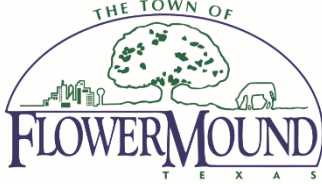


Town Council Regular Meeting



July 1, 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@flowermound.gov or by calling 972.874.6005 and leaving a message.

AGENDA

A. CALL TO ORDER

B. INVOCATION

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

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

D. PRESENTATION(S)

1. Proclamation for National Parks and Recreation Month

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

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

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. July 15 - Regular Meeting
2. July 18 - Strategic Planning Retreat (9am - 4pm)

J. CONSENT ITEM(S)

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

1. Minutes - 6/17 - Consider approval of the minutes from regular meeting held on June 17, 2024.
2. TimeClock 5-year Renewal - Consider approval of an agreement, order form, and associated documents with TimeClock Plus to renew the Town-wide employee time and attendance tracking software for an additional 5-year term, for a total cost of \$148,957.30, and authorizing the Mayor to execute the same.
3. Mini Excavator Purchase - Consider approval of the purchase of a CASE CX57C Long Arm Mini Excavator, from Associated Supply Company, Inc. in the amount of \$80,900.00.
4. Annual Computer Replacement Purchase - Consider approval of purchase for annual computer replacements from CDWG through Sourcewell cooperative contract #081419 in the amount of \$170,304.74.

K. REGULAR ITEM(S)

1. Health Sciences Feasibility Study - Presentation of the feasibility study on expanding academic health sciences and clinical programs in Flower Mound, conducted by Tripp Umbach, Inc.
2. SP24-0003 - Argyle ISD Stadium & Indoor Athletic Center - Consider a request for a Site Plan (SP24-0003 – Argyle ISD Stadium & Indoor Athletic Center) to expand an existing secondary school, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 and a meritorious design exception pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located south of Canyon Falls Drive between Denton Creek Boulevard and

- Stonecrest Road. (PZ recommended approval by a vote of 5 to 0 at its June 24, 2024, meeting.)
3. SUP24-0004 - Lightbridge Academy - Public Hearing to consider an ordinance granting a Specific Use Permit No. 493 (SUP24-0004 – Lightbridge Academy) for a day care center use, with a waiver to the roof pitch requirement pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located south of Sagebrush Drive and west of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its June 24, 2024, meeting.)

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, 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
 - b. Review of public safety processes and procedures
2. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge, Alternate Judge, and Associate Judge.
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.
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

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 27, 2024, at 4:40 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 17, 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 the Town Staff participating:

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
Julie Taylor, Director of Treasury Operations
Chuck Jennings, Director of Parks and Recreation
Sarah Luxton, Senior Management Analyst
Clayton Litton, Parks Superintendent

B. INVOCATION

Chaplain Langstaff 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

	Speaker name and address	Subject (as written on the form)
1.	Nicholas Underwood, 5800 Dayflower Dr	Letter to federal representatives

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members
There were announcements from Mayor or Councilmembers regarding:
 - Canyon Falls Park opening
 - July 4th Independence Fest
 - Judge Tasker's resignation
 - June 19th event

F. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
4. Debris Pick Up Update
Mr. Childers provided an update on the debris pick-up response.

G. FUTURE AGENDA ITEM(S)

There were no future agenda item request.

H. COORDINATION OF CALENDARS

1. July 1 - Regular Meeting

Councilmember Drew indicated he would not be at the July 1st meeting.

I. CONSENT ITEM(S)

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

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

Mayor Moore announced that the Town Council is convening into a closed meeting at 6:16 p.m., pursuant to Texas Government Code Chapter 551.074. The Town Council reconvened into an open meeting at 7:55 p.m. No action taken.

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.

Mayor Moore opened items 1 and 2 at the same time.

Ms. Taylor, or John Martin, Hilltop Securities, gave a presentation for items 1 and 2 identifying or noting:

- Certificates of obligation bonds
- General obligation refunding bonds
- AAA rating affirmation
- savings to the Town
- Municipal bond market

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

- what the future might hold regarding interest rates
- principal amount reduction

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

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.

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.

ACTION: Ann Martin moved to approve K.2. 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

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.

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.

Mr. Jennings gave a presentation identifying or noting:

- grant information, including what the program entails, funding, and timeline
- Trotter Park (background)

and he responded to questions from Council regarding:

- timing
- parameters that are reviewed as part of the process

Mayor Moore opened the public hearing at 8:12 p.m. No one spoke. Mayor Moore closed the public hearing at 8:12 p.m.

ACTION: Adam Schiestel moved to approve K.3. 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

RESOLUTION NO. 08-24

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.

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.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- sign exhibit
- site photos
- CSP purpose
- East, West, North, and South elevation

and she responded to questions from Council regarding:

- allowable window signage
- interchangeable sign use

Aaron Mattlage, HTeaO (Applicant)

- requested signage
- site rendering

and he responded to questions from Council regarding:

- lighting
- business hours
- window signage

Mayor Moore opened the public hearing at 8:25 p.m., and no one spoke. Mayor Moore closed the public hearing at 8:25 p.m.

ACTION: Adam Schiestel moved to approve K.4. as presented, excluding the B1, 2, and 3 poster signs. Janvier Werner seconded the motion.

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

NAYS: Ann Martin

ABSTAIN: None

RESULT: 4 : 1

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.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- overall concept plan
- zoning exhibit comparison
- site photos
- concept plan

and she responded to questions or comments from Council regarding:

- acreage clarification

Mayor Moore opened the public hearing at 8:36 p.m., and no one spoke. Mayor Moore closed the public hearing at 8:37 p.m.

ACTION: Chris Drew moved to approve K.5. as presented in the agenda caption. Adam Schiestel seconded the motion.

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

NAYS: None

ABSTAIN: None
RESULT: 5 : 0

ORDINANCE NO. 26-24

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.

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.

Ms. Luxton gave a presentation identifying or noting:

- FY 23-24 Strategic plan (background)
- Tree USA grant
- tree species
- locations
- tree planting guides (development, residential)

and she, Mr. Litton, or Ms. Bruce responded to questions or comments from Council regarding:

- possibility of offering shade at the Animal Services Center
- cost and count of trees at the various sites
- potential utilization by the public
- irrigation needs
- Parks Board recommendation
- Lacebark elm (hardiness)
- absence of Post Oaks on the protected tree list
- protected versus specimen tree
- interest in seeing favorable conditions for specific trees (wet, dry, slow growing, etc.)

Council expressed interest in planting trees at Bakersfield, Gerault, and Colony parks, as well as some roadside planting options (similar to Valley Ridge).

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

Mr. Zagurski provided background information on the bond committee, and he, or Mr. Meredith answered questions regarding:

- quorum possibility
- favorable to individuals with parks and transportation experience

and Councilmembers recited the following names to serve on the committee:

1. _____ (non-voting chair)
2. _____
3. Scott Langley
4. Todd Bayuk
5. Murthy Mantha
6. Clare Harris
7. Laverne Amsterdam
8. Michelle Jackson
9. Sandeep Sharma
10. Steve Lyda
11. Ann Martin
12. _____

and with the additional names to come forward at the July 1 meeting.

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.

Mayor Moore announced that the Town Council is convening into a closed meeting at 9:03 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. 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

N. RECONVENE

The Town Council reconvened into an open meeting at 9:49 p.m., and no action was taken.

O. ADJOURN

Mayor Moore adjourned the meeting at 9:49 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: July 1, 2024

FROM: Mary Huning

ITEM: Consider approval of an agreement, order form, and associated documents with TimeClock Plus to renew the Town-wide employee time and attendance tracking software for an additional 5-year term, for a total cost of \$148,957.30, and authorizing the Mayor to execute the same.

BACKGROUND: The Town currently uses TimeClock Plus as the Town-wide timekeeping software. This software integrates with the Town's financial software for bi-weekly payroll processing. This is an extension of the current five-year contract for an additional five years, with a fixed annual 4% rate of increase in the price per license.

There are currently 764 users of the timekeeping software. The fee for 764 licenses over the next five years is as follows:

\$27,501.56 for the service period 8/24/2024 to 8/23/2025

\$28,601.62 for the service period 8/24/2025 to 8/23/2026

\$29,745.68 for the service period 8/24/2026 to 8/23/2027

\$30,935.51 for the service period 8/24/2027 to 8/23/2028

\$32,172.93 for the service period 8/24/2028 to 8/23/2029

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$148,957.30 over five years

\$27,501.56

100-650-51000-5130

LEGAL REVIEW: Annabelle Ackling and Bryn Meredith of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., reviewed the agreement, order form, and associated documents as to form and legality.

ATTACHMENTS:

1. Order Form/Quote
2. TCP Services Agreement
3. TimeClock Plus Data Processing Addendum
4. Hardware Support and Maintenance Agreement

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



TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q032422

CONTRACT START DATE : 08/24/2024

CLIENT INFORMATION

Purchased for: Town of Flower Mound
Bill To: Town of Flower Mound

Contract Contact Name: Marquita Shamlin

Contract Contact Email: marquita.shamlin@flower-mound.com

Billing Address:

Support Contact Name:

Billing Contact Name:

Support Contact Email:

Billing Contact Email:

Support Contact Phone:

Billing Contact Phone:

Start day of week:

Shipping Method:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	60 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
TIMECLOCK PLUS PROFESSIONAL ANNUAL CLOCKABLE EMPLOYEE LICENSE	\$36.00	764	RECURRING	\$27,504.00

QUOTE EXPIRATION DATE : 06/29/2024

SUBTOTAL	\$27,504.00
TAXES	\$0.00
GRAND TOTAL	\$27,504.00
CURRENCY	USD

SPECIAL TERMS: INVOICES PAYABLE ANNUALLY ~~~~~ 2024 | 764 | - | \$36.00 | \$27,501.56
2025 | 764 | 4.00% | \$37.44 | \$28,601.62 ~~~~~ 2026 | 764 | 4.00% | \$38.93 | \$29,745.68
2027 | 764 | 4.00% | \$40.49 | \$30,935.51 ~~~~~ 2028 | 764 | 4.00% | \$42.11 | \$32,172.93

SERVICE TERMS & CONDITIONS

billing@tcpsoftware.com

+1 (325) 223-9500
Page 1 of 2

www.tcpsoftware.com

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Such modifications to the Licensing Agreement will not apply to this Agreement unless TCP receives written consent from Client. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the Agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Town of Flower Mound, Texas

TimeClock Plus, LLC

By: _____	By: <u></u>
Name: _____	Name: <u>Whitney Leifeste</u>
Title: _____	Title: <u>Director of Legal Services</u>



TCP Services Agreement

THIS TCP SERVICES AGREEMENT (the “Agreement”) is entered into as of _____ (“Effective Date”), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, Texas 76904 (“TCP”), and Town of Flower Mound, Texas, with its principal office located at Town Hall, 2121 Cross Timbers Rd., Flower Mound, Texas 75028 (“Client”).

WHEREAS TCP and Client (the “Parties”) desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

1. Definitions.

1.1 “Active License” means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 “Affiliate” means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 “Biometric Data” means any information based on an individual’s retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 “Client Data” means all of Client’s data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 “Designated User” means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 “Employee” means Client’s individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.7 “Hardware Support and Maintenance Agreement” means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.

1.8 “Initial Term” has the meaning set forth in Section 10.

1.9 “Monthly License Fee” means TCP’s then current fees applicable for each of Client’s Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.10 “Order Form” means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 “Permissions” means the permission(s) granted to Client’s Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client’s Designated Users.

1.12 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.13 “Privacy Policy” means TCP’s Global Data Privacy Policy located at <https://www.tcpsoftware.com/legal>, as is in existence on the Effective Date.

1.14 “Service Level Agreement” means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at <https://www.tcpsoftware.com/legal>, as is in existence on the Effective Date.

1.15 “Subprocessor” means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.16 “Supported Hardware” means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at <https://www.tcpsoftware.com/legal>, as is in existence on the Effective Date.

1.17 “TCP Services” means the TCP software application(s) hosted by TCP in accordance with TCP’s then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.18 “TCP Technology” means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.19 “Term” has the meaning set forth in Section 10.

1.20 “Use Fees” means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if hardware is purchased), and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client’s use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if hardware is purchased), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at <http://www.tcpsoftware.com/legal>.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client’s account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client’s account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User’s use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP’s servers or networks or interfere with any other party’s use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights.

Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services to Client. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances

and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 2.4.3) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation: (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical, and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this

Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. Data Privacy. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer, and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. Confidential Information.

5.1 Each Party (the “Receiving Party”) acknowledges that it will have access to certain confidential information of the other Party (the “Disclosing Party”) concerning the Disclosing Party’s business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party’s confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as “Confidential Information”).

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of this Agreement, nor disclose to any third party (except as required by law or to that party’s attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party’s Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. Cooperation With Authorities. If either Party is requested to disclose all or any part of any Confidential Information under a subpoena, inquiry issued by a court of competent jurisdiction, a judicial or administrative agency, or legislative body or committee, the Receiving Party shall: (i) immediately notify the Disclosing Party of the existence, terms, and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation, or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement.

Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. Supplemental Services; Master Agreement.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement embodies the complete agreement of the Parties hereto, such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order, or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. Use Fees.

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users, and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

8.6 Notwithstanding anything to the contrary containerized in this Agreement or any other agreement incorporated by reference herein, this Agreement is subject to the appropriation of public funds by Client in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of Client pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of Client for that fiscal year only, and shall not constitute an indebtedness of Client of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either Party. Client shall make a good faith effort to appropriate funds in accordance with Texas law.

9. Taxes. Client is tax exempt and shall not be subject to or pay for any charges for taxes under the Agreement.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term"), and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term").

11. Termination for Cause. A Party may terminate this Agreement for cause if: (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary

proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be

responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services. Client shall not be obligated to pay for any suspended TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. Limited Warranty. TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). In the event Client elects not to terminate the Agreement, Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS

UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. Indemnification.

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend, and hold harmless Client and its officers, agents, servants, and employees (the "Client Indemnitees") from and against any and all claims, lawsuits, liability, loss, costs, or expenses actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended. TCP's obligations under this Section shall survive the termination of this Agreement.

20. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

21. Liability Limitation. Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

22. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

23. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets, or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

24. Continuing Obligations. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

25. Service. TCP is acting as an independent contractor. No term or provision hereof shall be construed as making TCP the agent, servant, or employee of Client, or as creating a partnership or joint venture relationship between the Parties.

26. Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

27. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation through non-binding mediation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

28. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 28.

29. Applicable Law; Jurisdiction; Limitations Period. This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. Venue of any court action brought directly or indirectly by reason of this Agreement shall be exclusively in Tarrant County, Texas.

30. Public Records. TCP understands and acknowledges that Client is subject to the Texas Public Information Act (the "Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act, and is required, upon request, to disclose information unless such information is protected from disclosure. To the extent TCP provides Client with information that is confidential under the Act, Client will maintain the confidentiality of that information and not disclose the same unless authorized by TCP or as required by the Act or any opinion of the Texas Attorney General.

32. Additional Verifications. To the extent required by Texas law, TCP verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code Sec. 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) it does not "boycott Israel" as that term is defined in Texas Government Code Ch. 2271 and Sec. 808.001 and it will not boycott Israel during the term of this Agreement; (3) it does not "boycott energy companies," as those terms are defined in Texas Government Code Sec. 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement; (4) it does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organizations as defined in Texas Government Code, Chapter 2270; and (5) it is not owned by or the

majority of its stock or other ownership interest is held or control by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code Sec. 2275.0101; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

33. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

34. Severability. If any provision of this Agreement is invalid, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of this Agreement shall be valid and enforceable to the maximum extent possible.

35. Non-collusion. TCP represents and warrants that it has not given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration prohibited by law to any person as an inducement to obtain the services to be provided to Client under this Agreement.

36. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

[Signature Page Follows]

Accepted by:

Town of Flower Mound, Texas

TimeClock Plus, LLC

By: _____

By: Whitney Leifeste

Name: _____

Name: Whitney Leifeste

Title: _____

Title: Director of Legal Services



TimeClock Plus, LLC

Data Processing Addendum

Last Modified: January 22nd, 2024

Data Processing Addendum

This Data Processing Addendum ("DPA") supplements the Agreement between TimeClock Plus, LLC. ("TCP"), and Client (jointly "the Parties"). Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between any other agreement between the Parties including the Agreement and this DPA, the terms of this DPA will control.

1. Definitions. Unless otherwise defined in the Agreement, all capitalized terms used in this DPA will have the meanings given to them below.

- a. "Agreement" means any agreement between TCP and a specific Client under which Services are provided by TCP to that Client. Such an agreement may have various titles, including but not limited to "Order Form," "Sales Order," or "Terms of Service."
- b. "Client" means the entity which determines the purposes and means of Processing of Client Data.
- c. "Client Data" means any "personal data" (as defined in GDPR) that is provided by or on behalf of Client and Processed by TCP pursuant to the Agreement.
- d. "Data Privacy Framework" means the EU-U.S. Data Privacy Framework and the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs (as applicable) operated by the U.S. Department of Commerce; as may be amended, superseded, or replaced.
- e. "Data Privacy Framework Principles" means the Principles and Supplemental Principles contained in the relevant Data Privacy Framework; as may be amended, superseded, or replaced.
- f. "Data Protection Laws" means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area ("EEA") and their member states, Switzerland and the United Kingdom, and any amending or replacement legislation from time to time, applicable to the Processing of Client Data under the Agreement.
- g. "GDPR" means the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.
- h. "CCPA" means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 or "CPRA").
- i. "Permitted Purpose" means the use of the Client Data to the extent necessary for provision of the Services by TCP to the Client. "Security Incident" means any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of Client Data.
- j. "Services" means the TCP services that are ordered by the Client from TCP.
- j. "Standard Contractual Clauses" means the standard contractual clauses annexed to the European Commission's Decision (EU) 2021/914 of 4 June 2021 currently found at https://eur-lex.europa.eu/eli/dec_impl/2021/914, as may be amended, superseded, or replaced.
- k. "Sub-processor" means any entity engaged by TCP to Process Client Data in connection with the Services.
- l. "Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.
- m. Terms such as "Data Subject," "Processing," "Controller," and "Processor" shall have the meaning ascribed to them in the GDPR. "Third-Party Services" means connections and/or links to third party websites and/or services not included in the core Services offerings identified in the Agreement, including, without limitation, via application programming interfaces.
- n. "UK Addendum" means the International Data Transfer Addendum issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018 currently found at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>, as may be amended, superseded, or replaced.
- o. "Europe" means the European Union, the European Economic Area and/or their member states, Switzerland, and the United Kingdom.
- p. "European Data" means Personal Data that is subject to the protection of European Data Protection Laws.

2. Data Processing; Details of Processing

a. Subject Matter. TCP's provision of the Services to the Client.

b. Nature and Purpose. TCP will process Client Data for the purposes of providing the Services (including administration, operations, technical and Client support), to Client in accordance with the Terms.



c. Data Subjects. Data Subjects include the individuals about whom data is provided to TCP via the Services by or at the direction of the Client. These include:

- (i) Natural persons who submit personal data to Client via use of the Services (including employee information and email communication hosted by TCP on behalf of Client) ("Applicants").
- (ii) Natural persons who are employees, representatives, or other business contacts of the Client.

d. Categories of Data. Data relating to individuals provided to TCP via the Services, by or at the direction of Client. The Client may submit Client Data to the Services, and may request for its Employees to submit Employee Data to the Services, the extent of which is determined and controlled by the Client in its sole discretion, and which may include, without limitation:

- (i) Client Data of all types that may be submitted by Managers to track, report Time and Attendance. Employees of the Client via the Services for the purpose of time and attendance and workforce management information that enables the employee to perform clock operations, access work schedule information. Please refer to TCP's Global Data Privacy Policy to review the categories and types of data and purpose stored/processed in our applications <https://www.tcpsoftware.com/privacy>
- (ii) Client Data of all types that TCP may include in forms hosted on the Services for the Client, or may be requested by Client via customizable fields.
- (iii) Contact and billing details of the Client's employees, authorized end users, and other business contacts. For example: name, title, employer, contact information (company, email, phone, address, etc.), payment information, and other account-related data.
- (iv) The Client's users who are authorized by the Client to access and use the Services.

e. Roles of the Parties. The Parties acknowledge and agree that TCP will Process the Client Data in the capacity of a Processor and that Client will be the Controller of the Client Data. Client understands that to the extent Third-Party Services are accessed, Client serves as the Controller and the Third-Party Services are Processors, and the Third-Party Services are not Sub-processors of TCP.

f. Client Instructions. The Parties agree this DPA and the Agreement constitute Client's documented instructions regarding TCP's processing of Client Data. TCP will process Client Data only in accordance with these documented instructions.

g. Compliance with Laws. Each party will comply with all laws, rules, and regulations applicable to it and binding on it in the performance of this DPA, including the GDPR and CCPA. TCP is not responsible for determining the requirements of laws applicable to Client's business or that TCP's provision of the Services meet the requirements of such laws.

