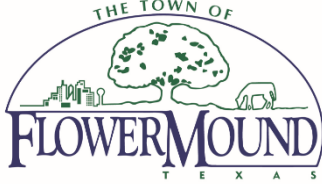


Town Council Regular Meeting



November 4, 2024

Town Hall

2121 Cross Timbers Road

Flower Mound, TX 75028

6:00 p.m.

In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with either a member of Town Council, staff, or consultant, participating by video conference. The public meeting location will be Flower Mound Town Hall, 2121 Cross Timbers Rd Flower Mound, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flowermound.gov or by calling 972.874.6005 and leaving a message.

AGENDA

A. CALL TO ORDER

B. INVOCATION

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

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

D. PRESENTATION(S)

1. Proclamation for the Elm Fork Chapter of the Texas Master Naturalist
2. Certificate of Recognition for Flower Mound High School's Global Challenge International Robotics competition
3. Proclamation for Hindu Heritage Month

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
4. Town named Scenic City of the year

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 18 - Regular Meeting
2. November 21 - Work Session
3. December 2 - Regular Meeting
4. December 16 - 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 10/21/24 - Consider approval of the minutes from a regular meeting held on October 21, 2024.
2. Timber Valley Dr. & Fairfield Ln. Reconstruction - Design Award - Consider approval of a Professional Services Agreement with Teague Nall and Perkins, Inc., for the design phase services associated with the Timber Valley Drive and Fairfield Lane Reconstruction project, in the amount of \$392,000.00; and authorization for the Mayor to execute the same on behalf of the Town.
3. Traffic Signal Monitoring Software - Consider approval of the purchase of the Traffic Signal Analytics Software, ClearGuide, for Traffic Signal Monitoring in the amount of \$209,800.00, under the BuyBoard Contract from Iteris, Inc., and authorization for the Mayor to execute same on behalf of the Town.
4. Cityworks Software Maintenance Renewal - Consider the approval of a three-year asset management software maintenance renewal with Cityworks LLC, a Trimble Company, in the amount of \$66,780; and authorization for the Mayor to execute same on behalf of the Town.
5. Pro Rata Agreement Juniper Street - Consider approval of a Pro-Rata Agreement between Hal Brown and the Town of Flower Mound for the construction of approximately 209 feet of 8-inch sanitary sewer line on the north side of Juniper Street, and associated apparatuses on Juniper Street in the Pecan Acres Addition; consider adopting an ordinance providing for said Pro-Rata Agreement; and authorization for the Mayor to execute same on behalf of the Town.

6. Public Park Naming Recommendation - Consider approval of naming the 97 acre public park located at 3900 Haynes Road as Samuel G. Tate Athletic Complex at Furst Ranch.

K. REGULAR ITEM(S)

1. Z24-0005 - Sunrise Circle Lot 7, Block 2 - Public Hearing to consider an ordinance amending the zoning (Z24-0005- Sunrise Circle Lot 7, Block 2) from Interim Holding (IH) uses to Single Family District-10 (SF-10) uses. The property is generally located east of Stonecrest Road and south of Sunrise Circle. (PZ recommended approval by a vote of 6 to 0 at its October 28, 2024, meeting.)
2. MPA24-0004 - Watermere at Flower Mound Phase II - Public Hearing to consider an ordinance amending the Master Plan (MPA24-0004 – Watermere at Flower Mound Phase II) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Office uses to High Density Residential uses. The property is generally located south of Dixon Lane and west of Whyburn Drive. (PZ recommended approval by a vote of 6 to 0 at its October 28, 2024, meeting.)
3. ZPD24-0005 - Watermere at Flower Mound Phase II - Public Hearing to consider an ordinance amending the zoning (ZPD24-0005 – Watermere at Flower Mound Phase II) by replacing Tract 1 of Planned Development District No. 167 (PD-167) with Office District uses with a new Tract 1 of Planned Development District No. 167 (PD-167) with Age-Restricted, High Density Residential uses, with certain modifications to the Code of Ordinances including but not limited to a modification to Section 82-242 “Street buffer landscaping” and a modification to Section 94-62 “Street buffer trees” of the Town’s Code of Ordinances. The property is generally located south of Dixon Lane and west of Whyburn Drive. (PZ recommended approval by a vote of 6 to 0 at its October 28, 2024, meeting.)
4. 2027 Pierce Aerial Quint Fire Apparatus - Consider approval of the purchase of a 2027 Pierce Customer Enforcer Aerial Quint for Fire and Emergency Services Department from Siddons Martin Emergency Group in the amount of \$1,641,746.00 and authorization for the Mayor to execute same on behalf of the Town.
5. Property Exchange - Consider a resolution authorizing the sale of approximately 23 acres of Town property located at 10300 Dunham Road in consideration for the transfer of title to an approximately 97-acre parcel of land to the Town at 3900 Haynes Road for future recreational purposes, both properties being located within the Town’s Tax Increment Reinvestment Zone No. 2.
6. FY 24-25 Strategic Plan - Consider approval of the FY 24-25 Strategic Plan for the Town of Flower Mound.

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.

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.
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.

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: November 1, 2024, at 9:50 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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

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

Town Council Regular Meeting



October 21, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

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

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
Meg Jakubik, Director of Budget Services
Ray Watson, Director of Economic Development
Chuck Jennings, Director of Parks and Recreation

B. INVOCATION

Chaplain Liles gave the invocation.

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

Mayor Moore led the pledges.

D. PRESENTATION(S)

1. Arts Month Proclamation

Mayor Moore recited and presented the proclamation to Parks and Recreation staff and Cultural Arts Commission members.

E. 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.	Kristy Anderson, 1815 Chestnut Ct with donated time from Jane Gray, 3300 Druid Way	Creation of a substance use and mental health board.
2.	Greg Crews, 3300 Druid Way	Mental health and substance-use awareness.

F. ANNOUNCEMENTS

Mayor Moore or members of Council had announcements regarding:

- Fantacular campout
- Diwali
- Halloween events
- Voting
- Meals on Wheels fundraiser

G. TOWN MANAGER'S REPORT

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

a. Employee Recognition

Mr. Childers and Mayor Moore recognized the following employees for their service milestone Town anniversary:

- Kimberly Cheek, Parks and Recreation
- Captain Kirk Lambert, Fire Department

Mr. Childers also recognized Assistant Chief Wendell Mitchell for his years of service.

4. Arbor Day and Colony Park Tree Planting Project
Mr. Childers announced two Arbor Day projects.

H. FUTURE AGENDA ITEM(S)

There were future agenda requests for the following topics:

- possibility of introducing a microchip scanning station for lost dogs
- Consolvo street improvements due to the street size and access constraints
- committee for public safety and mental health (to coincide with the discussion on the use of funds received from the Opiod settlement)

There was Council consensus to have a discussion on the above topics.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all members plan to be in attendance at the following meetings:

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

J. CONSENT ITEM(S)

ACTION: Chris Drew moved to approve consent items J. 1 - 8 as presented in the agenda caption. Adam Schiestel seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 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.
ORDINANCE 42-24

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.

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.
ORDINANCE 48-24

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.

ORDINANCE 47-24

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.

ORDINANCE 43-24

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.

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.

ORDINANCE 44-24

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.

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. ACSC Presentation - Presentation regarding the Atmos Cities Steering Committee.

Councilmember Werner recused herself for participation on this item.

Ms. Jakubik introduced Thomas Brocato, Principal for Lloyd Gosselink Rochelle & Townsend, P.C., who gave a presentation on the Atmos Cities Steering Committee (ACSC) and the negotiation and rate-setting process and responded to questions from Council regarding:

- history of gas regulation
- the role of cities in the regulatory process
- Atmos Cities Steering Committee (ACSC) purpose, composition, and benefit
- Gas Reliability Infrastructure Program (GRIP)
- Rate Review Mechanism (RRM)
- Atmos Mid Texas base rate comparison
- residential customer cost
- industrial consumer use

and he responded to questions or comments from Council regarding:

- rising utility costs and the possibility of legislative involvement regarding GRIP
- legislative advocacy
- rate comparisons - residential, commercial, and industrial
- negotiation process and cost allocation (higher percentage increase for residential)

- transparency and cost calculations
- disconnect between revenue and investment assumptions for rates

This item was informational only. No Council action was required or taken.

2. Flower Mound Chamber of Commerce annual update - Flower Mound Chamber of Commerce annual update.

Mr. Watson provided background information on the item. Lori Walker, President of the Flower Mound Chamber, gave a presentation identifying or noting:

- chamber mission
- video and proclamation from Governor Abbott
- accreditation
- Flower Mound businesses at a glance, including job creation, community development, tax revenue
- chamber initiatives
- business directory
- goals - leadership and governance, value - business partnerships, growth - stewardship/prosperity

Several members of Council expressed appreciation for the work of the Chamber.

This item was for informational purposes. No action was required or taken.

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.

Mr. Zagurski provided background information on the item and introduced John Martin, Hilltop Securities, who pointed out the purpose and process associated with tax notes, and he, or Mr. Zagurski responded to questions from Council regarding why it was important for the Town to take on the short-term debt this year.

ACTION: Adam Schiestel moved to approve K.3. as presented in the agenda caption. Brian Taylor seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

ORDINANCE 46-24

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.

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
Mr. Jennings gave a presentation identifying or noting:

- Gerault Park LED retrofit purpose, plan, cost, warranty
- site aerial identifying the fields where the lights will be replaced
- project budget
- project schedule

and he responded to questions from Council regarding:

- cost and manufacturer comparison
- ball-tracking technology
- parking lot lights

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

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.)

Ms. Murphy gave a presentation identifying or noting

- general and detailed location
- land use and zoning
- SUP site plan
- SUP conditions

and she responded to questions regarding:

- indoor recreation use definition
- hours of operation

Applicant Presentation

Reagan Bluth

Mr. Bluth responded to questions or comments from Council regarding

- alcohol consumption (byob)
- facility layout
- membership structure

Mayor Moore opened the public hearing at 8:08 p.m. No one spoke. Mayor Moore closed the public hearing at 8:08 p.m.

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

ORDINANCE 45-24

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY 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.

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.

Mr. Watson gave a presentation identifying or noting:

- site information
- incentives

- cost-benefit analysis

and he responded to questions or comments from Council regarding:

- intention of impact fee

Mayor Moore opened the public hearing at 8:13 p.m. No one spoke. Mayor Moore closed the public hearing at 8:13 p.m.

ACTION: Ann Martin moved to approve K.6. as presented in the agenda caption. Janvier Werner seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

L. BOARDS/COMMISSIONS

1. Discuss and consider appointing members to serve on the Outstanding Citizen Award selection committee.
 Mayor Moore summarized the purpose of the item. Mayor Moore and members of Council nominated the following individuals to serve on the Outstanding Citizen Committee:

Werner: Gayle David
 Schiestel: Beth Soderberg
 Moore: Curney Pruitt
 Martin: Stacey Langley
 Drew: Deborah Fitzpatrick
 Taylor: Scott Morgan (Chair)

M. CLOSED MEETING

Mayor Moore announced that the Town Council is convening into a closed meeting at 8:15 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. Consultation with Town Attorney.
 - a. 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.

ACTION: Chris Drew moved to authorize staff to purchase property at 2311 Aberdeen Drive as a future site for a new fire station no. 3 and to negotiate for the purchase of the property and authorization of the Town Manager or his designer to close on the property and to pay all costs associated with said closing in addition to the purchase price of the property and to execute all necessary documents at closing on behalf of the Town. Adam Schiestel seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

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

ACTION: Ann Martin moved to approve adjustments to the Town Manager's contract per the discussions in closed session. Brian Taylor seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

N. RECONVENE

The Town Council reconvened into an open meeting at 11:39 p.m., to take action on the above items.

O. ADJOURN

Mayor Moore adjourned the meeting at 11:40 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: November 4, 2024

FROM: Dale Crown, Senior Project Engineer

ITEM: **Consider approval of a Professional Services Agreement with Teague Nall and Perkins, Inc., for the design phase services associated with the Timber Valley Drive and Fairfield Lane Reconstruction project, in the amount of \$392,000.00; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: The project consists of reconstruction of Timber Valley Drive from Cross Timbers Road (FM 1171) to River Oaks Drive, Fairfield Lane from Timber Valley to Summer Trail, and Timber Valley Circle. The project will include replacement of the roadway, sidewalks, existing sewer mains, and existing water lines. The estimated construction cost prior to design is \$5,600,000.

The scope of the Professional Services Agreement includes the preparation of design plans, contract specifications, construction cost estimates and record drawings.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The existing streets have experienced pavement failures. The existing water and sewer lines have had past maintenance issues. A decision not to approve the Professional Services Agreement would result in pavement failures worsening over time and continued maintenance issues with the existing water and sewer lines.

FISCAL IMPACT: \$392,000.00

Proposed Expenditure/(Revenue)
\$392,000.00

Account Number(s):
316-560-78046-6160

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

ATTACHMENTS:

1. PSA - Timber Valley and Fairfield Recon
2. Form 1295

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
TEAGUE NALL AND PERKINS, INC.**

This contract is entered into on this 4th day of November, 2024, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Teague Nall and Perkins, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 3200 South Interstate 35E, Suite 1129, Denton, Texas 76210.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Timber Valley Drive and Fairfield Lane Reconstruction project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Three Hundred Ninety-Two Thousand and No/100 Dollars (\$392,000.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flowermound.gov

The following policies and coverage shall be required:

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

each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX.
Notice Information

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

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

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

Christopher Hartke, P.E.
Principal in Charge
Teague Nall and Perkins, Inc.
3200 South Interstate 35E, Ste. 1129
Denton, Texas 76210
940-205-4409 Telephone
chartke@tnpinc.com Email

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

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal

laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[Signature Page to Follow]

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

CONSULTANT: **THE TOWN OF FLOWER MOUND, TEXAS**
TEAGUE NALL AND PERKINS, INC.

By: Christopher Hartke

By: _____

Name: Christopher Hartke

Name: _____

Title: Director of Engineering Services

Title: _____

Dated: 10/1/2024

Dated: _____

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Timber Valley Drive and Fairfield Lane Reconstruction

TNP PROJECT NUMBER: FMD _____

CLIENT: Town of Flower Mound, TX
ADDRESS: 2121 Cross Timbers Road
Flower Mound, TX 75028

The Town of Flower Mound (the **CLIENT**) hereby requests and authorizes Teague Nall and Perkins, Inc. (the **CONSULTANT**) to perform the following services:

Article I

SCOPE: Provide engineering, SUE, and surveying services for the preparation of construction plans and bid documents to reconstruct and improve Timber Valley Drive from Cross Timbers Road (FM 1171) to River Oaks Drive, Fairfield Lane from Timber Valley to Summer Trail, and Timber Valley Circle. The project will include reconstruction of the roadway, sidewalks, existing sewer mains, and existing water lines.

The project includes the following tasks:

Task Description:.....	Page#
Task 1: Topographic Design Survey	7
Task 2: Subsurface Utility Engineering	7
Task 3: Construction Plans & Bid Documents.....	10
Task 4: Stakeholder Meetings.....	12
Task 5: Utility Coordination	12
Task 6: Bid Support.....	12
Task 7: Construction Support.....	12

A detailed scope of services is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION to be on the basis of the following:

- A. The **CONSULTANT's** compensation for Basic Services included in Attachment 'A' shall be based on a Total Fee of **\$392,000.00**, which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, airfare, and lodging. Payment to the **CONSULTANT** shall be due in monthly installments based on the **CONSULTANT's** estimate of the percentage of the contract completed during the billing period. A schedule of fees is included as Attachment 'B'.
- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the **CONSULTANT** to other entities shall be invoiced at 1.10 times actual cost.

- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. A partial list of additional services is included as Attachment 'A-1'.

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis, as described above.

Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'C' Standard Rate Schedule. A fee equal to 3% of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.

- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.
- E. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'C-1'.

Article III

SCHEDULE: The proposed services will begin within 14 calendar days of authorization to proceed. A project schedule is included as Attachment 'D' and made a part hereto.

Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.



TNP Firm Registrations
Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601
Texas Board of Architectural Examiners Firm No. BR 2673

Project Name: Timber Valley Drive and Fairfield Lane
Client: Town of Flower Mound
TNP Project #: FMD _____

Date: 9.26.2024

ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

Teague Nall and Perkins, Inc., (TNP) will render the following professional services necessary for the development of the project:

Section 1: Detailed Scope of Services

Task 1: Topographic Design Survey

The CONSULTANT will provide all office and field work necessary to perform a Topographic Design Survey for the reconstruction of Timber Valley Drive, Timber Valley Circle, and Fairfield Lane. The survey will include approximately 3,200 linear feet of Timber Valley Drive between Cross Timbers Road (FM 1171) and River Oaks Drive, approximately 200 linear feet of Timber Valley Circle and approximately 500 linear feet of Fairfield Lane between Timber Valley Drive and Summer Trail.

The Topographic Design Survey will identify topography (one-foot contours), visible features and above ground improvements including pavement, curbs, structures, fences, sidewalks, utilities, valves, manholes, hydrants, inverts, and other pertinent features within the project area as necessary for project design. The survey limits will include the entire right-of-way for Timber Valley Drive, Timber Valley Circle and Fairfield Lane and extend approximately 50 feet beyond each crossing intersection and/or alleyway. Horizontal and vertical control points will be established at strategic locations within or near the project area for use during the design and construction phases of the project. Boundary surveys, exhibits, legal descriptions and/or signed sealed survey documents are not included in the scope of the services proposed herein.

All survey information provided by the CONSULTANT will be referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to NAVD88 datum as derived from RTK observations. Orthometric heights will be calculated by applying the Geoid 12B model to ellipsoid heights.

The CONSULTANT will perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

DELIVERABLES:

Base file prepared in AutoCAD Civil 3D format for in-house design purposes only.

Task 2: Subsurface Utility Engineering

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

- a. Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-"B", for the following areas:

Project Name: Timber Valley Drive and Fairfield Lane
Client: Town of Flower Mound
TNP Project #: FMD _____

Date: 9.26.2024

- i. Timber Valley Dr existing right of way from the south curb line of Cross Timbers Rd to the south curb line of River Oaks Drive
- ii. All alleys and side streets that intersect with Timber Valley Dr from Cross Timbers Rd to River Oaks Drive from the intersection from the center line of Timber Valley Dr a distance of 50'
- iii. Fairfield Ln from the west curb line of Summer Trail to Timber Valley Dr.
- iv. Timber Valley Circle from Timber Valley Drive to End

This work will include:

b. Quality Level D

- i. Conduct appropriate investigations (e.g., owner records, County/Town records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- ii. Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- iii. Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.
- iv. Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

c. Quality Level C (includes tasks as described for Quality Level D)

- i. Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.
- ii. Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
- iii. Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a professional surveyor. If previously surveyed, check survey data for accuracy and completeness.
- iv. The survey will also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
- v. Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- vi. Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
- vii. Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- viii. Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.

d. Level B (includes tasks as described for Quality Level C)

- i. Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
- ii. Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
- iii. Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.
- iv. Resolve differences between designated utilities and utility records and surveyed appurtenances.

- v. Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.
- vi. As an alternative to the physical marking of lines, the CONSULTANT may, with TOWN's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.
- e. Level A
 - i. Expose and locate utilities at specific locations.
 - ii. Tie horizontal and vertical location of utility to survey control.
 - iii. Provide utility size and configuration.
 - iv. Provide paving thickness and type, where applicable.
 - v. Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.
- f. Assumptions
 - i. Up to Six (6) Level A test holes are included.
 - ii. Surveying of overhead utilities is not included in this scope of services.
- g. Deliverables
 - i. Electronic Base Map prepared in AutoCAD – Civil 3D format.
 - ii. Drawing of the project layout with dimensions and coordinate list.

GENERAL UNDERSTANDING:

The following represents the general understanding between the Client and Engineer regarding the basis and limitations under which these subsurface utility designating and locating services are provided:

- a. These services will be conducted and provided in general compliance with CI/ASCE 38-22 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
 - i. Quality Level D (QL-D) - Generally QL-D indicates information collected or derived from research of existing records and/or oral discussions.
 - ii. Quality Level C (QL-C) - Generally QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-D information. Incorporates QL-D information. (Limited in this scope, this scope is to cover underground utility crossings)
 - iii. Quality Level B (QL-B) - Generally QL-B, also known as “designating” indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-D & QL-C information.
 - iv. Quality Level A (QL-A) - Generally QL-A, also known as “locating,” indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-D QL-C & QL-B information.
- b. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities to allow potential utility conflicts to be minimized or eliminated.
- c. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-22 by exercising due diligence regarding records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.

- d. Facilities that are discovered through field investigative efforts by the Engineer, but no plan records or ownership data can be identified will be hereafter referred to as unknown. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
- e. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
- f. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
- g. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
- h. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any excavation, grading and/or construction within the project site.

Task 3: Construction Plans & Bid Documents

The CONSULTANT will develop construction plans for the roadway improvements based on the survey, SUE data, and applicable Town requirements. The overall objective of the project is to reconstruct the roadway and utilities to replace aging infrastructure. The project will include plans for reconstruction of the existing roadways, water lines, and sewer mains. The plans will include a drainage area map and runoff calculations for the purpose of determining street and inlet flow capacities, but design of drainage improvements is limited to adding inlet or lengthening inlets at the existing inlet locations. Existing storm drain capacities will not be analyzed since the project will not include additional impervious area or improvements to the underground system.

Project Management:

The CONSULTANT will manage the work outlined in this scope to ensure efficient and effective use of CONSULTANT's and Town's time and resources. CONSULTANT will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the Town's Project Manager and others as necessary to make progress on the work. This task will more specifically include the following:

- a. Managing the Team:
 - i. Lead, manage, and direct design team activities.
 - ii. Ensure Quality Control / Quality Assurance (QC/QA) is practiced in performance of the work.
 - iii. Communicate internally among team members.
 - iv. Task and allocate team resources.
- b. Communications and Reporting:
 - i. Attend a pre-design project kickoff meeting with Town staff to confirm and clarify scope, understand Town objectives, and ensure economical and functional designs that meet Town requirements.

Project Name: Timber Valley Drive and Fairfield Lane
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TNP Project #: FMD _____

Date: 9.26.2024

- ii. Attend one constructability review meeting with Town representatives, including Traffic Management, at the 60% submittal milestone.
- iii. Conduct and document monthly project update meetings with Town Project Manager
- iv. Conduct review meetings with the Town at the end of each design phase.
- v. Conduct QC/QA reviews and document those activities.
- vi. Prepare invoices, in accordance with **Attachment B** to this Standard Agreement and submit monthly in the format requested by the Town.
- vii. Prepare and submit baseline Project Schedule initially, and Project Schedule updates according to the master project schedule in **Attachment C**
- viii. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.

c. **ASSUMPTIONS**

- i. 1 pre-design project kickoff/chartering meeting
- ii. 1 constructability review meeting during design
- iii. 12 monthly project update meetings during design phase
- iv. 3 plan review meetings
- v. All submittals to the Town will be quality checked prior to submission.
- vi. Project design phase is anticipated to take 12 months.
- vii. Project construction phase is anticipated to take approximately 12 months.

Construction Plans: Construction Plans will more specifically include the following elements:

- a. Street paving:
 - i. Cover sheet.
 - ii. General notes and proposed typical sections for main lanes and turn lanes.
 - iii. Paving plan and profiles showing horizontal and vertical designs. The general intent for the profile design will be to match existing curb elevations but will consider feasible minor profile changes to improve areas that currently exhibit ponding.
 - iv. Design for transitions as required to tie into existing paving as needed.
 - v. Sidewalk replacements and ADA ramps throughout except areas that have been recently reconstructed to current ADA and PROWAG guidelines.
 - vi. Limited signage replacements, such as stop signs and speed limit signs.
 - vii. TDLR review is expected and included in the scope. The Town will be responsible for the TDLR review fees according to Article II above.
 - viii. Special details.
 - ix. Paving details.
- b. Drainage plans:
 - i. Drainage area maps.
 - ii. Drainage calculations, limited to runoff calculations, inlet flow capacities, and street flow capacities.
 - iii. If required, storm drain plans will be limited to the replacement of existing storm drain leads immediately adjacent to the design roadways to facilitate the reconstruction of existing inlets.
- c. Water plans:
 - i. Identify locations of existing water mains, appurtenances, and services for approximately 4,500 linear feet of existing water lines.
 - ii. Includes new connections across Timber Valley to side streets.
 - iii. Develop alignment to comply with TCEQ requirements for separation from sewers.
 - iv. Design details for crossings of sewers and other utilities if required.
 - v. Prepare detail sheets for water.
- d. Wastewater plans:
 - i. Identify locations of existing sanitary sewer mains, manholes, and services for approximately 3,700 linear feet of existing sewer lines.

- ii. Develop horizontal design to eliminate existing curved alignment between manholes and ensure necessary consideration is given to the profile effects of the alignment changes.
- iii. Design profiles for sanitary sewer replacements.
- iv. Check crossings of other utilities to avoid conflicts
- v. Prepare detail sheets for sanitary sewers.
- e. Restoration.
 - i. Restoration will be sodding and will be shown and noted in the paving plans.
 - ii. The contractor will be required to preserve and protect any existing trees in the ROW.
 - iii. All disturbed areas within the project will be restored by sodding.
 - iv. No landscaping or irrigation plans will be prepared.
 - v. Design or replacement of existing monument signage is not included.
 - vi. No tree plantings are included.
- f. Project Manual
 - i. The project will be advertised for bids and the contract awarded by the Town.
 - ii. The project manual will be based on front-end contract documents provided by the Town.
 - iii. Technical specifications will refer to NCTCOG standard specifications and TxDOT specifications.
 - iv. Bid proposal quantities will be provided in Flower Mound standard format.
- g. Opinion of Construction Cost
 - i. The CONSULTANT will provide opinions of cost at each deliverable phase of the project in order to help the Town determine the best options to accomplish the project.

The preparation of the construction plans will include submittals according to the deliverables listed below and the timeline for the project will be according to the schedule provided in **Attachment C**.

Deliverables:

TNP will provide the following deliverables:

- a. Schematic Plans (30%):
 - i. Preliminary roadway plans and typical sections
 - ii. Side street and alley connections
 - iii. Preliminary sewer and water layouts
 - iv. Opinion of construction cost
- b. Preliminary Plans (60%):
 - i. Preliminary construction plans for all project elements
 - ii. Standard details
 - iii. Preliminary technical specifications
 - iv. Opinion of construction cost
- c. Prefinal Plans (90%):
 - i. Prefinal construction plans for all project elements
 - ii. Standard details
 - iii. Project specific details
 - iv. Prefinal project manual and technical specifications
 - v. Opinion of construction cost
- d. Bid Documents (100%):
 - i. Sealed Construction Plans
 - ii. Opinion of Construction Cost
 - iii. Project Manual (Contract documents and technical specification)

The bid documents will include technical specifications, estimated quantities, instructions to bidders regarding insurance and bonds, maps identifying the streets to be rehabilitated, and plans and details as necessary to convey the intent of the work. The CONSULTANT will prepare an Opinion of Probable Construction Cost based on the proposed improvements.

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Task 4: Stakeholder Meetings

The CONSULTANT will attend and participate in one stakeholder meeting, organized and scheduled by the CLIENT, to present the project to neighborhood stakeholders. This effort includes the production of up to three copies of a project strip map and up to three TNP staff members to attend each meeting and assist with answering questions and fielding feedback from stakeholders at the meeting.

Task 5: Utility Coordination

The CONSULTANT will assist the Town in coordinating with franchise utility owners by providing and distributing utility notification plans, attending utility coordination meetings, and maintaining communications with utility companies as needed to reduce or eliminate utility conflicts during the construction phase of the project.

This task will be billed at HOURLY rates according to Attachment 'C' and will be as directed by the Town.

Task 6: Bid Support

The CONSULTANT will provide electronic versions of the bid documents for use in bidding, award of contracts and construction. The Town will be responsible for advertisement for bids and for dispersing all plans and specifications to prospective bidders. The CONSULTANT will provide technical support to the Town during the bidding and contract award phase by responding to questions and preparing or assisting with the preparation of addenda for distribution to prospective bidders. The CONSULTANT will provide a utility conflict matrix with the 60% submittal plans.

This task will be billed at HOURLY rates according to Attachment 'C' and will be as directed by the Town.

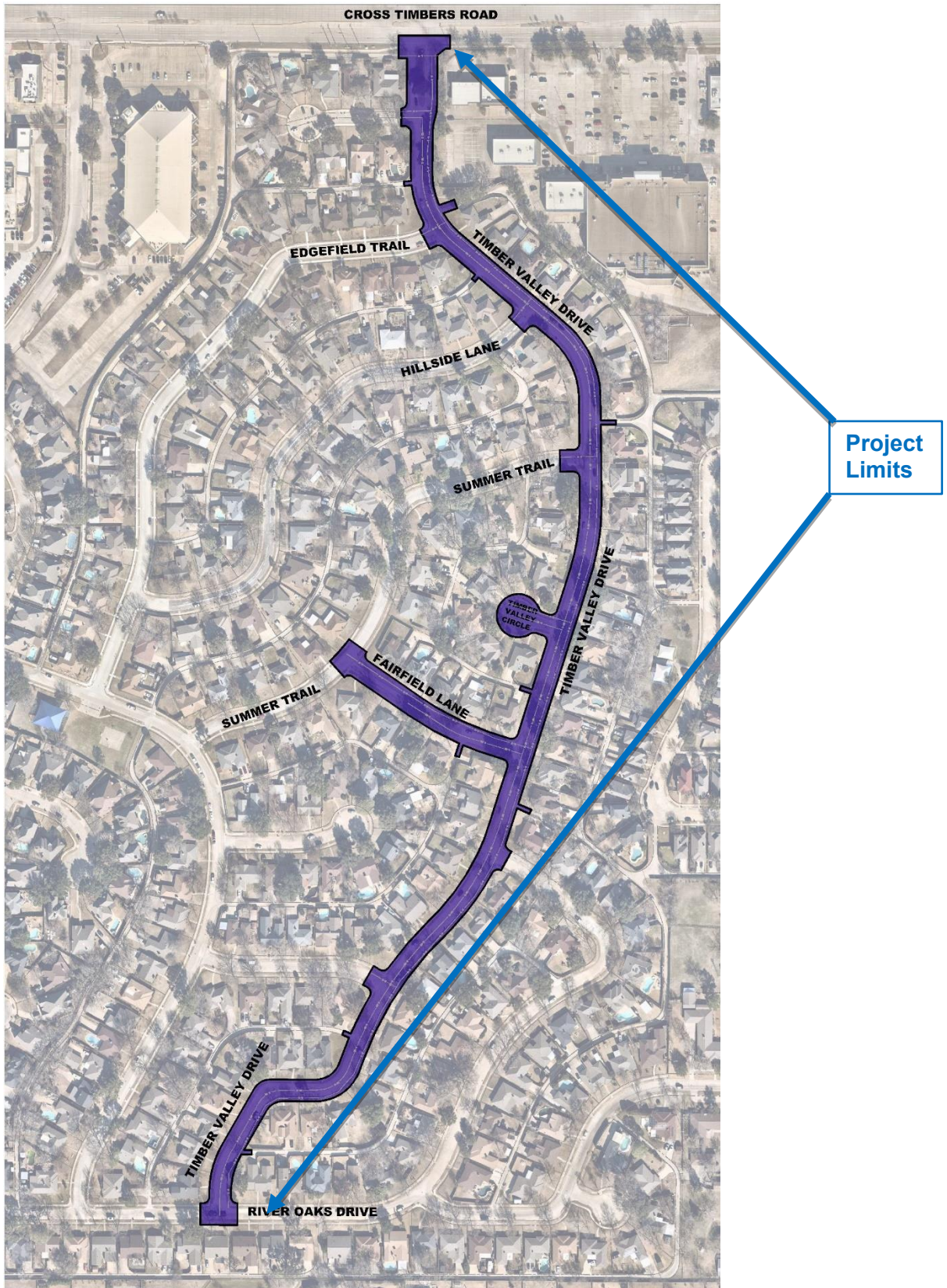
Task 7: Construction Support

This task will include limited construction support services during construction, including the following items:

- a. The CONSULTANT will provide general construction support to the Town by responding to questions about the plans, providing additional plan details or plan sheet revisions, and site visits. These services will only be provided at the request of the Town.
- b. Record Drawings - The CONSULTANT will prepare record drawings based on project construction records maintained and provided by the Contractor. These drawings will be based on information provided by the Contractor and any documented plan changes during construction. Field verification of actual construction is not included in this item. In the event the Contractor claims no changes were made to the plans during construction, Contractor will provide a letter on their letterhead positively stating that all construction was done per the construction documents.

This task will be billed at HOURLY rates according to Attachment 'C' and will be as directed by the Town.

SECTION 2: Project Location Map



Project Name: Timber Valley Drive and Fairfield Lane
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ATTACHMENT 'A-1'

ADDITIONAL SERVICES

Additional Services:

Following is a list of services which are not included in the scope of basic services. These services can be added to the project if needed. Additional services shall be billed at hourly rates according to the terms defined in Attachment C.

- a. Traffic signal design and construction plans
- b. Traffic impact analysis
- c. Traffic signal timing
- d. Traffic operations analysis
- e. Traffic signal interconnection, ITS, or other connectivity
- f. Traffic control plans
- g. Construction phasing plans
- h. Pavement marking or signage plans
- i. FEMA coordination, LOMR or CLOMR applications
- j. Utility relocation design other than as described in basic services
- k. Roadway capacity calculations
- l. Roundabout design
- m. Monument signs
- n. Construction support services other than what is included in Basic Services
- o. ROW and boundary surveys
- p. ROW and easement acquisitions support services
- q. Right of entry letters
- r. Landscaping plans
- s. Irrigation plans
- t. Construction staking
- u. Construction inspections services
- v. Materials testing
- w. Coordination with municipal or governmental agencies other than the Town
- x. Detention pond design
- y. Downstream assessments and timing studies
- z. Retaining wall design
- aa. Geotechnical engineering

ATTACHMENT 'B' SCHEDULE OF FEES

Following is a schedule of fees for basic services tasks:

Basic Services Tasks	Fee Type	Fees:
Task 1: Topographic Design Survey	Fixed Fee	\$ 30,000.00
Task 2: Subsurface Utility Engineering		
Task 2a: Level B-D Subsurface Utility Engineering	Fixed Fee	\$ 33,000.00
Task 2b: Level A Subsurface Utility Engineering (6 @ \$2,500/EA)	\$/EA	\$ 15,000.00
Task 3: Construction Plans and Bid Documents	Fixed Fee	\$ 295,000.00
Task 4: Stakeholder Meeting (1 Meeting)	Fixed Fee	\$ 5,000.00
Task 5: Utility Coordination	Hourly, Est	\$ 6,000.00
Task 6: Bid Support	Hourly, Est	\$ 3,000.00
Task 7: Construction Support	Hourly, Est	\$ 5,000.00
Total Basic Services		\$ 392,000.00

Refer to Article II for fee and payment definitions and terms.

ATTACHMENT 'C'

STANDARD RATE SCHEDULE

2024 Standard Hourly Rates

Effective January 1, 2024 to December 31, 2024

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00

Surveying	Hourly Billing Rate
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00
S.I.T. or Senior Survey Technician	\$155.00
Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00
3-Person Field Crew w/Equipment**	\$225.00
4-Person Field Crew w/Equipment**	\$245.00
Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00

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Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Senior Utility Coordinator	\$190.00
Utility Coordinator	\$170.00
SUE Field Manager	\$190.00
Sr. Utility Location Specialist	\$180.00
Utility Location Specialist	\$135.00
1-Person Designator Crew w/Equipment***	\$165.00
2-Person Designator Crew w/Equipment***	\$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$335.00 (4 hr. min.)
Core Drill (equipment only)	\$830.00 per day
SUE QL-A Test Hole (0 < 8 ft)****	\$2,400.00 each
SUE QL-A Test Hole (> 8 < 15 ft)****	\$2,900.00 each

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	\$120.00
Construction Inspector III	\$140.00
Senior Construction Inspector	\$160.00
Construction Manager	\$235.00
Senior Construction Manager	\$280.00

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

** Rates shown are for 2024 and are subject to change in subsequent years.*

*** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

**** Includes crew labor, vehicle costs, and field supplies.*

ATTACHMENT 'C-1' SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive
Suite 100
Fort Worth, TX 76137
817-336-5773

Dale Crown, PE
Senior Project Engineer
Town of Flower Mound, Texas
2121 Cross Timbers Rd
Flower Mound, TX 75028

Invoice number 01
Date: December 18, 2023

Timber Valley Drive and Fairfield Lane Reconstruction TNP Project Number FMD _____

Professional services rendered for the month ending September 30,2024

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Design and Bid Phase Services	130,000.00	57.92	75,300.00	62,000.00	13,300.00
Survey Services	18,600.00	100.00	18,600.00	18,600.00	0.00
Subsurface Utility Engineering	14,500.00	100.00	14,500.00	14,500.00	0.00
Total	163,100.00	66.46	108,400.00	101,593.00	14,280.00

Invoice total **13,300.00**

Please show project number on all payments of this statement

ATTACHMENT 'D' PROJECT SCHEDULE

The CONSULTANT will endeavor to accomplish the work in accordance with the following schedule:

1. Work will commence within 14 calendar days of notice to proceed.
2. Perform field surveys, SUE field work, and data collection in 60 calendar days from Authorization to Proceed by Client and survey Right-of-Entry permission letters from property owners, whichever occurs latest.
3. Complete SUE deliverables within 30 calendar day of the completion of survey.
4. Perform conceptual design in 90 calendar days from completion of topographic survey
5. Perform preliminary design in 90 calendar days from approval of conceptual design.
6. Provide pre-final design and specifications in 90 calendar days from approval of preliminary design plans.
7. Provide final plans and bid documents in 30 calendar days from approval of pre-final plans



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

DATE: November 4, 2024
FROM: Matthew Hotelling, Assistant Director of Public Works/Transportation
ITEM: **Consider approval of the purchase of the Traffic Signal Analytics Software, ClearGuide, for Traffic Signal Monitoring in the amount of \$209,800.00, under the BuyBoard Contract from Iteris, Inc., and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: One of the leading software packages for signal performance measures is ClearGuide traffic signal monitoring software from Iteris, Inc. Purchase of the ClearGuide software will provide both traffic signal analytics based on current conditions and will also provide suggested timing changes for improved traffic flow. ClearGuide monitors the traffic signal system for potential intermittent issues such as detection system malfunctions and system delay. This project was approved as part of the FY 2024-2025 budget. This purchase of ClearGuide from Iteris, Inc., is part of the purchase of the Traffic Signals Performance Measures CIP project. The Traffic Services Division is requesting the use of the BuyBoard contract 695-23 for the purchase of ClearGuide. The purchase of ClearGuide will provide monitoring for all 64 signalized locations.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$209,800.00

Proposed Expenditure/(Revenue)
\$209,800.00

Account Number(s):
560-220-77126-6200

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Town of Flower Mound-ClearGuide Quote

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



Kirk Barnes
1700 Carnegie Ave. Suite 100
Santa Ana, CA 92705-5551
Phone: (979)571-6120
email: keb@iteris.com, web site: www.iteris.com

EQUIPMENT QUOTATION

Quote #: 092624-1b



Agency: Town of Flower Mound
Project Name: ClearGuide

October 1, 2024

Fax or email Purchase Orders to: Marilyn Holden, (949) 270-9441, mdh@iteris.com, please include quote number on your purchase order

Quote Terms: Net 30 days, subject to credit approval and Iteris Standard Terms & Conditions unless negotiated in writing with Iteris, Inc. prior to purchase.

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <http://www.iteris.com/RS-Std-TC.pdf>, which are incorporated herein by this reference.

Prices are valid for 90 days from the date of quote unless extended in writing.

FOB Shipping point, freight included, does not include insurance.

Part Number	Description	Qty	Unit	Unit Price	Ext. Price
ClearGuide-Signals- SPM-5	5 Year- Iteris ClearGuide-Signals-SPM per intersection *	64	int.	\$2,000.00	\$128,000.00
ClearGuide-Signals-Setup	One time City-wide SPM setup fee	1	ea	\$5,000.00	\$5,000.00
ClearGuide-Roadway-1	1 Year- Iteris ClearGuide-Roadway per intersection Year 1	64	int.	\$300.00	\$19,200.00
ClearGuide-Roadway-1	1 Year- Iteris ClearGuide-Roadway per intersection Year 2	64	int.	\$300.00	\$19,200.00
ClearGuide-Roadway-1	1 Year- Iteris ClearGuide-Roadway per intersection Year 3	64	int.	\$300.00	\$19,200.00
ClearGuide-Roadway-1	1 Year- Iteris ClearGuide-Roadway per intersection Year 4	64	int.	\$300.00	\$19,200.00
IMPORTANT NOTES: Pricing consistent with BuyBoard Contract 695-23				SUBTOTAL	\$209,800.00
				FREIGHT	\$0.00
				TAX	\$0.00
				DISCOUNT	\$0.00
				TOTAL	\$209,800.00

Authorized Signature



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

DATE: November 4, 2024
FROM: Andrew Lupher, GIS Manager
ITEM: **Consider the approval of a three-year asset management software maintenance renewal with Cityworks LLC, a Trimble Company, in the amount of \$66,780; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Cityworks software is primarily utilized by Public Works for Asset Management. This renewal pertains to Year One of a three-year contract extension for our existing Asset Management Software Maintenance.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$66,780 for the first year

Proposed Expenditure/(Revenue)
\$66,780

Account Number(s):
100-655-59110-5130

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

ATTACHMENTS:

1. Cityworks Agreement

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



ORDER FORM

Order Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	Azteca Systems, LLC, a Trimble company 11075 South State, Suite 24, Sandy, Utah 84070
Customer Entity Name ("Customer") and Address:	Flower Mound, TX 2121 Cross Timbers Rd. Flower Mound, TX 75028
Billing Contact Name and E-Mail Address:	Andrew Lupher (972) 874-6057 andrew.lupher@flower-mound.com
Initial Term:	11/01/2024 - 10/31/2027
Validity:	This Order Form shall expire on 11/29/2024. If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
Miscellaneous:	<i>Purchase orders issued by Customer are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.</i>

Licensed Software:

Description	Number of Authorized Users	Annual Term	Total
Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products: Office Respond Mobile Native Apps (for iOS/Android) --Includes the following Add-ons: Storeroom Equipment Checkout Contracts Cityworks for Excel Cityworks Analytics for AMS eURL (Enterprise URL) Workload Web Hooks Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners.	Unlimited	Year 1: 11/01/2024 - 10/31/2025	\$ 66,780.00
		Year 2: 11/01/2025 - 10/31/2026	\$ 70,119.00
		Year 3: 11/01/2026 - 10/31/2027	\$ 73,624.95

All Licensed Software is for the indicated term and not perpetual. Annual fee herein is based on 50,001 - 100,000 population range. Trimble reserves the right to adjust the annual fee accordingly to align with the Customer's actual population range.

Addendums:

1. Trimble General Transaction Terms (the "General Terms")
2. Supplemental Terms for Software and Subscriptions (the "Software Terms")
3. Supplemental Terms for Support and Maintenance (the "Support Terms")
4. Supplemental Terms for Services (the "Services Terms")
5. Supplemental Terms for Hardware (the "Hardware Terms")
6. Supplemental Terms for U.S. Public Entities
7. Availability Service Level Agreement; Data Security and Restoration

TERMS AND CONDITIONS

1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums.

2. Annual Renewals; Additional Software Products and Licenses. This Order will automatically renew for subsequent 12 month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term. Additional Software Products & Licenses may be added to this Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable, being paid.

3. Payment Terms. All fees are due net 30 from the date of the Trimble invoice.

- **Annual Licensed Software:** Trimble will invoice \$66,780.00 upon execution of this Order Form and will invoice Year 2 in the amount of \$70,119.00 upon 10/01/2025, and Year 3 in the amount of \$73,624.95 upon 10/01/2026.

4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) eight percent (8%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made. Trimble will use commercially reasonable efforts to notify Customer of the new pricing no later than sixty (60) days prior to the expiration of the prior term.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

[Signature Page to Follow]

ACCEPTANCE

Accepted and agreed:

CUSTOMER:

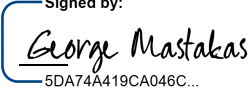
Signature: _____

Print Name: _____

Title: _____

Date: _____

TRIMBLE:

Signed by:
Signature: 
5DA74A419CA046C...

Print Name: George Mastakas

Title: Vice President

Date: 10/18/2024

Addendum #1

Trimble General Transaction Terms *Version 1.1 (Last updated: October 7, 2023)*

Trimble's provision of Offerings is governed exclusively by these Trimble General Transaction Terms (the "**General Terms**"). The Order, the SOW, these General Terms, any applicable Supplemental Terms, and all other terms referenced or incorporated therein, collectively constitute the "**Agreement**". Any conflict or inconsistency in the Agreement will be resolved in the following order of precedence: (1) the Order, (2) any applicable Supplemental Terms, (3) these General Terms, (4) the SOW, and (5) the Documentation.

1. **Definitions.** Capitalized terms have the meaning associated with them in this Section 1 (Definitions) or with the definition provided elsewhere in the Agreement.
 - 1.1. "**Affiliate**" means an entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the direct or indirect ownership of more than fifty percent (50%) of an entity's outstanding voting rights or other equivalent voting interests.
 - 1.2. "**Customer**" is the entity or person identified in the Order or SOW.
 - 1.3. "**Dispute(s)**" means any dispute, claim, or controversy arising from or related to the Agreement.
 - 1.4. "**Documentation**" means Trimble's then-current usage guidelines, standard technical documentation, acceptable use policies, support policies, service level commitments, or other policies referenced in the Agreement.
 - 1.5. "**Hardware**" means hardware products specified in the Order.
 - 1.6. "**High Risk Activities**" means any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Offerings could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Offerings for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.
 - 1.7. "**Intellectual Property Rights**" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority, and the right to sue for, settle and release past, present and future infringement of any of the foregoing.
 - 1.8. "**Law(s)**" means all applicable local, state/provincial, federal and international laws, rules, regulations, directives, ordinances and conventions, including, but not limited to, those related to data privacy and data transfer, international communications and export of technical or personal data.
 - 1.9. "**Licensed Software**" means the object code form of Trimble's proprietary installed software product for deployment on premises or on a device, as well as any Documentation, maintenance releases, and features and functionality enhancements, and application programming interfaces (APIs), in each case as may be made available pursuant to the Order. For clarity, Licensed Software excludes firmware.
 - 1.10. "**Offerings**" means Trimble's Hardware, Software, Services, Support, and other Trimble goods or services specified on an Order or SOW.
 - 1.11. "**Order**" means the quotation, proposal, sales agreement or similar documents provided by Trimble and accepted by Customer.
 - 1.12. "**Services**" means any services described in the Order or a Statement of Work, including, without limitation, training, enablement, implementation, configuration, hosting, or content provision.
 - 1.13. "**Software**" means the Licensed Software and/or Software-as-a-Service specified on an Order.
 - 1.14. "**Software-as-a-Service**" or "**SaaS**" means a Trimble proprietary cloud service, as well as any Documentation, features and functionality enhancements, and application programming interfaces, in each case as may be made available pursuant to the Order.
 - 1.15. "**Statement of Work**" or "**SOW**" means a statement of work or similar agreement governing the provision of Services.
 - 1.16. "**Supplemental Terms**" are any additional Trimble terms and conditions referenced in the Order as "Supplemental Terms."
 - 1.17. "**Support**" means support and/or maintenance for Software, and as may be further described in the applicable Supplemental Terms, Documentation, or otherwise as specified by Trimble in writing.
 - 1.18. "**Trimble**" means Trimble Inc. or its Affiliate identified on the Order or SOW, or if none is specified, as set forth in Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction) based on the applicable Customer location.
 - 1.19. "**Trimble IP**" means the Offerings, Documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by Trimble or its subcontractors to produce and provide the Offerings together with all Intellectual Property Rights therein, together with all modifications, improvements, changes thereto or derivative works thereof, including without limitation: (a) proprietary electronic architecture and other non-literal elements of the Offerings developed by Trimble, (b) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto, (c) APIs, customized applications and computer programs, (d) processes, methods, algorithms, ideas, and other "know how," (e) data and information provided or sourced by Trimble, (f) Offerings which Customer has the right to use via a subscription, and (g) network equipment and architecture.

2. **Orders; Validity.** An Order is valid for acceptance by Customer within the period indicated in the Order and if no such period is provided, for thirty (30) calendar days from the issue date. The Agreement is formed by Customer's execution of the Order. Changes to an Order or belated acceptance by Customer are not valid unless Trimble accepts them in writing, and Trimble's partial or complete delivery against an Order modified by Customer, or acceptance of payment, shall not be deemed to be an acceptance of the modification. Orders that Customer has accepted cannot be canceled for any reason without Trimble's prior written consent.

3. **Payment Terms; Invoicing**

- 3.1. Fees are as set forth in the Order or SOW. Fees do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are Customer's responsibility to pay. Unless Customer provides Trimble with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, Customer will pay Trimble all such taxes, charges, and fees invoiced by Trimble in connection with the Offerings. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.
- 3.2. Trimble will issue invoices in accordance with the billing frequency stated in the Order or SOW. Customer consents to the receipt of invoices electronically at the email address(es) it provided to Trimble for billing purposes, and accepts such invoices as if received by mail. Customer is responsible for maintaining current email address(es) with Trimble. Trimble's transmission of an invoice to the provided billing email address(es) (regardless of whether actually received by Customer) shall be considered delivery of that invoice by Trimble. Trimble's failure to issue an invoice in accordance with this Section 3 (Payment Terms; Invoicing) shall not be deemed to be a waiver by Trimble of its right to receive payment pursuant to the Agreement, but Customer shall not be obligated to make such payment until an invoice for such payment is issued by Trimble to Customer.
- 3.3. Customer shall pay Trimble the amounts due under this Agreement in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251. Despite any other provision to the contrary in this Agreement, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov't Code Ch. 2251. Customer will make payment in the currency indicated on the Order or SOW. Trimble is entitled to offset payments against prior debt balances in Customer's account. Subject to any Laws to the contrary or as otherwise expressly stated in the Agreement, payments are not refundable. No credit, carryover, or refund will be given for any unused Offerings (e.g., services hours, data usage) allocated or available for use during an indicated period of time.
- 3.4. If Customer does not object in writing to an invoiced amount by the invoice due date, Customer will be deemed to have acknowledged the correctness of that invoice and to have waived its right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give Customer the right to withhold or delay payment of the disputed portion only. Customer will be liable for all costs of collection of past due amounts (including attorneys' fees).
- 3.5. Trimble may suspend Customer's access to or Trimble's provision of Offerings, as applicable, on five (5) business days prior notice if Customer fails to timely pay any invoice not subject to a bona fide payment dispute or fails to use diligent good faith efforts to resolve a bona fide payment dispute (unless cured during the notice period).
- 3.6. For any breach of Customer's payment obligations under any Order(s), Trimble may, without limiting Trimble's other rights and remedies, declare Customer's unbilled future fees under any and all Orders immediately due and payable.
- 3.7. Intentionally Omitted.
- 3.8. Offerings purchased or licensed under Trimble's United States General Services Administration ("GSA") Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

4. **Term and Termination**

- 4.1. **Term.** The term and any renewals thereof applicable for an Offering (collectively, the "**Term(s)**") shall be as set forth in the Order, SOW, or Supplemental Terms. Different Offerings may have different Terms.
- 4.2. **Termination.** Either party may terminate the Agreement if the other party (a) fails to cure a material breach of the Agreement (including a failure to pay fees), or fails to provide a written plan of cure reasonably acceptable to the non-breaching party, within thirty (30) days after the non-breaching party's receipt of written notice specifying such breach or failure, (b) becomes designated by an applicable governmental entity as a business with which a party is prohibited from doing business with (e.g., via governmental sanctions program), or (c) seeks protection under insolvency or comparable proceeding, or if such proceedings are instituted against that party and not dismissed within sixty (60) days.
- 4.3. **Survival.** These Sections survive expiration or termination of the Agreement: 1 (Definitions), 3 (Payment Terms; Invoicing), 4.3 (Survival), 6 (Warranty Disclaimers), 7 (Limitations of Liability), 9 (Confidentiality), 11 (Personal Information; Data Protection), 12 (Miscellaneous), any other provisions identified in any applicable Supplemental Terms referencing this provision, and any other term or provision in the Agreement that applies to events occurring following termination or expiration. Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

5. **Customer Obligations**

- 5.1. **High Risk Activities.** Customer will not use the Offerings for High Risk Activities. Customer acknowledges that the Offerings are not intended to meet any legal obligations for High Risk Activities. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with High Risk Activities.
- 5.2. **Compliance with Laws.** Customer shall comply with all Laws in connection with its use or receipt of the Offerings.
- 5.3. **Dependencies and Compatibilities.**
- (a) Offerings may (i) require certain dependencies, including, without limitation, internet connection, electronic communications, hardware, data connections, operating systems, third-party products and services, other Trimble products and services, satellite

signals, etc. (collectively, “**Dependencies**”), and (ii) allow compatibility and/or interoperability with other products or services made available by Trimble, Customer, or a third party (collectively, “**Compatibilities**”).

- (b) Dependencies and Compatibilities may require payment of a separate fee and are governed by their respective terms of service, end user license agreement, or other agreement, and not by the Agreement. Unless otherwise expressly agreed upon by the parties in writing, Customer is responsible for all Dependencies and Compatibilities. Trimble may modify the Offerings from time to time, and Trimble does not guarantee that the Offerings will continue to operate or be compatible with any Dependencies or Compatibilities. Trimble makes no warranty or guarantee, and will have no liability or obligations under the Agreement, with respect to any Dependencies, Compatibilities, or other factors outside of Trimble’s control.
- (c) Customer represents and warrants that it shall, and shall use best efforts to require any provider of any Dependencies and Compatibilities to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Offerings; and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time.

6. WARRANTY DISCLAIMERS.

THE LIMITED WARRANTY TERMS, IF ANY, EXPRESSLY SET FORTH IN ANY APPLICABLE SUPPLEMENTAL TERMS ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON TRIMBLE’S PART ARISING OUT OF, OR IN CONNECTION WITH, THE OFFERINGS, AT ANY TIME EITHER DURING OR AFTER EXPIRATION OF THE APPLICABLE WARRANTY. EXCEPT FOR ANY LIMITED WARRANTY TERMS EXPRESSLY PROVIDED IN ANY APPLICABLE SUPPLEMENTAL TERMS, THE OFFERINGS ARE PROVIDED “AS-IS” AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. SUPPLEMENTAL TERMS MAY HAVE ADDITIONAL DISCLAIMERS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION(S) MAY NOT APPLY OR FULLY APPLY TO CUSTOMER.

7. Limitations of Liability.

7.1. Waiver; Liability Cap.

(a) EXCEPT FOR EXCLUDED CLAIMS, (i) NEITHER PARTY (OR ITS SUPPLIERS) SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (ii) EACH PARTY’S (AND EACH OF ITS SUPPLIER’S) ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY.

(b) “EXCLUDED CLAIMS” MEANS (i) CUSTOMER’S PAYMENT OBLIGATIONS UNDER THE AGREEMENT, (AND (ii) ANY ADDITIONAL “EXCLUDED CLAIMS” EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.

(c) THE ABOVE LIMITATIONS OF LIABILITY WILL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN BREACH OF ANY ONE OR MORE WARRANTIES, NON-CONFORMITY, IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE.

(d) SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS, CERTAIN INTENTIONAL OR NEGLIGENT ACTS, VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

7.2. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 7 (Limitations of Liability) are agreed-upon allocations of risk constituting in part the consideration for Trimble’s performance under the Agreement, and will survive and apply even if any limited remedy in the Agreement fails of its essential purpose.

8. Indemnification. TRIMBLE AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMER AND ALL OF ITS OFFICERS, EMPLOYEES, AND COUNCIL MEMBERS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY’S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM TRIMBLE’S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT. CUSTOMER WILL GIVE TRIMBLE PROMPT WRITTEN NOTICE OF ANY CLAIM HEREUNDER AND WILL COOPERATE IN RELATION TO THE CLAIM AT TRIMBLE’S EXPENSE. ANY SETTLEMENT WHICH WOULD REQUIRE TRIMBLE TO ADMIT ANY FAULT ON BEHALF OF CUSTOMER WILL REQUIRE CUSTOMER’S PRIOR WRITTEN CONSENT, NOT TO BE UNREASONABLY WITHHELD.

9. Confidentiality.

9.1. Definition. “**Confidential Information**” means information disclosed to the receiving party under the Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble’s Confidential Information includes, without limitation, the terms and conditions of the Agreement, and any technical or performance information about the Offerings, including the Documentation.

9.2. Obligations. As a receiving party, each party (a) will protect the confidentiality of the disclosing party’s Confidential Information using the same degree of care it uses for its own information of like importance (but not less than reasonable care), (b) will not share the disclosing party’s Confidential Information with third parties except as permitted in the Agreement or with the disclosing party’s prior written or electronic consent, and (c) will only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives (collectively, “**Representatives**”) having a legitimate need to know (including, for Trimble,

its subcontractors), provided (i) the Representatives are subject to confidentiality obligations no less protective than those in this Section 9 (Confidentiality), and (ii) the receiving party is responsible for any breach of this Section 9 (Confidentiality) by the acts or omissions of its Representatives.

9.3.Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party or its Representatives, (b) it rightfully knew or possessed on a non-confidential basis prior to receipt under the Agreement, (c) it rightfully received from a third party without obligation of confidentiality, or (d) it independently developed without using the disclosing party's Confidential Information. Supplemental Terms may have additional exclusions.

9.4.Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which remedies at law (e.g., monetary damages) alone are an insufficient remedy. In the event of such actual or threatened breach by a party, the other party may seek injunctive relief, in addition to other available rights and remedies, for breach or threatened breach of this Section 9 (Confidentiality), without proof of actual damages or the requirement of posting a bond or other security.

9.5.Required Disclosures. Nothing in the Agreement prohibits either party from making disclosures if required by Law or government or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort by the other party to obtain confidential treatment. Notwithstanding any other provision to the contrary in this Agreement, all Information, documents, and communications relating to this Agreement in control or possession of Customer shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act. Customer may disclose such Information to the extent required by law. As required by the Act, Customer will notify Trimble in the event a public information request made to Employer encompasses any Trimble records protected by this Agreement. As authorized by the Act, Trimble may submit arguments against disclosure of the requested Information directly to the Office of the Texas Attorney General. Customer will only release the requested Information if required to do so by the Office of the Texas Attorney General

10.Intellectual Property Rights.

10.1.Trimble IP. As between the parties, except for any limited usage rights set forth in any Supplemental Terms, Trimble and its suppliers have and will retain all Intellectual Property Rights in and to Trimble IP and all copies, modifications, and derivative works thereof. No Intellectual Property Rights are granted by Trimble to Customer except as expressly provided under the Agreement.

10.2.Feedback. Customer may from time to time provide suggestions, comments, or other feedback (collective, "**Feedback**") to Trimble with respect to the Offerings. Both parties agree that all Feedback is and will be given entirely voluntarily, and shall not be considered Confidential Information of Customer. Customer shall not provide any Feedback that is subject to license terms that seek to require any of Customer's products, technology, service, or documentation incorporating or derived from such Feedback, or any of Customer's intellectual property to be licensed or otherwise shared with any third party. Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

11.Personal Information; Data Protection.

11.1. This Section 11 (Personal Information; Data Protection) applies if Customer is a legal person (i.e., a business or legal entity). All Laws relating to the protection of privacy and data protection are referred to as "**Data Protection Legislation**". "**Personal Information**" is defined as in the Applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (a) provided by Customer or on its behalf, or (b) automatically collected through the Offering on Customer's behalf. "**Applicable**", in this context, means the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such Laws that the parties mutually agree apply.

11.2. Each party will comply with all Applicable requirements of the Data Protection Legislation. This Section 11 (Personal Information; Data Protection) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.

11.3. The parties acknowledge that: (a) when performing its obligations under the Agreement, Trimble processes Personal Information on Customer's behalf, except for user registration and software licensing and usage data, for which Trimble acts as responsible party, and (b) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Customer's principal place of business is located in order to provide the Software and Trimble's other obligations under the Agreement.

11.4. Customer will ensure that it has all necessary appropriate consents and notices in place to enable (a) lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (b) Trimble to lawfully use, process and transfer the Personal Information in accordance with the Agreement, including on Customer's behalf.

11.5. If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the written request of Customer, the parties will execute an applicable data processing addendum, available at <https://www.trimble.com/privacy/DPA-TI-EuroSubs> (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual Clauses available at the same url or upon written request to Trimble.

11.6. If the processing of Personal Information by Trimble is subject to US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at https://dl.trimble.com/www/us_dpa_customer.pdf or any successor url) is herein incorporated by reference.

12. Miscellaneous.

- 12.1. Assignment.** The Trimble entity identified on the Order Form may assign this Agreement to its parent company, Trimble, Inc., on 30 days advance written notice to Customer. For all other assignments, the assigning party may not assign or transfer the Agreement (by operation of law or otherwise) without the prior written consent of the non-assigning party. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.
- 12.2. Amendments.** This Agreement may only be amended in a writing signed by both Parties. Notwithstanding the foregoing, Trimble may modify Documentation upon written notice to Customer to reflect new features or changing practices, provided that the modifications will not materially decrease Trimble's overall obligations with respect to such Offering(s).
- 12.3. Waiver and Severability.** No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.
- 12.4. Force Majeure.** Neither party will be liable for any default, delay, or non-performance of its obligations under the Agreement (except for payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, national or regional emergency, pandemics, or natural disasters, provided that such party promptly notifies the other in writing of such occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section 12.4 (Force Majeure) will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.
- 12.5. Notices.** Any notice or other communication given by either party to the other regarding the Agreement will be deemed given and served when personally delivered or delivered by reputable international courier requiring signature for receipt addressed to the party at its notice address. Notice will be deemed effective upon delivery or refused delivery attempt. Either party may change its notice address by written notice to the other. Customer's notice address will be the address appearing on the Order or SOW. Trimble's notice address will be the applicable address on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), or if the Trimble entity is not listed there, then on the Order. In addition, any valid notice to Trimble shall include a required copy to: Trimble Inc., Attn: General Counsel - Important Legal Notice, 510 De Guigne Drive, Sunnyvale, CA 94085, USA. Trimble may send operational notices to Customer by email or through the Offering, including, without limitation, modifications of the Agreement or Documentation, suspension, collection, and termination notices related to overdue fees.
- 12.6. Export Control.** Customer acknowledges that the Offerings are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Offerings or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, Laws of any United States or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. To the extent permitted by applicable law, Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section 12.6 (Export Control) will survive the termination of the Agreement for any reason whatsoever.
- 12.7. Anti-Corruption Compliance.** Each party, and any third party acting on its behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). Each party, and any third party acting on its behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for either party. Each party, and any third party acting on its behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any acts of a party or any third party acting on its behalf.
- 12.8. GSA.** Offerings purchased or licensed under Trimble's United States General Services Administration ("**GSA**") Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.
- 12.9. Governing Law and Venue.** The sole and exclusive governing Law, jurisdiction, and venue for the Agreement and all Disputes shall be: (1) as set forth in the Order, if any, or (2) otherwise, as set forth on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), in each case to the exclusion of all others; provided that Trimble may elect to bring action in courts with jurisdiction for Customer's location. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws provisions giving rise to a different result do not apply. Each party hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdiction.
- 12.10. WAIVER OF JURY TRIAL – UNITED STATES CLAIMS.** FOR ANY CLAIM BROUGHT IN A STATE, FEDERAL, OR OTHER COURT IN ANY JURISDICTION WITHIN THE UNITED STATES, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT BE ENFORCED OR ENFORCEABLE TO THE EXTENT A WAIVER

OF THE RIGHT TO A TRIAL BY JURY IS PROHIBITED BY, OR CONTRARY TO, THE PUBLIC POLICY OF THE STATE IN WHICH SUCH LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.

- 12.11. Region-Specific Terms.** Additional terms and conditions for specified regions are as set forth in Exhibit B (Region-Specific Terms).
- 12.12. Publicity.** Customer agrees that (a) Trimble may issue a press release in the form approved by the parties regarding the parties' entry into the Agreement, and (b) Trimble may identify Customer (including through use of its name and logo) as Trimble's customer, including on Trimble's website, and may include Customer in its customer list and marketing materials, but will cease this use upon Customer's written request.
- 12.13. Headings; Language.** The headings in the Agreement have been inserted for convenience only and shall have no substantive effect. The language of all parts of the Agreement shall in all cases be considered as a whole, according to its fair meaning, and not strictly for or against any of the parties. The parties hereby acknowledge and agree that the language of the Agreement shall be considered jointly drafted.
- 12.14. Subcontractors.** Trimble may use subcontractors in the performance of its obligations under the Agreement, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations in the Agreement.
- 12.15. No Third-Party Beneficiaries.** Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.
- 12.16. Independent Contractors.** Each party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.
- 12.17. Entire Agreement.** The Agreement sets forth the entire understanding between the parties in connection with its subject matter, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Any additional, contrary, and/or pre-printed terms or conditions appearing on Customer's acceptance, orders, or associated purchase documentation are hereby rejected and will be of no effect.
- 12.18. Counterparts.** The Agreement, or portions thereof, may be executed in several counterparts and, if applicable, by each party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.

Exhibit A**Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction**

Customer Location*	Trimble Entity and Notice Address**	Governing Law	Exclusive Venue/Jurisdiction
United States	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 USA	State of Texas	State and Federal Courts located in or having jurisdiction over Denton County Texas
Belgium	Trimble Belgium BV, Geldenaaksebaan 329 3001 Leuven, Belgium	Belgium	Courts in Brussels, Belgium
Canada	Trimble Canada Corporation 600-1741 Lower Water Street Halifax, Nova Scotia B3J 0J2, Canada	Province of Ontario, and the federal laws of Canada applicable therein	Provincial and federal courts located in Toronto, Ontario
France	Trimble France S.A.S. 1 quai Gabriel Péri 94340 Joinville-le-Pont, France	France	Courts in Paris, France
Any other country or geography not specified above	Trimble Europe B.V. Industrieweg 187a, 5683 CC Best, The Netherlands	The Netherlands	Courts of Amsterdam, the Netherlands

* Customer location is Customer's billing address specified on the Order, or if none, then the address provided by Customer to Trimble when registering its online account.

** Addresses for Trimble entities not listed shall be as set forth on the Order or SOW. See additional required notice address for Trimble in Section 12.5 (Notices).

Exhibit B
Region-Specific Terms

Table of Contents

- Australia
- France
- The Netherlands

Australia

For Customer who purchase Offerings in Australia, the following provisions apply:

- (a) For the purposes of this section, “**Australian Consumer Law**” means the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, and “**Non-excludable Condition**” means the consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled.
- (b) To the extent permitted by Law, Trimble’s liability in relation to breach of any such Non-excludable Condition shall be limited, at its option, as follows: (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services.
- (c) Nothing in the Agreement excludes, restricts or modifies any Non-excludable Condition.

Nothing in the Agreement is intended to derogate from Trimble’s obligations under the *Privacy Act 1988* (Cth) as amended from time to time.

- (e) Where Order(s) are a “Small Business Contract” within the meaning of the Australian Consumer Law:
 - (i) Trimble shall not accelerate Customer’s unbilled future fees under any Order(s);
 - (ii) Customer’s indemnification obligations under the Agreement are reduced to the extent Trimble’s acts or omissions contributed to or caused the claims, costs, damages, losses, liabilities, and expenses suffered by Customer;
 - (iii) Trimble’s liability in relation to breach of any Non-excludable Condition will be an Excluded Claim; and
 - (iv) No dispute or legal action arising under the Agreement may be brought by either party more than three years after such cause of action accrued.

France

Section 3.4 is hereby amended and restated to read as follows:

Section 3.4 Late payments will bear interest at the rate of 1.5% per month or the minimum rate allowed by Law (currently three (3) times the legal interest rate), whichever is higher, measured from the date on which the sums concerned became due until the date on which full payment is received. Collection fees of a minimum amount of 40 € will be added in accordance with Article L. 441-10.II of the Commercial Code. Customer will be liable for all other costs of collection of past due amounts (including court costs and attorney’s fees incurred by Trimble). If the Customer does not dispute an invoice amount in writing by the due date of the invoice, the Customer shall be deemed to have acknowledged the accuracy of such invoice and waived its right to dispute it. A dispute over part of an invoice or amount due shall entitle the Customer to withhold or delay payment of the disputed part only.

The following is hereby added as Section 7.1 (e):

(e) EACH PARTY HEREBY HAS AN OBLIGATION TO LIMIT THE DAMAGES IT MAY SUFFER IN THE EVENT OF A BREACH OF ITS OBLIGATIONS BY THE OTHER PARTY.

The Netherlands

The provisions of Section 4.2 (Termination) are the sole grounds for the termination of the Agreement, and to the extent permitted by Law, the right of Customer to rescind the Agreement and claim damages on the basis of statutory Law (including but not limited to sec. 6:265 Dutch Civil Code) is excluded.

THE LIMITATION OF LIABILITY IN SECTION 7 FOR A PERIOD OF 12 MONTHS EXPRESSLY INCLUDES ANY OBLIGATION TO PAY COMPENSATION UNDER A WARRANTY MENTIONED IN THESE TERMS OR RELATED CONTRACTS OR DOCUMENTS AND THE RESTITUTION OBLIGATIONS (*ONDEDAANMAKINGSVERPLICHTINGEN*) AND INDEMNIFY FOR DAMAGES. LIABILITY FOR DEATH OR PERSONAL INJURY SHALL NOT EXCEED EUR 1.250.000.

The applicability of section 6:227b subsection 1 and section 6:227c subsection 1 of the Dutch Civil Code are excluded in any Agreement between Trimble and any person who is not a consumer.

Addendum #2

Supplemental Terms for Software and Subscriptions

Version 1.1 (Last Updated: October 7, 2023)

1. Definitions. Capitalized terms not defined herein have the meanings given in the General Terms.

- 1.1. **"Active Project"** means any Project on which the Software may be used by Customer during any Annual Subscription Term.
- 1.2. **"Annual Subscription Term"** means each 12-month period of a Subscription Term.
- 1.3. **"Anonymized Data"** means any data collected in connection with the Offerings (including Customer Data) that has been aggregated and/or de-identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.
- 1.4. **"Authorized User"** means any employee of Customer or third-party user authorized by Customer to access and use the Offerings on Customer's behalf in accordance with the Agreement, including, without limitation, Section 6.6 (Third-Party Access).
- 1.5. **"Correction Services"** means subscription-based services that provide GNSS position correction data.
- 1.6. **"Concurrent User"** means any type of User authorized by Customer to access and use the Offerings on Customer's behalf simultaneously at a given point in time.
- 1.7. **"Customer Data"** means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Offerings or that is created or generated by Customer through Customer's use of the Offerings, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform. For clarity, Customer Data expressly excludes Usage Data.
- 1.8. **"Customer Group"** means Customer's business units, Affiliates, or Joint Ventures, if any, listed in the Order that may authorize Authorized Users to use the Offerings on behalf of those business units, Affiliates, or Joint Ventures.
- 1.9. **"Gross Annual Revenue"** or **"GAR"** means Customer's (and Customer Group's, if applicable) income and revenue from all sources, before expenses or taxes, calculated on an annual basis according to generally accepted accounting principles and as reported in company financial statements. The various equivalent definitions may be used interchangeably.
- 1.10. **"Joint Venture"** means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.
- 1.11. **"License Keys"** means electronic passwords, authorization codes, or other enabling mechanisms provided for use with the Offerings.
- 1.12. **"Named User"** means any type of Authorized User designated by Customer by name or other identifier to access and use the Offerings on Customer's behalf.
- 1.13. **"Prohibited Data"** means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("HIPAA"); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); (c) information subject to regulation or protection under the Children's Online Privacy Protection Act or Gramm-Leach Bliley Act, or (d) any other information which is regulated under Laws and is not required for use of the Software for its intended purpose.
- 1.14. **"Project"** means the initiation, delivery, operations, and maintenance of a construction project.
- 1.15. **"Provision Date"** means the date on which Trimble first provides access to the Offerings. For an Offering bundle comprised of multiple Software, the Provision Date will be the date on which the entire Offering bundle becomes fully provisioned.
- 1.16. **"Subscription"** means access to any Software, Support, Correction Services, content, data, or other information, in each case made available for the applicable Subscription Term(s).
- 1.17. **"Support Terms"** means the then-current Supplemental Terms for Support and Maintenance available at <https://www.trimble.com/en/legal/customer-terms> or any successor url.
- 1.18. **"Third-Party Materials"** means any third-party data, content, or proprietary software. Third-Party Materials is not part of Software.
- 1.19. **"Project Budget"** means the total projected cost allocated to carry out, manage, and complete one or more Active Project(s) over the entire Subscription Term. The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
- 1.20. **"Total Project Value"** or **"Project Value"** means Project Budget divided by the number of Annual Subscription Terms in the Subscription Term (and not any renewal). The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
- 1.21. **"Usage Limitations"** means Customer's authorized scope of use for the Offerings as specified in the applicable Order, Supplemental Terms, or Documentation, which may include any user (e.g., Named User, Concurrent User, etc.), seat, copy, instance, data storage, CPU, computer, field of use, location, project, or other restrictions.
- 1.22. **"Usage Data"** means Trimble's technical logs, data, and learnings about Customer's use of the Offerings, excluding Customer Data.

2. Generally

2.1 Offerings.

(a) **Subscriptions (other than Licensed Software).** Customer may access and use the Subscriptions during the Subscription Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Unless otherwise specified by Trimble, any Licensed Software provided with a Subscription is subject to the terms applicable to Licensed Software under the Agreement.

(b) **Licensed Software.** Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during Term, to install, copy, and use the Licensed Software on systems or devices under Customer's control only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Licensed Software is licensed, not sold. Any Licensed Software deployed through hosting services delivered by Trimble are subject to the terms and conditions applicable to Licensed Software.

2.2 Authorized Users. Only Authorized Users may access or use the Offerings. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users' compliance with the Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use an Offering on Customer's behalf, Customer will promptly de-activate such Authorized User's access. Unless expressly permitted in the Order, Supplemental Terms, or Documentation, Customer may not transfer Authorized User status from one individual to another. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

2.3. **Restrictions.** Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Offerings to a third party; (b) use the Offerings on behalf of, or to provide any product or service to, third parties; (c) use the Offerings to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Offerings, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Offerings or copy any element of the Offerings (other than in connection with making copies of Licensed Software authorized under the Agreement); (f) remove or obscure any proprietary notices in the Offerings; (g) publish benchmarks or performance information about the Offerings, except to the extent expressly permitted by Law; (h) interfere with the Offerings' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Offerings; (i) transmit any viruses or other harmful materials to the Offerings; (j) submit to the Offerings any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Offerings to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Offerings to advertise, offer to sell or buy goods, or otherwise for business promotional purposes; (l) for Licensed Software, unless expressly permitted in the Order, Supplemental Terms, or the Documentation, use or host any Licensed Software in a virtual server environment, or (m) for Corrections Services, re-broadcast the Corrections Services without the prior written consent of Trimble.

2.4 **Free Versions; Trials and Betas.** "**Free Versions**" means any Offerings made available to Customer for use without a fee. "**Trials and Betas**" means any Offerings or any features thereof made available on a evaluation or trial basis or as an alpha, beta, or early access offering, in any case free or otherwise. Unless otherwise set forth in the Documentation or the Agreement, Customer may only use Free Versions in a non-production environment and for non-commercial purposes, and Trials and Betas may only be used solely for Customer's internal evaluation to determine whether to purchase a license or subscription to the Offerings. The evaluation term for Trials and Betas shall be 30 days unless otherwise designated by Trimble in writing. Free Versions and Trials and Betas are optional, and Trimble may cease making available such Offerings at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. In the event Customer has purchased Services related to any Free Version or Trial and Beta, any unused Services upon any termination or expiration of the applicable term for the Free Version or Trial and Beta shall be forfeit. **Notwithstanding anything else in the Agreement: (a) Trimble has no obligation to retain Customer Data used with Free Versions and Trials and Betas; (b) Trimble provides the Free Versions and Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; (c) Trimble's liability for Free Versions and Trials and Betas will not exceed US\$50, and (d) either party may terminate access to a Free Version or Trial and Beta, for any reason or no reason, immediately upon written notice to the other party.**

2.5 **Educational Versions.** For any version of the Offerings designated as "educational," or a similar term, Customer may use the Offerings solely for educational purposes - e.g., by an instructor or a student at an educational institution and while engaged in educational work. Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

2.6 **Delivery.** Offerings and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which the Offering and License Key, if any, are first made available to Customer.

2.7 **Software Activation and Metering; Audits.**

- (a) Offerings may gather and transmit to Trimble license usage, compliance, and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Offerings. Trimble may use the foregoing information to validate the authenticity of Authorized Users, to confirm Customer's compliance with the Agreement, to register the Offerings, to monitor and validate compliance with Usage Limitations, for license metering, and to protect Trimble against unlicensed or illegal use of the Offerings.
- (b) Upon Trimble's written request, Customer shall certify in writing that its use of the Offerings is in full compliance with the Agreement (including any Usage Limitations). In addition to the other license compliance monitoring rights in the Agreement, Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Customer's records and use of the Offerings to confirm Customer's compliance with the Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer's business activities. Customer is responsible for such audit costs only in the event the audit reveals that the use is not in accordance with the Usage Limitations or other licensed scope of use and for unpaid fees. Customer shall promptly pay all unpaid fees.

3. **Data Usage and Ownership.**

3.1 **Ownership.** Except for Trimble's limited rights set forth in the Agreement, as between the parties, Customer retains all Intellectual Property Rights in Customer Data. Trimble owns all Intellectual Property Rights in Anonymized Data and Usage Data.

3.2. **Limited Usage Rights.** Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Offerings, Support, and Services to Customer; (ii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written consent or instructions of Customer; and, (iii) subject to Trimble's confidentiality obligations in Section 9 (Confidentiality) of the General Terms and all applicable Data Protection Legislation, to use Customer Data in perpetuity to develop, maintain, and improve the products, software, and services of Trimble or its Affiliates, including, without limitation, analytics, model training, and machine learning.

3.3 **Access.** Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Order, Supplemental Terms, or the Documentation, or the parties agree otherwise in writing.

3.4 **Confidentiality.** In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 3 (Data Usage and Ownership), the terms of this Section 3 (Data Usage and Ownership) will control. Notwithstanding any other provision to the contrary in this Agreement, all Information, documents, and communications relating to this Agreement in control or possession of Customer shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act. Customer may disclose such Information to the extent required by law. As required by the Act, Customer will notify Trimble in the event a public information request made to Employer encompasses any Trimble records protected by this Agreement. As authorized by the Act, Trimble may submit arguments against disclosure of the requested Information directly to the Office of the Texas Attorney General. Customer will only release the requested Information if required to do so by the Office of the Texas Attorney General

4. Customer Obligations.

4.1 Dependencies and Compatibilities. If Customer enables Dependencies or Compatibilities with an Offering, Trimble may access and exchange Customer Data with the Dependencies or Compatibilities on Customer's behalf. Trimble will have no liability or obligations under the Agreement with respect to how any Dependencies or Compatibilities uses or processes Customer Data. If Trimble hosts any Dependency or Compatibilities at Customer's request, Customer represents and warrants to Trimble that Customer has all rights necessary. Trimble may charge additional fees for such hosting services.

4.2 No Prohibited Data. Customer will not use the Offerings with Prohibited Data. Customer acknowledges that the Offerings are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.

4.3 Customer Data. Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Offerings and grant Trimble the rights in Section 3 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data. If Customer utilizes data fields available in the Offerings to store data not required for the normal use and operation of the Offerings for their intended purpose, Customer agrees that Trimble is not responsible for, and will not be liable in any manner for such data, and without waiving its governmental immunity, Customer assumes all risks associated with, and Trimble disclaims liability for any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) related to or arising from, Customer's use of data fields to store such data.

4.4 Excluded Claims. In addition to the Excluded Claims stated Section 7 (Limitation of Liability) in the General Terms, the following shall also be Excluded Claims for purposes of the Agreement: of these Software Terms and any breaches of Sections 2.3 (Restrictions) or Section 4 (Customer Obligations) of these Software Terms.

4.5 License Compliance. Customer shall promptly notify Trimble if Customer become aware of (i) any breach of confidentiality obligations regarding the Offerings, or (ii) any infringement (whether actual or alleged) of Trimble's intellectual property rights in the Offerings, or (iii) any unauthorized use of the Offerings by any person, and provide reasonable assistance to Trimble in connection with any suit or proceeding relating to such events.

4.6 Usage Limitations. Customer will comply with all Usage Limitations. If Customer exceeds the Usage Limitations during the Term, Trimble may invoice Customer for the use that exceeded the applicable Usage Limitations at Trimble's then-current list price, and Customer shall pay in accordance with the Agreement. The parties may also agree on a Usage Limitation adjustment, in which case Customer must sign a new Order and pay the applicable fees.

4.7 Fee Criteria. If the Order states Software is made available based on GAR, Project Budget, Total Project Value, population, specific-department usage, Affiliate-limitations, or similar criteria (any such criteria, the "**Fee Criteria**"), the fees for that Software are calculated based on that Fee Criteria as of the date of Order issuance by Trimble. Unless otherwise provided in the Order, if the Fee Criteria increases by more than 10% during the Subscription Term, (i) Customer shall promptly notify Trimble in writing, (ii) within 30 days of learning of the Fee Criteria increase, Customer must either bring its use of the Software within the established Usage Limitation or Fee Criteria per the Order or execute an amendment setting forth the additional fees, (iii) if Customer fails to do either, Trimble has the right to adjust such fees based on changes in the Fee Criteria and its then-current list price for that Software (including on a prorated basis for the current term), and (iii) Customer shall pay any applicable additional fees upon receipt of the invoice in accordance with the Agreement. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer's then-applicable Fee Criteria.

