

Town Council Regular Meeting

January 6, 2025
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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

AGENDA

A. CALL TO ORDER

B. INVOCATION

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

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

D. PRESENTATION(S)

1. Hometown Hero Proclamation and Banner Presentation for Robert Mendoza

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects

3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. January 6 - Regular Meeting
2. January 16 - Work Session
3. January 20 - Canceled due to Martin Luther King Holiday
4. January 21 - Regular Meeting (Tuesday)

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 12/16/24 - Consider approval of the minutes from a regular meeting held on December 16, 2024.
2. FY 23-24 Budget Amendment #5 - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, as adopted by Ordinance No. 37-23 and amended by Ordinance No. 52-23, Ordinance No. 20-24, Ordinance No. 30-24, and Ordinance No. 33-24 for adjustments to the General Fund, Debt Service Fund, Utility Fund, Stormwater Utility Fund, Municipal Court Technology Fund, and the Health Insurance/Flex Account Fund.
3. Public Library Association Digital Literacy Grant - Consider approval of a resolution authorizing the revocation and replacement of Resolution 22-24; authorizing the acceptance of grant funds from the Public Library Association for the purpose of providing digital literacy classes; authorizing the Library Director to act on behalf of Flower Mound as the grantee's official; pledging that the Town of Flower Mound will comply with all program requirements of the grant program; and providing an effective date.
4. DOJ Bureau of Justice Assistance - Bulletproof Vest Partnership - Consider approval of a resolution accepting grant funds from the Department of Justice's Bureau of Justice Assistance for the purchase of bulletproof vests for the Police Department as part of the FY 2024 Bulletproof Vest Partnership.
5. NCTCOG 2025 Transportation Alternatives Grant Resolution - Consider approval of a resolution authorizing the application of a match funding proposal to the North Central Texas Council of Governments (NCTCOG) 2025 Transportation Alternatives Program Call for Projects; and authorization for the Mayor to execute same on behalf of the Town.
6. Post Oak Park Improvements - Design PSA - Consider approval of the Professional Services Agreement with Parkhill, Smith, & Cooper, Inc. DBA Parkhill, for the design services associated with the Post Oak Park Improvement project, in the amount of \$107,590.00; and authorization for the Mayor to execute same on behalf of the Town.

7. Rustic Timbers Park - Playground Replacement - Consider approval of the purchase and installation of the 2024-2025 Playground Replacements project, for Rustic Timbers Park Playground, from Cunningham Recreation, through the Texas Local Government Purchasing Cooperative, in the amount of \$293,946.39.
8. Vehicle Purchases - Parks & Recreation - Consider purchase of two (2) 2023 Ford F150 4x2 Crew Cab 1/2 ton pickup with a 5.5' bed, spray in bed line and vehicle options as identified on attached Flower Mound F150 Cooperative Quote dated 12/3/2024, in the amount of \$90,992.44.
9. Vehicle Purchase - Public Works - Consider approval of the purchase of a 2023 Ford F-150 Super Cab 4X4 from Silsbee Ford for the Public Works Department in the total amount of \$50,135.60; and authorization for the Mayor to execute same on behalf of the Town.
10. PSA - Denton Creek Water Reuse Design - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for initial design phase services associated with the Denton Creek Water Reuse - Pump Station, Ground Storage Tank, and Phase 1 Transmission Line project, in the amount of \$270,000.00; and authorization for the Mayor to execute same on behalf of the Town.
11. Construction Agreement - Lighthouse Booster Station Demolition - Consider approval of a Construction Agreement with Rangeline Utilities Services dba RUTS Construction, LLC for the Lighthouse Booster Station Demolition project, in the amount of \$230,695.00; and authorization for the Mayor to execute same on behalf of the Town.
12. Gas Well Pad Site Monitoring PSA - Consider approval of a Professional Services Agreement for gas well pad site monitoring by Modern Geosciences, LLC, in the amount of \$41,600.00; and authorization for the Mayor to execute same on behalf of the Town.
13. Historical Items Collection Loan - Consider approval of a Historical Items Collection Loan for the Gibson Grant Log House for the following items: Jenny Lind Bed (headboard, footboard, rails and slats) and Piano Stool; authorizing the Town of Flower Mound to enter into a loan agreement.
14. PD Network Storage Replacement - Consider approval of the purchase and installation of (2) Storage Area Network appliances to replace the Police Department's aging storage equipment from Pure Storage through the Texas Department of Resources and TIPS cooperative contract, in the amount of \$293,408.00

K. REGULAR ITEM(S)

1. MPA23-0005 - Monarch - Public Hearing to consider an ordinance for a Master Plan Amendment (MPA23-0005 – Monarch) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation within the Denton Creek District Area Plan from Campus Commercial uses to High Density uses. The property is generally located north of Cross Timbers Road, west of Highway 377, and east of Interstate 35-W. (PZ recommended approval by a vote of 4 to 3 at its December 9, 2024, meeting.)

2. ZPD23-0012 - Monarch - Public Hearing to consider an ordinance amending the zoning (ZPD23-0012 - Monarch) from Interim Holding (IH) and Planned Development District No. 98 (PD-98) with Campus Commercial District (CC) uses to Planned Development District No. 200 (PD-200) with Campus Commercial District (CC) uses and Single Family-Attached (SF-A) uses with certain exceptions including but not limited to Topographical Slopes, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road, west of Highway 377, and east of Interstate 35-W. (PZ recommended approval by a vote of 5 to 1 at its December 9, 2024, meeting.)

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

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: January 3, 2025, at 12:15 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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

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



Town Council Regular Meeting

December 16, 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 (remotely; left at 9:15 p.m.)
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
Lynda Bolitho, Director of Human Resources
Ray Watson, Director of Economic Development

B. INVOCATION

Chaplain McNamer gave the invocation.

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

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

Mayor Moore led the pledges.

D. PUBLIC COMMENT

	Speaker name and address	Subject (as written on the form)
1.	Mark Glover, 140 Red Oak	Bob Rheudasil

E. ANNOUNCEMENTS

There were announcements from Councilmembers regarding:

- appreciation for donation of Bob Rheudasil items from Mark Glover
- well wishes for the holiday season

F. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. Holiday Service Projects
Mr. Childers outlined various Town holiday activities.
4. Legislative Priorities Update
Mr. Childers outlined the Town's legislative priorities.

G. FUTURE AGENDA ITEM(S)

A Councilmember asked if Council action was needed regarding Mr. Glover's donation. Ms. Scott responded that staff will work with the Historical Commission per the Town's collection policy.

H. COORDINATION OF CALENDARS

Mayor Moore confirmed that everyone plans to be at the following meetings.

1. January 6 - Regular Meeting
2. January 16 - Work Session

I. CONSENT ITEM(S)

ACTION:	Brian Taylor moved to approve items I. 1 - 11 as presented in the agenda caption. Chris Drew seconded the motion.
AYES:	Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

1. Minutes - 12/2 - Consider approval of the minutes from a regular meeting held on December 2, 2024.
2. PSA Water/Wastewater Master Plan Updates and Impact Fee Updates - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the professional services associated with the Water and Wastewater Master Plan Updates and the Water, Wastewater, and Roadway Impact Fee Updates project, in the amount of \$599,200.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Change Order - Colonial Drive - Consider approval of Change Order No. 1 & Final for the construction of the Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Street) project, amending the contract with Quality Excavation, LLC, to provide for an increase to the contract in the amount of \$95,198.21; and authorization for the Mayor to execute same on behalf of the Town.
4. SCADA Upgrade - Consider approval of a Professional Service Agreement with Plummer Associates, Inc., for services to upgrade the Town's Supervisory Control and Data Acquisition (SCADA) system, in the amount of \$259,728; and authorization for the Mayor to execute same on behalf of the Town.
5. PSA Flow Monitoring/Analysis Inflow/Infiltration Project - Consider approval of the Professional Services Agreement with RJN Group, Inc., for Flow Monitoring and Analysis associated with the Inflow and Infiltration project, in the amount of \$254,032.00; and authorization for the Mayor to execute same on the behalf of the Town.
6. Antenna Space Lease Agreement - Freeman Water Tower - Consider approval of a lease agreement with Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless to lease antenna space on the Town elevated water storage tower located at 4400 Freeman Road and ground space for an equipment building for the purpose of installing, operating, and maintaining facilities to provide commercial mobile radio services, and authorization for the Mayor to execute same on behalf of the Town.
7. PSA Cityworks Improvements - Consider approval of a Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for Work Order System Analysis and Improvement services for the Utility Asset Management project, in the amount of \$123,500.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Light Tower Transfer - Consider approval of a Memorandum of Understanding (MOU) to accept the transfer of the Public Works Emergency Response Team

(PWERT) light tower from the City of Rowlett that was awarded to the City as part of the Homeland Security Grant Program; and authorization for the Mayor to execute same on behalf of the Town.

9. Ambulance Addition to Fleet - Consider approval of the purchase of a 2025 Ford F550 Frazer ambulance for the Fire and Emergency Services Department from Sterling McCall Ford through the Houston-Galveston Area Council of Governments Contract (HGAC) #AM10-23 in the amount of \$380,000.00 and authorization for the Mayor to execute same on behalf of the Town.
10. Vehicle Purchase - Ford F-250 4x4 SD Crew Cab - Fire Dept. - Consider approval of the purchase of a 2025 Ford F-250 4x4 SD Crew Cab for Fire and Emergency Services Department from Chastang Ford in the amount of \$135,725.00 and authorization for the Mayor to execute same on behalf of the Town.
11. Bluebonnet Trail Repairs - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with the Trail Master Plan Implementation - Bluebonnet Trail project, through the Town of Flower Mound contract No. 2021-72-B, Utility Cut Repairs and Park Improvements, in the amount of \$118,888.99.

J. REGULAR ITEM(S)

1. Reinsurance Contract (health plan) - Consider approval of a reinsurance contract for the Town's Group Health Plan with Voya Financial for the amount of \$2,103,730 and an agreement with Quantify Specialty Care; and authorization for the Mayor to execute the same on behalf of the Town.
Ms. Bolitho introduced Scott Gibbs, McGriff Insurance Services

Mr. McGriff gave a presentation identifying or noting:

- what is stop-loss insurance
- types of stop-loss coverage
- current stop-loss coverage
- historical stop-loss claim analysis
- RFP results and considerations
- Quantify specialty care
- recommendations/Next steps

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

- Payer Matrix history
- pharmaceutical limitations
- Blue Cross rates and claims

- Quantify specialty care
- turn around time for drugs
- high cost of drugs
- premiums and exposure
- reinsurance clarification
- financial adjustments

ACTION: Adam Schiestel moved to approve J.1. as presented in the agenda caption. Brian Taylor seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

2. TIRZ #2 - Amended and Restated Plan - Public Hearing to consider an ordinance amending and restating the Project and Finance Plan of Tax Increment Reinvestment Zone No. 2 (TIRZ #2).
Mayor Moore announced that the Town Council is convening into a closed meeting at 6:43 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

Town Council reconvened into an open meeting at 7:14 p.m., and no action was taken as a result of the closed session.

Mary Petty, P3 Works, TIRZ Administrator, gave a presentation for items J.2, and J.3, identifying or noting:

- background information
- map of the public improvements
- project costs to be paid by TIRZ No. 2
- TIRZ No. 2 information (term, acreage, increment (Town & County))
- feasibility study

Mayor Moore opened the public hearing at 7:18 p.m. No speakers. Mayor Moore closed the public hearing at 7:18 p.m.

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

- use it or lose it component
- economic development portion (30%)
- county restrictions
- tier 1 and 2 projects
- municipal services eligibility

- purpose of county's participation
- termination components

ORDINANCE NO 59-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AN AMENDED AND RESTATED PROJECT AND FINANCE PLAN FOR REINVESTMENT ZONE NUMBER TWO, TOWN OF FLOWER MOUND, TEXAS; MAKING CERTAIN FINDINGS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

ACTION: Adam Schiestel moved to approve J.2. 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

3. TIRZ #2 - Participation Agreement - Consider authorizing the Town Manager to execute a participation agreement with Denton County for Reinvestment Zone No. 2 (TIRZ #2).
4. TIRZ #1 - Amended Participation Agreement - Consider authorizing the Town Manager to execute an amended and restated participation agreement with Denton County in Tax Increment Financing Reinvestment Zone No. 1 (TIRZ #1). Mary Petty, P3 Works, TIRZ Administrator, gave a presentation, identifying or noting:
 - Original project costs
 - Additional project costs to be paid by TIRZ No. 1
 - TIRZ No. 1 Information
 - original feasibility study - extension

and she responded to questions from Council regarding:

- cost of cultural arts center
5. MISC24-0001 - Radionov Lot-to-Lot Drainage Exception - Consider a request for an exception (MISC24-0001 – Radionov Lot-to-Lot Drainage Exception) to the Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances in order to allow lot-to-lot drainage. The property is generally located west of Morriss Road and south of Hazy Meadows

Lane. (PZ recommended approval by a vote of 6 to 0 at its December 9, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- proposed drainage map
- site photos
- engineering standards
- existing drainage map
- proposed grading plan
- proposed drainage map
- proposed conditions

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

- drainage calculations
- neighbor input
- recourse for neighboring property if drainage is not as planned
- proximity of the structure and property line
- concerns regarding the impact on one of the lots
- previous drainage
- property owner notification

Applicant: Justin Landsdowne, McAdams, and Corry Blount, Grace Homebuilding, responded to questions from Council regarding:

- drainage pattern
- adjacent property owner outreach
- how much water will be pushed onto Morriss

ACTION:	Chris Drew moved to approve J.5. as presented in the agenda caption, with the staff proposed conditions (1. Development of the site, including any impervious surfaces, is restricted to what is noted on the proposed drainage and grading plans, and 2. An amended plat to include a note about the development restrictions listed above must be filed with the county prior to a building permit being issued). Adam Schiestel seconded the motion.
AYES:	Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS:	Ann Martin
ABSTAIN:	None
RESULT:	4 : 1

6. ZPD23-0007 - Cachet Salons & Spa at Lakeside Crossing, Lot 3 - Public Hearing to consider an ordinance for rezoning (ZPD23-0007 – Cachet Salons & Spa at Lakeside Crossing, Lot 3) to amend Planned Development No. 153 (PD-153) with Campus Commercial uses for both residential and non-residential uses by adding new concept plans and elevations for Lot 3, Block A, of the Lakeside Crossing Addition and to modify development standards. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (PZ recommended approval by a vote of 6 to 0 at its December 9, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- proposed concept plan
- approved shared parking
- exception/modifications
- site photos
- concept plan, concept landscape plan, concept elevations
- caption language

and she responded to questions from Council regarding:

- shared parking concept

Applicant Presentation: Matt Muse, 7 Signature Court, Rockwall, Tx, Cachet Salons & Spa owner and developer, gave a presentation identifying or noting:

- company background
- design elements

and he responded to questions from Council regarding:

- parking
- window material

Mayor Moore opened the public hearing at 8:19 p.m. No one spoke. Mayor Moore closed the public hearing at 8:19 p.m.

ORDINANCE NO. 60-24

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 25-17, AS AMENDED BY ORDINANCE NOS. 03-18, 22-21, AND 41-23, WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 153 (PD-153) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 10.91 ACRES OF LAND AND BEING ALL

OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 8X, BLOCK A, LAKESIDE CROSSING ADDITION, BY MODIFYING DEVELOPMENT STANDARDS, AMENDING THE CONCEPT PLANS AND ELEVATIONS FOR LOT 3, BLOCK A, AND INCLUDING COMPREHENSIVE SIGN PACKAGE FOR LOT 3, BLOCK A OF LAKESIDE CROSSING; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ORDINANCE NO. 25-17, AS AMENDED; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Brian Taylor moved to approve J.6. as presented in the agenda caption. Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

7. ZPD24-0004 – Marty B's at Lakeside Crossing, Lot 2 - Public Hearing to consider an ordinance for rezoning (ZPD24-0004 – Marty B's at Lakeside Crossing, Lot 2) to amend Planned Development No. 153 (PD-153) with Campus Commercial uses for both residential and non-residential uses to include new concept plans and elevations for Lot 2, Block A, Lakeside Crossing, to modify development standards, and to request certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (PZ recommended approval by a vote of 5 to 1 at its December 9, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- approved concept plan
- concept plan
- modifications
-
- comprehensive sign package
- modifications to PD-153
- site photos
- concept plan, concept landscape plan, concept elevations
- caption language

and she responded to questions from Council regarding:

- requirements for the side-facing greenbelt
- trees
- drive-thru queuing and parking data

Jacob Birmelin, Realty Capital Management, or Marty Bryan, Bartonville, gave a presentation identifying or noting:

- aerial photo of site
- architectural consistency
- PD-required improvements
- estimated tax generation

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

- past promises regarding the use of the greenbelt
- drive-thru lanes
- walkability concerns
- willingness to integrate more with the outdoor space
- hours of operation

Mayor Moore opened the public hearing at 9:09 p.m. No one spoke. Mayor Moore closed the public hearing at 9:09 p.m.

ORDINANCE NO. 61-24

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 25-17, AS AMENDED BY ORDINANCE NOS. 03-18, 22-21, AND 41-23, WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 153 (PD-153) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 10.91 ACRES OF LAND AND BEING ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 8X, BLOCK A, LAKESIDE CROSSING ADDITION, BY MODIFYING DEVELOPMENT STANDARDS, AMENDING THE CONCEPT PLANS AND ELEVATIONS FOR BUILDING NO. 2, AND INCLUDING COMPREHENSIVE SIGN PACKAGE FOR BUILDING NO. 2 OF LAKESIDE CROSSING; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ORDINANCE NO. 25-17, AS AMENDED; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION:	Ann Martin moved to approve J.7. as presented in the agenda caption. Chris Drew seconded the motion.
AYES:	Ann Martin, Chris Drew, Brian Taylor
NAYS:	Adam Schiestel, Janvier Werner
ABSTAIN:	None
RESULT:	3 : 2

K. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Blue Ribbon Bond Committee, Capital Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

1. Present and discuss the Blue Ribbon Bond Committee's recommendation of proposed capital improvements for the May 2025 election.

Mr. Childers provided background information.

Mr. Zagurski and Sandeep Sharma, Blue Ribbon Bond Committee Chair, gave a presentation identifying or noting:

- the process
- orientation phase
- project selection
- public engagement
- reach (who showed up)
- deliberation (presentation of results, presentation of preliminary recommendation, revisions and final vote, education on next steps)
- committee recommendation: Proposition A - parks, trails & recreation (\$82 million); Proposition B - street reconstruction funding (\$30 million)
- survey summary

and they responded to questions or comments regarding:

- westside library kiosk/extension
- what do the park renovations entail
- importance of connectivity or linking in the trail system

L. CLOSED MEETING

At 9:42 p.m., Mayor Moore announced that the Town Council is convening into a closed meeting 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. TIRZ #1 and TIRZ #2 Participation Agreements
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.

M. RECONVENE

The Town Council reconvened into an open meeting at 10:04 p.m., and no action was taken on the above items.

N. ADJOURN

Mayor Moore adjourned the meeting at 10:05 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: January 6, 2025
FROM: Meg Jakubik, Director of Budget Services
ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, as adopted by Ordinance No. 37-23 and amended by Ordinance No. 52-23, Ordinance No. 20-24, Ordinance No. 30-24, and Ordinance No. 33-24 for adjustments to the General Fund, Debt Service Fund, Utility Fund, Stormwater Utility Fund, Municipal Court Technology Fund, and the Health Insurance/Flex Account Fund.**

BACKGROUND: The attached budget amendment represents the fifth proposed adjustment of the FY 2023-2024 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures. This amendment will also account for the additional interest proceeds that have been received by the town based on those funds.

The year-end budget amendment request allows staff to adjust the financial reports to ensure that expenses do not exceed the approved budget at the departmental level. A discussion of the adjustments being requested in this budget amendment is provided below.

General Fund

Total General Fund expenditures are currently above FY 2023-2024 budgeted expenditures due to the purchase of a 22.2-acre tract of land authorized by the Town Council on May 6, 2024. The budget authorization for this purchase has been added to Non-Departmental. (These numbers are preliminary and subject to audit adjustments.)

Intergovernmental revenue will increase by \$880,000 to account for payments from the state. The Fire Department has been working with the Texas Division of Emergency Management supporting various deployment needs across the state. The state reimbursed the Town for employee salary, overtime, and backfill expenditures such as lodging and food for the employees on deployment. The expenditure budget for the Fire Department will also increase by the revenue amount to account for the expenditure side of the expenses incurred due to the deployments.

Once both of these budget authorizations are approved, the General Fund actuals will be below budgeted expenditures for the year.

The Legislative Services, Development Services, Library Services, Police Services, Fire and Emergency Services, Public Works, and Environmental Services departments require budget amendments. Legislative Services is over budget due to salaries and election costs. When a small department remains relatively fully staffed during the fiscal year, an overage will occur due to the budgeting practice of building in salary savings to account for potential vacancies. Development

Services is over budget due to salaries for the same reason. Library Services is over budget due to the costs of the search for the new Library Director and the retirement expenses of the previous director. Police Services is over budget due to overtime costs. Fire and Emergency Services is over budget due to overtime costs associated with the department's partnership with the Texas Division of Emergency Management and expenses related to vehicle maintenance and repair for department apparatus. Public Works requires a budget amendment because electricity costs were greater than the budget. Finally, Environmental Services is over budget in salaries as they are also a small division.

The following departments will increase or decrease by the amounts listed:

Town Manager's Office	\$ (568,000)
Town Secretary's Office	9,000
Development Services	35,200
Parks and Recreation Services	(595,300)
Library Services	65,395
Police Services	729,100
Financial Services	-
Administrative Services	(367,195)
Fire and Emergency Services	1,334,100
Communications	(14,700)
Non-Departmental Services	7,547,128
Public Works	246,350
Environmental Services	6,050
Total	\$ 8,427,128

Debt Service Fund

In the Debt Service Fund, revenues will increase by \$1,955,000, from \$5,900,170 to \$7,855,170. Expenditures will increase by \$2,233,500 from \$6,144,990 to \$8,373,490. In June 2024, the Town issued general obligation refunding bonds for the current refunding of a portion of the Town's tax supported bond issues, lowering overall debt service requirements. The increase in revenue is due to the proceeds and the increase in expenditures is due to the refunding payment to escrow. Additionally, the payment for the debt associated with the bonds for the Dedicated Sales Tax – Parks 4B Fund were overlooked when the budget was set. This amendment adds back in that budget authority.

Utility Fund

Total Utility Fund expenditures are currently above the FY 2023-2024 budgeted expenditures due to the transfer from the Utility Fund to the Capital projects fund in accordance with the financial policies. (These numbers are preliminary and subject to audit adjustments.)

Financial Services requires a budget amendment due to Utility Billing merchant card fees exceeding the budget. Merchant card fees can vary significantly depending on the number of customers who pay with a credit card. Non-Departmental also requires an amendment due to insurance costs exceeding the budget.

The following departments will increase or decrease by the amounts listed:

Financial Services	\$ 201,200
Non-Departmental Services	7,337,815
Public Works	(201,200)
Total	\$ 7,337,815

Stormwater Utility Fund

Total Stormwater Utility expenditures are above budgeted amounts due to the expenditures related to the storm cleanup this spring. The total budget is being increased by \$61,120 due to the unexpected expenditures. (These numbers are preliminary and subject to audit adjustments.)

The following departments will increase or decrease by the amounts listed:

Public Works	\$ 77,680
Environmental Services	(16,560)
Total	\$ 61,120

Municipal Court Technology Fund

In the Municipal Court Technology Fund, expenses exceeded budget appropriation due an invoice from Tyler Technologies covering a longer time frame than the original budget accounted for. Expenditures will increase by \$8,650 from \$34,750 to \$43,400 to account for the higher payment.

Health Insurance/Flex Account Fund

In the Health Insurance/Flex Account Fund, revenues will increase by \$1,053,450, from \$16,836,000 to \$17,889,450 due to receiving reinsurance payments and more investment earnings than budgeted. Expenditures will increase by \$2,737,015 from \$13,622,800 to \$16,359,815. The actual cost of health insurance claims was higher than originally budgeted.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
\$ 880,000	Fund 100 General Fund
1,955,000	Fund 110 Debt Service Fund
1,053,450	Fund 840 Health Insurance/ Flex Fund
<u>\$ 3,888,450</u>	
Proposed Expenditure:	Account Number(s):
\$ 8,427,148	Fund 100 General Fund
2,233,500	Fund 110 Debt Service Fund
7,337,815	Fund 200 Utility Fund
61,120	Fund 230 Stormwater Utility Fund
8,650	Fund 391 Municipal Court Technology Fund
2,737,015	Fund 840 Health Insurance/ Flex Account Fund
<u>\$ 20,805,248</u>	

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

ATTACHMENTS:

1. Ordinance- Budget Amendment-5th FY 23-24

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, AS ADOPTED BY ORDINANCE NO. 37-23 AND AMENDED BY ORDINANCE NO. 52-23, ORDINANCE NO. 20-24, AND ORDINANCE NO. 30-24, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, DEBT SERVICE FUND, UTILITY FUND, STORMWATER UTILITY FUND, MUNICIPAL COURT TECHNOLOGY FUND, AND THE HEALTH INSURANCE/FLEX ACCOUNT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 37-23 on September 18, 2023 and amended by Ordinance No. 52-23 on December 4, 2023, Ordinance No. 20-24 on May 20, 2024, Ordinance No. 30-24 on July 15, 2024, and Ordinance No. 33-24 on August 5, 2024; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

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

SECTION 1

All of the above premises are hereby found to be true and correct factual and legislative determinations of the Town of Flower Mound and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, as heretofore adopted by Ordinance No. 37-23 and amended by Ordinance No. 52-23, Ordinance No. 20-24, Ordinance No. 30-24, and Ordinance No. 33-24, is hereby amended to provide for adjustments to the **General Fund, General Debt Service Fund, Utility Fund, Stormwater Utility Fund, Municipal Court Technology Fund**, and the **Health Insurance/Flex Account Fund**, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

It is hereby declared to be the intention of the Town Council of the Town of Flower Mound 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 should 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, or sections of this Ordinance, since the same would have been enacted by the Town Council of the Town of Flower Mound, Texas, without incorporation in this Ordinance of such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 7

This Ordinance shall take effect and be in full force from and after its passage and adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 6th DAY OF JANUARY, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2023-2024**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, multiple departments require budget adjustments. There are savings in the Town Manager's Office and Parks and Recreation that will be used to offset the department budget overages. (These numbers are preliminary and subject to audit adjustments.)

Intergovernmental revenue will increase by \$880,000 to account for the payments from the state. The Fire Department has been working with the Texas Division of Emergency Management supporting multiple deployment support requests. The state reimbursed the Town for employee salary, overtime, and backfill expenses and expenditures such as lodging and food for the employees on deployment. The Fire Department's budget will be increased by that amount as well to account for the additional budget spending they incurred as a result of the deployments.

Non-Departmental Services will be increased by \$7,547,128 to account for the purchase of the 22.2-acre tract of land authorized by the Town Council on May 6, 2024.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 77,071,714	77,071,714	\$ 77,071,714	\$ -
Charges for services	5,282,290	5,282,290	5,282,290	-
Licenses and permits	2,076,875	2,076,875	2,076,875	-
Fines and forfeits	1,100,125	1,100,125	1,100,125	-
Investment Earnings	500,000	500,000	500,000	-
Intergovernmental Revenue	2,294,642	2,294,642	3,174,642	880,000
Interfund Transfer	3,729,522	3,729,522	3,729,522	-
Other revenue	589,759	589,759	589,759	-
Total	\$ 92,644,927	\$ 92,644,927	\$ 93,524,927	\$ 880,000
Expenditures:				
Town Manager's Office	\$ 3,384,801	\$ 3,463,114	\$ 2,895,114	\$ (568,000)
Town Secretary's Office	564,753	569,438	578,438	9,000
Development Services	2,676,032	2,687,470	2,722,670	35,200
Parks and Recreation Services	11,097,580	11,139,620	10,544,320	(595,300)
Library Services	2,258,963	2,270,424	2,335,819	65,395
Police Services	19,410,360	20,915,460	21,644,560	729,100
Financial Services	4,561,668	4,680,454	4,680,454	-
Administrative Services	8,548,035	9,931,422	9,564,227	(367,195)
Fire and Emergency Services	20,563,275	22,177,600	23,511,700	1,334,100
Communications	887,518	888,718	874,018	(14,700)
Non-Departmental Services	5,289,670	7,683,670	15,230,798	7,547,128
Public Works	7,287,310	7,451,787	7,698,137	246,350
Environmental Services	1,610,738	1,622,238	1,628,288	6,050
Total	\$ 88,140,703	\$ 95,481,415	\$103,908,543	\$ 8,427,128

REASON FOR ADJUSTING THE DEBT SERVICE FUND APPROPRIATION:

In the Debt Service Fund, revenues will increase by \$1,955,000, from \$5,900,170 to \$7,855,170. Expenditures will increase by \$2,233,500 from \$6,144,990 to \$8,373,490. In June 2024, the Town issued general obligation refunding bonds for the current refunding of a portion of the Town's tax supported bond issues, lowering overall debt service requirements. The increase in revenue is due to the proceeds and the increase in expenditures is due to the refunding payment to escrow. Additionally, the payment for the debt associated with the bonds for the Dedicated Sales Tax – Parks 4B Fund were overlooked when the budget was set. This amendment adds back in that budget authority.

<u>General Debt Service Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Revenues:				
General Debt Service	\$ 5,900,170	\$ 5,900,170	\$ 7,855,170	\$ 1,955,000
Total	\$ 5,900,170	\$ 5,900,170	\$ 7,855,170	\$ 1,955,000
Expenditures:				
General Debt Service	\$ 6,144,990	\$ 6,144,990	\$ 8,378,490	\$ 2,233,500
Total	\$ 6,144,990	\$ 6,144,990	\$ 8,378,490	\$ 2,233,500

REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:

In the Utility Fund, 1 department requires budget adjustments. The budget for Non-Departmental is being increased by \$7,337,815 to account for the interdepartmental transfer to capital projects in accordance with the financial policies. (These numbers are preliminary and subject to audit adjustments.)

<u>Utility Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Financial Services	\$ 2,003,798	\$ 2,017,912	\$ 2,219,112	\$ 201,200
Non-Departmental Services	18,400,432	18,824,432	26,162,247	7,337,815
Public Works	39,551,854	39,825,967	39,624,767	(201,200)
Total	\$ 59,956,084	\$ 60,668,311	\$ 68,006,126	\$ 7,337,815

REASON FOR ADJUSTING THE STORMWATER UTILITY FUND APPROPRIATION:

In the Utility Fund, one department requires a budget adjustment. Total Stormwater Utility expenditures are above budgeted amounts due to the expenditures related to the storm cleanup this spring. The total budget is being increased by \$61,120 due to the unexpected expenditures. (These numbers are preliminary and subject to audit adjustments.)

<u>Stormwater Utility Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Public Works	\$ 1,628,485	\$ 1,714,269	\$ 1,791,949	\$ 77,680
Environmental Services	98,643	98,643	82,083	(16,560)
Total	\$ 1,727,128	\$ 1,812,912	\$ 1,874,032	\$ 61,120

REASON FOR ADJUSTING THE MUNICIPAL COURT TECHNOLOGY FUND

In the Municipal Court Technology Fund, expenses exceeded budget appropriation due an invoice from Tyler Technologies covering a longer time frame than the original budget accounted for. Expenditures will increase by \$8,650 from \$34,750 to \$43,400 to account for the higher payment.

Municipal Court Technology Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Court Technology	\$ 34,750	\$ 34,750	\$ 43,400	\$ 8,650
Total	\$ 34,750	\$ 34,750	\$ 43,400	\$ 8,650

**REASON FOR ADJUSTING THE HEALTH INSURANCE/ FLEX ACCOUNT FUND
APPROPRIATION:**

In the Health Insurance/Flex Account Fund, revenues will increase by \$1,053,450, from \$16,836,000 to \$17,889,450 due to receiving reinsurance payments and more investment earnings than budgeted. Expenditures will increase by \$2,737,015 from \$13,622,800 to \$16,359,815. The actual cost of health insurance claims was higher than originally budgeted.

Health/ Flex Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Charges for Current Services	\$ 12,836,000	\$ 12,836,000	\$ 13,801,450	\$ 965,450
Investment Earnings	100,000	100,000	188,000	88,000
Other Revenue	750,000	3,900,000	3,900,000	-
Total	\$ 13,686,000	\$ 16,836,000	\$ 17,889,450	\$ 1,053,450
Expenditures:				
Health Insurance/ Flex Accounts	\$ 13,622,800	\$ 13,622,800	\$ 16,359,815	\$ 2,737,015
Total	\$ 13,622,800	\$ 13,622,800	\$ 16,359,815	\$ 2,737,015



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

DATE: January 6, 2025
FROM: Jeremy Brudwick, Grants and Financial Analyst
ITEM: **Consider approval of a resolution authorizing the revocation and replacement of Resolution 22-24; authorizing the acceptance of grant funds from the Public Library Association for the purpose of providing digital literacy classes; authorizing the Library Director to act on behalf of Flower Mound as the grantee's official; pledging that the Town of Flower Mound will comply with all program requirements of the grant program; and providing an effective date.**

BACKGROUND: The Town applied for and was originally awarded a grant in the amount of \$5,000 from the Public Library Association as part of its digital literacy incentive programs. The purpose of these programs is to provide the funding and resources necessary for libraries to teach basic digital literacy skills. In the process of accepting the grant, it was determined that the Town was both eligible for and awarded an increased amount totaling \$10,000 due to the size of the Town. All conditions of the grant remain the same, only the award amount has increased. If approved, this resolution accepting \$10,000 in grant funds will replace the \$5,000 of grant funds approved and accepted in Resolution 22-24.

If approved, the grant will enable the library to provide digital literacy classes by purchasing computers, laptops, mice, and charging carts.

All funds must be spent by May 30, 2025, with a final report due by June 16, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: No match is required for this grant.

Proposed Expenditure/(Revenue)	Account Number(s):
(\$10,000)	370-4605
Proposed Expenditure/(Revenue)	Account Number(s):
\$10,000	370-833-97075-2180

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

ATTACHMENTS:

1. Draft Revised Resolution
2. Original Resolution 22-24

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE REVOCATION AND REPLACEMENT OF RESOLUTION 22-24; ACCEPTANCE OF GRANT FUNDS FROM THE PUBLIC LIBRARY ASSOCIATION FOR THE PURPOSE OF PROVIDING DIGITAL LITERACY CLASSES; AUTHORIZING THE LIBRARY DIRECTOR TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (the "Town") applied for and was awarded a grant in the amount of \$10,000.00 from the Public Library Association as part of its Digital Literacy Workshop Incentive Program, for the purpose of providing Digital Literacy classes; and,

WHEREAS, the Town Council finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds to provide Digital Literacy classes.

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

SECTION 1

The Town of Flower Mound approves and accepts the awarded grant amount of \$10,000.00 from the Public Library Association as part of its Digital Literacy Workshop Incentive Program.

SECTION 2

The Town Council designates the Library Director as the Town's authorized official. The authorized official is given the power to apply for, accept, alter, or terminate the grant on behalf of the Town, and may take any actions necessary to effectuate this resolution.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment and activities in accordance with the grant award and will be used only for the purposes for which they are intended under the program.

SECTION 4

This Resolution shall become effective upon its adoption.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 6th DAY OF
JANUARY, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

**TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. 22-24**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE PUBLIC LIBRARY ASSOCIATION FOR THE PURPOSE OF PROVIDING DIGITAL LITERACY CLASSES; AUTHORIZING THE LIBRARY DIRECTOR TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (the "Town") applied for and was awarded a grant in the amount of \$5,000.00 from the Public Library Association as part of its Digital Literacy Workshop Incentive Program, for the purpose of providing Digital Literacy classes; and,

WHEREAS, the Town Council finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds to provide Digital Literacy classes.

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

SECTION 1

The Town of Flower Mound approves and accepts the awarded grant amount of \$5,000.00 from the Public Library Association as part of its Digital Literacy Workshop Incentive Program.

SECTION 2

The Town Council designates the Library Director as the Town's authorized official. The authorized official is given the power to apply for, accept, alter, or terminate the grant on behalf of the Town, and may take any actions necessary to effectuate this resolution.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment and activities in accordance with the grant award and will be used only for the purposes for which they are intended under the program.

SECTION 4

This Resolution shall become effective upon its adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 18TH DAY OF NOVEMBER, 2024.

RESOLUTION NO. 22-24

APPROVED:



Cheryl Moore, MAYOR

ATTEST:



Theresa Scott, TOWN SECRETARY



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

DATE: January 6, 2025
FROM: Jeremy Brudwick, Grants and Financial Analyst
ITEM: **Consider approval of a resolution accepting grant funds from the Department of Justice's Bureau of Justice Assistance for the purchase of bulletproof vests for the Police Department as part of the FY 2024 Bulletproof Vest Partnership.**

BACKGROUND: The Town applied for and was awarded a grant in the amount of \$25,555.03 from the Department of Justice Bureau of Justice Assistance for the Fiscal Year 2024 Bulletproof Vest Partnership Program. The Bulletproof Vest Partnership Program reimburses municipalities up to 50% of the cost of body armor vests purchased for law enforcement officers, and the remaining 50% will come out of the General Fund Police Services budget.

If approved, this grant, along with the Town's match, will allow the Town to purchase at least 25 bulletproof vests for the Police Department.

This grant does not have a formal agreement the Mayor must sign. The Town received email notification that we were awarded a grant under the FY 2024 Bulletproof Vest Partnership solicitation. The funds are already posted to the Town's Bulletproof Vest Partnership System and are ready to spend after Council's approval.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue)
(\$25,555.03)

Proposed Expenditure/(Revenue)
(\$25,555.03)

Proposed Expenditure/(Revenue)
\$25,555.03

Proposed Expenditure/(Revenue)
\$25,555.03

Account Number(s):

Grant Fund (Intergovernmental Revenue)

Account Number(s):

Grant Match (Police General Fund)

Account Number(s):

Grant Fund

Account Number(s):

100-640-43500-2300

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

ATTACHMENTS:

1. Attachment 1- Resolution
2. Exhibit A to Resolution - Award Announcement

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE'S BUREAU OF JUSTICE ASSISTANCE FOR THE FISCAL YEAR 2024 BULLETPROOF VEST PARTNERSHIP PROGRAM; APPROVING THE PURCHASE OF BULLETPROOF VESTS FOR THE TOWN'S POLICE DEPARTMENT USING AWARDED GRANT FUNDS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE BULLETPROOF VEST PARTNERSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (the "Town") applied for and has been awarded a grant in the amount of \$25,555.03 from the Fiscal Year 2024 Department of Justice's Bureau of Justice Assistance for the Bulletproof Vest Partnership Program to provide funding for the purchase of bulletproof vests for the Town of Flower Mound Police Department (the "Department"); and,

WHEREAS, the Town Council of the Town finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds and authorize the purchase of bulletproof vests for the Department with said funds;

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

SECTION 1

All of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town approves and accepts the awarded grant amount of \$25,555.03 from the Fiscal Year 2024 Department of Justice's Bureau of Justice Assistance for the Bulletproof Vest Partnership Program.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment in accordance with the grant award and will be used only for the purposes for which they are intended under the program as outlined in the award announcement attached hereto as Exhibit A.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____ ON THIS THE 6TH DAY OF JANUARY, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

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BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2024 Award Announcement

OJP Communications sent this bulletin at 09/26/2024 12:25 PM EDT

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Dear BVP Applicant:

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2024 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2024 BVP awards is now available at the following link: [2024 BVP awards](#).

