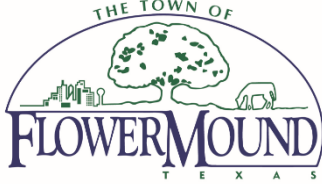


Town Council Regular Meeting



February 5, 2024
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 Jessie Guajardo

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. February 15 - Work Session
2. February 19 - Regular Meeting

J. CONSENT ITEM(S)

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

1. Minutes 1/16 & 1/18 - Consider approval of the minutes from a regular meeting held on January 16, and a work session held on January 18, 2024.
2. Call Election - Candidates - Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held May 4, 2024, for the offices of Mayor, and Town Council Place 4, establishing procedures for those elections; and providing an effective date.
3. Laserfiche Document Management Software Expansion - Consider approval of the purchase of Laserfiche records management software MCCI, LLC., in the amount of \$64,717.88 and authorization for the Mayor to execute same on behalf of the Town.
4. Stonehill Pump Station Motor Replacement - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Stonehill Pump Station Motor Replacement project, in the amount of \$209,000.00; and authorization for the Mayor to execute same on behalf of the Town.
5. CO # 3 - Waketon Rd Project - Consider approval of Change Order No. 3 for the Waketon Road project, amending the contract with Ed Bell Construction Company, to provide an increase to the contract in the amount of \$234,582.85.
6. PSA - Strategic Facilities Plan Study - Consider approval of a Professional Services Agreement with Brown Reynolds Watford Architects, for the Town of Flower Mound Strategic Facilities Plan Study, in the amount of \$94,000.00; and authorization for the Mayor to execute same on behalf of the Town.
7. Sanitary Sewer Lift Station Assessment PSA - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for sanitary sewer lift station evaluation and pump performance testing services associated with the Utility Asset Management and Utility Replacement project, in

- the amount of \$45,000.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Truck Purchases - Public Works/ULM - Consider approval of the purchase (2) 2023 Ford F550 Crew Cab 19.5 GVWR trucks with service body and full-length pipe rack per Town of Flower Mound Specifications and Vendor Quote from Silsbee Ford in the amount of \$168,617.50.
 9. Emergency Medical Service billing review and risk assessment - Consider approval of an agreement between the Town of Flower Mound and Fitch Associates, LLC to provide Emergency Medical Service (EMS) Report and Billing Compliance review and Health Insurance Portability and Accountability Act (HIPAA) Security Compliance in the amount of \$37,525.00, and authorization for the Mayor to execute same on behalf of the Town.
 10. Ambulance cot purchase - Consider approval of the purchase of a Stryker ambulance cot and Power Load System for the 2024 Ford F450 ambulance purchase from Stryker Medical in the amount of \$61,924.39; and authorization for the Mayor to execute same on behalf of the Town.
 11. Bad Dawg Tennis Contract - Consider approval for a Contractual Services Agreement with Bad Dawg Tennis to provide the services of Tennis Professional from March 1, 2024, through February 28, 2025, with renewal for up to four additional one-year terms. The Parks Board recommended approval by a vote of 6 to 0 at its February 1, 2024, regular meeting.

K. REGULAR ITEM(S)

1. Historical Commission (creation) and MOU with County - Consider approval of a Resolution to create a Historical Commission and a Memorandum of Understanding between the Town of Flower Mound, Texas and Denton County regarding the storage of historical artifacts.
2. PID Implementation Resolution - Public Hearing to consider a resolution approving the implementation of a Public Improvement District and other matters pertaining thereto.
3. Call Election - PID - Consider approval of an Ordinance ordering a Special Election on May 4, 2024, whether a Public Improvement District should be created within the corporate limits of the town, and all matters incident and related thereto.
4. Solid Waste Franchise Agreement Amendment - Public Hearing to consider adopting, on second reading, an ordinance amending an ordinance of the Town of Flower Mound, Texas which adopted a Solid Waste Franchise Agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services, in order to impose an extra yardage (EXY) fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection, including a fixed annual increase of 2.6%; and adding a Green Waste Pilot Program, at no charge to the Town which will provide for the pickup of green waste (such as brush, leaves, grass, weeds and other vegetation) from residents.
5. MU23-0003 – Lakeside DFW MU-TEN & MU-C(3) Material Text Amendment - Public Hearing to consider an ordinance for rezoning (MU23-0003 – Lakeside

- DFW MU-TEN & MU-C(3) Material Text Amendment) to amend Mixed Use District-1 (MU-1) to amend the Architecture and Building Standards, specifically Section 7.1 B. Materials, for the MU-TEN and MU-C(3) subzones in the Lakeside DFW (Lakeside Village) Development Code. The property is generally located south of Edgemere Road and west of International Parkway. (PZ recommended approval by a vote of 5 to 1 at its January 22, 2024, meeting.)
6. MPA23-0007 - Kirkpatrick Lane - Public Hearing to consider a request for a Master Plan Amendment (MPA23-0007 – Kirkpatrick Lane) to amend Section 7.0, Thoroughfare Plan, by changing the designation of Kirkpatrick Lane between Everett Drive and Garden Ridge Boulevard. (Planning and Zoning Commission recommended approval of Option 3 by a vote of 6 to 0 at its January 22, 2024, meeting. Transportation Commission recommended approval of Option 3 by a vote of 3 to 1 at its November 14, 2023, meeting.)
 7. Call Election - Charter - Discuss and consider proposed Charter Amendments and adopt an ordinance ordering a special election for May 4, 2024, to amend the Home Rule Charter of the Town of Flower Mound; designate the propositions and manner of holding such election; and provide for the posting and publication of notice.

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: February 1, 2024, at 5:30 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

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

Town Council Regular Meeting



January 16, 2024
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, remotely
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
Alicia Kreh, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
Chuck Jennings, Director of Parks and Recreation
Jaime Jaco-Cooper, Senior Programs Manager
Ray Watson, Director of Economic Development
Shelly Willson, Customer Service Manager

B. INVOCATION

Chaplain Vinson 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. National Accreditation of the Flower Mound Senior Center
Mr. Jennings provided background about the accreditation process. Ms. Jacob-Cooper gave a presentation identifying or noting:

- National Institute of Senior Centers organization background
- standards of excellence that the award was measured on by the Institute
- peer review

E. PUBLIC COMMENT

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

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

To speak to Council during public comment, please fill out a [comment form \(PDF\)](#).

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

	Speaker name and address	Subject (as written on the form)
1.	Joe Bernard, 10605 Sunrise, Flower Mound	\$40,000 wasted

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Mayor or members of Council had announcements regarding:

- Happy New Year!
- congratulations to the senior center on their accreditation
- library book sale
- mayor (re-election announcement)
- Valley Creek Leadership Academy representation
- Flower Mound Citizen's Academy representation
- Engel's term expiration, and services offered for those interested in running for office

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates

Mr. Childers had the following announcements:

- Introduction of Sarah Luxton, Senior Management Analyst
- Fleet Services received the gold designation for the DFW Clean Fleet Award from the North Central Texas Council of Governments
- Economic Development Strategic Plan - public engagement opportunity on January 30, 5:30 - 7 pm, at Central Fire Station
- Chief Wendell Mitchell Day in Bartonville
- Public Works and EOC staff efforts during the recent winter storm

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).

No future agenda item request.

I. COORDINATION OF CALENDARS

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

1. January 18 Work Session
2. February 5 Regular Meeting

J. CONSENT ITEM(S)

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

ACTION: Jim Engel moved to approve consent items J. 1 - 10 as presented in the agenda caption. Brian Taylor seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 12/18 - Consider approval of the minutes from a regular meeting held on December 18, 2023.

2. PSA - Lighthouse Booster Station Demo - Consider approval of a Professional Services Agreement with Westwood Professional Services, Inc., for the design phase services associated with the Lighthouse Booster Station Demolition project, in the amount of \$38,180.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Sale/consumption of alcohol - 2024 Independence Fest - Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2024 Independence Fest. (The Parks Board recommended approval by a vote of 6 to 0 at the December 7, 2023 meeting.)
4. Playground Replacements - Jake's Hilltop Park - Consider approval of the purchase and installation of the 2023-2024 Playground Replacements project, for Jake's Hilltop Park Playground, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$398,437.00.
5. Easement Abandonment (Bridlewood Subd) - Consider approval of an ordinance vacating and abandoning the existing 7.5-foot utility easement located along the southern property line of Lot 3, Block 42, of Belmont at Bridlewood Phase 2 Subdivision. The property is generally located south of Waketon Road and east of Kings Road.
ORDINANCE 01-24
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EXISTING 7.5-FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTHERN PROPERTY LINE OF LOT 3, BLOCK 42, OF BELMONT AT BRIDLEWOOD PHASE 2 SUBDIVISION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS WHICH LOT IS MORE COMMONLY KNOWN AS 5309 BRISTOL DRIVE, FLOWER MOUND, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING AND ASSIGNING THIS EASEMENT TO THE OWNERS OF THE FEE ESTATE; REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
6. Meter Testing, Repair, and Replacement Services - Consider approval of Service Contract 2024-6-A with UWS, Inc. to provide Meter Testing, Repair, and Replacement Services; and authorization for the Mayor to execute the same on behalf of the Town.
7. CIP Amendment No. 2 - Consider approval of Amendment No. 2 to the Fiscal Year 2023-2024 Capital Improvement Program
8. Purchase of Chevrolet Vans - Consider approval of the purchase of (2) two Chevrolet Express 3500 Vans w/ KUV Bodies for Facilities Management, which replaces Units 59200-11 & 59200-13 in the amount of \$143,109.20.

9. Campaign Treasurer Appointment - Consider approval of an Ordinance to create a process for the termination of an inactive Campaign Treasurer Appointment.
ORDINANCE 02-24
AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND AMENDING CHAPTER 1, 'GENERAL PROVISIONS', DIVISION 2 'TOWN COUNCIL'; BY ADDING A NEW SECTION WHICH READS 'TERMINATION OF CAMPAIGN TREASURER'; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
10. Ambulance Purchase - Consider approval of the purchase of a 2024 Ford F450 Frazer ambulance for the Fire and Emergency Services Department from Sterling McCall, through the Houston- Galveston Area Council of Governments Contract (H-GAC) #AM10-23, in the total amount of \$344,850.00; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. Charter Amendments - Discuss and consider possible Charter amendments.
Ms. Scott provided background information regarding previous discussions on the topic of Public-Private Partnerships. Mr. Dalton, Mr. Watson, Mr. Childers, or Ms. Kreh provided partnership examples from other Texas cities and responded to questions from Council regarding:
 - why some of the examples had voter approval and some did not
 - how many times request for PPP comes up
 - Charter language clarification as it relates to public improvements
 - possibility of having an election measure to gain public interest and if it satisfies the charter requirement
 - possibility of setting a financial threshold for PPPs

There was Council discussion regarding:

- how the Town has 380 agreements that are larger than some of the partnership examples presented
- how having the PPP election requirement may be a deterrent to quality developments that are considering Flower Mound as a site location given the time delay that goes with an election cycle

There was general Council consensus to proceed with a proposed Charter amendment to require approval of three-fourths (3/4) of the membership of the Town Council to approve public-private partnerships instead of having an election as outlined in Section 7.17 of the Town Charter.

2. ZPD23-0006 – Hopewell Gerault Industrial - Public Hearing to consider an ordinance amending the zoning (ZPD23-0006 – Hopewell Gerault Industrial) from Planned Development District No. 174 (PD-174) with Campus Industrial

District (CI) uses to Planned Development District No.199 (PD-199) with Campus Industrial District (CI) uses. The property is generally located south of Lakeside Parkway and east of Gerault Road. (PZ recommended approval by a vote of 6 to 0 at its January 8, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- conceptual site plan
- site photos
- conceptual landscape plan
- conceptual elevations
- Parkway office project
- prior Lakeside Ranch plan
- tree removal request

Applicant Presentation:

Jesus Aguayo, Kimley Horn; Don Larke, Hopewall Development

Mr Aguayo gave a presentation identifying or noting:

- site plan
- landscape plan
- renderings
- Hopewell background information and development examples

and they responded to questions or comments from Council regarding:

- why didn't the developer design around the specimen trees
- overall landscape plan and inclusion of trees
- if office space is planned within the project
- parking
- if building is being constructed on spec or for a specific tenant

Mayor France opened the public hearing for items K.2 and K. 3 at 7:11 p.m. No one spoke. Mayor France closed the public hearing for items K.2 and K.3 at 7:11 p.m.

ORDINANCE 03-24

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 CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 7.833 ACRES OF LAND AND BEING ALL OF LOTS 4R1 AND 4R2, BLOCK A, LAKESIDE RANCH

BUSINESS PARK ADDITION, DENTON COUNTY, TEXAS, FROM PLANNED DEVELOPMENT DISTRICT-174 (PD-174) WITH CI CAMPUS INDUSTRIAL DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT-199 (PD-199) WITH CI CAMPUS INDUSTRIAL DISTRICT USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Jim Engel moved to approve K.2. as presented in the agenda caption. Ann Martin seconded the motion.
AYES: Ann Martin, Jim Engel, Brian Taylor, Chris Drew
NAYS: Adam Schiestel
ABSTAIN: None
RESULT: 4 : 1

3. TRP23-0021 - Hopewell Gerault Industrial - Public Hearing to consider an application for a tree removal permit (TRP23-0021) for three (3) specimen trees on property proposed for development as Hopewell Gerault Industrial. The property is generally located east of Gerault Road and south of Lakeside Parkway. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its December 5, 2023, meeting)

ACTION: Jim Engel moved to approve K.3. as presented in the agenda caption. Brian Taylor seconded the motion.
AYES: Ann Martin, Jim Engel, Brian Taylor, Chris Drew
NAYS: Adam Schiestel
ABSTAIN: None
RESULT: 4 : 1

4. FloMo Convos - Development - Consider and discuss feedback from the development community on the most recent installment of the Town's FloMo Convos outreach meetings.

Ms. Murphy gave a presentation identifying or noting:

- background information
- participation
- event photos
- feedback received

There was Council discussion regarding the amount of detail from the feedback and interest in reviewing closer, and possibly including rank and payback investment information, as well as staff recommendations.

There was Council consensus to have a work session and a detailed discussion regarding the feedback and options presented during this FloMo convo.

5. Solid Waste Franchise Agreement Amendment - Public Hearing to consider adopting, on first reading, an ordinance amending an ordinance of the Town of Flower Mound, Texas which adopted a Solid Waste Franchise Agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services, in order to impose an extra yardage (EXY) fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection, including a fixed annual increase of 2.6%; and adding a Green Waste Pilot Program, at no charge to the Town which will provide for the pickup of green waste (such as brush, leaves, grass, weeds and other vegetation) from residents.

Ms. Willson provided background information and the purpose of tonight's item, and she clarified that no action is needed this evening.

Mayor France opened the public hearing for item K.5 at 7:29 p.m. No one spoke. Mayor France closed the public hearing for item K.5 at 7:29 p.m.

There was Council discussion regarding interest in hearing more about changing the method of collection to a material that is environmentally friendly to the landfill.

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. Discuss and consider designating the Tax Increment Reinvestment Zone No. 1 chair.

Ms. Scott provided background information and the purpose of this item, and she responded to questions from Council regarding the rules associated with the position, given the current chair (Mayor Pro Tem Engel) will be termed out in May.

ACTION:	Adam Schiestel moved to designate Jim Engel as Chair of TIRZ No. 1 effective immediately and through December 31, 2024. Brian Taylor seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS:	None
ABSTAIN:	None

RESULT: 5 : 0

M. CLOSED MEETING

Mayor France announced that the Town Council is convening into a closed meeting at 7:33 p.m., under 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 8:49 p.m. on January 16, 2024, and no action was taken on the above items.

O. ADJOURN

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session



January 18, 2024
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 (remotely)
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 (closed meeting only)
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
Joelle Hainley, Building Official
Wendell Mitchell, Assistant Chief of Police
Leticia Carter, Community and Cultural Events Manager

B. INVOCATION

Councilmember Taylor gave the invocation.

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

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

Mayor France led the pledges.

D. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item 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

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.	Ronak Patel, 1001 Long Prairie Rd	Sign ordinance
2.	Kristy Casal, 2708 Atwood Dr	Lamar Middle School sign
3.	Fred Vincent, 3933 Bordeaux Cir	Historical Commission

E. CLOSED MEETING

Administrative Note: The closed meeting was conducted after public comment on this agenda.

Mayor France announced that the Town Council is convening into a closed meeting at 6:09 p.m., under Texas Government Code Chapter 551, including but not limited to, Sections 071, 072, 074, and 087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations as follows:

1. Consultation with Town Attorney.
 - a. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development
 - b. 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.

F. RECONVENE

The Town Council reconvened into an open meeting at 6:31 p.m. on January 18, 2024, and no action was taken on the above items.

G. WORK SESSION ITEM

1. Presentation by Peggy Riddle, Director, Denton County Office of History & Culture

Ms. Riddle provided input on how the County could partner with the Town and the Historical Commission members.

There was Council consensus to proceed with bringing forward a Memorandum of Understanding between the Town and Denton County.

2. Discussion and direction regarding the Town's sign regulations

Ms. Hainley gave a presentation on the following potential updates to sign regulations, and she or Ms. Murphy, or Mr. Dalton responded to questions for each.

Regulation	Council Feedback
End or corner tenant signage	Allow for it; however, with protection such as restrictions for those that are adjacent to residential.
Large real estate sign renewals	Allow for annual renewal for large real estate signs
Awning or canopy signs	Acceptable to defining awning and canopy signs individually, and font clean up.
Masonry border - ground signs	Not remove the requirement for masonry; however, allow for some flexibility regarding masonry (i.e. 30 - 40%)
School district signage	a) Championship or recognition flags on some interior light poles are acceptable with some restrictions on locations (closer to the interior of the property) as well as quantity; however, with no advertising or sponsorship

	b) Acceptable to the use of digital signage; however, not for those adjacent residential; concerns regarding color of text, flashing components, etc. Interested in limiting the hours as well. Concerns regarding the use of digital signs at elementary schools given most of them are in neighborhoods.
Subdivision entry signage	Concerns regarding the use of free standing signs (message boards) for HOAs given many of them are located next to homes and there are other communication options available; however, would be open to having an application process. The size of the sign would also need to be smaller.
Registration requirements	For licensing of sign installers, acceptable to allowing business owners to put up their own signs. They would still need to apply for a permit, but they simply wouldn't need to pay a registration fee and register as a sign contractor.
Ordinance clean up	Acceptable to the following clean up items: a. Compresensitive sign package (CSP) - changing language to say "including" instead of "other than a" in section 86-44 of the CSP. b. Section 86-68 (a)(4) - remove text of "Wall signs used for identification of residential subdivision shall not exceed 32 square feet in sign area". c. Section 86-68(a) (8) relocate to the appropriate section d. Section 86-67(b)(1) add subsection language and remove (d) for comprehension reasons e. Section 86-68(b) (3) - nonresidential buildings (other) add "on the side wall" language f. Section 86-68(b)(4) - building identification wall sign clarification; and typo correction g. Section 86-73 (b)(8) coming soon to say "and" instead of "or"

3. Discussion and direction regarding public art and murals within the Town of Flower Mound.

Mr. Walton and Ms. Carter gave a presentation identifying or noting:

- Brief history
- Public art overview
- Public art on public property options

- Public art on private property and use of a public art master plan

and Mr. Walton indicated that staff is seeking direction from Council regarding the use of public art in parks and programming.

Ms. Murphy gave a presentation on the topic of public art on private property, identifying or noting:

- Definition of signs
- Comprehensive sign package - works of art; wall murals

Mr. Childers summarized that the direction from Council is to allocate funds annually for static art installations initially; however if it gains momentum consideration will be given for a master plan to help guide where art will be placed. Ms. Murphy clarified that a comprehensive sign package could be used for murals.

4. Discussion with Town Council and Staff on the implementation of Axon Fleet 3 Automated Reader technology.

Mr. Childers provided background information and Assistant Chief Mitchell noted the purpose of this item is to discuss the activation of the Axon Fleet 3 Automated Reader technology. He pointed out the functionality of the technology, including data security and retention, as well as how it would be used in town.

Council was acceptable to the use of the technology, mainly for the officer safety aspects it brings. Council was agreeable to a pilot program that would include eight vehicles initially, for 180 days, and with a 2-week retention period, with the understanding there would be a policy document available for Council discussion in a month. There was also interest in in-service-only uses.

H. ADJOURN

Mayor France adjourned the work session at 9:17 p.m. on January 18 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: February 5, 2024
FROM: Theresa Scott, Town Secretary
ITEM: **Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held May 4, 2024, for the offices of Mayor, and Town Council Place 4, establishing procedures for those elections; and providing an effective date.**

BACKGROUND: The Town's General Election will be held on the first Saturday in May in accordance with state law. The Mayor and Councilmember Place 4 shall be elected at the General Election, and each for a three-year term.

The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton and Tarrant County. The proposed Resolution calls for the May 4, 2024, election, and establishes the procedures for the election.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$ 21,100

Proposed Expenditure/(Revenue)
\$21,100

Account Number(s):
100-610-10300-5110

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

ATTACHMENTS:

1. Calling Election Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. __-24

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 4, 2024, FOR THE OFFICES OF MAYOR AND TOWN COUNCIL PLACE 4; ESTABLISHING PROCEDURES FOR THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 41.001 of the Texas Election Code (the “Code”) specifies that the first Saturday in May shall be a “uniform election date” and that a general election of a town may be held on such day; and,

WHEREAS, state law and the charter of the Town of Flower Mound require that a general election be held; and,

WHEREAS, by this Resolution, it is the intention of the Town Council to officially call the general election and establish the election procedures for that election;

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

SECTION 1

GENERAL ELECTION CALLED. A general election shall be held in the Town of Flower Mound, Texas, on Saturday, May 4, 2024, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officers will be elected:

MAYOR – For a three-year term ending May, 2027.

COUNCIL MEMBER, PLACE 4 – For a three-year term ending May, 2027.

Additionally, voting shall be conducted at the following locations:

Denton County:

1. Flower Mound Community Activity Center, 1200 Gerault Rd, Chill Zone, Flower Mound, Texas 75028
2. Flower Mound Senior Center, 2701 West Windsor Dr, Flower Mound, Texas 75028 (Early Voting: Armadillo Room) (Election Day: Ballroom C)

Tarrant County

3. Grapevine Public Library, 1201 Municipal Way, Grapevine, 76051

The above locations are subject to change per the Denton or Tarrant County Agreements.

SECTION 2

APPLICATION FOR A PLACE ON THE BALLOT. Any eligible and qualified person shall have their name printed upon the official ballot as a candidate for the offices herein set forth by filing their sworn application with the Town Secretary not earlier than January 17, 2024, and not later than 5:00 p.m. on February 16, 2024. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 3

AGREEMENT WITH DENTON AND TARRANT COUNTIES. Prior to the election, the Town anticipates that it will enter into an agreement for election services with Denton and Tarrant Counties. The Mayor is hereby authorized to execute agreements with Denton County and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Code and other applicable statutes and laws.

SECTION 4

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES. Election judges for the general election shall be appointed by Denton County and Tarrant County, respectively, as authorized by Chapter 271 of the Code.

SECTION 5

(a) **EARLY VOTING- DENTON COUNTY.** The Denton County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Denton County Joint Election Agreement ("Denton Agreement").

- (1) Early Voting by personal appearance shall be conducted beginning on April 22, 2024, and continuing through April 30, 2024, at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas, 76208, on the following days and times:

Date	Time
Monday, April 22 – Saturday, April 27	8:00 a.m. – 5:00 p.m.
Sunday, April 28	8:00 a.m. – 5:00 p.m.
Monday, April 29 – Tuesday, April 30	7:00 a.m. – 7:00 p.m.

Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the Denton Agreement. If there is any discrepancy between this resolution and the Denton Agreement as to early voting locations or times, the Denton Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton, Texas, 76202; Website: www.votedenton.gov; Phone: 940.349.3200; Fax: 940.349.3201; email: elections@dentoncounty.gov to be received not later than the close of business on April 23, 2024. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Denton Agreement.

(b) **EARLY VOTING - TARRANT COUNTY.** The Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement ("Tarrant Agreement").

- (1) Early Voting by personal appearance shall be conducted beginning on April 22, 2024, and continuing through April 30, 2024, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas, 76111, on the following days and times:

Date	Time
Monday, April 22 – Friday, April 26	8:00 a.m. – 5:00 p.m.
Saturday, April 27	7:00 a.m. – 7:00 p.m.
Sunday, April 28	10:00 a.m. – 4:00 p.m.
Monday, April 29 – Tuesday, April 30	7:00 a.m. – 7:00 p.m.

Any eligible Tarrant County Registered Voter may cast their vote at any additional early voting location throughout Tarrant County as established by the Tarrant Agreement. If there is any discrepancy between this resolution and the Tarrant Agreement as to early voting locations or times, the Tarrant Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas, 76111; Website: www.tarrantcountytexas.gov; Phone: 817.831.8683; Fax: 817.831.6118; Email: votebymail@tarrantcountytexas.gov to be received not later than the close of business on April 22, 2024. The

Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Tarrant Agreement.

(c) Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The Presiding Election Judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The Presiding Election Judge, or the Alternative Election Judge, in the absence of the Presiding Election Judge, and the election clerks shall constitute the Early Voting Ballot Board to process early voting results from the election. The Presiding Election Judge and the Alternate Election Judge must be eligible to serve in accordance with state law, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 6

(a) **METHOD OF VOTING - DENTON COUNTY.** Voting in Denton County shall be conducted using Denton County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

(b) **METHOD OF VOTING - TARRANT COUNTY.** Voting in Tarrant County shall be conducted using Tarrant County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

SECTION 7

GOVERNING LAW AND QUALIFIED VOTERS. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

SECTION 8

PUBLICATION AND POSTING OF NOTICE OF ELECTION. Notice of the election shall be published in accordance with Chapter 4 (Sec 4.003) of the Code.

SECTION 9

RUN-OFF ELECTION. In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on June 15, 2024.

SECTION 10

NECESSARY ACTIONS. The Mayor and the Town Secretary, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____ ON THIS THE 5TH DAY OF FEBRUARY, 2024.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: February 5, 2024
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider approval of the purchase of Laserfiche records management software MCCI, LLC., in the amount of \$64,717.88 and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town is currently utilizing outdated records management software which has been in use for over 20 years. The current software no longer meets the needs of the Engineering and Public Works departments. The current software is non-intuitive and lacks necessary search and storage features, making document retrieval a cumbersome process. Additionally, the system demands continuous attention due to recurring login issues and server crashes. The implementation of Laserfiche is proposed to address these shortcomings and enhance the overall efficiency and reliability in records management. The Town of Flower Mound has already successfully employed Laserfiche in the Town Secretary Office, with positive experiences. This proposed transition to Laserfiche not only addresses the identified software deficiencies but also establishes a consistent records storage platform throughout the Town.

The purchase of the Laserfiche software was a Decision Package approved as part of the FY23-24 budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$64,717.88

Proposed Expenditure/(Revenue)
\$64,717.88

Account Number(s):
200-690-93000-5130

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

ATTACHMENTS:

1. Laserfiche Expansion Agreement

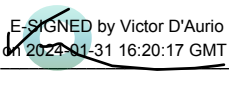
DRAFT MOTION: Move to approve as presented in the agenda caption.

LASERFICHE EXPANSION ORDER

Quote 30273 (the "**Order**") is entered into as of _____, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Master Agreement and made a part thereof. If there is any conflict between a provision of the Master Agreement and this Order, the Master Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their respective duly authorized representatives as of the Order Effective Date.

MCCi, LLC ("MCCi")

E-SIGNED by Victor D'Aurio
Signed:  on 2024-01-31 16:20:17 GMT
Name: Victor D'Aurio
Title: Chief Operating Officer
Date: January 31, 2024

TOWN OF FLOWER MOUND ("Client")

Signed: _____
Name: _____
Title: _____
Date: _____

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Accounts Payable
Accountspayable@Flower-Mound.com
Ship to: Jose Mendez
jose.mendez@flower-mound.com
cc AP Contact: Accountspayable@Flower-Mound.com

Client Name: Town of Flower Mound
Client Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Quote Number: 30273
Order Type: Expansion

Quote Date: January 30, 2024

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Total</i>
<u>CONTENT SERVICES SOFTWARE LICENSING FOR AVANTE</u>				
☒ Laserfiche Avante Named Full User with Snapshot and Email	3	\$500.00	\$465.00	\$1,395.00
☒ Laserfiche Avante Starter Audit Trail	3	\$50.00	\$46.50	\$139.50
<i>Laserfiche Software Subtotal</i>				<i>\$1,534.50</i>
GRAND TOTAL - ONE-TIME SOFTWARE				<i>\$1,534.50</i>

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Annual Total</i>
<u>LASERFICHE ANNUAL SOFTWARE SUPPORT - PREMIUM</u>				
☒ Laserfiche Avante Named Full User with Snapshot and Email	3	\$150.00	\$135.00	\$405.00
☒ Laserfiche Avante Starter Audit Trail	3	\$15.00	\$13.50	\$40.50
<i>Laserfiche Annual Recurring Software Support Subtotal</i>				<i>\$445.50</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				<i>\$445.50</i>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Total</i>
MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK				
☒ Migration of Alchemy Documents to Laserfiche and Engineering Deployment <i>Please see detailed Exhibit A: Statement of Work (SOW).</i>	1	\$69,750.00	\$66,262.50	\$66,262.50
Professional Services Subtotal				\$66,262.50
☒ Service Level Agreement Client Discount		(\$3,487.50)		(\$3,487.50)
GRAND TOTAL - ONE-TIME SERVICES				\$62,775.00
☒ Laserfiche Recurring Annual Support Proration for 11 Months				(\$37.13)
TOTAL LASERFICHE PROJECT COST				\$64,717.88

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Professional Services: Statement of Work	Defined in Statement of Work

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) as such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then-current policy
- Continued access to Client's Laserfiche solution*

** Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid, and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then-current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permissible due to the timing of renewal invoicing).

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.

- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

Exhibit A:

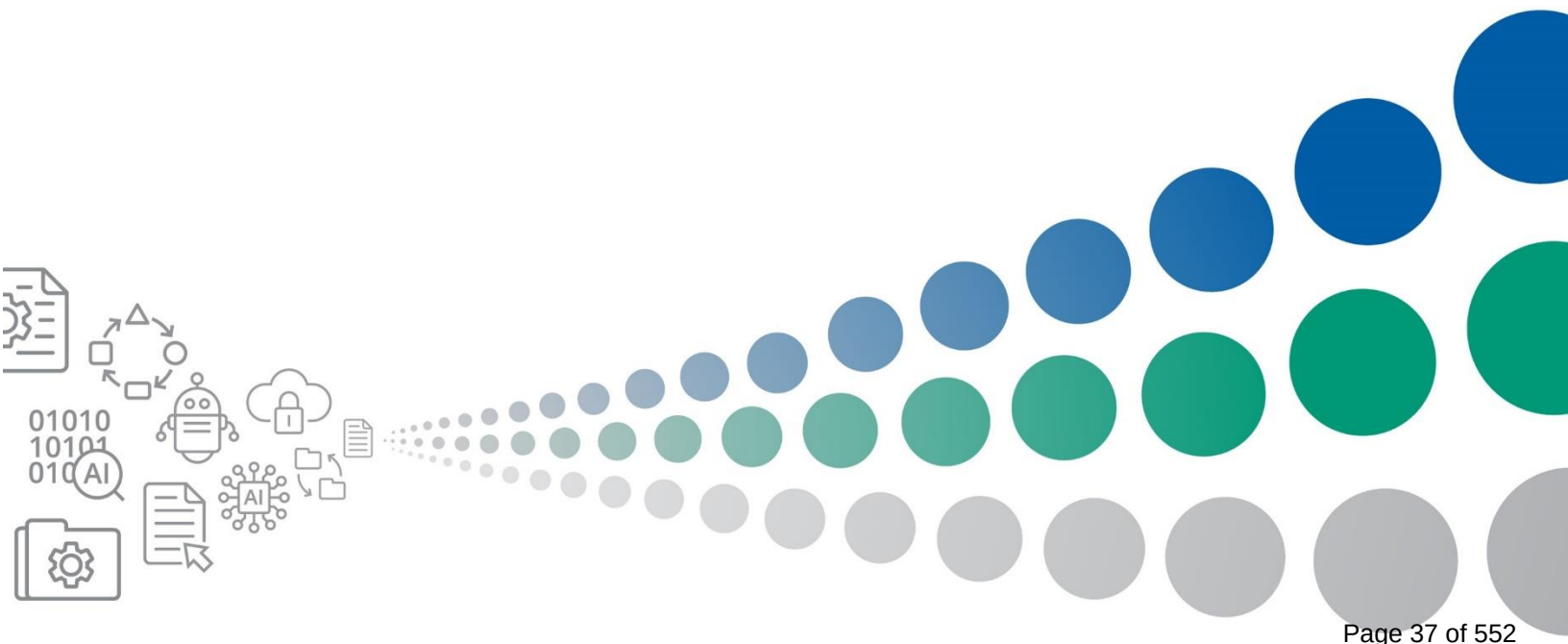
Statement of Work

Town of Flower Mound

Migration of Alchemy Documents to Laserfiche and Engineering Deployment

Issued: January 31, 2024

Valid for 30 days



STATEMENT OF WORK ("SOW")

This Statement of Work (including appendices hereto, the ("SOW") is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

BACKGROUND

Client currently has electronic records in an Alchemy system which operates on SQL database engine as the backend. This data contains images and/or electronic documents, which the Client would like to have migrated, indexed and integrated into their Laserfiche system. This process will cover the initial conversion of images and PDFs to Laserfiche, condensing multiple related images into single Laserfiche documents; further processing such as converting the documents to PDFs will be done afterward.

PROJECT OBJECTIVES

- Project Kickoff and Staging
- Upgrade to LFDS Installation for Avante System
- Install and Configuration of PowerPack
- Alchemy Data Conversion to Laserfiche
- Filing Workflow Configuration for Engineering Documents
- Alpha Testing and User Acceptance Testing
- User Training for Engineering Users
- Solution Acceptance and Project Close Out
- 30-Day Post-Implementation Configuration Assistance

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PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
Migration of Alchemy Documents to Laserfiche and Engineering Deployment	TBD	Mike Collier

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Douglas Baker	Senior Software Engineer	dbaker@mccinnovations.com	850-701-0725
Nathan Whicker	Lead Solutions Architect	nwhicker@mccinnovations.com	800-342-2633 ext. 1564

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Gary Bertagnolli	Director, Information Technology	Gary.bertagnolli@flower-mound.com	(972) 874-6051

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Gary Bertagnolli	Director, Information Technology	Gary.bertagnolli@flower-mound.com	(972) 874-6051
Robert Pegg	Assistant Director of Engineering	Robert.pegg@flower-mound.com	(972) 874-6312

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MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
#1: Project Kickoff and Project Staging	Project Kickoff: MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc. Remote Access Set Up for MCCi Project Team: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols. Creation of Asana Project: MCCi Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through Asana and provide access to Client's project team.
#2: Project Discovery and Requirements Gathering	MCCi will complete requirements gathering with client stakeholders to services and deliverables specific to Milestone(s) #3 - #8.
#3: Upgrade to LFDS Installation for Avante System	MCCi's Upgrade to LFDS Installation Package is designed to upgrade a Client's system from repository authentication to using directory server authentication. This includes migrating repository user accounts and groups to directory server and configuring existing Laserfiche web products to use directory server authentication. CLIENT DELIVERABLES - Provide Microsoft Windows Server that meets Laserfiche system requirements - Acquire, install, and set up TLS Certificates that meet Laserfiche requirements - Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory) MCCI DELIVERABLES - Install and configure LFDS in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) - Migrate repository user accounts and groups to LFDS - Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) - Perform basic software deployment testing EXCLUSIONS MCCi is not responsible for the following: - Adding new users, creating new groups, access rights, and security - Setting up external DMZ - Installing and configuring Failover Clusters or Load Balancing - Migrating existing Laserfiche environment/applications to new environment - Configuring Identity Providers other than native Active Directory ASSUMPTIONS - Client's Laserfiche application server is on Laserfiche Version 10.4.1 or later - Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers - Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail. - Repository user accounts can be migrated using the User Account Migration tool. If the tool is not able to be used, a change order may be needed.

#4: Laserfiche PowerPack by MCCi Installation and Configuration	MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack. CLIENT DELIVERABLES - Provide a dedicated Laserfiche named user license for PowerPack to utilize MCCi DELIVERABLES - Install PowerPack components on a single server (workflow custom activities will be installed on the workflow server) - Configure one OCR Scheduler schedule - Install PDF and Microsoft Office iFilters - Provide one (1) remote overview training for up to one (1) hour EXCLUSIONS MCCi is not responsible for the following: - Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCR'd) - Running OCR on files in Laserfiche record series - Creating workflows ASSUMPTIONS - PowerPack is whitelisted with Client's antivirus software. - Client environment supports the latest Laserfiche SDK runtimes. - Microsoft Visual C++ 2015 Update 3 is installed and configured on Client system. - Microsoft .NET Framework 4.8 is installed and configured on Client system. - Laserfiche Workflow 10.2 or later is installed and configured on Client system. - Laserfiche Server 10.2 is installed and configured on Client system.
#5: Alchemy System Data Conversion to Laserfiche	Milestone Description: MCCi will work with the Client to migrate the images/files and associated metadata from Client's Alchemy document repository over to Laserfiche. CLIENT DELIVERABLES: - Client will provide Alchemy system administrator(s) to provide back-end access and system configuration as needed throughout the duration of the project. - Client will provide departmental subject matter experts for consultation of data structure throughout the duration of this project. - Client will provide unattended access to Alchemy and Laserfiche environments for the duration of this project. MCCi DELIVERABLES: Template and Folder Mapping - MCCi will work with the client to map data from the legacy system to Laserfiche folders and templates Sample Run - MCCi will perform a sample run with a subset of data to verify the accuracy and esthetics of the template mapping. Data Migration - MCCi staff will perform the data migration and deliver to the client their indexed and migrated documents in a format that can be imported into Laserfiche. MCCi staff will assist/perform the importing of these documents into the clients Laserfiche system. Items covered: - Build/configure custom utility used to facility migration - Migration code fixes for anomalies within the documents and data outlined

	- Volume consistency check/quality control Data Sampling & Testing - MCCi will conduct testing on completed migration to verify accuracy before requesting sign-off from the client.
#6: Filing Workflow Process for Documents Received from Alchemy	MCCi will create a Filing Workflow process to index and file documents from the eDOCS System within the Client's Laserfiche Repository. CLIENT DELIVERABLES - Determine the metadata values required for filing documents to the storage location. - Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata MCCi DELIVERABLES - Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types) - Rename documents and route to appropriate folder structure - Create up to three (3) Laserfiche templates and up to seven (7) fields per template - Provide requirements gathering - Set root-level security - Conduct half-day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team - Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful EXCLUSIONS MCCi is not responsible for the following: - Configuring business routing logic - Restructuring metadata - Determining Records Management settings - Cleaning up existing documents - Configuring automated security
#7: Alpha Testing and User Acceptance Testing (UAT)	MCCi will complete Alpha testing of the delivered solutions to ensure they function based upon the outlined design. Client Testing Team will execute User Acceptance Testing (UAT). Client is responsible for fully testing configurations prior to going live. Client will have 2 weeks (10 business days) to complete UAT.
#8: Laserfiche User Training – Basic (Remote)	Milestone Description: User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client. BASIC – Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others - Import Options - Laserfiche Scanning - Search and Retrieval

	▪ Metadata Reports ▪ Export Options ▪ Annotations Tools ▪ Templates & Fields ▪ OCR and Generating Text CLIENT DELIVERABLES ▪ Have a license available for each attendee participating in the training ▪ Provide the requisite IT resources MCCI DELIVERABLES ▪ Provide Laserfiche User training according to the level of package purchased ▪ Provide training for up to six (6) users per session
#9: Solution Acceptance & Project Closeout	Client will go fully live with the system and configured processes. A formal wrap-up call will be held to transition Client to their MCCi Account Management and Support team.

EXCLUDED

GENERAL

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining a backup and recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi is not responsible for anything not expressly included in this SOW.

DATA MIGRATION

- MCCi is not responsible for the accuracy of existing indexing data and/or image quality, such as errors on the media, image file corruption, data file corruption, orphaned records, encrypted data, non-supported proprietary formats, or other errors that are not controllable by MCCi.
- Due to the vast differences in how document management systems handle sticky notes, redactions and annotations, data migration services do not include migration of sticky notes or any other redactions and annotations from the legacy system to Laserfiche, unless otherwise stated in this SOW.
- MCCi is not responsible for maintaining a copy of the original data, or a copy of the converted data.
- OCR is not included. Client will be able to OCR the records internally once the migration process is complete.
- Documents from the legacy system will be migrated into Laserfiche. No conversion of data types or removal of document wrappers will be completed during the migration process unless specifically stated in this SOW. Files that are encrypted will not be migrated.

SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering

business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.

- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi's technical team will be provided unattended remote access to Client's applicable servers during the duration of the project outlined in this SOW.

DATA MIGRATION

- Migrations will be performed via direct hard-drive to hard-drive or server to server connection for optimal performance results. Migrations performed by any indirect transfer method are anticipated to take significantly longer (speed and duration variation cannot be estimated as part of a Level 1 scoping effort).
- Users will not add new records to the existing system once migrations commence.
- Users will not work with existing records in the existing system once migrations commence.
- Records to be migrated during the execution of differential migration(s), if included in this SOW, will be made available and immediately identifiable by Client's development team and project teams. It is assumed that an extraction query for the identified modify date will be available for use by MCCi's development team to execute migration efforts in the same manner as the original full data migration(s).
- Integrations designed to display records (including public records) may not be functional or fully available during the process of the full data migration effort, as records will exist in only one of two systems at full capacity until all migration efforts are completed and validated.
- Data migrations will not include any custom software development.
- Security design and implementation is subject to full data accessibility between the Laserfiche system and desired active directory (AD) groups and administration, as well as other network infrastructure limitations and capabilities.
- Client will provide necessary hardware to store/process migration data.
- If indexing is desired and not currently contained within the electronic data migrated, Client is required to provide MCCi with a database (in a format accepted by MCCi and approved in this scope) of indexing information which would be used to auto populate template fields. Additionally, the index data must be associated with the documents via unique identifiers or pointers.
- Due to the vast differences in how document management systems handle security and file access, the migrated data will not retain any of the previous system security from the former document management

system. Client is responsible for applying the necessary security and access control to the migrated data in Laserfiche. Prior to providing end user access, Client is responsible to verify that all migrated data has had the proper security applied, including view/write access and redactions (if utilized), which is consistent with Client's existing Laserfiche security policy.

- After completion of the project, MCCi will purge all data and records received and hosted associated with migration services outlined in this SOW.

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ROLES & RESPONSIBILITIES

SENIOR PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project. Senior Project Manager will be PMP Certified or equivalent experience.

PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

SYSTEM ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

DEVELOPER

Responsible for the design, development, coding, testing, and debugging of applications.

SOLUTIONS ARCHITECT

Responsible for evaluating a client's business needs and determining how MCCi can support them by leveraging our expertise and technology solutions.

SENIOR SOLUTIONS ARCHITECT

Responsible for evaluating a client's business needs and determining how MCCi can support them by leveraging our expertise and technology solutions. Senior Solutions Architects have 6+ years of experience in this role.

SOLUTIONS ENGINEER

Responsible for evaluating a client's business needs and determining how MCCi can support them by leveraging our expertise and technology solutions.

PROJECT COORDINATOR

Responsible for facilitating projects through communication, documentation, scheduling, and other coordination activities.

PROGRAM MANAGER

Responsible for overseeing overall engagement and relationship success through project review, resource management and assistance, stakeholder escalation, roadmaps, and other program management activities.

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BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Upon Client Acceptance of the Following Deliverables and/or Completion of the Milestone	Invoice Amount
Kick Off & Achievement of Milestones 1 & 2	\$5,366.25
Achievement of Milestones 3 & 4	\$5,062.50
Achievement of Milestone 5	\$35,133.75
Achievement of Milestones 6 & 7	\$13,770.00
Project Close & Achievement of Milestones 8 & 9 - Final Acceptance	\$3,442.50
Total:	\$62,775.00

If either the Client or MCCi cancels any or all services in accordance with the Master Agreement, MCCi may invoice Client for a pro-rated share of the uncompleted work/milestone(s) for services actually performed through the effective date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same. It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	victor@mccinnovations.com



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

DATE: February 5, 2024
FROM: Blake Hummel, Senior Project Engineer
ITEM: **Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Stonehill Pump Station Motor Replacement project, in the amount of \$209,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Stonehill Pump Station Motor Replacement project includes improvements to the existing Stonehill Pump Station site east of Stonehill Farms Parkway and south of FM407. The current motors and associated electrical components have reached their useful life, are obsolete, and are experiencing maintenance and performance deficiencies. The proposed improvements currently include swapping one existing reduced voltage soft starter with a variable frequency drive, replacing two existing reduced voltage soft starters and variable frequency drives, upgrading the existing backup battery charging system, replacing main utility breakers and electronic relays in the medium voltage switchgear.

The scope of the Professional Services Agreement includes the preparation of design survey/3D scanning, design plans, contract specifications, construction phase services and record drawings.

The engineer's opinion of probable cost is \$2,760,000.00. Construction is estimated to begin Fall of 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The decision to not approve the proposed Professional Services Agreement for design would postpone the required updates and upgrades to the Stonehill Pump Station site.

FISCAL IMPACT: \$209,000.00

Proposed Expenditure/(Revenue)
\$209,000.00

Account Number(s):
630-960-96024-6070

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. Form 1295 (For Internal Use Only)
2. Professional Service Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN and ASSOCIATES, INC.**

This contract is entered into on this 5th day of February, 2024, 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 **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Stonehill Pump Station Motor Replacement project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Stonehill Pump Station Motor Replacement project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Two Hundred Nine Thousand and No/100 Dollars (\$209,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment "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 supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate.

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:

Blake Hummel, P.E., CFM
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT

OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONSULTANT OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

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

XIV.
Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX. **Notice Information**

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

Blake Hummel, P.E., CFM
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 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:

Kyle Sanderson, P.E.
Associate
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
972-770-3033 Telephone
Kyle.sanderson@kimley-horn.com

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

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

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

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Kimley-Horn and Associates, Inc.

By: Bradley J. Hill
Name: Bradley J. Hill
Title: Regional Contract Lead

Date Signed: December 5, 2023

State of Texas §
 §
County of Tarrant §

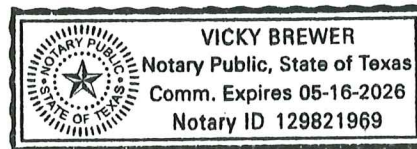
This instrument was acknowledged before me on the 5 day of December,
20 23, by Bradley J. Hill in his capacity as Regional Contract Lead of
Kimley-Horn and Associates, Inc., a North Carolina Corporation, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged that he
executed the same on behalf of and as the act of Kimley-Horn and Associates, Inc..

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5
DAY OF Dec., 20 23.

Vicky Brewer
Notary Public, State of Texas

My Commission Expires:

05/16/2026



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Stonehill Pump Station Motor Replacement

PROJECT UNDERSTANDING

This project consists of the design of improvements at the existing Stonehill Pump Station. The Stonehill Pump Station consists of 5 – 700 horsepower medium voltage pump and motors. More specifically, the project will consist of the following:

- Replace the existing reduced voltage soft starter (RVSS) for Pump No. 4 with a variable frequency drive (VFD).
- Replace the existing RVSS for Pumps Nos. 1 and 3 with new RVSS.
- Replace the existing VFDs for Pumps Nos. 2 and 5 with new VFDs.
- Replace battery backup charging system.
- Replace main utility breakers and electronic relays in the medium voltage switchgear.
- Evaluate the existing HVAC system.
- Provide landscape and irrigation improvements.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: GENERAL ITEMS AND MEETINGS

- A. Record Research - Work with Town staff to obtain all available record drawings associated with existing pump station.
- B. Kick-off Meeting - Conduct kick-off meeting with the Town to confirm the goals, schedule, and deliverables for the project.
- C. 60% Design Review Meeting – Conduct meeting with Town to review 60% plans.
- D. 90% Design Review Meeting - Conduct meeting with Town to review 90% plans.
- E. Project Management – Prepare project schedule, conduct internal project meetings, prepare monthly invoices, prepare project deliverables, and coordinate with subconsultants.

TASK 2: ELECTRICAL, INSTRUMENTATION, AND CONTROL (EI&C) PRELIMINARY (60%) DESIGN

- A. Design
 - 1. Evaluate demolition requirements.
 - 2. Design VFD and RVSS replacement, including sizing and product selection.
 - 3. Evaluate existing switchgear to determine replacement requirements for breakers and relays.
 - 4. Perform field investigation, field verification, and base mapping of existing basement and electrical room. Existing conduit penetrations in the basement will be field located as part of this work.

5. Perform HVAC heat load evaluation. Calculate anticipated heat load in the electrical building. Evaluate whether existing HVAC system can meet the anticipated loads. Meet with the Town to discuss pump operations and HVAC requirements. HVAC meeting is assumed to take place during either the kickoff meeting or 60% design review meeting.
6. Incorporate necessary flow control valve improvements and associated instrumentation with the proposed VFD.
7. Design modifications to the pump control valve associated with Pump 4 to work in conjunction with new VFD.
8. Design SCADA improvements to incorporate new VFD and pump control valve improvements into Town's SCADA system.
9. Prepare engineering plan sheets and details as necessary. The design is anticipated to consist of the following sheets:
 - Cover and Sheet Index
 - General Notes
 - Electrical Legend and Abbreviations
 - Electrical Site Plan
 - Electrical Demolition Plan
 - Electrical Building Improvements Plan
 - Electrical One-Line Diagrams – Sheet 1 of 2
 - Electrical One-Line Diagrams – Sheet 2 of 2
 - Sequencing Plan
 - Electrical Schedules
 - VFD Schematics – Sheet 1 of 2
 - VFD Schematics – Sheet 2 of 2
 - Elementary Diagram
 - Flow Control Valve Schematics
 - Electrical Controls – Sheet 1 of 2
 - Electrical Controls – Sheet 2 of 2
 - I/O List and Block Diagrams
 - System Architecture Diagram
 - Electrical Details – Sheet 1 of 3
 - Electrical Details – Sheet 2 of 3
 - Electrical Details – Sheet 3 of 3
 - Civil Construction Details
10. Perform up to one (1) site visit.
11. Prepare opinion of probable construction cost (OPCC) based on 60% design.
12. Submit to the Town 60% construction plans and OPCC for review and comment.

B. Submittals/Deliverables:

1. Three (3) hard copies and electronic (PDF) copy of the 60% plans.
2. Three (3) hard copies and electronic (PDF) copy of the 60% OPCC.

C. Services provided by the Town

1. Review and comment on 60% plans and OPCC.

D. Exclusions

1. Electrical studies, including arc flash, breaker coordination, short circuit analysis, and power flow.

2. If HVAC heat load evaluation identifies that the existing system is not adequate to handle the proposed conditions, a new HVAC system will need to be designed. Design of a new HVAC system is considered an Additional Service.
3. 3D Lidar scanning of existing facility.

TASK 3: EI&C FINAL (90%, 100%) DESIGN

A. Design Tasks

1. Make revisions based on the Town's review of the 60% and 90% submittals.
2. Perform structural design for expanding the electrical room topping slab.
3. Prepare 90% construction drawings. Plan set will consist of 22"x34" sheets. The following sheets are anticipated in addition to the sheets identified in **Task 3**
 - a. Structural General Notes
 - b. Structural Plan/Details
 - c. Civil Details
4. Prepare Project Manual which consists of front-end documents and technical specifications for materials and installation of the proposed facilities. The front-end documents shall be based upon Flower Mound Contract Documents. Where a project specific technical specification is not provided, the NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern.
5. Perform up to one (1) site visit.
6. Prepare opinion of probable construction cost (OPCC) based on 90% and 100% design.
7. Submit to the Town 90% and 100% Contract Documents and OPCC for review and comments.

B. Design Deliverables

1. Three (3) hard copies and electronic (PDF) copy of the 90% and 100% contract documents (plans and specifications)
2. Three (3) hard copies and electronic (PDF) copy of the 90% and 100% OPCC.

C. Services provided by the Town

1. Review and comment on 90% plans, Project Manual, and OPCC.

D. Exclusions

1. Field boundary and/or topographic survey

TASK 4: LANDSCAPE AND IRRIGATION DESIGN

This task consists of evaluating the existing landscaping and existing irrigation system at the pump station and designing improvements to the site landscaping and irrigation system.

A. Landscape Design Tasks

1. Site visit with up to two (2) Consultant representatives to evaluate the existing tree height, size in DBH, health, and species.
2. Prepare landscape plan, details, and technical specifications with considerations to comply with the directives set forth in the Town's Code of Ordinances.
3. Address up to two (2) rounds of comments from the Town.

B. Irrigation Design Tasks

1. Identify a proposed rotor/head/drip layout, valve size and location, point of connection and related appurtenances, pipe sizes, sleeve locations, and Controller with Rain Sensor location.
2. Prepare irrigation construction plans, details, and technical specifications in compliance with the directives of the Town Code of Ordinances and the information provided by the final landscaping plans.
3. Address one (1) round of comments from the Town.

C. Design Deliverables

1. Landscape plans to be included in 60% submittal. Landscape plans and technical specifications to be included in the 90%, and 100% submittals.
2. Irrigation plans and technical specifications to be included in 90% and 100% submittals.

D. Exclusions

1. Landscape design does not include the design of hardscape elements such as paths, site furnishings, lighting, or improvements regarding outdoor spaces.
2. Tree survey.

TASK 5: BIDDING PHASE SERVICES

A. Provide three (3) sets of bidding documents and an electronic (PDF) copy. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon payment of a non-refundable fee to cover cost of printing the documents. Once bids have been received and the contract has been awarded, plans and specifications will be conformed to include addenda.

B. Review contractor questions and assist Town in preparation of addenda as required.

C. Prepare specification books for execution.

D. Deliverables

1. Print and deliver to the Town up to 3 sets of bid documents
2. Deliver two (2) sets of specification books for execution
3. Provide electronic copies of the Front-End documents (Word) and bid items (Excel).
4. Provide conformed documents to the Town and selected Contractor

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the Town Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing any easement acquisition services.
- Attending additional public meetings during the project.
- Preparation of Easement Documents
- Perform any materials testing.
- Perform welding and coating inspections.
- Any services not listed in the Scope of Services.

ATTACHMENT B

COMPENSATION

The Consultant will provide the Scope of Services detailed in Tasks 1 through 8 for a lump sum fee.

TASK 1 – General Items and Meetings	\$9,000
TASK 2 – EI&C Preliminary (60%) Design	\$89,500
TASK 3 – EI&C Final (90%, 100%) Design	\$79,500
TASK 4 – Landscape and Irrigation Design	
4A – Landscape Design	\$14,000
4B – Irrigation Design	\$8,500
TASK 5 – Bidding Phase Services	\$8,500
<u>TOTAL</u>	<u>\$209,000</u>

Additional services will be negotiated at the time they are identified.



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

DATE: February 5, 2024
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider approval of Change Order No. 3 for the Waketon Road project, amending the contract with Ed Bell Construction Company, to provide an increase to the contract in the amount of \$234,582.85.**

BACKGROUND: On May 12, 2021, Town Council approved a construction agreement with Ed Bell Construction Company for the Waketon Road project in the amount of \$4,335,111.00. The project is a joint project with the Town of Double Oak. On April 20, 2020, an Interlocal Cooperation Agreement (ICA) with Double Oak was approved for the construction of the Waketon Road project. The ICA provided project funding from Double Oak for a not to exceed amount of \$2,966,904.87. The Flower Mound section of the project includes the upgrade of approximately 1,550 linear feet of existing two-lane open ditch section asphalt roadway to a two-lane urban collector street section with an enclosed storm drainage system. The project also includes the installation of a roundabout at the Waketon Road/Chinn Chapel intersection. Flower Mound's proportional share of the construction award is \$2,034,684.25. The Double Oak section of the project includes the upgrade of approximately 2,550 linear feet of existing two-lane open ditch section asphalt roadway to a two-lane urban collector street section with an enclosed storm drainage system. Double Oak's proportional share of the construction award is \$2,300,426.75, less than the not to exceed amount provided for in the ICA.

Change Order 1 was approved on December 5, 2022. The Town of Double Oak approved their portion of the change order, in the amount of \$21,415.82 at their November 17, 2022 Town Council meeting. The Town of Flower Mound's portion of the Change Order 1 was \$102,436.23. Change Order 1 increased the contract with Ed Bell Construction Company by \$123,852.05 for an updated contract amount of \$4,458,963.05.

Change Order 2 was approved on June 2, 2023. The changes include final quantity adjustments based on actual quantities installed, and additional work within the Town of Double Oak as requested by the Town of Double Oak. The Town of Double Oak approved their portion of the change order, in the amount of \$(24,877.53) at their May 18, 2023 Town Council meeting. The Town of Flower Mound's portion of the change order is \$(36,628.95). Change Order 2 decreased the contract amount with Ed Bell Construction Company by \$61,506.48 for an updated contract amount of \$4,397,456.57.

Proposed Change Order 3 includes additional work within the Town of Double Oak that was required during construction and directed by the Town of Double Oak. The additional work included resolution of stormwater conflicts and subgrade failures. The Town of Double Oak approved their portion of the change order, in the amount of \$238,279.69 on January 3, 2024. The Town of Flower Mound's portion of the change order, a decrease in the amount of \$(3,696.84), includes reimbursement from the Contractor to the Town of Flower Mound, for costs associated with property restoration, due to construction related damages. If approved, Change Order 3 will increase the contract amount with Ed Bell Construction Company by \$234,582.85 for an updated final contract amount of \$4,632,039.42.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$234,582.85

Proposed Expenditure/(Revenue)

\$234,582.85

Account Number(s):

308-103-70465-6160 - (\$3,696.84)

506-220-70465-6160 - \$238,279.69

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order #3

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

CHANGE ORDER No. 3

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound and Town of Double Oak
Contractor: Ed Bell Construction Company
Project: Waketon Road

CHANGE ORDER NO. 3

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

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

	Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
Double Oak	CO3-A	Storm Drain Inefficiencies	LS	Add	1	\$ 136,525.04	\$ 136,525.04
	CO3-B	Subgrade Remediation	LS	Add	1	\$ 101,754.65	\$ 101,754.65
	Section I Subtotal - Paid for by Double Oak						\$ 238,279.69
Flower Mound	CO3-C	Bridlewood Landscape Invoice	LS	Deduct	1	\$ 3,696.84	\$ (3,696.84)
	Section II Subtotal - Paid for by Flower Mound						\$ (3,696.84)
TOTAL							\$ 234,582.85

JUSTIFICATION

Section I - These items will be approved and paid by Double Oak for change work directed by and completed in the Town Limits of Double Oak
Item CO3-A Additional work required due to significant stormwater conflicts with franchise utilities. See attached letter dated April 20, 2023.
Item CO3-B Additional work required due to subgrade failures. See attached letter dated May 2, 2023.

Section II - These items will be approved and paid by Flower Mound for change work directed by and completed in the Town of Limits of Flower Mound.
Item CO3-C The Town of Flower Mound paid Bridlewood for damages caused by EBCC. This change order will reduce the retainage payment to EBCC by the same amount.

Original Contract

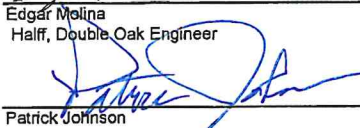
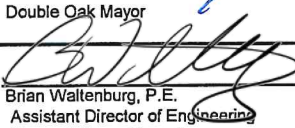
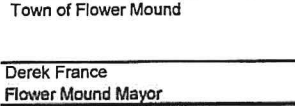
Change Order #1

Change Order #2

Change Order #3

Revised Contract Price

\$	4,335,111.00
\$	123,852.05
\$	(61,506.48)
\$	234,582.85
\$	4,632,039.42

Double Oak	Recommended for Approval	 Edgar Molina Half, Double Oak Engineer	01/03/2024 Date	 Contractor President	12-18-2023 Date
	Approved	 Patrick Johnson Double Oak Mayor	01/03/2024 Date		
Flower Mound	Recommended for Approval	 Brian Waltenburg, P.E. Assistant Director of Engineering Town of Flower Mound	1/10/23 Date		
	Approved	 Derek France Flower Mound Mayor	 Date		



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

DATE: February 5, 2024
FROM: David Brockway, Construction Manager
ITEM: **Consider approval of a Professional Services Agreement with Brown Reynolds Watford Architects, for the Town of Flower Mound Strategic Facilities Plan Study, in the amount of \$94,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: One of the Town Council's Strategic Goals is to adopt a future facilities strategy. The initial phase of that is to complete a needs assessment and Strategic Facilities Plan based on the build-out population of the Town. The primary goals of the Strategic Facilities Plan include:

1. Identifying the sizes of sites required to make informed decisions regarding future land acquisition.
2. Forecast conservative order of magnitude budgetary requirements for each facility or facility option for incorporation into the capital improvement plan.
3. Prioritize future facility construction and establish an implementation timeline

Funding for the facility needs assessment was approved in the FY 2023 / 2024 CIP budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The decision to not approve the proposed Professional Services Agreement for strategic planning would result in a lack of detailed facility and budgetary information on future facility needs in Western Flower Mound, their land acquisition requirements, and their budgetary requirements for design and construction.

FISCAL IMPACT: \$94,000.00

Proposed Expenditure/(Revenue)
\$94,000.00

Account Number(s):
505-111-50105-6070

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. Form 1295 Certificate (For Internal Use Only)
2. BRW PSA Facilities Plan

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Brown Reynolds Watford Architects, Inc.**

This contract is entered into on this 5th day of February, 2024, 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 **Brown Reynolds Watford Architects, Inc.** (“hereinafter referred to as “CONSULTANT”) whose address is 3535 Travis Street Suite 250, Dallas TX 75204.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Town of Flower Mound Strategic Facilities Plan Study project; and

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

TERMS OF AGREEMENT

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

**I.
Employment of Consultant**

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Town of Flower Mound Strategic Facilities Plan Study project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Ninety Four Thousand and No/100 Dollars (\$94,000.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment “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 supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, 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, providing coverage to the extent liability exists in the absence of a contract or agreement.

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:

David Brockway, PE
Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308
david.brockway@flower-mound.com

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);

If the policy will not provide the required notifications above, the insured shall satisfy the requirements of this paragraph.

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

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

XIV.
Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein,

“Confidential Information” means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term “Confidential Information” shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN’s attorney.

XIX.
Notice Information

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

David Brockway, PE
Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308
david.brockway@flower-mound.com

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:

Stephen Hilt, AIA
Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, Texas 75204
214-528-8704
shilt@brwarch.com

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

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and

is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not

intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Brown Reynolds Watford Architects, Inc.

By: Stephen J. Hilt
Name: Stephen J. Hilt
Title: Principal

Date Signed: 01-17-2024

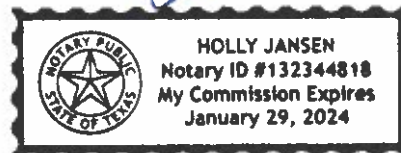
State of Texas §
 §
County of Dallas §

This instrument was acknowledged before me on the 17 day of January, 2024, by Stephen Hilt in his capacity as Principal of BRW Architects Inc., a S 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 BRW Architects Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 17th DAY OF Jan., 2024.

Holly Jansen
Notary Public, State of Texas

My Commission Expires:
January 29, 2024



PROJECT SCOPE

Strategic Facilities Plan should include studies for the following facilities:

- Animal Services expansion, or separate annex for the West side of town
- Fire Station 3 replacement
- Fire Station 6 in the West part of town
- Fire Station 8 in the Central / West part of town
- Environmental Services
- Library (branch) for the West side of town. This may be part of a larger municipal center.
- Municipal center or annex building for city services on the West side of town. This facility may or may not be combined with a recreation facility and/or library facility.
- Police Station Option 1: New police sub-station to supplement existing police facilities
- Police Station Option 2: Expand police facilities on the existing site
- Police Station Option 3: New, single central police station to serve the entire town, to replace existing facilities
- Public Works facility located at the site of the existing temporary Fire Station 6, anticipated to include emergency response service center, fleet maintenance, and an equipment and storage yard and staging area. Other site locations may be required if the existing site is not of adequate size.
- Recreation center similar to the CAC (Community Activity Center), but without aquatics. This may or may not be part of a larger municipal center.
- The Town of Flower Mound reserves the right to add other facilities or options. If these services are added then an additional service commensurate with the additional scope of services will be authorized.

The primary goals of the Strategic Facilities Plan include:

- Identify sizes of sites required to inform land acquisition.
- Forecast conservative order of magnitude budgetary requirements for each facility or facility option for incorporation into the capital improvement plan and a future bond election.
- Prioritize future facility construction and establish an implementation timeline

Basic Services:

As required to achieve the study's goals, BRW will provide the following services:

- Tour existing facilities that may be proposed for expansion or replacement with Town staff who are knowledgeable about them, to generally familiarize with the existing facilities' conditions and their potential deficiencies.
- Provide questionnaires for each affected Town department to help identify major needs and order of magnitude project scope for each facility included. Review and organize information from questionnaires to illustrate the findings.
- Review staff and population growth projections provided by the Town, and assist to project future facilities needs to accommodate the anticipated growth.
- Review existing City-owned parcels to identify which ones may be appropriate potential sites for facilities included in this study.
- Identify approximate sizes of sites needed for facilities that are not indicated to be planned for existing City-owned parcels.
- Together with Town staff, develop a prioritization of future projects and proposed timeline for implementation.
- BRW will develop project scope narratives for each indicated facility to identify likely construction type, building size(s), major elements of site development, and other identified cost factors. This information will be provided to the cost estimator to inform construction cost estimating. Estimating will include a formula for projecting future construction cost escalation over time, which should be re-evaluated by the Town based upon actual experienced cost escalation, marketplace risk, and similar factors prior to setting final project budgets.
- Provide order of magnitude (square foot level) cost estimating for construction costs, and assist Town staff in identifying soft costs and extrapolating construction costs to projected order of magnitude total project budgets.
- Participate in presenting the study's findings to (1) Town Council meeting. This includes preparation of a brief Powerpoint presentation or assistance to Town staff in preparation of such a presentation.