5. **Suspension of Access.** Trimble may suspend Customer's access to an Offering, without liability, and in whole or in part, if (a) Customer breaches any Usage Limitations, Sections 2.2 (Authorized Users), 2.3 (Restrictions), 4 (Customer Obligations) or 6.2 (Offering Content); (b) Customer's account is five (5) business days or more overdue; or (c) immediately if Customer or any of its Authorized Users' acts or omissions threaten the integrity, availability, or security of the Offerings or Trimble's systems, products, or infrastructure (provided Trimble will use commercially reasonable efforts to provide Customer with advance notice of such suspension where Trimble determines exigent circumstances do not exist). Trimble will lift such suspension once the related issue or failure is cured to Trimble's reasonable satisfaction. Fees will continue to apply during the suspension period. Customer may be prohibited from entering new Customer Data or processing or accessing existing Customer Data and data reports during the suspension period. If Customer attempts to access or manipulate Customer Data utilizing third-party software during suspension, Trimble disclaims any responsibility or liability relating to lost or altered Customer Data or related damages.

6. **Certain Features.** The following provisions apply to the extent applicable to the Offerings.

6.1 Third-Party Materials. The Offerings may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Offerings. To the extent specified by Trimble (including in any Supplemental Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions ("**Third-Party Terms**"). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer's right to access any features of the Offerings that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer's authorized use of the Offerings in accordance with the Agreement.

6.2 Offering Content. "**Offering Content**" shall be any Trimble IP or Third-Party Materials made available as data or information through the Offering, whether included as part of the Offering or as a separate subscription. Any Offering Content that is Trimble IP will be deemed part of the Offering. Any Offering Content that is Third-Party Materials shall be subject to any applicable Third-Party Terms. If no Third-Party Terms apply, then unless otherwise authorized by Trimble in writing or the applicable Documentation, such Third-Party Materials, and any derivative thereof, may only be used or accessed by an Authorized User. Third-Party Materials will be used solely for Customer's internal purposes during the Term and must be accessed pursuant to a manual Authorized User request. Customer will not: (i) access, extract, or download any Third-Party Materials, or portions thereof, in batch or en masse by any means; (ii) use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information; (iii) sell, offer to sell, rent, sublicense, or transfer any copies of the Third-Party Materials, or portions thereof, to a third party or allow a third party to use the Third-Party Materials; (iv) use the Third-Party Materials to develop services or products for sale or include any portion of the Third-Party Materials in any product or service; (v) use any portion of the Third-Party Materials to create a competitive service, product, or technology; (vi) recreate the Third-Party Materials or create otherwise a separate database or other repository of Third-Party Materials; (vii) use Third-Party Materials to train, augment, or correct another database or information repository; (viii) unless other specified in the Documentation,

permit any individual other than an Authorized User to access or use the Offering Content and any derivative thereof, or (ix) make any portion of the Third-Party Materials available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Third-Party Materials.

6.3 Open Source. The Offerings may incorporate third-party open source software ("**Open Source**"), as listed in the Documentation or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of the Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of the Agreement.

6.4 Third-Party Application Stores.

(a) Purchase from Application Store. If Customer obtains the Offering (or portions thereof) through a third-party application store, marketplace, or other site or service (each, an "**Application Store**"), such Application Store is considered a reseller. All fees are non-refundable once paid. Customer's download of the Offering may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Offering.

(b) Apple-Specific Terms. If Customer downloaded the Offering from Apple Inc.'s ("**Apple**") Application Store, the following terms are part of the Agreement. The Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of the Agreement and will have the right (and will be deemed to have accepted the right) to enforce the Agreement against Customer as a third-party beneficiary. To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Offering, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble's responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Offering. As between Trimble and Apple, Trimble is solely responsible for the Offering and for addressing any claims Customer or any third parties have about the Offering or Customer's possession or use of the Offering, including without limitation (i) product liability claims; (ii) any claim that the Offering fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Offering or Customer's possession or use of the Offering infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.

6.5 Security for SaaS or Hosting Services for Licensed Software. This Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) applies to Offerings that are SaaS or hosting services for Licensed Software. During the Term, Trimble or its third party hosting provider(s) will use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) against unauthorized access to or use of Customer Data; and (d) against unlawful processing, accidental destruction, or loss of Customer Data. In the event Trimble is not in breach of the foregoing obligations and an unauthorized third party nonetheless gains access to the Customer Data, such disclosure of Customer Data in such circumstances shall not be a breach of Section 9 (Confidentiality) of the General Terms. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software), the terms of this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) will control.

6.6 Third-Party Access.

(a) Contractors and Affiliates. Unless prohibited by Trimble in the Order, Documentation, any Supplemental Terms, or otherwise by Trimble in writing, Authorized Users may include individuals who are contractors or consultants of Customer or employees, contractors, or consultants of its Affiliates; provided, however, any such access and usage may require additional fees as described in Section 4.7 (Fee Criteria), if applicable.

(b) Other Third-Parties. If expressly authorized by Trimble in the Order, Documentation, any Supplemental Terms, or otherwise by Trimble in writing, the Offerings may allow Customer to invite other third parties to become Authorized Users and/or access Customer Data.

(c) Generally. Customer authorizes Trimble to share Customer Data with any third-party Authorized Users or as otherwise instructed by Customer. Customer is solely responsible for such third-parties' compliance with the Agreement and for any and all acts or omissions of any such third parties. Such third parties are not intended third-party beneficiaries under the Agreement. Trimble shall have no liability for any act or omission of any such third party, including by way of access or use of Customer Data. Such third-party access or use of the Offerings must be solely and exclusively for the benefit of Customer, and any other purpose is prohibited. For clarity, as between Customer and any such third parties, any data or other information uploaded by such third party to the Offerings on Customer's behalf will be deemed Customer Data of Customer.

(d) Customer as a Third-Party. In the event that Customer is invited to access an Offering as a third party, any data or other information uploaded by Customer on behalf of such third party shall be deemed "Customer Data" of such third party.

7. Support. If Customer is eligible for Support and pays any applicable fees, Trimble will make such Support available in accordance with the Support Terms or as Trimble may otherwise expressly provide in writing. Unless otherwise set forth in writing by Trimble, Support is not available for Free Versions or Trials and Betas.

8. Term and Termination.

8.1 Perpetual License. If Customer purchases a perpetual license to Licensed Software, Customer's license to the Licensed Software will continue in perpetuity subject to the terms and conditions of the Agreement. Support for Licensed Software is purchased separately unless otherwise indicated by Trimble in writing or on an Order.

8.2 Subscriptions.

(a) Subscription Term. If Customer purchases access to a SaaS or a license to Licensed Software for a limited period of time, the duration of the initial term and any renewals are as set forth in the Order (collectively, the "**Subscription Term(s)**"). Notwithstanding anything to the contrary in the Order, the start date for each Subscription Term for each Offering will begin on the Provision Date for that Offering. For clarity, each Offering may have a different Provision Date.

(b) Additional Subscriptions. If Customer previously purchased one or more Subscriptions for a particular Offering ("**Existing Subscription(s)**") and subsequently purchases one or more additional Subscriptions (for any Offering) while the Existing Subscription(s) is in effect (the "**Additional Subscription(s)**"), the duration of the Subscription Term for the Additional Subscription will be as set forth in the Order. Unless otherwise set forth by Trimble in writing, all Customer's Subscriptions shall have the same end date and Trimble may invoice all fees for all such Subscriptions on a single invoice.

8.3 Effect of Termination. Upon expiration or termination of the Agreement or the Order, Customer's right to use the Offerings will cease and Customer will immediately cease any and all use of and access to the Offerings and will delete (or, upon request, return) all copies of any Offerings. At the disclosing party's request upon expiration or termination of the Agreement, to the extent permitted by law and subject to the Customer's retention schedules, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 3 (Data Usage and Ownership)). Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to the Agreement's confidentiality restrictions.

8.4 Survival. In reference to Section 4.3 of the General Terms (Survival), the following Sections of these Software Terms survive any expiration or termination of the Agreement: 1 (Definitions), 2.3 (Restrictions), 3.1 (Data Usage and Ownership), 4 (Customer Obligations), 8.3 (Effect of Termination), 8.4 (Survival), 9.3 (Additional Disclaimers), and 10 (Indemnification). Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

9. Warranties and Additional Disclaimers.

9.1 Limited Warranty. Subject to the Agreement and any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period, the Offerings will perform materially as described in the Documentation. The "**Warranty Period**" is (a) 90 days for Licensed Software licensed on a perpetual basis, and (b) for the duration of the applicable Subscription Term, for any Subscriptions. Notwithstanding the foregoing, Trimble makes no warranties with respect to Correction Services, which are provided as-is and as-available.

9.2 Warranty Remedy.

- (a) If the Offering fails to conform to Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. For any such claims reported by Customer within such period that Trimble determines are valid, Trimble will correct such non-conformity by issuing corrected instructions, a restriction, or a bypass, or by replacing the Offerings, at Trimble's option. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy, and Trimble's entire liability, for the failure of the Offerings to conform to the warranty in Section 9.1 (Limited Warranty).
- (b) The foregoing limited warranty only applies if and to the extent that (i) any Offering associated with the warranty is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (ii) any Offerings associated with the warranty is not modified or misused. The foregoing limited warranty does not apply to (1) issues caused by unauthorized use or modifications; (2) unsupported or unauthorized versions of any Offerings; (3) operating the Offerings under any specification other than, or in addition to, the Documentation; (4) issues in or resulting from Dependencies, Compatibilities, or third-party systems, products, or services; or (5) Free Versions, Trials and Betas or other similar versions.

9.3 Additional Disclaimers. Trimble makes the following disclaimers in addition to Section 6 (Warranty Disclaimer) in the General Terms.

(a) **General.** **TRIMBLE MAKES NO EXPRESS WARRANTY THAT CUSTOMER'S USE OF THE OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER MALWARE OR PROGRAM LIMITATIONS; THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY; OR THAT TRIMBLE WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET, SATELLITES, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE OFFERINGS OR CUSTOMER'S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER'S USE OF THE OFFERINGS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERINGS AND THE SELECTION OF THE OFFERINGS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE OFFERINGS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE OFFERINGS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.**

(b) **Correction Services Disclaimers.** Customer acknowledges that the Correction Services and related network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service and other natural or manmade conditions. Additionally, motor and ignition noise, metal shielding, and interference by users of the same or adjacent radio channels may limit or interfere with Correction Services. Trimble is not responsible for the operation or failure of operation of GNSS satellites or the availability of GNSS satellite signals.

(c) **Third-Party Materials.** Third-Party Materials are provided "AS IS" and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials. Trimble and its suppliers make no warranty or guarantee with respect to any Third-Party Materials, including regarding their accuracy or continued availability or compatibility.

(d) **Dependencies and Compatibilities.** Trimble makes no warranty or guarantee with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control, including their continued availability or compatibility.

(e) **Prohibited Data.** Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with Prohibited Data.

10. Intentionally Omitted. .

11. Government End-Users. Elements of the Offerings are commercial computer software. If the user or licensee of the Offerings is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or any related documentation of any kind, including technical data and manuals, is restricted by the terms of the Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings were developed fully at private expense. All other use is prohibited.

12. Region-Specific Terms - France. Solely for purposes of Customers who's billing address is in France, the following shall apply: Prohibited Data included any patient, medical or other protected health information regulated by the French Public Health Code and the GDPR; and Customer's grant of rights in Section 3.1 (Generally) shall be for so long as the Customer Data is protected by intellectual property law.

Addendum #3

Supplemental Terms for Support and Maintenance *Version 1.0 (Last Updated: April 3, 2023)*

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. Scope. Provided that Customer has paid the applicable fees, Trimble shall provide the Support described in these Support Terms during the Maintenance Term (as defined below). The “**Maintenance Term**” shall be: (a) for Support for SaaS or Licensed Software licensed for a limited term, the applicable Subscription Term, and (b) for Support for Licensed Software licensed on a perpetual basis, the term specified in the Order, or if not specified, for a period of one (1) year.

2. Support.

2.1 During the applicable Maintenance Term, Trimble shall use reasonable efforts to correct or provide a workaround for any reproducible programming error in the Software attributable to Trimble with a level of effort commensurate with the severity of the error, as reasonably determined by Trimble. Upon identification of any programming error, Customer shall promptly notify Trimble of such error and shall provide Trimble with enough information to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2.2 For certain Software, Trimble may provide additional or different support services or procedures as set forth in the applicable Documentation, support handbook, or other written documentation provided by Trimble, if any (collectively, the “**Additional Support Documentation**”). If there is any conflict between these Support Terms and such Additional Support Documentation with respect to the description of support services, requirements or procedures, the provisions of such Additional Support Documentation will prevail. Customer agrees and acknowledges that Trimble may use third parties to provide Support on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer’s information and data to perform the Support for Customer.

3. Licensed Software Updates and Upgrades. During the applicable Maintenance Term, Customer shall be entitled to receive all upgrades and updates to the Software that are publicly released by Trimble. The contents and timing of all upgrades and updates will be decided by Trimble in its sole discretion. Any such updates and upgrades will be deemed to be “Software” and licensed under the terms and conditions of the Agreement, including any applicable software end user terms or license agreement. Updates and upgrades exclude (a) new versions of the Software (e.g., a change to the left of the decimal in the version number [e.g., 1.x to 2.x] or otherwise designated by Trimble), and (b) any separate modules and other functionality for which Trimble charges a separate fee.

4. Limitations and Exceptions. The following matters are not covered (and Trimble will not have any obligations with respect to such matters) pursuant to these Support Terms:

- 4.1. Any Software for which applicable fees have not been paid;
- 4.2. Any problem resulting from the misuse, improper use, alteration, or damage of the Software;
- 4.2. Any problem resulting from improper or inadequate installation, maintenance, or storage of the Software;
- 4.3. Any problem caused by modifications of the Software not made or authorized by Trimble;
- 4.4. Any problem resulting from any hardware or software in either case not developed or supported by Trimble, including, without limitation: any computers, tablets, disk drives, operating systems, network hardware or software, database, or any other hardware or third-party software;
- 4.5. Any problem resulting from the combination of the Software with other programming or equipment to the extent that such combination has not been approved by Trimble; and
- 4.6. Errors in any version of the Software other than the most recent release, provided that Trimble will continue to provide Support for superseded releases for a reasonable period (not to exceed ninety (90) days).

Support excludes on-site visits, installation and training, file conversion, optional products and services, directories, consulting services, shipping charges, or any recommended hardware.

5. Termination or Expiration. Support will automatically terminate with respect to any Software that is no longer licensed for use as a result of expiration or termination of the Agreement, or replacement of the applicable Software with new releases.

Additional Support Documentation

Version 1.1

1. Generally.

- 1.1. Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Offering attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 3 (Severity Priority Levels) below.
- 1.2. For certain Offerings as set forth in Section 2 below, Trimble may provide a customer support portal (the “**Support Portal**”), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Supportal Portal, the terms herein shall govern.
- 1.3. For certain Offerings as set forth in Section 2 below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a “**Authorized Support Contact**”). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Offerings necessary to assist Trimble as needed.
- 1.4. Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2. Support Portals. Support portals with information about reporting and general availability are described below.

Offering	Support Portal*	Authorized Support Contacts Only?**
AgileAssets	https://agileassets.com/techsupport	Yes
Cityworks	https://mycityworks.force.com	Yes
e-Builder (non-Fed Ramp)	https://www.e-builder.net/customer-center	No
e-Builder (Fed Ramp)	None.***	Yes
Trimble Water	https://mytrimblewater.force.com/s/login	No

* Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.

** For any Products that do not require an Authorized Support Contact, any Authorized User of Customer may contact support.

*** Authorized Users of e-Builder Enterprise Government Edition may submit support requests by phone (866-254-1531) or email (ebuilder-gov-support@trimble.com). Hours of operation are Monday through Friday 8:00 AM to 6:00 PM Eastern Time. Non-urgent and after-hours support requests should be submitted via email. All support requests submitted via email must include the following information: 1) Authorized User name and email address, 2) Phone number, 3) Account Name, and 4) Brief description of the issue. e-Builder Community and Salesforce are not currently available for the Government Edition.

- ### 3. Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

Priority Level*	Priority Criteria	Target Response Goal**	Level of Effort for Resolution
P1	most urgent and impactful	½ hour	Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around.

P2	urgent and impactful, but usually has an acceptable temporary workaround	½ hour	Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around.
P3	important, but not urgent and impactful	4 hrs	Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around.
P4	a low priority, informational, or an enhancement request	24 hrs	Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance.

* See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.

** The use of the term “hour(s)” refers to business hours based on Trimble’s regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). “Response” means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.

Priority matrix					
		Impact			
		Widespread	Large	Localized	Individualized
Urgency	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Definitions		
Impact	Impact is a measure of the number of users, sites, or devices affected.	Widespread. More than three quarters of users or devices are affected.
		Large. (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		Localized. (1) A single site is affected or (2) less than one half of users or devices are affected.
		Individualized. A single or a small number of users or devices are affected.
Urgency	Urgency is a measure of the severity of the issue on the Customer’s operations.	Critical. Use of Offering as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer’s operations (e.g., outage).

Definitions		
		High. Use of Offering as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer's operations.
		Medium. Use of Offering or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement.
		Low. All other requests that are not the above.

4. Additional Limitations and Conditions.

- (a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Offering in a manner other than as authorized in the Agreement; (ii) conversions of Customer's databases to accommodate new hardware or software, (iii) Customer Data debugging or manipulation, (iv) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (v) implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vi) any Offering where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.
- (b) Customer must (i) require its personnel to obtain adequate training to operate the Offering, (ii) if required by Trimble for the particular Offering, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.
- (c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials, Dependencies, or Compatibilities, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.
- (d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

Addendum #4

Supplemental Terms for Services

(Training, e-learning content, implementation, configuration, and other services)

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

- 1. Generally.** Trimble or its authorized service providers will use commercially reasonable efforts to provide Services to Customer as described in an Order or SOW. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.
- 2. Training and E-Learning.** For any Services consisting of delivery of training or e-learning (e.g., videos, manuals, etc.), any content made available by Trimble shall not be deemed a Deliverable (as defined below), notwithstanding anything in an Order or SOW to the contrary, and no Intellectual Property Rights therein are assigned or transferred to the Customer. Unless an Order or Documentation states otherwise, prepaid training and e-learning content will expire if not completed within six months from the effective date of the Order or SOW. Trimble reserves the right to reschedule training if it determines in good faith that attendance is not sufficient or the originally scheduled time or location are no longer feasible. Trimble will provide 48 hours advance notice of the need to reschedule was caused entirely by Trimble. If the Order states a date that Services must be completed by, such date is presented for illustrative purposes. The actual completion date for such Services will be provided on the invoice.
- 3. Customer Materials.** Customer shall provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Services, Trimble shall be excused from performance until such items or access are provided. Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Services. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.
- 4. Customer Premises.** Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Services, if onsite performance of Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Services.
- 5. Customer Dependencies.** Customer is responsible for taking all actions identified or described in the Agreement which are a condition for Trimble to provide Services. Should Customer's failure to take such actions result in a delay of Trimble against a delivery schedule, or result in additional provable costs incurred by Trimble, Trimble shall not be considered to be delayed in its obligations, and Trimble shall be entitled to payment of such additional costs.
- 6. Deliverables.** "**Deliverable(s)**" shall mean any Trimble deliverables as expressly set forth on a SOW or Order. Trimble hereby grants Customer a worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Offerings associated with such Deliverables and only for the period of time that Customer has ownership or authorized use of such Offerings. Unless expressly stated otherwise in the applicable Order or SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.
- 7. Limited Warranty.** Trimble will perform Services in a professional and workmanlike manner. If notified of a non-conformity within thirty (30) days of delivery of the applicable Services, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-conforming Services, Trimble will, as its sole liability and obligation for failure to provide Services meeting this warranty, either (a) re-perform the non-conforming Services at no additional cost to Customer, or (b) issue a credit for any Services which Trimble identifies as non-conforming.
- 8. Travel Expenses.** Trimble will invoice Customer for reasonable and pre-approved out-of-pocket travel expenses incurred in connection with performing Services. Expenses may be invoiced separately from fees and may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request.

- 9. Other Offerings.** These Services Terms only apply to Services, and not to any other Offerings, even if such other Offerings are referenced in an Order or SOW. For clarity, all such other Offerings shall not be considered a Deliverable hereunder, and the provision thereof shall be governed by one or more separate agreements between Trimble and Customer.
- 10. Non-Solicitation.** During the Term and for a period of 12 months thereafter, Customer, shall not, directly or indirectly, solicit, hire, engage, or attempt to do any of the foregoing, any person who was an employee or independent contractor of Trimble who provided Services to Customer, without Trimble's express prior written consent.

Addendum #5

Supplemental Terms for Hardware

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Delivery.** Delivery times for Hardware are established when an Order is received and accepted by Trimble. Trimble will use commercially reasonable efforts to meet Customer's requested delivery dates, unless Customer is in default under the Agreement or Trimble's performance is otherwise excused (e.g., force majeure, etc.). Late delivery is not a basis for Customer's cancellation of any Order.

Title and risk of loss or damage to the Hardware will pass to Customer upon delivery to Trimble's shipping carrier.. Trimble will deliver any shipment FCA (Incoterms 2020) from its warehouse. Customer will pay or reimburse Trimble for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges. Trimble may fulfill its delivery obligations for Hardware through an Affiliate and/or authorized reseller. Trimble reserves the right to make partial deliveries.

2. **Acceptance, Inspection, Notice of Nonconformance.** All Hardware will be deemed accepted by Customer upon delivery to Trimble's shipping carrier, subject to Customer's right to inspect and reject damaged Hardware or Hardware that do not conform to the Order within 10 days of delivery. It is Customer's responsibility to give Trimble prompt written notice of identified damage or non-conformance to the Order. If Customer retains the Hardware without giving notice within the designated period, it will be deemed to waive its right of rejection. The foregoing will not, however, prejudice Customer's warranty remedies as described in the applicable Hardware Terms.
3. **Limited Warranty.** Unless the Hardware comes with a limited warranty that provides otherwise, Trimble warrants to Customer, and only to Customer, that the Hardware is designed and manufactured to conform in all material respects to Trimble's specifications and all parts are and will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. During the warranty period, Trimble's obligations in Section 7 (Sole Remedy; Warranty Procedure) are Customer's only and exclusive remedy for Hardware that Trimble reasonably determines does not meet the limited warranty, and is made subject to these Hardware Terms.
4. **Firmware.** Trimble hereby grants Customer a personal, non-exclusive, revocable, non-assignable right to access and use firmware solely as necessary to use the Hardware in accordance with the Documentation. During the limited warranty period, Customer will be entitled to receive such Fixes (as defined below) to the firmware that Trimble releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Trimble products generally. Minor Updates (as defined below), Major Upgrades (as defined below), new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this fix process and limited warranty. Receipt of software fixes will not serve to extend the limited warranty period. "**Fix(es)**" means an error correction or other update created to fix a previous software version that does not substantially conform to its Trimble specifications; "**Minor Update**" occurs when enhancements are made to current features in software; and "**Major Upgrade**" occurs when significant new features are added to software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update, Major Upgrade, new products, or substantially new software releases.
5. **Non-Trimble Manufactured Products.** Trimble will extend to Customer the manufacturer's warranty, if any, for all equipment and/or software products manufactured by another manufacturer and furnished by Trimble to Customer under such other manufacturer's brands. Customer acknowledges and agrees that Trimble shall not be responsible for separately warranting or supporting the equipment or software products of such other manufacturers.
6. **Warranty Exclusions.** The foregoing Hardware limited warranty will only apply in the event and to the extent that (a) the Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (b) the Hardware is not modified or misused. This limited warranty does not apply to, and Trimble shall not be responsible for defects or performance problems resulting from (i) the combination or use of the Hardware with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Trimble; (ii) the operation of the Hardware under any specification other than, or in addition to, the Documentation; (iii) the unauthorized installation, modification, repair or use of the Hardware; (iv) damage caused by accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Hardware specifications), or exposure to environmental

conditions for which the Hardware is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Hardware. **TRIMBLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS."**

7. **Sole Remedy; Warranty Procedure.** If the Hardware fails during the warranty period for reasons covered by this limited warranty and Customer notifies Trimble of such failure during the warranty period, Trimble will at its option repair or replace the nonconforming Hardware with new, equivalent to new, or reconditioned parts or Hardware or, if either of the foregoing is commercially impractical in Trimble's determination, refund the Hardware purchase price paid by Customer (excluding separate costs of installation, if any) upon Customer's return of the Hardware in accordance with Trimble's product return procedures then in effect. Any repaired or replaced Hardware will be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer. Warranty service will be provided at a designated Trimble service center or by an authorized Trimble service provider. Except as otherwise agreed by the parties, Customer shall be responsible for all shipping charges to the designated Trimble service center or authorized Trimble service provider.
8. **Determination of Warranty Applicability:** Trimble reserves the right to refuse warranty services if the Hardware date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded from the warranty pursuant to the Terms. Following Trimble's examination of Customer's claim, Trimble will notify Customer of warranty status and the repair cost of any out-of-warranty Hardware. At such time Customer must issue a valid purchase order to cover the cost of the non-warranted Hardware repair and return freight, or authorize return shipment of the Hardware at Customer's expense as-is.
9. **Non-responsibility for Lost Data.** Trimble shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any Hardware serviced by it or an authorized Trimble service provider, or for the consequence of such damage or loss, e.g., business loss in the event of system, program or data failure. It is Customer's responsibility, prior to servicing, to backup data and remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the Hardware to Trimble. The Hardware will be returned to Customer configured as originally purchased.
10. **Return of Hardware:** All Hardware returns are subject to Trimble's prior written consent and must comply with its product return (RMA) procedures then in effect. Before returning or exchanging Hardware, Customer must contact Trimble directly to obtain an authorization number to include with the return. Customer must return Hardware to Trimble in their original or equivalent packaging, and Customer is responsible for risk of loss, as well as shipping fees back to Trimble. Hardware received but not eligible for return will be sent back to Customer freight collect. For approved returns, Customer will receive credit equal to the lesser of the Hardware invoice price or its current replacement value, less any applicable charges or fees.

Addendum #6

Supplemental Terms for U.S. Public Entities

Version 1.0 (Last Updated: October 7, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. **Scope.** To the extent Customer is a public or governmental entity, these Supplemental Terms provisions apply to the extent Customer is a public or governmental entity in the United States.
2. **Intellectual Property Indemnification by Trimble.** Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Offerings in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Offerings are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Offerings substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Offerings; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Offerings are modified by any party other than Trimble; (2) if the Offerings are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Offerings; (4) to any unsupported release of the Offerings; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Offerings.
3. **Tax Exemption.** If Customer is a tax-exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 3.1 of the General Terms regarding Customer's responsibility to pay taxes shall be inapplicable.
4. **No Indemnification by Customer.** Any indemnification obligations of Customer in the General Terms shall be inapplicable.
5. **Public Records Law.** Customer's confidentiality obligations in Section 9 (Confidentiality) of the General Terms may be subject to applicable public records law.
6. **Limited Publicity.** Provision (b) in Section 12.11 (Publicity) of the General Terms shall be inapplicable.
7. **Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees for the Term shall immediately become due and payable. All previously paid fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services, if any, must be paid in full before the termination becomes effective.
8. **Non-Appropriation of Funds.** The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with Section 7 (Termination for Convenience) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.
9. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement ("**Piggyback**"), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
10. To the extent required by Texas law, Company 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 this Agreement discriminate against a firearm entity or firearm trade association; (2) it does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, as amended, it will not boycott Israel during the term of this Agreement; (3) it does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2264.001, and it will not boycott energy companies during the term of this Agreement; (4) it does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) it is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.
11. **Governing Law.** Notwithstanding Section 12.9 (Governing Law and Venue) of the General Terms, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.

Addendum #7
Service Level Agreement; Data Security and Restoration
Version 1.0

1. Availability Service Level Agreement

For any Offering that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

- 1.1. **Target Availability.** Trimble will use commercially reasonable efforts to make the Offering available with an uptime availability (time periods during which Customer has general connectivity to the Offering) (the “**Target Availability**”) as follows:

Offering	Target Availability*
Cityworks	99.9%*
AgileAssets / Pavement Express	99%
e-Builder	99.95%
Trimble Water - Trimble Unity Work Management/ Trimble Unity Remote Monitoring	99.5%

**Target Availability is generally for a calendar month; provided that Cityworks target availability will be calculated on a quarterly basis.*

- 1.2. **Exclusions.** The calculation of uptime will not include unavailability to the extent due to: (a) Customer’s use of the Offering in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Trimble’s reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer’s equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.
- 1.3. **Scheduled Maintenance.** “**Scheduled Maintenance**” means Trimble’s scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble’s websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Offering. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.
- 1.4. **Service Credits.** If there is a verified failure of the Offering to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Offering in such month (“**Service Credit**”). The Service Credit will be calculated as follows:

*Service Credit = Pro Rata Fee * percentage of time that the Offering did not meet the Target Availability*

The “**Pro Rata Fee**” means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Offering (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Offering (excluding taxes, etc). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed 20% of the Monthly Fee.

Trimble will apply each Service Credit to Customer’s next invoice, provided that Customer’s account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

- 1.5. **Sole Remedy.** Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer’s sole and exclusive remedy for any failure to meet the Target Availability.

2. Data Security and Restoration

- 2.1. **Software-as-a-Service and Hosted License Software.**

a) Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain

reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.

- b) Trimble will use reasonable efforts to restore lost or damaged Customer Data for Offerings deployed through Trimble hosting services or as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

2.2. On Premises Licensed Software. Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support for Licensed Software not hosted by Trimble, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.



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

DATE: November 4, 2024

FROM: Jersain Castanon, Senior Project Engineer

ITEM: Consider approval of a Pro-Rata Agreement between Hal Brown and the Town of Flower Mound for the construction of approximately 209 feet of 8-inch sanitary sewer line on the north side of Juniper Street, and associated apparatuses on Juniper Street in the Pecan Acres Addition; consider adopting an ordinance providing for said Pro-Rata Agreement; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: In accordance with the Town's Code of Ordinances, Mr. Brown was required to install an 8-inch sanitary sewer line with associated apparatuses to provide service to Lot 24, Block 26 of the Pecan Acres Subdivision. The installation of said improvements allowed for Town of Flower Mound sanitary sewer to be made available to properties where such services had been previously unavailable. The Pro-Rata Agreements allow for the possible recovery of costs associated with the construction of the required utilities.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Pro Rata Agreement
2. Ordinance

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

PRO RATA AGREEMENT

The Town of Flower Mound, Texas, hereinafter called the “Town,” acting herein and through the Town’s duly authorized Mayor, and Hal Brown, hereinafter called the “Developer,” hereby enters into this Pro Rata Agreement, hereinafter called the “Agreement.” The Town and the Developer may be referred to individually as a “Party and collectively as the “Parties,” and said Parties agree to the following:

I.

The Developer of Lot 1, Block 20 of the Pecan Acres Subdivision, located within the Town, has constructed an eight inch (8”) sanitary sewer main and associated appurtenances, from the center of Lot 24, Block 28 to a point approximately two hundred and nine (209) linear feet west on the north side of Juniper Street. This Agreement pertains to the construction of that eight-inch (8”) sewer main and associated appurtenances at the above-referenced location. These improvements have been sized and constructed to provide sanitary sewer service to Lots 13A-15R, Block 26 and Lots 22-24, Block 28 of the Pecan Acres Subdivision, as shown in Exhibit “A.”

Collectively, all sewer improvements described in this Section I shall hereinafter be defined as “Improvements.”

II.

The Improvements shall belong to the Town and said Town shall have exclusive jurisdiction over the same, subject to the terms of this Agreement.

III.

Property owners within the Pecan Acres Subdivision along Juniper Street desiring to connect the above-described sanitary sewer main, shall pay a pro rata fee to the Town, in a sum of \$118.07 per linear frontage foot, in order to pay for their applicable portion of costs associated with the construction of said sewer main. Out of the sum paid to the Town for connections, the Town shall pay to the Developer pro-rata fees received until the Developer receives \$64,348.15 for said main. Calculations for said construction costs are referenced in attached Exhibit “B,” incorporated herein by reference.

IV.

The maximum period of time for the pro rata reimbursement to the Developer for the Improvements shall not exceed ten (10) years. The Town shall reimburse the Developer within thirty (30) days after receipt of any or all pro rata funds. There shall be no interest, and no interest shall accrue, on this reimbursement provision.

V.

The Parties hereto agree that, pursuant to this Agreement, any proceeds paid do not constitute an impact fee, as defined in Chapter 395 of the Texas Local Government Code, as

amended, and that such pro rata payments are proceeds are specifically authorized pursuant to Section 395.001(4)(B) of the Texas Local Government Code, as amended.

VI.

This Development Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

VII.

Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either Party hereto shall notify the other:

If to the Town:	The Town of Flower Mound, Texas Attention: Town Manager's Office 2121 Cross Timbers Road Flower Mound, Texas 75028
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If to Developer:	Hal Brown 2145 Grand View Court Cedar Hill, TX 75104
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VIII.

In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

IX.

This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. Further, this Agreement shall be deemed to run with the land.

X.

Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

XI.

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent

reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

XII.

This Agreement shall be filed in the deed records of Denton County, Texas.

XIII.

The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Developer to same.

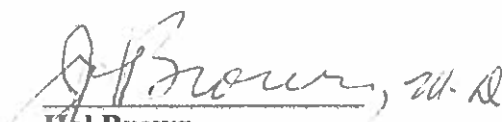
XIV.

In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

DULY PASSED AND APPROVED by the Town Council of the Town of Flower Mound, Texas this _____ day of _____ 2024.

DEVELOPER:

TOWN OF FLOWER MOUND:


Hal Brown

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

	BLOCK 26		BLOCK 26
	15R		13A
	3310 Juniper St		3306 Juniper St
Sewer	160	\$18,891.20	160 \$18,891.20

Sewer	75	\$8,855.25	75 \$8,855.25	75 \$8,855.25
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BLOCK 26	BLOCK 26	BLOCK 26
22	23	24
3313 Juniper St	3311 Juniper St	3309 Juniper St

Exhibit B

BLOCK	Lot Address Frontage Length	Service	Charge per Service	Total
26	13A 3306 Juniper St 160 feet	Sewer Main	160 x 118.07 =	\$18,891.20
26	15R 3310 Juniper St 160 feet	Sewer Main	160 x 118.07 =	\$18,891.20
28	22 3313 Juniper St 75 feet	Sewer Main	75 x 118.07 =	\$8,855.25
28	23 3311 Juniper St 75 feet	Sewer Main	75 x 118.07 =	\$8,855.25
28	3309 Juniper St 75 feet	Sewer Main	75 x 118.07 =	\$8,855.25

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A PRO RATA CONNECTION FEE TO DEVELOPERS OF PROPERTIES LOCATED ALONG JUNIPER STREET WEST OF CEDAR STREET BENEFITTING FROM THE SANITARY SEWER WEST OF THE INTERSECTION OF JUNIPER STREET AND CEDAR STREET; BASING SUCH CHARGE UPON THE FRONT FOOT OF THE PROPERTY TO BE SERVICED BY SUCH SANITARY SEWER IMPROVEMENTS; PROHIBITING THE ISSUANCE OF BUILDING OR OTHER PERMITS WITHOUT PAYMENT OF SUCH CONNECTION FEE; PROVIDING THAT 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, the Town Council of the Town has adopted a pro rata reimbursement policy for the Town, codified in Article IX of Chapter 70 of Subpart A in the Code of Ordinances, Town of Flower Mound, Texas; and,

WHEREAS, the Pecan Acres residential development, located north of Pecan Drive in the Town ("Pecan Acres"), has necessitated the construction of the sanitary sewer improvements extension along Juniper Street north of the intersection with Pecan Drive (the "Sanitary Sewer Improvements") to serve the Pecan Acres Development ("Development"); and,

WHEREAS, construction of the Sanitary Sewer Improvements has caused sanitary service improvements to be available to other tracts of land along Juniper Street (the "Benefitted Tracts") as depicted on Exhibit "A," attached hereto and incorporated herein by reference; and,

WHEREAS, the Town Council of the Town finds that it is fair, just, and equitable to establish a pro rata Sanitary Sewer Improvement connection charge to the tracts hereafter developed along and benefitted by such Sanitary Sewer Improvements, based upon the front area of each tract in relation to the total area to be serviced, and to remit the total amount of connection charges to the Developer of the Development (the "Developer") for the privilege of connection and the extension of the Sanitary Sewer Improvements; and,

WHEREAS, the pro rata connection fee for service by the sanitary sewer main has been calculated pursuant to Section 70-742 of the Code of Ordinances, Town of Flower Mound, Texas to be \$118.07 per front foot (the "Sanitary Sewer Pro Rata Connection Fee"), in accordance with Exhibit "B," which amount shall be remitted to the Town by the owner(s) of any Benefitted Tract to be connected for its share of the construction costs of

the sanitary sewer main prior to initial sanitary sewer service to any portion of an individual tract as depicted in Exhibit "A;" and,

WHEREAS, the Sanitary Sewer Pro Rata Connection Fee shall be referred to as the "Pro Rata Connection Fee;" and,

WHEREAS, if and when such Pro Rata Connection Fee is remitted to the Town, the Town shall reimburse one hundred percent (100%) of the collected Pro Rata Connection Fee to the Developer pursuant to an agreement as authorized by Section 70-742 of the Code of Ordinances, Town of Flower Mound, Texas and this Ordinance;

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

SECTION 1

The above findings and declarations are found to be true and are incorporated in this Ordinance.

SECTION 2

All persons, firms, corporations, or other entities owning a Benefitted Tract shall be charged a Sanitary Sewer Pro Rata Connection Fee to connect to the Sanitary Sewer Main in accordance with Exhibits "A" and "B," attached hereto, the full amount of which shall be remitted by the Town to the following party if, when, and as received for its share of the costs of construction and extension of such Sanitary Sewer Line:

Developer \$64,348.15

SECTION 3

The per front foot connection fee shall be calculated based upon the size of any Benefitted Tract at the time of the passage of this Ordinance as depicted on the attached Exhibit "A," and shall not be based upon the size of a tract hereafter subdivided from a larger tract existing as of the date of this Ordinance.

SECTION 4

No building or other permits shall be issued to any person, firm, corporation, or other entity owning a Benefitted Tract as depicted on Exhibit "A" unless and until the Pro Rata Connection Fee has been paid.

SECTION 5

The duration of this Ordinance shall be ten (10) years or until all tracts depicted on Exhibit "A" have paid their respective, proportionate share of the costs of such Sanitary Sewer Improvements, whichever occurs first.

SECTION 6

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

SECTION 7

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 8

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: November 4, 2024
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of naming the 97 acre public park located at 3900 Haynes Road as Samuel G. Tate Athletic Complex at Furst Ranch.**

BACKGROUND: The naming or renaming of town parks is the responsibility of the Parks Board. The process for determination of a name for recommendation to the Town Council is specified in Town Ordinance Sec. 54-1. A specific request was made by the owners/developers of Furst Ranch to name the future 97 acre park on Dunham Rd. after their grandparent, Samuel G. Tate (bio attached). The naming of the park is contingent upon the Town Council's approval of Item K5.

At the October 5, 2023, regular meeting, the Chair of the Parks Board appointed a Committee that was tasked with reviewing the request and making a recommendation to the full Board to consider. The Committee consisted of board members Teresa Thomason, Susan Borella, and Dart West. The committee met on October 17, 2023, at the Town's O&M Facility. The Naming Committee reviewed the request and considered different variations of the park name which incorporated the name of the grandfather. Utilizing the information provided by the developer, the Committee recommended that the Parks Board consider Samuel G. Tate Athletic Complex at Furst Ranch as the name for the park.

The naming committee presented their recommendation to the full Parks Board at their November 2, 2023, regular meeting with the motion passing unanimously.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its November 2, 2023, regular meeting.

ALTERNATIVES: The Town Council can decide to name the park something different or send the item back to the Parks Board for additional options.

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 11.2.23 Parks Board Agenda Packet

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



Parks Board

November 2, 2023

Town Hall

2121 Cross Timbers Road

Flower Mound, TX 75028

6:30 p.m.

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Board/Commission 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. To speak to the Board/Commission during public comment, please fill out a comment form, which is located in the lobby of Town Hall.

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

- 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 Chair depending on the number of speakers.
- Speakers must address their comments to the Board/Commission.
- Please state your name and address when speaking.

E. PRESENTATIONS

1. As prescribed in the Youth Sports Contract, a report will be given by Flower Mound Youth Sports Association of their operations in regards to youth baseball and softball in the Town of Flower Mound.
2. Recap presentation of the Arts Festival at Heritage Park

F. STAFF/DIRECTOR REPORT

G. 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 Commissioner by making such request prior to a motion and vote.

1. October 5, 2023 Minutes - Consider approval of the minutes from October 5, 2023.

H. REGULAR ITEM(S)

1. Park Naming Recommendation - Consider recommending approval for Town Council consideration the naming requests for two future Town parks located within the Furst Ranch development.
2. Public Hearing for Standards of Care - Public Hearing to consider recommending for Town Council consideration, Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.

I. WORK SESSION ITEMS

J. COORDINATION OF CALENDARS

1. The next meeting is scheduled for December 7, 2023.

K. 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 30, 2023, at 5:00 p.m., at least 72 hours prior to the scheduled time of said meeting.

Jade Olson, Staff Liaison

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 972.874.6076. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

Parks Board



October 5, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:30 p.m.

DRAFT MINUTES

A. CALL TO ORDER

The Parks Board met in a regular meeting with the following members present:

Teresa Thomason, Chair, Place 3
Rick Kenyon, Vice Chair, Place 4
Christopher Chastain, Place 1
Dart West, Place 2
Mark Mayer, Place 6
Susan Borella, Place 8, Alternate
Doug Graves, Place 9, Alternate
Ron Ruthven, Place 10, Alternate

with the following member(s) absent:

Holly Royer, Place 5
Jennifer Romaszewski, Place 7

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

Chuck Jennings, Director of Parks and Recreation
Travis Cunniff, Assistant Director of Parks and Recreation
Clayton Litton, Parks Superintendent
Brennon Peltier, Park Development Manager
Jade Olson, Administrative Assistant

B. INVOCATION

Board Member West gave the invocation.

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Board Member Thomason led the invocation.

D. ANNUAL ELECTION OF A CHAIR AND VICE-CHAIR FOR THE PARKS BOARD

ACTION: Board Member Kenyon nominated Teresa Thomason for Chair.
Board Member Mayer seconded the motion.

AYES: Ervin West, Mark Mayer, Richard Kenyon, Susan Borella, Christopher Chastain, Teresa Thomason
NAYS: None
ABSTAIN: Douglas Graves
RESULT: 6:0:1

ACTION: Chiar Thomason moved to nominate Rick Kenyon for Vice-Chair. Board Member Borella seconded the motion
AYES: Susan Borella, Mark Mayer, Ervin West, Christopher Chastain
NAYS: None
ABSTAIN: Douglas Graves, Rick Kenyon
RESULT: 4: 0: 2

E. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Board/Commission 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. To speak to the Board/Commission during public comment, please fill out a comment form, which is located in the lobby of Town Hall.

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

- 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 Chair depending on the number of speakers.
- Speakers must address their comments to the Board/Commission.
- Please state your name and address when speaking.

N/A

F. PRESENTATIONS

1. As prescribed in the Youth Sports Contract, a report will be given by Greater Lewisville Area Soccer Association of their operations in regards to youth soccer in the Town of Flower Mound.
Matt Chutchian, Athletics Supervisor, introduced Joe Nauenburg, GLASA President, and Dick Metivier, Treasurer to represent GLASA. The Board was updated with GLASA's operations in regards to youth soccer and adult soccer.
2. NCOA Senior Center Accreditation
Jaime Jaco-Cooper, Senior Programs Manager, introduced Jill Kranz, Accreditation Peer Reviewer, with the National Institute of Senior Centers. The Board was informed of the accreditation process.

G. STAFF/DIRECTOR REPORT

Chuck Jennings, Director of Parks and Recreation, Travis Cuniff, Assistant Director of Parks and Recreation, and Brennon Peltier, Park Development Manager provided updates.

H. **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 Commissioner by making such request prior to a motion and vote.

1. Approval of Minutes - Consider approval of the minutes from September 7, 2023.

ACTION: Vice Chair Kenyon moved to approve as presented in the agenda caption. Board Member Borella seconded the motion.

AYES: Ervin West, Mark Mayer, Richard Kenyon, Susan Borella, Douglas Graves, Christopher Chastain

NAYS: None

ABSTAIN: None

RESULT: 6 : 0

I. **REGULAR ITEM(S)**

1. Amending the Five Year CIP for Park Projects - Consider approval of a recommendation to amend the Town’s Five-Year Capital Improvement Projects list to incorporate the Leonard and Helen Johns Park Master Plan project to be funded by the Community Development Corporation in Fiscal Year 2023-2024 using 4B sales tax revenue.

ACTION: Board Member Mayer moved to approve as presented in the agenda caption. Vice Chair Kenyon seconded the motion.

AYES: Ervin West, Mark Mayer, Richard Kenyon, Susan Borella, Douglas Graves, Christopher Chastain

NAYS: None

ABSTAIN: None

RESULT: 6 : 0

J. **WORK SESSION ITEM(S)**

1. Review and discuss the appointment of a Parks Board Committee whose charge is to make a recommendation regarding the naming requests for two future Town parks located within the Furst Ranch development.

Director of Parks and Recreation Chuck Jennings requested 3 Board Members to make a recommendation regarding naming two future Town Parks. Board Members Teresa Thomason, Dart West, and Susan Borella were appointed.

K. COORDINATION OF CALENDARS

1. The next meeting of the Parks Board is scheduled for November 2, 2023.

L. ADJOURN

Chair Thomason adjourned the meeting at 7:37 p.m. on Thursday, October 5, 2023 and all were in favor.



PARKS BOARD AGENDA H.1. REGULAR ITEM(S)

DATE: November 2, 2023
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider recommending approval for Town Council consideration the naming**
requests for two future Town parks located within the Furst Ranch development.

BACKGROUND: The naming or renaming of Town parks is the responsibility of the Parks Board. A specific request has been made by the owners/developers of Furst Ranch to name two future Town parks within the development after their grandparents, Samuel G. Tate and George Barner Furst (bios attached). The two parcels will eventually be dedicated to the Town as part of the development's parkland dedication requirements. The Town is requesting that the Board make a naming recommendation before receiving the deeds to the land so that it can be included in a Developers Agreement with the applicant.

At the October 5, 2023 regular meeting, the Chair of the Parks Board appointed a Committee that was tasked with reviewing the requests and making a recommendation to the full Board to consider. The Committee consisted of board members Teresa Thomason, Susan Borella, and Dart West. The committee met on October 1, 2023, at the Town's O&M Facility without Parks Board member Dart West who could not attend due to being in close contact with a person that tested positive for COVID. The Naming Committee reviewed the request and considered different variations of the park names which incorporated the names of the two grandfathers.

Utilizing the information provided by the developer, the Committee recommended that the Parks Board consider Samuel G. Tate Athletic Complex at Furst Ranch as the name for the 92 +/- acre park and George B. Furst Park at Furst Ranch for the 20 acre park where a second community activity center would be built. Additionally, the committee recommended dedicating the building to George B. Furst and delaying the official naming of the building to a later date. The committee felt that it would be advantageous for the Town to have a catchy name for the center that would assist with branding and marketing. Examples in the metroplex that follow this same approach are: Grapevine - The Rec, Grand Prairie - The Epic, McKinney - Apex, Lewisville - Thrive, Coppell - The Core, and Southlake - The Marq.

The Parks Board naming recommendations will be sent to the Town Council for consideration at a future meeting once the Developers Agreement is ready for their consideration.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Furst Ranch Bios 10 30 23

DRAFT MOTION: Move to approve for Town Council consideration the naming of the future Town park properties as Samuel G. Tate Athletic Complex at Furst Ranch and George B. Furst Park at Furst Ranch with the future building being dedicated to George B. Furst.

Bios for Samuel G. Tate and George B. Furst

Both of these gentlemen are Grandfathers to Jack and Robert Furst. The 92+- acre Oncor/Furst Ranch tract located south of Dunham Road and the 20-acre tract site adjacent to State Highway 377 located in the Prairie Vista are properties which will become an athletic complex and a Community Activity Center, respectively, for the Town of Flower as Furst Ranch becomes a reality.

Samuel. G. Tate lived 90 years (1888-1978). He resided in the small town of Salena located in central Pennsylvania. Sam had an eighth-grade education and started working at the age of 14. He worked for the US Postal Service for 50 years. Sam and his wife had two children and four grandchildren and six great grandchildren. He served in the Army Quartermaster Corps. during World War I. In addition to being a Postmaster, Sam was an enterprising, small-town entrepreneur: forming a Water Company to serve the Town of Salena and surrounding areas; buying and selling farmland/timber on regular basis, owned a school bus company that served Lamar Township School District: owned and operated a country store and owned and operated a local stone quarry.

In 1951, Sam was duly elected to the Central State Normal School Class of 1916 (an honorary degree). Sam was smart, articulate and kind. A man of the community in which he served his entire life. Behind his bus barn, Sam built a baseball field for local youth. For over 50 years, kids frequently played baseball on Sam's field.

George B. Furst lived 85 years (1897-1985). He spent his entire life in the East End of Nittany Valley, Pennsylvania. George and his wife had 5 children and 9 grandchildren and many great grandchildren. George was a crop farmer and a dairy farmer his entire life. He was an excellent horseman. He loved animals. He served in the Army in World War I. Furst Ranch aspires to be "Where modern life meets the prairie." One of the signature amenities of Furst Ranch is its open space and natural parks. The Town's Community Activity Center located in the Prairie Vista is a perfect place and space to pay tribute to a hardworking farmer and family man.

Both, gentlemen were outdoorsmen, veterans and examples of excellence in their communities. Both men loved to work, respected people and spent their entire lives in Nittany Valley, an agricultural marvel. Furst Ranch with its open space and parks intends to pay tribute to the contours of the land allowing its tenants and visitors to experience the magic of the great outdoors-"modern living with rustic charm" or "modern living meets the prairie."



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

DATE: November 4, 2024
FROM: Codie Freeman, Planner
ITEM: **Public Hearing to consider an ordinance amending the zoning (Z24-0005- Sunrise Circle Lot 7, Block 2) from Interim Holding (IH) uses to Single Family District-10 (SF-10) uses. The property is generally located east of Stonecrest Road and south of Sunrise Circle. (PZ recommended approval by a vote of 6 to 0 at its October 28, 2024, meeting.)**

BACKGROUND:

- Size – 0.4462 acres
- Existing Zoning – Interim Holding (IH)
- Proposed Zoning – SF-10 (Single Family District-10, minimum 10,000 sf lot)
- Proposed Density – Medium Density Residential, as designated in the Master Plan
- SMARTGrowth – Exempt
- Traffic Analysis – Exempt
- Incentives – N/A
- [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, 28, 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.

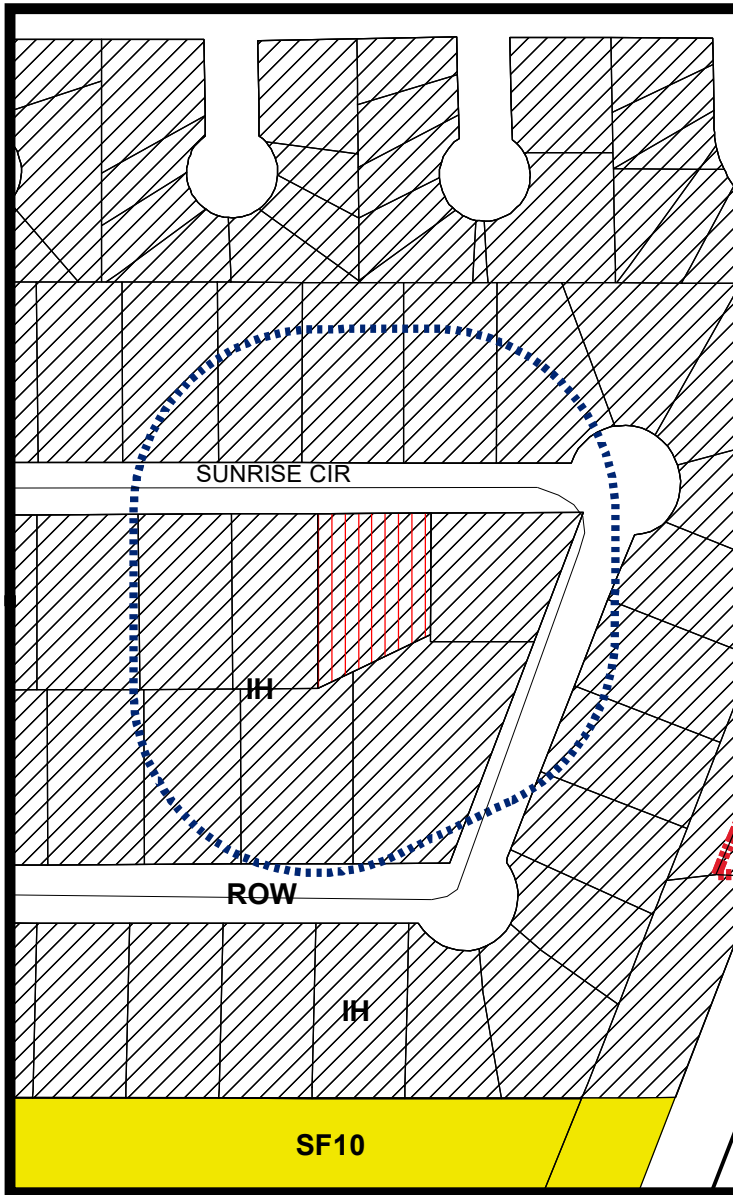
ATTACHMENTS:

1. Zoning & Aerial Map
2. Draft Ordinance

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

Vicinity Map

Z24-0005: Sunrise Circle Lot 7, Block 2



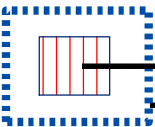
LEGEND



Interim Holding



Single Family 10

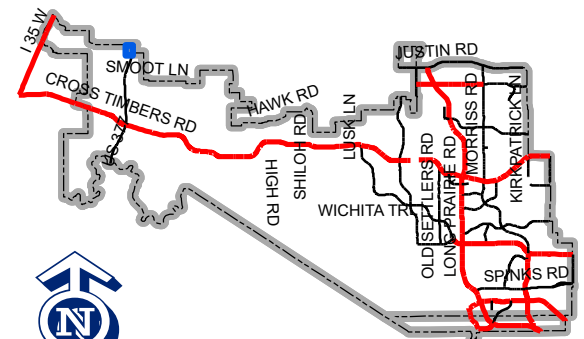


Subject Property

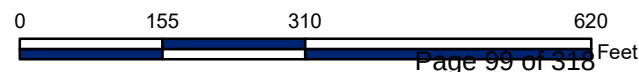
200 ft Notification Buffer around Property

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 FLOWER MOUND CODE BY ADOPTING SF-10 SINGLE FAMILY DISTRICT-10 ZONING ON APPROXIMATELY 0.4462 ACRES OF LAND BEING ALL OF LOT 7 BLOCK 2 OF THE SUNRISE CIRCLE ESTATES ADDITION IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 0.4462 acres of land being all of Lot 7, Block 2 of the Sunrise Circle Estates Addition, Denton County, Texas, (the "Property") have filed an application seeking to zone the Property as SF-10 Single Family District-10; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on October 28, 2024, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 4, 2024, with respect to the proposed zoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of rezoning on the Property; and,

WHEREAS, the Town Council finds that amendment of the Zoning Map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described Property and area by zoning the Property as shown below:

Approximately 0.4462 acres of land being all of Lot 7, Block 2 of the Sunrise Circle Estates Addition, Denton County, Texas, from IH Interim Holding District to SF-10 Single-Family District-10.

SECTION 2

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 zoning, as set forth above.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 7

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

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 4TH DAY OF NOVEMBER, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: November 4, 2024
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider an ordinance amending the Master Plan (MPA24-0004 – Watermere at Flower Mound Phase II) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Office uses to High Density Residential uses. The property is generally located south of Dixon Lane and west of Whyburn Drive. (PZ recommended approval by a vote of 6 to 0 at its October 28, 2024, meeting.)**

BACKGROUND:

- Size – Approximately 3.38 acres
- Request – Change land use from Office to High Density Residential uses.
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Incentives – N/A
- [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 28, 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.

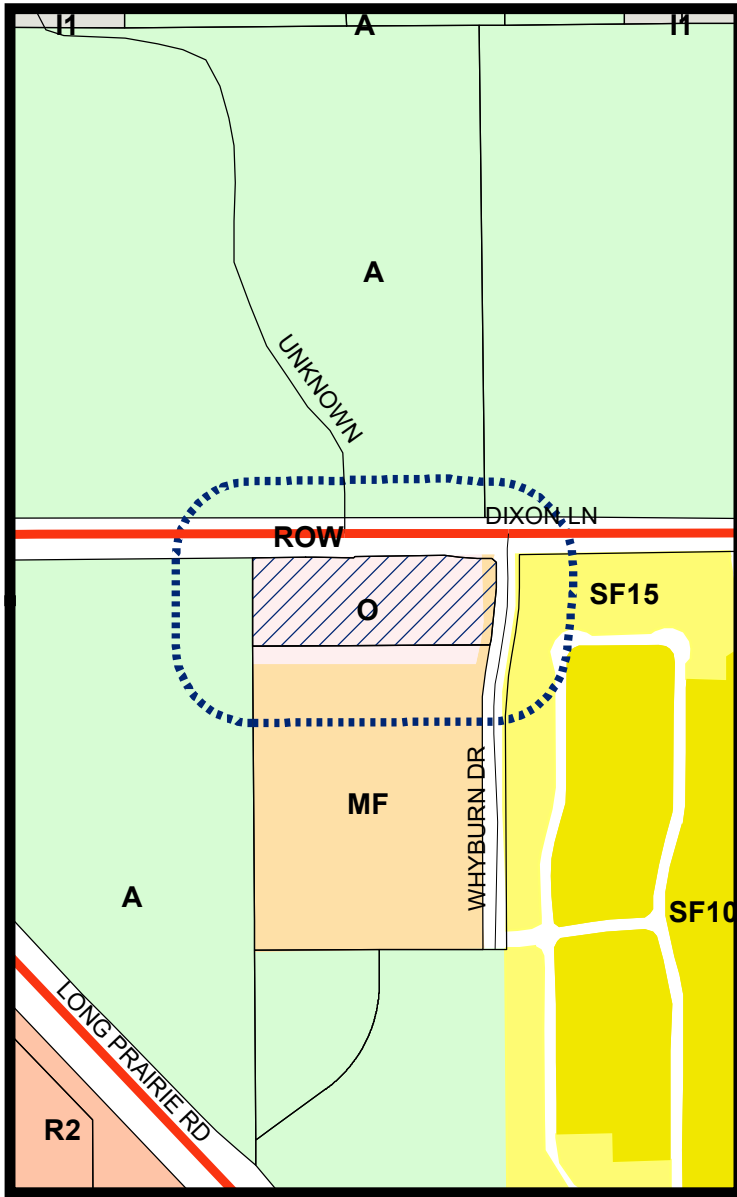
ATTACHMENTS:

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

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

Vicinity Map

MPA24-0004 & ZPD24-0005: Watermere at Flower Mound Phase II

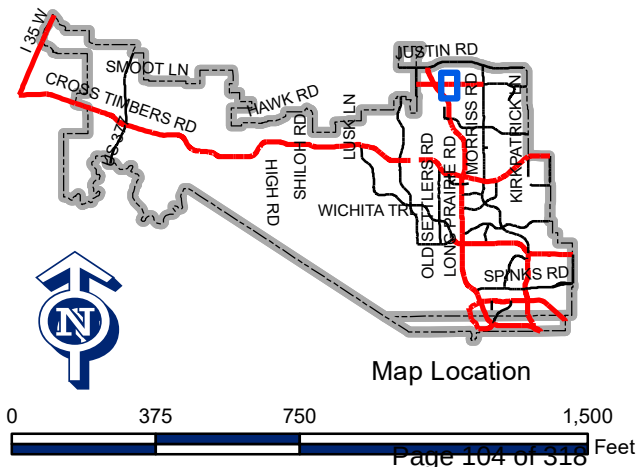


LEGEND



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 FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, WHICH ADOPTED THE MASTER PLAN, BY AMENDING SECTION 1.0, "LAND USE PLAN," TO CHANGE THE CURRENT LAND USE DESIGNATION ON THE LAND USE PLAN MAP FROM OFFICE USES TO HIGH DENSITY RESIDENTIAL USES ON CERTAIN PROPERTY DESCRIBED AS 3.38 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK A OF THE WHYBURN ADDITION, DENTON COUNTY, TEXAS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY 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, on March 19, 2001, the Town Council of the Town (the "Town Council") adopted the Flower Mound 2001 Master Plan (the "Master Plan"), which consists of nineteen component plans, including the Land Use Plan and Area Plans; and,

WHEREAS, the Master Plan establishes and articulates a community-based vision to preserve the country atmosphere and natural environment that makes the Town a unique and desirable community, mitigates the ill effects of rapid and intense urbanization, creates a balanced tax base to ensure the Town's long-term economic health and prosperity, and ensures all development is of enduring and exemplary quality; and,

WHEREAS, the Area Plan contained in the Master Plan indicates the land use designation for tracts of land within various areas of the Town, and the Land Use Plan Map contained in the Land Use Plan of the Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 3.38 acres of land and being all of Lot 1, Block A of the Whyburn Addition, Denton County, Texas (the "Property"), has filed an application for a Master Plan Amendment to change the current land use designation from Office Uses to High Density Residential Uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on October 28, 2024, and the Town Council of the Town held a public hearing on November 4, 2024, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 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 Master Plan Amendment on the Property; and,

WHEREAS, upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearings, the Town Council has determined that it is in the best interest of the citizens of the Town that the Master Plan be amended to change the Land Use Plan as described herein;

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

SECTION 1

The Master Plan of the Town, as amended, is hereby amended to change the land use designation on the hereinafter described Property and area as shown below:

3.38 acres of land and being all of Lot 1, Block A of the Whyburn Addition, Denton County, Texas.

The Land Use Plan Map contained in Section 1.0, "Land Use Plan," of the Master Plan and is hereby amended to change the current land use designation from Office Uses to High Density Residential Uses on the above-referenced Property, as depicted in Exhibit "A," "Master Plan Exhibit," attached hereto and incorporated herein.

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

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 5

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

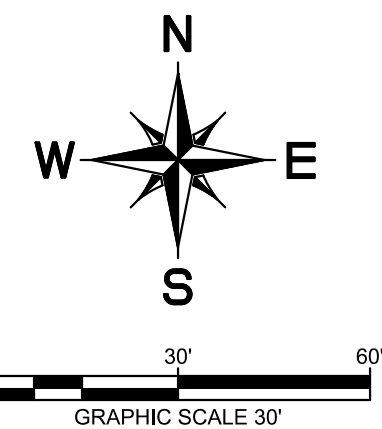
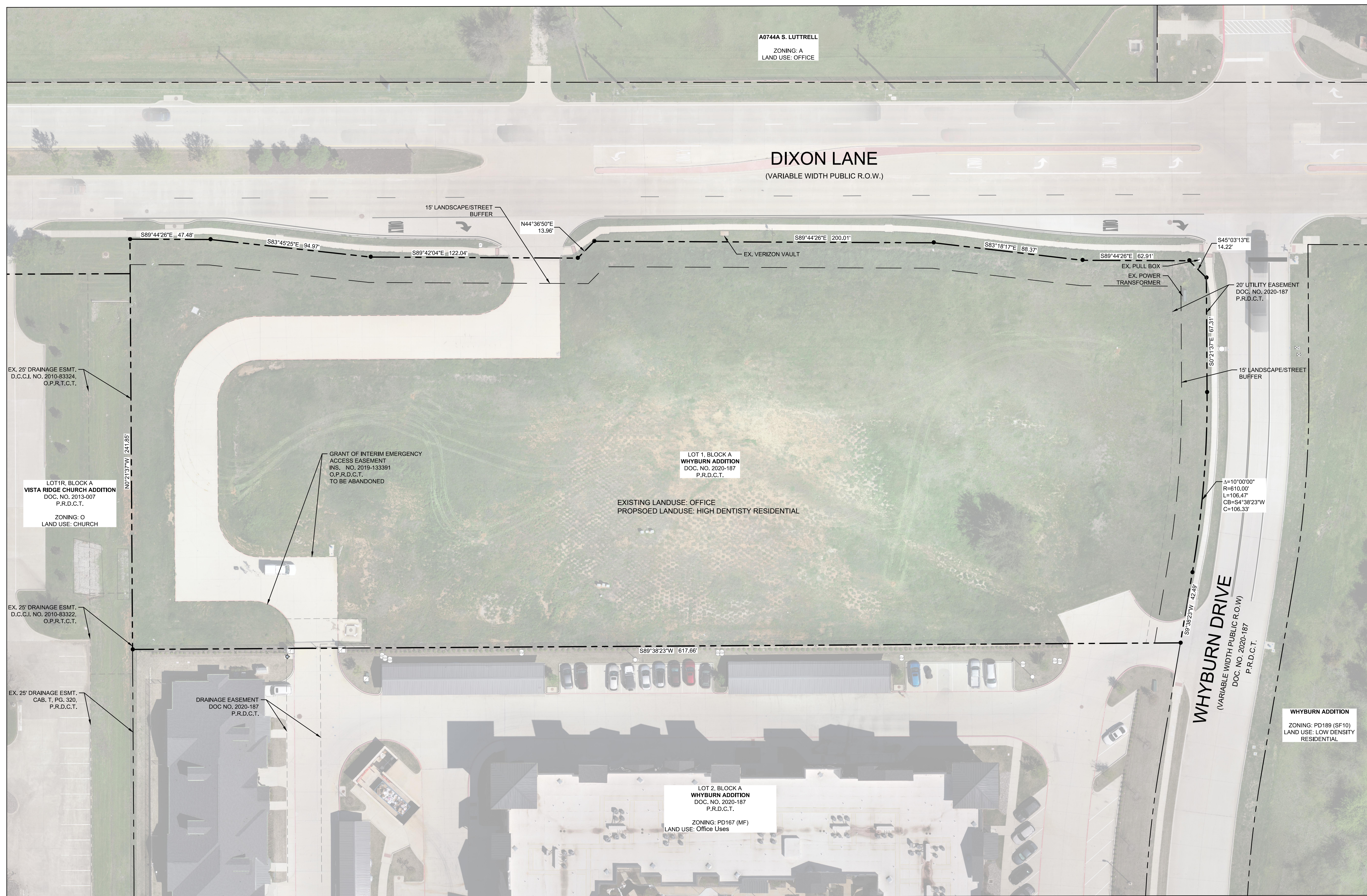
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 4TH DAY OF NOVEMBER, 2024.

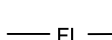
APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



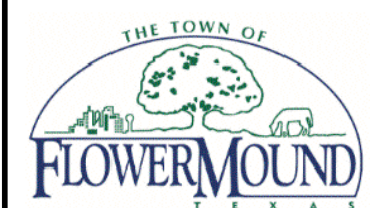
- # LEGEND
- | | |
|---|-----------------------------|
|  | PROPERTY LINE |
|  | PROPOSED EASEMENT LINE |
|  | EXISTING EASEMENT LINE |
|  | PROPOSED FIRE LANE STRIPING |
|  | PROPOSED BUILDING |
| EX. | EXISTING |
| PROP. | PROPOSED |

[illegible]

Kimley»»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
2600 N. CENTRAL EXPY. SUITE 400 RICHARDSON, TX 75080
PHONE: 214-677-0535
WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT 068645008	DATE 10/21/2024	SCALE AS SHOWN	DESIGNED BY ST	DRAWN BY RK	CHECKED BY ST
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WATERMERE AT
FLOWER MOUND
PHASE II
FLOWER MOUND, TEXAS

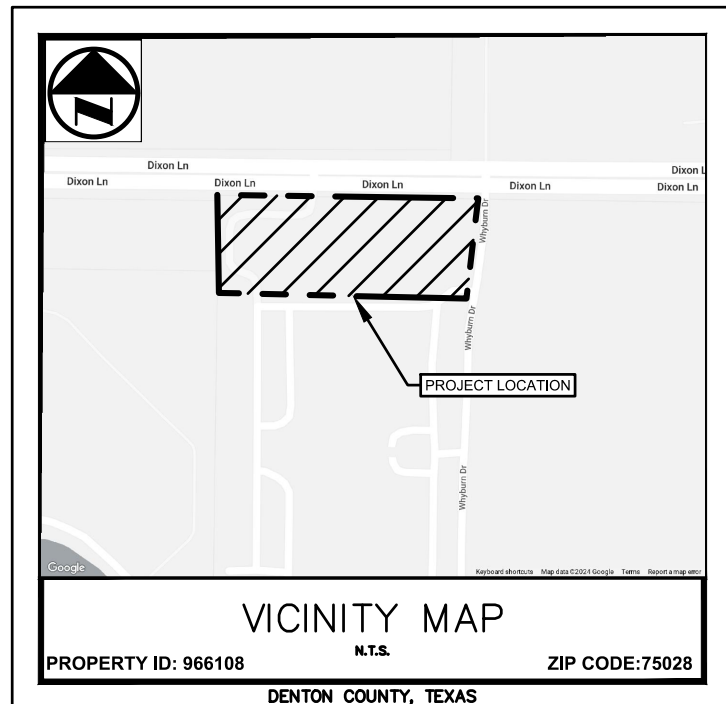


ZONING EXHIBIT

SHEET NUMBER
EX

MASTER PLAN INFORMATION	
LAND USE PLAN	EXISTING: OFFICE USES PROPOSED: HIGH DENSITY RESIDENTIAL USES
AREA PLAN	NA
URBAN DESIGN PLAN	NA
PARKS AND TRAILS PLAN	PARK LAND DEDICATED IS 2.4 ACRES PER 100 DWELLING UNITS FOR AGE RESTRICTED OR PAYMENT OF CASH IN LIEU OF THE DEDICATION OF PARK LAND EXISTING MULTI-USE - GENERAL ALONG DIXON LANE AND RUNS ALONG PROPERTY FRONTAGE ALONG DIXON LANE.
OPEN SPACE PLAN	15' LANDSCAPE BUFFER ALONG DIXON LANE 25' LANDSCAPE BUFFER ALONG WESTERN BOUNDARY 15' LANDSCAPE BUFFER ALONG WHYBURN DRIVE 10' LANDSCAPE AND BUILDING BUFFER ALONG SOUTHERN BOUNDARY
THOROUGHFARE PLAN	DIXON LANE - URBAN MINOR ARTERIAL (90' ROW) WHYBURN DRIVE (60' ROW)
WATER PLAN	EXISTING 8" WATER LINE STUB LOCATED WITHIN SITE AT NW CORNER. PROPOSED FIRE LINE SHALL
WASTEWATER PLAN	EXISTING SEWER ALONG DIXON ROAD
ECONOMIC IMPACT	NA

ZONING DATA TABLE			
ZONING EXISTING: PD-167 (OFFICE DISTRICT) PROPOSED: PD-167 (HIGH-DENSITY RESIDENTIAL)	EXISTING MF MULTIFAMILY DISTRICT	EXISTING TRACT 1 (OFFICE DISTRICT)	PROPOSED TRACT 1 (HIGH-DENSITY RESIDENTIAL)
MIN. LOT SIZE	2,800 SQ. FT / UNIT	NONE	N/A
MIN. LOT WIDTH	60 FT	NONE	NONE
MIN. FLOOR AREA	700 SQ. FT / UNIT	NONE	SEE PD 167
MIN. FRONT YARD	25 FT	NONE	15 FT
MIN. SIDE YARD	10 FT	NONE	NONE
MIN. REAR YARD	20 FT	15 FT	NONE
MAX. LOT COVERAGE	40%	40%	40%
MAX. FLOOR AREA RATIO	NONE	1:1	NONE
MAX HEIGHT (STORIES/FL)	3/35 FT	3/35 FT	3/35 FT



ZONING EXHIBIT
WATERMERE AT FLOWER MOUND
PHASE II
LOT 1, BLOCK A
WHYBURN ADDITION
3.38 Acres
Town of Flower Mound, Denton County, Texas
Submitted: 10/21/2024

Owner:
Ian Nicholas Whyburn 2017 Revocable Trust
Gordan P. Whyburn 2021 Revocable Trust
126 Selby Lane
Atherton, CA 94027

Landscape Architect:
Kimley-Horn and Associates, Inc.
260 E. Davis Street Suite 100
McKinney, TX 75069
Contact: Marie Robirds, PLA, LI
Phone: (469) 287-5196

Surveyor:
Spoonner and Associates
309 Buyers Street, Suite 100
Euless, TX 76039
Contact: Eric Spoonner, RPLS
Phone: (817) 312-4405

Civil Engineer:
Kirmley-Horn and Associates, Inc.
2600 N. Central Exp. Suite 400
Richardson, TX 75080
Contact: Stephanie Tull, P.E.
Phone: (469) 301-2586



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

DATE: November 4, 2024
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider an ordinance amending the zoning (ZPD24-0005 – Watermere at Flower Mound Phase II) by replacing Tract 1 of Planned Development District No. 167 (PD-167) with Office District uses with a new Tract 1 of Planned Development District No. 167 (PD-167) with Age-Restricted, High Density Residential uses, with certain modifications to the Code of Ordinances including but not limited to a modification to Section 82-242 “Street buffer landscaping” and a modification to Section 94-62 “Street buffer trees” of the Town’s Code of Ordinances. The property is generally located south of Dixon Lane and west of Whyburn Drive. (PZ recommended approval by a vote of 6 to 0 at its October 28, 2024, meeting.)**

BACKGROUND:

- Size – Approximately 3.38 acres
- Existing Zoning – Tract 1 of Planned Development District No. 167 (PD-167) with Office District (O) uses.
- Request – Tract 1 of Planned Development District No. 167 (PD-167) with Age Restricted, High-Density Residential Uses.
- Proposed Buildings – Nine one-story buildings containing 24 dwelling units and a total of approximately 56,804 square feet.
- SMARTGrowth – Passed
- Traffic Analysis – Passed, the Town's Traffic Engineer determined that the project passed since the proposal is a less intense land use than what was previously approved.
- Modifications – Street landscape buffer and street yard trees, alternate parking ratio and alternate development standards. The modification to minimum floor area was removed from the development standards after the applicant indicated it would not be needed.
- Incentives - N/A
- [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 28, 2024, meeting.

On August 1, 2024, the Parks Board voted to recommend acceptance of cash, in the amount of \$106,560, in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$33,312.

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.

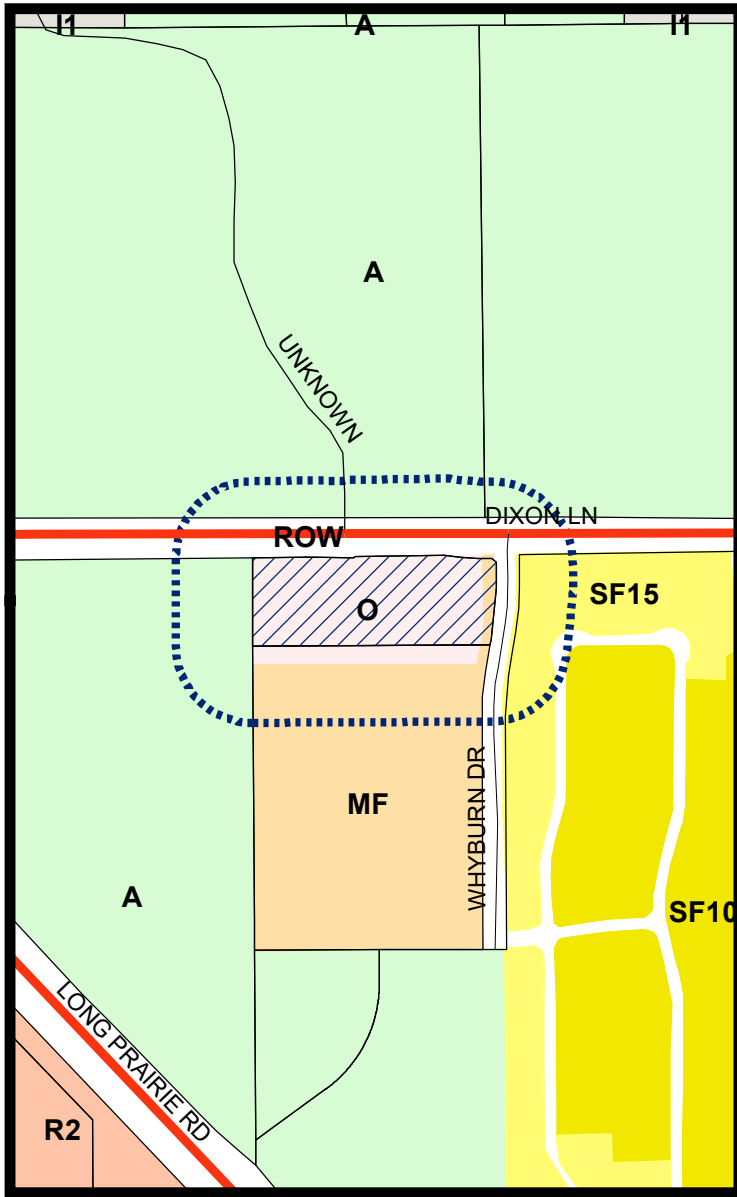
ATTACHMENTS:

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

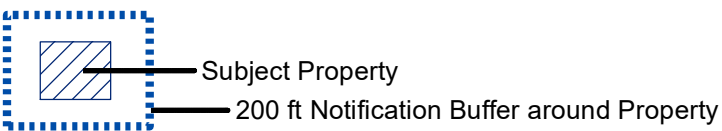
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

MPA24-0004 & ZPD24-0005: Watermere at Flower Mound Phase II

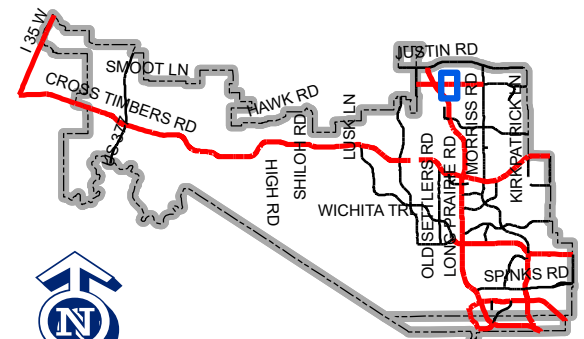


LEGEND

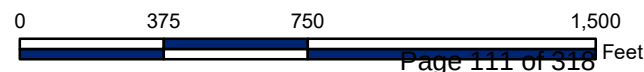


Visit www.fmdevmap.com to learn more about this project.

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 CHANGING THE ZONING ON CERTAIN PROPERTY DESCRIBED AS 3.38 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK A OF THE WHYBURN ADDITION, DENTON COUNTY, TEXAS, BY REPLACING TRACT 1 OF PLANNED DEVELOPMENT DISTRICT NO. 167 (PD-167) WITH OFFICE DISTRICT USES WITH A NEW TRACT 1 OF PLANNED DEVELOPMENT DISTRICT NO. 167 (PD-167) WITH AGE-RESTRICTED, HIGH DENSITY RESIDENTIAL USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town heretofore adopted the Land Development Regulations of the Town, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 3.38 acres of land and being all of Lot 1, Block A of the Whyburn Addition, Denton County, Texas (the "Property"), has filed an application to replace Tract 1 of Planned Development District No. 167 (PD-167) with Office District uses with a new Tract 1 of Planned Development District No. 167 (PD-167) with Age-Restricted, High Density Residential uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on October 28, 2024, and the Town Council of the Town held a public hearing on November 4, 2024, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the Property; and,

WHEREAS, the Town Council finds that amendment of the official Zoning Map as outlined herein is in the best interest of the Town and will promote the health, safety, and

general welfare of the citizens of the Town and the general public;

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

SECTION 1

The Land Development Regulations of the Town, as amended, are hereby amended on the hereinafter described Property and area to amend Planned Development District-167 as shown below:

3.38 acres of land and being all of Lot 1, Block A of the Whyburn Addition, Denton County, Texas from being zoned Tract 1 of Planned Development District No. 167 (PD-167) with Office District uses to Tract 1 of Planned Development District No. 167 (PD-167) with Age-Restricted, High Density Residential uses.

SECTION 2

The Development Standards, Conceptual Site Plan, Conceptual Landscape Plan and Conceptual Elevations of the proposed Tract 1 of Planned Development District No. 167 (PD-167), attached hereto as Exhibits "A," "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, Conceptual Landscape Plan and Conceptual Elevations for Tract 1 of Planned Development District No. 167 (PD-167).

SECTION 3

The Land Development Regulations of the Town, as amended, are hereby amended by repealing the previous Tract 1 of Planned Development District-167 (PD-167).

SECTION 4

The official Zoning Map of the Town is hereby amended and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Tract 1 of Planned Development District No. 167 (PD-167), as set forth above.