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: <https://sam.gov/content/help>. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2024 award may be used for National Institute of Justice (NIJ) compliant armored vests that were ordered after April 1, 2024. The deadline to request payments from the FY 2024 award is August 31, 2026, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the NIJ [Compliance Testing Program](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the [BVP FAQs](#), and detailed instructions on the process for requesting a waiver and the documentation required can be found in the [Submitting Payment Requests in BVP User Guide](#).

Please contact the BVP Helpdesk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the [BVP website](#) for additional information regarding the BVP Program.

In addition, please visit BJA's [Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability \(VALOR\) Initiative](#) website to obtain other information regarding officer safety. The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues and threats. Please see the [VALOR Initiative Overview](#) booklet for additional details about this initiative.

Sincerely,

BVP Program Team
Bureau of Justice Assistance

<https://www.ojp.gov/program/bulletproof-vest-partnership>



PUBLIC SAFETY OFFICERS' BENEFITS (PSOB) PROGRAM

Enacted in 1976, the PSOB Program provides death, disability, and education benefits to those eligible for the program. For details regarding these federal benefits for law enforcement officers, firefighters, and other first responders who have died or become catastrophically injured in the line of duty, call the PSOB Office at 888-744-6513 or visit us online at [online](#).

BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.

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

DATE: January 6, 2025
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of a resolution authorizing the application of a match funding proposal to the North Central Texas Council of Governments (NCTCOG) 2025 Transportation Alternatives Program Call for Projects; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The North Central Texas Council of Governments (NCTCOG) has recently opened the 2025 Transportation Alternatives (TA) Call for Project Program for the North Central Texas Region. The TA Program provides 80% / 20% matching reimbursement funds for active transportation construction projects, the primary focus of which is to implement shared-use path (trails) and on-street bicycle facilities reflected in the Mobility 2045: The Metropolitan Transportation Plan for North Central Texas. The selected projects for the program will receive a minimum funding amount of \$3 million and a maximum amount of \$10 million for construction. Project Sponsors for the program must commit to providing a minimum of 20% of the project costs, or between \$600,000 and \$2 million, depending on the amount awarded. A requirement of the application is for a resolution of funding commitment from the Project Sponsor agency that must be provided with the application and must identify the funding source and amount of the local match.

The Town's application aims to address gaps in the trail system along the Pink Evening Primrose Trail. The proposed section starts at Vickery Elementary, heads north to Parker Square Park, connects along Timber Creek Road to Leonard & Helen Johns Park, through Timber Trails Park to Long Prairie Road, connects to Gaston Park, heads back north along Long Prairie Road, and ends at the intersection of Long Prairie & Justin Road. This section of trail is shown on the Town's Trails & Bikeways Master Plan and generally consists of Corridor E (Long Prairie Rd/College Pkwy) and Corridor N (Kirkpatrick Ln/Timber Creek Easement). Potential improvements may consist of new concrete trails, replacement of existing sidewalks to match the Master Plan width recommendations, wayfinding signage, bicycle parking, retaining walls, and bridge crossings.

The deadline to submit the application for funding through this program is January 17, 2025. The Regional Transportation Council (RTC) of NCTCOG will review all projects by March 2025 and will move to approve funding projects in May 2025. If the Town of Flower Mound is awarded program funding, staff will coordinate directly with TxDOT as the funding is administered through TxDOT. An Advanced Funding Agreement between the Town and TxDOT would be required to be signed within one year of project selection (May 2026) and the project must be bid with funds obligated within three years (August 2028). More details about this grant opportunity can be found at the following website: <https://www.nctcog.org/trans/funds/cfps/2025-transportation-alternatives-call-for-projects> .

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: TBD

Proposed Expenditure/(Revenue)
TBD

Account Number(s):
Parks 4B Dedicated Sales Tax - Fund 317

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

ATTACHMENTS:

1. NCTCOG Project Funding Resolution

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

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

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, IN SUPPORT OF THE FLOWER MOUND COMMUNITY SHARED USE PATH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS TRANSPORTATION ALTERNATIVES PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy board associated with the North Central Texas Council of Governments (“NCTCOG”) and the regional forum for cooperative decisions on transportation; and,

WHEREAS, the Regional Transportation Council is anticipated to award funding on May 8, 2025, for projects through the Transportation Alternatives Call for Projects; and,

WHEREAS, the Town intends to submit a Transportation Alternatives project application for Flower Mound Community Shared Use Path project (“Project”) to NCTCOG prior to the January 17, 2025, deadline; and,

WHEREAS, the Regional Transportation Council requires the submittal of a letter or resolution as part of the Transportation Alternatives Call for Projects application submission; and,

WHEREAS, the Town Council finds that it is in the best interest of the public health, safety, and general welfare of the Town to approve a resolution in support of the Flower Mound Community Shared Use Path.

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

SECTION 1

The findings and recitals above are found to be true and correct, and are incorporated into this Resolution as it fully set forth herein.

SECTION 2

The Town supports the Flower Mound Community Shared Use Path, as applied for in the NCTCOG 2025 Transportation Alternatives Call for Projects application.

SECTION 3

The Town will serve as the Project Sponsor and lead project contact on this Project. The Town agrees to designate a single point of contact for the Project.

SECTION 4

The Town commits to fund for a minimum of twenty percent (20%) of the Project costs as a local cash match.

SECTION 5

The Town understands and acknowledges that all awarded funding is provided on a reimbursement basis.

SECTION 6

The Town confirms the project timeline is realistic and commits that if the project is selected for funding, an agreement with TxDOT will be executed within one (1) year of project selection and will obligate funds by August 31, 2028.

SECTION 7

The Town hereby authorizes and directs the Director of Parks and Recreation to act for the Town in all aspects, including application, related to the Project and Chuck Jennings is hereby officially designated as the single point of contact in this regard.

SECTION 8

This Resolution shall take effect immediately upon its adoption by the Town Council.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THIS 6TH DAY OF JANUARY, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: January 6, 2025
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the Professional Services Agreement with Parkhill, Smith, & Cooper, Inc. DBA Parkhill, for the design services associated with the Post Oak Park Improvement project, in the amount of \$107,590.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This item is to enter into a Professional Services Agreement (PSA) with Parkhill, Smith, & Cooper, Inc. DBA Parkhill to perform landscape architectural and engineering design services for improvements to the Post Oaks Park property, as shown on the Town's Five-Year CIP Plan for FY 2024-2025. The potential improvements may include a new pre-fabricated restroom, playground upgrades to include integrated shade, improvements to the shallow pond area to help with drainage issues, a small pedestrian bridge to help cross a low water crossing, replacement of decomposed granite trails with concrete trails that are in compliance with ADA accessibility standards, LED lighting upgrades, wayfinding and/or educational signage, and erosion control improvements to the main pond's outfall. The services will also include environmental and wetland assessments to ensure that any planned improvements are in compliance with state and federal guidelines. Parkhill will also provide full construction documentation, opinion of probable construction cost, assistance during the bidding phase, construction observation assistance, and present a 70% design update to the Parks Board.

BOARD REVIEW/CITIZEN FEEDBACK: The project was recommended for inclusion on the FY 24-25 CIP plan by Parks Board on May 02, 2024 and was approved for funding by the Community Development Corporation on May 30, 2024. The project was adopted as part of the FY2024-25 Capital Improvements Plan by Town Council through approval of the FY2024-25 Annual Town Budget.

ALTERNATIVES: N/A

FISCAL IMPACT: \$107,590.00

Proposed Expenditure/(Revenue)
\$107,590.00

Account Number(s):
317-110-XXXXX-6210

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. Professional Services Agreement
2. Form 1295 (Internal Use Only)

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
PARKHILL, SMITH & COOPER, INC.**

This contract is entered into on this 6th day of January, 2025, 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 **Parkhill, Smith & Cooper, Inc. dba Parkhill**, (“hereinafter referred to as “CONSULTANT”) whose address is 255 North Center Street, Suite 100, Arlington, TX 76011.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Post Oak Park Improvements 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 Post Oak Park Improvements 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 One Hundred Seven Thousand Five Hundred Ninety and No/100 Dollars (\$107,590.00). 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 an hourly basis for certain services provided combined with a flat fee for specific tasks performed in accordance with Attachment "C"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "C" 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 actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. 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:

Brennon Peltier
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 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 sub-

contractor 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; AND, CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, §271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, §130.002(B)

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:

Brennon Peltier
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 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:

Clint Wofford, RLA
Landscape Architect/Associate
Parkhill
255 North Center Street, Ste. 100
Arlington, Texas 76011
817-633-0444 Telephone
cwofford@Parkhill.com

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

XX.
Applicable Law

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

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

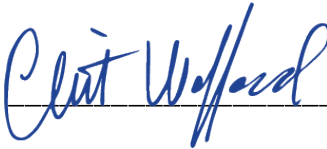
with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[Signature Page to Follow]

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

**CONSULTANT:
PARKHILL**

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

Name: Clint Wofford

Landscape Architect
Title: Senior Associate

Dated: 12/11/2024

By: _____

Name: _____

Title: _____

Dated: _____

December 6, 2024

Mr. Chuck Jennings
Town of Flower Mound
Director of Parks & Recreation
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

RE: Proposal for Professional Services
Post Oak Park Renovations
4751 Flower Mound Road, Flower Mound, Texas, 75022

Dear Mr. Jennings:

Parkhill (A/E) is pleased to provide this proposal as a response to your request for Landscape Architecture Services for the referenced Project.

PROJECT DESCRIPTION

- Conceptual Design and Construction Documentation through Construction Administration for Post Oak Park - 4751 Flower Mound Road, Flower Mound, Texas, 75022.
- Park improvements can include the following elements as allowed by the project budget:
 - Premanufactured Restroom Building (one (1) or two (2) family rest areas)
 - Remove/regrade small pond area to drain to existing wetland
 - New pedestrian bridge in drainage area or low water crossing
 - Remove all existing playground equipment and replace it with new playground equipment (with integrated shade) within the footprint of the existing playground. Additional space could be taken to the north if beneficial to the project.
 - Replace all designated DG trails with concrete trails per Town Standards
 - Provide LED lighting in the parking lot
 - Replace existing fixtures in existing pavilions with LED fixtures
 - Provide Interpretative/Wayfinding Signage
 - Provide erosion control at large pond outfall location
- The construction budget for Post Oak Park Renovations is approximately \$1,000,000.00 (plus) dollars. Soft costs are in addition to this project construction budget.

SCOPE OF SERVICES

A/E proposes to provide Professional Landscape Architecture, Civil Engineering and Irrigation services for the Project as detailed in Exhibit A.

SCHEDULE

A schedule for the work will be provided upon acceptance of this proposal.

COMPENSATION

Our fees for the Basic Services described in Exhibit A will be based on a lump sum amount of \$107,590.00 and will be billed on a complete percentage method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule as shown in Exhibit C.

Geotechnical Investigation		\$ 8,820.00
Topographic Survey		\$ 17,500.00
	Sub-Total	\$ 26,320.00
Waters of the US Delineation		\$ 3,450.00
Section 404/Nationwide Permit Assessment		\$ 1,150.00
Protected Species Habitat Assessment		\$ 3,220.00
	Sub-Total	\$ 7,820.00
Interpretive Signage (\$1,750 per sign) x 5		\$ 8,750.00
Concept Plan (3 concepts)		\$ 11,500.00
Construction Documents		\$ 37,000.00
Bidding & Negotiations		\$ 2,600.00
Construction Contract Administration		\$ 7,600.00
Record Drawings		\$ 3,000.00
	Sub-Total	\$ 70,450.00
	Total for Basic Services	\$ 104,590.00
	Reimbursable Expenses	\$ 3,000.00
	Grand Total	\$ 107,590.00

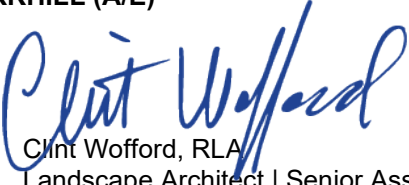
Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling and include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents, and reports. We estimate these expenses to be approximately \$3,000.00.

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive your Agreement. We will not proceed until an Agreement has been executed by both parties.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL (A/E)

By 
Clint Wofford, RLA
Landscape Architect | Senior Associate

By 
Chad Davis, ASLA
Landscape Architect | Sector Director

CW/ilc

Enclosures: Exhibit A – Scope of Services
Exhibit B – Environmental
Exhibit C – Hourly Rates

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas

EXHIBIT A

SCOPE OF SERVICES

TOPOGRAPHIC SURVEY

Parkhill will conduct a Topographic Survey of Existing Conditions for the portion of the site affected by the renovations. A vicinity map showing the proposed survey area is included as an attachment to the scope. This survey will show all visible physical features that may affect future design including, but not limited to, spot elevations, drainage features, existing site contours at a minimum 1-foot interval, trees over 6 inches in diameter, tree groupings, fences, pavement edges, curbs, sidewalks, etc. and any visible evidence of underground utilities. Utilizing public records, we will survey existing property lines, right-of-way lines, and easement lines within the area of renovation.

GEOTECHNICAL INVESTIGATION & REPORT

The A/E shall secure the services of a Geotechnical Engineer to investigate the engineering properties of the soils and to make recommendations on the design of the building foundation.

CONCEPT PLAN PHASE

Concept Plan services shall include site reconnaissance, analysis of site opportunities and constraints, preparation of 2-3 conceptual plan designs, work sessions with town staff, preparation of preliminary and final concept plans, at least two illustrative perspective renderings to demonstrate the character of the playground elements, and preparation of opinion of probable construction cost.

Reference MEETINGS / PUBLIC INPUT.

Deliverables: digital format renderings (plan views and illustrative perspectives) and Opinion of Probable Construction Cost

CONSTRUCTION DOCUMENT PHASE

The A/E shall develop the plans, coordinate the various scope elements and systems, develop construction details and prepare the material/technical specifications setting forth in detail the requirements for construction of the project. The A/E shall meet all applicable Town of Flower Mound design and construction standards, coordinate plans with Town Departments, meet all state regulations and submit construction documents to the CLIENT for development review.

Deliverables: 50% CD Design Review Submittal, 95% CD Design Review Submittal, Bid-Issue Construction Documents, Project Manual (Front End Documents & Technical Specifications), Opinion of Probable Construction Cost and Meetings (as necessary).

BIDDING & NEGOTIATION PHASE

The A/E shall provide/perform the following services during the Bidding & Negotiation Phase: Answer questions from Bidders and prepare addenda as necessary, review substitution requests from Contractor(s), attend bid opening, assist Owner in pre-qualification of bidders, assist the CLIENT in a pre-construction conference if requested.

CULTURAL RESOURCES / ENVIRONMENTAL STUDIES

The proposed grading for this project could potentially disturb existing wetland areas. The following studies could be required related to any disturbances:

- Waters of the United States Delineation.
- Section 404/Nationwide Permit Assessment.
- Protected Species Habitat Assessment.
- Bat Acoustic Survey (listed as an Additional Service).

The items listed are further explained in Exhibit B.

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The A/E shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed upon by the CLIENT and A/E in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed will be in accordance with the Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of on-site observation, the A/E shall keep the CLIENT informed on the progress and quality of the Work.

Site Visits: The A/E shall conduct up to four (4) on-site meetings to review project construction progress as needed, one (1) substantial completion observation and one (1) final completion observation. The Owner will conduct the “end-of-month” on-site meeting to review pay applications.

The A/E shall review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents, provide responses to requests for information (RFI) or clarifications, prepare change orders (if required), assist the CLIENT in conducting the substantial completion and final completion observations, and assist the Owner with closeout procedures.

Except as expressly stated in the Scope of Work, the Consultant shall not be responsible to supervise, direct or have control over Work of CLIENT's Contractors, subcontractors or other service/material providers, including any designated general contractor of CLIENT or any subcontractors thereof nor have any responsibility for the Contractor's means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractors' safety precautions or programs in connection with Work. These rights and responsibilities are solely those of and between the CLIENT and the applicable Contractors. The CLIENT agrees that the A/E is not responsible for the job-site condition or on-site worker safety.

Except unless prohibited by applicable law, the A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of Work or any agent or employee of any of them. The A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform or furnish any applicable Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The A/E shall not be responsible for any delays in the execution of the Work caused by the Contractor.

MEETINGS / PUBLIC INPUT

Each project within a town/city is different so the public input process can be crafted to best meet the Town of Flower Mound's specific needs. The following is a list of options provided as anticipated:

Park Board meeting - A/E will participate in a Park Board meeting to gather public input concerning the conceptual plan alternatives. The A/E will provide a method of polling attendees' preferences.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the A/Es Compensation for Basic Professional Services and will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable Expenses include, but are not limited to travel, postage / shipping, reproductions / copies, color plots / prints, accessibility plan review and inspection fees and reports. These expenses shall be invoiced to a Not-To-Exceed Allowance as noted in the Compensation portion of this Proposal.

ADDITIONAL SERVICES

Additional Services are services that are not specifically included in this Proposal:

- Bat Acoustic Survey
- Public meetings beyond those listed.
- Environmental studies not listed.
- Corp of Engineers/FEMA permitting.
- Grant applications and related documents.
- Additional property acquisitions.
- Subsurface Utility Engineering (SUE).
- Legal Descriptions outside of those specified.
- Hydraulics and Hydrology studies.
- Archaeological survey.
- Traffic Engineering Reports or Studies.
- Geotechnical Investigation & Report beyond described services.
- Design services beyond those described in the Concept Phase Services.
- Additional renderings beyond those listed, etc. Said services shall be described and compensation established and authorized by the Client in writing prior to the A/E providing said services. Additional Services shall be attached to this Proposal as an amendment.

EXCLUSIONS

The intent of this Scope of Services is to include only the services specifically listed herein for this Project. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:

- Fees for permits and advertising.
- Design of off-site utility services or drainage facilities to be more than 100 feet from the boundary of the project site.
- Environmental impact statements, assessments or permits.
- Construction Staking.

ITEMS AND SERVICES TO BE PROVIDED BY THE TOWN

The City will provide the following services to the A/E in the performance of the project upon request.

- Existing data the Client has on file concerning the project, if available.
- As-Built plans for existing facilities and/or utilities, if available.
- Assist the A/E in obtaining any required data and information from local utility companies, as necessary.
- Standard details and specifications in digital format.
- Assist the A/E in requiring appropriate utility companies to expose underground utilities within the right-of-way or easements, when required.

END OF EXHIBIT

EXHIBIT B

ENVIRONMENTAL

The project site is associated with Post Oak Park located at the Southeast corner of Flower Mound Road and Skillern Boulevard in the Town of Flower Mound, Texas. The project site boundaries were provided to Integrated Environmental Solutions, LLC (IES) on 13 November 2024, which are graphically in red below.



INTRODUCTION

Waters of the United States

Jurisdictional waters of the United States are protected under guidelines outlined in Section 401 and 404 of the Clean Water Act (CWA) and in Executive Order 11990 (Protection of Wetlands). The U.S Army Corps of Engineers (USACE) has the primary regulatory authority for enforcing Section 404 requirements for waters of the United States, including wetlands. According to the 2023 Supreme Court of the United States Sackett Decision waters of the United States include:

- All relatively permanent waters connected to traditional interstate waters navigate, and
- All wetlands that have a continuous surface connection with that water, making it difficult to determine where the 'water' end and the 'wetland' beings.

The 2007 USACE and EPA guidance defined "relatively permanent water" will be used. According to this guide, relatively permanent waters are non-navigable tributaries of traditional navigable waters that flow year-round or have continuous flow at least seasonally (e.g, typically three months).

Activities requiring construction (i.e., earthwork, placing fill, excavating, constructing dams, diverting, creeks, channelizing creeks, etc) within waters of the United States generally require a permit from the USACE. The type of permit depends upon the activity in the water resources affected. Typical permits include Nationwide Permit, Regional General Permits, Letters of Permission, and individual permits, ranked from simple to complex, respectively.

Protected Species

The Endangered Species Act (ESA) enabled us to protect, and conserve endangered and threatened species and critical habitat. The U.S. Fish and Wildlife Service (USFWS) in the Department of the Interior and the National Marine Fisheries Service (NMFS) in the National Oceanic and Atmospheric Administration (within the Department of Commerce) share responsibility for administration of the ESA. Section 7 of the ESA requires the Federal agencies consult with the Services to ensure that any projects authorized funded, or carried out by them are not likely to jeopardize the continued existence of any endangered species or threatened species or result in the destruction or adverse modification of critical habitat of such species. The ESA section 7 regulations are found at 50 CFR part 402.

DESCRIPTION OF SERVICES

Task 1 - Waters of the United States Delineation

IES will provide professional services to delineate all waters of the United States, including wetlands within the project site. IES wetland ecologist will delineate the jurisdictional limits of the stream based on 33 Code of Federal Regulations (CFR) 328.3€ and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual; Great Plains Region (Version 2.0) and any current Regulatory Guidance Letters. The boundaries of all these water features identified in the field will be recorded with a Global Positioning System (GPS) that is capable of sub-meter accuracy. After the delineation is completed, IES will digitize these waters of the United States for use by the client for planning, impact calculation, and illustration purposes. This delineation will be provided to the engineer/client for inclusion in their engineering plans to avoid a minimize impact to the waters of the United States (if any are present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and delineation map. The conclusion of this report will detail why any water features on the site are or are not considered waters of the United States.

Task 2 - Section 404/Nationwide Permit Assessment

After the delineation is completed, IES will utilize the delineation to evaluate the proposed site plan to determine compliance with Section 404 of the CWA, especially the NWP program. IES will evaluate the proposed project and what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next IES will document the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit. Finally, IES will document how the proposed project complies with each of these conditions. IES will summarize the delineation, impact assessment, permit conditions, and compliance in a brief letter report.

Task 3 - Protected Species Habitat Assessment (Federally Protected Species)

The effort will include coordinating with USFWS to determine the species listed in Denton County, habitat surveys for listed protected species, and a report presenting the findings of the surveys. Research of available data will determine listed species and their preferred habitat. Species-specific surveys will not be covered in the scope of services since they require substantial time throughout particular seasons, using specific protocols. Habitat surveys are designed to determine whether the site contains preferred protected species habitat, and the likelihood of the presence of that species. A brief letter report will be prepared summarizing the results of the survey. Specifically, the report will describe the habitats present on the site, the protected species that are listed in the Denton County and the preferred habitats, and an evaluation of whether or not this preferred habitat is present on the site

Task 4 – Bat Acoustic Surveys

(Add Services - required if the Tri-Colored Bat is added to the Endangered Species List).

Due to the wooded habitat that is preferred for the Tri-Colored bat, IES recommends a presence absence survey prior to removing any trees to document compliance with the Endangered Species Act. Although the Tri-Colored Bat is not listed presently, it is anticipated to be listed any day. To document this IES will follow USFWS approved protocols for acoustic monitoring. IES will deploy eight (8) acoustic detectors for a minimum of seven (7) nights (two (2) detector sites for seven nights = fourteen (14) detector nights). Due to the highly fragmented nature of the survey area, additional sampling effort is required to provide a comprehensive assessment. In addition to the acoustic surveys, habitat assessments will be conducted

according to USFWS guidelines at each detector location. For the acoustic survey, IES will use Wildlife Acoustics SM4BAT FS detectors (Wildlife Acoustics, Maynard, MA USA) at appropriate locations. The report will include the information required under USFWS guidelines, including all raw data files, documentation of whether conditions, maps indicating actual locations of bat detectors, photographs of each bat detector set up and zone of reception, appendices containing Kaleidoscope Pro auto identification output, and results from manual interpretation of calls, if performed. Manual interpretation of calls will be documented with notes of call features that were used to make manual identifications.

Information furnished by clients

The client (or representative) will provide rights of entry to the site and digital limits of the project site prior to initiating site surveys. The client will provide project designs including 1. Preferred site plan; 2. Two (2) additional site plan layouts; 3. Grading plan for preferred site plan; 4. Market analysis support for proposed project; 5. Real estate support to identify and limit off-site alternatives.

Special conditions

The scope of services to identify and locate the boundaries of all water features and define whether they would be regulated waters of the United States in accordance with IES interpretation of the 2023 SCOTUS Sackett definitions and the 2007 USACE Rapanos Guidance regarding “relatively permanent waters”. The USACE and EPA have not issued any guidance on their implementation of the 2023 Sackett definitions at the time of this proposal. If their proposed guidance is different to that provided in 2007, IES findings may not be consistent with the agencies.

This scope of services is limited to habitat surveys that determine the potential utilization of protected species. If there is suitable habitat presence for federally listed species; species-specific surveys may be necessary to determine if the habitat is occupied. As this is unlikely to occur, species-specific surveys are specifically excluded from this agreement.

This scope of services for preparing all necessary documents to support an IP application to the USACE as well as coordination with the USACE to obtain the permit. The scope of services does not include any other non-typical surveys, which the USACE may request. These additional surveys may include, but not be limited to absence/presence surveys for any state or federally listed protected species, any benthic or macro-invertebrate surveys, etc. if any of these additional surveys are requested by the USACE Fort Worth district IES can provide a cost estimate or qualified permitted contractor recommendation for the survey.

Exhibit C
Parkhill
Hourly Rate Schedule
January 1, 2025 through December 31, 2025

Client: Town of Flower Mound

Project: Post Oak Park Renovations

Agreement Date: _____

Location: 4751 Flower Mound Road,
Flower Mound, Texas, 75022

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$79.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
		Architect	\$196.00	Architect	\$306.00
SUPPORT STAFF II	\$92.00	Civil Engineer	\$239.00	Civil Engineer	\$332.00
		Electrical Engineer	\$233.00	Electrical Engineer	\$331.00
SUPPORT STAFF III	\$127.00	Interior Designer	\$174.00	Interior Designer	\$248.00
		Landscape Architect	\$188.00	Landscape Architect	\$266.00
SUPPORT STAFF IV	\$136.00	Mechanical Engineer	\$223.00	Mechanical Engineer	\$315.00
		Structural Engineer	\$231.00	Structural Engineer	\$297.00
SUPPORT STAFF V	\$150.00	Survey Tech	\$179.00	Professional Land Surveyor	\$238.00
		Other Professional	\$172.00	Other Professional	\$258.00
SUPPORT STAFF VI	\$163.00				
PROFESSIONAL LEVEL I		PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Architect	\$160.00	Architect	\$239.00	Architect	\$390.00
Civil Engineer	\$173.00	Civil Engineer	\$279.00	Civil Engineer	\$400.00
Electrical Engineer	\$177.00	Electrical Engineer	\$273.00	Electrical Engineer	\$393.00
Interior Designer	\$151.00	Interior Designer	\$191.00	Interior Designer	\$284.00
Landscape Architect	\$151.00	Landscape Architect	\$204.00	Landscape Architect	\$341.00
Mechanical Engineer	\$166.00	Mechanical Engineer	\$261.00	Mechanical Engineer	\$373.00
Structural Engineer	\$166.00	Structural Engineer	\$266.00	Structural Engineer	\$393.00
Survey Tech	\$141.00	Survey Tech	\$218.00	Professional Land Surveyor	\$238.00
Other Professional	\$149.00	Other Professional	\$203.00	Other Professional	\$326.00
PROFESSIONAL LEVEL II		PROFESSIONAL LEVEL V			
Architect	\$173.00	Architect	\$291.00		
Civil Engineer	\$194.00	Civil Engineer	\$331.00		
Electrical Engineer	\$200.00	Electrical Engineer	\$328.00		
Interior Designer	\$159.00	Interior Designer	\$230.00		
Landscape Architect	\$159.00	Landscape Architect	\$248.00		
Mechanical Engineer	\$191.00	Mechanical Engineer	\$313.00		
Structural Engineer	\$188.00	Structural Engineer	\$294.00		
Survey Tech	\$153.00	Professional Land Surveyor	\$233.00		
Other Professional	\$157.00	Other Professional	\$226.00		



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

DATE: January 6, 2025
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the purchase and installation of the 2024-2025 Playground Replacements project, for Rustic Timbers Park Playground, from Cunningham Recreation, through the Texas Local Government Purchasing Cooperative, in the amount of \$293,946.39.**

BACKGROUND: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2024-2025 after a recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Rustic Timbers Park playground is one of the playgrounds funded.

The playground will include equipment designed for 2-5 year old children & 5-12 year old children, swings with integrated shade structure, and new engineered wood fiber play surfacing. The new playground will additionally include stand-alone musical equipment for use by all ages. Demolition and removal of the existing equipment will be through a separate contract.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$293,946.39

Proposed Expenditure/(Revenue)
\$293,946.39

Account Number(s):
317-110-90825-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buy Board Quote from Cunningham Recreation
2. Form 1295 (Internal Use Only)

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



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

12/06/2024
 Quote #
 172786-01-03

Rustic Timber Park Renovation - Option 2 (Revised)

Town of Flower Mound
 Attn: Brennon Peltier
 1201 Rosewood Trail
 Flower Mound, TX 75028
 United States
 Phone: 972-874-6278
 brennon.peltier@flower-mound.com

Ship to Zip 75028

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Modular Structure for Ages 5-12 [Basic: _____] [RotoPlastic: _____] [Deck:Pvc: _____] [Accent: _____] [SkyWheel: _____] [Handgrip: _____] [Wallcano: _____] [HDPE: _____] [Tube: _____] [2ColorHDPE: _____] [Accent2: _____] [Fabric1: _____]	\$121,668.00	\$121,668.00
		(1) 3905 -- Bells 12" 1S		
		(1) 4871 -- 3-in-A-Row with back 11" Gizmo		
		(1) 4959 -- Maze Wheel		
		(1) 4962 -- Echo Chamber		
		(2) 6232 -- Pod (1'-0")		
		(6) 80000 -- 49" Sq Punched Steel Deck		
		(4) 80078 -- 6"Stepped Platform		
		(1) 80924 -- Double Seat		
		(1) 80931 -- Single Gizmo Panel		
		(1) 81587 -- Skywheel Attachment		
		(1) 81670 -- Crunch Bar		
		(1) 90022 -- 2'-6" Transfer System W/ Barrier		
		(1) 90103 -- 2' Schooner Climber		
		(1) 90104 -- 2'-6"/3' Schooner Climber		
		(1) 90139 -- 8' Vert Wall Climber		
		(1) 90207 -- Overhead Ladder Access Package		
		(1) 90216 -- Rung Enclosure W/Barrier, Above Dk		
		(1) 90222 -- Rung Encl Thunderring & Bar,Above Dk		
		(1) 90225 -- Decorative Panel, Above Dk		
		(1) 90260 -- 8' Leaning Wall Climber		
		(1) 90266 -- 8' Upright, Alum		
		(1) 90267 -- 9' Upright, Alum		
		(2) 90269 -- 11' Upright, Alum		



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

12/06/2024
 Quote #
 172786-01-03

Rustic Timber Park Renovation - Option 2 (Revised)

Quantity	Part #	Description	Unit Price	Amount
		(1) 90270 -- 12' Upright, Alum		
		(3) 90272 -- 14' Upright, Alum		
		(1) 90277 -- 4' Quick 'L' Tube Slide, Std, 30" D		
		(1) 90317 -- Toad Stool Climber		
		(2) 90430 -- Decorative Panel W/Gizmo, Above Dk		
		(1) 90573 -- Scramble Up (3'-6" To 5'-0")		
		(1) 90610 -- Contoured Panel (Above)		
		(1) 90655 -- Pod Climber		
		(4) 90703 -- Straight Section Wilderslide li		
		(1) 90705 -- Right Curve Section Wilderslide li		
		(1) 90709 -- Support Wilderslide li		
		(1) 90736 -- Sun Blossom 2 Color Gadg Pnl Abov Dk		
		(1) 90750 -- Butterfly Climber		
		(1) 90762 -- Long Exit (Use On 7' & 8' Slides)		
		(1) 90844 -- Double With Spiral		
		(4) 91139 -- Entryway - Barrier		
		(4) 91146 -- Entryway - Guardrail		
		(1) 91364 -- Sensory Wave Panel w/ chimes		
		(1) 91564 -- Face Creator Panel		
		(1) 91570 -- Answer Ball Panel		
		(1) 91712 -- Modern Transfer w/Guardrail 2' Rise		
		(1) 91797 -- 20' Sunblox Square Canopy		
		(1) G90267 -- 9' Upright, Galv		
		(2) G90268 -- 10' Upright, Galv		
		(3) G90272 -- 14' Upright, Galv		
		(4) G90273 -- 15' Upright, Galv		
1	RDU	GameTime - Primetime Modular Structure for Ages 2-5 [Basic:_____] [Accent:_____] [Deck:Pvc:_____] [HDPE:_____] [Fabric1:_____] [2ColorHDPE:_____] [Arch:_____] [RotoPlastic:_____] [Accent2:_____] [Tube:_____]	\$43,158.00	\$43,158.00
		(1) 4958 -- Hypno Wheel		
		(1) 5132 -- Frog Slide Puzzle Gadget		
		(1) 12009 -- 3 1/2"Uprt Ass'Y Alum 6'		
		(3) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		



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12/06/2024
 Quote #
 172786-01-03

Rustic Timber Park Renovation - Option 2 (Revised)

Quantity	Part #	Description	Unit Price	Amount
		(7) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
		(1) 12055 -- Handhold Transfer		
		(1) 12828 -- 1'-6" Entrance Barrier		
		(4) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(1) 18705 -- Seat And Table For Two 36"		
		(1) 18854 -- 10' Sunblox Umbrella Canopy		
		(1) 18861 -- Echo Fidget Panel		
		(1) 19057 -- Wave (Standard)		
		(1) 19122 -- Wave Zip Slide (2'-6" & 3')		
		(1) 19200 -- Telescope Enclosure		
		(1) 19215 -- Rung Enclosure W/ Steering Wheel		
		(1) 19419 -- Fun-L Crawl Tube (Attach)		
		(1) 19433 -- Wrinkle Wall Attachment 3'		
		(1) 19834 -- Flower Spinner Half Panel		
		(1) 19902 -- Modern Access Attachment 1'-6" PT		
		(1) 80931 -- Single Gizmo Panel		
		(1) 91240 -- Gadget Frame (Grd Level)		
		(1) H12027 -- 12' Heavy Wall Upright		
1	5193	GT-Shade - Triple Bay Swing Shade [Basic:_____] [Fabric 1:_____]	\$18,762.00	\$18,762.00
1	5166	GameTime - Expression Swing w Adaptive Seat 5" [Basic:_____] [Roto Plastic:_____]	\$3,028.00	\$3,028.00
1	5173	GameTime - Adaptive Swing w/Rung Belt	\$283.00	\$283.00
2	8914	GameTime - Encl Tot Seat 5"Od(8914)	\$499.00	\$998.00
2	8918	GameTime - Belt Seat Pkg 5"Od(8918)	\$402.00	\$804.00
1	RDU	GameTime - Freestanding Panel Cluster [Basic:_____] [RotoPlastic:_____] [2ColorHDPE:_____] [Accent:_____]	\$41,377.00	\$41,377.00
		(4) 5702RP -- Butterfly Post Topper		
		(1) 90724 -- Color Wheel - Gadget Panel Below Deck		
		(1) 90723 -- Twist Ball Run-Gadget Pnl Below Deck		
		(4) 90269 -- 11' Upright, Alum		
		(1) 91595 -- Composer		
1	BFLY-I-IG	Freenotes - Indigo Butterfly - (With Inground Mount Kit)	\$1,480.00	\$1,480.00
1	BFLY-O-IG	Freenotes - Orange Butterfly - (With Inground Mount Kit)	\$1,480.00	\$1,480.00
1	FWR-Y-IG	Freenotes - Yellow Flower - (With Inground Mount Kit)	\$1,676.00	\$1,676.00
2	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$1,187.00	\$2,374.00



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

12/06/2024
 Quote #
 172786-01-03

Rustic Timber Park Renovation - Option 2 (Revised)

Quantity	Part #	Description	Unit Price	Amount
190	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)- - Area: 3,837 Sq.Ft. - Thickness (Compacted): 12"	\$21.99	\$4,178.10
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
1	INSTALL	MISC - Removal and Disposal of Existing Surfacing	\$15,250.00	\$15,250.00
1	INSTALL	MISC - Provision and Installation of Drainage	\$4,325.00	\$4,325.00
1	INSTALL	MISC - Installation of EWF	\$2,815.00	\$2,815.00
1	INSTALL	MISC - Installation of Geotextile Fabric	\$710.00	\$710.00
1	INSTALL	MISC - Installation of the Above Equipment	\$59,510.00	\$59,510.00
Contract: Buy Board Contract #679-22			Sub Total	\$323,968.18
			Discount	(\$43,616.69)
			Freight	\$13,594.90
			Total	\$293,946.39

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

Rustic Timber Park - Option 2

Flower Mound, TX

Design • Build • PLAY!