Optional Services:

- Other optional services not listed above are not currently anticipated to be incorporated into the study. However, the Town of Flower Mound reserves the right to add architectural programming services for the nearest future projects, to more precisely define their scope, budget, or other requirements. If these services are added then an additional service commensurate with the additional scope of services will be authorized.

Deliverables:

- BRW will provide a report organizing the findings of the study into 8-1/2" x 11" format, potentially with 11"x17" fold-outs as required. The report will include an executive summary, tabulated data, narratives describing the scope of each facility, cost estimates, budget projections, prioritization of construction projects, and an implementation schedule.
- Provide (1) spiral bound paper copy of the report, and electronic .pdf format file copy of the report. Additional paper copies may be provided upon the Town's request as a reimbursable expense.
- Electronic format powerpoint or portion of powerpoint assigned to BRW to prepare, for (1) Town Council presentation.

OWNER PROVIDED SERVICES

The City shall furnish the Architect with the following existing documents as are available:

- Staff and population growth projections
- Distribute and collect questionnaires from Town staff and departments (unless they are distributed electronically by BRW through electronic survey)
- Property plats and surveys
- Property zoning maps
- Public utility maps
- City Thoroughfare Plan
- Building site and floor plans, as available for existing facilities proposed to be expanded or replaced
- If desired to be used for cost estimating foundation and pavement assumptions, the Town will provide example geotechnical reports from sites in the general area of town as the prospective projects. Otherwise, cost estimating will make general assumptions based upon the prevalent conditions of the geologic formation.

EXCLUDED SERVICES

The services shown below are not anticipated at this time, however, they could be provided as an Additional Service:

- Architectural Design, and any other design services not incorporated as accepted Optional Services
- Engineering analysis and design
- Building code, zoning, flood plain and utility assessments
- Demographic / population / future growth projections
- Pre-Development meetings with city departments
- Existing Facilities Conditions Assessment of existing buildings other than those incorporated as Optional Services
- Building floor plans with individual rooms
- Property boundary and topographic surveys
- Geotechnical surveys
- Environmental or hazardous materials assessments
- Real estate services, ALTA surveys, or land acquisition services
- Exterior building design, façade studies, or renderings

- Public presentations other than those indicated above (a Town Council presentation).
- Additional meetings beyond those indicated in the project schedule and additional web-based meetings as reasonably necessary to complete the scope of the study.

PROJECT SCHEDULE

BRW will provide a draft Strategic Facilities Plan to the best of our ability within approximately 15 weeks as shown below. We will deliver the final Strategic Facilities Plan within an additional 2 weeks after receiving the Town's final review comments.

We anticipate the following meetings and approximate time periods:

- | | |
|---|--------------|
| • Notice to proceed and initial meeting and tours preparation | Week 1 |
| • Meeting #1 – Kick-Off Meeting and Tour existing facilities | Week 2 |
| • Develop initial project scoping and questionnaire content | Weeks 2-4 |
| • Meeting #2 – Review general project scopes / data and proposed questionnaires | Week 4 |
| • Distribute final questionnaires and collect and analyze additional data | Weeks 4-6 |
| • Generate initial project scope narratives | Weeks 6-7 |
| • Meeting #3 – Review initial needs findings and project scope narratives | Week 7 |
| • Owner review and comment period | Weeks 8-9 |
| • Meeting #4 – Review Owner comments | Week 9 |
| • Adjust project scopes / produce final cost narratives | Week 9-10 |
| • Cost Estimating | 2 Weeks |
| • Compile initial project Report | 1 Week |
| • Meeting #4 – Review initial Report | Week 13 / 14 |
| • Owner review and comment period | Duration TBD |
| • Produce Final Report (duration dependent upon extent of comments) | 1-2 weeks |
| • Town Council Presentation | Date TBD |

Attachment B – Fee Schedule

COMPENSATION

Based upon the scope of services described above, Brown Reynolds Watford Architects proposes lump sum fees as shown below, plus reimbursable expenses.

Basic Services Fee	\$73,000
Construction Cost Estimating Services	\$20,500
Reimbursable Expenses Allowance	\$500

Total Fee and Reimbursable Expenses Allowance	\$94,000
--	-----------------

Reimbursable expenses are in addition to the fee and will be invoiced at the same cost billed the Architect. Expenses include, but are not limited to, out-of-house document reproduction, allowable travel (mileage) expenses, and courier/overnight deliveries. Fees shall be invoiced monthly based on the percent complete, along with allowable reimbursable expenses.

Modifications to the project scope resulting in Additional Services beyond this proposal shall be authorized in writing by the Owner and additional services by Architect's consultants shall be computed at 1.10 times the consultant fees billed the Architect unless otherwise negotiated as lump sum. Additional Services performed by BRW Architects shall be compensated at standard hourly rates or for a negotiated lump sum fee.

We hope this proposal meets your expectations. Please contact us with any questions or comments. If acceptable, please prepare a professional services contract or sign this proposal as indicated below. We look forward to our work with the Town of Flower Mound.

BROWN REYNOLDS WATFORD ARCHITECTS, INC.

A handwritten signature in blue ink, reading "Stephen J. Hilt". The signature is fluid and cursive, with the first name "Stephen" and last name "Hilt" clearly legible.

STEPHEN HILT, AIA
PRINCIPAL



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

DATE: February 5, 2024
FROM: Clayton Riggs, Director of Public Works
ITEM: **Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for sanitary sewer lift station evaluation and pump performance testing services associated with the Utility Asset Management and Utility Replacement project, in the amount of \$45,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town's sanitary sewer collection system is comprised of over 300 miles of gravity mains & force mains, along with 20 lift stations and a wastewater treatment plant. The lift stations are a crucial component of the collection system. This professional services agreement will provide for pump performance testing, site, mechanical, and electrical assessments at five lift stations within the collection system. The five lift stations include Point Noble, Sanctuary, La Salle, Wichita 1, and Kirkpatrick. The PSA will also provide an engineer's report of the assessments and recommendations. These assessments will be used to identify scope of work in the short term and long range planning to ensure TCEQ compliance of the lift stations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Not to perform pump assessments and address pump replacements at time of failure.

FISCAL IMPACT: \$45,000.00

Proposed Expenditure/(Revenue)
\$45,000.00

Account Number(s):
630-970-96004-6180

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. Lift Station Assessments PSA
2. Form 1295 Certificate (For Internal Use Only)

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN and ASSOCIATES, INC.**

This contract is entered into on this 5th day of February, 2024, 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 **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to pump performance testing, evaluation, and providing an engineering report with recommendations associated with the Flower Mound Lift Station Pump Assessments; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Flower Mound Lift Station Pump Assessments project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Forty-Five and No/100 Dollars (\$45,000.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment “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 supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such

notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate.

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:

Clay Riggs PE, CFM
Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6411 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONSULTANT OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

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

XIV.

Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use

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

XIX.
Notice Information

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

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 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:

Kyle Sanderson, P.E.
Associate
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, TX 75240
972-770-3033 Telephone
Kyle.sanderson@kimley-horn.com

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity

notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

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:
Kimley-Horn and Associates, Inc.

By: Bradley J. Hill
Name: Bradley J. Hill
Title: Regional Contract Lead

Date Signed: January 23, 2024

State of Texas §
 §
County of Tarrant §

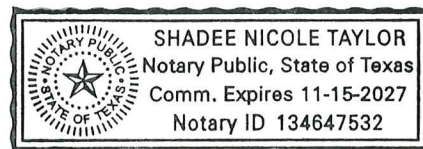
This instrument was acknowledged before me on the 23rd day of January,
2024, by Bradley J. Hill in his capacity as Regional Contract Lead of
Kimley-Horn and Associates, Inc., a North Carolina Corporation, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged that he
executed the same on behalf of and as the act of Kimley-Horn and Associates, Inc..

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 23rd
DAY OF Jan., 2024.

Shadee Nicole Taylor
Notary Public, State of Texas

My Commission Expires:

11-15-2027



ATTACHMENT A
SCOPE OF SERVICES

PROJECT NAME: Flower Mound Lift Station Pump Assessments

PROJECT UNDERSTANDING

This project includes pump performance testing, evaluation of general site parameters, and evaluation for compliance with the Texas Commission on Environmental Quality lift station requirements for five (5) of the Town's existing lift stations. More specifically, the project will consist of the following:

- Pre-evaluation site visit to each lift station site to determine modifications to the site or preparations to be made
- Pump performance testing for electrical (where available) and hydraulic performance
- Individual engineering reports for each lift station tested
- Recommendations for improvements to individual lift stations

The following lift stations and numbers of pumps are anticipated to be included in this project:

- Point Noble – Two (2)
- Sanctuary – Two (2)
- La Salle – Two (2)
- Wichita 1 – Two (2)
- Kirkpatrick – Three (3)

PROJECT ASSUMPTIONS

The following assumptions have been made by the Engineer in preparation of this scope of services:

- The scope of services assumes one (1) trip to each site for pump performance testing. Only operable pumps will be tested at the time of testing. A return trip to test inoperable pumps will be additional services.
- Accessibility and Operation - The lift stations and components are assumed to be readily accessible without special equipment or delay. It is also assumed that each site is safe to work in for extended periods of time. Confined space entry is understood to not be required for this project. If sites or equipment are determined by Engineer to be inaccessible, inoperable, impractical to test, unsafe or appear to be likely to fail under operation, Engineer will notify the Town and possibly abort the evaluation. Time and expenses incurred related to aborted evaluations will be billed according to Engineer's current hourly rates.
- Attendees - Any persons on site during evaluations are confined space trained, CPR certified, electrical, and arc flash trained. Confined space entry is understood to not be required for this project. If confined space entry is required for installation of equipment, it will be performed by Town staff.
- Inflow - It is assumed that each site has sufficient inflow for the necessary number of pump tests during the test period. If inflow rates are insufficient, as much data as possible will be collected during the test. In general test results will be more consistent and accurate if inflow rates are steady and produce between 2 and 8 pump cycles per hour. Makeup water may be supplied by Town via tanker truck or hydrant if necessary.

- Voltage - Electrical tests will not be conducted on system voltages greater than 600 Volts (nominal) or where motor leads are inaccessible or unsafe to access. Motor leads are assumed to be accessible and are terminated at the control panel. Operable hand controls are assumed available for each pump.
- Wet Wells - For a complete performance test, the wet well must have a clear opening for a level transducer and minimal grease. Wet wells or clarifiers must have a regular shape that is easily definable through measurements made without entering the wet well or clarifier. The wet well will be cleaned immediately prior to the test by the Town, if necessary.
- Working Hours - Engineer assumes that Town operations staff will be available to assist with testing at a minimum from the hours of 8:00 am to 5:00 pm.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: PROJECT MANAGEMENT

A. Project Management

- a. Develop project communication plan
 - i. Prepare and e-mail progress reports to the project team once a month to be included with invoices.
 - ii. Prepare project schedule and provide schedule updates if the schedule changes.
- b. Prepare and email monthly invoices reflective of work completed.
- c. Team Management
 - i. Engineer will conduct monthly internal progress meetings with evaluation team.

Deliverables:

1. Project contact list
2. Monthly progress reports
3. Project schedule
4. Kick-off and monthly meeting notes and action items

TASK 2: PRE-EVALUATION SITE VISITS

- A. Pre-Evaluation Summary – Engineer will visit each site to determine modifications or preparations to be made prior to testing being performed.
 - a. Engineer will provide a summary of work that needs to be completed by the Town before testing is conducted at each location. Engineer will provide a summary of tasks and manpower to be provided by Town and a test outline.
 - i. Modifications or preparations are expected to include, but not limited to, installation of tap assemblies, functional testing of isolation valves, cleaning of wet well, providing SCADA data, providing applicable pump curves and record drawings, and coordination to complete pump testing.
 - b. Engineer will contact pump manufacturers to request pump curve information for sites where pump model information is available, but Client cannot provide the necessary information. Engineer will make a reasonable number of attempts and effort to obtain pump information from vendors.

Meetings:

1. One (1) virtual kickoff meeting with Town and Engineer staff.
2. One (1) site visit per site for pre-evaluation summary with Town and Engineer staff.

Deliverables:

1. Pre-Evaluation Summary letter, one (1) per site.

Services/Deliverables provided by the Town:

1. Installation or modification of equipment as detailed in Pre-Evaluation Summary. Install and confirm operation of flow meters and pressure taps as requested by Engineer. Confirm National Pipe Thread (NPT) pressure taps are available for pressure transducer connections.
2. Provide the pump curves for each pump to be tested.
3. Provide record drawings and previous studies of lift station.
4. Coordinate and obtain data from SCADA system.
5. Review and provide site specific safety concerns.
6. Functional testing of all valves, pumps, and taps prior to pump evaluations as detailed in Pre-Evaluation Summary.
7. Confirm station is fully operational and ready for testing.
8. Vacuum all grease and debris from the wet well or clarifier, if identified in Pre-Evaluation Summary.

TASK 3: FIELD TESTING AND CONDITION ASSESSMENT

- A. Pump Performance Testing – Engineer will conduct pump performance tests of each pump in operation at the time of testing. Pump performance tests will be performed at all lift stations identified in the Project Understanding.
 1. Pump performance tests will include flow, discharge head, suction head, NPSH, surge data, and input power measurements where possible. Power measurements will only be possible for 480 volt and below. Perform the following tests for each operational pump:
 - a. Perform two (2) single-point hydraulic test with a single pump in operation at a time.
 - b. Perform two (2) single-point hydraulic test with multiple pumps in operation at a time.
- B. Condition Assessment – Engineer will conduct a condition assessment of the following:
 1. Structural – Exterior/interior areas of lift station buildings. Assess dry wells for visual evidence of deterioration and corrosion. Visually inspect the condition of the accessible portions of wet wells using a pole camera. An evaluation by a structural engineer or a detailed structural analysis is not included in the Condition Assessment.
 2. Mechanical
 - a. Motors – Assessed for abnormal noise, abnormal heat, abnormal vibration, and any visual deficiencies. Motors inaccessible or within a confined space will not be assessed. Motors and pumps will not be removed or pulled from inaccessible area for inspection.
 - b. Pumps – Assess for issues including leaking, cavitation, abnormal noise, abnormal heat, abnormal vibration, and any visual deficiencies. Check pump mountings and bases for loose mounts or cracking. Motors and pumps will not be removed or pulled from inaccessible area for inspection.
 - c. Piping and Valves – Assess the suction isolation valve, discharge isolation valve, and check valve for each pump, noting malfunctioning or leaking. Town will assist by operating the valves.
 3. Electrical
 - a. Visual inspection of condition of electrical components including lighting, power distribution cables, starters, etc.

4. Safety
 - a. Eyewash, emergency stop, fall protection, lighting, fencing, site, access, and lifting equipment.
- C. Condition assessments will include a numerical condition ranking from 1 to 5 including notes regarding significant defects. Photos and details will be provided for components with conditions equal to 4 or 5. Portions of the evaluation requiring confined space entry will not be performed.

Meetings:

1. One (1) site visit per site for field testing with Town and Engineer staff.

Services/Deliverables provided by the Town:

1. Provide one operator familiar with the site, electrical system, pumps, controls, operation, equipment, and trained in confined space.
2. Operate breakers, valves, pumps and other equipment and assist with field investigation.
3. Installation and removal of pressure transducer connections within areas requiring confined space entry.

TASK 4: ENGINEERING REPORTS AND RECOMMENDATIONS

- A. Engineering Report – Engineer will provide an engineering report summarizing the data collection process, findings, and recommendations. The Engineering Report will consist of the following:
 1. Executive Summary
 2. Pump Performance Testing and Condition Assessment Methodology
 3. Individual Lift Station Assessments
 1. General Information – Site information, pump curves/data sheets, location, photos, test information, etc.
 2. Pump Performance Information – Pump output (GPM), total dynamic head, current, voltage, input horsepower, output horsepower, wire-to-water efficiency, and comparisons to key performance indicators.
 3. Compliance with the Texas Commission on Environmental Quality lift station requirements.
 4. Recommendations – A list of recommendations for improvements at each site.
 4. Summary of findings and recommendations.

The individual lift station assessment reports will be provided to the Town as they are completed.

Meetings:

1. Two (2) virtual meetings with Town and Engineer staff to review individual lift station Engineering Reports.

Deliverables:

1. Electronic .PDF of individual lift station assessment reports, one (1) per site.
2. Electronic .PDF of Engineering Report.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional site visits
- Installation of temporary meters
- Perform motor winding resistance testing and insulation testing
- Run time monitoring
- Thermal imaging
- Surge analysis
- Extended flow monitoring
- Multi-point curve pump validation or throttling
- Structural engineer evaluation or a detailed structural analysis
- Hydrogen-sulfide gas monitoring
- Design of infrastructure
- Attendance of additional meetings
- Preparation for and attendance at public meetings
- Performance of miscellaneous and supplemental services related to the project as requested by the Town.
- Assisting Town or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing a presentation to the Town Council.
- Providing construction staking, additional platting, or other surveying services.
- Providing any easement acquisition services.
- Attending additional public meetings during the project.
- Perform Level A or Level B SUE.
- Any services not listed in the Scope of Services.

ATTACHMENT B

COMPENSATION

The Consultant will provide the Scope of Services for a lump sum fee.

TASK 1 – Project Management	\$5,000
TASK 2 – Pre-Evaluation Site Visits	\$5,000
TASK 3 – Pump Testing and Condition Assessments	\$15,000
TASK 4 – Engineering Reports and Recommendations	\$20,000
<u>TOTAL</u>	<u>\$45,000</u>

Additional services will be negotiated at the time they are identified.



TOWN COUNCIL AGENDA J.8. CONSENT ITEM(S)

DATE: February 5, 2024
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase (2) 2023 Ford F550 Crew Cab 19.5 GVWR trucks with service body and full-length pipe rack per Town of Flower Mound Specifications and Vendor Quote from Silsbee Ford in the amount of \$168,617.50.**

BACKGROUND: The Public Works Department is requesting the purchase of two new 2023 Ford F550 Crew Cab 19.5 GVWR Truck per Town of Flower Mound Specifications and Vendor Quote in the amount of \$168,617.50 from Silsbee Ford through TIPS USA Cooperative Contract #210907.

This purchase is to replace Unit No. 92240-03 and 92240-07; and is part of the approved Fiscal Year 23-24 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$168,617.50

Proposed Expenditure/(Revenue)
\$168,617.50

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Fleet Requisition
3. TIPS USA Quote

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



Bid Award Recommendation

Date: 1/17/2024– VERF – FY24

Description: **Ford F550 19.5 GVWR with Service Body & Full-Length Pipe Rack**

Qty.: 2

*Replaces: 92240-07, a 2016 Ford F550 with Service Body – Street Svc
92240-03, a 2015 Ford F450 with Service Body – Street Svc*

Bidder: Silsbee Ford, Seth Gamblin, 512-436-1313, sgamblin.silsbeefleet@gmail.com
Via TIPS USA Cooperative Contract# 210907.

Item: Ford F550 19.5 GVWR Truck With Service Body, Pipe Rack, and Equipment as Identified on Silsbee Ford TIPS USA Cooperative Quote "FORD F550 CREW CAB CHASSIS" Dated 12/29/2023

Total Cost of Vehicles, Equipment & Installation:

\$168,617.50

It is Fleet Services recommendation to award the bid to **Silsbee Ford** in the amount of **\$168,617.50** utilizing the **TIPS USA Cooperative Contract # 210907**.

Fleet Services Manager

1/17/2024

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 11/28/2023
 Suggested Vendor: Silsbee Ford
 Contact (if known): Seth Gamblin
 Address (if available): 1211 Hwy 96N
Silsbee TX, 77656
 Phone/Fax: 512-436-1313



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: _____

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
100-690-92240-6110	\$ 85,000	2	F-350 Diesel Four Door with utility bodies and heavy duty racks.	\$ 84,308.75	\$ 168,617.50
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 168,617.50

Name/Phone Ext.: Manny Palacios Jr.
 Approved By: Manny Palacios Jr.
 Unit #(s) to be replaced
 or specify NEW Unit: 92240-03 and 92240-07
 Spec Name: _____

APPROVALS:
 Fleet Manager: Bill Sterner

Bid/Solicitation #: _____
 Co-Op/Contract #: TIPS USA 210907

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD F550 CREW CAB CHASSIS

Date: December 29, 2023

A. Bid Item: 48

A. Base Price:	\$ 52,642.00
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B. Factory Options

Factory Options					
Code	Description	Bid Price	Code	Description	Bid Price
W5H	2023 FORD F550 4X4 CREW CAB/CHAS	\$ -	67B	410 AMP ALT	\$ 115.00
99T	6.7L V8 DIESEL	\$ 10,495.00	872	REARVIEW CAMERA KIT	\$ 415.00
	DRW				
TGM	225 TRACTION TIRE	\$ 190.00			
90L	POWER EQUIPMENT GROUP	\$ 1,125.00			
43C	120/400W OUTLET	\$ 175.00	660A	ORDER CODE	
512	SPARE TIRE /	\$ 350.00		179/ WB / 60CA	\$ -

Total of B. Published Options:	\$ 12,865.00
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Published Option Discount (5%)	\$ (643.25)
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C. Unpublished Options

Description	Bid Price	Options	Bid Price
TINT ALL 25%	\$ 250.00	EXTERIOR- WHITE Z1	
		INTERIOR- 40/20/40 AS VINYL	
TRUX INSTALL 1982	\$ 13,861.00		
TRUX INSTALL 2040 PIPE RACK	\$ 4,250.00		
1 ADDITONAL KEY FOB TOTAL OF 3	\$ 199.00	unit on the ground now****	
	Total of C. Unpublished Options:		\$ 18,560.00

Total of C. Unpublished Options:	\$ 18,560.00
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D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$	500.00
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E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G.	Additional Delivery Charge:	220	miles
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\$	385.00
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H. Subtotal:

\$	84,308.75
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I. Quantity Ordered 2 **x H =**

\$ 168,617.50

J. Trade in:

\$ -

K. Total Purchase Price

\$ 168,617.50



TOWN COUNCIL AGENDA J.9. CONSENT ITEM(S)

DATE: February 5, 2024
FROM: Paul Henley, Fire Chief
ITEM: **Consider approval of an agreement between the Town of Flower Mound and Fitch Associates, LLC to provide Emergency Medical Service (EMS) Report and Billing Compliance review and Health Insurance Portability and Accountability Act (HIPAA) Security Compliance in the amount of \$37,525.00, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: As a strategic objective, the Office of the Inspector General and the Center for Medicare/Medicaid (CMS) investigators have been looking closer and investigating Fire Departments in their EMS billing practices. If found non-compliant the municipalities would be subject to fines and penalties ranging from \$100.00 - \$50,000.00 per violation. Currently, our own Fire/EMS personnel complete in-house Quality Assurance/Quality Improvement (QA/QI) reviews with a secondary review by our 3rd party billing company, Emergicon. While this review process meets minimal standards Fitch and Associates is an EMS Compliance service which provides a professionally developed compliance program, annual documentation training, expert legal consulting, and semi-annual document reviews and would greatly reduce the potential for errors such as items billed that may be declined by CMS determinations. Considering the increased scrutiny by CMS, Fitch and Associates represents the highest level of professional audit-based services which will protect the Town and its citizens from unnecessary fines and punitive measures. This service is part of a FY23/24 Decision Package to ensure Department compliance.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$37,525.00

Proposed Expenditure/(Revenue)
\$37,525.00

Account Number(s):
100-660-61000-5110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Town of Flower Mound-Fitch Associates Contract No. 2024-64-A
2. Flower Mound TX FD Compliance Proposal
3. EMS Compliance Flower Mound 2024
4. HIPAA Risk Assessment - Scope of Work

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

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

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation (“Town”) and Fitch & Associates, LLC (“Contractor”). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Compliance Consulting Services (hereinafter referred to as “Services”) in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Attachment A, Fitch & Associates, LLC Proposal. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The term of this contract shall be for a period of one (1) year. This contract shall automatically renew for additional one (1) year terms from date of award of contract. All pricing is to remain firm during the initial contract period. This contract may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor’s total compensation for products or services to be performed and expenses to be incurred is specified in the Attachment A, Fitch & Associates, LLC Proposal.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month’s service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

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

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

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

a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) for funding purposes during the term of this Contract, even without prior notice as described in the preceding sentence.

b. In the event of any termination hereunder, the Contractor consents to the Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by the Town in connection with the completion of the Services.

c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to the Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Fire and Emergency Services by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering this Contract, the Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. ADVERTISING: Contractor shall not advertise or publish, without the Town's prior consent, the fact that the Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state local government.

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this contract from the Contractor. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the contract specifications. Prior to other governmental entities placing order, the Town will notify the Contractor. Rate of HIPAA Security Audit subject to change from agency to agency dependent upon a variety of factors including but not limited to size, and complexity of the agency.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

 X **Yes, Others can purchase**

 No, only the Town can purchase

24. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with therequirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

25. NO BOYCOTT OF ISRAEL: Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

- 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and
- 2) Seller will not boycott Israel during the term of the contract.

26. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

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

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

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

Name: Anthony W. Minge, EdD
Title: Senior Partner
Company: Fitch & Associates, LLC
Address: 2901 Williamsburg Terrace Suite G
City, State, Zip: Platte City, MO 64079

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; and (2) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

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

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had

never been included.

29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions aswell as the rights and duties hereunder, shall be governed by and construed in accordancewith Texas law. Venue for this Contract shall be in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall bedeemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: FITCH & ASSOCIATES, LLC

Signature _____
Anthony W. Minge, EdD

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Derek France

Date: _____



03 January 2024

Dean Feldpausch
 Dep Chief/EMS
 Town of Flower Mound Fire Department
 3911 S. Broadway Ave
 Flower Mound, TX 75028

Via email to dean.feldpausch@flower-mound.com

RE: Compliance Services Proposal

Dear Chief Feldpausch:

It is my pleasure to provide Town of Flower Mound Fire Department with this information regarding an agreement for compliance consulting services. The services provided and rates are outlined below:

Service	Rate
2 Semi-Annual (40 Claims) reviews at \$5,850.00 per review	\$11,700.00
Expert Consulting Services - Ambulance Reimbursement	
2 hours per month	\$195.00/hour
Total per year	\$4,680.00
On-site Documentation Training**	\$2,145.00

***additional days provided at a discounted rate of \$1000 per day as needed*

EMSCompliance Rate

The EMSCompliance services (detailed in Attachment 1) **\$3000.00 per year.**

HIPAA Security Audit Rate

Network Security & HIPAA Risk Assessment audit (detailed in Attachment 2) – one report per year **\$16,000.00** per report.

Total cost for above services (unless additional training requested) **\$37,525.00**

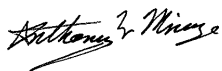
Travel and expenses are not included in these rates and would be billed, if required, to City of Midlothian at the direct costs incurred.

As you are most likely well-aware, compliance and violations of such have had a dramatic impact on EMS operations in the last several years. One only need to look within the confines of the state of Texas to find several examples of disciplinary actions by governmental agencies such as Centers for Medicare and Medicaid Services (CMS), Office of Inspector General (OIG) and even the Department of Justice (DOJ) which have included recoupment of payments, fines, and even costly and labor-intensive corporate integrity agreements. No service is too big or small and a multitude of Fire-based EMS services have paid the price for having sub-standard or non-existent compliance programs.

This service proposal is designed to meet your requested compliance needs.

Chief Feldpausch – We appreciate the opportunity to extend this offer to provide you with our professional compliance services. We hope this information meets your needs and we are looking forward to working with the Town of Flower Mound Fire Department in the near future. Should you have any questions or concerns, your call or e-mail is always most welcome. I can be reached at aminge@emprize.net or directly on my cell at 509-842-8642.

Sincerely,



Anthony W. Minge, EdD
Senior Partner

Attachments:
EMS Compliance Services
Network Security & HIPPA Risk Assessment



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc 32 Old Slip New York NY 10005	CONTACT NAME: Mary Busch PHONE (A/C, No, Ext): E-MAIL ADDRESS: Mary.Busch@alliant.com INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Hartford Underwriters Insuranc INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 20281 30104
INSURED Fitch & Associates, LLC Emprize Group LLC PO Box 170 Platte City MO 64079	License#: 0C36861	

COVERAGES**CERTIFICATE NUMBER:** 376813384**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	35996881	2/12/2023	2/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	(23)7358-31-42	2/12/2023	2/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			7988-91-98	2/12/2023	2/12/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A	Y	10WECIO6094	2/12/2023	2/12/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Flower Mound, its officers, officials, employees and volunteers are included as additional insureds where required by written contract as respects to liability arising out of the operations of the named insured. Coverage afforded additional insureds is on a primary and non-contributory basis as required by written contract. Above policies contain a waiver of subrogation in favor of additional insureds as required by written contract. 30 days' written notice of cancellation applies in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound TX 75028

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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03 January 2024

Dean Feldpausch
Dep Chief/EMS
Town of Flower Mound Fire Department
3911 S. Broadway Ave
Flower Mound, TX 75028

Via email to dean.feldpausch@flower-mound.com

RE: Compliance Services Proposal

Dear Chief Feldpausch:

It is my pleasure to provide Town of Flower Mound Fire Department with this information regarding an agreement for compliance consulting services. The services provided and rates are outlined below:

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On-site Documentation Training**	\$2,145.00

***additional days provided at a discounted rate of \$1000 per day as needed*

EMSCompliance Rate

The EMSCompliance services (detailed in Attachment 1) **\$3000.00 per year.**

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Total cost for above services (unless additional training requested) **\$37,525.00**

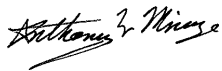
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This service proposal is designed to meet your requested compliance needs.

Chief Feldpausch – We appreciate the opportunity to extend this offer to provide you with our professional compliance services. We hope this information meets your needs and we are looking forward to working with the Town of Flower Mound Fire Department in the near future. Should you have any questions or concerns, your call or e-mail is always most welcome. I can be reached at aminge@emprize.net or directly on my cell at 509-842-8642.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony W. Minge". The signature is fluid and cursive, with a long horizontal stroke at the end.

Anthony W. Minge, EdD
Senior Partner

Attachments:
EMS Compliance Services
Network Security & HIPAA Risk Assessment



Proposal for Flower Mound Fire Department

Written by Kevin Fairlie, JD,MHA for Anthony Minge, EdD

Introduction

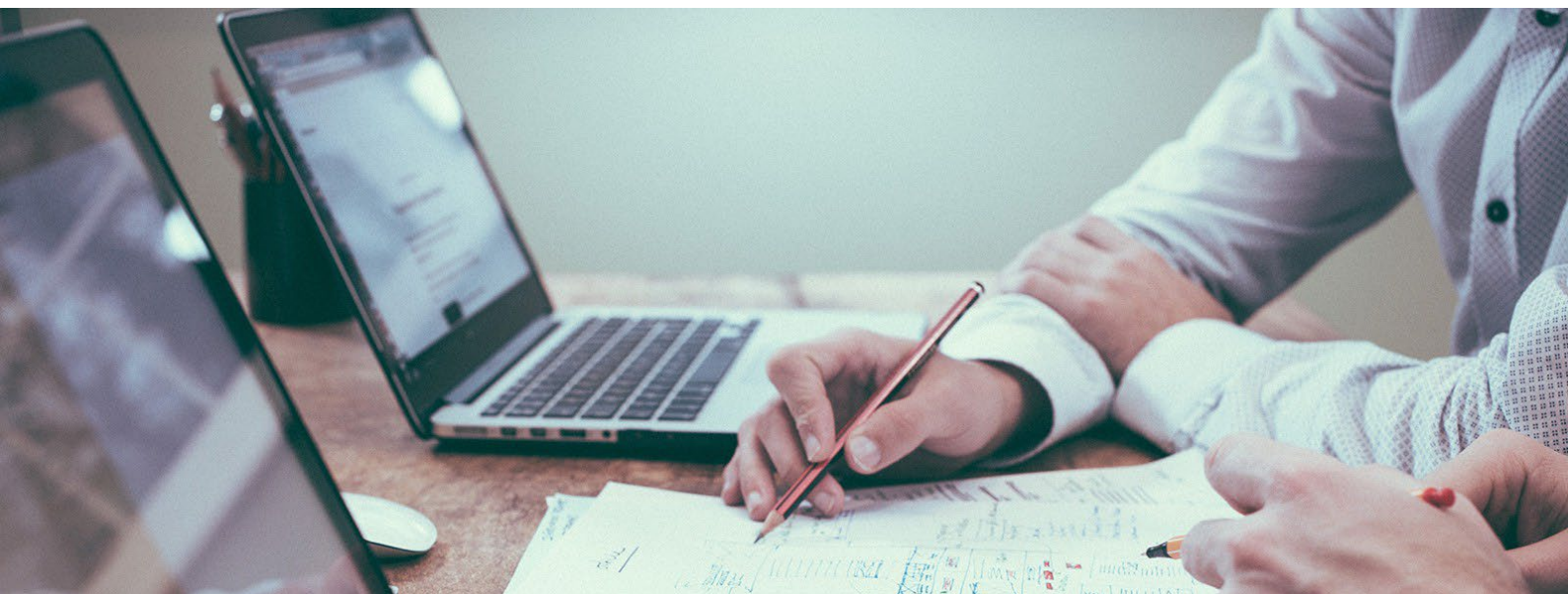
Your compliance. **Our passion.**

Your EMS agency needs a compliance plan but you don't know where to start?

Struggling to figure out who will be responsible for compliance?

Concerned about your risk from the increasing Department of Justice investigations into EMS?

RELAX. **WE CAN HELP.**



You want a compliance program designed with EMS/Fire specifically in mind.

This is why we won't hand you a 3-ring binder of compliance policies never to be heard from again. Instead, we provide you with live access to compliance professionals who specialize in the EMS industry and we provide you with all of the resources you need for a compliance program on day one. Then we constantly update your compliance program to ensure you are always up to date on the most recent requirements. It's as simple as that.

U.S. Department of Justice

"Prosecutors are instructed to probe specifically whether the compliance program is a 'paper program' or one implemented, reviewed and revised in an effective manner."

Let's get started.

Why EMS Compliance?

How we can help you, **today.**

Our Founder, Kevin Fairlie, is an attorney who knows the importance of an effective compliance program; having represented numerous EMS agencies and their executives while under federal investigation for violating laws that a successful compliance program is designed to avoid. Kevin has served as the Chief Compliance Officer for some of the nation's largest EMS agencies dating back nearly 20 years; designing and implementing some of the earliest EMS compliance programs in the nation.



Kevin created the EMS Compliance business model based on his 20 years of experience in the field and with the knowledge that all but the largest EMS agencies cannot justify the expense of hiring or training a full time Compliance Officer. EMS agencies often have one individual who wears every hat in the organization. It's simply unreasonable for that person to also handle the complexities of a successful compliance program alone. So, EMS Compliance was created to be your outsourced compliance provider. We do all of the legwork of the design and implementation of your compliance program for you. From day one, we become your trusted compliance resource by handling the specifics of your compliance program, allowing your leadership to focus on the big items.

In 2018, we knew we were on the right track when the U.S. Department of Justice agreed not to impose their own rigorous compliance requirements on 10 fire departments under investigation after they learned all 10 fire departments had chosen EMS Compliance, LLC as their compliance provider.

"I see it happen all of the time - EMS agencies don't think they need to devote any resources towards compliance until it's too late. It's critical to have a compliance program in place before there's an investigation....and with a compliance program we hope to avoid an investigation in the first place"

- Kevin Fairlie, JD,MHA | **Founder of EMS Compliance, LLC**

Your Compliance Program

Our compliance expertise...
easily implemented.

The Department of Justice, in its published guidelines for effective compliance programs, specifically states they do not want to see a "paper program" when it comes to compliance.

With this in mind, EMS Compliance is designed using a cloud based system that creates a living and breathing compliance program for you that is constantly updated in real time.

Unlike any other product available, your subscription also gives you access to our Compliance Officer Hotline. You can pick up the phone anytime and have compliance issues answered by some of the nation's leading experts.



For one low monthly fee, we provide everything you need for your compliance program. Critically, it is designed to meet every element of the federal "Compliance Program Guidance for Ambulance Suppliers."

Upon signing with EMS Compliance, you receive instant access to your online Compliance Program Dashboard. Here we have all of your compliance program policies and procedures in downloadable Word format. You simply plug in your name and you're ready to roll. Because we're online, we are able to update your information in real time. There's no purchasing updated policy manuals from us.

Your online dashboard also provides you with instantly updated materials including:

- Necessary training modules for your employees in a variety of formats including PDF, PowerPoint, video and online webinars.
- Updated posters, cards, etc. to be posted for employees in order to meet the critical element of having a well publicized compliance program.
- A regularly updated appendix of the most recent laws and regulations and relevant guidance on anything related to healthcare and EMS compliance.

In addition, with your monthly subscription you also have free access to these critical services:

- 8 calls per month to the "Compliance Officer Hotline" where our compliance experts are ready to answer compliance questions for your

leadership.

- Your 1-800 Compliance Hotline that allows your employees to leave anonymous concerns about compliance issues. We triage these calls to determine if true compliance issues exists. If so, we guide you through the necessary steps for an internal compliance investigation (this service alone costs more than \$100/mo on the marketplace.
- At least two free webinars per year designed specifically for your leadership and board members and conducted by our Founder, Kevin Fairlie.

DOJ Guidance on the Elements of an Effective Compliance Program

"A hallmark of an effective compliance program is the existence of an efficient and trusted mechanism by which employees may anonymously or confidentially report allegations of a breach of the company's code of conduct, company policies, or suspected or actual misconduct."

Our founding principles are based on
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Our **Happy** Clients

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Below are three references who will gladly speak with you about our company and services:

P. Michael Snider, Fire Chief

City of Liberty Fire Department

200 W. Mississippi St., Liberty, MO 64068

(816) 588-7451

Robert (Bob) Baer, Assistant City Administrator

(previously Fire Chief)

City of Gladstone

710 N. Holmes Street, Gladstone, MO 64118

(816) 423-4056

Lee Stevens, Fire Chief

South Metro Fire Protection District

611 W. Foxwood Drive, Raymore, MO 64083

(816) 331-3008

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Have Questions?

Contact Us: (866) 557-8223

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Terms & Conditions

Our agreement with you is that you may cancel your subscription at any time and we will refund you with a pro rata share of our fees.

Again, our entire program is designed to be effective but easy to use. That's why everything you need is at your fingertips at our website.

This includes purchasing and signing our EMS Compliance agreement.

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implemented compliance program? **If so,**

Visit Us: www.emscompliance.com

Contact Us: (866) 557-8223

Email Us: MyAccount@emscompliance.com

Network Security & HIPAA Risk Assessment for Flower Mound, TX Fire-EMS Department

Scope of Work

1 Scope

Under this SOW, Fitch & Associates (*Fitch*) will provide Customer with the following list of services ("Services"), as such services are described in detail below:

- **Network Security Risk Assessment**
- **HIPAA Security Risk Assessment**

1.1 Network Security Assessment

Fitch will perform an assessment encompassing the network security supporting up to 500 users. The following technology domains ("Domains") will be reviewed from a network security perspective:

- Enumerate Organizational units and security groups
- User analysis
- Detect local mail server(s)
- Discover network shares
- Detect major applications
- SQL server analysis
- Internet domain analysis
- Password strength analysis
- Missing security updates
- External security vulnerabilities
- Up to 4 interview/elicitation sessions to be completed onsite
- Up to 8 security controls to be sampled from the in-scope Domains
- Up to 3 days examining all Domains

1.2 Out of Scope

Locations, devices, or personnel that are not specifically listed as in scope are out of scope.

Network Security Assessment

- Examination of every device
- Full Configuration Reviews of any devices
- Penetration testing
- Implementation of recommendations
- Logical configuration changes

1.3 HIPAA Risk Assessment

Fitch will perform an assessment encompassing HIPAA security compliance supporting up to 500 users. The following HIPAA security rule domains ("Domains") will be reviewed from a HIPAA security perspective:

- Security management process
- Workforce security
- Information access management
- Security awareness and training
- Contingency plan
- Business associate contracts
- Workstation use
- Workstation security
- Access control
- Audit controls
- Person and entity authentication
- Data encryption
- Device asset inventory
- Device encryption

1.4 Out of Scope

HIPAA Risk Assessment

Locations, devices, or personnel that are not specifically listed as in scope are out of scope.

- Full configuration review of any devices
- Examination of all assets
- Implementation of recommendations

1.5 Location of Service

The Services may be performed either onsite at the Customer location and/or remotely at one or more *Fitch* secure facilities. *Fitch* and Customer will determine the location of the performance of the Services to be performed hereunder.

In most cases, the collection of the required Customer Data will be gathered onsite and the drafting of the Report (as defined below) and recommendations will be built remotely.

2 Methodology

2.1 Network Security & HIPAA Risk Assessment

The Network Security HIPAA Risk Assessment provides a detailed review of Customer's in-scope network security & HIPAA security rule elements through conducting Customer stakeholder interviews, conducting various technology scans, and documentation reviews. The outcome of the assessment will provide recommendations for improving the current network security and HIPAA security compliance to align with industry common practices and regulatory requirements the Customer's environment and requirements.

2.2 Pre-Engagement

Fitch will meet with Customer to clearly establish a detailed plan for the engagement and exchange information, covering the following topics:

- Level set on objectives
- Key personnel, roles and responsibilities
- Review scope and methodology for the engagement
- Technical and functional requirements for the information technology ("IT") organization of Customer in the context of how IT supports the business.
- Exchange of Customer provided and relevant information ("Customer Inputs") such as network diagrams, application flow diagrams, asset inventory, policies & procedures, pre-site visit information
- Timelines and schedules

2.3 Phase 1: Discovery Interviews (Remote)

Fitch will perform interviews as necessary with relevant Customer stakeholders to gather existing knowledge of the existing design including the placement, configuration, activities, operation of, and all documentation for the in-scope discovery. Customer stakeholders include IT responsible personnel, Operational leaders, HIPAA security & compliance officers, and subject matter experts in the area of discovery.

2.4 Phase 2: Collect Documentation (Remote & on-site)

Fitch will request and collect Customer documentation related to the scoped network infrastructure and topology which may include, as available: past risk analysis; data classification standards; recent security projects; diagrams; workflows; audit reports; policies; standards; processes and procedures; network applications; and tools in use; vulnerability and penetration testing reports; asset & device inventory, and a sampling of device configurations. This is an iterative process as one or several documents artifacts analyzed may prompt additional requests.

2.5 Phase 3: Assess Corresponding Environment (on-site)

Customer stakeholder interviews, document artifacts and technology scan results will give a clear picture of the current state of Customer's technology environment and cyber security posture. *Fitch* will examine the inputs collected through Phase one and two to determine whether capabilities are present in Customer's existing network infrastructure to perform sufficiently to Customer's functional and technical requirements.

Mostly through sampling techniques informed by Customer's prioritization, *Fitch* will assess the scoped environment ability to ensure data confidentiality, availability, and integrity.

Through the course of the assessment, *Fitch* will review the placement, capabilities, and functions of the in-scope elements and examination (as needed) of sampled devices, or systems, or relevant applications. *Fitch* will identify inefficiencies and gaps in the environment and will propose amendments to the current environment which will include specific technical recommendations. The environment will be evaluated in the context of common practice well adopted in the Government industry, regulatory requirements, and the needs of Customer. The assessment will include contemplation of current threats facing the Government industry in general drawn from *Fitch's* partnered access to Counter Threat Unit ("CTU") research for Cyber terrorism, intelligence, and global threat visibility.

In making its actionable recommendations *Fitch* will use its extensive experience based in NIST Cybersecurity Framework, Network & security architecture knowledge, and HIPAA Compliance expertise.

3 Service Scheduling

Fitch will contact Customer designated representative within five business days after the execution of this Statement of Work to schedule a time for the services outlined hereunder to be performed. Services outlined within this SOW require a minimum of four (4) weeks advance notification to schedule. *Fitch* will use commercially reasonable efforts to meet Customer requests for dates and times for the delivery of Services, including performance of the Services during Customer designated downtime windows, after business hours, and other Customer scheduling requests. An email confirmation of an agreed upon schedule, sent by *Fitch*, confirmed and returned by email by Customer, shall constitute formal acceptance of such schedule. Once scheduling of any onsite work at Customer facility has been mutually agreed to, any changes by Customer to the onsite work within two (2) weeks of the onsite work to be performed will incur a \$2,000 re-scheduling fee. This re-scheduling fee does not apply to work that does not require travel.

4 Customer Obligations

Customer acknowledges that *Fitch's* ability to perform the Services hereunder is contingent upon the following:

- Customer resources are scheduled and available (technical and stakeholder).
- For onsite Services to be performed, Customer has provided suitable workspace and necessary accesses for *Fitch* staff and equipment.
- Access to Customer computer systems, devices and network as necessary to perform the Services is made available to *Fitch*.
- Access to include domain level administrative privileges to install, configure and deploy non-intrusive network scanning utilities on appropriate designated infrastructure endpoint.
- If Customer does not own such network resources, including IP addresses, hosts, facilities, or web applications, it will have obtained consent and authorization from the applicable third party, in form and substance satisfactory to *Fitch*, to permit *Fitch* to provide the Service.
- Replies to all document requests and other information are timely and in accordance with the delivery dates established in the planning phase.
- If required, Customer scheduled downtime allows adequate time for *Fitch* performance of the Services.
- Until this SOW is fully executed by both parties, Customer understands that the fees proposed herein are only valid for 90 days from the date received.

SDA Additional Customer Obligations

- Customer acknowledges that timely responses support the engagement moving along at a satisfactory pace and delays in responding to and/or providing requested information may result in additional time added to the Retainer.
- Customer acknowledges that document artifacts supplied to *Fitch* are accurate, relevant, and up to date. Variance in any of these three may constitute a scope modification.

5 SOW Term

The term of this SOW shall commence on the SOW Effective Date and terminate on the earlier to occur of (i) the date which is one (1) year thereafter, or (ii) the completion of the Services (the “SOW Term”).

The term of the Services shall commence upon the completion of a kick-off call between *Fitch* and Customer and terminate on the earlier to occur of (i) the SOW Term, or (ii) the completion of the Services (the “Services Term”).

Upon completion of the Services, the Customer designated contact will receive an email confirmation from *Fitch*. Unless otherwise notified in writing to the contrary by the Customer designated contact within thirty (30) days of such email confirmation, the Services and this SOW shall be deemed complete.

6 Disclaimers

6.1 Security Services

Should this SOW include security scanning, testing, assessment, forensics, or remediation Services (“Security Services”), Customer understands that *Fitch* may use various methods and software tools to probe network resources for security-related information and to detect actual or potential security flaws and vulnerabilities. Customer hereby authorizes *Fitch* to perform such Security Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Security Services or otherwise approved by Customer from time to time) on network resources with the internet protocol (“IP”) Addresses identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party, in form and substance satisfactory to *Fitch*, to permit *Fitch* to provide the Security Services. *Fitch* shall perform the Security Services during a timeframe mutually agreed upon with Customer. The Security Services, such as penetration testing or vulnerability assessments, may also entail buffer overflows, fat pings, operating system specific exploits, and attacks specific to custom coded applications but will exclude intentional and deliberate denial of service (“DoS”) attacks. Furthermore, Customer acknowledges that the Security Services described herein could possibly result in service interruptions or degradation regarding the Customer systems and accepts those risks and consequences. Customer hereby consents and authorizes *Fitch* to provide any or all the Security Services with respect to the Customer systems. Customer further acknowledges it is Customer responsibility to restore network computer systems to a secure configuration after *Fitch* testing.

6.2 Compliance Services

Should this SOW include compliance testing or assessment or other similar compliance advisory Services (“Compliance Services”), Customer understands that, although *Fitch* may discuss or relate to legal issues, *Fitch* does not provide legal advice or services, none of such Compliance Services shall be deemed, construed as or constitute legal advice and that Customer is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, any written summaries or reports provided by *Fitch* in connection with any Compliance Services shall not be deemed to be legal opinions.

6.3 Record Retention

Fitch will retain a copy of the Customer Reports and supporting Customer Data in accordance with *Fitch* record retention policy, which provides such retention for a period commensurate with such Customer Reports and supporting Customer Data usefulness and *Fitch*' legal and regulatory requirements and *Fitch* directives.

Unless Customer gives *Fitch* written notice to the contrary prior thereto, then thirty (30) days after delivery of its final report, *Fitch* shall have the right, in its sole discretion, to dispose of all acquired hard drive images and other report backup information acquired in connection with its performance of its obligations under this SOW.



TOWN COUNCIL AGENDA J.10. CONSENT ITEM(S)

DATE: February 5, 2024
FROM: Paul Henley, Fire Chief
ITEM: **Consider approval of the purchase of a Stryker ambulance cot and Power Load System for the 2024 Ford F450 ambulance purchase from Stryker Medical in the amount of \$61,924.39; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Fire and Emergency Services Department has an ambulance that was approved for replacement under the FY23/24 vehicle equipment replacement fund (VERF). The Stryker medical equipment consisting of a Cot and Power Load System is part of this VERF however it will be purchased directly from the vendor at a cost savings for the Town. The amount of purchase is \$61,924.39 which includes equipment and installation. This request is in accordance with the Fleet Department's recommendation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$61,924.39

Proposed Expenditure/(Revenue)
\$61,924.39

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Stryker Power Cot and Load Quote
2. Stryker Sole Source Letter
3. Bid Award Recommendation-Stryker Equipment

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



Flower Mound x Frazer - cot and load 1

Quote Number: 10804427

Version: 1

Prepared For: FLOWER MOUND FIRE DEPT

Attn:

Rep: Marisa Wheeler

Email: marisa.wheeler@stryker.com

Phone Number: 586-713-6031

Quote Date: 12/01/2023

Expiration Date: 02/29/2024

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	PCE	1	\$28,889.66	\$28,889.66
2.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	PCE	1	\$30,647.52	\$30,647.52
Equipment Total:						\$59,537.18

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$744.21
Grand Total:	\$60,281.39

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



December 2022

Power-LOAD® Cot Fastener sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-LOAD Cot Fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Stryker's Power-LOAD (Model 6390) Cot Fastener is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. Stryker's Power-LOAD is the only powered cot fastening system that meets the following:

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD Cot Fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO Cot and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- SAE J3027 compliant when used with Stryker's Power-PRO Cot and X-Restraints

Ease of use:

- Provides a linear guide for loading and unloading the cot.
- Allows for remote actuation from Power-PRO foot end controls.
- Engages to the cot during loading and unloading, providing a means of lifting and lowering.
- Safe working load of 870 lb and capable of lifting patients weighing up to 700 lb.
- Mounts inside the patient compartment to prevent environmental exposure and corrosion.
- Power washable.
- Capable of inductively charging Stryker's SMRT Battery.

Please contact your Sales Representative for further information.

Sincerely,

John Gueskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SMRT, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](https://www.stryker.com)



Bid Award Recommendation

Date: 1/25/2024– VERF FY23-24

Description: **Stryker COT and Power Load for New Medic replacing 61000-07**

Qty.: 1 Kit Consisting of a COT and Power Load with Floor Plate:

Replaces: COT and Power Load Equipment for New Medic replacing 61000-07, a 2018 Ford F450 Medic - Fire

Bidder: Stryker, Heidi McGregor, heidi.mcgregor@stryker.com 586-713-6031 via sole source letter and quote 10855928 Dated 1/24/2024

Item: 1 – Stryker COT and Power Load device to be installed in the new Medic/Ambulance that is replacing current Medic 61000-07

Total Cost of Equipment & Installation:

\$61,924.39

It is Fleet Services recommendation to award the bid to **Stryker** in the amount of **\$61,924.39** utilizing the **enclosed quote and sole source letter.**

Fleet Services Manager

1/25/2024

Date



TOWN COUNCIL AGENDA J.11. CONSENT ITEM(S)

DATE: February 5, 2024
FROM: Travis Cunniff, Assistant Director of Parks and Recreation
ITEM: **Consider approval for a Contractual Services Agreement with Bad Dawg Tennis to provide the services of Tennis Professional from March 1, 2024, through February 28, 2025, with renewal for up to four additional one-year terms. The Parks Board recommended approval by a vote of 6 to 0 at its February 1, 2024, regular meeting.**

BACKGROUND: Bad Dawg Tennis' current contract with the Town to provide professional tennis services began in March 2019 and is due to expire on February 29, 2024, with no more renewal options. As prescribed by the Youth Sports Task Force, the Town developed a Request For Proposals (RFP) seeking interested parties to provide the services of tennis professional. On October 28, 2023, the Town began advertising the RFP and continued to accept proposals from interested parties through December 6, 2023. Staff received a total of two proposals by the deadline. Staff reviewed each proposal and determined that Bad Dawg Tennis provided the most comprehensive community based tennis program.

Bad Dawg Tennis currently has municipal tennis partnerships with City of Highland Village, the City of Denton, and the Town of Prosper, as well as several HOA's throughout Denton and Collin County. The management team of Bad Dawg Tennis are all USPTA certified at the highest level (Elite) and their years of experience have proven that they are able to provide a comprehensive community based tennis program. Bad Dawg Tennis instructors have coached professional players at Grand Slam events, run professional tournaments, coached the world's #1 junior player, and instructed countless numbers of youth and adults in the game of tennis. Bad Dawg Tennis has developed a full range of tennis programs for the communities they serve, and look to continue their offerings provided to the Flower Mound community.

This Agreement will allow Bad Dawg Tennis to conduct and operate tennis programs at the Leonard and Helen Johns Community Park tennis courts. Bad Dawg Tennis agrees to operate the Town's tennis program to include camps, classes, leagues, private lessons, drills, clinics, tournaments, special events, and other professional tennis related services. Specific programs offered include Pee Wee classes for ages 5-6, elementary tennis (grades 1-5), middle school tennis (grades 6-8), advanced middle school tennis, 'Top Dawg' tennis (high school players), and adult tennis.

Additional highlights in the Agreement include addressing such issues as minor maintenance, quality of services rendered, background checks, indemnification, insurance, and termination of Agreement. The Agreement specifically states that the Town will take all program registration online and in-person at the Community Activity Center, and that on a monthly basis, the Town will pay Bad Dawg Tennis 80% of gross revenues received from all programs offered and 90% of gross revenues received from private lessons. Over the course of Bad Dawg's initial 5-years of providing services, total revenue has exceeded \$737,000. Current contractual income from tennis is budgeted for \$190,000 in revenue for fiscal year 23-24.

BOARD REVIEW/CITIZEN FEEDBACK: At the February 1, 2024, Parks Board meeting, the Parks Board voted 6-0 to approve for Town Council consideration a Contractual Services Agreement with Bad Dawg Tennis to provide the services of Tennis Professional.

ALTERNATIVES: N/A

FISCAL IMPACT: \$150,000

Proposed Expenditure/(Revenue)

\$150,000

\$(190,000)

Account Number(s):

100-630-34600-5110

100-4716

LEGAL REVIEW: The Town's standard professional service agreement, 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. Proposed Tennis Agreement 2024

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

**TENNIS SERVICES CONTRACT
WITH
BAD DAWG TENNIS**

THIS TENNIS SERVICES CONTRACT ("Contract") is entered into on this _____ day of _____, 2024, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas ("TOWN"), acting by and through its TOWN Manager or his designee, and, **GRAY EVENT MANAGEMENT, LLC., dba BAD DAWG TENNIS** whose address is 6010 Osage Place, Frisco, TX 75034 ("CONTRACTOR").

WITNESSETH:

WHEREAS, TOWN desires to obtain personal services necessary to organize and operate tennis programs at specified TOWN owned tennis facilities ("Facilities") to the residents of the TOWN (hereinafter referred to as "Services"); and

WHEREAS, CONTRACTOR is certified with the United States Professional Tennis Association and is qualified to provide such Services and desires to provide such Services for TOWN in exchange for the ability to provide a public service and be financially compensated as provided herein below; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties (TOWN and CONTRACTOR) hereto do mutually agree as follows:

**Section 1.
Scope of Services**

CONTRACTOR shall organize, implement, and provide tennis programs at the Facilities, in accordance with the terms of this Contract. Such tennis programs are to include camps, classes, leagues, lessons, drills, clinics, tournaments, special events, and other professional tennis related services (each individually a "Program Event" and collectively the "Program Events").

**Section 2.
Term**

The term of this Agreement shall be for one year beginning March 1, 2024 and terminating on February 28, 2025, unless terminated earlier by the TOWN in accordance with the terms of the Agreement. The Agreement, however, may be renewed by mutual consent of the parties for four (4) additional terms, consisting of one (1) year each, provided CONTRACTOR gives written notice of its intent to renew to the TOWN at least ninety (90) days prior to the expiration of the current term.

**Section 3.
Termination**

A. TOWN may terminate this Contract, with or without cause, upon thirty (30) days prior written notice to CONTRACTOR. Upon termination, CONTRACTOR shall stop all work in progress, including subcontracts. In no event shall any such termination give rise to any claim against TOWN by CONTRACTOR, whether for lost profits, costs, overhead or any other reason.

B. CONTRACTOR may terminate this Contract, with or without cause, upon thirty (30) days prior written notice to TOWN; provided, however, that CONTRACTOR may not terminate this Contract while engaged in an active Program Event and may only terminate this Contract upon thirty (30) days written notice prior to the end of an active Program Event.

Section 4. **CONTRACTOR Fees**

A. On a monthly basis, TOWN shall pay to the CONTRACTOR eighty percent (80%) of gross revenues received from the Program Events. Additionally, the Town shall pay to the CONTRACTOR ninety percent (90%) of gross revenues received from private lessons provided by the management level teaching professionals (Head Pro, Director of Junior Development, and Director of Tennis) assigned to the courts at the Leonard and Helen Johns Community Park, and eighty percent (80%) of gross revenues for all other teaching professionals. All payments are to be made to CONTRACTOR no later than thirty (30) days after the end of proceeding month's Program Events. TOWN shall provide CONTRACTOR a monthly financial report pertaining to Services provided under this Contract that includes registration figures and revenues for each Program Event offered.

B. The TOWN's obligation to pay CONTRACTOR the compensation provided for in this section stops upon the expiration and/or termination of the Agreement.

Section 5. **CONTRACTOR's Responsibilities**

CONTRACTOR agrees to the following:

A. CONTRACTOR shall implement and operate the Program Events.

B. CONTRACTOR shall supervise and perform minor maintenance at Facilities utilized for the Program Events. Minor maintenance shall include, but is not limited to, net repair and replacement, and routine cleaning and sweeping of debris on Facilities surface.

C. CONTRACTOR shall regularly inspect courts and report to the TOWN any conditions of courts that do not meet or satisfy the standards for tennis court adopted and/or applied by the United States Tennis Association for the type of activities to be conducted pursuant to this agreement or which may reasonably pose safety issues for those playing on or otherwise using one or more of the courts. In the event CONTRACTOR observes a condition on a court that poses a potential for injury to person or property, CONTRACTOR shall immediately stop all use of court where condition exists and notify TOWN of nature of the potentially hazardous condition.

D. CONTRACTOR shall reserve the Facilities for the Program Events as prescribed by the TOWN.

E. Every participant in each Program Event must be properly registered for said Program Event with the TOWN.

F. CONTRACTOR will be liable for any losses or damages sustained by CONTRACTOR as part or under the rights and privileges granted by this Contract.

G. CONTRACTOR shall be responsible for any damages to the Facilities caused by the CONTRACTOR, his agents, employees or its subcontractors.

H. CONTRACTOR, its employees, agents, and subcontractors must conduct themselves at all times in a manner acceptable to the TOWN.

I. CONTRACTOR may not assign or delegate the rights or obligations under this Contract without the prior written consent of the TOWN.

J. CONTRACTOR may promote Program Events on CONTRACTORS web site, social media outlets, and/or printed material controlled by CONTRACTOR. TOWN reserves the right to request removal of any content placed on CONTRACTOR'S web site, social media outlet, and/or printed material that TOWN determines, in its sole discretion to be objectionable or violate the TOWN's ordinances, policies, rules, or regulations. CONTRACTOR will answer telephone calls and emails requesting Program Event information and refer interested parties to TOWN for registration.

K. CONTRACTOR will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of services to the public, and will comply with all applicable provisions of Title VII of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973.

L. CONTRACTOR agrees to comply with all TOWN Parks and Recreation Department rules, procedures and policies governing TOWN Recreational Programs and TOWN policies and procedures. Policies applicable to CONTRACTOR may be amended from time to time. CONTRACTOR agrees to abide by and enforce all applicable rules, procedures and policies during the term of this Agreement.

M. CONTRACTOR is an independent contractor. CONTRACTOR's officers, agents, servants and, employees are not entitled to any employment related or any other type of employee benefits from the TOWN and they have no claims against the TOWN for any type of TOWN employee benefits. CONTRACTOR agrees and acknowledges that the TOWN is not responsible for the withholding or the payment of any social security taxes, federal unemployment taxes or federal income taxes for CONTRACTOR's officers, agents, servants, or employees.

N. CONTRACTOR is responsible for obtaining and distributing any required materials and supplies.

O. CONTRACTOR agrees to allow TOWN employees to sit in on any CONTRACTOR's session as deemed necessary by the TOWN in order to observe and audit session operations, to check attendance and to verify CONTRACTOR's adherence to curriculum, rules, policies and procedures. TOWN employees who attend a session as part of their duties and responsibilities as a TOWN employee, or representative, are not considered session participants for purposes of determining CONTRACTOR's compensation. With the exception of CONTRACTOR, an approved substitute instructor, TOWN employees and paid class participants, CONTRACTOR may not allow anyone else to sit in on or observe the session without the TOWN's prior authorization. CONTRACTOR may, at TOWN's request, be required to administer a final evaluation and submit the results to the TOWN.

P. The TOWN and CONTRACTOR acknowledge and agree that all CONTRACTOR personnel and any approved and/or proposed substitute instructors will be the subject of a criminal history background check by the TOWN. CONTRACTOR shall provide the TOWN with appropriate names, addresses, dates of birth, social security numbers, and driver's license numbers of all personnel provided to the TOWN. All such information shall be provided to the TOWN prior to the start date of the first class.

- Q. CONTRACTOR shall not collect any money or fees from class participants for registration.

Section 6.
Insurance

CONTRACTOR shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONTRACTOR shall not commence work under this Contract until it has obtained all the insurance required under the Contract and such insurance has been approved by TOWN; nor shall CONTRACTOR allow any subcontractor to commence work on his 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.

A. Workers' Compensation, as required by law, with the policy endorsed to provide a waiver of subrogation as to the TOWN; Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee \$500,000 disease - policy limit.

B. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, fully insuring CONTRACTOR's liability for injury to or death of employees of TOWN and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$500,000 per person, \$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.

C. It is agreed by all parties to this Contract that the insurance required under this Contract shall:

1. Provide for thirty (30) days notice of cancellation to TOWN, for nonpayment of premium, material change or any other cause.
2. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
3. Relative to Workers' Compensation coverage, waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against TOWN, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by such policies.
4. Identify TOWN as additional insureds on all liability insurance policies.
5. Provide evidence of the foregoing required insurance to:

TOWN OF FLOWER MOUND
c/o Purchasing Division
2121 Cross Timbers Road
Flower Mound, TX 75028

Section 7.
TOWN's Responsibilities

- A. TOWN hereby authorizes and agrees that CONTRACTOR will be the tennis services provider for the TOWN. During the term of this Contract, CONTRACTOR will have the ability to use the Facilities, as assigned by TOWN, during the performance of the Services. At any time the Facilities are not being utilized by CONTRACTOR, TOWN may assign the Facilities to other parties.
- B. TOWN will work with CONTRACTOR to schedule time periods for use of the Facilities by CONTRACTOR during the Term of this Contract. It will be CONTRACTOR's responsibility to meet with TOWN to discuss the scheduling of all Program Events. TOWN will coordinate the tentative schedule discussed with CONTRACTOR for such Program Events and notify CONTRACTOR regarding the availability of the Facilities as requested by CONTRACTOR as soon as is reasonably practicable.
- C. TOWN will promote the Program Events as the TOWN determines in its sole opinion to be appropriate. Such promotion may include providing Program Event registration forms to appropriate Flower Mound schools for distribution, advertisement of Program Events in the utility billing bulletin on a space available basis, posting notices and updates on the TOWN's website, placing information in divisional brochures, issuing press releases, posting notices and program information on bulletin boards, and placing information on Flower Mound TV. The TOWN will answer telephone calls and e-mails requesting CONTRACTOR information and refer interested parties to CONTRACTOR when requested or necessary.
- D. TOWN will coordinate availability of the Facilities with CONTRACTOR.
- E. All Program Event fees shall be paid to the TOWN.
- F. TOWN shall assume responsibility for all refunds to Program Event participants and for the collection of bad checks.
- G. TOWN specifically reserves the right to remove or exclude any person, group or organization from the Facilities based on conduct that the TOWN determines, in its sole discretion, to be objectionable or violate the TOWN's ordinances, policies, rules or regulations and any State or Federal rule, regulation, law or statute.
- H. TOWN shall be responsible for all structural repairs and maintenance to the Facilities due to normal wear and tear when needed.

Section 8.
Indemnity

CONTRACTOR assumes all responsibility for and agrees to defend, indemnify and hold harmless the TOWN and any and all of its boards, commissions, officers, agents, representatives, employees, volunteers and elected or appointed officials from and against any and all suits and causes of action, claims for contribution or indemnity, charges, costs, damages, demands, expenses (including, but not limited to, attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including CONTRACTOR's employees and agents or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident in the performance of this Agreement

occasioned by any error, omission or negligent act on the part of CONTRACTOR or CONTRACTOR's officers, agents, employees or subcontractors.

Section 9. **Negligence**

CONTRACTOR assumes full responsibility for the work and programs conducted by CONTRACTOR pursuant to this Agreement whether or not any claims for bodily injury, death, property damage or any other damage or injury of any kind are alleged to arise from the negligence of CONTRACTOR or CONTRACTOR's personal representatives, successors, contractors, subcontractors, agents, or employees or from any act of negligence by the TOWN, its officers agents and employees. It is the intent of the parties hereto that all indemnity obligations and liability are assumed by CONTRACTOR without regard to the causes thereof or the negligence of any party or parties, including any negligence of the TOWN, its officers, agents and employees, whether the negligence is sole, joint, concurrent, active or passive.

