

Town Council Regular Meeting



June 17, 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. 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

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members

F. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
4. Debris Pick Up Update

G. 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).

H. COORDINATION OF CALENDARS

1. July 1 - Regular Meeting

I. 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 - 6/3 - Consider approval of the minutes from a regular meeting held June 3, 2024.
2. Purchase Equipment - Parks Dept - Consider the purchase of 4 Groundsmaster mowers, a Pro Force Blower, and an Infield Groomer per the Town of Flower Mound specifications in the amount of \$367,872.26, from Professional Turf Products utilizing the BuyBoard Contract #706-23.
3. Purchase Loader - Parks Dept. - Consider purchase of a Mini Track Loader with a 44" Brushcat, Case Drain, Shutdown Kit, 36" bucket and bolt on cutting edge, 36" root grapple, trencher with chain, 52" angle broom with 10.3 motor, and attachment control kit per the Town of Flower Mound specifications in the amount of \$53,038.27, from Bobcat Equipment Company utilizing the BuyBoard Contract #685-22.
4. Armored Vehicle Purchase- PD - Consider approval of purchasing one (1) Terradyne GURKHA MPV Armored Vehicle built on a Ford 550 chassis with police equipment package as per Town of Flower Mound specifications and vendor estimate from Terradyne Armored Vehicles Inc. for \$326,809.
5. Audit Engagement - Consider approval of the engagement letter with Eide Bailly, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2024, and authorization for the Mayor to execute the same on behalf of the Town.

J. CLOSED MEETING

1. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge, Alternate Judge, and Associate Judge.

K. REGULAR ITEM(S)

1. Certificates of Obligation - Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2024, for the purpose of paying for street, waterworks and sewer system improvements, establishing parameters for the sale and issuance of such bonds,

- delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
2. General Obligation Refunding Bonds - Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2023, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
 3. TPWD Grant Application (Trotter Park) - Public Hearing to consider approval of a resolution authorizing the application of a grant proposal to the Texas Parks and Wildlife Department, for funding assistance for the development of Trotter Park; and authorization for the Mayor to execute same on behalf of the Town.
 4. CSP24-0002 - HTeaO Comprehensive Sign Package - Public Hearing to consider a request for a Comprehensive Sign Package (CSP24-0002- HTeaO Comprehensive Sign Package) to allow a larger wall sign and additional wall signs on the building. The property is generally located south of Cross Timbers Road and west of Morriss Road. (PZ recommended approval by a vote of 5 to 1 at its June 10, 2024, meeting.)
 5. ZPD24-0002 - Oncor Dunham Substation - Public Hearing to consider an ordinance for rezoning (ZPD24-0002 – Oncor Dunham Substation) to amend Planned Development District No. 195 (PD-195) with Single Family Estate (SF-E) uses to modify conceptual plans. The property is generally located south of Dunham Road and east of Haynes Road. (PZ recommended approval by a vote of 6 to 0 at its June 10, 2024, meeting.)
 6. Public Tree Planting and Tree Guides - Presentation and discussion regarding FY 2023-24 Strategic Initiatives 1.2 & 1.3 on Public Tree Planting and Tree Guides.

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, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

1. Blue Ribbon Bond Committee

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 indicated below. 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 below-referenced items.

1. Consultation with Town Attorney.

- a. Furst Ranch Development Agreement
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, fire stations, 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, 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: June 13, 2024, at 3:15 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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

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

Town Council Regular Meeting



June 3, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
Clay Riggs, Director of Public Works
Paul Henley, Fire Chief

B. INVOCATION

Chaplain Cole 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 Moore led the pledges.

D. PUBLIC COMMENT

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

	Speaker name and address	Subject (as written on the form)
1.	Robert Waters, 5109 Saddle Trail	FMYFA (Flower Mound Youth Football Association)
2.	Nicholas Underwood, 5800 Dayflower Dr	ceasefire in Palestine
3.	Juhi Arora, 2812 Spring Hollow Ct, Highland Village	public comments
4.	Aarna Shukla, 3601 Timothy Dr	Teachers appreciation event
5.	Anushka Sharma, 4521 Dealina Dr	Teacher's appreciation event
6.	Patsy Mizeur, 1821 Castle Ct	not indicated
7.	Rob Rawson, 1409 Basil	suit

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Mayor or Councilmembers had announcements regarding:
 - storm debris clean up efforts
 - passing of Grayson Murray and the impact on mental health
 - Canyon Falls Park ribbon cutting
 - La Estancia information on Town's website
 - Elite Chef competition

F. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
4. Storm Response Report
Mr. Childers, Mr. Riggs, or Mr. Henley reported on the Town's response to the recent storm.

G. FUTURE AGENDA ITEM(S)

Mayor Pro Tem Martin requested a future agenda item to discuss TIRZ No. 1 since it's soon to expire. There was Council consensus to do so.

H. COORDINATION OF CALENDARS

Mayor Moore confirmed that all members of Council plan to attend the following meeting.

1. June 17 - Regular Meeting

I. CONSENT ITEM(S)

ACTION: Brian Taylor moved to approve Consent items 1 - 7 as presented in the agenda caption. Chris Drew seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

1. Minutes - 5/14, 5/16, and 5/20 - Consider approval of the minutes from a Special Meeting on May 14, a Special Meeting/Work Session on May 16, and a Regular Meeting on May 20.
2. Pavement Markings Contract - Consider approval to increase the annual contract amount for pavement markings services with Stripe-A-Zone, Inc., from an estimated annual contract amount of \$400,000.00 to an estimated annual contract amount of \$900,000.00, with an estimated fiscal year amount of \$500,000 through a City of Grand Prairie contract.
3. WWTP Effluent Filter Rehab Design PSA - Consider approval of a Professional Services Agreement (PSA) with Ardurra Group, Inc., for the design phase services associated with the Wastewater Treatment Plant Effluent Filter Rehabilitation project, in the amount of \$399,980.00; and authorization for the Mayor to execute same on behalf of the Town.
4. Leonard & Helen Johns Park Master Plan - Consider the approval of a Professional Services Agreement with MHS Planning & Design, LLC for the master planning of Leonard & Helen Johns Park, in the amount of \$75,750.00; and authorization for the Mayor to execute same on behalf of the Town.
5. SIM Elite Chef Fundraiser Event-Alcohol Consumption - Consider approval of the consumption of alcohol at the Flower Mound Senior Center during the 2024 Elite Chef Fundraiser.

6. FASTER Web Core Upgrade - Consider approval of an agreement with FASTER Asset Solutions to upgrade to FASTER Web Core in a one-time amount of \$49,999 and annual maintenance amount of \$17,578.32 for a term of sixty months.
7. NeoGov Subscriptions - Consider approval of an Order Form with NeoGov to purchase additional subscriptions to add to the current services agreement to include Learn, eForms, Laserfiche Integration, CoreHR and Benefits and authorization for the Mayor to execute same on behalf of the Town.

J. BOARDS/COMMISSIONS

1. Conduct interviews for the Planning & Zoning Commission/Capital Improvements Advisory Committee.
Town Council interviewed the following individuals:
 - Ryan Geddie
 - Murthy Mantha
 - Jodi Sealy

K. REGULAR ITEM(S)

1. Development Agreement Townlake Phase 5 & 6 - Consider approval of a Development Agreement with Toll Southwest LLC., for the construction of certain Master Planned Town Roadway, Utility and Park improvements associated with the Townlake Phase 5 & 6 residential development; for \$1,783,578.50 and authorization for the Mayor to execute same on behalf of the Town.

Mr. Riggs gave a presentation identifying or noting:

- background information
- project location
- scope of development agreement
- Walsingham Dr; Scenic Drive improvements
- 12 inch water line and 8 foot trail
- project costs

and he responded to questions regarding:

- trail width

ACTION: Chris Drew moved to approve K.1. as presented in the agenda caption. Brian Taylor seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

2. Helistops - Consider and discuss zoning requirements for helistops and other aircraft-based uses.

Ms. Murphy gave a presentation identifying or noting:

- background information
- town code, including definitions, special conditions, benchmark city definitions, penalties
- code enforcement staff actions
- drones
- considerations (options)

and she, or Mr. Meredith responded to questions or comments from Council regarding:

- current helipad operators
- what other cities do
- areas where helicopters are landing
- regulation options
- enforcement restrictions
- SUP and renewal options to set exceptions (including industrial and recreational zoning districts)
- interest in knowing the frequency of the helicopter landing
- concerns regarding over-regulation
- ag and adjacent properties

Direction provided: Council asked for additional information from staff on the size and location of existing agricultural lots that could permit this use with an SUP and directed staff to revisit potential conditions for this SUP process during the next land use update.

3. Capital Projects-Future debt issuances - Discuss and provide feedback on large capital projects and future debt issuances.

Mr. Childers provided background information and Mr. Zugurski gave a presentation identifying or noting:

- overview

- strategic alignment
- project planning
- new service or change in policy
- strategic shift (long-term financial planning)
- recommended funding source and timing
- Blue Ribbon Committee timing

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

- CO's versus GO's
- timing
- alternative payment options
- possibility of packaging multiple projects at the same time for efficiency reasons
- is there a requirement to have a Blue Ribbon Committee for a project like the Community Activity Center
- scope of work for a Blue Ribbon Committee would look like

There was Council feedback regarding acceptance of forming a Blue Ribbon Bond Committee (BRC), with the mayor and each member of Council selecting 2 people to serve on the BRC, and with a May versus November election preference.

L. CLOSED MEETING

Mayor Moore announced that the Town Council is convening into a closed meeting at 8:22 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge, Alternate Judge, and Associate Judge.
2. Consultation with Town Attorney.
 - a. Furst Ranch Development Agreement
 - b. Regulation of Public Utilities
3. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, fire stations, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.

4. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.

ACTION: For the Planning and Zoning Commission Adam Schiestel moved to appoint:
Todd Bayuk, Place 3
Ryan Geddie, Place 4
Michelle Jackson, Place 8, Alternate
Clare Harris, Place 9, Alternate
and with a term beginning immediately and ending September 30, 2024, for even number places, and September 30, 2025, for odd number places, and with the understanding that each member also serves on the Capital Improvement Advisory Committee and SMARTGrowth Commission. Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

ACTION: For the Board of Adjustment Adam Schiestel moved to appoint:
Chuck Freeny, Place 2
Justin DeFillippo, Place 6, Alternate
and for the terms that coincide with their respective place numbers. Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

5. 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

M. RECONVENE

The Town Council reconvened into an open meeting at 10:26 p.m., to take action or no action on the above items.

N. ADJOURN

Mayor Moore adjourned the meeting at 10:27 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: June 17, 2024
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider the purchase of 4 Groundsmaster mowers, a Pro Force Blower, and an Infield Groomer per the Town of Flower Mound specifications in the amount of \$367,872.26, from Professional Turf Products utilizing the BuyBoard Contract #706-23.**

BACKGROUND: The Park Services Division of the Parks and Recreation Services Department is requesting the purchase of a Toro Grounds Maintenance Equipment Replacement Package. The replacement package includes the following items:

One (1) Groundsmaster 4000 D
One (1)Groundsmaster 3500 D
One (1)Groundsmaster 4300 D
One (1)Groundsmaster 4500 D
One (1)Pro Force Blower
One (1)Infield Groomer

The total cost, including destination fees, for the equipment replacement package per the Town of Flower Mound specifications is \$367,872.26. The Town is proposing to purchase the equipment from Professional Turf Products utilizing their BuyBoard Contract #706-23. The replacement units and the necessary funds were approved during the budget process as part of the Fiscal Year 2023-2024 Vehicle Equipment Replacement Fund.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$367,872.26

Proposed Expenditure/(Revenue)
\$367,872.26

Account Number(s):
565-450-84500-6110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. PO 24633 Professional Turf Products

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 5/31/2024
 Suggested Vendor: Professional Turf Products
 Contact (if known): Joseph Oviedo
 Address (if available): 1010 Industrial Blvd, 76039
 Phone/Fax: 817-785-1900



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$ 95,000	1	Groundsmaster 4000 D or similar - 33000-15	\$ 94,908.33	\$ 94,908.33
VERF	\$ 54,979	1	Groundsmaster 3500D D or similar - 33000-31	\$ 48,296.21	\$ 48,296.21
VERF	\$ 12,100	1	Pro Force Blower 33000-39	\$ 11,216.14	\$ 11,216.14
VERF	\$ 89,823	1	Groundsmaster 4300D D or similar - 33000-44	\$ 81,098.00	\$ 81,098.00
VERF	\$ 39,523	1	Infield Groomer - 33000-45	\$ 35,525.86	\$ 35,525.86
VERF	\$ 105,297	1	Groundsmaster 4500D D or similar - 33000-54	\$ 96,827.72	\$ 96,827.72
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 367,872.26

Name/Phone Ext.: John Havens / 6428

Approved By: 

Unit #(s) to be replaced
 or specify NEW Unit: 33000-15, 31, 39, 44, 45, 54

Spec Name: Toro Grounds Eq. Pkg.

APPROVALS:

Fleet Manager: Billy Sterner

Bid/Solicitation #:

Co-Op/Contract #:

BuyBoard 706-23

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



Professional Turf Products, L.P.
 1010 North Industrial Blvd.
 Euless, Texas 76039
 Professional Turf Products
 (817) 785-1900
 sales@proturf.com



Count on It.



Ship To	Town Of Flower Mound	Date:	5/28/2024
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepted	Tax Rate	
Contact	Billy Sterner	Destination	Included
Address	1101 Duncan Lane, Flower Mound, TX 75068	Trade-In	
		Finance	
Phone	972-874-6431	Account Type	Corp
Email	Billy.sterner@flower-mound.com	QMS: ID	Q159655
Comments:			

Proposal

Qty	Model #	Description	Sale Price
1	08839	Field Pro 6040	
1	08854	Field Pro MultiTool	
1	08756	QAS Drag Mat Carrier System	
1	08757	Steel Drag Mat	
		Field Pro 6040	\$ 35,525.86
1	30609	Groundsmaster 4000-D (T4)	
1	30669	Universal Sunshade, White	
1	44967	MVP Kit 1000 Hour (PX Hydraulic Fluid - September 12, 2018 And Up)	
		Groundsmaster 4000-D (T4)	\$ 94,908.33
1	44552	Pro Force Debris Blower	
		Pro Force Debris Blower	\$ 11,216.14
1	30807	Groundsmaster 3500-D	
		Groundsmaster 3500-D	\$ 48,296.21
1	30879	Groundsmaster 4300	
1	30669	Universal Sunshade, White	
		Groundsmaster 4300	\$ 81,098.00
1	30885	Groundsmaster 4500	
1	30669	Universal Sunshade, White	
		Groundsmaster 4500	\$ 96,827.72
SubTotal			\$ 367,872.26
Destination			Included
Tax (Estimated)			\$ -
TOTAL			\$ 367,872.26

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

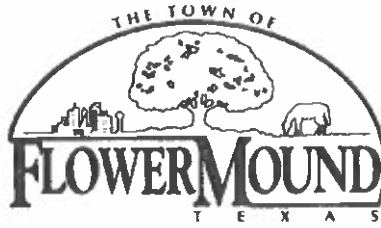
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.



Bid Award Recommendation

Date: 5/29/2024 – VERF – FY 2024

Description: **Toro Grounds Maintenance Equipment Replacement Pkg.**

Qty.: One Package Consisting of 6 Individual Unit Replacements

Replaces: ***The Following 6 PARKS Units: 33000-15 a 2014 Toro GroundsMaster 4000D Mower, 33000-31, a 2016 Toro GroundsMaster 3500D Mower, 33000-39 a 2016 Toro Pro Force Blower, 33000-44, a 2016 Toro GroundMaster 4300D Mower, 33000-45, a 2017 Toro Sand Pro Infield Groomer, and 33000-54, a 2017 Toro GroundsMaster 4500D Mower.***

Bidder: Professional Turf Products, L.P. Joseph Oviedo, oviedo@proturf.com 817-785-1900
Via Professional Turf Products Quote Q159655 Dated 5/28/2024 and BuyBoard Cooperative Contract 706-23

Item: 1 – Toro Field Pro 6040 In Field Groomer, Multi Tool, Drag Mat Carrier System, and Steel Drag Mat.
1 – Toro GroundsMaster 4000D Mower, service kit, and Sunshade.
1 – Toro GroundsMaster 3500D Mower.
1 – Toro Pro Force Debris Blower.
1 – Toro GroundsMaster 4300D Mower and Sunshade.
1 – Toro GroundsMaster 4500D Mower and Sunshade.

Total Cost of Vehicles, Equipment & Installation:

\$367,872.26

It is Fleet Services recommendation to award the bid to **Professional Turf Products, L.P.** in the amount of **\$367,872.26** utilizing the **BuyBoard Cooperative Contract # 706-23.**

Fleet Services Manager

5/29/2024

Date



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

DATE: June 17, 2024
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider purchase of a Mini Track Loader with a 44" Brushcat, Case Drain, Shutdown Kit, 36" bucket and bolt on cutting edge, 36" root grapple, trencher with chain, 52" angle broom with 10.3 motor, and attachment control kit per the Town of Flower Mound specifications in the amount of \$53,038.27, from Bobcat Equipment Company utilizing the BuyBoard Contract #685-22.**

BACKGROUND: The Park Services Division of the Parks and Recreation Services Department is requesting the purchase of a Bobcat MT100 Mini Track Loader. The Bobcat includes the following items:

- One (1) 44" Brushcat
- One (1) Case Drain
- One (1) Shutdown Kit,
- One (1) 36" Bucket & Bolt on Cutting Edge
- One (1) 36" Root Grapple
- One (1) Trencher with chain
- One (1) 52" Angle Broom with 10.3 motor
- One (1) attachment Control Kit

The total cost including destination fees for the Bobcat Mini Track Loader per the Town of Flower Mound specifications is \$53,038.27. The Town is proposing to purchase the equipment from Bobcat Equipment Company utilizing their BuyBoard Contract #685-22.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$53,038.27

Proposed Expenditure/(Revenue)
\$53,038.27

Account Number(s):
378-588-0000-6110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Documents

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 5/29/2024
Suggested Vendor: Bobcat of North Texas
Contact (if known): Todd Lewis
Address (if available): 1302 S Stemmons Fwy
Lewisville, Texas
Phone/Fax: 214-869-6161

Ship/Bill To:
ATTN:
Address:
PO #:
Department Name:

Town of Flower Mound
FLEET SERVICES
1101 Duncan Lane
Flower Mound, TX 75028



G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
378-588-00000-6110	\$ 54,000	1	MT100 Mini Track Loader (M0115)	\$ 53,038.27	\$ 53,038.27
			36" C/I Bucket6731520		-
			36" Root Grapple7493347		-
			Trencher LT113 M7014		-
			52" Angle Broom 57043/ 44" brushcat 7385981		-
			All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights	TOTAL:	\$ 53,038.27

Name/Phone Ext.: John Havens/6428

APPROVALS:

Approved By: 

Fleet Manager: **Bill Sterner**

Unit #(s) to be replaced
or specify NEW Unit: New Unit

Bid/Solicitation #:

Spec Name: qte TL383082

Co-Op/Contract #:

BuyBoard 685-22

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 Quotation
Quotation Number: **TL383082**
Quote Sent Date: 6/03, 2024
Expiration Date: 7/02, 2024

Prepared By
Todd Lewis
Phone: 214-869-6161
Email: tlewis@bobcatofdallas.com

Customer
**TOWN OF FLOWER MOUND 271287 -
FLOWER MOUND - TX
2121 CROSS TIMBERS RD
FLOWER MOUND, TX, 75028-2602**

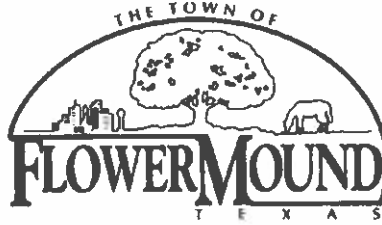
Contact

Dealer
**Bobcat of North Texas - Lewisville,
Lewisville, TX**

Item Name	Item Number	Quantity	Price Each	Total
MT100 Mini Track Loader	M0115	1		\$50,282.77
Standard Equipment:				
25 HP Tier IV Diesel Engine			Lift Arm Support	
Auxiliary Hydraulics			Neutral Start Interlocks	
Attachment Interface Bob-Tach or CII (To accept approved attachments)			Parking Brake	
Built-In Tie Down & Crane/Lift Locations			ISO Pattern Joystick Travel Control	
Continuous Flow Shutoff Lever			Spark Arrestor Muffler	
Hydrostatic Drive Train			Tilt Lockout	
Counterweights - Includes (4) 30 pound weights			Tilt Steering	
Instrumentation:			Storage Cubby	
Hourmeter			Cup Holder	
Engine Temperature & Fuel Gauges			Tracks: Rubber, 7.1 inches Wide	
Voltmeter and Warning Lights			Machine Width 35.6 inches"	
Lift Arm Lockout With Manual Bypass				
Bob-Tach Interface (MT100)	M0115-R02-C01	1		
36" C/I Bucket	6731520	1		
Bolt-On Cutting Edge, 36"	6729042	1		
44" Brushcat (30cc)	7385981	1		
<i>Included: 44" Brushcat (30cc)</i>				
Case Drain Kit	7279903	1		
Shutdown Kit	7348547	1		
36" Root Grapple	7493347	1		
Trencher LT113	M7014	1		
CHAIN 3FT DS CC/4IN	M7014-R01-C03	1		
52" Angle Broom	M7043	1		
Attachment Control Kit, Mini Track Loader (MT55,MT100)	7427838	1		
52" Angle Broom with 10.3 motor	M7043-R02-C01	1		
Total for MT100 Mini Track Loader				\$50,282.77

Quote Total - USD	
Dealer P.D.I.	350.00
Freight Charges	725.00
Destination Charges	773.00
Dealer Assembly Charges	907.50
Quote Total - USD	\$53,038.27

Notes:
BUYUBOARD 685-22



Bid Award Recommendation

Date: 6/6/2024 – ARPA Funds – FY24

Description: **Bobcat MT100 Mini Track Loader W/ Components**

Qty.: 1

Replaces: *NONE, New Fleet Addition – Parks*

Bidder: Bobcat Equipment Company, Todd Lewis, 817-654-2202
tlewis@bobcatofdallas.com via Bobcat Quote TL383082 utilizing BuyBoard
Cooperative Contract 685-22.

Item: Bobcat MT100 Mini Track Loader W/44" Brushcat, Case Drain, & Shutdown Kit,
36" Bucket & Bolt on Cutting Edge, 36" Root Grapple, Trencher W/Chain, 52"
Angle Broom W/10.3 motor, and attachment Control Kit as identified on Quote
TL383082.

Total Cost of Vehicles, Equipment & Installation:

\$53,038.27

It is Fleet Services recommendation to award the bid to **Bobcat Equipment Company** in the
amount of **\$53,038.27** utilizing the **BuyBoard Contract # 685-22**.

Fleet Services Manager

6/6/2024

Date



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

DATE: June 17, 2024

FROM: Jason Hawley, Captain Uniformed Services

ITEM: Consider approval of purchasing one (1) Terradyne GURKHA MPV Armored Vehicle built on a Ford 550 chassis with police equipment package as per Town of Flower Mound specifications and vendor estimate from Terradyne Armored Vehicles Inc. for \$326,809.

BACKGROUND: Consider approval of purchasing one (1) Terradyne GURKHA MPV Armored Vehicle built on a Ford 550 chassis with police equipment package as per Town of Flower Mound specifications and vendor estimate from Terradyne Armored Vehicles Inc. for \$326,809 as identified on quote #N1043A-FMPD via Florida Sheriffs Association Cooperative Purchasing Program (FSA CCP Contract #FSA23-VEH21.0 This vehicle purchase will provide protection in dangerous scenarios including active shooter, barricaded suspects, response and rescue and high-risk warrants. The funding would come from Law Enforcement seizures.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Nothing that provides the same benefits and availability.

