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

December 18, 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 Alexandre Migala
2. Announcement and presentation of the 2023 Outstanding Citizen Award

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

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. January 1 - Regular meeting canceled due to New Year's Eve holiday
2. January 15 - Rescheduled to Tuesday, January 16 due to the Martin Luther King Jr. holiday
3. January 18 - 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 12/4 - Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on December 4.
2. Lower Timber Interceptor - BuyBoard Award - Consider approval of Sanitary Sewer Rehabilitation Services related to the Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #635-21, administered through BuyBoard, in the amount of $757,606.85.
3. Morriss Waterline Phase III - Construction Materials Testing - Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing, for the Morriss Road Water Line Phase III (Eaton to Waketon) project, in the amount of $51,617.00; and authorization for the Mayor to execute same on behalf of the Town.
4. Tealwood Oaks Park Improvements - Construction Materials Testing - Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing, for the Tealwood Oaks Park Improvements project, in the amount of $18,663.50; and authorization for the Mayor to execute same on behalf of the Town.
5. Slurry Seal Annual Contract - Consider approval of the annual purchase contract for Annual Slurry Seal Services with Viking Construction, Inc, through a City of Denton Contract (#7619) for an estimated annual amount of $120,000.

6. Concrete Truck Purchase - Consider approval of the purchase of a Mack GR64BR concrete mixer truck for the Public Works Department from Bruckner Truck Sales, through Houston-Galveston Area Contract (HGAC) # HT06-20, in the total amount of $219,900.00; and authorization for the Mayor to execute same on behalf of the Town.

7. Network Switch Replacement Project - Consider approval of a Professional Services Agreement for Network Switch Replacements by Centre Technologies, Inc., in the amount not to exceed $325,763.83; and authorization for the Mayor to execute same on behalf of the Town.

8. Axon Body Worn Camera Agreement - Consider approval of a Master Services and Purchasing Agreement and quote from Axon Enterprises, Inc. for the purchase of body worn camera products in the amount of $8,789.76 and authorization for the Mayor to execute same on behalf of the Town.

9. Consider approval of the 2023 Annual Report for th - Consider approval of the 2023 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code. (The TIRZ #1 Board approved by a vote of 4 to 0 at its December 14, 2023, meeting.)

K. REGULAR ITEM(S)

1. Furst Ranch PID Presentation - Presentation and discussion of a proposed Public Improvement District for the Furst Ranch development project.

2. Proposed Charter Amendments - Discuss and consider possible Charter amendments.

3. Economic Development Incentive Policy - Public Hearing to consider approval of a resolution adopting updates to the Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.

4. ZPD23-0004 - Titensor Dental - Public Hearing to consider an ordinance for rezoning (ZPD23-0004 – Titensor Dental) to amend Planned Development No. 64 (PD-64) with Office District and Retail District-1 uses to modify the conceptual plans, add conceptual elevations, and modify the development standards, with certain modifications and exceptions to the Code of Ordinances. The property is generally located west of Long Prairie Road and north of Bob White Lane. (PZ recommended approval by a vote of 5 to 0 at its December 11, 2023, meeting.)

5. TRP23-0018 - Titensor Dental - Public Hearing to consider an application for a tree removal permit (TRP23-0018) for two (2) specimen trees on property proposed for development as Titensor Dental. The property is generally located west of Long Prairie Road and north of Bob White Lane. (The Environmental Conservation Commission recommended approval of both specimen trees proposed for removal by a vote of 6-0-0 at its October 3, 2023, meeting.)

6. ZPD23-0008 - Robertson's Creek Addition Lot 4ARA, Block A Signage Amendment - Public Hearing to consider an ordinance for rezoning (ZPD23-0008- Robertson's Creek Addition Lot 4ARA, Block A Signage Amendment) to amend Planned Development District-95 (PD-95) with Retail District-2 uses by amending the comprehensive sign standards of PD-95 to allow additional signage for Lot 4ARA, Block A. The property is generally located south of Dixon

Lane and west of Long Prairie Road at 5891 Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its December 11, 2023, meeting.)

7. Z23-0002 - The River Walk at Central Park, Promenade Way - Public Hearing to consider an ordinance for rezoning (Z23-0002 - The River Walk at Central Park, Promenade Way) to amend the development standards for The River Walk at Central Park related to Article II - Uses to propose standards for Extended Stay Hotel and to update the conceptual plan exhibits. The property is generally located north of Cross Timbers Road, west of Morriss Road, and east of Long Prairie Road. (PZ recommended approval by a vote of 4 to 2 at its November 13, 2023, meeting.) (Town Council postponed this item to December 18 by a vote of 4 to 0 at its December 4, 2023, meeting.)

8. Public Hearing (Z20-0005 - The River Walk at Central Park) - Public Hearing to consider an ordinance for rezoning (Z20-0005 - The River Walk at Central Park) to amend the development standards for The River Walk at Central Park related to Article II - Uses and Article XI - Signage and to update the Concept Ground Sign Location exhibit. The property is generally located north of Cross Timbers Road, west of Morriss Road, and east of Long Prairie Road. (PZ recommended approval by a vote of 5 to 1 at its November 13, 2023, meeting.) (Town Council postponed this item to December 18 by a vote of 4 to 0 at its December 4, 2023, meeting.)

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
   b. Canyon Falls Park
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, 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, grocers, corporate relocation/expansion/retention, hospitality projects, health

care facilities, performance related to certain incentive agreements, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

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: December 15, 2023, at 2:15 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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

December 4, 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

with the following member(s) absent:
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
Andy Kancel, Police Chief
Lynda Bolitho, Director of Human Resources
Blake Hummel, Senior Project Engineer
Clay Riggs, Director of Public Works
Matthew Woods, Director of Environmental Services
Sue Ridnour, Director of Library Services
Brandon Barth, Deputy Fire Chief
Jerry Duffield, Assistant Fire Chief

B. INVOCATION

Chaplain McNamer gave the invocation.

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

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

Mayor France led the pledges.

D. PRESENTATION(S)

1. Texas Police Best Practices Re-accreditation
   Kim Sylvester, President of the North Texas Police Chief's Association, provided background information about the re-accreditation and presented the certificate of recognition to Chief Kancel.
2. Donation from Friends of the Library
   Ann Martin, President of the Friends of the Library, presented the Town with a check for $75,000. Ms. Ridnour outlined what the funds would be used for.

E. PUBLIC COMMENT

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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

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.	Scott Langley, 800 Carter Ct	Survey for Trotter Park
2.	Tom MCguire, 4316 Riverside Dr	River Walk Hotel Occupancy Tax/Signage

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
   There were mayor/council announcements regarding:

   - Christmas Parade and tree lighting
   - importance of helping those in need during the holiday season
   - annual Christmas concert - Flower Mound Symphony Orchestra, Treitch Choir, and Voices of Flower Mound
   - Flower Mound Citizen's Academy

- Salvation Army Kettle Challenge

G. TOWN MANAGER'S REPORT

No report.

1. Capital Improvement Projects

2. Economic Development Projects

3. Organizational 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).

There was a future agenda item request to discuss the Peninsula neighborhood and the sign ordinance. Mr. Dalton noted that the topic is slated for the January work session.

I. COORDINATION OF CALENDARS

Mayor France confirmed that all members of Council plan to be at the December 18th meeting. There was no objection to canceling the December 21st work session.

1. December 18 - Regular Meeting

2. December 21 - Discuss and consider canceling this 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.

ACTION:	Jim Engel moved to approve consent items J1 - 23 as presented in the agenda caption. Chris Drew seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

1. Minutes 11/16 - Consider approval of the minutes from a regular meeting and work session held on November 16.

2. Lakeside Parkway Capacity Improvements - Geotechnical PSA - Consider approval of a Professional Services Agreement with ECS Southwest, LLP, to provide subsurface exploration and geotechnical engineering services, for the Lakeside Parkway Capacity Improvements project, in the amount of $38,855.00; and authorization for the Mayor to execute same on behalf of the Town.

3. NEOGOV Agreement - Consider approval of an updated agreement with NEOGOV to provide applicant tracking, onboarding, and electronic performance evaluation software, and authorization for the Mayor to execute same on behalf of the Town.

4. PSA-Promoter Line (Ind. Fest) - Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2024 Independence Fest, in an amount not-to-exceed $344,000.00 and authorization for the Mayor to execute same on behalf of the Town.

5. Vehicle Purchase - FD (F250) - Consider approval of the purchase of a 2024 Ford F250 4x4 SD Crew Cab for the Fire and Emergency Services Department from Chastang Ford, through Houston-Galveston Area Contract (HGAC) # AM10-23 in the amount of $110,122.00; and authorization for the Mayor to execute same on behalf of the Town.

6. Vehicle Purchase - FD (Tahoe) - Consider approval of the purchase of a 2024 Chevrolet Tahoe 9C1 4WD for the Fire and Emergency Services Department Fire Marshal's Office from Holiday Chevrolet, through Tarrant County Cooperative Contract #2023-016, in the total amount of $68,759.09; and authorization for the Mayor to execute same on behalf of the Town.

7. Ambulance Purchase - FD - Consider approval of the purchase of a 2024 Ford F450 Frazer ambulance for the Fire and Emergency Services Department from Sterling McCall, through Houston-Galveston Area Contract (HGAC) # AM10-23, in the total amount of $332,625.00; and authorization for the Mayor to execute same on behalf of the Town.

8. Ambulance Accessories Purchase - FD - Consider approval of the purchase of a Stryker ambulance cot and Power Load system for the 2024 Ford F450 Frazer ambulance purchase from Stryker Medical amount of $60,281.39; and authorization for the Mayor to execute same on behalf of the Town.

9. Vehicle Purchases - PD (Dodge) - Consider approval of purchasing (5) 2023 Dodge Durango PPV vehicles, all with Police Equipment Packages as per Town of Flower Mound specifications and vendor estimate via TIPS USA Cooperative Contract #210907, for $392,118.85.

10. Vehicle Purchases - PD (Toyota) - Consider approval of purchasing (2) 2023 Toyota Highlanders, both vehicles with vendor estimates via TIPS USA Cooperative Contract #210907, for $86,073.00.

11. Purchase 3-D Scanner - Grant Funds - Consider the use of grant funds (2024 Edward Byrne Memorial Justice Assistance program) for the purchase of a 3-D scanner in the amount of $78,510.58

12. 7th and Final FY 22-23 Budget Amendment - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted by Ordinance No. 45-22 and amended by Ordinance No. 60-22, No. 06-23, No. 16-23, No. 19-23, No. 21-23, and No. 28-23 for adjustments to the General Fund, Debt Service Fund, Utility Fund, Stormwater Utility Fund, SAFER Grant Fund, and Health Insurance/ Flex Account Fund.

    ORDINANCE NO. 52-23
    AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023, AS ADOPTED BY ORDINANCE NO. 45-22 AND AMENDED BY ORDINANCE NO. 60-22, NO. 06-23, NO. 16-23, NO. 19-23, NO. 21-23 AND NO. 28-23, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, DEBT SERVICE FUND, UTILITY FUND, STORMWATER UTILITY FUND, SAFER GRANT FUND, AND HEALTH INSURANCE/ FLEX ACCOUNT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

13. 2nd FY 22-23 Fire District Budget Amendment - 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 amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as adopted by Resolution No. 15-22 and amended by Resolution No. 13-23.

    RESOLUTION NO.29-23
    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, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AS ADOPTED BY RESOLUTION NO. 15-22 AND AMENDED BY RESOLUTION NO. 13-23; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

14. 1st FY 23-24 Budget Amendment - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, as adopted by Ordinance No. 37-23 for adjustments to the General Fund, Utility Fund, Stormwater Utility Fund, Tree Preservation Fund, Public Education Government (PEG) Fund, Chapter 59 Seizure Fund, Grant Fund, Vehicle and Equipment Replacement (VERF) Fund, and the Health Insurance/ Flex Account Fund.

ORDINANCE NO. 53-23
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, AS ADOPTED BY ORDINANCE NO. 37-23, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, STORMWATER UTILITY FUND, TREE PRESERVATION FUND, PUBLIC EDUCATION GOVERNMENT (PEG) FUND, CHAPTER 59 SEIZURE FUND, GRANTS FUND, VEHICLE AND EQUIPMENT REPLACEMENT FUND, AND HEALTH INSURANCE/FLEX ACCOUNT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

15. 1st FY 23-24 Crime District Budget Amendment - 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 amending 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, as adopted by Resolution No. 23-23.

RESOLUTION NO. 30-23
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, AMENDING 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, AS ADOPTED BY RESOLUTION NO. 23-23; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

16. 1st FY 23-24 Fire District Budget Amendment - 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 amending 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, as adopted by Resolution No. 22-23.

RESOLUTION NO. 31-23
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, AMENDING 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, AS ADOPTED BY RESOLUTION NO. 22-23; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

17. PY 2022 CDBG CAPER - Consider approval of a resolution authorizing the adoption of the Program Year 2022 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. 32-23
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND'S PROGRAM YEAR 2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE SAID REPORT; AND PROVIDING AN EFFECTIVE DATE.

18. Oak Street Lift Station - CoServ Transformer Upgrade - Consider the approval of a proposal from CoServ Electric for an electric transformer upgrade at the Oak Street Lift Station in the amount of $61,206.65.

19. CoServ Gas Rate Case Denial - Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by CoServ Gas, Ltd. to deny CoServ Gas's application for approval to amend its gas rates.

RESOLUTION NO. 33-23
A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS FINDING THAT COSERV GAS, LTD.'S STATEMENT OF INTENT TO INCREASE RATES WITHIN THE TOWN SHOULD BE DENIED; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND TOWN'S LEGAL COUNSEL.

20. PSA Hillside Ln Reconstruction Project - Consider approval of a Professional Services Agreement with Alliance Geotechnical Group to provide construction materials engineering and testing for the Hillside Lane Reconstruction project, in the amount of $30,025.00; and authorization for the Mayor to execute same on behalf of the Town.

21. Annual Standards of Care Ordinance Update - Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code-Section 42.041 and to adopt an Ordinance providing for said Standards. (The Parks Board recommended approval by a vote of 6 to 0 at its November 2, 2023 meeting).

ORDINANCE NO. 54-23
AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; AMENDING CHAPTER 54, "PARKS AND RECREATION," SECTION 54-202, "ADOPTION;" ADOPTING UPDATED

STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

22. Roof Repair - FD (Station 1) - Consider the approval of the PMR Roofing proposal for the replacement of a section of standing seam roof at Fire Station 1, utilizing TIPS contract number 22010702 in the amount of $112,200.

23. Gas Well Pad Site Monitoring PSA - Consider approval of a Professional Services Agreement for gas well pad site monitoring by Modern Geosciences, LLC, in the amount of $41,600.00; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. Proposed Charter amendments - Discuss and consider proposed Charter amendments as presented by the Charter Review Commission (final report) Steve Dixon, Chair, Charter Review Commission

Mr. Dixon gave a presentation identifying or noting:

1. background information
2. topics discussed and considered; however, no action recommended
3. proposed amendments (6)
    1. references to 2-year terms (remove)
    2. authorize the Town Manager to sign contracts up to $50,000
    3. remove the requirement that ordinance captions be published in the newspaper
    4. for the Town Manager residency requirement, authorize the Town Council to allow a 1-year extension (to establish residency)
    5. inclusion of Tarrant County language for filing the budget
    6. Tax Increment Reinvestment Zone (TIRZ) - recommend add language that would require a super majority of the Town Council for either:
        a. final approval of a new, revised, or modified TIRZ agreement, as well as for any expansion of the boundaries of an existing TIRZ
        b. the creation, final approval of a new, revised, or modified TIRZ agreement, as well as for any expansion of the boundaries of an existing TIRZ

or take no action (no additional language to the Charter)

Other Charter topics:

- Policy recommendation - adopt a policy that would make developers be responsible for election costs related to the creation of a MUD or PID
- Strategic Planning Session - suggest discussing the topic of high property taxes at a future strategic planning session

and he, Ms. Scott, Mr. Childers, or Mr. Meredith responded to questions or comments from Council regarding:

- if a digital format is considered a copy
- interest in knowing what the threshold is for the Town Manager signing authorization from our benchmark cities, including what the frequency is for contracts coming before the Council between $15,000 and $50,000
- for the newspaper publication requirement, there was interest in having clear language so that people would understand what they are voting for
- for the topic of TIRZ:
    - difference between final approval and creation of a TIRZ
    - clarification that language related to a super majority for a TIRZ is currently not in the Charter
    - where do the funds go if no development agreement is reached
    - unlikelihood of another TIRZ being created
  - for suggestion to discuss property taxes at a future strategic planning session: interest in having a future discussion about the possibility of a cap at a certain appraisal amount
  - possibility of bundling some of the amendments on the ballot
  - timing for when another Charter election can happen

Ms. Scott summarized that Council feedback includes:

- acceptance of proposed amendments 1, 3, 4, and 5
- further discussion is needed for proposed amendments 2, and 6, including a discussion about public, private partnerships and the possibility of taking this requirement away from the election cycle given some recent missed opportunities due to this requirement being in place
- there will be Council discussion at a future date regarding property taxes, and the possibility of establishing a policy regarding having developers pay for the cost of an election for MUDs or PIDs

2. Green Waste Program Options - Consider and discuss green waste program options presented by Republic Services.

Mr. Dalton gave a presentation identifying or noting:

- green waste (defined)
- background/history
- surveys

- ECC feedback

Jeri Harwell, Municipal Services Manager
Ms. Harwell gave a presentation identifying or noting the following information regarding a green waste program:

- contract overview
- options
- next steps for a successful program (pilot program - 60 days)
- details on how the program works
- cost to provide pilot program
- items to consider

and she responded to questions or comments from Council regarding:

- possibility of Republic selling special green waste bags (revenue source)
- cost justification
- landfill and organic matter (benefit)
- landfill capacity
- where would the green waste go
- how does Republic handle seasonality (summer months when not much green waste)
- clarification on the results of the pilot program
- concerns regarding the environment and use of diesel for extra trucks that would be needed for green waste collection (fuel consumption associated with the 3rd truck)

Council Discussion

There was general Council consensus to pursue the pilot program as presented, in addition to the EXY $45 overfill charge for commercial dumpsters.

3. SUP23-0005 – Long Prairie Golf Everywhere - Public Hearing to consider an ordinance granting Specific Use Permit No. 487 (SUP23-0005 – Long Prairie Golf Everywhere) to permit an amusement and recreation (indoors) use. The property is generally located north of Aberdeen Drive and east of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its November 13, 2023, meeting.)
Ms. Murphy gave a presentation identifying or noting:

- detailed location
- land use and zoning
- site plan
- landscape plan
- elevations

and she responded to questions from Council regarding:
decel lane

Applicant Presentation

Myles Vlachos, Golf Everywhere, gave a presentation identifying or noting:

- golf is on the rise
- current indoor golf landscape
- concept

and he responded to questions from Council regarding:

- his background
- if food and beverage is a component of the facility
- social aspects of the facility
- number of employees
- participation model
- possibility of adding pickleball to the concept
- cost to play

Mayor France opened the public hearing at 8:35 p.m.

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	Angie Cox, 3209 Seaton Ct	None	None

Mayor France closed the public hearing at 8:37 p.m.

ACTION:	Jim Engel moved to approve K.3. as presented in the agenda caption. Ann Martin seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

ORDINANCE NO. 55-23
AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, “LAND DEVELOPMENT REGULATIONS,” OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 487 (SUP-487) FOR AN AMUSEMENT AND RECREATION (INDOORS) USE ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 7.739 ACRES OF LAND AND BEING A PORTION OF LOT 2R, BLOCK A OF THE LONG PRAIRIE PLAZA ADDITION, AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 157 (PD-157) WITH R-2 RETAIL DISTRICT-2 USES; 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.

4. Z20-0005 - The River Walk at Central Park - Public Hearing to consider an ordinance for rezoning (Z20-0005 - The River Walk at Central Park) to amend the development standards for The River Walk at Central Park related to Article II - Uses and Article XI - Signage and to update the Concept Ground Sign Location exhibit. The property is generally located north of Cross Timbers Road, west of Morriss Road, and east of Long Prairie Road. (On Oct 23, 2024, at the request of the applicant, PZ tabled this item to its Nov 13, 2023, meeting by a vote of 6 to 0.) (PZ recommended approval by a vote of 5 to 1 at its Nov 13, 2023, meeting) ***(Applicant requests this item be postponed to Dec 18)***
Mayor France announced that the applicant has requested items 4 and 5 be postponed until December 18.

Mayor France opened the public hearing for items 4 and 5 at 8:39 p.m. No one spoke. Mayor France closed the public hearing at 8:39 p.m.

ACTION:	Adam Schiestel moved to postpone items 4 and 5 to December 18. Ann Martin seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

5. Z23-0002 - The River Walk at Central Park, Promenade Way - Public Hearing to consider an ordinance for rezoning (Z23-0002 - The River Walk at Central Park, Promenade Way) to amend the development standards for The River Walk at Central Park related to Article II - Uses to propose standards for Extended Stay Hotel and to update the conceptual plan exhibits. The property is generally located north of Cross Timbers Road, west of Morriss Road, and east of Long Prairie Road. (PZ recommended approval by a vote of 4 to 2 at its Nov 13, 2023, meeting.) ***(Applicant requests this item be postponed to Dec 18)***
See motion for item 4 (postpone to December 18).

6. Purchase of a Fire Apparatus - Consider approval of the purchase of a Pierce Aerial Fire Apparatus from Siddons Martin, through BuyBoard Contract #651-21, in the total amount of $1,483,301.30 ; and authorization for the Mayor to execute same on behalf of the Town.

Mr. Barth gave a presentation identifying or noting:

- apparatus overview
- strategic planning
- return on investment
- SMARTGrowth (equity, effectiveness, efficiency)

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

- lifespan of vehicle
- supplier resource (reputation)
- lead time to get the vehicle here

There was Council discussion regarding:

- there is a good return for the investment

ACTION:	Ann Martin moved to approve item K.6. as presented in the agenda caption. Jim Engel seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

7. Reinsurance Contract (Health Plan) - Consider approval of a reinsurance contract for the Town's Group Health Plan with Blue Cross and Blue Shield of Texas in the amount of $3,042,698; and authorization for the Mayor to execute the same on behalf of the Town.

Ms. Bolitho provided a summary of the item and introduced Scott Gibbs, McGriff Insurance (consultant), who gave a presentation identifying or noting:

- what is stop-loss insurance
- types of stop-loss coverage
- current stop-loss coverage
- historical stop-loss claim analysis
- RFP results and considerations
- payer matrix
- recommendations/next steps

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

- possibility of consultation services to assess the Town's current health plan for cost savings or efficiencies
- bundling options for municipalities
- cost drivers
- how payer matrix works and interest in getting feedback later on how it's working
- out-of-pocket impact
- the lasering option, including timing

Council Discussion
There was Council discussion regarding:

- interest in doing everything to get costs down
- what is proposed is good for the employees

ACTION:	Ann Martin moved to approve item K.7. as presented in the agenda caption. Chris Drew seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

8. Glen Chester Lift Station Rehabilitation Construction Award - Consider approval of a Construction Agreement with Red River Construction Company for the Glen Chester Lift Station Rehabilitation project, in the amount of $1,581,300.00; and authorization for the Mayor to execute same on behalf of the Town.
Mr. Hummel gave a presentation identifying or noting:

- project improvements
- site location
- site assessment photos
- verified bid results
- project schedule

and he responded to questions from Council regarding:

- cost, including concerns regarding additional modifications later on
- Town's history with Red River Construction Company
- how will the community be served while work is being performed

ACTION:	Jim Engel moved to approve item K.8. as presented in the agenda caption. Chris Drew seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

9. Consider and discuss options for the Sunrise Circl - Consider and discuss options for the Sunrise Circle wastewater connection project along with feedback received during community meetings regarding zoning, on-site septic facilities, and financial assistance (Public Comment for this item will be heard at the time opened).

Mr. Dalton gave a presentation identifying or noting:

- detailed location
- recap (why coming forward to Council)
- utility history
- water service
- water provider
- water quality
- septic (enforcement, replacement)
- Town's wastewater extension policy
- wastewater project options
- water and septic concerns
- land use and zoning
- community outreach
- financial assistance
- potential options
- additional considerations

and he, Ms. Wilkinson, Mr. Riggs, Mr. Woods, Mr. Meredith, or Mr. Childers responded to questions from Council regarding:

- why did Monarch deny the Town's offer to take over the water
- possibility of a workshop to inform residents of resources
- financial assistance
- income requirements
- past wastewater option for Pecan Acres
- TCEQ letter and when water wells were drilled
- proximity of wells to septic system concerns
- current septic system violations the Town is monitoring
- current water tanks in the neighborhood

Mayor France opened public comment for this item at 10:32 p.m.

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.

	Name
1.	Joe Bernard, 10605 Sunrise Cir
2.	Dennis Hepler, 10705 Sunrise Cir
3.	Dana Ellsworth, 1419 Limerick Ct, Keller
4.	Matthew Hurst, 4158 Meadowview Dr, Argyle
5.	Bill Guy, 10616 Sunrise Cir*
6.	Dustin Atchison, 10528 Sunrise Cir, Argyle*

7.	Corey Huntley, 10500 Sunrise Cir, Argyle*
8.	Michael Jones, 10600 (street not indicated), Argyle*
9.	Magda Vazques, 10712 Sunrise Cir, Argyle*
10.	Carrie Lasley, 6404 Oakridge Ln*
11.	Delbert John, 6612 Oakridge Ln*
12.	Marjorie Quinton, 10608 Sunrise Cir, Argyle*
13.	Tara Bailey, 10713 Sunrise Cir*
14.	Matthew McCutcheon, 10309 Sunrise Cir, Argyle*
15.	Tylar Trimuar, 6634 Oakridge Ln, Argyle*
16.	Tomas Wakleblack, 10617 Sunrise Cir, Argyle*
17.	Kristina and Charles McAnally, 10520 Sunrise Cir, Argyle*

** Indicates person did not wish to speak*

Mayor France closed the public comment for this item at 10:46 p.m.

Council Discussion

There was Council discussion regarding:

- clarification regarding comments mentioned during public comment
- how the Town can't control the water system as it doesn't belong to the Town
- interest in having representatives from Monarch Utilities come to a Council meeting to discuss water quality
- how there are other neighborhoods in Flower Mound that are non-sewered and council has to keep that in mind
- homeowner responsibility
- possibility of taking no action other than exploring how residents can qualify for a grant
- how a good septic system could alleviate the problem
- like the idea of discussing options similar to the sidewalk repair program
- how nothing that is proposed fixes the issue of water quality
- effectiveness of a septic system
- legal concerns regarding public funds used to improve private property
- past situation with a failed septic system and how a lien on the property allowed the Town to solve the issue
- $3.2 million for the entire Town to pay is not a good option
- current situation with failing septic systems in this neighborhood

There was Council consensus to:

- explore and evaluate a septic replacement program similar to the Town's sidewalk program
- extend an invitation to Monarch Water Utility to establish that relationship and discuss the current water quality situation in the Sunrise area

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.

1. Historical Commission - Discuss and consider the establishment of a Historical Commission or other alternatives.

   Ms. Scott summarized that the purpose of the agenda item is to get feedback from Council regarding their interest in establishing a Historical Commission.

   There was Council discussion regarding:

   - would like the commission to have specific responsibilities
   - interest in the charge being somewhat open-ended so they have some flexibility
   - interest in having funds or scope of work being connected with the Town (i.e. Transportation Commission and sidewalk gap recommendations)
   - Open Meetings Act rules and the possibility of it impeding their progress
   - historical preservation (land versus stories and documents)
   - possibility of having a historical commission and a 501(C) 3
   - the need for some type of plan or implementation of best practices as it relates to history

   There was general Council consensus to proceed with the creation of a Historical Commission, with the understanding that the structure and scope would be discussed at a future meeting.

M. CLOSED MEETING

The Town Council convened into a closed meeting at 11:16 p.m. on December 4, 2023, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to

discuss matters relating to real property, personnel, and economic development negotiations,

1. Consultation with Town Attorney.

   a. 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, cultural arts, public safety, 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, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, performance related to certain incentive agreements, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

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 reconvened into an open meeting at 12:03 a.m. on December 5, 2023, and no action was taken on the above items.

O. ADJOURN

Mayor France adjourned the meeting at 12:04 a.m. on Tuesday, December 5, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____

DEREK FRANCE, MAYOR

ATTEST:

_____

THERESA SCOTT, TOWN SECRETARY

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

DATE: December 18, 2023
FROM: Blake Hummel, Senior Project Engineer
ITEM: **Consider approval of Sanitary Sewer Rehabilitation Services related to the Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #635-21, administered through BuyBoard, in the amount of $757,606.85.**

BACKGROUND: The Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) project consists of Cured-In-Place Pipe (CIPP) rehabilitation of the existing 24-inch and 27-inch sanitary sewer main, roughly 174 feet and 841 feet respectively, that extends through the Tealwood Oaks Park and along Tealwood Boulevard. The project also includes lining 15 existing manholes and replacing 14 manhole frames/covers along the existing sanitary sewer main alignment. By-pass pumping operations will be required during the rehabilitation in order to maintain service through the existing sanitary sewer main.

On March 20, 2023, Town Council authorized the cleaning and Closed Circuit TV (CCTV) inspection with Insituform Technologies, in the amount of $56,996.25, for the existing 8-inch, 27-inch, and 36-inch sanitary sewer main. A condition assessment report and video of the sanitary sewer mains was provided to the Town to generate the proposed project scope.

The services Insituform Technologies, LLC is providing will repair the deteriorated sanitary sewer infrastructure and improve functionality of this critical sanitary sewer interceptor.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve the BuyBoard Proposal for the sanitary sewer rehabilitation would remove Town staff's ability to coordinate the upgrades necessary to prolong the service life of the infrastructure.

FISCAL IMPACT: $757,606.85

Proposed Expenditure/(Revenue)	**Account Number(s):**
$757,606.85	630-970-98932-6180

LEGAL REVIEW: Cara Leahy White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has previously reviewed the identical language used for the BuyBoard Proposal as to form and legality with the Timber Creek Trunk Line (Morriss Road to Rawlings Street) project approved by Town Council on May 12, 2021.

ATTACHMENTS:

1. Insituform - BuyBoard Proposal
2. Form 1295 (Internal Use)

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

Insituform Technologies, LLC
An Aegion Company

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

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

Name: Tim Peterie
Phone: 214-317-0950

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

September 6, 2023

SF#: SO-00115172

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

Buyboard Proposal

Project Name: **Town of Flower Mound, TX – Lower Timber Interceptor Rehabilitation**
Sewer Rehab by CIPP, MH Ring/Cover Replacement, and MH Rehabilitation

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location maps and other information presented by the Town of Flower Mound) utilizing the Local Purchasing Cooperative Contract #635-21, administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. The design is based on a Fully Deteriorated condition with a 100-year design life. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon. **It should be noted that Insituform has already completed a preliminary TV and clean assessment of the lines and all quantities are based on those findings. Insituform will do a final TV and clean prior to lining the identified rehab segments to confirm pipe readiness.**

Laterals. No laterals have been identified on this phase.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. The Owner shall furnish Insituform Technologies, LLC with required water meters and pay all associated fees, deposits, and charges. Insituform Technologies, LLC will follow all required backflow prevention and metering procedures.

Insituform will supply the Town of Flower Mound 2-year Maintenance, Payment, and Performance Bonds (if required), and Certificate of Insurance following acceptance of this proposal.

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

Special:
1. **Water shall be provided as noted above.**
2. **Insituform expects to complete the work in approximately 120 days.**
3. **Quantities are based on the best available information at the time of this proposal. Final actual quantities will be billed.**

PROPOSAL PRICING

PAY ITEM NO.	DESCRIPTION	QTY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Travel & Mobilization – CIPP Crew	1	EA	$7,500.00	$7,500.00
2	24” Pre-TV Prior to CIPP Install	174	LF	$5.00	$870.00
3	24” x 10.5mm CIPP (MH2010 – MH2005)	174	LF	$115.00	$20,010.00
4	27” Pre-TV Prior to CIPP Install	841	LF	$7.00	$5,887.00
5	27” x 10.5mm CIPP	841	LF	$135.00	$113,535.00
6	27” Additional 1.5mm	841	LF	$20.00	$16,820.00
7	24”-27” CIPP Setup Charge Per Install Length	1,015	LF	$35.00	$35,525.00
8	CIPP Short Length Add-On (<300 LF)	4,176	IN-DIA/LF	$6.50	$27,144.00
9	24”-27” Post TV Inspection After Rehabilitation	1,015	LF	$2.00	$2,030.00
10	Bypass System Equip/Pipe Delivery, Tear Down, Pick Up	1	EA	$31,000.00	$31,000.00
11	Set Up 6” Pump (Per Pump)	2	EA	$1,250.00	$2,500.00
12	Set Up 8” Piping	1,015	LF	$24.00	$24,360.00
13	Operate 6” Pumping System (fuel & maint)	5	DAY	$650.00	$3,250.00
14	Bypass Pump Watch Labor	5	DAY	$2,350.00	$11,750.00
15	Bypass Line Watch Labor	5	DAY	$1,350.00	$6,750.00
16	Bypass - Street Ramp (Setup, Operate, Maintain Per Ramp – 7 total)	35	DAY	$300.00	$10,500.00
17	Travel & Mobilization – Excavation Crew	1	EA	$7,500.00	$7,500.00
18	Excavate & Sawcut MH to 32” Opening & Install Frame/Cover – Pamtight	2	EA	$8,600.00	$17,200.00
19	Excavate & Sawcut MH to 32” Opening & Install Frame/Cover - Pamrex	12	EA	$8,200.00	$98,400.00
20	Repair/Rehab 6” Concrete Street Pavement	20	SY	$335.00	$6,700.00
21	Repair/Rehab 4” Concrete Sidewalk	750	SF	$37.00	$27,750.00
22	Sod	215	SY	$20.00	$4,300.00
23	Traffic Control	12	DAY	$1,000.00	$12,000.00
24	Travel & Mobilization – MH Rehab Crew	1	EA	$7,500.00	$7,500.00
25	Remove or Abrade Existing MH Coating (5 MH’s)	1,313	SF	$9.20	$12,079.60
26	Manhole – Spray Rehab 1” Cementitious/250mil Spayroq	3,665	SF	$52.25	$191,496.25
27	Clearing for Access to MH 1889 & 5031	1	LS	$3,500.00	$3,500.00
28	Remove Stockade Fence & Reinstall Existing	1	LS	$2,000.00	$2,000.00
29	Bonds (2 Year Maintenance)	1	LS	$12,750.00	$12,750.00
30	Owner’s Contingency Allowance	1	AL	$35,000.00	$35,000.00
				TOTAL	**$757,606.85**

Note: A Tax-Exempt certificate will need to be provided prior to mobilization.

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Initial pipeline cleaning of segment completed in previous phase to include obstruction removals for conditions found in previous phase.
3. Bypass pumping.
4. Traffic control.
5. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.

6. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
7. Insitutube wetout using 400,000 Flexural Modulus Polyester resin, inversion, curing, and finishing.
8. Confined space safe entry practices.
9. New 30” composite frame and covers (Pamrex/Pamtight) on 14 manholes to include excavation, saw cutting pavement, and restoration.
10. Manhole rehab using Sprayroq.
11. Two-year standard construction warranty. Ten-year for manhole rehab directly from manufacturer.
12. Two-year Maintenance Bond.
13. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

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

a) If preliminary video inspection of the pipe interior not included in the initial phase indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by change order or allowance, if approved by the Owner.
b) Additional mobilizations and/or setups may apply due to point repairs, obstruction removals, or delays out of our control.
c) Manual operation of any pumping and/or metering stations.
d) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
e) Legal dumpsite for debris resulting from pipes cleaning.
f) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
g) Project permits and/or local licenses with be provided by the Owner or Engineer.
h) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
i) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

PROPOSAL TERMS AND CONDITIONS

a) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
b) CONSEQUENTIAL DAMAGES related to or arising out of this contract shall be limited to 1.5 times the contract value or $422,364.00.
c) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
d) Quantities are estimated. Unit prices apply for actual invoice and payment.
e) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
f) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
g) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC.**

OFFERED BY:	ACCEPTED BY:
INSITUFORM TECHNOLOGIES, LLC	
Timothy R. Peterie	SIGNATURE DATE
TIMOTHY R. PETERIE BUSINESS DEVELOPMENT MANAGER	NAME
REVIEWED BY: ANDY OZMENT AREA MANAGER	TITLE
	ORGANIZATION

cc: Ben Hawkins
Josh Awalt

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

DATE: December 18, 2023
FROM: Dale Crown, Senior Project Engineer
ITEM: **Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing, for the Morriss Road Water Line Phase III (Eaton to Waketon) project, in the amount of $51,617.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Professional Services Agreement includes construction materials engineering and testing for the Morriss Road Water Line Phase III (Eaton to Waketon) project. The construction project was awarded to Flow-Line Construction, Inc. on September 18, 2023.

The Project consists of the construction of 170 linear feet of 16-inch water line, 50 linear feet of 20-inch water line, 4,460 linear feet of 30-inch water line, 270 linear feet of 8-inch water line, 450 linear feet of bore and steel encasement and associated appurtenances.

The proposed 30-inch water line will replace an existing 20-inch water line with past maintenance issues. The proposed water main will provide additional capacity to the Town's water distribution system in accordance with the Town's Water Master Plan.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Materials testing is required as part of the recently awarded construction project.

FISCAL IMPACT: $51,617.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$51,617.00	630-960-98802-6170

LEGAL REVIEW: The Town's standard professional service 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. Professional Services Agreement
2. Form 1295 (Internal Use)

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHWEST, LLP

This contract is entered into on this _____ day of _____, 20___, by and between the **TOWN OF FLOWER MOUND, TEXAS,** a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **ECS SOUTHWEST, LLP,** ("hereinafter referred to as "CONSULTANT") whose address is 2621 White Settlement Road, Fort Worth, TX 76107

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Morriss Road Water Line Phase III (Eaton to Waketon) project; and

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

TERMS OF AGREEMENT

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

I.
Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Morriss Road Water Line Phase III (Eaton to Waketon) Construction Materials

Engineering and Testing specifically including, but not necessarily limited to, the tasks enumerated more fully in Appendix "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Appendix "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Appendix "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.
Payment for Services

Total payment for services described herein shall be a sum not to exceed Fifty-One Thousand Six Hundred Seventeen and No/100 Dollars ($51,617.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a flat fee for specific tests performed in accordance with Appendix "B"; provided however that this Contract shall control in the event of any conflict between the language in Appendix "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.
Revisions of the Scope of Services

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

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.
Term

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

VI.
Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than $100,000.00 for each accident, $100,000.00 disease-each employee, $500,000.00 disease-policy limit;

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of

CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of $1,000,000 per occurrence, $1,000,000 Products/Completed Operations Aggregate and $1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000.00 per occurrence; and

4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be $1,000,000.00 per claim, $1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Dale Crown, P.E.
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 Telephone

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

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;

5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and

6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

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

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;

2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and

4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.
Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII.
Independent Contractor

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

XIV.
Default

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

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

(a) Specific performance of the Contract;

(b) Re-performance of this Contract at no extra charge to TOWN; or

(c) Monetary damages in an amount not to exceed:

(1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus

(2) The total dollar amount of this Contract.

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

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

XIX.
Notice Information

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

Dale Crown, P.E.
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Telephone: 972-874- 6302

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

Vince Elizarde, P.E.
ECS Southwest, LLP
3033 Kellway Drive, Suite 110
Carrollton, Texas 75006
Telephone: 972-392-3222
Email: VElizarde@ecslimited.com

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

(a) Cancel, terminate, or suspend the Contract in whole or in part; or

(b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract

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

[The remainder of this page left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By:_____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

_____
Town Secretary

CONSULTANT:
ECS SOUTHWEST, LLP

By: _____
Name: Vince Elizarde
Title: Vice President
Date Signed: 12/04/23

State of Texas §
§
County of Tarrant §

This instrument was acknowledged before me on the 5 day of December, 2023, by Vince Elizarde in his capacity as Vice President of ECS Southwest, a LLP Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of ECS Southwest.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5 DAY OF December, 2023.

_____
Notary Public, State of Texas

My Commission Expires:

10/21/2025

Jessy Halah Nolasco
My Commission Expires
10/21/2025
Notary ID
133405475

APPENDIX A: SCOPE OF SERVICES

Our construction materials engineering & testing services scope is limited to providing periodic testing and/or observations for the expected general construction activities for this project. We understand that the client or their designated representative will be scheduling our services, and the number of hours and level of effort that we based our proposal on should be considered approximate for budgetary purposes since it is not based on a published construction schedule or contractor material quantities. If a schedule becomes available, we can review this schedule against our assumptions and be more definitive in our proposed scope of services.

Unless otherwise noted, we agree to provide an engineering technician(s) or an engineer to perform our construction materials field testing, sampling, and observation services as noted in the following sections. *To most effectively serve the client and facilitate the construction process, our services should be scheduled 24-hours in advance. We understand that the construction process incorporates a large degree of variability and as such, we will do our best to accommodate scheduling calls made on the same day as our services are needed but we cannot guarantee that we can satisfy service requests made after-hours or on the same day as the services are needed to be performed.*

We anticipate the following services for this project:

Earthwork

Perform as-scheduled earthwork (soils) observation, sampling, and testing services including:

1. Obtain (pick up) soil samples and perform laboratory soil tests generally including moisture/density relationship (Standard Proctor) tests, soil classification tests (Atterberg Limits and percent finer than the no. 200 sieve) for each requested soil-type. Additional soil testing may be required depending on project-specific requirements.
2. Perform in-place moisture/density tests on placed and compacted backfill soils and prepared subgrades.
3. Perform cement-stabilized laboratory and in-field testing for pavement subgrades.

Cast-In-Place Concrete

Perform as-scheduled observation, sampling, and testing services for concrete placement events including:

1. Perform concrete field tests and associated measurements including: slump, air content, unit weight, and ambient air & concrete temperature. Sample placed concrete materials.
2. Pick up concrete sample cylinders the following work-day and transport them to the ECS concrete laboratory for processing, moisture curing, and subsequent compressive strength testing. *Appropriate onsite storage areas (curing boxes, shades, etc) for initial sample curing and any other field curing of concrete samples shall be provided by the contractor.*

Project Administration, Clerical, & Dispatching

Project Administrators / Clerical Staff will work on the project as follows:

1. Perform Field Services Dispatching.
2. Perform additional administrative and clerical duties to aid in project execution.

Project Management

Project Managers and Principal Engineers will manage the project as follows:

1. Coordinate with Client's field and office staff.
2. Attend the Pre-Construction meeting (if held) and periodic site meetings (as requested).
3. Coordinate field and lab services with the project general contractor and dispatch our field staff as scheduled.
4. Process, finalize, and distribute all field and laboratory reports.
5. Manage our project operation and services delivery as well as provide general material engineering consultation.

Our field staff or project professionals will provide documentation of events in the field and notify the project general contractor and the client (as needed) upon recognition of deficiencies.

ADDITIONAL SERVICES

The following services are not included in the Scope of Services and will be considered as *Additional Services*, if and when they are required, requested, or occur:

1. Additional construction material samples for laboratory testing including early test samples or additional sample sets beyond the frequency required in the project documents.*
2. Service cancellations while our staff is in transit to the project site or once at the project site.*
3. Onsite delays and standby time.*
4. Failed Tests.*
5. Field (on site) curing facilities and/or storage for the cementitious samples.
6. Attend project meetings or routine construction meetings throughout the duration of the construction process.
7. Observation and testing of non-structural or temporary components.
8. Any additional services not specifically included in the above Scope of Services for this project.*

* Including all associated time, materials, and vehicle charges.

The additional services noted above are not factored into our scope and estimated fees and will be invoiced as additional services to be addressed by the Town of Flower Mound with the contractor. *These additional services will be invoiced as Task 2 charges.* Unless defined specifically, all additional services will be invoiced at their standard rates (subject to overtime modification, where applicable) shown on the "Standard Fee Schedule" provided in Appendix B.

Beyond the scope of services presented in this proposal for this project, ECS offers the following construction materials engineering and testing services, locally, that could prove beneficial to the client and the project in general:

- Erosion Control Status Observation
- Ground Penetrating Radar (GPR)
- Concrete Coring and Core Sample Testing
- Asphalt Coring

APPENDIX B: ESTIMATED FEES & STANDARD FEE SCHEDULE

ESTIMATED FEES

Description of Services	Detail	Estimate	Quantity	Unit	Rate	Total
Earthwork						
Engineering Technician	*Sample Pickups*	*2 Events*	8	hours	$ 55.00	$ 440.00
Engineering Technician	*Utility Lines*	*30 Events*	120	hours	$ 55.00	$ 6,600.00
Engineering Technician	*Pavement - Road*	*20 Events*	100	hours	$ 55.00	$ 5,500.00
Engineering Technician	*Sidewalks & Ramps*	*3 Events*	15	hours	$ 55.00	$ 825.00
Engineering Technician	*Gradations / Depth Checks*	*10 Events*	60	hours	$ 55.00	$ 3,300.00
Nuclear Gauge Fee			38	events	$ 75.00	$ 2,850.00
St. Proctor (Moist./Dens. Rel.)	*Standard Proctor*		6	each	$ 140.00	$ 840.00
Atterberg Limits Tests	*Plasticity Index*		6	each	$ 80.00	$ 480.00
Washed Sieve (- #200 Sieve)	*Percent Fines*		6	each	$ 60.00	$ 360.00
Lime Series	*Lime Series*		2	each	$ 250.00	$ 500.00
Lime Gradations	*Gradations*		20	each	$ 15.00	$ 300.00
Lime Depth Checks	*Depth Check*		20	each	$ 15.00	$ 300.00
Vehicle Charge			65	trips	$ 55.00	$ 3,575.00
					Subtotal:	**$ 25,870.00**
Concrete						
Engineering Technician	*Pavement - Road*	*20 Events*	140	hours	$ 55.00	$ 7,700.00
Engineering Technician	*Sidewalks & Ramps*	*3 Events*	18	hours	$ 55.00	$ 990.00
Conc. Cylinders (Comp. Str.)			144	each	$ 18.00	$ 2,592.00
Material Sample Pickup			23	trips	$ 165.00	$ 3,795.00
					Subtotal:	**$ 15,077.00**
Project Management						
Administrator / Clerical / Dispatch			22	hours	$ 50.00	$ 1,100.00
Project Manager			44	hours	$ 125.00	$ 5,500.00
Project Principal			22	hours	$ 185.00	$ 4,070.00
					Subtotal:	**$ 10,670.00**
					PROJECT TOTAL:	**$ 51,617.00**

General Assumptions:

Based on the general project information and our scope of services outlined above, the general assumptions utilized in the preparation of our estimated fees are listed below:

1. All material sample pickups and transport to our Laboratory are separate trips, independent of scheduled services.
2. Utility trench excavation backfilling will be completed at a rate of 2 lifts per day for a length of 100 linear feet per day.
3. Utility structures includes box culverts, headwalls, storm structures, inlets, manholes, light pole bases, etc.
4. Subgrade preparation (stabilization/compaction) will be completed and concrete for road pavement will be placed at a rate of roughly 200 linear feet per event (pour). Two sets of concrete sample cylinders are expected for each concrete placement event.
5. Subgrade preparation (stabilization/compaction) will be completed and concrete for sidewalks will be placed at a rate of 50-100 linear feet per event (pour). One 1 set of concrete sample cylinders is expected for each concrete placement event.
6. Concrete for curbs will be completed at a rate of 200 linear feet per event (pour) in two phases for joints.
7. Subgrade preparation (compaction) and concrete for sidewalks will be completed each with each individual section completed on separate/independent events at a minimum.
8. Concrete sample sets will consist of 4 sample cylinders measuring 6 inches in height by 12 inches in diameter and will be tested: 2 at 7 Days, 2 at 28 Days.
9. Overtime is not expected due to the project location and construction work hours constraints.
10. For budgeting purposes, all onsite services (example: earthwork and concrete) are estimated to be performed on separate trips and independent of each other.
11. Reinforcing steel will be observed by the Town of Flower Mound Inspectors.

STANDARD FEE SCHEDULE

Description of Services	Notes	Unit Rate
Field Services		
• Engineering Technician		$ 55.00 / hour
• Senior Engineering Technician		$ 60.00 / hour
• Specialty Engineering Techncian		$ 75.00 / hour
• Structural Steel Technician		$ 80.00 / hour
• Nuclear Gauge Fee		$ 75.00 / day
• Core Drilling (Crew)		$ 100.00 / hour
• Core Drilling (Equip. & Matls)		$ 15.00 / each
Project Management & Engineering Services		
• Administrator / Clerical / Dispatch		$ 50.00 / hour
• Project Manager		$ 120.00 / hour
• Project Principal		$ 185.00 / hour
• Concrete Mix Design Review		$ 300.00 / each
• Certification Letter		$ 325.00 / each
Laboratory Services		
• St. Proctor (Moist./Dens. Rel.)	*ASTM D-698*	$ 140.00 / each
• Mod. Proctor (Moist./Dens. Rel.)	*ASTM D-1557*	$ 140.00 / each
• Atterberg Limits Tests	*ASTM D-4318*	$ 80.00 / each
• Washed Sieve (- #200 Sieve)	*ASTM D-1440*	$ 60.00 / each
• Lime Series	*ASTM D-6276*	$ 160.00 / each
• Lime Gradations	*ASTM D-6913*	$ 15.00 / each
• Free-Swell Test	*ASTM D-4546*	$ 100.00 / each
• Conc. Cylinders (Comp. Str.)	*ASTM C-39*	$ 18.00 / each
• Conc. Cores (Comp. Str.)	*ASTM C-39*	$ 50.00 / each
• Grout Prisms (Comp. Str.)	*ASTM C-1019*	$ 30.00 / each
• Mortar Cubes (Comp. Str.)	*ASTM C-270*	$ 18.00 / each
• Masonry Block Prisms (Comp. Str.)	*ASTM C-1314*	$ 300.00 / each
Mobilization & Transportation		
• Core Drilling (Mobilization)		$ 350.00 / each
• Floor Flatness (Mobilization)		$ 300.00 / hour
• Material Sample Pickup		$ 165.00 / trip
• Vehicle Charge		$ 55.00 / trip

General Notes:

1. There will be no minimum charge for services rendered on this project; billing will be based on specific unit rates reflecting only the actual time spent and tests performed on this project.
2. Hourly unit rates are based on a normal 10 hour work day, Monday through Friday (non-holidays), between normal business hours of 7:00 a.m. to 5:00 p.m. Hourly rates outside normal hours (excluding travel time and report preparation/lab time), and on Saturday, Sunday, and Holidays, will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.
3. All vehicle charges account for a round trip from the **ECS Southwest, LLP Fort Worth, Texas** office to the project site.

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

DATE: December 18, 2023
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing, for the Tealwood Oaks Park Improvements project, in the amount of $18,663.50; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Professional Services Agreement includes construction materials engineering and testing for the Tealwood Oaks Park Improvements project. The construction project was awarded to 2L Construction, LLC on November 16, 2023.

The project consists of the replacement of two pedestrian bridges, new fabric shade structure, concrete trail repairs, and new park amenities to include picnic tables, benches, and trash receptacles.

These park improvements were recommended in the 2017 Parks & Recreation Master Plan update, and the project was approved by the Town Council as part of the FY2021-22 Parks CIP Plan.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $18,663.50

Proposed Expenditure/(Revenue)	**Account Number(s):**
$18,663.50	317-110-90650-6210

LEGAL REVIEW: The Town's standard professional service 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. Professional Services Agreement
2. Form 1295 (Internal Use)

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHWEST, LLP

This contract is entered into on this 18th day of December 2023, by and between the **TOWN OF FLOWER MOUND, TEXAS,** a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **ECS SOUTHWEST, LLP** ("hereinafter referred to as "CONSULTANT") whose address is 2621 White Settlement Road, Fort Worth, TX 76107

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Tealwood Oaks Park Improvements; and

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

TERMS OF AGREEMENT

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

I.
Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Tealwood Oaks Park Improvements Construction Materials Engineering and Testing specifically including, but not necessarily limited to, the tasks enumerated more fully in

Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.
Payment for Services

Total payment for services described herein shall be a sum not to exceed Eighteen Thousand Six Hundred Sixty-Three and 50/100 Dollars ($18,663.50). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a flat fee for specific tests performed in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.
Revisions of the Scope of Services

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

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.
Term

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

VI.
Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than $100,000.00 for each accident, $100,000.00 disease-each employee, $500,000.00 disease-policy limit;

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of

CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of $1,000,000 per occurrence, $1,000,000 Products/Completed Operations Aggregate and $1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000.00 per occurrence; and

4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be $1,000,000.00 per claim, $1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

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

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

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;

5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and

6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

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

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;

2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and

4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.
Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII.
Independent Contractor

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

XIV.
Default

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

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

(a) Specific performance of the Contract;

(b) Re-performance of this Contract at no extra charge to TOWN; or

(c) Monetary damages in an amount not to exceed:

(1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus

(2) The total dollar amount of this Contract.

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

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

XIX.
Notice Information

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

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

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

Tim Tarbutton
ECS Southwest, LLP
2621 White Settlement Road
Fort Worth, TX 76107
682-350-2250 Telephone
ttarbutton@ecslimited.com

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

(a) Cancel, terminate, or suspend the Contract in whole or in part; or

(b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract

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

[The remainder of this page left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By:_____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

_____
Town Secretary

CONSULTANT:
ECS SOUTHWEST, LLP

By: SNeekhra
Name: Siddarth Neekhra, P.E.
Title: SR. VP, Subsidiary Regional Manger
Date Signed: _____

State of Texas §
§
County of Tarrant §

This instrument was acknowledged before me on the 29 day of November, 20 23, by Siddarth Neekhra in his capacity as Subsiduary Regional Manager of ECS Southwest, a LLP Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of ECS Southwest, LLP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 29 DAY OF November, 20 23.

Jessy Nolasco
Notary Public, State of Texas

My Commission Expires:
10/21/2025

Jessy Halah Nolasco
My Commission Expires
10/21/2025
Notary ID
133405475

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

DATE: December 18, 2023
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the annual purchase contract for Annual Slurry Seal Services with Viking Construction, Inc, through a City of Denton Contract (#7619) for an estimated annual amount of $120,000.**

BACKGROUND: This item is for the purchase of slurry seal services for the Public Works Street Maintenance division, using the City of Denton contract (#7619) with Viking Construction, Inc., for an estimated annual amount of $120,000.

Each fiscal year funds are included in the Street Maintenance division's budget for asphalt slurry seal projects. The department estimates an annual expenditure of $120,000.00 for FY2023-24 to slurry seal various asphalt roads. Viking Construction Company has provided the Town with these services in the past and staff is confident of their ability to perform these services satisfactorily.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of Denton entered into an interlocal agreement effective June 6, 2023. The initial term of the agreement was one year, and automatically renews annually, unless cancelled by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Slurry seals provides a protective layer to help prevent further deterioration of the asphalt pavement, delaying the need for more extensive and costly repairs. A decision not to approve these services will lead to faster deterioration of the Town's asphalt roads.

FISCAL IMPACT: $120,000.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$120,000.00	100-690-92240-4303

LEGAL REVIEW: N/A

ATTACHMENTS:
1. City of Denton Contract

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

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Docusign City Council Transmittal Coversheet

RFP	7619
File Name	Micro Seal
Purchasing Contact	Gabby Leeper
City Council Target Date	MAY 25, 2021
Piggy Back Option	Yes
Contract Expiration	MAY 25, 2025
Ordinance	21-955

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND VIKING CONSTRUCTION, INC
(CONTRACT 7619)

THIS CONTRACT is made and entered into this date DocuSigned by: _____, by and between Viking Construction, Inc. a Texas corporation, whose address is 2592 Shell Road Georgetown, TX 78628, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City's document RFP 7619- Micro Seal, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's RFP 7619 **(Exhibit "B" on File at the Office of the Purchasing Agent);**
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Insurance Requirements **(Exhibit "D");**
(e) Certificate of Interested Parties Electronic Filing **(Exhibit "E");**
(f) Contractor's Proposal **(Exhibit "F")**;
(g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G");**

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel
Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign

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Terrorist Organization
Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CONTRACTOR

DocuSigned by:
BY: Brad J Pearce
8B41D04B6A0243C...
AUTHORIZED SIGNATURE

Printed Name: Brad J Pearce

Title: Vice-President

(512) 413-0006
PHONE NUMBER

brad@vciss.com
EMAIL ADDRESS

2021-746707
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

DocuSigned by:
Rebecca Diviney
6B9EA34E4B6B4E...
SIGNATURE

Rebecca Diviney
PRINTED NAME

Director of Capital Projects/City Engineer
TITLE

Capital Projects - Engineering
DEPARTMENT

CITY OF DENTON, TEXAS

DocuSigned by:
BY: Sara Hensley
5236DB2962704...
SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
BY: Rosa Rios
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:
BY: Marella Lunn
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Exhibit A
Special Terms and Conditions

1. Total Contract Amount
The contract total for services shall not exceed $4,400.000. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional three (3) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal

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date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

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Exhibit C
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

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6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

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C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

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A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise

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negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.
B. The making and acceptance of final payment will constitute:
i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:
A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.
B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:
A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or

DocuSign Envelope ID: 905914A8-1C19-4F86-A198-D596A7C6B268

remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or

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manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the

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Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The

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City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:
A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:
A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE**

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CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any

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reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

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36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by

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the City, to the City upon request by the City.
B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or

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any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole

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or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:
A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the

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laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**
Contract # 7619

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A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.
B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

58. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the Contract # 7619

DocuSign Envelope ID: 905914A8-1C19-4F86-A198-D596A7C6B268

respondent.

59. **PREVAILING WAGE RATES:** The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. **DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. **RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. **FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to

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whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. **RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **RFP/Bid documents**
3. **City's standard terms and conditions**
4. **Purchase order**
5. **Supplier terms and conditions**

DocuSign Envelope ID: 905914A8-1C19-4F86-A198-D596A7C6B268

Exhibit D
INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

    - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

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- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

DocuSign Envelope ID: 905914A8-1C19-4F86-A198-D596A7C6B268

[X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[X] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least $100,000 for each accident, $100,000 per each employee, and a $500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[ ] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **$500,000.00** combined bodily injury and property damage per occurrence with a **$1,000,000.00** aggregate.

[ ] **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than **$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

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[ ] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **Environmental Liability Insurance**

Environmental liability insurance for $1,000,000 to cover all hazards contemplated by this contract.

[ ] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than $_____ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

DocuSign Envelope ID: 905914A8-1C19-4F86-A198-D596A7C6B268

ATTACHMENT 1

[ ] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any overage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the

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project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. obtain from each other person with whom it contracts, and provide to the contractor:

a. a certificate of coverage, prior to the other person beginning work on the project; and

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b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor’s failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

DocuSign Envelope ID: 905914A8-1C19-4F86-A198-D596A7C6B268

Exhibit E
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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7619 RFP Microseal Exhibit F

Line #	Description	QTY	UOM	Unit
1	Microsurfacing, Type III, 24-26 pounds per sq	430000	SY	$2.51
2	Mobilization	1	EA	$20,000.00

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CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

Viking Construction, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NA

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Brad J Pearce — Signature of vendor doing business with the governmental entity

3/24/2021 — Date

DocuSign

Certificate Of Completion

Envelope Id: 905914A81C194F86A198D596A7C6B268
Status: Completed
Subject: Please DocuSign: City Council Contract 7619 Micro Seal
Source Envelope:
Document Pages: 34
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Gabby Leeper
901B Texas Street
Denton, TX 76209
Gabby.Leeper@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
4/27/2021 11:10:58 AM
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Gabby.Leeper@cityofdenton.com
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Signer Events	Signature	Timestamp
Gabby Leeper gabby.leeper@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 4/27/2021 11:43:38 AM Viewed: 4/27/2021 11:44:06 AM Signed: 4/30/2021 12:07:54 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/30/2021 12:07:57 PM Viewed: 4/30/2021 4:05:16 PM Signed: 4/30/2021 4:06:14 PM
Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 68.185.202.16	Sent: 4/30/2021 4:06:16 PM Viewed: 5/3/2021 3:34:06 PM Signed: 5/3/2021 3:34:57 PM
Brad J Pearce brad@vciss.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/5/2021 8:47:41 PM ID: 90ffa8dd-e5f1-4ea1-aa9a-ceb4c15709b9	DocuSigned by: Brad J Pearce 8BA1034346AD43C... Signature Adoption: Pre-selected Style Using IP Address: 71.221.78.37	Sent: 5/3/2021 3:34:59 PM Viewed: 5/5/2021 8:47:41 PM Signed: 5/5/2021 8:50:06 PM

Signer Events	Signature	Timestamp
Rebecca Diviney Rebecca.Diviney@cityofdenton.com Director of Capital Projects/City Engineer Security Level: Email, Account Authentication (None)	DocuSigned by: Rebecca Diviney CE9F2B4E4B6745F... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/5/2021 8:50:08 PM Viewed: 5/6/2021 9:22:37 AM Signed: 5/6/2021 9:23:35 AM
Electronic Record and Signature Disclosure: Accepted: 5/6/2021 9:22:37 AM ID: c198cae8-bd33-428a-af0d-58ea83e3202d		
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: 363C634459CB44D... Signature Adoption: Uploaded Signature Image Using IP Address: 198.49.140.104	Sent: 5/6/2021 9:23:38 AM Viewed: 5/26/2021 8:02:04 AM Signed: 5/26/2021 8:02:37 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/26/2021 8:02:40 AM Viewed: 5/26/2021 8:03:29 AM Signed: 5/26/2021 8:03:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/26/2021 8:03:33 AM Viewed: 5/26/2021 9:13:43 AM Signed: 5/26/2021 9:14:03 AM
Electronic Record and Signature Disclosure: Accepted: 5/26/2021 9:13:43 AM ID: 26397930-257a-43b4-b835-6eea2f883e18		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 4/30/2021 12:07:56 PM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/6/2021 9:23:37 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/6/2021 9:23:38 AM Viewed: 5/6/2021 9:33:41 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/26/2021 9:14:06 AM Viewed: 5/26/2021 9:25:36 AM
Robbin Webber Robbin.Webber@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/14/2021 10:06:13 PM ID: aae9444f-05d1-40e6-b374-49151da81e14	COPIED	Sent: 5/26/2021 9:14:07 AM Viewed: 5/26/2021 9:30:36 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/27/2021 11:43:38 AM
Certified Delivered	Security Checked	5/26/2021 9:13:43 AM
Signing Complete	Security Checked	5/26/2021 9:14:03 AM
Completed	Security Checked	5/26/2021 9:14:07 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

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

DATE: December 18, 2023
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of a Mack GR64BR concrete mixer truck for the Public Works Department from Bruckner Truck Sales, through Houston-Galveston Area Contract (HGAC) # HT06-20, in the total amount of $219,900.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Public Works Department is requesting the purchase of a 2024 Mack GR64BR truck with a Beck 10.5 cubic yard mixer body. The unit will be purchased from Bruckner Truck Sales through HGAC contract # HT06-20 in the amount of $219,900.00. This request is in accordance with the Fleet Department's recommendation. This purchase is a new addition to the Town's Fleet Inventory approved via Fiscal Year 23-24 Decision Package and approved in the Fiscal Year 23-24 budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Larger concrete repair projects could be awarded to contractors. However, the use of contractors is at a much higher expense than having the ability to perform the work using Town staff. It is estimated that the purchase of a concrete truck will save approximately $120,000 in concrete maintenance versus using contractors. This will allow for more street maintenance to be performed each year.

FISCAL IMPACT: $219,900.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$219,900.00	378-588-00000-6130

LEGAL REVIEW: N/A

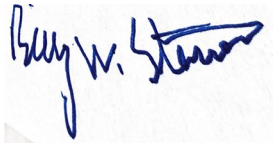
ATTACHMENTS:
1. Bid Award Recommendation
2. Bruckner Proposal
3. HGAC Worksheet

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

Bid Award Recommendation

Date:	11/17/2023 – Decision Pkg/ARPA Grant – FY24
Description:	**10.5 Cubic Yard Concrete Mixer Truck**
Qty.:	1
Replaces:	*None – New Fleet Addition – Pavement Maintenance*
Bidder:	Bruckner Truck Sales, Jake Maxwell 214-551-6199, jmaxwell@brucknertruck.com Via HGAC Cooperative Contract# HT06-20.
Item:	1 Mack GR64BR With Beck 10.5 Cubic Yard Concrete Mixer body as per Attached Mack Truck and Beck Industrial Mixer Specifications.
	Total Cost of Vehicles, Equipment & Installation: $219,900.00

It is Fleet Services recommendation to award the bid to **Bruckner Truck Sales** in the amount of **$219,900.00** utilizing the **HGAC Cooperative Contract # HT06-20**.



11/17/2023

Fleet Services Manager

Date

Bruckner Truck Sales, Inc.
Retail Proposal

Date: **November 8, 2023**

CUSTOMER INFORMATION	
Name:	**TOWN OF FLOWER MOUND**
Name:	
Address:	**201 SPINKS RD**
CSZ:	**FLOWER MOUND, TEXAS 75028**
Phone:	**940-765-0807** Cell: **940-765-0807**
Fax:	Contact: **KEITH GABBARD**
Email:	**keith.gabbard@flower-mound.com**

EQUIPMENT INFORMATION			
Stock #:	**TBD**	UNITID	**TBD**
Year:	**2025**	BODY	**MIXER**
Make:	**MACK**		
Model:	**GR64BR**		
VIN:	**TBD**		
Salesperson:	**Jake Maxwell**		

EQUIPMENT SPECIFICATIONS			
Engine Make:	**MACK MP7**	Wheelbase:	**234"**
Horsepower:	**365HP 1450 LB-FT**	Frame:	**9.5MM**
Engine Brake:	**MACK POWER LEASH**	Interior Trim:	**STEEL GREY VINYL**
Transmission:	**ALLISON 4500 RDS**	Wheels Front:	**ALUMINUM**
Front Axle:	**23,000 MACK TAPERLEAF**	Wheels Rear:	**ALUMINUM**
Rear Axle:	**RT46-16EH MERITOR**	Tire Size:	**445/65R22.5 {F} 11R22.5 {R}**
Rear Suspension:	**HMX EX 460 HENDRICKSON 46,000LB**	Tire Front:	**MICHELIN XZY3**
Ratio:	**4.56**	Tire Rear:	**BRIDGESTONE M799**

Chassis Includes the Following Local Extras:

PREP FOR DELIVERY
HGAC
10.5YD BECK MIXER PRICE INCLUDED
SPEC ATTACHED
BUFFALO GRAPHICS / GRAPHICS

ENGINE 2 60 MONTHS OR 250K MILES
AFTER TREATMENT 60 MONTHS OR 250K MILES
ALLISON 60 MONTHS UNLIMITED MILEAGE

	Each		Multiple Total
Trade-In Information: Trade 1: Trade 2:	**$219,900.00**		**$219,900.00**
Allowances:	-		
VIN:			
Year:			
Make:			
Model:			
Payoff:			
Quantity 1			
OTHER CHARGES:			
Title, and License Fees (Estimated):	-		-
Purchase Coverage Type: **ENG2 & AFT 60M / 250K**	-		-
Insurance Type:	-		-
Dealer Inventory Tax and Doc Fees	-		-
Cash Down Payment:			
TOTAL:	**$219,900.00**		**$219,900.00**

Dealer Signature:_____ Customer Signature:_____

Date:_____ Date:_____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed $50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	HT06-20	Date Prepared:	11/16/2023

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	Town of Flower Mound	**Contractor:**	Bruckner Truck Sales
Contact Person:	Keith Gabbard	**Prepared By:**	Bob Davie
Phone:		**Phone:**	512-632-6622
Fax:		**Fax:**	210-666-7216
Email:	keith.gabbard@flower-mound.com	**Email:**	bob.davie@brucknertruck.com

Product Code:	I9	Description:	GR64BR

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 42900

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Trans Synd	3250	Transmission Cooler	3200
4500RDS	18500	46K rear axle	9800
Traction Diff	3900	Wheelbase 234	5100
Upgrade to 46K Suspension	7800	Double Reduction Rear Axle	4200
Lube Rear axle	3100	11.811 x 3.54 x .437	4345
Flaming River Disconnect	1150	GU 8 Vocational Package	3800
Frame Liner	3250	Allison Voc Package	6500
		Transverse Torque Rods	3250
		CeMen Tech Mixer	81610
Torque Converter	2850		
Maintenance Moniter	3200	**Subtotal From Additional Sheet(s):**	
MP7 365M	7800	**Subtotal B:**	176605

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Credit Beck Mixer	-31715	Graphics	2401
23K Front Axle	12318		
23K Springs	12318	**Subtotal C:**	-4678

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** -2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Extended Warranties	4073		
		Subtotal D:	4073

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 218900

Quantity Ordered:	1	X Subtotal of A + B + C + D:	218900	=	Subtotal E:	218900

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 1000

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
				Subtotal G:	0

Delivery Date:		**H. Total Purchase Price (E+F+G):**	219900

HGACBuy THE SMART PURCHASING SOLUTION

TOWN COUNCIL
AGENDA J.7.
CONSENT ITEM(S)

DATE: December 18, 2023
FROM: Jose Mendez, Director of Information Technology
ITEM: **Consider approval of a Professional Services Agreement for Network Switch Replacements by Centre Technologies, Inc., in the amount not to exceed $325,763.83; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town of Flower Mound has approximately eighteen locations with outdated and end-of-life network switches that have a higher likelihood of failure and disruption to daily operations. Recognizing the critical role of a reliable and scalable network infrastructure, the IT Department has identified a robust solution in Fortinet switches that will deliver enhanced cybersecurity and connectivity. During budget planning for fiscal year 2024, the Town approved purchasing equipment and professional services from, Centre Technologies Inc. They are a certified reseller and installer of Fortinet equipment that has displayed a commitment to ensuring the Town's reliability and resilience in technology through previous engagements. With their technical expertise and familiarity with our environment, they will assist in addressing the vulnerabilities of aging equipment, improving performance, and ensuring the Town's business continuity.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: $325,763.83

Proposed Expenditure/(Revenue)	**Account Number(s):**
$325,763.83	567-270-84510-2020

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

ATTACHMENTS:
1. Centre Technologies Switch Replacement PSA
2. Flower Mound & Centre Addendum

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

BUSINESS TECHNOLOGY SOLUTIONS FOR:

Fortinet Switch Replacement - Alternative Option

Quote # 061141
Version 1

PREPARED FOR:

Town of Flower Mound

Jose Mendez
jose.mendez@flower-mound.com

100 N. Central Expressway
Suite 200
Richardson, TX 75080
www.centretechnologies.com
(214) 550-3574

Fortinet Switch Replacement - Alternative Option

Prepared by:

Centre Technologies - Dallas

Rick Essex
on behalf of Rick Essex
(281) 506-2480
REssex@centretechnologies.com

Prepared for:

Town of Flower Mound

Jose Mendez
Ship To:
2121 Cross Timbers Road
Flower Mound, TX 75028
(972) 874-6051
jose.mendez@flower-mound.com

Quote Information:

Quote #: 061141

Version: 1
Delivery Date: 11/17/2023
Expiration Date: 12/29/2023

DIR-TSO-4288
DIR-CPO-4857

Products

Description	Qty	Price	Ext. Price
HW FS-1048E FortiSwitch-1048E Layer 2/3 FortiGate switch controller compatible switch with 48 x GE/10GE SFP/SFP+ slots and 6 x 40GE QSFP+ or 4 x 100GE QSFP28. Dual AC power supplies	2	$11,916.79	$23,833.58
FortiSwitch-1048E 24x7 FortiCare Contract FortiSwitch-1048E 1 Year FortiCare Premium Support	2	$1,191.69	$2,383.38
HW FS-448E FortiSwitch-448E Layer 2/3 FortiGate switch controller compatible switch with 48 x GE RJ45 ports, 4 x 10 GE SFP+	4	$1,322.69	$5,290.76
1 Year 24x7 FC SVC FortiSwitch-448E 1 Year FortiCare Premium Support	4	$132.26	$529.04
HW FS-448E-FPOE FortiSwitch-448E-FPOE Layer 2/3 FortiGate switch controller compatible PoE+ switch with 48 x GE RJ45 ports, 4 x 10 GE SFP+, with automatic Max 772W POE output limit	41	$3,213.09	$131,736.69
1 Year 24x7 FC SVC FortiSwitch-448E-FPOE 1 Year FortiCare Premium Support	41	$321.30	$13,173.30
HW FS-424E-FPOE FortiSwitch-424E-FPOE Layer 2/3 FortiGate switch controller compatible PoE+ switch with 24 x GE RJ45 ports, 4 x 10 GE SFP+, with automatic Max 421W POE output limit	7	$1,498.34	$10,488.38
1 Year 24x7 FC SVC FortiSwitch-424E-FPOE 1 Year FortiCare Premium Support	7	$149.82	$1,048.74
L2+ management switch with 8xGE + 2xSFP + 1xRJ45 console and automatic limited 130W POE FortiSwitch-108F-FPOE L2+ management switch with 8xGE + 2xSFP + 1xRJ45 console and automatic limited 130W POE	3	$337.00	$1,011.00
FortiSwitch-108F-FPOE 1 Year 24x7 FortiCare Contract FortiSwitch-108F-FPOE 1 Year FortiCare Premium Support	3	$33.70	$101.10

100 N. Central Expressway
Suite 200
Richardson, TX 75080
www.centretechnologies.com
(214) 550-3574

Products

Description	Qty	Price	Ext. Price
Layer 2/3 FortiGate switch controller compatible switch with 24 x GE/10GE SFP/SFP+ slots and 2 x 100GE QSFP28. Dual AC power supplies FortiSwitch-1024E Layer 2/3 FortiGate switch controller compatible switch with 24 x GE/10GE SFP/SFP+ slots and	2	$8,583.10	$17,166.20
FortiSwitch-1024E 1 Year 24x7 FortiCare Contract FortiSwitch-1024E 1 Year FortiCare Premium Support	2	$858.31	$1,716.62
10GE SFP+ transceiver module, long range 10GE SFP+ transceiver module, long range 10GE SFP+ transceiver module, 10km long range for systems with SFP+ and SFP/SFP+ slots	40	$106.48	$4,259.20
10GE SFP+ transceiver module, short range 10GE SFP+ transceiver module, short range 10GE SFP+ transceiver module, short range for systems with SFP+ and SFP/SFP+ slots	8	$57.49	$459.92
Module FN-TRAN-SX 1GE SFP SX transceiver module 1GE SFP SX transceiver module for systems with SFP and SFP/SFP+ slots	8	$35.24	$281.92
1GE SFP RJ45 transceiver module 1GE SFP RJ45 transceiver module 1GE SFP RJ45 transceiver module for systems with SFP and SFP/SFP+ slots	8	$103.52	$828.16
Module FN-TRAN-LX 1GE SFP LX transceiver module 1GE SFP LX transceiver module, 10km range, -40C to 85C, over SMF, for systems with SFP and SFP/SFP + slots	4	$72.14	$288.56
10 GE SFP+ passive direct attach cable, 1m 10 GE SFP+ passive direct attach cable, 1m 10 GE SFP+ passive direct attach cable, 1m for systems with SFP+ and SFP/SFP+ slots.	32	$45.44	$1,454.08
10 GE SFP+ passive direct attach cable, 3m 10 GE SFP+ passive direct attach cable, 3m 10 GE SFP+ passive direct attach cable, 3m for systems with SFP+ and SFP/SFP+ slots.	12	$57.81	$693.72
FortiGate-400F Hardware plus FortiCare Premium and FortiGuard Unified Threat Protection (UTP) FortiGate-400F Hardware plus 1 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	2	$11,866.24	$23,732.48
		Subtotal:	**$240,476.83**

100 N. Central Expressway
Suite 200
Richardson, TX 75080
www.centretechnologies.com
(214) 550-3574

Services

Description	Qty	Price	Ext. Price
Installation & Configuration Dedicated consultant specializing in datacenter modernization and upgrades for servers, networking, virtualization, hybrid and cloud infrastructure, including delivery of strategy, design, deployment, maintenance, verification, documentation, and post-deployment support. *See "Scope of Work" documentation for complete details and service inclusions.*	1	$85,287.00	$85,287.00
		Subtotal:	**$85,287.00**

Quote Summary

Description	Amount
Products	$240,476.83
Services	$85,287.00
Total:	**$325,763.83**

This Quote is between Centre Technologies, Inc. a Texas corporation (sometimes referred to as "we," "us," "our," OR "Provider"), and the Customer found on the applicable Quote (sometimes referred to as "you," "your," OR "Customer"). Collectively, these two entities are "the Parties". The Quote, together with the MSA and relevant Service Attachments, forms the Agreement between the Parties. This Quote is effective as of the date the Parties sign below, ("Services Start Date"). If there is a conflict between this Quote, the Master Services Agreement, the Product Terms and Conditions, and any Service Attachment, amendment, or schedule, this Quote will control for the items in this Quote only.

The definitions and the Term are set forth in the MSA. Customer hereby acknowledges that all of the Agreements and Quotes contained herein are subject to the applicable tax (e.g., international, federal, state and local sales tax), shipping, handling and other associated fees. The Uniform Commercial Code, as adopted by the Texas Business and Commerce Code, shall apply where appropriate. Provider reserves the right to cancel or amend orders arising from pricing or other errors contained in the attached Quote and will notify the Customer.

This Order and its accompanying Agreements supersede all prior negotiations, discussions, proposals, communications, or previous Orders or Agreements between the parties.

By signing below, the Parties acknowledge, represent, and warrant that they have read and agree to the terms and conditions of the Agreement, including all related agreements, schedules, Service Attachments, and/or amendments identified at the end of this Quote. The Party hereby represents that the electronic signature to this Quote shall be relied upon and serves to bind them/it to the obligations stated herein. Each Party hereby warrants and represents that he/she/it has the express authority to execute this Agreement(s).

100 N. Central Expressway
Suite 200
Richardson, TX 75080
www.centretechnologies.com
(214) 550-3574

E-Signature Confirmation for Town of Flower Mound

Signature: _____

Name: _____

Title: _____

Date: _____

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060
centretechnologies.com
(281) 506-2480

Centre TECHNOLOGIES

Agreements Overview

I. TERMS AND CONDITIONS

a. Centre Technologies' Product Terms and Conditions
https://centretechnologies.com/hubfs/Agreements/PTC-Centre_Technologies-v2.3-090121.pdf

b. Third Party Terms and Conditions
For Third-Party Manufacturers, additional terms and conditions may apply.

II. AGREEMENTS

a. Mutual Non-Disclosure Agreement (MNDA)
https://centretechnologies.com/hubfs/Agreements/MNDA-Centre_Technologies-v1.7-090221.pdf

b. Master Services Agreement (MSA)
https://centretechnologies.com/hubfs/Agreements/MSA-Centre_Technologies-v1.3-CT0412023.pdf

c. Acceptable Use Policy (AUP) for All Services
https://centretechnologies.com/hubfs/Agreements/AUP-Centre_Technologies-v1.2-083121.pdf

d. Service Level Objectives (SLO) for All Services
https://centretechnologies.com/hubfs/Agreements/SLO-Centre_Technologies-v1.4-CT041223.pdf

e. Microsoft Cloud Volume Licensing Agreement
https://centretechnologies.com/hubfs/Agreements/Microsoft_Cloud_Agreement-2019_oct.pdf

f. Microsoft SPLA End User License Terms
https://centretechnologies.com/hubfs/Agreements/MS_SPLA_End_User-Centre_Technologies-v1.2-081820.pdf

g. Service Attachment (SA) for Secure Managed Services
https://centretechnologies.com/hubfs/Agreements/SA-Secure_Managed_Services-Centre_Technologies-v1.9-092021.pdf

h. Service Attachment (SA) for Secure Managed Services Express
https://centretechnologies.com/hubfs/Agreements/SA-SMSE-Managed_Services_Express-Centre_Technologies-v1.0-01312023.pdf

i. Service Attachment (SA) for Cloud Services
https://centretechnologies.com/hubfs/Agreements/SA-Cloud_Services-Centre_Technologies-v1.3-06162023CT.pdf

j. Service Attachment (SA) for Endpoint Detection and Response Services
https://centretechnologies.com/hubfs/Agreements/SA-Endpoint_Detection_and_Response_Services-Centre_Technologies-v1.2-083121.pdf

k. Service Attachment (SA) for Network Detection and Response Services
https://centretechnologies.com/hubfs/Agreements/SA-Network_Detection_and_Response_Services-Centre_Technologies-v1.2-083121.pdf

l. Service Attachment (SA) for Cloud Detection and Response Services
https://centretechnologies.com/hubfs/Agreements/SA-Cloud_Detection_and_Response_Services-Centre_Technologies-v1.3-083121.pdf

Centre
TECHNOLOGIES

STATEMENT OF WORK

Town of Flower Mound- Switch Refresh & FortiGate Firewall Install

November 17, 2023

PRESENTED TO
Town of Flower Mound

PREPARED BY
Centre Technologies, Inc.
Don Garner

Contact Information

Customer Contact	Jose Mendez	972-874-6051 Jose.Mendez@Flower-Mound.com
Centre Account Manager	Rick Essex	972-333-0934 ressex@centretechnologies.com
Centre Services Contact	Don Garner	832-865-1286 dgarner@centretechnologies.com

Project Overview

This Statement of Work is between Centre Technologies, Inc., a Texas company (sometimes referred to as “we,” “us,” “our,” OR “Provider”), and Town of Flower Mound (sometimes referred to as “you,” “your,” OR “Customer”). This document, along with the Quote and Master Services Agreement, forms the Agreement between both parties including terms to which both parties agree to be bound.

Executive Summary

The goal of this project is to replace the existing HA pair firewalls located at Town Hall, the existing 61 access switches, and the network core. The replacement will allow the customer to maintain secure, easy to manage, and reliable foundation for the IT infrastructure. The firewalls currently located at Town Hall will be moved to the Police Department.

A network cut-over is a complex and critical process that requires careful planning, preparation, and execution to minimize downtime, data loss, and disruptions to business operations. It is important to have a well-defined plan in place and to communicate effectively with all stakeholders to ensure a successful cut-over.

During the phases of this project, Centre will work with the Customer to meet project timelines and goals. Upon completion of this project, the Customer and Centre will meet to discuss recommendations and next steps.

Solution Summary

The existing Dell access switches will be replaced with Fortinet FortiSwitches.

Two new Fortigate 400F configured in an HA Pair will be purchased for Town Hall

Police Department will have the 600E (HA Pair) repurposed from Town Hall

This project is setup for services to be performed **onsite** at the defined work locations.

Project Management

Centre Technologies will assign a Project Manager for the duration of this project to work closely with an assigned Customer representative (i.e., Primary Technical Contact) to ensure proper project coordination and planning.

These activities will include:

- Project Kickoff Meeting to define project resources and delivery timeline.
- Project Status Report, including scheduled project activities.
- Project Status Meetings and updates, as needed.
- Coordination of schedules to ensure successful implementation.
- Final Project Deliverables, including documentation, notations, and references to formalize end of project.

Key Assumptions

The key assumptions for this project include:

- All work to be performed at Customer premises shall occur during normally scheduled working hours (8:00 a.m. to 6:00 p.m. CST, Monday through Friday), except holidays, and unless otherwise agreed to in advance.
- All tasks will be performed over a consecutive timeframe unless otherwise agreed to by all parties.
- Additional charges may apply if a Centre consultant must return to site for any reason outside of the technician's control. For example:
    - All equipment is not onsite.
    - Location/area is not ready for install.
    - Site contact is not available when consultant arrives, and consultant is turned away.
- During the project the Centre consultant may collect inventory, and configuration data from the environment as a whole.
- Firewall rules can be added/modified at any time during the project.
- Service contracts for equipment & solutions are in good standing.
- Customer has necessary cabling infrastructure in place.
- There are sufficient network ports in the existing network to perform the installation.
- There is sufficient rack space available to perform the installation.
- Network hand-off will be RJ45 unless transceivers and fiber patch cables are included in the equipment order.
- Customer will purchase any additional equipment/devices/parts/cables required to meet the project goals.
- Network diagram will be provided prior to the installation.
- Network is in good health and issues will not hinder the application of the changes.
- Installations and cutovers can be performed during normal business hours, applies unless "Afterhours Cutover" is listed as a task.

Project Scope

Events and Tasks

This section contains the scope of the events and tasks associated with the completion of the project. These are organized into phases. Any dates are subject to change depending on schedules and progress.

Kickoff

Project Kickoff

- Review project goals
- Confirm technical goals & requirements.
- Confirm customer access to systems.
- Receive credentials and network information.
- Schedule project start

Preparation

Fortinet FortiSwitch Configuration

- Planning and Preparation
- Install and Configure Fortinet FortiSwitch
- Enable the switch controller on the FortiGate unit.
- Before connecting the FortiSwitch and FortiGate units, ensure that the switch controller feature is enabled on the FortiGate unit with the FortiGate GUI or CLI to enable the switch controller. Depending on the FortiGate model and software release, this feature might be enabled by default.
- Switch(s)
    - Hardware Installation: mount the switch, connect the power supply, and the network.
    - Initial Configuration
        - Configure IP address on the management interface.
        - Set up the admin account and password.
        - Set the VLAN ID.
        - Set the default gateway.
    - VLAN Configuration
        - Set up the VLANs and configure the VLAN interfaces.
    - Port Configuration
        - Configure the ports as access or trunk ports.
        - Assign VLANs.
    - Security Settings
        - Configure port security, MAC filtering, and other security settings.
    - Save Configuration and Test the Configuration
        - Connect devices and test.
        - Verify communication.
    - Cut-Over
        - Create the cut-over plan beginning with the Core switch stack located at Town Hall

Implementation

Fortinet FortiSwitch Installation

- Testing, Migration, and Verification
- Switch(s)
    - Advanced Configuration
        - Configure Fireewall Policies and Routes
            - Advanced network services, including: Layer 3 switches, policy configuration, ACLs/NATs, Adaptive Policy, high availability pairs, switch stacks
    - Save Configuration and Test the Configuration
        - Connect devices and test.
        - Verify communication.
    - Cut-Over
        - Validat the cut-over plan
- Migration & Cut-Over
    - Coordinate the site cut-over plan for defined sites
    - Cut-over from the old network infrastructure to a new one.
    - Migration: This involves migrating from the old network to the new one.
    - Verification: This involves verifying that all devices have been successfully migrated to the new network and that they are functioning properly.

Data Center Firewall Installation

- -- Data Center Firewall --
    - Town Hall will have the 400F (HA Pair) / New Purchase
    - Police Department will have the 600E (HA Pair) / repurposed from Town Hall
- The Firewall series provides advanced protection by combining intrusion prevention, gateway anti-virus, anti-spyware, and content/URL filtering services. Security is by no means simple, but a multi-layer, policy-driven approach using an advanced firewall at the gateway into and out of your network can provide a solid, secure foundation to build upon.
- Activation / Base Configuration/ Firmware Updates
- Receive & Unbox and Inspect
- Configure Default VLANs
- Apply Device Label, Document device Burn in
- Configure Default ACLs
- Basic Security Services
- Configuration of Advanced Routing (BGP, OSPF, SDWAN)
- Configuration of WAN Load Balancing
- SSL VPN Configuration (integrated with AD auth)
- Site-to-Site VPN Configurations
- Advanced Content Filter Configuration with SSO
- Migration & Cut-Over

Firewall High Availability Unit

- Town Hall will have the 400F (HA Pair) / New Purchase

    - Police Department will have the 600E (HA Pair) / repurposed from Town Hall
- Create & Configure LAN & WAN VLANs on Switch
- Test Failover
- Onsite Installation
- Configure HA on Firewalls
- Apply Device Label, Document device Burn in
- Register & Activate
- Receive, Unbox & Inspect

Support

Post Project Support

- Dedicated expert level support to ensure that any post project issues are resolved as quickly as possible.
- Post-cutover: This involves monitoring the new network environment to ensure that it is stable and that there are no issues that require immediate attention.

Knowledge Transfer

Documentation & Knowledge Transfer

- Complete project documentation
- Knowledge transfer with client

Closeout

Project Closeout

- Confirm that customer has monitoring and backups in place for the new/upgraded solutions.
- Review results with Customer
- Provide project documentation.

Work Locations

Services will be performed **onsite** at the following location(s):

1. **Town Hall (Core):** 2121 Cross Timbers Road, Flower Mound TX 75028
2. **Town Hall (Floor 1):** 2121 Cross Timbers Road, Flower Mound TX 75028
3. **Town Hall (Floor 2):** 2121 Cross Timbers Road, Flower Mound TX 75028
4. **Town Hall (Server Rack):** 2121 Cross Timbers Road, Flower Mound TX 75028
5. **Town Hall (CC):** 2121 Cross Timbers Road, Flower Mound TX 75028
6. **Fire Station 1**: 3911 S Broadway Ave, Flower Mound, TX 75028
7. **Fire Station 1 Admin:** TBD
8. **Fire Station 2**: 4401 Shiloh Rd, Flower Mound, TX 75022
9. **Fire Station 3**: 2020 Woodhill Dr, Flower Mound, TX 75022
10. **Fire Station 4**: 4601 Bridlewood Blvd, Flower Mound, TX 75028
11. **Fire Station 5**: 800 Spinks Rd, Flower Mound, TX 75028
12. **Fire Station 6**: 6566 Stonecrest Rd, Argyle, TX 76226
13. **Fire Station 7**: 2777 Skillern Blvd, Flower Mound, TX 75022
14. **Police Department:** 4150 Kirkpatrick Ln, Flower Mound, TX 75028
    a. **PD Turnout:** TBD

    b. **PD Server Rack:** TBD
15. **O&M:** TBD
    a. **O&M Storage:** TBD
16. **Fleet:** TBD
17. **Community Activity Center (CAC):** 1200 Gerault Rd, Flower Mound, TX 75028
18. **WWTP:** 201 Spinks Rd. Flower Mound, TX 75028
    a. **WWTP OPS**
19. **Senior Center:** 2701 W Windsor Dr, Flower Mound, TX 75028
20. **Library:** 3030 Broadmoor Ln. Flower Mound, TX 75022
21. **Denco DR:** TBD
22. **Old Service Center:** TBD
23. **ACC:** TBD

Out of Scope Services

This section contains a list of specific tasks or services that are outside the project scope or standard service offerings provided by Centre.

- Remediation of existing issues, not listed as a task, within the environment.
- Configuration of any prerequisite tasks
- Implementation, configuration, or migration of additional features or services not listed as a task.

While Centre has done its best to list all excluded specific tasks, and services, the above list may not be all inclusive. Centre reserves the right to exclude any unlisted items. Any item selected from the above list will require a Change Order Request with billing on a time and materials basis. The Customer is responsible for inquiries regarding exclusions.

Prerequisites and Customer Responsibilities

General prerequisites for this project include:

- Dedication of appropriate Customer staff during the duration of the project
- Customer supplied systems meet necessary hardware or software requirements.
- Centre is informed in advance of necessary clearances or security addendum requirements.
- Provide access to documentation or personnel who have knowledge of the environment.
- Coordinate all physical access to facilities as necessary (security badges, parking, etc.)
- Have valid and appropriate product licenses and product support agreements.
- Assign project sponsor as the single point of contact for issue resolution and activity scheduling.
- Assume responsibility for all network connectivity, performance, and configuration issues.
- Ensure adequate and effective backup and restore processes exist and are operational.

Change Control

Changes to this SOW shall be initiated by providing a filled-out copy of the Change Request Form in Appendix A to the other party. Changes include but are not limited to requests for changes in project plans, scope, specifications,

schedule, designs, requirements, service deliverables, or any other aspect of the SOW. Both parties shall review any change requests and advise if the request(s) will be accepted in-whole or in-part and if so, the associated costs and project impacts, if any. Fully executed copies of approved changes shall be added as an amendment.

The Customer point of contact and the Centre project manager shall receive the request from the other party. The Customer point of contact or Centre representative shall respond in writing to either accept or reject the request within three (3) business days of receipt unless a shorter response is requested. Changes are not authorized unless both parties agree.

Scheduling

All work to be performed at the designated service location and/or remotely during normally scheduled working hours (8:00 a.m. to 6:00 p.m. local time, Monday through Friday), except holidays, unless otherwise agreed to in advance.

All tasks will be performed over a consecutive timeframe unless otherwise agreed to by all parties.

The work is subject to a mutually agreeable delivery schedule. Centre shall provide mutually agreeable timelines for Centre responsibilities and the Customer shall provide information used to develop the project. If the Customer causes mutually agreed upon deadlines to be missed, or fails to provide information which delays the project, then the Customer shall be responsible for additional expenses incurred related to the project task. Additional expenses and/or fees caused by delays by either party shall be treated as a change to the scope and costs quoted for this SOW and shall be handled as specified in the Change Control section of this SOW. Delays caused by fault of Centre alone shall under no circumstance cause additional expenses to be borne by the Customer.

The Customer understands that delays that are due to factors beyond Centre's reasonable control shall also not cause additional expenses and/or fees to be borne by either party, however, these types of delays may cause a temporary unavailability of resources due to schedule conflicts. These delays include, but are not limited to:

A. acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" (i.e., fire, flood, earthquake, tornado, etc.), strike or other labor disturbance, interruption of or delay in transportation, failure of third-party software or inability to obtain raw materials, supplies or power used in equipment needed for provision of the SOW.

B. those resulting from Customer's or third-party hardware, software, or services; and

C. actions or inactions of Customer or third parties, Customer's employees, agents, contractors, vendors, or anyone gaining access to Customer's network by means of Customer's passwords or equipment.

Centre reserves the right to rotate resources assigned from time to time and shall provide reasonable notice to Customer prior to this transition. Centre shall have the departing resource and the incoming resource both on-site for a reasonable period to ensure a smooth transition of services.

Engagement rescheduling made after the project kick off shall incur a 10% rescheduling fee.

Exceptions may be made to the normally scheduled hours to allow for activities that impact the Customer's business, Customers and/or Customer's landlords, and/or other affected tenants in buildings. Those exceptions must be represented here. In the absence of these exceptions, time and expenses shall be applied to all non-standard hours.

Cancellation Fees

If Centre Technologies is unable to schedule or start delivery of the services on this statement of work because of any failure on the part of the customer including but not limited to; failure to provide access to resources or personnel in a timely manner; failure to provide a start date, the customer is responsible for the total fixed fee or total estimated expense of this State of Work unless the cancellation process below is followed.

For all cancellations made within 2 weeks before the scheduled engagement, Centre shall charge the Customer for any cancelled travel expenses (i.e., hotel and airfare). In addition to such travel expenses, Customer shall pay for service fees as follows:

A. Cancellation **between 5 and 3 days before** project start date: 1 full day of consultant time (minimum of $1,950)

B. Cancellation **between 3 and 1 days before** project start date: 3 full days of consultant time (minimum of $5,850)

C. Cancellation **1 day before** project start date: 4 full days of consultant time (minimum of $7,800)

The total fees charged will not exceed the total service fees listed in the Project Pricing section.

Completion Criteria

Centre shall have fulfilled its obligations under this Statement of Work when Centre completes the tasks listed under the Services Performed and Key Deliverables sections or the Customer terminates the project. Early termination may not relieve Customer of certain financial obligations.

Non-Solicitation

Customer agrees not to seek, offer, or solicit offers of employment from Centre employees, without the expressed written consent of Centre. The above limitation shall be effective for the Term of this Statement of Work and for a period of one (1) year following the termination of this Statement of Work or any extension hereto.

Project Deliverables

Centre Technologies has completed its responsibilities to this Statement of Work when the following deliverables are complete:

- Installation Documentation - Customer will receive an overview of the installation including what changed in the environment. Network information will be provided in the documentation.
- Task and Event Completion - The project is considered completed once the outlined tasks have been completed

Project Pricing

Fixed Fee Pricing

Description	Total
Professional Services	**$85,287.00**
TOTAL	$85,287.00

Project framework time estimate

From the project start date the estimated time to completion is: **45 business days**

Payment Schedule

The following payment schedule will be executed for the fees associated with this project.

Service Fees	Amount
Upon execution of Statement of Work	$42,643.50
Upon completion of Project	$42,643.50
TOTAL FEES TO TOWN OF FLOWER MOUND	$85,287.00

Terms and Conditions

The following Terms and Conditions apply to this project:

- Hardware, software, licenses, and material costs are not included in this fee and may be billed separately if applicable/incurred during the project.
- Estimated Expenses are included in this fee. Actual travel expenses will be billed back to the customer. The minimum travel charges per day, and per consultant are $325/day plus $1,000 per flight.
- Pricing is valid for (30) days Centre Technologies requires advanced notice for scheduling of resources.

Quotes and Ordering. PURCHASE ORDERS SUBMITTED TO CENTRE SHALL BE BINDING ON CUSTOMER UPON WRITTEN ACCEPTANCE BY CENTRE. QUOTATIONS PROVIDED BY CENTRE TO CUSTOMER SHALL BE BINDING ON CUSTOMER UPON CUSTOMER'S WRITTEN ACCEPTANCE RECEIVED BY CENTRE WITHIN THE TIME DESCRIBED IN THE QUOTATION. ANY FEES QUOTED MAY BE REVISED TO INCLUDE TAXES, HANDLING AND OTHER FEES. SUCH FEES ARE ESTIMATED UNTIL FINAL PROCESSING AND MAY VARY TO INCLUDE ANY PRICING ERRORS.

Invoices. CENTRE SHALL INVOICE CUSTOMER ALL FEES, INCLUDING STATE SALES TAXES AS PROVIDED IN THE APPLICABLE MSA. PROJECT CONSULTING SERVICES ARE INVOICED WHEN THE CUSTOMER HAS ACCEPTED THE WORK AND THE TICKET IS CLOSED. ALL FEES ARE DUE WITHIN THIRTY (30) DAYS FROM THE DATE OF CENTRE INVOICE. MONTHLY RECURRING BLOCK OF HOURS ARE INVOICED (30) DAYS IN ADVANCE. AN ACH DEBIT PAYMENT METHOD CAN BE SETUP FOR THE PAYMENT OF RECURRING MONTHLY INVOICES. CUSTOMER SHALL PAY ALL BANK CHARGES, TAXES, DUTIES, LEVIES AND OTHER COSTS AND COMMISSIONS ASSOCIATED WITH ANY BANK WIRE TRANSFER OR OTHER MEANS OF PAYMENT.

Warranties and Limitations. CENTRE WARRANTS THAT ITS SERVICES SHALL BE PERFORMED BY QUALIFIED PERSONNEL IN A MANNER CONSISTENT WITH GOOD PRACTICE IN THE INFORMATION TECHNOLOGY SERVICES INDUSTRY. IF CENTRE BREACHES THIS WARRANTY, IT SHALL SUPPLY SERVICES TO CORRECT OR REPLACE THE WORK AT NO CHARGE. THE REMEDY SET FORTH IN THIS SECTION IS CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. CENTRE MAKES NO OTHER WARRANTIES ON THE SERVICES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Interest. ANY OVERDUE AND UNPAID PORTION OF THE FEES SHALL BEAR INTEREST, AS SPECIFIED IN THE MSA. CENTRE MAY SUSPEND LICENSES AND PERFORMANCE OF ORDERS FOR WHICH CENTRE IS INSECURE OR WHICH PAYMENT IS OVERDUE UNTIL THE OVERDUE AMOUNTS ARE EITHER PAID IN FULL OR AN ALTERNATIVE ARRANGEMENT ACCEPTABLE TO CENTRE IS MADE. CUSTOMER SHALL REIMBURSE CENTRE FOR REASONABLE ATTORNEYS' FEES AND ANY OTHER COSTS ASSOCIATED WITH COLLECTING DELINQUENT PAYMENTS.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS STATEMENT OF WORK TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES WITH THE INTENT TO BE LEGALLY BOUND AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED.

Signature of Acceptance

Acceptance of Statement of Work	
Centre Technologies, Inc.	**Town of Flower Mound**
Signature	Signature
Printed Name	Printed Name
Title	Title
Effective Date	Effective Date

Appendix A: Change Request Form

General Information

Date	
Company Name	Town of Flower Mound
Project Name	Town of Flower Mound - Switch Refresh & FortiGate Firewall Install
Change Name	
Change Number	
Change Type	
Change Request Description	

Evaluation

Scope	
Additional Prerequisites	
Schedule Changes	
Change Cost Model	
Cost	

Approval

Acceptance of Statement of Work (Change Request) – Centre Technologies, Inc., and Town of Flower Mound	
For Centre Technologies, Inc.	For Town of Flower Mound
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Addendum to Agreement Between
Town of Flower Mound and Centre Technologies, Inc.

This Addendum ("Addendum") is attached to and hereby made a part of the Centre Technologies, Inc. Master Services Agreement ("MSA"), the Quote and all attached Service Attachments, and any other contract documents identified (collectively referred to as the "Agreement") between the Town of Flower Mound, a Texas home rule municipality ("Customer"), and Centre Technologies, Inc. ("Centre"). Customer and Centre are referred to collectively as the "Parties."

1. Independent Contractor. Centre shall perform its obligations under the Agreement as an independent contractor and shall not be considered an agent, representative, or employee of the Customer for any purpose whatsoever, including, but not limited to, entitlement to Customer employee benefits. Centre hereby expressly waives any claim or entitlement to such benefits. Furthermore, the Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing contained in the Agreement shall create a contractual relationship with, or any rights in favor of, any third-party.

2. Indemnity and Exculpatory Provisions. Customer is a Texas home rule municipality. Accordingly, any and all provisions, terms, or conditions in the Agreement requiring Customer to defend or indemnify Centre or any third-party from any and all costs, liabilities, penalties, sanctions, fines, or any other claims whatsoever, are void and of no effect, and shall be construed as against public policy in accordance with the Texas Constitution and the laws of the State of Texas.

3. Gift to Public Servant. Customer may terminate the Agreement immediately and without any liability if Centre has offered, or agreed to confer any benefit upon a Customer employee or official that the Customer employee or official is prohibited by law from accepting.

4. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state or country. The obligations of the Parties to the Agreement shall be performable in Denton County, Texas and, if legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Denton County, Texas.

5. Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6. Captions. The captions to the various clauses of this Addendum are for informational purposes only and shall not alter the substance of the terms and conditions of the Agreement.

7. Texas Public Information Act and Confidential Documents. Notwithstanding any other provision to the contrary in the Agreement, all information, documents, feedback, and communications relating to the Agreement shall be subject to the Texas Public Information Act ("TPIA") and the Texas Records Retention Acts (the "Acts") and any opinion of the Texas

Attorney General or a court of competent jurisdiction relating to the TPIA. Specifically, any obligations contained in the Mutual Non-Disclosure Agreement ("MNDA") or any other part of the Agreement are subject to and superseded by Customer's obligations under the Acts. In the event Customer receives a request for any confidential information as defined in the MNDA, the MSA, or other Service Agreement, Centre shall be responsible to provide Customer with information and arguments necessary to include in any letter to the Texas Attorney General requesting that the documents be exempt from required disclosure.

8. Governmental Functions and Immunity

A. Immunity retained. The Parties hereby acknowledge and agree that Customer is entering into the Addendum in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town of Flower Mound, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the Customer's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by Texas law.

B. Rights Retained. The Customer expressly reserves its legislative and municipal police power in accordance with the laws of the state of Texas. Any provision, term, or condition in the Agreement requiring the Customer to waive its rights under the Texas or Federal Constitution, or under any foreign law(s), or limiting the claims or remedies available to the Customer, or requiring settlement of claims through binding mediation or arbitration are void and shall be given no effect.

9. Controlling Document. In the event any term, condition, or provision of this Addendum conflicts with any term, condition, or provision of the Agreement, the terms, conditions, and provisions of this Addendum shall supersede and control the terms, conditions, and provisions of the Agreement.

10. Payments. Customer shall pay Centre the amounts due in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251. Despite any other provision to the contrary in the Agreement, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov't Code Ch. 2251. Customer is tax exempt and shall not be subject to or pay for any charges for taxes under the Agreement. All payments by the Customer under the Agreement, including any provision in the Agreement relating to penalties, overages, interest, collections, or any other additional costs, shall be subject to the annual appropriation of public funding budgeted for the specific purposes of the Agreement in accordance with the Customer's Charter and Texas law. Customer may terminate this Agreement if its governing body declines to fund this Agreement in a future budget.

11. Right to Jury Trial. Neither Customer nor Centre waive any right to a jury trial for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

12. Equitable Relief. Customer and Centre agree to delete Section 17 of the MSA "Dispute Resolution."

CENTRE TECHNOLOGIES, INC. (Centre):	**TOWN OF FLOWER MOUND, TEXAS (Customer):**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address: _____	Address: 2121 Cross Timbers Rd.
Address: _____	Address: Flower Mound, TX 75028-2602

TOWN COUNCIL
AGENDA J.8.
CONSENT ITEM(S)

DATE: December 18, 2023
FROM: Paul Henley, Fire Chief
ITEM: **Consider approval of a Master Services and Purchasing Agreement and quote from Axon Enterprises, Inc. for the purchase of body worn camera products in the amount of $8,789.76 and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Axon Enterprise, Inc. provides body worn cameras (BWC), associated data storage and Taser conducted electrical weapons (CEW) for Flower Mound Police and Fire Departments. For the Fire Marshal's office, the cameras provide documentation of any unusual interactions with business owners and citizens and will serve to protect Fire Prevention Officers and the Town against false claims. Also, they provide a high degree of accountability of the investigators to the citizens. The Tasers provide another level of less lethal force that could be utilized to prevent an encounter escalating to a serious situation. The original agreement was approved in 2018 for a 5-year term and will expire at the end of 2023. The Fire Department is requesting renewal with the same agreement renewed for the Police Department at the 11/6/2023 Town Council meeting.

Five BWC systems including all the needed hardware and storage for the BWC and the Tasers with a 5-year contract term would total $43,948.80 and would be billed annually in the amount of $8,789.76.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $8,789.76

Proposed Expenditure/(Revenue)	**Account Number(s):**
$8,789.76	100-660-65000-5020

LEGAL REVIEW: James Donovan, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., had reviewed the same agreement for the Police Department as to form and legality.

ATTACHMENTS:
1. Master Services and Purchasing Agreement v18.0
2. Axon Quote #Q-458882-45265.824TM

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

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Axon Enterprise, Inc.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6^{th}) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

    7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

    7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

    8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

    8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

    8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

    5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/legal/axon-virtual-reality-privacy-policy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-458882-45265.824TM

Issued: 12/05/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 462655
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-3911 S Broadway Ave 3911 S Broadway Ave Flower Mound, TX 75028-1808 USA	Flower Mound Fire Department - TX 3911 S Broadway Ave Flower Mound TX 75028-1808 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Tyler McArthur Phone: Email: tmcarthur@axon.com Fax:	Laramie Vest Phone: (972) 874-6270 Email: laramie.vest@flower-mound.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$43,948.80
ESTIMATED TOTAL W/ TAX	$43,948.80

Discount Summary

Average Savings Per Year	$2,574.18
TOTAL SAVINGS	$12,870.90

Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	$8,789.76	$0.00	$8,789.76
Dec 2024	$8,789.76	$0.00	$8,789.76
Dec 2025	$8,789.76	$0.00	$8,789.76
Dec 2026	$8,789.76	$0.00	$8,789.76
Dec 2027	$8,789.76	$0.00	$8,789.76
Total	**$43,948.80**	**$0.00**	**$43,948.80**

Quote Unbundled Price:	**$56,819.70**
Quote List Price:	**$48,983.70**
Quote Subtotal:	**$43,948.80**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	TASER 7 Certification Bundle	5	60	$82.45	$70.41	$70.41	$21,123.00	$0.00	$21,123.00
FEBasicMU	Fire/EMS BWC Basic Multi-User	5	60	$67.16	$53.08	$53.08	$15,924.00	$0.00	$15,924.00
A la Carte Hardware									
H00001	AB4 Camera Bundle	4	60		$849.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	1	60		$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	1	60		$849.00	$14.15	$849.00	$0.00	$849.00
A la Carte Software									
73618	AXON COMMUNITY REQUEST+ LICENSE	5	60		$9.76	$9.76	$2,928.00	$0.00	$2,928.00
100673	BASIC TO PRO CONVERSION	2	60		$26.04	$26.04	$3,124.80	$0.00	$3,124.80
Total							**$43,948.80**	**$0.00**	**$43,948.80**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	4	12/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	1	12/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	5	12/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	2	12/01/2023
AB4 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	5	12/01/2023
AB4 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	2	12/01/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	12/01/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/01/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/01/2023
TASER 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	5	12/01/2023
TASER 7 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	6	12/01/2023
TASER 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	5	12/01/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15	12/01/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	15	12/01/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2023
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10	12/01/2023
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10	12/01/2023
TASER 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	5	12/01/2023
TASER 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	5	12/01/2023
TASER 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/01/2023
TASER 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/01/2023
TASER 7 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	12/01/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2024
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2024
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2025
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2025
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10	12/01/2025
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10	12/01/2025
Fire/EMS BWC Basic Multi-User	73309	AXON CAMERA REFRESH ONE	5	06/01/2026
Fire/EMS BWC Basic Multi-User	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	06/01/2026
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2026
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2026
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2027
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fire/EMS BWC Basic Multi-User	73449	RESPOND DEVICE LICENSE	5	01/01/2024	12/31/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fire/EMS BWC Basic Multi-User	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	50	01/01/2024	12/31/2028
Fire/EMS BWC Basic Multi-User	73840	EVIDENCE.COM BASIC ACCESS LICENSE	5	01/01/2024	12/31/2028
Fire/EMS BWC Basic Multi-User	80322	LIVE STREAMING ADD-ON ACCESS	5	01/01/2024	12/31/2028
TASER 7 Certification Bundle	20248	TASER - EVIDENCE.COM LICENSE	5	01/01/2024	12/31/2028
A la Carte	100673	BASIC TO PRO CONVERSION	2	01/01/2024	12/31/2028
A la Carte	73618	AXON COMMUNITY REQUEST+ LICENSE	5	01/01/2024	12/31/2028

Services

Bundle	Item	Description	QTY
TASER 7 Certification Bundle	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fire/EMS BWC Basic Multi-User	80464	EXT WARRANTY, CAMERA (TAP)	5	01/01/2024	12/31/2028
Fire/EMS BWC Basic Multi-User	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	12/01/2024	12/31/2028
TASER 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	6	12/01/2024	12/31/2028
TASER 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	5	12/01/2024	12/31/2028
TASER 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/01/2024	12/31/2028

Payment Details

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100673	BASIC TO PRO CONVERSION	2	$624.96	$0.00	$624.96
Year 1	73618	AXON COMMUNITY REQUEST+ LICENSE	5	$585.60	$0.00	$585.60
Year 1	FEBasicMU	Fire/EMS BWC Basic Multi-User	5	$3,184.80	$0.00	$3,184.80
Year 1	H00001	AB4 Camera Bundle	4	$0.00	$0.00	$0.00
Year 1	H00001	AB4 Camera Bundle	1	$169.80	$0.00	$169.80
Year 1	H00002	AB4 Multi Bay Dock Bundle	1	$0.00	$0.00	$0.00
Year 1	T7Cert	TASER 7 Certification Bundle	5	$4,224.60	$0.00	$4,224.60
Total				**$8,789.76**	**$0.00**	**$8,789.76**

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100673	BASIC TO PRO CONVERSION	2	$624.96	$0.00	$624.96
Year 2	73618	AXON COMMUNITY REQUEST+ LICENSE	5	$585.60	$0.00	$585.60
Year 2	FEBasicMU	Fire/EMS BWC Basic Multi-User	5	$3,184.80	$0.00	$3,184.80
Year 2	H00001	AB4 Camera Bundle	4	$0.00	$0.00	$0.00
Year 2	H00001	AB4 Camera Bundle	1	$169.80	$0.00	$169.80
Year 2	H00002	AB4 Multi Bay Dock Bundle	1	$0.00	$0.00	$0.00
Year 2	T7Cert	TASER 7 Certification Bundle	5	$4,224.60	$0.00	$4,224.60
Total				**$8,789.76**	**$0.00**	**$8,789.76**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100673	BASIC TO PRO CONVERSION	2	$624.96	$0.00	$624.96
Year 3	73618	AXON COMMUNITY REQUEST+ LICENSE	5	$585.60	$0.00	$585.60
Year 3	FEBasicMU	Fire/EMS BWC Basic Multi-User	5	$3,184.80	$0.00	$3,184.80
Year 3	H00001	AB4 Camera Bundle	4	$0.00	$0.00	$0.00
Year 3	H00001	AB4 Camera Bundle	1	$169.80	$0.00	$169.80
Year 3	H00002	AB4 Multi Bay Dock Bundle	1	$0.00	$0.00	$0.00
Year 3	T7Cert	TASER 7 Certification Bundle	5	$4,224.60	$0.00	$4,224.60
Total				**$8,789.76**	**$0.00**	**$8,789.76**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100673	BASIC TO PRO CONVERSION	2	$624.96	$0.00	$624.96
Year 4	73618	AXON COMMUNITY REQUEST+ LICENSE	5	$585.60	$0.00	$585.60
Year 4	FEBasicMU	Fire/EMS BWC Basic Multi-User	5	$3,184.80	$0.00	$3,184.80
Year 4	H00001	AB4 Camera Bundle	4	$0.00	$0.00	$0.00
Year 4	H00001	AB4 Camera Bundle	1	$169.80	$0.00	$169.80
Year 4	H00002	AB4 Multi Bay Dock Bundle	1	$0.00	$0.00	$0.00
Year 4	T7Cert	TASER 7 Certification Bundle	5	$4,224.60	$0.00	$4,224.60
Total				**$8,789.76**	**$0.00**	**$8,789.76**

Dec 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	100673	BASIC TO PRO CONVERSION	2	$624.96	$0.00	$624.96
Year 5	73618	AXON COMMUNITY REQUEST+ LICENSE	5	$585.60	$0.00	$585.60
Year 5	FEBasicMU	Fire/EMS BWC Basic Multi-User	5	$3,184.80	$0.00	$3,184.80
Year 5	H00001	AB4 Camera Bundle	4	$0.00	$0.00	$0.00
Year 5	H00001	AB4 Camera Bundle	1	$169.80	$0.00	$169.80
Year 5	H00002	AB4 Multi Bay Dock Bundle	1	$0.00	$0.00	$0.00
Year 5	T7Cert	TASER 7 Certification Bundle	5	$4,224.60	$0.00	$4,224.60
Total				**$8,789.76**	**$0.00**	**$8,789.76**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/5/2023

TOWN COUNCIL
AGENDA J.9.
CONSENT ITEM(S)

DATE: December 18, 2023
FROM: Melody Eby, Senior Economic Development Specialist
ITEM: **Consider approval of the 2023 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code. (The TIRZ #1 Board approved by a vote of 4 to 0 at its December 14, 2023, meeting.)**

BACKGROUND: On September 19, 2005, the Flower Mound Town council established the TIRZ #1 by creating the zone, a Board of Directors, and a TIRZ fund. At the December 14, 2023 TIRZ #1 Board meeting, the Board voted unanimously to approve the 2023 Annual Report. The Annual Report provides a summary of the steps taken by the Board of Directors and Town Council for fiscal Year 2022-2023. It also outlines the net taxable value and captured appraised value within the zone as well as the increment for fiscal year 2022-2023, which is $8,467,146. The Annual Report is required by law to be filed annually with Denton County and the Comptroller of Public Accounts in Austin before the 150th day following the end of the fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: The TIRZ #1 Board of Directors unanimously approved the 2023 Annual Report at its December 14, 2023 Board meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
1. TIRZ 2023 Annual Report

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

Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1
(TIRZ #1)

ANNUAL REPORT

2023

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2023

INDEX

1) **Cover**

2) **Index**

3) **Year End Summary of Meetings/Town Council/Board Actions**

4) **Public Infrastructure Projects**

5) **Capital Improvement Plan Budget**

6) **Budget vs. Expenditures**

7) **TIRZ Fund**

8) **Annual Report**

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2023

YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

During the period from October 1, 2022, through September 30, 2023, the Town of Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ) Board of Directors met once. The meeting was held on November 22, 2022 to approve the minutes from the August 3, 2022 TIRZ #1 board meeting, the 2022 Annual Report, and considered recommending to the Town Council the use of TIRZ #1 funds to pay for various capital improvement projects located within the TIRZ #1 boundary in the total amount of $828,000.

The Town of Flower Mound Director of Economic Development, Ray Watson, provided a brief overview of the 2022 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) and updated the board on the estimated balance at the end of the TIRZ.

Assistant Director of Engineering, Brian Waltenburg, provided a list of projects requesting TIRZ funding within the TIRZ #1 boundary, along with their respective current funding sources and the proposed funding sources, as presented in the table below:

Project Name	Current Funding	Proposed Funding
Adaptive Traffic Signal Upgrade	$1,000,000 – General Fund	$178,000 – TIRZ $822,000 – General Fund
Chinn Chapel Soccer Complex	$650,000 – 4B Funds	$650,000 – TIRZ

Board members appointed and serving at the time of the November 22, 2022 meeting:
Town - Jim Engel, Tim Whisenant, Mark Hargreaves
County - Larry Lipscomb and David Johnson
Ex-Officio - Mayor Derek France and Town Manager James Childers

During the period from October 1, 2022, through September 30, 2023, the Flower Mound Town Council took the following action:

- At a meeting on December 5, 2022, the Town Council approved the 2022 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.
- At a meeting on December 19, 2022, the Town Council approved an amendment to the Fiscal Year 2022-2023 Capital Improvement Program, based on the TIRZ board's recommendation for TIRZ funds be utilized for the Adaptive Traffic Signal Upgrade and Chinn Chapel Soccer Complex projects.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2023

PUBLIC INFRASTRUCTURE PROJECTS

2022-23

CURRENT STREET PROJECTS

FM 1171 Westbound Turn Lane at FM 2499 Intersection

The project includes the installation of a FM 1171 westbound turn lane at the FM 1171/FM 2499 intersection, providing for approximately 410 feet of paving, hike/bike trails, utility relocations and traffic signal upgrades. A design contract in the amount of $55,000.00 was awarded to Kimley-Horn and Associates, Inc. on October 3, 2016. Since that time, initial design and right-of-way acquisition have been completed. After initial design was completed, federal funding for construction was received for the project. To more efficiently utilize the federal funding, TxDOT will be constructing the project. On November 15, 2021 a design amendment in the amount of $47,400.00 was approved to modify the construction plans to meet TxDOT requirements and prepare the project for TxDOT bidding. The project bid in June 2023. TxDOT anticipates work to start early 2024. The project is expected to be complete by December 2024.

FM 2499 and Waketon Intersection Improvements

The project includes the addition of dedicated right turn lanes for the northbound, southbound, eastbound, and westbound directions of travel, along with traffic signal and pedestrian improvements on each corner.. A design contract in the amount of $173,450.00 was awarded to Halff Associates, Inc. on March 4, 2019. Town Council approved a construction award on August 17, 2020 in the amount of $1,136,463.60. The project is complete.

Karnes Road

The project consists of the improvement of Karnes Road from a 2-lane asphalt road to a 2-lane concrete road with curb and gutter, from Old Settlers to FM 1171. A professional services agreement for design services, in the amount of $97,438.00, with Teague Nall and Perkins was approved by Town Council on December 5, 2022. Bids were received bids on July 18, 2023. A Construction Agreement, in the amount of $474,797, was awarded at the September 18, 2023 Town Council meeting. Construction is expected to begin in Early 2024 with completion in late summer 2024.

Rippy Road

Rippy Road will be completed in two phases. Phase 1 (Waketon Road to Pecan Meadows) included improvements of Rippy Road to its thoroughfare plan designated section, a two-lane concrete urban collector. On May 15, 2017, the Town Council approved a development agreement with CalAtlantic Homes, for construction of the improvements, providing reimbursement of the Town's share of the

construction costs associated with the infrastructure improvements. Phase I of the project has been completed and the developer has received reimbursement in the amount of $648,920.22 for the construction costs associated with Phase 1.

Phase 2 (Pecan Meadows to FM 2499) includes improvements to approximately 2,500 linear feet of existing two-lane open section asphalt roadway to its thoroughfare plan designated section, a two-lane concrete urban collector. The project also includes an enclosed storm water collection system to improve storm water collection in the area. The design contract was awarded to CP&Y, Inc. at the March 4, 2019, Town Council meeting in the amount of $298,645.75. On September 21, 2020 a design amendment in the amount $38,140.00 of was approved by Town Council to provide additional drainage and flood calculations of the project area. On August 8, 2022, a construction award, in the amount of $6,843,592, was approved by Town Council. Due to material delays, work started summer 2023. The project is expected to be complete late summer 2024.

