

Town Council Regular Meeting

October 21, 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. Arts Month Proclamation

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects

3. Organizational Updates
 - a. Employee Recognition
4. Arbor Day and Colony Park Tree Planting Project

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. November 4 - Regular Meeting
2. November 18 - Regular Meeting

J. CONSENT ITEM(S)

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

1. Minutes 10/7 and 10/17 - Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on October 7, 2024; and minutes from a work session of the Town Council on October 17, 2024.
2. Light fixtures - Wilkerson Park - Consider approval of the purchase and installation of new LED light fixtures for the Wilkerson Park, located at 2880 Garden Road - LED Lighting Retrofit project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$203,164.00.
3. Hound Mound Pet Waste Removal - Consider approval of Services Contract 2025-1-A with Scoop Masters to perform pet waste removal services at the Hound Mound at Heritage Park dog park, located at 1202 S. Garden Ridge, with an estimated annual expenditure of \$11,760.00; and authorization for the Mayor to execute on behalf of the Town.
4. Interlocal Agreement - Library Services (County) - Consider the approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorize the Mayor to execute the same on behalf of the Town.
5. Purchasing Policy - Consider approval of an ordinance amending the Town's Purchasing Policy to authorize the Town Manager to approve and sign contracts, change orders, and interlocal agreements to a maximum of \$50,000.
6. Alternate Municipal Judges - Consider approval of an ordinance to appoint Alternate Municipal Judges Charles Atkinson, Gilland Chenault, and Ann Poston for the period of October 21, 2024, through October 20, 2026.
7. 3913 Pocohontas Water Line Easement Abandonment - Consider approval of an ordinance vacating and abandoning of a 10-foot water line easement located along the west property line of Block A, Lots 13 and 14, of Roanoke Hills Addition Subdivision. The property is generally located south of Cross Timbers Road and west of Bordeaux Way.

8. Outdoor LED AV System - Consider approval for the purchase of a Max 1710 Outdoor LED screen, trailer and accessories from Insane Impact, LLC, through TIPS Interlocal Purchasing Cooperative in the amount of \$157,035.00.

K. REGULAR ITEM(S)

1. Presentation regarding the Atmos Cities Steering Committee.
2. Flower Mound Chamber of Commerce annual update - Flower Mound Chamber of Commerce annual update.
3. Tax Notes, Series 2024 - Discussion and consideration of all matters incident and related to the issuance and sale of the "Town of Flower Mound, Texas, Tax Notes, Series 2024" in the amount of \$2,500,000.00, including the adoption of an ordinance authorizing the issuance of such tax notes.
4. Light fixtures - Gerault Park - Consider approval of the purchase and installation of new LED light fixtures for the Gerault Park, located at 1116 Gerault Rd - LED Lighting Retrofit project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$1,126,321.00
5. SUP24-0005 - Back Nine Golf, Prairie Plaza Building 4 - Public Hearing to consider an ordinance granting Specific Use Permit No. 494 (SUP24-0005 – Back Nine Golf, Prairie Plaza Building 4) to permit an amusement and recreation (indoors) use. The property is generally located north of Cross Timbers Road and west of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its October 14, 2024, meeting.)
6. FM Creamery LLC Chapter 380 - Public Hearing to consider approval of a Chapter 380 Agreement with FM Creamery LLC for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.

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. Discuss and consider appointing members to serve on the Outstanding Citizen Award selection 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. Regulation of Public Utilities

2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, 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.
5. Annual evaluation of the Town Manager

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

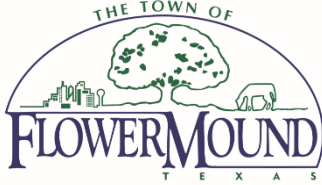
I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: October 18, 2024, at 2:05 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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

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

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



October 7, 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 (Remotely)
Brian Taylor, Councilmember Place 3 (arrived at 7:56 p.m.)
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
JP Walton, Chief Strategic Officer
Ray Watson, Director of Economic Development
Julie Taylor, Director of Treasury
Clay Riggs, Director of Public Works

B. INVOCATION

Chaplain McNamer gave the invocation.

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

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

Mayor Moore led the pledges.

D. PUBLIC COMMENT

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

	Speaker name and address	Subject (as written on the form)
1.	Alex Stein, 7509 Inwood Rd, Dallas, Tx	Flower Mound City
2.	Anurag Sharma, 4521 Delaina Dr	Diwali event
3.	Joni Cook, 1980 Harbor View Dr	J5 (Dakota)
4.	Elaine Takacs, 2101 Beachview Dr with donated time from Richard Ratliff (no address provided)	J5 (Dakota)
5.	Patty Sherman, 2100 Beachview	J5 (Dakota) (opposition)
6.	Janet Takacs, 2101 Beachview	J5 (Dakota) (opposition)
7.	Kristy Anderson, 1815 Chestnut Ct	substance use and mental health board
8.	James Sherman, 2100 Beachview Dr	J5 (Dakota) (opposition)

** Indicates person did not wish to speak*

E. ANNOUNCEMENTS

F. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. National Community Planning Month
Ms. Murphy provided background information about the recent accolades the planning department received.
4. Scooter Regulation Update
Mr. Childers provided a status update and confirmed that the direction is to discuss scooter regulations at the October 17th work session, and with a possible agenda item coming forward on October 21st.

G. FUTURE AGENDA ITEM(S)

There were no future agenda item request.

H. COORDINATION OF CALENDARS

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

1. October 17 - Work Session
2. October 21 - Regular Meeting

I. CONSENT ITEM(S)

ACTION: Ann Martin moved to approve consent items I.1 - 5 as presented in the agenda caption. Adam Schiestel seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Janvier Werner
NAYS: None
ABSENT: Brian Taylor
RESULT: 4 : 0

1. Minutes: 9/16, 9/17, 9/19 - Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on September 16, 2024, and Work Sessions held on September 17 & 19, 2024.
2. Custodial Supplies Services - Consider approval of Bid No. 2024-92-A, Custodial Supplies Services to Complete Supply, Inc. and Empire Paper Company at the unit prices bid, in the estimated annual amount of \$170,000.00; and authorization for the Mayor to execute on behalf of the Town.
3. Veterans Liaison Board - Discuss and consider adopting a resolution to modify the duties and add members to the Veterans Liaison Board.

RESOLUTION NO. 16-24

A RESOLUTION TO MODIFY THE VETERANS LIAISON BOARD FOR THE TOWN OF FLOWER MOUND, AND TO REDEFINE THE NUMBER OF MEMBERS; CREATE THE TITLE OF SECRETARY, INCLUDING ROLES AND RESPONSIBILITIES; AND PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE BOARD; ESTABLISHING THE TERM OF OFFICE FOR EACH BOARD MEMBER; AND PROVIDING AN EFFECTIVE DATE.

4. WWTP Step Screen Repair Services - Consider approval of the purchase of repair services with Huber Technology for the repair of the Wastewater

Preliminary Treatment Area Screen equipment, in the amount of \$66,535.96; and authorization for the Mayor to execute same on behalf of the Town.

5. Purchase of Cardiac Monitors/Defibrillators - Consider approval of the purchase of six (6) Zoll X series Cardiac Monitors/Defibrillators for Fire and Emergency Services frontline apparatus in the amount of \$321,298.52 under NPP Contract # PS20200; and authorization for the Mayor to execute same on behalf of the Town.

J. REGULAR ITEM(S)

1. School Liaison Committee - School Liaison Committee quarterly report and discuss and consider adopting a resolution to modify the duties and add members to the School Liaison Committee.

Ms. Scott provided background information on the item. School Liaison Committee member Mindy Bumgarner shared her thoughts about the committee's structure and scope of work. She expressed support for the proposed changes in the resolution.

There was Council discussion regarding:

- scope of work (expectations)
- committee structure

RESOLUTION NO. 19-24

A RESOLUTION TO MODIFY THE SCHOOL LIAISON COMMITTEE OF THE TOWN OF FLOWER MOUND; AND TO REDEFINE THE NUMBER OF MEMBERS; CREATE THE TITLE OF CHAIR, VICE-CHAIR, AND SECRETARY, INCLUDING ROLES AND RESPONSIBILITIES; AND PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE COMMITTEE; ESTABLISHING THE TERM OF OFFICE FOR EACH COMMITTEE MEMBER; AND PROVIDING AN EFFECTIVE DATE.

ACTION:	Adam Schiestel moved to approve J.1. as presented in the agenda caption. Janvier Werner seconded the motion.
AYES:	Ann Martin, Adam Schiestel, Chris Drew, Janvier Werner
NAYS:	None
ABSENT:	Brian Taylor
RESULT:	4 : 0

2. Legislative Priorities - Consider approval of the Town of Flower Mound 2025 Legislative Priorities for the upcoming 89th Texas State Legislature.

Mr. Walton introduced Brandi Bird, Bird Advocacy & Consulting

Ms. Bird gave a presentation on legislative priorities, including:

- Protecting community character
- Preserving individual property rights and privacy
- enhancing financial stewardship and flexibility
- next steps
- legislative calendar

and she responded to questions or comments from council regarding:

- incentivising debt
- future input
- council involvement level for future meetings
- if other municipalities support the priorities presented
- calendar and timing

ACTION:	Ann Martin moved to approve J.2. as presented in the agenda caption. Chris Drew seconded the motion.
AYES:	Ann Martin, Adam Schiestel, Chris Drew, Janvier Werner
NAYS:	None
ABSENT:	Brian Taylor
RESULT:	4 : 0

3. Economic Development Strategic Plan - Presentation of the Economic Development Strategic Plan created by TIP Strategies, Inc.

Mr. Watson introduced John Roberts and Victoria Wilson, with TIP Strategies, Inc.

Mr. Roberts and Ms. Wilson gave a presentation identifying or noting:

- company background
- project overview and goal
- what we proposed (discovery, opportunity, implementation)
- what we learned (stakeholder engagement)
- Hillwood development
- demographic comparison
- residents would like more businesses and amenities
- varying perceptions by age cohort
- community identity is a top priority
- retail inventory is concentrated in east Flower Mound
- job count by industry sector

- incremental employment change
- many Flower Mound residents commute out for work
- young, modest earners are more likely to commute in
- strategic framework, including plan framework: vision and goals, goals and strategic initiatives
- goal 1: business development
- goal 2: community engagement
- goal 3: purposeful development and redevelopment
- goal 4: quality placemaking
- implementation matrix

and they, or Mr. Dalton, responded to questions, concerns, or comments from Council regarding:

- changes since the strategic planning session
- implications should the residents disagree with the plan
- Section 3.5 of the plan - housing options (potential government overstep)
- future's committee (whether needed; balanced representation)
- favor of medical district, business retention/redevelopment support, professional employment for Flower Mound residents, preservation of natural amenities, River Walk vision
- economic development and the Town's Master Plan
- use of FloMo Convos
- priorities

No council action was required on this item.

4. Reimbursement Resolution - Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

Ms. Taylor or Mr. Zagurski gave a presentation identifying or noting:

- background information
- certificates of obligation
- Blue Ribbon Bond Committee

and they responded to questions from Council regarding:

- next steps

RESOLUTION NO. 17-24

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, AND AUTHORIZING

**THE PREPARATION OF THE DOCUMENTS ASSOCIATED WITH THE
ISSUANCE, SALE AND DELIVERY OF THE DEBT OBLIGATIONS; AND
PROVIDING AN EFFECTIVE DATE.**

ACTION: Adam Schiestel moved to approve J.4. as presented in the agenda caption. Ann Martin seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Janvier Werner
NAYS: None
ABSENT: Brian Taylor
RESULT: 4 : 0

5. RC23-0002 - Dakota - Consider a request for a Record Plat (RC23-0002 – Dakota) to develop a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located south of Meadow Lark and east of Deer Path. (PZ recommended approval by a vote of 6 to 0 at its September 23, 2024, meeting)

Town Council recessed at 7:46 p.m. and reconvened at 7:56 p.m.

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- record plat
- site photos
- exceptions
- drainage
- development plan versus record plat
- landscape plan
- turn around exhibit
- queuing capacity at the entrance gate
- traffic
- walls and guard house
- board recommendations (2021 and 2024)

and she, Mr. Riggs, Ms. Bruce, or Mr. Meredith responded to questions from Council regarding:

- lot-to-lot drainage, including pipe size, flood plain, grading, maintenance
- straight-zoning
- Cross Timbers Protection Area
- septic or sewer use requirements
- consequences if exceptions weren't approved
- one way in and out
- slope exception

- credibility of assumptions by applicant
- SMART Growth
- condition options for the approval of the slope exception, such as no retaining walls

At 8:48 p.m. Mayor Moore announced that the Town Council is convening into a closed meeting pursuant to Texas Government Code Section 551.074. Town Council reconvened into an open meeting at 9:14 p.m. No action taken.

Applicant Presentation:

Terry Holmes, John Dostert, Holmes Builders, 225 E Hwy 121, Coppel
Rob Adams, Principal, Langan Engineering, 2999 Olympus, Dallas

Mr. Holmes or Mr. Adams gave a presentation identifying or noting:

- background information on why they bought the property
- company background
- Dakota plan (26 residential lots, homes planned for 4,000+ square feet, \$3+ million, and preserving just under 5 acres of upland and riparian habitat)
- housing renderings
- how they met with the neighbors
- trees
- prairie habitat restoration
- lot-to-lot drainage
- slope exception

and they responded to questions from Council regarding:

- lot-to-lot drainage, including maintenance responsibilities
- current drainage pattern
- preserving the natural slope language in CCRs of the HOA
- concerns regarding other builders that don't have the same mindset to protect the trees
- safety concerns as it relates to the slope differences
- plans for supporting the wildlife
- possibility of using the town's rural fencing standards instead of masonry walls

Council Discussion

There was Council discussion regarding:

- limited discretion
- exceptions

- legal requirements
- appreciation for the applicant working with the land instead of against it (i.e., topography and trees)
- neighborhood engagement
- wildlife on site
- property owner's rights dictated by the state

ACTION: Adam Schiestel moved to approve J.5. with conditions provided by staff and slope exceptions provided by the applicant in the current exhibit. Brian Taylor seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

6. TIRZ #1 - Presentation and discussion regarding Tax Increment Reinvestment Zone No. 1, including current status, expiration date and potential extension.

Mayor Moore announced that the Town Council is convening into a closed meeting at 10:01 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

The Town Council reconvened into an open meeting at 10:22 p.m. and no action was taken.

For item J.6., Mr. Childers provided background information and Mary Petty, P3 Works (TIRZ Consultant) gave a presentation identifying or noting:

- TIRZ boundary
- original project costs to be paid by TIRZ No. 1
- additional project costs to be paid by TIRZ No. 1
- TIRZ No. 1 information
- original feasibility study
- 2024 expected fund balance
- next steps/options
- potential 5 year forecast
- feasibility study - extension

and she, or Mr. Childers responded to the following questions or comments from Council:

- dollar amount associated with the off-ramp option

- revenue cap for the extension
- cultural arts center budget and use of TIRZ dollars
- council review schedule
- TIRZ board responsibility
- timing and deadline
- interest in coming up with a number that contemplates the needs

Ms. Petty summarized that the direction is to go ahead and prepare a final plan amendment in anticipation of a future council meeting, which would include a 5-year extension and a drop in the percentage starting with the 80% so it would match the county. It would have a cap (TBD) for discussion when the final plan comes before Council. There would be no changes to the boundary, extend 5 years, decrease the increment, add one new project(Cultural Arts Center), and all the other projects would stay in place.

K. 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. DCAD Board - Nomination(s) only - Town Council to consider approval of a resolution to nominate individuals to be voted on by taxing jurisdictions for the Board of Directors for the Denton Central (DCAD) Appraisal District.

Ms. Scott provided background information and clarified the DCAD structure. There was Council discussion regarding nominating Sandeep Sharma.

RESOLUTION NO. 18-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING THE TOWN OF FLOWER MOUND'S NOMINATION(S) FOR THE ELECTION OF THE BOARD OF DIRECTORS FOR THE DENTON CENTRAL APPRAISAL DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Janvier Werner moved to approve a resolution to nominate Sandeep Sharma for consideration by the Denton County taxing jurisdictions for the Denton County Appraisal District Board of Directors. Adam Schiestel seconded the motion.

AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

2. Discuss and consider the Outstanding Citizen Award selection process.

Ms. Scott provided background information regarding the process. There was Council consensus to keep with the same format used in the past.

L. CLOSED MEETING

Mayor Moore announced that the Town Council is convening into a closed meeting at 10:59 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge, Alternate Judge, and Associate Judge.
2. Annual evaluation - Town Secretary
3. Consultation with Town Attorney.
 - a. Tax exemptions for property located in Riverwalk Public Improvement District.
4. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
5. 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.
6. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, performance related to certain incentive agreements, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

M. RECONVENE

The Town Council reconvened into an open meeting at 12:49 a.m. on October 8, 2024 and no action was taken.

N. ADJOURN

Mayor Moore adjourned the meeting at 12:49 a.m. on October 8, 2024 and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session



October 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 work session 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 (arrived at 6:52 p.m.)
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
Tommy Dalton, Assistant Town Manager
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
Kayla Ware, Intern, Town Manager's Office
David Coulon, Police Chief
Paul Henley, Fire Chief
JP Walton, Chief Strategic Officer

B. PUBLIC COMMENT

No one spoke.