FISCAL IMPACT: \$326,809

Proposed Expenditure/(Revenue)
\$326,809

Account Number(s):
332-365-00000-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Req
2. Bid Award Recommendation
3. Terradyne Quote N1043A

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 5/23/2024
 Suggested Vendor: Terradyne Armored Vehicles Inc
 Contact (if known): Lucus Witzke
 Address (if available): _____
 Phone/Fax: 416-230-2199



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
332-365-00000-6130	\$ 326,809	1	Terradyne GURKHA MPV	\$ 326,809.00	\$ 326,809.00
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 326,809.00

Name/Phone Ext.: Jason Hawley / 3306
 Approved By: Chief D. Coulon
 Unit #(s) to be replaced
 or specify NEW Unit: New Unit
 Spec Name: armored mpv

APPROVALS:
 Fleet Manager: bill sterner
 Bid/Solicitation #: _____
 Co-Op/Contract #: #FSA23-VEH21.0
florida sheriff coop purc prog

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



Bid Award Recommendation

Date: 5/24/2024 – Seizure Fund FY24

Description: **Armored Multi-Purpose Vehicle Built on a Ford F550 19.5 GVWR Chassis**

Qty.: 1

Replaces: None – New Fleet Addition – Police

Bidder: Terradyne Armored Vehicles Inc, Lucas Witzke, 416-230-2199,
lucus.witzke@terradyneinc.com

Item: Terradyne GURKHA MPV Armored Vehicle Built on a Ford F550 Chassis to Include Standard and Optional Features as Identified on Quote #N1043A-FMPD Via Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP) Contract #FSA23-VEH21.0

Total Cost of Vehicles, Equipment & Installation: \$326,809.00

It is Fleet Services recommendation to award the bid to **Terradyne Armored Vehicles Inc.** in the amount of **\$326,809.00**

Fleet Services Manager

5/24/2024

Date



GURKHA MPV

Issued to:
Flower Mound Police Department
4150 Kirkpatrick Lane
Flower Mound, TX
75028

Jason Hawley
Phone: 972-874-3306
Email: jason.hawley@flower-mound.com

No of pages: 7

BASE VEHICLE SPECIFICATIONS**Ballistic & Blast Resistance**

Opaque Armor	NIJ IV: 30-06 M2 Armor Piercing multi-hit UL752 Level 10: .50 Caliber M33 multi-hit 20mm Fragment Simulating Projectile Obliquity angle: Verticals at 0° / roof at 30°
Firewall Armor	Included in base price
Fuel Tank Armor	NIJ III: 7.62 x 51 M80 multi-hit
Transparent Armor	NIJ IV: 30-06 M2 Armor Piercing UL 752 Level 10: 50 Caliber M33 Obliquity angle: 0° Glass thickness: 2.5 inches / 63 mm
Blast	2 x DM51 grenades detonated simultaneously

Performance

Base Chassis	Ford F550 4x4
Engine	7.3L V8 Gas engine - 350 HP / 468 lb.-ft. Torque
Transmission	10-speed automatic with tow/haul mode
Transfer Case	2-speed with electronic shift on the fly 4x4
Rear Differential	4.30 ratio with limited slip
Brakes	Four-wheel disc anti-lock brakes (ABS)
Suspension	Custom tuned shocks with external reservoir. Upgraded HD steering damper
Front Springs	Upgraded coils
Rear Springs	Multi-leaf springs
Wheels	Four (4) 20" x 11" wheel assemblies
Run Flats	Run flats in all wheels
Tires	41 inch Michelin X Force ZL (335/80R20)

Capability

Approach Angle	42°
Departure Angle	25°
Ground Clearance	11.5 inches (292 mm) - ground to rear differential case 22 inches (558 mm) - ground to side step
Turning Radius	Outside: 22 feet (6,705 mm) Inside: 10'2" (3,225 mm)
Track Width	82 inches (2,082 mm)
Slope Gradient	60%
Side Slope	40%
Water Fording	41 inches (1,041 mm)
Vertical Step	18 inches (457 mm)
Trench	27 inches (685 mm)
Top Speed	70 mph (110 km/h)
Fuel Range	425 miles (680 km)

Capacities & Dimensions

GVWR	19,500 lbs (8,845 kg)
GAWR Rear	14,706 lbs (6,670 kg)
GAWR Front	7,500 lbs (3,401 kg)
Curb Weight	16,800 lbs (7,620 kg) - Base model
Payload	2,700 lbs (1,224 kg) - Base model
Fuel Tank	40 gallons (151 liters)
Length	256 inches (6,500 mm)
Width	102 inches (2,571 mm)
Height	102 inches (2,571 mm) - roof hatch 115 inches (2,921 mm) - cupola
Wheelbase	145 inches (3,683 mm) - unaltered chassis with valid Ford OEM warranty

Interior

Front Seats	Driver & passenger front seats with arm rest
Rear Seats	Two (2) side facing bench seats for three (3) occupants per bench Three (3) 2-point seat belts at each bench Bench seats lift up to access storage area on both sides
Air Conditioning	Factory AC & heat in front cab
Insulation	Insulation in walls, ceiling and floor
Center Console	Full size console with backlit accessory switches, two (2) cup holders and cell phone storage pockets
Ceiling Console	Ceiling mounted console with white map lights and spare upfitter switches
Headliner	Heavy duty automotive grade fabric upholstered headliner
Lighting	Eight (8) white & red LED lights in the occupant area - individually switched or master switch
Console	Center console with backlit switches and two (2) cup holders
Audio	OEM Ford AM/FM radio with two (2) speakers
Grab Handles	Grab handle at each door and six (6) grab handles mounted to the rear ceiling
Tie-Downs	Multi-positional rail tie-down system mounted to both bench seats
Ventilation	Smoke extraction fan mounted at the driver side rear area
Tie Downs	Multi-position tie downs at both rear bench seats
Storage	One (1) storage pocket at each front door Two (2) storage nets at each rear bench seat

Exterior

Paint	Black
Tow Hooks	Two towing hooks mounted at front and rear
Mirrors	Two power adjustable side mirrors
Fuel Access	Fuel tank access door with key lock
Side Steps	Full length side steps coated in black Line-X positive grip coating Full width rear step coated in black Line-X positive grip coating Secondary rear step hinged for departure angle breaches
Hand Rails	Roof mounted handrails on driver and passenger side upper body line Roof mounted handrail on rear upper body line Line-X positive grip coating applied to all exterior hand rails
Roof	Grip tape strips added to roof for positive grip
Bumpers	Heavy duty integrated front bumper Full width rear step
Side Doors	Two (2) side doors (seating for 2 + 10)
Rear Doors	Two (2) rear entry doors – 50/50
Door Locks	Internal dead bolt locks at all doors Hold-open locks on all side doors at 90 degrees Hold-open locks on both back doors at 90 degrees and 180 degrees Interior manual lock at each door Exterior keyed lock at each door - all door locks keyed the same
Exterior Lights	7 inch round LED headlights with integrated turn signals LED tail lights and license plate light Five (5) amber clearance LED lights mounted at the front roof Two (2) amber marker LED lights mounted at front corners Five (5) red clearance LED lights mounted at the rear roof
Windows	One-piece windshield (two-piece windshield available) Full view windows at both front doors One (1) 17 x 25 glass at each rear side door (when equipped as a 4-door configuration) Two (2) portal glass (14 x 6) along passenger side and driver side - 4 in total One (1) portal glass (14 x 6) at each back door

OPTIONAL UPGRADES**Tactical Options**

☐	1	Low profile sliding hatch with height adjustable operator stand	\$10,000
☒	2	Manual rotating roof hatch with gun port and height adjustable operator stand	\$10,000
☐	3	Manual rotating cupola with height adjustable operator stand	\$20,000
☒	4	Gun ports: 4 per side / 2 at rear door (10 total)	\$5,000
☐	5	Static position (non operable) breaching ram with external or internal storage	\$4,500
☒	6	Power operable breaching ram with 3 breaching heads and hood mounted camera	\$9,500
☐	6P	Provision for power ram. Includes front mounts, wiring and external storage racks	\$1,500
☒	7	6 canister chemical munitions delivery system (CTS & Deftech compatible)	\$13,500
☐	8	Ram cam breaching head with four (4) multi-position cameras	\$6,500
☒	9	Power operable ballistic skip shield – NIJ III armor (7.62 x 51 multi-hit)	\$3,500
☐	10	Fire suppression system at all wheels - manual trigger	\$7,000
☐	11	Fire suppression system at engine - automatic trigger	\$6,000
☐	12	Breathing air tank with quick release hose fitting at each seat (masks sold separately)	\$8,000
☒	13	Protective steel mesh on all windows (removable)	\$3,000
☐	14	Explosive gas detection system	\$6,000
☐	15	Radiation detection system	\$6,000
☒	16	Four (4) side door configuration	\$2,000
☐	17	Transparent armor upgrade: 2.5 inch thickness increased to 3 inch thickness 30-06 M2 AP - NIJ IV / 7.62 x 51 M61 AP multi-hit - CEN B7 / 50 Cal M33 / 20 mm FSP at 0° obliquity	\$5,000
☐	18	LRAD 100X with magnetic mount	\$13,500
☐	18P	Provision for LRAD 450XL. Includes wiring harnesses and roof mounted junction box	\$6,500
☐	19	LRAD 450XL roof mounted with standalone MP3 controller	\$31,020
☐	20	Roof mounted water monitor with joystick	\$38,000
☐	21	Two (2) floor mounted gun racks	\$1,170
☐	22	5-piece magnetic storage kit	\$1,000
Exterior Lighting Options			
☒	23	Two (2) front roof mounted LED search lights	\$2,500
☒	24	Two (2) rear roof mounted LED search lights	\$2,500
☐	25	10 inch LED scene lights - left & right side mount	\$2,000
☐	26	6 inch LED flood lights – left & right side mount	\$1,200
☐	27	Two (2) 4 inch infrared lights mounted on front bumper	\$1,500
☐	28	Two (2) 6 inch LED fog lights mounted on front bumper (DOT compliant)	\$1,200
☐	29	Standard Emergency Light Package (Alternate configurations available): Red/Blue Roof mounted light sticks: Front & rear Red/Blue Perimeter Lighting: 4 @ front, 4 @ rear, 2 @ both sides Public Address System: 200W siren with two (2) x 100W speakers Wigwag flashers in headlights and tail lights	\$5,000
☒	30	Premium bluePRINT Emergency Light Package Four (4) roof mounted LED traffic controller/take down/scene lights LED perimeter flashers/scene lights: 6 @ front / 4 @ rear / 3 @ both sides Public Address System: 200W siren with two (2) x 100W speakers Blackout switch to disable exterior lighting	\$9,500
☐	31	Roof mounted traffic light pre-emption strobe (infrared not GPS)	\$3,000
☐	32	Low frequency siren with 2 x external speakers	\$2,500
☐	33	Install customer supplied dashcam	\$500
☒	34	Install customer supplied police radio kit (25' coax cable included with installation)	\$850
☐	35	Install customer supplied emergency lighting	\$2,000

Electronic Options

☒	36	Intercom system – inside / outside	\$1,500
☒	37	Battery charger with auto eject receptacle	\$3,400
☐	38	Roof Mounted Pan / Tilt / Zoom Color Camera: CCD PTZ camera, 30x zoom, search light, IR light, lens wiper, joystick controller, dash mounted 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor	\$9,800
☐	39	Roof Mounted Pan / Tilt Thermal Sensor: 320 x 240 thermal sensor with remote control, audible and visual alerts for person & vehicle detection, 9 inch dash mounted touch screen monitor with 256 GB DVR, 15 inch rear monitor	\$9,800
☐	40	Roof mounted Pan/Tilt/30x Zoom CCD color camera, thermal sensor (640x480), controller, 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor	\$26,000
☐	41	Roof mounted Rvision PTZ color camera with 35mm thermal sensor, 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor, Look contoler with monitor	\$48,000
☐	42	TAV-4GLTEWIFI Cellular Modem/WiFi/Video Server Assembly	\$5,250
☐	43	Reverse camera with no monitor (for options 38 - 41)	\$500
☒	44	Reverse camera with 9 inch monitor	\$1,200
☒	45	Four (4) reverse proximity sensors with audible / visual alert	\$800
☐	46	15 inch ceiling mounted monitor for rear occupants	\$900
☐	47	Front hood mounted view camera	\$750
☐	48	360 camera system with 9 inch touch screen 256GB DVR	\$3,650
☐	49	Two (2) side mounted surveillance cameras	\$2,000
☒	50	2,000W AC/DC power inverter	\$1,500
☐	51	Blackout switch to disable all exterior vehicle and emergency lighting	\$1,000
☒	52	6 USB charging ports - 4 in cab / 8 in rear	\$500
☐	53	Heated windshield	\$1,500
☒	54	Remote power door locks integrated with key fobs	\$1,000

Interior Options

☒	55	4-way power adjustable driver seat	\$1,250
☒	56	Two (2) rear facing jump seats	\$2,500
☒	57	Ceiling mounted AC & heat for rear occupants (engine driven)	\$4,000
☐	58	Independent AC (operates with engine off)	\$6,000
☐	59	Independent heater (operates with engine off)	\$6,000
☐	60	Medic Layout Package (TEMS)	\$18,900

Offroad Options

☒	61	Front bumper mounted 17,500 lb capacity winch	\$3,500
☐	62	17,500 lb winch with front & rear receivers - stored inside vehicle	\$5,000
☐	63	External mount high output air compressor with two quick release couplers	\$5,000
☒	64	Front differential lock (**Recommended**)	\$3,000

Exterior Options

☐	65	Towing package with class IV rear hitch	\$1,500
☐	66	Spare wheel assembly packaged loose (includes runflat)	\$5,500
☐	67	Paint upgrade from matte/satin finish to base clear finish (clear coat)	\$2,000
☐	68	Line-X coating on rear fenders, bottom half of vertical sides & all exterior grab rails	\$6,500
☐	69	Dual exterior storage compartments with locking handles	\$3,500

Ford F550 Chassis

☐	70	6 piston front brake caliper upgrade - includes HD brake pads	\$4,900
☒	71	6.7L V8 turbo diesel 330HP / 825 lb-ft torque	\$9,995

Training

☐	72	Tactical Armored Vehicle Operations training by Integrated Tactical Concepts Two days of training at your location for up to 20 students	\$17,000
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PRICE & TERMS

Vehicle Description: 2024 GURKHA MPV

Chassis: 2024 Ford F550 4x4

Market Zone: United States

Quantity: One (1)

Price Code: Law Enforcement

Base Vehicle: \$230,000

Optional Upgrades: \$95,995

Subtotal: \$325,995

FSA CPP Discount 1.075%: \$3,504

Terradyne Conditional Discount: \$5,632

Shipping: \$9,950

Total Cost (USD): \$326,809

Basis: Ex-works Factory Newmarket Ontario Canada and free of all Canadian duties and/or taxes. (state taxes are the responsibility of the end user)

Lead time: Last week of October or first week of November 2024

Shipping: Delivery on a trailer with ramps

FSA Payment Terms: Net 30 days

Validity: 90 Days

TERRADYNE LIMITED WARRANTY

Terradyne warrants any items installed, and conversion related to custom workmanship for three (3) years. Any suspected warranty related work must be first be confirmed as being necessary by means of a technical consultation with a representative of TERRADYNE ARMORED VEHICLES INC. Technical consultation regarding any deficiency repairs or malfunctions is available by telephone during our normal business hours Eastern Standard time at 905-895-1010.

Ballistic transparencies are warranted for three (3) years; however the Warranty excludes damage to bullet resistant glass caused by stones, malicious damage, projectiles or other flying objects.

Warranty work to be directly covered by TERRADYNE may be performed locally only after assessment and authorization by TERRADYNE. TERRADYNE shall, upon consultation and approval, make payment for any/all repairs deemed to be of a reasonable nature by the Company.

TERRADYNE does not cover any OEM vehicle parts and components that we have not been modified no performed work on, during the armoring process. Such parts and components are the sole responsibility of the client and the vehicle's Original Equipment Manufacturer.

TERRADYNE assumes no responsibility for damages incurred through vehicle misuse or abuse, negligence, accidental damage, or any unauthorized modifications or alterations made to the vehicle following delivery of the vehicle to the client. Under the terms of this limited warranty, TERRADYNE shall in no way be held liable for any incidental or consequential damages arising from loss of use or loss of time, inconvenience, or commercial loss resulting from the need for warranty work. This warranty covers the repair and/or replacement of warranty related items only, and any non-warranty related additional costs incurred remain the responsibility of the client.

Accessories not directly related to the armoring process (winches, lighting, electrical accessories and components) shall be covered by the warranties of their respective manufacturers and are not included in the warranty coverage provided by this agreement. However, although TERRADYNE does not warrant these items directly in any way, we do agree to offer all reasonable assistance in obtaining service from their companies of origin. Should there be any undue difficulties with obtaining servicing of these accessories; TERRADYNE will also agree to replace them for the client at our current wholesale cost price. The client shall remain responsible for any/all shipping and handling fees or incidental costs associated with the replacement of such items, as well as the aforementioned replacement costs.

Terradyne optional limited warranty extension available: 1 year / 20,000 miles

Ford Motor Company Warranty Coverage:

Powertrain: 5 years / 60,000 miles

Gas engine: 5 years / 60,000 miles

Diesel engine: 5 years / 100,000 miles



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

DATE: June 17, 2024
FROM: John Zagurski, Chief Financial Officer
ITEM: **Consider approval of the engagement letter with Eide Bailly, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2024, and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: On July 20, 2020, an agreement with Eide Bailly, L.L.P., was approved for one year with an option to renew, at the Town's discretion, for four additional one-year terms. This request is to exercise the fourth renewal option and to approve the engagement letter with Eide Bailly, L.L.P., for the fiscal year ending September 30, 2023. A new engagement letter is submitted each year outlining the rights and responsibilities of the auditors and Town staff. The Town Charter requires an independent annual audit of each department's books and accounts. Eide Bailly, L.L.P., performed the audit for the fiscal year ending September 30, 2024.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT:

Proposed Expenditure/(Revenue)
\$67,840

Account Number(s):
100-650-51000-5110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. FLOWER MOUND 2024 - Eng Lt.
2. Form 1295

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



June 6, 2024

To the Town Manager and
Members of the Town Council of
Town of Flower Mound, Texas
C/O Mr. John Zagurski
2121 Cross Timbers Road
Flower Mound, Tx. 75028

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of **Town of Flower Mound, Texas (the Town)** as of September 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise **the Town's** basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual - General Fund
- TMRS Schedule of Changes in Net Pension Liability and Related Ratios
- TMRS Schedule of Contributions
- TMRS SDBF Schedule of Changes in Total OPEB Liability and Related Ratios
- Retiree Insurance Schedule of Changes in Total OPEB Liability and Related Ratios

Supplementary information other than RSI will accompany **the Town's** basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Nonmajor Fund Statements and Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse.

We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of control.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about **the Town's** ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of **the Town's** basic financial statements. Our report will be addressed to the governing body of **the Town**. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit.

Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of **the Town's** major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;

14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
16. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including
 - i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report;
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and

(d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Assist with preparing the schedule of expenditures of federal awards in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Complete the auditee's portion of the Data Collection Form.

We will not assume management responsibilities on behalf of **the Town**. **The Town's** management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Shelby Ebarb is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, administrative charges and a technology fee. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$58,840 and our fee for the Single Audit will be \$9,000.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Town Manager and Members of the Town Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Abilene, Texas. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Shelby Ebarb
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of management of **Town of Flower Mound, Texas** by:

Name: _____

Title: _____

Date: _____

Acknowledged and agreed on behalf of the Honorable Mayor and Members of the Town Council of **Town of Flower Mound, Texas** by:

Name: _____

Title: _____

Date: _____



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

DATE: June 17, 2024

FROM: Julie Taylor, Director of Treasury Operations

ITEM: **Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2024, for the purpose of paying for street, waterworks and sewer system improvements, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.**

BACKGROUND: The Financial Services staff and Hilltop Securities, the Town's financial advisor, request the Town Council's approval of an ordinance authorizing the potential issuance of Certificates of Obligation, Series 2024, ("the Certificates").

At the Town Council meeting on April 1, 2024, the Town Council authorized the publication of notice to issue Certificates of Obligation, Series 2024, (the "Certificates") in the principal amount not to exceed \$7,715,000.

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

Maximum Principal Amount	\$7,715,000
Maximum True Interest Cost	5.00%
Final Maturity Date	March 1, 2044

The Certificates will pay for the contractual obligations incurred for street, water and wastewater projects approved on the FY 2023-2024 Five-year Capital Improvement Program ("CIP") as listed on Attachment 1. On October 16, 2023, the Town Council approved a reimbursement resolution for an amount not to exceed \$9,125,000 to fund improvements to street, water and wastewater system projects and the costs of issuance of the debt.

The issuance will be conducted as a negotiated sale with the pricing to occur on June 20, 2024. The Certificates will begin accruing interest on July 1, 2024 (the Dated Date), which the Town will receive upon delivery of the funds on July 11, 2024. US Bank will serve as the Paying Agent/Registrar for the Certificates. The preliminary official statement, which discloses details related to issuance of the Certificates and the Town, is available in the Financial Services Department for review.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: Not to exceed \$7,715,000

Proposed Expenditure/(Revenue)

\$7,715,000

Account Number(s):

Ad valorem taxes will fund the general capital project, while the utilities system will fund the waterworks and sewer system improvements.

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

ATTACHMENTS:

1. 2023-24 Debt Sale Projects
2. CO 2024 - Ordinance
3. CO 2024 - PAR Agreement US Bank

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

General Capital Project**Street Project**

Scenic Road (Walsingham Drive to FM 1171)	\$	400,000
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Utility Capital Projects**Water Projects:**

Stonehill Pump Station Motor Replacement	\$	2,960,000
		<u>\$ 2,960,000</u>

Wastewater Projects:

Glen Chester Lift Station Rehabilitation	1,200,000
Kirkpatrick Lane and Stapleton Street Sanitary Sewer Rehabilitation	1,300,000
Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	900,000
Upper Timber Interceptor (Morriss Road to One Place Lane)	850,000
	<u>\$ 4,250,000</u>

Total Utility	\$	<u>7,210,000</u>
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Total Projects	\$	<u>7,610,000</u>
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Estimated financing costs	\$	105,000
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Grand Total of Debt Issuance	\$	<u><u>7,715,000</u></u>
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TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 24-24

AN ORDINANCE authorizing the issuance of "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2024"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of said certificates to an authorized Town official; and providing an effective date.

WHEREAS, the Town Council of the Town of Flower Mound, Texas, has heretofore determined that certificates of obligation should be issued in the maximum principal amount not to exceed \$7,715,000 for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor, (ii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage, traffic signalization and the acquisition of land and rights-of-way therefor, and (iii) professional services rendered in connection therewith; and

WHEREAS, a "Notice of Intention to Issue Town of Flower Mound, Texas, Certificates of Obligation" was (a) duly published in *The Denton Record-Chronicle*, a newspaper hereby found and determined to be of general circulation in the Town of Flower Mound, Texas, on April 13, 2024 and April 20, 2024, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage and adoption of this Ordinance and (b) duly published continuously on the City's website for at least forty-five (45) days before the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

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

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

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

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

SECTION 1: Authorization – Designation – Principal Amount – Purpose. Certificates of obligation of the Town shall be and are hereby authorized to be issued in an amount not to exceed the aggregate original principal amount hereinafter set forth to be designated and bear the title “TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2024” or such other designation as specified in the Pricing Certificate (hereinafter referred to as the “Certificates”), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor, (ii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage, traffic signalization and the acquisition of land and rights-of-way therefor, and (iii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Chapter 1371.