3. Client's Obligations

a. Instructions. Client shall warrant that the instructions it provides to TCP pursuant to this DPA comply with the Data Protection Laws.

b. Data Subject and Supervisory Authority Requests. The Client shall be responsible for communications and leading any efforts to comply with all requests made by Data Subjects under the Data Protection Laws, and all communications from Supervisory Authorities that relate to Client Data, in accordance with Data Protection Laws. To the extent such requests or communications require TCP's assistance, the Client shall notify TCP of the Data Subject or Supervisory Authority request.

c. Notice, Consent and Other Authorizations. Client is responsible for providing the necessary notice to the Data Subjects under the Data Protection Laws. Client is responsible for obtaining, and demonstrating evidence that it has obtained, all necessary consents, authorizations and required permissions under the Data Protection Laws in a valid manner for TCP to perform the Services.

4. TCP's Obligations

a. Scope of Processing. TCP will Process Client Data on documented instructions from the Client, and in such manner as is necessary for the provision of Services except as required to comply with a legal obligation to which TCP is subject. If TCP believes any documented instruction or additional processing instruction from Client violates the GDPR, CCPA or other Data Protection Laws, TCP will inform Client without undue delay and may suspend the performance of the Services until Client has modified or confirmed the lawfulness of the additional processing instruction in writing. Client acknowledges and agrees that TCP is not responsible for performing legal research or for providing legal advice to Client.

b. Data Subject Requests. If TCP receives a request from any Data Subject made under Data Protection relating to Client Data, TCP will provide a copy of that request to the Client within two (2) business days of receipt. TCP provides Client with tools to enable Client to respond to a Data Subjects' requests to exercise their rights under the Data Protection Laws. See <https://tcpsoftware.com/privacy>. To the extent Client is unable to respond to Data Subject's request using these tools, TCP will provide reasonable assistance to the Client in responding to the request.

c. Supervisory Authority Requests. TCP will assist Client in addressing any communications and abiding by any advice or orders from the Supervisory Authority relating to the Client Data.

d. Retention. TCP will retain Client Data only for as long as the Client deems it necessary for the Permitted Purpose, or as required by applicable laws. At the termination of this DPA (up to 45 days), or upon Client's written request, TCP will either anonymize/destroy or return the Client Data to the Client, unless legal obligations require storage of the Client Data.

e. Disclosure to Third Parties and Confidentiality.

- (i) TCP will not disclose the Client Data to third parties except as permitted by this DPA or the Agreement, unless TCP is required to disclose the Client Data by applicable laws, in which case TCP shall (to the extent permitted by law) notify the Client in writing and liaise with the Client before complying with such disclosure request.



(ii) TCP treats all Client Data as strictly confidential and requires all employees, agents, and Sub-processors engaged in Processing the Client Data to commit themselves to confidentiality, and not Process the Client Data for any other purposes, except on instructions from Client.

f. Assistance. Taking into account the nature of the Processing and the information available, TCP will provide assistance to Client in complying with its obligations under CCPA and GDPR Articles 32-36 (inclusive) (which address obligations with regard to security, breach notifications, data protection impact assessments, and prior consultation). Upon request, TCP will provide Client a list of processing operations.

g. Security. TCP will implement and maintain appropriate technical and organizational measures to protect Client Data from Client Data Breaches. TCP will keep Client Data confidential and implement and maintain administrative, physical, technical, and organizational safeguards for the security (including protection against accidental or unlawful loss, destruction, alteration, damage, unauthorized disclosure of, or access to, Client Data transmitted, stored, or otherwise Processed), confidentiality and integrity of Client Data as detailed in Annex 1.

5. Contracting with Sub-Processors

a. General Consent. Client agrees that TCP may engage third-party Sub-processors in connection with the provision of Services, subject to compliance with the requirements below. As a condition to permitting a Sub-processor to Process Client Data, TCP will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Client Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor. TCP will provide copies of any Sub-processor agreements to Client pursuant only upon reasonable request by Client.

b. Current Sub-processor List. Client acknowledges and agrees that TCP may engage its current Sub-processors listed in **Annex 3** below, "Sub-Processors".

c. Written Notice Via This DPA. When necessary, during the course of business, TCP will update this DPA to serve as notice to our clients ("Annex 3 "Sub-Processors") of the addition of any new Sub-processor to the Sub-processor List at any time during the term of the Agreement.

d. Client Objection. If Client has a reasonable basis to object to TCP's use of a new Sub-processor, Client will notify TCP promptly in writing. TCP will use reasonable efforts to make available to Client a change in the affected Services or recommend a commercially reasonable change to Client's configuration or use of the affected Services to avoid processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Client. If TCP is unable to make available such change within a reasonable period of time, which will not exceed 30 days, Client may terminate the portion of any Agreement relating to the Services that cannot be reasonably provided without the objected-to new Sub-processor by providing written notice to TCP.

e. Responsibility. TCP will remain responsible for its compliance with the obligations of this DPA and for any acts and omissions of its Sub-processors that cause TCP to breach any of TCP's obligations under this DPA.

6. Security Incident Management

a. Notification. TCP shall, to the extent permitted by law, notify Client without undue delay, but no later than 72 hours after becoming aware of any Security Incident.

b. Security Incident. TCP's notification of a Security Incident to the Client to the extent known should include: (i) the nature of the incident; (ii) the date and time upon which the incident took place and was discovered; (iii) the number of data subjects affected by the incident; (iv) the categories of Client Data involved; (v) the measures – such as encryption, or other technical or organizational measures – that were taken to address the incident, including measures to mitigate the possible adverse effects; (vi) whether such proposed measures would result in a disproportionate effort given the nature of the incident; (vii) the name and contact details of the data protection officer or other contact; and (viii) a description of the likely consequences of the incident. The Client alone may notify any public authority.

7. Data Transfers

You acknowledge and agree that we may access and Process Personal Data on a global basis as necessary to provide the Subscription Service in accordance with the Agreement, and in particular that Personal Data may be transferred to and Processed by TCP, Inc. in the United States and to other jurisdictions where TimeClock Plus, LLC. Affiliates and Sub-Processors have operations. Wherever Personal Data is transferred outside its country of origin, each party will ensure such transfers are made in compliance with the requirements of Data Protection Laws.

8. THIRD PARTY CERTIFICATIONS AND AUDITS

a. SOC2 Type 2 Report. In addition to the information contained in this DPA, upon written Client's request, and subject to the confidentiality obligations set forth under a signed NDA, TCP will make available an independent third party ("Auditor") SOC 2 report under AICPA's Trust Principles of Security, Availability, Confidentiality, and Processing Integrity, so that Client can reasonably verify TCP's compliance with its obligations under this DPA.

b. Audits. To the extent the reports provided in Section 8.a do not verify TCP's compliance with its obligations under this DPA, Client may request to audit TCP's compliance with this DPA up to once per year, unless requested by a Supervisory Authority or in the event of a Security Incident. Such audit will be conducted by an independent third party ("Auditor") reasonably acceptable to TCP. Before the commencement of any such on-site audit, Client must submit a detailed proposed audit plan to TCP at least two weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and state date of the audit. TCP will review the proposed audit plan and provide Client with any concerns or questions. TCP will work cooperatively with Client to agree on a final audit plan. The results of the inspection and all information reviewed during such inspection will be deemed TCP's confidential information and shall be protected by Auditor in accordance with the confidentiality provisions noted above. Notwithstanding any other terms, the Auditor may only disclose to the Client specific violations of the DPA, if any, and the basis for such findings, and shall not disclose to Client any of the records or information reviewed during the inspection.

9. Additional Provisions for European Data

a. Scope. This 'Additional Provisions for European Data' section will apply only with respect to European Data.

b. Roles of the Parties. When Processing European Data in accordance with your Instructions, the parties acknowledge and agree that Client is the Controller of European Data and TCP is the Processor.

c. Instructions. If we believe that Client Instruction infringes European Data Protection Laws (where applicable), we will inform Clients without delay.

d. Transfer Mechanisms for Data Transfers.

(i) TCP will not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data (within the meaning of applicable European Data Protection Laws), unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable European Data Protection Laws. Such measures may include (without limitation) (a) transferring such data to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, including the Data Privacy Framework; (b) to a recipient that has achieved binding corporate rules authorization in accordance with European Data Protection Laws; or (c) to a recipient that has executed the Standard Contractual Clauses in each case as adopted or approved in accordance with applicable European Data Protection Laws.

(ii) Client acknowledge that in connection with the performance of the Subscription Services, TCP is a recipient of European Data in the United States. To the extent that TCP, Inc. receives European Data in the United States, TCP will comply with the following:

(a) Data Privacy Framework (DPF). TCP will use the Data Privacy Framework to lawfully receive European Data in the United States as well as UK Extension to the EU-U.S. Data Privacy Framework and ensure that it provides at least the same level of protection to such European Data as is required by the Data Privacy Framework Principles and will let Client know if it is unable to comply with this requirement. DPF can now receive personal data transferred from the United Kingdom and Gibraltar to the United States in reliance on the UK Extension to the EU-U.S. DPF.

(b) Standard Contractual Clauses. If European Data Protection Laws require that appropriate safeguards are put in place (for example, if the Data Privacy Framework does not cover the transfer to TCP and/or the Data Privacy Framework is invalidated), the Standard Contractual Clauses will be incorporated by reference and form part of the Agreement as follows:

(1) In relation to European Data that is subject to the GDPR [i] Client is the "data exporter" and TCP is the "data importer"; [ii] the Module Two terms apply to the extent the Client is a Controller of European Data and the Module Three terms apply to the extent the Client is a Processor of European Data; [iii] in Clause 9, Option 2 applies and changes to Sub-Processors will be notified in accordance with the 'Sub-Processors' section of this DPA; [iv] The parties agree that the governing law and forum for disputes for the Standard Contractual Clauses will be determined in accordance with the 'Contracting Entity; Applicable Law; Notice' section of the Jurisdiction Specific Terms or, if such section does not specify an EU Member State; [v] the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in the Annexes of this DPA; [vi] the supervisory authority that will act as competent supervisory authority will be determined in accordance with GDPR; and [vii] if and to the extent the Standard Contractual Clauses conflict with any provision of this DPA the Standard Contractual Clauses will prevail to the extent of such conflict.

(2) In relation to European Data that is subject to the UK GDPR, UK Extension to the EU-U.S. Data Privacy Framework will first apply and/or UK Extension to the EU-U.S. DPF is invalidated, the Standard Contractual Clauses will take place in accordance with sub-section (1) and the following modifications [i] the Standard Contractual Clauses will be modified and interpreted in accordance with the UK Addendum, which will be incorporated by reference and form an integral part of the Agreement; [ii] Tables 1, 2 and 3 of the UK Addendum will be deemed completed with the information set out in the Annexes of this DPA and Table 4 will be deemed completed by selecting "neither party"; and [iii] any conflict between the terms of the Standard Contractual Clauses and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

(3) In relation to European Data that is subject to the Swiss DPA, the Standard Contractual Clauses will apply in accordance with sub-section (1) and the following modifications [i] references to "Regulation (EU) 2016/679" will be interpreted as references to the Swiss DPA; [ii] references to "EU", "Union" and "Member State law" will be interpreted as references to Swiss law; and [iii] references to the "competent supervisory authority" and "competent courts" will be replaced with the "the Swiss Federal Data Protection and Information Commissioner" and the "relevant courts in Switzerland".

(4) Client agrees that by complying with our obligations under the 'Sub-Processors' section of this DPA, TCP, Inc. fulfills its obligations under Section 9 of the Standard Contractual Clauses. For the purposes of Clause 9(c) of the Standard Contractual Clauses, Client acknowledges that we may be restricted from disclosing Sub-Processor agreements but we will use reasonable efforts to require any Sub-Processor we appoint to permit it to disclose the Sub-Processor agreement to you and will provide (on a confidential basis) all information we reasonably can. Client also acknowledges and agrees that you will exercise your audit rights under Clause 8.9 of the Standard Contractual Clauses by instructing us to comply with the measures described in the 'THIRD PARTY CERTIFICATIONS AND AUDITS' section of this DPA.

(5) Where the TCP contracting entity under the Agreement is not TCP, such contracting entity will remain fully and solely responsible and liable to you for the performance of the Standard Contractual Clauses by TCP, and you will direct any instructions, claims or enquiries in relation to the Standard Contractual Clauses to such contracting entity. If TCP cannot comply with its obligations under the Standard Contractual Clauses or is breach of any warranties under the Standard Contractual Clauses or UK Addendum (as applicable) for any reason, and you intend to suspend the transfer of European Data to TCP or terminate the Standard Contractual Clauses, or UK Addendum, you agree to provide us with reasonable notice to enable us to cure such non-compliance and reasonably cooperate with us to identify what additional safeguards, if any, may be implemented to remedy such non-compliance. If we have not or cannot cure the non-compliance, you may suspend or terminate the affected part of the Subscription Service in accordance with the Agreement without liability to either party (but without prejudice to any fees you have incurred prior to such suspension or termination).

(iii) Alternative Transfer Mechanism. In the event that TCP is required to adopt an alternative transfer mechanism for European Data, in addition to or other than the mechanisms described in sub-section (ii) above, such alternative transfer mechanism will apply automatically instead of the mechanisms described in this DPA (but only to the extent such alternative transfer mechanism complies with European Data Protection Laws), and you agree to execute such other documents or take such action as may be reasonably necessary to give legal effect such alternative transfer mechanism.

10. Additional Provisions for California Personal Information

a. Scope. The 'Additional Provisions for California Personal Information' section of the DPA will apply only with respect to California Personal Information.

b. Roles of the Parties. When processing California Personal Information in accordance with your Instructions, the parties acknowledge and agree that you are a Business, and we are a Service Provider for the purposes of the CCPA.

c. Responsibilities. We certify that we will Process California Personal Information as a Service Provider strictly for the purpose of performing the Subscription Services under the Agreement (the "Business Purpose") or as otherwise permitted by the CCPA. Further, we certify we (i) will not Sell or Share California Personal Information; (ii) will not Process California Personal Information outside the direct business relationship between the parties, unless required by applicable law; and (iii) will not combine the California Personal Information included in Client Data with personal information that we collect or receive from another source (other than information we receive from another source in connection with our obligations as a Service Provider under the Agreement).

d. Compliance. We will (i) comply with obligations applicable to us as a Service Provider under the CCPA and (ii) provide California Personal Information with the same level of privacy protection as is required by the CCPA. We will notify you if we make a determination that we can no longer meet our obligations as a Service Provider under the CCPA.

e. CCPA Audits. You will have the right to take reasonable and appropriate steps to help ensure that we use California Personal Information in a manner consistent with Client's obligations under the CCPA. Upon notice, you will have the right to take reasonable and appropriate steps in accordance with the Agreement to stop and remediate unauthorized use of California Personal Information.

f. Not a Sale. The parties acknowledge and agree that the disclosure of California Personal Information by the Client to TCP does not form part of any monetary or other valuable consideration exchanged between the parties.

11. General Provisions

a. Amendments. Notwithstanding anything else to the contrary in the Agreement and without prejudice to the 'Score of processing' or 'Security' sections of this DPA, we reserve the right to make any updates and changes to this DPA.

b. Severability. If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

c. Governing Law. This DPA will be governed by and construed in accordance with the 'Contracting Entity', 'Applicable Law', and 'Notice' sections of the Jurisdiction Specific Terms, unless required otherwise by Data Protection Laws.

12. Parties to this DPA

a. Permitted Affiliates. By signing the Agreement, you enter into this DPA (including, where applicable, the Standard Contractual Clauses) on behalf of yourself and in the name and on behalf of your Permitted Affiliates. For the purposes of this DPA only, and except where indicated otherwise, the terms "Client", "you" and "your" will include you and such Permitted Affiliates.

b. Authorization. The legal entity agreeing to this DPA as Client represents that it is authorized to agree to and enter into this DPA for and on behalf of itself and, as applicable, each of its Permitted Affiliates.



c. Remedies. The parties agree that (i) solely the Client entity that is the contracting party to the Agreement will exercise any right or seek any remedy any Permitted Affiliate may have under this DPA on behalf of its Affiliates, and (ii) the Client entity that is the contracting party to the Agreement will exercise any such rights under this DPA not separately for each Permitted Affiliate individually but in a combined manner for itself and all of its Permitted Affiliates together. The Client entity that is the contracting entity is responsible for coordinating all Instructions, authorizations, and communications with us under the DPA and will be entitled to make and receive any communications related to this DPA on behalf of its Permitted Affiliates.

d. Other rights. The parties agree that you will, when reviewing our compliance with this DPA pursuant to the 'THIRD PARTY CERTIFICATIONS AND AUDITS' section, take all reasonable measures to limit any impact on us and our Affiliates by combining several audit requests carried out on behalf of the Client entity that is the contracting party to the Agreement and all of its Permitted Affiliates in one single audit.

13. Miscellaneous

a. Obligations Post-termination. Termination or expiration of this DPA shall not discharge the Parties from their obligations meant to survive the termination or expiration of this DPA.

b. Severability. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and shall incorporate such substitute provision into this DPA.

Annex 1 - Details of Processing

A. List of Parties

Data exporter:

Name: The Client, as defined in the TCP Client Terms of Service (on behalf of itself and Permitted Affiliates)

Address: The Client's address, as set out in the Order Form

Contact person's name, position, and contact details: The Client's contact details, as set out in the Order Form and/or as set out in the Client's TCP's Account

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Client's use of the TCP Subscription Services under the TCP Client Terms of Service

Role (controller/processor): Controller

Data importer:

Name: TimeClock Plus, LLC ("TCP")

Address: See as specified in the Data Processing Agreement.

Contact person's name, position, and contact details: See as specified in the Data Processing Agreement.

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Client's use of the TCP Subscription Services under the TCP Client Terms of Service

Role (controller/processor): Processor

B. Description of Transfer

Categories of data subjects whose personal data is transferred

PII (Personal identifiable information)

Categories of personal data transferred

Only full name and email address is necessary for account opening in TCP application.

Sensitive data transferred and applied restrictions or safeguards The parties do not anticipate the transfer of sensitive data

The frequency of the transfer

Data can be transferred in one-off or on a continuous basis. **Nature of the processing**

For Time and Attendance, and Scheduling purposes. **Purpose(s) of the data transfer and further processing**

For Time and Attendance, and Scheduling purposes.

The period for which the personal data will be retained

Client data is held in our systems only while the account is active, and some data is held for longer (e.g. IP addresses of client access, audit logs, invoices...), due to legal requirements. When the account is canceled, clients PII data is held in our application up to 45 days.

C. COMPETENT SUPERVISORY AUTHORITY

TCP has further committed to refer unresolved privacy complaints under the Data Privacy Framework (DPF) Principles to an independent dispute resolution mechanism, the BBB EU DATA PRIVACY FRAMEWORK, operated by BBB National Programs. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://bbbprograms.org/programs/all-programs/dpf-consumers/ProcessForConsumers> for more information and to file a complaint. This service is provided free of charge to you.

Annex 2 - Security Policies, Procedures, Controls

TCP currently observe the Security measures described in This Annex 2. All capitalized terms not otherwise defined herein will have the meanings as set forth in the Terms and Conditions on our Legal webpage. For more information on these security measures, please refer to TCP's SOC 2 Type II Report, SOC 3 Report, TCP Security Overview and Penetration Test Summaries. All those documents can be requested from our Compliance team under NDA (compliance@tcpsoftware.com)

TCP implements the following security measures with respect to the Client Data:

1. Access Control of Processing Areas. Processes to prevent unauthorized persons from gaining access to the TCP data processing equipment (namely telephones, database and application servers and related hardware) where the Client Data are processed or used, to include:

- a. establishing security areas;
- b. protection and restriction of access paths;
- c. securing the data processing equipment and personal computers;
- d. establishing access authorization for employees and third parties, including respective authorization;
- e. all access to the data centers where Client Data are hosted is logged, monitored, and tracked; and
- f. the data centers where Client Data are hosted is secured by a security alarm system, and other appropriate security measures.

2. Access Control to Data Processing Systems. Processes to prevent TCP data processing systems from being used by unauthorized persons, to include:

- a. identification of the terminal and/or the terminal user to the data processor systems;
- b. automatic time-out of user terminal if left idle, identification and password required to reopen;
- c. regular examination of security risks by internal personnel and qualified third-parties;
- d. issuing and safeguarding of identification codes;
- e. password complexity requirements (minimum length, expiry of passwords, etc.); and
- f. protection against external access by means of firewall and network access controls.

3. Access Control to Use Specific Areas of Data Processing Systems. Measures to ensure that persons entitled to use TCP data processing systems are only able to access the data within the scope and to the extent covered by their respective access permission (authorization) and that Client Data cannot be read, copied or modified or removed without authorization, to include by:

- a. implementing binding employee policies and providing training in respect of each employee's access rights to the Client Data;
- b. assignment of unique user identifiers with permissions appropriate to the role;
- c. effective and measured disciplinary action against individuals who access Personal Data without authorization;
- d. release of data to only authorized persons; and
- e. policies controlling the retention of back-up copies.