C. WORK SESSION ITEM

1. Opioid Response

Ms. Ware provided background information regarding the item. Police Chief Coulon, Fire Chief Henley, and Mr. Childers gave a presentation identifying or noting:

- Police Department (PD) response (opioids)
- One FMPD investigation

- Narcan
- community education and training presentations
- workload snapshot
- Fire Department (FD) response
- LISD Response (community students, parents approach)
- AISD Response
- Community Response
- Opioid settlement funds

and they responded to questions or comments from Council regarding:

- use of Narcan, and the possibility of having it readily available in the community
- notification process and if the source of the drugs are made known
- if there is a concentration of calls isolated to a specific school
- availability of school support groups within schools
- type of treatments
- opportunity areas where the settlement funds can be used to mitigate the crisis
- support group organizations
- resources for those going through an addiction
- education component regarding the dangers of opioids and how to respond to someone going through an episode

2. Town Lighting Standards

Ms. Murphy gave a presentation identifying or noting:

- previous discussions
- Chapter 98 - Zoning (Outdoor Lighting)
- Chapter 74 - Definitions
- Photometric study
- Dark Sky model ordinance
- input from utility providers, public works, police
- photo examples

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

- how data is calculated in the photometric study
- nonconforming lighting for buildings that were in existence before the current ordinance
- timing for the utility pole replacement option
- type of street light poles in most neighborhoods
- light regulations for residential homes

- interest in encouraging developers of new subdivisions to adhere to dark sky standards for their light fixtures (i.e. landscape lighting and uplighting)
- possibility of adopting an ordinance that uses the lowest possible kelvin (i.e. 3,000)

There was general Council consensus to perform a feasibility study to better understand the cost associated with changing out the Town's non-dark sky streetlight fixtures, including street and parking lot lights.

3. Scooter Regulations

Chief Coulon gave a presentation identifying or noting:

- micro-mobility (definitions)
- general provisions
- parking lot regulations
- unlawful to (state law)
- pedestrians and equipment
- penalty

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

- if the ordinance would include children less than 18 years of age or something different
- clarification that the ordinance would apply to streets (not sidewalks)
- interest in what other municipalities have in place for micro-mobility ordinances
- discretion in very reckless behavior situations
- if motorized wheelchairs would apply

There was Council discussion regarding:

- interest in hearing from the public and what they think, including a survey option, and with Council input on the questions
- applicable to children less than 18 years of age
- shall not operate on a public way or public property with a speed limit of more than 30 MPH
- helmet use on the streets
- possibility of not doing anything at all, given it might be complicated to understand

4. Fire and Building Code Updates for Electric Vehicle Charging

Chief Henley gave a presentation identifying or noting:

- NCTCOG amendments

- FMO proposed

and he responded to questions or comments from Council regarding:

- use of thermal blankets
- fire suppression
- parking structure risks
- EV chargers inside versus outside of the building
- fast charger versus lower amperage chargers - danger levels
- hazardous materials reimbursement option
- proximity suits
- CO detectors

D. ADJOURN

Mayor Moore adjourned the meeting at 9:14 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: October 21, 2024
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the purchase and installation of new LED light fixtures for the Wilkerson Park, located at 2880 Garden Road - LED Lighting Retrofit project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$203,164.00.**

BACKGROUND: The Parks Board, Community Development Corporation, and Town Council approved funds to replace the existing light fixtures on the ball field and parking lot lighting with Light-Emitting Diode (LED) fixtures at Wilkerson Park for fiscal year 2024-2025. This Capital Improvement Program project will be funded through the 4B fund utilizing sales tax revenue.

The lighting at Wilkerson Park is the original lighting fixtures for the ball field as well as the original parking lot lighting. The proposal from Musco Sports Lighting includes electrical and structural engineering, removal of existing fixtures, installation of new LED fixtures, and associated electrical work. The benefits of the new lighting system include bright and uniformed light levels directed at the fields with less spill over, less glare in and around nearby homes, energy and maintenance savings over traditional metal halide systems, instant on/off ability, ball tracker technology, and 25-year warranty on the new light fixtures. The system will also include the Control Link control & monitoring system, which allows Parks staff to wirelessly control and program the park lighting. This same lighting system was recently installed at multipurpose fields, ball fields #1-8, and parking lot lighting at Bakersfield Park.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2024-2025 CIP 5-year Plan which included funding for the Wilkerson Park LED Lighting Retrofit project in the amount of \$225,000.00 at the May 2, 2024, regular meeting. The Community Development Corporation approved funding for the FY 2024-2025 CIP 5-year Plan, recommended by the Parks Board, at the May 30, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: \$203,164.00

Proposed Expenditure/(Revenue)
\$203,164.00

Account Number(s):
317-560-90681-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal
2. Form 1295 (Internal Use Only)

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



**Wilkerson Park LED Retro-fit
Flower Mound, Texas
Light Structure System – TLC LED
Buy Board Quote**

Contract Number: 677-22

**Commodity: Parks/Rec & Field Lighting
Date: October 1, 2024**

Equipment Description

Sport-Cluster TLC™ System delivered to your site

- Galvanized steel crossarms
- UL Listed remote driver component enclosure
- Pole length wire harness
- 26 - Factory-aimed and assembled LED luminaires for the field
- 1 - Factory-aimed and assembled LED luminaires for the parking lot on the left infield pole

Also Includes

- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50 footcandles infield and 30 footcandles outfield.
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors
- Bonding
- **Turnkey Installation**

Quote

Musco's Light Structure TLC LED™ as described above..... \$203,164

Pricing reflects the Buy Board Discount

Pricing furnished is effective until December 31, 2024 and is considered confidential.

Payment Terms

Net 30.

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

- **Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

Notes

Quote is based on:

- Shipment of entire project together to one location
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Chris Johnson
Sales Executive
Musco Sports Lighting, LLC
Cell: 214-733-2927
E-mail: chris.johnson@musco.com



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

DATE: October 21, 2024
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of Services Contract 2025-1-A with Scoop Masters to perform pet waste removal services at the Hound Mound at Heritage Park dog park, located at 1202 S. Garden Ridge, with an estimated annual expenditure of \$11,760.00; and authorization for the Mayor to execute on behalf of the Town.**

BACKGROUND: The Flower Mound Park and Recreation Services Department is requesting approval to enter into a services contract with Scoop Masters for dog waste removal services at the Hound Mound at Heritage Park. While many dog owners pick up after their pets, there is often waste left behind or missed, which could lead to unsanitary conditions and potential health risks. Hiring a vendor to perform these services, twice a week, will ensure that the park remains clean and safe for both visitors and their pets. The services contract will include pet waste removal and the replacement of waste bags, helping to maintain the park's cleanliness and overall usability.

A scope of services was developed, and the proposal was distributed to potential vendors for this service. Two (2) proposals were received by the due date and time. An evaluation committee consisting of representatives from the Parks and Recreation Services Department evaluated the proposals and recommended awarding the contract to Scoop Masters. The annual expenditure for this service is \$11,760.00. The proposed contract is effective for one year with the option of four one-year renewal terms.

Scoop Masters is a professional pet waste removal company specializing in maintaining clean and sanitary environments for public spaces, residential areas, and dog parks. They operate in California, Tennessee, and Texas. Scoop Masters has been servicing the Hound Mound dog park since 2018.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The Town Council can deny approval of the contract and ask staff to rebid or to not provide this additional service to assist with dog waste removal.

FISCAL IMPACT: \$11,760.00 (annually)

Proposed Expenditure/(Revenue)
\$11,760.00

Account Number(s):
100-630-33000-5110

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

ATTACHMENTS:

1. Contract No. 2025-1-A - Pet Waste Removal Services (1)

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

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

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation (“Town”) and Scoop Masters Dallas Fort Worth, Inc. (“Contractor”). The Town and Contractor agree:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFP from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

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

_____ **Yes, Others can purchase**

____**X**____ **No, only the Town can purchase**

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

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

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

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

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

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

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

Name: Timothy Stone
Title: President
Company: Scoop Masters DFW, Inc.
Address: 574 Yorkshire Ter
City, State, Zip: Lewisville, TX 75029

ADDITIONAL VERIFICATIONS

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

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

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

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

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

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

AGREED TO BY: SCOOP MASTERS DALLAS FORT WORTH, INC.

Signature _____
Timothy Stone, President

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Cheryl Moore

Date: _____



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

DATE: October 21, 2024
FROM: Rachel Hadidi, Director of Library Services
ITEM: **Consider the approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorize the Mayor to execute the same on behalf of the Town.**

BACKGROUND: Since 1985, the Town has annually received funding from Denton County in exchange for providing library services to residents of the county. The 2024-2025 amount \$71,800 represents an increase of \$697 dollars over 2023-2024.

To be eligible for funding, the Flower Mound Public Library must agree to serve all Denton County residents. The library must also have in place technology protection measures (filters) with respect to any computers used by the public. The Flower Mound Public Library fulfills these requirements.

The Director of Library Services acts as a liaison between the County and the Town.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$71,800

Proposed Expenditure/(Revenue)
\$(71,800)

Account Number(s):
100-4650

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

ATTACHMENTS:

1. 2024-2025 ICA Library Services - Flower Mound

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

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

FLOWER MOUND PUBLIC LIBRARY

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the Town of Flower Mound, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2024.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2024, through September 30, 2025.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, and laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate _____ to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. _____ shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, and laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY**.

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

*To the fullest extent permitted by law, the **MUNICIPALITY** agrees to hold harmless and indemnify the **COUNTY** from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the **MUNICIPALITY**, its officers, agents or employees.*

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is: Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is: Flower Mound Public Library
c/o Town of Flower Mound, Texas
3030 Broadmoor Lane
Flower Mound, Texas 75022
Attention: Sue Ridnour
Telephone: 972-874-6200

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **SEVENTY ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$71,800.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable annually to the **MUNICIPALITY** commencing on or about October 1, 2024. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A."

Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography.

The technology protection measures shall be in compliance with the Children's Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2024.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties

hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED this _____ day of _____, 20____.

DENTON COUNTY, TEXAS

TOWN OF FLOWER MOUND, TEXAS

By: _____
Andy Eads, County Judge
Denton County, Texas

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor



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

DATE: October 21, 2024
FROM: Sabrina Zadow, Purchasing Manager
ITEM: **Consider approval of an ordinance amending the Town's Purchasing Policy to authorize the Town Manager to approve and sign contracts, change orders, and interlocal agreements to a maximum of \$50,000.**

BACKGROUND: The Town's current purchasing policy ([Article IV. Offices, Departments, and Employees, Sec. 2-234, Purchasing authority](#)) authorizes the Town Manager to approve and sign change orders, contracts, and interlocal agreements for a price not to exceed \$15,000.

On May 4, 2024, Flower Mound voters passed Proposition B, which amended section 3.05 of the Town Charter to increase the amount that the Mayor may authorize the Town Manager to sign for contracts from a not to exceed \$15,000 to a not to exceed \$50,000.

This item updates the Town's Purchasing Policy to allow the Town Manager to approve and sign change orders, contracts, or interlock agreements up to a maximum of \$50,000 per 3.05 of the Town Charter.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Without this update, Town ordinances would conflict with Charter language.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Ordinance_Contract signing

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

**TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. 24**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING DIVISION 2, ARTICLE IV, CHAPTER 2, OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, PROVIDING THAT THE AUTHORITY OF THE TOWN MANAGER TO APPROVE CHANGE ORDERS, SIGN ALL CONTRACTS, AND ALL INTERLOCAL AGREEMENTS SHALL BE INCREASED FROM FIFTEEN THOUSAND DOLLARS (\$15,000) TO NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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, pursuant to Section 3.05 of the Town's Charter, the Mayor may delegate authority to the Town Manager to sign all contracts not to exceed fifty thousand dollars (\$50,000), as authorized by Town Council herein; and

WHEREAS, pursuant to Section 252.048(c) of the Texas Local Government Code, the Town Council hereby grants general authority to the Town Manager to approve change orders to a contract that involve a decrease or an increase of fifty thousand dollars (\$50,000) or less; and

WHEREAS, pursuant to Section 791.011 of the Texas Government Code, the Town Council desires to authorize the Town Manager to execute all Interlocal Agreements, not to exceed fifty thousand dollars (\$50,000); and

WHEREAS, the Town Council finds that the amendments to the Code of Ordinances, Town of Flower Mound, Texas, as outlined herein, are in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public.

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

SECTION 1

Sections 2-234, 2-235, and 2-236 of the Code of Ordinances, Town of Flower Mound, Texas, are hereby amended to read as follows:

"Sec. 2-234. - Purchasing authority.

The town manager shall have general authority relative to public improvements or purchases subject to the competitive sealed bidding and competitive sealed proposal requirements of V.T.C.A., Local Government

Code, Section 252.001 et. Seq., to approve change orders involving an increase or decrease in the amount of \$50,000.00 or less, without approval of the town council.

Sec. 2-235. – Authority to sign contracts.

From and after the effective date of this section, the town manager shall have authority to sign all contracts not to exceed \$50,000.00 without first obtaining town council approval of each such contract to the extent only that funds have previously been allocated in the town's annual budget and are available for the purpose of said contract, and further provided that town council approval of said contract is not otherwise required by law.

Sec. 2-236. – Authority to sign interlocal agreements.

From and after the effective date of this section, the town manager shall have the authority to sign any and all interlocal agreements between the town and any governmental entity authorized to enter into such interlocal agreements, pursuant to V.T.C.A., Government Code, Ch. 791, without first obtaining town council approval of such interlocal agreement. The town manager's authority to sign such interlocal agreements is limited to those interlocal agreements that do not require an expenditure in excess of \$50,000.00.”

SECTION 2

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 3

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

SECTION 4

This Ordinance shall be in full force and effect from and after the date of its passage and it is so ordained.

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

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: October 21, 2024
FROM: Lori Linn-Gosser, Municipal Court Administrator
ITEM: **Consider approval of an ordinance to appoint Alternate Municipal Judges Charles Atkinson, Gilland Chenault, and Ann Poston for the period of October 21, 2024, through October 20, 2026.**

BACKGROUND: Presiding Judge Alissa Janke, after interviewing, has recommended the appointment of Judge Charles Atkinson, Judge Gilland Chenault and Judge Ann Poston for the position of Alternate Municipal Judge effective October 21, 2024, through October 20, 2026.

State law dictates a two-year term for an Alternate Municipal Judge. In addition, any action of the governing body regarding the appointment or reappointment must be done by ordinance. A separate ordinance is included for each alternate judge appointment.

As compensation for all required services, the Town agrees to pay the Alternate Judge according to a flat rate per job duty according to the following schedule:

Magistrate Duties as defined in the ordinance	\$185 Daily Flat Rate
Full Court Date morning and afternoon dockets (including signing documents).	\$800
Half Court Date morning or afternoon dockets (including signing documents).	\$400
Signing Court Documents (non-docket day)	\$75
Attending Judge's Meeting or Conducting Admin Hearing	\$100
Upon first appointment first 30 days of training stipend	\$500

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$128,520

Proposed Expenditure/(Revenue)
\$128,520

Account Number(s):
100-560-56000-5110

The above fiscal impact and proposed expenditure is designated for all judicial services provided to the Municipal Court and Police Department.

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

ATTACHMENTS:

1. Ordinance Alternate Judge Charles Atkinson

2. Ordinance Alternate Judge Gilland Chenault
3. Ordinance Alternate Judge Ann Poston

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPOINTING AN ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

WHEREAS, Chapter 30, Section 30.00006, of the Texas Government Code relating to municipal courts of record provides that the governing body shall by ordinance appoint its municipal judges; and,

WHEREAS, pursuant to the section 4.04.1 of the Town Charter and section 26-51 of the Town's Code of Ordinances, the Town Council shall have the right and authority to name judges and/or alternate judges to preside over the judicial functions for the Flower Mound Municipal Court of Record; and

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

SECTION 1

It is hereby found that the office of Alternate Municipal Judge of the Town of Flower Mound, Texas is of benefit to the State of Texas and to the Town of Flower Mound.

SECTION 2

Charles Tyler Atkinson is hereby appointed as Alternate Municipal Judge of the Town of Flower Mound Municipal Court of Record for a two-year term to begin on October 21, 2024, and to expire on October 20, 2026. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Charles Tyler Atkinson shall continue to serve until the Alternate Judge's successor shall be duly qualified.

SECTION 3

Charles Tyler Atkinson shall perform those duties and responsibilities provided in Exhibit "A" attached hereto and incorporated herein.

SECTION 4

A. As compensation for all required services, the Town agrees to pay the Alternate Judge according to a flat rate per job duty according to the following schedule:

Magistrate Duties including jail arraignments (in person or online), reviewing and executing arrest or search warrants and being available during a 24-hour period for "on call".	\$185 Flat rate each day
Full Court Date morning and afternoon dockets (including signing documents).	\$800
Half Court Date morning or afternoon dockets (including signing documents).	\$400
Signing Court Documents (non-docket days)	\$75
Attending Judge's Meeting or Conducting Admin Hearing	\$100
Upon first appointment first 30 days of training stipend	\$500

B. In the event the Alternate Judge is required to testify at a court proceeding relative to the Alternate Judge's duties, the Alternate Judge shall be entitled to receive compensation at an amount of \$100.00 per half day of appearance in court, to be approved by the Town in advance of such testimony, when feasible.

C. The Alternate Judge shall send a bill to the Town once per month not later than the fifth day of each month. The bill shall indicate each date that the Alternate Judge performed a compensable duty outlined in above, the duty performed, and the applicable flat daily rate. The bill shall also provide a total invoiced amount for the month.

D. The Town shall pay the Alternate Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.

E. The Town understands and agrees that certain judicial training is mandated by the State of Texas for the Alternate Judge. Such training and expenses associated with such training, and payment, therefore, shall be coordinated with the Municipal Court Administrator in advance of any such training. Alternate Judge will not be otherwise compensated for such training.

SECTION 5

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

SECTION 6

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

SECTION 7

This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF _____ TO _____, ON THIS 21st DAY OF OCTOBER, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit "A"
Duties and Responsibilities
Alternate Judge, Town of Flower Mound

Duties.

- a. The Alternate Judge shall preside over the Flower Mound Municipal Court and perform all duties set forth below in accordance with the schedule promulgated by the Presiding Judge.
- b. The Alternate Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time.
- b. The Alternate Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Alternate Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Flower Mound Municipal Court. Although a recognized function of judicial discretion, the Alternate Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Standing Orders and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Alternate Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Alternate Judge shall operate within the docket schedule prepared and coordinated by the Presiding Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Alternate Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

Standing Orders.