Waketon Road

Waketon Road will be completed in two phases. Phase 1 (FM 2499 to the western limits of the proposed Bradford Park Subdivision, approximately 1,450' east of Chinn Chapel Road) included improvements of Waketon Road to its thoroughfare plan designated section, a two-lane concrete urban collector. On May 15, 2017, the Town Council approved a development agreement with CalAtlantic Homes, for construction of the improvements, providing reimbursement of the Town's share of the construction costs associated with the infrastructure improvements. Phase I of the project has been completed and the developer has received reimbursement in the amount of $2,259,020.90 for the construction costs associated with Waketon Road Phase 1.

Phase 2 (Chinn Chapel Road to the western limits of the Bradford Parks Subdivision) includes improvements to approximately 1,650 linear feet of existing two-lane open section asphalt roadway to its thoroughfare plan designated section, a two-lane concrete urban collector. The project also includes a roundabout at Chinn Chapel. This is a joint project with the Town of Double Oak to improve Waketon Road from Chinn Chapel west. A design contract in the amount of $243,225 was awarded to Halff Associates, Inc. on November 21, 2016. Design plans, franchise relocations and right-of-way acquisition are complete. On May 20, 2020, Town Council approved an Interlocal Cooperation Agreement with the Town of Double Oak for the project. Town Council approved a construction award on May 12, 2021 in the amount of $4,335,111.00 with an expected reimbursement from Double Oak in the amount of $2,300,426.75. The project is complete.

CURRENT SIGNAL PROJECTS

Adaptive Traffic Signal Upgrade

The project includes installation of new central traffic signal software and signal controllers to operate an adaptive traffic signal system. Phase 1 of the project includes traffic signal locations along the Morriss Road corridor. Phase 1 is considered a pilot project for the adaptive traffic signal system. Town Council approved materials and construction awards, in the amount of $887,402, Phase 1 is complete and operational.

CURRENT STORMWATER PROJECTS

East Waketon Rd Drainage Improvements

The project consists of channel excavation from FM 2499 to Waketon Road and culvert replacement under Waketon Road to alleviate the recurring flooding and traffic disruption of Waketon Road, east of FM 2499. A design contract was awarded to Halff Associates, Inc. on March 20, 2017 to complete a drainage study providing hydraulic modeling of existing conditions, analysis of alternatives and a final report. The initial drainage study was received. A design contract in the amount of $212,790.00 was awarded to Halff Associates, Inc. on January 7, 2019 to complete design based on the drainage study. During design it was determined that a reassessment of the upstream hydrology was needed to better model the existing conditions. On December 7, 2020 a design amendment in the amount of $55,000.00 was approved to reassess the drainage area and explore the possibility of minimizing the project limits to reduce the project's impacts. Design is complete. USACE 404 permitting application was submitted in summer 2022. Comments received from USACE have been addressed and the application has been resubmitted for review. Project is scheduled to receive bids on January 16, 2024. The project is expected to be complete by December 2024.

CURRENT WATER PROJECTS

Morriss Road Waterline Project Phase II

The project includes installation of approximately 4,300 linear feet of 24-inch to 30-inch water line in Morriss Road from FM 1171 to Eaton Street. The water line will replace the existing 20-inch water line in Morriss Road and provide transmission from Stonehill Pump Station. A design contract with Kimley-Horn and Associates, Inc., in the amount of $202,500, was approved February 17, 2020. On January 4, 2021, a construction award was approved by Town Council. The project is complete.

Rippy Road Water Line Improvements

The project includes 2,000 linear feet of 12-inch waterline to be constructed with the Rippy Road project. The project begins at the intersection with Pecan Meadows and extends south and east to approximately 300 feet west of FM 2499. A design contract, in the amount of $78,300 with Urban Engineers Group, Inc. was approved on November 21, 2016. On August 8, 2022, a construction award for the Rippy Road and Water Line project was approved by Town Council. Due to material delays, work started summer 2023. The water line work is substantially complete. The overall project is expected to be complete late summer 2024.

CURRENT PARKS PROJECTS

Chinn Chapel Park

The project includes drainage improvements, screening of an onsite maintenance yard and addressing ADA issues within the soccer complex. The drainage improvements will consist of earthwork to improve surface drainage across Fields #3 and #4 and the installation of a new storm drain. A professional services agreement for design services in the amount of $53,700, with Parkhill, was approved by Town Council on March 7, 2022. The project received bids on November 29, 2022. Construction award, in the amount of $530,512 was approved on January 17, 2023. The project is complete.

Pink Evening Primrose Trail Connection (Bridge & Trail)

The project includes an 8-foot-wide 150-foot-long pedestrian bridge to be constructed over Timber Creek, and an additional 400 feet of 8-foot multi-use trail to tie into Gaston Park and College Parkway. This connection will provide connectivity from Gaston Park to the developments and parks to the south including River Walk and Timber Trails Park. A design contract in the amount of $59,190.00 was awarded to Halff Associates. Inc, on December 16, 2019. Town Council approved a construction award on August 17, 2020 in the amount of $534,610.15. The project is complete.

Peters Colony Memorial Park

This project is for the design and development of the 3.3-acre Peters Colony Memorial Park adjacent to the Library. The approved master plan for the park includes a remembrance wall, children's area and pavilion, water feature, nature trails and pedestrian pathways with access to the library. A professional services agreement with Mesa Design Associates, Inc., in the amount of $158,000, for design services was approved on June 15, 2020. Design is complete. The Town has been working with Texas Parks and Wildlife

Department (TPWD) for on a grant funding application since design was complete. The Town has received approval from TPWD for the additional funding. Project is scheduled to bid December 2023.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2023

CAPITAL IMPROVEMENT PLAN BUDGET

Project		Estimated Cost
STREETS		
Dixon Lane (Chinn Chapel to Crestside)		$2,685,267
Chinn Chapel (FM 407 to Dixon)		1,387,500
Chinn Chapel (Dixon to Waketon)		941,305
Waketon Road (Rippy to Chinn Chapel)		5,439,161
Rippy Road (FM 2499 to Waketon)		8,500,000
Churchill (East end to Yucca)		400,000
FM 1171 at FM 2499 Westbound Right Turn Lane		1,048,000
FM 1171 at FM 2499 Eastbound Right Turn Lane		432,752
FM 2499 at Waketon Intersection		1,900,000
Karnes Rd.		830,000
East Waketon Rd Drainage Improvements		1,900,000
	Subtotal	**$25,463,985**
SIGNALS		
Adaptive Traffic Signal Upgrade		$178,000
College Parkway at FM 2499		$115,000
	Subtotal	**$293,000**
WATER		
FM 2499 west side from FM 1171 to Dixon		$906,605
Rippy Road Water Line Improvements		400,000
FM 407 from FM 2499 to Country Meadows Addition		438,039
Morriss Waterline Project PH II		2,317,153
	Subtotal	**$4,061,797**
FACILITIES		
Town Hall		$11,266,856
Senior Citizen Activity Center		4,886,092
Library renovation/expansion		12,027,346
	Subtotal	**$28,180,294**
PARKS		
Peter's Colony Memorial Park		$2,955,000
Chinn Chapel Park		$650,000
Pink Evening Primrose Trail Connection (Bridge & Trail)		$915,000
	Subtotal	**$4,520,000**
Improvements in Forum (Riverwalk) Area		$730,000
Parking Structure		1,000,000
	Subtotal	**$1,730,000**
Other Projects		$464,566
Town Center Master Plan		50,685
Retail Developments Shared Drive (FM 407 & Chinn Chapel)		180,000
	Subtotal	**$695,251**
	TOTAL	**$64,944,327**

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2023

BUDGET VS EXPENDITURES

Project		Current Budget	Expended Costs to Date	Remaining Balance
STREETS				
Dixon Lane (Chinn Chapel to Crestside)		$2,685,267	$2,685,267	$0
Chinn Chapel (FM 407 to Dixon)		1,387,500	1,387,500	0
Chinn Chapel (Dixon to Waketon)		941,305	941,305	0
Waketon Road (Rippy to Chinn Chapel)		5,439,161	4,993,608	445,553
Rippy Road (FM 2499 to Waketon)		8,500,000	2,788,913	5,711,087
Churchill (East end to Yucca)		400,000	400,000	0
FM 1171 at FM 2499 Westbound Right Turn Lane		1,048,000	254,231	793,769
FM 1171 at FM 2499 Eastbound Right Turn Lane		432,752	432,752	0
FM 2499 at Waketon Intersection		1,900,000	1,461,176	438,824
Karnes Rd		830,000	84,882	745,118
East Waketon Rd Drainage Improvements		1,900,000	287,497	1,612,503
	Subtotal	**$25,463,985**	**$15,717,131**	**$9,746,854**
SIGNALS				
Adaptive Traffic Signal Upgrade		$178,000	$122,222	$55,778
College Parkway at FM 2499		$115,000	$115,000	$0
	Subtotal	**$293,000**	**$237,222**	**$55,778**
WATER				
FM 2499 west side from FM 1171 to Dixon		$906,605	$906,605	$0
Rippy Road Water Line Improvements		400,000	0	400,000
FM 407 from FM 2499 to Country Meadows Addition		438,039	438,039	0
Morriss Waterline Project Ph II		2,317,153	2,317,153	0
	Subtotal	**$4,061,797**	**$3,661,797**	**$400,000**
FACILITIES				
Town Hall		$11,266,856	$7,550,068	$3,716,788
Senior Citizen Activity Center		4,886,092	4,886,092	0
Library Renovation/Expansion		12,027,346	7,825,459	4,201,887
	Subtotal	**$28,180,294**	**$20,261,619**	**$7,918,675**
PARKS				
Peter's Colony Memorial Park		$2,955,000	$346,309	$2,608,691
Chinn Chapel Park		650,000	613,950	36,050
Pink Evening Primrose Trail Connection (Bridge & Trail)		915,000	598,462	316,538
	Subtotal	**$4,520,000**	**$1,558,721**	**$2,961,279**
Improvements in Forum (Riverwalk) area		$730,000	$0	$730,000
Parking Structure		1,000,000	1,000,000	0
	Subtotal	**$1,730,000**	**$1,000,000**	**$730,000**
Other Projects		$464,566	$0	$464,566
Town Center Master Plan		50,685	50,685	0
Retail Developments Shared Drive (FM 407 & Chinn Chapel)		180,000	180,000	0
	Subtotal	**$695,251**	**$230,685**	**$464,566**
	TOTAL	**$64,944,327**	**$42,667,175**	**$22,277,152**

Highlighted values indicate changes from 2022

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2023

TIRZ FUND

Beginning Balance:	
October 1, 2022	**$19,024,272**
Revenues:	
Property Tax	$8,467,146
Interest	$837,559
TOTAL REVENUES	**$9,304,705**
Expenditures:	
Construction/Improvements	$5,045,426
Debt Service	$2,640,200
TOTAL EXPENDITURES	**$7,685,626**
Ending Balance:	
September 30, 2023 (unaudited)	**$20,643,351**

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2022

ANNUAL REPORT

Chapter 311.016 of V.C.T.A. requires the following information as part of the annual report on the status of the TIRZ District. Information is contained in detail on the attached financial statements.

1. **Amount and source of revenue in the tax increment fund established for the zone:**
   $9,304,705 Total Revenue
2. **Amount and purpose of expenditures from the fund:**
   $7,685,626 Total Expenditures
3. **Amount of Principal and Interest due on outstanding indebtedness is as follows:**
   $2,640,200 Total Principal and Interest

I. Contributions /Advances from developers: None
II. Bonds issued and payment schedule to retire bonds:

2017COTIRZ:	Fiscal Year	Principal	Interest	Total
	2024	1,110,000	128,150	1,238,150
	2025	1,145,000	94,850	1,239,850
	2026	1,190,000	49,050	1,239,050
		$ 3,445,000	$ 272,050	$ 3,717,050

2018COTIRZ:	Fiscal Year	Principal	Interest	Total
	2024	1,270,000	132,500	1,402,500
	2025	1,305,000	94,400	1,399,400
	2026	1,345,000	55,250	1,400,250
		$ 3,920,000	$ 282,150	$ 4,202,150

4. **Tax Increment base and current captured appraised value retained by the zone:**

Taxing Jurisdiction	Net Taxable Fiscal Year Value 2022 - 2023	Base Year* Value Jan 1, 2005	Captured App. Value Fiscal Year 2022 - 2023
Town of Flower Mound	$1,661,370,228	$228,290,889	$1,433,079,339
Denton County	$1,759,640,527	$229,382,705	$1,530,257,822

5. **Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.**

A. Captured appraised value shared by the municipality and other participating taxing jurisdictions received in Fiscal Year 2022-2023:

Taxing Jurisdiction	Participation Per $100/Value	Amount of 2022-2023 Increment
Town of Flower Mound (100%)	$0.405000	$5,803,971
Denton County (80%)	$0.174034	$2,663,175
Total	**$0.579034**	**$8,467,146**

B. Amount of tax increment received in 2023 from the municipality and the other taxing jurisdictions based on 2022 valuations: $8,467,146

C. Other information: None

* Base Year Value as of January 1, 2005 is for Fiscal Year 2005-2006.

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

DATE: December 18, 2023
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Presentation and discussion of a proposed Public Improvement District for the Furst Ranch development project.**

BACKGROUND: The purpose of this item is to receive a presentation on a request for a Public Improvement District (PID) for the Furst Ranch development project.

On October 16, 2023, Jack Furst requested the Town's consideration of a PID for the Furst Ranch development in accordance with the Town's Charter for requesting a PID. In addition to the statutory requirements of Chapter 372 of the Texas Local Government Code, the Town of Flower Mound also requires certain steps prior to creating a PID by Charter. Specifically, the Town of Flower Mound requires an election before authorizing a PID.

The first step in requesting a PID is that the "request shall be made to the Town Council at a regular meeting." That request occurred on October 16, 2023. An overview of a PID was provided to the Town Council by Mary Petty of P3 Works LLC, on November 16, 2023.

Prior to a PID being authorized to operate in Town, the Council may approve the implementation of a PID after discussion and debate. That discussion and debate is currently scheduled for January 16, 2024.

After discussion and debate, if the Council votes to approve the implementation of a PID, the Town Charter requires that the Council call a special election to allow the qualified voters of the Town to consider the question of allowing the PID to be placed within the Town. If a majority of the qualified voters voting on the proposed PID vote in favor, it allows the Town Council to consider the developer's PID petition and negotiate standards and requirements under Chapter 372 in order to permit the PID within the Town.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Furst Ranch PID Application

DRAFT MOTION: Discuss and provide staff with direction.

SHUPE VENTURA, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75214

November 15, 2023

VIA EMAIL

Misty Ventura
(214) 328-1101
misty.ventura@svlandlaw.com

Town of Flower Mound
Attn: City Attorney
2121 Cross Timbers Road
Flower Mound, Texas 75028
Email: bmeredith@toase.com

Re: Flower Mound Ranch– Request for Consideration of Public Improvement District

Dear Mayor and City Council Members:

As required under Section 7.16 (a) of Article 7 of the Town Charter of the Town of Flower Mound, Texas (the "Town"), I am requesting on behalf of the majority of the landowners within the proposed public improvement district that the Town Council vote to: (1) approve the implementation of a public improvement district (the "District") within the corporate limits of the Town that includes property commonly known as "Furst Ranch" as well as certain additional adjacent property and (2) call a special election to be held on the uniform election date in May 2024 to allow qualified voters of the Town to consider the question of allowing the creation of the District. The property within the proposed District (the "Property") consists of approximately 1,869.072 acres generally located on all four corners of the intersection of US 377 and Cross Timbers Road (FM 1171) and more particularly described in the *Public Improvement District (PID) Application* submitted with this request. The purpose of the District is to finance a portion of the costs of the public infrastructure necessary to bring full municipal services that are necessary for the development of the Property consistent with the project's vested rights and zoning.

Respectfully,

Misty Ventura
Member, Shupe Ventura, PLLC

1470.017\905066.2

PUBLIC IMPROVEMENT DISTRICT (PID) APPLICATION

APPLICANT INFORMATION

Name: Misty Ventura, Shupe Ventura, PLLC Title: Owner's Counsel

Mailing Address: 9406 Biscayne Boulevard, Dallas, Texas 75218

Phone: (214) 328-1101 Email: misty.ventura@svlandlaw.com

OWNER INFORMATION

See **EXHIBIT A** for Ownership Information

PROJECT INFORMATION

- Description of Proposed Project:

  The proposed project will consist of a mix of uses consistent with zoning.

  See the following (collectively, the "Project Zoning Ordinances"):

  EXHIBIT B-1 (Ordinance No. 48-22 Zoning 1,066 Acres Mixed Use)

  EXHIBIT B-2 (Ordinance No. 10-22 Zoning 543 Acres (the Prairie Vista property) SF-E Single Family Estate),

  EXHIBIT B-3 (Ordinance No. "___" Zoning 148 Acres as Planned Development District No. 196 (PD-196) with Agricultural (A) uses for a conservation development with certain exceptions, modifications, and waivers to the Code of Ordinances (To Be Considered By Town Council on 11/16/23); and

  EXHIBIT B-4 (Agriculture District Zoning Regulations for Approximately 5-acre and 11.5-acre Tracts)

- Physical Location of Property:

  See **EXHIBIT C** for Property Location and PID Boundary

- TCAD/DCAD Identification No.:

  See **EXHIBIT A** for Ownership Information

- Acreage: 1,869.072 acres plus public rights-of-way

- Current Use of Property:

  The majority of the Property is currently used for agricultural purposes.

- Proposed Use of Property:

  Uses permitted by the Project Zoning Ordinances

PID CONSIDERATIONS

- Please indicate which consideration the PID request adheres to and provide detailed reasoning as to how.

SEE **EXHIBIT D** that is responsive to items 1 to 10 below.

1. Generates economic and superior development benefits to the Town beyond what normal development would generate.

2. Provide for improvements in the public right of way (e.g. entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, etc.)

3. Meet community needs (e.g. enhanced drainage improvements, parks and off-street public parking facilities, pedestrian connectivity, water and wastewater on or offsite improvements) including without limitation development's pro-rate share of the regional facilities and services.

4. Implement Town of Flower Mound master plans, including water, wastewater, parks, and trails.

5. Increase or enhance the Town's transportation and roadway plans.

6. Exceed development requirements in the Town, including but not limited to enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for the superior design of lots or buildings.

7. Preserve and protect natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats.

8. Willing to annex into the Town of Flower Mound, if applicable, in exchange for the creation of a PID.

9. Provide a unique or special development to the Flower Mound community (e.g. amenity centers, play areas, pools, picnic facilities, multi-purpose trails.)

10. Have the support of 100% of the owners of the property within the PID

REQUIRED ATTACHMENTS

- Completed PID petition.

See **ATTACHMENT A** for a draft of the PID creation petition.

- Letter from Developer/Applicant requesting consideration of PID.

See **ATTACHMENT B**.

- See the Project Zoning Ordinances for the items below:
  1. General summary and description of proposed development.
  2. Site plan or general plan that shows land use and thoroughfare connections.
  3. Demonstration of how the development is in compliance with the Town's Master Plans.
  4. Demonstration of how the proposed development is in compliance with the zoning of the property.
  5. Description of any amenities for the proposed development.
  6. Description of any elevated design and landscaping standards for the proposed development.
  7. Overview of the development (include both developer-funded and proposed PID-funded elements).

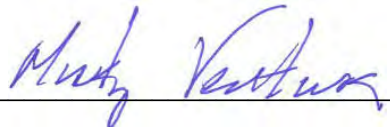
- See **ATTACHMENT C** for the items below:
  1. Identify all project expenses and costs, including acquisition, construction, and any applicable long-term management cost.
  2. Description and preliminary estimate of public infrastructure costs.

- See **ATTACHMENT D** for the items below:
  1. Summary of special benefits to be received by the development.
  2. Evidence the developer has the expertise, experience, necessary capital, and financial backing to complete the new development to be supported by the District financing.
  3. Propose total assessment and tax rate equivalent.
  4. Description of any property that will be subject to or exempt from assessments.
  5. Any additional information which you believe would be necessary for the Town to evaluate the proposed project.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS TOWN OF FLOWER MOUND PID APPLICATION, INCLUDING THE EXHIBITS AND ATTACHMENTS HERETO, CONSTITUTE "FORWARD-LOOKING STATEMENTS" AND ARE GENERALLY IDENTIFIABLE BY TERMINOLOGY SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," AND SIMILAR TERMS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN FACTORS, INCLUDING CERTAIN LEGISLATIVE ACTIONS REQUIRED BY THE TOWN COUNCIL WHICH ARE NOT GUARANTEED. THE APPLICANT AND OWNER WILL CONTINUE TO WORK WITH THE TOWN AND THE TOWN'S CONSULTANTS AS DEVELOPMENT OF THE PROJECT PROGRESSES.

ACKNOWLEDGEMENT

I, Misty Ventura, as Member of Shupe Ventura, PLLC, certify that the information on this form and included in the attached Town of Flower Mound PID Application is true and correct to the best of my knowledge and the undersigned is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in possible delays and/or denial.

Signature of Applicant:  Date: November 15, 2023

ACKNOWLEDGEMENT

I, Robert Furst, as representative for owners: (1) Old WR Ranch I, LP, (2) 64.3 SE 1171/377 LLC, and (3) SWC 1171-377 Ltd., hereby certify that the information on this form and included in the attached Town of Flower Mound PID Application is true and correct to the best of my knowledge and the undersigned is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in possible delays and/or denial.

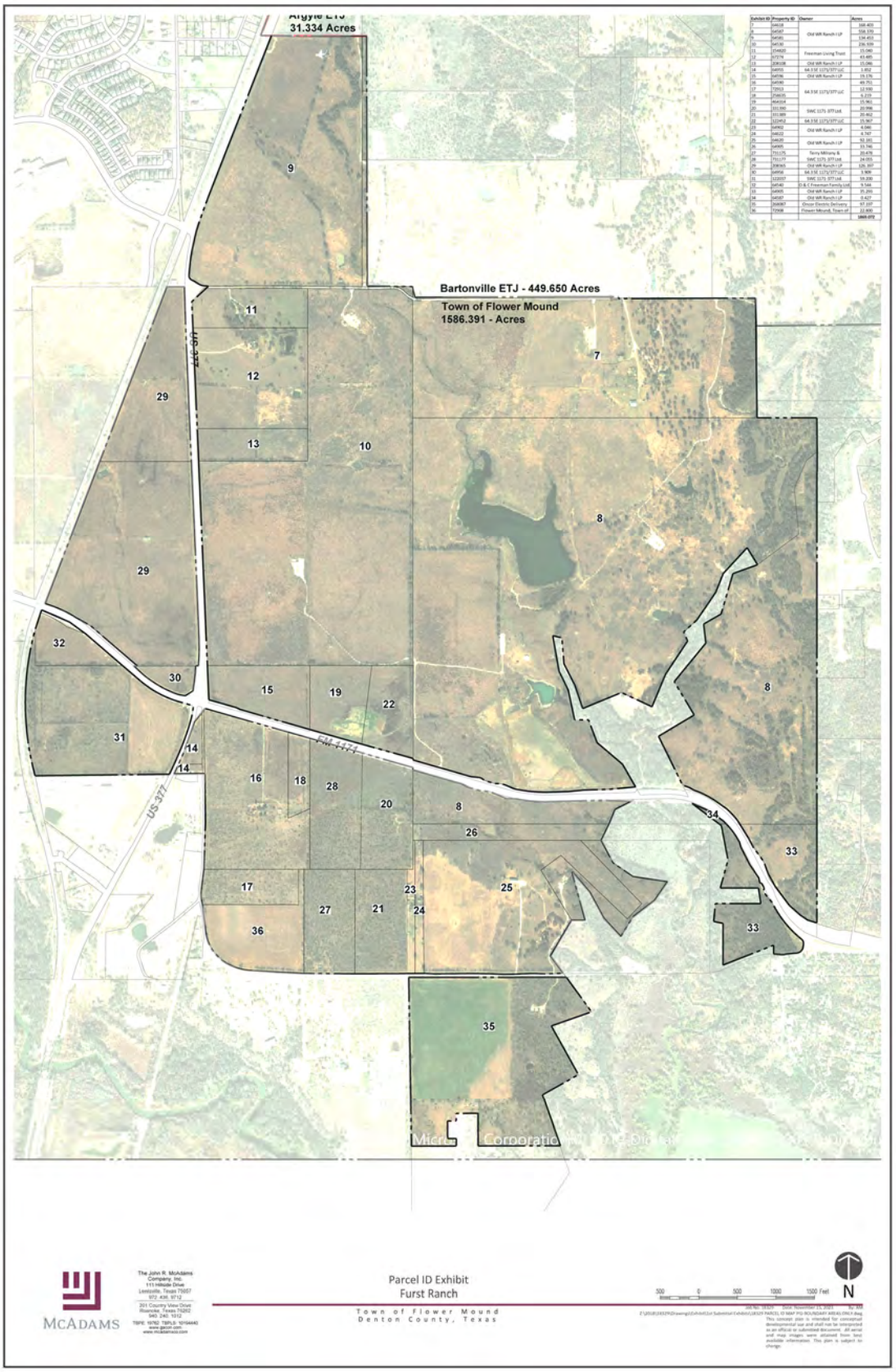
Signature of Owner: Robert A Furst Date: 11-15-2023

ACKNOWLEDGEMENT

I, Craig Freeman, as representative for owners: (1) the Freeman Living Trust, and (2) O&C Freeman Family Ltd., hereby certify that the information on this form and included in the attached Town of Flower Mound PID Application is true and correct to the best of my knowledge and the undersigned is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in possible delays and/or denial.

Signature of Owner: Craig Freeman Date: 11/15/23

EXHIBIT A
OWNERSHIP INFORMATION



Enlarged Table Detail:

Exhibit ID	Property ID	Owner	Acres
7	64618	Old WR Ranch I LP	168.403
8	64587		558.370
9	64581		134.453
10	64530		236.939
11	154820	Freeman Living Trust	15.040
12	67274		43.485
13	208108	Old WR Ranch I LP	15.046
14	64955	64.3 SE 1171/377 LLC	1.852
15	64596	Old WR Ranch I LP	19.176
16	64590	64.3 SE 1171/377 LLC	49.751
17	72913		12.930
18	258635		6.219
19	464314		15.961
20	331390	SWC 1171-377 Ltd.	20.998
21	331389		20.462
22	122452	64.3 SE 1171/377 LLC	15.967
23	64902	Old WR Ranch I LP	4.046
24	64622		4.747
25	64620	Old WR Ranch I LP	92.181
26	64905		33.746
27	731175	Terry Milrany &	20.478
28	731177	SWC 1171-377 Ltd.	24.055
29	208365	Old WR Ranch I LP	126.397
30	64956	64.3 SE 1171/377 LLC	3.909
31	122037	SWC 1171-377 Ltd.	59.200
32	64540	O & C Freeman Family Ltd.	9.544
33	64905	Old WR Ranch I LP	35.293
34	64587	Old WR Ranch I LP	0.427
35	268087	Oncor Electric Delivery	97.197
36	72908	Flower Mound, Town of	22.800
			1869.072

EXHIBIT B-1
ORDINANCE NO. 48-22 ZONING 1,066 ACRES MIXED USE

THE TOWN OF FLOWER MOUND TEXAS

AFFIDAVIT OF AUTHENTICITY

THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE TOWN OF FLOWER MOUND ORDINANCE NO. 48-22 WHICH WAS APPROVED AT THE TOWN COUNCIL MEETING OF OCTOBER 3, 2022, OF WHICH THE ORIGINAL IS IN EITHER ELECTRONIC OR PAPER FORMAT AND IS ON FILE IN THE TOWN SECRETARY'S OFFICE OF THE TOWN OF FLOWER MOUND LOCATED AT 2121 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS.

IN TESTIMONY TO WHICH I HAVE HEREIN SET MY HAND AND SEAL ON THIS THE 19TH DAY OF OCTOBER 2022.

(Seal) THE TOWN OF FLOWER MOUND SEAL TEXAS

THE TOWN OF FLOWER MOUND, TEXAS

Theresa Scott
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

BEFORE ME, Dorothy Choate, Notary Public, on this day personally appeared Theresa Scott, known to me, (or proved to me on the oath of _____, or through Texas Driver License) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19th day of October 2022.

(Seal) DOROTHY CHOATE Notary Public, State of Texas Comm. Expires 04-22-2023 Notary ID 990057

NOTARY PUBLIC in and for the State of Texas
My Commission Expires: 4-22-23

Flower Mound | Furst Ranch

Flower Mound, TX

MU21-0002

October 3, 2022

MCADAMS

APEX | SHUPE VENTURA, PLLC ATTORNEYS & COUNSELORS | catalyst

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 48-22

AN ORDINANCE OF THE TOWN OF TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY ADOPTING ZONING ON APPROXIMATELY 1,066 ACRES IN THE RUTH ALLEN SURVEY, ABSTRACT NUMBER 15, THE B. B. B. & C. RAILWAY CO. SURVEY, ABSTRACT NUMBER 187 AND 154, THE P. W. CASPARY SURVEY, ABSTRACT NUMBER 277, THE A. B. DANKS SURVEY, ABSTRACT NUMBER 368, THE J. C. MCGOWAN AND C. G. PITCOCK SURVEY, ABSTRACT NUMBER 959, THE BRUCE WHEELER SURVEY, ABSTRACT NUMBER 1605, THE THOMAS BURRESS SURVEY, ABSTRACT NUMBER 33, AND THE J.N. DENSON SURVEY, ABSTRACT NUMBER 359, AND BEING ALL OF THE FLOWER MOUND RANCH MIXED USE DEVELOPMENT, AS MORE FULLY DESCRIBED IN EXHIBIT "B" HERETO, FROM AGRICULTURAL DISTRICT (A) USES AND INTERIM HOLDING (IH) USES TO MIXED USE DISTRICT-2 (MU-2) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND PURSUANT TO SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Flower Mound, Texas, has recommended establishing a permanent zoning classification for the property described herein, and has recommended amending the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, regarding the zoning of the property hereinafter described; and,

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

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

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

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

SECTION 1

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

SECTION 2

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

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

SECTION 3

From and after the effective date of this Ordinance, all development of the Property, or any part or portion thereof, shall comply with and conform to the requirements of Exhibit "A," attached hereto and incorporated herein by reference for all

purposes allowed by law, as well as the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 3 TO 2, ON THIS THE 3RD DAY OF OCTOBER, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

Flower Mound Ranch

Mixed-Use Ordinance

TABLE OF CONTENTS

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

Flower Mound Ranch

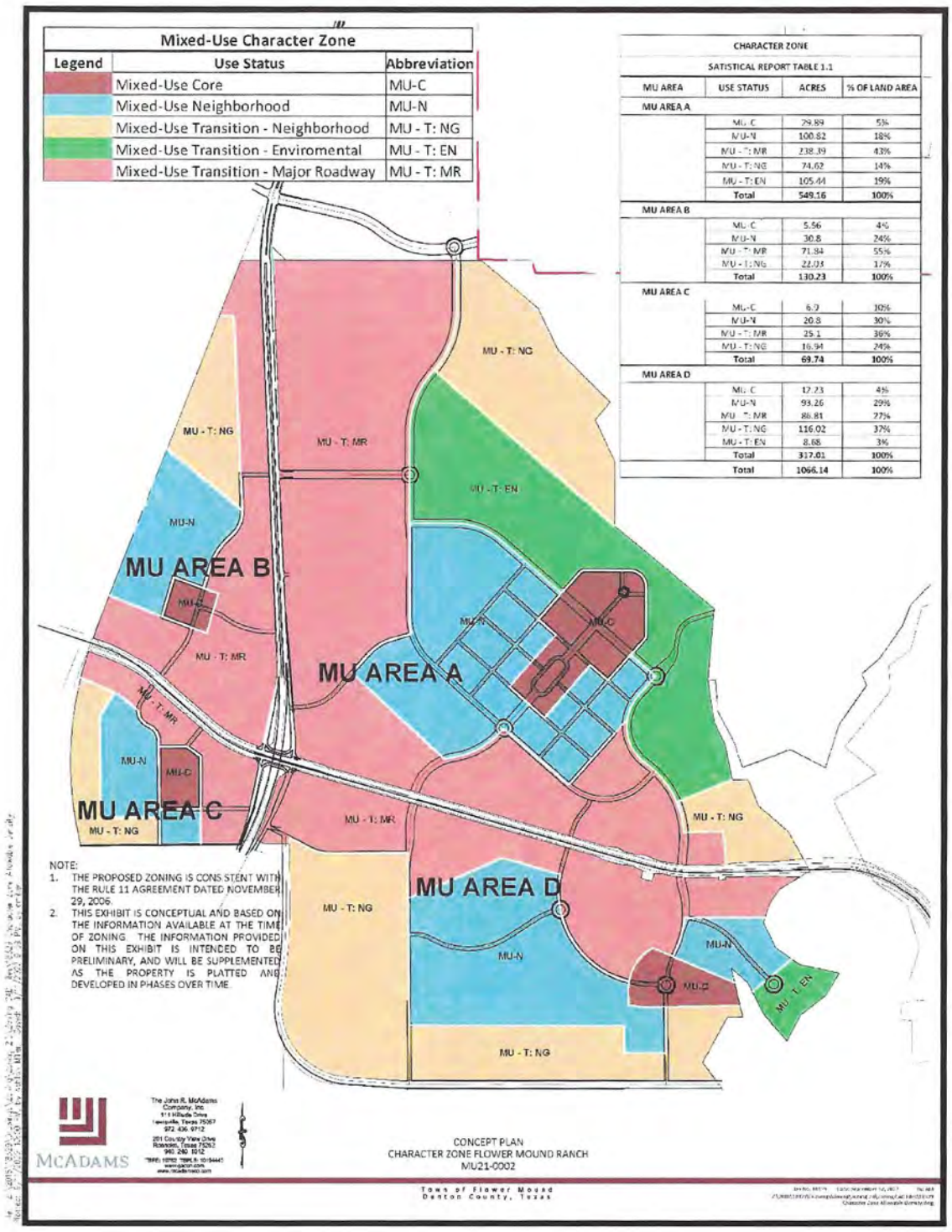
Mixed-Use Ordinance

SECTION 1: PURPOSE OF THIS ORDINANCE

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

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

Figure 1.1: Illustrative Master Plan/Concept Plan



Enlarged notes and table from Figure 1.1

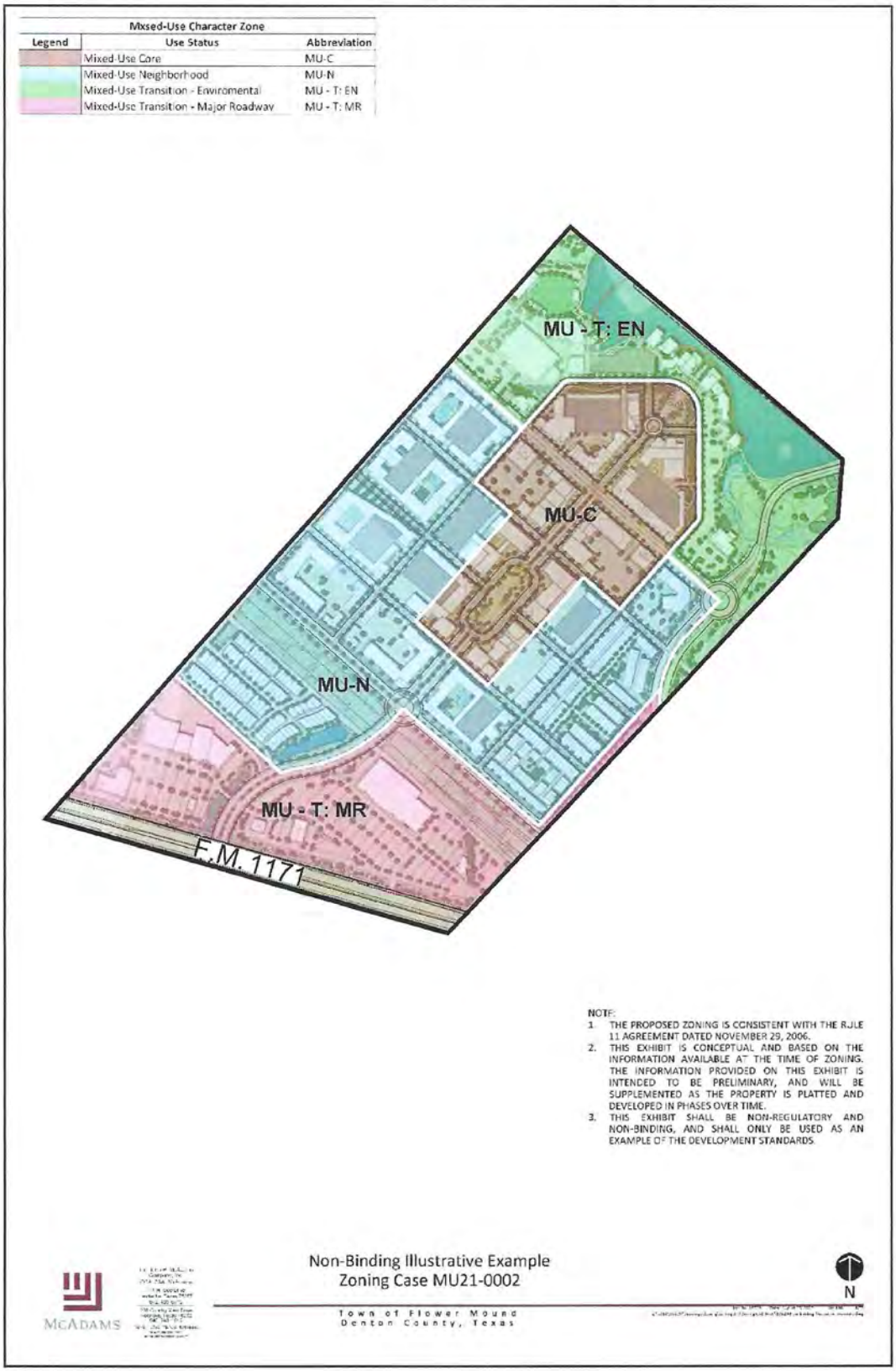
CHARACTER ZONE			
SATISTICAL REPORT TABLE 1.1			
MU AREA	USE STATUS	ACRES	% OF LAND AREA
MU AREA A			
	MU-C	29.89	5%
	MU-N	100.82	18%
	MU - T: MR	238.39	43%
	MU - T: NG	74.62	14%
	MU - T: EN	105.44	19%
	Total	**549.16**	**100%**
MU AREA B			
	MU-C	5.56	4%
	MU-N	30.8	24%
	MU - T: MR	71.84	55%
	MU - T: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

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

NOTE:

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

Figure 1.2: Non-binding and non-regulatory detailed concept plan



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

Figure 1.3 Map Illustrating General Locations Permitted for Certain Conditional Uses

Notwithstanding anything to the contrary in this ordinance, the P/C uses noted in the table within Figure 1.3 below are permitted only in the general locations shown on Figure 1.3 below unless other locations are approved by Town Council as an exception. Permitted locations shown on Figure 1.3 are intended to be general and flexibility will be provided to allow the P/C use in the general vicinity noted on Figure 1.3. Notwithstanding Figure 1.3 depicting 11 potential gas station locations, no more than five gas stations are permitted within the Property.

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

Figure 1.3 Map Illustrating General Locations Permitted for Certain Conditional Uses

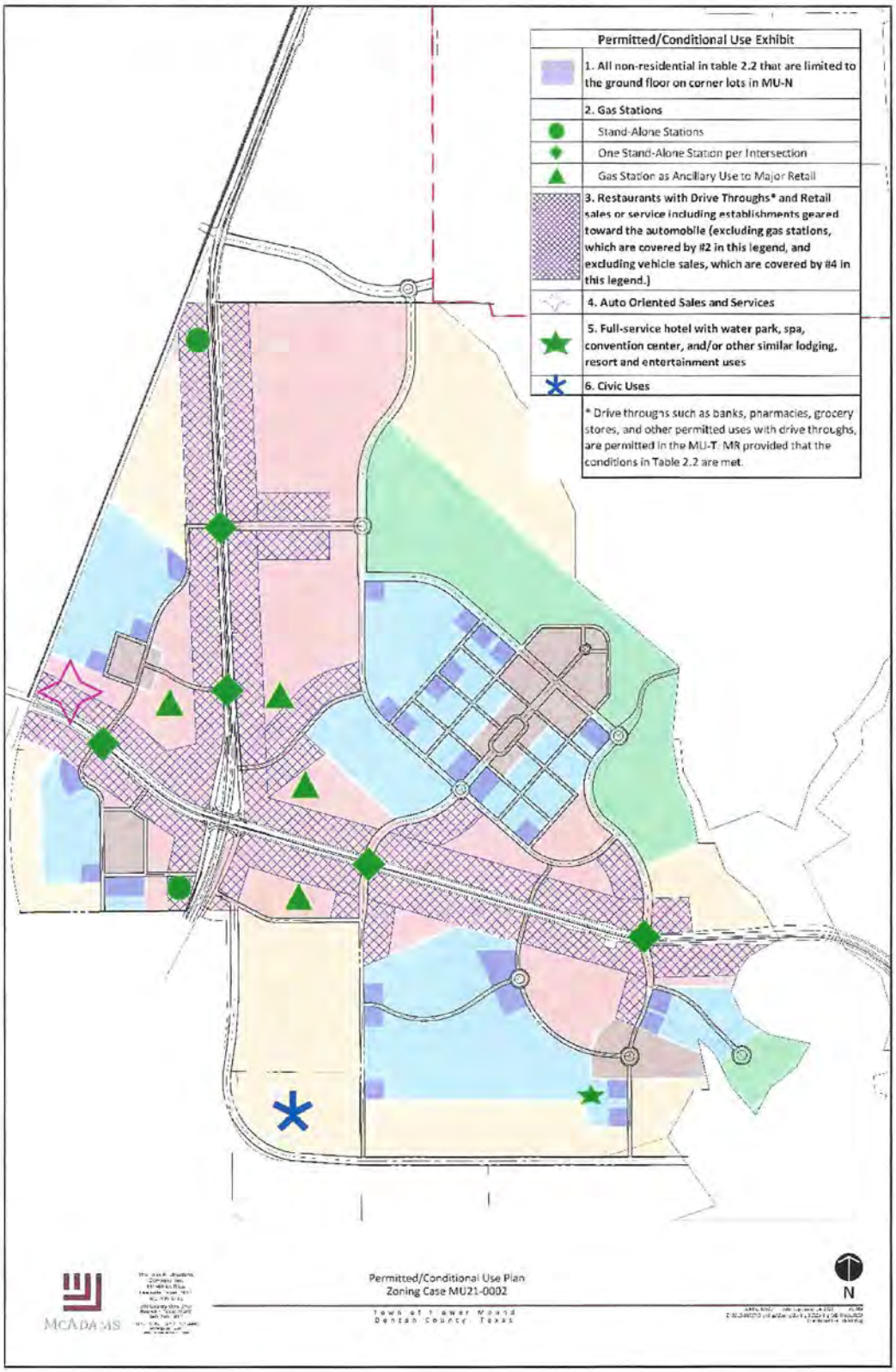
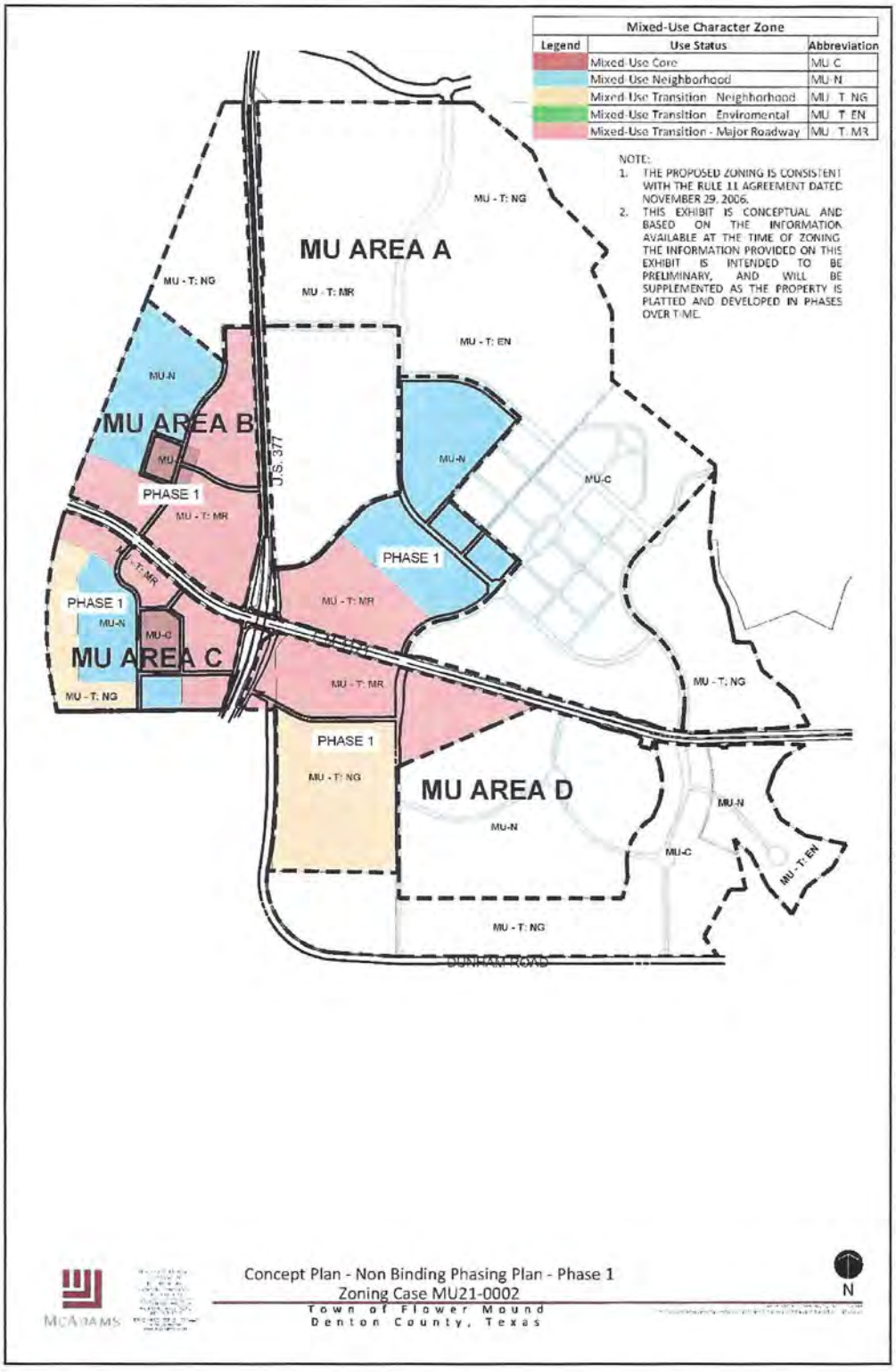
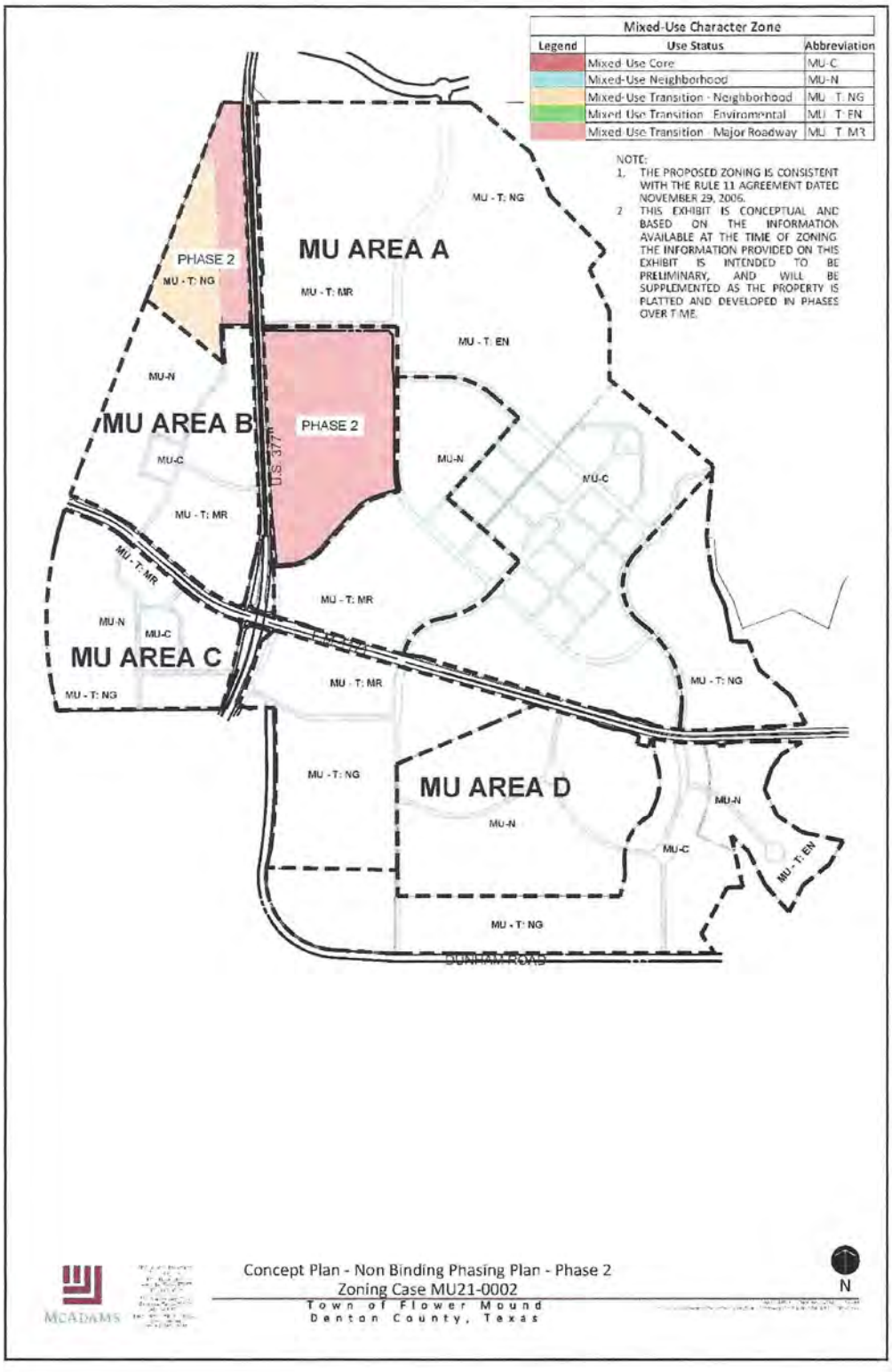


Figure 1.4: Phasing Plan – Preliminary, Conceptual and Non-Binding




Mixed-Use Character Zone
Legend
Use Status
Abbreviation
Mixed-Use Core
MU-C
Mixed-Use Neighborhood
MU-N
Mixed-Use Transition - Neighborhood
MU - T: NG
Mixed-Use Transition - Enviromental
MU - T: EN
Mixed-Use Transition - Major Roadway
MU - T: MR
NOTE:
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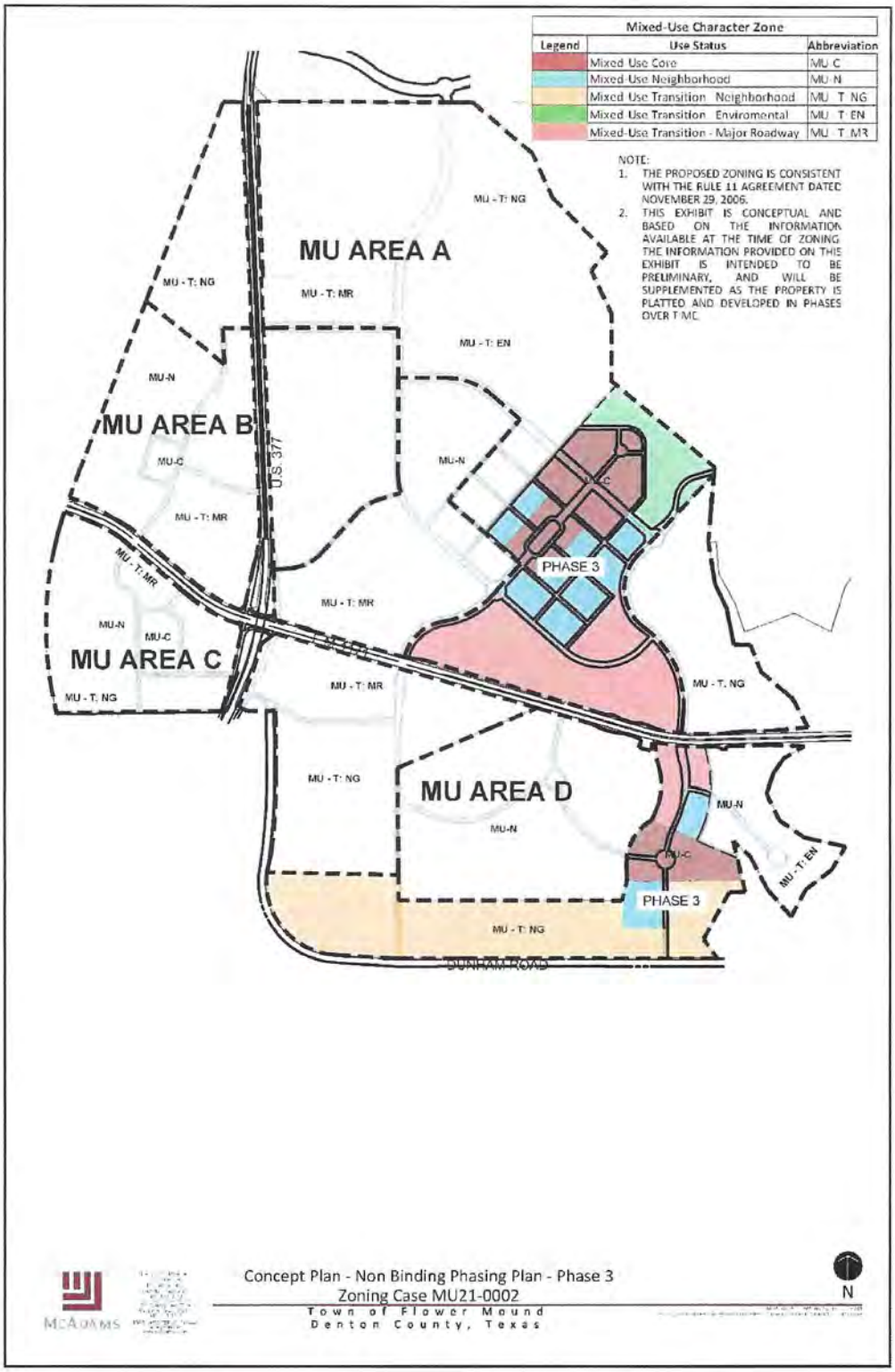
2 THIS EXHIBIT IS CONCEPTUAL AND BASED ON THE INFORMATION AVAILABLE AT THE TIME OF ZONING. THE INFORMATION PROVIDED ON THIS EXHIBIT IS INTENDED TO BE PRELIMINARY, AND WILL BE SUPPLEMENTED AS THE PROPERTY IS PLATTED AND DEVELOPED IN PHASES OVER TIME.
MU AREA A
MU AREA B
MU AREA C
MU AREA D
PHASE 2
PHASE 2
US 377
DUNHAM ROAD
MU - T: NG
MU - T: MR
MU - T: EN
MU-N
MU-C
MCADAMS
Concept Plan - Non Binding Phasing Plan - Phase 2
Zoning Case MU21-0002
Town of Flower Mound
Denton County, Texas
N


Mixed-Use Character Zone
Legend
Use Status
Abbreviation
Mixed Use Core
MU-C
Mixed-Use Neighborhood
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Mixed Use Transition Neighborhood
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Mixed Use Transition Enviromental
MU-T-EN
Mixed-Use Transition - Major Roadway
MU-T-MR
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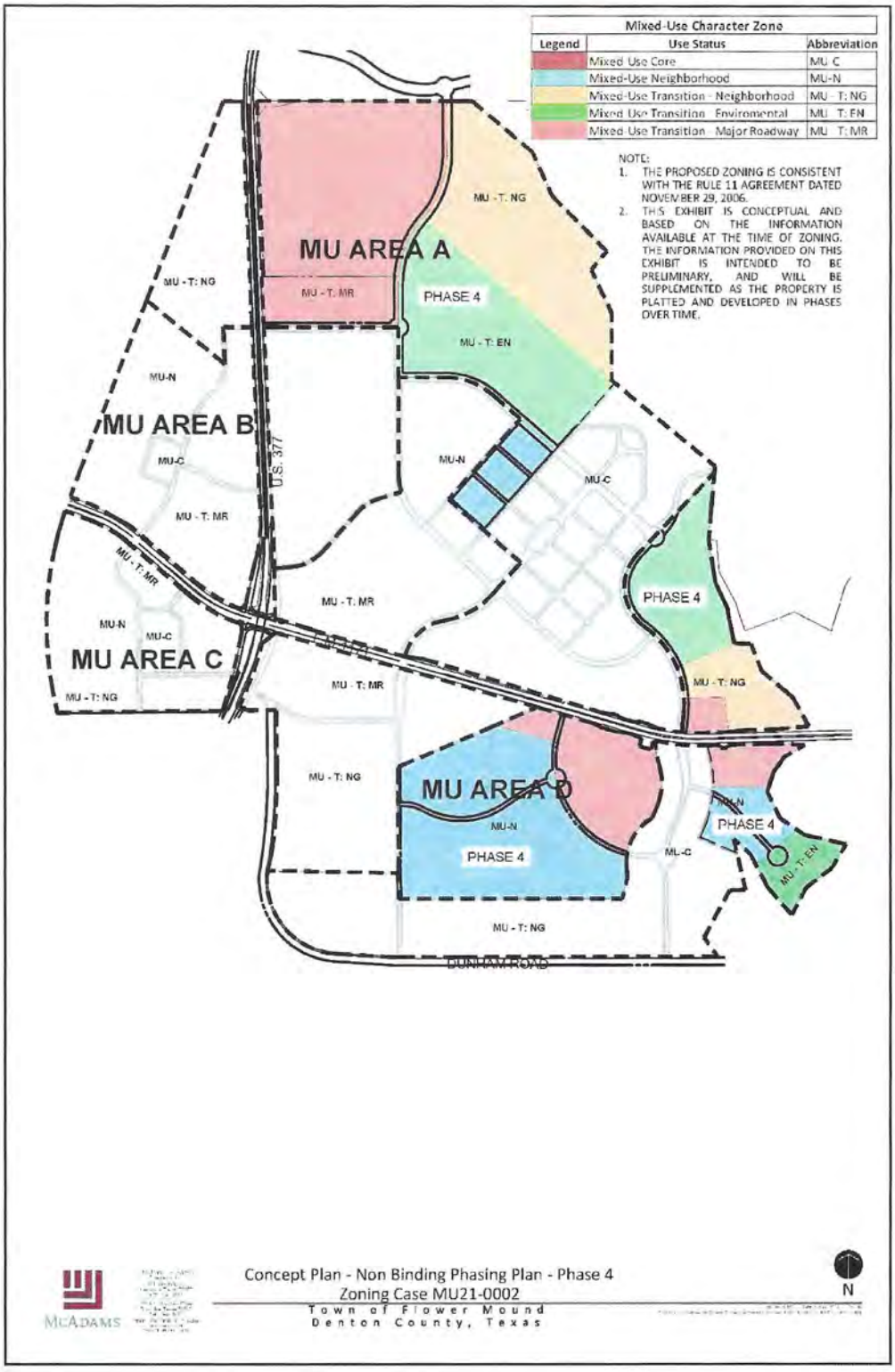
MU AREA A
MU AREA B
MU AREA C
MU AREA D
US 377
PHASE 3
PHASE 3
DUNLAY ROAD
MU-T-NG
MU-T-MR
MU-T-EN
MU-N
MU-C
N
MCADAMS
Concept Plan - Non Binding Phasing Plan - Phase 3
Zoning Case MU21-0002
Town of Flower Mound
Denton County, Texas


Mixed-Use Character Zone
Legend
Use Status
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Mixed-Use Neighborhood
MU-N
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Mixed Use Transition - Enviromental
MU - T: EN
Mixed Use Transition - Major Roadway
MU - T: MR
NOTE:
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2. THIS EXHIBIT IS CONCEPTUAL AND BASED ON THE INFORMATION AVAILABLE AT THE TIME OF ZONING. THE INFORMATION PROVIDED ON THIS EXHIBIT IS INTENDED TO BE PRELIMINARY, AND WILL BE SUPPLEMENTED AS THE PROPERTY IS PLATTED AND DEVELOPED IN PHASES OVER TIME.
MU AREA A
MU AREA B
MU AREA C
MU AREA D
PHASE 4
MU - T: NG
MU - T: MR
MU - T: EN
MU-N
MU-C
US 377
DUNHAM ROAD
McADAMS
Concept Plan - Non Binding Phasing Plan - Phase 4
Zoning Case MU21-0002
Town of Flower Mound
Denton County, Texas
N

SECTION 2: LAND USE

Table 2.1: Land Use

P = Permitted

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

NP = Not Permitted

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

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

NA = Not Applicable

The following land use definitions apply:

1. *Dwelling, multi-family* or *multi-family,* means any three or more dwelling units on a single platted lot. For purposes of this ordinance, multi-family 4-plex, residential lofts, apartments/condos (stacked residential) and live/work units are all considered multi-family.

2. *Dwelling, single-family, attached,* or *townhome* means a dwelling unit joined to another dwelling at one or more sides by a party wall or abutting separate wall and located on a platted separate lot and served by separate utility connections and meters as a single-family dwelling.

3. *Dwelling, single-family, detached,* means a single dwelling unit, other than a mobile home, located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract. The garage access may be front or rear loaded.

4. *Full-service hotel* establishments means buildings with habitable rooms or suites which are reserved for temporary lodging for guests who rent rooms or suites on a daily basis, and with: (1) a minimum area of 250 square feet in each guest room; (2) either (a) a full service restaurant with full kitchen facilities providing service to the general public, or (b) a kitchen on the premises in which meals are prepared by the management or a concessionaire of the management for room service delivery; (3) on-site staff required seven days a week, 24 hours per day; and (4) a minimum of 1,000 square feet of meeting or conference room space.

This use may also include water park, spa, convention center, and/or other similar lodging, resort, and entertainment uses.

5. *Mixed Use Building,* means a building or structure that combines more than one use vertically within the structure. A mixed use building must have at least two different land uses, with non-residential uses on the ground floor and residential or non-residential uses above. A building containing a hotel, office space, a performing arts center, or a civic use may be considered a mixed use building even if it is a single use building.

6. *Multi-family 4-plex,* means one or more buildings or structures located on a single lot with a maximum of 4 dwelling units under a single roof. Garage access will be provided from an alley.

7. *Rowhouses*, means a single family detached unit, other than a mobile home, located on a separate lot and having no physical connection to a building located on any other lot or tract. Rowhouses are a type of single family detached housing that is rear loaded.

Any use not specifically listed in table 2.1 is prohibited.

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

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

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

Table 2.2: Special Conditions for Uses

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

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

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

Table 2.3: Land Use Summary[1]

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

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

	Residential uses**	53.08%	37.02	*45%*	*±25%*
	Civic/Open Space (public and private)	5.00%	3.50	*5%*	*±10%*
	Total	100.00%	69.74		
Area D					
	Non-residential uses*	19.45%	61.66	*45%*	*±25%*
	Public uses	7.41%	23.50	*5%*	*±5%*
	Residential uses**	62.52%	198.19	*45%*	*±25%*
	Civic/Open Space (public and private)	10.62%	33.66	*5%*	*±10%*
	Total	100.00%	317.01		
*Non-residential uses shall include retail, office, hospitality, entertainment, and other non-residential uses as listed in Table 2.1: Land Use.					
**Residential uses above commercial uses shall not be included in the calculation of percentage of residential uses in the overall development; but are included in the total number of units within the overall project.					
***Provided for informational purposes only and shown per the Town of Flower Mound Master Plan Standards.					

SECTION 3: CHARACTER ZONES AND LOT TYPES

3.1 Character Zones

Character zones are described in Table 3.1 below.

Table 3.1: Character Zones

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

3.2 Lot Types

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

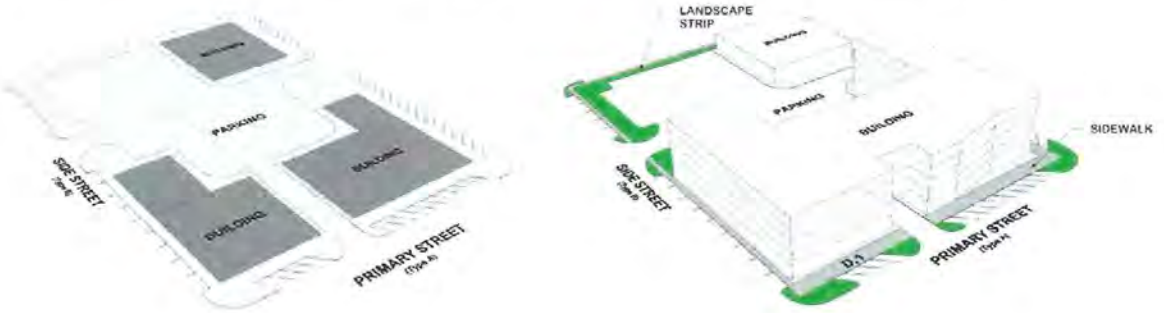
The lot type diagrams set forth in Figures 3.1 through 3.7 below are conceptual and general in nature to illustrate how parking and buildings should relate to each other within a lot and to the adjacent street, and are not intended to be regulatory or to show the building design, size, shape, height,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

Table 3.2: Lot Types per Character Zone

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

Figure 3.1: Mixed Use Building Lot Type Diagram

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



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

Figure 3.2: General Commercial Lot Type Diagram

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

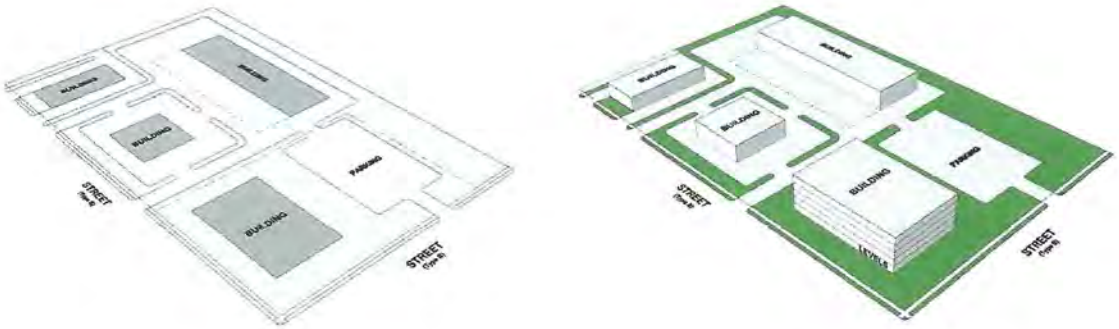


Figure 3.3: Single Family Detached, Front Loaded Lot Type Diagram

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

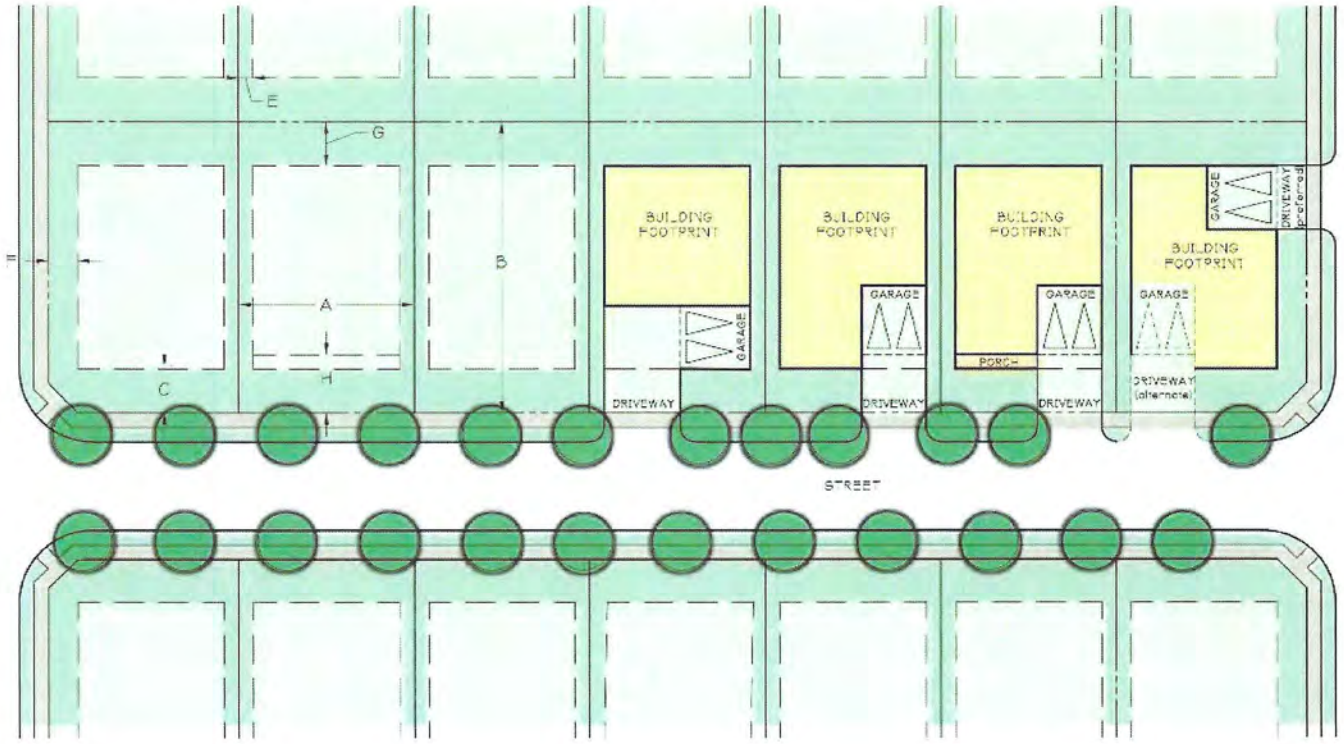


Figure 3.4: Rowhouse Lot Type Diagram

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

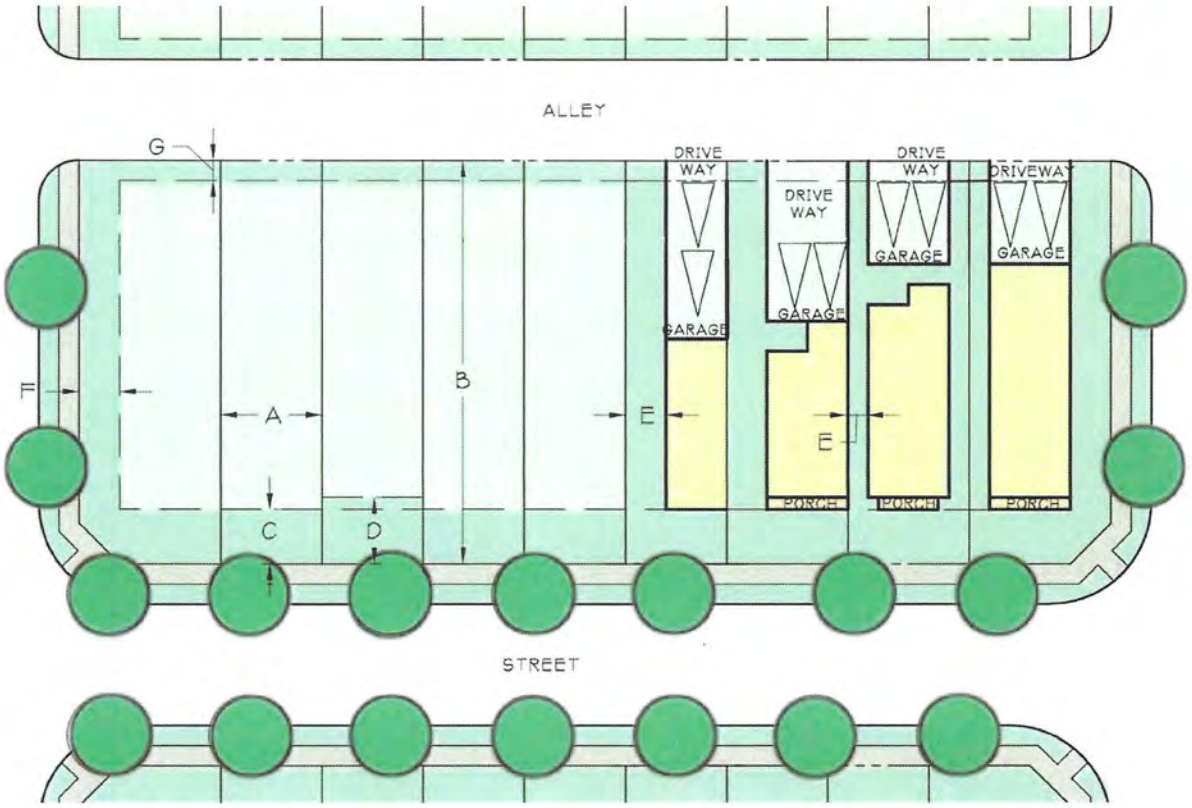


Figure 3.5: Townhome Rear Loaded Lot Type Diagram

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

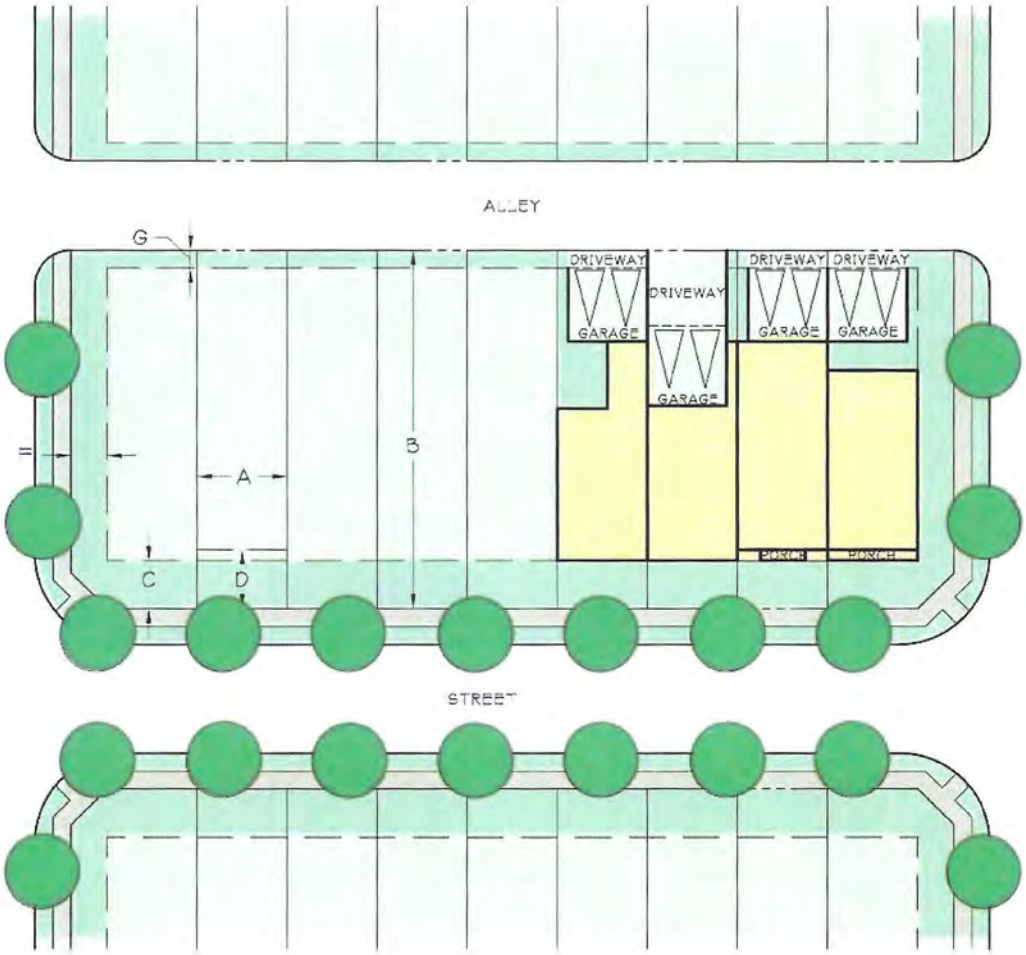


Figure 3.6: Multi-family (Stand Alone) (Not including 4-Plex) Lot Type Diagram

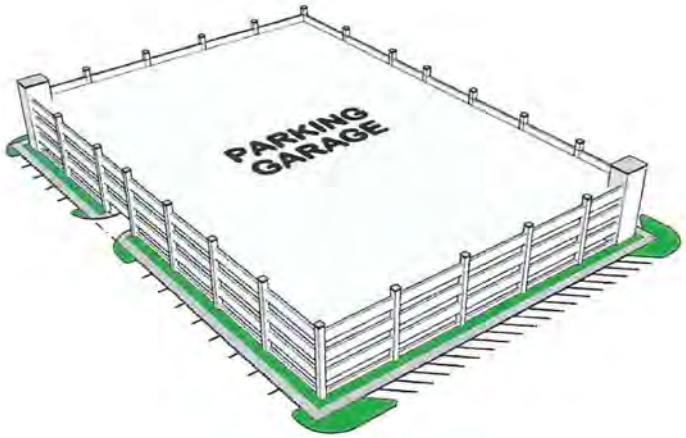
The multi-family (stand alone) lot type will include minimum three story buildings depending on the character zone in which a building is located and the number of stories permitted in that zone pursuant to Table 3.4. This lot type does not include multi-family (4-plex). Subject to compliance with Table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

Figure 3.7 Muti-Family (4-Plex)

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

Figure 3.8 Stand Alone Parking Garage

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



3.3 Limitations on Repetitiveness

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

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

Figure 3.9: Single Family Detached Anti-Repetition Diagram

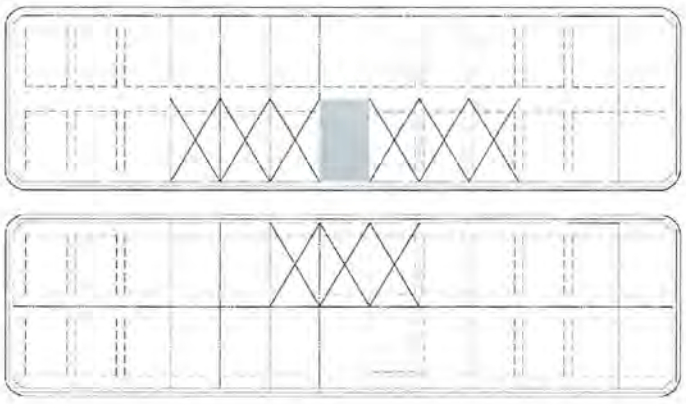


Table 3.3: Development standards For Single Family Detached, Rowhouse, and Townhome

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

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

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

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

Table 3.4: Development standards by Character Zone

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

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

Mixed Use Areas A – D Permitted Number of Dwelling Units and Square Footage (in Floor Area) in the Aggregate and Related Restrictions		
Multi-Family, Live/Work, and Residential Lofts*	**Single Family Residential Detached or Townhomes**	**Retail, Restaurant, and Office Uses[2]**
Maximum 5,000 multi-family, live/work, and residential loft dwelling units plus 1,000 age-restricted multi-family, live/work, and residential loft dwelling units (6,000 total) [See notes 1 and 2 below]	Maximum 3,000 dwelling units [see note 2 below]	6,688,163 square feet are contemplated at full buildout of the Property, but no maximum square footage shall apply
Note 1: Prior to the issuance of a certificate of occupancy (CO) for the first multi-family residential dwelling unit within the Property (excluding age-restricted units), one or more COs shall have been issued by the Town for at least 100,000 square feet of non-residential unfinished shell space or finished floor area (excluding gas stations and civic uses) within the Property. A maximum of 1,700 multi-family dwelling units are permitted on the Property (excluding age-restricted units) without requiring corresponding non-residential shell space or floor area that is in addition to the initial 100,000 square feet. Prior to the issuance of a CO for each of the 3,300 multi-family units that are in excess of 1,700 multi-family units (excluding age-restricted units), one or more COs shall have been issued by the Town for at least an additional 1,000 square feet of non-residential unfinished shell space or finished floor area for the following uses within the Property (e.g., 5,000 multi-family units requires 3,400,000 square feet of non-residential unfinished shell space or finished floor area): (1) all uses in the following land use categories in Table 2.1: commercial uses (office, retail, and service uses); and arts, entertainment, and recreation uses; (2) hospitals; and (3) hotels. For purposes of this restriction, the term "floor area" shall mean the air-conditioned floor space within the interior of a building. For purposes of this restriction, the term multi-family includes multi-family, live/work,		

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

and residential loft dwelling units. There is no restriction on when single family and age-restricted multi-family units may be constructed.

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

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

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

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

Single Family
Density Per MU Area

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

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

Areas A – D Development Standards

1.0 Street Design Standards

Street design standards shall be based upon creating a safe and inviting walking environment through an interconnected network of roads with sidewalks, street trees, street furniture, and amenities. Cul-de-sacs are prohibited unless natural features such as topography or stream corridors prevent a street connection. Right-of-way widths are governed by the approved street sections.
The street sections in Figure 6.3, as well as other Town street sections, as approved by the Town Manager or their designee, are the only approved streets for this development unless alternative street sections are approved by the Town Council through an exception. An owners association or property owner shall be responsible for the maintenance of all parking space pavement markings including parking space pavement markings located within the right-of-way. Alleys shall be private and located within an x-lot that is dedicated to an owners association for maintenance. Alleys shall be one-way.

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

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

	topography and/or vegetation prevents a rectilinear grid	and vegetation)	and vegetation)		
b. Block Face Dimensions	Between 400 feet - 600 feet	Less than 1,200 feet (unless limited by unique site conditions such as topography and vegetation)	Less than 1,200 feet (unless limited by unique site conditions such as topography and vegetation)	Between 500 feet - 1000 feet	Between 500 feet - 1000 feet
c. Minimum Lot Area (non-single family)[3]	0	0	2,000 square feet	0	0
c. Minimum Lot Area (square feet) (non-single family)	0	0	0	0	0
d. Minimum Lot Width x Depth (non-single family	0' x 0'	0' x 0'	20' x 100'	0' x 0'	0' x 0'
e. Maximum Lot Coverage (non-single family)	100%	100%	80%	80%	80%
f. Maximum Impervious Cover (non-single family)	100%	100%	80%	80%	80%
5.0 Building Standards					
Standard	***MU-C***	***MU-N***	***MU-T***		
			NG	***EN***	***MR***
a. Principal Building Height*	2 stories (minimum) 5 stories or 8 stories if Height Bonus Conditions met (maximum) **	2 stories (minimum) 4 stories or 8 stories if Height Bonus Conditions met (maximum) **	1 story (minimum) 3 stories (maximum)	1 story (minimum) 5 stories or 8 stories if Height Bonus Conditions met (maximum) **	1 story (minimum) 3 stories or 5 stories if Height Bonus Conditions met (maximum) **

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

* Building height shall be measured in number of stories. Attics and mezzanines shall be excluded from the height calculation as long as they do not exceed 50 percent of the floor area of a typical floor in the same building.

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

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

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

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

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

b. Building setbacks (non-single family)* Front (Min/Max)**	13.5'/15'	13.5'/25'	13.5'/25'	15'/None	15'/None
Side (Min/Max)	0'/None	0'/None	0'/None	0'/None	0'/None
Rear (Min/Max)	0'/None	0'/None	0'/None	0'/None	0'/None***

*Maximum setbacks do not apply in MU-T: NG where street buffers are provided. See street buffer provisions for potential impacts on setbacks.
**Maximum setbacks shall not apply in areas between a building and the curb that activate the street with improvements such as a plaza, patio, outdoor eating area, courtyard, enhanced landscaping, or other similar features or where retaining walls are present.
***If adjacent to a single-family detached residential development area, see additional setbacks in Section 10 (Compatibility Buffer).

c. Accessory buildings	Permitted	Permitted	Permitted	Permitted	Permitted
See section 98-1032 of the Land Development Regulations					
d. Principal building orientation	Type A Street (or Type B Street if no Type A Street is present), Park, Plaza, Square, or Open Space				Street
e. Building facade and architectural design standards	See Section 4 below				
f. Ground Floor Requirement	Ground floor non-	Ground floor non-residential permitted, but not required except for live-work units and residential lofts.			

	residential required				
g. Compatibility Standards	See Section 10 below.				
6.0 Site Design Standards					
Standard	***MU-C***	***MU-N***	***MU-T***		
			NG	***EN***	***MR***
a. Off-street parking	See Section 7 below				
b. Off-street loading	See Section 82-83 of the Land Development Regulations				
c. Screening	See Section 10 below				
• Trash/recycling receptacles	See Section 82-272 of the Land Development Regulations				
• Other utility equipment	See Section 82-273 of the Land Development Regulations				
• Loading spaces	Required for nonresidential uses. See Section 82-73(10) of the Land Development Regulations				
• Surface parking areas	See Section 7 below				
d. Landscaping [#]	See Section 10 below	See Section 10 below	See Section 10 below		
• Landscape buffer between surface parking and sidewalks/trails and streets (except alleys)					
• Parking lot minimum interior landscaping	See Section 82-243 of the Land Development Regulations	See Section 82-243 of the Land Development Regulations	See Section 82-243 of the Land Development Regulations		
e. Lighting	See Section 98-1121 to 1136 of the Land Development Regulations				
• Building entrances					
Parking areas, trails, and streets					
f. Signs	See Section 5 below				

7.0 Electrical Line/Substation, High Voltage	
Electrical Line/Substation, High Voltage	No residential building or school facility shall be constructed within 100 feet of the edge of the right-of-way or easement for a high voltage electrical transmission line. No nonresidential building shall be located within the right-of-way or easement for a high voltage electrical transmission line. No building containing a use permitted in the O office district shall be located within 50 feet of the edge of the right-of-way or easement for a high voltage electrical transmission line.
8.0 Transmission Pipeline	
Transmission Pipeline	Residential lots shall not be platted into transmission pipeline easements or rights-of-way. No building, structure, pool or spa shall be constructed in or moved into the transmission pipeline easement or right-of-way. Limited parallel fencing may be constructed within the transmission pipeline easement or right-of-way. Cross fencing may be constructed to contain livestock in agricultural areas, provided that a letter of approval is obtained from the transmission pipeline entity.

SECTION 4: ARCHITECTURE DESIGN STANDARDS

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

4.1 Building Materials

1. Materials – The following standards apply to all building types except single family attached and detached residential buildings.

    i. Facade: The quality of the facades determines the quality and character of the adjacent outdoor space. Since the public right-of-way requires a higher quality facade than the parking lot, the facade regulations are divided into Type A (more requirements) and Type B (fewer requirements). Type A facades face the public right-of-way, excluding alleys. Type B facades do not face the public right-of-way. The term "facade" in this Section 4 means any separate face of a building, including parapet walls, or any part of a building which encloses or covers usable space.

    ii. Unrestricted Materials: These materials may be used without limit for walls in A or B facades; clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, stucco, cementitious siding, and textured and painted concrete tilt-wall.

    iii. Limited Facade Materials: The following materials may not exceed 20 percent of the area of a Type A facade or 80 percent of the area of a Type B facade: concrete masonry units, EFIS, metal panel siding, composite wood panels, or hardi-plank clapboard siding. EFIS may be used only on the second floor and above. Windows and doors shall be excluded from the facade area for the purposes of calculating percentages.

    iv. Prohibited Materials: The following materials are not permitted to be used: aluminum siding, vinyl siding, or corrugated metal siding.

2. Materials, Single Family Attached and Detached – The following standards apply to Single Family Attached and Detached residential buildings. The Town Council may approve an exception to these requirements.

    i. Exterior wall construction on each story or floor of every single-family dwelling unit shall consist of 100 percent masonry construction with an allowance of which 20 percent may consist of hardi-plank, exclusive of the following: windows, doors, dormers and gables over the entrance of an extended garage; any rear wall area cantilevered 12 or more inches from the wood frame wall; any side wall area cantilevered 12 or more inches from the wood frame wall; any rear multistory straight wall with an exterior surface construction that is in excess of 70 percent glass or windows; and any wall area above a first floor roof where the exterior

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

ii. The exterior area or sides of chimney flues on exterior walls that are visible from the street shall be enclosed in 100 percent masonry veneer construction, except that chimney flues not visible from the street may be enclosed by materials approved by the building code for exterior exposure and in compliance with the flue manufacturer's recommendation.

iii. Notwithstanding the foregoing, any exterior wall of any residential dwelling unit facing a street or thoroughfare, public park area or school yard shall consist of 100 percent masonry construction, exclusive only of windows, doors, dormers and gables over the entrance of an extended garage.

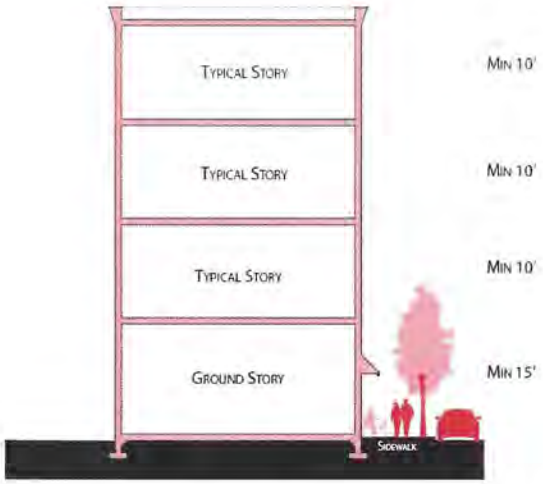
iv. All exterior walls and roofs shall be constructed of materials having an Underwriter's Laboratory Class B or Uniform Building Code Class 2 "stoned fired" retardant rating or better.

v. For purposes of single family detached buildings, the term "masonry" means that form of construction composed of stone, brick, concrete, hollow clay tile, concrete tile or other similar building units or materials or combination of these materials, and including brick veneer and stucco.

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

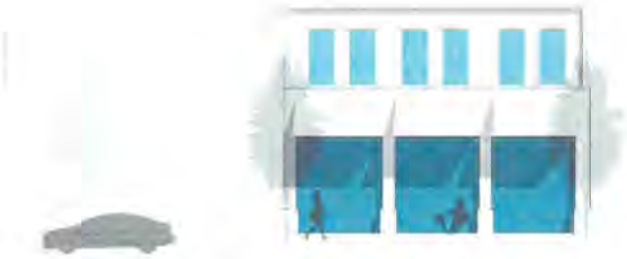
a. At least 80 percent of each building facade, excluding areas occupied by doors, windows, or other openings, shall consist of natural and earth tone colors such as ochre, brown, umber, rust, olive, beige, taupe, sepia, white, off-white and similar natural or earth tones. Decorative canopies, awnings, signage, and similar features attached to a building are not required to follow the standards in this paragraph. Accent colors may comprise the remaining 20% of each building elevation and shall relate to the base tones. Decorative canopies, special elements, including patio umbrellas and signage, can be more contrasting in color as appropriate.

b. The minimum ground floor height for buildings two stories and above shall be fifteen feet. The minimum finished floor height for all upper floors shall be ten feet. The minimum finished floor height for single story buildings shall be ten feet. This concept is illustrated below.



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

d. Table 4.1 lists the required amount of window/door area per facade for each character zone. This concept is illustrated below.



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

screening materials and landscape screens shall be architecturally compatible with and similar to the building materials of the principal structures on the lot.

Table 4.1: Window/Door Area Requirement

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

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

a. Unified Theme. A grouping of buildings (3 or more) within the same building complex or shopping center shall have a unified or complimentary design theme.

b. Franchise Architecture. For chain businesses or franchises, defined as any business having more than three locations in Texas, the building must be site designed for this project (i.e., architectural plans cannot be replicated from another location).

c. A non-residential building within the MU-T: MR character zone that is adjacent to a single family residence located in the MU-T:NG character zone and is 15,000 square feet or less in floor area shall have a hip and/or gable style roof that replicates residential scale and pitch of 6/12 to 9/12 slope.

d. The Town Council may approve an exception to this Section 4.3.

4.4 Specific Standards

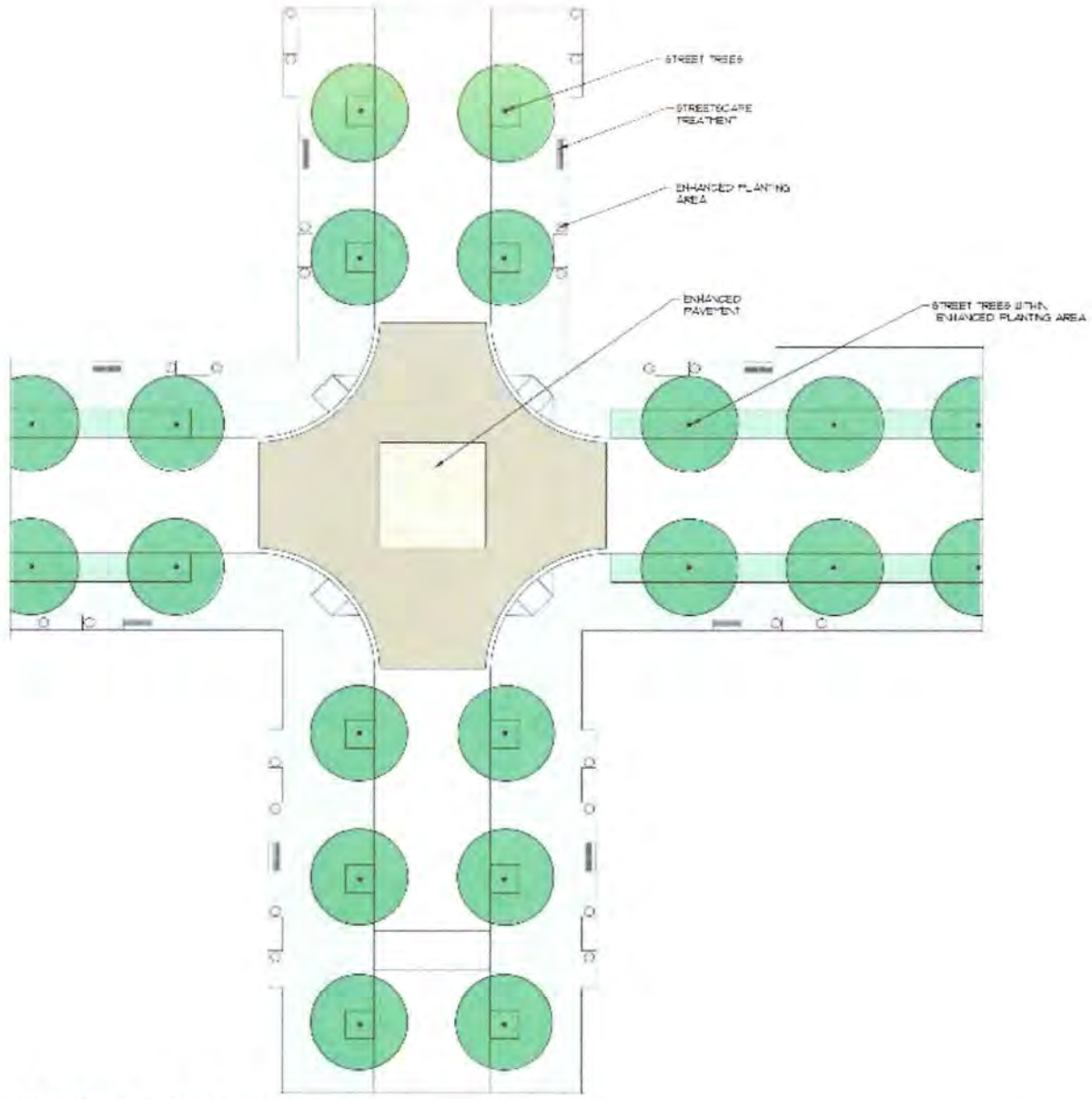
1. Public Space. To promote a comfortable, interesting and safe walking environment, the design and detailing of the streetscape shall include the following elements:

    i. Connectivity and wide sidewalks for pedestrians is encouraged for a vibrant mixed-use development. The buildings are to be adjacent to the sidewalks to form building facades that create interest to the pedestrian. Connectivity to public open spaces areas of varying scales, characters and uses are important elements to the development.

    ii. Street trees shall be planted in regular intervals along the street-side of the sidewalk, as required by Section 10, to provide shade for the pedestrians.

    iii. Sidewalk cross walks shall be designed to allow pedestrians to safely cross streets. Both materials and striping shall be used to separate these areas from the travel lanes.

    iv. In high pedestrian areas adjacent to streets, accent planting at or near the ground plane shall be provided in order to provide a finer level of landscape detail closer to pedestrians and to soften the hard surfaces of streets, sidewalk paving and building facades. In high pedestrian areas, accent planting shall be located in areas such as tree-wells (if not grated) or beds near intersections where additional sidewalk area is available. Accent planting, as well as decorative pots or more formal raised planters, may be used to distinguish specific areas, such as important streets, the area surrounding a park or square or an entire neighborhood. Accent planting shall not be located within the public right-of-way without Town Council approval of an exception.



HIGH PEDESTRIAN USE STREETSCAPE

v. Street furniture, including streetlamps, benches and trash receptacles shall be provided in high pedestrian traffic areas (as determined at the time of site plan approval) to provide for safety and comfort, as well as to create an additional layer of detail within the overall environment of the neighborhood street. Street furniture may be placed between the curb and buildings, but shall not be located within the public right-of-way without Town Council approval of an exception. A consistent street furniture and streetlamp design shall be used throughout the Property.

vi. Sidewalk widths may allow for small groupings of tables and chairs outside of restaurants as well as larger sidewalk cafes, provided a minimum six-foot wide unobstructed pedestrian path is maintained. Smaller areas of congregated public seating may be provided, particularly near major intersections or adjacent to open

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

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

a. Type A. Type A streets are the primary pedestrian-oriented streets and require a higher quality design environment and minimal accommodation of auto-oriented ancillary uses (driveways and parking) with respect to streetscape and building design.

b. Type B. Type B streets form the secondary street network providing access to pedestrian oriented streets (Type A streets) and may accommodate automobile access to properties and uses.

2. Non-Residential Building Transitions A to B Facades: A Type A facade's general design must continue around a corner onto a Type B facade for at least 15 feet before transition to a new design on the Type B facade.

3. Maximum Facade Length: A single facade must incorporate design changes in the form of wall recesses or projections, building entries, columns, awnings, arcades, or similar architectural features that provide interest and variety at least every 80 feet along a Type A facade. These elements must project a minimum of two feet from the facade wall.

4. All building frontages along public and private streets (with the exception of alleys) shall break any flat, monolithic facades by including architectural elements such as bay windows, recessed entrances, or other articulations so as to provide pedestrian interest along the street level facade including discernible and architecturally appropriate features such as, but not limited to, porches, cornices, bases, fenestration, fluted masonry, bays, recesses, arcades, display windows, unique entry areas, plazas, courts, or other treatments to create visual interest, community character, and promote a sense of pedestrian scale. Expanses of blank walls exceeding 25 continuous feet are prohibited along all Type A streets and 40 continuous feet along all other streets except alleys. Examples of facade activation techniques are illustrated below.

5. Other Items.

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

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

6. Ground Floor Standards for Non-Residential

    i. Entrances should provide refuge from the elements by use of lobbies, canopies or awnings. Entrances to shops shall be distinguished from lobby entrances to upper floors.

    ii. Primary facades along Type A streets shall contain the main entrance of any principal building.

    iii. All principal buildings located on a Type A street shall also have doors, windows, and other architectural features facing that street. Nonresidential or mixed use corner buildings shall have at least one customer entrance facing each street or a corner entrance instead of two entrances.

    iv. Window display areas are required in the design of ground floor retail facades facing a street.

    v. An awning, canopy, arcade, overhang, or similar architectural feature is required above each street level window. The bottom of an awning must be placed at or below the top of the window.

    vi. The following standards apply to non-residential buildings in the MU-C and MU-N character zones: Primary facades along Type A streets shall contain the main entrance of any principal building. All vertical mixed use and nonresidential buildings shall have door openings spaced at no greater than 100 feet apart on the ground floor facing a Type A street, a plaza, a square, or another civic space.

7. Ground Floor Standards for Residential

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

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

    i. Except for point(s) of ingress/egress, openings in the parking structure facade shall not exceed 60 percent of the total facade area for each level of parking and shall be designed in such a manner to screen headlights.

    ii. Facades along a street must incorporate a repeating pattern that includes color, texture, and/or material change. In addition, vertical elements shall be incorporated to the facade design in order to create a repeating pattern. This can be achieved through the use of projections or offsets. Parked vehicles on the first level of a

parking garage that would otherwise be visible from outside of the garage shall be screened with a wall with a minimum height of 42 inches that utilizes design elements from the main building served by the parking structure.

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

9. In the MU-C character zone, a mixed use building that includes residential units shall provide internal climate-controlled corridors to access each residential unit.

10. In the MU-N character zone, at least 80 percent of street-facing multi-family ground level units shall have direct access from a sidewalk abutting a street.

SECTION 5: SIGNAGE

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

Table 5.1: Signs Permitted by Character Zone

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

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

[2] Limited to Public Facilities

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

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

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

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

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

5.1 Sign Types

1. Monument Sign
   a. Description
      i. A freestanding sign that is placed on or supported by the ground, independent of the principal structure on the lot, designed with a monument base that is an integral part of the sign structure.
   b. Special Standards
      i. Changeable Electronic Variable Message Signs may not exceed seventy-five (75) percent of the total sign area and is only allowed for those uses identified in Section 86-67(9) of the Land Development Regulations.
      ii. Sign area does not include the base or pedestal or address block.
      iii. Must be located a minimum of seventy-five (75) feet from an multi-tenant sign along the same thoroughfare.
      iv. Must be architecturally designed to be complimentary to the buildings within the development.
      v. Changeable Copy Signs are permitted.

Table 5.2: Monument Signs

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

2. Multi-tenant Sign
   a. Description
      i. A freestanding sign used to identify a commercial development with two or more tenants.

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

Table 5.3: Multi-tenant Signs

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

3. Wall Sign
   a. Description
      i. A sign that is attached flat to or mounted away from, but parallel to, any exterior wall of a structure.
   b. Special Standards
      i. Maximum distance between the wall and sign is eighteen (18) inches.
      ii. Multiple Wall Signs are permitted however, the total area must not exceed twenty-five (25) percent of the facade/wall area.
      iii. Changeable Copy Signs are permitted.
      iv. Roof Signs shall be treated as Wall Signs for the purpose of this subsection and shall be subject to the 25 percent total sign area limitation above, provided such sign shall not extend above the roof peak by more than six (6) feet and its area shall not exceed fifteen (15) percent of the exterior wall elevation over which the roof sign is oriented.

Table 5.4: Wall Signs

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

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

4. Projecting Sign
    a. Description
        i. A sign, other than a wall or roof sign, that is attached to a rigid structure that extends more than 18 inches beyond the surface. A marquee sign is not considered a projecting sign.
    b. Specific Standards
        i. Projecting Signs shall not project more than two-thirds of the width of the abutting sidewalk.
        ii. If a Wall Sign is already permitted for the building, the Projecting Sign shall not exceed twenty-five (25) percent of the maximum allowable sign area for the facade.
        iii. Changeable Copy Signs are permitted.

Table 5.5: Projecting Signs

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

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

b. Specific Standards
    i. Hanging Signs must be placed at least one (1) foot from the edge of any awning or cover.

Table 5.6: Hanging Signs

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

6. Marquee Sign
    a. Description
        i. A sign that is incorporated into a permanent roof-like structure constructed of permanent building materials that extends from the wall of a structure with no supports extending to the ground providing protection from the elements.
    b. Special Standards
        i. Changeable Copy Signs are permitted.
        ii. Marquee Signs may only be permitted for movie or performance theatres, or building or project identification. A maximum of five marquee signs are permitted by right within the Property, with any additional marquee signs by comprehensive sign package approval.

Table 5.7: Marquee Signs

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

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

Table 5.8: Awning Signs

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

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

Table 5.9: Canopy Signs

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

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

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

Table 5.10: Banner Signs

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

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

10. Window Sign
    c. Description
        i. A Window Sign is generally painted, attached, etched or formed into a window, door or other translucent opening of a facade.
    d. Special Standards
        i. Window Signs may only be permitted on the first floor of a building.
        ii. Displays located in a window such as mannequins are not considered window signs.

Table 5.11: Window Signs

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

11. Sidewalk Sign
    a. Description
        i. A temporary sign not anchored to the ground and constructed in a manner, and of such materials, which permit it to be repositioned by an individual without mechanical aid.
    b. Special Standards
        i. A Sidewalk Sign does not require a permit.
        ii. Sidewalk Signs must be placed directly in front of the premises that owns and is placing the sign within ten (10) feet of the building entry.
        iii. Sidewalk Signs must be removed when the business is closed.
        iv. Sidewalk Signs must allow for a minimum of four (4) feet of clearance as per ADA standards.
        v. Changeable Copy Signs are permitted.

Table 5.12: Sidewalk Signs

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

12. Drive-Thru or Drive-In Sign
    a. Description
        i. A sign erected in conjunction with a use that incorporates a drive-thru or drive-in, placed adjacent to a drive-thru or drive-in parking space to be read by patrons in a vehicle.
    b. Special Standards
        i. A drive-thru or drive-in sign can be Changeable Electronic Variable Message Sign.
        ii. A drive-thru or drive-in sign that engages a speaker or other form of audible communication between the vehicle and store shall conform to all noise and nuisance regulations of the Town of Flower Mound.

Table 5.13: Drive-Thru or Drive-In Signs

Area Max (Square Feet)	
Drive-Thru (Per Sign Face)	60
Drive-In (Per Sign Face)	9
Height Max (Feet)	
	6
Width Max (Feet)	
	N/A
Number of Signs	
Signs per Drive-Thru Lane, Max	2
Signs per Drive-in ordering station, Max (2-sided Allowed)	1
Setbacks and Spacing	
Setback	N/A
Illumination	
Internal or External	
Vertical Clearance from Grade	
	N/A
Changeable Electronic Variable Message Signs	
Allowed	

13. Neighborhood Entrance Sign

    a. Description

        i. Large scale identification signs for the entrance into a neighborhood, located along a roadway, serving the neighborhood.

    b. Special Standards

        i. The maximum height shall be fifteen (15) feet.

14. Project Identification Sign

    a. Description

        i. Large scale identification signs for the development, located along major thoroughfares, serving the development.

    b. Special Standards

        i. The maximum height shall be fifty (50) feet.

        ii. A maximum of two per highway frontage along each side of the roadway.

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

    a. Constructed such that the sign does not face, shine, or reflect light in any manner or angle into a property with any residential zoning designation or use.

    b. Maximum daytime lumens of 5,000; maximum nighttime lumens of 500.

    c. Provide a minimum display time for each static image of at least six (6) seconds.

    d. A static display with no animation, virtual movement, flashing or multimedia/video.

    e. No special effect transitions between each static display.

    f. No display of a solid white background.

Dimensional Calculations

1. Sign Area

    a. Sign area shall be calculated in square feet, and by means of the smallest square, circle, rectangle, or combination thereof that will encompass the sign face.

    b. Calculation of Area of Multifaceted Signs

        i. The sign area for a sign with more than one face shall be calculated by adding together the area of all sign faces visible from any one point.

2. Sign Height

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

3. Sign Width

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

Exempt Signs

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

1. Public Signs

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

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

    a. Up to two (2) temporary signs not exceeding six square feet in area and three feet in height when posted in residential zoning districts, or temporary signs not exceeding 64 square feet in area and 12 feet in height when posted in other zoning

districts, when posted during time periods when the property on which the signs are located is for sale or lease, and such signs do not remain more than seven (7) days after the property is sold or leased;

3. Signs on Properties in a State of Construction

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

4. Works of Art

    a. Works of art that constitute a regulated sign and are not permitted by applicable sign regulations may be permitted with Town Council approval. No zoning amendment or amendment to this ordinance shall be required for the Town Council to grant such approval. All other works of art are permitted by right.

5. Holiday Lights

    a. Holiday lights and decorations with no commercial message.

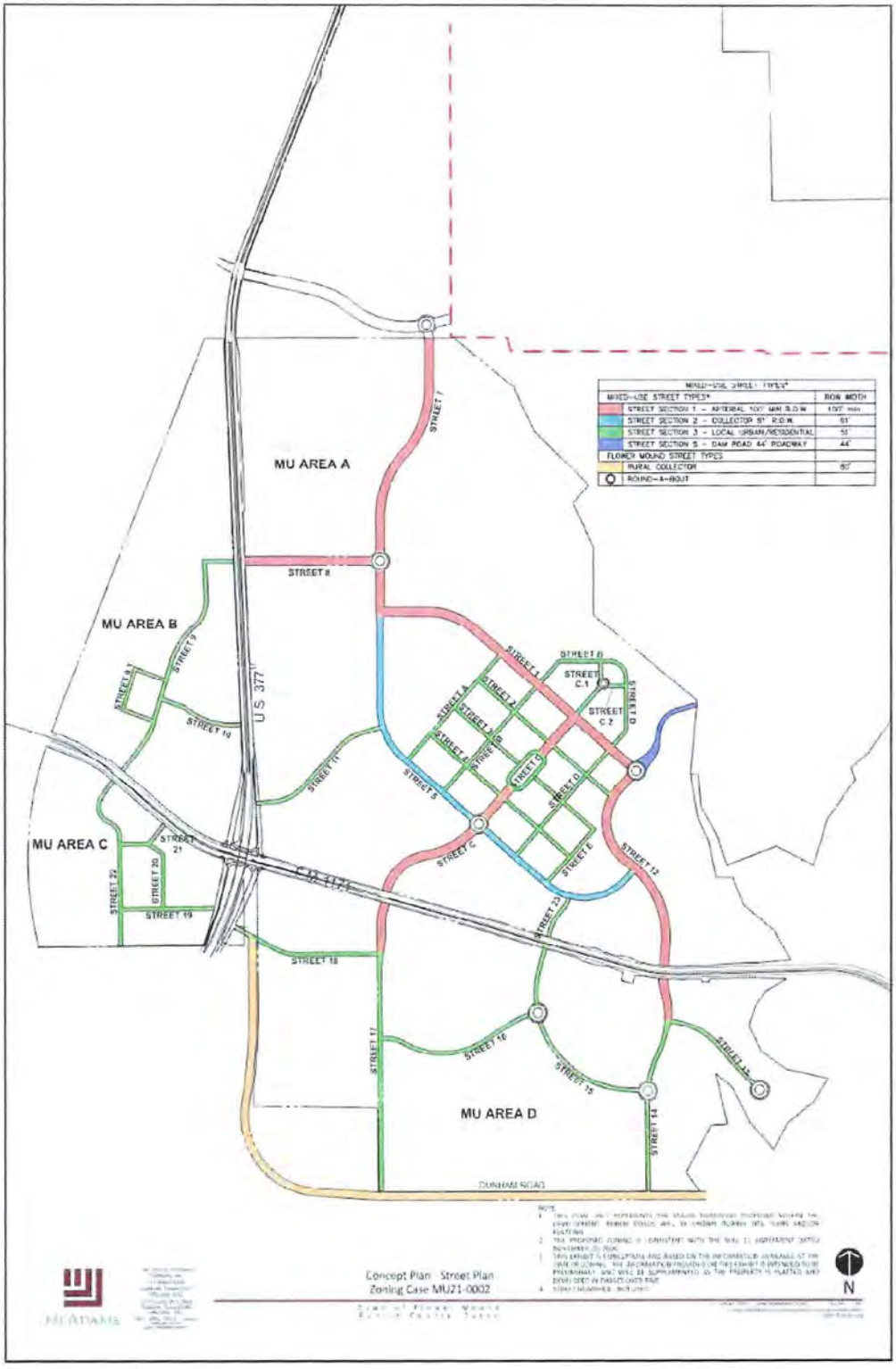
6. Incidental Signs

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

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

SECTION 6: STREETS

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



Enlarged table and notes from Figure 6.1:

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

NOTE:

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

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

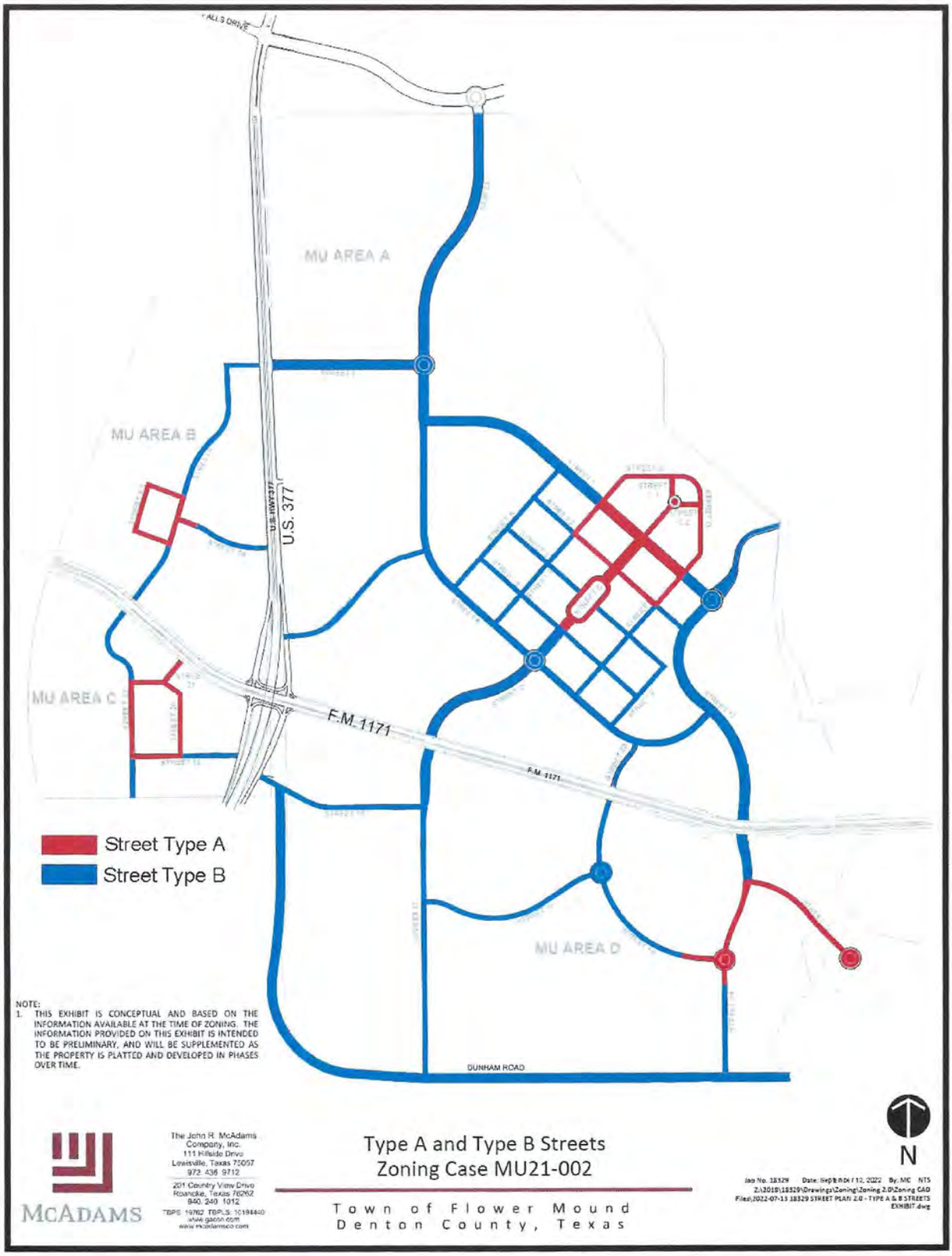


Figure 6.3: Street Sections: The street sections in this Figure 6.3 shall apply to the Property.