Full Site View



2-5 Unit
Back View



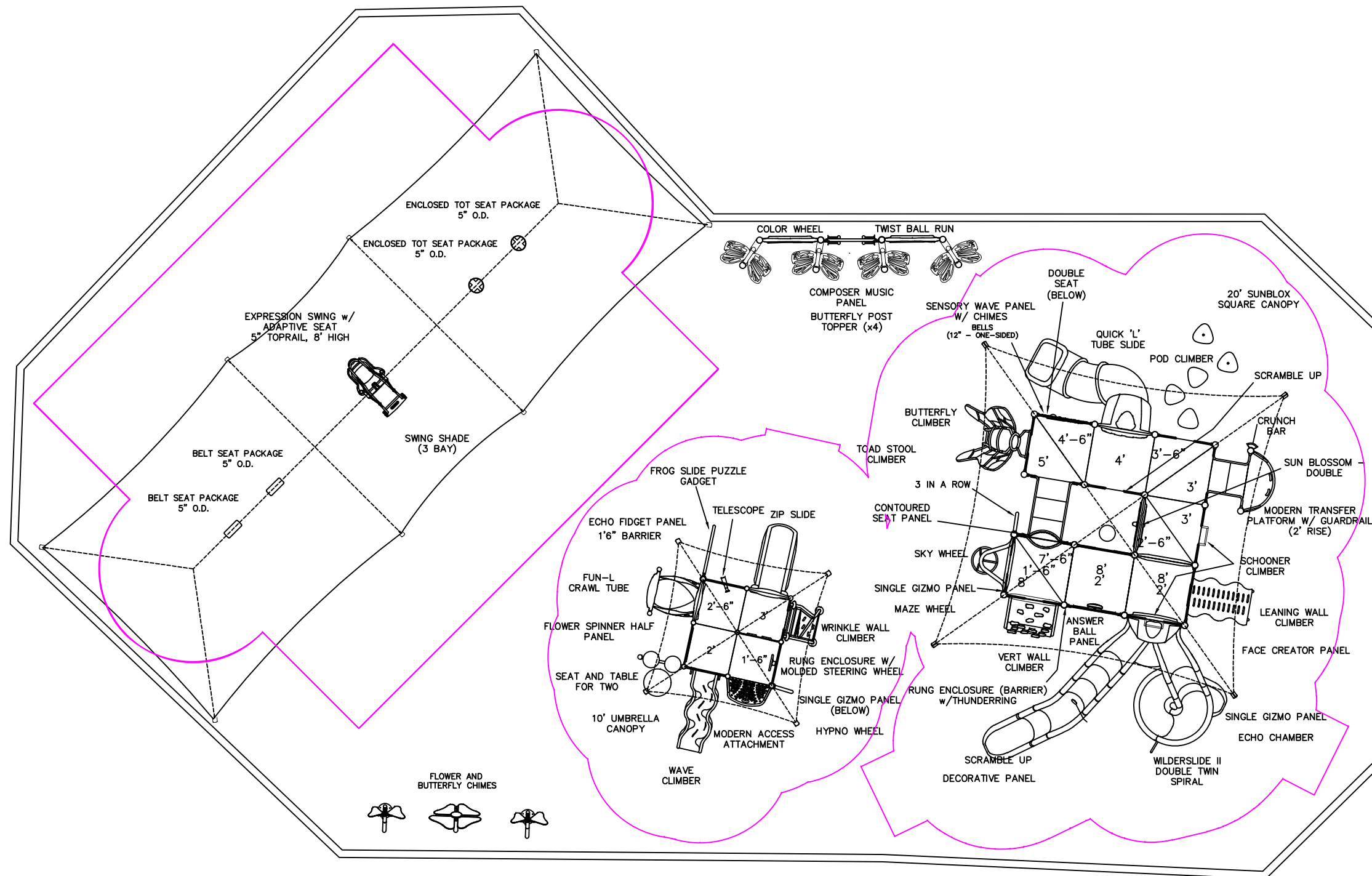
5-12 Unit
View 1



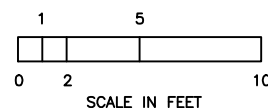
5-12 Unit
View 2



* Honeysuckle palette



SURFACING	
TYPE	EWF
SQ FT	3,837
DEPTH	12"



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



Town of Flower Mound
Rustic Timber Park - Option 2
Flower Mound, TX
Representative
Cunningham Recreation

This play
equipment is
recommended
for children ages
5-12

Minimum Area Required:
Scale:
This drawing can be
scaled only when in
an 11" x 17" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, as specified for each type of
equipment, and at depths to meet the
critical fall heights as specified by the U.S.
consumer Product Safety Commission,
ASTM standard F 1487 and Canadian
Standard CAN/CSA-Z-614

Drawn By:
LO
Date:
11.6.24
Drawing Name:
172786-01-02



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

DATE: January 6, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider purchase of two (2) 2023 Ford F150 4x2 Crew Cab 1/2 ton pickup with a 5.5' bed, spray in bed line and vehicle options as identified on attached Flower Mound F150 Cooperative Quote dated 12/3/2024, in the amount of \$90,992.44.**

BACKGROUND: The Park Services Division of the Parks and Recreation Services Department is requesting the purchase of two (2) 2023 Ford F150 4x2 Crew Cab 1/2 ton pick-ups with 5.5' bed, spray in bed liner, and vehicle options as identified on attached Flower Mound F150 Cooperative Quote Dated 12/3/2024 in the amount of \$90,992.44. The total cost, including destination fees, for the 2023 Ford F150's per the Town of Flower Mound specifications is \$90,992.44. The Town is proposing to purchase the trucks from Sam Pack's Five Star Ford utilizing their H-GAC Cooperative Contract #VE05-24.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$90,992.44

Proposed Expenditure
\$90,992.44

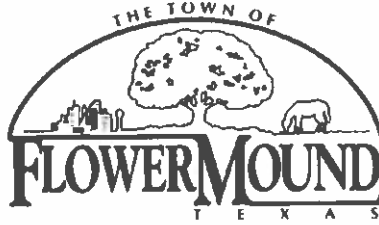
Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Docs

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



Bid Award Recommendation

Date: 12/6/2024- VERF – FY24-25

Description: **2023 Ford F150 Crew Cab ½ Ton Pick-up with 5.5' bed**

Qty.: 2

Replaces: 33000-30, a 2015 F150 Pick-up and 3300-108, a 2012 F350 Pick-up – Parks

Bidder: Sam Packs Five Star Ford, Kevin Moore 888-835-3389, KevinMoore@spford.com

Item: **Two - 2023 Ford F150 4x2 Crew Cab ½ ton Pick-up with 5.5' bed, Spray-in bed liner and vehicle options as identified on attached Flower Mound F150 Cooperative Quote Dated 12/3/2024**

Total Cost of Vehicles, Equipment & Installation:

\$90,992.44

It is Fleet Services recommendation to award the bid to **Sam Pack Five Star Ford** in the amount of **\$90,992.44** utilizing the **H-GAC Cooperative Contract # VE05-24**.

Fleet Services Manager

12/6/2024

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 12/6/2024
Suggested Vendor: Sam Packs Ford
Contact (if known): Kevin Moore
Address (if available): 1735 S. IH35E
Carrollton TX 75006
Phone/Fax: 888-835-3389

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

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



G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Updated Quote	Amount
VERF	\$45,000.00	2	2023 F150 CREW CAB 5.5 BED WHITE 4X2 Pickup	45,496.22	90,992.44
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	90,992.44

Name/Phone Ext.: Clayton Litton - 6421
Approved By:
Unit #(s) to be replaced
or specify NEW Unit: 3300-108 & 33000-30
Spec Name: F150 CREWCAB 5.5 BED

APPROVALS:
Fleet Manager: **BILLY STERNER**

Bid/Solicitation #:
Co-Op/Contract #: HGAC VE05-25

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

PO# Parts
Date Parts Ordered
Agency Name
Vehicle Type
Salesperson

PO # Labor	
Date to Chevy	
Last Part ETA	
Vehicle ETA	
Quantity of Vehicle order	

[illegible]

Parts Total	\$0.00	Total of Build	\$0.00	Labor Hours	0	Labor Price	\$0.00
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[illegible]

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

VE05-24

Date
Prepared:

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	FLOWERMOUND	Contractor:	SAM PACK FIVE STAR FORD
Contact Person:	BILLY STERNER	Prepared By:	KEVIN MOORE
Phone:	817-239-9137	Phone:	214-837-7018
Fax:		Fax:	
Email:	BILLY.STERNER@FLOWERMOUND.COM	Email:	KEVINMOORE@SPFORD.COM

Product Description	2023 FORD F150 CREW CAB (HEADACHE RACK UNIT)
---------------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 38,565**B. Published Options - Itemize below - Attach additional sheet(s) if necessary.**

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
POWER GROUP	0		
CRUISE	0		
CREW CAB OPTION	2795		
TRAILER TOW	1206		
E LOCKING REAR END	420		
PLATFORM BOARDS	250		
5.0L V8	2125		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	6,796

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
RKI HEADACHE RACK/ RKI CROSS BOX	1,410	1 EXTRA KEY AND FOB	179
TINT	275		
SPRAY IN	495		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	2,359

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	47,720	=	Subtotal D:	95440
-------------------	---	--------------------------	--------	---	-------------	-------

E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
2023 OUT OF STOCK DISCOUNT	-5067.56		
TRANSPORT	19.9		
		Subtotal F:	-5047.66

Delivery Date:

G. Total Purchase Price (D+E+F):

90,992



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

DATE: January 6, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of a 2023 Ford F-150 Super Cab 4X4 from Silsbee Ford for the Public Works Department in the total amount of \$50,135.60; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Public Works Department is requesting the purchase of a 2023 Ford F-150 Super Cab 4x4 model with Vault and Camper Topper per Town of Flower Mound specifications and Vendor Quote from Silsbee Ford in the amount of \$50,135.60 through TIPS USA Cooperative Contract #240901. This purchase is a new addition to the Town's Fleet Inventory via Fiscal Year 24-25 Decision Package approved in the Fiscal Year 24-25 budget.

A new Field Services Technician position was approved via fiscal year 24-25 budget to perform in house field surveying, drafting, and basic engineering duties related to Public Works projects. Purchase of this vehicle will allow for the position to be fully equipped with a vehicle used to transport specialized equipment needed for surveying and construction purposes.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$50,135.60

Proposed Expenditure/(Revenue)
\$50,135.60

Account Number(s):
230-690-94100-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Fleet Req
3. Quote-Complete Unit
4. Quote-Topper (Included in Complete Unit)
5. Quote-Truck Vault (Included in Complete Unit-Price Before Dealer Discount)
6. TOWN OF FLOWER MOUND - F150 8 FT SURVEYOR DRW

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



Bid Award Recommendation

Date: 12/13/2024 – Decision Pkg– FY24-25

Description: **2023 Ford F150 4x4 Super Cab W/8' Bed, Topper, and Surveyor Box**

Qty.: 1

Replaces: NONE – New Fleet Addition – PW – Drainage & ROW

Bidder: Silsbee Ford, Seth Gamblin, 512-436-1313, sgamblin.silsbeefleet@gmail.com
Via TIPS USA Cooperative Contract# 240901.

Item: 1 – 2023 Ford F150 4x4 Super Cab Pick-up with Options and Equipment
Identified on Silsbee Ford TIPS Cooperative Contract Quote "FORD F150 Super Cab".

Total Cost of Vehicles, Equipment & Installation:

\$50,135.60

It is Fleet Services recommendation to award the bid to **Silsbee Ford** in the amount of **\$50,135.60** utilizing the **TIPS USA Cooperative Contract 240901.**

Fleet Services Manager

12/13/2024

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 12/12/2024
 Suggested Vendor: Silsbee Ford
 Contact (if known): Seth Gamblin
 Address (if available): 1211 Hwy 96 N,
Silsbee TX 77656
 Phone/Fax: 512-436-1313



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
230-690-94100-6130	\$50,000	1	half ton 4x4 extended cabWith surveying toolbox	\$ 50,135.60	\$ 50,135.60
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 50,135.60

Name/Phone Ext.: Ty Bickford
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: New Fleet Addition
 Spec Name: _____

APPROVALS:
 Fleet Manager: Billy Sterner
 Bid/Solicitation #: _____
 Co-Op/Contract #: TIPS 240901

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



PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

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

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD F150 SUPER CAB

Date: December 9, 2024

A. Bid Item: _____

A. Base Price: \$ 33,964.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
X1E	2023 FORD F150 SUPER CAB 4X4	\$ 3,975.00	101A	XL EQUIPMENT GROUP	
995	5.5L V8	\$ 2,997.00		CRUISE	
44G	10 SPEED TRANS			POWER LOCKS AND WINDOWS	
	8ft BOX 163 WB			17" SLIVER STEEL WHEELS	
53A	TRAILER TOW	\$ 1,325.00			
67T	TRAILER BRAKE CONTROLLER	\$ -			

Total of B. Published Options: \$ 8,297.00

Published Option Discount (5%) \$ (216.10)

C. Unpublished Options

\$= 19.5 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR- YZ WHITE	
		INTERIOR AS VINYL 40/20/40	
TRUCK VAULT QUOTE 280988	\$ 4,995.70		
DROPP SHIPPED TO FLOWER MOUND	\$ 3,245.00		
CAMPER TOPPER	INC	UNIT ON THE GROUND	
BILL TO GET SETH CONTACT FOR PAYMENT	INC	1FTFX1E56PKF72639	

Total of C. Unpublished Options: \$ 8,240.70

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

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

\$ -

F. Contract Price Adjustment: FLOWER MOUND DISCOUNT

\$ (750.00)

G. Additional Delivery Charge: 300

\$ 600.00

H. Subtotal:

\$ 50,135.60

I. Quantity Ordered 1 x H =

\$ 50,135.60

J. Trade in: _____

\$ -

K. _____

L. Total Purchase Price

\$ 50,135.60

DFW TRUCK & AUTO ACCESSORIES - FT WORTH
11008 NORTH FRWY
FT. WORTH, TX 76177
817-222-0800
www.dfwcamper.com
Sales Person Adam Aylmer



SALES QUOTE

Page 1

Sell To:
FLOWERMOUND FIRE DEPT.
3838 FORUMS DR.
FLOWER MOUND, TX 75028
Home: 972-874-6202
Business: 972-874-6470

Customer ID CU94721
Customer Type
Dealer
Dealer Sales Person
P.O. Number
P.O. Date 12/9/2024
Our Order No. F289072
Stock No.

	Truck Color	Year	Make FORD	Model F-150	Cab	Bed 8'	VIN No.	
Item No.	Mfg. Code	Variant Code	Description			Quantity	Unit Price	Total Price
2021F1RLDD	ARE	WHITE	DCU COMMERCIAL ALUMINUM TOPPER FORD F-150 21+ 8' LWB WHITE, CAB HI, DRIVER & PASS SIDE DOOR, PASS TOOL BOX, RACK W/ CENTER SUPPORT			1	2,995.00	2,995.00
LABOR			LABOR-INSTALLATION & SHOP SUPPLIES DFW INSTALLATION LABOR / SUPPLIES / HARDWARE			2	125.00	250.00



Pricing is valid for 14 days
from date of quote.
After 14 days, all prices are
subject to change based on
current market condtions.

Subtotal: 3,245.00
Total Sales Tax: 0.00
Total: 3,245.00



SALES QUOTE

P. O. Box 734 Sedro-Woolley, WA 98284 | Phone: (800) 967-8107 | Fax: (360) 855-2239

Branch / Type: 30 / R
Tax Exempt Number:

Quote Valid for 60 days

Quote Number: 280847
Quote Date: 12/04/24

Bill To: Town of Flower Mound - TX 1101 Duncan Lane Flower Mound TX 75028- United States Phone: 972-874-6431	Ship To: Town of Flower Mound - TX Billy Sterner 1101 Duncan Lane Flower Mound TX 75028- United States Email: Billy.Sterner@flowermound.gov
---	---

Customer ID		Account No.	Account Rep		
FLO0120			Ray Poquiz		
Qty	Item No.	Description	Unit Price	Unit Disc.	Extension
1	Z-CUSTOM	Custom Vault Temp stock code TEMPORARY F-Series Pickup Surveyor 8' bed Full Size Surveyor Ford F-150 Vehicle Year: 2024 Bed Length: 8' 4 Drawers 5 Cubbies cubbies have 1/4" x 1" wide ABS strip at the front cubbies have 1/4" rubber mat LOOSE in the bottom only Push Button Locks w/Key Override Interior Carpet: Gray Exterior Carpet: Cinder	6,275.00	627.50	5,647.50
1	P-401	C-FDFSEN4-15L-VP Divider Package - 2) Long 2) Side to Side Include holders and screws	160.00	160.00	0.00

By signing this document I acknowledge that I have carefully examined the ORDER CONFIRMATION details and have found it to conform to my order specifications and accept full ownership of the product(s) and all associated responsibility. I assume responsibility for any required shipping charges, even when omitted from any associated purchase order. All transactions to be completed in US Dollars. Products will be exported from the United States in accordance with the Export Administration Regulations. Diversion or use contrary to U.S. law is prohibited. TruckVault is an equal opportunity employer.

Accepted by _____

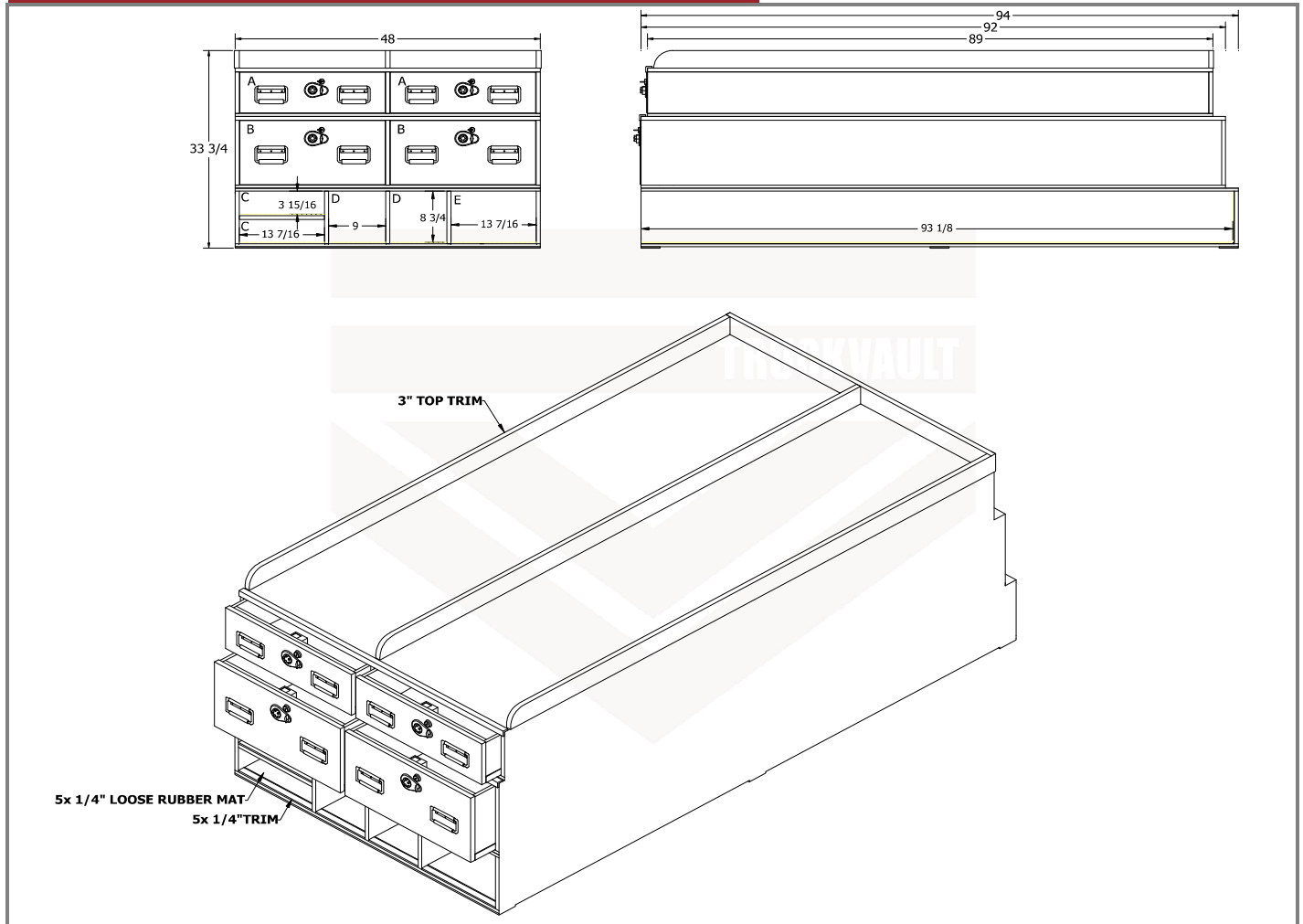
Title _____ Date _____

¹Freight Rates are subject to change at the time of purchase based on current economic conditions

²Gun Safes are tax exempt under Texas and Washington State Law

Gross Amount	6,435.00
Gross Discount	-787.50
Sub Total	5,647.50
Freight ¹	195.00
Sales Tax ²	0.00
Order Total	5,842.50

MAKE:	Ford	MODEL:	F-150	YEARS:	2015 -
3RD ROW SEAT:	No	SPARE TIRE ACCESS:	Yes	STYLE:	

STOCK CODE: C-FDFSEN4-15L-VP


VAULT WIDTH:	48	INSIDE DRAWER HEIGHT:	A: 6 1/8	B: 10 1/8
VAULT LENGTH:	92	INSIDE DRAWER LENGTH:	A: 86 5/8	B: 89 5/8
VAULT HEIGHT:	20 1/2	INSIDE DRAWER WIDTH:	A: 21 3/4	B: 21 3/4
		INSIDE DRAWER DIAGONAL:	A: 88 15/16	B: 91 7/8
OVERALL HEIGHT:	33 3/4			

ADDITIONAL INFORMATION:

NOTE: Overall Vault height may increase by 1/2" with protective front iron & carpet or 3/4" with all weather coating

NOTE: Depending on the style, some locks will increase the Overall Vault length an additional 1 5/8"

Customer Signature: _____

Date: _____



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

DATE: January 6, 2025
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for initial design phase services associated with the Denton Creek Water Reuse - Pump Station, Ground Storage Tank, and Phase 1 Transmission Line project, in the amount of \$270,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This project consists of performing initial design for a 6.5 million gallon per day (MGD) water reuse pump station and two – 2-million-gallon (MG) ground storage tanks in accordance with the approved Denton Creek Reuse Water Masterplan.

The pump station will be located south of FM 1171 and east of Highway 377 on Dunham Road. The pump station will receive reuse water from the Trinity River Authority (TRA) and will serve non-potable watering needs on the west side of Town including parks, roadways, schools, and other public open spaces. The pump station will reduce the potable water supply demand required from the Upper Trinity Regional Water District (UTRWD). This project also includes a routing study for the first phase of the reuse water transmission line. The transmission line is anticipated to extend approximately 1.5 miles from the reuse pump station to the existing Trailwood Estates development and will include stub outs for future Estancia and Furst Ranch Developments.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve the professional services agreement will result in the master planned reuse water pump station not being built. Existing and future developments in west Flower Mound will not have access to reuse water for irrigation. Additional water would need to be purchased from UTRWD to meet demand.

FISCAL IMPACT: \$270,000

Proposed Expenditure/(Revenue)
\$270,000

Account Number(s):
601-900-XXXXX-6070

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

ATTACHMENTS:

1. Professional Services Agreement
2. Form 1295 (Internal Use Only)

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

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

This contract is entered into on this 6th of January, 2025, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 13455 Noel Road Two Galleria Office Tower, #700, Dallas, TX 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to Denton Creek Water Reuse - Pump Station, Ground Storage Tank, and Phase 1 Transmission Line 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 Denton Creek Water Reuse - Pump Station, Ground Storage Tank, and Phase 1 Transmission Line project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Two Hundred Seventy Thousand and No/100 Dollars (\$270,000). 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.

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:

Brian Waltenburg, P.E.,
Assistant Director of Engineering
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX.
Notice Information

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

Brian Waltenburg, P.E.,
Assistant Director of Engineering
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

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

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

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

XX.
Applicable Law

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

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.

Remedies

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

XXVI. Entire Agreement

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

XXVII. Non-Waiver

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

XXVIII. Headings

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

XXIX. Venue

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

XXX. No Third Party Beneficiary

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

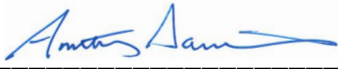
intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[Signature Page to Follow]

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

**CONSULTANT:
KIMLEY-HORN AND
ASSOCIATES, INC.**

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

Name: Anthony Samarripas

Title: Vice President

Dated: 12-23-2024

By: _____

Name: _____

Title: _____

Dated: _____

ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Denton Creek Water Reuse - Pump Station, Ground Storage Tank, and Phase 1 Transmission Line Conceptual Design

PROJECT UNDERSTANDING

This project consists of performing conceptual design for a 6.5 million gallon per day (MGD) water reuse pump station and 2 – 2 million gallon (MG) ground storage tanks. The pump station will be located south of FM 1171 and east of Highway 377. The pump station will receive reuse water from the Trinity River Authority (TRA) and will serve non-potable watering needs on the west side of Town including parks, roadways, schools, and other public open spaces. The pump station will also reduce the potable water supply demand required from the Upper Trinity Regional Water District (UTRWD).

This task also consists of a conceptual routing study for the first phase of the reuse water transmission line. The transmission line is anticipated to extend approximately 1.5 miles from the reuse pump station to the existing Trailwood Estates development and will include a stubout across FM 1171 to the Furst Ranch development.

The initial scope of work will consist of the following:

- Hydraulic modeling.
- Preliminary geotechnical evaluation.
- Environmental wetland delineation and 404 assessment (pump station site).
- Conceptual (30%) pump station design.
- Conceptual (30%) routing study for Phase 1 transmission line.
- Preliminary design report.

Detailed design, bidding and construction phase services will be provided under a separate contract. Additionally, final design associated with the Phase 1 reuse water transmission lines will be provided under a separate contract.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: GENERAL ITEMS AND MEETINGS

A. Design Tasks

1. Prepare for and attend meetings. Following the meeting, prepare meeting minutes. The following meetings are anticipated:
 - a. Internal kick-off meeting.
 - b. External kick-off meeting.

- c. Predevelopment meeting.
 - d. TRA coordination meeting.
 - e. Miscellaneous Operations meeting (virtual).
 - f. Draft PDR review meeting.
 - 2. Project Management – Prepare project schedule, conduct internal project meetings, prepare monthly invoices, prepare project deliverables, and coordinate with subconsultants.
- B. Deliverables
- 1. PDF copy of meeting minutes.
- C. Services Provided by the Town
- 1. Attend meetings and provide feedback on meeting minutes when required.
- D. Assumptions/Exclusions
- 1. All meetings are anticipated to be in person unless otherwise noted.

TASK 2: HYDRAULIC MODELING

This task consists of updating the infrastructure linework, reuse water demands, and scenario phasing in the existing reuse water model that was developed as part of the Denton Creek Reuse Master Plan (DCR Master Plan). The hydraulic modeling will be performed in InfoWater Pro software.

- A. Design Tasks
- 1. Water Model Conversion
 - a. Prior model was prepared in the InfoWater extension of ArcMap. ArcMap has been discontinued. Convert the existing model into InfoWater Pro, which functions as an extension in ArcGIS Pro.
 - 2. Demand Update
 - a. Develop existing condition demands to reflect areas that have been developed.
 - b. Incorporate updated land use plan and thoroughfare plan.
 - c. Evaluate available master plan data associated with Furst Ranch (Flower Mound Ranch) development to identify anticipated water reuse demand needs.
 - 3. Model Infrastructure Update
 - a. Incorporate existing reuse water lines into the water model.
 - b. Update water line alignments to reflect the Town's most recent Thoroughfare Plan date April 1, 2024.
 - 4. Hydraulic Evaluation
 - a. Create water model scenarios with unique infrastructure and demand sets. An existing (2025) and buildout scenario is assumed.
 - b. Evaluate model scenarios to confirm infrastructure sizing.

B. Deliverables

1. Revised capital improvements map will be incorporated into the PDR developed in Task 3.

C. Services Provided by the Town

1. Provide available GIS data for existing reuse water lines.

D. Assumptions/Exclusions

1. The design approach to developing irrigation demands and irrigatable areas per the DCR Master Plan will not be altered.
2. Evaluation of existing irrigation meter data is not included.
3. Preparing an updated version of the DCR Master Plan is not included.

TASK 3: CONCEPTUAL (30%) PUMP STATION DESIGN

A. Design

1. Work with Town staff to obtain all available record drawings that impact the site. Coordinate with franchise utilities to obtain record drawings.
2. Research Town's Development Review process. Identify zoning and platting requirements.
3. Coordinate with TCEQ and evaluate TCEQ requirements.
4. Coordinate with TRA.
 - a. Review and evaluate TRA meter standards and requirements associated with providing reuse water.
 - b. Review water reuse agreement between the Town and TRA.
5. Evaluate infrastructure phasing at the pump station site.
6. Perform conceptual pump station site design.
 - a. Develop two (2) general site layout alternatives.
 - b. Delineate and calculate existing and proposed condition 100-year flows. Perform preliminary detention sizing for 1 pond to detain 100-year flow.
 - c. Determine sanitary sewer requirements.
 - d. Determine overhead or underground power alignment.
 - e. Determine landscape and fencing requirements for pump station site.
 - f. Evaluate building configuration (basement vs ground floor only).
 - g. Evaluate drainage lift station requirements in conjunction with buried ground storage tank.
7. Prepare a Preliminary Design Report (PDR). The following items will be evaluated and discussed in the PDR:
 - c. Preliminary site plan and pump station layout.
 - d. Yard piping, including conceptual pipe sizing and material.
 - e. Supply flow metering and TRA requirements.
 - f. Discharge flow metering.
 - g. Pumps – Evaluate vertical turbine pumps vs horizontal split case pumps. Coordinate with pump manufacturers for preliminary pump curves. Evaluate alternatives for handling low flow events (jockey pumps, VFD,

- hydropneumatic tanks)
- h. Pump control valves – including sizing, type of valves and additional characteristics.
- i. Noise control requirements.
- j. Landscaping and fencing requirements.
- k. Storm drainage and detention requirements.
- l. Concrete ground storage tank.
- m. Disinfection requirements.
- n. Controls and instrumentation.
- o. Pump motor control center and starter options.
- p. Electrical service options.
- q. Electrical gearing requirements.
- r. Generator – evaluate generator size and enclosure requirements.
- s. Site lighting requirements.
- t. Building lighting requirements.
- u. Building ventilation and HVAC requirements.
- v. Building plumbing requirements.
- w. Town architectural requirements.
- x. Geotechnical and structural requirements.
- y. Opinion of Probable Construction Cost
- 8. Perform one (1) project site visit.
- 9. Submit draft PDR to Town for review and comment.
- 10. Address Town comments on draft PDR.
- 11. Submit final PDR to Town.

B. Deliverables

- 1. Three (3) paper copies and electronic (PDF) of draft and final PDR,

C. Services provided by the Town

- 1. Provide available record drawings.
- 2. Review and comment on draft PDR.

D. Assumptions/Exclusions

- 1. The following items are not included in this scope of work:
 - a. Final design of the pump station and transmission lines
 - b. Topographic and/or boundary survey.
 - c. Conceptual architectural drawings.
- 2. The Consultant will prepare preliminary opinions of probable construction cost for the project. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee

that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

TASK 4: CONCEPTUAL (30%) ROUTING STUDY

This task will involve an evaluation of possible pipeline routes for the Phase 1 reuse transmission water line and will define up to two (2) possible routes. Total pipeline length is assumed to be approximately 1.5 miles.

A. Design

1. Perform schematic base mapping utilizing aerial imagery, information from Collin County Appraisal District, FEMA, National Wetlands Inventory, LIDAR, and available record drawings.
2. Evaluate up to two (2) conceptual horizontal alignments.
3. Coordinate with stakeholders. Stakeholders are anticipated to include Oncor, TxDOT, Union Pacific, and Furst Ranch.
4. Perform one (1) site visit to walk proposed alignments.
5. Prepare conceptual roll plots (Scale 1" = 40').
6. Prepare OPCC and easement acquisition costs for each alignment alternative.
7. Incorporate results of the routing study into the PDR being prepared in Task 3.
8. Submit roll plots to Town for review.
9. Meet with the Town staff to discuss comments.

B. Deliverables

1. PDF copy of roll plots will be incorporated into PDR.

C. Exclusions/Assumptions

1. Review meeting will occur concurrently with Conceptual (30%) Pump Station Design review meeting.
2. Topographic and/or boundary survey.
3. Preparing metes and bounds.

TASK 5: GEOTECHNICAL

A. Design

4. Perform three (3) geotechnical borings at the two proposed ground storage tank locations and the proposed pump station location. The bore will be used to determine the general soil stratum, identify the presence of ground water, and provide data for structural design of the tank and pump station foundations. The borings will be to a depth of approximately 50 feet.

B. Deliverables

1. Two (2) copies of the Geotechnical Report

TASK 6: ENVIRONMENTAL

A. Design

1. Provide Waters of the United States Delineation and Section 404 Permit Assessment for the pump station site.
 - a. Provide professional services to delineate all waters of the United States, including wetlands, within the entire project area.
 - b. A wetland scientist will conduct an aquatic resources delineation to delineate the limits of aquatic resources within the project area and will perform a preliminary jurisdictional analysis of the streams and any on-channel ponds based on 33 CFR 328.3(e), any potential wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) unit that is capable of sub-meter accuracy.
 - c. Digitize the waters of the U.S. for use by the Engineer. The delineation will be provided to the Engineer for inclusion in the engineering plans to avoid and minimize impacts to waters of the U.S.
 - d. Meet with the Town to discuss Section 404 permitting strategies. Determine if a preconstruction notification (PCN) to the USACE will be required.
 - e. Make final determination if final design will be authorized under the NWP.
 - f. Provide letter report with delineation, describing each delineation and how it meets all conditions of the NWP, if the project meets all terms and conditions of one of these NWPs, without requiring notification to USACE.

B. Deliverables

1. PDF copy of letter report

C. Exclusions/Assumptions

1. Wetlands delineation is only for the pump station site only and does not include the proposed transmission line alignment.
2. Preparation of a PCN is not included in this scope of work. If a PCN is required, this shall be considered an additional service.

ADDITIONAL SERVICES

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

- Assisting Town or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the Town Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any easement acquisition services.
- Preparing for and facilitating neighborhood meetings.
- Attending additional public meetings during the project.
- Providing professional services associated with the bidding and construction phase of the project.
- Final design for the pump station and water reuse transmission lines.
- Any services not listed in the Scope of Services.

ATTACHMENT B

COMPENSATION

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

TASK 1 – General Items and Meetings	\$20,500
TASK 2 – Hydraulic Modeling	\$35,000
TASK 3 – Conceptual (30%) Pump Station Design	\$150,500
TASK 4 – Conceptual (30%) Routing Study	\$40,000
TASK 5 – Geotechnical	\$16,000
TASK 6 – Environmental	\$8,000
<u>TOTAL</u>	<u>\$270,000</u>

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



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

DATE: January 6, 2025
FROM: David Brockway, Construction Manager
ITEM: **Consider approval of a Construction Agreement with Rangeline Utilities Services dba RUTS Construction, LLC for the Lighthouse Booster Station Demolition project, in the amount of \$230,695.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This project includes demolishing the abandoned booster station structure and associated pumps, piping and electrical adjacent to Lighthouse Drive in the Tour 18 neighborhood, and replacing the existing 8" water main.

The booster station was originally required to provide water service to the area. Once the freeman water tower was constructed, the booster station became obsolete. The current building is in disrepair, there are several ongoing leaks in the aging equipment that require attention. The booster station is a currently liability to the town and should be removed.

Funding for the project was approved in the 2024-2025 CIP budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$230,695.00

Proposed Expenditure/(Revenue)
\$230,695.00

Account Number(s):
630-960-96022-6170

LEGAL REVIEW: The Town's standard construction 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. Lighthouse Demolition Construction Agreement
2. Verified Bid Tab
3. Form 1295 (Internal Use)

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

TOWN OF FLOWER MOUND
LIGHTHOUSE BOOSTER STATION DEMOLITION

Bid # 2025-7-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 6th day of January, 2025, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Rangeline Utilities Services dba RUTS Construction LLC, a Limited Liability Company, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Lighthouse Booster Station Demolition,
Bid # 2025-7-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called "Engineer", who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Two Hundred Thirty Thousand Six Hundred Ninety Five Dollars (\$230,695.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of sixty (60) calendar days, and final completion of seventy five (75) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage's required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department

Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress

payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work.

If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Forty Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Forty Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is

to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025. Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the 16th day of December, 2024.

TOWN OF FLOWER MOUND

CONTRACTOR

Cheryl Moore, MAYOR

(Signature)
Chris Campbell (Printed Name)
Chief Operations Officer (Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)
Administrative Assistant (Position)



**Town of Flower Mound
Verified Bid Tabulation**

Bid No: 2025-7-B – Lighthouse Booster Station Demolition

Bid Opening: 11/20/2024 at 11:00 AM

Company	Total Base Bid
Rangeline Utilities Services dba RUTS Construction LLC	\$ 230,695.00
Fort Worth Civil Constructors LLC	\$ 269,912.00

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents.**

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: November 20, 2024



TOWN COUNCIL AGENDA J.12. CONSENT ITEM(S)

DATE: January 6, 2025
FROM: Matthew Woods, Director of Environmental Services
ITEM: **Consider approval of a Professional Services Agreement for gas well pad site monitoring by Modern Geosciences, LLC, in the amount of \$41,600.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town began conducting air monitoring in 2010 on a quarterly basis to assess the ambient air conditions adjacent to gas well operations and other areas in the Town. In 2011, the Town and Modern Geosciences implemented a monthly monitoring program. Beginning with the 2016-2017 monitoring program proposal, a more detailed gas well pad site monitoring approach was initiated to assess pad site conditions more effectively and identify potential air quality related issues.

For the proposed 2025 monitoring program, Modern Geosciences will continue to conduct upwind and downwind monitoring consistent with EPA methodology, near-equipment inspections to evaluate the operational conditions on the pad sites, subgrade piping monitoring, and conduct an assessment of the pad site conditions associated with gas well plugging and abandonment processes.

Modern Geosciences has provided an acceptable scope of services for the air sampling and pad site monitoring program, and Modern Geosciences has the necessary experience to perform the requested sampling and analysis. The cost for the monitoring program for 2025 is estimated at \$41,600, which includes contingency costs in the event an additional monitoring event is needed. The costs associated with the pad site monitoring program are covered by annual gas well pad site monitoring and inspection fees which are assessed to the pad site operators. The current Professional Services Agreement for the Town's monitoring and inspection program expired in December 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$41,600.00

Proposed Expenditure/(Revenue)
\$41,600.00

Account Number(s):
100-695-96050-5110 (FY 24-25)

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 - Modern Geosciences

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
MODERN GEOSCIENCES, LLC.**

This contract is entered into on this 6th day of January, 2025, 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 Modern Geosciences, LLC. (“hereinafter referred to as “CONSULTANT”) whose address is 5100 Thompson Terrace, Colleyville, Texas 76034.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to conducting gas well pad site air monitoring inspections and post-production inspections in 2025, and provide a final report for each monitoring event and inspections to the TOWN; and

WHEREAS, CONSULTANT is an engineering and/or professional geosciences 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 engineering and professional geosciences 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 pad site monitoring and inspection services for the project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Forty - One Thousand and Six Hundred Dollars (\$41,600.00). 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.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month. Each invoice shall be itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. 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. 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.

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII. **Insurance**

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

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

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

The following policies and coverage shall be required:

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

CONSULTANT under this Contract to the extent covered by policy form CG0001 or equivalent, 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.

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or equivalent 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, or nonrenewal, a notice thereof shall be given to TOWN by certified mail to:

Matthew Woods, Director of Environmental Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6348 Telephone
972-874-6473 Facsimile

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 reduction in coverage or in limits 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 (with the exception of professional liability coverage) 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 sub-contractor 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

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, 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, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII. Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this

Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondent 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:

Matthew Woods, Director of Environmental Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6348 Telephone
972-874- 6473 Facsimile

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:

Kenneth S. Tramm, PhD, PG, CHMM
Modern Geosciences, LLC.
5100 Thompson Terrace
Colleyville, TX 76034
682-223-1322 Telephone

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or

(b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

By: _____
The Honorable Cheryl Moore
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

Approved:

CONSULTANT:
Modern Geosciences, LLC.

By: [Signature]
Name: Kenneth S. Tramm, PhD, PG
Title: Principal/ General Manager

Date Signed: 12/31/24

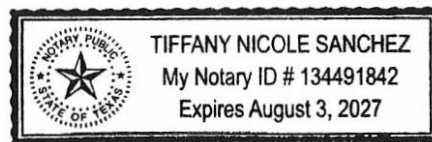
State of Texas §
 §
County of Tarrant §

This instrument was acknowledged before me on the 31st day of December, 20 24, by Kenneth S. Tramm, PhD, PG, in his capacity as Principal of Modern Geosciences, LLC., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Modern Geosciences, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 31st DAY OF Dec, 20 24.