SECTION 5

The use of the Property shall be subject to all restrictions, terms, and conditions contained herein and in Exhibits "A," "B," "C," and "D" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 6

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 7

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

SECTION 8

Any person, firm, or corporation who violates any provision of this Ordinance 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 9

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 10

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 11

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 4TH DAY OF NOVEMBER, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit “A”

Development Standards

Planned Development District - 167 (PD-167) Watermere at Flower Mound Tract 1

The development on the property comprising approximately 3.38 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. EXHIBITS

The following Exhibits are incorporated into this Planned Development:

1. Exhibit “B”: Conceptual Site Plan.
2. Exhibit “C”: Conceptual Landscape Plan.
3. Exhibit “D”: Conceptual Elevations.

B. PERMITTED USES.

Permitted uses on the Property shall be limited to the following:

1. Accessory use, general, subject to section 98-972.
2. Church or rectory.
3. Dwelling, multifamily.
4. Off-street parking, accessory.
5. Park or playground, public.
6. Swimming pool, private, subject to section 98-996.

C. SPECIFIC USES.

The uses listed as Specific Uses in the Multifamily District (MF) in the Town’s Zoning Ordinance are prohibited within this Planned Development District.

D. TEMPORARY USES.

The uses listed as Temporary Uses in the Multifamily District (MF) in the Town’s Zoning Ordinance may be permitted only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits.”

E. DIMENSIONAL REGULATIONS.

The dimensional regulations listed for Multifamily District (MF) in the Town’s Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:

1. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling.
2. Minimum lot width. There shall be no minimum lot width.
3. Minimum front yard. There shall be no minimum front yard.

5. Minimum side yard. There shall be no minimum side yard.
6. Minimum rear yard. The minimum rear yard shall be 15 feet.

F. LANDSCAPE AND HARDSCAPE STANDARDS.

Landscaping hardscape features will generally be located as shown on Exhibit "C" and shall require final detail with the site plan application.

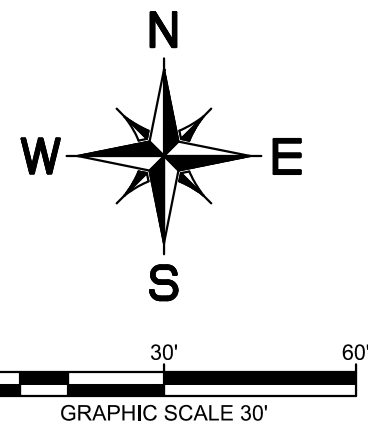
F. MISCELLANEOUS STANDARDS. This Planned Development shall be subject to the following standards:

1. Elevations. All site plan applications submitted for approval shall comply with the depiction of buildings as shown on Exhibit "D."
2. Required parking for multifamily dwellings shall be 1.5 spaces per unit.
3. The maximum number of dwelling units shall be 24.
4. With the first site plan or subdivision site plan application for any residential development, the developer shall submit Covenants, Conditions and Restrictions ("Deed Restrictions") to the Town for the Town's review and approval that restrict the age of the residents within the development to persons age 55 or older in accordance with the provisions of the Housing for Older Persons Act of 1995, as amended, ("HOPA") established in the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619)("FHA").

G. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. Street buffer landscaping and trees – sections 82-242 and 94-62.
 - a. An exception to section 82-242, "Street buffer landscaping," is granted for the Property frontage along Whyburn Drive to permit a variable width landscape buffer as shown on Exhibit "C."
 - b. An exception to section 94-62, "Street buffer trees," is granted for the planting location for required street buffer trees along Whyburn Drive as shown on Exhibit "C."
 - c. Exceptions to sections 82-241, "Street yard landscaping," and section 94-61, "Street yard trees," are granted for the planting location for required street yard trees along Whyburn Drive as shown on Exhibit "C."

A0744A S. LUTTRELL
ZONING: A
LAND USE: OFFICE



DIXON LANE
(VARIABLE WIDTH PUBLIC R.O.W.)

LEGEND

- PROPERTY LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING EASEMENT LINE
- X- PROPOSED BACKYARD FENCE
- PROPOSED DECORATIVE SCREENING WALL
- PROPOSED SCREENING WALL
- ▬ PROPOSED RETAINING WALL
- FL PROPOSED FIRE LANE STRIPING
- PROPOSED BUILDING
- EX. EXISTING
- PROP. PROPOSED
- GRATE INLET
- DROP INLET
- CURB INLET
- STORM MANHOLE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER METER
- FIRE DEPARTMENT CONNECTION & BACKFLOW PREVENTER VAULT

FLOODPLAIN NOTE:
ACCORDING TO FIRM PANEL 48041C0325E,
EFFECTIVE DATE MAY 16, 2012, THE SITE IS
NOT WITHIN THE FLOODPLAIN LIMITS.

SITE NOTES

- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS

BENCH MARK LIST

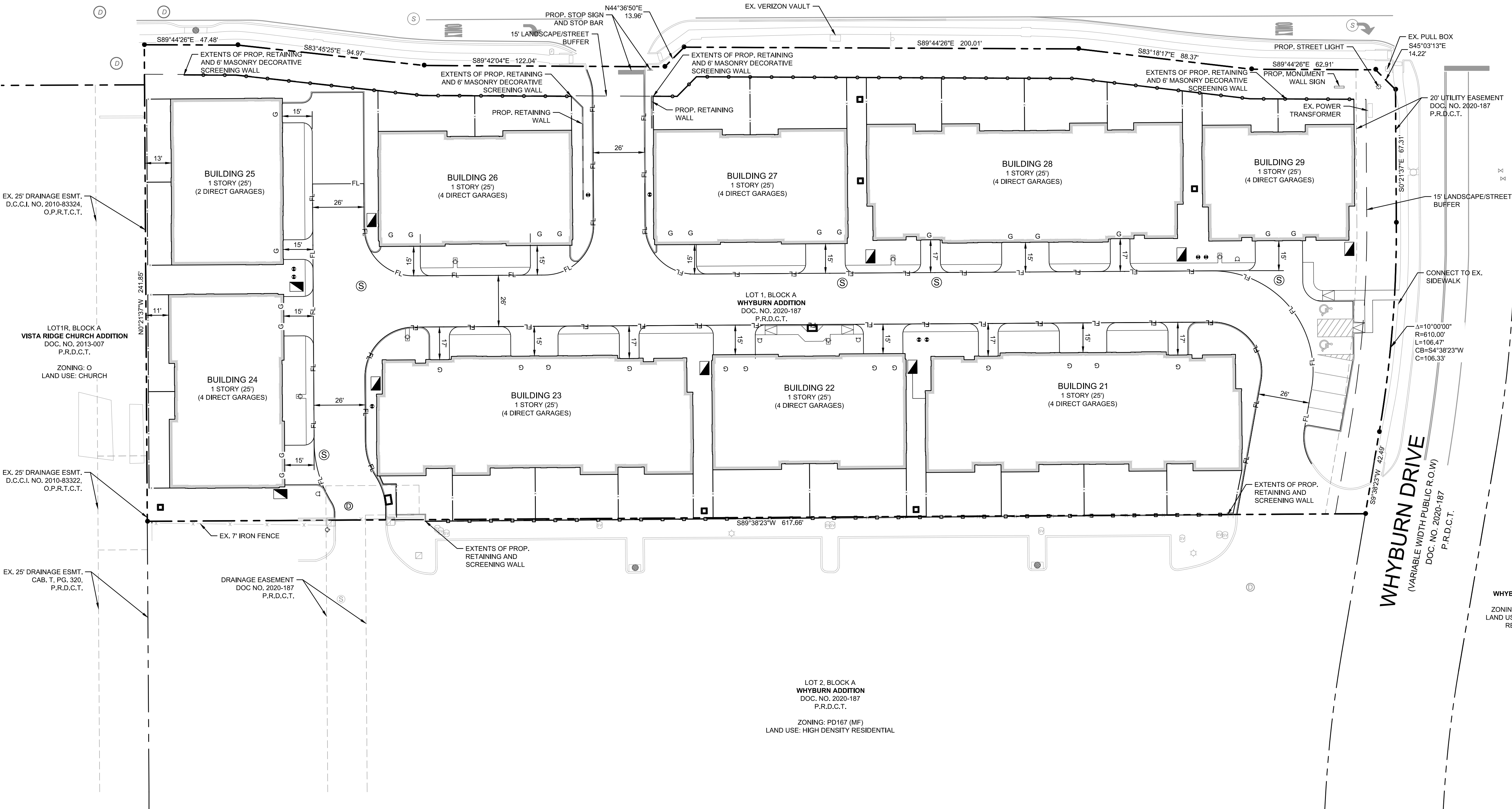
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# 301	CP "X" CUT IN CONCRETE NORTHING: 7,073,096.97 EASTING: 2,404,574.66 ELEVATION: 602.67'
# 302	CP "X" CUT IN CONCRETE NORTHING: 7,072,576.89 EASTING: 2,404,469.78 ELEVATION: 603.57'
# 304	BM FLOWER MOUND #7 NORTHING: 7,073,843.68 EASTING: 2,405,531.03 ELEVATION: 619.61'
# 305	CP "X" CUT IN CONCRETE NORTHING: 7,073,844.74 EASTING: 2,406,060.20 ELEVATION: 637.39'
# 406	CP "X" CUT IN CONCRETE NORTHING: 7,072,758.06 EASTING: 2,404,599.99 ELEVATION: 600.14'

WHYBURN ADDITION
ZONING: PD189 (SF10)
LAND USE: LOW DENSITY
RESIDENTIAL

WHYBURN DRIVE
(VARIABLE WIDTH PUBLIC R.O.W.)
DOC. NO. 2020-187
P.R.D.C.T.

LOT 1, BLOCK A
WHYBURN ADDITION
DOC. NO. 2020-187
P.R.D.C.T.

LOT 2, BLOCK A
WHYBURN ADDITION
DOC. NO. 2020-187
P.R.D.C.T.
ZONING: PD167 (MF)
LAND USE: HIGH DENSITY RESIDENTIAL

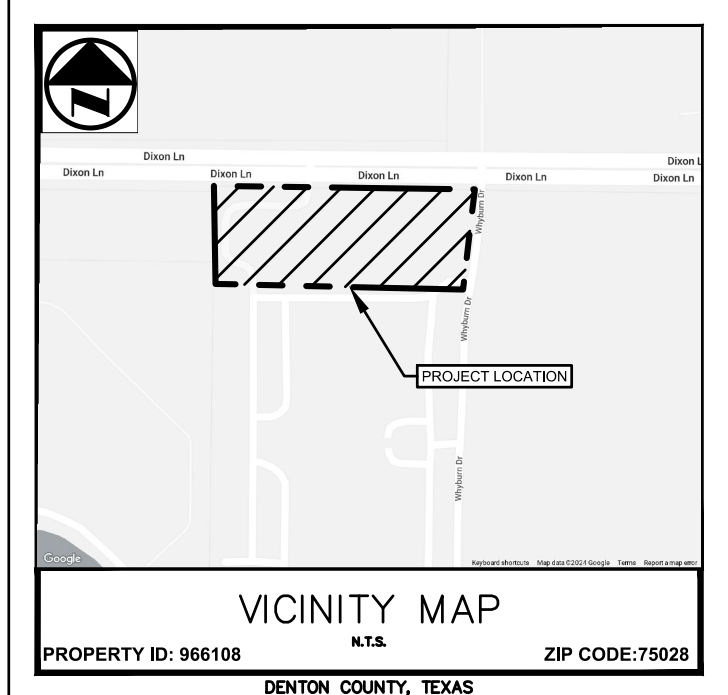


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ECONOMIC IMPACT	NA

ZONING DATA TABLE			
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MIN. LOT SIZE	2,800 SQ. FT / UNIT	NONE	N/A
MIN. LOT WIDTH	60 FT	NONE	NONE
MIN. FLOOR AREA	700 SQ. FT / UNIT	NONE	SEE PD 167
MIN. FRONT YARD	25 FT	NONE	15 FT
MIN. SIDE YARD	10 FT	NONE	NONE
MIN. REAR YARD	20 FT	15 FT	NONE
MAX. LOT COVERAGE	40%	40%	40%
MAX. FLOOR AREA RATIO	NONE	1:1	NONE
MAX HEIGHT (STORIES/FL)	3/35 FT	3/35 FT	3/35 FT

SITE AREA CALCULATIONS	
HEIGHT	1 STORY
TOTAL LOT AREA	3.38 ACRES / 147,424 SQ FT
TOTAL IMPERVIOUS COVERAGE	89,292 SQ FT (60.6%)
TOTAL BUILDING COVERAGE	56,804 SQ FT (38.5%)
TOTAL PAVING COVERAGE	32,488 SQ FT (22.0%)
TOTAL OPEN SPACE	58,132 SQ FT (39.4%)

PARKING			
PD STANDARD: 1.5 SPACES PER UNIT			
TOTAL UNITS 24	# UNITS	REQUIRED	GARAGE PARKING PROVIDED
BUILDING 21	2 BEDROOM	4	-
BUILDING 22	2 BEDROOM	2	-
BUILDING 23	2 BEDROOM	4	-
BUILDING 24	2 BEDROOM	2	-
BUILDING 25	2 BEDROOM	2	-
BUILDING 26	2 BEDROOM	2	-
BUILDING 27	2 BEDROOM	2	-
BUILDING 28	2 BEDROOM	4	-
BUILDING 29	2 BEDROOM	2	-
TOTAL	24	36	32
TOTAL PARKING (INCLUDES GARAGE AND SURFACE PARKING)		36	38
ACCESSIBLE PARKING		2	2



CONCEPTUAL SITE PLAN
WATERMERE AT FLOWER MOUND
PHASE II
LOT 1, BLOCK A
WHYBURN ADDITION
3.38 Acres
Town of Flower Mound, Denton County, Texas
Submitted: 10/21/2024

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Gordon P. Whyburn 2021 Revocable Trust
126 Selby Lane
Atherton, CA 94027

Surveyor:
Spooner and Associates
309 Buyers Street, Suite 100
Euless, TX 75039
Contact: Eric Spooner, RPLS
Phone: (817) 312-4405

Landscape Architect:
Kimley-Horn and Associates, Inc.
260 E. Davis Street Suite 100
McKinney, TX 75069
Contact: Marie Robirds, P.L.A. II
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Civil Engineer:
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PHONE: 214-617-0535
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PRELIMINARY

FOR REVIEW ONLY
Not for construction, bidding, or
permit purposes.

Kimley»Horn

Engineer
STEPHANIE TUTT
P.E. No. 145394 Date OCT 2024

KHA PROJECT
068645008

DATE
10/21/2024

SCALE
AS SHOWN

DESIGNED BY
ST

DRAWN BY
RK

CHECKED BY
ST

WATERMERE AT
FLOWER MOUND
PHASE II

FLOWER MOUND, TEXAS

THE TOWN OF
FLOWER MOUND
TEXAS

CONCEPTUAL SITE PLAN

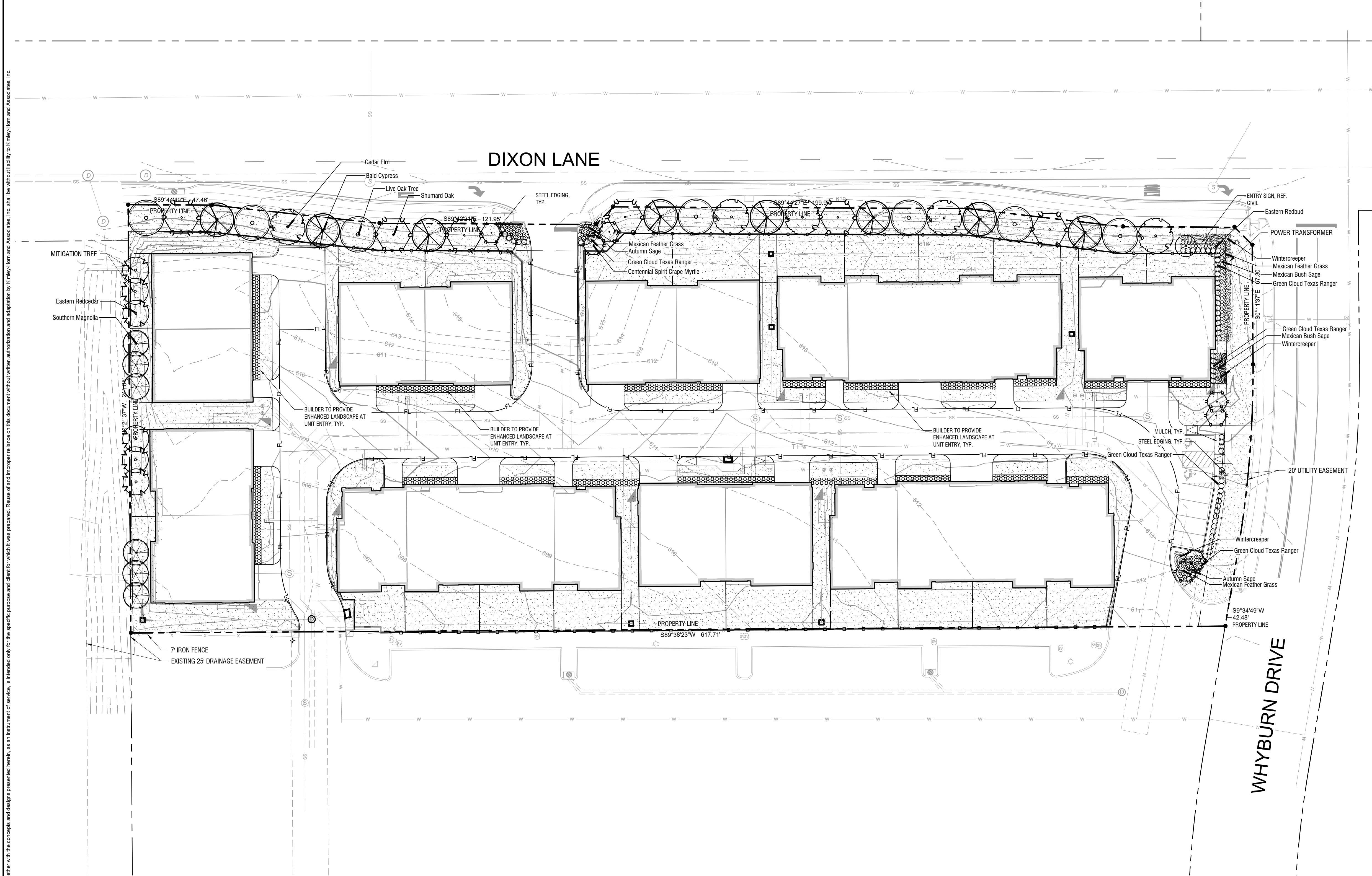
SHEET NUMBER
EX

AMDES
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LAST SAVED
10/21/2024 11:34 AM
DRAWN BY
DWG PATH
C:\WORK\2024\068645008\04 FLOWER MOUND PHASE 2\040104SHEETS

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10/2/2024 2:37 PM
KIMLEY-HORN AND ASSOCIATES, INC.
2600 N. CENTRAL EXPY., SUITE 400 RICHARDSON, TX 75080
P.O. BOX 10000 RICHARDSON, TX 75080
WWW.KIMLEY-HORN.COM
10/2/2024 2:37 PM
KIMLEY-HORN AND ASSOCIATES, INC.
2600 N. CENTRAL EXPY., SUITE 400 RICHARDSON, TX 75080
P.O. BOX 10000 RICHARDSON, TX 75080
WWW.KIMLEY-HORN.COM

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PLANT SCHEDULE

SYMBOL COMMON / BOTANICAL NAME

TREES

- Bald Cypress / Taxodium distichum
- Cedar Elm / Ulmus crassifolia
- Eastern Redcedar / Juniperus virginiana
- Live Oak Tree / Quercus virginiana
- Shumard Oak / Quercus shumardii
- Southern Magnolia / Magnolia grandiflora

FLOWERING TREES

- Centennial Spirit Crape Myrtle / Lagerstroemia indica 'Centennial Spirit'
- Eastern Redbud / Cercis canadensis

SHRUBS

- Autumn Sage / Salvia greggii
- Green Cloud Texas Ranger / Leucophyllum frutescens 'Green Cloud'™
- Mexican Bush Sage / Salvia leucantha
- Mexican Feather Grass / Nassella tenuissima

SYMBOL COMMON / BOTANICAL NAME

GROUND COVERS

- Bermuda Grass / Cynodon dactylon
- Wintercreeper / Euonymus fortunei

PLANTING PLAN
WATERMERE AT FLOWER MOUND
PHASE II
LOT 1, BLOCK A
WHYBURN ADDITION
3.38 Acres
Town of Flower Mound, Denton County, Texas
Submitted: 07/10/2024

Owner:
Ian Nicholas Whyburn 2017 Revocable Trust
Gordon P. Whyburn 2021 Revocable Trust
309 Buyers Street, Suite 100
Euless, TX 76039
Contact: Eric Spooner, RPLS
Phone: (817) 312-4405

Landscape Architect:
Kimley-Horn and Associates, Inc.
2600 E. Davis Street Suite 100
McKinney, TX 75069
Contact: Marie Robirds, P.L.A.
Phone: (469) 287-5196

Surveyor:
Spooner and Associates
309 Buyers Street, Suite 100
Euless, TX 76039
Contact: Eric Spooner, RPLS
Phone: (817) 312-4405
Civil Engineer:
Kimley-Horn and Associates, Inc.
2600 N. Central Expy, Suite 400
Richardson, TX 75080
Contact: Stephanie Tutt, P.E.
Phone: (469) 301-2586

Planting Plan

Scale: 1" = 30'-0"

A

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
2600 N. CENTRAL EXPY., SUITE 400 RICHARDSON, TX 75080
PHONE: 214-617-0555
WWW.KIMLEY-HORN.COM TX F-928

Kimley»Horn
P.L.A. No. 5389 Date 10/2/2024

KHA PROJECT	DATE	SCALE	AS SHOWN	DESIGNED BY	DRAWN BY	CHECKED BY
068645008	7/10/2024	MMS	MMS	MMS	MMS	MMS

WATERMERE FLOWER MOUND
PHASE 2
FLOWER MOUND, TX

PLANTING PLAN
SHEET NUMBER
L1.03

ENHANCED LANDSCAPE (PROVIDED ABOVE CODE)

The following additional landscape has been provided above and beyond code requirements:

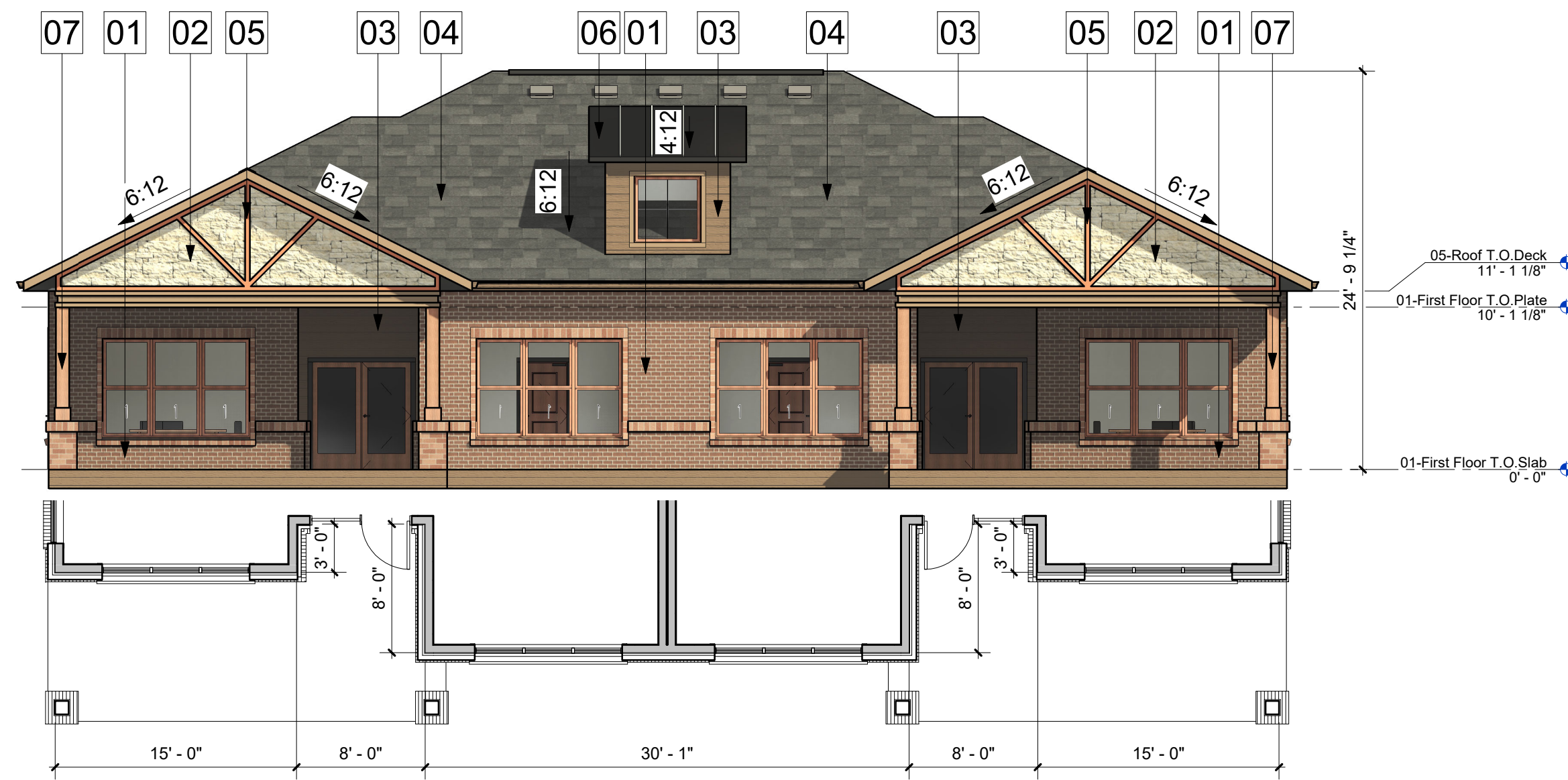
- 1. 16 (total) additional trees along Dixon Lane and the western property line
- 2. 800 sf of enhanced landscaping along Whyburn Drive
- 3. 580 sf of enhanced landscaping along Dixon Lane
- 4. Enhanced landscaping in front of each townhome unit

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

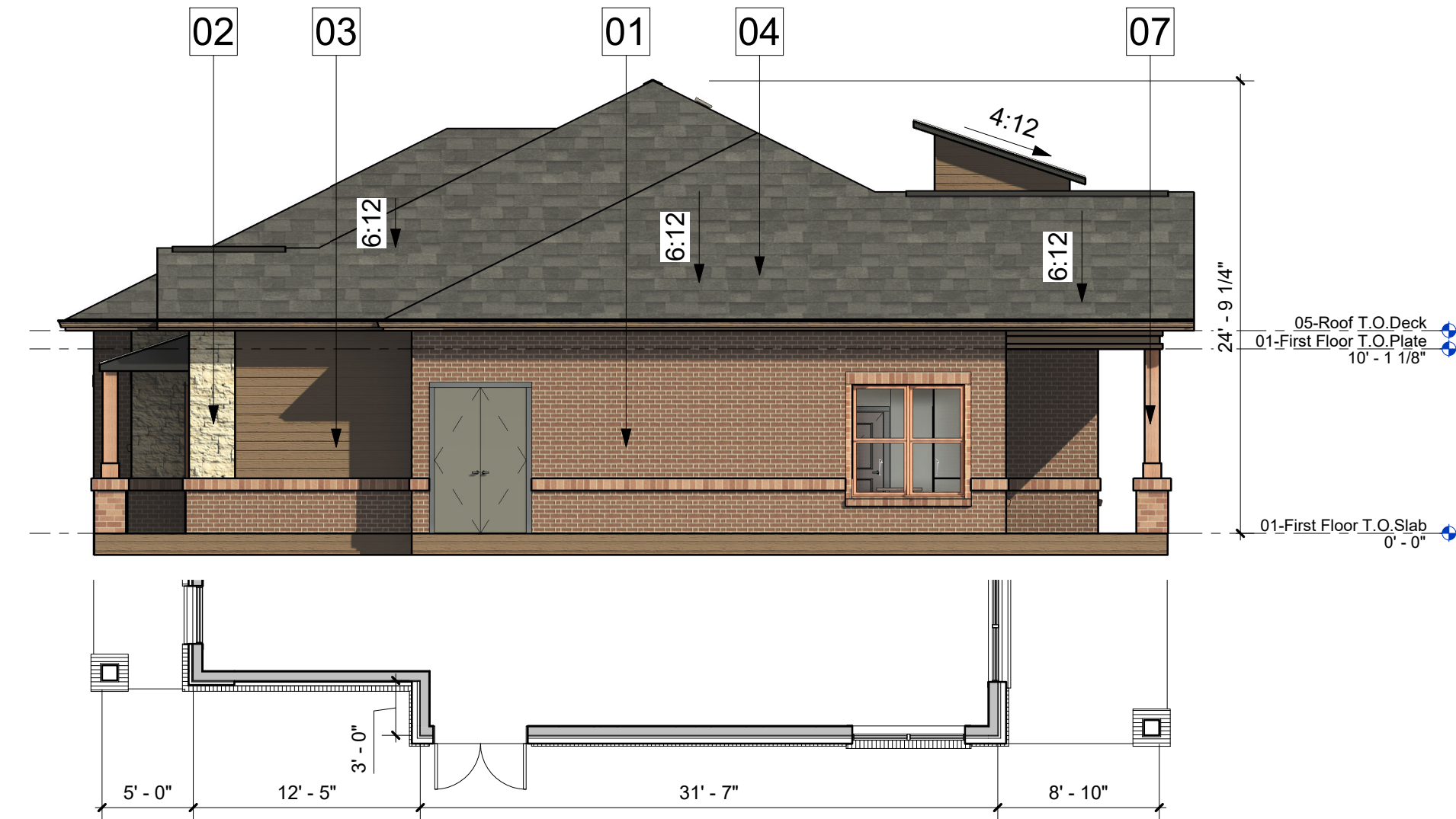
1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE DRAWINGS. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND MUST BE REPLACED WITH PLANT MATERIAL OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED.
3. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
4. FINAL FINISH GRADING SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING.
5. ALL PLANT QUANTITIES LISTED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED IN THE PLANT SCHEDULE AND VERIFY ALL QUANTITIES.
6. LANDSCAPE CONTRACTOR TO PROVIDE STEEL EDGING (REFER TO MATERIALS PAGE) BETWEEN ALL PLANTING BEDS AND LAWN AREAS.
7. ALL PLANT MATERIAL SHALL CONFORM TO THE SPECIFICATIONS AND SIZES GIVEN IN THE PLANT LIST AND SHALL BE NURSERY GROWN IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK. LATEST EDITION AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE.
8. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
9. ALL NEW PLANTING AREAS TO BE AMENDED PER SPECIFICATIONS.
10. ANY PLANT MATERIAL THAT DOES NOT SURVIVE SHALL BE REPLACED WITH AN EQUIVALENT SIZE AND SPECIES WITHIN THIRTY (30) DAYS.
11. PLANT MATERIAL SHALL BE PRUNED AS NECESSARY TO CONTROL SIZE BUT NOT TO DISRUPT THE NATURAL GROWTH PATTERN OR CHARACTERISTIC FORM OF THE PLANT EXCEPT AS NECESSARY TO ACHIEVE HEIGHT CLEARANCE FOR VISIBILITY AND PEDESTRIAN PASSAGE OR TO ACHIEVE A CONTINUOUS OPAQUE HEDGE IF REQUIRED.
12. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, WEEDS, DEBRIS, AND DEAD PLANT MATERIAL.
13. ALL LIME STABILIZED SOIL & INORGANIC SELECT FILL FOR BUILDING SHOULD BE REMOVED FROM PLANTING AREA TO A DEPTH OF 24" & REPLACED WITH ORGANIC IMPROVED TOPSOIL FILL. TREES OVERHANGING PEDESTRIAN WALKWAYS AND PARKING SHALL HAVE A 7' MINIMUM CLEAR TRUNK HEIGHT TO MEET ACCESSIBILITY STANDARDS. TREES OVERHANGING PUBLIC STRAITS, DRIVE AISLES, AND FIRE LANES SHALL HAVE A 14' MINIMUM CLEAR TRUNK HEIGHT.
14. CONTRACTOR TO PROVIDE 18 MONTH WARRANTY AFTER ALL CONSTRUCTION IS COMPLETE.

SHEET NUMBER		L1.04		PLANTING SCHEDULE AND CALCS		WATERMERE FLOWER MOUND PHASE 2		FLOWER MOUND, TX		KHA PROJECT 068645008		DATE 7/10/2024		SCALE AS SHOWN DESIGNED BY MMS DRAWN BY MMS CHECKED BY MER		PRELIMINARY FOR REVIEW ONLY Not for construction or permit purposes.  P.L.A. MARIE E. ROBERTS I.A. No. 3369 Date 10/21/2024		 © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 2600 N. CENTRAL EXPY., SUITE 400 RICHARDSON, TX 75080 PHONE: 214-617-0535 WWW.KIMLEY-HORN.COM TX I-528																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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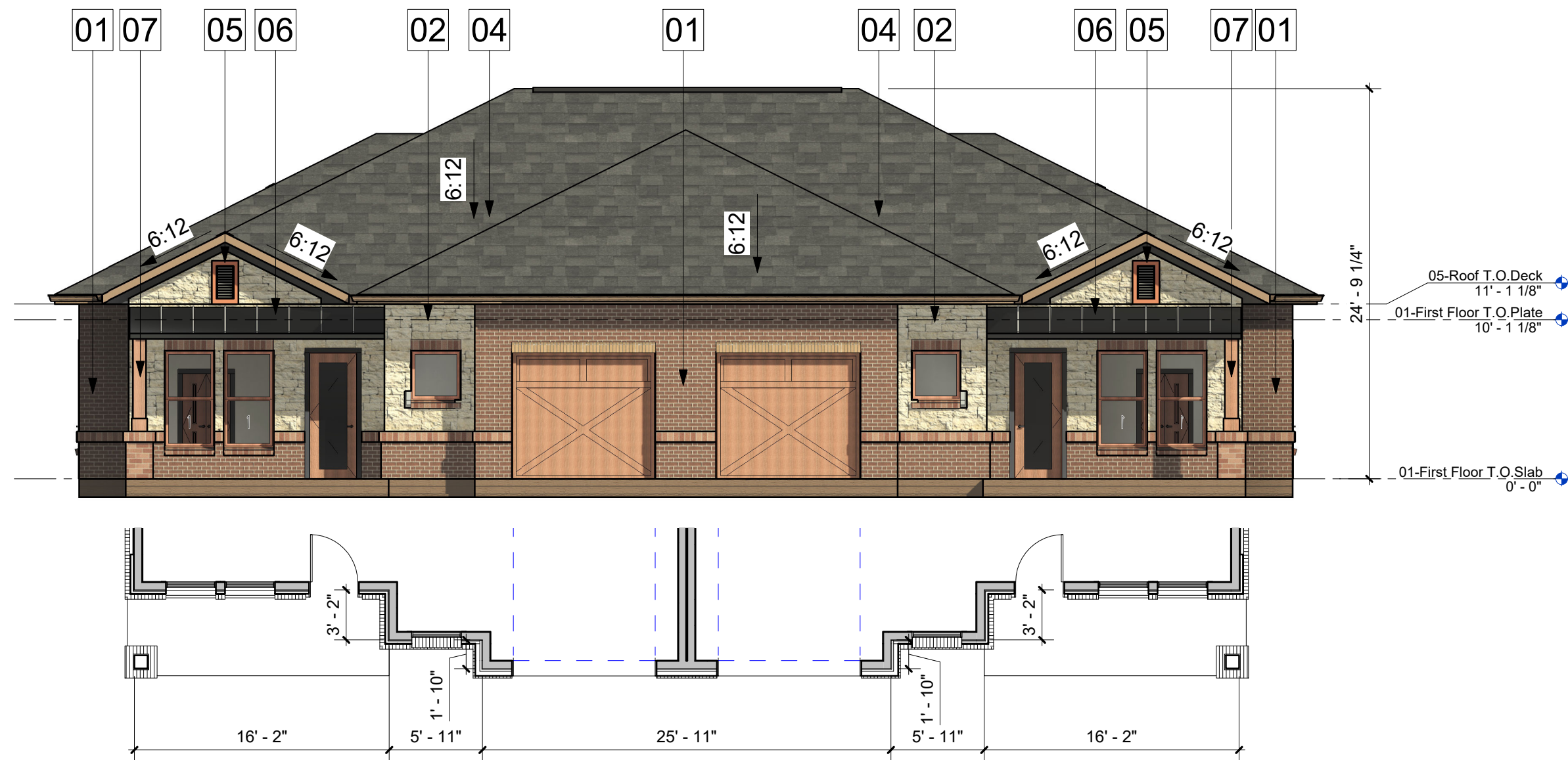
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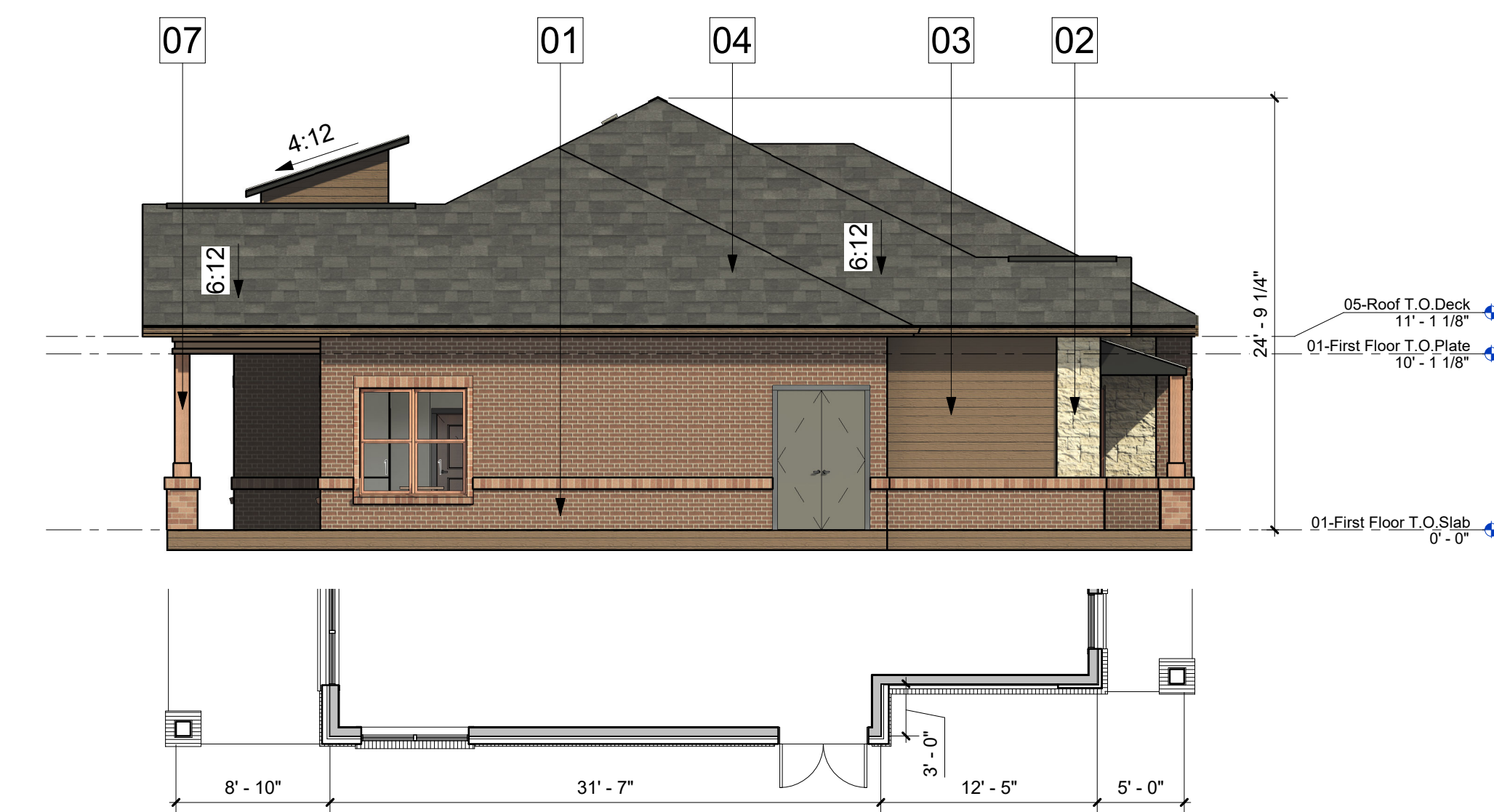
01 2PLEX V0-North-Dixon Ln Side (A)
1/8" = 1'-0"



02 2PLEX V0-East-Whyburn Dr Side (B)
1/8" = 1'-0"



03 2PLEX V0-South-Entry Side (C)
1/8" = 1'-0"



04 2PLEX V0-West-Non Visible Side (D)
1/8" = 1'-0"

MATERIAL LEGEND

- | | | | |
|----|---|----|---|
| 01 | BRICK MASONRY VENEER-MERIDIAN CAPERS ISLAND | 05 | STAINED CEDAR DETAIL-CEDAR STAIN MEDIUM BROWN |
| 02 | STONE VENEER-TEXAS CREAM | 06 | METAL ROOF-SEALSKIN |
| 03 | HARDI SIDING-CARAIBE | 07 | WOOD COLUMN-CEDAR STAIN MEDIUM BROWN |
| 04 | ROOF COMP. SHINGLES-ONYX BLACK | | |

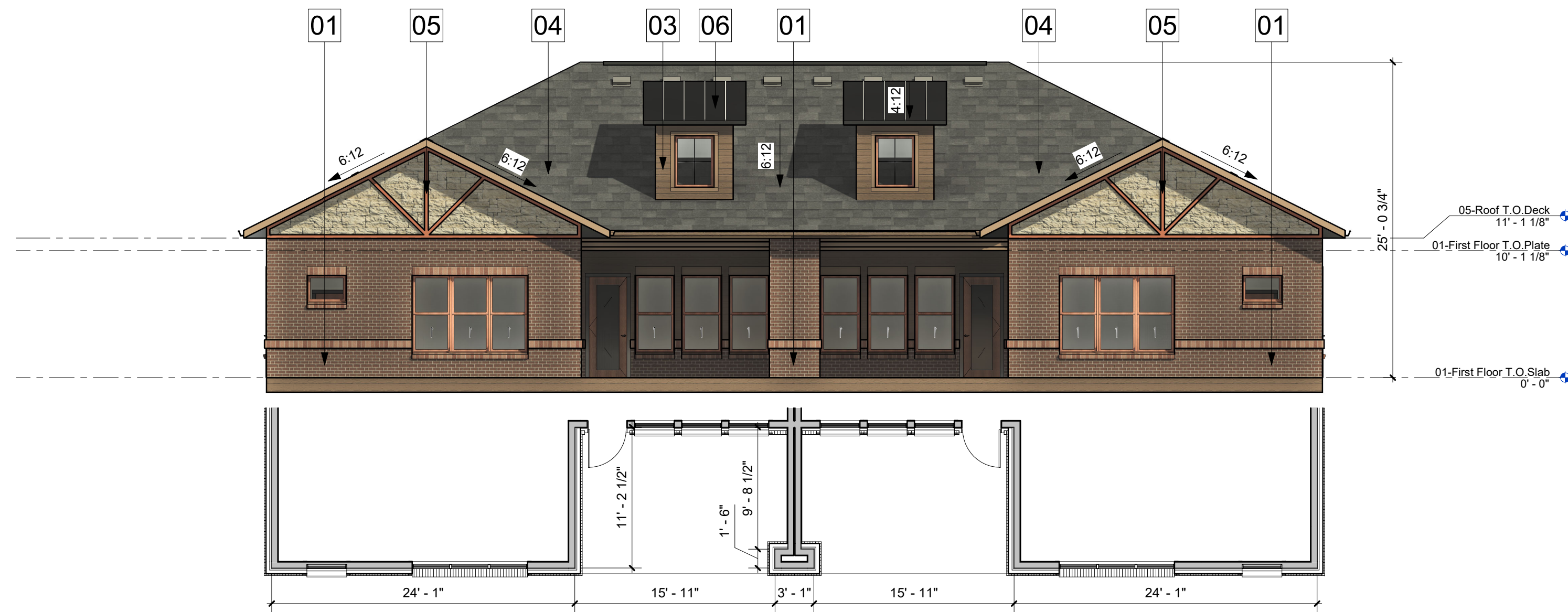
NOTES:

- ALL RETAINING /DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ELECTRICAL PANEL AND ASSOCIATED COMPONENTS SHALL BE PAINTED/TEXTURED TO MATCH THE COLOR OF THE BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPERATE BUILDING PERMIT
- SIGNS REQUIRE A SEPERATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A SPART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
- ALL PLAN OFFESTS ARE MINIMUM 2'-0" OR GREATER.
- IF ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.

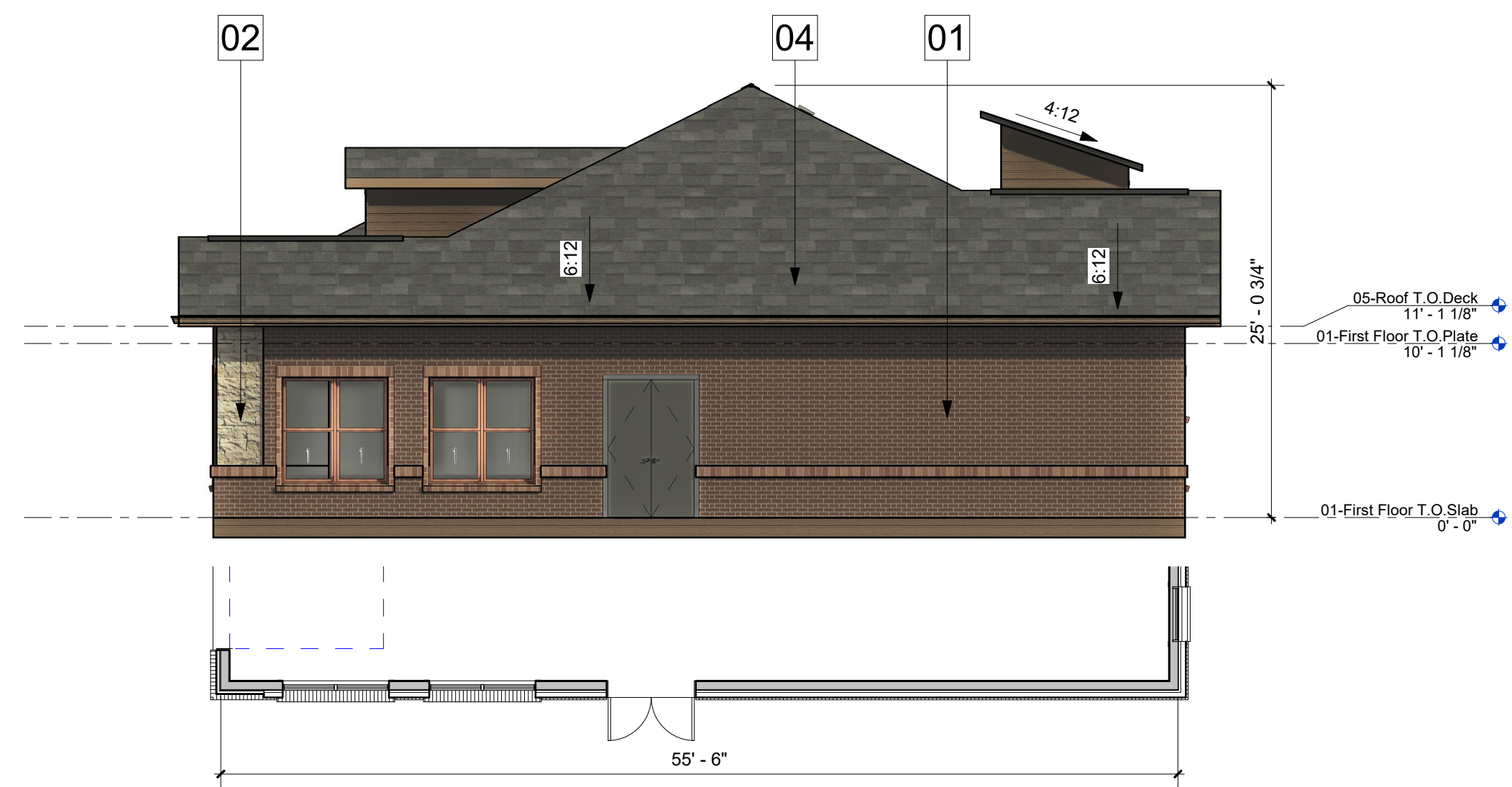
- REFERENCE TO DIRECTIONAL ORIENTATION FOR EACH RESPECTIVE FACADE FOR EACH BUILDING, WILL BE CLARIFIED AT SITE PLAN APPLICATION

MATERIAL TABULATION CHART WATERMERE AT FLOWER MOUND									
		North		South		East		West	
		SQ.FT.	%	SQ.FT.	%	SQ.FT.	%	SQ.FT.	%
1	Total Facade S.F.	1053		899		618		618	
2	Doors, Windows, Railing S.F.	336		304		123		123	
3	Facade S.F. (exclusive of doors, windows and railings)	717		595		495		495	
4	Primary Masonry totals (Min. 80%)	590	82.29%	595	100.00%	408	82.42%	408	82.42%
	• Brick s.f. (as applicable)	440	61.37%	335	56.30%	362	73.13%	362	73.13%
	• Stone s.f. (as applicable)	150	20.92%	260	43.70%	46	9.29%	46	9.29%
	• Stucco s.f. (as applicable)	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	• Tilt Wall s.f. (as applicable)	...		...		...		...	
5	Secondary Masonry totals (max. 20%)	127	17.71%	0	0.00%	87	17.58%	87	17.58%
	• Hardiplank s.f. (as applicable)	127	17.71%	0	0.00%	87	17.58%	87	17.58%
	• Detail any additional (as applicable)	...		...		...		...	

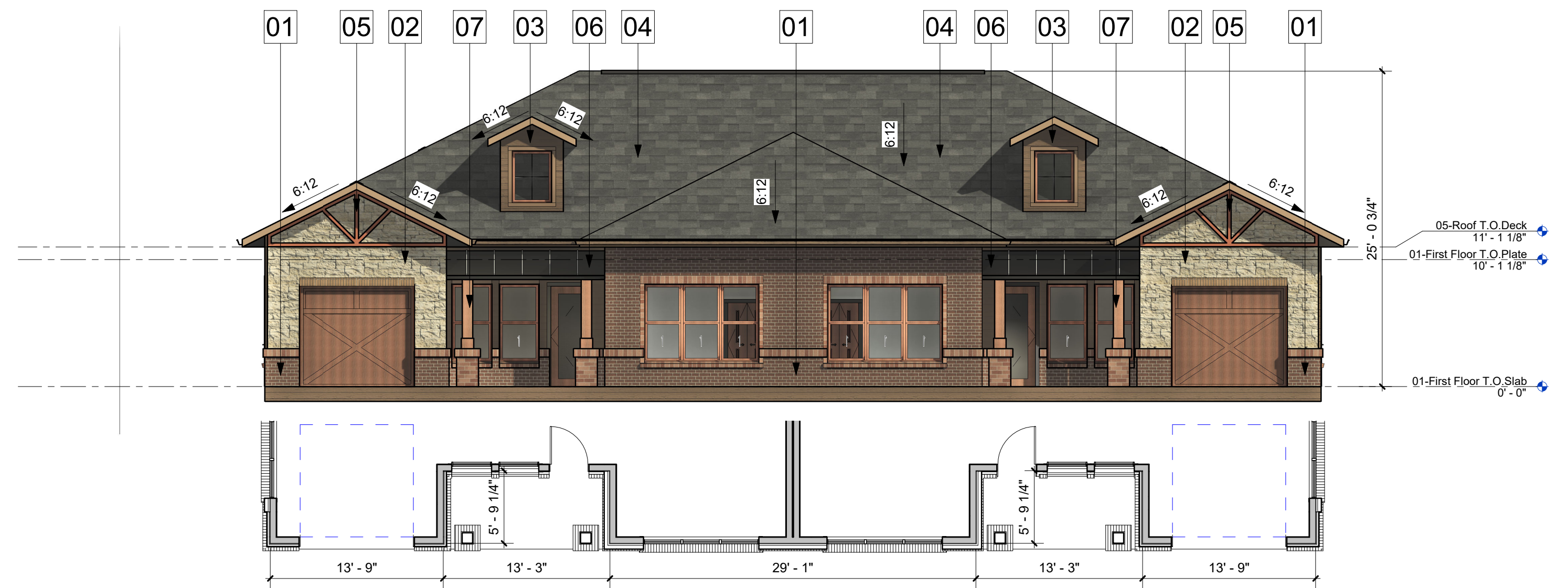
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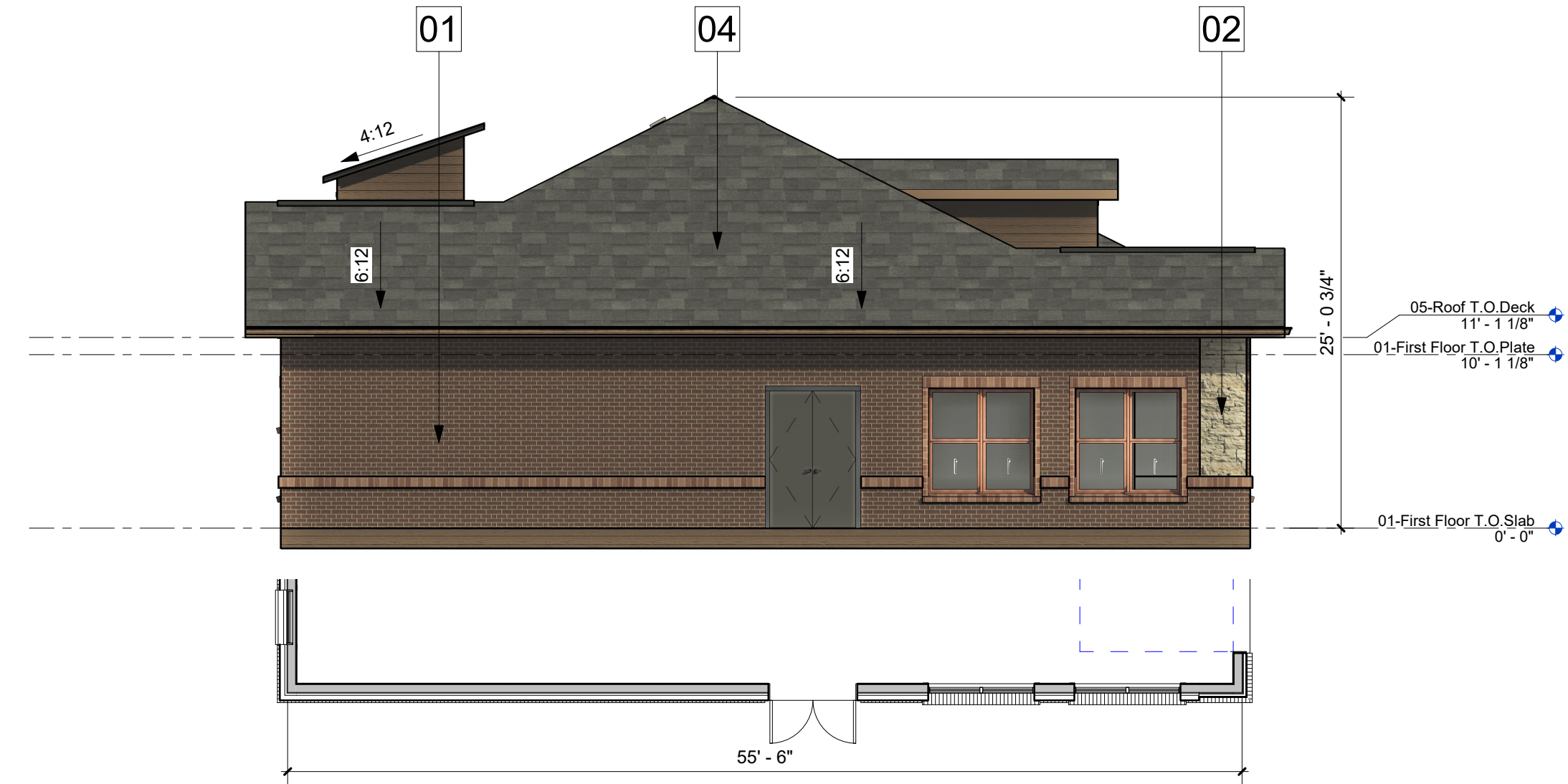
01 2PLEX V1-North (E)
1/8" = 1'-0"



02 2PLEX V1-East-Dixon Ln Side (F)
1/8" = 1'-0"



03 2PLEX V1-South-Entry Side (G)
1/8" = 1'-0"



04 2PLEX V1-West-Non Visible Side (H)
1/8" = 1'-0"

MATERIAL LEGEND

- | | | | |
|----|---|----|---|
| 01 | BRICK MASONRY VENEER-MERIDIAN CAPERS ISLAND | 05 | STAINED CEDAR DETAIL-CEDAR STAIN MEDIUM BROWN |
| 02 | STONE VENEER-TEXAS CREAM | 06 | METAL ROOF-SEALSKIN |
| 03 | HARDI SIDING-CARAIBE | 07 | WOOD COLUMN-CEDAR STAIN MEDIUM BROWN |
| 04 | ROOF COMP. SHINGLES-ONYX BLACK | | |

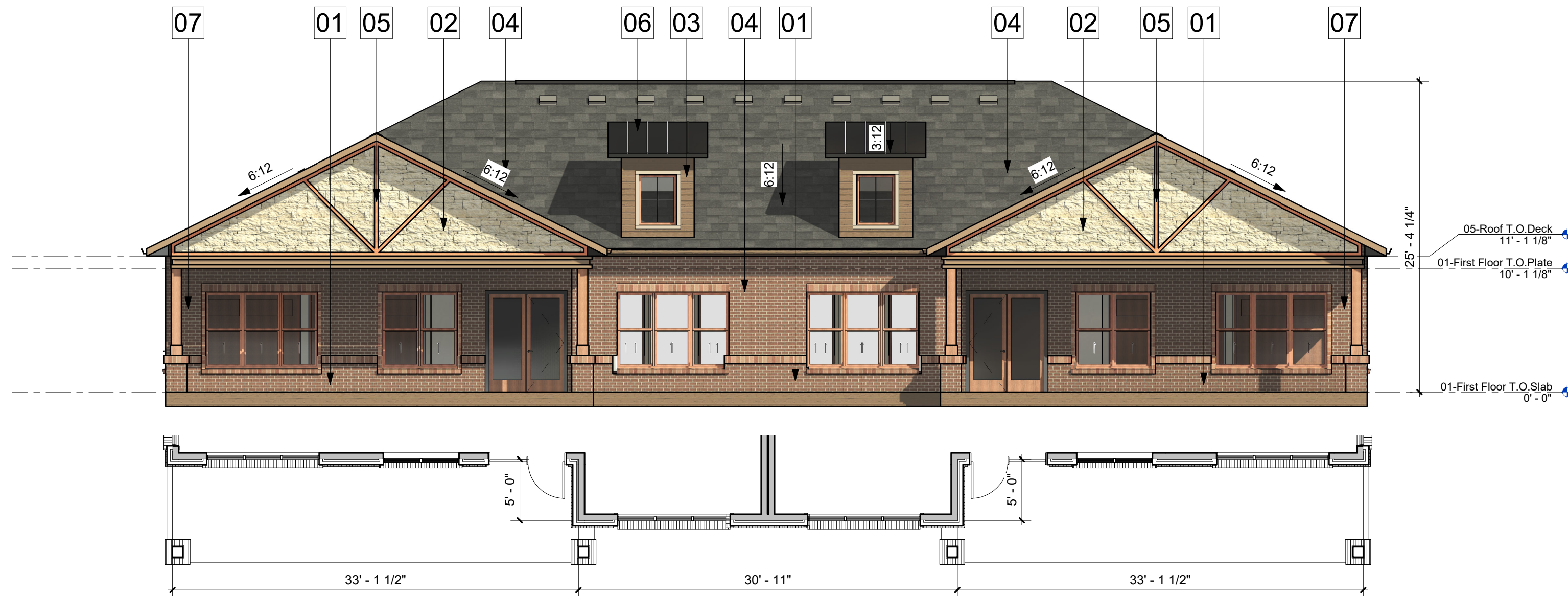
NOTES:

- ALL RETAINING /DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ELECTRICAL PANEL AND ASSOCIATED COMPONENTS SHALL BE PAINTED/TEXTURED TO MATCH THE COLOR OF THE BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPERATE BUILDING PERMIT
- SIGNS REQUIRE A SEPERATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A SPART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
- ALL PLAN OFFESTS ARE MINIMUM 2'-0" OR GREATER.
- IF ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.

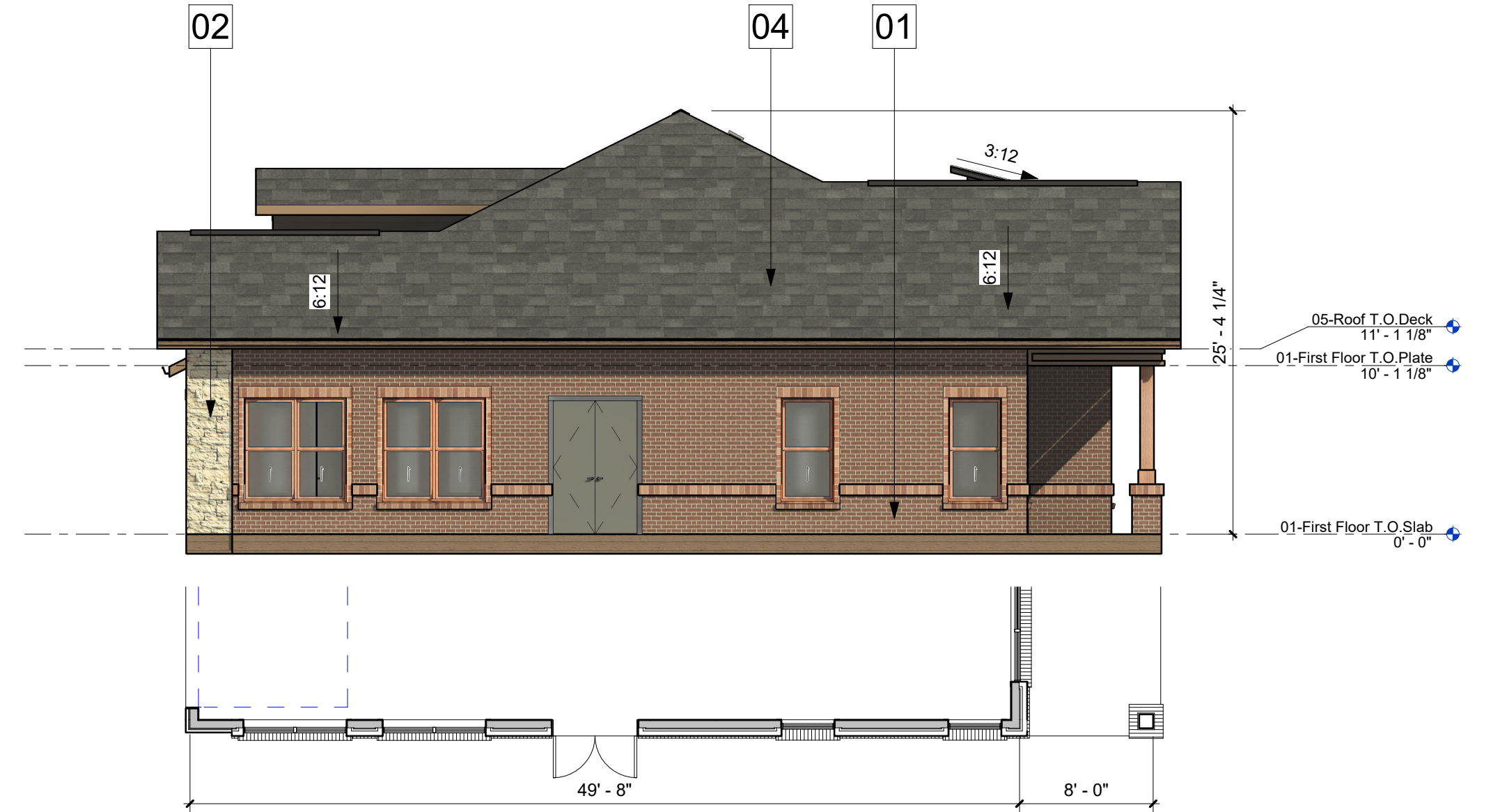
- REFERENCE TO DIRECTIONAL ORIENTATION FOR EACH RESPECTIVE FACADE FOR EACH BUILDING, WILL BE CLARIFIED AT SITE PLAN APPLICATION

MATERIAL TABULATION CHART WATERMERE AT FLOWER MOUND									
		North		South		East		West	
		SQ.FT.	%	SQ.FT.	%	SQ.FT.	%	SQ.FT.	%
1	Total Facade S.F.	1210		1075		623		623	
2	Doors, Windows, Railing S.F.	330		424		122		122	
3	Facade S.F. (exclusive of doors/windows and railings)	880		651		501		501	
4	Primary Masonry totals (Min. 80%)	732	83.18%	528	81.11%	501	100.00%	501	100.00%
	• Brick s.f. (as applicable)	244	27.73%	305	46.85%	456	91.02%	456	91.02%
	• Stone s.f. (as applicable)	488	55.45%	223	34.25%	45	8.98%	45	8.98%
	• Stucco s.f. (as applicable)	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	• Tilt Wall s.f. (as applicable)	...		...		...		...	
5	Secondary Masonry totals (max. 20%)	148	16.82%	123	18.89%	0	0.00%	0	0.00%
	• Hardiplank s.f. (as applicable)	148	16.82%	123	18.89%	0	0.00%	0	0.00%
	• Detail any additional (as applicable)	...		...		...		...	

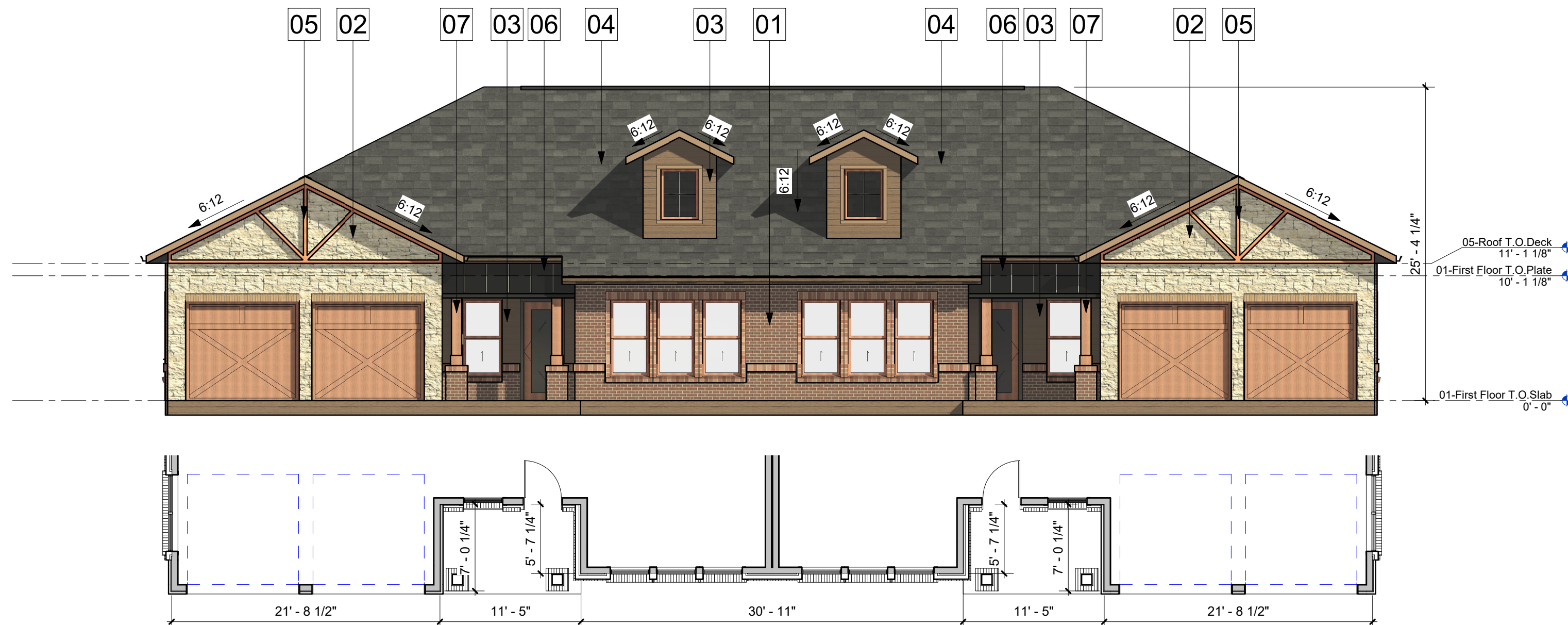
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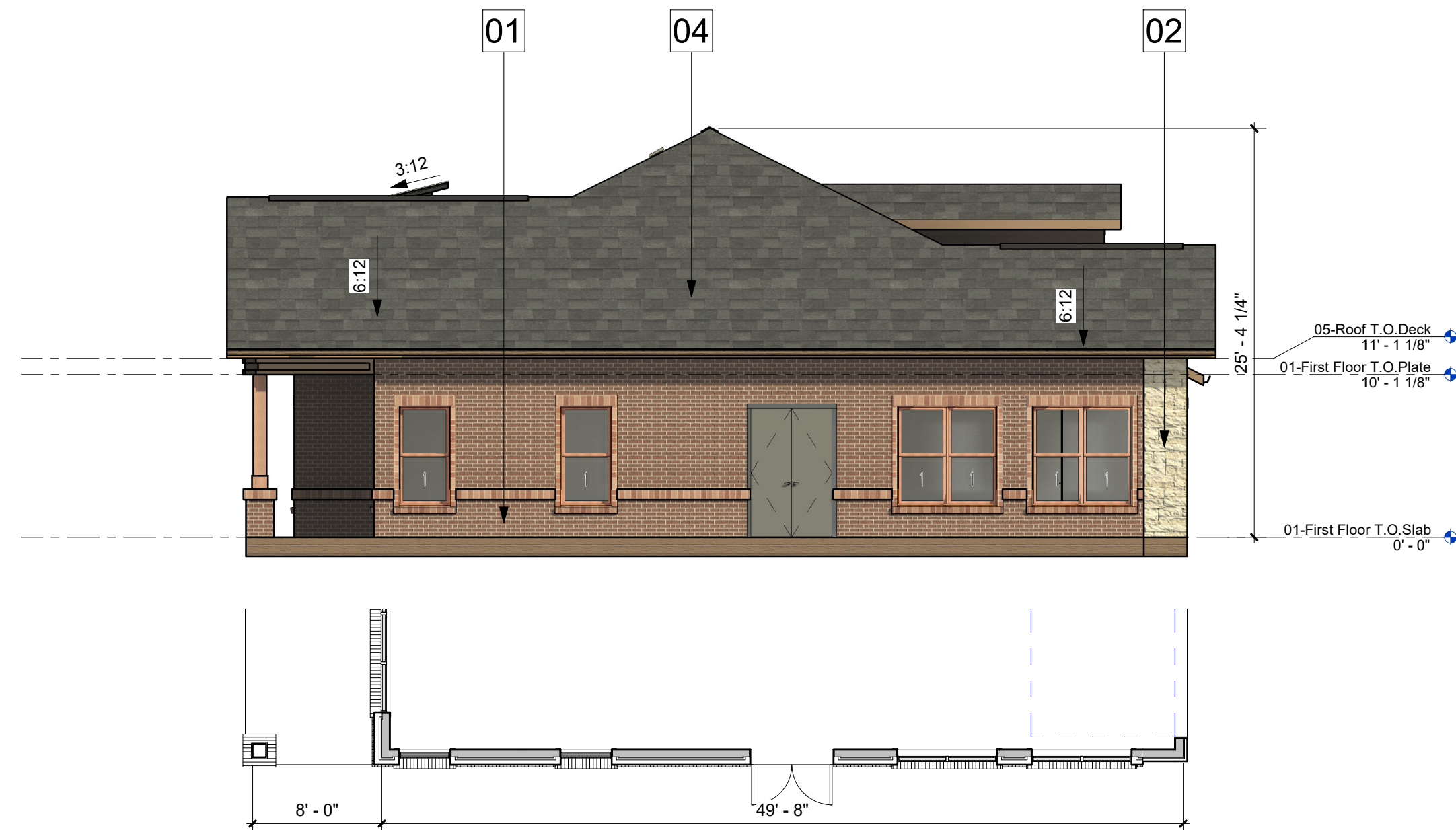
01 2PLEX V2- North (J)
1/8" = 1'-0"



02 2PLEX V2- East (K)
1/8" = 1'-0"



03 2PLEX V2- South (L)
1/8" = 1'-0"



04 2PLEX V2- West (M)
1/8" = 1'-0"

MATERIAL LEGEND

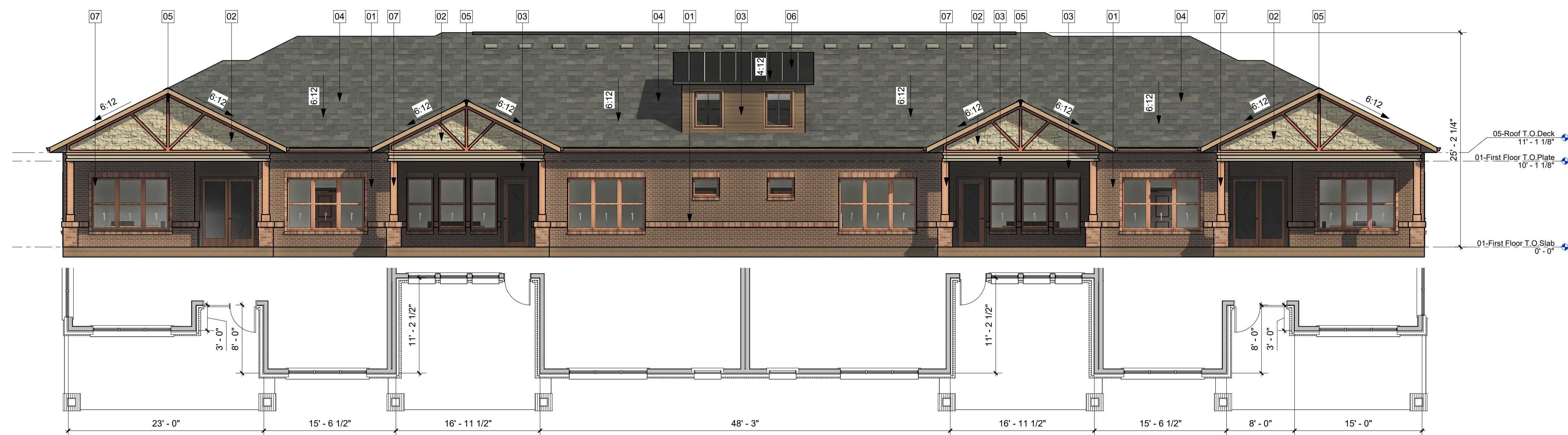
- | | | | |
|----|---|----|---|
| 01 | BRICK MASONRY VENEER-MERIDIAN CAPERS ISLAND | 05 | STAINED CEDAR DETAIL-CEDAR STAIN MEDIUM BROWN |
| 02 | STONE VENEER-TEXAS CREAM | 06 | METAL ROOF-SEALSKIN |
| 03 | HARDI SIDING-CARAIBE | 07 | WOOD COLUMN-CEDAR STAIN MEDIUM BROWN |
| 04 | ROOF COMP. SHINGLES-ONYX BLACK | | |

NOTES:

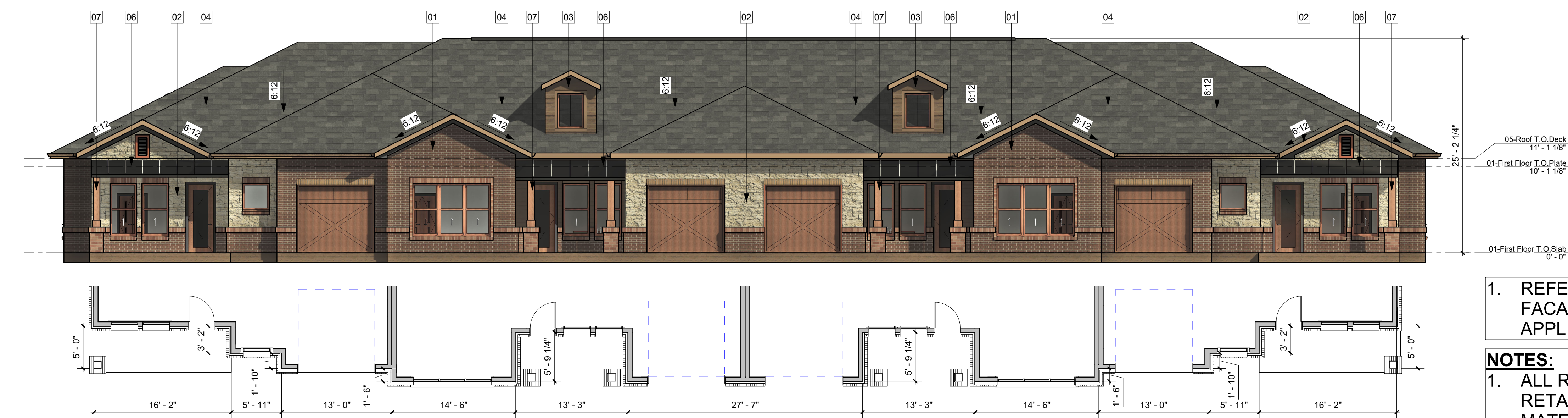
- ALL RETAINING /DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ELECTRICAL PANEL AND ASSOCIATED COMPONENTS SHALL BE PAINTED/TEXTURED TO MATCH THE COLOR OF THE BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPERATE BUILDING PERMIT
- SIGNS REQUIRE A SEPERATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A SPART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
- ALL PLAN OFFESTS ARE MINIMUM 2'-0" OR GREATER.
- IF ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.

- REFERENCE TO DIRECTIONAL ORIENTATION FOR EACH RESPECTIVE FACADE FOR EACH BUILDING, WILL BE CLARIFIED AT SITE PLAN APPLICATION

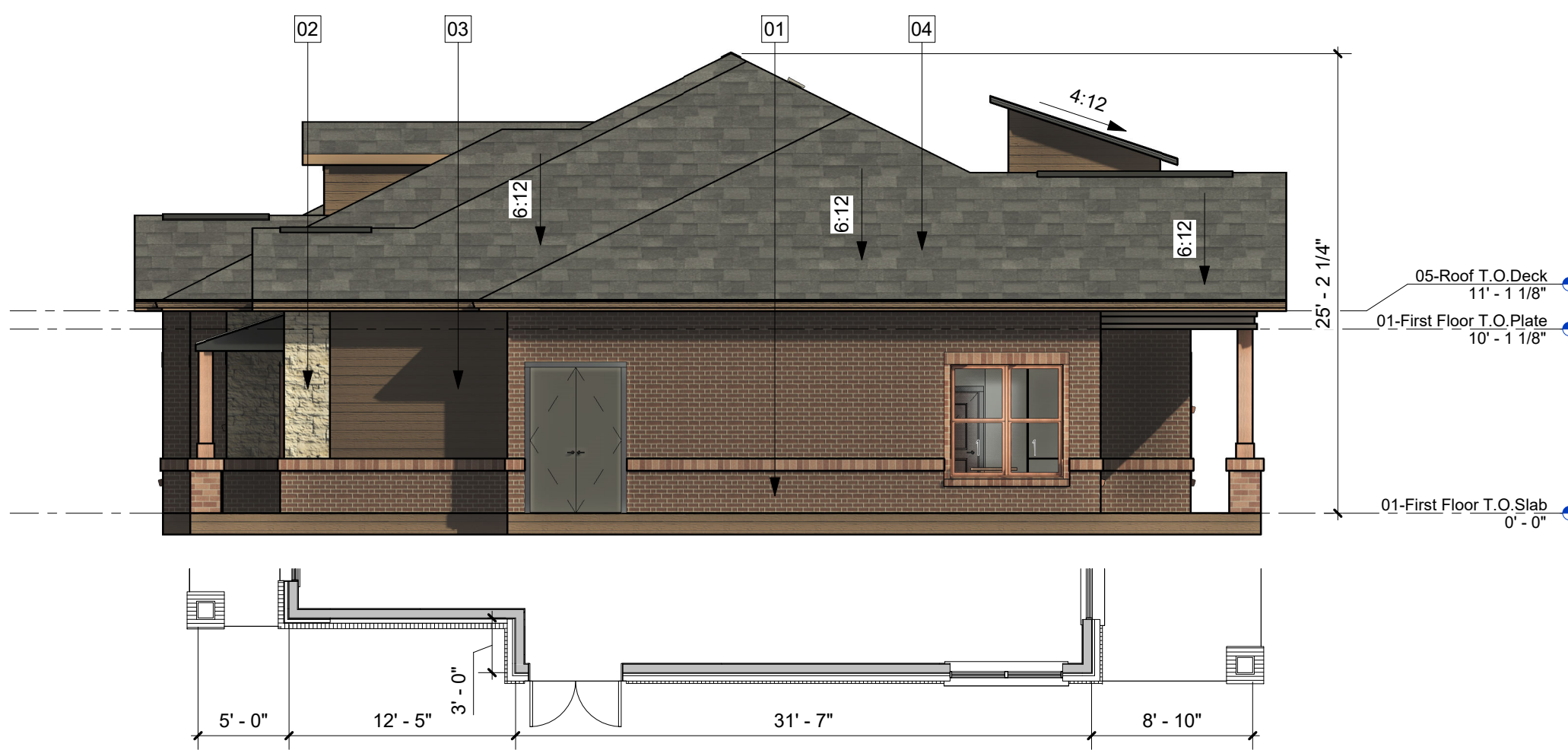
MATERIAL TABULATION CHART WATERMERE AT FLOWER MOUND									
		North		South		East		West	
		SQ.FT.	%	SQ.FT.	%	SQ.FT.	%	SQ.FT.	%
1	Total Facade S.F.	1518		1232		620		620	
2	Doors, Windows, Railing S.F.	439		535		161		161	
3	Façade S.F. (exclusive of doors, windows and railings)	1079		697		459		459	
4	Primary Masonry totals (Min. 80%)	957	88.69%	581	83.36%	451	98.26%	451	98.26%
	• Brick s.f. (as applicable)	608	56.35%	244	35.01%	420	91.50%	420	91.50%
	• Stone s.f. (as applicable)	349	32.34%	337	48.35%	31	6.75%	31	6.75%
	• Stucco s.f. (as applicable)	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	• Tilt Wall s.f. (as applicable)	...	...	...	...	...	...	...	...
5	Secondary Masonry totals (max. 20%)	121	11.21%	116	16.64%	8	1.74%	8	1.74%
	• Hardiplank s.f. (as applicable)	121	11.21%	116	16.64%	8	1.74%	8	1.74%
	• Detail any additional (as applicable)	...	...	...	...	...	...	...	...