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

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

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

- (i) the aggregate original principal amount of the Certificates shall not exceed \$7,715,000;
- (ii) the maximum true interest cost for the Certificates shall not exceed 5.00%; and
- (iii) the maximum maturity date of the Certificates shall not exceed March 1, 2044.

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

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

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

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

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

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to

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

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

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

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

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

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

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

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

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

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

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

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or in the event the Town decides to discontinue use of the system of book-entry transfers through DTC, the Town covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive

form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 4 and 5 hereof.

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

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

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

SECTION 9: Forms.

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

of counsel) thereon as may, consistently herewith, be established by the Town or determined by the Pricing Officer. The Pricing Officer shall set forth the final and controlling forms and terms of the Certificates. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

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

(b) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2024

Certificate Date:
_____, 2024

Interest Rate:
_____ %

Stated Maturity:
_____, ____

CUSIP No.:

Registered Owner:

Principal Amount: _____ DOLLARS

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

method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$ _____ to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2024" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor, (ii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage, traffic signalization and the acquisition of land and rights-of-way therefor, and (iii) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Texas Government Code, Chapter 1371, as amended, and pursuant to an ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

[The Certificates maturing on the date hereinafter identified (collectively, the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like stated maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

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

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

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

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall

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

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

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

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

The Town and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole

or in part, and (iii) on any other date as the owner for all other purposes, and neither the Town nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

TOWN OF FLOWER MOUND, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

Town Secretary

(TOWN SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

THE STATE OF TEXAS

(
(
(
(

REGISTER NO. _____

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated office of the Paying Agent/Registrar located in St. Paul, Minnesota is the Designated Payment/Transfer Office for this Certificate.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

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

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

DATED: _____

Signature guaranteed:

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

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

REGISTERED:
 NO. T-1

REGISTERED:
 \$ _____

UNITED STATES OF AMERICA
 STATE OF TEXAS
 TOWN OF FLOWER MOUND, TEXAS,
 CERTIFICATE OF OBLIGATION
 SERIES 2024

Certificate Date: _____, 2024

Registered Owner: _____

Principal Amount: _____ DOLLARS

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

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

(Information to be inserted from the Pricing Certificate).

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

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

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

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

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

(c) The term "Certificates" shall mean the "Town of Flower Mound, Texas, Certificates of Obligation, Series 2024" authorized by this Ordinance.

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

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

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

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

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

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

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

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

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

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the Town to be designated “SPECIAL 2024 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND,” and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at the Town’s depository. The Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Chief Financial Officer or Town Secretary, individually or collectively, are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations. Notwithstanding the above, any change or

modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security for the Certificates.

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

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

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

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

SECTION 23: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

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

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

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

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

The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

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

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

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

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

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

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

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

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

9. Termination of the Purchase Contract;
10. Particular covenants of the Town;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

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

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

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

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

SECTION 30: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP,

Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with The Depository Trust Company or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The Town Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the Town's bond counsel.

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

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

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

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

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

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

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

(c) Notice of Certain Events.

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

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

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Town, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town and (b) the Town intends the words used in the immediately preceding items (15) and (16) to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

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

(d) Filings with the MSRB.

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

(e) Limitations, Disclaimers, and Amendments.

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

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

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE

TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

DULY PASSED AND APPROVED BY THE TOWN COUNCIL ON JUNE 17, 2024.

TOWN OF FLOWER MOUND, TEXAS

(Town Seal)

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2024 (this "Agreement"), by and between U.S. Bank Trust Company, National Association, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the Town of Flower Mound, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Town of Flower Mound, Texas Certificates of Obligation, Series 2024" (the "Securities"), dated _____, 2024, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2024; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

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

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

ARTICLE TWO DEFINITIONS

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

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

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

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

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

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

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

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

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

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

ARTICLE THREE PAYING AGENT

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

U.S. Bank Trust Company, National Association
Attention: Certificate Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

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

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

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, Certificate, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the

generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, Certificate, note, security or other paper or document supplied by the Issuer.

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

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

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

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

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

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

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

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

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

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

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

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

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

ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

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

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

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12 shall survive the termination of this Agreement until the statute of limitations has run.

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

[Remainder of page left blank intentionally.]

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

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: _____

Title: _____

Address: 13737 Noel Road, Suite 800
Dallas, Texas 75240

TOWN OF FLOWER MOUND, TEXAS

By: _____
Pricing Officer

Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028

ANNEX A



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

DATE: June 17, 2024
FROM: Julie Taylor, Director of Treasury Operations
ITEM: **Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2023, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.**

BACKGROUND: The Financial Services staff and Hilltop Securities Inc., the Town's financial advisor, request the Town Council's approval of an ordinance authorizing the potential issuance of General Obligation Refunding Bonds, Series 2024, ("the Bonds").

A refunding opportunity has been identified which would prepay or refund a portion of the Town's outstanding tax-supported issues, lowering the overall debt service requirements of the Town. In accordance with the Town's Financial Policies, "an advance refunding of outstanding debt shall only be considered when present value savings of at least 3.50% of the principal amount of the refunded bonds is produced." Please note that all debt refunded with the Bonds will be structured to maintain the existing maturity pattern to ensure no debt will be extended as a result of the refunding. Based on volatility in the municipal bond market and the interest rate levels at the time of pricing, the amount of bonds refunded may be decreased.

Refunded Issue	Refunded Bonds	Current Interest Rates	Refunded Years
Certificates of Obligation, Series 2015A	\$5,575,000	2.00% - 5.00%	2025-2027 2031-2035

In order to efficiently complete the refunding, the attached ordinance establishes the following parameters, giving the Town Manager and the Chief Financial Officer the authority to approve all necessary documents and finalize the sale.

Maximum Principal Amount	\$5,575,000
Minimum Net Present Value Savings	3.50%
Maximum True Interest Cost	5.00%
Final Maturity Date	March 1, 2035

The Town Manager and/or Chief Financial Officer's authorization to complete the sale of the Bonds will expire 180 days after passage of the ordinance. The issuance will be conducted as a negotiated sale with the pricing to occur on June 20, 2024. The Bonds will begin accruing interest on July 1, 2024 (the Dated Date), which the Town will receive upon delivery of the funds on July 11, 2024. US Bank Trust Company, N.A. will serve as the Paying Agent/Registrar for the Bonds. The preliminary official statement, which discloses details related to issuance of the Bonds and the Town, is available in the Financial Services Department for review.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: Not to exceed \$5,575,000

Proposed Expenditure/(Revenue)

\$5,575,000

Account Number(s):

Ad valorem taxes and utilities system revenues will fund the bonds, proportionately.

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

ATTACHMENTS:

1. GO REF 2024 - Ordinance
2. GO REF 2024 - PAR Agreement US Bank

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 25-24

AN ORDINANCE authorizing the issuance of "TOWN OF FLOWER MOUND, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024"; levying a continuing direct annual ad valorem tax for the payment of said Bonds; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; and delegating matters relating to the sale and issuance of said Bonds to an authorized Town official.

WHEREAS, the Town of Flower Mound, Texas (the "Town") currently has outstanding obligations of the Town of the following issue or series, to wit: "Town of Flower Mound, Texas, Certificates of Obligation, Series 2015A," dated August 15, 2015 (hereinafter called the "Refunded Obligations"); and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended ("Chapter 1207"), the Town Council of the Town (the "Council") is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with Chapter 1207 and the ordinances authorizing the issuance of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Town shall by this Ordinance, in accordance with the provisions of Section 1207.007, Texas Government Code, as amended, and Chapter 1371, Texas Government Code, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount and certain other specified terms of the Bonds to be issued, negotiate the terms of sale thereof and select the specific maturities, in whole or in part, of the Refunded Obligations to be refunded; and

WHEREAS, the Council hereby finds and determines that it is a public purpose and in the best interests of the Town to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms, to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Texas Government Code, Section 1207.007, as amended; now, therefore

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

SECTION 1. Authorization - Series Designation - Principal Amount - Purpose - Bond Date. General obligation refunding bonds of the Town shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024", or such other designation as specified in the Pricing Certificate (herein referred to as the "Bonds"), for the purpose of providing funds for the discharge and final payment of certain obligations of the Town (described in the preamble hereof and finally identified in the Pricing Certificate and referred to herein as the "Refunded Obligations") and to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207,

as amended, and Texas Government Code, Chapter 1371, as amended ("Chapter 1371"). The Bonds shall be dated (the "Bond Date") as provided in the Pricing Certificate.

SECTION 2. Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and (other than the Initial Bonds referenced in Section 8 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years (the "Stated Maturities") and in amounts and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

SECTION 3. Delegation of Authority to Pricing Officer. (a) As authorized by Texas Government Code, Section 1207.007, as amended, and Chapter 1371, the Town Manager or the Chief Financial Officer of the Town (either, the "Pricing Officer") is hereby authorized to act on behalf of the Town in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities, in whole or in part, of the Refunded Obligations to be refunded, determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the record date, the compounding dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Town, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of an escrow agent satisfying the requirements of Chapter 1207, the terms of any bond insurance applicable to the Bonds, any modification of the continuing disclosure undertaking contained in Section 31 hereof as may be required by the purchasers of the Bonds in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed \$5,575,000;

(ii) the refunding must produce a net present value debt service savings of at least 3.50%, net of any Town contribution;

(iii) the maximum true interest cost for the Bonds shall not exceed 5.00%; and

(iv) the maximum maturity date of the Bonds shall not exceed March 1, 2035.

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

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

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

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

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

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer

Office"); provided, however, while a Bond is registered to Cede & Co., the payment thereof upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest on a Bond shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

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

Upon surrender for assignment or transfer of any Bond (other than the Initial Bonds authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds, executed on behalf of and furnished by the Town, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be of authorized denominations, of like Stated Maturity, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

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

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the Town, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

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

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof, and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

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

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the Town hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the Town and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Bonds.

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

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the Town decides to discontinue the use of the system of book-entry transfers through DTC, the Town covenants and agrees with the Holders of the Bonds to cause Bonds to be printed

in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

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

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

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

SECTION 9. Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and

endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Town or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bonds.

REGISTERED
NO. R-_____

PRINCIPAL AMOUNT
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND
GENERAL OBLIGATION REFUNDING BOND
SERIES 2024

Bond Date:
_____, 20__

Interest Rate:
_____%

Stated Maturity:
_____, 20__

CUSIP No.:

Registered Owner:

Principal Amount:

DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and political subdivision in the Counties of Denton and Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360 day year of twelve 30 day months; such interest being payable on _____ and _____ in each year, commencing _____, 20__, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"); provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United

States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the Town and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and pursuant to an Ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__	Term Bonds due _____, 20__
<u>Redemption Date</u> <u>Principal Amount</u>	<u>Redemption Date</u> <u>Principal Amount</u>
_____, 20__	_____, 20__
_____, 20__ *	_____, 20__ *

* Stated maturity.

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the Town, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the Town at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

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

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

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

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

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

same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Town and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Town nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

TOWN OF FLOWER MOUND, TEXAS

ATTEST:

[Mayor][Mayor Pro Tem]

Town Secretary

(Town Seal)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS (REGISTER NO. _____
THE STATE OF TEXAS (

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(Seal)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated office of the Paying Agent/Registrar in St. Paul, Minnesota, is the Designated Payment/Transfer Office for this Bond.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, Dallas, Texas

as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

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

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

DATED: _____

Signature guaranteed:

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

(f) The Initial Bond shall be in the form set forth therefor in subsection (b) of this
Section, except the heading and paragraph one shall be amended to read as follows:

NO. T-1

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND
GENERAL OBLIGATION REFUNDING BOND
SERIES 2024

Bond Date: _____, 20__

Registered Owner:

Principal Amount:

DOLLARS

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

STATED
MATURITY

PRINCIPAL
AMOUNT

INTEREST
RATE(S)

(Information to be inserted from Pricing Certificate)

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay
interest on the unpaid principal installments hereof from the _____ at the per annum rates
of interest specified above computed on the basis of a 360-day year of twelve 30-day months;
such interest being payable on _____, 20__, and each _____ and
_____ thereafter, until maturity or prior redemption. Principal installments of this

Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by U.S. Bank Trust Company, National Association, Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 10. Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater) there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Town, within the limitations by law prescribed, sufficient to pay the Debt Service Requirements on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the Town for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the Town and shall be deposited in the "SPECIAL SERIES 2024 GENERAL OBLIGATION REFUNDING BOND FUND", or such other fund designation as specified in the Pricing Certificate (the "Interest and Sinking Fund") to be maintained at an official depository of the Town's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, with regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, Town Manager, Chief Financial Officer and Town Secretary of the Town, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, Mayor Pro Tem, Town Manager, Chief Financial Officer and Town Secretary of the Town, individually or jointly, are hereby authorized and directed to cause to be transferred

to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11. Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the Town and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

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

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

SECTION 12. Satisfaction of Obligation of Town. If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the Pricing Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the Town to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities (as defined below) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within

the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Town or deposited as directed by the Town. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the Town be remitted to the Town against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Town shall be subject to any applicable unclaimed property laws of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

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

The Town reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the Town moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the Town has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the Town: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13. Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the Town, and shall not be amended or repealed by the Town so long as any Bond remains Outstanding except as permitted in this Section and in Section 31 hereof. The Town may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the consent of Holders who own a majority

of the aggregate of the principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

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

(2) those Bonds deemed to be duly paid by the Town in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14. Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is

sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

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

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

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

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

(i) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Bonds with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

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

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the Town shall pay to the United States out of the general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate

Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

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

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

(j) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager and Chief Financial Officer of the Town, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original obligations refunded by the Bonds were issued, the Town reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are being issued to pay and discharge in full the Refunded Obligations and such payment of the Refunded Obligations will occur within ninety (90) days after the issuance of the Bonds.

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

SECTION 15. Sale of Bonds - Official Statement. The Bonds authorized by this Ordinance are to be sold by the Town to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Town, as the act and deed of this Council, and to make a determination as to whether the terms are in the Town's best interests, which determination shall be final.

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

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the Town's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the Town to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the Town under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the Town;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

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

SECTION 16. Escrow Agreement. An "Escrow Agreement" (the "Escrow Agreement") by and between the Town and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the Town and as the act and deed of this Council; and such Escrow Agreement as executed by said Pricing Officer shall be deemed

approved by this Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Obligations;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Obligations.

Furthermore, appropriate officials of the Town in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "TOWN OF FLOWER MOUND, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024 ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Chapter 1207, the Ordinance, the Pricing Certificate and the Escrow Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer, or other authorized Town official listed in Section 33 hereof, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent or the paying agent for the Refunded Obligations from any moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Obligations an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Obligations (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Obligations (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

To the extent an Escrow Agreement is not required in connection with the issuance of the Bonds, the Pricing Officer is authorized to enter into a deposit letter agreement or such other comparable document which evidences the receipt of refunding bond proceeds with the paying agent for the Refunded Obligations. The deposit letter agreement or such other comparable document as executed by the Pricing Officer shall be deemed approved by the Town Council and constitute the agreement herein approved.

SECTION 17. Refunded Obligations. (a) In order to provide for the refunding, discharge, and retirement of the Refunded Obligations as selected by the Pricing Officer, the Refunded Obligations, identified, described, and in the amount set forth in the Pricing Certificate, are called for redemption on the first date such Refunded Obligations are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and a notice of such redemption shall be given in accordance with the applicable provisions of the ordinance adopted by this Council, which authorized the issuance of the Refunded Obligations. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Obligations, in substantially the form set forth as an exhibit to the Pricing Certificate, to the paying agent/registrar for the Refunded Obligations, in accordance with the redemption provisions applicable to the Refunded Obligations.

(b) The paying agent/registrar for Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the ordinance authorizing the issuance of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date specified in the Pricing Certificate.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, if any, or with the paying agent/registrar for the Refunded Obligations pursuant the provisions of Chapter 1207, this Ordinance and the Pricing Certificate finalized by the Pricing Officer.

SECTION 18. Control and Custody of Bonds. The Mayor or Mayor Pro Tem of the Town shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

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

SECTION 19. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and any accrued interest received from the Purchasers of the Bonds or additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement or deposited with the paying agent/registrar for the Refunded Obligations for the payment and redemption of the Refunded Obligations. The proceeds of sale of the Bonds not so deposited with the Escrow Agent (or the paying agent/registrar for the Refunded Obligations) for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance, or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the Town or its financial advisor. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by this Council.

Additionally, the Pricing Officer shall determine the amount of any Town contribution to the refunding from moneys on deposit in the interest and sinking fund maintained for the payment of the Refunded Obligations.

SECTION 20. Notices to Holders - Waiver. Wherever this Ordinance or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-

class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

SECTION 21. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the Town, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The Town may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Town may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 22. Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds. The Town Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the Town's bond counsel.

SECTION 23. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the Town nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24. Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the Town, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the Town, the Paying Agent/Registrar, and the Holders.

SECTION 25. Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or the Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 26. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 28. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 29. Severability. If any provision of this Ordinance or the Pricing Certificate or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the Pricing Certificate and the application thereof to other circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 30. Incorporation of Findings and Determinations. The findings and determinations of this Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 31. Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

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

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

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The Town shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the Town of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate and (2) if not provided as part of such financial information and operating data, audited financial statements of the Town within twelve months after the end of each fiscal year, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as

the Town may be required to employ from time to time pursuant to state law or regulation, and audited, if the Town commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the Town will file unaudited financial statements within such twelve-month period and audited financial statements when and if such audited financial statements become available.

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

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

(c) Notice of Certain Events. The Town shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

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

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Town, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town and (b) the Town intends the words used in the immediately preceding items 15 and 16 to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

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

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

(e) Limitations, Disclaimers and Amendments. The Town shall be obligated to observe and perform the covenants specified in this Section while, but only while, the Town remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Town in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the Town to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Town’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

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

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

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

SECTION 32. Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 33. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Chief Financial Officer and Town Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Town all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Chief Financial Officer or Bond Counsel to the Town are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the Pricing Certificate: (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the Town whose signature shall appear on any document shall cease to be such officer before

the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 34. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 35. Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page left blank intentionally]

DULY PASSED AND APPROVED BY THE TOWN COUNCIL ON JUNE 17, 2024.

TOWN OF FLOWER MOUND, TEXAS

Cheryl Moore, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2024 (this "Agreement"), by and between U.S. Bank Trust Company, National Association, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the Town of Flower Mound, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Town of Flower Mound, Texas General Obligation Refunding Bonds, Series 2024" (the "Securities"), dated _____, 2024, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2024; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

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

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

ARTICLE TWO DEFINITIONS

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

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

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

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

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

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

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

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

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

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

ARTICLE THREE PAYING AGENT

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

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

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

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

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

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

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

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

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

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

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

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

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

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

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

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

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

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

ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

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

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

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12 shall survive the termination of this Agreement until the statute of limitations has run.

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

[Remainder of page left blank intentionally.]

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

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: _____

Title: _____

Address: 13737 Noel Road, Suite 800
Dallas, Texas 75240

TOWN OF FLOWER MOUND, TEXAS

By: _____
Pricing Officer

Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028

ANNEX A



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

DATE: June 17, 2024
FROM: Brennon Peltier, Park Development Manager
ITEM: **Public Hearing to consider approval of a resolution authorizing the application of a grant proposal to the Texas Parks and Wildlife Department, for funding assistance for the development of Trotter Park; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Each year, the Texas Parks and Wildlife Department (TPWD) advertises its Local Parks Non-Urban Outdoor Recreation Grant Program. The deadline for application for funding through this grant is August 1, 2024. The Local Parks Non-Urban Outdoor Recreation Grant Program provides 50% matching fund grant assistance (up to \$750,000.00) for acquisition, development, and renovation of public recreation areas and facilities. Trotter Park is a 13.11 acre park located at 4551 Cross Timbers Road. The master plan for Trotter Park was recommended by the Parks Board on June 6, 2024. Funds to assist in the development of Trotter Park are scheduled to be appropriated in the FY24-25 budget.

Requirements for application of a TPWD Grant include a Public Hearing to solicit citizen input and a resolution authorizing application for the grant. Sponsors requesting assistance for grant funds must submit an application to TPWD and have it approved prior to any construction activities for which assistance is requested. The maximum amount which may be requested for assistance is \$750,000 in matching grant funds. Projects must be operated and maintained for the purposes intended throughout the expected lifetime of the facilities, minimum of 25 years, by the Town. The Town's local match must be documented by letters of commitment and provide documentation of legal control of the project site. TPWD will announce recommendations to fund individual projects sometime in early-to-mid 2025.

BOARD REVIEW/CITIZEN FEEDBACK: The master plan for Trotter Park was recommended for Town Council approval and adoption by the Parks Board on June 6, 2024.

ALTERNATIVES: The Town Council can decide not to submit a grant application at this time.

FISCAL IMPACT: \$750,000.00

Proposed Expenditure/(Revenue)
\$750,000.00

Account Number(s):
Fund 310 - Park Development Funds

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

ATTACHMENTS:

1. TPWD Local Parks Non-Urban Outdoor Recreation Grant Program Resolution

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

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

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, DESIGNATING THE DIRECTOR OF PARKS AND RECREATION AS THE TOWN'S REPRESENTATIVE TO WORK WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT FOR THE PURPOSE OF SUBMITTING AN APPLICATION FOR THE TEXAS PARKS & WILDLIFE LOCAL PARKS – NON-URBAN OUTDOOR GRANT FOR THE DEVELOPMENT OF TROTTER PARK; CERTIFYING THAT THE TOWN IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE TOWN'S MATCHING SHARE IS AVAILABLE IN CURRENT FUNDS; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC AND RECREATIONAL USES; 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 Texas Local Government Code; and,

WHEREAS, the Town desires to apply for a Texas Parks & Wildlife Local Parks – Non-Urban Outdoor Grant Program (the "Program") in order to develop Trotter Park in the Town; and,

WHEREAS, the Town is eligible to receive assistance under the Program; and,

WHEREAS, the Town desires to designate the Director of Parks and Recreation as its representative to work with the Texas Parks & Wildlife (the "Department") concerning the Program;

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

SECTION 1

The Town designates the Director of Parks and Recreation to work with the Department for the purpose of submitting an application for the Program for the development of Trotter Park, a 13.11 acre park located at 4551 Cross Timbers Road.

SECTION 2

The Town certifies that it is eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 3

The Town certifies that its matching share for this application is readily available at this time.

SECTION 4

The Town specifically authorizes the Director of Parks and Recreation to file the Program application with the Department concerning the site to be known as Trotter Park in the Town for use as a park site, and the site is hereby dedicated for public park and recreation purposes in perpetuity. Projects with federal monies may have differing requirements.