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Alternate Judge shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center.
- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into "Standing Orders" which addresses the daily administration of the municipal court and trial procedures, for matters such as dismissals, installment payments, deferred disposition, and continuances. The Standing Orders shall be signed by each judge appointed by the Town Council. Any changes to the Standing Orders must be in writing and acknowledged by the Alternate Judge. No policy

will be implemented by the clerks of the court prior to the same being in written form and executed by the Presiding Judge. Court clerks will not enforce oral policies.

- c. The Alternate Judge shall adhere to the Standing Orders.

On Call Procedures.

- a. A written schedule setting the assigned judges' duty report days shall be created and provided by the Presiding Judge to the Court and to the Police Department on a monthly basis no later than two (2) days prior to the end of the previous month. Each day of the month shall have an assigned judge on duty for arraignments and on duty for the scheduled court sessions. Duty days for the assigned judge shall begin at 12:00 a.m. (midnight) and continue for the next twenty-four (24) hours. Changes to the "On Call" status shall be made by agreement between the Presiding Judge and any alternate judges; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the "On Call" judge may be reached while on duty if said number or locations are different from any such numbers or locations on file.
- b. When "On Call," the Alternate Judge must return calls within thirty (30) minutes. In the event the Alternate Judge fails to respond within thirty (30) minutes, the Presiding Judge may be called.

Municipal Court Operations.

- a. The Presiding Judge and Court Administrator shall coordinate a specific date and time, two (2) days per week, to allow the Presiding Judge to review and execute all necessary court documents. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice. The Alternate Judge shall be available to sign documents when scheduled to do so by the Presiding Judge or in exigent circumstances when requested by the Court Administrator.
- b. Court shall commence promptly for scheduled docket times on designated court dates. The Alternate Judge shall make every effort to take the bench and convene court dockets at the designated docket time.

Arraignments.

- a. Jail arraignments shall be performed on a daily basis in accordance with all applicable state and federal laws. A detention officer or sworn police officer shall be made available for assisting with arraignments.
- b. Jail arraignments shall not be performed between the hours of 5:30 p.m. and 7:30 p.m. to allow shift change and accommodate jail staffing.

- c. All paperwork from jail arraignments must be properly completed. The Alternate Judge shall ensure that no judicially inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction by the Alternate Judge; however, this shall in no way be read to create a duty for the Alternate Judge to correct the document or to give legal advice to Town staff.
- d. Every effort shall be made by the Alternate Judge to give at least thirty. (30) minutes' notice to police personnel (a detention officer) at 972-539-3352 or the main Flower Mound Police Department telephone number at 972-539-0525 prior to arrival on Town premises to conduct arraignments.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPOINTING AN ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

WHEREAS, Chapter 30, Section 30.00006, of the Texas Government Code relating to municipal courts of record provides that the governing body shall by ordinance appoint its municipal judges; and,

WHEREAS, pursuant to the section 4.04.1 of the Town Charter and section 26-51 of the Town's Code of Ordinances, the Town Council shall have the right and authority to name judges and/or alternate judges to preside over the judicial functions for the Flower Mound Municipal Court of Record; and

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

SECTION 1

It is hereby found that the office of Alternate Municipal Judge of the Town of Flower Mound, Texas is of benefit to the State of Texas and to the Town of Flower Mound.

SECTION 2

Gilland Chenault is hereby appointed as Alternate Municipal Judge of the Town of Flower Mound Municipal Court of Record for a two-year term to begin on October 21, 2024, and to expire on October 20, 2026. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Gilland Chenault shall continue to serve until the Alternate Judge's successor shall be duly qualified.

SECTION 3

Gilland Chenault shall perform those duties and responsibilities provided in Exhibit "A" attached hereto and incorporated herein.

SECTION 4

A. As compensation for all required services, the Town agrees to pay the Alternate Judge according to a flat rate per job duty according to the following schedule:

Magistrate Duties including jail arraignments (in person or online), reviewing and executing arrest or search warrants and being available during a 24-hour period for "on call".	\$185 Flat rate each day
Full Court Date morning and afternoon dockets (including signing documents).	\$800
Half Court Date morning or afternoon dockets (including signing documents).	\$400
Signing Court Documents (non-docket days)	\$75
Attending Judge's Meeting or Conducting Admin Hearing	\$100
Upon first appointment first 30 days of training stipend	\$500

B. In the event the Alternate Judge is required to testify at a court proceeding relative to the Alternate Judge's duties, the Alternate Judge shall be entitled to receive compensation at an amount of \$100.00 per half day of appearance in court, to be approved by the Town in advance of such testimony, when feasible.

C. The Alternate Judge shall send a bill to the Town once per month not later than the fifth day of each month. The bill shall indicate each date that the Alternate Judge performed a compensable duty outlined in above, the duty performed, and the applicable flat daily rate. The bill shall also provide a total invoiced amount for the month.

D. The Town shall pay the Alternate Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.

E. The Town understands and agrees that certain judicial training is mandated by the State of Texas for the Alternate Judge. Such training and expenses associated with such training, and payment, therefore, shall be coordinated with the Municipal Court Administrator in advance of any such training. Alternate Judge will not be otherwise compensated for such training.

SECTION 5

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

SECTION 6

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

SECTION 7

This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF _____ TO _____, ON THIS 21st DAY OF OCTOBER, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit "A"
Duties and Responsibilities
Alternate Judge, Town of Flower Mound

Duties.

- a. The Alternate Judge shall preside over the Flower Mound Municipal Court and perform all duties set forth below in accordance with the schedule promulgated by the Presiding Judge.
- b. The Alternate Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time.
- b. The Alternate Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Alternate Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Flower Mound Municipal Court. Although a recognized function of judicial discretion, the Alternate Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Standing Orders and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Alternate Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Alternate Judge shall operate within the docket schedule prepared and coordinated by the Presiding Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Alternate Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

Standing Orders.

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Alternate Judge shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center.
- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into "Standing Orders" which addresses the daily administration of the municipal court and trial procedures, for matters such as dismissals, installment payments, deferred disposition, and continuances. The Standing Orders shall be signed by each judge appointed by the Town Council. Any changes to the Standing Orders must be in writing and acknowledged by the Alternate Judge. No policy

will be implemented by the clerks of the court prior to the same being in written form and executed by the Presiding Judge. Court clerks will not enforce oral policies.

- c. The Alternate Judge shall adhere to the Standing Orders.

On Call Procedures.

- a. A written schedule setting the assigned judges' duty report days shall be created and provided by the Presiding Judge to the Court and to the Police Department on a monthly basis no later than two (2) days prior to the end of the previous month. Each day of the month shall have an assigned judge on duty for arraignments and on duty for the scheduled court sessions. Duty days for the assigned judge shall begin at 12:00 a.m. (midnight) and continue for the next twenty-four (24) hours. Changes to the "On Call" status shall be made by agreement between the Presiding Judge and any alternate judges; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the "On Call" judge may be reached while on duty if said number or locations are different from any such numbers or locations on file.
- b. When "On Call," the Alternate Judge must return calls within thirty (30) minutes. In the event the Alternate Judge fails to respond within thirty (30) minutes, the Presiding Judge may be called.

Municipal Court Operations.

- a. The Presiding Judge and Court Administrator shall coordinate a specific date and time, two (2) days per week, to allow the Presiding Judge to review and execute all necessary court documents. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice. The Alternate Judge shall be available to sign documents when scheduled to do so by the Presiding Judge or in exigent circumstances when requested by the Court Administrator.
- b. Court shall commence promptly for scheduled docket times on designated court dates. The Alternate Judge shall make every effort to take the bench and convene court dockets at the designated docket time.

Arraignments.

- a. Jail arraignments shall be performed on a daily basis in accordance with all applicable state and federal laws. A detention officer or sworn police officer shall be made available for assisting with arraignments.
- b. Jail arraignments shall not be performed between the hours of 5:30 p.m. and 7:30 p.m. to allow shift change and accommodate jail staffing.

- c. All paperwork from jail arraignments must be properly completed. The Alternate Judge shall ensure that no judicially inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction by the Alternate Judge; however, this shall in no way be read to create a duty for the Alternate Judge to correct the document or to give legal advice to Town staff.
- d. Every effort shall be made by the Alternate Judge to give at least thirty. (30) minutes' notice to police personnel (a detention officer) at 972-539-3352 or the main Flower Mound Police Department telephone number at 972-539-0525 prior to arrival on Town premises to conduct arraignments.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPOINTING AN ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

WHEREAS, Chapter 30, Section 30.00006, of the Texas Government Code relating to municipal courts of record provides that the governing body shall by ordinance appoint its municipal judges; and,

WHEREAS, pursuant to the section 4.04.1 of the Town Charter and section 26-51 of the Town's Code of Ordinances, the Town Council shall have the right and authority to name judges and/or alternate judges to preside over the judicial functions for the Flower Mound Municipal Court of Record; and

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

SECTION 1

It is hereby found that the office of Alternate Municipal Judge of the Town of Flower Mound, Texas is of benefit to the State of Texas and to the Town of Flower Mound.

SECTION 2

Ann Poston is hereby appointed as Alternate Municipal Judge of the Town of Flower Mound Municipal Court of Record for a two-year term to begin on October 21, 2024, and to expire on October 20, 2026. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Ann Poston shall continue to serve until the Alternate Judge's successor shall be duly qualified.

SECTION 3

Ann Poston shall perform those duties and responsibilities provided in Exhibit "A" attached hereto and incorporated herein.

SECTION 4

A. As compensation for all required services, the Town agrees to pay the Alternate Judge according to a flat rate per job duty according to the following schedule:

Magistrate Duties including jail arraignments (in person or online), reviewing and executing arrest or search warrants and being available during a 24-hour period for "on call".	\$185 Flat rate each day
Full Court Date morning and afternoon dockets (including signing documents).	\$800
Half Court Date morning or afternoon dockets (including signing documents).	\$400
Signing Court Documents (non-docket days)	\$75
Attending Judge's Meeting or Conducting Admin Hearing	\$100
Upon first appointment first 30 days of training stipend	\$500

B. In the event the Alternate Judge is required to testify at a court proceeding relative to the Alternate Judge's duties, the Alternate Judge shall be entitled to receive compensation at an amount of \$100.00 per half day of appearance in court, to be approved by the Town in advance of such testimony, when feasible.

C. The Alternate Judge shall send a bill to the Town once per month not later than the fifth day of each month. The bill shall indicate each date that the Alternate Judge performed a compensable duty outlined in above, the duty performed, and the applicable flat daily rate. The bill shall also provide a total invoiced amount for the month.

D. The Town shall pay the Alternate Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.

E. The Town understands and agrees that certain judicial training is mandated by the State of Texas for the Alternate Judge. Such training and expenses associated with such training, and payment, therefore, shall be coordinated with the Municipal Court Administrator in advance of any such training. Alternate Judge will not be otherwise compensated for such training.

SECTION 5

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

SECTION 6

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

SECTION 7

This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF _____ TO _____, ON THIS 21st DAY OF OCTOBER, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit "A"
Duties and Responsibilities
Alternate Judge, Town of Flower Mound

Duties.

- a. The Alternate Judge shall preside over the Flower Mound Municipal Court and perform all duties set forth below in accordance with the schedule promulgated by the Presiding Judge.
- b. The Alternate Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time.
- b. The Alternate Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Alternate Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Flower Mound Municipal Court. Although a recognized function of judicial discretion, the Alternate Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Standing Orders and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Alternate Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Alternate Judge shall operate within the docket schedule prepared and coordinated by the Presiding Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Alternate Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

Standing Orders.

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Alternate Judge shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center.
- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into "Standing Orders" which addresses the daily administration of the municipal court and trial procedures, for matters such as dismissals, installment payments, deferred disposition, and continuances. The Standing Orders shall be signed by each judge appointed by the Town Council. Any changes to the Standing Orders must be in writing and acknowledged by the Alternate Judge. No policy

will be implemented by the clerks of the court prior to the same being in written form and executed by the Presiding Judge. Court clerks will not enforce oral policies.

- c. The Alternate Judge shall adhere to the Standing Orders.

On Call Procedures.

- a. A written schedule setting the assigned judges' duty report days shall be created and provided by the Presiding Judge to the Court and to the Police Department on a monthly basis no later than two (2) days prior to the end of the previous month. Each day of the month shall have an assigned judge on duty for arraignments and on duty for the scheduled court sessions. Duty days for the assigned judge shall begin at 12:00 a.m. (midnight) and continue for the next twenty-four (24) hours. Changes to the "On Call" status shall be made by agreement between the Presiding Judge and any alternate judges; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the "On Call" judge may be reached while on duty if said number or locations are different from any such numbers or locations on file.
- b. When "On Call," the Alternate Judge must return calls within thirty (30) minutes. In the event the Alternate Judge fails to respond within thirty (30) minutes, the Presiding Judge may be called.

Municipal Court Operations.

- a. The Presiding Judge and Court Administrator shall coordinate a specific date and time, two (2) days per week, to allow the Presiding Judge to review and execute all necessary court documents. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice. The Alternate Judge shall be available to sign documents when scheduled to do so by the Presiding Judge or in exigent circumstances when requested by the Court Administrator.
- b. Court shall commence promptly for scheduled docket times on designated court dates. The Alternate Judge shall make every effort to take the bench and convene court dockets at the designated docket time.

Arraignments.

- a. Jail arraignments shall be performed on a daily basis in accordance with all applicable state and federal laws. A detention officer or sworn police officer shall be made available for assisting with arraignments.
- b. Jail arraignments shall not be performed between the hours of 5:30 p.m. and 7:30 p.m. to allow shift change and accommodate jail staffing.

- c. All paperwork from jail arraignments must be properly completed. The Alternate Judge shall ensure that no judicially inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction by the Alternate Judge; however, this shall in no way be read to create a duty for the Alternate Judge to correct the document or to give legal advice to Town staff.
- d. Every effort shall be made by the Alternate Judge to give at least thirty. (30) minutes' notice to police personnel (a detention officer) at 972-539-3352 or the main Flower Mound Police Department telephone number at 972-539-0525 prior to arrival on Town premises to conduct arraignments.



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

DATE: October 21, 2024
FROM: Robert Pegg, Assistant Director of Engineering
ITEM: **Consider approval of an ordinance vacating and abandoning of a 10-foot water line easement located along the west property line of Block A, Lots 13 and 14, of Roanoke Hills Addition Subdivision. The property is generally located south of Cross Timbers Road and west of Bordeaux Way.**

BACKGROUND: The owners of this property are requesting the abandonment of the existing 10-foot water line easement to allow the construction of a new house. The water line easement was dedicated to the Town but the water line is no longer in the easement and, therefore, have no objection to the abandonment.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$0

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

ATTACHMENTS:

1. Proposed Ordinance
2. Quitclaim Deed
3. Survey

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

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

AN ORDINANCE VACATING AND ABANDONING A UTILITY EASEMENT PREVIOUSLY GRANTED TO THE TOWN AS RECORDED IN VOLUME 484, PAGE 490, OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS; DECLARING THAT SUCH EASEMENT IS UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING AND ASSIGNING THIS EASEMENT TO THE OWNERS OF THE FEE ESTATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a utility easement (the “Easement”) was granted to the Town and was filed of record and is recorded in the Real Property Records of Denton County, Texas, at Volume 484, Page 490; and,

WHEREAS, the Town Council, after careful study and consideration, has determined that the Easement referenced above is not being used by, nor useful or convenient to the public in general, and that the public and the owner of the fee estate would be better served and benefited by its vacation and abandonment; and,

WHEREAS, in order to remove any question as to the continued interest in the Easement, the Town desires to execute a quitclaim releasing and assigning all title and control of the Town, if any, in said Easement to the owner of the fee estate on which the Easement is located;

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

SECTION 1

The Town Council finds that the utility Easement granted to the Town, which Easement was filed of record and recorded in Volume 484, Page 490 of the Real Property Records of Denton County, Texas, is not being used by, nor useful or convenient to the public in general and that the public and the owner of the fee estate would be better served and benefited by the vacation and abandonment of the Easement by the filing of a quitclaim deed. A copy of the quitclaim deed to be signed is attached hereto as **Exhibit A**, and a depiction and/or description of the Easement to be abandoned is attached thereto.

SECTION 2

The Mayor of the Town is hereby authorized and empowered to execute the quitclaim deed abandoning and vacating the above-described Easement to the current owner of the fee estate on which the Easement is located, specifically, Lots 13 and 14, Block A, Roanoke Hills Addition, Flower Mound, Denton County, Texas, 75022.

SECTION 3

After the quitclaim deed is executed, the Town Secretary is authorized and instructed to file it in the real property records of Denton County, Texas.

SECTION 4

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

SECTION 5

This Ordinance shall be in full force and effect from its passage, and it so ordained.

PASSED AND APPROVED this the ____ day of _____, 2024.

TOWN OF FLOWER MOUND

By: _____
Cheryl Moore, Mayor

ATTEST:

Theresa Scott, Town Secretary

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED ABANDONING EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

That the Town Council of the Town of Flower Mound, County of Denton, State of Texas, after careful study and consideration, has determined that an existing utility easement granted to the Town by deed, which was recorded in Volume 484, Page 490 of the Real Property Records of Denton County, Texas, is not being used by, nor useful or convenient to the public in general, and therefore constitutes a public charge without a corresponding public benefit, and the public and the fee owner of the property would be better served and benefited by its vacation and abandonment.

Therefore, for and in consideration of the above findings and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town of Flower Mound, GRANTOR, does hereby assign and convey and forever quitclaim unto the current owner of the fee estate on which such easement is located, specifically, Lots 13 and 14, Block A, Roanoke Hills Addition, Flower Mound, Denton County, Texas, also known as 3913 Pocahontas, Flower Mound, Texas 75022, GRANTEE, and its successors or assigns, all of the Town's right title, and interest, if any, in and to the utility easement, which easement is also described and/or depicted in the attached Exhibit A.