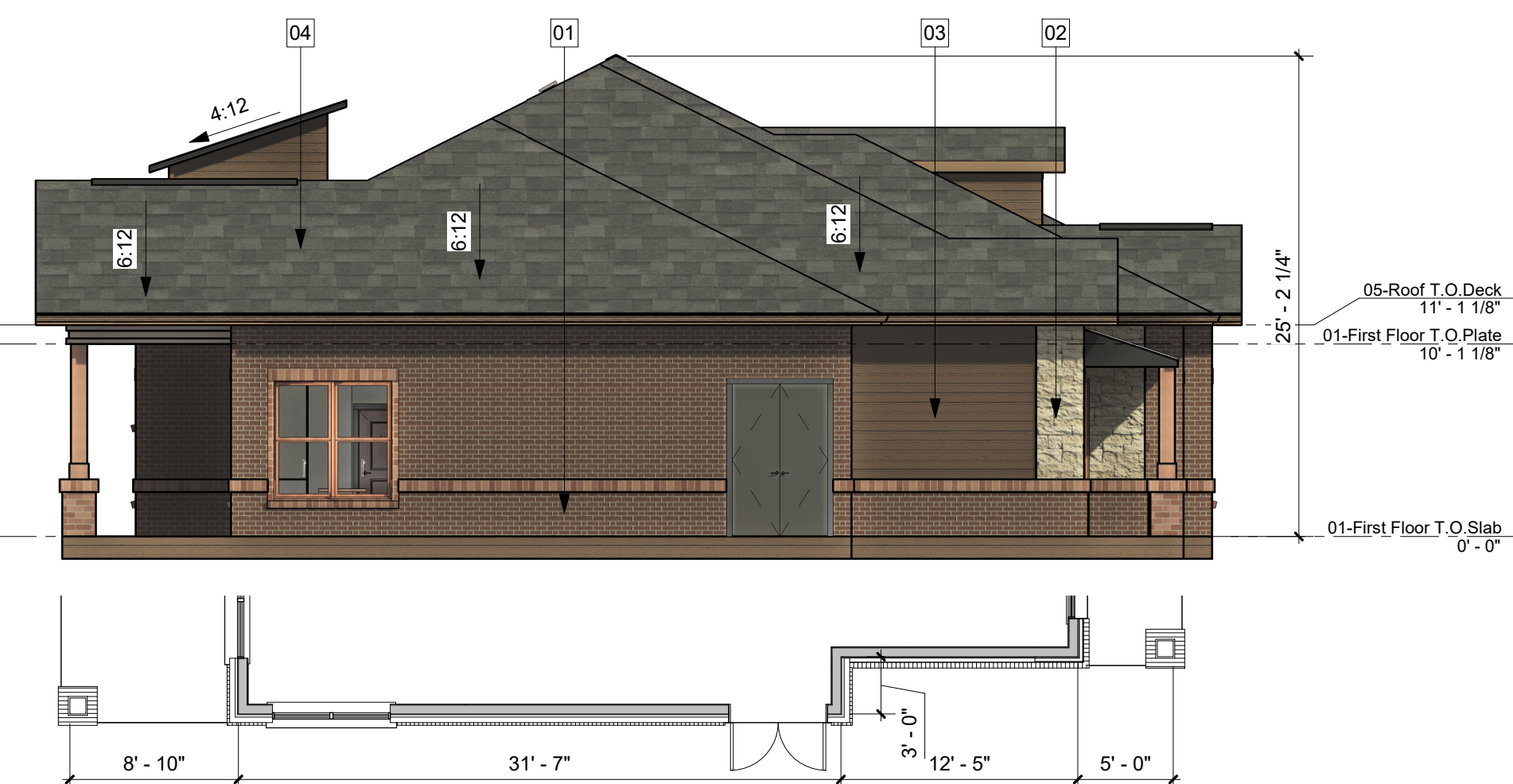
01 4PLEX-North-Upgraded Side (Q)
1/8" = 1'-0"



02 4PLEX-South-Entry Side (S)
1/8" = 1'-0"



03 4PLEX-East-Upgraded Side (R)
1/8" = 1'-0"



04 4PLEX-West-Upgraded Side (T)
1/8" = 1'-0"

MATERIAL LEGEND

- 01 BRICK MASONRY VENEER-MERIDIAN CAPERS ISLAND
- 02 STONE VENEER-TEXAS CREAM
- 03 HARDI SIDING-CARAIBE
- 04 ROOF COMP. SHINGLES-ONYX BLACK
- 05 STAINED CEDAR DETAIL-CEDAR STAIN MEDIUM BROWN
- 06 METAL ROOF-SEALSKIN
- 07 WOOD COLUMN-CEDAR STAIN MEDIUM BROWN

- REFERENCE TO DIRECTIONAL ORIENTATION FOR EACH RESPECTIVE FACADE FOR EACH BUILDING, WILL BE CLARIFIED AT SITE PLAN APPLICATION

NOTES:

- ALL RETAINING /DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
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- ALL PLAN OFFESTS ARE MINIMUM 2'-0" OR GREATER.
- IF ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.

MATERIAL TABULATION CHART WATERMERE AT FLOWER MOUND									
		North		South		East		West	
		SQ.FT.	%	SQ.FT.	%	SQ.FT.	%	SQ.FT.	%
1	Total Facade S.F.	2130		1997		618		618	
2	Doors, Windows, Railing S.F.	666		728		123		123	
3	Facade S.F. (exclusive of doors, windows and railings)	1464		1269		495		495	
4	Primary Masonry totals (Min. 80%)	1190	81.28%	1113	87.71%	408	82.42%	408	82.42%
	• Brick s.f. (as applicable)	921	62.91%	715	56.34%	362	73.13%	362	73.13%
	• Stone s.f. (as applicable)	269	18.37%	398	31.36%	46	9.29%	46	9.29%
	• Stucco s.f. (as applicable)	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	• Tilt Wall s.f. (as applicable)	...		...		...		...	
5	Secondary Masonry totals (max. 20%)	274	18.72%	156	12.29%	87	17.58%	87	17.58%
	• Hardiplank s.f. (as applicable)	274	18.72%	156	12.29%	87	17.58%	87	17.58%
	• Detail any additional (as applicable)	...		...		...		...	

A5.00 PRESENTATION EXTERIOR ELEVATIONS



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

DATE: November 4, 2024

FROM: Paul Henley, Fire Chief

ITEM: Consider approval of the purchase of a 2027 Pierce Customer Enforcer Aerial Quint for Fire and Emergency Services Department from Siddons Martin Emergency Group in the amount of \$1,641,746.00 and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: The Fire and Emergency Services Department is requesting the purchase of one (1) 2027 EPA Enforcer Quint from Siddons-Martin Emergency Group LLC in accordance with specifications noted on Quote# SMEG-0007697-0 in the amount of \$1,641,746.00 to replace Fleet unit #6300-34 under the Town's Vehicle Equipment Replacement program. This unit is 2012 Pierce Velocity PUC 75' Aerial and the replacement will a 2027 Pierce-Customer Enforcer 107' Aerial #1162.

The new unit will be purchased under BuyBoard contract #746-24.

The pricing is as follows:

Vehicle price	\$1,862,365.00
Chassis prepay discount	(\$ 19,769.00)
Aerial prepay discount	(\$ 7,185.00)
Full prepay discount	(\$ 195,165.00)
Unit Subtotal	\$1,640,246.00
BuyBoard #746-24	\$ 1,500.00
otal	\$1,641,746.00

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$1,641,746.00

Proposed Expenditure/(Revenue)
\$1,641,746.00

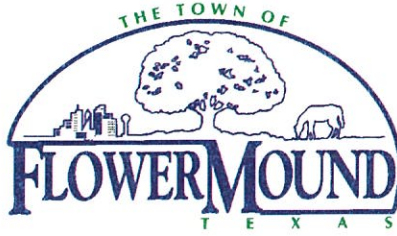
Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Pierce Aerial Quint Fleet Bid Award Recommendation
2. Siddons Martin Quote SMEG-0007697-0
3. BuyBoard Worksheet
4. 6300-34 VEF Specifications

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



Bid Award Recommendation

Date: 10/29/2024– VERF – FY24-25

Description: **New Pierce Custom Enforcer 107' Aerial Quint W/Equipment**

Qty.: 1

Replaces: 6300-34 a 2012 Pierce Pumper – Fire

Bidder: Siddons Martin Emergency Group, LLC. Contact Travis Ownby, 817-454-5394
townby@siddons-martin.com

Item: 1 – Pierce Custom Enforcer Aerial 107' Quint Fire Rescue Vehicle with options and equipment as defined in proposal detail report provided with Siddons Martin BuyBoard Cooperative quote SMEG-0007697-0 and BuyBoard contract worksheet dated 10/8/2024.

Total Cost of Vehicles, Equipment & Installation:

Vehicle Total – \$1,641,746.00

It is Fleet Services recommendation to award the bid to **Siddons Martin Emergency Group, LLC** in the amount of **\$1,641,746.00** utilizing the **BuyBoard Cooperative Contract # 746-24**.

Fleet Services Manager

10/29/2024

Date

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

October 7, 2024

BRANDON BARTH, DEPUTY CHIEF
FLOWER MOUND FIRE DEPARTMENT
3911 S BROADWAY AVE
FLOWER MOUND, TX 75028



Proposal For: 2027 EPA Enforcer Quint

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to FLOWER MOUND FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB FLOWER MOUND FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1162 - Pierce-Custom Enforcer Aerial - 107' (Unit Price - \$1,862,365.00) Delivery within 40-41 months of order date QUOTE # - SMEG-0007697-0	
	Vehicle Price \$1,862,365.00
	Chassis Prepay Discount (\$19,769.00)
	Aerial Prepay Discount (\$7,185.00)
	Full Prepay Discount (\$195,165.00)
	1162 - UNIT TOTAL \$1,640,246.00
	SUB TOTAL \$1,640,246.00
	BuyBoard 651-21 (FIRE) \$1,500.00
	TOTAL \$1,641,746.00

The price is guaranteed for 60 days. Prepayment discounts are shown but are not required. If the Town chooses not to prepay, the total amount owed is **\$1,863,865.00** upon delivery.

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of

CONTRACT PRICING WORKSHEET					
Buy Board Contract 746-24		for motor vehicles only		Contract No.: 746-24	Date: 10/8/2024
Agency:	Flower Mound Fire Department		Contractor:	Siddons-Martin Emergency Group	
Contact:	Brand Barth		Prepared:	Jeff Doran	
Phone:	770-883-6245		Phone:	281-442-6806	
Fax:	N/A		Fax:		
Email:	brandon.barth@flower-mound.com		Email:	jdoran@siddons-martin.com	
Prod. Code:	18A	Description:	Enforcer 107'		
A. Product Item Base Unit Price Per Contractor's Buy Board Contract:					\$ 1,621,814.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.					
Description		Cost	Description		Cost
			Subtotal From Additional Sheet(s):		\$ 261,534.00
			Subtotal B:		\$ 261,534.00
Total Published Options					\$ 1,883,348.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.					
Description		Cost	Description		Cost
			Subtotal From Additional Sheet(s):		\$ 2,976.00
			Subtotal C:		\$ 2,976.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					0%
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)					
Description		Cost	Description		Cost
			Subtotal D:		\$ -
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					\$ 1,886,324.00
Quantity Ordered:	1	X Subtotal of A + B + C + D:	1886324	=	Subtotal E: \$ 1,886,324.00
F. Buy Board Fee Calculation (From Current Fee Tables)					Subtotal F: \$ 1,500.00
Description	Cost	Description	Cost		
Chassis Pre-Payment Discount	\$ (19,769.00)	Contract Discount	\$ (23,959.00)		
100% Pre-Payment Discount	\$ (195,165.00)	Aerial Prepay Discoun	\$ (7,185.00)		
Subtotal of column	\$ (214,934.00)	Subtotal of Column	\$ (31,144.00)	Subtotal G:	\$ (246,078.00)
Delivery Date:		40 - 41 Months		H. Total Purchase Price (E+F+G): \$ 1,641,746.00	

Option Number	Qty	Description	Published Options	Unpublished Options
112	2	TAK-4 Suspension	\$47,338.00	
114	1	T3 Steer Tandem Suspension	\$84,024.00	
145	1	12 or 120 volt air compressor	\$2,696.00	
146	1	Brake fittings compression type	\$2,687.00	
181	1	Bumper tray with cover	\$1,408.00	
185	1	Bumper warning light recess	\$1,420.00	
188	1	Line-x type Bumper Coating front or rear	\$893.00	
194	1	Electric Windows	\$3,079.00	
195	1	Electric Door locks	\$1,793.00	
197	1	Handrail with LED Lighting per 2	\$838.00	
222	1	Danhard Style A/C	\$9,619.00	
230	1	EMS Compartment in Cab	\$4,659.00	
235	1	Heavy Duty HVAC	\$5,225.00	
265	1	Mounting plate on engine tunnel	\$734.00	
305	3	Spare 12 volt power (each)	\$696.00	
308	1	Radio with Weatherband	\$2,142.00	
326	1	IOTA Charger	\$1,723.00	
336	1	Auto-eject 20 amp	\$798.00	
347	1	430 amp Delco alternator	\$5,776.00	
357	4	12 volt LED Scene - C	\$12,628.00	
365	2	12 volt LED Flood Recessed or surface (per light) A	\$6,366.00	
447	5	Adjustable Comp. shelves	\$1,480.00	
460	3	Slide-out floor tray	\$3,675.00	
463	1	Swing-out tool board	\$3,457.00	
476	3	C-Tech style drawers (per ea.)	\$5,940.00	
482	-8	SCBA Cylinder storage in fender panel single (each)	-\$8,248.00	
484	2	SCBA Cylinder storage in fender panel triple (each)	\$3,952.00	
501	1	add 2.5" suction inlet	\$2,151.00	
505	1	2.5" Discharge	\$4,540.00	
507	1	Add Large Diameter Side Discharge	\$8,342.00	
624	1	GTT Emitter Roof/remote mounted	\$8,463.00	
679	2	Electrical Receptacle duplex (per each) 15 or 20 amp	\$1,042.00	
722	1	Stokes Brackets behind Boom	\$1,357.00	
726	1	Camera Stabilizer per pair	\$3,052.00	
736	1	12 Volt LED Tracking/tip lights	\$7,602.00	
746	1	Three-tone paint	\$6,092.00	
764	1	Graphics Upgraded 4	\$12,095.00	
809989	1	Compt, 16.50 W x 16 LS/28 RS H x 15 D, Ea Side, Dbl Pan, DEF,RS 2.5" Blw,70" E		\$2,976.00
		Base Bid	\$ 1,621,814.00	
		Published Options	\$ 261,534.00	
		Total with Published Options	\$ 1,883,348.00	
		Unpublished Options	\$ 2,976.00	0.16%
		Total Options including Fee	\$ 1,886,324.00	

(For Purchase Process)

10/11/2024

Siddons Martin Emergency Eq

Travis Ownby

3500 Shelby Lane



Town of Flower Mound

FLEET SERVICES

1101 Duncan Lane

Flower Mound, TX 75028

Fire & Emergency Services

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$1,763,400.00	1	2027 EPA Enforcer Quint (1162 Pierce Custom Enforcer Aerial)	\$1,763,400.00	\$1,641,746.00
				-	-
				-	-
				-	-
				-	-
				-	-
				TOTAL:	\$1,641,746.00

All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights

Brandon Barth Ext 6203

APPROVALS:

Fleet Manager:

Billy Sterner

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

6300-34

Bid/Solicitation #:

Spec Name:

Pierce Enforcer Quint 107A

Co-Op/Contract #:

BuyBoard 746-24

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



Proposal Details Report

10/7/2024

Customer: FLOWER MOUND FIRE DEPT. **Bid Number:** 1162
Representative Ownby, Travis **Job Number:**
Requirements Manager: **Organization:** Siddons-Martin Emergency Group
Description: 2024 Flower Mound 107 Tandem
Chassis: Enforcer Chassis, Aerials, Tandem Axle, Ascendant/LSL
Body: Aerial, HD Ladder 107' ASL Tandem, Alum Body

OptionCode	Type	Option	ProposalText
0010012		No Boiler Plates requested	
0018180		Single Source Compliance, Aerials	SINGLE SOURCE MANUFACTURER Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pump house (including the sheet metal enclosure, valve controls, piping and operators panel) body and aerial device will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.
0584456		Manufacture Location, Appleton, Wisconsin	Your apparatus will be manufactured in Appleton, Wisconsin.
0584452		RFP Location: Appleton, Wisconsin	
0588609		Vehicle Destination, US	
0764706	SP	BMP Truck - Pre-Approval at Bid - Approved Option Will Be Required at Booking	
0791096	SP	Build My Pierce™ Truck	SPECIAL INSTRUCTIONS Booked with 499 Options and 8 SPs
0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	NFPA 2024 STANDARDS This unit will comply with the NFPA standards effective January 1, 2024, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions. Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus. All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack. A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating. The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications. An official of the company will designate, in writing, who is qualified to witness and certify test results.
0533351		Quint Fire Apparatus	
0588612		Vehicle Certification, Aerial w/Pump	

0681278	Agency, Apparatus Certification, Aerial w/Pump, U.L.	NFPA COMPLIANCY Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA". INSPECTION CERTIFICATE A third party inspection certificate for the aerial device will be furnished upon delivery of the aerial device. The certificate will be Underwriters Laboratories Inc. Type 1 and will indicate that the aerial device has been inspected on the production line and after final assembly. Visual structural inspections will be performed on all welds on both aluminum and steel ladders. On critical weld areas, or on any suspected defective area, the following tests will be conducted: Magnetic particle inspection will be conducted on steel aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. Magnets will be placed on each side of the weld while iron powder is placed on the weld itself. The powder will detect any crack that may exist. This test will conform to ASTM E709 and be performed prior to assembly of the aerial device. A liquid penetrant test will be conducted on aluminum aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. This test will conform to ASTM E165 and be performed prior to assembly of the aerial device. Ultrasonic inspection will be conducted on all aerials to detect any flaws in pins, bolts and other critical mounting components. In addition to the tests above, functional tests, load tests, and stability tests will be performed on all aerials. These tests will determine any unusual deflection, noise, vibration, or instability characteristics of the unit. PUMP TEST The pump will be tested, approved and certified by Underwriter's Laboratory at the manufacturer's expense. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the manufacturer's record of pump construction details will be forwarded to the Fire Department. GENERATOR TEST If the unit has a generator, the generator will be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. The test results will be provided to the Fire Department at the time of delivery. BREATHING AIR TEST If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and certify that the air quality meets the requirements of NFPA 1989, <i>Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection</i>.
0816495	Certification, Vehicle Inspection Program, NFPA 1900	VEHICLE INSPECTION PROGRAM CERTIFICATION To assure the vehicle is built to current NFPA 1900 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus. A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.
0620358	Consortium, Buy Board	
0537375	Unit of Measure, US Gallons	
0030006	Bid Bond Not Requested	BID BOND NOT REQUESTED A bid bond will not be included. If requested, the following will apply: All bidders will provide a bid bond as security for the bid in the form of a 5 percent bid bond to accompany their bid. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract. Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

0816574	Performance Bond, 100% with Warranty Bond, 1 Yr, and Payment Bond, PPI Terms	PERFORMANCE BOND, 1 YEAR The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required. Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 100 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.
0000007	Approval Drawing	APPROVAL DRAWING A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc. A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.
0002928	Electrical Diagrams	ELECTRICAL WIRING DIAGRAMS Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.
0786875	Enforcer Chassis, Aerials, Tandem Axle, Ascendant/LSL	ENFORCER CHASSIS The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.
0000110	Wheelbase	WHEELBASE The wheelbase of the vehicle will be 233.5.
0000070	GVW Rating	GVW RATING The gross vehicle weight rating will be 57,500.
0729280	Frame Rails, 13.38 x 3.50 x .375, Enforcer	FRAME The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.
0889469	Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	FRAME REINFORCEMENT In addition, a mainframe internal liner will be provided. The liner will be an internal "C" design that steps to an internal "L" design over the rear axle. It will be heat-treated steel measuring 12.50" x 3.00" x 0.25" through the front portion of the liner, stepping to 9.38" x 3.00" x 0.25" through the rear portion of the liner. Each liner will have a section modulus of 13.58 cubic inches, yield strength of 110,000 psi, and rbm of 1,494,042 in-lb. Total rbm at wheelbase center will be 4,391,869 in-lb. The frame liner will be mounted inside of the chassis frame rail and extend the full length of the frame.

0629940	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	FRONT NON DRIVE AXLE The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 22,800 lb. Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron. The center cross members and side plates will be constructed out of 80,000-psi yield strength steel. Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations. There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension. The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load. Camber at load will be zero degrees for optimum tire life. The ball joint bearing will be of low friction design and be maintenance free. Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided. The wheel ends will have little to no bump steer when the chassis encounters a hole or obstacle. The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase. The axle will have a turning angle of up to 45 degrees.
0010427	Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	FRONT SUSPENSION Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 22,800 lb. The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment. Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension. The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms. The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side. The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.
0087572	Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	FRONT SHOCK ABSORBERS KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.
0000322	Oil Seals, Front Axle	FRONT OIL SEALS Oil seals with viewing window will be provided on the front axle.
0899438	Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	FRONT TIRES Front tires will be Goodyear 425/65R22.50 radials, 20 ply Armor Max MSA, rated for 22,800 lb maximum axle load and 68 mph maximum speed.
0725046	Wheels, Front, 22.50" x 12.25", Steel, Hub Pilot, 24k	The tires will be mounted on 22.50" x 12.25" steel disc type wheels with a ten (10)-stud, 11.25" bolt circle.
0709046	SP Axle, Rear, Oshkosh TAK-4 T3, 52,000 lb, Rear Steer, 2 Axle, Enf	REAR AXLE The rear axle will be a tandem axle assembly, of the Oshkosh TAK-4® T3, Tight Turning Technology, independent suspension design, with the ability to support a mechanical rear axle steering system. Tandem rear axles will have a ground rating of 52,000 lb. The rear axles will be designed for specific use of the independent suspension. The rear independent suspension driving axles will be equipped with a carrier reduction of 1.69 to 1.00 with a planetary wheel end reduction of 3.55 to 1.00. Driving torque will be transmitted from the center differential to the planetary wheel drive by means of a half shaft. Oil fills and level checks will be required at the center differential and the planet wheel end locations. An inter-axle differential, which divides torque evenly between axles, will be provided with an indicator light mounted on the cab instrument panel. REAR AXLE STEERING The tandem rear axle assembly will include a mechanical rear steering system. The mechanical rear steering system will be applied to both rear axles. The steering geometry will be designed to minimize tire scrub of the rear tandem axle tires while reducing the overall turning diameter of the apparatus. The mechanical rear steering system will not use electronic controls and will not have a means to be disengaged. Coordinated steering is the only steering mode supported by the mechanical steering system. Rear steering system is actuated by a mechanical means of connecting the front master/slave steering gear system to a rear axle master/slave steering gear system.

0818717	Top Speed of Vehicle, 65 MPH/104 KPH, Non-NFPA/ULC 2024	TOP SPEED OF VEHICLE NFPA 1900 and ULC 515, 2024 edition requires limits on the top speed of vehicles. NFPA 7.16.1 requires that the maximum top speed of fire apparatus with a GVWR over 33,000 lb will not exceed either 68 mph or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower. NFPA 7.16.2 requires that if the combined water tank and foam agent tank on the fire apparatus exceed 1250 gallons or the GVWR of the vehicle is over 50,000 lb, the maximum top speed of the apparatus will not exceed either 60 mph or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower. It is the intention of the standard to improve safety by limiting the speed of all apparatus to 68 mph, and tankers or heavy apparatus to 60 mph. By requesting an exception to this requirement, the purchasing authority is consciously choosing to operate their apparatus at speeds above the limits designated as safe speeds by the NFPA Technical Committee on Fire Department Apparatus. The top speed of the apparatus as manufactured exceeds the NFPA requirements. Per fire department specification of a top speed that exceeds NFPA requirements, the apparatus will be non-compliant to NFPA 1900 and ULC 515 standards at time of contract execution. The rear tires being specified have a top speed limit of 65 mph / 104 kph from the tire manufacturer.
0709043	Suspen, Rear, Oshkosh TAK-4, Independent, 52,000 lb, Enf	REAR SUSPENSION The rear suspension will be an Oshkosh TAK-4® independent type with a minimum ground rating of 52,000 lbs. The independent suspension will be configured with upper and lower control arms with a spring seat for a coil spring mounted to the lower control arm. The spring tower will be integrated into the suspension frame mount. Each control arm has elastomeric bushings at the inner pivot locations with a ball joint bearing at the outer pivot location. All suspension pivot joints will be of a maintenance free design. The rear independent suspension will be provided with steering toe links providing tow adjustments and maintaining wheel control throughout the range of wheel travel. The independent suspension will be designed to provide maximum ride quality when traveling at highway speeds over improved roads or a moderate speeds over secondary road surfaces with minimal transfer of shock and vibration to the apparatus. Each independent suspension will utilize a coil type of spring. The design will allow for removal of the spring without the use of any spring compression. The rear suspension will provide a minimum wheel travel of 10.00", 6.00" jounce and 4.00" of rebound.
0000485	Oil Seals, Rear Axle	REAR OIL SEALS Oil seals will be provided on the rear axle(s).
0618521	Driver Controlled Differential Locks, Both Axles, Oshkosh TAK-4 IRS/T3 Tandem	DRIVER CONTROL DIFFERENTIAL LOCK (DCDL) Both rear tandem axles will be equipped with driver controlled differential locks (DCDL). The control will be located within easy reach of the driver.
0614549	Pump, Thru-Pump, Oshkosh TAK-4, T3 Rear Steer, Aerial	
0802662	Tires, Rear, Goodyear,Armor Max MSA,445/65R22.5,20ply, (AWS/IRS),Tand.FS Load Rat	REAR TIRES Rear tires will be four (4) Goodyear radials 445/65R22.50, 20 ply all-position Armor Max MSA tread, rated for 52,640 lb maximum axle load and 68 mph maximum speed.
0826900	Wheels, Rear, 22.50" x 13.00", Steel, Hub Pilot, Tandem, AWS/IRS	The tires will be mounted on 22.50" x 13.00" steel disc type wheels with a ten (10) stud,11.25" bolt circle.
0568081	Tire Balancing, Counteract Beads	TIRE BALANCE All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.
0620569	Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle	TIRE PRESSURE MANAGEMENT There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of 10 tires. The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi. Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.
0801909	Lug Nut, Covers, Chrome	CHROME LUG NUT COVERS Chrome lug nut covers will be supplied on front and rear wheels.

0003245	Axle Hub Covers w/center hole, S/S, Front Axle	FRONT HUB COVERS Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.
0002045	Mud Flap, Front and Rear, Pierce Logo	MUD FLAPS Mud flaps with a Pierce logo will be installed behind the front and rear wheels.
0617577	Chocks, Wheel, Worden HWG- SB, Super Gripper	WHEEL CHOCKS There will be one (1) pair of Worden Safety Products, Model HWG-SB, wheel chocks provided. Heavy Duty, large molded aluminum wheel chock with solid bottom, natural cast aluminum finish.
0646364	Mounting Brackets, Chocks, Worden Safety, Model U815T	WHEEL CHOCK BRACKETS There will be one (1) single of Worden Safety, Model U815T, mounting wheel chock brackets provided. The brackets will be mounted LS rear axle as fits.
0821337	ABS Wabco Brake System, Tandem Rear Axle, Tak-4, NFPA 1900/ULC	ANTI-LOCK BRAKE SYSTEM The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels (rear axle of tandems). A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel sensor will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.
0030185	Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	BRAKES The service brake system will be full air type. The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance. The brake system will be certified, third party inspected, for improved stopping distance.
0581433	Brakes, Bendix, Cam, Rear, 16.50 x 7.00"	The rear brakes will be Bendix®, Model ES1657D, 16.50" x 7.00" cam operated with automatic slack adjusters.
0735527	Air Compressor, Brake, Wabco 26.8 CI, Paccar	AIR COMPRESSOR, BRAKE SYSTEM The air compressor will be a Wabco single piston compressor with a 26.8 CI displacement.
0637583	Brake Reservoirs, 6,408 Cubic Inch Minimum Capacity, Saber FR/Enforcer	BRAKE SYSTEM The brake system will include: Brake treadle valve Heated automatic moisture ejector on air dryer Total air system capacity of 6,408 cubic inches Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi Spring set parking brake system Parking brake operated by a push-pull style control valve A parking "brake on" indicator light on instrument panel Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, will be provided with an automatic spring brake application at 40 psi A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa) 1/4 turn drain valves on each air tank The air tank will be primed and painted to meet a minimum 750 hour salt spray test. The air tanks will be painted black #98. To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.
0617092	Air Dryer, Wabco System Saver 1200, With Wet Tank, Heated, Saber FR/Enforcer	BRAKE SYSTEM AIR DRYER The air dryer will be a WABCO System Saver 1200 with spin-on coalescing filter cartridge and 100 watt heater.
0000790	Brake Lines, Nylon	BRAKE LINES Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

0813346	Inlet/Outlet, Air, w/Disconnect Fitting, 1/4 Turn Valve, Location	AIR INLET/OUTLET One (1) air inlet/outlet will be installed with the female coupling located forward in the driver side lower step well of cab. This system will tie into the "wet" tank of the brake system and include a check valve in the inlet line and an 85 psi pressure protection valve in the outlet line. The air outlet will be controlled by a 1/4 turn valve. A mating male fitting will be provided with the loose equipment. The air inlet will allow a shoreline air hose to be connected to the vehicle. This will allow station air to be supplied to the brake system of the vehicle to insure constant air pressure.
0070810	All Wheel Lockup (Aerial/Tanker Chassis)	ALL WHEEL LOCK-UP An additional all wheel lock-up system will be installed which applies air to the front brakes only. The standard spring brake control valve system will be used for the rear.
0550195	Compressor, Air, Kussmaul 091-9HP-AD, w/Auto Drain 120V Brake Sys	AIR COMPRESSOR - BRAKE SYSTEM MAINTENANCE A Kussmaul, Model 091-HP-AD, air compressor with Auto Drain will be provided. It will be driven by the 120-volt shoreline electrical system and will be located next to the battery charger in the cab behind driver seat. The compressor will maintain the air pressure in the chassis air brake system while the vehicle is not in use. A pressure switch will sense when the system pressure drops and automatically start the compressor, which then will run until pressure is restored.
0630460	Moisture Ejector, Manual, Remote Mounted, Enforcer/Saber FR	MANUAL MOISTURE EJECTOR(S) Manual moisture ejectors for a single axle pumper reservoir capacity will be installed in the brake system. The moisture ejector(s) will be remote mounted on the left side of vehicle, as close to the edge of vehicle as possible. A loop will be provided at the moisture ejector, to allow for ease of pulling the drain. Each moisture ejector will have a label directly under the ejector, stating air tank drain. Nylon tubing, 0.38" diameter, will be routed from the air tank to the moisture ejector. The nylon tubing will be covered with protective split loom. The moisture ejector(s) will be provided on the brake reservoir(s).
0612549	Fittings, Compression Type, Entire Apparatus, Tandem Rear Axle	COMPRESSION FITTINGS Any nylon tube on the apparatus that is pneumatic will be plumbed with compression type fittings where applicable.
0808515	Engine, Paccar MX, 510HP, 1850 lb-ftW/OBD, EPA 2027, Saber FR/Enforcer	ENGINE The chassis will be powered by an electronically controlled engine as described below: Make: Paccar Model: MX Power: 510 hp at 1600rpm Torque: 1850 lb-ft at 1000rpm Governed Speed: 1900 rpm Emissions Certification: EPA 2027 Fuel: Diesel Cylinders: Six (6) Displacement: 13.7L Starter: DP60 Fuel Filters: Dual cartridge style with check valve, water separator, and water in fuel sensor The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.
0811409	Not Required, Engine Contingency Adjustment	
0001244	High Idle w/Electronic Engine, Custom	HIGH IDLE A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation. The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

0735687	Engine Brake, Fully Integrated, Paccar MX13 Engine	ENGINE BRAKE The compression release brake option is a fully integrated MX engine braking system. It utilizes the turbocharger and back pressure valve, but adds in a hydraulically operated compression brake to increase overall retarding power. To maximize the effectiveness of the compression brake the MX engine brake system works in conjunction with the turbocharger and back pressure valve. The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.
0644227	Clutch, Fan, Air Actuated, Saber FR/Enforcer	CLUTCH FAN A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.
0644573	Air Intake, Water & Ember Screen, Saber FR/Enforcer	ENGINE AIR INTAKE The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille. The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine. The ember separator will be easily accessible by tilting the cab.
0814375	Exhaust System, Horizontal, Right Side	EXHAUST SYSTEM The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device. The exhaust system will include an aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipe between the turbo and the aftertreatment device to minimize the transfer of heat to the cab. The exhaust will terminate horizontally ahead of the right side rear wheels and will be flush with the side of the body. The exhaust pipes will be aluminized steel. There will be an aluminized steel exhaust diffuser with a standard straight tip on the end provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.
0788765	Radiator, Saber FR/Enforcer	RADIATOR The radiator and the complete cooling system will meet or exceed the current edition of applicable NFPA and engine manufacturer cooling system standards. For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes. The radiator core will have a minimum front area of 1060 square inches. Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be made of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability. The radiator will be compatible with commercial antifreeze solutions. The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain. The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap. A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.
0001090	Cooling Hoses, Rubber	COOLANT LINES Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing. Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.
0001125	Fuel Tank, 65 Gallon, Left Side Fill	FUEL TANK A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps. A 0.75" drain plug will be located in a low point of the tank for drainage. A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only." A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet. The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.
0001129	Lines, Fuel	All fuel lines will be provided as recommended by the engine manufacturer.

0734655	DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Fill Dr, ENF	DIESEL EXHAUST FLUID TANK A 7.3 gallon diesel exhaust fluid (DEF) tank will be provided and mounted under the cab on the driver's side. A fill inlet will be provided on the driver's side of the cab. The door will be vertically hinged and secured by a SouthCo C2 chrome raised trigger lever latch and be painted. The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing. The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.
0552793	Not Required, Fuel Priming Pump	
0552712	Not Required, Shutoff Valve, Fuel Line	
0699437	Cooler, Chassis Fuel, Not Req'd.	
0690880	No Selection Required From This Category	
0887546	Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	TRANSMISSION An Allison 6th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided. The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due. Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock). A transmission temperature gauge with an amber light and buzzer will be installed on the cab instrument panel.
0625331	Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	TRANSMISSION SHIFTER A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation. The transmission ratio will be: 1st 3.51 to 1.00 2nd 1.91 to 1.00 3rd 1.43 to 1.00 4th 1.00 to 1.00 5th 0.75 to 1.00 6th 0.64 to 1.00 R 4.80 to 1.00
0684459	Transmission Oil Cooler, Modine, External	TRANSMISSION COOLER A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.
0001375	Driveline, Spicer 1810	DRIVELINE Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints. The shafts will be dynamically balanced before installation. A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.
0734211	Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	STEERING Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and Paccar hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings. A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

0802950	Steering Wheel, 4 Spoke w/Wiper Control, Saber FR/Enforcer	STEERING WHEEL The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a four (4)-spoke design. There will be a switch pod provided on the left side of the steering wheel between the spokes. The switch pods will be an integral part of the steering wheel. The following switches will be provided: Windshield wash Wiper intermittent speed increase Wiper intermittent speed decrease Hi/Lo wiper speed Wiper off
0690274	Logo/Emblem, on Dash	LOGO AND CUSTOMER DESIGNATION ON DASH The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row. The first row of text will be: Flower The second row of text will be: Mound The third row of text will be: Fire
0606441	Bumper, 19" Extended, Steel Painted, Saber FR/Enforcer	BUMPER A one (1)-piece bumper manufactured from 0.25" formed steel with a 0.38" bend radius will be provided. The bumper will be a minimum of 10.00" high with a 1.50" top and bottom flange, and will extend 19.00" from the face of the cab. The bumper will be 95.28" wide with 45 degree corners and side plates. The bumper will be metal finished and painted job color. To provide adequate support strength, the bumper will be mounted directly to the front of the C channel frame. The frame will be a bolted modular extension frame constructed of 50,000 psi tensile steel. Gravel Pan A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and the cab face. The pan will be properly supported from the underside to prevent flexing and vibration.
0640197	Tray, Hose, Center, 19" Bumper, Outside Air Horns	CENTER HOSE TRAY A hose tray, constructed of aluminum, will be placed in the center of the bumper extension. The tray will have a capacity of 125' of 1.75" double jacket cotton-polyester hose. Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.
0630809	Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched	Center Hose Tray Cover A bright aluminum treadplate cover will be provided over the center hose tray. The cover will be "notched" allowing the hose to be pre connected to hose connection. The cover will be attached with a stainless steel hinge. A D-ring latch will secure the cover in the closed position and a pneumatic stay arm will hold the cover in the open position. The arm will be opposite side of notch.
0614646	No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	
0032932	Tow Eyes, Painted, Extended Out Front of Bumper	TOW EYES Two (2) tow eyes will be mounted through the front face of the bumper. The inner and outer edges of the tow eyes will have a .25" radius. The tow eyes will be mounted directly to the bumper frame. Cutouts will be provided in the front face of the stainless steel bumper to allow the tow eyes to extend out the front. The tow eyes will be designed and positioned to allow up to a 9,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow eyes will not be used for lifting of the apparatus. The tow eyes will be painted job color.
0667513	Bracket, License Plate, Under Frt Bumper, Hinged, Non-Illuminated, Oversize	LICENSE PLATE BRACKET A non-illuminated license plate bracket will be mounted under the front bumper. The bracket will be hinged. The bracket will be formed from stainless steel.
0692444	Recess, Front/Side Warning Light, In Angled Corner of Extended Bumper	SIDE ZONE LIGHT MOUNTING The front warning lights on each side will be recessed into the angled portion of the bumper extension to protect the light from damage. The recessed bracket will be made of painted smooth aluminum.
0532853	Recess, Side Zone Warning Light, In Side of Extended Bumper	SIDE ZONE LIGHT MOUNTING The front lower warning lights on each side will be recessed into the side of the bumper extension to protect the light from damage. The recessed bracket will be made of painted smooth aluminum.

0625147	SP Roller, Hose, Front and Sides, Hose Tray	HOSE ROLLERS (front bumper tray) one (1) set of hose rollers will be provided on the front, left and right side of the bumper hose tray (s). The rollers will be provided on the center tray trays.
0698960	Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	FRONT BUMPER UL-LX COATING Protective black UL-LX® coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange. The lining will be properly installed by an authorized UL-LX dealer.
0625650	Cab, Enforcer, 7000	CAB The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder. The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises. For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards. The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly. The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin. The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab. The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability. The centerline of front axle to the rear of the cab will be 70.00" long. The overall height (from the cab roof to the ground) of approximately 99.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed. The floor to ceiling height inside the crew cab will be 54.50" in the center and outboard positions. The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers. The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall. The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants. The cab will be a full tilt cab style. A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab. CAB ROOF DRIP RAIL For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof. FENDER LINERS Full circular inner fender liners in the wheel wells will be provided. PANORAMIC WINDSHIELD A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance. WINDSHIELD WIPERS Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements. The washer reservoir will be able to be filled without raising the cab.
0891214	Engine Tunnel, X12, MX13, Spray Insulation, Enforcer w/T3 Rear Axle	ENGINE TUNNEL Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room. The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current edition of applicable NFPA standards.

0887601	Cab Insulation, Enforcer/Saber FR	INTERIOR CAB INSULATION The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, a minimum of 1.00" insulation in the crew cab floor, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.
0633594	Rear Wall, Interior, Adjustable Seating	INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING) The interior rear wall of the crew cab will have mounting holes every 2.75" to allow for adjustability of the forward facing crew cab seating along the rear wall. Seats will be adjustable with use of simple hand tools allowing departments flexibility of their seating arrangement should their department needs change.
0632103	Rear Wall, Exterior, Cab, Saber FR/Enforcer	CAB REAR WALL EXTERIOR COVERING The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.
0639727	Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	CAB LIFT A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves. Hydraulic pump will have a manual override for backup in the event of electrical failure. Lift controls will be located on the right side pump panel or front area of the body in a convenient location. The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal. The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position. The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position. For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered. Cab Lift Interlock The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.
0751131	Grille, Bright Finished, Painted Mesh Screen, Front of Cab, Enforcer	GRILLE An aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab. The mesh screen will be painted black #101.
0647932	Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	
0015440	No Chrome Molding, On side of cab	
0521669	Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	MIRRORS A Retractable, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

0648171	Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Level Roof	DOORS To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 63.37" high. The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum. A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands. Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands. The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed. A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit. A chrome handle will be provided on the inside of each cab door for ease of entry. A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted. The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.
0655544	Door Panel, Painted Aluminum, Saber/Enforcer 4-Door Cab	Door Panels The inner cab door panels will be constructed out of painted aluminum.
0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	ELECTRIC OPERATED CAB DOOR WINDOWS All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window. Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second.
0653574	Electric Door Locks, Cab Doors, Conceal Switch Feature, QXS/AXT/Sab/Enf	ELECTRIC CAB DOOR LOCKS The front driver and officer doors will have a door lock master switch that will control all front and rear crew cab door locks. Each rear crew cab door will have its own lock control. There will be one (1) concealed switch located left side bumper.
0638310	Steps, 4-Door Cab, Saber FR/Enforcer	CAB STEPS The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height. The vertical surfaces of the step well will be aluminum treadplate.
0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	CAB EXTERIOR HANDRAILS A Hansen knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress. Each handrail will be provided with red LED lights. The lights will be activated when the parking brake is applied. The LED lights may be load managed.
0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	STEP LIGHTS There will be six (6) white LED step lights with chrome housing installed for cab and crew cab access steps. One (1) light for the left side cab access steps. Two (2) lights for the left side crew cab access steps. Two (2) lights for the right side crew cab access steps. One (1) light for the right side cab access step. In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. The lights will be activated when the battery switch is on and the adjacent door is opened.
0583698	Fenders, S/S on cab, Extra Wide, Saber/Enf	FENDER CROWNS Stainless steel fender crowns will be installed at the cab wheel openings.

0637984	Window, Side of C/C, Fixed, Saber FR/Enforcer	CREW CAB WINDOWS One (1) fixed window with tinted glass will be provided on each side of the cab, to the rear of the front cab door. The windows will be sized to enhance light penetration into the cab interior. The windows will measure 18.70" wide x 23.75" high.
0809989	SP Compt, 16.50 W x 16 LS/28 RS H x 15 D, Ea Side, Dbl Pan, DEF,RS 2.5" Blw,70" Enf	STORAGE COMPARTMENTS Provided on each side of the cab, to the rear of the crew cab access doors, will be a storage compartment. The left side compartment will be 16.50" wide x 16.00" high x 15.00" deep and located above the DEF fill door. The right side compartment will be 16.50" wide x 28.00" high x 15.00" deep. The compartment will extend 2.50" below the cab. The exterior of the compartment that extends below the cab will be painted to match cab exterior. There will be two (2) reverse hinged double pan doors painted to match the cab exterior with a non-locking D-Ring latch, one (1) on each side of the cab. A cable for each exterior door will be used as a doorstop. The compartment interior will be painted to match the cab interior. Compartment Lights There will be two (2) white LED strip lights provided, one (1) each hinged side of compartment door openings. Any lighting will be controlled by an automatic door switch.
0722796	Dash, Poly, Saber FR/Enforcer	CAB DASH The driver side dash, switch panel located to the right of the driver, and center console will be an easily removable high impact resistant polymer cover. The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster. The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior.
0607217	Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	MOUNTING PLATE ON ENGINE TUNNEL Equipment installation provisions will be installed on the engine tunnel. A 0.188" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel .50" to allow for wire routing below the plate. The mounting surface will be painted to match the cab interior.
0750824	Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	CAB INTERIOR The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service. The engine tunnel will be padded and covered, on the top and sides, with dark silver gray 36 ounce leather grain vinyl resistant to oil, grease, and mildew. For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum. The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling. The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs. All wiring will be placed in metal raceways. CAB INTERIOR UPHOLSTERY The cab interior upholstery will be 36 oz dark silver gray vinyl.
0753903	Cab Interior, Paint Color, Saber FR/Enforcer	CAB INTERIOR PAINT The cab interior metal surfaces, excluding the rear heater panels, will be painted red, vinyl texture paint. The rear heater panels will be painted black, vinyl textured paint.
0052100	Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	CAB FLOOR The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler. The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

0817805		HVAC, Heavy-Duty, Enforcer, Paccar, CARE	DEFROST/AIR CONDITIONING SYSTEM A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area. Cab Defroster A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following: One (1) adjustable will be directed towards the left side cab window One (1) adjustable will be directed towards the right side cab window Six (6) fixed outlets will be directed at the windshield The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements. Cab/Crew Auxiliary Heater There will be one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in each outboard rear facing seat riser with a dual scroll blower. An aluminum plenum incorporated into the cab structure to be used to transfer heat to the forward positions. Air Conditioning A 13.10 cubic inch compressor will be installed on the engine. A roof-mounted condenser with a 78,000 BTU output at 2,400 SCFM that meets and exceeds the performance specification will be installed on the cab roof. Mounting the condenser below the cab or body would reduce the performance of the system and will not be acceptable. The condenser cover to be painted to match the cab roof. The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours. The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The rear plenum will be covered with a formed plastic cover. The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications. Adjustable air outlets will be strategically located on the forward plenum cover per the following: Four (4) will be directed towards the seating position on the left side of the cab Four (4) will be directed towards the seating position on the right side of the cab Adjustable air outlets will be strategically located on the rear plenum cover per the following: Minimum of five (5) will be directed towards crew cab area A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be hinged with two (2) thumb latches. The air conditioner refrigerant will be R-134A and will be installed by a certified technician. Climate Control An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control. The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature. The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position. The system controller will be located within panel position #12. Gravity Drain Tubes Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.
0541913	SP	Interlock, Open Cab Doors Deactivate 120v A/C Only	AIR CONDITIONING INTERLOCK The interlock will deactivate the 120 volt auxiliary air conditioning once any cab or crew cab door is opened.
0731043	SP	A/C Unit, Danhard, 120 Volt AC, 13500 BTU, Location, Painted Cvr,Compr C/C Roof	AUXILIARY AIR CONDITIONER A Danhard, Inc, Model 70-2030, 120 volt AC air conditioning system will be provided in the crew cab. The air conditioning evaporator will be rated at 13,500 BTU. The system will be powered by the shoreline only. The evaporator and control unit will be located within an enclosure inside the crew cab on the ceiling above the forward facing center position. The condenser and compressor shall be located on the crew cab roof and enclosed with an aluminum painted cover.
0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	SUN VISORS Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab. There will be no retention bracket provided to help secure each sun visor in the stowed position.
0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	GRAB HANDLES A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles will be securely mounted to the post area between the door and windshield.

0583938	Lights, Engine Compt, Custom, Auto Sw, W/in 3SC0CDCR, 3" LED, Trim	ENGINE COMPARTMENT LIGHTS There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination. These light(s) will be activated automatically when the cab is raised.
0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	ACCESS TO ENGINE DIPSTICKS For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface. The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling. The door will have a rubber seal for thermal and acoustic insulation. One (1) flush lift and turn latch will be provided on the access door.
0583042	Side Roll and Frontal Impact Protection	CAB SAFETY SYSTEM The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following: A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event. A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions. A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system. A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt. A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt. Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall. Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event. Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event. Frontal Impact Protection The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected. The SRS system will deploy the following components in the event of a frontal or oblique impact event: Driver side front air bag Passenger side knee bolster air bag Air curtains mounted in the outboard bolster of outboard seat backs Suspension seats will be retracted to the lowest travel position Seat belts will be pre-tensioned to firmly hold the occupant in place Side Roll Protection The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints. The SRS system will deploy the following components in the event of a side roll: Air curtains mounted in the outboard bolster of outboard seat backs Suspension seats will be retracted to the lowest travel position Seat belts will be pre-tensioned to firmly hold the occupant in place
0622619	Seating Capacity, 4 Belted Seats	SEATING CAPACITY The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be four (4).

0636955	Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf	DRIVER SEAT A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control). The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position. The seat will be furnished with a 3-point, shoulder type seat belt.
0621633	Seat, Officer, Pierce PSV, Air Ride, SCBA, Safety, Slides, PRIMARY, SFR/Enf	OFFICER SEAT A seat will be provided in the cab for the passenger. The seat will be a cam action type, with air suspension. For increased convenience, the seat will be provided with 4.00" double locking fore/aft slide adjustment. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control). The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location. The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A suspension seat safety system will be included. When activated, this system will pretension the seat belt and then retract the seat to its lowest travel position. The seat will be furnished with a 3-point, shoulder type seat belt.
0002517	Not Required, Radio Compartment	
0635973	Seat, Rr Fcng C/C, LS Otbrd, Pierce PSV, SCBA, Safety, PRIMARY, SFR/Enf	REAR FACING DRIVER SIDE OUTBOARD SEAT There will be one (1) rear facing seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control). The seat back will be an SCBA back style with 95 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location. The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A seat safety system will be included. When activated, this system will pretension the seat belt. The seat will be furnished with a 3-point, shoulder type seat belt.
0102783	Not Required, Seat, Rr Facing C/C, Center	
0635969	Seat, Rr Fcng C/C, RS Otbrd, Pierce PSV, SCBA, Safety, PRIMARY, SFR/Enf	REAR FACING PASSENGER SIDE OUTBOARD SEAT There will be one (1) rear facing seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control). The seat back will be an SCBA back style with 95 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location. The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A seat safety system will be included. When activated, this system will pretension the seat belt. The seat will be furnished with a 3-point, shoulder type seat belt.
0108189	Not Required, Seat, Forward Facing C/C, LS Outboard	

0825372	Cabinet, Forward Facing, Center, 38.50 W x 40 H x 28 D, Web, SFR/Enf	FORWARD FACING CENTER CABINET A forward facing cabinet will be provided in the crew cab at the center position. The cabinet will be 38.50" wide x 40.00" high x 28.00" deep. The interior door will be web netting. The netting will be made with 2.00" wide nylon material with 2.00" openings permanently fastened on the bottom with seat belt buckle fasteners on the top to secure it. A bar to be provided connecting the fasteners for a single release. The clear door opening will be 36.00" wide x 37.00" high. The cabinet will include one (1) infinitely adjustable shelf with a 0.75" up-turned lippainted to match the cab interior. The cabinet will include no louvers. The cabinet will be constructed of smooth aluminum, and painted to match the cab interior. Cabinet Light There will be one (1) white LED strip light installed horizontally above the interior cabinet door opening. The lighting will be controlled by a rocker switch on the front of the cabinet.
0108190	Not Required, Seat, Forward Facing C/C, RS Outboard	
0766467	Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	SEAT UPHOLSTERY All seat upholstery will be leather grain 36 oz dark silver gray vinyl resistant to oil, grease and mildew. The cab will have four (4) seating positions.
0543991	Bracket, Air Bottle, Hands-Free II, Cab Seats	AIR BOTTLE HOLDERS All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G. There will be a quantity of three (3) SCBA brackets.
0603866	Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	SEAT BELTS All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of applicable NFPA and CAN/ULC - S515 standards. The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position. The 3-point shoulder type belts will also include the ReadyReach® D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location. Any flip up seats will include a 3-point shoulder type belts only. To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.
0817557	Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	HELMET STORAGE PROVIDED BY FIRE DEPARTMENT NFPA 1900, 2024 edition, section 11.1.8.4.1 and CAN/ULC S515:2024 edition, section 5.2, requires a location for helmet storage be provided. There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.
0647647	Lights, Dome, FRP Dual LED 4 Lts	CAB DOME LIGHTS There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab. The color of the LED's will be red and white. The white LED's will be controlled by the door switches and the lens switch. The color LED's will be controlled by the lens switch. In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.
0896451	Enhanced Software for Cab and Crew Cab Dome Lts	ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS The cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors are closed. The dome lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.
0816997	Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	PORTABLE HAND LIGHTS PROVIDED BY FIRE DEPARTMENT The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.
0603606	Cab Instruments, Ivory Gauges, Chrome Bezels, Enf MUX	CAB INSTRUMENTATION The cab instrument panel will include gauges, an LCD display, telltale indicator lamps, control

switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

Gauges

The gauge panel will include the following ten (10) ivory faced gauges with chrome bezels to monitor vehicle performance:

Voltmeter gauge (volts):

Low volts (11.8 VDC)

Amber caution indicator on the information center with intermittent alarm

Amber caution light on gauge assembly

High volts (15.5 VDC)

Amber caution indicator on the information center with intermittent alarm

Amber caution light on gauge assembly

Very low volts (11.3 VDC)

Red warning indicator on the information center with a steady alarm

Amber caution light on gauge assembly

Very high volts (16.0 VDC)

Red warning indicator on the information center with a steady alarm

Amber caution light on gauge assembly

Engine Tachometer (RPM)

Speedometer MPH (Major Scale), KM/H (Minor Scale)

Fuel level gauge (Empty - Full in fractions):

Low fuel (1/8 full)

Amber caution indicator on the information center with intermittent alarm

Amber caution light on gauge assembly

Very low fuel (1/32 full)

Red caution indicator on the information center with steady alarm

Amber caution light on gauge assembly

Engine Oil pressure Gauge (PSI):

Low oil pressure to activate engine warning lights and alarms

Red caution indicator on the information center with steady alarm

Amber caution light on gauge assembly

Front Air Pressure Gauges (PSI):

Low air pressure to activate warning lights and alarm

Red warning indicator on the information center with a steady alarm

Amber caution light on gauge assembly

Rear Air Pressure Gauges (PSI):

Low air pressure to activate warning lights and alarm

Red warning indicator on the information center with a steady alarm

Amber caution light on gauge assembly

Transmission Oil Temperature Gauge (Fahrenheit):

High transmission oil temperature activates warning lights and alarm

Amber caution indicator on the information center with intermittent alarm

Amber caution light on gauge assembly

Engine Coolant Temperature Gauge (Fahrenheit):

High engine temperature activates an engine warning light and alarms

Amber caution indicator on the information center with intermittent alarm

Amber caution light on gauge assembly

Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):

Low fluid (1/8 full)

Amber indicator light in gauge dial

All gauges will perform prove out at initial power-up to ensure proper performance.

Indicator Lamps

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

Low coolant

Trac cntl (traction control) (where applicable)

Check engine

Check trans (check transmission)

Aux brake overheat (Auxiliary brake overheat)

Air rest (air restriction)

Caution (triangle symbol)

Water in fuel

DPF (engine diesel particulate filter regeneration)

Trailer ABS (where applicable)

Wait to start (where applicable)

HET (engine high exhaust temperature) (where applicable)

ABS (antilock brake system)

MIL (engine emissions system malfunction indicator lamp) (where applicable)

Side roll fault (where applicable)

Front air bag fault (where applicable)

The following red telltale lamps will be present:

Warning (stop sign symbol)

Seat belt

Parking brake

Stop engine

Rack down

The following green telltale lamps will be provided:

Left turn

Right turn

Battery on

The following blue telltale lamp will be provided:

High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

Indicator Lamp and Alarm Prove-Out

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and air conditioning control panel.

Windshield wiper control will include low, high and intermittent modes.

Turn signal arm: A self-canceling turn signal with high beam headlight will be provided.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by a single Emergency Master switch which controls all emergency warning lights including lightbars, cab warning lights, body warning lights and high beam flash if applicable.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

Diagnostic Panel

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

Engine diagnostic port

Transmission diagnostic port

ABS diagnostic port

Roll sensor diagnostic port

Command Zone USB diagnostic port

ABS diagnostic switch (blink codes flashed on ABS telltale indicator)

Diesel particulate filter regeneration switch (where applicable)

Diesel particulate filter regeneration inhibit switch (where applicable)

Cab LCD Display

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient

		temperature. The upper right section will display the following, along with other configuration specific information: Odometer Trip mileage PTO hours Fuel consumption Engine hours The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.
0509511	Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	AIR RESTRICTION INDICATOR A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.
0673123	Light, Do Not Move Apparatus, Wln 3SR00FRR LED	"DO NOT MOVE APPARATUS" INDICATOR A Whelen Model 3SR00FRR flashing red LED indicator light with a Whelen, Model 3FLANGEC chrome surface mount flange located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On". The same circuit that activates the Do Not Move Apparatus indicator will not activate any alarm when the parking brake is released.
0509042	Messages, Open Dr/DNMT, Color Dsply,	DO NOT MOVE TRUCK MESSAGES Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged). The following messages will be displayed (where applicable): Do Not Move Truck DS Cab Door Open (Driver Side Cab Door Open) PS Cab Door Open (Passenger's Side Cab Door Open) DS Crew Cab Door Open (Driver Side Crew Cab Door Open) PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open) DS Body Door Open (Driver Side Body Door Open) PS Body Door Open (Passenger's Side Body Door Open) Rear Body Door Open DS Ladder Rack Down (Driver Side Ladder Rack Down) PS Ladder Rack Down (Passenger Side Ladder Rack Down) Deck Gun Not Stowed Lt Tower Not Stowed (Light Tower Not Stowed) Fold Tank Not Stowed (Fold-A-Tank Not Stowed) Aerial Not Stowed (Aerial Device Not Stowed) Stabilizer Not Stowed Steps Not Stowed Handrail Not Stowed Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.
0611683	Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	SWITCH PANELS The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain eight (8) membrane-type switches each rated for one million (1,000,000) cycles. Panels containing less than eight (8) switch assignments will include non-functioning black appliques. The built-in switch panels will be located in the lower console or overhead console of the cab. Additional switch panel(s) will be located in the overhead position(s) above the windshield or in designated locations on the lower instrument panel layout. The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. An active illuminated switch will flash when interlock requirements are not met or device is actively being load managed. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.
0802946	Wiper Control, 2-Speed w/Intermittent, Steering Wheel, Left Pod, SFR/Enf	WIPER CONTROL Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls. The control will be located in the left hand pod of the steering wheel.
0731813	Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	HOURLMETER - AERIAL DEVICE The following aerial hour meter messages will be included in the information centers: Aerial Hours, that keeps track of the time the aerial device is in motion. Aerial PTO Hours, that keeps track of the time the aerial master switch is on and the aerial PTO is engaged.

0002615	Switch, Aerial 12V Master	AERIAL MASTER There will be a master switch for the aerial operating electrical system provided.
0002617	PTO switch, w/light - aerial	AERIAL PTO SWITCH A PTO switch for the aerial with indicator light will be provided.
0820894	Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900/ULC	SPARE CIRCUIT There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery power. The negative wire will be connected to ground. Wires will be protected to 15 amps at 12 volts DC. Power and ground will terminate officer side dash area. Termination will be with heat shrinkable butt splicing. Wires will be sized to 125 percent of the protection. Battery direct loads cannot be Load Managed.
0820897	Wiring, Spare, 15 A 12V DC, Batt Dir, 2nd NFPA1900/ULC	SPARE CIRCUIT There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery power The negative wire will be connected to ground Wires will be protected to 15 amps at 12 volts DC Power and ground will terminate officer side dash area Termination will be with heat shrinkable butt splicing Wires will be sized to 125 percent of the protection Battery direct loads cannot be Load Managed
0820898	Wiring, Spare, 15 A 12V DC, Batt Dir, 3rd NFPA1900/ULC	SPARE CIRCUIT There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery power The negative wire will be connected to ground Wires will be protected to 15 amps at 12 volts DC Power and ground will terminate officer side dash area Termination will be with heat shrinkable butt splicing Wires will be sized to 125 percent of the protection Battery direct loads cannot be Load Managed
0819994	Radio, Jensen, AM/FM/WB, Bluetooth	STEREO RADIO There will be one heavy duty AM/FM / Weatherband / Bluetooth stereo radio. The radio will be installed per switch panel layout. There will be 5.25" speakers installed one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab. The antenna will be a roof-mounted rubber antenna located on the left side of the cab. The following Jensen features will be included: 180 watts max power (45W x 4); 100 watts RMS (25W x 4) Bluetooth® streaming audio (A2DP/AVRCP) Weatherband AM/FM tuner with 30 presets Audio settings (volume/bass/treble/balance/fade) Toggle switch between day and night display Daylight-readable, segmented LCD Two-wire power with non-volatile memory and clock support Low battery alert
0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	INFORMATION CENTER An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing. The information center will have the following specifications: Operate in temperatures from -40 to 158 degrees Fahrenheit LCD optically bonded to hardened AR glass lens Five weather resistant user interface switches Grey with black accents Sunlight Readable Linux operating system Minimum of 1000nits rated display Display can be changed to an available foreign language A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area. Programmed to read US Customary General Screen Design Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used. If a caution or warning situation arises the following will occur: An amber background/text color will indicate a caution condition A red background/text color will indicate a warning condition The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to

sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.

A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

Home/Transit Screen

This screen will display the following:

Vehicle Mitigation (if equipped)

Water Level (if the water level system includes compatible communications to the information center)

Foam Level (if the foam level system includes compatible communications to the information center)

Seat Belt Monitoring Screen

Tire Pressure Monitoring (if equipped)

Digital Speedometer

Active Alarms

On Scene Screen

This screen will display the following and will be auto activated with pump engaged (if equipped):

Battery Voltage

Fuel

Oil Pressure

Coolant Temperature

RPM

Water Level (if equipped)

Foam Level (if equipped)

Foam Concentration (if equipped)

Water Flow Rate (if equipped)

Water Used (if equipped)

Active Alarms

Virtual Buttons

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

Page Screen

The page screen will display the following and allow the user to progress into other screens for further functionality:

Diagnostics

Faults

Listed by order of occurrence

Allows to sort by system

Interlock

Throttle Interlocks

Pump Interlocks (if equipped)

Aerial Interlocks (if equipped)

PTO Interlocks (if equipped)

Load Manager

A list of items to be load managed will be provided. The list will provide a description of the load. The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.

The screen will indicate if a load has been shed (disabled) or not shed.

"At a glance" color features are utilized on this screen.

Systems

Command Zone

Module type and ID number

Module Version

Input or output number

Circuit number connected to that input or output

Status of the input or output

Power and Constant Current module diagnostic information

Foam (if equipped)

Pressure Controller (if equipped)

Generator Frequency (if equipped)

Live Data

General Truck Data

Maintenance

Engine oil and filter

Transmission oil and filter

Pump oil (if equipped)

Foam (if equipped)

Aerial (if equipped)

Setup

Clock Setup

Date & Time

12 or 24 hour format

Set time and date

Backlight

Daytime

Night time

Sensitivity

Unit Selection

Home Screen

Virtual Button Setup

On Scene Screen Setup

Configure Video Mode

Set Video Contrast

Set Video Color

Set Video Tint

		Do Not Move The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated Driver Side Cab Door Passenger's Side Cab Door Driver Side Crew Cab Door Passenger's Side Crew Cab Door Driver Side Body Doors Passenger's Side Body Doors Rear Body Door(s) Ladder Rack (if applicable) Deck Gun (if applicable) Light Tower (if applicable) Hatch Door (if applicable) Stabilizers (if applicable) Steps (if applicable) Notifications View Active Alarms Shows a list of all active alarms including date and time of the occurrence is shown with each alarm Silence Alarms - All alarms are silenced Timer Screen HVAC (if equipped) Tire Information (if equipped) Ascendant Set Up Confirmation (if equipped) Button functions and button labels may change with each screen.
0816633	Collision Mitigation, HAAS Alert (R2V), HA7	COLLISION MITIGATION There will be a HAAS Alert®, Model HA7 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA7 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degrees Celsius to 85 degrees Celsius. The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground. While responding with emergency lights on, the HA7 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app. While on scene with emergency lights on, the HA7 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app. The HA7 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription. Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.
0606249	Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	VEHICLE DATA RECORDER There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided. The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line. The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs: Vehicle Speed - MPH Acceleration - MPH/sec Deceleration - MPH/sec Engine Speed - RPM Engine Throttle Position - % of Full Throttle ABS Event - On/Off Seat Occupied Status - Yes/No by Position Seat Belt Buckled Status - Yes/No by Position Master Optical Warning Device Switch - On/Off Internal clock syncs the time and date when a laptop is connected Seat Belt Monitoring System A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display and in the center overhead of the cab instrument panel. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following: Seat Occupied & Buckled = Green LED indicator illuminated Seat Occupied & Unbuckled = Red LED indicator with audible alarm No Occupant & Buckled = Red LED indicator with audible alarm No Occupant & Unbuckled = No indicator and no alarm The seat belt monitoring screen will become active on the Command Zone color display when: The home screen is active: and there is any occupant seated but not buckled or any belt buckled with an occupant. and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated. The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	RADIO ANTENNA MOUNT There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed on the right side on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the instrument panel area. A weatherproof cap will be installed on the mount.
0817058	Camera, Pierce, LS Mux, R Camera, SD, CL714	VEHICLE CAMERA SYSTEM There will be a color vehicle camera system provided with the following: One (1) Standard Definition (SD) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse. The camera images will be displayed on the left side vehicle information center display. Audio from the microphone on the rear camera will be not provided. The following components will be included: One (1) SV-CW134639CAI Camera All necessary cables
0814831	Not Required, Camera Switcher	Camera Switcher A camera switcher is not required.
0890416	Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT	ELECTRICAL POWER CONTROL SYSTEM The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible. Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership. Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA. Solid-State Control System A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules, electronic control modules to include black housings, a power indicator and status indicator located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices. The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership. For increased reliability and simplified use the control system modules will include the following attributes: Green LED indicator light for module power Red LED indicator light for network communication stability status Control system self test at activation and continually throughout vehicle operation No moving parts due to transistor logic Software logic control for NFPA mandated safety interlocks and indicators Integrated electrical system load management without additional components Integrated electrical load sequencing system without additional components Customized control software to the vehicle's configuration Factory and field programmable to accommodate changes to the vehicle's operating parameters To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications: Module circuit board will meet SAE J771 specifications Operating temperature from -40 degrees Celsius to +70 degrees Celsius Storage temperature from -40 degrees Celsius to +70 degrees Celsius Vibration to 50g IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter) Operating voltage from eight (8) volts to 32 volts DC The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical. Circuit Protection and Control Diagram Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information. On-Board Electrical System Diagnostics The on-board information center will include the following diagnostic information: Text description of active warning or caution alarms Simplified warning indicators Amber caution indication with intermittent alarm Red warning indication with steady tone alarm Advanced diagnostic feature will be provided in this control system. From the Command Zone display or connected wireless device, these features allow the user to monitor the real-time status of every input or output on the vehicle. It also allows users logged in as an administrator to force on inputs or outputs to assist the troubleshooting process. TCU Module with WiFi

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will communicate through a black WiFi antenna allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The TCU capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data TCU will provide up to 2 Gigabytes of data storage.

The TCU will provide a means to download the TCU information and update software in the device.

Indicator Light and Alarm Prove-Out System

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

Voltage Monitor System

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

Dedicated Radio Equipment Connection Points

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment. The studs will consist of the following:

12-volt 40-amp battery switched power

12-volt 60-amp ignition switched power

12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

EMI/RFI Protection

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

0896456

Prognostics, Electrical System

ELECTRICAL SYSTEM PROGNOSTICS

There will be a software based vehicle tool provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone™ information center and/or wireless enabled devices to proactively alert of upcoming service intervals.

Prognostics will include the following:

Engine oil and filter

Transmission oil and filter

0624253	Electrical System, Enforcer MUX	ELECTRICAL All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment will be installed utilizing the following guidelines: All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug). All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal. All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments. An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order. The results of the tests will be recorded and provided to the purchaser at time of delivery.
0079166	Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	BATTERY SYSTEM There will be four (4) 12 volt Stryten/Exide®, Model 31S950X5W, batteries that include the following features will be provided: 950 CCA, cold cranking amps 190 amp reserve capacity - High cycle - Group 31 - Rating of 3800 CCA at 0 degrees Fahrenheit 760 minutes of reserve capacity - Threaded stainless steel studs Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity. The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.
0008621	Battery System, Single Start, All Custom Chassis	BATTERY SYSTEM There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel. MASTER BATTERY SWITCH There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system. An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.
0002698	Battery Compartment, Saber/Enforcer	BATTERY COMPARTMENTS Batteries will be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab and bolted directly to the chassis frame. The battery boxes will have reinforced sides. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel. Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound. Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound. JUMPER STUDS One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.
0813848	Charger, Sngl Sys, IOTA, DLS-75, 75 amp, IQ4 Controller	BATTERY CHARGER There will be an IOTA, Model DLS 75, 75 amp battery charger with IQ4 controller provided. The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger.
0814869	Location, Cab, Charger, Behind Driver Seat	The battery charger will be located in the cab behind the driver seat.

0813791	Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir	REMOTE CONTROL PANEL - BATTERY CHARGER There will be a Kussmaul™, Model 091-94-12 universal display panel included. It will be wired directly to the chassis batteries.
0814939	Location, Cab, Ind/Remote, Driver's Seat Riser	The battery charger indicator will be located on the driver's seat riser.
0016857	Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	AUTO EJECT FOR SHORELINE There will be two (2) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus. The shoreline inlet(s) will include red weatherproof flip up cover(s). There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting. The shoreline(s) will be connected to the battery charger. There will be a mating connector body supplied with the loose equipment. There will be a label installed near the inlet(s) that state the following: Line Voltage Current Rating (amps) Phase Frequency
0026800	Shoreline Location	The shoreline receptacle will be located on the driver side of cab, above wheel.
0647728	Alternator, 430 amp, Delco Remy 55SI	ALTERNATOR A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

0092582	Load Manager/Sequencer, MUX	ELECTRONIC LOAD MANAGER An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system. For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed. The system will include the following features: System voltage monitoring. A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off. Sixteen available electronic load shedding levels. Priority levels can be set for individual outputs. High Idle to activate before any electric loads are shed and deactivate with the service brake. If enabled: "Load Man Hi-Idle On" will display on the information center. Hi-Idle will not activate until 30 seconds after engine start up. Individual switch "on" indicator to flash when the particular load has been shed. The information center indicates system voltage. The information center, where applicable, includes a "Load Manager" screen indicating the following: Load managed items list, with priority levels and item condition. Individual load managed item condition: ON = not shed SHED = shed SEQUENCER A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator. For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed. Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation. When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order. Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals: Cab Heater and Air Conditioning Crew Cab Heater (if applicable) Crew Cab Air Conditioning (if applicable) Exhaust Fans (if applicable) Third Evaporator (if applicable)
0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	HEADLIGHTS There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights mounted in the front quad style, chrome housing on each side of the cab grille: the outside light on each side will contain a part number 055***1 low beam module the inside light on each side will contain a part number 055***1 high beam module the headlights to include chrome bezels The low beam lights will be activated when the headlight switch is on. The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.
0625953	Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf/Sab	DIRECTIONAL LIGHTS There will be two (2) Whelen 600 series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights. The color of the lenses will be clear.
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	INTERMEDIATE LIGHT There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.
0735474	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	CAB CLEARANCE/MARKER/ID LIGHTS There will be seven (7) amber LED lights provided per the following: Three (3) amber LED identification lights will be installed in the center of the cab above the windshield. Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield as close to the outside of the apparatus as practical. Two (2) amber LED clearance lights will be installed, one (1) on each side of the cab as high and far forward as practical. The lights will be installed without guards.

0647929	Lights, Directional/Marker, Cab Front Side, Truck-Lite 19036YLED,AXT/EnfMUX/DCF	FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS There will be two (2) Truck-Lite®, Model 19036Y, amber LED lights installed to the outside of the chrome wrap around bezel, one (1) on each side of the cab. The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.
0511569	Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts	REAR CLEARANCE/MARKER/ID LIGHTING There will be three (3) LED identification lights located at the rear installed per the following: As close as practical to the vertical centerline Centers spaced not less than 6.00" or more than 12.00" apart Red in color All at the same height There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following: To indicate the overall width of the vehicle One (1) each side of the vertical centerline As near the top as practical Red in color To be visible from the rear All at the same height There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following: To indicate the overall length of the vehicle One (1) each side of the vertical centerline As near the top as practical Red in color To be visible from the side All at the same height The lights will be mounted with no guard. There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground. There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground. Per FMVSS 108 and CMVSS 108 requirements.
0602938	Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	MARKER LIGHTS There will be one (1) pair of amber and red LED marker lights with rubber arm, located at the rear most lower corner of the body. The amber lens will face the front and the red lens will face the rear of the truck. These lights will be activated with the running lights of the vehicle.
0804514	Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	REAR FMVSS LIGHTING The rear stop/tail and directional lighting included in the rear tail light housing will include the following: Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern. The lens color(s) to be clear.
0806466	Lights, Backup, WIn M62BU, LED, For Tail Lt Housing	There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	LICENSE PLATE BRACKET One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus. One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.
0556842	Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	LIGHTING BEZEL There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.
0081564	Alarm, Back-Up Warning, ECCO 505, 87db Constant	BACK-UP ALARM An ECCO, Model 505, solid state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute at a constant 87db.

0769569	Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr	CAB PERIMETER SCENE LIGHTS There will be four (4) Amdor, Model AY-LB-12HW012, 190 lumens each, 12.00" white LED strip lights provided. One (1) under the driver's side cab access step. One (1) under the passenger's side cab access step. One (1) under the passenger's side crew cab access step. One (1) under the driver's side crew cab access step. The lights will be activated when the battery switch is on and the respective door is open and whenever control has been selected for the body perimeter lights.
0769553	Lights, Perimeter Pump House, Amdor AY-LB-12HW012 LED 1lt	PUMP HOUSE PERIMETER LIGHTS There will be one (1) Amdor, Model AY-LB-12HW012, 190 lumens each, 12.00" LED weatherproof strip lights with brackets provided under the passenger's side pump panel running boards. The light will be activated when the battery switch is on, and controlled by the same means as the body perimeter lights.
0768765	Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Turntable Access	BODY PERIMETER SCENE LIGHTS There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, with white LED's, 12 volt lights provided. The lights will be mounted in the following locations: One (1) light under the driver's side turntable access steps One (1) light under the passenger's side turntable access steps The perimeter scene lights will be activated when the battery switch is on and the parking brake is applied.
0896454	Enhanced Software for Perimeter Lts	ENHANCED SOFTWARE FOR PERIMETER LIGHTS All perimeter lights will be deactivated when the parking brake is released unless alternate control is selected. The cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors closed.
0589378	Lights, Step, P25 LED, Aerial With Pump, Ign, Prk Brk Set	STEP LIGHTS There will be two (2) white LED step lights provided, one (1) on each side of the front body. In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. These step lights will be actuated when the ignition switch is on and the parking brake is set. All other steps on the apparatus will be illuminated per the current edition of applicable NFPA standards.
0807372	Lights, FRC, SPA260-Q20, 1st	12 VOLT LIGHTING There will be one (1) Fire Research Model SPA260-Q20, Spectra Max 20,000 lumens 12 volt DC LED surface mount scene light(s) with chrome housings located on the cab, LS of crew cab. The lights will be controlled by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel. The light(s) may be load managed when the parking brake is applied.
0807374	Lights, FRC, SPA260-Q20, 2nd	12 VOLT LIGHTING There will be one (1) Fire Research Model SPA260-Q20, Spectra Max 20,000 lumens 12 volt DC LED surface mount scene light(s) with chrome housings located on the cab, RS of crew cab. The lights will be controlled by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel. The light(s) may be load managed when the parking brake is applied.
0804277	Lights, FRC, SPA***-Q20 2nd	12 VOLT LIGHTING There will be one (1) Fire Research Model SPA***-Q20, 20,000 lumen 12 volt DC LED scene light (s) with fixed top mount(s) located on the body, on body near turntable RS. The painted parts of this light assembly to be black with a chrome bezel. The lights will be controlled by the same control that has been selected for the passenger's side flood light(s). The light(s) may be load managed when the parking brake is applied.
0762486	Lights, FRC, SPA***-Q20 1st	12 VOLT LIGHTING There will be one (1) Fire Research Model SPA***-Q20, 20,000 lumen 12 volt DC LED scene light (s) with fixed top mount(s) located on the body, on body near turntable LS. The painted parts of this light assembly to be black with a chrome bezel. The lights will be controlled scene lights to be controlled by the same control that has been selected for the driver's side flood light(s). The light(s) may be load managed when the parking brake is applied.

0898617	Lights, Hose Bed, Sides, Dual Strips, 45 Ends	HOSE BED LIGHTS There will be two (2) sets of 12 volt DC light strips with white LEDs provided to illuminate the hose bed and under the turntable per the following: One (1) set of lights installed on the left side of the hose bed. One (1) set of lights installed on the right side of the hose bed. There will be a 16 gauge bright stainless steel overhead cover with 45 degreed ends provided over the lights to protect the lights from the hose and the hose from damaging snags. The lights will be activated by a cup switch at the rear of the apparatus no more than 72.00" from the ground.
0645611	Lights, Rear Scene, FRC, SPA900-Q70, Surface Mt, 1st	REAR SCENE LIGHT(S) There will be two (2) Fire Research, Model SPA900-Q70, LED scene light(s) with chrome trim bezels installed at the rear of the apparatus, one each side rear of body. The light(s) will be controlled by a switch at the driver's side switch panel and by a cup switch at the driver's side rear bulkhead. The light(s) may be load managed when the parking brake is set.
0645637	Lights, Rear Scene, Wln, PEL*C LED, 45 Deg Flange	REAR SCENE LIGHT(S) There will be two (2) Whelen, Model PEL*C, 2.25" high x 7.88" wide x 1.63" deep LED scene light (s) with 45 degree chrome housing installed at the rear of the apparatus, one each side rear body. The light(s) will be controlled by a switch at the driver's side switch panel. The light(s) may be load managed when the parking brake is applied.
0709438	Lights, Walk Surf, FRP Flood, LED	WALKING SURFACE LIGHT There will be Model FRP, 4.00" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body. The light(s) will be activated when the body step lights are on.
0793399	Aerial, HD Ladder 107' ASL Tandem, Alum Body	
0554269	Body Skirt Height, 18"	
0601006	Tank, Water, 500 Gallon, Poly, Ascendant Tandem Axle, PAL, Notched	WATER TANK It will have a capacity of 500 gallons and will be constructed of polypropylene plastic in a rectangular shape. The joints and seams will be nitrogen welded inside and out. The tank will be baffled in accordance with the current edition of applicable NFPA standards. The baffles will have vent openings at both the top and bottom of each baffle to permit movement of air and water between compartments. The longitudinal partitions will be constructed of 0.38" polypropylene plastic and extend from the bottom of the tank through the top cover to allow positive welding. The transverse partitions extend from 4.00" off the bottom to the underside of the top cover. All partitions interlock and will be welded to the tank bottom and sides. The tank top will be constructed of 0.50" polypropylene. It will be recessed 0.38" and will be welded to the tank sides and the longitudinal partitions. It will be supported to keep it rigid during fast filling conditions. Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two of the dowels will be drilled and tapped (0.50" diameter, 13.00" deep) to accommodate lifting eyes. A sump will be provided at the bottom of the water tank. The sump will include a drain plug and the tank outlet. Tank will be installed in a fabricated "cradle" assembly constructed of structural steel. Sufficient crossmembers are provided to properly support bottom of tank. Crossmembers are constructed of steel bar channel or rectangular tubing. Tank "floats" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, 0.50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on. Stops are provided to prevent an empty tank from bouncing excessively while moving vehicle. Tank mounting system is approved by the manufacturer.
0003405	Overflow, 4.00" Water Tank, Poly	Fill tower will be constructed of 0.50" polypropylene and will be a minimum of 8.00" wide x 14.00" long. Fill tower will be furnished with a 0.25" thick polypropylene screen and a hinged cover. An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.
0028107	Not Required, Foam Cell Modification	
0003429	Not Required, Direct Tank Fill	

0751577	Hose Bed, Aluminum, Trough Style, 2G Aerial	HOSE BED The hose bed will be fabricated of 0.125" thick 5052-H32 aluminum with a tensile strength of 31,000. The sides of the hose bed will not form any portion of the fender compartments. The hose bed will be located ahead of the ladder turntable between the tank and side body compartments. Hose removal will be at the rear of the body via "chutes" under the turntable on the right side. Each chute will be enclosed with a full height smooth aluminum door. There will be a lift and turn latch and a pneumatic cylinder at the top of the door (if applicable). The hose bed flooring will consist of removable aluminum grating with a top surface that is corrugated to aid in hose aeration. The grating slats will be 0.50" wide x 4.50" long with spacing between the slats for hose ventilation.
0723547	Painted Hose Bed/Cargo Area	The hose bed/cargo area interior will be painted to match the lower body color.
0003492	Hose Bed Capacity, Special Amount, Ascendant, 100AAT, PAP, PAL	Hose capacity will be a minimum of 800' of 5" on the RS and 300' of 3" on the left side.
0591017	Hose Restraint, Hose Bed, Aerial, Front Velcro Strap, Top	AERIAL HOSE BED HOSE RESTRAINT The hose in the hose bed will be restrained by one (1) black nylon Velcro® strap at the top of the hose bed. The strap will be installed to the top of the hose bed side sheets.
0604069	Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy Nylon Web Rear	AERIAL HOSE BED HOSE RESTRAINT The hose in the hose beds will be restrained by black nylon Velcro® straps at the top of the hose bed and 1.00" black nylon web design with a 2.00" box pattern at the rear of the hose beds. The Velcro strap will be installed to the top of the hose bed side sheets. The rear webbing will have 1.00" web straps that loop through footman loops and fasten with spring clip and hook fasteners.
0003512	Running Boards, Ascendant, PAL	RUNNING BOARDS The running boards will be fabricated of 0.125" bright aluminum treadplate and supported by structural steel angle assemblies bolted to the chassis frame rails. Running boards will be 13.00" deep and are spaced away from the body 0.50". A splash guard will be provided to keep road dirt or water from splashing up onto the pump panels. The running boards will have a riser on the body to protect the painted surface from damage by stepping on the running boards. The entire surface of the running boards will be covered with bright aluminum treadplate.
0738002	T/T Steps, Angled, w/Lift Bar Latch, Brushed S/S Step Wells, LS/RS, Ascend TA, PAP	TURNTABLE ACCESS LADDER Access to the turntable from the left side and right side will be provided just behind the compartmentation. Access will consist of a pull-out, swing-down climbing ladder attached to the rear panel. The access ladder will be recessed into the angled corners of the rear body. The 2.25' deep climbing ladder surfaces will be constructed with Traction Tread®. The bottom step will be a flip-down, stirrup step. All steps will have a height not greater than 14.00" from top surface to top surface. The bottom step height will not exceed 24.00" from the ground to the top surface of the step at any time. The stepwell will be lined with brushed stainless steel to act as scuffplates. The steps will be connected to the "Do Not Move Truck" indicator.
0892656	Lights, Step (6), P25 LED, Each Side	STEP LIGHTS There will be three (3) white LED step lights with chrome housing provided for each set of aerial turntable access steps. In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. The step lights will be activated when the parking brake is applied.
0690023	Wall, Rear, Smooth Aluminum	SMOOTH ALUMINUM REAR WALL The rear wall will be smooth aluminum.
0029503	Tow Eyes (2), Painted Lower Job Color, Aerial	TOW EYES Two (2) rear painted tow eyes will be located at the rear of the apparatus and will be mounted directly to the torque box. The inner and outer edges of the tow eyes will be radiused. Each tow eye will be rated for 9000lb and painted to match the lower job color.