Section 10. **Release of Liability**

CONTRACTOR does hereby release, acquit, and forever discharge the TOWN, its officers, agents, servants and employees, from all liability and from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, attributable to the acts of omissions of CONTRACTOR, CONTRACTOR's personal representatives, contractors, subcontractors, agents and employees, and from any and all losses, damages or claims of damages on account of injury to the person or property of CONTRACTOR or others, or the death of CONTRACTOR or others, arising out of any of the services or courses of instruction provided. This Agreement shall be binding upon CONTRACTOR's heirs, assigns, administrators, executors and legal representatives forever.

Section 11. **Default**

CONTRACTOR's failure to comply with the terms of this Contract will be deemed a default and CONTRACTOR will have thirty (30) days after receipt of written notice from the TOWN to cure such default. If the default is not cured within that period, the TOWN may terminate this Contract. In the event of termination under this section, the TOWN shall have the right, but not the obligation, to assume CONTRACTOR's performance to complete previously scheduled Program Events. If TOWN assumes the obligation to so perform, CONTRACTOR shall be responsible to the TOWN for, and shall pay to TOWN within thirty (30) days after billing therefor, all costs and expenses associated with the performance of the balance of the work required to complete previously scheduled Program Events. CONTRACTOR shall also be responsible for and reimburse to TOWN, within thirty (30) days following demand therefor, any costs or expenses incurred by TOWN in canceling any scheduled Program Events upon CONTRACTOR's nonperformance under this Contract.

Section 12. **Confidential Information**

During the term of this Agreement, CONTRACTOR may have access to, and become familiar with certain confidential information. CONTRACTOR agrees that any confidential information so obtained, including without limitation, any and all computer programs, software, and other proprietary data of whatever type of nature, is confidential information in the nature of a trade secret, and is the exclusive property of the TOWN. CONTRACTOR agrees and

acknowledges that the determination of what constitutes confidential information is a matter of state law, pursuant to Chapter 552 of the Texas Government Code, and that the TOWN is legally obligated to comply with such statute. CONTRACTOR covenants and agrees that it will not directly or indirectly, during or after termination of this Agreement, use for its own benefit, use to the detriment of the TOWN, or divulge to persons other than authorized employees or officers of the TOWN, any confidential information of the TOWN. Upon termination of this Agreement, all confidential information shall be left with or returned to the TOWN. CONTRACTOR agrees that its obligations under this section shall survive the expiration and/or termination of this Agreement.

Section 13. **Equitable Relief**

CONTRACTOR acknowledges that irreparable injury will result to the TOWN in the event of CONTRACTOR's breach of any of the provisions herein. Consequently, in addition to any other rights or remedies available to the TOWN for breach of this Agreement by CONTRACTOR, the TOWN shall be entitled to enforcement by temporary restraining order and/or injunction. The rights and remedies of the TOWN under this Agreement (or otherwise) are cumulative, and no one of them is exclusive of any other or of any right or remedy allowed by law.

Section 14. **Changes**

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

Section 15. **Conflict of Interest**

CONTRACTOR covenants and agrees that CONTRACTOR 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 CONTRACTOR pursuant to this Contract will be conducted by employees, associates or subcontractors of CONTRACTOR.

Section 16. **Mailing Address**

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

The TOWN of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn.: Travis Cuniff
Telephone: 972.874.6341

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

Bad Dawg Tennis
6010 Osage Place

Frisco, TX 75034
Attn: David Gray
Telephone: 469-774-4560

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 by the sending party.

Section 17.
Successors and Assigns

TOWN and CONTRACTOR each bind their successors, executors, administrators and assigns to the other party of 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 CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 18.
Applicable Law

This Contract is entered into subject to the Charter and ordinances of TOWN as they 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. CONTRACTOR 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 CONTRACTOR's income.

Section 19.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason 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.

Section 20.
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.

Section 21.
Entire Agreement

This Contract embodies the complete 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.

Section 22.
Non-Waiver

The waiver by the TOWN of a breach of any provision of this Contract by CONTRACTOR shall not operate or be construed as a waiver of any subsequent breach by CONTRACTOR.

Section 23.
Headings

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

Section 24.
Venue

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.

Section 25.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties 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 CONTRACTOR 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 CONTRACTOR.

Section 26.
Attorney's Fees

If an action at law or in equity by the TOWN is necessary to enforce the terms of this Contract, the TOWN shall be entitled to recover its reasonable attorney's fees and costs, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

THE TOWN:

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

CONTRACTOR:

By: _____
Name: David Gray, Owner/Director Bad Dawg Tennis

Date Signed: _____



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

DATE: February 5, 2024
FROM: Theresa Scott, Town Secretary
ITEM: **Consider approval of a Resolution to create a Historical Commission and a Memorandum of Understanding between the Town of Flower Mound, Texas and Denton County regarding the storage of historical artifacts.**

BACKGROUND: On August 22, 2022, the Town Council appointed a Historical Task Force (HCTF) to conduct a needs assessment to identify historical places, artifacts, people, and events of importance that shaped the history of the Town, and to assess whether the Town would be best served by a town Historical Commission, a stand-alone 501(C) (3) Historical Society, or a completely different approach. The following individuals served on the HCTF:

1. Jacque Narrell
2. Mark Glover
3. Adam Shear
4. Marsha Gavitt
5. Cindy Clark
6. Kathy Blair
7. Terra Klarich

The HCTF held nine public meetings between 10/19/22 and 11/1/23. On November 6, 2023, the HCTF recommended that the Town Council establish a Historical Commission.

On December 4, 2023, the Town Council provided direction to create a Historical Commission.

Town staff met with the Historical Commission Task Force on January 30, 2024, to discuss the draft resolution and Memorandum of Understanding (MOU), and there was agreement with the content of the documents as written.

The attached draft resolution creates the Historical Commission, including its duties and responsibilities. The attached MOU between the Town and Denton County is a companion document to provide structure relative to the handling of town artifacts and information. The MOU would need to be approved by the County before it's considered official.

The Town Council will need to appoint the 10 Historical Commission members, with one member being a non-voting ex-officio representative of the Denton County Office of History and Culture. All previous Historical Commission Task Force members were contacted and remain interested in serving on the Historical Commission.

BOARD REVIEW/CITIZEN FEEDBACK: The Historical Commission Task Force recommended creating a Town of Flower Mound Historical Commission.

ALTERNATIVES:

FISCAL IMPACT: If the Commission meets once per month there is a cost of \$60 per meeting for broadcast services.

Proposed Expenditure/(Revenue)
\$N/A

Account Number(s):
100-XXX-XXXXX-XXXX

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

ATTACHMENTS:

1. Resolution_Creation of Historical Commission
2. MOU_TOFM - Denton County

DRAFT MOTION: Move to approve as presented in the agenda caption, and appoint the following members, effective 30 days following the passage of this resolution, and ending September 30, 2024, for even # places, and September 30, 2025, for odd # places.

_____, Place 1	_____, Place 5	_____, Place 8
_____, Place 2	_____, Place 6	_____, Place 9
_____, Place 3	_____, Place 7	_____, Place 10
_____, Place 4		

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

A RESOLUTION ESTABLISHING THE HISTORICAL COMMISSION OF THE TOWN OF FLOWER MOUND; DEFINING THE DUTIES AND RESPONSIBILITIES OF THE COMMISSION; PROVIDING FOR THE APPOINTMENT OF MEMBERS OF THE COMMISSION; ESTABLISHING THE TERM OF OFFICE FOR EACH COMMISSION MEMBER; 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 wishes to create a Historical Commission ("Commission") to preserve the Town's history; and,

WHEREAS, the purpose of this Commission is to identify, collect, and preserve information and artifacts relevant to the Town's history with emphasis on the authenticity of all historical information and items received; and,

WHEREAS, each Commission member will be appointed by the majority vote of Town Council of Flower Mound (the "Town Council").

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

**SECTION 1
MEMBERS, TERM, AND RESIDENCY REQUIREMENTS**

- (1) Commission members shall serve in an advisory and participative role on matters involving the Town's history, and as outlined in the duties and responsibilities of this document.
- (2) The Commission shall consist of ten (10) members:
 - (A) Seven (7) regular members must be Flower Mound residents for at least five (5) years and be a qualified voter of the Town at the time of their appointment; and,
 - (B) The Town Council may waive the residency requirement for up to two (2) regular members if the prospective member(s) have an extensive background and knowledge of the Town or its historic heritage; however, they must reside in Denton or Tarrant County; and,

- (C) One (1) representative from the Denton County Office of History and Culture (“OHC”) shall serve as an ex official non-voting member of the Commission.
- (3) The term of office for each Commission member shall be two (2) years and members shall be designated as places one (1) through ten (10). Places one (1), three (3), five (5), seven (7), and nine (9) shall be appointed to two-year terms ending on September 30 in odd numbered years. Places two (2), four (4), six (6), eight (8), and ten (10) shall be appointed to a two-year term ending on September 30 in even numbered years.
- (4) Members who cease to reside in the Town, or County, as applicable, during their term of office shall immediately forfeit their office.
- (5) Other qualifications for membership include a sincere interest in history, general knowledge of the Town and its history, the ability to work with the public, Town staff, Town boards, and have the time to devote to this service.
- (6) Commission members serve at the will and pleasure of the Town Council and may be removed at any time prior to the end of their term.
- (7) Commission members shall serve without compensation.
- (8) The initial Commission members are as follows, effective 30 days after the passage of this resolution, and with a term expiration date as indicated below:

Name	Place Number	Term Expiration Date
	1	09/30/2025
	2	09/30/2024
	3	09/30/2025
	4	09/30/2024
	5	09/30/2025
	6	09/30/2024
	7	09/30/2025
	8	09/30/2024
	9	09/30/2025

Ex-Officio Representative from Denton County Office of History and Culture.	10	09/30/2024
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**SECTION 2
MEETINGS, QUORUM**

- (1) The Commission shall meet on the second Thursday of each month at 6:30 p.m. at Town Hall, Jody Smith Hall, 2121 Cross Timbers Rd, Flower Mound, Texas, unless there is no Commission business at hand.
- (2) All meetings shall be held in conformance with the Texas Open Meetings Act (Government Code Ch. 551).
- (3) A majority, five (5) voting members, shall constitute a quorum to do business, and the affirmative vote of the majority of those present and voting shall be necessary to pass any motion or recommendation. The ex-officio member shall not count towards a quorum of the Commission.
- (4) All voting shall be by roll call.
- (5) All meetings of the Commission shall be open to the public and posted in accordance with state law.
- (6) The Commission may form subcommittees from its membership and delegate to these committees responsibilities specific to carrying out the purposes of the Commission, and as outlined in their duties and responsibilities.
- (7) At the first scheduled meetings in October of each year, or as soon thereafter as practicable, the first item of business shall be the selection of the Commission's chairperson and vice-chairperson from among the membership.
- (8) The chairperson shall be a voting member and preside over meetings.
- (9) The vice-chairperson shall assist the chairperson in directing the affairs of the Commission.
- (10) In the absence of both the chairperson and vice-chairperson, any voting member of the Commission may be selected as acting chairperson for that particular meeting by a majority vote of the members present.

SECTION 3 DUTIES AND RESPONSIBILITIES

(1) Collection of historical items and information.

- (A) The Commission shall act as a clearinghouse for items and information of important historical significance to the Town.
- (B) The Commission shall develop a policy for the acceptance, deaccession, loan, and maintenance of items and information of historical significance, including criteria and procedures, as adopted by Town Council.
- (C) The Commission shall acquire items and information that have a historical significance to the Town using established acceptance criteria and predetermined procedures as outlined in the policy document. Once accepted, these same items would be considered Town property.
- (D) Written property owner consent is required to enter private property for the purpose of reviewing or securing items of historical significance.

(2) Historical projects.

- (A) Develop procedures and guidelines for conducting oral history interviews, including coordination with staff.
- (B) Coordinate with staff to create a web presence for significant historical locations in Flower Mound.
- (C) Advise staff regarding any issues or updates to the recorded history of Flower Mound in the book *Sweet Flower Mound Land*.
- (D) Submit articles of historical significance to staff for possible use in various Town publications.
- (E) Identify historical landmarks located in Flower Mound and provide recommendations for their care and maintenance to the proper authority.

(3) Special matters.

- (A) Coordinate with Town departments for various special projects that aligns with the Commission's purpose.
- (B) Suggest sources of funds for preservation initiatives, including but not limited to state and federal grant opportunities.

(4) **Public engagement.**

- (A) Increase public awareness on the importance of preserving the Town's history by developing and participating in public education programs.
- (B) Serve as a resource for the Gibson Grant Log House by assisting in programs, tours, exhibits, or events, and train or serve as docents.
- (C) Coordinate with Town departments for opportunities to showcase the Town's history at current or future events.
- (D) Listen to citizen input relative to preserving the Town's history.

(5) **Advisory resources.**

- (A) Make recommendations to Town Council, the Cultural Arts Commission, and Town staff on the use of historic icons throughout the community.
- (B) Establish working relationships with individuals or organizations interested in preserving the Town's history, including but not limited to The Flower Mound Foundation.
- (C) The Commission may use the services of volunteers through the Town's volunteer application process to help carry out the duties and responsibilities of the Commission.
- (D) Collaborate with the Parks Board for the naming and renaming of parks, trails, greenbelts, and facilities specific to historical figures.
- (E) Utilize the OHC as a resource and as outlined in the Memorandum of Understanding between the Town and Denton County.

(6) **Reporting.**

- (A) Staff liaisons will seek input from the Commission for work topics and priorities for council discussion and consideration during their annual strategic planning session.
- (B) The Commission will provide a report to Town Council on current or future projects during the annual board and commission reporting process.

(7) **Other.**

- (A) The Commission may perform such other duties as prescribed by the Town Council by ordinance or resolution.

- (B) As the Commission serves in an advisory capacity only, the Commission and its individual members may not legally or financially bind the Town in any respect.

SECTION 4 TOWN STAFF RESPONSIBILITIES

(1) Meetings.

- (A) Schedule and post meeting agendas in coordination with the chair and the Open Meetings Act.
- (B) Record and maintain minutes of all Commission meetings.

(2) Communication.

- (A) Manage correspondence addressed to the Commission via email or other methods and apprise the Commission, as warranted.
- (B) Coordinate with the OHC and other resources to provide no cost training opportunities for Commission members.
- (C) Serve as liaison between the Commission, Town staff, Town boards, and community organizations for education and collaboration opportunities.
- (D) Create, update, or maintain content on the Town's website regarding important historical information.

(3) Administrative.

- (A) Assist with meeting room reservations and set up at Town facilities for regular and sub-committee meetings.

(4) Events.

- (A) Seek and present community engagement opportunities for Commission members to participate in that are aligned with the Commission's purpose.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____ ON THIS THE 5TH DAY OF FEBRUARY, 2024.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

THE STATE OF TEXAS

COUNTY OF DENTON

**MEMORANDUM OF UNDERSTANDING
BETWEEN DENTON COUNTY, TEXAS,
AND
THE TOWN OF FLOWER MOUND, TEXAS,
FOR FLOWER MOUND HISTORICAL ITEMS AND OTHER SERVICES.**

This Memorandum of Understanding ("MOU") is made and entered into as of _____, 2024 (the "Effective Date") by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, hereinafter the "County", and the Town of Flower Mound, Texas, 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, hereinafter the "Town". The County and the Town are collectively referred to herein as "the Parties." The purpose of the MOU is to set forth the terms and understanding between the County and the Town regarding handling historical artifacts in the Town of Flower Mound, and other services.

WHEREAS, the purpose of the Denton County Office of History and Culture is to preserve, protect, and promote the history of the County, hereinafter "OHC;" and,

WHEREAS, the Town desires to transfer some historical documents and artifacts to the County, which will be held in trust by the County, and contingent on the terms of this MOU; and,

WHEREAS, the OHC is a division of Denton County; and,

WHEREAS, under Section 318.009 of the Texas Local Government Code, the Commissioners Court has statutory authority to make agreements with governmental agencies or private organizations and appropriate funds from the general fund of the County for the purpose of:

- (1) Erecting historical markers and monuments;
- (2) Purchasing objects and collections of objects that are historically significant to Denton County;
- (3) Preparing, publishing, and disseminating, by sale or otherwise, a history of the County;
- (4) Hiring professional staff and consultants;
- (5) Providing matching funds for grants;

(6) Funding other programs or activities as suggested by the Texas Historical Commission and the Commissioners Court; and,

WHEREAS, the County and Town are authorized to enter into this MOU by their respective governing bodies; and,

WHEREAS, the County and Town wish to preserve and make available for public viewing certain documents and artifacts, which provide insight into the Town's history; and,

WHEREAS, the County and Town have agreed to collaborate on storing items associated with the Town's history; and,

WHEREAS, the County and Town wish to collaborate on educational opportunities and resources that can be utilized by the Town's Historical Commission; and,

WHEREAS, all expenditures related to the storage of historical items or other services to be made hereunder shall be jointly agreed upon in advance by both Parties; and,

NOW, THEREFORE, in consideration of the following promises, covenants, conditions, and the mutual benefits to accrue to the Parties to this MOU, the Parties, desiring to cooperate in function agree as follows:

I.
Recitals Incorporated

All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety at this point. The Parties agree that each shall act in good faith to effectuate the terms of this MOU.

II.
County's Responsibilities

The County agrees, through the OHC, to:

- (1) Provide space, as available, for the items at a location that meets the requirements described in the OHC Collections Management Policy, Section VIII (A. Storage); and,
- (2) Catalog, preserve, maintain, and properly store Flower Mound items as described in the Denton County OHC Collections Management Policy; and,
- (3) Retain all artifacts from the Town not being used at the County's facilities and under the County's care; and,

- (4) Aid in the research, writing, and production of text and graphics for the items; and,
- (5) Recommend props, fixtures, and furniture for the items; and,
- (6) Transport artifacts between the Town and County facilities as needed; and,
- (7) Make items available to the public in accordance with OHC rules and regulations; and,
- (8) Collaborate with the Town to provide educational outreach opportunities for Town staff or Historical Commission members.

III.
Town's Responsibilities

The Town agrees to:

- (1) Provide space for an exhibit at a location selected by the Town should traveling museum services be used; and,
- (2) Maintain ownership of Flower Mound documents and artifacts and transfer those same items to the County, in trust, for care and maintenance; and,
- (3) Be responsible for expenses for the items, including, but not limited to: proper lighting, security, fixtures and furniture, and exhibit and preservation supplies; and,
- (4) Report to the OHC if any damage has occurred to items or if the artifacts need attention; and,
- (5) Neither add to nor take anything from storage without first consulting the OHC.

IV.
General Conditions

- (1) Term. The MOU will remain in force until terminated.
- (2) Termination. Either party may terminate this MOU for any reason upon providing 30 days written notice to the other party. This MOU shall automatically terminate in the event of the dissolution of the Denton County Office of History and Culture. Upon termination or expiration of this MOU, ownership of Flower Mound items shall immediately revert to the Town.
- (3) Amendment. Only upon written concurrence of both Parties can this MOU be amended.

- (4) Cooperation of Parties. It is the intention of the Parties that any details of providing services anticipated by this MOU that are not addressed by the terms of this MOU shall be worked out in good faith by both Parties when possible and added as amendments to this MOU, as needed.
- (5) Hold Harmless. Each Party hereby holds the other Party to this MOU harmless from and against any and all claims and for all liability arising out of, resulting from, or occurring in the performance of this MOU by its agents or employees.
- (6) Scope of Items. The County reserves the right to refuse storage of items based on size and storage limitations.
- (7) Effective Date. This MOU is effective upon execution by both Parties. By signing this MOU, the signatories acknowledge that they are acting under proper authority from their governing bodies.
- (8) Notices. Any notices required by this MOU to be in writing shall be addressed to the respective Parties as follows, as detailed in the signature blocks to this MOU, below.
- (9) Expenses. The Parties shall be responsible for their respective expenses associated with carrying out the provisions of this MOU. Each party paying for the performance of governmental functions or services detailed in this MOU shall make those payments from current revenues available to the paying party.

- - - SIGNATURES ON NEXT PAGE - - -

Town of Flower Mound, Texas

Acting by and on behalf of the authority Copy To:
of the Flower Mound Town Council:

Derek France, Mayor
Town of Flower Mound, Texas
2121 Cross Timbers Rd
Flower Mound, Texas 75028
mayor@flower-mound.com

Theresa Scott, Town Secretary
Town of Flower Mound, Texas
2121 Cross Timbers Rd
Flower Mound, Texas 75028
townsecretary@flower-mound.com

Denton County

Acting by and on behalf of the authority Copy To:
The Denton County Commissioners
Court:

Andy Eads, Denton County Judge
110 West Hickory, 2nd Floor
Denton, Texas 76201

Peggy Riddle, Director
Denton County Office of History and Culture
110 West Hickory, 1st Floor
Denton, Texas 76201

Executed in triplicate originals this ____ day of ____ 2024.



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

DATE: February 5, 2024
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Public Hearing to consider a resolution approving the implementation of a Public Improvement District and other matters pertaining thereto.**

BACKGROUND: The purpose of this item is to consider a resolution approving the implementation of Public Improvement District (PID), anticipated to be designated as the Furst Ranch Public Improvement District No. 1.

Prior to a PID being created within the Town, the Council may approve the implementation of a PID after discussion and debate. This item is to allow that discussion and debate prior to a Council vote on the Resolution (Attachment 1).

PID DISCUSSION HISTORY:

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 (P3), on [November 16, 2023](#).

On [December 18, 2023](#), the Town Council received a presentation from P3 regarding the request for a PID for the Furst Ranch development project.

PID AUTHORIZATION:

The Town is authorized pursuant to Chapter 372 of the Texas Local Government Code, as amended, to create a PID within the Town's corporate limits. In addition, the Town Charter provides for several additional provisions related to the creation of a PID. If the Town Council adopts a resolution authorizing the implementation of a PID, the creation of the PID must be submitted to the voters of 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 to permit the PID within the Town.

The basis of the request to the Town is contained as an attachment to the Resolution, as a draft Petition to the Town to create the PID. The Petition identifies the properties that will be part of the PID and benefit directly by the improvements contemplated by the developer.

The Town's Charter provisions concerning PIDs are unique among Texas municipalities. It's

important to note that approval of this Resolution, and approval of an election ordinance are actions taken pursuant to the Town's home rule charter requirements. They do not constitute actions taken pursuant to Chapter 372 and to not circumvent, replace or supersede the PID creation process or any future actions of the Town Council required by Chapter 372, and that such future actions of Town Council, if any, are discretionary.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The Town Council has the discretion to approve or deny the Resolution approving the implementation of a PID.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. PID Resolution and Application

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

RESOLUTION NO. ____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF FLOWER MOUND, TEXAS, APPROVING THE
IMPLEMENTATION OF A PUBLIC IMPROVEMENT
DISTRICT AND OTHER MATTERS PERTAINING
THERE TO; PROVIDING THAT THE PROVISIONS
CONTAINED HEREIN ARE SEVERABLE; 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 Texas Local Government Code; and

WHEREAS, the Town Council (the “Town Council”) of the Town of Flower Mound, Texas (the “Town”), has received an application (the “Application”) requesting creation of a public improvement district (the “PID”) under Chapter 372 of the Texas Local Government Code (the “Act”); and

WHEREAS, pursuant to Section 7.16 of the Town’s home rule charter, the Town Council must receive the Application and approve the implementation of the PID; and

WHEREAS, once approved by the Town Council, the creation of such PID must be submitted to the voters of the Town.

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

SECTION 1. Pursuant to Section 7.16 of the Town home rule charter, the Town Council hereby accepts the Application for the creation of a PID attached hereto as Exhibit “A” and approves the implementation of the proposed PID.

SECTION 2. At the time prescribed by law, an election shall be called for the May 4, 2024, uniform election date, to allow the qualified voters of the Town to consider the question of authorizing the Town Council to create a PID within the corporate limits of the Town and that at such election, all registered voters of the Town may vote “FOR” or “AGAINST” permitting the proposed PID within the Town.

SECTION 3. Town staff is hereby authorized and directed to take all actions necessary to implement the proposed PID pursuant to Section 7.16 of the Town home rule charter to effectuate an election on the measure set forth above on the May 4, 2024, uniform election date.

SECTION 4. All of the above recitals are hereby found to be true and correct factual determinations of the Town and are hereby approved and incorporated by reference as though fully set forth herein.

SECTION 5. Approval of this Resolution, approval of an election ordinance for submitting to the qualified voters of the Town related to the question of the creation of the PID

within the corporate limits of the Town at the May 4, 2024, election, are all actions taken pursuant to the Town's home rule charter requirements and do not constitute actions taken pursuant to the Act and to not circumvent, replace or supersede the PID creation process or any future actions of the Town Council required by the Act, and that such future actions of Town Council, if any, are discretionary.

SECTION 6. If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Town Council hereby determines that it would have adopted this Resolution without the invalid provision; and

SECTION 7. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

DULY RESOLVED by the Town Council of the Town of Flower Mound, Texas, on the 5th day of February, 2024.

Derek France, Mayor
Town of Flower Mound, Texas

ATTEST:

Theresa Scott, Town Secretary
Town of Flower Mound, Texas

EXHIBIT A - Application for 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

EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

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**.

EXHIBIT A - Application for PID

- 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.

EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

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 - Application for PID

EXHIBIT A OWNERSHIP INFORMATION

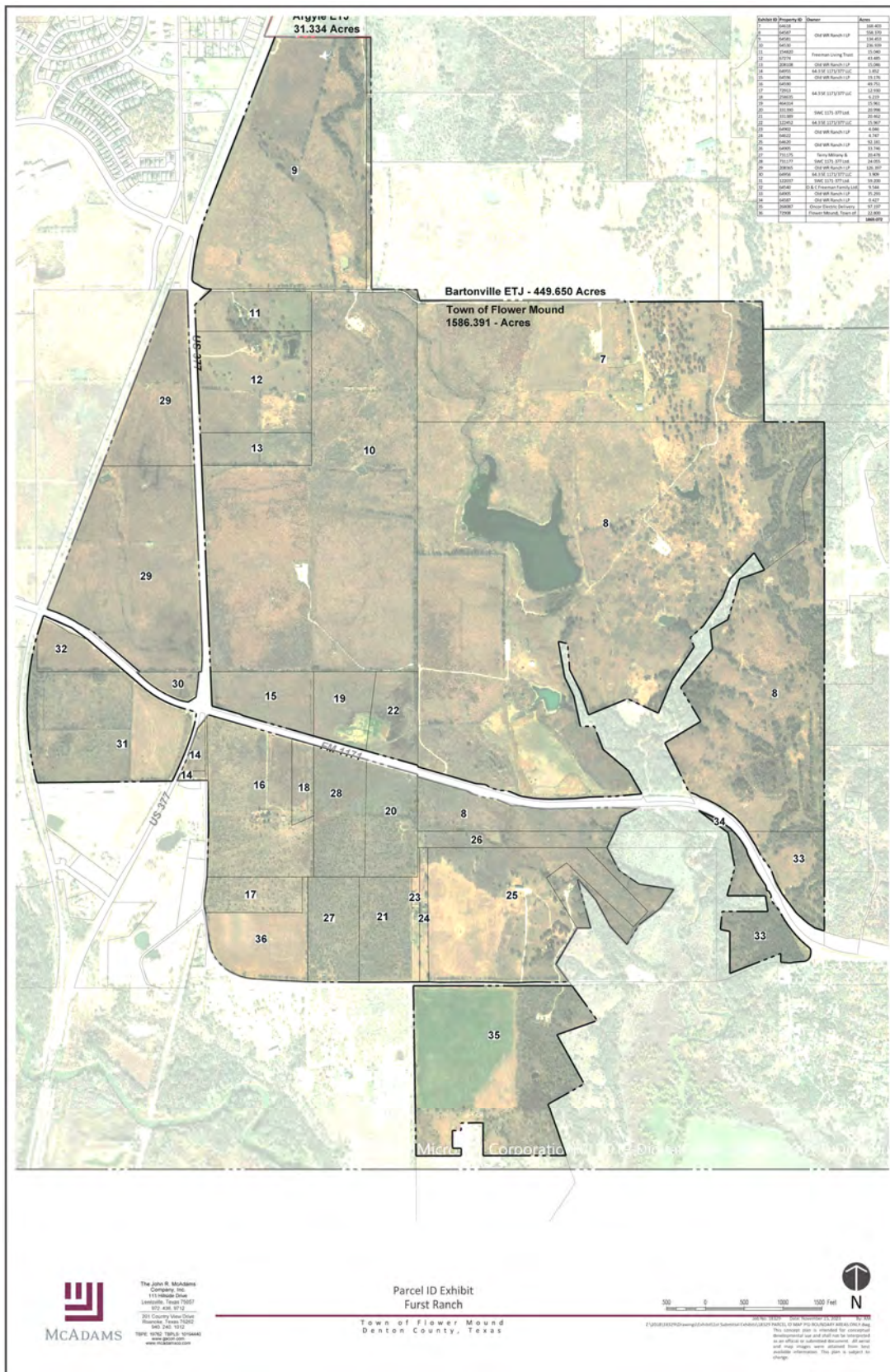


EXHIBIT A - Application for PID

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 & SWC 1171-377 Ltd.	20.478
28	731177		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 A - Application for PID

EXHIBIT B-1

ORDINANCE NO. 48-22 ZONING 1,066 ACRES MIXED USE

EXHIBIT A - Application for PID



AFFIDAVIT OF AUTHENTICITY

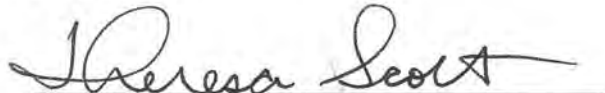
THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE TOWN OF FLOWER MOUND ORDINANCE NO. 48-22 WHICH WAS APPROVED AT THE TOWN COUNCIL MEETING OF OCTOBER 3, 2022, OF WHICH THE ORIGINAL IS IN EITHER ELECTRONIC OR PAPER FORMAT AND IS ON FILE IN THE TOWN SECRETARY'S OFFICE OF THE TOWN OF FLOWER MOUND LOCATED 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,
TEXAS


Theresa Scott
Town Secretary

STATE OF TEXAS

§

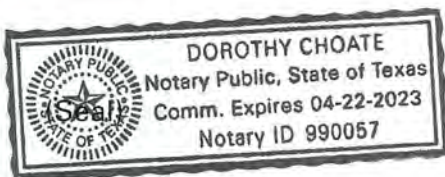
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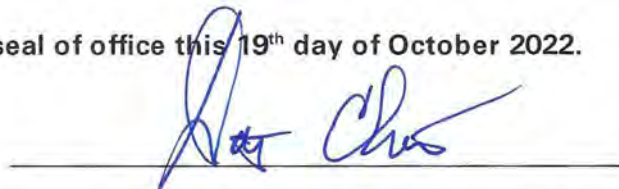
COUNTY OF DENTON

§

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.





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



SHUPE VENTURA, PLLC
ATTORNEYS & COUNSELORS



EXHIBIT A - Application for PID

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

Page 2

EXHIBIT A - Application for PID

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 Burrell 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

EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID

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.

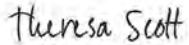
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 3 TO 2, ON THIS THE 3RD DAY OF OCTOBER, 2022.

APPROVED:



Derek France, MAYOR

ATTEST:



Theresa Scott, TOWN SECRETARY

EXHIBIT A - Application for PID

EXHIBIT A

EXHIBIT A - Application for PID

Flower Mound Ranch

Mixed-Use Ordinance

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SECTION 4:	ARCHITECTURE DESIGN STANDARDS
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SECTION 6:	STREETS
SECTION 7:	PARKING
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EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID

Enlarged notes and table from Figure 1.1

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

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

NOTE:

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

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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.

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Figure 1.3 Map Illustrating General Locations Permitted for Certain Conditional Uses

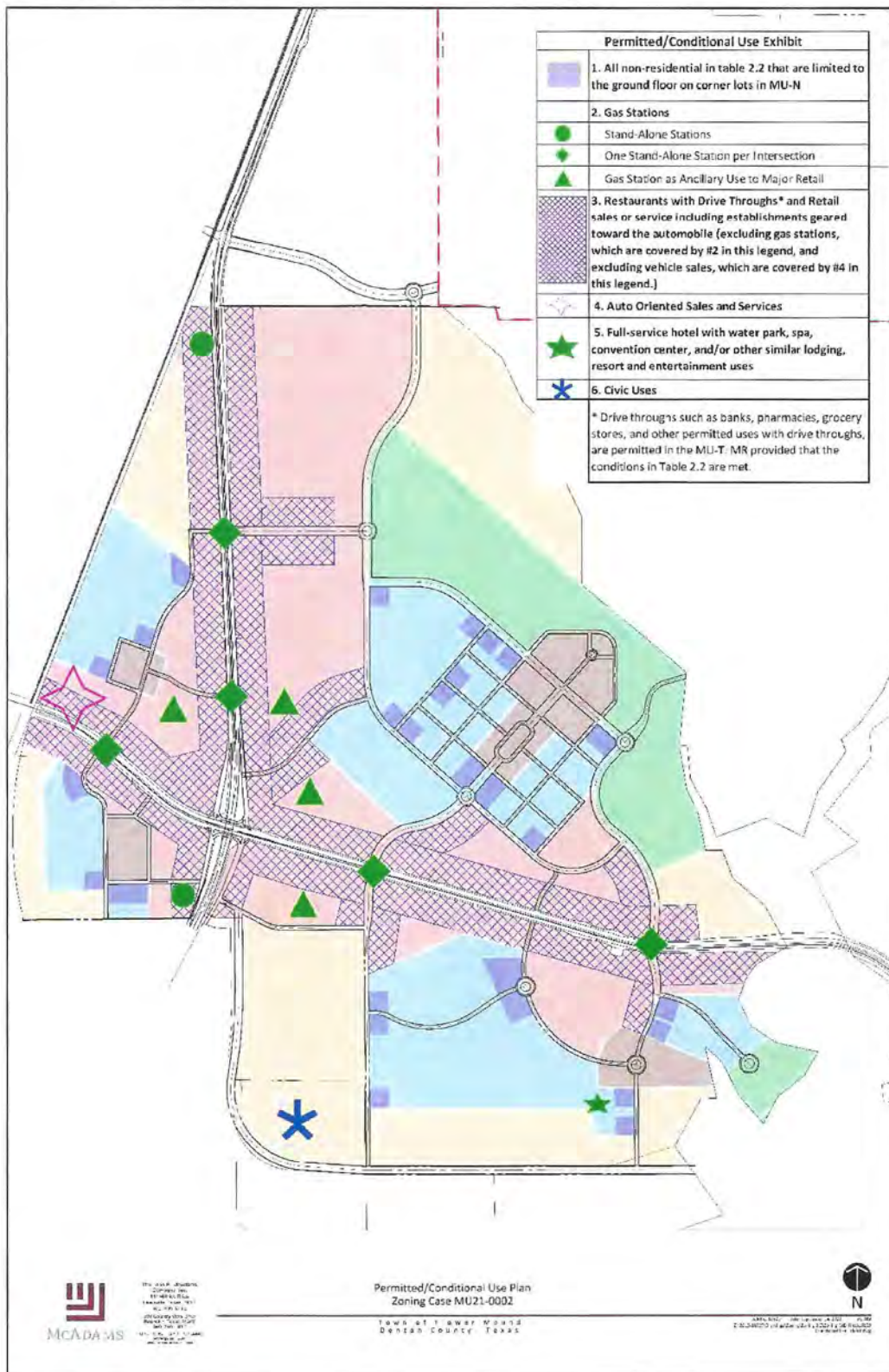


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Figure 1.4: Phasing Plan – Preliminary, Conceptual and Non-Binding

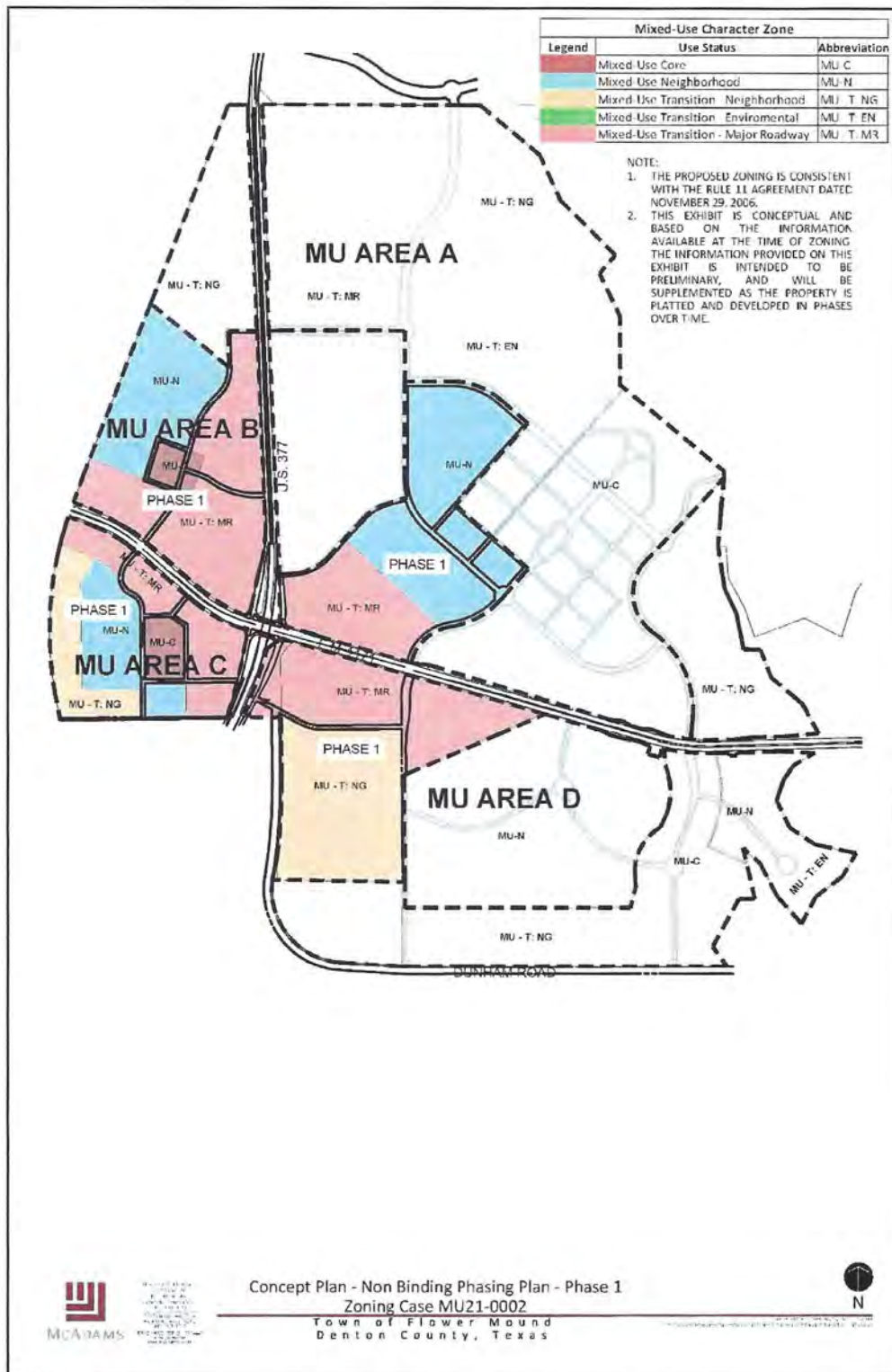


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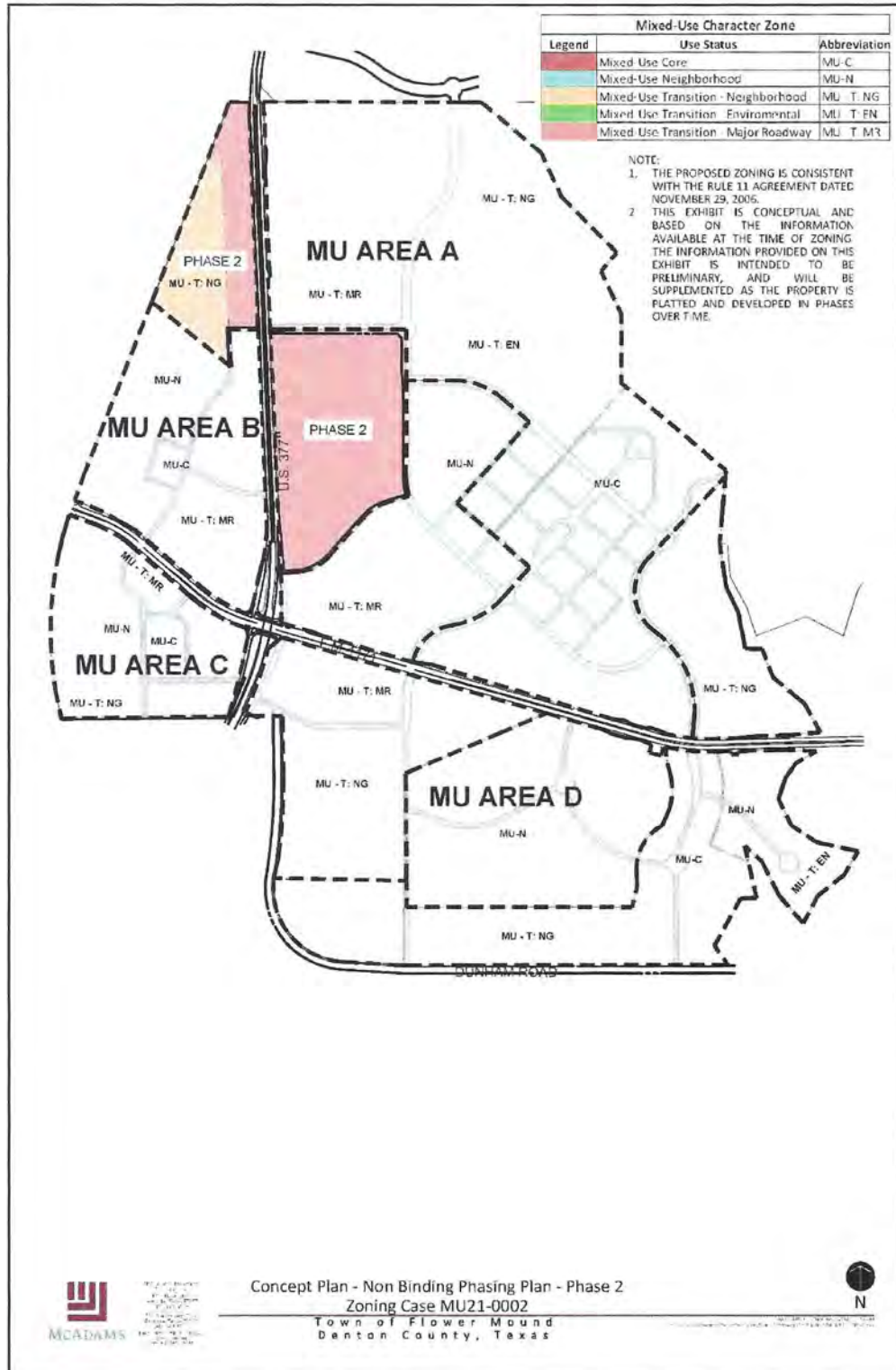


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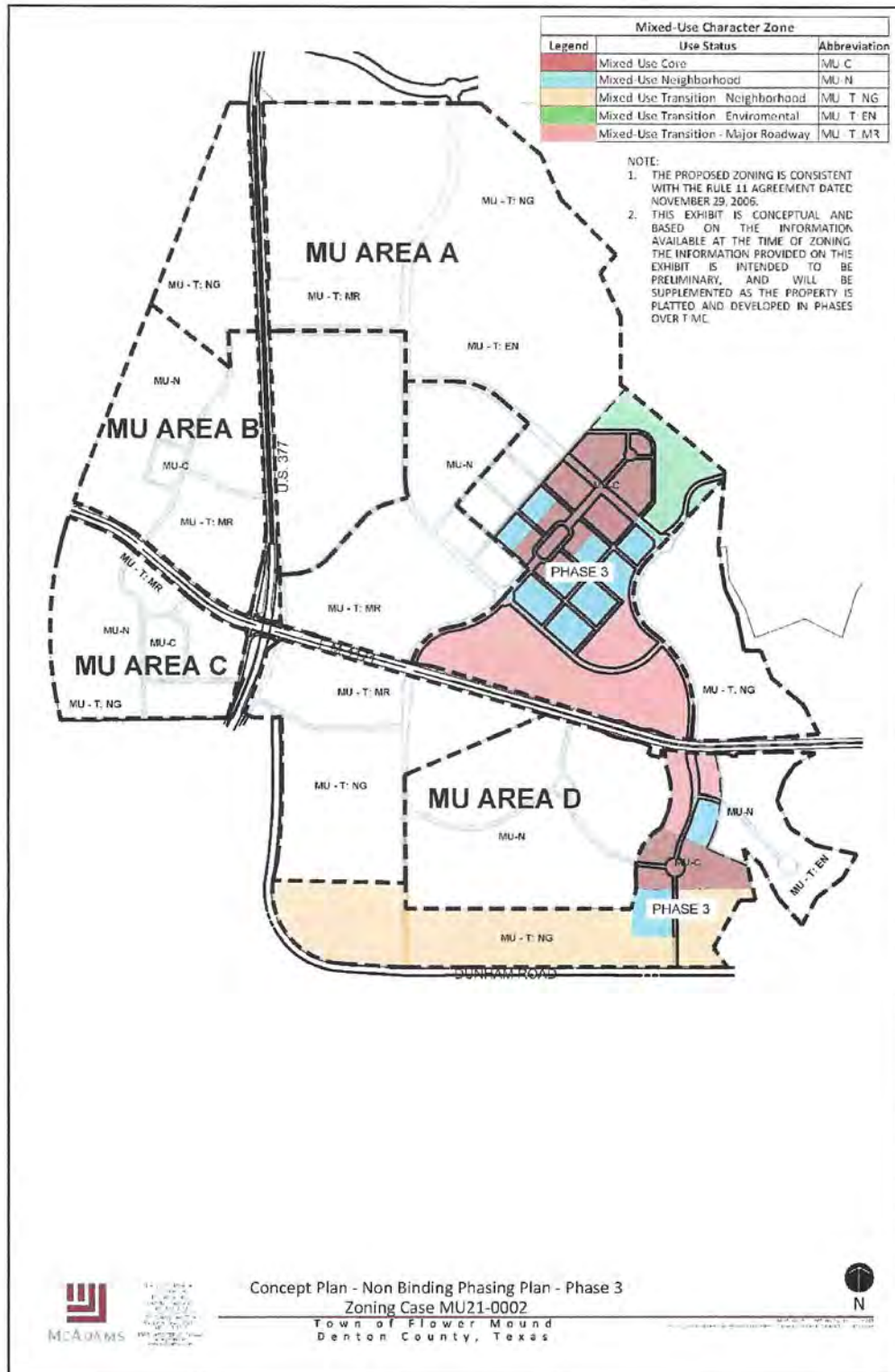


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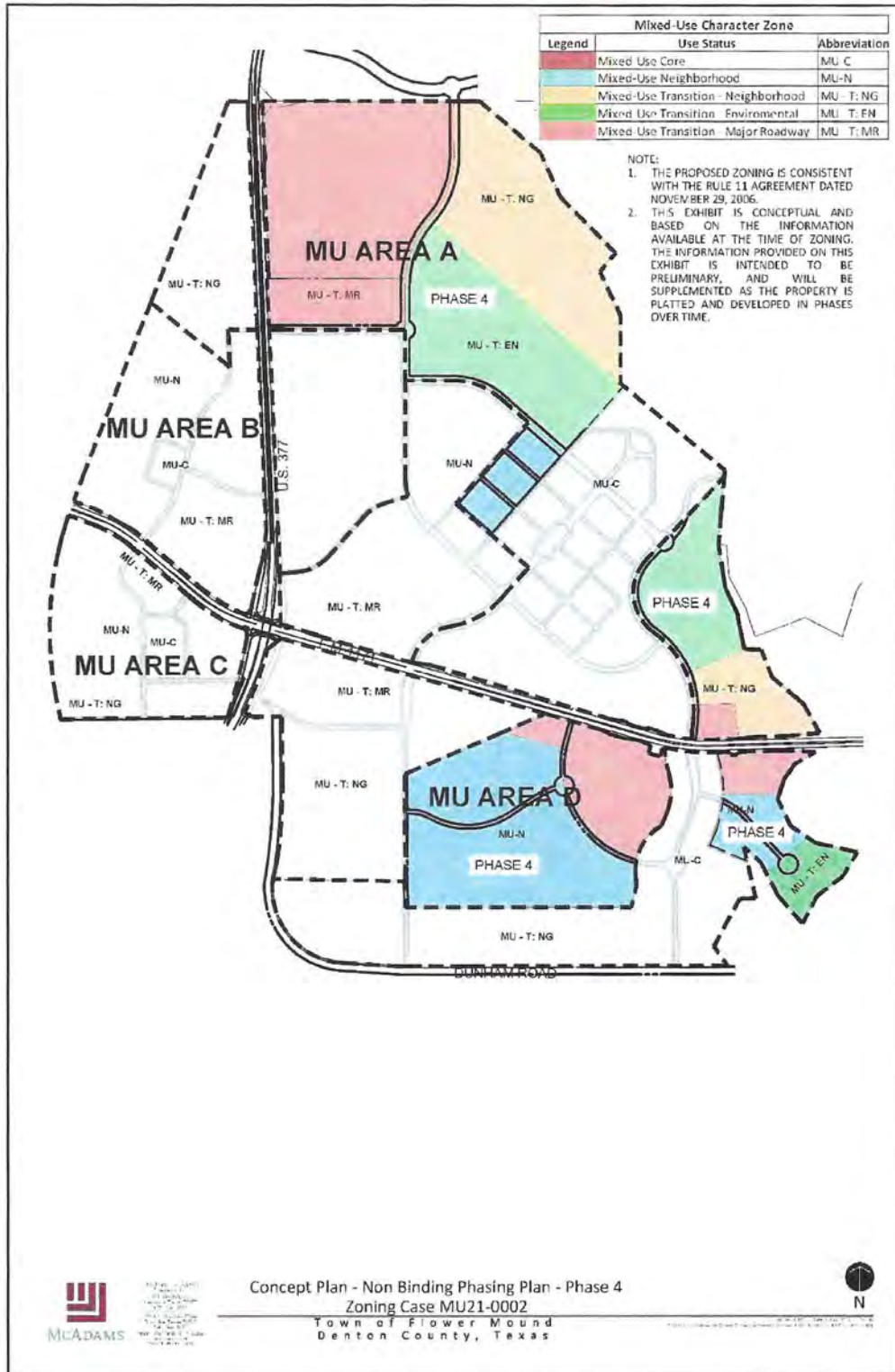


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SECTION 2: LAND USE

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.

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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

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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

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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

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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		

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

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

Table 2.3: Land Use Summary¹

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

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.

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	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.					

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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.

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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.

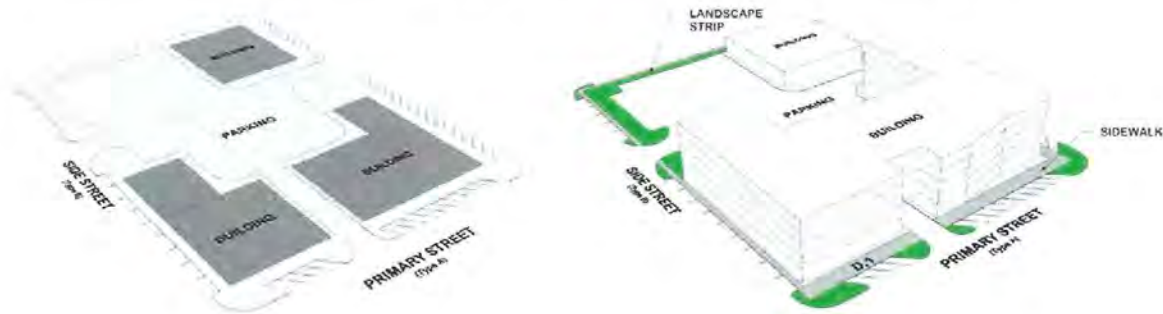
Table 3.2: Lot Types per Character Zone

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

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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.

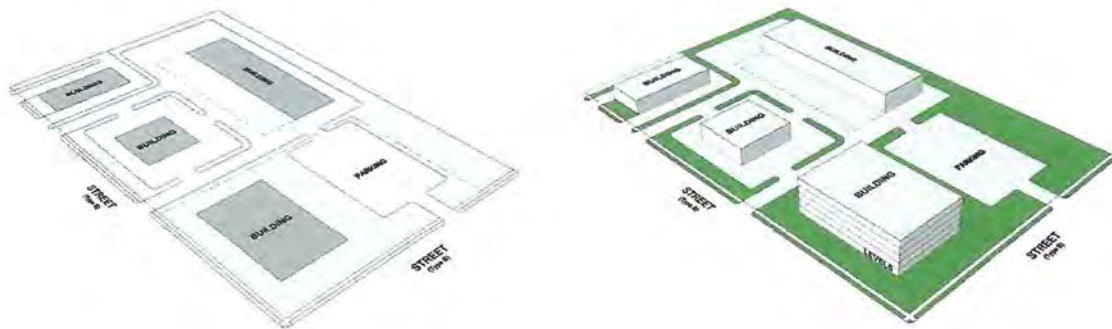


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Figure 3.3: Single Family Detached, Front Loaded Lot Type Diagram

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.

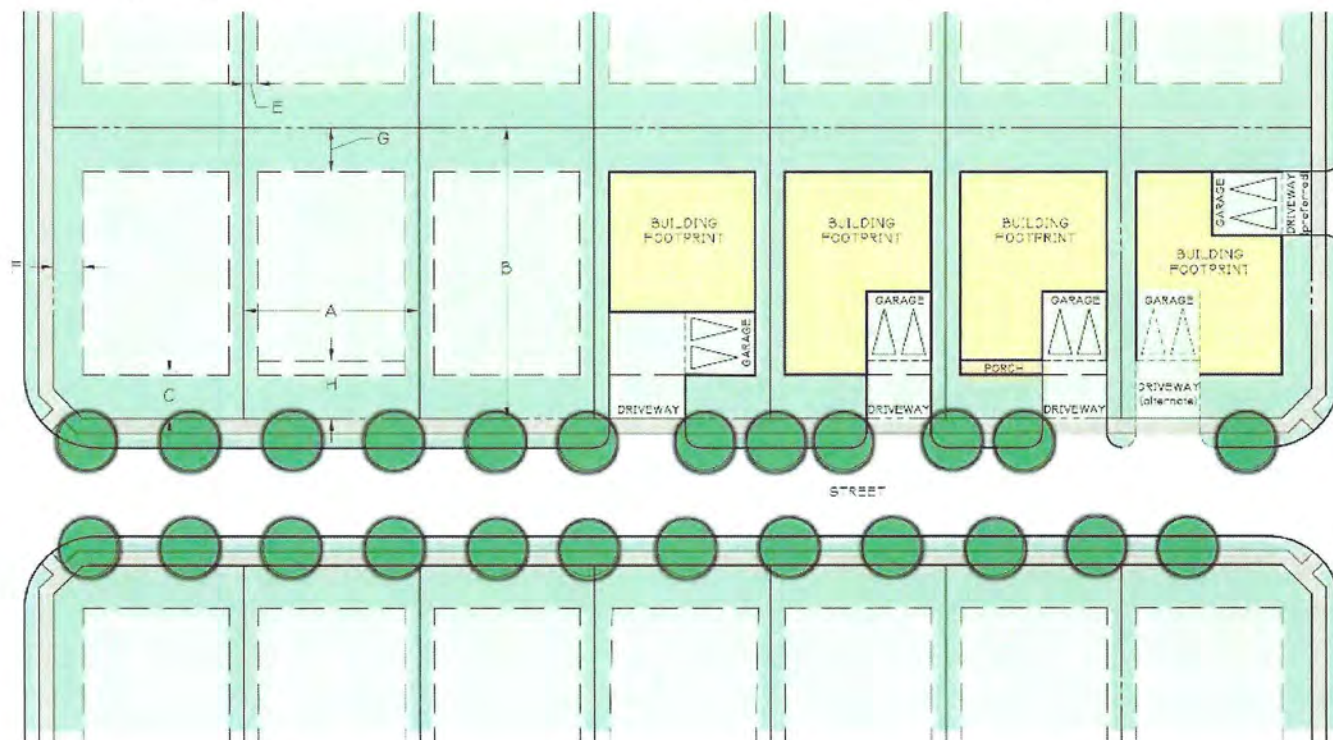


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Figure 3.4: Rowhouse Lot Type Diagram

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

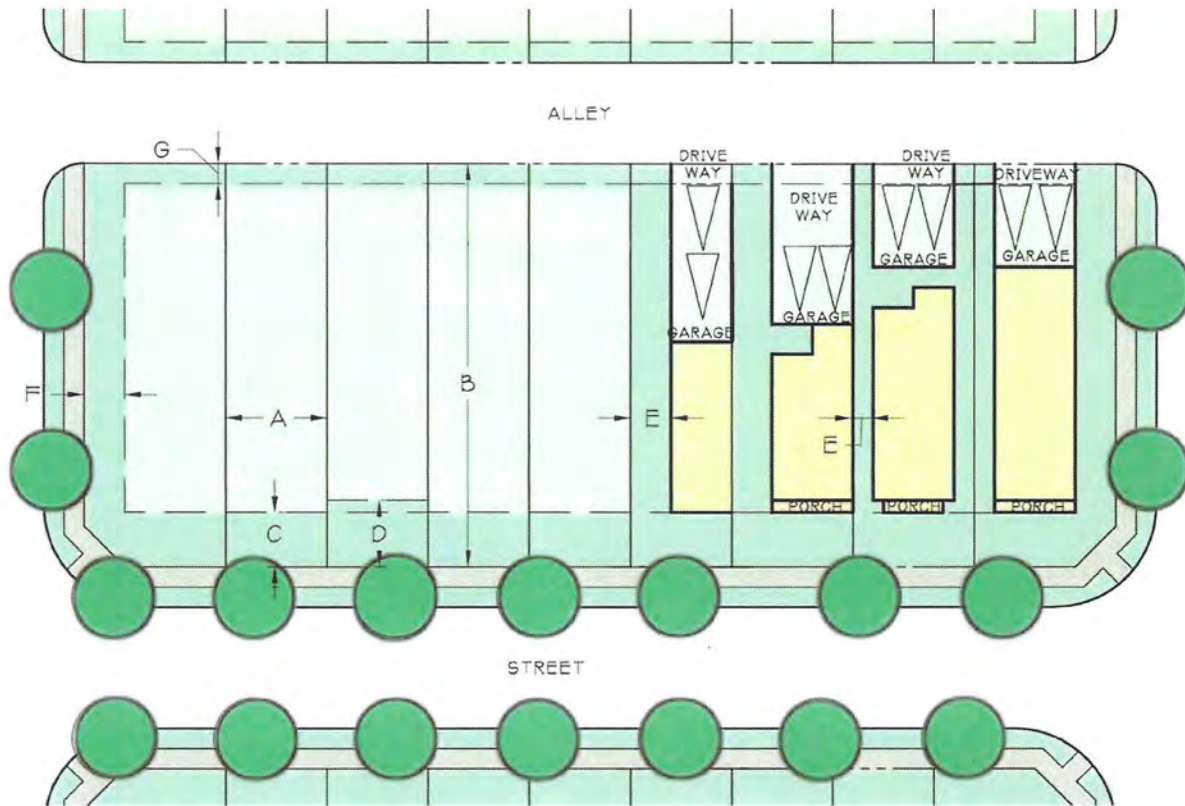


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Figure 3.5: Townhome Rear Loaded Lot Type Diagram

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.

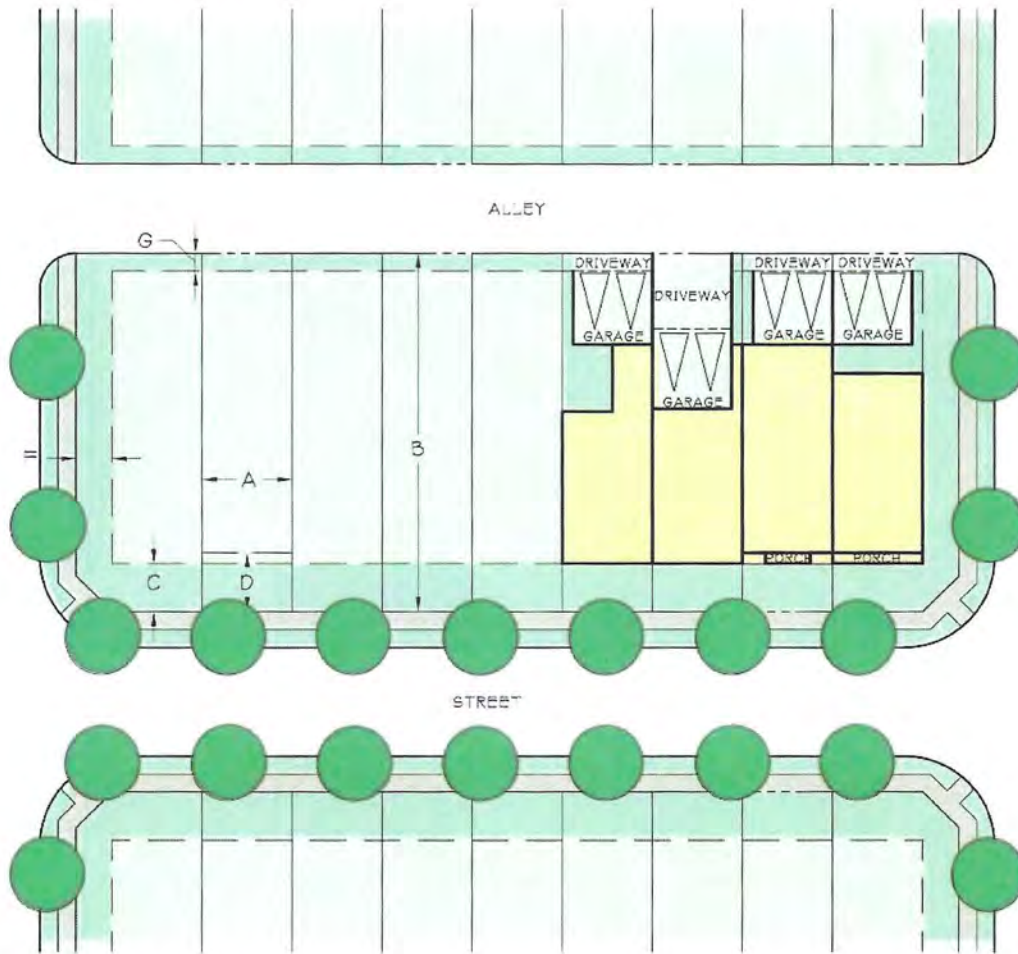
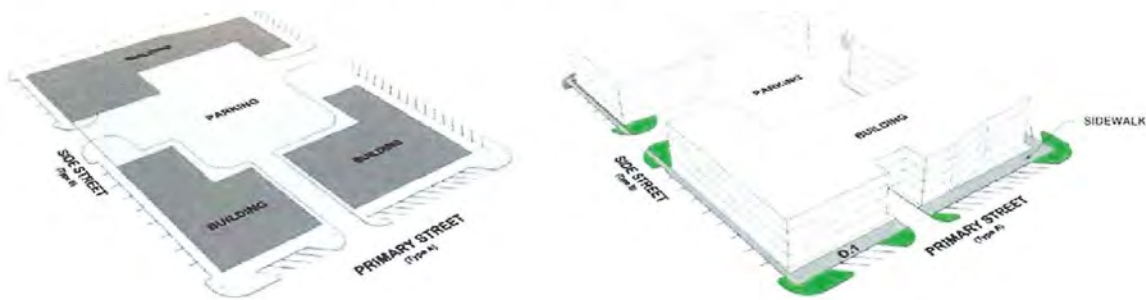


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Figure 3.6: Multi-family (Stand Alone) (Not including 4-Plex) Lot Type Diagram



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 Multi-Family (4-Plex)

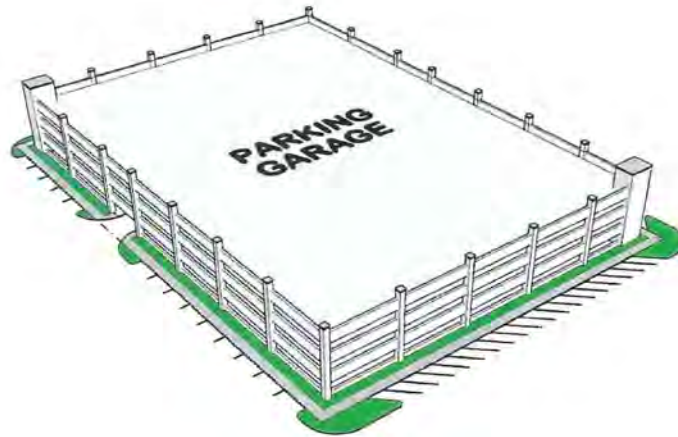
Multi-family attached or detached dwelling units, with a maximum of four dwelling units per building, are appropriate in this lot type. Section 7.8 provides that each 4-plex unit must include garage parking accessed through an alley.



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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

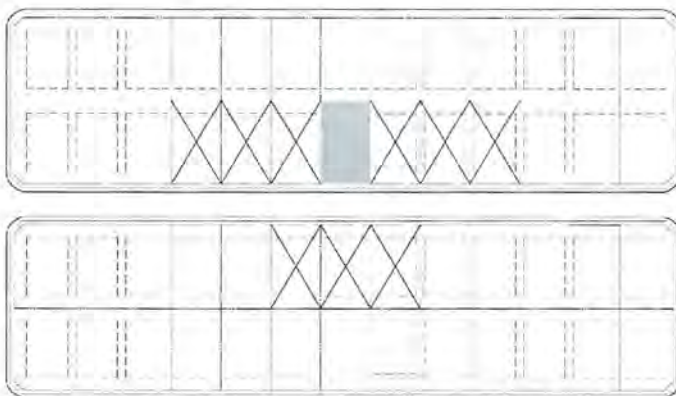


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Table 3.3: Development standards For Single Family Detached, Rowhouse, and Townhome

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

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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.