In accordance with governing law, the undersigned has been authorized to execute this conveyance by Ordinance No. _____, passed by the Town Council of the Town of Flower Mound on _____, 2024, a copy of which ordinance is attached hereto as Exhibit B and incorporated herein by reference.

This quitclaim shall convey all right, title and interest, if any, owned by GRANTOR in and to the above described property unto the said GRANTEE, so that GRANTEE, and its heirs and assigns, shall have and hold such property conveyed, if any, forever, and so that neither GRANTOR nor GRANTOR'S successors or assigns shall have, claim, or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

Executed this the ____ day of _____, 2024.

TOWN OF FLOWER MOUND, GRANTOR

By: _____
Cheryl Moore, Mayor

ATTEST:

Theresa Scott, Town Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Cheryl Moore, Mayor of the Town of Flower Mound, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for the purposes and consideration, and in the capacity therein expressed.

Given under my hand and seal of office this ____ day of _____, 2024.

Notary Public in and for
The State of Texas

My Commission expires: _____

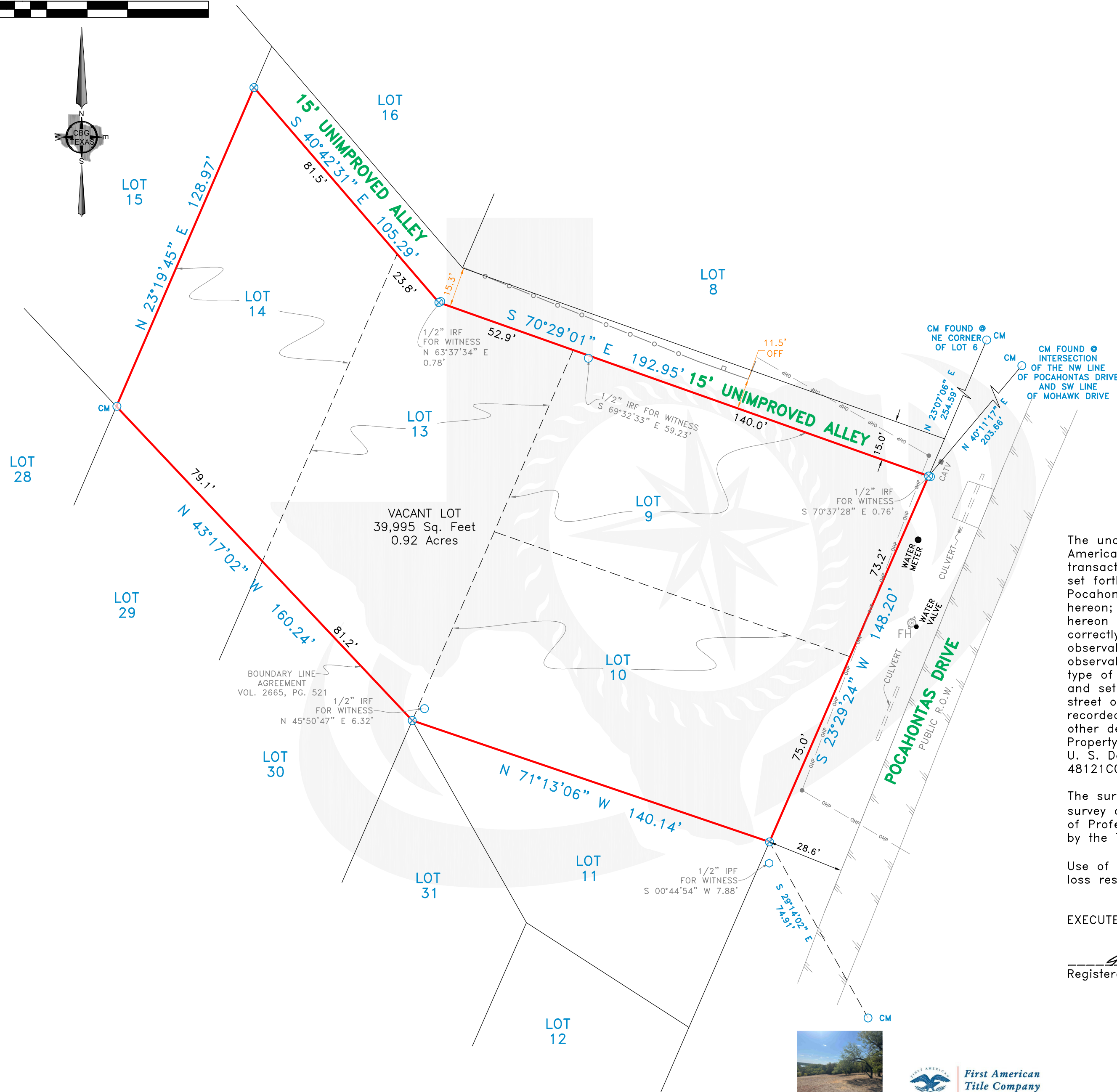
After filing please return to:

Town Secretary
Town of Flower Mound
1400 Main Street
Flower Mound, Texas 76092



3913 Pocahontas Drive

Lots 9, 10, 13, and 14, Block A of Roanoke Hills Addition, out of the William Gibson Survey, Abstract No. 482 in Denton County, Texas, according to Revised Map thereof recorded in Volume 2, Page 155, Map Records of Denton County, Texas.



SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor hereby certifies to Dependable Builders LLC, First American Title Guaranty Company, and First American Title Insurance Company in connection with the transaction described in G.F. No. 2804716-DFW77 that, (a) this plat of survey and the property description set forth hereon were prepared from an actual on-the-ground survey of the real property 3913 Pocahontas Drive described in Instruments# 20180806000232, 20190117000154, 20180815000523 and shown hereon; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; (d) except as shown hereon there are no observable protrusions on to the Property or observable protrusions there from, there are no observable improvements on the Property, there are no observable discrepancies, conflicts, shortages in area or boundary line conflicts; (e) the size, location and type of improvements, if any, are shown hereon, and all are located within the boundaries of the Property and setback from the Property lines the distances indicated; (f) the distance from the nearest intersection street or road is as shown; (g) the Property has apparent access to and from a public roadway; (h) recorded easements listed hereon have been labeled and platted hereon; (i) the boundaries, dimensions and other details shown hereon are shown to the appropriate accuracy standards of the State of Texas; (j) the Property is not located in a 100 Year Flood Plain or in an identified "Flood Prone Area" as defined by the U. S. Department of Housing and Urban Development (Federal Emergency Rate Map Community Panel No. 48121C0520G pursuant to the Flood Disaster Protection Act of 1973.

The surveyor expressly understands and agrees that entities mentioned above are entitled to rely on this survey as having been performed to the appropriate standards of the current (2020 Edition) Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey, as set forth by the Texas Board of Professional Land Surveying.

Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned.

EXECUTED this 15th day of August, 2023

Abel P. Stendahl

Registered Professional Land Surveyor



NOTE: According to the F.I.R.M. in Map No. 48121C0520G, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

ACCEPTED BY: _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

NOTES:
BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE.
EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN: VOLUME 456, PAGE 698, VOLUME 455, PAGE 212-BLANKET IN NATURE, VOLUME 484, PAGE 490-BLANKET IN NATURE, VOLUME 2665, PAGE 521

REVISIONS		
DATE	BY	NOTES

LEGEND	
CM	CONTROLLING MONUMENT
○	1/2" IRON ROD FOUND
⊗	1/2" IRON ROD SET
○	1" IRON PIPE FOUND
⊗	FENCE POST CORNER
⊗	"X" FOUND / SET
⊗	5/8" ROD FOUND
▲	UNDERGROUND ELECTRIC
△	OVERHEAD ELECTRIC
●	POWER POLE
+	POINT FOR CORNER
⊗	GRAVEL/ROCK ROAD OR DRIVE
PE	POOL EQUIPMENT
■	COLUMN
AC	AIR CONDITIONING
⊗	FIRE HYDRANT
— OES —	OVERHEAD ELECTRIC SERVICE
— OHP —	OVERHEAD POWER LINE
—	CONCRETE PAVING
—	DOUBLE SIDED WOOD FENCE
—	ASPHALT PAVING
—	CHAIN LINK FENCE
—	WOOD FENCE
—	0.5' WIDE TYPICAL BARBED WIRE
—	IRON FENCE
—	PIPE FENCE
—	COVERED PORCH, DECK OR CARPORT
—	CONCRETE PAVING



419 Century Plaza Dr.
Suite 210
Houston, TX 77073
P 281.443.9288
P 281.443.9224
Firm No. 10194280
www.cbgtxllc.com

SCALE	DATE	JOB NO.	G.F. NO.	DRAWN
1" = 30'	08/15/2023	2312765	SEE CERT.	MARIA

0.92 ACRES

LOTS 9, 10, 13 & 14, BLOCK A OF ROANOKE HILLS ADDITION

DENTON COUNTY, TEXAS

3913 POCAHONTAS DRIVE



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

DATE: October 21, 2024
FROM: Chuck Jennings, Director of Parks and Recreation, Travis Cunniff, Assistant Director of Parks and Recreation
ITEM: **Consider approval for the purchase of a Max 1710 Outdoor LED screen, trailer and accessories from Insane Impact, LLC, through TIPS Interlocal Purchasing Cooperative in the amount of \$157,035.00.**

BACKGROUND: The Parks Board, Community Development Corporation, and Town Council approved funds to purchase an outdoor LED screen, trailer and accessories for fiscal year 2024-2025. This Capital Improvement Program project will be funded through the 4B fund utilizing sales tax revenue.

The package is turnkey and includes:

- Daylight visible LED (17 feet by 10 feet)
- Double axel trailer with customized colors
- Media/Production deck
- All-weather speakers
- Clean energy battery
- Satellite Internet
- Banner brackets
- LED Sign Board

The AV system will be used for a number of purposes including movies in the park, special event support, programming support for all Recreation facilities, Independence Fest, community wide communication and in support of other departments.

BOARD REVIEW/CITIZEN FEEDBACK: The Community Development Corporation approved funding for this project in the FY 2024-2025 CIP 5-year Plan, at their July 16, 2024 meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: \$157,035.00

Proposed Expenditure/(Revenue)
\$157,035.00

Account Number(s):
317-110-33000-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. EST542 Town of Flower Mound - Updated Quote_TIPS Contract 240101

2. Bid Award Recommendation
3. Outdoor LED Screen and Trailer

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



QUOTE

Insane Impact, LLC
2480 Berkshire Parkway
Suite A
Clive IA 50325
United States

Town of Flower Mound

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

Estimate #:

EST542

Date:

9/24/2024

Memo:

MAX 1710 Quote

Terms:

SHIPPING ADDRESS

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

#	Item & Description	Qty	Rate	Amount
1	MAX1710 Trailer Frame MAX1710 Trailer Frame Includes 5-year warranty Foot Print: 25' L x 8' W x 12'6" H Hydraulic lift: 360 rotation, 10' trim height Tandem 7k torsion axles with electric brakes Onboard storage box (36" x 27" x 31") 4k electric tongue jack + four leveling jacks P.E. stamped: 45 mph wind rating Trailer weight: 8,500 lbs	1	\$58,000.00	\$58,000.00
2	MAX1710 LED Assembly (4.81mm) IP67 rated Includes 11-year parts, 5-year labor warranty 4.81mm LED panels: 500x1000mm Screen Resolution: 1,040px x 624px (10W x 3T) Brightness: 7,500 NITS Operating life: 100,000 hours Spare parts including: modules, hubpacks, and data/power jumpers	1	\$53,500.00	\$53,500.00
3	MAX Series Production Box Audio Package 1 Assembly IP65 rated enclosure with exhaust fan: 30" x 30" x 34" Novastar VX1000 Video Processor 2U storage drawer Furman M-8Lx Merit X Series 8 outlet power conditioner 4x1 with audio extractor HDMI switch Patch panel - Includes 2-HDMI inputs, 1-SDI input, 1-SDI output Dell Inspiron 14 5000 laptop (2) Electro-Voice ZX5-90PI Speakers Dynacord L3600 Amplifier Denon 12-Channel Mixer	1	\$16,000.00	\$16,000.00



QUOTE

Insane Impact, LLC
2480 Berkshire Parkway
Suite A
Clive IA 50325
United States

#	Item & Description	Qty	Rate	Amount
4	MAX1710 Battery Assembly MAX1710 Battery Power Assembly Battery + inverter package (8-10 hour runtime)	1	\$18,500.00	\$18,500.00
5	Starlink, Flat High-Performance Kit Starlink, Flat High-Performance Kit	1	\$3,500.00	\$3,500.00
6	Powder Coat	1	\$2,500.00	\$2,500.00
7	MAX1710 Banner Brackets Ad Banner Brackets - 118.99 inches tall x 36 inches wide	1	\$1,400.00	\$1,400.00
8	FREIGHT Mileage - Des Moines, Iowa to Flower Mound, Texas	700	\$4.50	\$3,150.00
9	Viupost-2.5IP	1	\$7,500.00	\$7,500.00
10	Miscellaneous Expense Freight & Road Case for Viupost	1	\$1,250.00	\$1,250.00
11	Miscellaneous Expense Insane Impact TIPS NUMBER: 10487 Contract Number: 240101	1	\$0.00	\$0.00

Subtotal	\$165,300.00
Tax Total	\$0.00
Discount Total	(\$8,265.00)
Total	\$157,035.00

Terms and Conditions

1. **DESCRIPTION OF AGREEMENT.** Insane Impact shall outline the sale of product(s) listed in attachment labelled (Final Invoice) and its deliverables to the Customer listed above with the equipment.
2. **PAYMENT.** Upon acceptance of signed Purchase Agreement, Insane Impact will provide a deposit invoice requiring a based on the total purchase price of the order. A final invoice for the remaining balance will be due upon receipt of the product. Any government purchase order or pre-existing agreement in regard to payment terms will supersede Insane Impact, LLC's generic payment terms.
3. **TERM.** The term of this Agreement commences on the Effective Date and ends at the final term, which is under warranty offering, pursuant to this Agreement (the "Term").
4. **OWNERSHIP.** Customer shall keep all information confidential including, but not limited to patents, trademarks, trade names, logos, corporate names, domain names, copyrights, trade secrets, and other intellectual property rights (collectively, the "Intellectual Property Rights") therein.
5. **WARRANTIES.** Insane Impact (Seller) shall provide an agreed upon warranty to include parts and labor. The details and cost of this warranty will be outlined on the Final Invoice and provided in the "owners" manual which will accompany each product.
6. **FORCE MAJEURE.**
 - a) **Definition.** For purposes of this Section, the term "Force Majeure" shall mean: (i) an act of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, terrorist threats or acts, or riots; (iv) government action, order, or law; (v) national or regional emergency; or (vi) for outdoor events, weather-related events, including, but not limited to, rain, lightning, hail, high wind, or snow.
 - b) In the event of a "Force Majeure", Insane Impact is NOT liable or responsible.
7. **DEFAULT and REMEDIES.**
 - a) **Events of Default.** The following are "Events of Default":
 1. Customer's failure to pay the Balance upon delivery OR Insane Impact's failure to deliver the product in accordance with the agreement outlined in the "Final Invoice.
 2. A party makes a general assignment for the benefit of creditors or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - b) **Insane Impact Default.** Upon an Event of Default by Insane Impact, Customer may (i) terminate this Agreement upon written notice to Insane Impact; and/or (ii) exercise any other available remedies at law or in equity.
 - c) **Customer Default.** Upon an Event of Default by Customer, Insane Impact may terminate the Agreement immediately upon written notice to Customer and retain the Deposit as liquidated damages. The parties intend that these liquidated damages constitute compensation, and not a penalty. The parties acknowledge and agree that Insane Impact's harm caused by Customer's Event of Default would be impossible or very difficult to accurately estimate as of the Effective Date, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from Customer's Event of Default.
8. **INDEMNIFICATION.**
 - a) **Indemnification by Customer.** Customer shall indemnify and hold Insane Impact and its officers, directors, employees, and agents harmless from and against any and all liabilities, costs, expenses, damages, claims, suits, actions, demands, and losses, without limitation, court costs and reasonable attorneys' fees (collectively, the "Liabilities") arising out of or resulting from any third party claim, suit, action, or proceeding (each, an "Action") arising out of or resulting from:
 1. bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of Customer or its officers, directors, employees, or agents; and
 - b) **Indemnification by Insane Impact.** Insane Impact shall indemnify and hold Customer and its officers, directors, employees, and agents harmless from and against all Liabilities arising out of or resulting from any third-party Action arising out of or resulting from bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Insane Impact or its officers, directors, employees, or agents.
9. **ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration in Des Moines, Iowa under the Iowa Arbitration Act, Chapter 679A of the Iowa Code. If the parties are unable to agree upon an arbitrator within thirty (30) days of written notice from a party requesting arbitration, the arbitrator will be appointed by the Iowa District Court for Polk County. The arbitrator's award will be final, and judgment may be entered in the Iowa District Court for Polk County. The prevailing party shall be entitled to recover its expenses of arbitration, including reasonable attorney's fees.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

11. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. AMENDMENT. This Agreement may only be modified or amended by an agreement in writing signed by both parties.

13. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Iowa without giving effect to any conflict or choice of law provision or rule (whether of the State of Iowa or any other jurisdiction).

14. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. WAIVER. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

17. ASSIGNMENT. Insane Impact may assign or transfer this Agreement without the prior written consent of Customer. Customer may not assign or transfer this Agreement.



Bid Award Recommendation

Date: 10/16/2024 – FY25 – Sales Tax Revenue Fund

Description: **Portable 17' x 10' LED Electronic Display Trailer**

Qty.: 1

Replaces: None - New Fleet Addition – Parks

Bidder: Insane Impact, LLC, Via Estimate EST542 and Tips Cooperative Contract Number: 240101.