0013641	Construction, Compt, Alum, Ascendant Tandem, PAL	COMPARTMENTATION Compartmentation will be fabricated of 0.125" 5052 aluminum. The side compartments are an integral assembly with the rear fenders. Fully enclosed rear wheel housings will be provided to prevent rust pockets and for ease of maintenance. Due to the severe loading requirements of this aerial, a method of compartment body support suitable for the intended load will be provided. The backbone of the support system will be the chassis frame rail, which is the strongest component of the chassis and is designed for sustaining maximum loads. A support system will be used which will incorporate a floating substructure by using Neoprene Elastomer isolators to allow the body to remain rigid while the chassis goes through its natural flex. The isolators will have a broad range of proven viability in vehicular applications, be of a fail safe design, and allow for all necessary movement in three (3) transitional and rotational modes. This will result in a 500 lb equipment rating for each lower compartment of the body. The compartmentation in front of the rear axle will include a 3.00" steel support assemblies which are bolted to the chassis frame rails. A steel framework will be mounted to the body above these support assemblies connected to the support assemblies with isolators. There will be one (1) support assembly mounted to each chassis frame rail. The compartmentation behind the rear axle will include 3.00" steel support assemblies which are bolted to the chassis frame rails and extend underneath to the outside edge of the body. The support assembly will be coated to isolate the dissimilar metals before it is bolted to the body. There will be one (1) support assembly mounted to each chassis frame rail. Compartment flooring will be of the sweep out design with the floor higher than the compartment door lip. The compartment door openings are framed by flanging the edges in 1.75" and bending out again 0.75" to form an angle. Drip protection is provided over all door openings by means of bright aluminum extrusion or formed bright aluminum treadplate. Side compartment tops will be covered with bright aluminum treadplate with a 1.00" rolled over edge on the front, rear and outward side. The covers are fabricated in one (1) piece and have the corners welded. A bright aluminum treadplate cover will be provided on the front wall of each side compartment. All screws and bolts which protrude into a compartment will have acorn nuts at the ends to prevent injury. The body design has been fully tested. Proven engineering and test techniques such as finite element analysis, model analysis, stress coating and strain gauging have been performed with special attention given to fatigue life and structural integrity of the compartment body and substructure. AGGRESSIVE WALKING SURFACE All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards. LOUVERS All body compartments will have a minimum of one (1) set of louvers stamped into a wall to provide the proper airflow inside the compartment and to prevent water from dripping into the compartment. These louvers will be formed into the metal and not added to the compartment as a separate plate.
0063695	Compt, LS F/H F/D, Roll Drs, w/o Chute, Ascendant Tandem, 105', 100 HAL	LEFT SIDE COMPARTMENTATION A full height roll-up door compartment ahead of the rear wheels will be 41.75" wide x 64.00" high x 24.25" deep inside with an clear door opening of 38.75" wide x 56.38" high. One (1) roll-up door compartment above the fender compartments and over the rear axles will be provided. The compartment will be 72.13" wide x 33.25" high x 24.25" deep inside with a clear door opening of 63.75" wide x 25.50" high. A compartment with a single pan polished stainless steel door will be located above the front stabilizer. The door will be hinged on the rear body side with a flush lift and turn latch. The compartment will be approximately 18.00" wide x 23.00" high x 24.25" deep with a door opening of approximately 12.00" wide x 15.75" high.
0893053	SP Compt, LS Turntable,F/H,Roll & Lift Dr,Angled T/T Acc,HB Under TT,Ascend TA,105'	A full height roll-up door compartment behind the rear wheels will be approximately 43.75" wide x 49.25" high x 21.25" deep inside the lower 29.75" and 12.00" deep in the upper portion. The clear door opening will be approximately 40.75" wide x 41.62" high. One (1) compartment below the turntable with a lift-up door will be approximately 39.38" wide x 18.38" high x 12.00" deep inside with a door opening of approximately 35.00" wide x 14.88" high. A trough style hose bed will be provided inboard of the compartments.
0023672	Compt, IPO Stairs, Not Required, LS	
0063733	Compt, RS F/H, Roll Drs, Ascendant Tandem, 105 HDL, 100 HAL	RIGHT SIDE COMPARTMENTATION A full height roll-up door compartment ahead of the rear wheels will be 41.75" wide x 64.00" high x 24.25" deep inside the lower 29.75" and 12.00" deep inside the upper portion with a clear door opening of 38.75" wide x 55.38" high. One (1) roll-up door compartment will be provided above the fender compartments and over the rear axles. The compartment will be 72.13" wide x 33.25" high x 12.00" deep inside with a clear door opening of 63.75" wide x 24.50" high. A compartment with a single pan polished stainless steel door will be located above the front stabilizer. The door will be hinged on the rear body side with a flush lift and turn latch. The compartment will be 18.00" wide x 23.00" high x 12.00" deep with a door opening of 12.00" wide x 15.75" high.
0754394	Compt, RS Turntable,F/H,Roll & Lift,w/Angled Turntable Access,Ascend TA,105',LSL	A full height roll-up door compartment behind the rear wheels will be approximately 43.75" wide x 49.25" high x 21.25" deep inside the lower 29.75" and 12.00" deep in the upper portion. The clear door opening will be approximately 40.75" wide x 41.62" high. One (1) compartment below the turntable with a lift-up door will be approximately 39.38" wide x 18.38" high x 12.00" deep inside with a door opening of approximately 35.00" wide x 14.88" high.

0023673	Compt, IPO Stairs, Not Required, RS	
0787712	Doors, ROM Series IV Rollup, Side Compartments	SIDE COMPARTMENT ROLL UP DOORS There will be seven (7) compartment doors installed on the side compartments. The doors will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by R-O-M Corporation. Every slat will have interlocking end shoes to prevent slat from moving side-to-side and binding the door. Slat will have interlocking joints with a folding locking flange to provide security and prevent penetration by sharp objects. Slat will be double-wall extrusion 1.366" high by .315" thick. Between each slat will be a co-extruded PVC inner seal to prevent metal-to-metal contact and to repel moisture. This inner seal is not visible to detract from appearance of door. Mounting and adjusting the curtain will be done with a clip system that connects the curtain slats to the operator drum allowing for easy tension adjustment without tools. A non-locking liftbar to be provided for each roll-up door. The lift bar will be located at the bottom of the door and have latches on the outer extrusion of the door frame. A ledge will be supplied over the lift bar as additional area to aid in closing the door. Each door will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside. Each roll-up door will have a 4.00" diameter counterbalance operator drum to assist in lifting the door. The header for the roll-up door assembly will not exceed 4.00". A heavy-duty magnetic switch will be used for control of open compartment door warning lights.
0556162	Not Req'd, Compt Blister in Front of Rear Axle	
0759580	Bumper,Rear,5" Trdplt Cover,Angled Corners,w/Angled T/T Steps,Ascend TA,PAP,PAL	REAR BUMPER A 5.00" rear bumper will be furnished. Bumper will be constructed of steel framework and will be covered with polished aluminum treadplate. The bumper will be 4.00" deep x 5.00" high and will be spaced away from the body approximately 1.00". It will extend the full width of the body, approximately 72.50" wide due to specially angled turntable access steps. Each outside corner of the bumper will be angled to match the angle of the angled turntable steps.
0603086	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Ascendant SA	COMPARTMENT LIGHTING There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment (s). Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model 79384, light. Each light will have a number 1076 one filament, two wire bulb. Opening the compartment door will automatically turn the compartment lighting on.
0603420	Shelf Tracks, Painted, Aerial	MOUNTING TRACKS There will be six (6) sets of tracks for mounting shelf(s) in LS1, LS3, LS4, RS1, RS3 and RS4. These tracks will be installed vertically to support the adjustable shelf(s) and will be full height of the compartment. The tracks will be painted to match the compartment interior.
0600289	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	ADJUSTABLE SHELVES There will be five (5) shelves with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum painted nightspots with 2.00" sides. Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track. The shelves will be held in place by .12" thick stamped plated brackets and bolts. The location(s) will be determined at a later date.
0647045	Tray, Floor Mounted, Slide-Out, Full Width/Full Depth, 500lb, 2.00" Sides, 2G	SLIDE-OUT FLOOR MOUNTED TRAY There will be three (3) floor mounted slide-out tray(s) with 2.00" sides provided RS3, RS1, LS1. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of a minimum .13" aluminum. The finish will be painted nightspots. The trays will be designed for maximum compartment width and depth. There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2. To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117. To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request. Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

0725644	Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 24" Wide, 24" Deep	DRAWER ASSEMBLY A slide-out drawer assembly will be installed TBD. The clear dimensions of the first drawer starting at the top will be 4.25" with a face plate that is 5.00" high x 21.00" deep. The clear dimensions of the second drawer will be 6.75" with a face plate that is 7.00" high x 21.00" deep. The clear dimensions of the third drawer will be 6.75" with a face plate that is 7.00" high x 21.00" deep. Each drawer will be the same width and not exceed 24.00". The drawers will have a capacity of 250 pounds. The drawers will be mounted in a cabinet housing constructed of light gray powder coated aluminum with anodized aluminum frames. The housing will be 24.00" deep, and completely enclose the drawer. A full-length aluminum extruded rail will be provided at the top edge of each drawer. This rail will act as the latching mechanism as well as the handle for each drawer. There will be a total of one (1) provided.
0540335	Toolboard, Swing-out, Alum, .188", No Holes	SWING OUT TOOLBOARD A swing out aluminum toolboard will be provided. It will be a minimum of .188" thick without holes in the board. A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard. The board will be mounted on a pivoting device at the front of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 pounds. The board will have positive lock in the stowed and extended position. The board will have a D-ring handle to secure it in the stowed position. The board will be mounted on adjustable tracks from front to back within the compartment. There will be One (1) toolboard(s) provided. The toolboard(s) will be painted nightspots 909017 and installed LS2.
0004016	Rub Rail, Aluminum Extruded, Side of Body	RUB RAIL Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail. Trim will be 2.12" high with 1.38" flanges turned outward for rigidity. The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.
0802978	Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 2G, Two Pair	BODY FENDER CROWNS Polished stainless steel fender crowns will be provided around the rear wheel openings with a dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion. The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion. Rubber welting will be provided between the body and crown. BODY FENDER LINER A aluminum painted to match the lower body color fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.
0519849	Not Required, Hose, Hard Suction	HARD SUCTION HOSE Hard suction hose will not be required.
0893756	Handrails, Side Pump Panels, Per Print, Aerial	HANDRAILS The handrails will be 1.25" diameter knurled aluminum to provide a positive gripping surface. Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces. Drain holes will be provided in the bottom of all vertically mounted handrails. Handrails will be provided to meet current edition of applicable NFPA standards. The handrails will be installed as noted on the sales drawing. There is to be a step provided below the right side running board.
0803546	Compt, Air Bottle, Triple, Fender Corner, 6.50" Diam, Straps, Bolt-In, Tandem Aerial	AIR BOTTLE STORAGE (Triple) A quantity of two (2) air bottle compartments designed to hold (3) air bottles up to 6.50" in diameter x 26.00" deep will be provided on the right side forward of the rear wheels and on the right side rearward of the rear wheels. A triangular shaped brushed stainless steel door with a Southco raised trigger C2 chrome lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal. Inside the compartment, black Dura-Surf friction reducing material will be provided. AIR BOTTLE COMPARTMENT STRAP Straps will be provided in the air bottle compartment(s) to help contain the air bottles. The straps will wrap around the neck of each bottle and attach to the wall of the compartment.
0004218	Ladder, 35' Duo-Safety 1200A 2-Sect	EXTENSION LADDER There will be one (1) 35' two (2) section aluminum Duo-Safety Series 1200-A extension ladder(s) provided.

0064226	Ladder, 24', Duo-Safety 900A 2-Section	ADDED EXTENSION LADDER There will be one (1) 24', two (2) section, aluminum, Duo-Safety Series 900A extension ladder provided.
0004222	Ladder, 24' Duo-Safety 900A 2-Section	AERIAL EXTENSION LADDER There will be one (1) 24' two (2) section aluminum Series 900-A extension ladder(s) provided and located in the aerial torque box.
0595251	Ladder, 16' Duo-Safety 875-DR Roof, Hooks Both Ends	ROOF LADDER There will be one (1) 16' aluminum, Duo-Safety, Series 875-DR roof ladder(s) provided. The ladder(s) will have hooks on both ends.
0645444	Ladder, 12' Duo-Safety 775-DR Roof	ADDED ROOF LADDER There will be one (1) 12' aluminum roof ladder, Series 775-DR provided.
0004233	Ladder, 14' Duo-Safety Fresno 701	AERIAL ATTIC EXTENSION LADDER There will be one (1) 14' Fresno aluminum Duo-Safety Series 701 attic extension ladder(s) provided.
0004246	Ladder, 10' Duo-Safety Folding, 585A	AERIAL FOLDING LADDER There will be one (1) 10' aluminum Duo-Safety Series 585-A folding ladder(s) provided and located in the aerial torque box.
0042207	Ladders Stored in Torque Box, Gortite Roll, Ascendant TA, PAL, PAP	GROUND LADDER STORAGE The ground ladders are stored within the torque box and are removable from the rear. Ladders will be enclosed to prevent road dirt and debris from fouling or damaging the ladders. The ladders rest in full length stainless steel slides and are arranged in such a manner that any one ladder can be removed without having to move or remove any other ladder. A Gortite rollup door will be provided at the rear, double faced, aluminum construction, and an anodized satin finish. A polished stainless steel lift bar to be provided for the rear roll-up door. The latching mechanism will consist of a full length lift bar lock with latches on the outer extrusion of the door frame. A stainless plate with a 2-bend flange and a stainless steel hinge will be provided to secure the aerial ladder complement. The plate assembly will be mounted to the bottom of the entrance of the torque box ladder storage area. When the plate is vertical, it will secure the ladders and prevent them from migrating to the rear of the apparatus. When the plate is down and not securing the ladders, the rollup door can not close, which will activate the "Open Door Indicator Light" within the cab. The rollup door together with hinge friction will secure the plate in place during driving operations. A door guard will be provided to prevent tools inside the torque box from damaging the rollup door.
0774862	Lights, Torque Box Ladder Storage, Amdor AY-9250-022, red 2 Lts, LED	LADDER STORAGE LIGHTING There will be two (2) Amdor part number AY-9250-22, 12 volt DC strip lights with red LEDs used to illuminate the torque box ladder storage compartment, one (1) each side. The lights will be activated when the battery switch is on and the ladder storage compartment door is opened.
0812235	Ladder, Little Giant, Revolution 2.0 - Model 17, 13117	ADDITIONAL FOLDING LADDER One (1) Revolution 2.0 Model 13117 Little Giant folding ladder will be provided. The stored dimensions will be 55.50" high x 23.75" wide x 9.25" deep. The weight will be 32 lbs. The ladder will be located in torque box, extended.
0769312	Pike Pole, 12' Fire Hooks Unlimited, NY Roof Hook, Fiberglass, RH-12, Ram Knob	12' PIKE POLES There will be one (1) Fire Hooks Unlimited Model RH-12' New York Roof Hook with a fiberglass shaft and ram knob end provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.
0633473	Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Ram Knob End,RH-8	8' PIKE POLE There will be one (1) Fire Hooks Unlimited, New York Hook , 8' long roof hook with steel shaft and ram knob end provided.
0552649	Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	6' PIKE POLE There will be two (2) Fire Hooks Unlimited NY roof hook RH-6, 6' pike pole(s) with steel handles and pry end provided One each side back of cab.
0548410	Not Required, Pole, Pike, 3'	

0789730	Trash Hook, 6' Fire Hooks Unlimited, TRH-6, w/D Handle (Turn 90 Deg)	ADDITIONAL PIKE POLE(S) There will be one (1) 6' long trash hook(s), Fire Hooks Unlimited TRH-6, with fiberglass shaft and "D" handle provided. The D-handle will be turned 90 degrees from standard.
0763775	Pike Pole Tubes, in Torque Box/Ladder Storage, ABS, w/ Notch and Pin	PIKE POLE STORAGE IN TORQUE BOX/LADDER STORAGE There will be ABS tubing provided in the torque box/ladder storage area for a total of four (4) pike poles. If the head of a pike pole can come into contact with a painted surface, a stainless steel scuffplate will be provided. The tube will have a 1.25" wide x 4.50" long notch and pin on one end so that the pike pole can easily be removed.
0770578	Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	PIKE POLE STORAGE IN TORQUE BOX/LADDER STORAGE There will be ABS tubing provided in the torque box/ladder storage area for a total of six (6) pike poles. If the head of a pike pole can come into contact with a painted surface, a stainless steel scuffplate will be provided.
0518487	Mounting Only, Pike Poles Fire Hooks Unlimited, Hooks Nest 4	A total of two (2) set(s) of Fire Hooks Unlimited, model Hooks Nest 4 mounting brackets will be provided for the mounting of Fire Hooks Unlimited pike poles. The brackets will be installed one each side back of cab for 6' hooks.
0593085	Step, Folding, Front Bulkhead (Aerial), Left Side Only, w/LED, Trident	STEP A folding step will be provided on the left side front compartment bulkhead for access to the hose bed. The step will be bright finished, non-skid with a black tread coating on the stepping surface. The step will incorporate an LED light to illuminate the stepping surface. The step can be used as a hand hold with two openings wide enough for a gloved hand.
0724153	Step, Folding - Extra, Body Only, w/LED, Trident	Two (2) additional folding steps will be located Left side front bulkhead. The step(s) will be bright finished, non-skid with a black tread coating on the stepping surface. Each step will incorporate an LED light to illuminate the stepping surface. The step(s) can be used as a hand hold with two openings wide enough for a gloved hand.
0620531	Pump House, Side Control, 48", Control Zone, Aerial	PUMP COMPARTMENT The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. The pump compartment will be constructed of the same material as the body compartmentation. The pump compartment substructure will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards. The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist. Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly. PUMP MOUNTING Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump. PUMP CONTROL PANELS (Left Side Control) All pump controls and gauges will be located at the left (driver's) side of the apparatus and properly identified. Layout of the pump control panel will be ergonomically efficient and systematically organized. The pump operator's control panel will be removable in two (2) main sections for ease of maintenance: The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable). Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges. The lower section of the panel will contain all inlets, outlets, and drains. All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding. IDENTIFICATION TAGS The identification tag for each valve control will be recessed in the face of the tee handle. All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge. All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag. All remaining identification tags will be mounted on the pump panel in chrome plated bezels. The pump panel on the right (passenger's) side will be removable with lift and turn type fasteners. Trim rings will be installed around all inlets and outlets.

0035500	Raised Pump House Structure, Side Control	
0794212	Pump, Darley, PSM, 1500 GPM, Magna Transmission, Single Stage	PUMP Pump will be a Darley PSM single stage pump, 1500 gpm, midship mounted centrifugal type. Pump will be the class "A" type. Pump will deliver the percentage of rated discharge at pressure indicated below: - 100% of rated capacity at 150 psi net pump pressure. - 70% of rated capacity at 200 psi net pump pressure. - 50% of rated capacity at 250 psi net pump pressure. Pump body will be fine-grained gray iron, bronze fitted. The impellers will be high strength bronze alloy accurately balanced and splined to pump shaft for precision fit and durability. Double seal ring design will help to minimize end thrust. Deep groove radial type oversize ball bearings will be provided. The bearings will be protected at the openings from road dirt and water with an oil seal and a water slinger.
0007153	Seal, Mechanical, Darley, Silicon Carbide	MECHANICAL SEALS Silicon carbide mechanical seals will be provided. The seals will be spring loaded and self-adjusting. The seals will have a minimum thermal conductivity of 126 W/m*K to run cooler. Seals will have a minimum hardness of 2800 kg/mm2 to be more resistant to wear, and have thermal expansion characteristics of no more than 4.0 X106mm/mm*K to be more resistant to thermal shock.
0794209	Trans, Pump, Darley Magna	PUMP TRANSMISSION Pump transmission case will be alloy cast iron of heavy duty design with adequate oil reserve capacity to maintain low operation temperatures. Magnetic drain will be provided. The gears will be helical in design and precision cut for quite operation and long life. The gears will be cut from high strength alloy steel, heat treated and gas nitride. The gear face will be a minimum of 3.50".
0635600	Pumping Mode, Stationary Only	PUMPING MODE An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.
0604307	Pump Shift, Air w/o Manual Override, Split Shaft, Interlocked, Darley	AIR PUMP SHIFT Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump". The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements. The pump shift control in the cab will be illuminated to meet NFPA requirements.
0003148	Transmission Lock-up, EVS	TRANSMISSION LOCK-UP The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.
0004551	Auxiliary Cooling System, Darley	AUXILIARY COOLING SYSTEM A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The pump casting will be designed to be used as a heat exchanger.
0014486	Not Required, Transfer Valve, Single Stage Pump	
0746501	Valve, Relief Intake, Elkhart	INTAKE RELIEF VALVE - PUMP One (1) Elkhart Style 40 relief valve(s) will be installed on the suction side of the pump preset at 125 psig. The relief valve(s) will have a working range of 75 psi to 250 psi. The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag. The relief valve pressure control will be located behind the right side pump panel with a stainless steel access door.

0721609	Controller, Pressure, Pierce LCD, Custom Chassis	PIERCE PRESSURE CONTROLLER A Pierce electronic pressure controller will be provided. A pressure transducer will be installed in the discharge side of the water pump. The transducer continuously monitors pump pressure sending a signal to the electronic pressure controller. The pressure controller can be used in two (2) modes of operation, RPM mode and pressure modes. The controller will be programmed to turn on/default to Pressure Setting mode. In the RPM mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will maintain the set engine speed, regardless of engine load (within engine operation capabilities). In the pressure mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow. A 2.00" diameter throttle control knob with no mechanical stops, a serrated grip, and a red idle push button in the center will be a integrated/part of the pressure controller. The throttle control knob will be programmed for Clockwise rotation to increase engine speed. Individual LED indicators for ok to pump, throttle ready, pressure mode and rpm mode will be located on the pressure controller for easy viewing. A pump cavitation protection feature will also be provided which will return the engine to idle should the pump cavitate. Cavitation is sensed by the combination of pump pressure below 30 psi and engine speed above 2000 rpm for more than five (5) seconds. Other safety features include recognition of low water and no water conditions with an automatic programmed response and a push button to return the engine to idle. The pressure controller LCD screen will be 4.20" in size with a minimum brightness of 750 nits. The LCD screen and LED intensity will be automatically adjust for day and nighttime operation. The LCD screen intensity can also be manually adjusted if needed. The following information will be provided/displayed on the LCD screen - Engine RPM Check engine and stop engine warning indicators Engine oil pressure Engine coolant temperature Water pump transmission temperature Fuel Level Water tank level Battery voltage Operating mode (RPM or pressure) Pressure or RPM setting On screen messaging show diagnostic and warning messages as they occur. It will show apparatus information, stored data, and program options when selected by the operator. It will monitor inputs outputs and support audible and visual warning alarms for the following conditions - High battery voltage Low battery voltage/engine off Low battery voltage/engine running High water pump temperature Low fuel Low engine oil pressure High engine coolant temperature Water tank out of water (visual alarm only) No engine response (visual alarm only) The pressure controller will store the accumulated operating hours for the pump and engine. These items are to be displayed within the pressure controller menu. The pressure controller will include a USB port on the back of the controller for easy software upgrades if needed.
0072153	Primer, Trident, Air Prime, Air Operated	PRIMING PUMP The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of applicable NFPA standards. All wetted metallic parts of the priming system are to be of brass and stainless steel construction. One (1) priming control will open the priming valve and start the pump primer.
0780364	Manuals, Pump, (2) Total, Electronic Copies	PUMP MANUALS There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.
0602512	Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	PLUMBING, STAINLESS STEEL AND HOSE All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness. Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings. Plumbing manifold bodies will be ductile cast iron or stainless steel. All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame. All water carrying gauge lines will be of flexible polypropylene tubing. All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.
0089437	Plumbing Without Foam System	

0004645	Inlets, 6.00" - 1250 GPM or Larger Pump	MAIN PUMP INLETS A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.
0014650	Pump Suction Tube(s), Short, All	SHORT SUCTION TUBE(S) The suction tube(s) on the water pump will have short suction tube(s) installed to allow for installation of adapters, elbows or intake valves without excessive overhang.
0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	MAIN PUMP INLET CAP The main pump inlets will have National Standard Threads with a long handle chrome cap. The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0084610	Valves, Akron 8000 series- All	VALVES All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve. Valves will have a ten (10) year warranty.
0016158	Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	The location of the valve for the one (1) inlet will be recessed behind the pump panel.
0004700	Control, Inlet, at Valve	INLET CONTROL The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.
0004660	Inlet (1), Left Side, 2.50"	LEFT SIDE INLET There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter. The auxiliary inlet will be provided with a strainer, chrome swivel and plug.
0723551	Inlet (1), Right Side, 2.50"	RIGHT SIDE INLET There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter. The auxiliary inlet will be provided with a strainer, chrome swivel and plug.
0092569	No Rear Inlet (Large Dia) Requested	
0064116	No Rear Inlet Actuation Required	
0092696	Not Required, Cap, Rear Inlet	
0009648	No Rear Intake Relief Valve Required on Rear Inlet	
0092568	No Rear Auxiliary Inlet Requested	
0723049	Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	INLET BLEEDER VALVE A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a "T" swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.
0029043	Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	TANK TO PUMP The booster tank will be connected to the intake side of the pump with stainless steel piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing. A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

0004905	Outlet, Tank Fill, 1.50"	TANK REFILL A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.
0820189	Control, Outlets, Manual, Pierce HW if applicable	DISCHARGE OUTLET CONTROLS The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve. If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built into the center of the handwheel. Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 1900 2024 Edition 13.7.5.3.
0004940	Outlet, Left Side, 2.50"	LEFT SIDE DISCHARGE OUTLETS There will be Two (2) discharge outlets with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.
0005091	Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	LEFT SIDE OUTLET ELBOWS The 2.50" discharge outlets located on the left side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow. The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0092570	Not Required, Outlets, Left Side Additional	
0035094	Not Required, Elbow, Left Side Outlets, Additional	
0004945	Outlet, Right Side, 2.50"	RIGHT SIDE DISCHARGE OUTLETS There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.
0025091	Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	RIGHT SIDE OUTLET ELBOWS The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow. The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0092571	Not Required, Outlets, Right Side Additional	
0089584	Not Required, Elbow, Right Side Outlets, Additional	
0816625	Outlet, Large Diameter, Right Side, Akron Valve	LARGE DIAMETER DISCHARGE OUTLET There will be an Akron 8800 4.00" flat ball valve with 4.00" plumbing terminating with a 4.00" MNST chrome adapter on the right side pump panel. The valve will be controlled with a(n) Pierce large handwheel with indicator located at the pump operator's panel.
0005097	Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	LARGE DIAMETER OUTLET ELBOWS The 4.00" outlet(s) will be furnished with one (1) 4.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.
0648906	Outlet, Front, 2.50" w/2.50" Plumbing	FRONT DISCHARGE OUTLET There will be one (1) 2.50" discharge outlet piped to the front of the apparatus and located on the top of the right side of the front bumper. Plumbing will consist of 2.50" piping and flexible hose with a 2.50" full flow valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 2.50" NST with 90 degree stainless steel swivel. There will be automatic drains provided at all low points of the piping.
0092575	Not Required, Outlet, Rear	
0045099	Not Required, Elbow, Rear Outlets	

0092574	Not Required, Outlet, Rear, Additional	
0085695	Not Required, Elbow, Rear Outlets, Large, Additional	
0092573	Not Required, Outlet, Hose Bed/Running Board Tray	
0752097	Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	DISCHARGE CAPS/ INLET PLUGS Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets. Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size. The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.
0723042	Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	OUTLET BLEEDER VALVE A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application. The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.
0029106	Not Required, Deluge Outlet	
0029302	No Monitor Requested	
0029304	No Nozzle Req'd	
0029107	No Deluge Mount	
0826323	Waterway Outlet & Control, Akron Valve	AERIAL WATERWAY OUTLET The aerial waterway will be plumbed from the water pump to the aerial device waterway with 5.00" pipe and a 4.00" Akron valve. The valve will be controlled with a Pierce large handwheel with indicator located at the pump operator's panel.
0029167	Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	CROSSLAY HOSE BEDS Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying 200' of 1.75" double jacketed hose and will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve. Outlets to be equipped with a 1.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus. The crosslay controls will be at the pump operator's panel. The center crosslay dividers will be fabricated of 0.25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish. Vertical scuffplates constructed of stainless steel will be provided at the front and rear ends of the bed on each side of vehicle. Crosslay bed flooring will consist of removable perforated brushed aluminum.

0090442	Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap	2.50" CROSSLAY HOSE BED One (1) crosslay with 2.50" outlets will be provided. This bed to be capable of carrying 200' of 2.50" double jacketed hose and will be plumbed with 2.50" i.d. pipe and gated with a 2.50" quarter turn ball valve. Outlet to be equipped with a 2.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus. The crosslay control will be at the pump operator's panel. When used in conjunction with other crosslay/speedlay/deadlay configurations, a center crosslay divider, when needed, will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish. The remainder of the crosslay bed will be painted job color. Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate. Crosslay bed flooring will consist of removable perforated brushed aluminum.
0591145	Hose Restraint, Crosslay/Deadlay, Top/Ends, Elastic Netting	CROSSLAY/DEADLAY HOSE RESTRAINT Elastic netting will be provided across the top and ends of two (2) crosslay/deadlay opening(s) to secure the hose during travel. The netting will be permanently attached at the top center of the crosslay/deadlay bed and removable on each end.
0029260	Not Required, Speedlays	
0750536	Hose Restr, Spdly, Not Required, No Spdly	
0615255	Cover, Crosslay, 3/16" Alum Treadplate, Front Hinge	CROSSLAY COVER A hinged .19" aluminum treadplate cover will be installed over the crosslay hose beds. It will include a latch at each end of the cover to hold it securely in place, a chrome grab handle at each end for opening and closing the cover and a foam rubber gasket where the cover comes into contact to a painted surface. The cover will be provided with rubber latch hold open device. The hinge will be to the front of the hose beds.
0019853	Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH	CROSSLAY 8.00" LOWER THAN STANDARD The crosslays will be lowered 8.00" from standard.
0044333	Not Required, Foam System	FOAM SYSTEM A foam system will not be required on this apparatus.
0012126	Not Required, CAF Compressor	
0552517	Not Required, Refill, Foam Tank	
0042573	Not Required, Foam System Demonstration	
0045465	Not Required, Foam Tanks	
0091110	Not Required, Foam Tank Drain	
0091079	Not Required, Foam Tank #2	
0091112	Not Required, Foam Tank #2 Drain	

0738111	Approval Dwg, All Pump Panel(s), Includes Color And Label Tags, FLEET	The following drawing(s) will be provided for approval by the customer. The drawing(s) will be made to match No Similar Pierce Truck similar Pierce job number. PUMP OPERATOR'S PANEL DRAWING A detailed drawing to scale of the pump operator's panel will be provided for the customer to review. The drawing will include all of the gauges, controls, switching, etc..., located on the pump operator's panel. The customer will be allowed to make changes and/or mark-ups to this approval drawing. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line. The finalized and signed customer approved pump operator's panel drawing will become part of the contract documents. Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion. REMAINING PUMP PANEL(S) Detailed drawing(s) to scale of the remaining pump panel(s) will be provided for the customer to review. The drawing(s) will include all of the gauges, controls, switching, etc..., located on the pump panel(s). The customer will be allowed to make changes and/or mark-ups to these approval drawing(s). The fire apparatus manufacturer will make revisions (If needed) to the drawing(s) per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line. The finalized and signed customer approved pump panel drawing(s) will become part of the contract documents. Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion. COLOR CODED TAGS A detailed drawing/chart of the colors used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line. The finalized and signed customer approved drawing/chart of the colors will become part of the contract documents. SPECIAL TEXT/VERBIAGE TAGS A detailed drawing/chart of the text/verbiage used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line. The finalized and signed customer approved drawing/chart of the text/verbiage will become part of the contract documents.
0032479	Pump Panel Configuration, Control Zone	PUMP PANEL CONFIGURATION The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.
0562698	Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial	PUMP OPERATOR'S PLATFORM A pull out, flip down platform will be provided at the pump operator's control panel. The front edge and the top surface of the platform will be made of DA finished aluminum with a Morton Cass insert. The platform will be approximately 13.75" deep when in the stowed position and approximately 22.00" deep when extended. The platform stepping surface will be 35.00" wide. The platform will lock in the retracted and the extended position. The sides, bottom and rear portions of the support assembly will be painted to match lower job color. The platform will be wired to the "step not stowed" indicator in the cab.
0667186	Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	PUMP OPERATOR'S PLATFORM PERIMETER LIGHT There will be an On Scene Solutions, Model Night Stick Access, 20.00" white 12 volt DC LED strip light provided to illuminate the ground area.
0629252	Material, Pump Panels, Side Control Black Vinyl	PUMP AND GAUGE PANEL The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.
0721765	Panel, Pump Access - Right Side Only, Side Control	PUMP ACCESS Right Side Panel The right side upper pump panel will be removable. Panel Fastener The removable panels will be secured with black swell latch. The left side pump panels will be attached with screws. The right side lower pump panel (drain bank) will be attached with screws.

0583824	Light, Pump Compt, Wln 3SC0CDCR LED White	PUMP COMPARTMENT LIGHT There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGE, flange(s) installed in the pump compartment.
0586382	Gauges, Engine, Included With Pressure Controller	Engine monitoring graduated LED indicators will be incorporated with the pressure controller. Also provided at the pump panel will be the following: - Master Pump Drain Control
0005601	Throttle, Engine, Incl'd w/Press Controller	
0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	THROTTLE READY GREEN INDICATOR LIGHT There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.
0549333	Indicators, Engine, Included with Pressure Controller	
0745568	Indicator Light, Pump Panel, Ok To Pump, Green	OK TO PUMP INDICATOR LIGHT There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.
0511078	Gauges, 4.00" Master, Class 1, 30"-0-600psi	VACUUM AND PRESSURE GAUGES The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated. The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#. Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut. The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel. Test port connections will be provided at the pump operator's panel. One (1) will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label. This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.
0511100	Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	PRESSURE GAUGES The individual "line" pressure gauges for the discharges will be Class 1 interlube filled. They will be a minimum of 2.00" in diameter and have white faces with black lettering. Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut. Gauges will have a pressure range of 30"-0-400#. The individual pressure gauge will be installed as close to the outlet control as practical. This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.
0037928	Gauge, Flowmeter / Pressure, FRC Insight Ultimate, FPA400	FLOWMETERS There will be one (1) Fire Research Insight, Model FPA400, combination digital flowmeter and pressure indicator kit installed for rear 2.5" discharge. The module will have a digital LED display for flow with super bright digits more than 3/8" high. Flow rate will be displayed in GPM. The module will have an analog display for pressure with an expanded scale in the normal operating range for more accurate readings. The pressure indicator input and movement will be electronic. Pressure will be displayed in PSI. An FRC X-FLC flow conditioner will be installed in the plumbing for better flow readings.
0748780	Gauge, Water Level, Pierce, In pressure Controller, PUC Color Display, Lt Driver	WATER LEVEL GAUGE An electric water level gauge will be incorporated in the pressure controller that registers water level by means of 9 LEDs. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180-degree of clear viewing. To further alert the pump operator, the gauge will have a warning flash when the tank volume is less than 25%, and will have "Down Chasing LEDs when the tank is almost empty. The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell. There will be a water level gauge provided on the Command Zone™, color display in the cab. There will be a light driver module with this installation to power additional water level gauge(s) included on the apparatus.
0006774	Not Required, Foam Level Gauge	

0682503	Light Shield/Step 8", LED, P25 LED Stp Lt	STEP/LIGHT SHIELD There will be an aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the pump operator's panel. There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house. One (1) pump panel light will come on when the pump is in ok to pump mode. There will be a light activated above the pump panel light switch when the parking brake is applied. This is to afford the operator some illumination when first approaching the control panel. There will be one (1) white LED, step light provided above this step. In order to ensure exceptional illumination, each step light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light. The step light will be activated by the pump panel light switch.
0606694	Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	AIR HORN SYSTEM Two (2) Hadley®, eTone, chrome air horns will be recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.
0606835	Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	Air Horn Location The air horns will be located on each side of the bumper, towards the outside.
0757092	Control, Air Horn, Multi Select	Air Horn Control The air horn(s) will be activated by the following:
0757084	Control, Air Horn, Horn Ring	Steering wheel horn ring with electric/air horn selector switch
0525667	Siren, WIn 295SLSA1, 100 or 200 Watt	ELECTRONIC SIREN A Whelen®, Model 295SLSA1, electronic siren with noise canceling microphone will be provided. This siren to be active when the battery switch is on and that emergency master switch is on.
0510206	Location, Elect Siren, Recessed Overhead In Console	Electronic siren head will be recessed in the driver side center switch panel.
0076156	Control, Elec Siren, Head Only	The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.
0601306	Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	SPEAKER There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.
0601565	Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	The speaker(s) will be recessed in the center of the front bumper.
0895310	Siren, Federal Q2B	AUXILIARY MECHANICAL SIREN There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus. The Q2B will be chrome finish. The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on. The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.
0020914	Siren, Mechanical, Recessed In Bumper, Special Recessing Depth	The mechanical siren will be recessed in the front bumper on the right side. The siren will be supported by the bumper framework. Only the end of the sirens front grille will protrude from the front bumper.
0748305	Control, Mech Siren, Multi Select	MECHANICAL SIREN CONTROL The mechanical siren will be activated by the following:
0748282	Control, Mech Siren, Ft Sw LS	Left side foot switch.

0740391	Sw, Siren Brake, Momentary Chrome Push Button, RS	A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.
0746353	Not Required, Warning Lights Intensity	
0794679	Lightbar, WIn, Freedom IV-Q, 2-21.5", RRRWR RWRRR, 30 deg	FRONT ZONE UPPER WARNING LIGHTS There will be two (2) 21.50" Whelen® Freedom™ IV LED lightbars mounted on the cab roof, one (1) on each side, above the left and right door, at a 30 degree angle. The left side lightbar will include the following: One (1) red flashing LED module in the outside end position. One (1) red flashing LED module in the outside front corner position. One (1) red flashing LED module in the outside front position. One (1) white flashing LED module in the inside front position. One (1) red flashing LED module in the inside front corner position. The right side lightbar will include the following: One (1) red flashing LED module in the inside front corner position. One (1) white flashing LED module in the inside front position. One (1) red flashing LED module in the outside front position. One (1) red flashing LED module in the outside front corner position. One (1) red flashing LED module in the outside end position. There will be clear lenses and colored filters included on the lightbar. There will be a switch in the cab on the switch panel to control the lightbars. The white LED's will be disabled when the parking brake is applied. The two (2) red flashing LED modules in the inside front and the two red flashing LED modules in the inside front corner positions may be load managed when the parking brake is applied.
0691544	Light, GTT, 794* LED Opticom Emitter, Remote Mounted on Cab Roof	TRAFFIC LIGHT CONTROLLER There will be a GTT, Model 794* LED Opticom traffic light controller with national standard high priority remote mounted on the front edge of the cab left side. The Opticom traffic light controller will be activated by a cab switch with emergency master control. The Opticom traffic light controller will have a driver side momentary cab switch and a passenger side momentary cab switch with no emergency master control. The Opticom traffic light controller will be disabled when the parking brake is applied.
0734071	Lights, Front Zone, WIn M6** M6** M6** M6** LED, Q Bzl, 4lts	LIGHTS, FRONT ZONE LOWER There will be four (4), Whelen® Model M6** 4.32" high x 6.75" wide x 1.37" deep flashing LED warning lights installed on the cab face above the headlights in twin bezels. The left side outside warning light to include red LEDs The left side inside warning light to include white LEDs The right side inside warning light to include white LEDs The right side outside warning light to include red LEDs The warning light lens color(s) to be clear The housing to be polished and the trim shall be chrome The lights may be controlled per the following: A switch on the cab instrument panel will control the lights White LEDs will be deactivated when the parking brake is applied Amber LEDs will be activated when the parking brake is applied Amber, blue green or red LEDs in the inside positions may be load managed when the parking brake is applied
0653937	Flasher, Headlight Alternating	HEADLIGHT FLASHER The high beam headlights will flash alternately between the left and right side. There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on. The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.
0540692	Lights, Side Zone Lower, WIn M6*C LED, Clear Lens, 3pr, Ovr 25	SIDE ZONE LOWER LIGHTING There will be six (6) Whelen®, Model M6*C, flashing LED warning lights with chrome trim installed per the following: Two (2) lights, one (1) each side on the bumper extension. The side front lights to be red. Two (2) lights, one (1) each side of cab rearward of crew cab doors. The side middle lights to be red. Two (2) lights, one (1) each side, centered above rear wheels. The side rear lights to be red. The lights will include clear lenses. There will be a switch in the cab on the switch panel to control the lights.
0540783	Lights, Rear Zn Lwr, WIn M6*C LED	REAR ZONE LOWER LIGHTING There will be two (2) Whelen®, Model M6*C LED flashing warning lights with chrome trim located at the rear of the apparatus. The driver's side rear light to be red The passenger's side rear light to be red The lenses will be clear. There will be a switch located in the cab on the switch panel to control the lights.

0088745	Light, Rear Zone Up, W/in L31HRFN LED Beacon, Red LED	REAR/SIDE ZONE UPPER WARNING LIGHTS There will be two (2) Whelen®, Model L31H*FN, LED warning beacons provided at the rear of the truck, located one (1) each side. There will be a switch located in the cab on the switch panel to control the beacons. The color of the lights will be red LEDs with both domes clear.
0006551	Not Required, Lights, Rear Upper Zone Blocking	
0791501	Light, Traffic Directing, W/in TAL65, 36" Long LED, Aerials	TRAFFIC DIRECTING LIGHT There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus. The Whelen, Model TACTL5, control head will be included with this installation. The controller will be energized when the battery switch is on. The auxiliary flash not activated.
0530074	Location, TDL, On Top of Body Below Turntable w/Treadplate Box	This traffic directing light will be mounted on top of the body below the turntable with a treadplate box at the rear of the apparatus.
0530282	Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.
0779722	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	120 VOLT RECEPTACLE There will be two (2), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with interior stainless steel wall plate(s), installed in body compartment as directed. The NEMA configuration for the receptacle(s) will be 5-20R. The receptacle(s) will be powered from the shoreline inlet. There will be a label installed near the receptacle(s) that state the following: Line Voltage Current Rating (amps) Phase Frequency
0519934	Not Required, Brand, Hydraulic Tool System	
0649753	Not Required, PTO Driven Hydraulic Tool System	
0755095	Aerial, 107' ASL Tandem, 750/500 Tip, 50 MPH	FOUR (4)-SECTION 107 FOOT AERIAL LADDER CONSTRUCTION STANDARDS The ladder will be constructed to meet all of the requirements as described in the current edition of applicable NFPA standards. The aerial device will be a true ladder type device; therefore ladders attached to booms will not be considered. These capabilities will be established in an unsupported configuration. All structural load supporting elements of the aerial device that are made of a ductile material will have a design stress of not more than 50 percent of the minimum yield strength of the material based on the combination of the live load and the dead load. This 2:1 structural safety factor meets the current NFPA standard. All structural load supporting elements of the aerial device that are made of non-ductile material will have a design stress of not more than 20 percent of the minimum ultimate strength of the material, based on the combination of the rated capacity and the dead load. This 5:1 safety factor meets the current NFPA standard. Wire ropes and attaching systems used to extend and retract the fly sections will have a 5:1 safety factor based on the ultimate strength under all operating conditions. The factor of safety for the wire rope will remain above 2:1 during any extension or retraction stall. The minimum ratio of the diameter of wire rope used to the diameter of the sheave used will be 1:12. Wire ropes will be constructed of seven (7) strands over an inner wire core for increased flexibility. The wire rope will be galvanized to reduce corrosion. The aerial base pivot bearings will be maintenance free type bearings and require no external lubrication. The aerial device will be capable of sustaining a static load one and one-half times its rated tip load capacity (live load) in every position in which the aerial device can be placed when the vehicle is on a firm level surface. The aerial device will be capable of sustaining a static load one and one-third times its rated tip load capacity (live load) in every position the aerial device can be placed when the vehicle is on a slope of five degrees downward in the direction most likely to cause overturning. With the aerial device out of the cradle and in the fully extended position at zero degrees elevation, a test load will be applied in a horizontal direction normal to the centerline of the ladder. The turntable will not rotate and the ladder will not deflect beyond what the product specification allows. All welding of aerial components, including the aerial ladder sections, turntable, pedestal, and outriggers, will be in compliance with the American Welding Society standards. All welding personnel will be certified, as qualified under AWS welding codes. The aerial device will be capable of operating in conditions of wind up to 50 mph and icing conditions of up to a 0.25" coating over the aerial structure.

All of the design criteria must be supported by the following test data:

Strain gage testing of the complete aerial device

Analysis of deflection data taken while the aerial device was under test load

The following standards for materials are to be used in the design of the aerial device:

Materials are to be certified by the mill that manufactured the material

Material testing that is performed after the mill test will be for verification only and not with the intent of changing the classification

All welded structural components for the ladder will be traceable to their mill lots.

LADDER CONSTRUCTION

The ladder is comprised of four (4) sections.

The ladder will have the capability to support a minimum of 750 lb at the tip in the unsupported configuration, based upon 360 degree rotation, up to full extension and from -10 degrees to +77 degrees.

The ladder (handrails, baserails, trusses, K-braces and rungs) will be constructed of high strength low alloy steel, minimum 100,000 pounds per square inch yield, with full traceability on all structural members.

Each section will be trussed diagonally, vertically and horizontally using welded steel tubing.

All ladder rungs are round and welded to each section utilizing "K" bracing for lateral and torsional rigidity.

The inside width dimensions of the ladder will be:

Base Section:

41.87"

Lower Mid Section:

34.88"

Upper Mid Section:

27.87"

Fly Section:

21.63"

The height of the handrails above the centerline of the rungs will be:

Base Section:

26.28"

Lower Mid Section:

22.68"

Upper Mid Section:

20.06"

Fly Section:

17.32"

The ladder will be designed to provide continuous egress for firefighters and civilians from an elevated position to the ground.

The egress section will be designed to maintain the rated load of the aerial device. It will be bolted on for easy replacement. There will be a lift eye welded on to each side of the egress.

VERTICAL HEIGHT

The ladder will extend to a minimum height of 107' above the ground at full extension and elevation. The measurement of height will be consistent with NFPA standards.

HORIZONTAL REACH

The rated horizontal reach will be 100'. The measurement of horizontal reach will be consistent with NFPA standards.

TURNTABLE

The upper turntable assembly will connect the aerial ladder to the turntable bearing. The steel structure will have a mounting position for the aerial elevation cylinders, ladder connecting pins, and upper turntable operator's position.

The turntable will be coated with a non-skid, chemical resistant material in the walking areas. The stepping surfaces will meet the skid-resistance requirements of the current NFPA standard.

The turntable handrails will be a minimum 42.00" high and will not increase the overall travel height of the vehicle. The handrails will be constructed from aluminum and have a slip resistant knurled surface. The turntable vertical handrail spacing will be designed with a 44.00" wide x 27.00" high opening to allow for equipment to pass through from the ground to the aerial ladder. The opening will be located at the center, rear of the turntable.

ELEVATION SYSTEM

Dual 5.50" diameter elevating cylinders will be mounted on the underside of the base section of the ladder, one (1) on each side. One (1) 2.25" diameter stainless steel pin will fasten each cylinder to the ladder and one (1) 2.50" diameter stainless steel pin will fasten each cylinder to the turntable. The pins will have 125,000 psi minimum yield strength and will be secured with 0.50" Grade 8 bolts with castle nut and cotter pin. The bolts are to ensure that the pins do not walk out of the mounting brackets on the turntable and base section.

The elevating cylinders will be mounted utilizing maintenance-free spherical bearings on both ends of the cylinders. The aerial base pivot bearings will be maintenance-free type bearings with no external lubrication required. **The cylinders will function only to elevate the ladder and not as a structural member to stabilize the ladder side movement. The elevating cylinders will be provided with pilot-operated check valves on the barrel and rod side of the piston to prevent movement of the ladder in case of a loss of hydraulic pressure.**

The operation envelope will be 10 degrees below horizontal to 77 degrees above horizontal.

The elevation system will be designed following NFPA standards. The elevation hydraulic cylinders will incorporate cushions on the upper limit of travel.

The lift cylinders will be equipped with integral holding valves located in the cylinder to prevent the unit from descending should the charged lines be severed, at any point within the hydraulic system and to maintain the ladder in the bedded position during road travel. The integral holding valves will NOT be located in the transfer tubes.

The elevation system will be controlled by the microprocessor. Linear transducers will measure the extension of the elevation cylinder. The microprocessor will provide the following features:

Collision avoidance of the elevation system to prevent accidental body damage

Automatic deceleration when the aerial device is lowered into the cradle

Automatic deceleration at the end of stroke, in maximum raise and lower positions

Deceleration of the aerial device at the limits of travel.

EXTENSION/RETRACTION SYSTEM

A hydraulically powered, extension and retraction system will be provided through dual hydraulic cylinders and wire ropes. Each set will be capable of operating the ladder in the event of a failure, of the other. The extension cylinder rod will be chrome plated to provide smooth operation of the aerial device and reduce seal wear. The extension/retraction cylinders will be equipped, with integral holding valves, to prevent the unit from retracting should the charged line be severed, at any point within the hydraulic system. The integral holding valves will NOT be located in the transfer tubes.

Wire ropes and attaching systems used to extend and retract the fly sections will have a 5:1 safety factor based on the ultimate strength under all operating conditions. The factor of safety for the wire rope will remain above 2:1 during any extension or retraction stall. The minimum ratio of the diameter of wire rope used to the diameter of the sheave used will be 1:12. Wire ropes will be constructed of seven (7) strands over an inner wire for increased flexibility. The wire rope will be galvanized to reduce corrosion.

The extension/retraction system will be controlled by the microprocessor. Linear transducers will measure the ladder extension. The microprocessor will provide the following features:

Automatic deceleration at the end of stroke, in maximum extend and retract positions
All sheaves will require lubrication. They will have bronze bushings and grease zerks.

MANUAL OVERRIDE CONTROLS

Manual override controls will be provided for all aerial and stabilizer functions.

LADDER SLIDE MECHANISM

UHMW polyethylene wear pads will be used between the telescoping ladder sections, to provide greater bearing surface area for load transfer. Adjustable slide pads will be used to control side play between the ladder sections.

ROTATION SYSTEM

The aerial will be supplied with a powered rotation system as outlined in NFPA standards. The hydraulic rotation motor will provide continuous rotation under all rated conditions and be supplied with a brake to prevent unintentional rotation. One (1) hydraulically driven, planetary gear box with drive speed reducers will be used to provide infinite and minute rotation control throughout the entire rotational travel. One (1) spring applied, hydraulically released disc type swing brake will be furnished to provide positive braking of the turntable assembly. Provisions will be made for emergency operation of the rotation system should complete loss of normal hydraulic power occur. The hydraulic system will be equipped with pressure relief valves which will limit the rotational torque to a nondestructive power. The gearbox will have a minimum continuous torque rating of 80,000 in. lbs. and a minimum intermittent rating of 160,000 in. lbs. The turntable bearing, ring gear teeth, pinion gear, planetary gearbox, and output shaft will be certified by the manufacturer of the components for the application.

The rotation system will be controlled by the microprocessor. The microprocessor will provide the following features:

Collision avoidance to prevent accidental body damage

Prevent the aerial from being rotated into an unstable condition.

ROTATION INTERLOCK

The microprocessor will be used to prevent the rotation of the aerial device to the side in which the stabilizers have not been fully deployed (short-jacked). The microprocessor will allow full and unrestricted use of the aerial, in the 180 degree area, on the side(s) where the stabilizers have been fully deployed. The system will also have a manual override to comply with the current edition of applicable NFPA standards.

LADDER CRADLE INTERLOCK SYSTEM

A ladder cradle interlock system will be provided through the microprocessor to prevent the lifting of the aerial device from the nested position until the operator places all the stabilizers in a load supporting configuration. A switch will be installed at the boom support to prevent operation of the stabilizers once the aerial has been elevated from the nested position..

AERIAL TORQUE BOX/PEDESTAL

The pedestal assembly will be a welded assembly made of high strength 0.25" plate. The vertical member will be a 0.375" reinforced wall cylinder with a 28.00" outside diameter and will connect the rotation bearing mounting plate to the lower substructure.

The pedestal assembly will be bolted to the chassis frame with 0.88" diameter Grade 8 bolts, and will be utilized to mount the outrigger jacks and reservoir for the aerial hydraulic system.

There will be a 5/8" gap between the torque box and the frame rails to promote drying of the surfaces and reduce the effect of corrosion.

LOAD CAPACITIES

The following load capacities will be established with the stabilizers at full horizontal extension and placed in the down position to level the truck and to relieve the weight from the tires and axles. Capacities will be based upon full extension and 360 degree rotation.

A load chart, visible at the operator's station, will be provided. The load chart will show the recommended safe load at any condition of the aerial device's elevation and extension.

50 MPH WIND CONDITIONS/WATERWAY DRY

Degrees of Elevation

-10 to 9

10 to 19

20 to 29

30 to 39

40 to 49

50 to 59

60 to 69

70 to 77

Egress

750

750

750

750

750

750

750

750
 Fly
 -
 -
 -
 -
 -
 250
 500
 750
 Upper Mid
 -
 -
 -
 -
 250
 500
 1000
 1000
 Lower Mid
 -
 -
 -
 -
 500
 750
 1000
 1000
 Base
 -
 -
 -
 500
 500
 1000
 1000
 1000
 50 MPH WIND CONDITIONS/WATERWAY CHARGED
 Degrees of Elevation
 -10 to 9
 10 to 19
 20 to 29
 30 to 39
 40 to 49
 50 to 59
 60 to 69
 70 to 77
 Egress
 500
 500
 500
 500
 500
 500
 500
 500
 Fly
 -
 -
 -
 -
 -
 250
 500
 500
 Upper Mid
 -
 -
 -
 -
 250
 500
 750
 1000
 Lower Mid
 -
 -
 -
 250
 500
 750
 1000
 1000
 Base
 -
 -
 250
 500

		750 1000 1000 1000 <i>Reduced loads at the tip can be redistributed in 250 lb increments to the fly, mid, or base sections as needed.</i> <i>The tip capacity will be reduced to zero when flowing water with the nozzle above the waterway centerline.</i> <i>Side to side monitor travel will be reduced with a 50 mph wind rating on the device.</i> BOOM SUPPORT <i>A heavy-duty boom support will be provided for support of the ladder in the travel position. On the base section of the ladder, a stainless steel scuffplate will be provided where the ladder comes into contact with the boom support.</i>
0000042	Boom Support, Rear of the Chassis Cab	The boom support will be located just to the rear of the chassis cab.
0762413	Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	AERIAL BOOM SUPPORT LIGHT There will be one (1) Amdor®, Model AY-LB-12HW012, 190 lumen, 12" long, white LED strip light mounted on the boom support cradle. This light will be activated when the aerial master switch is activated.
0799560	Boom Support Compartment, Not Required	
0680821	Boom Panel, Pair	AERIAL BOOM PANEL There will be one boom panel provided on each side of the aerial ladder base section. The boom panel will be painted #90 red. The boom panels will be designed so no mounting bolts are in the face of the panel. This will keep the lettering surface free of holes.
0526890	Not Required, Indicator, Extension	
0723719	Steps, Folding, Four, Aerial Device, Trident	FOLDING STEPS One (1) set of folding steps will be provided at the tip of the ladder. An additional set of folding steps will be provided at the base of the fly section. The steps will be bright finished with a black tread coating on the stepping surface. Each step will have no integrated light.
0688232	Rung Covers, Aerial Device	AERIAL DEVICE RUNG COVERS Each rung will be covered with a secure, heavy-duty, fiberglass pultrusion that incorporates an aggressive, no-slip coating. The rung covers will be glued to each rung and will be easily replaceable should the rung cover become damaged. The center portion of each rung cover will be black and the outside 2.00" edge at each side will be safety yellow. Under no circumstances will the rung covers be fastened to the rungs using screws or rivets. The rung covers will have a 10-year, limited warranty.
0674963	Scabbard, Temporary Vent Saw Storage, No Depth Gauge, Aerial Ladder	TEMPORARY SCABBARD AT END OF AERIAL There will be a total of one (1) vent saw scabbard(s) provided. The scabbard(s) will be mounted on the left side of the aerial egress. The scabbard(s) will be DA finished.
0784202	Brackets Only, Roof Ladder, Base Section, Inboard of Boom Panel, Ascendant	LADDER STORAGE MOUNTING BRACKETS Mounting brackets for a single roof ladder will be provided on the right side of the aerial device while viewed from the turntable. A total of one (1) roof ladder(s) will be stored on the aerial base section. The bracket(s) will be located inboard of the boom panel at the base section and include straps to secure the ladder(s). The mounting brackets will accommodate a 12' Duo-Safety 775-DR roof ladder(s) to be stored individually as determined by the type of aerial device and the available space.
0623645	Aerial Stability Test, Maximum Tip Options	STABILITY TEST An aerial stability test will be run on the apparatus using the maximum weight allowance for tip options.
0601972	Lights, Turntable Walkway, P25, LED	LIGHTS FOR TURNTABLE WALKWAY There will be white LED lights provided at the aerial turntable. The lights will be located to illuminate the entire walking surface of the turntable including the area around the turntable console. These lights will be activated by the aerial master switch.

TURNTABLE CONSOLE LIGHTING

There will be one (1) TecNiq, Model T10, white LED light strip mounted in the turntable console cover to illuminate the controls located on both the upper and lower portion of the turntable control station. These lights will be activated by the aerial master switch.

INFORMATION CENTER

There will be an information center provided. The information center will operate in temperatures from -40 to 158 degrees Fahrenheit. The information center will employ a Linux operating system and a 7.00" (diagonal measurement) LCD display. The LCD will have a minimum 1000nits rated, color display. The LCD will be sunlight readable. The LCD display will be encased in an ABS, gray plastic housing with a Pierce decal. There will be five (5), weather-resistant user interface switches provided. The LCD display can be changed to an available foreign language.

Operation

The information center will be designed for easy operation in everyday use. There will be a page button to cycle from one screen to the next screen in a rotating fashion. A video button will allow an NTSC signal into the information center to be displayed on the LCD. If any button is pressed while viewing a video feed, the information center will return to the vehicle information screens. There will be a menu button to provide access to maintenance, setup, and diagnostic screens. All other button labels will be specific to the information being viewed.

General Screen Design

Where possible, background colors will be used to provide vehicle information *At A Glance*. If the information provided on a screen is within acceptable limits, a green background color will be used. If the information provided on a screen is not within acceptable limits, an amber background color will indicate a caution condition and a red background color will indicate a warning condition.

Every screen in the information center will include the aerial tip temperature, the time (12- or 24-hour mode) and a text Alert Center. The time will be synchronized between all Command Zone color displays located on the vehicle. The Alert Center will display text messages for audible alarms. The text messages will identify any items causing the audible alarm to sound. If more than one (1) audible alarm is activated, the text message for each alarm will cycle every second until the problems have been resolved. The background for the Alert Center will change to indicate the severity of the warning message. Amber will indicate a caution condition and red will indicate a warning condition. If a warning and a caution condition occur simultaneously, the red background color will be shown for all Alert Center messages.

A label will be provided for each button. The label will indicate the function for each active button for each screen. If the button is not utilized on specific screens, it will have a button label with no text.

Symbols will accurately depict the aerial device type the information pertains to such as rear mount ladder, rear mount platform, mid-mount ladder or mid-mount platform.

Page Screens

The Information center will include the following pages:

The Aerial Main and Load Chart page will indicate the following information:

Rungs Aligned and Rungs Not Aligned will be indicated with text and respective green or red colored ladder symbols.

Ladder Elevation will be indicated via a fire apparatus vehicle with ladder symbol with the degree of elevation indicated between the vehicle and ladder.

Water Flow (if applicable) will be indicated via a water nozzle symbol and text indicating flow / time.

Breathing Air Levels will be indicated via an air bottle symbol and text indicating the percent (%) of air remaining. A green bar graphs shown inside the bottle will indicate oxygen levels above 20 percent. A red bar graph will indicate oxygen levels at or below 20 percent. When oxygen levels are at or below 10 percent the red bar graph will flash.

The Aerial Load Chart will indicate the load limit on each section of the ladder based on actual ladder position and water flow (if applicable).

At A Glance color features will be utilized on this screen. Caution type conditions will be indicated via a yellow background. Warning type conditions will be indicated via a red background.

Conditions operating within acceptable limits will be indicated via a green background.

The Aerial Reach and Hydraulic Systems page will indicate the following information:

Aerial Hydraulic Oil Temperature will be indicated with symbol and text. *At a glance* features will be utilized.

Aerial Hydraulic Oil Pressure will be indicated with a symbol and text. *At a glance* features will be utilized.

The following calculations will be indicated on a representative vehicle symbol:

Aerial Device Extension length

Aerial Device Height indicating the height of the aerial device tip from the ground.

Aerial Device Reach indicating the horizontal distance the aerial reaches from the turntable.

Aerial Device Angle indicating the angle from the vehicle which the device is at.

At A Glance color features will be utilized on this screen. Caution type conditions will be indicated via a yellow background. Warning type conditions will be indicated via a red background.

Conditions operating within acceptable limits will be indicated via a green background.

The Level Vehicle page will indicate the following information:

The grade of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of grade shown in text format. The symbol will tilt dependent on the vehicle grade.

The slope of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of slope shown in text format. The symbol will tilt dependent on the vehicle slope.

Outriggers status will be indicated via a colored symbol for each outrigger present. Each outrigger status will be defined as one of the following:

Outrigger stowed indicated with a silver pan located close to the vehicle

Outrigger fully extended indicated with a fully deployed green outrigger

Outrigger short-jacked indicated by a yellow outrigger partially deployed

Outrigger not set indicated by a red outrigger that is not set on the ground

A text box located on the vehicle symbol will be utilized to identify the overall status of the outrigger leveling system. The following status will be indicated in the text box:

Deployed status will indicate all outriggers are properly set on the ground at full extension

Shortjacked status will indicate one or more outriggers are set on the ground but not fully extended.

Not Set status will indicate one or more outriggers is not properly set on the ground.
Stowed status will indicate all outriggers are stowed for vehicle travel.
A bedding assist alert will indicate that the aerial device is being aligned by the Command Zone system as the operator lowers the aerial device into the cradle with the joystick.
At A Glance color features will be utilized on this screen. Caution type conditions will be indicated via a yellow background. Warning type conditions will be indicated via a red background.
Conditions operating within acceptable limits will be indicated via a green background.

Menu Screens

The following screens will be available through the Menu button:

The View System Information screen will display aerial device hours, aerial PTO hours, ladder aligned for stowing, aerial rotation angle, total water flow (if applicable), and aerial waterway valve status (if applicable).

The Set Display Brightness screen will allow brightness increase and decrease and include a default setting button.

The Configure Video Mode screen will allow setting of video contrast, video color and video tint.

The Set Startup screen allows setting of the screen that will be active at vehicle power-up.

The Set Date and Time screen has a 12- or 24-hour format, and allows setting of the time and date.

The View Active Alarms screen shows a list of all active alarms including the date and time of each alarm occurrence and shows all alarms that are silenced.

The System Diagnostics screen allows the user to view system status for each module and its respective inputs and outputs. Viewable data will include the module type and ID number; the module version; and module diagnostics information including input or output number, the circuit number connected to that input or output, the circuit name (item connected to the circuit), status of the input or output, and other module diagnostic information.

Aerial calibrations screen indicates items that may be calibrated by the user and instructions to follow for proper calibration of the aerial device.

Button functions and button labels may change with each screen.

Lower Control Station

A lower control station will be located at the rear of the apparatus in an easily accessible area.

The controls and indication labels will be illuminated for nighttime operation. The following items will be furnished at the lower control station and will be clearly identified and conveniently located for ease of operation and viewing:

Level assist switch

Override switch to override microprocessor

Emergency power unit switch

Turntable Control Station

There will be one (1) device control station located on the left side of the turntable so the operator may easily observe the ladder tip while operating the controls. All elevation, extension and rotation controls will operate from this location. The controls will permit the operator to regulate the speed of the aerial functions, within the safe limits, as determined by the manufacturer and NFPA standards. Each control will be equipped, with a positive lock to hold the control in a neutral position, preventing accidental activation. In addition to the neutral lock, a console cover will be provided at the turntable control station. The controls will be so designed to allow the turntable control station to immediately override the tip controls, if equipped, even if the ladder is being operated by the tip controls.

The following items will also be provided at the turntable control station, clearly identified, lighted for nighttime operation and conveniently located for ease of operation and viewing:

Intercom controls

Tip tracking light switch

Emergency stop switch

Emergency power unit switch

Operator's load chart

Two (2) position switch for selecting aerial operational speed

High Idle

The high idle will be controlled by the microprocessor. The microprocessor will automatically adjust the engine rpm to compensate for the amount of load placed upon the system. The system will include a safety device that allows activation of the high idle, only when the parking brake is set and the transmission is placed in neutral.

0792976	Stabilizers, Ascendant Tandem, Rear Mount Steel, 16' Spread, 18" Pen, MUX	STABILIZERS The vehicle will come equipped with a stabilization system consisting of four (4) hydraulically operated stabilizers. The front two (2) will be out and down style, the rear two (2) will be down only. This system will meet or exceed all requirements of the NFPA specifications related to stabilization and setup on sloped surfaces. The stabilizer/leveling jacks will have a maximum spread of 16' measured from the centerline of the jack footpads when the beams are fully extended. The beams will be 6.88" wide x 9.00" high with 3/4" thick top and bottom plates and 1/2" thick sides of 100,000-PSI minimum yield strength steel. The cylinders will have pilot-operated check valves with thermal relief designed to insure that the beams will not drift out of the stowed position during travel. Wear pads will guide the stabilizers. The horizontal extension cylinders will be totally enclosed within the beams and will incorporate telescoping hydraulic tubing to supply the jack cylinder hydraulic power. Stabilizer hydraulic hoses will remain stationary during operation of the stabilizers to prevent hose wear and potential failure. The cylinders will be equipped with decelerators to reduce the speed of extension and retraction when the beams are near the fully retracted and extended positions. The stabilizer extension hydraulic cylinders will have the following dimensions: 2.25" bore, 1.38" rod, and 39.25" stroke. The vertical jack cylinders will be capable of 18.00" ground penetration. The cylinders will be supplied with pilot operated check valves on each jack cylinder to hold the cylinder in the stowed or working position, should a charged line be severed at any point in the hydraulic system. For safety, the integral holding valves will be located in the cylinder base, NOT in the transfer tube. Vertical jack cylinder rods will be fully enclosed by a telescoping inner box to protect the cylinder rods from damage. The stabilizer jack hydraulic cylinders will have the following dimensions: 4.25" bore, 3.00" rod, and 28.88" stroke. Each stabilizer jack will have a pan that will be a maximum of 14.00" wide so as to allow the extension of the stabilizer between parked cars or other obstacles. This pan will serve as a protective guard and a mounting surface for warning lights. The top, forward, and rear edges will be flanged back 90 degrees for added strength. STABILIZER PADS The stabilizer footpad will be 12.00" in diameter. The footpad will be attached to the jack cylinder rod by means of a machined ball at the end of the jack cylinder rod which mates to a socket machined into the footpad. The footpad will have the ability to pivot 20 degrees from horizontal in any direction to allow setup on uneven terrain. AUXILIARY STABILIZER PADS An auxiliary ground pad will be supplied for each stabilizer to provide additional load distribution on soft surfaces. The pads will be 31" x 26" and made from lightweight composite material. The ground pressure will not exceed 75 pounds per square inch when the ground pads are used and the apparatus is fully loaded and the aerial device is carrying its rated capacity in any position. The pads will be stored in a double stacked configuration, two (2) behind each rear tandem axle in a single bracket. STABILIZER CONTROLS A portable stabilizer control box will be provided. The control box will be weatherproof and oil resistant. Each function and indicator light will be labeled on a metal photo panel. The control box can be taken as far away as 15' from the vehicle with an extension cable. The stabilizer control box will include the following: - One (1) green power indicator light for stabilizer control that will be illuminated when the aerial master and "PTO" switches in the cab are activated. - Four (4) electric toggle switches for stabilizers: each toggle switch will control the extend/retract (front only) and raise/lower of its respective stabilizer to allow vehicle set up in restricted areas and/or on uneven surfaces. - Auto leveling assist switch: The outrigger control system will incorporate a computerized self leveling system in addition to the standard outrigger controls. The operator will have the option to manually or automatically level the truck. The computerized system will ensure full outrigger extension, proper jack penetration, and will level the vehicle within 1/2 a degree of level for safe operation of the aerial device. - One (1) electric toggle switch for the engaging the emergency power unit. - One (1) red "stabilizer not stowed" indicator light: this light will illuminate when the stabilizers are not in the fully stowed position. - Two (2) fully extended beams green indicator lights: these lights will be illuminated when each of the respective stabilizer beams are fully extended. - Four (4) firm on ground green indicator lights: each light will be illuminated when its respective stabilizer shoe is in the load supporting condition. Each toggle switch will activate the engine fast idle automatically. Manual override will be supplied for each stabilizer control valve. A stabilizer deployment audible warning alarm will be provided and activated by the stabilizer movement. A "Stabilizers Not Stowed" indicator will be provided in the driver's compartment. It will illuminate automatically whenever the stabilizers are not fully stowed to prevent damage to the apparatus if moved. The stabilizer system will also be wired to the "Do Not Move Indicator Light", which will flash whenever the apparatus parking brake is not fully engaged and the stabilizers are not fully stowed. CRADLE INTERLOCK SYSTEM A cradle interlock system will be provided, to prevent the lifting of the aerial from the nested position, until the operator has positioned all the stabilizers in a load supporting configuration. A switch will be installed at the cradle, to prevent operation of the stabilizers once the aerial has been elevated from the nested position.
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0809974	Door, Stabilizer Control Box, MUX Aerials	STABILIZER CONTROL BOX DOOR A vertically hinged smooth aluminum door will be provided over the stabilizer control box. The door will be hinged along the outboard edge and be provided with a Southco C2 chrome raised trigger lever latch.
0615058	Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	STABILIZER PLACEMENT There will be two (2) cameras provided and installed on the body, one (1) directly above each stabilizer. The cameras will be activated with a switch in the cab and will provide a picture to specify the fully extended stabilizer position allowing the driver the ability to position the vehicle with the proper clearance for stabilizer deployment.
0793039	Hydraulic System, Ascendant Tandem Axle	HYDRAULIC SYSTEM All hose assemblies will be assembled and crimped by the hose manufacturers certified technician. All manufacturing employees responsible for the installation of hydraulic components will be properly trained. Training will include: proper handling, installation, torque requirements, cleanliness and quality control procedures for hydraulic components. Hoses used in the aerial hydraulic system will be of a premium quality hose with a high abrasion resistant cover. All pressure hoses will have a working pressure of 4000 psi and a burst pressure rating of 16,000 psi. All hydraulic fittings and tubing will be plated to minimize corrosion. The fitting will use an O-ring seal where possible to minimize hydraulic leaks. An interlock will be provided that prevents activation of the hydraulic pump until the transmission is placed in neutral and the parking brake is set as outlined in the current NFPA standard. The system will meet the performance requirement of the current NFPA standard, which requires adequate cooling less than 2.5 hours of operations. All hydraulic components that are non-sealing whose failure could result in the movement of the aerial will comply with current NFPA standards and have burst strength of 4:1. Dynamic sealing components whose failure could cause aerial movement will have a margin of 2:1 on maximum operating pressure per the current NFPA standard. All hydraulic hoses, tubes, and connections will have a minimum burst strength of 4:1 per the current NFPA standard. A chassis mounted positive displacement piston pump for consistent pressure and rapid responses will supply hydraulic power for all aerial operations. The positive displacement pump will provide 3,150psi. The hydraulic pump will be solely dedicated to aerial operations. Each aerial will be evaluated as to the region and climate where it will be used to determine the optimum viscosity and proper oil grade. Oil viscosity will be based on an optimum range of 80 to 1000 SUS during normal aerial use. Before shipment of the unit, an oil sample will be taken and analyzed to confirm the oil is within the allowable ISO grade tolerance. The aerial hydraulic system will have a minimum oil cleanliness level of ISO 18/15/13 based on the ISO 4406:1999 cleanliness standard. Each customer will receive a certificate of actual cleanliness test results and an explanation of the rating system. Each aerial will include an oil sample port, identified with a yellow dust cap and a label, for subsequent customer testing. Ball valves will be provided in the hydraulic suction lines to permit component servicing without draining the oil reservoir. The aerial will incorporate the use of trombone steel tubes inside the stabilizer beams to eliminate hydraulic hose wear and leaks. Hydraulic power to the ladder will be transferred from the pedestal by a hydraulic swivel. The system hydraulic pressure will be displayed on the turntable display. The hydraulic system will be additionally protected from excessive pressure by a secondary pressure relief valve set at 3,150 psi. In the event the main hydraulic pump compensator malfunctions, the secondary relief will prevent system damage. HYDRAULIC CYLINDERS All cylinders used on the aerial device will be produced by a manufacturer that specializes in the manufacture of hydraulic cylinders. Each cylinder will include integral safety holding cartridges. Each cylinder will be designed to a minimum safety factor of 4:1 to failure. All safety holding cartridges will be installed at the cylinder manufacturer, in a controlled clean environment to avoid possible contamination and or failure. POWER TAKEOFF/HYDRAULIC PUMP The apparatus will be equipped with a power takeoff driven by the chassis transmission and actuated by an electric shift, located inside the cab. The power takeoff which drives the hydraulic pump will meet all the requirements for the aerial unit operations. An amber indicator light will be installed on the cab instrument panel to notify the operator that the power takeoff is engaged. An interlock will be provided that allows operation of aerial power only after the chassis spring brake has been set and the chassis transmission has either been placed in the neutral position or drive position after the driveline has been disengaged from the rear axle. The hydraulic system will be supplied by a variable displacement load and pressure compensating piston pump. The pump will meet the demands of all three simultaneous aerial functions. The pump will provide proper flow for single aerial function with the engine at idle speed. A switch will be provided on the control console to increase the engine speed for multiple function operation. EMERGENCY PUMP The hydraulic system will be designed with an auxiliary power unit meeting the guidelines of the current NFPA standard. The aerial will be equipped with an emergency hydraulic pump, electrically driven from the truck batteries. The pump will be capable of running for 30 minutes for limited aerial functions to stow the unit in case of a main pump or truck system failure. A momentary switch will be located at the stabilizer and aerial control locations to activate the emergency pump. AERIAL CONTROL VALVE The aerial hydraulic control valve will be designed with special spool flows, limiting the oil flow for the designed function speed. The valve will be electrically controlled and be located in the control

console with the handles oriented downward for manual operation. The activation handles will be spaced a minimum of 3.50" for ease of operation. The valve spools will be designed to bleed off downstream pressure, in the neutral position and allow proper sealing of any cylinder holding cartridge.

OIL RESERVOIR

The oil reservoir will have a minimum capacity of 38 gallons. The oil fill location will be easily accessible and be labeled "Hydraulic Oil Only" and also indicate the grade of oil that is installed in the reservoir. The fill will have a desiccant breather filter with a water capacity of 4 fluid ounces and a 5 micron rating. A drain hose will be included and will terminate with a quarter turn ball valve.

Two suction ports will be provided, one for the main hydraulic pump and one for the emergency pump. The main suction will be slightly elevated off the bottom of the reservoir and include a 100 mesh suction strainer. The emergency suction port will be closer to the bottom of the reservoir to provide some reserve oil for emergency operation.

A six (6) disc type magnetic drain will also be provided to collect any ferrous contaminants. A float type sending unit in the reservoir will provide an indication of oil level on an electronic display. A temperature sending unit in the reservoir will provide indication of the oil temperature on an electronic display.

The hydraulic oil reservoir will be labeled per the current edition of NFPA standard.

RETURN FILTER

The low pressure oil return filter will be integrated with the hydraulic manifold and designed to prevent oil loss during filter change. A 50 psi bypass will be included to protect the element and hydraulic system during lower than normal operating temperatures. The system will incorporate the following filter to provide dependable service:

return filter: beta 200 at 6 micron

0793037

Swivels, D-Series w/Encoder, ASL-Tandem/Tiller, MUX (28 Collector Rings)

HYDRAULIC SWIVEL

The aerial ladder will be equipped with a three (3) port, high pressure hydraulic swivel which will connect the hydraulic lines from the hydraulic pump and reservoir through the rotation point to the aerial control bank. The hydraulic swivel will allow for 360 degree continuous rotation of the aerial.

ELECTRIC SWIVEL

The ladder will be equipped with an electric swivel to allow 360 degrees rotation of the aerial while connecting all electrical circuits through the rotation point. A minimum of 28 collector rings will be provided that are capable of supplying 30 amp continuous service. All collector rings will be enclosed and protected with desiccant plugs against condensation and corrosion. No oil or silicone will be used.

12-BIT ABSOLUTE ENCODER

The aerial ladder will be equipped with a 12-Bit Absolute Encoder which provides 4096 counts per shaft turn for position and direction reference.

The 12-Bit Absolute Encoder will provide a unique binary word to reference each position and direction for all 360 degrees of rotation.

If the power is interrupted for any reason, the 12-Bit Absolute Encoder will allow power to be returned to the system without having to re-zero the settings.

The 12-Bit Absolute Encoder will be an integral part of a micro-processor based control system.