ARTERIAL STREET SECTIONS

STREET SECTION 1	ARTERIAL - MIN. 100' ROW

COLLECTOR STREET SECTIONS

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

RESIDENTIAL STREET SECTIONS

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

ALLEY SECTIONS

STREET SECTION 4	PRIVATE ALLEY SECTION

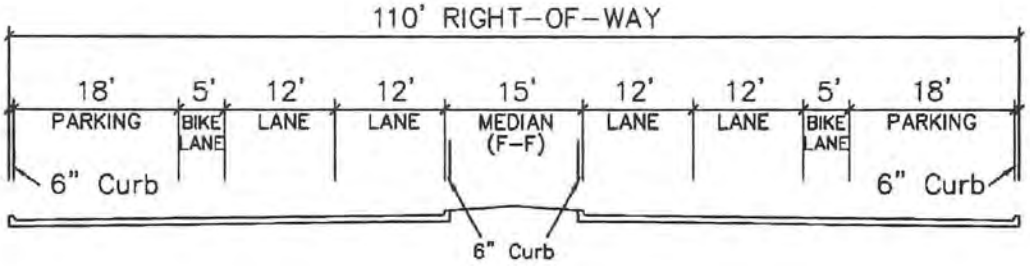
MISCELLANEOUS STREET SECTIONS

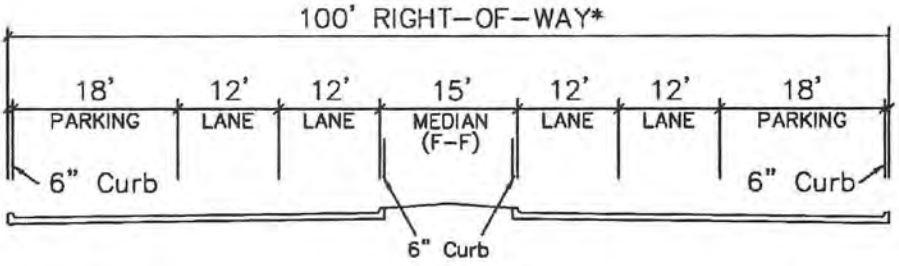
STREET SECTION 5	DAM ROAD - 44' ROADWAY

STREET SECTION
INDEX PAGE
Zoning Case MU21-0002

Town of Flower Mound
Denton County, Texas

Job No. 18329 Date: September 14, 2022 By: SM



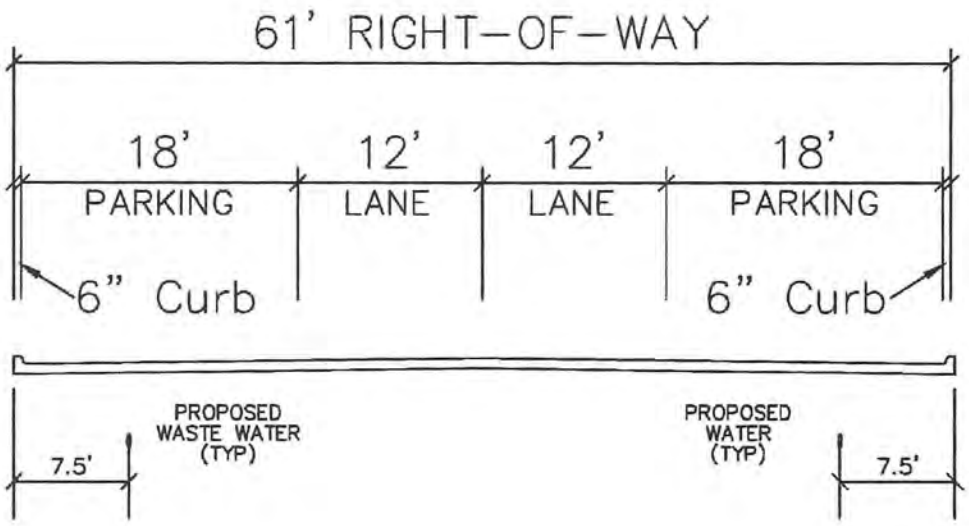


*IF SHARED BIKE LANES ARE USED
SHARED LANES ARE TO HAVE SHARED LANE MARKINGS EVERY 250'

STREET SECTION 1
ARTERIAL - MIN. 100' ROW
Zoning Case MU21-0002

Town of Flower Mound
Denton County, Texas

Job No. 18329 Date: September 19, 2022 By: SM



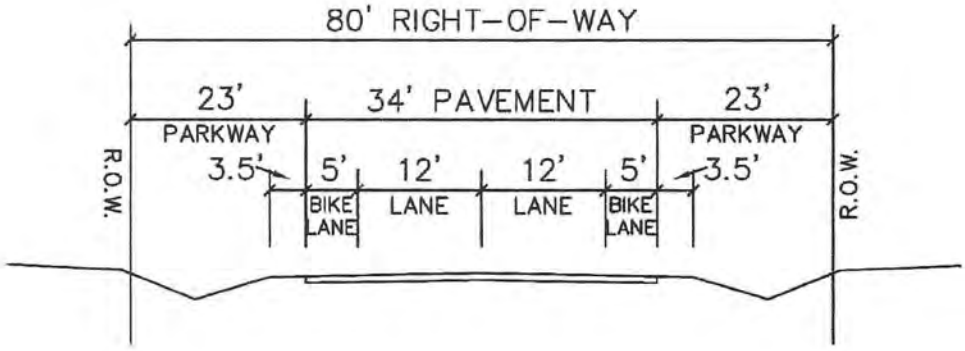
GENERAL NOTES

1. THIS STREET SECTION APPLIES TO ANGLED PARKING

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

Town of Flower Mound
Denton County, Texas

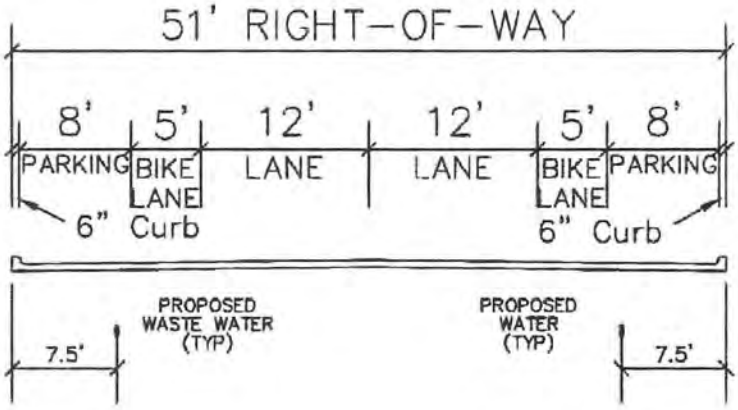
Job No. 18329 Date: September 19, 2022 By: SM

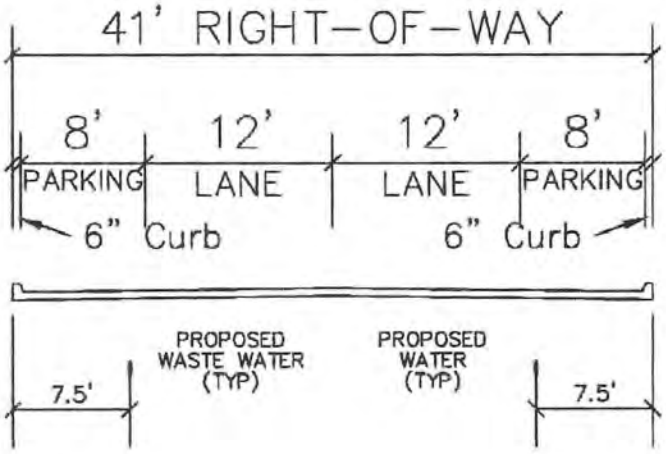


LOCAL - RURAL COLLECTOR
Zoning Case MU21-0002

Town of Flower Mound
Denton County, Texas

Job No. 18329 Date: September 19, 2022 By: SM





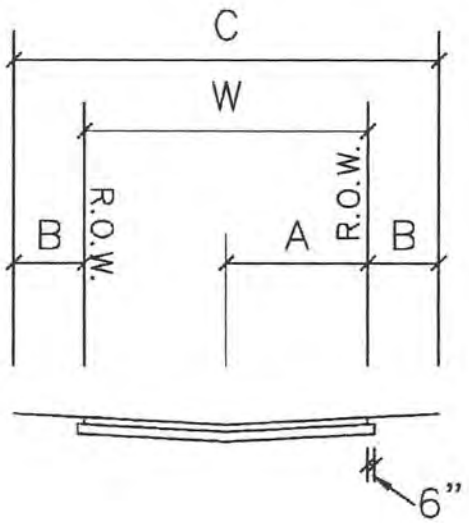
GENERAL NOTES

1. THIS STREET SECTION APPLIES TO PARALLEL PARKING

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

Town of Flower Mound
Denton County, Texas

Job No. 16329 Date: September 12, 2022 By: SM

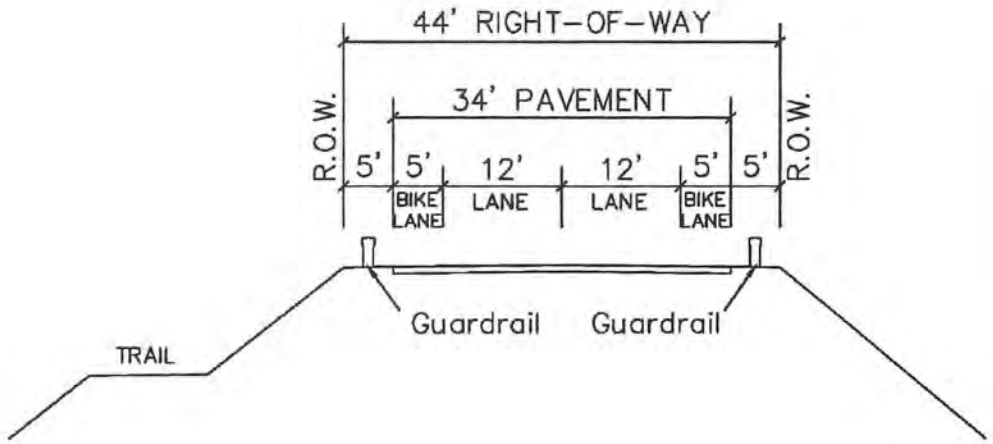


Alley Width (W)	A	B	X – Lot Width (C)
20'	10'	5'	30'

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

Town of Flower Mound
Denton County, Texas

Job No. 18329 Date: September 19, 2022 By: SM



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

Town of Flower Mound
Denton County, Texas

Job No. 18329 Date: September 19, 2022 By: SM

SECTION 7: PARKING

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

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

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

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

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

7.2 Schedule of Required Parking

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

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

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

7.3 Shared Parking

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

Table 7.2: Shared Parking Ratios

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

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

1. MU-T: NG

    a. Location and design of off-street parking

        i. Off-street parking areas shall be designed in accordance with Section 82-79 of the Land Development Regulations (Residential Parking Area Design).

        ii. All residential lots that are less than 60 feet in width shall have garages accessed from alleys. All lots 60 feet and wider may have front loaded garages.

        iii. Bicycle parking shall be provided for each nonresidential use at a rate of five percent of the off-street automobile parking spaces required for the use the bicycle parking will serve, not to exceed a total of ten bicycle

parking spaces. Bicycle parking shall be visible from streets or parking lots. Bicycle parking is not required to be located on the same platted lot as the use it serves, but shall be located within 400 feet of the lot containing the use it serves.

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

    a. Location and design of off-street parking

        i. A maximum of 50 percent of the blockface frontage on a Type B street and 25 percent on a Type A street may be used for parking. No such parking limitation shall apply if a blockface contains a building that is oriented on an environmental feature or open space. The parking limitations also do not apply along FM 1171 or US 377.

        ii. Structured parking is permitted.

        iii. Any off-street surface parking area located adjacent to a street or a residential use shall be screened in accordance with Section 10.

        iv. Bicycle parking shall be provided for each nonresidential use at a rate of five percent of the off-street automobile parking spaces required for the use the bicycle parking will serve, not to exceed a total of ten bicycle parking spaces. Bicycle parking shall be visible from streets or parking lots. Bicycle parking is not required to be located on the same platted lot as the use it serves, but shall be located within 400 feet of the lot containing the use it serves. Bicycle parking shall not be located within the public ROW.

        v. All residential lots that are less than 60 feet in width shall have garages accessed from alleys. All lots 60 feet and wider may have front loaded garages.

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

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

    a. Location and design of off-street parking

        i. A maximum of 25 percent of the blockface frontage on a Type A street may be used for parking. A maximum of 50 percent of the blockface frontage on a Type B street may be used for parking. Parking is not permitted within 25 feet of a block corner.

        ii. In the MU-C character zone, structured parking is required for a mixed use building with residential uses on upper floors and stand-alone multi-family buildings.

        iii. Off-street parking shall be located internal to blocks except as provided for in this ordinance.

iv. In the MU-N character zone, required parking not provided in a structured parking garage shall be located within the block interior and may be provided in a private driveway or an easement.

v. In the MU-N character zone, multi-family units shall be served by one or more of the following: structured parking, tuck-under parking, or surface parking, the location and screening of which are governed by this ordinance.

vi. Any off-street surface parking area located adjacent to a street or a residential use shall be screened in the form of a landscape fence which is at least four (4') in height with approximately 80 percent or more opacity at the time of planting. A landscape fence is a fence consisting of tubular steel, wrought iron, or masonry accompanied by evergreen landscaping.

vii. A surface parking lot may not be adjacent to a street intersection or square, or occupy a lot that terminates a street vista.

vii. Bicycle parking shall be provided for each nonresidential use at a rate of five percent of the off-street automobile parking spaces required for the use the bicycle parking will serve, not to exceed a total of ten bicycle parking spaces. Bicycle parking shall be visible from streets or parking lots. Bicycle parking is not required to be located on the same platted lot as the use it serves, but shall be located within 400 feet of the lot containing the use it serves. Bicycle parking shall not be located within the public ROW.

viii. All residential lots that are less than 60 feet in width shall have off-street parking and/or garages accessed from alleys. All lots 60 feet and wider may have front loaded garages.

ix. Parking garages may be used to meet the parking requirements provided they do not occupy more than 25% of any A street frontage per block, or 50% of any B street frontage per block. The facades may exceed this frontage limit if the facade of the structure matches the adjacent habitable structures or the two lowest levels of parking are designed to appear as a single ground floor story. Ground floor facades are required to provide architectural detail as the adjacent building(s) it serves. The architectural detail of the upper floors shall follow the design character as provided on the ground floor.

x. All structured parking shall be lined by active uses along the entire ground floor frontage of all Type A streets. All structured parking shall be lined by active uses along a minimum of 50 percent of all Type B streets (with the exception of arterials in MU-T: MR areas, highways, and alleys).

xi. Driveways into structured parking garages shall be from alleys or Type B streets as established in the development plan.

7.6 Parking Analysis

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

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

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

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

Table 7.4: Projected Shared Parking Summary

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

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

7.7 Covered Parking

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

7.8 Parking Dimensions

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

a. The minimum required dimensions of parking spaces and aisles, if any, shall be as indicated in this Section 6. Minimum parking space dimensions shall comply with Section 82-77 of the Land Development Regulations (Parking Space and Aisle Dimensions).

b. On-Street Parking: Section 82-78 of the Land Development Regulations (Parking Area Design) shall not apply to on-street parking.

c. Parking Structures. The dimensions of parking spaces located in parking structures shall be as follows:

   i. Nine feet by eighteen feet, where each vehicle storage space, shall be counted as a parking space, provided that such space accommodates a vehicle.

d. On-Street Parking. The dimensions of parallel parking spaces located on streets shall be a minimum of 8 feet by 23 feet unless otherwise indicated.

e. Parking Access Aisles. Parking access aisles that are not also fire lanes shall have these widths:

i. two (2) lanes (two-way traffic) a minimum width of twelve feet (12') each for ninety degree (90°) parking configurations; and

ii. not less than a minimum width of twenty-two feet (22') for head-in, one-way parking and eighteen feet (18') for angled, one-way parking.

7.8 Multi-family 4-Plex

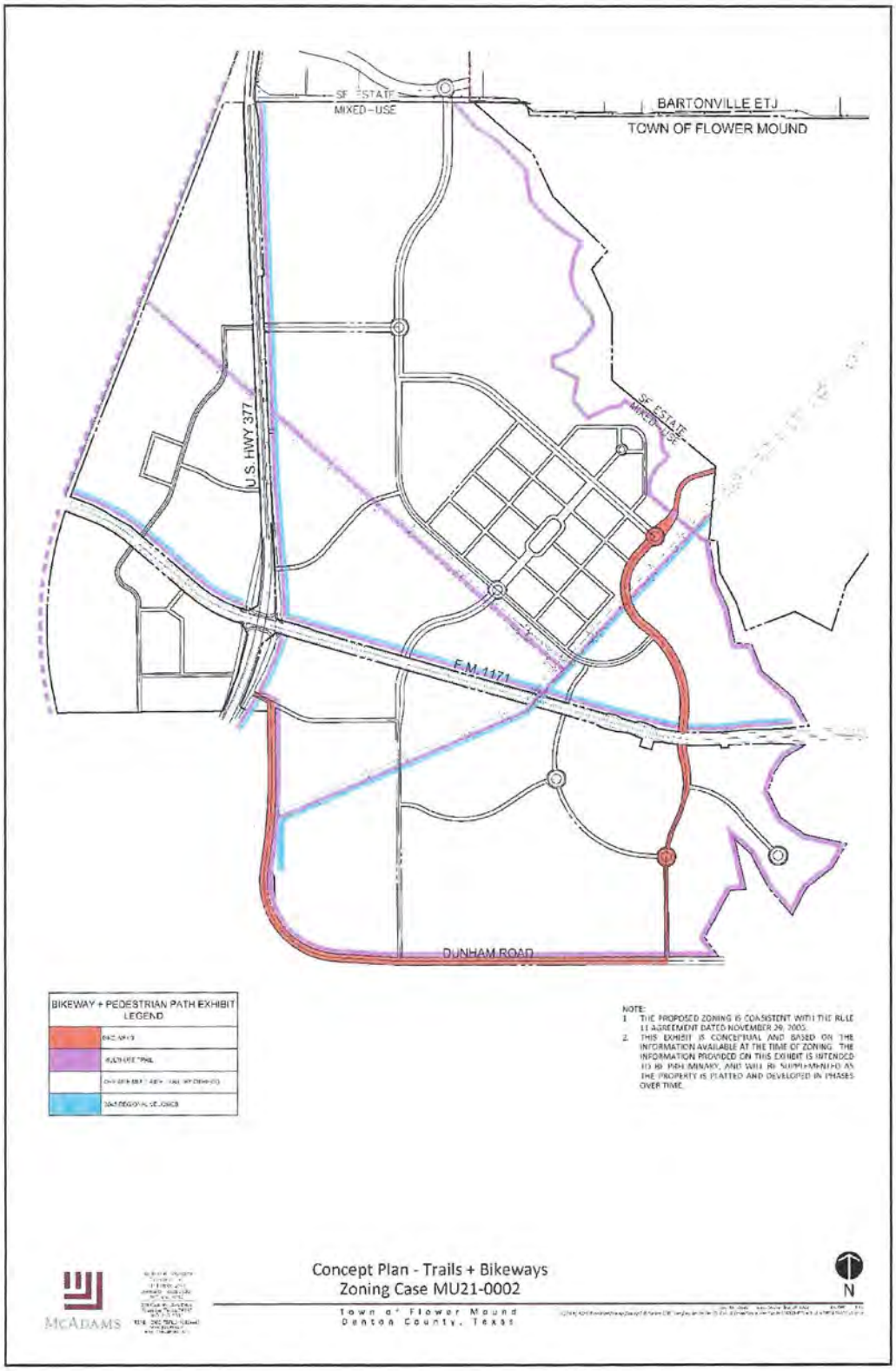
Each 4-plex unit must include garage parking accessed through an alley.

SECTION 8: PEDESTRIAN AND BIKE PATHS

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

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

Figure 8.1: Illustrative Trails Plan



Enlarged notes and table from Figure 8.1

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

NOTE:

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

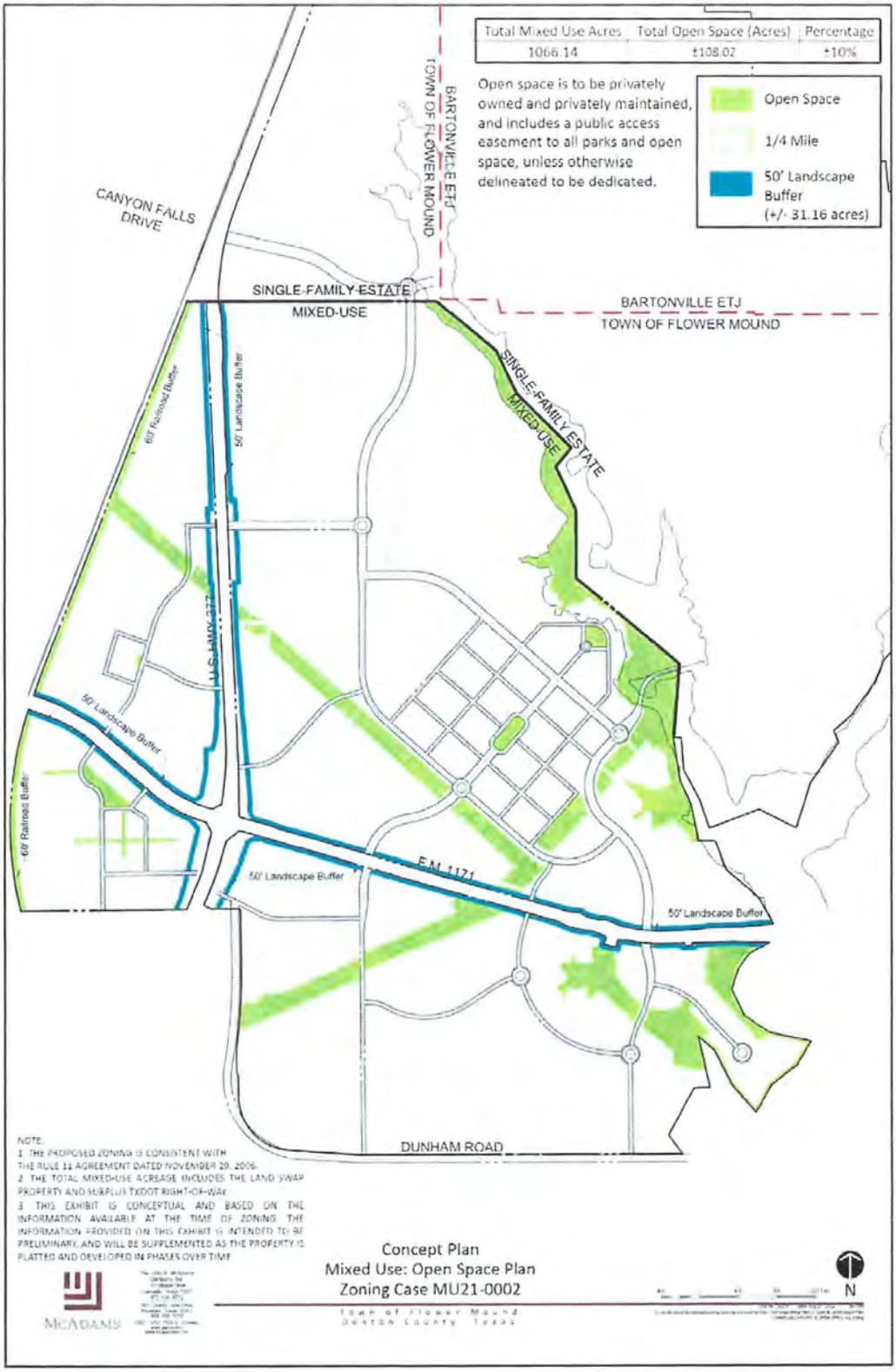
SECTION 9: CIVIC AND OPEN SPACE PLAN

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

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

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

Figure 9.1: Illustrative Open Space Plan.



Enlarged notes from Figure 9.1.

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

Table 9.2: Open Space per Phase

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

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

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

Residential Lake District

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

The Trailhead

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

Roadrunner Trail

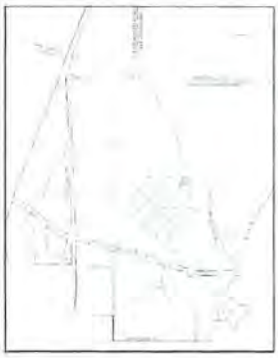
Item		Standard	Required	Optional
1	Park Description	Roadrunner Trail is a large park that runs underneath overhead powerlines, connecting pedestrians from north to south and east to west, across the development, being an ideal location for avid walkers and joggers.		
2	Classification	Natural Area/Park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

The Commons

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

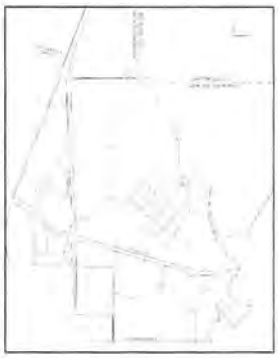
Arrowhead Park

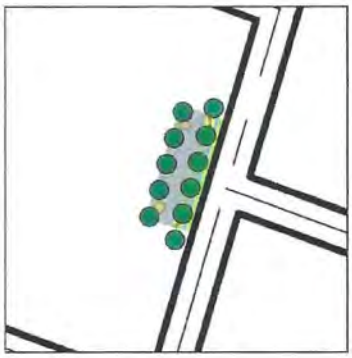
Item		Standard	Required	Optional
1	Park Description	Arrowhead Park is a high traffic area that allows users to engage in the exciting atmosphere of the Village Core while enjoying open space and landscape features.		
2	Classification	Green		
3	Minimum Size	0.63 acres		
5	Landscape	The Green may consist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



Micro Park

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





The Natural Corridor

Item		Standard	Required	Optional
1	Park Description	The Natural Corridor is large area that wraps around the southeast developments, offering pedestrians to engage in the natural preserved areas.		
2	Classification	Natural Area		
3	Minimum Size	15.28 acres		
5	Landscape	The Natural Area may consist of natural grasses, groupings of new and existing trees that are only manicured when affecting the users experience. Entryways and structures within the natural area may have manicured landscape.	X	
6	Hardscape	May include: Minimum 4 ft wide Sidewalks, Enhanced Paving, Pedestrian Bridges, Boardwalks, and Piers.	X	
7	Trails	Paved and natural pedestrian trails, at a minimum of 8 ft wide, may be provided throughout the Natural Area that give users access to any structures.	X	
8	Structures	May include: Shade Structures, Pavilions, and Playgrounds.		X
9	Site Furnishings	May include: Benches, Picnic Tables, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.		X
10	Lighting	Low voltage, pedestrian lighting may be provided to ensure user safety.		X
11	Signage	May include: Monument, Educational, and Wayfinding signage.	X	
12	Other features	May include: Water Bodies and Wildlife Viewing areas		X

Scissortail Trail

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

The Crossing

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

Cardinal Trail

Item		Standard	Required	Optional
1	Park Description	Cardinal Trail is a natural park that runs underneath overhead powerlines connecting pedestrians to the Roadrunner trail.		
2	Classification	Natural Area/Park		
3	Minimum Size	9.98 acres		
5	Landscape	This Natural Area/Park may consist of natural grasses, groupings of new and existing trees that are only manicured when affecting the users experience. There shall be no canopy trees underneath the easement. Entryways and structures within the preserve may have manicured landscape.	X	
6	Hardscape	May include: Minimum 4 ft. wide Sidewalks, Enhanced Paving, Pedestrian Bridges, Railing, and Fencing.	X	
7	Trails	Paved and natural pedestrian trails, at a minimum of 8 ft. wide, may be provided throughout the Park and Natural Area that give users access to any structures, and will connect to the Multi-Use and Veloweb trails as shown on the Trails Map.	X	
8	Structures	May include: Shade Structures, Playgrounds, and Workout equipment.		X
9	Site Furnishings	May include: Benches, Picnic Tables, Detachable Tables and Chairs, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.		X
10	Lighting	Low voltage, pedestrian lighting may be provided to ensure user safety.	X	
11	Signage	May include: Monument, Educational, Wayfinding, and User Safety signage.	X	
12	Other features	May include:		X

SECTION 10: LANDSCAPING AND SCREENING

10.1 Applicable Landscaping and Tree Requirements

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

10.2 Landscaping Elements

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

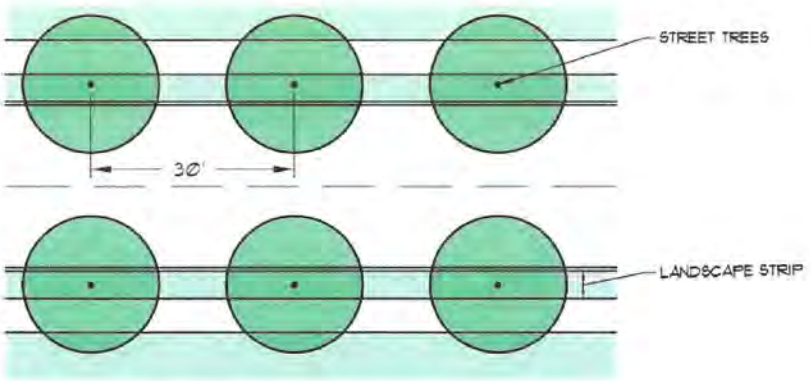
10.3 Street Trees

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

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

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

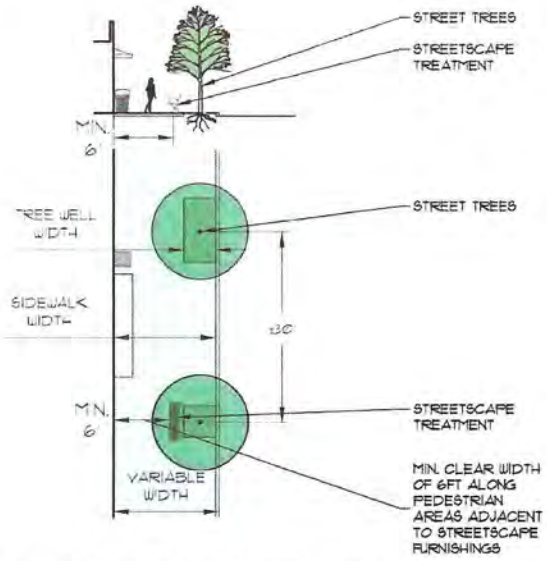
Figure 10.1 Street Trees



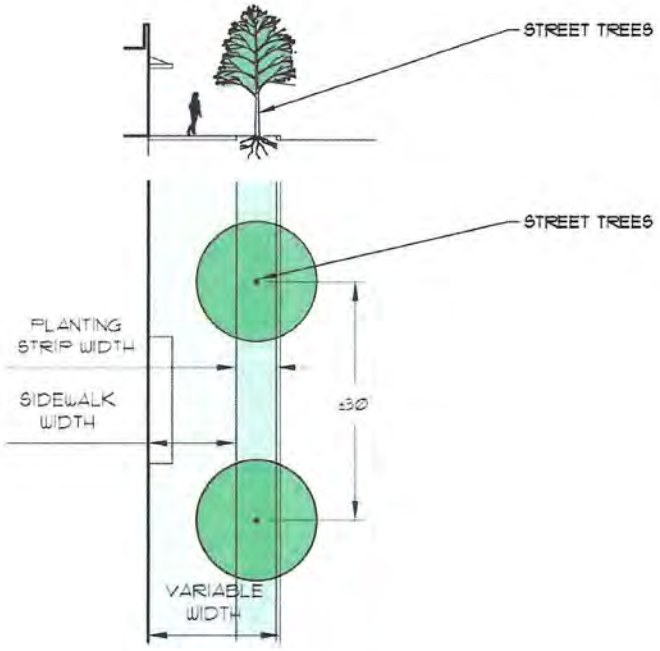
10.4 Streetscape Treatments

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

Figure 10.2 Streetscape Treatments



PLANTER/PLANTING STRIP TYPE A - TREE WELL

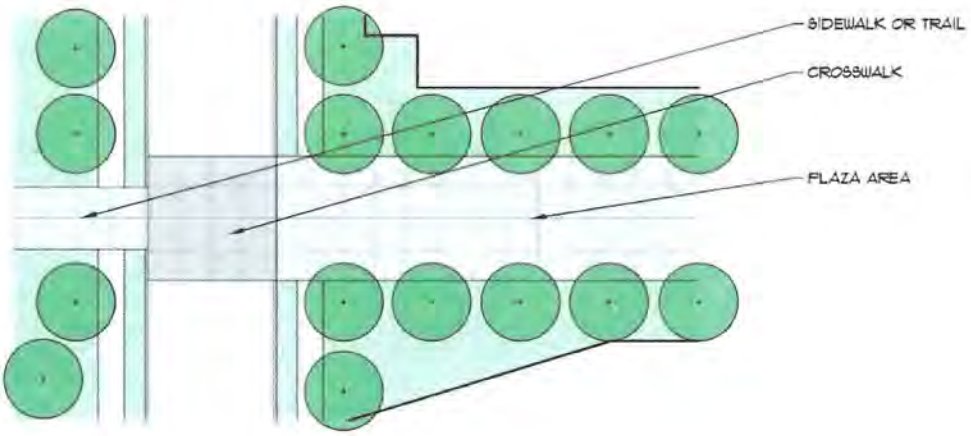


PLANTER/PLANTING STRIP TYPE B - CONTINUOUS PLANTING STRIP

10.5 Pavement Details

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

Figure 10.3 Pavement Details

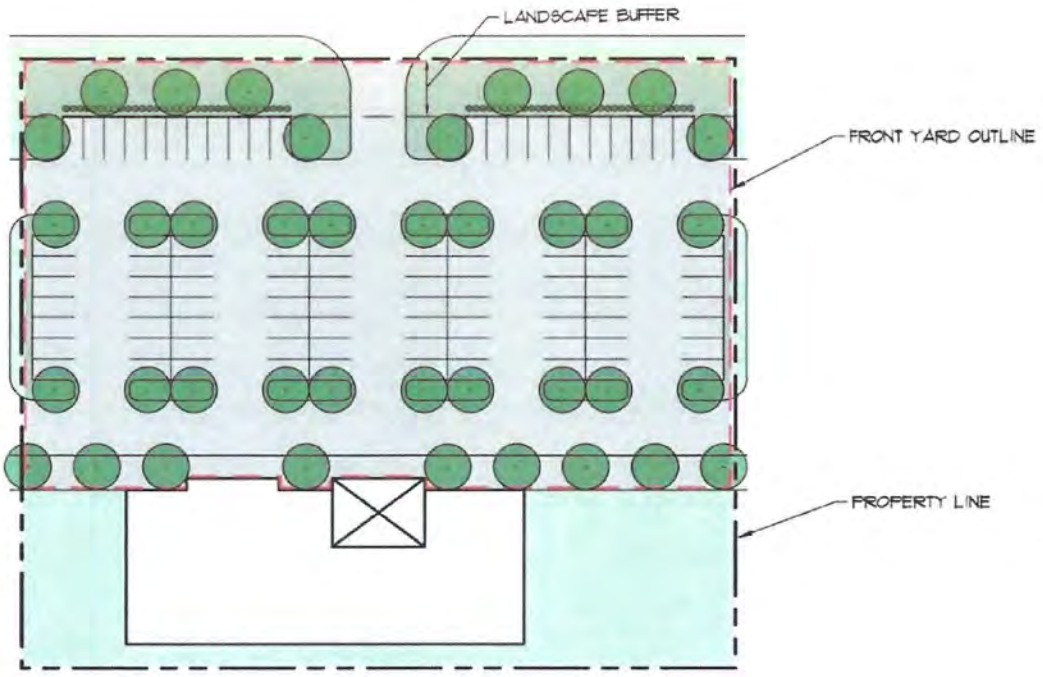


10.6 Street Yard Landscaping

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

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

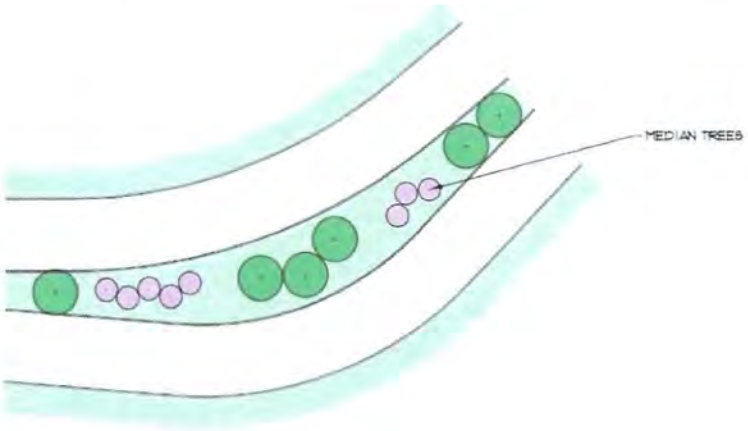
Figure 10.4 Street Yards in MU-T: MR



10.7 Medians

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

Figure 10.5 Medians



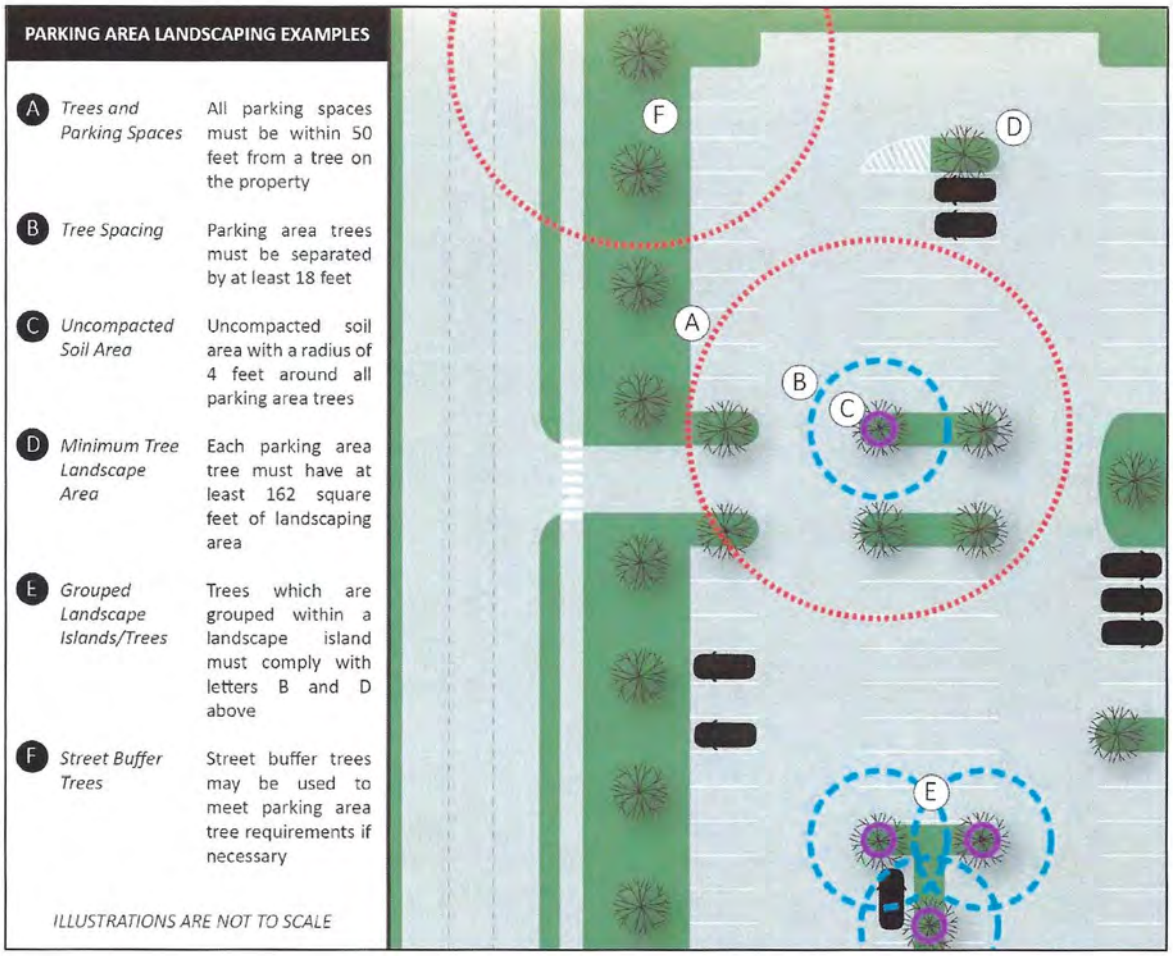
10.8 Parking Lot Landscaping

1. Landscaped areas shall be:

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

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

Figure 10.6 Parking Area Landscaping



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

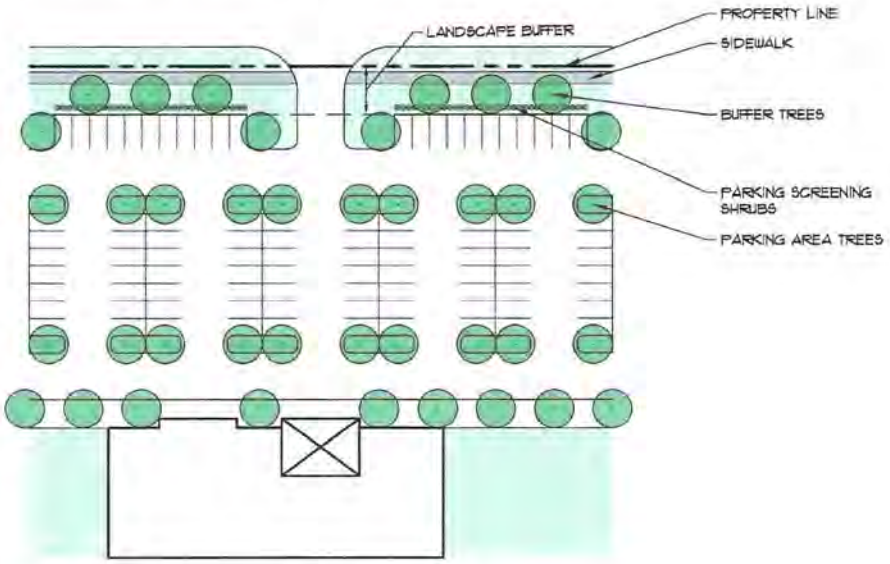
(a) One tree shall be provided for each ten parking spaces provided on the site; provided, however, that churches and/or schools shall be required to provide one tree for each 20 parking spaces provided on the site.

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

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

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

Figure 10.7 Parking Lot Landscaping



10.9 Screening

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

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

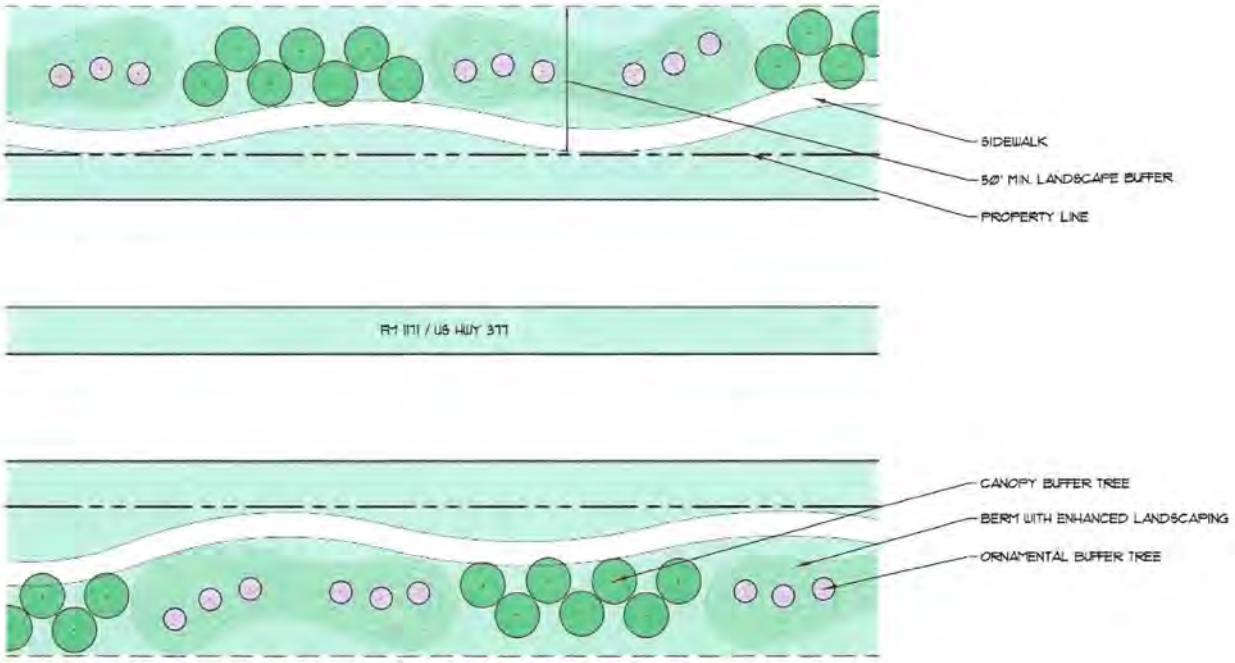
10.10 Street Buffers

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

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

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

Figure 10.8 Street Buffer Landscaping



10.11 Railroad Buffer

A minimum 60-foot wide railroad buffer shall be provided in phases as lots are developed along the existing railroad as generally shown on Figure 9.1, the Illustrative Open Space Plan. Screening

shall be provided within the buffer at a ratio of 1, 3" caliper tree per 30 linear feet, or a minimum 6' wrought iron fence shall be installed for the length of the buffer with a row of continuous shrubs in order to achieve a continuous dense six-foot screen selected from the Town's list of screening plants. If existing trees on the site meet the required planting ratio, the buffer can be maintained in its natural state instead, and is not required to be improved or landscaped, although improvements such as driveways and roads may intersect it and trails, sidewalks, signage, street lighting, utilities, and other similar improvements are permitted within it. The railroad buffer may be counted towards satisfying open space requirements.

10.12 Compatibility Buffer

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

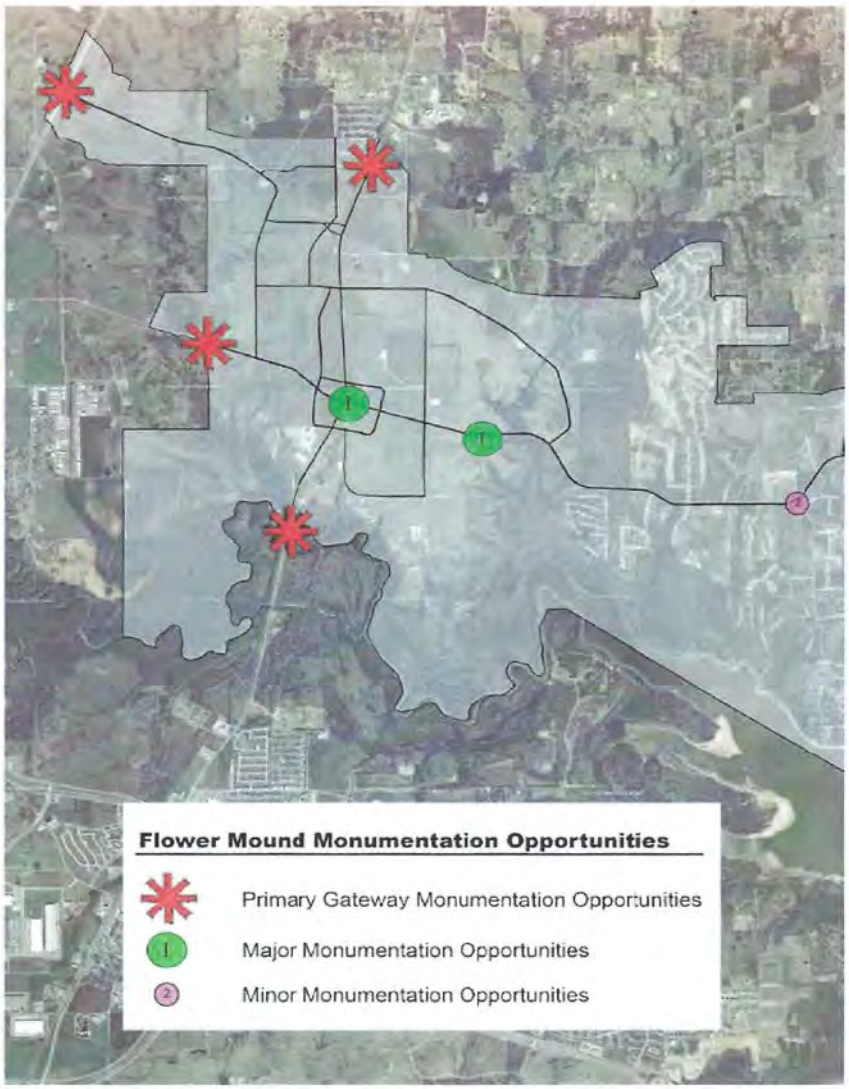
Buffers from single family internal to the Property: In the MU-T: MR character zone, where adjacent to the MU-T: NG character zone, the closest edge of a nonresidential or mixed use building must be a minimum of 100 feet from the closest edge of a single family zoned lot. In addition to this, a minimum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

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

10.13 Urban Design Plan – Town Entrance Landscape

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

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



10.14 Foundation Plantings

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

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

Foundation plant material may be installed at grade, in raised planters, or decorative plant containers.

10.15 Detention and Retention Landscaping

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

1. Purpose. The purpose of this section is to beautify detention and retention ponds. Required landscaping is intended to provide an amenity to detention and retention ponds and is not intended to screen from public view.

2. Placement. Trees should be placed to provide a natural design and provide access for necessary maintenance equipment.

3. Perimeter trees. Perimeter trees must be provided based on the following surface areas:

    a. Surface area. For the purpose of this section, "surface area" shall be defined as the 100-year flood event capacity of the retention or detention pond, or water impoundment.

    b. For retention or detention surface areas less than 10,000 square feet, one tree shall be provided for each 250 square feet of surface area, or fraction thereof, with a minimum of one tree.

    c. For retention or detention surface areas between 10,000 and less than 20,000 square feet, 10 trees must be provided for the first 10,000 square feet, plus one additional tree for each 1,400 square feet of remaining retention or detention surface area, or fraction thereof.

    d. For retention or detention surface areas between 20,000 and less than 35,000 square feet, 17 trees must be provided for the first 20,000 square feet, plus one additional tree for each 2,000 square feet of remaining retention or detention surface area, or fraction thereof.

    e. For retention or detention surface areas greater than 35,000 square feet, 24 trees must be provided for the first 35,000 square feet, plus one additional tree for each 2,800 square feet of remaining retention or detention surface area, or fraction thereof.

4. Alternative trees. Trees from section 94-66(4) of the Land Development Code may be used and must not account for more than 15 percent of the required trees.

5. Location. All required perimeter trees must be located within 50 feet of the detention or retention pond surface area.

6. Trees required to satisfy other provisions of this Section 10 and lying within 50 feet of the detention or retention pond's surface area, may be used to satisfy the requirements of this Section 10.15, including, but not limited to, trees planted to meet landscaping requirements and tree mitigation requirements.

7. When calculating the number of required detention and retention buffer trees results in fractions, any fraction less than one-half shall be disregarded and any fraction of one-half or more shall be rounded upward to the next highest full number.

10.14 Fencing.

Sections 98-1141 (Fences and Walls, Generally) and 98-1143 (Perimeter and Open Space Walls and Fences) of the Land Development Regulations shall apply to all development; however, Section 98-1142 (Fence Height and Visibility) of the Land Development Regulations shall apply only to single family development, except that all fences and walls shall comply with Section 82-161 (Clear Visibility Standards) of the Land Development Regulations. Fencing for non-residential and multi-family uses shall not exceed eight feet (8') in height.

SECTION 11: ENVIRONMENTAL; SMARTGROWTH PROGRAM

11.1 Environmental Survey and Plan

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

11.2 Tree Preservation

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

1. Tree removal.

    a. Undergrowth and unprotected trees. A property-owner/developer may, at its option, remove understory growth, including but not limited to vines, shrubs, briars and bushes, and trees that are three caliper inches or less in diameter, however neither protected nor specimen trees as shown on the tree survey shall be removed without the submittal and approval by the Town of a tree removal permit.

    b. Removal of protected or specimen trees. The removal of specimen or protected trees located within a lot or site do not require a tree removal permit, however; such trees shall not be removed from a lot or site prior to all of the conditions listed in this subsection being met. No protected or specimen trees may be removed from a lot or site prior to the approval of a development plan, site plan, plat or replat. In addition, a pre-construction meeting with appropriate Town staff shall occur prior to the removal of any protected or specimen tree and/or the authorization of grading and construction activities to begin on the lot or site.

    c. Mitigation requirements for authorized tree removal. Tree mitigation requirements shall not apply to non-residential uses. Mitigation requirements for residential uses shall comply with the following provisions.

        i. Protected trees on-site. It shall be the responsibility of any person removing a protected tree from a lot or site to replace each protected tree so removed with one tree having a caliper of at least two and one-half inches, measured in accordance with the terms of chapter 94 "Trees."

ii. Specimen trees on-site. It shall be the responsibility of any person removing a specimen tree from a lot or site to replace each specimen tree removed with one or more trees that total twice the caliper inches of the specimen tree(s) removed as measured in accordance with the terms of chapter 94 "trees." For example, if a 30-inch specimen tree is removed, it would be replaced with 60 caliper inches comprised of 20, three-inch caliper trees, five, 12-inch caliper trees or some other combination of trees the caliper measurement of which equates to 60 caliper inches.

iii. Mitigation payments. Mitigation payments in lieu of planting replacement trees shall be calculated and submitted to the Town for approval. Fees in lieu of planting shall be paid to the Town's tree preservation fund.

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

d. Fully Developed FEMA Floodplain

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

SECTION 12: LIGHTING AND GLARE

12.1 Light Intrusion

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

12.2 Outdoor Lighting.

1. Outdoor lighting shall comply with the Town's standards except as allowed below. Street Lighting. Division 6 of Article IV of Chapter 98 of the Land Development Regulations shall not apply to street lighting installed by an owner or developer for public benefits on or adjacent to public rights-of-way. Street lighting shall be perpetually maintained by the property owners' association.

2. Bollard Lighting. Bollard lighting is permitted. Bollard lighting may be unshielded. The maximum wattage of bollard lighting shall not exceed seventy-five watts. Spacing between bollards will be a minimum of fifteen feet (15'). Lighting will not exceed an average of 3.5 foot-candles measured along the path or area lighted by bollards. The design of bollard lighting shall be similar to the design depicted in Figure 12.1:

Figure 12.1 Bollard Lighting

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

12.3 Landscape Lighting.

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

SECTION 13: ADMINISTRATIVE

13.1 Applicability of Other Ordinances

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

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

13.2 Development Agreement

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

13.3 Amendments

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

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

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

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

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

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

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

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

13.4 Applications to Amend this District.

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

13.5 Property Owners' Associations

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

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

13.6 Site Plans

Site plans shall be required in accordance with Article II Site Plans, Sections 82-31 - Required through 82-37 – Minor Changes of the Land Development Regulations in effect on October 3, 2022. Consideration of a site plan application is a ministerial action, and a site plan application shall be approved if it meets the applicable development regulations. This Section 13.6 contains the exclusive requirements related to site plan approval for the Property. No other requirements for plan approval apply to the development of the Property with the exception of landscape plan approvals required by Section 10 of this ordinance, any plans required under the Town's SMARTGrowth program, subdivision and platting approvals required by applicable regulations, and building permit plans required for construction. Site plans shall comply with tree survey requirements in Chapter 94 of the Land Development Regulations.

As part of the site plan approval process, the Town Council Manager or his or her designee may approve an exception to allow building materials noted on elevations and design plans that vary from the architectural numerical standards in Section 4 by no more than 20 percent. Deviations that exceed 20 percent may be approved by the Town Council through an exception.

13.7 Exhibit Notes

The "note" reflected on the face of the various lot type diagrams, phasing plans, Illustrative Master Plan/Concept Plan, Illustrative Trails Plan, and Illustrative Open Space Plans, which refers to the "Rule 11 Agreement dated November 29, 2006," is not incorporated into this Ordinance and does not serve as the basis for the discretionary legislative zoning decision for this Ordinance.

SECTION 14: DENTON CREEK REUSE LINES

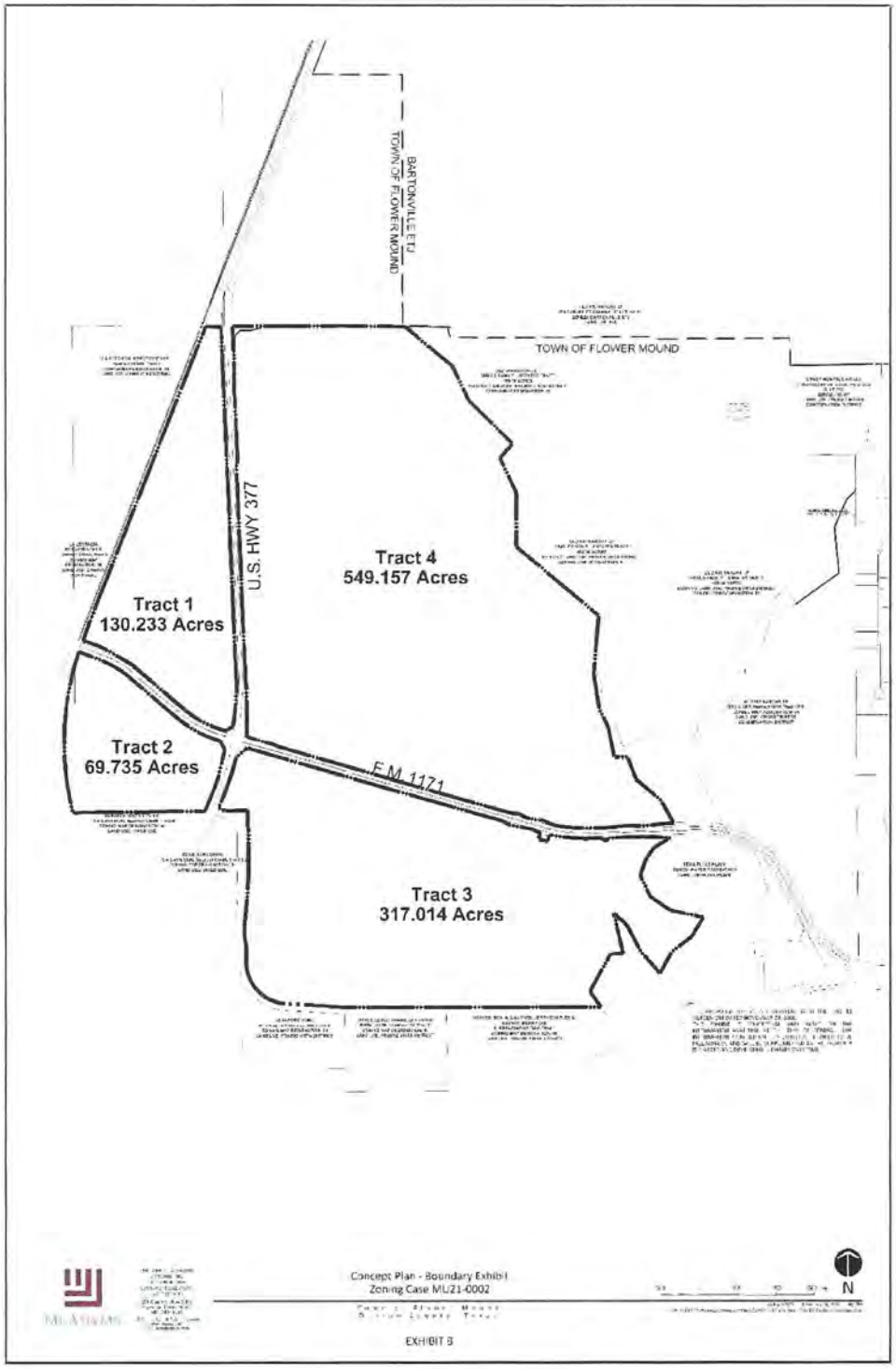
Irrigation within public Rights of Way and Open Spaces is intended to incorporate Denton Creek reuse lines once developments are complete and shall comply with the Denton Creek Reuse Water Master Plan.

SECTION 15: DETENTION

Temporary detention on the 130-acres at the northwest quadrant of FM 1171 and US 377 may be constructed until such time as the Texas Department of Transportation ("TXDOT") completes the stormwater improvements crossing under the existing railroad tracts adjacent to the Property. Temporary detention is defined as a dry grassed area sized to detain the developed 100-year storm event. Temporary detention will be maintained by the property owner or an owner association. Temporary detention may be removed once TXDOT completes the downstream stormwater culvert improvements, including upsizing the crossing under the existing railroad. After the temporary detention is removed, the 130-acres at the northwest quadrant of FM 1171 and US 377 maybe be developed with any use allowed by this ordinance. A note to this effect will be included on the record plat and site plan for all or any portion of the 130-acres at the northwest quadrant of FM 1171 an US 377.

Retention and water impoundment areas shall be aerated if required by the Town's Engineer.

EXHIBIT B
LEGAL DESCRIPTION OF 1,066 ACRE PROPERTY



LEGAL DESCRIPTION
317.014 ACRES

Being all of that certain lot, tract or parcel of land situated in the Ruth Allen Survey, Abstract Number 15, the B. B. B. & C. Railway Co. Survey, Abstract Number 187, the P. W. Caspary Survey, Abstract Number 277, the A. B. Danks Survey, Abstract Number 368, the J. C. McGowan and C. G. Pitcock Survey, Abstract Number 959 and the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being a portion of old U. S. Highway 377 as evidenced by that certain called 1.62 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 260, Page 488 of the Deed Records of Denton County, Texas, and that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and being part of that certain called 126.062 acre tract of land described as Tract B in deed in favor of Old WR Ranch I, L.P., recorded in Document 2006-41222 of the Real Property Records of Denton County, Texas, and being part of that certain called 1.892 acre tract of land described as Tract I and all of that certain called 62.678 acre tract of land described as Tract II in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2008-41355 of the Real Property Records, Denton County, Texas, and being all of that certain called 23.156 acre tract of land described in deed in favor of the Town of Flower Mound, recorded in Document No. 2015-118055 of the Real Property Records of Denton County, Texas, and being all of that certain called 6.220 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2016-73841 of the Real Property Records of Denton County, Texas, and being all of that certain called 44.53 acre tract of land described in deed in favor of SWC 1171-377, LTD, recorded in Document Number 2017-156273 of the Real Property Records of Denton County, Texas, and being all of that certain called 41.59 acre tract of land described in deed in favor of SWC 1171-377, LTD, recorded in Document Number 2017-156264 of the Real Property Records of Denton County, Texas, and being all of that certain called 8.756 acre tract of land described in deed in favor of Old WR Ranch I, L.P., recorded in Document Number 2020-1391 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the northwest corner of said 62.678 acre tract, being on the east line of U. S. Highway 377 as evidenced by said 12.32 acre tract at the southwest corner of that certain called 3.12 acre tract described in deed in favor of the United States of America recorded in Volume 490, Page 230 of the Deed Records of Denton County, Texas, and being on the south line of F. M. 1171 according to said 3.12 acre tract;

THENCE S 74°01'20" E, with the south line of said F. M. 1171 and the north line of said 62.678 acre tract, passing at 1072.29 feet a 1/2" capped rebar found (G&A) at the northeast corner thereof, being the northwest corner of said 6.220 acre tract, continuing with the north line of said 6.220 acre tract, passing at 1360.32 feet a 5/8" rebar found at the northeast corner thereof, being the most northerly northwest corner of said 44.53 acre tract and the southeast corner of said 3.12 acre tract and being the southwest corner of that certain called 3.24 acre tract of land described as Tract No. F-560E in deed in favor of the United States of America recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas, continuing with the north line of said 44.53 acre tract, passing at 2068.67 feet a 1/2" capped rebar found (KAZ) at the northeast corner thereof, being the most northerly northwest corner of said 41.59 acre tract, continuing with the north line of said 41.59 acre tract, passing at 2768.65 feet a 1/2" capped rebar found (WALTERS) at the northeast

corner thereof, being the northwest corner of said 126.062 acre tract and the southwest corner of said 3.24 acre tract and being the southwest corner of that certain called 6.95 acre tract of land described as Tract No. E-421E-2 in deed in favor of the United States of America recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas, continuing with the north line of said 126.062 acre tract a total distance of 3437.21 feet to a Texas Department of Transportation (TXDOT) brass disc in concrete found;

THENCE S 62°41'10" E, 101.98 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 73°59'45" E, 150.00 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 85°18'25" E, 101.97 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 73°59'45" E, 55.86 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the west corner of that certain called 0.0935 acre tract described as Parcel 8, Part One in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas;

THENCE S 66°32'15" E, 120.16 feet continuing with the south line of said F. M. 1171 and the south line of said 0.0935 acre tract to the west line of that certain called 0.30 acre tract of land described as Tract No. E-421E-4 in Judgement on Declaration of Taking styled United States of America v. Frank A. Schultz, et al, recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas;

THENCE S 16°00'15" W, 84.40 feet with the west line of said 0.30 acre tract to the southwest corner thereof;

THENCE S 73°59'45" E, 51.78 feet with the south line of said 0.30 acre tract to a point of curvature of a curve to the left;

THENCE continuing with the south line of said 0.30 acre tract with said curve to the left having a radius of 2060.08 feet, a central angle of 02°02'13" and an arc length of 73.24 feet, whose chord bears S 75°00'51" E, a distance of 73.23 feet to the southeast corner of said 0.30 acre tract;

THENCE N 16°00'15" E, 84.91 feet with the east line of said 0.30 acre tract to the south line of said F. M. 1171 and the south line of said 0.0935 acre tract;

THENCE S 88°08'40" E, 80.25 feet with the south line of said F. M. 1171 and the south line of said 0.0935 acre tract to the east corner thereof, being on the north line of said 126.062 acre tract;

THENCE continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract with a curve to the left having a radius of 1960.08 feet, a central angle of 13°14'13" and an arc length of 452.84 feet, whose chord bears S 85°02'01" E, 451.83 feet;

THENCE N 88°19'10" E, 165.66 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the northwest corner of that certain called 0.05 acre tract of land described as Tract No. E-421E-5 in deed in favor of the United States of America recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas;

THENCE S 01°40'50" E, 30.00 feet with the west line of said 0.05 acre tract to the southwest corner thereof;

THENCE N 88°19'10" E, 75.00 feet with the south line of said 0.05 acre tract to the southeast corner thereof;

THENCE N 01°40'50" W, 30.00 feet with the east line of said 0.05 acre tract to the northeast corner thereof on the south line of said F. M. 1171 and the north line of said 126.062 acre tract;

THENCE N 88°19'10" E, 445.88 feet with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the west corner of that certain called 0.1103 acre tract described as Parcel 8, Part Two in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas;

THENCE S 87°49'20" E, 355.49 feet with the south line of said 0.1103 acre tract to the southeast corner thereof on the east line of said 126.062 acre tract and the southerly line of that certain called 96.2 acre tract of land described as Parcel No. 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE S 59°11'00" W, 246.05 feet with the southerly line of said 96.2 acre tract and the east line of said 126.062 acre tract to a United States Army Corps. of Engineers (USACE) concrete monument with disk stamped E-136 found;

THENCE S 34°55'00" W, 185.34 feet continuing with the southerly line of said 96.2 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-135 found at the most westerly southeast corner of said 96.2 acre tract, being the northeast corner of that certain called 16.17 acre tract described as Tract No. 2 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE S 18°57'00" W, 222.73 feet with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-134 found;

THENCE S 25°42'00" E, 303.21 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-133 found;

THENCE S 55°18'00" E, 312.11 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-132 found;

THENCE S 77°46'30" E, 442.71 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-131 found;

THENCE S 30°48'15" W, 283.52 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-130 found;

THENCE S 52°12'30" W, 342.75 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-129 found;

THENCE S 27°46'30" W, 320.16 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-128 found;

THENCE N 40°56'10" W, 379.10 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-127 found;

THENCE N 27°08'40" W, 393.47 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-126 found;

THENCE N 48°15'00" W, 232.20 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-125 found;

THENCE S 13°00'30" E, 541.66 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-124 found;

THENCE S 87°41'30" W, 164.26 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-63 found at the southwest corner of said 16.17 acre tract, being on the west line of that certain called 101 acre tract of land described as Tract No. E-416 in Judgement on Declaration of Taking styled United States of America v. J. F. Crites, et al, recorded in Volume 374, Page 149 of the Deed Records of Denton County, Texas;

THENCE S 28°35'00" W, 559.24 feet with the west line of said 101 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-62 found;

THENCE S 36°00'00" E, 244.64 feet continuing with the west line of said 101 acre tract and the east line of said 126.062 acre tract to the southeast corner thereof, being on the north line of Dunham Road as evidenced by that certain called 1.3 acre tract of land described in deed in favor of Denton County, recorded in Volume 429, Page 155 of the Deed Records of Denton County, Texas;

THENCE S 89°56'35" W, with the south line of said 126.062 acre tract and the north line of said Dunham Road, passing at 1786.1 feet the southwest corner of said 126.062 acre tract, being the southeast corner of that certain called 8.756 acre tract of land described in deed in favor of Old WR Ranch I, L. P., recorded in Document Number 2020-1391 of the Real Property Records of Denton County, Texas, continuing with the south line of said 8.756 acre tract a total distance of 2008.90 feet to the southwest corner of said 8.756 acre tract, being the most southerly southeast corner of the aforementioned 41.59 acre tract in favor of SWC 1171-377, LTD;

THENCE S 89°57'30" W, 661.45 feet continuing with the north line of said Dunham Road and the south line of said 41.59 acre tract to a 5/8" bolt in concrete found at the southwest corner thereof, being the most southerly southeast corner of the aforementioned 44.53 acre tract in favor of SWC 1171-377, LTD;

THENCE N 89°59'20" W, 665.74 feet with the north line of said Dunham Road and the south line of said 44.53 acre tract to a 1/2" rebar found at the southwest corner thereof, being the southeast corner of said 23.156 acre tract;

THENCE N 86°12'35" W, 772.89 feet with the north line of said Dunham Road and the south line of said 23.156 acre tract;

THENCE northwesterly continuing with the north line of said Dunham Road and the south line of said 23.156 acre tract and with a curve to the right having a radius of 564.70 feet, a central angle

of 82°51'30", and an arc length of 816.64 feet, whose chord bears, N 42°10'07" E, 747.32 feet to a 1/2" capped rebar found (Metroplex);

THENCE N 00°48'00" W, 220.47 feet with the east line of said Dunham Road and the west line of said 23.156 acre tract to a 1/2" capped rebar found (Metroplex);

THENCE N 20°15'00" W, 48.51 feet with the east lien of said Dunham Road and the west line of said 23.156 acre tract to a 1/2" capped rebar found (Metroplex);

THENCE N 00°14'00" W, passing at 19.50 feet a 1/2" rebar found at the northwest corner of said 23.156 acre tract and the southwest corner of said 62.678 acre tract, and continuing with the west line of said 62.678 acre tract and the east line of said Dunham Road a total distance of 233.64 feet to a 1/2" capped rebar found (G&A), being on the east line of old U. S. Highway 377 as evidenced by the aforementioned 12.32 acre tract in favor of the State of Texas;

THENCE with the west line of said 62.678 acre tract and the east line of said 12.32 acre tract and the east line of said Dunham Road with a curve to the left having a radius of 5789.58 feet, a central angle of 08°10'57" and an arc length of 826.83 feet, whose chord bears N 03°27'09" E, 826.13 feet to the remnants of a broken concrete monument found;

THENCE N 00°37'40" W, 637.69 feet with the west line of said 62.678 acre tract and the east line of said 12.32 acre tract and the east line of said Dunham Road;

THENCE S 89°24'35" W, with the north line of Dunham Road, passing at 140.1 feet the southeast corner of the aforementioned 1.892 acre tract in favor of 64.3 SE 1171/377, LLC, being the northeast corner of that certain called 25,120 square feet tract of land described as Parcel 45 in deed in favor of Denton County recorded in Document Number 2011-17585 of the Real Property Records of Denton County, Texas, continuing with the south line of said 1.892 acre tract and the north line of said Parcel 45 a total distance of 293.38 feet to the east corner of that certain called 2,473 square feet tract of land described in deed in favor of Denton County, Texas, recorded in Document Number 2010-74475 of the Real Property Records of Denton County, Texas;

THENCE continuing with the north line of Dunham Road and the north line of said 2,473 square feet tract with a curve to the right having a radius of 250.00 feet, a central angle of 06°48'07" and an arc length of 29.68 feet, whose chord bears N 66°32'24" W, 29.66 feet to a TXDOT aluminum disk found;

THENCE N 63°08'20" W, 59.64 feet continuing with the north line of said Dunham Road and the north line of said 2,473 square feet tract to a 5/8" rebar found;

THENCE N 19°42'35" W, 13.31 feet continuing with the north line of said Dunham Road and the north line of said 2,473 square feet tract to the northwest corner thereof, being on the east line of U. S. Highway 377 as evidenced by that certain called 2.9 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed records of Denton County, Texas, and the west line of said 1.892 acre tract;

THENCE with the east line of said U, S, Highway 377 and the west line of said 1.892 acre tract with a curve to the left having a radius of 3879.72 feet, a central angle of 10°12'53" and an arc length of 691.68 feet, whose chord bears N 19°29'37" E, 690.76 feet to the north corner of said 1.892 acre tract;

THENCE N 51°03'55" E. 178.54 feet to the POINT OF BEGINNING, and containing approximately 317.014 acres of land.

LEGAL DESCRIPTION
130.233 ACRES

BEING all that certain lot, tract, or parcel of land situated in the B. B. B. & C. Railway Co. Survey, Abstract Number 154 and the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 126.92 acre tract of land described as Tract I in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas, and being all of a called 3.9103 acre tract of land described in deed to 64.3 SE 1171/377, LLC, recorded in Document Number 2013-58119 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (G&A) at the northeast corner of said 126.92 acre tract and being the southeast corner of that certain called 1.410 acre tract of land described in deed in favor of Speedway Partnership, recorded in Volume 4311, Page 1783 of the Real Property Records of Denton County, Texas, and being on the west line of U. S. Highway 377 as evidenced by that certain called 6.74 acre tract of land described as Parcel (a) in deed in favor of the State of Texas, recorded in Volume 279, Page 227 of the Deed Records of Denton County, Texas, being the northwest corner of said 6.74 acre tract and being the southwest corner of that certain called 0.16 tract of land described in deed from the Texas and Pacific Railway Company to the Public, recorded in Volume 269, Page 347 of the Deed Records of Denton County, Texas;

THENCE with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 6.74 acre tract with a curve to the left having a radius of 2924.80 feet, a central angle of 02°27'58" and an arc length of 125.90 feet, whose chord bears S 00°10'33" E, 125.89 feet;

THENCE S 02°27'46" E, continuing with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 6.74 acre tract, passing at 2142 feet the southwest corner of said 6.74 acre tract and being the northwest corner of that certain called 1.83 acre tract of land described as Parcel (b) in said deed in favor of the State of Texas, recorded in Volume 279, Page 227 of the Deed Records of Denton County, Texas, continuing with the west line of said 1.83 acre tract a total distance of 4557.30 feet to the north corner of that certain called 0.07 acre tract of land described as Tract No. 2 in deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed Records of Denton County, Texas;

THENCE with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 0.07 acre tract with a curve to the right, having a radius of 3759.60 feet, passing at an arc 242.78 feet a railroad spike found on the south line of said 126.92 acre tract and being the southwest corner of said 0.07 acre tract and being the north corner of that certain called 2.9 acre tract of land described in said deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed Records of Denton County, Texas, and being the northeast corner of said 3.9103 acre tract, continuing with the west line of said 2.9 acre tract and the east line of said 3.9103 acre tract , a total arc length of 549.88 feet, having a central angle of 08°22'48", whose

chord bears S 04°59'50" W, 549.39 feet, being the most easterly northeast corner of that certain called 3.07 acre tract of land described in Case No. 8079-C styled State of Texas, et al v. Robert Keck Stahlman, et al, filed April 3, 1975, in the Probate Court of Denton County, Texas, and being on the north line of F. M. 1171 as evidenced by said 3.07 acre tract;

THENCE S 61°22'40" W, 108.44 feet with the north line of said F. M. 1171 and the north line of said 3.07 acre tract to the most easterly northeast corner of that certain called 21,000 square feet tract of land described as Parcel 1 in Amended Notice of Lis Pendens of Cause No. CV-2010-02552 styled Denton County, Texas, v. 1171 Group L.L.C., et al, recorded in Document Number 2010-90019 of the Real Property Records of Denton County, Texas.

THENCE N 74°03'30" W, 27.30 feet continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract to the beginning of a curve to the right;

THENCE continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract with said curve to the right having a radius of 1350.58 feet, a central angle of 24°45'38" and an arc length of 583.66 feet, whose chord bears N 61°40'24" W, 579.13 feet;

THENCE N 49°12'50" W, continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract, passing at 113.73 feet an aluminum TXDOT monument found at the northerly northeast corner of said 21,000 square feet tract and being the most easterly corner of that certain called 25,921 square feet tract of land described as Parcel 12 in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, continuing with the north line of said 25,921 square feet tract a total distance of 910.91 feet to an aluminum TXDOT monument found;

THENCE N 60°40'50" W, 208.79 feet continuing with the north line of said F. M. 1171 and the north line of said 25,921 square feet tract to a 1/2" rebar found at the most westerly corner of said 25,921 square feet tract and being on the north line of that certain called 3.69 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 747, Page 782 of the Deed Records of Denton County, Texas, and being on the south line of said 126.92 acre tract;

THENCE continuing with the north line of said F. M. 1171 and the north line of said 3.69 acre tract and the south line of said 126.92 acre tract with a curve to the left having a radius of 1492.39 feet, a central angle of 14°28'25" and an arc length of 376.99 feet, whose chord bears N 63°50'53" W, 375.99 feet to a 1/2" capped rebar found (GIBBONS);

THENCE N 71°05'05" W, 110.71 feet continuing with the north line of said F. M. 1171 and the north line of said 3.69 acre tract and the south line of said 126.92 acre tract to a 1/2" capped rebar found (ILLEGIBLE) at the northwest corner of said 3.69 acre tract and being on the east line of the Texas and Pacific Railroad as evidenced by that certain called 0.31 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 361, Page 580 of the Deed Records of Denton County, Texas, and being the southwest corner of said 126.92 acre tract;

THENCE N 19°52'40" E, 285.09 feet with the east line of said Texas and Pacific Railroad and the east line of said 0.31 acre tract and the west line of said 126.92 acre tract to the north corner of said 0.31 acre tract;

THENCE N 21°20'25" E, 4113.34 feet continuing with the east line of said Texas and Pacific Railroad and the west line of said 126.92 acre tract to a 1/2" capped rebar found (G&A 4796) at the northwest corner of said 126.92 acre tract and being the southwest corner of the aforementioned 1.410 acre tract;

THENCE S 89°33'55" E, 200.72 feet with the north line of said 126.92 acre tract and the south line of said 1.410 acre tract to the point of beginning and containing approximately 130.233 acres of land.

LEGAL DESCRIPTION
69.735 ACRES

BEING all that certain lot, tract or parcel of land situated in the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 224.42 acre tract of land described in deed in favor of Lizzie Curtis, wife of O. M. Curtis, recorded in Volume 100, Page 116 of the Deed Records of Denton County, Texas, and being part of that certain called 141.5 acre tract of land described in deed in favor of O. & C. Freeman Family LTD., recorded in Document Number 1996-48254 of the Real Property Records of Denton County, Texas, and being all that called 59.208 acre tract of land described in deed to SWC 1171-377, LTD, recorded in Document Number 2017-70757 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (Brittan & Crawford) at the southwest corner of said 59.208 acre tract and being the northwest corner of that certain called 29.701 acre tract of land described in deed in favor of Duininck Bros., Inc., recorded in Document Number 1993-22295 of the Real Property Records of Denton County, Texas, and being the southeast corner of that certain called 3.8 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 360, Page 276 of the Deed Records of Denton County, Texas, and being on the east line of the Texas and Pacific Railroad (called 100' right-of-way);

THENCE N 11°39'45" W, 266.74 feet with the west line of said 59.208 acre tract and the east line of said 3.8 acre tract and the east line of said Texas and Pacific Railroad to the beginning of a curve to the right;

THENCE continuing with the west line of said 59.208 acre tract and the east line of said 3.8 acre tract and the east line of said Texas and Pacific Railroad with said curve to the right having a radius of 3769.83', a central angle of 21°51'56" and an arc length of 1438.66 feet, whose chord bears N 01°00'27" E, 1429.94 feet to a 1/2" capped rebar found (BW2) at the northwest corner of said 59.208 acre tract and being the northeast corner of said 3.8 acre tract and being the southeast corner of that certain called 0.31 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 361, Page 580 of the Deed Records of Denton County, Texas, and being on the south line of that certain called 224.42 acre tract of land described in deed in favor of Lizzie Curtis, wife of O. M. Curtis, recorded in Volume 100, Page 116 of the Deed Records of Denton County, Texas;

THENCE continuing with the east line of said 0.31 acre tract and the east line of said Texas and Pacific Railroad, with said curve to the right having a radius of 3769.83', a central angle of 05°32'04" and an arc length of 364.14 feet, whose chord bears N 14°42'27" E, 364.00 feet;

THENCE N 19°52'40" E, 58.67 feet continuing with the east line of said 0.31 acre tract and the east line of said Texas and Pacific Railroad to the south line of F. M. 1171 as evidenced by that certain called 0.3960 acre tract of land described in deed in favor of Denton County, Texas, recorded in Document Number 2010-102518 of the Real Property Records of Denton County, Texas, from which an Aluminum TXDOT monument found at the southwest corner of said 0.3960 acre tract bears N 69°22'15" W, 3.8 feet;

THENCE S 69°22'15" E, 269.66 feet with the south line of said F. M. 1171 and the south line of said 0.3960 acre tract to a 5/8" rebar found at the beginning of a curve to the right;

THENCE continuing with the south line of said F. M. 1171 and the south line of said 0.3960 acre tract with said curve to the right having a radius of 1390.32 feet, a central angle of 15°56'28" and an arc length of 386.82 feet, whose chord bears S 61°24'01" E, 385.57 feet to an aluminum TXDOT monument found at the most easterly corner of said 0.3960 acre tract and being on the south line of that certain called 3.69 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 747, Page 782 of the Deed Records of Denton County, Texas;

THENCE S 49°16'00" E, with the south line of said F. M. 1171 and the south line of said 3.69 acre tract, passing at 609.49 feet the most southerly southeast corner of said 3.69 acre tract and being the most westerly corner of that certain called 3.07 acre tract of land described in Case No. 8079-C, styled State of Texas, et al v. Robert Keck Stahlman, et al, filed April 3, 1975, in the Probate Court of Denton County, Texas, and being on the south line of said 224.42 acre tract and the south line of said 141.5 acre tract and being the most northerly northeast corner of said 59.208 acre tract, continuing with the south line of said 3.07 acre tract and the north line of said 59.208 acre tract a total distance of 898.86 feet to a 1/2" capped rebar found (GW2) at the beginning of a curve to the left;

THENCE continuing with the south line of said F. M. 1171 and the south line of said 3.07 acre tract and the north line of said 59.208 acre tract with said curve to the left having a radius of 1492.40 feet, a central angle of 24°44'13" and an arc length of 644.33 feet, whose chord bears S 61°38'06" E, 639.34 feet to the northeast corner of said 59.208 acre tract;

THENCE S 27°44'50" E, 124.63 feet continuing with the south line of said F. M. 1171 and the south line of said 3.07 acre tract and the north line of said 59.208 acre tract to the most easterly northeast corner of said 59.208 acre tract on the west line of U. S. Highway 377, being the northwest corner of that certain called 25,129 square feet tract described in deed in favor of Denton County, recorded in Document Number 2008-125440 of the Real Property Records of Denton County, Texas;

THENCE S 13°32'10" W, 411.15 feet with the west line of U. S. Highway 377 and the west line of said 25,129 square feet tract and the east line of said 59.208 acre tract;

THENCE S 21°50'30" W, 430.63 feet continuing with the west line of said U. S. Highway 377 and the west line of said 25,129 square feet tract and the east line of said 59.208 acre tract to an aluminum TXDOT monument found at the southwest corner of said 25,192 square feet tract and

being the southeast corner of said 59.208 acre tract, from which a United States Army Corps. of Engineers concrete monument with brass cap stamped F-525-7 found at the northeast corner of the aforementioned 29.701 acre tract bears N 89°22'50" E, 18.13 feet;

THENCE S 89°22'50" W, 1719.84 feet with the south line of said 59.208 acre tract and the north line of said 29.701 acre tract to the point of beginning and containing approximately 69.735 acres of land.

LEGAL DESCRIPTION
549.157 ACRES

Being all that certain lot, tract, or parcel of land situated in the Thomas Burress Survey, Abstract Number 33, the B. B. B. & C. Railway Co. Survey, Abstract Number 154, the B. B. B. & C. Railway Co. Survey, Abstract Number 187, the P. W. Caspary Survey, Abstract Number 277 and the J. N. Denson Survey, Abstract Number 359, Town of Flower Mound, Denton County, Texas, and being part of that certain called 251.99 acre tract of land described as Tract II in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas, and being part of that certain called 1129.061 acre tract of land described as Tract A in deed in favor of Old W.R. Ranch I, LP, recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being part of that certain called 20.206 acre tract of land described as Tract E in deed in favor of Old W.R. Ranch I, LP, recorded in Instrument No. 2004-4122 of the Real Property Records of Denton County, Texas, and being part that certain called 59.352 acre tract of land described in deed in favor of Orric Freeman and Carole Freeman, Trustees of the Freeman Living Trust, recorded in Document Number 2010-52504 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77708 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77709 of the Real Property Records of Denton County, Texas, and being all of that certain called 0.2402 acre tract of land described as Parcel 12, Part 2 in deed in favor the State of Texas, recorded in Document Number 2019-78788 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, and being on the on the west line of said 20.206 acre tract;

THENCE N 00°39'39" W, with the east line of US 377, the east line of said 12.32 acre tract and the west line of said 20.206 acre tract, passing at 440.28 feet the northwest corner of said 20.206 acre tract, and the northeast corner of said 12.32 acre tract, and being the southwest corner of said 251.99 acre tract and being the southeast corner of that certain called 5.49 acre tract of land

described in deed in favor of the State of Texas, recorded in Volume 279, Page 258 of the Deed Records of Denton County, Texas, continuing with the east line of said 251.99 acre tract and the west line of said 5.49 acre tract a total distance of 475.64 feet;

THENCE N 02°27'46" W, 3092.35 feet with the east line of said US 377 and the west line of said 251.99 acre tract, and the east line of said 5.49 acre tract, passing the northeast corner thereof and the southeast corner of that certain called 6.74 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 277 of the deed records of Denton County, Texas, continuing with the east line of said 6.74 acre tract to the westerly northwest corner of said 251.99 acre tract, and being the southwest corner of said 59.352 acre tract and being the southwest corner of that certain called 0.6168 acre tract of land described as Parcel 12, Part 1 in deed in favor of the State of Texas, recorded in Document Number 2019-78788 of the Real Property Records of Denton County, Texas;

THENCE N 89°47'30" E, 18.93 feet continuing with the east line of U. S. Highway 377, with the north line of said 251.99 acre tract and the south line of said 59.352 acre tract, and the south line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT) at the southeast corner of said 0.6168 acre tract;

THENCE N 02°28'10" W, 1152.35 feet, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT);

THENCE N 08°55'00" E, 66.28 feet, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT);

THENCE N 02°28'10" W, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract and passing at 420.46 feet a 1/2" capped rebar found (TXDOT) at the northeast corner thereof, and being on the east line of said 6.74 acre tract and the north line of said 59.352 acre tract, and continuing a total distance of 583.66 feet;

THENCE N 89°44'45" E, 1449.00 feet with the north line of said 0.2402 acre tract and the north line of said 59.352 acre tract to the northeast corner thereof, being the most northerly northwest corner of said 251.99 acre tract;

THENCE S 89°18'15" E, 793.69 feet with the north line of said 251.99 acre tract;

THENCE S 50°00'00" E, 800.00 feet;

THENCE S 25°00'00" W, 500.00 feet;

THENCE S 45°00'00" E, 800.00 feet;
THENCE S 40°00'00" W, 250.00 feet;

THENCE S 25°00'00" E, 500.00 feet;

THENCE South, 700.00 feet;

THENCE S 50°00'00" E, 1400.00 feet;

THENCE S 04°54'40" W, 768.98 feet to a United States Army Corps. of Engineers (USACE) concrete monument with disk stamped E-155 found on the south line of that certain called 96.2 acre tract of land described as Parcel No. 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton, recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE with the south line of said 96.2 acre tract the follow courses and distances:

S 08°57'00" E, 456.55 feet to a USACE concrete monument with disk stamped E-143;

S 25°30'00" E, 276.39 feet to a USACE concrete monument with disk stamped E-142;

S 11°13'00" E, 384.52 feet to a USACE concrete monument with disk stamped E-141;

S 89°15'00" E, 173.10 feet to a USACE concrete monument with disk stamped E-140;

S 21°02'00" E, 308.70 feet to a USACE concrete monument with disk stamped E-139

S 49°27'00" E, 427.84 feet to a USACE concrete monument with disk stamped E-138;

S 28°47'00" E, 336.67 feet to the northeast corner of that certain called 2.6335 acre tract of land described as Parcel 7, Part 1 in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, and being on the north line of F. M. 1171;

THENCE with the north line of said F. M. 1171 and the north line of said 2.6335 acre tract the following courses and distances:

S 84°48'20" W, 336.32 feet to a Texas Department of Transportation (TXDOT) monument with disk found;

S 88°19'10" W, 328.19 feet to a TXDOT monument with disk found;

S 84°02'15" W, 197.31 feet to a TXDOT monument with disk found;

S 88°22'00" W, 249.71 feet to a TXDOT monument with disk found;

With a curve to the right having a radius of 1837.88 feet, a central angle of 14°12'44" and an arc length of 455.89 feet, whose chord bears N 84°31'39" W, 454.72 feet to a TXDOT monument with disk found;

N 66°12'00" W, 128.70 feet to a TXDOT monument with disk found;

N 74°39'00" W, 65.41 feet to a point from which a TXDOT monument with disk found bears

S 01°10'30" W, 1.1 feet;

S 89°02'25" W, 68.65 feet to a TXDOT monument with disk found;

N 74°00'35" W, 132.35 feet to a TXDOT monument with disk found;

N 56°54'25" W, 68.01 feet to a TXDOT monument with disk found;

N 74°00'35" W, 25.00 feet to a point from which a TXDOT monument with disk found bears

S 06°00'00" E, 0.5 feet;

N 84°41'40" W, 107.87 feet to a TXDOT monument with disk found;

N 74°00'35" W, 781.33 feet to the northwest corner of said 2.6335 acre tract, and being the northwest corner of that certain called 40,987 square feet tract of land described in deed in favor of Denton County, recorded in Document Number 2008-17554 of the Real Property Records of Denton County, Texas, and being the southeast corner of said 15.97 acre tract recorded in Document Number 2010-77708, and being on the west line of said 1129.061 acre tract;

THENCE N 74°00'35" W, continuing with the north line of said F. M. 1171 and the north line of said called 40,987 square feet tract of land, and the south line of said 15.97 acre tract recorded in Document Number 2010-77708, passing at 704.4 feet the southwest corner thereof, and being the southeast corner of said 15.97 acre tract recorded in Document Number 2010-77709, continuing with the south line of said 15.97 acre tract recorded in Document Number 2010-77709, passing at 1409.0 feet the southwest corner thereof, and being the northwest corner of said 40,987 square feet tract and being the northeast corner of that certain called 44,003 square feet acre tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, and being on the east line of said 20.206 acre tract, continuing with the north line of said 44,003 square feet tract a total distance of 3126.30 feet to a TXDOT monument with disk found;

THENCE N 65°05'25" W, 64.26 feet continuing with the north line of said F. M. 1171 and the north line of said 44,003 square feet tract to a TXDOT monument with disk found;

THENCE N 74°00'35" W, 365.53 feet continuing with the north line of said F. M. 1171 and the north line of said 44,003 square feet tract to the point of beginning and containing approximately 549.157 acres of land.

DocuSign

Certificate Of Completion

Envelope Id: 39EB032455304196976CDF89CF882C8C
Subject: 10.3.22_7_ORD 48-22 Flower Mound Ranch Mixed Use RED.pdf
Source Envelope:
Document Pages: 132
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

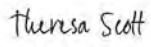
Envelope Originator:
Anne Carnes
2121 Cross Timbers Rd
Flower Mound, TX 75028
anne.carnes@flower-mound.com
IP Address: 97.105.97.14

Record Tracking

Status: Original
10/13/2022 12:56:28 PM

Holder: Anne Carnes
anne.carnes@flower-mound.com

Location: DocuSign

Signer Events	Signature	Timestamp
Derek France mayor@flower-mound.com Mayor Town of Flower Mound Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 47.185.128.104	Sent: 10/13/2022 12:58:58 PM Viewed: 10/13/2022 1:11:16 PM Signed: 10/13/2022 1:13:19 PM
Electronic Record and Signature Disclosure: Accepted: 6/22/2021 2:20:34 PM ID: 964510c2-b844-4143-a0ab-81863a2ef394		
Theresa Scott Theresa.scott@flower-mound.com xxxxxxxxxxxxxx Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 97.105.97.14	Sent: 10/13/2022 1:13:22 PM Viewed: 10/13/2022 3:47:52 PM Signed: 10/13/2022 3:54:24 PM
Electronic Record and Signature Disclosure: Accepted: 10/13/2022 3:47:52 PM ID: 535afa72-05de-4854-9f8a-7773b86377d5		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Ginger Choate Ginger.Choate@flower-mound.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/13/2022 3:54:28 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
GIS Helpdesk gis-helpdesk@flower-mound.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2022 3:54:29 PM
LauriAnn Cash lauriann.cash@flower-mound.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2022 3:54:30 PM
Lexin Murphy lexin.murphy@flower-mound.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2022 3:54:31 PM
Codie Freeman codie.freeman@flower-mound.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2022 3:54:32 PM
Poornima Kashyap poornima.kashyap@flower-mound.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2022 3:54:33 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/13/2022 12:58:58 PM
Certified Delivered	Security Checked	10/13/2022 3:47:52 PM
Signing Complete	Security Checked	10/13/2022 3:54:24 PM
Completed	Security Checked	10/13/2022 3:54:33 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Town of Flower Mound (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Town of Flower Mound:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: anne.carnes@flower-mound.com

To advise Carahsoft OBO Town of Flower Mound of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at anne.carnes@flower-mound.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Town of Flower Mound
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to anne.carnes@flower-mound.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Carahsoft OBO Town of Flower Mound

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to anne.carnes@flower-mound.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Town of Flower Mound as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Town of Flower Mound during the course of my relationship with you.

EXHIBIT B-2
ORDINANCE NO. 10-22 ZONING 543 ACRES
(THE PRAIRIE VISTA PROPERTY) SF-E SINGLE FAMILY ESTATE

THE TOWN OF FLOWER MOUND TEXAS

AFFIDAVIT OF AUTHENTICITY

THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE TOWN OF FLOWER MOUND ORDINANCE NO. 10-22 WHICH WAS APPROVED AT THE TOWN COUNCIL MEETING OF MARCH 7, 2022, OF WHICH THE ORIGINAL IS IN EITHER ELECTRONIC OR PAPER FORMAT AND IS ON FILE IN THE TOWN SECRETARY'S OFFICE OF THE TOWN OF FLOWER MOUND LOCATED AT 2121 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS.

IN TESTIMONY TO WHICH I HAVE HEREIN SET MY HAND AND SEAL ON THIS THE 24TH DAY OF MARCH, 2022.

(Seal) THE TOWN OF FLOWER MOUND SEAL TEXAS

THE TOWN OF FLOWER MOUND, TEXAS

Theresa Scott
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

BEFORE ME, Dorothy Choate, Notary Public, on this day personally appeared Theresa Scott, known to me, (or proved to me on the oath of _____, or through Texas Driver License) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of March, 2022.

DOROTHY CHOATE
Notary Public, State of Texas
Comm. Expires 04-22-2023
Notary ID 990057

NOTARY PUBLIC in and for the State of Texas
My Commission Expires: 4-22-23

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 10-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE FLOWER MOUND CODE BY CHANGING THE ZONING ON APPROXIMATELY 543.816 ACRES OF LAND SITUATED IN THE B.B.B. & C. RAILWAY CO. SURVEY, ABSTRACT NO. 154, THE .B.B. & C. RAILWAY CO. SURVEY, ABSTRACT NO. 187, J.N. DENSON SURVEY, ABSTRACT NO. 359, AND THOMAS BURRESS SURVEY, ABSTRACT NO. 33, FROM INTERIM HOLDING (IH) USES TO SINGLE FAMILY-ESTATE (SF-E) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 543.816 acres of land situated in the B.B.B. & C. Railway Co. Survey, Abstract No. 154, the .B.B. & C. Railway Co. Survey, Abstract No. 187, J.N. Denson Survey, Abstract No. 359, and the Thomas Burress Survey, Abstract No. 33, Town of Flower Mound, Denton County, Texas, have filed an application to change the zoning from Interim Holding (IH) to Single Family-Estate (SF-E) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on February 28, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on March 7, 2022, with respect to the subject zoning application, 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 zoning application with respect to the subject property, as described herein; and,

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

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

SECTION 1

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

543.816 acres of land situated in the B.B.B. & C. Railway Co. Survey, Abstract No. 154, the .B.B. & C. Railway Co. Survey, Abstract No. 187, the J.N. Denson Survey, Abstract No. 359, and the Thomas Burress Survey, Abstract No. 33, Town of Flower Mound, Denton County, Texas, and more fully described in Exhibit “A” hereto.

Single Family-Estate (SF-E) uses on property further depicted in the zoning exhibit attached as Exhibit “B” hereto.

SECTION 2

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official Zoning Map to reflect the approved zoning, as set forth above.

SECTION 3

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

SECTION 4

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

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Flower Mound Code. 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 of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

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

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 7TH DAY OF MARCH, 2022.

APPROVED:

D France

Derek France, MAYOR

ATTEST:

Theresa Scott

Theresa Scott, TOWN SECRETARY

LEGAL DESCRIPTION
134.453 Acres

Being all that certain lot, tract, or parcel of land situated in the Thomas Burress Survey, Abstract Number 33, Town of Flower Mound, Denton County, Texas, and being part of that certain called 1129.061 acre tract of land described as Tract A in deed in favor of Old W.R. Ranch I, LP, recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2” rebar found at the most northerly northeast corner of said 1129.061 acre tract, and being the southeast corner of that certain called 37.245 acre tract of land described in deed in favor of John D. Furst recorded in Volume 4348, Page 3294 of the Real Property Records of Denton County, Texas, and being on the west line of that certain called 131.307 acre tract of land described in deed in favor of John D. Furst recorded in Volume 4348, Page 3306 of the Real Property Records of Denton County, Texas;

THENCE S 00°28'10" E, with the common line between said 1129.061 acre tract and said 131.307 acre tract, passing at 706.45 feet a 1/2" rebar found at the base of a cross tie fence corner at the southwest corner of said 131.307 acre tract, being the westerly northwest corner of that certain called 72.7 acre tract of land described in deed in favor of Emory Norman Hacker and Delbert Marshall Hacker recorded in Volume 398, Page 337 of the Deed Records of Denton County, Texas, continuing with the west line thereof passing at 1600.45 feet the westerly southwest corner of said 72.7 acre tract, being a salient corner in the north line of said 1129.061 acre tract, continuing a total distance of 3257.44 feet to the north line of that certain called 251.99 acre tract of land described as Tract II in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas;

THENCE N 89°18’15” W, 793.69 feet with the north line of said 251.99 acre tract to a 1/2" rebar found at the most northerly northwest corner thereof, being the northeast corner of that certain called 59.352 acre tract of land described in deed in favor of Orric Freeman and Carole Freeman, Trustees of the Freeman Living Trust, recorded in Document Number 2010-52504 of the Real Property Records of Denton County, Texas;

THENCE S 89°44’45” W, 1320.52 feet with the north line of said 59.352 acre tract to the east line of U. S. Highway 377, being the northeast corner of that certain called 6.74 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 277 of the deed records of Denton County, Texas, and the southeast corner of that certain called 0.63 acre tract of land described as Parcel (b) in deed in favor of the State of Texas, recorded in Volume 279, Page 246 of the Deed Records of Denton County, Texas;

THENCE N 44°39'00" W, 216.32 feet with the east line of said U. S. Highway 377 and the east line of said 0.63 acre tract and the west line of said 1129.061 acre tract to the remnants of a broken concrete TXDOT monument found;

THENCE continuing with the east line of said U. S. Highway 377 and the east line of said 0.63 acre tract

and the west line of said 1129.061 acre tract, with a curve to the right having a radius of 2804.80 feet, a central angle of 18°04'03" and an arc length of 884.46 feet, whose chord bears N 12°18'19" E, 880.80 feet to the north corner of said 0.63 acre tract, and being on the east line of that certain called 8.39 acre tract of land described as First Tract in deed in favor of the State of Texas, recorded in Volume 260, Page 487 of the Deed Records of Denton County, Texas;

THENCE N 21°20'20" E, 2410.29 feet continuing with the east line of said U. S. Highway 377 and the east line of said 8.39 acre tract and the west line of said 1129.061 acre tract to the northwest corner of said 1129.061 acre tract, and being the southwest corner of said 37.245 acre tract;

THENCE S 89°42'35" E, 1174.70 feet with the north line of said 1129.061 acre tract and the south line 131.307 acre tract and the south line of said Glenview Estates to the point of beginning and containing approximately 134.453 acres of land.

LEGAL DESCRIPTION
409.363 Acres

Being all that certain lot, tract, or parcel of land situated in the B. B. B. & C. Railway Co. Survey, Abstract Number 154, the B. B. B. & C. Railway Co. Survey, Abstract Number 187 and the J. N. Denson Survey, Abstract Number 359, Town of Flower Mound, Denton County, Texas, being part of that certain called 251.99 acre tract of land described as Tract II in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas, and being part of that certain called 1129.061 acre tract of land described as Tract A in deed in favor of Old W.R. Ranch I, LP, recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8” capped rebar found (RPLS 1640) at a salient corner in the easterly line of said 1129.061 acre tract, being the northwest corner of Lot 34 X, Block G of Montalcino Estates, Phase I, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded Document Number 2013-37 of the Plat Records of Denton County, Texas, and being the southwest corner of Lot 33X, Block G of Montalcino Estates, Phase 2, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Document Number 2018-355 of the Plat Records of Denton County, Texas, and being the southeast corner of Lot 38X, Block G of said Montalcino Estates, Phase 2;

THENCE S 00°11'20" E, 469.70 feet with the east line of said 1129.061 acre tract and the west line of said Lot 34 X of said Montalcino Estates, Phase I to a 1/2" capped rebar set (MCADAMS);

THENCE S 44°46'15" W, 167.96 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 23°29'10" W, 391.43 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 05°38'20" E, 596.52 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 54°03'00" W, 685.51 feet to a United States Army Corps. of Engineers (USACE) concrete monument with disk stamped E-158 found on the south line of that certain called 96.2 acre tract of land described as Parcel No. 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton, recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE with the south line of said 96.2 acre tract the follow courses and distances:

N 27°31'00" W, 259.00 feet to a USACE concrete monument with disk stamped E-157;

S 43°41'00" W, 468.70 feet to a USACE concrete monument with disk stamped E-156;

S 23°05'00" W, 252.15 feet to a USACE concrete monument with disk stamped E-155;

S 34°56'00" W, 431.40 feet to a USACE concrete monument with disk stamped E-154;

S 48°59'00" W, 243.30 feet to a USACE concrete monument with disk stamped E-153;

S 22°54'00" E, 129.65 feet to a USACE concrete monument with disk stamped E-152;

S 35°02'00" W, 511.58 feet to a USACE concrete monument with disk stamped E-151;

S 17°22'00" W, 491.65 feet to a USACE concrete monument with disk stamped E-150;

N 62°47'00" W, 430.45 feet to a USACE concrete monument with disk stamped E-149;

S 69°03'00" W, 549.50 feet to a USACE concrete monument with disk stamped E-148;

N 18°24'00" W, 304.20 feet to a USACE concrete monument with disk stamped E-147;

N 28°21'00" W, 359.50 feet to a USACE concrete monument with disk stamped E-146;

N 04°34'00" W, 333.40 feet to a USACE concrete monument with disk stamped E-145;

N 85°01'00" W, 83.70 feet to a USACE concrete monument with disk stamped E-144;

THENCE N 04°54’40” E, 768.98 feet;

THENCE N 50°00’00” W, 1400.00 feet;

THENCE North, 700.00 feet;

THENCE N 25°00’00” W, 500.00 feet;

THENCE N 40°00’00” E, 250.00 feet;

THENCE N 45°00’00” W, 800.00 feet;

THENCE N 25°00’00” W, 500.00 feet;

THENCE N 50°00’00” W, 800.00 feet to the north line of said 251.99 acre tract;

THENCE S 89°18’15” E, 590.30 feet with the north line of said 251.99 acre tract to the northeast corner thereof, being a re-entrant corner in the westerly line of said 1129.061 acre tract;

THENCE S 89°37’00” E, 4454.49 feet;

THENCE S 00°00'45" E, passing at 470.56 feet a 5/8” capped rebar found (RPLS 1640) at the northwest corner of the aforementioned Lot 38X, Block G of said Montalcino Estates, Phase 2, being a re-entrant

corner in the easterly line of said 1129.061 acre tract, continuing with the easterly line of said 1129.061 acre tract and the west line of said Montalcino Estates, Phase 2 a total distance of 1638.72 feet to a 5/8” rebar found at the southwest corner of said Lot 38X, being a re-entrant corner in the easterly line of said 1129.061 acre tract;

THENCE S 89°30'05" E, 806.62 feet continuing with the east line of said 1129.061 acre tract and the south line of said Lot 38X, Block G of said Montalcino Estates, Phase 2 to the POINT OF BEGINNING and containing approximately 409.363 acres of land.

OLD WR RANCH I, LP
SINGLE FAMILY-ESTATE TRACT B
134.45 ACRES
EXISTING LAND-USE: PRAIRIE VISTA DISTRICT
ZONING MAP DESIGNATION: IH

PROPOSED LAND-USE: PRAIRIE VISTA DISTRICT
PROPOSED ZONING: SINGLE FAMILY - ESTATE

OLD WR RANCH I, LP
SINGLE FAMILY-ESTATE TRACT B
409.36 ACRES
EXISTING LAND-USE: PRAIRIE VISTA DISTRICT
ZONING MAP DESIGNATION: IH

PROPOSED LAND-USE: PRAIRIE VISTA DISTRICT
PROPOSED ZONING: SINGLE FAMILY - ESTATE

OLD WR RANCH I, LP
SINGLE FAMILY-ESTATE TRACT A
409.36 ACRES
EXISTING LAND-USE: PRAIRIE VISTA DISTRICT
ZONING MAP DESIGNATION: IH

PROPOSED LAND-USE: PRAIRIE VISTA DISTRICT
PROPOSED ZONING: SINGLE FAMILY-ESTATE

OLD WR RANCH I, LP
MIXED-USE TRACT A
548.65 ACRES
EXISTING LAND-USE: MIXED-USE
ZONING MAP DESIGNATION: IH/AG

PROPOSED LAND-USE: MIXED-USE
PROPOSED ZONING: MIXED-USE

TOWN OF FLOWER MOUND
BARTONVILLE ETJ
TOWN OF FLOWER MOUND
SINGLE FAMILY-ESTATE
SINGLE FAMILY-ESTATE
SINGLE FAMILY-ESTATE
TOWN OF FLOWER MOUND
U.S. HWY 377
F.M. 1171

OLD WR RANCH I, LP
PINSON WILES Abstract 1339A Tract 14
ZONED: BARTONVILLE ETJ
LAND USE: N/A

LA ESTANCIA INVESTMENTS LP,
Abstract 0154A, Tract 4
ZONING MAP DESIGNATION: IH
LAND USE: CAMPUS/INDUSTRIAL

CTMGT MONTALCINO LLC
MONTALCINO ESTATES, PH. 2, BLK G, LT 34X
ZONED: PD-107
LAND USE: CROSS TIMBERS CONSERVATION DISTRICT

MONTALCINO ESTATES, PH. 1, BLK. G, LT 34X

OLD WR RANCH I, LP
BBB & CRR Abstract 187A Tract 1(PT)
ZONING MAP DESIGNATION: IH
LAND USE: CROSS TIMBERS CONSERVATION DISTRICT

FEMA FLOODPLAIN
ZONED: WATER RECREATION
LAND USE: FLOODPLAIN

SHEET 1
SHEET 2
SHEET 3

Zoning Standards	Zoning Map Designation: Interim Holding (Agricultural)	Single Family Estate 543.8 Acres
Minimum Lot Area	87,120 sf	43,560 sf or 15,000 sf w/ Conservation Development Option
Minimum Lot Width	200 ft	150 ft
Minimum Front Yard	40 ft	40 ft
Minimum Side Yard	25 ft	20 ft
Minimum Rear Yard	20 ft	20 ft
Maximum Lot Coverage	25%	25%
Max Height (stories/ft.)	3 stories/35'	3 stories/35'
Maximum Floor: Area Ratio	N/A	N/A

Master Plan Features	
Land Use Plan	Prairie Vista District
Urban Design Plan	N/A
Parks and Trail	Proposed Multi-Use Trails
Thoroughfare Plan	US HWY 377 - Major Arterial & FM 1171 - Major Arterial
Water Plan	Existing 30" W/L along US HWY 377 & Existing 20" W/L along FM 1171
Wastewater Plan	Existing 18" wastewater line along a portion of US HWY 377
* Proposed zoning is consistent with the Rule 11 Agreement, dated November 29, 2006.	

THE PROPOSED ZONING IS CONSISTENT WITH THE RULE 11 AGREEMENT DATED NOVEMBER 29, 2006.

500 0 500 1000 1500 Feet
SCALE: 1" = 500'

ZE 18329

Drawn By:AM
Date: AUGUST 26, 2021
Scale: 1"=500'
Revisions:
December 22, 2021

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 DOLLAK, JR., P.E. #86898
DATE 12/22/2021

OWNER/DEVELOPER
JACK FURST
Old WR Ranch I, LP,
2591 Lakeside Pkwy, Ste 100, Flower Mound TX 75022
Phone: 972-982-8250

ZONING EXHIBIT

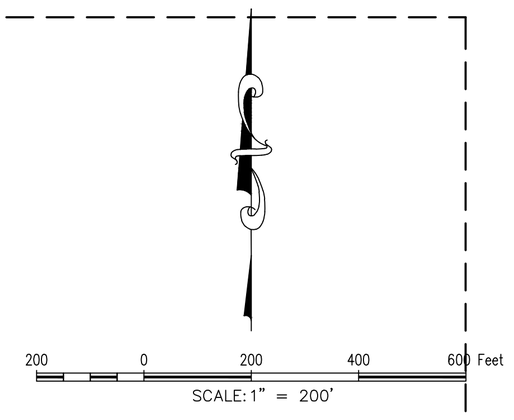
Flower Mound Ranch
543.80 Acres
in the
A.B. DANKS SURVEY, ABST. 368A
BURRESS SURVEY, ABST. 33A,
BBB & CRR SURVEY, ABSTRACT NO. 154A & 187A
BRUCE WHEELER SURVEY, ABST. 1605A
CASPARY SURVEY, ABST. 277A
RUTH ALLEN SURVEY, ABST. 15A
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

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

File: Z:\2018\18329\Drawings\Zoning\Zoning 2.0\Zoning CAD Files\Zoning Exhibit\2021.08.25 Furst Ranch 2.0 - Zoning Exhibit
Saved: 9/3/2021 1:48 PM, by abrown
Plotted: 12/22/2021 8:25 AM, by Ashton Miller

OLD WR RANCH I, LP

SINGLE FAMILY-ESTATE TRACT B
134.45 ACRES
EXISTING LAND-USE: PRAIRIE VISTA DISTRICT
ZONING MAP DESIGNATION: IH/AG
PROPOSED LAND-USE: PRAIRIE VISTA DISTRICT
PROPOSED ZONING: SINGLE FAMILY - ESTATE



U.S. HWY 377

BARTONVILLE ETJ
TOWN OF FLOWER MOUND

SMOOT ROAD

LA ESTANCIA INVESTMENTS LP,
Abstract 0154A, Tract 4
ZONING MAP DESIGNATION: IH
LAND USE: CAMPUS INDUSTRIAL

U.S. HWY 377

SHEET 1

4

ZE	18329	Drawn By:AM Date: AUGUST 26, 2021 Scale: 1"=200' Revisions:	**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 DOLLAK, JR., P.E. #86898 DATE 12/22/2021	**OWNER/DEVELOPER** **JACK FURST** **Old WR Ranch I, LP,** **2591 Lakeside Pkwy, Ste 100, Flower Mound TX 75022** **Phone: 972-982-8250**	**ZONING EXHIBIT**	**Flower Mound Ranch** **543.80 Acres** in the A.B. DANKS SURVEY, ABST. 368A BURRESS SURVEY, ABST. 33A, BBB & CRR SURVEY, ABSTRACT NO. 154A & 187A BRUCE WHEELER SURVEY, ABST. 1605A CASPARY SURVEY, ABST. 277A RUTH ALLEN SURVEY, ABST. 15A TOWN OF FLOWER MOUND DENTON COUNTY, TEXAS	MCADAMS The John R. McAdams Company, Inc. 111 Hillside Drive Lewisville, Texas 75057 972. 436. 9712 201 Country View Drive Roanoke, Texas 76262 940. 240. 1012 TBPE: 19762 TBPLS: 10194440 www.gacon.com www.mcadamsco.com

File: Z:\2018\18329\Drawings\Zoning 2.0\Zoning CAD Files\Zoning Exhibit\2021.08.25 Furst Ranch 2.0 - Zoning Exhibit
Saved: 9/3/2021 1:48 PM, by abrown
Plotted: 12/22/2021 8:27 AM, by Ashton Miller

ZONED: BARTONVILLE ETJ
LAND USE: N/A

SHEET 2

TOWN OF FLOWER MOUND

200 0 200 400 600 Feet
SCALE: 1" = 200'

MO

MON
PH.

OLD WR RANCH I, LP

SINGLE FAMILY - ESTATES TRACT A

409.36 ACRES

EXISTING LAND-USE: PRAIRIE VISTA DISTRICT

ZONING MAP DESIGNATION: IH/AG

PROPOSED LAND-USE: PRAIRIE VISTA DISTRICT

PROPOSED ZONING: SINGLE FAMILY-ESTATE

OLD WR RANCH I, LP
BBB & CRR Abstract 187A Tract 1(PT)
ZONING MAP DESIGNATION: IH
LAND USE: CROSS TIMBERS CONSERVATION DISTRICT

ZE | 18329

Drawn By:AM
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ROBERT JOHN DOLLAK, JR., P.E. #86898
DATE 12/22/2021

OWNER/DEVELOPER
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2591 Lakeside Pkwy, Ste 100, Flower Mound TX 75022
Phone: 972-982-8250

ZONING EXHIBIT

Flower Mound Ranch
543.80 Acres
in the
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BURRESS SURVEY, ABST. 33A,
BBB & CRR SURVEY, ABSTRACT NO. 154A & 187A
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TOWN OF FLOWER MOUND
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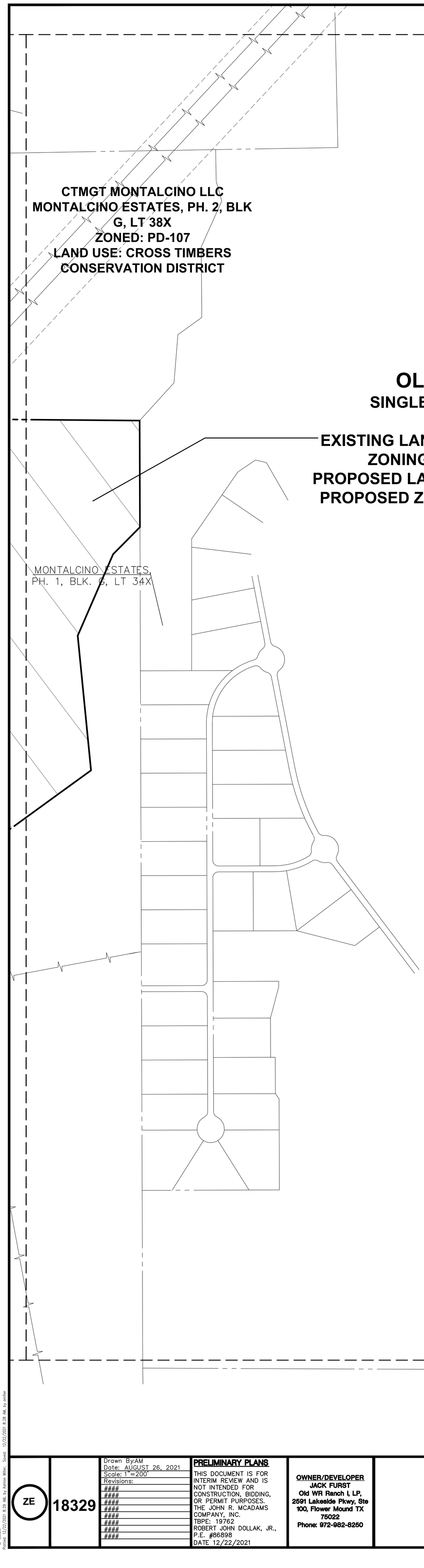
Plotted: 12/22/2021 8:28 AM by Ashton Miller Saved: 12/22/2021 8:28 AM by amiller

SHEET 3



200 0 200 400 600 Feet

SCALE: 1" = 200'

OLD WR RANCH I, LP

SINGLE FAMILY-ESTATE TRACT A
409.36 ACRES
EXISTING LAND-USE: PRAIRIE VISTA DISTRICT
ZONING MAP DESIGNATION: IH/AG
PROPOSED LAND-USE: PRAIRIE VISTA DISTRICT
PROPOSED ZONING: SINGLE FAMILY - ESTATE

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Drawn By:AM
Date: AUGUST 26, 2021
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Old WR Ranch I, LP,
2591 Lakeside Pkwy, Ste 100, Flower Mound TX 75022
Phone: 972-982-8250

ZONING EXHIBIT

Flower Mound Ranch
543.80 Acres
in the
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BURRESS SURVEY, ABST. 33A,
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File: Z:\2018\18329\Drawings\Zoning\Zoning 2.0\Zoning CAD Files\Zoning Exhibit\2021.08.25 Furst Ranch 2.0 - Zoning Exhibit - ZE.dwg
Plotted: 12/22/2021 8:29 AM, by Ashton Miller; Saved: 12/22/2021 8:28 AM, by amiller

SINGLE FAMILY-ESTATE TRACT A

LEGAL DESCRIPTION

409.363 Acres

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BEGINNING at a 5/8" capped rebar found (RPLS 1640) at a salient corner in the easterly line of said 1129.061 acre tract, being the northwest corner of Lot 34 X, Block G of Montalcino Estates, Phase I, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded Document Number 2013-37 of the Plat Records of Denton County, Texas, and being the southwest corner of Lot 33X, Block G of Montalcino Estates, Phase 2, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Document Number 2018-355 of the Plat Records of Denton County, Texas, and being the southeast corner of Lot 38X, Block G of said Montalcino Estates, Phase 2;

THENCE S 00°11'20" E, 469.70 feet with the east line of said 1129.061 acre tract and the west line of said Lot 34 X of said Montalcino Estates, Phase I to a 1/2" capped rebar set (MCADAMS);

THENCE S 44°46'15" W, 167.96 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 23°29'10" W, 391.43 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 05°38'20" E, 596.52 feet to a 1/2" capped rebar set (MCADAMS);

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THENCE with the south line of said 96.2 acre tract the follow courses and distances:

N 27°31'00" W, 259.00 feet to a USACE concrete monument with disk stamped E-157;

S 43°41'00" W, 468.70 feet to a USACE concrete monument with disk stamped E-156;

S 23°05'00" W, 252.15 feet to a USACE concrete monument with disk stamped E-155;

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S 48°59'00" W, 243.30 feet to a USACE concrete monument with disk stamped E-153;

S 22°54'00" E, 129.65 feet to a USACE concrete monument with disk stamped E-152;

S 35°02'00" W, 511.58 feet to a USACE concrete monument with disk stamped E-151;

S 17°22'00" W, 491.65 feet to a USACE concrete monument with disk stamped E-150;

N 62°47'00" W, 430.45 feet to a USACE concrete monument with disk stamped E-149;

S 69°03'00" W, 549.50 feet to a USACE concrete monument with disk stamped E-148;

N 18°24'00" W, 304.20 feet to a USACE concrete monument with disk stamped E-147;

N 28°21'00" W, 359.50 feet to a USACE concrete monument with disk stamped E-146;

N 04°34'00" W, 333.40 feet to a USACE concrete monument with disk stamped E-145;

N 85°01'00" W, 83.70 feet to a USACE concrete monument with disk stamped E-144;

THENCE N 04°54'40" E, 768.98 feet;

THENCE N 50°00'00" W, 1400.00 feet;

THENCE North, 700.00 feet;

THENCE N 25°00'00" W, 500.00 feet;

THENCE N 40°00'00" E, 250.00 feet;

THENCE N 45°00'00" W, 800.00 feet;

THENCE N 25°00'00" W, 500.00 feet;

THENCE N 50°00'00" W, 800.00 feet to the north line of said 251.99 acre tract;

THENCE S 89°18'15" E, 590.30 feet with the north line of said 251.99 acre tract to the northeast corner thereof, being a re-entrant corner in the westerly line of said 1129.061 acre tract;

THENCE S 89°37'00" E, 4454.49 feet;

THENCE S 00°00'45" E, passing at 470.56 feet a 5/8" capped rebar found (RPLS 1640) at the northwest corner of the aforementioned Lot 38X, Block G of said Montalcino Estates, Phase 2, being a re-entrant corner in the easterly line of said 1129.061 acre tract, continuing with the easterly line of said 1129.061 acre tract and the west line of said Montalcino Estates, Phase 2 a total distance of 1638.72 feet to a 5/8" rebar found at the southwest corner of said Lot 38X, being a re-entrant corner in the easterly line of said 1129.061 acre tract;

THENCE S 89°30'05" E, 806.62 feet continuing with the east line of said 1129.061 acre tract and the south line of said Lot 38X, Block G of said Montalcino Estates, Phase 2 to the POINT OF BEGINNING and containing approximately 409.363 acres of land.

SINGLE FAMILY-ESTATE TRACT B

LEGAL DESCRIPTION

134.453 Acres

Being all that certain lot, tract, or parcel of land situated in the Thomas Burress Survey, Abstract Number 33, Town of Flower Mound, Denton County, Texas, and being part of that certain called 1129.061 acre tract of land described as Tract A in deed in favor of Old W.R. Ranch I, LP, recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the most northerly northeast corner of said 1129.061 acre tract, and being the southeast corner of that certain called 37.245 acre tract of land described in deed in favor of John D. Furst recorded in Volume 4348, Page 3294 of the Real Property Records of Denton County, Texas, and being on the west line of that certain called 131.307 acre tract of land described in deed in favor of John D. Furst recorded in Volume 4348, Page 3306 of the Real Property Records of Denton County, Texas;

THENCE S 00°28'10" E, with the common line between said 1129.061 acre tract and said 131.307 acre tract, passing at 706.45 feet a 1/2" rebar found at the base of a cross tie fence corner at the southwest corner of said 131.307 acre tract, being the westerly northwest corner of that certain called 72.7 acre tract of land described in deed in favor of Emory Norman Hacker and Delbert Marshall Hacker recorded in Volume 398, Page 337 of the Deed Records of Denton County, Texas, continuing with the west line thereof passing at 1600.45 feet the westerly southwest corner of said 72.7 acre tract, being a salient corner in the north line of said 1129.061 acre tract, continuing a total distance of 3257.44 feet to the north line of that certain called 251.99 acre tract of land described as Tract II in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas;

THENCE N 89°18'15" W, 793.69 feet with the north line of said 251.99 acre tract to a 1/2" rebar found at the most northerly northwest corner thereof, being the northeast corner of that certain called 59.352 acre tract of land described in deed in favor of Orric Freeman and Carole Freeman, Trustees of the Freeman Living Trust, recorded in Document Number 2010-52504 of the Real Property Records of Denton County, Texas;

THENCE S 89°44'45" W, 1320.52 feet with the north line of said 59.352 acre tract to the east line of U. S. Highway 377, being the northeast corner of that certain called 6.74 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 277 of the deed records of Denton County, Texas, and the southeast corner of that certain called 0.63 acre tract of land described as Parcel (b) in deed in favor of the State of Texas, recorded in Volume 279, Page 246 of the Deed Records of Denton County, Texas;

THENCE N 44°39'00" W, 216.32 feet with the east line of said U. S. Highway 377 and the east line of said 0.63 acre tract and the west line of said 1129.061 acre tract to the remnants of a broken concrete TXDOT monument found;

THENCE continuing with the east line of said U. S. Highway 377 and the east line of said 0.63 acre tract and the west line of said 1129.061 acre tract, with a curve to the right having a radius of 2804.80 feet, a central angle of 18°04'03" and an arc length of 884.46 feet, whose chord bears N 12°18'19" E, 880.80 feet to the north corner of said 0.63 acre tract, and being on the east line of that certain called 8.39 acre tract of land described as First Tract in deed in favor of the State of Texas, recorded in Volume 260, Page 487 of the Deed Records of Denton County, Texas;

THENCE N 21°20'20" E, 2410.29 feet continuing with the east line of said U. S. Highway 377 and the east line of said 8.39 acre tract and the west line of said 1129.061 acre tract to the northwest corner of said 1129.061 acre tract, and being the southwest corner of said 37.245 acre tract;

THENCE S 89°42'35" E, 1174.70 feet with the north line of said 1129.061 acre tract and the south line 131.307 acre tract and the south line of said Glenview Estates to the point of beginning and containing approximately 134.453 acres of land.