4. Transmission Control. Procedures to prevent Client Data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media and to ensure that it is possible to check and establish to which bodies the transfer of Client Data by means of data transmission facilities is envisaged, to include:

- a. use of firewall and encryption technologies to protect the gateways and pipelines through which the data travels;
- b. implementation of encrypted connections to safeguard the connection to TCP systems;
- c. constant monitoring of infrastructure (e.g. ICMP-Ping at network level, disk space examination at system level, successful delivery of specified test pages at application level); and
- d. monitoring of the completeness and correctness of the transfer of data (end-to-end check).

e. In-transit: We require HTTPS encryption (TLS1.2 or higher) (also referred to as SSL or TLS) on all login interfaces and on every client subdomain hosted on the TCP product. Our HTTPS implementation uses industry standard algorithms and certificates.

f. At-rest: All data at rest are encrypted with AES-256 encryption. We have implemented all security best practices to ensure that stored data is encrypted at the proper way.

5. Input Control. Measures to ensure that it is possible to check and establish whether and by whom Client Data has been input into data processing systems or removed, to include:

- a. authentication of the authorized personnel;
- b. protective measures for the data input into memory, as well as for the reading, alteration and deletion of stored data;
- c. Segregation and protection of stored data via database schemas and logical access controls;
- d. utilization of user codes (passwords);
- e. proof established within data importer's organization of the input authorization; and
- f. providing that entries to data processing facilities (the rooms housing the computer hardware and related equipment) are capable of being locked.
- g. Detection. We designed our infrastructure to log extensive information about the system behavior, traffic received, system authentication, and other application requests. Internal and external systems (Security Operation Center) aggregate log data and alert (24/7/365) appropriate employees of malicious, unintended, or anomalous activities. Our personnel, including security, IT, Cloud Operations and support personnel, are responsive to known incidents.
- h. Response and tracking. We maintain a record of known security incidents that includes description, dates and times of relevant activities, and incident disposition. Suspected and confirmed security incidents are investigated by security, IT, Cloud Operations or support personnel; and appropriate resolution steps are identified and documented. For any confirmed incidents, we will take appropriate steps to minimize product and Client damage or unauthorized disclosure. Notification to you will be in accordance with the terms of the Agreement.

6. Availability Control. Measures to ensure that Client Data are protected from accidental destruction or loss, to include:

- a. automatic failover between sites;
- b. infrastructure redundancy; and
- c. regular backups performed on database servers.

7. Segregation of Processing. Procedures to ensure that data collected for different purposes can be processed separately, to include:

- a. separating data through application security for the appropriate users;
- b. storing data, at the database level, in different tables, separated by the module or function they support; and
- c. designing interfaces, batch processes and reports for only specific purposes and functions, so data collected for specific purposes is processed separately.

Annex 3 – Sub-Processors

To help TCP deliver the Subscription Service, we engage Sub-Processors to assist with our data processing activities.

A list of our Sub-Processors and our purpose for engaging them is located below:

SUB-PROCESSOR NAME	COUNTRY	KEY FUNCTIONS
Amazon Web Services (AWS)	US	IaaS and SaaS provider, for live (production) and development environments, for storing backups, file storage and Lambda functions
Cloudflare	US	Web Application Firewall
Zoom	US	to communicate with clients
Okta	US	Identity management and secure access provider
Netsurion	US	Managed security services
SalesForce	US	to unite our Sales and Support efforts and to improve and simplify communication with our clients and trials
Segment	US	used for better understanding of client journeys across TCP website and application
Microsoft O365	US	internal company's mail and document store system
Sentry.io	US	error tracking and application health monitoring
Zuora	US	integrations partner – for billing/payment processing/subscription tracking
Matillion	US	data integration tools used to extract, transform and load data into company's AWS account (Amazon Redshift & S3).

Data Importer TCP (TimeclockPlus, LLC.). (Provider).


Signature

Whitney Leifeste
Name:

Director of Legal Services
Title/Position:

Data Exporter:

Signature

Name:

Title/Position:

This Hardware Support and Maintenance Agreement is an addendum to the Master Licensing Agreement or Perpetual Licensing Agreement – EULA, hereafter referred to as the “Licensing Agreement”, made and entered into by and between TimeClock Plus, LLC (“TCP”) and Client. TCP reserves the right to continuously improve the Hardware Support and Maintenance Services and to adapt such Services to changes in technology and to TCP’s business environment. Solely for these purposes, TCP reserves the right to modify, elaborate, remove or add to some or all of the provisions of these Hardware Support and Maintenance Agreement terms at TCP’s sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service. Services shall be provided in accordance with TCP’s then current Support Level Agreement (“SLA”), located at <https://www.tcpsoftware.com/agreements/sla>.

- 1. Term.** Services provided under this Hardware Support and Maintenance Agreement shall commence on the date of purchase and shall continue for one (1) year from the date of purchase (“Initial Term”), and then shall automatically renew for subsequent one (1) year terms thereafter, unless either Party gives written notice of non-renewal at least ninety (90) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the “Term”).
- 2. Supported Hardware.** All hardware purchased by Client from TCP for which Client has paid a fee for support and maintenance shall be considered Supported Hardware under the terms of this Hardware Support and Maintenance Agreement.
- 3. Incident.** An Incident is defined as a single support issue with a TCP hardware product and the reasonable effort needed to resolve it. A single support Incident is a problem that cannot be broken down into subordinate parts. It is possible for one Incident to span multiple telephone calls and multiple emails; it is also possible for one telephone call to include multiple Incidents.
- 4. Support Services.** TCP support technicians shall aid in the resolution of hardware support requests in a timely and professional manner. TCP will assist with issues related only to the Supported Hardware. Upon notification of an Incident, an Incident number will be issued, and the Incident number will remain effective and open until satisfactory resolution of the cause of the Incident, or 5 business days without a Client communication, after which the Incident number will be closed.
- 5. Maintenance Services.** During the term, should a defect in materials or workmanship be identified on supported hardware (“Defective Hardware”), TCP will incur expense to promptly ship Client a comparable hardware device of like kind with the functional equivalent of the Defective Hardware (“Replacement Hardware”) to arrive at Client’s specified location. Cost to

ship replacement hardware outside the United States is the responsibility of Client.

6. **Return of Defective Hardware.** Upon replacement of Defective Hardware, Client's Defective Hardware shall become the property of TCP and the Replacement Hardware shall become Client's property. Instructions and a return label for return of the Defective Hardware will be included in the packaging of the Replacement Hardware or can be provided upon request. Client shall properly package the shipment when returning the Defective Hardware. The Defective Hardware must be returned to TCP within 14 days of receiving the Replacement Hardware. Should Client fail to return the Defective Hardware, Client agrees to pay TCP the Manufacturer's Suggested Retail Price ("MSRP") of the Defective Hardware. Additionally, Client's ability to request Maintenance Services on any other supported hardware will be suspended until the Defective Hardware is returned to TCP or Client pays TCP the MSRP of the Defective Hardware.
7. **Additional Products.** If during the Term, Client purchases additional hardware products, this Hardware Support and Maintenance Agreement is amended to include Services for such additional hardware products. The annual fee for such additional hardware products shall be charged at the time of purchase and shall be prorated so that the term of such additional product coverage will expire at the end of the Term.
8. **Limitations.**
 - a. **Support Services.** Support Services are limited to hardware troubleshooting and hardware configurations as described in the TimeClock Plus product documentation. This Hardware Support and Maintenance Agreement does not cover inquiries on legal time keeping compliance nor does it include in-depth product training. Support Services extend only to platforms and operating environments specified by TCP. TCP is not responsible for integration or configuration with third-party software, hardware, or operating environments except as allowed by the Licensing Agreement and the products purchased from TCP. Client is entitled to an unlimited number of support Incidents during the Term.
 - b. **Maintenance Services.** Maintenance Services does not cover (a) damage caused by accident, abuse, misuse, liquid contact, fire, earthquake, other external causes, or operating covered hardware outside its intended or permitted use; (b) hardware with a serial number that has been defaced, altered, removed, or modified without written permission from TCP; (c) hardware that has been lost or stolen; (d) cosmetic damage including but not limited to scratches, dents, and broken plastics or ports; (e) consumable parts such as

batteries; (f) preventative maintenance; or (g) defects caused by normal wear and tear or otherwise normal aging of product.

9. **Services Requests.** Requests for Services are made by Client to TCP via support portal located at <https://timeclockplus.force.co...> . The Client shall provide a reasonable amount of information and assistance related to the Incident for verification and resolution of the Incident. When requesting Replacement Hardware, Client must provide TCP with the serial number of Defective Hardware in question, the problem, the context in which the problem was encountered, a description of the system configuration, the steps necessary to generate or reproduce the problem, and the address TCP will use to ship the Replacement Hardware. Failure to provide reasonable information or assistance may result failure to resolve the Incident.
10. **Miscellaneous.** This Hardware Support and Maintenance Agreement is not transferable. With the exception of the Licensing Agreement, this Hardware Support and Maintenance Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Client and TCP concerning the subject matter of this Hardware Support and Maintenance Agreement, and along with the documents referenced herein constitutes the entire agreement between TCP and Client regarding provision of Support and Maintenance Services. A Hardware Support and Maintenance Agreement does not constitute a certification or warranty, express or implied of any kind. TCP's obligations and responsibilities regarding product warranties are governed solely by the Licensing Agreement under which they are sold or licensed.

Accepted By:

Client

TimeClock Plus, LLC

By: _____

By: Whitney Leifeste

Name: _____

Name: Whitney Leifeste

Title: _____

Title: Director of Legal Services



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

DATE: July 1, 2024
FROM: Clayton Riggs, Director of Public Works
ITEM: **Consider approval of the purchase of a CASE CX57C Long Arm Mini Excavator, from Associated Supply Company, Inc. in the amount of \$80,900.00.**

BACKGROUND: The Public Works Department is requesting the purchase of a CASE CX57C Long Arm Mini Excavator. The unit will be purchased from Associated Supply Company, Inc. (ASCO) through Sourcwell Cooperative Contract # 011723-CNH-1 in the amount of \$80,900.00.

This equipment purchase will replace 2012 Bobcat E50 Mini Excavator and is part of the approved Fiscal Year 23-24 Vehicle and Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$80,900.00

Proposed Expenditure/(Revenue)
\$80,900.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Quote

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



Bid Award Recommendation

Date: 6/7/2024 – VERF FY2024

Description: **Mini Excavator**

Qty.: 1

Replaces: 92330-09, a 2012 Bobcat E50 Mini Excavator – ULM Sewer

Bidder: Associated Supply Company, Inc. (ASCO), Sharon Huffman 817-313-8129,
shuffman@ascoeq.com via Sourcewell Cooperative Contract 011723-CNH-1

Item: 1 – Case CX57C Long Arm Mini Excavator as per ASCO Quote Dated 6/4/2024.

Total Cost of Vehicles, Equipment & Installation:

\$80,900.00

It is Fleet Services recommendation to award the bid to **Associated Supply Company, Inc.** in the amount of **\$80,900.00** utilizing the **Sourcewell Cooperative Contract # 011723-CNH-1**.

Fleet Services Manager

6/7/2024

Date

ASSOCIATED SUPPLY COMPANY, INC.



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

DATE: July 1, 2024
FROM: Jose Mendez, Director of Information Technology
ITEM: **Consider approval of purchase for annual computer replacements from CDWG through Sourcewell cooperative contract #081419 in the amount of \$170,304.74.**

BACKGROUND: The Town has established a computer replacement schedule to standardize workstations on Dell models to maintain current computer systems. We've identified CDWG, a reseller, as the best source for purchasing new computers.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$170,304.74

Proposed Expenditure/(Revenue)-
\$170,304.74
-

Account Number(s):
100-655-59100-2180

LEGAL REVIEW:

ATTACHMENTS:

1. 2180-170,304.74-CDW

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



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JOSE MENDEZ,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NXXF711	6/25/2024	REFRESH FINAL	3327280	\$170,304.74

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO 7020 5-1450 512 6 W11P Mfg. Part#: 3000175403588 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	38	7918090	\$794.03	\$30,173.14
DELL CTO 5550 U5-135U 5 16 W11P Mfg. Part#: 3000175404766 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	45	7918096	\$1,149.04	\$51,706.80
DELL CTO 5430 I5-1145G7 512 16 W11P Mfg. Part#: 3000175536514 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	23	7922692	\$2,106.50	\$48,449.50
DELL CTO 7230 I5-1240U 256 5 W11P Mfg. Part#: 3000175373375 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	4	7918101	\$3,906.37	\$15,625.48
DELL CTO 3660 I7-13700 512 32 W11P Mfg. Part#: 3000175373178 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	2	7918109	\$1,735.50	\$3,471.00
DELL CTO 9530 I7-13620H 1 32 W11P Mfg. Part#: 3000175373326 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	4	7918246	\$2,295.88	\$9,183.52
Dell P2422H - LED monitor - Full HD (1080p) - 24" Mfg. Part#: DELL-P2422H Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	30	6562448	\$147.16	\$4,414.80
Dell WD19S - docking station - USB-C - HDMI, 2 x DP, USB-C - 1GbE Mfg. Part#: DELL-WD19S130W Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	25	6416316	\$171.62	\$4,290.50

QUOTE DETAILS (CONT.)**CDW AUTOPILOT ADVANCED DEPLOYMENT**

115

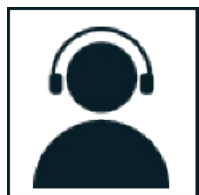
5259567

\$26.00

\$2,990.00

Mfg. Part#: CDW AUTOPILOT ADV

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

SUBTOTAL \$170,304.74**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$170,304.74****PURCHASER BILLING INFO****Billing Address:**TOWN OF FLOWER MOUND
IT DEPT
2121 CROSS TIMBERS RD
FLOWER MOUND, TX 75028-2699
Phone: (972) 539-6009**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**TOWN OF FLOWER MOUND
IT DEPT
2121 CROSS TIMBERS RD
FLOWER MOUND, TX 75028-2699
Phone: (972) 539-6009**Shipping Method:** UPS Ground**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Nick Trapani** | (877) 325-2502 | nick.trapani@cdwg.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$170,304.74	\$4,819.62/Month	\$170,304.74	\$5,541.72/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

Apple Terms and Conditions

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at www.apple.com/legal/internet-services/icloud/en/terms.html) and any other terms and conditions provided by Apple. Customer shall not use the Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain, or transmit protected health information (as defined at 45 C.F.R. § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier, or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. § 160.103, of the Reseller or any third party. If Customer is purchasing AppleCare, Customer agrees to the following terms and conditions: (i) Service Plan Terms and Conditions. Customer agrees to the Service Plan Terms and Conditions available at www.apple.com/legal/sales-support/applecare/os-reseller-support/; (ii) Customer Responsibilities. Customer must be actively enrolled in AppleCare for Enterprise in order to purchase a Support Incident and receive Support Services thereunder. Customer will cooperate with Reseller when seeking Support Services by providing information necessary to assist Reseller in diagnosing an issue. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data or programs. Customer will maintain and implement a complete data backup and disaster recovery plan. Customer is solely responsible for any and all security of confidential, proprietary or classified information of Customer and any third parties whose data Customer possesses or processes. Customer will not disclose to Reseller confidential, proprietary or any information that is subject to intellectual property rights that may expose Reseller to liability; and (iii) Data Protection. Customer agrees and understands that it is necessary for Reseller to collect, process and use Customer data in order to perform the service and support obligations under the Support Incident. This may include transferring Customer data to affiliated companies, service providers, and/or Apple.

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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

DATE: July 1, 2024
FROM: Melody Eby, Senior Economic Development Specialist
ITEM: **Presentation of the feasibility study on expanding academic health sciences and clinical programs in Flower Mound, conducted by Tripp Umbach, Inc.**

BACKGROUND: The purpose of this item is to receive a presentation from Tripp Umbach regarding the feasibility of expanding academic health sciences and clinical programs in Flower Mound. Tripp Umbach will finalize the study upon receiving comments and input from the Town Council.

At the September 18, 2023, meeting, Town Council approved a professional services agreement with Tripp Umbach for the creation of a feasibility study of expanding academic health sciences and clinical programs in Flower Mound. The purpose of the feasibility study is not only to attract an academic health science center but also to attract a clinical partner for the academic facility. The location for both of these is projected to be on the western side of Flower Mound at the intersection of FM 1171 and US 377, or along the Town's I-35W frontage.

Over the course of the feasibility study, Tripp Umbach did a comprehensive market analysis for medical and health science programs. This process included holding one-on-one interviews with local community stakeholders and conducting an environmental scan which included studying the demographic, population health, and workforce data in the region and throughout the state. The consulting team also researched other program development plans within the state to provide the Town with a deeper understanding of the current education infrastructure and the feasibility of developing new programs in the metroplex.

The final study will be used by the Town to engage academic and clinical partners in an effort to bring healthcare services to western Flower Mound.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

DRAFT MOTION: No action is required by the Town Council on this item.



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

DATE: July 1, 2024

FROM: Poornima Kashyap, Planning Manager

ITEM: **Consider a request for a Site Plan (SP24-0003 – Argyle ISD Stadium & Indoor Athletic Center) to expand an existing secondary school, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 and a meritorious design exception pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located south of Canyon Falls Drive between Denton Creek Boulevard and Stonecrest Road. (PZ recommended approval by a vote of 5 to 0 at its June 24, 2024, meeting.)**

BACKGROUND:

- Lot Size – approx. 106.92 acres
- Current Zoning – PD-98 with Single Family District-10 Uses
- Proposed use – Stadium, Indoor Activity Center, Concession Stands
- Size of the proposed structures:
 - Stadium: 7,500 seats
 - Press box: 11,066 square feet
 - Indoor Activity Center: 47,313 square feet
 - Three concession stands: 5,182 square feet each
- SMARTGrowth – Exempt as an institutional use
- Traffic Analysis – A Special Event Plan (SEP) for events at the high school, especially for football games that are expected to have high attendance, is under review. The SEP is necessary for orderly ingress and egress before and after special events. Although this document is not required for site plan approval, it must be finalized and approved by the Town prior to AISD hosting their first football game.
- Deviation – As the Town's code of ordinances does not include a parking ratio for stadiums, the applicant has submitted a parking study to establish a ratio of one space per four (1:4) seats in the stadium, which is consistent with several other stadiums in the DFW Metroplex including the two existing highs schools (1:5 ratio) located within the Town
- Exception – The applicant is requesting an exception to Section 98-1163, Exterior wall construction for nonresidential buildings:
 - to allow alternate building materials consisting of metal panels to exceed the maximum allowable 20 percent alternate building material threshold.
 - to allow the three concession stand buildings to have a shallow roof pitch and to allow the press box to have a flat roof
- Incentives – N/A

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

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission approved a request for additional height pursuant to Section 98-1031(d) Additional height to allow the Indoor Activity Center (IAC) and press box to exceed the maximum allowable height of 35 feet, at its June 24, 2024, meeting.