0805186	Electrical System, ASL Tandem Axle, MUX, 10/8 Cable	ELECTRICAL SYSTEM The standard 8 conductor cable to the tip contains 10 AWG conductors. The 107' heavy duty ladder will utilize a microprocessor-based control system. The system will consist of the following components: A tethered stabilizer control will be provided. The tethered control will be weatherproof and oil resistant. A Super Bright LED indicator light will be labeled on a metal photo panel for each function. The electrical connection at the tethered control will be permanently attached by a strained relieved coil cord that will allow the operator to move 14' away from the electrical connection for operation. Remote Stabilizer Controls Weatherproof and oil resistant One (1) green "power" indicator light One (1) red "stabilizer not stowed" indicator light One (1) electric toggle switch for auto level assist One (1) electric toggle switch for the emergency power unit One (1) electric toggle switch for each stabilizer to control: Extend/retract function (front only) Raise/lower function One (1) green "stabilizer fully extended" indicator light for each front stabilizer One (1) green "firm on ground" indicator light for each stabilizer Control System Modules Each of the control system modules will be configured as follows: Sealed to a NEMA 4 rating Operating range from -40 degrees F to 185 degrees F (-40 degrees C to 85 degrees C) Communicate using J1939 data link Two (2) diagnostic LED light One (1) green light that illuminates when module has power (B+) and ground One (1) red light that flashes to indicate the module is capable of communicating via the data link Ground matrix identification system The following control system modules will be used: Control Module Main controller for the system USB connection allows for computer diagnostics Power Module Built-in fault sensing Eight (8) digital outputs Pulse width modulating (PWM) capable 10A continuous per output Circuit protection based on actual current draw (not affected by heat) Constant Current Module Built-in fault sensing Three (3) analog inputs Eight (8) digital outputs Pulse width modulating (PWM) capable 3A continuous per output Circuit protection based on actual current draw (not affected by heat) Closed Loop System Input Module 16 software selectable (digital or analog) inputs Output Module 16 digital outputs Input/Output Module Eight (8) software selectable (digital or analog) inputs Eight (8) digital outputs
0804781	Aerial Scene Lts Separated into Aerial Tip Category and Aerial Tracking Category	
0805441	Lights, Tip, FRC SRA110-07*, 4lts	TIP LIGHT There will be four (4) Fire Research Model SRA110-07*, 7,000 lumens, 12 volt DC light with CD base Mount and white LEDs, and installed at the tip of the aerial device per the following. The left side tip light to include trapezoid optics. The left side lower tip light to include trapezoid optics. The right side lower tip light to include trapezoid optics. The right side tip light to include trapezoid optics. The painted parts to be black. The lights will be controlled with the tracking lights.
0805150	Lights, Tracking, FRC SRA1**, 2lts	TRACKING LIGHTS There will be two (2) Fire Research® Model SRA1**, 7,000 lumens 12 volt DC lights with white LEDs, black housing(s) and yoke mount installed on the base section of the aerial device. The lights will be mounted below the top edge of the aerial device so the overall height of the apparatus is not affected. The lights will include the following: The left side tracking light to include trapezoid optics. The right side tracking light to include trapezoid optics. The tracking lights will be controlled by a switch located at the turntable, driver side cab switch panel, and passenger side cab switch panel.

0540743	Lights, Stabilizer Warn (2) Sets, Wln M6*C LED, Clear Lens	STABILIZER WARNING LIGHTS There will be our (4) Whelen®, Model M6*C, LED flashing warning lights with Whelen, Model M6FC, chrome flanges installed, one (1) on each stabilizer cover panel. The front stabilizer pan lights will be red LED with a clear lens The rear stabilizer pan lights will be red LED with a clear lens These warning lights will be activated by the same switch as the side warning lights.
0068703	Lights, Grote Supernova LED, Stabilizer Beam, (1) Set	STABILIZER BEAM WARNING LIGHTS Two (2) 4.00" diameter red LED flashing lights will be mounted on each stabilizer, one (1) facing forward and one (1) facing rearward. The lights will be Grote Supernova 40 series LED lights. The lights will be recessed in the horizontal beam of the stabilizer. These warning lights will be activated with the aerial master switch.
0762388	Lights, Stabilizer Scene, (2) sets, Amdor AY-LB-12HW012, LED	STABILIZER SCENE LIGHTS There will be one (1) Amdor®, Model AY-LB-12HW012, 190 lumen, 12" long, white LED strip light installed under each stabilizer beam to illuminate the surrounding area. A total of four (4) lights will be installed. The lights will be activated by the aerial master switch.
0783034	DC Power To Aerial Tip, 13.92 Amps @ 12 Volt DC, ASL	DC POWER CABLE to TIP There will be a cable installed in the aerial device to provide 13.92 amps @ 12 volts DC to the tip of the aerial device.
0737181	Intercom, 2-Way Fire Research ICA910 Hands Free	2-WAY AERIAL COMMUNICATION SYSTEM There will be a Fire Research, Model ICA910, two-way intercom system provided. The control module with an LED volume display and push-button volume control will be located on the turntable operator console. A hands free module will be located at the aerial tip or platform and constantly transmit to the other module unless the control module push-to-talk button is pressed. Each intercom unit will be weatherproof.
0540895	Not Required, Breathing Air to Tip, Aerial Ladder	
0024742	Not Required, Mask, Breathing Air To Tip	
0126600	Raised Pedestal, 3.00", Rear Mount Aerials, AXT, Velocity, Impel, Enf	RAISED AERIAL PEDESTAL The aerial pedestal will be raised to accommodate the height of the cab.
0604457	Lifting Eye Assembly, Rope Rescue Attachment, ASL, LSL	LIFTING EYE ASSEMBLY - ROPE RESCUE ATTACHMENT A lifting eye assembly will be provided that is designed to evenly distribute load at the tip of the aerial. The lift eye assembly is retained by two (2) locking pins, one (1) at each end outboard side of the egress. Leveling is maintained by the lifting eye assembly rotating within the egress mounting. The lifting eye assembly rating will match the capacity rating of the aerial device.
0530826	Turntable Access, ManSaver Bars, Yellow	AERIAL TURNTABLE MANSAYER™ BARS Yellow ManSaver™ bars will be installed at the aerial turntable.

0624672	Waterway, High Flow, 1500 GPM, ASL	WATER SYSTEM A waterway system will be provided consisting of the following components and features: A 5.00" pipe will be connected to the water supply on one end and to a 5.00" internal diameter water swivel at the rotation point of the turntable. The water swivel will permit 360 degree continuous rotation of the aerial device. The 5.00" waterway swivel is to be routed through the rotation point up to the heel pin swivel. The heel pin swivel will allow the water to flow to the ladder pipe while elevating the aerial ladder from -10 degrees to 77 degrees. The heel pivot pin is not integral with the waterway swivel at any point. The design of the waterway will allow complete servicing of the waterway swivel without disturbing the heel pivot pin. The integral telescopic water system will consist of a 4.50" diameter tube in the base section, a 4.00" diameter tube in the inner mid-section, a 3.50" diameter tube in the outer mid-section, and a 3.00" diameter tube in the fly section. The telescopic waterway will be constructed of anodized aluminum pipe. The aerial will be capable of discharging up to 1000 gpm at 100 psi parallel to the ladder and 90 degrees to each side of center while maintaining the rated tip load. The aerial will be capable of discharging between 1001 and up to 1500 gallons per minute at 100 psi parallel to the ladder and 40 degrees to each side of center while maintaining the rated tip load. The master stream will be capable of flow up to 30 degrees above horizontal. An adjustable pressure relief valve will be furnished to protect the aerial waterway from a pressure surge. A 1.50" drain valve will be located at the lowest point of the waterway system. WATERWAY SEALS The waterway seals will be of type-B PolyPak design, composed of nitroxile seal and a nitrile wiper, which together offer maximum stability and extrusion resistance on the waterway. The seal will be capable of withstanding pressures up to 2000 psi, temperatures in excess of 250 degrees Fahrenheit and have resistance to all foam generating solutions. The seals will be internally lubricated. The waterway seals will have automatic centering guides constructed of synthetic thermalpolymer. The guides will provide positive centering of the extendible sections within each other and the base section to insure longer service life and smoother operation.
0632855	Monitor, Akron 3480 StreamMaster II Electric w/Extended Vertical Travel	AERIAL MONITOR An Akron Model 3480 monitor with stow and deploy will be provided at the tip with a Akron 3499 stacked tips and 3485 stream shaper. This monitor will allow for an additional 30 degrees of travel above horizontal at the aerial tip. The monitor's functions will be controlled electrically from two (2) separate locations. One (1) control will be located at the control console and the other at the ladder tip. There will be a courtesy light at the tip of the aerial to illuminate the controls. If the aerial has a quick-lock waterway, a limit switch will be provided to disable the extended vertical travel when the monitor is locked to the lower ladder section.
0010758	Flow Meter, Waterway, PAL, 110' Ascendant, MUX	AERIAL WATERWAY FLOW METER Waterway flow, including total water flowed, will be monitored by the microprocessor. An LCD display will be located at the turntable control station.
0004836	Inlet, 5.00" at Rear w/ Pump, Ascendant Tandem, PAP, PAL	REAR INLET A 5.00" NST inlet to the aerial waterway will be provided at the rear of the apparatus. It will be furnished with a 5.00" chrome plated adapter and a 5.00" chrome plated, long handle cap.
0673128	Quick-Lock Waterway Locking System, 100' HDL, 105' HDL, ASL	WATERWAY LOCKING SYSTEM The aerial ladder waterway monitor will be capable of being positioned at either the fly section or at the next lower section of the ladder. The monitor location will be changeable by the use of a single handle, located at the side of the ladder. The handle, attached to a cam bracket, will simply be moved forward to lock the monitor at the fly section and back to lock it to the previous section. There will be no pins to remove and reinstall. The monitor will be operational at all times, regardless of its position, without connecting or disconnecting electrical lines.
0047897	Tools, Aerial	TOOLS The following tools will be provided for retorquing of all specified bolts as recommended by the manufacturer: Torque Wrench All Required Extensions, Sockets and Adapters 4-to-1 Multiplier
0559494	Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL	MANUALS Two (2) operator maintenance manuals and two (2) wiring diagrams pertaining to the aerial device will be provided with the apparatus at time of pick-up. INITIAL INSTRUCTION On initial delivery of the fire apparatus, the contractor will supply a qualified representative to demonstrate the apparatus and provide initial instruction to the fire department regarding the operation, care, and maintenance of the apparatus for a period of three (3) consecutive days.

0007150	Bag of Nuts and Bolts	LOOSE EQUIPMENT The following equipment will be furnished with the completed unit: One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.
0816502	NFPA Required Loose Equipment, Quint, NFPA/ULC 2024, Provided by Fire Dept	NFPA LOOSE EQUIPMENT NFPA Required Loose Equipment Provided by Fire Department The following loose equipment as outlined in NFPA 1900, 2024 edition, table 8.1 and CAN/ULC S515:2024 edition, section 5.2 will be provided by the fire department: One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 107, <i>American National Standard for High-Visibility Safety Apparel and Accessories</i> , and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front. Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band. Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities. Four (4) ladder belts meeting the requirements of NFPA 2500. NFPA Loose Equipment That Should be Considered The following loose equipment as outlined in NFPA 1900, 2024 edition, appendix table A.8.4 (a) and CAN/ULC S515:2024 edition, section 5.2 should be considered: 800 ft (240 m) of 2.50" (65 mm) or larger fire hose 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose One (1) handline nozzle, 200 gpm min Two (2) handline nozzles, 95 gpm min One (1) playpipe with shutoff and 1", 1.125", and 1.25" tips Four (4) SCBA apparatus Four (4) SCBA spare cylinders One (1) first aid kit. Four (4) salvage covers, each a minimum size of 12 ft x 18 ft (3.6 m x 5.5 m). Four (4) combination spanner wrenches. Two (2) hydrant wrenches. One (1) double female 2.50" adapter with national hose (NH) thread. One (1) double male 2.50" adapter with national hose (NH) thread. One (1) rubber mallet, suitable for use on suction hose connections. One (1) 150 ft (45 m) light-use life safety rope meeting the requirements of NFPA 2500. One (1) 150 ft (45 m) general-use life safety rope meeting the requirements of NFPA 2500. One (1) automatic external defibrillator (AED).
0816941	Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.
0027023	No Strainer Required	
0816939	Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.
0816937	Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.
0007482	Not Required, Crowbars	
0007484	Not Required, Claw Tools	
0816998	Axe, Flathead, Provided by Fire Department	FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.
0817000	Axe, Pickhead, Provided by Fire Department	PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.
0007494	Not Required, Sledgehammers	

0741569	Paint Process / Environmental Requirements, Appleton	PAINT PROCESS The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows: <u>Manual Surface Preparation</u> - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate. <u>Chemical Cleaning and Pretreatment</u> - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. <u>Surfacer Primer</u> - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded. <u>Finish Sanding</u> - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat. <u>Sealer Primer</u> - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated. <u>Basecoat Paint</u> - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment. <u>Clear Coat</u> - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer. After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color. All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly. The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T. standard in critical areas. The manufacture's written paint standards will be available upon request. Environmental Impact Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions: Topcoats and primers will be chrome and lead free. Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals. Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor. Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient. Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean. Paint wastes are disposed of in an environmentally safe manner. Empty metal paint containers will be recycled to recover the metal. Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse. Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.
0709565	Paint, Three-Tone Color, Enforcer	CAB THREE-TONE PAINT The cab will be painted three-tone with the upper section painted #90 red, the middle section painted #101 black, and the lower section painted to match the upper section color. There will be a standard two-tone cab break with an additional break at the roof line provided. There will be a standard cab shield provided.
0709845	Paint, Single Color, Body	BODY PAINT The body will be painted to match the lower section of the cab.

0646901	Paint Chassis Frame Assy, With Liner, E-Coat, Standard	PAINT CHASSIS FRAME ASSEMBLY The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc. Components that are included with the chassis frame assembly that will be painted (unless otherwise stated in a secondary option) are: Frame rails Frame liners Cross members Axles Suspensions Steering gear Battery boxes Bumper extension weldment Frame extensions Body mounting angles Rear Body support substructure (front and rear) Pump house substructure Steel fuel tank Castings Individual piece parts used in chassis and body assembly Components treated with epoxy E-coat protection prior to paint: Two (2) C-channel frame rails Two (2) frame liners The E-coat process will meet the technical properties shown.
0693798	Paint, Front Wheels	FRONT WHEELS PAINT All wheel surfaces, inside and outside, will be provided with powder coat paint #101 black.
0806169	Paint, Rear Wheels, Tandem Axle, TAK-4 T3	REAR WHEELS PAINT All wheel surfaces, inside and outside, will be provided with powder coat paint #101 black.
0733739	Paint, Axle Hubs	AXLE HUB PAINT All axle hubs will be painted black #101.
0639088	Compartment Paint, 909017, Nightspots	COMPARTMENT INTERIOR PAINT Interior of compartments will be painted 909017, Nightspots.
0782203	Aerial Ladder Paint, ASL-Tandem, LSL, E-Coat	AERIAL DEVICE PAINT COLOR The aerial device paint procedure will consist of a six (6) step finishing process as follows: 1. <u>Manual Surface Preparation</u> - All exposed metal surfaces on the aerial device structural components above the rotation point will be thoroughly cleaned and mechanically shot-blasted to remove metal impurities and prepare the aerial for painting. 2. <u>Primer/Surfacer Coats</u> - A two (2) component urethane primer/surfacer will be applied to the mechanically shot-blasted metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. All seams will be caulked with a two (2) component epoxy caulk before painting. 3. <u>Hand Sanding</u> - The primer/surfacer coat of the outer surfaces of the hand rails and base rails will be lightly sanded to a smooth finish. 4. <u>Sealer Primer Coat</u> - A two (2) component sealer primer coat will be applied over the sanded primer. 5. <u>Topcoat Paint</u> - Urethane base coat will be applied to opacity for correct color matching. 6. <u>Clearcoat</u> - Two (2) coats of an automotive grade two (2) component urethane will be applied. Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate. All buy out components, such as monitor, nozzle, gauges, etc. will be supplied as received from the vendor. Removable items such as brackets will be removed and painted separately to ensure paint coverage behind all mounted items. The stabilizer beams and torque box will be treated with E-coat prior to painting to help provide resistance to corrosion and chemicals. The stabilizers and torque box will be painted black. The aerial device components will be painted as follows using the aforementioned six (6) step finishing process: Aerial device ladder sections and extension cylinders: red 90 Aerial egress: #50 red (will be contrasting color to the aerial device ladder) Aerial turntable: red 90 Aerial control console: red 90 Aerial lift cylinders: red 90 Aerial boom support: gloss black primer
0544129	Reflective Band, 1"-6"-1"	REFLECTIVE STRIPES Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" gold stripe at the top with a 1.00" gap then a 6.00" black stripe with a 1.00" gap and a 1.00" gold stripe on the bottom.

0547618	Stripe, Diamond Grade, Chevron, Front Bumper	CHEVRON STRIPING ON THE FRONT BUMPER There will be alternating chevron striping located on the front bumper. The colors will be red and Fluorescent Yellow-Green 983-23 diamond grade. The size of the striping will be 6.00".
0583454	Stripe, Chevron, Rear, Diamond Grade, Aerial	REAR CHEVRON STRIPING There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. Covered surfaces will include the rear wall and aluminum doors. Rear compartment doors, stainless steel access doors, and the rear bumper will not be covered. The colors will be red and fluorescent yellow green diamond grade. Each stripe will be 6.00" in width. This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.
0598754	Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	REFLECTIVE STRIPE ON STABILIZERS There will be a 4.00" wide fluorescent yellow green diamond grade reflective stripe provided on the forward and rear facing side of all aerial stabilizers.
0027341	Jog, In Reflective Stripe, Single or Multiple	JOE(S) IN REFLECTIVE BAND The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately a 45 degrees when installed.
0009131	Stripe, .25" Reflective Outline on Reflective Band	REFLECTIVE OUTLINE STRIPE A .25" gold reflective outline will be applied to the top and the bottom of the reflective band. There will be two (2) set of outline stripes required.
0670033	Stripe, Diamond Grade, Toolboard	TOOLBOARD DIAMOND GRADE STRIPES There will be white diamond grade reflective stripes installed on the one (1) toolboard(s) located with toolboards.
0671880	Stripe, Diamond Grade, Slide Out Tray, Front and Sides	SLIDE OUT TRAY DIAMOND GRADE STRIPES There will be red diamond grade reflective stripes installed on the front and sides of three (3) slide out tray(s) located with trays.
0669645	Stripe, Reflective, Diamond Grade, Inside Aluminum Rub Rail	REFLECTIVE STRIPE INSIDE RUBRAILS A reflective stripe will be provided inside the extruded aluminum rubrails. The reflective material will be red diamond grade. There will be a quantity of four (4) rubrails striped.
0656998	Stripe, Reflective, Chevron/Inverted "V", 1 Color and Paint, On Front Bumper	CHEVRON/INVERTED "V" STRIPING ON THE FRONT BUMPER There will be alternating chevron striping located on the front bumper. The striping will consist of the following colors: The first color will be ruby red The second color will be painted job color. The size of the striping will be 6.00".
0065687	Stripe, Reflective, Cab Doors Interior	CAB DOOR REFLECTIVE STRIPE A 6.00" x 16.00" white reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel. This stripe will meet the current edition of applicable NFPA standards.
0027372	Lettering Specifications, (GOLD STAR Process)	LETTERING The lettering will be totally encapsulated between two (2) layers of clear vinyl.
0686428	Lettering, Gold Leaf, 3.00", (41-60)	LETTERING Forty-one (41) to sixty (60) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.
0686080	Lettering, Reflective, 3.00", (41-60)	LETTERING Forty-one (41) to sixty (60) reflective lettering, 3.00" high, with outline and shade will be provided.
0686201	Lettering, Gold Leaf, 10.00", (1-20)	LETTERING One (1) to twenty (20) genuine gold leaf lettering, 10.00" high, with outline and shade will be provided.

0686202	Lettering, Gold Leaf, 10.00", Each	LETTERING There will be genuine gold leaf lettering, 10.00" high, with outline and shade provided. There will be two (2) letters provided.
0686236	Lettering, Gold Leaf, 5.00", Each	LETTERING There will be genuine gold leaf lettering, 5.00" high, with outline and shade provided. There will be eight (8) letters provided.
0522815	Emblem, American Flag, Waving, Gerber Vision, Pair	EMBLEMS There will be a pair of American flag emblems, installed crew doors. The emblem will be waving and made out of Gerber Vision material.
0029814	Emblem, Maltese Cross, Gold Leaf, 18"-20", Pair	MALTESE CROSS INSTALLATION There will be one (1) pair of maltese crosses, comprised of genuine gold leaf material, provided and installed per print.
0755303	Artwork File, Provided on Custom USB Drive	ARTWORK ON CUSTOM USB DRIVE There will be a custom USB drive with department specific artwork files provided to the Fire Department. Stock artwork, or artwork developed exclusively by Pierce Manufacturing, and proprietary fonts will not be included on the USB drive.
0769768	Lettering, Numerals, Grille, Painted (4-6), All Chassis	LETTERING/NUMERALS ON CAB GRILLE Up to six (6) painted letters/numerals, as determined by the fire department, will be provided on the cab grille.
0772003	Manual, Fire Apparatus Parts, USB Flash Drive, Custom	FIRE APPARATUS PARTS MANUAL There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided. The manual(s) will contain the following: Job number Part numbers with full descriptions Table of contents Parts section sorted in functional groups reflecting a major system, component, or assembly Parts section sorted in alphabetical order Instructions on how to locate parts Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies. Service Parts Internet Site The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.
0772037	Manual, Chassis Service, USB Flash Drive, Custom	CHASSIS SERVICE MANUALS There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit. The manual will contain the following sections: Job number Table of contents Troubleshooting Front Axle/Suspension Brakes Engine Tires Wheels Cab Electrical, DC Air Systems Plumbing Appendix The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.
0773381	Manual, Chassis Operation, (1) USB Flash Drive, Custom	CHASSIS OPERATION MANUAL The chassis operation manual will be provided on one (1) USB flash drive.
0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	ONE (1) YEAR MATERIAL AND WORKMANSHIP A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

0895564	SP	Warranty, Engine, Paccar, 7 Year/200,000 MX Premium	ENGINE WARRANTY A Paccar seven (7) year, 200,000 miles engine warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.
0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	STEERING GEAR WARRANTY A Sheppard three (3) year limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with this proposal.
0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	FIFTY (50) YEAR STRUCTURAL INTEGRITY The Pierce custom chassis frame only (does not include crossmembers) limited warranty certificate, WA0013, is included with this proposal.
0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.
0644874		Warranty, Axle, 3 Year, TAK-4, IRS, WA0249	REAR AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY Pierce TAK-4® independent rear suspension will be provided with a three (3) year material and workmanship limited warranty. The manufacturer's warranty will provide that the independent rear suspension be free from any defect related to material and workmanship on the portion of the apparatus built by the manufacturer that would arise under normal use and service.
0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.
0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	TEN (10) YEAR STRUCTURAL INTEGRITY The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.
0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	TEN (10) YEAR PRO-RATED PAINT AND CORROSION A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.
0524627		Warranty, Electronics, 5 Year, MUX, WA0014	FIVE (5) YEAR MATERIAL AND WORKMANSHIP The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.
0695416		Warranty, Pierce Camera System, WA0188	CAMERA SYSTEM WARRANTY A Pierce fifty four (54) month warranty will be provided for the camera system.
0647720		Warranty, Pierce LED Strip Lights, WA0203	COMPARTMENT LIGHT WARRANTY The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.
0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	TRANSMISSION WARRANTY The transmission will have a five (5) year/unlimited mileage warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission. Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.
0685945		Warranty, Transmission Cooler, WA0216	TRANSMISSION COOLER WARRANTY The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be included with this proposal.
0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	WATER TANK WARRANTY A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.
0596025		Warranty, Structure, 10 Year, Body, WA0009	TEN (10) YEAR STRUCTURAL INTEGRITY The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

0681118	Warranty, ROM, Roll-up Door, 7 Year, WA0206	ROLLUP DOOR MATERIAL AND WORKMANSHIP WARRANTY A R-O-M Corporation rollup door limited warranty will be provided. The mechanical components of the rollup door will be warranted against defects in material and workmanship for a period of seven (7) years. The door ajar switch will be warranted for a period of three (3) years and all other electrical components will be warranted for a period of one (1) year. A seven (7) year limited warranty will be provided on painted rollup doors. The limited warranty certificate, WA0206, is included with this proposal.
0810392	Warranty, Pump, Darley, 10 Year Parts, 3 Year Labor, WA0397	PUMP WARRANTY A Darley pump limited warranty certificate, WA0397, is included with this proposal.
0648675	Warranty, 10 Year S/S Pumping, WA0035	TEN (10) YEAR PUMP PLUMBING WARRANTY The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.
0641372	Warranty, Foam System, Not Available	
0006999	Warranty, Structure, 20 Year, Aerial Device, WA0052	TWENTY (20) YEAR AERIAL DEVICE STRUCTURAL INTEGRITY WARRANTY The Pierce device limited warranty certificate, WA0052, is included with this proposal.
0687388	Warranty, Swivels, 5 Year, Aerial Device, WA0197	AERIAL SWIVEL WARRANTY An Amity five (5) year limited swivel warranty will be provided. A copy of the warranty certificate will be included with this proposal.
0685727	Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	HYDRAULIC SYSTEM COMPONENTS WARRANTY Aerial hydraulic system components will be provided with a five (5) year material and workmanship limited warranty. HYDRAULIC SEAL WARRANTY Aerial hydraulic seals will be provided with a three (3) year material and workmanship limited warranty. A copy of the warranty certificates is included with this proposal.
0687327	Warranty, Waterway, 10 Year, Aerial Device, WA0198	AERIAL WATERWAY WARRANTY An Amity ten (10) year limited waterway warranty will be provided. A copy of the warranty certificate is included with this proposal.
0595860	Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	FOUR (4) YEAR PRO-RATED PAINT AND CORROSION A Pierce aerial device limited pro-rated paint warranty certificate, WA0047, is included with this proposal.
0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	TEN (10) YEAR PRO-RATED PAINT AND CORROSION A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.
0595421	Warranty, Goldstar, 3 Year, Apparatus, WA0018	THREE (3) YEAR MATERIAL AND WORKMANSHIP The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.
0819254	Certification, Vehicle Stability, CD0196	VEHICLE STABILITY CERTIFICATION The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1900, current edition, section 7.14, Vehicle Stability. The certification is included with this proposal.
0808565	Certification, Engine Installation, Enf, Paccar MX, 2027	ENGINE INSTALLATION CERTIFICATION The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.
0686786	Certification, Power Steering, CD0098	POWER STEERING CERTIFICATION The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification is included with this proposal.

0892691	Certification, Cab Integrity, Saber FR/Enforcer, CD0189	CAB INTEGRITY CERTIFICATION The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below: SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks. European Occupant Protection Standard ECE Regulation No.29. SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks. Side Impact The cab will be subjected to dynamic preload where a 14,320-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident. Frontal Impact The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420. Additional Frontal Impact The same cab will withstand a frontal impact of 65,098 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420) Roof Crush The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons. Additional Roof Crush The same cab will be subjected to a roof crush force of 110,000 lbs. (Four and a half times the load criteria of ECE 29) The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area. There will be no exception to any portion of the cab integrity certification. Nonconformance will lead to immediate rejection of bid.
0631973	Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	CAB DOOR DURABILITY CERTIFICATION Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.
0631978	Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	WINDSHIELD WIPER DURABILITY CERTIFICATION Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 <i>Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles</i>. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.
0631974	Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	ELECTRIC WINDOW DURABILITY CERTIFICATION Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.
0631977	Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	SEAT BELT ANCHOR STRENGTH Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria. SEAT MOUNTING STRENGTH Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

0735949	Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	PERFORMANCE CERTIFICATIONS Cab Air Conditioning Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria. Cab Defroster Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles.<i>The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.</i> Cab Auxiliary Heater <i>Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.</i>
0545073	Amp Draw Report, NFPA Current Edition	AMP DRAW REPORT The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system. The manufacturer of the apparatus will provide the following: Documentation of the electrical system performance tests. A written load analysis, which will include the following: The nameplate rating of the alternator. The alternator rating under the conditions specified per: Current edition of applicable NFPA standards. The minimum continuous load of each component that is specified per: Current edition of applicable NFPA standards. Additional loads that, when added to the minimum continuous load, determine the total connected load. Each individual intermittent load. All of the above listed items will be provided by the bidder per the current edition of applicable NFPA standards.
0002758	Amp Draw, NFPA/ULC Radio Allowance	
0799248	Appleton/Florida BTO	
0000049	Ascendant BODY	
0000012	PIERCE CHASSIS	
0735525	PACCAR MX13 ENGINE	
0046396	EVS 4000 Series TRANSMISSION	
0018574	DARLEY PUMP	
0020009	POLY TANK	
0028047	NO FOAM SYSTEM	
0020006	SIDE CONTROL	
0020007	AKRON VALVES	
0020015	ABS SYSTEM	
0755453	AERIAL BASE	



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

DATE: November 4, 2024
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Consider a resolution authorizing the sale of approximately 23 acres of Town property located at 10300 Dunham Road in consideration for the transfer of title to an approximately 97-acre parcel of land to the Town at 3900 Haynes Road for future recreational purposes, both properties being located within the Town's Tax Increment Reinvestment Zone No. 2.**

BACKGROUND: The purpose of this item is to authorize the Town Manager or his designee to take all steps necessary to effectuate the sale of the Town's 23-acre parcel located at 10300 Dunham Road and acquire 97-acres at 3900 Haynes Road.

This property exchange, or land swap, was first discussed as part of the [Furst Ranch development application](#), which was approved on October 3, 2022. The Furst Ranch developer is acquiring the 97 acres from Oncor who purchased approximate 156 acres along Haynes Road for a substation. The Oncor substation was approved by the Planning and Zoning Commission on [August 28, 2023](#).

The 97 acres is located on the north side of the Oncor substation and is being dedicated to the Town to satisfy a portion of the park dedication requirements for the Furst Ranch development. The net park credit is 74 acres.

The Town's 23-acre parcel is commonly known as the Dunham Ranch Recreational Area (DRRA), which is currently undeveloped, and was to include the Town's [Denton Creek reuse water plant](#) and ballfields to fulfill water reuse and recreational needs in western Flower Mound. This Town is swapping this property for the 97 acres.

The DRRA is not designated as a public park and as such is not subject to the election provisions of Chapter 253 of the Texas Local Government Code.

As with most property acquired by municipalities through dedication, there are restrictions contained within the deed (Attachment 2). The restrictions for the 97 acres are as follows:

- a. the Property shall be used by the Town only
 - 1. as public park land and for park related uses, including storing park maintenance equipment adjacent to the Oncor substation – all for the educating and recreating use and enjoyment of the general public and the residents of the Town of Flower Mound, Texas;
 - 2. for environmental and outdoor education within a public park setting;
 - 3. for a reuse water system identified in the Town's Denton Creek Reuse Water Master Plan, as may be amended,
 - 4. for water detention;
 - 5. for drilling a water well or wells; and

6. for a cell tower located no further north than the northern most property line of the Oncor Dunham Substation to the Dunham Road right-of-way line; and
- b. the name of the park developed on the Property shall be the Samuel G. Tate Athletic Complex at Furst Ranch.

There are no concerns from staff on these restrictions as they are in line with how the Town plans to use the 97 acres to fulfill water reuse and recreational needs in western Flower Mound.

The details on the naming of the park are addressed in consent item J6 on this agenda. If the Council approves this resolution, Samuel G. Tate Athletic Complex at Furst Ranch will be the official name of the park.

Because the property is on the north side of the Oncor substation, the property will be encumbered by Oncor easements for the purposes of constructing, and operating, electric transmission and distribution lines. The easements combine for a total width of 340 feet. Improvements are limited in the easement and subject to approval by Oncor. In preliminary discussions with Oncor, parking is allowed within the easement, and final approval will be attained through a future encroachment agreement once the park is designed.

The park land dedication credit is memorialized on Exhibit C of the 97-acre deed. As mentioned above, the dedication of the 97 acres entitles the Furst Ranch developer to a 1:1 park land credit for the net 74 acres dedicated to the Town. In the event the Town cannot use the Oncor easement as planned, the credits will be reduced by an amount equal to the area the Town cannot use for parking.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The Council may choose not to execute the land swap.

FISCAL IMPACT: N/A
N/A

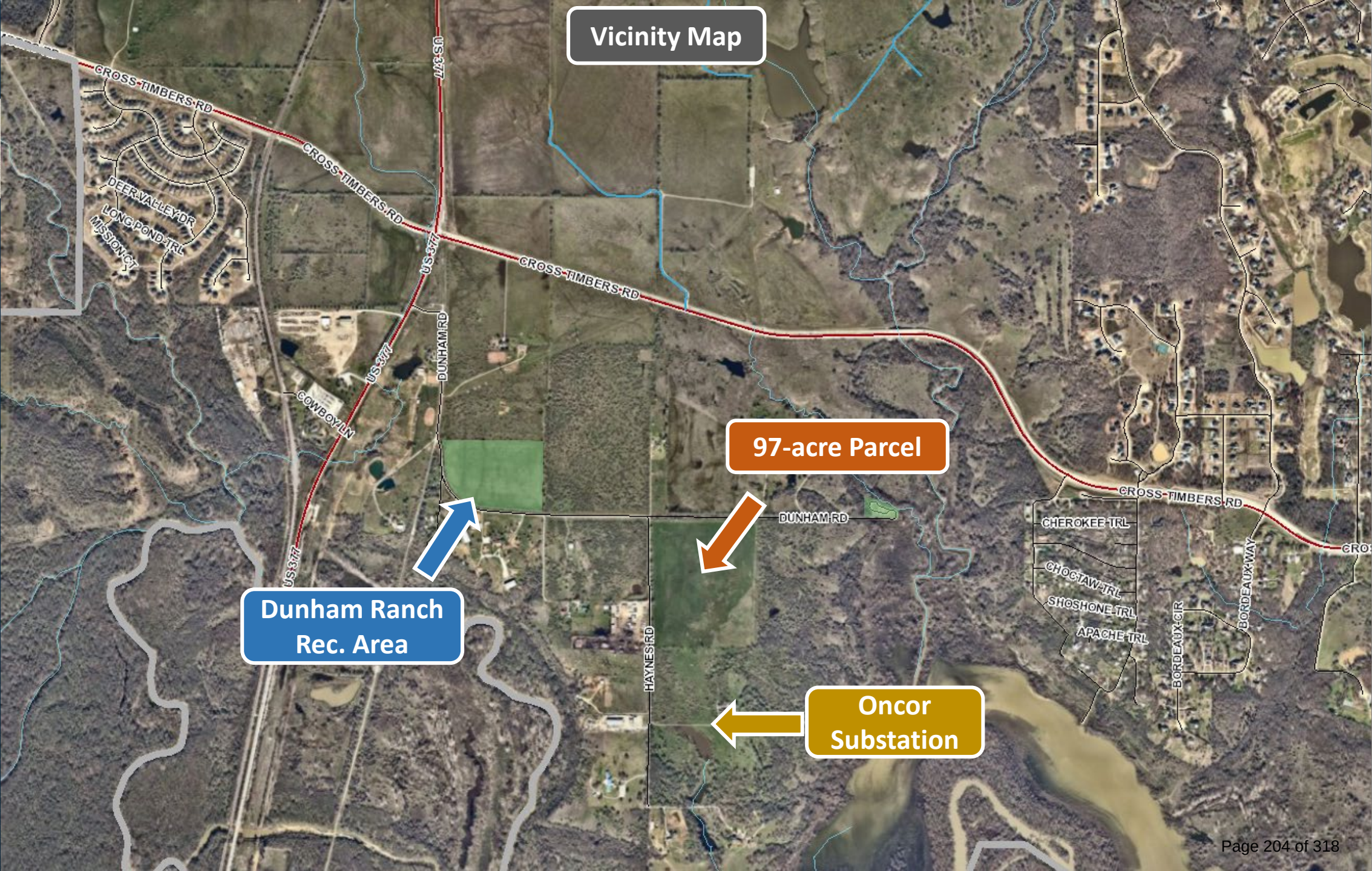
LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Vicinity Map
2. Deed for 97-Acre Parcel
3. Deed for 23-Acre Parcel
4. Draft Resolution

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

Vicinity Map



Dunham Ranch
Rec. Area

97-acre Parcel

Oncor
Substation

Vicinity Map

23.156 ac.

97-acre Parcel

Dunham Ranch
Rec. Area

97.00 ac.

Oncor
Substation

SPECIAL WARRANTY DEED
(Samuel G. Tate Athletic Complex at Furst Ranch)

Date: November 5, 2024

Grantor: OLD WR RANCH I, L.P., a Texas limited partnership

Grantor's Mailing Address: 2591 Lakeside Parkway, Suite 100, Flower Mound, Texas 75022

Grantee: TOWN OF FLOWER MOUND, TEXAS

Grantee's Mailing Address: 2121 Cross Timbers Road, Flower Mound, Texas 75028

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the additional consideration described on Exhibit C ("Additional Consideration").

Property (including any improvements):

The real property more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference for all purposes.

Reservations from Conveyance:

For Grantor and Grantor's successors, and assigns forever, a reservation of all subsurface oil, gas, and other minerals in and under and that may be produced from the Property, but Grantor waives all rights of ingress and egress to the surface of the Property for the purpose of capturing, exploring, developing, mining or drilling for same. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the subsurface oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that (i) these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property; and, (ii) no oil, gas or other drilling, production or transportation operations of any kind, including but not limited to the drilling, placement, or casing of any well, meter, pipeline shall take place or be situated within 200 feet of the surface of the Property.

Exceptions to Conveyance and Warranty:

Oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantee assumes and agrees to pay the general real estate taxes and special assessments for 2024 and subsequent years not yet due and payable, and any subsequent tax assessment due to a change in land usage or ownership or both; provided, however Grantee reserves the right to resist the imposition and payment of any assessment or tax that Grantee contends does not apply to a Texas home rule municipality.

Deed Restrictions:

The Property shall be subject to the following restrictions (collectively, the "Deed Restrictions"): (a) the Property shall be used by Grantee only (i) as public park land and for park related uses, including storing park maintenance equipment adjacent to the Oncor substation – all for the educating and recreating use and enjoyment of the general public and the residents of the Town of Flower Mound, Texas; (ii) for environmental and outdoor education within a public park setting; (iii) for a reuse water system identified in the Town's Denton Creek Reuse Water Master Plan, as may be amended, (iv) for water detention; (v) for drilling a water well or wells; and (vi) for a cell tower located no further north than the northern most property line of the Oncor Dunham Substation to the Dunham Road right-of-way line; and (b) the name of the park developed on the Property shall be the Samuel G. Tate Athletic Complex at Furst Ranch. The restricted areas are depicted in Exhibit E.

Grantor, but not any other party, affiliate, successor or assign maintains the right to enforce the Deed Restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate the Deed Restrictions, either to prevent the violation or to require its correction.

Grantor, for the Additional Consideration, which includes issuance of the Park Land Dedication credits by Grantee as described in Exhibit C, and subject to the Reservations from Conveyance, the Exceptions to Conveyance and Warranty, and the Deed Restrictions, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty. In addition, on behalf of Grantor, the person executing this Special Warranty Deed has been duly authorized to do so and makes the representations and covenants required by Texas law and described in Exhibit D.

Grantee represents and warrants to Grantor that: (i) Grantee has the legal authority to enter into and agree to the terms of this Special Warranty Deed, including the Additional Consideration terms; (ii) this Special Warranty Deed has been duly approved by the Town of Flower Mound Town

Council in compliance with all applicable requirements of Texas law including, but not limited to, the Texas Open Meetings Act and the Town's home rule charter; (iii) the person executing this Special Warranty Deed on behalf of Grantee has been duly authorized by the Town of Flower Mound Town Council to do so; and (iv) this Deed is binding on and enforceable against the Grantee in accordance with its terms.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR, EXCEPT FOR THE WARRANTY OF TITLE INCLUDED IN THIS SPECIAL WARRANTY DEED (AS LIMITED HEREBY), EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE (COLLECTIVELY, "ENVIRONMENTAL PROBLEMS"); OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE DATE OF THIS SPECIAL WARRANTY DEED THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE. AS OF THE DATE OF THIS DEED GRANTOR HAS NO ACTUAL KNOWLEDGE OF THE PRESENCE OF ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the same Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee, without express or implied warranty, the strips or gores, if any, between the Property and abutting properties and land lying in or under any public thoroughfare, opened or proposed, abutting or adjacent to the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded as to the Property conveyed by this paragraph.

When the context requires, singular nouns and pronouns include the plural.

[The remainder of this page has been intentionally left blank.]

Executed this _____ day of November, 2024.

GRANTOR:

OLD WR RANCH I, L.P.,
a Texas limited partnership

By: Old WR Ranch LLC,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of November, 2024, by _____, _____ of Old WR Ranch, LLC, a Texas limited liability company and general partner of Old WR Ranch I, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

AGREED TO BY GRANTEE:

ATTEST:

TOWN OF FLOWER MOUND, TEXAS

Theresa Scott, Town Secretary

Cheryl Moore, Mayor

APPROVED AS TO FORM:

Bryn Meredith, Town Attorney

STATE OF TEXAS)
)
COUNTY OF DENTON)

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

Notary Public, State of Texas

Exhibits:

Exhibit A – Description of Property (97-Acre Park)

Exhibit B – Description of Benefitted Property

Exhibit C – Additional Consideration

Exhibit D – Grantor's State Law Representations and Covenants

Exhibit E – Depiction of Restricted Area

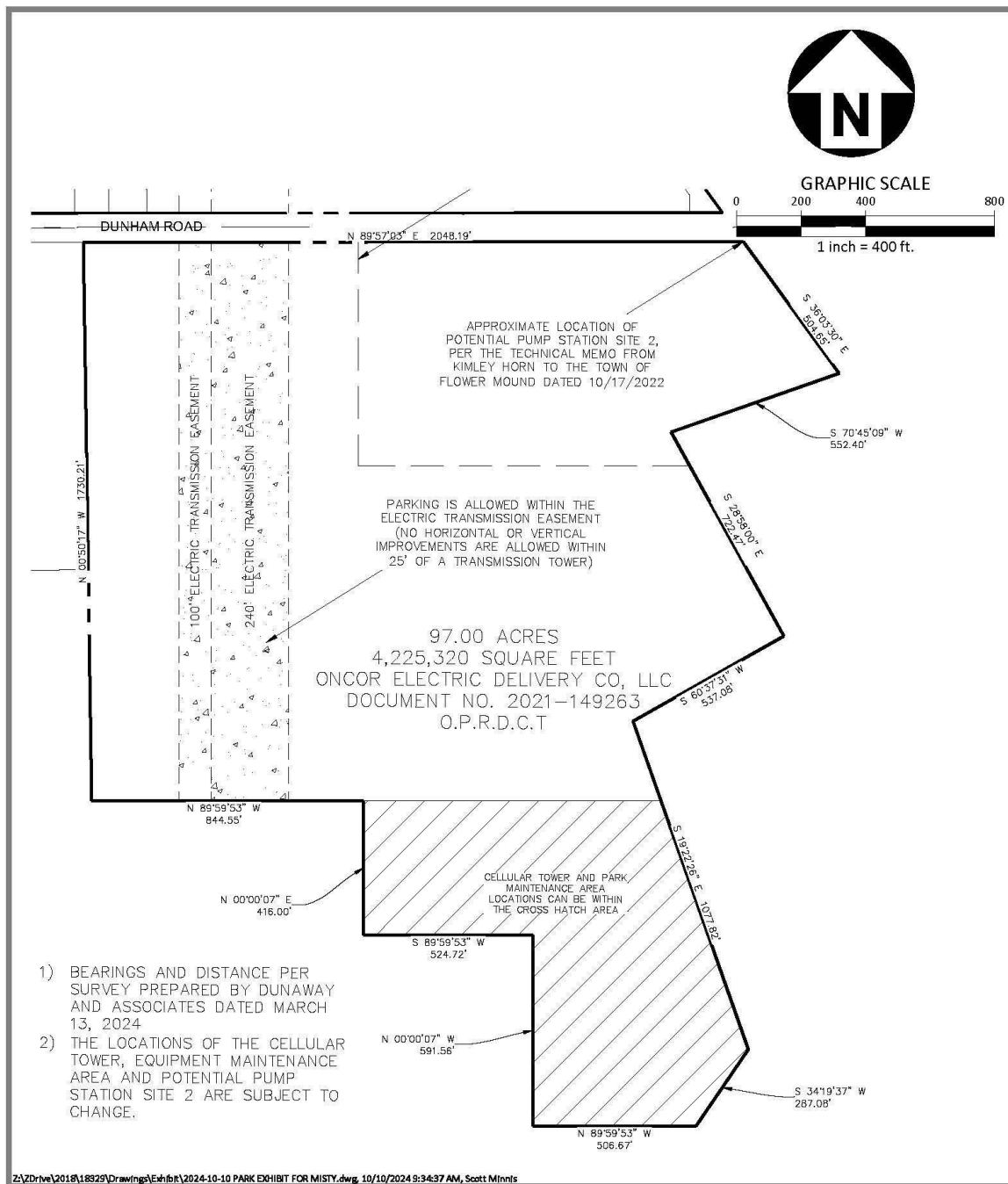
When recorded, return to:

OLD WR RANCH I, L.P.
2591 Lakeside Parkway, Suite 100
Flower Mound, Texas 75022

Exhibit A – Description and Depiction of Property

EXHIBIT 'A'		
METES AND BOUNDS		
BEING a 97.000 acre tract of land situated in the Rhody King Survey, Abstract No. 700, Town of Flower Mound, Denton County, Texas, being a portion of the tract of land described in deed to Oncor Electric Delivery Co, LLC recorded in Document Number 2021-149263, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), said 97.000 acre tract of land being more particularly described as follows;		
BEGINNING at a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY" on a line 25 feet east of and parallel to the west line of said Oncor tract, said POINT OF BEGINNING being locatable by NAD 83 Grid Coordinates N: 7,063,694.00', E: 2,368,965.13';		
THENCE North 00 degrees 50 minutes 17 seconds West, along a line 25 feet east of and parallel to the west line of said Oncor tract, a distance of 1,730.24 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY" on the the south right-of-way line of Dunham Road (90 foot wide right-of-way), from which a 5/8-inch iron rod found for the northeast corner of a tract of land described in deed to Leslie Juanelle Turner Jones as recorded in Document Number 2015-7233, O.P.R.D.C.T. bears South 89 degrees 57 minutes 03 seconds West, a distance of 25.00 feet;		
THENCE North 89 degrees 57 minutes 03 seconds East, along the south right-of-way line of said Dunham Road, a distance of 2,048.19 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964" for northwest corner of a tract of land described as Tract No. E-410 in deed to United States of America as recorded in Volume 375, Page 130, Deed Records of Denton County Texas (D.R.D.C.T.);		
THENCE along the common line of said Oncor tract and said United States of America tract the following courses and distances:		
South 36 degrees 03 minutes 30 seconds East, a distance of 504.65 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 2009";		
South 70 degrees 45 minutes 09 seconds West, a distance of 552.40 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964";		
South 28 degrees 58 minutes 00 seconds East, a distance of 722.47 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964";		
South 60 degrees 37 minutes 51 seconds West, a distance of 537.08 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964";		
South 19 degrees 22 minutes 26 seconds East, a distance of 1,077.82 feet to found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964";		
South 34 degrees 19 minutes 37 seconds West, a distance of 287.08 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";		
THENCE departing said common line, over and across said Oncor tract, the following courses and distances:		
North 89 degrees 59 minutes 53 seconds West, a distance of 506.67 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";		
North 00 degrees 00 minutes 07 seconds East, a distance of 591.56 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";		
North 89 degrees 59 minutes 53 seconds West a distance of 524.72 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";		
North 00 degrees 00 minutes 07 seconds East, a distance of 416.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";		
North 89 degrees 59 minutes 53 seconds West, a distance of 844.55 feet to the POINT OF BEGINNING.		
CONTAINING a computed area of 97.000 acres or 4,225,320 square feet of land, more or less.		
The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone. Distances and areas hereon are surface values. A combined scale factor of 0.999849393 was used for this project.		
PAGE 1 OF 1		
A plat of even date accompanies this metes and bounds description. B005700.147 MARCH 13, 2024  DUNAWAY 550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107 Tel: 817.335.1121 TEXAS REGISTERED SURVEYING FIRM NO. 10098100	Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.	 SURVEY OF 97.000 ACRES LOCATED IN THE RHODY KING SURVEY, ABSTRACT NO. 700, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PLOTTED BY: Kory J. King, ONS, L, Tuesday, September 24, 2024 AT: 1:19 PM FILED IN: F:\005700_5700.147 Dunham-Survey\Crowding-Metes-Bounds\005700_147 Oncor-Boundary\005700_147.dwg



Z:\ZDrive\2018\18329\Drawings\Exhibit\2024-10-10 PARK EXHIBIT FOR MISTY.dwg, 10/10/2024 9:34:37 AM, Scott Minns



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

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

www.mcadamsco.com

FURST RANCH

97-ACRE PARK

TOWN OF FLOWER MOUND, TEXAS

PLAN INFORMATION

PROJECT NO. 18329
FILENAME
2024-10-10 PARK EXHIBIT FOR MISTY
CHECKED BY XXX
DRAWN BY SM
SCALE 1"=400'
DATE 10. 10. 2024

Exhibit B – Legal Description and Depiction of Benefitted Property

Metes and Bounds Description of the Mixed Use Property

LEGAL DESCRIPTION - 317.014 ACRES

Being all of that certain lot, tract or parcel of land situated in the Ruth Allen Survey, Abstract Number 15, the B. B. B. & C. Railway Co. Survey, Abstract Number 187, the P. W. Caspary Survey, Abstract Number 277, the A. B. Danks Survey, Abstract Number 368, the J. C. McGowan and C. G. Pitcock Survey, Abstract Number 959 and the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being a portion of old U. S. Highway 377 as evidenced by that certain called 1.62 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 260, Page 488 of the Deed Records of Denton County, Texas, and that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and being part of that certain called 126.062 acre tract of land described as Tract B in deed in favor of Old WR Ranch I, L.P., recorded in Document 2006-41222 of the Real Property Records of Denton County, Texas, and being part of that certain called 1.892 acre tract of land described as Tract I and all of that certain called 62.678 acre tract of land described as Tract II in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2008-41355 of the Real Property Records, Denton County, Texas, and being all of that certain called 23.156 acre tract of land described in deed in favor of the Town of Flower Mound, recorded in Document No. 2015-118055 of the Real Property Records of Denton County, Texas, and being all of that certain called 6.220 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2016-73841 of the Real Property Records of Denton County, Texas, and being all of that certain called 44.53 acre tract of land described in deed in favor of SWC 1171-377, LTD, recorded in Document Number 2017-156273 of the Real Property Records of Denton County, Texas, and being all of that certain called 41.59 acre tract of land described in deed in favor of SWC 1171-377, LTD, recorded in Document Number 2017-156264 of the Real Property Records of Denton County, Texas, and being all of that certain called 8.756 acre tract of land described in deed in favor of Old WR Ranch I, L.P., recorded in Document Number 2020-1391 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the northwest corner of said 62.678 acre tract, being on the east line of U. S. Highway 377 as evidenced by said 12.32 acre tract at the southwest corner of that certain called 3.12 acre tract described in deed in favor of the United States of America recorded in Volume 490, Page 230 of the Deed Records of Denton County, Texas, and being on the south line of F. M. 1171 according to said 3.12 acre tract;

THENCE S 74°01'20" E, with the south line of said F. M. 1171 and the north line of said 62.678 acre tract, passing at 1072.29 feet a 1/2" capped rebar found (G&A) at the northeast corner thereof, being the northwest corner of said 6.220 acre tract, continuing with the north line of said 6.220 acre tract, passing at 1360.32 feet a 5/8" rebar found at the northeast corner thereof, being the most northerly northwest corner of said 44.53 acre tract and the southeast corner of said 3.12 acre tract and being the southwest corner of that certain called 3.24 acre tract of land described as Tract No. F-560E in deed in favor of the United States of America recorded in Volume 480, Page 317 of the

Deed Records of Denton County, Texas, continuing with the north line of said 44.53 acre tract, passing at 2068.67 feet a 1/2" capped rebar found (KAZ) at the northeast corner thereof, being the most northerly northwest corner of said 41.59 acre tract, continuing with the north line of said 41.59 acre tract, passing at 2768.65 feet a 1/2" capped rebar found (WALTERS) at the northeast corner thereof, being the northwest corner of said 126.062 acre tract and the southwest corner of said 3.24 acre tract and being the southwest corner of that certain called 6.95 acre tract of land described as Tract No. E-421E-2 in deed in favor of the United States of America recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas, continuing with the north line of said 126.062 acre tract a total distance of 3437.21 feet to a Texas Department of Transportation (TXDOT) brass disc in concrete found;

THENCE S 62°41'10" E, 101.98 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 73°59'45" E, 150.00 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 85°18'25" E, 101.97 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 73°59'45" E, 55.86 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the west corner of that certain called 0.0935 acre tract described as Parcel 8, Part One in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas;

THENCE S 66°32'15" E, 120.16 feet continuing with the south line of said F. M. 1171 and the south line of said 0.0935 acre tract to the west line of that certain called 0.30 acre tract of land described as Tract No. E-421E-4 in Judgement on Declaration of Taking styled United States of America v. Frank A. Schultz, et al, recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas;

THENCE S 16°00'15" W, 84.40 feet with the west line of said 0.30 acre tract to the southwest corner thereof;

THENCE S 73°59'45" E, 51.78 feet with the south line of said 0.30 acre tract to a point of curvature of a curve to the left;

THENCE continuing with the south line of said 0.30 acre tract with said curve to the left having a radius of 2060.08 feet, a central angle of 02°02'13" and an arc length of 73.24 feet, whose chord bears S 75°00'51" E, a distance of 73.23 feet to the southeast corner of said 0.30 acre tract;

THENCE N 16°00'15" E, 84.91 feet with the east line of said 0.30 acre tract to the south line of said F. M. 1171 and the south line of said 0.0935 acre tract;

THENCE S 88°08'40" E, 80.25 feet with the south line of said F. M. 1171 and the south line of said 0.0935 acre tract to the east corner thereof, being on the north line of said 126.062 acre tract;

THENCE continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract with a curve to the left having a radius of 1960.08 feet, a central angle of 13°14'13" and an arc length of 452.84 feet, whose chord bears S 85°02'01" E, 451.83 feet;

THENCE N 88°19'10" E, 165.66 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the northwest corner of that certain called 0.05 acre tract of land described as Tract No. E-421E-5 in deed in favor of the United States of America recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas;

THENCE S 01°40'50" E, 30.00 feet with the west line of said 0.05 acre tract to the southwest corner thereof;

THENCE N 88°19'10" E, 75.00 feet with the south line of said 0.05 acre tract to the southeast corner thereof;

THENCE N 01°40'50" W, 30.00 feet with the east line of said 0.05 acre tract to the northeast corner thereof on the south line of said F. M. 1171 and the north line of said 126.062 acre tract;
THENCE N 88°19'10" E, 445.88 feet with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the west corner of that certain called 0.1103 acre tract described as Parcel 8, Part Two in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas;

THENCE S 87°49'20" E, 355.49 feet with the south line of said 0.1103 acre tract to the southeast corner thereof on the east line of said 126.062 acre tract and the southerly line of that certain called 96.2 acre tract of land described as Parcel No. 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE S 59°11'00" W, 246.05 feet with the southerly line of said 96.2 acre tract and the east line of said 126.062 acre tract to a United States Army Corps. of Engineers (USACE) concrete monument with disk stamped E-136 found;

THENCE S 34°55'00" W, 185.34 feet continuing with the southerly line of said 96.2 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-135 found at the most westerly southeast corner of said 96.2 acre tract, being the northeast corner of that certain called 16.17 acre tract described as Tract No. 2 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE S 18°57'00" W, 222.73 feet with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-134 found;

THENCE S 25°42'00" E, 303.21 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-133 found;

THENCE S 55°18'00" E, 312.11 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-132 found;

THENCE S 77°46'30" E, 442.71 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-131 found;

THENCE S 30°48'15" W, 283.52 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-130 found;

THENCE S 52°12'30" W, 342.75 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-129 found;

THENCE S 27°46'30" W, 320.16 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-128 found;

THENCE N 40°56'10" W, 379.10 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-127 found;

THENCE N 27°08'40" W, 393.47 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-126 found;

THENCE N 48°15'00" W, 232.20 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-125 found;

THENCE S 13°00'30" E, 541.66 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-124 found;

THENCE S 87°41'30" W, 164.26 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-63 found at the southwest corner of said 16.17 acre tract, being on the west line of that certain called 101 acre tract of land described as Tract No. E-416 in Judgement on Declaration of Taking styled United States of America v. J. F. Crites, et al, recorded in Volume 374, Page 149 of the Deed Records of Denton County, Texas;

THENCE S 28°35'00" W, 559.24 feet with the west line of said 101 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-62 found;

THENCE S 36°00'00" E, 244.64 feet continuing with the west line of said 101 acre tract and the east line of said 126.062 acre tract to the southeast corner thereof, being on the north line of Dunham Road as evidenced by that certain called 1.3 acre tract of land described in deed in favor of Denton County, recorded in Volume 429, Page 155 of the Deed Records of Denton County, Texas;

THENCE S 89°56'35" W, with the south line of said 126.062 acre tract and the north line of said Dunham Road, passing at 1786.1 feet the southwest corner of said 126.062 acre tract, being the southeast corner of that certain called 8.756 acre tract of land described in deed in favor of Old WR Ranch I, L. P., recorded in Document Number 2020-1391 of the Real Property Records of

Denton County, Texas, continuing with the south line of said 8.756 acre tract a total distance of 2008.90 feet to the southwest corner of said 8.756 acre tract, being the most southerly southeast corner of the aforementioned 41.59 acre tract in favor of SWC 1171-377, LTD;

THENCE S 89°57'30" W, 661.45 feet continuing with the north line of said Dunham Road and the south line of said 41.59 acre tract to a 5/8" bolt in concrete found at the southwest corner thereof, being the most southerly southeast corner of the aforementioned 44.53 acre tract in favor of SWC 1171-377, LTD;

THENCE N 89°59'20" W, 665.74 feet with the north line of said Dunham Road and the south line of said 44.53 acre tract to a 1/2" rebar found at the southwest corner thereof, being the southeast corner of said 23.156 acre tract;

THENCE N 86°12'35" W, 772.89 feet with the north line of said Dunham Road and the south line of said 23.156 acre tract;

THENCE northwesterly continuing with the north line of said Dunham Road and the south line of said 23.156 acre tract and with a curve to the right having a radius of 564.70 feet, a central angle of 82°51'30", and an arc length of 816.64 feet, whose chord bears, N 42°10'07" E, 747.32 feet to a 1/2" capped rebar found (Metroplex);

THENCE N 00°48'00" W, 220.47 feet with the east line of said Dunham Road and the west line of said 23.156 acre tract to a 1/2" capped rebar found (Metroplex);

THENCE N 20°15'00" W, 48.51 feet with the east line of said Dunham Road and the west line of said 23.156 acre tract to a 1/2" capped rebar found (Metroplex);

THENCE N 00°14'00" W, passing at 19.50 feet a 1/2" rebar found at the northwest corner of said 23.156 acre tract and the southwest corner of said 62.678 acre tract, and continuing with the west line of said 62.678 acre tract and the east line of said Dunham Road a total distance of 233.64 feet to a 1/2" capped rebar found (G&A), being on the east line of old U. S. Highway 377 as evidenced by the aforementioned 12.32 acre tract in favor of the State of Texas;

THENCE with the west line of said 62.678 acre tract and the east line of said 12.32 acre tract and the east line of said Dunham Road with a curve to the left having a radius of 5789.58 feet, a central angle of 08°10'57" and an arc length of 826.83 feet, whose chord bears N 03°27'09" E, 826.13 feet to the remnants of a broken concrete monument found;

THENCE N 00°37'40" W, 637.69 feet with the west line of said 62.678 acre tract and the east line of said 12.32 acre tract and the east line of said Dunham Road;

THENCE S 89°24'35" W, with the north line of Dunham Road, passing at 140.1 feet the southeast corner of the aforementioned 1.892 acre tract in favor of 64.3 SE 1171/377, LLC, being the northeast corner of that certain called 25,120 square feet tract of land described as Parcel 45 in deed in favor of Denton County recorded in Document Number 2011-17585 of the Real Property Records of Denton County, Texas, continuing with the south line of said 1.892 acre tract and the

north line of said Parcel 45 a total distance of 293.38 feet to the east corner of that certain called 2,473 square feet tract of land described in deed in favor of Denton County, Texas, recorded in Document Number 2010-74475 of the Real Property Records of Denton County, Texas;

THENCE continuing with the north line of Dunham Road and the north line of said 2,473 square feet tract with a curve to the right having a radius of 250.00 feet, a central angle of 06°48'07" and an arc length of 29.68 feet, whose chord bears N 66°32'24" W, 29.66 feet to a TXDOT aluminum disk found;

THENCE N 63°08'20" W, 59.64 feet continuing with the north line of said Dunham Road and the north line of said 2,473 square feet tract to a 5/8" rebar found;

THENCE N 19°42'35" W, 13.31 feet continuing with the north line of said Dunham Road and the north line of said 2,473 square feet tract to the northwest corner thereof, being on the east line of U. S. Highway 377 as evidenced by that certain called 2.9 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed records of Denton County, Texas, and the west line of said 1.892 acre tract;

THENCE with the east line of said U, S, Highway 377 and the west line of said 1.892 acre tract with a curve to the left having a radius of 3879.72 feet, a central angle of 10°12'53" and an arc length of 691.68 feet, whose chord bears N 19°29'37" E, 690.76 feet to the north corner of said 1.892 acre tract;

THENCE N 51°03'55" E, 178.54 feet to the POINT OF BEGINNING, and containing approximately 317.014 acres of land.

LEGAL DESCRIPTION - 69.735 ACRES

BEING all that certain lot, tract or parcel of land situated in the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 224.42 acre tract of land described in deed in favor of Lizzie Curtis, wife of O. M. Curtis, recorded in Volume 100, Page 116 of the Deed Records of Denton County, Texas, and being part of that certain called 141.5 acre tract of land described in deed in favor of O. & C. Freeman Family LTD., recorded in Document Number 1996-48254 of the Real Property Records of Denton County, Texas, and being all that called 59.208 acre tract of land described in deed to SWC 1171-377, LTD, recorded in Document Number 2017-70757 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (Brittan & Crawford) at the southwest corner of said 59.208 acre tract and being the northwest corner of that certain called 29.701 acre tract of land described in deed in favor of Duinink Bros., Inc., recorded in Document Number 1993-22295 of the Real Property Records of Denton County, Texas, and being the southeast corner of that certain called 3.8 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 360, Page 276 of the Deed Records of Denton County, Texas, and being on the east line of the Texas and Pacific Railroad (called 100' right-of-way);

THENCE N 11°39'45" W, 266.74 feet with the west line of said 59.208 acre tract and the east line of said 3.8 acre tract and the east line of said Texas and Pacific Railroad to the beginning of a curve to the right;

THENCE continuing with the west line of said 59.208 acre tract and the east line of said 3.8 acre tract and the east line of said Texas and Pacific Railroad with said curve to the right having a radius of 3769.83', a central angle of 21°51'56" and an arc length of 1438.66 feet, whose chord bears N 01°00'27" E, 1429.94 feet to a 1/2" capped rebar found (BW2) at the northwest corner of said 59.208 acre tract and being the northeast corner of said 3.8 acre tract and being the southeast corner of that certain called 0.31 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 361, Page 580 of the Deed Records of Denton County, Texas, and being on the south line of that certain called 224.42 acre tract of land described in deed in favor of Lizzie Curtis, wife of O. M. Curtis, recorded in Volume 100, Page 116 of the Deed Records of Denton County, Texas;

THENCE continuing with the east line of said 0.31 acre tract and the east line of said Texas and Pacific Railroad, with said curve to the right having a radius of 3769.83', a central angle of 05°32'04" and an arc length of 364.14 feet, whose chord bears N 14°42'27" E, 364.00 feet;
THENCE N 19°52'40" E, 58.67 feet continuing with the east line of said 0.31 acre tract and the east line of said Texas and Pacific Railroad to the south line of F. M. 1171 as evidenced by that certain called 0.3960 acre tract of land described in deed in favor of Denton County, Texas, recorded in Document Number 2010-102518 of the Real Property Records of Denton County, Texas, from which an Aluminum TXDOT monument found at the southwest corner of said 0.3960 acre tract bears N 69°22'15" W, 3.8 feet;

THENCE S 69°22'15" E, 269.66 feet with the south line of said F. M. 1171 and the south line of said 0.3960 acre tract to a 5/8" rebar found at the beginning of a curve to the right;

THENCE continuing with the south line of said F. M. 1171 and the south line of said 0.3960 acre tract with said curve to the right having a radius of 1390.32 feet, a central angle of 15°56'28" and an arc length of 386.82 feet, whose chord bears S 61°24'01" E, 385.57 feet to an aluminum TXDOT monument found at the most easterly corner of said 0.3960 acre tract and being on the south line of that certain called 3.69 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 747, Page 782 of the Deed Records of Denton County, Texas;

THENCE S 49°16'00" E, with the south line of said F. M. 1171 and the south line of said 3.69 acre tract, passing at 609.49 feet the most southerly southeast corner of said 3.69 acre tract and being the most westerly corner of that certain called 3.07 acre tract of land described in Case No. 8079-C, styled State of Texas, et al v. Robert Keck Stahlman, et al, filed April 3, 1975, in the Probate Court of Denton County, Texas, and being on the south line of said 224.42 acre tract and the south line of said 141.5 acre tract and being the most northerly northeast corner of said 59.208 acre tract, continuing with the south line of said 3.07 acre tract and the north line of said 59.208 acre tract a total distance of 898.86 feet to a 1/2" capped rebar found (GW2) at the beginning of a curve to the left;

THENCE continuing with the south line of said F. M. 1171 and the south line of said 3.07 acre tract and the north line of said 59.208 acre tract with said curve to the left having a radius of 1492.40 feet, a central angle of 24°44'13" and an arc length of 644.33 feet, whose chord bears S 61°38'06" E, 639.34 feet to the northeast corner of said 59.208 acre tract;

THENCE S 27°44'50" E, 124.63 feet continuing with the south line of said F. M. 1171 and the south line of said 3.07 acre tract and the north line of said 59.208 acre tract to the most easterly northeast corner of said 59.208 acre tract on the west line of U. S. Highway 377, being the northwest corner of that certain called 25,129 square feet tract described in deed in favor of Denton County, recorded in Document Number 2008-125440 of the Real Property Records of Denton County, Texas;

THENCE S 13°32'10" W, 411.15 feet with the west line of U. S. Highway 377 and the west line of said 25,129 square feet tract and the east line of said 59.208 acre tract;

THENCE S 21°50'30" W, 430.63 feet continuing with the west line of said U. S. Highway 377 and the west line of said 25,129 square feet tract and the east line of said 59.208 acre tract to an aluminum TXDOT monument found at the southwest corner of said 25,192 square feet tract and being the southeast corner of said 59.208 acre tract, from which a United States Army Corps. of Engineers concrete monument with brass cap stamped F-525-7 found at the northeast corner of the aforementioned 29.701 acre tract bears N 89°22'50" E, 18.13 feet;

THENCE S 89°22'50" W, 1719.84 feet with the south line of said 59.208 acre tract and the north line of said 29.701 acre tract to the point of beginning and containing approximately 69.735 acres of land.

LEGAL DESCRIPTION - 549.157 Acres

Being all that certain lot, tract, or parcel of land situated in the Thomas Burrell Survey, Abstract Number 33, the B. B. B. & C. Railway Co. Survey, Abstract Number 154, the B. B. B. & C. Railway Co. Survey, Abstract Number 187, the P. W. Caspary Survey, Abstract Number 277 and the J. N. Denson Survey, Abstract Number 359, Town of Flower Mound, Denton County, Texas, and being part of that certain called 251.99 acre tract of land described as Tract II in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas, and being part of that certain called 1129.061 acre tract of land described as Tract A in deed in favor of Old W.R. Ranch I, LP, recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being part of that certain called 20.206 acre tract of land described as Tract E in deed in favor of Old W.R. Ranch I, LP, recorded in Instrument No. 2004-4122 of the Real Property Records of Denton County, Texas, and being part that certain called 59.352 acre tract of land described in deed in favor of Orric Freeman and Carole Freeman, Trustees of the Freeman Living Trust, recorded in Document Number 2010-52504 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77708 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77709 of the Real Property Records of Denton County, Texas, and being

all of that certain called 0.2402 acre tract of land described as Parcel 12, Part 2 in deed in favor the State of Texas, recorded in Document Number 2019-78788 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, and being on the on the west line of said 20.206 acre tract;

THENCE N 00°39'39" W, with the east line of US 377, the east line of said 12.32 acre tract and the west line of said 20.206 acre tract, passing at 440.28 feet the northwest corner of said 20.206 acre tract, and the northeast corner of said 12.32 acre tract, and being the southwest corner of said 251.99 acre tract and being the southeast corner of that certain called 5.49 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 258 of the Deed Records of Denton County, Texas, continuing with the east line of said 251.99 acre tract and the west line of said 5.49 acre tract a total distance of 475.64 feet;

THENCE N 02°27'46" W, 3092.35 feet with the east line of said US 377 and the west line of said 251.99 acre tract, and the east line of said 5.49 acre tract, passing the northeast corner thereof and the southeast corner of that certain called 6.74 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 277 of the deed records of Denton County, Texas, continuing with the east line of said 6.74 acre tract to the westerly northwest corner of said 251.99 acre tract, and being the southwest corner of said 59.352 acre tract and being the southwest corner of that certain called 0.6168 acre tract of land described as Parcel 12, Part 1 in deed in favor of the State of Texas, recorded in Document Number 2019-78788 of the Real Property Records of Denton County, Texas;

THENCE N 89°47'30" E, 18.93 feet continuing with the east line of U. S. Highway 377, with the north line of said 251.99 acre tract and the south line of said 59.352 acre tract, and the south line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT) at the southeast corner of said 0.6168 acre tract;

THENCE N 02°28'10" W, 1152.35 feet, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT);

THENCE N 08°55'00" E, 66.28 feet, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT);

THENCE N 02°28'10" W, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract and passing at 420.46 feet a 1/2" capped rebar found (TXDOT) at the northeast corner thereof, and being on the east line of said 6.74 acre tract and the north line of said 59.352 acre tract, and continuing a total distance of 583.66 feet;

THENCE N 89°44'45" E, 1449.00 feet with the north line of said 0.2402 acre tract and the north line of said 59.352 acre tract to the northeast corner thereof, being the most northerly northwest corner of said 251.99 acre tract;

THENCE S 89°18'15" E, 793.69 feet with the north line of said 251.99 acre tract;

THENCE S 50°00'00" E, 800.00 feet;

THENCE S 25°00'00" W, 500.00 feet;

THENCE S 45°00'00" E, 800.00 feet;

THENCE S 40°00'00" W, 250.00 feet;

THENCE S 25°00'00" E, 500.00 feet;

THENCE South, 700.00 feet;

THENCE S 50°00'00" E, 1400.00 feet;

THENCE S 04°54'40" W, 768.98 feet to a United States Army Corps. of Engineers (USACE) concrete monument with disk stamped E-155 found on the south line of that certain called 96.2 acre tract of land described as Parcel No. 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton, recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE with the south line of said 96.2 acre tract the follow courses and distances:

S 08°57'00" E, 456.55 feet to a USACE concrete monument with disk stamped E-143;

S 25°30'00" E, 276.39 feet to a USACE concrete monument with disk stamped E-142;

S 11°13'00" E, 384.52 feet to a USACE concrete monument with disk stamped E-141;

S 89°15'00" E, 173.10 feet to a USACE concrete monument with disk stamped E-140;

S 21°02'00" E, 308.70 feet to a USACE concrete monument with disk stamped E-139

S 49°27'00" E, 427.84 feet to a USACE concrete monument with disk stamped E-138;

S 28°47'00" E, 336.67 feet to the northeast corner of that certain called 2.6335 acre tract of land described as Parcel 7, Part 1 in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, and being on the north line of F. M. 1171;

THENCE with the north line of said F. M. 1171 and the north line of said 2.6335 acre tract the following courses and distances:

S 84°48'20" W, 336.32 feet to a Texas Department of Transportation (TXDOT) monument with disk found;

S 88°19'10" W, 328.19 feet to a TXDOT monument with disk found;

S 84°02'15" W, 197.31 feet to a TXDOT monument with disk found;

S 88°22'00" W, 249.71 feet to a TXDOT monument with disk found;

With a curve to the right having a radius of 1837.88 feet, a central angle of 14°12'44" and an arc length of 455.89 feet, whose chord bears N 84°31'39" W, 454.72 feet to a TXDOT monument with disk found;

N 66°12'00" W, 128.70 feet to a TXDOT monument with disk found;

N 74°39'00" W, 65.41 feet to a point from which a TXDOT monument with disk found bears S 01°10'30" W, 1.1 feet;

S 89°02'25" W, 68.65 feet to a TXDOT monument with disk found;

N 74°00'35" W, 132.35 feet to a TXDOT monument with disk found;

N 56°54'25" W, 68.01 feet to a TXDOT monument with disk found;

N 74°00'35" W, 25.00 feet to a point from which a TXDOT monument with disk found bears S 06°00'00" E, 0.5 feet;

N 84°41'40" W, 107.87 feet to a TXDOT monument with disk found;

N 74°00'35" W, 781.33 feet to the northwest corner of said 2.6335 acre tract, and being the northwest corner of that certain called 40,987 square feet tract of land described in deed in favor of Denton County, recorded in Document Number 2008-17554 of the Real Property Records of Denton County, Texas, and being the southeast corner of said 15.97 acre tract recorded in Document Number 2010-77708, and being on the west line of said 1129.061 acre tract;

THENCE N 74°00'35" W, continuing with the north line of said F. M. 1171 and the north line of said called 40,987 square feet tract of land, and the south line of said 15.97 acre tract recorded in Document Number 2010-77708, passing at 704.4 feet the southwest corner thereof, and being the southeast corner of said 15.97 acre tract recorded in Document Number 2010-77709, continuing with the south line of said 15.97 acre tract recorded in Document Number 2010-77709, passing at 1409.0 feet the southwest corner thereof, and being the northwest corner of said 40,987 square feet tract and being the northeast corner of that certain called 44,003 square feet acre tract of land

described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, and being on the east line of said 20.206 acre tract, continuing with the north line of said 44,003 square feet tract a total distance of 3126.30 feet to a TXDOT monument with disk found;

THENCE N 65°05'25" W, 64.26 feet continuing with the north line of said F. M. 1171 and the north line of said 44,003 square feet tract to a TXDOT monument with disk found;

THENCE N 74°00'35" W, 365.53 feet continuing with the north line of said F. M. 1171 and the north line of said 44,003 square feet tract to the point of beginning and containing approximately 549.157 acres of land.

Legal Description - 130.233 acres

BEING all that certain lot, tract, or parcel of land situated in the B. B. B. & C. Railway Co. Survey, Abstract Number 154 and the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 126.92 acre tract of land described as Tract I in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas, and being all of a called 3.9103 acre tract of land described in deed to 64.3 SE 1171/377, LLC, recorded in Document Number 2013-58119 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (G&A) at the northeast corner of said 126.92 acre tract and being the southeast corner of that certain called 1.410 acre tract of land described in deed in favor of Speedway Partnership, recorded in Volume 4311, Page 1783 of the Real Property Records of Denton County, Texas, and being on the west line of U. S. Highway 377 as evidenced by that certain called 6.74 acre tract of land described as Parcel (a) in deed in favor of the State of Texas, recorded in Volume 279, Page 227 of the Deed Records of Denton County, Texas, being the northwest corner of said 6.74 acre tract and being the southwest corner of that certain called 0.16 tract of land described in deed from the Texas and Pacific Railway Company to the Public, recorded in Volume 269, Page 347 of the Deed Records of Denton County, Texas;

THENCE with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 6.74 acre tract with a curve to the left having a radius of 2924.80 feet, a central angle of 02°27'58" and an arc length of 125.90 feet, whose chord bears S 00°10'33" E, 125.89 feet;

THENCE S 02°27'46" E, continuing with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 6.74 acre tract, passing at 2142 feet the southwest corner of said 6.74 acre tract and being the northwest corner of that certain called 1.83 acre tract of land described as Parcel (b) in said deed in favor of the State of Texas, recorded in Volume 279, Page 227 of the Deed Records of Denton County, Texas, continuing with the west line of said 1.83 acre tract a total distance of 4557.30 feet to the north corner of that certain called

0.07 acre tract of land described as Tract No. 2 in deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed Records of Denton County, Texas;

THENCE with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 0.07 acre tract with a curve to the right, having a radius of 3759.60 feet, passing at an arc 242.78 feet a railroad spike found on the south line of said 126.92 acre tract and being the southwest corner of said 0.07 acre tract and being the north corner of that certain called 2.9 acre tract of land described in said deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed Records of Denton County, Texas, and being the northeast corner of said 3.9103 acre tract, continuing with the west line of said 2.9 acre tract and the east line of said 3.9103 acre tract, a total arc length of 549.88 feet, having a central angle of 08°22'48", whose chord bears S 04°59'50" W, 549.39 feet, being the most easterly northeast corner of that certain called 3.07 acre tract of land described in Case No. 8079-C styled State of Texas, et al v. Robert Keck Stahlman, et al, filed April 3, 1975, in the Probate Court of Denton County, Texas, and being on the north line of F. M. 1171 as evidenced by said 3.07 acre tract;

THENCE S 61°22'40" W, 108.44 feet with the north line of said F. M. 1171 and the north line of said 3.07 acre tract to the most easterly northeast corner of that certain called 21,000 square feet tract of land described as Parcel 1 in Amended Notice of Lis Pendens of Cause No. CV-2010-02552 styled Denton County, Texas, v. 1171 Group L.L.C., et al, recorded in Document Number 2010-90019 of the Real Property Records of Denton County, Texas.

THENCE N 74°03'30" W, 27.30 feet continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract to the beginning of a curve to the right;

THENCE continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract with said curve to the right having a radius of 1350.58 feet, a central angle of 24°45'38" and an arc length of 583.66 feet, whose chord bears N 61°40'24" W, 579.13 feet;

THENCE N 49°12'50" W, continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract, passing at 113.73 feet an aluminum TXDOT monument found at the northerly northeast corner of said 21,000 square feet tract and being the most easterly corner of that certain called 25,921 square feet tract of land described as Parcel 12 in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, continuing with the north line of said 25,921 square feet tract a total distance of 910.91 feet to an aluminum TXDOT monument found;

THENCE N 60°40'50" W, 208.79 feet continuing with the north line of said F. M. 1171 and the north line of said 25,921 square feet tract to a 1/2" rebar found at the most westerly corner of said 25,921 square feet tract and being on the north line of that certain called 3.69 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 747, Page 782 of the Deed Records of Denton County, Texas, and being on the south line of said 126.92 acre tract;

THENCE continuing with the north line of said F. M. 1171 and the north line of said 3.69 acre tract and the south line of said 126.92 acre tract with a curve to the left having a radius of 1492.39

feet, a central angle of 14°28'25" and an arc length of 376.99 feet, whose chord bears N 63°50'53" W, 375.99 feet to a 1/2" capped rebar found (GIBBONS);

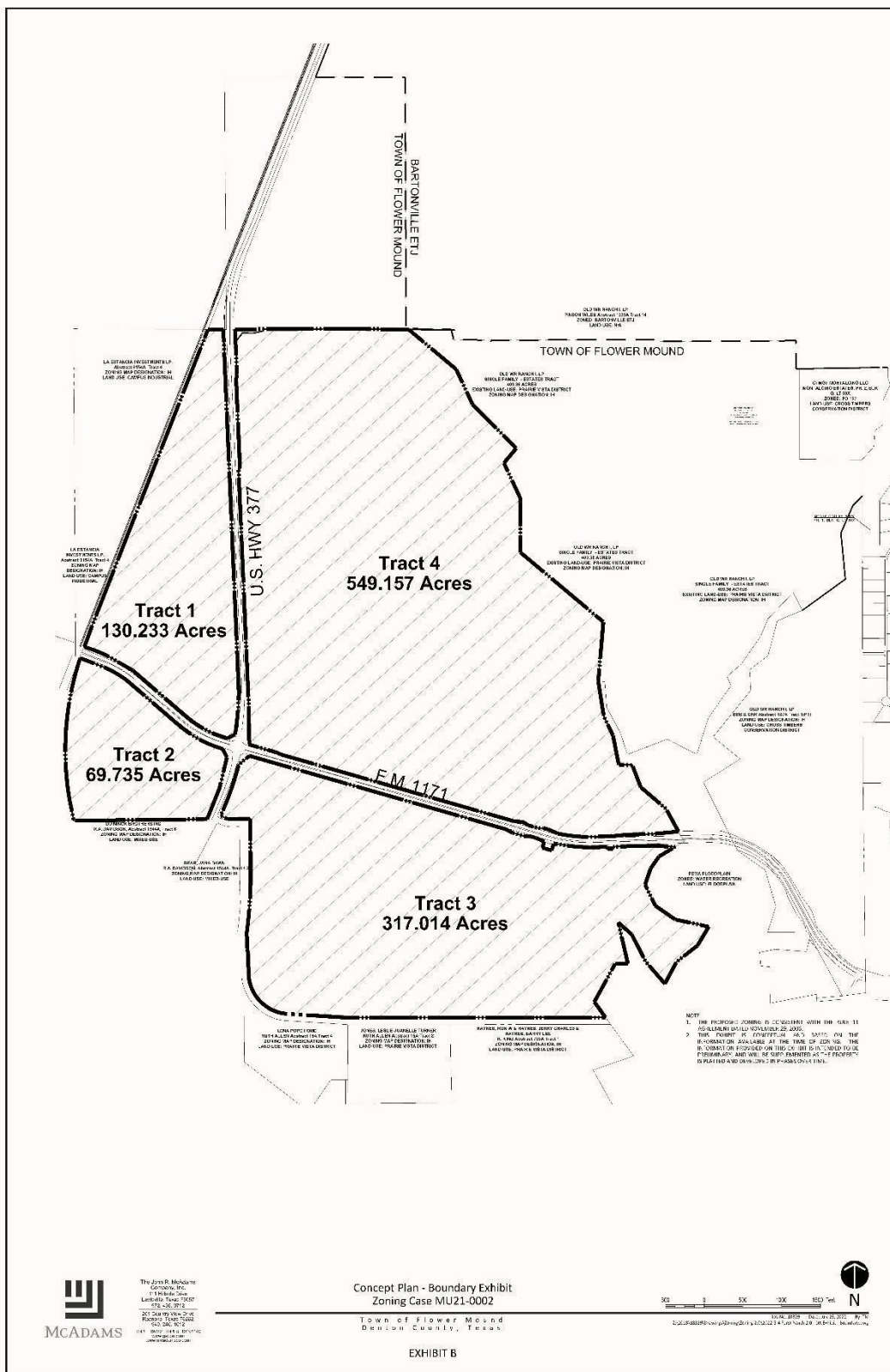
THENCE N 71°05'05" W, 110.71 feet continuing with the north line of said F. M. 1171 and the north line of said 3.69 acre tract and the south line of said 126.92 acre tract to a 1/2" capped rebar found (ILLEGIBLE) at the northwest corner of said 3.69 acre tract and being on the east line of the Texas and Pacific Railroad as evidenced by that certain called 0.31 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 361, Page 580 of the Deed Records of Denton County, Texas, and being the southwest corner of said 126.92 acre tract;

THENCE N 19°52'40" E, 285.09 feet with the east line of said Texas and Pacific Railroad and the east line of said 0.31 acre tract and the west line of said 126.92 acre tract to the north corner of said 0.31 acre tract;

THENCE N 21°20'25" E, 4113.34 feet continuing with the east line of said Texas and Pacific Railroad and the west line of said 126.92 acre tract to a 1/2" capped rebar found (G&A 4796) at the northwest corner of said 126.92 acre tract and being the southwest corner of the aforementioned 1.410 acre tract;

THENCE S 89°33'55" E, 200.72 feet with the north line of said 126.92 acre tract and the south line of said 1.410 acre tract to the point of beginning and containing approximately 130.233 acres of land.