[Signature]
Notary Public, State of Texas

My Commission Expires:
August 3, 2027





DATE December 3, 2024

PROPOSAL P24339

ATTN **Mr. Matthew Woods**
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75208

SUBJECT **Padsite Inspection and Air Monitoring Program - 2025**
Flower Mound, Texas

Dear Mr. Woods:

Modern Geosciences, LLC (Modern) is pleased to submit this this proposal to the Town of Flower Mound (Town) to perform Monthly Padsite Inspection and Air Monitoring in 2025.

The following sections provide our understanding of the proposed project, scope of work, fee and schedule. Modern's consulting services will be conducted in accordance with the scope of services detailed below and Professional Services Agreement (PSA) as provided by the Town.

BACKGROUND AND PROJECT UNDERSTANDING

Modern understands the Town would like to continue detailed padsite inspection and air monitoring in 2025. Prior sampling and monitoring have been completed by the Town since 2010 with individual padsite inspection following in 2013. Since padsite inspections have been implemented, hundreds of leaks have been identified and addressed by operators, which in turn minimize impact to off-site properties. Dr. Kenneth Tramm with Modern has been the Program Manager since 2010 for the Town and will continue in this capacity.

Our padsite inspection and air monitoring approach includes two distinct steps that will occur simultaneously and produce padsite-specific data to aid in the identification of concerns before significant releases or emissions become a greater concern off the padsite. Modern has worked with the Town to tailor our approach and expand our inspection parameters each year monitoring has been performed. Additionally, Modern will perform Post-Production Inspection efforts to address possible legacy concerns that may impact future redevelopment of prior padsites after well plugging and equipment decommissioning.

Additional detail on the Fenceline Monitoring and Near-Equipment Inspection is presented below.



Fenceline Monitoring

Modern will continue to perform up and downwind air sampling for each padsite. This will utilize our Gas Chromatograph/Mass Spectrometer (GC/MS) to analyze samples collected upwind and downwind of each padsite for volatile organic compounds (VOCs). Additionally, Modern will deploy high-resolution particulate matter (PM) monitors to evaluate up and downwind levels of PM_{2.5} (fine particles) and PM₁₀ (coarse particles) in addition to a high-resolution hydrogen sulfide meter (3 ppbv detection limit).

GC/MS System

The GC/MS will allow collection of discrete samples analyzed using a modified EPA Method TO-15 or TO-17 for broad range of volatile organic compounds (VOCs). This is consistent with the ambient monitoring approach described below, but will be processed within 12 hours of collection to allow us the ability to respond to concerns in an expedited manner. This approach will yield high resolution data in the low parts per billion.

Particulate Matter

Modern will collect PM data within 60 second intervals to allow multiple observations both up and downwind of padsites. The samples will be analyzed using light-scattering methods to allow differentiation of specific mass sizes. This allows estimation of both coarse and fine particle contribution to ambient air from multiple emission sources that may be present at a padsite (compressor exhaust, diesel engine exhaust, elevated SVOCs). Temperature and humidity will be recorded to allow adjustment to observations as appropriate.

Discrete Meters

Handheld meters (further detailed below) monitoring hydrogen sulfide, VOCs, methane, and radiation will also be utilized at the fenceline locations. Additionally, Modern will record meteorological data such as wind speed, direction, and barometric pressure.

Near-Equipment Inspection

During the monitoring event, Modern will perform an Audio, Visual, and Olfactory (AVO) field inspection as well as record monitoring results with the use of optical gas imaging systems (e.g., FLIR cameras) and handheld meters. The goal of near-equipment inspection activities is to visually evaluate operational conditions of well heads, well connections, flanges, valves, pumps, well head fluids (i.e., corrosion inhibitors), production piping, visible system pressure gauges, separator systems, above-ground storage tanks (i.e., thief hatch, ventilation), fluid disposal transfer points, compressor system connections, chemical storage areas, and identify obvious signs of staining, spills, or releases.

Modern uses a FLIR GF320 Optical Gas Imaging (OGI) system to determine if a potential leak is indicated. When emissions are identified, handheld equipment is used to quantify the emissions for leak determination at the point of release. Our instrumentation includes optical methane sensors (ppmv resolution), radiological survey meters (uR/hr resolution), photo-ionization detectors (ppbv resolution), and hydrogen sulfide monitors (ppbv resolution).

Our proposed leak definitions are set at either positive visual observation with the OGI equipment, or if accessible, direct measurement for quantification. An example of typical leak definition thresholds is outlined below.

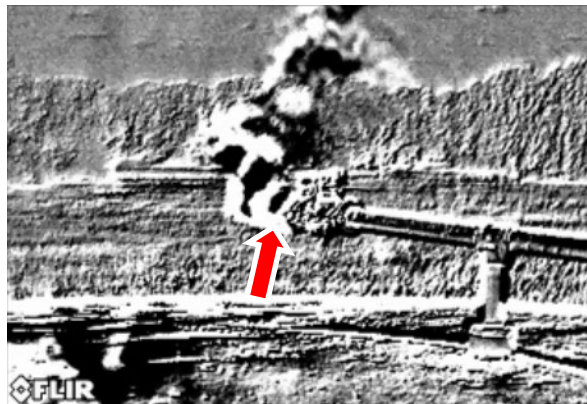
Measured Compound	On-Site Criteria	Fenceline Criteria
Methane	10,000 ppmv ¹	500 ppmv ²
Hydrogen Sulfide (H ₂ S)	5 ppmv ³	0.08 ppmv ⁴
Total VOCs (tVOCs)	500 ppmv ^{2,5}	5 ppmv ⁶
Radiation (NORM)	50 µR/hr ⁷	20 µR/hr ⁷
Individual VOCs, Ozone, others	OSHA, NIOSH, ACGIH levels	TCEQ Short-term AMCV or ESL, NAAQS
Particulates	PM _{2.5} - 5,000 ug/m ³ ⁸ PM ₁₀ - 15,000 ug/m ³	PM _{2.5} - 35 ug/m ³ , ⁹ PM ₁₀ - 150 ug/m ³ , ⁹

1. Utilizes the Interstate Natural Gas Association of America (INGAA) recommended leak definition within their December 4, 2015 response to EPA Docket No. EPA-HQ-OAR-2010-0505 – “Oil and Natural Gas Sector: Emission Standards for New and Modified Sources,” dated September 18, 2015 (80 FR 56593). Also represents 20% of the Lower Explosive Limit. A lower leak definition and additional inspection and reporting may be required at facilities subject to 40 CFR §60 Subpart OOOOa
2. NSPS; 40 CFR Part 40 Subpart OOOOa; Represent half of the American Conference of Governmental Industrial Hygienists (ACGIH) 8-hour threshold limit value (TLV) of 1,000 ppmv (0.1% by volume) set for potential cardiac sensitization and central nervous system depression.
3. 50% NIOSH 10-minute IDLH ceiling (29 CFR 1910.1000 Table Z-2)
4. 30-minute criteria set at 30 TAC §112.31
5. EPA 20102; 40 CFR Part 63 (EPA-HQ-OAR-2010-0505; FRL-RIN 2060-AP76)
6. Used as an indicator elevated VOCs may approach or exceed ambient air quality criteria
7. 16 TAC §4; Environmental Protection, Subchapter F, Oil and Gas NORM; EPA average background criteria established under Document No. 402-R-08-005; April 2008. Reported background ranged from 10 µR/hr to 85 µR/hr.
8. Utilizes OSHA Total and Respirable Limits
9. Utilizes the 24-hour Average Criteria set under NAAQS

The above references represent non-ambient conditions that would typically indicate a significant contribution of COC emissions from production equipment. If “new, modified, or reconstructed” equipment as defined within NSPS OOOOa is present on a padsite, the methane (as a part of the VOC definition) leak criteria will be adjusted to match NSPS requirements of 500 ppmv.



Near-Equipment Inspection efforts during a padsite inspection event using an Optical Gas Imaging (OGI) Camera to record a leak.



Example image for a leaking pressure control valve from a tank battery system. The leak is video recorded for the operator to repair.



Example of infrared methane monitoring after a leak has been identified with the OGI equipment.



Example of tagged equipment in need of repair or replacement. Modern can tag each accessible component noted above monitoring goals.

SCOPE OF SERVICES

TASK 1: PADSITE INSPECTION AND FENCELINE AIR MONITORING

Modern will coordinate with Town staff and padsite representatives to obtain access to each of the padsites. Flame Resistant clothing will be worn during access to areas where flammable environments are anticipated. It is anticipated that the services will be performed under Level D safety requirements and no other protective gear is required.



Modern will perform upwind and downwind monitoring by collecting discrete samples for VOC analysis as well as particulate matter evaluation. During the fenceline monitoring events, Modern will also complete Near-Equipment Inspection activities as detailed earlier.

Inspection Schedule

Modern will coordinate with Town staff to inspect each of the padsites every six months (twice annually). We understand Town staff will continue to verify the identified leaks are addressed by the operator, but have anticipated periodic assistance and re-inspections as directed by Town staff. Modern will coordinate with Town staff on the final schedule for inspections and monitoring.

TASK 2: MONTHLY REPORTING

The preliminary results of our assessment will be verbally reported during the course of the project. Modern's scope of services for this assessment is based on the production of brief reports issued after each sampling and inspection period. Streamlined reports are proposed and will be padsite specific.

The reports will include:

- Results of Near-Equipment inspections and notation of changing conditions identified;
- Results of Fenceline Monitoring and notation of changing conditions identified;
- Subgrade piping inspection results; and
- Findings and Conclusions

The ambient air sampling and monitoring results will be compared to the current Texas Commission on Environmental Quality (TCEQ) Short Term Air Monitoring Comparison Values (AMCVs) and if warranted, additional related risk criteria developed by the TCEQ Toxicology Division and/or other appropriate regulatory entities.

TASK 3: POST-PRODUCTION INSPECTION REPORTING

As padsites are decommissioned and future development contemplated, it is important that final site conditions be confirmed since there is a possibility for subgrade leaks, elevated radiation from NORM-containing scale, and/or other non-compliance items to be identified. Modern has developed a streamlined process and reporting format to help document if final site conditions suggest a concern for future development. To ensure the final location of all major infrastructure is captured, Modern will bring GPS equipment with sub-meter capability to verify all separators, tanks systems, wells, and other equipment locations.

A contingency cost for the Interim Post-Production Inspection (PPI) (equipment still present) and/or Final PPI (all equipment and planned grading completed and RRC plugging documents submitted). If elevated radiation is noted during the interim effort, this will be communicated to the operator to confirm if removal is still planned

or confirmatory sampling pending. If the inspection event follows the completion of all planned padsite activities by the operator, and evidence of a release or elevated radiation (2x background) remains, Modern's inspection will include soil sampling and laboratory analysis for determination of regulatory compliance. A contingency budget was added for these purposes. Additionally, a Final PPI will include all available close out documents as submitted to the City and RRC.

ESTIMATED BUDGET

Modern will perform the above-described scope of services on a unit rate cost (per below) with an annual not-to-exceed budget of **\$41,600**. Additional costs might be incurred if the assumptions presented earlier are not correct or further monitoring assistance is needed outside the above scope. In the event that additional costs and services are required, Modern will notify the town immediately and prepare an estimate of the additional cost. Modern will not exceed the authorized amount until written approval from town has been received. The estimated project budget is summarized in the table below. Please see the attached table for information regarding the current status of the active Flower Mound padsites.

PROJECT BUDGET	
TASK 1-2: INSPECTION/REPORTING	
Consulting Labor and Expenses (\$1,400/well x 9 wells x 2 events)	\$ 25,200
Subtotal:	\$ 25,200
TASK 3: POST-PRODUCTION INSPECTION	
Interim Field Inspection/Report (\$1,500/ea x 3 estimated)	\$ 4,500
Final Field Inspection/Report (\$2,300/ea x 3 estimated)	\$ 6,900
<i>Program Contingency Costs (if sampling required)</i>	\$ 5,000
Subtotal:	\$ 16,400
ANNUAL TOTAL BUDGET:	\$ 41,600

PROJECT SCHEDULE

Modern is ready to begin project activities within 10 days of authorization. Each monthly sampling event will include coordination with Town staff and padsite operators (as authorized by Town) so all active padsites are evaluated twice annually. Post-production inspections will be coordinated with Town staff when each location is ready.

ASSUMPTIONS AND LIMITATIONS

- Our client will coordinate all access and site personnel/equipment requirements to allow the above scope of services to be executed;



- Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of our profession practicing in the same locality, under similar conditions and at the time the services are performed;
- Our findings and conclusions will be based on the information available for review. This will only include a limited number of observations and data points. It is likely that conditions will vary between or beyond the specific points evaluated. Modern makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. The final report will be submitted electronically. Hard copies can be provided for an additional fee;
- The samples collected as part of these services will represent conditions at the time of sampling only as future conditions can vary based on changing conditions, such as: work schedules of oil and gas exploration, production, and transmission, temperature, weather factors and other industrial activities within the Town; and
- This proposal is valid for a period of 60 days from the date of issuance.

AUTHORIZATION

If this proposal meets your needs please submit provide us written authorization and the PSA as required by the Town. If there is a need for any change in the scope of services described in this proposal, please contact us immediately. Any requested changes may require revision of the proposed fee and schedule. All terms and conditions indicated in this proposal will be considered by both parties to be in effect from the effective date of the executed contract through completion of the project.



CLOSING

We thank you for the opportunity to provide this proposal for environmental services and look forward to working with you on this project. If you have any comments or questions concerning this proposal please contact us at your earliest convenience.

Respectfully submitted,

Kenneth S. Tramm, PhD, PE, PG, CHMM
PROGRAM MANAGER

MODERN GEOSCIENCES

TEXAS REGISTERED GEOSCIENCE FIRM 50411

TEXAS REGISTERED ENGINEERING FIRM F-16201



TOWN COUNCIL AGENDA J.13. CONSENT ITEM(S)

DATE: January 6, 2025
FROM: Sarah Luxton, Senior Management Analyst
ITEM: **Consider approval of a Historical Items Collection Loan for the Gibson Grant Log House for the following items: Jenny Lind Bed (headboard, footboard, rails and slats) and Piano Stool; authorizing the Town of Flower Mound to enter into a loan agreement.**

BACKGROUND: Consider approval of a Historical Collection Loan for the Gibson Grant Log House for the following items: Jenny Lind Bed (headboard, footboard, rails and slats) and Piano Stool; authorizing the Town of Flower Mound to enter into a loan agreement.

On December 2, 2024, the Town of Flower Mound passed the Historical Collection Policy that allows the Town to acceptance, deaccession, loan, and maintenance of items and information of historical significance, including criteria and procedures. Per the Historical Collection Policy, the Town Council is able to approve items to be accepted as a donation or loan to the Town of Flower Mound. The Historical Commission recommended the approval of two items by a vote of 7/0 by all of their commissioners at their regular meeting on December 12, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: The Historical Commission recommended approval by a vote of 7 to 0 at its December 12, 2024, meeting.

ALTERNATIVES:

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

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



TOWN COUNCIL AGENDA J.14. CONSENT ITEM(S)

DATE: January 6, 2025
FROM: Jose Mendez, Director of Information Technology
ITEM: **Consider approval of the purchase and installation of (2) Storage Area Network appliances to replace the Police Department's aging storage equipment from Pure Storage through the Texas Department of Resources and TIPS cooperative contract, in the amount of \$293,408.00**

BACKGROUND: The Flower Mound Police Department's current storage infrastructure is past its end of life and no longer meets performance and scalability requirements. It limits the efficiency of core applications, increases the risk of failure, and hinders the ability to adopt modern technologies. This replaces a seven-year-old storage solution hosting the entire department's data. A new storage solution offers significant performance improvements, data efficiency, and sustainability. This investment aligns with the Town's goals of enhancing service delivery, reducing costs, and resiliency.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$293,408.00

Proposed Expenditure/(Revenue)
\$293,408.00

Account Number(s):
567-270-84510-2020

LEGAL REVIEW: N/A

ATTACHMENTS:

1. PD Storage and Services

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



11824 Jollyville Rd. Suite 400
Austin, TX 78759

Quote Number: 207116

Sales Quote

Today's Date: 12/18/2024

Customer:

Jose Mendez
Town of Flower Mound
jose.mendez@flower-mound.com

Account Manager:

David Dunaway
Sequel Data Systems
david.dunaway@sequeldata.com
817-939-7406

Item	Part #	Qty.	Description	Unit Price	Ext. Price
			DIR-TSO-4331		
1	FA-C20-260TB-14x18.6TB	1	Pure Storage FlashArray FAC20- 260TB- 14x18.6TB	\$ 52,906.00	\$ 52,906.00
2	FA-C20-260TB, 1MO,PRM,FVR	36	FA-C20- 260TB 1 Month Evergreen Forever Subscription, 4 Hour Delivery, 24/7 Support	\$ 1,989.00	\$ 71,604.00
3	FA-XCR4-25G-iSCSI/ROCE 2-Port ADD	2	HBA, CONNECTX-6 LX, PCIe-Gen4 x8, 25GbE DUAL-PORT SFP28	\$ 472.00	\$ 944.00
4	FA-C20-260TB-14x18.6TB	1	Pure Storage FlashArray FAC20- 260TB- 14x18.6TB	\$ 52,906.00	\$ 52,906.00
5	FA-C20-260TB, 1MO,PRM,FVR	36	FA-C20- 260TB 1 Month Evergreen Forever Subscription, 4 Hour Delivery, 24/7 Support	\$ 1,989.00	\$ 71,604.00
6	FA-XCR4-25G-iSCSI/ROCE 2-Port ADD	2	HBA, CONNECTX-6 LX, PCIe-Gen4 x8, 25GbE DUAL-PORT SFP28	\$ 472.00	\$ 944.00
			TIPS 210101		
			<u>Network Configuration and Segmentation</u>		
7	SPS	80	Sequel Data Systems - Professional Services	\$ 297.50	\$ 23,800.00
			<u>Data Migration</u>		
8	SPS	80	Sequel Data Systems - Professional Services	\$ 233.75	\$ 18,700.00
				Total	\$293,408.00

Phone: 512-918-8841

Prices Good until January 24, 2025

Fax: 512-519-7868



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

DATE: January 6, 2025
FROM: Poornima Kashyap, Planning Manager
ITEM: **Public Hearing to consider an ordinance for a Master Plan Amendment (MPA23-0005 – Monarch) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation within the Denton Creek District Area Plan from Campus Commercial uses to High Density uses. The property is generally located north of Cross Timbers Road, west of Highway 377, and east of Interstate 35-W. (PZ recommended approval by a vote of 4 to 3 at its December 9, 2024, meeting.)**

BACKGROUND:

- Size – Approximately 42.73 acres
- MPA Request – Change land use from Campus Commercial to High Density Residential
- Proposed Lots – Maximum of 290 high density residential lots
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 4 to 3 at its December 9, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

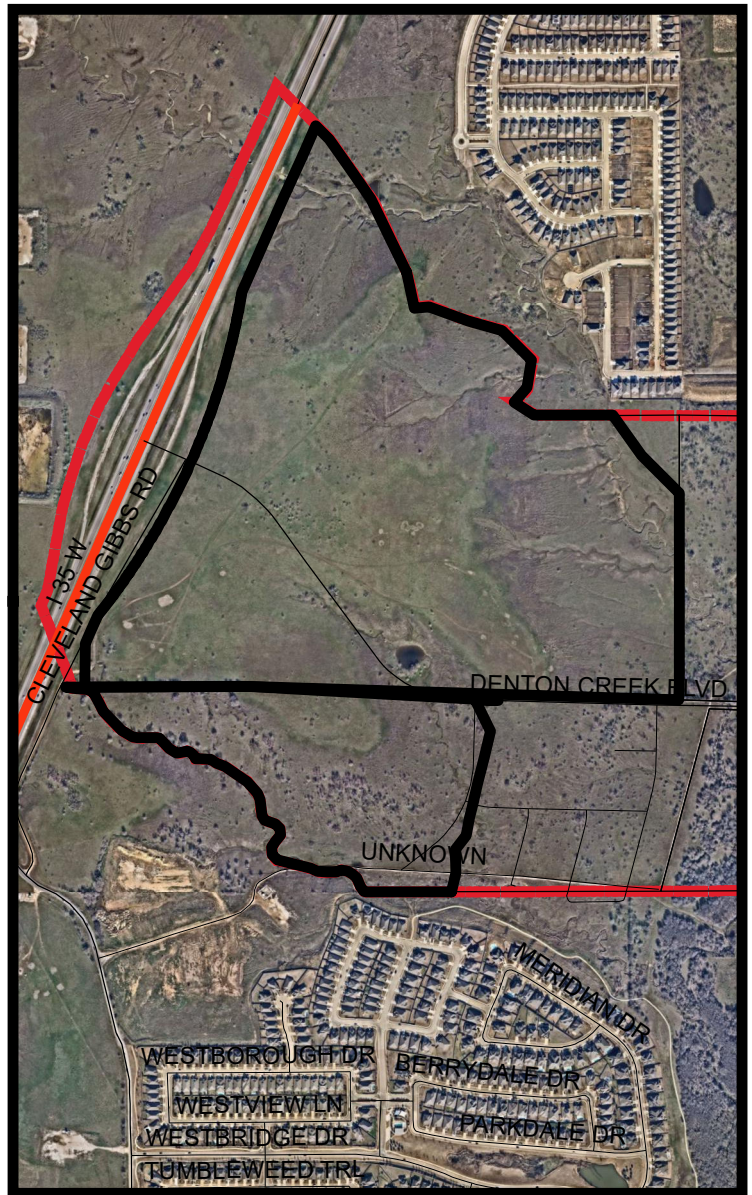
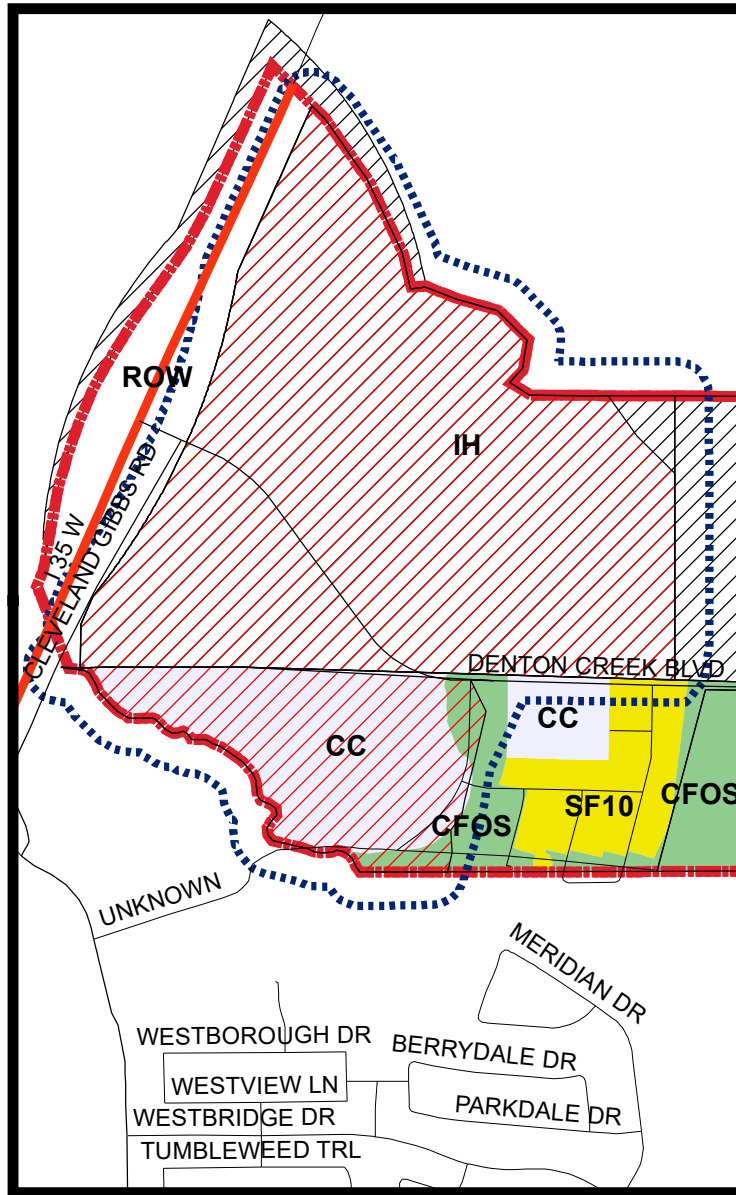
ATTACHMENTS:

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

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

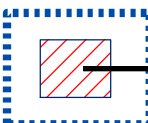
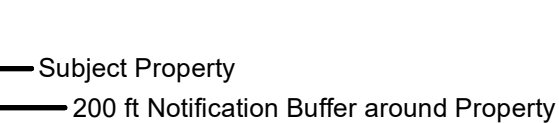
Vicinity Map

MPA23-0005 & ZPD23-0012: Monarch



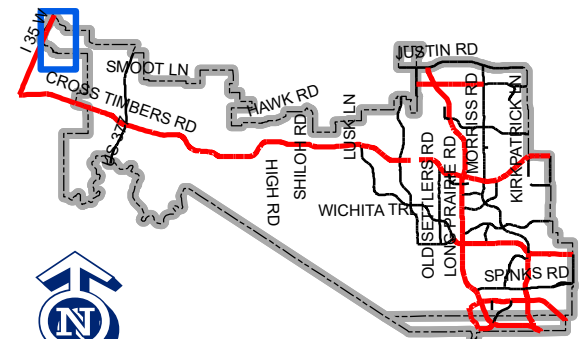
LEGEND

-  Campus Commercial
-  Canyon Falls Open Space
-  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.



0 850 1,700 3,400 Feet

Map Location

TOWN OF FLOWER MOUND, TEXAS

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN OF THE TOWN, BY AMENDING SECTION 1.0, "LAND USE PLAN," AND SECTION 2.0, "AREA PLANS," TO CHANGE THE CURRENT LAND USE DESIGNATION WITHIN THE DENTON CREEK DISTRICT AREA PLAN AND REFLECTED ON THE LAND USE PLAN MAP FROM CAMPUS COMMERCIAL TO HIGH DENSITY USES, ALONG WITH APPROPRIATE TEXT AMENDMENTS, ON CERTAIN PROPERTY DESCRIBED AS AN APPROXIMATELY 42.73 ACRE TRACT OF LAND IN THE FRANCIS W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on March 19, 2001, the Town Council of the Town (the "Town Council") adopted the Flower Mound 2001 Master Plan, as amended (the "Master Plan"), 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 Flower Mound 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, as well as applicable development conditions, 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 owners of the property described as being approximately 42.73 acres of land in the Francis W. Thornton Survey, Abstract No. 1244, as more fully described in Exhibit "A," attached hereto and incorporated herein (the "Property"), have filed an application for a Master Plan Amendment to change the current land use designation from Campus Commercial to High Density and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on December 9, 2024, and the Town Council of the Town held a public hearing on January 6, 2025, with respect to the amendments 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 Area Plan and 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 is hereby amended to change the land use designation on the hereinafter described Property and area as shown below:

Approximately 42.73 acres of land in the in the Francis W. Thornton Survey, Abstract No. 1244, as more fully described in Exhibit "A" attached hereto and incorporated herein.

The Land Use Plan Map contained in Section 1.0, "Land Use Plan," of the Master Plan and Section 2.0, "Area Plans," are hereby amended to change the current land use designation from Campus Commercial to High Density.

SECTION 2

This Ordinance shall be cumulative of all provisions of ordinances of the Town 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 3

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 same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 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 on and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 6TH DAY OF JANUARY, 2025.

APPROVED:

Cheryl Moore, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

42.723 ACRES

BEING all that certain lot, tract or parcel of land situated in the Francis W. Thornton Survey, Abstract Number 1244, Town of Flower Mound, Denton County, Texas, and being part of that certain called 71.446 acre tract of land described in deed in favor of Avalon 71, LLC, recorded in Document Number 2022-74580 of the Real Property Records of Denton County, Texas, and being part of that certain called 472.679 acre tract of land described in deed in favor of MM VMF I, LLC, recorded in Document Number 2021-33813 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a Texas Department of Transportation (TXDOT) concrete right-of-way monument found on the east line of Interstate Highway 35W (I. H. 35W) at the southwest corner of that certain called 85.000 acre tract of land described in deed in favor of Avalon 162, LLC, recorded in Document Number 2022-9178 of the Real Property Records of Denton County, Texas, being the southeast corner of that certain called 53.638 acre tract of land described as Parcel 28, Part 2 as evidenced by Cause Number 6002 Styled State of Texas v. McCutchin Investment Co. recorded in Volume 548, Page 469 of the Deed Records of Denton County, Texas, and being on the north line of that certain called 1,116.758 acre tract of land described as Parcel 1 in deed in favor of WS-DCF Investments, LLC, recorded in Document Number 2012-101123 of the Real Property Records of Denton County, Texas, from which a TXDOT concrete right-of-way monument found at the most westerly northwest corner of said 1,116.758 acre tract and the northwest corner of said 129.759 acre tract bears N 88°27'20" W, 96.18 feet;

THENCE with the west line of said 85.000 acre tract and the east line of said 53.638 acre tract and the east line of said Interstate Highway 35W the following:

N 00°52'40" E, 233.61 feet (called 238.40 feet in said 53.638 acre deed) to the remnants of a broken concrete TxDOT right-of-way monument found;

N 23°21'05" E, 231.29 feet (called 230 feet) to the remnants of a broken concrete TxDOT right-of-way monument found;

N 33°51'40" E, 547.26 feet (called 548.46 feet) to the remnants of a broken concrete TxDOT right-of-way monument found at a point of curvature of a curve to the left;

Northeasterly with the arc of said curve, having a radius of 2,864.79 feet, a central angle of 21°18'12", an arc length of 1,065.17 feet (called 1,064.95 feet) whose chord bears N 23°12'34" E, 1,059.04 feet to a concrete TxDOT right-of-way monument found;

N 12°31'40" E, 407.24 feet (called 405.31 feet) to the remnants of a broken concrete TxDOT right-of-way monument found;

N 24°33'10" E, 1,171.17 feet to a 1/2" capped rebar found (MCADAMS) at the most northerly corner of said 85.000 acre tract, and being the southwest corner of that certain called 15.056 acre tract of land described as Tract I in deed in favor of Avalon and I35W LP, recorded in Document Number 2023-86481 of the Real Property Records of Denton County, Texas;

THENCE Southeasterly, with the north line of said 85.000 acre tract and the south line of said 15.056 acre tract, with the arc of a curve to the right, having a radius of 2,640.00 feet, passing at an arc length of 921.15 feet the south corner of said 15.056 acre tract, passing at an arc length of 951.82 feet the most northerly northeast corner of said 85.000 acre tract, continuing a total arc length of 1,193.48 feet, having a central angle of 25°54'08" and a chord that bears S 29°26'23" E, 1,183.35 feet;

THENCE S 67°31'13" E, 184.60 feet;

THENCE S 74°09'03" E, 269.90 feet to a 1/2" capped rebar found (G&A) on the north line of said 71.446 acre tract, being the west line of Lot 47X, Block M of Avalon at Argyle, Phase III, an addition to the Town of Argyle, Denton County, Texas, according to the plat thereof recorded in Document Number 2022-435 of the Plat Records of Denton County, Texas;

THENCE S 45°11'05" E, 242.80 feet with the north line of said 71.466 acre tract and the west line of said Lot 47X to a 1/2" capped rebar found (G&A);

THENCE S 10°34'14" W, 180.90 feet continuing with the north line of said 71.446 acre tract and the west line of said Lot 47X to a 1/2" capped rebar found (G&A);

THENCE S 43°18'45" W, 103.30 feet continuing with the north line of said 71.446 acre tract and the west line of said Lot 47X to a 1/2" capped rebar found (G&A);

THENCE S 58°07'37" E, 136.20 feet continuing with the north line of said 71.446 acre tract and the west line of said Lot 47X to a 1/2" capped rebar found (G&A) at the most southerly southwest corner of said Lot 47X;

THENCE S 89°57'31" E, with the north line of said 71.446 acre tract and the south line of said Lot 47X, passing the northeast corner of said 71.446 acre tract, continuing with the south line of said Lot 47X, passing the southeast corner of said lot 47X, and the southwest corner of Lot 39, Block M of said Avalon at Argyle, Phase II, continuing with the south line of Lot 39 a total distance of 504.00 feet to the **POINT OF BEGINNING** at the southwest corner of that certain called 222.240 acre tract of land described as Tract I and the northwest corner of that certain called 15.302 acre tract of land described as Tract II in deed in favor of CADG Avalon At Argyle, LLC, recorded in Document Number 2022-2817 of the Real Property Records of Denton County, Texas, bears S 89°57'31" E, 414.97 feet;

THENCE S 12°00'00" E, 100.00 feet;

THENCE S 35°00'00" E, 230.00 feet;

THENCE S 32°00'00" E, 260.00 feet;

THENCE S 49°00'00" E, 55.00 feet;

THENCE S 28°00'00" E, 100.00 feet;

THENCE S 12°00'00" E, 45.00 feet;

THENCE S 10°00'00" W, 30.00 feet;

THENCE S 22°00'00" E, 30.00 feet;

THENCE S 47°00'00" E, 36.04 feet to the west line of said 15.302 acre tract;

THENCE S 00°26'00" E, with the west line of said 15.302 acre tract, passing at 634.52 feet a 1/2" capped rebar found (MCADAMS) at the most easterly northeast corner of said 71.446 acre tract, continuing with the east line of said 71.446 acre tract a total distance of 1,003.71 feet to an 8" metal pipe fence corner post on the southwest corner of said 15.302 acre tract and the southeast corner of said 71.446 acre tract, being on the south line of the aforementioned 1,116.758 acre tract;

THENCE N 88°26'35" W, 335.55 feet to the beginning of a tangent arc;

THENCE northwesterly, with the arc of a curve to the right, having a radius of 1000.00 feet, a central angle of 5°43'46", and an arc length of 666.40 feet, whose chord bears N 69°21'08" W, 654.14 feet;

THENCE N 50°15'40" W, 691.65 feet to the beginning of a tangent arc;

THENCE northwesterly, with the arc of a curve to the left, having a radius of 1500.00 feet, a central angle of 4°12'38", and an arc length of 110.23 feet, whose chord bears N 52°21'59" W, 110.21 feet;

THENCE N 24°50'00" E, 1064.97 feet;

THENCE S 65°10'00" E, 132.12 feet to the beginning of a tangent arc;

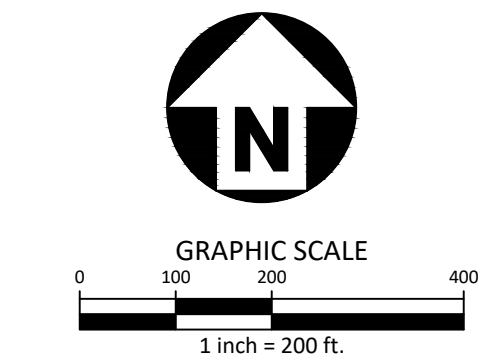
THENCE southeasterly, with the arc of a curve to the right, having a radius of 800.00 feet, a central angle of 7°09'43", and an arc length of 377.36 feet, whose chord bears S 51°39'12" E, 373.87 feet;

THENCE N 51°51'36" E, 379.92 feet to the **POINT OF BEGINNING** and containing approximately 42.723 acres of land.

(PRELIMINARY DOCUMENT:

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

MARK PAINE, RPLS 5078 08.05.2024)



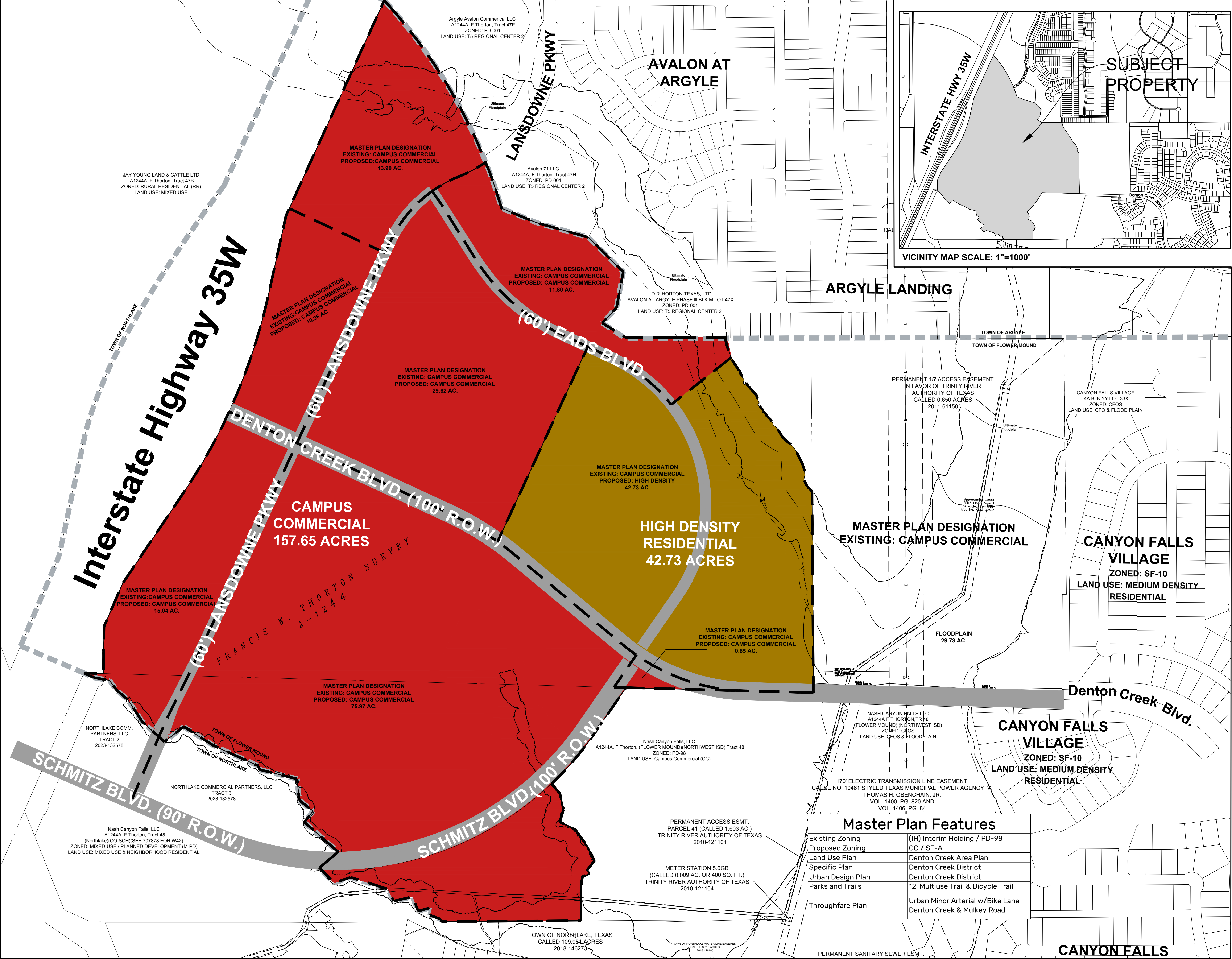
Monarch - Master Plan Amendment
+/-200.172 Acres
Town of Flower Mound, Texas

REVISIONS		
NO.	DATE	DESCRIPTION
	01/16/2024	1st Review Comments
	03/13/2024	2nd Review Comments
	06/28/2024	3rd Review Comments
	08/19/2024	4th Review Comments
	10/04/2024	5th Review Comments

PLAN INFORMATION	
PROJECT NO.	SPEC22509
FILENAME	2024-08-07 SPEC22509 MONARCH ZONING EXHIBIT.DWG
CHECKED BY	RR
DRAWN BY	AB
SCALE	200 Scale
DATE	11/08/2024
SHEET	

Master Plan Amen.