SECTION 5

This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 17th DAY OF JUNE, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: June 17, 2024
FROM: Claire Barnes, Planner
ITEM: **Public Hearing to consider a request for a Comprehensive Sign Package (CSP24-0002- HTeaO Comprehensive Sign Package) to allow a larger wall sign and additional wall signs on the building. The property is generally located south of Cross Timbers Road and west of Morriss Road. (PZ recommended approval by a vote of 5 to 1 at its June 10, 2024, meeting.)**

BACKGROUND:

- Lot Size – Approximately 0.68 acres
- Zoning – Planned Development District No. 12 with Retail District-2 (R-2) uses.
- SMARTGrowth – N/A, review not triggered
- CSP – The purpose of the request is to obtain approval of a Comprehensive Sign Package (CSP) to allow a taller wall sign on the east façade and five additional wall signs. Town code permits the applicant to have a sign on the façade facing Morriss and one additional sign on another building façade. The applicant elected to place the additional sign on the south façade over the main entrance. The proposed signs require a CSP for the following reasons:
 - A.2 - Wall sign (east façade): Town code limits this sign's height to 4 feet 6 inches (54 inches). The applicant is requesting to increase the height to 6 feet (72 inches).
 - A.3 – Wall sign (north façade): The applicant has opted to install the two permitted signs on the east and south façades and is requesting to allow a third sign that is 72 inches (6 feet) tall on the north façade for visibility from Cross Timbers Road.
 - A.4 (west façade) - The applicant has opted to install the two permitted signs on the east and south façades and is requesting to allow a fourth sign that is 72 inches (6 feet) tall on the west façade for visibility from within the development.
 - B.1, B.2, B.3 (south façade) - The applicant has an approved sign permit for one sign above the entrance. The applicant is requesting three additional signs on the south façade. Each sign is 4 feet by 4 feet (16 square-feet per sign).
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval of signs A.2, A.3, and A.4, and recommended denial of signs B.1, B.2, and B.3, by a vote of 5 to 1 at its June 10, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

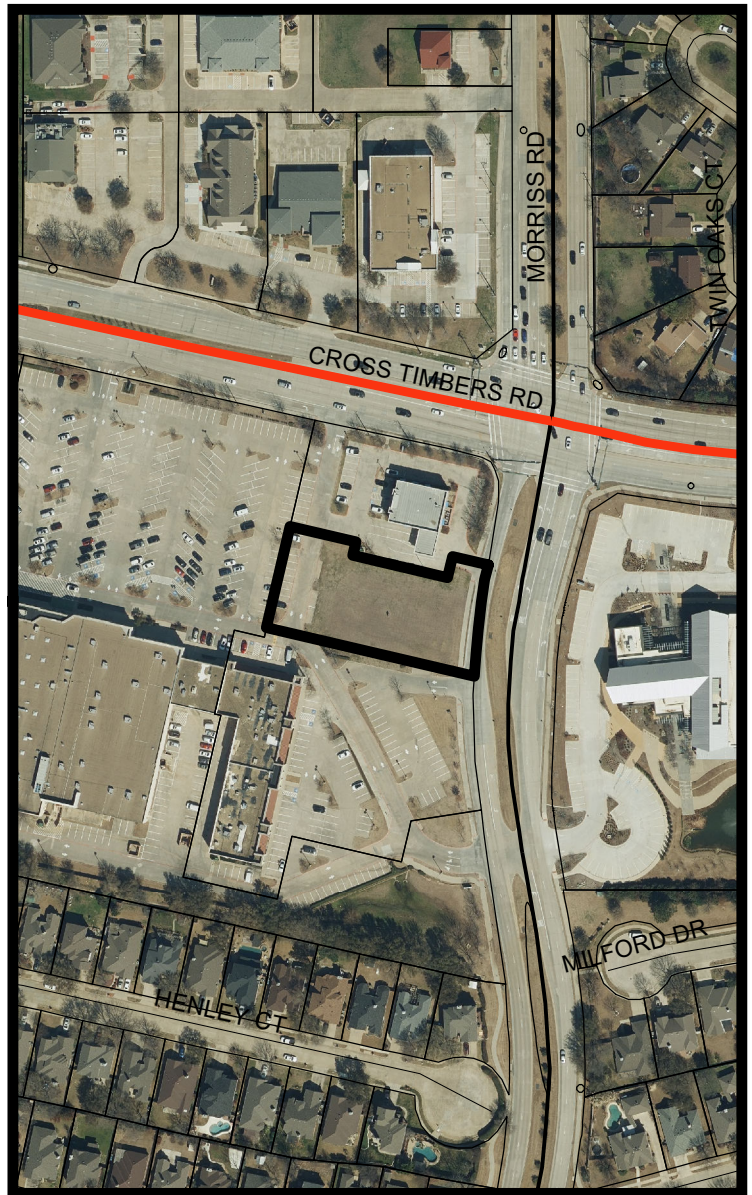
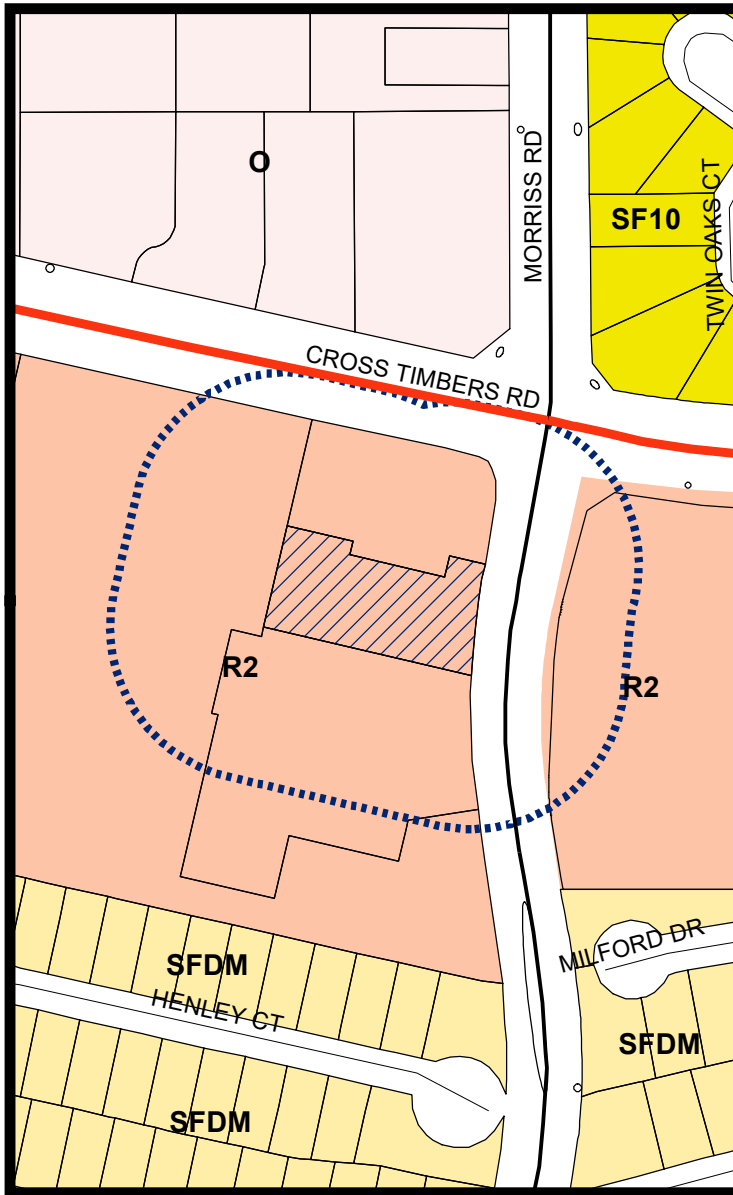
ATTACHMENTS:

1. Zoning & Aerial Map

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

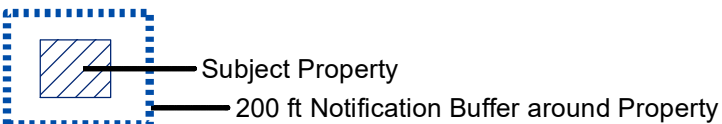
Vicinity Map

CSP24-0002: HTeaO



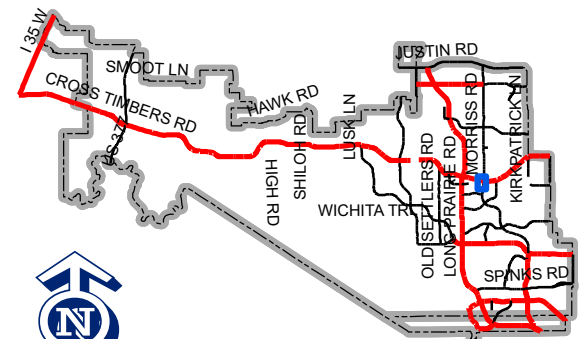
LEGEND

Office
 Retail 2
 Single Family 10
 Single Family Density Medium



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

0 187.5 375 750 Feet



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

DATE: June 17, 2024
FROM: Poornima Kashyap, Planning Manager
ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD24-0002 – Oncor Dunham Substation) to amend Planned Development District No. 195 (PD-195) with Single Family Estate (SF-E) uses to modify conceptual plans. The property is generally located south of Dunham Road and east of Haynes Road. (PZ recommended approval by a vote of 6 to 0 at its June 10, 2024, meeting.)**

BACKGROUND:

- Size – 158.8 total acres; Tract 1 is 97.00 acres; Tract 2/Oncor Station site is 57.44 acres; Rights-of-way dedication is 4.36 acres
- Existing Zoning – Planned Development District No. 195 (PD-195) with Single Family Estate (SF-E) uses
- PD Amendment – To relocate internal lot lines between Tracts 1 and 2 in order to ensure the net acreage of Tract 1 remains 97 acres after accounting for the final rights-of-way dedication. The acreage of Tract 1 is important because this was identified as land that could potentially be dedicated to the Town to meet parkland dedication requirements for the Furst Ranch mixed-use development.
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its June 10, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

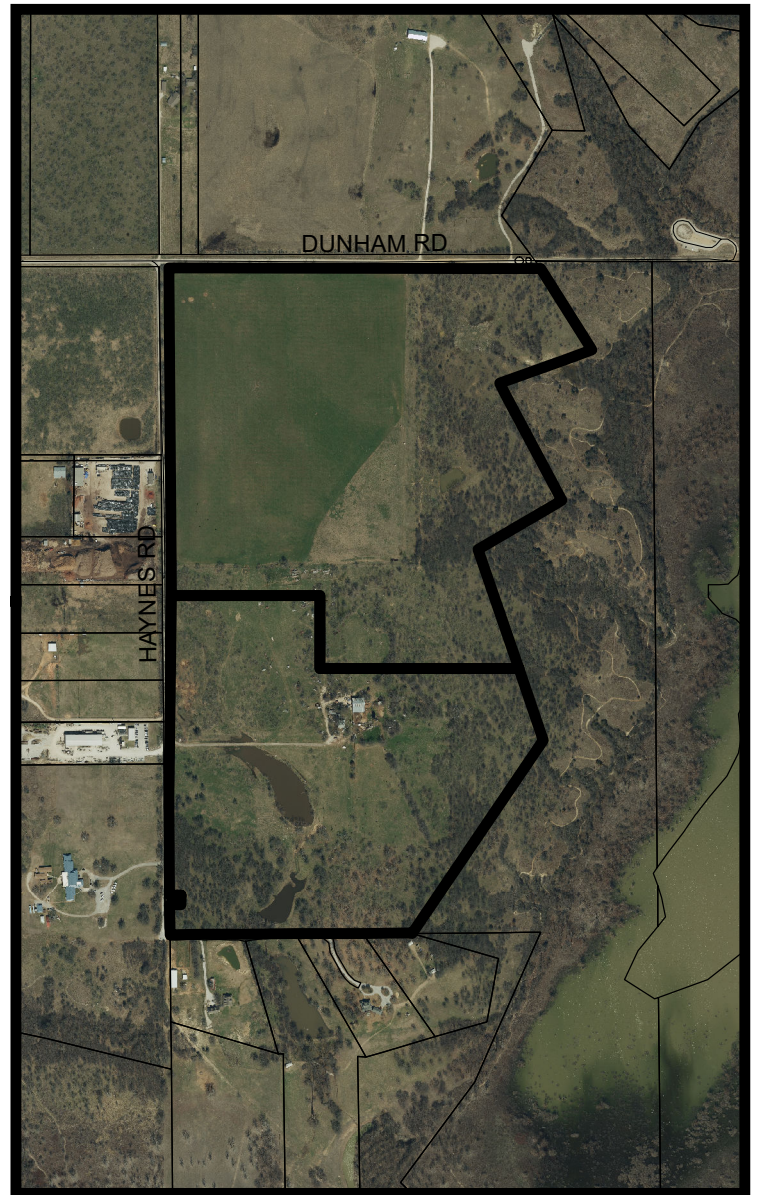
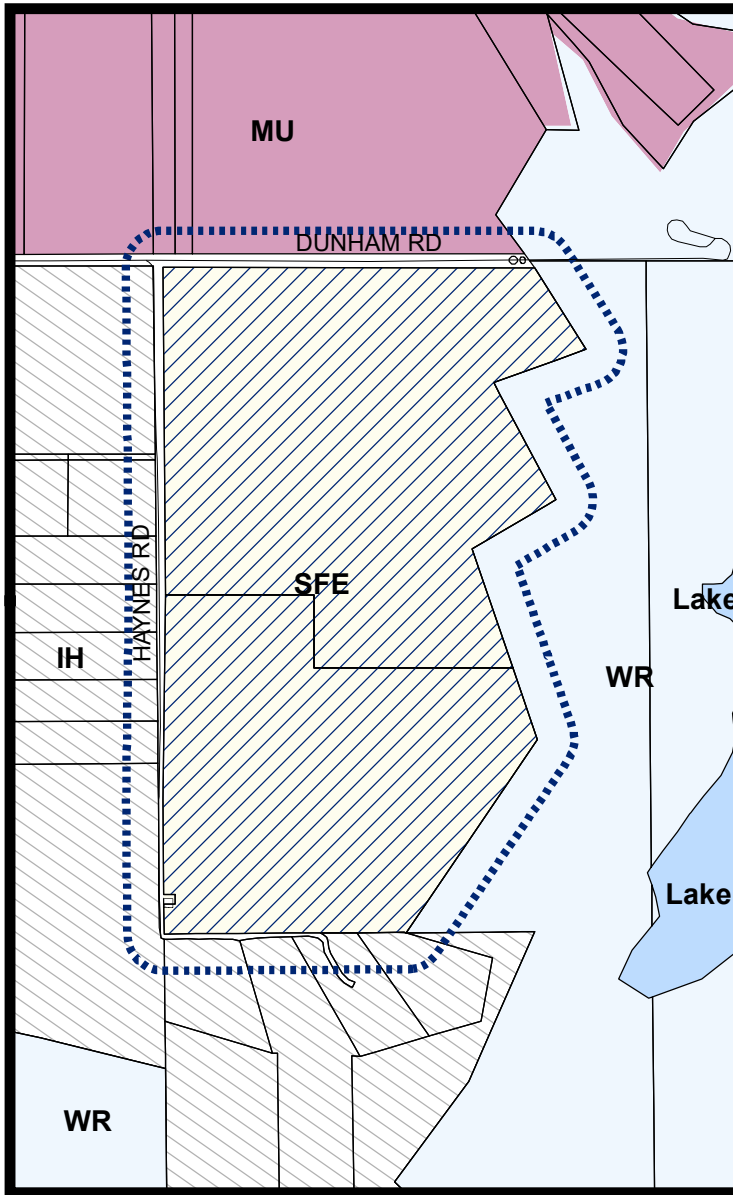
ATTACHMENTS:

1. Zoning & Aerial Map
2. DRAFT Ordinance
3. DRAFT Exhibits

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

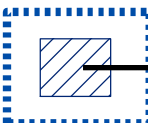
Vicinity Map

ZPD24-0002: Oncor Dunham Substation



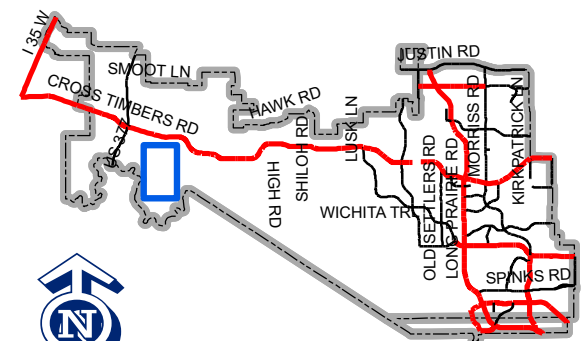
LEGEND

 Interim Holding
  Lake
  Mixed Use
  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

0 750 1,500 3,000 Feet

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 13-23, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 195 (PD-195) ON APPROXIMATELY 158.80 ACRES OF LAND AND BEING ALL OF LOTS 1 AND 2, BLOCK 1, DUNHAM ADDITION, DENTON COUNTY, TEXAS, BY REPLACING THE ZONING EXHIBIT, DEVELOPMENT STANDARDS, AND CONCEPTUAL SITE PLAN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 158.80 acres of land and being all of Lots 1 and 2, Block 1, Dunham Addition, Denton County, Texas (the "Property"), have filed an application to amend Ordinance No. 13-23 for Planned Development District-195 (PD-195) and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on June 10, 2024, and the Town Council of the Town held a public hearing on June 17, 2024, with respect to the proposed planned development amendment as described herein; and,

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

WHEREAS, the Town Council finds that the 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 amend Planned Development District No. 195 (PD-195) as shown below:

Approximately 158.80 acres of land and being all of Lots 1 and 2, Block 1, Dunham Addition, Denton County, Texas.

- A. Exhibit A2, "Zoning Exhibit," of Ordinance No. 13-23 is hereby amended by replacement with the Zoning Exhibit attached hereto as Exhibit "A" and incorporated herein.
- B. Exhibit B, "Development Standards," of Ordinance No. 13-23 is hereby amended by replacement with the Development Standards attached hereto as Exhibit "B" and incorporated herein.
- C. Exhibit C, "Conceptual Site Plan," of Ordinance No. 13-23 is hereby amended by replacement with the Conceptual Site Plan attached hereto as Exhibit "C" and incorporated herein.

SECTION 2

The use of the Property described above shall be subject to all restrictions, terms, and conditions contained in this Ordinance and all Exhibits attached hereto; Ordinance No. 13-23, as amended, for Planned Development District No. 195 (PD-195); 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 take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY OF JUNE, 2024.

APPROVED:

Cheryl Moore, MAYOR

ORDINANCE NO. _____

PAGE 4

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A" - ZONING EXHIBIT

METES AND BOUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

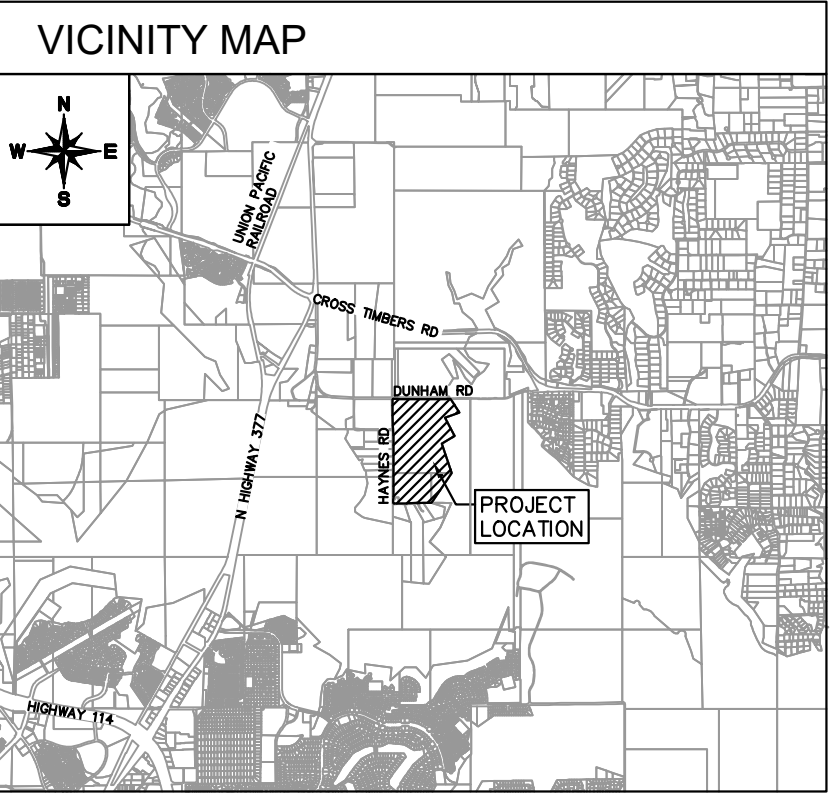
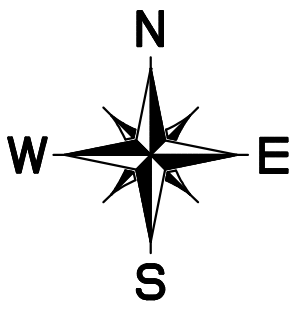
CONTAINING a computed area of 158.802 acres or 6,917,417 square feet of land, more or less.