Depiction of the Mixed Use Property



Description of 23-Acre Parcel

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE RUTH ALLEN SURVEY, ABSTRACT NUMBER 15, DENTON COUNTY, TEXAS, AND BEING ALL OF A TRACT DESCRIBED IN A DEED TO SAM W. LEE, RECORDED IN COUNTY CLERK DOCUMENT NUMBER 2015-77653, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LEE TRACT AND THE SOUTHWEST CORNER OF A CALLED 20.47 ACRE TRACT 4 DESCRIBED IN A DEED TO PAULINE MILRANY, JOHN L. LONG AND PATRICIA BURNS, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2009-138314, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, SAID PIN ALSO BEING ON THE NORTH LINE OF DUNHAM ROAD;

THENCE NORTH 86 DEGREES 23 MINUTES 27 SECONDS WEST WITH THE SOUTH LINE OF SAID LEE TRACT AND THE NORTH LINE OF DUNHAM ROAD, A DISTANCE OF 772.89 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE SOUTH LINE OF SAID LEE TRACT AND THE NORTH LINE OF DUNHAM ROAD AND BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83 DEGREES 03 MINUTES 02 SECONDS, A RADIUS OF 564.70 FEET, AN ARC LENGTH OF 818.54 FEET, AND A CHORD BEARING NORTH 42 DEGREES 02 MINUTES 12 SECONDS WEST, A DISTANCE OF 748.74 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT ON THE EAST LINE OF DUNHAM ROAD;

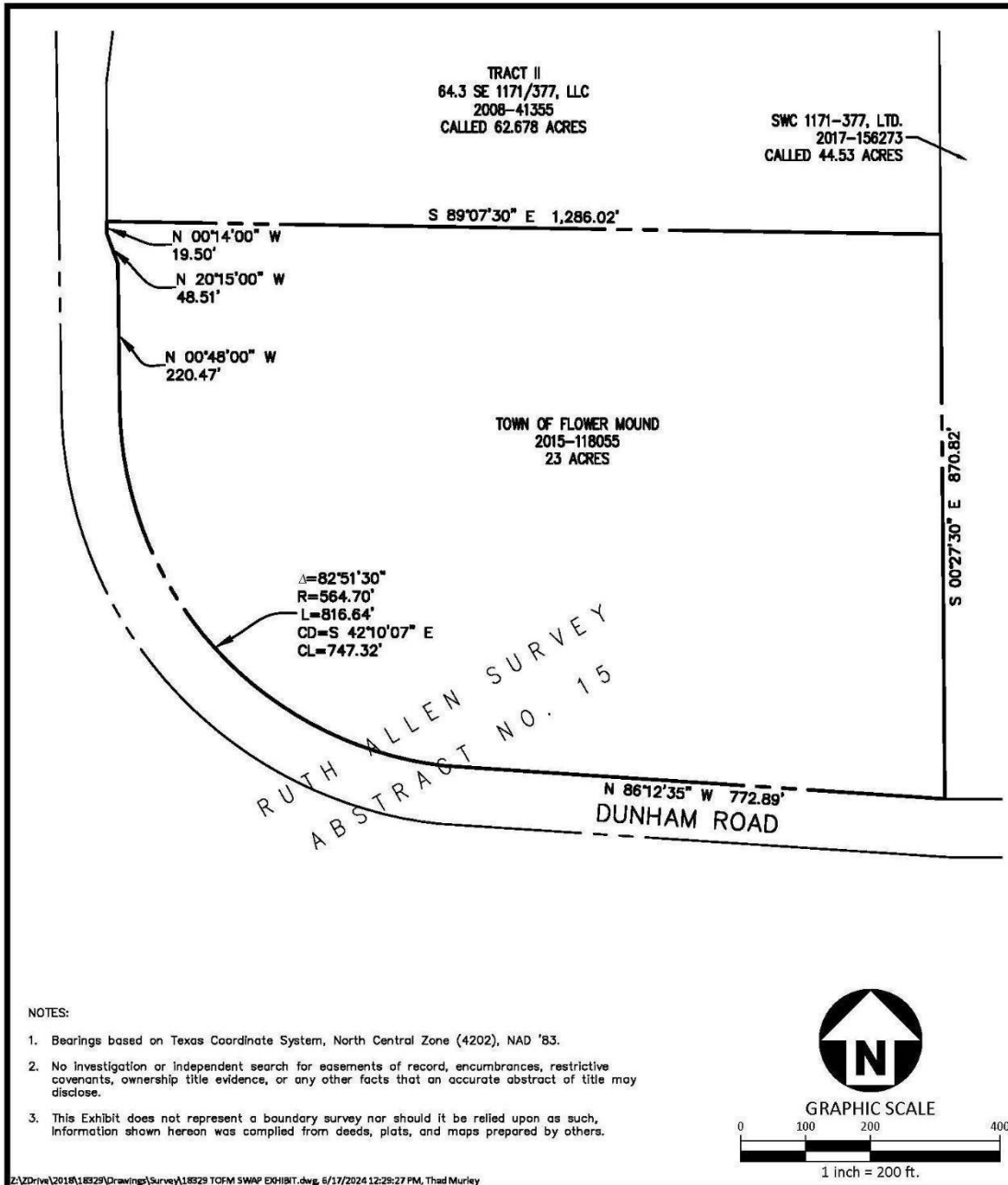
THENCE NORTH 00 DEGREES 47 MINUTES 56 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, A DISTANCE OF 220.47 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD;

THENCE NORTH 20 DEGREES 18 MINUTES 23 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT, A DISTANCE OF 48.47 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT AND EAST LINE OF DUNHAM ROAD;

THENCE NORTH 00 DEGREES 45 MINUTES 46 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, A DISTANCE OF 19.50 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, SAID PIN ALSO BEING AT THE SOUTHWEST CORNER OF A CALLED 62.678 ACRE TRACT II DESCRIBED IN A DEED TO 64.3 SECONDS 1171/377, LLC, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2008-41355, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 07 MINUTES 41 SECONDS EAST WITH THE NORTH LINE OF SAID LEE TRACT AND THE SOUTH LINE OF SAID 64.678 ACRE TRACT, A DISTANCE OF 1285.96 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID WOOD TRACT AND THE SOUTHEAST CORNER OF SAID 64.678 ACRE TRACT, SAID PIN ALSO BEING ON THE WEST LINE OF SAID 20.47 ACRE TRACT;

THENCE SOUTH 00 DEGREES 27 MINUTES 53 SECONDS EAST WITH THE EAST LINE OF SAID LEE TRACT AND THE WEST LINE OF SAID 20.47 ACRE TRACT, A DISTANCE OF 870.61 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 23.156 ACRES OF LAND, MORE OR LESS.



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

phone 972.436.9712
fax 972.436.9715
TBPLS FIRM #
PE:19762 RPLS:10194440
www.mcadamsco.com

EXHIBIT
TOWN OF FLOWER MOUND
23 ACRE PARCEL
RUTH ALLEN SURVEY, ABSTRACT NO. 15
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT NO. 18329
CHECKED BY WTM
DRAWN BY WTM
SCALE 1"=200'
DATE 06.17.2024

Exhibit C –Additional Consideration

Part of the Additional Consideration for the transfer of the Property from Grantor to Grantee is the obligation for the Town to provide the consideration described below.

1. The conveyance of the Property to Grantee will entitle 1171 Commercial, LLC and its assigns, Grantor, and Grantor's assigns a 1:1 Park Land Dedication credit in accordance with applicable Town of Flower Mound park land dedication ordinances applicable to the Benefitted Property described on Exhibit B of this Warranty Deed (one acre of credit per one acre of land dedicated after subtracting the acreage for the 23-Acre Parcel described on Exhibit B), which credits shall be used to satisfy such Park Land Dedication requirements for any portion of the Mixed Use Property described on Exhibit B of this Special Warranty Deed. Such credits will be reduced by an amount equal to any area within the Oncor electric transmission easement depicted on Exhibit E that, in Grantee's sole, good faith determination, Oncor prohibits Grantee from using for parking, in whole or in part, in the manner desired by Grantee. Such credits shall not be subject to any further Park Board or Town Council review or approval. Such credits for Park Land Dedication will be tracked through a "bank" starting with the conveyance of the Property. The bank shall not have a negative balance at any time. Grantee's consent shall not be required for an assignment of credits described by this Exhibit C. The Property is not required to be identified or shown on any plat, site plan, or other development permit of any kind for the Benefitted Property in order for the credits described by this Exhibit C to be effective.

2. Subject to Grantee's exclusive and discretionary election to appropriate funds, Grantee may construct and fund, at its sole cost, all costs pursuant to Section 90-448 of the Town's Code of Ordinances and all costs for design and construction of trail segments within the Property, as required by the Town of Flower Mound's Trail Master Plan. For purposes of this Section 2, the Town of Flower Mound's Trail Master Plan means the Town's adopted 2022 Trails and Bikeways Master Plan approved pursuant to Ordinance No. 41-22 adopted by the Town of Flower Mound Town Council on August 22, 2022, which is the trail and bikeways master plan applicable to the Property. Such improvements shall not be required as a condition to the approval of any plat application or other development permit application approval of any kind for the Benefitted Property described on Exhibit B of this Special Warranty Deed.

Exhibit D State Law Representations and Covenants

Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the 'TEC') electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the 'Form 1295'). Grantee hereby confirms receipt of the Form 1295 from Grantor, and Grantee agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying Grantee and the contract identification number, neither Grantee nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Grantor; and, neither Grantee nor its consultants have verified such information.

Public Information. Notwithstanding any other provision to the contrary in this Special Warranty Deed, all information, documents, and communications relating to this Special Warranty Deed may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Special Warranty Deed and, to the extent such requirements apply to this Special Warranty Deed, the Grantor agrees that this Special Warranty Deed may be terminated if the Grantor knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Grantor fails to cure the violation on or before the 10th business day after the date Grantee provides notice to Grantor of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Special Warranty Deed, Grantor is required to preserve all contracting information related to this Special Warranty Deed as provided by the records retention requirements applicable to Grantee for the duration of this Special Warranty Deed; promptly provide to Grantee any contracting information related to this Special Warranty Deed that is in the custody or possession of the Grantor on request of Grantee; and on completion of the Agreement, either provide at no cost to Grantee all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to Grantee.

Employment of Undocumented Workers. Grantor agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), Grantor shall repay the incentives granted herein within 120 days after the date Grantor is notified by Grantee of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

Statutory Verifications. Grantor makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Special Warranty Deed (the "Verifications"). As used in such Verifications, Grantor understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Grantor within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications shall survive until barred by the applicable

statute of limitations, notwithstanding anything contained in this Special Warranty Deed to the contrary.

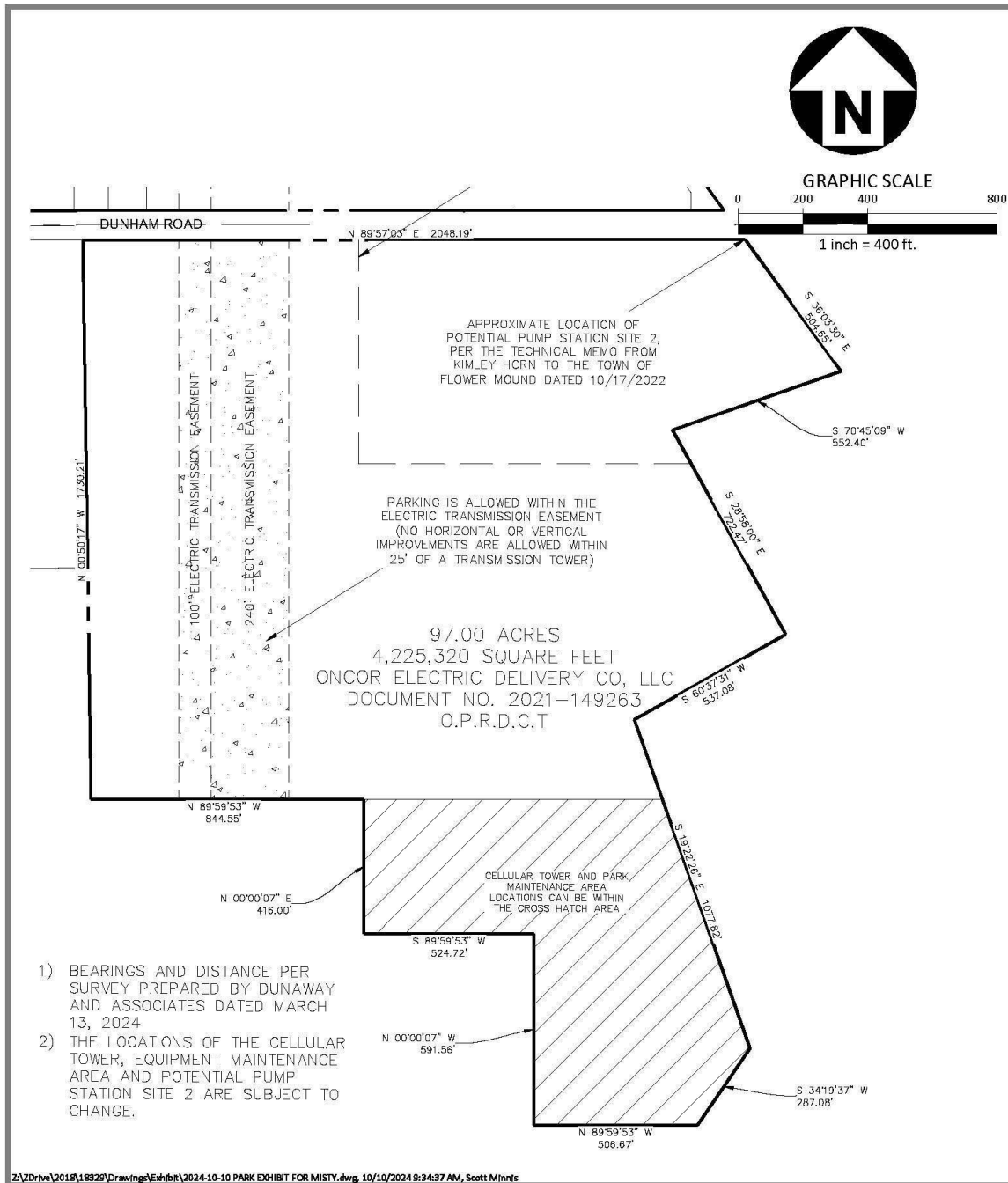
- a. **Iran, Sudan and Foreign Terrorist Organizations.** Grantor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes Grantor 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.
- b. **No Boycott of Israel.** Grantor hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification, 'boycott Israel,' has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- c. **No Discrimination Against Firearm Entities and Firearm Trade Associations.** Grantor hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification and the following definitions:
 - i. 'discriminate against a firearm entity or firearm trade association,' has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to

refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

- ii. 'firearm entity,' has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and
- iii. 'firearm trade association,' has the meaning in Section 2274.001(7), Texas Government Code, and means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

- d. **No Discrimination Against Fossil Fuel Companies.** Grantor hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

Exhibit E Depiction of Restricted Area



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

phone 972.436.9712
fax 972.436.9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

FURST RANCH

97-ACRE PARK
TOWN OF FLOWER MOUND, TEXAS

PLAN INFORMATION

PROJECT NO. 18329
FILENAME
2024-10-10 PARK EXHIBIT FOR MISTY
CHECKED BY XXX
DRAWN BY SM
SCALE 1"=400'
DATE 10.10.2024

SPECIAL WARRANTY DEED
(23-Acre Parcel)

Date: November 5, 2024

Grantor: TOWN OF FLOWER MOUND, TEXAS

Grantor's Mailing Address: 2121 Cross Timbers Road, Flower Mound, Texas 75028

Grantee: OLD WR RANCH I, L.P., a Texas limited partnership

Grantee's Mailing Address: 2591 Lakeside Parkway, Suite 100, Flower Mound, Texas 75022

Property (including any improvements):

The real property more particularly described and depicted in Exhibit A attached hereto and incorporated herein by reference for all purposes.

Consideration:

Real property described as an approximate 97-acre parcel described in Exhibit B and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Reservations from Conveyance:

For Grantor and Grantor's successors, and assigns forever, a reservation of all subsurface oil, gas, and other minerals in and under and that may be produced from the Property, but Grantor waives all rights of ingress and egress to the surface of the Property for the purpose of capturing, exploring, developing, mining or drilling for same. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the subsurface oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that (i) these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property; and, (ii) no oil, gas or other drilling, production or transportation operations of any kind, including but not limited to the drilling, placement, or casing of any well, meter, pipeline shall take place or be situated within 200 feet of the surface of the Property.

Exceptions to Conveyance and Warranty:

Oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property.

That certain grazing lease described in Exhibit C, hereto.

Grantee assumes and agrees to pay the general real estate taxes and special assessments for 2024 and subsequent years not yet due and payable, and any subsequent tax assessment due to a change in land usage or ownership or both.

Grantor, pursuant to Section 311.008(b)(2) of the Texas Tax Code and for the consideration described above and subject to the Reservations from Conveyance, the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns. Grantor binds Grantor to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise. In addition, on behalf of Grantee, the person executing this Special Warranty Deed has been duly authorized to do so and makes the representations and covenants required by Texas law and described in Exhibit D.

Grantor represents and warrants to Grantee that: (i) Grantor has the legal authority to enter into this Special Warranty Deed; (ii) this Special Warranty Deed has been duly approved by the Flower Mound Town Council in compliance with all applicable requirements of Texas law including, but not limited to, the Texas Open Meetings Act and the Town's home rule charter; (iii) the person executing this Special Warranty Deed on behalf of Grantor has been duly authorized by the Town of Flower Mound Town Council to do so; and (iv) this Special Warranty Deed is binding on and enforceable against Grantor in accordance with its terms.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR, EXCEPT FOR THE WARRANTY OF TITLE INCLUDED IN THIS SPECIAL WARRANTY DEED (AS LIMITED HEREBY), EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE (COLLECTIVELY, "ENVIRONMENTAL PROBLEMS"); OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE DATE OF THIS SPECIAL WARRANTY DEED THAT WOULD OTHERWISE IMPOSE

ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE. AS OF THE DATE OF THIS DEED GRANTOR HAS NO ACTUAL KNOWLEDGE OF THE PRESENCE OF ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration described above, grants, sells, and conveys to Grantee, without express or implied warranty, the strips or gores, if any, between the Property and abutting properties and land lying in or under any public thoroughfare, opened or proposed, abutting or adjacent to the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded as to the Property conveyed by this paragraph.

When the context requires, singular nouns and pronouns include the plural.

[The remainder of this page has been intentionally left blank.]

Executed this _____ day of _____, 2024.

GRANTOR:

TOWN OF FLOWER MOUND

By: _____

Name: Cheryl Moore

Title: Mayor

STATE OF TEXAS)

)

COUNTY OF DENTON)

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

Notary Public, State of Texas

AGREED TO BY GRANTEE:

OLD WR RANCH I, L.P.,
a Texas limited partnership

By: Old WR Ranch LLC,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, _____ of Old WR Ranch, LLC, a Texas limited liability company and general partner of Old WR Ranch I, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

Exhibit:

Exhibit A – Description and Depiction of Property
Exhibit B – Description of 97-Acre Park
Exhibit C – Grazing Lease
Exhibit D – Grantee’s State Law Representations and Covenants

When recorded, return to:
OLD WR RANCH I, L.P.
2591 Lakeside Parkway, Suite 100
Flower Mound, Texas 75022

Exhibit A – Description and Depiction of Property

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE RUTH ALLEN SURVEY, ABSTRACT NUMBER 15, DENTON COUNTY, TEXAS, AND BEING ALL OF A TRACT DESCRIBED IN A DEED TO SAM W. LEE, RECORDED IN COUNTY CLERK DOCUMENT NUMBER 2015-77653, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LEE TRACT AND THE SOUTHWEST CORNER OF A CALLED 20.47 ACRE TRACT 4 DESCRIBED IN A DEED TO PAULINE MILRANY, JOHN L. LONG AND PATRICIA BURNS, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2009-138314, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, SAID PIN ALSO BEING ON THE NORTH LINE OF DUNHAM ROAD;

THENCE NORTH 86 DEGREES 23 MINUTES 27 SECONDS WEST WITH THE SOUTH LINE OF SAID LEE TRACT AND THE NORTH LINE OF DUNHAM ROAD, A DISTANCE OF 772.89 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE SOUTH LINE OF SAID LEE TRACT AND THE NORTH LINE OF DUNHAM ROAD AND BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83 DEGREES 03 MINUTES 02 SECONDS, A RADIUS OF 564.70 FEET, AN ARC LENGTH OF 818.54 FEET, AND A CHORD BEARING NORTH 42 DEGREES 02 MINUTES 12 SECONDS WEST, A DISTANCE OF 748.74 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT ON THE EAST LINE OF DUNHAM ROAD;

THENCE NORTH 00 DEGREES 47 MINUTES 56 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, A DISTANCE OF 220.47 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD;

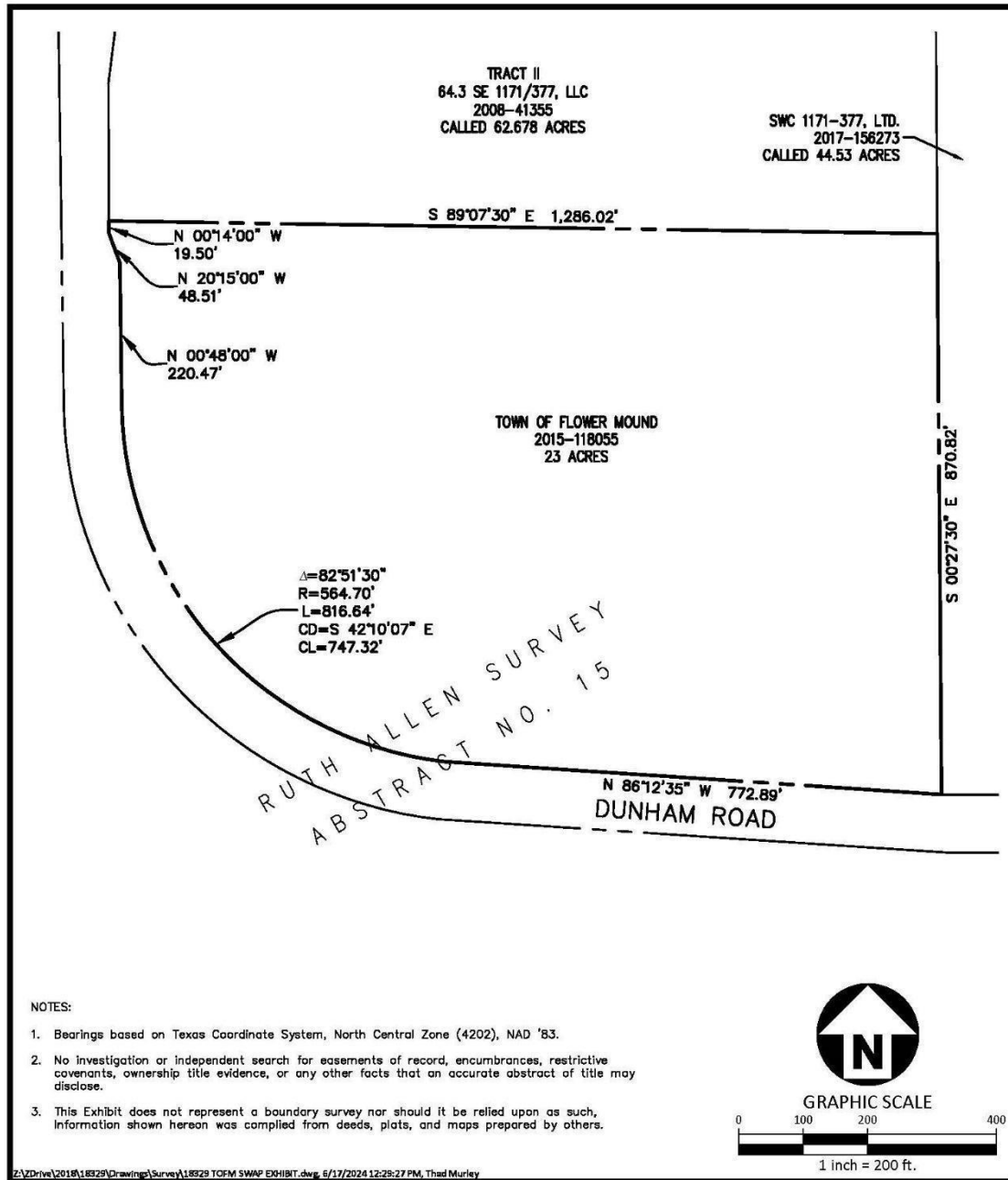
THENCE NORTH 20 DEGREES 18 MINUTES 23 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT, A DISTANCE OF 48.47 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT AND EAST LINE OF DUNHAM ROAD;

THENCE NORTH 00 DEGREES 45 MINUTES 46 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, A DISTANCE OF 19.50 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, SAID PIN ALSO BEING AT THE SOUTHWEST CORNER OF A CALLED 62.678 ACRE TRACT II DESCRIBED IN A DEED TO 64.3 SECONDS 1171/377, LLC, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2008-41355, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 07 MINUTES 41 SECONDS EAST WITH THE NORTH LINE OF SAID LEE TRACT AND THE SOUTH LINE OF SAID 64.678 ACRE TRACT, A DISTANCE OF 1285.96 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID WOOD TRACT AND THE SOUTHEAST CORNER OF SAID 64.678 ACRE TRACT, SAID PIN ALSO BEING ON THE WEST LINE OF SAID 20.47 ACRE TRACT;

THENCE SOUTH 00 DEGREES 27 MINUTES 53 SECONDS EAST WITH THE EAST LINE OF SAID LEE TRACT AND THE WEST LINE OF SAID 20.47 ACRE TRACT, A DISTANCE OF 870.61 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 23.156 ACRES OF LAND, MORE OR LESS.

23-Acre Parcel Depiction (Tract A)



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

phone 972. 436. 9712
 fax 972. 436. 9715
 TBPLS FIRM #
 PE:19762 RPLS: 10194440
 www.mcadamsco.com

EXHIBIT
TOWN OF FLOWER MOUND
23 ACRE PARCEL
 RUTH ALLEN SURVEY, ABSTRACT NO. 15
 TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT NO. 18329
 CHECKED BY WTM
 DRAWN BY WTM
 SCALE 1"=200'
 DATE 06.17.2024

EXHIBIT B – DESCRIPTION OF THE 97-ACRE PARK

METES AND BOUNDS

BEING a 97.197 acre tract of land situated in the Rhody King Survey, Abstract No. 700, Town of Flower Mound, Denton County, Texas, being a portion of the tract of land described in deed to Oncor Electric Delivery Co, LLC recorded in Document Number 2021-149263, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), said 97.197 acre tract of land being more particularly described as follows;

BEGINNING at a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY", on the west line of said Oncor tract, within asphalt pavement known as Haynes Road, from which a found 1/2-inch iron rod for the southwest corner of said Oncor tract, bears South 00 degrees 05 minutes 55 seconds East, a distance of 1,450.37 feet;

THENCE North 00 degrees 05 minutes 55 seconds West, along the west line of said Oncor tract, a distance of 178.63 feet to a found 1/2-inch iron rod for the northeast corner of a tract of land described in deed to Zondine Land, LLC, as recorded in Document No. 2018-62989, O.P.R.D.C.T., and the southeast corner of a tract of land described in deed to IVM Capital, LLC - Series A, as recorded in Document No. 2018-105620, O.P.R.D.C.T.;

THENCE North 00 degrees 50 minutes 17 seconds West, continuing along the west line of said Oncor tract and along the east line of said IVM Capital tract and the east line of a tract of land described in deed to Leslie Juanelle Turner Jones as recorded in Document No. 2015-7233, O.P.R.D.C.T., passing at a distance of 1,967.61 feet a found 5/8-inch iron rod for the northeast corner of said Jones tract, continuing in all a distance of 2,017.63 feet to the northwest corner of said Oncor tract within a gravel road known as Dunham Road;

THENCE North 89 degrees 59 minutes 16 seconds East, along the north line of said Oncor tract and said Dunham Road, a distance of 2,038.51 feet to the northeast corner of said Oncor tract and the northwest corner of a tract of land described as Tract No. E-410 in deed to United States of America as recorded in Volume 375, Page 130, Deed Records of Denton County Texas (D.R.D.C.T.);

THENCE along the common line of said Oncor tract and said United States of America tract the following courses and distances:

South 36 degrees 03 minutes 25 seconds East, passing at a distance of 60.15 feet a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964", continuing in all a distance of 564.85 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 2009"

South 70 degrees 45 minutes 09 seconds West, a distance of 552.40 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 28 degrees 58 minutes 00 seconds East, a distance of 722.47 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 60 degrees 37 minutes 51 seconds West, a distance of 537.08 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 19 degrees 22 minutes 26 seconds East, a distance of 702.07 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, departing said common line, over and across said Oncor tract, a distance of 1,068.61 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 00 degrees 00 minutes 07 seconds East, continuing over and across said Oncor tract, a distance of 416.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 283.06 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 222.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 89 degrees 59 minutes 53 seconds East, continuing over and across said Oncor tract, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 582.70 feet to the POINT OF BEGINNING.

CONTAINING a computed area of 97.197 acres or 4,233,888 square feet of land, more or less.

NOTES:

1. The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone. Distances and areas hereon are surface values. A combined scale factor of 0.999880014 was used for this project.

PAGE 1 OF 1

A plat of even date accompanies this
metes and bounds description.

B005700.147

AUGUST 4, 2022

DUNAWAY

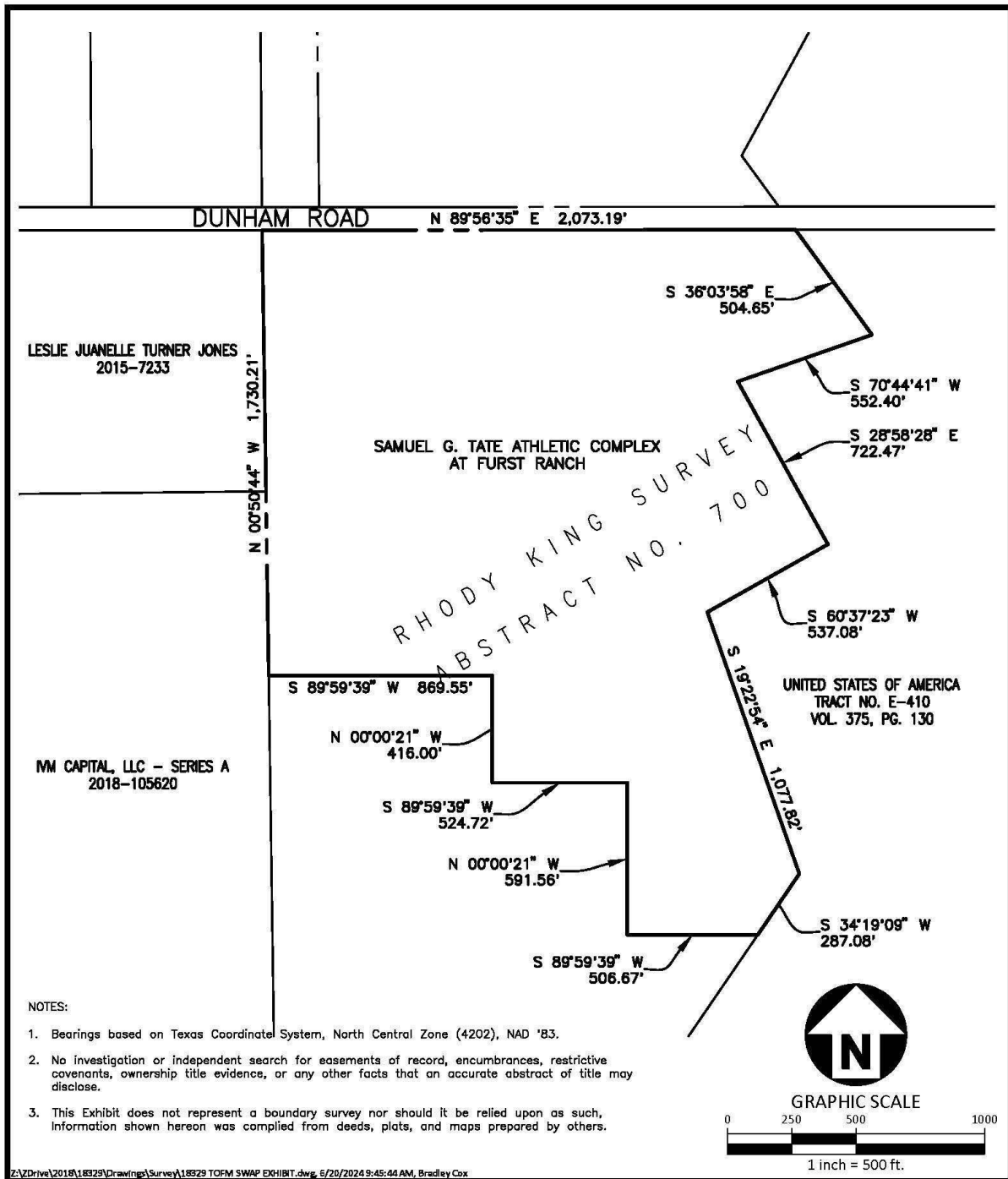
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100



**SURVEY OF
97.197 ACRES**

LOCATED IN THE
RHODY KING SURVEY, ABSTRACT NO. 700,
TOWN OF FLOWER MOUND, DENTON COUNTY,
TEXAS

PLOTTED BY: Kevin Junge ON: Wednesday, August 17, 2022 AT: 8:19 AM FILED AT: The CA (Production) 005700.147-Dunham-Switch Survey (Drawings) 005700.147 9/30/2022 Boundary SURF.dwg



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

phone 972. 436. 9712
fax 972. 436. 9715
TBPLS FIRM #
PE:19762 RPLS:10194440
www.mcadamsco.com

EXHIBIT
SAMUEL G. TATE ATHLETIC COMPLEX
AT FURST RANCH
RHODY KING SURVEY, ABSTRACT NO. 700
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT NO. 18329
CHECKED BY WTM
DRAWN BY WTM
SCALE 1"=500'
DATE 06. 17. 2024

EXHIBIT C - GRAZING LEASE

FARM LEASE

This Farm Lease (the "Agreement" or the "Lease") is made and entered into this 20th day of May 2024, by and between the Town of Flower Mound, (Lessor), and the Wayne Haynes Estate("Lessee").

In consideration of the mutual covenants and agreements herein set forth and other good and valuable considerations, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the land and any existing improvements and facilities existing thereon containing approximately 22.8 acres of land, located next to Dunham Road in the Town of Flower Mound, County of Denton, Texas (the "Premises").

1. Purpose: The Premises shall be used exclusively for farming and livestock grazing, and for no other purposes. Lessee shall not cultivate any portions of the Premises not presently being used for the cultivation of crops without Lessor's prior written consent.

2. Term: The term of this Lease shall be from May 20, 2024 to May 17, 2026, both dates inclusive, unless sooner terminated as herein provided. The term of this Lease shall continue from month to month thereafter unless either party gives thirty (30) days written notice to the other party before the expiration of any term hereof, or unless terminated and not continued in the event Lessee fails to pay Lessor the yearly rent in advance on or before the anniversary date of this Lease. It is further understood and agreed to by the Lessee that the Lessor shall have the right to develop any portion for Town purposes during the term of this Lease. In such event, Lessor may cancel and terminate this Lease or Partial termination of the Lease by Lessor, Lessor shall prorate the rent (as defined below) and reimburse Lessee for any unearned rent. Lessor reserves the right to assign this Lease.

3. Rent: Lessee agrees to pay Lessor without any prior demand therefore and without any deduction or set-off whatsoever as fixed rent, the sum of Three Hundred Sixty-four U.S. Dollars (\$364.00) for the term of the lease as described above. The address for payment of Rent to Lessor is listed in Section 15(e) of this Lease.

4. Maintenance: Lessee agrees and covenants to keep and maintain in good repair all fenced and other improvements on the Premises. Lessee shall not cut or otherwise damage or destroy trees of any kind growing upon the Premises without prior written consent of the Lessor. Lessee shall not permit weeds or noxious plants or grasses to grow while the same may be kept down or eradicated by reasonable diligence and sound conservation practices. Lessee agrees to mow the permanent pastureland and dormant cultivation at such times as are needed. Lessee agrees to keep the Premises free from any accumulation of trash or refuse. Lessee shall not permit the scattering of wire or the placement of bailing wire on the fences. Lessee agrees to not overstock the Premises with cattle or livestock and further agrees that Lessor shall be the sole judge of the capacity of the pasture and number of livestock that should graze thereon and Lessee agrees to abide the Lessor's decision in this matter.

5. Improvements and Major Repairs: Lessee may not make any alterations, additions or improvements to the Premises without the prior written consent of the Lessor. Alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessee shall not mortgage or encumber any part of the Premises. Lessee shall incur no expense of any nature whatsoever or create any obligation of any kind for any purpose affecting the Premises.

6. Water Supply: Lessor shall have no responsibility or liability for supplying water to the Premises. Lessor shall not be required to furnish water for the benefit of Lessee, and if any buildings on the

Premises shall be destroyed or damaged by a fire or any other cause, Lessor shall not be required to repair or replace the same or furnish a substitute for Lessee, and shall not be liable for any damaged or destroyed contents of the Lessee.

7. Right to Enter: Lessor or its authorized representatives shall have the right, at any reasonable time, to enter on the Premises for the purposes of making major repairs, alterations, improvements, examinations or surveys, and for the inspection of the Premises, including soil tests and borings on the Premises as it shall deem necessary or advisable. Lessor further reserves for itself the right to enter the Premises for the purpose of hunting wild game, birds, and for fishing.

8. No Partnership: This Lease shall not give rise to a partnership relationship between the parties hereto. Neither party shall have the authority to bind the other.

9. Indemnification: Lessee agrees to indemnify and hold harmless Lessor and its officers, directors, employees and agents, from and against any and all claims, demands, liabilities, damages, including punitive damages, losses, injuries to person or property, or responsibility arising therefrom, costs, and expenses, including reasonable attorney's fees, for the defense thereof arising from Lessee's use of the Premises, or from any act or omission by Lessee, its agents, servants, employees, contractors, guests or invitees on or about the Premises during the term of this agreement or prior to or after the term of the Agreement, it being the intent of the parties that Lessee's indemnity obligation be without limit and without regard to the cause or causes thereof or the negligence of any party or parties, whether such negligence be sole, joint, concurrent or contractual, active or passive, including gross negligence. In the event that any action or proceeding is brought against Lessor by reason of any of the above, Lessee, as material part of the consideration to Lessor, hereby assumes all risk of loss and damage from any source to Lessee's property, or property under Lessee's control, in, upon, or about the Premises or improvements thereon, and Lessee hereby waives all claims in respect thereof against Lessor and agrees to defend and save Lessor harmless from and against such claims by others, and Lessee agrees that this indemnification is intended to be as broad and inclusive as it permitted by the laws of the State of Texas, and that if any portion is held invalid, then it is agreed that the balance shall continue in full legal force and effect.

10. Compliance with Law: Lessee shall, at Lessee's sole cost and expense, during the term hereof, comply with all laws and regulations of any governmental authority affecting the Premises including without limitations, the Federal Insecticide, Fungicide and Rodenticide Act, and will indemnify and hold Lessor and the Premises free and harmless from all liens, claims, demands or actions, which may result from the failure, neglect or refusal of Lessee to comply with said laws or regulations or claims by others.

11. No Assignment or Sublease: Lessee may not assign this Lease nor sublease any portion of the Premises without the prior written consent of Lessor.

12. Utility Charges: Lessee shall pay all utility charges, including without limitation, electricity, heat, water, gas, power, garbage, communications, and sewer services used in and about the Premises, to paid before the same becomes delinquent.

13. Breach: If Lessor or Lessee fails to carry out any provisions of the Agreement, the other party shall have the right to terminate this Lease on thirty (30) days written notice to the offending party of his intention to do so.

14. Entire Agreement-Amendment: This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

15. Other Provisions:

a. Insurance. Lessee shall maintain liability insurance for the Premises, insuring Lessor from acts involving death or bodily injury in an amount equal to \$1,000,000.00 per occurrence. Lessor shall be listed as an insured on the policy. Lessee shall maintain insurance on its personal property on the Premises.

b. Lessee's Acceptance of the Premises. Lessee accepts the Premises "AS IS, WITH ALL FAULTS", and in its present condition. Lessee represents that the Premises are suitable for Lessee's purposes.

c. Attorney's Fees. If either party retains an attorney to enforce this Lease, the prevailing party shall be entitled to recover attorney's fees and costs relating thereto.

d. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

e. Notices. Any notice required or permitted hereunder must be in writing. Any notice required by this Lease will be deemed to be delivered three (3) days after (whether actually received or not) deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The addresses for notice shall be as follows:

Lessor: Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Lessee: Wayne Haynes Estate
c/o Ron W. Haynes
6536 Lake Side Circle
North Richland Hills, TX 76180

f. Any and all other leases between Lessor and Lessee in reference to the Premises are hereby deemed null and void.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Lease to be effective as of the date first above written.

LESSOR:

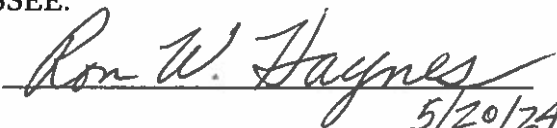
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

By: 

Name: James W Childers

Title: Town Manager

LESSEE:

By:  5/20/24

Name: Wayne Haynes Estate
Ron W. Haynes, Executor
6536 Lake Side Circle
North Richland Hills, TX 76180

EXHIBIT D – STATE LAW REPRESENTATIONS AND WARRANTIES

Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the 'TEC') electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the 'Form 1295'). Grantor hereby confirms receipt of the Form 1295 from Grantee, and Grantor agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying Grantor and the contract identification number, neither Grantor nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Grantee; and, neither Grantor nor its consultants have verified such information.

Public Information. Notwithstanding any other provision to the contrary in this Special Warranty Deed, all information, documents, and communications relating to this Special Warranty Deed may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Special Warranty Deed and, to the extent such requirements apply to this Special Warranty Deed, the Grantee agrees that this Special Warranty Deed may be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Grantee fails to cure the violation on or before the 10th business day after the date Grantor provides notice to Grantee of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Special Warranty Deed, Grantee is required to preserve all contracting information related to this Special Warranty Deed as provided by the records retention requirements applicable to Grantor for the duration of this Special Warranty Deed; promptly provide to Grantor any contracting information related to this Special Warranty Deed that is in the custody or possession of the Grantee on request of Grantor; and on completion of the Agreement, either provide at no cost to Grantor all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to Grantor.

Employment of Undocumented Workers. Grantee agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), Grantee shall repay the incentives granted herein within 120 days after the date Grantee is notified by Grantor of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

Statutory Verifications. Grantee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Special Warranty Deed (the "Verifications"). As used in such Verifications, Grantee understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Grantee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications shall survive until barred by

the applicable statute of limitations, notwithstanding anything contained in this Special Warranty Deed to the contrary.

- a. **Iran, Sudan and Foreign Terrorist Organizations.** Grantee 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, as amended. The foregoing representation excludes Grantee 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.
- b. **No Boycott of Israel.** Grantee hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification, “boycott Israel,” has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- c. **No Discrimination Against Firearm Entities and Firearm Trade Associations.** Grantee hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification and the following definitions:
 - i. “discriminate against a firearm entity or firearm trade association,” has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's

refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

- ii. "firearm entity," has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and
- iii. "firearm trade association," has the meaning in Section 2274.001(7), Texas Government Code, and means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

- d. **No Discrimination Against Fossil Fuel Companies.** Grantee hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental

standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. -24

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS ("TOWN"), AUTHORIZING THE SALE OF APPROXIMATELY 23 ACRES OF TOWN PROPERTY LOCATED AT 10300 DUNHAM ROAD IN CONSIDERATION FOR THE ACQUISITION AND ACCEPTANCE OF AN APPROXIMATELY 97-ACRE PARCEL OF LAND LOCATED AT 3900 HAYNES ROAD FOR FUTURE RECREATIONAL PURPOSES, BOTH PROPERTIES BEING LOCATED WITHIN THE TOWN'S TAX INCREMENT REINVESTMENT ZONE NUMBER TWO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 6, 2023, the Town Council of the Town of Flower Mound, Texas (the "Town Council"), by the adoption of Ordinance No. 47-23 created Reinvestment Zone Number Two, Town of Flower Mound, Texas; and,

WHEREAS, Section 311.011(d), Texas Tax Code, provides that the Town Council must approve a project plan and reinvestment zone finance plan after its adoption by the board of the reinvestment zone; and,

WHEREAS, on March 18, 2024, the Board of Reinvestment Zone Number Two, Town of Flower Mound, Texas, approved the Final Project and Finance Plan for Reinvestment Zone Number Two, Town of Flower Mound, Texas; and,

WHEREAS, on March 18, 2024, the Town Council also approved the Final Project and Finance Plan for Reinvestment Zone Number Two, Town of Flower Mound, Texas; and,

WHEREAS, Section 311.008(b)(2), Texas Tax Code, provides that the Town may exercise any power necessary and convenient to carry out this chapter, including the power to acquire real property by purchase, condemnation, or other means and sell real property, on the terms and conditions and in the manner it considers advisable, to implement project plans; and,

WHEREAS, the Town Council considers selling 23 acres of Town property in consideration for the transfer of title to an approximately 97-acre parcel of land advisable and in furtherance of implementing the project plan in which the 97-acre parcel is identified as a park project in the Final Project and Finance Plan for Reinvestment Zone Number Two.

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

SECTION 1

The findings above are found to be true and correct and are incorporated herein.

SECTION 2

The Town Council hereby authorizes the Town Manager or his designee to take all steps necessary to effectuate the sale of the 23-acre parcel and acquire the 97-acre parcel in

exchange therefor, including the execution of the deed for each parcel, said form deeds being attached hereto and incorporated herein as Exhibit "A."

SECTION 3

This resolution shall take effect immediately from and after the date of its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THIS 4th DAY OF NOVEMBER, 2024.**

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A: FORM DEEDS

SPECIAL WARRANTY DEED

(Samuel G. Tate Athletic Complex at Furst Ranch)

Date: November 5, 2024

Grantor: OLD WR RANCH I, L.P., a Texas limited partnership

Grantor's Mailing Address: 2591 Lakeside Parkway, Suite 100, Flower Mound, Texas 75022

Grantee: TOWN OF FLOWER MOUND, TEXAS

Grantee's Mailing Address: 2121 Cross Timbers Road, Flower Mound, Texas 75028

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the additional consideration described on Exhibit C ("Additional Consideration").

Property (including any improvements):

The real property more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference for all purposes.

Reservations from Conveyance:

For Grantor and Grantor's successors, and assigns forever, a reservation of all subsurface oil, gas, and other minerals in and under and that may be produced from the Property, but Grantor waives all rights of ingress and egress to the surface of the Property for the purpose of capturing, exploring, developing, mining or drilling for same. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the subsurface oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that (i) these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property; and, (ii) no oil, gas or other drilling, production or transportation operations of any kind, including but not limited to the drilling, placement, or casing of any well, meter, pipeline shall take place or be situated within 200 feet of the surface of the Property.

Exceptions to Conveyance and Warranty:

Oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantee assumes and agrees to pay the general real estate taxes and special assessments for 2024 and subsequent years not yet due and payable, and any subsequent tax assessment due to a change in land usage or ownership or both; provided, however Grantee reserves the right to resist the imposition and payment of any assessment or tax that Grantee contends does not apply to a Texas home rule municipality.

Deed Restrictions:

The Property shall be subject to the following restrictions (collectively, the "Deed Restrictions"): (a) the Property shall be used by Grantee only (i) as public park land and for park related uses, including storing park maintenance equipment adjacent to the Oncor substation – all for the educating and recreating use and enjoyment of the general public and the residents of the Town of Flower Mound, Texas; (ii) for environmental and outdoor education within a public park setting; (iii) for a reuse water system identified in the Town's Denton Creek Reuse Water Master Plan, as may be amended, (iv) for water detention; (v) for drilling a water well or wells; and (vi) for a cell tower located no further north than the northern most property line of the Oncor Dunham Substation to the Dunham Road right-of-way line; and (b) the name of the park developed on the Property shall be the Samuel G. Tate Athletic Complex at Furst Ranch. The restricted areas are depicted in Exhibit E.

Grantor, but not any other party, affiliate, successor or assign maintains the right to enforce the Deed Restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate the Deed Restrictions, either to prevent the violation or to require its correction.

Grantor, for the Additional Consideration, which includes issuance of the Park Land Dedication credits by Grantee as described in Exhibit C, and subject to the Reservations from Conveyance, the Exceptions to Conveyance and Warranty, and the Deed Restrictions, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty. In addition, on behalf of Grantor, the person executing this Special Warranty Deed has been duly authorized to do so and makes the representations and covenants required by Texas law and described in Exhibit D.

Grantee represents and warrants to Grantor that: (i) Grantee has the legal authority to enter into and agree to the terms of this Special Warranty Deed, including the Additional Consideration terms; (ii) this Special Warranty Deed has been duly approved by the Town of Flower Mound Town

Council in compliance with all applicable requirements of Texas law including, but not limited to, the Texas Open Meetings Act and the Town's home rule charter; (iii) the person executing this Special Warranty Deed on behalf of Grantee has been duly authorized by the Town of Flower Mound Town Council to do so; and (iv) this Deed is binding on and enforceable against the Grantee in accordance with its terms.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR, EXCEPT FOR THE WARRANTY OF TITLE INCLUDED IN THIS SPECIAL WARRANTY DEED (AS LIMITED HEREBY), EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE (COLLECTIVELY, "ENVIRONMENTAL PROBLEMS"); OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE DATE OF THIS SPECIAL WARRANTY DEED THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE. AS OF THE DATE OF THIS DEED GRANTOR HAS NO ACTUAL KNOWLEDGE OF THE PRESENCE OF ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the same Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee, without express or implied warranty, the strips or gores, if any, between the Property and abutting properties and land lying in or under any public thoroughfare, opened or proposed, abutting or adjacent to the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded as to the Property conveyed by this paragraph.

When the context requires, singular nouns and pronouns include the plural.

[The remainder of this page has been intentionally left blank.]

Executed this _____ day of November, 2024.

GRANTOR:

OLD WR RANCH I, L.P.,
a Texas limited partnership

By: Old WR Ranch LLC,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of November, 2024, by _____, _____ of Old WR Ranch, LLC, a Texas limited liability company and general partner of Old WR Ranch I, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

AGREED TO BY GRANTEE:

ATTEST:

TOWN OF FLOWER MOUND, TEXAS

Theresa Scott, Town Secretary

Cheryl Moore, Mayor

APPROVED AS TO FORM:

Bryn Meredith, Town Attorney

STATE OF TEXAS)
)
COUNTY OF DENTON)

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

Notary Public, State of Texas

Exhibits:

Exhibit A – Description of Property (97-Acre Park)

Exhibit B – Description of Benefitted Property

Exhibit C – Additional Consideration

Exhibit D – Grantor's State Law Representations and Covenants

Exhibit E – Depiction of Restricted Area

When recorded, return to:

OLD WR RANCH I, L.P.
2591 Lakeside Parkway, Suite 100
Flower Mound, Texas 75022

Exhibit A – Description and Depiction of Property

EXHIBIT 'A'

METES AND BOUNDS

BEING a 97.000 acre tract of land situated in the Rhody King Survey, Abstract No. 700, Town of Flower Mound, Denton County, Texas, being a portion of the tract of land described in deed to Oncor Electric Delivery Co, LLC recorded in Document Number 2021-149263, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), said 97.000 acre tract of land being more particularly described as follows;

BEGINNING at a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY" on a line 25 feet east of and parallel to the west line of said Oncor tract, said POINT OF BEGINNING being locatable by NAD 83 Grid Coordinates N: 7,063,694.00', E: 2,368,965.13';

THENCE North 00 degrees 50 minutes 17 seconds West, along a line 25 feet east of and parallel to the west line of said Oncor tract, a distance of 1,730.24 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY" on the the south right-of-way line of Dunham Road (90 foot wide right-of-way), from which a 5/8-inch iron rod found for the northeast corner of a tract of land described in deed to Leslie Juanelle Turner Jones as recorded in Document Number 2015-7233, O.P.R.D.C.T. bears South 89 degrees 57 minutes 03 seconds West, a distance of 25.00 feet;

THENCE North 89 degrees 57 minutes 03 seconds East, along the south right-of-way line of said Dunham Road, a distance of 2,048.19 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964" for northwest corner of a tract of land described as Tract No. E-410 in deed to United States of America as recorded in Volume 375, Page 130, Deed Records of Denton County Texas [D.R.D.C.T.];

THENCE along the common line of said Oncor tract and said United States of America tract the following courses and distances:

South 36 degrees 03 minutes 30 seconds East, a distance of 504.65 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 2009";

South 70 degrees 45 minutes 09 seconds West, a distance of 552.40 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964";

South 28 degrees 58 minutes 00 seconds East, a distance of 722.47 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964";

South 60 degrees 37 minutes 51 seconds West, a distance of 537.08 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964";

South 19 degrees 22 minutes 26 seconds East, a distance of 1,077.82 feet to found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964";

South 34 degrees 19 minutes 37 seconds West, a distance of 287.08 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE departing said common line, over and across said Oncor tract, the following courses and distances:

North 89 degrees 59 minutes 53 seconds West, a distance of 506.67 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

North 00 degrees 00 minutes 07 seconds East, a distance of 591.56 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY".

North 89 degrees 59 minutes 53 seconds West a distance of 524.72 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

North 00 degrees 00 minutes 07 seconds East, a distance of 416.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

North 89 degrees 59 minutes 53 seconds West, a distance of 844.55 feet to the POINT OF BEGINNING.

CONTAINING a computed area of 97.000 acres or 4,225,320 square feet of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone. Distances and areas hereon are surface values. A combined scale factor of 0.999849393 was used for this project.

PAGE 1 OF 1

A plat of even date accompanies this metes and bounds description.

B005700.147

MARCH 13, 2024



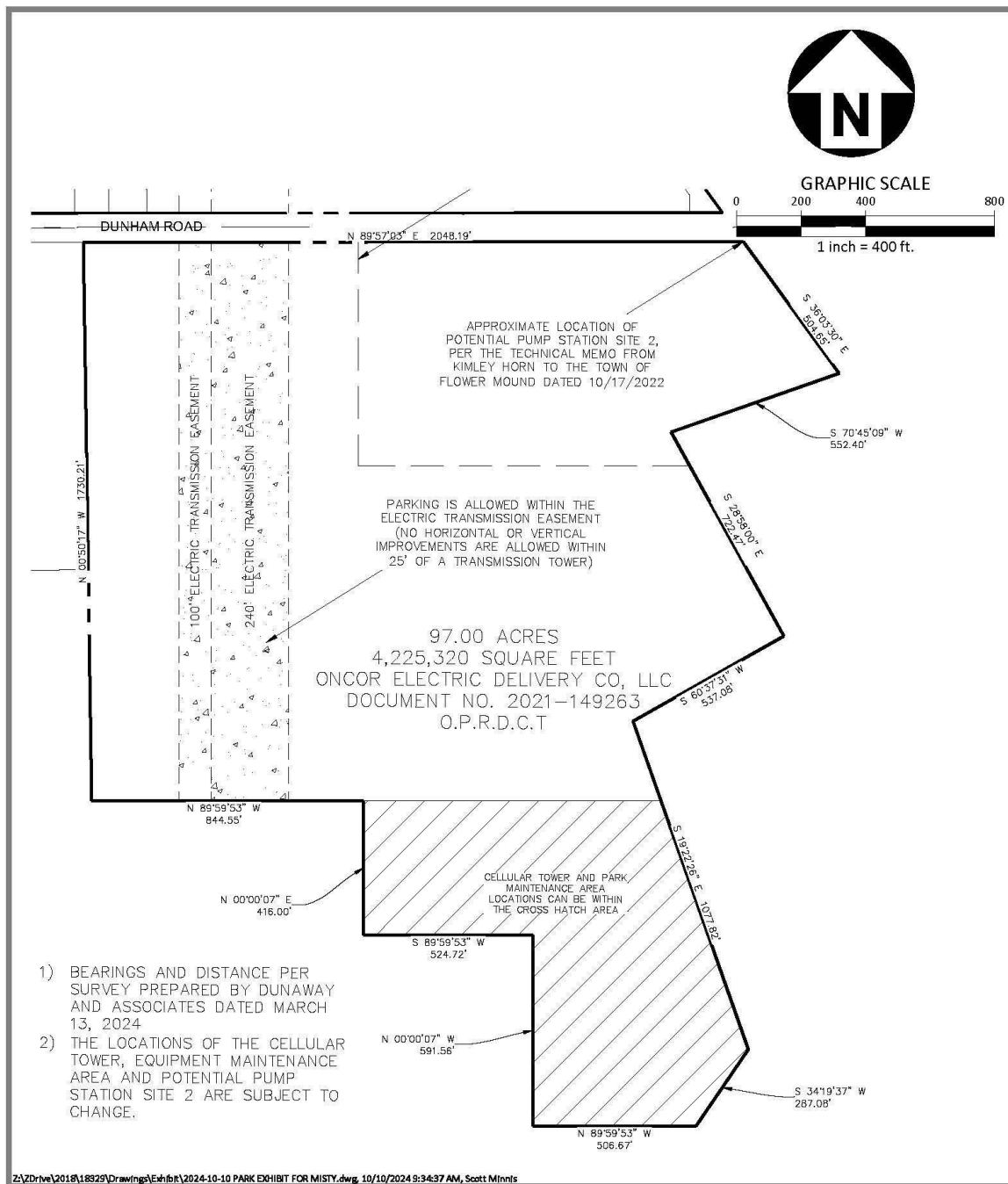
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.



**SURVEY OF
97.000 ACRES**

LOCATED IN THE
RHODY KING SURVEY, ABSTRACT NO. 700,
TOWN OF FLOWER MOUND, DENTON
COUNTY, TEXAS



Z:\ZDrive\2018\18329\Drawings\Exhibit\2024-10-10 PARK EXHIBIT FOR MISTY.dwg, 10/10/2024 9:34:37 AM, Scott Minns



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

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

www.mcadamsco.com

FURST RANCH

97-ACRE PARK

TOWN OF FLOWER MOUND, TEXAS

PLAN INFORMATION

PROJECT NO. 18329
FILENAME
2024-10-10 PARK EXHIBIT FOR MISTY
CHECKED BY XXX
DRAWN BY SM
SCALE 1"=400'
DATE 10. 10. 2024

Exhibit B – Legal Description and Depiction of Benefitted Property

Metes and Bounds Description of the Mixed Use Property

LEGAL DESCRIPTION - 317.014 ACRES

Being all of that certain lot, tract or parcel of land situated in the Ruth Allen Survey, Abstract Number 15, the B. B. B. & C. Railway Co. Survey, Abstract Number 187, the P. W. Caspary Survey, Abstract Number 277, the A. B. Danks Survey, Abstract Number 368, the J. C. McGowan and C. G. Pitcock Survey, Abstract Number 959 and the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being a portion of old U. S. Highway 377 as evidenced by that certain called 1.62 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 260, Page 488 of the Deed Records of Denton County, Texas, and that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and being part of that certain called 126.062 acre tract of land described as Tract B in deed in favor of Old WR Ranch I, L.P., recorded in Document 2006-41222 of the Real Property Records of Denton County, Texas, and being part of that certain called 1.892 acre tract of land described as Tract I and all of that certain called 62.678 acre tract of land described as Tract II in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2008-41355 of the Real Property Records, Denton County, Texas, and being all of that certain called 23.156 acre tract of land described in deed in favor of the Town of Flower Mound, recorded in Document No. 2015-118055 of the Real Property Records of Denton County, Texas, and being all of that certain called 6.220 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2016-73841 of the Real Property Records of Denton County, Texas, and being all of that certain called 44.53 acre tract of land described in deed in favor of SWC 1171-377, LTD, recorded in Document Number 2017-156273 of the Real Property Records of Denton County, Texas, and being all of that certain called 41.59 acre tract of land described in deed in favor of SWC 1171-377, LTD, recorded in Document Number 2017-156264 of the Real Property Records of Denton County, Texas, and being all of that certain called 8.756 acre tract of land described in deed in favor of Old WR Ranch I, L.P., recorded in Document Number 2020-1391 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the northwest corner of said 62.678 acre tract, being on the east line of U. S. Highway 377 as evidenced by said 12.32 acre tract at the southwest corner of that certain called 3.12 acre tract described in deed in favor of the United States of America recorded in Volume 490, Page 230 of the Deed Records of Denton County, Texas, and being on the south line of F. M. 1171 according to said 3.12 acre tract;

THENCE S 74°01'20" E, with the south line of said F. M. 1171 and the north line of said 62.678 acre tract, passing at 1072.29 feet a 1/2" capped rebar found (G&A) at the northeast corner thereof, being the northwest corner of said 6.220 acre tract, continuing with the north line of said 6.220 acre tract, passing at 1360.32 feet a 5/8" rebar found at the northeast corner thereof, being the most northerly northwest corner of said 44.53 acre tract and the southeast corner of said 3.12 acre tract and being the southwest corner of that certain called 3.24 acre tract of land described as Tract No. F-560E in deed in favor of the United States of America recorded in Volume 480, Page 317 of the

Deed Records of Denton County, Texas, continuing with the north line of said 44.53 acre tract, passing at 2068.67 feet a 1/2" capped rebar found (KAZ) at the northeast corner thereof, being the most northerly northwest corner of said 41.59 acre tract, continuing with the north line of said 41.59 acre tract, passing at 2768.65 feet a 1/2" capped rebar found (WALTERS) at the northeast corner thereof, being the northwest corner of said 126.062 acre tract and the southwest corner of said 3.24 acre tract and being the southwest corner of that certain called 6.95 acre tract of land described as Tract No. E-421E-2 in deed in favor of the United States of America recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas, continuing with the north line of said 126.062 acre tract a total distance of 3437.21 feet to a Texas Department of Transportation (TXDOT) brass disc in concrete found;

THENCE S 62°41'10" E, 101.98 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 73°59'45" E, 150.00 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 85°18'25" E, 101.97 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 73°59'45" E, 55.86 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the west corner of that certain called 0.0935 acre tract described as Parcel 8, Part One in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas;

THENCE S 66°32'15" E, 120.16 feet continuing with the south line of said F. M. 1171 and the south line of said 0.0935 acre tract to the west line of that certain called 0.30 acre tract of land described as Tract No. E-421E-4 in Judgement on Declaration of Taking styled United States of America v. Frank A. Schultz, et al, recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas;

THENCE S 16°00'15" W, 84.40 feet with the west line of said 0.30 acre tract to the southwest corner thereof;

THENCE S 73°59'45" E, 51.78 feet with the south line of said 0.30 acre tract to a point of curvature of a curve to the left;

THENCE continuing with the south line of said 0.30 acre tract with said curve to the left having a radius of 2060.08 feet, a central angle of 02°02'13" and an arc length of 73.24 feet, whose chord bears S 75°00'51" E, a distance of 73.23 feet to the southeast corner of said 0.30 acre tract;

THENCE N 16°00'15" E, 84.91 feet with the east line of said 0.30 acre tract to the south line of said F. M. 1171 and the south line of said 0.0935 acre tract;

THENCE S 88°08'40" E, 80.25 feet with the south line of said F. M. 1171 and the south line of said 0.0935 acre tract to the east corner thereof, being on the north line of said 126.062 acre tract;

THENCE continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract with a curve to the left having a radius of 1960.08 feet, a central angle of 13°14'13" and an arc length of 452.84 feet, whose chord bears S 85°02'01" E, 451.83 feet;

THENCE N 88°19'10" E, 165.66 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the northwest corner of that certain called 0.05 acre tract of land described as Tract No. E-421E-5 in deed in favor of the United States of America recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas;

THENCE S 01°40'50" E, 30.00 feet with the west line of said 0.05 acre tract to the southwest corner thereof;

THENCE N 88°19'10" E, 75.00 feet with the south line of said 0.05 acre tract to the southeast corner thereof;

THENCE N 01°40'50" W, 30.00 feet with the east line of said 0.05 acre tract to the northeast corner thereof on the south line of said F. M. 1171 and the north line of said 126.062 acre tract;
THENCE N 88°19'10" E, 445.88 feet with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the west corner of that certain called 0.1103 acre tract described as Parcel 8, Part Two in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas;

THENCE S 87°49'20" E, 355.49 feet with the south line of said 0.1103 acre tract to the southeast corner thereof on the east line of said 126.062 acre tract and the southerly line of that certain called 96.2 acre tract of land described as Parcel No. 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE S 59°11'00" W, 246.05 feet with the southerly line of said 96.2 acre tract and the east line of said 126.062 acre tract to a United States Army Corps. of Engineers (USACE) concrete monument with disk stamped E-136 found;

THENCE S 34°55'00" W, 185.34 feet continuing with the southerly line of said 96.2 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-135 found at the most westerly southeast corner of said 96.2 acre tract, being the northeast corner of that certain called 16.17 acre tract described as Tract No. 2 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE S 18°57'00" W, 222.73 feet with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-134 found;

THENCE S 25°42'00" E, 303.21 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-133 found;

THENCE S 55°18'00" E, 312.11 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-132 found;

THENCE S 77°46'30" E, 442.71 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-131 found;

THENCE S 30°48'15" W, 283.52 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-130 found;

THENCE S 52°12'30" W, 342.75 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-129 found;

THENCE S 27°46'30" W, 320.16 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-128 found;

THENCE N 40°56'10" W, 379.10 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-127 found;

THENCE N 27°08'40" W, 393.47 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-126 found;

THENCE N 48°15'00" W, 232.20 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-125 found;

THENCE S 13°00'30" E, 541.66 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-124 found;

THENCE S 87°41'30" W, 164.26 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-63 found at the southwest corner of said 16.17 acre tract, being on the west line of that certain called 101 acre tract of land described as Tract No. E-416 in Judgement on Declaration of Taking styled United States of America v. J. F. Crites, et al, recorded in Volume 374, Page 149 of the Deed Records of Denton County, Texas;

THENCE S 28°35'00" W, 559.24 feet with the west line of said 101 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-62 found;

THENCE S 36°00'00" E, 244.64 feet continuing with the west line of said 101 acre tract and the east line of said 126.062 acre tract to the southeast corner thereof, being on the north line of Dunham Road as evidenced by that certain called 1.3 acre tract of land described in deed in favor of Denton County, recorded in Volume 429, Page 155 of the Deed Records of Denton County, Texas;

THENCE S 89°56'35" W, with the south line of said 126.062 acre tract and the north line of said Dunham Road, passing at 1786.1 feet the southwest corner of said 126.062 acre tract, being the southeast corner of that certain called 8.756 acre tract of land described in deed in favor of Old WR Ranch I, L. P., recorded in Document Number 2020-1391 of the Real Property Records of

Denton County, Texas, continuing with the south line of said 8.756 acre tract a total distance of 2008.90 feet to the southwest corner of said 8.756 acre tract, being the most southerly southeast corner of the aforementioned 41.59 acre tract in favor of SWC 1171-377, LTD;

THENCE S 89°57'30" W, 661.45 feet continuing with the north line of said Dunham Road and the south line of said 41.59 acre tract to a 5/8" bolt in concrete found at the southwest corner thereof, being the most southerly southeast corner of the aforementioned 44.53 acre tract in favor of SWC 1171-377, LTD;

THENCE N 89°59'20" W, 665.74 feet with the north line of said Dunham Road and the south line of said 44.53 acre tract to a 1/2" rebar found at the southwest corner thereof, being the southeast corner of said 23.156 acre tract;

THENCE N 86°12'35" W, 772.89 feet with the north line of said Dunham Road and the south line of said 23.156 acre tract;

THENCE northwesterly continuing with the north line of said Dunham Road and the south line of said 23.156 acre tract and with a curve to the right having a radius of 564.70 feet, a central angle of 82°51'30", and an arc length of 816.64 feet, whose chord bears, N 42°10'07" E, 747.32 feet to a 1/2" capped rebar found (Metroplex);

THENCE N 00°48'00" W, 220.47 feet with the east line of said Dunham Road and the west line of said 23.156 acre tract to a 1/2" capped rebar found (Metroplex);

THENCE N 20°15'00" W, 48.51 feet with the east line of said Dunham Road and the west line of said 23.156 acre tract to a 1/2" capped rebar found (Metroplex);

THENCE N 00°14'00" W, passing at 19.50 feet a 1/2" rebar found at the northwest corner of said 23.156 acre tract and the southwest corner of said 62.678 acre tract, and continuing with the west line of said 62.678 acre tract and the east line of said Dunham Road a total distance of 233.64 feet to a 1/2" capped rebar found (G&A), being on the east line of old U. S. Highway 377 as evidenced by the aforementioned 12.32 acre tract in favor of the State of Texas;

THENCE with the west line of said 62.678 acre tract and the east line of said 12.32 acre tract and the east line of said Dunham Road with a curve to the left having a radius of 5789.58 feet, a central angle of 08°10'57" and an arc length of 826.83 feet, whose chord bears N 03°27'09" E, 826.13 feet to the remnants of a broken concrete monument found;

THENCE N 00°37'40" W, 637.69 feet with the west line of said 62.678 acre tract and the east line of said 12.32 acre tract and the east line of said Dunham Road;

THENCE S 89°24'35" W, with the north line of Dunham Road, passing at 140.1 feet the southeast corner of the aforementioned 1.892 acre tract in favor of 64.3 SE 1171/377, LLC, being the northeast corner of that certain called 25,120 square feet tract of land described as Parcel 45 in deed in favor of Denton County recorded in Document Number 2011-17585 of the Real Property Records of Denton County, Texas, continuing with the south line of said 1.892 acre tract and the

north line of said Parcel 45 a total distance of 293.38 feet to the east corner of that certain called 2,473 square feet tract of land described in deed in favor of Denton County, Texas, recorded in Document Number 2010-74475 of the Real Property Records of Denton County, Texas;

THENCE continuing with the north line of Dunham Road and the north line of said 2,473 square feet tract with a curve to the right having a radius of 250.00 feet, a central angle of 06°48'07" and an arc length of 29.68 feet, whose chord bears N 66°32'24" W, 29.66 feet to a TXDOT aluminum disk found;

THENCE N 63°08'20" W, 59.64 feet continuing with the north line of said Dunham Road and the north line of said 2,473 square feet tract to a 5/8" rebar found;

THENCE N 19°42'35" W, 13.31 feet continuing with the north line of said Dunham Road and the north line of said 2,473 square feet tract to the northwest corner thereof, being on the east line of U. S. Highway 377 as evidenced by that certain called 2.9 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed records of Denton County, Texas, and the west line of said 1.892 acre tract;

THENCE with the east line of said U, S, Highway 377 and the west line of said 1.892 acre tract with a curve to the left having a radius of 3879.72 feet, a central angle of 10°12'53" and an arc length of 691.68 feet, whose chord bears N 19°29'37" E, 690.76 feet to the north corner of said 1.892 acre tract;

THENCE N 51°03'55" E, 178.54 feet to the POINT OF BEGINNING, and containing approximately 317.014 acres of land.

LEGAL DESCRIPTION - 69.735 ACRES

BEING all that certain lot, tract or parcel of land situated in the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 224.42 acre tract of land described in deed in favor of Lizzie Curtis, wife of O. M. Curtis, recorded in Volume 100, Page 116 of the Deed Records of Denton County, Texas, and being part of that certain called 141.5 acre tract of land described in deed in favor of O. & C. Freeman Family LTD., recorded in Document Number 1996-48254 of the Real Property Records of Denton County, Texas, and being all that called 59.208 acre tract of land described in deed to SWC 1171-377, LTD, recorded in Document Number 2017-70757 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (Brittan & Crawford) at the southwest corner of said 59.208 acre tract and being the northwest corner of that certain called 29.701 acre tract of land described in deed in favor of Duinink Bros., Inc., recorded in Document Number 1993-22295 of the Real Property Records of Denton County, Texas, and being the southeast corner of that certain called 3.8 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 360, Page 276 of the Deed Records of Denton County, Texas, and being on the east line of the Texas and Pacific Railroad (called 100' right-of-way);

THENCE N 11°39'45" W, 266.74 feet with the west line of said 59.208 acre tract and the east line of said 3.8 acre tract and the east line of said Texas and Pacific Railroad to the beginning of a curve to the right;

THENCE continuing with the west line of said 59.208 acre tract and the east line of said 3.8 acre tract and the east line of said Texas and Pacific Railroad with said curve to the right having a radius of 3769.83', a central angle of 21°51'56" and an arc length of 1438.66 feet, whose chord bears N 01°00'27" E, 1429.94 feet to a 1/2" capped rebar found (BW2) at the northwest corner of said 59.208 acre tract and being the northeast corner of said 3.8 acre tract and being the southeast corner of that certain called 0.31 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 361, Page 580 of the Deed Records of Denton County, Texas, and being on the south line of that certain called 224.42 acre tract of land described in deed in favor of Lizzie Curtis, wife of O. M. Curtis, recorded in Volume 100, Page 116 of the Deed Records of Denton County, Texas;

THENCE continuing with the east line of said 0.31 acre tract and the east line of said Texas and Pacific Railroad, with said curve to the right having a radius of 3769.83', a central angle of 05°32'04" and an arc length of 364.14 feet, whose chord bears N 14°42'27" E, 364.00 feet;
THENCE N 19°52'40" E, 58.67 feet continuing with the east line of said 0.31 acre tract and the east line of said Texas and Pacific Railroad to the south line of F. M. 1171 as evidenced by that certain called 0.3960 acre tract of land described in deed in favor of Denton County, Texas, recorded in Document Number 2010-102518 of the Real Property Records of Denton County, Texas, from which an Aluminum TXDOT monument found at the southwest corner of said 0.3960 acre tract bears N 69°22'15" W, 3.8 feet;

THENCE S 69°22'15" E, 269.66 feet with the south line of said F. M. 1171 and the south line of said 0.3960 acre tract to a 5/8" rebar found at the beginning of a curve to the right;

THENCE continuing with the south line of said F. M. 1171 and the south line of said 0.3960 acre tract with said curve to the right having a radius of 1390.32 feet, a central angle of 15°56'28" and an arc length of 386.82 feet, whose chord bears S 61°24'01" E, 385.57 feet to an aluminum TXDOT monument found at the most easterly corner of said 0.3960 acre tract and being on the south line of that certain called 3.69 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 747, Page 782 of the Deed Records of Denton County, Texas;

THENCE S 49°16'00" E, with the south line of said F. M. 1171 and the south line of said 3.69 acre tract, passing at 609.49 feet the most southerly southeast corner of said 3.69 acre tract and being the most westerly corner of that certain called 3.07 acre tract of land described in Case No. 8079-C, styled State of Texas, et al v. Robert Keck Stahlman, et al, filed April 3, 1975, in the Probate Court of Denton County, Texas, and being on the south line of said 224.42 acre tract and the south line of said 141.5 acre tract and being the most northerly northeast corner of said 59.208 acre tract, continuing with the south line of said 3.07 acre tract and the north line of said 59.208 acre tract a total distance of 898.86 feet to a 1/2" capped rebar found (GW2) at the beginning of a curve to the left;

THENCE continuing with the south line of said F. M. 1171 and the south line of said 3.07 acre tract and the north line of said 59.208 acre tract with said curve to the left having a radius of 1492.40 feet, a central angle of 24°44'13" and an arc length of 644.33 feet, whose chord bears S 61°38'06" E, 639.34 feet to the northeast corner of said 59.208 acre tract;

THENCE S 27°44'50" E, 124.63 feet continuing with the south line of said F. M. 1171 and the south line of said 3.07 acre tract and the north line of said 59.208 acre tract to the most easterly northeast corner of said 59.208 acre tract on the west line of U. S. Highway 377, being the northwest corner of that certain called 25,129 square feet tract described in deed in favor of Denton County, recorded in Document Number 2008-125440 of the Real Property Records of Denton County, Texas;

THENCE S 13°32'10" W, 411.15 feet with the west line of U. S. Highway 377 and the west line of said 25,129 square feet tract and the east line of said 59.208 acre tract;

THENCE S 21°50'30" W, 430.63 feet continuing with the west line of said U. S. Highway 377 and the west line of said 25,129 square feet tract and the east line of said 59.208 acre tract to an aluminum TXDOT monument found at the southwest corner of said 25,192 square feet tract and being the southeast corner of said 59.208 acre tract, from which a United States Army Corps. of Engineers concrete monument with brass cap stamped F-525-7 found at the northeast corner of the aforementioned 29.701 acre tract bears N 89°22'50" E, 18.13 feet;

THENCE S 89°22'50" W, 1719.84 feet with the south line of said 59.208 acre tract and the north line of said 29.701 acre tract to the point of beginning and containing approximately 69.735 acres of land.