MPA



Master Plan Features	
Existing Zoning	(IH) Interim Holding / PD-98
Proposed Zoning	CC / SF-A
Land Use Plan	Denton Creek Area Plan
Specific Plan	Denton Creek District
Urban Design Plan	Denton Creek District
Parks and Trails	12' Multiuse Trail & Bicycle Trail
Throughfare Plan	Urban Minor Arterial w/Bike Lane - Denton Creek & Mulkey Road



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

DATE: January 6, 2025
FROM: Poornima Kashyap, Planning Manager
ITEM: **Public Hearing to consider an ordinance amending the zoning (ZPD23-0012 - Monarch) from Interim Holding (IH) and Planned Development District No. 98 (PD-98) with Campus Commercial District (CC) uses to Planned Development District No. 200 (PD-200) with Campus Commercial District (CC) uses and Single Family-Attached (SF-A) uses with certain exceptions including but not limited to Topographical Slopes, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road, west of Highway 377, and east of Interstate 35-W. (PZ recommended approval by a vote of 5 to 1 at its December 9, 2024, meeting.)**

BACKGROUND:

- Size – Approximately 200.172 acres
- Existing Zoning – Interim Holding and Planned Development District-98 (PD-98) with Campus Commercial (CC) uses
- Request – Planned Development District No. 200 (PD-200) with Campus Commercial (CC) uses and Single Family-Attached (SF-A) uses
- SMARTGrowth – Passes with the approval of the requested slope exception
- Traffic Analysis – Traffic Impact Analysis (TIA) completed. Per the results of the TIA, standard additional turn lanes at Collector/Arterial intersections are anticipated to handle the capacity of the roadway. All intersections within the Town are anticipated to operate at a LOS C or better. Based on the TxDOT frontage road configuration, it is anticipated that the Denton Creek Blvd and IH-35W frontage roads will be signalized.
- Exceptions
 1. To impact slopes between 5 and 12 percent
 2. To allow buildings less than 15,000 square feet that are not directly adjacent to residential development to have flat roofs
- Modifications
 1. To request that certain uses be permitted by right within the Campus Commercial (CC) district
 2. To define and allow certain accessory uses within the Campus Commercial (CC) district
 3. To modify dimensional regulations for the Campus Commercial (CC) district uses
 4. To allow Single Family Detached uses within Single Family-Attached (SF-A) district
 5. To modify dimensional regulations for the Single Family-Attached (SF-A) district uses

See Planning and Zoning Commission staff report link below for detailed explanation of requested exceptions and modifications.

- Incentives – This project is located within TIRZ #2. The developer has requested funding assistance through the TIRZ for the construction of capital projects.
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval with a condition to include trail lighting by a vote of 5 to 1 at its December 9, 2024, meeting.

This condition has been incorporated into the development standards.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

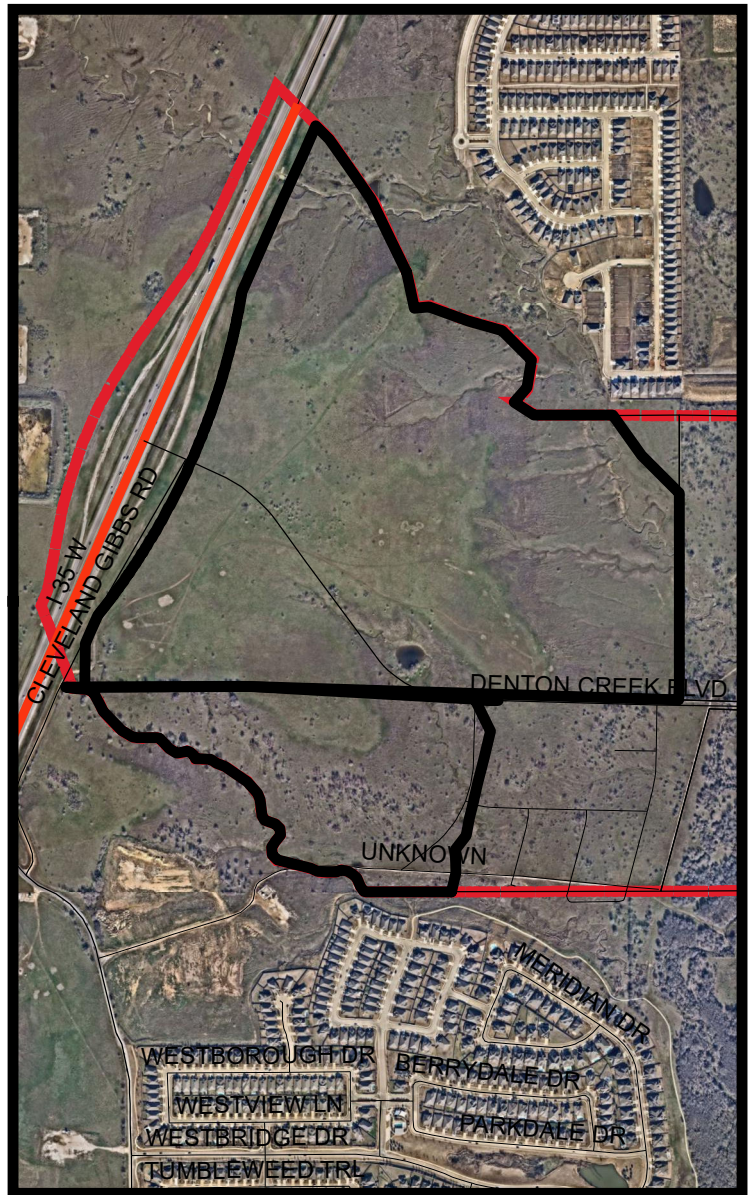
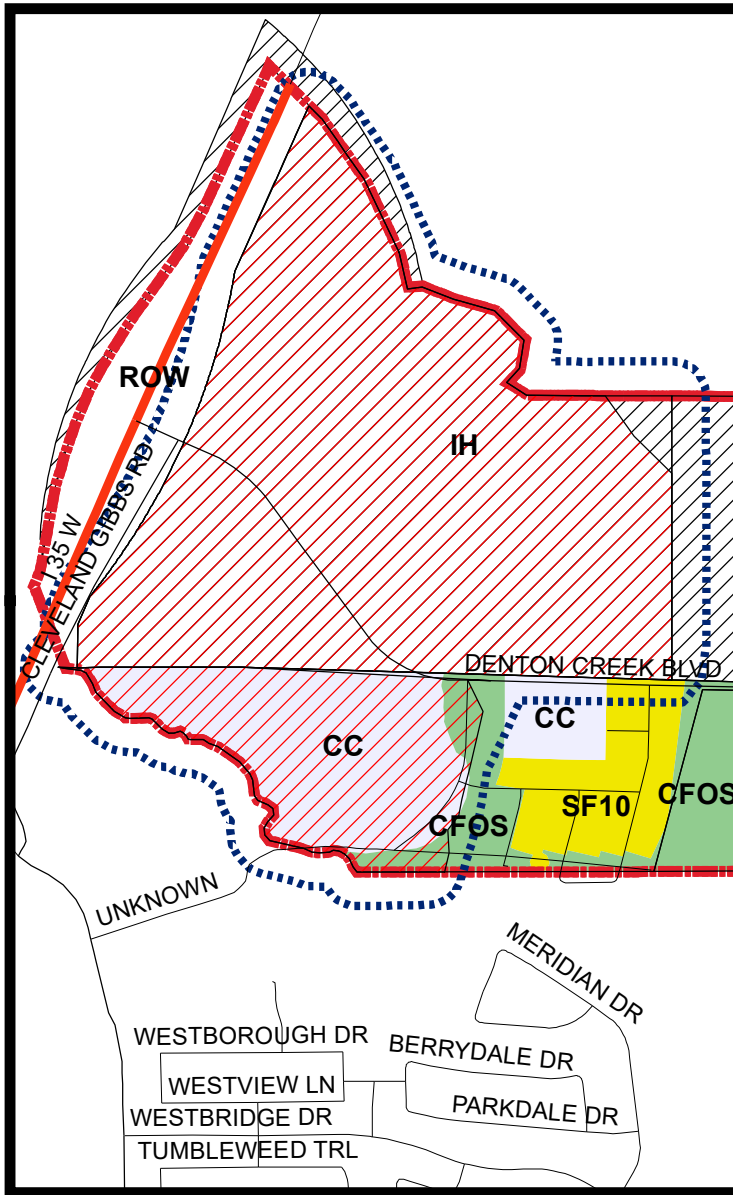
ATTACHMENTS:

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

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

Vicinity Map

MPA23-0005 & ZPD23-0012: Monarch



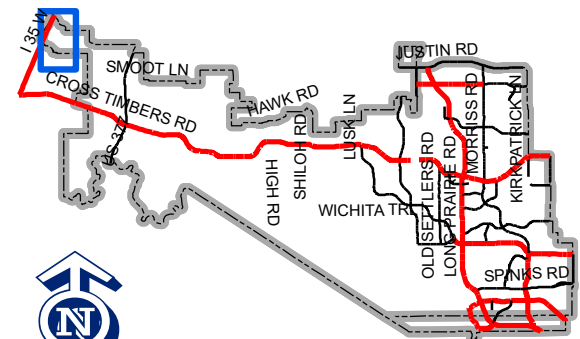
LEGEND

- Campus Commercial
- Canyon Falls Open Space
- Interim Holding
- Single Family 10

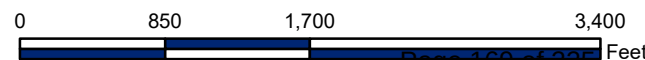
- Subject Property
- 200 ft Notification Buffer around Property

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 CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON CERTAIN PROPERTY DESCRIBED AS AN APPROXIMATELY 200.172 ACRE TRACT OF LAND IN THE FRANCIS W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS, FROM INTERIM HOLDING (IH) AND PLANNED DEVELOPMENT DISTRICT-98 (PD-98) WITH CAMPUS COMMERCIAL (CC) USES TO PLANNED DEVELOPMENT DISTRICT-200 (PD-200) WITH CAMPUS COMMERCIAL (CC) AND SINGLE FAMILY-ATTACHED (SF-A) 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; 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, Exhibit "A" of Subpart B, of the Code of Ordinances, Town of Flower Mound, Texas, as amended ("Land Development Regulations"), 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 being approximately 200.172 acres of land in the Francis W. Thornton Survey, Abstract No. 1244, Denton County, Texas, as more fully described in Exhibit "A" attached hereto and incorporated herein (the "Property"), have filed an application to change the zoning from Interim Holding (IH) and Planned Development District-98 (PD-98) with Campus Commercial (CC) uses to Planned Development District-200 (PD-200) with Campus Commercial (CC) uses and Single Family-Attached (SF-A) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on December 9, 2024, and the Town Council of the Town held a public hearing on January 6, 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 of 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 are hereby amended with regard to the hereinafter described Property and area to establish a Planned Development District, as described below:

Approximately 200.172 acres of land in the Francis W. Thornton Survey, Abstract No. 1244, Denton County, Texas, as more fully described in Exhibit "A," attached hereto and incorporated herein.

Planned Development District-200 (PD-200) with Campus Commercial (CC) uses and Single Family-Attached (SF-A) uses.

SECTION 2

The Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, Pedestrian Circulation and Open Space Plan, Phasing Plan, Conceptual Elevations, and Outdoor Storage Screening Plan of this Planned Development District No. 200 (PD-200), attached hereto as Exhibits "B," "C," "D," "E," "F," "G," and "H," respectively, and each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, Conceptual Pedestrian Circulation and Open Space Plan, Phasing Plan, Conceptual Elevations, and Outdoor Storage Screening Plan for this Planned Development District No. 200 (PD-200).

SECTION 3

The official Zoning Map of the Town is hereby amended and the Director of Development Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 200 (PD-200), as set forth above.

SECTION 4

The use of the Property shall be subject to all restrictions, terms, and conditions contained herein and in Exhibits "B," "C," "D," "E," "F," "G," and "H," 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 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

This Ordinance shall take effect and be in full force 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 6TH DAY OF JANUARY, 2025.

APPROVED:

Cheryl Moore, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

LEGAL DESCRIPTION
200.172 ACRES

BEING all that certain lot, tract or parcel of land situated in the Francis W. Thornton Survey, Abstract Number 1244, Town of Flower Mound, Denton County, Texas, and being all of that certain called 85.000 acre tract of land described in deed in favor of Avalon 162, LLC, recorded in Document Number 2022-9178 of the Real Property Records of Denton County, Texas, and being part of that certain called 1,116.758 acre tract of land described as Parcel 1 in deed in favor of WS-DCF Investments, LLC, recorded in Document Number 2012-101123 of the Real Property Records of Denton County, Texas, and being part of that certain called 472.679 acre tract of land described in deed in favor of MM VMF I, LLC, recorded in Document Number 2021-33813 of the Real Property Records of Denton County, Texas, and being part of that certain called 71.446 acre tract of land described in deed in favor of Avalon 71, LLC, recorded in Document Number 2022-74580 of the Real Property Records of Denton County, Texas, and being part of that certain called 129.759 acre tract of land described in deed in favor of Avalon 130, LLC, recorded in Document Number 2023-116526 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a Texas Department of Transportation (TXDOT) concrete right-of-way monument found on the east line of Interstate Highway 35W (I. H. 35W) at the southwest corner of said 85.000 acre tract, being the southeast corner of that certain called 53.638 acre tract of land described as Parcel 28, Part 2 as evidenced by Cause Number 6002 Styled State of Texas v. McCutchin Investment Co. recorded in Volume 548, Page 469 of the Deed Records of Denton County, Texas, and being on the north line of said 1,116.758 acre tract, from which a TXDOT concrete right-of-way monument found at the most westerly northwest corner of said 1,116.758 acre tract and the northwest corner of said 129.759 acre tract bears N 88°27'20" W, 96.18 feet;

THENCE with the west line of said 85.000 acre tract and the east line of said 53.638 acre tract and the east line of said Interstate Highway 35W the following:

N 00°52'40" E, 233.61 feet (called 238.40 feet in said 53.638 acre deed) to the remnants of a broken concrete TxDOT right-of-way monument found;

N 23°21'05" E, 231.29 feet (called 230 feet) to the remnants of a broken concrete TxDOT right-of-way monument found;

N 33°51'40" E, 547.26 feet (called 548.46 feet) to the remnants of a broken concrete TxDOT right-of-way monument found at a point of curvature of a curve to the left;

Northeasterly with the arc of said curve, having a radius of 2,864.79 feet, a central angle of 21°18'12", an arc length of 1,065.17 feet (called 1,064.95 feet) whose chord bears N 23°12'34" E, 1,059.04 feet to a concrete TxDOT right-of-way monument found;

N 12°31'40" E, 407.24 feet (called 405.31 feet) to the remnants of a broken concrete TxDOT right-of-way monument found;

N 24°33'10" E, 1,171.17 feet to a 1/2" capped rebar found (MCADAMS) at the most northerly corner of said 85.000 acre tract, and being the southwest corner of that certain called 15.056

acre tract of land described as Tract I in deed in favor of Avalon and I35W LP, recorded in Document Number 2023-86481 of the Real Property Records of Denton County, Texas;

THENCE Southeasterly, with the north line of said 85.000 acre tract and the south line of said 15.056 acre tract, with the arc of a curve to the right, having a radius of 2,640.00 feet, passing at an arc length of 921.15 feet the south corner of said 15.056 acre tract, passing at an arc length of 951.82 feet the most northerly northeast corner of said 85.000 acre tract, continuing a total arc length of 1,193.48 feet, having a central angle of 25°54'08" and a chord that bears S 29°26'23" E, 1,183.35 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 67°31'13" E, 184.60 feet to a 1/2" capped rebar set;

THENCE S 74°09'03" E, 269.90 feet to a 1/2" capped rebar found (G&A) on the north line of said 71.446 acre tract, being the west line of Lot 47X, Block M of Avalon at Argyle, Phase III, an addition to the Town of Argyle, Denton County, Texas, according to the plat thereof recorded in Document Number 2022-435 of the Plat Records of Denton County, Texas;

THENCE S 45°11'05" E, 242.80 feet with the north line of said 71.466 acre tract and the west line of said Lot 47X to a 1/2" capped rebar found (G&A);

THENCE S 10°34'14" W, 180.90 feet continuing with the north line of said 71.446 acre tract and the west line of said Lot 47X to a 1/2" capped rebar found (G&A);

THENCE S 43°18'45" W, 103.30 feet continuing with the north line of said 71.446 acre tract and the west line of said Lot 47X to a 1/2" capped rebar found (G&A);

THENCE S 58°07'37" E, 136.20 feet continuing with the north line of said 71.446 acre tract and the west line of said Lot 47X to a 1/2" capped rebar found (G&A) at the most southerly southwest corner of said Lot 47X;

THENCE S 89°57'31" E, with the north line of said 71.446 acre tract and the south line of said Lot 47X, passing at 254.00 feet a 1/2" capped rebar set (MCADAMS) at the northeast corner of said 71.446 acre tract, continuing with the south line of said Lot 47X, passing at 498.97 feet a 1/2" capped rebar set (MCADAMS) at the southeast corner of said lot 47X, and the southwest corner of Lot 39, Block M of said Avalon at Argyle, Phase II, continuing with the south line of Lot 39 a total distance of 504.00 feet to a point from which the southwest corner of that certain called 222.240 acre tract of land described as Tract I and the northwest corner of that certain called 15.302 acre tract of land described as Tract II in deed in favor of CADG Avalon At Argyle, LLC, recorded in Document Number 2022-2817 of the Real Property Records of Denton County, Texas, bears S 89°57'31" E, 414.97 feet;

THENCE S 12°00'00" E, 100.00 feet;

THENCE S 35°00'00" E, 230.00 feet;

THENCE S 32°00'00" E, 260.00 feet;

THENCE S 49°00'00" E, 55.00 feet;

THENCE S 28°00'00" E, 100.00 feet;

THENCE S 12°00'00" E, 45.00 feet;

THENCE S 10°00'00" W, 30.00 feet;

THENCE S 22°00'00" E, 30.00 feet;

THENCE S 47°00'00" E, 36.04 feet to the west line of said 15.301 acre tract;

THENCE S 00°26'00" E, with the west line of said 15.301 acre tract, passing at 634.52 feet a 1/2" capped rebar found (MCADAMS) at the most easterly northeast corner of said 71.446 acre tract, continuing with the east line of said 71.446 acre tract a total distance of 1,003.17 feet to an 8" metal pipe fence corner post on the southwest corner of said 15.301 acre tract and the southeast corner of said 71.446 acre tract, being on the south line of the aforementioned 1,116.758 acre tract, from which a 5/8" rebar found next to a cross tie fence corner post at the most southerly southeast corner of said 472.679 acre tract, and being a reentrant corner in the north line of said 1,116.758 acre tract, bears S 88°27'20" E, 1,229.44 feet;

THENCE N 88°27'20" W, 930.36 feet with the south line of said 71.446 acre tract and the north line of said 1,116.758 acre tract to a 1/2" capped rebar set (MCADAMS), from which a 1/2" capped rebar set (MCADAMS) at the southwest corner of said 71.446 acre tract and the southeast corner of the aforementioned 85.000 acre tract, bears N 88°27'20" W, 514.00 feet;

THENCE S 34°38'00" W, 285.65 feet to a 1/2" capped rebar set at the beginning of a curve to the right;

THENCE with the arc of said curve to the right having a radius of 1,550.00 feet, a central angle of 11°45'52" and an arc length of 318.26 feet whose chord bears S 40°30'56" W, 317.70 feet;

THENCE S 40°00'00" E, 64.14 feet;

THENCE S 13°00'00" E, 80.00 feet;

THENCE S 17°00'00" W, 65.00 feet;

THENCE S 64°00'00" E, 85.00 feet;

THENCE S 36°00'00" E, 108.00 feet;

THENCE S 25°00'00" E, 75.00 feet;

THENCE S 38°00'00" W, 60.00 feet;

THENCE S 50°00'00" E, 15.00 feet;

THENCE South, 10.00 feet;

THENCE S 72°00'00" W, 35.00 feet;

THENCE S 10°00'00" W, 45.00 feet;

THENCE South, 175.00 feet to the south line of said 129.759 acre tract and the north line of that certain called 109.981 acre tract of land described in deed in favor of the Town of Northlake, Texas, recorded in Document Number 2018-146273 of the Real Property Records of Denton County, Texas;

THENCE S 89°41'05" W, 690.95 feet with the south line of said 129.759 acre tract and being on the north line of said 109.981 acre tract to the southwesterly line of that certain called 582.974 acre tract of land

described in Exhibit A as “Field Note Description City of Flower Mound Tract 1” in Development Agreement between the Town of Flower Mound, Texas, and Canyon Falls Land Partners, L.P., recorded in Document Number 2008-23094 of the Real Property Records of Denton County, Texas;

THENCE in a northwesterly direction up the thalweg of Tributary 8 of Graham Branch (as shown and referenced on the Flood Insurance Rate Map for Denton County, Texas, Map Number 48121C505G revised April 18, 2011) and generally with the meander calls on the southwesterly line of said 582.974 acre tract as follows:

N 18°33'00" W, 11.58 feet;
N 69°06'00" W, 56.47 feet;
N 15°08'00" E, 40.94 feet;
S 74°58'00" W, 72.63 feet;
N 21°02'00" W, 76.45 feet;
S 76°45'00" W, 95.93 feet;
N 26°06'00" W, 66.32 feet;
N 72°27'00" W, 194.40 feet;
S 70°22'00" W, 85.98 feet;
N 43°25'00" W, 105.51 feet;
N 50°05'00" E, 120.96 feet;
N 48°40'00" W, 223.88 feet;
N 38°10'00" E, 70.06 feet;
N 51°56'00" W, 86.44 feet;
N 06°02'00" W, 106.22 feet;
N 75°57'00" W, 190.64 feet;
N 25°31'00" W, 21.57 feet;
N 65°54'00" W, 137.84 feet;
N 65°17'00" W, 102.00 feet;
N 57°40'00" W, 175.61 feet;
S 52°22'00" W, 122.04 feet;
N 47°34'00" W, 148.50 feet;
N 33°17'00" W, 129.42 feet;

N 49°14'00" W, 75.64 feet;

N 36°05'00" W, 57.79 feet;

N 79°55'00" W, 79.02 feet;

N 65°00'00" W, 53.75 feet to the remnants of a TXDOT concrete right-of-way monument found on the east line of said I. H. 35W at the northwest corner of said 1,116.758 acre tract and the northwest corner of said 129.759 acre tract, being the most westerly northwest corner of said 582.974 acre tract, and being the northeast corner of that certain called 9.023 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 520, Page 220 of the Deed Records of Denton County, Texas, and being on the south line of the aforementioned 53.638 acre tract of land described as Parcel 28, Part 2;

THENCE S 88°27'20" E, 96.18 feet with the east line of said I. H. 35W and the north line of said 1,116.758 acre tract and the south line of said 53.638 acre tract to the POINT OF BEGINNING and containing approximately 200.172 acres of land.

Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.

Original field work performed during the months of October & November 2015, revisited in November of 2023.

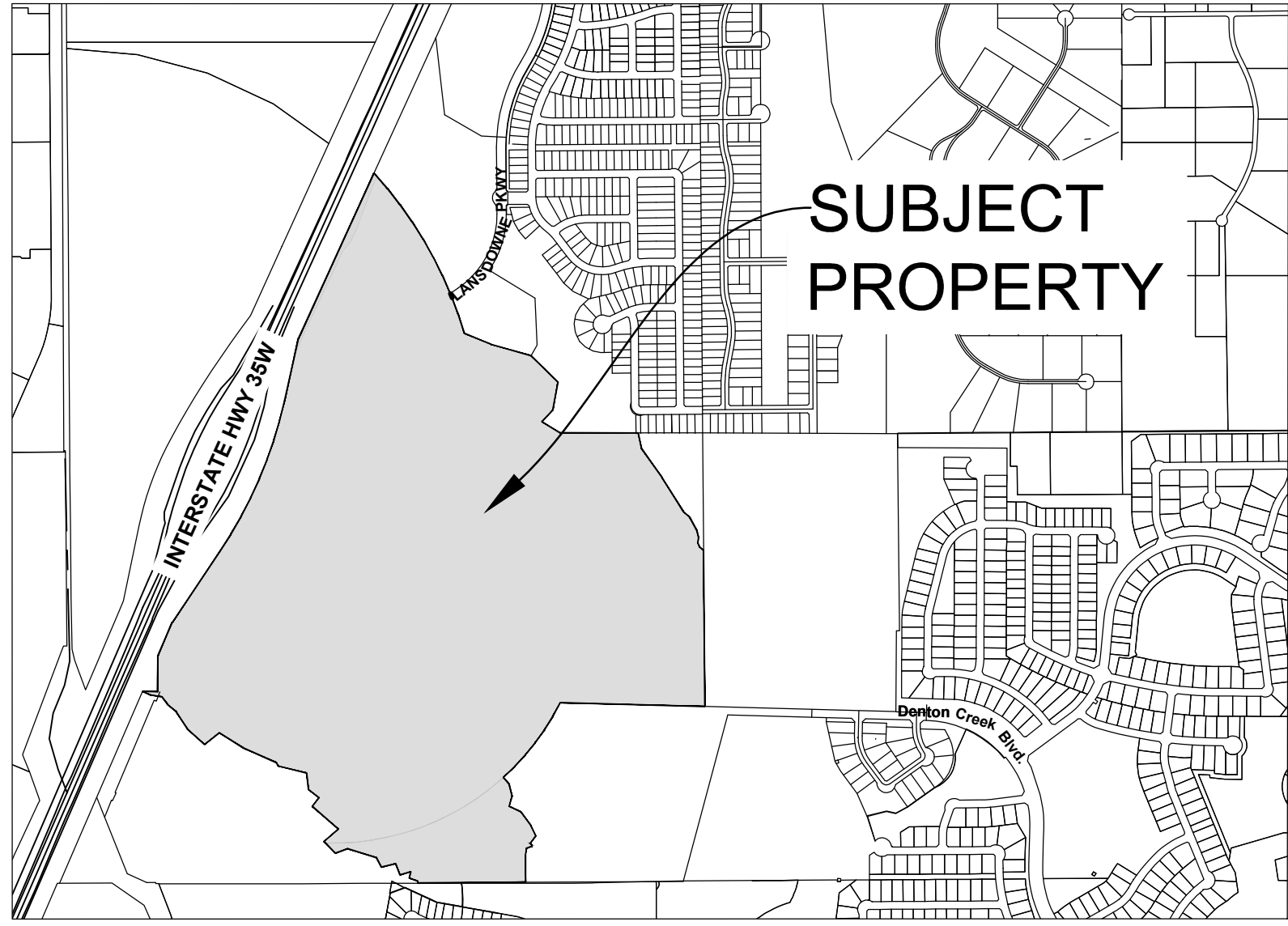
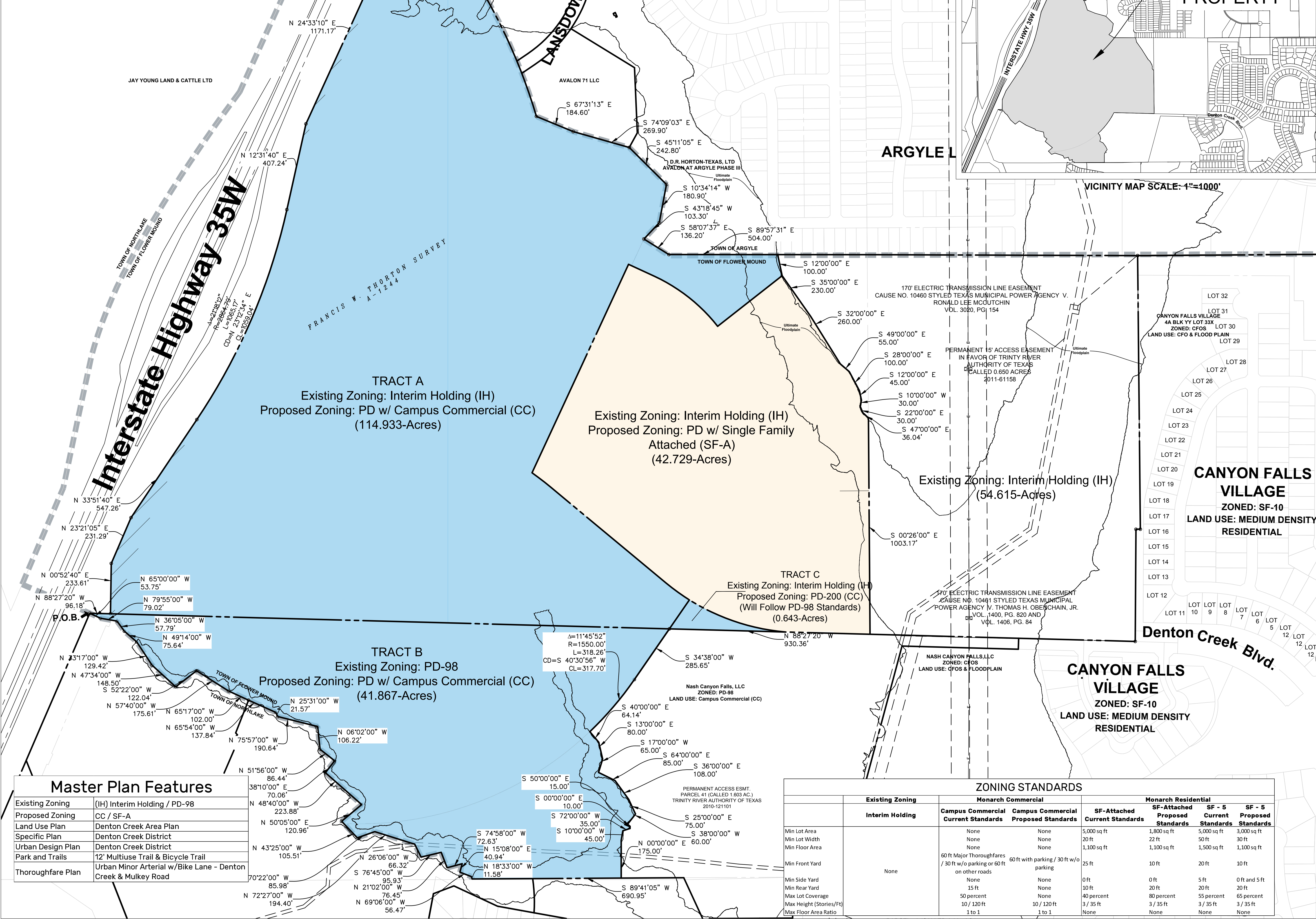
(PRELIMINARY DOCUMENT:

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

MARK PAINE, RPLS 5078 08.05.2024)

EXHIBIT "A" - LEGAL DESCRIPTION AND ZONING EXHIBIT

Land Use Summary	
Camus Commercial	157.443
Single-Family Attached (SF-A)	42.729
TOTAL:	200.172 ACRES



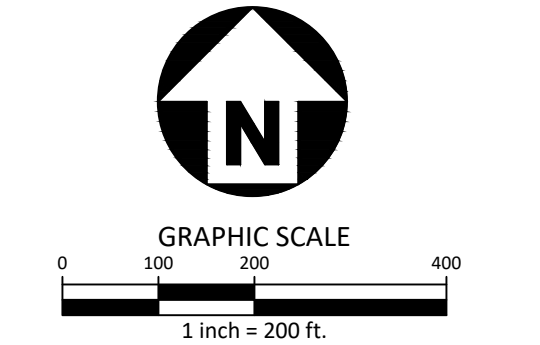


McADAMS
The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

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

www.mcadamsco.com

CLIENT
85 & 71 Avalon Holdings, LLC
Eric Schmitz



Monarch - Zoning Exhibit
+/-200.172 Acres
Town of Flower Mound, Texas

REVISIONS		
NO.	DATE	DESCRIPTION
01/16/2024	1st Review Comments	
03/13/2024	2nd Review Comments	
06/28/2024	3rd Review Comments	
08/19/2024	4th Review Comments	
10/04/2024	5th Review Comments	

PLAN INFORMATION	
PROJECT NO.	SPEC22509
FILENAME	2024-08-07 SPEC22509 MONARCH ZONING EXHIBIT.DWG
CHECKED BY	RR
DRAWN BY	AB
SCALE	200 Scale
DATE	10/04/2024
SHEET	

Zoning Exhibit
ZE

Master Plan Features	
Existing Zoning	(IH) Interim Holding / PD-98
Proposed Zoning	CC / SF-A
Land Use Plan	Denton Creek Area Plan
Specific Plan	Denton Creek District
Urban Design Plan	Denton Creek District
Park and Trails	12' Multiuse Trail & Bicycle Trail
Thoroughfare Plan	Urban Minor Arterial w/Bike Lane - Denton Creek & Mulkey Road

		Existing Zoning		Monarch Commercial		Monarch Residential			
		Interim Holding		Campus Commercial Current Standards	Campus Commercial Proposed Standards	SF-Attached Current Standards	SF-Attached Proposed Standards	SF - 5 Current Standards	SF - 5 Proposed Standards
Min Lot Area				None	None	5,000 sq ft	1,800 sq ft	5,000 sq ft	3,000 sq ft
Min Lot Width				None	None	20 ft	22 ft	50 ft	30 ft
Min Floor Area				None	None	1,100 sq ft	1,100 sq ft	1,500 sq ft	1,100 sq ft
Min Front Yard				60 ft Major Thoroughfares / 30 ft w/o parking or 60 ft on other roads	60 ft with parking / 30 ft w/o parking	25 ft	10 ft	20 ft	10 ft
Min Side Yard		None		None	None	0 ft	0 ft	5 ft	0 ft and 5 ft
Min Rear Yard		None		15 ft	None	10 ft	20 ft	20 ft	20 ft
Max Lot Coverage		50 percent		None	None	40 percent	80 percent	55 percent	65 percent
Max Height (Stories/Ft)		10 / 120 ft		10 / 120 ft	10 / 120 ft	3 / 35 ft	3 / 35 ft	3 / 35 ft	3 / 35 ft
Max Floor Area Ratio		1 to 1		1 to 1	1 to 1	None	None	None	None

**Exhibit “B”
Development Standards**

**Planned Development District 200 (PD-200)
Monarch – Flower Mound**

The development on the property comprising approximately two-hundred (200) 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 of this approved Planned Development, and shall be subject to the following conditions and requirements.

Development shall be in compliance with all regulations applicable to the Campus Commercial District (CC), and Single Family Attached District (SF-A), uses contained in the Town's Land Development Regulations as of the date of this approved Planned Development, except as otherwise provided in this Ordinance.

1. DEFINITIONS.

- A. AUTO SERVICE, ACCESSORY means providing general repair and servicing of motor vehicles as an accessory use to a primary business. Such services may include oil changes and tire rotations; replacement or repair of brakes, shock absorbers, tires, batteries and other similar mechanical or electronic components. In no instance shall such establishment in this District include auto leasing or auction services. Additionally, this use shall not include collision repair or wrecker service. Within this District, services shall be provided indoors; however, roll up doors may be used and remain open during business hours. Roll up doors shall be subject to Section 82-274 – Loading and service bays.
- B. INDOOR STORAGE AREA means an area within an establishment engaged in the retail or wholesale sales of goods which is not accessible to the general public and is devoted only to retail and grocery storage and pickup and distribution of online purchases. Such area may consist of up to twenty-five (25%) percent of the total building square footage for indoor storage.
- C. OUTDOOR SALES, TEMPORARY means seasonal sale of products/retail sales operation during the months of October through December. Areas to be used for Outdoor Sales, Temporary shall be identified on Exhibit “C” – Concept Plan.
- D. OUTDOOR STORAGE, LIMITED means an area used for storing goods, such as mulch, along a portion of the building exterior for retail, large tenant building that is fifty-thousand (50,000 sf) square feet or larger. Said area shall not be visible from public right-of-way and shall be enclosed with ornamental metal or masonry screening and identified on Exhibit “C” – Concept Plan.
- E. PRIVATE OPEN SPACE means areas that are privately owned and maintained, but not accessible by the general public.
- F. PUBLIC OPEN SPACE means areas that are privately owned and maintained, but publicly accessible.

2. EXHIBITS.

- A. The following Exhibits are incorporated into this Planned Development:
1. Exhibit "A:" Legal Description and Zoning Exhibit
 2. Exhibit "B:" Development Standards
 3. Exhibit "C:" Conceptual Site Plan
 4. Exhibit "D:" Conceptual Landscape Plan
 5. Exhibit "E:" Conceptual Pedestrian Circulation and Open Space Plan
 6. Exhibit "F:" Phasing Plan
 7. Exhibit "G:" Conceptual Elevations
 8. Exhibit "H:" Outdoor Storage Screening

3. DISTRICT REGULATIONS. The following zoning districts and regulations shall apply to this Planned Development as depicted on Exhibit "A.":

A. Campus Commercial (CC) District – Tracts A and B

1. Permitted Uses. Except as provided in this section, uses listed as Permitted Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance shall be permitted in this Planned Development.
 - a) The following additional uses are permitted in the Campus Commercial District (CC):
 - i. Drugstore or Pharmacy
 - ii. Gasoline Sales (accessory use)
 - iii. Health Club or Athletic Club
 - iv. Restaurant, Fast Food
 - v. Retail, large tenant (between 25,000 and 49,999 square feet)
 - vi. Retail, large tenant (between 50,000 and 74,999 square feet)
 - vii. Retail, large tenant (between 75,000 and 99,999 square feet)
 - viii. Retail, large tenant (100,000 square feet or more)
2. Accessory Uses. The uses listed as Accessory Uses in the Campus Commercial District (CC) in this Planned Development shall be permitted only when accompanying a retail, single tenant seventy-five thousand (75,000 sf) square feet and above.
 - a) The following accessory uses are permitted in the Campus Commercial District (CC):
 - i. Auto Service, Accessory
 - ii. Indoor Storage Area
 - iii. Outdoor Sales, Temporary
 - iv. Outdoor Storage, Limited
3. Specific Uses. The uses listed as Specific Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance may be permitted in this Planned Development only upon approval of a specific use permit, unless otherwise listed in the permitted uses above.