LINE TABLE		
LINE	LENGTH	BEARING
L1	74.52	N87°13'02.00"E
L2	16.16	N89°54'03.00"E
L3	47.73	N2°34'39.00"W
L4	88.53	S89°45'23.00"W

BENCHMARKS

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

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



LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE

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

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

ZONING EXHIBIT OVERALL

FOR

ONCOR DUNHAM SUBSTATION

DUNHAM ROAD & HAYNES ROAD

FLOWER MOUND, TX 76262

DUNHAM ADDITION

TRACT 1

BEING 97.00 ACRES

TRACT 2

BEING 57.44 ACRES

TOTAL ACREAGE: 154.44

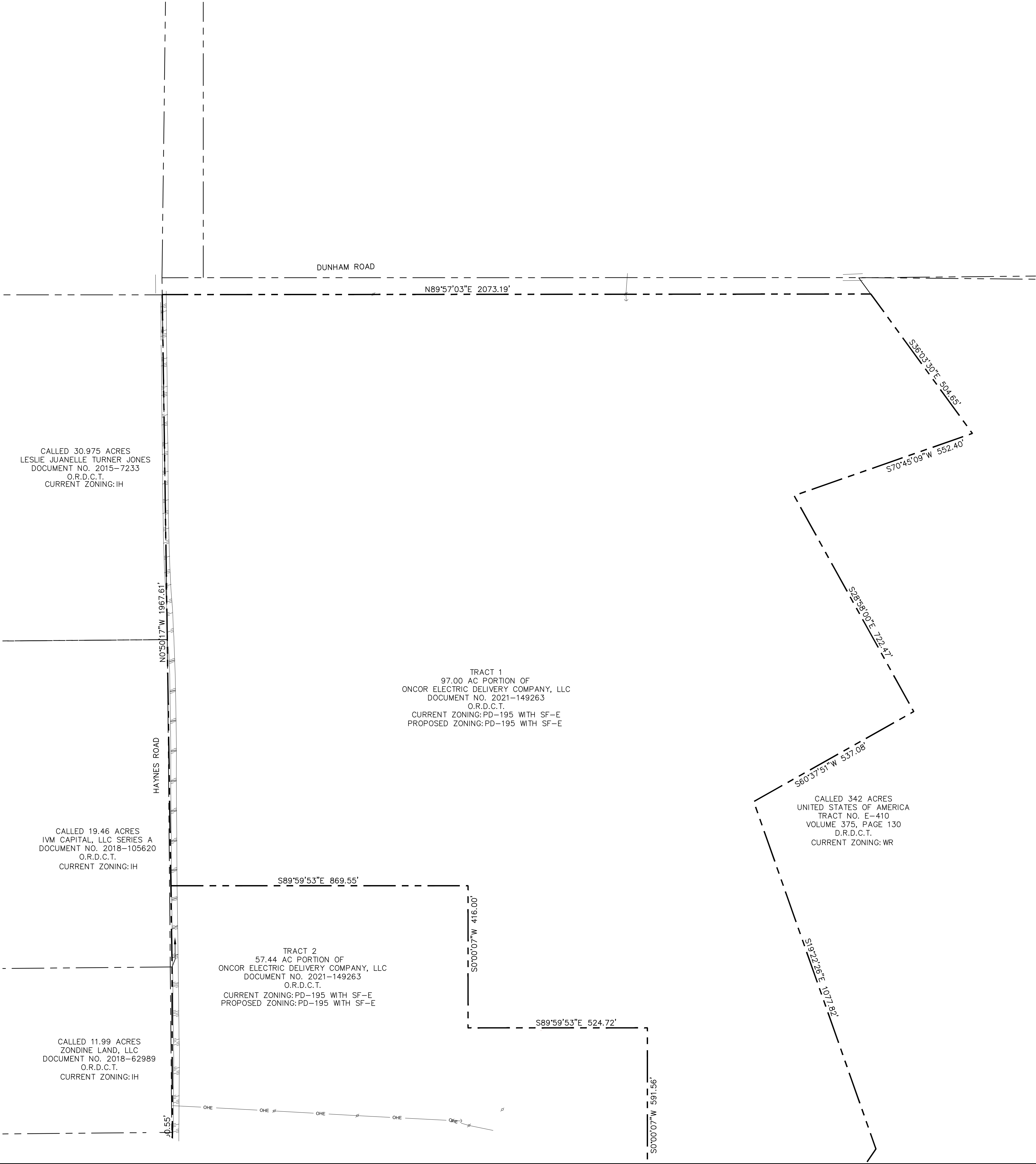
OUT OF

IN THE

TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER/DEVELOPER: Oncor 777 Main St, Suite 707 Fort Worth, TX 76102 Tel: (817) 215-6807 Contact: Seth Sampson		ENGINEER/SURVEYOR: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Rob Myers, P.E.	
DESIGNED RJM	DRAWN KPH	CHECKED RJM	SCALE AS SHOWN
DATE 5/15/2024		KH PROJECT NO. 064424520	

PLOTTED BY: JANA ENGLISH/04/15/24 1:56 PM
 DRAWNAME: K:\P\ CIVIL\PRCS\0 SINGLE FAMILY PURSUITS_201\2010104- ONCOR FLOWER MOUND WEST\CAD\PLANS\HETS\ZPD\FILES\CL_ZONING\EXHIBIT.DWG[Tract 1]
 LAST SAVED: 4/15/2024 3:05 PM
 This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



METES AND BOUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

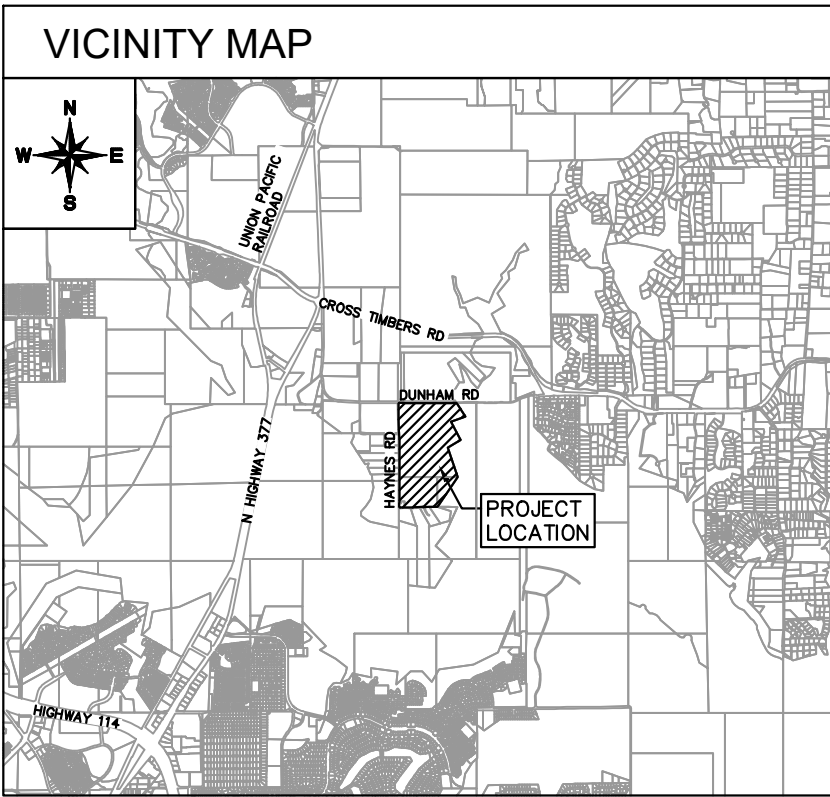
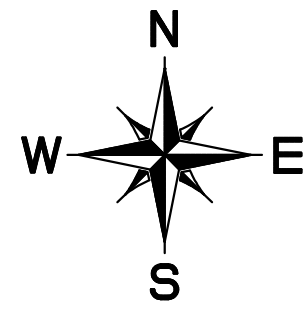
THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 222.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

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

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

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

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



LEGEND	
	PROPERTY LINE
	ADJACENT PROPERTY LINE

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

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

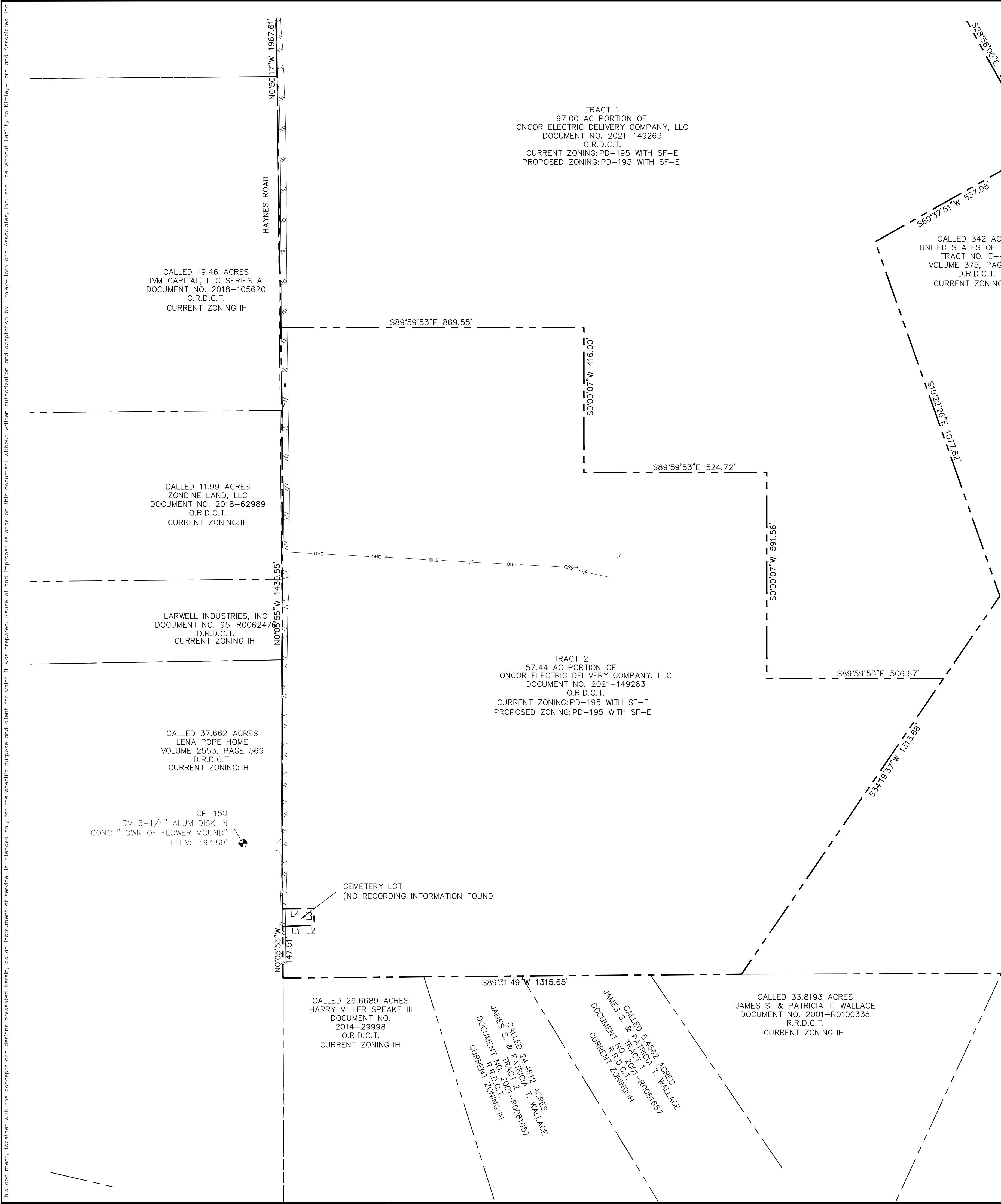
ZONING EXHIBIT TRACT 1
FOR
ONCOR DUNHAM SUBSTATION
DUNHAM ROAD & HAYNES ROAD
FLOWER MOUND, TX 76262
DUNHAM ADDITION
TRACT 1
BEING 97.00 ACRES
TRACT 2
BEING 57.44 ACRES
TOTAL ACREAGE: 154.44
OUT OF
THE RHODY KING SURVEY, ABSTRACT NO. 700
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

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

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

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
RJM	KPH	RJM	AS SHOWN	5/15/2024	064424520

PLOTTED BY: JANA, JANA 11/14/2024 1:48 PM
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METES AND BOUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

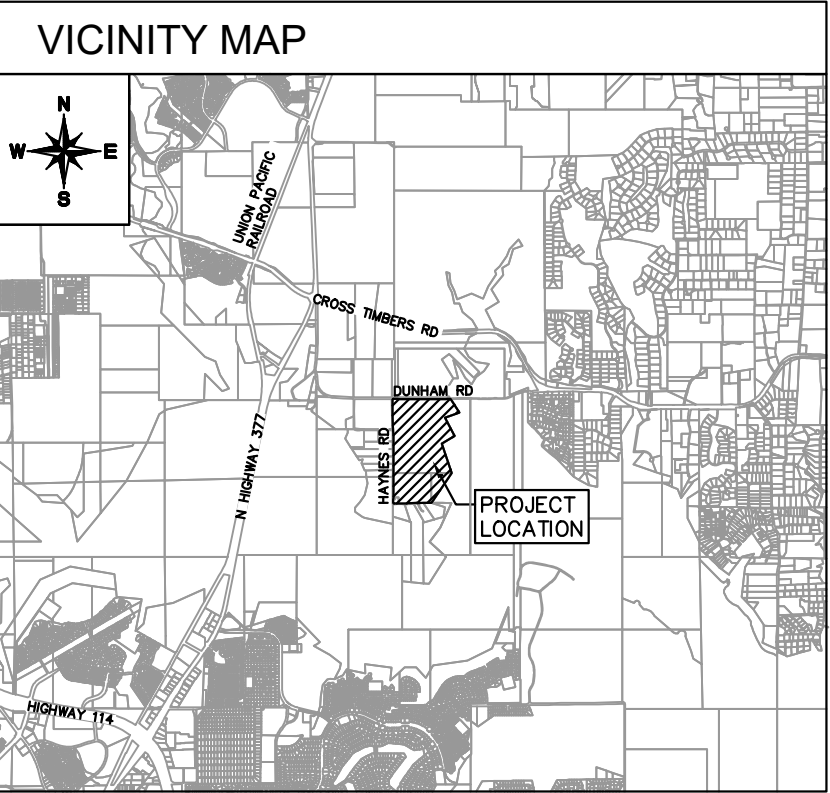
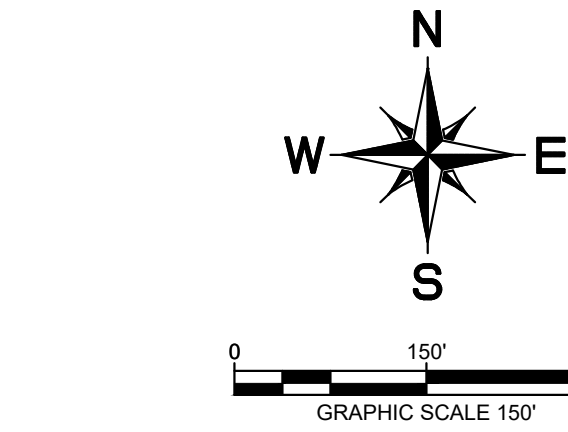
CONTAINING a computed area of 61.605 acres or 2,683,529 square feet of land, more or less.

LINE TABLE		
LINE	LENGTH	BEARING
L1	74.52	N87°13'02.00"E
L2	16.16	N89°54'03.00"E
L3	47.73	N2°34'39.00"W
L4	88.53	S89°45'23.00"W

BENCHMARKS

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

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



LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE

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

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

ZONING EXHIBIT TRACT 2
FOR
ONCOR DUNHAM SUBSTATION
DUNHAM ROAD & HAYNES ROAD
FLOWER MOUND, TX 76262
DUNHAM ADDITION
TRACT 1
BEING 97.00 ACRES
TRACT 2
BEING 57.44 ACRES
TOTAL ACREAGE: 154.44
OUT OF
THE RHODY KING SURVEY, ABSTRACT NO. 700
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

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

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

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
RJM	KPH	RJM	AS SHOWN	5/15/2024	064424520

Exhibit “B”

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

Oncor Substation

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

A. SF-E Single Family-Estate uses:

TRACT 1

Development of PD-195 designated on Exhibit “C,” the Concept Plan, comprising approximately 97.00 acres, shall be in compliance with all regulations applicable to SF-E Single-Family Estate District uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **PERMITTED USES:** Only uses associated with Town Facilities and the following uses shall be permitted within PD-195, subject to compliance with all applicable conditions and provisions of the Town’s Land Development Regulations, as amended.
 - a. Accessory use, general, subject to section 98-972;
 - b. Local Utility Line;
 - c. Public building, shop or yard;
 - d. Solar panel systems, subject to section 98-1002; and
 - e. Telephone equipment station.
2. **SPECIFIC USES:** Any uses associated with Town Facilities and the following uses requiring a Specific Use Permit listed for Single-Family Estate shall be permitted within PD-195, upon Town Council’s approval of a specific use permit and shall be subject to compliance with all applicable conditions and provisions of the Town’s Land Development Regulations, as amended.
 - a. Communication tower, commercial, subject to section 98-977;
 - b. Electrical line/substation, high voltage, subject to section 98-979;
 - c. Private franchise utility (not listed); and
 - d. Transmission pipeline, subject to section 98-997.
3. **TEMPORARY USES:** Only the following temporary uses may be permitted within PD-195 subject to approval of a Temporary Use Permit in accordance with the procedures and standards of section 78-87 of the Code, “Temporary Use Permits:”
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974; and
 - b. Field office, temporary.

ORDINANCE NO. _____

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

TRACT 2

Development of PD-195 designated on Exhibit "C," the Concept Plan, for the Oncor Substation, comprising approximately 57.44 acres, shall be in compliance with all regulations applicable to SF-E Single-Family Estate District uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **PERMITTED USES:** The following uses shall be permitted within PD-195, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended.
 - a. Accessory use, general, subject to section 98-972;
 - b. Local utility line; and
 - c. Electrical line/substation, high voltage, subject to [section 98-979](#).
2. **SPECIFIC USES:** No uses requiring a Specific Use Permit shall be permitted within PD-195.
3. **TEMPORARY USES:** Only the following temporary uses may be permitted within PD-195 subject to approval of a Temporary Use Permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits:"
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974; and
 - b. Field office, temporary.
4. **DIMENSIONAL REGULATIONS:** The dimensional regulations listed for SF-E Single-Family Estate District in the Town's Zoning Ordinance shall be required for this Planned Development, except as listed below:
 - a. *Maximum lot coverage.* The maximum lot coverage in the SF-E Single-Family Estate District shall be 35 percent for all uses, subject to section 98-129.

B. Supplementary Standards

1. To develop Tract 1 with a use other than Town Facilities, an amendment to PD-195 shall be required in order to provide updated conceptual plans and development standards.
2. Vinyl coated chain link fence in either black or green color shall be installed where indicated on the Concept Plan.
3. The height of the dead-end towers shall not exceed 85 feet (85').

ORDINANCE NO. _____

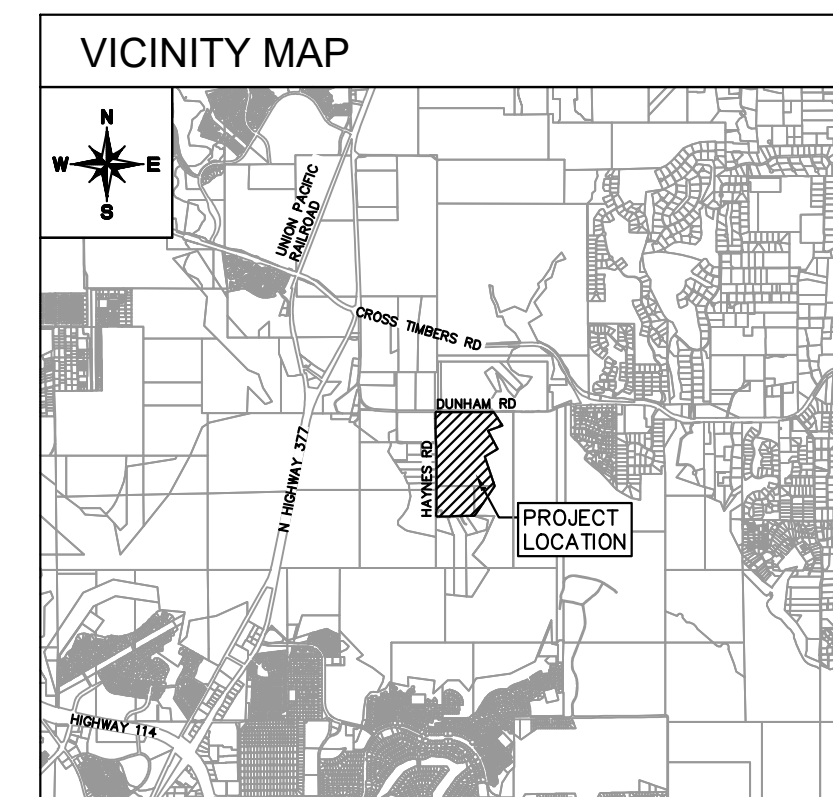
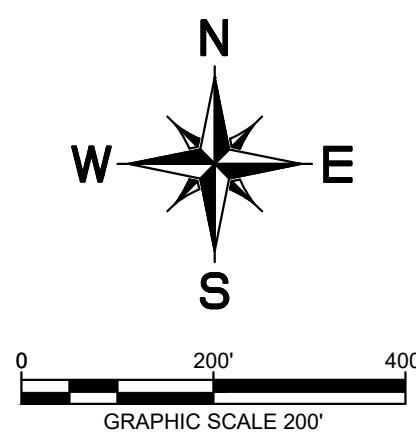
4. Existing trees and shrubs situated east of the switch station as identified on the concept plan and situated within a 250-foot-wide buffer measured from the southern property line of Tract 2 and extending north, shall be preserved.

C. Exceptions for Tract 2

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

1. There shall be no requirement for required planting within the 15-foot (15') landscape buffer along Haynes Road.
2. Compatibility Buffer-Section 82-302.
 - a. The planting requirements of the compatibility buffer shall not apply along the northern boundary of Tract 2.
 - b. An eight-foot (8') masonry wall along the northern property boundary shall be provided as indicated on the Concept Plan. Approximately 1,098 linear feet of minimum six-foot (6') tall vinyl coated chain link fence with one-foot (1') three-strand barbed wire fence on top shall be permitted in the location as indicated on the Concept Plan.
3. Tract 2 shall not be subject to the water impoundment protection requirement of the Environmental Survey Analysis.

EXHIBIT "C" - CONCEPT PLAN



LEGEND

PROPERTY LINE

ADJACENT PROPERTY LINE

SUBSTATION PAD PAVEMENT:
CRUSHED ROCK FLEX BASE
PAVEMENT.
REFERS TO PAVEMENT SECTIONS.

MEDIUM DUTY CONCRETE PAVEMENT:
6' MEDIUM DUTY CONCRETE
PAVEMENT.
REFERS TO PAVEMENT SECTIONS.

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

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

OVERALL CONCEPTUAL SITE PLAN

FOR
ONCOR DUNHAM SUBSTATION
DUNHAM ROAD & HAYNES ROAD

DUNHAM ROAD & HAYNES ROAD
FLOWER MOUND, TX 76262
DUNHAM ADDITION

TRACT 1
BEING 97.00 ACRES
TRACT 2
BEING 57.44 ACRES
TOTAL ACREAGE: 154.44

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

OWNER/DEVELOPER

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

ENGINEER/SURVEYOR

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

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
RJM	KPH	RJM	AS SHOWN	3/18/2024	064424920

BENCHMARKS

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

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

LINE TABLE		
LINE	LENGTH	BEARING
L1	74.52	N87°13'02.00"E
L2	16.16	N89°54'03.00"E
L3	47.73	N2°34'39.00"W
L4	75.52	S89°45'23.00"W

PLATTED BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 01/18/2024 12:45 PM
DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 01/18/2024 12:45 PM
LAST SAVED: 4/17/2024 12:45 PM
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CALLLED 19.46 ACRES
IVM CAPITAL, LLC SERIES A
DOCUMENT NO. 2018-105620
O.R.D.C.T.
CURRENT ZONING: IH

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

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

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

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

TRACT 1
97.00 AC PORTION OF
ONCOR ELECTRIC DELIVERY COMPANY, LLC
DOCUMENT NO. 2021-149263
O.R.D.C.T.
DUNHAM ADDITION
LOT 1 BLOCK 1
CURRENT ZONING: PD-195 WITH SF-E

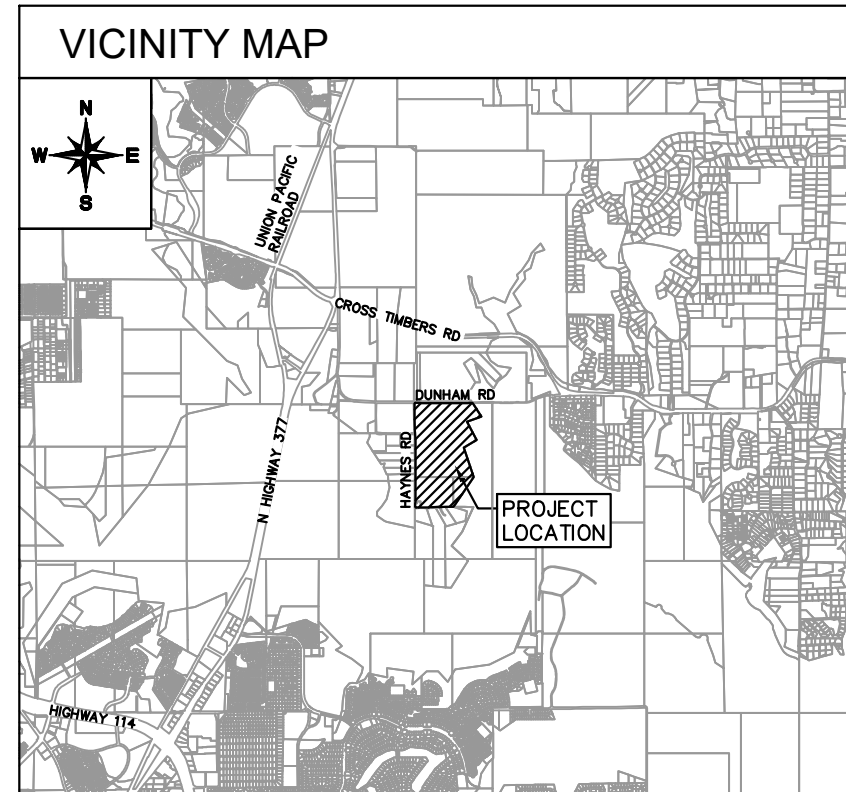
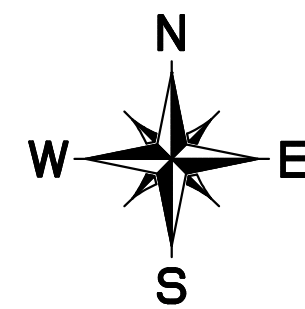
TRACT 2
57.44 AC PORTION OF
ONCOR ELECTRIC DELIVERY COMPANY, LLC
DOCUMENT NO. 2021-149263
O.R.D.C.T.
DUNHAM ADDITION LOT 2 BLOCK 1
CURRENT ZONING: PD-195 WITH SF-E

CALLLED 33.8193 ACRES
JAMES S. & PATRICIA T. WALLACE
DOCUMENT NO. 2001-R0100338
R.R.D.C.T.
CURRENT ZONING: IH

CALLLED 5.1552 ACRES
JAMES S. & PATRICIA T. WALLACE
DOCUMENT NO. 2001-R0081657
R.R.D.C.T.
CURRENT ZONING: IH

SITE NOTES

- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
- FLAG POLES MUST COMPLY WITH THE REGULATIONS IN SECTION 86-4. - PROHIBITED SIGNS.