The Planning & Zoning Commission recommended approval of the site plan along with other deviation and exception requests at its June 24, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

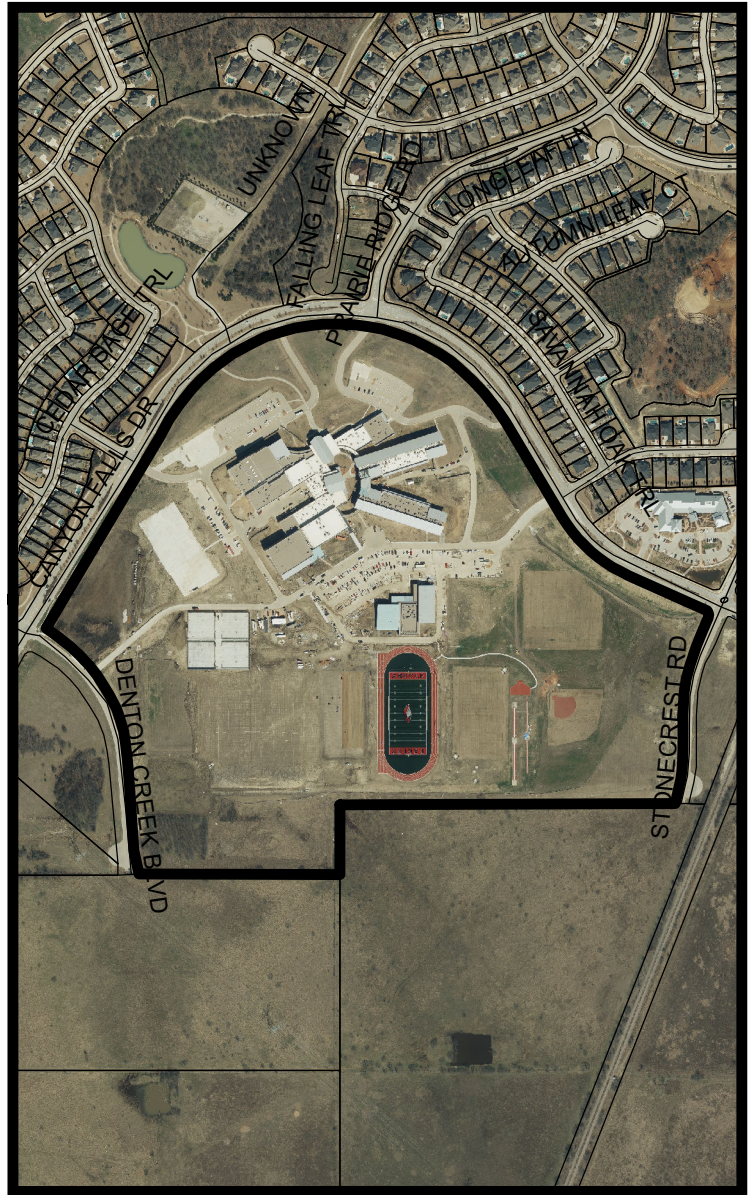
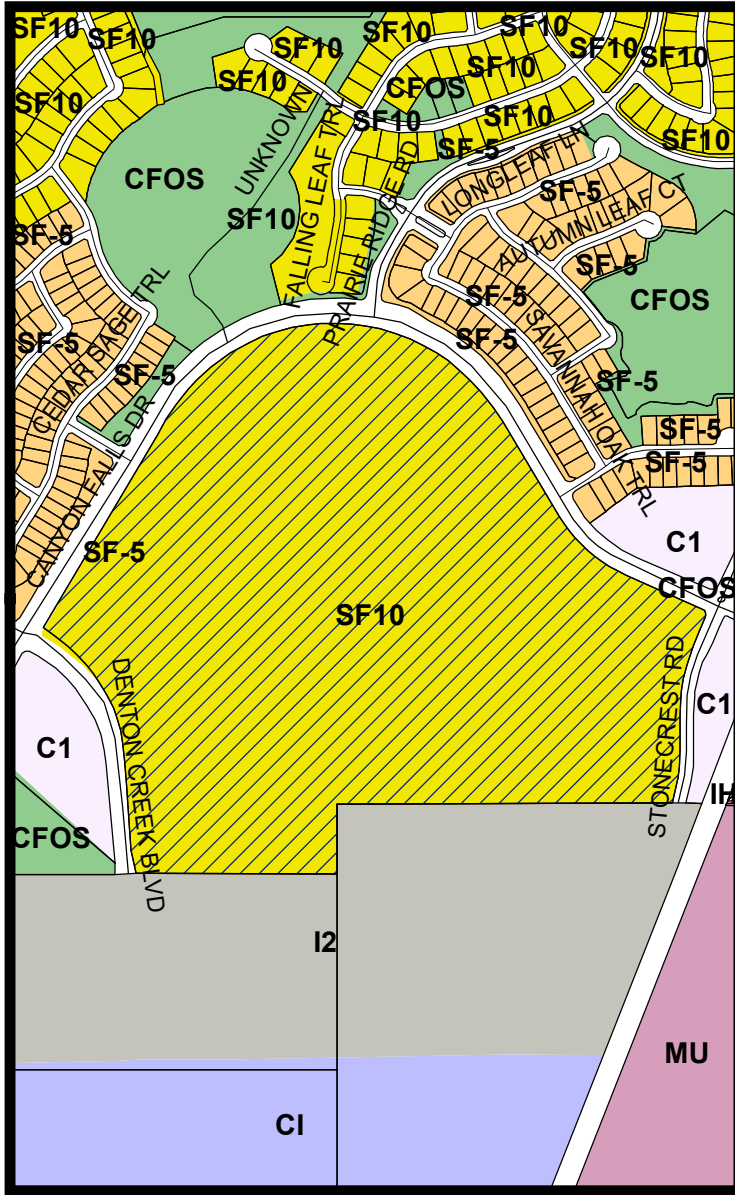
ATTACHMENTS:

1. Zoning & Aerial Map

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

Vicinity Map

SP24-0003: Argyle HS Stadium & Indoor Athletic Center



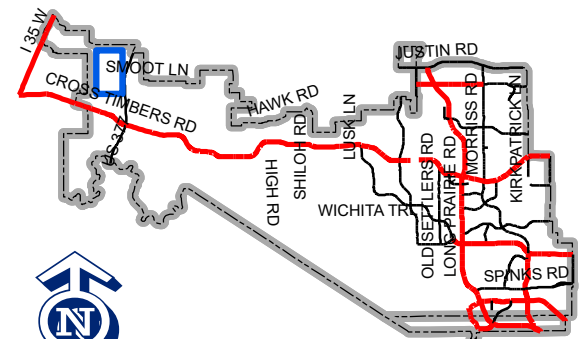
LEGEND

- | | | | | | | | |
|--|-------------------|--|-------------------------|--|-----------------|--|------------------|
| | Campus Industrial | | Canyon Falls Open Space | | Commercial 1 | | Industrial 2 |
| | Interim Holding | | Mixed Use | | Single Family 5 | | Single Family 10 |

Subject 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

0 625 1,250 2,500 Feet



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

DATE: July 1, 2024
FROM: Claire Barnes, Planner
ITEM: **Public Hearing to consider an ordinance granting a Specific Use Permit No. 493 (SUP24-0004 – Lightbridge Academy) for a day care center use, with a waiver to the roof pitch requirement pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located south of Sagebrush Drive and west of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its June 24, 2024, meeting.)**

BACKGROUND:

- Lot size – approx. 1.47 acres
- Current zoning – PD-186 with Office Uses
- Proposed use – Day care center
- Size of the proposed building/use – 14,353 square feet
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered; however, per the request of the Town’s traffic engineer, the applicant provided a parking study to confirm adequate parking on site during peak pick-up and drop-off times
- Waiver – Roof pitch waiver to Section 98-1163, Exterior wall construction for nonresidential buildings, to allow a 4/12 slope (UDP standard is 6/12 to 9/12 slope).
- 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 24, 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.

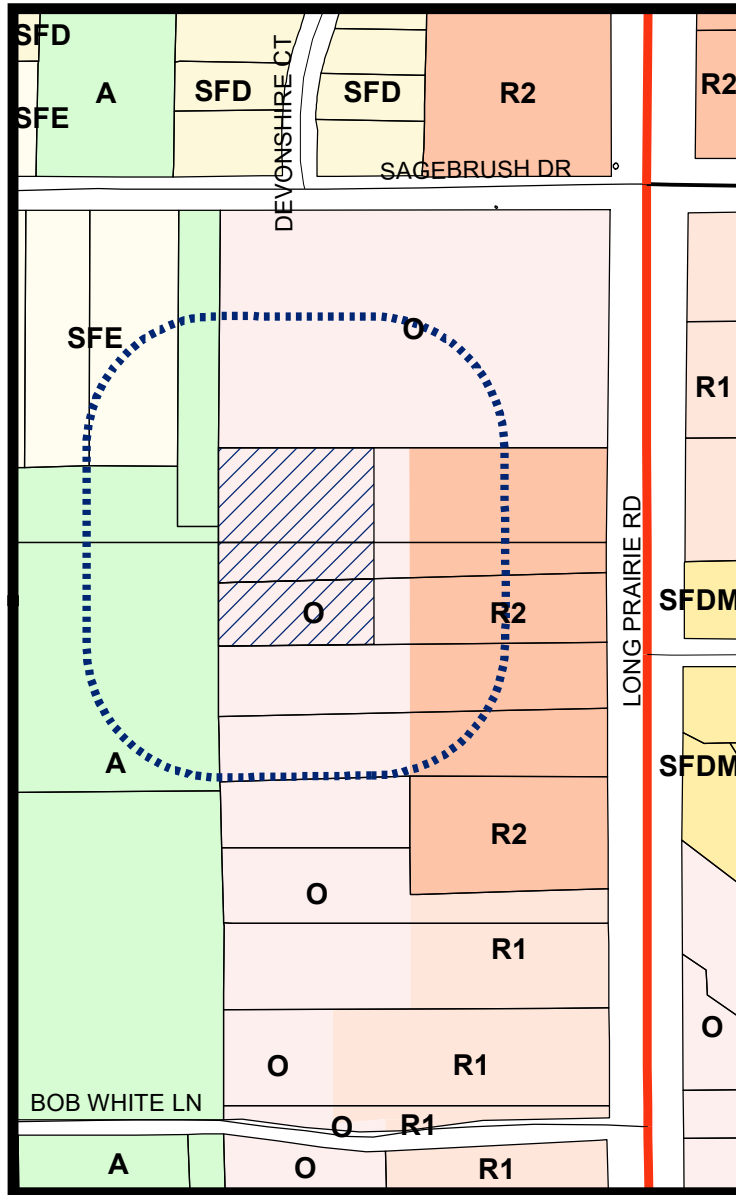
ATTACHMENTS:

1. Zoning & Aerial Map
2. DRAFT Ordinance
3. DRAFT Exhibits

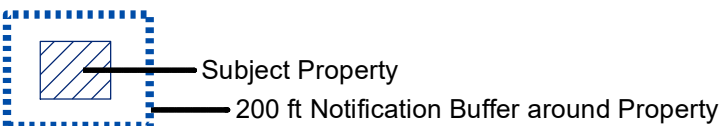
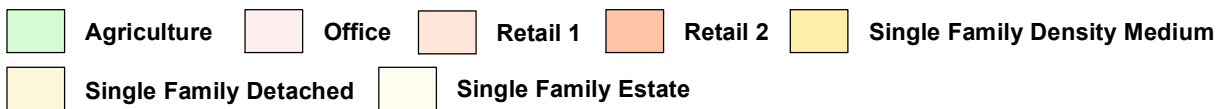
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

SUP24-0004: Lightbridge Academy

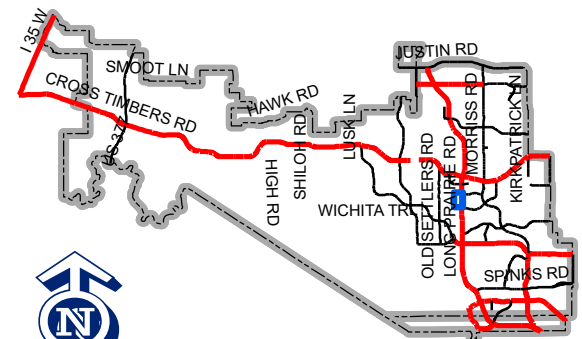


LEGEND

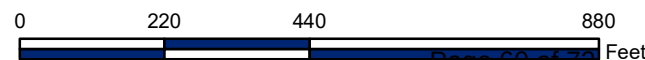


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Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location



TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 493 (SUP-493) FOR A DAY CARE CENTER USE ON CERTAIN PROPERTY DESCRIBED AS 1.47 ACRES OF LAND AND BEING ALL OF LOT 5, BLOCK A OF THE EMBREE FM 2499 ADDITION, DENTON COUNTY, TEXAS, AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 186 (PD-186) WITH R-2 RETAIL DISTRICT-2 AND O OFFICE DISTRICT USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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 owner of the property described as 1.47 acres of land and being all of Lot 5, Block A of the Embree FM 2499 Addition, Denton County, Texas (the "Property"), has filed an application for a Specific Use Permit to allow a day care center use; and,

WHEREAS, the Town Council previously approved PD-186 for the Property, with R-2 Retail District and O Office District uses; and,

WHEREAS, PD-186 permits day care center uses within the planned development only upon Town Council's approval of a specific use permit; and,

WHEREAS, the Planning and Zoning Commission of the Town, held a public hearing on June 24, 2024, and the Town Council of the Town held a public hearing on July 1, 2024, with respect to the Specific Use Permit 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 Specific Use Permit on the Property described herein; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

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

1.47 acres of land, being all of Lot 5, Block A of the Embree FM 2499 Addition, Denton County, Texas, and zoned Planned Development District No. 186 (PD-186) with R-2 Retail District-2 and O Office District Uses.

The Property shall remain in the Planned Development District No. 186 (PD-186) zoning district and Specific Use Permit No. 493 (SUP-493) is hereby approved to allow a day care center use as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

1. Queuing for pick-up and drop-off is not permitted. All pick-up and drop-off traffic is required to utilize parking spaces.
2. All required parking spaces (minimum 49 parking spaces), subject to Section 82-73 of the Code of Ordinances, Town of Flower Mound, Texas, must be installed prior to the final development permit inspection.
3. A waiver is hereby granted to Section 98-1163, "Exterior wall construction in R-1, R-2, O, A or SF-E districts; exceptions," of the Code of Ordinances, Town of Flower Mound, Texas, to allow for a reduced roof pitch of 4/12 as depicted on the Conceptual Elevations attached hereto as Exhibit "C."

SECTION 2

The Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations of the proposed day care center use, attached hereto as Exhibits "A," "B," and "C" and incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations for Specific Use Permit No. 493 (SUP-493).

SECTION 3

The official Zoning Map of the Town is amended and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Specific Use Permit No 493 (SUP-493), as set forth above.

SECTION 4

The use of the Property described above shall be subject to the terms and conditions contained herein, all applicable regulations contained in the Land Development Regulations, including the regulations contained in Planned Development District-186 (PD-186), and all other applicable and pertinent ordinances of the Town.

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and

criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

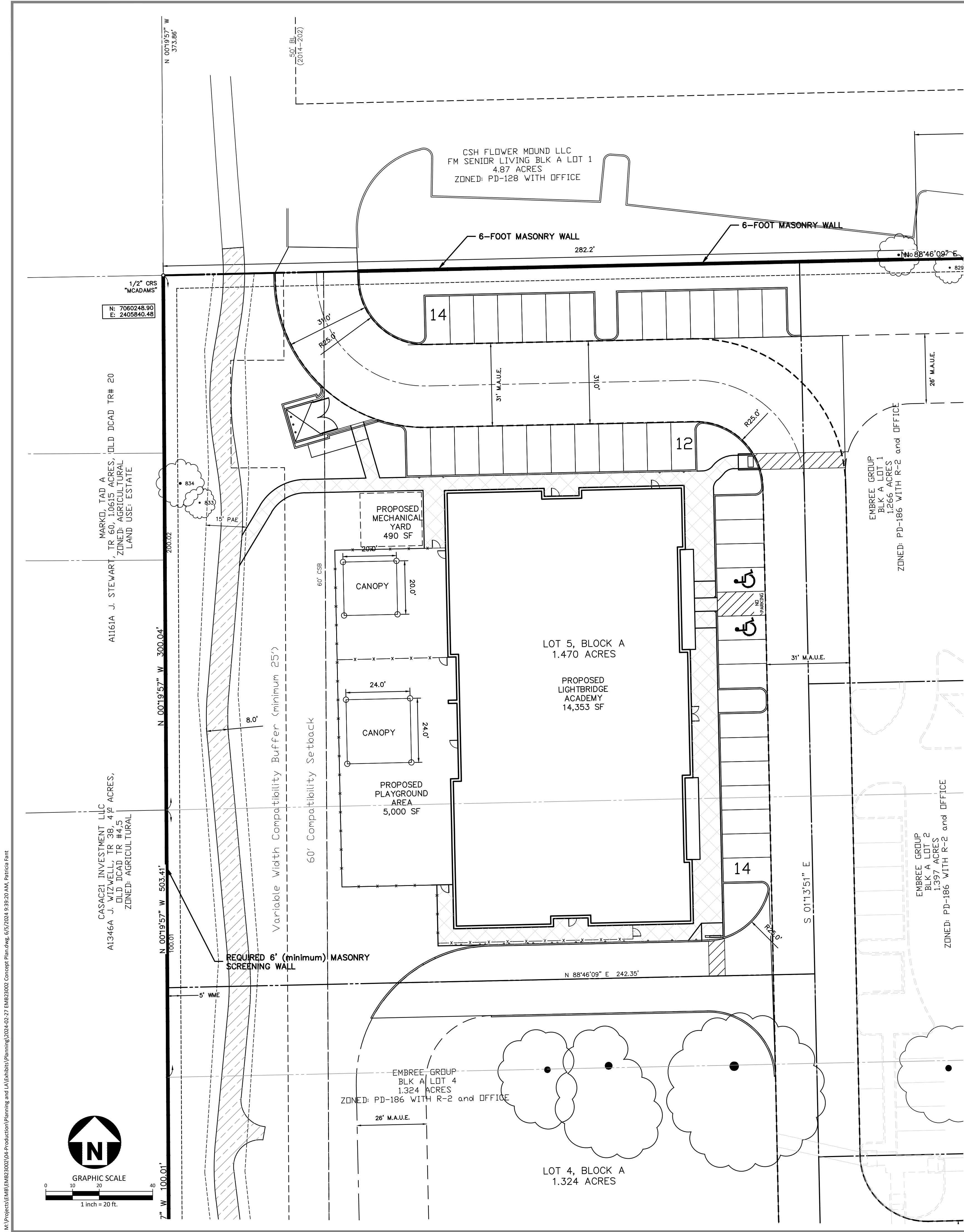
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 1ST DAY OF JULY, 2024.

APPROVED:

Cheryl Moore, MAYOR

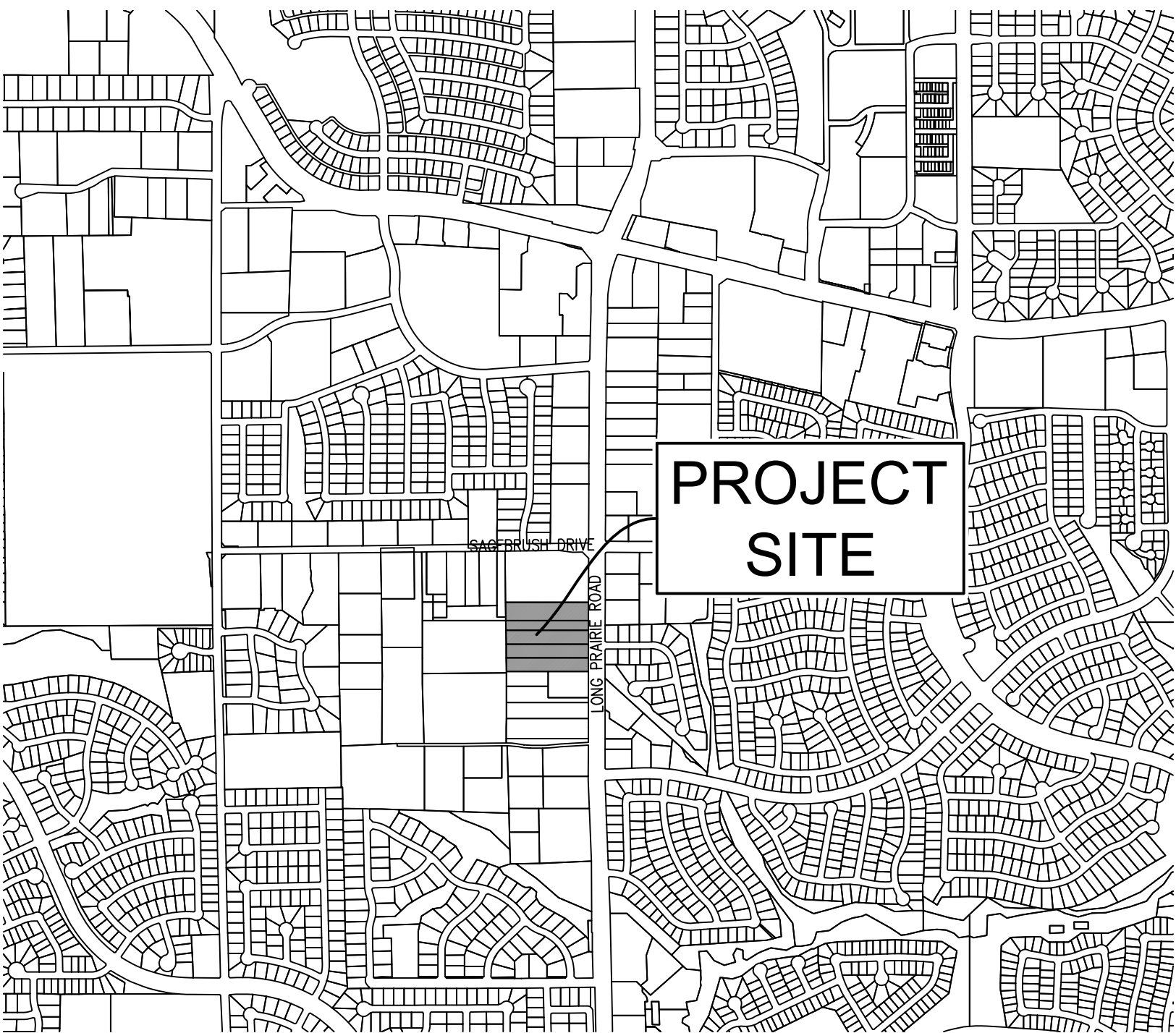
ATTEST:

Theresa Scott, TOWN SECRETARY



GENERAL NOTES:

1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW IN ACCORDANCE WITH SECTION 82-273 - ROOF MOUNTED UNITS AND/OR EQUIPMENT.
4. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE COMPREHENSIVE ZONING ORDINANCE.
5. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
6. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
7. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
8. SIGNS REQUIRE A COMPREHENSIVE SIGN PACKAGE AND 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.
9. FLAG POLES MUST COMPLY WITH THE REGULATIONS IN SECTION 86-4. - PROHIBITED SIGNS.
10. FIRE LANE STRIPING SHALL BE DONE IN ACCORDANCE WITH THE TOWN STANDARDS AND TEXAS FIRE CODE.