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Table 3.4: Development standards by Character Zone

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

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

Mixed Use Areas A – D Permitted Number of Dwelling Units and Square Footage (in Floor Area) in the Aggregate and Related Restrictions		
Multi-Family, Live/Work, and Residential Lofts*	Single Family Residential Detached or Townhomes	Retail, Restaurant, and Office Uses²
Maximum 5,000 multi-family, live/work, and residential loft dwelling units plus 1,000 age-restricted multi-family, live/work, and residential loft dwelling units (6,000 total) [See notes 1 and 2 below]	Maximum 3,000 dwelling units [see note 2 below]	6,688,163 square feet are contemplated at full buildout of the Property, but no maximum square footage shall apply
Note 1: Prior to the issuance of a certificate of occupancy (CO) for the first multi-family residential dwelling unit within the Property (excluding age-restricted units), one or more COs shall have been issued by the Town for at least 100,000 square feet of non-residential unfinished shell space or finished floor area (excluding gas stations 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.

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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

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• 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					
<i>Standard</i>	<i>MU-C</i>	<i>MU-N</i>	<i>MU-T</i>		
			<i>NG</i>	<i>EN</i>	<i>MR</i>
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					
<i>Standard</i>	<i>MU-C</i>	<i>MU-N</i>	<i>MU-T</i>		
			<i>NG</i>	<i>EN</i>	<i>MR</i>
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)

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	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					
<i>Standard</i>	<i>MU-C</i>	<i>MU-N</i>	<i>MU-T</i>		
			<i>NG</i>	<i>EN</i>	<i>MR</i>
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.

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* 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
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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.	

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	residential required			
g. Compatibility Standards	See Section 10 below.			
6.0 Site Design Standards				
Standard	MU-C	MU-N	MU-T	
			NG	EN
a. Off-street parking	See Section 7 below			
b. Off-street loading	See Section 82-83 of the Land Development Regulations			
c. Screening	See Section 10 below			
• Trash/recycling receptacles	See Section 82-272 of the Land Development Regulations			
• Other utility equipment	See Section 82-273 of the Land Development Regulations			
• Loading spaces	Required for nonresidential uses. See Section 82-73(10) of the Land Development Regulations			
• Surface parking areas	See Section 7 below			
d. Landscaping #	See Section 10 below	See Section 10 below	See Section 10 below	
• Landscape buffer between surface parking and sidewalks/trails and streets (except alleys)				
• Parking lot minimum interior landscaping	See Section 82-243 of the Land Developme nt 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			

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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.

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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

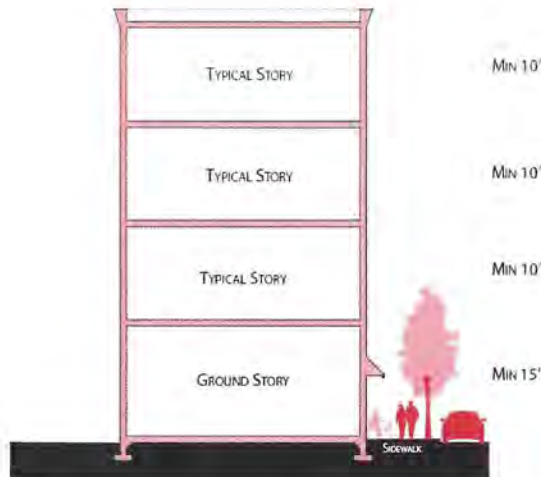
1. Materials – The following standards apply to all building types except single family attached and detached residential buildings.
 - i. Facade: The quality of the facades determines the quality and character of the adjacent outdoor space. Since the public right-of-way requires a higher quality facade 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

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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.

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- 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

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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

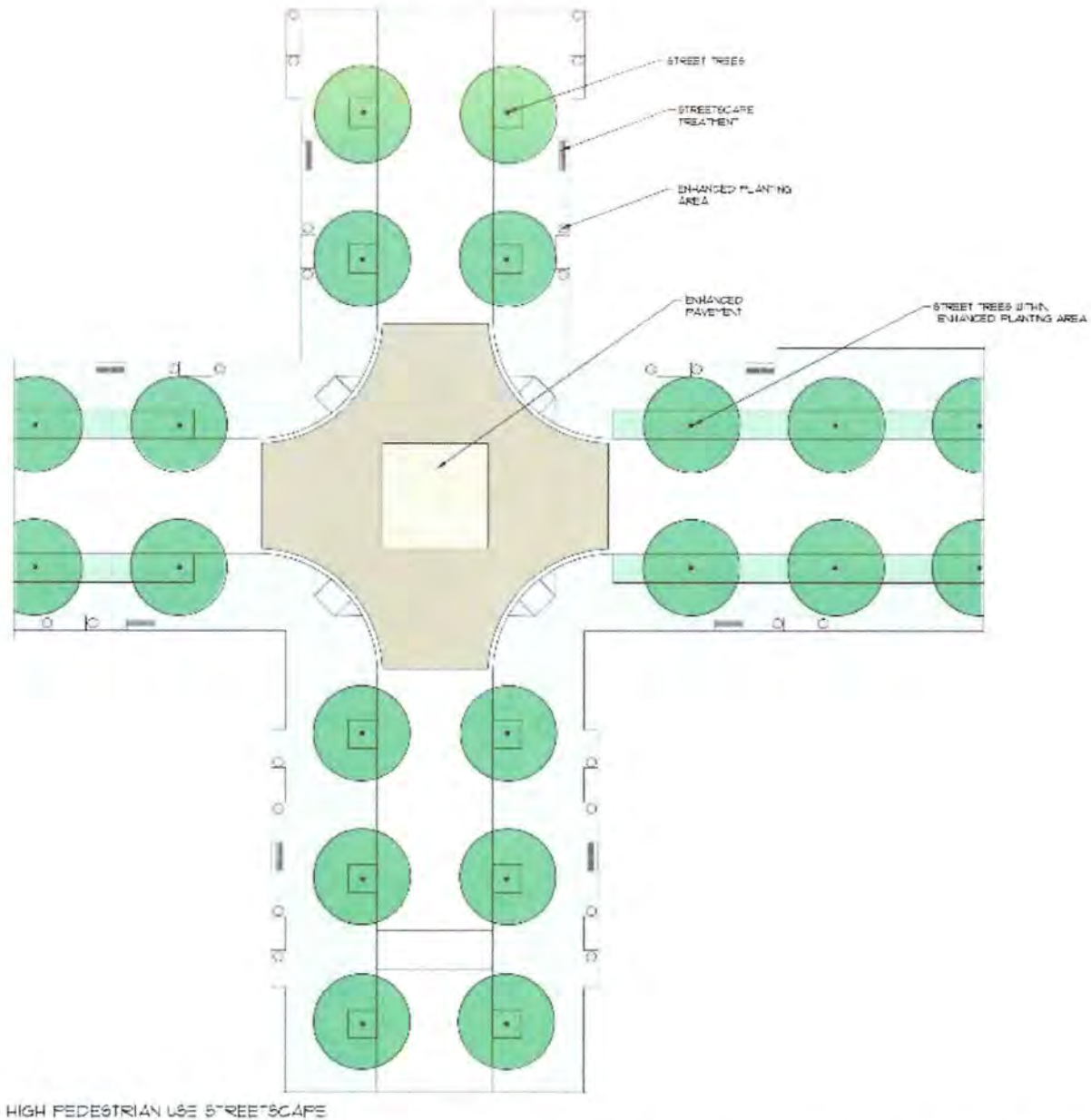
- a. Unified Theme. A grouping of buildings (3 or more) within the same building complex or shopping center shall have a unified or complimentary design theme.
- b. Franchise Architecture. For chain businesses or franchises, defined as any business having more than three locations in Texas, the building 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.

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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.

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- 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

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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.



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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

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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.

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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

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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.

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- 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 (%)	

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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

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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.	

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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

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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

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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.	

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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.

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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.

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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

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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)

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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.

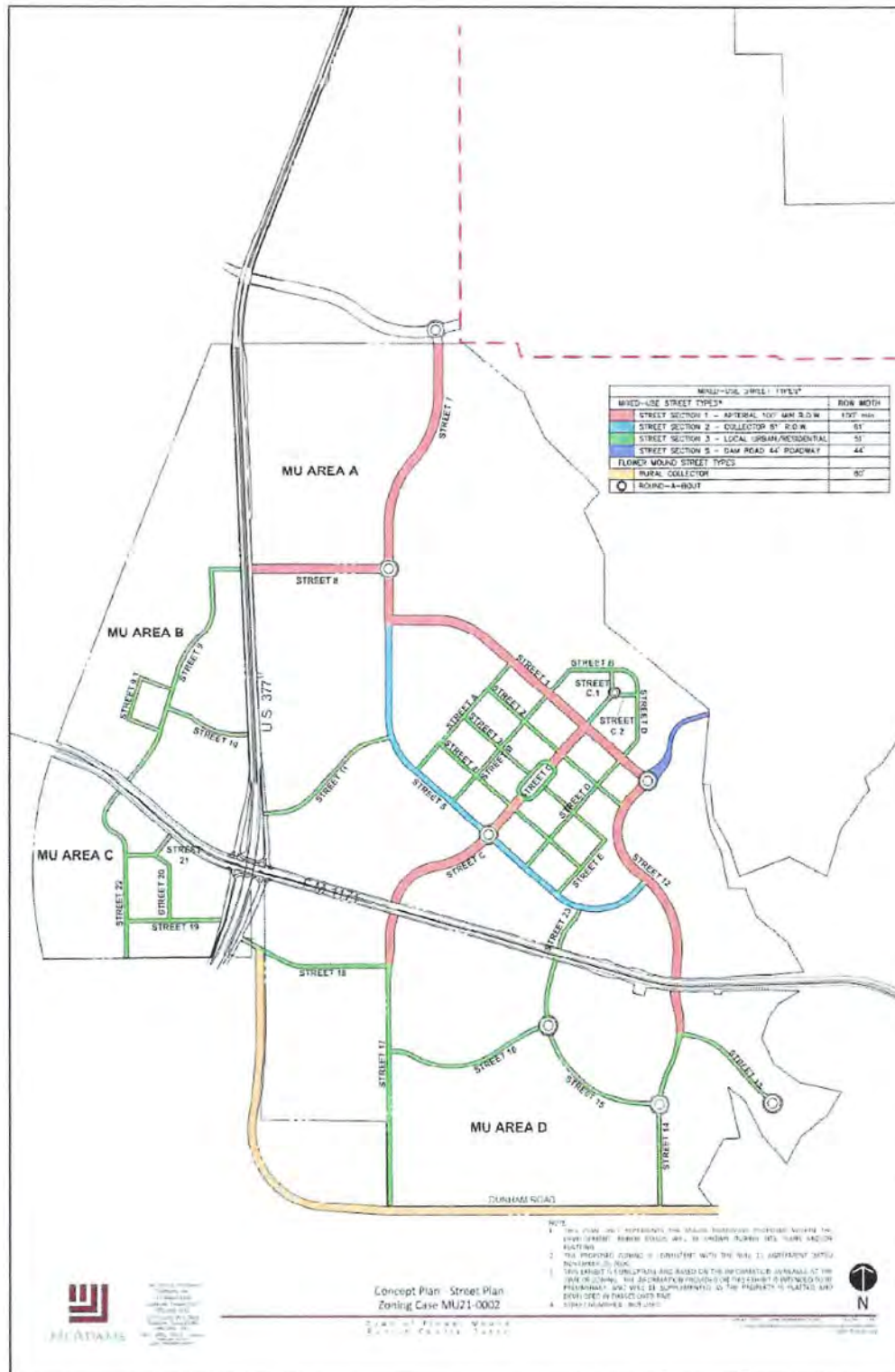


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Enlarged table and notes from Figure 6.1:

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.

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

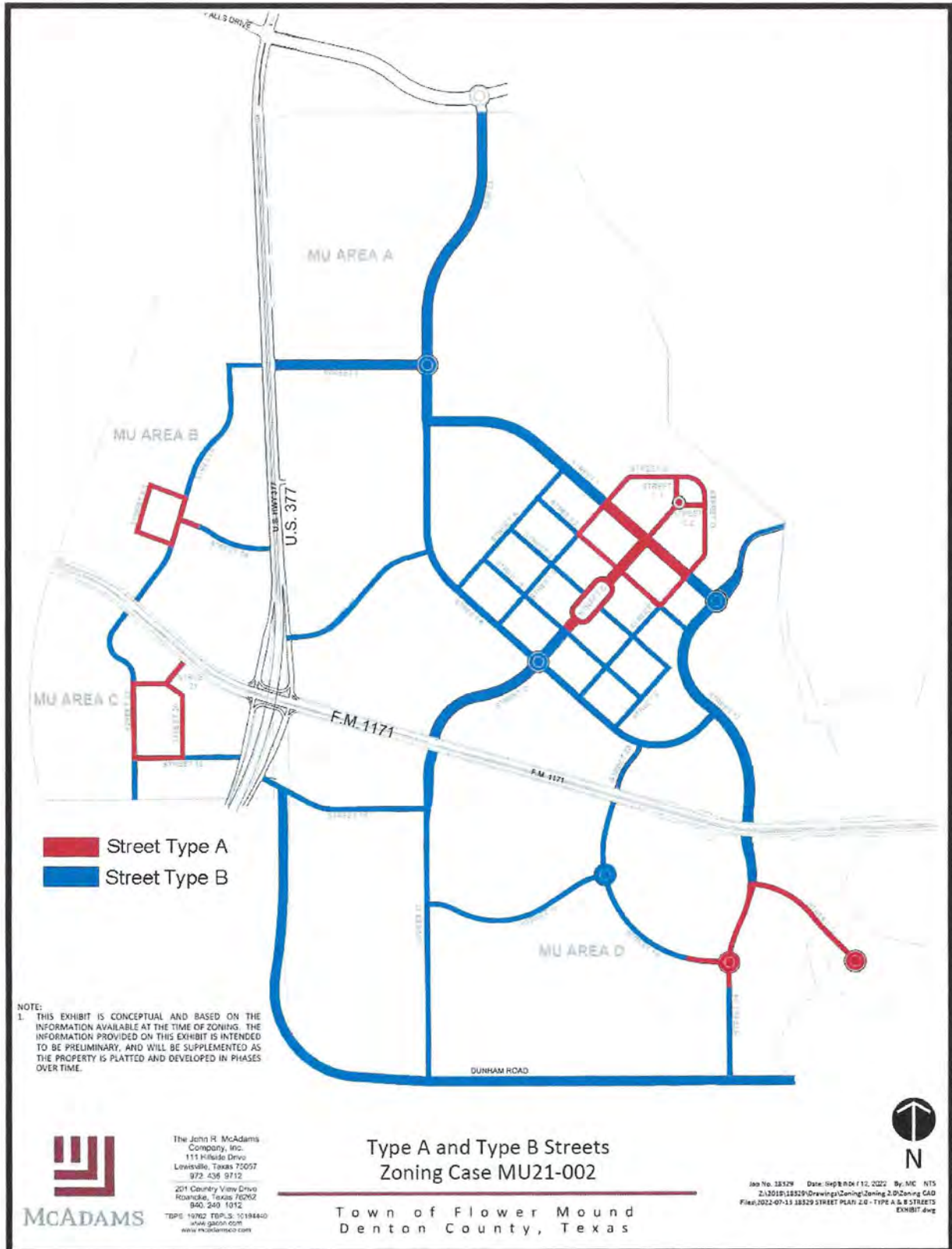


Figure 6.3: Street Sections: The street sections in this Figure 6.3 shall apply to the Property.

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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

File: J:\2021\18329\FlowerMound\Labels\Index Sections 1-6
Printed: 9/14/2022 10:51 AM by: SM Date: 9/14/2022 10:51 AM

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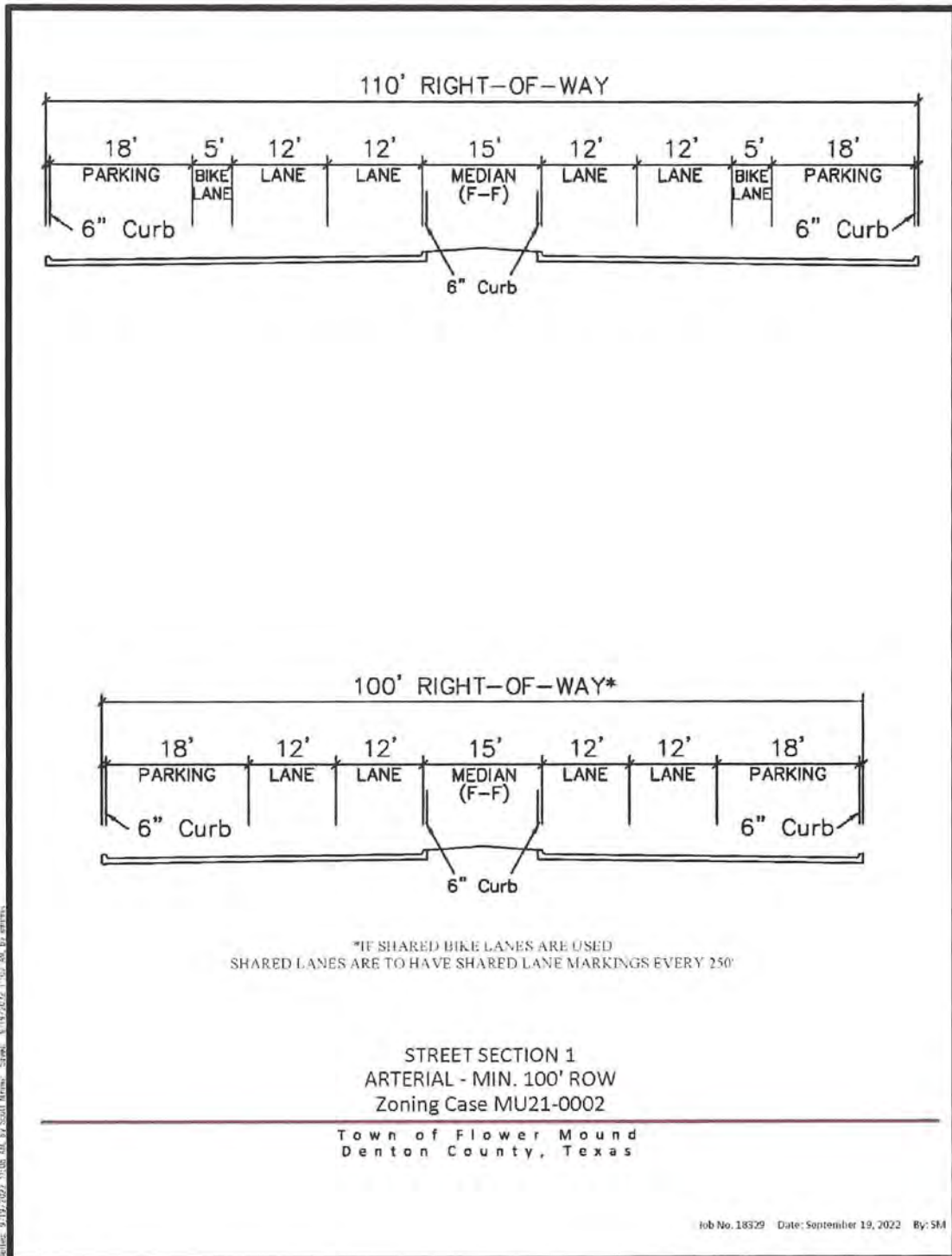
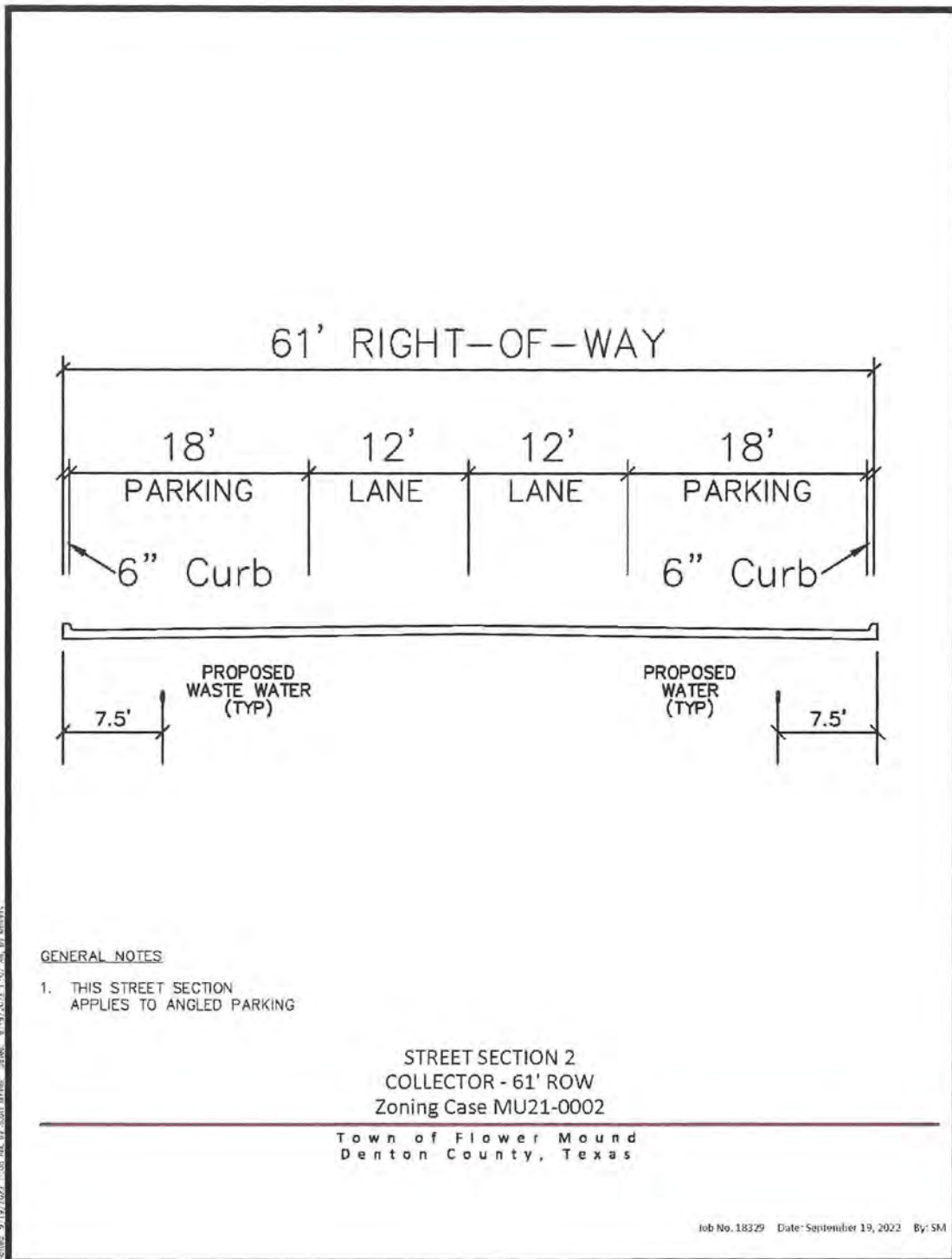
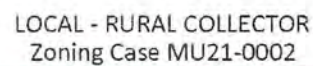


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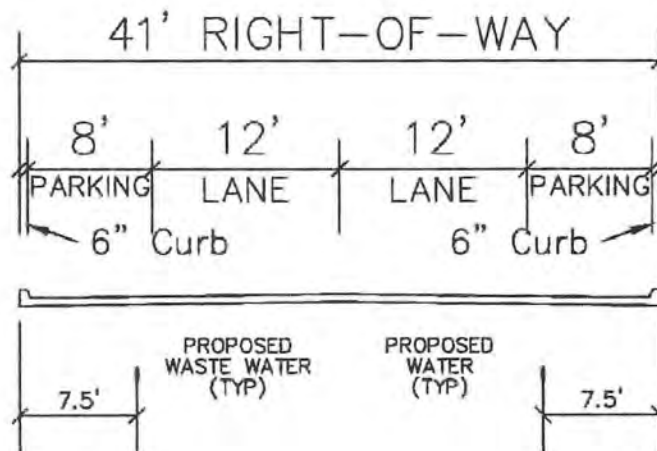
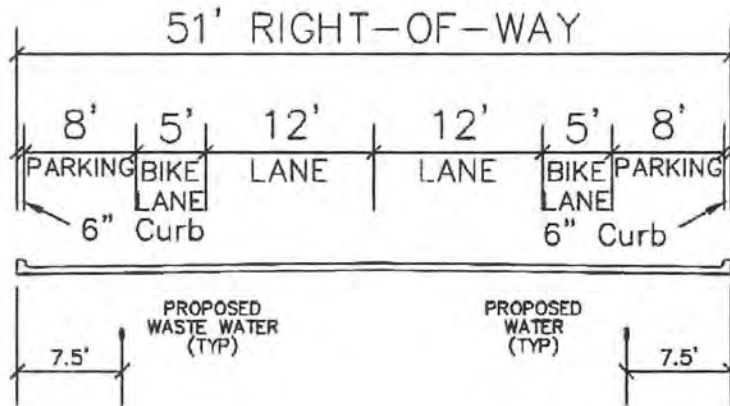


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Job No. 18329 Date: September 19, 2022 By: SM

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GENERAL NOTES

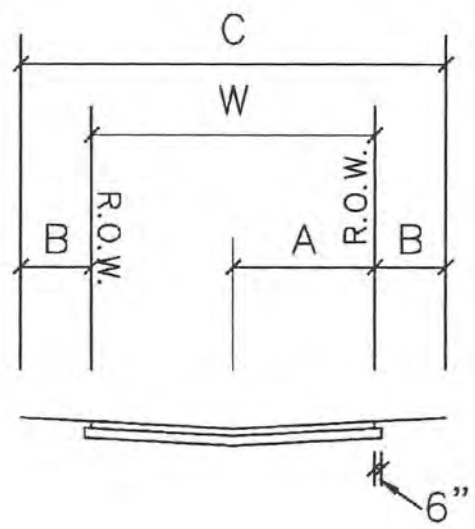
1. THIS STREET SECTION APPLIES TO PARALLEL PARKING

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

Town of Flower Mound
Denton County, Texas

Std. No. 16329 Date: September 19, 2022 By: SRA

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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

File: F:\0065\18329\Drawings\Urban\Urban Section 2.dwg
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Plotter: HP DesignJet 5000-300 36 inch

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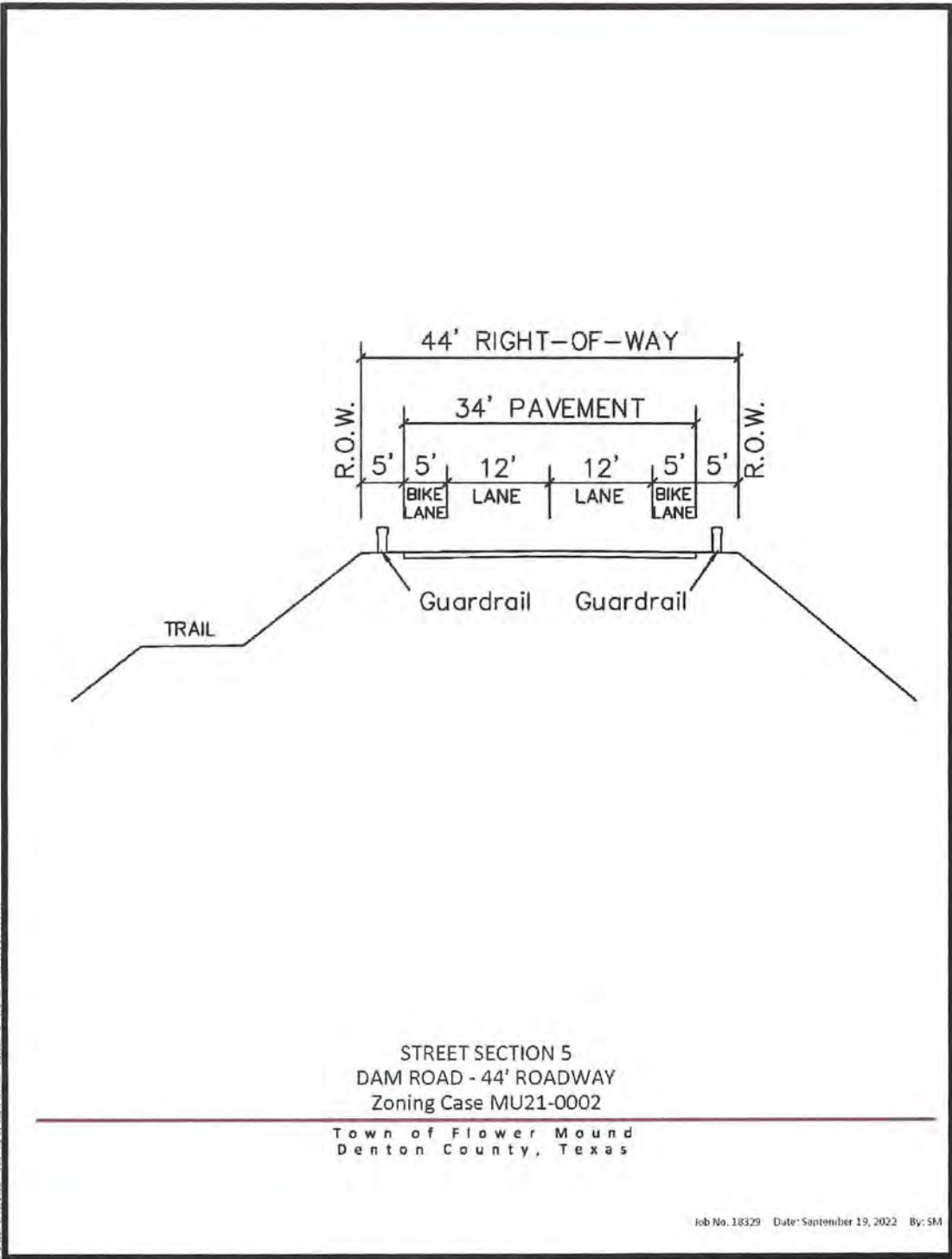


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SECTION 7: PARKING

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

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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

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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.

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- 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.

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7.6 Parking Analysis

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

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

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

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

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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.

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- 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.

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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.

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Figure 8.1: Illustrative Trails Plan

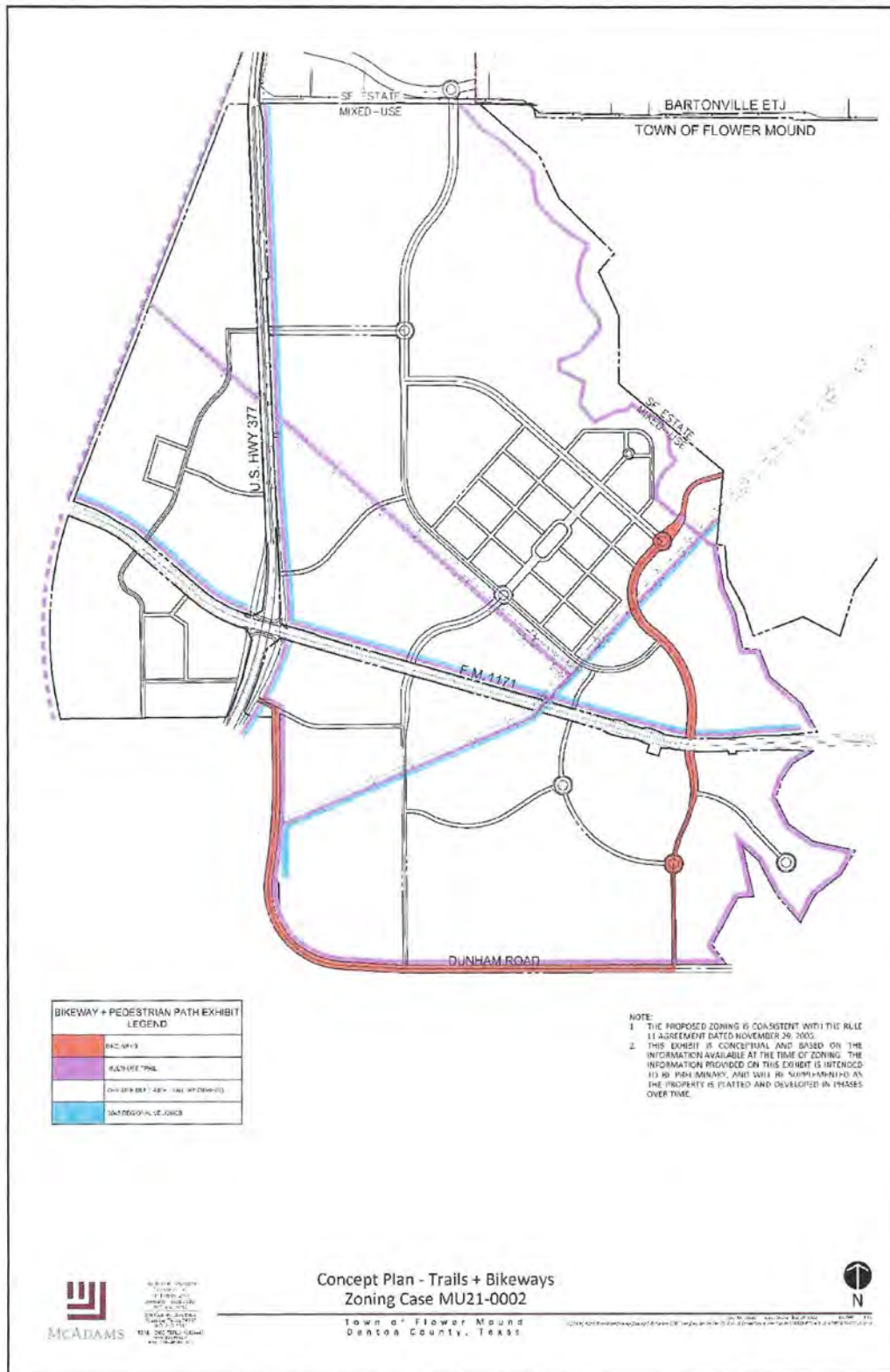
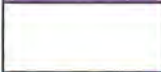


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Enlarged notes and table from Figure 8.1

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.

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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.

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Figure 9.1: Illustrative Open Space Plan.



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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.

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Residential Lake District

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



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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



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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



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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



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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



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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

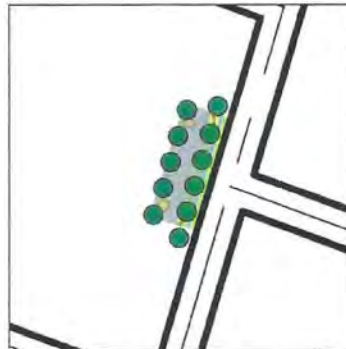


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The Natural Corridor

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



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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	1022 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



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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

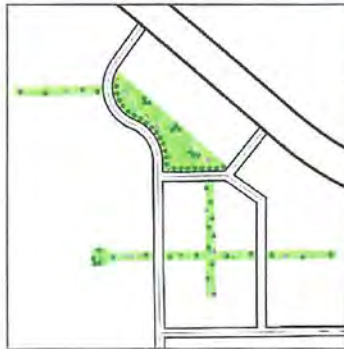


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Cardinal Trail

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	298 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



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SECTION 10: LANDSCAPING AND SCREENING

10.1 Applicable Landscaping and Tree Requirements

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

10.2 Landscaping Elements

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

10.3 Street Trees

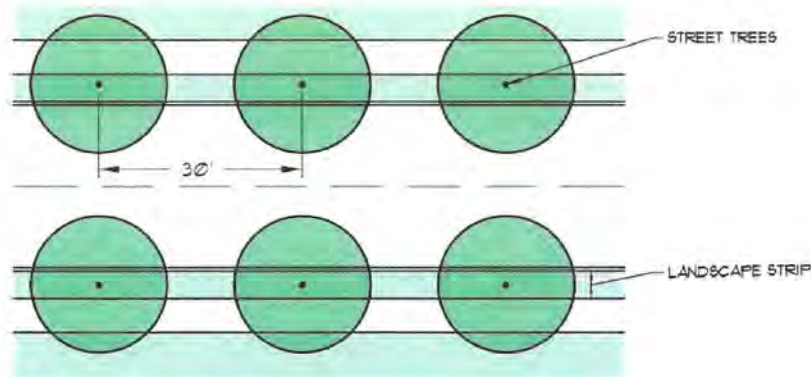
A street tree is a tree or group of trees that line the edge of a street or roadway and includes trees inside or outside of the right-of-way. Street trees shall have an average spacing of 30 feet on-center, and shall be installed in phases as lots are developed with buildings adjacent to the street.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

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

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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.

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Figure 10.2 Streetscape Treatments

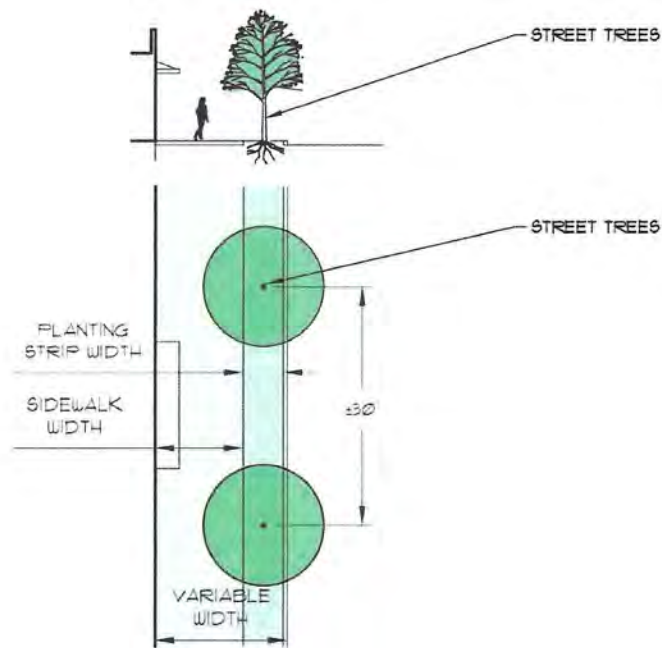
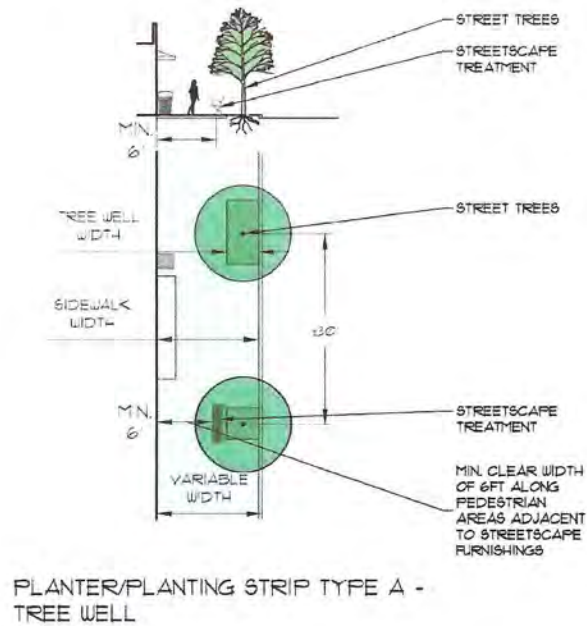
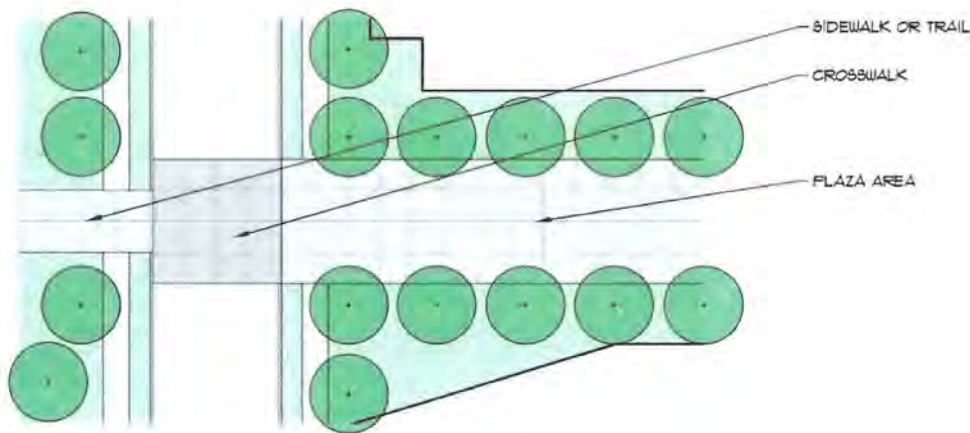


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10.5 Pavement Details

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



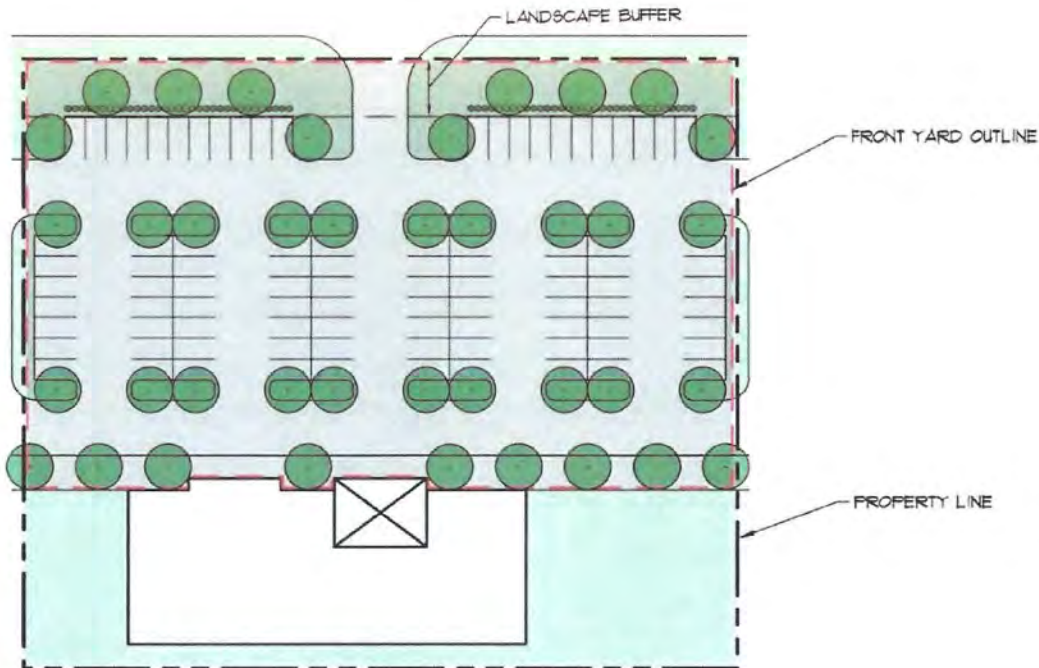
10.6 Street Yard Landscaping

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.

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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

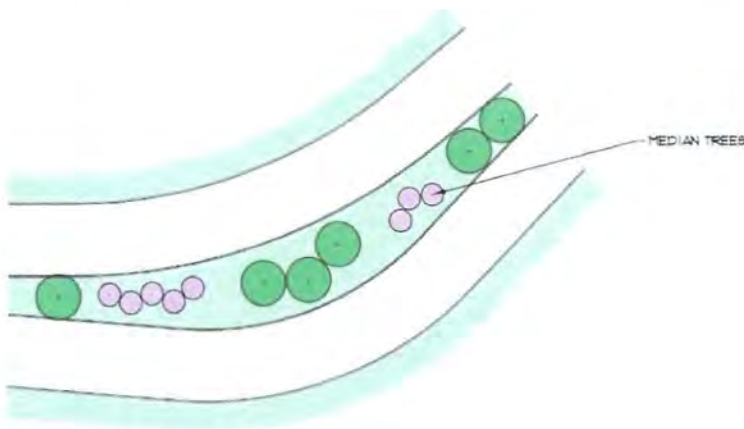


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10.8 Parking Lot Landscaping

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.

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Figure 10.6 Parking Area Landscaping

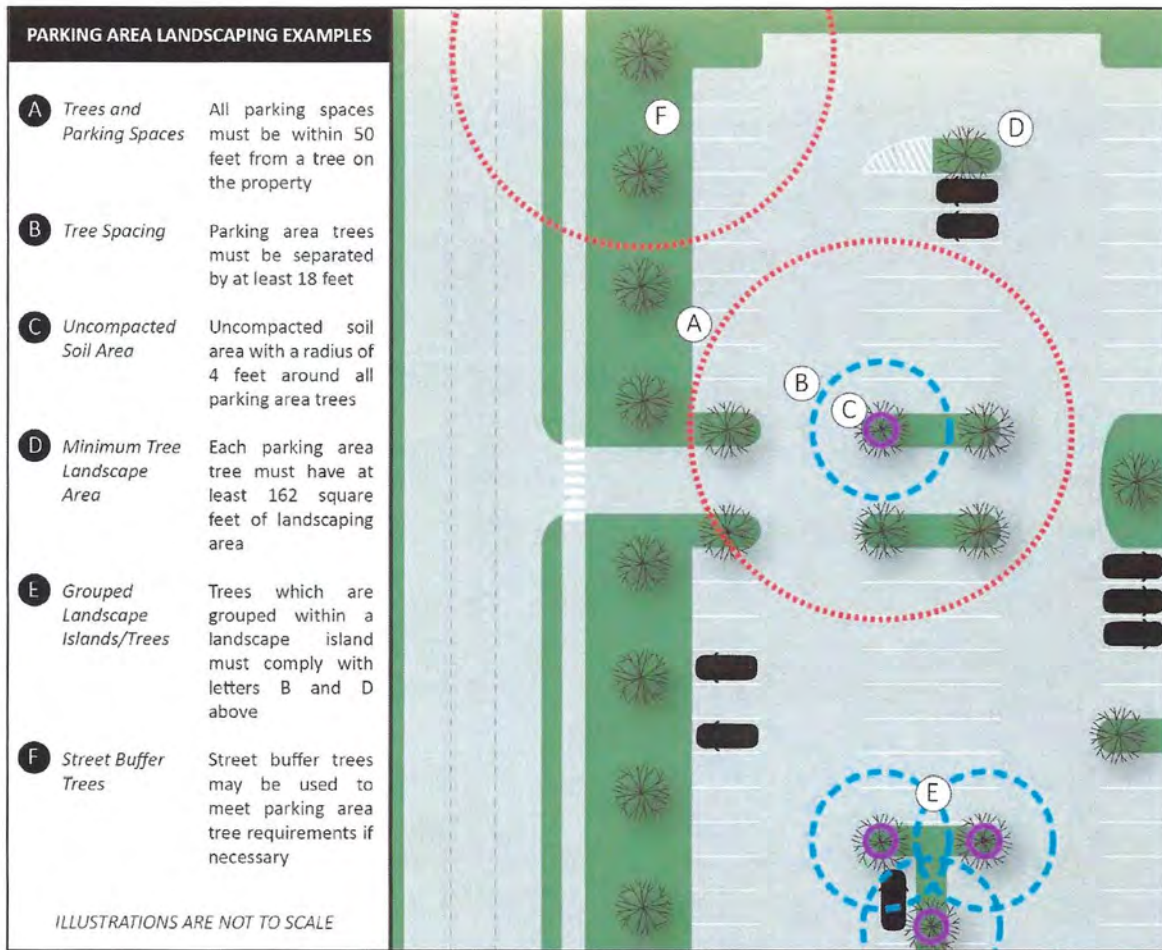


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2. Trees shall be planted or existing trees preserved within off-street parking areas according to the following provisions:

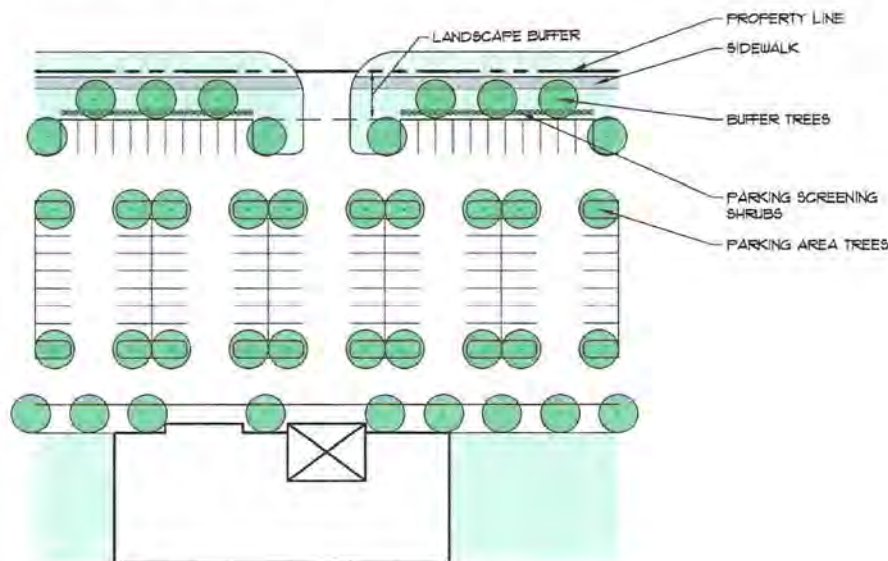
(a) One tree shall be provided for each ten parking spaces provided on the site; provided, however, that churches and/or schools shall be required to provide one tree for each 20 parking spaces provided on the site.

(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.

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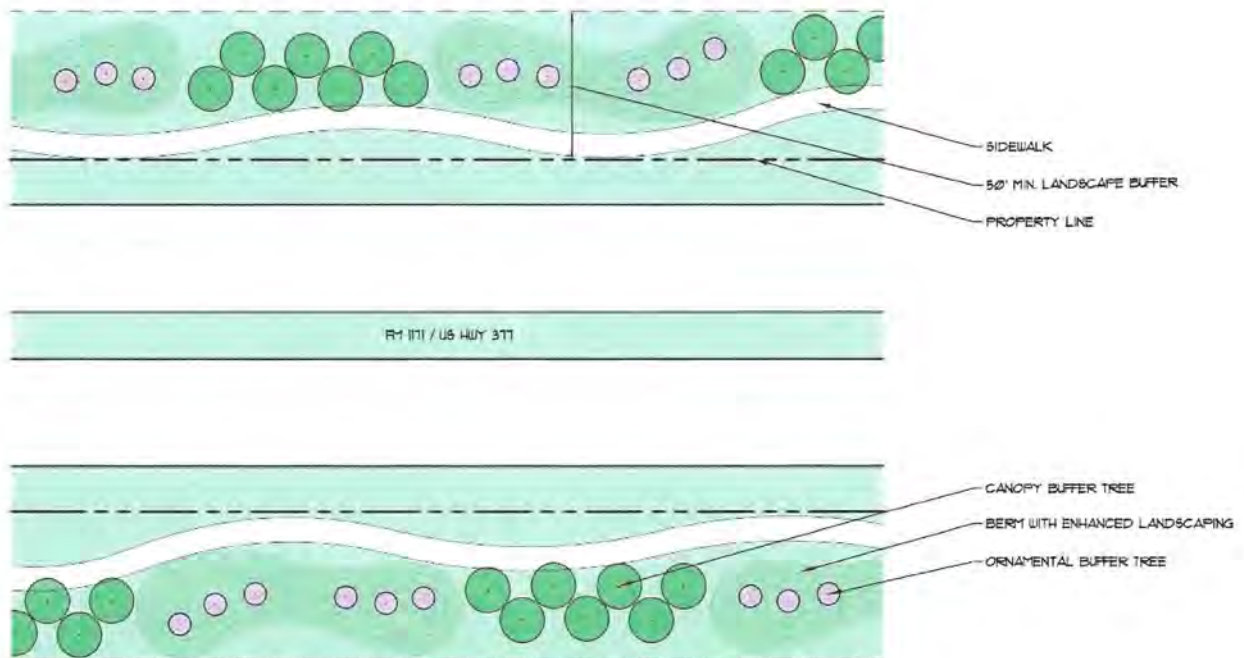
10.10 Street Buffers

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

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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.

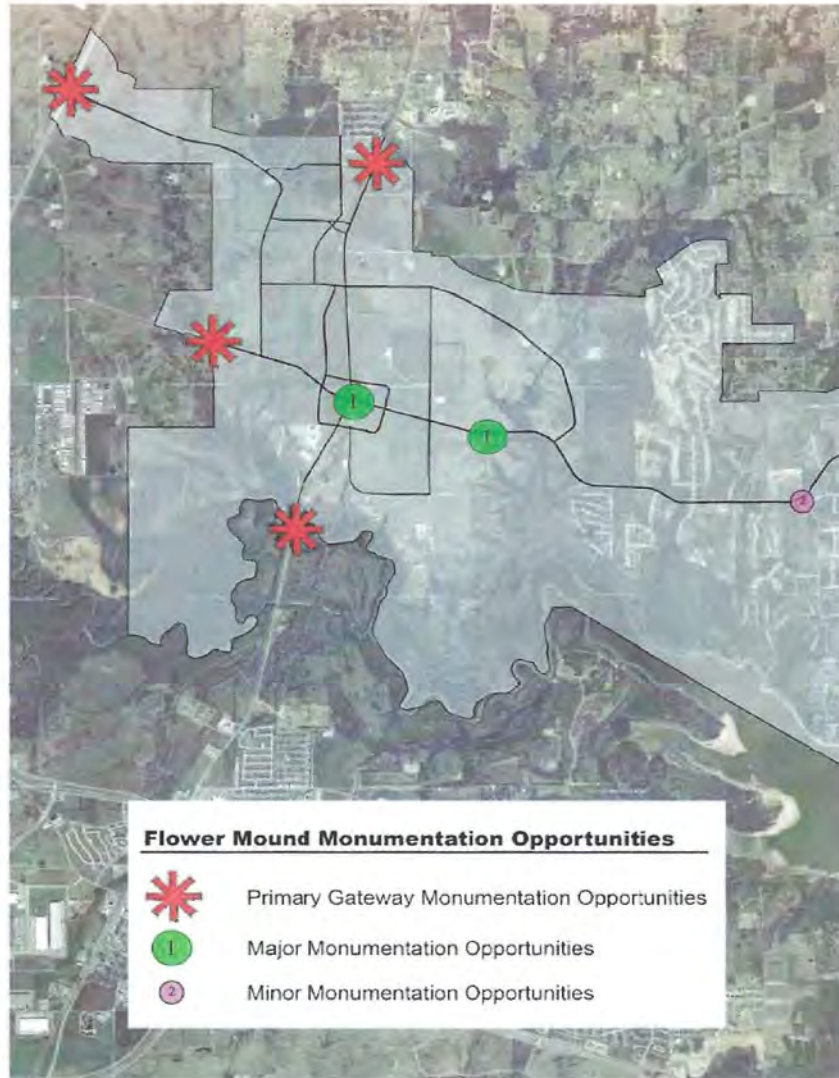
The compatibility standards in Division 4 of Chapter 82 of the Land Development Regulations shall not apply, and the compatibility buffers in this Section 10.12 shall be exclusive.

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.

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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.

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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.

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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.

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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."

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- 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.

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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.

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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.

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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

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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

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(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.

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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.

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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 may 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 and US 377.

Retention and water impoundment areas shall be aerated if required by the Town's Engineer.

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EXHIBIT B LEGAL DESCRIPTION OF 1,066 ACRE PROPERTY

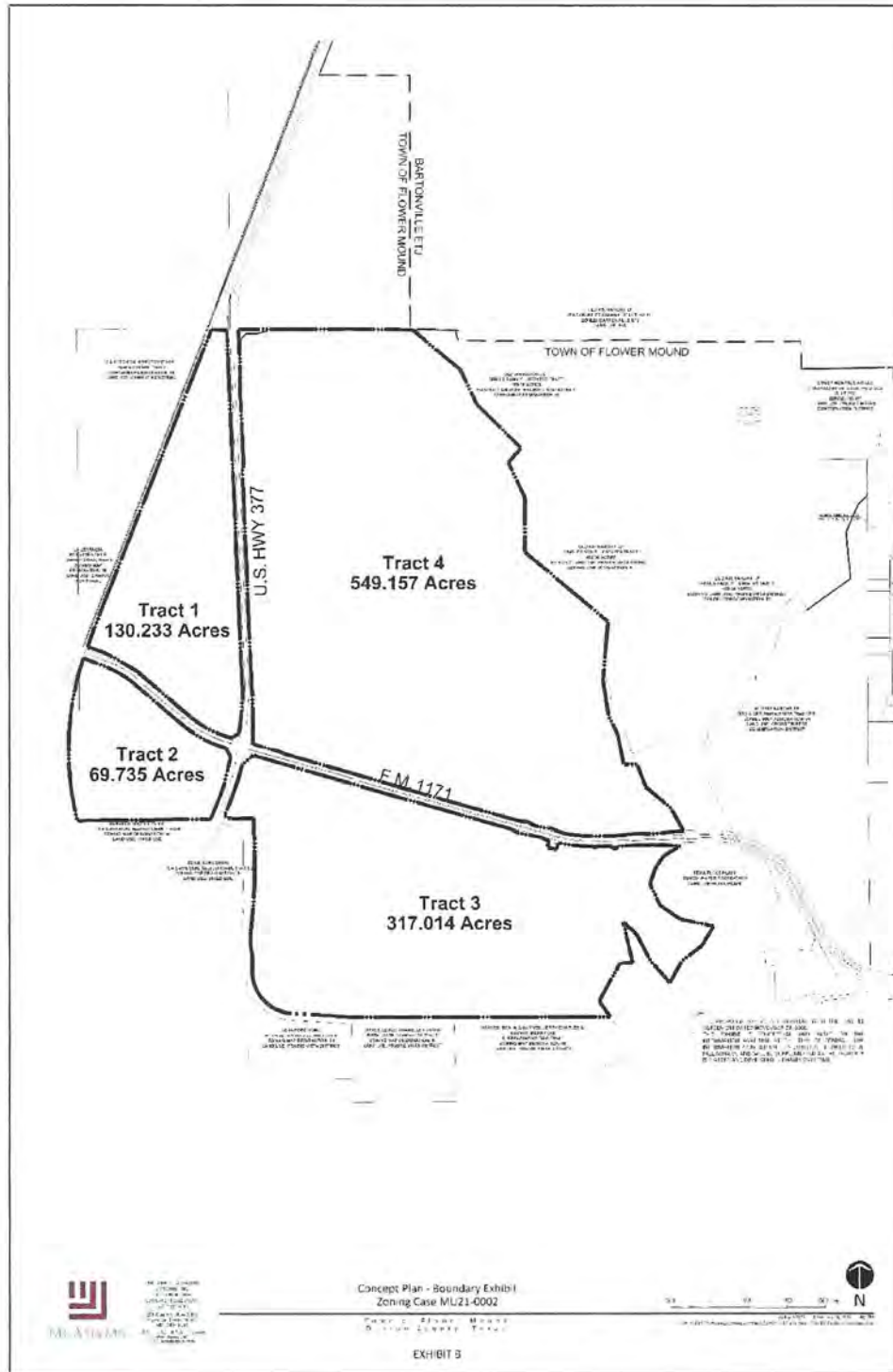


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LEGAL DESCRIPTION 317.014 ACRES

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

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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;

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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;

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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

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of 82°51'30", and an arc length of 816.64 feet, whose chord bears, N 42°10'07" E, 747.32 feet to a 1/2" capped rebar found (Metroplex);

THENCE N 00°48'00" W, 220.47 feet with the east line of said Dunham Road and the west line of said 23.156 acre tract to a 1/2" capped rebar found (Metroplex);

THENCE N 20°15'00" W, 48.51 feet with the east line of said Dunham Road and the west line of said 23.156 acre tract to a 1/2" capped rebar found (Metroplex);

THENCE N 00°14'00" W, passing at 19.50 feet a 1/2" rebar found at the northwest corner of said 23.156 acre tract and the southwest corner of said 62.678 acre tract, and continuing with the west line of said 62.678 acre tract and the east line of said Dunham Road a total distance of 233.64 feet to a 1/2" capped rebar found (G&A), being on the east line of old U. S. Highway 377 as evidenced by the aforementioned 12.32 acre tract in favor of the State of Texas;

THENCE with the west line of said 62.678 acre tract and the east line of said 12.32 acre tract and the east line of said Dunham Road with a curve to the left having a radius of 5789.58 feet, a central angle of 08°10'57" and an arc length of 826.83 feet, whose chord bears N 03°27'09" E, 826.13 feet to the remnants of a broken concrete monument found;

THENCE N 00°37'40" W, 637.69 feet with the west line of said 62.678 acre tract and the east line of said 12.32 acre tract and the east line of said Dunham Road;

THENCE S 89°24'35" W, with the north line of Dunham Road, passing at 140.1 feet the southeast corner of the aforementioned 1.892 acre tract in favor of 64.3 SE 1171/377, LLC, being the northeast corner of that certain called 25,120 square feet tract of land described as Parcel 45 in deed in favor of Denton County recorded in Document Number 2011-17585 of the Real Property Records of Denton County, Texas, continuing with the south line of said 1.892 acre tract and the north line of said Parcel 45 a total distance of 293.38 feet to the east corner of that certain called 2,473 square feet tract of land described in deed in favor of Denton County, Texas, recorded in Document Number 2010-74475 of the Real Property Records of Denton County, Texas;

THENCE continuing with the north line of Dunham Road and the north line of said 2,473 square feet tract with a curve to the right having a radius of 250.00 feet, a central angle of 06°48'07" and an arc length of 29.68 feet, whose chord bears N 66°32'24" W, 29.66 feet to a TXDOT aluminum disk found;

THENCE N 63°08'20" W, 59.64 feet continuing with the north line of said Dunham Road and the north line of said 2,473 square feet tract to a 5/8" rebar found;

THENCE N 19°42'35" W, 13.31 feet continuing with the north line of said Dunham Road and the north line of said 2,473 square feet tract to the northwest corner thereof, being on the east line of U. S. Highway 377 as evidenced by that certain called 2.9 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed records of Denton County, Texas, and the west line of said 1.892 acre tract;

THENCE with the east line of said U. S. Highway 377 and the west line of said 1.892 acre tract with a curve to the left having a radius of 3879.72 feet, a central angle of 10°12'53" and an arc length of 691.68 feet, whose chord bears N 19°29'37" E, 690.76 feet to the north corner of said 1.892 acre tract;

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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

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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;

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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;

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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

EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

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;

EXHIBIT A - Application for PID

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;

EXHIBIT A - Application for PID

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.

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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
Enveloped Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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

Derek France
mayor@flower-mound.com
Mayor
Town of Flower Mound
Security Level: Email, Account Authentication
(None)

Signature



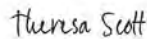
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Signed: 10/13/2022 1:13:19 PM

Electronic Record and Signature Disclosure:
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ID: 964510c2-b844-4143-a0ab-81863a2ef394

Theresa Scott
Theresa.scott@flower-mound.com
xxxxxxxxxxxxxxxx
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 97.105.97.14

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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)

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Not Offered via DocuSign

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Carbon Copy Events

GIS Helpdesk

gis-helpdesk@flower-mound.com

Security Level: Email, Account Authentication
(None)

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LauriAnn Cash

lauriann.cash@flower-mound.com

Security Level: Email, Account Authentication
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Lexin Murphy

lexin.murphy@flower-mound.com

Security Level: Email, Account Authentication
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Codie Freeman

codie.freeman@flower-mound.com

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:
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Poornima Kashyap

poornima.kashyap@flower-mound.com

Security Level: Email, Account Authentication
(None)

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Hashed/Encrypted

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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

EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID

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

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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.

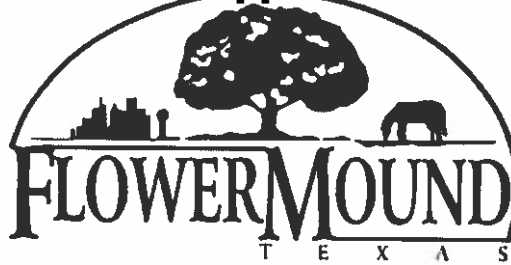
EXHIBIT A - Application for PID

EXHIBIT B-2

ORDINANCE NO. 10-22 ZONING 543 ACRES

(THE PRAIRIE VISTA PROPERTY) SF-E SINGLE FAMILY ESTATE

EXHIBIT A - Application for PID



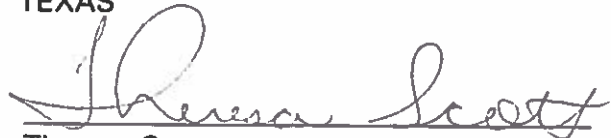
AFFIDAVIT OF AUTHENTICITY

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.



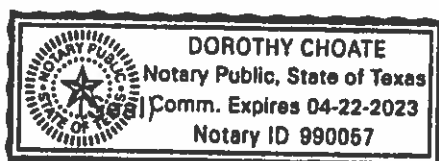
THE TOWN OF FLOWER MOUND,
TEXAS

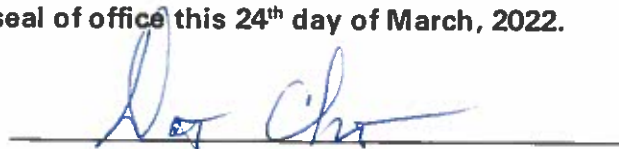

Theresa Scott
Town Secretary

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.





NOTARY PUBLIC in and for the State of Texas
My Commission Expires: 4-22-23

EXHIBIT A - Application for PID

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,

EXHIBIT A - Application for PID

ORDINANCE NO. 10-22

Page 2

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.