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

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1172

TBPE: 19762 TBPLS: 10194440
www.jpacon.com
www.mcadamsco.com

McADAMS

Flower Mound Ranch

543.80 Acres

BEING

AB. DANIS SURVEY, ABST. 398A
BURRESS SURVEY, ABST. 33A
BBB & C RR SURVEY, ABST. 154, 187A & 187A
CASPARY SURVEY, ABST. 277A
HOTTEL SURVEY, ABST. 1063A
J.N. DENSON SURVEY, ABST. 359A
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ZONING EXHIBIT

OWNER/DEVELOPER
JACK FURST
Old WR Ranch I, LP,
2591 Lakeside Pkwy, Ste 100, Flower Mound TX 75022
Phone: 972-982-8250

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 DOLLAK, JR., P.E. #86898
DATE 9/3/2021

Drawn By	AM
Date:	JULY 13, 2021
Scale:	1" = 500'
Revisions:	
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18329

ZE

File: Z:\18329\18329\Drawings\Zoning\Zoning 2.0\Zoning CAD Files\Zoning Exhibit\2021.08.25 Furst Ranch 2.0 - Zoning Exhibit
Plotted: 8/30/2021 1:38 PM by Alex Brown Saved: 8/30/2021 5:41 PM by amiller

DocuSign

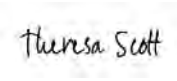
Certificate Of Completion

Envelope Id: 86EAE8D4ECE94834BBC2A44AF8A33320
Status: Completed
Subject: Please DocuSign: 3.7.22_15_Ord 10-22_Z21-0009 - FM Ranch Prairie Vista.pdf
Source Envelope:
Document Pages: 13
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Anne Carnes
2121 Cross Timbers Rd
Flower Mound, TX 75028
anne.carnes@flower-mound.com
IP Address: 97.105.97.14

Record Tracking

Status: Original
3/23/2022 3:21:17 PM
Holder: Anne Carnes
anne.carnes@flower-mound.com
Location: DocuSign

Signer Events	Signature	Timestamp
Derek France mayor@flower-mound.com Mayor Town of Flower Mound Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 47.185.165.32	Sent: 3/23/2022 3:22:50 PM Viewed: 3/23/2022 3:23:14 PM Signed: 3/23/2022 3:23:14 PM
Electronic Record and Signature Disclosure: Accepted: 6/22/2021 2:20:34 PM ID: 964510c2-b844-4143-a0ab-81863a2ef394		
Theresa Scott Theresa.scott@flower-mound.com xxxxxxxxxxxxxx Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 97.105.97.14	Sent: 3/23/2022 3:23:17 PM Viewed: 3/23/2022 3:28:51 PM Signed: 3/23/2022 3:29:45 PM
Electronic Record and Signature Disclosure: Accepted: 3/23/2022 3:28:51 PM ID: 99bf2328-5353-4ef3-b98b-c762c2a59e2a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Ginger Choate Ginger.Choate@flower-mound.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/23/2022 3:29:47 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
GIS Helpdesk gis-helpdesk@flower-mound.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/23/2022 3:29:48 PM
LauriAnn Cash lauriann.cash@flower-mound.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/23/2022 3:29:48 PM
Poornima Kashyap poornima.kashyap@flower-mound.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/23/2022 3:29:49 PM
Codie Freeman codie.freeman@flower-mound.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/23/2022 3:29:49 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/23/2022 3:22:50 PM
Certified Delivered	Security Checked	3/23/2022 3:28:51 PM
Signing Complete	Security Checked	3/23/2022 3:29:45 PM
Completed	Security Checked	3/23/2022 3:29:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Town of Flower Mound (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Town of Flower Mound:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: anne.carnes@flower-mound.com

To advise Carahsoft OBO Town of Flower Mound of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at anne.carnes@flower-mound.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Town of Flower Mound
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to anne.carnes@flower-mound.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Carahsoft OBO Town of Flower Mound

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to anne.carnes@flower-mound.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Town of Flower Mound as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Town of Flower Mound during the course of my relationship with you.

EXHIBIT B-3
ORDINANCE NO. " " ZONING 148 ACRES AS PLANNED DEVELOPMENT DISTRICT NO. 196 (PD-196) WITH AGRICULTURAL (A) USES FOR A CONSERVATION DEVELOPMENT WITH CERTAIN EXCEPTIONS, MODIFICATIONS, AND WAIVERS TO THE CODE OF ORDINANCES (TO BE CONSIDERED BY TOWN COUNCIL ON 11/16/23);

TOWN COUNCIL
AGENDA F.4.
REGULAR ITEMS

DATE: November 16, 2023
FROM: Poornima Kashyap, Planning Manager
ITEM: **Public Hearing to consider an ordinance for amending the zoning (CON23-0001 – FM 1171 Conservation Development) from Interim Holding (IH) and Agricultural (A) uses to Planned Development District No. 196 (PD-196) with Agricultural (A) uses for a conservation development with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of U.S. Hwy 377. (PZ recommendation will be available in the packet on or before Nov 16.)**

BACKGROUND:

Development Size – 148 acres
Proposed Zoning – Planned Development No. 196 with Agricultural uses for Conservation Development
Proposed Lots – 74 Buildable Lots for a density of one unit per 2 acres (minimum lot size is .75 acres and approximately 37% of all lots are greater than one-acre)
Open Space – Meets minimum 45% open space
SMARTGrowth – Passed
Traffic Analysis – Passed
Modifications – Certain dimensional regulations, allow encroachment into the 200-foot scenic corridor buffer, and conservation development sign standards
Exceptions – Topographical Slope
Incentives – N/A
Planning and Zoning Commission Staff Report Link

BOARD REVIEW/CITIZEN FEEDBACK:
PZ recommendation will be available in the packet on or before November 16.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

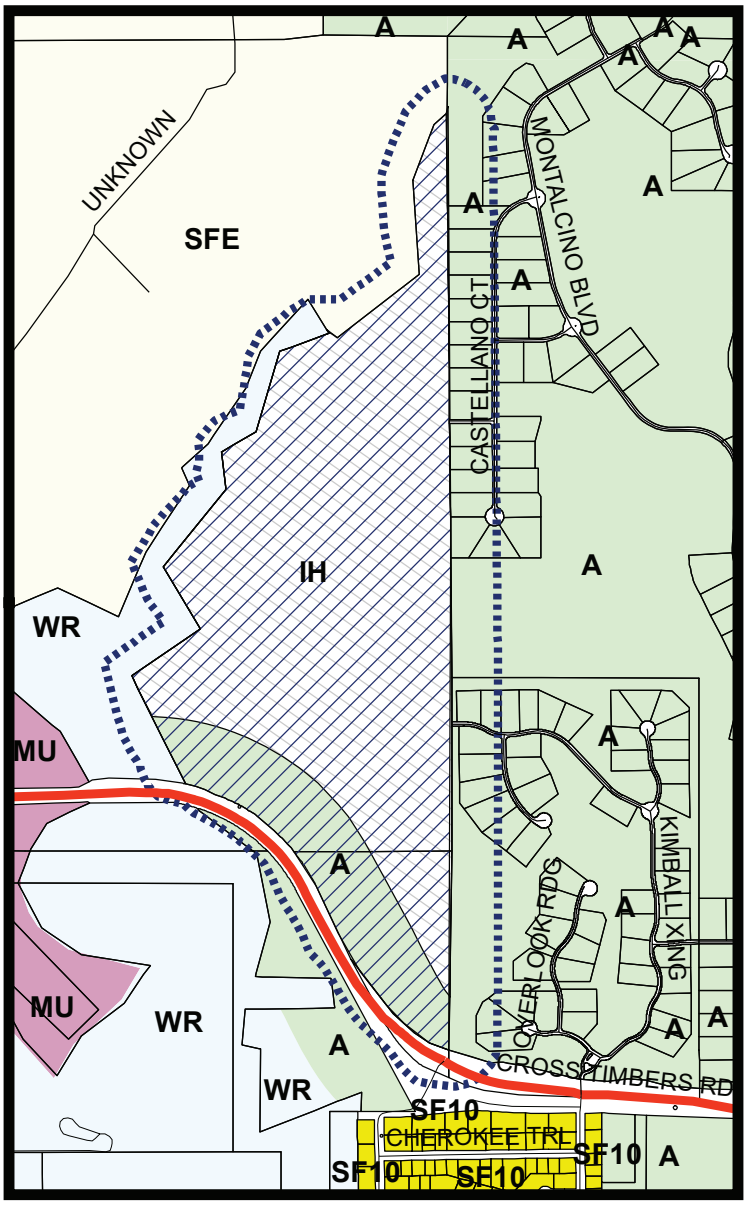
LEGAL REVIEW: Rachel Raggio, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

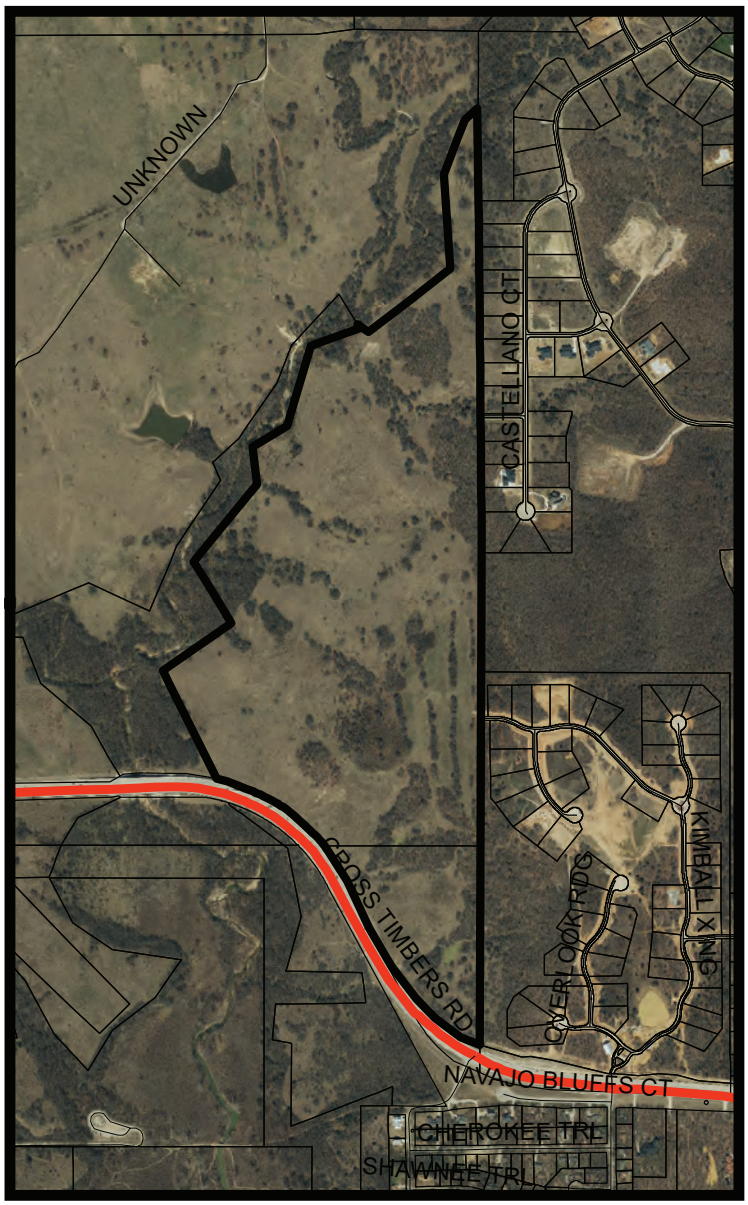
ATTACHMENTS:
1. Map - Zoning & Aerial
2. DRAFT Ordinance
3. DRAFT Exhibits

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

Vicinity Map

CON23-0001 - FM1171 Conservation Development



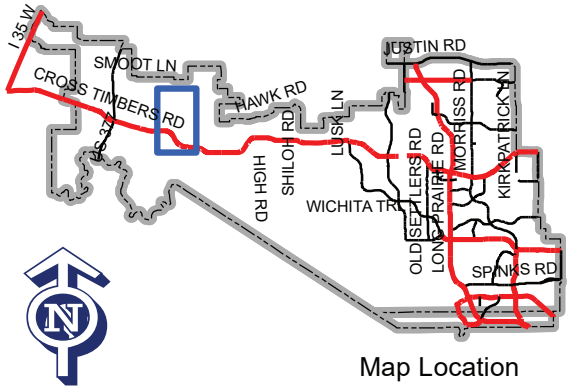


LEGEND

- Agriculture
- Interim Holding
- Mixed Use
- Single Family 10
- Single Family Estate
- Water Recreation

Subject Property

200 ft Notification Buffer around Property



Map Location

0 900 1,800 3,600 Feet

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.

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 148.008 ACRES OF LAND SITUATED IN THE BUFFALO BAYOU, BRAZOS AND COLORADO RAILROD SURVEY, ABSTRACT NO. 187 AND THE JAMES C. MCGOWAN AND C.G. PITCOCK SURVEY, SURVEY, ABSTRACT NO. 959, DENTON COUNTY, TEXAS, FROM A AGRICULTURAL USES AND IH INTERIM HOLDING USES TO PLANNED DEVELOPMENT DISTRICT-196 (PD-196) WITH A AGRICULTURAL USES FOR A CONSERVATION DEVELOPMENT IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town 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 148.008 acres of land situated in the Buffalo Bayou, Brazos and Colorado Railroad Survey, Abstract No. 187, and the James C. McGowan and C. G. Pitcock Survey, Abstract No. 959, Denton County, Texas (the "Property"), have filed an application to change the zoning from A Agricultural District uses and IH Interim Holding uses to Planned Development District-196 (PD-196) with A Agricultural uses for a Conservation Development; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on November 13, 2023, and the Town Council of the Town held a public hearing on November 16, 2023, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other

laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and,

WHEREAS, the Town Council finds that amendment of the Zoning Map as outlined herein is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town 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 to establish a Planned Development District as shown below:

> Approximately 148.008 acres of land situated in the Buffalo Bayou, Brazos and Colorado Railroad Survey, Abstract No. 187, and the James C. McGowan and C. G. Pitcock Survey, Abstract No. 959, Denton County, Texas, depicted in Exhibit "A," attached hereto.
>
> Planned Development District-196 (PD-196) with A Agricultural uses for a Conservation Development.

SECTION 2

The Development Standards, Concept Plan, and Conceptual Landscape Plan, Concept Open Space Plan, and Concept Open Space Management Plan of the proposed Planned Development District No. 196 (PD-196), attached hereto as Exhibits "B", "C," "D," and "E," each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Concept Plan, and Conceptual Landscape Plan, Concept Open Space Plan, and Concept Open Space Management Plan for this Planned Development District No. 196 (PD-196).

SECTION 3

The official Zoning Map of the Town is hereby amended and the Director of ~~Planning~~ Development Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 196 (PD-196), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein and in Exhibit "A," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council 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 8

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 9

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 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 16TH DAY OF NOVEMBER, 2023.

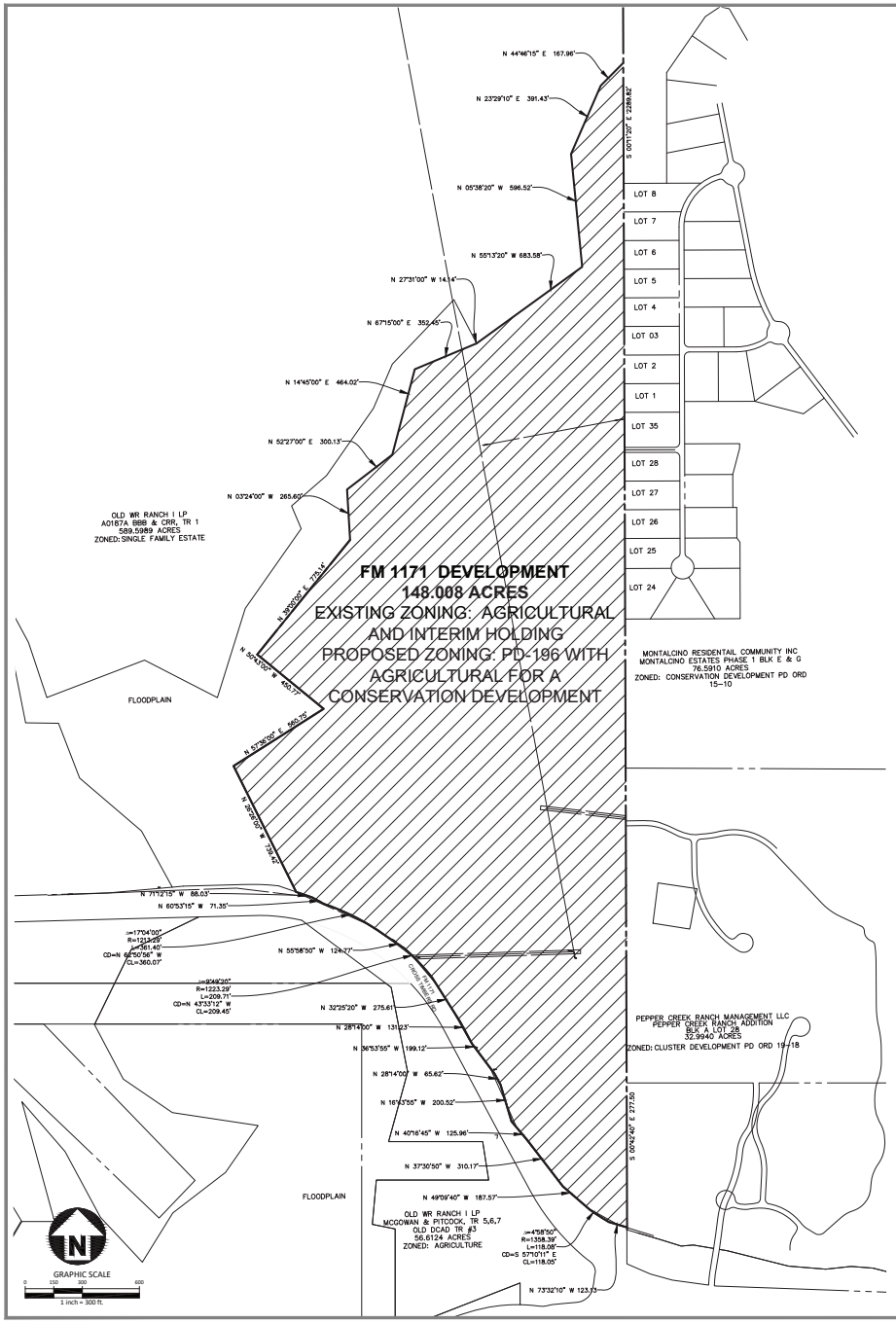
APPROVED:

_____
Derek France, MAYOR

ATTEST:

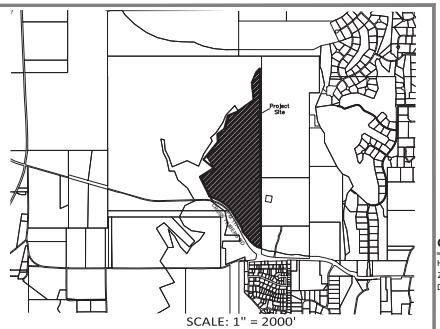
_____
Theresa Scott, TOWN SECRETARY

EXHIBIT "A" - ZONING EXHIBIT



Zoning Standard	Existing: Agricultural	Proposed:
Minimum Lot Area	87,120 sq. ft	32,670 sq. ft
Minimum Lot Width	200 ft	150 ft.
Minimum Floor Area	1,800 sq. ft.	2,100 sq. ft.
Minimum Front Yard	40 ft.	40 ft.
Minimum Side Yard	25 ft.	25 ft./20 ft.
Minimum Rear Yard	20 ft.	20 ft.
Maximum Lot Coverage	25%	35%
Max Height (stories/ft.)	3/35 ft.	3/35 ft.

MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conservation Development District
Urban Design Plan	Cross Timbers Conservation Development District
Parks and Trail	12' multi-use trail along F.M. 1171, 15' equestrian easement along F.M. 1171
Open Space Plan	Cross Timbers Conservation Development District
Thoroughfare Plan	F.M. 1171 – Major (Principal) Arterial : 120' ROW
Water Plan	20" Master planned water line along north side of F.M. 1171
Wastewater Plan	Cross Timbers Conservation Development District Town sewer not available.



LEGAL DESCRIPTION

148.008 ACRES

BEING all that certain lot, tract or parcel of land situated in the Buffalo Bayou, Brazos and Colorado Railroad Survey, Abstract Number 187 and the James C. McGowan and C. G. Pitcock Survey, Abstract Number 959, Town of Flower Mound, Denton County, Texas, and being part of that certain called 1,129.061 acre tract of land described as Tract "A" in deed in favor of Old WR Ranch I, L.P., recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (G&A) on the east line of said 1,129.601 acre tract, said point being the southwest corner of Lot 28X, Block A of Pepper Creek Ranch Addition,an addition to the Town of Flower Mound, Denton County, Texas, according to the Record Plat thereof recorded in Document Number 2019-370 of the Plat Records of Denton County, Texas, and being the most easterly northeast corner of that certain called 3.8116 acre tract of land described as Parcel 7 Part 2 in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, and being the northwest corner of that certain called 5.3352 acre tract of land described as Parcel 14 in deed in favor of Denton County, Texas, recorded in Document Number 2009-44892 of the Real Property Records of Denton County, Texas and being on the north line of F.M. 1171 as evidenced by said deeds to Denton County, Texas, from which the most southerly and easterly southeast corner of said 1,129.601 acre tract bears S 00°42'40" E, 210.5 feet;

THENCE N 73°32'10" W, 123.13 feet with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found (TXDOT MON);

THENCE continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract with the arc of a non-tangent curve to the right having a radius of 1,358.39 feet, a central angle of 04°58'50" and an arc length of 118.08 feet whose chord bears N 57°10'11" W, 118.05 feet to a Texas Department of Transportation monument found;

THENCE N 49°09'40" W, 187.57 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 37°30'50" W, 310.17 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 40°16'45" W, 125.96 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 16°43'55" W, 200.52 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 28°14'00" W, 65.62 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 36°53'55" W, 199.12 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 28°14'00" W, 131.23 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 32°25'20" W, 275.61 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract with the arc of a non-tangent curve to the left having a radius of 1,223.29 feet, a central angle of 09°49'20" and an arc length of 209.71 feet whose chord bears N 43°33'12" W, 209.45 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 55°58'50" W, 124.77 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a 1/2" capped rebar set (MCADAMS);

THENCE continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract with the arc of a non-tangent curve to the left having a radius of 1,213.29 feet, a central angle of 17°04'00" and an arc length of 361.40 feet whose chord bears N 62°50'56" W, 360.07 feet to a 1/2" rebar found;

THENCE N 60°53'15" W, 71.35 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a 1/2" rebar found;

THENCE N 71°12'15" W, 88.03 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to the most westerly northwest corner of said 3.8116 acre tract, being on the southerly line of that certain called 96.2 acre tract of land described as Parcel Number 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas, from which a Texas Department of Transportation monument found for witness bears N 74°05' W, 0.9 feet;

THENCE N 26°26'00" W, 739.42 feet with the southerly line of said 96.2 acre tract to United States Army Corps of Engineers concrete monument with brass cap stamped "E-165" found;

THENCE N 57°36'00" E, 560.75 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-164" found;

THENCE N 50°43'00" W, 450.77 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-163" found;

THENCE N 39°00'00" E, 775.14 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-162" found;

THENCE N 03°24'00" W, 265.60 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-161" found;

THENCE N 52°27'00" E, 300.13 feet continuing with the southerly line of said 96.2 acre tract to a 1/2" capped rebar set (MCADAMS);

THENCE N 14°45'00" E, 464.02 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-159" found;

THENCE N 67°15'00" E, 352.45 feet with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-158" found;

THENCE N 27°31'00" W, 14.14 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 55°13'20" E, 683.58 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 05°38'20" W, 596.52 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 23°29'10" E, 391.43 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 44°46'15" E, 167.96 feet to a 1/2" capped rebar set (MCADAMS) on the east line of said 1,129.061 acre tract, being on the west line of Lot 34X, Block G of Montalcino Estates, Phase 1, an addition to the Town of Flower Mound, Denton County, Texas, according to the record plat thereof recorded in Document Number 2013-37 of the Plat Records of Denton County, Texas;

THENCE S 00°11'20" E, with the east line of said 1129.061 acre tract and the west line of said Lot 34X, passing at 633.36 feet the most westerly northwest corner of Montalcino Estates, Phase 2, an addition to the Town of Flower Mound, Denton County, Texas, according to the record plat thereof recorded in Document Number 2018-355 of the Plat Records of Denton County, Texas, continuing with the west line thereof, passing at 2289.82 feet a 1/2" capped rebar found (G&A) at the southwest corner of Lot 24, Block E, of said Montalcino Estates, Phase 2, being the most westerly northwest corner of Lot 29X, Block E of said Montalcino Estates, Phase 1, continuing with the west line thereof a total distance of 3,706.68 feet to a 1/2" capped rebar found (G&A) at the most westerly southwest corner of said Lot 29X, being the northwest corner of Lot 20X, Block B of the aforesaid Pepper Creek Ranch Addition;

THENCE S 00°42'40" E, with the east line of said 1,129.061 acre tract and the west line of said Lot 20X, passing at 277.50 feet a 1/2" capped rebar found (G&A) at the most westerly southwest corner of said Lot 20X, being the most westerly northwest corner of Lot 3X, Block D of said Pepper Creek Ranch Addition (being a private roadway known as Bloomington Parkway), continuing with the west line of said Lot 3X, passing at 303.5 feet a 1/2" capped rebar found (G&A) at the most westerly southwest corner of said Lot 3X, being the most westerly northwest corner of the aforementioned Lot 28X, Block A of said Pepper Creek Ranch Addition, continuing with the west line of said Lot 28X a total distance of 2,421.33 feet to the

POINT OF BEGINNINGand containing approximately 148.008 acres of land.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, SUITE 1600
DALLAS, TEXAS 75226

FM 1171 DEVELOPMENT
ZONING EXHIBIT
THE TOWN OF FLOWER MOUND,
TEXAS 75022

REVISIONS

NO.	DATE	DESCRIPTION

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	PROJECT FILES\CONSERVATION DEVELOPMENT ZONING EXHIBIT.DWG
CHECKED BY	RR
DRAWN BY	MRB
SCALE	300 SCALE
DATE	06/09/2023

SHEET

ZONING EXHIBIT

ZE 01

DEVELOPMENT STANDARDS

Planned Development District - 196 (PD-196)
FM 1171 Conservation Development

The development on the property comprising approximately 148 acres of land within the corporate limits of the Town of Flower Mound (the "Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-196 shall be in accordance with the Town's *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES:

The following uses shall be the only uses permitted in the Planned Development District (PD-196).

1. Permitted Uses. The following uses shall be permitted in PD-196, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:

    a. Dwelling, single-family detached;
    b. Accessory use, general, subject to Section 98-972;
    c. Garage Sale, subject to Section 98-982;
    d. Home occupation, subject to Section 98-984;
    e. Model home;
    f. Swimming pool, private; subject to Section 98-996;

2. Specific Uses: No specific uses requiring the issuance of a specific use permit shall be permitted in PD-196, except:

    a. Accessory Dwelling, subject to section 98-983.

3. Temporary Uses. Only the following temporary uses may be permitted in PD-196 subject to the approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":

    a. Asphalt/concrete batch plant, temporary, subject to section 98-974
    b. Building material yard; and
    c. Field office, temporary

4. Accessory Uses shall be provided within Lot 23x, Block C as shown on the attached Concept Landscape Plan (Exhibit "D") and shall consist of the amenities listed below:

    a. Shade Structure:
        i. Size: 2,000 sq. ft. Maximum (each) and 500 sq. ft. Minimum (each).
        ii. Number: Maximum of 3 and Minimum of 1.
    b. Putting Green:
        i. Size: 5,000 sq. ft. Maximum (each) and 1,000 sq. ft. Minimum (each).
        ii. Number: Maximum of 2 and Minimum of 1.

c. Playground:
    i. Size: 6,000 sq. ft. Maximum (each) and 1,500 sq. ft. Minimum (each).
    ii. Number: Maximum of 3 and Minimum of 1.
d. Overlook:
    i. Size: 1,000 sq. ft. Maximum (each) and 250 sq. ft. Minimum (each).
    ii. Number: Maximum of 3 and Minimum of 1.
e. Passive Seating Area:
    i. Size: 500 sq. ft. Maximum (each) and 100 sq. ft. Minimum (each).
    ii. Number: Maximum of 5 and Minimum of 1.

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. PD-196 Residential Lot Standards:

    a. Minimum lot area per dwelling. The minimum lot area shall be 32,670 square feet, subject to section 98-1023;
    b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be 150 feet, subject to section 98-1024;
    c. Minimum front yard setback. The minimum front yard setback shall be 40 feet (40') subject to section 98-1026. The front yard building setback may increase to accommodate the minimum lot width on lots along curves and/or cul-de-sacs.
    d. Minimum side yard setback. The minimum side yard setback shall be 25 feet (25') except for Lot 5, Block A; Lot 9 and Lot 19, Block B; Lot 9, Block C; Lot 1, Lot 6, Lot 7, Lot 8, and Lot 9, Block D, shall be 20 feet (20'), subject to section 98-1027.
    e. Minimum rear yard setback. The minimum rear yard setback shall be 20 feet, subject to section 98-1028.
    f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,100 square feet.
    g. Maximum lot coverage. The maximum lot coverage shall be 35 percent (35%) for all uses, subject to section 98-1029;
    h. Maximum height. The maximum height of all buildings and structures shall be three (3) stories or 35 feet (35') for all uses, subject to section 98-1031;

2. The dimensional and area regulations shall not apply to common areas or lots owned by the homeowner's association for FM 1171 Conservation Development ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within PD-196.

1. There shall be a maximum density of one unit per two acres, which equates to 74 total residential lots.
2. A minimum of 25 percent of the lots must be at least one acre or 43,560 square feet in size.

D. SUPPLEMENTAL STANDARDS

1. The development of PD-196 is subject to the approved Environmental Protection Plan.
2. The development of PD-196 is subject to an Open Space Management Plan.

3. The homeowner or home builder may choose to install an ornamental metal fence on any residential lot that is adjacent to open space, or may choose to leave their property unfenced. If a pool is installed, a fence must be constructed either by the home builder or homeowner, in accordance with Town requirements.

4. As a Conservation Development, PD-196 shall have a minimum of 45 percent (45%) of the gross land area preserved as open space for the development as depicted in Exhibit "E" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "E" shall be managed. Open space shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, HOA, or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. The final Open Space Management Plan (OSMP) shall:

    a. Conform with Section 5 of Ordinance No. 54-22, the Cross Timbers Conservation Development District Area Plan (CTCDD).

    b. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.

    c. Be recorded in the deed records of Denton County, Texas as a restriction running with the land, with such recordation to occur simultaneously with recording of the first record plat.

    d. Substantially conform to the draft OSMP submitted to the Planning and Zoning Commission for consideration of the zoning application (PD-196) and identified as Exhibit "F."

5. A multi-use trail with a minimum width of 12 feet (12') shall be provided along FM 1171.

6. An equestrian trail with a minimum width of 15 feet (15') shall be provided along FM 1171.

7. All landscaping shall be in conformance with Exhibit "D," the Conceptual Landscape Plan.

8. Subdivision entry signage elements shall be rustic in nature, including natural elements to fit the character of the Cross Timbers Conservation Development District. Signage materials may include wood, metal, stone, or masonry elements. Entry walls shall have a wall height of no more than 12 feet (12'). Entry columns or tower elements may not exceed 12 feet (12') in height from the ground plan. If additional wall heights are required due to grading changes, walls must be terraced and incorporate landscape between the wall locations. Maximum sign face, or signage lettering, may not exceed 60 square feet. Entry signage walls may extend and transition out to scenic roadway fencing.

E. EXCEPTIONS and MODIFICATIONS

The following exceptions and modifications shall be granted with the approval of Planned Development District-196 (PD-196).

1. Topographical Slope Protection – Section 98-147
   An exception to Section 98-147, "Topographical slope protection," is granted. However, the developer shall provide drawings that illustrate the impact of the proposed Development on the natural topography and the manner by which the Development is integrated into, reflects, and maintains the overall integrity of the natural topography with subsequent record plat applications. In addition, the developer shall conform with the following requirements with subsequent Subdivision Site Plan or similar applications:

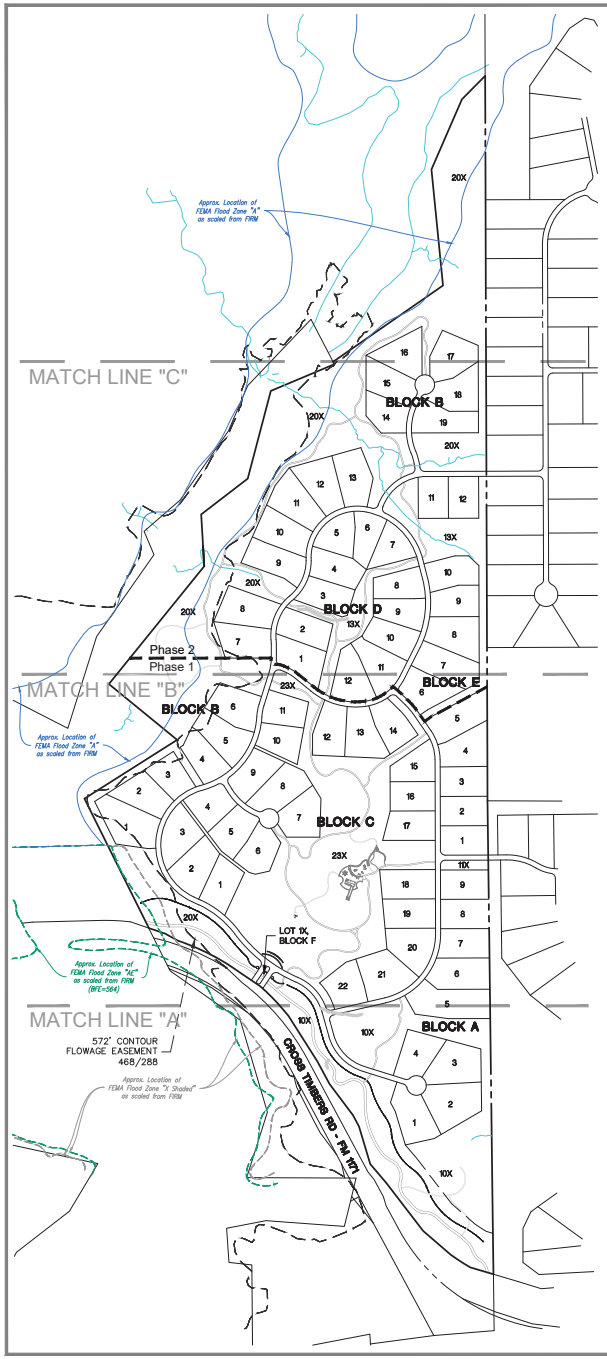
   a. The identification of those specific Best Management Practices ("BMPs") that will be used to maintain and responsibly integrate the Development into the natural topography together with an explanation regarding their use within the plans for such Development. The BMPs to be used shall include, but are not limited to, those BMPs found within the Town's Engineering Design and Construction Standards.

   b. While recognized as a potential BMP, the use of retaining walls should be kept to a minimum. Any retaining wall four feet (4') or greater in height shall be designed by a professional engineer licensed by the State of Texas. Retaining walls exceeding eight feet (8') in height are discouraged.

2. Scenic Buffer – Section 98-277
   An exception to Section 98-277, "Conservation development option and standards," is granted to allow the roadway to encroach into the 200' scenic buffer, but no residential lots shall be located within the 200 foot (200') scenic buffer.

3. Metal and masonry/brick are an allowable material for entry signage. However, metal may be utilized as an accent material only.

EXHIBIT "C" - CONCEPT PLAN

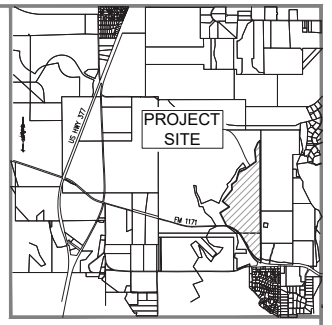


PROJECT DATA TABLE	
Gross Site Area:	148.008 A; 6,447,226 SF
Total Open Space:	70.21 A; 3,053,979 SF
	47.4% of Total Gross Area
Open Space Excluding PUDE & Floodway:	67.57 A; 2,943,455 SF
	45.6% of Total Gross Area
Right-of-way:	6.389 A; 278,290 SF
Proposed Lots:	
Residential	74
Open Space	5
X Lot	2
Total:	81
Smallest Residential Lot:	.754 A; 32,860 SF
Largest Residential Lot:	1.451 A; 63,184 SF
Average Residential Lot:	0.974 A; 42,427 SF
> 1 Acre Lots:	28 37.8%
< 1 Acre Lots:	46 62.2%

OPEN SPACE LOTS ARE X LOTS THAT MEET THE TOWNS CRITERIA TO BE COUNTED TOWARD THE OPEN SPACE NUMBER. X LOTS ARE LOTS THAT ARE OPEN SPACE BUT DO NOT MEET THE TOWNS CRITERIA TO BE COUNTED TOWARD THE OPEN SPACE TOTAL.

GENERAL NOTES:

1. PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAYS.
2. ALL "X" LOTS TO BE DEDICATED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
3. ENVIRONMENTAL PROTECTION PLAN IS REQUIRED.
4. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
5. AN OPEN SPACE MANAGEMENT PLAN IS REQUIRED.



VICINITY MAP SCALE: 1"=3000'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 60°53'15" W	71.35'
L2	N 71°12'15" W	88.03'

Zoning Standard	Existing: Agricultural	Proposed:
Minimum Lot Area	87,120 sq. ft	32,670 sq. ft
Minimum Lot Width	200 ft	150 ft.
Minimum Floor Area	1,800 sq. ft.	2,100 sq. ft.
Minimum Front Yard	40 ft.	40 ft.
Minimum Side Yard	25 ft.	25 ft./20 ft.
Minimum Rear Yard	20 ft.	20 ft.
Maximum Lot Coverage	25%	35%
Max Height (stories/ft.)	3/35 ft.	3/35 ft.

* Lots that requesting side setback modification are Block A Lot 5, Block B Lot 9, Lot 19, Block C Lot 9, Block D Lot 1, Lot 6, Lot 7, Lot 8, and Lot 9.

MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conservation Development District
Urban Design Plan	Cross Timbers Conservation Development District
Parks and Trail	12' multi-use trail along F.M. 1171, 15' equestrian easement along F.M. 1171
Open Space Plan	Cross Timbers Conservation Development District
Thoroughfare Plan	F.M. 1171 – Major (Principal) Arterial : 120' ROW
Water Plan	20" Master planned water line along north side of F.M. 1171
Wastewater Plan	Cross Timbers Conservation Development District Town sewer not available.

OPEN SPACE CALCULATIONS:

OPEN SPACE IN X LOTS NOT INCLUDING FLOODWAY OR ALL PUDE

HOA LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	ACRES
10X	BLOCK A	630,517	14.475
20X	BLOCK B	1,387,672	31.857
23X	BLOCK C	695,737	15.972
13X	BLOCK D	85,081	1.953
13X	BLOCK E	144,448	3.316
TOTAL:		2,943,455 SF;	67.57 A

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK A	46,589	1.070
2	BLOCK A	56,467	1.296
3	BLOCK A	50,836	1.167
4	BLOCK A	40,860	0.938
5	BLOCK A	62,124	1.426
6	BLOCK A	47,837	1.098
7	BLOCK A	38,178	0.876
8	BLOCK A	37,042	0.850
9	BLOCK A	36,837	0.846
10X	BLOCK A	662,061	15.199
11X	BLOCK A	12,099	0.278

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK B	56,345	1.293
2	BLOCK B	41,901	0.962
3	BLOCK B	32,943	0.756
4	BLOCK B	37,703	0.866
5	BLOCK B	45,848	1.053
6	BLOCK B	44,284	1.017
7	BLOCK B	43,770	1.005
8	BLOCK B	47,486	1.090
9	BLOCK B	44,805	1.029
10	BLOCK B	44,102	1.012
11	BLOCK B	47,918	1.100
12	BLOCK B	46,797	1.074
13	BLOCK B	44,914	1.031
14	BLOCK B	34,606	0.794
15	BLOCK B	40,863	0.938
16	BLOCK B	40,861	0.938
17	BLOCK B	44,657	1.025
18	BLOCK B	43,616	1.001
19	BLOCK B	43,764	1.005
20X	BLOCK B	1447,306	33.226

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK C	38,560	0.885
2	BLOCK C	45,612	1.047
3	BLOCK C	42,992	0.987
4	BLOCK C	37,102	0.852
5	BLOCK C	39,297	0.902
6	BLOCK C	38,034	0.873
7	BLOCK C	42,687	0.980
8	BLOCK C	45,115	1.036
9	BLOCK C	38,815	0.891
10	BLOCK C	36,038	0.827
11	BLOCK C	33,904	0.778
12	BLOCK C	41,227	0.946
13	BLOCK C	43,935	1.009
14	BLOCK C	37,820	0.868
15	BLOCK C	35,218	0.809
16	BLOCK C	34,500	0.792
17	BLOCK C	37,566	0.862
18	BLOCK C	40,511	0.930
19	BLOCK C	39,976	0.918
20	BLOCK C	45,460	1.044

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
21	BLOCK C	48,963	1.124
22	BLOCK C	38,190	0.877
23X	BLOCK C	735,681	16.889

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK D	41,077	0.943
2	BLOCK D	39,439	0.905
3	BLOCK D	37,851	0.869
4	BLOCK D	39,701	0.911
5	BLOCK D	34,173	0.784
6	BLOCK D	32,929	0.756
7	BLOCK D	32,860	0.754
8	BLOCK D	35,205	0.808
9	BLOCK D	34,517	0.792
10	BLOCK D	38,122	0.875
11	BLOCK D	43,707	1.003
12	BLOCK D	43,626	1.002
13X	BLOCK D	88,086	2.022

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK E	36,437	0.836
2	BLOCK E	36,325	0.834
3	BLOCK E	36,712	0.843
4	BLOCK E	42,542	0.977
5	BLOCK E	47,825	1.098
6	BLOCK E	42,208	0.969
7	BLOCK E	48,871	1.122
8	BLOCK E	48,954	1.124
9	BLOCK E	37,292	0.856
10	BLOCK E	38,932	0.894
11	BLOCK E	32,982	0.757
12	BLOCK E	33,200	0.762
13X	BLOCK E	160,384	3.682

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1X	BLOCK F	1,979	0.045

BLOCK ANALYSIS		
BLOCK	SQUARE FEET	ACRES
A	1090,930	25.044
B	2274,488	52.215
C	1617,204	37.126
D	541,293	12.426
E	642,665	14.754
F	1,979	0.045
ROW	278,290	6.389
OVERALL SITE	6,447,226	148.008

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SURVEYOR

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EMAIL: JSTOWELL@MCADAMSCO.COM

ZONING CONCEPT PLAN
FM 1171 CONSERVATION DEVELOPMENT

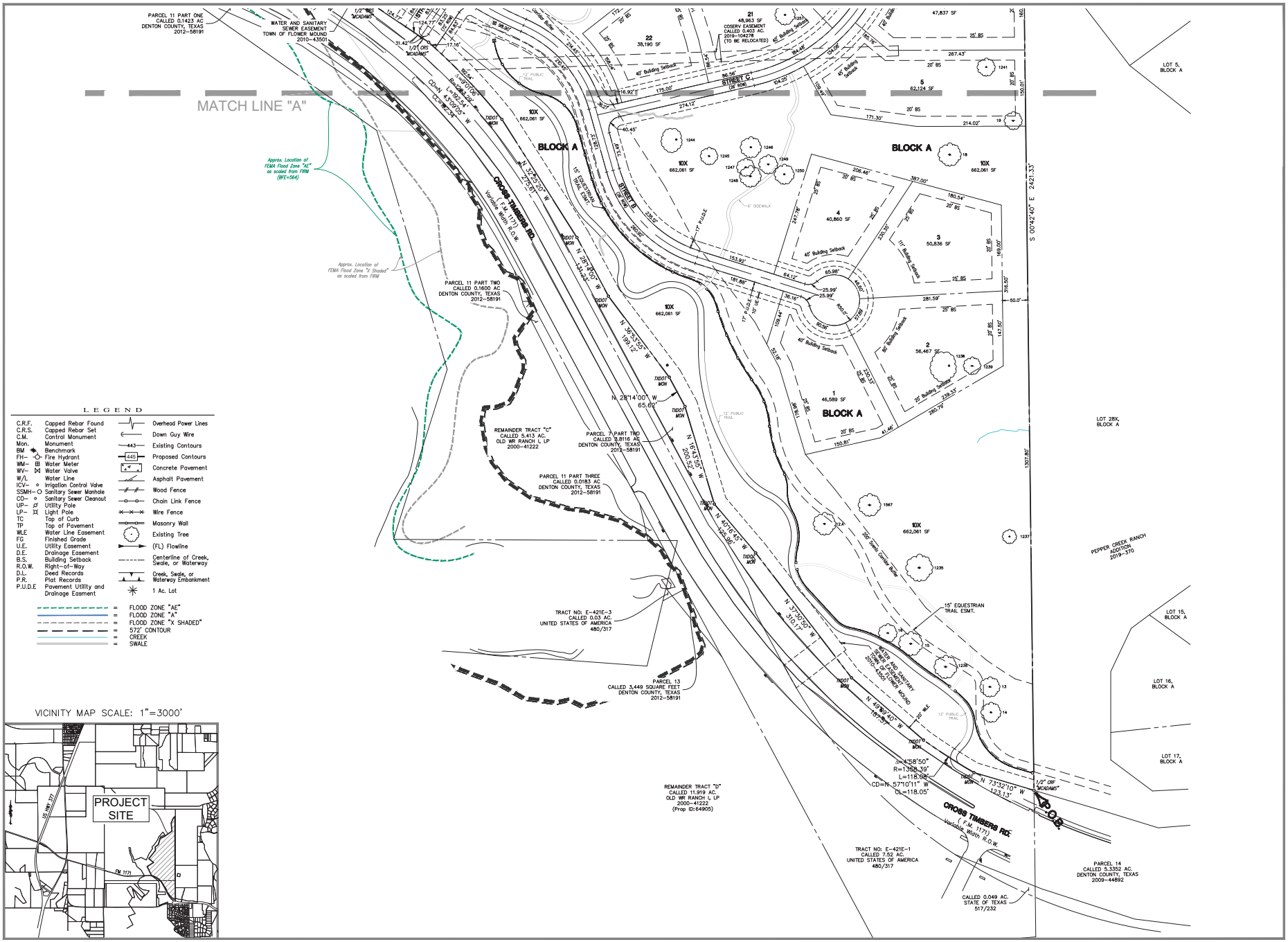
LOTS 1-9 & 10X-11X, BLOCK A, LOTS 1-19 & 20X, BLOCK B, LOTS 1-22 & 23X, BLOCK C, LOTS 1-12 & 13X, BLOCK D, LOTS 1-12 & 13X, BLOCK E, AND LOT 1X, BLOCK F, 148.008 ACRES

B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 187
JAMES C. MMCGOWAN AND C. G. PITCOCK SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002 ZONING CONCEPT PLAN
CHECKED BY	RR & JP
DRAWN BY	BC
SCALE	1"=300'
DATE	06/09/2023

GRAPHIC SCALE
0 150 300 600
1 inch = 300 ft.



LEGEND

C.R.F.	Capped Rebar Found		Overhead Power Lines
C.R.S.	Capped Rebar Set		Down Guy Wire
C.M.	Control Monument	443	Existing Contours
Mon.	Monument		Proposed Contours
BM	Benchmark		Concrete Pavement
FH	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		1 Ac. Lot
TP	Top of Pavement		
W.L.E	Water Line Easement		
FG	Finished Grade		
U.E.	Utility Easement		
D.E.	Drainage Easement		
B.S.	Building Setback		
R.O.W.	Right-of-Way		
D.L.	Deed Records		
P.R.	Plat Records		
P.U.D.E	Pavement Utility and Drainage Easment		

= FLOOD ZONE "AE"
= FLOOD ZONE "A"
= FLOOD ZONE "X SHADED"
= 572' CONTOUR
= CREEK
= SWALE

VICINITY MAP SCALE: 1"=3000'

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PROJECT INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002 ZONING CONCEPT PLAN
CHECKED BY	RR & JP
DRAWN BY	BC
SCALE	1"=80'
DATE	06/09/2023

GRAPHIC SCALE
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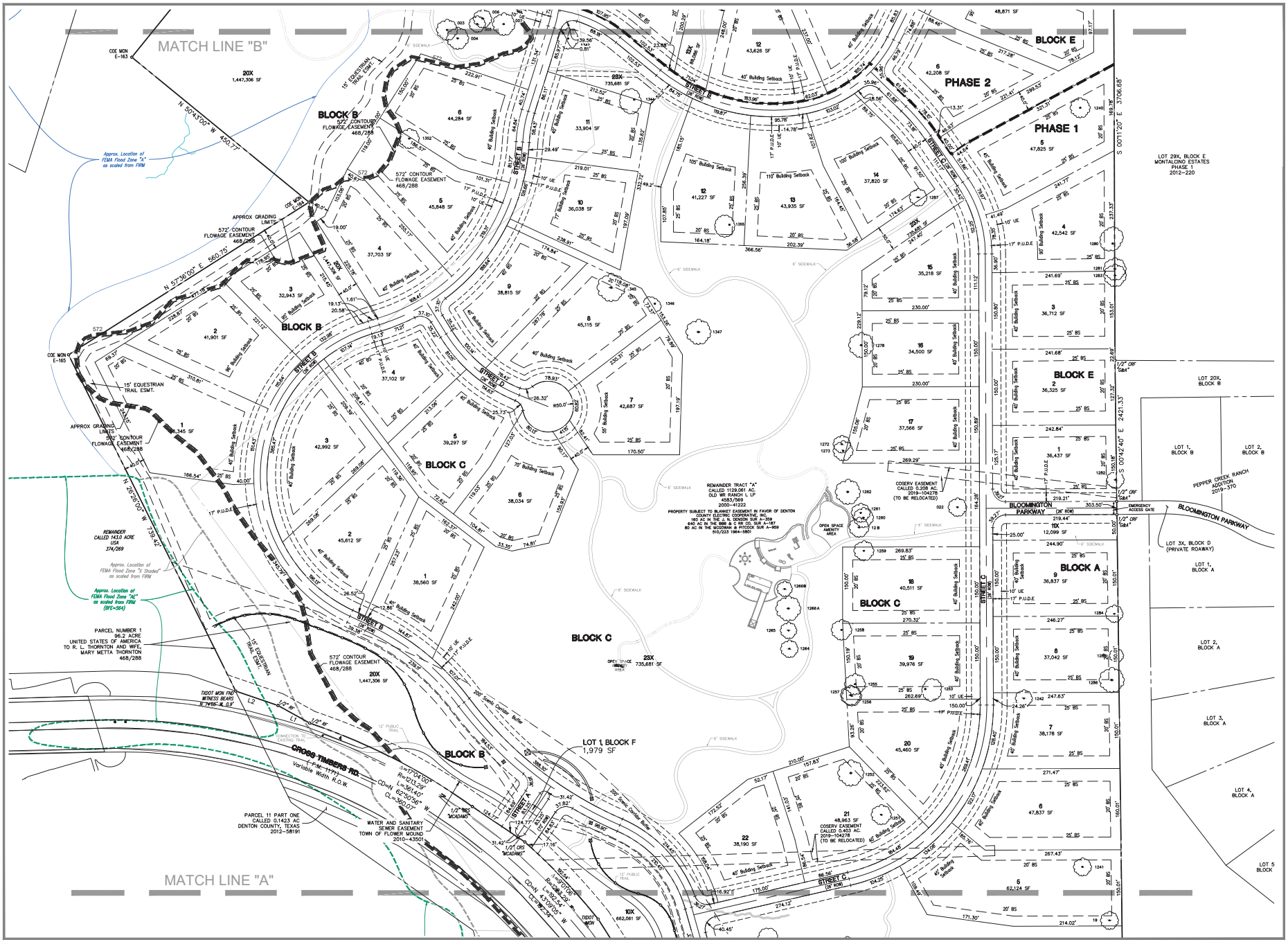

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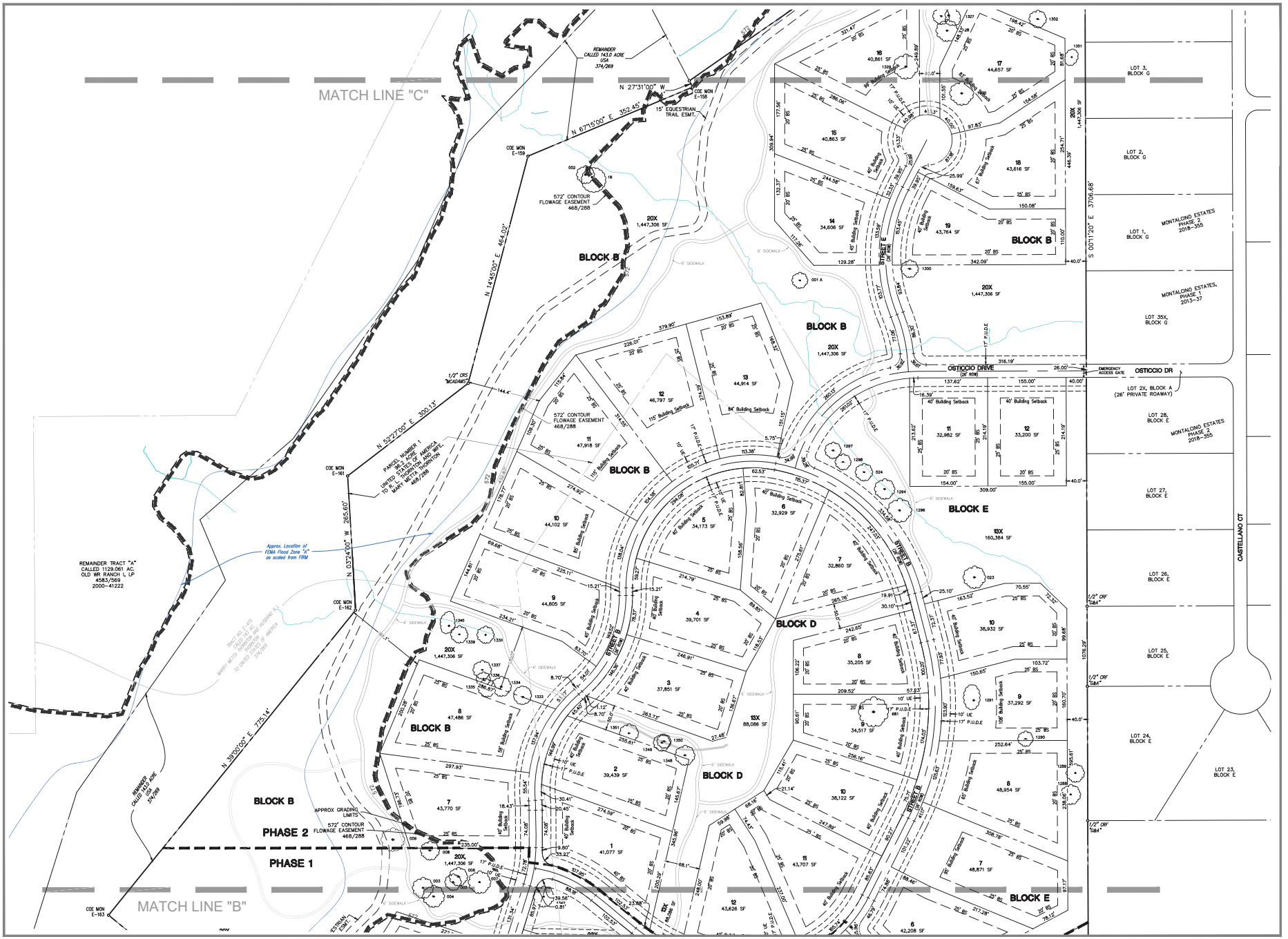

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LEGAL DESCRIPTION

148.008 ACRES

BEING all that certain lot, tract or parcel of land situated in the Buffalo Bayou, Brazos and Colorado Railroad Survey, Abstract Number 187 and the James C. McGowan and C. G. Pitcock Survey, Abstract Number 959, Town of Flower Mound, Denton County, Texas, and being part of that certain called 1,129.061 acre tract of land described as Tract "A" in deed in favor of Old WR Ranch I, L.P., recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (G&A) on the east line of said 1,129.601 acre tract, said point being the southwest corner of Lot 28X, Block A of Pepper Creek Ranch Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the Record Plat thereof recorded in Document Number 2019-370 of the Plat Records of Denton County, Texas, and being the most easterly northeast corner of that certain called 3.8116 acre tract of land described as Parcel 7 Part 2 in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, and being the northwest corner of that certain called 5.3352 acre tract of land described as Parcel 14 in deed in favor of Denton County, Texas, recorded in Document Number 2009-44892 of the Real Property Records of Denton County, Texas and being on the north line of F.M. 1171 as evidenced by said deeds to Denton County, Texas, from which the most southerly and easterly southeast corner of said 1,129.601 acre tract bears S 00°42'40" E, 210.5 feet;

THENCE N 73°32'10" W, 123.13 feet with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found (TXDOT MON);

THENCE continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract with the arc of a non-tangent curve to the right having a radius of 1,358.39 feet, a central angle of 04°58'50" and an arc length of 118.08 feet whose chord bears N 57°10'11" W, 118.05 feet to a Texas Department of Transportation monument found;

THENCE N 49°09'40" W, 187.57 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 37°30'50" W, 310.17 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 40°16'45" W, 125.96 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 16°43'55" W, 200.52 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 28°14'00" W, 65.62 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 36°53'55" W, 199.12 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 28°14'00" W, 131.23 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE N 32°25'20" W, 275.61 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found;

THENCE continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract with the arc of a non-tangent curve to the left having a radius of 1,223.29 feet, a central angle of 09°49'20" and an arc length of 209.71 feet whose chord bears N 43°33'12" W, 209.45 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 55°58'50" W, 124.77 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a 1/2" capped rebar set (MCADAMS);

THENCE continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract with the arc of a non-tangent curve to the left having a radius of 1,213.29 feet, a central angle of 17°04'00" and an arc length of 361.40 feet whose chord bears N 62°50'56" W, 360.07 feet to a 1/2" rebar found;

THENCE N 60°53'15" W, 71.35 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a 1/2" rebar found;

THENCE N 71°12'15" W, 88.03 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to the most westerly northwest corner of said 3.8116 acre tract, being on the southerly line of that certain called 96.2 acre tract of land described as Parcel Number 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas, from which a Texas Department of Transportation monument found for witness bears N 74°05' W, 0.9 feet;

THENCE N 26°26'00" W, 739.42 feet with the southerly line of said 96.2 acre tract to United States Army Corps of Engineers concrete monument with brass cap stamped "E-165" found;

THENCE N 57°36'00" E, 560.75 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-164" found;

THENCE N 50°43'00" W, 450.77 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-163" found;

THENCE N 39°00'00" E, 775.14 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-162" found;

THENCE N 03°24'00" W, 265.60 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-161" found;

THENCE N 52°27'00" E, 300.13 feet continuing with the southerly line of said 96.2 acre tract to a 1/2" capped rebar set (MCADAMS);

THENCE N 14°45'00" E, 464.02 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-159" found;

THENCE N 67°15'00" E, 352.45 feet with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-158" found;

THENCE N 27°31'00" W, 14.14 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 55°13'20" E, 683.58 feet to a 1/2" capped rebar set (MCADAMS);

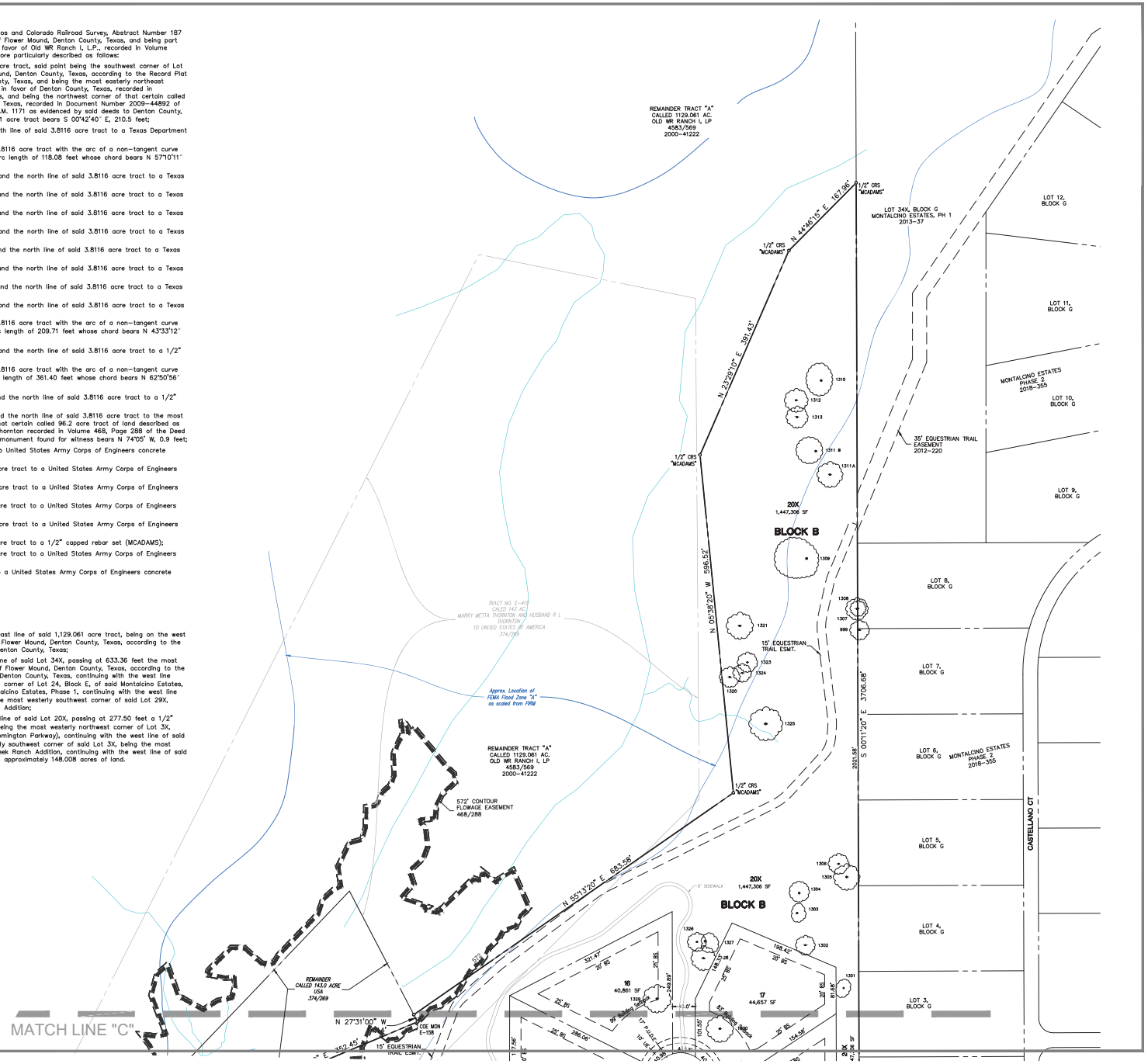
THENCE N 05°38'20" W, 596.52 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 23°29'10" E, 391.43 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 44°46'15" E, 167.96 feet to a 1/2" capped rebar set (MCADAMS) on the east line of said 1,129.061 acre tract, being on the west line of Lot 34X, Block G of Montalcino Estates, Phase 1, an addition to the Town of Flower Mound, Denton County, Texas, according to the record plat thereof recorded in Document Number 2013-37 of the Plat Records of Denton County, Texas;

THENCE S 00°11'20" E, with the east line of said 1129.061 acre tract and the west line of said Lot 34X, passing at 633.36 feet the most westerly northwest corner of Montalcino Estates, Phase 2, an addition to the Town of Flower Mound, Denton County, Texas, according to the record plat thereof recorded in Document Number 2018-355 of the Plat Records of Denton County, Texas, continuing with the west line thereof, passing at 2289.82 feet a 1/2" capped rebar found (G&A) at the southwest corner of Lot 24, Block E, of said Montalcino Estates, Phase 2, being the most westerly northwest corner of Lot 29X, Block E of said Montalcino Estates, Phase 1, continuing with the west line thereof a total distance of 3,706.68 feet to a 1/2" capped rebar found (G&A) at the most westerly southwest corner of said Lot 29X, being the northwest corner of Lot 20X, Block B of the aforesaid Pepper Creek Ranch Addition;

THENCE S 00°42'40" E, with the east line of said 1,129.061 acre tract and the west line of said Lot 20X, passing at 277.50 feet a 1/2" capped rebar found (G&A) at the most westerly southwest corner of said Lot 20X, being the most westerly northwest corner of Lot 3X, Block D of said Pepper Creek Ranch Addition (being a private roadway known as Bloomington Parkway), continuing with the west line of said Lot 3X, passing at 303.5 feet a 1/2" capped rebar found (G&A) at the most westerly southwest corner of said Lot 3X, being the most westerly northwest corner of the aforementioned Lot 28X, Block A of said Pepper Creek Ranch Addition, continuing with the west line of said Lot 28X a total distance of 2,421.33 feet to the POINT OF BEGINNING and containing approximately 148.008 acres of land.



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FM 1171 CONSERVATION DEVELOPMENT

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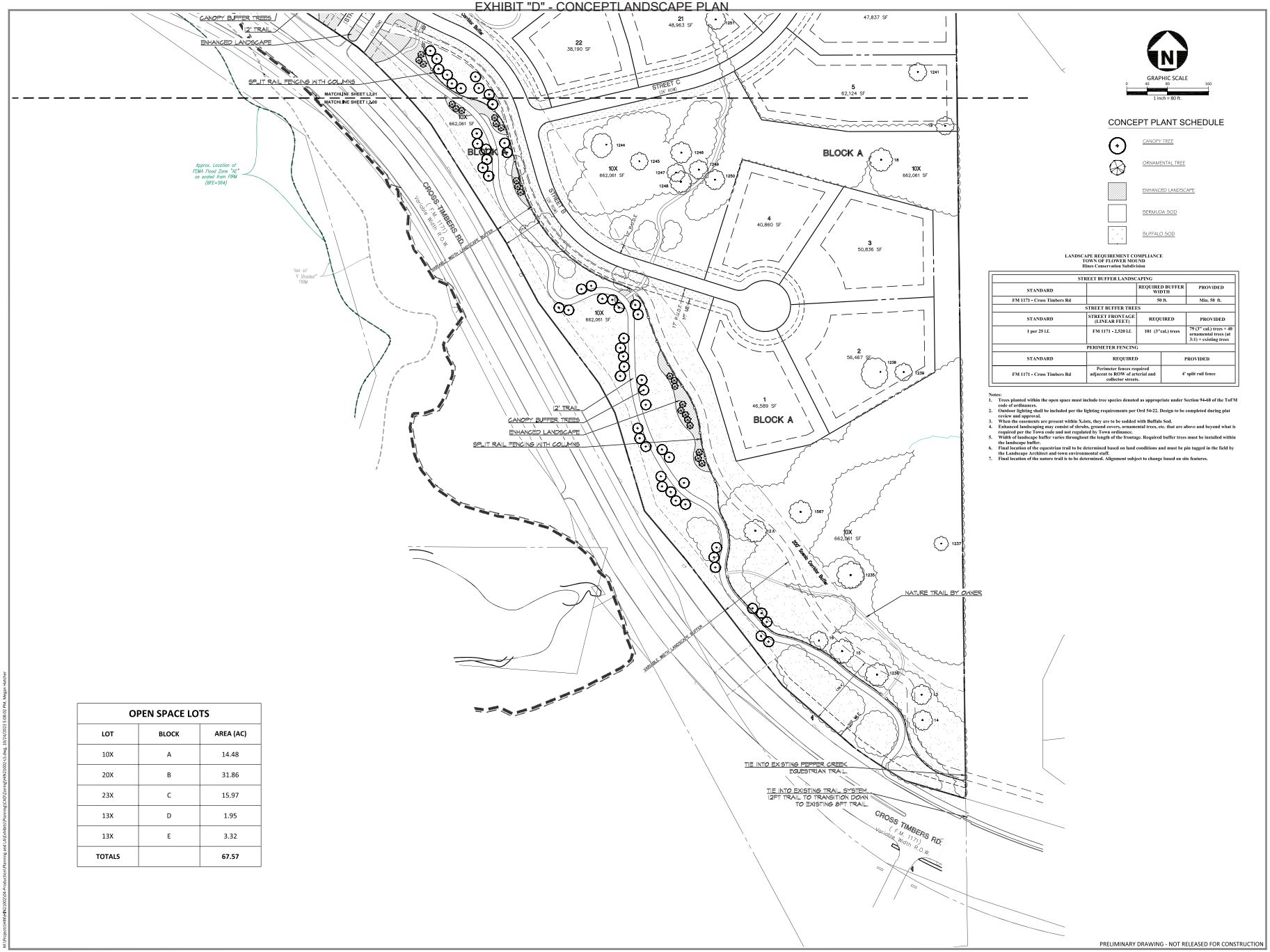
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002 ZONING CONCEPT PLAN
CHECKED BY	RR & JP
DRAWN BY	BC
SCALE	1"=80'
DATE	06/09/2023

GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

EXHIBIT "D" - CONCEPTLANDSCAPE PLAN



GRAPHIC SCALE
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CONCEPT PLANT SCHEDULE

- CANOPY TREE
- ORNAMENTAL TREE
- ENHANCED LANDSCAPE
- BERMUDA SOD
- BUFFALO SOD

LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Hines Conservation Subdivision

STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
FM 1171 - Cross Timbers Rd		50 ft.	Min. 50 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 25 LF.	FM 1171 - 2,520 LF.	101 (3"cal.) trees	79 (3" cal.) trees + 40 ornamental trees (at 3:1) + existing trees
PERIMETER FENCING			
STANDARD	REQUIRED		PROVIDED
FM 1171 - Cross Timbers Rd	Perimeter fences required adjacent to ROW of arterial and collector streets.		4' split rail fence

Notes:
1. Trees planted within the open space must include tree species denoted as appropriate under Section 94-68 of the ToFM code of ordinances.
2. Outdoor lighting shall be included per the lighting requirements per Ord 54-22. Design to be completed during plat review and approval.
3. Where the easements are present within X-lots, they are to be sodded with Buffalo Sod.
4. Enhanced landscaping may consist of shrubs, ground covers, ornamental trees, etc. that are above and beyond what is required per the Town code and not regulated by Town ordinance.
5. Width of landscape buffer varies throughout the length of the frontage. Required buffer trees must be installed within the landscape buffer.
6. Final location of the equestrian trail to be determined based on land conditions and must be pin tagged in the field by the Landscape Architect and town environmental staff.
7. Final location of the nature trail is to be determined. Alignment subject to change based on site features.

OPEN SPACE LOTS		
LOT	BLOCK	AREA (AC)
10X	A	14.48
20X	B	31.86
23X	C	15.97
13X	D	1.95
13X	E	3.32
TOTALS		67.57

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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FM 1171 CONSERVATION SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PYNE
2825
STATE OF TEXAS

10/24/2023

REVISIONS

NO.	DATE	DESCRIPTION

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-LS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

CONCEPT LANDSCAPE PLAN

L2.00

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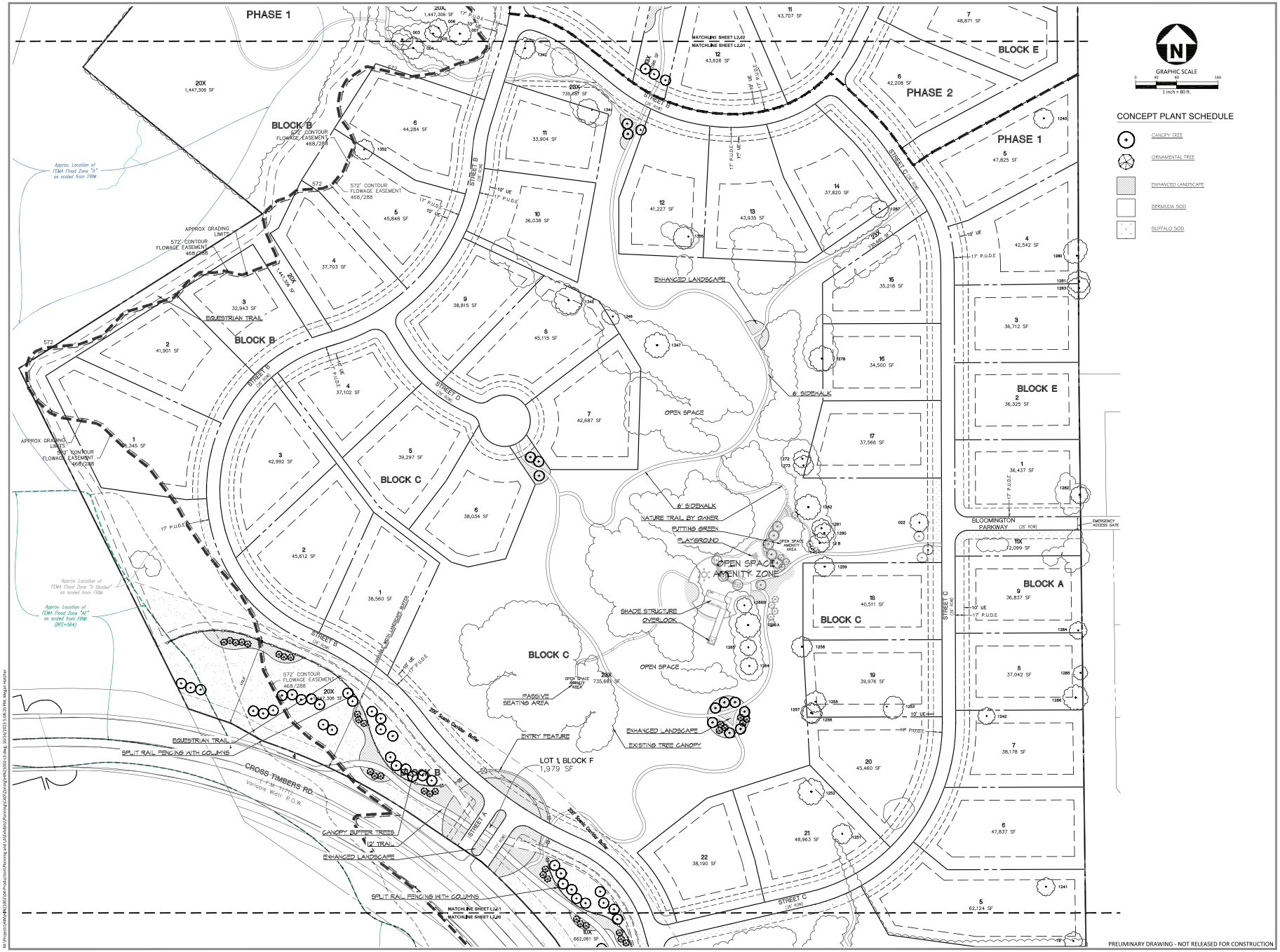

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DENTON COUNTY, TEXAS

REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PYRON
2825
STATE OF TEXAS
10/24/2023

REVISIONS

NO.	DATE	DESCRIPTION

PLAN INFORMATION

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CHECKED BY	XXX
DRAWN BY	MAH
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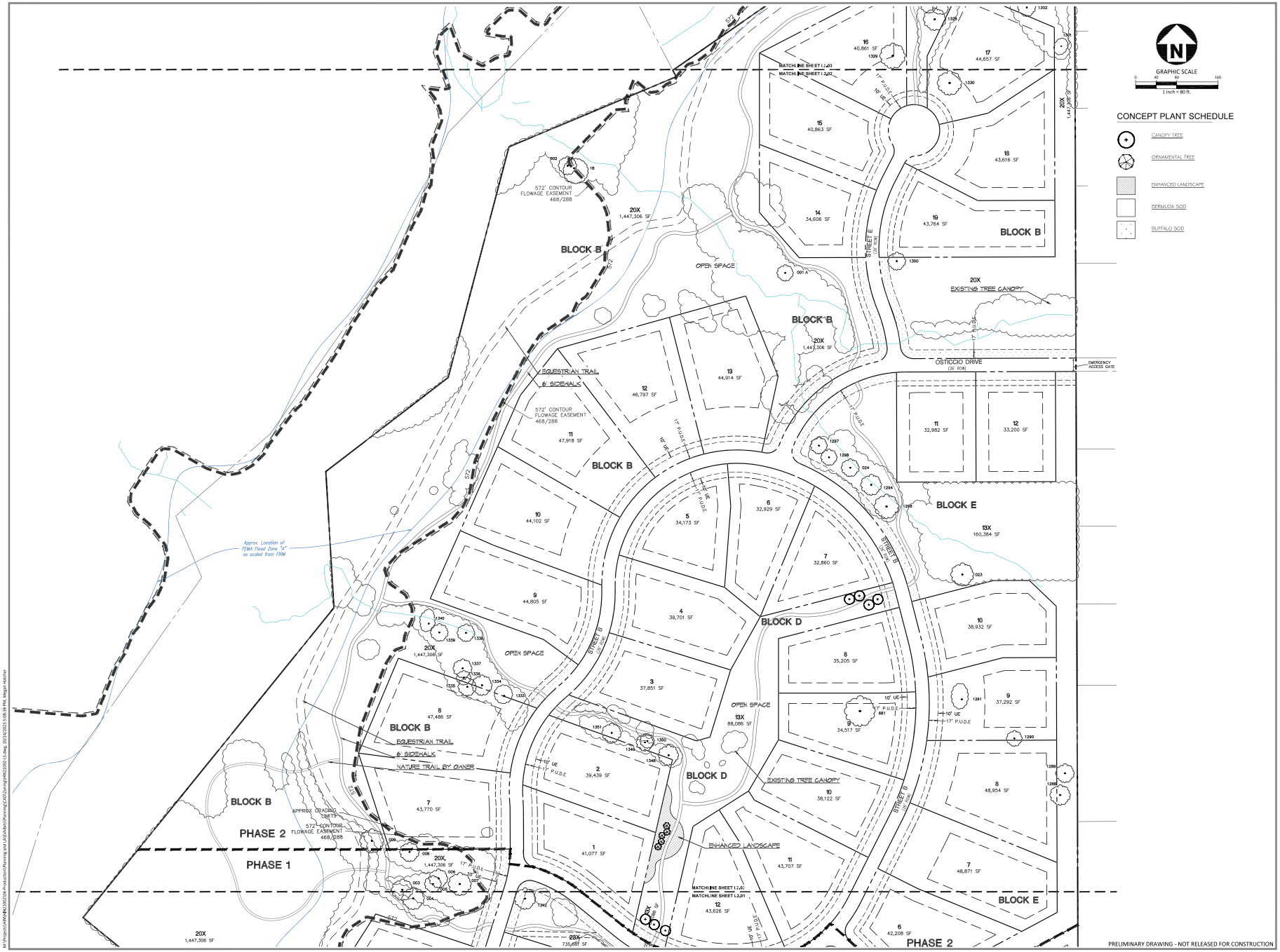
DATE	10. 09. 2023

SHEET

CONCEPT LANDSCAPE PLAN

L2.01



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DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PYRON
2825
STATE OF TEXAS

10/24/2023

REVISIONS

NO.	DATE	DESCRIPTION

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-LS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

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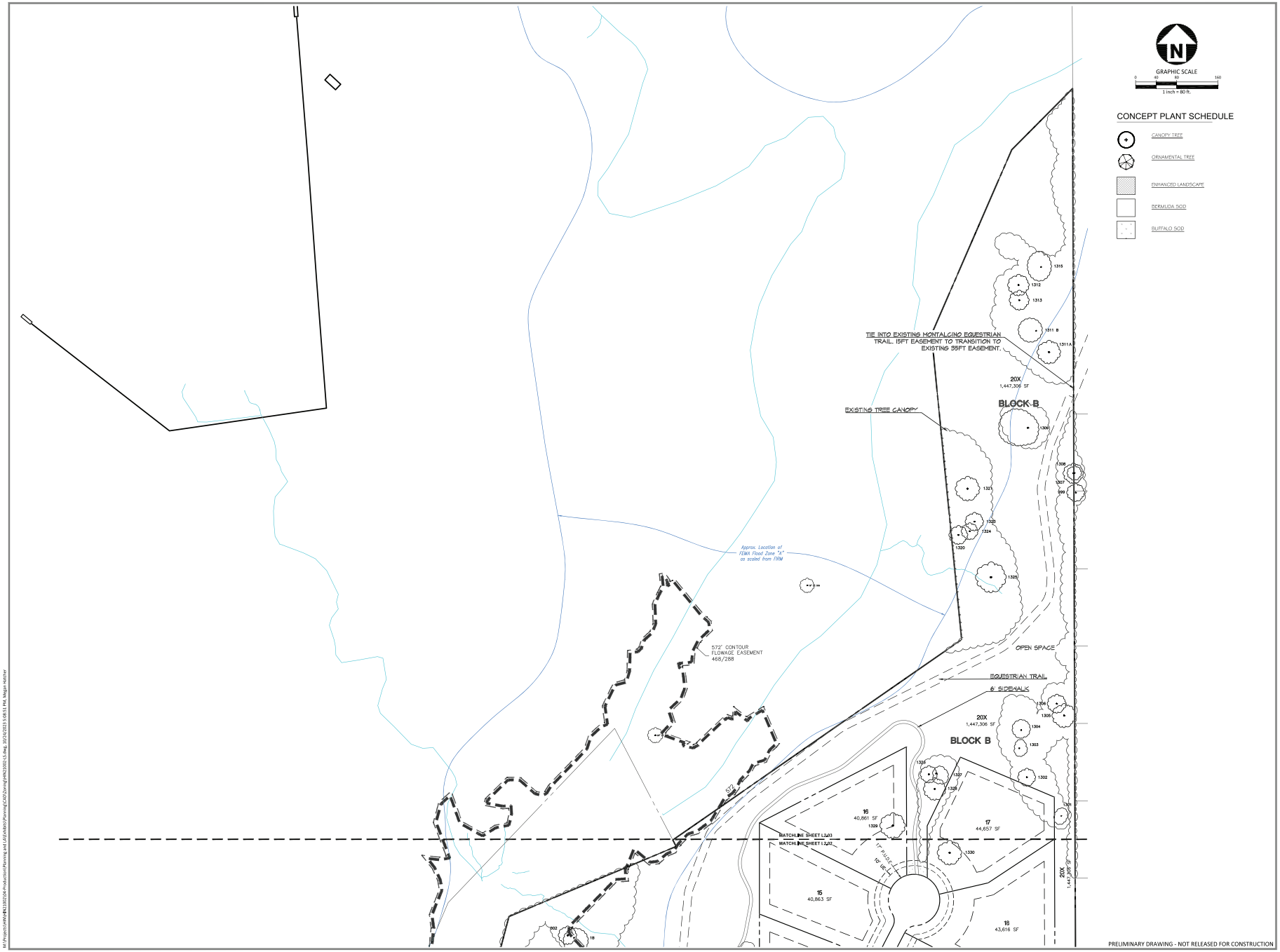
CONCEPT LANDSCAPE PLAN

L2.02



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CONCEPT LANDSCAPE PLAN

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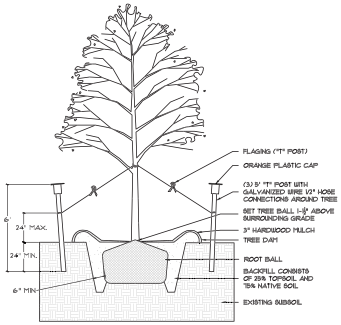
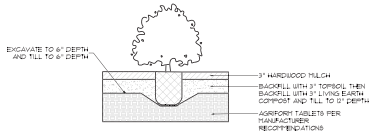
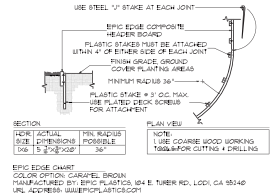


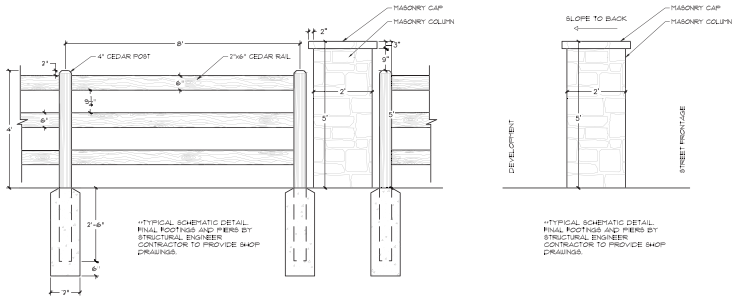
1. TREE STAKING DETAIL
1/4"=1'



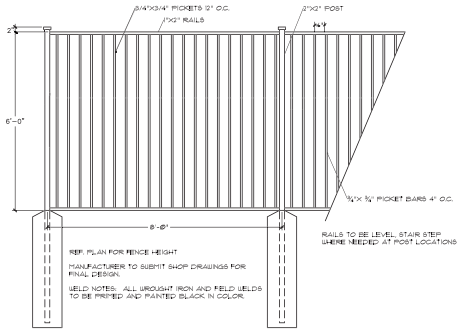
2. SHRUB PLANTING DETAIL
1/2"=1'



3. CEDAR SPLIT RAIL FENCE HEADER BOARD
NTS



4. CEDAR SPLIT RAIL FENCE & MASONRY COLUMN DETAIL
1/2"=1'



5. 6' ORNAMENTAL FENCE
1/2"=1'

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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DENTON COUNTY, TEXAS

REGISTERED LANDSCAPE ARCHITECT — JAMESON P. PYRON — 2825 — STATE OF TEXAS
10/24/2023

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SCALE	-
DATE	10. 09. 2023

SHEET

CONCEPT LANDSCAPE DETAILS

L2.04

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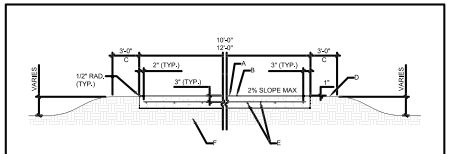


CONCRETE TRAIL SECTION

GENERAL NOTES:

1. GRADE TRAIL WITH DRAINAGE SWALES ON BOTH SIDES AND DIVERT FLOWS UNDER TRAIL SECTIONS WITH PVC WHEN NEEDED. DO NOT GRADE TRAIL OR LOCATE TRAIL IN SITUATIONS THAT IT WILL RECEIVE FLOWS OVER THE TRAIL.
2. THE MATERIALS AND WORKMANSHIP FOR CONCRETE PAVING SHALL BE IN ACCORDANCE WITH N.C.T.C.O.G. SPECIFICATIONS AS MODIFIED BY THE TOWN OF FLOWER MOUND.
3. CONSTRUCTION JOINT SPACING SHALL BE WIDTH OF TRAIL.
4. CONSTRUCTION JOINTS AT LOCATIONS WHERE TRAIL AND WALL ARE MONOLITHIC SHALL HAVE THE JOINT CONTINUOUS ACROSS THE TRAIL, TOP OF WALL, AND FACE OF WALL.
5. DO NOT ASSUME A CUT AND FILL BALANCE. INSTALL TRAIL ALONG EXISTING GRADE WHEREVER POSSIBLE. CREATE DRAINAGE SWALES AND CONDUIT UNDER TRAIL WHEN NECESSARY TO AVOID DRAINING OVER THE TRAIL. HOLD TO 2% CROSS SLOPE FOR DRAINAGE AND NO MORE THAN 5% SLOPE ALONG TRAIL ALIGNMENT.

CONSTRUCTION NOTES:

A. 5 1/2" THICK 3600 PSI CONCRETE TRAIL
B. HEAVY BROOM FINISH
C. RESEED ALL DISTURBED AREA WITH APPROPRIATE SEASONAL GRASS
D. FINISH GRADE
E. #3 BARS 1'-6" O.C. (MAX.) BOTH WAYS
F. COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

DOWELED EXPANSION JOINTS

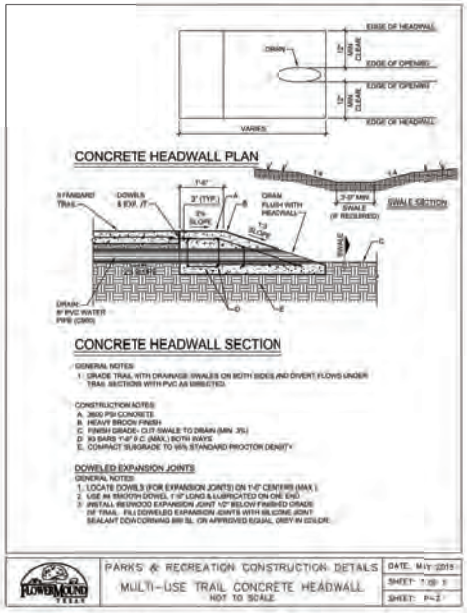
GENERAL NOTES:

1. LOCATE DOWELED EXPANSION JOINTS ON 30'-0" CENTERS (MAX.).
2. USE #4 SMOOTH DOWEL 1'-6" LONG & LUBRICATED ON ONE END. FOUR PER JOINT @ 1'-0" O.C. WITH CAP.
3. INSTALL REDWOOD EXPANSION JOINT 1/2" BELOW FINISHED GRADE OF TRAIL. FILL DOWELED EXPANSION JOINTS WITH SILICONE JOINT SEALANT DOW CORNING 890 SL, OR APPROVED EQUAL, GREY IN COLOR.

PARKS & RECREATION CONSTRUCTION DETAILS 12'-0" WIDE MULTI-USE CONCRETE TRAIL NOT TO SCALE	DATE: AUG 2022 SHEET: 1 OF 1 SHEET: P-1

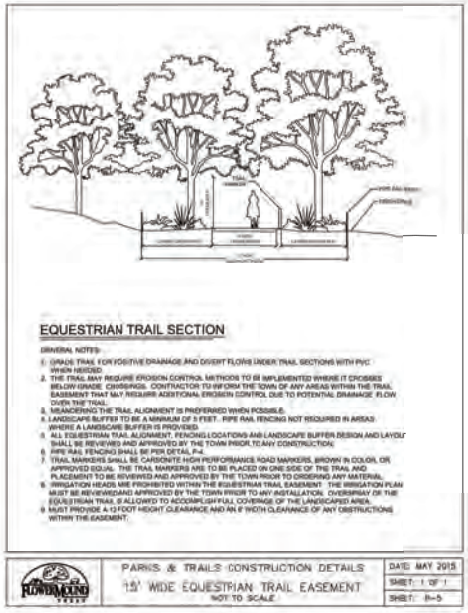
*NOTE: All newly constructed multi-use trails should be a minimum of 12' in width, unless there are existing ROW constraints, then 10' may be considered.

1. MULTI-USE CONCRETE TRAIL
NTS



PARKS & RECREATION CONSTRUCTION DETAILS MULTI-USE TRAIL CONCRETE HEADWALL NOT TO SCALE	DATE: MAY 2015 SHEET: P-2

2. MULTI-USE TRAIL CONCRETE HEADWALL
NTS



PARKS & TRAILS CONSTRUCTION DETAILS 15' WIDE EQUESTRIAN TRAIL EASEMENT NOT TO SCALE	DATE: MAY 2015 SHEET: 1 OF 1 SHEET: P-5

3. 15' WIDE EQUESTRIAN TRAIL EASEMENT
NTS

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TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PYNN
2825
STATE OF TEXAS
10/24/2023

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SHEET

CONCEPT LANDSCAPE DETAILS

L2.05

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EXHIBIT "E" - OPEN SPACE PLAN

LEGEND

- ZONE A - WOODED NATURAL OPEN SPACE
- ZONE B - NATIVE OPEN SPACE
- ZONE C - TRANSITION OPEN SPACE
- ZONE D - ESTATE OPEN SPACE
- UPLAND WOODED HABITAT
- EXISTING TREE CANOPY
- CREEK OR STREAM
- ECO-FRINGE BUFFER
- 20 FT OFFSET INTO ECO-FRINGE BUFFER
- BAR DITCH AREA WITHIN OPEN SPACE
- LESS BAR DITCH AREA WITHIN OPEN SPACE
- P.U.D.E. AREAS

OPEN SPACE CALCULATIONS		
OPEN SPACE CATEGORIES	AREA (AC)	PERCENTAGE
WOODED NATURAL OPEN SPACE	27.66	18.7%
NATIVE OPEN SPACE	18.30	12.4%
TRANSITION OPEN SPACE	15.36	10.4%
ESTATE OPEN SPACE	6.25	4.2%
TOTAL OPEN SPACE	**67.57**	**45.7%**

Notes:
1. Parkland acreage required for this development equals 2.49 ac. The acreage of the active park designed on site equals 0.62 ac. (+/- 10%).
2. Areas within the floodway are to remain in their natural state.

OPEN SPACE LOTS		
LOT	BLOCK	AREA (AC)
10X	A	14.48
20X	B	31.86
23X	C	15.97
13X	D	1.95
13X	E	3.32
TOTALS		**67.57**

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DENTON COUNTY, TEXAS

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JAMESON B PARKER
2826
STATE OF TEXAS
10/24/2023

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DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

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OPEN SPACE PLAN

L3.00

Page 105 of 143

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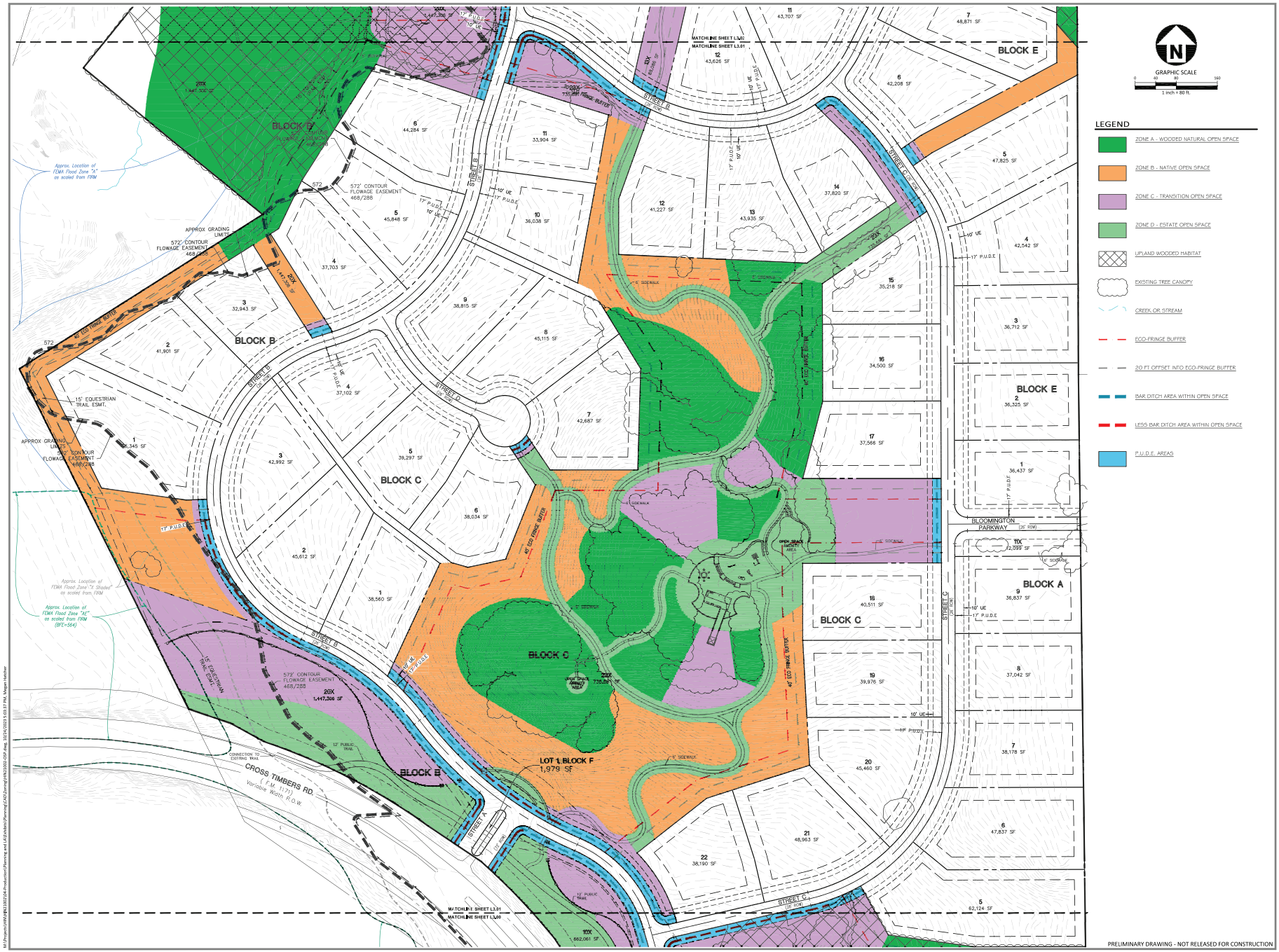

GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

LEGEND

- ZONE A - WOODED NATURAL OPEN SPACE
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REGISTERED LANDSCAPE ARCHITECT
JAMESON B. PRUITT
2826
STATE OF TEXAS
10/24/2023

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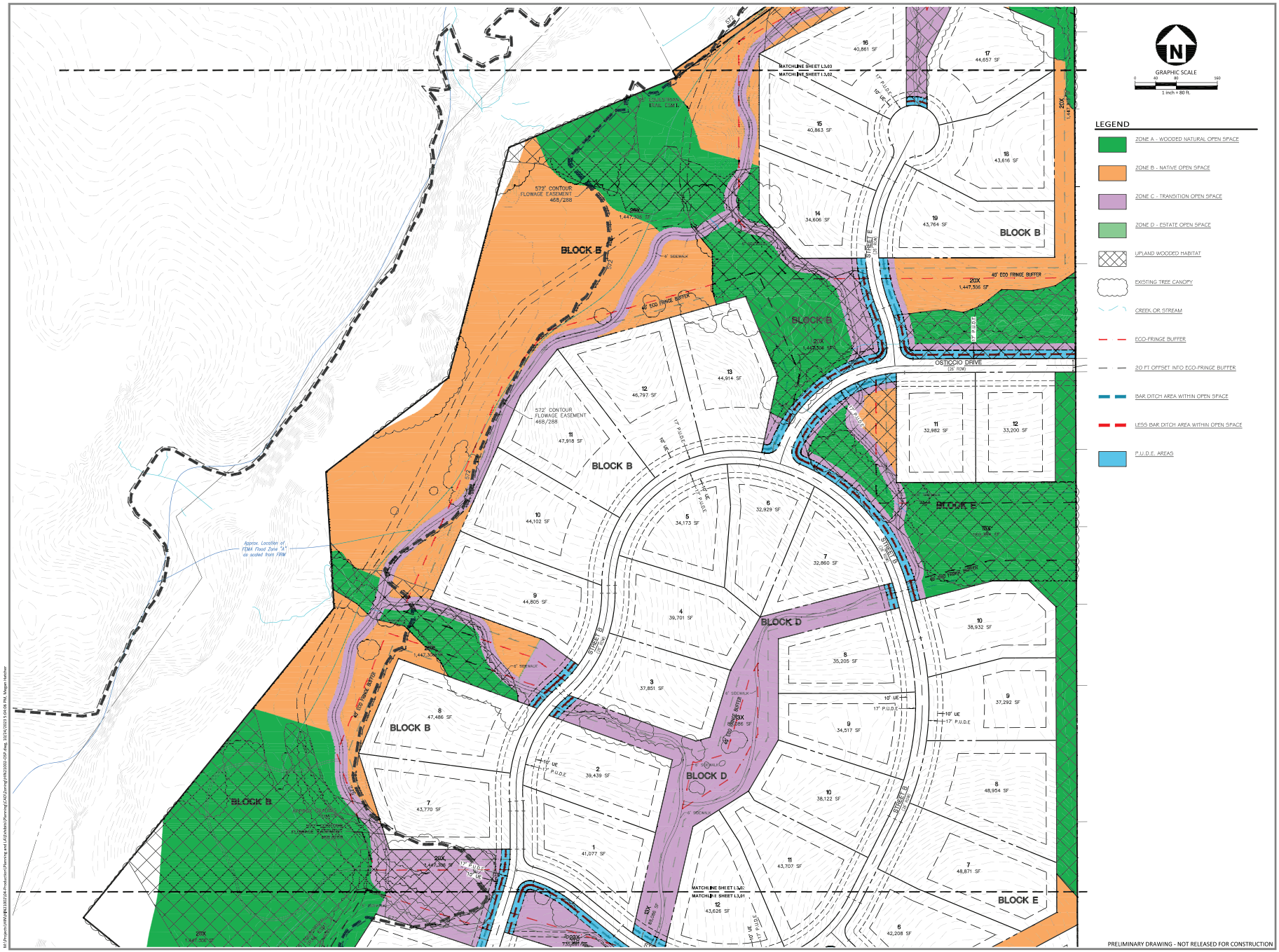
OPEN SPACE PLAN

L3.01



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OPEN SPACE PLAN

L3.02

Page 107 of 143

OPEN SPACE MANAGEMENT PLAN
Planned Development District 196 - (PD-196)
FM 1171 Conservation Development

Maintenance of Common Areas:

The Hines Conservation Subdivision has dedicated **67.57 acres** as open space, which is equivalent to **45.7%** of the gross land acreage.

The open space is divided into different classifications according to its present state or its intended or future uses. All Open Space Common Areas are to be conveyed to the Homeowners Association (HOA) by the Developer. The HOA will be established by the Developer as a Nonprofit Corporation. The members will be the Hines Conservation Subdivision Lot owners with one (1) vote for each Lot owner in all matters. A Board of Directors will be elected by the homeowners to manage and oversee the business and all other matters of the HOA, including the conservation requirements of the Town.

The structure and guidelines for the HOA will be defined by the Dedications and Restrictions (Deed Restrictions), which will be recorded by the Developer after the Final Plat is approved, as required by the Town. The Covenants Conditions and Restrictions shall set forth all enforcement guidelines.

The maintenance and management of the Common Areas will be the responsibility of the HOA Board of Directors. The Common Areas and their care will be as follows:

1. **Zone A – Wooded Natural Open Space**
    a. Description:
        i. Wooded areas with tree coverage ranging from 25-100%.
        ii. Wooded open space areas may include steep slopes, riparian habitat, and upland wooded habitat.
        iii. Wooded open space areas are comprised of approximately 27.66 acres.
    b. Maintenance:
        i. This open space will remain primarily in its natural state with all wildlife habitats virtually undisturbed.
        ii. Limited clearing and maintenance shall be performed to accommodate improvements within this open space to preserve habitats.
        iii. Limited grading may be performed to install passive amenities, including but not limited to decomposed granite trails, sidewalks, infrastructure, equestrian trails or seating areas.
        iv. Heavily treed areas will be under the supervision of an ISA certified arborist or certified forester, retained by the Developer and/or the HOA
        v. Eco-fringe (40’ max) buffer within this zone may be maintained regularly to a maximum depth of 20’ from a residential lot line.
    c. Uses:
        i. In coordination with the native open space, the wooded open space areas will contribute to the rural vistas and may be used for hiking, wildlife observation, and other passive recreation.

2. **Zone B – Native Open Space**
    a. Description:
        i. Open space within the development that lacks significant tree cover. They are not a part of the ancient Cross Timbers habitat, and therefore do not need to be maintained as they are. The plan is to over-seed and maintain the meadows with native grasses and wildflowers, which will be part of the scenic country vistas along FM 1171 and some of the interior open spaces.
        ii. Native open space areas are comprised of approximately 18.30 acres.
    b. Maintenance:
        i. Grading may be performed to install passive amenities, including but not limited to decomposed granite trails, sidewalks, infrastructure, equestrian trails or seating areas.
        ii. Bramble sprouts and under growth may be controlled by cultivation or herbicide.
        iii. Natural prairie open space will be mowed twice a year during June 15th-30th and November 1st-15th. Mow height shall not remove plant material lower than 8". Mowing may not occur during the blooming cycle.
        iv. Natural prairie open space will over-seeded with native grasses in the spring and wildflowers in the spring or fall depending on species until such time that the wildflowers and native grasses will replace existing Bermuda grass.
        v. Eco-fringe (40' max) buffer within this zone may be maintained regularly to a maximum depth of 20' from a residential lot line.
    c. Uses:
        i. Scenic views are a significant function for the meadows, and may be used for passive recreation

3. **Zone C – Transition Open Space**
    a. Description:
        i. Transition open space may be located adjacent to lots, within landscape buffers, and within trail connections.
        ii. Semi-manicured open space areas comprised of approximately 15.36 acres.
    b. Maintenance:
        i. Open space area to be maintained quarterly.
        ii. Tree canopy areas may be limbed up to and clearing of understory plant material including saplings up to 4" in diameter is allowed.
        iii. All easements are to be planted or maintained with native vegetation. Bar ditches within X-lots are to be sodded with Buffalo sod.
    c. Uses:
        i. Eco-fringe (40' max) buffer within this zone may be maintained regularly to a maximum depth of 20' from a residential lot line.

4. **Zone D – Estate Open Space**

a. Description:
    i. Open space located along streets, adjacent to trails, within landscape buffers, between lots, and within trail connections in open space areas.
    ii. Estate open space areas comprised of approximately 6.25 acres.
b. Maintenance:
    i. Open space are to be maintained bi-weekly. Regular mowing as needed per seasonal grass growth.
    ii. Tree canopy areas may be limbed up to and clearing of understory plant material including saplings up to 4" in diameter is allowed.
    iii. Edge between Bermuda grass and native grasses to be maintained by herbicidal or mechanical means
    iv. All easements are to be planted or maintained with native vegetation. Bar ditches within X-lots are to be sodded with Buffalo sod.
    v. Supervision and maintenance of culverts
c. Uses:
    i. Pedestrian access throughout the open space for the residents and guest
    ii. Private parks and amenities
    iii. Drainage and utilities

5. Zone E – P.U.D.E.

a. Description:
    i. Open space located adjacent to the street ROW and identified on the plans.
    ii. P.U.D.E. areas are comprised of approximately 2.63 acres.
b. Maintenance:
    i. Open space are to be maintained bi-weekly. Regular mowing as needed per seasonal grass growth.
    ii. All easements are to be planted or maintained with native vegetation. Bar ditches within X-lots are to be sodded with Buffalo sod.
c. Uses:
    i. Drainage and utilities

The objective for all areas is to establish a program - which will be embraced by the members of the HOA - to restore the native settings of the meadows, and woodlands, and maintenance of grasslands and then be subject to an ongoing Conservation Program.

The husbandry by the HOA will provide an environment which will be much more than isolated and forgotten woodlands, and meadows, but rather a natural habitat to be preserved, protected and enjoyed by all. Native grasses and wildflowers shall come from species within the Native American Seed company mixes – "Blackland Prairie Mix", "Shade-Friendly Grass Mix", and "Native Texas Mix" are all potential options. Grasslands are the enjoyment of use by residents.

Prohibited activities include but are not limited to the removal of protected trees within the open space unless otherwise allowed by town ordinance, burning, dumping or illegal activities as listed in the Town of Flower Mound's Code of Ordinances.

All open space areas shall be supervised by the Conservation Committee appointed by the HOA Board of Directors. The Conservation Committee will be under the supervision of an ISA certified arborist, certified forester, or by an environmental scientist or biologist to be retained by the HOA. The Conservation Committee will fulfill the conservation covenants as provided in the deed restrictions.

The HOA will be required to go before the ToFM Environmental Conservation Commission (ECC) annually to present an update on the state of the open space areas within this development.

Please refer to the open space plan, the environmental protection plan (EPP), and the Planned Development – 196 (PD-196) for additional clarification.

LEGEND

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- ZONE D - ESTATE OPEN SPACE
- UPLAND WOODED HABITAT
- EXISTING TREE CANOPY
- CREEK OR STREAM
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- 20 FT OFFSET INTO ECO-FRINGE BUFFER
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OPEN SPACE CALCULATIONS		
OPEN SPACE CATEGORIES	AREA (AC)	PERCENTAGE
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TOTAL OPEN SPACE	**67.57**	**45.7%**

Notes:
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2. Areas within the floodway are to remain in their natural state.

OPEN SPACE LOTS		
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TOTALS		**67.57**

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SHEET

OPEN SPACE PLAN

L3.00

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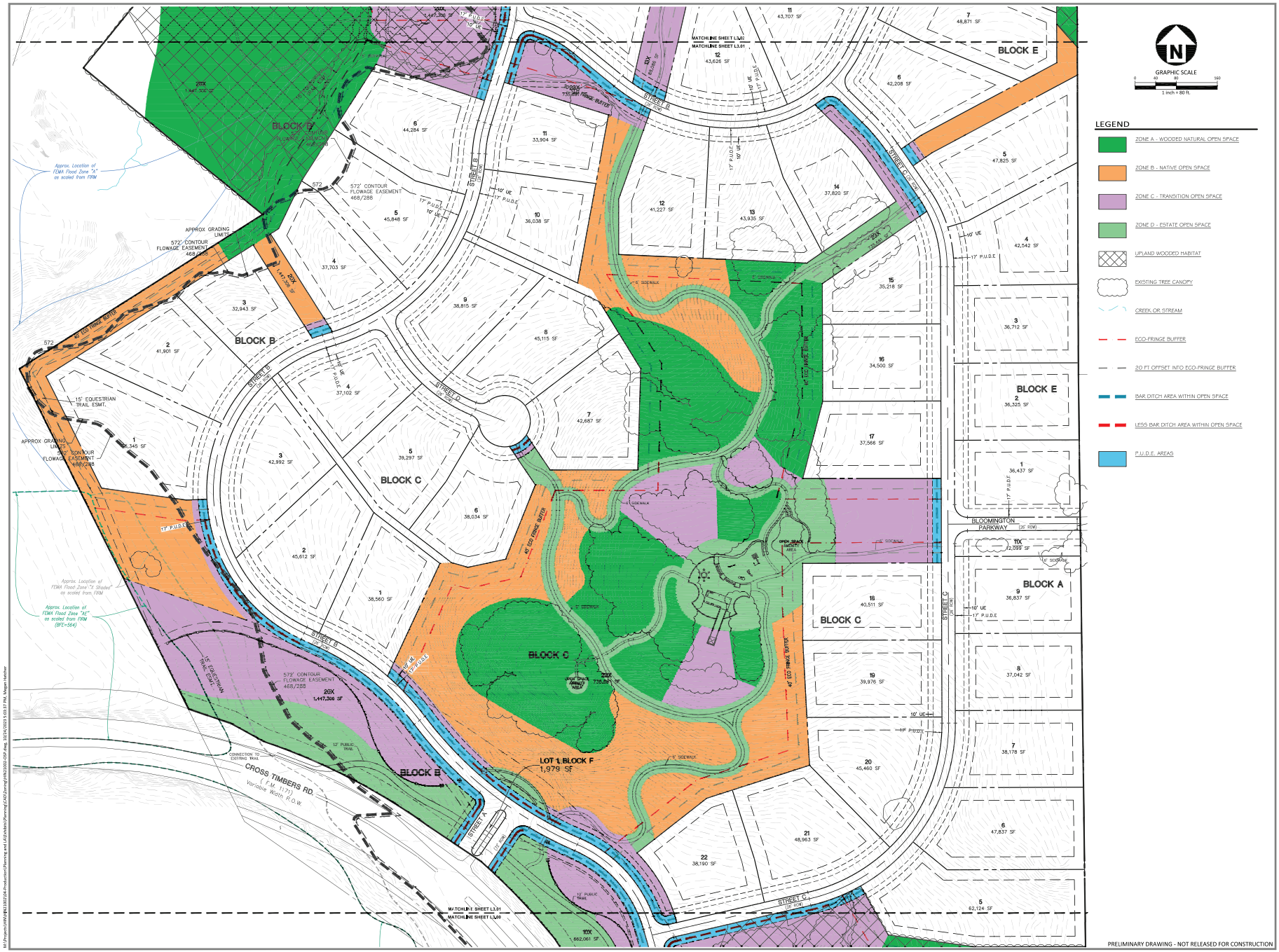

LEGEND

- ZONE A - WOODED NATURAL OPEN SPACE
- ZONE B - NATIVE OPEN SPACE
- ZONE C - TRANSITION OPEN SPACE
- ZONE D - ESTATE OPEN SPACE
- UPLAND WOODED HABITAT
- EXISTING TREE CANOPY
- CREEK OR STREAM
- ECO-FRINGE BUFFER
- 20 FT OFFSET INTO ECO-FRINGE BUFFER
- BAR DITCH AREA WITHIN OPEN SPACE
- LESS BAR DITCH AREA WITHIN OPEN SPACE
- P.U.D.E. AREAS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

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DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

REGISTERED LANDSCAPE ARCHITECT
JAMESON B. PHILLIPS
2826
STATE OF TEXAS
10/24/2023

REVISIONS

NO.	DATE	DESCRIPTION

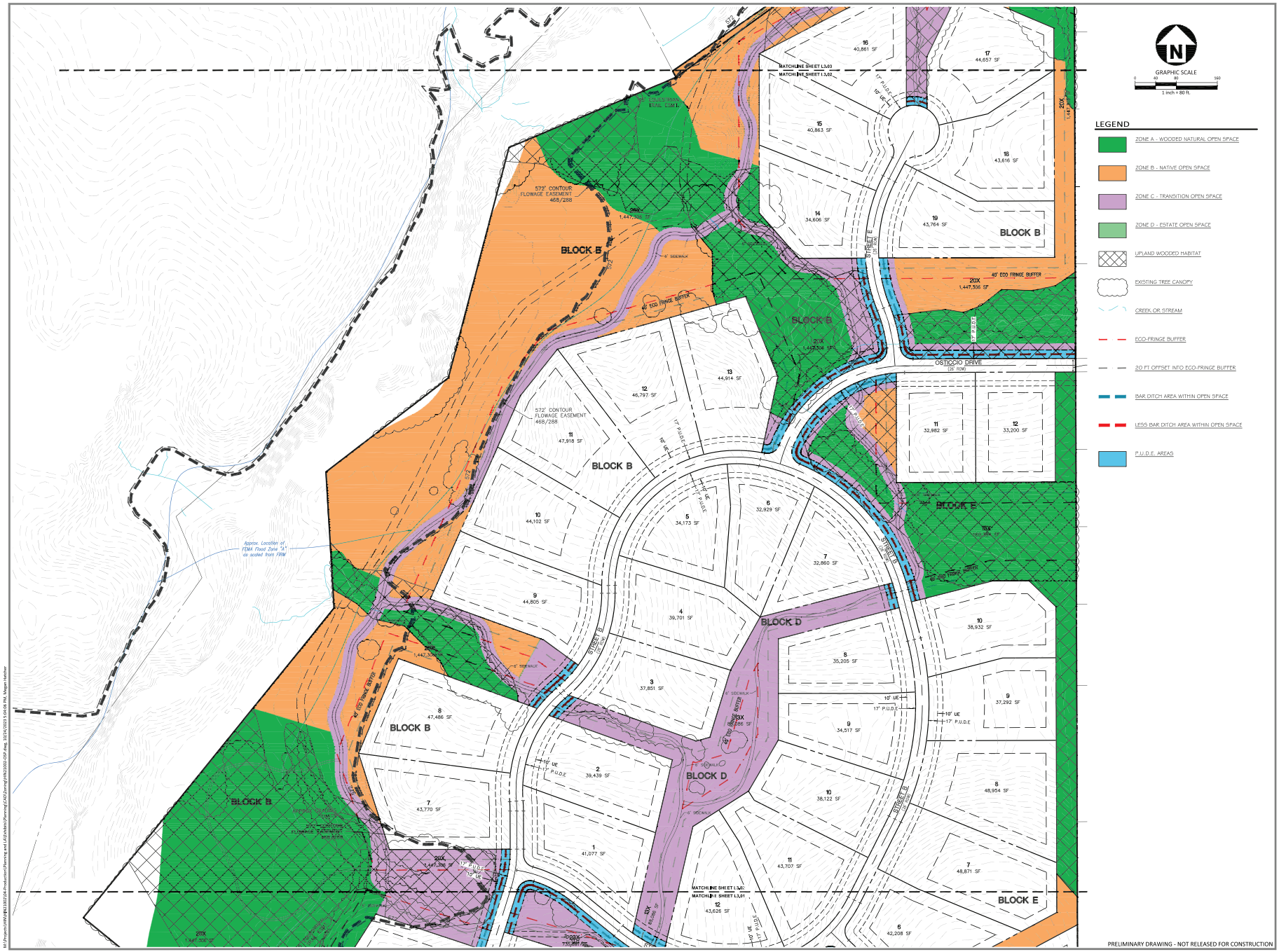
PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

OPEN SPACE PLAN

L3.01



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TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

REGISTERED LANDSCAPE ARCHITECT
JAMESON B PARKER
2826
STATE OF TEXAS

10/24/2023

REVISIONS

NO.	DATE	DESCRIPTION

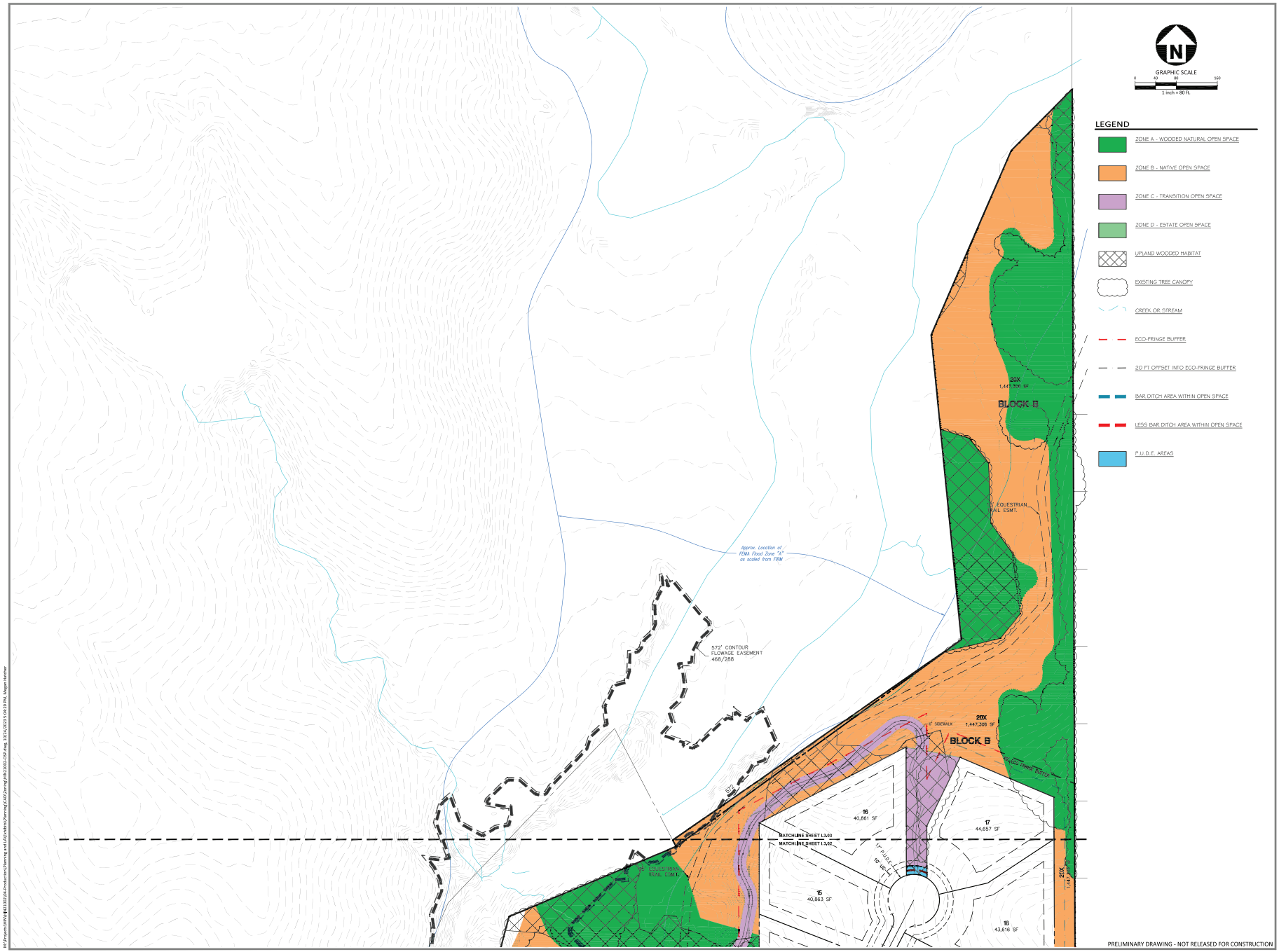
PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

OPEN SPACE PLAN

L3.02



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REGISTERED LANDSCAPE ARCHITECT
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2826
STATE OF TEXAS

10/24/2023

REVISIONS

NO.	DATE	DESCRIPTION

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

OPEN SPACE PLAN

L3.03

Page 116 of 143

EXHIBIT B-4
AGRICULTURE DISTRICT ZONING REGULATIONS
FOR APPROXIMATELY 5-ACRE AND 11.5-ACRE TRACTS

DIVISION 3. A, AGRICULTURAL DISTRICT, CONSERVATION DISTRICT, AND RURAL DEVELOPMENT[1]

Sec. 98-271. Purpose and intent.