Vicinity Map 1" = 1000'

OWNER
SEBIAN BARDHI
14486 BANDERA AVE
FRISCO TX 75035

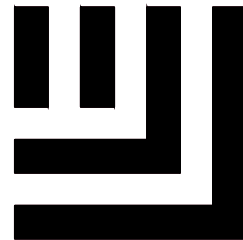
SITE DATA TABLE			
PHYSICAL ADDRESS	LOT 5, BLOCK A		
GROSS SITE AREA	1.470 ACRES AND 64,033 S.F.		
NET SITE AREA	1.470 ACRES AND 64,033 S.F.		
ZONING	PD-186		
PROPOSED USE	DAYCARE		
LOT COVERAGE DATA			
BUILDING COVERAGE	22.42%/ 14,353 S.F.		
IMPERVIOUS AREA	61.31%/ 39,259 S.F.		
PERVIOUS AREA	38.69%/ 24,774 S.F.		
PARKING SUMMARY	REQUIRED	VARIANCE	PROVIDED
SURFACE PARKING			
DAYCARE (1 SPACE PER 4 OCCUPANTS, 245 OCCUPANTS)	61 SPACES	49 SPACES	40 SPACES
ACCESSIBLE PARKING SPACES INCLUDED IN REQUIRED & PROVIDED TOTALS ABOVE	2 SPACES		2 SPACES
OFFSITE (ACCOUNTS FOR SHARED PARKING AGREEMENT)			
DUTCH BROS (1 SPACE PER 75 SF, 975 SF)	13 SPACES	10 SPACES	25 SPACES
SLIM CHICKENS (1 SPACE PER 75 SF, 3,335 SF)	44 SPACES	35 SPACES	33 SPACES
OFFICE BUILDING (1 SPACE PER 200 SF, 10,700 SF)	54 SPACES	43 SPACES	40 SPACES
TOTAL PARKING	172 SPACES	137 SPACES	138 SPACES
BUILDING DATA			
BUILDING	1 STORY		
PEAK HEIGHT	27 Feet and 1 inches		
MEAN HEIGHT	19 Feet and 7 inches		
TOTAL SQUARE FOOTAGE	14,353 S.F.		

MASTER PLAN FEATURES	
LAND USE PLAN	OFFICE
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	8' TRAIL ALONG THE WESTERN PROPERTY LINE
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	LONG PRAIRIE ROAD - MAJOR ARTERIAL
WATER PLAN	EXISTING 12" LINE ALONG FM 2499.
WASTEWATER PLAN	EXISTING 10" LINE AT SUBBASIN 9
ECONOMIC IMPACT	INCREASE SALES TAX REVENUE FROM THE DAYCARE USE.

Zoning Standard	PD-186 O SUP	
Minimum Lot Area	None	None
Minimum Lot Width	None	None
Minimum Floor Area	None	None
Minimum Front Yard	None	None
Minimum Side Yard	None	None
Minimum Rear Yard	15 ft.	15 ft.
Maximum Lot Coverage	50 %	50 %
Max Height (stories/ft.)	1/35 ft.	1/35 ft.
Maximum Floor: Area Ratio	1:1	1:1

*Comprehensive sign package is required for the monument sign shown on this plan

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



McADAMS

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

EMBREE DEVELOPMENT GROUP
4747 WILLIAMS DRIVE
BRYAN BRADY
BBRADY@EMBREEGROUP.COM
214-724-9011

PREPARED BY

MCADAMS
4400 STATE HWY 121
LEWISVILLE, TEXAS
PATRICIA FANT
PFANT@MCADAMSCO.COM

**LIGHTBRIDGE ACADEMY
CONCEPT PLAN**

1.47 AC

Lot 5, Block A

FM 2499, Town of Flower Mound,
Denton County, Texas

REVISIONS

NO. DATE DESCRIPTION

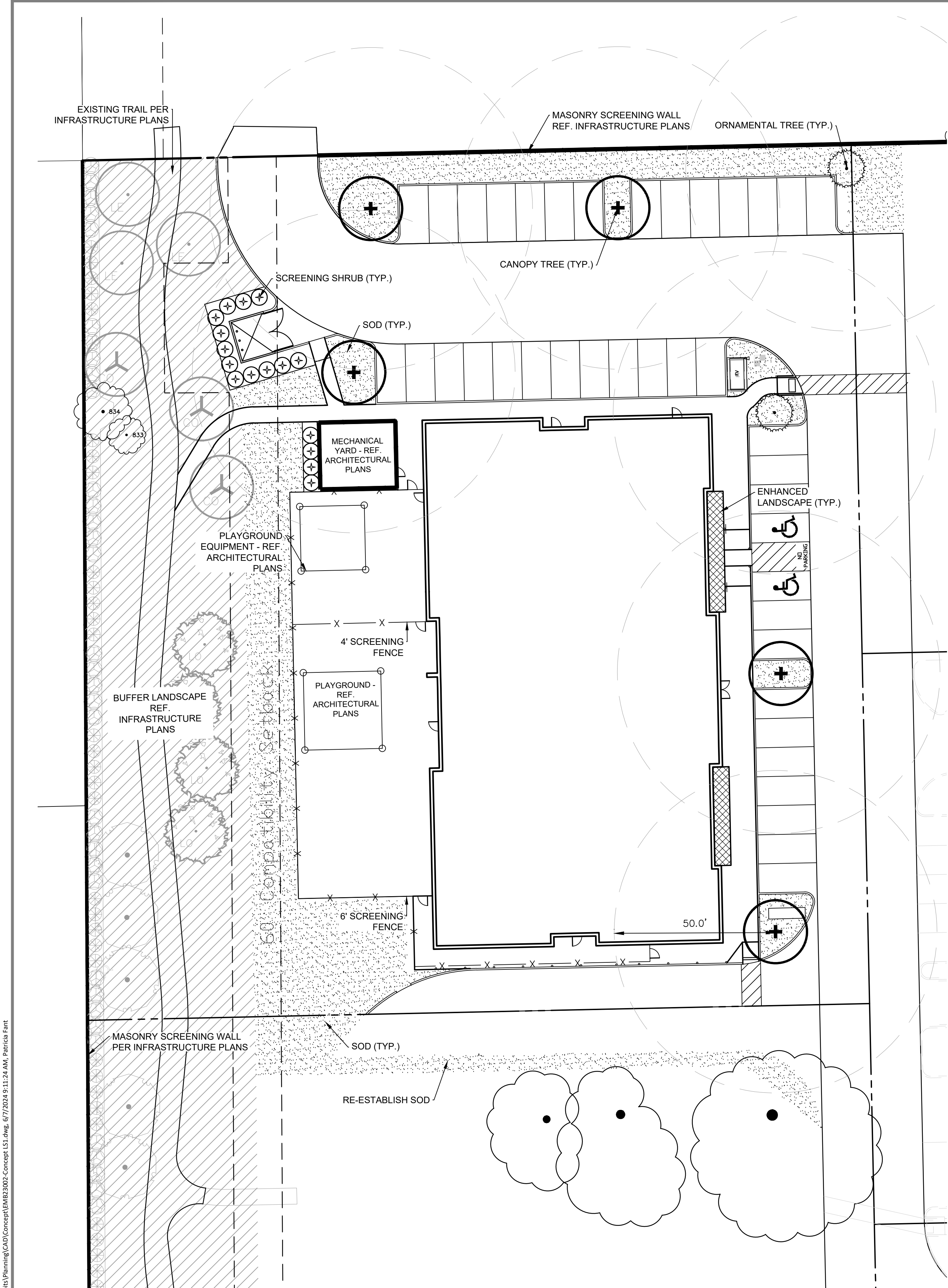
PLAN INFORMATION

PROJECT NO. EMB23002
FILENAME 2024-02-27 EMB23002 CONCEPT PLAN.DWG
CHECKED BY PF
DRAWN BY MB
SCALE 20 SCALE
DATE 04/15/2024

SHEET

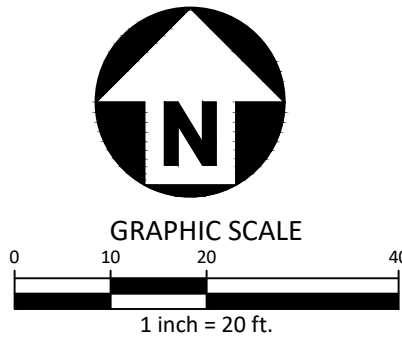
Concept Plan

CP.1



CONTRACTOR TO REFER TO CIVIL PLANS FOR THE LOCATIONS OF PROPOSED AND EXISTING UTILITIES. CONTRACTOR RESPONSIBLE FOR COORDINATION OF LANDSCAPE WITH UTILITIES

- CONTRACTOR SHALL REMOVE ALL BRUSH, SHRUBS, AND DEBRIS AND ESTABLISH VEGETATION AS DIRECTED BY THE LANDSCAPE AND IRRIGATION DRAWINGS. MAINTENANCE OF LOT 5 SHALL BE MOWED AND MAINTAINED TO COMPLY WITH TOWN OF FLOWER MOUND ORDINANCES.
- ALL GROUND HVAC UNITS TO BE SCREENED PER TOWN CODE.
- THE CONTRACTOR SHALL RESTORE ALL AREAS, ONSITE AND OFFSITE, DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO, TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE SWALES, STAGING AREAS, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS. UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE DRAWINGS, RESTORATION SHALL INCLUDE HYDRO-MULCHING ALL DISTURBED AREAS WITH A SLOPE OF LESS THAN 20% (1:5) AND SODDING AREAS WITH A SLOPE OF 20% (1:5) OR GREATER. ESTABLISHMENT OF GRASS THROUGH PROPER WATERING IS LEFT UP TO THE CONTRACTOR'S MEANS AND METHODS, UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE/IRRIGATION DRAWINGS.



LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
LIGHTBRIDGE AT EMBREE

COMPATIBILITY BUFFER REQUIREMENTS			
STANDARD (WEST PROPERTY)	TOTAL AREA	REQUIRED	PROVIDED
25' compatibility buffer along west property		25 ft.	Variable width- avg. 45 ft. per infrastructure plans
1 shade tree per 400 s.f.	12,575 s.f. per infrastructure plans	31 trees (3" cal.) per infrastructure plans	31 trees (3" cal.) per infrastructure plans
Understory Screening Plants		6' screening shrubs per infrastructure plans	6' screening shrubs per infrastructure plans
Min. 6' Masonry Wall		6' masonry wall per infrastructure plans	6' masonry wall per infrastructure plans
60' compatibility buffer setback		60 ft. per infrastructure plans	60 ft. per infrastructure plans
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	40 spaces at Lot 4	300 s.f.	1,705 s.f.
1 tree per 10 parking spaces	40 spaces at Lot 4	4 trees (3" cal.) at Lot 4	5 canopy trees and 2 ornamental trees
**All parking spaces to be located within 50 ft. of Parking lot tree.			

REFERENCE RC23-001 INFRASTRUCTURE PLANS FOR BUFFER LANDSCAPE LAYOUT.

CONCEPT PLANT SCHEDULE

- CANOPY TREE
3" min. caliper
- ORNAMENTAL TREE
- SCREENING SHRUB
- SOD
- ENHANCED LANDSCAPE
- BUFFER LANDSCAPE
Ref. Infrastructure plans
- 6' SCREENING FENCE

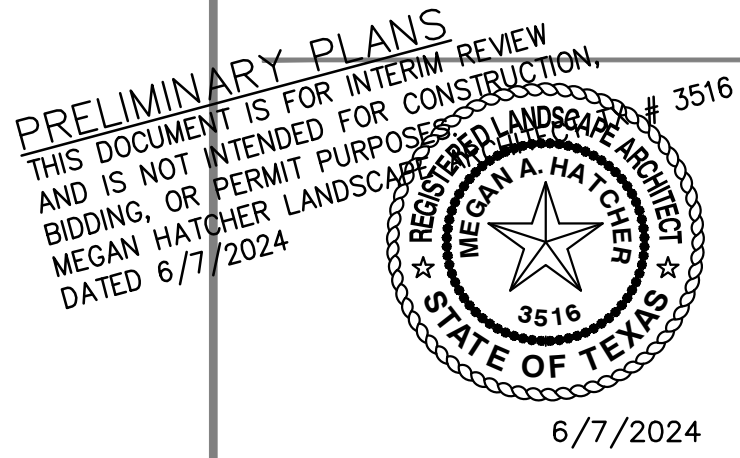
LANDSCAPE NOTES:
Town of Flower Mound

- Plant material shall be measured and sized according to the latest edition of the Texas Nursery and Landscape Association (TNLA) grades and standards.
- All plant beds shall be top-dressed with a minimum of 3 inches of hardwood or other mulch.
- Trees shall be planted at least 4 feet from utility line, curb, walk, fire connection, and outside all utility easements.
- Trees overhanging walks and parking shall have a minimum clear trunk height of 7 ft.
- A visibility triangle must be provided at all intersections. Shrubs are not to exceed 30 inches in height. Trees shall have a minimum clear trunk height of 9 feet.
- The owner, tenant, and/or their agents, if any, shall be jointly and severally shall be responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Flower Mound.
- Before construction, landscape contractor and general contractor shall verify and locate all existing utilities in areas of excavation.
- Please refer to all landscape and irrigation specifications.
- All landscape beds and turf areas to be separated with edging.
- All landscape beds to be 6" below finished floor.
- All hydromulch or sod areas to be brought to +/- 1/4" by site grading contractor. Landscape contractor to bring all areas to final grade and remove all clod, rocks or debris >1" in diameter.
- All landscape to be 100% irrigated. All Irrigation within Drip lines of existing trees to be hand dug, and line to be installed in a radial fashion toward the trunk.
- Please note that the permeable areas under the drip line of specimen and protected trees should be left at natural grade. No cutting or filling are to occur in these areas.
- All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the Town of Flower Mound. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.

CLIENT

EMBREE DEVELOPMENT GROUP, INC.
MR. AUSTIN COLLEY
4747 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78633

LIGHTBRIDGE ACADEMY
CONSTRUCTION PLANS
LOT 5, BLOCK A
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
1	04/15/2024	2ND SUBMITTAL
2	05/13/2024	3RD SUBMITTAL

PLAN INFORMATION

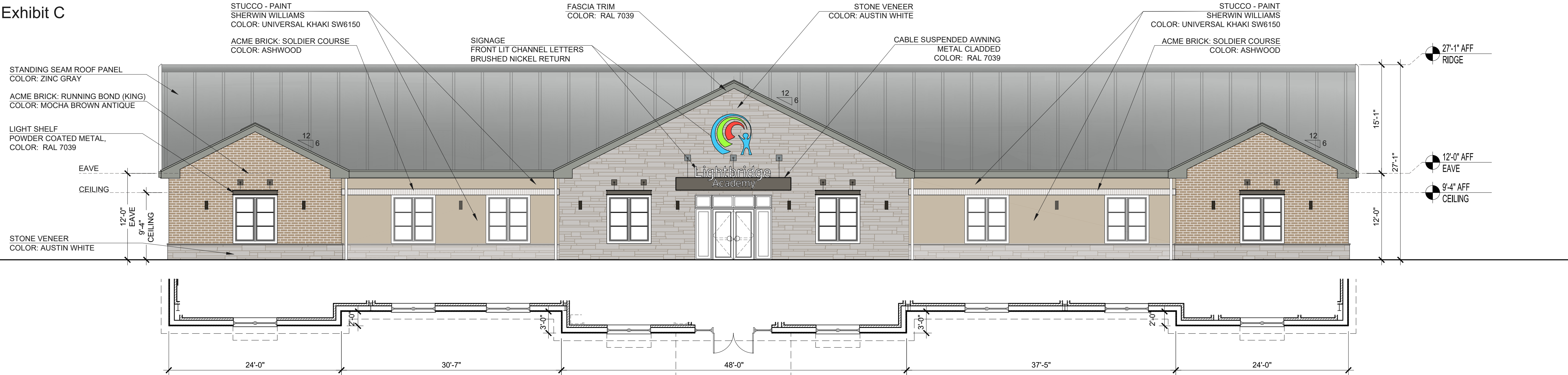
PROJECT NO.	EMB23002
FILENAME	EMB23002-CONCEPT LS1.DWG
CHECKED BY	MAH
DRAWN BY	XD
SCALE	20 SCALE
DATE	03/11/2024

SHEET

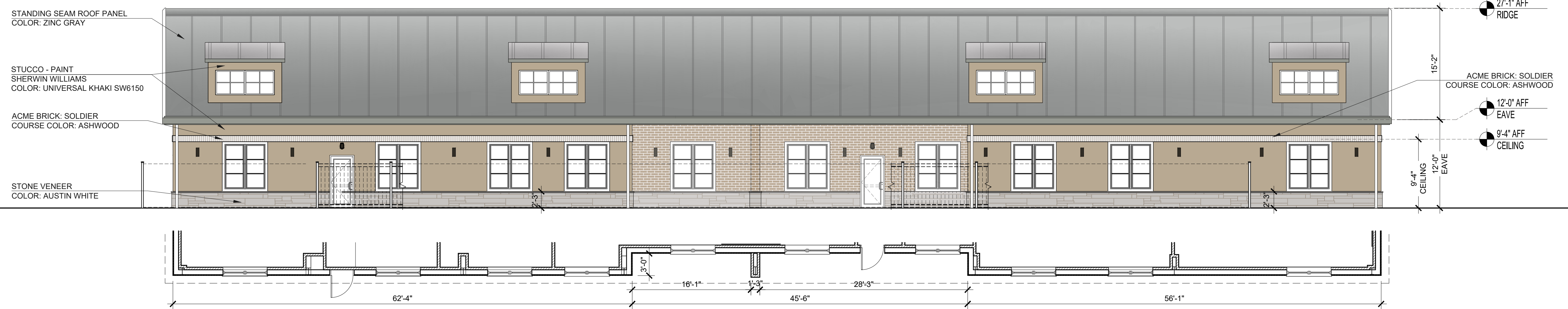
CONCEPT
LANDSCAPE PLAN
L5.00



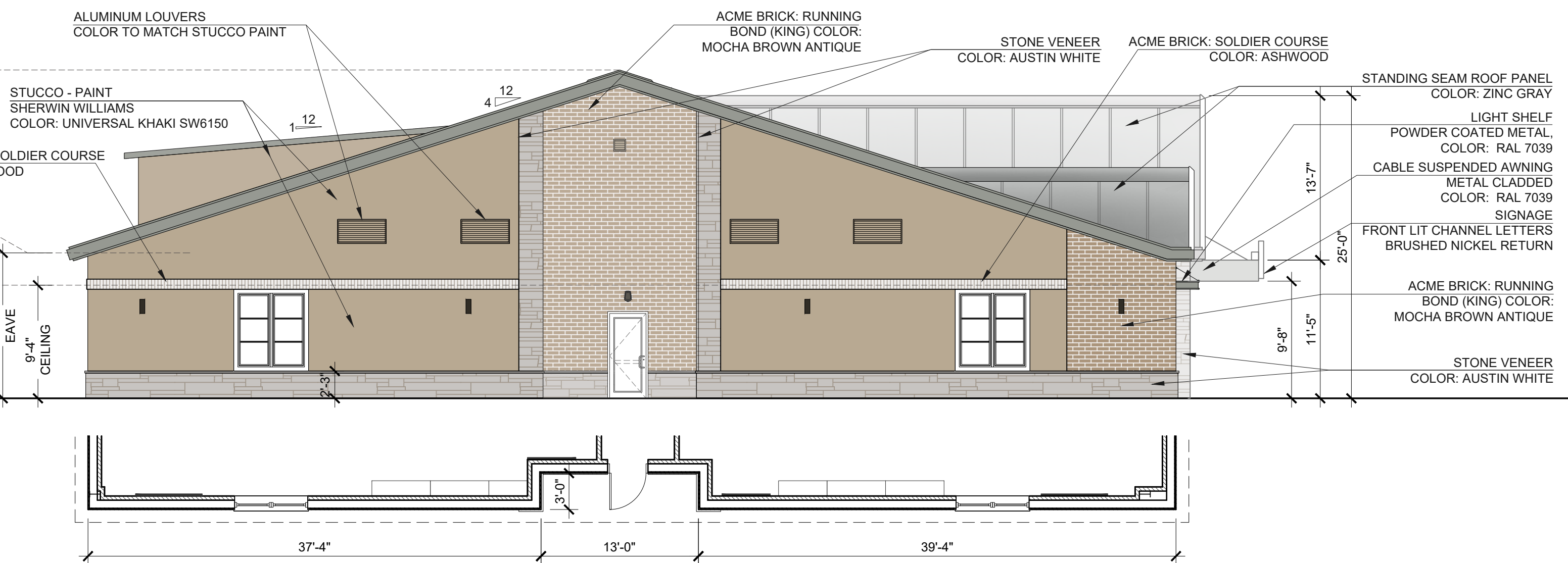
Exhibit C



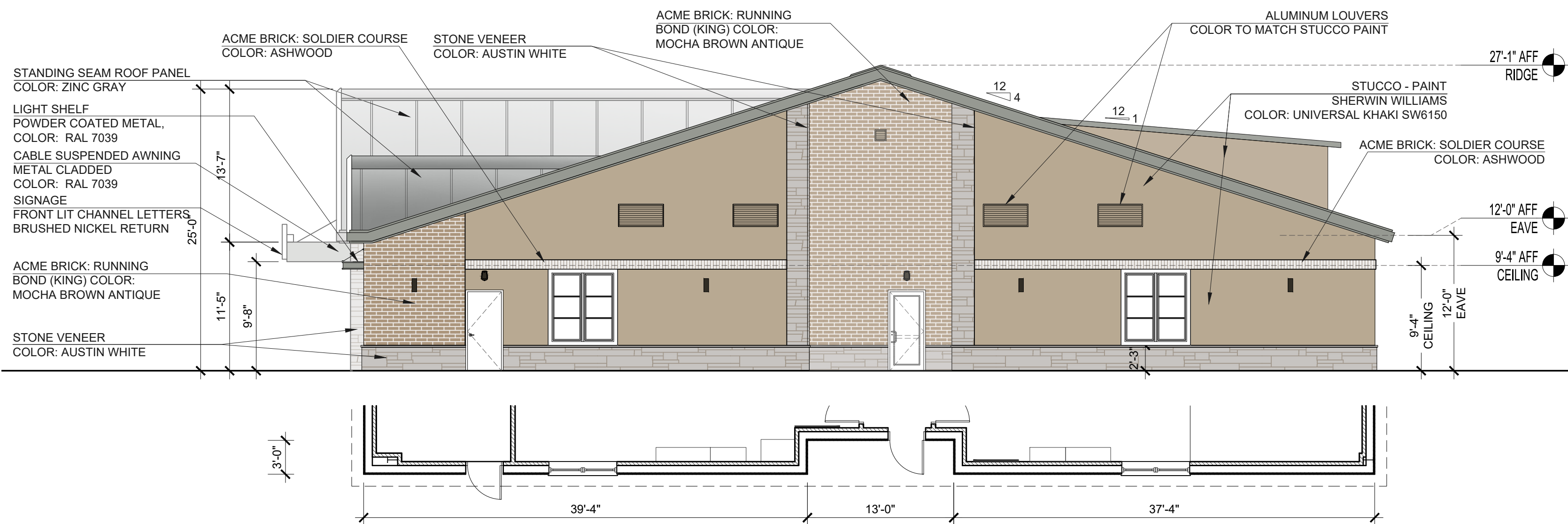
FRONT ELEVATION - EAST FACADE
SCALE 1/8"=1'-0" 1