Item: 1 – New MAX 1710 LED Display Trailer with Equipment and Accessories as Identified on Quote EST542 Dated 9/24/2024

Total Cost of Vehicles, Equipment & Installation:

\$157,035.00

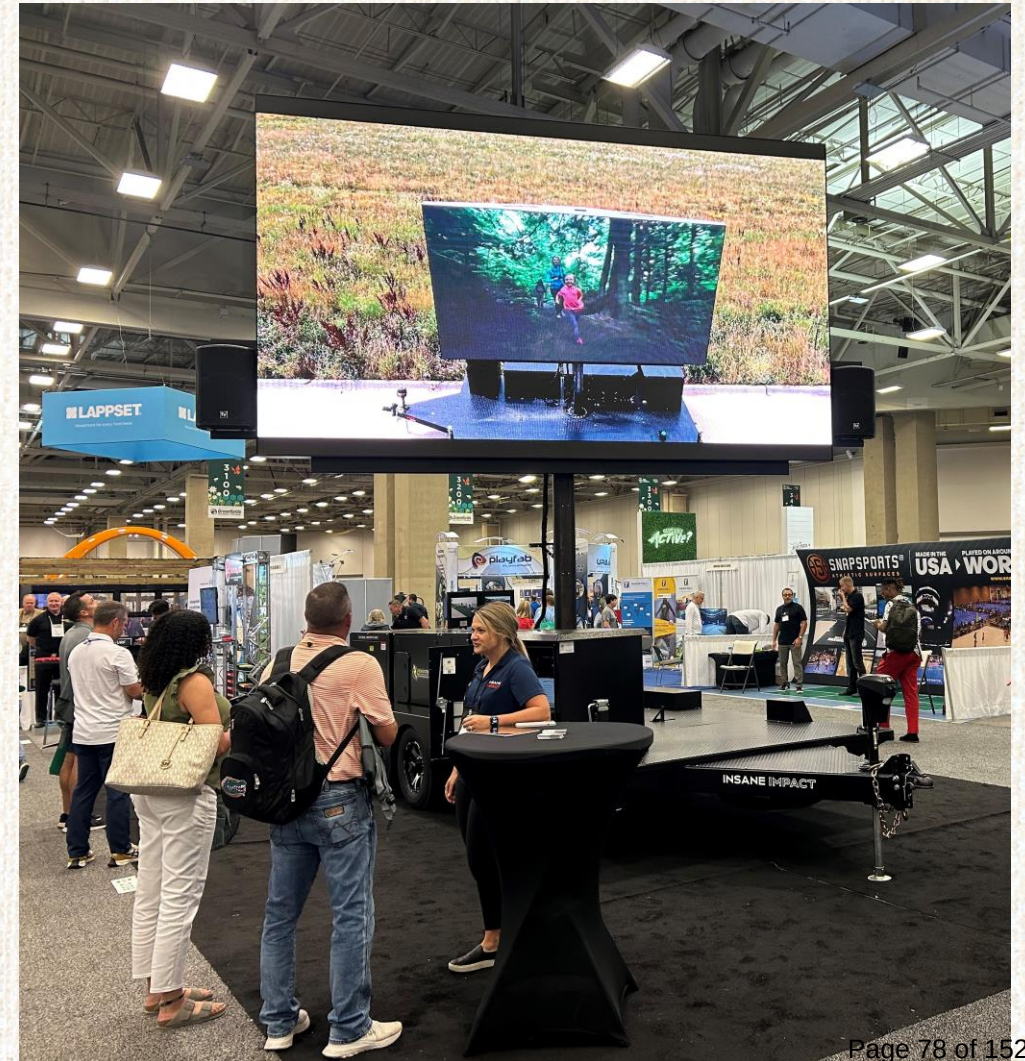
It is Fleet Services recommendation to award the bid to **Insane Impact, LLC** in the amount of **\$157,035.00** utilizing the **TIPS Cooperative Contract 240101.**

Fleet Services Manager

10/16/2024

Date

Outdoor LED Screen and Trailer





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

DATE: October 21, 2024
FROM: Meg Jakubik, Director of Budget Services
ITEM: **Presentation regarding the Atmos Cities Steering Committee.**

BACKGROUND: The Town Council has requested a presentation regarding the Atmos Cities Steering Committee (ACSC) and the negotiation and rate-setting process. Thomas Brocato, Principal for Lloyd Gosselink Rochelle & Townsend, P.C., will provide a presentation covering these topics. Lloyd Gosselink Rochelle & Townsend, P.C. is the law firm contracted by ACSC to handle running the committee and its efforts.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: 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: October 21, 2024
FROM: Melody Eby, Senior Economic Development Specialist
ITEM: **Flower Mound Chamber of Commerce annual update.**

BACKGROUND: The purpose of this item is to receive a presentation from the Flower Mound Chamber of Commerce regarding the programs and services provided to the business community in partnership with the Town of Flower Mound. The services range from Government 12 @ 12 luncheons to business workshops to the annual "Shop Local" week.

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.3. REGULAR ITEM(S)

DATE: October 21, 2024
FROM: John Zagurski, Chief Financial Officer
ITEM: **Discussion and consideration of all matters incident and related to the issuance and sale of the “Town of Flower Mound, Texas, Tax Notes, Series 2024” in the amount of \$2,500,000.00, including the adoption of an ordinance authorizing the issuance of such tax notes.**

BACKGROUND: On behalf of the Town, Hilltop Securities, the Town's financial advisor, requested indications of interest from the following potential leaders for direct placement of the 2024 Tax Note (Note) issuance of \$2,500,000.00.

- Amegy Bank
- J.P. Morgan Chase Bank
- Simmons Bank
- American National Bank & Trust
- Regions Bank
- Webster Bank
- Texas Capital Bank
- Huntington Public Capital Corporation

The interested banks were required to respond by October 15, 2024, and the lender to be determined on October 16, 2024. Texas Capital Bank was selected to provide the financing of the Note with a proposed interest rate of 4.09%. Approval of the proposed ordinance will authorize the issuance specifying the terms and features of the Note such as, a dated date of November 1, 2024, and payable March 1, 2026, with an optional redemption date of September 1, 2025. The proceeds will be received on November 12, 2024.

The Note will fund the following projects as approved in the FY 2024-25 Budget.

Outdoor Pool Resurfacing	\$ 250,000.00
IT Equipment Replacements	80,000.00
Facilities Improvements	415,000.00
Robot Floor Cleaner	18,500.00
Sign Printer	38,000.00
Sign Crew Truck	85,000.00
Senior Property Standards Specialist Vehicle	50,600.00
Street Maintenance Projects	1,112,900.00
Traffic Signal Performance Measures	450,000.00
	<u>2,500,000.00</u>

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$2,500,000

Proposed Expenditure/(Revenue)

\$(2,500,000)

The Note will fund projects approved in the FY 2024-25 Budget.

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

ATTACHMENTS:

1. Schedule of Events Calendar
2. Bid Tabulation Form
3. Texas Capital Term Sheet
4. Proposed Purchase Letter
5. Proposed Ordinance
6. Proposed Paying/Registrar Agent Agreement

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

**Town of Flower Mound
(Denton County, Texas)**

Tax Note, Series 2024

Proposed Schedule of Events

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Proposed Date

Action

September 30, 2024 Request for indications of interest distributed to potential lenders.

October 15, 2024 Indications of interest due to Hilltop from potential lenders (3:00 pm).

October 16, 2024 Determine Lender for placement of Notes. Finalize Documents.

October 21, 2023 Town Council considers Note Order (6:00 pm Regular Meeting)

October 24, 2024 Bond Counsel submits documentation to Attorney General's Office.

November 6, 2024 Hilltop to notify all parties of closing and delivery instructions.

November 12, 2024 Closing and Delivery.



TOWN OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Tax Notes, Series 2024

Bid Tabulation Form

Bids due Tuesday, October 15, 2024

Bidder:	Webster Bank	Amegy Bank	J.P. Morgan Chase	Texas Capital Bank
Interest Rate Bid:	4.270%	4.364%	4.564%*	4.090%
Deposit to Project Fund:	\$ 2,495,850	\$ 2,499,350	\$ 2,496,850	\$ 2,500,000
Interest Cost Total:	\$ 53,672	\$ 54,853	\$ 57,367	\$ 51,409
Total Principal & Interest:	\$ 2,553,672	\$ 2,554,853	\$ 2,557,367	\$ 2,551,409
Annual Fees:	\$ -	\$ -	\$ -	\$ -
Combined Total Debt Service + Annual Fees:	\$ 2,553,672	\$ 2,554,853	\$ 2,557,367	\$ 2,551,409
Closing Fees Due:	\$ 4,150	\$ 650	\$ 3,150	\$ -
Prepayment Option:	9/1/2025	Anytime	None	9/1/2025
RANKING:	3	2	4	1

* Indicative rate as of 10/15/2024 and subject to change daily until a written rate lock letter agreement is executed between the Town and the Purchaser



INDICATION TO PROVIDE FINANCING

for
Town of Flower Mound
(Denton County, Texas)
Tax Note, Series 2024

10/15/2024

Mr. Michael Martin
Hilltop Securities
717 North Harwood, Suite 3400
Dallas, Texas 75201

Mr. Martin:

On behalf of Texas Capital, we are pleased to submit the following financing proposal for your review. This financing proposal is an indication of terms we may offer to the Town and is subject to formal credit approval by us. The basic terms and conditions of this proposal are as follows:

Lender: Texas Capital (the "Lender").

Borrower: Town of Flower Mound, Denton County, Texas (the "Town").

Type of Facility: The Lender will purchase a Tax Note (the "Note") in the amount of \$2,500,000.

Purpose: The proceeds of the Note will be used to (i) vehicle and equipment replacement as well as facilities maintenance, and (ii) pay for professional services rendered in relation thereto.

Authority for Issuance: The Note is authorized and issued pursuant to the Constitution and general laws of the State of Texas, including particularly Texas Local Government Code, Chapter 1431, as amended, and an Ordinance to be adopted by the Town Council of the Town (the "Ordinance").

Collateral/ Security: The Note constitutes a direct obligation of the Town and is payable from an annual ad valorem tax levied against all taxable property in the Town, within the limits prescribed by law. As a Home Rule city, the Town is limited by statute to a tax rate of \$2.50 per \$100 Taxable Assessed Valuation for all purposes, including the payment of debt service on the Notes.

Maturity/ Installments: The Note shall mature on March 1, 2025, with annual sinking fund installments on March 1 of each year as shown below (subject to change but will be firm amounts prior to award).

<u>Year</u>	<u>Amount</u>
2025	\$2,000,000
2026	500,000

Interest Rate: The Lender proposes a fixed interest rate of 4.09%. Interest will be calculated on a 30/360 day accrual basis.

Prepayment Provisions: On September 1, 2025, the Note will be eligible for redemption, in whole or in part, at the option of the Town, on any date upon 15 days' notice to the Lender, at a price equal to the principal amount being redeemed, plus accrued interest to the date of redemption

Payments: Interest will accrue from the date of initial delivery and will be payable March 1 and September 1 of each year, beginning March 1, 2025, until maturity or prior redemption. Principal will be paid as described in the maturity schedule above.

Fees: The Lender will charge \$0 in total fees.

Paying Agent: The Lender will serve as Paying Agent/Registrar for this issue for an upfront fee of \$0 and an annual fee of \$0.

Bond Counsel: Norton Rose Fulbright US LLP ("Bond Counsel") will provide a legal opinion at no expense to the Lender. Any additional legal fees are to be paid by the Lender. The Note will also have the approving opinion of the Attorney General of the State of Texas.

Delivery: It is anticipated that closing and delivery should occur on or about November 12, 2024.

Award Date: Scheduled for October 21, 2024. The Lender understands the Town reserves the right to reject any or all proposals and to waive any irregularities.

Credit Rating: Not required.

Bond Insurance: Not required.

Official Statement: Not required.

Reporting Requirements: The Town, for the benefit of the holder of the Note, agrees to provide the Town's most current audited financial statement and available operating data upon written request.

Physical Delivery: The Note will be issued as a single Note in the principal amount of \$2,500,000. The Note will not initially be made for registration with any book-entry-only securities depository. The Note will not be assigned a CUSIP identification number.

Bank Loan**Status:**

The Note is being offered to the Lender for its own loan portfolio as evidence of a privately negotiated bank loan and not with a present view toward resale or distribution. The Note will (i) not be registered under the 1933 Act and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) not be listed on any stock or other securities exchange, (iii) not carry a rating from any credit rating agency, and (iv) not be DTC eligible. The lender will be required to execute a Purchase Letter making such representations.

Documents/**Covenant:**

Covenants of the Note will be in accordance with existing covenants of the Town's bonded debt.

Texas Capital appreciates the opportunity to submit this proposal to you. Please contact me by telephone at (346) 542-4985 or by email at Joanna.Caudillo@texascapitalbank.com if you have any questions regarding our proposal.

Sincerely,



Joanna Caudillo
Executive Director, Sr. Relationship Manager
Texas Capital

PURCHASE LETTER

October 21, 2024

Town of Flower Mound, Texas
2121 Cross Timbers Road
Town of Flower Mound, Texas 75028

Re: \$2,500,000 "Town of Flower Mound, Texas, Tax Notes, Series 2024," dated November 1, 2024

Ladies and Gentlemen:

_____ (the "Purchaser") hereby offers to purchase from the Town of Flower Mound, Texas (the "Town") the captioned tax notes (the "Notes") and, upon acceptance of this offer by the Town, such offer will become a binding agreement between the Purchaser and the Town. This offer must be accepted by 10:00 p.m., Flower Mound Texas, time, October 21, 2024, and if not so accepted will be subject to withdrawal.

1. Purchase Price: The purchase price for the Notes is par, \$2,500,000.
2. Terms of Notes: The Notes shall be issued in the principal amounts, shall bear interest at such rate, mature on such date and in such amounts and have such other terms and conditions as are set forth in the ordinance adopted by the Town Council of the Town on October 21, 2024 (the "Ordinance"), authorizing the issuance of the Notes, a copy of which has been provided to the Purchaser. Pursuant to and as more fully described in the Ordinance, the Notes shall be payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town.

THE NOTES MAY ONLY BE TRANSFERRED TO: (I) AN AFFILIATE OF THE PURCHASER THAT CONTROLS, IS CONTROLLED BY, OR IS UNDER THE COMMON CONTROL OF, THE PURCHASER AND EXISTS TO MAKE A PROFIT; (II) A "BANK" AS DEFINED IN SECTION 3(A)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"); (III) AN "ACCREDITED INVESTOR" AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT; OR (IV) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT.

3. Closing: The Town shall deliver the Note to, or for the account of, the Purchaser and the Purchaser shall purchase the Notes at 10:00 a.m. Dallas, Texas, time, on November 12, 2024, or at such other time as shall be mutually agreed upon (hereinafter referred to as the "Closing"). The Closing shall take place at the offices of Norton Rose Fulbright US LLP, Dallas, Texas, or such other location as may be mutually agreed upon. The Town will also cause to be delivered to the Purchaser a signed copy of the Ordinance.

4. Conditions to Closing: The Purchaser shall not have any obligation to consummate the purchase of the Notes unless the following requirements have been satisfied prior to Closing:
- (a) The Town shall have adopted the Ordinance authorizing the issuance of the Notes with both the Notes and the Ordinance being in form and substance acceptable to the Purchaser.
 - (b) Norton Rose Fulbright US LLP, Bond Counsel, shall have issued its approving legal opinion as to the due authorization, issuance and delivery of the Notes and as to the exemption of the interest thereon from federal income taxation.
 - (c) The Notes shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.
 - (d) Nothing shall have occurred prior to closing which in the reasonable opinion of the Purchaser has had or could have a materially adverse effect on the Town's business, property or financial condition nor shall have there been a material change, in the Purchaser's opinion, in the financial condition of the Town.
 - (e) The Purchaser shall have received such other documents and items reasonably requested by the Purchaser.
 - (f) There has been no event, court decision, proposed law, or rule which may have the effect of changing the federal tax incidents of the Town, the Purchaser, or the interest thereon of the Notes, or the transactions contemplated by this Purchase Letter.
 - (h) There has been no national or international crisis, or suspension of stock exchange trading, or banking moratorium materially affecting, in the Purchaser's opinion, the market price of the Notes.
5. Nature of Purchase: The Purchaser acknowledges that no official statement or other disclosure or offering document has been prepared in connection with the issuance and sale of the Notes. The Purchaser is (i) an accredited investor as defined in the Securities Act of 1933, Regulation D, 17 C.F.R. § 230.501(a), or (ii) a "qualified institutional buyer" as defined under Rule 144A under the Securities Act of 1933 accustomed to purchasing tax-exempt obligations such as the Notes. Norton Rose Fulbright US LLP, Bond Counsel, has not undertaken steps to ascertain the accuracy or completeness of information furnished to the Purchaser with respect to the Town or the Notes, and the Purchaser has not looked to that firm for, nor has that firm made, any representations to the Purchaser with respect to that information. The Purchaser has satisfied itself that it may lawfully purchase the Notes. The Notes (i) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) will not be listed on any stock or other securities exchange; and (iii) will not carry any rating from any rating service. The Purchaser is familiar with the financial condition and affairs of the Town, particularly with respect to its ability to pay its ad valorem tax-supported obligations such as the Notes. The Purchaser has received from the Town all information that it has requested in order for it to assess and evaluate the security and source of payment for the Notes; provided, however, that the certification set forth in this Section 5 shall not constitute a waiver of any rights or remedies the

Purchaser may have with respect to any untrue information it may have received or any material information which was withheld from its review. The Purchaser is purchasing the Notes for its own account or for that of an affiliate as evidence of a loan to the Town and has no present intention to make a public distribution or sale of the Notes. In no event will the Purchaser sell the Notes to more than one subsequent purchaser, which purchaser will be a sophisticated investor, unless an official statement or other disclosure document is prepared with respect to such sale of the Notes.