LEGAL DESCRIPTION - 549.157 Acres

Being all that certain lot, tract, or parcel of land situated in the Thomas Burress Survey, Abstract Number 33, the B. B. B. & C. Railway Co. Survey, Abstract Number 154, the B. B. B. & C. Railway Co. Survey, Abstract Number 187, the P. W. Caspary Survey, Abstract Number 277 and the J. N. Denson Survey, Abstract Number 359, Town of Flower Mound, Denton County, Texas, and being part of that certain called 251.99 acre tract of land described as Tract II in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas, and being part of that certain called 1129.061 acre tract of land described as Tract A in deed in favor of Old W.R. Ranch I, LP, recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being part of that certain called 20.206 acre tract of land described as Tract E in deed in favor of Old W.R. Ranch I, LP, recorded in Instrument No. 2004-4122 of the Real Property Records of Denton County, Texas, and being part that certain called 59.352 acre tract of land described in deed in favor of Orric Freeman and Carole Freeman, Trustees of the Freeman Living Trust, recorded in Document Number 2010-52504 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77708 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77709 of the Real Property Records of Denton County, Texas, and being

all of that certain called 0.2402 acre tract of land described as Parcel 12, Part 2 in deed in favor the State of Texas, recorded in Document Number 2019-78788 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, and being on the on the west line of said 20.206 acre tract;

THENCE N 00°39'39" W, with the east line of US 377, the east line of said 12.32 acre tract and the west line of said 20.206 acre tract, passing at 440.28 feet the northwest corner of said 20.206 acre tract, and the northeast corner of said 12.32 acre tract, and being the southwest corner of said 251.99 acre tract and being the southeast corner of that certain called 5.49 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 258 of the Deed Records of Denton County, Texas, continuing with the east line of said 251.99 acre tract and the west line of said 5.49 acre tract a total distance of 475.64 feet;

THENCE N 02°27'46" W, 3092.35 feet with the east line of said US 377 and the west line of said 251.99 acre tract, and the east line of said 5.49 acre tract, passing the northeast corner thereof and the southeast corner of that certain called 6.74 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 277 of the deed records of Denton County, Texas, continuing with the east line of said 6.74 acre tract to the westerly northwest corner of said 251.99 acre tract, and being the southwest corner of said 59.352 acre tract and being the southwest corner of that certain called 0.6168 acre tract of land described as Parcel 12, Part 1 in deed in favor of the State of Texas, recorded in Document Number 2019-78788 of the Real Property Records of Denton County, Texas;

THENCE N 89°47'30" E, 18.93 feet continuing with the east line of U. S. Highway 377, with the north line of said 251.99 acre tract and the south line of said 59.352 acre tract, and the south line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT) at the southeast corner of said 0.6168 acre tract;

THENCE N 02°28'10" W, 1152.35 feet, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT);

THENCE N 08°55'00" E, 66.28 feet, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT);

THENCE N 02°28'10" W, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract and passing at 420.46 feet a 1/2" capped rebar found (TXDOT) at the northeast corner thereof, and being on the east line of said 6.74 acre tract and the north line of said 59.352 acre tract, and continuing a total distance of 583.66 feet;

THENCE N 89°44'45" E, 1449.00 feet with the north line of said 0.2402 acre tract and the north line of said 59.352 acre tract to the northeast corner thereof, being the most northerly northwest corner of said 251.99 acre tract;

THENCE S 89°18'15" E, 793.69 feet with the north line of said 251.99 acre tract;

THENCE S 50°00'00" E, 800.00 feet;

THENCE S 25°00'00" W, 500.00 feet;

THENCE S 45°00'00" E, 800.00 feet;

THENCE S 40°00'00" W, 250.00 feet;

THENCE S 25°00'00" E, 500.00 feet;

THENCE South, 700.00 feet;

THENCE S 50°00'00" E, 1400.00 feet;

THENCE S 04°54'40" W, 768.98 feet to a United States Army Corps. of Engineers (USACE) concrete monument with disk stamped E-155 found on the south line of that certain called 96.2 acre tract of land described as Parcel No. 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton, recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE with the south line of said 96.2 acre tract the follow courses and distances:

S 08°57'00" E, 456.55 feet to a USACE concrete monument with disk stamped E-143;

S 25°30'00" E, 276.39 feet to a USACE concrete monument with disk stamped E-142;

S 11°13'00" E, 384.52 feet to a USACE concrete monument with disk stamped E-141;

S 89°15'00" E, 173.10 feet to a USACE concrete monument with disk stamped E-140;

S 21°02'00" E, 308.70 feet to a USACE concrete monument with disk stamped E-139

S 49°27'00" E, 427.84 feet to a USACE concrete monument with disk stamped E-138;

S 28°47'00" E, 336.67 feet to the northeast corner of that certain called 2.6335 acre tract of land described as Parcel 7, Part 1 in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, and being on the north line of F. M. 1171;

THENCE with the north line of said F. M. 1171 and the north line of said 2.6335 acre tract the following courses and distances:

S 84°48'20" W, 336.32 feet to a Texas Department of Transportation (TXDOT) monument with disk found;

S 88°19'10" W, 328.19 feet to a TXDOT monument with disk found;

S 84°02'15" W, 197.31 feet to a TXDOT monument with disk found;

S 88°22'00" W, 249.71 feet to a TXDOT monument with disk found;

With a curve to the right having a radius of 1837.88 feet, a central angle of 14°12'44" and an arc length of 455.89 feet, whose chord bears N 84°31'39" W, 454.72 feet to a TXDOT monument with disk found;

N 66°12'00" W, 128.70 feet to a TXDOT monument with disk found;

N 74°39'00" W, 65.41 feet to a point from which a TXDOT monument with disk found bears S 01°10'30" W, 1.1 feet;

S 89°02'25" W, 68.65 feet to a TXDOT monument with disk found;

N 74°00'35" W, 132.35 feet to a TXDOT monument with disk found;

N 56°54'25" W, 68.01 feet to a TXDOT monument with disk found;

N 74°00'35" W, 25.00 feet to a point from which a TXDOT monument with disk found bears S 06°00'00" E, 0.5 feet;

N 84°41'40" W, 107.87 feet to a TXDOT monument with disk found;

N 74°00'35" W, 781.33 feet to the northwest corner of said 2.6335 acre tract, and being the northwest corner of that certain called 40,987 square feet tract of land described in deed in favor of Denton County, recorded in Document Number 2008-17554 of the Real Property Records of Denton County, Texas, and being the southeast corner of said 15.97 acre tract recorded in Document Number 2010-77708, and being on the west line of said 1129.061 acre tract;

THENCE N 74°00'35" W, continuing with the north line of said F. M. 1171 and the north line of said called 40,987 square feet tract of land, and the south line of said 15.97 acre tract recorded in Document Number 2010-77708, passing at 704.4 feet the southwest corner thereof, and being the southeast corner of said 15.97 acre tract recorded in Document Number 2010-77709, continuing with the south line of said 15.97 acre tract recorded in Document Number 2010-77709, passing at 1409.0 feet the southwest corner thereof, and being the northwest corner of said 40,987 square feet tract and being the northeast corner of that certain called 44,003 square feet acre tract of land

described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, and being on the east line of said 20.206 acre tract, continuing with the north line of said 44,003 square feet tract a total distance of 3126.30 feet to a TXDOT monument with disk found;

THENCE N 65°05'25" W, 64.26 feet continuing with the north line of said F. M. 1171 and the north line of said 44,003 square feet tract to a TXDOT monument with disk found;

THENCE N 74°00'35" W, 365.53 feet continuing with the north line of said F. M. 1171 and the north line of said 44,003 square feet tract to the point of beginning and containing approximately 549.157 acres of land.

Legal Description - 130.233 acres

BEING all that certain lot, tract, or parcel of land situated in the B. B. B. & C. Railway Co. Survey, Abstract Number 154 and the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 126.92 acre tract of land described as Tract I in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas, and being all of a called 3.9103 acre tract of land described in deed to 64.3 SE 1171/377, LLC, recorded in Document Number 2013-58119 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (G&A) at the northeast corner of said 126.92 acre tract and being the southeast corner of that certain called 1.410 acre tract of land described in deed in favor of Speedway Partnership, recorded in Volume 4311, Page 1783 of the Real Property Records of Denton County, Texas, and being on the west line of U. S. Highway 377 as evidenced by that certain called 6.74 acre tract of land described as Parcel (a) in deed in favor of the State of Texas, recorded in Volume 279, Page 227 of the Deed Records of Denton County, Texas, being the northwest corner of said 6.74 acre tract and being the southwest corner of that certain called 0.16 tract of land described in deed from the Texas and Pacific Railway Company to the Public, recorded in Volume 269, Page 347 of the Deed Records of Denton County, Texas;

THENCE with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 6.74 acre tract with a curve to the left having a radius of 2924.80 feet, a central angle of 02°27'58" and an arc length of 125.90 feet, whose chord bears S 00°10'33" E, 125.89 feet;

THENCE S 02°27'46" E, continuing with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 6.74 acre tract, passing at 2142 feet the southwest corner of said 6.74 acre tract and being the northwest corner of that certain called 1.83 acre tract of land described as Parcel (b) in said deed in favor of the State of Texas, recorded in Volume 279, Page 227 of the Deed Records of Denton County, Texas, continuing with the west line of said 1.83 acre tract a total distance of 4557.30 feet to the north corner of that certain called

0.07 acre tract of land described as Tract No. 2 in deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed Records of Denton County, Texas;

THENCE with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 0.07 acre tract with a curve to the right, having a radius of 3759.60 feet, passing at an arc 242.78 feet a railroad spike found on the south line of said 126.92 acre tract and being the southwest corner of said 0.07 acre tract and being the north corner of that certain called 2.9 acre tract of land described in said deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed Records of Denton County, Texas, and being the northeast corner of said 3.9103 acre tract, continuing with the west line of said 2.9 acre tract and the east line of said 3.9103 acre tract, a total arc length of 549.88 feet, having a central angle of 08°22'48", whose chord bears S 04°59'50" W, 549.39 feet, being the most easterly northeast corner of that certain called 3.07 acre tract of land described in Case No. 8079-C styled State of Texas, et al v. Robert Keck Stahlman, et al, filed April 3, 1975, in the Probate Court of Denton County, Texas, and being on the north line of F. M. 1171 as evidenced by said 3.07 acre tract;

THENCE S 61°22'40" W, 108.44 feet with the north line of said F. M. 1171 and the north line of said 3.07 acre tract to the most easterly northeast corner of that certain called 21,000 square feet tract of land described as Parcel 1 in Amended Notice of Lis Pendens of Cause No. CV-2010-02552 styled Denton County, Texas, v. 1171 Group L.L.C., et al, recorded in Document Number 2010-90019 of the Real Property Records of Denton County, Texas.

THENCE N 74°03'30" W, 27.30 feet continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract to the beginning of a curve to the right;

THENCE continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract with said curve to the right having a radius of 1350.58 feet, a central angle of 24°45'38" and an arc length of 583.66 feet, whose chord bears N 61°40'24" W, 579.13 feet;

THENCE N 49°12'50" W, continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract, passing at 113.73 feet an aluminum TXDOT monument found at the northerly northeast corner of said 21,000 square feet tract and being the most easterly corner of that certain called 25,921 square feet tract of land described as Parcel 12 in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, continuing with the north line of said 25,921 square feet tract a total distance of 910.91 feet to an aluminum TXDOT monument found;

THENCE N 60°40'50" W, 208.79 feet continuing with the north line of said F. M. 1171 and the north line of said 25,921 square feet tract to a 1/2" rebar found at the most westerly corner of said 25,921 square feet tract and being on the north line of that certain called 3.69 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 747, Page 782 of the Deed Records of Denton County, Texas, and being on the south line of said 126.92 acre tract;

THENCE continuing with the north line of said F. M. 1171 and the north line of said 3.69 acre tract and the south line of said 126.92 acre tract with a curve to the left having a radius of 1492.39

feet, a central angle of 14°28'25" and an arc length of 376.99 feet, whose chord bears N 63°50'53" W, 375.99 feet to a 1/2" capped rebar found (GIBBONS);

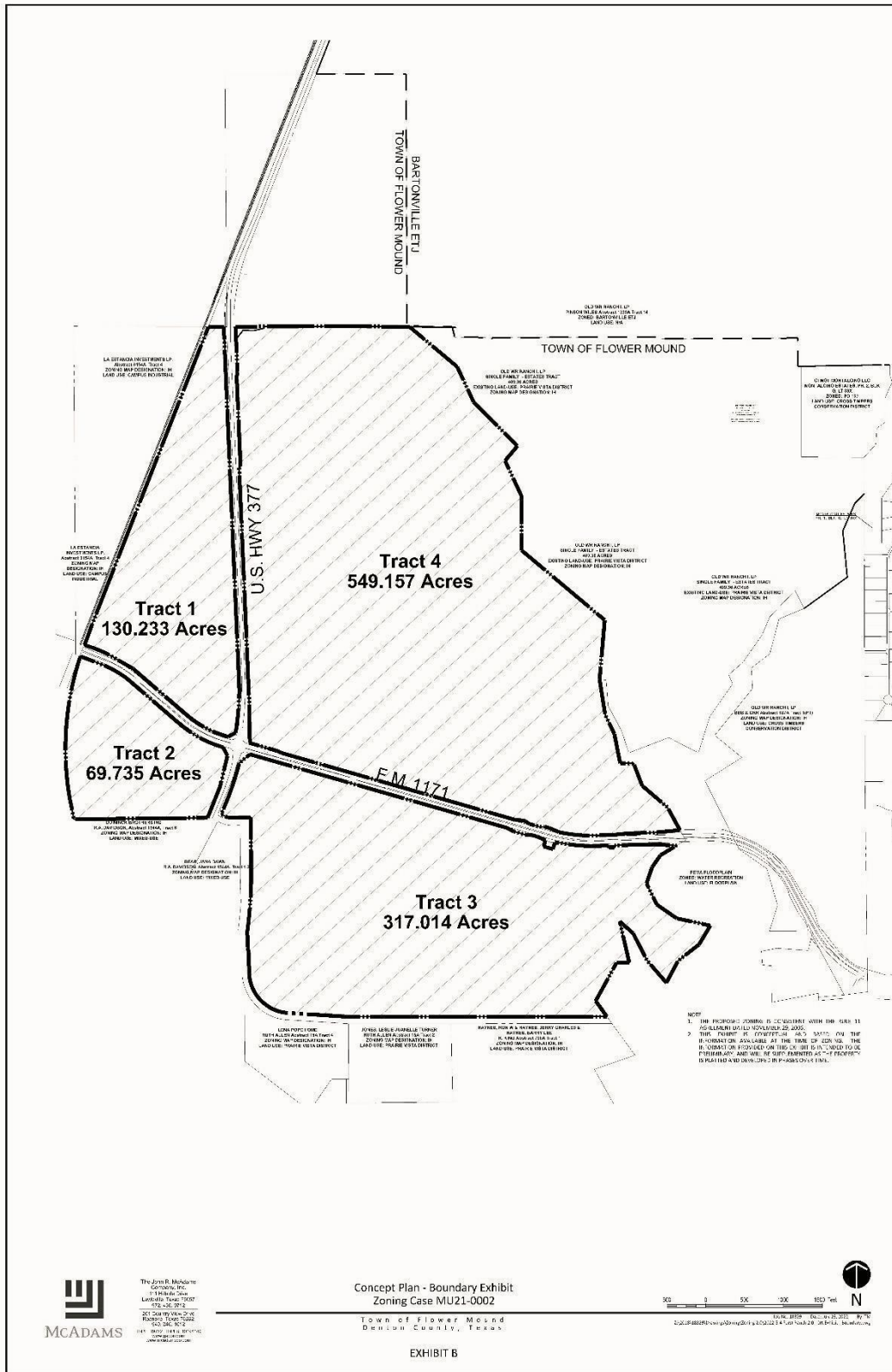
THENCE N 71°05'05" W, 110.71 feet continuing with the north line of said F. M. 1171 and the north line of said 3.69 acre tract and the south line of said 126.92 acre tract to a 1/2" capped rebar found (ILLEGIBLE) at the northwest corner of said 3.69 acre tract and being on the east line of the Texas and Pacific Railroad as evidenced by that certain called 0.31 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 361, Page 580 of the Deed Records of Denton County, Texas, and being the southwest corner of said 126.92 acre tract;

THENCE N 19°52'40" E, 285.09 feet with the east line of said Texas and Pacific Railroad and the east line of said 0.31 acre tract and the west line of said 126.92 acre tract to the north corner of said 0.31 acre tract;

THENCE N 21°20'25" E, 4113.34 feet continuing with the east line of said Texas and Pacific Railroad and the west line of said 126.92 acre tract to a 1/2" capped rebar found (G&A 4796) at the northwest corner of said 126.92 acre tract and being the southwest corner of the aforementioned 1.410 acre tract;

THENCE S 89°33'55" E, 200.72 feet with the north line of said 126.92 acre tract and the south line of said 1.410 acre tract to the point of beginning and containing approximately 130.233 acres of land.

Depiction of the Mixed Use Property



Description of 23-Acre Parcel

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE RUTH ALLEN SURVEY, ABSTRACT NUMBER 15, DENTON COUNTY, TEXAS, AND BEING ALL OF A TRACT DESCRIBED IN A DEED TO SAM W. LEE, RECORDED IN COUNTY CLERK DOCUMENT NUMBER 2015-77653, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LEE TRACT AND THE SOUTHWEST CORNER OF A CALLED 20.47 ACRE TRACT 4 DESCRIBED IN A DEED TO PAULINE MILRANY, JOHN L. LONG AND PATRICIA BURNS, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2009-138314, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, SAID PIN ALSO BEING ON THE NORTH LINE OF DUNHAM ROAD;

THENCE NORTH 86 DEGREES 23 MINUTES 27 SECONDS WEST WITH THE SOUTH LINE OF SAID LEE TRACT AND THE NORTH LINE OF DUNHAM ROAD, A DISTANCE OF 772.89 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE SOUTH LINE OF SAID LEE TRACT AND THE NORTH LINE OF DUNHAM ROAD AND BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83 DEGREES 03 MINUTES 02 SECONDS, A RADIUS OF 564.70 FEET, AN ARC LENGTH OF 818.54 FEET, AND A CHORD BEARING NORTH 42 DEGREES 02 MINUTES 12 SECONDS WEST, A DISTANCE OF 748.74 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT ON THE EAST LINE OF DUNHAM ROAD;

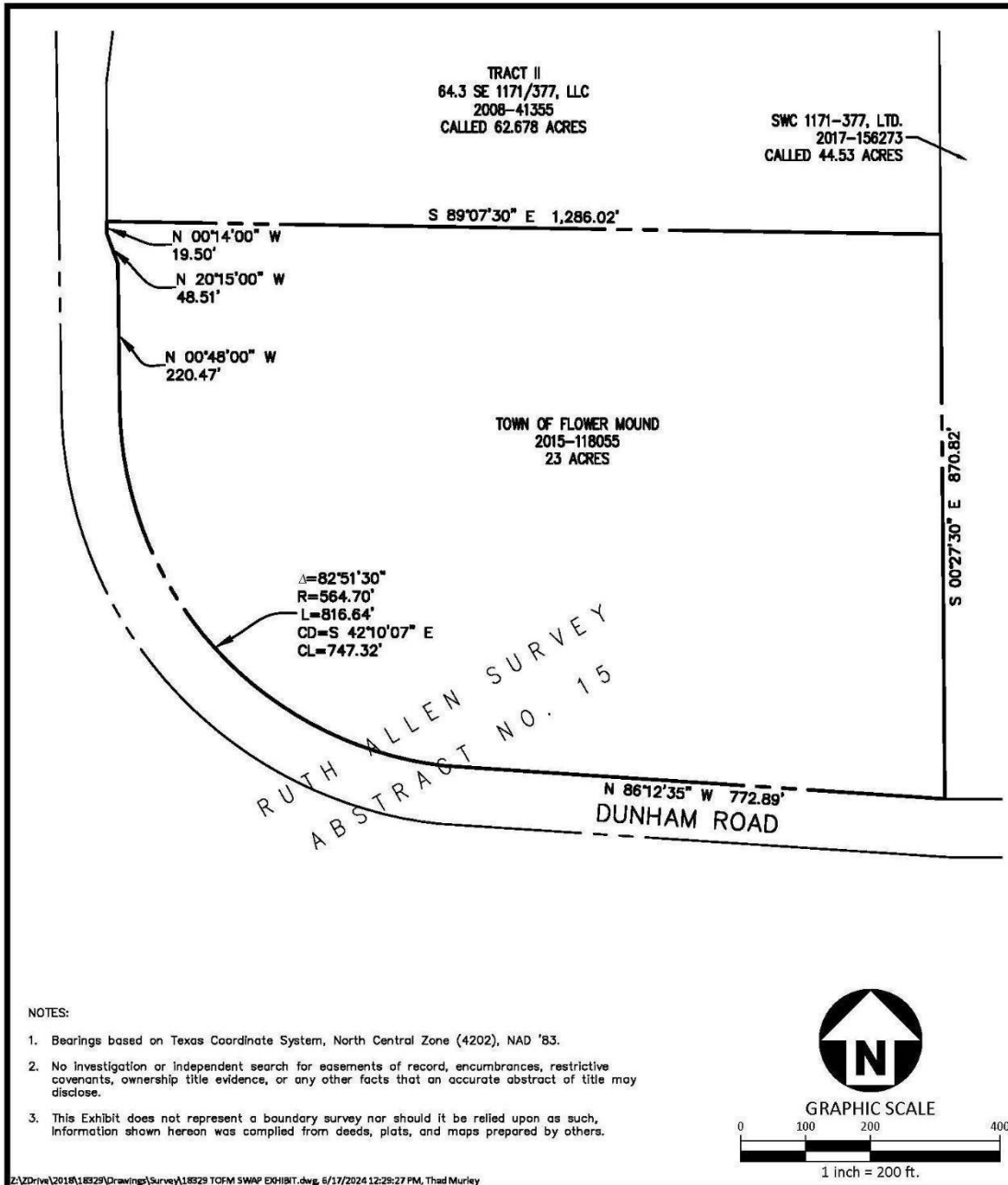
THENCE NORTH 00 DEGREES 47 MINUTES 56 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, A DISTANCE OF 220.47 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD;

THENCE NORTH 20 DEGREES 18 MINUTES 23 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT, A DISTANCE OF 48.47 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT AND EAST LINE OF DUNHAM ROAD;

THENCE NORTH 00 DEGREES 45 MINUTES 46 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, A DISTANCE OF 19.50 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, SAID PIN ALSO BEING AT THE SOUTHWEST CORNER OF A CALLED 62.678 ACRE TRACT II DESCRIBED IN A DEED TO 64.3 SECONDS 1171/377, LLC, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2008-41355, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 07 MINUTES 41 SECONDS EAST WITH THE NORTH LINE OF SAID LEE TRACT AND THE SOUTH LINE OF SAID 64.678 ACRE TRACT, A DISTANCE OF 1285.96 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID WOOD TRACT AND THE SOUTHEAST CORNER OF SAID 64.678 ACRE TRACT, SAID PIN ALSO BEING ON THE WEST LINE OF SAID 20.47 ACRE TRACT;

THENCE SOUTH 00 DEGREES 27 MINUTES 53 SECONDS EAST WITH THE EAST LINE OF SAID LEE TRACT AND THE WEST LINE OF SAID 20.47 ACRE TRACT, A DISTANCE OF 870.61 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 23.156 ACRES OF LAND, MORE OR LESS.



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

phone 972.436.9712
fax 972.436.9715
TBPLS FIRM #
PE:19762 RPLS:10194440
www.mcadamsco.com

EXHIBIT
TOWN OF FLOWER MOUND
23 ACRE PARCEL
RUTH ALLEN SURVEY, ABSTRACT NO. 15
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT NO. 18329
CHECKED BY WTM
DRAWN BY WTM
SCALE 1"=200'
DATE 06.17.2024

Exhibit C –Additional Consideration

Part of the Additional Consideration for the transfer of the Property from Grantor to Grantee is the obligation for the Town to provide the consideration described below.

1. The conveyance of the Property to Grantee will entitle 1171 Commercial, LLC and its assigns, Grantor, and Grantor's assigns a 1:1 Park Land Dedication credit in accordance with applicable Town of Flower Mound park land dedication ordinances applicable to the Benefitted Property described on Exhibit B of this Warranty Deed (one acre of credit per one acre of land dedicated after subtracting the acreage for the 23-Acre Parcel described on Exhibit B), which credits shall be used to satisfy such Park Land Dedication requirements for any portion of the Mixed Use Property described on Exhibit B of this Special Warranty Deed. Such credits will be reduced by an amount equal to any area within the Oncor electric transmission easement depicted on Exhibit E that, in Grantee's sole, good faith determination, Oncor prohibits Grantee from using for parking, in whole or in part, in the manner desired by Grantee. Such credits shall not be subject to any further Park Board or Town Council review or approval. Such credits for Park Land Dedication will be tracked through a "bank" starting with the conveyance of the Property. The bank shall not have a negative balance at any time. Grantee's consent shall not be required for an assignment of credits described by this Exhibit C. The Property is not required to be identified or shown on any plat, site plan, or other development permit of any kind for the Benefitted Property in order for the credits described by this Exhibit C to be effective.

2. Subject to Grantee's exclusive and discretionary election to appropriate funds, Grantee may construct and fund, at its sole cost, all costs pursuant to Section 90-448 of the Town's Code of Ordinances and all costs for design and construction of trail segments within the Property, as required by the Town of Flower Mound's Trail Master Plan. For purposes of this Section 2, the Town of Flower Mound's Trail Master Plan means the Town's adopted 2022 Trails and Bikeways Master Plan approved pursuant to Ordinance No. 41-22 adopted by the Town of Flower Mound Town Council on August 22, 2022, which is the trail and bikeways master plan applicable to the Property. Such improvements shall not be required as a condition to the approval of any plat application or other development permit application approval of any kind for the Benefitted Property described on Exhibit B of this Special Warranty Deed.

Exhibit D State Law Representations and Covenants

Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the 'TEC') electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the 'Form 1295'). Grantee hereby confirms receipt of the Form 1295 from Grantor, and Grantee agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying Grantee and the contract identification number, neither Grantee nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Grantor; and, neither Grantee nor its consultants have verified such information.

Public Information. Notwithstanding any other provision to the contrary in this Special Warranty Deed, all information, documents, and communications relating to this Special Warranty Deed may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Special Warranty Deed and, to the extent such requirements apply to this Special Warranty Deed, the Grantor agrees that this Special Warranty Deed may be terminated if the Grantor knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Grantor fails to cure the violation on or before the 10th business day after the date Grantee provides notice to Grantor of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Special Warranty Deed, Grantor is required to preserve all contracting information related to this Special Warranty Deed as provided by the records retention requirements applicable to Grantee for the duration of this Special Warranty Deed; promptly provide to Grantee any contracting information related to this Special Warranty Deed that is in the custody or possession of the Grantor on request of Grantee; and on completion of the Agreement, either provide at no cost to Grantee all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to Grantee.

Employment of Undocumented Workers. Grantor agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), Grantor shall repay the incentives granted herein within 120 days after the date Grantor is notified by Grantee of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

Statutory Verifications. Grantor makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Special Warranty Deed (the "Verifications"). As used in such Verifications, Grantor understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Grantor within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications shall survive until barred by the applicable

statute of limitations, notwithstanding anything contained in this Special Warranty Deed to the contrary.

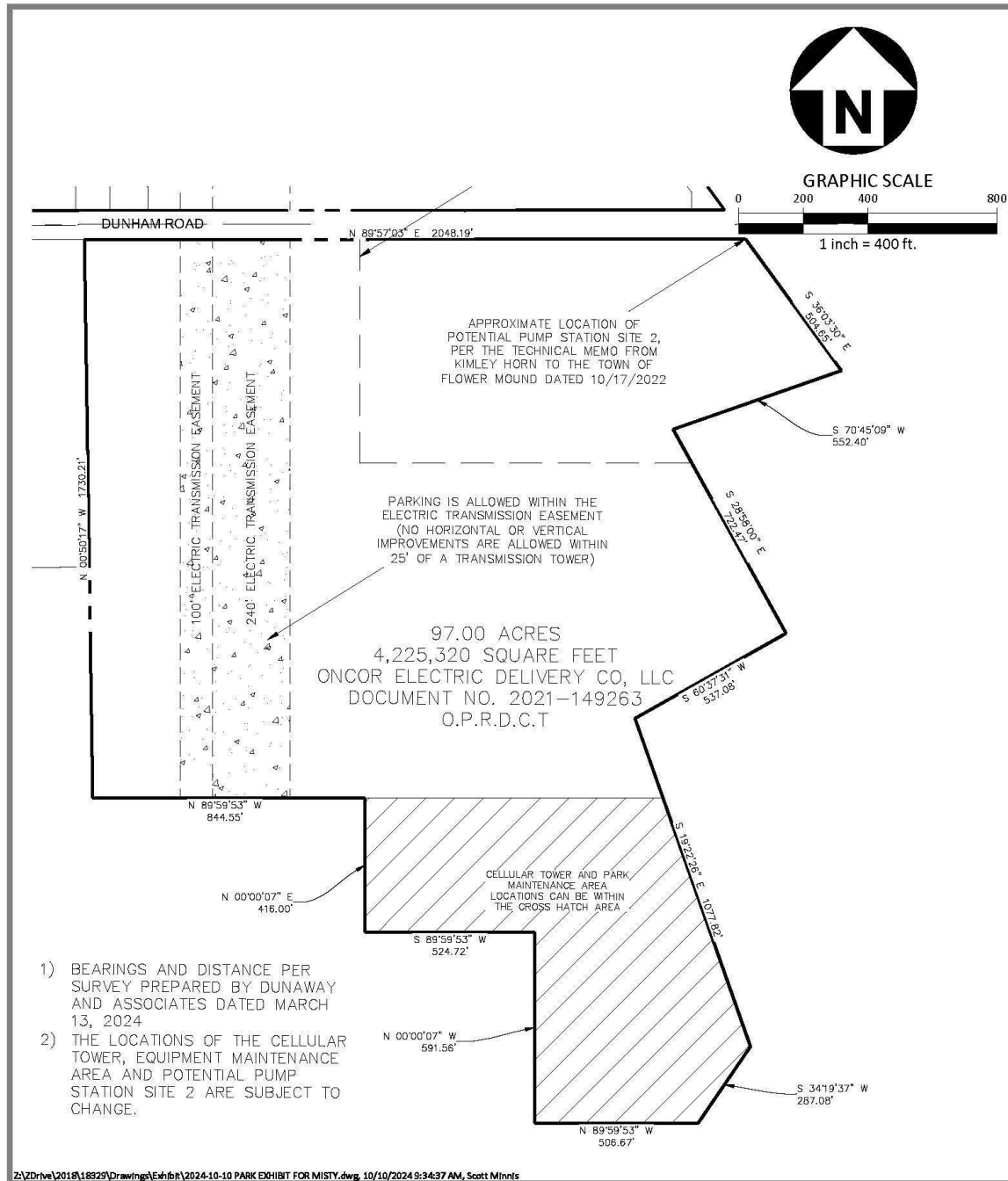
- a. **Iran, Sudan and Foreign Terrorist Organizations.** Grantor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes Grantor 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.
- b. **No Boycott of Israel.** Grantor hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification, 'boycott Israel,' has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- c. **No Discrimination Against Firearm Entities and Firearm Trade Associations.** Grantor hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification and the following definitions:
 - i. 'discriminate against a firearm entity or firearm trade association,' has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to

refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

- ii. 'firearm entity,' has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and
- iii. 'firearm trade association,' has the meaning in Section 2274.001(7), Texas Government Code, and means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

- d. **No Discrimination Against Fossil Fuel Companies.** Grantor hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

Exhibit E Depiction of Restricted Area



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

phone 972.436.9712
fax 972.436.9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

FURST RANCH 97-ACRE PARK TOWN OF FLOWER MOUND, TEXAS

PLAN INFORMATION

PROJECT NO. 18329
FILENAME
2024-10-10 PARK EXHIBIT FOR MISTY
CHECKED BY XXX
DRAWN BY SM
SCALE 1"=400'
DATE 10.10.2024

SPECIAL WARRANTY DEED
(23-Acre Parcel)

Date: November 5, 2024

Grantor: TOWN OF FLOWER MOUND, TEXAS

Grantor's Mailing Address: 2121 Cross Timbers Road, Flower Mound, Texas 75028

Grantee: OLD WR RANCH I, L.P., a Texas limited partnership

Grantee's Mailing Address: 2591 Lakeside Parkway, Suite 100, Flower Mound, Texas 75022

Property (including any improvements):

The real property more particularly described and depicted in Exhibit A attached hereto and incorporated herein by reference for all purposes.

Consideration:

Real property described as an approximate 97-acre parcel described in Exhibit B and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Reservations from Conveyance:

For Grantor and Grantor's successors, and assigns forever, a reservation of all subsurface oil, gas, and other minerals in and under and that may be produced from the Property, but Grantor waives all rights of ingress and egress to the surface of the Property for the purpose of capturing, exploring, developing, mining or drilling for same. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the subsurface oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that (i) these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property; and, (ii) no oil, gas or other drilling, production or transportation operations of any kind, including but not limited to the drilling, placement, or casing of any well, meter, pipeline shall take place or be situated within 200 feet of the surface of the Property.

Exceptions to Conveyance and Warranty:

Oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property.

That certain grazing lease described in Exhibit C, hereto.

Grantee assumes and agrees to pay the general real estate taxes and special assessments for 2024 and subsequent years not yet due and payable, and any subsequent tax assessment due to a change in land usage or ownership or both.

Grantor, pursuant to Section 311.008(b)(2) of the Texas Tax Code and for the consideration described above and subject to the Reservations from Conveyance, the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns. Grantor binds Grantor to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise. In addition, on behalf of Grantee, the person executing this Special Warranty Deed has been duly authorized to do so and makes the representations and covenants required by Texas law and described in Exhibit D.

Grantor represents and warrants to Grantee that: (i) Grantor has the legal authority to enter into this Special Warranty Deed; (ii) this Special Warranty Deed has been duly approved by the Flower Mound Town Council in compliance with all applicable requirements of Texas law including, but not limited to, the Texas Open Meetings Act and the Town's home rule charter; (iii) the person executing this Special Warranty Deed on behalf of Grantor has been duly authorized by the Town of Flower Mound Town Council to do so; and (iv) this Special Warranty Deed is binding on and enforceable against Grantor in accordance with its terms.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR, EXCEPT FOR THE WARRANTY OF TITLE INCLUDED IN THIS SPECIAL WARRANTY DEED (AS LIMITED HEREBY), EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE (COLLECTIVELY, "ENVIRONMENTAL PROBLEMS"); OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE DATE OF THIS SPECIAL WARRANTY DEED THAT WOULD OTHERWISE IMPOSE

ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE. AS OF THE DATE OF THIS DEED GRANTOR HAS NO ACTUAL KNOWLEDGE OF THE PRESENCE OF ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration described above, grants, sells, and conveys to Grantee, without express or implied warranty, the strips or gores, if any, between the Property and abutting properties and land lying in or under any public thoroughfare, opened or proposed, abutting or adjacent to the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded as to the Property conveyed by this paragraph.

When the context requires, singular nouns and pronouns include the plural.

[The remainder of this page has been intentionally left blank.]

Executed this _____ day of _____, 2024.

GRANTOR:

TOWN OF FLOWER MOUND

By: _____

Name: Cheryl Moore

Title: Mayor

STATE OF TEXAS)

)

COUNTY OF DENTON)

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

Notary Public, State of Texas

AGREED TO BY GRANTEE:

OLD WR RANCH I, L.P.,
a Texas limited partnership

By: Old WR Ranch LLC,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS)

)

COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, _____ of Old WR Ranch, LLC, a Texas limited liability company and general partner of Old WR Ranch I, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

Exhibit:

Exhibit A – Description and Depiction of Property

Exhibit B – Description of 97-Acre Park

Exhibit C – Grazing Lease

Exhibit D – Grantee's State Law Representations and Covenants

When recorded, return to:

OLD WR RANCH I, L.P.

2591 Lakeside Parkway, Suite 100

Flower Mound, Texas 75022

Exhibit A – Description and Depiction of Property

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE RUTH ALLEN SURVEY, ABSTRACT NUMBER 15, DENTON COUNTY, TEXAS, AND BEING ALL OF A TRACT DESCRIBED IN A DEED TO SAM W. LEE, RECORDED IN COUNTY CLERK DOCUMENT NUMBER 2015-77653, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LEE TRACT AND THE SOUTHWEST CORNER OF A CALLED 20.47 ACRE TRACT 4 DESCRIBED IN A DEED TO PAULINE MILRANY, JOHN L. LONG AND PATRICIA BURNS, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2009-138314, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, SAID PIN ALSO BEING ON THE NORTH LINE OF DUNHAM ROAD;

THENCE NORTH 86 DEGREES 23 MINUTES 27 SECONDS WEST WITH THE SOUTH LINE OF SAID LEE TRACT AND THE NORTH LINE OF DUNHAM ROAD, A DISTANCE OF 772.89 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE SOUTH LINE OF SAID LEE TRACT AND THE NORTH LINE OF DUNHAM ROAD AND BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83 DEGREES 03 MINUTES 02 SECONDS, A RADIUS OF 564.70 FEET, AN ARC LENGTH OF 818.54 FEET, AND A CHORD BEARING NORTH 42 DEGREES 02 MINUTES 12 SECONDS WEST, A DISTANCE OF 748.74 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT ON THE EAST LINE OF DUNHAM ROAD;

THENCE NORTH 00 DEGREES 47 MINUTES 56 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, A DISTANCE OF 220.47 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD;

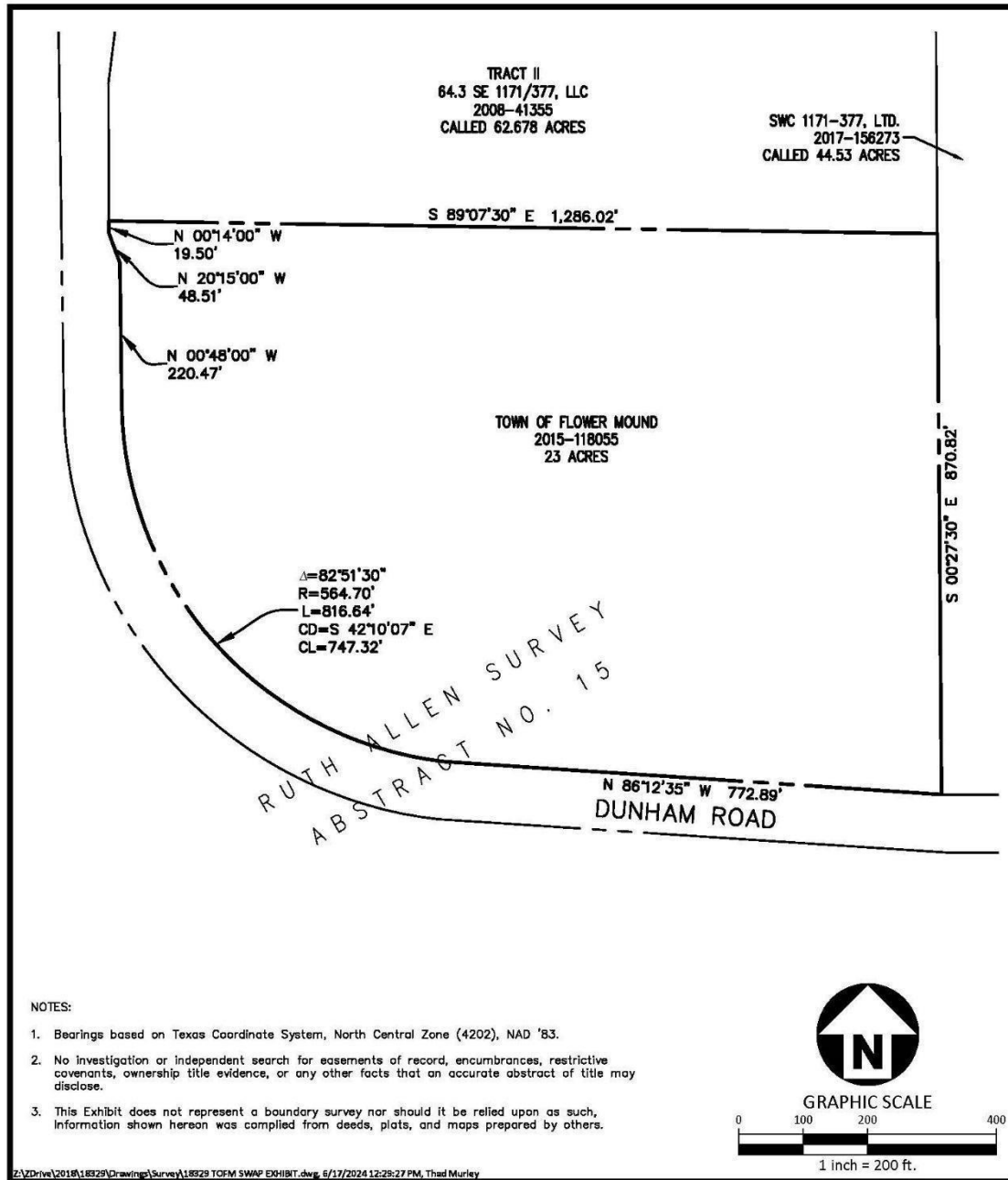
THENCE NORTH 20 DEGREES 18 MINUTES 23 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT, A DISTANCE OF 48.47 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE WEST LINE OF SAID LEE TRACT AND EAST LINE OF DUNHAM ROAD;

THENCE NORTH 00 DEGREES 45 MINUTES 46 SECONDS WEST WITH THE WEST LINE OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, A DISTANCE OF 19.50 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LEE TRACT AND THE EAST LINE OF DUNHAM ROAD, SAID PIN ALSO BEING AT THE SOUTHWEST CORNER OF A CALLED 62.678 ACRE TRACT II DESCRIBED IN A DEED TO 64.3 SECONDS 1171/377, LLC, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2008-41355, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 07 MINUTES 41 SECONDS EAST WITH THE NORTH LINE OF SAID LEE TRACT AND THE SOUTH LINE OF SAID 64.678 ACRE TRACT, A DISTANCE OF 1285.96 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID WOOD TRACT AND THE SOUTHEAST CORNER OF SAID 64.678 ACRE TRACT, SAID PIN ALSO BEING ON THE WEST LINE OF SAID 20.47 ACRE TRACT;

THENCE SOUTH 00 DEGREES 27 MINUTES 53 SECONDS EAST WITH THE EAST LINE OF SAID LEE TRACT AND THE WEST LINE OF SAID 20.47 ACRE TRACT, A DISTANCE OF 870.61 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 23.156 ACRES OF LAND, MORE OR LESS.

23-Acre Parcel Depiction (Tract A)



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

phone 972. 436. 9712
fax 972. 436. 9715
TBPLS FIRM #
PE:19762 RPLS: 10194440
www.mcadamsco.com

EXHIBIT
TOWN OF FLOWER MOUND
23 ACRE PARCEL
RUTH ALLEN SURVEY, ABSTRACT NO. 15
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT NO. 18329
CHECKED BY WTM
DRAWN BY WTM
SCALE 1"=200'
DATE 06.17.2024

EXHIBIT B – DESCRIPTION OF THE 97-ACRE PARK

METES AND BOUNDS

BEING a 97.197 acre tract of land situated in the Rhody King Survey, Abstract No. 700, Town of Flower Mound, Denton County, Texas, being a portion of the tract of land described in deed to Oncor Electric Delivery Co, LLC recorded in Document Number 2021-149263, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), said 97.197 acre tract of land being more particularly described as follows;

BEGINNING at a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY", on the west line of said Oncor tract, within asphalt pavement known as Haynes Road, from which a found 1/2-inch iron rod for the southwest corner of said Oncor tract, bears South 00 degrees 05 minutes 55 seconds East, a distance of 1,450.37 feet;

THENCE North 00 degrees 05 minutes 55 seconds West, along the west line of said Oncor tract, a distance of 178.63 feet to a found 1/2-inch iron rod for the northeast corner of a tract of land described in deed to Zondine Land, LLC, as recorded in Document No. 2018-62989, O.P.R.D.C.T., and the southeast corner of a tract of land described in deed to IVM Capital, LLC - Series A, as recorded in Document No. 2018-105620, O.P.R.D.C.T.;

THENCE North 00 degrees 50 minutes 17 seconds West, continuing along the west line of said Oncor tract and along the east line of said IVM Capital tract and the east line of a tract of land described in deed to Leslie Juanelle Turner Jones as recorded in Document No. 2015-7233, O.P.R.D.C.T., passing at a distance of 1,967.61 feet a found 5/8-inch iron rod for the northeast corner of said Jones tract, continuing in all a distance of 2,017.63 feet to the northwest corner of said Oncor tract within a gravel road known as Dunham Road;

THENCE North 89 degrees 59 minutes 16 seconds East, along the north line of said Oncor tract and said Dunham Road, a distance of 2,038.51 feet to the northeast corner of said Oncor tract and the northwest corner of a tract of land described as Tract No. E-410 in deed to United States of America as recorded in Volume 375, Page 130, Deed Records of Denton County Texas (D.R.D.C.T.);

THENCE along the common line of said Oncor tract and said United States of America tract the following courses and distances:

South 36 degrees 03 minutes 25 seconds East, passing at a distance of 60.15 feet a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964", continuing in all a distance of 564.85 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 2009"

South 70 degrees 45 minutes 09 seconds West, a distance of 552.40 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 28 degrees 58 minutes 00 seconds East, a distance of 722.47 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 60 degrees 37 minutes 51 seconds West, a distance of 537.08 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 19 degrees 22 minutes 26 seconds East, a distance of 702.07 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, departing said common line, over and across said Oncor tract, a distance of 1,068.61 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 00 degrees 00 minutes 07 seconds East, continuing over and across said Oncor tract, a distance of 416.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 283.06 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 222.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 89 degrees 59 minutes 53 seconds East, continuing over and across said Oncor tract, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 582.70 feet to the POINT OF BEGINNING.

CONTAINING a computed area of 97.197 acres or 4,233,888 square feet of land, more or less.

NOTES:

1. The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone. Distances and areas hereon are surface values. A combined scale factor of 0.999880014 was used for this project.

PAGE 1 OF 1

A plat of even date accompanies this
metes and bounds description.

B005700.147

AUGUST 4, 2022

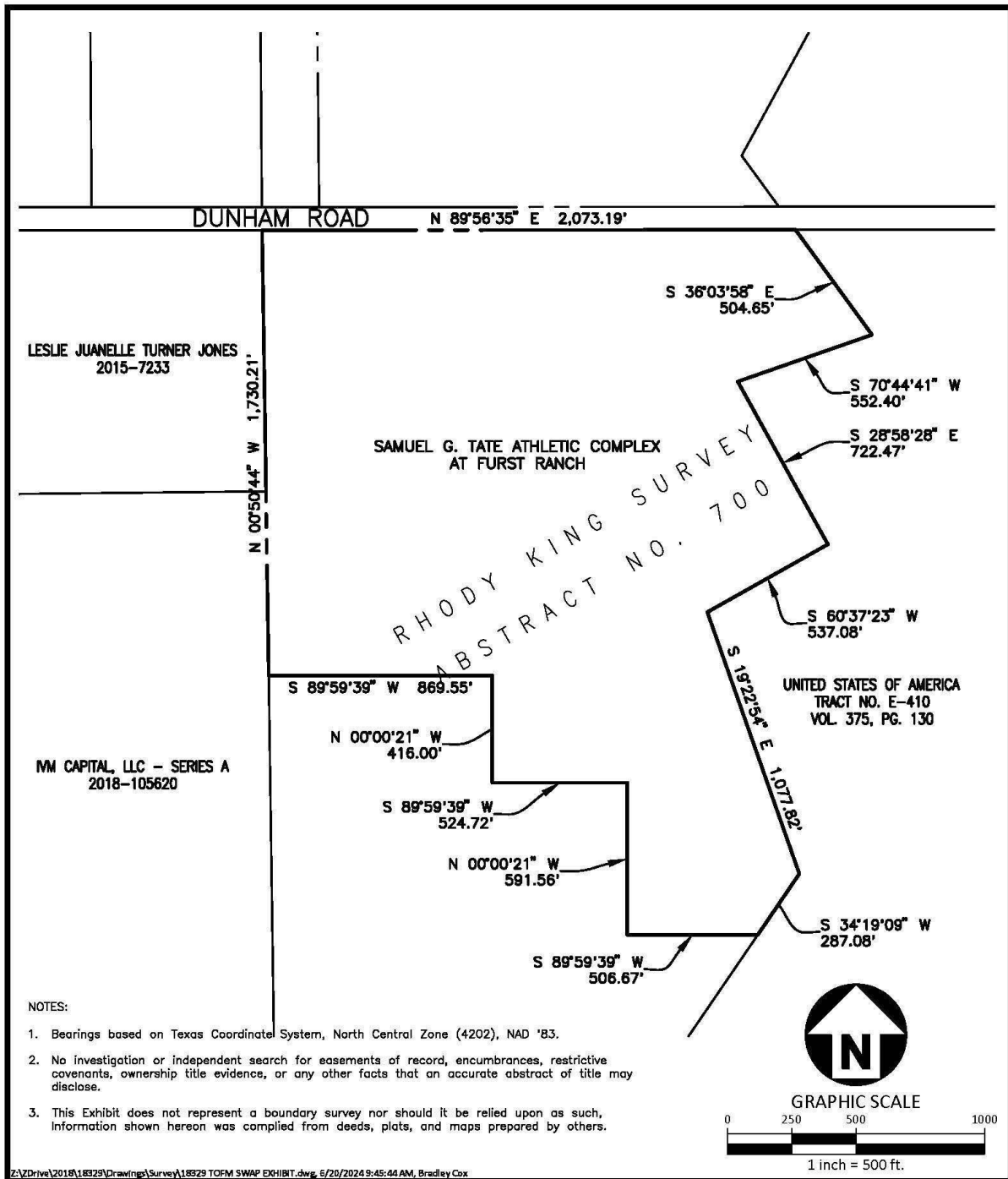
DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100



**SURVEY OF
97.197 ACRES**

LOCATED IN THE
RHODY KING SURVEY, ABSTRACT NO. 700,
TOWN OF FLOWER MOUND, DENTON COUNTY,
TEXAS



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

phone 972. 436. 9712
fax 972. 436. 9715
TBPLS FIRM #
PE:19762 RPLS:10194440
www.mcadamsco.com

EXHIBIT
**SAMUEL G. TATE ATHLETIC COMPLEX
AT FURST RANCH**
RHODY KING SURVEY, ABSTRACT NO. 700
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT NO. 18329
CHECKED BY WTM
DRAWN BY WTM
SCALE 1"=500'
DATE 06. 17. 2024

EXHIBIT C - GRAZING LEASE

FARM LEASE

This Farm Lease (the "Agreement" or the "Lease") is made and entered into this 20th day of May 2024, by and between the Town of Flower Mound, (Lessor), and the Wayne Haynes Estate("Lessee").

In consideration of the mutual covenants and agreements herein set forth and other good and valuable considerations, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the land and any existing improvements and facilities existing thereon containing approximately 22.8 acres of land, located next to Dunham Road in the Town of Flower Mound, County of Denton, Texas (the "Premises").

1. Purpose: The Premises shall be used exclusively for farming and livestock grazing, and for no other purposes. Lessee shall not cultivate any portions of the Premises not presently being used for the cultivation of crops without Lessor's prior written consent.

2. Term: The term of this Lease shall be from May 20, 2024 to May 17, 2026, both dates inclusive, unless sooner terminated as herein provided. The term of this Lease shall continue from month to month thereafter unless either party gives thirty (30) days written notice to the other party before the expiration of any term hereof, or unless terminated and not continued in the event Lessee fails to pay Lessor the yearly rent in advance on or before the anniversary date of this Lease. It is further understood and agreed to by the Lessee that the Lessor shall have the right to develop any portion for Town purposes during the term of this Lease. In such event, Lessor may cancel and terminate this Lease or Partial termination of the Lease by Lessor, Lessor shall prorate the rent (as defined below) and reimburse Lessee for any unearned rent. Lessor reserves the right to assign this Lease.

3. Rent: Lessee agrees to pay Lessor without any prior demand therefore and without any deduction or set-off whatsoever as fixed rent, the sum of Three Hundred Sixty-four U.S. Dollars (\$364.00) for the term of the lease as described above. The address for payment of Rent to Lessor is listed in Section 15(e) of this Lease.

4. Maintenance: Lessee agrees and covenants to keep and maintain in good repair all fenced and other improvements on the Premises. Lessee shall not cut or otherwise damage or destroy trees of any kind growing upon the Premises without prior written consent of the Lessor. Lessee shall not permit weeds or noxious plants or grasses to grow while the same may be kept down or eradicated by reasonable diligence and sound conservation practices. Lessee agrees to mow the permanent pastureland and dormant cultivation at such times as are needed. Lessee agrees to keep the Premises free from any accumulation of trash or refuse. Lessee shall not permit the scattering of wire or the placement of bailing wire on the fences. Lessee agrees to not overstock the Premises with cattle or livestock and further agrees that Lessor shall be the sole judge of the capacity of the pasture and number of livestock that should graze thereon and Lessee agrees to abide the Lessor's decision in this matter.

5. Improvements and Major Repairs: Lessee may not make any alterations, additions or improvements to the Premises without the prior written consent of the Lessor. Alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessee shall not mortgage or encumber any part of the Premises. Lessee shall incur no expense of any nature whatsoever or create any obligation of any kind for any purpose affecting the Premises.

6. Water Supply: Lessor shall have no responsibility or liability for supplying water to the Premises. Lessor shall not be required to furnish water for the benefit of Lessee, and if any buildings on the

Premises shall be destroyed or damaged by a fire or any other cause, Lessor shall not be required to repair or replace the same or furnish a substitute for Lessee, and shall not be liable for any damaged or destroyed contents of the Lessee.

7. Right to Enter: Lessor or its authorized representatives shall have the right, at any reasonable time, to enter on the Premises for the purposes of making major repairs, alterations, improvements, examinations or surveys, and for the inspection of the Premises, including soil tests and borings on the Premises as it shall deem necessary or advisable. Lessor further reserves for itself the right to enter the Premises for the purpose of hunting wild game, birds, and for fishing.

8. No Partnership: This Lease shall not give rise to a partnership relationship between the parties hereto. Neither party shall have the authority to bind the other.

9. Indemnification: Lessee agrees to indemnify and hold harmless Lessor and its officers, directors, employees and agents, from and against any and all claims, demands, liabilities, damages, including punitive damages, losses, injuries to person or property, or responsibility arising therefrom, costs, and expenses, including reasonable attorney's fees, for the defense thereof arising from Lessee's use of the Premises, or from any act or omission by Lessee, its agents, servants, employees, contractors, guests or invitees on or about the Premises during the term of this agreement or prior to or after the term of the Agreement, it being the intent of the parties that Lessee's indemnity obligation be without limit and without regard to the cause or causes thereof or the negligence of any party or parties, whether such negligence be sole, joint, concurrent or contractual, active or passive, including gross negligence. In the event that any action or proceeding is brought against Lessor by reason of any of the above, Lessee, as material part of the consideration to Lessor, hereby assumes all risk of loss and damage from any source to Lessee's property, or property under Lessee's control, in, upon, or about the Premises or improvements thereon, and Lessee hereby waives all claims in respect thereof against Lessor and agrees to defend and save Lessor harmless from and against such claims by others, and Lessee agrees that this indemnification is intended to be as broad and inclusive as it permitted by the laws of the State of Texas, and that if any portion is held invalid, then it is agreed that the balance shall continue in full legal force and effect.

10. Compliance with Law: Lessee shall, at Lessee's sole cost and expense, during the term hereof, comply with all laws and regulations of any governmental authority affecting the Premises including without limitations, the Federal Insecticide, Fungicide and Rodenticide Act, and will indemnify and hold Lessor and the Premises free and harmless from all liens, claims, demands or actions, which may result from the failure, neglect or refusal of Lessee to comply with said laws or regulations or claims by others.

11. No Assignment or Sublease: Lessee may not assign this Lease nor sublease any portion of the Premises without the prior written consent of Lessor.

12. Utility Charges: Lessee shall pay all utility charges, including without limitation, electricity, heat, water, gas, power, garbage, communications, and sewer services used in and about the Premises, to paid before the same becomes delinquent.

13. Breach: If Lessor or Lessee fails to carry out any provisions of the Agreement, the other party shall have the right to terminate this Lease on thirty (30) days written notice to the offending party of his intention to do so.

14. Entire Agreement-Amendment: This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

15. Other Provisions:

a. Insurance. Lessee shall maintain liability insurance for the Premises, insuring Lessor from acts involving death or bodily injury in an amount equal to \$1,000,000.00 per occurrence. Lessor shall be listed as an insured on the policy. Lessee shall maintain insurance on its personal property on the Premises.

b. Lessee's Acceptance of the Premises. Lessee accepts the Premises "AS IS, WITH ALL FAULTS", and in its present condition. Lessee represents that the Premises are suitable for Lessee's purposes.

c. Attorney's Fees. If either party retains an attorney to enforce this Lease, the prevailing party shall be entitled to recover attorney's fees and costs relating thereto.

d. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

e. Notices. Any notice required or permitted hereunder must be in writing. Any notice required by this Lease will be deemed to be delivered three (3) days after (whether actually received or not) deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The addresses for notice shall be as follows:

Lessor: Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Lessee: Wayne Haynes Estate
c/o Ron W. Haynes
6536 Lake Side Circle
North Richland Hills, TX 76180

f. Any and all other leases between Lessor and Lessee in reference to the Premises are hereby deemed null and void.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Lease to be effective as of the date first above written.

LESSOR:

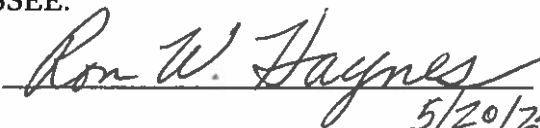
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

By: 

Name: James W Childers

Title: Town Manager

LESSEE:

By:  5/20/24

Name: Wayne Haynes Estate
Ron W. Haynes, Executor
6536 Lake Side Circle
North Richland Hills, TX 76180

EXHIBIT D – STATE LAW REPRESENTATIONS AND WARRANTIES

Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the 'TEC') electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the 'Form 1295'). Grantor hereby confirms receipt of the Form 1295 from Grantee, and Grantor agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying Grantor and the contract identification number, neither Grantor nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Grantee; and, neither Grantor nor its consultants have verified such information.

Public Information. Notwithstanding any other provision to the contrary in this Special Warranty Deed, all information, documents, and communications relating to this Special Warranty Deed may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Special Warranty Deed and, to the extent such requirements apply to this Special Warranty Deed, the Grantee agrees that this Special Warranty Deed may be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Grantee fails to cure the violation on or before the 10th business day after the date Grantor provides notice to Grantee of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Special Warranty Deed, Grantee is required to preserve all contracting information related to this Special Warranty Deed as provided by the records retention requirements applicable to Grantor for the duration of this Special Warranty Deed; promptly provide to Grantor any contracting information related to this Special Warranty Deed that is in the custody or possession of the Grantee on request of Grantor; and on completion of the Agreement, either provide at no cost to Grantor all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to Grantor.

Employment of Undocumented Workers. Grantee agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), Grantee shall repay the incentives granted herein within 120 days after the date Grantee is notified by Grantor of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

Statutory Verifications. Grantee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Special Warranty Deed (the "Verifications"). As used in such Verifications, Grantee understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Grantee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications shall survive until barred by

the applicable statute of limitations, notwithstanding anything contained in this Special Warranty Deed to the contrary.

- a. **Iran, Sudan and Foreign Terrorist Organizations.** Grantee 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, as amended. The foregoing representation excludes Grantee 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.
- b. **No Boycott of Israel.** Grantee hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification, “boycott Israel,” has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- c. **No Discrimination Against Firearm Entities and Firearm Trade Associations.** Grantee hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification and the following definitions:
 - i. “discriminate against a firearm entity or firearm trade association,” has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's

refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

- ii. "firearm entity," has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and
- iii. "firearm trade association," has the meaning in Section 2274.001(7), Texas Government Code, and means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

- d. **No Discrimination Against Fossil Fuel Companies.** Grantee hereby verifies that it and 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 Special Warranty Deed. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental

standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.



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

DATE: November 4, 2024
FROM: JP Walton, Chief Strategic Officer
ITEM: **Consider approval of the FY 24-25 Strategic Plan for the Town of Flower Mound.**

BACKGROUND: The FY 24-25 Strategic Plan includes the Town's strategic goals, objectives, and initiatives for FY 24-25. These goals, objectives, and initiatives were discussed and selected at the Strategic Planning Retreat held on July 18, 2024. Through this retreat and accompanying community engagement, this strategic plan is the basis for the Town's strategy over the next several years. The strategic objectives and initiatives listed in the plan for FY 24-25 are tracked throughout the year on the Town's Community Performance Dashboard and progress is reported to Town Council. This Strategic Plan represents the third plan since the Town's strategic planning reset starting in October of 2022. This plan serves as the basis in which the Town can continue to grow and enhance its focus on achieving strategic goals through corresponding objectives and initiatives in future years.

BOARD REVIEW/CITIZEN FEEDBACK: Community Engagement is a Foundational Goal in the Town's Strategic Plan. The Town's FloMo Convos community engagement initiative and the Town's Resident Survey both assisted Town Council in creating a Strategic Plan that is not only responsive to community needs but is based upon feedback received from the community itself.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. FY 24-25 Strategic Plan

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

24-25 STRATEGIC PLAN

TOWN OF FLOWER MOUND



ACKNOWLEDGMENTS

The community's input was invaluable in shaping our strategic plan. Thank you for to Town Council, Town Staff, and the Flower Mound Community who participated in our strategic planning process. Your ideas are shaping our town's future!

- Flower Mound Strategic Services Team

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Cheryl Moore
Mayor



Adam Schiestel
Place 1
Deputy Mayor Pro Tem



Chris Drew
Place 2



Brian Taylor
Place 3



Janvier Werner
Place 4



Ann Martin
Place 5
Mayor Pro Tem



MAYOR & TOWN COUNCIL

TOWN MISSION/VISION

The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.

TOWN CORE VALUES

Authentic | We cultivate genuine relationships and stay real, always

Exceptional | We hold high standards with high expectations.

Dedicated | We strive to go the extra mile for our community and for each other.

Family | We feel proud to work together and have fun along the way.

WE OWN IT!



EXECUTIVE SUMMARY

The Town of Flower Mound's Strategic Plan is more than just a document—it's a comprehensive vision for our community. Developed in collaboration with Town Council, department leaders, and residents, the plan provides a roadmap to guide our priorities, processes, and decision-making over the next several years. The Strategic Plan ensures that the Town provides effective, efficient, and innovative services to our community. Goals are developed under eight strategic priority areas that align with the Town's mission, vision, and values.

The Mayor and Town Council have identified eight areas to help guide the work of Town government:



Goal 1

Superior Quality of Life

Flower Mound's foremost objective is to provide its residents, business owners, and community with a superior quality of life. This overarching goal serves as the Town's Desired Outcome for all other strategic goals. It emphasizes the importance of creating an environment where people can thrive, enjoy, and find fulfillment.



Goal 2

Public Safety

Ensuring the public safety of Flower Mound's residents and businesses is a top priority. This is a Core Goal that focuses on implementing measures and strategies to keep Flower Mound safe. Public safety is a fundamental component in creating an environment where people can live, work, and play securely.



Goal 3

Infrastructure

Infrastructure is a Core Goal which focuses on maintaining and enhancing the Town's most essential services like water, sewer, drainage, transportation, and connectivity. A robust and well-maintained infrastructure is essential to support the Town's growth, provide essential services, and ensure the overall well-being of the community.



Goal 4

Financial Stability & Operational Soundness

Achieving financial stability and operational soundness is crucial for the long-term success of the Town. This Core Goal focuses on managing the Town's finances efficiently and ensuring operational sustainability. It involves responsible budgeting, resource allocation, and strategic planning to meet the needs of the community in the most efficient manner.



Goal 5

Environment & Country Feel

Flower Mound is committed to preserving its natural environment and maintaining its country feel. This Community Goal seeks to protect green spaces, maintain its rural charm, and promote tree preservation to contribute to a high quality of life and a unique community character.



Goal 6

Parks & Recreation

Flower Mound recognizes that the availability of parks and recreation contributes to the well-being and the overall quality of life of its residents. This Community Goal is aimed at providing residents with diverse recreational opportunities to promote well-being and to provide opportunities to connect with nature.



Goal 7

Economic Development

Economic development is a Community Goal that seeks to stimulate the local economy, attract new businesses, and create job opportunities. By fostering a dynamic economic environment, Flower Mound aims to enhance its residents' prosperity and the overall economic vitality of the community.



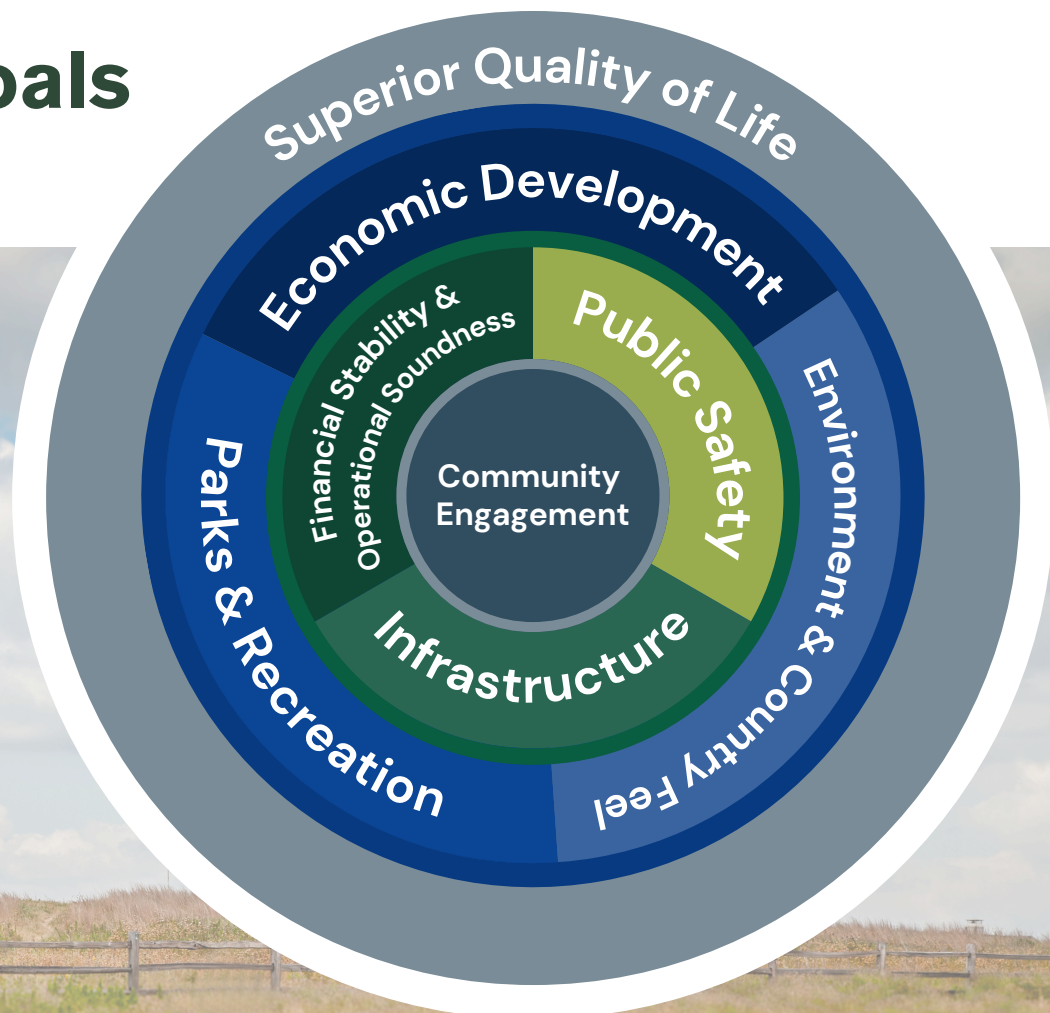
Goal 8

Community Engagement

Community engagement is a continuous process that shapes and guides the Town's actions and decision-making. This Foundational Goal emphasizes the importance of active participation and feedback from the community to ensure that all objectives align with the desires and needs of the community.

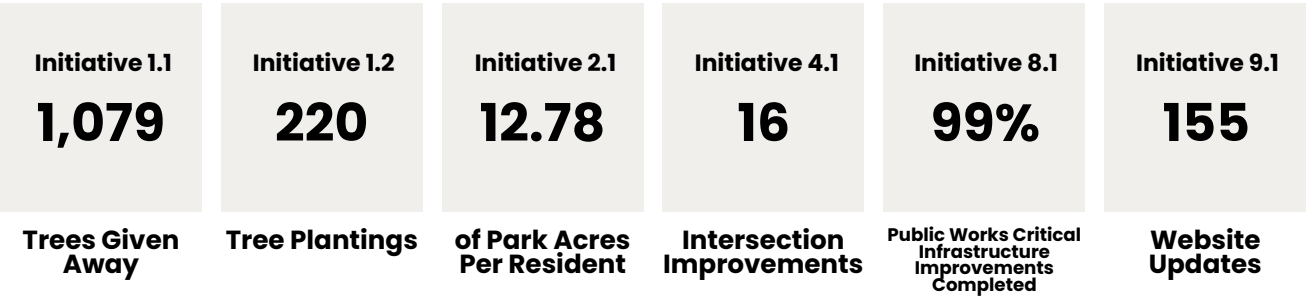
Strategic Goals

Focus areas for the Town



23-24 STRATEGIC PLAN HIGHLIGHTS

PERFORMANCE OVERVIEW



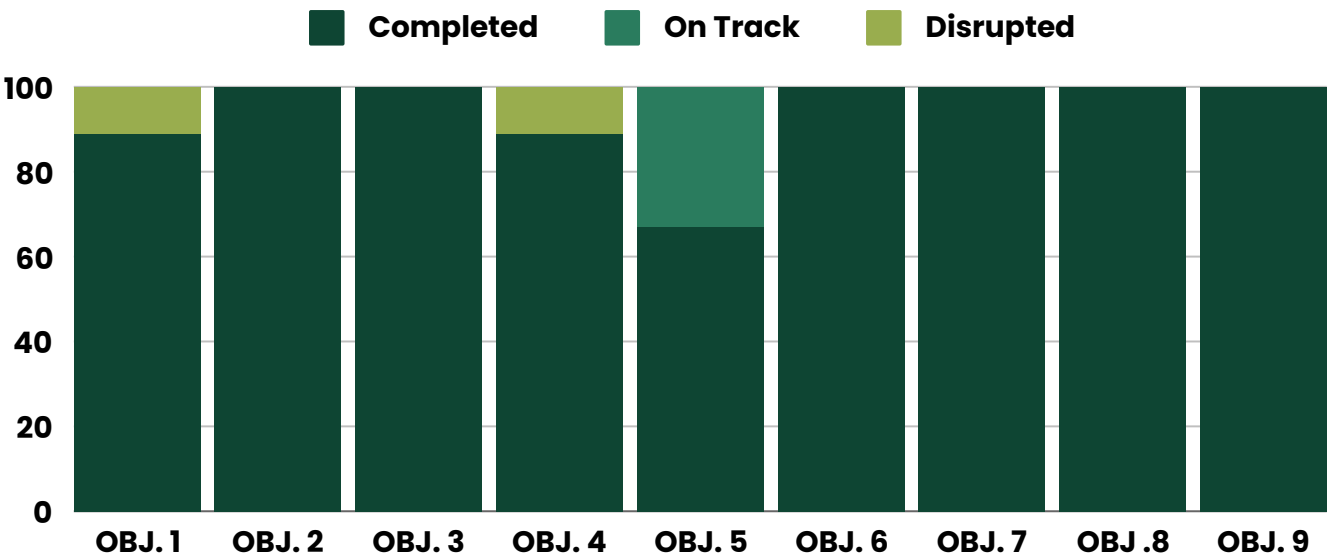
Initiative 2.2
The Town Council approved a Decision Package in the FY 24/25 budget to fund the Fall festival.

Initiative 3.2
ZacTax Sales Tax Analysis was implemented to provide industry-specific tax insights to boost sales tax.

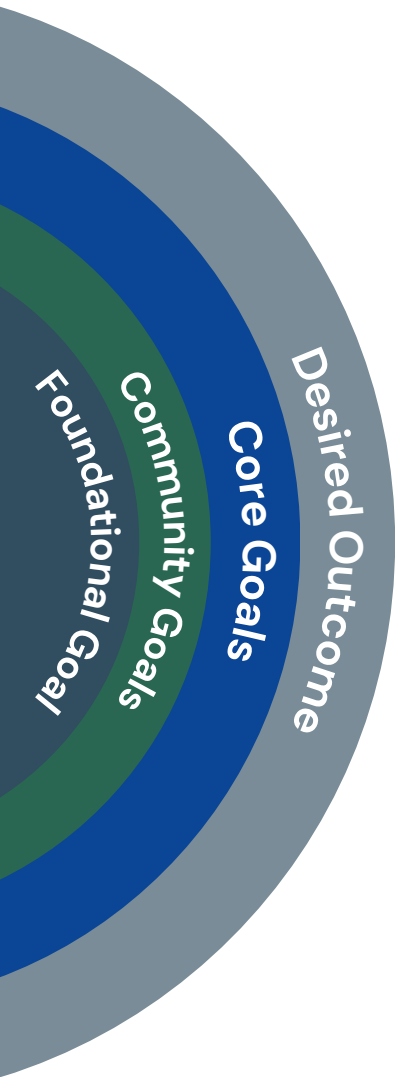
Initiative 6.1
The Town’s Homestead Exemption Increased by 2.5% in FY 24-25 Budget.

Initiative 8.2
An internal risk assessment was conducted and necessary solutions were implemented.

COMPLETION BY OBJECTIVE



THE STRATEGIC PLANNING PROCESS



Mission/Vision

Flower Mound's mission and vision guide the Strategic Plan, setting the course for the Town's development. These principles were reaffirmed during the 2022 and 2023 retreats, ensuring they align with the community's aspirations and provide a clear framework for future goals and initiatives.

Town Council

The Flower Mound Town Council plays a key role in shaping the Strategic Plan. This foundational work was further refined during the 2024 Strategic Planning Retreat, where the Council reaffirmed strategic goals and identified specific initiatives alongside Town staff for FY 24-25. The Council's active involvement ensures that the Strategic Plan aligns with the Town's long-term vision and the needs of its residents.

Public Input

Public input is vital to Flower Mound's Strategic Plan. Through the FloMo Convos initiative and the 2023 Resident Survey, residents shared their visions for the Town's future. This feedback shaped the plan's goals and initiatives, ensuring they reflect the community's priorities.



STRATEGIC FLOW

During the 2022 and 2023 Strategic Planning Retreat, Town Council re-evaluated the Town's Strategic Goals. The Town's 8 Strategic Goals fall under the following 4 categories. These categories are important to understand what the Town is trying to achieve, where the process begins, and outline how the Town can achieve its desired outcome.

DESIRED OUTCOME

The desired outcome for the Town of Flower Mound is to achieve a **Superior Quality of Life** for its residents, business owners, and community. Every goal, objective, and initiative should ultimately result in a superior quality of life for the Flower Mound community.

FOUNDATIONAL GOAL

In order to achieve the desired outcome of superior quality of life, we must first start with the foundational goal of **Community Engagement**. All Town goals, objectives, and initiatives should be based on feedback from the community.

CORE GOALS

Core goals are found in almost every municipalities strategic plan. These goals are essential in order to achieve the Town's desired outcome. **Public Safety, Infrastructure, and Financial Stability and Operational Soundness** are all core goals to achieving a superior quality of life.

COMMUNITY GOALS

Community goals are specific areas that are unique to Flower Mound. These areas can be described as focus areas for the Town that can change over time. Flower Mound's community goals are **Parks & Recreation, Economic Development, and Environment & Country Feel**.



STRATEGIC OBJECTIVES, INITIATIVES, AND PERFORMANCE METRICS

OBJECTIVE

1

Protect and Expand the Town's Tree Canopy



Initiatives

Performance Metrics

1.1 Annual Tree Planting Program

Complete the FY 24-25 Tree Planting at Colony Park and present site options for the FY 25-26 Budget Year.

- Complete Colony Park Tree Planting by November 2024
- Present the site options for the Annual Tree Planting Program by August 2025

1.2 Encourage Residents to Plant New Trees

Develop a Residential Tree Rebate Program and increase the number of trees given away.

- Present options to TC by June 2025
- # of trees given away

1.3 Purchase Land to Preserve the Tree Canopy

Identify undeveloped land, for sale, with large tree canopies and present options for TC to purchase and preserve.

- Present Options to TC as available
 - # of sites identified and presented to TC
 - # of acres preserved
 - # of trees preserved

Increase Open Space, Parkland, and Recreational Opportunities



Initiatives	Performance Metrics
2.1 Acquire Additional Town Parkland Purchase land needs as outlined by the Parks & Trails Master Plan. Identify Key Trail Linkages and present a plan for the Town to complete.	• # of Town park acres added in FY 24-25 • Present to TC by August 2025
2.2 Host the Town's Signature Fall Festival Host the 1st Town Fall Festival in October 2025.	• Host the Town Fall Festival by October 2025 ◦ # of attendees ◦ Feedback
2.3 Incentivize Open Space Dedication Present potential commercial parking code changes to increase open space.	• Present to TC by July 2025
2.4 Expand Recreational Opportunities on Lake Grapevine Include the Twin Coves Expansion design and construction in the FY 25-26 Budget.	• Present to TC by September 2025

OBJECTIVE

3

Implement the Economic Development Strategic Plan



Initiatives	Performance Metrics
3.1 Evaluate Options for Establishing a Medical District in West Flower Mound Evaluate options for establishing a Medical District in West Flower Mound and present those options to TC.	• Present options to TC by September 2025
3.2 Bolster Business Retention and Expansion Efforts Monitor local business needs through site visits, surveys and workshops. Partner with local organizations to create and deliver high-quality training and support to local businesses.	• # of BRE site visits • # of Business Surveys • # of Workshops • # of Trainings

OBJECTIVE

4

Implement Innovative Traffic Solutions



Initiatives	Performance Metrics
4.1 Implement Intelligent Transportation System's Install Analytics Cameras & Detection Equipment and Implement Traffic Analytics Software.	• # of signals installed with new analytics and detection equipment • Implement Analytics Software by September 2025
4.2 Partner with 3rd Party Navigation Apps to Improve Traffic Flow Sign a partnership with google/waze and apple to provide route suggestions and traffic data sharing.	• Sign partnership by March 2025.

Implement the Future Facilities Strategy



Initiatives

Performance Metrics

5.1 Identify Funding for Immediate Facility Needs

Hold a Bond Election for the CAC Renovation, Parks, Trails, and Streets.

Extend TIRZ #1 and design a Performing Arts Center.

- Vote to hold a Bond Election by January 2025
- Extend TIRZ #1 by December 2024 and begin Art Center Design by March 2025

5.2 Acquire Land for Future Facility Needs

Identify available and appropriate land for future facility needs.

- # of acres acquired for future facility needs

Implement the Long-Range Financial Strategy



Initiatives

Performance Metrics

6.1 Identify Property Tax Relief for Residents

Identify opportunities for revenue diversification to shift tax burden away from residents.

- Continue to increase the Homestead by 2.5% in the FY 25–26 Budget.
- Identify operational costs that can be funded by sales tax.

- Bring forward to TC by June 2025
- Amount of \$ transferred to sales tax from GF

6.2 Conduct Long-Range Financial Planning

Perform a Cost Allocation Study

Perform a Long-Term Operational Plan w/ 5-year Staffing Analysis

Expand the CIP to a 10-year schedule

Implement a Technology & Equipment Replacement Plan

- Complete Study by September 2025
- Complete Analysis by September 2025
- 10-Year CIP by August 2025
- Implement plan by August 2025

Recruit and Retain High-Quality Staff



Initiatives	Performance Metrics
7.1 Implement a Comprehensive Staff Training Program Implement Flower Mound University (FMU) to provide staff with a comprehensive training program. Implement FM Growth Academy, an internal leadership training program for high-performing staff.	- Implement FMU by May 2025 # of trainings offered # of trainings completed 2026 Employee Survey Data - Implement FM Growth Academy by May 2025 # of attendees % Satisfaction Survey Data
7.2 Perform Annual Compensation and Classification Analysis Perform Annual Compensation and Classification Analysis to be presented as a part of the annual budget.	Complete by August 2025
7.3 Recognize High Performing Employees Continue the WOI recognition program. Hold 2 Town-wide staff events in FY 24-25.	- Award 4 Quarterly WOI Champions # of WOI applications submitted - Employee Survey Data - Hold 2 events by September 2025

Maintain Operational Continuity and Resiliency



Initiatives	Performance Metrics
8.1 Public Works Critical Infrastructure Security Program Perform upgrades as outlined by the 5-year critical infrastructure security initiative to meet DOH guidelines, as recommended by the Town's Water System Risk & Resiliency Assessment. Perform SCADA Security Enhancements as outlined by the SCADA Assessment report.	• Perform 100% of FY 24-25 upgrades by September 2025 • Perform improvements by September 2025
8.2 Resilient Emergency Operations & Response Perform 1 EOC Exercise in FY 24-25. Perform Disaster Recovery Improvements for Public Safety Operations.	• Perform 1 EOC Exercise by September 2025 • Complete improvements by September 2025
8.3 Cyber Hygiene Program Implement the CISA Cyber Hygiene Program. Perform the CISA Cyber Hygiene Risk Assessment.	• Implement the CISA Cyber Hygiene Program by October 2024 • Perform the CISA Cyber Hygiene Risk Assessment by July 2025

Promote Transparency and Public Engagement



Initiatives	Performance Metrics
9.1 Improve Financial Transparency Platforms Implement a Digital Budget Book for FY 24-25. Create a Popular Annual Financial Report (PAFR) in FY 24-25.	• Implement a Digital Budget Book for the FY 24-25 Adopted Budget • Create PAFR by September 2025
9.2 Continue to Expand FloMo Convos Perform 2 separate FloMo Convos sessions in FY 24-25.	• Perform 2 separate FloMo Convo Sessions by September 2025
9.3 Regularly Update the Town's Website Continue the Town's monthly departmental update schedule. Identify an improved search solution and present to TC.	• # of webpages updated • Present to TC by August 2025
9.4 Improve the Customer Relations Platform Identify a digital solution to improve the customer relations platform.	• Present to TC by August 2025

Provide Effective & Efficient Police, Fire, and EMS Response



Initiatives	Performance Metrics
10.1 Improve Traffic Enforcement & Traffic Safety Implement a Multi-Departmental Task Force to identify traffic enforcement and safety improvements on highly traveled roadways.	• Implement Task Force by May 2025 ◦ # of times met ◦ # of traffic enforcement and safety programs implemented
10.2 Expand Public Safety Coverage in West FM Add a 4th Ambulance to be stationed at FS #6.	• Purchase ambulance and hire staff by September 2025 ◦ Improved Priority #1 EMS Response Time ◦ Improved Priority #1 EMS Response Time in District 6 ◦ Decrease "All Medics Busy"
10.3 Proactive Community Risk Reduction Implement a Multi-Departmental Task Force that meets regularly to monitor community risks and implement proactive solutions to mitigate trending risk factors.	• Implement Task Force by May 2025 ◦ # of times met ◦ # of proactive risk mitigation programs implemented



Check out the Town's
Community Dashboard to track
our progress towards our
strategic goals.