REAR ELEVATION - WEST FACADE
SCALE 1/8"=1'-0" 2



LEFT SIDE ELEVATION - SOUTH FACADE
SCALE 1/8"=1'-0" 3



RIGHT SIDE ELEVATION - NORTH FACADE
SCALE 1/8"=1'-0" 4

FINISHES:



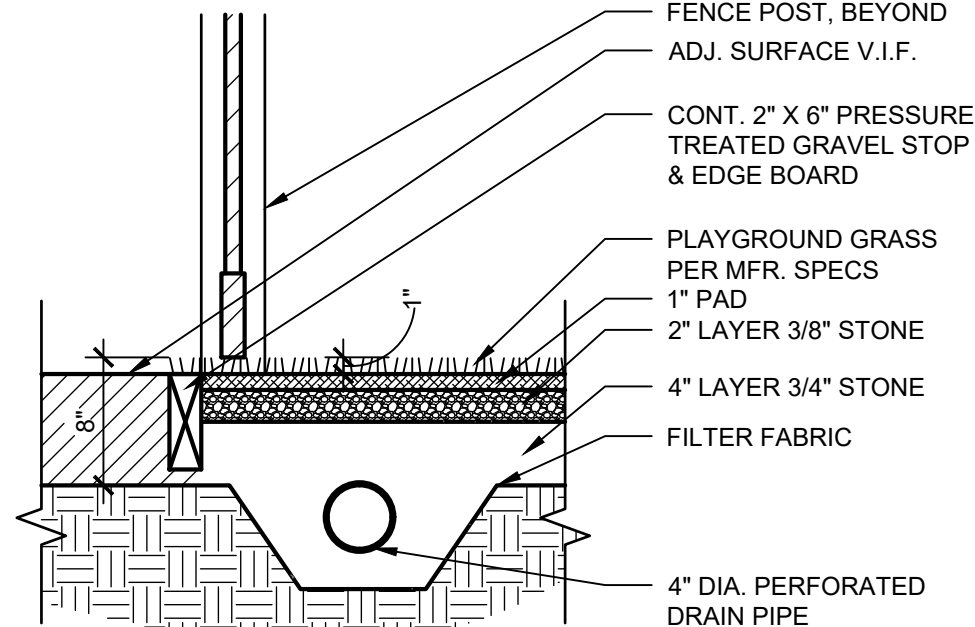
NOTE: ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

MATERIAL TABULATIONS:

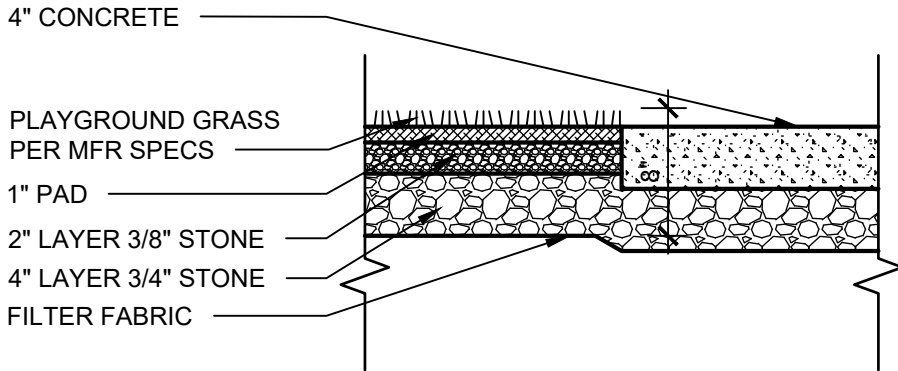
(SQUAREFOOTAGEPERFACADE)	NORTH	SOUTH	EAST	WEST
1 TOTAL FAÇADE (SF):	1,924	1,924	2,652	2,410
2 FAÇADE (SF):				
[excl usive of doors and windows]	1,760	1,784	2,223	1,839
3 DOORS AND WINDOWS	164	140	429	571

PRIMARY MASONRY TOTALS (% OF 2):	93.4%	93.5%	90.5%	89.6%
[Min. 80%]				
PRIMARY MASONRY TOTALS (SF):	1,644	1,668	2,012	1,649
STONE (SF)	415	422	1,018	385
STONE (% OF 3):	23.6%	23.7%	45.8%	20.9%
BRICK (SF)	413	413	605	430
BRICK (% OF 3):	23.5%	23.2%	27.2%	23.4%
STUCCO (SF)	816	833	389	834
STUCCO (% OF 3):	46.4%	46.7%	17.5%	45.4%

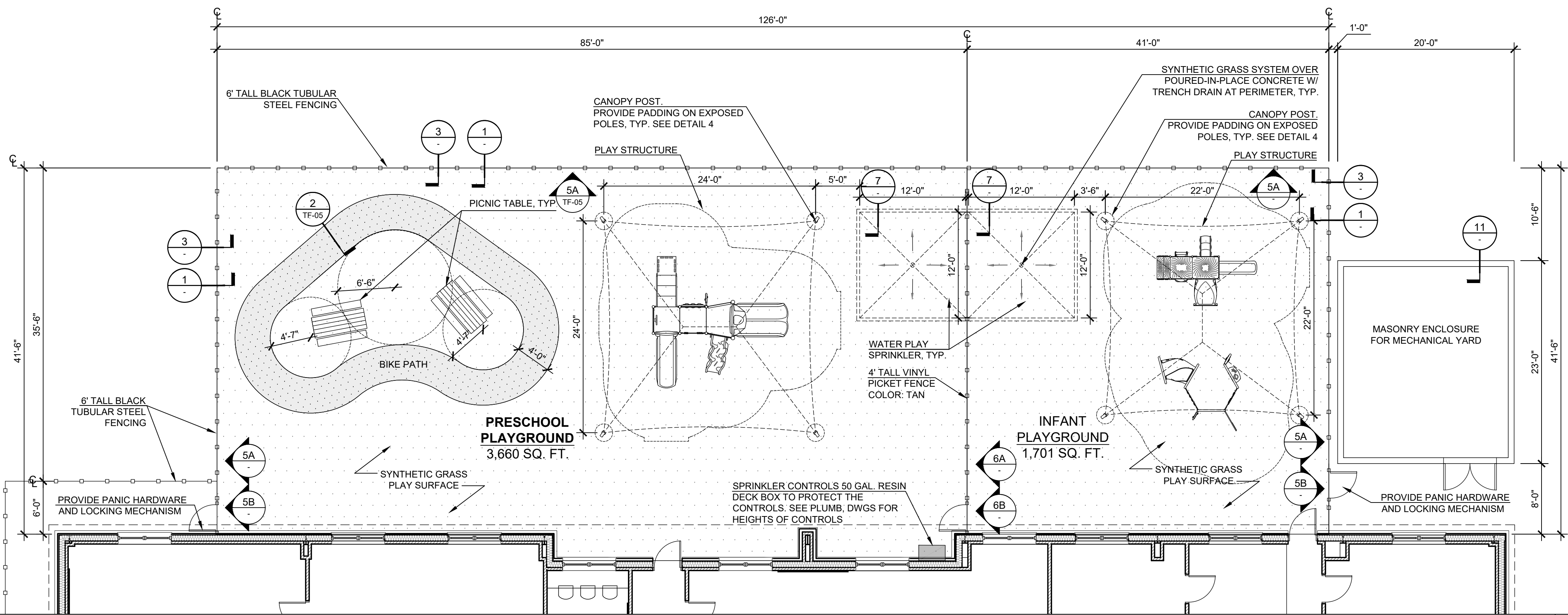
SECONDARY MASONRY TOTALS (% OF 2):	6.6%	6.5%	9.5%	10.4%
[Max. 20%]				
METAL ROOF TRIM (SF)	116	116	211	190



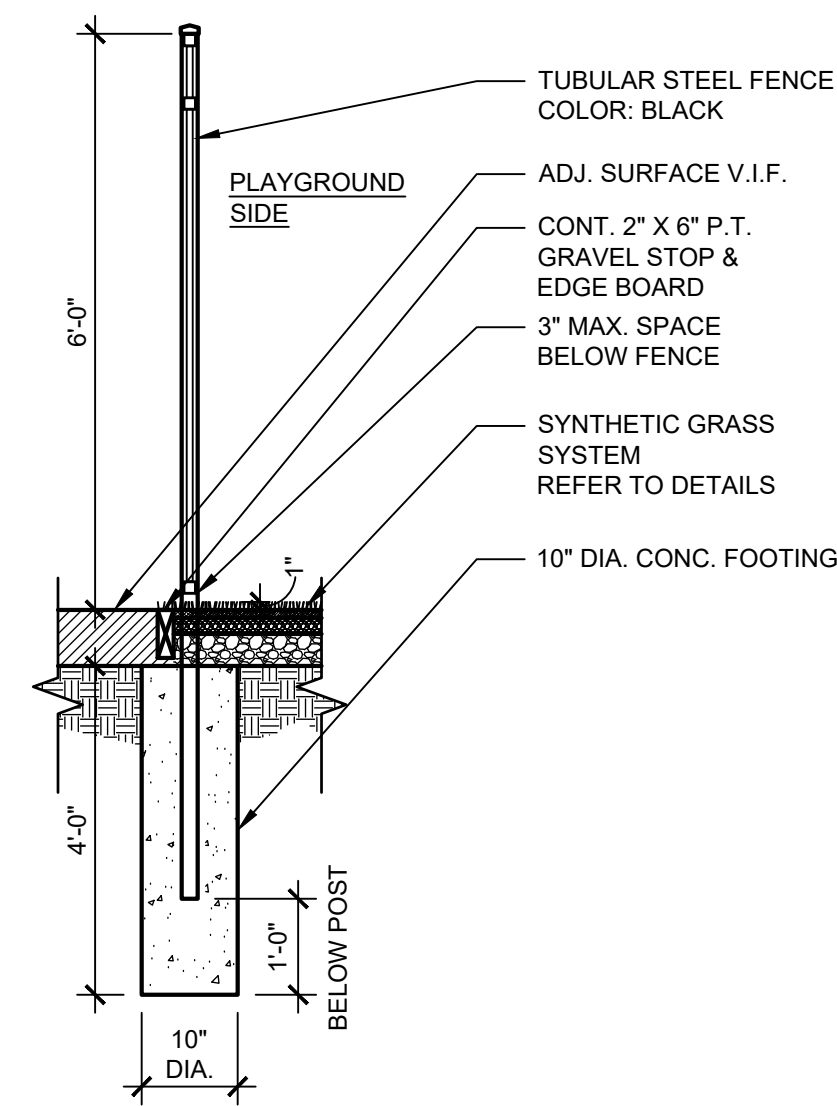
PLAYGROUND DETAIL 1
SCALE: 1" = 1'-0"



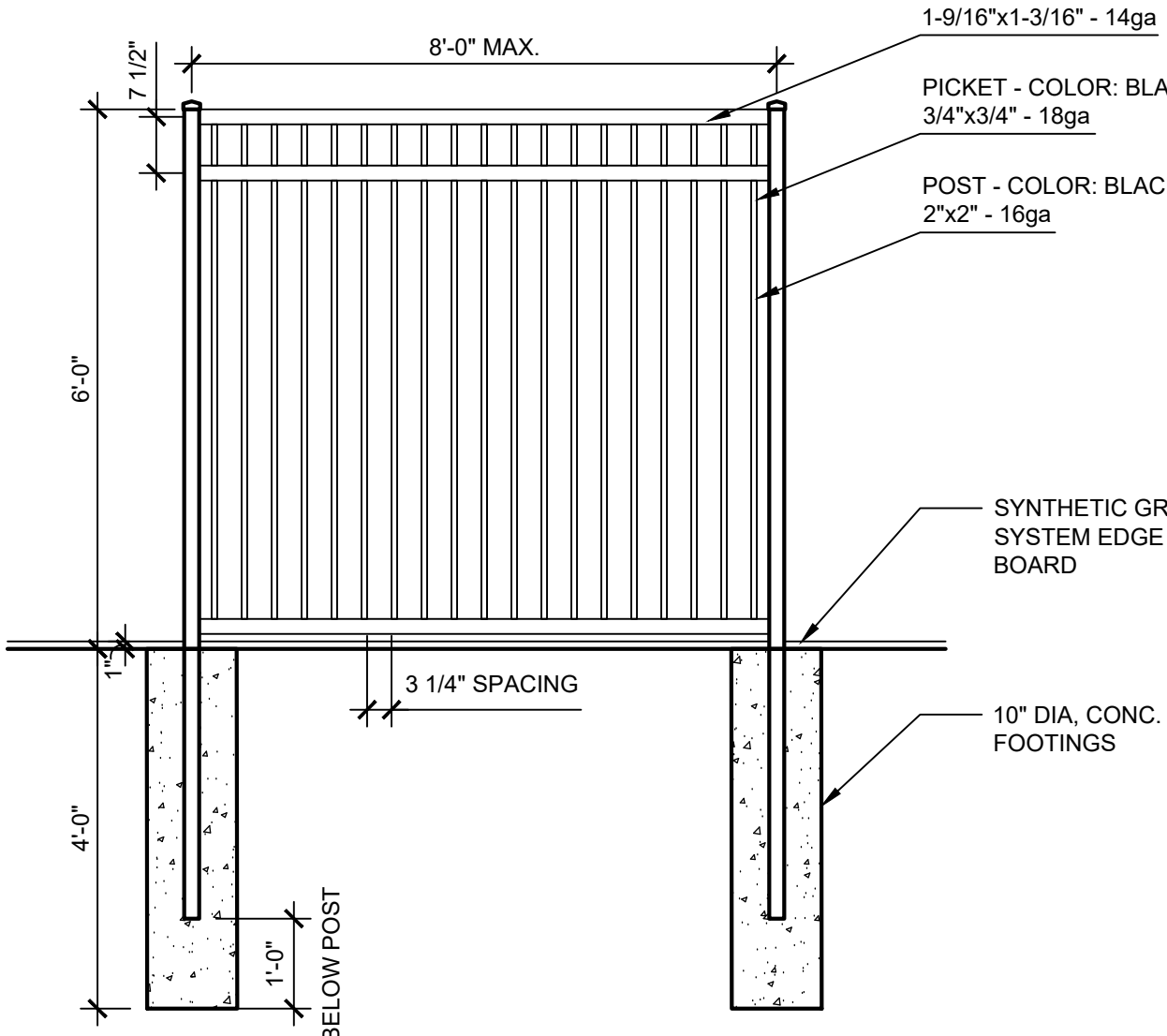
BIKE TRACK DETAIL 2
SCALE: 1" = 1'-0"



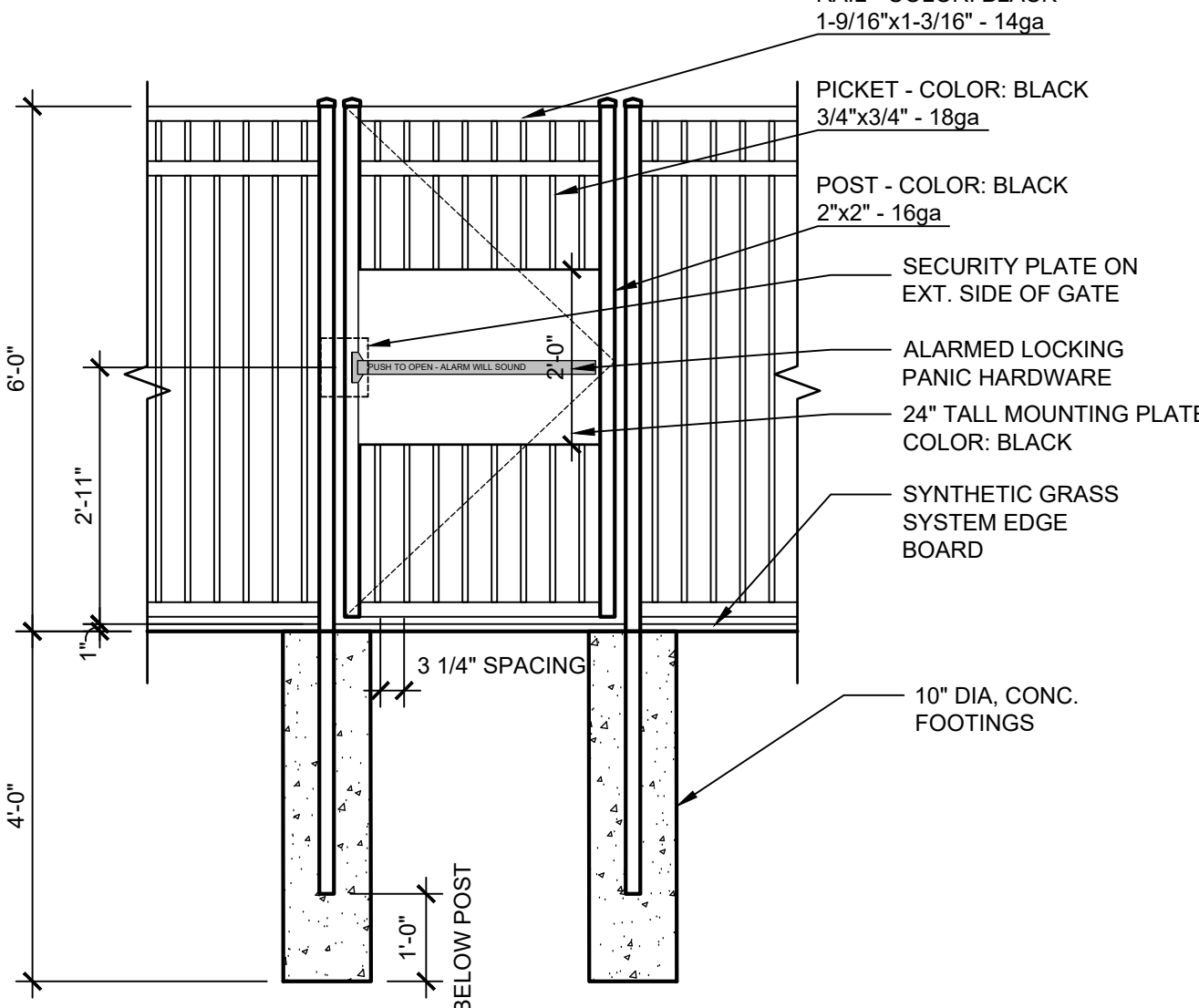
ENLARGED PLAYGROUND REFERENCE PLAN 12
SCALE: NTS