LEGEND

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

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

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

CONCEPTUAL SITE PLAN - TRACT 2

FOR
ONCOR DUNHAM SUBSTATION
DUNHAM ROAD & HAYNES ROAD
FLOWER MOUND, TX 76026
DUNHAM ADDITION
TRACT 1
BEING 97.00 ACRES
TRACT 2
BEING 57.44 ACRES
TOTAL ACREAGE: 154.44
OUT OF
THE RHODY KING SURVEY, ABSTRACT NO. 700
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

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

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

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
RJM	KPH	RJM	AS SHOWN	3/18/2024	064424520

BENCHMARKS

CP-150:
BM 3-1/4" ALUM DISK IN CONC "TOWN OF FLOWER MOUND"
ELEV: 593.89'
CP-151:
BM 3-1/4" ALUM DISK IN CONC "TOWN OF FLOWER MOUND"
ELEV: 615.94'

LINE TABLE		
LINE	LENGTH	BEARING
L1	74.52	N87°13'02.00"E
L2	16.16	N89°54'03.00"E
L3	47.73	N2°34'39.00"W
L4	88.53	S89°45'23.00"W



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

DATE: June 17, 2024
FROM: Sarah Luxton, Senior Management Analyst
ITEM: **Presentation and discussion regarding FY 2023-24 Strategic Initiatives 1.2 & 1.3 on Public Tree Planting and Tree Guides.**

BACKGROUND: In the 2023-2024 [Strategic Plan](#) for the Town of Flower Mound, Strategic Initiative 1.2 directs staff to provide Town Council with five potential planting sites for an annual tree planting program. Staff from the Environmental Services Department, Strategic Services Division, and Parks & Recreation Department have come together to develop a tentative list of five potential tree planting sites that are located on public property. Each of these sites were selected based on their visibility from the public right of way, proximity to irrigation, and the shade they will eventually provide to the public using the facilities. During this presentation, staff will also present the tentative variety of trees and placement. These trees and sites have been presented to both the Environmental Conservation Commission and the Parks Board. During the presentation, the Parks Board mentioned that they were pleased with the Colony Park site but would like to see less trees in the practice zone of Bakersfield Park (which can easily be accommodated).

Staff has also prepared a Residential Tree Guide and Development Tree Guide in accordance with the Strategic Initiative 1.3 Increase Awareness of the Town's Tree Species Selection List. During this presentation, staff will briefly go over the two documents and welcomes any feedback the Town Council is willing to provide at this time. Staff is requesting direction from Town Council on which planting site the Town should bring forward as a Decision Package in the FY 24-25 Budget.

BOARD REVIEW/CITIZEN FEEDBACK: This item has been reviewed by the Environmental Conservation Commission and the Parks Board.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Final Draft Development Tree Guide
2. Final Draft Residential Tree Guide
3. Council Packet - Tree Planting Presentation

DRAFT MOTION: Discuss and provide staff with direction.

Development Tree Guide



Here are six tips and tricks to help you pass your inspection:

1. Ensure that the species you have selected to plant is a large canopy species from the Town's approved planting list. The tree must be at least 8' in height and 2.5-3" in caliper width.
2. Fill out your tree certification form. Include the tree species' name, the planting location of the tree (front or side yard), the tree's caliper size, and indicate if it is an existing tree.
3. For planting instructions, please see the planting detail included with the tree species certification form (make clickable link to form). This detail also includes standards for trees planted.
4. After planting, ensure that all remaining tape and stakes from the nursery are removed.
5. Expose the root flare of the tree, this allows the inspector to check for girdling roots. Stake the bubbler head 5-6" away from the base of the tree.
6. Prune any dead or broken branches, branches that are rubbing, and branches that are growing inward towards the trunk.

Resource Links:

Tree Ordinance - www.flower-mound.com/treecode

Tree Species Certification - www.flower-mound.com/treespeciesform

Developer Approved Tree List

Southern Live Oak *Quercus virginiana*

Tree Description: Large forest type tree, semi-ever green, reaching 50-80 feet in height and a trunk 5-6 feet in diameter.



selfsufficientculture.com



chasingtrees.net



txtreefarm.com



lowes.com

Chinkapin Oak *Quercus muehlenbergii*

Tree Description: Medium to large tree, reaching 70 feet and a trunk three feet in diameter.

Escarpment Live Oak *Quercus fusiformis*

Tree Description: Medium forest type tree, semi-ever green, reaching 20-40 feet in height and a trunk three feet in diameter.



gardenstylesanantonioy.com



austintexas.gov



lawnrtrees.com



Suzanne Young-npsot.org

Monterrey Oak *Quercus polymorpha*

Tree Description: Medium-sized tree, 40 feet tall and a trunk two feet in diameter.

Magnolia

Magnolia grandiflora

Tree Description: Large tree, reaching over 90 feet in height and a trunk 4 feet in diameter. Southern Magnolia pictured.



sarcraft.com



texastreeid.tamu.edu



Russeltreeexperts.com



Jacampbellsnursery.com

BurOak

Quercus macrocarpa

Tree Description: Large forest type tree, reaching 60-80 feet in height and a trunk 3-4 feet in diameter.

Shumard Red Oak

Quercus shumardii

Tree Description: Large forest type tree, reaching 100 feet in height and a trunk three feet in diameter.



Jane Hill-marylandbiodiversity.com



plantingtree.com



Texastreeid.tamu.edu



Lowes.com

Texas Red Oak

Quercus texana

Tree Description: Medium forest type tree, reaching 30-50 feet in height.

Water Oak

Quercus nigra

Tree Description: Medium forest type tree, reaching 50-70 feet in height



American Elm

Ulmus americana

Tree Description: Large forest type tree, reaching 90 feet in height

Cedar Elm

Ulmus crassifolia

Tree Description: Large forest type tree reaching 75 feet tall and a trunk 2-3 feet in diameter.



Winged Elm

Ulmus alata

Tree Description: Medium to large forest type tree, reaching 30-50 feet in height.

Lacebark Elm

Ulmus parvifolia

Tree Description: Medium forest type tree, reaching 40 feet in height



cityhs.net



texastreed.tamu.edu



texastreed.tamu.edu



hiltonpond.org

Bald Cypress

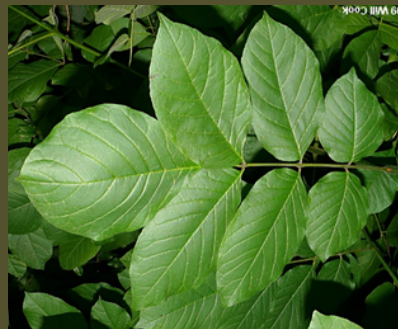
Taxodium distichum

Tree Description: Large forest type tree, reaching over 100 feet in height and a trunk 8 feet in diameter.

White Ash

Fraxinus americana

Tree Description: Large forest type tree, reaching 100 feet in height and a trunk 3 feet in diameter.



Carolinanature.com



Sciencephoto.com



texastreed.tamu.edu



nwdistrict.ifas.ufl.edu

Green Ash

Fraxinus pennsylvanica

Tree Description: Large forest type tree, reaching 70 feet in height and a trunk 2 feet in diameter.

Pecans

Carya species

Tree Description: Large forest type tree, reaching 70-100 feet in height.



Morningchores.com



Pecansouthmagazine.com



Tblogspot.com



hiltonpond.org

Hickories

Carya species

Tree Description: Large forest type tree, reaching between 60-80 feet in height.

Black Walnut

Juglans nigra

Tree Description: Large tree, reaching up to 100 feet in height and a trunk 3 feet in diameter.



gardeningknowhow.com



texastreeid.tamu.edu



Seedsforafrica.com



Thoughtco.com

Juniper

Juniperus species

Tree Description: A spreading shrub that can grow anywhere from 1-5 feet for low spreading species and 60-100 feet for other species.

Texas Ash

Fraxinus texensis

Tree Description: Medium forest type tree, reaching 45 feet in height and a trunk 2 feet in diameter.



leafyplace.com



texastreed.tamu.edu



texastreed.tamu.edu



namethatplant.net

Western Soapberry

Sapindus drummondii

Tree Description: Medium to large tree, reaching between 40-50 feet in height and a trunk 1-2 feet in diameter.

Sweet Gum

Liquidambar styraciflua

Tree Description: Large tree, reaching over 100 feet in height and a trunk 3 feet in diameter.



forestry.about.com



texastreed.tamu.edu



texastreed.tamu.edu



arboretum.ua.edu

Eastern Redcedar

Juniperus virginiana

Tree Description: Large tree, reaching 50 feet in height and a trunk 1-2 feet in diameter.

Pines

Pinus

Tree Description: Large tree, reaching 100 feet in height and a trunk 3 feet in diameter. Slash pine pictured.



arundeltreeservice.meetatree.com



texastreeid.tamu.edu



discover.hubpages.com



landscaping.about.com

Leyland Cypress

Cupressocyparis leylandii

Tree Description: Medium to large tree, reaching between 40-60 feet in height.

Environmental Services Urban Forestry

2121 Cross Timbers Road
Flower Mound, TX 75028

Kayla Lipinski, Tree Preservation Technician

Phone: 972.874.6359

E-mail: kayla.lipinski@flower-mound.com



Residential Tree Guide



Introduction

This guide contains information for caring for a new tree and a list of trees that are recommended to plant in this area. Residents may plant any tree, but these are recommended trees from the Town's approved planting list. There are a few simple factors to take into consideration when planting trees on or around your property: tree purposes, aesthetics, boundaries or buffers, screening, shade, and windbreak. Many people plant trees for different reasons. As a potential tree planter, one of the most important steps of tree selection is the identification of what you want your tree to do. This step will be essential in the selection process as it may actually dictate the species of tree that you purchase.

Selecting Your Tree - The first step is picking out your tree. When at the nursery, pick a tree with a strong central leader, no girdling roots, and make sure the tree has a natural crown shape and has not been sheared. Consider where you will be planting your new tree to ensure you are picking the right tree for the right place!

Size and Location - A common mistake made by many tree planters is that they forget to anticipate what the tree's size and shape will be at maturity. A few considerations should be taken into account at this step. Consider the height, crown spread, and root space needed by the tree. If these issues are addressed, it may prevent the development of future problems for the tree and the homeowner.

Crown Form or Shape - The crown of a tree is dictated by species and growing condition. The shape of the crown should be considered when you are in the planning stage. There are five different identifiable crown shapes: Columnar (Leyland Cypress), Oval (Texas Ash), Pyramidal (Bald Cypress), Round (White Oak), and V-shaped (American Elm).



Tree Care

Tree Planting - Fall is the best time to plant a new tree. When digging the hole for your new tree, it should be 2-3 times wider than the root mass and deep enough that the root flare of the tree will sit 1-2" above grade. Cut any girdling roots that you see before placing your tree in the ground. After placing your tree in the hole, start adding soil, hand-packing the soil around the roots. Add water halfway through filling in your soil. After all soil has been added, water again thoroughly.

Watering - The easiest way to ensure your trees are getting enough water is to utilize soaker hoses or drip irrigation and the best time of day to water is in the early morning or late evening. Your tree should receive about 5 gallons of water for every caliper inch. Whether hand watering or irrigating, the water should reach the roots of your tree, which are about 4-6" deep. For the first 2 weeks, your tree will require daily watering. For weeks 3 to 10, you can water your tree every 2-3 days. For week 11 and beyond, water your tree once a week. New trees are considered established after 2-3 years and no longer need to be regularly watered after they are established. You can pause watering your trees while the ground is frozen or if temperatures drop below freezing.

Mulch - Mulching your new tree properly can help reduce weeds, regulate the temperature of your soil, and conserve water. There are many types of mulch you can use, but organic mulch is best because it contains microorganisms that can improve your soil health and promote growth. It is important to use the proper amount of mulch, over-mulching can lead to bacterial/fungal growth and reduced the amount of water available in the soil. Mulch should be distributed evenly to the extent of the drip line in a 2-3" layer. Do not mulch up to the trunk of the tree, instead, start the mulch outside of the root flare. You should replace your mulch once it is below the 2-3" height or once a year, whichever comes first.

Pruning - It is important to prune your tree when it is young, as this makes maintenance easier as the tree matures. Trees do not heal their wounds, they seal them, so making smaller cuts when the tree is young makes it easier for them to seal the wound. No more than 25% of the tree's canopy should be removed in one pruning session. When pruning, make sure your cuts are outside of the tree's branch collar and not directly flush with the trunk. Trees should have one distinct central leader. Start by removing any co-dominant stems that may be competing with the main trunk. Remove any broken or dead branches, crossing branches, or branches that turn inwards towards the trunk. Once the tree matures, it is recommended to consult an arborist to properly prune your tree. Please view this video on how to make proper pruning cuts: <https://www.flower-mound.com/2481/Tree-Topping>

Glossary

Central Leader: This is the single main trunk. Other smaller branches should extend off of this main trunk.

Girdling Root: This is a root that wraps fully or partially around a tree's trunk.

Shearing: Removing new growth from a tree to give it an unnatural shape.

Caliper: The diameter of a tree's trunk. This is measured at 6" above the soil for young trees and 4'5 feet for mature trees.

Drip Line: The imaginary circle on the ground below the outer edge of the tree's canopy. This is where a tree's critical roots are located.

Root Flare: The area where a tree's trunk ends and its root system begins.



Flower Mound Protected Tree List

Small Trees

Carolina Buckthorn

Rhamnus Caroliniana virginiana

Tree Description: Bark is mostly smooth with raised lenticels. Bark typically has gray splotches throughout. Older trees will sometimes form small fissures in the bark.

Leaf: Leaves are glossy green, smooth, and have prominent veins.

Flowers: are bell shaped, pale yellow-green, and are very small.

Fruit: is a drupe smaller than 1" that starts as red and matures to black.



<http://texastreeid.tamu.edu/content/TreeDetails/?id=41&t=B>



https://www.wildflower.org/gallery/result.php?id_image=12550

Yaupon Holly

Ilex Vomitoria

Tree Description: Bark is a white-gray color and is smooth. Older trees may feel scaly.

Leaf: Leaves are small, leathery, and bright green.

Fruit: is a drupe that is ¼" and red in color

Flowers: are a green-white color



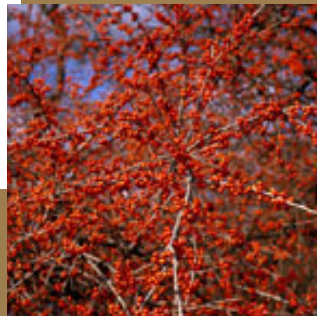
https://www.wildflower.org/plants/result.php?id_plant=ILVO



<http://texastreeid.tamu.edu/content/TreeDetails/?id=49>



<http://texastreeid.tamu.edu/content/TreeDetails/?id=47&t=P>



<https://aggie-hort.tamu.edu/ornamamentals/natives/ILEXDECIDUA.HTM>

Possumhaw

Ilex Deciduas

Tree Description: Bark is a gray color and smooth.

Leaf: Leaves are a long oval shape. Leaves are a dark green color that turn yellow in the fall.

Fruit: is a drupe that can be red, yellow, or orange.

Flowers: are white and small.

Eastern Redbud

Cercis canadensis

Tree Description: Description: Bark is a gray-brown color and rough. Trees are typically multi-trunked.

Leaf: Leaves are round, thick, and glossy. Leaves are slick and bright green.

Fruit: A flattened, many-seeded pod.

Flowers: are a purple-red color.



Jacampbellsnursery.com



<https://shop.arborday.org/eastern-redbud>

Texas Buckeye

Aesculus glabra var. arguta

Tree Description: Bark is gray-brown, thin and smooth.

Leaf: Leaves are shiny and dark green and turn yellow in the fall. Leaves are smooth on the top and fuzzy on the bottom.

Fruit: is leathery with blunt spines.

Flowers: are white or pale yellow.



<https://aggie-hort.tamu.edu/ornamentals/natives/AESCULUSGLABRA.HTM>



<https://dyckarboretum.org/plant-profile-run-texas-buckeye/>



<https://www.greenthumbsgarden.com/products/chickasaw-plum-tree>



https://www.wildflower.org/plants/result.php?id_plant=pran3

Chickasaw Plum

Prunus Agustifolia

Tree Description: Bark is a reddish color and smooth. Older trees may feel scaly and may become furrowed.

Leaf: Leaves are small and lance shaped. Leaves have small "teeth" on the end.

Fruit: is a drupe that is red or yellow in color.

Flowers: are white.

Mexican Plum

Prunus Mexicana

Tree Description: Description: Bark is a gray-brown color and rough. Trees are typically multi-trunked.

Leaf: Leaves are round, thick, and glossy. Leaves are slick and bright green.

Fruit: A flattened, many-seeded pod.

Flowers: are a purple-red color.



https://www.wildflower.org/plants/result.php?id_plant=PRME



<http://texastreeid.tamu.edu/content/TreeDetails?id=85>

Medium Trees

Cedar Elm

Ulmus crassifolia

Tree Description: Large forest type tree reaching 75 feet tall and a trunk 2-3 feet in diameter.

Leaf: Alternate and simple, 1-2.5 inches long, oval to elliptical in shape, and blunt at the tip. Dark green, shiny, and rough.

Flower: Hairy, short-stalked clusters in the leaf axils.

Fruit: An oval samara that is 0.25 to 0.5 inches long, seed is centered in the middle of the wing, deeply notched at the tip and hairy.



austintexas.gov



southernnativetrees.weebly.com



texastreeid.tamu.edu

Winged Elm

Ulmus alata

Tree Description: Medium to large forest type tree, reaching 30-50 feet in height.

Leaf: Simple and alternate, 1.5-3.5 inches long. Rough, thick texture and oval in shape with serrated edges, a pointed tip, and an asymmetrical leaf base. Dark green in color.

Flower: Small red flowers growing in clusters.

Fruit: Fruit is a flat and fuzzy green disk that turns red as maturity is reached. Oval in shape with silver hairs along the margin.



lbiblio.org

Slippery Elm

Ulmus rubra

Tree Description: Leaves are small, broader in the middle and end in a point. Bark is red-brown to gray-brown with grooves and is rough.

Leaf: Leaves are dark green, rough, and have "teeth" on the end.

Fruit: is a long seed surrounded by a flat wing,

Flowers: are green.



<https://www.foragingtexas.com/2006/04/slippy-elm.html>



https://en.wikipedia.org/wiki/Ulmus_rubra



<http://texastreeid.tamu.edu/content/TreeDetails?id=99>



https://www.wildflower.org/gallery/result.php?id_image=24069

Blackjack Oak

Quercus marilandica

Tree Description: is black-brown and rough, it resembles alligator skin.

Leaf: Leaves are bell shaped with 3-5 lobes. Leaves are dark green and shiny.

Fruit: is a yellow-brown acorn.

Flower: can be yellowish or reddish.

Persimmon Species

Diospyros texana

Tree Description: Bark is gray and smooth. The bark is also thin.

Leaf: Leaves are small, oval, and rounded at the tip

Fruit: is fleshy and turns from green to yellow or orange and purple when mature.

Flowers: are a purple-red color.



https://www.wildflower.org/gallery/result.php?id_image=42613



<http://texastreeid.tamu.edu/content/TreeDetails?id=38>

Chittamwood

Bumelia

Tree Description: Bark is gray-brown and rough. Branches have sharp spines at the end.

Leaf: Leaves are long and dark green.

Fruit: is a berry that is green and turns to purple or black as it ripens.

Flowers: are small and white in color.



<https://extension.okstate.edu/programs/plant-id/plant-profiles/chittamwood/>



<http://texastreed.tamu.edu/content/treedetails/?id=118>



texastreed.tamu.edu



namethatplant.net

Western Soapberry

Sapindus drummondii

Tree Description: Medium tree, reaching between 40-50 feet in height and a trunk 1-2 feet in diameter.

Leaf: The leaves are compound and alternately arranged with 4-9 pairs of leaflets that are 1.5-4 inches long and lanceolate in shape. They are pale yellow-green in color with prominent venation.

Flower: Flowers are yellow or white in color and found in spike clusters

Fruit: Fruit is a wide and leathery green berry that turns yellow, orange, or red as the tree matures.

Sweet Gum

Liquidambar styraciflua

Tree Description: Large tree, reaching over 100 feet in height and a trunk 3 feet in diameter.

Leaf: The leaves are distinct star shape. They are 4-7 inches long. They are shiny and dark green in color and aromatic if crushed.

Flowers: Male flowers are small and green and female flowers are round heads on a long stalk.

Fruit: Green in color and shaped like a spiked ball that is 1-1.5 inches in size.



forestry.about.com



texastreed.tamu.edu



Flower Mound Protected Tree List

Large Trees

Southern Live Oak *Quercus virginiana*

Tree Description: Large forest type tree, semi-ever green, reaching 50-80 feet in height and a trunk 5-6 feet in diameter.

Leaf: Simple and alternate, up to 6 inches long and 2 inches wide in an oblong shape. Leathery and green they do not lose their leaves in the winter.

Flower: Flowers are green, and catkins are up to 4 inches long.

Fruit: Acorns are $\frac{3}{4}$ inches long and dark in color with a pointed tip and a warty cap.



chasingtrees.net



selfsufficientculture.com

Chinkapin Oak

Quercus muehlenbergii

Tree Description: Medium to large tree, reaching 70 feet and a trunk three feet in diameter.

Leaf: Simple, alternate, oval to elliptical or oblong shape, four to six inches long and 1.5-2 inches wide, edges of the leaf are sharply toothed, but without bristle-tips the teeth are slightly recurved.

Flower: Separate male and female flowers appear in spring on the same tree. Male flowers are a yellowish catkin three to four inches long and the female flowers are less conspicuous and reddish.

Fruit: Acorns are 0.5 to 1.25 inches long, light to dark brown when ripe, enclosed by one-half its length by the bowl – shaped cup.



lowes.com



txtreefarm.com



Russeltreeexperts.com



Jacampbellsnursery.com

BurOak

Quercus macrocarpa

Tree Description: Large forest type tree, reaching 60-80 feet in height and a trunk 3-4 feet in diameter.

Leaf: Leaves are large, 5-12 inches in size and deeply lobed with 5-9 lobes per leaf. Shiny and dark green in color.

Flower: Green catkins 1-3 inches long with many small flowers.

Fruit: Acorns are 0.75 to 1.25 inches long and 0.5 to 1 inch in diameter with a large cup that covers most of the nut.

Shumard Red Oak

Quercus shumardii

Tree Description: Large forest type tree, reaching 100 feet in height and a trunk three feet in diameter.

Leaf: Simple and alternate, six to eight inches long and four to five inches wide with 5-9 pointed lobes. Glossy and dark green on top, light green and smooth beneath.