4. Temporary Uses. The uses listed as Temporary Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance may be permitted in this Planned Development 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."
5. Dimensional Regulations. The dimensional regulations listed for Campus Commercial (CC) in the Town's Zoning Ordinance shall be apply to this Planned Development, except as otherwise listed herein:
 - a) Minimum front yard. There shall be a minimum sixty (60') foot setback if parking is located between building(s) and street. Parking is allowed within said setback. If there is no parking between building(s) and street, then the minimum setback shall be thirty (30') feet.
 - b) Minimum rear yard. The minimum rear yard shall be fifteen (15') feet except for buildings that back up to an open space area, then in such case there shall be no minimum rear yard setback requirement
 - c) Minimum lot coverage. There shall be no minimum lot coverage requirement.

B. Campus Commercial (CC) District – Tract C

1. Tract C shall be subject to regulations set forth in Planned Development District – 98 (PD-98) of Canyon Falls. Said regulations are incorporated herein as if set forth in full.

C. Attached (SF-A)

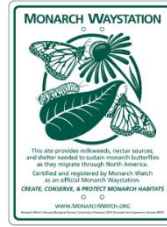
1. Permitted Uses. Except as provided in this section, uses listed as Permitted Uses in the Single Family - Attached (SF-A) in the Town's Zoning Ordinance shall be permitted in this Planned Development. In addition to the uses listed as Permitted Uses in SF-A in the Town's Zoning Ordinance, the following use is also permitted:
- Dwelling, single-family detached, see dimensional regulations under C (5).
2. Specific Uses. The uses listed as Specific Uses in the Single Family Attached (SF-A) in the Town's Zoning Ordinance may be permitted in this Planned Development only upon approval of a specific use permit.
3. Temporary Uses. The uses listed as Temporary Uses in the Single Family Attached (SF-A) in the Town's Zoning Ordinance may be permitted in this Planned Development 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".
4. Dimensional Regulations. Except as provided in this section, the dimensional regulations in the Single Family – Attached (SF-A) in the Town's Zoning Ordinance shall apply to single-family attached development:
 - a) Minimum lot area. The minimum lot area shall be 1,800-square feet.
 - b) Minimum lot width. The minimum lot width shall be 22-feet.
 - c) Minimum front yard. The minimum front yard requirement shall be 10-feet.
 - d) Minimum rear yard. The minimum rear yard requirement shall be 20-feet.

- e) Maximum lot coverage. The maximum lot coverage requirement shall be eighty (80 %) percent.
 - f) All lots shall have rear loaded garages.
 - g) Minimum building setback (front, side rear) from Denton Creek shall be sixty (60') feet and thirty (30') feet from Schmitz Blvd. and Eads Blvd.
5. Dimensional Regulations for Dwelling, single-family detached.
- a) Minimum lot area. The minimum lot area shall be 3,000-square feet.
 - b) Minimum lot width. The minimum lot width shall be 30-feet.
 - c) Minimum floor area. The minimum floor area per dwelling unit shall be 1,100 square feet.
 - d) Minimum front yard. The minimum front yard requirement shall be 10-feet.
 - e) Minimum side yard. The minimum side yard requirement shall be 5-feet on one side and 0-feet on the other, there shall be a minimum of 5-feet between buildings. The construction of the single-family detached units shall be subject to the Town adopted Building Codes at the time of permit application. A maintenance easement shall be required along the 0' setback.
 - f) Minimum rear yard. The minimum rear yard requirement shall be 20-feet.
 - g) Maximum lot coverage. The maximum lot coverage requirement shall be 65-percent.
 - h) All lots shall have rear loaded garages.
 - i) Minimum building setback (front, side, rear) from Denton Creek shall be 60 feet and Schmitz Blvd. and Eads Blvd. shall be 30 feet.
6. Density. The combined maximum residential density for SF-A and Dwelling, single family detached shall not exceed two hundred ninety (290) units.

4. PUBLIC AND PRIVATE OPEN SPACE STANDARDS.

- A. Public open space shall generally be located as shown on Exhibit "E". These areas are open space areas that shall provide for minimum improvements/amenities as noted in this section.
- B. All public open space areas shall be privately owned and maintained by the HOA/BOA and shall be publicly accessible.
- C. The following public open space areas shall include the minimum improvements and amenities as noted for each location as shown on Exhibit "E".
 - 1. Entrance Open Space. There shall be one-half (0.50) acres of open space at the intersection of I-35W and Denton Creek Blvd.
 - a) There shall be a distinctive entry demarcation to the Town of Flower Mound and to the Monarch Development. The monummentation shall comply with the District Elements of the Denton Creek District Area Plan and the gateway requirements of the Median and Right-of-way Design Guidelines. Entry open space shall be designed and constructed prior to the acceptance of the Monarch (development) infrastructure.

2. Town Center Restaurant Open Space. There shall be a minimum of four (4) acres of general open space within the Town Center that is privately maintained and publicly accessible. The Town Center Open Space shall be generally located north of Schmitz Blvd. between the restaurant pads as shown in Exhibit "E," Open Space Plan. Amenities of the Town Center Restaurant Open Space shall be provided by the developer or designee in conjunction with the Subdivision Site Plan application and completed prior to the acceptance of the Town Center restaurants. The Town Center Restaurant Open Space shall include a minimum of the following:
 - a) Tiered retention pond system with decorative spillway
 - b) Pedestrian walk way around perimeter of retention system
 - c) Outdoor patio dining space
 - d) Four (4) benches
 - e) Four (4) trash receptacles
3. Park Land. There shall be park land generally located south of Schmitz Blvd and consisting of approximately 9.86 acres as shown in Exhibit "E" Open Space. Said park land shall be dedicated to the Town of Flower Mound. The dedicated park land shall meet Sec. 90-448, Criteria for acceptance of park land. Abandonment and removal of the TRA access road through the park shall be completed and accepted prior to the Town accepting the park land. The 9.86 acres of park land shall be deeded to the Town prior to issuance of permits for any single-family dwelling.
4. Neighborhood Pocket Park. There shall be a neighborhood pocket park generally located east of Schmitz/Eads Blvd and north of Denton Creek Blvd, consisting of a minimum one-half (0.5) acres in size. A development agreement shall be required for reimbursement of park improvement fees for actual construction costs of the below amenities. The neighborhood pocket park shall comply with Division 8, Sec. 90-449 of the Town's Park Credit Ordinance and include a minimum of the following:
 - a) Pedestrian walkways
 - b) One (1) playground
 - c) Two (2) benches
 - d) Two (2) trash receptacles
 - e) Flex lawn space
 - f) Coordinated planting scheme
 - g) Pedestrian lighting
5. Pollinator Zones. Pollinator Zones within the Monarch natural areas shall be installed by the developer or designee as identified on Exhibit "E" and shall include a minimum of the following:
 - a) Registration with the Monarch Waystation Registry
Application link: <https://www.monarchwatch.org/waystations/>
 - b) Monarch Waystation Signage: A minimum of four (4) Monarch Waystation signs shall be provided. Signage dimensions shall have a maximum sign face of four (4 sf) square feet. Example (not to scale) signage below:



- c) Sustainable landscape design which includes all native plant materials.
 - d) Native pollinator plant material may include but not limited to plant material such as milkweeds, legumes, mints, sunflowers, verbenas, or fruits and berry plants.
 - e) Paved or natural pedestrian trails, as shown on approved Pedestrian and Open Space Plan Exhibit “E”, other trails, in addition to those shown on Exhibit “E”, can be used, provided that they consist of concrete, crushed granite or bark mulch.
- D. There shall be a minimum of a twelve (2') foot trail along one (1) side of the Schmitz/Eads Blvd. and one (1) side of Denton Creek Blvd.
- E. There shall be a minimum five percent (5%) of open space (public) within the Campus Commercial District.
- F. There shall be a minimum four percent (4%) of open space (public or private) within the Single-Family District.
- G. Lighted bollards shall be required along the section of the trail that is located within the Single Family-Attached adjacent to the Campus Commercial zoning district uses north of Denton Creek Blvd.
- H. Open Space Maintenance. The general open space in Monarch shall be perpetually maintained according to landscape maintenance industry standards. Mowing must occur a minimum of one-time (1x) every two (2) weeks from March to November. If annual rye grass or other is over-seeded, then winter mowing is required one-time (1x) every three (3) weeks. Trash pickup shall be one-time (1x) every two (2) weeks, and annual tree trimming shall be performed. Natural open space, native prairie/ wildflower, and pollinator zones shall be mowed bi-annually.

5. LANDSCAPE, HARDSCAPE, & SCREENING STANDARDS.

- A. Landscape. Landscape shall substantially comply with the approved Conceptual Landscape Plan (Exhibit “D”) and shall be in accordance with the Denton Creek Area Plan and the Town’s Landscape Ordinance, as amended.
- B. Street Buffers.
 - 1. Except as provided in this section, there shall be a minimum landscape buffer of twenty-five (25') feet along Denton Creek Blvd, and Schmitz Blvd, and I-35W frontage road.

2. There shall be a minimum landscape buffer of fifteen (15') feet along other collector and other peripheral rights-of-way.
- C. Enhanced Screening. There shall be enhanced live screening to screen the loading area and north facing docks of Building 4.06, as shown on the Concept Plan, from Denton Creek Blvd. Said enhanced screening shall be located within/adjacent to the twenty-five (25') foot landscape buffer west of the rear ingress/egress point at Denton Creek Blvd. The enhanced screening shall include three (3) additional trees. Loading area screening for other buildings shall comply with the Town's regulations, as amended.
 - D. Enhanced Masonry Screening. There shall be a masonry wall to screen the loading area of Building 4.06, as shown on the Concept Plan, from Denton Creek Blvd. Said masonry wall shall be located along the southeast property line (rear lot line) of the lot for Building 4.06 and shall be a minimum of six (6') feet.
 - E. Enhanced Screening of Outdoor Storage, Limited. There shall be enhanced screening around the "outdoor storage, limited," use that shall generally conform to Exhibit "H" outdoor storage screening exhibit which consists of a combination of ornamental metal fence on top of a masonry knee wall and masonry columns with minimum height of eight (8') feet. The minimum height of masonry knee wall shall be four (4') feet and the ornamental metal fence shall extend for a minimum of twelve (12') feet above the top of the knee wall.
 - F. Enhanced Pavement. Enhanced pavement pedestrian crosswalks shall be required at major intersections. Enhanced pavement may consist of decorative pavement patterns by using either stamped and/or stained concrete or the use of brick or concrete pavers.
 - G. Commercial Foundation Planting. Commercial foundation plantings for buildings 15,000 square feet or less shall comply with sec. 82-240 of the Town's Code of Ordinances.
 - H. Detention/Retention Facility Requirements. Detention / Retention facility requirements shall comply with sec. 94-65 of the Town's Code of Ordinances unless park credits are being sought. If park credits are being sought and are granted, sec. 90-449 of the Town's Park Credit Ordinance shall supersede.
 - I. Detention / Retention Pond Maintenance. Retention ponds shall sustain a normal pool elevation by way of water well or potable water source or reuse water. Retention ponds shall be kept clear of all noxious plant material including Cottonwood trees, Willow trees, and Cattails. Aeration shall be required on all retention ponds. Retention pond construction shall meet the intent of the Town's engineering construction standards for Pond Form.
 - J. Single Family Landscape Requirements.
 1. A minimum of one (1) tree, shall be provided for each attached and detached single family lot. Required tree planting shall be located in the front yard or side yard.

2. Tree species shall be chosen from the following list for townhome front or side yard trees.
 - a) Yaupon Holly
 - b) Redbud
 - c) Crape Myrtle
 - d) Nellie R. Stevens Holly (tree form)
 - e) 'Little Gem' Magnolia
3. Street buffers along Denton Creek Blvd and Schmitz Blvd shall include tree plantings at a ratio of one (1) tree for every thirty (30') feet of linear frontage excluding any necessary driveways. Street buffer trees shall be a minimum of three-inch (3") caliper at time of installation.

6. ARCHITECTURAL STANDARDS FOR CAMPUS COMMERCIAL.

- A. There shall be a cohesive architectural theme for non-residential buildings within this Planned Development.
- B. Elevations shall generally comply with the approved Elevation Plan (Exhibit "G"), and in accordance with the Town of Flower Mound Urban Design Plan unless specified otherwise in this Planned Development.

7. ACCESS & PARKING STANDARDS.

- A. Parking. Except as provided in this section, off-street parking shall be provided as outlined in the Town of Flower Mound Zoning Ordinance.
 1. This Planned Development is subject to an approved parking study.
 2. The Development shall be subject to an overall Reciprocal Easement Agreement granting cross-access and cross-parking for the entire Development. A copy of said Agreement shall be provided to the Town with the Subdivision Site Plan for the Development.
 3. Parking for Indoor Storage Area shall be one (1) space per thousand (1,000 sf) square feet. Parking for multiple uses on one (1) lot shall be required for each use.

8. MISCELLANEOUS STANDARDS.

- A. Environmental Protection Plan. This Planned Development is subject to an approved Environmental Protection Plan.
- B. Phasing. This Planned Development includes a phasing plan for planning purposes only. Phasing may adjust as the property is developed over a period of time.
- C. Queuing and Stacking Analysis. At the time of Site Plan application, a queuing and stacking analysis shall be submitted as required pursuant to Section 82-82, "Queuing requirements for drive-through facilities," of the Town's Code of Ordinances.

- D. Flood study. Flood study must be approved by Town staff prior to Subdivision Site Plan application being scheduled to Planning and Zoning Commission for consideration.
- E. Limited Quantity of Gas Stations. The total number of gas stations within this Planned Development, regardless of accessory use or primary use, shall be limited to two (2).
- F. Eads Blvd. At the time of Subdivision Site Plan for the Campus Commercial block located north of Denton Creek Blvd., east of I35 frontage Road, and west of Lansdowne Parkway, Eads Blvd as identified on Exhibit "C" shall extend from Lansdowne Parkway to I35 Frontage Road, unless written authorization from the Town of Argyle is submitted permitting the extension of Lansdowne Parkway to connect to an arterial street located within the Town limits of Argyle.

9. EXCEPTIONS. The following exceptions to the Town's Ordinance shall apply to this Planned Development.

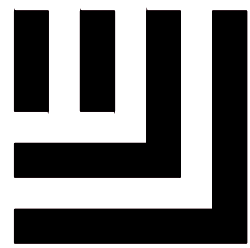
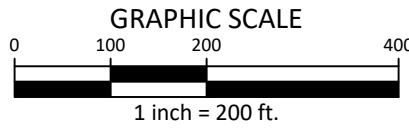
- A. Pitched Roof Requirement. Buildings less than fifteen thousand (15,000 sf) square feet that are not directly adjacent to residential development shall not be required to have pitched roofs.
- B. Lot Depth to Width. Lot depth shall not exceed six (6x) times the lot width.
- C. Topographic Slope Protection. Slopes greater than five (5%) percent but less than twelve (12%) percent are permitted to be impacted.

10. ADMINISTRATION.

- A. There shall be established a Monarch Property Owners' Association (POA). Said Association shall file Covenants, Conditions, and Restrictions (CC&Rs) in the Denton County Real Estate Records with the first (1st) record plat application and said POA shall be responsible for the maintenance of the following:
 - 1. Landscape buffers along Denton Creek Blvd, Lansdowne Blvd, Eads Blvd and Schmitz Blvd.
 - 2. Publicly accessible open space areas, unless otherwise described in this Planned Development.
 - 3. Striping of parking spaces and pedestrian crosswalks.
 - 4. Cross-access and cross parking agreements.
 - 5. Other items as listed in the CC&Rs.
- B. Minor amendments to this Planned Development may be approved by the Town Manager, or designee, provided that said amendment is not a substantial change to the approved Concept plan, as defined below. A substantial change to the approved Concept Plan shall be defined as any one (1) of the following:

1. Increase in maximum number of residential units; and,
2. Decrease by more than ten (10%) percent of any approved open space area, provided that the minimum required open space for park land dedication is still met, if applicable; and,
3. Elimination of approved thoroughfares; however, realignment may be permitted provided that it does not cause a substantial change; and,
4. Other changes as determined by the Town Manager or designee; and,
5. Building footprints and building square feet totals may be adjusted during site plan approval provided there is not an increase or decrease of more than twenty (20%) percent square feet and that all other provisions of this Planned Development and the Town's Code of Ordinances, as of the date of this approved Planned Development, are met.

EXHIBIT "C" - CONCEPTUAL SITE PLAN



McADAMS

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

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

www.mcadamsco.com

CLIENT

85 AND 71 AVALON HOLDINGS, LLC
207 W. HICKORY ST.
DENTON, TEXAS 76201
MR. ERIC SCHMITZ
(972) 567-6754

MONARCH
EXHIBIT C-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226

GENERAL NOTES

1. ALL RETAINING/DETAILING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. RETAINING WALLS 4' AND ABOVE (INCLUDING FOOTING) REQUIRE A SEPARATE PERMIT.
3. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
4. ALL X-LOTS ARE UNBUILDABLE AND SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA
5. ALL GROUND FLOOR HVAC SHALL BE SCREENED FROM VIEW.
6. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE CREENED FROM VIEW.
7. DUMPSTER SCREENING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING IN WHICH IS SERVES.
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10. ALL PERPENDICULAR OR ANGLED PARKING SPACES ARE TO BE A MINIMUM OF 9' X 17.5'.
11. NO LUMINARIE SHALL BE LOCATED WITHIN THE COMPATIBILITY BUFFER AREA



LAND USE SUMMARY CHART

	Existing Zoning	Monarch Commercial		Monarch Residential			
	Interim Holding	Campus Commercial Current Standards	Campus Commercial Proposed Standards	SF-Attached Current Standards	SF-Attached Proposed Standards	SF - 5 Current Standards	Dwelling, Detached Proposed
Min Lot Area		None	None	5,000 sq ft	1,800 sq ft	5,000 sq ft	3,000 sq ft
Min Lot Width		None	None	20 ft	22 ft	50 ft	30 ft
Min Floor Area		None	None	1,100 sq ft	1,100 sq ft	1,500 sq ft	1,100 sq ft
Min Front Yard		60 ft Major Thoroughfares / 30 ft w/o parking or 60 ft on other roads	60 ft with parking / 30 ft w/o parking	25 ft	10 ft	20 ft	10 ft
Min Side Yard		None	None	0 ft	0 ft	5 ft	0 ft and 5 ft
Min Rear Yard		15 ft	See PD Standards	10 ft	20 ft	20 ft	20 ft
Max Lot Coverage		50 percent	None	40 percent	80 percent	55 percent	65 percent
Max Height (Stories/Ft)		10 / 120 ft	10 / 120 ft	3 / 35 ft	3 / 35 ft	3 / 35 ft	3 / 35 ft
Max Floor Area Ratio		1 to 1	1 to 1	None	None	None	None

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

REVISIONS

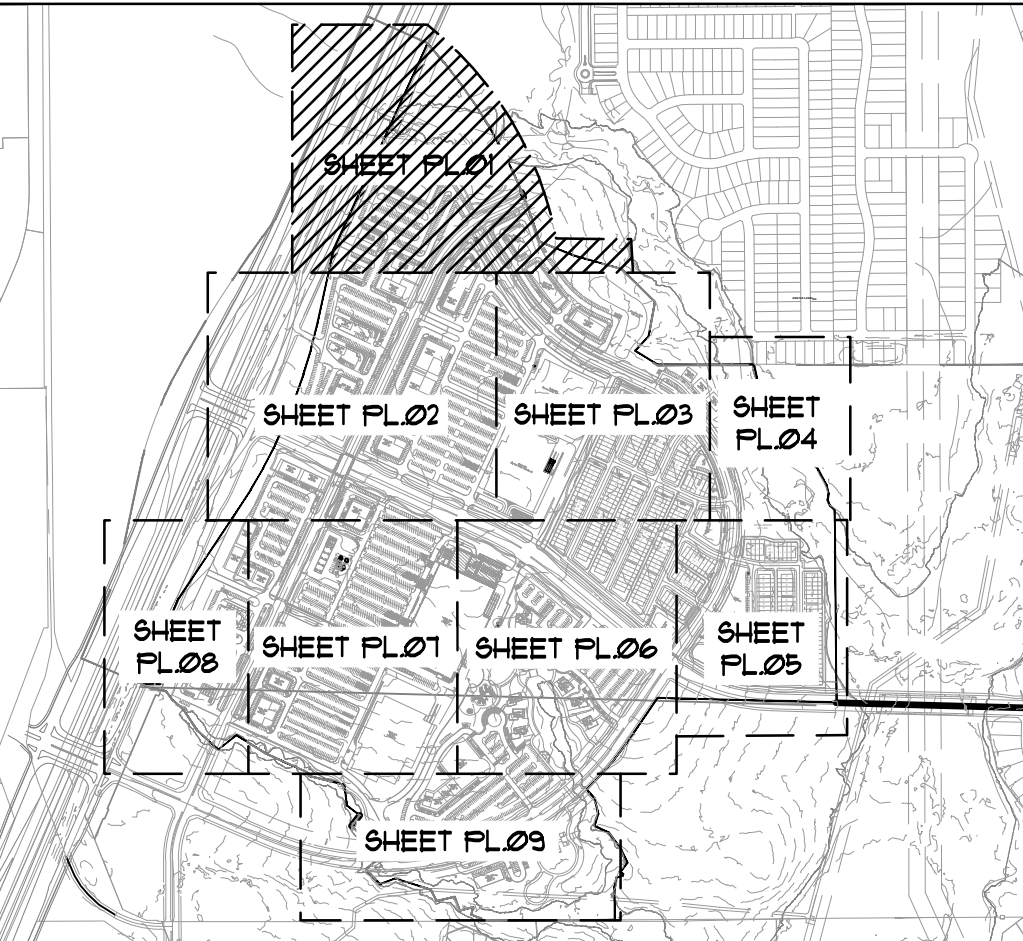
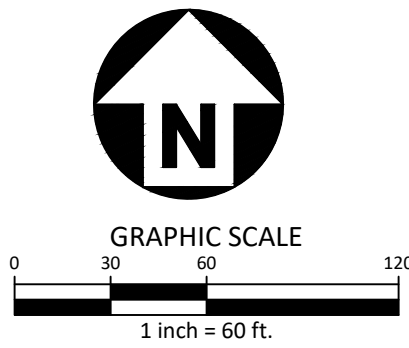
NO.	DATE	DESCRIPTION
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PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	2024-06-06 SPEC22509-PLANNING SHEETS.DWG
CHECKED BY	RR
DRAWN BY	MB
SCALE	200 SCALE
DATE	11.08.2024
SHEET	

CONCEPT PLAN

PL.00

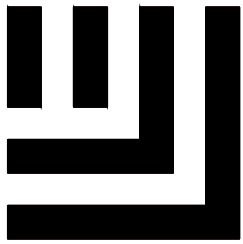


CONTEXT MAP SCALE - 1:1,000

Block 100 Building Data Summary Table						
Building Summary				Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking
1.01	6,000	Restaurant	N/A	1-Level	1 space per 75 SF	80
1.02	6,000	Restaurant	N/A	1-Level	1 space per 75 SF	80
1.03	34,000	Retail	N/A	1-Level	1 Space per 250 SF	136
Total:	46,000				Total:	296
* Total Parking Provided Includes ADA Spaces						
Total Parking Provided						
						100
						100
						155
						355

GENERAL NOTES

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MONARCH

EXHIBIT C-CONCEPT PLAN

35 W & DENTON CREEK BLVD

TOWN OF FLOWER MOUND, TEXAS, 76226

REVISIONS

NO.	DATE	DESCRIPTION
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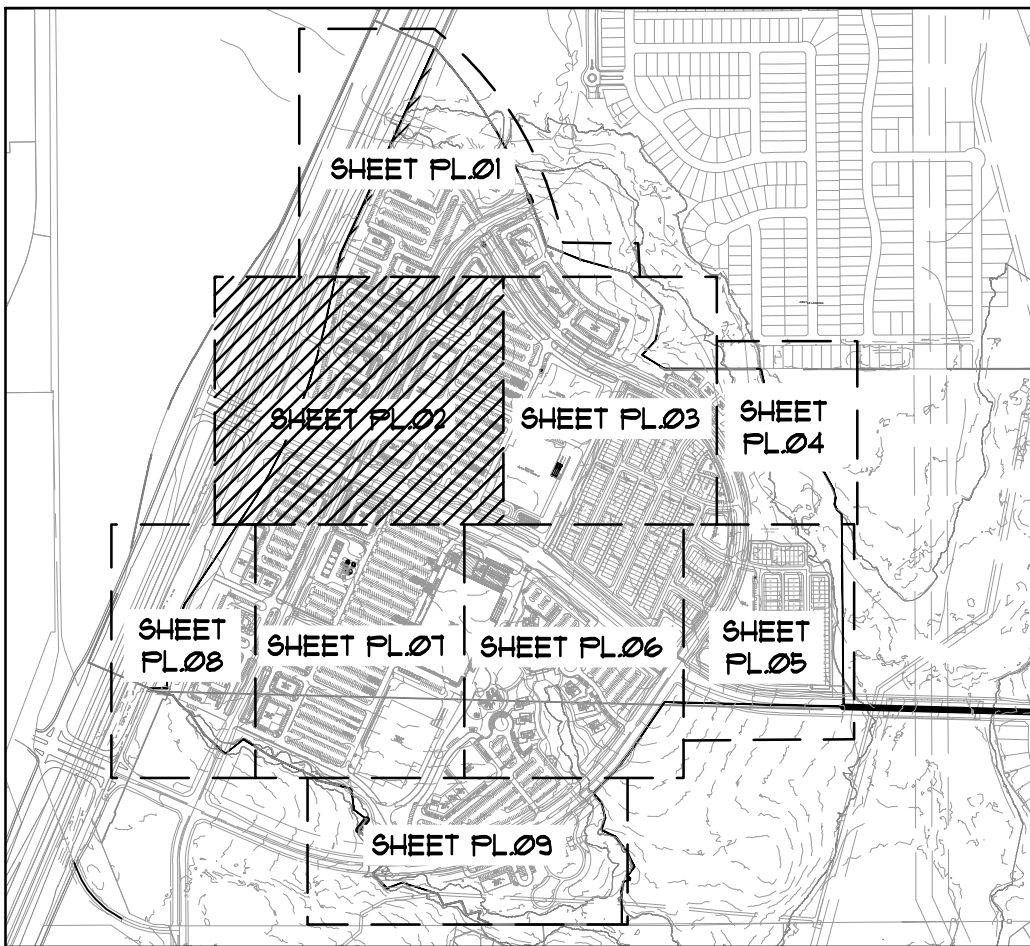
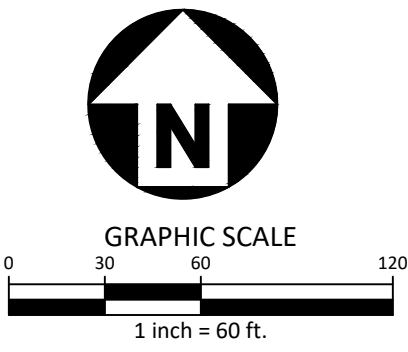
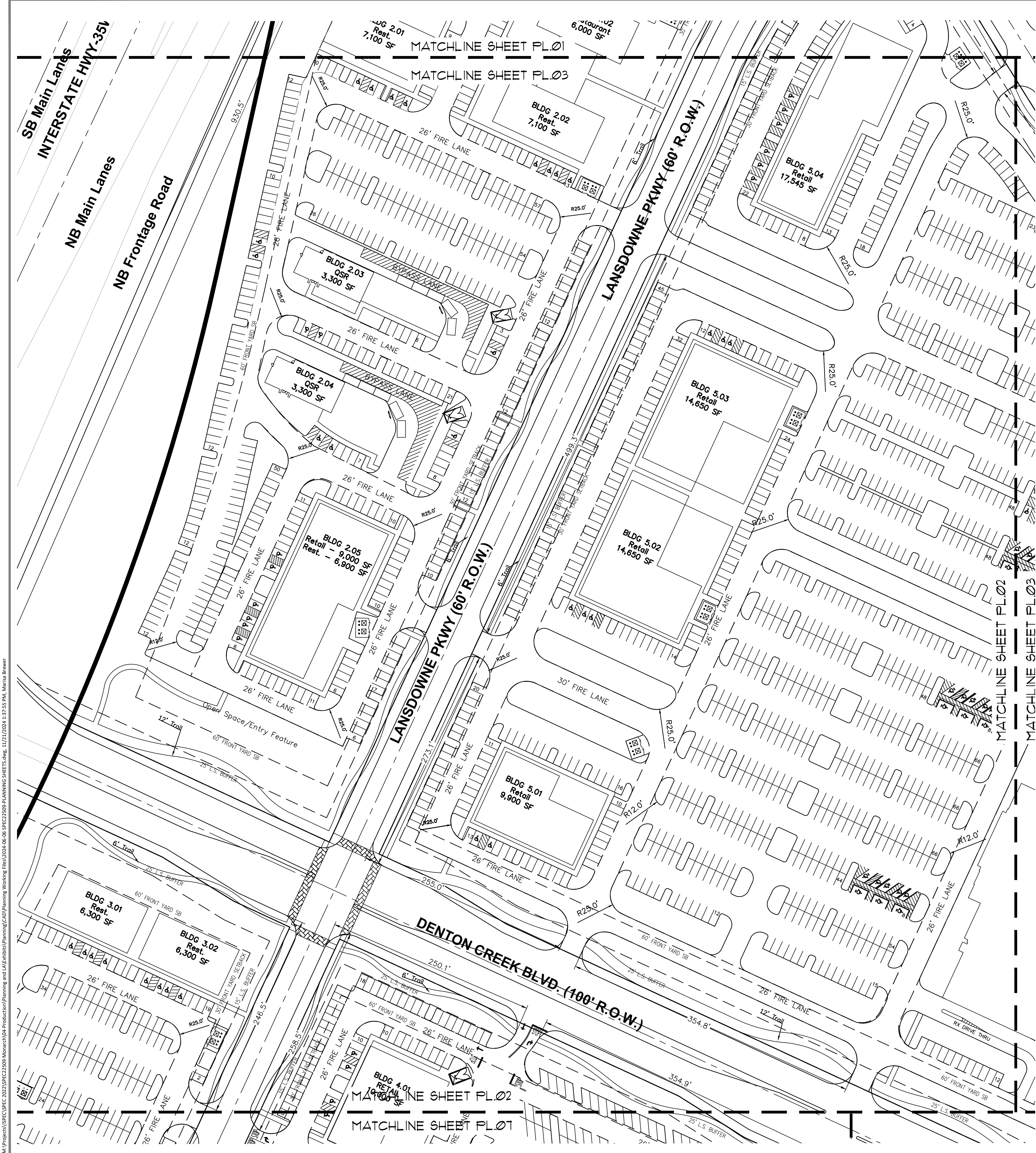
PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	2024-06-05 SPEC22509-PLANNING SHEETS.DWG
CHECKED BY	RR
DRAWN BY	MB
SCALE	60 SCALE
DATE	11.25.2024

SHEET

CONCEPT PLAN

PL.01



CONTEXT MAP SCALE - 1:1,000

GENERAL NOTES

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11. NO LUMINARIE SHALL BE LOCATED WITHIN THE COMPATIBILITY BUFFER AREA

Block 200 Building Data Summary Table

Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
2.01	7,100	Restaurant	N/A	1-Level	1 Space per 75 SF	95	106
2.02	7,100	Restaurant	N/A	1-Level	1 Space per 75 SF	95	106
2.03	3,300	QSR	N/A	1-Level	1 Space per 75 SF	44	50
2.04	3,300	QSR	N/A	1-Level	1 Space per 75 SF	44	50
2.05	9,000	Retail	N/A	1-Level	1 Space per 250 SF	36	48
	6,900	Restaurant	N/A	1-Level	1 Space per 75 SF	92	111
Total:	36,700					Total: 405	471

*Total Parking Provided Includes ADA Spaces

Block 300 Building Data Summary Table

Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
3.01	6,300	Restaurant	N/A	1-Level	1 Space per 75 SF	84	96
3.02	6,300	Restaurant	N/A	1-Level	1 Space per 75 SF	84	96
3.03	7,800	Retail	N/A	1-Level	1 Space per 250 SF	32	35
3.04	4,890	Retail	N/A	1-Level	1 Space per 250 SF	20	23
3.05	4,890	Retail	N/A	1-Level	1 Space per 250 SF	20	23
3.06	7,500	Retail	N/A	1-Level	1 Space per 250 SF	30	40
3.07	3,300	QSR	N/A	1-Level	1 Space per 75 SF	44	50
3.08	3,300	QSR	N/A	1-Level	1 Space per 75 SF	44	50
3.09	5,000	Retail	N/A	1-Level	1 Space per 250 SF	20	23
Total:	49,280					Total: 378	436

*Total Parking Provided Includes ADA Spaces

Block 500 Building Data Summary Table

Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
5.01	9,900	Retail	N/A	1-Level	1 Space Per 250 SF	40	51
5.02	14,650	Retail	N/A	1-Level	1 Space Per 250 SF	59	74
5.03	14,650	Retail	N/A	1-Level	1 Space Per 250 SF	59	74
5.04	17,545	Retail	N/A	1-Level	1 Space Per 250 SF	71	87
5.05	104,000	Big Box Retail	N/A	1-Level	1 Space Per 250 SF	416	493
5.06	78,600	Big Box Retail	N/A	1-Level	1 Space Per 250 SF	315	373
Total:	239,345					Total: 960	1152

*Total Parking Provided Includes ADA Spaces



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REVISIONS

NO. DATE DESCRIPTION

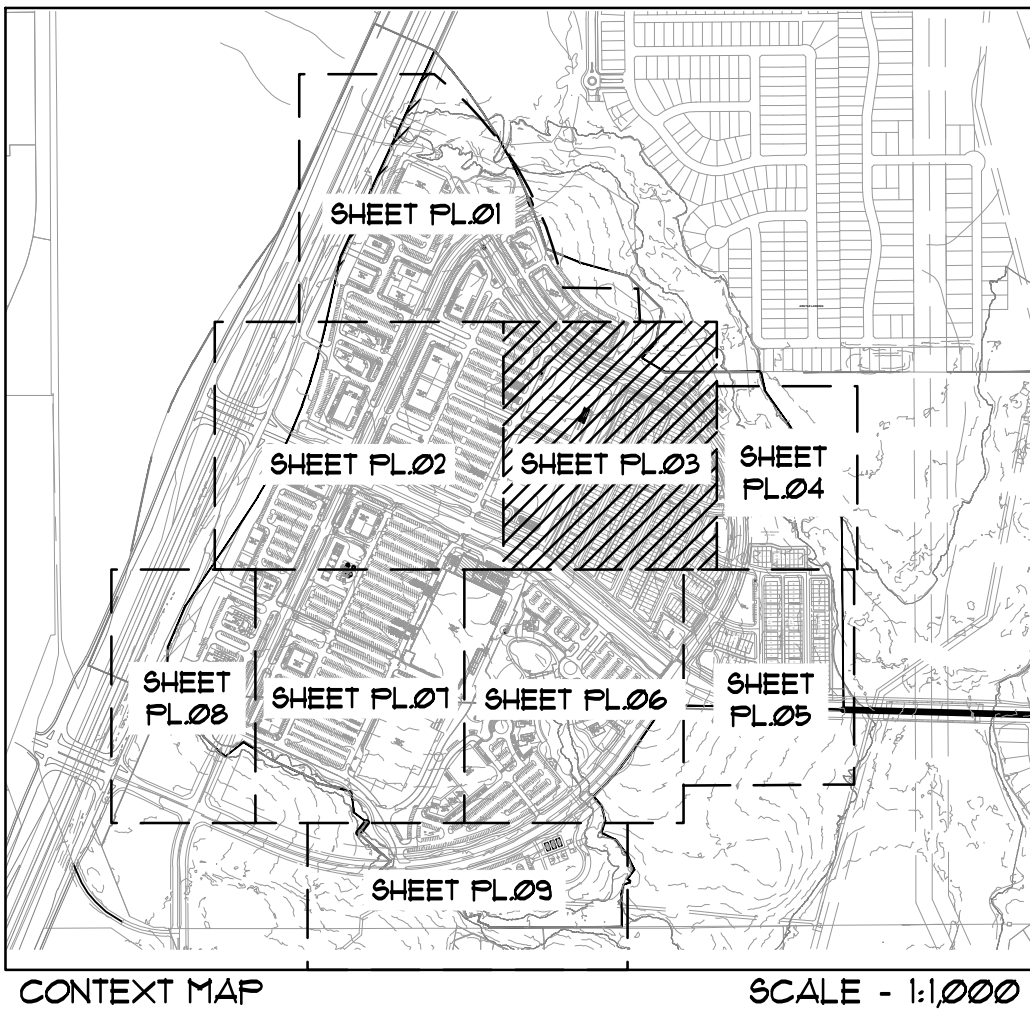
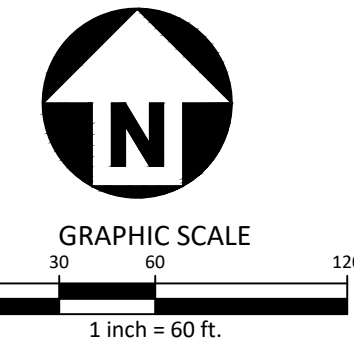
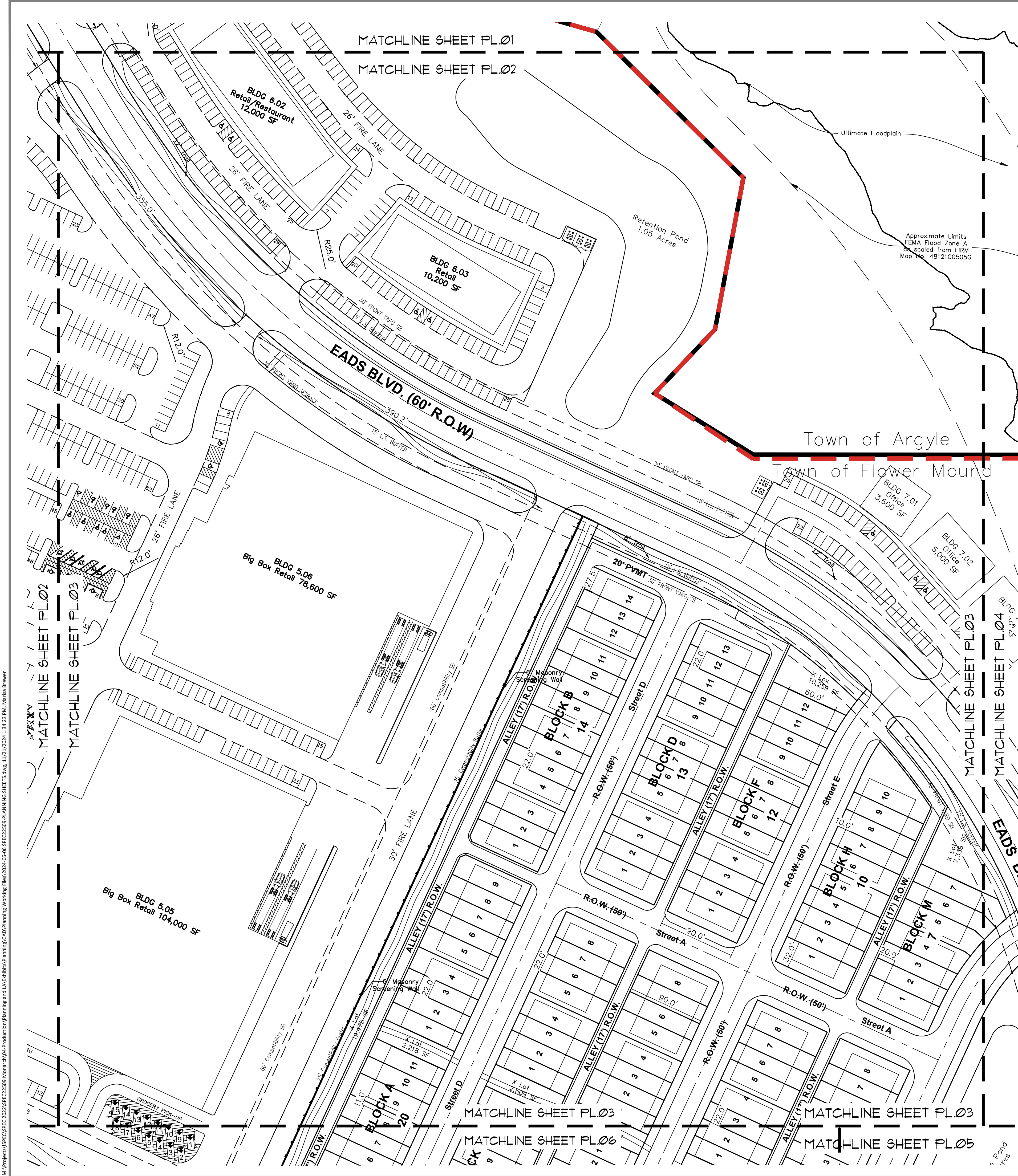
PLAN INFORMATION