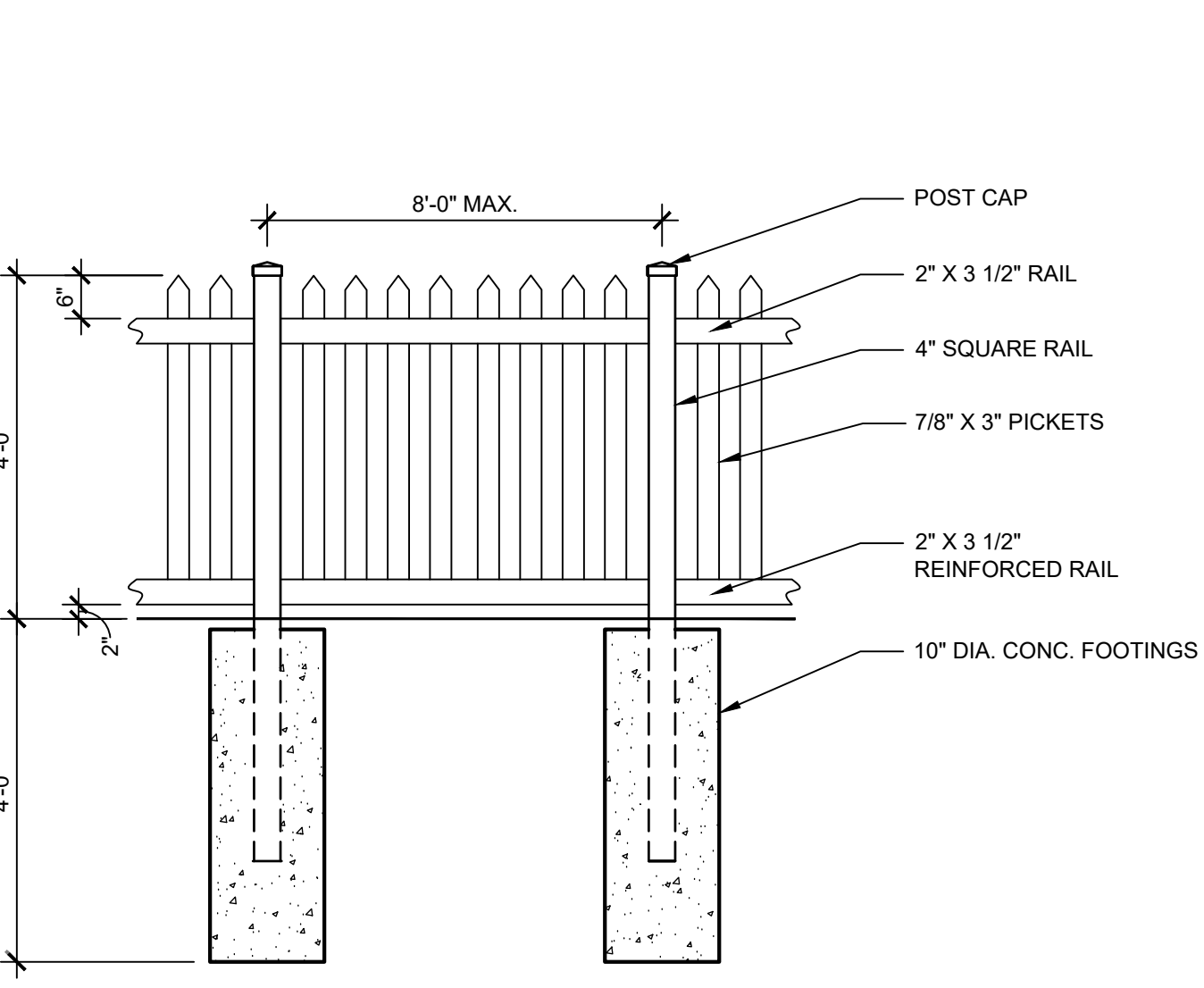
FENCE SECTION 3
SCALE: 1/2" = 1'-0"



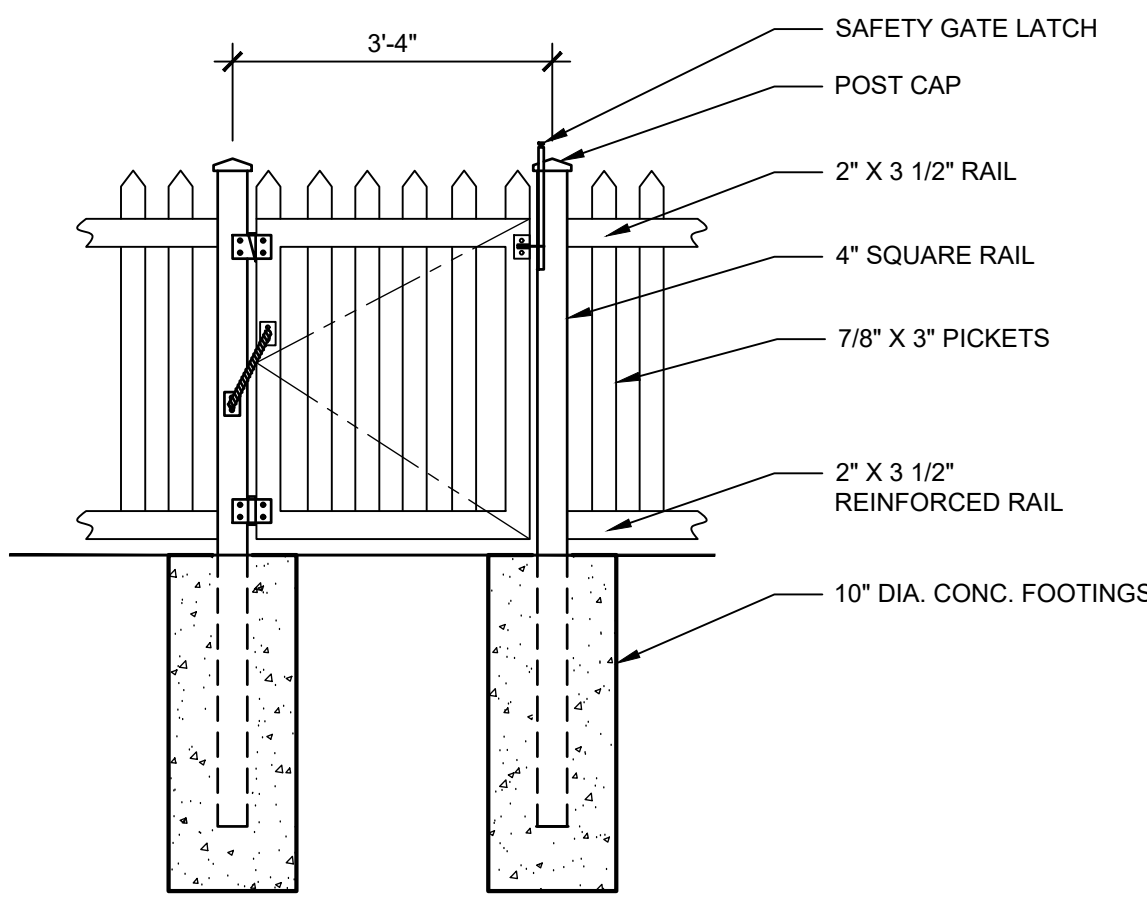
PRIVACY FENCE ELEVATIONS - PANEL 5A
SCALE: 1/2" = 1'-0"



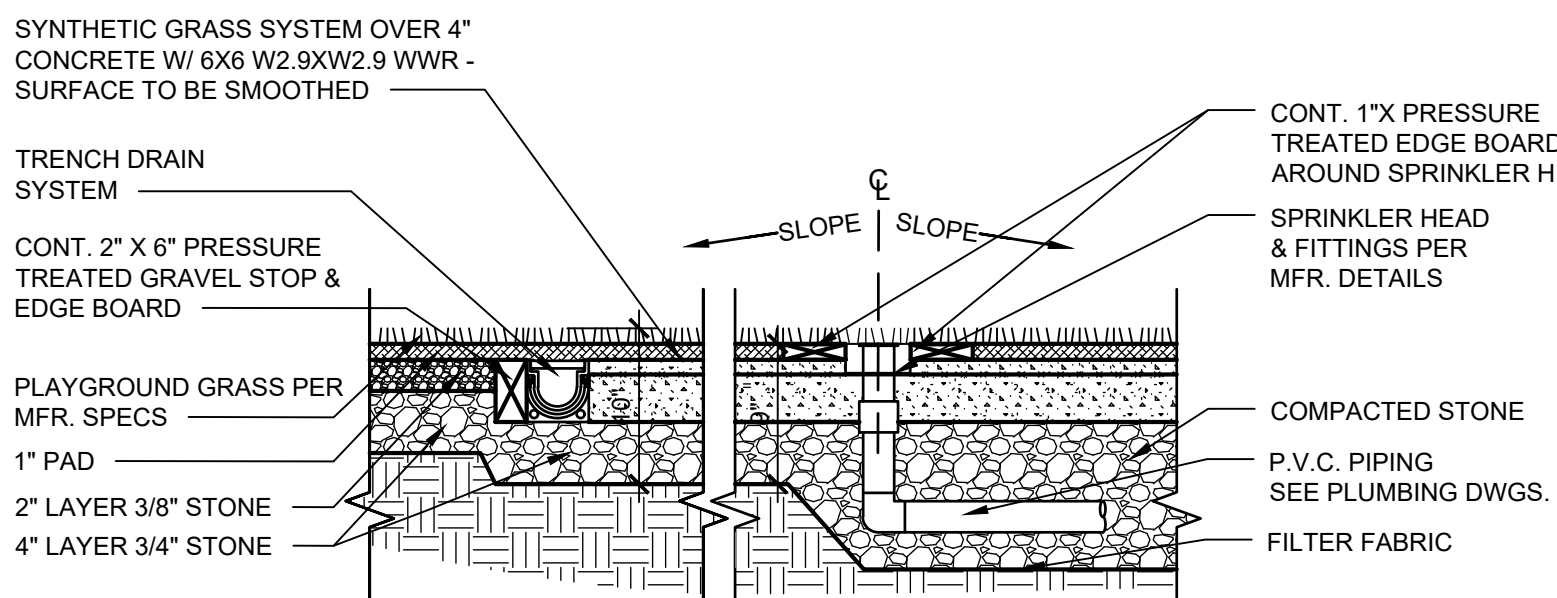
PRIVACY FENCE ELEVATIONS - GATE 5B
SCALE: 1/2" = 1'-0"



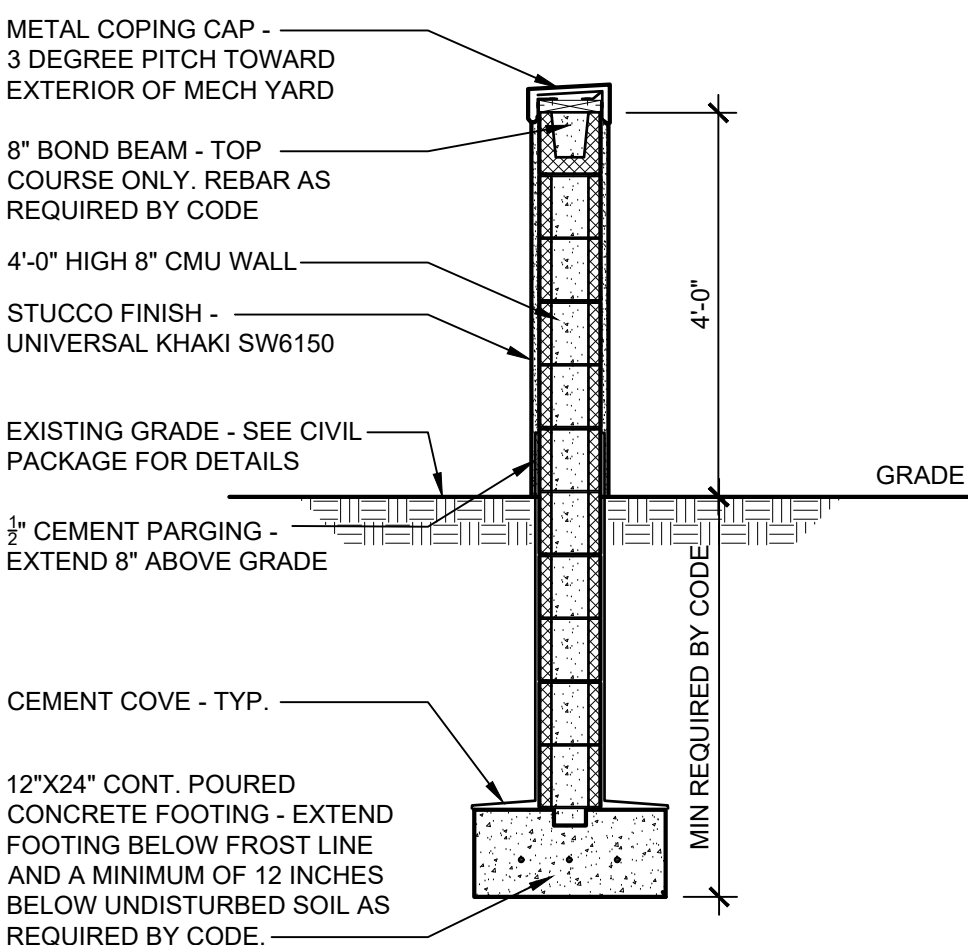
PRIVACY FENCE ELEVATION - PANEL 6A
SCALE: 1/2" = 1'-0"



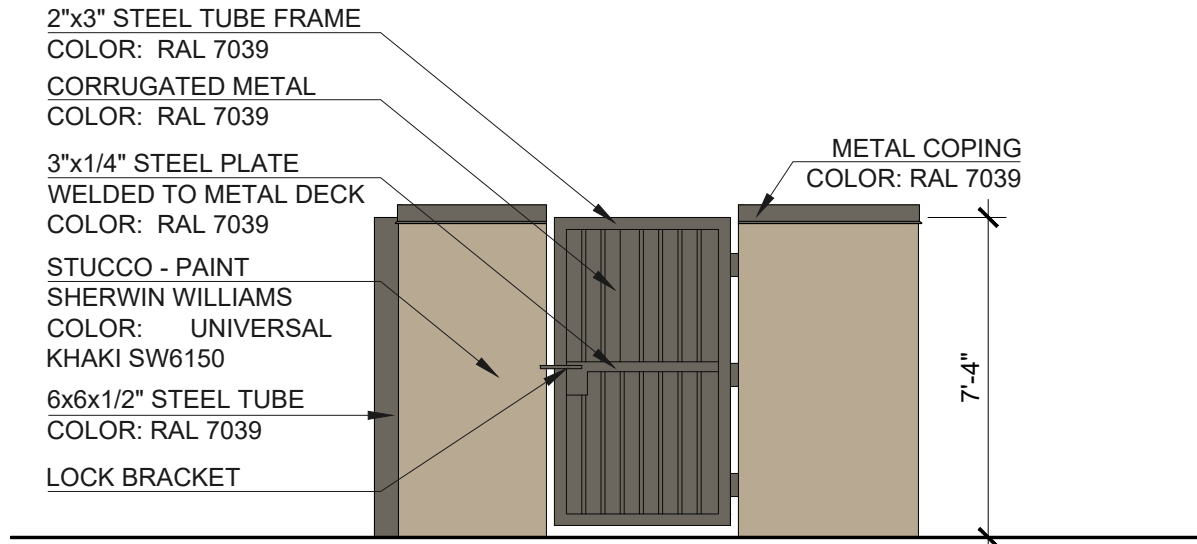
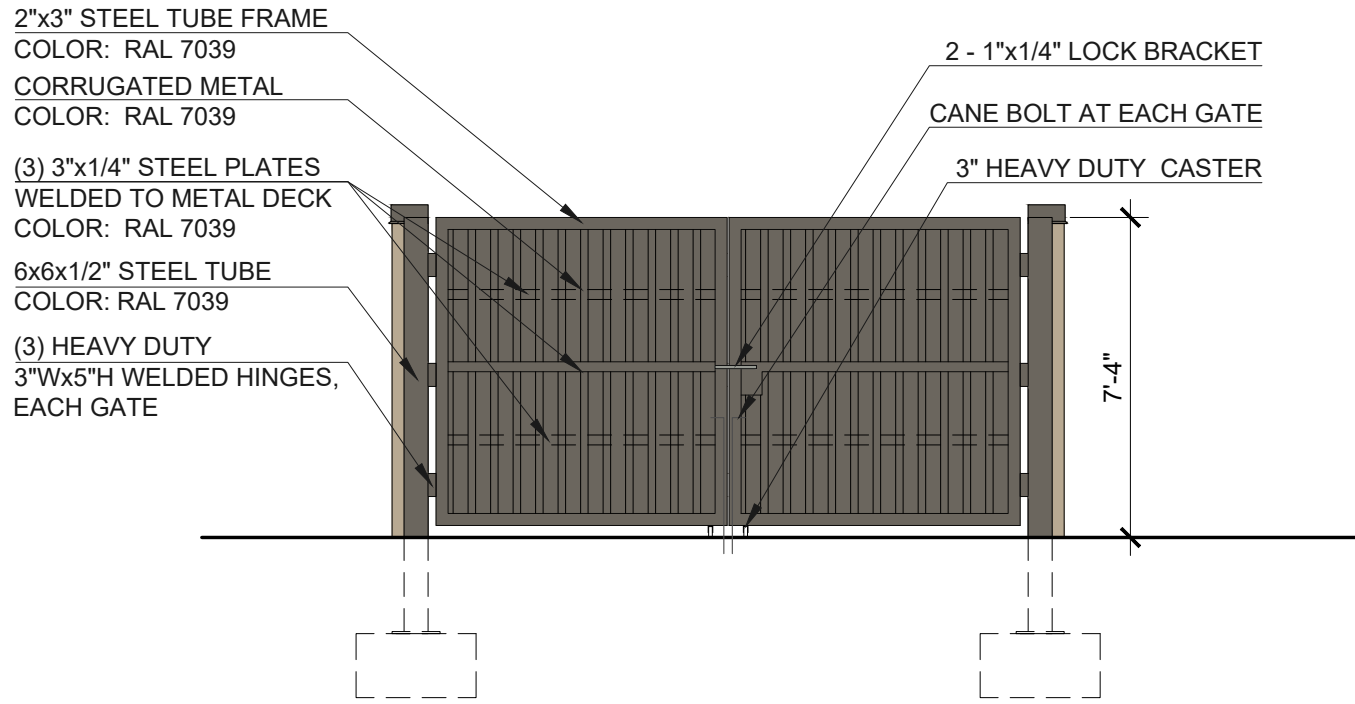
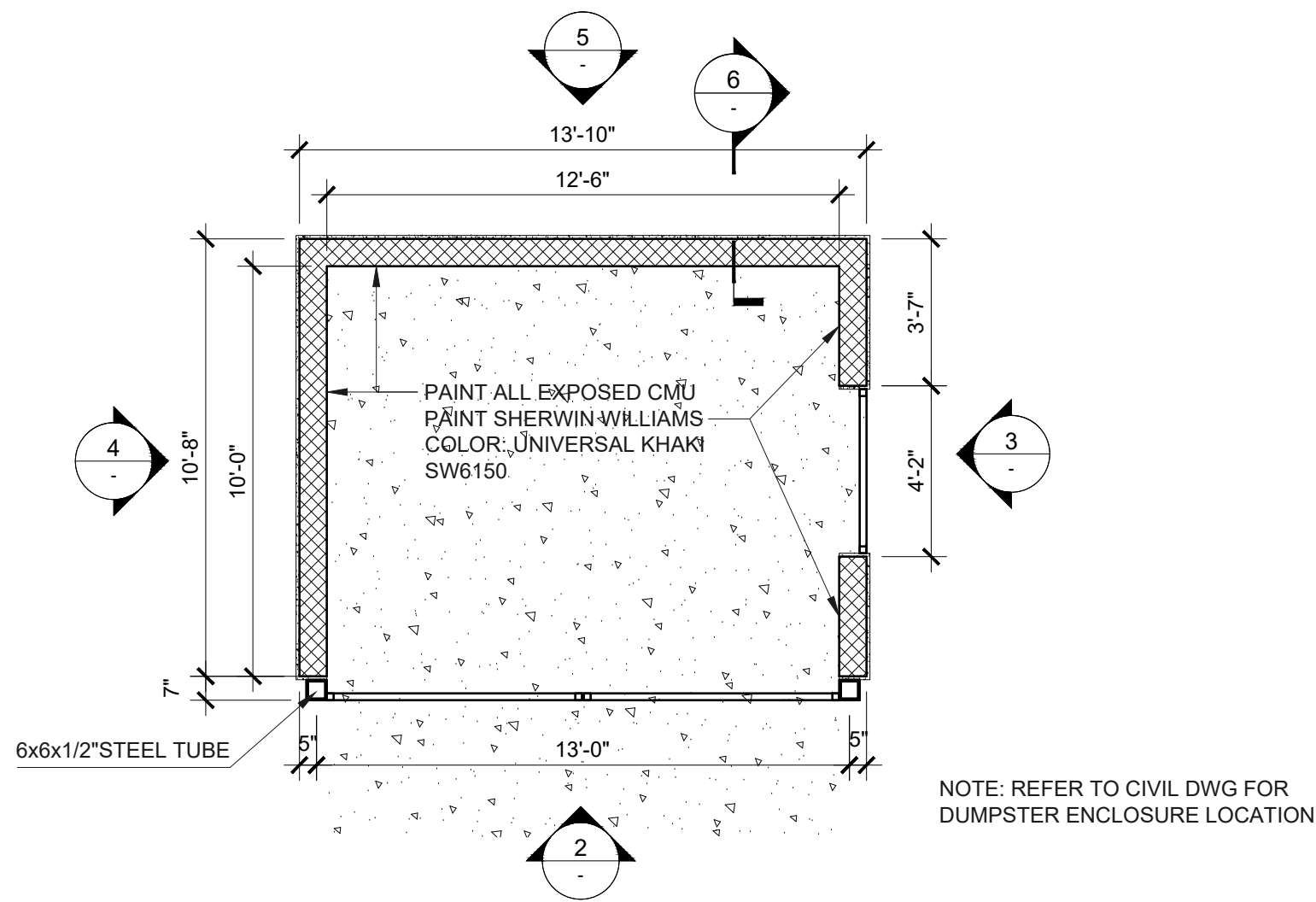
PRIVACY FENCE ELEVATION - GATE 6B
SCALE: 1/2" = 1'-0"