Flower: Male and female flowers borne in spring on the same tree- male flowers on catkins are six to seven inches long and the female flowers solitary or paired in the leaf axils.

Fruit: Acorns are 0.75 to 1.25 inches long and 0.5 to 1 inch in diameter and oval in shape



plantingtree.com



Jane Hill-marylandbiodiversity.com



Copyright © Robert O'Brien

Texastreeid.tamu.edu

Texas Red Oak

Quercus texana

Tree Description: Medium forest type tree, reaching 30-50 feet in height.

Leaf: Simple and alternate, 3-4 inches long. Leathery and light green with 5-9 pointed lobes that narrow in the middle.

Fruit: Acorns are 1 inch long, red-brown in color and oval in shape.



Lowes.com

Water Oak

Quercus nigra

Tree Description: Medium forest type tree, reaching 50-70 feet in height

Leaf: Simple and alternate, 2-6 inches long. Dull blue-green with 1-3 lobes and wedge shaped.

Fruit: Acorns are ½ inches long and almost black in color with a shallow cap.



Texastreed.tamu.edu



Carolinanature.com



Inaturalist.org

American Elm

Ulmus americana

Tree Description: Large forest type tree, reaching 90 feet in height

Leaf: Simple and alternate, 4-6 inches long. Glossy and dark green on top, light green and smooth beneath. Oval in shape with a pointed tip and serrated edges.

Flower: Appear in small clusters, green in color in the axis of the leaves.

Fruit: Oval in shape with the seed in the center, surrounded by a wing with fuzzy edges



Jpfw.edu

Pecans

Carya species

Tree Description: Large forest type tree, reaching 70-100 feet in height.

Leaf: The leaves are alternate and compound, consisting of 9-15 lance shape leaflets that are 3-8 inches in size. Their leaves are yellow-green in color.

Fruit: Edible nut with a green husk that turns brown and splits when it ripens in the fall, between 1-3 inches in size.



Pecansouthmagazine.com



Morningchores.com



Tblogspot.com

Hickories

Carya species

Tree Description: Large forest type tree, reaching between 60-80 feet in height.

Leaf: The leaves are compound and alternate with 3-17 serrated leaflets and a single leaf at the tip. They are light/dark green in color.

Fruit: An edible nut ½-3 inches long and round or oval in shape and green/ brown in color



hiltonpond.org

Black Walnut

Juglans nigra

Tree Description: Large tree, reaching up to 100 feet in height and a trunk 3 feet in diameter.

Leaf: The leaves are compound and alternately arranged with 15-23 leaflets that are 3-5 inches long with the largest leaves being in the middle. Yellow-green in color with fine teeth along the margin and pointed at the tip.

Flower: Male and female flowers are located on the same tree. Male flowers are yellow-green catkins 2-5 inches long. Female flowers are found in groups of 1 to 4 at the end of twigs.

Fruit: A large and round nut that is found alone or in pairs. It is enclosed in a leathery green husk that when split, holds a black nut that is enclosed by a thick, finely ridged shell.



texastreeid.tamu.edu



gardeningknowhow.com



texastreeid.tamu.edu



hiltonpond.org

Bald Cypress

Taxodium distichum

Tree Description: Large forest type tree, reaching over 100 feet in height and a trunk 8 feet in diameter.

Leaf: The leaves are single needles $\frac{1}{2}$ - $\frac{3}{4}$ inches long arranged in 2 rows on a singular green twig. Yellow-green in color with a feather-like texture and a pointed tip.

Fruit: Green cones that turn gray or brown when mature. $\frac{3}{4}$ -1 inches long that are solitary or in clusters on the end of the branch.

Magnolia

Magnolia grandiflora

Tree Description: Large tree, reaching over 90 feet in height and a trunk 4 feet in diameter. Southern Magnolia pictured.

Leaf: Simple and alternately arranged, 6-8 inches long. Oval in shape, leathery, glossy, and dark green in color.

Flower: Large, 6-8 inches wide and white with a splash of bright purple in the center.

Fruit: Fruit is an aggregation of red seeds, oval shaped, and appears as a cone that is 3-4 inches long.



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sarcraft.com



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arundeltreeservice.meetatree.com

Pines

Pinus

Tree Description: Large tree, reaching 100 feet in height and a trunk 3 feet in diameter. Slash pine pictured.

Leaf: The needles appear in bundles of 2 or 3 and are 5-10 inches long. They are dark green in color and clustered to give a "foxtail" appearance.

Flower: Male conelets are purple-brown in color and female conelets are pink on short stalks.

Fruit: Fruit is a brown and glossy wooden cone about 1 inch long with thin scales and sharp, fine prickles.

White Ash

Fraxinus americana

Tree Description: Large forest type tree, reaching 100 feet in height and a trunk 3 feet in diameter.

Leaf: The leaves are opposite and compound, with 7-9 leaflets arranged pinnately and are 3-5 inches long, oval in shape, and pointed at the tip. Leaves are dark green in color.

Flower: Male and female flowers are found on separate trees. Flowers are red/purple in color. Male flowers are in dense clusters and female flowers are in open branched clusters.

Fruit: Fruit is a samara that is 1-2 inches long, in the shape of a canoe paddle with a notch on the tip.



Sciencephoto.com



Carolinanature.com



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texastreeid.tamu.edu



nwdistrict.ifas.ufl.edu

Green Ash

Fraxinus pennsylvanica

Tree Description: Large forest type tree, reaching 70 feet in height and a trunk 2 feet in diameter.

Leaf: The leaves are opposite and compound, with 7-9 leaflets arranged pinnately that are 2-6 inches long, oval or lance shaped, and pointed at the tip. Leaves are dark green in color.

Flower: Male and female trees are found on separate trees. Male flowers are in tight, dark clusters. Female flowers are found in loose clusters.

Fruit: Fruit is a flat, winged samara 1-1.5 inches long with the wing extending past the middle of the seed.

Texas Ash

Fraxinus texensis

Tree Description: Medium forest type tree, reaching 45 feet in height and a trunk 2 feet in diameter.

Leaf: The leaves are opposite and compound, with 5 leaflets arranged pinnately that are 1-3 inches long, and oval or round shaped. Leaves are dark green in color.

Flower: Male and female flowers are found on separate trees. Male flowers are dark purple and found in clusters near the end of twigs. Female flowers are found in loose clusters with new leaves.

Fruit: Green cones that turn gray or brown when mature. ¾-1 inches long that are solitary or in clusters on the end of the branch.



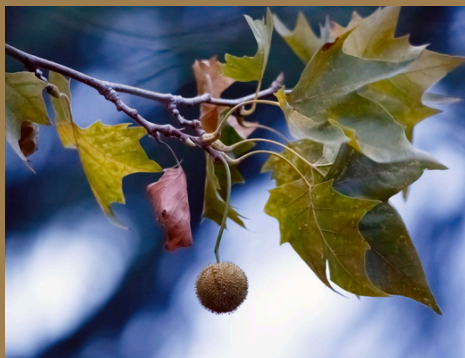
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Image: Keith Kanold, Maine Forest Service, USA - Wikimedia Commons
leafyplace.com



<http://texastreeid.tamu.edu/content/TreeDetails?id=80>



<https://www.treehugger.com/collecting-preparing-sycamore-seed-for-planting-1343423>

Sycamore

Plantanus occidentalis

Tree Description: Considered the largest deciduous tree in North America, sycamore in Texas can exceed 100 feet in height and 4 feet in diameter, with a stout trunk and large, spreading limbs that create an oval or round, spreading crown. Bark is smooth and gray-brown but will peel in patches and is white underneath.

Leaf: Leaves are bright green, have 3-5 lobes, and are coarsely toothed.

Fruit: is spherical and has many small-winged seeds.

Flower: Male and female flowers borne separately on the same tree as 0.5" round clusters on short stalks.

**Environmental Services
Urban Forestry**

2121 Cross Timbers Road
Flower Mound, TX 75028

Kayla Lipinski, Tree Preservation Technician
Phone: 972.874.6359
E-mail: kayla.lipinski@flower-mound.com





Tree Planting

Sarah Luxton
Senior Management Analyst

23-24 Strategic Plan

OBJECTIVE

1

Protect and Expand the Town's Tree Canopy



Initiatives

Performance Metrics

1.2 Evaluate Public Areas for Tree Planting

Recommend 5 locations for public tree planting on Town property and present options to TC with accompanying costs.

- Present to TC by June 2024
- # of trees planted

Tree City USA Grant



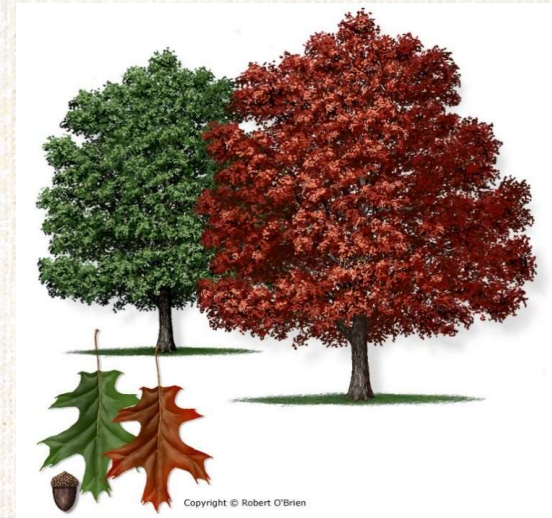
The Town of Flower Mound has been selected by Texas A&M Forest Service for an award through the Community Forestry Grants program for the Town of Flower Mound Tree Planting Project proposal.

Tree Species



Texas Red Oak

- Tree Description: Medium forest type tree, reaching 30-50 feet in height.
- Leaf: Simple and alternate, 3-4 inches long. Leathery and light green with 5-9 pointed lobes that narrow in the middle.
- Fruit: Acorns are 1 inch long, red-brown in color and oval in shape.
- Bark: Dark gray to black in color with deep ridges.



Texastreed.tamu.edu



Lowes.com

Live Oak

- Tree Description: Large forest type tree, reaching 50-80 feet in height and a trunk 5-6 feet in diameter.
- Leaf: Simple and alternate, up to 6 inches long and 2 inches wide in an oblong shape. Leathery and green they do not lose their leaves in the winter.
- Flower: Flowers are green, and catkins are up to 4 inches long.
- Fruit: Acorns are $\frac{3}{4}$ inches long and dark in color with a pointed tip and a warty cap.
- Bark: Young trees have red-brown furrows and scales. As the tree ages, the bark becomes dark and thick with blocky furrows.



chasingtrees.net



selfsufficientculture.com

Cedar Elm

- Tree Description: Large forest type tree reaching 75 feet tall and a trunk 2-3 feet in diameter
- Leaf: Alternate and simple, 1-2.5 inches long, oval to elliptical in shape, and blunt at the tip. Dark green, shiny, and rough.
- Flower: Hairy, short-stalked clusters in the leaf axils.
- Fruit: An oval samara that is 0.25 to 0.5 inches long, seed is centered in the middle of the wing, deeply notched at the tip and hairy.
- Bark: Light brown to gray, with flattened ridges that break into thin, loose, flaky scales.



austintexas.gov



Bald Cypress

- Tree Description: Large forest type tree, reaching over 100 feet in height and a trunk 8 feet in diameter.
- Leaf: The leaves are single needles $\frac{1}{2}$ - $\frac{3}{4}$ inches long arranged in 2 rows on a singular green twig. Yellow-green in color with a feather-like texture and a pointed tip.
- Fruit: Green cones that turn gray or brown when mature. $\frac{3}{4}$ -1 inches long that are solitary or in clusters on the end of the branch.
- Bark: Brown or gray in color with fibrous ridges that peel in strips.



hiltonpond.org

Red Bud

- Tree Description: A small or medium-sized tree, usually less than 40 feet tall and a trunk to 12" in diameter, with arching branches that form a wide, flat-topped crown.
- Leaf: Alternate, simple, heart-shaped, 3" to 5" long and wide, leaf edge smooth; upper surface dull, dark green, and lighter beneath, turning yellow in the fall.
- Flower: One of the first trees to bloom in early spring, the flowers appear before the leaves as conspicuous, pink to purplish, pea-shaped flowers in clusters along the twigs and small branches.
- Fruit: A flattened, many-seeded pod, 2" to 4" long and 0.5" wide, tapering at the ends, reddish during the summer and brown when ripe, often hanging on the tree through the following winter.
- Bark: Reddish-brown, smooth when young, but developing a scaly texture and then long, narrow plates and shallow fissures on older trunks.



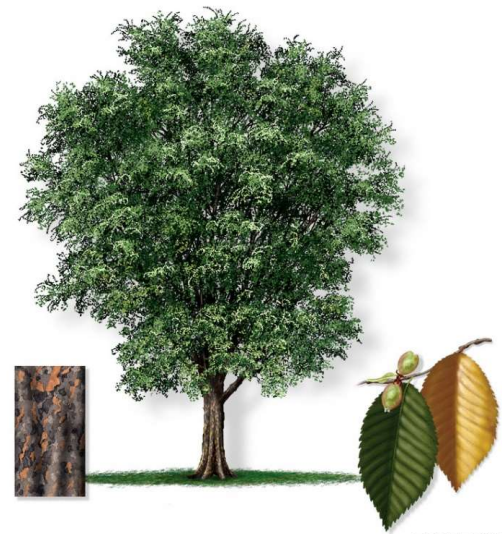
<https://blog.davey.com/tree-identification-guide-how-to-identify-an-eastern-redbud-tree/>



<https://shop.arborday.org/eastern-redbud>

Lacebark Elm

- Tree Description: Medium forest type tree, reaching 40 feet in height
- Leaf: Simple and alternate, 1-3 inches long. Dull and dark green in color and oval in shape with finely serrated edges.
- Flower: Green and inconspicuous
- Fruit: Small, round seeds enclosed in a papery wing
- Bark: Thin and dark brown with horizontal lenticels. Bark begins to exfoliate as the tree matures, exposing patches of gray, brown, orange, or green bark underneath



texastreed.tamu.edu

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cityhs.net

Pine

- Tree Description: Large tree, reaching 100 feet in height and a trunk 3 feet in diameter. Slash pine pictured.
- Leaf: The needles appear in bundles of 2 or 3 and are 5-10 inches long. They are dark green in color and clustered to give a “foxtail” appearance.
- Flower: Male conelets are purple-brown in color and female conelets are pink on short stalks.
- Fruit: Fruit is a brown and glossy wooden cone about 1 inch long with thin scales and sharp, fine prickles.
- Bark: Bark is up to 2 inches thick with broad and flat ridges that are red or orangish brown in color with dark furrow.



texastreed.tamu.edu



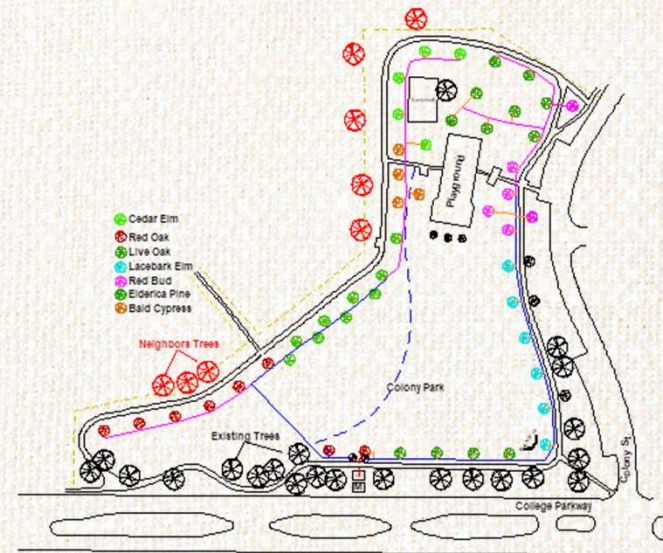
arundeltreeservice.meetatree.com

Locations



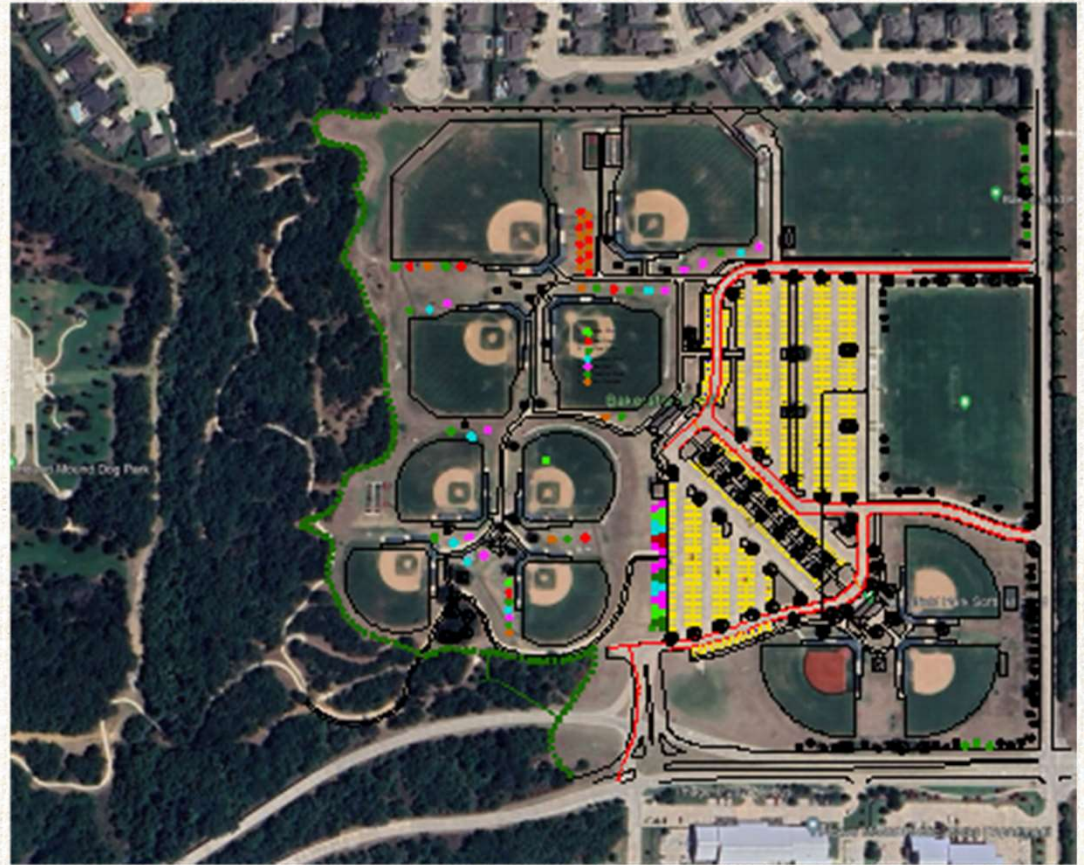
Colony Park

- Total Number of Trees: 50
- Total Cost: \$33,000
- Variety of Trees:
 - Cedar Elm
 - Red Oak
 - Live Oak
 - Lacebark Elm
 - Red Bud
 - Elderica Pine
 - Bald Cypress



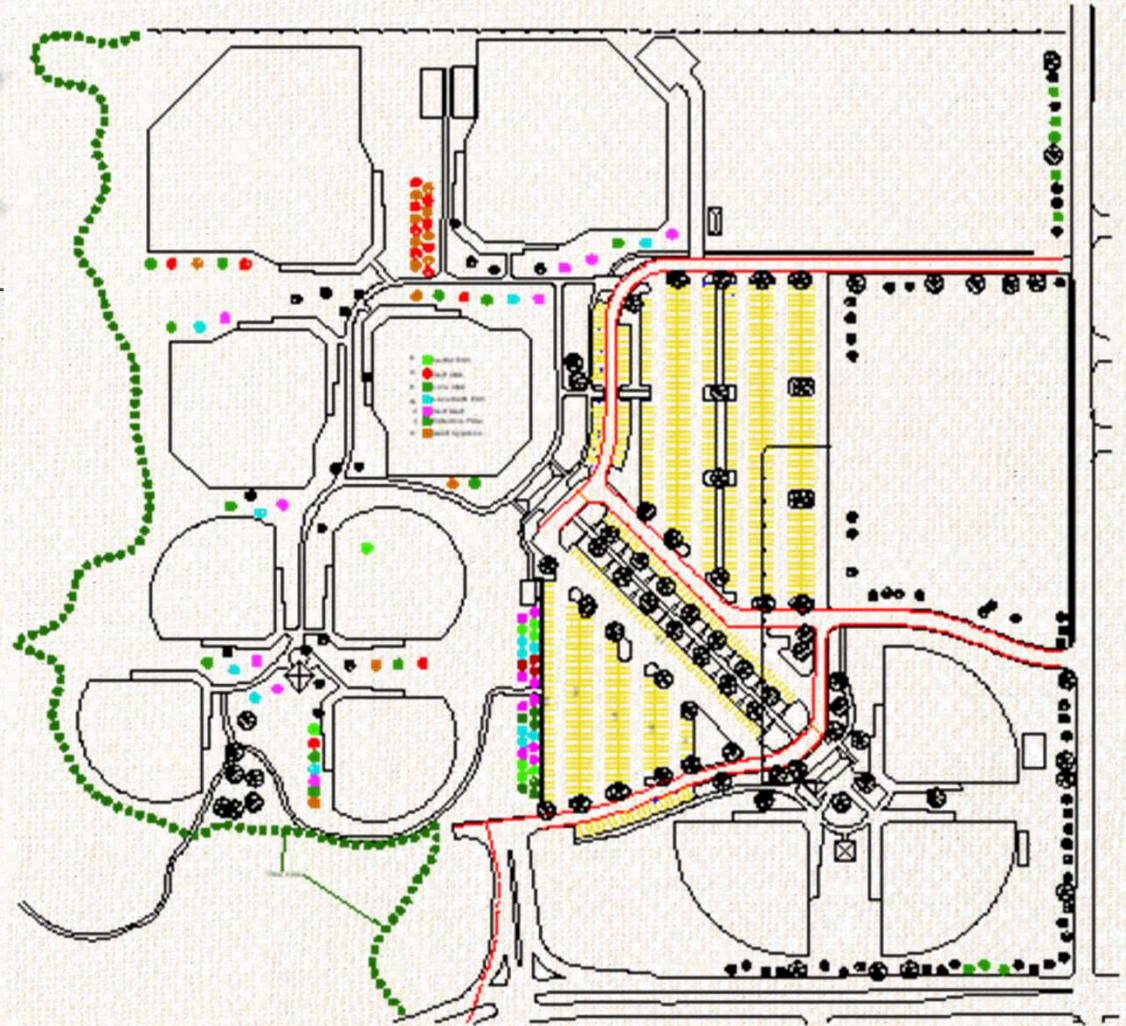
Bakersfield Park

- Total Number of Trees: 50+
- Total Cost: \$35,000+
- Variety of Trees:
 - Cedar Elm
 - Red Oak
 - Live Oak
 - Lacebark Elm
 - Red Bud
 - Elderica Pine
 - Bald Cypress