The A agricultural district is designed primarily for agricultural uses and for single-family detached development. It is intended for areas designated as "rural residential" land use or within the "Cross Timbers Conservation Development District" area on the land use map of the comprehensive master plan, as amended. In addition to the use and area regulations of this division, development in the A agricultural district must be in compliance with all other applicable provisions of this chapter.

(Code 1989, ch. 12, § 3.08(a); Ord. No. 11-00, § 2, 2-17-2000; Ord. No. 54-22 , § 2, 11-7-2022)

Sec. 98-272. Permitted uses.

The following uses shall be permitted in the A agricultural district, subject to compliance with any applicable conditions and all other provisions of this chapter:

Accessory use, general, subject to section 98-972

College or university

Community center, public

Convent or monastery

Country club, private, subject to section 98-978

Crop agriculture

Day camp for children

Day care home

Dwelling, single-family detached

Fire station

Food truck, accessory, subject to section 98-991

Fruit and vegetable stand, subject to section 98-981

Garage sale, subject to section 98-982

Golf course, public

[1]Editor's note(s)—Ord. No. 40-02, § 1, adopted July 15, 2002, amended the title of div. 3 to read as set out herein. The former title read "A Agricultural District and Conservation Development".

Cross reference(s)—Animals, ch. 6.

Greenhouse, wholesale

Home occupation, subject to section 98-984

Keeping of livestock or poultry, subject to section 98-985

Local utility line

Model home, subject to section 98-1000

Park or playground, public

Public building, shop or yard

Railroad track

Recreation center, public

Religious assembly/institution or rectory

School, elementary or secondary

Sewage pump station

Small wind energy system (lots five acres or more), subject to section 98-1001

Solar panel systems, subject to section 98-1002

Stadium or playfield, public

Swimming pool, private, subject to section 98-996

Swimming pool, public

Telephone equipment station

Water well, storage or pump station

(Code 1989, ch. 12, § 3.08(b); Ord. No. 11-00, § 2, 2-17-2000; Ord. No. 08-01, § 4, 2-5-2001; Ord. No. 03-11, § 2, 1-21-2011; Ord. No. 17-21 , § 8, 4-5-2021)

Sec. 98-273. Specific uses.

The following uses shall be permitted in the A agricultural district only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186 of this Code, specific use permits:

Accessory dwelling, subject to section 98-983

Airport or landing field

Amusement and recreation (indoors), subject to section 98-973

Amusement and recreation (outdoors)

Animal control facility

Animal exhibition

Boat storage and service

Boutique vendor market, outdoor, subject to section 98-1006

Caretaker or guard residence, subject to section 98-975

Cemetery or mausoleum

Communication tower, commercial, subject to section 98-977

Day care center

Dude ranch

Dump or sanitary landfill area

Electrical energy generating plant

Electrical line/substation, high voltage, subject to section 98-979

Exhibition area or fairgrounds

Farmers' market, subject to section 98-980

Fraternal club or lodge

Golf course, private

Heliport

Helistop

Hospital

Institution, drug or psychiatric treatment

Kennel (In enclosed building only), subject to section 98-986

Kennel (with outside runs or pens), subject to section 98-986

Livestock auction or feed lot

Marina

Mining and quarrying

Museum, library or art gallery, public

Petroleum storage/collection facilities

Private franchise utility (not listed)

Private shop, yard or building

Railroad team track

Rodeo grounds

School, commercial trade

Sewage treatment plant

Small wind energy system (lots less than five acres), subject to section 98-1001

Stable, commercial boarding or rental, subject to section 98-995

Swimming pool, commercial (outdoors)

Transmission pipeline, subject to section 98-997

Veterinary hospital (inside pens), subject to section 98-998

Veterinary hospital (outside pens), subject to section 98-999

(Code 1989, ch. 12, § 3.08(c); Ord. No. 11-00, § 2, 2-17-2000; Ord. No. 08-01, § 4, 2-5-2001; Ord. No. 02-07, § 3, 1-18-2007; Ord. No. 80-07, § 3, 10-1-2007; Ord. No. 05-10, § 3, 1-21-2010; Ord. No. 03-11, § 2, 1-21-2011; Ord. No. 33-11, § 3, 7-18-2011; Ord. No. 17-21 , § 8, 4-5-2021)

Sec. 98-274. Temporary uses.

The following uses shall be permitted in the A agricultural district only upon approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of this Code, temporary use permits:

Asphalt/concrete batch plant, temporary, subject to section 98-974

Carnival or circus, temporary, subject to section 98-976

Field office, temporary

Government office/classroom, temporary, subject to section 98-1005

Sales trailer, temporary, subject to section 98-993

Sales, temporary or seasonal, subject to section 98-992

Temporary special event, subject to section 98-976

(Code 1989, ch. 12, § 3.08(a); Ord. No. 11-00, § 2, 2-17-2000; Ord. No. 76-03, § 3, 11-3-2003; Ord. No. 08-20 , § 5, 4-20-2020; Ord. No. 17-21 , § 8, 4-5-2021)

Ord. No. 17-21 , § 8, adopted April 5, 2021, amended and renumbered former § 98-275 as § 98-274.

Sec. 98-275. Maximum dimensions.

(a) *Maximum lot coverage.* The maximum lot coverage in the A agricultural district shall be 25 percent for all uses, subject to section 98-1029.

(b) *Maximum floor area ratio.* There shall be no maximum floor area requirement in the A agricultural district.

(c) *Maximum height.* The maximum height of the buildings and the structures in the A agricultural district shall be three stories or 35 feet for all uses, subject to section 98-1031.

(Code 1989, ch. 12, § 3.08(k)—(m); Ord. No. 11-00, § 2, 2-17-2000; Ord. No. 17-21 , § 8, 4-5-2021)

Ord. No. 17-21 , § 8, adopted April 5, 2021, amended and renumbered former § 98-274 as § 98-275.

Sec. 98-276. Minimum dimensions.

(a) *Minimum lot area per dwelling.* The minimum lot area per dwelling unit for residence uses in the A agricultural district shall be two acres or 87,120 square feet, unless otherwise provided by section 98-277.

(b) *Minimum lot width.* The minimum lot width for residential uses in the A agricultural district shall be 200 feet, unless otherwise provided by section 98-277, subject to section 98-1024.

(c) *Minimum floor area per unit.* The minimum floor area per dwelling unit in the A agricultural district shall be 1,800 square feet, subject to section 98-1025.

(d) *Minimum front yard.* The minimum front yard for all uses in the A agricultural district shall be 40 feet, subject to section 98-1026.

(e) *Minimum side yard.* The minimum side yard in the A agricultural district shall be 25 feet for residential uses, and 25 feet for nonresidential uses, subject to section 98-1027.

(f) *Minimum rear yard.* The minimum rear yard in the A agricultural district shall be 20 feet, subject to section 98-1028.

(Code 1989, ch. 12, § 3.08(e)—(j); Ord. No. 11-00, § 2, 2-17-2000; Ord. No. 54-22 , § 3, 11-7-2022)

Sec. 98-277. Conservation development option and standards.

(a) *Purpose and definition.* The following standards and conditions shall apply to any proposed conservation development in the A agricultural district as part of a planned development application, and its associated uses. The term "conservation development" means a residential development project in which dwelling units are constructed on smaller lots than otherwise permitted by the A agricultural district, for the purpose of preserving open space or natural lands as an integral component of the development.

(b) *Development standards.* This subsection describes standards related to lot size, lot width, and project density.

(1) *Project density.* The maximum allowable residential density for a conservation development project shall be one unit per two acres.

(2) *Minimum land area per dwelling unit.* The minimum land area per dwelling unit for residential uses shall be 0.75 acres or 32,670 square feet.

a. *Lot size variety.* No less than 25 percent of the proposed lots in a development must be at least one acre or 43,560 square feet in size.

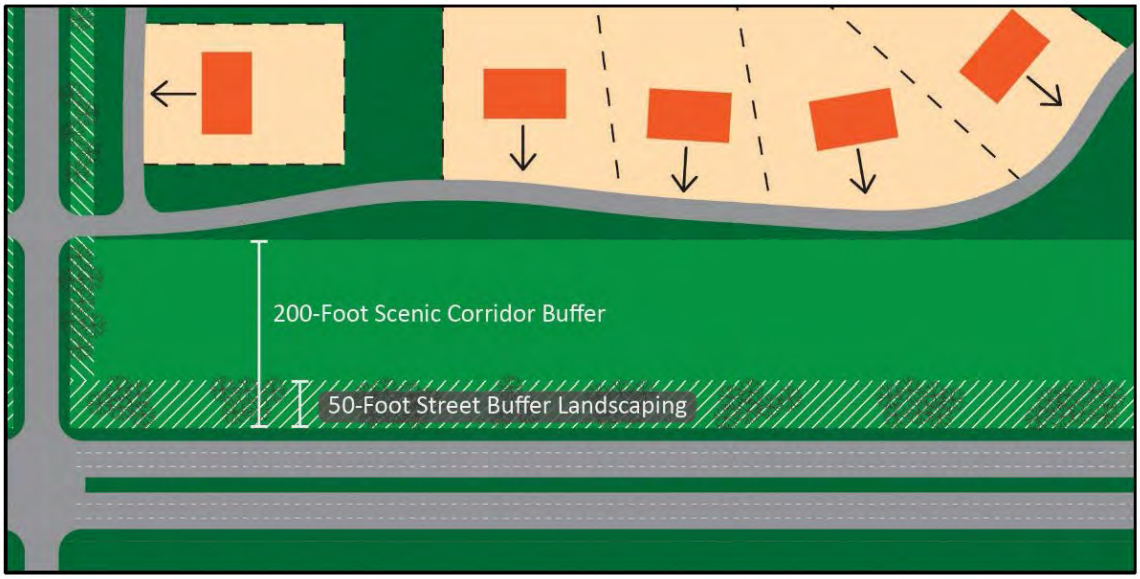
(3) *Minimum lot width.* The minimum lot width for residential uses shall be 150 feet, subject to section 98-1024.

(4) *Street buffer yard.* Development must comply with sections 82-241 and 94-62.

a. *Trees.* The number of trees required must comply with section 82-242; the placement of trees must comply with section 94-62.

(5) *Scenic corridor buffer.* A 200-foot scenic corridor buffer is required along the scenic roadway. The required street buffer yard may be used to partially satisfy this requirement.

(6) *Illustration.*



(c) *Open space standards.* This subsection describes standards for dedication of land for and improvement of public and private open space for conservation development projects.

(1) *Preservation of natural features.*

a. Preservation of the following areas shall be prioritized and counted toward fulfillment of open space requirements.

i. Development must be designed and sited to preserve and protect the 100-year floodplain, consistent with applicable provisions of this chapter.

ii. Significant stands of native trees and any other areas of substantial vegetation should be preserved and protected from alteration or destruction. The establishment of new vegetative communities is encouraged.

iii. All other significant natural features should be preserved and, where necessary, protected by setbacks from development.

b. *Minimum project open space.* Applications for a conservation development must propose an appropriate percentage of open space based on the character of natural features of the site. In no instance shall the percentage be less than 45 percent of the gross project area.

c. *Open space dedication.* In meeting requirements for open space, the developer must dedicate land or convey open space using one of the following methods.

i. *Conservation easement.* Land must be held within a conservation easement by a qualified nonprofit entity or organization that manages open space, such as a land trust, or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended.

ii. *Homeowners' association.* Conserved land conveyed as open space must be platted into an x-lot and be maintained by the homeowner's association.

iii. *Dedicated to governmental entity.* Land proposed to be used as parkland must be approved and accepted by the town.

d. *Open space design and improvements.* The design and improvements of open space shall be in accordance with the following standards. These standards may be supplemented by administrative guidelines.

i. For land to be considered open space, the following must be met.

1. *Minimum area.* Must be equal to or greater than 15,000 square feet or one percent of the project's gross area, whichever is greater.

2. *Minimum width.* Must not have a width or length less than 40 feet.

3. *Utility easements.* Utility easements shall be counted toward open space if a trail and/or appropriate amenity is proposed, or if vegetation within the utility easement is native and not required to be manicured.

ii. Open spaces in a conservation development must be linked to any existing and planned public open space and conserved areas to provide an overall open space system within the Cross Timbers Conservation Development District.

1. Eco-fringe buffers, required by subsection f. below, meeting the minimum width standard used to satisfy this requirement may count toward meeting the open space requirement.

2. Open spaces divided by necessary roadways, as determined by the town manager or their designee, shall be considered linked for the purpose of this subsection.

iii. Open spaces shall be arranged to maximize reasonable access, equity, and utilization for all residential lots within the proposed development.

e. *Trees.* Trees planted within open space areas associated with a conservation development must only include trees denoted as appropriate from section 94-68 of this Code.

f. *Parks.* Parks may be proposed and approved as part of a conservation development.

i. *Active parks.* Such parks must be limited to an area no greater than the minimum parkland area required by section 90-443.

1. *Permitted parks.* Examples of appropriate active parks include fishing piers and neighborhood playgrounds.

2. *Restricted parks.* Playing fields, motorized vehicle trails, and campgrounds are not permitted.

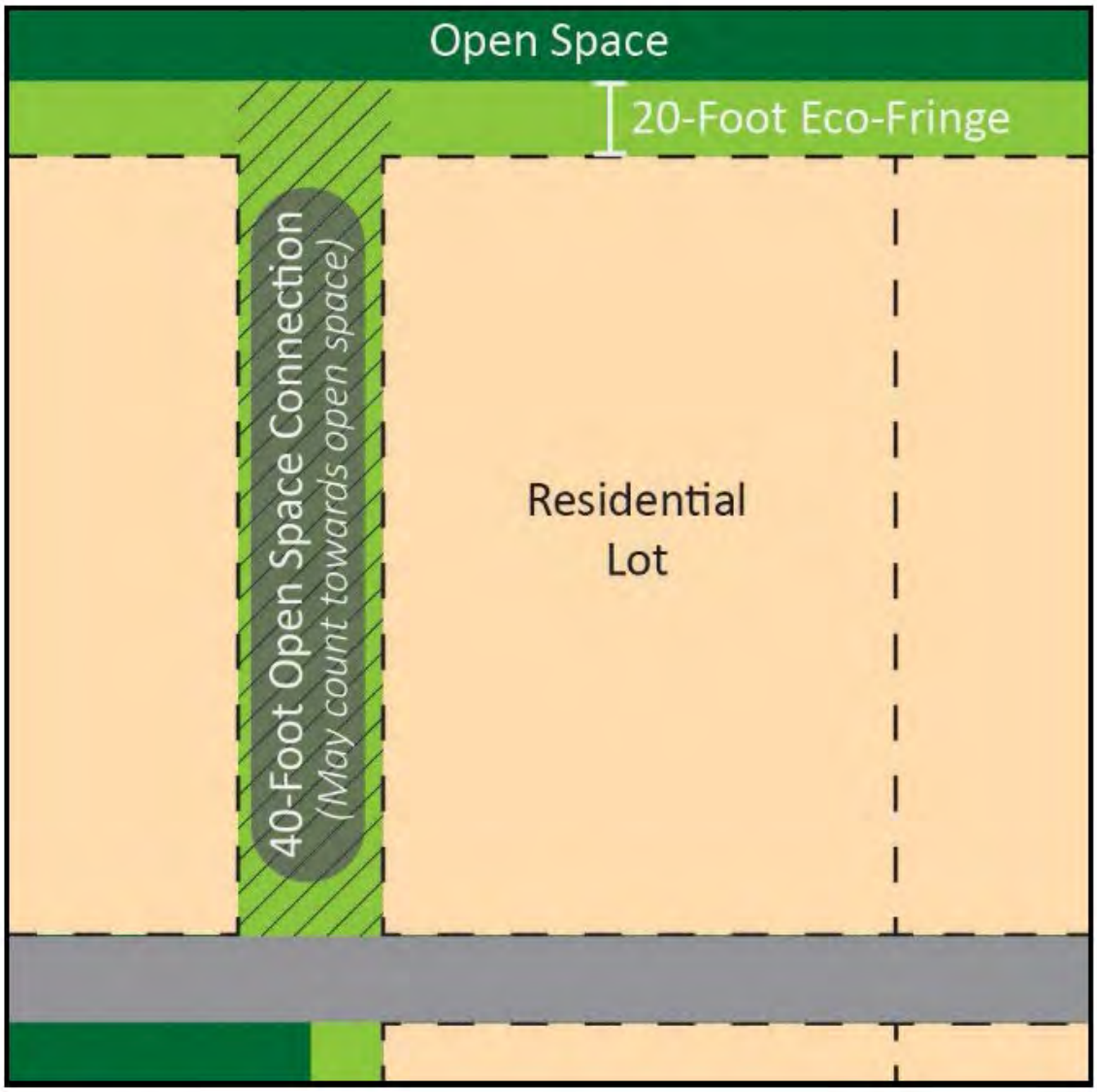
ii. *Passive parks.* Passive parks such as walking, running, and equestrian trails shall be permitted as identified on the town's master plan, and throughout the development as appropriate. Such trails should be planned to minimize disturbances to environmentally sensitive areas.

g. *Eco-fringe buffer.* An eco-fringe buffer extending at least 20 feet from all exterior side and rear residential property lines adjacent to open spaces is required.

i. The eco-fringe buffer shall not count toward meeting open space requirements, unless otherwise provided by subsection d. above.

ii. Maintenance for eco-fringe buffers must be documented within the required open space management plan, subject to subsection h. of this section below.

iii. *Illustration.*



(d) *Project design.*

(1) The intent of the following regulations is to encourage outstanding project design for conservation development projects. The following standards will be used to evaluate project design:

a. The arrangement of all uses and improvements should reflect the natural capabilities and limitations of the site, as well as the characteristics and limitations of adjacent property.

b. Development must be compatible with the immediate environment of the site and neighborhood relative to existing adjacent residential densities unless otherwise buffered in an acceptable manner; scale, bulk, and building height; historical character; and disposition and orientation of buildings on the lot.

c. Buildings, roadways, open space, and landscaping must be:

i. Designed and arranged to produce an efficient, functionally organized, and cohesive development;

ii. In favorable relationship to the existing natural topography, bodies of water, exposure to sunlight and wind, and view corridors; and

iii. Designed and arranged to maximize the opportunity for privacy by the residents of the project and surrounding areas.

d. Building sites must be located to minimize their impact on view corridors.

i. To protect the integrity of the view corridors and the scenic corridor buffer, homes closest to the scenic roadway or a country roadway should face toward either roadway so that the rear side of homes is not visible.

(e) *Outdoor lighting.* New residential subdivisions with five or more buildable lots within the Cross Timbers Conservation Development District must comply with the following outdoor lighting standards.

(1) *Applicability.* The following standards do not apply to lighting on residential lots.

(2) New public outdoor lighting, including street lighting, must make use of timers, dimmers, motion sensors, or other adaptive controls, and must be substantially dimmed or extinguished by 11:00 p.m., unless public safety concerns demand otherwise, as determined by town council.

(3) Lighting for public and private outdoor facilities must be shielded such that no light-emitting part of fixtures is visible from any other property.

(4) Outdoor lighting fixtures using lamps or bulbs, regardless of the number of bulbs and level of initial lamp lumens, must not exceed 3,000 kelvins and meet the following:

a. If the initial lamp lumens are equal to or greater than 1,500, the fixture must be fully shielded. No shielding is required for fixtures with an initial lamp lumens less than 1,500.

b. Outdoor lighting fixtures must be sufficiently shielded and aimed such that spillage of light onto adjacent properties is minimized and glare from the light emitting and/or reflecting parts of a luminaire is not visible from an adjacent property.

c. Sag-lens, drop-lens, searchlights, beacons, laser sources, and mercury vapor fixtures are prohibited.

d. Outdoor uplighting is prohibited, except in cases where the fixture is shielded by a roof overhang or similar structural shield that will not cause light to extend beyond the structural shield.

(f) *Subdivision entry and signage.* Applications for a conservation development must include design standards for subdivision entries and signage. The design should include elements of wood, stone or rock, and integrate fencing complying with section 98-1143(b).

(1) *Maximum height.* Subdivision entries shall not exceed 12 feet in height.

(2) *Maximum sign face.* Subdivision entry sign faces shall not exceed 60 square feet.

(3) *Exception.* The town council may grant an exception to the subdivision entry and signage standards contained in this subsection, provided that the proposed modification conforms with the vision of the CTCDD area plan.

(g) *Scenic roadway and country roadway fencing.* Fencing along the scenic roadway and country roadways must comply with section 98-1143(b).

(h) *Open space management plan.* An open space management plan must accompany all zoning applications for a conservation development and be reviewed yearly by the environmental conservation commission. The plan must include the following:

(1) Conceptual landscaping associated with the applicant's zoning application that complies with the town's concept landscape plan requirements.

(2) Location, description, and size of all open spaces.

(3) Location and description of natural features listed in section 90-449(f) as well as any such features identified in the environmentally sensitive area survey required by the town's SMARTGrowth program.

(4) Location and preliminary design details of all proposed open space amenities.

(5) A summary of the perpetual maintenance proposed for each open space area, which must be feasible and appropriate.

(6) Phasing and location of the open space associated with the overall development and the open space associated with, and integral to, specific bona fide agricultural buildings.

(i) *Enhanced public notification.* The approval of a planned development application for a conservation development is required to complete the following:

(1) An initial meeting must be coordinated by the property owner, or their designee, with all interested parties prior to submitting a planned development application.

a. The property owner or their designee must present plans to adjacent property owners, and homeowner associations of adjacent properties, for comment and input.

(2) A second meeting with interested parties must be held prior to the planning and zoning commission public hearing to ensure the agenda item will reflect any consensus reached by the group.

(j) *Alternative proposals and variation from requirements.* The performance standards for conservation development projects contained in this section are considered to be the minimum standards necessary for approval. It is recognized, however, that project size, location, and design may necessitate a different arrangement or distribution of open space or buffers than are envisioned in the regulations of this section, and that different amenities than those specified in this section may become valuable options. Consequently, an applicant for a conservation development project may submit an alternative proposal with corresponding variations in the standards applicable to such a development, which alternative shall be evaluated and action taken thereon in accordance with the procedures contained in this chapter; provided, however, that the following limitations apply:

(1) No variations will be granted from the allowed residential densities for conservation development projects.

(2) The alternative proposal and variations requested shall achieve the same basic objectives as the particular standards that are to be varied.

(3) Where the proposal seeks to vary project size limitations, the alternative design shall be evaluated in accordance with standards applicable to larger projects.

(k) *Conservation development incentives.* Conservation development will be considered for conservation incentives commensurate with the quality and character of the open or natural lands to be placed within a conservation easement or otherwise conserved and the extent to which the conserved land contributes to the preservation of the Cross Timbers Conservation Development District's country character, including its open, natural, scenic, and ecological values.

(1) Incentives will be considered on a project-by-project basis and will be approved by the town council only after community input and public hearing. Such incentives may include, but are not limited to:

a. Permit fee waivers,

b. Up to and including 50 percent reduction in park land dedication requirements.

(l) The purpose of this criterion is to protect the open lands, natural landscapes and ecological resources that create and define the town's unique community character and that are essential to the accomplishment of community character, quality of life, and economic development objectives.

(Code 1989, ch. 12, § 3.08(n); Ord. No. 11-00, § 2, 2-17-2000; Ord. No. 104-07, § 4, 12-17-2007; Ord. No. 54-22 , § 4, 11-7-2022)

Sec. 98-278. Rural development option and standards.

(1) *Purpose and definition.* The purpose of this section is to provide for single-family detached development on lots of five acres or greater, which reflects the country atmosphere and natural environment of Flower Mound, as permitted under the existing agricultural zoning. This may include specialized types of development, such as equestrian-oriented developments. To encourage "rural development," incentives may be considered based on the proposed development and the preservation of open space and natural lands within the development. Subdivisions designated for "rural development" and which receive incentives, shall not be subdivided further without approval by the town. The following standards, and all conditions necessary to ensure compliance therewith, shall apply to any rural developments of one (1) five acre lot or more, in any area zoned A, agricultural district, and to all uses in that district, when approved pursuant to the rural development procedures set forth herein.

(2) *Minimum lot area per dwelling unit.* The minimum lot area per dwelling unit for a rural development project shall be five acres exclusive of all rights-of-way or easements for streets and alleys; land dedicated for public use; or park land and buffer areas, unless otherwise stated in these regulations.

(3) *Fencing.* Perimeter fencing shall be in compliance with the town's urban design plan component of the master plan relative to scenic roads, country roads, rural landscape intersections, and scenic corridors and vistas. Wood stockade and masonry perimeter fencing shall be prohibited.

(4) *Preservation of natural features.*

   (a) All significant natural features, as defined in the open space plan and master plan, shall be preserved within the "rural development," where necessary.

   (b) Development shall be designed and sited to preserve and protect the 100-year floodplain, consistent with applicable provisions of this chapter.

   (c) All environmentally sensitive areas as identified by an environmental survey, which areas include upland habitat, riparian habitat, stream buffers, waters of the state, prairie habitat, and developed and undeveloped floodplain, shall be protected by inclusion in an environmental protection plan as required by the land development code.

(5) *Alternative proposals and variation from requirements.* The performance standards for rural development projects contained in this section are considered to be the minimum standards necessary for approval. It is recognized, however, that project size, location and design may necessitate a different arrangement and that different amenities than those specified herein may become valuable options. Consequently, an applicant for a rural development project may submit an alternative proposal with corresponding variations in the standards applicable to such a development, which alternative shall be evaluated and action taken thereon in accordance with the procedures contained in this chapter; provided, however, that the following limitations apply:

   (a) No variations will be granted from the allowed minimum lot size for rural development projects.

   (b) The alternative proposal and variations requested shall achieve the same basic objectives as the particular standards.

(c) Where the proposal seeks to vary project size dimensional standards, the alternative design shall be evaluated in accordance with standards applicable to larger projects.

(6) *Rural development incentives.* Rural development will be considered for incentives commensurate with the quality and character of the proposed development as it relates to the preservation of open or natural lands, including its open, natural, scenic and ecological values. Incentives will be considered on a project-by-project basis and will be approved by the town council only after community input and public hearing, except that expedited development review shall be approved administratively. Such incentives may include but are not limited to: expedited development review, permit fee waivers, reduced street infrastructure requirements, as reflected in the town's thoroughfare plan, up to and including 50 percent reduction in park land dedication requirements, and reduction of monetary assessments relative to agricultural rollback taxes. The purpose of this criterion is to preserve the open lands, natural landscapes and ecological resources that create and define Flower Mound's unique community character and which are essential to the accomplishment of community character, quality of life and economic development objectives.

(Ord. No. 40-02, § 2, 7-15-2002)

Secs. 98-279—98-300. Reserved.

EXHIBIT C
PROPERTY LOCATION AND PID BOUNDARY

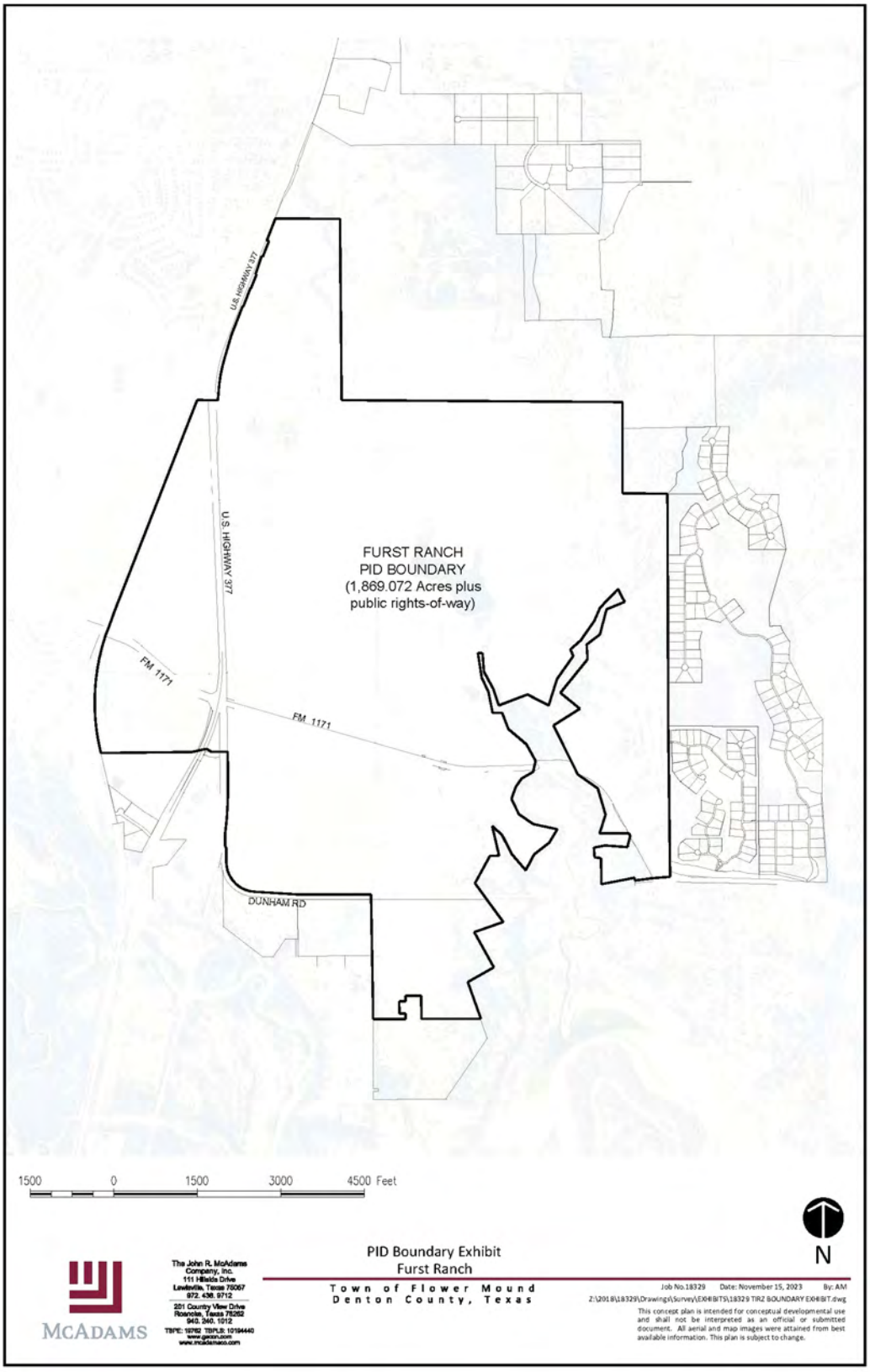


EXHIBIT D
PID CONSIDERATIONS

1. Generates economic and superior development benefits to the Town beyond what normal development would generate.

The full build out of Furst Ranch will include several million square feet of retail, restaurant, office, and other commercial uses; thousands of residential units; over 470 acres of open space, and over 12 miles of trails. As the Town's largest mixed-use community, Furst Ranch is anticipated to provide significant increases to the Town's current tax base. The 30-year estimated benefit for the Town's ad valorem increase is $2.9B, sales tax increase of $647M, and Hotel and Occupancy tax is estimated at $85M. At full build out, Furst Ranch will account for 26% of the total commercial ad valorem tax base for the entire Town.

In addition to increasing the Town's tax base, Furst Ranch will have a significant economic impact of increased local spending by adding residents and jobs. Furst Ranch will become an economic engine for the Town for the foreseeable future.

Furst Ranch will be a world-class development with high quality and rigorous building and design standards that shape the physical environment to promote functionality, aesthetics, and a sense of place in order to enhance the overall experience and to create cohesive urban fabric. The design principles of Furst Ranch are focused around authenticity, connecting with nature, fostering innovation, and creating a vibrant community.

2. Provide for improvements in the public right of way (e.g. entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, etc.)

Furst Ranch landscape buffers along 1171 and 377 are double the required width in other parts of the Town, providing additional space for enhanced landscaping, screening berms and entry monumentation to ensure the roadway transition to mixed use remains scenic.

In addition, new roads, per the Town's thoroughfare map, will provide interconnectivity within the development and will include Furst Ranch Parkway that has a variable width median and landscape buffers which exceed minimums to provide a scenic drive that allow the roadway to work with the topography of the land and preserve existing specimen trees. These roads also include portions of the Town's trail's master plan including on-street bike lanes and multi-use trails.

Mixed use roadways will extend the public realm beyond the ROW to include a pedestrian centric streetscape environment between the street and building facades. This streetscape will include street trees, tree wells or tree grates, enhanced pavements, enhanced crosswalks, rest stops, site furnishings, development specific street signage and lighting to enhance pedestrian walkability.

3. Meet community needs (e.g. enhanced drainage improvements, parks and off-street public parking facilities, pedestrian connectivity, water and wastewater on or offsite improvements) including without limitation development's pro-rate share of the regional facilities and services.

The parks and open space network will provide a means to maintain habitats as well as to re-create or mitigate impacts on prairie, wetland, riparian and wildlife habitats. The system also provides green stormwater practices to increase infiltration, recharge aquifers, improve stormwater quality, provide a reduction in underground storm, and reduce downstream impacts of sedimentation and flooding. The parks will include off-street parking facilities and pedestrian connectivity will be maintained through the natural and built environments.

Furst Ranch will meet the needs of the existing and proposed community by improving the existing drainage within this watershed area. This will be accomplished by enhancing existing natural drainage ways to reduce erosion, increase usability of the creeks and drainage ways by allowing parks and open spaces, and improving connectivity between the natural drainage areas and green space. Burger Lake, within the northeast quadrant of the property will be enhanced also. The lake will be improved by stabilizing existing erosion issues by increasing the landscaping and ground cover within close proximity to the lake banks. Along with the anticipated dredging of the lake both water quality and wildlife will be enhanced around the lake. When developed the community will be allowed to enjoy this feature currently only available to the property owner.

Municipal services, including public infrastructure, will be expanded throughout the property. As development occurs, water, sanitary sewer, and other public and private utilities will be installed to meet community needs. In addition to onsite improvements it is anticipated, under current projections, that offsite improvements to the Town's existing water pump stations and transmission water mains will need to be improved to increase capacities. It is also projected that improvements will be needed to the existing wastewater system to increase capacity.

4. Implement Town of Flower Mound master plans, including water, wastewater, parks, and trails.

See the Project Zoning Ordinances, which demonstrate compliance with Town master plans. The property owner is also in discussions with the Town regarding a land swap and park plan that will provide approximately 92 acres for a recreational sports field and park and land for the Town to use to construct a Community Activity Center.

5. Increase or enhance the Town's transportation and roadway plans.

Furst Ranch includes a robust roadway plan to improve circulation and vehicular access to the property and surrounding areas. There are six street sections proposed for the Furst Ranch property. One main collector road is planned to have a varying section through the property. The median and parkway widths will be adjusted to save and enhance the property's natural features and to help create a more relaxing feel as you progress through the property. Four of the road sections have dedicated bike lanes to enhance the usability of the roads. All roads will allow bicycles to use a travel lane. Adjacent State and Federal roadways will have turn

lanes installed at all new street connections to enhance vehicular safety. At least one traffic signal will be added along FM 1171. Select locations and intersections throughout the Ranch will include an enhanced pavement section, including stamped and stained concrete.

6. Exceed development requirements in the Town, including but not limited to enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for the superior design of lots or buildings.

The Flower Mound Ranch Ordinance 48-22 includes detailed and specific development standards that require superior quality and enhanced design as compared to other developments throughout the Town. The architectural design of buildings requires certain façade treatments and fenestrations based on the street type of which the building is facing. The intent is to ensure an activated ground plane at the street level, in the public realm. This is a major design principle of the Furst Ranch mixed-use zoning ordinance. Additionally, the use of the ground floor is required to be commercial in certain character districts throughout Furst Ranch.

There are specific street types and streetscape design standards to ensure that the public realm is designed for pedestrians and supports ground plane activation. Building placement within the block is also highly regulated with maximum building setbacks so that buildings are located up along the street to frame the public realm. Additionally, the location of surface parking is required to be in the interior of blocks so that long expanses of parking are not visible from the public realm. Furthermore, structured parking is a requirement in certain character districts.

The minimum amount of open space required for mixed-use zoning is 5% and Furst Ranch has increased this minimum amount to 10%. In addition, Furst Ranch has increased the minimum buffer along FM1171 and 377 to be 50 feet in width instead of the required minimum of 25 feet in width.

Lastly, Furst Ranch has restricted certain uses, such as auto-oriented uses and drive thru uses. Such uses are limited in number and location.

7. **Preserve and protect natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats.**

Through an innovative balance of preservation and community design, the parks and open space network at Furst Ranch provides the means to protect the valuable resources of the Ranch, including habitats, floodplains, waterways, lakes, existing topography and drainage areas. The MU zoned portion of the development provides double the mixed use open space requirement (10% rather than the minimum of 5%) and maintains this percentage within each quadrant of the MU zoned portion of Furst Ranch.

8. Willing to annex into the Town of Flower Mound, if applicable, in exchange for the creation of a PID.

Not applicable.

9. Provide a unique or special development to the Flower Mound community (e.g. amenity centers, play areas, pools, picnic facilities, multi-purpose trails.)

The property owner has proposed to provide a new 92 acres recreational sports field park and a 20-acre park set aside for a new Community Activity Center to serve the Town's western residents. Magnet parks and open spaces will provide amenities for the community to enjoy including but not limited to playgrounds, nature play areas, trails, sidewalks, wayfinding signage, amenity lighting, shade structures, site furnishings, athletic practice fields, boardwalks, bridges, sports courts, picnic facilities, and similar improvements. Neighborhood amenity centers will provide local opportunities for fitness centers, athletic sports courts, pools and other amenities.

The trail system will include on street bikeways, mountain bike trails, nature trails, equestrian trails and will be the largest 12-foot trail network within the Town's limits. The parks and open space will include an intuitive pedestrian wayfinding signage package, amenity and safety lighting, enhanced landscapes, playgrounds/amenities and site furnishings for users to enjoy.

Furst Ranch Parks and Open space network will be one of the largest in Town and the metroplex. The ranch provides hundreds of acres of natural and programmed open spaces, an extensive trail system, and a large, centralized park to provide visitors and residents the opportunity to make meaningful connections to nature and provide means to outdoor recreation to maintain lifestyles preserving health and wellness.

10. Have the support of 100% of the owners of the property within the PID.

The property owners within the boundaries of the proposed PID support the PID. The Town owns 23-acres within the proposed PID boundaries, which are proposed to be transferred to the property owner in exchange for the owner conveying 23 acres at a different location to the Town. The property owner is requesting the Town's support for the inclusion of this 23-acre Town-owned parcel in the PID.

ATTACHMENT A
FORM OF PID CREATION PETITION

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN THE
CORPORATE LIMITS OF FLOWER MOUND, TEXAS

This petition (the "Petition") is submitted and filed with the Town Secretary of the Town of Flower Mound, Texas (the "Town"), by: **[(1) Old WR Ranch I, L.P., (2) the Freeman Living Trust, (3) 64.3 SE 1171/377 LLC, (4) Terry Milrany, (5) SWC 1171-377 Ltd., (6) O&C Freeman Family Ltd., (7) Oncor Electric Delivery, and (8) Town of Flower Mound, Texas]**[1] (collectively, the "Owners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the Town create a public improvement district (the "District") to include property owned by the Owners and located within the corporate limits of the Town (the "Property"), more particularly described in ***Exhibit A*** and depicted in ***Exhibit B***. In support of this Petition, the Owners present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for the development of the Property, which public improvements may include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related earthwork, sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (8) payment of expenses incurred in the establishment, administration and operation of the District; and **(9)** payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the Town and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owners estimate that the total cost of the Authorized Improvements is $_____.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

[1] To be finalized based on current rolls of the Denton Central Appraisal District at the time of submission.

Section 4. Proposed Method of Assessment. The Town shall levy an assessment on each lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full or in part (including accrued and unpaid interest) without penalty at any time or may be paid in annual installments (including principal and interest). If paid in annual installments, such installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire any indebtedness incurred to pay the costs of the Authorized Improvements.

Section 5. Proposed Apportionment of Cost between the District and the Town. The Town shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owners.

Section 6. Management of the District. The Owners propose that the District be managed by the Town, with the assistance of a consultant, who shall, from time to time, advise the Town regarding certain operations of the District.

Section 7. Owners Request Establishment of the District. The persons signing this Petition request the establishment of the District.

Section 8. Advisory Body. The Owners propose that the District be established and managed without the creation of an advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

This Petition is hereby respectfully submitted to be filed with the Town Secretary of the Town in support of the creation of the District by the Town Council as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as required by law, and approve the request as above stated.

[*Remainder of page left blank intentionally. Execution pages follow*.]

EXECUTED, on this the ___ day of _____, 20__.

[SIGNATURE BLOCK: OLD WR RANCH I, L.P**]:**
_____
By: _____
Title: _____

[SIGNATURE BLOCK: FREEMAN LIVING TRUST**]:**
_____
By: _____
Title: _____

[SIGNATURE BLOCK: 64.3 SE 1171/377 LLC**]:**
_____
By: _____
Title: _____

[SIGNATURE BLOCK: SWC 1171-377 Ltd.**]:**
_____
By: _____
Title: _____

DRAFT

[SIGNATURE BLOCK: Cortez Rasor Life Estate]**:**

_____

By: _____

Title: _____

[SIGNATURE BLOCK: O&C Freeman Family, Ltd.]**:**

_____

By: _____

Title: _____

[SIGNATURE BLOCK: Oncor Electric Delivery.]**:**

_____

By: _____

Title: _____

[SIGNATURE BLOCK: Town of Flower Mound, Texas]**:**

_____

By: _____

Title: _____

DRAFT

EXHIBIT A
Metes and Bounds Description of the Property

EXHIBIT B
Depiction of the Property

ATTACHMENT B
APPLICANT LETTER REQUESTING PID

SHUPE VENTURA, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75214

November 15, 2023

VIA EMAIL

Misty Ventura
(214) 328-1101
misty.ventura@svlandlaw.com

Town of Flower Mound
Attn: City Attorney
2121 Cross Timbers Road
Flower Mound, Texas 75028
Email: bmeredith@toase.com

Re: Flower Mound Ranch– Request for Consideration of Public Improvement District

Dear Mayor and City Council Members:

As required under Section 7.16 (a) of Article 7 of the Town Charter of the Town of Flower Mound, Texas (the "Town"), I am requesting on behalf of the majority of the landowners within the proposed public improvement district that the Town Council vote to: (1) approve the implementation of a public improvement district (the "District") within the corporate limits of the Town that includes property commonly known as "Furst Ranch" as well as certain additional adjacent property and (2) call a special election to be held on the uniform election date in May 2024 to allow qualified voters of the Town to consider the question of allowing the creation of the District. The property within the proposed District (the "Property") consists of approximately 1,869.072 acres generally located on all four corners of the intersection of US 377 and Cross Timbers Road (FM 1171) and more particularly described in the *Public Improvement District (PID) Application* submitted with this request. The purpose of the District is to finance a portion of the costs of the public infrastructure necessary to bring full municipal services that are necessary for the development of the Property consistent with the project's vested rights and zoning.

Respectfully,

Misty Ventura
Member, Shupe Ventura, PLLC

1470.017\905066.2

ATTACHMENT C
PRELIMINARY PROJECT EXPENSES AND COSTS

ALL PROJECT EXPENSES AND COSTS SHOWN IN THIS ATTACHMENT C ARE PRELIMINARY AND SUBJECT TO CHANGE AS PROJECTS ARE FINALIZED WITH INPUT FROM THE TOWN AND THE TOWN'S CONSULTANTS.

	Furst Ranch Cost Summary - Total Cost Summary (1,776.186 Acres)												
	Common to All												
	CIP Improvements (on/offsite)	Major Improvements (on/offsite)	Total Common to All	Zone A Zone Improvements (264.967 Ac)	Zone B Zone Improvements (655.687 Ac)	Zone C Zone Improvements (689.582 Ac)	Zone D Zone Improvements (165.950 Ac)	Total Zone Improvements	Zone A Direct Improvements (264.967 Ac)	Zone B Direct Improvements (655.687 Ac)	Zone C Direct Improvements (689.582 Ac)	Zone D Direct Improvements (165.950 Ac)	Total Direct Improvements
STREETS \ STORM SEWER	$81,280,906	$7,155,960	$88,436,866	$6,130,307	$30,173,139	$33,038,878	$4,914,933	$74,257,256	$67,197,892	$116,093,653	$102,029,447	$0	$285,320,992
WATER	$17,044,394	$0	$17,044,394	$379,500	$2,600,400	$3,467,145	$1,190,281	$7,637,326	$15,715,752	$38,806,923	$37,297,427	$0	$91,820,102
WATER REUSE	$12,494,864	$0	$12,494,864	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
WASTEWATER	$10,570,185	$0	$10,570,185	$1,806,303	$5,415,053	$3,804,164	$0	$11,025,520	$10,872,727	$20,197,249	$12,364,420	$0	$43,434,396
MASTER PLAN TRAILS	$0	$14,471,179	$14,471,179	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PUBLIC TRAIL LINKAGES AND EXTENSIONS	$0	$0	$0	$1,108,107	$1,057,607	$1,780,931	$0	$3,946,646	$0	$0	$0	$0	$0
IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS)	$11,550,000	$9,450,000	$21,000,000	$1,728,458	$11,070,938	$32,470,384	$4,998,919	$50,268,698	$0	$0	$0	$0	$0
IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE (EXCLUDING TRAILS)	$0	$0	$0	$11,338,556	$8,032,025	$35,433,300	$0	$54,803,881	$0	$0	$0	$0	$0
PUBLIC PARKWAY IMPROVEMENTS (EXCLUDING TRAILS)	$0	$0	$0	$3,694,445	$0	$21,810,430	$2,175,915	$27,680,790	$0	$0	$0	$0	$0
REQUIRED MONUMENTATION	$0	$1,450,000	$1,450,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
SOFT COSTS	$49,220,843	$7,896,276	$57,117,119	$3,010,135	$72,016,614	$44,070,550	$5,153,174	$124,250,473	$31,902,761	$96,600,141	$128,628,007	$0	$257,130,909
CONTINGENCY	$19,941,053	$4,879,071	$24,820,123	$3,927,851	$8,752,374	$19,770,785	$1,992,007	$34,443,017	$14,067,956	$26,264,674	$22,753,694	$0	$63,086,324
TOTAL	***$202,102,246***	***$45,302,485***	***$247,404,731***	***$33,123,662***	***$139,118,150***	***$195,646,567***	***$20,425,229***	***$388,313,607***	***$139,757,087***	***$297,962,640***	***$303,072,996***	***$0***	***$740,792,723***

General Notes:

1) "Common to All Improvements" consisting of "CIP" Improvements (improvements shown on the Town's capital improvement plan) and Major Improvements benefit all of Furst Ranch, and, the costs shown for such Common to All Improvements have been allocated based on gross acreage. Zone Improvements benefit only the property within the Zone and the costs shown for Zone Improvements have been allocated based on zone acreage. Direct Improvements solely benefit the property within the improvement area. ***All costs shown are based on preliminary engineering and are subject to change as development progresses.***

2) The Street\Storm Sewer costs in the table include required landscape and irrigation costs within the public rights-of-way.

3) Costs for trails improvements and landscaping in Public Open Space and Conservation Open Space, Public Parkway Improvements, and required monumentation do not include land acquisition costs.

4) Public Trail Linkages and Extensions are part of the Preapproved Improvements. Preapproved Improvements in any portion of Furst Ranch, regardless of zoning, are (a) subject to park development fee reimbursements from fees collected at any location within Furst Ranch; and (b) may be reimbursed from TIRZ or assessment revenue, if applicable, but only to the extent not reimbursed from park development fees.

5) The Town will be responsible for all improvements within the 97 acre park and CAC site, and such costs are not included in this document.

6) The following terms used in this document are defined as stated in the Deal Point Outline Furst Ranch Parks, Public Open Space, and Conservation Open Space: Furst Ranch, Conservation Open Space, Magnet Parks, Parks, Preapproved Improvements, Public Open Space, and Public Parkway Improvements.

7) All Public Parkway Improvements (excluding trails) are included in the cost detail sheets but not depicted in the exhibits.

8) Required monumentations include Town required entrance and gateway monumentations.

9) Softs costs include right of way acquisition costs consistent with the Town of Flower Mound's 2020 Roadway Impact Fee Update. Soft Costs Include bonding and mobilization, engineering and landscape design fees, survey fees, legal fees and the Town's inspection fee. Landscape design fees are for trails, landscaping in Public Open Space and Conservation Open Space, Public Parkway Improvements and required monumentation. Engineering fees are for streets \drainage, water, wastewater and trails. Survey fees are for all categories.

10) Contingency Fees are estimated at 15%, consistent with the Town of Flower Mound's 2020 Roadway Impact Fee Update.

11) Franchise Utility costs are not included in this document.

7/19/2023 at 4:55 PM

FURST RANCH COST DETAIL - CIP IMPROVEMENTS
(1,776.816 Acres)

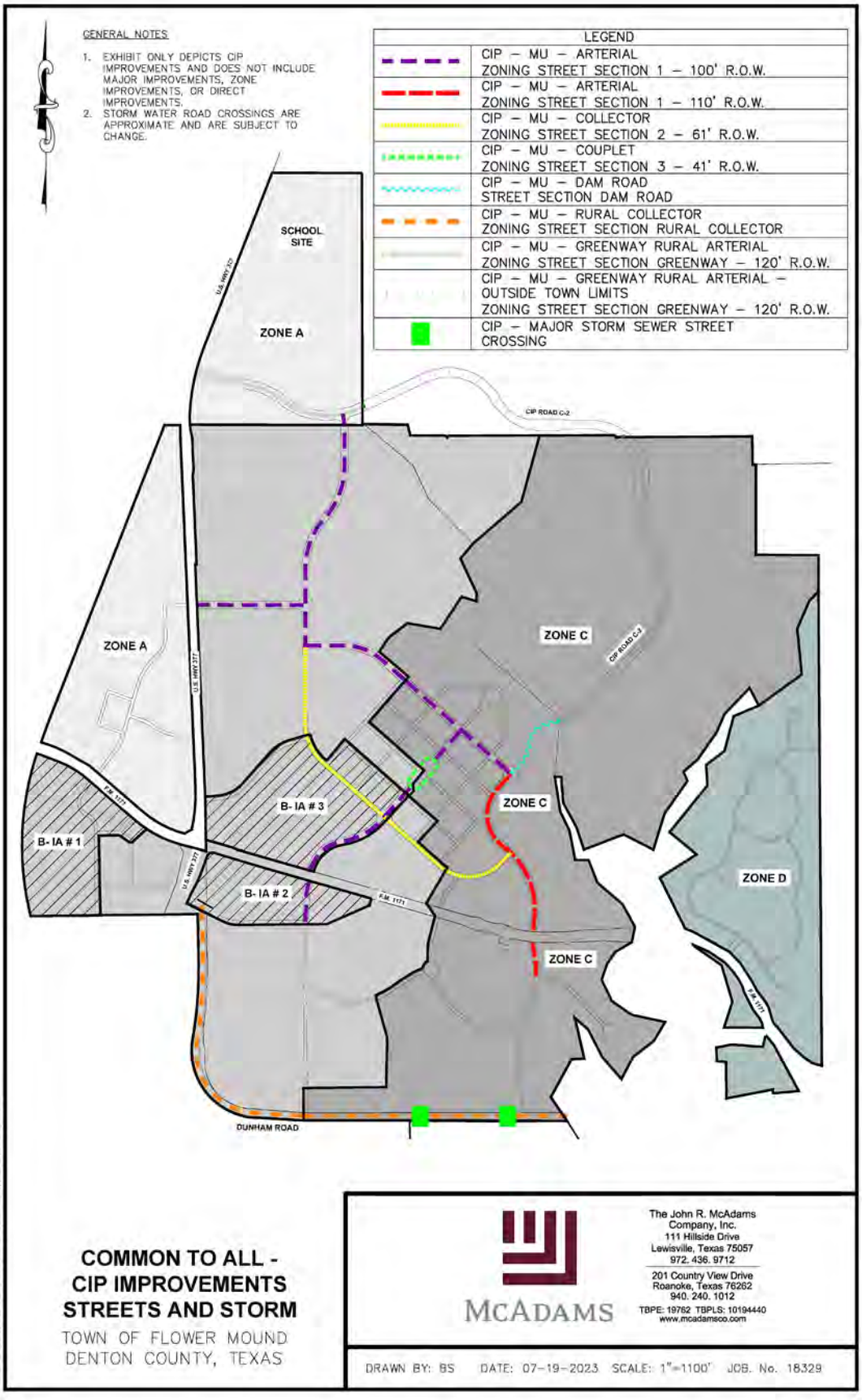
Total Street Length (LF)		***37,755***
	Length (LF)	
Streets and Storm Sewer		
CIP MU Arterial Zoning Street Sec. 1 - 100' ROW	10,630	$20,633,708
CIP MU Arterial Zoning Street Sec. 1 - 110' ROW	2,790	$9,719,035
CIP MU Collector Zoning Street Sec. 2 - 61' ROW	4,655	$8,540,249
CIP MU Couplet Zoning Street Sec. 3 - 41' ROW	1,150	$2,234,502
CIP MU Rural Collector Zoning Street Sec. Rur. Collector	7,110	$10,483,944
CIP MU DAM Road Zoning Street Sec. DAM Road	1,010	$1,601,840
CIP MU Greenway Rural Arterial Zoning Street Sec. Grnwy - 120' ROW	6,645	$16,855,529
CIP MU Greenway Rural Arterial Outside Town Limits Zoning St. Sec. Grnwy - 120' ROW	3,765	$10,634,600
CIP Major Storm Sewer Street Crossing		$577,500
Sub-Total Streets and Storm Sewer		**$81,280,906**

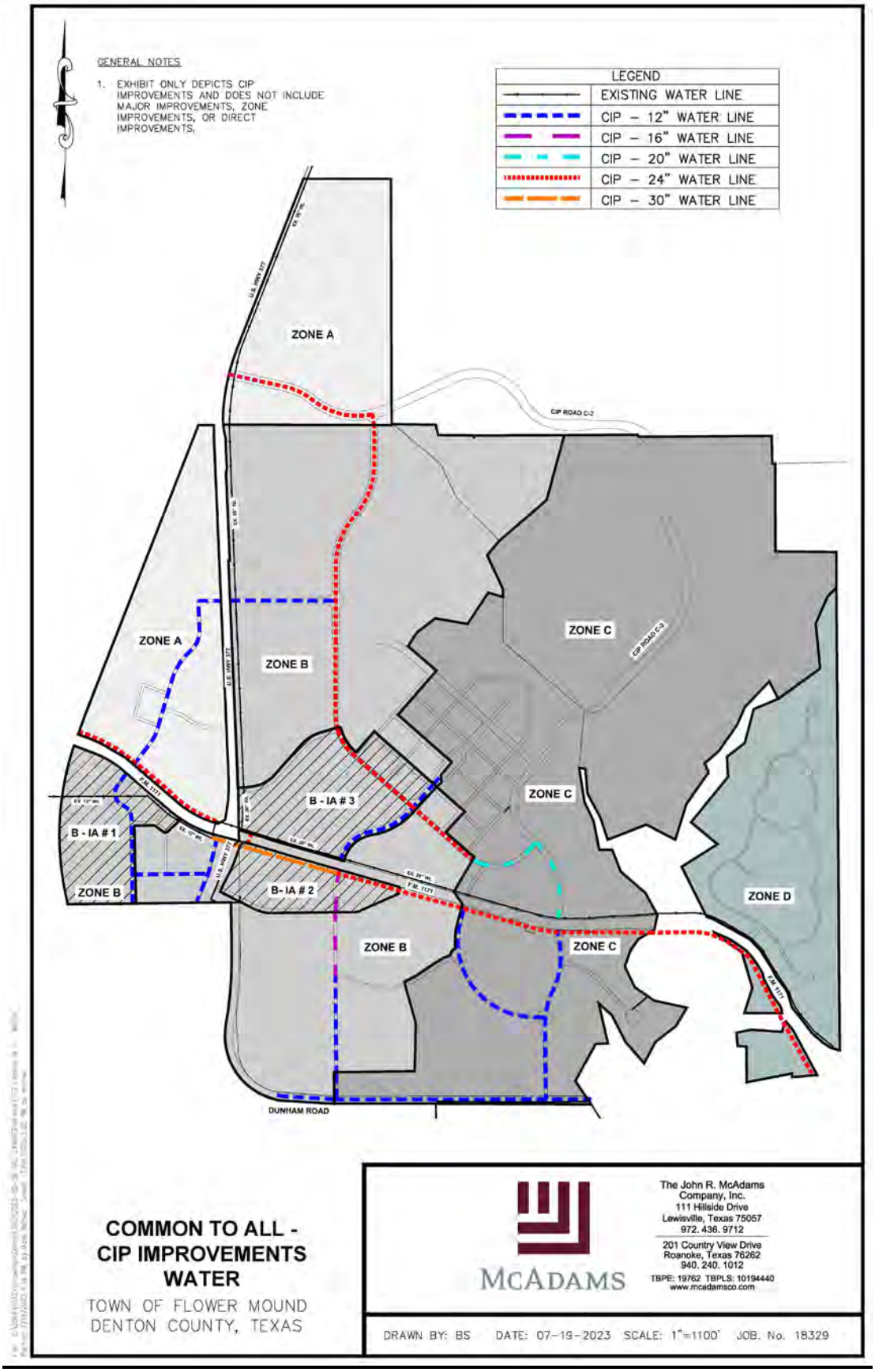
Costs limited to paving and storm sewer costs plus a multiplier consistent with the Town's Thoroughfare Impact fee analysis report for miscellaneous items related to road construction. In that number is revegetation of disturbed areas but no other costs for required landscaping.

Utilities-Water		
CIP - 12" Water Line	19,895	$4,924,013
CIP - 16" Water Line	1,420	$534,985
CIP - 20" Water Line	2,060	$999,873
CIP - 24" Water Line	18,755	$9,939,639
CIP - 30" Water Line	1,389	$645,885
Sub-Total Water		**$17,044,394**

FURST RANCH COST DETAIL - CIP IMPROVEMENTS
(1,776.816 Acres)

Utilities-Water Re-Use		
CIP - 8" Water Reuse	39,213	$7,764,174
CIP - 12" Water Reuse	7,494	$2,225,718
CIP - 16" Water Reuse	3,575	$2,082,259
CIP - 20" Water Reuse	935	$422,714
Sub-Total Water Re Use Lines		**$12,494,864**
Utilities-Wastewater		
CIP - 12 Sanitary Sewer	29,230	$6,912,806
CIP Sanitary Sewer Lift Station	1	$2,887,500
CIP Sanitary Sewer Fordce Main	7,110	$769,880
Sub-Total Wastewater		**$10,570,185**
Improvements and Landscaping in Public Open Space (excluding trails)		
Burger Lake Dam Reconstruction	N/A	$11,550,000
Sub-Total Imp. and Landscaping in Public Open Space		**$11,550,000**
Soft Costs		
Streets \ Storm Sewer		$18,283,664
Water		$522,541
Water Reuse		$393,588
Wastewater		$292,950
Master Plan Trails		N/A
Public Trail Linkages and Extensions		N/A
Imp. and Landscape in Pub. O.S		N/A
Imp. and Landscape in Cons. O.S		N/A
Public Parkway Improvements		N/A
Required Monumentation		N/A
Legal Fees		$35,119
Mobilization/Bonding & Permitting (6%)		$7,872,861
Engineering Design Fees (8%)		$10,497,148
Landscape Design Fees (4%)		$462,000
Survey Design Fees (8%)		$10,497,148
Sub-Total Soft Costs		**$48,857,018**
Contingency		
15% Contingency		$19,941,053
Sub-Total Contingency		**$19,941,053**
TOTAL		**$201,738,421**


GENERAL NOTES
1. EXHIBIT ONLY DEPICTS CIP IMPROVEMENTS AND DOES NOT INCLUDE MAJOR IMPROVEMENTS, ZONE IMPROVEMENTS, OR DIRECT IMPROVEMENTS.
2. STORM WATER ROAD CROSSINGS ARE APPROXIMATE AND ARE SUBJECT TO CHANGE.
LEGEND
CIP – MU – ARTERIAL ZONING STREET SECTION 1 – 100' R.O.W.
CIP – MU – ARTERIAL ZONING STREET SECTION 1 – 110' R.O.W.
CIP – MU – COLLECTOR ZONING STREET SECTION 2 – 61' R.O.W.
CIP – MU – COUPLET ZONING STREET SECTION 3 – 41' R.O.W.
CIP – MU – DAM ROAD STREET SECTION DAM ROAD
CIP – MU – RURAL COLLECTOR ZONING STREET SECTION RURAL COLLECTOR
CIP – MU – GREENWAY RURAL ARTERIAL ZONING STREET SECTION GREENWAY – 120' R.O.W.
CIP – MU – GREENWAY RURAL ARTERIAL – OUTSIDE TOWN LIMITS ZONING STREET SECTION GREENWAY – 120' R.O.W.
CIP – MAJOR STORM SEWER STREET CROSSING
SCHOOL SITE
ZONE A
ZONE A
ZONE C
ZONE C
ZONE C
ZONE D
B-IA # 1
B-IA # 2
B-IA # 3
DUNHAM ROAD
COMMON TO ALL - CIP IMPROVEMENTS STREETS AND STORM
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com
DRAWN BY: BS DATE: 07-19-2023 SCALE: 1"=1100' JOB. No. 18329


GENERAL NOTES
1. EXHIBIT ONLY DEPICTS CIP IMPROVEMENTS AND DOES NOT INCLUDE MAJOR IMPROVEMENTS, ZONE IMPROVEMENTS, OR DIRECT IMPROVEMENTS.
LEGEND
EXISTING WATER LINE
CIP – 12" WATER LINE
CIP – 16" WATER LINE
CIP – 20" WATER LINE
CIP – 24" WATER LINE
CIP – 30" WATER LINE
ZONE A
ZONE B
ZONE C
ZONE D
B - IA # 1
B - IA # 2
B - IA # 3
CIP ROAD C-2
CIP ROAD C-3
DUNHAM ROAD
COMMON TO ALL - CIP IMPROVEMENTS WATER
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
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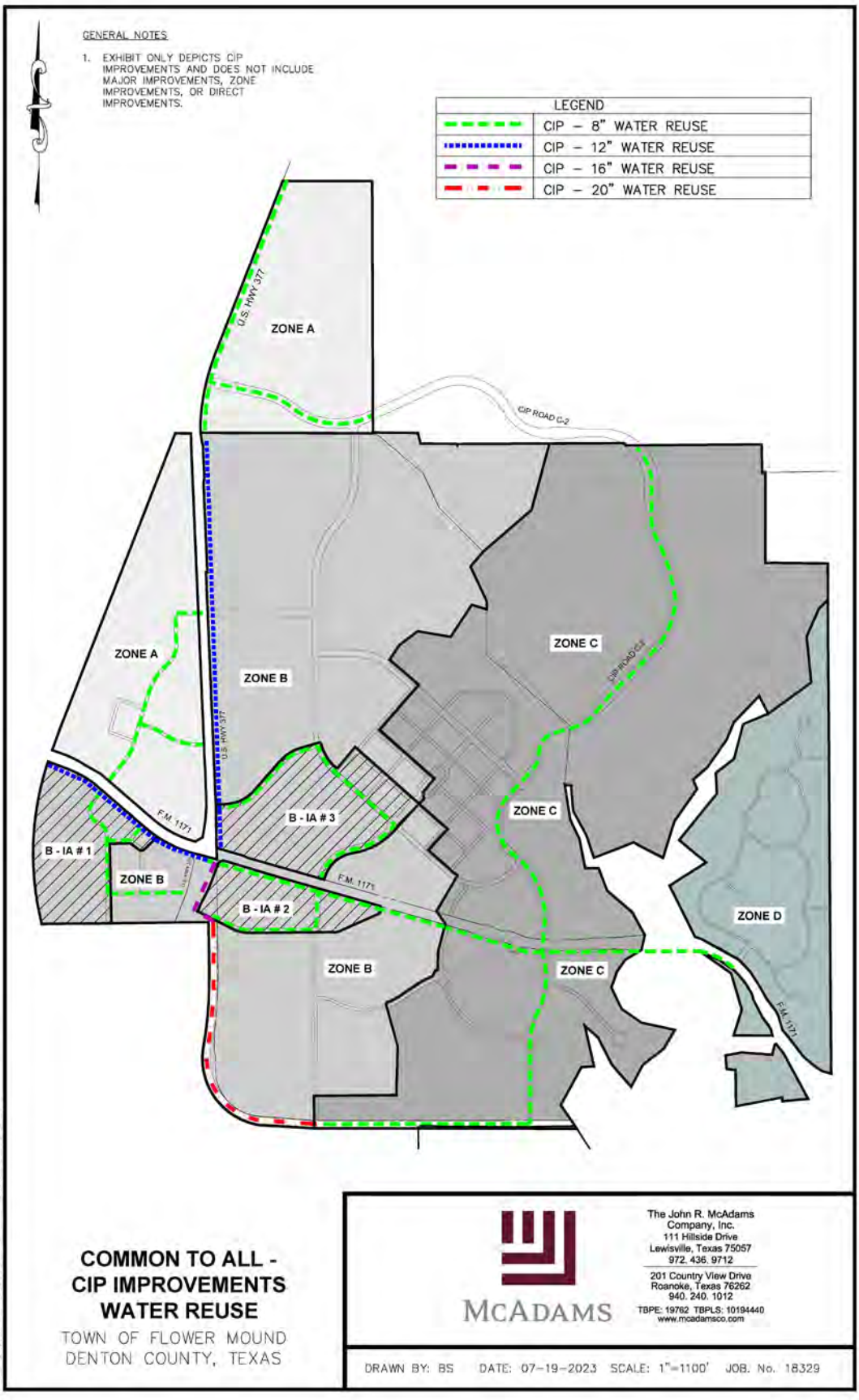
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS CIP IMPROVEMENTS AND DOES NOT INCLUDE MAJOR IMPROVEMENTS, ZONE IMPROVEMENTS, OR DIRECT IMPROVEMENTS.
LEGEND
CIP – 8" WATER REUSE
CIP – 12" WATER REUSE
CIP – 16" WATER REUSE
CIP – 20" WATER REUSE
U.S. HWY 377
ZONE A
CIP ROAD C-2
ZONE A
ZONE B
ZONE C
CIP ROAD C-4
U.S. HWY 377
F.M. 1171
B - IA # 3
ZONE C
B - IA # 1
ZONE B
F.M. 1171
B - IA # 2
ZONE D
ZONE B
ZONE C
F.M. 1171
COMMON TO ALL - CIP IMPROVEMENTS WATER REUSE
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
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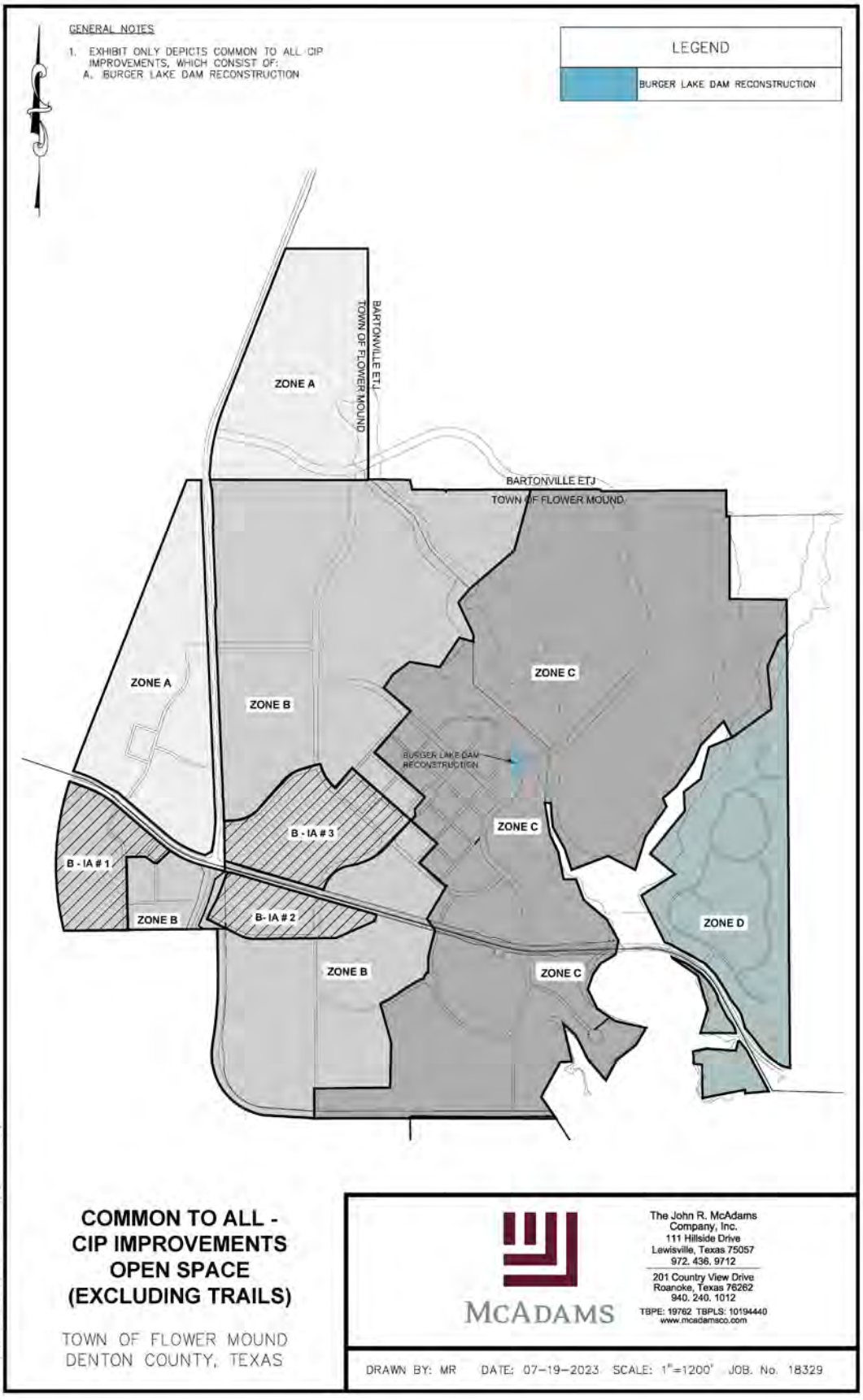
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS COMMON TO ALL CIP IMPROVEMENTS, WHICH CONSIST OF:
A. BURGER LAKE DAM RECONSTRUCTION
LEGEND
BURGER LAKE DAM RECONSTRUCTION
BARTONVILLE ETJ
TOWN OF FLOWER MOUND
ZONE A
BARTONVILLE ETJ
TOWN OF FLOWER MOUND
ZONE A
ZONE B
ZONE C
BURGER LAKE DAM RECONSTRUCTION
ZONE C
B - IA # 3
B - IA # 1
ZONE B
B- IA # 2
ZONE D
ZONE B
ZONE C
COMMON TO ALL - CIP IMPROVEMENTS OPEN SPACE (EXCLUDING TRAILS)
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
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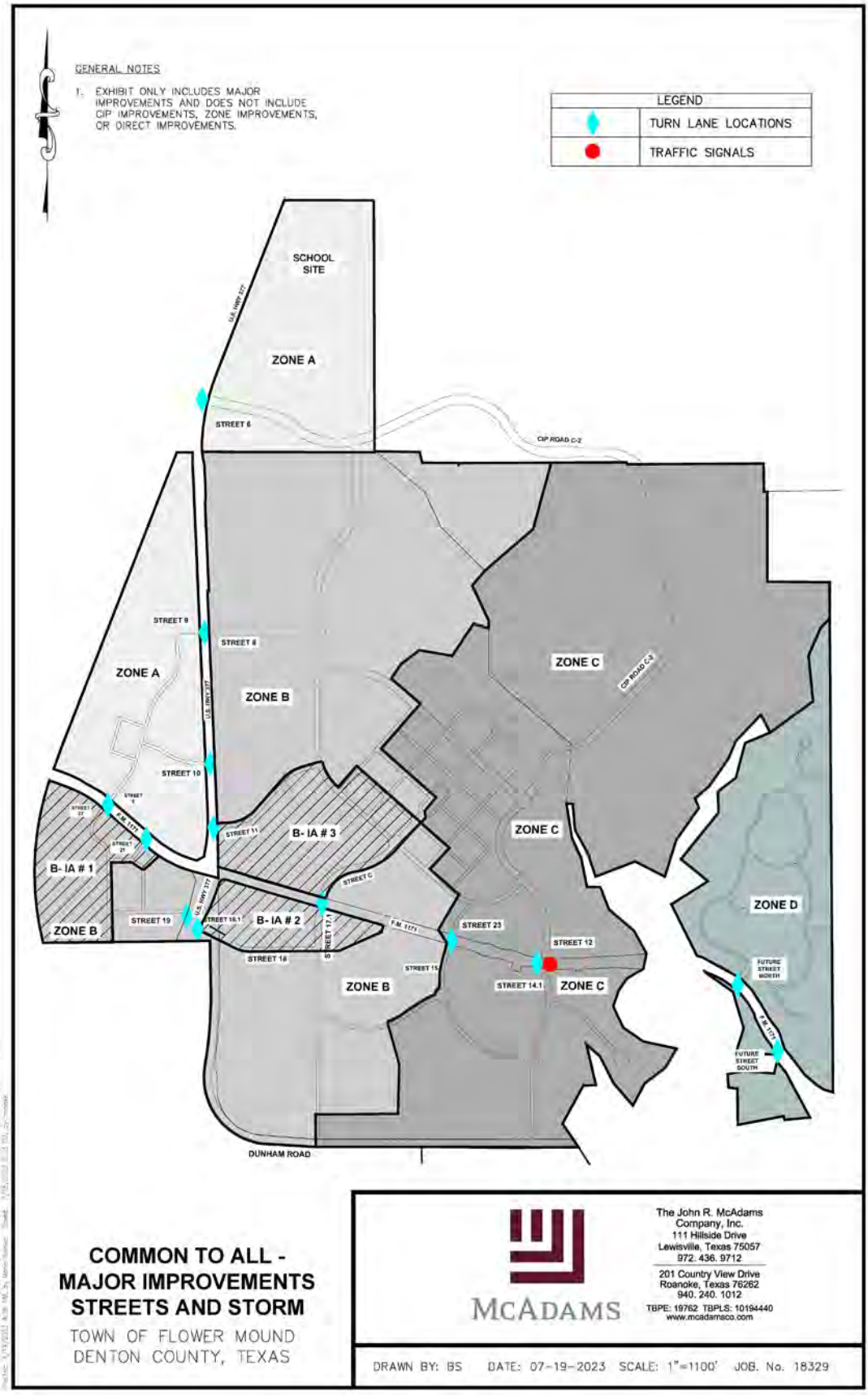
FURST RANCH COST DETAIL - MAJOR IMPROVEMENTS
(1,776.816 Acres)

Turn Lanes & Traffic Signals		
Turn Lanes	36	$6,735,960
Traffic Signals	1	$420,000
Sub-Total Turn Lanes & Traffic Signals		**$7,155,960**
Master Plan Trails		
12' Multi-Use Trails	70,360	$9,508,099
Equestrian Trails	11,110	$33,330
Pedestrian Bridges	3	$598,500
Burger Lake Boardwalk	N/A	$4,331,250
Sub-Total Master Plan Trails		**$14,471,179**
Improvements and Landscaping in Public Open Space (excluding trails)		
Burger Lake Grading and Mucking		$9,450,000
Sub-Total Impr. and Landscaping Public Open Space		**$9,450,000**
Required Monumentation		
TOFM Gateway Entry Mon.	1	$750,000
TOFM Major Entry Monumentation	2	$700,000
Sub-Total Required Monumentation		**$1,450,000**
Soft Costs		
Streets \ Storm Sewer		$213,625
Water		N/A
Water Reuse		N/A
Wastewater		N/A
Master Plan Trails		$448,074
Public Trail Linkages and Extensions		N/A
Imp. and Landscape in Pub. O.S		N/A
Imp. and Landscape in Cons. O.S		$309,066
Public Parkway Improvements		N/A
Required Monumentation		$45,675
Legal Fees		$23,049
Mobilization/Bonding & Permitting (6%)		$1,594,355
Engineering Design Fees (8%)		$2,125,806
Landscape Design Fees (4%)		$1,010,821
Survey Design Fees (8%)		$2,125,806
Sub-Total Soft Costs		**$7,896,276**

FURST RANCH COST DETAIL - MAJOR IMPROVEMENTS
(1,776.816 Acres)

Contingency		
15% Contingency		$4,879,071
	Sub-Total Contingency	**$4,879,071**
TOTAL		**$45,302,485**


GENERAL NOTES
1. EXHIBIT ONLY INCLUDES MAJOR IMPROVEMENTS AND DOES NOT INCLUDE CIP IMPROVEMENTS, ZONE IMPROVEMENTS, OR DIRECT IMPROVEMENTS.
LEGEND
TURN LANE LOCATIONS
TRAFFIC SIGNALS
SCHOOL SITE
ZONE A
STREET 6
CIP ROAD C-2
STREET 9
STREET 8
ZONE A
ZONE B
ZONE C
STREET 10
STREET 11
B- IA # 3
ZONE C
B- IA # 1
STREET C
ZONE D
ZONE B
STREET 19
STREET 18.1
B- IA # 2
STREET 17.1
STREET 18
STREET 23
STREET 12
STREET 15
STREET 14.1
ZONE B
ZONE C
FUTURE STREET NORTH
FUTURE STREET SOUTH
DUNHAM ROAD
COMMON TO ALL - MAJOR IMPROVEMENTS STREETS AND STORM
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
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MCADAMS
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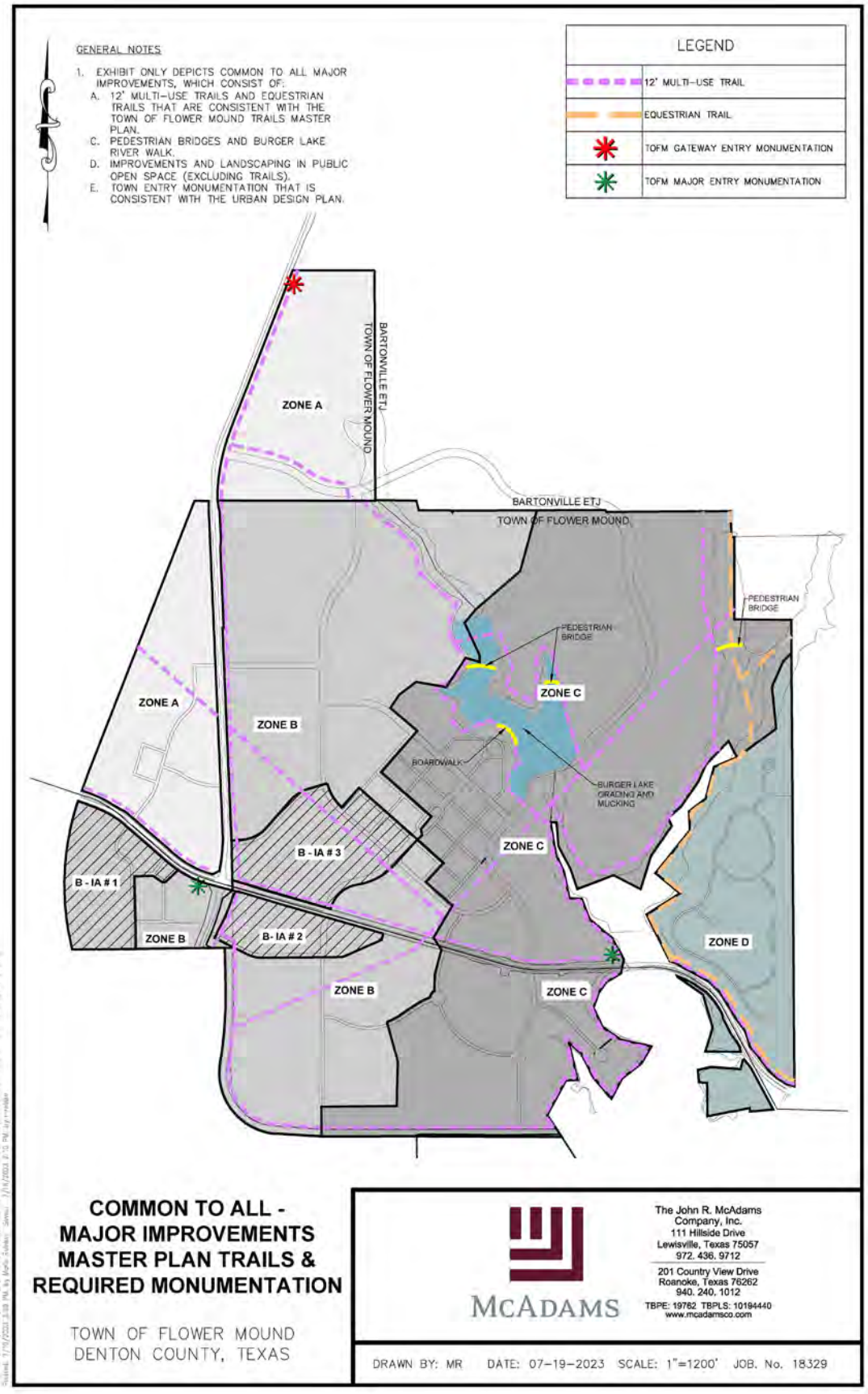
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS COMMON TO ALL MAJOR IMPROVEMENTS, WHICH CONSIST OF:
A. 12' MULTI-USE TRAILS AND EQUESTRIAN TRAILS THAT ARE CONSISTENT WITH THE TOWN OF FLOWER MOUND TRAILS MASTER PLAN.
C. PEDESTRIAN BRIDGES AND BURGER LAKE RIVER WALK.
D. IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS).
E. TOWN ENTRY MONUMENTATION THAT IS CONSISTENT WITH THE URBAN DESIGN PLAN.
LEGEND
12' MULTI-USE TRAIL
EQUESTRIAN TRAIL
TOFM GATEWAY ENTRY MONUMENTATION
TOFM MAJOR ENTRY MONUMENTATION
BARTONVILLE ETJ
TOWN OF FLOWER MOUND
ZONE A
ZONE B
ZONE C
ZONE D
B - IA # 1
B - IA # 2
B - IA # 3
PEDESTRIAN BRIDGE
BOARDWALK
BURGER LAKE GRADING AND MUCKING
COMMON TO ALL - MAJOR IMPROVEMENTS MASTER PLAN TRAILS & REQUIRED MONUMENTATION
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
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FURST RANCH COST DETAIL - ZONE A ZONE IMPROVEMENTS
(264.967 Acres)

	Total Street Length (LF)	***7,040***	
	Length (LF)		***ZONE***
Streets and Storm Sewer			
Street 9 - St. Sec 3 - 41'	2,715	$2,195,641	A
Street 9.1 - St. Sec 3 - 41'	1,130	$2,195,641	A
Street 10 - St. Sec 3 - 41'	895	$1,739,025	A
Sub-Total Streets and Storm Sewer		**$6,130,307**	

Costs limited to paving and storm sewer costs plus a multiplier consistent with the Town's Thoroughfare Impact fee analysis report for miscellaneous items related to road construction. In that number is revegetation of disturbed areas but no other costs for required landscaping.

Utilities-Water			
Water 9.1 - 8" W/L	1,130	$186,450	A
Water 10 - 8" W/L	895	$147,675	A
Water CIP Road C2 - 8" W/L	275	$45,375	A
Sub-Total Water		**$379,500**	
Utilities-Wastewater			
San Sew 6 - 8" San. Sew	2,010	$516,821	A
San Sew 9 - 8" San. Sew.	2,715	$698,094	A
San Sew 9.1 - 8" San. Sew.	1,130	$290,551	A
San Sew 10 - 8" San. Sew.	895	$230,127	A
San Sew CIP Road C2 - 8" San. Sew.	275	$70,709	A
Sub-Total Wastewater		**$1,806,303**	
Public Trail Linkages and Extensions			
8' Trails	8,200	$1,108,107	A
Sub-Total Public Trail Linkages and Extensions		**$1,108,107**	
Improvements and Landscaping in Public Open Space (excluding trails)			
Roadrunner Trail	5.16	$325,080	A
Bluebird Plaza	1.13	$397,478	A
Pocket Parks	1.00	$351,750	A
General Open Space	7.12	$654,150	A
Sub-Total Impr. and Landscaping Public Open Space		**$1,728,458**	

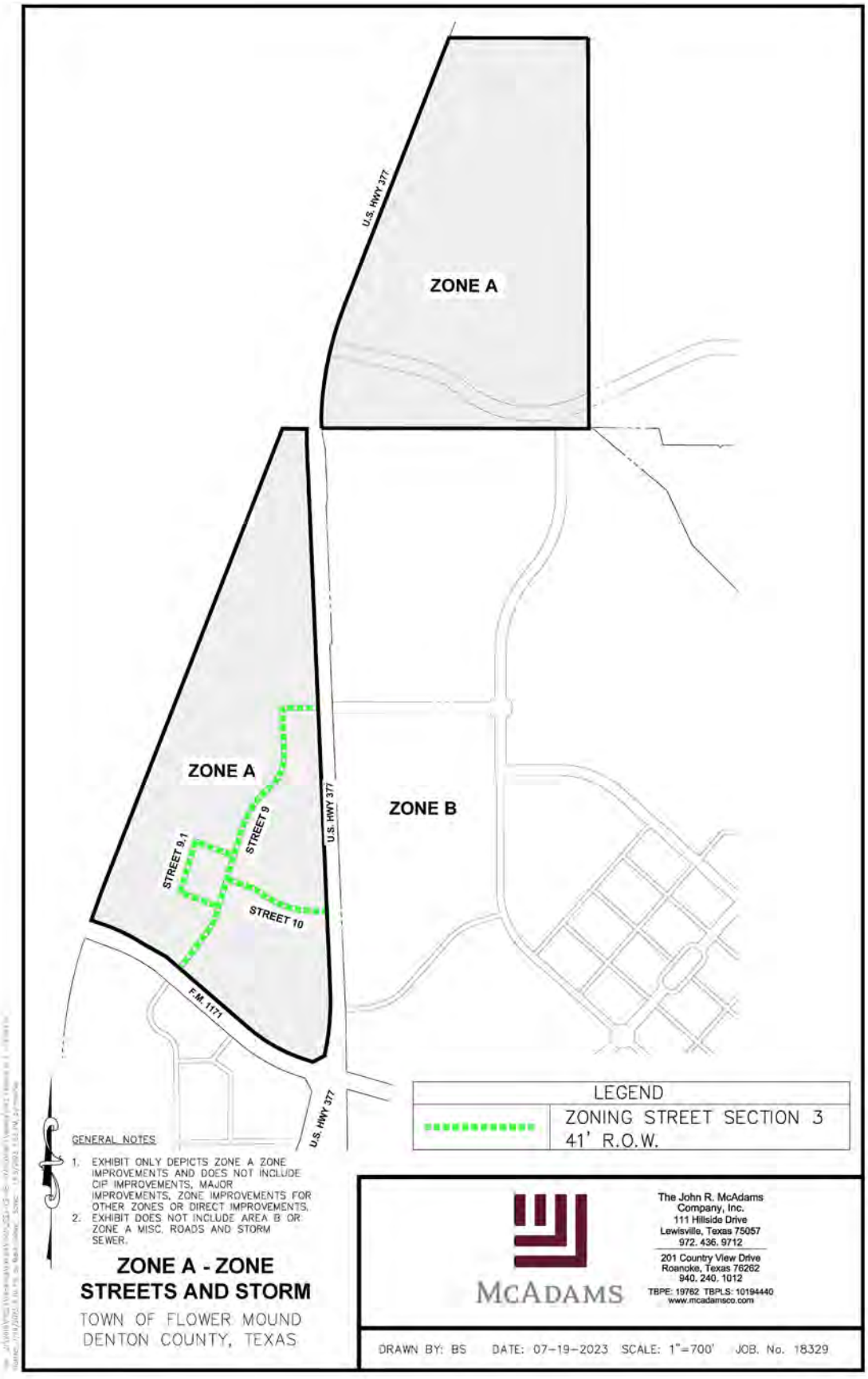
The location of pocket parks is not shown on the exhibits and will be determined at Site Plan or Record Plat.

FURST RANCH COST DETAIL - ZONE A ZONE IMPROVEMENTS
(264.967 Acres)

Improvements and Landscaping in Conservation Open Space (excluding trails)			***ZONE***
Heron Marsh	28.45	$10,007,288	A
General Open Space	14.49	$1,331,269	A
Sub-Total Imp. and Landscaping in Cons. Open Space		**$11,338,556**	
Public Parkway Improvements (excluding trails)			
Buffers	6.27	$1,119,195	A
Streetscape - Street Type A	2,150	$1,666,250	A
Streetscape - Street Type B	1,800	$909,000	A
Sub-Total Public Parkway Improvements		**$3,694,445**	

Street Type A & B can be found on figure 6.2 in the Flower Mound Ranch Zoning Ordinance (MU21-0002).
Only buffers that have masterplan trails are included in the buffer acreage.

Soft Costs		
Streets \ Storm Sewer	$2,144,238	A
Water	$11,954	A
Water Reuse	N/A	A
Wastewater	$56,899	A
Master Plan Trails	N/A	A
Public Trail Linkages and Extensions	$34,905	A
Imp. and Landscape in Pub. O.S	$54,446	A
Imp. and Landscape in Cons. O.S	$357,165	A
Public Parkway Improvements	$116,375	A
Required Monumentation	N/A	A
Legal Fees	$8,828	A
Mobilization/Bonding & Permitting (6%)	$55,312	A
Engineering Design Fees (8%)	$73,749	A
Landscape Design Fees (4%)	$22,516	A
Survey Design Fees (8%)	$73,749	A
Sub-Total Soft Costs	**$3,010,135**	
Contingency		
15% Contingency	$3,927,851	
Sub-Total Contingency	**$3,927,851**	A
TOTAL	**$33,123,662**	


ZONE A
U.S. HWY 377
ZONE A
ZONE B
U.S. HWY 377
STREET 9.1
STREET 9
STREET 10
F.M. 1171
U.S. HWY 377
LEGEND
ZONING STREET SECTION 3
41' R.O.W.
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS ZONE A ZONE IMPROVEMENTS AND DOES NOT INCLUDE CIP IMPROVEMENTS, MAJOR IMPROVEMENTS, ZONE IMPROVEMENTS FOR OTHER ZONES OR DIRECT IMPROVEMENTS.
2. EXHIBIT DOES NOT INCLUDE AREA B OR ZONE A MISC. ROADS AND STORM SEWER.
ZONE A - ZONE STREETS AND STORM
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
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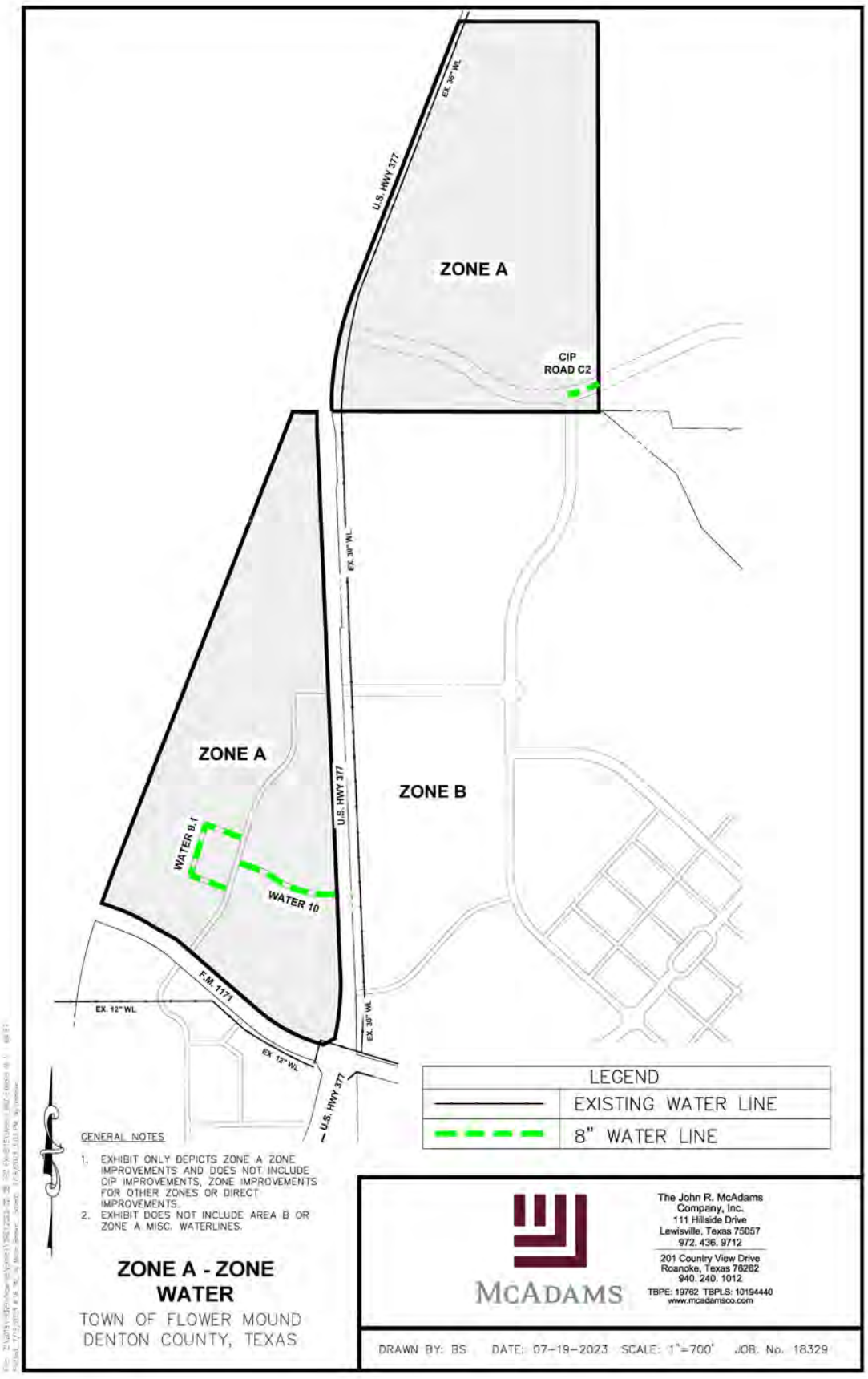
ZONE A
ZONE A
ZONE B
U.S. HWY 377
U.S. HWY 377
U.S. HWY 377
EX. 30" WL
EX. 30" WL
EX. 30" WL
CIP
ROAD C2
WATER 9.1
WATER 10
F.M. 1171
EX. 12" WL
EX. 12" WL
LEGEND
EXISTING WATER LINE
8" WATER LINE
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS ZONE A ZONE IMPROVEMENTS AND DOES NOT INCLUDE CIP IMPROVEMENTS, ZONE IMPROVEMENTS FOR OTHER ZONES OR DIRECT IMPROVEMENTS.
2. EXHIBIT DOES NOT INCLUDE AREA B OR ZONE A MISC. WATERLINES.
ZONE A - ZONE WATER
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
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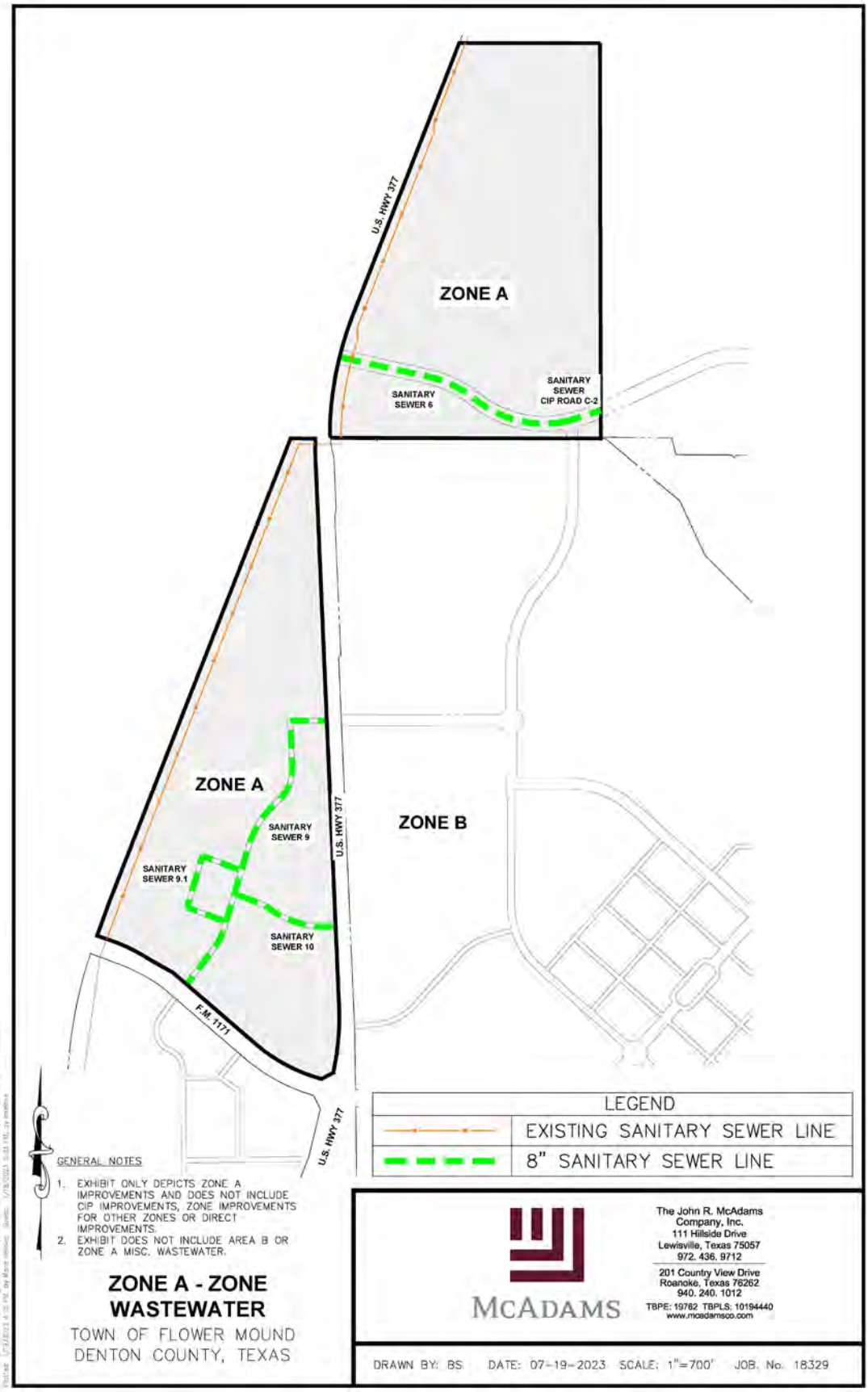
ZONE A
U.S. HWY 377
SANITARY SEWER 6
SANITARY SEWER CIP ROAD C-2
ZONE A
ZONE B
U.S. HWY 377
SANITARY SEWER 9
SANITARY SEWER 9.1
SANITARY SEWER 10
F.M. 1171
U.S. HWY 377
LEGEND
EXISTING SANITARY SEWER LINE
8" SANITARY SEWER LINE
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS ZONE A IMPROVEMENTS AND DOES NOT INCLUDE CIP IMPROVEMENTS, ZONE IMPROVEMENTS FOR OTHER ZONES OR DIRECT IMPROVEMENTS.
2. EXHIBIT DOES NOT INCLUDE AREA B OR ZONE A MISC. WASTEWATER.
ZONE A - ZONE WASTEWATER
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
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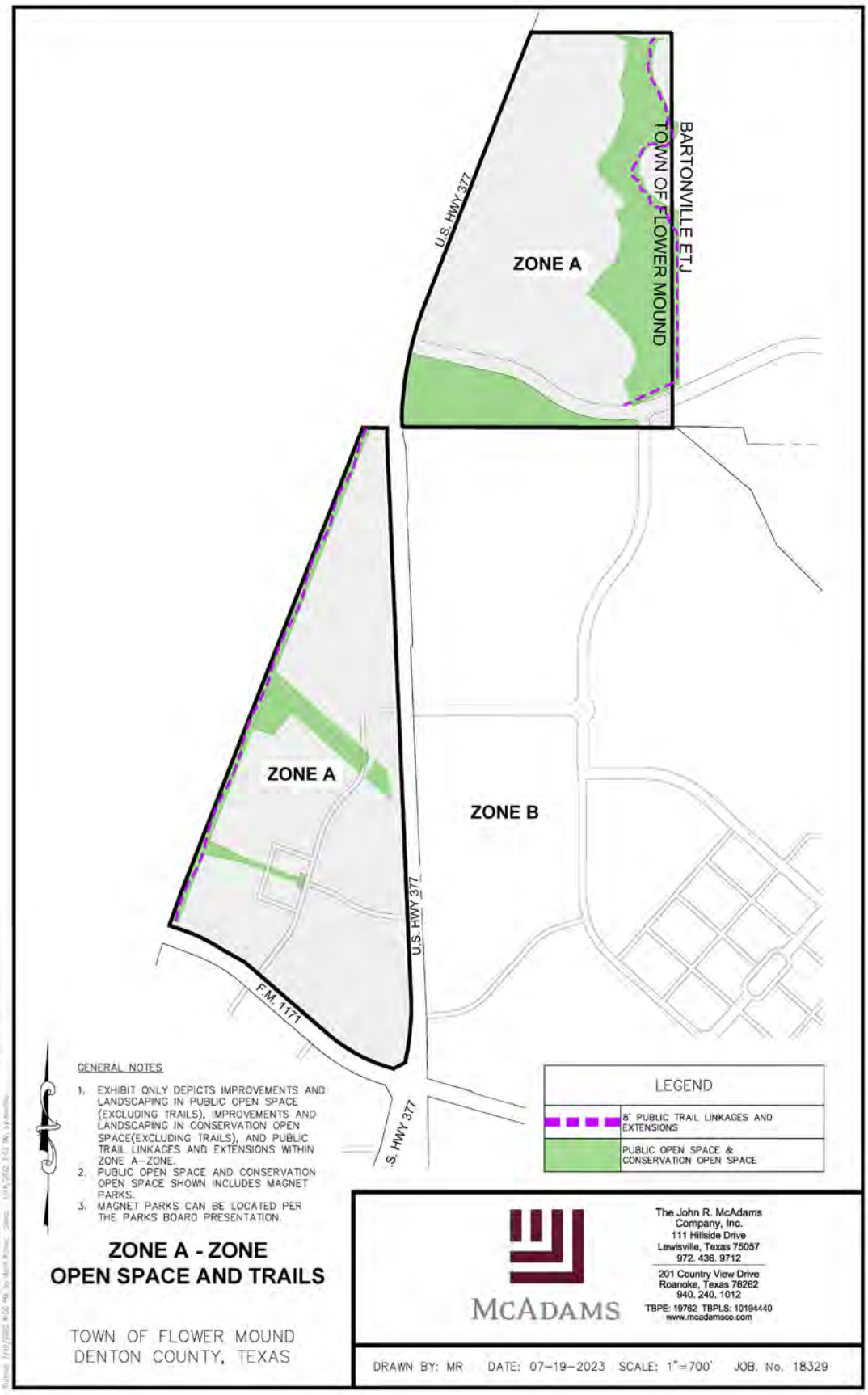
U.S. HWY 377
ZONE A
BARTONVILLE ETJ
TOWN OF FLOWER MOUND
ZONE A
ZONE B
U.S. HWY 377
F.M. 1171
S. HWY 377
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS), IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE(EXCLUDING TRAILS), AND PUBLIC TRAIL LINKAGES AND EXTENSIONS WITHIN ZONE A–ZONE.
2. PUBLIC OPEN SPACE AND CONSERVATION OPEN SPACE SHOWN INCLUDES MAGNET PARKS.
3. MAGNET PARKS CAN BE LOCATED PER THE PARKS BOARD PRESENTATION.
LEGEND
8' PUBLIC TRAIL LINKAGES AND EXTENSIONS
PUBLIC OPEN SPACE & CONSERVATION OPEN SPACE
ZONE A - ZONE
OPEN SPACE AND TRAILS
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
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FURST RANCH COST DETAIL - ZONE B ZONE IMPROVEMENTS
(655.687 Acres)

	Total Street Length (LF)	***15,480***	
	Length (LF)		***ZONE***
Streets and Storm Sewer			
Street 3 - St. Sec 3 - 41'	910	$1,768,171	B
Street 4 - St. Sec 3 - 41'	500	$971,523	B
Street 16 - St. Sec 3 - 41'	950	$1,845,893	B
Street 17 - St. Sec 3 - 41'	2,150	$4,177,547	B
Street 19 - St. Sec 3 - 41'	975	$1,894,469	B
Street 20- St. Sec 3 - 41'	1,065	$2,069,343	B
Street A - St. Sec 3 - 41'	1,500	$2,914,568	B
Street B - St. Sec 3 - 41'	750	$1,457,284	B
Street D - St. Sec 3 - 41'	375	$728,642	B
Street 21 - St. Sec 3 - 41'	255	$495,476	B
Street 22 - St. Sec 3 - 41'	1,860	$3,614,064	B
Street 18 - St. Sec 3 - 41'	1,370	$2,661,972	B
Street 18.1 - St. Sec 3 - 51'	210	$502,842	B
Street 4 - St. Sec 3 - 41'	1,000	$1,943,045	B
Street 11 - St. Sec 3 - 41'	1,610	$3,128,302	B
Sub-Total Streets and Storm Sewer		**$30,173,139**	

Costs limited to paving and storm sewer costs plus a multiplier consistent with the Town's Thoroughfare Impact fee analysis report for miscellaneous items related to road construction. In that number is revegetation of disturbed areas but no other costs for required landscaping.

FURST RANCH COST DETAIL - ZONE B ZONE IMPROVEMENTS
(655.687 Acres)

			ZONE
Utilities-Water			
Water 1 - 8" W/L	1,405	$231,825	B
Water 3 - 8" W/L	910	$150,150	B
Water 4 - 8" W/L	500	$82,500	B
Water 16 - 8" W/L	950	$156,750	B
Water 20 - 8" W/L	1,065	$175,725	B
Water A - 8" W/L	1,500	$247,500	B
Water B - 8" W/L	750	$123,750	B
Water C - 8" W/L	150	$24,750	B
Water C.1 - 8" W/L	300	$49,500	B
Water D - 8" W/L	375	$61,875	B
Dunham Road - 8" W/L	3,410	$562,650	B
Water 21 - 8" W/L	255	$42,075	B
Water 18 - 8" W/L	1,370	$226,050	B
Water 18.1 - 8" W/L	210	$34,650	B
Water 4 - 8" W/L	1,000	$165,000	B
Water 11 - 8" W/L	1,610	$265,650	B
	Sub-Total Water	**$2,600,400**	
Utilities-Wastewater			
San Sew 1 - 8" San. Sew.	1,405	$361,261	B
San Sew 3 - 8" San. Sew.	910	$233,984	B
San Sew 4 - 8" San. Sew.	500	$128,563	B
San Sew 8 - 8" San. Sew.	1,400	$359,975	B
San Sew 16 - 8" San. Sew.	950	$244,269	B
San Sew 17 - 8" San. Sew.	2,150	$552,819	B
San Sew 19 - 8" San. Sew.	975	$250,697	B
San Sew 20 - 8" San. Sew.	1,065	$273,838	B
San Sew A - 8" San. Sew.	1,500	$385,688	B
San Sew B - 8" San. Sew.	750	$192,844	B
San Sew C - 8" San. Sew.	150	$38,569	B
San Sew C.1 - 8" San. Sew.	300	$77,138	B
San Sew D - 8" San. Sew.	375	$96,422	B
Dunham Road - 8" San. Sew.	3,695	$950,077	B
San Sew 21 - 8" San. Sew.	255	$65,567	B
San Sew 22 - 8" San. Sew.	1,860	$478,253	B
San Sew 18.1 - 8" San. Sew.	210	$53,996	B
San Sew 4 - 8" San. Sew.	1,000	$257,125	B
San Sew 11 - 8" San. Sew.	1,610	$413,971	B
	Sub-Total Wastewater	**$5,415,053**	

FURST RANCH COST DETAIL - ZONE B ZONE IMPROVEMENTS
(655.687 Acres)

			ZONE
Public Trail Linkages and Extensions (excluding trails)			
8' Trails	6,350	$858,107	B
Pedestrian Bridge	1	$199,500	B
Sub-Total Public Trail Linkages and Extensions		**$1,057,607**	
Improvements and Landscaping in Public Open Space (excluding trails)			
Broomsedge	6.45	$2,268,788	B
Larkspur	11.64	$4,094,370	B
Roadrunner Trail	28.58	$1,800,540	B
Cardinal Crossing	1.43	$503,003	B
Pocket Parks	4.50	$1,582,875	B
General Open Space	8.94	$821,363	B
Sub-Total Impr. and Landscaping Public Open Space		**$11,070,938**	

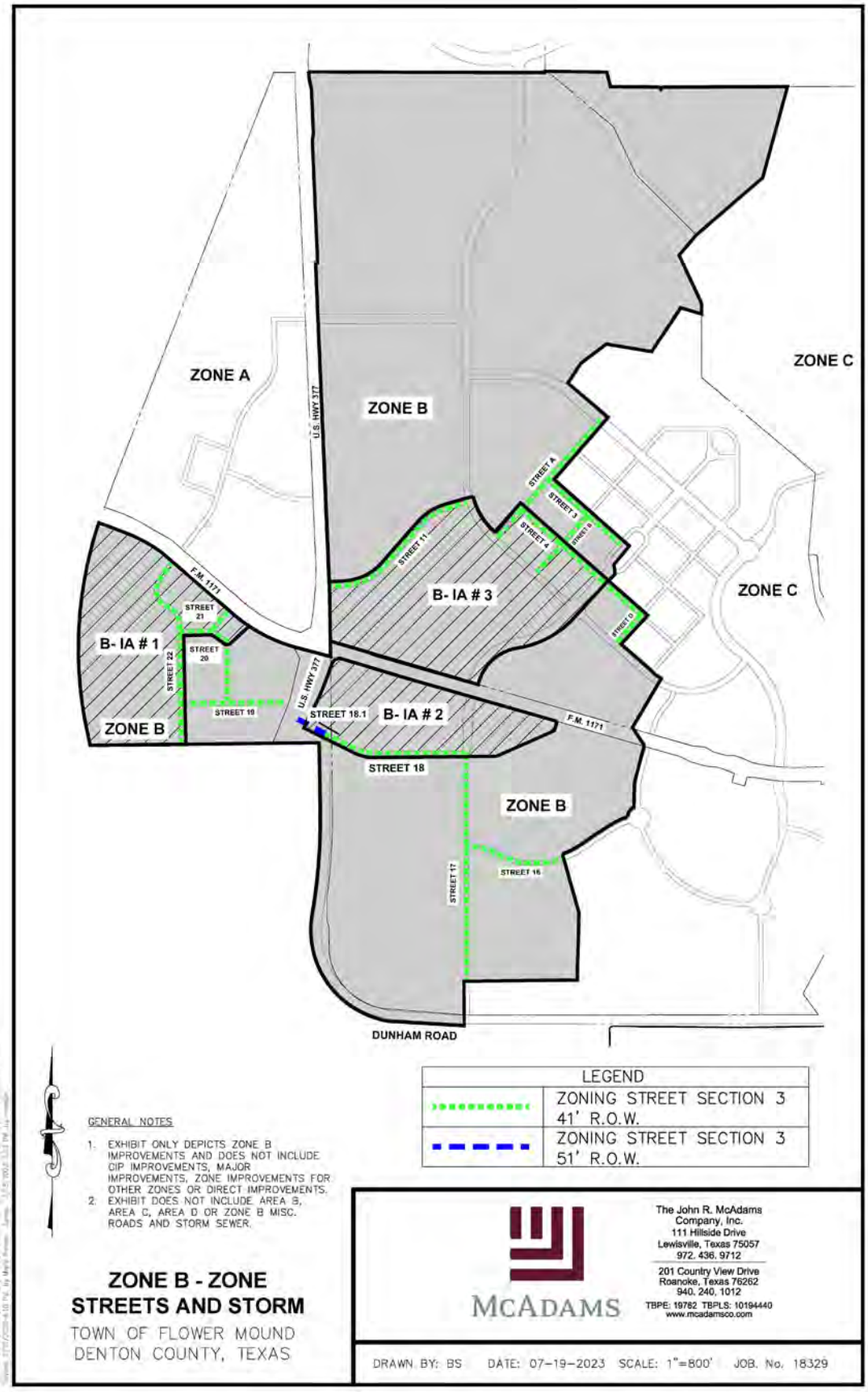
The location of pocket parks is not shown on the exhibits and will be determined at Site Plan or Record Plat.

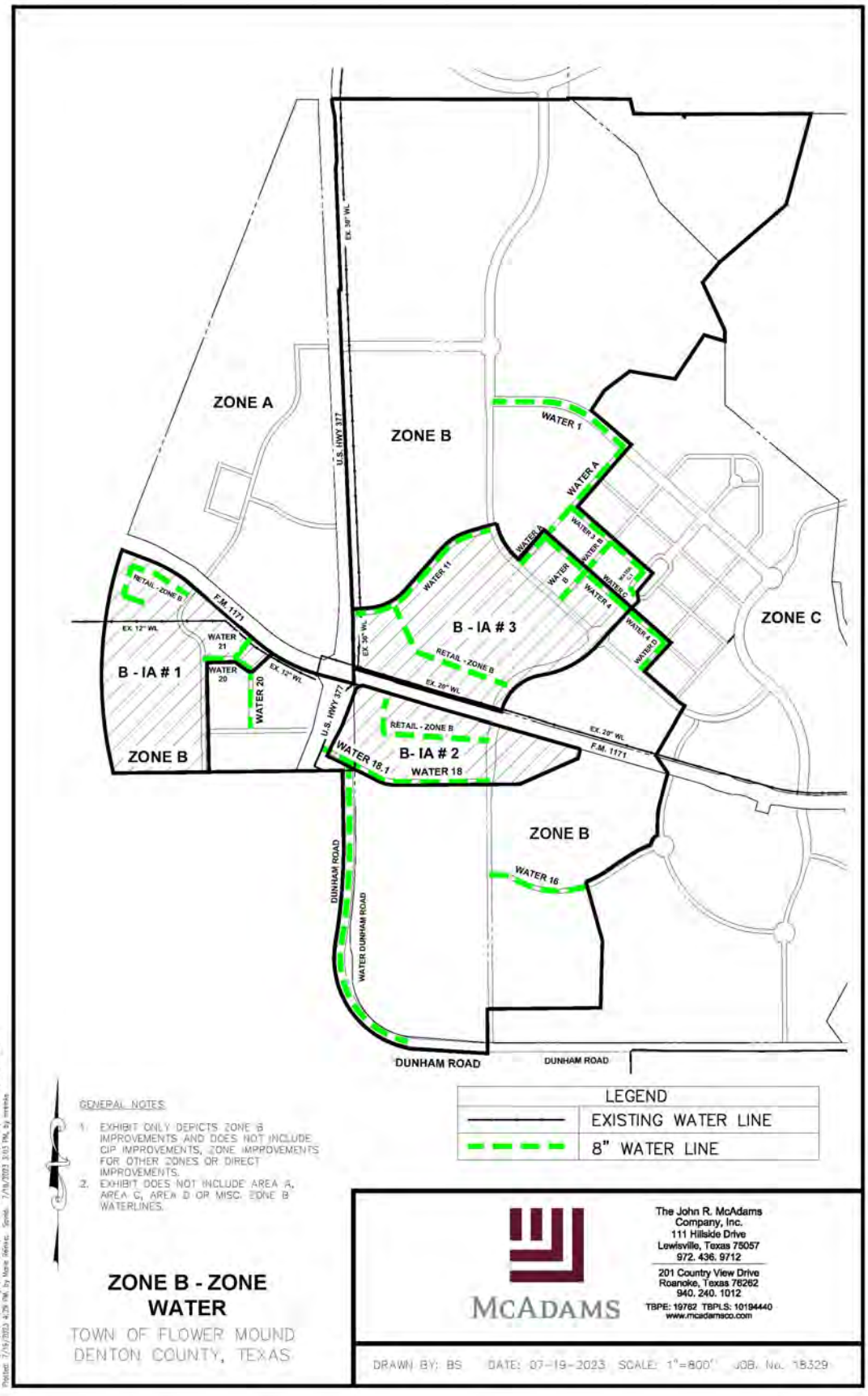
Improvements and Landscaping in Conservation Open Space (excluding trails)			
Broomsedge	11.14	$3,918,495	B
Sub-Total Imp. and Landscaping in Cons. Open Space		**$3,918,495**	
Public Parkway Improvements (excluding trails)			
Buffers	10.20	$1,820,700	B
Streetscape - Street Type A	2,860	$2,216,500	B
Streetscape - Steret Type B	15,905	$8,032,025	B
Sub-Total Public Parkway Improvements		**$12,069,225**	

Street Type A & B can be found on figure 6.2 in the Flower Mound Ranch Zoning Ordinance (MU21-0002). Only buffers that have masterplan trails are included in the buffer acreage.