6. Reporting: In consideration of the purchase of the Notes by the Purchaser during the period the Notes are outstanding, the Town agrees to provide the registered owners of the Notes the following:
 - (a) Within 270 days after the end of its fiscal year, beginning with the fiscal year ending 2024, its audited financial statements, including operating statistics.
 - (b) Annual operating budgets for the upcoming financial year within 60 days of fiscal year end.
 - (c) Any other financial information that the registered owners of the Notes may reasonably request from time to time in writing.
7. No Oral Agreements: To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice: THIS PURCHASE LETTER, THE ORDINANCE OF THE TOWN AUTHORIZING THE NOTES, THE ATTORNEY GENERAL OPINION, THE OPINION OF BOND COUNSEL AND THE NOTES TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.
8. Role of Purchaser: The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Purchase Letter and any other information, materials or communications provided by the Purchaser to the Town: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Purchase Letter, information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) by its acceptance of this Purchase Letter, the Town represents that it has been informed that the Town should discuss this Purchase Letter and any such other information, materials or communications with any and all internal and external advisors and experts that the Town deems appropriate before acting on this Purchase Letter or any such other information, materials or communications.
9. Privately Negotiated Loan. By its acceptance of this Purchase Letter, the Town acknowledges and agrees that the Purchaser is purchasing the Notes in evidence of a

privately negotiated loan and in that connection the Notes shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by CUSIP Global Services.

10. The Purchaser makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Purchaser within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of verifications below during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.
- (a) The Purchaser hereby verifies that it and any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
 - (b) The Purchaser represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Purchaser and any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
 - (c) The Purchaser hereby verifies that it and any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.
 - (d) The Purchaser hereby verifies that it and any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.
 - (e) The Purchaser further verifies that it has on file with the Attorney General of the State (the "Attorney General") a standing letter with respect to the representations and verifications in subsections (a) – (d) above, in a form accepted by the Attorney General, and such letter remains in effect as of the date of this Agreement. The Purchaser agrees that it will not rescind any applicable standing letter at any time

prior to the date of Closing unless the same is immediately replaced with a standing letter acceptable to the Attorney General. The Purchaser agrees to provide to the Town or Bond Counsel, upon request by the Town or Bond Counsel, written verification to the effect that its standing letter with the Attorney General remains in effect and may be relied upon by the Town and the Attorney General, which may be in the form of an e-mail.

11. In case any provision herein, or application thereof, shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or applications shall not in any way be affected or impaired thereby.
12. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Purchase Letter, the Ordinance or the Notes shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

If this Purchase Letter meets with the Purchaser's and the Town's approval, please execute it in the place provided below.

_____[NAME OF PURCHASER]____

By: _____

Title: _____

[signatures continue on next page]

ACCEPTED BY THE TOWN OF FLOWER MOUND, TEXAS

Mayor

ATTEST:

Town Secretary

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. ____-24

AN ORDINANCE authorizing the issuance of "TOWN OF FLOWER MOUND, TEXAS, TAX NOTES, SERIES 2024"; specifying the terms and features of said notes; levying a continuing direct annual ad valorem tax for the payment of said notes; and resolving other matters incident and related to the issuance, sale, payment and delivery of said notes, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Letter; and providing an effective date.

WHEREAS, pursuant to Texas Government Code, Chapter 1431, as amended, (hereinafter called the "Act"), the Town Council (the "Council") of the Town of Flower Mound, Texas (the "Town") is authorized and empowered to issue anticipation notes to pay contractual obligations to be incurred (i) for the construction of any public work and (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the Town's authorized needs and purposes; and

WHEREAS, in accordance with the provisions of the Act, the Council hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for (i) acquiring, upgrading and installing building security systems and lighting system improvements for administrative office buildings of the Town housing police, fire and parks and recreation departments and Town Hall, (ii) constructing, improving, renovating and equipping the Town library facilities, (iii) constructing renovations to Town Hall, an administrative office building housing governmental functions of the Town and (iv) professional services rendered in connection therewith; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Tax notes of the Town shall be and are hereby authorized to be issued in the aggregate principal amount of \$2,500,000 to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS TAX NOTES, SERIES 2024" (hereinafter referred to as the "Notes"), for the purpose of paying contractual obligations to be incurred for (i) acquiring, upgrading and installing building security systems and lighting system improvements for administrative office buildings of the Town housing police, fire and parks and recreation departments and Town Hall, (ii) constructing, improving, renovating and equipping the Town library facilities, (iii) constructing renovations to Town Hall, an administrative office building housing governmental functions of the Town and (iv) professional services rendered in connection therewith, in conformity with the Constitution and laws of the State of Texas, including the Act.

SECTION 2: Fully Registered Obligations - Note Date - Authorized Denominations - Stated Maturity - Interest Rate. The Notes are issuable in fully registered form only; shall be dated November 1, 2024 (the "Note Date"), shall be in denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof, and shall become due and payable on March 1, 2026 (the "Stated Maturity").

The Notes shall bear interest from the date of their delivery to the initial purchasers until maturity or prior redemption, paid at the per annum rate of ____%. The amount of interest to be paid on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months, and such accrued interest shall be payable on March 1 and September 1 of each year, commencing on March 1, 2025.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of maturity, or otherwise, shall be payable only to the registered owners or holders of the Notes (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

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

Principal of and interest on the Notes shall be payable to the Holder whose name appears in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding the interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder provided, however, the final installment of principal or upon the redemption of the Notes shall be paid only upon presentation and surrender of the Notes to the Paying Agent/Registrar for cancellation at its designated offices, initially in _____, _____ (the "Designated Payment/Transfer Office"). If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

SECTION 4: Redemption.

(a) Optional Redemption. The Notes shall be subject to redemption prior to maturity, at the option of the Town, in whole or in part, on and after September 1, 2025 at the redemption price of par plus accrued interest to the date of redemption.

At least thirty (30) days prior to an optional redemption date for the Notes (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Town shall notify the Paying Agent/Registrar in writing of the decision to redeem Notes, the principal amount of the Stated Maturity to be redeemed, and the date of redemption therefor.

(b) Mandatory Redemption. The Notes shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
March 1, 2025	2,000,000
March 1, 2026*	500,000

* maturity date

Approximately thirty (30) days prior to each mandatory redemption date for the Notes, the Paying Agent/Registrar shall select by lot the numbers of the Notes within to be redeemed on the next following March 1 from moneys set aside for that purpose in the Interest and Sinking Fund (as hereinafter defined). Any Note not selected for prior redemption shall be paid on the date of Stated Maturity.

The principal amount of the Notes required to be redeemed on a mandatory redemption date may be reduced, at the option of the Town, by the principal amount of Notes which, at least 50 days prior to the mandatory redemption date, shall have been acquired by the Town at a price not exceeding the principal amount of such Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

(c) Notice of Redemption. Not less than fifteen (15) days prior to an optional redemption date for the Notes, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the Town and at the Town's expense, to each Holder of a Note to be redeemed at the address of the Holder appearing on the Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. So long as _____ is the 100% Holder, then notice of redemption for mandatory redemption dates is not required. If the Holder is not _____, then not less than fifteen (15) days prior to a mandatory redemption date for the Notes, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the Town and at the Town's expense, to each Holder of a Note to be redeemed at the address of the Holder appearing on the Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Notes, (ii) identify the Notes to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Notes to be redeemed shall become due and payable on the redemption date specified, and the interest thereon, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Notes, shall be made at the principal office of the Paying

Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Note is subject by its terms to prior redemption, and has been called for redemption, and notice of redemption thereof has been duly given as hereinabove provided, such Note shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Note at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(d) Conditional Notice of Redemption. With respect to any optional redemption of the Notes, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Town, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

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

Upon surrender of any Note (other than the Initial Note authorized in Section 7 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Notes of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Note or Notes surrendered for transfer.

At the option of the Holder, Notes (other than the Initial Note authorized in Section 7 hereof) may be exchanged for other Notes of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Notes are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Notes to the Holder requesting the exchange.

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

All transfers or exchanges of Notes pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or

exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Notes canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

SECTION 6: Execution - Registration. The Notes shall be executed on behalf of the Town by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the Town Secretary or the Deputy Town Secretary. The signature of said officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Town on the Note Date shall be deemed to be duly executed on behalf of the Town, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Notes to the initial purchaser and with respect to Notes delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration substantially in the form provided in Section 8(c), executed manually or by facsimile by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 8(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified, registered, and delivered.

SECTION 7: Initial Note. The Notes herein authorized shall be initially issued as a single fully registered note in the total principal amount stated in Section 1 hereof and numbered T-1 (hereinafter called the "Initial Note") and the Initial Note shall be registered in the name of the initial purchaser or the designee thereof. The Initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser. Any time after the delivery of the Initial Note, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Note delivered hereunder and exchange therefor a definitive Note of authorized denomination, the Stated Maturity, principal amount and bearing the interest rate for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

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

endorsements (including insurance legends in the event the Notes, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Town or determined by the officers executing such Notes as evidenced by their execution. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

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

(b) Form of Notes.

REGISTERED
NO. [R-__] [T-1]

REGISTERED
\$2,500,000

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS
TAX NOTE, SERIES 2024

Note Date:
November 1, 2024

Interest Rate:
_____%

Stated Maturity:
March 1, 2026

Delivery Date:
November 12, 2024

Registered Owner: _____

Principal Amount: TWO MILLION FIVE HUNDRED THOUSAND DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the Counties of Denton and Tarrant, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Note appearing below (unless this Note bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Note is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year, commencing March 1, 2025. Principal of this Note is payable in the year of its Stated Maturity or redemption to the registered owner hereof by _____, _____, _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices, initially in _____, _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Principal installments and interest on this note are payable to the registered owner of this Note whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. provided, however, the final principal installment of the Note or principal upon prior redemption shall be paid only upon presentation and surrender of the Note to the Paying Agent/Registrar for cancellation at its Designated Payment and Transfer Office. If the date for the payment of the principal of or interest

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

This Note is one of the series specified in its title issued in the aggregate principal amount of \$2,500,000 (herein referred to as the "Notes") for the purpose of paying contractual obligations to be incurred for (i) acquiring, upgrading and installing building security systems and lighting system improvements for administrative office buildings of the Town housing police, fire and parks and recreation departments and Town Hall, (ii) constructing, improving, renovating and equipping the Town library facilities, (iii) constructing renovations to Town Hall, an administrative office building housing governmental functions of the Town and (iv) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

The Notes shall be subject to mandatory redemption prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
March 1, 2025	2,000,000
March 1, 2026*	500,000

* maturity date

The particular Notes to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Notes required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the Town, by the principal amount of Notes which, at least 50 days prior to a mandatory redemption date shall have been acquired by the Town at a price not exceeding the principal amount of such Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

The Notes shall be subject to redemption prior to maturity, at the option of the Town, in whole or in part, on and after September 1, 2025 at the redemption price of par plus accrued interest to the date of redemption.

Not less than fifteen (15) days prior to an optional redemption date for the Notes, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the Town and at the Town's expense, to each Holder of a Note to be redeemed at the address of the Holder appearing on the Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. So long as _____ is the 100% Holder, then notice of redemption for mandatory redemption dates are not required. If the Holder is not _____, then at least fifteen (15) days prior to a redemption date, the Town shall cause a written notice of such redemption to be sent by United States mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and

provisions relating thereto contained in the Ordinance. If a Note shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Note shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

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

The Notes are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Note by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Notes; the terms and conditions relating to the transfer or exchange of this Note; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which this Note may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

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

The Town and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Note as the owner entitled to payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the Town nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the

Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

TOWN OF FLOWER MOUND, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

[Town Secretary][Deputy Town Secretary]

(Town Seal)

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

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

(
(REGISTER NO. _____
(

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

- (d) Form of Certificate of Paying Agent/Registrar to appear on definitive Note only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated office of the Paying Agent/Registrar in _____, _____, is the Designated Payment/Transfer Office for this Note.

_____,
_____, _____,
as Paying Agent/Registrar

Registration Date:

By: _____

- (e) Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number: _____)
the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____

attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature guaranteed: _____

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

SECTION 9: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Town, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the Town for

the Debt Service Requirements of the Notes shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Notes while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Notes shall be kept and maintained by the Town at all times while the Notes are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Notes shall be deposited to the credit of a "Special 2024 Note Account" (the "Interest and Sinking Fund") maintained on the records of the Town and deposited in a special fund maintained at an official depository of the Town's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Notes.

The Mayor, Mayor Pro Tem, Town Manager, Chief Financial Officer and Town Secretary of the Town, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Notes, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Notes.

SECTION 10: Mutilated - Destroyed - Lost and Stolen Notes. In case any Note shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost or stolen Note, only upon the approval of the Town and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless in their reasonable judgement. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.

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

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

SECTION 11: Satisfaction of Obligation of Town. If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the Town to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Notes or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government

Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The term "Government Securities", as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the Town are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other authorized securities or obligations under applicable law that may be used to defease obligations such as the Notes.

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

SECTION 12: Ordinance a Contract - Amendments - Outstanding Notes. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Town, and shall not be amended or repealed by the Town so long as any Note remains Outstanding except as permitted in this Section. The Town may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the written consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Notes, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required to be held by Holders for consent to any such amendment, addition, or rescission.

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

- (1) those Notes cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Notes deemed to be duly paid by the Town in accordance with the provisions of Section 11 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Notes which have been replaced with Notes registered and delivered in lieu thereof as provided in Section 10 hereof.

SECTION 13: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section 13, the following terms have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

- (1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Notes, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and
- (2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

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

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

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

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

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

- (1) The Town shall account for all Gross Proceeds (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures, and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Note is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Notes with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.
- (2) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Notes until six (6) years after the final Computation Date.
- (3) As additional consideration for the purchase of the Notes by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Town shall pay to the United States from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Notes equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.
- (4) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.
 - (i) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Town Manager and Chief Financial Officer, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 14: Sale of Notes. The offer of _____ (the "Purchaser") to purchase the Notes in accordance with a Purchase Letter, dated as of October 21, 2024, attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted, and the sale of the Notes to said Purchaser is hereby approved and authorized, and declared to be in the best interest of the Town. The Mayor or Mayor Pro Tem and Town Secretary or Deputy Town Secretary are hereby authorized and directed to execute the acceptance clause thereof for and on behalf of the Town and as the act and deed of the Council. Delivery of the Notes to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 15: Control and Custody of Notes. The Mayor of the Town shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Notes, and shall take and have charge and control of the Initial Note pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the initial purchasers.

SECTION 16: Proceeds of Sale. The proceeds of sale of the Notes, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at the Town's depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, and the Town's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the Council. Any excess note proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 17: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

SECTION 18: Cancellation. All Notes surrendered for payment, transfer, exchange or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Town, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Town may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously certified or registered and delivered which the Town may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 19: Legal Opinion. The Purchaser's obligation to accept delivery of the Notes is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas,

approving the Notes as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Notes. The Town Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the Town's bond counsel.

SECTION 20: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Notes shall be of no significance or effect as regards the legality thereof and neither the Town nor attorneys approving the Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Notes.

SECTION 21: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Town, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, the Paying Agent/Registrar and the Holders.

SECTION 22: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 23: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 24: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 25: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 26: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 27: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Town Manager, Chief Financial Officer, Town Secretary and Deputy Town Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Town all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Notes. In addition, prior to the initial delivery of the Notes, the Mayor, Mayor Pro Tem, Town Manager, Chief Financial Officer, Town Secretary and Deputy Town Secretary or Bond Counsel to the Town are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Notes by the Attorney General. In the event that any officer of the Town whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such

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

SECTION 28: Incorporation of Findings and Determinations. The findings and determinations of the Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 29: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 30: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

DULY PASSED AND APPROVED BY THE TOWN COUNCIL ON OCTOBER 21, 2024.

TOWN OF FLOWER MOUND, TEXAS

(Town Seal)

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
PURCHASE LETTER

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of October 21, 2024 (this "Agreement"), by and between _____, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the Town of Flower Mound, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Town of Flower Mound, Texas Tax Notes, Series 2024" (the "Securities"), dated November 1, 2024, such Securities scheduled to be delivered to the initial purchasers thereof on or about November 12, 2024; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

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

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

ARTICLE TWO DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE THREE PAYING AGENT

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

_____ Bank

Attention:

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

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

ARTICLE FOUR REGISTRAR

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

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which

the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

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

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

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

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

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

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

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

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

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

mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

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

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

[The remainder of this page intentionally left blank.]

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

_____ BANK

By: _____

Title: _____

Address:

TOWN OF FLOWER MOUND, TEXAS

By: _____
Mayor

Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028

ANNEX A



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

DATE: October 21, 2024
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the purchase and installation of new LED light fixtures for the Gerault Park, located at 1116 Gerault Rd - LED Lighting Retrofit project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$1,126,321.00**

BACKGROUND: The Parks Board, Community Development Corporation, and Town Council approved funds to replace the existing light fixtures at the ball fields, multipurpose fields, and parking lot lighting with Light-Emitting Diode (LED) fixtures at Gerault Park for fiscal year 2024-2025. This Capital Improvement Program project will be funded through the 4B fund utilizing sales tax revenue.

The lighting at Gerault Park was originally installed in 1998 and continues to make use of the original lighting fixtures located on fields #1-5 as well as the original parking lot lighting. The proposal from Musco Sports Lighting includes electrical and structural engineering, removal of existing fixtures, installation of new LED fixtures, and associated electrical work. The benefits of the new lighting system include bright and uniformed light levels directed at the fields with less spill over, less glare in and around nearby homes, energy and maintenance savings over traditional metal halide systems, instant on/off ability, ball tracker technology, and 25-year warranty on the new light fixtures. The system will also include the Control Link control & monitoring system, which allows Parks staff to control and program the park lighting remotely. Over the past several years, the Town has had this same lighting system installed at Bakersfield Park, Glenwick Park, and Leonard and Helen Johns Community Park.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2024-2025 CIP 5-year Plan which included funding for the Gerault Park LED Lighting Retrofit project in the amount of \$1,250,000.00 at the May 2, 2024, regular meeting.