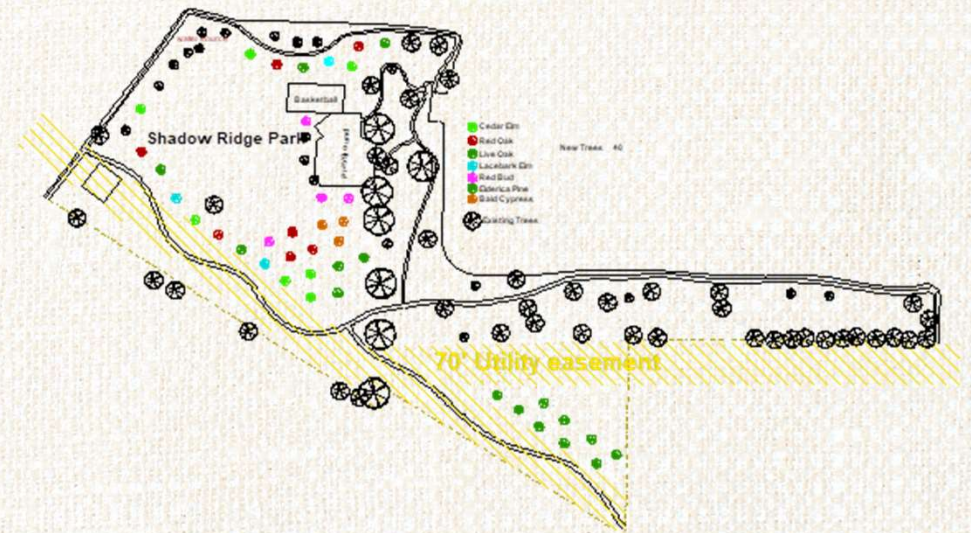
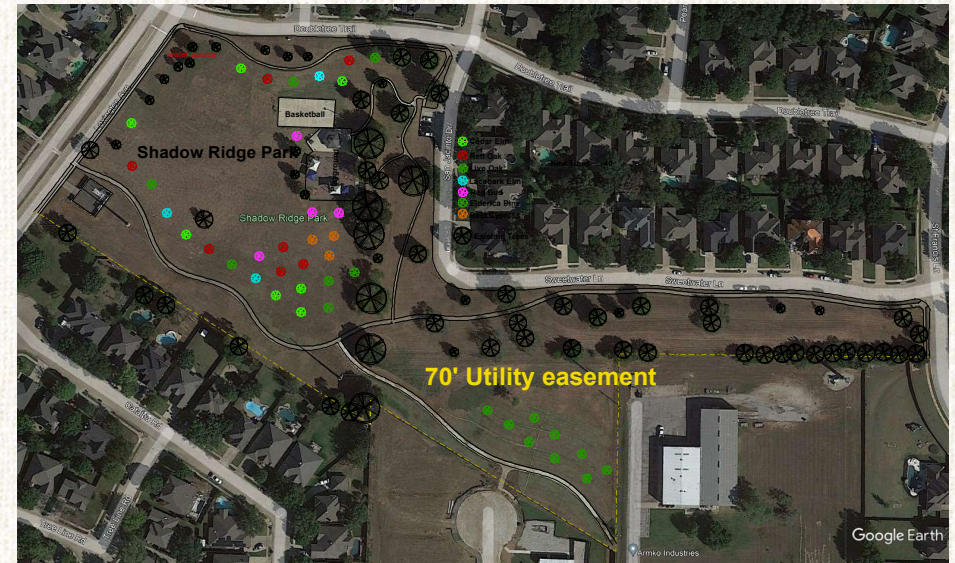
Bakersfield Park

- Total Number of Trees: 50+
- Total Cost: \$35,000+
- Variety of Trees:
 - Cedar Elm
 - Red Oak
 - Live Oak
 - Lacebark Elm
 - Red Bud
 - Elderica Pine
 - Bald Cypress



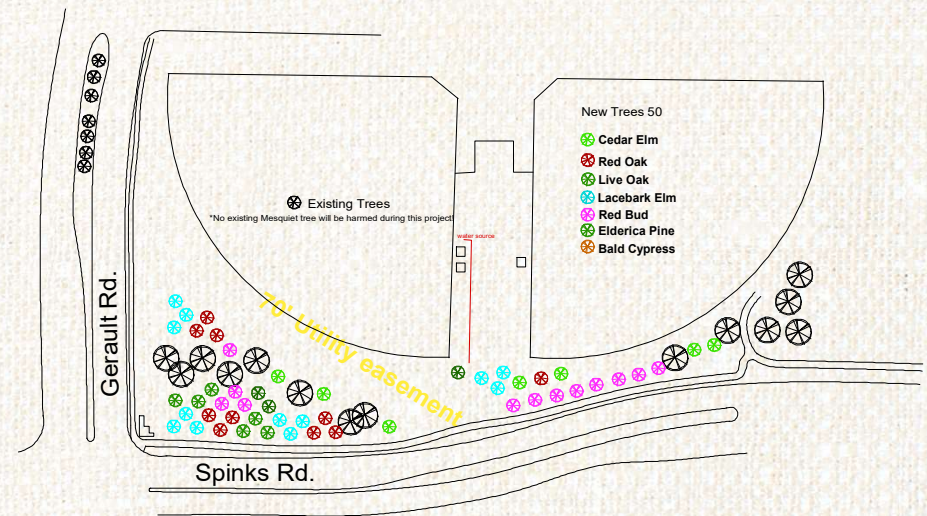
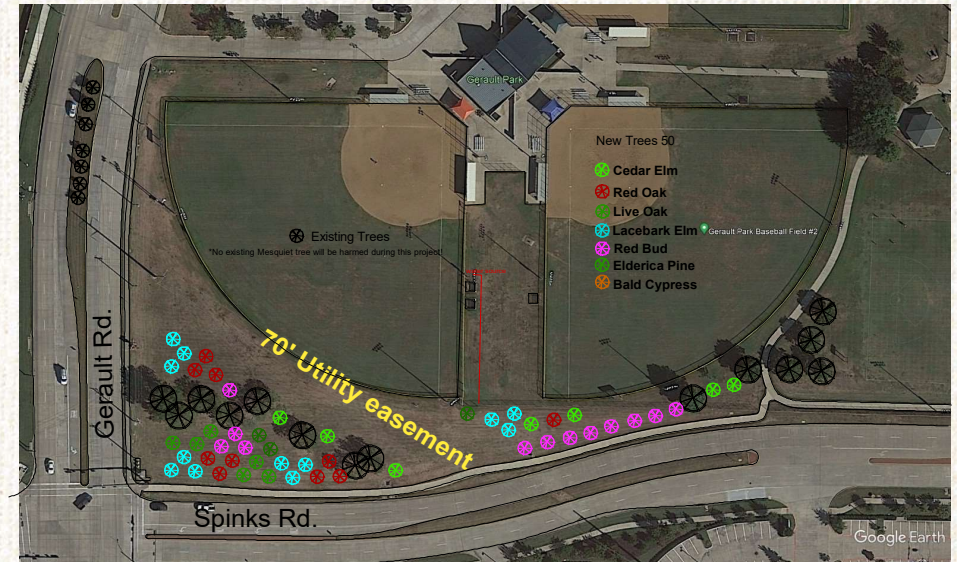
Shadow Ridge Park

- Total Number of Trees: 30
- Total Cost: \$25,000
- Variety of Trees:
 - Cedar Elm
 - Red Oak
 - Live Oak
 - Lacebark Elm
 - Red Bud
 - Elderica Pine
 - Bald Cypress



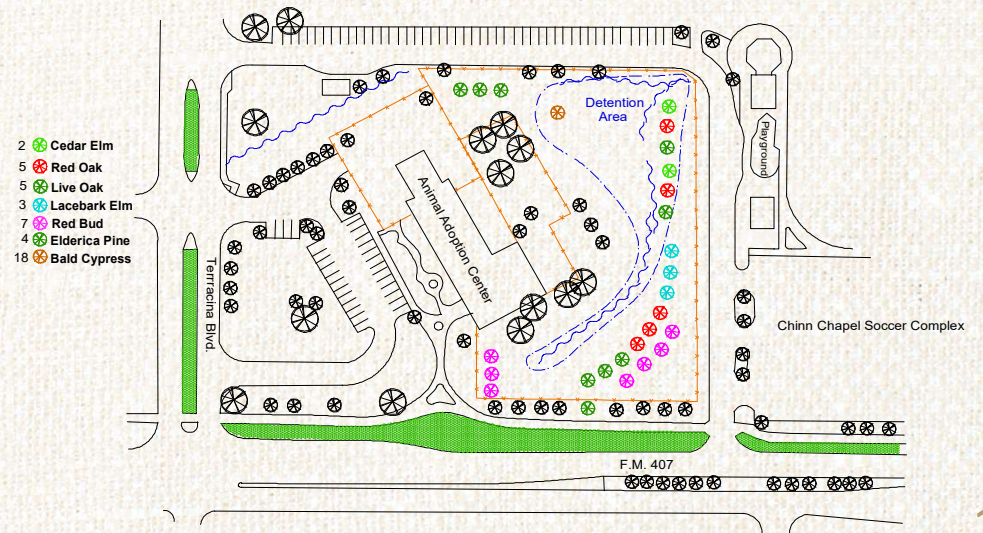
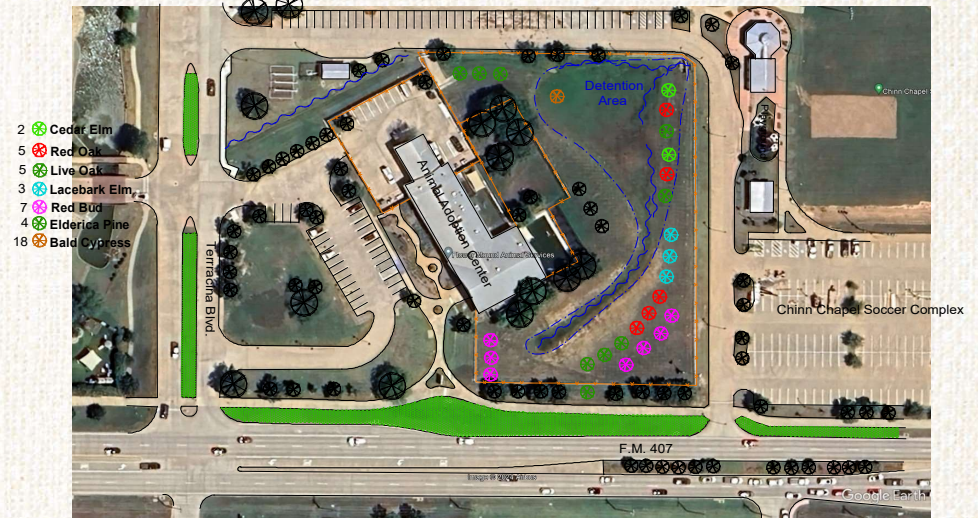
Gerault Park

- Total Number of Trees: 50
- Total Cost: \$33,000
- Variety of Trees:
 - Cedar Elm
 - Red Oak
 - Live Oak
 - Lacebark Elm
 - Red Bud
 - Elderica Pine
 - Bald Cypress

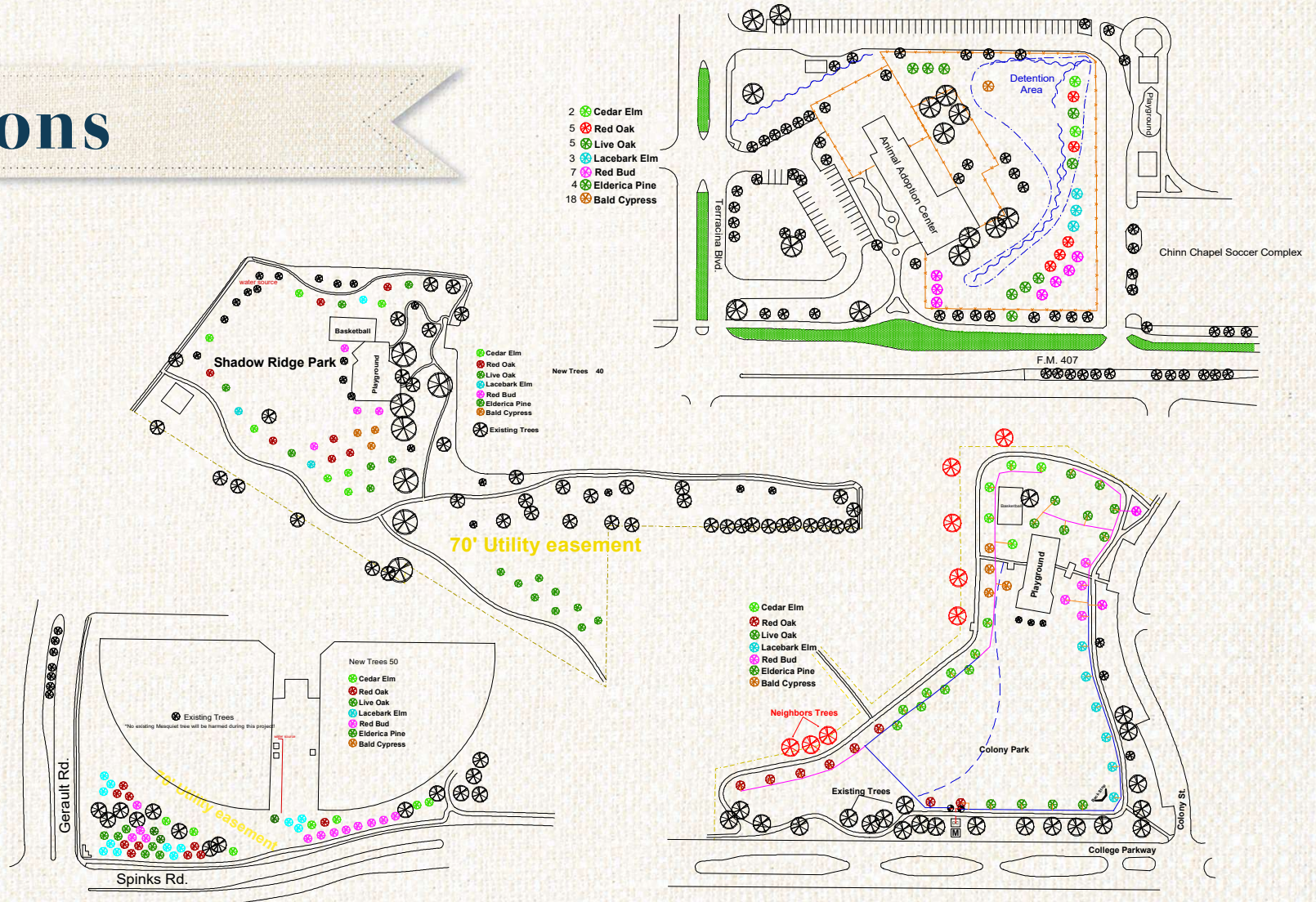


Animal Services

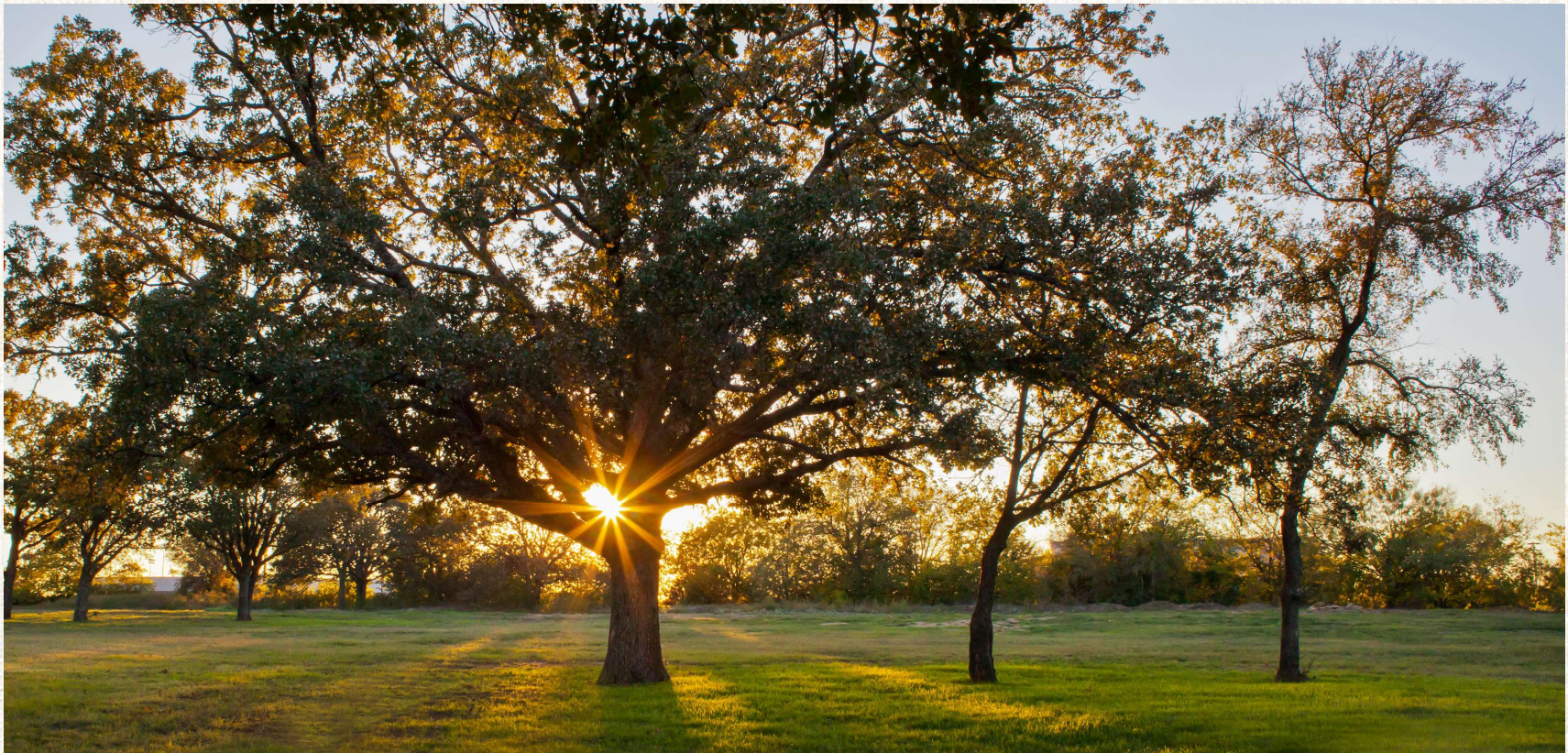
- Total Number of Trees: 30
- Total Cost: \$25,000
- Variety of Trees:
 - Cedar Elm
 - Red Oak
 - Live Oak
 - Lacebark Elm
 - Red Bud
 - Elderica Pine
 - Bald Cypress



Questions



Tree Planting Guides



Development

Development Tree Guide



Here are six tips and tricks to help you pass your inspection:

1. Ensure that the species you have selected to plant is a large canopy species from the Town's approved planting list. The tree must be at least 8' in height and 2.5-3" in caliper width.
2. Fill out your tree certification form. Include the tree species' name, the planting location of the tree (front or side yard), the tree's caliper size, and indicate if it is an existing tree.
3. For planting instructions, please see the planting detail included with the tree species certification form (make clickable link to form). This detail also includes standards for trees planted.
4. After planting, ensure that all remaining tape and stakes from the nursery are removed.
5. Expose the root flare of the tree, this allows the inspector to check for girdling roots. Stake the bubbler head 5-6" away from the base of the tree.
6. Prune any dead or broken branches, branches that are rubbing, and branches that are growing inward towards the trunk.

Resource Links:

[Tree Ordinance - www.flower-mound.com/treecode](http://www.flower-mound.com/treecode)

[Tree Species Certification - www.flower-mound.com/treespeciesform](http://www.flower-mound.com/treespeciesform)

Developer Approved Tree List

Pines *Pinus*

Tree Description: Large tree, reaching 100 feet in height and a trunk 3 feet in diameter.



Chinkapin Oak *Quercus muehlenbergii*

Tree Description: Medium to large tree, reaching 70 feet and a trunk three feet in diameter.



Monterrey Oak *Quercus polymorpha*

Tree Description: Medium-sized tree, 40 feet tall and a trunk two feet in diameter.



Leyland Cypress *Cupressocyparis leylandii*

Tree Description: Medium to large tree, reaching between 40-60 feet in height.

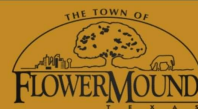
**Environmental Services
Urban Forestry**
2121 Cross Timbers Road
Flower Mound, TX 75028

Kayla Lipinski, Tree Preservation Technician
Phone: 972.874.6359
kayla.lipinski@flower-mound.com



Residential

Residential Tree Guide



Introduction

This guide contains information for caring for a new tree and a list of trees that are recommended to plant in this area. Residents may plant any tree, but these are recommended trees from the Town's approved planting list. There are a few simple factors to take into consideration when planting trees on or around your property: tree purpose, aesthetics, boundaries or buffers, screening, shade, and windbreak. Many residents. As a potential tree planter, one of the most important steps is the identification of what you want your tree to do. The selection process as it may actually dictate the species.

When picking out your tree. When at the nursery, pick a tree with a strong, spreading root system, and make sure the tree has a natural trunk. Consider where you will be planting your new tree for the right place!

A common mistake made by many tree planters is that they forget to consider the space will be at maturity. A few considerations should be addressed, it may prevent the development of a healthy tree.

The selection of a tree is dictated by species and growing condition. Considered when you are in the planning stage. There are many shapes: Columnar (Leyland Cypress), Oval (Texas Red), and V-shaped (American Elm).

and Protected Tree List

giniana

ly smooth with raised
ay splashes throughout.
m small fissures in the

smooth, and have

yellow-green, and are

" that starts as red and



<http://treeattnet.tamu.edu/content/TreeDetails/700-41&t=8>



https://www.wildflower.org/gallery/result.php?id_image=12550

2

Thank you!





TOWN COUNCIL AGENDA L.1. BOARDS/COMMISSIONS

DATE: June 17, 2024
FROM: John Zagurski, Chief Financial Officer
ITEM: **Blue Ribbon Bond Committee**

BACKGROUND: Twenty-two years have passed since the last Blue Ribbon Bond Committee was formed for a General Obligation (GO) election. The previous committee's focus was the creation of the Community Activity Center and two additional parks. Once again, the Town of Flower Mound is facing capital demands that necessitate the engagement of a bond committee to package the projects before sending the decision to the Town Council. A Blue Ribbon Bond Committee is one of the few means under state law to evaluate requests, receive feedback from residents, and gauge public support. The committee needs to be established this summer so that the Town Council can receive the recommendations by the end of the year, have time to process them and call for a May 2025 election by early February 2025. The committee is appointed by the Town Council, with each member nominating two committee members. The Mayor typically appoints two members and designates the chairperson.

BOARD REVIEW/CITIZEN FEEDBACK:

The Blue Ribbon Bond Committee follows a process by which a group of selected residents evaluates a capital project request, hone the focus through public input, and present the final recommended project to the Town Council for their consideration and approval. Specifically, a Blue Ribbon Bond Committee follows the process steps outlined below:

1. Establishment Phase (One Month) —The Town Council appoints one or two members a piece, with the mayor typically appointing the chair. Typical practice is to appoint members from other boards whose area of responsibility corresponds to the project. This saves time in the orientation phase because they are already familiar with the subject matter.
2. Orientation Phase (One Month)—At this stage, the committee hears high-level presentations from staff members and consultants outlining the projects to better understand them and their feasibility. This can include presentations about debt capacity, timelines, operating costs, and tax rate impacts.
3. Listening Phase (Three Months) —Once the project's scope is understood, the bond committee will engage the public through public meetings, public comment via email, and surveys. At this point, they evaluate the project's needs and what changes need to be made.
4. Deliberation Phase (One Month) —The committee takes public and professional staff's input and distills the project. This phase typically involves field trips to neighboring facilities, meetings with professional firms, and further refinement of the project and its operating impact. The outcome is a complete cost analysis for both debt and operations. Their findings and recommendations are compiled into one report.
5. Recommendation Phase (One Meeting) —The committee chair presents the reports and their recommendations to the Town Council.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: Move to appoint two Blue Ribbon Bond Committee Members per Council Member with the Mayor appointing the Chair.