EXHIBIT A - Application for PID

ORDINANCE NO. 10-22

Page 3

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:



Derek France, MAYOR

ATTEST:



Theresa Scott, TOWN SECRETARY

EXHIBIT A - Application for PID

EXHIBIT "A" - LEGAL DESCRIPTION

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

EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID

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;

EXHIBIT A - Application for PID

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;

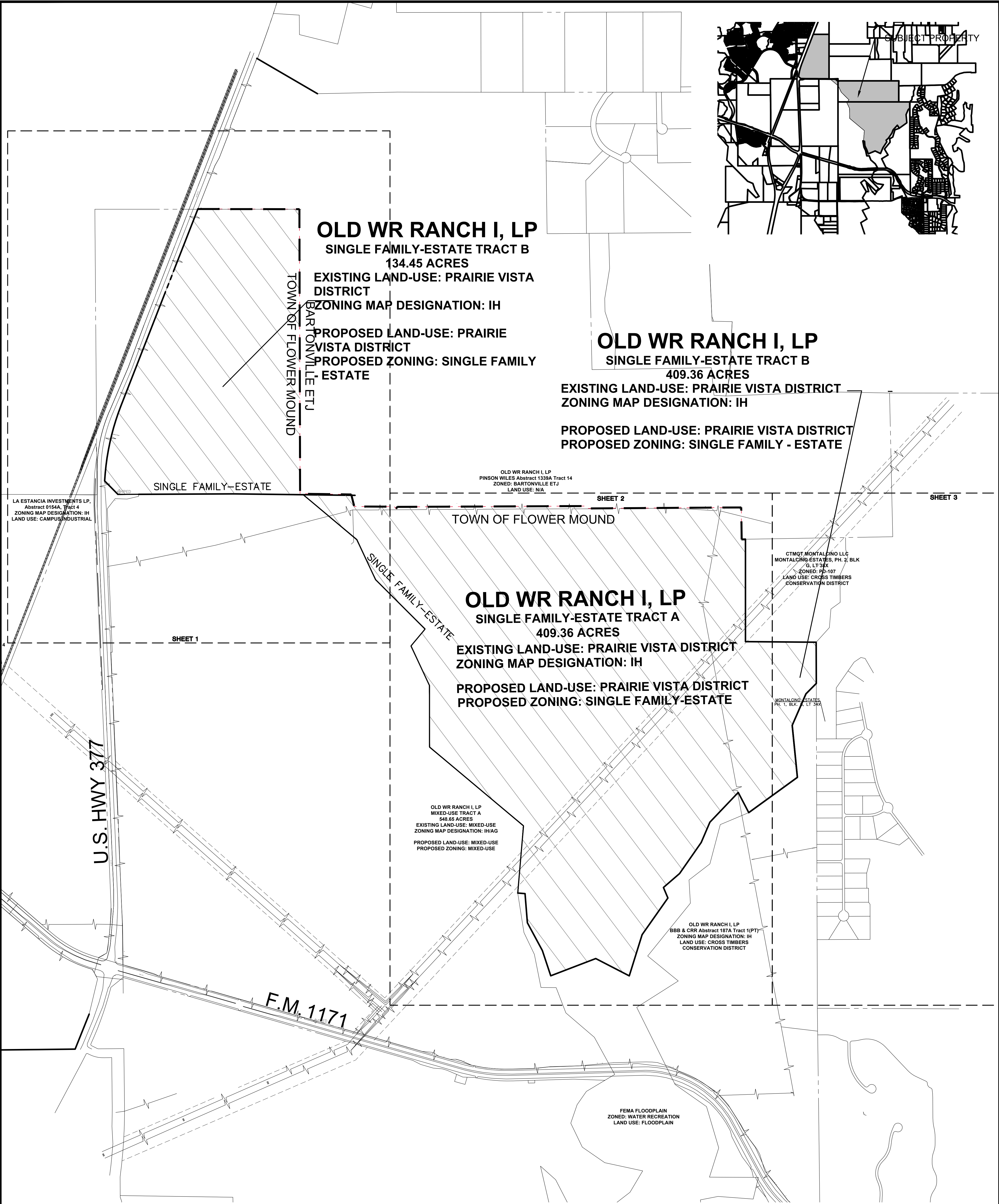
THENCE S 89°37'00" E, 4454.49 feet;

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

EXHIBIT A - Application for PID

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.



Zoning Standards	Zoning Map Designation: Interim Holding (Agricultural)	Single Family Estate 543.8 Acres	Master Plan Features	
			Land Use Plan	Prairie Vista District
Minimum Lot Area	87,120 sf	43,560 sf or 15,000 sf w/ Conservation Development Option	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.				
Minimum Lot Width	200 ft	150 ft	THE PROPOSED ZONING IS CONSISTENT WITH THE RULE 11 AGREEMENT DATED NOVEMBER 29, 2006.	
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		

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

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 DOLLAH, 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

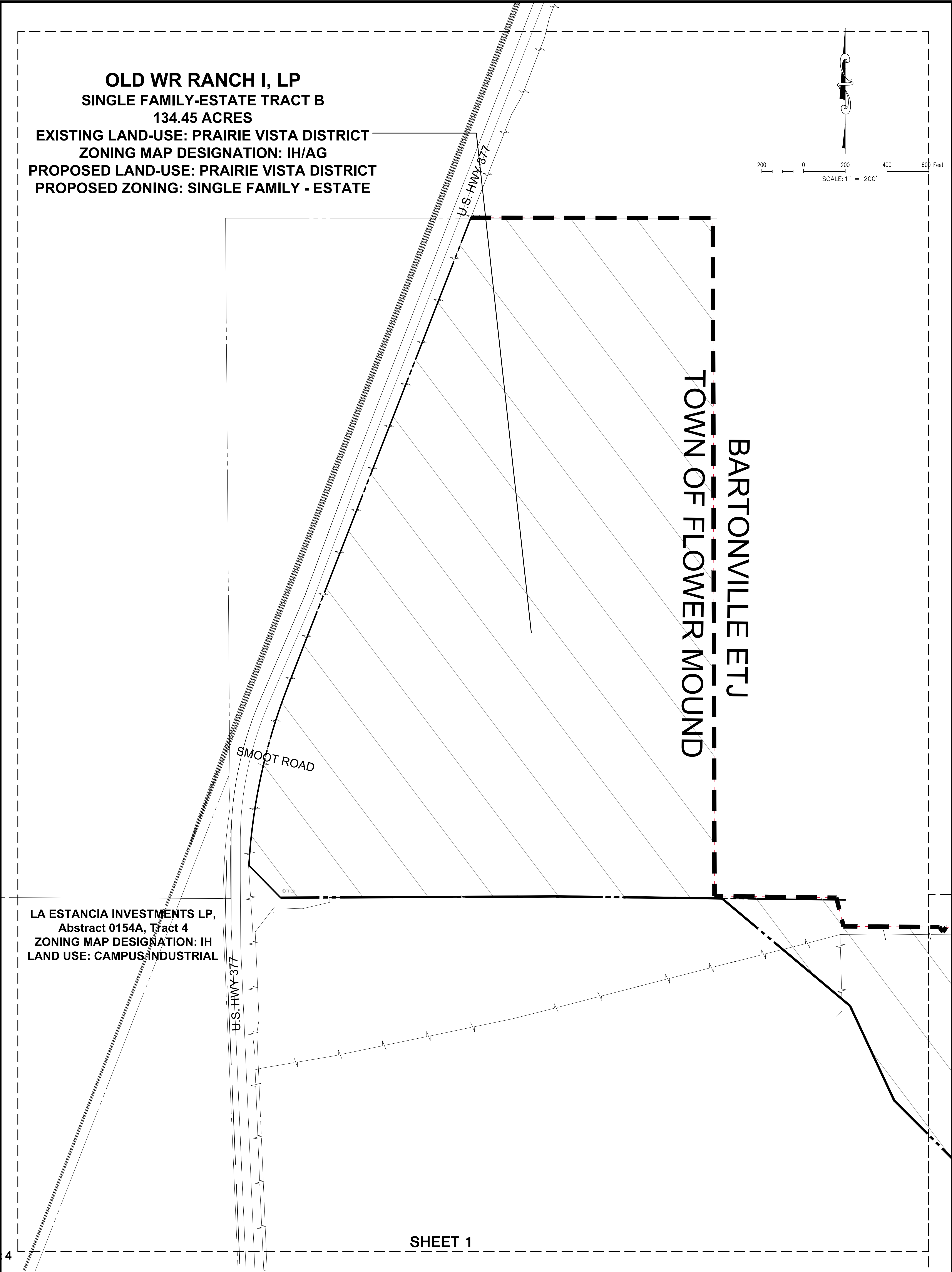
Flower Mound Ranch
543.80 Acres

in the
A.B. DANKS SURVEY, ABST. 368A
BURRESS SURVEY, ABST. 38A
BBB & CRR SURVEY, ABSTRACT NO. 154A & 187A
BRUCE WHEELER SURVEY, ABST. 1805A
CASPARY SURVEY, ABST. 277A
RUTH ALLEN SURVEY, ABST. 15A
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 75262
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

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Page 353 of 552



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18329

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Date: AUGUST 26, 2021

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Revisions:

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75022
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ZONING EXHIBIT

Flower Mound Ranch
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 A.B. DANKS SURVEY, ABST. 368A
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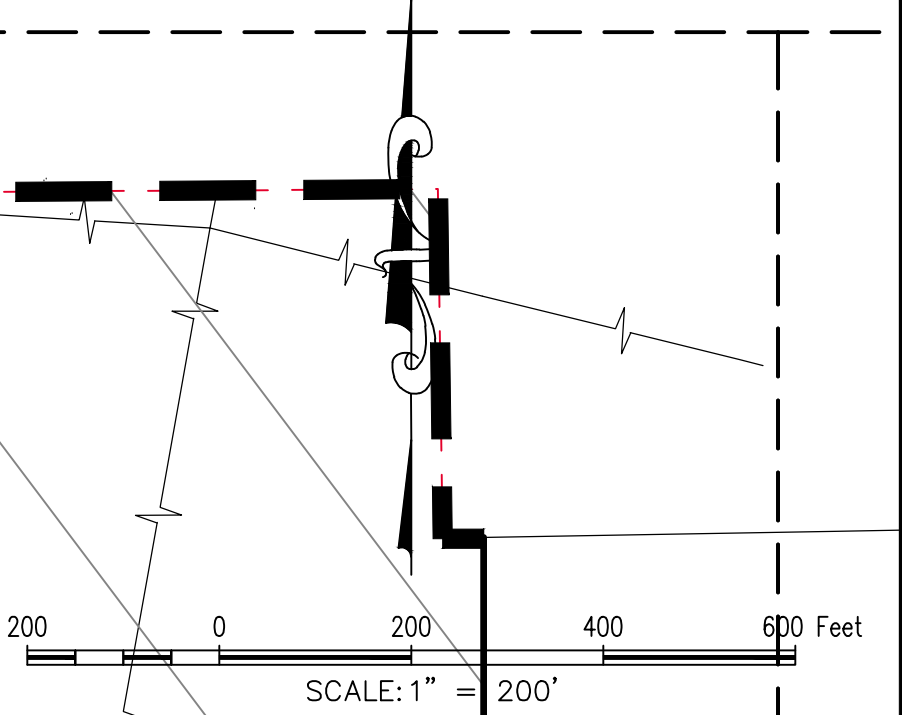
201 Country View Drive
Roanoke, Texas 75262
940.240.1012

TBPE: 19762 TBPLS: 10194440
www.gacoin.com
www.mcadamsco.com

ZONED: BARTONVILLE ETJ
LAND USE: N/A

SHEET 2

TOWN OF FLOWER MOUND



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

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TBPE: 19762
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ZONING EXHIBIT

Flower Mound Ranch
543.80 Acres
in the
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BRUCE WHEELER SURVEY, ABST. 1805A
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DENTON COUNTY, TEXAS



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**CTMG MT MONTALCINO LLC
MONTALCINO ESTATES, PH. 2, BLK
G, LT 38X
ZONED: PD-107
LAND USE: CROSS TIMBERS
CONSERVATION DISTRICT**

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

~~MONTALCINO ESTATES,
PH. 1, BLK. G, LT 34X~~

SF Estate
 Zoning CAD Files\Zoning Exhibit\2021.08.25 Furst Ranch 2.0 - Zoning Exhibit
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18329

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PRELIMINARY PLANS

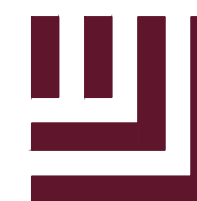
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ZONING EXHIBIT

Flower Mound Ranch
543.80 Acres

in the
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RUTH ALLEN SURVEY, ABST. 15A
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



MCADAMS

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Lewisville, Texas 75057
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Roanoke, Texas 76262
940.240.1012

TBPE: 19762 TBPLS: 101944
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www.mcadamsco.com

Page 357 of 552

EXHIBIT A - Application for PID

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

Envelope Originator:

Certificate Pages: 5

Initials: 0

Anne Carnes

AutoNav: Enabled

2121 Cross Timbers Rd

Enveloped Stamping: Disabled

Flower Mound, TX 75028

Time Zone: (UTC-06:00) Central Time (US & Canada)

anne.carnes@flower-mound.com

IP Address: 97.105.97.14

Record Tracking

Status: Original

Holder: Anne Carnes

Location: DocuSign

3/23/2022 3:21:17 PM

anne.carnes@flower-mound.com

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

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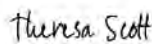
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Theresa Scott

Theresa.scott@flower-mound.com

xxxxxxxxxxxxxx

Security Level: Email, Account Authentication
(None)



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Electronic Record and Signature Disclosure:

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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)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

Sent: 3/23/2022 3:29:47 PM

EXHIBIT A - Application for PID

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		

EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

Enabled Security Settings:	Allow per session cookies
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** 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:

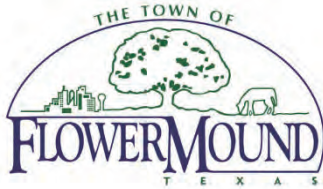
- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Town 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 A - Application for PID

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);**

EXHIBIT A - Application for PID



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

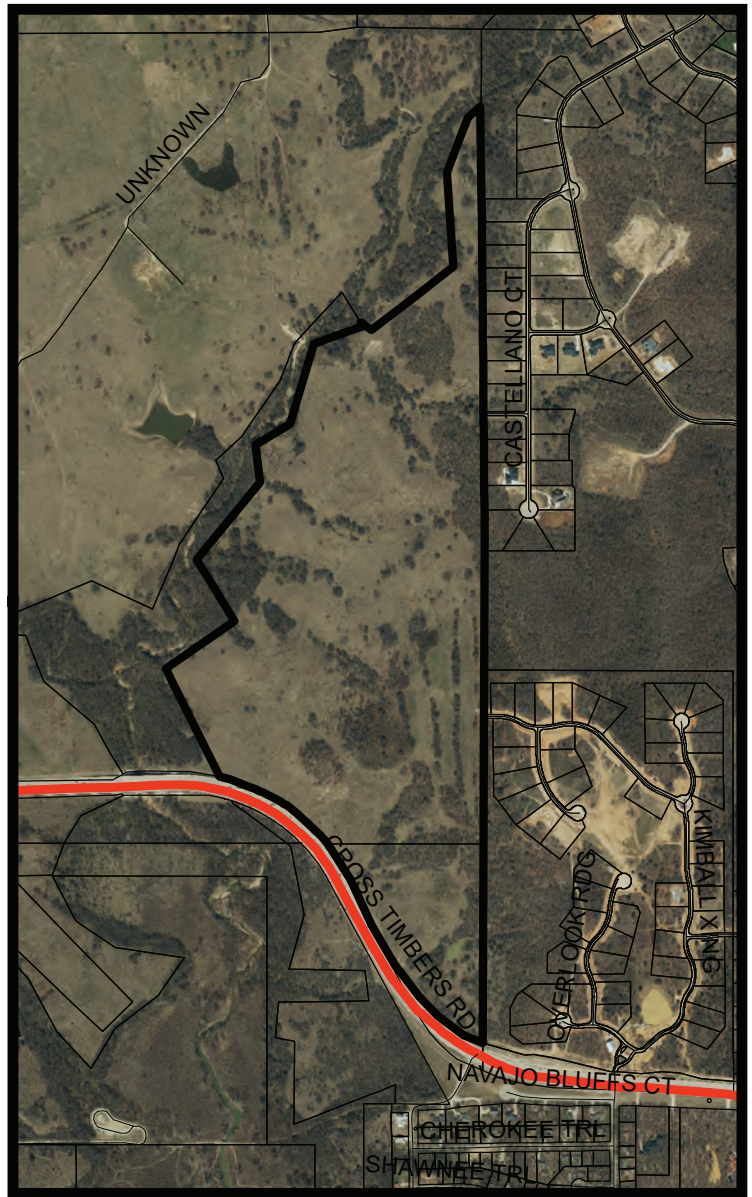
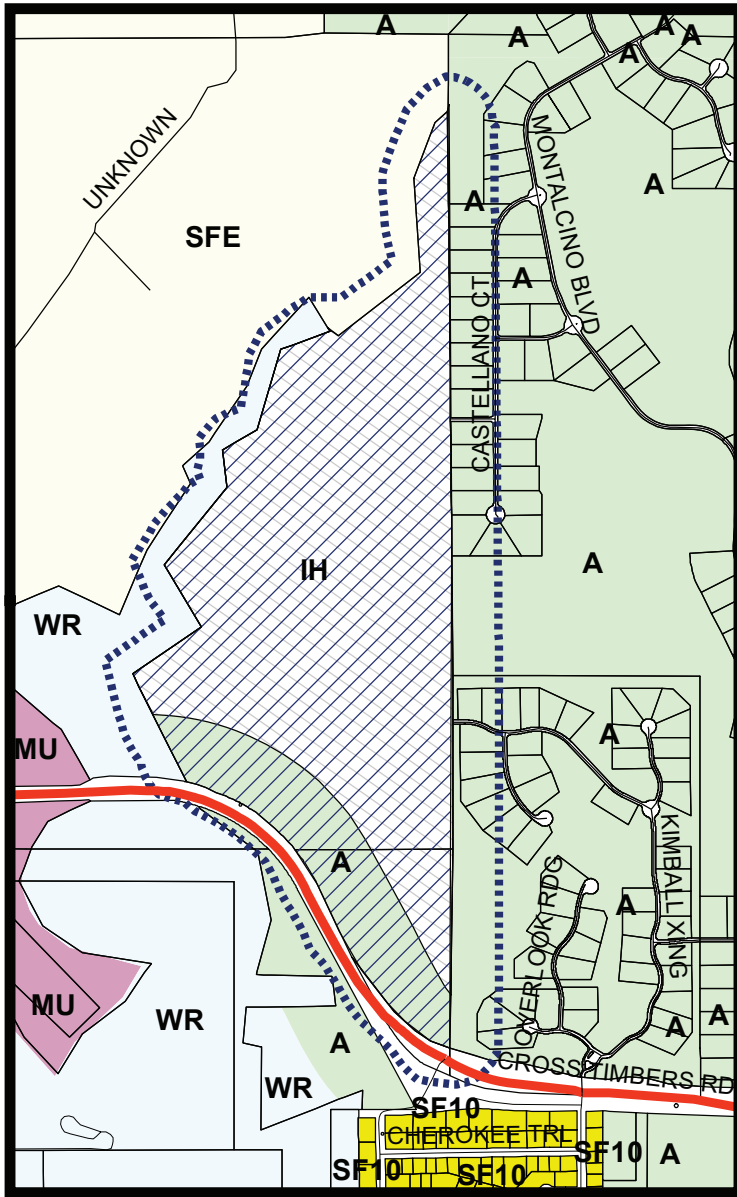
EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

Vicinity Map

CON23-0001 - FM1171 Conservation Development



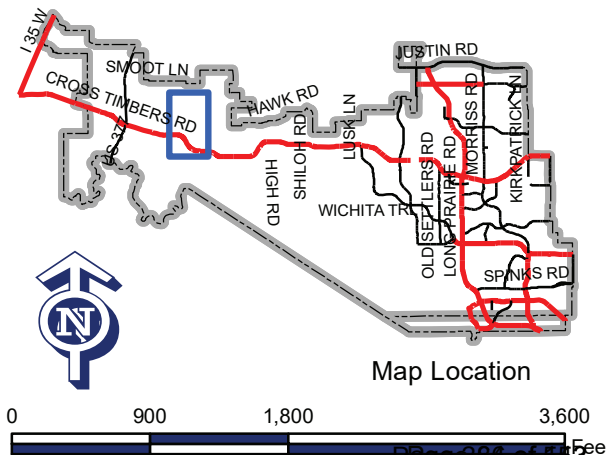
LEGEND

- Agriculture
- Interim Holding
- Mixed Use
- Single Family 10
- Single Family Estate
- Water Recreation

- Subject Property
- 200 ft Notification Buffer around Property

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

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



Map Location

EXHIBIT A - Application for PID

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 RAILROAD 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

EXHIBIT A - Application for PID

ORDINANCE NO. _____

Page 2

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.

EXHIBIT A - Application for PID

ORDINANCE NO. _____

Page 3

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.

EXHIBIT A - Application for PID

ORDINANCE NO. _____

Page 4

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:

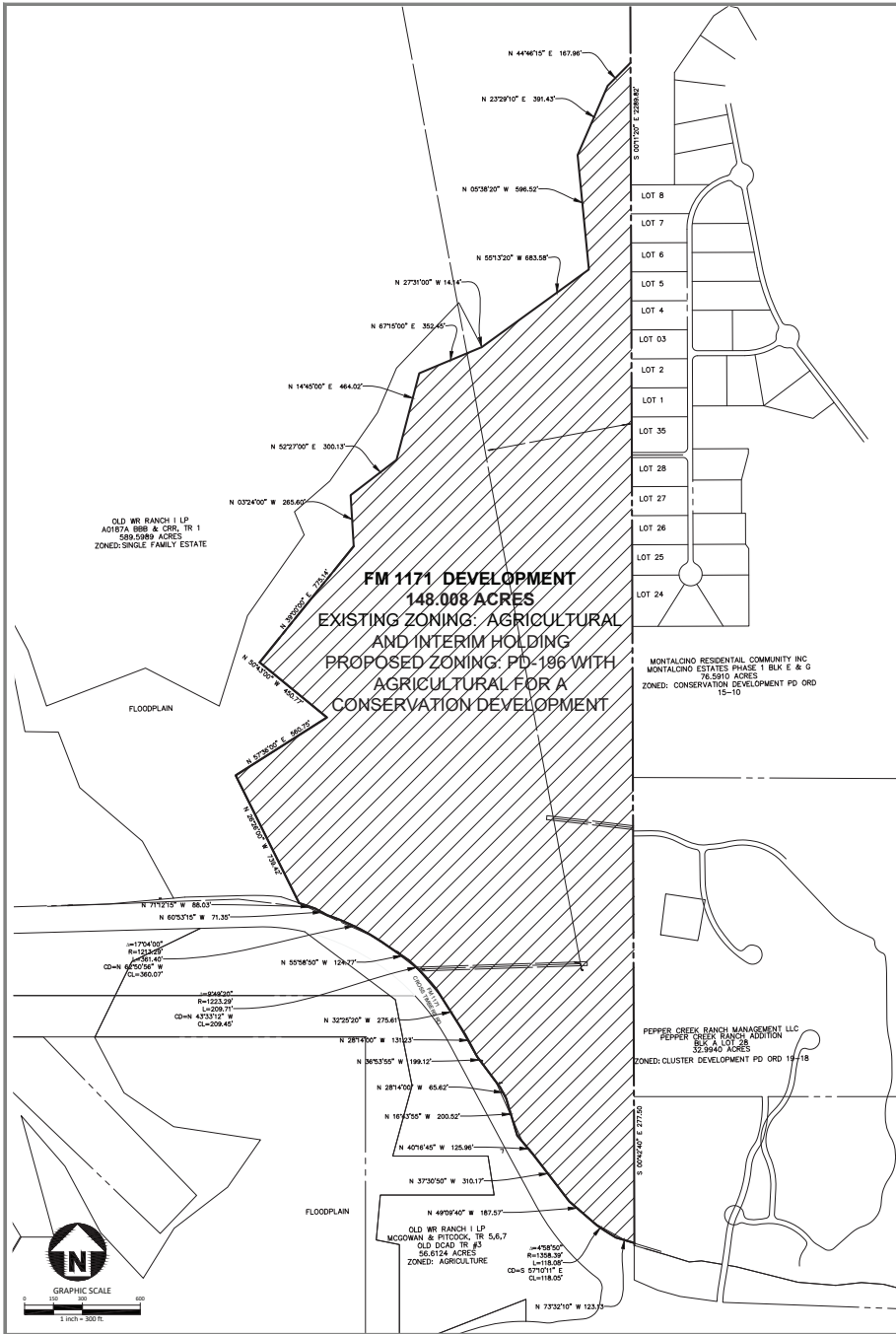
Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A - Application for PID

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 1,129.061 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 Montalino 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 1,129.061 acre tract and the west line of said Lot 34X, passing at 633.36 feet the most westerly northwest corner of Montalino 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 Montalino Estates, Phase 2, being the most westerly northwest corner of Lot 29X, Block E of said Montalino 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 N 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 302.5 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.





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	
CHECKED BY	RR
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ZONING EXHIBIT
ZE 01

EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID

- 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.

EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID

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.

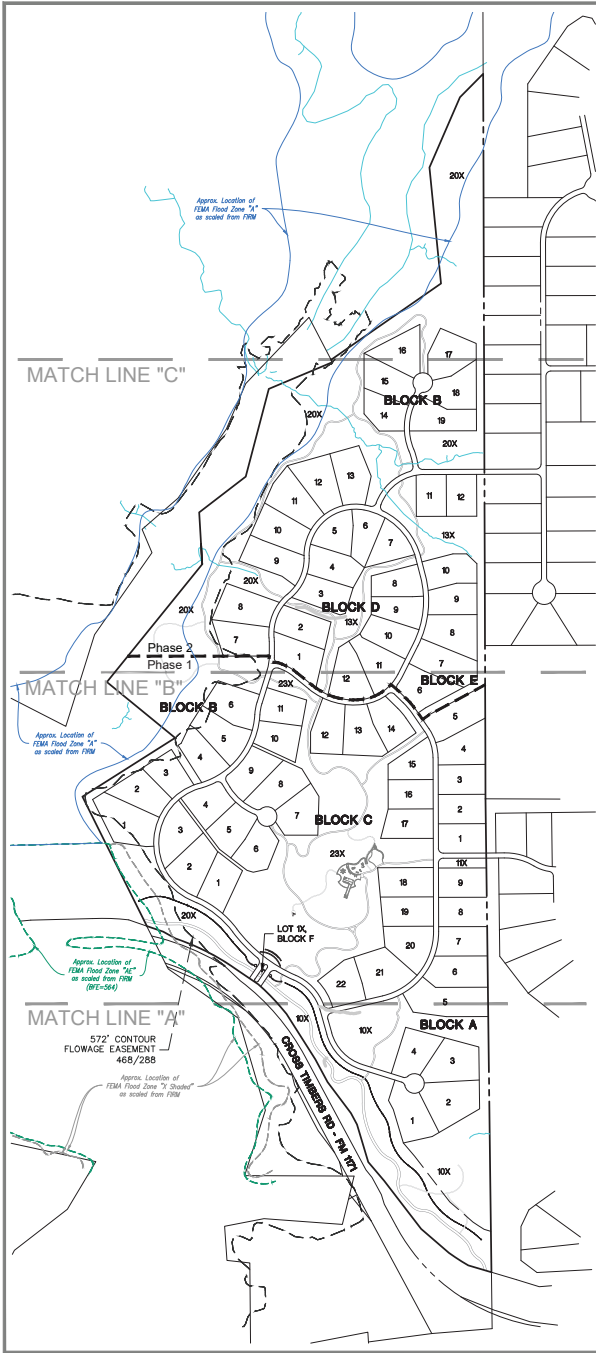
2. Scenic Buffer – Section 98-277

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 A - Application for PID

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
Open Space Excluding PUDE & Floodway:	47.4% of Total Gross Area
	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.

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.

OPEN SPACE CALCULATIONS:
OPEN SPACE IN X LOTS NOT INCLUDING FLOODWAY OR ALL PUDE

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	SQUARE FEET	ACRES
1	BLOCK A	46,589	1.070
2	BLOCK A	56,467	1.286
3	BLOCK A	50,836	1.167
4	BLOCK A	40,860	0.938
5	BLOCK A	62,124	1.428
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	SQUARE FEET	ACRES
1	BLOCK B	56,345	1.293
2	BLOCK B	41,301	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	1.000
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	33.228

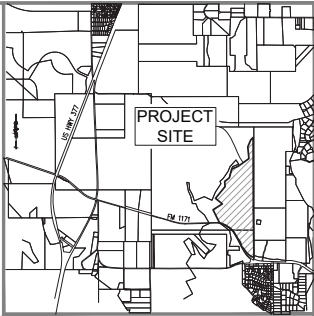
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK C	38,560	0.885
2	BLOCK C	45,812	1.047
3	BLOCK C	42,992	0.987
4	BLOCK C	37,102	0.852
5	BLOCK C	39,297	0.902
6	BLOCK C	38,034	0.873
7	BLOCK C	42,687	0.980
8	BLOCK C	45,115	1.036
9	BLOCK C	38,815	0.891
10	BLOCK C	36,038	0.827
11	BLOCK C	33,904	0.778
12	BLOCK C	41,227	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	40,811	0.930
19	BLOCK C	38,978	0.918
20	BLOCK C	45,460	1.044

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	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	0.758
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	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	46,871	1.122
8	BLOCK E	46,954	1.124
9	BLOCK E	37,292	0.856
10	BLOCK E	36,932	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	SQUARE FEET	ACRES
1X	BLOCK F	1,979	0.045



VICINITY MAP SCALE: 1"=3000'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 60°53'10" W	71.35'
L2	N 71°12'15" W	88.03'

GENERAL NOTES:

- 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 NECESSARY OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY FOR THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIGHT SCREENS AND ADJACENT CURBS OR STREET PAVEMENTS, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRANCES.
- ALL "X" LOTS TO BE DEDICATED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- ENVIRONMENTAL PROTECTION PLAN IS REQUIRED.
- ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
- AN OPEN SPACE MANAGEMENT PLAN IS REQUIRED.

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.

ZONING CONCEPT PLAN

FM 1171 CONSERVATION DEVELOPMENT

LOTS 1-9 & 10X-13X, 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. MCGOWAN 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



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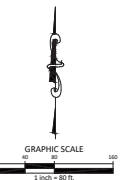
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 DALLAS, TEXAS 75226
 PHONE: 972.716.2900
 BOB KENNEMER

MES STOWELL, RPLS
1 HILLSIDE DR
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MAIL: JSTOWELL@MCADAMSCO.COM

FWM 1213 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,
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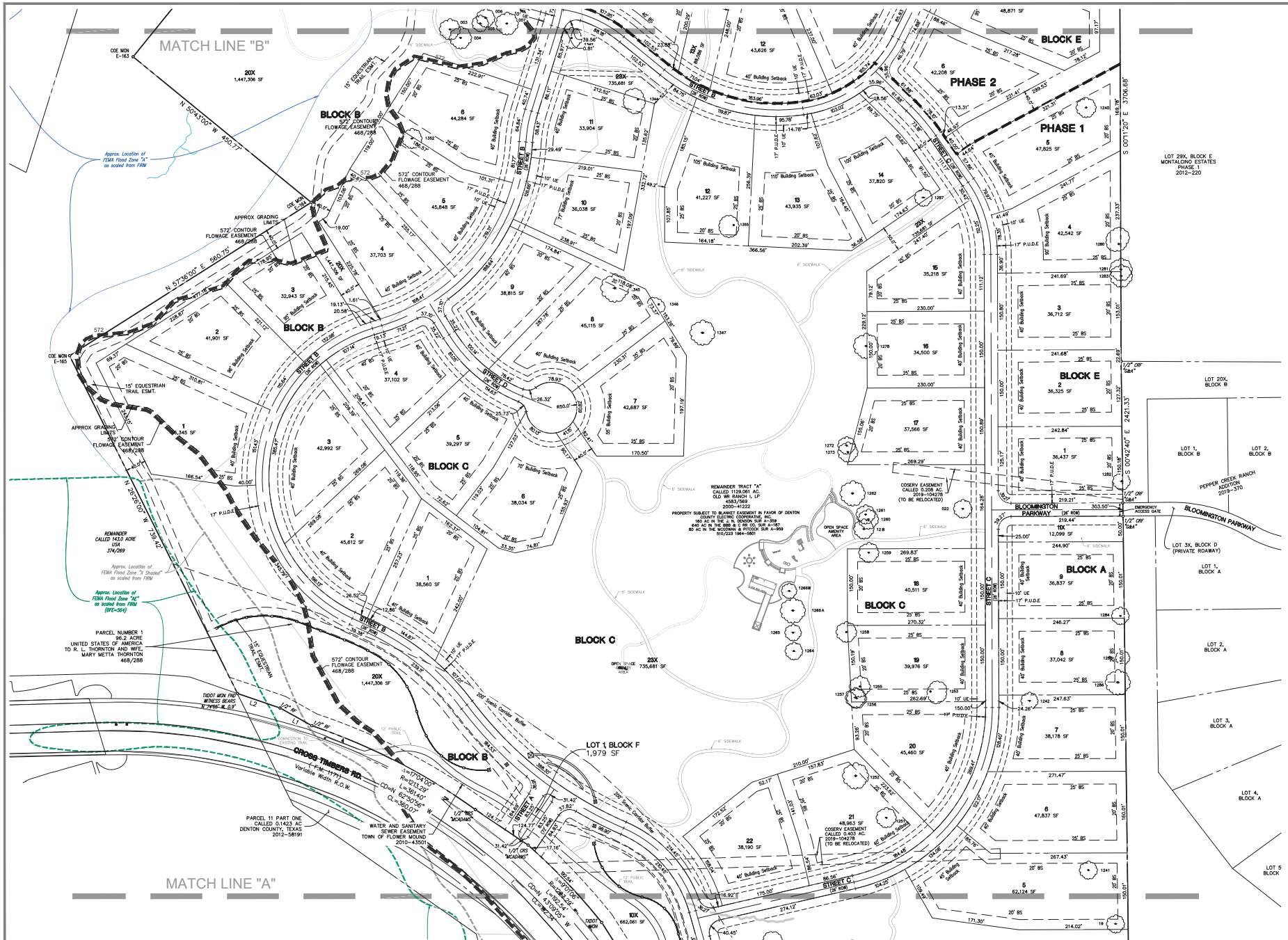
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DATE	06/09/2023



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EXHIBIT A - Application for PID

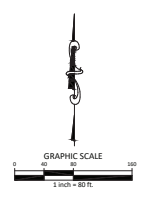


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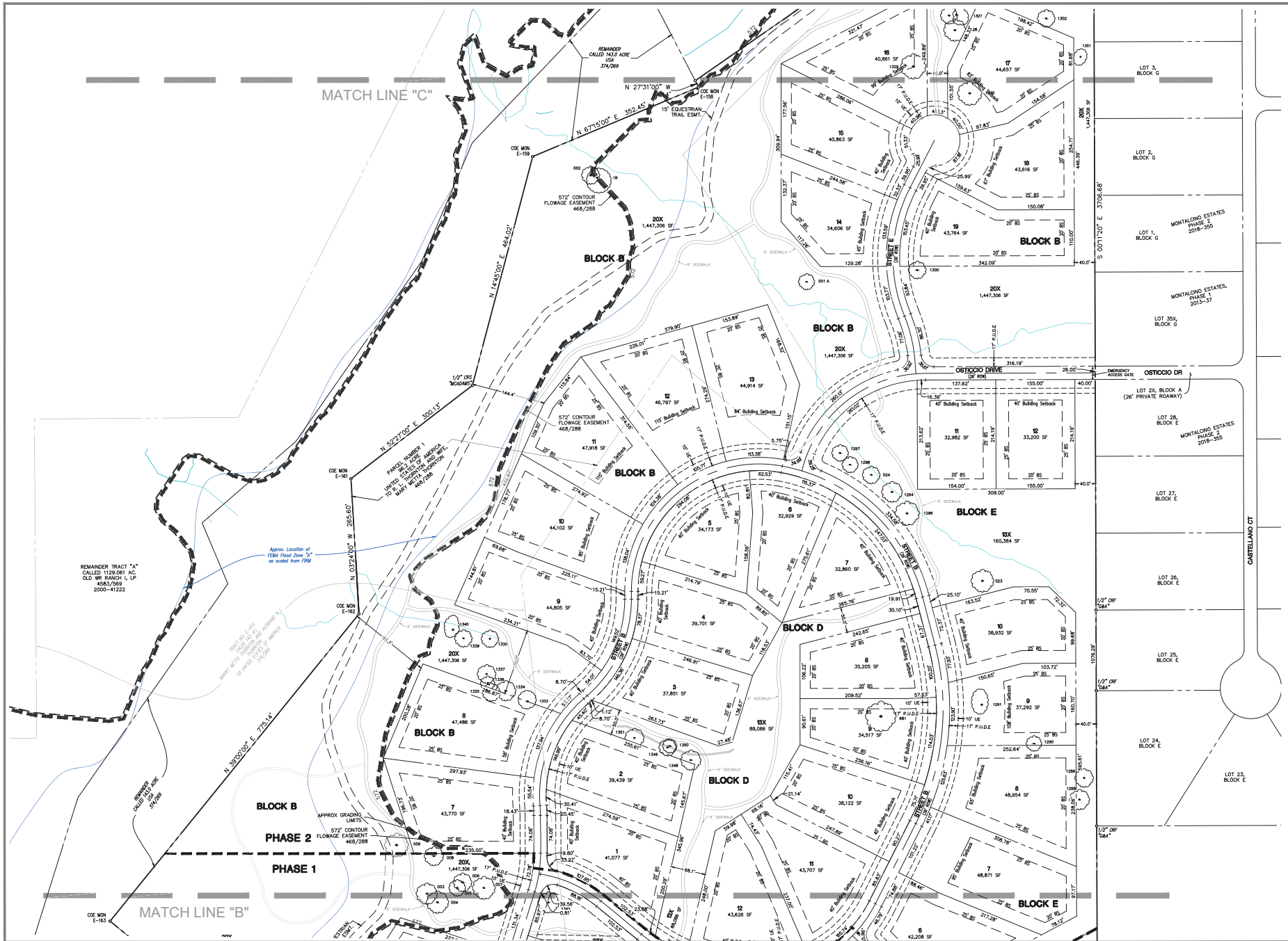
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ZONING CONCEPT PLAN
FM 1171 CONSERVATION DEVELOPMENT
LOTS 1-9 & 10X-11X, BLOCK A, LOTS 1-19 & 20X, BLOCK B, LOTS 1-22 & 23X, BLOCK C, LOTS 1-12 & 13X, BLOCK D, LOTS 1-12 & 13X, BLOCK E, AND LOT 11X, BLOCK F.
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DATE 06/09/2023



Page 379 of 552



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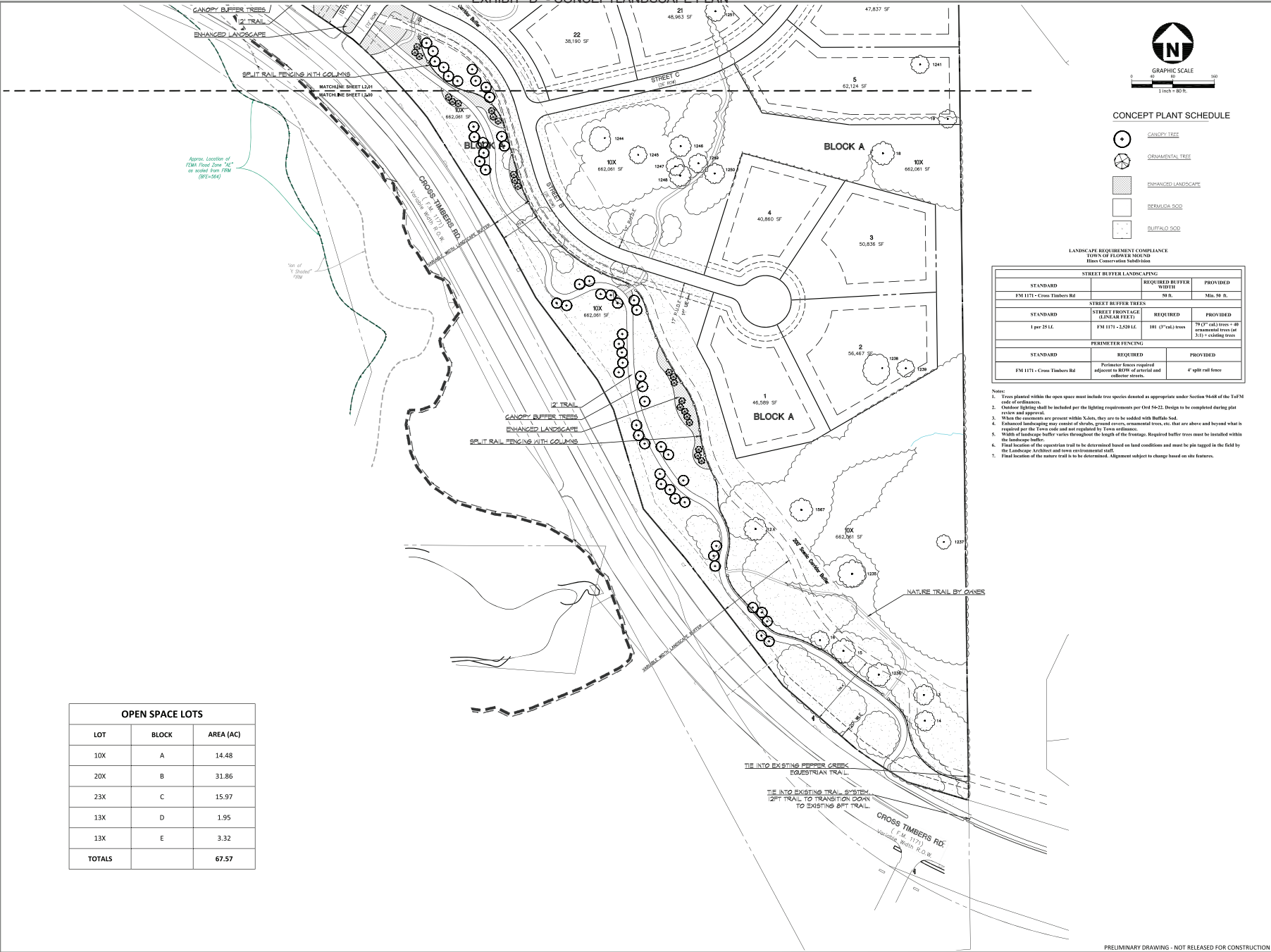


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EXHIBIT A - Application for PID

EXHIBIT "D" - CONCEPT LANDSCAPE PLAN



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**FM 1171 CONSERVATION
SUBDIVISION**
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



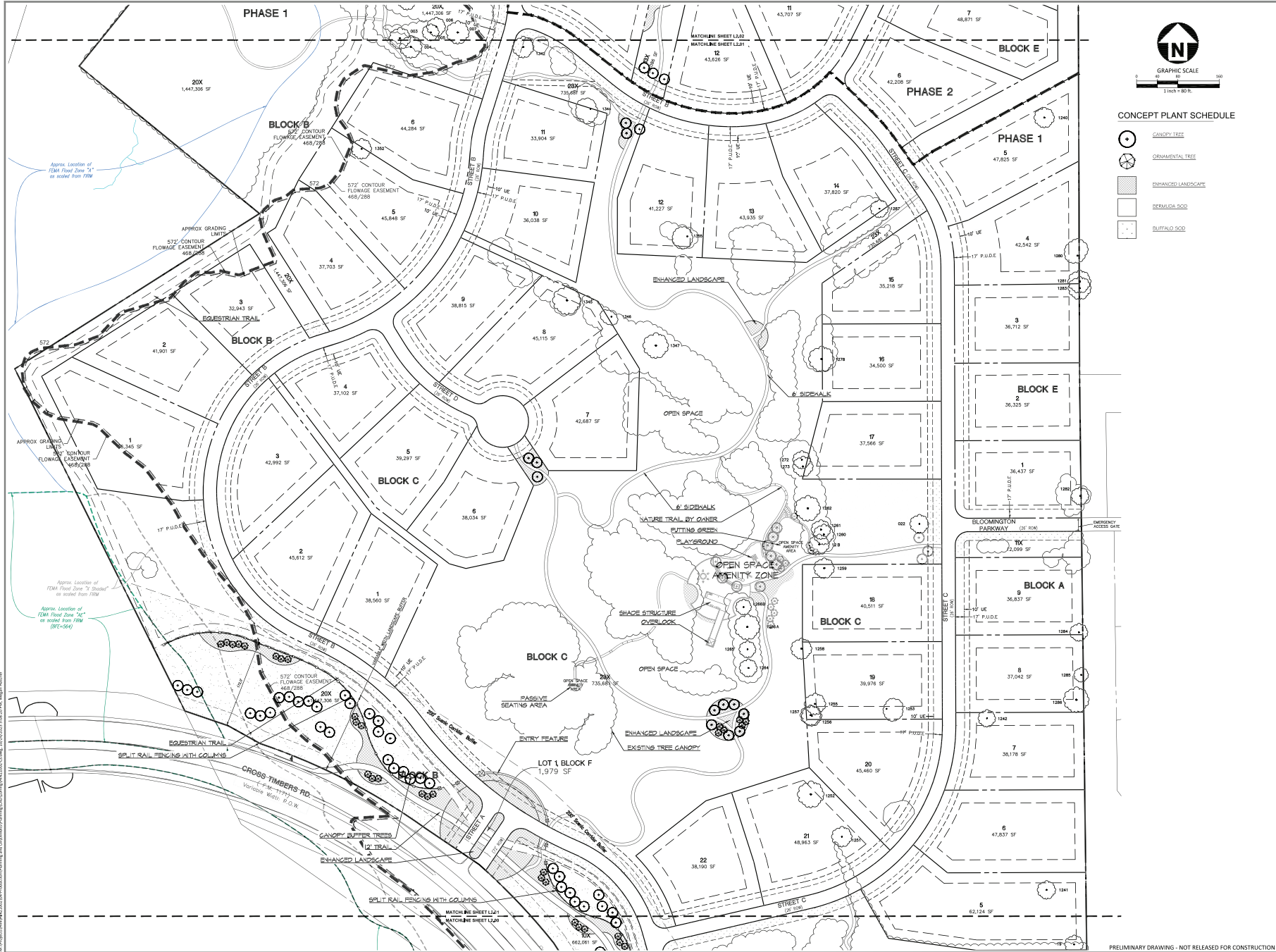
REVISIONS

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PLAN INFORMATION
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FILENAME HIN21002-LS.DWG
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SCALE 80 SCALE
DATE 10.09.2023
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**CONCEPT LANDSCAPE
PLAN
L2.00**

EXHIBIT A - Application for PID



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**FM 1171 CONSERVATION
SUBDIVISION**
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

PROJECT NO.	HN23002
FILENAME	HN23002-LS.DWG
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SCALE	80 SCALE
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**CONCEPT LANDSCAPE
PLAN
L2.01**

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

EXHIBIT A - Application for PID



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**FM 1171 CONSERVATION
SUBDIVISION**
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION

PLAN INFORMATION

PROJECT NO. HIN21002
FILENAME HIN21002-LS.DWG
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DRAWN BY MAH
SCALE 80 SCALE
DATE 10.09.2023
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**CONCEPT LANDSCAPE
PLAN
L2.02**

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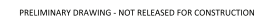
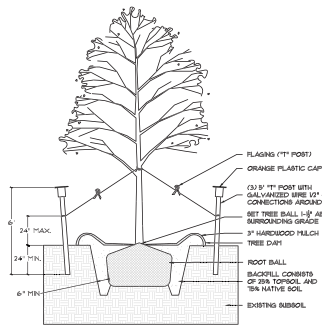
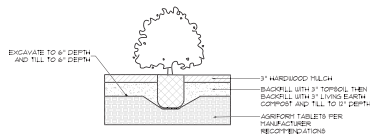


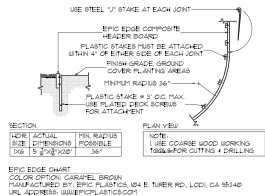
EXHIBIT A - Application for PID



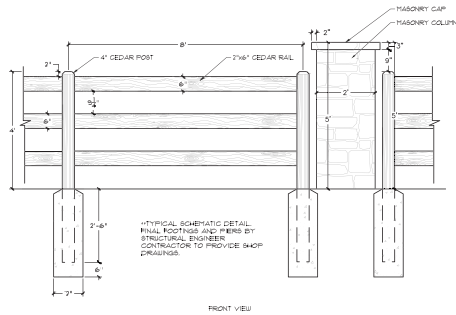
1. TREE STAKING DETAIL
1/4"=1'



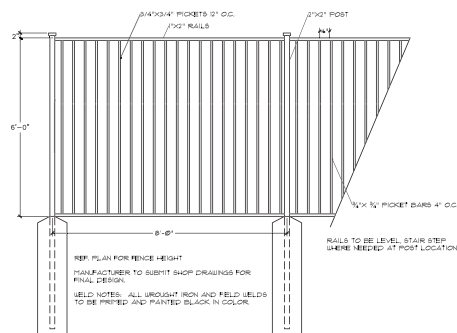
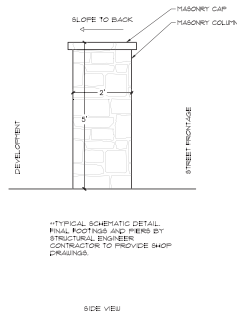
2. SHRUB PLANTING DETAIL
1/2"=1'



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'

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JEFF KENNEMER

**FM 1171 CONSERVATION
SUBDIVISION**
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
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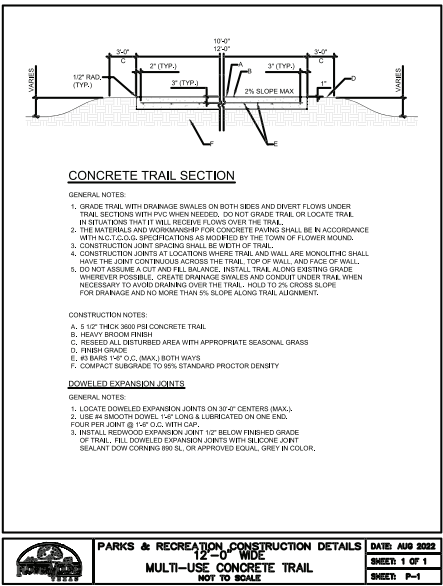
PLAN INFORMATION

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FILENAME	HIN21002-LS.DWG
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DATE	10.09.2023

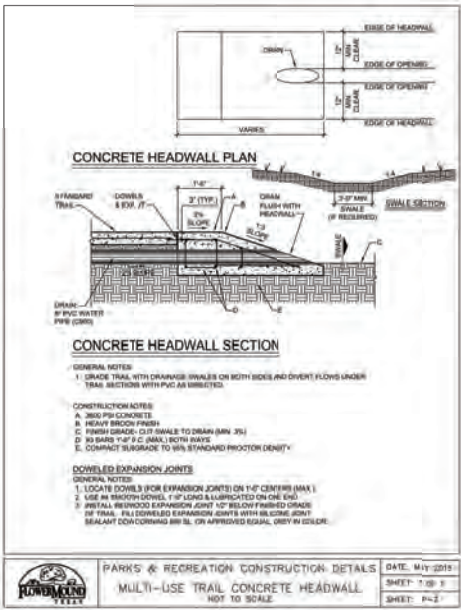
**CONCEPT LANDSCAPE
DETAILS**
L2.04

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

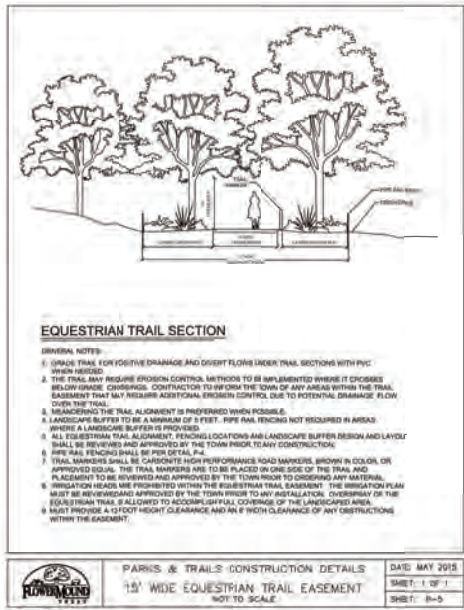
EXHIBIT A - Application for PID



1. MULTI-USE CONCRETE TRAIL
NTS



2. MULTI-USE TRAIL CONCRETE HEADWALL
NTS



3. 15' WIDE EQUESTRIAN TRAIL EASEMENT
NTS



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REVISIONS		
NO.	DATE	DESCRIPTION

PLAN INFORMATION	
PROJECT NO.	HIN231002
FILENAME	HIN231002-LS.DWG
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SCALE	-
DATE	10.09.2023

SHEET

**CONCEPT LANDSCAPE
DETAILS**

L2.05

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

EXHIBIT "E" - OPEN SPACE PLAN



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1/24/2023

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PLAN INFORMATION

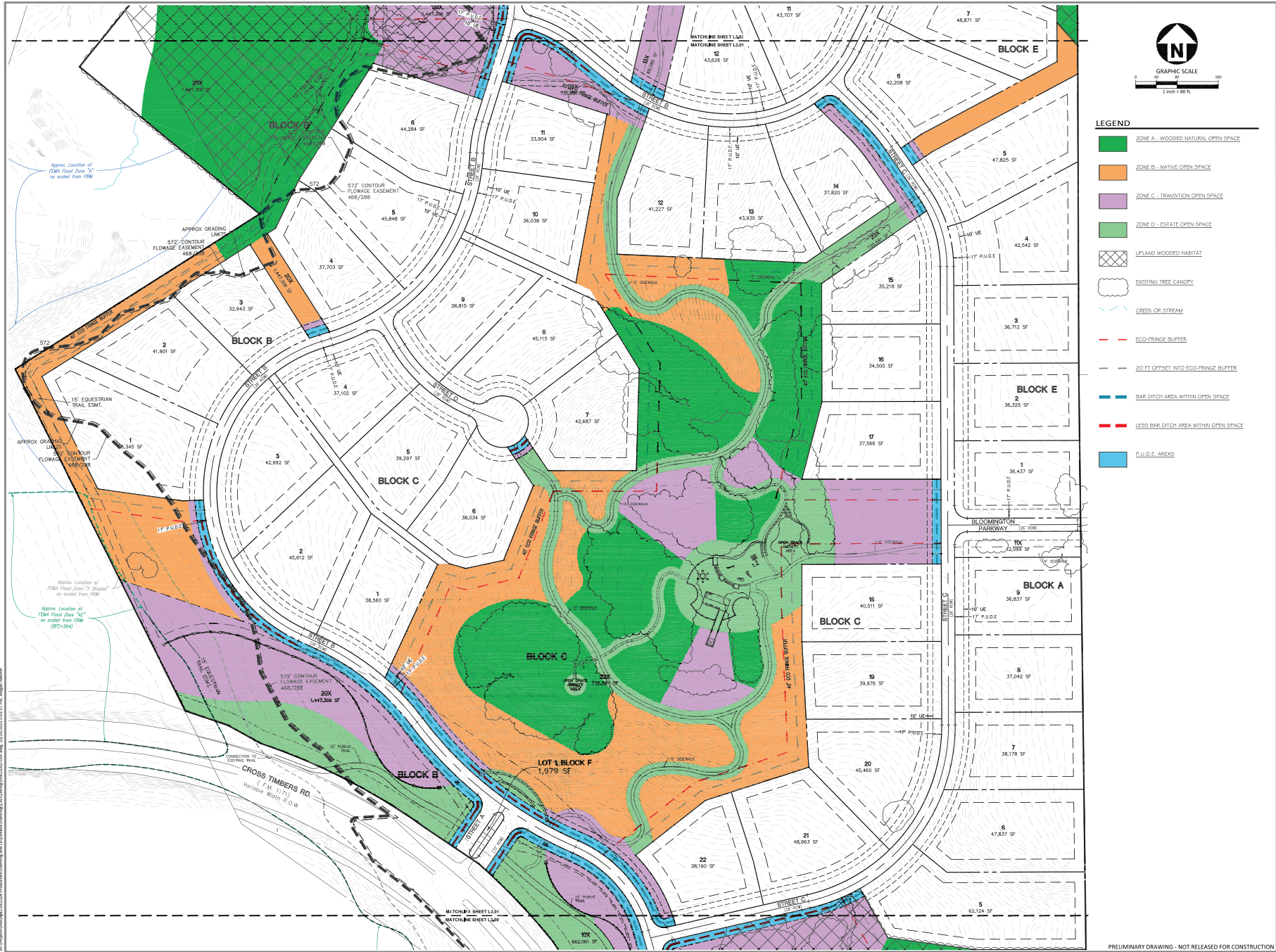
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DATE	10. 09. 2023

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OPEN SPACE PLAN

L3.00

EXHIBIT A - Application for PID



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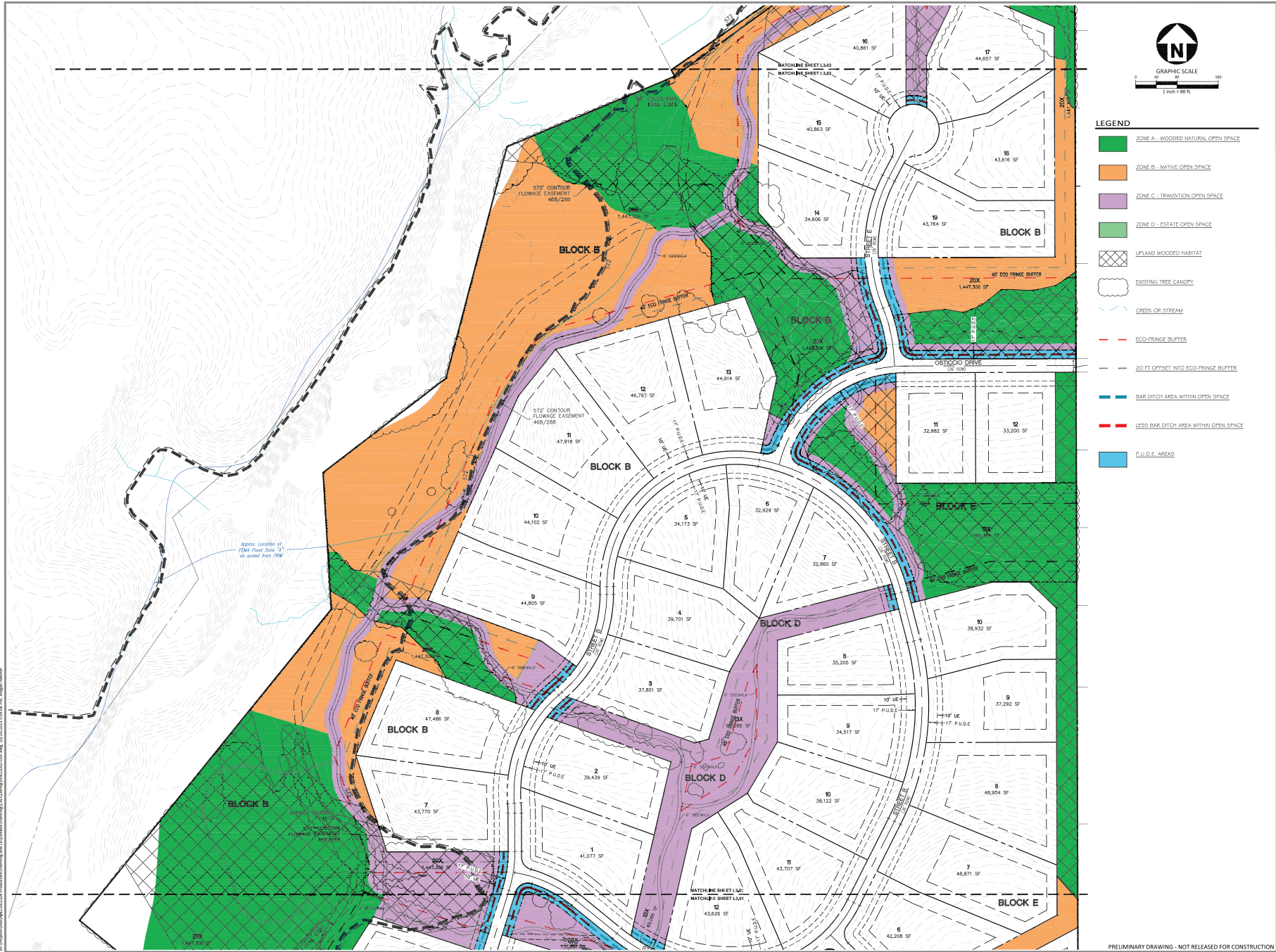
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PLAN INFORMATION

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DRAWN BY	MAH
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SHEET
OPEN SPACE PLAN
L3.01

EXHIBIT A - Application for PID



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OPEN SPACE PLAN
L3.02

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.

EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

- 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.

EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID



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SHEET

OPEN SPACE PLAN
L3.00

EXHIBIT A - Application for PID

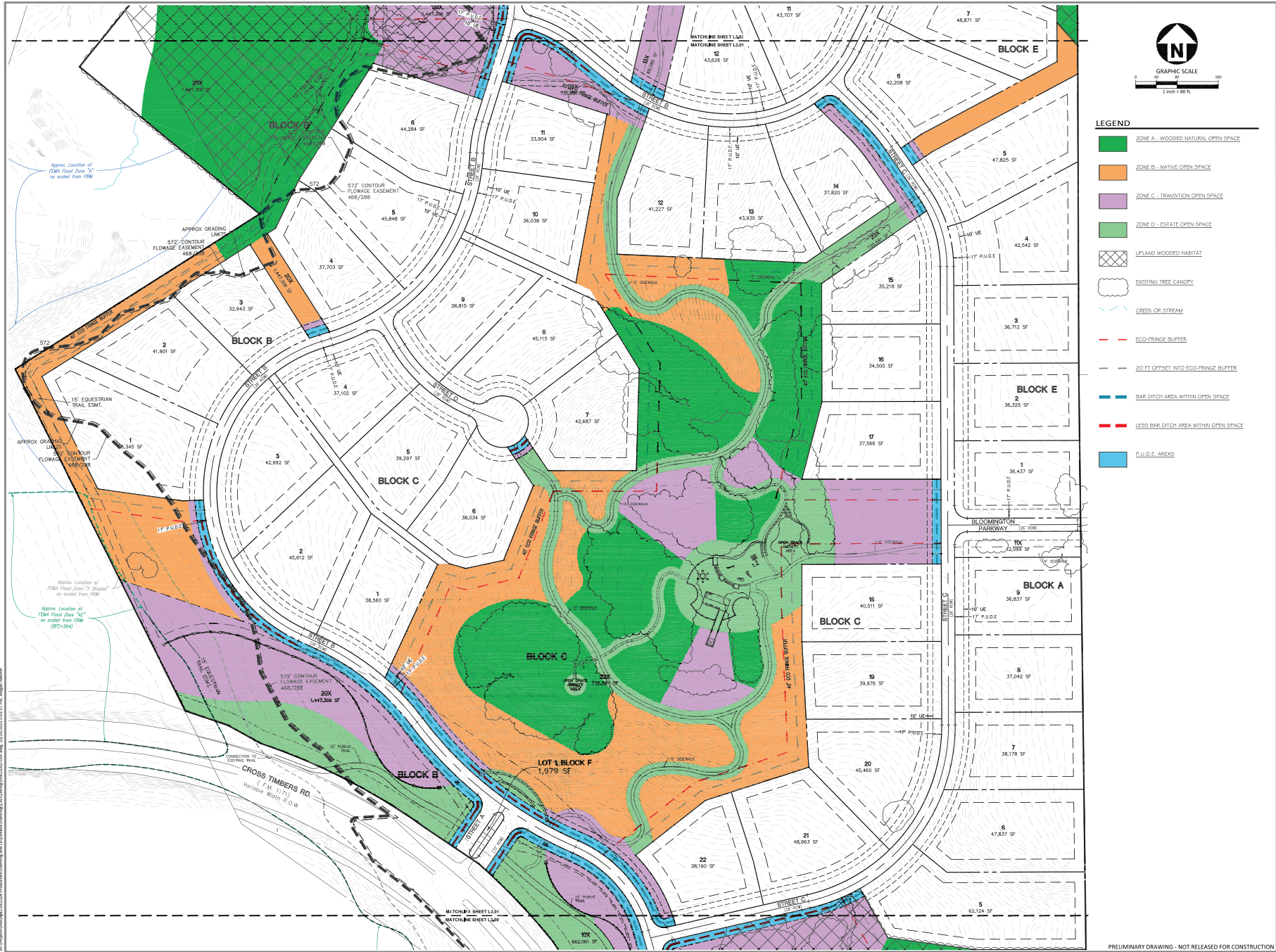


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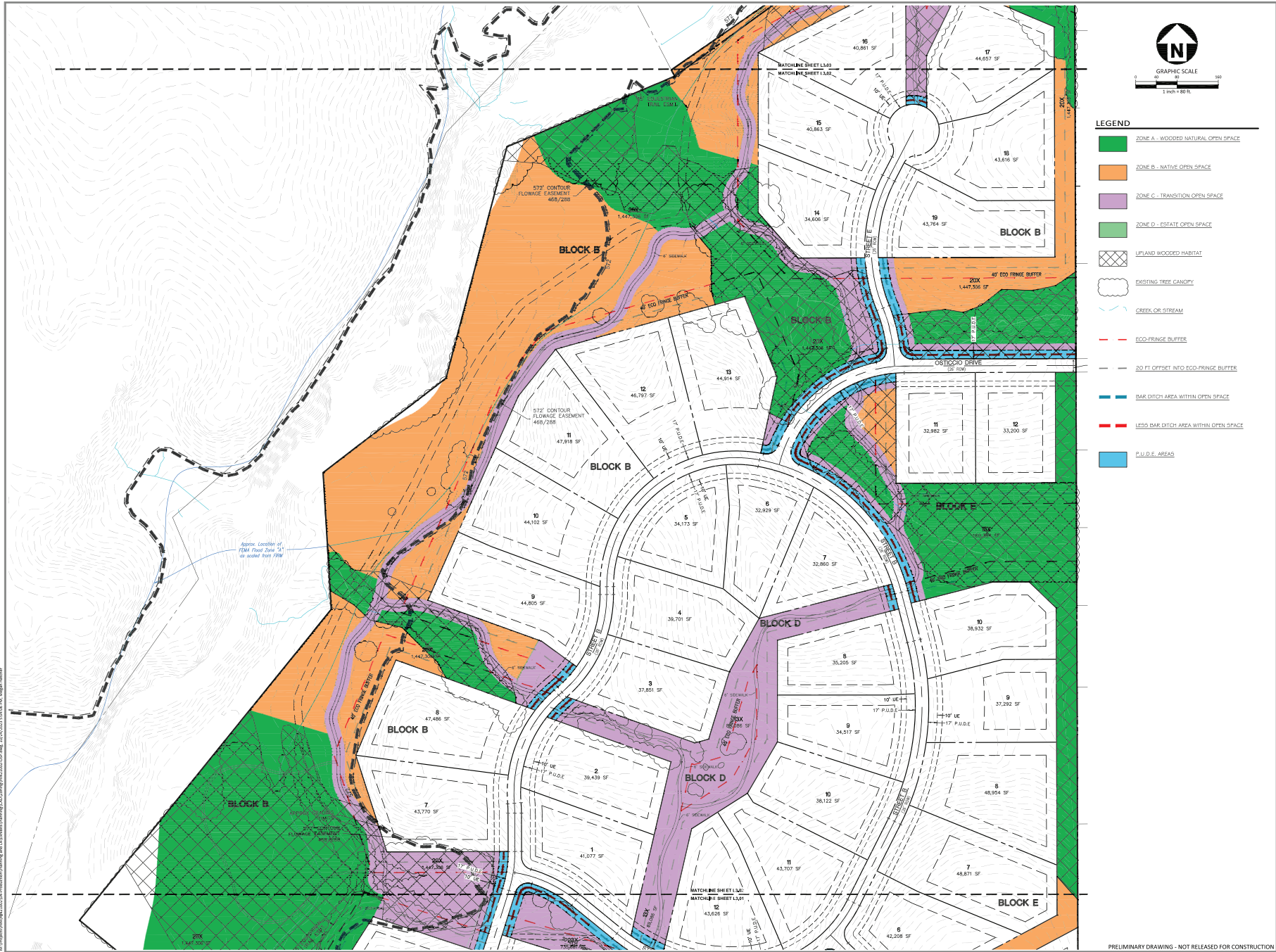




EXHIBIT A - Application for PID

EXHIBIT B-4

AGRICULTURE DISTRICT ZONING REGULATIONS FOR APPROXIMATELY 5-ACRE AND 11.5-ACRE TRACTS

EXHIBIT A - Application for PID

Subpart B - LAND DEVELOPMENT REGULATIONS

Chapter 98 - ZONING

ARTICLE III. - DISTRICT REGULATIONS

DIVISION 3. A, AGRICULTURAL DISTRICT, CONSERVATION DISTRICT, AND RURAL DEVELOPMENT

DIVISION 3. A, AGRICULTURAL DISTRICT, CONSERVATION DISTRICT, AND RURAL DEVELOPMENT¹

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

¹Editor'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.

EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

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

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(Supp. No. 32)

EXHIBIT A - Application for PID

(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.

EXHIBIT A - Application for PID

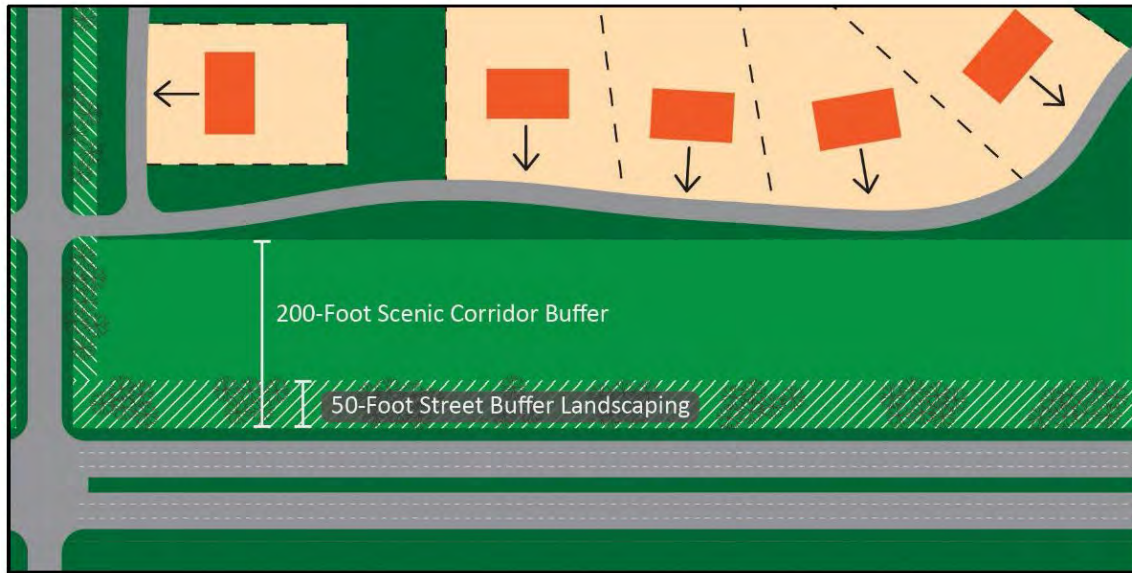
- (e) *Minimum side yard.* The minimum side yard in the A agricultural district shall be 25 feet for residential uses, and 25 feet for nonresidential uses, subject to section 98-1027.
- (f) *Minimum rear yard.* The minimum rear yard in the A agricultural district shall be 20 feet, subject to section 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.*

EXHIBIT A - Application for PID

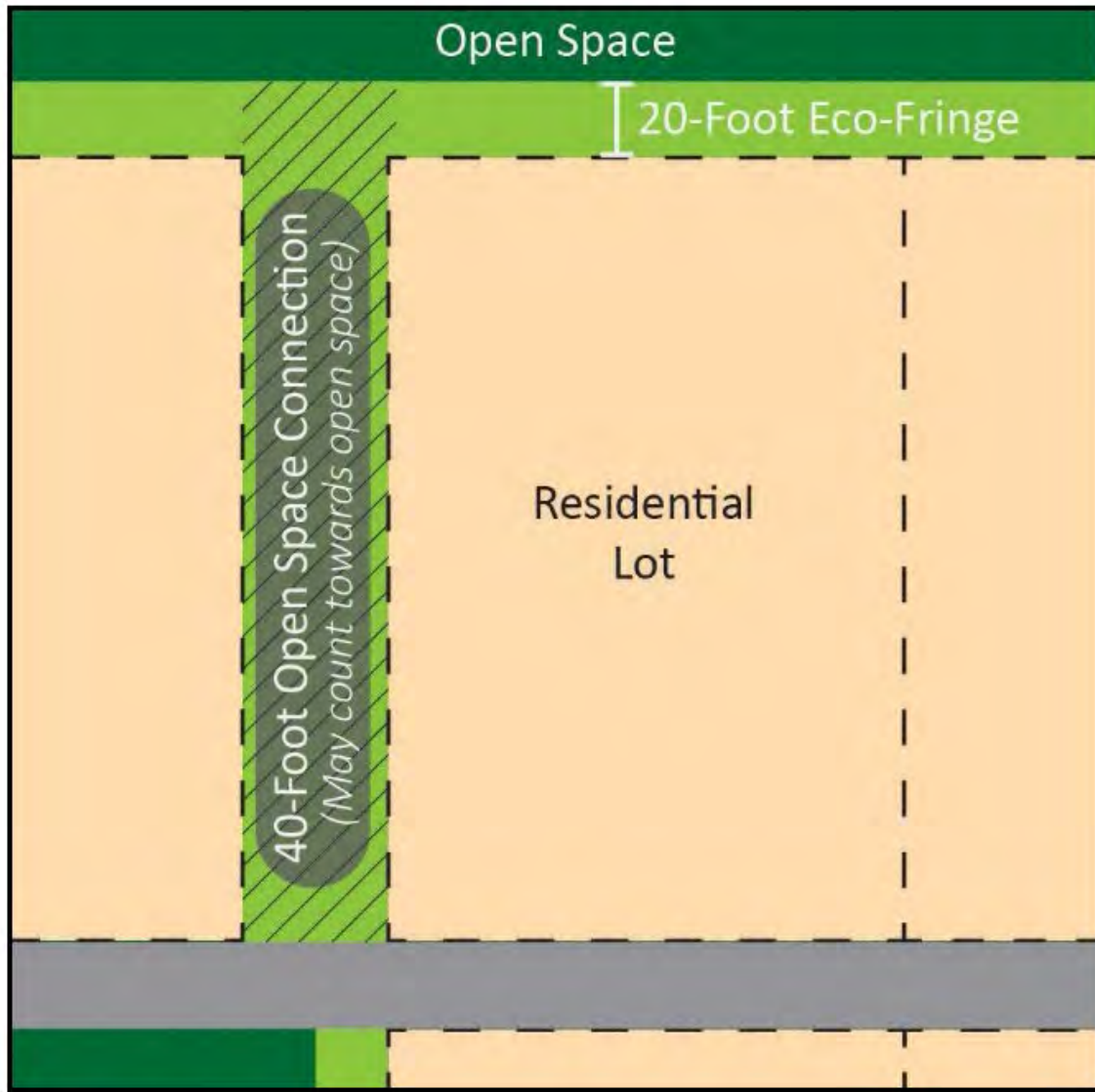


- (c) *Open space standards.* This subsection describes standards for dedication of land for and improvement of public and private open space for conservation development projects.
- (1) *Preservation of natural features.*
- a. Preservation of the following areas shall be prioritized and counted toward 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.

EXHIBIT A - Application for PID

- 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.*

EXHIBIT A - Application for PID



(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;

EXHIBIT A - Application for PID

- 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:

EXHIBIT A - Application for PID

- (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.

EXHIBIT A - Application for PID

- (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.

EXHIBIT A - Application for PID

- (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 A - Application for PID

EXHIBIT C PROPERTY LOCATION AND PID BOUNDARY

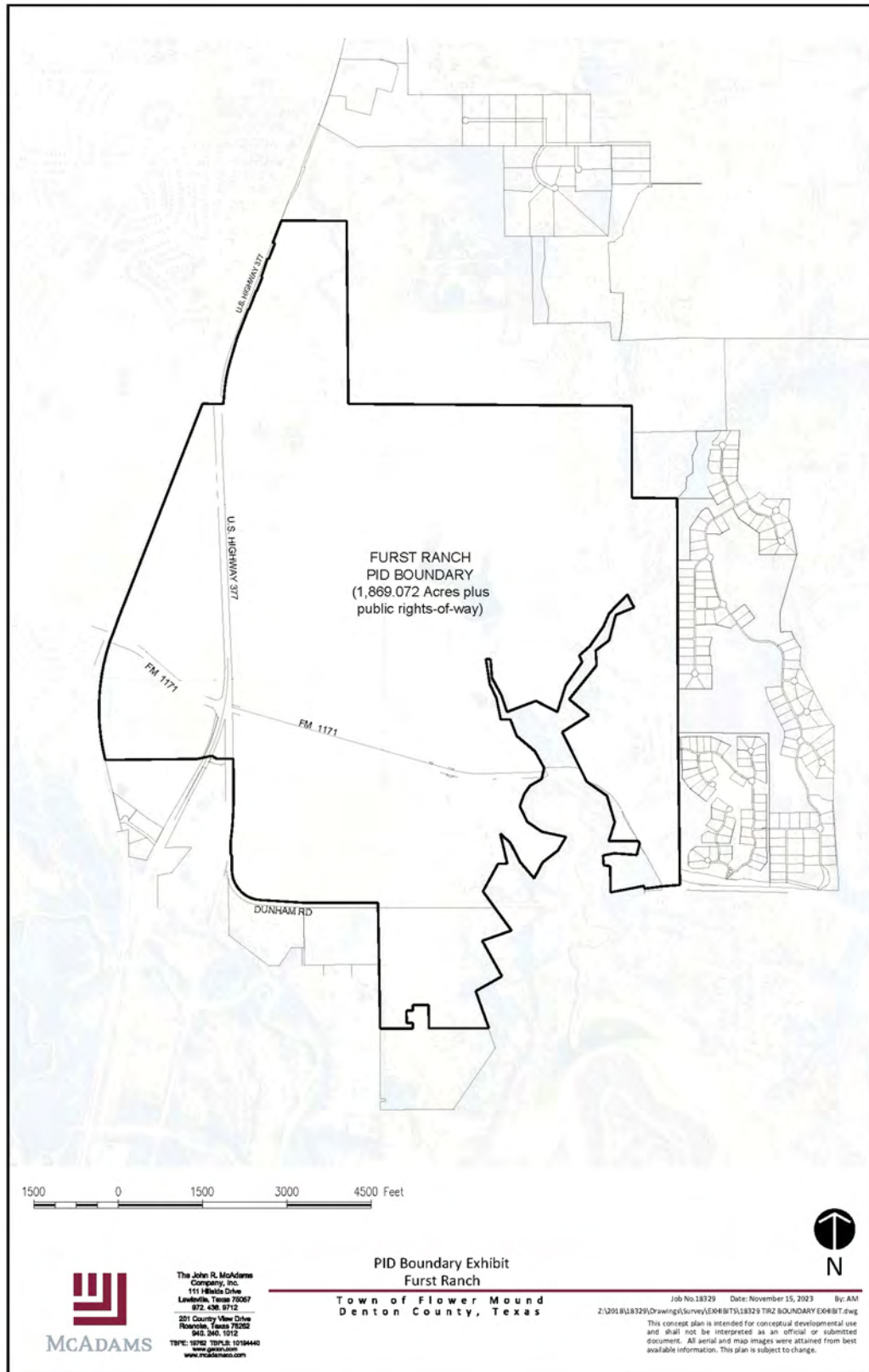


Exhibit C

EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for 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.)

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.

EXHIBIT A - Application for 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.

EXHIBIT A - Application for PID

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.]

1470.017/904356.2

EXHIBIT A - Application for PID

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: _____

1470.017904356.2

EXHIBIT A - Application for PID

[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: _____

1470.017904356.2

EXHIBIT A - Application for PID

EXHIBIT A

Metes and Bounds Description of the Property

1470.017904356.2

EXHIBIT A - Application for PID

EXHIBIT B Depiction of the Property

1470.017904356.2

EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

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.

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EXHIBIT A - Application for PID

FURST RANCH COST DETAIL - CIP IMPROVEMENTS (1,776.816 Acres)

<i>Total Street Length (LF)</i>		<i>37,755</i>
<i>Length (LF)</i>		
Streets and Storm Sewer		
CIP MU Arterial	10,630	\$20,633,708
Zoning Street Sec. 1 - 100' ROW		
CIP MU Arterial	2,790	\$9,719,035
Zoning Street Sec. 1 - 110' ROW		
CIP MU Collector	4,655	\$8,540,249
Zoning Street Sec. 2 - 61' ROW		
CIP MU Couplet	1,150	\$2,234,502
Zoning Street Sec. 3 - 41' ROW		
CIP MU Rural Collector	7,110	\$10,483,944
Zoning Street Sec. Rur. Collector		
CIP MU DAM Road	1,010	\$1,601,840
Zoning Street Sec. DAM Road		
CIP MU Greenway Rural Arterial	6,645	\$16,855,529
Zoning Street Sec. Grnwy - 120' ROW		
CIP MU Greenway Rural Arterial		
Outside Town Limits	3,765	\$10,634,600
Zoning St. Sec. Grnwy - 120' ROW		
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

EXHIBIT A - Application for PID

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 Force 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
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EXHIBIT A - Application for PID

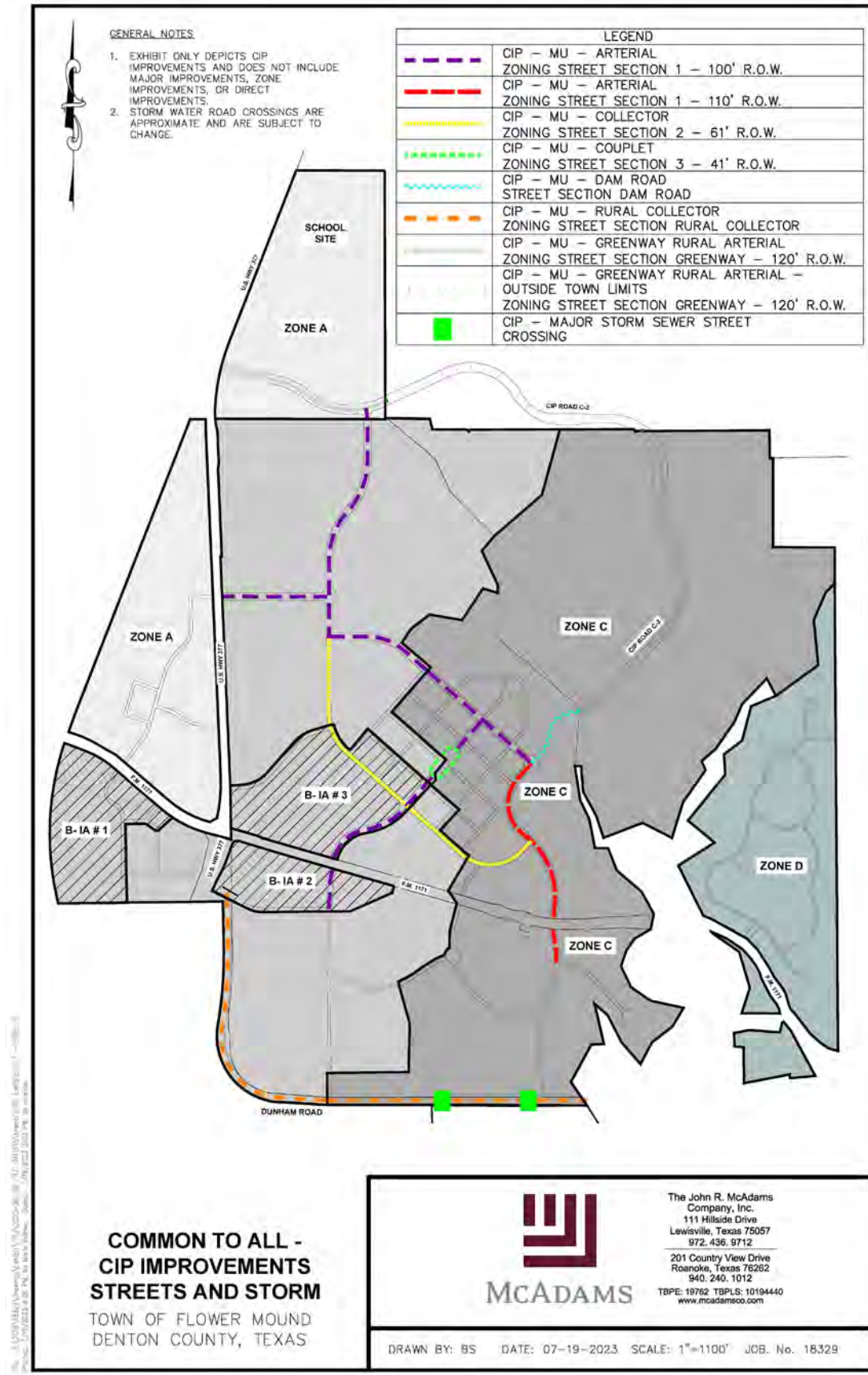


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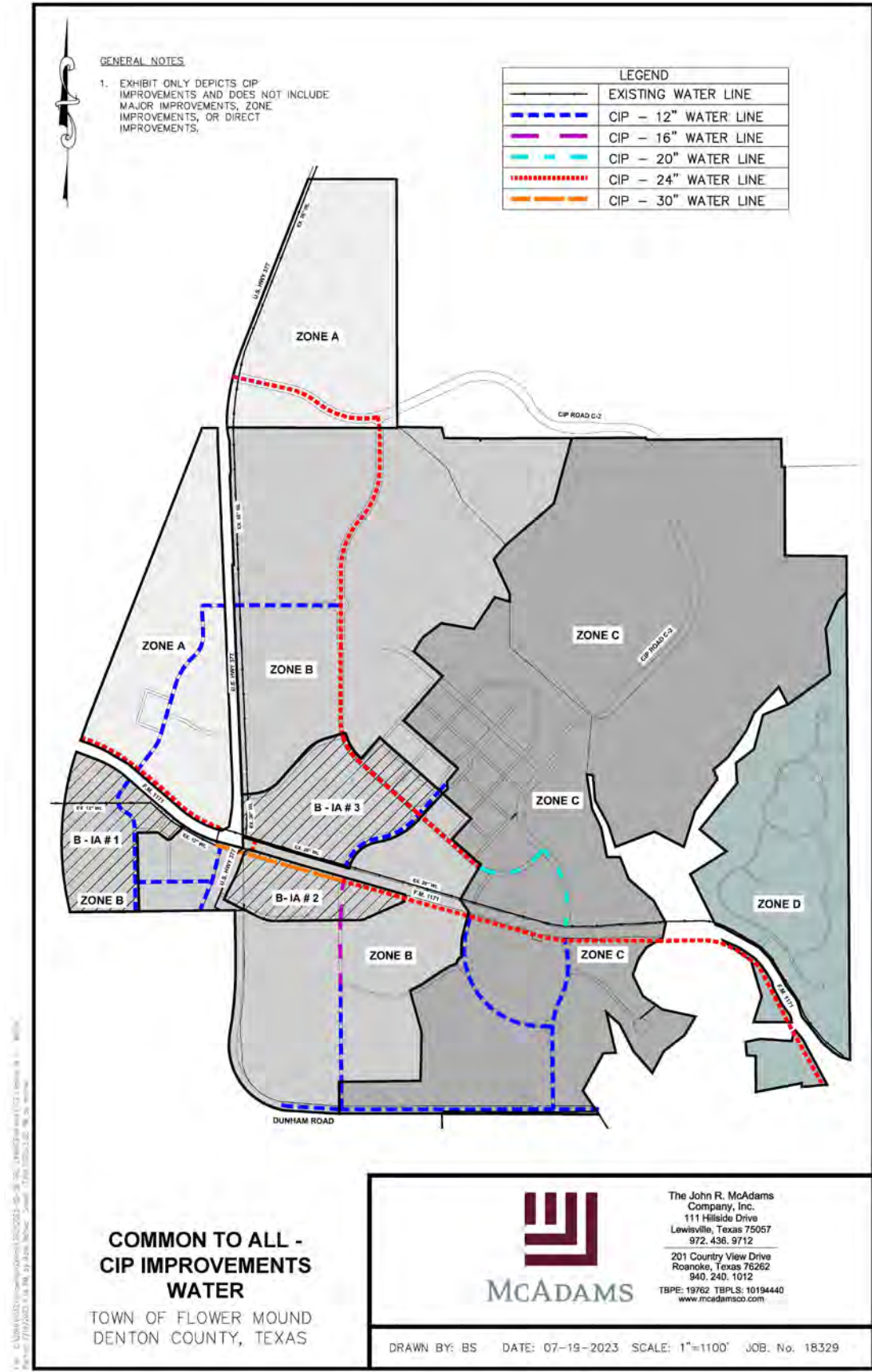


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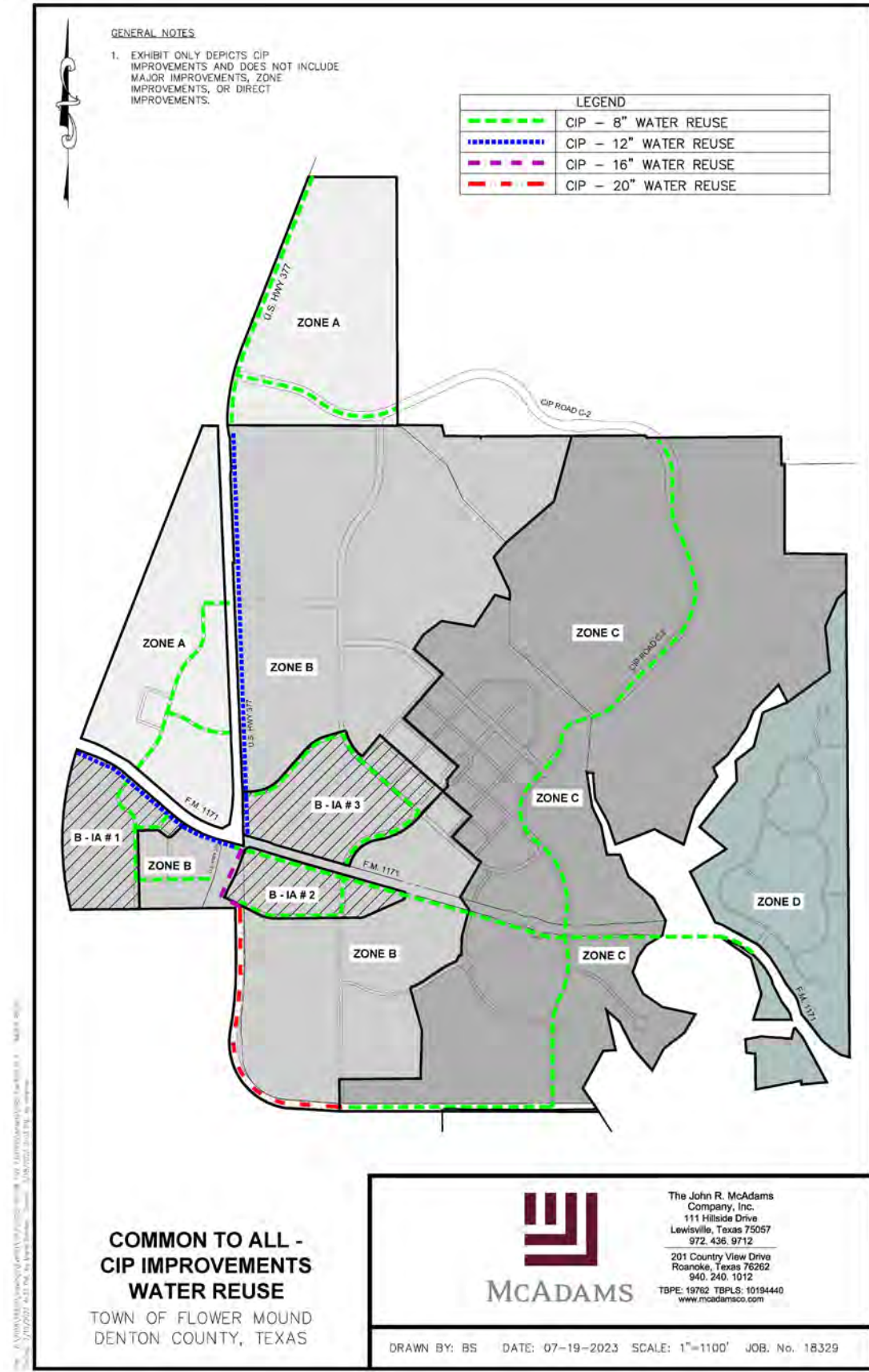


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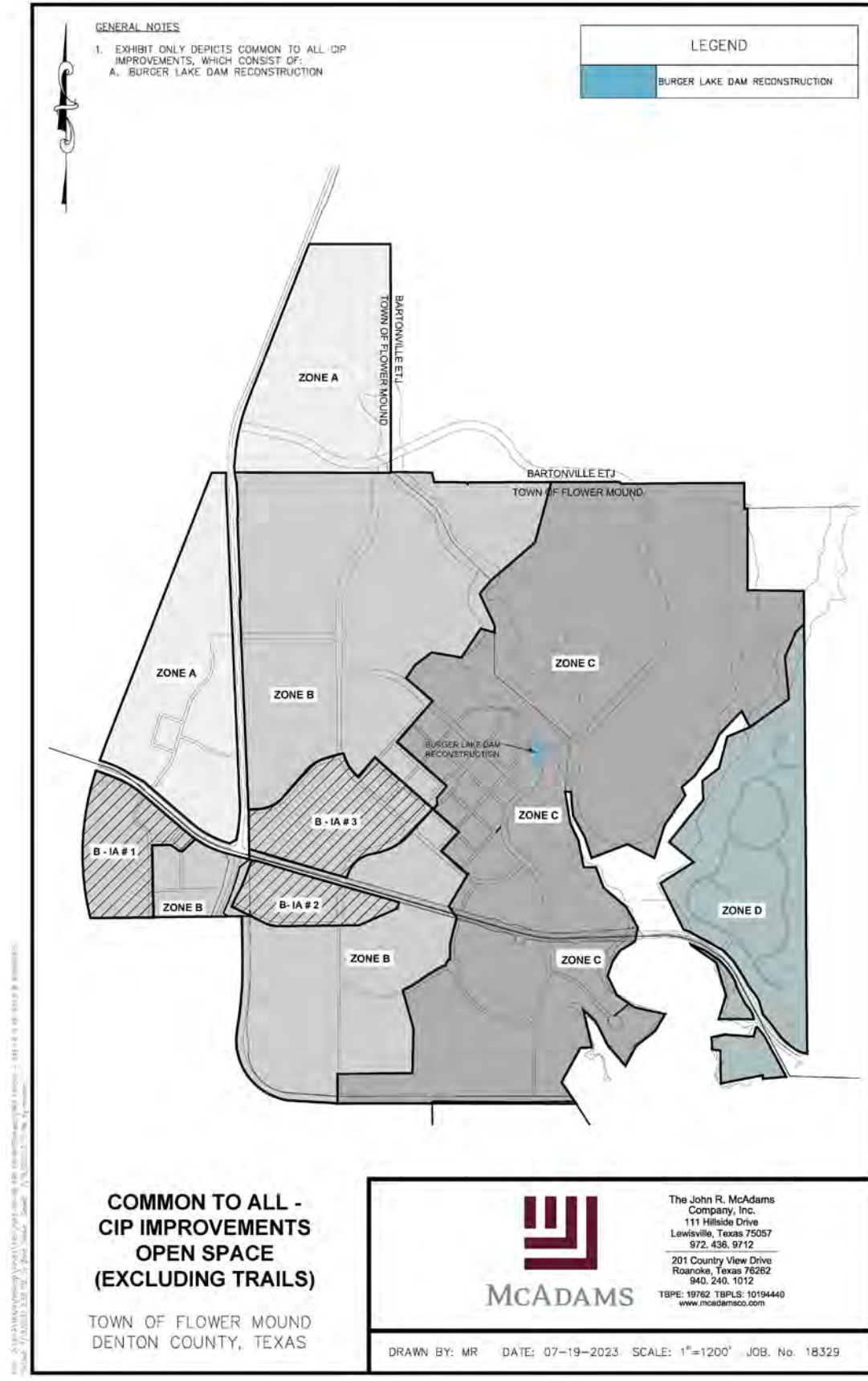


EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

FURST RANCH COST DETAIL - MAJOR IMPROVEMENTS (1,776.816 Acres)		
Contingency		
15% Contingency		\$4,879,071
Sub-Total Contingency		<u>\$4,879,071</u>
TOTAL		<u><u>\$45,302,485</u></u>

EXHIBIT A - Application for PID

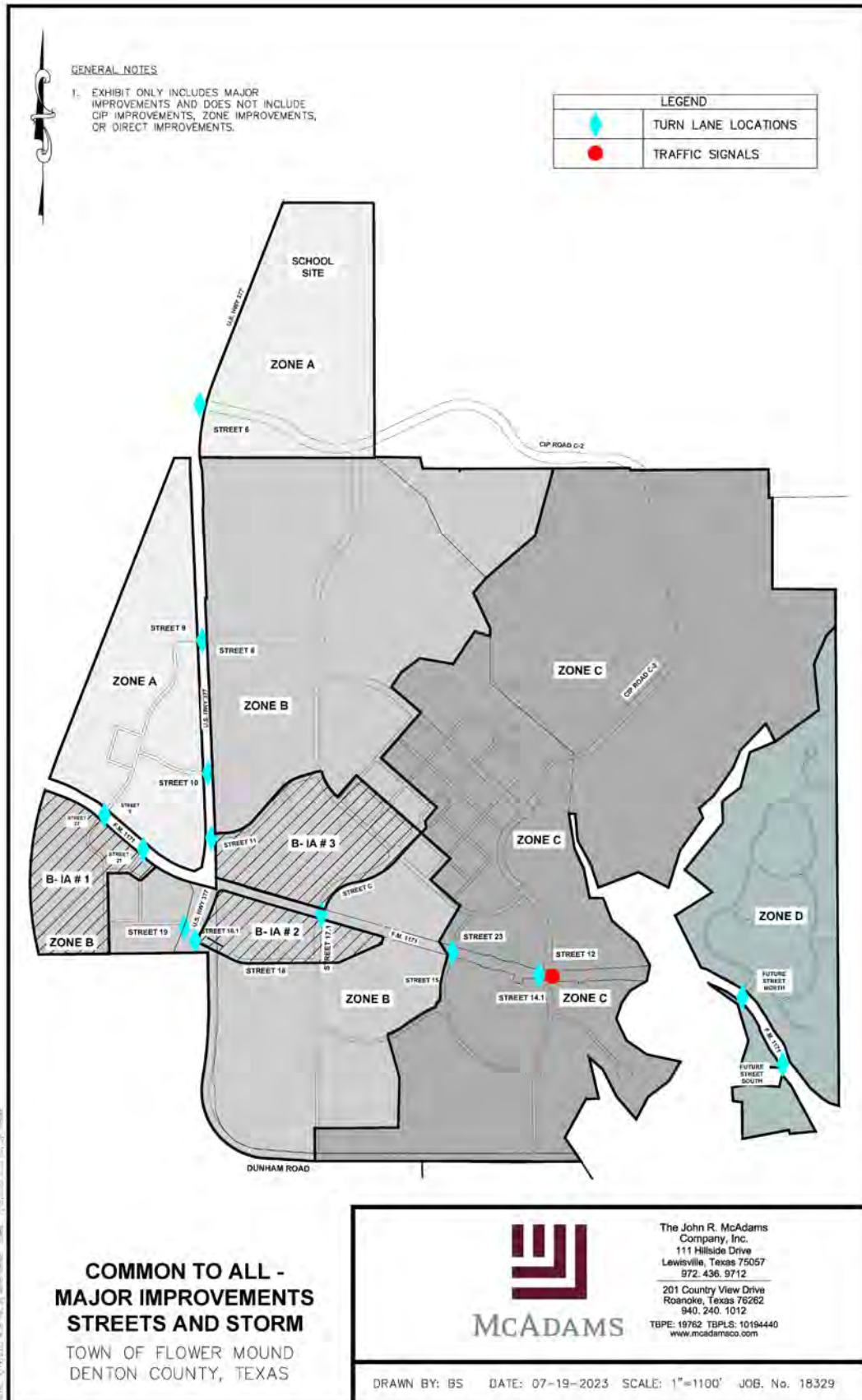


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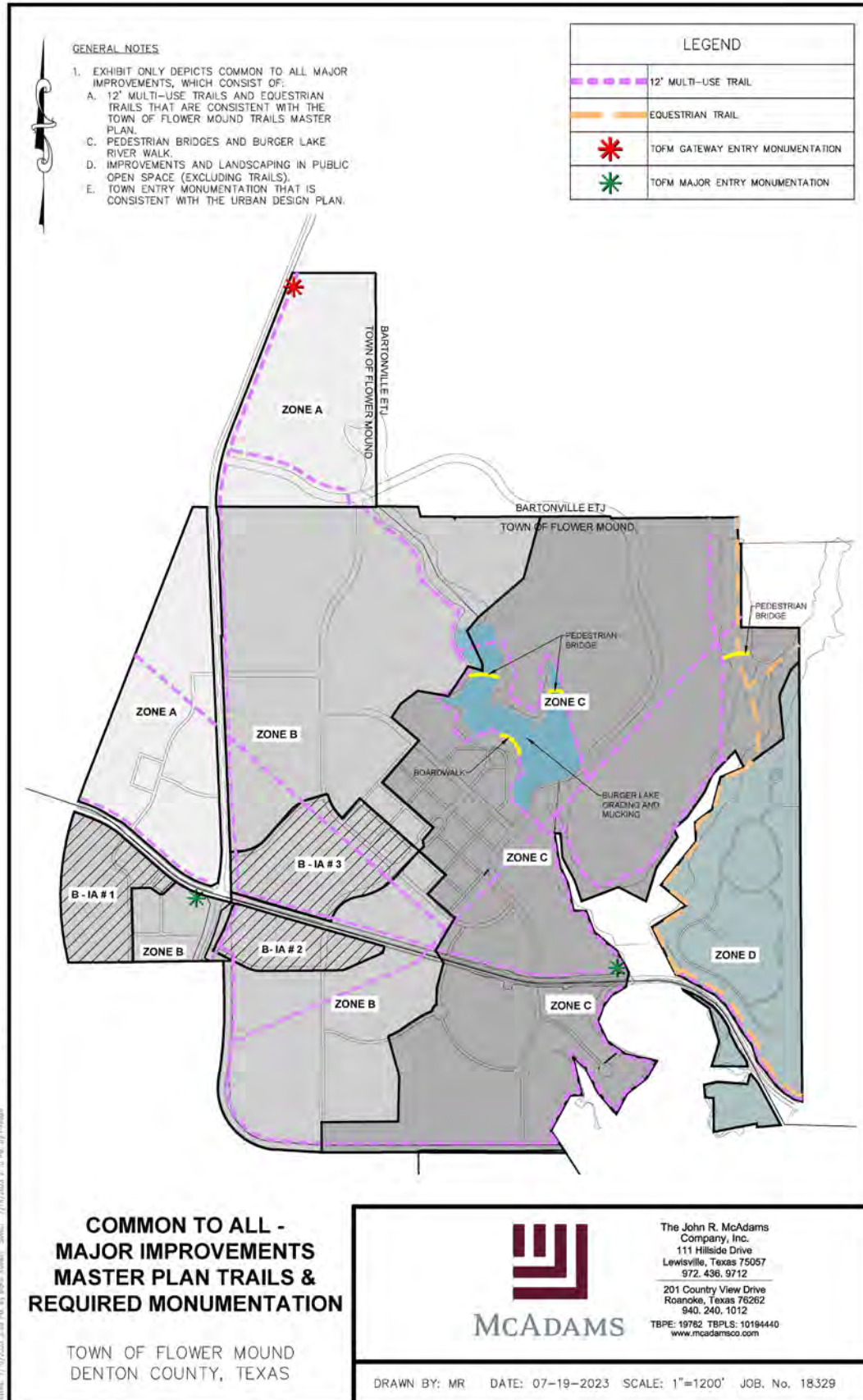


EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID

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	
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EXHIBIT A - Application for PID

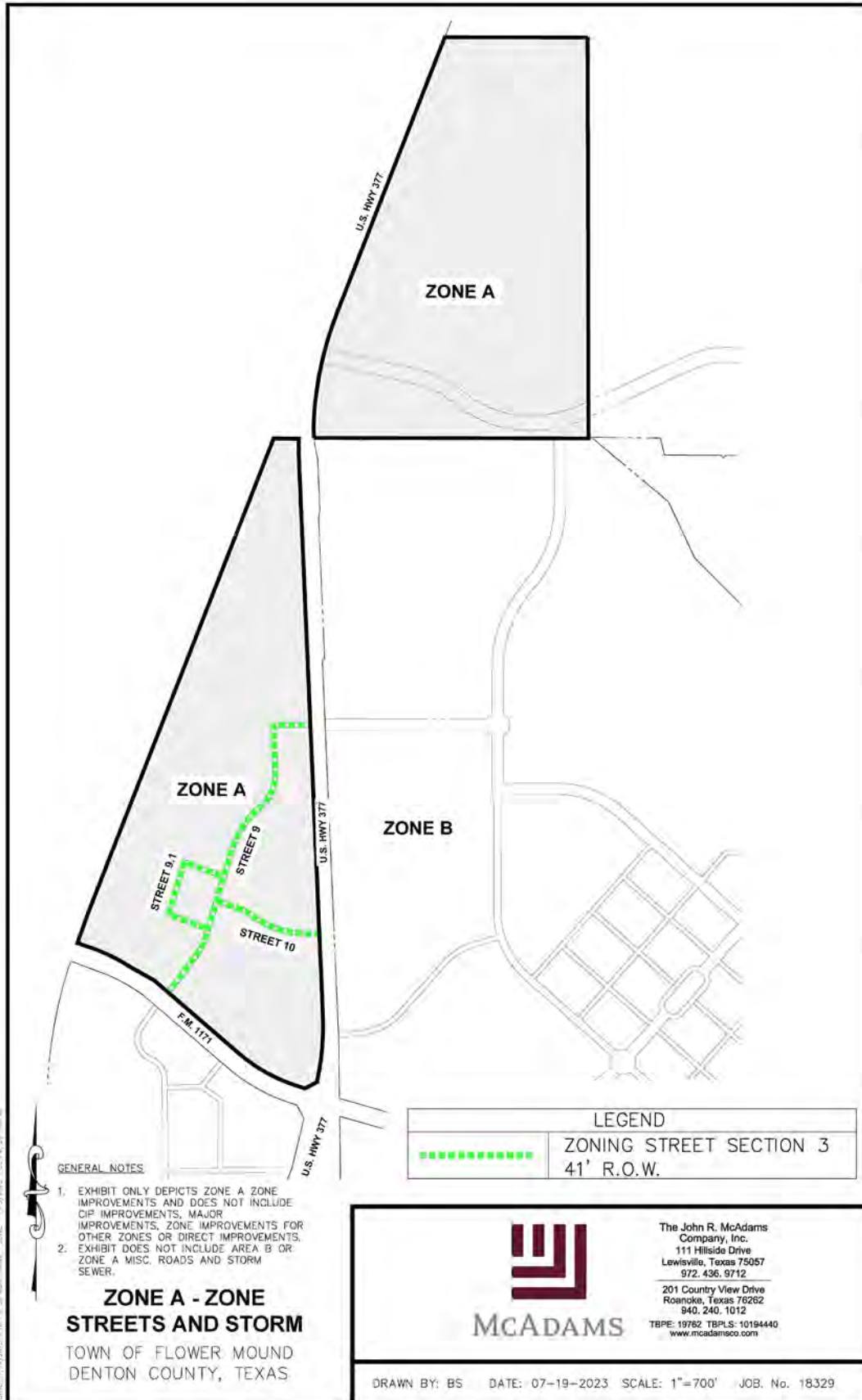


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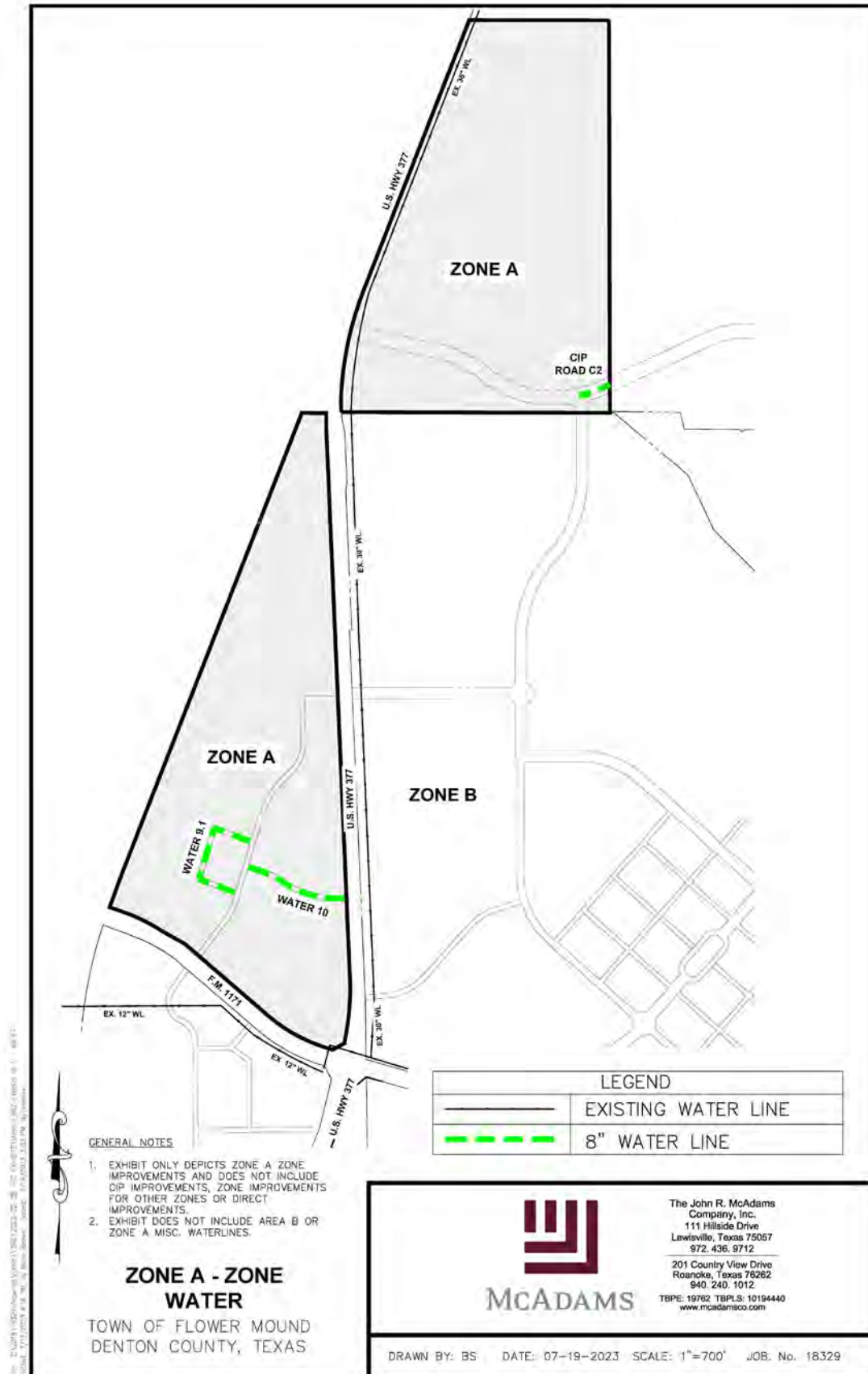


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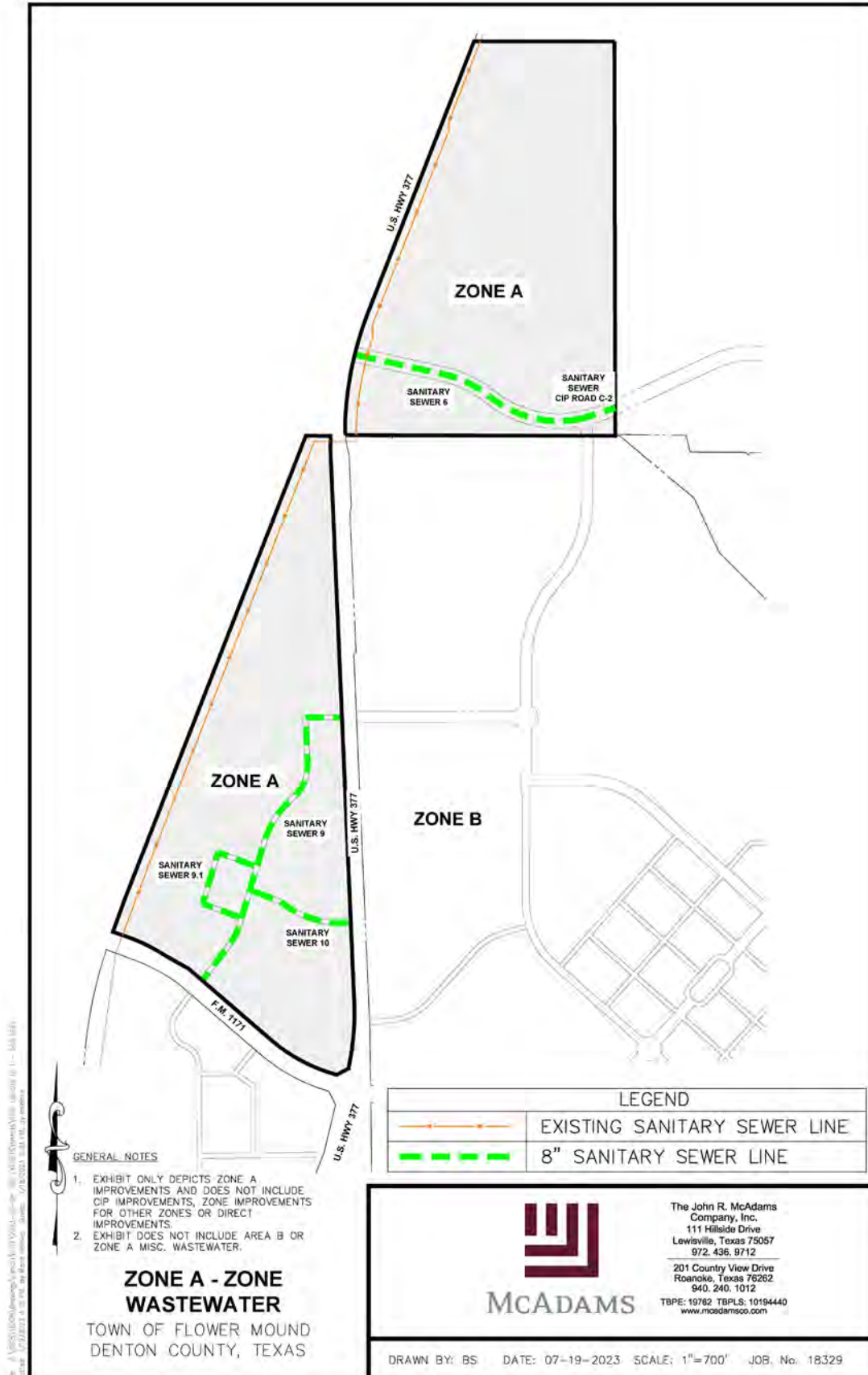


EXHIBIT A - Application for PID



EXHIBIT A - Application for PID

FURST RANCH COST DETAIL - ZONE B ZONE IMPROVEMENTS (655.687 Acres)

		<i>Total Street Length (LF)</i>	<i>15,480</i>	
		<i>Length (LF)</i>		<i>ZONE</i>
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.

EXHIBIT A - Application for PID

FURST RANCH COST DETAIL - ZONE B ZONE IMPROVEMENTS (655.687 Acres)

Utilities-Water			ZONE
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		<u>\$2,600,400</u>	
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		<u>\$5,415,053</u>	

EXHIBIT A - Application for PID

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		<u>\$1,057,607</u>	
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		<u>\$11,070,938</u>	
 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		<u>\$3,918,495</u>	
Public Parkway Improvements (excluding trails)			
Buffers	10.20	\$1,820,700	B
Streetscape - Street Type A	2,860	\$2,216,500	B
Streetscape - Street Type B	15,905	\$8,032,025	B
Sub-Total Public Parkway Improvements		<u>\$12,069,225</u>	

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.

EXHIBIT A - Application for PID

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	

EXHIBIT A - Application for PID



EXHIBIT A - Application for PID

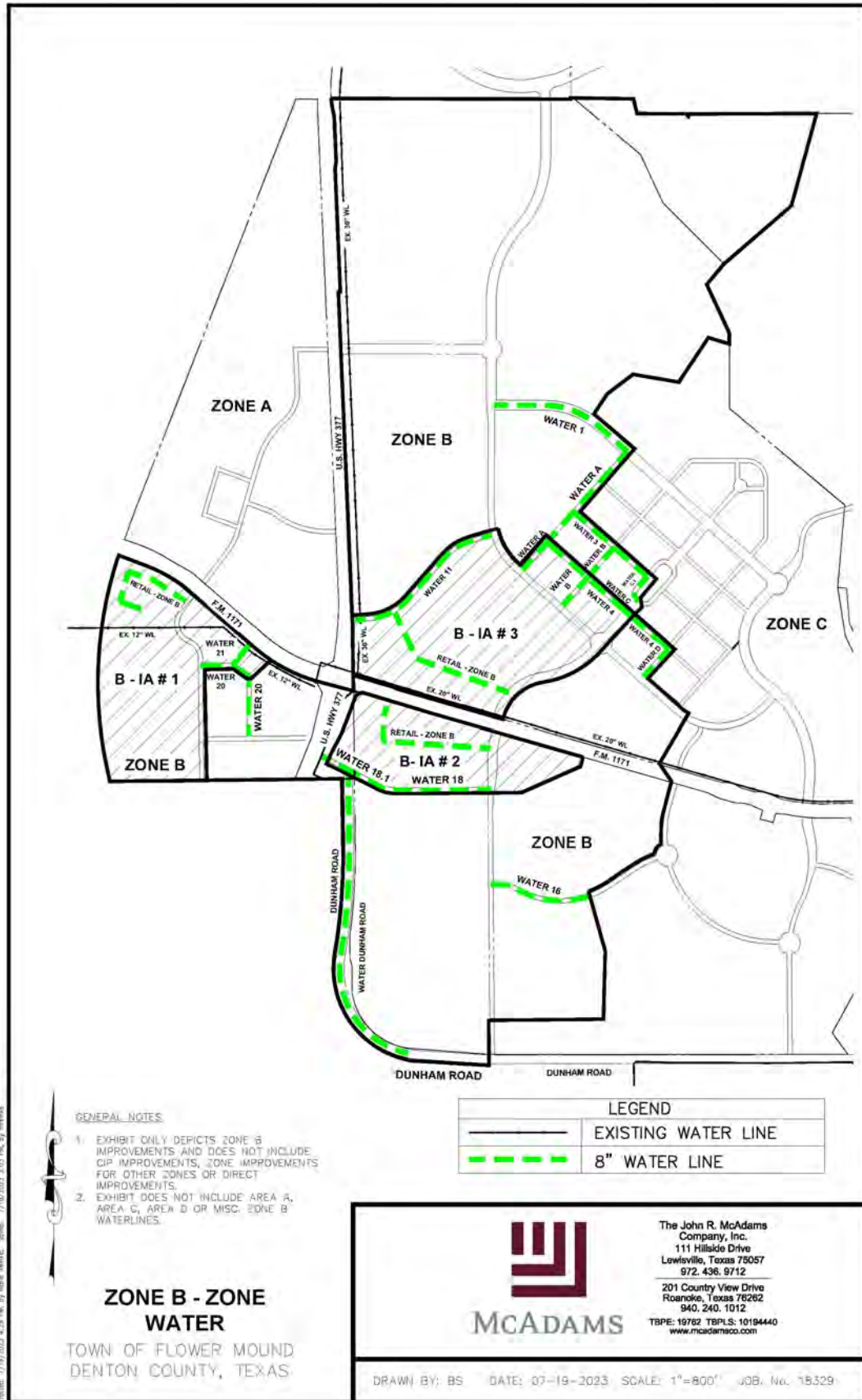


EXHIBIT A - Application for PID

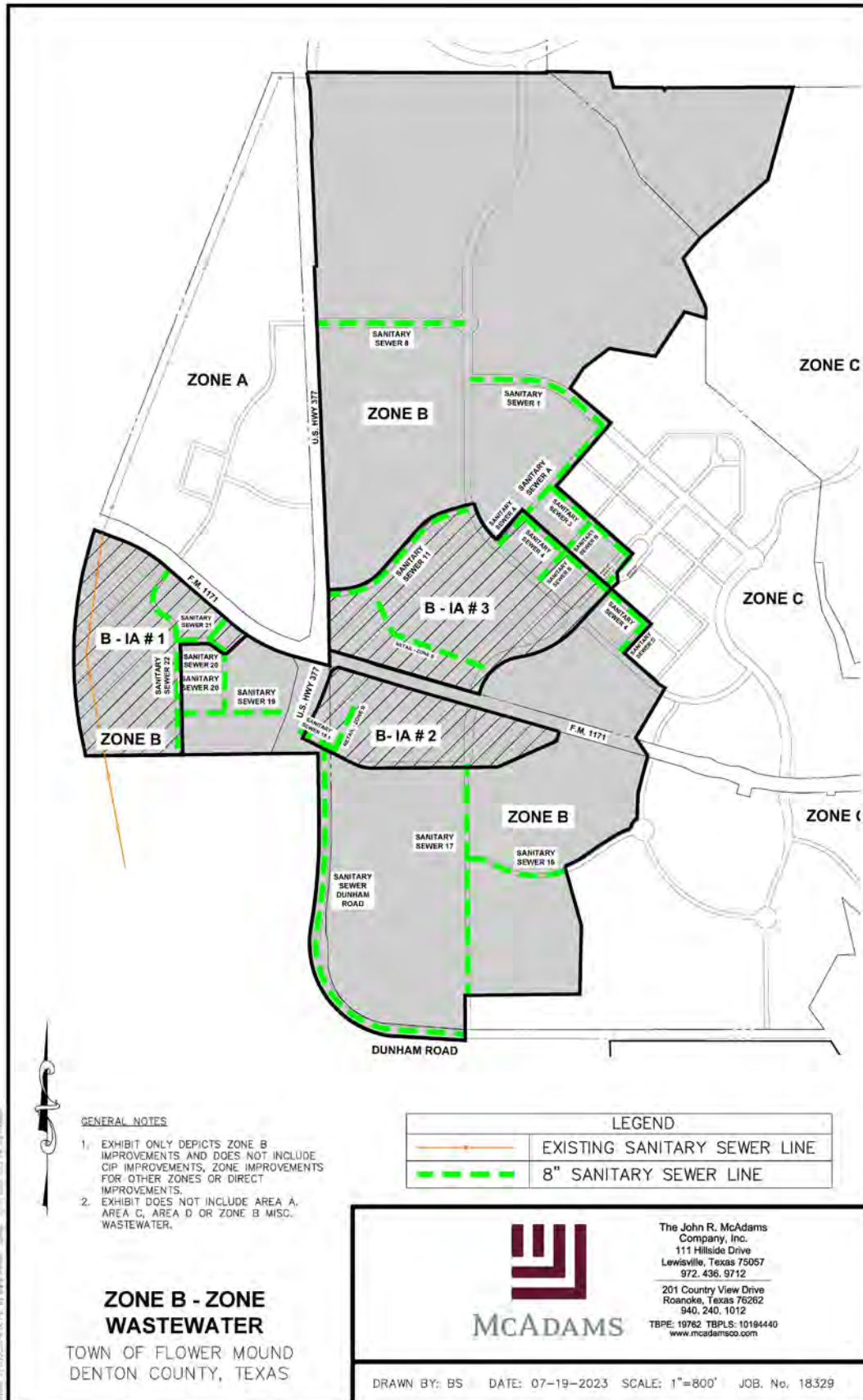


EXHIBIT A - Application for PID



EXHIBIT A - Application for PID

FURST RANCH COST DETAIL - ZONE C ZONE IMPROVEMENTS (689.582 Acres)

<i>Total Street Length (LF)</i>		<i>15,600</i>	
	<i>Length (LF)</i>		<i>ZONE</i>
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.

EXHIBIT A - Application for PID

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		<u>\$3,467,145</u>	
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		<u>\$3,804,164</u>	

EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID

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		<u>\$44,070,550</u>
Contingency		
15% Contingency	\$19,770,785	C
Sub-Total Contingency		<u>\$19,770,785</u>
TOTAL		<u><u>\$195,646,567</u></u>

EXHIBIT A - Application for PID

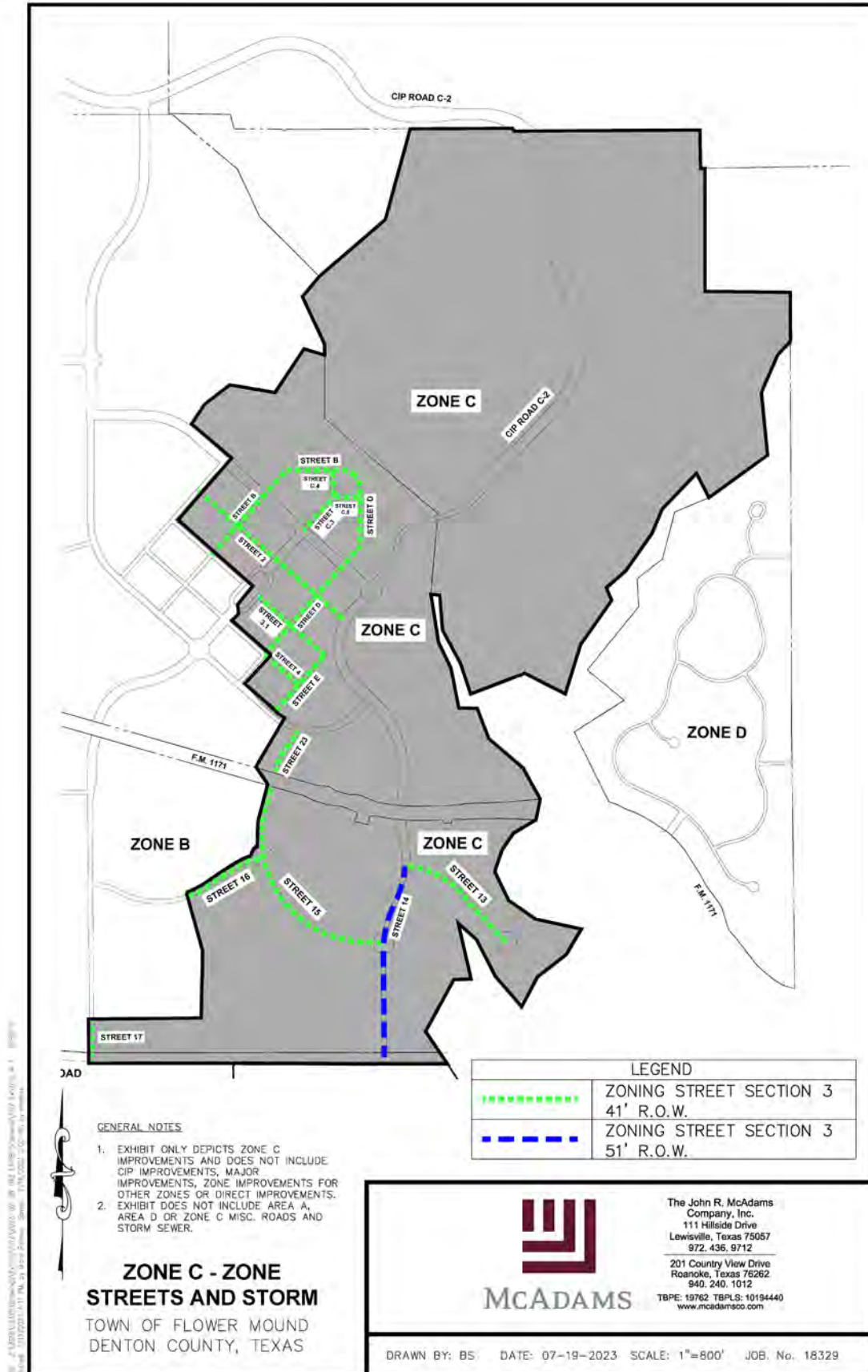


EXHIBIT A - Application for PID

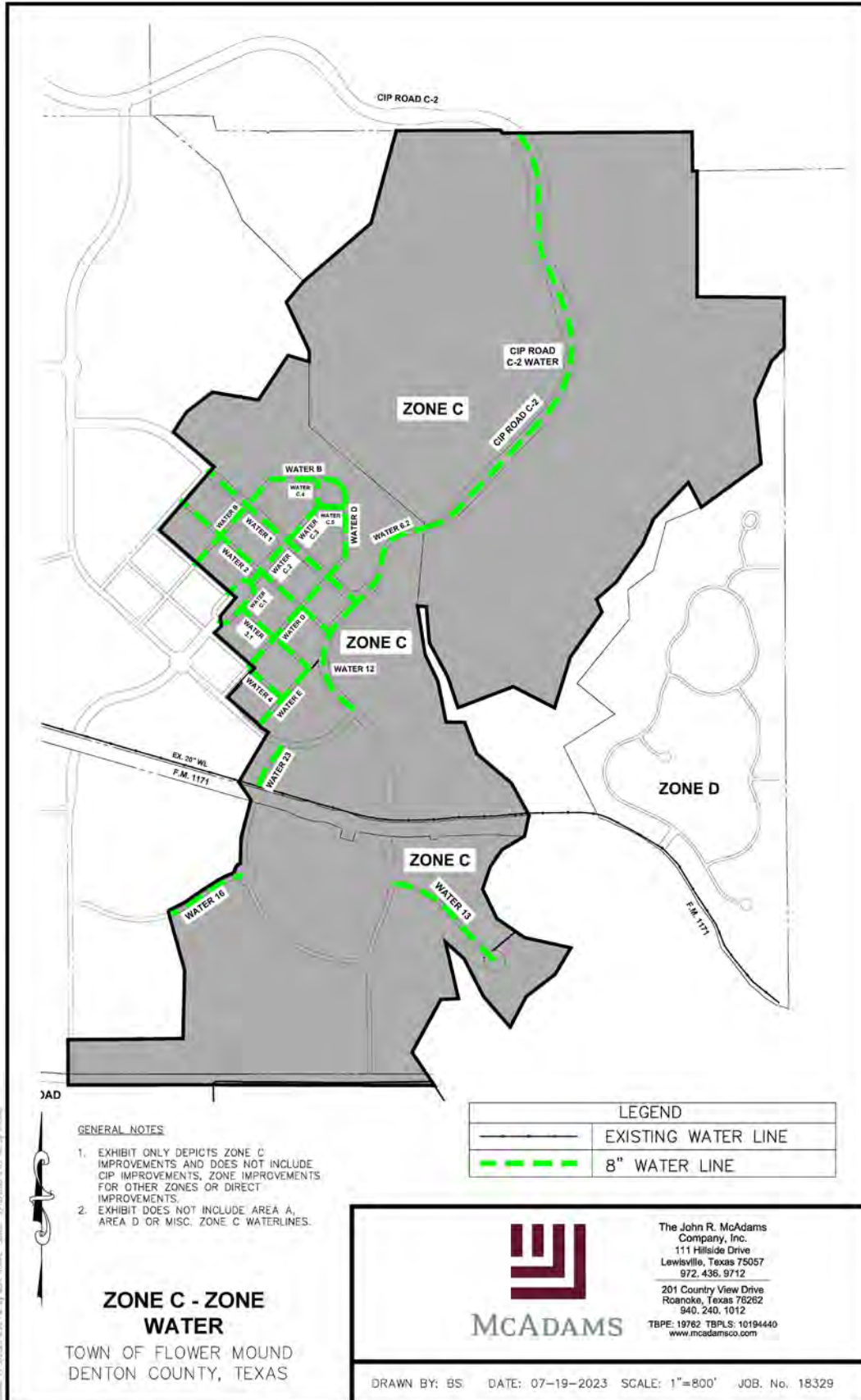


EXHIBIT A - Application for PID

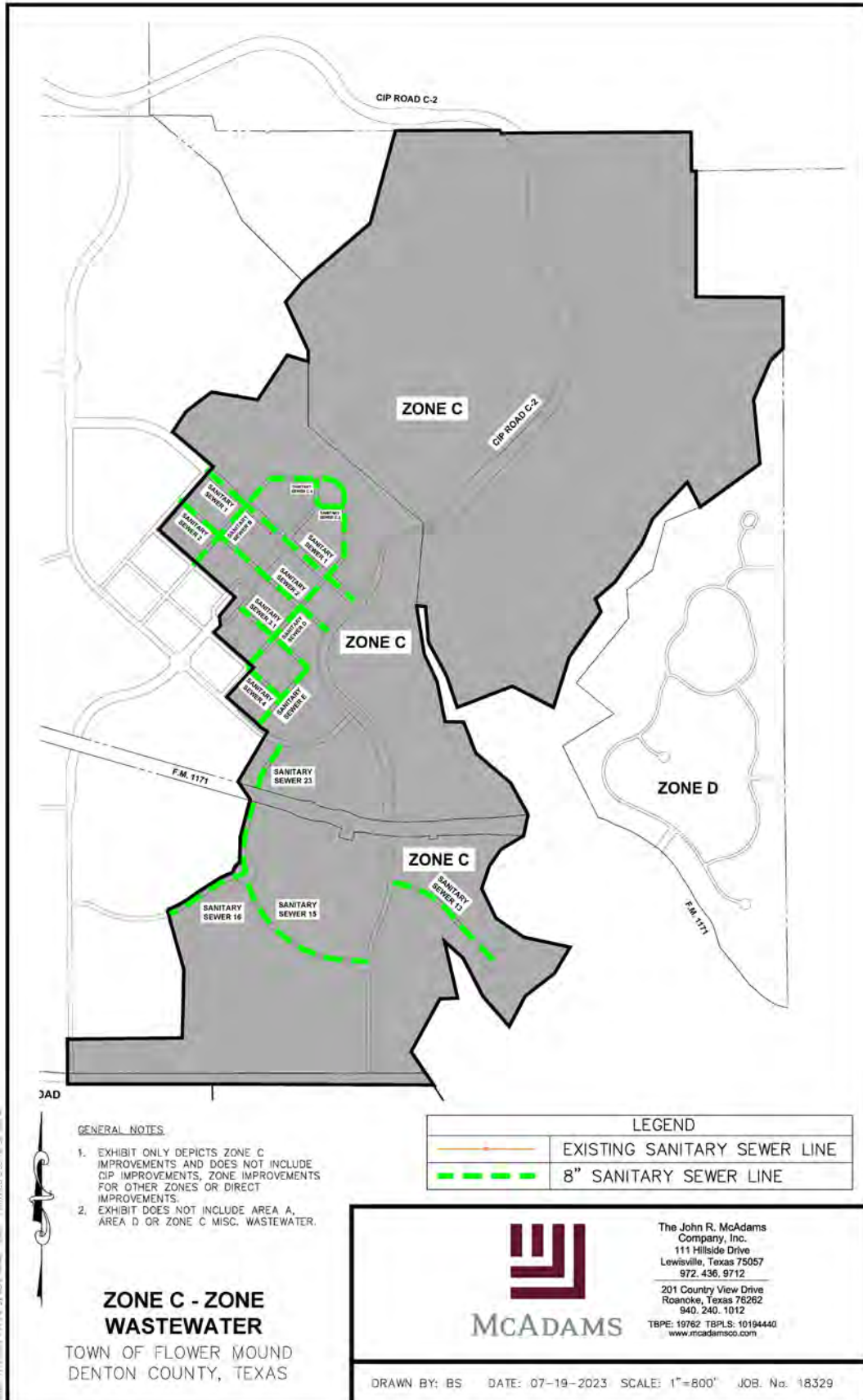


EXHIBIT A - Application for PID

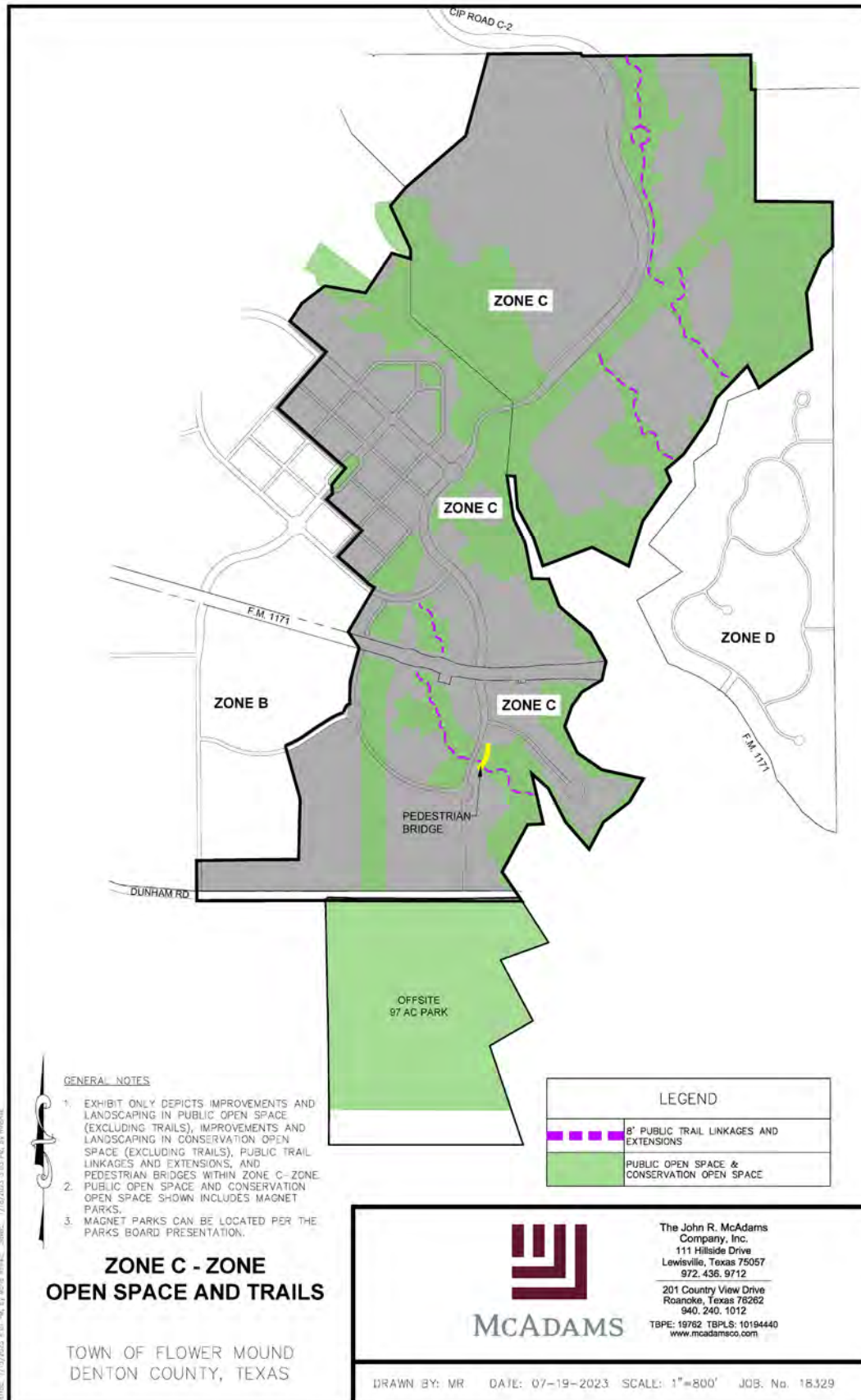


EXHIBIT A - Application for PID

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.