The Community Development Corporation approved funding for the FY 2024-2025 CIP 5-year Plan, recommended by the Parks Board, at the May 30, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: \$1,126,321.00

Proposed Expenditure/(Revenue)
\$1,126,321.00

Account Number(s):
317-560-90836-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal

2. Form 1295 (Internal Use Only)

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



**Gerault Park LED Retro-fit
Flower Mound, Texas
Light Structure System – TLC LED
Buy Board Quote**

Contract Number: 677-22

**Commodity: Parks/Rec & Field Lighting
Date: October 1, 2024**

Equipment Description

Sport-Cluster TLC™ System delivered to your site

- Galvanized steel crossarms
- UL Listed remote driver component enclosure
- Pole length wire harness
- 155 - Factory-aimed and assembled LED luminaires for the fields, practice areas and security
- 27 – Cree LED luminaires for the parking lot

Also Includes

- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials for fields, practice areas and security. 10 year part and labor warranty for the Cree parking lot fixtures
- Guaranteed constant light level of 50 footcandles infield and 30 footcandles outfield.
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors
- Bonding
- **Turnkey Installation**

Quote

Musco's Light Structure TLC LED™ as described above..... \$1,126,321

Pricing reflects the Buy Board Discount

Pricing furnished is effective until December 31, 2024 and is considered confidential.

Payment Terms

Net 30.

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

- **Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

Notes

Quote is based on:

- Shipment of entire project together to one location
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Chris Johnson
Sales Executive
Musco Sports Lighting, LLC
Cell: 214-733-2927
E-mail: chris.johnson@musco.com



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

DATE: October 21, 2024
FROM: Codie Freeman, Planner
ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 494 (SUP24-0005 – Back Nine Golf, Prairie Plaza Building 4) to permit an amusement and recreation (indoors) use. The property is generally located north of Cross Timbers Road and west of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its October 14, 2024, meeting.)**

BACKGROUND: SUMMARY DATA:

- Lot Size – Approximately 4.7568 acres
- Zoning – Planned Development District No. 150 with Office uses.
- Proposed use – Amusement & recreation (indoors) use
- Building size – Entire 3,227 square feet of Building 4 will be occupied by the proposed amusement & recreation (indoors) use.
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its October 14, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

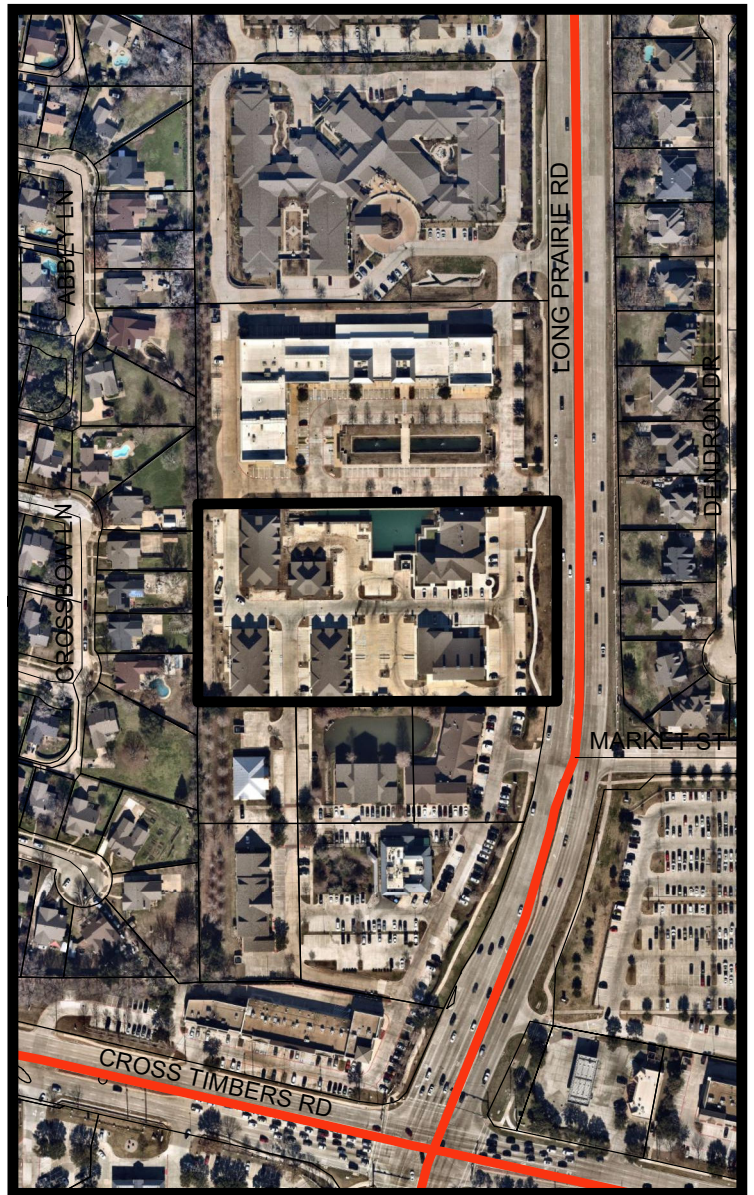
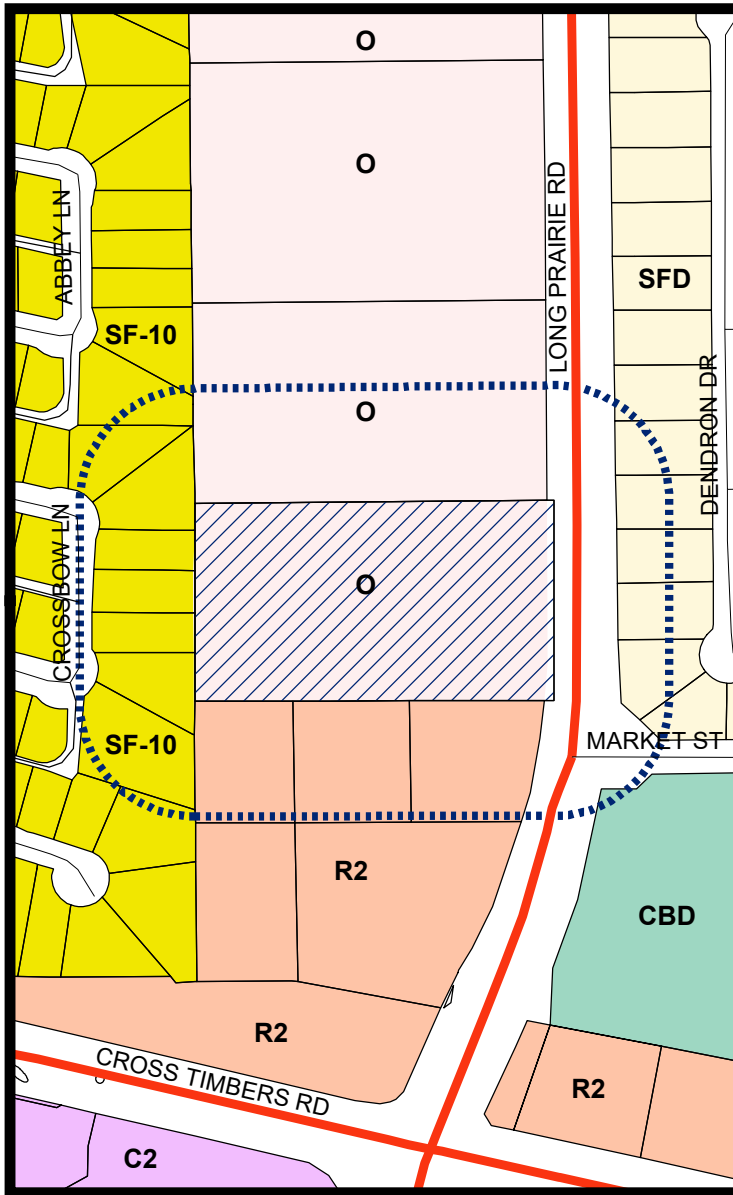
ATTACHMENTS:

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

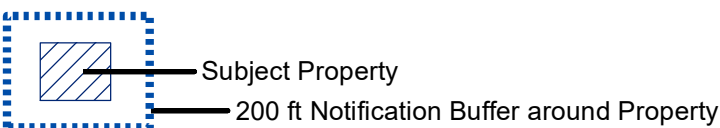
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

SUP24-0005: Back Nine Golf, Prairie Plaza Building 4

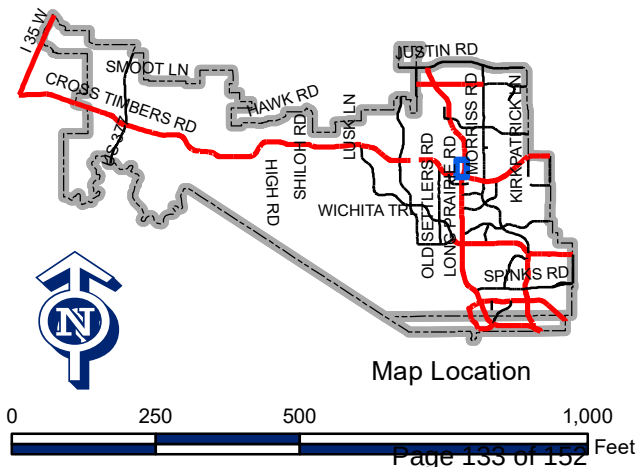


LEGEND



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

Visit <https://www.flowermound.gov/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. 494 (SUP-494) FOR AN AMUSEMENT AND RECREATION (INDOORS) USE ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 4.7568 ACRES OF LAND AND BEING A PORTION OF LOT 1, BLOCK A OF THE PRAIRIE PLAZA ADDITION, AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 150 (PD-150) WITH 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 (the "Town Council") heretofore adopted the Land Development Regulations of the Town, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 4.7568 acres of land and being a portion of Lot 1, Block A of the Prairie Plaza Addition, Denton County, Texas (the "Property"), has filed an application for a Specific Use Permit to allow an amusement and recreation (indoors) use; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on October 14, 2024, and the Town Council held a public hearing on October 21, 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 of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described Property and area as shown below:

Approximately 4.7568 acres of land and being a portion of Lot 1, Block A of the Prairie Plaza Addition, Denton County, Texas, and zoned Planned Development District No. 150 (PD-150) with O Office District uses.

The Property shall remain in the Planned Development District No. 150 (PD-150) zoning district with O Office District uses and Specific Use Permit No. 494 (SUP-494) is hereby approved to allow an amusement and recreation (indoors) use as more fully described in Exhibits "A," "B," and "C," attached hereto and incorporated herein, subject to the following conditions:

1. Specific Use Permit No. 494 (SUP-494) is limited to the approximately 3,227 square-foot building labeled as "Building 4" as shown on the Conceptual Site Plan attached hereto as Exhibit "A."
2. An indoor commercial amusement enterprise shall be wholly enclosed in a building that is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line.

SECTION 2

The Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations of the proposed amusement and recreation (indoors) 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. 494 (SUP-494).

SECTION 3

The official Zoning Map of the Town is amended and the Director of Development Services is directed to revise the official Zoning Map to reflect the approved Specific Use Permit No. 494 (SUP-494), as set forth above.

SECTION 4

The use of the Property described above shall be subject to all restrictions, terms, and conditions contained herein, as well as all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town, including the regulations contained in Planned Development District No. 150 (PD-150) and the SUP conditions provided herein.

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 21ST DAY OF OCTOBER, 2024.

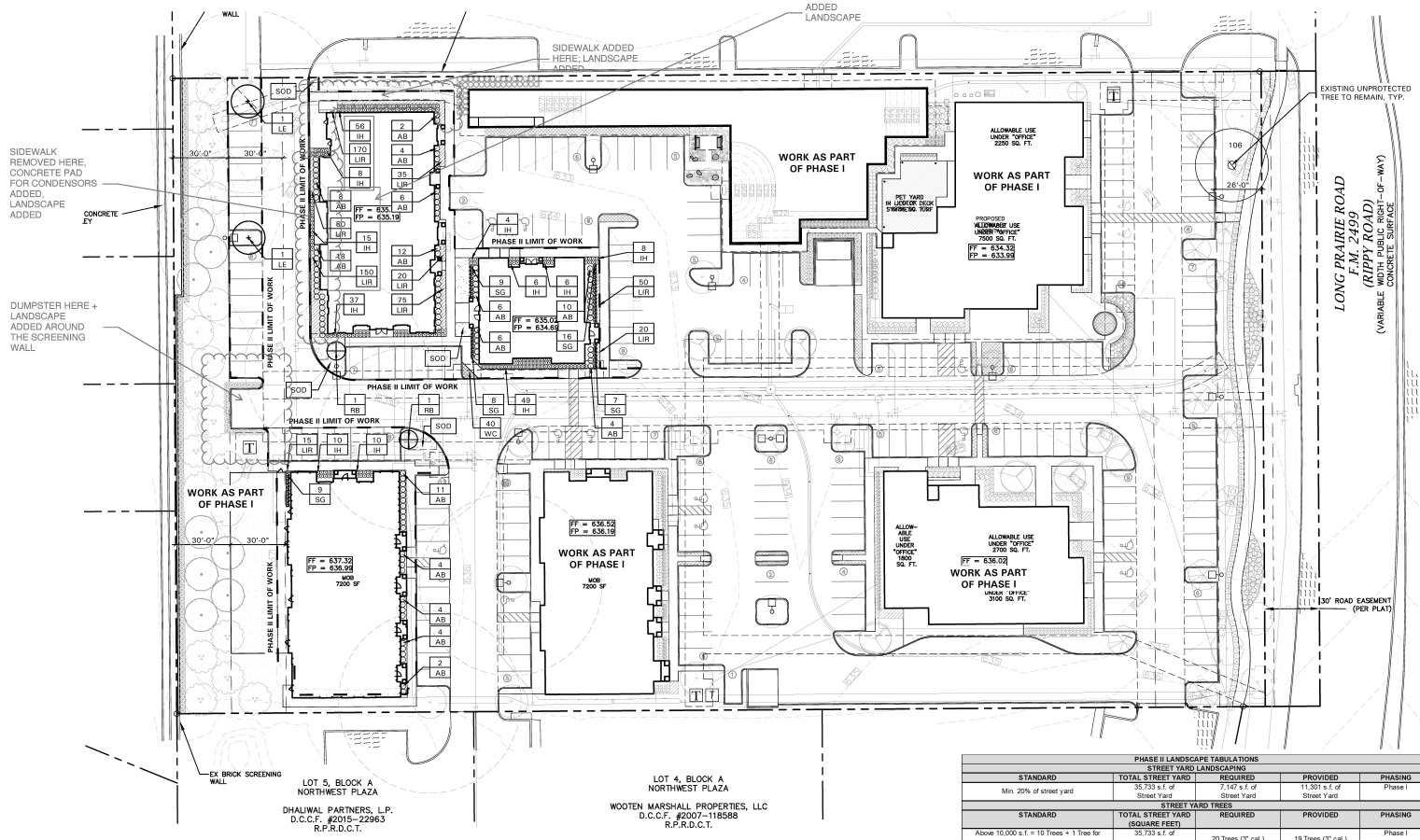
APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT B - CONCEPT LANDSCAPE PLAN



The Following Plat/Graphic
Case Number ASP23-0068
Was Administratively Approved
On Date 12/11/2023

PLANT LIST - PHASE II

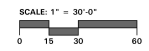
SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
LE	<i>Ulmus parviflora</i> 'Temperovirens'	Leobach Elm	2	3" cal.	container grown, 12" ht., 4" spread, 4" branching ht., matching
RB	<i>Cercia canadensis</i> 'Oklahoma'	Oklahoma Redbud	2	3" cal.	container grown, 8" ht., 4" spread min.
AB	<i>Shrub: Groundcover</i> <i>Abelia grandiflora</i> 'Edward Goucher'	Dwarf Abelia 'Edward Goucher'	101	5 gal.	container full, 24" spread, 36" o.c.
IH	<i>Raphiolepis indica</i> 'Clara'	Indian Hawthorne 'Clara'	209	5 gal.	container full, 20" spread, 24" o.c.
LIR	<i>Liriodendron</i> 'Big Blue'	Liriodendron 'Big Blue'	565	4" pots	container full top of container, 12" o.c.
SG	<i>Salvia greggii</i> 'Red'	Salvia Greggii 'Red'	49	5 gal.	container full, 20" spread 24" o.c.
WC	<i>Eucymia fortunei</i> 'Coloratus'	Wintercreeper	40	4" pots	container (3) 12" runners min., 12" o.c.
SOD	<i>Cynodon dactylon</i>	Common Bermudagrass			refer to notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

PHASE II LANDSCAPE TABULATIONS				
STREET YARD LANDSCAPING				
STANDARD	TOTAL STREET YARD	REQUIRED	PROVIDED	PHASING
Min. 20% of street yard	35,733 s.f. of Street Yard	7,147 s.f. of Street Yard	11,301 s.f. of Street Yard	Phase I
STREET YARD TREES				
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED	PHASING
Above 10,000 s.f. = 10 Trees + 1 Tree for every 2,500 s.f. over 10,000 s.f.	35,733 s.f. of Street Yard	20 Trees (3" cal.)	19 Trees (3" cal.)	Phase I
STREET BUFFER LANDSCAPING				
STANDARD	REQUIRED BUFFER WIDTH	PROVIDED	PHASING	
FM 2409	25 ft.	25 ft.	Phase I	
STREET BUFFER TREES				
STANDARD	STREET BUFFER (LINEAR FEET)	REQUIRED	PROVIDED	PHASING
1 per 30 l.f.	FM 2409 = 348 l.f.	12 Trees (3" cal.)	10 Trees (3" cal.)	Phase I
PARKING AREA LANDSCAPING				
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED	PHASING
90 s.f. per 12 spaces	202 Parking Spaces	1,515 s.f.	8,507 s.f.	Updated with Phase II
PARKING AREA TREES				
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED	PHASING
1 per 10 parking spaces	202 parking spaces	21 trees (3" cal.)	24 trees (3" cal.)	Updated with Phase II
*** All parking spaces to be located within 50 ft. of Parking lot line. *** 30% of the required parking lot trees can be small trees.				
PARKING AREA SCREENING				
STANDARD	Landscaping berm or screening shrubs	PROVIDED	PHASING	
All head parking to be screened from street view	7 ft. Screen	Screening shrubs (3" ht.)	Phase I	
COMPATIBILITY BUFFER LANDSCAPING				
STANDARD	Square Footage	REQUIRED	PROVIDED	PHASING
30 ft. Compatibility Buffer Along West Rte. Adj.	Not Applicable	30 ft.	30 ft.	Phase I
One Shade Tree per 400 s.f. of Comp. Buffer	10,435 s.f.	26 Trees (3" cal.)	26 Trees	Phase I
Min. 6" Maturity Wall	Not Applicable	6 ft.	6 ft. masonry wall	Phase I
Underside Screening Plants	Not Applicable	6" Screening Shrubs	6" Screening Shrubs	Phase I
60 ft. Compatibility Buffer Setback	Not Applicable	60 ft.	60 ft.	Phase I

NOTE: ANY TOWN IRRIGATION WITHIN THE R.O.W. THAT MAY BE DAMAGED DURING CONSTRUCTION IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR PRIOR TO ACCEPTANCE OF THE SITE AND/OR C/O

REVIEWED
TOWN OF FLOWER MOUND
Relined for Construction
Date: _____
Town of Flower Mound
Engineering Services Division



11/29/2023 : CLOUDS ADDED TO ILLUSTRATE CHANGES FROM CURRENT SITE PLAN

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS PROVIDED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 3% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. LEAK AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION AND WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM FINISHES AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WAYS HAVE BEEN CUT.
- ALL LAWN AREAS SHALL BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING TOP JOINTS BY HAND WITH TOPSOIL TO FILL IN.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS. SOD AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.