PROJECT NO. SPEC22509
FILENAME 2024-06-05 SPEC22509-PLANNING SHEETS.DWG
CHECKED BY RR
DRAWN BY MB
SCALE 60 SCALE
DATE 11.25.2024

SHEET

CONCEPT PLAN

PL.02



GENERAL NOTES

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- NO LUMINARIE SHALL BE LOCATED WITHIN THE COMPATIBILITY BUFFER AREA

Block 500 Building Data Summary Table

Building Summary				Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking
5.01	9,900	Retail	N/A	1-Level	1 Space Per 250 SF	40
5.02	14,650	Retail	N/A	1-Level	1 Space Per 250 SF	59
5.03	14,650	Retail	N/A	1-Level	1 Space Per 250 SF	59
5.04	17,545	Retail	N/A	1-Level	1 Space Per 250 SF	71
5.05	104,000	Big Box Retail	N/A	1-Level	1 Space Per 250 SF	416
5.06	78,600	Big Box Retail	N/A	1-Level	1 Space Per 250 SF	315
Total:	239,345					960

*Total Parking Provided Includes ADA Spaces

Block 600 Building Data Summary Table

Building Summary				Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking
6.01	5,100	Retail	N/A	1-Level	1 Space Per 250 SF	21
	5,100	Restaurant	N/A	1-Level	1 Space Per 75 SF	68
6.02	6,000	Retail	N/A	1-Level	1 Space Per 250 SF	24
	6,000	Restaurant	N/A	1-Level	1 Space Per 75 SF	80
6.03	10,200	Retail	N/A	1-Level	1 Space Per 250 SF	41
Total:	32,400					234

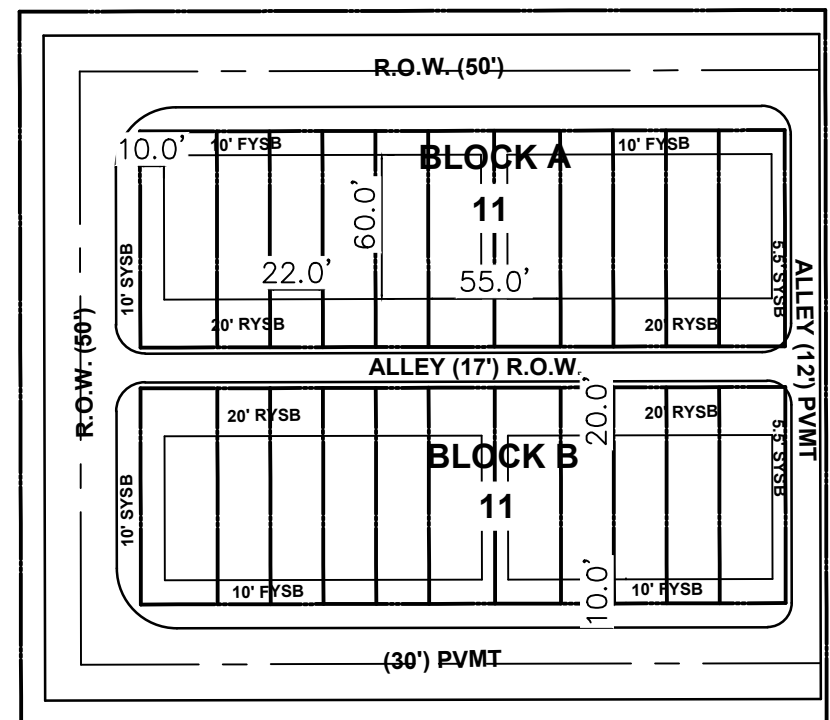
*Total Parking Provided Includes ADA Spaces

Block 700 Building Data Summary Table

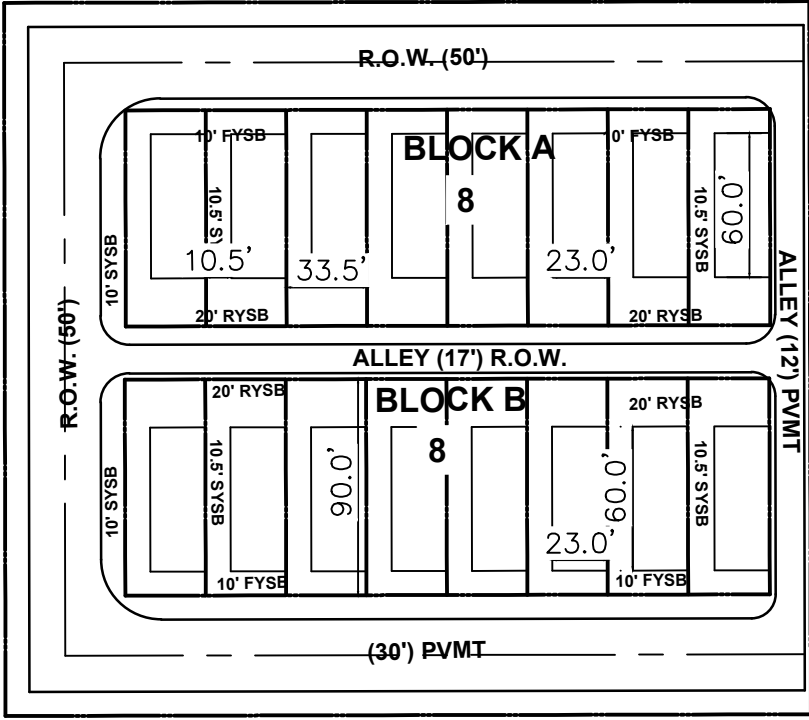
Building Summary				Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking
7.01	3,600	Office	N/A	1-Level	1 Space Per 200 SF	18
7.02	5,000	Office	N/A	1-Level	1 Space Per 200 SF	25
7.03	5,000	Office	N/A	1-Level	1 Space Per 200 SF	25
Total:	13,600					68

*Total Parking Provided Includes ADA Spaces

Lot Detail
Single Family Attached



Lot Detail
Single Family Detached



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



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REVISIONS

NO. DATE DESCRIPTION

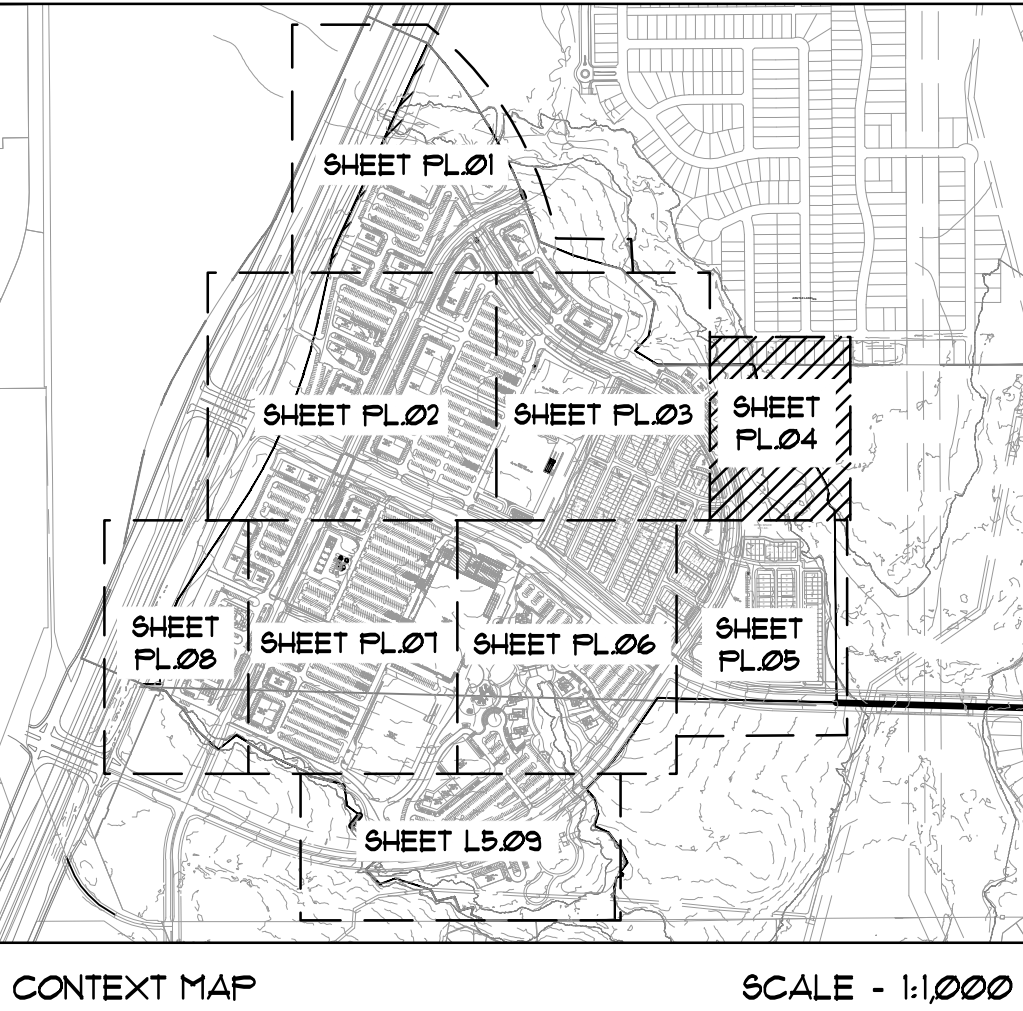
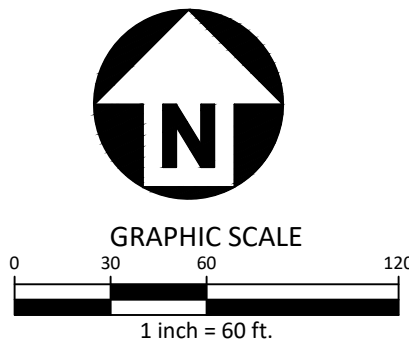
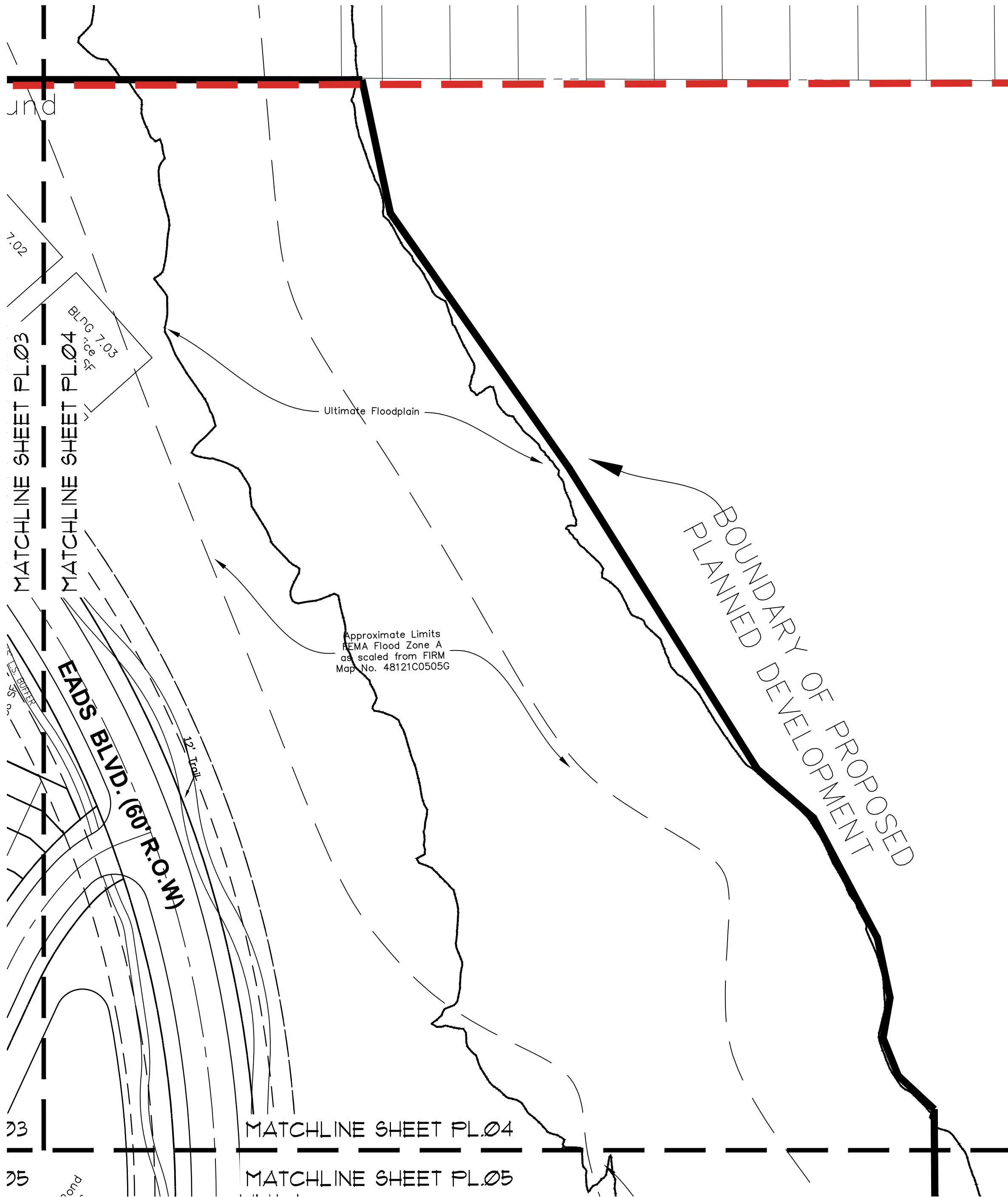
PLAN INFORMATION

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FILENAME 2024-06-06 SPEC22509-PLANNING SHEETS.DWG
CHECKED BY RR
DRAWN BY MB
SCALE 60 SCALE
DATE 11.25.2024

SHEET

CONCEPT PLAN

PL.03



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REVISIONS

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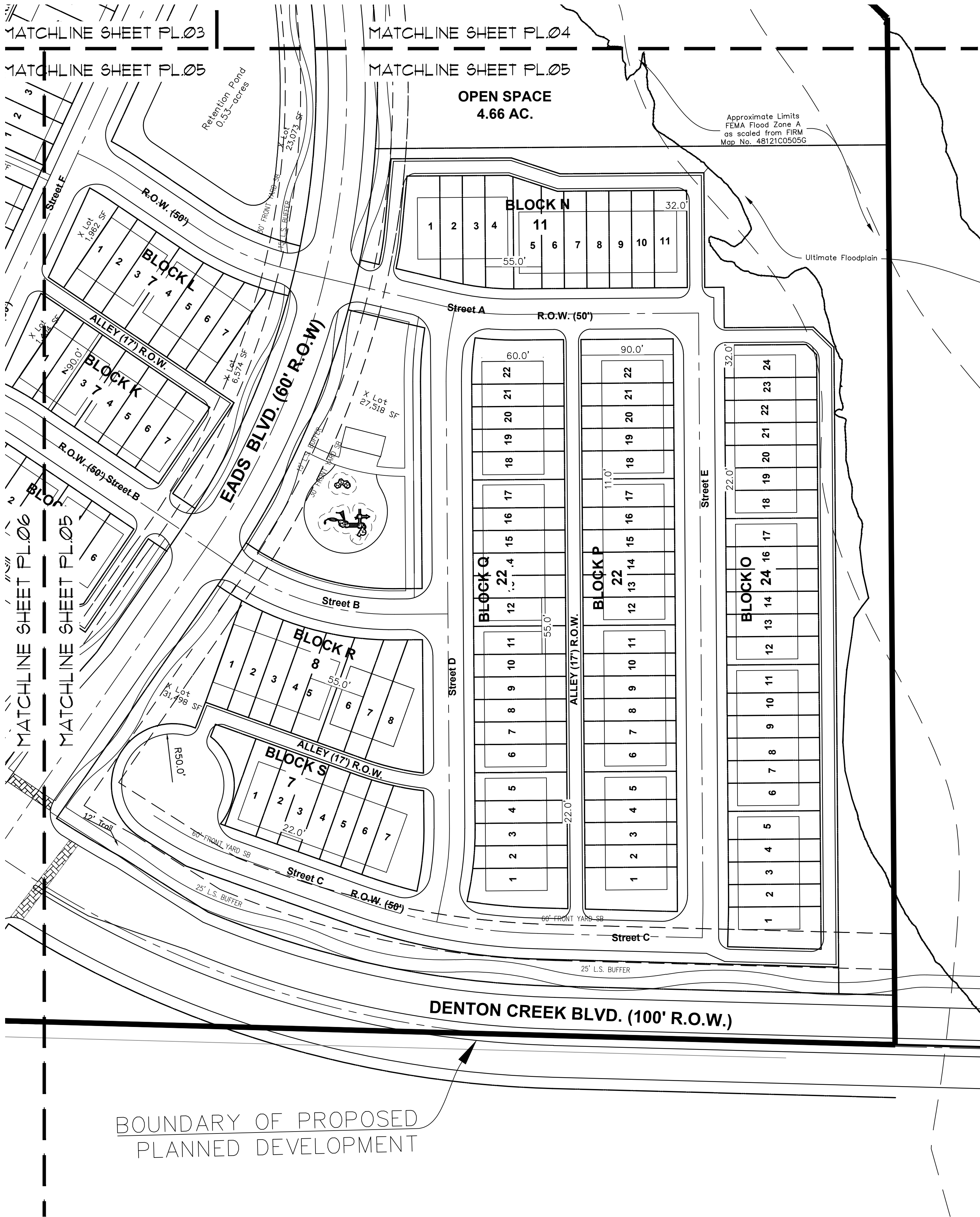
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CHECKED BY	RR
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SCALE	60 SCALE
DATE	11.25.2024

SHEET

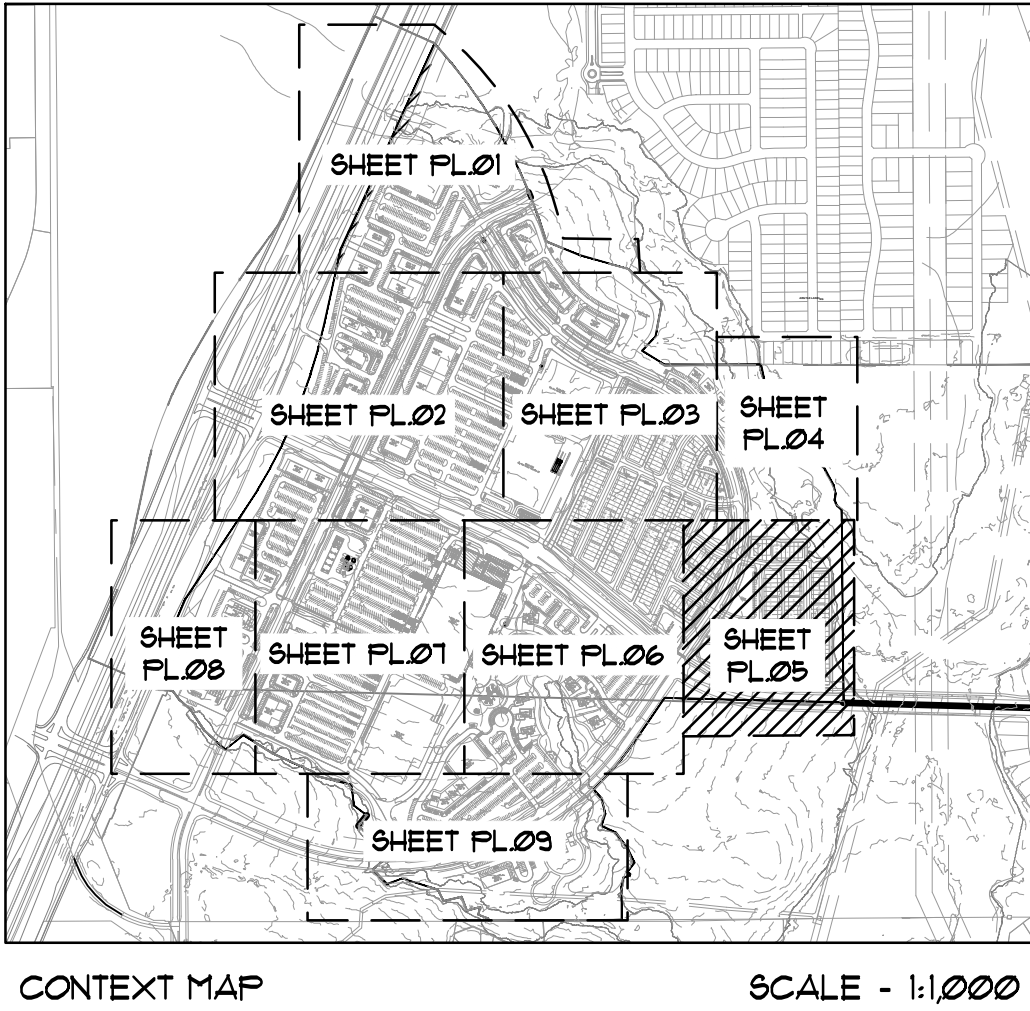
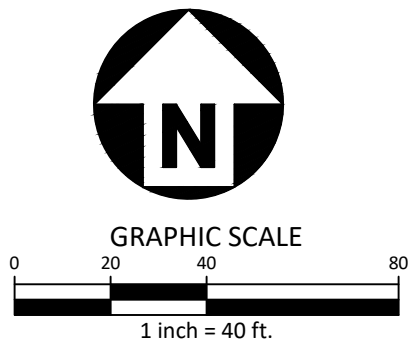
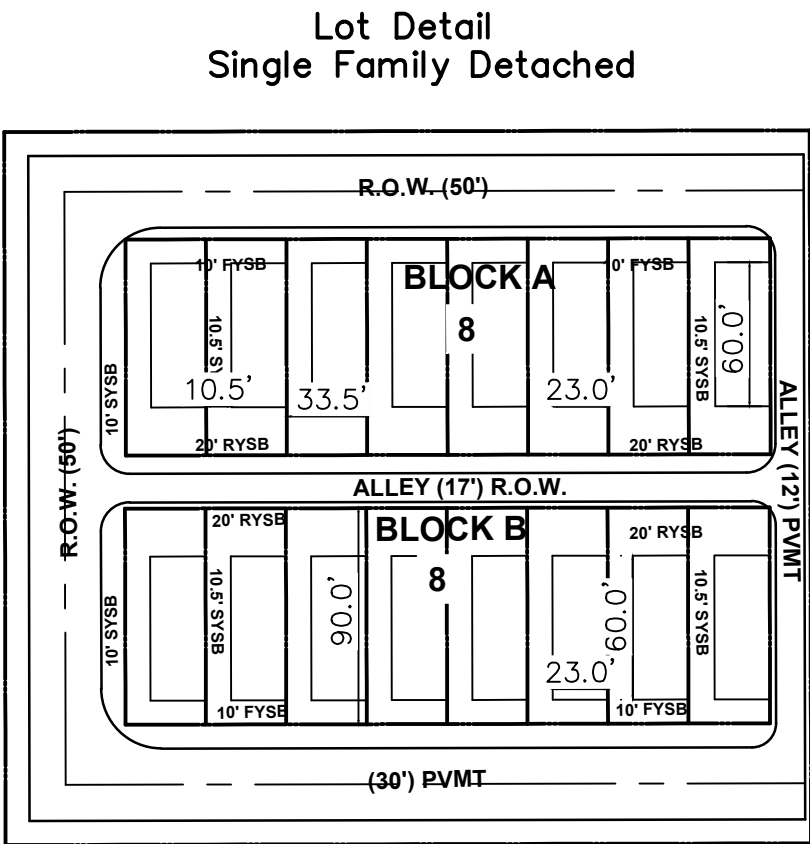
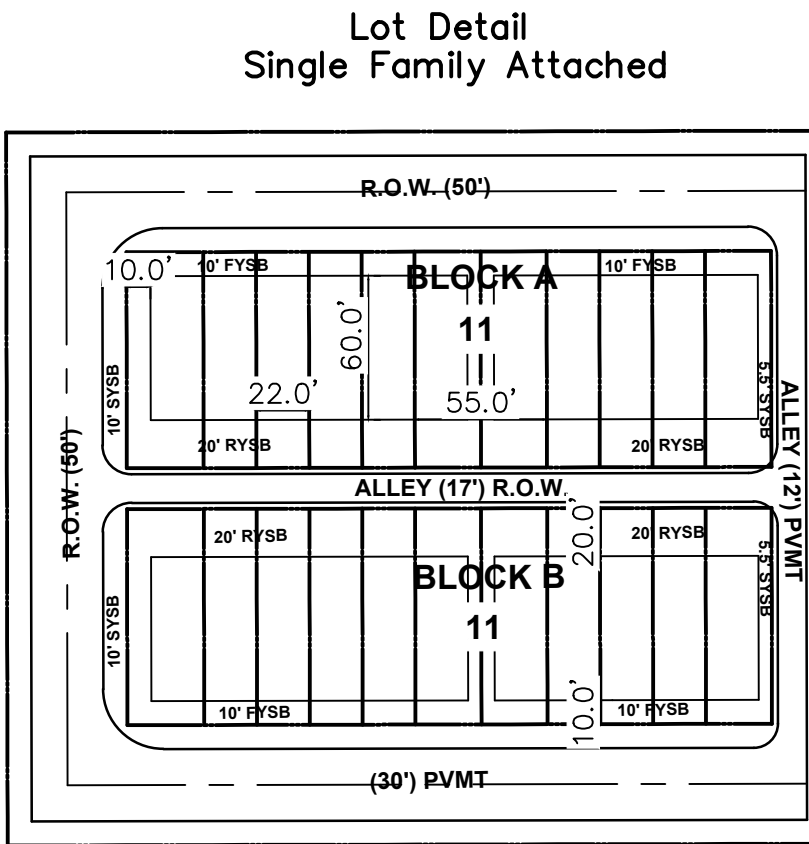
CONCEPT PLAN

PL.04



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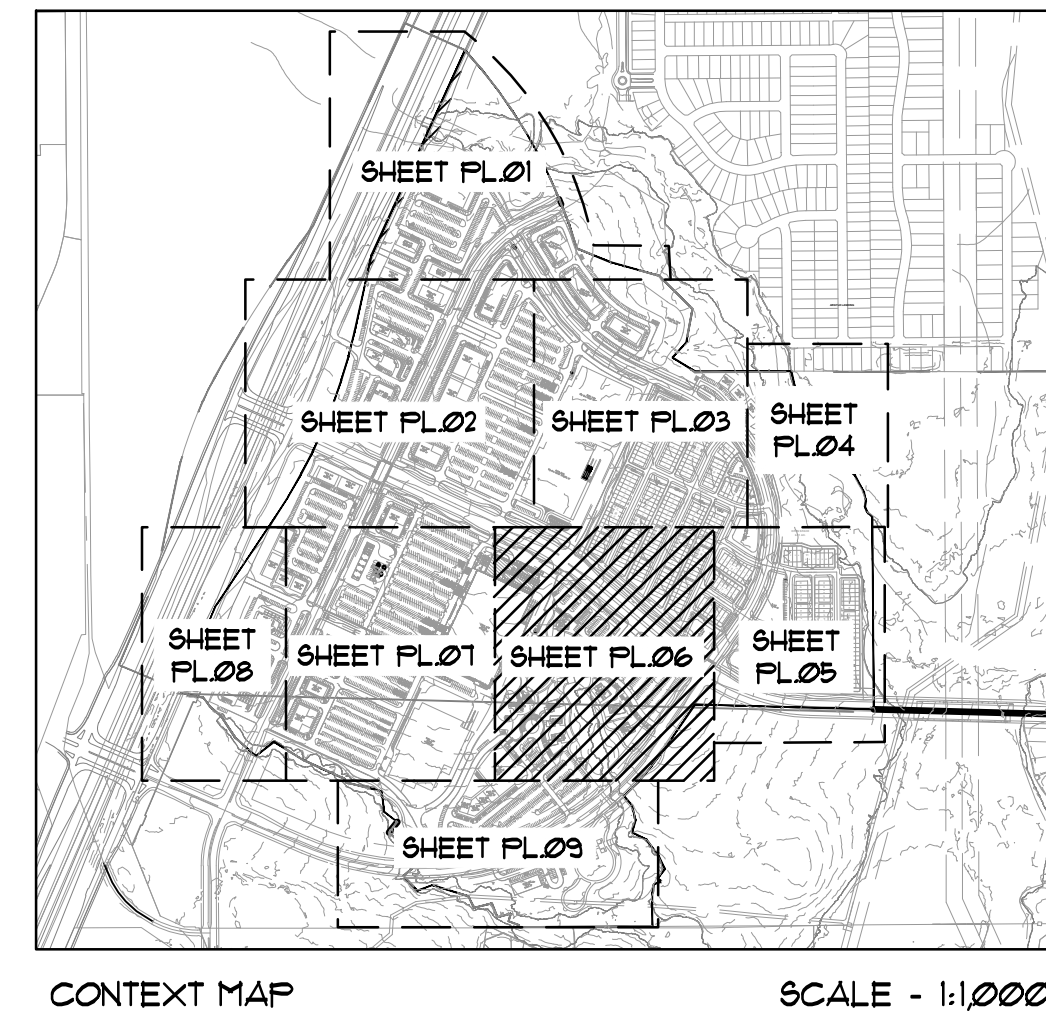
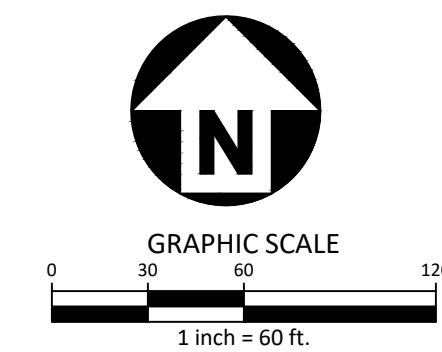
PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	2024-06-06 SPEC22509-PLANNING SHEETS.DWG
CHECKED BY	RR
DRAWN BY	MB
SCALE	40 SCALE
DATE	11.25.2024

SHEET

CONCEPT PLAN

PL.05



1. ALL RETAINING/DETAILING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. RETAINING WALLS 4' AND ABOVE (INCLUDING FOOTING) REQUIRE A SEPARATE PERMIT.
3. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL
4. ALL X-LOTS ARE UNBUILDABLE AND SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA
5. ALL GROUND FLOOR HVAC SHALL BE SCREENED FROM VIEW.
6. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE CREENED FROM VIEW.
7. DUMPSTER SCREENING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING IN WHICH IS SERVES.
8. DUMPSTER SCREENING WALLS REQUIRE A SEPARATE BUILDING PERMIT.
9. 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 UNLESS A COMPREHENSIVE SIGN PACKAGE FOR A SPECIFIC SIGN WAS INCLUDED IN THE APPROVED PD.
10. ALL PERPENDICULAR OR ANGLED PARKING SPACES ARE TO BE A MINIMUM OF 9' X 17.5'.
11. NO LUMINARIE SHALL BE LOCATED WITHIN THE COMPATIBILITY BUFFER AREA

Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
8.01	3,175	Retail	N/A	1-Level	1 Space Per 250 SF	13	14
8.02	4,885	Retail	N/A	1-Level	1 Space Per 250 SF	20	21
8.03	3,750	Retail	N/A	1-Level	1 Space Per 250 SF	15	16
8.04	3,750	Retail	N/A	1-Level	1 Space Per 250 SF	15	16
8.05	37,500	Retail	N/A	1-Level	1 Space Per 250 SF	150	152
8.06	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	87
8.07	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	89
8.08	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	84
8.09	6,000	Restaurant	N/A	1-Level	1 Space Per 75 SF	80	84
8.10	6,000	Restaurant	N/A	1-Level	1 Space Per 75 SF	80	84
8.11	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	89
8.12	6,650	Restaurant	N/A	1-Level	1 Space Per 75 SF	89	89
Total:	96,910				Total:	798	825
* Total Parking Provided Includes ADA Spaces							

The diagram shows two blocks, Block A and Block B, with their respective lot dimensions and street frontages.

Block A: Located at the top, it is bounded by R.O.W. (50') on the top and R.O.W. (60') on the left. It contains four lots. The dimensions are as follows:

- Lot 1 (top left): 17' RYSE, 33.30', 10.5', 2' RYSE.
- Lot 2 (top right): 17' RYSE, 33.30', 23.0', 2' RYSE.
- Lot 3 (bottom left): 33.5', 90.0', 10.5', 2' RYSE.
- Lot 4 (bottom right): 23.0', 90.0', 2' RYSE.

Block B: Located at the bottom, it is bounded by R.O.W. (60') on the left and (30') P.V.M.T. on the bottom. It contains four lots. The dimensions are as follows:

- Lot 1 (top left): 20' RYSE, 88.50', 9.50', 10' FYSE.
- Lot 2 (top right): 20' RYSE, 88.50', 9.50', 10' FYSE.
- Lot 3 (bottom left): 90.0', 23.0', 10' FYSE.
- Lot 4 (bottom right): 23.0', 90.0', 10' FYSE.

The map shows two blocks, Block A and Block B, separated by an alley. Block A is at the top, Block B is at the bottom, and the alley is in the middle. The map shows lot dimensions, street frontages, and easements.

Block A: A rectangular block with a total width of 100.0' and a total depth of 50.0'. It is divided into four lots, each 25.0' wide and 50.0' deep. The lots are numbered 11, 12, 13, and 14. The frontage on the north side is 100.0' and the frontage on the south side is 100.0'. The alley is 17.0' wide and runs along the east side of Block A.

Block B: A rectangular block with a total width of 100.0' and a total depth of 50.0'. It is divided into four lots, each 25.0' wide and 50.0' deep. The lots are numbered 15, 16, 17, and 18. The frontage on the north side is 100.0' and the frontage on the south side is 100.0'. The alley is 17.0' wide and runs along the west side of Block B.

Alley (17) R.O.W.: A 17.0' wide alley runs between Block A and Block B. It is labeled "ALLEY (17) R.O.W." and "30' P.V.M.T." on the south side.

Dimensions and Easements: The map shows various dimensions and easements, including 10.0', 20.0', 22.0', 50.0', 10' RY/SB, 20' RY/SB, 10' P.V.M.T., and 30' P.V.M.T.