EXHIBIT A - Application for PID

FURST RANCH COST DETAIL - ZONE D ZONE IMPROVEMENTS (165.950 Acres)

Soft Costs		ZONE
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	

EXHIBIT A - Application for PID

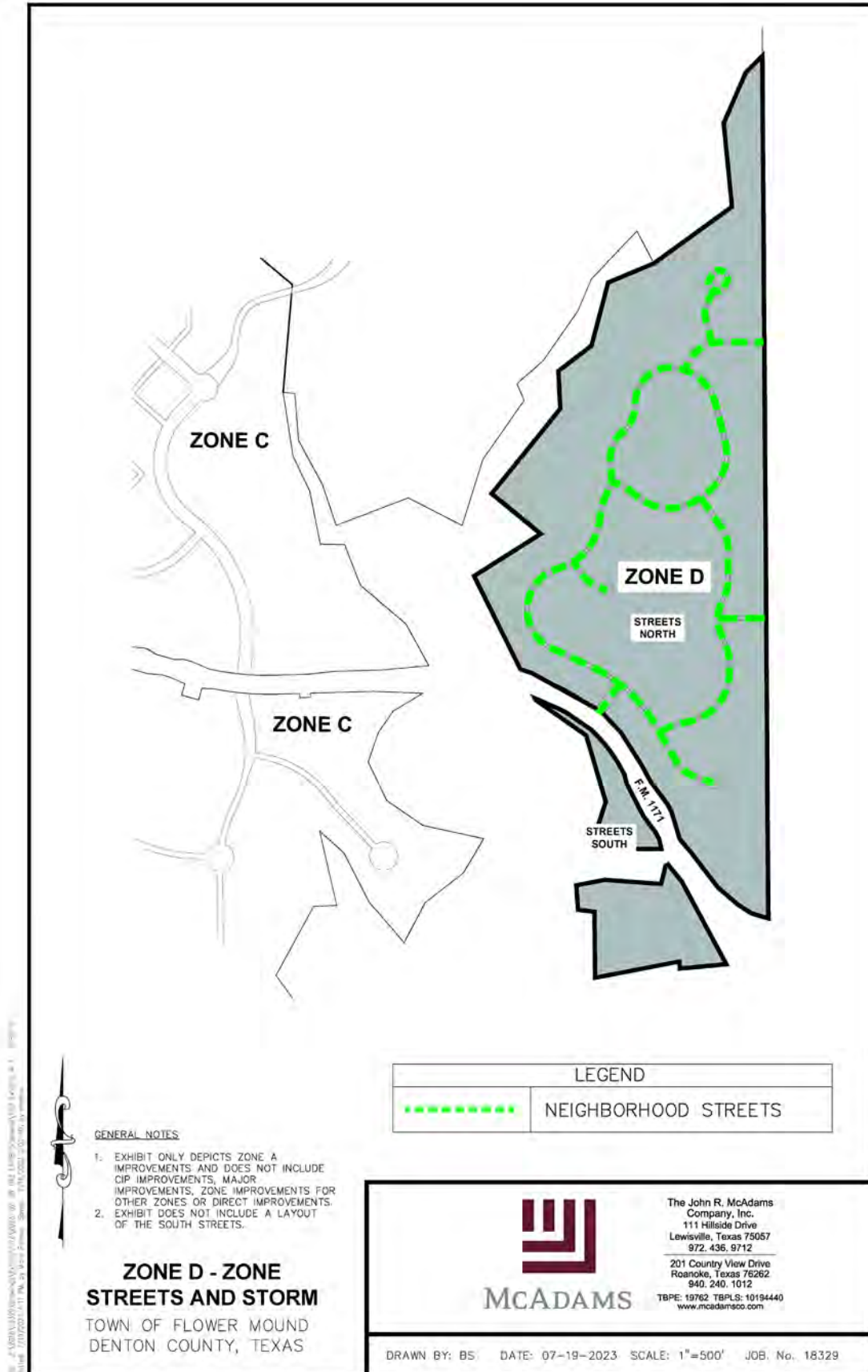


EXHIBIT A - Application for PID

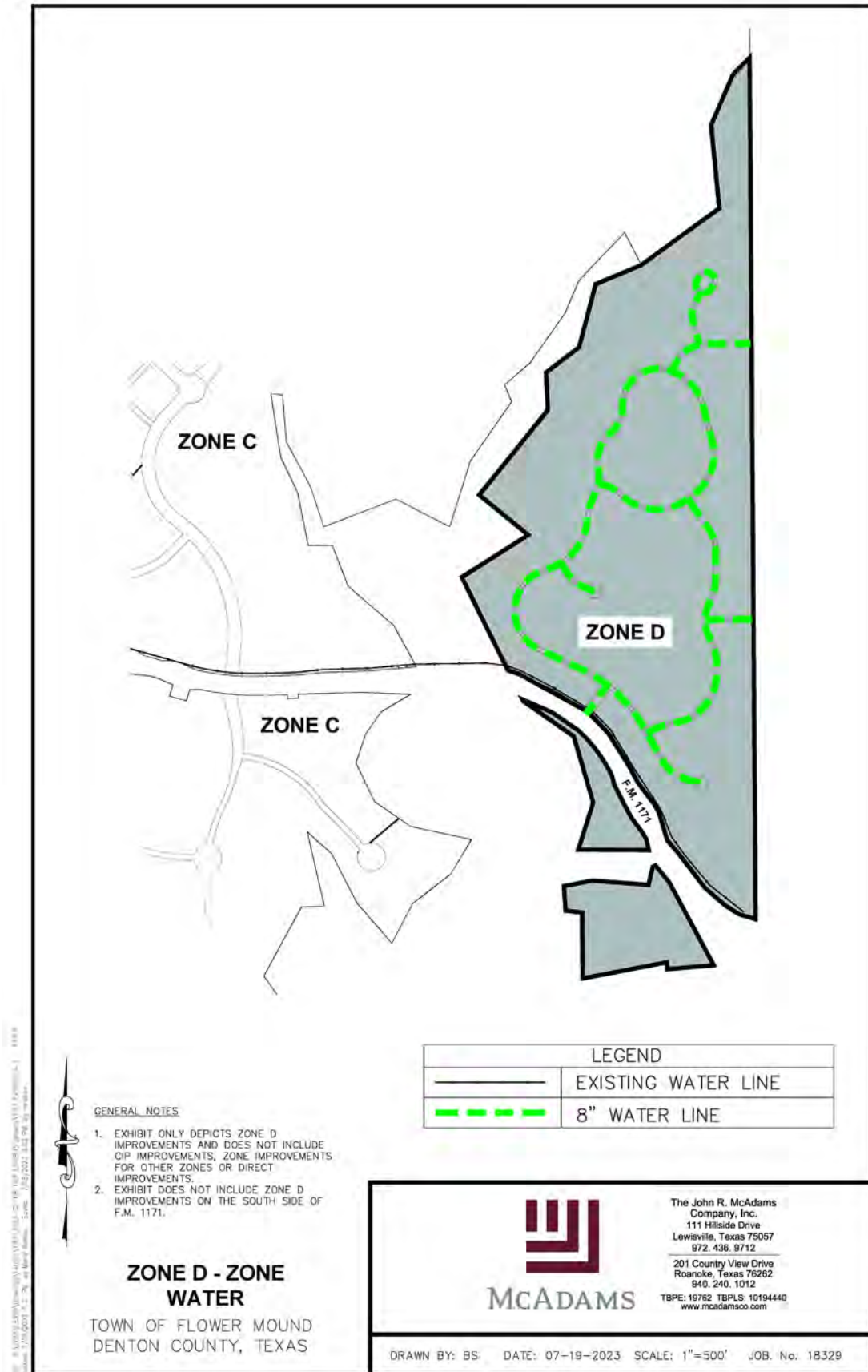


EXHIBIT A - Application for PID

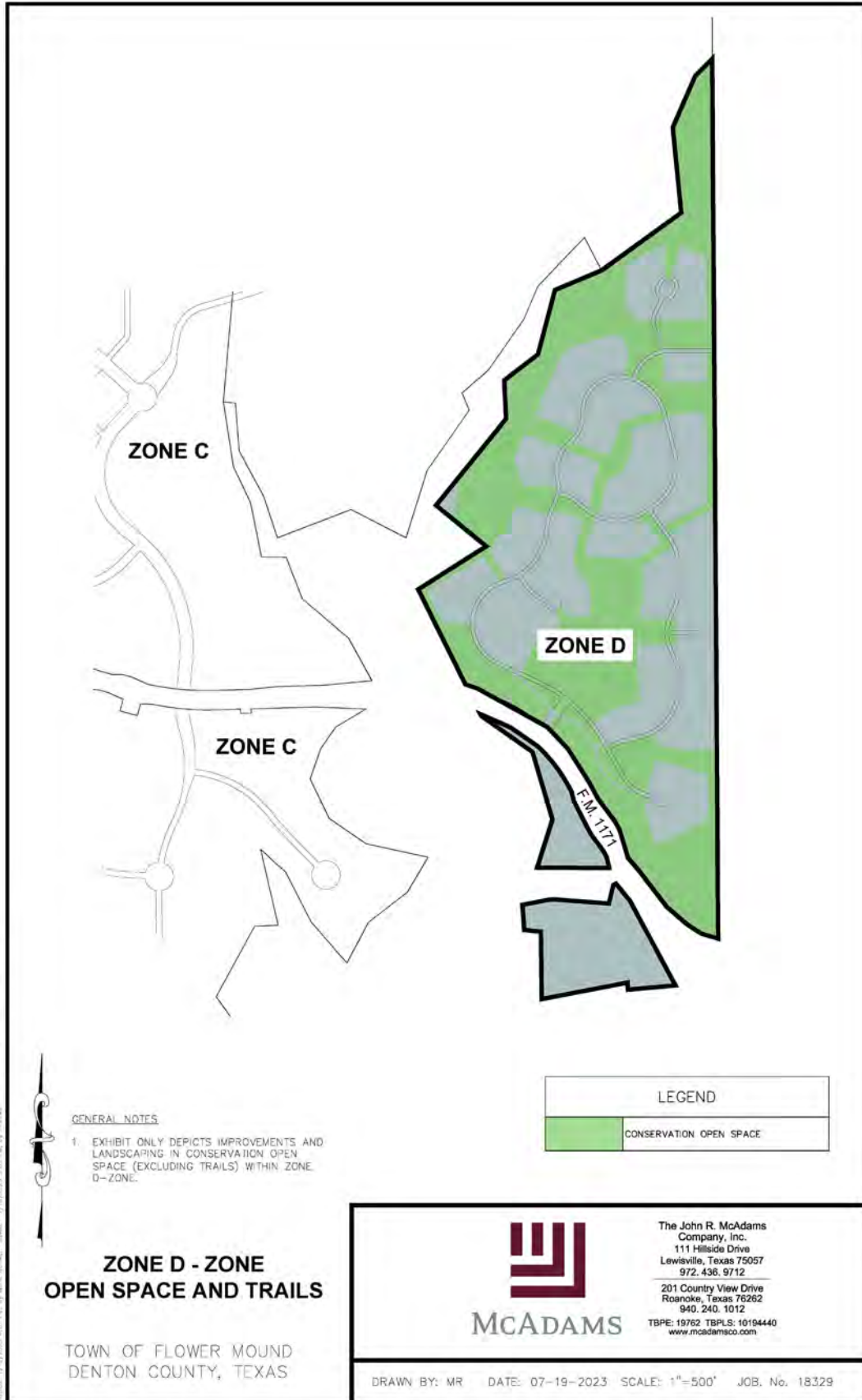


EXHIBIT A - Application for PID

FURST RANCH COST DETAIL - ZONE A DIRECT IMPROVEMENTS (264.967 Acres)

	<i>Length (LF)</i>	<i>ZONE</i>
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	<u>\$67,197,892</u>	
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	<u>\$15,715,752</u>	
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	<u>\$10,872,727</u>	

EXHIBIT A - Application for PID

FURST RANCH COST DETAIL - ZONE A DIRECT IMPROVEMENTS (264.967 Acres)

Soft Costs		ZONE
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	

EXHIBIT A - Application for PID

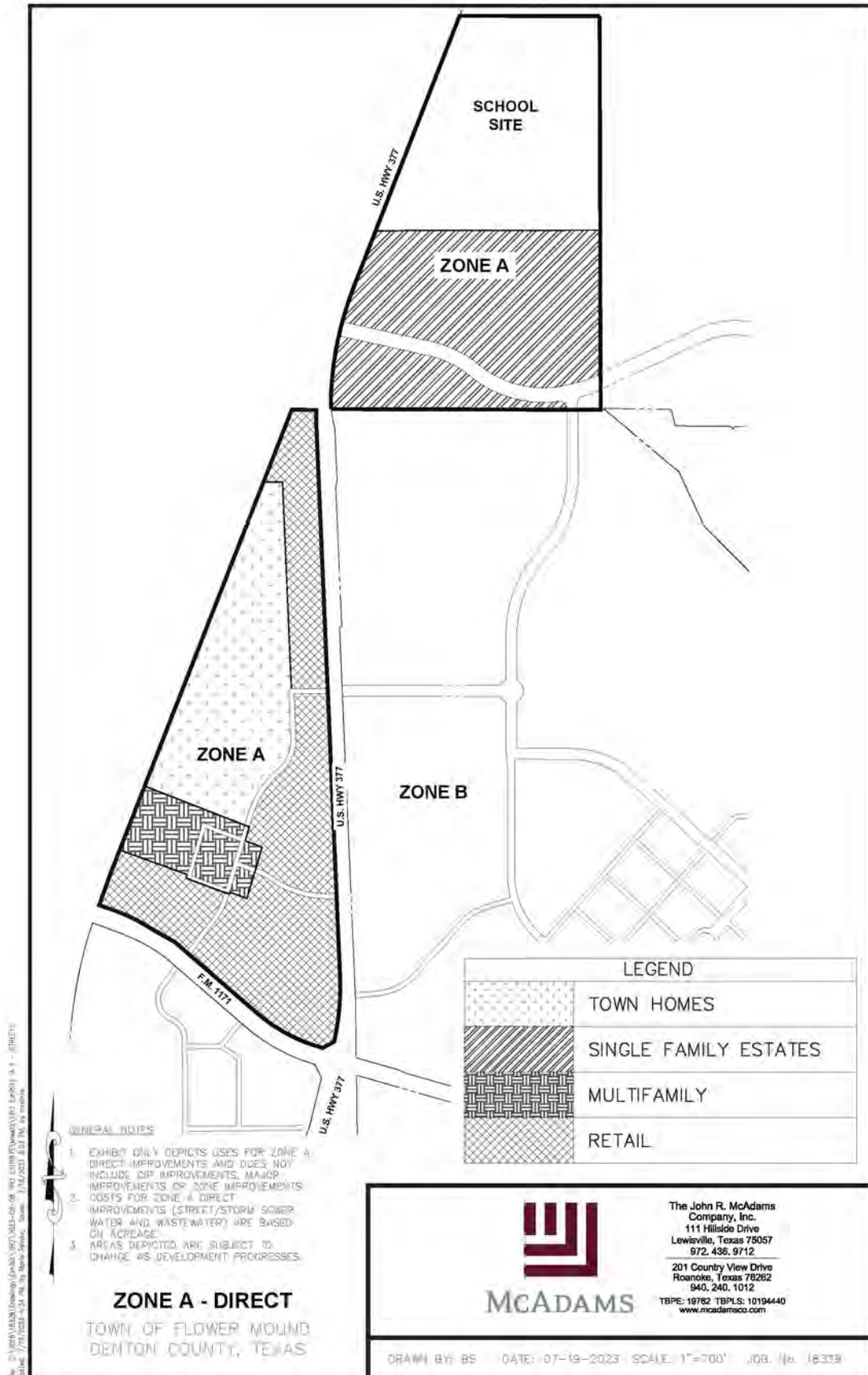


EXHIBIT A - Application for PID

FURST RANCH OVERALL COST DETAIL - ZONE B DIRECT IMPROVEMENTS (655.687 Acres)

	<i>Length (LF)</i>	<i>ZONE</i>
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	<u>\$96,648,369</u>	

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	B-IA#1
Multifamily - Zone B	N/A	B-IA#1
Retail - Zone B	1,150	B-IA#1
Retail - Zone B	1,450	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	<u>\$33,219,518</u>	

EXHIBIT A - Application for PID

FURST RANCH OVERALL COST DETAIL - ZONE B DIRECT IMPROVEMENTS (655.687 Acres)

Utilities-Wastewater			ZONE
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		<u>\$16,636,252</u>	
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		<u>\$89,384,880</u>	
Contingency			
15% Contingency		\$21,975,621	
Sub-Total Contingency		<u>\$21,975,621</u>	B
TOTAL		<u><u>\$257,864,641</u></u>	

EXHIBIT A - Application for PID

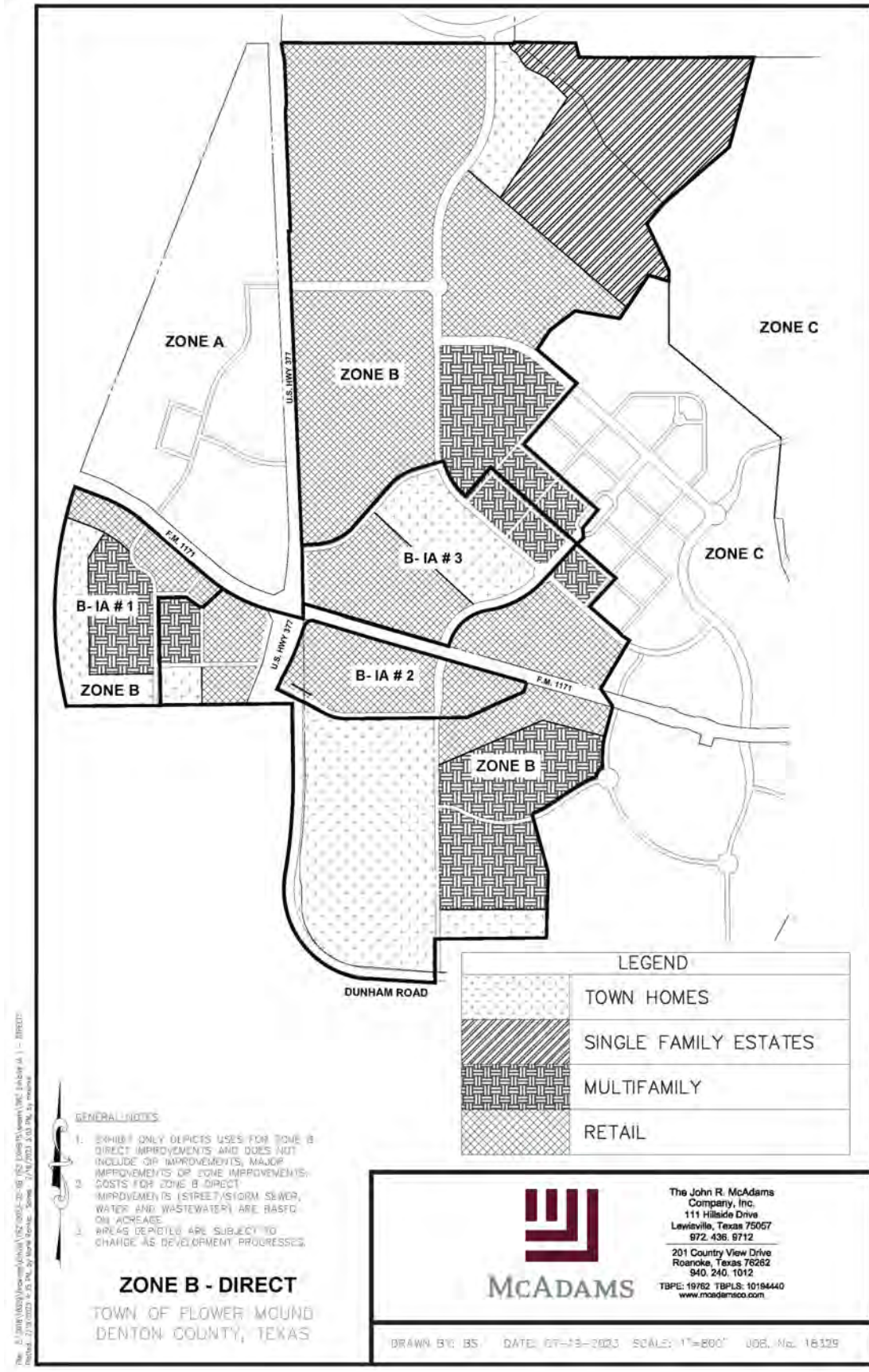


EXHIBIT A - Application for PID

FURST RANCH COST DETAIL - ZONE C DIRECT IMPROVEMENTS (689.582 Acres)

	<i>Length (LF)</i>	<i>ZONE</i>
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	<u>\$102,029,447</u>	
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	<u>\$37,297,427</u>	
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	<u>\$12,364,420</u>	

EXHIBIT A - Application for PID

FURST RANCH COST DETAIL - ZONE C DIRECT IMPROVEMENTS (689.582 Acres)

Soft Costs		ZONE
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	<u>\$128,628,007</u>	
Contingency		
15% Contingency	\$22,753,694	C
Sub-Total Contingency	<u>\$22,753,694</u>	
TOTAL	<u><u>\$303,072,996</u></u>	

EXHIBIT A - Application for PID

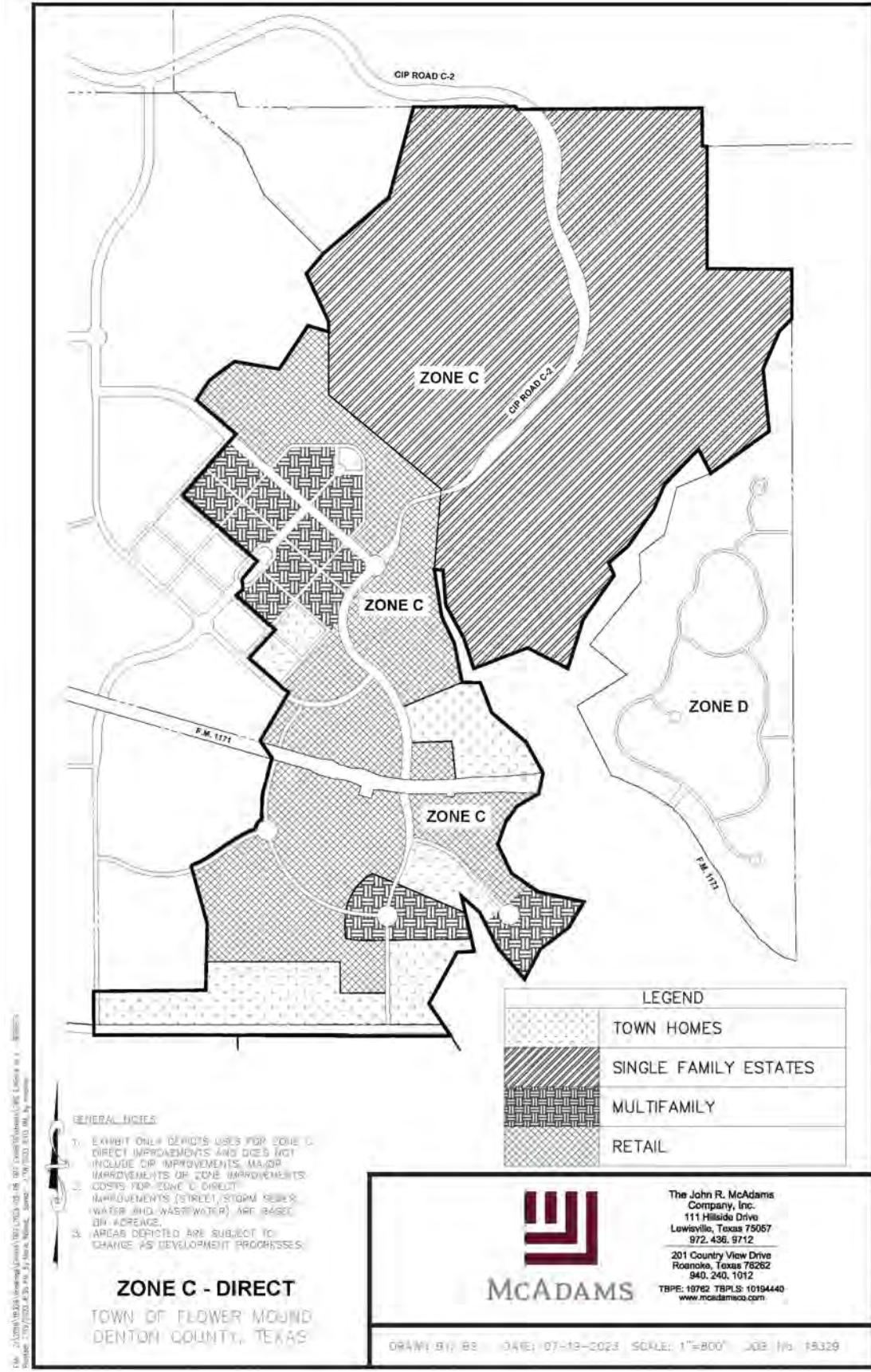


EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

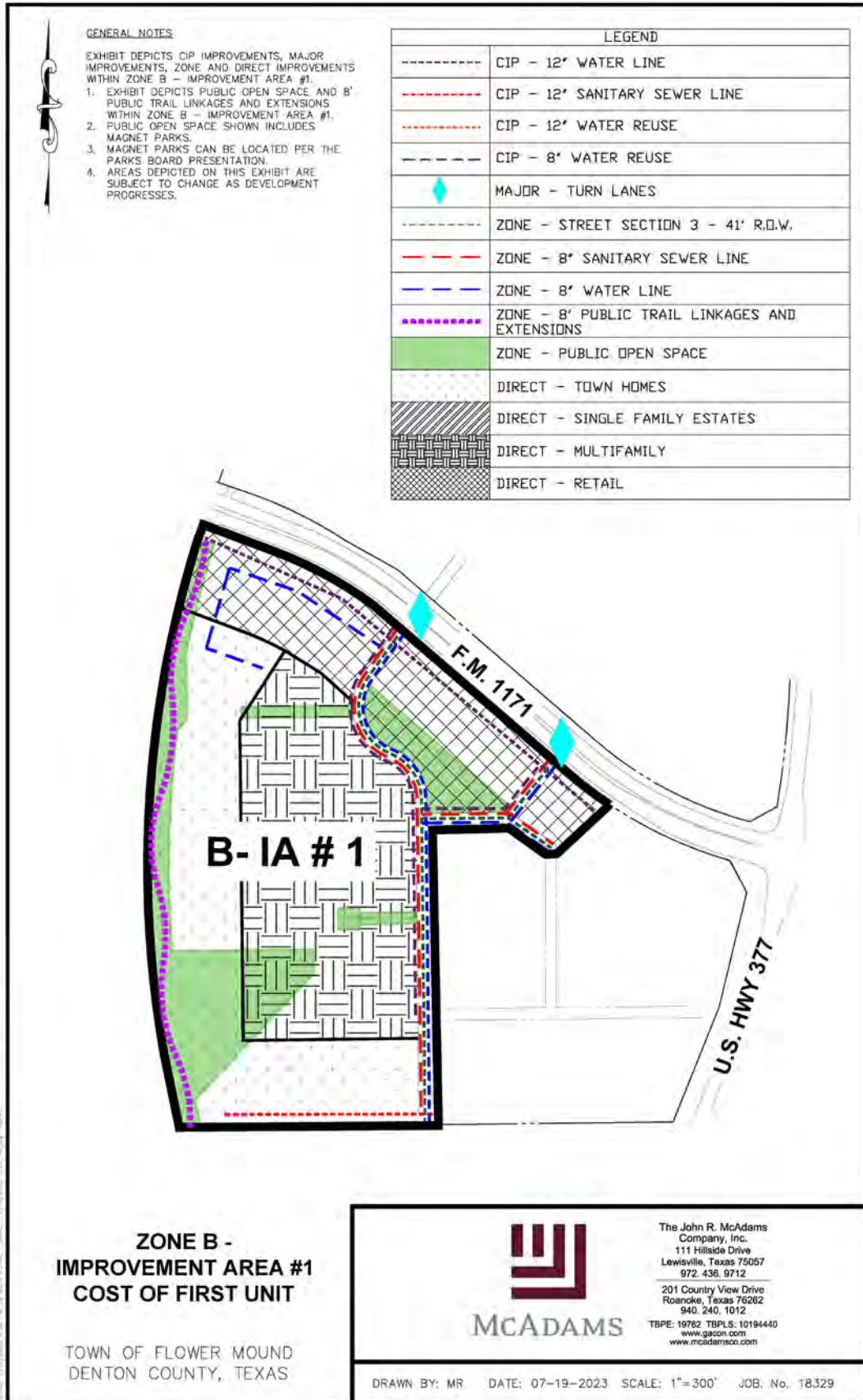


EXHIBIT A - Application for PID

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)				Improvement Area #2 Total Cost
	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	
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

EXHIBIT A - Application for PID

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)				Improvement Area #3 Total Cost
	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	
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

EXHIBIT A - Application for PID

Furst Ranch Zone B Remainder Cost Summary (517.863 Acres)					
	Common to All (Remainder acreage = 517.863/Furst Ranch acreage = 1,776.186)				Remainder Total Cost
	CIP Improvements (on/offsite)	Major Improvements (on/offsite)	Zone B Zone Improvements (remainder acreage = 517.863/Zone B acreage = 655.687)	Remainder Direct Improvements	
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

EXHIBIT A - Application for PID

	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.

7/19/2023 at 4:56 PM

EXHIBIT A - Application for PID

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

EXHIBIT A - Application for PID

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.3. REGULAR ITEM(S)

DATE: February 5, 2024
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Consider approval of an Ordinance ordering a Special Election on May 4, 2024, whether a Public Improvement District should be created within the corporate limits of the town, and all matters incident and related thereto.**

BACKGROUND: The purpose of this item is to consider an ordinance calling an election for the creation of a Public Improvement District (PID), anticipated to be designated as the Furst Ranch Public Improvement District No. 1.

Prior to a PID being created within the Town, the Council must approve the implementation of a PID after discussion and debate. The purpose of the prior item was to allow for that discussion and debate.

If the Town Council adopts the resolution approving the implementation of the PID (see prior agenda item), [Section 7.16 of the Town Charter](#) requires that the Town Council also must call a special election to seek voter approval of the creation of the PID.

PID DISCUSSION HISTORY:

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 (P3), on [November 16, 2023](#).

On [December 18, 2023](#), the Town Council received a presentation from P3 regarding the request for a PID for the Furst Ranch development project.

PID AUTHORIZATION:

The Town is authorized pursuant to Chapter 372 of the Texas Local Government Code, as amended, to create a PID within the Town's corporate limits. In addition, the Town Charter provides for several additional provisions related to the creation of a PID. If the Town Council adopts a resolution authorizing the implementation of a PID, the creation of the PID must be submitted to the voters of 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 to permit the PID within the Town.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: If the Town Council does not adopt a Resolution approving the implementation of the PID contained within the prior agenda item, then there is no need to adopt an ordinance calling an election.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Calling PID Election Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. ____ 24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON SATURDAY, MAY 4, 2024, FOR THE PURPOSE OF VOTING “FOR” OR “AGAINST” A PROPOSITION WHETHER A PUBLIC IMPROVEMENT DISTRICT SHOULD BE CREATED WITHIN THE CORPORATE LIMITS OF THE TOWN; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING FOR THE DESIGNATION OF THE PLACES AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACES; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (“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 Texas Local Government Code; and

WHEREAS, Section 41.001 of the Texas Election Code, as amended, establishes Saturday, May 4, 2024, as a “uniform election date” for the purposes of conducting an election within the Town; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas (“Town Council”), has determined to submit to the qualified voters of the Town, in a special election, a proposition whether a Public Improvement District should be created within the corporate limits of the Town, as authorized by Section 7.16 of the Home-Rule Charter of the Town of Flower Mound, Texas (“Town Charter”); and

WHEREAS, the Town has entered into, or will enter into, an election services agreement with the Denton County Elections Administrator for that portion of the Town located in Denton County, Texas and an election services agreement with the Tarrant County Elections Administrator for that portion of the Town located in Tarrant County, Texas (each the “Election Services Agreement”) for conducting the special election within the Town, which Election Services Agreements provide, among other things, that the Elections Administrators will conduct the special election for the Town; will appoint election judges, clerks, and other election personnel; will provide voting supplies and equipment; will conduct early voting; will count and provide election returns; and will designate early voting polling sites and Election Day voting sites for the Town.

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

SECTION 1

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

SECTION 2

A special election of the Town shall be held on Saturday, May 4, 2024, between the hours of 7:00 a.m. and 7:00 p.m., at those Election Day voting sites as determined by the applicable Election Services Agreement for the purpose of considering a proposition whether a Public Improvement District should be created in the corporate limits of the Town ("Proposition").

SECTION 3

The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote "FOR" or "AGAINST" the Proposition, which shall appear on the ballot substantially as follows:

**SPECIAL ELECTION
Town of Flower Mound, Texas
May 4, 2024**

OFFICIAL BALLOT**PROPOSITION G**

"Authorizing the Town Council of the Town of Flower Mound, Texas to create a Public Improvement District within the corporate limits of the Town."

SECTION 4

Voting on the date of the election, and early voting therefor, shall be by the use of a lawfully approved voting system, as provided in the Election Services Agreements. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the election shall conform to the Texas Election Code, as amended, so as to permit the electors of the Town to vote "For" or "Against" the Proposition. Said ballots shall have printed therein such provisions, markings, and language as may be required by law and as set forth by the applicable Elections Administrator pursuant to the provisions of the applicable Elections Services Agreement, and in substantially the form and language referenced in Section 3 of this Ordinance.

SECTION 5

All election precincts, early voting polling sites, and Election Day polling sites shall be determined by the applicable Elections Administrator pursuant to the applicable Election Services Agreement.

SECTION 6

All election officials, including the Early Voting Clerk, shall be the officials appointed to such positions by the applicable Elections Administrator and to the extent required by law, are hereby so appointed.

SECTION 7

- (a) **EARLY VOTING - DENTON COUNTY:** The Denton County Elections Administrator is designated the Early Voting Clerk for that portion of the Town located in Denton County. Additional Deputy Early Voting Clerks may be appointed, as provided in the applicable Elections Services Agreement.

Early Voting by personal appearance shall be conducted beginning on April 22, 2024, and continuing through April 30, 2024, at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas 76208 on the following days and times:

Date	Time
April 22 – April 27 (Monday – Saturday)	8:00 a.m. – 5:00 p.m.
April 28 (Sunday)	11:00 a.m. – 5:00 p.m.
April 29 – April 30 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the applicable Elections Services Agreement. If there is any discrepancy between this Ordinance and the applicable Election Services Agreement as to early voting locations or times, the applicable Election Services Agreement shall control.

- (b) **EARLY VOTING - TARRANT COUNTY:** The Tarrant County Elections Administrator is designated the Early Voting Clerk for that portion of the Town located in Tarrant County. Additional Deputy Early Voting Clerks may be appointed, as provided in the applicable Election Services Agreement.

Early Voting by personal appearance shall be conducted beginning on April 22, 2024, and continuing through April 30, 2024, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas 76111 on the following days and times:

Date	Time
April 22 – 26 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 27 (Saturday)	7:00 a.m. – 7:00 p.m.
April 28 (Sunday)	10:00 a.m. – 4:00 p.m.
April 29 – 30 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Any eligible Tarrant County registered voter may cast their vote at any additional early voting location throughout Tarrant County as established by the applicable Election Services Agreement. If there is any discrepancy between this Ordinance and the applicable Election Services Agreement as to early voting locations or times, the applicable Election Services Agreement shall control.

- (c) **VOTING BY MAIL – DENTON COUNTY AND TARRANT COUNTY:** Applications for early voting by mail may be delivered to:

Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Denton County may be delivered to the:

Early Voting Clerk

P.O. Box 1720, Denton Texas 76202

Phone: 940.349.3200 - Fax: 940.349.3201

Email: elections@dentoncounty.com

Website: www.votedenton.gov

to be received not later than the close of business on April 23, 2024.

Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Tarrant County may be delivered to the:

Early Voting Clerk

2700 Premier Street, Fort Worth, Texas 76111

Phone: 817.831.8683 - Fax: 817.831.6118

Email: votebymail@tarrantcounty.com

Website: www.tarrantcountytx.gov,

to be received not later than the close of business on April 23, 2024.

The Town Secretary is directed to forward the applications and ballots to the applicable Election Administrator as provided in the applicable Election Services Agreements.

SECTION 8

Election Day Voting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. at the following polling locations:

Election Day Polling Location

Polling Place
Denton County:
1. Flower Mound Community Activity Center (Chill Zone), 1200 Gerault Rd, Flower Mound
2. Flower Mound Senior Center (Ballroom C), 2701 W Windsor Dr, Flower Mound
Tarrant County:
Grapevine Public Library, 1201 Municipal Way Grapevine, 76051
Or any other designated location designated by Tarrant County Elections Administration

The above locations are subject to change per the Denton or Tarrant County agreements.

The Town Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 9

The election shall be conducted pursuant to the election laws of the State of Texas.

SECTION 10

If any word, section, article, phrase, paragraph, sentence, clause, or portion of this

Ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity which remaining portions shall remain in full force and effect. Additionally, it is the intent of the Town Council in adopting this Ordinance to fully comply with the terms of the applicable Election Services Agreement. Should any conflict arise between any term of this Ordinance and the Town's obligations under the applicable Election Services Agreement, it is the express intent of the Town Council that the terms of the applicable Election Services Agreement should control and govern the administration of the general and special election addressed in this Ordinance.

SECTION 11

This Ordinance shall take effect from and after its passage.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER
MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 5TH DAY OF FEBRUARY, 2024.**

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: February 5, 2024
FROM: Shelly Willson, Customer Relations Manager
ITEM: **Public Hearing to consider adopting, on second reading, an ordinance amending an ordinance of the Town of Flower Mound, Texas which adopted a Solid Waste Franchise Agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services, in order to impose an extra yardage (EXY) fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection, including a fixed annual increase of 2.6%; and adding a Green Waste Pilot Program, at no charge to the Town which will provide for the pickup of green waste (such as brush, leaves, grass, weeds and other vegetation) from residents.**

BACKGROUND: The Town's Environmental Services Department and Republic Services have noted that multiple commercial customers regularly overfill their solid waste front load containers, creating a safety hazard for Republic's drivers and a nuisance and potential health hazard for the community. The Town's current contract language does not include any fee or fine for this offense. Instead, it states that "*Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers or is otherwise in violation of the Town's ordinances with respect to the location of refuse containers or the nature, volume, or weight of refuse to be removed from the premises, Contractor shall refrain from collecting all or a portion of such refuse and will notify the Town and the owner or occupant thereof within twenty-four (24) hours thereafter of the reason for such non-collection, using a standard identification tag approved by the Town.*" This policy has been ineffective in encouraging the commercial customers to stop their behavior or modify their services. Amending the agreement to include an extra yardage fee will provide an incentive for the customer to either change their behavior or work with Republic to increase the size of the containers or the frequency of collection. If approved, Republic Services has agreed to provide a Green Waste Pilot Program, at no charge to the Town, which will provide for the pickup of green waste (such as brush, leaves, grass, weeds, and other vegetation) from residents.

The potential for a green waste program was discussed during the [December 4, 2023, Town Council meeting](#). There was general Council consensus to pursue the pilot program in addition to processing an amendment to the franchise agreement to include the \$45.00 extra yardage fee. This amendment includes the fee and the requirement to conduct the green waste pilot program. Based on discussions with Republic Services, staff expects to conduct the pilot program in the fall of 2024.

The first reading was at the January 16, 2024, Town Council meeting.

BOARD REVIEW/CITIZEN FEEDBACK: A green waste program has long been an initiative of the Town's Environmental Conservation Commission (ECC). The ECC reviewed details of the pilot program at their November 7, 2023 meeting.

ALTERNATIVES: If the amendment is not approved, the Green Waste Pilot Program will not be provided by Republic Services at no charge.

FISCAL IMPACT: N/A

LEGAL REVIEW: Bryn Meredith and Tyler Rochon, of Taylor, Olson, Adkin, Sralla, & Elam L.L.P., have reviewed the agreement and ordinance as to form and legality.

ATTACHMENTS:

1. Republic Services Franchise Agreement May 2016
2. Republic Waste Franchise Ordinance Amendment

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 26-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, GRANTING A FRANCHISE FOR SOLID WASTE SERVICES TO ALLIED WASTE SERVICES OF FORT WORTH, LLC DBA REPUBLIC SERVICES; AMENDING CHAPTER 70, ARTICLE IV "SOLID WASTE" OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; REPEALING DIVISIONS 1 AND 2 OF ARTICLE V "SOLID WASTE" IN APPENDIX B; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city 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, Articles III and X of the Charter of the Town of Flower Mound authorize the Town Council to grant, amend, renew, and extend all franchises for public utilities by ordinance upon two readings; and

WHEREAS, the Town Council is authorized to adopt regulations for controlling and governing solid waste collection, handling, transportation, storage, processing and disposal pursuant to Chapter 363 of the Texas Health and Safety Code; and

WHEREAS, the Town Council finds that this ordinance is in the best interest of the Town of Flower Mound and is necessary to preserve and protect the public 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

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

SECTION 2

Allied Waste Services of Fort Worth, LLC dba Republic Services, is hereby granted a franchise, license, and privilege within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal, and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the franchise agreement between the Town of Flower Mound and Allied Waste Services of Fort Worth, LLC dba

Republic Services, which will not be codified, but shall be kept on file in the Town Secretary's Office and is made effective in accordance with this Ordinance and made a part of this Ordinance by reference.

SECTION 3

From and after October 1, 2016, Section 70-261 of the Code of Ordinances of the Town of Flower Mound, entitled "Regulations for collection and disposal", is hereby amended in its entirety and replaced with the following provision:

"Sec. 70-261. - Regulations for collection and disposal.

The regulations regarding solid waste collection and disposal, including the rates and charges for solid waste collection services, are contained in the effective franchise agreement for solid waste collection services on file in the Town Secretary's Office."

SECTION 4

From and after October 1, 2016, Section 70-262 of the Code of Ordinances of the Town of Flower Mound, entitled "Rates and charges", is hereby repealed in its entirety.

SECTION 5

From and after October 1, 2016, Division 1 and Division 2 of Article V, entitled "Solid Waste," in Appendix B of the Code of Ordinances are hereby repealed in their entirety.

SECTION 6

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

SECTION 7

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 8

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

SECTION 9

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of any ordinances 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 10

The Town Secretary of the Town of Flower Mound is hereby directed to publish the full text of this ordinance once each week for two consecutive weeks in the official newspaper of the Town in accordance with Town Charter Sec. 10.02.

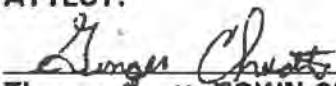
SECTION 11

This Ordinance shall be in full force and effect from and after the expiration of 30 days following its passage, pursuant to the terms contained herein, and publication as required by law, and it is so ordained.

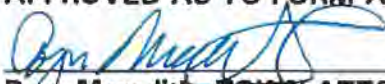
DULY PASSED, APPROVED, AND ADOPTED ON FIRST READING BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 2ND DAY OF MAY, 2016.

DULY PASSED, APPROVED, AND ADOPTED ON SECOND READING BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 16TH DAY OF MAY, 2016.

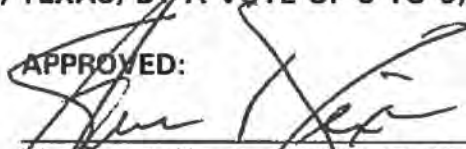
ATTEST:


Theresa Beett, TOWN SECRETARY
GINGER CHORTE - DEPUTY

APPROVED AS TO FORM AND LEGALITY:


Bryn Meredith, TOWN ATTORNEY

APPROVED:


Thomas E. Hayden, MAYOR PRO TEM

STEVE DIXON



SOLID WASTE FRANCHISE AGREEMENT

This Solid Waste Franchise Agreement ("Contract") is made and entered into by and between the Town of Flower Mound, Texas, a municipal corporation located in Denton and Tarrant Counties, Texas (hereinafter called "Town"), and Allied Waste Services of Fort Worth, LLC dba Republic Services, (hereinafter called "Contractor").

WHEREAS, Contractor was granted a franchise, license, and privilege on the 2nd day of May, 2016, to provide solid waste and recyclable materials collection within the Town and to perform such work as may be incidental thereto in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grant of Franchise

- A. Contractor is hereby granted the right and privilege to conduct business for the purpose of collection and disposal of solid waste, garbage, refuse, trash, and rubbish (municipal solid waste), and recyclable materials collection and processing within the corporate limits of the Town and any tracts, territories, and areas hereafter annexed to, or acquired by, the Town. All commercial establishments located within the jurisdictional limits of the Town shall contract with Contractor by separate agreement for their municipal solid waste collection and disposal during the term hereof, subject to the terms of this franchise.
- B. The Town hereby grants Contractor the right to use the public streets, alleys and thoroughfares within the corporate limits of the Town, and any tracts, territories, and areas hereafter annexed to, or acquired by, the Town, for the purpose of engaging in the business of solid waste collection and recycling collection in the Town.
- C. This franchise shall take effect and continue and remain in full force and effect for a period of 5 years from October 1, 2016 (the "initial term"). The initial term of this franchise shall be automatically renewed and extended for three successive five-year periods (each, a "renewal term"); provided, should either the Town or Contractor desire to not renew this franchise upon the expiration of the then current term, such party shall give the other party written notice of such termination at least 90 days prior to the last day of such current term, whereupon this franchise shall terminate upon the expiration of such current term.

2. Contract

- A. This Contract shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:

- (a) The request for proposals from Town;

- (b) This Contract and Contract terms and definitions;
 - (c) Contractor's proposal, including all exhibits;
 - (d) The performance bond; and
 - (e) Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- B. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
- C. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.
- D. In the event of any conflict between any provision of this Contract and any provision in either or both items (a) and (c) referenced herein, the provisions of this Contract shall control.

3. Definitions

Dumpster/ Roll-off Container (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Brush/Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or fifty (50) lbs. in weight.

Bulky Wastes: Stoves, water tanks, washing machines, furniture, refrigerators (with all CFCs (chlorofluorocarbons) removed), Construction Debris (generated from the Residential Unit only) and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Polycarts, as the case may be.

Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the Town, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Contract Documents: The Request for Proposal, Contractor's Proposal, Performance Bond, Contract resulting from negotiations, and any addenda or changes to the foregoing documents agreed to by the Town and Contractor.

Contractor: The person, corporation, or partnership performing services under this Contract.

Customer: An occupant, owner, or tenant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Garbage: Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Hazardous Waste: Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

Landfill/Transfer Station: A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.

Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Polycart(s) with the lid(s) closed.

Polycart: A wheeled receptacle with a maximum capacity of 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect Unit, with ownership retained by Contractor.

Recyclable Materials: Commodities collected by Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum and metal (tin) cans and corrugated boxes/cardboard.

Recycling Container: A plastic polycart designed for the purpose of curbside collection of recyclable materials at Residential Units.

Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four (4) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four (4) or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Storm Event Debris: Garbage, Rubbish, Bulky Waste, Brush, and other debris and waste materials that result from a hurricane, tornado, wind storm, flood, natural disaster, or other act of God the collection of which falls outside the Residential Unit base rates set forth in this Contract.

Town: The Town of Flower Mound, Texas.

Yard/Green Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

4. Scope and Nature of Operation

A. Residential Collection: Contractor shall undertake curbside collection service for the collection of residential Refuse and Recyclable Materials to each Residential Unit one (1) time per week when placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide Town a copy of maps indicating the routes used in the collection of waste from all residential customers. The Town has the right to reject and request reasonable modification of routes, and updates on routes of Contractor.

B. Commercial and Industrial Accounts:

- (a) Contractor shall collect and remove acceptable Garbage from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner, owner's agent, or tenant of the property. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The Town shall be the sole determinant of acceptable dumpster pads, locations and screening.
- (b) Contractor shall provide curbside collection service for the collection of Refuse from Commercial Hand Collect Units as defined by this Contract one (1) time per week when placed in Polycarts, and placed at curbside by 7:00 a.m. on the designated collection day.

- C. Brush/Bulky Wastes Collection: In addition, Contractor shall provide a special collection service for Brush/Bulky Wastes and/or Bundles one (1) time per week to all Residential Unit Customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush/Bundle and Bulky Wastes up to 4 cubic yards.
- D. Residential Doorside Collection - Household Hazardous Waste & E-Waste Collection: Contractor shall offer, for the life of this Contract, a scheduled on call service program for the collection of household hazardous waste and electronic waste. Residents will be provided with the contact information required to place a call for instructions regarding the placement and pickup of said items at resident's location. Pickups shall generally be made within one-to-two weeks of call to schedule service. Calls received by noon on Friday, will be serviced the following week on a day designated by contractor. Upon the request of a residential customer, Contractor will collect from each residential premise, not to exceed one day per month per calendar month, all program household hazardous and electronic set-out in accordance with acceptable items. Contractor will, upon confirmation of the appointment, immediately mail or drop off a program household and electronics waste bag or bags with vermiculite, complete with detailed program guidelines and set out instructions to the customer.
- E. Dead Animals: From time to time, Contractor may provide for the special collection of dead animals at residential, commercial, and industrial units upon such terms and conditions as are mutually agreed upon by Contractor and the Town, and Contractor has no obligation to pick up all such dead animals.

5. Collection Operation

- A. Hours of Operation:
 - (a) Residential garbage collection shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.
 - (b) Commercial garbage collection for commercial areas located adjacent to residential areas shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.
 - (c) All other commercial garbage collection not specified in subparagraph (B), above, shall be conducted only between the hours of 3:00 a.m. and 7:00 p.m.
 - (d) Garbage collection from public or governmental areas shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.
- B. Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.
- C. Routes of Collection: Collection routes shall be established by Contractor as approved by the Town. The Town shall be provided route collection maps and container locations.

D. Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

When a holiday falls on a week day (Monday through Friday), Contractor shall delay all routes one day from the day of the holiday until the end of that week, completing all routes on Saturday of that week. For example, if New Year's Day falls on Wednesday, no routes are run on Wednesday. The New Year's Day routes will be run on Thursday, Thursday's routes will be run on Friday, and Friday's routes will be run on Saturday.

E. Complaints: The Town's Customer Relations Office shall assume responsibility for receiving and coordinating all residential service requests and complaint management functions related to Contractor's solid waste collection and recycling collection services. To assist in defraying the costs for this function, Contractor shall make an annual contribution to the Town as described in Section 26 "Customer Relations Contribution." At a minimum, customer complaint procedures shall provide that the customer complaint shall be addressed within one (1) business day (Monday through Friday) of receipt of such complaint and shall be promptly resolved.

F. Collection-Equipment:

- (a) Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the corporate limits of the Town nor while en route to the disposal site, where such accumulation shall be dumped.
- (b) Due to street size variations in the Town, Contractor shall provide equipment that will accommodate such public streets and alleys. Contractor shall utilize lighter-capacity single-axle collection trucks for those routes identified by the Town and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (*i.e.*, on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.
- (c) All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe and efficient working condition throughout the term of this Contract. Such vehicles shall be

maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The Town may inspect Contractor's vehicles at any time to insure compliance of equipment with this Contract, or require an equipment replacement schedule to be submitted to the Town. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- G. Disposal: Contractor shall deliver solid waste collected to a licensed sanitary landfill of its choice operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA).
- H. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Town's Customer Relations Office so that proper notice can be given to the customer at the premises to properly contain refuse. Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, Town shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and Contractor shall be compensated for such additional services.
- I. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the Town, in writing, of such condition and of its inability to make collection.
- J. Protection from Scattering: Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately.

6. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide on-site personnel during the transition period from the Town's current Solid Waste contractor. Contractor shall provide an employee(s) at Town Hall located at 2121 Cross Timbers Road, Flower Mound, TX, to assist the Town's Customer Relations division during the transition period for as long as needed in the Town's sole discretion.

- B. Contractor shall provide direct mail information regarding Contractor's solid waste services to all Flower Mound households and also print, at Contractor's expense, brochures annually up to 2,000 pieces, as needed, for the length of the contract. The Town reserves the right to approve the form of all such direct mail pieces and brochures, and to adjust this number as needed to meet growth.
- C. During each year of this Contract, Contractor shall provide twenty-five (25) 30-yard roll-off containers for neighborhood clean-up events and other Town events as designated. The provision of such roll-off containers shall be at no charge to the Town; such complimentary service shall include all costs (e.g., delivery, rental, disposal, etc.). The Town shall provide a two-week notification to Contractor to schedule such events.
- D. In addition, Contractor, during the term of this Contract, in October of each year of this Contract, beginning in October 2016, shall donate \$5,000 annually to Keep Flower Mound Beautiful (KFMB).

7. Recyclable Materials

- A. Contractor shall provide a single-stream Recyclable Materials collection service to Residential Units on a once per week schedule. Residents will not be required to separate Recyclable Materials by type of material; therefore, all recyclables may be commingled with other Recyclable Materials. Contractor shall include a list of acceptable Recyclable Materials in its program materials sent to Residential Units.
- B. Contractor shall be responsible for transporting the Recyclable Materials to a processing site of its choice and must have established buyers or markets for the recyclables, as the market allows. Contractor shall be required to identify the buyers of the Recyclable Materials upon request by the Town. Recyclable Materials collected for the purpose of recycling may not be deposited in any landfill unless the Recyclable Materials load is contaminated with Garbage or other unacceptable waste.
- C. Contractor shall be totally responsible for the costs of processing and marketing of all Recyclable Materials collected pursuant to this Contract.

8. Ownership

Title to Refuse, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Dumpster/Roll-off or container of any sort, or removed by Contractor from the customer's premises, whichever last occurs. Title to hazardous waste or any other wastes excluded from this Contract remains with the generator of such waste and Contractor shall have no responsibility or liability to the Town for such unacceptable waste.

9. Services at Town Facilities

- A. Contractor shall provide solid waste collection service at the Flower Mound Town Hall, located at 2121 Cross Timbers Road, and at all other current and future municipal facilities in the Town, all at no charge, excluding the roll-off and sludge removal services at 1105 Duncan Lane referred to later in this section.
- B. The 30-yard roll-off containers at the Town's Service Center, located at 1105 Duncan Lane, typically filled with Brush, tree limbs and other waste or Bulky Waste picked up from the rights-of-way throughout the Town, shall be serviced at no charge per container with no rental fee charged.
- C. The Town, at its sole discretion, may elect to dispose of all sludge accumulated at the Town's wastewater treatment plant located at the end of Duncan Lane, Flower Mound, Texas, using its own equipment or by contract with a separate vendor. If requested by Town, Contractor agrees to dispose of sludge at a landfill of Contractor's choice accumulated at the Town's wastewater treatment plant, at the following rates during the term of this Contract, or any renewal thereof:
- | | | |
|-----|---|-------------------|
| (a) | Routine Transportation Charge (includes 4 tons) | \$237.19 per haul |
| (b) | Landfill Disposal Charge
based on the current profile on file of the material | \$25.00 per ton |
| (c) | Emergency/Wet Weather Contingency Charge
6 times a year; Combined flat rate charge for labor and fuel to deliver empty; 20 or 30 cubic yard containers as needed or requested | \$75 each |
| (d) | Per Hour Charge for Delays (Stated hourly rate reflects total hourly cost for any delays caused by the Town of Flower Mound. Delay charge will not apply to any delays not caused by the Town of Flower Mound.) | \$40 per hour |
| (e) | Liner for container if needed included in pricing above. | |

The charges in this section are not subject to franchise fees.

10. Landfill Access

Residents may dispose of up to 10 cubic yards of waste free of charge once per month Monday through Friday from 7 a.m. to 4:30 p.m. or on Saturday's from 7a.m. to 11:30 a.m. at the Camelot Landfill located at 580 Huffines Blvd, Lewisville, TX 75056.

11. Polycarts

As of the effective date of this Contract, Polycarts shall be new, labeled with a unique serial number for identification and tracking purposes. Polycarts used for recycling shall be green in color and Polycarts utilized for Garbage disposal shall be blue in color. Contractor shall provide Polycarts to new residents, and shall repair and/or replace any damaged Polycarts within one (1) business week of first notification.

12. Quarterly Meetings

Contractor shall conduct quarterly meetings with designated Town staff to provide a review/update of any outstanding issues.

13. Reporting Requirements

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- (a) Daily reports detailing Polycart transactions provided to the Town's Customer Relations Division
- (b) Monthly reports, within two (2) weeks of the end of the reporting period, detailing: Polycart transactions; tonnage of recycling and trash collected; participation/set-out rates, etc.
- (c) Annual reports each October on the status of the terms and conditions of the Franchise and any points that need to be addressed.

14. Rates

Effective October 1, 2016, Contractor shall charge the following rates (the "base rates") for services performed herein. Note: All rates and cart sizes listed below are current as of October 1, 2016, and are exclusive of five percent (5%) franchise fee (all collection types) and four percent (4%) billing fee (residential collection only).

(a) Residential:

Weekly solid waste collection (96-gal Polycart),	
Weekly recyclables collection (96-gal Polycart),	
Weekly brush/bulky collection (4 cubic yards), and	
On-Call HHW & E-Waste collection	\$11.69/month
Additional solid waste Polycart	\$6.75/month
Additional recycling Polycart	\$1.00/month
Senior Citizen Discount (65 years or greater)	\$1.50/month

(b) Commercial:

Commercial Hand Collection, Per 90-96-Gallon Polycart
Semi- or Fully-Automated Collection Cost:

Once Per Week \$30.34 /mo

Two Carts Once Per Week \$37.16 /mo

Manual Collection Cost:

Once Per Week \$30.34 /mo

Two Carts Once Per Week \$37.16 /mo

*Front Load Containers Rates (in dollars):

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
2 Cu Yd	69.51	116.20	162.89	209.60	256.27	275.57	35.57
3 Cu Yd	77.67	140.08	194.91	257.32	289.33	312.83	40.70
4 Cu Yd	93.39	186.76	249.74	335.48	421.28	463.67	48.92
6 Cu Yd	124.86	219.31	313.72	453.80	593.86	657.92	54.93
8 Cu Yd	163.63	282.24	500.67	553.72	781.70	916.05	61.16

*Roll-Off Containers:

20 Cubic Yard Per Haul (Including Disposal)	\$402.52
30 Cubic Yard Per Haul (Including Disposal)	\$421.39
40 Cubic Yard Per Haul (Including Disposal)	\$436.78
Delivery and Exchange	\$100.00
Daily Container Rental	\$4.00

Compactors (rental fees are negotiable):

6 Cubic Yard Per Haul (Including Disposal)	\$139.12
8 Cubic Yard Per Haul (Including Disposal)	\$174.35
30 Cubic Yard Per Haul (Including Disposal)	\$485.90
40 Cubic Yard Per Haul (Including Disposal)	\$515.58
42 Cubic Yard Per Haul (Including Disposal)	\$526.18

(c) Temporary Front-load for Residential Purposes:

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yard \$154.88
8 Cubic Yard \$164.88
10 Cubic Yard \$180.69

All Commercial and Industrial Customer base rates are subject to a franchise fee and sales taxes, as applicable.

(d) Optional Yard/Green Waste Recycling Add-on: Should at any time during the first five years of this agreement, the Town decide to add the "Green Waste" program, Contractor guarantees the rate of \$1.65 per household per month, based on total Residential Unit billing, for the first five (5) years of this Contract (subject to CPI adjustments as provided in "Modification of Rates" below) to allow the addition of yard waste separated at the curb and 100% recycled collected weekly on the designated service day. The Town will provide 60 days notice to contractor of desire to add this service.