FURST RANCH COST DETAIL - ZONE B ZONE IMPROVEMENTS
(655.687 Acres)

Soft Costs			***ZONE***
	Streets \ Storm Sewer	$53,463,363	B
	Water	$81,913	B
	Water Reuse	N/A	B
	Wastewater	$170,574	B
	Master Plan Trails	N/A	B
	Public Trail Linkages and Extensions	$33,315	B
	Imp. and Landscape in Pub. O.S	$378,153	B
	Imp. and Landscape in Cons. O.S	$123,433	B
	Public Parkway Improvements	$516,594	B
	Required Monumentation	N/A	B
	Legal Fees	$41,728	B
	Mobilization/Bonding & Permitting (6%)	$4,328,812	B
	Engineering Design Fees (8%)	$5,771,750	B
	Landscape Design Fees (4%)	$1,335,231	B
	Survey Design Fees (8%)	$5,771,750	B
	Sub-Total Soft Costs	**$72,016,614**	
Contingency			***ZONE***
	15% Contingency	$9,945,728	
	Sub-Total Contingency	**$9,945,728**	B
	TOTAL	**$148,267,199**	


ZONE A
ZONE B
ZONE C
ZONE C
ZONE B
ZONE B
U.S. HWY 377
F.M. 1171
B- IA # 1
B- IA # 2
B- IA # 3
STREET 21
STREET 22
STREET 20
STREET 19
STREET 18.1
STREET 18
STREET 16
STREET 17
STREET 11
STREET A
STREET 3
STREET 4
STREET B
STREET D
DUNHAM ROAD
LEGEND
ZONING STREET SECTION 3 41' R.O.W.
ZONING STREET SECTION 3 51' R.O.W.
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS ZONE B IMPROVEMENTS AND DOES NOT INCLUDE CIP IMPROVEMENTS, MAJOR IMPROVEMENTS, ZONE IMPROVEMENTS FOR OTHER ZONES OR DIRECT IMPROVEMENTS.
2. EXHIBIT DOES NOT INCLUDE AREA B, AREA C, AREA D OR ZONE B MISC. ROADS AND STORM SEWER.
ZONE B - ZONE STREETS AND STORM
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com
DRAWN BY: BS DATE: 07-19-2023 SCALE: 1"=800' JOB. No. 18329


ZONE A
ZONE B
ZONE C
U.S. HWY 377
EX. 36" WL
WATER 1
WATER A
WATER 11
WATER B
WATER 4
WATER C
WATER 4.D
B - IA # 3
RETAIL - ZONE B
EX. 20" WL
F.M. 1171
EX. 12" WL
WATER 21
WATER 20
B - IA # 1
B- IA # 2
WATER 18
WATER 18.1
WATER 16
DUNHAM ROAD
WATER DUNHAM ROAD
LEGEND
EXISTING WATER LINE
8" WATER LINE
GENERAL NOTES:
1. EXHIBIT ONLY DEPICTS ZONE B IMPROVEMENTS AND DOES NOT INCLUDE CIP IMPROVEMENTS, ZONE IMPROVEMENTS FOR OTHER ZONES OR DIRECT IMPROVEMENTS.
2. EXHIBIT DOES NOT INCLUDE AREA A, AREA C, AREA D OR MISC. ZONE B WATERLINES.
ZONE B - ZONE WATER
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
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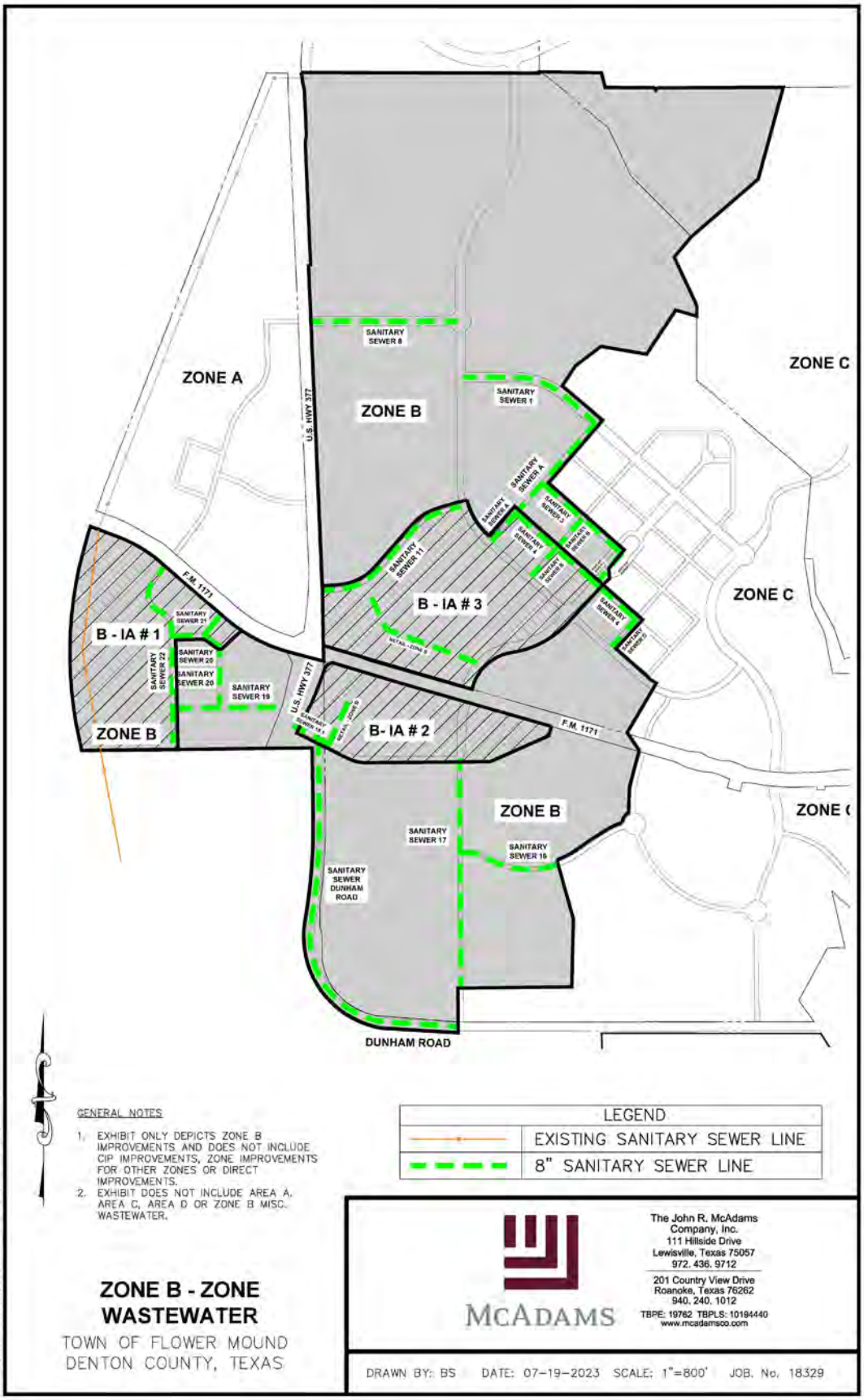
ZONE A
ZONE B
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ZONE C
ZONE B
ZONE B
ZONE B
ZONE (
B - IA # 1
B - IA # 3
B- IA # 2
U.S. HWY 377
U.S. HWY 377
F.M. 1171
F.M. 1171
SANITARY SEWER 8
SANITARY SEWER 7
SANITARY SEWER 6
SANITARY SEWER 5
SANITARY SEWER 4
SANITARY SEWER 3
SANITARY SEWER 2
SANITARY SEWER 1
SANITARY SEWER 11
SANITARY SEWER 21
SANITARY SEWER 22
SANITARY SEWER 20
SANITARY SEWER 20
SANITARY SEWER 19
SANITARY SEWER 18
SANITARY SEWER 17
SANITARY SEWER 16
SANITARY SEWER DUNHAM ROAD
DUNHAM ROAD
GENERAL NOTES
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2. EXHIBIT DOES NOT INCLUDE AREA A, AREA C, AREA D OR ZONE B MISC. WASTEWATER.
LEGEND
EXISTING SANITARY SEWER LINE
8" SANITARY SEWER LINE
ZONE B - ZONE WASTEWATER
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
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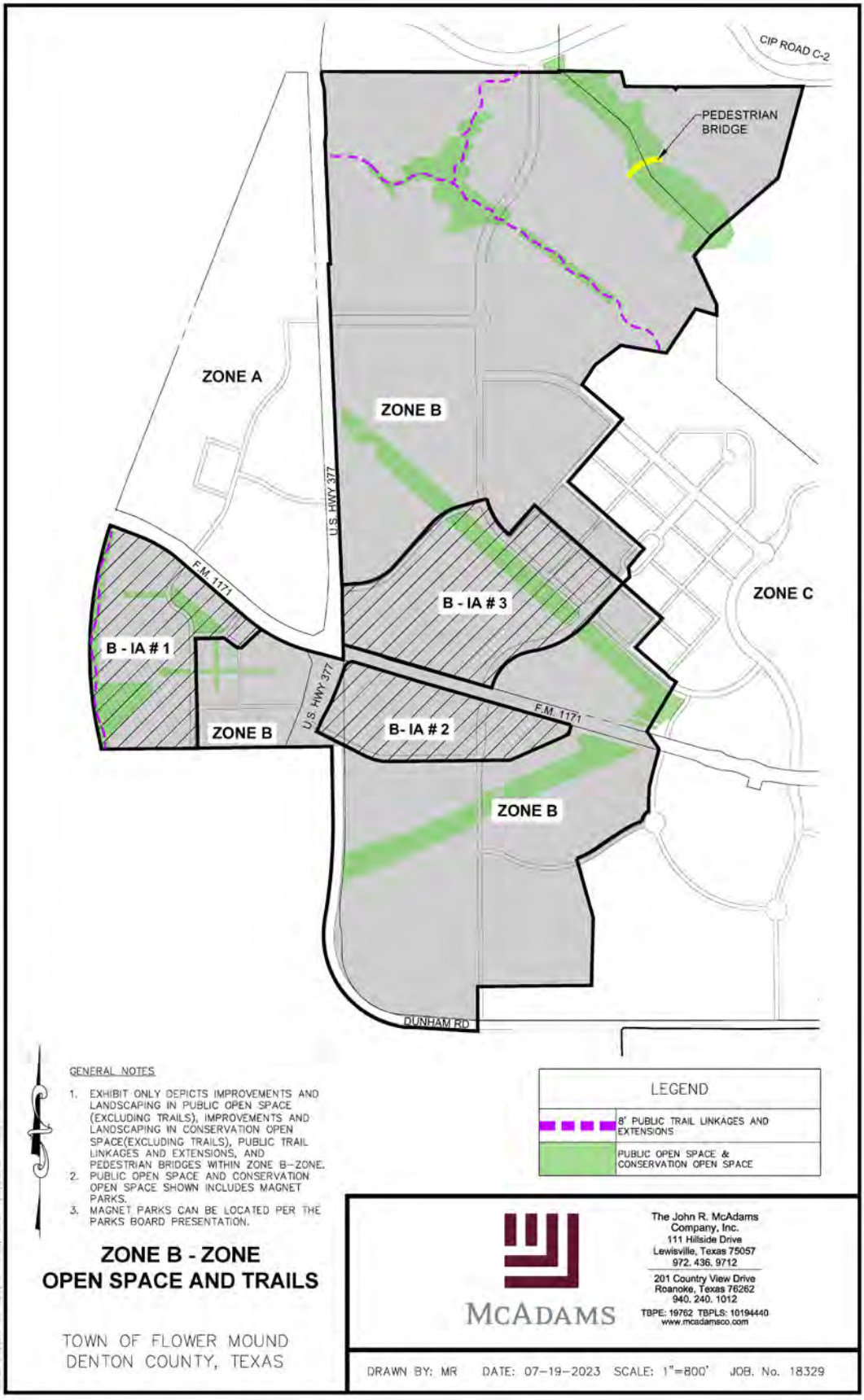
CIP ROAD C-2
PEDESTRIAN BRIDGE
ZONE A
ZONE B
U.S. HWY 377
F.M. 1171
B - IA # 3
ZONE C
B - IA # 1
U.S. HWY 377
F.M. 1171
ZONE B
B- IA # 2
ZONE B
DUNHAM RD
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS), IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE(EXCLUDING TRAILS), PUBLIC TRAIL LINKAGES AND EXTENSIONS, AND PEDESTRIAN BRIDGES WITHIN ZONE B-ZONE.
2. PUBLIC OPEN SPACE AND CONSERVATION OPEN SPACE SHOWN INCLUDES MAGNET PARKS.
3. MAGNET PARKS CAN BE LOCATED PER THE PARKS BOARD PRESENTATION.
LEGEND
8' PUBLIC TRAIL LINKAGES AND EXTENSIONS
PUBLIC OPEN SPACE & CONSERVATION OPEN SPACE
ZONE B - ZONE
OPEN SPACE AND TRAILS
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
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FURST RANCH COST DETAIL - ZONE C ZONE IMPROVEMENTS
(689.582 Acres)

	Total Street Length (LF)	***15,600***	
	Length (LF)		***ZONE***
Streets and Storm Sewer			
Street 2 - St. Sec 3 - 41'	1,865	$3,623,779	C
Street 3.1 - St. Sec 3 - 41'	845	$1,641,873	C
Street 4 - St. Sec 3 - 41'	435	$845,225	C
Street 13 - St. Sec 3 - 41'	1,240	$4,303,845	C
Street 14 - St. Sec 3 - 51'	1,845	$4,417,825	C
Street 15 - St. Sec 3 - 41'	2,215	$4,303,845	C
Street 16 - St. Sec 3 - 41'	825	$1,603,012	C
Street 17 - St. Sec 3 - 41'	365	$709,211	C
Street 23 - St. Sec 3 - 41'	475	$922,946	C
Street B - St. Sec 3 - 41'	1,735	$3,371,183	C
Street C.3 - St. Sec 3 - 41'	455	$884,085	C
Street C.4 - St. Sec 3 - 41'	245	$476,046	C
Street C.5 - St. Sec 3 - 41'	245	$476,046	C
Street D - St. Sec 3 - 41'	2,060	$4,002,673	C
Street E - St. Sec 3 - 41'	750	$1,457,284	C
Sub-Total Streets and Storm Sewer		**$33,038,878**	

Costs limited to paving and storm sewer costs plus a multiplier consistent with the Town's Thoroughfare Impact fee analysis report for miscellaneous items related to road construction. In that number is revegetation of disturbed areas but no other costs for required landscaping.

FURST RANCH COST DETAIL - ZONE C ZONE IMPROVEMENTS

Utilities-Water			***ZONE***
Water 1 - 8" W/L	1,860	$306,900	C
Water 2 - 8" W/L	1,865	$307,725	C
Water 3.1 - 8" W/L	845	$139,425	C
Water 4 - 8" W/L	435	$71,775	C
Water 6.2 - 8" W/L	1,010	$166,650	C
Water 12 - 8" W/L	1,233	$203,445	C
Water 13 - 8" W/L	1,240	$204,600	C
Water 16 - 8" W/L	825	$136,125	C
Water 23 - 8" W/L	475	$78,375	C
Water B - 8" W/L	1,735	$286,275	C
Water C.1 - 8" W/L	850	$140,250	C
Water C.2 - 8" W/L	525	$86,625	C
Water C.3 - 8" W/L	455	$75,075	C
Water C.4 - 8" W/L	245	$40,425	C
Water C.5 - 8" W/L	245	$40,425	C
Water D - 8" W/L	2,060	$339,900	C
Water E - 8" W/L	750	$123,750	C
Water - CIP Road C2 - 8" W/L	4,360	$719,400	C
	Sub-Total Water	**$3,467,145**	
Utilities-Wastewater			
San Sew 1 - 8" San. Sew.	1,860	$478,253	C
San Sew 2 - 8" San. Sew.	1,865	$479,538	C
San Sew 3.1 - 8" San. Sew.	845	$217,271	C
San Sew 4 - 8" San. Sew.	435	$111,849	C
San Sew 13 - 8" San. Sew.	1,240	$318,835	C
San Sew 15 - 8" San. Sew.	2,215	$569,532	C
San Sew 16 - 8" San. Sew.	825	$212,128	C
San Sew 23 - 8" San Sew.	475	$122,134	C
San Sew B - 8" San. Sew.	1,735	$446,112	C
San Sew C.4 - 8" San. Sew.	245	$62,996	C
San Sew C.5 - 8" San. Sew.	245	$62,996	C
San Sew D - 8" San. Sew.	2,060	$529,678	C
San Sew E - 8" San. Sew.	750	$192,844	C
	Sub-Total Wastewater	**$3,804,164**	

FURST RANCH COST DETAIL - ZONE C ZONE IMPROVEMENTS

			ZONE
Public Trail Linkages and Extensions			
8' Trails	8,750	$1,182,431	C
Pedestrian Bridges	3	$598,500	C
Sub-Total Public Trail Linkages and Extensions		**$1,780,931**	
Improvements and Landscaping in Public Open Space (excluding trails)			
Natural Corridors	32.61	$2,996,044	C
Furst Trail Head	14.97	$9,588,285	C
Roadrunner Trail	28.21	$1,777,230	C
The Commons	1.25	$800,625	C
Arrowhead Park	1.82	$1,165,710	C
Commercial Lake District	3.54	$2,267,370	C
Residential Lake District	20.29	$12,995,745	C
Pocket Parks	2.50	$879,375	C
Sub-Total Impr. and Landscaping Public Open Space		**$32,470,384**	

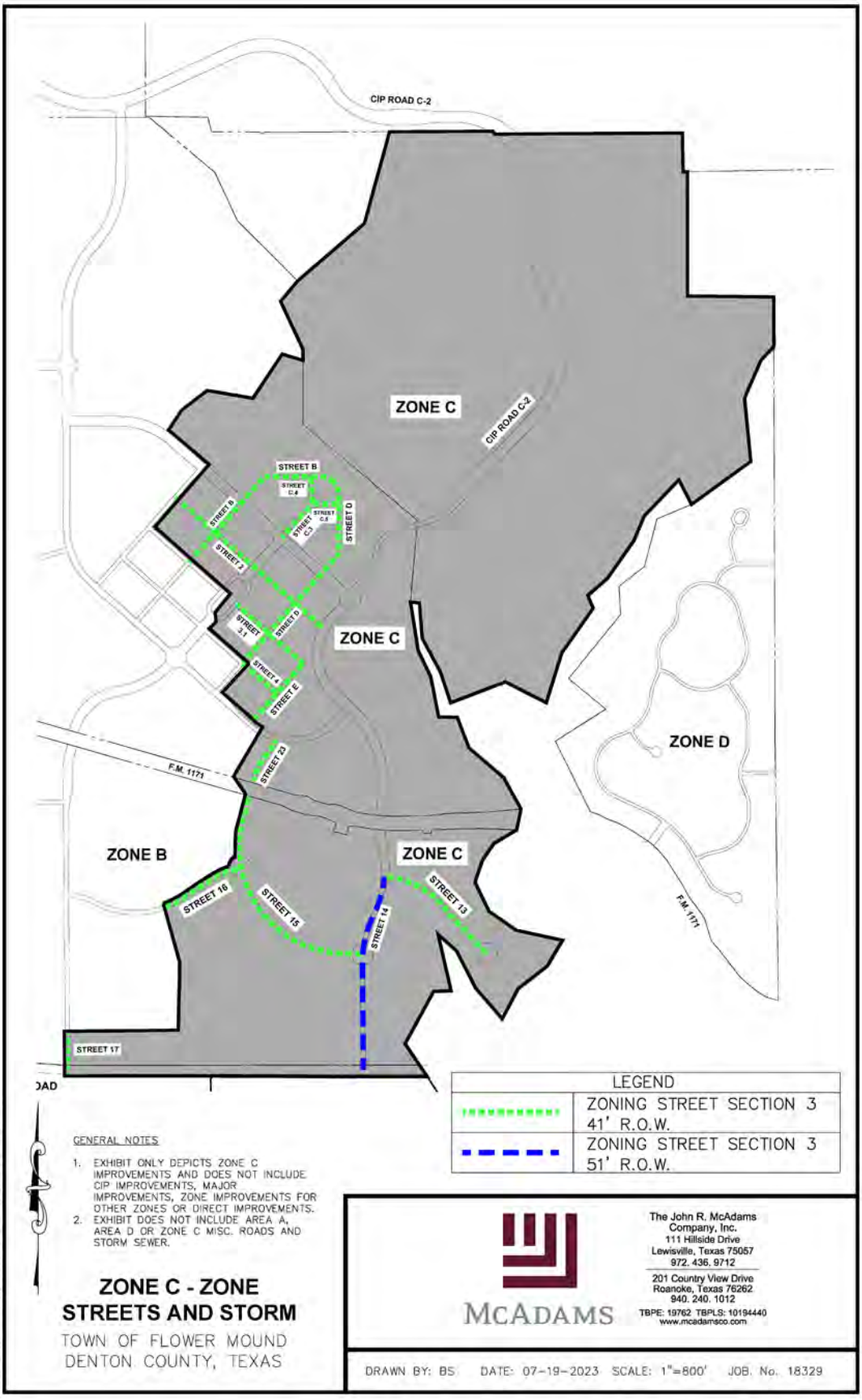
The location of pocket parks is not shown on the exhibits and will be determined at Site Plan or Record Plat.

Improvements and Landscaping in Conservation Open Space (excluding trails)			
Residential Lake District	36.33	$23,269,365	C
Roadrunner Trail	19.27	$1,214,010	C
The Grove	14.10	$4,959,675	C
Fossil Creek Nature Area	75.76	$4,772,880	C
Wren House	6.82	$1,217,370	C
Sub-Total Imp. and Landscaping in Cons. Open Space		**$35,433,300**	
Public Parkway Improvements (excluding trails)			
Buffers	2.98	$531,930	C
Streetscape - Street Type A	16,900	$13,097,500	C
Streetscape - Street Type B	16,200	$8,181,000	C
Sub-Total Public Parkway Improvements		**$21,810,430**	

Street Type A & B can be found on figure 6.2 in the Flower Mound Ranch Zoning Ordinance (MU21-0002). Only buffers that have masterplan trails are included in the buffer acreage.

FURST RANCH COST DETAIL - ZONE C ZONE IMPROVEMENTS

Soft Costs			***ZONE***
	Streets \ Storm Sewer	$7,605,981	C
	Water	$109,215	C
	Water Reuse	N/A	C
	Wastewater	$113,149	C
	Master Plan Trails	N/A	C
	Public Trail Linkages and Extensions	$56,099	C
	Imp. and Landscape in Pub. O.S	$1,022,817	C
	Imp. and Landscape in Cons. O.S	$1,116,149	C
	Public Parkway Improvements	$687,029	C
	Required Monumentation	N/A	C
	Legal Fees	$84,979	C
	Mobilization/Bonding & Permitting (6%)	$8,076,908	C
	Engineering Design Fees (8%)	$10,769,211	C
	Landscape Design Fees (4%)	$3,659,802	C
	Survey Design Fees (8%)	$10,769,211	C
	Sub-Total Soft Costs	**$44,070,550**	
Contingency			
	15% Contingency	$19,770,785	C
	Sub-Total Contingency	**$19,770,785**	
	TOTAL	**$195,646,567**	


CIP ROAD C-2
ZONE C
CIP ROAD C-2
STREET B
STREET C.4
STREET A
STREET C.3
STREET C.5
STREET D
STREET 7
STREET 3.1
STREET D
ZONE C
STREET 4
STREET E
ZONE D
F.M. 1171
STREET 23
ZONE B
ZONE C
STREET 16
STREET 15
STREET 14
STREET 13
F.M. 1171
STREET 17
LEGEND
ZONING STREET SECTION 3 41' R.O.W.
ZONING STREET SECTION 3 51' R.O.W.
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS ZONE C IMPROVEMENTS AND DOES NOT INCLUDE CIP IMPROVEMENTS, MAJOR IMPROVEMENTS, ZONE IMPROVEMENTS FOR OTHER ZONES OR DIRECT IMPROVEMENTS.
2. EXHIBIT DOES NOT INCLUDE AREA A, AREA D OR ZONE C MISC. ROADS AND STORM SEWER.
ZONE C - ZONE STREETS AND STORM
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
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
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www.mcadamsco.com
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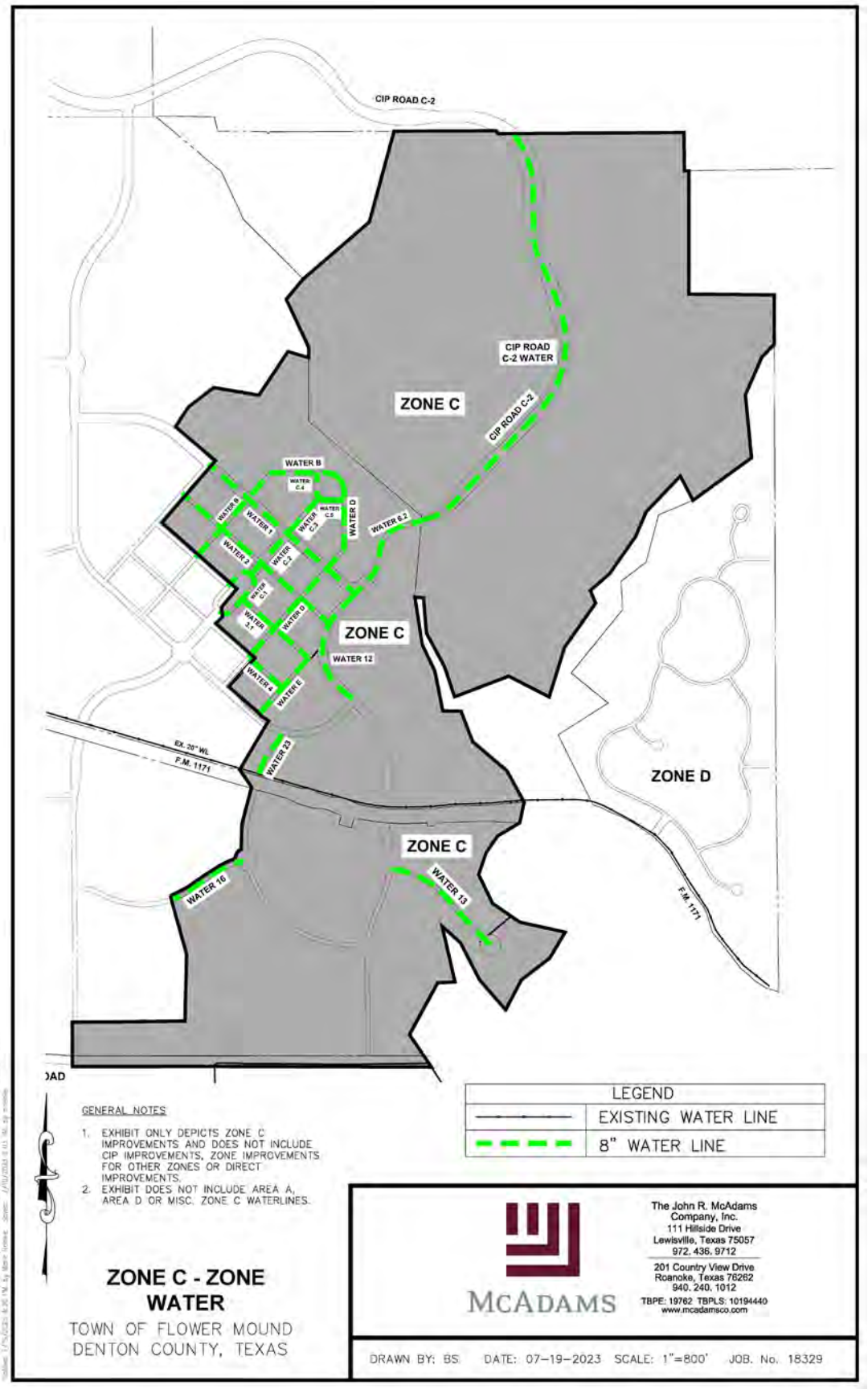
CIP ROAD C-2
CIP ROAD C-2 WATER
CIP ROAD C-3
ZONE C
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ZONE D
WATER 8
WATER C.4
WATER B
WATER 1
WATER C.3
WATER C.5
WATER D
WATER 6.2
WATER 2
WATER C.2
WATER 6.1
WATER 3.1
WATER D
WATER 12
WATER 4
WATER E
EX. 20" WL
F.M. 1171
WATER 23
WATER 10
WATER 13
F.M. 1171
LEGEND
EXISTING WATER LINE
8" WATER LINE
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS ZONE C IMPROVEMENTS AND DOES NOT INCLUDE CIP IMPROVEMENTS, ZONE IMPROVEMENTS FOR OTHER ZONES OR DIRECT IMPROVEMENTS.
2. EXHIBIT DOES NOT INCLUDE AREA A, AREA D OR MISC. ZONE C WATERLINES.
ZONE C - ZONE WATER
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
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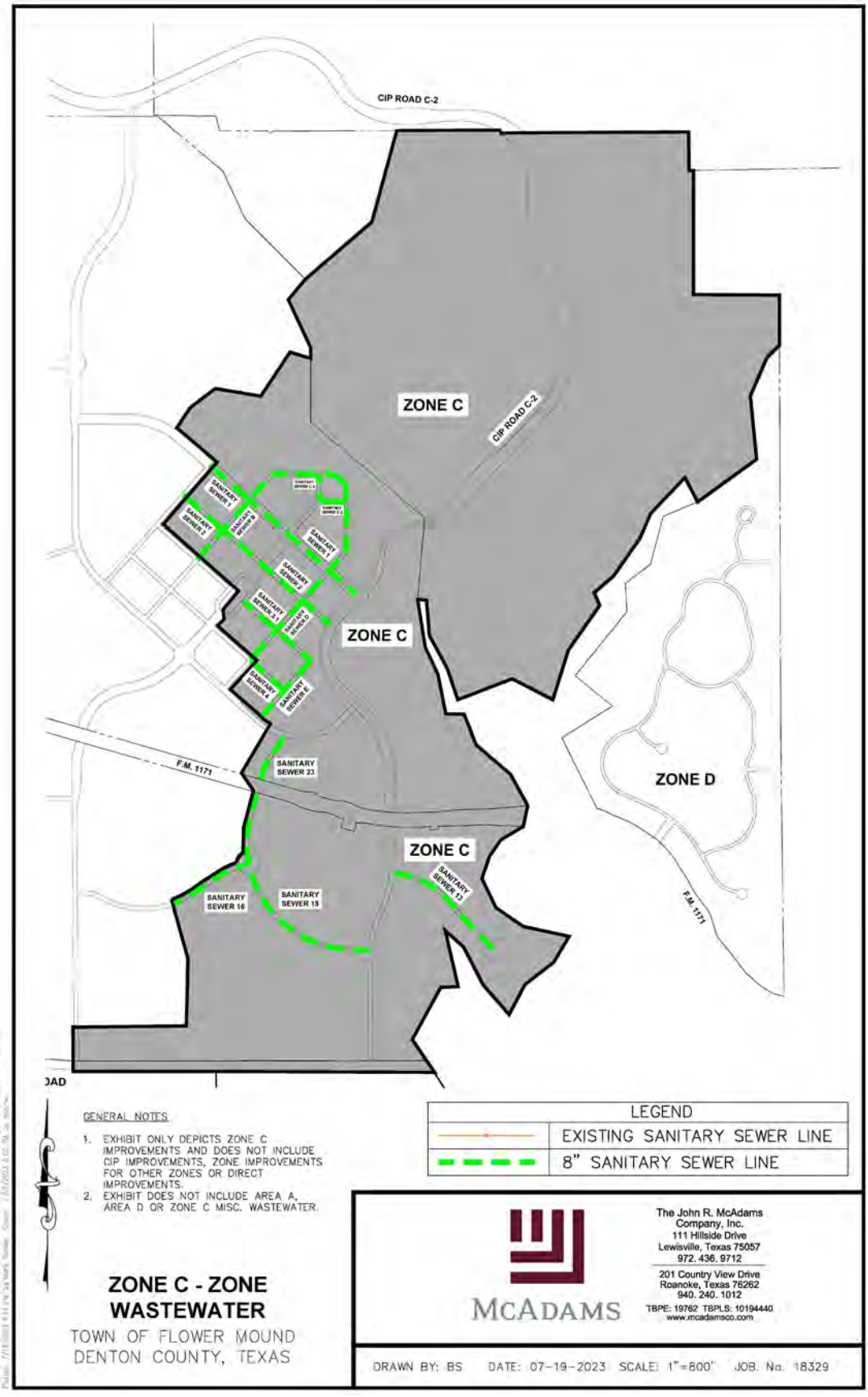
CIP ROAD C-2
ZONE C
CIP ROAD C-2
ZONE C
ZONE D
ZONE C
F.M. 1171
SANITARY SEWER 23
SANITARY SEWER 16
SANITARY SEWER 15
SANITARY SEWER 13
F.M. 1171
GENERAL NOTES:
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LEGEND
EXISTING SANITARY SEWER LINE
8" SANITARY SEWER LINE
ZONE C - ZONE WASTEWATER
TOWN OF FLOWER MOUND
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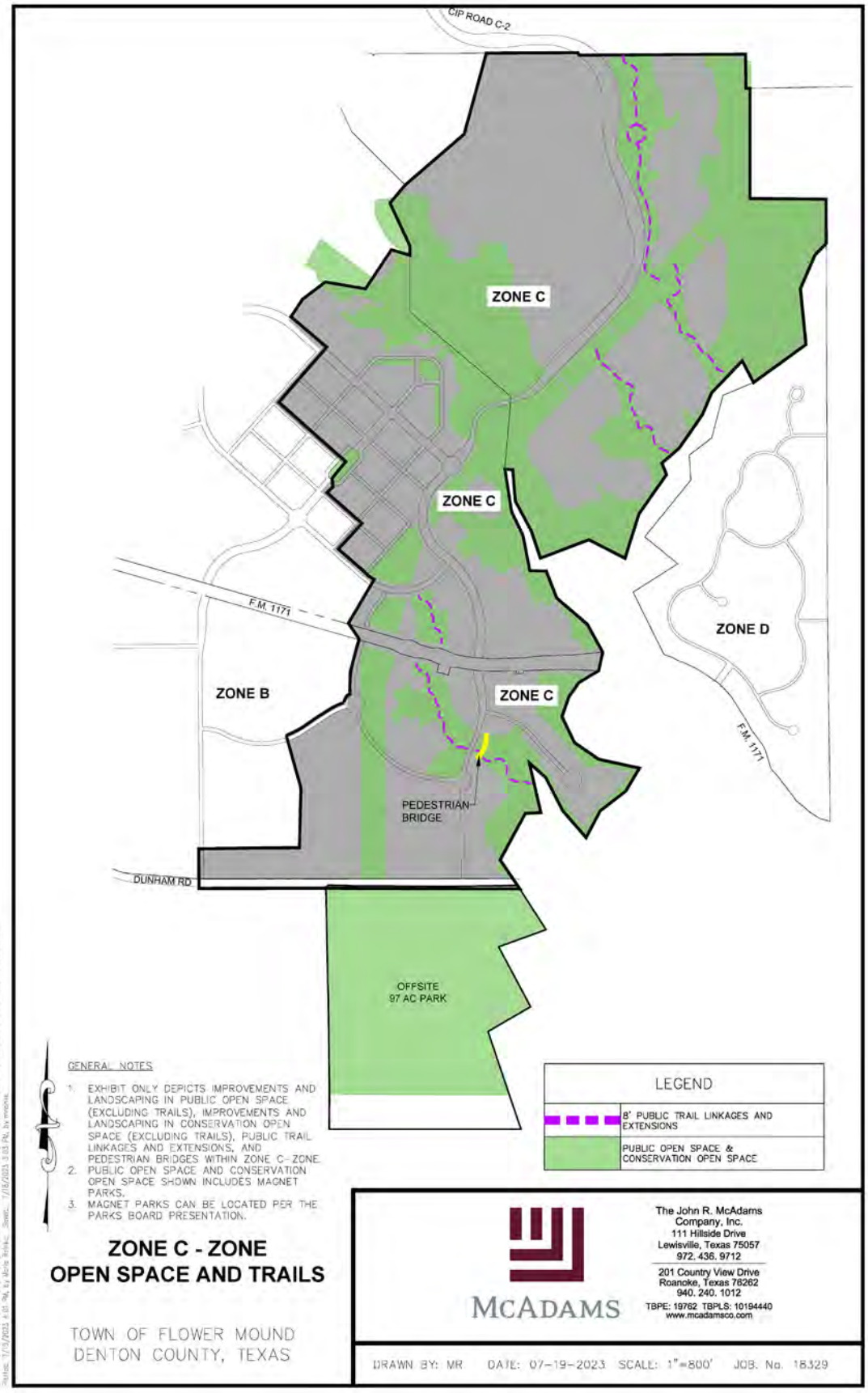
CIP ROAD C-2
ZONE C
ZONE C
F.M. 1171
ZONE D
ZONE B
ZONE C
F.M. 1171
PEDESTRIAN BRIDGE
DUNHAM RD
OFFSITE 97 AC PARK
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS), IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE (EXCLUDING TRAILS), PUBLIC TRAIL LINKAGES AND EXTENSIONS, AND PEDESTRIAN BRIDGES WITHIN ZONE C-ZONE.
2. PUBLIC OPEN SPACE AND CONSERVATION OPEN SPACE SHOWN INCLUDES MAGNET PARKS.
3. MAGNET PARKS CAN BE LOCATED PER THE PARKS BOARD PRESENTATION.
LEGEND
8' PUBLIC TRAIL LINKAGES AND EXTENSIONS
PUBLIC OPEN SPACE & CONSERVATION OPEN SPACE
ZONE C - ZONE OPEN SPACE AND TRAILS
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
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FURST RANCH COST DETAIL - ZONE D ZONE IMPROVEMENTS
(165.950 Acres)

Total Street Length (LF)

	Length (LF)		*ZONE*
Streets and Storm Sewer			
North of FM 1171		$4,252,500	D
South of FM 1171		$547,626	D
Storm Sewer with Roadways		$114,806	D
Sub-Total Streets and Storm Sewer		**$4,914,933**	

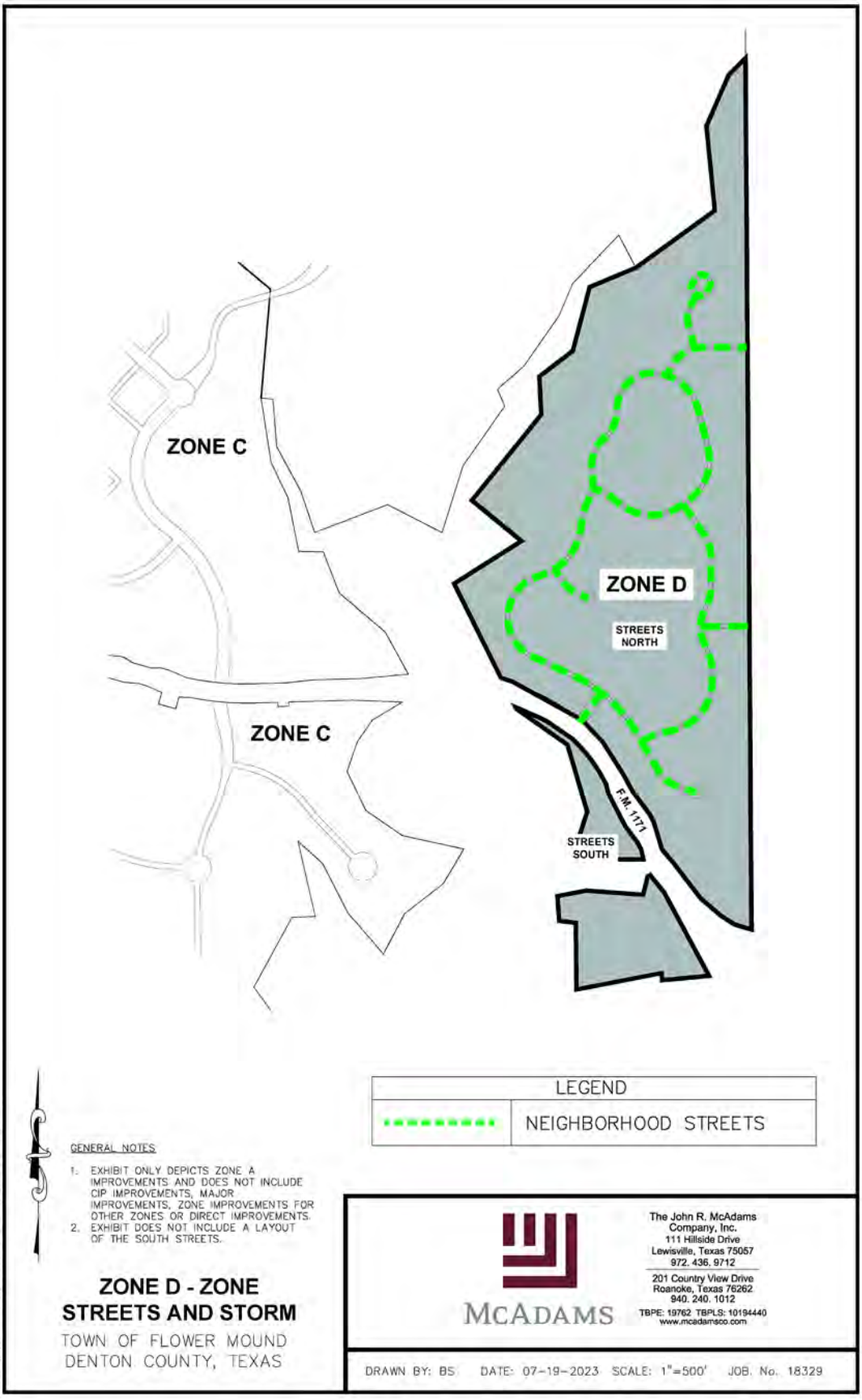
Costs limited to paving and storm sewer costs plus a multiplier consistent with the Town's Thoroughfare Impact fee analysis report for miscellaneous items related to road construction. In that number is revegetation of disturbed areas but no other costs for required landscaping.

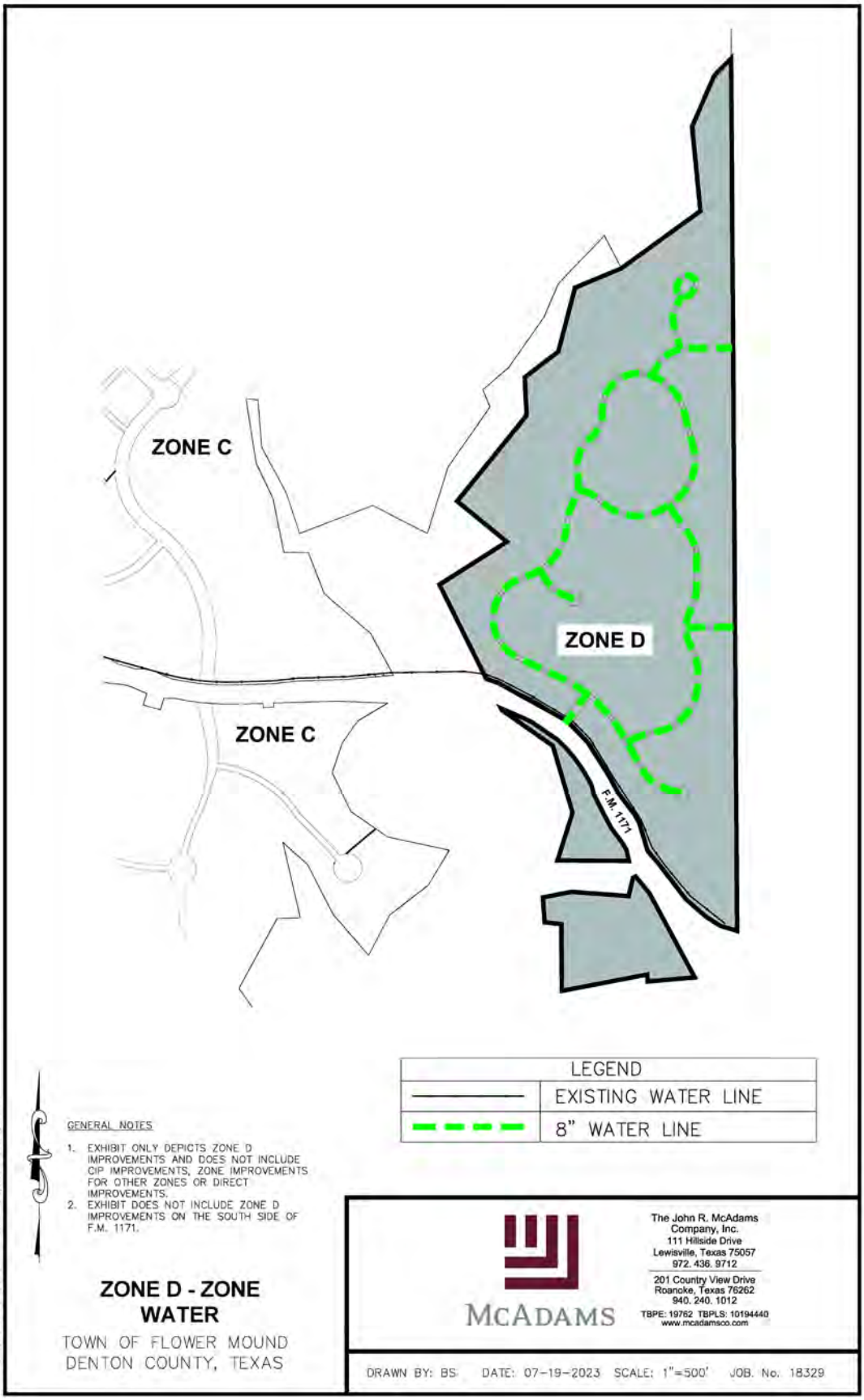
Utilities-Water			
North of FM 1171 - 8" W/L	N/A	$1,000,000	D
South of FM 1171 - 8" W/L	N/A	$190,281	D
Sub-Total Water		**$1,190,281**	
Improvements and Landscaping in Conservation Open Space (excluding trails)			
General Open Space	54.41	$4,998,919	D
Sub-Total Imp. and Landscaping in Cons. Open Space		**$4,998,919**	
Public Parkway Improvements (excluding trails)			
Buffers	12.19	$2,175,915	D
Sub-Total Public Parkway Improvements		**$2,175,915**	

Only buffers that have masterplan trails are included in the buffer acreage.

FURST RANCH COST DETAIL - ZONE D ZONE IMPROVEMENTS
(165.950 Acres)

			ZONE
Soft Costs			
	Streets \ Storm Sewer	$1,644,354	D
	Water	$37,494	D
	Water Reuse	N/A	D
	Wastewater	N/A	D
	Master Plan Trails	N/A	D
	Public Trail Linkages and Extensions	N/A	D
	Imp. and Landscape in Pub. O.S	N/A	D
	Imp. and Landscape in Cons. O.S	$157,466	D
	Public Parkway Improvements	$68,541	D
	Required Monumentation	N/A	D
	Legal Fees	$36,715	D
	Mobilization/Bonding & Permitting (6%)	$796,803	D
	Engineering Design Fees (8%)	$1,062,404	D
	Landscape Design Fees (4%)	$286,993	D
	Survey Design Fees (8%)	$1,062,404	D
	Sub-Total Soft Costs	**$5,153,174**	
Contingency			
	15% Contingency	$1,992,007	D
	Sub-Total Contingency	**$1,992,007**	
	TOTAL	**$20,425,229**	


ZONE C
ZONE D
STREETS NORTH
ZONE C
F.M. 1171
STREETS SOUTH
LEGEND
NEIGHBORHOOD STREETS
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS ZONE A IMPROVEMENTS AND DOES NOT INCLUDE CIP IMPROVEMENTS, MAJOR IMPROVEMENTS, ZONE IMPROVEMENTS FOR OTHER ZONES OR DIRECT IMPROVEMENTS.
2. EXHIBIT DOES NOT INCLUDE A LAYOUT OF THE SOUTH STREETS.
ZONE D - ZONE STREETS AND STORM
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com
DRAWN BY: BS DATE: 07-19-2023 SCALE: 1"=500' JOB. No. 18329


ZONE C
ZONE D
ZONE C
F.M. 1171
LEGEND
EXISTING WATER LINE
8" WATER LINE
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS ZONE D IMPROVEMENTS AND DOES NOT INCLUDE CIP IMPROVEMENTS, ZONE IMPROVEMENTS FOR OTHER ZONES OR DIRECT IMPROVEMENTS.
2. EXHIBIT DOES NOT INCLUDE ZONE D IMPROVEMENTS ON THE SOUTH SIDE OF F.M. 1171.
ZONE D - ZONE WATER
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
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Roancke, Texas 76262
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www.mcadamsco.com
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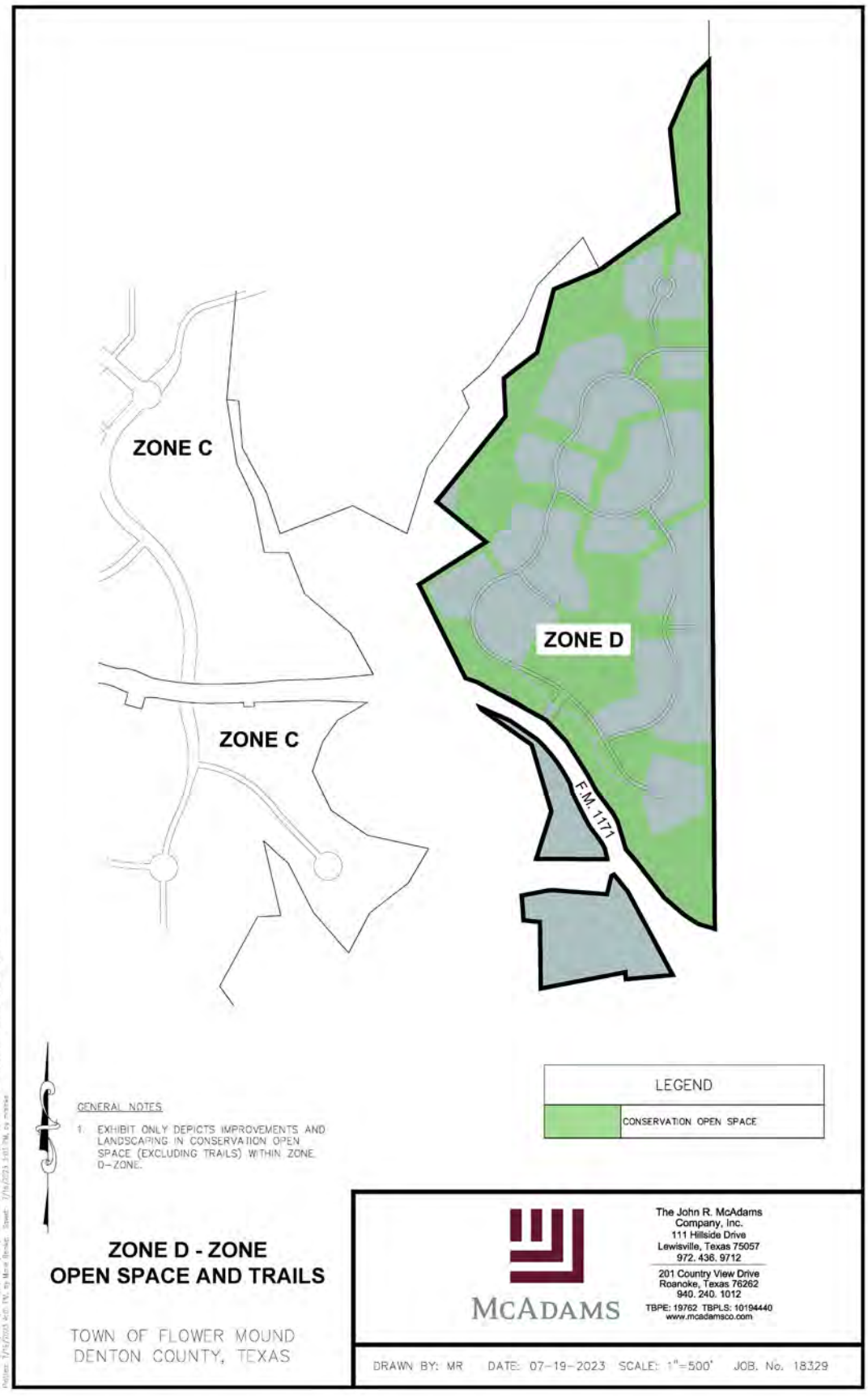
ZONE C
ZONE D
ZONE C
F.M. 1171
LEGEND
CONSERVATION OPEN SPACE
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE (EXCLUDING TRAILS) WITHIN ZONE D-ZONE.
ZONE D - ZONE
OPEN SPACE AND TRAILS
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
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201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
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FURST RANCH COST DETAIL - ZONE A DIRECT IMPROVEMENTS
(264.967 Acres)

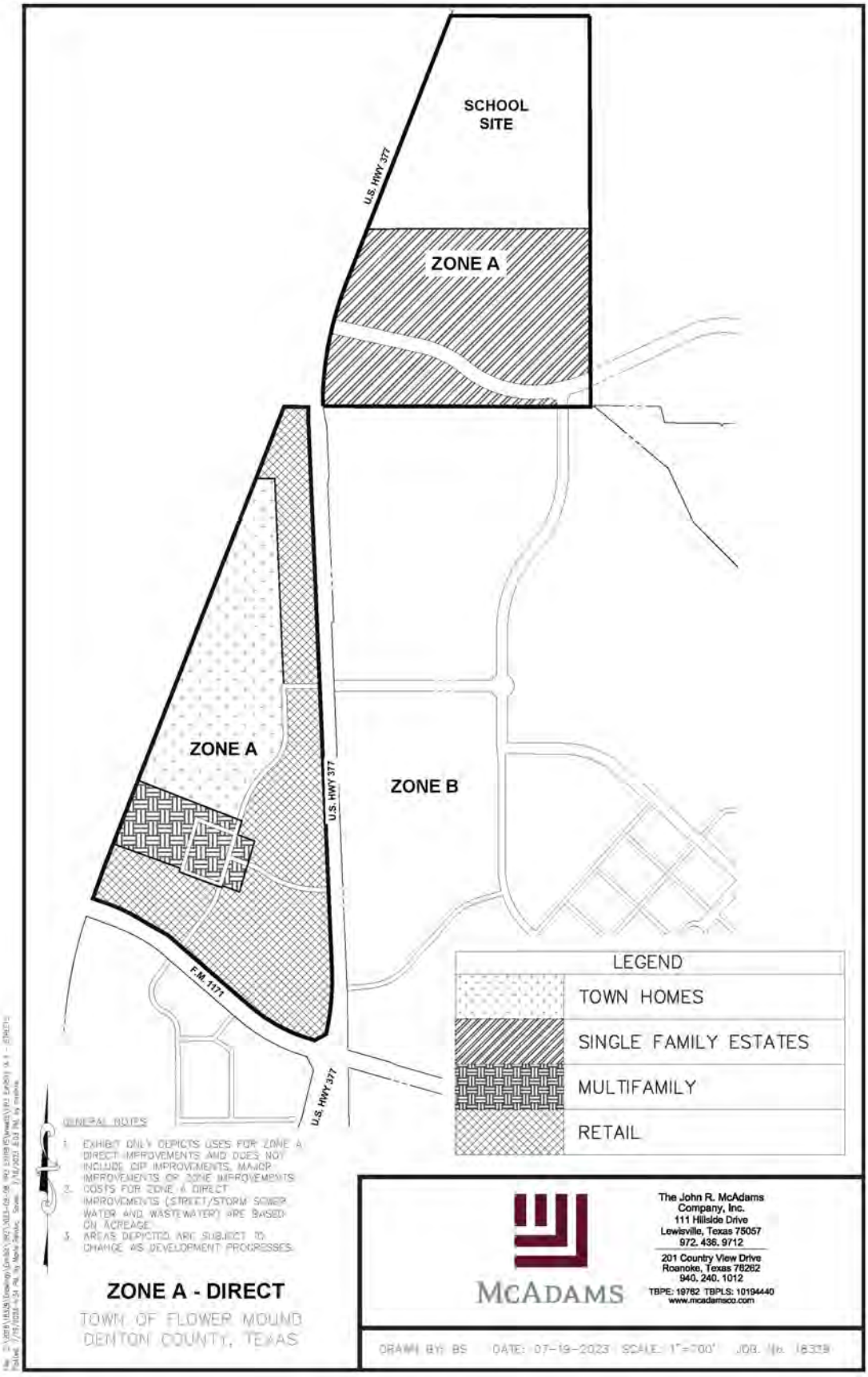
	Length (LF)		*ZONE*
Streets and Storm Sewer			
	Town Homes - Zone A	$29,038,202	A
	Single Family Estate - Zone A	$10,430,227	A
	Multifamily - Zone A	$19,399,686	A
	Retail - Zone A	$8,329,777	A
	Sub-Total Streets and Storm Sewer	**$67,197,892**	

Costs limited to paving and storm sewer costs plus a multiplier consistent with the Town's Thoroughfare Impact fee analysis report for miscellaneous items related to road construction. In that number is revegetation of disturbed areas but no other costs for required landscaping.

Utilities-Water			
	Town Homes - Zone A	$3,097,585	A
	Single Family Estate - Zone A	$3,352,022	A
	Multifamily - Zone A	$5,892,967	A
	Retail - Zone A	$3,373,178	A
	Sub-Total Water	**$15,715,752**	
Utilities-Wastewater			
	Town Homes - Zone A	$1,981,884	A
	Single Family Estate - Zone A	$3,894,282	A
	Multifamily - Zone A	$3,988,989	A
	Retail - Zone A	$1,007,573	A
	Sub-Total Wastewater	**$10,872,727**	

FURST RANCH COST DETAIL - ZONE A DIRECT IMPROVEMENTS
(264.967 Acres)

			ZONE
Soft Costs			
	Streets \ Storm Sewer	$30,493,963	A
	Water	$495,046	A
	Water Reuse	N/A	A
	Wastewater	$342,491	A
	Master Plan Trails	N/A	A
	Public Trail Linkages and Extensions	N/A	A
	Imp. and Landscape in Pub. O.S	N/A	A
	Imp. and Landscape in Cons. O.S	N/A	A
	Public Parkway Improvements	N/A	A
	Required Monumentation	N/A	A
	Legal Fees	$55,761	A
	Mobilization/Bonding & Permitting (6%)	$140,591	A
	Engineering Design Fees (8%)	$187,454	A
	Landscape Design Fees (4%)	N/A	A
	Survey Design Fees (8%)	$187,454	A
	Sub-Total Soft Costs	**$31,902,761**	
Contingency			
	15% Contingency	$14,067,956	
	Sub-Total Contingency	**$14,067,956**	A
	TOTAL	**$139,757,087**	


SCHOOL SITE
U.S. HWY 377
ZONE A
ZONE A
ZONE B
U.S. HWY 377
F.M. 1171
U.S. HWY 377
LEGEND
TOWN HOMES
SINGLE FAMILY ESTATES
MULTIFAMILY
RETAIL
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS USES FOR ZONE A DIRECT IMPROVEMENTS AND DOES NOT INCLUDE CIP IMPROVEMENTS, MAJOR IMPROVEMENTS OR ZONE IMPROVEMENTS.
2. COSTS FOR ZONE A DIRECT IMPROVEMENTS (STREET/STORM SEWER, WATER AND WASTEWATER) ARE BASED ON ACREAGE.
3. AREAS DEPICTED ARE SUBJECT TO CHANGE AS DEVELOPMENT PROGRESSES.
ZONE A - DIRECT
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
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FURST RANCH OVERALL COST DETAIL - ZONE B DIRECT IMPROVEMENTS
(655.687 Acres)

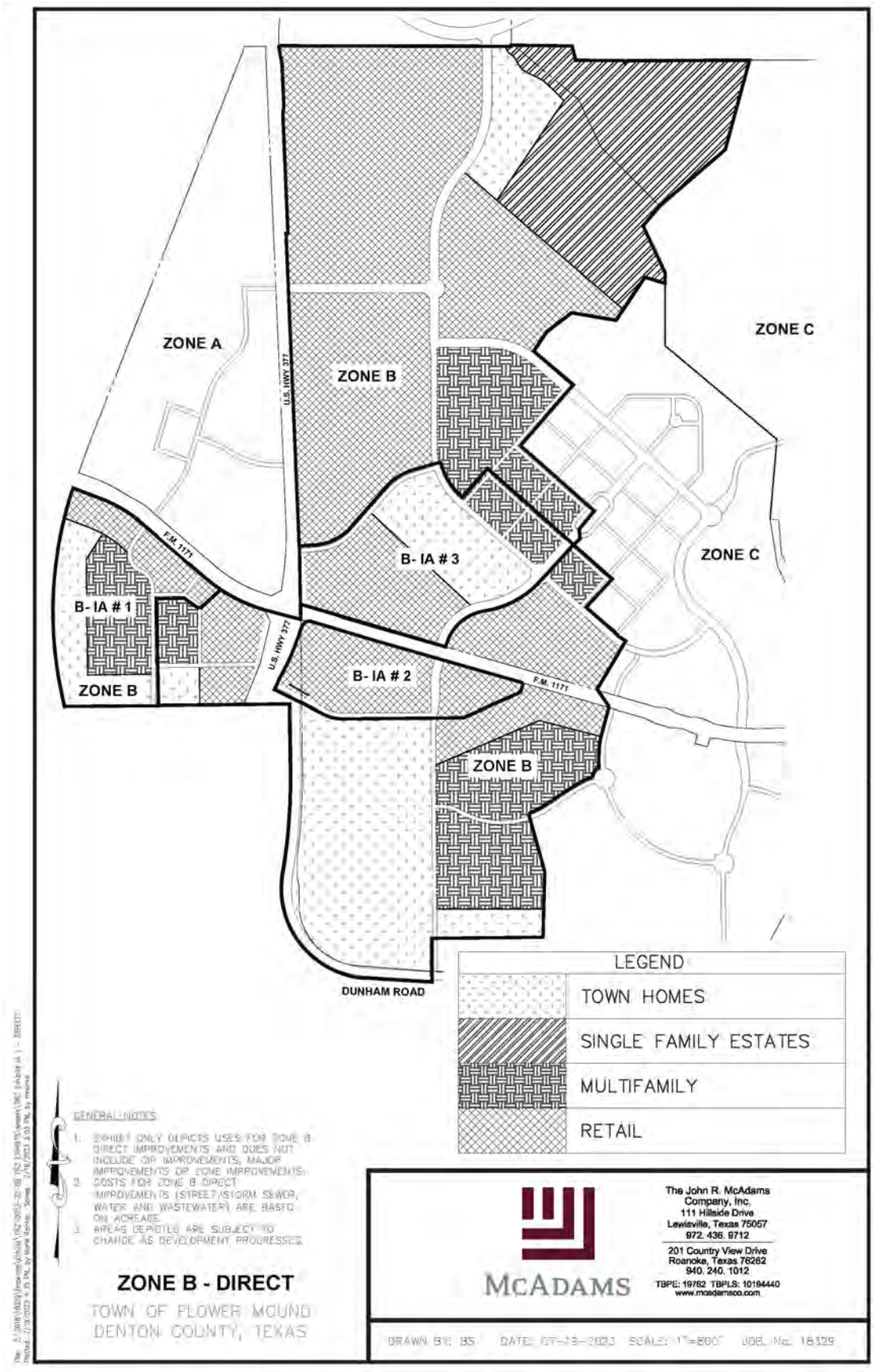
	Length (LF)		*ZONE*
Streets and Storm Sewer			
Town Homes - Zone B		$47,561,427	B
Single Family Estate - Zone B		$6,387,604	B
Retail - Zone B		$21,285,212	B
Town Homes - Zone B		$9,032,915	B-IA#1
Retail - Zone B		$3,976,896	B-IA#1
Town Homes - Zone B		$6,435,473	B-IA#3
Multifamily - Zone B		$1,968,843	B-IA#3
Sub-Total Streets and Storm Sewer		**$96,648,369**	

Costs limited to paving and storm sewer costs plus a multiplier consistent with the Town's Thoroughfare Impact fee analysis report for miscellaneous items related to road construction. In that number is revegetation of disturbed areas but no other costs for required landscaping.

Utilities-Water			
Town Homes - Zone B		$6,922,348	B
Single Family Estate - Zone B		$3,727,491	B
Multifamily - Zone B		$8,362,741	B
Retail - Zone B		$8,619,534	B
Town Homes - Zone B	N/A	$1,284,365	B-IA#1
Multifamily - Zone B	N/A	$1,529,905	B-IA#1
Retail - Zone B	1,150	$189,750	B-IA#1
Retail - Zone B	1,450	$239,250	B-IA#2
Town Homes - Zone B		$1,435,466	B-IA#3
Multifamily - Zone B		$669,419	B-IA#3
Retail - Zone B		$239,250	B-IA#3
Sub-Total Water		**$33,219,518**	

FURST RANCH OVERALL COST DETAIL - ZONE B DIRECT IMPROVEMENTS
(655.687 Acres)

			ZONE
Utilities-Wastewater			
Town Homes - Zone B		$4,429,028	B
Single Family Estate - Zone B		$2,384,908	B
Multifamily - Zone B		$5,350,615	B
Retail - Zone B		$2,574,666	B
Town Homes - Zone B	N/A	$821,757	B-IA#1
Multifamily - Zone B	N/A	$978,857	B-IA#1
Retail - Zone B	200	$51,425	B-IA#1
Retail - Zone B	175	$44,997	B-IA#2
Town Homes - Zone B		$918,434	B-IA#3
Multifamily - Zone B		$404,836	B-IA#3
Retail - Zone B	1,325	$340,691	B-IA#3
Sub-Total Wastewater		**$16,636,252**	
Soft Costs			
Streets \ Storm Sewer		$55,495,314	B
Water		$1,046,415	B
Water Reuse		N/A	B
Wastewater		$576,457	B
Master Plan Trails		N/A	B
Public Trail Linkages and Extensions		N/A	B
Imp. and Landscape in Pub. O.S		N/A	B
Imp. and Landscape in Cons. O.S		N/A	B
Public Parkway Improvements		N/A	B
Required Monumentation		N/A	B
Legal Fees		$102,858	B
Mobilization/Bonding & Permitting (6%)		$8,771,955	B
Engineering Design Fees (8%)		$11,695,941	B
Landscape Design Fees (4%)		N/A	B
Survey Design Fees (8%)		$11,695,941	B
Sub-Total Soft Costs		**$89,384,880**	
Contingency			
15% Contingency		$21,975,621	
Sub-Total Contingency		**$21,975,621**	B
TOTAL		**$257,864,641**	


ZONE A
ZONE B
ZONE C
U.S. HWY 377
F.M. 1171
B- IA # 1
B- IA # 2
B- IA # 3
ZONE B
ZONE C
ZONE B
DUNHAM ROAD
LEGEND
TOWN HOMES
SINGLE FAMILY ESTATES
MULTIFAMILY
RETAIL
GENERAL NOTES
1. EXHIBIT ONLY DEPICTS USES FOR ZONE B DIRECT IMPROVEMENTS AND DOES NOT INCLUDE OP IMPROVEMENTS, MAJOR IMPROVEMENTS OR ZONE IMPROVEMENTS.
2. COSTS FOR ZONE B DIRECT IMPROVEMENTS (STREET/STORM SEWER, WATER AND WASTEWATER) ARE BASED ON ACREAGE.
3. AREAS DEPICTED ARE SUBJECT TO CHANGE AS DEVELOPMENT PROGRESSES.
ZONE B - DIRECT
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com
DRAWN BY: BS DATE: 07-13-2023 SCALE: 1"=800' JOB. No. 18329

FURST RANCH COST DETAIL - ZONE C DIRECT IMPROVEMENTS
(689.582 Acres)

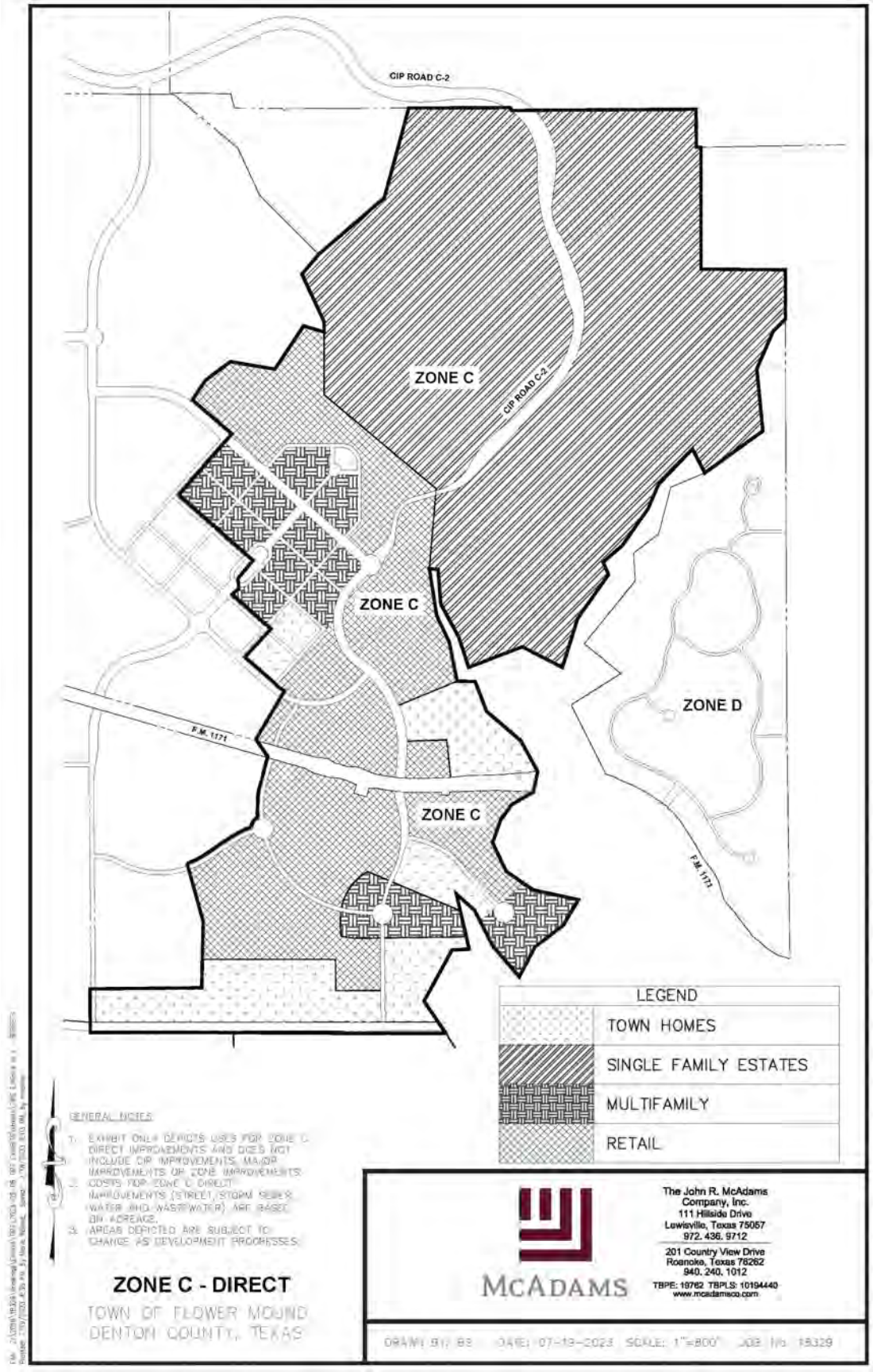
	Length (LF)		*ZONE*
Streets and Storm Sewer			
	Town Homes - Zone C	$36,080,554	C
	Single Family Estate - Zone C	$59,860,926	C
	Retail - Zone C	$6,087,968	C
	Sub-Total Streets and Storm Sewer	**$102,029,447**	

Costs limited to paving and storm sewer costs plus a multiplier consistent with the Town's Thoroughfare Impact fee analysis report for miscellaneous items related to road construction. In that number is revegetation of disturbed areas but no other costs for required landscaping.

Utilities-Water			
	Town Homes - Zone C	$6,110,176	C
	Single Family Estate - Zone C	$25,405,007	C
	Multifamily - Zone C	$3,989,265	C
	Retail - Zone C	$1,792,980	C
	Sub-Total Water	**$37,297,427**	
Utilities-Wastewater			
	Town Homes - Zone C	$3,909,388	C
	Single Family Estate - Zone C	$4,209,087	C
	Multifamily - Zone C	$3,509,543	C
	Retail - Zone C	$736,403	C
	Sub-Total Wastewater	**$12,364,420**	

FURST RANCH COST DETAIL - ZONE C DIRECT IMPROVEMENTS
(689.582 Acres)

			ZONE
Soft Costs			
	Streets \ Storm Sewer	$93,592,434	C
	Water	$1,174,869	C
	Water Reuse	N/A	C
	Wastewater	$389,479	C
	Master Plan Trails	N/A	C
	Public Trail Linkages and Extensions	N/A	C
	Imp. and Landscape in Pub. O.S	N/A	C
	Imp. and Landscape in Cons. O.S	N/A	C
	Public Parkway Improvements	N/A	C
	Required Monumentation	N/A	C
	Legal Fees	$99,140	C
	Mobilization/Bonding & Permitting (6%)	$9,101,478	C
	Engineering Design Fees (8%)	$12,135,304	C
	Landscape Design Fees (4%)	N/A	C
	Survey Design Fees (8%)	$12,135,304	C
	Sub-Total Soft Costs	**$128,628,007**	
Contingency			
	15% Contingency	$22,753,694	C
	Sub-Total Contingency	**$22,753,694**	
	TOTAL	**$303,072,996**	


CIP ROAD C-2
ZONE C
CIP ROAD C-2
ZONE C
ZONE D
F.M. 1171
ZONE C
F.M. 1171
LEGEND
TOWN HOMES
SINGLE FAMILY ESTATES
MULTIFAMILY
RETAIL
GENERAL NOTES:
1. EXHIBIT ONLY DEPICTS USES FOR ZONE C DIRECT IMPROVEMENTS AND DOES NOT INCLUDE OR IMPROVEMENTS, MAJOR IMPROVEMENTS OR ZONE IMPROVEMENTS.
2. COSTS FOR ZONE C DIRECT IMPROVEMENTS (STREET, STORM SEWER, WATER AND WASTEWATER) ARE BASED ON ACREAGE.
3. AREAS DEPICTED ARE SUBJECT TO CHANGE AS DEVELOPMENT PROGRESSES.
ZONE C - DIRECT
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
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972. 436. 9712
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940. 240. 1012
TBPE: 19762 TBPLS: 10194440
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DRAWN BY: BS DATE: 07-19-2023 SCALE: 1"=800' JOB No. 18329

	Furst Ranch Zone B Improvement Area #1 Cost Summary (46.117 Acres)					
	Common to All (B-IA#1 acreage = 46.117/Furst Ranch acreage = 1,776.186)					
	CIP Improvements (on/offsite)	Major Improvements (on/offsite)	Zone B Zone Improvements (IA#1 acreage = 46.117/Zone B acreage = 655.687)	Improvement Area #1 Direct Improvements	Improvement Area #1 Total Cost	**Cost of First Unit**
STREETS \ STORM SEWER	$2,110,382	$185,798	$2,122,193	$13,009,811	$17,428,185	$13,758,251
WATER	$442,542	$0	$182,896	$3,004,020	$3,629,457	$3,464,370
WATER REUSE	$324,417	$0	$0	$0	$324,417	$868,131
WASTEWATER	$274,445	$0	$380,862	$1,852,039	$2,507,346	$2,834,257
MASTER PLAN TRAILS	$0	$375,731	$0	$0	$375,731	$0
PUBLIC TRAIL LINKAGES AND EXTENSIONS	$0	$0	$74,386	$0	$74,386	$0
IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS)	$299,885	$245,360	$778,662	$0	$1,323,907	$0
IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE (EXCLUDING TRAILS)	$0	$0	$564,923	$0	$564,923	$0
PUBLIC PARKWAY IMPROVEMENTS (EXCLUDING TRAILS)	$0	$0	$0	$0	$0	$0
REQUIRED MONUMENTATION	$0	$37,648	$0	$0	$37,648	$0
SOFT COSTS	$446,652	$24,130	$5,065,207	$4,508,566	$10,044,555	$5,279,805
CONTINGENCY	$517,751	$126,680	$615,588	$2,679,881	$3,939,900	$3,138,751
TOTAL	***$4,416,074***	***$995,347***	***$9,784,717***	***$25,054,317***	**$40,250,455**	***$29,343,565***

Common to All and Zone Improvements to be constructed within Zone B Improvement Area #1 are the basis for calculating the cost of the first unit.

The $40,250,455 Zone B-IA#1 Zone costs total are a portion of the total project costs estimated to be $1,376,511,062, which consists of $247,404,731 in Common to All Improvements, $388,331,607 in Zone Improvements and $740,792,723 in Direct Improvements. Common to all improvements, including Major Improvements and CIP improvements and Zone Improvements, will be constructed in phases as the development progresses.

See General Notes Following the First Table.

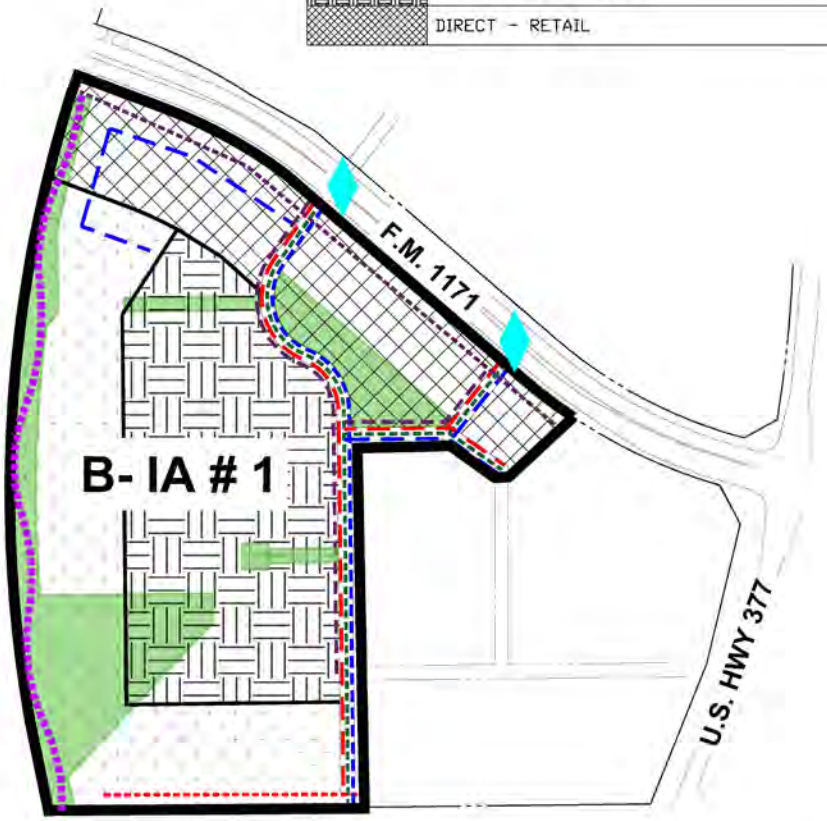
7/19/2023 at 5:01 PM

GENERAL NOTES

EXHIBIT DEPICTS CIP IMPROVEMENTS, MAJOR IMPROVEMENTS, ZONE AND DIRECT IMPROVEMENTS WITHIN ZONE B – IMPROVEMENT AREA #1.

1. EXHIBIT DEPICTS PUBLIC OPEN SPACE AND 8' PUBLIC TRAIL LINKAGES AND EXTENSIONS WITHIN ZONE B – IMPROVEMENT AREA #1.
2. PUBLIC OPEN SPACE SHOWN INCLUDES MAGNET PARKS.
3. MAGNET PARKS CAN BE LOCATED PER THE PARKS BOARD PRESENTATION.
4. AREAS DEPICTED ON THIS EXHIBIT ARE SUBJECT TO CHANGE AS DEVELOPMENT PROGRESSES.

LEGEND	
	CIP – 12" WATER LINE
	CIP – 12" SANITARY SEWER LINE
	CIP – 12" WATER REUSE
	CIP – 8" WATER REUSE
	MAJOR – TURN LANES
	ZONE – STREET SECTION 3 – 41' R.O.W.
	ZONE – 8" SANITARY SEWER LINE
	ZONE – 8" WATER LINE
	ZONE – 8' PUBLIC TRAIL LINKAGES AND EXTENSIONS
	ZONE – PUBLIC OPEN SPACE
	DIRECT – TOWN HOMES
	DIRECT – SINGLE FAMILY ESTATES
	DIRECT – MULTIFAMILY
	DIRECT – RETAIL



ZONE B -
IMPROVEMENT AREA #1
COST OF FIRST UNIT

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

MCADAMS

The John R. McAdams Company, Inc.
111 Hillside Drive
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201 Country View Drive
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940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

DRAWN BY: MR DATE: 07-19-2023 SCALE: 1"=300' JOB. No. 18329

	Furst Ranch Zone B Improvement Area #2 Cost Summary (30.437 Acres)				
	Common to All (B-IA#2 acreage = 30.437/Furst Ranch acreage = 1,776.186)				
	CIP Improvements (on/offsite)	Major Improvements (on/offsite)	Zone B Zone Improvements (IA#2 acreage = 30.437/Zone B acreage = 655.687)	Improvement Area #2 Direct Improvements	Improvement Area #2 Total Cost
STREETS \ STORM SEWER	$1,392,842	$122,626	$1,400,638	$0	$2,916,105
WATER	$292,075	$0	$120,711	$239,250	$652,036
WATER REUSE	$214,114	$0	$0	$0	$214,114
WASTEWATER	$181,132	$0	$251,367	$44,997	$477,496
MASTER PLAN TRAILS	$0	$247,980	$0	$0	$247,980
PUBLIC TRAIL LINKAGES AND EXTENSIONS	$0	$0	$49,094	$0	$49,094
IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS)	$197,923	$161,937	$513,913	$0	$873,772
IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE (EXCLUDING TRAILS)	$0	$0	$372,847	$0	$372,847
PUBLIC PARKWAY IMPROVEMENTS (EXCLUDING TRAILS)	$0	$0	$0	$0	$0
REQUIRED MONUMENTATION	$0	$24,847	$0	$0	$24,847
SOFT COSTS	$899,678	$230,350	$3,343,012	$71,546	$4,544,585
CONTINGENCY	$341,713	$83,609	$406,285	$42,637	$874,244
TOTAL	***$3,519,477***	***$871,349***	***$6,457,867***	***$398,430***	**$11,247,122**

The $11,247,122 Zone B-IA#2 Zone costs total are a portion of the total project costs estimated to be $1,376,511,062, which consists of $247,404,731 in Common to All Improvements, $388,331,607 in Zone Improvements and $740,792,723 in Direct Improvements. Common to all improvements, including Major Improvements and CIP improvements and Zone Improvements, will be constructed in phases as the development progresses.

See General Notes Following the First Table.

7/19/2023 at 5:03 PM

	Furst Ranch Zone B Improvement Area #3 Cost Summary (61.270 Acres)				
	Common to All (B-IA#3 acreage = 61.270/Furst Ranch acreage = 1,776.186)				
	CIP Improvements (on/offsite)	Major Improvements (on/offsite)	Zone B Zone Improvements (IA#3 acreage = 61.270/Zone B acreage = 655.687)	Improvement Area #3 Direct Improvements	Improvement Area #3 Total Cost
STREETS \ STORM SEWER	$2,803,806	$246,847	$2,819,498	$6,435,473	$12,305,624
WATER	$587,951	$0	$242,992	$2,344,135	$3,175,078
WATER REUSE	$431,014	$0	$0	$0	$431,014
WASTEWATER	$364,621	$0	$506,004	$1,663,961	$2,534,586
MASTER PLAN TRAILS	$0	$499,187	$0	$0	$499,187
PUBLIC TRAIL LINKAGES AND EXTENSIONS	$0	$0	$98,827	$0	$98,827
IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS)	$398,420	$325,980	$1,034,512	$0	$1,758,913
IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE (EXCLUDING TRAILS)	$0	$0	$750,544	$0	$750,544
PUBLIC PARKWAY IMPROVEMENTS (EXCLUDING TRAILS)	$0	$0	$0	$0	$0
REQUIRED MONUMENTATION	$0	$50,018	$0	$0	$50,018
SOFT COSTS	$2,447,174	$348,151	$6,729,519	$2,635,149	$12,159,993
CONTINGENCY	$687,872	$168,305	$817,857	$1,566,535	$3,240,569
TOTAL	***$7,720,858***	***$1,638,488***	***$12,999,753***	***$14,645,253***	**$37,004,353**

The $37,007,353 Zone B-IA#3 Zone costs total are a portion of the total project costs estimated to be $1,376,511,062, which consists of $247,404,731 in Common to All Improvements, $388,331,607 in Zone Improvements and $740,792,723 in Direct Improvements. Common to all improvements, including Major Improvements and CIP improvements and Zone Improvements, will be constructed in phases as the development progresses.

See General Notes Following the First Table.

7/19/2023 at 5:02 PM

	Furst Ranch Zone B Remainder Cost Summary (517.863 Acres)				
	Common to All (Remainder acreage = 517.863/Furst Ranch acreage = 1,776.186)				
	CIP Improvements (on/offsite)	Major Improvements (on/offsite)	Zone B Zone Improvements (remainder acreage = 517.863/Zone B acreage = 655.687)	Remainder Direct Improvements	Remainder Total Cost
STREETS \ STORM SEWER	$64,195,834	$5,651,793	$23,227,347	$17,827,438	$110,902,412
WATER	$13,461,699	$0	$2,001,794	$1,866,975	$17,330,468
WATER REUSE	$9,868,471	$0	$0	$0	$9,868,471
WASTEWATER	$8,348,355	$0	$4,168,519	$4,146,141	$16,663,015
MASTER PLAN TRAILS	$0	$11,429,368	$0		$11,429,368
PUBLIC TRAIL LINKAGES AND EXTENSIONS	$0	$0	$814,148	$1,057,607	$1,871,756
IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS)	$9,122,215	$7,463,630	$8,522,431	$10,249,575	$35,357,852
IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE (EXCLUDING TRAILS)	$0	$0	$6,183,070	$3,918,495	$10,101,565
PUBLIC PARKWAY IMPROVEMENTS (EXCLUDING TRAILS)	$0	$0	$0	$12,069,225	$12,069,225
REQUIRED MONUMENTATION	$0	$1,145,213	$0	$0	$1,145,213
SOFT COSTS	$9,728,555	$6,691,013	$55,438,544	$0	$71,858,112
CONTINGENCY	$15,749,486	$3,853,501	$6,737,596	$7,670,318	$34,010,901
TOTAL	***$130,474,615***	***$36,234,517***	***$107,093,450***	***$58,805,774***	**$332,608,357**

The $332,608,357 Zone B remainder costs total are a portion of the total project costs estimated to be $1,376,511,062, which consists of $247,404,731 in Common to All Improvements, $388,331,607 in Zone Improvements and $740,792,723 in Direct Improvements. Common to all improvements, including Major Improvements and CIP improvements and Zone Improvements, will be constructed in phases as the development progresses.

See General Notes Following the First Table.

7/19/2023 at 5:02 PM

	Capital Recovery Fees							
	Zone A (264.967 Acres)	Zone B IA#1 (46.117 Acres)	Zone B IA#2 (30.437 Acres)	Zone B IA#3 (61.270 Acres)	Zone B Remainder (655.687 Ac)	Zone C (689.582 Acres)	Zone D (165.950 Acres)	Cost of First Unit
IMPACT FEES - ROADS	$26,906,913	$6,965,785	$4,765,195	$14,897,234	$156,579,701	$94,219,083	$1,310,024	$6,965,785
IMPACT FEES - WATER	$7,596,400	$1,945,388	$491,943	$1,647,960	$20,774,512	$16,911,770	$1,215,866	$1,945,388
IMPACT FEES - WASTEWATER	$933,599	$194,290	$16,580	$149,723	$3,864,230	$2,190,109	$0	$194,290
PARK DEVELOPMENT FEES	$1,630,900	$834,188	$0	$610,720	$5,799,064	$4,208,416	$113,816	$834,188
TOTAL	***$37,067,812***	***$9,939,651***	***$5,273,718***	***$17,305,637***	***$187,017,507***	***$117,529,378***	***$2,639,706***	***$9,939,651***

Notes:

1) IA#1 Capital Recovery Fees are estimated to be $9,939,651. The Total Capital Recovery Fees for the project are estimated to be $390,060,296, consisting of $376,863,192 in Impact Fees and $13,197,104 in Park Development Fees.
2) The Impact Fees listed above do not include application, building permit or other Town required fees associated with The Town's Platting or Site Plan processes.
3) Roadway Impact Fees are based on the Town of Flower Mound's 2020 Road Impact Fee Report.
4) Water Impact Fees are based on the Town of Flower Mound's 2020 Water Impact Fee Report.
5) Wastewater Impact Fees are based on the Town of Flower Mound's 2020 Wastewater Impact Fee Report.
6) Park Development Fees are calculated at $1,388 per Residential and Multi Family Unit.

ATTACHMENT D
ADDITIONAL PID INFORMATION

1. **Summary of special benefits to be received by the development.**

   All PID improvements will confer a special benefit to assessed property within the PID by facilitating and expediting the construction of a portion of the public infrastructure for the full municipal services required to be provided by the Town so that the Property can be developed consistent with the Property's zoning and vested rights. Full municipal services include (1) the provision of police protection, fire protection (including fire hydrants), emergency medical services, solid waste collection; (2) the construction, operation and maintenance of water and wastewater facilities which shall be extended to the annexed land and contain sufficient available capacity to serve such land consistent with the project's zoning and vested rights; (3) the construction, operation and maintenance of roads and streets, including road and street lighting; and (4) the construction, operation and maintenance of any other facility, building, or service to be owned by the Town.

2. **Evidence the developer has the expertise, experience, necessary capital, and financial backing to complete the new development to be supported by the District financing.**

   Evidence regarding the expertise and experience of the developer will be provided upon selection of a developer (or developers) for the project.

   Evidence that the owner and/or developer (or developers) has the necessary capital and financial backing to complete the new development will be provided no less than thirty (30) days before the public hearing on the levy of the first PID assessments.

3. **Propose total assessment and tax rate equivalent.**

   The proposed total assessment and tax rate equivalent will be determined based on final engineering, approved construction plans, and market conditions with input from the Town and the Town's consultants, including the Town's financial advisor and PID administrator, using industry standards and best practices. The proposed total assessment and tax rate equivalent will be determined before the Town Council is asked to call any public hearing on the levy of PID assessments.

4. **Description of any property that will be subject to or exempt from assessments.**

   Property will be subject to assessments based on the special benefit conferred on such Property by the PID improvements to be financed, in whole or in part, with PID assessments. Property that receives no benefit from the financed PID improvements will not be subject to PID assessments, including publicly owned property such as public rights-of-way.

5. **Any additional information which you believe would be necessary for the Town to evaluate the proposed project.**

   Creation of the PID for the purpose of financing a portion of the public infrastructure that is needed for the Town to provide required municipal services to the Property is one component

of a larger development plan that includes financing certain public infrastructure that is part of the Town's Capital Improvement Plan from impact fees and certain public infrastructure to be financed with tax increment revenue collected within *Reinvestment Zone Number Two, Town of Flower Mound, Texas*. This comprehensive plan will allow the Town to provide the required municipal services needed for the Property to be developed consistent with the Property's zoning and vested rights.

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

DATE: December 18, 2023
FROM: Theresa Scott, Town Secretary
ITEM: **Discuss and consider possible Charter amendments.**

BACKGROUND: On December 5, the Charter Review Commission provided Council with its final report, which included 6 proposed amendments.

Council agreed to bring forward the following 4 proposed amendments:

- References to 2-year terms (remove)
- Ordinance captions - newspaper requirement
- Town Manager residency - 1-year extension
- Add Tarrant County as an entity to file the budget with

The purpose of this item is for Council to continue the discussion on 2 proposed amendments related to:

- Town Manager authorization change from $15 - $50k
- TIRZ - supermajority vote for either the creation and final approval or just for the final approval of any agreement

There was also interest in discussing whether the election requirement should be removed as it relates to public, private partnerships.

Staff is seeking direction for which ballot items Council would like to come forward on the May 4, 2024, election. Proposed amendments, as applicable, will be voted on by Council on February 5, 2024, when the election is planned to be called.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: There is no requirement to make any amendments to the Town Charter.

FISCAL IMPACT: N/A

LEGAL REVIEW: The Town Attorney attended all CRC meetings, with the exception of the introductory meeting on August 31.

ATTACHMENTS:
1. CRC Minutes 10.10.23
2. Charter Review Commission Final Report 12.4.23

DRAFT MOTION: Discuss and provide staff with direction.

Charter Review Commission

October 10, 2023
Town Hall
Large Conference Rm #124
2121 Cross Timbers Road
Flower Mound, TX 75028

12:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Chair Dixon called the meeting to order at 12:00 p.m. with the following members present:
Steve Dixon, Chair
Rick Lust
Ann Martin
Greg Wilson
Mike Wallace
Sandeep Sharma
constituting a quorum with the following members of the Town Staff participating:
Theresa Scott, Town Secretary
Bryn Meredith, Town Attorney

B. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the commission regarding any item on this agenda or provide general comments regarding the Town's Charter as it relates to the Commission's charges, duties and responsibilities. Speakers are limited to three minutes. Time limits may be adjusted by the Chairperson.

No one spoke.

C. MINUTES

1. Consider approval of minutes from the 10/4/23 meeting.
   All were in favor of the minutes as presented.

D. DISCUSS AND CONSIDER RECOMMENDATIONS FOR THE FOLLOWING PROPOSED CHARTER AMENDMENTS OR POLICY MATTERS

There was discussion and consideration on all of the items listed below and action was taken as follows:

1. Administration - 4.02 (Town Manager)

Description	CRC General Consensus (Concept Only)

Requirement: Town Mgr. need not be a resident when appointed, but become a resident in a not to exceed 6 months time frame.	Add language that authorizes a 1-year extension by Council

2. Administration - 3.07(w) (Powers of the Council)

Cause captions of ordinances to be published in the newspaper.	Remove the requirement that ordinance captions be published in the newspaper.

3. Council - 3.03.1 (d) - Vacancies

Reference to 2 year terms	Clean up item

4. Council - 3.05 (Mayor)

Mayor authorization for TM to sign contracts not to exceed $15,000.	Change to $50,000

5. Development - 8.02

Cooperation with persons regarding development...	Strike the 1st sentence - The TC shall cooperate with persons interested in the development of...

6. Election - 7.17

Election required for certain PPP	Replace election required for certain PPP to Super Majority of the Town Council...

7. Finance - 9.10 (Budget)

Copy of the budget filed with Denton County	Needs to include Tarrant County.

8. Finance - 9.14 (Transfer of Appropriations)

Council has the power to transfer funds between departments	Shift this power to the Town Manager (if can wordsmith for clarity)

9. Economic Development

a) Tax Increment Reinvestment Zone (TIRZ)	Require a simple majority vote for the creation of a TIRZ, and a super-majority vote for the final approval

	of the associated agreement.
b) Economic Development Incentives	The Town shall not grant any economic development incentives (i.e. abatement, deferrals, reimbursements) without a super-majority vote of the Town Council.

POLICY/OTHER RECOMMENDATION
1. Election - 7.16 (Election required for MUD or PID)
Recommend Council adopt a policy that developers be responsible for election costs related to the creation of a MUD or PID.
2. For property taxes, recommend Council address the topic of high property takes at a future strategic planning meeting to make sure there are checks and balances in place to protect the taxpayer, particularly as it relates to over 65 or disabled exemptions.

1. For the Town Charter, Section 4.02 (Town Manager), Ann Martin moved to recommend a Charter amendment to incorporate language that authorizes a 1-year extension by the Town Council to extend the not to exceed 6 months time frame for the Town Manager to establish residency. Sandeep Sharma seconded the motion.
AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin
NAYS: None

2. For the Town Charter, Section 3.07 (w)(Powers of the Council), Ann Martin moved to recommend a Charter amendment that would remove the requirement that ordinance captions be published in the newspaper (and with the understanding these same captions will be included on the Town's website, in the Town Council minutes, and the Town's Code Book (as applicable). Sandeep Sharma seconded the motion.
AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin
NAYS: None

3. For the Town Charter, Section 3.03.1 (d)(Vacancies), Ann Martin moved to recommend a Charter amendment that would remove all references to 2-year terms (since no longer applicable). Rick Lust seconded the motion.
AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin
NAYS: None

4. For the Town Charter, Section 3.05 (Mayor), Ann Martin moved to recommend a Charter amendment that would change the Mayor authorization for the Town Manager to sign contracts from a not to exceed $15,000 to $50,000. Mike Wallace seconded the motion.

AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin
NAYS: None

5. For the Town Charter, Section 8.02 (Development), Ann Martin moved to recommend a Charter amendment that would substitute language from "The Town Council shall cooperate with persons interested in the development of property within or beyond the town limits" to "The Town Council shall give due consideration to persons interested in the development of property". Rick Lust seconded the motion.
AYES: Lust, Martin
NAYS: Dixon, Sharma, Wilson, Wallace

6a. For the Town Charter, Section 7.17 (Election Required for Certain Public-Private Partnerships), Sandeep Sharma moved to recommend no action be taken. Greg Wilson seconded the motion.
AYES: Sharma, Wilson, Wallace, Lust
NAYS: Dixon, Martin

6b. For the Town Charter, Section 7.17 (Election Required for Certain Public-Private Partnerships, Ann Martin moved to recommend a Charter amendment that all language related to calling an election for Public-Private Partnerships be removed and replaced with language that would require Town Council approval by an affirmative vote of at least three fourths super-majority vote of all members of the Town Council. Steve Dixon seconded the motion.
AYES: Dixon, Martin
NAYS: Sharma, Wilson, Wallace, Lust

7. For the Town Charter, Section 9.10, Sandeep Sharma moved to recommend a Charter amendment to add Tarrant County as an entity to receive a copy of the Town budget. Greg Wilson seconded the motion.
AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin
NAYS: None

8. For the Town Charter, Section 9.14 (Transfer of Appropriations), Rick Lust moved to recommend no action be taken. Sandeep Sharma seconded the motion.
AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin
NAYS: None

9a. For the Town Charter, Rick Lust moved to recommend a Charter amendment to add language that a super-majority vote of the Town Council be required for final approval of a new, revised, or modified Tax Increment Reinvestment Zone (TIRZ) agreement, as well as for any expansion of the boundaries of an existing TIRZ. Sandeep Sharma seconded the motion.
AYES: Dixon, Sharma, Lust
NAYS: Wilson, Wallace, Martin

9b. For the Town Charter, Greg Wilson moved to recommend a Charter amendment to add language that a super-majority vote of the Town Council be

required for the creation, final approval of a new, revised, or modified Tax Increment Reinvestment Zone (TIRZ) agreement, as well as for any expansion of the boundaries of an existing TIRZ. Sandeep Sharma seconded the motion.
AYES: Sharma, Wilson, Wallace, Lust
NAYS: Dixon, Martin

9c. For the Town Charter, Ann Martin moved to recommend no action be taken to amend the Charter to add language as it relates to a Tax Increment Reinvestment Zone. Mike Wallace seconded the motion.
AYES: Wallace, Martin
NAYS: Dixon, Sharma, Wilson, Lust

10a. For the Town Charter, Mike Wallace moved to recommend no action be taken to amend the Charter to require a super-majority vote for any economic development incentives, abatements, deferrals, or reimbursements. Ann Martin seconded the motion.
AYES: Dixon, Sharma, Wilson, Wallace, Martin
NAYS: Lust

10b. For the Town Charter, Rick Lust moved to recommend a Charter amendment that would require an affirmative vote of at least three-fourths super-majority vote of all members of the Town Council, for any economic development incentives, abatements, deferrals, or reimbursements. No one seconded the motion.
Motion failed for lack of a second.

11. Ann Martin moved to recommend the Town Council adopt a policy that would make developers be responsible for election costs related to the creation of a MUD or PID. Greg Wilson seconded the motion.
AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin
NAYS: None

12. Sandeep Sharma moved to recommend the Town Council discuss the topic of high property taxes at a future strategic planning session to ensure that checks and balances are in place to protect taxpayers, especially as it relates to those 65 and over or disabled. Ann Martin seconded the motion.
AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin
NAYS: None

E. COORDINATION OF CALENDARS

1. Next meeting: November 8, 5pm - Public Hearing. Discuss public hearing format would like to use at this meeting.
   Chair Dixon confirmed that the next CRC meeting will be the public input opportunity on November 8, 5 - 6 pm

F. ADJOURN

Chair Dixon adjourned the meeting at 1:10 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____

STEVE DIXON, CHAIR

ATTEST:

_____

THERESA SCOTT, TOWN SECRETARY

Charter Review Commission Report

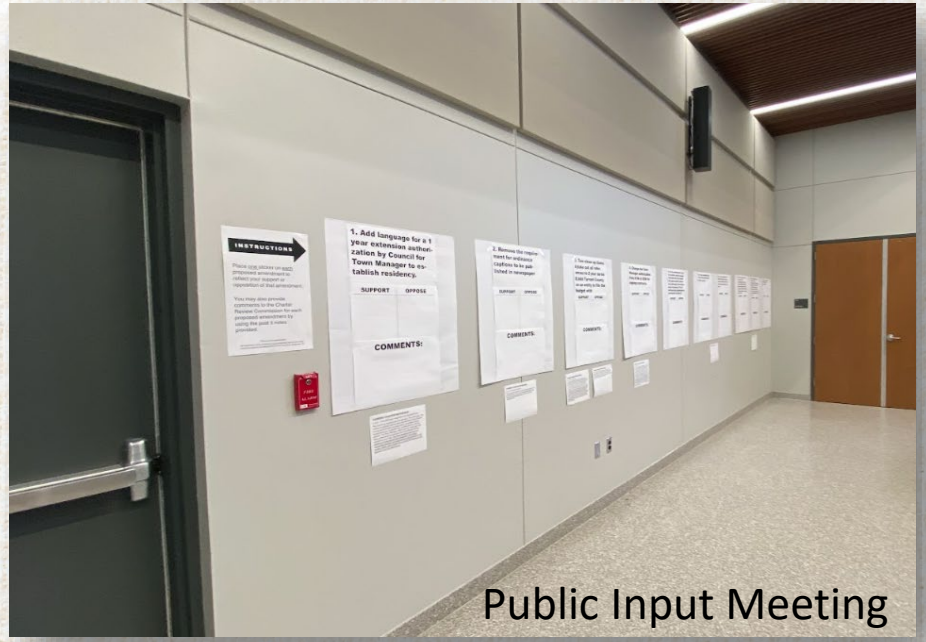
December 4, 2023

Background

- The Town Charter is required to be reviewed every 5 years. It was last reviewed in 2019.
- Charter Review Commission (CRC) members were appointed on 8/7:
  - Steve Dixon, Chair
  - Rick Lust
  - Ann Martin
  - Sandeep Sharma
  - Mike Wallace
  - Greg Wilson
- The CRC held 5 meetings (total of 9 hours):
  - 8/31, 9/13, 10/4 (all 6pm)
  - 10/10 (12 noon)
  - 11/8 (5 – 6pm).
  - All meetings were open to the public and included a public comment opportunity.

Background

- A total of 21 topics were discussed/considered, resulting in 6 proposed amendments, 1 policy recommendation, and 1 strategic planning topic suggestion.
- Public Involvement:
  - One person attended one of the regular meetings & the same person attended the 11/8 public input meeting
  - The email address of Charter@flower-mound.com was created for the public to submit comments or suggestions (one email received).



Public Input Meeting

Council Charge

RESOLUTION NO. 17-23 (8/7/23)

1. Review the Charter for any content that hinders efficiency in Town Operations
2. Ensure the Charter does not contain language that conflicts with state law
3. Revisit items previously considered by prior CRC
4. Rank proposed ballot recommendation in order of importance when presented to Council

Charter Topics
Discussed & Considered/No action recommended

Consensus to not move forward or motion didn't pass.

	Charter Section/Topic	Discussion Summary
1.	3.02.1 - Qualifications	Add requirement that mayor/council be a property owner for 5 years + background check
2.	3.13 – Audit & Examination …Nothing shall prevent the TC from redesignating the same accountant/firm which has previously been designated to prepare an audit.	Pros/Cons in using same accountant/firm as well as time frame for when the audit is done
3.	4.01 – Administrative Depts. …Excluding the FD & PD Dept, 2 or more departments may be headed by the same individual…	Given the Town's size, can the same individual head 2+ departments
4.	7.04/7.15 – Petition by Initiative/Referendum …signed by 5% or 300 voters (whichever is greater)	5% (2,800) is significantly greater than 300 (huge discrepancy - remove the 300 reference)
5.	7.17 – Election requirement for Public Private Partnership	Possibility of a super-majority vote instead of an election

Charter Topics
Discussed & Considered/No action recommended

	Charter Section/Topic	Discussion Summary
6.	8.02 – Development of Property The TC shall cooperate with persons interested in the development of property within or beyond the town limits…	Change from “shall cooperate” to “shall give due consideration” and remove within or beyond town limits
7.	9.05 – Budget a Public Record The budget shall be filed with the Town Sec, Town Council and shall be a public record. A copy of the budget shall be made available to any person upon request.	Can a digital format be considered a copy
8.	9.13 – Reserve Provision shall be made in the annual budget & in the appropriation ordinance for a reserve in an amount not less than 10% of the budgeted amount in the Gen. & Utility Fund,…	Should this amount be increased
9.	9.14 – Transfer of Appropriations During the FY, the TC shall have the power to transfer funds allocated by the budget from one dept. to another….	This topic had prior CRC discussion and was a ballot item (failed). Would shift the power to transfer funds between depts. to the Town Manager.

Charter Topics
Discussed & Considered/No action recommended

	Charter Section/Topic	Discussion Summary
10.	10.02 – Franchise: Powers of Town Council … the full text of such ordinance shall be published once each week for 2 consecutive weeks in the official newspaper of the Town…	Whether the newspaper publication could be changed to digital format
11.	11.07 – Rearrangement & Renumbering The TC shall have the power to renumber/rearrange all articles, sections, & paragraphs of the Charter, or any amendments, as it shall deem appropriate, without changing the meaning of effect on any part…	Add that TC have the power to correct typos, grammar, and references (i.e. references to his/her). Section 6.02 refences his or her opponents & inconsistent with 11.01 (words such as he, his, him, she, and her shall be read and construed as gender-neutral terms
12.	Land use – overlays, density, impact fees	Prohibit overlays; super majority vote for: -residential density above 15 units per acre -waiving or modifying any impact fees
13.	Single Member Districts	Richardson model – -Mayor & 2 at large seats -4 district seats (must live in certain area) All elected at-large by voters

Proposed Amendment #1

Current Charter Section: 3.03.1 (d) (Vacancies)

Current Charter Language:

(d) The following shall apply to Town Council offices with two-year terms:

(1) If a member of the Council shall announce candidacy or become a candidate for election to any public office other than the specific office then held when the unexpired term of the office then held exceeds one (1) year, he shall forfeit his office or place on the Council as of the date of the next regular municipal election.

(2) A single vacancy in the Council shall be filled within thirty (30) days of the occurrence of the vacancy by a majority vote of the remaining members of the Council by selection of a person qualified for the position as described in this Charter. This appointee shall serve until the position can be filled at the next regular Town election.

(3) When more than one vacancy shall develop at any one time, a special election shall be called by the Council for the next date available under the Texas Election Code to fill the vacancies in the same manner as described herein for regular elections. However, if the vacancies occur within ninety (90) days of a regular election, then no special election shall be called and remaining Councilpersons shall appoint qualified persons to fill the vacancies until the regular election.

(4) Notwithstanding any other provision of this Charter to the contrary, if at any time the membership of the Council is reduced to less than four (4), the remaining members may by majority action appoint additional members to raise the membership to four (4). These appointees shall serve until the positions can be filled at the next regular or special Town election.

Proposed Amendment (concept only):

…remove all references to 2-year terms.

Why:

No longer applicable – 3 year terms in place

Vote: 6 - 0

Initiated by: Martin

Importance Ranking: 17 of 25 total points

Proposed Amendment #2

Current Charter Section: 3.05 (Mayor)

Current Charter Language:

…The Mayor may delegate to the Town Manager the authority to sign all contracts not to exceed Fifteen Thousand Dollars ($15,000.00), or any such lesser amount as may be approved by the Town Council…

Proposed Amendment (concept only):
Change the Mayor authorization for the Town Manager to sign contracts from a not to exceed $15k to $50k.

Why:

Efficiency improvement, materials cost are higher since $15k established in 2004; state law allows for $50k (LGC 271.060)

Vote: 6 - 0

Initiated by: Council charge/staff

Importance Ranking: 21 of 25 total points

Proposed Amendment #3

Current Charter Section: 3.07 (w) (Powers of the Council)

Current Charter Language:

…cause only the caption of duly enacted ordinances to be published except as provided otherwise by law.

Proposed Amendment (concept only):

…remove the requirement that ordinance captions be published in the newspaper (and with the understanding these same captions will be included on the Town's website, in the Town Council minutes, and the Town's Code Book (as applicable) except as provided otherwise by law.

Why:

Efficiency improvement (staff time) & cost savings of approximately $1,500 annually.

Vote: 6 - 0

Initiated by: Council Charge/Staff

Importance Ranking: 17 of 25 total points

Proposed Amendment #4

Current Charter Section: 4.02 (Town Manager)

Current Charter Language:

….. The Town Manager need not be a resident of Flower Mound when appointed, but within a reasonable time after such appointment, not to exceed six (6) months, reside within Flower Mound during the balance of the tenure of his or her appointment.

Proposed Amendment (concept only):
Incorporate language that authorizes a 1- year extension by the Town Council to extend the not to exceed 6 months time frame for the Town Manager to establish residency.

Why:

Establishing residency in 6 months could be a challenge in a fluctuating housing market

Vote: 6 - 0

Initiated by: Staff

Importance Ranking: 19 of 25 total points

Proposed Amendment #5

Current Charter Section: 9.10 - Budget

Current Charter Language:

Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget, as finally adopted, shall be filed with the Town Secretary, the County Clerk of Denton County, and the State Comptroller of Public Accounts at Austin.....

Proposed Amendment (concept only):

Add Tarrant County as an entity to receive a copy of the budget.

Why:

State law dictates a copy of the budget be filed with the County Clerk (s). Only Denton County is referenced in the Charter.

Vote: 6 - 0

Initiated by: Council (state law charge)/ Staff

Importance Ranking: 11 of 25 total points

Proposed Amendment #6

Current Charter Section: N/A

Initiated by: Lust

Importance Ranking:
19 of 25 total points

Tax Increment Reinvestment Zone (TIRZ)

Proposed Amendment 1 of 3 (concept only):
Add language that a super-majority vote of the Town Council be required for final approval of a new, revised, or modified TIRZ agreement, as well as for any expansion of the boundaries of an existing TIRZ.

Why:

1. Voters should have a say on the Town's financial participation AFTER the creation of a TIRZ
2. Establishes guardrails for future Council

Vote: 3-3

Proposed Amendment 2 of 3 (concept only):
Add language that a super-majority vote of the Town Council be required for the creation, final approval of a new, revised, or modified TIRZ agreement, as well as for any expansion of the boundaries of an existing TIRZ.

Why:

1. Voters should have a say on the Town's financial participation FROM the creation of a TIRZ
2. Establishes guardrails for future Council

Vote: 4-2

Proposed Amendment – 3 of 3 (concept only):
Take no action

Why:

1. Complicated topic (requires research)
2. Multiple approval layers in place through the process

Vote: 2-4

Other Charter Topics

Policy Recommendation

7.16 – Election required for MUD or PID.

Adopt a policy that would make developers be responsible for election costs related to the creation of a MUD or PID.

Initiated by: Lust

Vote: 6 - 0

Strategic Planning Suggestion

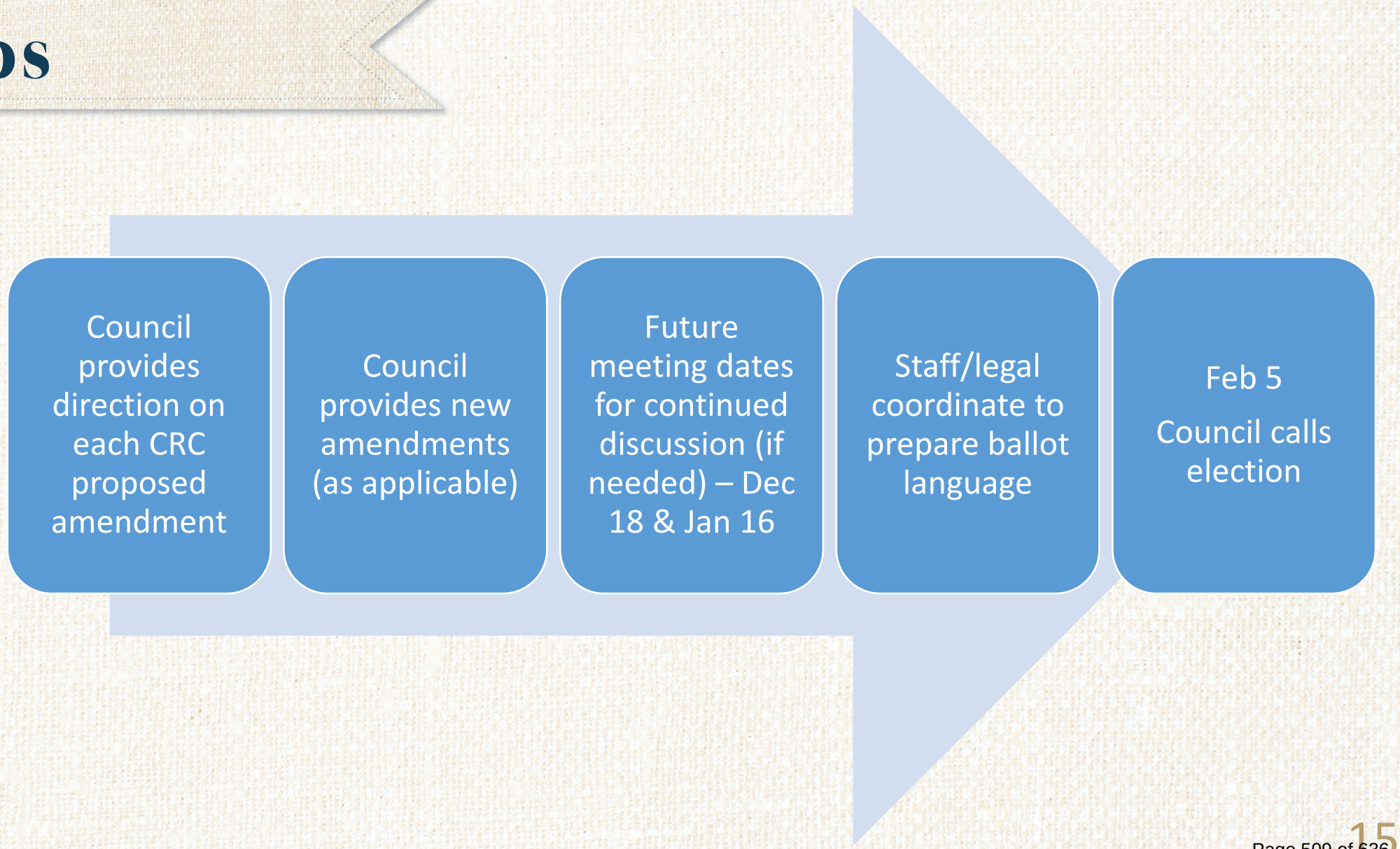
9.15 – Power to Tax (homestead exemption/tax ceiling)

Town Council discuss the topic of high property taxes at a future strategic planning session to ensure that checks and balances are in place to protect taxpayers, especially as it relates to those 65 and over or disabled.

Initiated by: Schiestel/Sharma

Vote: 6 - 0

Next Steps


Council provides direction on each CRC proposed amendment
Council provides new amendments (as applicable)
Future meeting dates for continued discussion (if needed) – Dec 18 & Jan 16
Staff/legal coordinate to prepare ballot language
Feb 5
Council calls election

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

DATE: December 18, 2023
FROM: Ray Watson, Director of Economic Development
ITEM: **Public Hearing to consider approval of a resolution adopting updates to the Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.**

BACKGROUND: The purpose of this item is to consider a resolution to adopt amendments to the Town's Economic Development Incentive Policy (the "Policy") to establish guidelines and criteria governing tax abatement and other incentive agreements. The policy is used for consideration by staff and Council and is a general guidance policy in the evaluation of incentive requests.

Section 312 of the Texas Tax Code states that tax abatement policies are effective for two years from the date adopted. The Town's Policy expired on 11/15/2023; therefore, Town Council must renew the Policy for another two-year period in order to have the ability to provide tax abatement to prospective businesses. This is a recurring biennial request, with the next update approval to occur in 2025.

In an effort to better standardize and communicate the goals and objectives of the Policy, the following changes were made:

- Tax abatement for real and/or personal property amounts, median wage percentage for salaries, and Sales Tax and Hotel Occupancy Tax rebate percentages have been updated to reflect current projects.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:
1. Incentive Policy Resolution
2. Incentive Policy Update- Redline

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, ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE TOWN OF FLOWER MOUND; MAKING FINDINGS RELATIVE THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas ("Town"), is committed to the attraction of high-quality development in all parts of the Town to expand and diversify the Town's tax base; and,

WHEREAS, success in economic development ensures the Town's long-term financial stability, as well as the ability to provide quality services and infrastructure to provide for ongoing improvement in the quality of life for its residential and corporate citizens; and,

WHEREAS, the Town Council of the Town has determined that a policy relative to economic development incentives will provide clarity and delineate the parameters of the Town's economic development incentives; and,

WHEREAS, the Town Council of the Town has decided to elect to become eligible to participate in tax abatement and establish standards and guidelines that will govern the granting of financial initiatives and tax abatement to facilitate economic growth; and,

WHEREAS, such a policy will act as a stimulus for economic development in the Town;

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

From and after the effective date of this Resolution, the Economic Development Incentive Policy attached hereto as Exhibit A is hereby adopted by the Town and made a part of this Resolution for all purposes.

SECTION 3

This Resolution shall take effect immediately from and after its date of passage, and it is so resolved; and all resolutions of the Town Council of the Town of Flower Mound in conflict herewith are hereby amended or repealed to the extent of such conflict.

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF DECEMBER, 2023.

_____
Derek France, Mayor

ATTEST:

_____
Theresa Scott, Town Secretary

Exhibit A

Economic Development Policy

I. GENERAL PURPOSE AND OBJECTIVES

The Town of Flower Mound, Texas ("Town") is committed to the attraction of high-quality development that meets the needs and desires of residents throughout the community and which helps to grow and diversify the local tax base. Success in economic development ensures the Town's financial ability to provide continued quality service and updated infrastructure for its residential and corporate citizens.

The purpose of this Economic Development Incentive Policy (the "Policy") is to elect to become eligible to participate in tax abatement and establish standards and guidelines that will govern the granting of financial initiatives and tax abatement to facilitate economic growth. The Town encourages the use of incentives only as necessary to fill financial gaps and limits them to reasonable and appropriate project expenses that have a public benefit.

Insofar as such objectives are generally served by the enhancement and expansion of the local economy, the Town may, on a case-by-case basis, give consideration to providing financial incentives as a stimulus for commercial development in Flower Mound. It is the policy of the Town that consideration for such incentives will be provided in accordance with the procedures and criteria outlined in this Policy. Nothing herein shall imply or suggest that the Town is under any obligation to provide financial incentives to any applicant.

II. METHODOLOGY

All applications shall be considered and negotiated on a case-by-case basis. Incentives may be utilized only as inducements to generate development that otherwise would not occur. Incentives will not be considered if a building permit for new construction has already been issued, the purchase of an existing building has been finalized, or if a tenant lease has been executed.

III. CRITERIA

Information provided in applications will be used to determine whether or not it is in the best interest of the Town to recommend that incentives be offered for a project. In order to determine the feasibility of a project, a Cost/Benefit Analysis will be performed internally to determine the expected economic impact to the community. The applications shall be evaluated based upon a review of the projected fiscal, community, and employment impacts to the Town.

Specific consideration will be given to projects that further the goals and objectives of the community as described in the Town of Flower Mound Master Plan, as well as those with a significant positive impact on diversifying existing markets, adding employment, expanding the local tax base through added improvement values, and increasing sales tax revenues to the Town.

IV. AVAILABLE INCENTIVES

Tax Abatement for Real and/or Personal Property

The Town of Flower Mound may offer real and/or business personal property tax abatements for qualifying projects that meet the minimum capital investment values listed below, as authorized by Chapter 312 of the Texas Tax Code. Qualifying projects include new tenancies, expansions, or renovations of existing facilities. Tax abatements shall only apply to the value of improvements made to real property and/or to the value that new business personal property has brought into the taxing jurisdiction. If the determination is made that a tax abatement should be offered for a project, the value and term of the abatement is determined by consideration of the following factors:

- Financial Investment in Improvements:

Minimum Capital Investment	Years of Abatement	Percentage of Abatement
$35 M +	Negotiable up to 7	Negotiable
$25 M - $34,999,999	7	50%
$15 M - $24,999,999	7	40%
$5 M - $14,999,999	7	35%
$1 M[1] - $4,999,999	7	20%

additional percentages may be obtained through increased local employment:

Added Full-Time Equivalents (FTEs)	Percentage of Abatement
250 +	10%
101 – 250	7.5%
51 – 100	5%
25[2] – 50	2.5%

- Wages:
  All salaries must be 115% of Denton County Median wages, per the annual Department of Labor Statistics
- Environmentally Conscious Efforts:
  LEED[3]-registered (or equivalent) "green" development Additional 5%

The thresholds as described above are considered guidelines for establishing tax abatement and 380 agreement terms; however, the Town retains discretion to determine the resulting amounts and terms of abatement for individual projects. Nothing herein shall imply or suggest that the Town is under any obligation to provide financial incentives at any time to any applicant.

[1] Projects applying for incentive must result in a minimum capital improvement value of $1 million.
[2] Projects applying for incentive must add, through relocation or new creation, a minimum of 25 FTEs.
[3] LEED stands for the U.S. Green Building Council's Leadership in Energy and Environmental Design program.

Other Incentives

Under Chapter 380 of the Texas Local Government Code, the Town may, on a case-by-case basis, consider other incentive options to promote and encourage economic development, including but not limited to:

Sales Tax:
Sales Tax may be rebated Maximum 50%

Hotel Occupancy Tax ("HOT"):
HOT may be rebated Maximum 50%

and/or

- Cash grants
- Forgivable loans
- Relocation assistance
- Matching grants
- Training grants
- Any combination of listed options

Fee-based incentives may also be considered in lieu of or in addition to a tax abatement if the project presents extraordinary value to the Town in terms of added tax value, increased employment opportunity, or enhanced quality of life amenities. Fee-based incentives may include the reduction or full waiver of building permit fees assessed by the Town and/or rebated impact fees.