4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office



3901 Long
Prairie Road
Phase 2
PRAIRIE PLAZA
Flower Mound, Texas

Project Number: 16055
Issue Date: 04.03.19
Drawn By: NAY
Checked By: KAH

Revisions	Date	Detail
2.	06/01/20	Coordination
3.	07/06/20	Town Comments
4.	09/25/20	Town Comments
5.	12/02/21	Town Comments
6.	02/07/23	Coordination
7.	03/06/23	Town Comments
8.	11/09/23	Owner Revisions

Sheet Title:

LANDSCAPE
PLAN

Sheet Number:

L1.01

EXHIBIT C - CONCEPT ELEVATIONS



NORTH ELEV.

The Following Plat/Graphic

Case Number, ASP23-0004

Was Administratively Approved

On Date 03/14/2023



EAST ELEV.



WEST ELEV.

EXTERIOR FINISH MATERIAL SCHEDULE

MATERIAL	MANUFACTURER	PRODUCT NO.	DESCRIPTION
ROOF	AR	Timberline Weathered Wood	Asphalt Shingles
TRIM / FASCIA	James Hardie & Co.	Hardie Trim Board	Pre-finished trim and fascia
BRICK	AR	Local Heritage Brick	Brick
STONE	James Hardie & Co.	Hardie Stone	Manufactured Stone
SD NG / PANEL	James Hardie & Co.	Hardie Siding / Panel	Siding & Panel (Soffits)
WINDOWS	Profa	Insulated Window	Windows (Double Pane)
ENTRY DOORS	Profa	Insulated Entry Door	Entry Doors
GLASS DOORS	Profa	Insulated Glass Door	Glass Doors

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SOUTH ELEV.

ELEVATIONS - MATERIAL CALCULATION TABLE				
BUILDING 4 - OFFICE BUILDING - PHASE II				
	SOUTH*	EAST*	WEST*	
TOTAL FACADE SQUARE FOOTAGE:	304	318	777	735
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	888	801	651	609.5
DOORS AND WINDOWS SQ. FT.	136	117	126	125.5
PRIMARY MASONRY TOTALS (SQ. FT.)	89.39%	100.00%	99.39%	99.34%
BRICK SQ. FT.	535	555	637	387.5
STONE SQ. FT.	268	246	217	220
SECONDARY MASONRY TOTALS (SQ. FT.)	10.61%	0.00%	0.61%	0.66%
FIBERCEMENT (AKA HARD PLANK) SQ. FT.	49	0	2	2

*All numbers within the columns are in square feet (SQ. FT.) (1/16/23)

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



db constructors, inc.

PRAIRIE PLAZA
BUILDING 4
3913 LONG PRAIRIE ROAD



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

DATE: October 21, 2024
FROM: Melody Eby, Senior Economic Development Specialist
ITEM: **Public Hearing to consider approval of a Chapter 380 Agreement with FM Creamery LLC for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.**

BACKGROUND: The subject request relates to the proposed Chapter 380 Agreement between the Town and FM Creamery LLC, a locally owned company that will be opening up a Cold Stone franchise location. FM Creamery will be finishing out the approximate 1,188 square feet of space at 1450 Long Prairie Road.

The Town of Flower Mound adopted the last impact fee update in March 2021, and the Roadway Impact Fee Update had only identified five types of restaurants. Cold Stone would currently be categorized as a “fast food restaurant without drive-thru window.” These five restaurant types identified in the impact fee update, although not exhaustive, generally represent the predominate types of restaurants in Flower Mound. However, with the growth in fast casual restaurants in Town and around the nation, the fast casual category will be added to the Town’s next Roadway Impact Fee update (anticipated to begin next year).

The fast casual category has a lesser impact on transportation systems than a fast food restaurant without drive-thru window, because it generates about 57% of the daily traffic per 1,000 square feet as a fast food restaurant. Therefore, the proposed Chapter 380 Agreement provides for a one-time Impact Fee Grant in the amount of \$12,799.00. The grant amount is calculated based on Cold Stone Creamery's classification in the fast casual category; therefore, the amount is the difference in impact fees between that of a fast food restaurant (\$24,521.32) versus that of a fast casual restaurant (\$11,722.25).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: One-time, \$12,799.00 Impact Fee Grant

Proposed Expenditure/(Revenue)

\$12,799.00

Account Number(s):

100-600-57000-5320

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

ATTACHMENTS:

1. Cold Stone - Cost Benefit Analysis

2. FM Creamery LLC - Chapter 380 Agreement (FINAL)

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

Cold Stone Creamery-Benefit Analysis

Abatement/Grant Assumptions	%	
Real Property Tax	0%	For 7 yrs
Business Personal Property Tax	0%	For 7 yrs
Sales Tax	0%	Of the Town's 2% for 7 yrs
Building Permit Fees	0%	
Impact Fees	50%	

Benefit		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
+3% rate	Real Property Value	750,000	772,500	795,675	819,545	844,132	869,456	895,539	922,405	950,078	978,580	1,007,937	1,038,175	1,069,321	1,101,400	1,134,442	52,826
	Real Property Tax Revenue	2,840	2,925	3,013	3,104	3,197	3,293	3,391	3,493	3,598	3,706	3,817	3,932	4,050	4,171	4,296	
+1% rate	Business Personal Property Value	75,000	75,750	76,508	77,273	78,045	78,826	79,614	80,410	81,214	82,026	82,847	83,675	84,512	85,357	86,211	4,889
	Business Personal Property Tax Revenue	304	307	310	313	316	319	322	326	329	332	336	339	342	346	349	
+3% rate	Annual Taxable Sales	475,000	489,250	503,928	519,045	534,617	550,655	567,175	584,190	601,716	619,767	638,360	657,511	677,236	697,554	718,480	176,690
	Annual Taxable Sales Revenue	9,500	9,785	10,079	10,381	10,692	11,013	11,343	11,684	12,034	12,395	12,767	13,150	13,545	13,951	14,370	
	Building Permit Fees	1,500															
	Impact Fees	24,521															
Cost		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
0%	Real Property Tax Abatement	0	0	0	0	0	0	0									0
0%	Sales Tax Rebate	0	0	0	0	0	0	0									0
0%	Business Personal Property Rebate	0	0	0	0	0	0	0									0
0%	Building Permit Fee	0															0
50%	Impact Fee Grant	12,799															12,799
Analysis		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
	Benefit (total amount of all categories)	38,665	13,017	13,402	13,797	14,205	14,625	15,057	15,503	15,961	16,433	16,920	17,421	17,937	18,468	19,015	260,426
	Cost	12,799	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,799
	Net Benefit	25,866	13,017	13,402	13,797	14,205	14,625	15,057	15,503	15,961	16,433	16,920	17,421	17,937	18,468	19,015	247,627
	Net Benefit - Total Cost	13,067	26,084	39,486	53,283	67,488	82,113	97,171	112,673	128,635	145,068	161,988	179,409	197,345	215,813	234,828	
	Total Benefit- Total Cost	25,866	38,883	52,285	66,082	80,287	94,912	109,970	125,472	141,434	157,867	174,787	192,208	210,144	228,612	247,627	
	Breakeven	25,866	38,883	52,285	66,082	80,287	94,912	109,970	125,472	141,434							

**CHAPTER 380 AGREEMENT
BETWEEN
THE TOWN OF FLOWER MOUND &
FM CREAMERY LLC (COLD STONE CREAMERY)**

This Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the Town of Flower Mound, Texas (“**Town**”) and FM Creamery LLC, a Texas limited liability company (“**Owner**”). Town and Owner may sometimes hereafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, the Town has the authority under Article III, Section 52-a of the Texas Constitution and Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and enhancing business and commercial activity within the Town; and

WHEREAS, the Owner desires to lease the approximately 1,188 square feet of space in the building located at 1450 Long Prairie Road, Suite 120 for use as a Cold Stone Creamery franchise location; and

WHEREAS, the Owner has requested certain economic development incentives from the Town; and

WHEREAS, the Town has concluded and hereby finds that this Agreement in its entirety clearly promotes economic development in the Town, thereby increasing property values, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the Town and Owner.

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

The following words shall have the following meanings when used in this Agreement:

The terms “Agreement”, “Town”, “Owner”, “Party”, and “Parties” shall have the meanings provided above.

“CO Date” shall mean the date a certificate of occupancy is issued by the Town for the occupancy of the Leased Premises by Company.

“Company” shall mean the franchise, “Cold Stone Creamery”.

“Certificate of Occupancy” means the document issued by the Town to Owner certifying the Improvements’ compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“Effective Date” shall mean the last date this Agreement is executed by the Parties.

“Expiration Date” shall mean the date of payment of the Grant, unless sooner terminated as provided herein.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Facility” means the building located at 1450 Long Prairie Road, Flower Mound, Texas, 75028.

“Grant” means the Impact Fee Grant.

“Impact Fee Grant” means the grant from the Town in an amount equal to \$12,799.00 of the Town’s roadway impact fees paid by Owner and received by the Town, which are attributable to the construction of the Improvements.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or company governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Owner or any property or any business owned by the Owner within the Town.

“Improvements” shall mean the Cold Stone franchise and related amenities located on the Leased Premises.

“Leased Premises” shall mean approximately 1,188 square feet of space in the Facility.

“Payment Request” means a written request from Owner to Town for payment of the Impact Fee Grant, as the case may be, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Owner is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Person” means an individual, a corporation, partnership, limited liability company, association, trust, or other legal entity or organization.

“Related Agreement” means any agreement (other than this Agreement) by and between Town and Owner.

“Term” shall have the meaning assigned to such term in Section 2.2.

ARTICLE 2 PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Owner and the Improvements to the Town. The terms of this Agreement shall implement the program.

2.2 Term. The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3 OWNER OBLIGATIONS

As consideration for the Impact Fee Grant, the Owner agrees and covenants as follows:

3.1 Tenancy. Owner agrees that Company will continuously operate “Cold Stone Creamery” within the Improvements beginning on the date the Company receives a Certificate of Occupancy for the Improvements and continuing thereafter throughout the Term of this Agreement.

3.2 Good Standing. Owner shall not have an uncured breach or default of this Agreement or a Related Agreement.

ARTICLE 4 TOWN OBLIGATIONS

Subject to Owner’s continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Article, Town will be obligated to do the following:

4.1 Impact Fee Grant. The Town agrees to pay Owner the Impact Fee Grant within forty-five (45) days after: (i) the Owner receives a Certificate of Occupancy for the Improvements; and (ii) the Town’s receipt of a Payment Request.

- (i) Timely Payment Request. If Company shall fail to timely submit a Payment Request, then the Town will give Company written notice of Company’s failure to timely submit such request, and Company shall have thirty (30) calendar days calculated from the date on which such written is given in which to submit a Payment Request. Failure to timely submit a Payment Request for a given year within thirty (30) days after notice shall operate as a forfeiture of the Impact Fee Grant.

ARTICLE 5 TERMINATION; REPAYMENT; OFFSET

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Owner or Town, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Owner shall have become delinquent (provided, however, Owner retains the right to timely and properly protest and contest any such taxes or Impositions);
- (d) upon written notice by Town, if Owner suffers an Event of Bankruptcy or Insolvency; or
- (e) upon written notice by Owner or Town, if any subsequent Federal or State legislation or any final non-appealable judgment of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

5.2 Repayment.

- (a) Owner Repayment. In the event this Agreement is terminated by Town pursuant to Section 5.1 (b), (c), or (d), Owner shall within thirty (30) days of termination refund to Town: (i) an amount equal to the amount of the Impact Fee Grant that had been provided by Town to Owner prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, accruing from the Effective Date until paid; and (ii) all real property taxes abated under this Agreement.
- (b) Additional Remedies. Upon termination of this Agreement by Town, all taxes abated as a result of this Agreement shall become a debt to the Town as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The Parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. The Town shall have all remedies for the collection of the abated tax provided in the Texas Tax Code for the collection of delinquent property tax. The Town at its sole discretion has the option to provide a repayment schedule. The liquidated damages shall constitute a tax lien against the Real Property. Further, the liquidated damages shall incur penalties and interest as provided for

delinquent taxes in the Texas Tax Code and shall commence to accrue after expiration of the thirty (30) day payment period.

(c) Survival of Repayment Obligations. The repayment obligations of Owner set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Offsets. Town may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to Town from Owner, upon a 30 day notice, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due Town has been reduced to judgment by a court.

ARTICLE 6 MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Owner, in satisfying the conditions of this Agreement, is deemed to have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Town, to:

Town of Flower Mound, Texas
Attn: Economic Development Director
2121 Cross Timbers Rd.
Flower Mound, TX 75028

With a copy to:

Flower Mound Town Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If intended for Owner, to:

FM Creamery LLC
Attn: Bhasker Masna

1450 Long Prairie Road, Suite 120
RE: Ch 380 Agrmnt.- FM Creamery
LLC/Cold Stone Creamery

With a copy to: fmcreameryllc@gmail.com

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

6.7 Governing Law. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action concerning this Agreement must be in a court of competent jurisdiction in Tarrant County, Texas

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the balance of this Agreement will be deemed enforceable and must be read as if the Parties intended at all times to delete said invalid, illegal, or unenforceable provisions.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the Town.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination for such period of time. All other representations, warranties, covenants, and obligations shall expire.

6.14 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for indirect, special, consequential damages (including lost profits), or exemplary damages.

6.15 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts Town's ability to pay the Impact Fee Grant or otherwise extracts or imposes any penalty or other restriction upon the payment of the Impact Fee Grant, the Town will notify the Owner within 30 days, and such payment will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event Town shall be under no further obligation to Owner as of the effective date of such limitation or restriction and Owner shall not be obligated to repay or compensate Town for any prior benefits provided to Owner, unless required to do so by law or court order. Town shall not take any action to seek a legislative interpretation or file an original petition in any action seeking a judicial interpretation which would limit or restrict Town's ability to pay the Impact Fee Grant or otherwise extract or impose any penalty or other restriction upon the payment of the Impact Fee Grant. In any suit brought by a person not a Party to this Agreement, Owner shall have a reasonable time period to appeal any such judicial interpretation at its sole cost and expense and Town shall reasonably cooperate with any such appeals; provided, however, that Town is not obligated to become a party in any suit or expend any funds in cooperating with Owner.

6.16 Undocumented Workers. Owner certifies that Owner and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Owner or any of their branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Town notifies Owner of the violation.

6.17 Governmental Function. The Parties agree that this Agreement concerns tax collection and serves the public purpose of contributing to the retention or expansion of primary employment or to attraction of major investment in the Zone that would be a benefit to the Real Property. The Parties further agree this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

6.18 Attorney's Fees. If either Party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing Party in any final judgment or award agrees to pay the other Party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, on this ____ day of _____, 2024.

TOWN:

TOWN OF FLOWER MOUND, TEXAS

Cheryl Moore, Mayor

STATE OF TEXAS)

)

COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2024, Cheryl Moore, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on behalf of said Town.

Notary Public, State of Texas

OWNER:

FM Creamery LLC

By: _____

Name: Bhasker Masna

Title: Owner

STATE OF _____)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, the _____ of FM CREAMERY LLC.

Notary Public, State of Texas



TOWN COUNCIL AGENDA L.1. BOARDS/COMMISSIONS

DATE: October 21, 2024
FROM: Theresa Scott, Town Secretary
ITEM: **Discuss and consider appointing members to serve on the Outstanding Citizen Award selection committee.**

BACKGROUND: The [Outstanding Citizen Award](#) was created in 2014. Currently, there are seven (7) nominations for committee consideration. As applicable, recipients will be recognized at the December 16 Council meeting.

On October 7, Council provided direction to proceed with the current process for the committee structure, which includes nine Flower Mound residents, six individuals selected by the Town Council, with the Mayor's selection serving as Chair, and three leaders from Flower Mound non-profit organizations (Chamber, KFMB, Lions Club, Rotary—Noon & Cross Timbers, Summit Club, and Women of FM) serving on a rotational basis. The committee will review all applications and make the final selection in November/December.

The purpose of this item is for the mayor and each councilmember to select someone to serve on the Outstanding Citizen Committee, with the mayor's selection serving as a non-voting chair. The Town Secretary will contact representatives from the three non-profit organizations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: There's no need for a formal motion. The mayor and councilmembers each provide a committee member's name.