(e) Special Brush/Bulky Collection: Contractor shall provide special request collection within seven (5) calendar days of the request at the appropriate rate, as described herein. If any Residential Unit Customer shall desire to dispose of any Brush, Bulky items, Construction Debris (generated from the residential unit only) or Stable Matter, such customer shall notify Contractor of customer's desire to dispose of such items and Contractor shall quote the price(s) listed below and if Customer agrees to such pricing, Contractor shall collect the material and bill the Residential Unit directly for this service. This service shall be subject to the Town's franchise fee. Service shall be limited to items as defined herein, placed at the usual place of garbage pickup, or as otherwise directed by Contractor or Town. The customer shall be billed directly by Contractor at the rate of \$45.00 per hour.

(f) Modification of Rates:

- i. The residential and commercial base rates shall remain effective for a period commencing on October 1, 2016, and continuing through September 30, 2017, and thereafter shall be subject to a fixed 2.6% Price Index increase, annually, beginning on October 1, 2017.. If this Contract should be renewed for another successive five year term, this fixed Price Index increase amount will be eligible for re-negotiation and could increase or decrease depending on economic factors.
- ii. The Senior Discount remains \$1.50 per month for the life of this Contract, regardless of the adjustments made under this section.
- iii. Contractor shall publish at least two (2) notices in a newspaper of general circulation in Flower Mound, Texas, stating the amount and effective date of such rate adjustment, if any, with such notices to be

published at least twenty (20) days prior to the effective date of the adjustment and in an area of said newspaper other than the classified or legal notice section of same. Said notice shall be at least three inches by three inches (3" x 3") in size.

15. State, Local, and Federal Regulations

Contractor agrees to comply with all applicable existing laws of the United States and of this state and any further applicable laws which may be enacted by the United States or this state, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of Town to pass or enforce necessary police and health regulations for the protection of its inhabitants.

16. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the Town and the state.

17. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height. In the event the Town shall at any time so require, Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two inches (2") in height.

18. Regulation of Leased Containers

The Town shall permit Contractor to rent or lease containers to the owner or occupant of any premises within the corporate limits of the Town for refuse storage and collection purposes, subject to the following requirements:

- (a) All such containers shall be constructed according to industry standards and to specifications which are acceptable to and approved by the Town;
- (b) All such containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- (c) All such containers shall be cleaned and maintained regularly by Contractor so as to be in good repair, of a good appearance and free of such refuse residues as may cause odor and provide a breeding place for flies and harborage of rodents; and
- (d) All such containers shall be clearly marked with Contractor's name and telephone number in letters not less than two inches (2") in height.

Contractor shall lease or rent such containers at terms which are fair and reasonable and which are in accordance with a schedule or rates provided therefore by ordinance of the Town.

19. Disposal of Refuse

- A. For the purposes of this Contract, the designated landfill(s)/recycling facility(ies) shall be Camelot Landfill located at 580 Huffines Blvd, Lewisville, TX 75056 and/or the Arlington Landfill located at 800 Mosier Valley Rd, Arlington, TX 76040 and the MRF located at 6200 Elliott Reeder Rd, Fort Worth , TX 76117 If, during the term of this Contract, including any renewal term, the facilities shall not be available for use by Contractor for more than five (5) consecutive days, Contractor in consultation with the Town will designate new facilities, which facilities shall be consented to by Contractor, and which consent shall not be unreasonably withheld, provided if Contractor does not own such new facilities, and Contractor, or any affiliate thereof, shall have concerns about such new facilities in respect to environmental liability, Contractor, in its sole discretion, may disapprove and cancel designation of such new facilities, where upon the Town shall designate another facility, subject to the provisions of this section.
- B. If, during the term of this Contract, including any renewal term, the facilities shall not be available for use by Contractor due to acts of God and/or failure of the operators to comply with all relevant and applicable federal or state laws, regulations, rules, permits or permit conditions, the provisions of Subsection A above, shall be null and void.

20. Office

Contractor shall establish an office with a local telephone listing, under the name of Contractor, to handle inquiries or complaints with regard to waste materials collection within the Town. All such calls shall be given prompt and courteous attention. The office shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding regular holidays, and shall have a published number for complaints after normal working hours.

21. Enforcement

The services furnished hereunder to said Town and its inhabitants shall be subject to such reasonable rules and regulations as Contractor may make from time to time, subject to the reasonable approval of the Flower Mound Town Council. Contractor may require authorization for ingress and egress from and upon the customer's private property for the purpose of garbage collection.

22. Non-collection Notice and Follow-Up

- A. Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers or is otherwise in violation of the Town's ordinances with respect to the location of refuse containers or the nature, volume or weight of refuse to be removed from the premises, Contractor shall refrain from collecting all or a portion of such refuse and will notify the Town and the owner or occupant thereof within twenty-four (24) hours thereafter of the reason for such non-collection, using a standard identification tag approved by the Town.
- B. Where the Town is notified by a Residential Unit owner or occupant that Refuse has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the Town will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same on the same business day if notification to Contractor is provided by 3:00 p.m., but not later than 12:00 p.m. the next business day if notification is provided after 3:00 p.m.
- C. In the event Contractor shall fail to collect Refuse after the issuance of a collection order, such failure shall constitute an act of non-collection. If, within any month, Contractor shall be guilty of ten (10) or more acts of non-collection, the same shall be deemed an act of non-compliance within the contemplation of Section 30, "Liquidated Damages," of this Contract.

23. Transferability of Contract

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the Town. In any such assignment, the assignee shall assume all of the liabilities of Contractor.

24. Remuneration

The Town shall bill the Residential Units, and shall pay actual collections to Contractor on a monthly basis; such remittance to be paid as mutually agreed upon.

- (a) The Town shall add to the base rate, an amount equal to five percent (5%) for furnishing of garbage services within the corporate limit of the Town in full payment for the use of the streets, highways, easements, alleys, parks, and all other public lands and places within the Town (the "franchise fee"). The franchise fee shall be retained by the Town on a monthly basis.
- (b) It is understood that charges for refuse service to Residential Units will be billed and collected from such residential customers by the Town.

- (c) The Town will add to the residential base rate, an amount equal to four percent (4%) for billing all Residential Unit accounts, which shall be in addition to the franchise fee. This administrative charge shall be deducted at the end of the month before Contractor is paid by the Town and shall be retained by the Town for services rendered to the customers, based upon actual receipts collected by the Town and posted to customer accounts. The billing methods and arrangements may from time to time be revised by agreement of the parties. Remittances will be made directly to Contractor by the Town's Finance Department in conjunction with the first check run following month end.

25. Commercial and Industrial Accounts

Contractor will provide billing to and collection from all Commercial and Industrial Unit accounts. The disposal of temporary construction debris within the corporate limits of the Town shall be subject to this Contract. Contractor agrees to pay to Town a five percent (5%) franchise fee, as agreed upon between the Town and Contractor, on or before the last day of each month. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. Contractor shall quote rates for commercial and industrial services in compliance with the rate structure set forth in this Contract. Contractor shall bill Commercial and Industrial Unit customers directly, and the Town shall not be entitled to any compensation relating to such billing, other than the aforementioned franchise fee. Contractor shall have the right to suspend services to any Commercial or Industrial Unit Customer that does not timely pay for waste services after providing written notice to said Customer. If Contractor suspends service to a Commercial or Industrial Unit Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Commercial or Industrial Unit Customer is reinstated.

26. Customer Relations Contribution

In addition to any other contributions by Contractor referenced in this Contract, Contractor shall make an annual contribution each October, beginning in October 2016, of \$80,000 to the Town to assist in defraying costs incurred by the Town to maintain a customer relations program. This amount shall increase each October by 2.6% (the fixed Price Index rate) as described in Section 14, "Rates," specifically that portion entitled "Modification of Rates."

27. Books and Records

The Town and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular business hours for inspection by the other party, upon reasonable advance notice. The inspecting party shall be responsible for all of their own expenses, including travel and contractual services.

28. Contractor as Independent Contractor of Town

Contractor shall be solely responsible for the actions of its employees during the performance of service under this Contract. Contractor shall assure the Town that the actions of Contractor's employees shall be in the best interests of the Town and its citizens. Contractor and its employees are independent contractors of the Town.

29. Equipment Assumptions and Intent

- A. The reasonable rates set forth above reflect the use of garbage hauling equipment, purchased new for this Contract, for residential collection and larger front-end load vehicles for the commercial routes. Contractor will utilize lighter-capacity single-axle collection trucks for those routes identified by the Town and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (*i.e.*, on asphalt-paved streets and cul-de-sacs). The parties agree to work together to maintain the refuse system contemplated by this Contract in as modern, efficient, and environmentally and economically sound condition as can reasonably be accomplished, incorporating such innovation and improved methods as may be developed from time to time during the term and modifying this Contract as needed to provide for this spirit and intent.
- B. The Town reserves the right to inspect the vehicles and equipment (including Polycarts for garbage and recyclables) to be used pursuant to this Contract on or after September 1, 2016, to affirm Contractor's ability to begin service on October 1, 2016.

30. Liquidated Damages

Except for *force majeure* events as defined below, in the event Contractor shall fail to perform any of the terms or conditions of this Contract, the Town shall promptly notify Contractor in writing of the defect in performance. Thereafter, if Contractor does not correct or cure the defect in performance within five (5) business days after receipt of written notice, or in the case of defects that cannot be cured within five (5) days, if Contractor has not taken reasonable steps to effectuate a cure within five (5) business days after receiving written notice, the same shall constitute an act of non-compliance. For each such act, the Town may deduct from the consideration to be paid Contractor, as liquidated damages, the sum of \$250.00 per day for each day that each such act of non-compliance shall continue. In addition to the damages listed above, if any such continuing failures to perform adversely affect the delivery of service to any particular customer or customers, the Town may deduct from the consideration to be paid Contractor, as liquidated damages, the sum equal to one (1) monthly bill for that customer or customers, per adverse event reported that Contractor has not cured pursuant to this section. This remedy is hereby expressly made cumulative of all or any other remedies available to the Town, at law or in equity, for the breach of this Contract. The parties hereto agree that such liquidated damage amounts are fair and reasonable.

31. Termination

- A. If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, Town shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of Town's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a 30-day period from the date of receipt of said notice from Town to remedy any failure to perform. Should Town deem the failure to perform remedied, no hearing shall be held.
- B. Should Contractor fail to remedy its performance, after a hearing described herein, the Town may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of Town's claim that Contractor has substantially breached the terms and provisions of this Contract. Should Town still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the Town Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the Town Council makes a finding that Contractor has failed to provide adequate refuse collection service for Town, or has otherwise substantially failed to perform its duties hereunder, the Town Council may terminate this Contract.
- C. Town may terminate this Contract during any renewal term without cause upon the annual anniversary of this Contract (October 1) by providing at least one hundred and twenty (120) days written notice to the Contractor before such annual anniversary date.

32. Notices

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the Town, at: 2121 Cross Timbers Road
Flower Mound, Texas 75028
ATTN: Mr. Jimmy Stathatos, Town Manager

If to Contractor, at: ATTN: General Manager
6100 Elliott Reeder Rd
Fort Worth, TX 76117

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

33. Force Majeure and Storm Debris

- A. Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor.
- B. Contractor and the Town understand and agree that, in the event of a hurricane, tornado, wind storm, flood, natural disaster, or other act of God, Storm Event Debris may result from such event. Contractor shall provide rates to collect and dispose of such Storm Event Debris to the Town. The Town is not obligated to select Contractor to perform the collection of Storm Event Debris.

34. Liability Insurance

- A. Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required by this section, and certificates evidencing such coverage has been delivered to the Town. Such policies shall be issued by companies authorized to do business in the State of Texas, and the Town shall be named as an additional insured on all such policies except workers compensation. The failure by Contractor to keep in force all insurance required by this Contract shall be deemed a breach of this Contract.
- B. The following minimum limits of insurance shall apply to this Contract and must be maintained by Contractor at all times. Coverage may be accomplished by a combination of primary and excess insurance.

<u>Type Coverage</u>	<u>Per Occurrence Minimum</u>	<u>Aggregate Minimum</u>
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$2,500,000	\$10,000,000
Property Damage	\$1,000,000	\$ 1,000,000
Comprehensive Auto Liability Combined Single Limit	\$5,000,000	

35. Performance Bond

Contractor shall furnish a \$100,000 Performance Bond, annually, as security for the faithful performance of this Contract. Contractor shall pay premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the

Town with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

36. Indemnity

Contractor shall indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of Contractor, its officers, agents, servants and employees arising out of or in connection with the performance, attempted performance, or non-performance of the work and services under this Contract; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the Town, its officers, agents, servants and employees, or arising out of a claim that the Town was not authorized to award this Contract or such was in conflict with the terms of a prior contract executed by the Town.

37. Severability

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

38. Venue

Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Denton County, Texas.

39. Enforcement

The Town grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's franchise rights granted herein. By granting this right to Contractor, the Town in no way reduces its right or obligation to enforce this Agreement or any other Town ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by the Town and/or Commercial Unit and Industrial Unit Customers. The Town agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Contract.

40. Governmental Powers and Immunity

It is understood and agreed that by execution of this Agreement, Town does not waive or surrender any of its governmental powers, or sovereign immunity, nor does the Town waive any of its immunities from suit and/or liability.

(SIGNATURE PAGE TO FOLLOW)

TOWN OF FLOWER MOUND, TEXAS

Tom Hayden, Mayor
STEVE DIXON PRO TEM

ATTEST:

Theresa Scott, Town Secretary
GINGER CHOATE DEPUTY

APPROVED AS TO FORM:

[Signature]
Town Attorney



CONTRACTOR

Jeri Harrell Municipal Services Manager
Name, Title

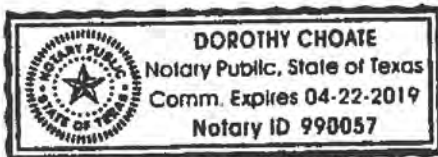
STATE OF TEXAS §

§
COUNTY OF Denton §

BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared Jeri Harrell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the MSM of Republic Services and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of May, 2016.

[Signature]
Notary Public in and for the State of Texas



Dorothy Choate
Type or Print Notary's Name

My Commission Expires:

4.22.19

CERTIFICATE OF SECRETARY

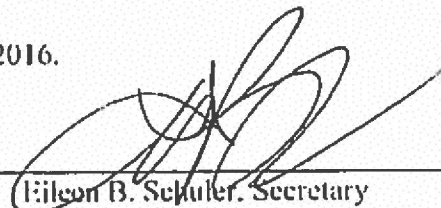
**RELATING TO THE BID OR PROPOSAL TO PROVIDE
SOLID WASTE COLLECTION AND RECYCLING SERVICES
FOR THE TOWN OF FLOWER MOUND
IN THE STATE OF TEXAS**

The undersigned, Secretary of **ALLIED WASTE SERVICES OF FORT WORTH, LLC**, a Texas limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE SYSTEMS, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **JERI HARWELL** holds the title of Municipal Services Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 15th day of January, 2016.


Hilcon B. Schuler, Secretary

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 26-16, REGARDING A FRANCHISE FOR SOLID WASTE SERVICES AWARDED TO ALLIED WASTE SERVICES OF FORT WORTH, LLC DBA REPUBLIC SERVICES; IMPOSING AN EXTRA YARDAGE (EXY) FEE OF \$45.00 PER INCIDENT OF OVERFLOW TO COMMERCIAL AND INDUSTRIAL CUSTOMERS IN PLACE OF A NOTICE OF NON-COLLECTION, INCLUDING A FIXED ANNUAL INCREASE OF 2.6%; ADDING A GREEN WASTE PILOT PROGRAM; PROVIDING THAT THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT, AS AMENDED; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city 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, Articles III and X of the Charter of the Town of Flower Mound authorize the Town Council to grant, amend, renew, and extend all franchises for public utilities by ordinance, upon two readings and publication; and

WHEREAS, the Town Council is authorized to adopt regulations for controlling and governing solid waste collection, handling, transportation, storage, processing and disposal pursuant to Chapter 363 of the Texas Health and Safety Code; and

WHEREAS, the Town and Republic Services desire to amend the Solid Waste Franchise Agreement, entered into on October 1, 2016, and approved by Ordinance No. 26-16, in order to impose an extra yardage (EXY) fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection, including a fixed annual increase of 2.6%, and to add a Green Waste Pilot Program; and

WHEREAS, the Town Council finds that this ordinance is in the best interest of the Town of Flower Mound and is necessary to preserve and protect the public 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

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

SECTION 2

The Solid Waste Franchise Agreement ("Agreement"), entered into by and between the Town of Flower Mound, Texas, a home rule municipal corporation of Denton and Tarrant Counties, Texas and Allied Waste Services of Fort Worth, LLC dba Republic Services, effective on October 1, 2016, for the collection and disposal of residential, commercial, and industrial garbage and refuse within the Town of Flower Mound, is hereby amended to impose an extra yardage (EXY) fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection, including a fixed annual increase of 2.6%, and adding a Green Waste Pilot Program, as further detailed in the amended Agreement, attached hereto and incorporated herein as Exhibit "A." The amended Agreement will not be codified, but shall be kept on file in the Town Secretary's Office and is made effective in accordance with this Ordinance.

SECTION 3

Except as amended herein, all other terms, conditions and provisions of the Solid Waste Franchise Agreement, not specifically amended by this Ordinance, shall remain in full force and effect.

SECTION 4

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

SECTION 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.

ORDINANCE NO. _____

SECTION 6

This Ordinance shall be in full force and effect from and after approval upon second reading and the expiration of 30 days following its passage, pursuant to the terms contained herein, 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, ON FIRST READING BY A VOTE OF ____ TO ____, ON THIS THE 5th DAY OF FEBRUARY, 2024.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON SECOND READING BY A VOTE OF ____ TO ____, ON THIS THE 5th DAY OF FEBRUARY, 2024.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT

WHEREAS, on May 16, 2016, the Town Council of the Town of Flower Mound approved that certain Solid Waste Franchise Agreement ("Agreement") by and between the Town of Flower Mound, Texas, a home rule municipal corporation located in Denton and Tarrant Counties, Texas (hereinafter called the "Town") and Allied Waste Services of Fort Worth, LLC dba Republic Services, (hereinafter called the "Contractor") (collectively, Town and Contractor shall be referred in the singular as "Party" or in the plural as "Parties"); and

WHEREAS, Contractor has reported to Town that multiple commercial and industrial customers regularly overfill their solid waste front load containers, creating a safety hazard for Republic's drivers and a nuisance and potential health hazard for the community; and

WHEREAS, Contractor seeks to impose an extra yardage fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection as a disincentive mechanism to the practice of overfilling solid waste front load containers; and

WHEREAS, Town agrees that such fee should be approved and implemented;

WHEREAS, in consideration for the approval of such fee, Contractor agrees to implement a Green Waste Pilot Program, which is further detailed herein, at no cost to the Town; and

WHEREAS, the purpose of the Green Waste Pilot Program is to test the public receptiveness of the program within certain areas of the Town and determine if the program would be of future value to the public; and

WHEREAS, based upon the foregoing, Town and Contractor desire to amend the Contract, as hereinafter set forth.

ORDINANCE NO. _____

NOW THEREFORE, Town and Contractor hereby agree as follows:

1.

Section 4 “Scope and Nature of Operation,” of the Agreement, is hereby amended by adding a new Subsection “F,” which read as follows:

“F. Green Waste Pilot Program: Contractor agrees to complete a pilot program for the collection of Yard/Green Waste (“Program”) during a consecutive 60-day period, which shall commence no later than November 1, 2024; or as otherwise approved by the Town Manager or designee (“Town Manager”). During the 60-day period of the Program, the Contractor will complete one collection route (“Route”) per Residential Collection day (as that service is described in Section 4. A., above), for a total of five (5) Routes, for the collection of Yard/Green Waste. The location of each Route shall be subject to the reasonable review and approval of Town Manager and Contractor; provided, however, in the event the Town Manager and the Contractor cannot agree on the location of the Routes, the Town Manager maintains sole final decision making authority regarding the same. Notwithstanding the foregoing, the Town Manager shall have the exclusive right to terminate the Program at any time. In addition, the Parties agree that the implementation of the Program shall not constitute an election under Section 14 (d) of this Contract.

In furtherance of the Program, Contractor also agrees to:

- (a) Implement and carry out the Program at no cost to the Town or its residents.

- (b) Provide the Town with a minimum of fifteen (15) business days' advance written notice stating the Contractor's intended date to begin the Program.
- (c) Provide sufficient and reasonable advance notice and education to residents within the selected Program Routes. The timing and educational material content shall be developed by the Contractor and shall be subject to final review and approval by the Town Manager prior to public dissemination. The content of the materials may include, but are not limited to:
 - i. Details on how residents may opt in or opt out of the Program,
 - ii. Information on what Yard/Green Waste is,
 - iii. Frequently Asked Questions about Yard/Green Waste,
 - iv. Educational information regarding the benefits of a Green Waste Program, and
 - v. Town and Contractor contact information.
- (d) Transport all Yard/Green Waste collected to the Living Earth recycling facility located in Flower Mound, Texas, unless the Living Earth recycling facility refuses to accept such Waste, and in such event, to a facility mutually agreeable to Contractor and Town Manager.
- (e) Provide participation data to the Town within 60 calendar days of completion of the Program. The participation data shall be subject to the reasonable review and approval of Town Manager and Contractor; provided, however, the Town Manager maintains the sole discretion in determining which participation data shall be provided.

ORDINANCE NO. _____

- (f) Conduct a survey of Program participants upon completion of the Program. The questions used in the survey, including how the survey is administered, shall be subject to the review and preapproval of the Town Manager.”

2.

Section 22 “Non-Collection Notice and Follow-up,” is hereby amended to add the following language to the end of Subsection “A.”:

“An extra yardage fee of \$45.00 may be charged to commercial and industrial customers that fill their solid waste front load containers to overflowing or leave items outside said containers. Such extra yardage fee will be subject to the fixed 2.6% Price Index increase annually as described in Section 14 “Rates” under subsection (f) ‘Modification of Rates,’ of this Contract.”

3.

Except as specifically amended and modified herein, the Contract shall be, and remain, in full force and effect as originally executed and previously amended, and Town and Contractor do hereby ratify and confirm same.

4.

The amendments to the Contract as set forth hereinabove shall be effective as of March 6, 2024.

Town of Flower Mound

By: _____
James W. Childers, Town Manager

ORDINANCE NO. _____

ATTEST:

Theresa Scott, Town Secretary

Allied Waste Services of Fort Worth,
LLC dba Republic Services

By: _____
Craig Mikolajchak, General Manager

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of _____ and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:



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

DATE: February 5, 2024
FROM: Poornima Kashyap, Planning Manager
ITEM: **Public Hearing to consider an ordinance for rezoning (MU23-0003 – Lakeside DFW MU-TEN & MU-C(3) Material Text Amendment) to amend Mixed Use District-1 (MU-1) to amend the Architecture and Building Standards, specifically Section 7.1 B. Materials, for the MU-TEN and MU-C(3) subzones in the Lakeside DFW (Lakeside Village) Development Code. The property is generally located south of Edgemere Road and west of International Parkway. (PZ recommended approval by a vote of 5 to 1 at its January 22, 2024, meeting.)**

BACKGROUND:

- Subzones Impacted – MU-TEN and MU-C3 subzones.
- Modifications: The developer is proposing the following modifications to Section 7 – Architectural and Building Standards:
 1. Painted concrete (precast or cast-in-place concrete), cable rail, and pipe rail be allowed for the exposed façades of the parking garage within MZ-2.
 2. Cable rail fence be allowed as a temporary fence to secure the top level of the parking garage.
 3. Aluminum Composite Metal (ACM) and Glass Fiber Reinforced Concrete (GFRC) be allowed as secondary building materials within the MU-TEN (MZ-1 to MZ-5) and MU-C3 subzones not to exceed 20% on each facade. However, after the Planning and Zoning Commission meeting, the applicant amended their request to increase the percentage of ACM to 25% per facade.
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission recommended approval at its January 22, 2024, meeting with certain modifications to the proposed amendment which eliminated the applicant's request to allow the use of cable rails for exposed facades on the below ground portion of the parking garage (see change below).

- Painted concrete (precast or cast-in-place concrete) and pipe rail be allowed for the exposed façades of the parking garage within MZ-2.

This language is reflected in the attached ordinance. The recommended change does not impact the applicant's ability to use cable rail temporarily on the top level of the parking garage.

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.

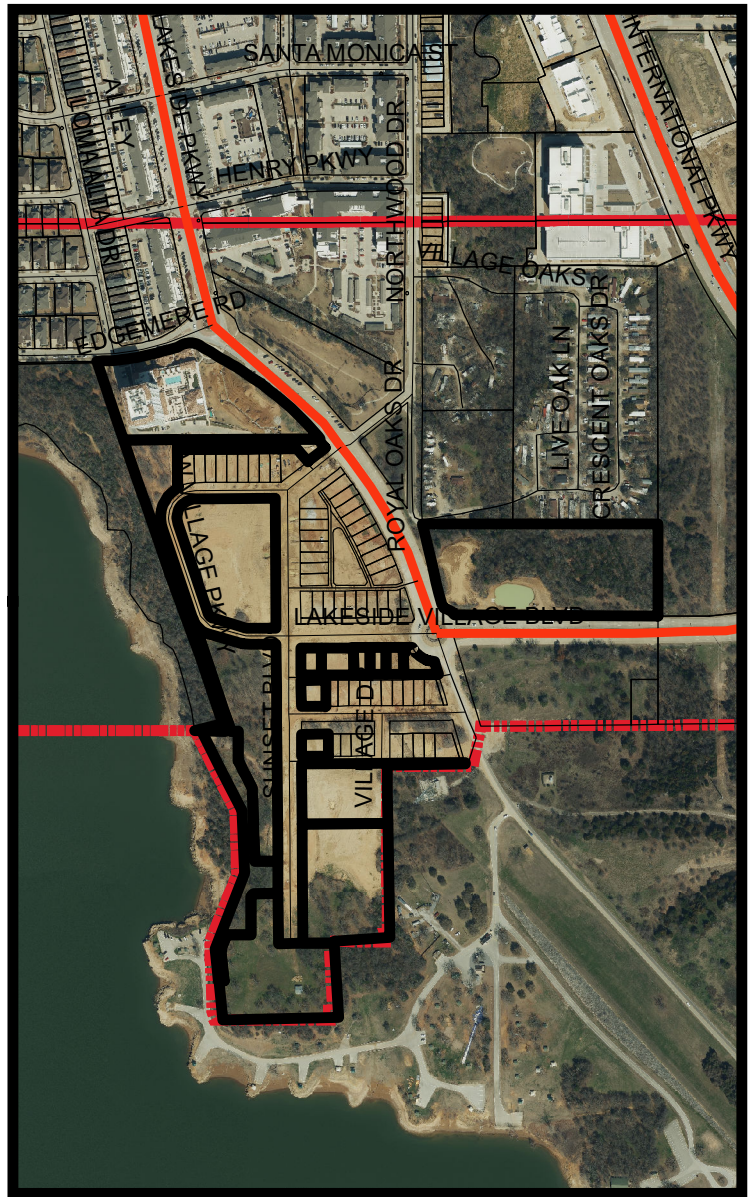
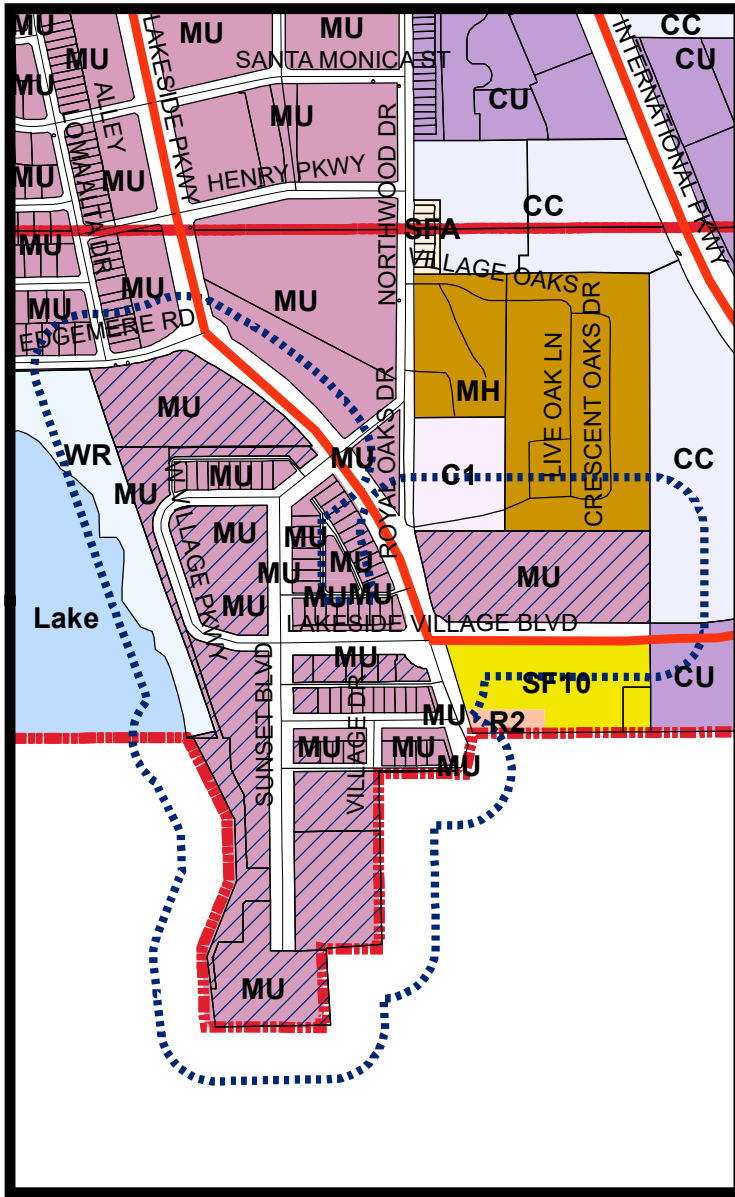
ATTACHMENTS:

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

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

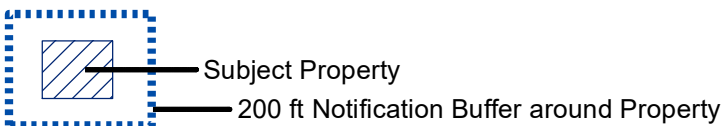
Vicinity Map

MU23-0003: Lakeside Village Text Amendment



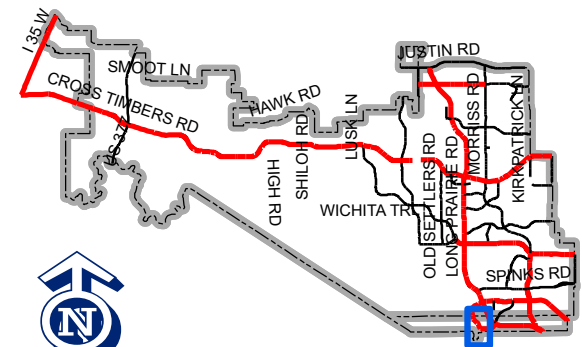
LEGEND

	Campus Commercial		*Combined Uses-See Ordinance		Commercial 1		Lake		Mixed Use
	Mobile Home		Retail 2		Single Family 10		Water Recreation		



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.



0 500 1,000 2,000 Feet

Map Location

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 63-12, 12-13, 14-15, 58-15, 03-17, AND 09-18, WHICH ESTABLISHED AND LATER AMENDED MIXED USE DISTRICT-1 (MU-1), ALSO KNOWN AS THE LAKESIDE DFW MIXED USE DEVELOPMENT, BY AMENDING SUBSECTION B, "MATERIALS," OF SUBSECTION 7.1, "BUILDING FACADES," OF SECTION 7, "ARCHITECTURE AND BUILDING STANDARDS," OF EXHIBIT "B," "LAKESIDE DFW DEVELOPMENT CODE AMENDED," OF ORDINANCE NO. 09-18 TO MODIFY DEVELOPMENT STANDARDS APPLICABLE TO MU-TEN AND MU-C(3) SUBZONES; 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 the MU-TEN and MU-C(3) subzones within the Lakeside DFW Mixed Use Development, as more fully depicted on the attached Exhibit "A," have filed an application to amend the zoning regulations for subzones MU-TEN and MU-C(3) within Mixed Use District-1 (MU-1) by revising applicable aesthetic standards for parking garage materials; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on January 22, 2024, and the Town Council of the Town held a public hearing on February 5, 2024, with respect to the proposed zoning amendment as described herein; and,

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

WHEREAS, the Town Council finds that amendment of Ordinance Nos. 63-12, 12-13, 14-15, 58-15, 03-17, and 09-18 as outlined herein is in the best interest of the Town

and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

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

The MU-TEN and MU-C(3) subzones within Mixed Use District-1 (MU-1), the Lakeside DFW Mixed Use Development, as more fully depicted on the attached Exhibit "A".

Subsection B, "Materials," of Section 7.1, "Building Facades," of Section 7, "Architecture and Building Standards," of Exhibit "B," "Lakeside DFW Development Code Amended," of Ordinance No. 19-18 is hereby amended to read as follows:

"B. MATERIALS

1. Unrestricted Materials: These materials may be used without limits for walls in 'A' or 'B' Facades: Brick, Stone, Stucco, Cast Stone, Ceramic Tile. Exceptions: in Subzones MU-TEN and MU-C(3), Exterior Insulation and Finishing System (EIFS) shall be an Unrestricted Material for the 2nd floor and above excluding the ground floor.

i. For microzone MZ-2 only, the following restrictions apply:

- a. Painted concrete (cast-in-place or pre-cast), or a combination of painted concrete and pipe rail fence, shall be allowed on any exposed façade parking garage walls that do not face or front to a public right-of-way or public parking areas. When pipe rail is used in combination with painted concrete, the minimum height of the concrete wall shall be 33" with a minimum 9" pipe rail on top.
- b. The east, south, and west boundaries of the street-level parking garage shall be secured with cable rail fence in the interim until such time as the first non-residential building develops on top of the parking garage. Prior to the issuance of a Certificate of Occupancy (CO) for the first non-residential building constructed on top of the garage, any street-level cable rail fence shall be replaced with any of the following types of fence: a minimum 42" tall wrought iron fence, a

minimum 42" tall glass fence, or a combination of minimum 33" concrete wall with pipe rail on top for a total of 42" tall fence. No fence shall be required in areas where the final grade is at street level.

2. Limited Façade Materials: The following materials may be used on up to 20% of 'A' Facades and 80% of 'B' Facades: concrete masonry units, EIFS, metal panel siding, or hardi-plank clapboard siding. EIFS may be used on the second floor and above. Exception: within MU-TEN and MU-C(3), ACM (Aluminum Composite Metal) and/or GFRC (Glass Fiber Reinforced Concrete) may be used on up to 20% of 'A' and 'B' Facades.

* * *

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. 63-12, 12-13, 14-15, 58-15, 03-17, and 09-18; the Lakeside DFW Development Code; 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 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 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 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 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 5TH DAY OF FEBRUARY, 2024.

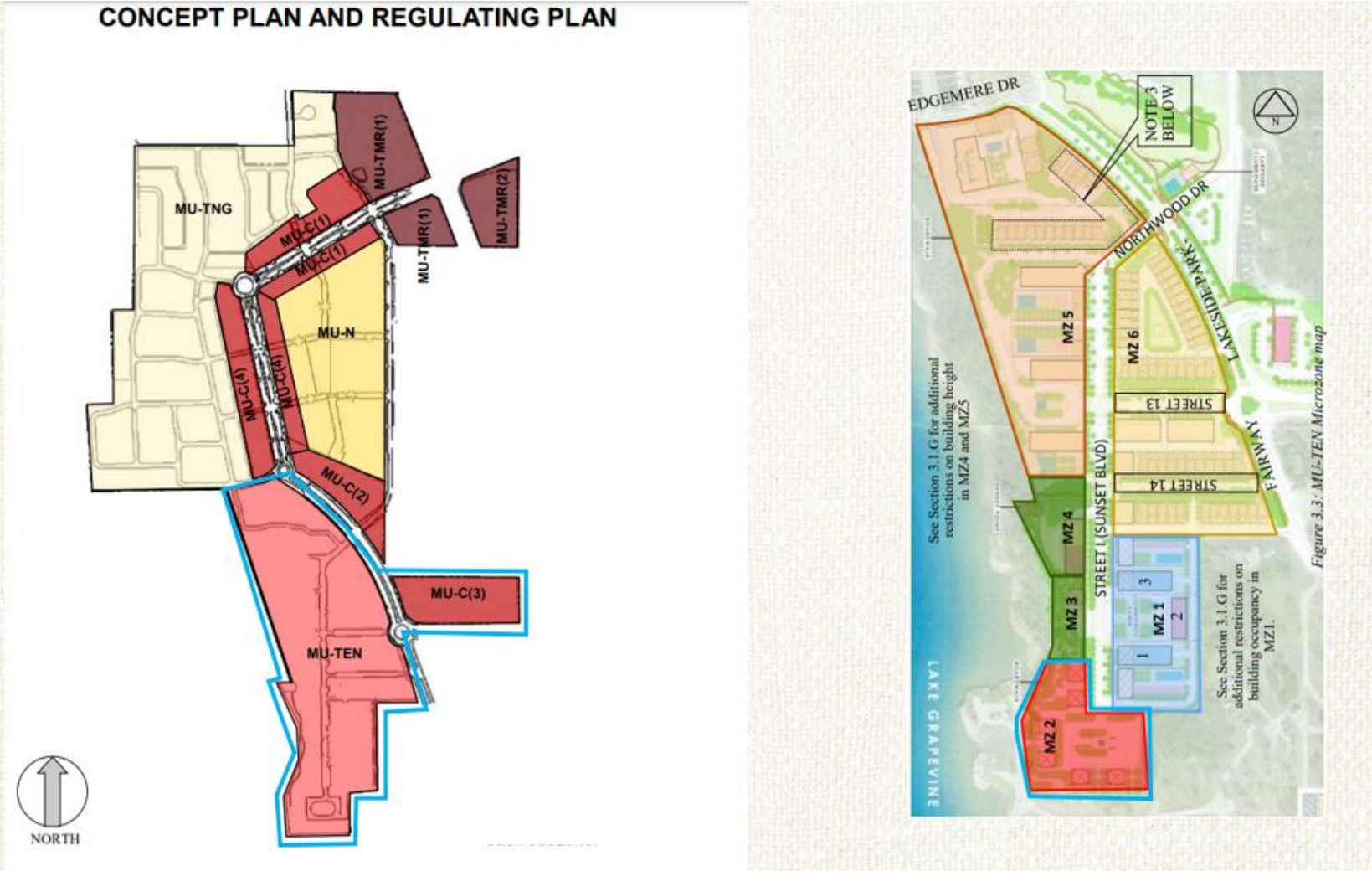
APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"





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

DATE: February 5, 2024
FROM: Matthew Hotelling, Assistant Director of Public Works/Transportation
ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA23-0007 – Kirkpatrick Lane) to amend Section 7.0, Thoroughfare Plan, by changing the designation of Kirkpatrick Lane between Everett Drive and Garden Ridge Boulevard. (Planning and Zoning Commission recommended approval of Option 3 by a vote of 6 to 0 at its January 22, 2024, meeting. Transportation Commission recommended approval of Option 3 by a vote of 3 to 1 at its November 14, 2023, meeting.)**

BACKGROUND: This application was presented to the Planning and Zoning Commission (P&Z) on January 22, 2024. The plan presented as part of this item incorporates the P&Z and Transportation Commission (TRC) recommendation. This application was presented to the TRC at its November 14, 2023, meeting. The Thoroughfare Plan does not display local streets. Both commissions were provided with 4 different options for Kirkpatrick. Those options were:

1. Status quo. Keep Kirkpatrick as is on the Thoroughfare Plan (Urban Minor Arterial). Request for a recommendation on the Kirkpatrick III project, if chosen.
2. Keep Kirkpatrick as is except in the area of the Kirkpatrick III bridge, which would be reduced down to 2 lanes. Request for a recommendation on the Kirkpatrick III project, if chosen.
3. Remove the section of Kirkpatrick III completely. Change the classification of the remaining sections of Kirkpatrick between both Everett Drive and Spanish Oak; and between Blue Sky Lane and Garden Ridge Boulevard to an Urban Collector. Remove the Kirkpatrick and Garden Ridge Boulevard Traffic Signal from the Capital Improvement Program (CIP). Recommend a street name change be sent to the Transportation Commission for consideration for the eastern section of Kirkpatrick Lane, if approved.
4. Same as option 3 except continue the Urban Collector classification from Everett Drive to Cross Timbers Road (FM 1171).

Each of these options could include the removing of the stub out of Orion Court that was originally planned to connect to Kirkpatrick Lane.

The Town's transportation modeling consultant, Kimley Horn and Associates (KHA), performed an analysis as to the amount of traffic that would use this connection if it was made. The response from KHA was less than 5,000 vehicles per day (vpd). The current volume just south of FM 1171 is approximately 3,100 vpd. For comparison, College Parkway near Morriss Road is approximately 4,000 vpd.

BOARD REVIEW/CITIZEN FEEDBACK: Citizens at the TRC meeting were against the Kirkpatrick III project. One citizen after the TRC meeting turned in correspondence that they were now in favor of the project. The TRC recommended option 3 (Remove the section between Spanish Oak and Blue Sky completely and change the classification of Kirkpatrick Lane between Everett and Spanish Oak;

and between Blue Sky and Garden Ridge to an Urban Collector.) Recommend a street name change of Kirkpatrick Lane between Blue Sky and Garden Ridge, if approved. Added the recommendation to remove the Orion Court stub out and replace the wall. The vote was 3 to 1 (as 2 members with a conflict of interest).

Citizens at the P&Z meeting were in support of Option 3 and are opposed to any Kirkpatrick III project. The P&Z recommended option 3 to include removing the stub out on Orion Court and replacing the screening wall and recommended a street name change for the eastern end of Kirkpatrick Lane by a vote of 6 to 0. There was a lot of discussion on the environmental impact if the Kirkpatrick III project was to take place.

ALTERNATIVES: Any of the 4 options could serve as an alternative.

FISCAL IMPACT: N/A

N/A

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

ATTACHMENTS:

1. Current Thoroughfare Plan 04/03/2023
2. Draft Ordinance MPA23-0007
3. Proposed TPA Kirkpatrick

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

TOWN OF FLOWER MOUND THOROUGHFARE PLAN



0 1,500 3,000 6,000
Scale in Feet

Kimley»Horn

April 3, 2023

Functional Street Classifications

- Roundabout
- Diamond Interchange
- Grade Separation
- Major Arterial
- Greenway Urban Arterial
- Greenway Rural Arterial
- Urban Minor Arterial w/Bike Lane
- Urban Minor Arterial w/On-Street Parking
- Urban Minor Arterial
- Urban Minor Arterial Undivided
- Urban Collector
- Rural Collector
- Service Road
- MU - Arterial
- MU - Collector
- MU - Couplet
- MU - Dam Road



TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, BY AMENDING SECTION 7.0, "THOROUGHFARE PLAN", BY CHANGING THE DESIGNATION OF KIRKPATRICK LANE FROM EVERETT DRIVE TO GARDEN RIDGE BOULEVARD AS DEPICTED IN EXHIBIT A;; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on March 19, 2001, the Town Council of the Town of Flower Mound adopted all nineteen component plans specifically including the Land Use Plan, together with all amendments thereto, by Ordinance No. 24-01 as a component to Flower Mound Master Plan 2001; and

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

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on January 22, 2024, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 5, 2024, with respect to the Master Plan Amendment described herein and to consider the adoption of the updated Section 7.0 "Thoroughfare Plan" as components of the Master Plan; and

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of the Master Plan Amendment described herein; and

WHEREAS, 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 and of all testimony and information submitted during said public hearings, the Town Council of the Town of Flower Mound, Texas, has determined that it is in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town of Flower Mound that Section 7.0 Thoroughfare Plan of the

Master Plan of the Town of Flower Mound, Texas, be amended as more particularly set forth herein.

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

SECTION 1

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

SECTION 2

The Master Thoroughfare Plan Map component in Section 7.0 of the Master Plan of the Town of Flower Mound, Texas, is hereby amended as described below:

- Kirkpatrick Lane from Spanish Oak Drive to Blue Sky Lane has been removed from the Thoroughfare Plan Map in its entirety.
- Kirkpatrick Lane between Everett Drive and Spanish Oak Drive has changed classifications from an Urban Minor Arterial to an Urban Collector.
- Kirkpatrick Lane between Blue Sky Lane and Garden Ridge Boulevard has changed classifications from an Urban Minor Arterial to an Urban Collector.

The remainder of the Master Thoroughfare Plan Map component of the Master plan is not amended hereby, and remains in full force and effect.

SECTION 3

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

SECTION 4

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

incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 5

This Ordinance shall take effect and be in full force from and after its passage, 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 5TH DAY OF FEBRUARY, 2024.

APPROVED:

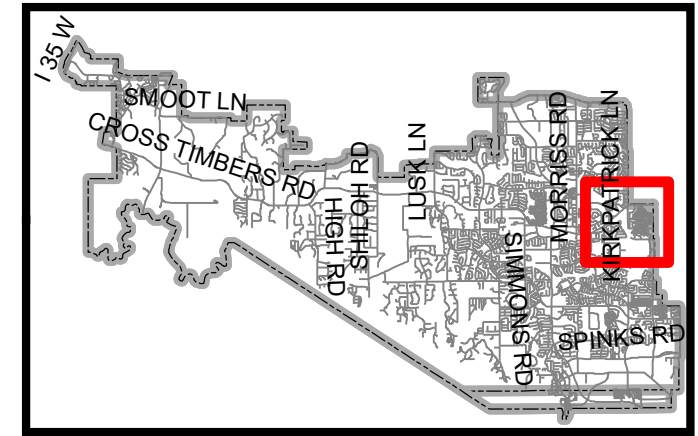
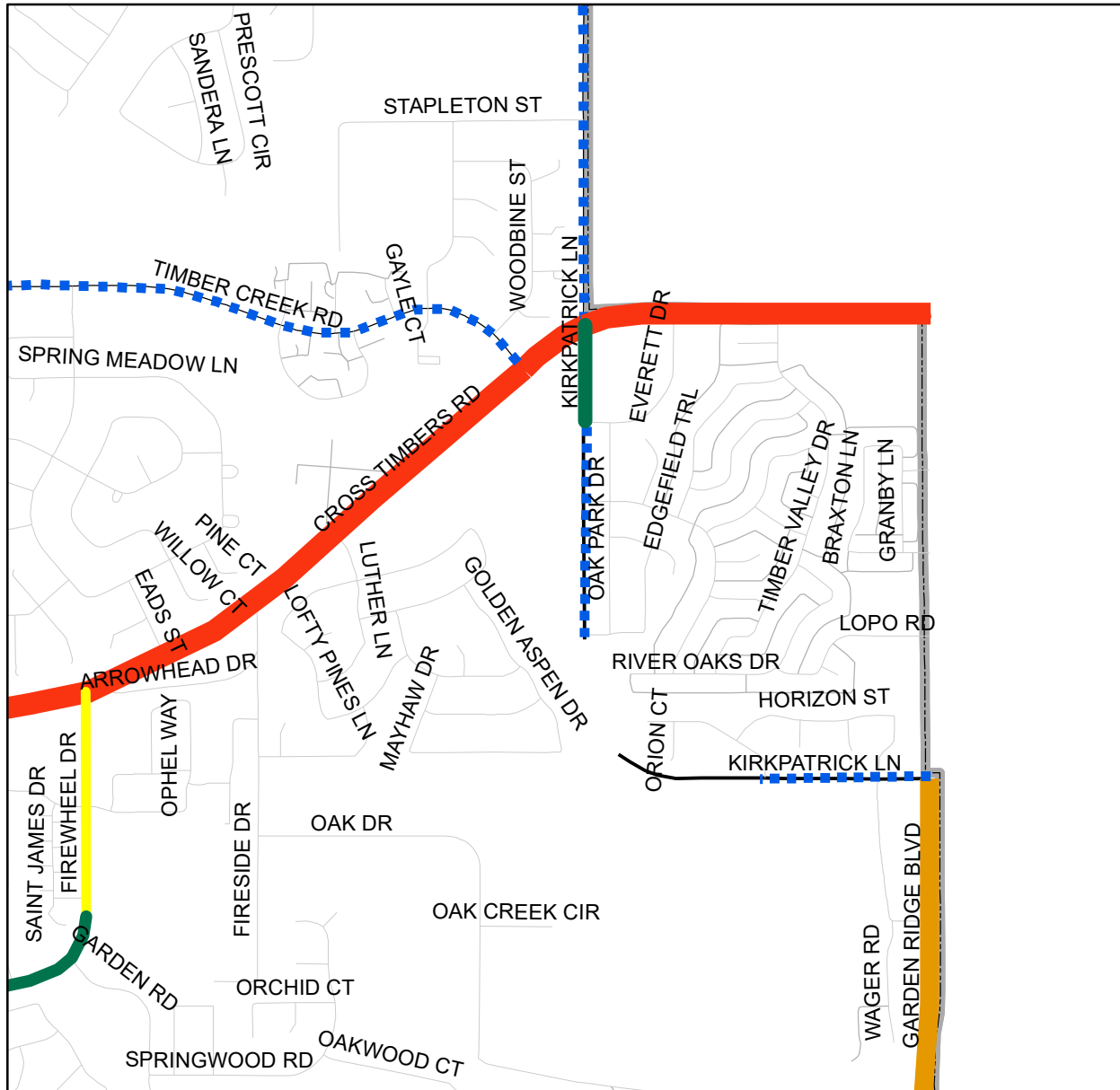
Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Proposed Thoroughfare Plan Changes - Kirkpatrick Lane

N



Legend

Proposed Classification

Urban Collector

Urban Minor Arterial

Current Thoroughfare Plan

Major Arterial

Greenway Urban Arterial

Urban Minor Arterial

Urban Minor Arterial - Undivided

Urban Collector



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

DATE: February 5, 2024
FROM: Theresa Scott, Town Secretary
ITEM: **Discuss and consider proposed Charter Amendments and adopt an ordinance ordering a special election for May 4, 2024, to amend the Home Rule Charter of the Town of Flower Mound; designate the propositions and manner of holding such election; and provide for the posting and publication of notice.**

BACKGROUND: This item allows for Council action to be taken on proposed Charter amendments to call a Charter election on May 4, 2024.

A Charter Review Commission (CRC) was appointed on August 7, 2023, and they met five times between that date and November 8, 2023. All meetings were open to the public and included a public comment opportunity. The CRC presented its recommendations at the December 4, 2023, Town Council Meeting. There was Council discussion about proposed amendments on December 4, 2023; December 18, 2023, and January 16, 2024.

The attached draft ordinance includes six proposed amendments for voter consideration on May 4, 2024.

Per state law, a Charter can only be amended every 2 years, unless all items on the ballot fail.

BOARD REVIEW/CITIZEN FEEDBACK: The Charter Review Commission presented recommendations at the December 4, 2023 Town Council meeting.

ALTERNATIVES: Do not call a charter election. There is no legal requirement to amend the Charter, only that it be reviewed every 5 years.

FISCAL IMPACT: \$850 total

Proposed Expenditure/(Revenue)	Account Number(s):
\$50 - additional programming cost - Elections administration	100-610-10300-5110
\$400 - language translation services	
\$400 - newspaper publication costs	100-610-10300-5040

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

ATTACHMENTS:

1. Ord Calling Charter Election

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. __24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING A SPECIAL ELECTION TO BE HELD ON MAY 4, 2024, FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VOTERS; PROVIDING AN ESTIMATE OF ANTICIPATED FISCAL IMPACT; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 9.004 of the Local Government Code allows for Charter Amendments to be submitted to the qualified voters of a home rule municipality; and,

WHEREAS, it is the desire of the Town Council to call a special election to submit proposed amendments to the Town Charter to the voters in accordance with Section 9.004 of the Local Government Code; and,

WHEREAS, Section 9.004(b) of the Local Government Code requires the election to be held on a uniform election date; and,

WHEREAS, Section 41.001 of the Election Code establishes the first Saturday in May as a uniform election date, and the Town Council has determined that date sufficient in time to comply with the requirements of the law;

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

**SECTION 1
CHARTER AMENDMENT ELECTION CALLED**

The Town Council does hereby, on its own motion, order a special election to submit to the voters of the Town of Flower Mound proposed amendments to the Town Charter. The proposed amendments to the Town Charter are set forth in Exhibit "A" attached to this ordinance and incorporated herein for all purposes and are hereby approved by the Town Council for submission to the voters. The election shall be conducted according to the laws of the State of Texas, and shall be held on Saturday, May 4, 2024, from 7:00 a.m. to 7:00 p.m.

**SECTION 2
BALLOT**

The official ballots for the election shall be prepared in accordance with the Election Code so as to permit the electors to vote "Yes" or "No" on the propositions, with the ballots to contain such provisions, markings, and language as required by law, and with the propositions to be expressed substantially as set forth in Exhibit "B" attached to this ordinance and incorporated herein for all purposes."

SECTION 3 POLLING PLACES

Voting shall be conducted on Election Day between the hours of 7:00 a.m. and 7:00 p.m. at the following voting places:

Election Day Polling Location

Polling Place
Denton County: Flower Mound Community Activity Center (Chill Zone), 1200 Gerault Rd, Flower Mound
Flower Mound Senior Center (Ballroom C), 2701 W Windsor Dr, Flower Mound
Tarrant County: Grapevine Public Library, 1201 Municipal Way Grapevine, 76051

The above locations are subject to change per the Denton or Tarrant County agreements.

SECTION 4 AGREEMENT WITH TARRANT AND DENTON COUNTIES

Prior to the election, the Town anticipates that it will enter into contract agreement for election services with Denton and Tarrant Counties. The Mayor is hereby authorized to execute contract agreements (the "Agreements") with Denton and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Texas Election Code and offer applicable statutes and laws. In the event of a conflict with this Ordinance and the Agreements, the Agreements shall control.

SECTION 5 APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES

Election judges for the election shall be appointed by Denton County and Tarrant County respectively as authorized by Chapter 271, of the Texas Election Code.

SECTION 6 ELECTION OFFICERS

Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The presiding judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The election judge, or the alternative election judge, in the absence of the election judge, and the election clerks shall constitute the early voting ballot board to process early voting results from the election. The election judge, and alternate election judge, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 7 EARLY VOTING

- (a) **EARLY VOTING - DENTON COUNTY:** The Denton County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Agreement.

Early Voting by personal appearance shall be conducted beginning on April 22, 2024, and continuing through April 30, 2024, at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas 76208 on the following days and times:

Date	Time
April 22 – April 27 (Monday – Saturday)	8:00 a.m. – 5:00 p.m.
April 28 (Sunday)	11:00 a.m. – 5:00 p.m.
April 29 – April 30 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the Denton Agreement. If there is any discrepancy between this Ordinance and the Agreement as to early voting locations or times, the Agreement shall control.

- (b) **EARLY VOTING - TARRANT COUNTY:** The Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement.

Early Voting by personal appearance shall be conducted beginning on April 22, 2024, and continuing through April 30, 2024, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas 76111 on the following days and times:

Date	Time
April 22 – 26 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 27 (Saturday)	7:00 a.m. – 7:00 p.m.
April 28 (Sunday)	10:00 a.m. – 4:00 p.m.
April 29 – 30 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Any eligible Tarrant County registered voter may cast their vote at any additional early voting location throughout Tarrant County as established by the Tarrant Agreement. If there is any discrepancy between this Ordinance and the Agreement as to early voting locations or times, the Agreement shall control.

- (c) **VOTING BY MAIL – DENTON AND TARRANT COUNTY:** Applications for early voting by mail may be delivered to:

Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Denton County may be delivered to the:

Early Voting Clerk

P.O. Box 1720, Denton Texas 76202

Phone: 940.349.3200 - Fax: 940.349.3201

Email: elections@dentoncounty.com

Website: www.votedenton.gov

to be received not later than the close of business on April 23, 2024.

Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Tarrant County may be delivered to the:

Early Voting Clerk

2700 Premier Street, Fort Worth, Texas 76111

Phone: 817.831.8683 - Fax: 817.831.6118

Email: votebymail@tarrantcounty.com

Website: www.tarrantcountytx.gov,

to be received not later than the close of business on April 23, 2024.

The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

SECTION 8 METHOD OF VOTING

Denton County:

Voting in Denton County shall be conducted using Denton County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

Tarrant County:

Voting in Tarrant County by personal appearance shall be conducted using Tarrant County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

SECTION 9 FISCAL IMPACT

It is estimated that there will be a Town savings in the amount of \$1,500 annually for the proposed Charter amendment regarding removing the ordinance caption newspaper publication requirement.

SECTION 10 SEVERABILITY CLAUSE

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and section of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid

judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 11 NOTICE

(a) Notice of the election shall be published in accordance with Chapter 4 of the Election Code.

(b) Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice of the election shall be published in a newspaper of general circulation in Flower Mound on the same day, in each of two consecutive weeks, with the first publication occurring before the 14th day before the Election Day. The notice shall contain a substantial copy of the proposed amendments and shall include an estimate of the anticipated fiscal impact to the Town if the amendments are approved.

SECTION 12 EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after approval.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF __ TO __, ON THIS THE 5TH DAY OF
FEBRUARY, 2024.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

EXHIBIT "A"
PROPOSED FLOWER MOUND
CHARTER AMENDMENTS**§ 3.01. - Number, Selection, Term.**

The Council shall consist of six members, a Mayor and five (5) Councilpersons, elected from the Town at large, by place or position, in the manner provided in Article V, for a term established below or until their successors have been elected and take office as provided in Article V.

Upon expiration of the terms of the current Mayor and Councilpersons, their successors shall be elected for a term of (3) years. ~~terms as follows:~~

~~The Mayor and Council members Place 4 shall be elected for a term of three (3) years at the 2018 general election and for three (3) year terms thereafter. Place 2 shall be elected for a term of two (2) years at the 2018 general election and for three (3) year terms thereafter.~~

~~Place 5 shall be elected for a term of three (3) years at the 2017 general election, and for three (3) year terms thereafter. Place 1 and Place 3 shall be elected for a term of two (2) years at the 2017 general election, and for three (3) year terms thereafter.~~

§ 3.03.1. - Vacancies.

- (a) In the event a vacancy occurs in the office of Mayor or Councilperson, the vacancy shall be filled in accordance with this section.
- (b) Except as provided herein, a vacancy on the Town Council for an office with a three-year term must be filled by a special election held in accordance with the requirements of the Texas Constitution. In the event a vacancy occurs on the Council for an unexpired term of twelve (12) months or less the Council may call a special election to fill the vacancy, or by majority vote of the Council, appoint a replacement to fill the vacancy.
- (c) The office of Mayor or Councilperson shall become vacant upon death, resignation or removal from office in any manner authorized by law or by this Charter.

~~(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.~~

§ 3.05. - Mayor.

The Mayor shall preside over the meetings of the Council and perform such other duties consistent with the office as may be imposed by this Charter and by ordinances and resolutions passed in pursuance thereof. The Mayor may participate in the discussion of all matters coming before the Council and shall have a casting vote in case of a tie vote. The Mayor shall sign, after authorization by the Council, all contracts, conveyances made or entered into by the Town and all bonds, warrants and any other obligations issued under the provisions of this Charter, in the manner prescribed in the ordinance authorizing the signing of any such obligation. The Mayor may delegate to the Town Manager the authority to sign all contracts not to exceed ~~Fifteen Fifty~~ Thousand Dollars (\$~~1505~~,000.00), or any such lesser amount as may be approved by the Town Council. The Mayor shall be recognized as the official head of the Town by the courts for the purpose of serving civil process, by the Governor for the purpose of enforcing military law, and for all ceremonial purposes.

§ 3.07. - Powers of the Council.

All powers of the Town and the determination of all matters of policy shall be vested in the Town Council. Without limitation of the foregoing and among the other powers that may be exercised by the Town Council, the following are hereby enumerated for greater certainty:

- (a) Appoint and remove a Town Manager as hereinafter provided;
- (b) Establish, create, consolidate, or abolish administrative departments and distribute the work of divisions;
- (c) Adopt the budget of the Town;
- (d) Authorize the issuance and sale of bonds by a bond ordinance;
- (e) Inquire into the conduct of any office, department or agency of the Town and make investigations as to municipal affairs;
- (f) Provide for such additional boards and commissions, not otherwise provided for in this Charter, as may be deemed necessary, and appoint the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by Town ordinance, or by State law;

- (g) Adopt and modify the zoning plan, and a building code, including electrical and plumbing codes, of and for the Town; and to require building permits;
- (h) Adopt and modify the official map of the Town. (The official map is and shall be maintained by the Town Secretary, in the Town Hall in the Town of Flower Mound, Texas);
- (i) Adopt, modify and carry out plans proposed by the Town Planning and Zoning Commission for the clearance of slum districts and rehabilitation of blighted areas;
- (j) Adopt, modify and carry out plans proposed by the Town Planning and Zoning Commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole or in part by disaster;
- (k) Regulate, license and set the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the Town;
- (l) Provide for the establishment and designation of fire limits, and prescribe the kind and character of buildings or structures or improvements to be erected therein; and provide for the erection of fireproof buildings within said limits; and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard, and prescribe the manner of their removal or destruction, within said limits;
- (m) Determine the salaries and compensation of the Town officers and employees and set up qualifications, rules and standards of and for employees for the Town;
- (n) Provide for a sanitary sewer and water system, and require property owners to connect their premises with sewer system and provide the penalties for failure to make sanitary sewer connections;
- (o) Provide for sanitary garbage disposal, and set fees and charges therefor, and provide penalties for failure to pay such fees and charges. To define nuisances and to prohibit same, and provide penalties for violations;
- (p) Provide for all necessary public utilities and set fees and charges therefor and provide penalties for misuses of same;
- (q) Exercise exclusive dominion, control and jurisdiction (including the right to close and abandon streets and alleys) in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the Town; and provide for the improvement of same as provided in V.T.C.A. Transportation Code, Chapter 313, as now or hereafter amended;
- (r) Address and settle any and all claims, demands, and lawsuits, of every kind and character, in favor of, or against, the Town of Flower Mound;

- (s) To require bonds, both special and general, of all contractors and others constructing or building for the Town, and set up standards, rules and regulations therefor;
- (t) To pass ordinances defining and prohibiting misdemeanors and vagrancy and provide penalties for violations;
- (u) To provide and/or arrange for any and all civil defense measures and public shelter measures for the Town of Flower Mound, Texas, and for the citizens thereof, deemed necessary for the public welfare;
- (v) To exercise, or delegate to the Mayor, extraordinary and total executive powers on a temporary basis during the existence and duration of any major public disaster, for the public welfare;
- (w) To name and designate an Official Newspaper for the Town of Flower Mound, Texas and cause ordinance captions to be published on the Town website, in the minutes, and in the Code of Ordinances, Town of Flower Mound, Texas, as applicable, except when required by state law to be published in a newspaper. and to cause only the caption of duly enacted ordinances to be published except as provided otherwise by law.

§ 4.02. - Town Manager—Appointment and Qualifications.

The Council by majority vote shall appoint a Town Manager. The method of selection shall be left to the discretion of the Council so long as the method ensures orderly, nonpartisan action toward securing a competent and qualified person to fill the position. The Town Manager shall be chosen solely upon the basis of the person's executive and administrative training, experience and ability. 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, unless a 1 year extension is granted by the Town Council, reside within Flower Mound during the balance of the tenure of his or her appointment.

§ 7.17. - Election Required for Certain Public-Private Partnerships.

Prior to the commitment of any Town funds in a public-private partnership for an economic development project, other than for the construction or maintenance of public improvements, in which the Town has either a joint ownership interest or enters into a lease of Town property in excess of one (1) year, and which public-private partnership provides an economic benefit to a private party, the Town Council, following debate and discussion of the public-private partnership, shall may by a vote of at least three-fourths (3/4) of the membership approve said partnership. Following vote of the Town Council to approve said partnership, the Town Council shall call a special election to allow the qualified voters of the Town to approve or reject said commitment of Town funds. The ballot used when voting upon said partnership shall contain the words "For" and "Against" (stating the nature of the public-private partnership). If a majority of the qualified voters voting on the proposed partnership shall vote in favor thereof, such public-private partnership shall be approved.

§ 9.10. - Effective Date of Budget; Certification of Copies; Copies Made Available.

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, the County Clerk of Tarrant County, and the State Comptroller of Public Accounts at Austin. The final budget shall be printed or otherwise reproduced and copies shall be made available for the use of all offices, departments and agencies and for the use of interested persons and organizations.

EXHIBIT "B"
BALLOT LANGUAGE

PROPOSITION A – Two-Year Terms References

Shall Section 3.01 and 3.03.1-(d) of the Flower Mound Home Rule Charter be amended to remove all previous references to two year terms given three year terms are currently in place?

PROPOSITION B – Contract Signing Amount Change

Shall Section 3.05 of the Flower Mound Home Rule Charter be amended to increase the amount that the Mayor may authorize the Town Manager to sign for contracts from not to exceed Fifteen Thousand Dollars (\$15,000) to not to exceed Fifty Thousand Dollars (\$50,000)?

PROPOSITION C – Ordinance Caption Publication

Shall Section 3.07(w) of the Flower Mound Home Rule Charter be amended to require ordinance captions be published on the Town's website, included in the Town Council minutes, and the Code of Ordinances, Town of Flower Mound, Texas, as applicable, instead of being published in the newspaper except when required by state law?

PROPOSITION D – Town Manager Residency

Shall Section 4.02 of the Flower Mound Home Rule Charter be amended to allow the Town Council to grant a one (1) year extension to the current not to exceed six (6) months' time frame in which the Town Manager must establish town residency from the time of their appointment?

PROPOSITION E – Public-Private

Shall Section 7.17 of the Flower Mound Home Rule Charter be amended to require the approval of three-fourths (3/4) of the membership of the Town Council before the Town Council commits public funds for certain public-private partnerships and eliminate the requirements for an election for such expenditures?

PROPOSITION F – Budget Filing - Tarrant County

Shall Section 9.10 of the Flower Mound Home Rule Charter be amended to include filing a copy of the Town budget with the Tarrant County Clerk, in addition to the Denton County Clerk and State Comptroller of Public Accounts at Austin?