In the case of speculative buildings, the Town Council may incentivize a speculative building if it meets the following qualifications: (1) majority office space; (2) located in an area dedicated by the Master Plan as office; and (3) meets the Town Council's goals for future development.

V. EXISTING BUSINESS RETENTION/EXPANSION

The Flower Mound Town Council may consider the use of incentives to retain existing businesses that request assistance if these businesses propose to improve or redevelop property within the Town limits, or to keep jobs in Flower Mound that would otherwise go elsewhere. Tax abatement for the expansion of an existing facility will only apply to the increased valuation of the improvements over the appraised value of the property prior to such improvements as established by the appraisal district the year in which the tax abatement agreement is executed.

VI. INCENTIVE RECONSIDERATION

Application for incentive(s) may be made at any time and in regards to any commercial project within the Town of Flower Mound. Reconsideration of an application previously denied may be requested after any of the following alterations: the type of incentive requested is different; the

terms associated with the requested incentive are different; new information related to the project and its benefit to the community is obtained; or
on an annum basis following initial rejection in response to the changing economic needs, desires, goals, and objectives of the community.

Applicants seeking the reconsideration of an incentive are to complete and submit an Incentive Application in the same manner as a new incentive request and will receive additional information in the same timely manner as a new incentive request. Previously submitted documents may be referenced in each subsequent determination.

VII. EXCEPTIONS

Tax abatements will not be considered within any Tax Increment Reinvestment Zone (TIRZ) created in the Town. Providing ad valorem tax abatements in a TIRZ would dilute the fund's projected value and limit the Town's ability to carry out approved projects within these zones. Additionally, the Town will not consider any incentives for residential projects or the residential portion of designated mixed-use projects.

In order to encourage the retention/expansion of existing business, attraction of new businesses that satisfy a community goal or objective, or to meet a special need of the community, the Town Council retains the ability to approve an incentive that does not comply with the terms outlined in this Policy.

VIII. APPROVAL

All applications are considered on a case-by-case basis and all incentive agreements are subject to final approval by the Town Council**.** Even though a project may meet the criterion set forth in this Policy, an application may be denied for any reason at the discretion of the Town.

The Town will not enter into an incentive agreement with a business entity unless the business entity, in accordance with Section 2252.908 of the Texas Government Code and rules adopted by the Texas Ethics Commission, submits a disclosure of interested parties to the Town at the time the business entity submits the signed incentive agreement to the Town. In addition, any owner with more than 20% ownership must be be acknowledged and disclose if they are currently involved in ANY litigation.

IX. PERFORMANCE

All financial incentives granted by the Town of Flower Mound are performance-based. Should a project granted incentive fail to satisfy the terms outlined within each individual agreement, the contracted party will be denied the full amount of abatement to be received for that given year. Approved incentive agreements, other than tax abatements, will include individual performance measures to be met by the contracted party and specific recapture provisions intended to safeguard the Town from potential financial loss.

X. ANNUAL EVALUATION

Throughout the year, the Town will perform evaluations of approved incentive agreements in order to ensure compliance by all parties. At the end of each year, an Annual Incentives Report will be generated and made available online to the public which will summarize the status of each incentive that was active during the respective year.

XI. PROCEDURAL GUIDELINES

Any person, organization, or corporation desiring that the Town of Flower Mound consider providing incentives to encourage local economic development is expected to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that the Town is under any obligation to provide tax abatement or any other incentives to any applicant.

Completion of the Application

1. Applicants should complete the "Application for Economic Incentives" and include a statement explaining why incentives are being sought for the specific project.

2. The incentive request should include a map or other documentation showing the following:

   - The location of the project property and all roadways within 500 feet of the site.
   - A complete legal description of the project property.
   - Any known existing uses assigned to and conditions of the project property.
   - A summary of the proposed improvements and uses on the site.
   - A proposed project site plan and elevations, if applicable.
   - Outline any proposed changes in zoning that may be requested.
   - Statement indicating that the applicant understands the project must be compatible with the Town of Flower Mound's Master Plan, applicable building codes, and all Town ordinances.

3. Completed application forms and supplementary information may be submitted to the Director of Economic Development, at

   Town of Flower Mound
   ATTN: Economic Development Office
   2121 Cross Timbers Road
   Flower Mound, Texas 75028

   Or via email by sending scanned documents to econdev@flower-mound.com.

4. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested.

Consideration of the Application

1. The application and supplemental documentation is determined by the Economic Development Office to provide a complete overview of the project and incentive request. Additional information may be requested, as needed.

2. Town Council reviews the application during Closed Meeting at either a regular or called meeting(s).

3. Additional information may be requested again, as needed.

4. The recommendation of the Town Council is communicated to the Economic Development Director who provides a response to the applicant on behalf of the Town.

5. If the Town Council wishes to formally consider a request for tax abatement and the project meets all applicable criteria, the Town will call a public hearing to consider the establishment of a tax reinvestment zone in accordance with Section 312.201 of the Tax Code.[4]

6. For other financial incentive requests, the Town Council shall call a public hearing to determine if the project is feasible, practical, and desirable and would continue to be of benefit to the community following the anticipated expiration of the incentive agreement.

7. If the Town Council is generally interested in granting an incentive for the project in question, terms are discussed and outlined, and an agreed-upon draft incentive is constructed and verified for legal compliance.

8. The incentive agreement draft is brought before the Town Council at either a regular or called meeting(s) for public presentation, discussion, and a final vote.

9. Following a majority approval vote, the Mayor or his or her designee, will execute copies of the agreement. One original agreement will be filed with the appropriate county jurisdiction and one original mailed to the contracted party. A copy of each executed agreement will be maintained in the Economic Development Office.

The Town reserves the authority to enter into incentive agreements on a case-by-case basis and at differing terms than any previous or existing agreement that may have been approved in the Town or elsewhere, whether of a similar scope and size or not. Nothing within these guidelines shall imply or suggest that the Town is under any obligation to provide tax abatement or any other incentives to any applicant.

Definitions

- [4] If a public hearing is called to consider the incentive request, the application and all supplemental information shall be regarded as a matter of public record and will be available for inspection by the public. Notwithstanding the foregoing, pursuant to Section 312.003 of the Texas Tax Code, information the applicant provides to the Town in connection with its application or request for a tax abatement that describes the specific processes or business activities to be conducted, or the equipment or other property to be located on the property for which the applicant seeks a tax abatement, is confidential and not subject to public disclosure until the tax abatement agreement is executed, unless a waiver has been obtained from the applicant. The applicant's information in the custody of the Town after the agreement is executed is not confidential.

"Abatement" means the full or partial exemption of ad valorem taxes for eligible properties in a reinvestment zone designated as such for economic development purposes. Abatement may be granted for real property improvements and/or business personal property as determined by the terms of each individual agreement.

"Base Year Value" shall mean the taxable value of the specified real property and business personal property (including inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the agreement as determined by the Central Appraisal District.

"Full-Time Equivalent (FTE)" shall mean any employee working for a company on the specified project site on a forty (40) hour or more per week schedule, or a combination of two (2) or more employees on part time schedules that equal forty (40) hours.

"Reinvestment Zone" shall mean an area designated as such for the purpose of tax abatement as authorized by Chapter 312, Subchapter B, Texas Tax Code.

Application for Economic Incentives

Completed application forms and supplementary information may be submitted to: Town of Flower Mound Economic Development Office, 2121 Cross Timbers Road, Flower Mound, Texas 75028 or via email to econdev@flower-mound.com. For questions, please contact 972-874-6044.

Contact Name: _____ Date:

_____

Address: _____

_____

Phone: _____ E-mail: _____

_____

Project/Company Name: _____

_____

Project Address/Location:_____

_____

Company's Primary Business:_____

_____

Please provide the following information based on the completed project at full operation. It will be assumed that the project is phased in equal annual increments unless indicated otherwise. All values should be those on Appraisal District tax rolls. Please provide supporting documentation where appropriate. Additional pages for responses may be attached.

1. Incentive(s) Requested: _____

   ___

   (Rank order of priority)

   _____

___

2. Necessity of Requested Incentive(s): _____

   ___

   (Describe the reason(s) why this project is seeking assistance)

   _____

   ___

   _____

___

3. Would this project be financially feasible without requested incentive?: _____

   ___

4. Is the project a relocation or new facility expansion?: _____

    a. If relocation, please state current location(s): _____

5. Is the project new construction or lease?: _____

    a. If new construction, is it a shell building or build-to-suit?: _____

    b. If new construction, number of water and irrigation meters and size(s): _____

    _____

    c. If a lease, will it occupy existing space or new construction?: _____

6. Number and square footage of proposed/existing project building(s): _____

7. Will the incentive applicant be the owner and/or a tenant?: _____

8. List the specific operations to be performed at proposed location (products produced/distributed, services provided, etc.): _____

    _____

    _____

9. Projected date of occupancy: _____

10. Property Size (Acreage): _____ 11. Current assessed value of land: _____

12. Estimated value of improvements to property: _____

___

13. Proposed uses for project: _____

___

(Include percentage of each use based on total project space)

14. Estimated value and description of business personal property: _____

_____

_____

15. Estimated value of end-of-year inventory subject to triple freeport exemption:_____

___

16. Number of new FTEs on-site: _____ 17. Average annual salary:

_____

18. Annual estimated sales subject to local sales tax: _____

___

19. Annual estimated sales subject to Town hotel occupancy tax: _____

___

20. Will Flower Mound be designated as point of sale for construction/equipment purchases?: ___

___

    a. If so, estimated project construction/equipment cost?: _____

    _____

21. Is this anticipated to be a LEED certified (or equivalent) project?: _____

___

22. Is the property zoned to accommodate proposed use(s)?: _____

___

    a. If not, what zoning is required for project?: _____

    _____

23. Other factors the applicant would like to have taken into consideration:_____

_____

_____

24. Please sign here signifying that you understand the project must be consistent with the Town's Master Plan, applicable development codes, and all ordinances to be considered for incentives and to indicate that you believe the proposed project does, in fact, meet those criteria: _____

Supplemental Attachments – Check all documents that may be attached to submitted application:

- ☐ Map of property location
- ☐ Legal description of property
- ☐ Existing uses assigned to property
- ☐ 10-year pro-forma
- ☐ Summary of proposed site improvements
- ☐ Proposed project site plan
- ☐ Proposed project elevations
- ☐ Identified funding sources
- ☐ Identification of all owners with at least a 20% ownership

ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT INCENTIVE POLICY

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The purpose of this ~~policy is to~~ Economic Development Incentive Policy (the "Policy") is to elect to become eligible to participate in tax abatement and establish standards and guidelines that will govern the granting of financial initiatives to facilitate economic growth. The Town encourages the use of incentives only as necessary to fill financial gaps and limits them to reasonable and appropriate project expenses which have a public benefit. The Policy provides for the availability of tax abatement for both new facilities and structures and for the expansions or modernization of existing facilities and structures.

Insofar as such objectives are generally served by the enhancement and expansion of the local economy, the Town may, on a case-by-case basis, give consideration to providing financial incentives as a stimulus for commercial development in Flower Mound. It is the policy of the Town that consideration for such incentives will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the Town is under any obligation to provide financial incentives to any applicant.

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- Wages:

~~15% higher than the average annual wage for Denton County, TX for all employees located at the operations in Flower Mound, TX~~All salaries must be 115% of Denton County Median wages, per the annual Department of Labor Statistics. ~~Additional 5%~~

- Environmentally Conscious Efforts:

LEED[3]-registered (or equivalent) "green" development — Additional 5%

The thresholds as described above are considered guidelines for establishing tax abatement agreement terms; however, the Town retains discretion to determine the resulting amounts and terms of abatement for

[1] Projects applying for incentive must result in a minimum capital improvement value of $1 million.
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   - A summary of the proposed improvements and uses on the site.
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   Town of Flower Mound
   ATTN: Economic Development Office
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   Flower Mound, Texas 75028

   Or via email by sending scanned documents to econdev@flower-mound.com.

4. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested.

Consideration of the Application

1. The application and supplemental documentation is determined by the Economic Development Office to provide a complete overview of the project and incentive request. Additional information may be requested at this time, as needed.

2. Town Council reviews the application during Closed Meeting at a regular or called meeting(s).

3. Additional information may be requested again, as needed.

4. The recommendation of the Town Council is communicated to the Economic Development Director who provide a response to the applicant on behalf of the Town.

5. If the Town Council wishes to formally consider a request for tax abatement and the project meets all applicable criteria, the Town will call a public hearing to consider the establishment of a tax reinvestment zone in accordance with Section 312.201 of the Tax Code[4].

6. For other financial incentive requests, the Town Council shall call a public hearing to determine if the project is feasible, practical, and desirable and would continue to be of benefit to the community following the anticipated expiration of the incentive agreement.

7. If the Town Council is generally interested in granting an incentive for the project in question, terms are discussed and outlined and an agreed-upon draft incentive is constructed and verified for legal compliance.

- [4] If a public hearing is called to consider the incentive request, the application and all supplemental information shall be regarded as a matter of public record and will be available for inspection by the public. Notwithstanding the foregoing, pursuant to Section 312.003 of the Texas Tax Code, information the applicant provides to the Town in connection with its application or request for a tax abatement that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the applicant seeks a tax abatement is confidential and not subject to public disclosure until the tax abatement agreement is executed, unless a waiver has been obtained from the applicant. The applicant's information in the custody of the Town after the agreement is executed is not confidential.

8. The incentive agreement draft is brought before the Town Council at a regular or called meeting(s) for public presentation, discussion, and a final vote.

9. Following a majority approval vote, the Mayor or his or her designee, will execute copies of the agreement. One original agreement will be filed with the appropriate county jurisdiction and one original mailed to the contracted party. A copy of each executed agreement will be maintained in the Economic Development Office.

The Town reserves the authority to enter into incentive agreements on a case-by-case basis and at differing terms than any previous or existing agreement that may have been approved in the Town or elsewhere, whether of a similar scope and size or not. Nothing within these guidelines shall imply or suggest that the Town is under any obligation to provide tax abatement or any other incentives to any applicant.

Definitions

"Abatement" means the full or partial exemption of ad valorem taxes for eligible properties in a reinvestment zone designated as such for economic development purposes. Abatement may be granted for real property improvements and/or business personal property as determined by the terms of each individual agreement.

"Base Year Value" shall mean the taxable value of the specified real property and business personal property (including inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the agreement as determined by the Central Appraisal District.

"Full-Time Equivalent (FTE)" shall mean any employee working for a company on the specified project site on a forty (40) hour or more per week schedule, or a combination of two (2) or more employees on part time schedules that equal forty (40) hours.

"Reinvestment Zone" shall mean an area designated as such for the purpose of tax abatement as authorized by Chapter 312, Subchapter B, Texas Tax Code.

Application for Economic Incentives

Completed application forms and supplementary information may be submitted to: Town of Flower Mound Economic Development Office, 2121 Cross Timbers Road, Flower Mound, Texas 75028 or via email to econdev@flower-mound.com. For questions, please contact 972-874-6044.

Contact Name: _____ Date: _____

Address: _____

Phone: _____ E-mail: _____

Project/Company Name: _____

Project Address/Location:_____

Company's Primary Business:_____

Please provide the following information based on the completed project at full operation. It will be assumed that the project is phased in equal annual increments unless indicated otherwise. All values should be those on Appraisal District tax rolls. Please provide supporting documentation where appropriate. Additional pages for responses may be attached.

1. Incentive(s) Requested: _____
   (Rank order of priority)
   _____
2. Necessity of Requested Incentive(s): _____
   (Describe the reason(s) why this project is seeking assistance)
   _____
   _____
3. Would this project be financially feasible without requested incentive?: _____
4. Is the project a relocation or new facility expansion?: _____
   a. If relocation, please state current location(s): _____
5. Is the project new construction or lease?: _____

a. If new construction, is it a shell building or build-to-suit?: _____

b. If new construction, number of water and irrigation meters and size(s): _____

_____

c. If a lease, will it occupy existing space or new construction?: _____

6. Number and square footage of proposed/existing project building(s): _____

7. Will the incentive applicant be the owner and/or a tenant?: _____

8. List the specific operations to be performed at proposed location (products produced/distributed, services provided, etc.):

_____

_____

9. Projected date of occupancy: _____

10. Property Size (Acreage): _____ 11. Current assessed value of land: _____
____

12. Estimated value of improvements to property: _____

13. Proposed uses for project: _____
(Include percentage of each use based on total project space)

14. Estimated value and description of business personal property: _____

_____

15. Estimated value of end-of-year inventory subject to triple freeport exemption:_____

16. Number of new FTEs on-site: _____ 17. Average annual salary: _____

18. Annual estimated sales subject to local sales tax: _____

19. Annual estimated sales subject to Town hotel occupancy tax: _____

20. Will Flower Mound be designated as point of sale for construction/equipment purchases?: _____

a. If so, estimated project construction/equipment cost?: _____

21. Is this anticipated to be a LEED certified (or equivalent) project?: _____

22. Is the property zoned to accommodate proposed use(s)?: _____

a. If not, what zoning is required for project?: _____

23. Other factors the applicant would like to have taken into consideration:_____

_____

24. Please sign here signifying that you understand the project must be consistent with the Town's Master Plan, applicable development codes, and all ordinances to be considered for incentives and to indicate that you believe the proposed project does, in fact, meet those criteria: _____

Supplemental Attachments – Check all documents that may be attached to submitted application:

- ☐ Map of property location
- ☐ Legal description of property
- ☐ Existing uses assigned to property
- ☐ Summary of proposed site improvements
- ☐ Proposed project site plan
- ☐ Proposed project elevations

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

DATE: December 18, 2023
FROM: Claire Barnes, Planner
ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD23-0004 – Titensor Dental) to amend Planned Development No. 64 (PD-64) with Office District and Retail District-1 uses to modify the conceptual plans, add conceptual elevations, and modify the development standards, with certain modifications and exceptions to the Code of Ordinances. The property is generally located west of Long Prairie Road and north of Bob White Lane. (PZ recommended approval by a vote of 5 to 0 at its December 11, 2023, meeting.)**

BACKGROUND:

- Size – Approximately 3.422 acres
- Zoning - Planned Development District-64 (PD-62) with Office and Retail District-1 uses.
- Request - PD amendment to modify development standards and modify and/or add conceptual plans and elevations for a proposed dental office use.
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Modifications – To modify design standards including materials, masonry requirements, and roof pitch requirements that match or exceed standards within the Town's Urban Design Plan, to modify access easement requirements to align with development to the north, and to add retention pond maintenance standards.
- Exceptions – An exception to allow the height of the exposed face of retention pond retaining wall to be a maximum of six feet (6').
- Incentives - None requested
- Planning and Zoning Commission Staff Report Link

BOARD REVIEW/CITIZEN FEEDBACK: During the Planning and Zoning Commission's (P&Z) deliberation, concerns about the safety of the pond and the possibility of installing a wrought-iron fence such as the one proposed for the Embree development's retention pond were discussed. The applicant was open to the possibility of matching the Embree design. P&Z recommended approval at its December 11, 2023, meeting by a vote of 5 to 0, with the condition that the retention pond match the wall and fence design proposed by the Embree development located to the north.

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.

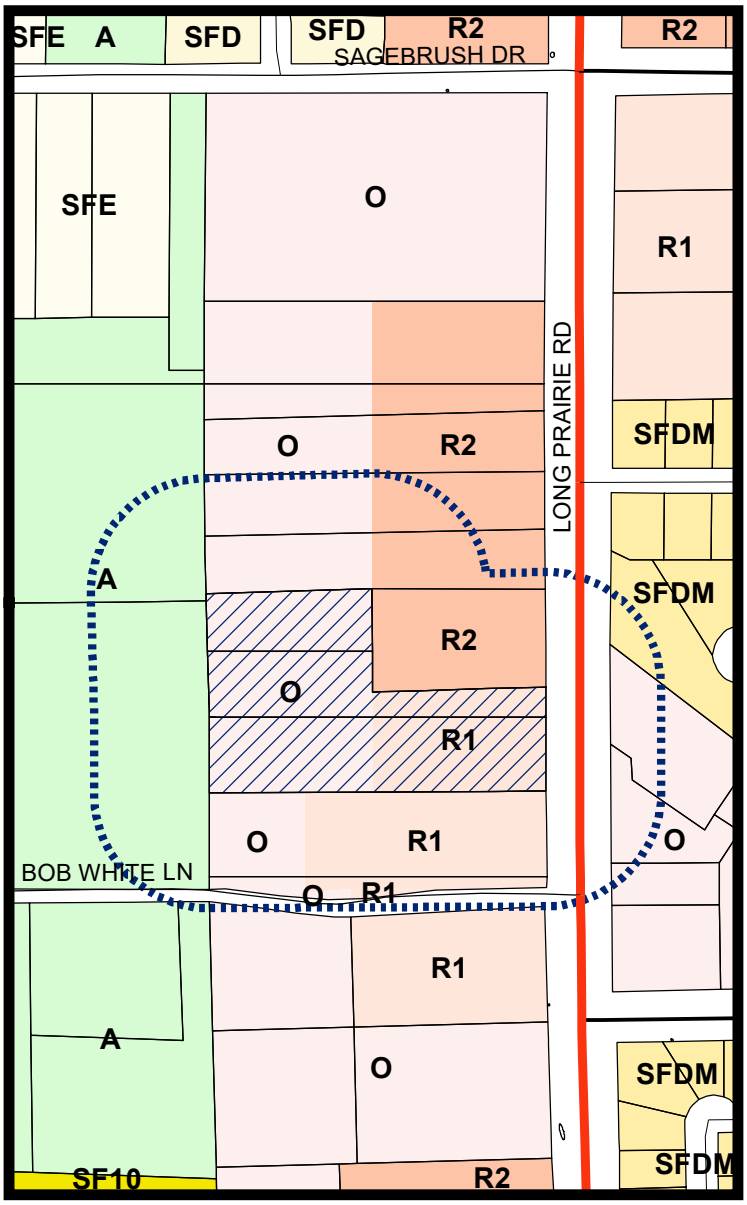
ATTACHMENTS:

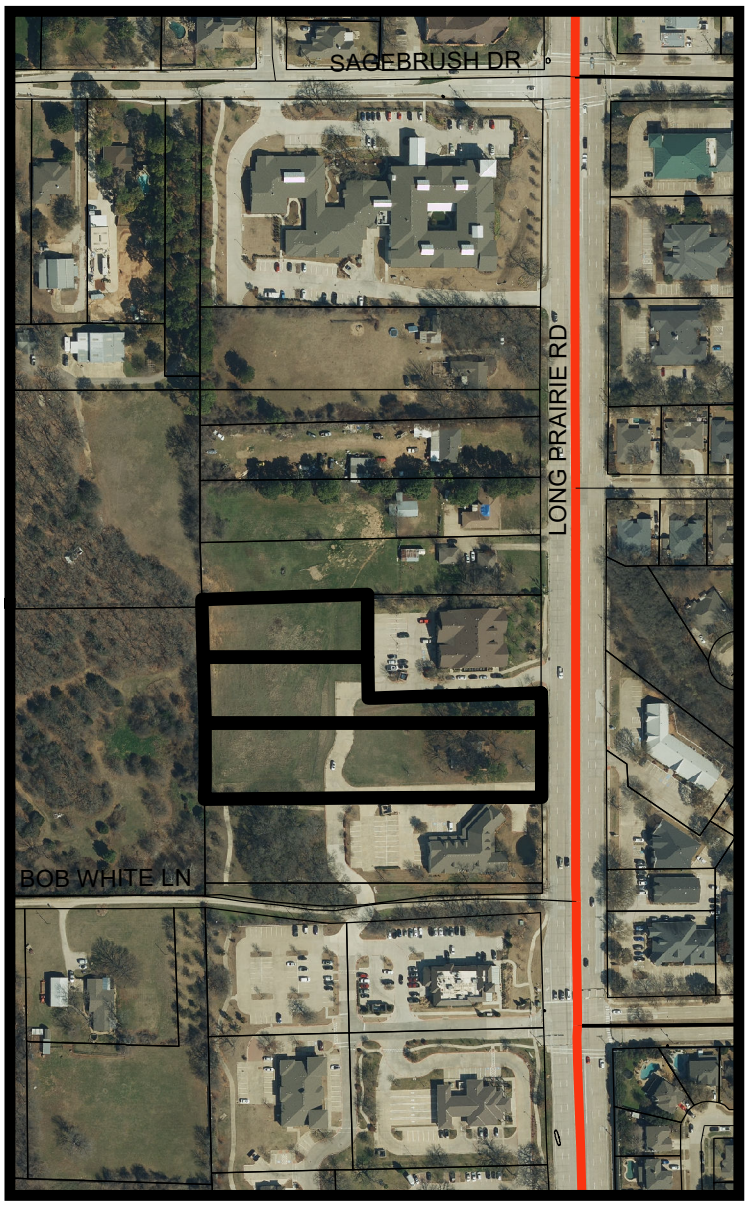
1. Map - Zoning & Aerial
2. DRAFT Ordinance
3. Exhibits A-E

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

Vicinity Map

ZPD23-0004: Titensor Dental





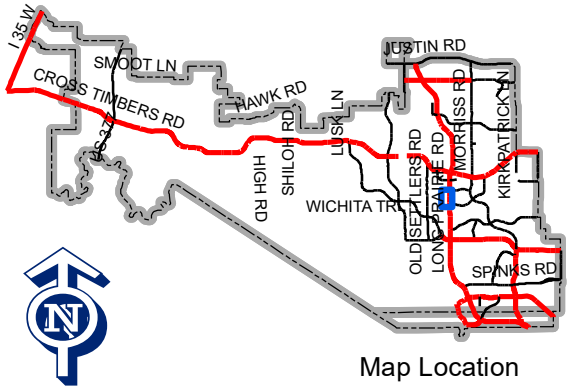
LEGEND

Agriculture | Office | Retail 1 | Retail 2 | Single Family 10

Single Family Density Medium | Single Family Detached | Single Family Estate

Subject Property

200 ft Notification Buffer around Property



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.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 12-98, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 64 (PD-64) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 3.422 ACRES OF LAND SITUATED IN THE J. WIZWELL SURVEY, ABSTRACT NO. 11346, DENTON COUNTY, TEXAS, BY AMENDING THE DEVELOPMENT STANDARDS, AMENDING THE CONCEPT PLAN TO ESTABLISH A CONCEPTUAL SITE PLAN AND A CONCEPTUAL LANDSCAPE PLAN, AND ADDING CONCEPTUAL ELEVATIONS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, 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 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 3.422 acres of land situated in the J. Wizwell Survey, Abstract No. 11346, Denton County, Texas, as more fully described in the attached Exhibits "A-1" and "A-2," have filed an application for a Zoning Planned Development amendment to amend Ordinance No. 12-98 for Planned Development District No. 64 (PD-64) by amending the development standards, amending the concept plan to establish a conceptual site plan and conceptual landscape plan, and adding conceptual elevations; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on December 11, 2023, and the Town Council of the Town held a public hearing on December 18, 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. 12-98 for Planned Development District No. 64 (PD-64) 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:

> Approximately 3.422 acres of land situated in the J. Wizwell Survey, Abstract No. 11346, Denton County, Texas, as more fully described in the attached Exhibits "A-1" and "A-2."
>
> Exhibit "B," "Development Standards," to Ordinance No. 12-98 is hereby replaced with Exhibit "B" attached hereto and incorporated herein.
>
> Exhibit "D," "Concept Plan," to Ordinance No. 12-98 is hereby replaced with Exhibit "C," "Conceptual Site Plan," attached hereto and incorporated herein.
>
> Ordinance No. 12-98 is hereby amended by adding a new Exhibit "E," "Conceptual Landscape Plan," and Exhibit "F," "Concept Elevations," attached hereto as Exhibits "D" and "E" and incorporated herein.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein; the exhibits attached hereto; the applicable regulations contained in Ordinance No. 12-98 for Planned Development District No. 64 (PD-64); 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 of the Town 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 18TH DAY OF DECEMBER, 2023.

APPROVED:

_____
Derek France, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

EXHIBIT "A-1"

98,088 SQ. FT. TRACT (2.252 ACRES)

SITUATED IN THE J. WIZWELL SURVEY, ABSTRACT NO. 1346
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

BEING A 2.252 ACRE TRACT OF LAND SITUATED IN THE J. WIZWELL SURVEY, ABSTRACT NUMBER (NO.) 1346, DENTON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO TITENSOR HOLDINGS LLC IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT (DOC.) NO. 2023–96215, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015063):

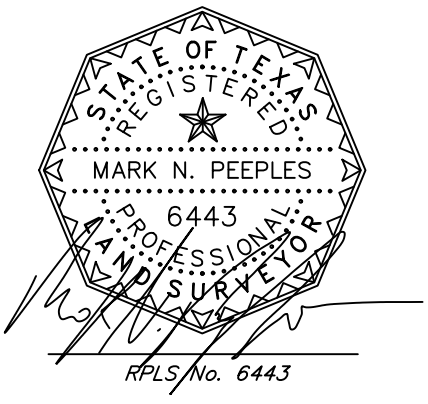
BEGINNING AT A 1/2–INCH REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID TITENSOR HOLDINGS TRACT AND THE NORTHWEST CORNER OF LOT 1, BLOCK A, FLOORING AMERICA ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOC. NO. 2009–123, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), SAID POINT LYING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED TO WILLIAM PATRICK WEDGE IN GENERAL WARRANTY DEED RECORDED IN DOC. NO. 2016–36297, D.R.D.C.T.;

THENCE, NORTH 00 DEGREES 41 MINUTES 20 SECONDS WEST, WITH THE WEST LINE OF SAID TITENSOR HOLDINGS TRACT, THE EAST LINE OF SAID WEDGE TRACT, AND THE EAST LINE OF A TRACT OF LAND DESCRIBED TO CASA21 INVESTMENT, LLC IN GENERAL WARRANTY DEED RECORDED IN DOC. NO. 2022–160540, D.R.D.C.T., A DISTANCE OF 340.01 FEET TO A 1/2–INCH REBAR FOUND FOR THE NORTHWEST CORNER OF SAID TITENSOR HOLDINGS TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO THE RODGERS LIVING TRUST, NISHENDU VASAVADA, & BELA VASAVADA IN GENERAL WARRANTY DEED RECORDED IN DOC. NO. 2014–116754, D.R.D.C.T.;

THENCE, NORTH 88 DEGREES 24 MINUTES 39 SECONDS EAST, WITH A NORTH LINE OF SAID TITENSOR HOLDINGS TRACT AND THE SOUTH LINE OF SAID VASAVADA TRACT, A DISTANCE OF 290.61 FEET TO A 1/2–INCH REBAR FOUND FOR THE NORTHERNMOST CORNER OF SAID TITENSOR HOLDINGS TRACT AND THE NORTHWEST CORNER OF LOT 1, BLOCK A, ANGEL VET CENTER ADDITION NO. 1, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET X, PAGE (PG.) 654, P.R.D.C.T.;

THENCE, SOUTH 00 DEGREES 00 MINUTES 26 MINUTES WEST, WITH AN EAST LINE OF SAID TITENSOR HOLDINGS TRACT, THE WEST LINE OF SAID LOT 1, BLOCK A, ANGEL VET CENTER ADDITION, AND OVER, ACROSS, AND UPON SAID TITENSOR HOLDINGS TRACT, A DISTANCE OF 340.05 FEET TO A POINT FOR CORNER ON THE SOUTH LINE OF SAID TITENSOR HOLDINGS TRACT AND THE NORTH LINE OF SAID LOT 1, BLOCK A, FLOORING AMERICA ADDITION;

THENCE, SOUTH 88 DEGREES 24 MINUTES 03 SECONDS WEST, WITH THE SOUTH LINE OF SAID TITENSOR HOLDINGS TRACT AND THE NORTH LINE OF SAID LOT 1, BLOCK A, FLOORING AMERICA ADDITION, A DISTANCE OF 286.48 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.252 ACRES, OR 98,088 SQUARE FEET OF LAND, MORE OR LESS.



FIELDED BY:	-	DATE:	11/30/2023
DRAWN BY:	BJ	REV:	
CHECKED BY:	MNP	REV:	
JOB NO.	D58375-ZONE 2	REV:	
SHEET 1 OF 2		REV:	

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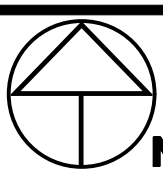
1955 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

EXHIBIT "A-1"

98,088 SQ. FT. TRACT (2.252 ACRES)

SITUATED IN THE J. WIZWELL SURVEY, ABSTRACT NO. 1346
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



SCALE: 1" = 60'

60 0 60

CASAC21 INVESTMENT, LLC
DOC. NO. 2022-160540 D.R.D.C.T.

THE RODGERS LIVING TRUST, NISHENDU VASAVADA, & BELA VASAVADA
DOC. NO. 2014-116754 D.R.D.C.T.

1/2" REBAR (C.M.)

N 88°24'39" E 290.61'

1/2" REBAR (C.M.)

LOT 1, BLOCK A,
ANGEL VET CENTER
ADDITION NO. 1
CABINET X, PG. 654,
P.R.D.C.T.

WILLIAM PATRICK WEDGE
DOC. NO. 2016-36297 D.R.D.C.T.

N 00°41'20" W 340.01'

2.252 ACRES
98,088 SQ. FT.

PART OF
TITENSOR HOLDINGS LLC
DOC. NO. 2023-96215, D.R.D.C.T.

S 00°00'26" W 340.05'

REMAINDER OF
TITENSOR HOLDINGS LLC
DOC. NO. 2023-96215, D.R.D.C.T.

P.O.B.
1/2" REBAR (C.M.)

S 88°24'03" W 286.48'

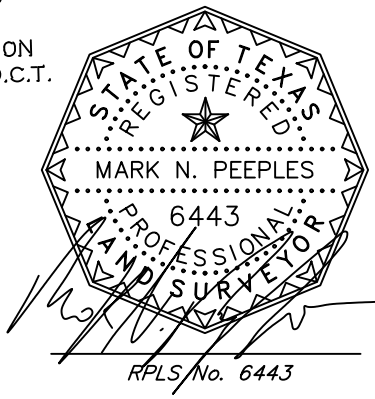
LOT 1, BLOCK A,
FLOORING AMERICA ADDITION
DOC. NO. 2009-123, P.R.D.C.T.

LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- C.M. CONTROLLING MONUMENT
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

NOTES:

- BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015063.



RPLS No. 6443

FIELDED BY:	-	DATE:	11/30/2023
DRAWN BY:	BJ	REV:	
CHECKED BY:	MNP	REV:	
JOB NO.	D58375-ZONE 2	REV:	
SHEET 2 OF 2		REV:	

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FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

EXHIBIT "A-2"

50,987 SQ. FT. TRACT (1.171 ACRES)

SITUATED IN THE J. WIZWELL SURVEY, ABSTRACT NO. 1346
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

BEING A 1.171 ACRE TRACT OF LAND SITUATED IN THE J. WIZWELL SURVEY, ABSTRACT NUMBER (NO.) 1346, DENTON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO TITENSOR HOLDINGS LLC IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT (DOC.) NO. 2023-96215, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015063):

COMMENCING AT A 1/2-INCH REBAR FOUND FOR THE NORTHERNMOST CORNER OF SAID TITENSOR HOLDINGS TRACT AND THE NORTHWEST CORNER OF LOT 1, BLOCK A, ANGEL VET CENTER ADDITION NO. 1, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET X, PAGE (PG.) 654, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), SAID POINT LYING ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED TO THE RODGERS LIVING TRUST, NISHENDU VASAVADA, & BELA VASAVADA IN GENERAL WARRANTY DEED RECORDED IN DOC. NO. 2014-116754, D.R.D.C.T.;

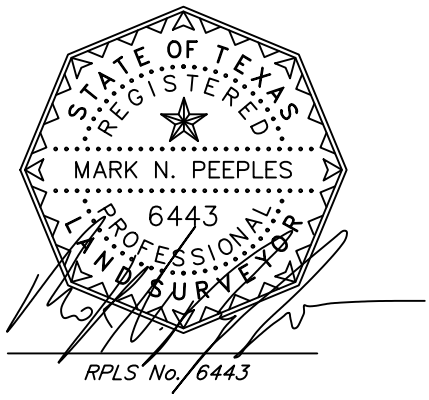
THENCE, SOUTH 00 DEGREES 00 MINUTES 26 SECONDS WEST, WITH AN EAST LINE OF SAID TITENSOR HOLDINGS TRACT AND THE WEST LINE OF SAID LOT 1, A DISTANCE OF 170.00 FEET TO AN "X" CUT FOUND FOR AN INTERIOR "ELL" CORNER OF SAID TITENSOR HOLDINGS TRACT AND THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE, NORTH 88 DEGREES 24 MINUTES 39 SECONDS EAST, WITH A NORTH LINE OF SAID TITENSOR HOLDINGS TRACT AND THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 300.00 FEET TO THE EASTERNMOST NORTHEAST CORNER OF SAID TITENSOR HOLDINGS TRACT AND THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF LONG PRAIRIE ROAD (120 FOOT RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 00 MINUTES 26 SECONDS WEST, WITH AN EAST LINE OF SAID TITENSOR HOLDINGS TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID LONG PRAIRIE ROAD, A DISTANCE OF 170.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID TITENSOR HOLDINGS TRACT AND THE NORTHEAST CORNER OF LOT 1, BLOCK A, FLOORING AMERICA ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOC. NO. 2009-123, P.R.D.C.T., FROM WHICH POINT A 1/2-INCH REBAR FOUND BEARS SOUTH 65 DEGREES 32 MINUTES WEST, A DISTANCE OF 0.4 FEET;

THENCE, SOUTH 88 DEGREES 24 MINUTES 03 SECONDS WEST, WITH THE SOUTH LINE OF SAID TITENSOR HOLDINGS TRACT AND THE NORTH LINE OF SAID LOT 1, BLOCK A, FLOORING AMERICA ADDITION, A DISTANCE OF 300.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 00 DEGREES 00 MINUTES 26 SECONDS EAST, OVER, ACROSS, AND UPON SAID TITENSOR TRACT, A DISTANCE OF 170.05 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1.171 ACRES, OR 50,987 SQUARE FEET OF LAND, MORE OR LESS.



FIELDED BY:	-	DATE:	11/30/2023
DRAWN BY:	BJ	REV:	
CHECKED BY:	MNP	REV:	
JOB NO.	D58375-ZONE 1	REV:	
SHEET 1 OF 2		REV:	

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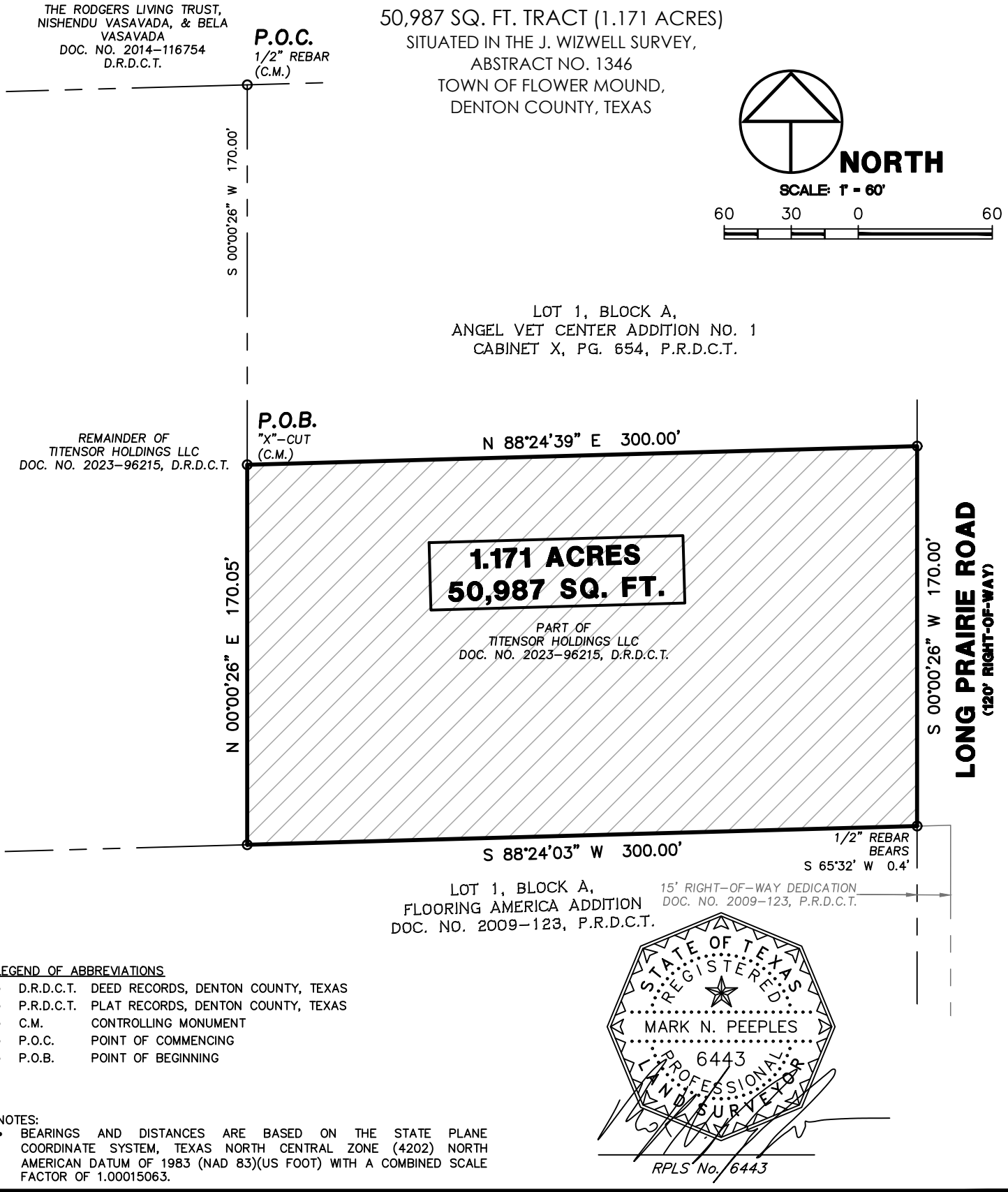
EXHIBIT "A-2"

50,987 SQ. FT. TRACT (1.171 ACRES)

SITUATED IN THE J. WIZWELL SURVEY,
ABSTRACT NO. 1346
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS



LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- C.M. CONTROLLING MONUMENT
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

NOTES:

- BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015063.

RPLS No. 6443

FIELDED BY:	-	DATE:	11/30/2023
DRAWN BY:	BJ	REV:	
CHECKED BY:	MNP	REV:	
JOB NO.	D58375-ZONE 1	REV:	
SHEET 2 OF 2		REV:	

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EXHIBIT "B"

DEVELOPMENT STANDARDS

RENAISSANCE VILLAGE

The development on approximately 3.422 acres described in Exhibit "A-1" and "A-2" shall be in accordance with the Town's Land Development Code, as amended, and shall be subject to the following conditions and requirements:

(A) DESIGN CONCEPT

The overall design concept for Renaissance Village is to create a garden office/retail environment. Each building, along with site improvements, will reflect a Village flavor. A consistent use of quality materials, scale and design elements will tie this most sensitive corridor of Flower Mound together. Except as provided herein, development shall conform to the Land Development Code, as amended.

(B) DEVELOPMENT STANDARDS - OFFICE DISTRICT

(1) As designated in Exhibit "A-1", the Office District shall contain approximately 2.25 acres. Development of the Office District shall be in compliance with all regulations applicable to Office District (0) contained in the Land Development Code, as amended, except as otherwise provided for in said Ordinance.

(2) The following Office District (0) uses shall not be permitted:

(a) Off-street parking accessory
(b) Communication tower, commercial
(c) Electrical line/substation, high voltage
(d) Private franchise utility (not listed)
(e) Sewage pump station
(f) Telephone equipment station
(g) Transmission pipeline
(h) Water well, storage or pump station
(i) Bus station or terminal
(j) Helistop
(k) Parking lot or structure, commercial
(l) Restaurant, general
(m) Amusement and recreation (indoors)

(n) Golf course, public
(o) Swimming pool, commercial
(p) Swimming pool, public
(q) Theater
(r) All retail related uses
(s) Community center, public
(t) Fire station
(u) Art gallery

(3) Height:

(a) Maximum building height shall not exceed 35 feet (35') and not more than two (2) stories in height. Two (2) story buildings shall be no less than 150 feet from proposed or existing residential zoned property.

(b) Maximum height of any architectural feature or tower element shall not exceed 40 feet (40').

(c) All buildings shall meet the requirements for residential compatibility setbacks as defined in the Land Development Code.

(4) Site Development:

(a) Rear Yard - All buildings shall meet the requirements for residential compatibility setbacks as defined in the Land Development Code.

(b) A 50 foot (50') landscaped buffer shall be required along the western property boundary.

(c) Side Yard - Required building setbacks shall not be less than 25 feet (25'). All buildings shall meet the requirements for residential compatibility setbacks as defined in the Land Development Code.

(d) A 31 foot (31') mutual access easement connecting from north to south is required as shown on the concept site plan.

(5) Landscaping:

(a) There shall be a 50-foot (50') landscape buffer with a curvilinear eight (8) foot hike/bike trail along the western boundary line with dense landscaping consisting of minimum three (3) inch caliper trees planted at a ratio of one (1) tree per 400 square feet of landscape area, together with a six (6) foot high masonry screening wall.

(b) Location of the hike/bike trail within the 50-foot (50') landscape buffer shall be determined by the Director of Parks and Recreation or his/her designee.

(c) The hike/bike trail within the 50-foot (50') landscape buffer shall be constructed with the first phase of the Renaissance Village development.

(d) The hike/bike trail shall be ADA accessible and shall provide a stub to the trail for water and electricity.

(C) DEVELOPMENT STANDARDS - RETAIL DISTRICT-1

(1) As designated in Exhibit "A-2 ", Retail District-1 shall contain approximately 1.17 acres. Development of Retail District-1 shall be in compliance with all regulations applicable to Retail District-1 (R-1) contained in the Land Development Code, as amended, except as otherwise provided for in said Ordinance.

(2) Height:

(a) Maximum building height shall not exceed 35 feet (35') and not more than one (1) story.

(b) Maximum height of any architectural feature or tower element shall not exceed 40 feet (40').

(c) All buildings shall meet the requirements of the residential compatibility setback as defined in the Land Development Code.

(3) Site Development:

(a) Front Yard - The minimum front yard setback from the street right-of-way shall be 65 feet (65').

(b) Side Yard - The required building side yard setback shall not be less than 25 feet (25').

(c) All buildings shall meet the requirements of the residential compatibility setbacks as defined in the Land Development Code.

(D) MISCELLANEOUS STANDARDS

(1) Building Elevation Profile (Roof Form):

(a) Roof style shall comply with the Urban Design Plan guidelines in Section 4.0 of the Town of Flower Mound Master Plan dated 11/7/2022. Dark gray colored metal finish is permitted at the top perimeter of the roof line. Wood-like flat aluminum slats are permitted for the building soffit.

(2) Building Materials:

A variety of building materials are encouraged to promote the desired Village flavor. Stone, brick, stucco, metal, and wood products are allowed, with 85% brick, stone, or stucco being required for total wall surface, exclusive of glass. (EFIS Hardi-plank and CMU are not allowed).

(a) Stone shall be of Limestone/Sandstone family to be harmonious with brick range below.

(b) Stucco shall be standard three (3) coat stucco on metal lath.

(c) Brick shall be earth tone and/or red/pink range.

(d) Wood trim shall be rough sawn or distressed wood products. Masonite products as a finished material is not allowed. Color shall be approved harmonious with earth tones, brick, stone, stucco and roofing material. Finish colors are subject to review by the Planning and Zoning

Commission.

(e) Other materials: Copper roofs, cast stone, cast iron, and other architectural Village elements are encouraged.

(f) Glazing: Individual windows shall be single hung, double hung, or fixed clear glass. Storefront glazing {facade with greater than 50% glazed area) is not allowed.

(g) Doors: All doors shall be wood or steel and shall be residential style. Integrated glass is allowed in doors.

(3) Pedestrian Walkways:

(a) ADA accessible sidewalks, four (4) feet In width, shall be installed to provide access to all buildings.

(b) Pedestrian walks shall be enhanced by periodic breaks in concrete surface by bands of contrasting color and textured material complying with ADA requirements. Such patterns shall occur at pedestrian crossings of vehicular roadways as well.

(4) Service:

(a) No service areas shall be visible from public streets.

(b) All service areas shall be screened with approved "screening landscaping" or a six (6) foot high masonry screen wall.

(5) Landscaping:

(a) Parking lots with:

1 to 99 spaces - shall be required to provide a five (5) buffer between lots.
100 to 149 spaces - shall be required to provide a 15-foot (15') buffer between lots.
150 and above - shall be required to provide a 25-foot (25') buffer between lots.

(b) Landscape irrigation shall be provided to all permeable

surfaces.

(c) Pond Maintenance:

(i) The pond will maintain the normal pool elevation level specified on the civil plans.
(ii) The pond will be kept clear of all noxious plant material including, but not limited to, cottonwood trees, willow trees, and cattails specifically.
(iii) If necessary to achieve the above specification, the property owner shall secure a pond maintenance company for weekly or monthly treatment of the noxious plant material. *Water depths less than 6 feet may require additional treatment.
(iv) Aeration will be provided to the pond and such aeration system shall be kept in good repair and shall remain operational year-round.
(v) Permanent vegetation shall be established and maintained along the exposed banks to prevent erosion.

(6) No outdoor loudspeaker or noise device shall be permitted.

(7) Curb cuts along FM 2499 shall not be less than 400 feet (400') apart, measured center to center. Location of curb cuts along FM 2499 shall be determined at the site plan approval process.

(8) All development controls listed in the Town's Comprehensive Master Plan, as amended, are incorporated by reference into these Development Standards, specifically including the following development controls:

(a) Facades facing FM 2499 and Sagebrush are to be "front" elevations, with no visible service elements.

(b) AII service areas, dumpsters, etc., are to be screened from view from FM 2499, Sagebrush and the abutting estate residential area.

(c) No developments or uses may generate a noise level greater then 50dBA, measured at the property line of any adjacent residential property.

(d) To protect adjacent residential development from adverse impacts, development between the extension of Firewheel and the adjacent residential property lines, and within 300 feet (300') of the existing estate residential property lines south of the Firewheel extension cannot be retail or restaurant development.

(e) Entrances to internal drive for new development to have exceptional quality landscape and signage design due to their high visibility. The design should reflect the natural character of Flower Mound, and be compatible with the existing estate residences on Sagebrush.

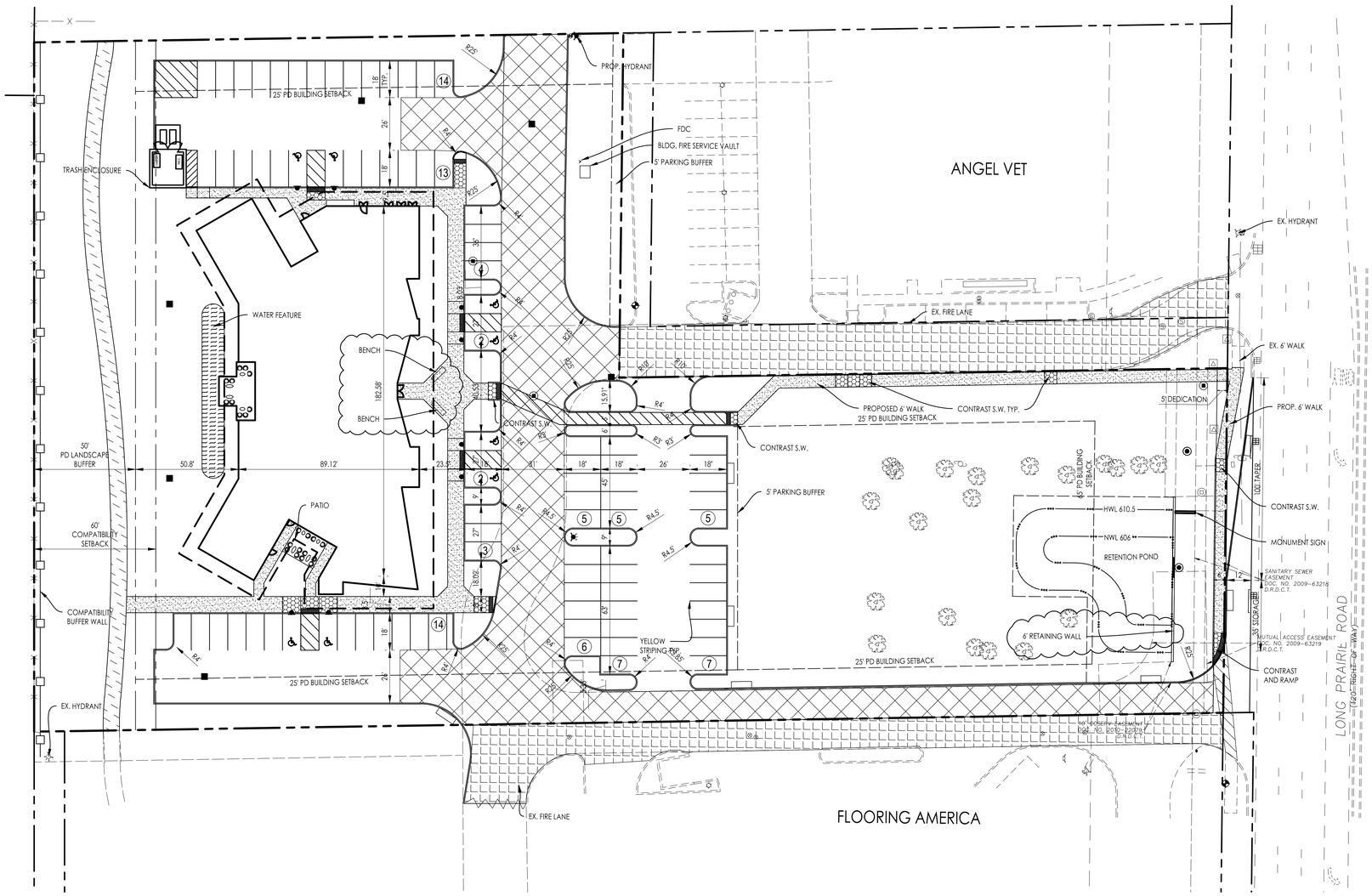
(f) Primary signage at permitted curb cuts on FM 2499 and Sagebrush; internal signage only on building facades; no freestanding or rooftop signs.

(9) Elevations must be in substantial compliance with the conceptual elevations.

(10) Exceptions:

Retention pond: An exception to Section V.C.ii (a) of the Town's Engineering Design Criteria to allow for retaining walls greater than three-foot exposed face. The retaining wall shall not exceed 6 feet (6') and shall be constructed with materials that complement the development. Any portion of the retention pond wall that exceeds three feet (3') in height shall utilize a minimum four-foot (4') tall wrought-iron/tubular steel fence for safety purposes.

Exhibit C



LEGEND:

- CURB AND GUTTER (TYPE 2–A)
- EXISTING CURB & GUTTER
- FIRE LANE
- FIRE LANE EXISTING/PROPOSED BY OTHERS

GENERAL SITE NOTES

1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
2. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.
3. THE CONTRACTOR IS TO ADJUST ALL EXISTING MANHOLES, FIRE HYDRANTS, GATE VALVE PADS, ETC. TO FINAL GRADE, AS NECESSARY.
4. ALL UTILITY AND IRRIGATION SLEEVES MUST BE INSTALLED BEFORE PAVING CAN BEGIN.
5. REFER TO THE IRRIGATION PLANS FOR ADDITIONAL INFORMATION REGARDING THE PROPOSED IRRIGATION SLEEVES.
6. ALL CROSSWALK, STOP BAR, PARKING SPACE, LANE USE ARROWS, LANE LETTERING AND TURN BAY STRIPING IS TO BE WHITE UNLESS OTHERWISE NOTED.
7. TYPICALLY, THE STOP BAR SHALL BE 4' MINIMUM FROM THE CROSS WALK.
8. SEE STANDARD DETAILS FOR ADDITIONAL INFORMATION ON THE BARRIER FREE RAMPS.
9. CONCRETE STREET HEADERS, PER TOWN DETAIL, ARE REQUIRED WHERE NEW PAVING IS POURED AGAINST EXISTING PAVEMENT.
10. THE CONTRACTOR IS TO CONTACT JOSHUA BROWN, PARKS SUPERVISOR (972-874-6428) OR JOHN HAVERN, PARKS, TRAILS AND LANDSCAPE SPECIALIST (972-874-6343) PRIOR TO BEGINNING ANY WORK IN THE TOWNS RIGHT-OF-WAY.
11. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL TOWN IRRIGATION SYSTEMS AND PLANT MATERIAL.
12. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING TOWN IRRIGATION SYSTEMS.
13. ANY EXISTING IRRIGATION (RAW WATER LINE/PURPLE PIPE) IN PUBLIC ROW SHALL BE RESTORED TO ITS ORIGINAL CONDITION.
14. ANY NEW IRRIGATION IN PUBLIC ROW SHALL BE PURPLE PIPE AND SHALL HAVE PURPLE VALVE NOX LIDS, PURPLE CAPS ON ALL IRRIGATION HEADS, PURPLE DRIP TUBING AND PURPLE BUBBLERS. ROW IRRIGATION SHALL BE ON ITS OWN ZONE(S) AND HAVE THE ABILITY TO BE CUT LOOSE FROM THE REMAINDER OF THE SYSTEM AND SWITCHED OVER TO THE FUTURE RE-USE SYSTEM.
15. REFER TO SHEET C2.0, DEMOLITION PLAN, FOR ADDITIONAL INFORMATION.
16. THE CONTRACTOR IS TO RESTORE THE IRRIGATION AND LANDSCAPE IN THE MEDIAN TO PRE-CONSTRUCTION WORKING CONDITIONS.

PLANNING NOTES

1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. OR ALL RETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
3. 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.
4. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
5. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
6. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
7. 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.
8. FLAG POLES MUST COMPLY WITH THE REGULATIONS IN SECTION 86-4. - PROHIBITED SIGNS.

SITE DATA SUMMARY TABLE		
GROSS SITE AREA	3.422 ACRES OR 149,076 S.F.	
NET SITE AREA	3.422 ACRES OR 149,076 S.F.	
ZONING:	PD64	
PROPOSED USE:	MEDICAL OFFICE	
LOT COVERAGE AREA		
BUILDING COVERAGE	15,744 SF (11%)	
IMPERVIOUS AREA	69,750 SF (53%)	
PERVIOUS AREA	79,326 SF (47%)	
FLOOR AREA RATIO:	0.10:1	
PARKING SUMMARY	REQUIRED*	PROVIDED
DENTAL OFFICE	79	79
ACCESSIBLE PARKING	-	8
TOTAL PARKING	79	87
BUILDING DATA		
NUMBER OF STORIES	1	
PEAK HEIGHT	24'-4"	
MEAN HEIGHT	24'-4"	
MEDIAN ROOF HEIGHT	24'-4"	
TOTAL SQ. FOOTAGE	15,744 SF (11%)	

*1 PER 200 SF

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.

STATE OF TEXAS — SCOTT A. DIGILIO — 135594 — LICENSED PROFESSIONAL ENGINEER

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No.	DATE	DESCRIPTION
1	05/24/23	PLANNING SUBMITTAL
2	07/17/23	PLANNING SUBMITTAL #2
3	10/06/23	PD REVISIONS
4	11/03/23	PD REVISIONS

rtm engineering consultants
1400 Quorum Drive
Suite 595
Addison, TX 75254
Telephone: (972) 387 - 3500
www.rtmec.com
TX Engineering Firm No.: 17316

SHEET NAME: CONCEPTUAL SITE PLAN

PROJECT NAME: FLOWER MOUND DENTAL
3025 LONG PRAIRIE RD. FLOWER MOUND, TX

PROJECT No. 22.KAP.005

SHEET No. C3.0 OF SHEETS

PRELIMINARY SET FOR PD AMENDMENT

User: brian.hodges File: J:\2022\22.KAP.005 Flower Mound TX\09 DESIGN DRAWINGS\03 SHEETS\22.KAP.005 C03 CONCEPT SITE.dwg Time: Nov 02, 2023 - 10:54am

Exhibit D

IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

ROOT BARRIERS

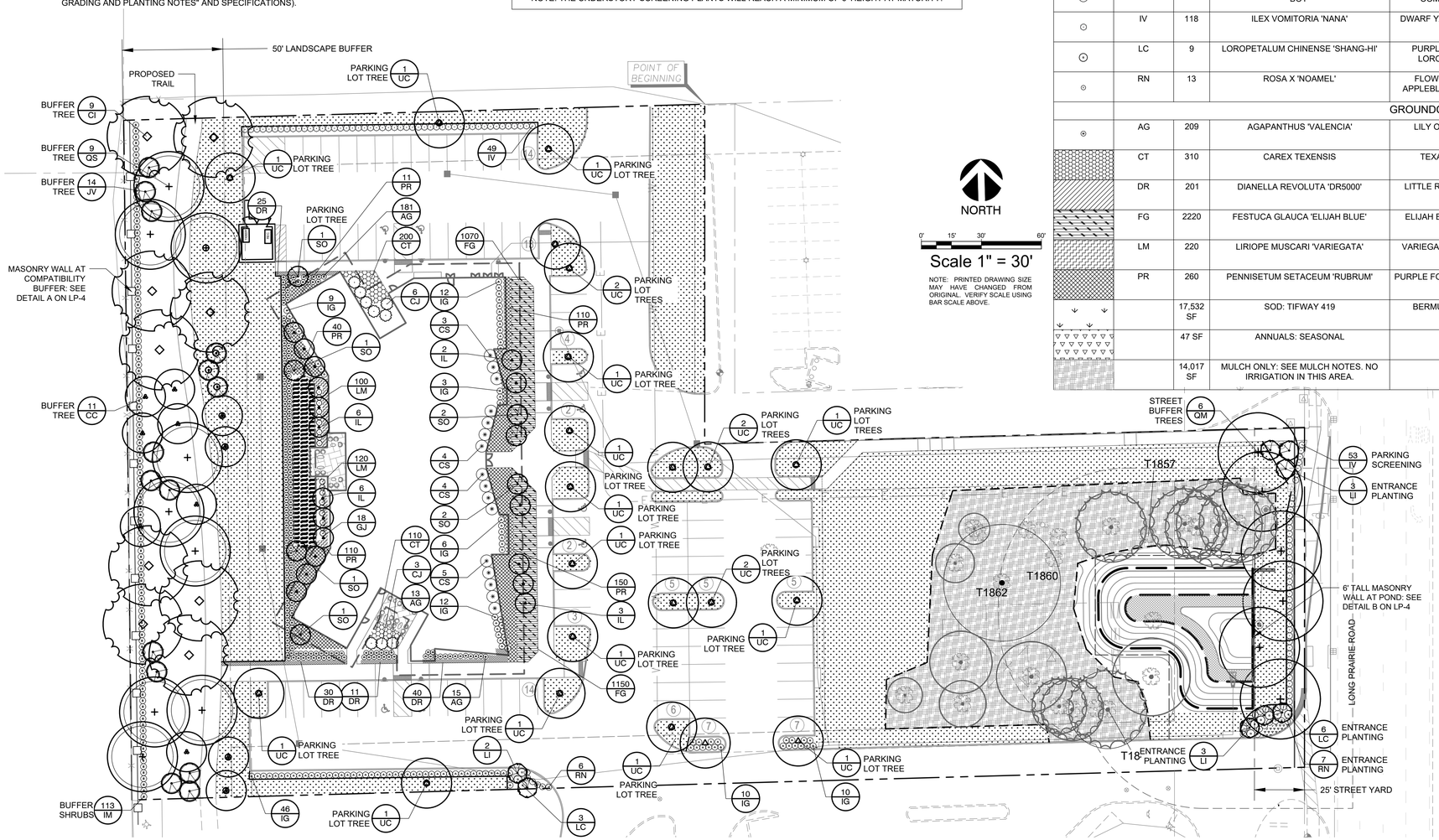
THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

STREET YARD LANDSCAPING

STANDARD	TOTAL STREET YARD	REQUIRED	PROVIDED
MIN. 20% OF STREET YARD	29,489 SF	5,898 SF	7,877 SF OR 26.7%
STREET YARD TREES			
10,000 TO 100,000 S.F. = 1 PER 2,500 S.F. PLUS 10 TREES	69,069 SF	38 TREES	41 TREES (24 PROPOSED + 17 EXISTING)
*TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS.			
STREET BUFFER LANDSCAPING			
	REQUIRED BUFFER WIDTH	PROVIDED	
LONG PRAIRIE ROAD	25 FT	25 FT	
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE	REQUIRED	PROVIDED
1 PER 30 LF	LONG PRAIRIE RD = 170 LF	6 TREES	6 TREES
PARKING AREA LANDSCAPING			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
90 SF PER 12 SPACES	87	653 SF	4,861 SF
PARKING AREA TREES			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
1 PER 10 PARKING SPACES	87	9 TREES	23 TREES
*ALL PARKING SPACES ARE WITHIN 50 FEET OF A TREE.			
COMPATIBILITY BUFFER REQUIREMENTS			
STANDARD	TOTAL AREA	REQUIRED	PROVIDED
25' WIDTH, WEST PROPERTY LINE		50 LF	50 LF
1 SHADE TREE PER 400 SF	17,000 SF	43 TREES (3" CAL.)	43 TREES (3" CAL.)
UNDERSTORY SCREENING PLANTS		6' SCREENING SHRUBS	6' SCREENING SHRUBS
MIN. 6' MASONRY WALL		6' MASONRY WALL	6' MASONRY WALL
NOTE: THE UNDERSTORY SCREENING PLANTS WILL REACH A MINIMUM OF 6' HEIGHT AT MATURITY.			



PLANT SCHEDULE

SYMBOL	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	NATIVE	NOTES
			TREES					
	CC	11	CERCIS CANADENSIS	EASTERN REDBUD	MIN. 3" CAL.	PER PLAN	YES	MULTI-STEM
	CI	9	CARYA ILLINOENSIS	PECAN	MIN. 3" CAL.	PER PLAN	YES	
	IL	17	ILEX VOMITORIA	YAUPON HOLLY	MIN 3" CAL.	PER PLAN	YES	MULTI-STEM; MIN. 3 CANES, 1" CAL. EACH
	JV	14	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	MIN. 3" CAL.	PER PLAN	YES	
	LI	8	LAGERSTROEMIA INDICA 'DYNAMITE'	DYNAMITE CRAPE MYRTLE	MIN. 3" CAL.	PER PLAN	NO	MULTI-STEM; MIN. 3 CANES, 1" CAL. EACH
	QM	6	QUERCUS MACROCARPA	BUR OAK	MIN. 3" CAL.	PER PLAN	YES	
	QS	9	QUERCUS SHUMARDII	SHUMARD OAK	MIN. 3" CAL.	PER PLAN	YES	
	SO	8	SOPHORA SECUNDIFLORA	TEXAS MOUNTAIN LAUREL	6' HT.	PER PLAN	YES	MULTI-STEM
	UC	20	ULMUS CRASSIFOLIA	CEDAR ELM	MIN. 3" CAL.	PER PLAN	YES	
			SHRUBS					
	CJ	9	CAMELLIA JAPONICA 'ALBA PLENA'	ALBA PLENA CAMELLIA	3 GAL.	6' O.C.	NO	
	CS	16	CAMELLIA SASANQUA 'SHISHI GASHIRA'	SHISHI GASHIRA CAMELLIA	3 GAL.	6' O.C.	NO	
	GJ	18	GARDENIA JASMINOIDES 'CROWN JEWEL'	CROWN JEWEL GARDENIA	3 GAL.	3' O.C.	NO	
	IG	96	ILEX GLABRA 'SHAMROCK'	INKBERRY	3' HT. MIN.	3' O.C.	YES	
	IM	113	ILEX X MESERVAE 'BLUE GIRL' & 'BLUE BOY'	BERRI-MAGIC KIDS HOLLY COMBINATION	3' HT. MIN.	3' O.C.	NO	
	IV	118	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	3' HT. MIN.	3' O.C.	YES	
	LC	9	LOROPETALUM CHINENSE 'SHANG-HI'	PURPLE DIAMOND LOROPETALUM	3 GAL.	4' O.C	NO	
	RN	13	ROSA X 'NOAMEL'	FLOWERCARPET APPLEBLOSSOM ROSE	3 GAL.	3' O.C.	NO	
			GROUNDCOVER					
	AG	209	AGAPANTHUS 'VALENCIA'	LILY OF THE NILE	1 GAL.	30" O.C.	NO	
	CT	310	CAREX TEXENSIS	TEXAS SEDGE	1 GAL	1' O.C.	YES	
	DR	201	DIANELLA REVOLUTA 'DR5000'	LITTLE REV FLAX LILY	1 GAL.	2' O.C.	NO	
	FG	2220	FESTUCA GLAUCA 'ELIJAH BLUE'	ELIJAH BLUE FESCUE	1 GAL.	1' O.C.	YES	
	LM	220	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LILYTURF	1 GAL.	15" O.C.	NO	
	PR	260	PENNISETUM SETACEUM 'RUBRUM'	PURPLE FOUNTAIN GRASS	1 GAL.	30" O.C.	NO	
		17,532 SF	SOD: TIFWAY 419	BERMUDA GRASS	SOD		NO	
		47 SF	ANNUALS: SEASONAL					
		14,017 SF	MULCH ONLY: SEE MULCH NOTES. NO IRRIGATION IN THIS AREA.					

SEE SHEET LP-3 FOR RETENTION POND PLANTING.

GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.)
   a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
   b. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
   c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

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REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
12/07/2023

Project Name
3025 & 3031 Long Prairie Rd.
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CONCEPTUAL LANDSCAPE PLAN

	Date	Comment
1	05/24/23	PLANNING SUBMITTAL
2	07/17/23	PLANNING SUBMITTAL #2
3	10/04/23	PLANNING SUBMITTAL #3
4	10/03/23	ECC HEARING
5	11/03/23	PLANNING SUBMITTAL #4

Project Number	
Date	11/01/2023
Drawn By	LC
Checked By	LC/RM

LP-1

PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
   1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
   2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
   3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.

B. SCOPE OF WORK
   1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
   2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
   3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
   1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
   2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
   3. TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
   4. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTBLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
   5. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
   6. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
   7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
   8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
D. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
E. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
F. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
G. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
H. TREE STAKING AND GUYING
   1. STAKES: 6' LONG GREEN METAL T-POSTS.
   2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
   3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
I. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
J. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

A. SOIL PREPARATION
   1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
   2. SOIL TESTING:
      a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
      b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
      c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
      d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
   3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
   4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
      a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
         iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
      b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
         iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
         iv. IRON SULPHATE - 2 LBS. PER CU. YD.
   5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
      a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
      b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED IN THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
      c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
      d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
      e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
      f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
   6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

B. SUBMITTALS
   1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
   2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
   3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
   4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.

C. GENERAL PLANTING
   1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
   2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
   3. TRENCHING NEAR EXISTING TREES:
      a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
      b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
      c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
      d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.

D. TREE PLANTING
   1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
   2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
   3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM ROOTBALL.
   4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
   5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
   6. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

a.	1"-2" TREES	TWO STAKES PER TREE
b.	2-1/2"-4" TREES	THREE STAKES PER TREE
c.	TREES OVER 4" CALIPER	GUY AS NEEDED
d.	MULTI-TRUNK TREES	THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE

   7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).

E. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
   1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
   2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
   3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.

F. SODDING
   1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
   2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
   3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
   4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
   5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

G. MULCH
   1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
   2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.

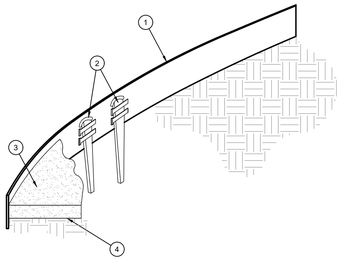
H. CLEAN UP
   1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
   2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.

I. INSPECTION AND ACCEPTANCE
   1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
   2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
   3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

J. LANDSCAPE MAINTENANCE
   1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, TREATING FOR INSECTS AND DISEASES,REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
   2. SHOULD SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
   3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
      a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
      b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
      c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

K. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
   1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
   2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.

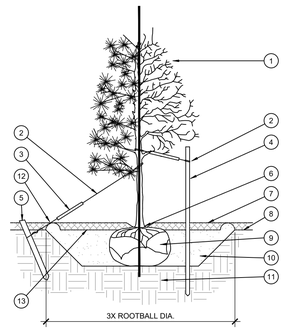
L. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.



1. ROLLED-TOP STEEL EDGING PER PLANS.
2. TAPERED STEEL STAKES.
3. MULCH, TYPE AND DEPTH PER PLANS.
4. FINISH GRADE.

NOTES:
1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

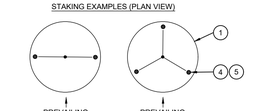
D STEEL EDGING
SCALE: NOT TO SCALE



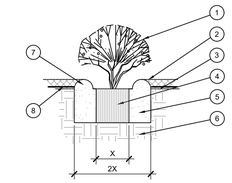
1. CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.
13. FINISH GRADE.

NOTES:
1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
3. FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
5. FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.

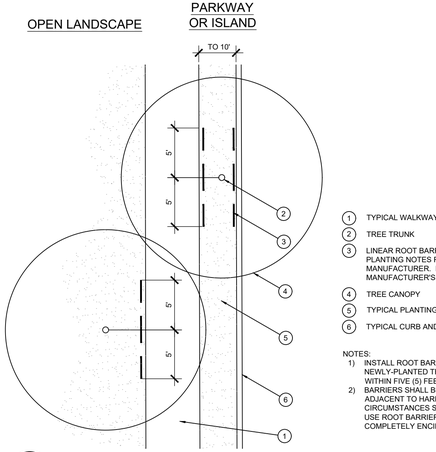
STAKING EXAMPLES (PLAN VIEW)



A TREE PLANTING
SCALE: NOT TO SCALE



1. SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3. FINISH GRADE.
4. ROOT BALL.
5. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6. UNDISTURBED NATIVE SOIL.
7. 3" HIGH EARTHEN WATERING BASIN.
8. WEED FABRIC UNDER MULCH.



1. CURB.
2. MULCH LAYER.
3. PLANT.
4. TURF (WHERE SHOWN ON PLAN).

E PLANTING AT PARKING AREA
SCALE: NOT TO SCALE

1. TYPICAL WALKWAY OR PAVING
2. TREE TRUNK
3. LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4. TREE CANOPY
5. TYPICAL PLANTING AREA
6. TYPICAL CURB AND GUTTER

NOTES:
1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS.
2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

F ROOT BARRIER - PLAN VIEW
SCALE: NOT TO SCALE

B SHRUB AND PERENNIAL PLANTING
SCALE: NTS

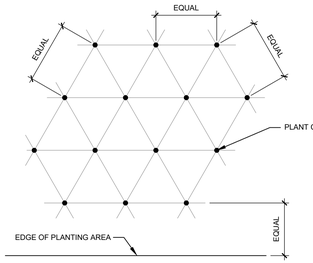
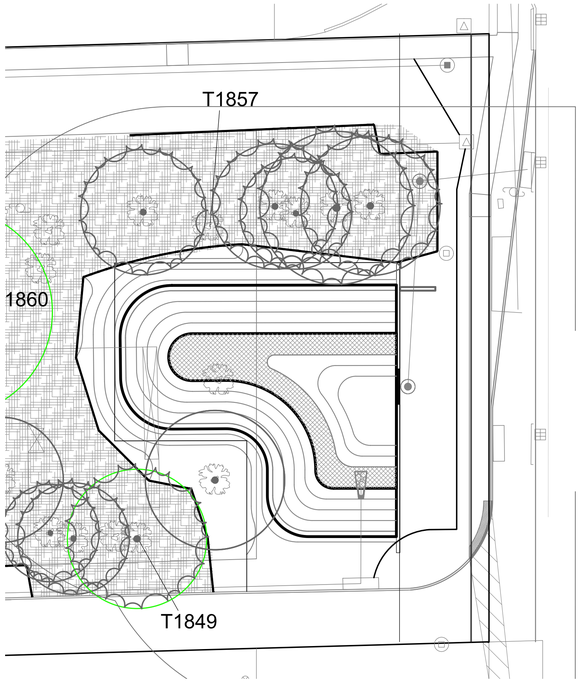

EQUAL
EQUAL
EQUAL
PLANT CENTER (TYP.)
EDGE OF PLANTING AREA

Exhibit D



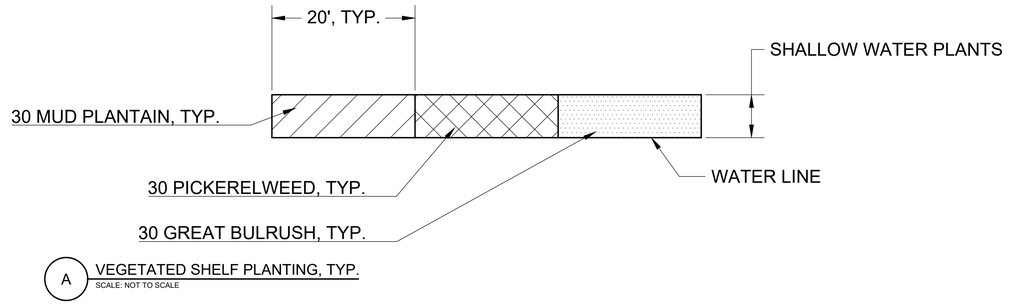
NORTH

0' 10' 20' 40'

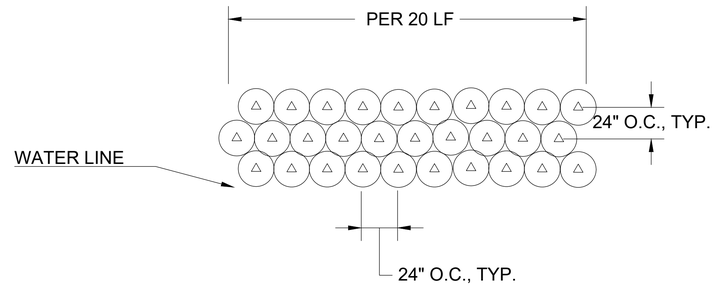
Scale 1" = 20'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

PLANT SCHEDULE							
SYMBOL	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	NOTES
	RETENTION POND PLANTS						
	AG	87	ALISMA SUBCORDATUM	MUD PLANTAIN	1 GAL.	24" O.C.	
	CT	87	PONTEDARIA CORDATA	PICKERELWEED	1 GAL	24" O.C.	
	DR	87	SCHOENOPLECTUS TABERNAEMONTANI	GREAT BULRUSH	1 GAL.	24" O.C.	



A VEGETATED SHELF PLANTING, TYP.
SCALE: NOT TO SCALE



B PLANT SPACING, TYP.
SCALE: NOT TO SCALE

LANDSCAPE CALCULATIONS

RETENTION POND PERIMETER TREES

RETENTION POND SURFACE AREA: 4,094 SF
TREES REQUIRED: 9 TREES (1 PER 500 SF)
TREES PROVIDED: 11 TREES (EXISTING TREE CREDITS)

NOTE: SEE SHEET td-3 FOR TREE CREDIT CALCULATION TABLE.

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REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
11/01/2023

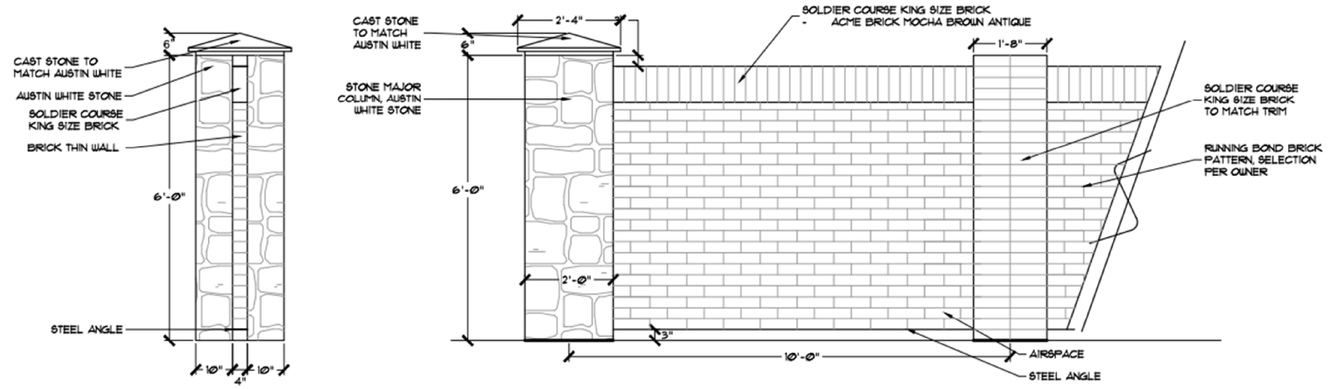
Project Name
3025 & 3031 Long Prairie Rd.
Flower Mound, TX 75022

RETENTION POND PLANTING PLAN

	Date	Comment
1	05/24/23	PLANNING SUBMITTAL
2	07/17/23	PLANNING SUBMITTAL #2
3	10/04/23	PLANNING SUBMITTAL #3
4	10/03/23	ECC HEARING
5	11/03/23	PLANNING SUBMITTAL #4

Project Number
Date 11/01/2023
Drawn By LC
Checked By LC/RM

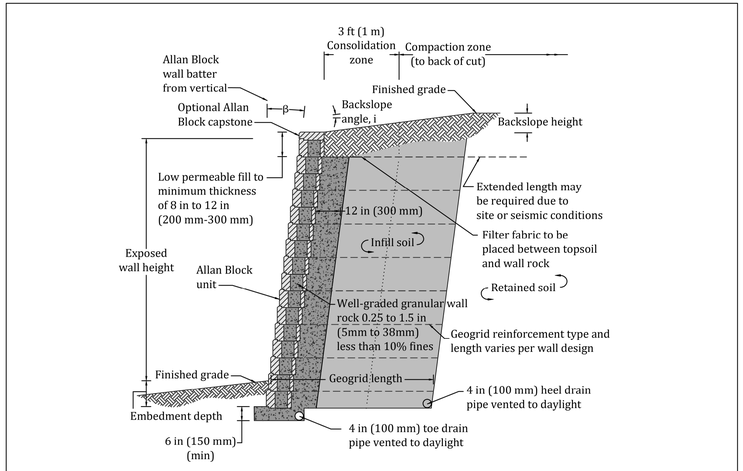
LP-3



** TYPICAL SCHEMATIC DETAIL. FINAL FOOTING, AND WALL DESIGN MUST BE SIGNED AND SEALED BY STRUCTURAL ENGINEER

NOTE: THE WALL IS INTENDED TO AESTHETICALLY MATCH THE WALL PROPOSED FOR THE NEIGHBORING PROJECT, TITLED EMBREE FM-2499 INFRASTRUCTURE. THE DETAIL FROM THAT PROJECT IS SHOWN HERE FOR REFERENCE.

A MASONRY WALL AT COMPATIBILITY BUFFER - CONCEPTUAL DETAIL
SCALE: NOT TO SCALE



Designed By:	Title: AB-02 TYPICAL REINFORCED GEOGRID WALL	Date:
Checked By:	The purpose of this drawing is for preliminary design only. This should not be used for final design or construction without the certification of a professional engineer registered in the state in which the wall will be built. The accuracy and use of details contained in this document are the sole responsibility of the user. The user must verify each detail for accuracy as they pertain to their particular project.	Project No:
Scale: Not to Scale	allanblock.com © 2021 Allan Block	Drawing No:

B MASONRY WALL AT POND - CONCEPTUAL DETAIL
SCALE: NOT TO SCALE

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REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
11/01/2023

Project Name
3025 & 3031 Long Prairie Rd.
Flower Mound, TX 75022

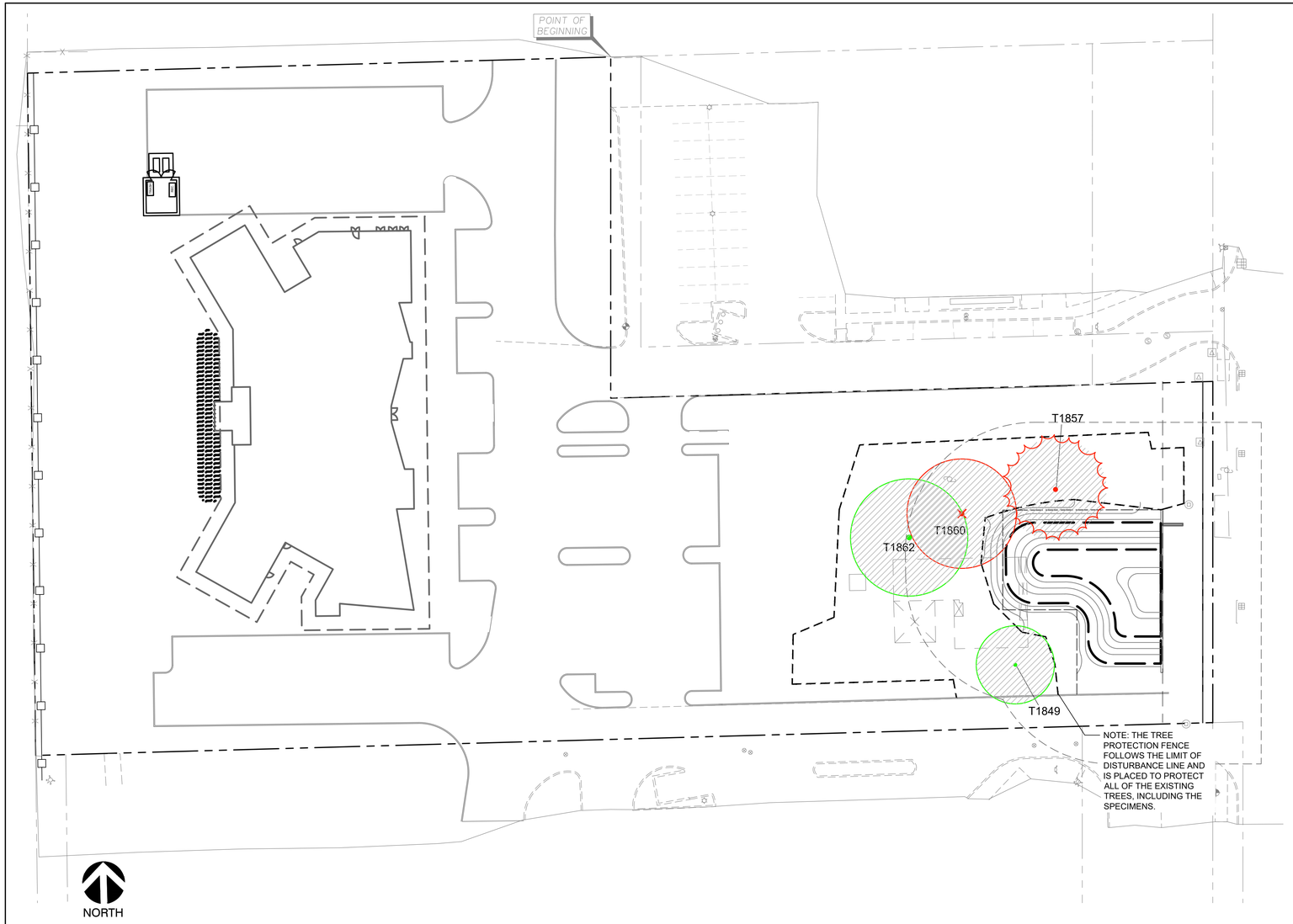
LANDSCAPE NOTES

	Date	Comment
1	05/24/23	PLANNING SUBMITTAL
2	07/17/23	PLANNING SUBMITTAL #2
3	10/04/23	PLANNING SUBMITTAL #3
4	10/03/23	ECC HEARING
5	11/03/23	PLANNING SUBMITTAL #4

Project Number	
Date	11/01/2023
Drawn By	LC
Checked By	LC/RM

LP-4

Exhibit D



SPECIMEN TREE INVENTORY

TREE NO.	BOTANICAL NAME	COMMON NAME	DBH (in.)	RADIAL	CANOPY SQ FT	CONDITION	STATUS	COMMENTS	DISPOSITION	REASON
1849	PINUS ELLIOTTII	SLASH PINE	25	22	1519.76	GOOD	SPECIMEN		PRESERVED	
1857	PINUS ELLIOTTII	SLASH PINE	25	20	1256	GOOD	SPECIMEN		REMOVED	PER CITY COMMENTS
1860	QUERCUS SHUMARDII	RED OAK	26	26	2122.64	GOOD	SPECIMEN		REMOVED	PER CITY COMMENTS
1862	QUERCUS SHUMARDII	RED OAK	31	31	3017.54	GOOD	SPECIMEN		PRESERVED	

LEGEND

XX INDICATES TREE OR PALM NUMBER

SPECIMEN TREES TO BE PROTECTED IN PLACE

XX INDICATES TREE OR PALM NUMBER

SPECIMEN TREE TO BE REMOVED

TREE PROTECTION FENCE

NOTE: TREE PROTECTION FOR ANY PRESERVED TREES MUST BE PROVIDED PER DETAILS AND SPECIFICATIONS ON SHEET TD-2. THESE MUST BE UP PRIOR TO THE COMMENCEMENT OF ANY WORK AND MAINTAINED THROUGHOUT CONSTRUCTION.

NOTE: ALL TREE TRIMMING MUST BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO COMMENCEMENT OF WORK. ALL TREE TRIMMING MUST BE DONE BY AN ISA CERTIFIED ARBORIST IN ACCORDANCE WITH LOCAL TREE PRESERVATION ORDINANCE.

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STATE OF TEXAS

11/01/2023

Project Name
3025 & 3031 Long Prairie Rd.
Flower Mound, TX 75022

SPECIMEN TREE DISPOSITION PLAN

	Date	Comment
1	05/24/23	PLANNING SUBMITTAL
2	07/17/23	PLANNING SUBMITTAL #2
3	10/04/23	PLANNING SUBMITTAL #3
4	10/03/23	ECC HEARING
5	11/03/23	PLANNING SUBMITTAL #4

Project Number	
Date	11/01/2023
Drawn By	LC
Checked By	LC/RM

TD-1

TREE PROTECTION SPECIFICATIONS

MATERIALS

1. FENCING: 6 FOOT HIGH CHAIN LINK FENCING.
2. POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL.

CONSTRUCTION METHODS

1. ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.
2. EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.
3. PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE CRITICAL ROOT ZONE (CRZ, EQUAL TO 1' FROM THE TRUNK FOR EVERY 1" OF DBH) AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST, AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION. TREES IN CLOSE PROXIMITY SHALL BE FENCED TOGETHER, RATHER THAN INDIVIDUALLY.
4. PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.
5. THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
6. THE INSTALLATION POSTS SHALL BE PLACED EVERY 6 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. CHAIN LINK SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE CHAIN LINK TO THE POSTS TO HOLD THE CHAIN LINK IN A STABLE AND UPRIGHT POSITION.
7. WITHIN THE CRZ:
   a. DO NOT CLEAR, FILL OR GRADE IN THE CRZ OF ANY TREE.
   b. DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
   c. DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE TREE CANOPY.
   d. DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY (SUCH AS PIPE CUTTING AND THREADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING).
   e. DO NOT NAIL OR ATTACH TEMPORARY SIGNS METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
   f. DO NOT PERMIT RUNOFF FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS (MC-30 OIL), ETC. TO ENTER THE CRZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE CRZ WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.
8. ROUTE UNDERGROUND UTILITIES TO AVOID THE CRZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.
9. WHERE EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.
10. THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES
11. REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
12. TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTION'S SATISFACTION.
13. ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
14. COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.
15. IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DUING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
16. WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
17. WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.
18. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.

TREE PROTECTION GENERAL NOTES

(A) PRIOR TO THE LAND CLEARING STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL CLEARLY MARK ALL PROTECTED TREES FOR WHICH A TREE REMOVAL PERMIT HAS NOT BEEN ISSUED AND SHALL ERECT BARRIERS FOR THE PROTECTION OF THE TREES ACCORDING TO THE FOLLOWING:
(1) AROUND AN AREA AT OR GREATER THAN A SIX-FOOT RADIUS OF ALL SPECIES OF MANGROVES AND PROTECTED CABBAGE PALMS;
(2) AROUND AN AREA AT OR GREATER THAN THE FULL DRIPLINE OF ALL PROTECTED NATIVE PINES;
(3) AROUND AN AREA AT OR GREATER THAN TWO-THIRDS OF THE DRIPLINE OF ALL OTHER PROTECTED SPECIES.

(B) NO PERSON SHALL ATTACH ANY SIGN, NOTICE OR OTHER OBJECT TO ANY PROTECTED TREE OR FASTEN ANY WIRES, CABLES, NAILS OR SCREWS TO ANY PROTECTED TREE IN ANY MANNER THAT COULD PROVE HARMFUL TO THE PROTECTED TREE, EXCEPT AS NECESSARY IN CONJUNCTION WITH ACTIVITIES IN THE PUBLIC INTEREST.

(C) DURING THE CONSTRUCTION STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OR ON THE NEARBY GROUND OF ANY TREE OR GROUP OF TREES WHICH IS TO BE PRESERVED. WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OF ANY TREE OR ON NEARBY GROUND, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT STORAGE OF BUILDING MATERIAL AND/OR EQUIPMENT, OR DISPOSAL OF WASTE MATERIAL SUCH AS PAINTS, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF THE TREE.

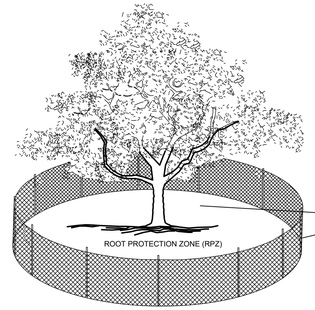
(D) NO PERSON SHALL PERMIT ANY UNNECESSARY FIRE OR BURNING WITHIN 30 FEET OF THE DRIPLINE OF A PROTECTED TREE.

(E) ANY LANDSCAPING ACTIVITIES WITHIN THE BARRIER AREA SHALL BE ACCOMPLISHED WITH HAND LABOR.

(F) PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY OR COMPLIANCE FOR ANY DEVELOPMENT, BUILDING OR STRUCTURE, ALL TREES DESIGNATED TO BE PRESERVED THAT WERE DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR WITH TREES OF EQUIVALENT DIAMETER AT BREAST HEIGHT TREE CALIPER AND OF THE SAME SPECIES AS SPECIFIED BY THE LOCAL ADMINISTRATOR, BEFORE OCCUPANCY OR USE, UNLESS APPROVAL FOR THEIR REMOVAL HAS BEEN GRANTED UNDER PERMIT.

(G) THE LOCAL ADMINISTRATOR MAY CONDUCT PERIODIC INSPECTIONS OF THE SITE DURING LAND CLEARANCE AND CONSTRUCTION.

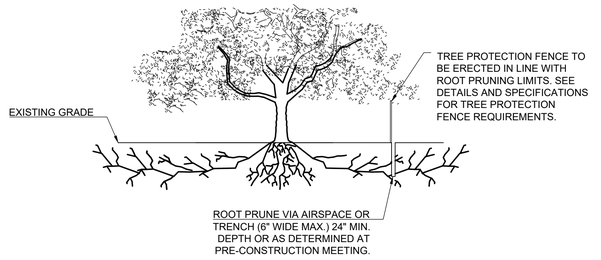
(H) IF, IN THE OPINION OF THE LOCAL ADMINISTRATOR, DEVELOPMENT ACTIVITIES WILL SO SEVERELY STRESS SLASH PINES OR ANY OTHER PROTECTED TREE SUCH THAT THEY ARE MADE SUSCEPTIBLE TO INSECT ATTACK, PREVENTATIVE SPRAYING OF THESE TREES BY THE CONTRACTOR MAY BE REQUIRED.



NOTES:
1. THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTINUOUS AROUND ALL TREES.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

A TREE PROTECTION FENCE
SCALE: NOT TO SCALE

NOTES
1. RETENTION AREAS WILL BE SET AS PART OF THE REVIEW PROCESS AND PRE-CONSTRUCTION MEETING.
2. BOUNDARIES OF RETENTION AREAS MUST BE STAKED AT THE PRE-CONSTRUCTION MEETING AND FLAGGED PRIOR TO ROOT PRUNING.
3. EXACT LOCATION OF ROOT PRUNING SHALL BE DETERMINED IN THE FIELD IN COORDINATION WITH THE FORESTRY INSPECTOR .
4. TRENCH SHOULD BE IMMEDIATELY BACKFILLED WITH EXCAVATED SOIL OR OTHER ORGANIC SOIL AS SPECIFIED PER PLAN OR BY THE FORESTRY INSPECTOR.
5. ROOTS SHALL BE CLEANLY CUT USING VIBRATORY KNIFE OR OTHER ACCEPTABLE EQUIPMENT. ROT PRUNING METHODS AND MEANS MUST BE IN ACCORDANCE WITH ANSI STANDARD A3000.
6. ALL PRUNING MUST BE EXECUTED AT LOD SHOWN ON PLANS OR AS AUTHORIZED IN WRITING BY THE FORESTRY INSPECTOR.
7. SUPPLEMENTAL WATERING MAY BE REQUIRED FOR ROOT PRUNED TREES THROUGHOUT THE GROWING SEASON DURING CONSTRUCTION AND SUBSEQUENT WARRANTY AND MAINTENANCE PERIOD.



B ROOT PRUNING DETAIL
SCALE: NOT TO SCALE

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
11/01/2023

Project Name
3025 & 3031 Long Prairie Rd.
Flower Mound, TX 75022

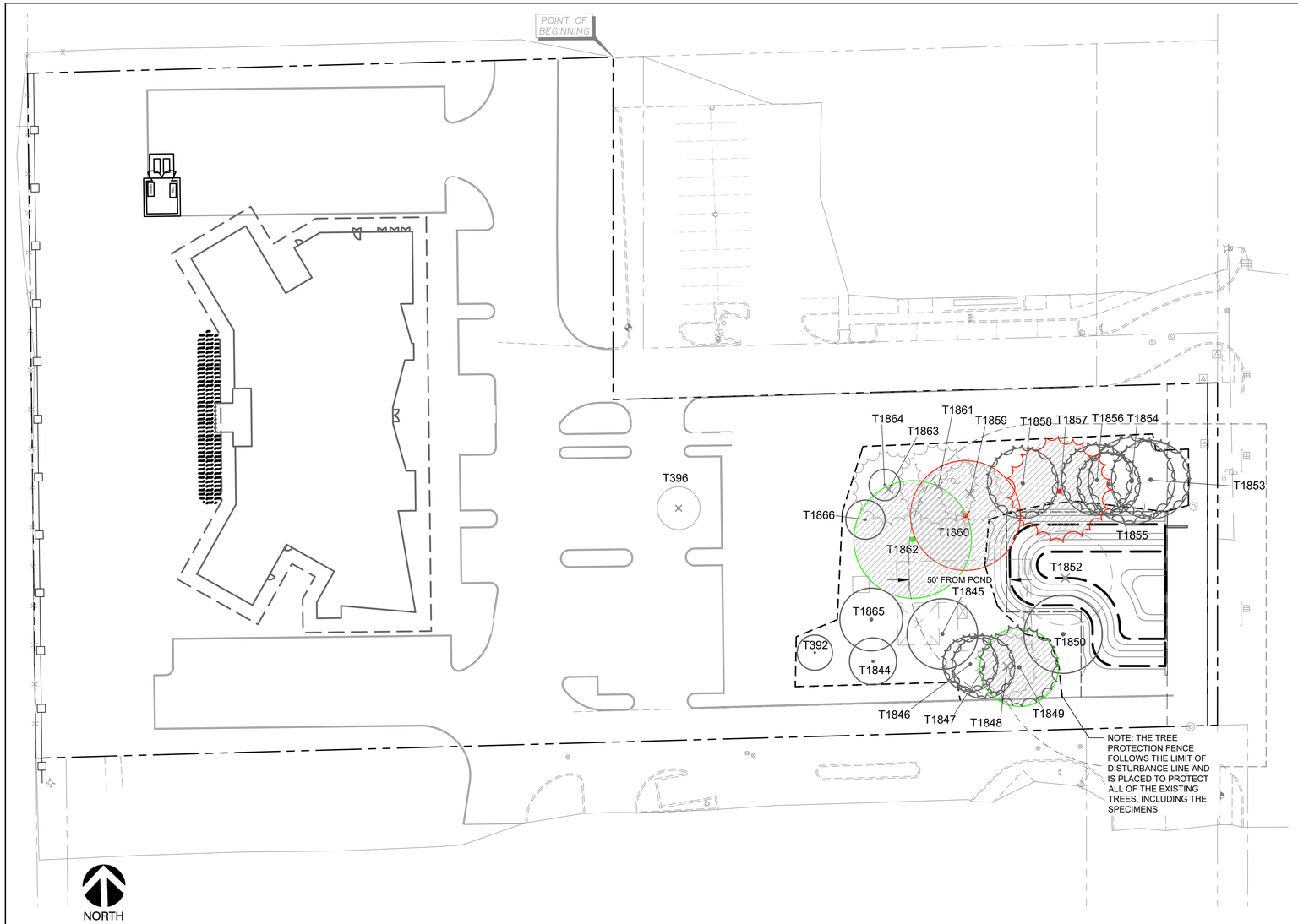
TREE DISPOSITION SPECS & DETAILS

	Date	Comment
1	05/24/23	PLANNING SUBMITTAL
2	07/17/23	PLANNING SUBMITTAL #2
3	10/04/23	PLANNING SUBMITTAL #3
4	10/03/23	ECC HEARING
5	11/03/23	PLANNING SUBMITTAL #4

Project Number	
Date	11/01/2023
Drawn By	LC
Checked By	LC/RM

TD-2

Exhibit D



TREE INVENTORY

TREE NO.	BOTANICAL NAME	COMMON NAME	DBH (in.)	RADIAL	CANOPY SQ FT	CONDITION	STATUS	COMMENTS	DISPOSITION	REASON
392	CARYA ILLINOINENSIS	PECAN	9	9	254.34	GOOD	PROTECTED		PRESERVED	
396	MELIA AZEDERACH	CHINABERRY	17	11	379.94	POOR	NOT PROTECTED	DECLINE, DEADWOOD	REMOVED	DECLINE
1844	CARYA ILLINOINENSIS	PECAN	14	9	254.34	GOOD	PROTECTED		PRESERVED	
1845	QUERCUS SHUMARDII	RED OAK	19	19	1133.54	FAIR	PROTECTED	DEADWOOD	PRESERVED	
1846	PINUS TAEDA	LOBLOLLY PINE	15	12	452.16	FAIR	PROTECTED	IRREGULAR CANOPY	PRESERVED	
1847	PINUS TAEDA	LOBLOLLY PINE	8	8	200.96	GOOD	PROTECTED		PRESERVED	
1848	DEAD	DEAD	DEAD	DEAD	DEAD	DEAD	NOT PROTECTED	DEAD	REMOVED	DEAD
1849	PINUS TAEDA	LOBLOLLY PINE	25	22	1519.76	GOOD	SPECIMEN		PRESERVED	
1850	CARYA ILLINOINENSIS	PECAN	20.5	20	1256	GOOD	PROTECTED		PRESERVED	
1852	CARYA ILLINOINENSIS	PECAN	28	22	1519.76	POOR	SPECIMEN	DECLINE, ROT	REMOVED	CONSTRUCTION
1853	PINUS TAEDA	LOBLOLLY PINE	20	16	803.84	GOOD	PROTECTED		PRESERVED	
1854	PINUS TAEDA	LOBLOLLY PINE	24	22	1519.76	GOOD	PROTECTED		PRESERVED	
1855	PINUS TAEDA	LOBLOLLY PINE	18	14	615.44	GOOD	PROTECTED		PRESERVED	
1856	PINUS TAEDA	LOBLOLLY PINE	20	16	803.84	GOOD	PROTECTED		PRESERVED	
1857	PINUS TAEDA	LOBLOLLY PINE	25	20	1256	GOOD	PROTECTED		REMOVED	PER CITY COMMENTS
1858	PINUS TAEDA	LOBLOLLY PINE	21	17	907.46	GOOD	PROTECTED		PRESERVED	
1859	DEAD	DEAD	DEAD	DEAD	DEAD	DEAD	DEAD		REMOVED	DEAD
1860	QUERCUS SHUMARDII	RED OAK	26	26	2122.64	GOOD	SPECIMEN		REMOVED	PER CITY COMMENTS
1861	DEAD	DEAD	DEAD	DEAD	DEAD	DEAD	NOT PROTECTED	DEAD	REMOVED	DEAD
1862	QUERCUS SHUMARDII	RED OAK	31	31	3017.54	GOOD	SPECIMEN		PRESERVED	
1863	DEAD	DEAD	DEAD	DEAD	DEAD	DEAD	NOT PROTECTED	DEAD	REMOVED	DEAD
1864	CELTIS SP.	HACKBERRY	9	8	200.96	FAIR	NOT PROTECTED	CROWDED	PRESERVED	NOT SHOWN ON PLAN
1865	CARYA ILLINOINENSIS	PECAN	17	15	706.5	GOOD	PROTECTED		PRESERVED	
1866A	CARYA ILLINOINENSIS	PECAN	11	10	314	GOOD	PROTECTED		PRESERVED	
1866B	CARYA ILLINOINENSIS	PECAN	7	5	78.5	GOOD	PROTECTED	UNDERDEVELOPED STEM	PRESERVED	

TREE CREDITS FOR RETENTION POND TREE REQUIREMENTS			
SIZE OF EXG TREES	QTY OF TREES	CREDITS PER TREE	TOTAL CREDITS
3"+ CALIPER	11	1	11

LEGEND

- XX INDICATES TREE OR PALM NUMBER — SPECIMEN TREES TO BE PROTECTED IN PLACE
- XX INDICATES TREE OR PALM NUMBER — SPECIMEN TREE TO BE REMOVED
- XX INDICATES TREE OR PALM NUMBER — EXISTING (NON-SPECIMEN) TREES TO BE PROTECTED IN PLACE
- TREE PROTECTION FENCE

NOTE: TREE PROTECTION FOR ANY PRESERVED TREES MUST BE PROVIDED PER DETAILS AND SPECIFICATIONS ON SHEET TD-2. THESE MUST BE UP PRIOR TO THE COMMENCEMENT OF ANY WORK AND MAINTAINED THROUGHOUT CONSTRUCTION.

NOTE: THIS PLAN IS INTENDED ONLY TO DETERMINE EXISTING TREE CREDITS FOR THE RETENTION POND TREE REQUIREMENTS. IT IS NOT INTENDED TO BE REVIEWED AS PART OF THE SPECIMEN TREE DISPOSITION PLAN.

NOTE: ALL TREE TRIMMING MUST BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO COMMENCEMENT OF WORK. ALL TREE TRIMMING MUST BE DONE BY AN ISA CERTIFIED ARBORIST IN ACCORDANCE WITH LOCAL TREE PRESERVATION ORDINANCE.

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
11/01/2023

Project Name
3025 & 3031 Long Prairie Rd.
Flower Mound, TX 75022

EXISTING TREE CREDIT DOCUMENTATION PLAN

	Date	Comment
1	05/24/23	PLANNING SUBMITTAL
2	07/17/23	PLANNING SUBMITTAL #2
3	10/04/23	PLANNING SUBMITTAL #3
4	10/03/23	ECC HEARING
5	11/03/23	PLANNING SUBMITTAL #4

Project Number	
Date	11/01/2023
Drawn By	LC
Checked By	LC/RM

TD-3

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infous@kapplergroup.com

	Revisions:	
No.	Description	Date

ALL WORK SHALL CONFORM TO:

-ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS

3025 & 3031 Long Prairie Rd,
Flower Mound, TX 75022

Date: 10/6/23

EX - 1

Exterior renderings

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	Revisions:	
No.	Description	Date

Exhibit E

ELEVATION LEGEND

6" Split Limestone -Veneer out of cement stone - Cream color
By: coronado
https://coronado.com/6insplitlimestone/

Dark Gray- Anodized aluminum (Assembly per manufacture)
By: **Dri-design**

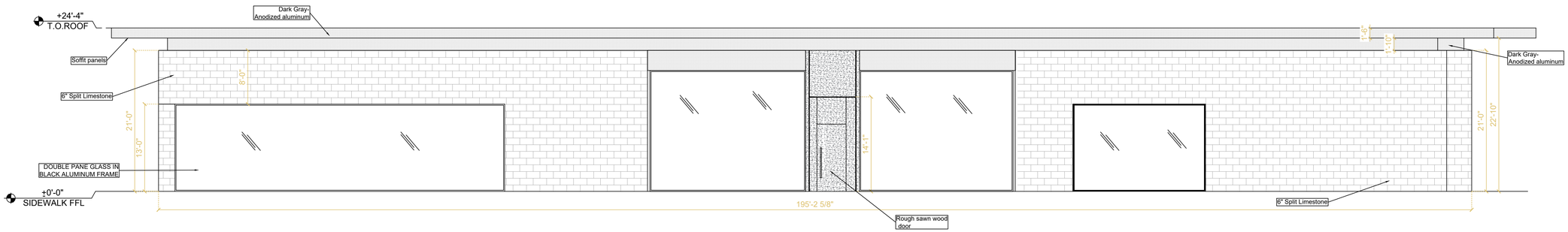
Soffit panels. Woodec Turner Oak Amber
https://facilfacades.com/products/plane/
smooth flat aluminum slats

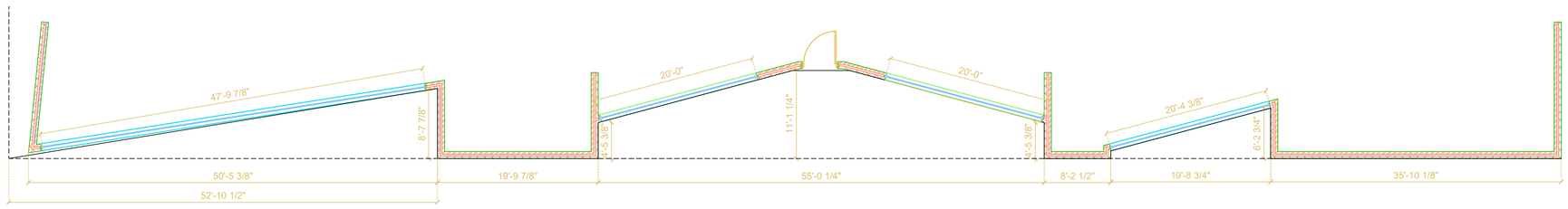
DOUBLE PANE GLASS IN BLACK ALUMINUM FRAME PER SPEC.
Individual windows shall be single hung, double hung, or fixed clear glass.

Rough sawn wood
Masonite products as a finished material is not allowed.

GENERAL NOTES

- ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.
- All doors shall be wood or steel
- Enclosure gates shall be constructed of sheet metal with steel frame and painted in beige.





Proposed Conceptual East Elevation
Scale: 1/8" = 1'-0"

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3025 & 3031 Long Prairie Rd,
Flower Mound, TX 75022

Date: 10/6/23

EX - 3

Proposed Conceptual East Elevation

Exhibit E

ELEVATION LEGEND

6" Split Limestone -Veneer out of cement stone - Cream color
By: coronado
https://coronado.com/6insplitlimestone/

Dark Gray- Anodized aluminum
(Assembly per manufacture)
By: **Dri-design**

Soffit panels. Woodec Turner Oak Amber
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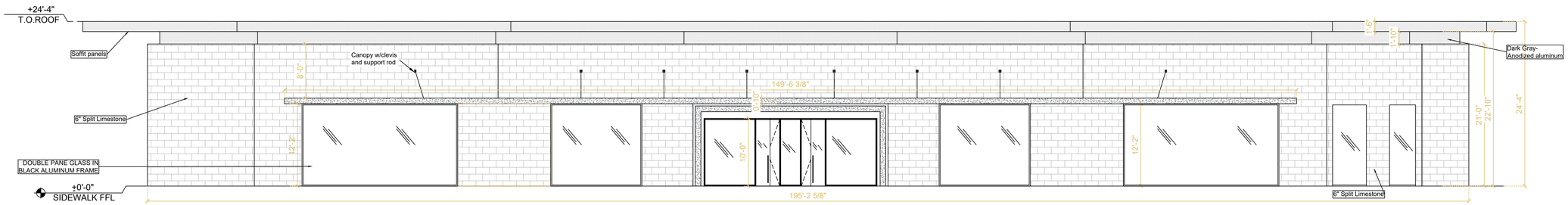

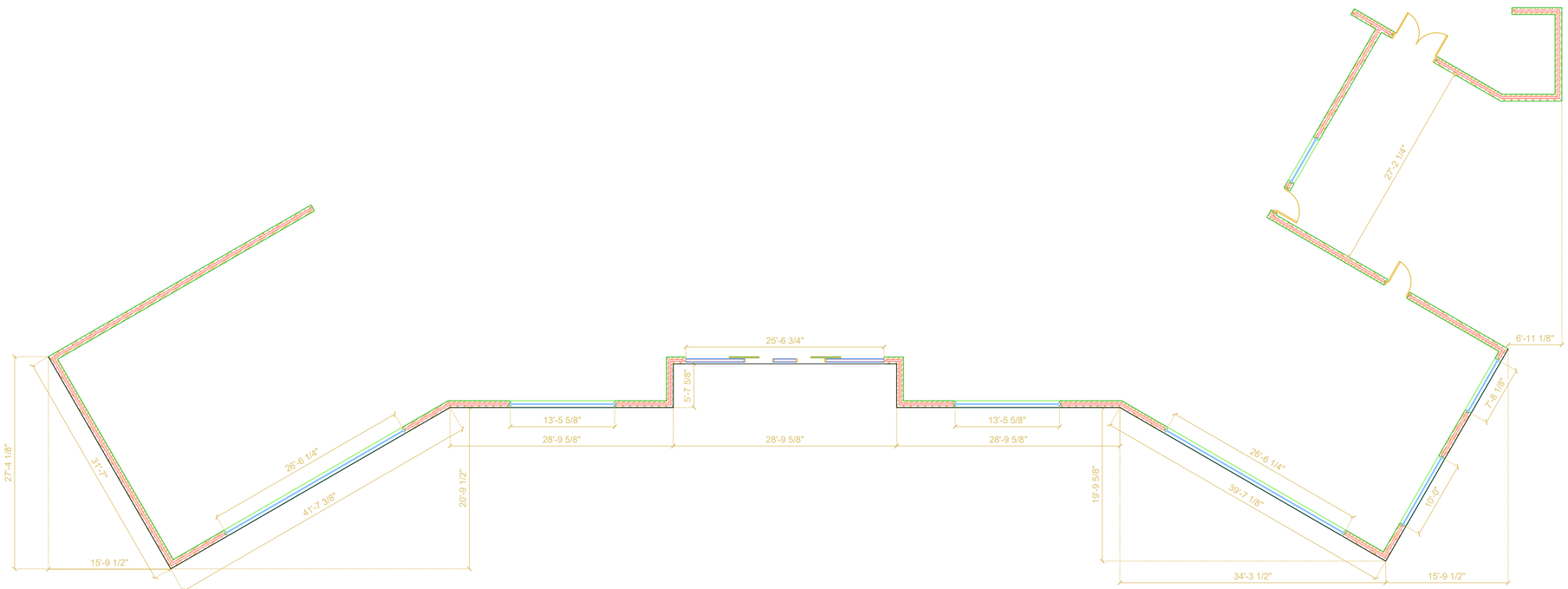

Proposed Conceptual West Elevation
Scale: 1/8" = 1'-0"

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Revisions:

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3025 & 3031 Long Prairie Rd,
Flower Mound, TX 75022

Date: 10/6/23

EX - 4

Proposed Conceptual West Elevation

Exhibit E

ELEVATION LEGEND

6" Split Limestone -Veneer out of cement stone - Cream color
By: coronado
https://coronado.com/6insplitlimestone/

Dark Gray- Anodized aluminum (Assembly per manufacture)
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Soffit panels. Woodec Turner Oak Amber
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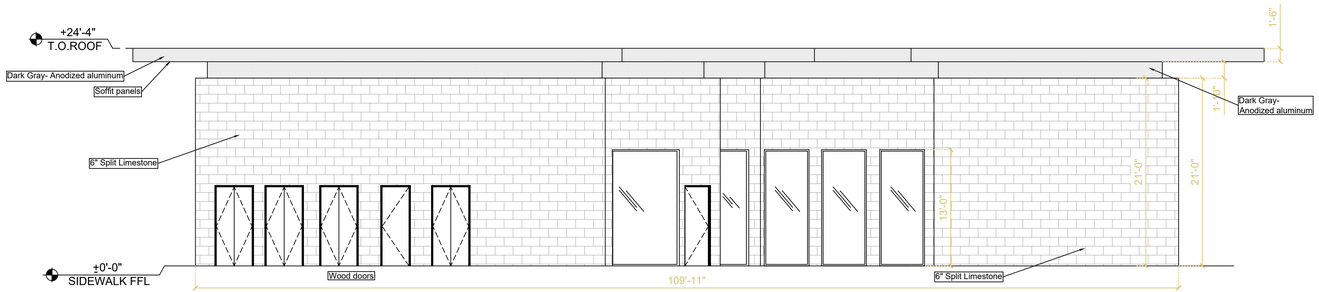
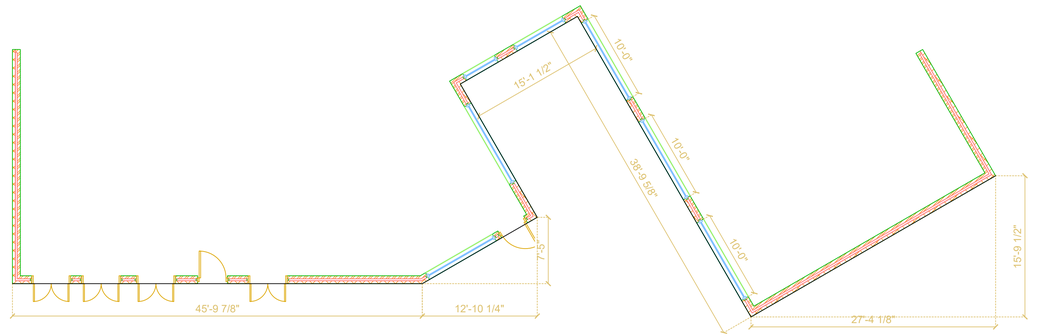
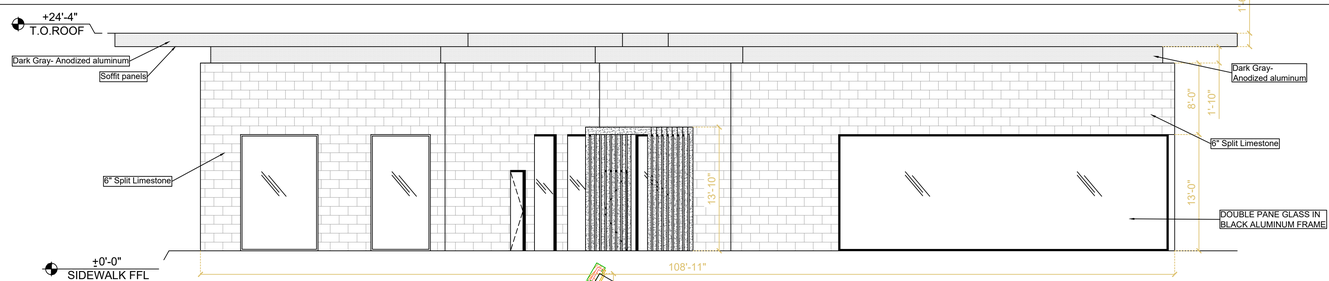
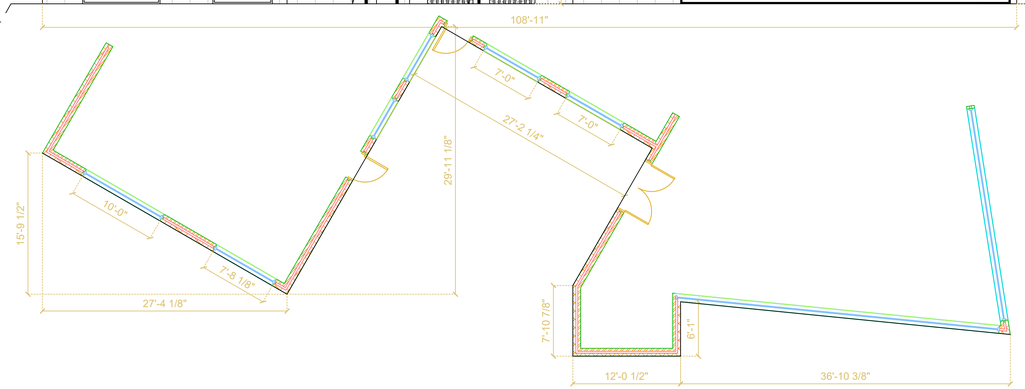




Proposed Conceptual North Elevation
Scale: 1/8" = 1'-0"





Proposed Conceptual South Elevation
Scale: 1/8" = 1'-0"

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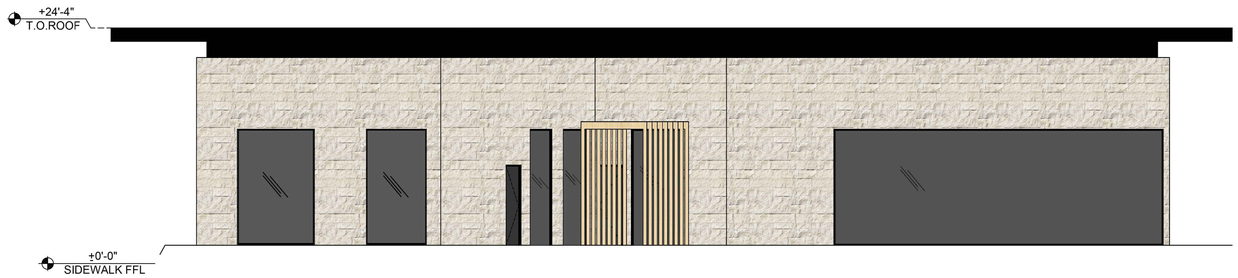
Revisions:

No.	Description	Date

Proposed West Elevation

Proposed East Elevation

Proposed North Elevation



Proposed South Elevation

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3025 & 3031 Long Prairie Rd,
Flower Mound, TX 75022

Date: 10/6/23

EX - 6

Proposed Conceptual Colored Elevations

Façade Calculations Titensur		North	South	East	West
1	Total Façade S.F.	3725	3975	5004	5529
2	Façade S.F. (exclusive of doors an windows)	2713	2968	3354	4119
3	Doors and Windows S.F.	1012	1007	1650	1410
4	**Primary Masonry Totals (Min. 85%)**	**2413 S.F. 89%**	**2648 S.F. 89%**	**2874 S.F. 86%**	**3503 S.F. 85%**
	Brick S.F.				
	Stone S.F.	2413	2648	2874	3503
	Stucco S.F.				
	Tilt Wall S.F.				
5	**Secondary Totals**			**480**	**616**
	Anodized Aluminum S.F.	300	320	360	450
	Rough sawn wood S.F.			120	166
	Detail any Additional				

Exterior Finishes calculations

The elevations must be in substantial compliance with the conceptual elevations

ELEVATION LEGEND

6" Split Limestone -Veneer out of cement stone - Cream color
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Dark Gray- Anodized aluminum (Assembly per manufacture)
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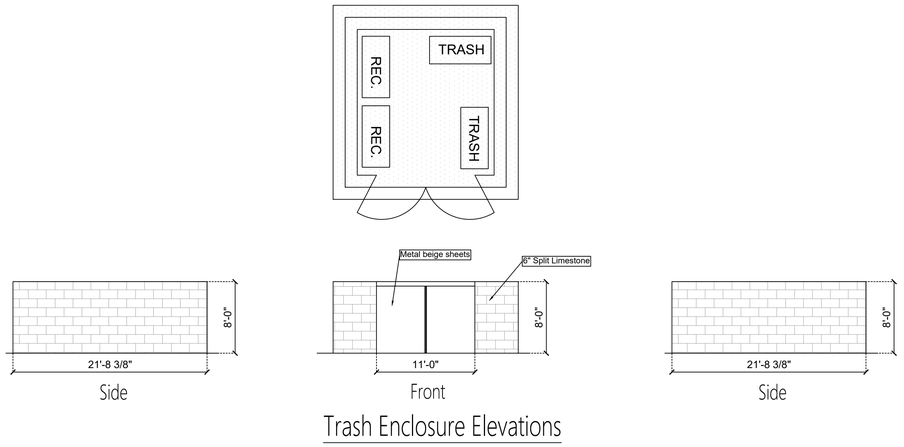

Trash Enclosure Elevations

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	Revisions:	
No.	Description	Date

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

DATE: December 18, 2023
FROM: James Hoefert, Environmental Review Analyst
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP23-0018) for two (2) specimen trees on property proposed for development as Titensor Dental. The property is generally located west of Long Prairie Road and north of Bob White Lane. (The Environmental Conservation Commission recommended approval of both specimen trees proposed for removal by a vote of 6-0-0 at its October 3, 2023, meeting.)**

BACKGROUND: The Titensor Dental development consists of approximately 3.422 acres and is generally located west of Long Prairie Road and north of Bob White Lane. The site is zoned for Office District (O) and Retail District-1 (R1) uses and master planned for office and retail as part of Planned Development 64 (PD-64). The applicant is requesting to amend the Development Standards for PD-64. According to the tree survey for the project, the site contains four (4) specimen trees. The applicant is requesting to remove two (2) specimen trees from the site to build a medical office building. The specimen trees proposed for removal (Tree #1857 – 25" slash pine and Tree #1860 – 26" shumard red oak) are in good condition and located within the proposed buildable area.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 102" of replacement trees, equaling 34 three-inch caliper trees, will be required for the two (2) specimen trees being requested for removal on this site. In addition, protected trees removed will also require replacement at a tree-for-tree rate. The developer is proposing to preserve existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees. Tree mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its October 3, 2023, meeting. The ECC recommended approval of both specimen trees proposed for removal. The ECC meeting can be viewed at: https://flowermoundtx.new.swagit.com/videos/273157

As of December 8, 2023, staff has not received feedback related to this item.