SPRINKLER DETAIL 7
SCALE: 1" = 1'-0"



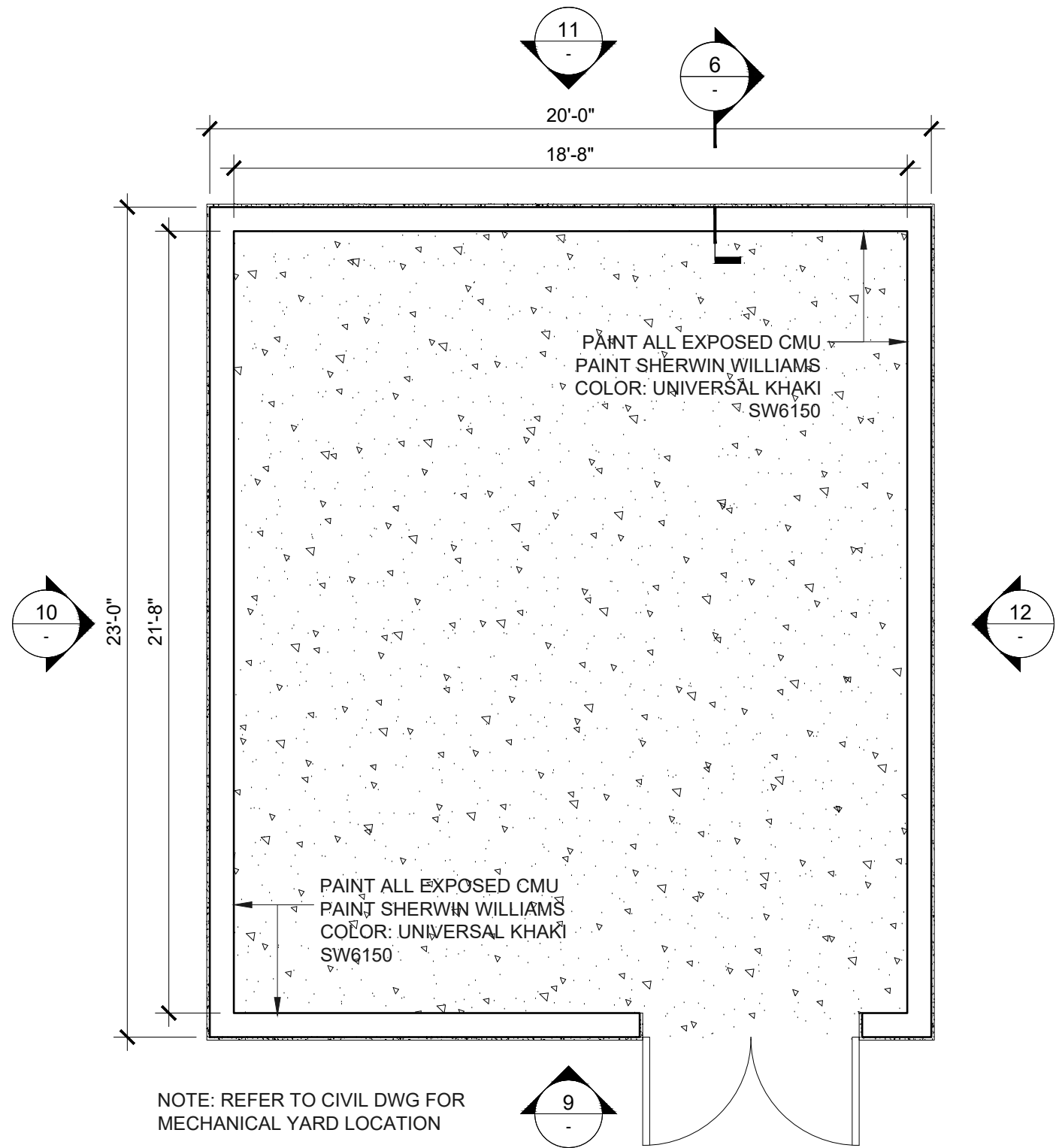
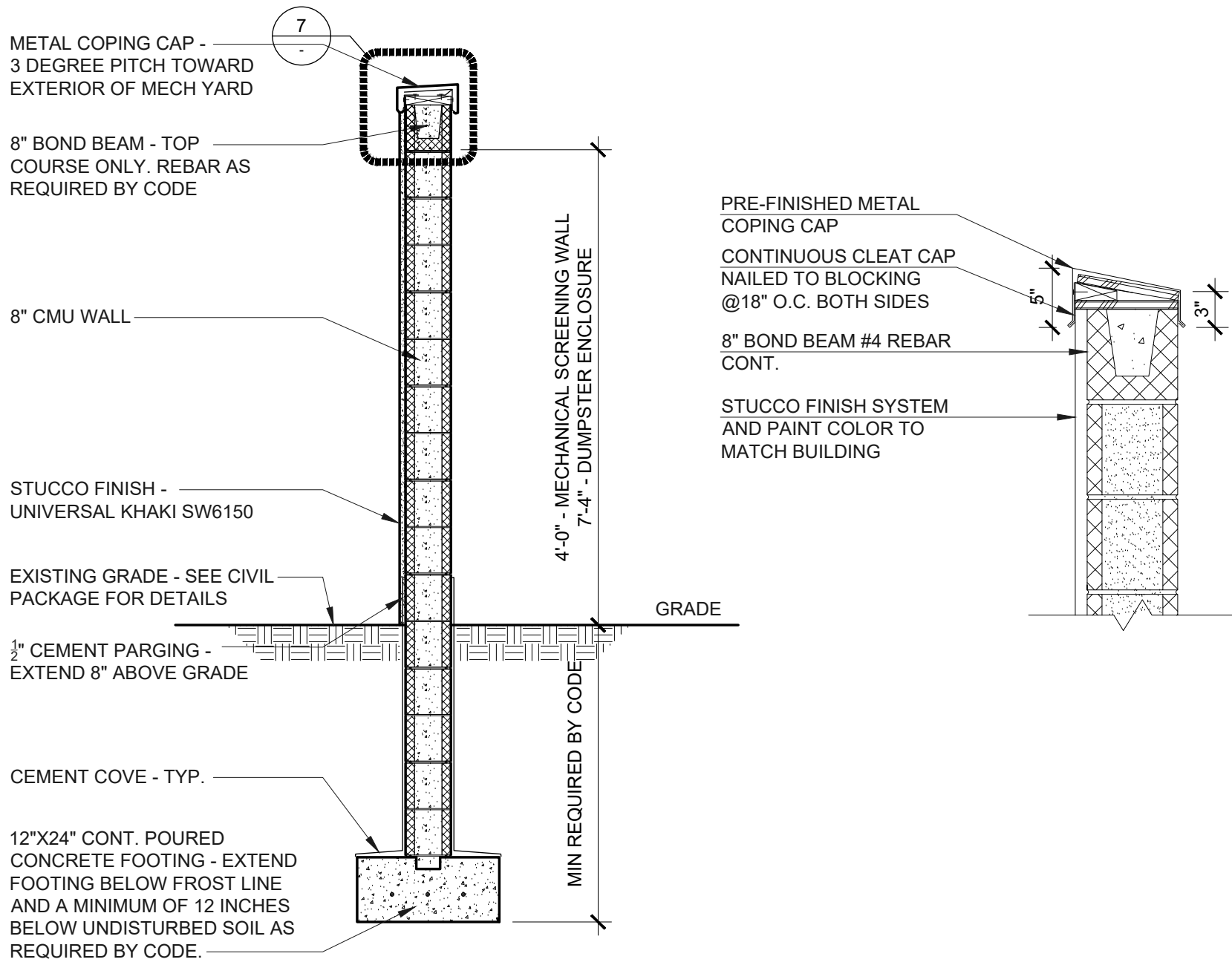
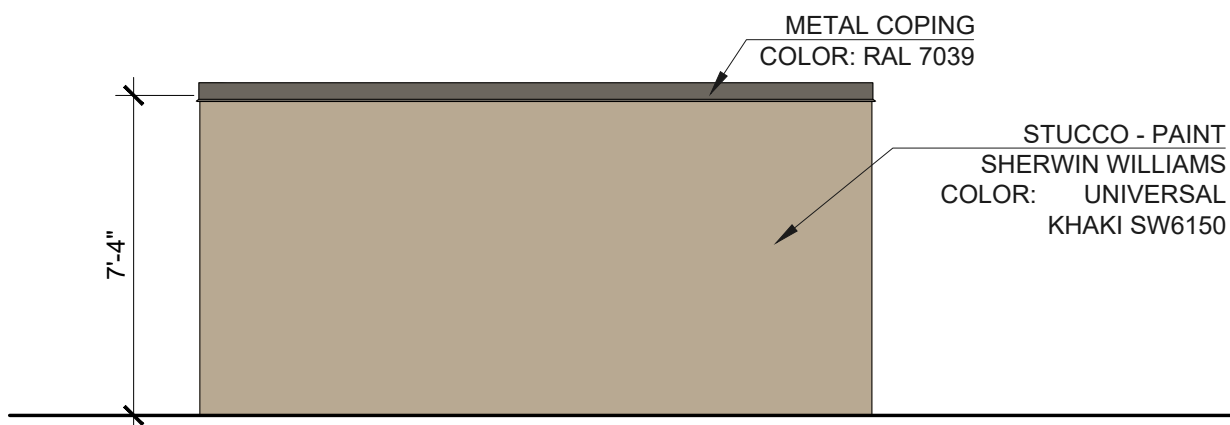
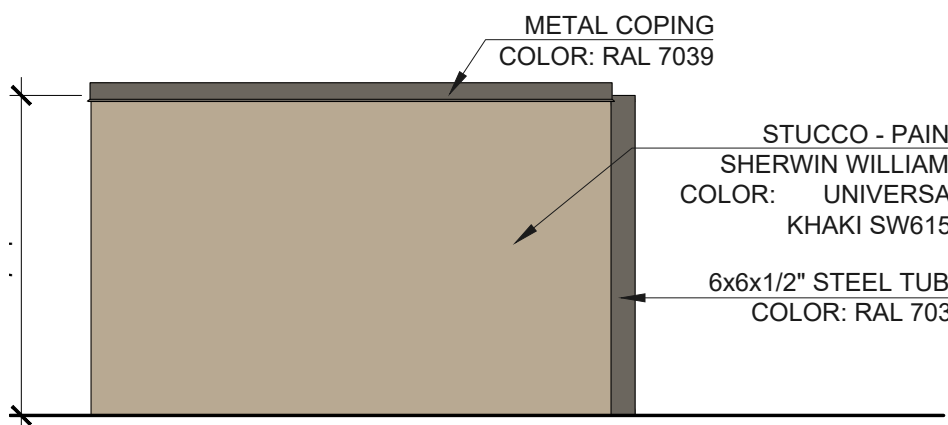
MECHANICAL YARD MASONRY WALL DETAIL 11
SCALE: 1/2" = 1'-0"



DUMPSTER ENCLOSURE - FLOORPLAN
SCALE 1/4"=1'-0"

DUMPSTER ENCLOSURE - FRONT ELEVATION
SCALE 1/4"=1'-0"

DUMPSTER ENCLOSURE - SIDE ELEVATION
SCALE 1/4"=1'-0"



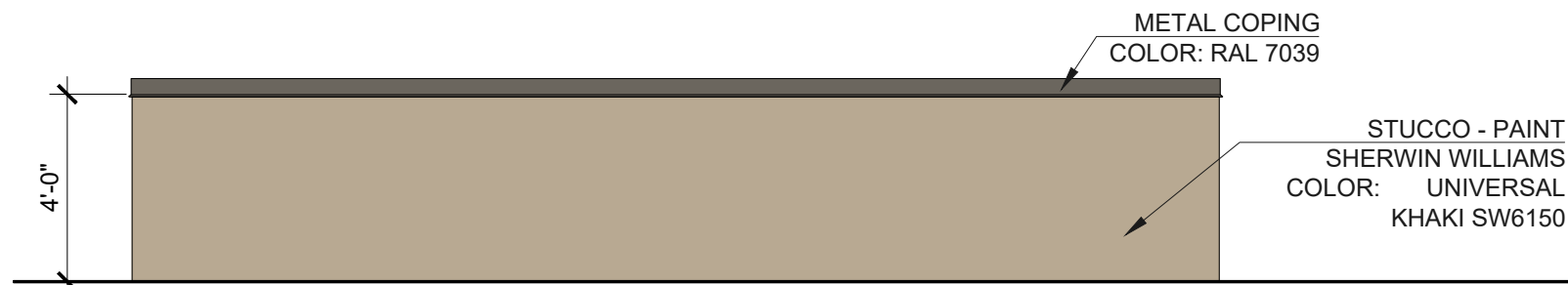
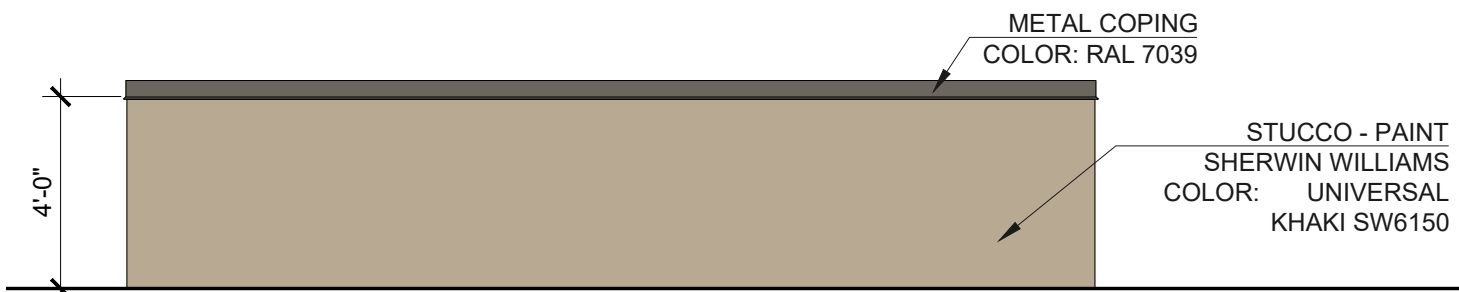
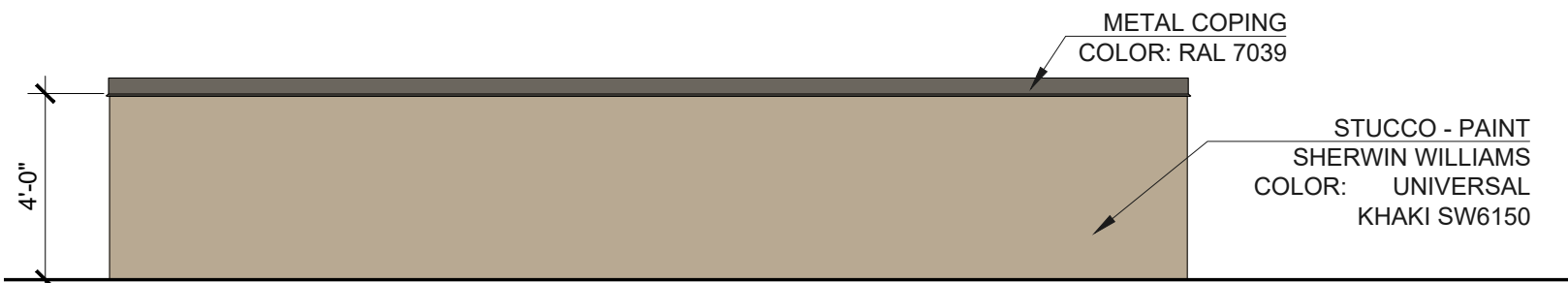
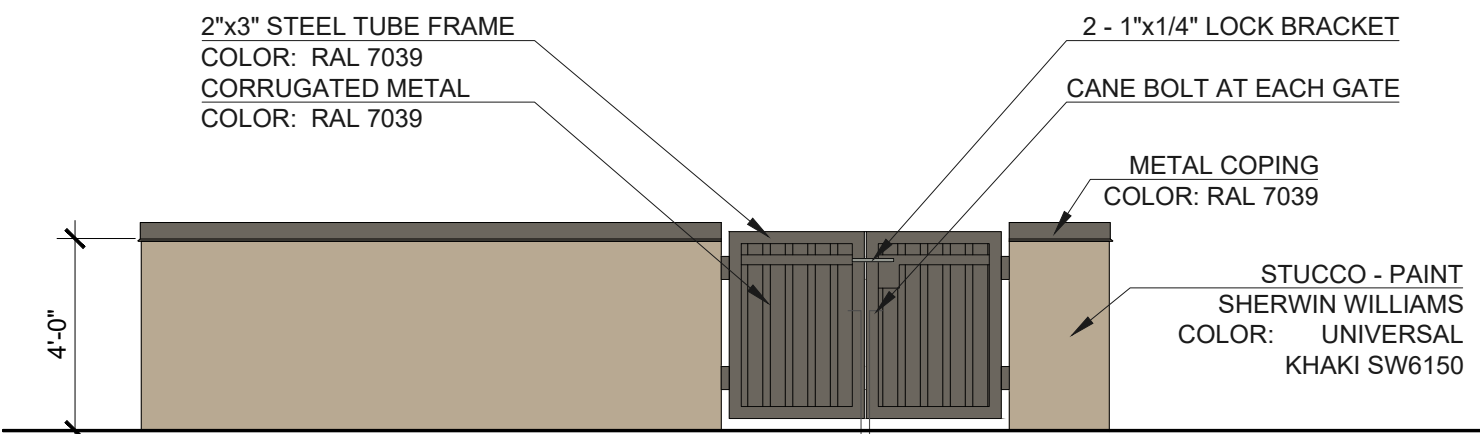
DUMPSTER ENCLOSURE - SIDE ELEVATION
SCALE 1/4"=1'-0"

DUMPSTER ENCLOSURE - REAR ELEVATION
SCALE 1/4"=1'-0"

WALL SECTION
SCALE 1/4"=1'-0"

WALL CAP DETAIL
SCALE 1/4"=1'-0"

MECHANICAL SCREENING WALL - PLAN
SCALE 1/4"=1'-0"



MECHANICAL SCREENING WALL - FRONT ELEVATION
SCALE 1/4"=1'-0"

MECHANICAL SCREENING WALL - SIDE ELEVATION
SCALE 1/4"=1'-0"

MECHANICAL SCREENING WALL - REAR ELEVATION
SCALE 1/4"=1'-0"

MECHANICAL SCREENING WALL - SIDE ELEVATION
SCALE 1/4"=1'-0"

Exhibit C



The color of the support and shade structures shall be earth tone colors, Latte or similar



TOWN COUNCIL AGENDA L.1. BOARDS/COMMISSIONS

DATE: July 1, 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.

Some names were provided at the June 17 meeting. Three additional names and a motion are needed before the Committee can proceed.

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: I move to create a Blue Ribbon Bond Committee and appoint the following individuals to serve on the committee with terms beginning immediately and ending January 31, 2025:

1. _____ (Chair, nonvoting member)
2. _____
3. Scott Langley
4. Todd Bayuk
5. Murthy Mantha
6. Clare Harris
7. Laverne Amsterdam
8. Michelle Jackson
9. Sandeep Sharma
10. Steve Lyda
11. Ann Martin
12. _____