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. Photographs of trees
4. Tree Survey

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

LETTER OF INTENT – TREE REMOVAL
September 28, 2023

ATTN: James Hoefert
Town of Flower Mound,
2121 Cross Timber Road
Flower Mound, Texas 75028

Subject: Tree removal application for Titensor Dental in the J. Wizwell Survey abstract No. 11346 in Flower Mound.

Dear Mr. Hoefert,
This letter of intent is to inform the Environmental Conservation Commission (ECC) of the Town of Flower Mound of our submittal of a tree application to remove 2 (two) trees on the subject property.

Site Data:
a) Existing Zoning District: Remainder of PD-64 with underlying Office District (O)
b) Development Plan Acreage: 149,076 SF or 3.422 acres
c) Proposed Use: Medical office
d) Proposed Building Area: 15,426 SF
e) Specimen trees 1857 and 1860 are being removed per staff suggestion due to expected effects of grading in the root zone.

The trees need to be removed to accommodate stormwater management for the project. The trees are at high risk due to grading within the root zones.

We believe the development will be a great addition to the Town of Flower Mound for an existing business to relocate to. Should you have any questions, please feel free to contact us.

Sincerely,

Tim Shoemaker, Principal
RTM Engineering Consultants, LLC

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:
Lisa Cutshaw

Address:
1213 Roaring Fork Rd., Mars Hill NC 28754

Phone:
828.378.4791

Applicant's Legal Interest in the Property:
I am the landscape architect assisting with the design of the project.

2. Property Owner(s)

Name(s): Dr. Brett Titensor
Address: 1901 Long Prairie Road #320

3. Location and Legal Description of Property:
See attached legal description

4. Owner's Authorization of Representation

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

Signature of Owner

AMERICA LIZETTE MOSQUEDA PEREZ
Notary ID #133490970
My Commission Expires
December 15, 2025

Given Under My Hand and Seal of Office
This the 29th Day of SEPT, 2023

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 Lisa Cutshaw, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Signature of Applicant

Landscape Architect License No. 3770
State of Licensure Texas
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____

Eric Rice
NOTARY PUBLIC
Buncombe County
North Carolina
Comm. Exp. 7/25/2026

Given Under My Hand and Seal of Office
This the 25 Day of August, 2023

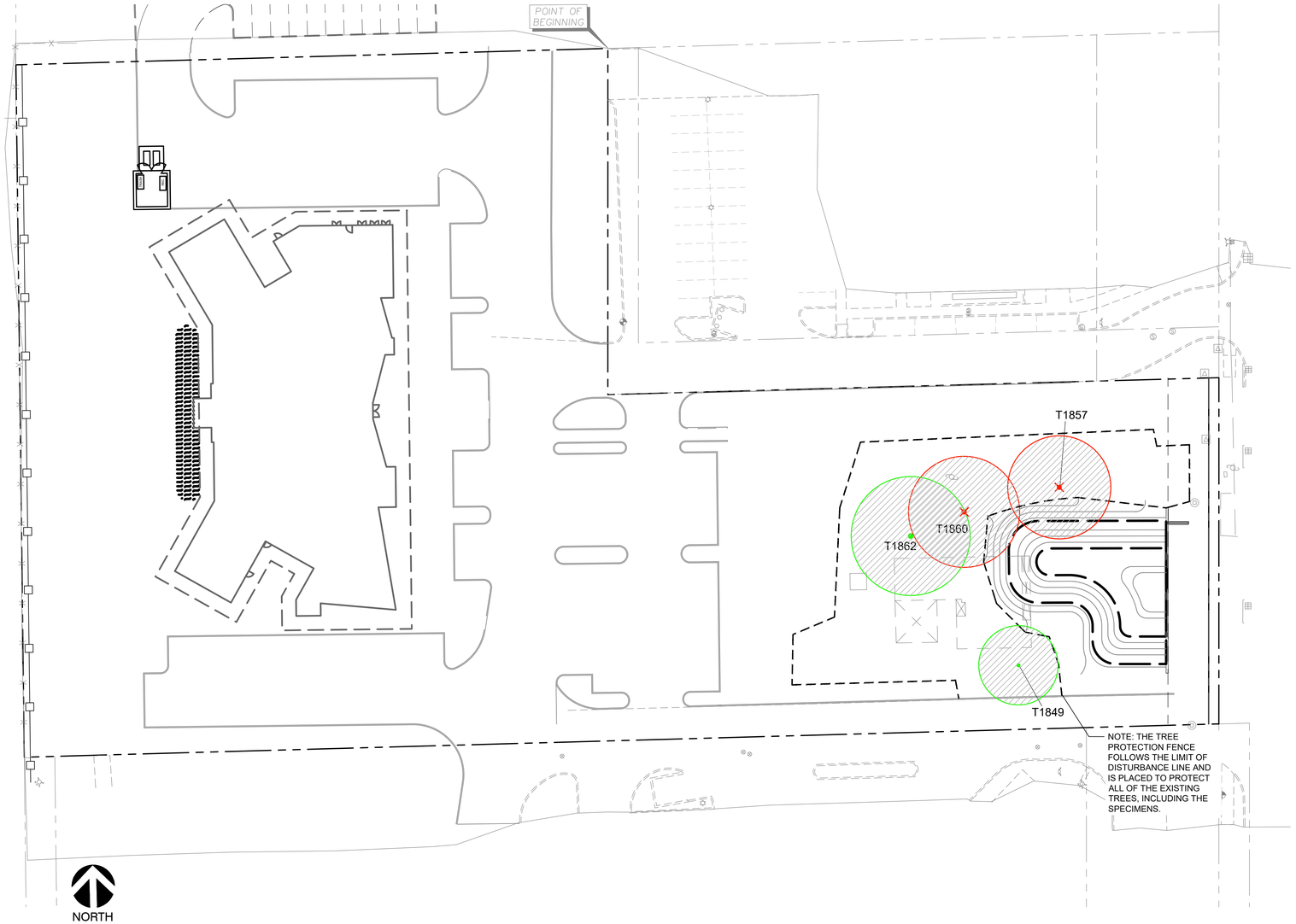
Notary Public
In and For ~~Denton~~ Buncombe County, ~~Texas~~ North Carolina

6. Received by Town of Flower Mound on (Date) 8/30/2023 by (initials) JRH.

Titensor Dental -
Specimen trees proposed for removal

Tree #1857 – 25” slash pine

Tree #1860 – 26” red oak



SPECIMEN TREE INVENTORY

TREE NO.	BOTANICAL NAME	COMMON NAME	DBH (in.)	RADIAL	CANOPY SQ FT	CONDITION	STATUS	COMMENTS	DISPOSITION	REASON
1849	PINUS ELLIOTTII	SLASH PINE	25	22	1519.76	GOOD	SPECIMEN		PRESERVED	
1857	PINUS ELLIOTTII	SLASH PINE	25	20	1256	GOOD	SPECIMEN		REMOVED	PER CITY COMMENTS
1860	QUERCUS SHUMARDII	RED OAK	26	26	2122.64	GOOD	SPECIMEN		REMOVED	PER CITY COMMENTS
1862	QUERCUS SHUMARDII	RED OAK	31	31	3017.54	GOOD	SPECIMEN		PRESERVED	

LEGEND

XX INDICATES TREE OR PALM NUMBER

SPECIMEN TREES TO BE PROTECTED IN PLACE

XX INDICATES TREE OR PALM NUMBER

SPECIMEN TREE TO BE REMOVED

TREE PROTECTION FENCE

NOTE: TREE PROTECTION FOR ANY PRESERVED TREES MUST BE PROVIDED PER DETAILS AND SPECIFICATIONS ON SHEET TD-2. THESE MUST BE UP PRIOR TO THE COMMENCEMENT OF ANY WORK AND MAINTAINED THROUGHOUT CONSTRUCTION.

NOTE: ALL TREE TRIMMING MUST BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO COMMENCEMENT OF WORK. ALL TREE TRIMMING MUST BE DONE BY AN ISA CERTIFIED ARBORIST IN ACCORDANCE WITH LOCAL TREE PRESERVATION ORDINANCE.

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS

09/07/2023

Project Name
3025 & 3031 Long Prairie Rd.
Flower Mound, TX 75022

SPECIMEN TREE DISPOSITION PLAN

	Date	Comment
1	05/24/23	PLANNING SUBMITTAL
2	07/17/23	PLANNING SUBMITTAL #2
3	08/29/23	PLANNING SUBMITTAL #3
4	09/07/23	PLANNING SUBMITTAL #4

Project Number	
Date	09/07/2023
Drawn By	LC
Checked By	LC/RM

TD-1

TREE PROTECTION SPECIFICATIONS

MATERIALS

1. FENCING: 6 FOOT HIGH CHAIN LINK FENCING.
2. POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL.

CONSTRUCTION METHODS

1. ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.
2. EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.
3. PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE CRITICAL ROOT ZONE (CRZ, EQUAL TO 1' FROM THE TRUNK FOR EVERY 1" OF DBH) AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST, AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION. TREES IN CLOSE PROXIMITY SHALL BE FENCED TOGETHER, RATHER THAN INDIVIDUALLY.
4. PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.
5. THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
6. THE INSTALLATION POSTS SHALL BE PLACED EVERY 6 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. CHAIN LINK SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE CHAIN LINK TO THE POSTS TO HOLD THE CHAIN LINK IN A STABLE AND UPRIGHT POSITION.
7. WITHIN THE CRZ:
   a. DO NOT CLEAR, FILL OR GRADE IN THE CRZ OF ANY TREE.
   b. DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
   c. DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE TREE CANOPY.
   d. DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY (SUCH AS PIPE CUTTING AND THREADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING).
   e. DO NOT NAIL OR ATTACH TEMPORARY SIGNS METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
   f. DO NOT PERMIT RUNOFF FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS (MC-30 OIL), ETC. TO ENTER THE CRZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE CRZ WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.
8. ROUTE UNDERGROUND UTILITIES TO AVOID THE CRZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.
9. WHERE EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.
10. THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES
11. REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
12. TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTION'S SATISFACTION.
13. ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
14. COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.
15. IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DUING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
16. WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
17. WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.
18. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.

TREE PROTECTION GENERAL NOTES

(A) PRIOR TO THE LAND CLEARING STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL CLEARLY MARK ALL PROTECTED TREES FOR WHICH A TREE REMOVAL PERMIT HAS NOT BEEN ISSUED AND SHALL ERECT BARRIERS FOR THE PROTECTION OF THE TREES ACCORDING TO THE FOLLOWING:
(1) AROUND AN AREA AT OR GREATER THAN A SIX-FOOT RADIUS OF ALL SPECIES OF MANGROVES AND PROTECTED CABBAGE PALMS;
(2) AROUND AN AREA AT OR GREATER THAN THE FULL DRIPLINE OF ALL PROTECTED NATIVE PINES;
(3) AROUND AN AREA AT OR GREATER THAN TWO-THIRDS OF THE DRIPLINE OF ALL OTHER PROTECTED SPECIES.

(B) NO PERSON SHALL ATTACH ANY SIGN, NOTICE OR OTHER OBJECT TO ANY PROTECTED TREE OR FASTEN ANY WIRES, CABLES, NAILS OR SCREWS TO ANY PROTECTED TREE IN ANY MANNER THAT COULD PROVE HARMFUL TO THE PROTECTED TREE, EXCEPT AS NECESSARY IN CONJUNCTION WITH ACTIVITIES IN THE PUBLIC INTEREST.

(C) DURING THE CONSTRUCTION STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OR ON THE NEARBY GROUND OF ANY TREE OR GROUP OF TREES WHICH IS TO BE PRESERVED. WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OF ANY TREE OR ON NEARBY GROUND, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT STORAGE OF BUILDING MATERIAL AND/OR EQUIPMENT, OR DISPOSAL OF WASTE MATERIAL SUCH AS PAINTS, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF THE TREE.

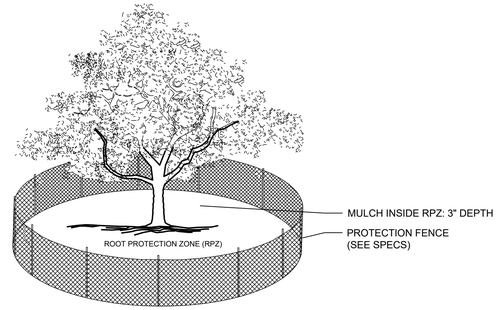
(D) NO PERSON SHALL PERMIT ANY UNNECESSARY FIRE OR BURNING WITHIN 30 FEET OF THE DRIPLINE OF A PROTECTED TREE.

(E) ANY LANDSCAPING ACTIVITIES WITHIN THE BARRIER AREA SHALL BE ACCOMPLISHED WITH HAND LABOR.

(F) PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY OR COMPLIANCE FOR ANY DEVELOPMENT, BUILDING OR STRUCTURE, ALL TREES DESIGNATED TO BE PRESERVED THAT WERE DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR WITH TREES OF EQUIVALENT DIAMETER AT BREAST HEIGHT TREE CALIPER AND OF THE SAME SPECIES AS SPECIFIED BY THE LOCAL ADMINISTRATOR, BEFORE OCCUPANCY OR USE, UNLESS APPROVAL FOR THEIR REMOVAL HAS BEEN GRANTED UNDER PERMIT.

(G) THE LOCAL ADMINISTRATOR MAY CONDUCT PERIODIC INSPECTIONS OF THE SITE DURING LAND CLEARANCE AND CONSTRUCTION.

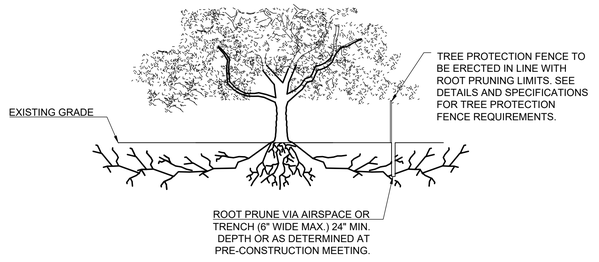
(H) IF, IN THE OPINION OF THE LOCAL ADMINISTRATOR, DEVELOPMENT ACTIVITIES WILL SO SEVERELY STRESS SLASH PINES OR ANY OTHER PROTECTED TREE SUCH THAT THEY ARE MADE SUSCEPTIBLE TO INSECT ATTACK, PREVENTATIVE SPRAYING OF THESE TREES BY THE CONTRACTOR MAY BE REQUIRED.



NOTES:
1. THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTINUOUS AROUND ALL TREES.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

A TREE PROTECTION FENCE
SCALE: NOT TO SCALE

NOTES
1. RETENTION AREAS WILL BE SET AS PART OF THE REVIEW PROCESS AND PRE-CONSTRUCTION MEETING.
2. BOUNDARIES OF RETENTION AREAS MUST BE STAKED AT THE PRE-CONSTRUCTION MEETING AND FLAGGED PRIOR TO ROOT PRUNING.
3. EXACT LOCATION OF ROOT PRUNING SHALL BE DETERMINED IN THE FIELD IN COORDINATION WITH THE FORESTRY INSPECTOR .
4. TRENCH SHOULD BE IMMEDIATELY BACKFILLED WITH EXCAVATED SOIL OR OTHER ORGANIC SOIL AS SPECIFIED PER PLAN OR BY THE FORESTRY INSPECTOR.
5. ROOTS SHALL BE CLEANLY CUT USING VIBRATORY KNIFE OR OTHER ACCEPTABLE EQUIPMENT. ROT PRUNING METHODS AND MEANS MUST BE IN ACCORDANCE WITH ANSI STANDARD A3000.
6. ALL PRUNING MUST BE EXECUTED AT LOD SHOWN ON PLANS OR AS AUTHORIZED IN WRITING BY THE FORESTRY INSPECTOR.
7. SUPPLEMENTAL WATERING MAY BE REQUIRED FOR ROOT PRUNED TREES THROUGHOUT THE GROWING SEASON DURING CONSTRUCTION AND SUBSEQUENT WARRANTY AND MAINTENANCE PERIOD.



B ROOT PRUNING DETAIL
SCALE: NOT TO SCALE

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS

09/07/2023

Project Name
3025 & 3031 Long Prairie Rd.
Flower Mound, TX 75022

TREE DISPOSITION SPECS & DETAILS

	Date	Comment
1	05/24/23	PLANNING SUBMITTAL
2	07/17/23	PLANNING SUBMITTAL #2
3	08/29/23	PLANNING SUBMITTAL #3
4	09/07/23	PLANNING SUBMITTAL #4

Project Number	
Date	09/07/2023
Drawn By	LC
Checked By	LC/RM

TD-2

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

DATE: December 18, 2023
FROM: Claire Barnes, Planner
ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD23-0008- Robertson's Creek Addition Lot 4ARA, Block A Signage Amendment) to amend Planned Development District-95 (PD-95) with Retail District-2 uses by amending the comprehensive sign standards of PD-95 to allow additional signage for Lot 4ARA, Block A. The property is generally located south of Dixon Lane and west of Long Prairie Road at 5891 Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its December 11, 2023, meeting.)**

BACKGROUND:

- Lot Size – Approximately 0.87 acres
- Zoning – PD-95 with Retail District-2 uses.
- SMARTGrowth – N/A
- Request – The purpose of the request is to obtain approval of a Comprehensive Sign Package (CSP) to allow two wall signs on the rear façade of the building.
- Incentives – None requested
- Planning and Zoning Commission Staff Report Link

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its December 11, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

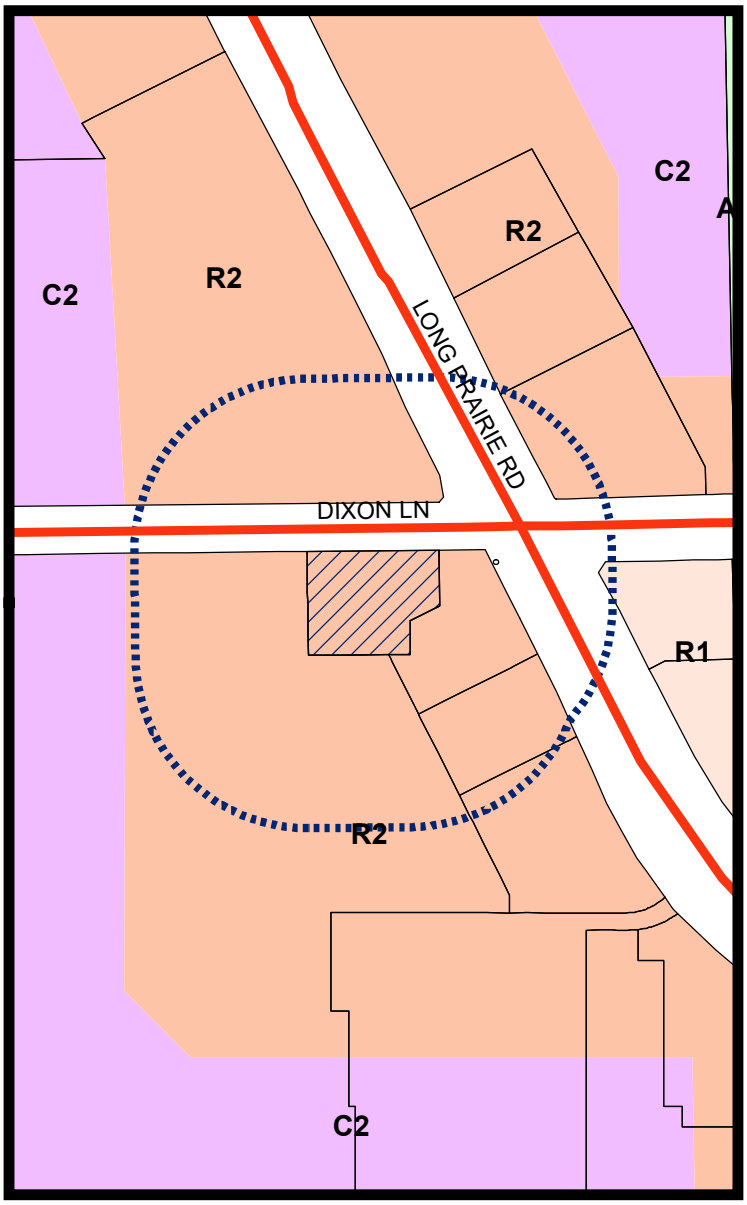
LEGAL REVIEW: Rachel Raggio, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:
1. Map - Zoning & Aerial
2. DRAFT Ordinance
3. Exhibits A-B

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

Vicinity Map

ZPD23-0008: Robertson's Creek Lot 4ARA Signs

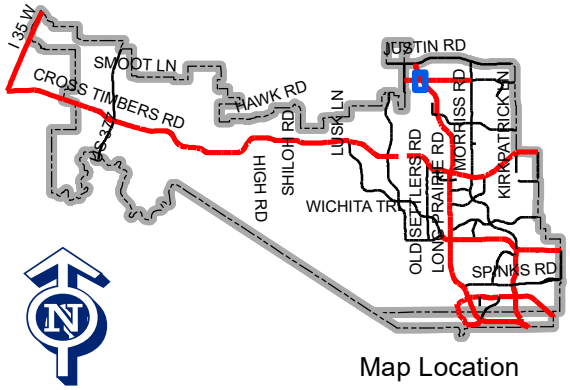


LEGEND

Commercial 2 | Retail 1 | Retail 2

Subject Property

200 ft Notification Buffer around Property



Map Location

0 250 500 1,000 Feet

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.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 22-06 AND 10-09, WHICH ESTABLISHED AND AMENDED PLANNED DEVELOPMENT DISTRICT NO. 95 (PD-95) FOR R-2 RETAIL DISTRICT-2 USES AND C-2 COMMERCIAL DISTRICT-2 USES ON CERTAIN PROPERTY DESCRIBED AS THE ROBERTSON'S CREEK PLANNED DEVELOPMENT, BY AMENDING EXHIBIT "C," "DEVELOPMENT STANDARDS," TO CREATE SIGN REGULATIONS FOR A PORTION OF THE ROBERTSON'S CREEK PLANNED DEVELOPMENT DESCRIBED AS LOT 4ARA, BLOCK A OF THE ROBERTSON'S CREEK ADDITION; BY ADDING EXHIBIT "I," "LOT 4ARA SIGN PACKAGE"; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, 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 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 0.8662 acres of land and being all of Lot 4ARA, Block A of the Robertson's Creek Addition, a lot within the Robertson's Creek Planned Development, have filed an application for a Zoning Planned Development amendment to amend Ordinance Nos. 22-06 and 10-09 for Planned Development District No. 95 (PD-95) by amending the design standards for signage and adding a new Exhibit "I" to provide a sign package; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on December 11, 2023, and the Town Council of the Town held a public hearing on December 18, 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 Nos. 22-06 and 10-09 for Planned Development District No. 95 (PD-95) 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:

Approximately 0.8662 acres of land and being Lot 4ARA, Block A of the Robertson's Creek Addition, Denton County, Texas.

Subparagraph 3, regulating outdoor display elevations, of Paragraph C, "Miscellaneous Standards," of Exhibit "C," "Development Standards," for Planned Development No. 95 (PD-95), as amended, is hereby amended in part to add the following language:

"(d) Two wall signs shall be allowed on the rear façade of the building located on Lot 4ARA, Block A of the Robertson's Creek Addition as depicted in Exhibit 'I.'"

Ordinance Nos. 22-06 and 10-09, as amended, are hereby amended by adding a new Exhibit "I," "Lot 4ARA Sign Package," attached as Exhibit "B" hereto 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 Nos. 22-06 and 10-09 for Planned Development District No. 95 (PD-95), 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 of the Town 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 11TH DAY OF DECEMBER, 2023.

APPROVED:

_____
Derek France, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

EXHIBIT "A" – PROPERTY DESCRIPTION

Being Lot 4ARA, Block A, of the Robertson's Creek Addition, An Addition to the Town of Flower Mound, Denton County, Texas.

Exhibit B

Exterior Signage

N-02

18.83 SQF

willow creek signs

SALESMAN: D FLORY

ELECTRICAL SIGNS MUST BE NEC & UL COMPLIANT

Underwriters Laboratories Inc. LISTED

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WILLOW CREEK SIGNS
2633 Blue Mound Rd. West
Fort Worth, Texas 76052
T: (817) 847 - 0571 | F: (817) 847 - 0579

By signing the acceptance field on this print I understand that I am accepting all aspects of this drawing. This artwork, specifications, dimensions, spelling and any other representations herein. I also understand that the color representations and scale of the sign(s) on this print are approximate and may not match manufacturers samples exactly.

Customers Approval:

PERMIT

Client:	BFT	Drawn by:	KP
Site Location:	5891 Long Prairie Rd. #100B Flower Mound, TX 75028	Revision:	3
Date:	08/23/2022	Page:	4 of 7

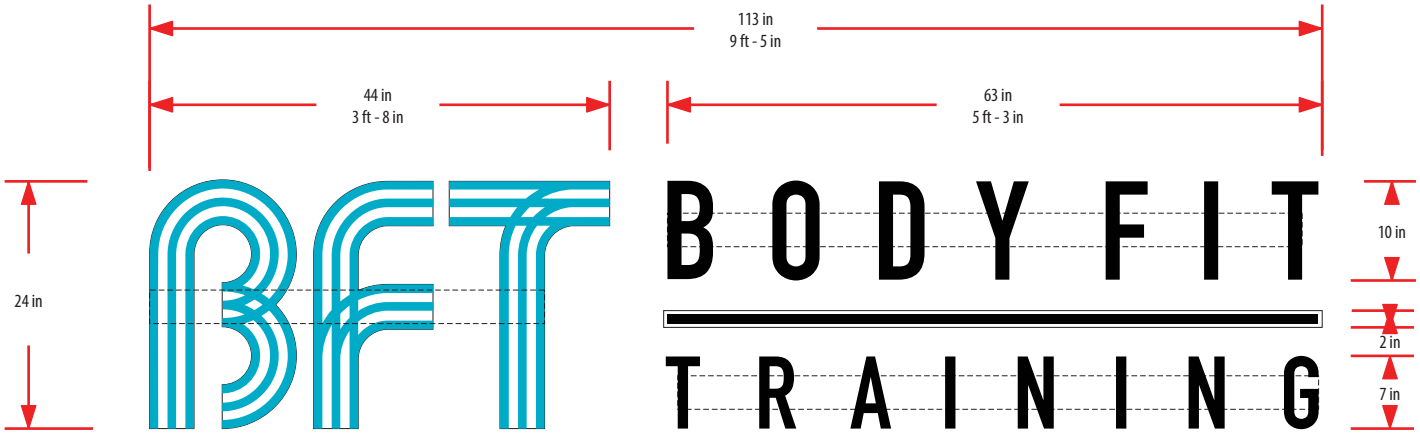
Exhibit B

Exterior Signage N-02

18.83 SQF

willow creek signs

SALESMAN: D FLORY



TRIM CAP

WHITE

RETURNS

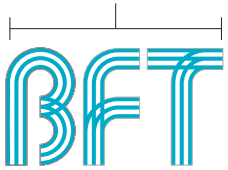
BLACK

VINYL SPECIFICATIONS

3M #3630-20 TRANSLUCENT WHITE VINYL TO MATCH PMS 3125C TEAL

3M DUAL COLOR BLACK FILM

1st surface vinyl:
printed graphics on 3M #3630-20 Translucent white vinyl to match PMS 3125C teal



1st surface vinyl:
3M Dual Color Black Film

Install new illuminated raceway channel letterset centered over storefront sign band as shown. Raceway painted to match fascia (TBD).

ELECTRICAL SIGNS MUST BE NEC & UL COMPLIANT
Underwriters Laboratories Inc. LISTED

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Customers Approval:

PERMIT PERMIT PERMIT

Client:	BFT	Drawn by:	KP
Site Location:	5891 Long Prairie Rd. #100B Flower Mound, TX 75028	Revision:	3
Date:	08/23/2022	Page:	5 of 7

Exhibit B

Exterior Signage

N-03

20.67 SQF

CUSTOMER: Eric Werner, Texas Subs

SALESMAN: D FLORY

ELECTRICAL SIGNS MUST BE NEC & UL COMPLIANT

Underwriters Laboratories Inc. LISTED

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WILLOW CREEK SIGNS
2633 Blue Mound Rd. West
Fort Worth, Texas 76052
T: (817) 847 - 0571 | F: (817) 847 - 0579

By signing the acceptance field on this print I understand that I am accepting all aspects of this drawing. This artwork, specifications, dimensions, spelling and any other representations herein. I also understand that the color representations and scale of the sign(s) on this print are approximate and may not match manufacturers samples exactly.

Customers Approval:

PERMIT

Client:	Subway	Drawn by:	KP
Site Location:	5891 Long Prairie Rd. #100A Flower Mound, TX 75028	Revision:	6
Date:	08/23/2022	Page:	4 of 7

Exhibit B

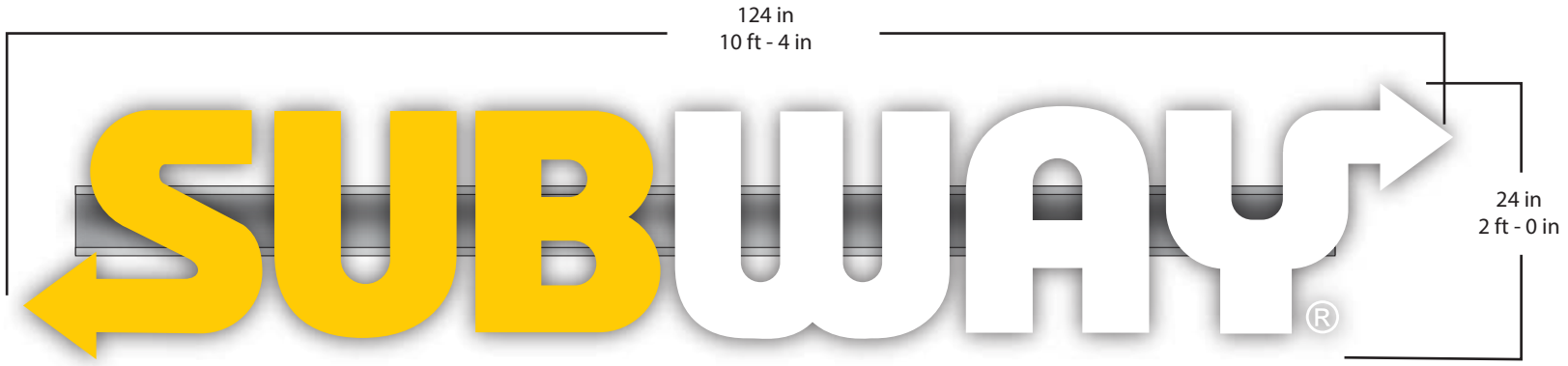
Exterior Signage

N-01 | N-02

20.67 SQF

CUSTOMER: Eric Werner, Texas Subs

SALESMAN: D FLORY



GENERAL SPECIFICATIONS:

Materials:
.040 alum. returns pre-painted to match PMS 7548 Yellow (SUB); Pre-painted white (WAY)
.063 pre-painted white alum. backs

Return Depth: 5"

Faces:

(SUB) Yellow Acrylic Optix 1X91061A to match PMS 7548
(WAY) White Acrylic

Trimcap:
(SUB) ¾" Pre-painted Yellow to match PMS 7548
(WAY) ¾" Std. White

ELECTRICAL:

Illumination:
White LED Modules

LED Power Supply:
100-277V, 50/60 Hz
110VAC – 3 amps

SIGN FACE SPECIFICATIONS

- PMS 7548 YELLOW
- WHITE

RETURNS

- PMS 7548 YELLOW- PRE-PAINTED TO MATCH
- WHITE- PRE-PAINTED TO MATCH

TRIM CAP

- PMS 7548 YELLOW- PRE-PAINTED TO MATCH
- WHITE- PRE-PAINTED TO MATCH

RACEWAY

- SW#6681 BUTTERCUP
- TBD

20.67 SQF

ELECTRICAL SIGNS MUST BE NEC & UL COMPLIANT
Underwriters Laboratories Inc. LISTED

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Customers Approval:

PERMIT

Client:	Subway	Drawn by:	KP
Site Location:	5891 Long Prairie Rd. #100A Flower Mound, TX 75028	Revision:	6
Date:	08/23/2022	Page:	5 of 7

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

DATE: December 18, 2023
FROM: Poornima Kashyap, Planning Manager
ITEM: **Public Hearing to consider an ordinance for rezoning (Z23-0002 - The River Walk at Central Park, Promenade Way) to amend the development standards for The River Walk at Central Park related to Article II - Uses to propose standards for Extended Stay Hotel and to update the conceptual plan exhibits. The property is generally located north of Cross Timbers Road, west of Morriss Road, and east of Long Prairie Road. (PZ recommended approval by a vote of 4 to 2 at its November 13, 2023, meeting.) (Town Council postponed this item to December 18 by a vote of 4 to 0 at its December 4, 2023, meeting.)**

BACKGROUND:

- Development Size – 158 acres (overall); 3.51 acres (Promenade Way block acreage)
- Proposed Zoning Amendments

1. To add Extended Stay Hotel to the River Walk use chart and to comply with the Town's extended stay hotel regulations except for the density standard.
2. To allow an increase in building height from one to three stories to five stories for buildings located within the Promenade area (area located to the east of Esplanade Place, south of Central Park Drive, north of Promenade Way, and west of Home2Suites)

- SMARTGrowth – N/A
- Traffic Analysis – N/A
- Incentives – None requested
- Planning and Zoning Commission Staff Report Link

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission recommended approval on November 16, 2023, with certain modifications as listed below.

- The density of rental units for the proposed extended stay hotel shall be limited to 105 units/hotel, based on feedback from the applicant.
- No more than two extended stay hotels shall be permitted within the River Walk development.
- The height of the extended stay hotel shall be limited to 4-stories. This height increase is specific to a hotel use and does not otherwise modify the River Walk Building Heights exhibit.

After the Planning and Zoning Commission (P&Z) meeting, the applicant corrected their request to allow 106 rooms and this number has been reflected in the ordinance. The applicant was in agreement with P&Z's recommendations.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

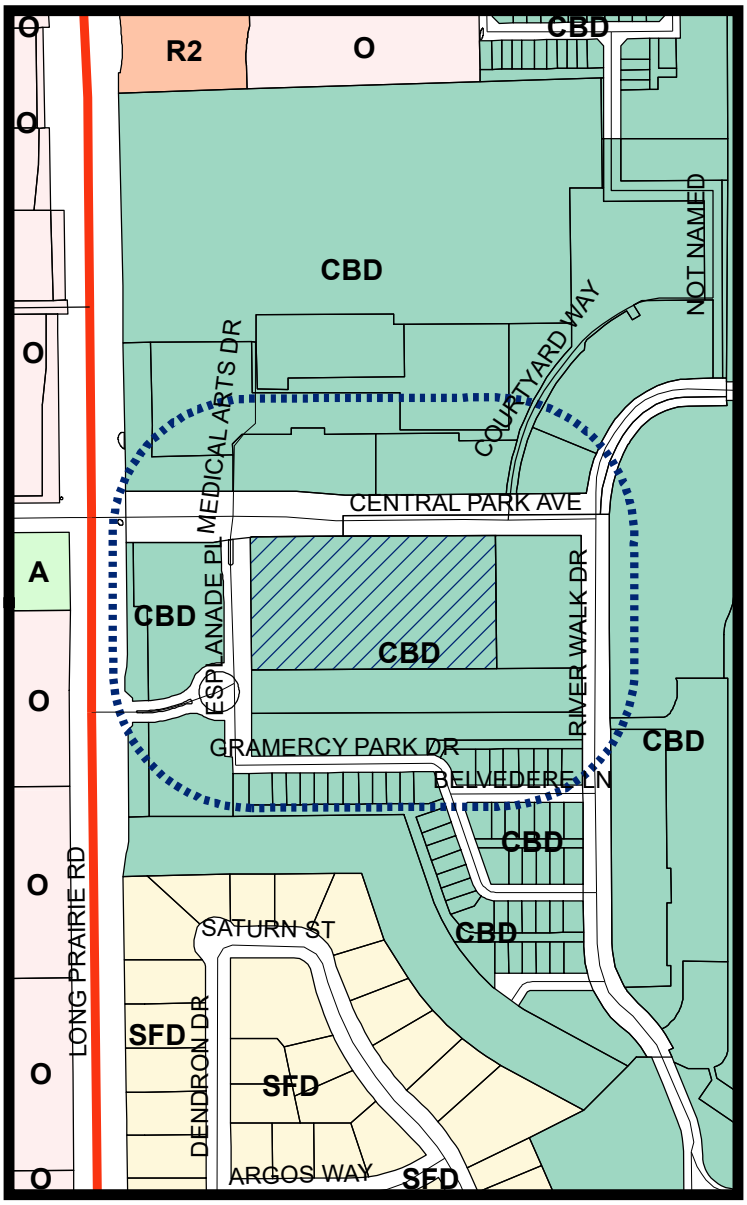
LEGAL REVIEW: Rachel Raggio, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

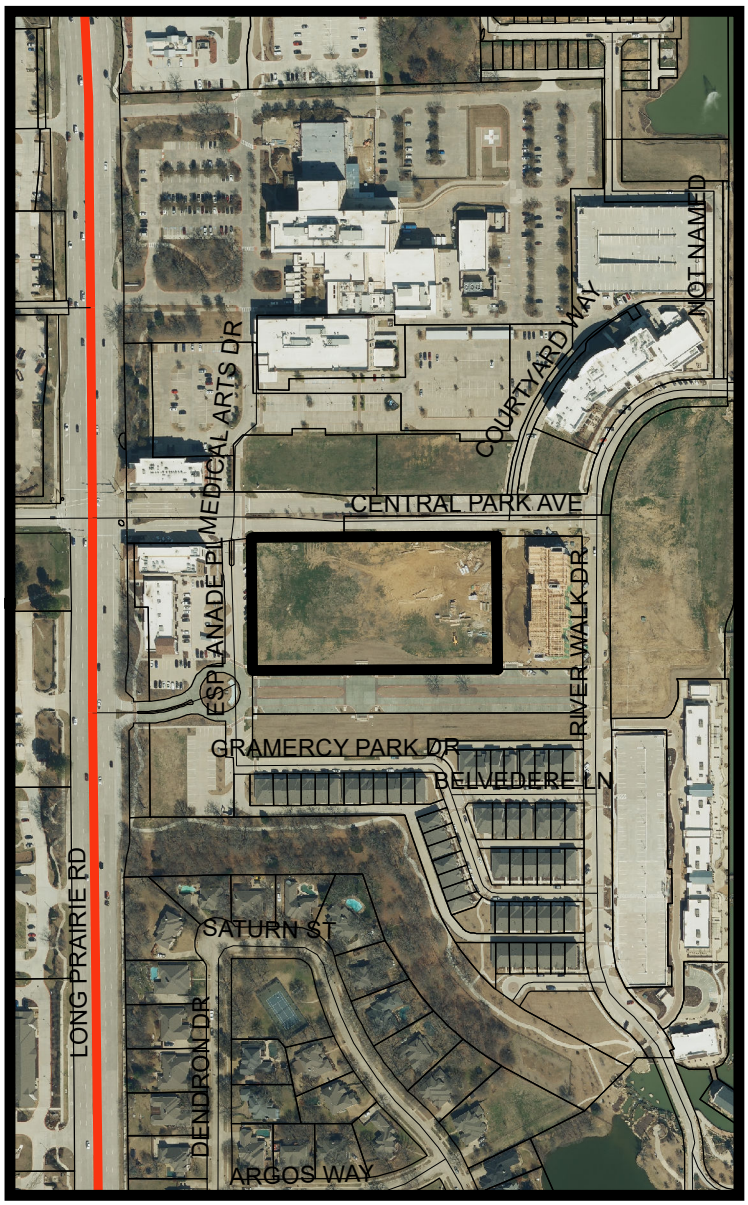
ATTACHMENTS:
1. Map - Zoning & Aerial
2. DRAFT Ordinance
3. DRAFT Exhibits A-B

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

Vicinity Map

Z23-0002 - River Walk Promenade



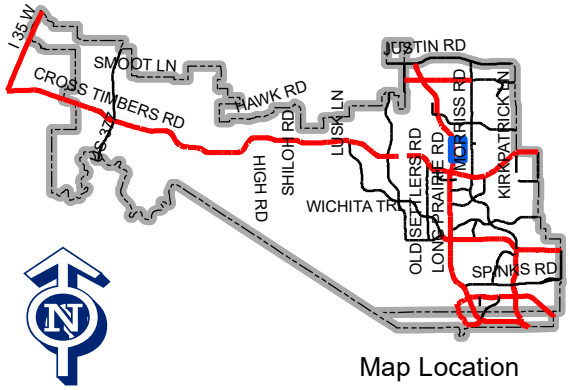


LEGEND

- Agriculture
- Central Business District
- Office
- Retail 2
- Single Family Detached

Subject Property

200 ft Notification Buffer around Property



Map Location

0 315 630 1,260 Feet

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.

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 05-15, AS AMENDED, (WHICH AMENDED ORDINANCE NO. 46-08 ESTABLISHING THE RIVER WALK AT CENTRAL PARK) BY AMENDING ARTICLE II, "USES," OF EXHIBIT "A," DEVELOPMENT STANDARDS AND CONCEPT PLANS," BY ADDING "EXTENDED STAY HOTEL" AS A PERMITTED USE WITHIN THE TOWN CENTER OR TC SUBDISTRICT, AND BY AMENDING EXHIBIT C, "CONCEPT PLANS – THE RIVER WALK AT CENTRAL PARK," BY REPLACING THE CONCEPT LAND USE PLAN AND CONCEPT BUILDING HEIGHTS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, 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 approximately 3.51 acres of land and being all of Lot 3, Block A of The River Walk at Central Park Addition (the "Property") has filed an application for a zoning amendment to amend Ordinance No. 05-15, as amended, which amended Ordinance No. 46-08 establishing The River Walk at Central Park; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on November 13, 2023, and the Town Council held a public hearing on December 18, 2023, with respect to the proposed zoning amendment as described herein; and,

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

WHEREAS, the Town Council finds that the zoning amendment 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:

3.51 acres of land and being all of Lot 3, Block A of The River Walk at Central Park Addition, Denton County, Texas.

Article II, "Uses," of Exhibit "A," "Development Standards and Concept Plans," of Ordinance No. 05-15, as amended, is hereby amended by adding "Extended Stay Hotel" as a permitted use only within the Town Center or TC subdistrict, inserted alphabetically as indicated on Exhibit "A," attached hereto and incorporated herein.

Exhibit "C," "Concept Plans – The River Walk at Central Park," of Ordinance No. 05-15, as amended, is hereby amended by replacing the "Concept Land Use Plan" and "Concept Building Heights" with the Concept Land Use Plan and Concept Building Heights contained in Exhibit "B," attached hereto and incorporated herein.

The following exhibits shall be supplied by the applicant prior to finalizing this ordinance and attached as exhibits to this ordinance.

- Concept Sub-district Plan
- Concept Plan - Streets
- Concept Plan - Buffers
- Concept Plan - open Space, Common Areas, and Trails Plan
- Concept Plan - Parking

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained herein and in Exhibit "A" and Exhibit "B" attached hereto, as well as the applicable regulations contained in Ordinance Nos. 46-08 and 05-15, as amended; 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 of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 18TH DAY OF DECEMBER, 2023.

APPROVED:

_____
Derek France, **MAYOR**

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

SCHEDULE OF USE REGULATIONS

Use	**TC** (2.2(i))	**CR** (2.2(h)), (2.2(i))	**CMU** (2.2(i))	**CRC** (2.2(i))
* * *				
Extended Stay Hotel (subject to 2.2.(d.1))	P			
* * *				

2.2 Special Use Conditions.

* * *

(d.1) Extended Stay Hotels shall comply with the provisions of Section 98-1003, Hotel or motel, and Section 98-1004, extended stay hotel, subject to the following conditions:

(1) The density of rental units shall be limited to 106 units per hotel.

(2) No more than two (2) extended stay hotels shall be permitted within the River Walk development.

(3) The height of any extended stay hotel shall be limited to a maximum of four (4) stories.

* * *

EXHIBIT "B" DRAFT CONCEPT PLANS

Building Heights

LEGEND

- One-Two Story
- Three Story
- Four Story
- Five Story
- River Walk Boundary

*4'story, 106 room extended stay hotel permitted at this location.

MCADAMS

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

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

TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

River Walk at Central Park

Town of Flower Mound
Denton County, Texas

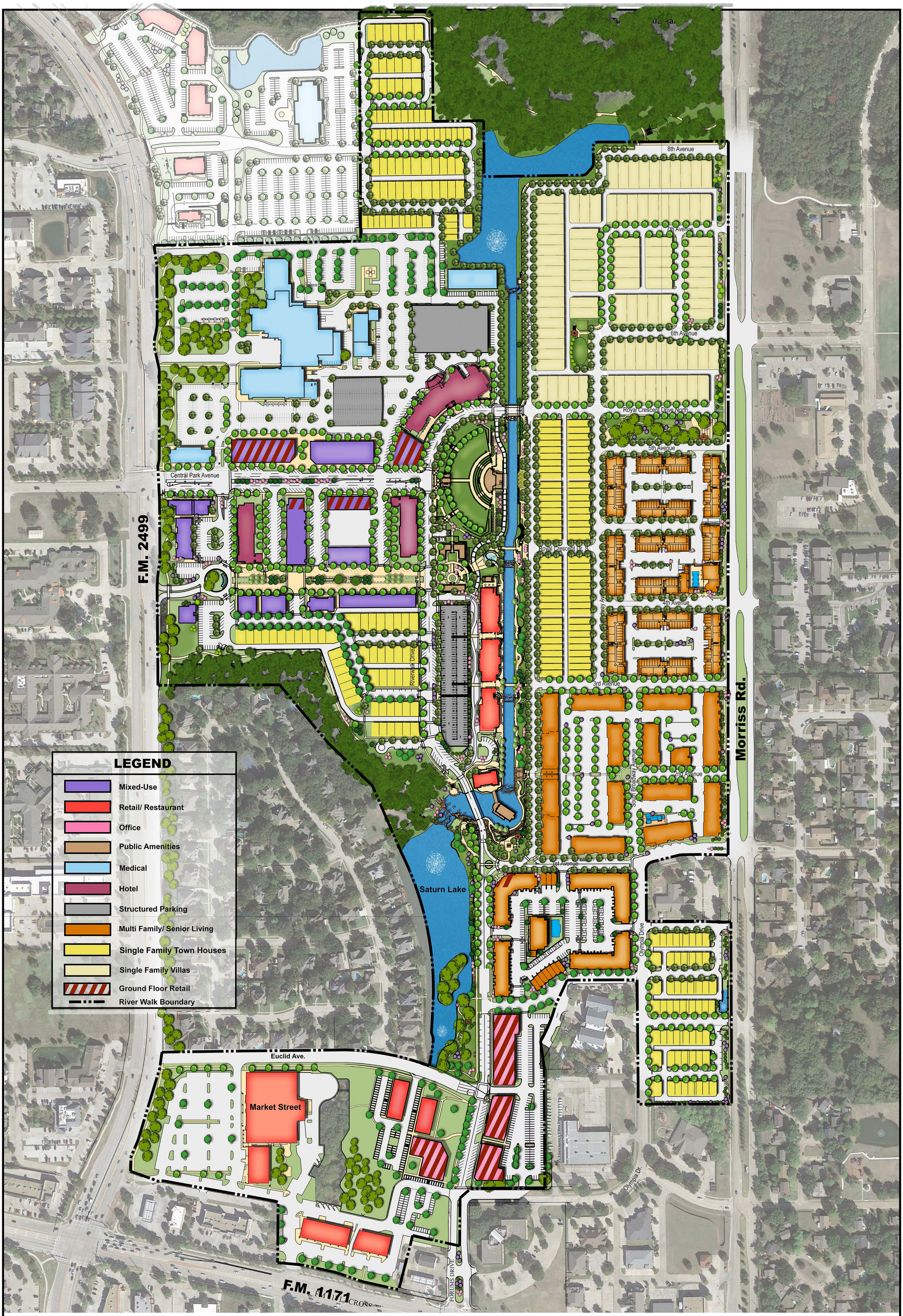
150 0 150 300 450 Feet

N

Job No. MRW-20000 Date: December 14, 2023 By: XX

M:\Projects\MRWInvestors\MRW-20000\Drawings\Exhibit\Overall River Walk Rendering\2020-05-01 Updated CAD Work.dwg

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



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Concept Land Use Plan
River Walk at Central Park

Town of Flower Mound
Denton County, Texas

150 0 150 300 450 Feet

N

Job No. MRW-20000 Date: June 2, 2023 By: LH

M:\Projects\MRWInvestors\MRW-20000\Drawings\Exhibit\Overall River Walk Rendering\2020-05-01 Updated CAD Work.dwg

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

TOWN COUNCIL
AGENDA K.8.
REGULAR ITEM(S)

DATE: December 18, 2023
FROM: Poornima Kashyap, Planning Manager
ITEM: **Public Hearing to consider an ordinance for rezoning (Z20-0005 - The River Walk at Central Park) to amend the development standards for The River Walk at Central Park related to Article II - Uses and Article XI - Signage and to update the Concept Ground Sign Location exhibit. The property is generally located north of Cross Timbers Road, west of Morriss Road, and east of Long Prairie Road. (PZ recommended approval by a vote of 5 to 1 at its November 13, 2023, meeting.) (Town Council postponed this item to December 18 by a vote of 4 to 0 at its December 4, 2023, meeting.)**

BACKGROUND:

- Development Size – 158 acres
- Proposed Zoning Amendments

  1. To add Boutique Vendor Market and Food Truck as an accessory use to the River Walk use chart
  2. To allow 15 special events per year
  3. To allow carnival or circus twice a year on the site for three week runs excluding move-in and pack-out
  4. To allow outdoor live music as an ancillary use to restaurants
  5. Signage amendments

- SMARTGrowth – N/A
- Traffic Analysis – N/A
- Incentives – None requested
- Planning and Zoning Commission Staff Report Link

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission recommended approval on November 16, 2023, with certain modifications to the proposed signage amendments listed below.

- Lease signs be limited to one additional sign per building on block interiors
- LED lighting be used in place of neon for newly allowed window signs and that LED signs be limited to one window sign per property, and not observable from Morriss Road, Cross Timbers Road, and Long Prairie Road
- Limit the total square footage of ground signs to 60 square-feet
- Provision to allow review of additional special event permits and carnival or circus events by the Town Council

The applicant is in agreement with the recommendations made by the Planning and Zoning Commission except for the limitation on the total square footage of the ground signs. The applicant would like to retain their request for the size of the ground sign to be a maximum of 70 square feet. In addition to this, the applicant has made the following changes to their signage request:

1. Eliminate the Promenade Terminus Sign
2. Add one ground sign at the southeast corner of Long Prairie Road and Promenade Way to advertise the restaurants within the River Walk.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

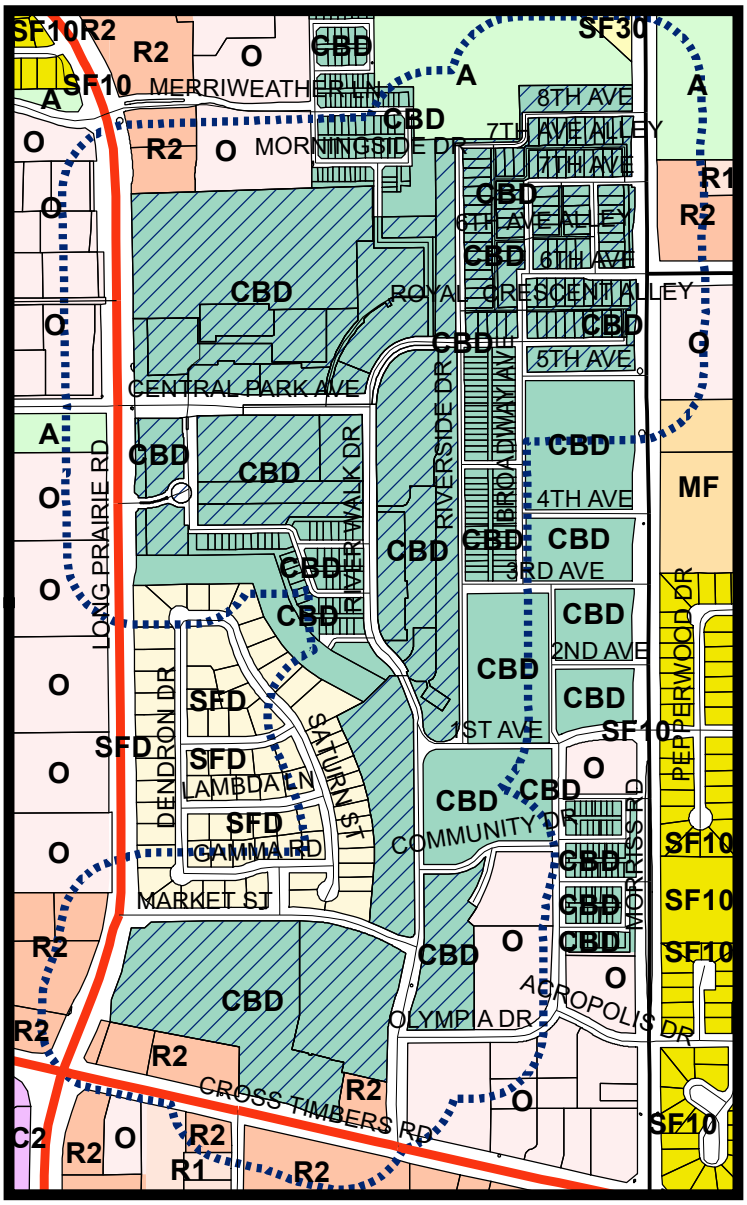
LEGAL REVIEW: Rachel Raggio, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

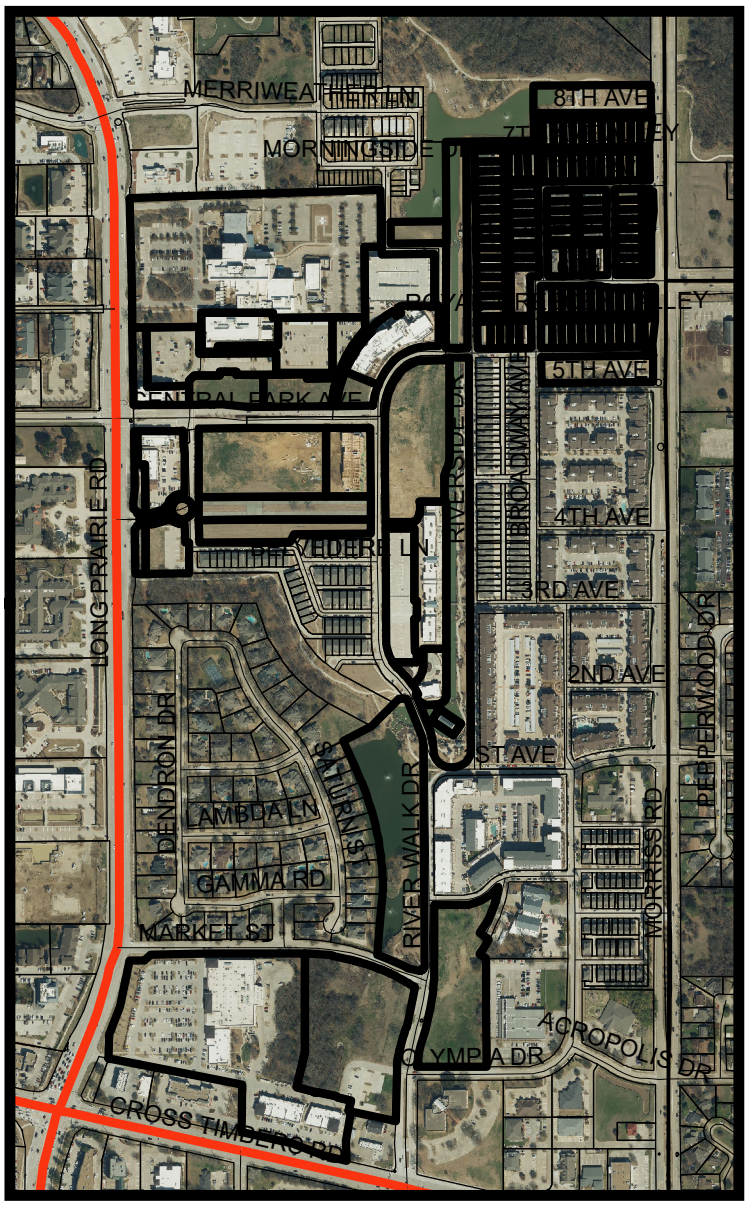
ATTACHMENTS:
1. Map - Zoning & Aerial
2. DRAFT Ordinance
3. DRAFT Exhibit A

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

Vicinity Map

Reference Project: Z20-0005



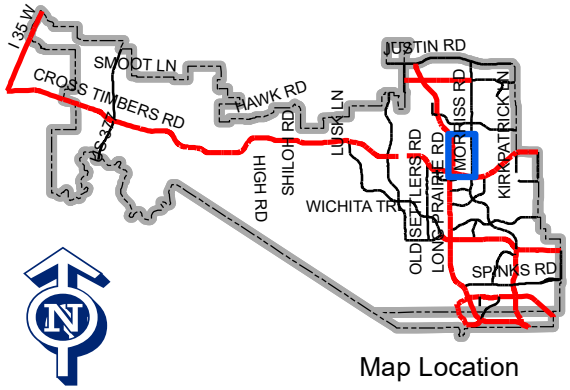


LEGEND

Agriculture	Central Business District	Commercial 2	Multi-Family	Office	
Retail 1	Retail 2	Single Family 10	Single Family 30	Single Family Detached	

Subject Property

200 ft Notification Buffer around Property



Map Location

0 625 1,250 2,500 Feet

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.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 46-08 AND ORDINANCE NO. 05-15, THE RIVER WALK AT CENTRAL PARK ADDITION, AS AMENDED, THROUGH THE AMENDMENT OF EXHIBIT "A" DEVELOPMENT STANDARDS AND CONCEPT PLANS," BY AMENDING ARTICLE II-USES AND BY REPLACING ARTICLE XI - SIGNAGE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas ("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 158. 608 acres in The River Walk at Central Park Addition have filed an application for a zoning amendment amend the River Walk at Central Park Zoning Ordinance No. 46-08 and Ordinance No. 05-15 as amended; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on November 13, 2023, and the Town Council held a public hearing on December 18, 2023, with respect to the proposed zoning amendment as described herein; and,

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

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

and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

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

158 acres of land in The River Walk at Central Park Addition, Denton County, Texas.

Exhibit “A” to Ordinance No. 05-15, as amended, which exhibit is entitled "Development Standards and Concept Plans," is hereby amended by amendment Article II – Uses, by replacing Article XI – Signage, and by replacing Concept Plan Ground Sign Locations as depicted in Exhibit “A” to this ordinance attached hereto and incorporated herein.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibit “A” attached hereto, as well as the applicable regulations contained in Ordinance No. 46-08, Ordinance No. 05-15, the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances 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 of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 18TH DAY OF DECEMBER, 2023.

APPROVED:

_____
Derek France, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

ARTICLE II
USES

SCHEDULE OF USE REGULATIONS

Use	**TC** (2.2(i))	**CR** (2.2(h)), (2.2(i))	**CMU** (2.2(i))	**CRC** (2.2(i))
Accessory retail/service uses	P	P	P	P
Accessory use, general, subject to sec. 98-972	P	P	P	P
Amusement and recreation (outdoors)	S			
Amusement and recreation (indoors), subject to sec. 98-973	P	P	P	P
Antique shop	P	P	P	P
Art gallery or handicraft sales	P	P	P	P
Art supply store	P	P	P	P
Artisan hut	P			
Asphalt/concrete batch plant, temporary	S	S	S	S
Assembly hall	S		S	S
Auto leasing or rental	P			
Bakery or confectionery shop, retail	P	P	P	P
Bank or savings and loan	P	P	P	P
Bank or savings and loan with drive-through facility	S	S	S	P
Boardinghouse or roominghouse (2.2(a))	P	P		
Book store or stationery store	P	P	P	P
Bottling works (microbrewery)	P	P	P	P
Boutique Vendor Market, subject to Section 98-1006	P		P	P
Building material sales or storage (indoors)	P		P	P
Building material yard and construction office, temporary	T	T	T	T

Use	**TC** (2.2(i))	**CR** (2.2(h)), (2.2(i))	**CMU** (2.2(i))	**CRC** (2.2(i))
Carnival or circus, temporary, subject to 2.2(l)	T	T	T	T
Church or rectory	P		P	P
Cleaning/laundry shop, pickup station only	P	P	P	P
College or university	P		P	
Communication tower, commercial, subject to sec. 98-977	S	S	S	S
Community center, public	P	P	P	P
Convenience store	P	P	P	P
Custom personal service	P	P	P	P
Day camp for children	S			
Day care center	S	S	S	S
Drugstore or pharmacy	P	P	P	P
Dwelling, multifamily (including either or both MF Loft and MF Traditional)	P	P	P	
Dwelling, townhome	P	P	P	
Dwelling, single family detached		P		
Electrical energy generating plant	S	S		
Electrical line/substation, high voltage, subject to sec. 98-979	S	S	S	S
Exhibition area or fairgrounds	T	T	T	T
Farmers' market, subject to 2.2(m)	P		P	
Field office, temporary	T	T	T	T
Fire station	P		P	P
Florist	P	P	P	P
Food processing, retail	P	P	P	P
Fraternal club or lodge	P		P	P
Garage sale, subject to sec. 98-982 (2.2(b))		P		
Hardware store	P		P	P
Health club, athletic club	P	P	P	P
Heliport	S			

Use	**TC** (2.2(i))	**CR** (2.2(h)), (2.2(i))	**CMU** (2.2(i))	**CRC** (2.2(i))
Helistop (2.2(c))	P			
Hospital	P			
Hotel (2.2(d))	P	P	P	
Institution, drug or psychiatric treatment	P			
Laboratory, medical or dental	P		P	P
Laboratory, scientific or research	P			
Lithographic or print shop	P	P	P	P
Live-work unit	P	P	P	
Local utility line	P	P	P	P
Maintenance service	P		P	P
Model home (2.2(e))	P	P	P	
Museum, library or art gallery, public	P	P	P	P
Newsstand	P	P	P	P
Nursing or congregate care facility (2.2(f))	S	S	S	
Off-street parking, accessory	P	P	P	P
Office, general business or professional	P	P	P	P
Office, medical or dental	P	P	P	P
Open space common area	P	P	P	P
Optical sales	P	P	P	P
Parking lot, commercial	P	P	P	P
Parking structure, commercial	P	P	P	P
Parking, podium	P	P	P	
Personal improvement services	P	P	P	P
Pet store, subject to sec. 98-988	P	P	P	P
Plant nursery or garden shop	P	P	P	P
Private franchise utility	S	S	S	S
Public building, shop or yard	P	P	P	P
Recreation center	P	P	P	P

Use	**TC** (2.2(i))	**CR** (2.2(h)), (2.2(i))	**CMU** (2.2(i))	**CRC** (2.2(i))
Recreational equipment rental	P	P	P	
Recycling drop-off center, subject to sec. 98-990	S	S	S	S
Refreshment Stand or Food Truck, Accessory, subject to Sec-98-991	P		P	P
Repair services, limited	P	P	P	P
Restaurant, general (indoors), subject to 2.2(m)	P	P	P	P
Restaurant, fast food	P		P	P
Restaurant, fast food with drive-through facility	S	S	S	P
Restaurant Row, subject to 2.2(m)	P			
Retail, general (indoors)	P	P	P	P
Retail, single tenant	P	P	P	P
Sales, temporary or seasonal, subject to sec. 98-992	T		T	T
Sales trailer, temporary, subject to sec. 98-993 (2.2(g))	T	T	T	
School, business	P		P	
School, commercial trade	P		P	
School, elementary or secondary	P	P	P	
Sewage pump station	P	P	P	P
Special event, temporary, subject to 2.2(n)	T	T	T	T
Sporting goods sales	P	P	P	P
Stadium or playfield, public	S	S	S	
Studio, television or radio	P		P	
Supermarket (2.2 (k))	P		P	P
Swimming pool, private, subject to sec. 98-996	P	P	P	
Swimming pool, public	P		P	
Telephone equipment station	P	P	P	P
Theater	P		P	P

Use	**TC** (2.2(i))	**CR** (2.2(h)), (2.2(i))	**CMU** (2.2(i))	**CRC** (2.2(i))
Tool rental (domestic equipment)	P			P
Town hall	P		P	
Transmission pipeline, subject to sec. 98-997	P	S	S	S
Transportation stop	S	S	S	S
Travel bureau or consultant	P	P	P	P
Veterinary hospital (indoor pens), subject to sec. 98-998	P		S	P
Water well, storage or pump station (2.2(j))	P	P	P	P
Wine retail establishment	P	P	P	P

2.2 Special Use Conditions. The conditions in this section apply to the listed uses when referenced in the Schedule of Use Regulations or elsewhere in these Development Standards.

* * *

(l) Carnival or circus, temporary use. A carnival or circus, temporary use is subject to the provisions of Sec. 98-976 except for paragraph 11. The use is allowed twice per calendar year on the site, for three-week runs excluding move-in and pack-out. However, any occurrences of this use shall occur a minimum of ninety (90) days apart, regardless of whether the occurrences fall within different calendar years. This use shall not constitute a special event, temporary for the purpose of calculating the maximum permitted special events, temporary pursuant to section 2.2(n). Upon the second anniversary of the effective date of Ordinance No. xxx, this use will be permitted only to the extent authorized by Section 98-976, and any property owner(s) seeking to operate this use as permitted by Ordinance No. xxx must submit a new application for a zoning amendment reauthorizing the deviations from Section 98-976 provided herein.

(m) Outside live music. Outside live music may be used as an ancillary use to Restaurant General, Restaurant Row, and Farmers' Market uses. Outside live music may be played subject to Article III, "Noise Control," of Chapter 34, "Environment," of the Flower Mound Code. Music shall not be played past 10:00 PM. The music setup shall not impede pedestrian circulation and accessible routes.

(n) Special event, temporary. Up to 15 special events, temporary shall be allowed per calendar year within the development subject to Section 98-976 of the Flower Mound Code. Upon the second anniversary of the effective date of Ordinance No. xxx, this use will be permitted only to the extent authorized by Section 98-976, and any property owner(s) seeking to operate this use as permitted by Ordinance No. xxx must submit a new application for a zoning amendment reauthorizing the deviations from Section 98-976 provided herein.

* * *

ARTICLE XI
SIGNAGE

11.1 General

(a). Chapter 86 of the Code of Ordinances. Signage in The River Walk CBD shall comply with Chapter 86 of the Code of Ordinances, as in effect on the date of this Ordinance, except as amended, modified or excluded in this Article XI.

(b). Purpose and Intent. The intent and purpose of Development Standards for signage at The River Walk CBD are not to encourage the maximum signage permitted but, rather, to allow flexibility for more variety of sign types and locations. The following drawing depicts the usage of various types of signs permitted by these Development Standards, including but not limited to a building identification wall sign, a tenant identification wall sign, banner signs, an awning sign, a canopy sign, a blade sign and window signs.

(c). Permitted Signs. All signs and outdoor advertising displays permitted under Chapter 86 of the Code of Ordinances, as of the date of this Ordinance, shall be permitted in The River Walk CBD, and the following types of signs shall also be permitted in The River Walk CBD:

(i) Marquees, subject to Section 11.2 (f) hereof;
(ii) Waterfront signage, subject to Section 11.2 (g) hereof;
(iii) Awning signs, subject to Section 11.3 (d) hereof;
(iv) Canopy signs, subject to Section 11.3 (f) hereof;
(v) Banner signs, subject to Section 11.3(g) hereof;
(vi) Blade signs, subject to Section 11.3(h) hereof;
(vii) Sandwich board signs, subject to Section 11.3(i), hereof;
(viii) Umbrella signs, subject to Section 11.3(j) hereof;

(ix) Picture Spot Signage, subject to Section 11.3 (k) hereof;
(x) Wall Murals, subject to Section 11.3 (l) hereof; and
(xi) Electronic/digital signs, subject to 11.3 (n) hereof.

(d). Signs Permits.

(i) For all signs that require a permit, a copy of the permit shall be maintained on premises and be available for viewing during normal business hours.

(ii) Sec. 86-63 shall apply to directional signs in The River Walk CBD, except that the sign area may be up to twelve (12) square feet and the height of the sign may be up to five feet six inches (5' 6").

(iii) Sec. 86-64 shall apply to menu signs in The River Walk CBD. Further, no permit shall be required for signs within storefronts or adjacent to the entrance for a restaurant that display the establishment's menu, provided that such signs do not exceed four (4) square feet in sign area and are located no higher than six feet (6') above the adjacent grade or floor elevation.

(e). Abandoned Signs and Removed Message. Sec. 86-7 shall apply to signs in The River Walk CBD, except that (i) an abandoned sign need not be removed until the lapse of ninety (90) days after abandonment and (ii) the period for replacing a removed message or removing the shell of a sign shall be one hundred eighty (180) days after the removal of the message. Placement of "for lease," "for rent" or comparable signage in the sign shell shall be effective to replace the message.

11.2 Regulations Pertaining To Certain Uses

(a). Multifamily and Mixed Use Buildings.

(i) Multifamily buildings with eight (8) residential units or more and mixed use buildings shall be permitted one (1) sign for identification purposes for each side of the building, which sign shall be of the following types: ground sign; (ii) building identification wall sign; (iii) blade sign; (iv) awning sign; (v) window sign or (vi) canopy sign.

(ii) A multifamily or mixed use building with residential use shall be permitted one (1) "for lease" wall sign with a maximum sign area of nine (9) square feet on each side of the building that faces a street or Block Interior.

(iii) For multifamily and mixed use buildings with nonresidential ground floor uses with exterior access, clauses (i) and (ii) of this subsection (a) shall apply to the building, and Section 11.2(c) hereof shall also apply so as to permit the signs thereunder in addition to the signs permitted under this Section 11.2(a).

(iv) Following is an example of a blade sign used for identification of a multifamily building, with a first-floor restaurant identified by a canopy sign:

(b). Nonresidential Buildings with Multi-Tenant Interior Access.

(i) A nonresidential building with multi-tenant interior access shall be permitted one (1) sign for identification purposes for each side of the building, which signs shall be of the following types: (i) building identification wall sign; (ii) blade sign; (iii) awning sign; (iv) window sign and (v) canopy sign.

(ii) For identification of interior tenants, one (1) wall sign shall be permitted per building wall with street or private drive frontage, and one additional sign shall be allowed for a side of the building with a public entrance facing a Block Interior. The aggregate of all signs must comply with the maximum allowable sign area specified in Section 11.2 (c) (iii).

(iii) Sec. 86-68(2)(b) shall apply to directory signs, except that it will be permitted that such directory signs are visible from any street, private drive, Block Interior or sidewalk. Following is an example of a directory sign:

(iv) For multistory buildings with interior tenants on upper floors, window signs and awning signs shall be permitted, in lieu of signs permitted in clause (ii) of this Section 11.2(b), to identify upper story tenants, subject to Sections 11.3(c) and (d), respectively, of these Development Standards. Following is an example of a wall sign identifying a ground-floor retail tenant and a wall sign identifying an upper floor tenant with interior access:

(v) For multistory, nonresidential buildings with interior tenants on upper floors and tenants with exterior access on the ground floor, the regulations in this Section 11.2(b) shall apply to the building and interior tenants, and Section 11.2(c) shall apply to tenants on the ground floor .

(vi) Real estate signs advertising the sale, lease or rental of a nonresidential building shall be permitted on each side of the building that faces a street.

(c). Buildings with Tenants with Exterior Access.

(i) Section 11.2(a) of these Development Standards shall apply to signs identifying buildings with nonresidential uses that have exterior access.

(ii) Tenants with exterior access shall be permitted the following types of signs for their identification: (i) wall signs; (ii) blade signs; (iii) awning signs; (iv) canopy signs; (v) window signs; and (v) banner signs.

(iii) A combination of sign types may be used, with the sum of the areas of all signs attached to the building not to exceed the maximum area of signage permitted per length of the building wall with street frontage occupied by a tenant. The maximum allowable area shall be determined using the following table, by multiplying maximum width by maximum height.

MAXIMUM ALLOWABLE SIGN AREA

Lineal Footage of the Building Wall (occupied by the tenant)	Maximum Sign Width	Maximum Sign Height
Less than 20 feet	80 percent of lineal footage	36 inches
20 feet up to 25 feet	75 percent of lineal footage	42 inches
25 feet up to 35 feet	70 percent of lineal footage	48 inches
35 feet up to 45 feet	65 percent of lineal footage	54 inches
45 feet up to 60 feet	60 percent of lineal footage	60 inches
60 feet or more	55 percent of lineal footage	72 inches

Example of signage for a tenant with exterior access, using a variety of signs including a wall sign, a window sign, a blade sign and a sandwich board:

(iv) A corner or end tenant may utilize the maximum area permitted on two (2) walls. A sign may be located at the corner, but the area of the corner sign will be counted against the maximum area of signage permitted for one of the walls. Following is an example of signage for a corner tenant:

(v) The area of window signs shall not be included in the maximum area of signage permitted in clause (iii) of this subsection (c) but shall be limited by the regulations in Section 11.3(c) of these Development Standards.

(vi) Blade signs less than nine (9) square feet in area will not count against the maximum area of signage permitted. This provision is to encourage the use of blade signs that are pedestrian-friendly.

(vii) For a tenant entrance from a Block Break or Block Interior, two (2) of the sign types permitted in clause (iii) of this subsection (c) shall be permitted, the area of which may not exceed fifty percent (50%) of the maximum area permitted in clause (iii) of this subsection (c).

(viii) One (1) portable sandwich board sign shall be permitted per tenant in addition to the signage permitted in this subsection (c).

(ix) For restaurants, in addition to the signage permitted in this subsection (c), a menu board sign shall be permitted according to the standards set forth in Section 11.3(i) of these Development Standards. For food service uses with outdoor seating areas, umbrella signs shall be permitted in addition to the signage permitted in this subsection (c).

(x) Real estate signs advertising the sale, lease or rental of a nonresidential building shall be permitted on each side of the building that faces a street.

(d). Nonresidential Buildings (other).

(i) The provisions of this subsection (d) shall apply to buildings in The River Walk CBD that do not fall into the categories of buildings described in subsections (a) through (c) above, including, without limitation, hotels and theaters.

(ii) For identification of the building, a maximum of three (3) signs shall be permitted for each side of the building facing a street, which signs shall be of the following types: (i) building identification wall sign; (ii) ground sign (for a maximum of one per street frontage); (iii) blade sign; (iv) awning sign; (v) window sign; or (vi) canopy sign. One (1) additional sign of the listed types shall be permitted for each entrance to the building located along a Block Break or at the Block Interior. Following is an example of a wall sign for identification of a retail tenant at the Block Interior:

(iii) For nonresidential buildings (other) with tenants with exterior access on the ground floor, the regulations in this Section 11.2(d) shall apply to the building and interior tenants, and Section 11.2(c) shall apply to tenants on the ground floor.

(iv) Real estate signs advertising the sale, lease or rental of a nonresidential building shall be permitted on each side of the building that faces a street.

(e). Hospital Signage.

(i) A hospital in The River Walk CBD shall be permitted signage at its main entry driveway, its emergency entry driveway and at Central Park Avenue that meets the requirements of applicable federal and state laws for the hospital itself, its emergency room and other facilities, including, without limitation, these signs:

(1) A maximum of three (3) building identification ground signs to be located along Long Prairie Road (FM 2499) at the main entry driveway and the emergency entry driveway.

(2) A maximum of four (4) additional ground signs as directional signs within the site.

(3) A maximum of two (2) signs shall be permitted for each side of the building with a public entrance, which signs shall be of the following types: wall signs, building identification wall signs, canopy signs, awning signs or blade signs.

(ii) A medical office building adjacent and attached to the hospital building shall be permitted signs according to Section 11.2(b) hereof.

(iii) Figure XI-A is an example of sign locations permitted for the hospital, such signs being of the following type: items 1-2, building identification ground signs; items 3-6, directional ground signs; items 7-8, building identification signs for medical office building; items 9-10, wall signs identifying the emergency room.

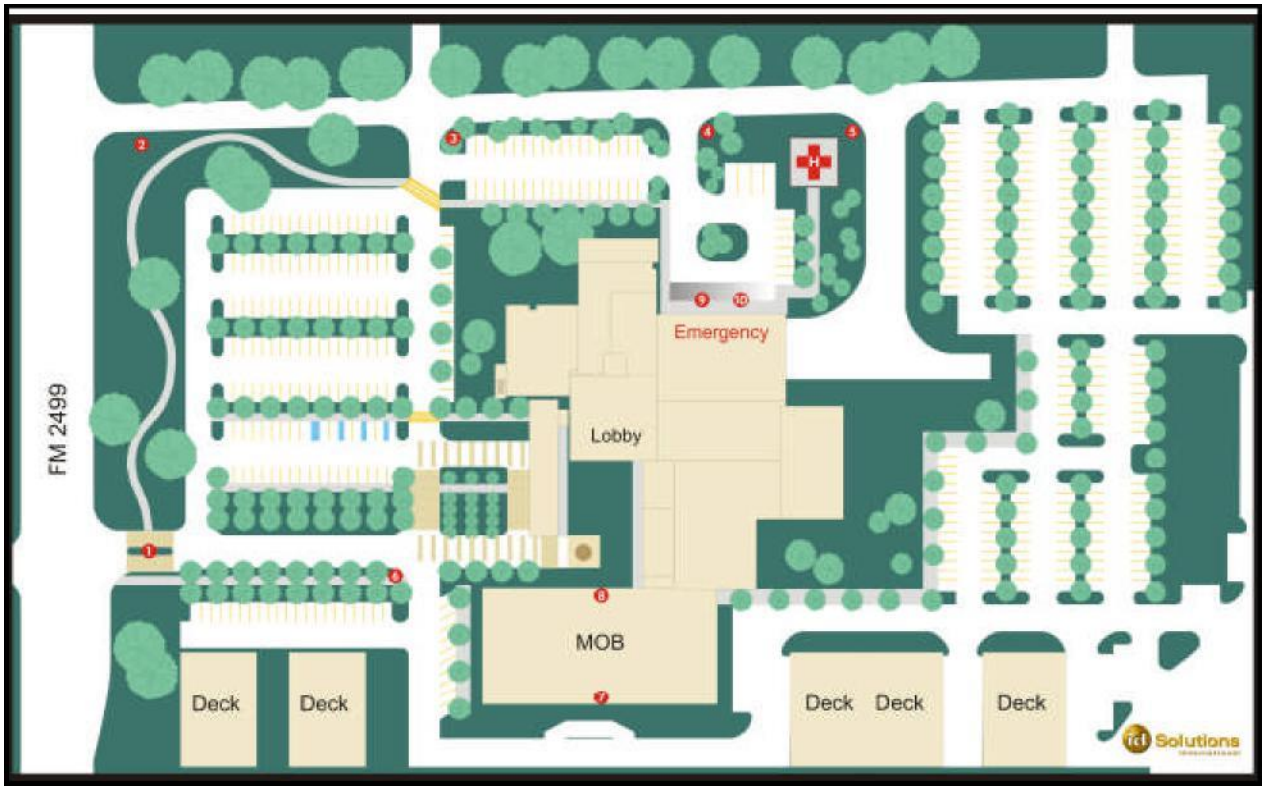


Figure XI-A

Subject to the foregoing, such signage shall comply with these Development Standards, including, without limitation, the design principles and standards for signage.

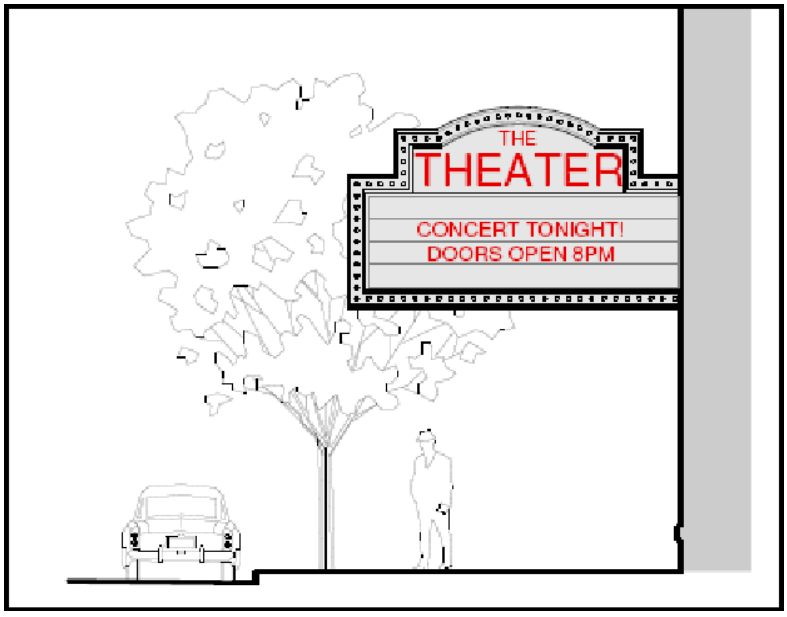
(iv) Without limitation of clause (i) of this subsection (e) and in addition to the signage permitted thereunder, if the hospital's site is adjacent to Long Prairie Road (FM 2499), signage shall be permitted to be affixed to the principal hospital building, notwithstanding the buffer required by Section 5.1 of these Development Standards

(f). <u>Marquee Signage.</u>

(i) Hotel or Theater Marquee Signage.

(1) A marquee sign may be used to identify hotels or theatres. Following is an example of a marquee sign identifying a theatre:

(2) The following drawing depicts a marquee sign:



(3) The regulations for a marquee sign shall be as follows:

a) The total area of all signs on the marquee shall not exceed the maximum area of signage permitted in Section 11.2(c)(iii) hereof.

b) Maximum height of letters identifying the tenant or building shall be limited to twenty-four inches (24”).

c) Maximum height of letters identifying information on reader boards shall not exceed twelve inches (12”).

d) Marquee signs may be illuminated by unshielded light sources above fifteen (15) watts, but not in excess of seventy-five (75) watts. Blinking, flashing, or scrolling lights shall not be permitted on marquees.

e) The design of a marquee sign shall be consistent with the design of the building, to which it will be affixed.

f) Marque sign shall have a vertical clearance of at least 10 feet above the sidewalk.

(ii) Central Park Marquee Signage.

(1) A Central Park marquee sign identifying the development with no advertising may be permitted on the building located at the southeastern corner of Central Park and Long Prairie Road. The maximum height shall be 27’ and the maximum width shall be 2’6”.

(2) Central Park marquee sign shall comply with regulations 11.2(f)(i)3.(b-f) except that illumination shall be internal.

(g). Ground Signage

(i) Development Ground Signage.

(1) A sign identifying the development and businesses is permitted at the locations shown on the Ground Sign Locations map. The maximum height shall be 10 feet and the maximum width shall be 10 feet, however the total square

footage of any one side of the sign shall not exceed 60 square feet. Following is an example of a Multi-Tenant sign:

(ii) Ground Signs. The following shall apply to ground signs in The River Walk CBD:

(1) A complex comprised of more than one building, with exterior or interior access, shall be permitted one (1) ground sign per building.

(2) A multifamily building or a mixed use building with eight (8) or more residential units shall be permitted a ground sign for identifying the building and its address. Following is an example of a ground sign identifying a multifamily building:

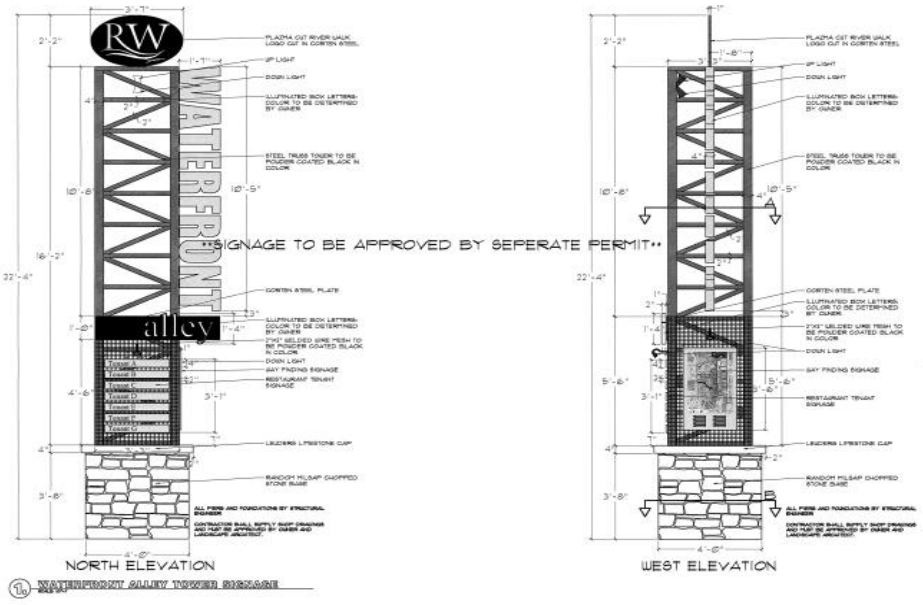
(3) Ground signs shall have no setback requirements provided that they may not be placed on any sidewalk and that they will not be within a visibility clip/triangle.

(4) Except as otherwise shown on Figure XI-D in Section 11.2(h) hereof, ground signs shall be placed at least thirty feet (30') apart.

(5) Ground signs are not required to have a masonry border.

(iii) Waterfront Signage.

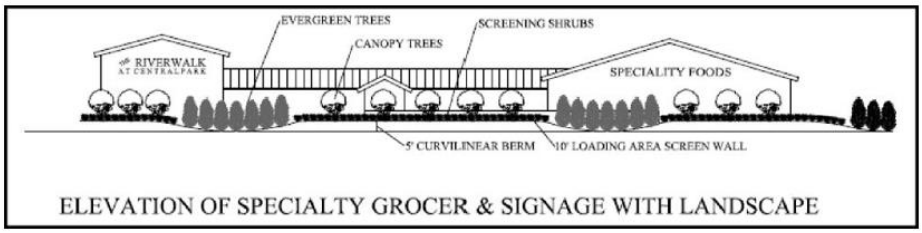
(1) A sign identifying the development with restaurant names may be permitted at the southern end of the Waterfront. The maximum height shall be 25 feet and the maximum width shall be 10 feet. The sign will be internally illuminated for the 'Waterfront' and 'alley' portions of the signs. A external light will illuminate the 'RW' portion of the sign and at the top of the tenant signs. Following is a Waterfront sign:



(h). Traffic Signage. The developer shall pay the costs of purchasing and installing traffic signs at each street intersection, which traffic signs and posts shall comply with the design principles and standards for signage set out in these Development Standards and the standards set out in the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Traffic signs and posts shall be of the same types throughout The River Walk CBD but need not be of the same type as used throughout the Town. Traffic signs that do not conform to the type of traffic signs used throughout the Town shall be perpetually maintained by the property-owners' association.

(i). Rear of Supermarket. If the rear of any supermarket in the CRC Community Retail Center subdistrict faces Long Prairie Road (FM 2499), signage shall be permitted to be affixed to the rear of the supermarket, notwithstanding the buffer required by Section 5.1 of these Development Standards, as shown on Figure XI-B following:

Figure XI-B



ELEVATION OF SPECIALTY GROCER & SIGNAGE WITH LANDSCAPE

(j). Signage for the CBD Itself. The following signs may be installed by owners and/or developers in The River Walk CBD:

(i) Ground signs, complying with the design principles and standards for signage set out in these Development Standards, generally at the locations shown on the Concept Plan Ground Sign Locations included in Exhibit C to this Ordinance; ground signs for the CBD can be located in the medians of public streets as shown on Exhibit C and can be located within 20 feet of the property line, so long as the ground sign does not obstruct the stopping sight distance at an intersection;

(ii) Ground signs used as project directory signs located throughout The River Walk CBD, which signs may have a listing of tenants and map on one side and a changeable message on the other;

(iii) Banner signs attached to light poles within The River Walk CBD and on light poles along Long Prairie Road (FM 2499), Cross Timbers Road (FM 1171) and Morriss Road and within twenty-five feet (25') of the proposed Hospital Drive, Central Park Avenue, Market Street (Euclid Avenue), Riverwalk Drive, Park Avenue, 1st Avenue, 2nd Avenue, 3rd Avenue, 4th Avenue, 5th Avenue, 6th Avenue or 7th Avenue, subject to Section 11.3(g) of these Development Standards; and

(iv) The signs set out above will be perpetually maintained by the property owners association.

11.3 Regulations Pertaining to Certain Types Of Signs.

(a). Off-Premises Signs; Directional Signs. Off-premises signs shall be permitted to advertise developments and businesses within The River Walk CBD, as permitted by Article XI Signage and the ground sign location exhibit.

(b). Wall Signs. Mixed use buildings that have exterior access to more than two (2) office and/or retail tenants shall be permitted more than two (2) wall signs for tenant identification, provided that the sum of the areas of all wall signs is within the maximum area of signage permitted in Section 11.2(c)(iii) hereof. The following drawing depicts multiple wall signs used for tenant identification:

(c). Window Signs.

(i) The following drawing depicts various window signs:

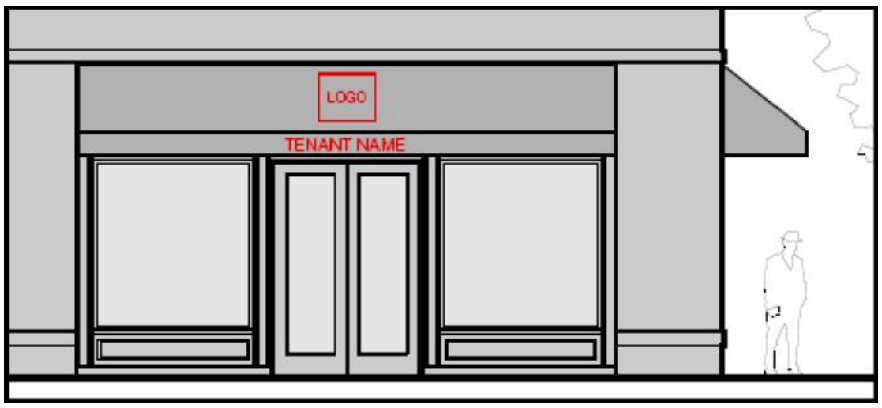
(ii) The area of window signs shall be limited to a maximum of twenty percent (20%) of the glass area per opening. This requirement applies only to those signs that are permanently fixed in the window area and does not prevent the use of temporary signs in the window area. Following is an example of the use of window signs:

(iii) Electronic reader board signs and video display signs shall be permitted as interior signs and shall be counted in the maximum area allowed set forth in clause (ii) of this subsection (c). Other types of blinking, flashing or moving signs shall not be allowed as window signs.

(iv) LED signs are allowed as window signs. These signs will count towards the standards set forth is (ii) above. The LED window signs shall be limited to one (1) sign per property and the signs shall not directly face Long Prairie Road, Morriss Road or Cross Timbers Road.

(d). Awning Signs. Awning signs shall be permitted in accordance with Section 11.2 of these Development Standards, subject to the following:

(i) The following drawing depicts a tenant awning sign:



(ii) The maximum height of lettering of an awning sign placed on the valance (vertical face) shall not exceed eight inches (8”).

(iii) One (1) logo per awning shall be permitted to be centered on the slope portion or primary face of the awning.

(iv) The total sign area for an awning shall not exceed fifty percent (50%) percent of the exterior surface area of the awning.

(v) There shall be no limitation on the typefaces that can be utilized for awning signs. Following is an example of an awning sign:

(e). Building Identification Wall Signs.

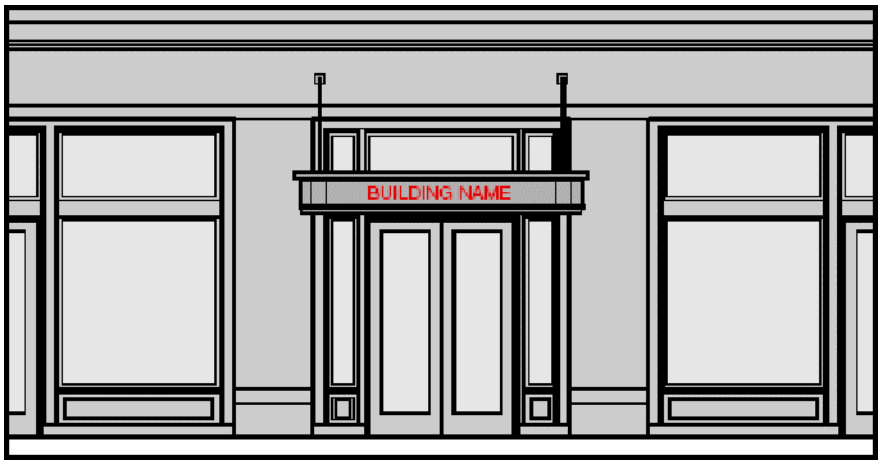
(i) Multi-building complexes and single buildings shall be allowed one building identification wall sign per each side of a building.

(ii) Sec.86-68(b)(4) of the Code of Ordinances shall apply to building identification wall signs in The River Walk CBD.

(iii) Following is an example of a building identification wall sign:

(f). Canopy Signs. Canopy signs shall be permitted in accordance with Section 11.2 of these Development Standards, subject to the following:

(i) The following drawing depicts a canopy sign:



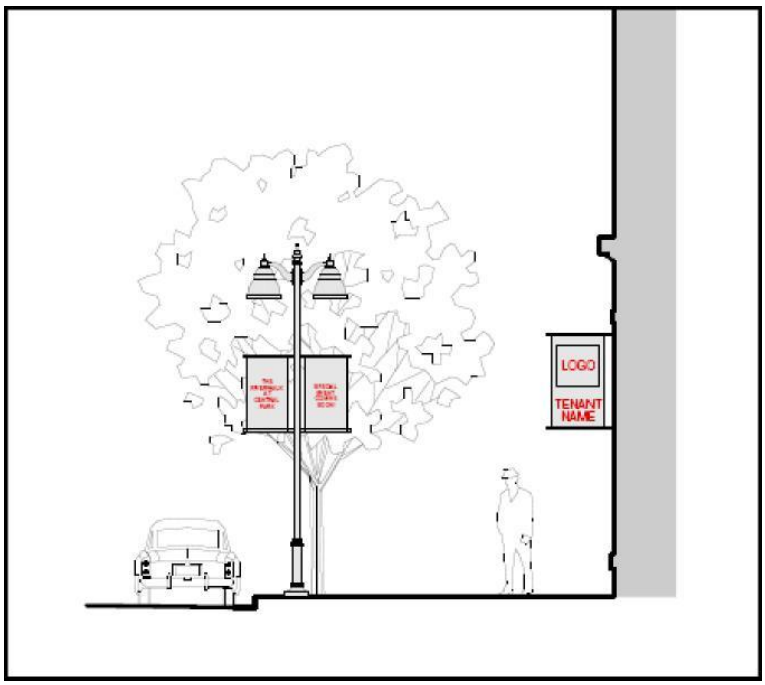
(ii) The maximum height of lettering of a canopy sign placed within a face of the canopy shall not exceed twelve inches (12”).

(iii) The maximum height of lettering of a canopy sign supported above the canopy shall be eighteen inches (18”). The following drawing depicts a tenant canopy sign supported above the canopy:

(iv) Following is an example of a canopy sign used for building identification:

(g). Banner Signs. Banner signs shall be permitted to be attached to buildings or light poles, subject to the following:

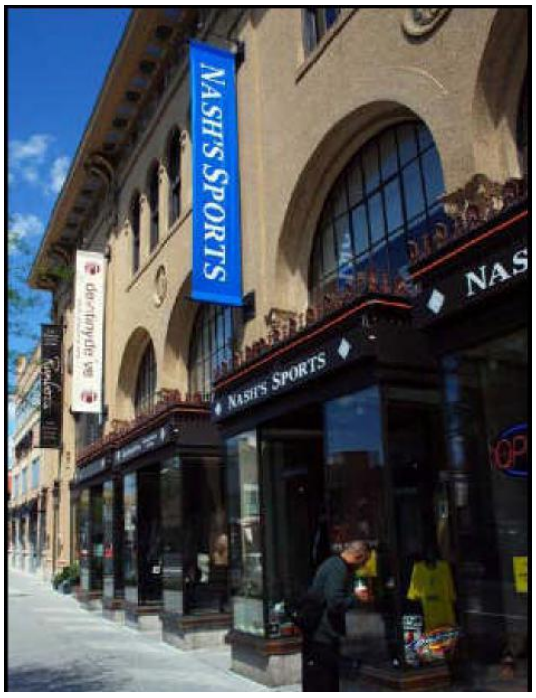
(i) The following drawings depicts various banner signs:



(ii) For signs that are attached to a building and that identify a tenant, the maximum area permitted is sixteen (16) square feet per face. The maximum height or width of lettering shall be twelve inches (12”).

(iii) For signs attached to light poles, the maximum area permitted shall be nine (9) square feet per face. The maximum height or width of lettering shall be eight inches (8”).

(iv) For banner signs identifying a tenant, the area of one face shall be included in the maximum area of signage permitted in Section 11.2(c)(iii) hereof. Following is an example of the use of banner signs used to identify tenants:



(v) Banner signs must be made of a suitable material to withstand weather and have the same image on both sides.

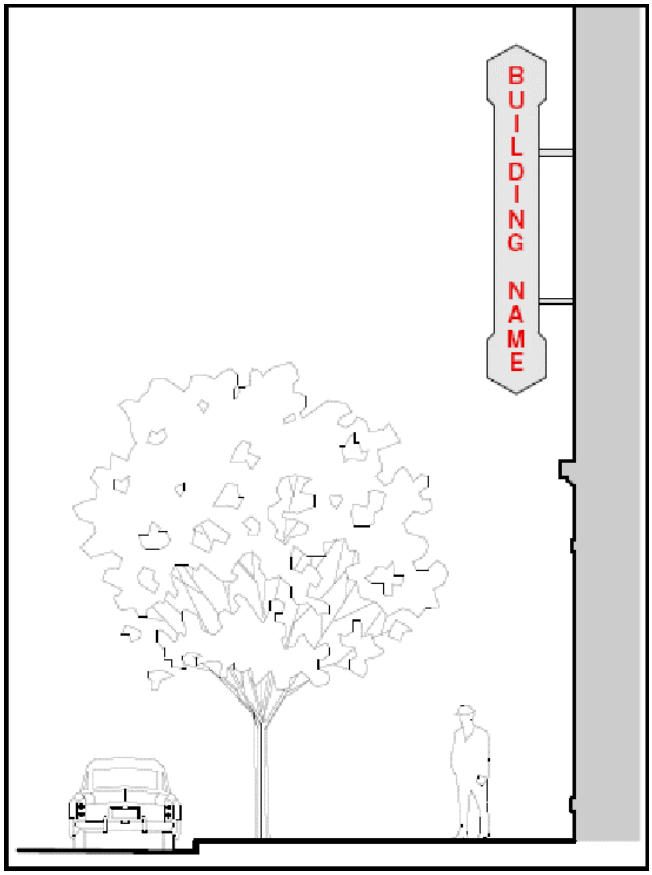
(vi) Banner signs must be supported by projecting poles at the top and bottom of the sign so as to prevent excessive movement caused by wind.

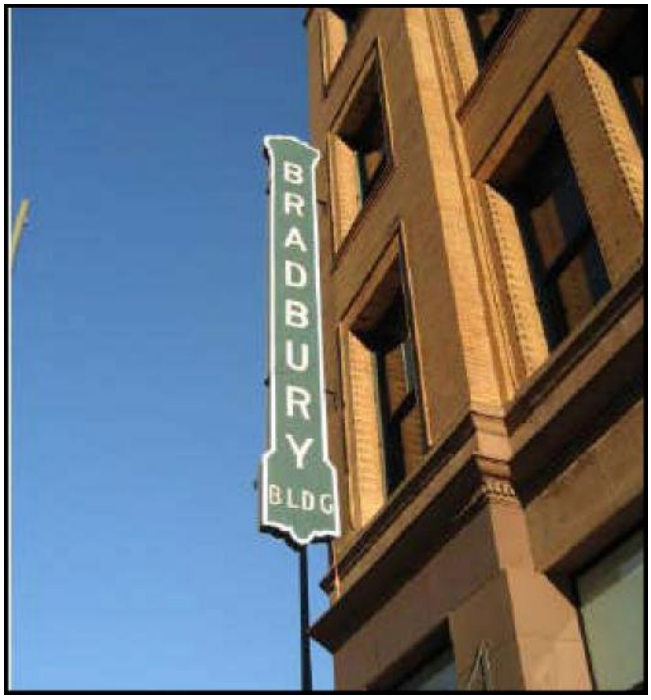
(vii) Banner signs attached to light poles may be retail banners which identify retail tenants, district banners which identify the neighborhood or district in which it is located, special event or public announcement banners which identify events or pertain to matters occurring in or with regard to The River Walk CBD or seasonal banners which identify general seasons or holidays. Following is an example of a banner sign identifying a neighborhood:

(viii) Sec. 86-107 shall not apply to banner signs pertaining to events or matters occurring in or with regard to The River Walk CBD or general seasons or holidays.

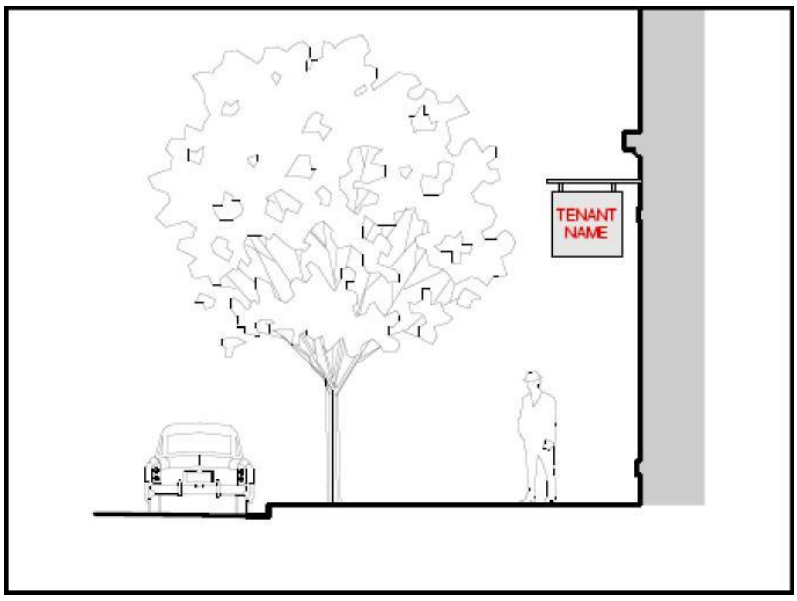
(h). Blade Signs. Blade signs shall be permitted in accordance with Section 11.2 of these Development Standards, subject to the following:

(i) The following drawing and example depict a blade sign identifying a building:


BUILDING NAME


BRADBURY
BLDG

The following drawing depicts a blade sign identifying a tenant:



(ii) For blade signs identifying a building two (2) stories or more, the maximum area permitted shall be forty (40) square feet per face. The maximum height or width of lettering shall be eighteen inches (18").

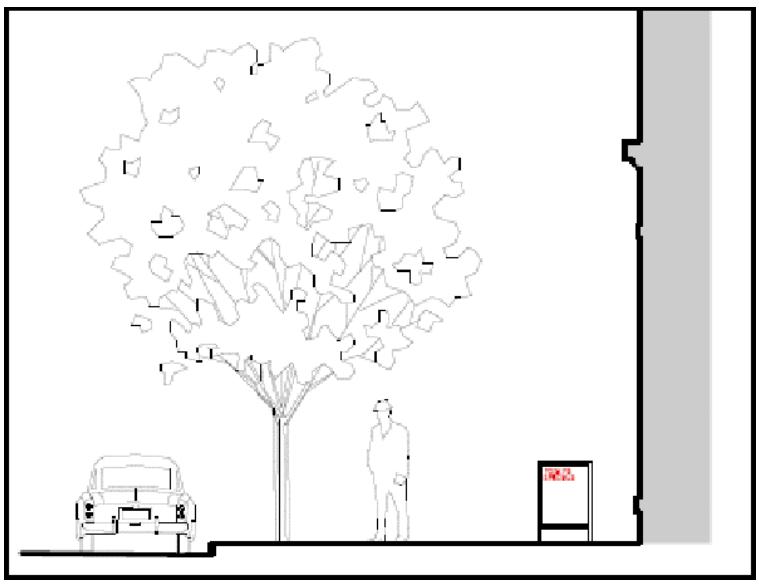
(iii) For blade signs identifying a tenant or one (1) story building, the maximum area permitted is sixteen (16) square feet per face.

(iv) For blade signs identifying a tenant, one face shall be included in the maximum area of signage permitted in Section 11.2(c)(iii) hereof.

(v) Sign supports shall not be counted in the area of the sign.

(i). Sandwich Board Signs. Sandwich board signs shall be permitted for retail uses in accordance with Section 11.2 of these Development Standards, subject to the following:

(i) The following drawing depicts a sandwich board sign:



(ii) The maximum size for a sandwich board sign shall be three and one-half feet (3.5') in height by two and one-half feet (2.5') in width.

(iii) A sandwich board sign shall be located near the entrance to business that it advertises and must not impede pedestrian traffic.

(iv) Sandwich board signs must be professionally made, be constructed of durable materials and be sufficiently weighted to prevent movement by wind or other elements.

(v) Sandwich board signs cannot be permanently attached to any object or the ground.

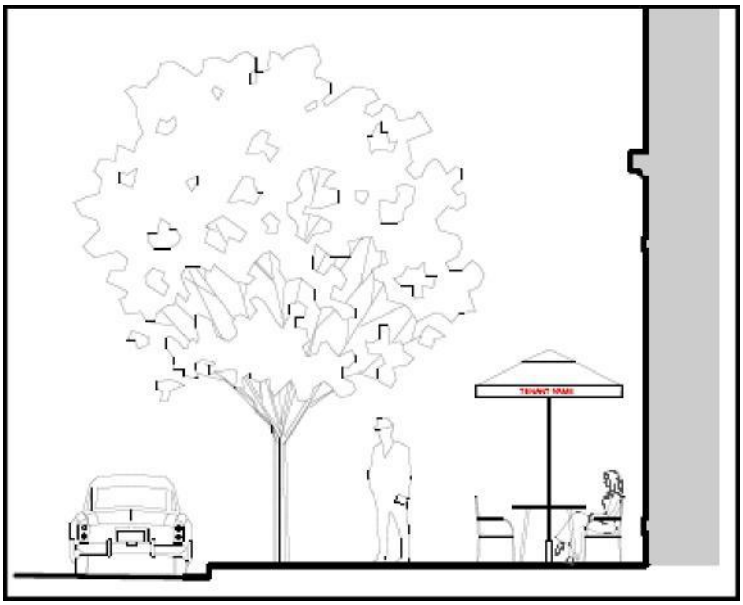
(vi) All sandwich board signs must be moved indoors during times of heavy rain or high winds and after business hours.

(vii) A sandwich board sign must be uncluttered, with a minimum of text. Logos and graphics are encouraged.

(viii) Following is an example of a sandwich board sign for a restaurant, with umbrella signs:

(j). Umbrella Signs. Umbrella signs shall be permitted for retail uses in accordance with Section 11.2 of these Development Standards, subject to the following:

(i) The following drawing depicts an umbrella sign:



(ii) The maximum height of lettering on umbrella signs shall be twelve inches (12”).

(iii) The area of all signage on an umbrella sign shall not exceed four (4) square feet per face or a total of sixteen (16) square feet.

(k). Picture Spot Signage.

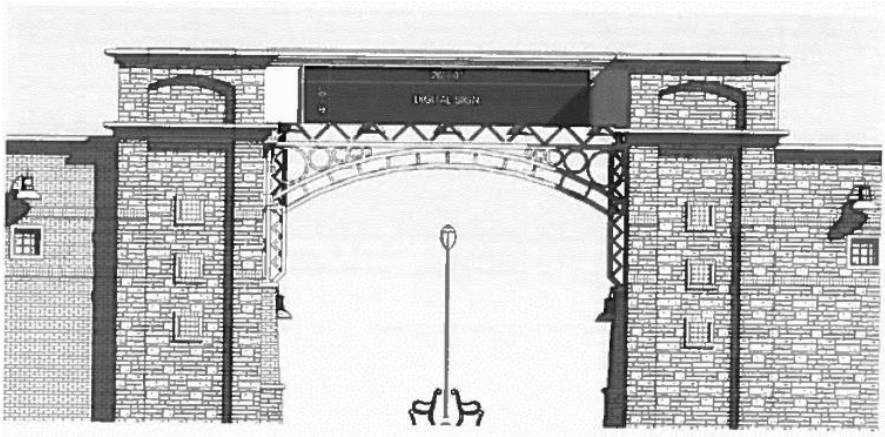
(i) A sign identifying the development with no advertising may be permitted within the development for taking pictures. The maximum height shall be 10 feet and the maximum width shall be 50 feet. These signs require approval of a zoning amendment by the Town Council showing the location and design. Following is an example of a Picture Spot sign:

(l). Wall Murals.

(i) Wall Murals. Wall murals without advertising may be permitted on non-residential buildings. These signs require approval of a zoning amendment by the Town Council showing the location and design. The following depicts a wall mural:

(m). Sign Illumination. The light source shall be continuous and uninterrupted so as not to be flashing.

(n). Electronic/ Digital Signs. Electronic or digital signs may be permitted for restaurant row and the amphitheater. Each sign shall not exceed 80 square feet in size. There shall be no more than two (2) electronic signs at restaurant row and one (1) electronic sign for the amphitheater.



11.4 Temporary Signs.

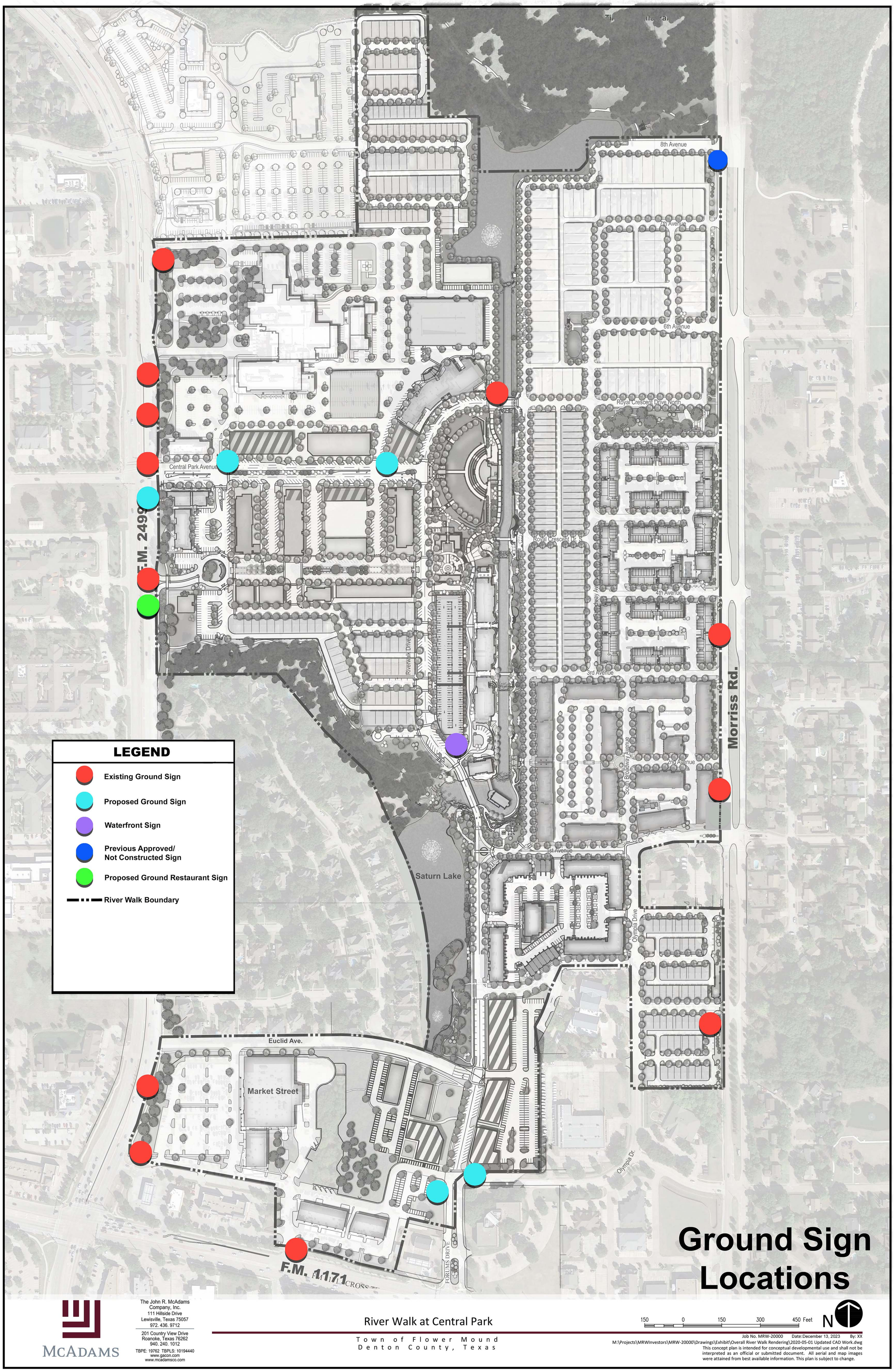
(a). Sec. 86-74(b)(2) of the Code of Ordinances shall apply to signs in The River Walk CBD advertising the sale, lease, or rental of nonresidential buildings, except that no more than one (1) sign shall be permitted per property for each street frontage.

(b). Sec. 86-74(b)(4) of the Code of Ordinances shall apply to on-premises development or project signs in The River Walk CBD, except that one (1) sign shall be permitted for tracts

containing up to five (5) acres and that additional signs shall be permitted for each additional five (5) acres comprising the tracts up to a maximum of two (2) signs per each arterial or collector street frontage. Further, signs may be erected before a record plat has been approved for the project or for the first phase, if development is to be a multiphase project.

(c). Sec. 86-74(b)(6) of the Code of Ordinances shall apply to model home signs in The River Walk CBD, except that one (1) sign advertising a model home shall be permitted per builder or developer in the subdivision and that, for multifamily buildings, one (1) sign advertising a model unit shall be permitted per building.

(d). Sec. 86-74(b)(8) of the Code of Ordinances shall apply to "coming soon" or "now open signs" in The River Walk CBD, except that (i) one (1) sign per street frontage shall be permitted for each business; (ii) one (1) additional sign shall be permitted for businesses with entrances at the Block Interior; (iii) such signs shall be limited to a maximum sign area of twenty (20) square feet for buildings or for tenant space of less than 50,000 square feet; and (iv) the maximum sign area shall be fifty (50) square feet for buildings or for tenant space of 50,000 square feet or more.



Ground Sign Locations

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

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

TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

River Walk at Central Park

Town of Flower Mound
Denton County, Texas

150 0 150 300 450 Feet

N

Job No. MRW-20000 Date:December 13, 2023 By: XX

M:\Projects\MRWInvestors\MRW-20000\Drawings\Exhibit\Overall River Walk Rendering\2020-05-01 Updated CAD Work.dwg

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