McADAMS

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

www.mcadamsco.com

85 AND 71 AVALON HOLDINGS, LLC
207 W. HICKORY ST.
DENTON, TEXAS 76201
MR. ERIC SCHMITZ
(972) 567-6754

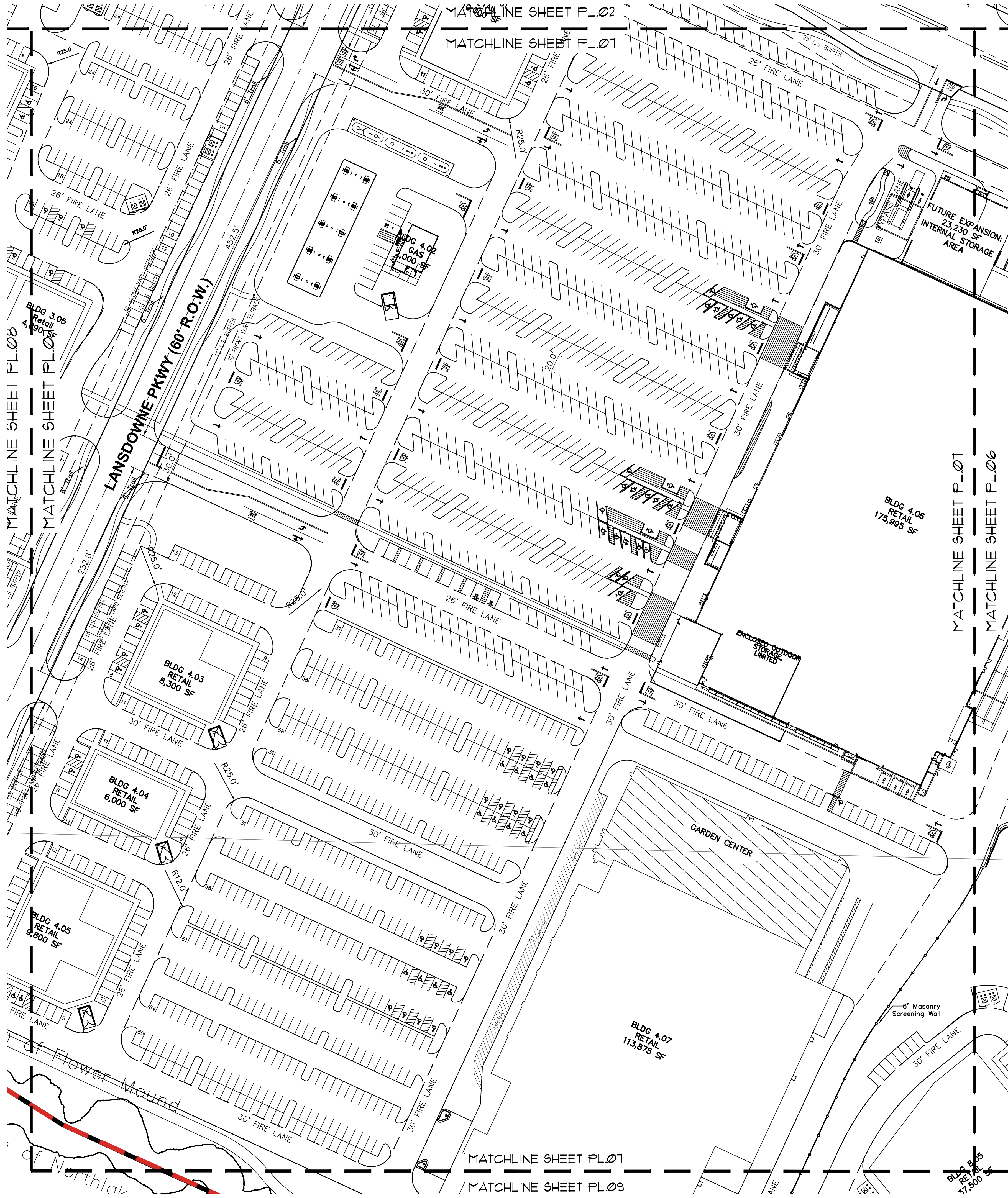
MONARCH
EXHIBIT C-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226

NO.	DATE	DESCRIPTION
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PROJECT NO.	SPEC22509
FILENAME	2024-06-06 SPEC22509-PLANNING SHEETS.DWG
CHECKED BY	RR
DRAWN BY	MB
SCALE	60 SCALE
DATE	11.25.2024

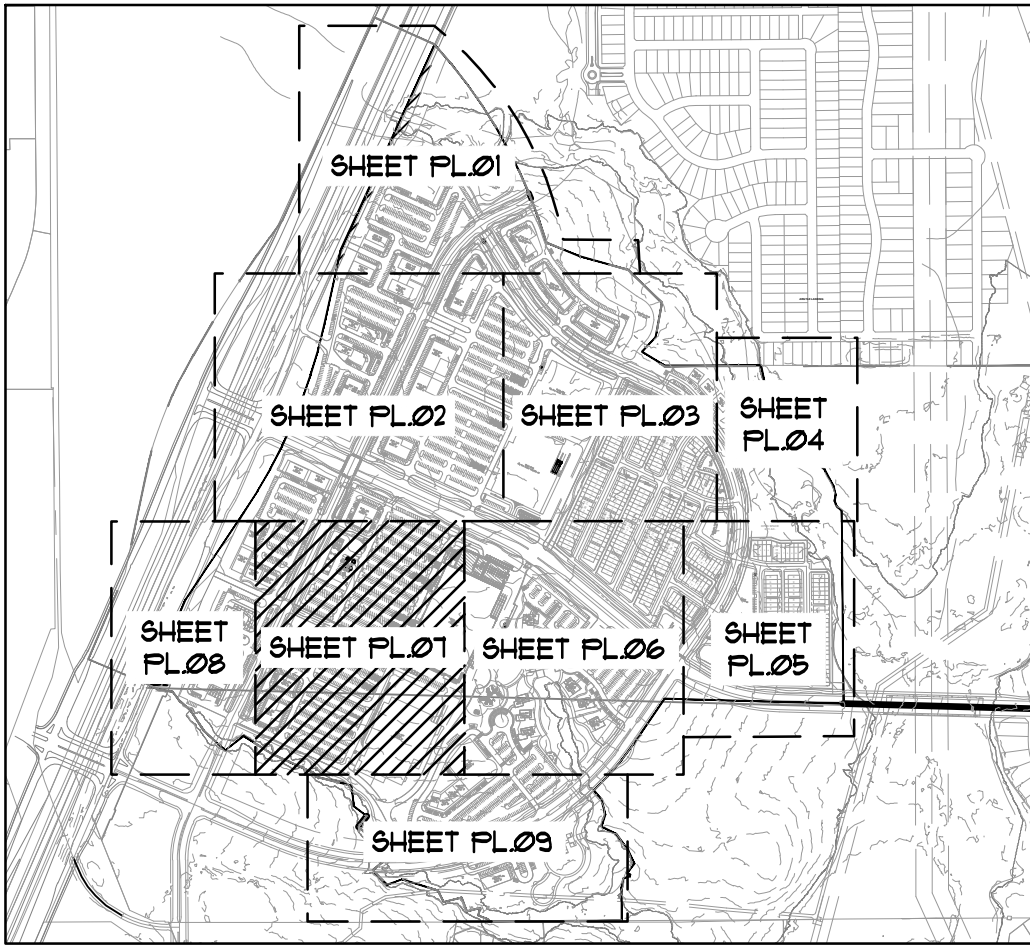
PL.06

K:\Projects\SPEC\SPEC 2023\SPEC22509 Monarch\04-Production\Planning\CAD\Planning Working Files\2024-06-06 SPEC22509 PLANNING SHEETS.dwg, 11/21/2024 1:30:21 PM, Maria Brewer



GENERAL NOTES

1. ALL RETAINING/DETAILING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. RETAINING WALLS 4' AND ABOVE (INCLUDING FOOTING) REQUIRE A SEPARATE PERMIT.
3. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL
4. ALL X-LOTS ARE UNBUILDABLE AND SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA
5. ALL GROUND FLOOR HVAC SHALL BE SCREENED FROM VIEW.
6. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE CREENED FROM VIEW.
7. DUMPSTER SCREENING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING IN WHICH IS SERVES.
8. DUMPSTER SCREENING WALLS REQUIRE A SEPARATE BUILDING PERMIT.
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10. ALL PERPENDICULAR OR ANGLED PARKING SPACES ARE TO BE A MINIMUM OF 9' X 17.5'.
11. NO LUMINARIE SHALL BE LOCATED WITHIN THE COMPATIBILITY BUFFER AREA



CONTEXT MAP SCALE - 1:1,000

Block 400 Building Data Summary Table							
Building Summary				Parking Summary			
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
4.01	10,000	Retail	N/A	1-Level	1 Space Per 250 SF	40	45
4.02	2,000	GAS	N/A	1-Level	1 Space Per 250 SF	8	18
4.03	8,300	Retail	N/A	1-Level	1 Space Per 250 SF	33	37
4.04	6,000	Retail	N/A	1-Level	1 Space Per 250 SF	24	28
4.05	9,800	Retail	N/A	1-Level	1 Space Per 250 SF	39	41
4.06	150,750	Big Box Retail	N/A	1-Level	1 Space Per 250 SF	603	704
4.06	50,250	Indoor Storage	N/A	1-Level	1 Space Per 1,000 SF	50	50
4.07	113,875	Big Box Retail	N/A	1-Level	1 Space Per 250 SF	456	580
Total:	350,975					Total: 1253	1503

*Total Parking Provided Includes ADA Spaces



McADAMS

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

phone 972. 436. 9712
fax 972. 436. 9715

TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

85 AND 71 AVALON HOLDINGS, LLC
207 W. HICKORY ST.
DENTON, TEXAS 76201
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MONARCH
EXHIBIT C-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226

REVISIONS

NO. DATE DESCRIPTION

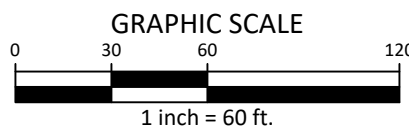
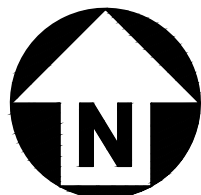
PLAN INFORMATION

PROJECT NO. SPEC22509
FILENAME 2024-06-06 SPEC22509 PLANNING SHEETS.DWG
CHECKED BY RR
DRAWN BY MB
SCALE 60 SCALE
DATE 11.25.2024

SHEET

CONCEPT PLAN

PL.07



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



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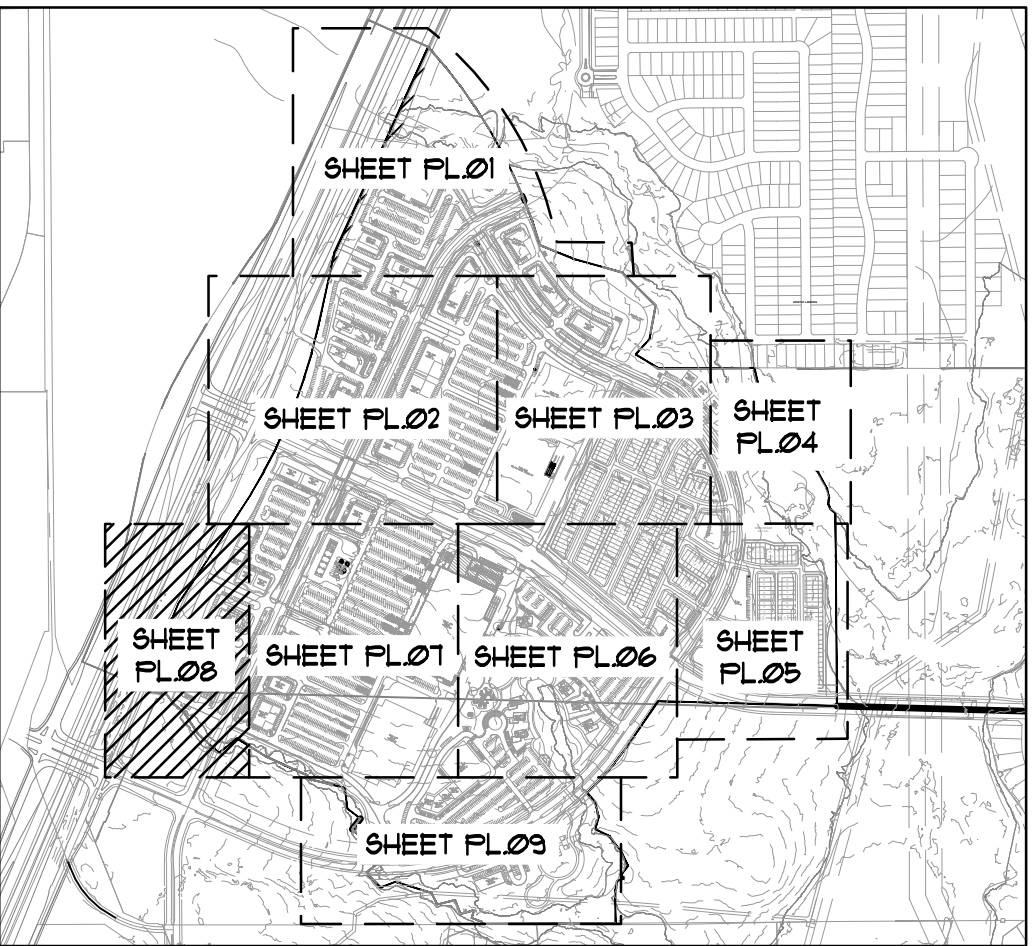
phone 972. 436. 9712
fax 972. 436. 9715

BPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

5 AND 71 AVALON HOLDINGS, LLC
07 W. HICKORY ST.
DENTON, TEXAS 76201
MR. ERIC SCHMITZ
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CONTEXT MAP

SCALE - 1:1,000

GENERAL NOTES

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11. NO LUMINARIE SHALL BE LOCATED WITHIN THE COMPATIBILITY BUFFER AREA

Block 300 Building Data Summary Table

Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
3.01	6,300	Restaurant	N/A	1-Level	1 Space per 75 SF	84	96
3.02	6,300	Restaurant	N/A	1-Level	1 Space per 75 SF	84	96
3.03	7,800	Retail	N/A	1-Level	1 Space per 250 SF	32	35
3.04	4,890	Retail	N/A	1-Level	1 Space per 250 SF	20	23
3.05	4,890	Retail	N/A	1-Level	1 Space per 250 SF	20	23
3.06	7,500	Retail	N/A	1-Level	1 Space per 250 SF	30	40
3.07	3,300	QSR	N/A	1-Level	1 Space per 75 SF	44	50
3.08	3,300	QSR	N/A	1-Level	1 Space per 75 SF	44	50
3.09	5,000	Retail	N/A	1-Level	1 Space per 250 SF	20	23
Total:	49,280				Total:	378	436

* Total Parking Provided Includes ADA Spaces

* Total Parking Provided Includes ADA Spaces

REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	2024-06-06 SPEC22509-PLANNING SHEETS.DWG
CHECKED BY	RR
DRAWN BY	MB
SCALE	60 SCALE
DATE	11.25.2024

SHEET

CONCEPT PLAN

PL.08

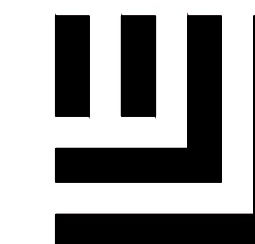


GRAPHIC SCALE

0 30 60 120

1 inch = 60 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



McADAMS

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

phone 972. 436. 9712
fax 972. 436. 9715

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CLIENT

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MONARCH
EXHIBIT C-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226

REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	2024-06-06 SPEC22509-PLANNING SHEETS.DWG
CHECKED BY	RR
DRAWN BY	MB
SCALE	60 SCALE
DATE	11.25.2024

SHEET

CONCEPT PLAN

PL.09

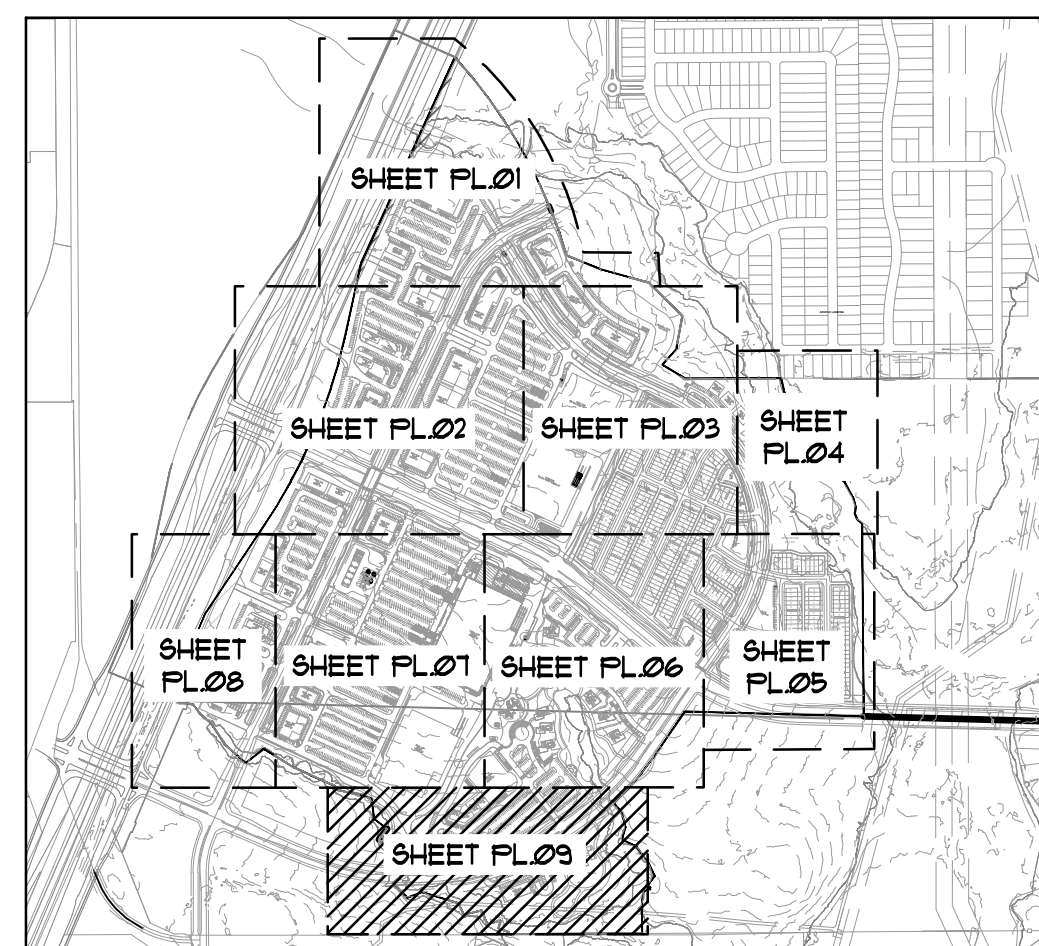
GENERAL NOTES

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11. NO LUMINARIE SHALL BE LOCATED WITHIN THE COMPATIBILITY BUFFER AREA

Block 800 Building Data Summary Table

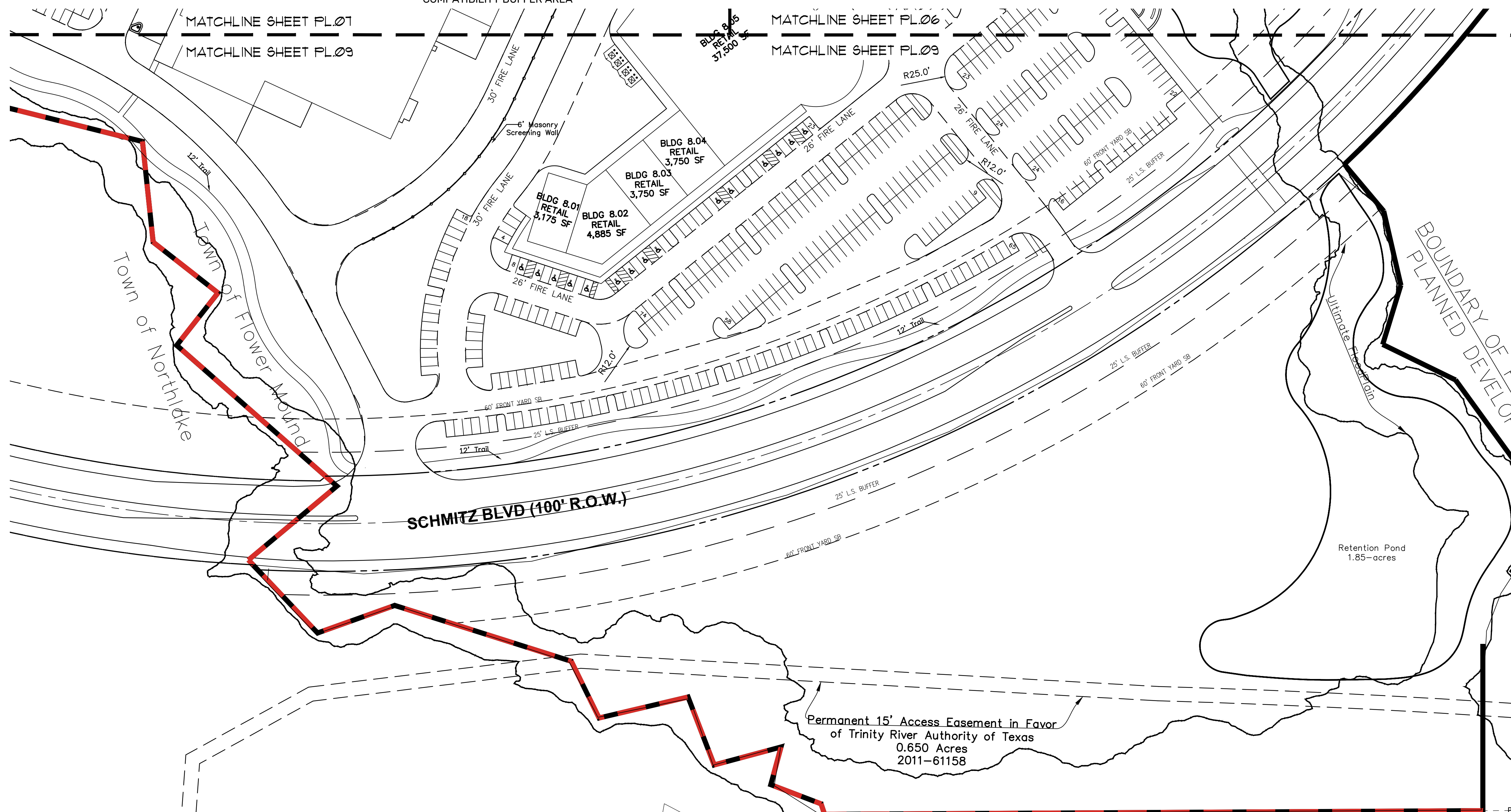
Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
8.01	3,175	Retail	N/A	1-Level	1 Space Per 250 SF	13	14
8.02	4,885	Retail	N/A	1-Level	1 Space Per 250 SF	20	21
8.03	3,750	Retail	N/A	1-Level	1 Space Per 250 SF	15	16
8.04	3,750	Retail	N/A	1-Level	1 Space Per 250 SF	15	16
8.05	37,500	Retail	N/A	1-Level	1 Space Per 250 SF	150	152
8.06	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	87
8.07	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	89
8.08	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	84
8.09	6,000	Restaurant	N/A	1-Level	1 Space Per 75 SF	80	84
8.10	6,000	Restaurant	N/A	1-Level	1 Space Per 75 SF	80	84
8.11	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	89
8.12	6,650	Restaurant	N/A	1-Level	1 Space Per 75 SF	89	89
Total:	96,910				Total:	798	825

*Total Parking Provided Includes ADA Spaces



CONTEXT MAP

SCALE - 1:1,000



— PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

M:\Project\SPEC\SPEC 2023\SPEC22509 Monarch\04-Production\Planning and L&E\Public\Planning\CAD\Planning Working Files\3024-06-06 SPEC22509 PLANNING SHEETS.dwg, 11/21/2024 1:27:38 PM, Maria Brewer

Block 100 Building Data Summary Table							
Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
1.01	6,000	Restaurant	N/A	1-Level	1 space per 75 SF	80	100
1.02	6,000	Restaurant	N/A	1- Level	1 space per 75 SF	80	100
1.03	34,000	Retail	N/A	1-Level	1 Space per 250 SF	136	155
Total:	46,000				Total:	296	355
* Total Parking Provided Includes ADA Spaces							

Block 200 Building Data Summary Table							
Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
2.01	7,100	Restaurant	N/A	1-Level	1 Space per 75 SF	95	106
2.02	7,100	Restaurant	N/A	1-Level	1 Space per 75 SF	95	106
2.03	3,300	QSR	N/A	1-Level	1 Space per 75 SF	44	50
2.04	3,300	QSR	N/A	1-Level	1 Space per 75 SF	44	50
2.05	9,000	Retail	N/A	1-Level	1 Space per 250 SF	36	48
	6,900	Restaurant	N/A	1-Level	1 Space per 75 SF	92	111
Total:	36,700				Total:	405	471
* Total Parking Provided Includes ADA Spaces							

Block 300 Building Data Summary Table							
Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
3.01	6,300	Restaurant	N/A	1-Level	1 Space per 75 SF	84	96
3.02	6,300	Restaurant	N/A	1-Level	1 Space per 75 SF	84	96
3.03	7,800	Retail	N/A	1-Level	1 Space per 250 SF	32	35
3.04	4,890	Retail	N/A	1-Level	1 Space per 250 SF	20	23
3.05	4,890	Retail	N/A	1-Level	1 Space per 250 SF	20	23
3.06	7,500	Retail	N/A	1-Level	1 Space per 250 SF	30	40
3.07	3,300	QSR	N/A	1-Level	1 Space per 75 SF	44	50
3.08	3,300	QSR	N/A	1-Level	1 Space per 75 SF	44	50
3.09	5,000	Retail	N/A	1-Level	1 Space per 250 SF	20	23
Total:	49,280				Total:	378	436
* Total Parking Provided Includes ADA Spaces							

Block 400 Building Data Summary Table							
Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
4.01	10,000	Retail	N/A	1-Level	1 Space Per 250 SF	40	45
4.02	2,000	GAS	N/A	1-Level	1 Space Per 250 SF	8	18
4.03	8,300	Retail	N/A	1-Level	1 Space Per 250 SF	33	37
4.04	6,000	Retail	N/A	1-Level	1 Space Per 250 SF	24	28
4.05	9,800	Retail	N/A	1-Level	1 Space Per 250 SF	39	41
4.06	150,750	Big Box Retail	N/A	1-Level	1 Space Per 250 SF	603	704
4.06	50,250	Indoor Storage	N/A	1-Level	1 Space Per 1,000 SF	50	50
4.07	113,875	Big Box Retail	N/A	1-Level	1 Space Per 250 SF	456	580
Total:	350,975				Total:	1253	1503
* Total Parking Provided Includes ADA Spaces							

Block 500 Building Data Summary Table							
Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
5.01	9,900	Retail	N/A	1-Level	1 Space Per 250 SF	40	51
5.02	14,650	Retail	N/A	1-Level	1 Space Per 250 SF	59	74
5.03	14,650	Retail	N/A	1-Level	1 Space Per 250 SF	59	74
5.04	17,545	Retail	N/A	1-Level	1 Space Per 250 SF	71	87
5.05	104,000	Big Box Retail	N/A	1-Level	1 Space Per 250 SF	416	493
5.06	78,600	Big Box Retail	N/A	1-Level	1 Space Per 250 SF	315	373
Total:	239,345				Total:	960	1152
* Total Parking Provided Includes ADA Spaces							

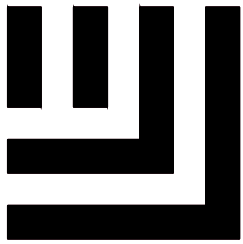
Block 600 Building Data Summary Table							
Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
6.01	5,100	Retail	N/A	1-Level	1 Space Per 250 SF	21	25
	5,100	Restaurant	N/A	1-Level	1 Space Per 75 SF	68	85
6.02	6,000	Retail	N/A	1-Level	1 Space Per 250 SF	24	28
	6,000	Restaurant	N/A	1-Level	1 Space Per 75 SF	80	94
6.03	10,200	Retail	N/A	1-Level	1 Space Per 250 SF	41	48
Total:	32,400		N/A		Total:	234	280
* Total Parking Provided Includes ADA Spaces							

Block 700 Building Data Summary Table							
Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
7.01	3,600	Office	N/A	1-Level	1 Space Per 200 SF	18	15
7.02	5,000	Office	N/A	1-Level	1 Space Per 200 SF	25	20
7.03	5,000	Office	N/A	1-Level	1 Space Per 200 SF	25	20
Total:	13,600				Total:	68	55
* Total Parking Provided Includes ADA Spaces							

Block 800 Building Data Summary Table							
Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Parking Provided
8.01	3,175	Retail	N/A	1-Level	1 Space Per 250 SF	13	14
8.02	4,885	Retail	N/A	1-Level	1 Space Per 250 SF	20	21
8.03	3,750	Retail	N/A	1-Level	1 Space Per 250 SF	15	16
8.04	3,750	Retail	N/A	1-Level	1 Space Per 250 SF	15	16
8.05	37,500	Retail	N/A	1-Level	1 Space Per 250 SF	150	152
8.06	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	87
8.07	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	89
8.08	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	84
8.09	6,000	Restaurant	N/A	1-Level	1 Space Per 75 SF	80	84
8.10	6,000	Restaurant	N/A	1-Level	1 Space Per 75 SF	80	84
8.11	6,300	Restaurant	N/A	1-Level	1 Space Per 75 SF	84	89
8.12	6,650	Restaurant	N/A	1-Level	1 Space Per 75 SF	89	89
Total:	96,910				Total:	798	825
* Total Parking Provided Includes ADA Spaces							

Master Plan Features	
Existing Zoning	(IH) Interim Holding / PD-98
Proposed Zoning	CC/ SF-A
Land Use Plan	Denton Creek Area Plan
Specific Plan	Denton Creek District
Urban Design Plan	Denton Creek District
Parks and Trails	12' Multiuse Trail & Bicycle Trail
Throughfare Plan	Urban Minor Arterial w/Bike Lane - Denton Creek & Mulkey Road

LAND USE SUMMARY CHART							
	Existing Zoning	Monarch Commercial		Monarch Residential			
	Interim Holding	Campus Commercial Current Standards	Campus Commercial Proposed Standards	SF-Attached Current Standards	SF-Attached Proposed Standards	SF - 5 Current Standards	Dwelling, Detached Proposed
Min Lot Area	None	None	None	5,000 sq ft	1,800 sq ft	5,000 sq ft	3,000 sq ft
Min Lot Width		None	None	20 ft	22 ft	50 ft	30 ft
Min Floor Area		None	None	1,100 sq ft	1,100 sq ft	1,500 sq ft	1,100 sq ft
Min Front Yard		60 ft Major Thoroughfares / 30 ft w/o parking or 60 ft on other roads	60 ft with parking / 30 ft w/o parking	25 ft	10 ft	20 ft	10 ft
Min Side Yard		None	None	0 ft	0 ft	5 ft	0 ft and 5 ft
Min Rear Yard		15 ft	See PD Standards	10 ft	20 ft	20 ft	20 ft
Max Lot Coverage		50 percent	None	40 percent	80 percent	55 percent	65 percent
Max Height (Stories/Ft)		10 / 120 ft	10 / 120 ft	3 / 35 ft	3 / 35 ft	3 / 35 ft	3 / 35 ft
Max Floor Area Ratio		1 to 1	1 to 1	None	None	None	None



McADAMS

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

phone 972. 436. 9712
fax 972. 436. 9715

TBPE: 19762.TBPLS: 10194440

www.mcadamsco.com

CLIENT

85 AND 71 AVALON HOLDINGS, LLC
207 W. HICKORY ST.
DENTON, TEXAS 76201
MR. ERIC SCHMITZ
(972) 567-6754

MONARCH
EXHIBIT C-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226

REVISIONS

NO. DATE DESCRIPTION

PLAN INFORMATION

PROJECT NO. SPEC22509
FILENAME 2024-06-06 SPEC22509 PLANNING SHEETS.DWG
CHECKED BY RR
DRAWN BY MB
SCALE
DATE 11.25.2024

SHEET

CONCEPT PLAN

PL.10

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LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	A	4,440	0.10
2	A	1,980	0.05
3	A	1,980	0.05
4	A	2,475	0.06
5	A	2,475	0.06
6	A	1,980	0.05
7	A	1,980	0.05
8	A	2,475	0.06
9	A	2,475	0.06
10	A	1,980	0.05
11	A	2,025	0.05
12	A	2,025	0.05
13	A	1,980	0.05
14	A	1,980	0.05
15	A	2,475	0.06
16	A	2,475	0.06
17	A	1,980	0.05
18	A	1,980	0.05
19	A	1,980	0.05
20	A	2,463	0.06
21X	A	2,218	0.05
Total:		47,821	1.17

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	B	2,463	0.06
2	B	1,980	0.05
3	B	2,475	0.06
4	B	2,475	0.06
5	B	1,980	0.05
6	B	1,980	0.05
7	B	2,475	0.06
8	B	2,475	0.06
9	B	1,980	0.05
10	B	1,980	0.05
11	B	2,475	0.06
12	B	2,475	0.06
13	B	1,980	0.05
14	B	2,529	0.06
Total:		31,722	0.78

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	C	3,750	0.09
2	C	1,980	0.05
3	C	1,980	0.05
4	C	2,475	0.06
5	C	2,475	0.06
6	C	1,980	0.05
7	C	1,980	0.05
8	C	2,475	0.06
9	C	2,475	0.06
10	C	1,980	0.05
11	C	1,980	0.05
12	C	2,025	0.05
13	C	2,025	0.05
14	C	1,980	0.05
15	C	1,980	0.05
16	C	2,475	0.06
17	C	2,475	0.06
18	C	1,980	0.05
19	C	1,980	0.05
20	C	2,880	0.07
21X	C	2,509	0.06
Total:		47,839	1.18

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	D	2,880	0.07
2	D	1,980	0.05
3	D	1,980	0.05
4	D	2,475	0.06
5	D	2,475	0.06
6	D	1,980	0.05
7	D	1,980	0.05
8	D	2,475	0.06
9	D	2,475	0.06
10	D	1,980	0.05
11	D	1,980	0.05
12	D	1,980	0.05
13	D	2,475	0.06
Total:		29,115	0.72

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	E	3,510	0.08
2	E	1,980	0.05
3	E	2,475	0.06
4	E	2,475	0.06
5	E	1,980	0.05
6	E	2,475	0.06
7	E	2,475	0.06
8	E	1,980	0.05
9	E	2,475	0.06
10	E	2,475	0.06
11	E	1,980	0.05
12	E	1,980	0.05
13	E	2,025	0.05
14	E	2,025	0.05
15	E	1,980	0.05
16	E	1,980	0.05
17	E	2,475	0.06
18	E	2,475	0.06
19	E	1,980	0.05
20	E	1,980	0.05
21	E	2,880	0.07
22X	E	2,342	0.05
Total:		50,402	1.23

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	F	2,880	0.07
2	F	1,980	0.05
3	F	1,980	0.05
4	F	2,475	0.06
5	F	2,475	0.06
6	F	1,980	0.05
7	F	1,980	0.05
8	F	2,475	0.06
9	F	2,475	0.06
10	F	1,980	0.05
11	F	1,991	0.05
12	F	2,081	0.05
13X	F	3,476	0.08
Total:		30,228	0.74

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	G	3,750	0.10
2	G	1,980	0.05
3	G	1,980	0.05
4	G	1,980	0.05
5	G	2,475	0.06
6	G	2,475	0.06
7	G	1,980	0.05
8	G	1,980	0.05
9	G	1,980	0.05
10	G	2,475	0.06
11	G	2,475	0.06
12	G	1,980	0.05
13	G	1,980	0.05
14	G	1,980	0.05
15	G	2,025	0.05
16	G	2,025	0.05
17	G	1,980	0.05
18	G	1,980	0.05
19	G	2,475	0.06
20	G	2,475	0.06
21	G	1,980	0.05
22	G	1,980	0.05
23	G	2,880	0.07
24X	G	2,486	0.06
Total:		53,756	1.34

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	H	2,880	0.07
2	H	1,980	0.05
3	H	1,980	0.05
4	H	1,980	0.05
5	H	2,475	0.06
6	H	2,475	0.06
7	H	1,980	0.05
8	H	1,980	0.05
9	H	1,980	0.05
10	H	4,066	0.09
Total:		23,776	0.58

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	I	3,510	0.08
2	I	1,980	0.05
3	I	1,980	0.05
4	I	1,980	0.05
5	I	2,475	0.06
6	I	2,475	0.06
7	I	1,980	0.05
8	I	2,475	0.06
9	I	2,475	0.06
10	I	1,980	0.05
11	I	1,980	0.05
12	I	2,475	0.06
13	I	2,475	0.06
14	I	1,980	0.05
15	I	1,980	0.05
16	I	2,025	0.05
17	I	2,025	0.05
18	I	1,980	0.05
19	I	1,980	0.05
20	I	2,475	0.06
21	I	2,475	0.06
22	I	1,980	0.05
23	I	1,980	0.05
24	I	2,880	0.07
25X	I	2,319	0.05
Total:		56,319	1.38

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	J	2,094	0.05
2	J	2,047	0.05
3	J	2,559	0.06
4	J	2,559	0.06
5	J	2,047	0.05
6	J	2,547	0.06
Total:		13,853	0.33

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	K	2,046	0.05
2	K	1,981	0.05
3	K	2,475	0.06
4	K	2,475	0.06
5	K	1,980	0.05
6	K	1,980	0.05
7	K	2,473	0.06
Total:		15,410	0.38

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	L	2,160	0.05
2	L	2,112	0.05
3	L	2,640	0.06
4	L	2,646	0.06
5	L	2,152	0.05
6	L	2,224	0.05
7	L	2,384	0.05
Total:		16,318	0.37

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	M	2,880	0.07
2	M	1,985	0.05
3	M	2,018	0.05
4	M	2,618	0.06
5	M	2,776	0.06
6	M	2,364	0.05
7	M	2,596	0.06
Total:		17,237	0.40

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	N	3,039	0.07
2	N	2,260	0.05
3	N	2,352	0.05
4	N	3,005	0.07
5	N	2,987	0.07
6	N	2,320	0.05
7	N	2,213	0.05
8	N	2,100	0.05
9	N	2,024	0.05
10	N	2,090	0.06
11	N	3,040	0.07
Total:		27,430	0.64

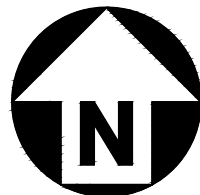
LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	O	2,475	0.06
2	O	1,980	0.05
3	O	1,980	0.05
4	O	1,980	0.05
5	O	2,475	0.06
6	O	2,475	0.06
7	O	1,980	0.05
8	O	1,980	0.05
9	O	1,980	0.05
10	O	1,980	0.05
11	O	2,475	0.06
12	O	2,475	0.06
13	O	1,980	0.05
14	O	1,980	0.05
15	O	1,980	0.05
16	O	1,980	0.05
17	O	2,475	0.06
18	O	2,475	0.06
19	O	1,980	0.05
20	O	1,980	0.05
21	O	1,980	0.05
22	O	1,980	0.05
23	O	1,980	0.05
24	O	2,830	0.06
Total:		51,835	1.28

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	P	2,475	0.06
2	P	1,980	0.05
3	P	1,980	0.05
4	P	1,980	0.05
5	P	2,475	0.06
6	P	2,475	0.06
7	P	1,980	0.05
8	P	1,980	0.05
9	P	1,980	0.05
10	P	1,980	0.05
11	P	2,475	0.06
12	P	2,475	0.06
13	P	1,980	0.05
14	P	1,980	0.05
15	P	1,980	0.05
16	P	1,980	0.05
17	P	2,475	0.06
18	P	2,475	0.06
19	P	1,980	0.05
20	P	1,980	0.05
21	P	1,980	0.05
22	P	3,858	0.09
Total:		48,903	1.21

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	Q	3,007	0.07
2	Q	2,008	0.05
3	Q	1,983	0.05
4	Q	1,980	0.05
5	Q	2,475	0.06
6	Q	2,475	0.06
7	Q	1,980	0.05
8	Q	1,980	0.05
9	Q	1,980	0.05
10	Q	1,980	0.05
11	Q	2,475	0.06
12	Q	2,475	0.06
13	Q	1,980	0.05
14	Q	1,980	0.05
15	Q	1,980	0.05
16	Q	1,980	0.05
17	Q	2,475	0.06
18	Q	2,475	0.06
19	Q	1,980	0.05
20	Q	1,980	0.05
21	Q	1,980	0.05
22	Q	3,848	0.09
Total:		49,456	1.22

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	R	2,276	0.05
2	R	2,189	0.05
3	R	2,188	0.05
4	R	2,224	0.05
5	R	2,885	0.07
6	R	3,071	0.07
7	R	2,627	0.06
8	R	4,615	0.11
Total:		22,075	0.51

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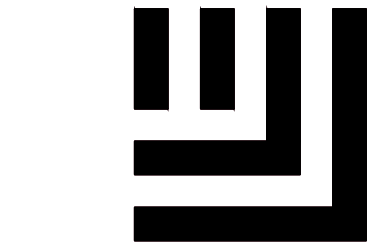
GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
MONARCH

STREET BUFFER WIDTH			
STANDARD		REQUIRED	PROVIDED
STREET 'A'		25 FT.	25 FT.
SCHMITZ ST.		15 FT.	15 FT.
LANDSDOWNE ST.		15 FT.	15 FT.
DENTON CREEK BLVD.		25 FT.	25 FT.
IH-35W FRONTAGE		25 FT.	25 FT.
COLLECTOR RD.		15 FT.	15 FT.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 L.F.	902 L.F. STREET 'A'	30 TREES (3" CAL.) EACH SIDE	31 TREES (3" CAL.) EACH SIDE
1 PER 30 L.F.	3,000 L.F. MULKEY RD.	100 TREES (3" CAL.) EACH SIDE	200 TREES (3" CAL.)
1 PER 30 L.F.	3,160 L.F. LANDSDOWNE ST.	106 TREES (3" CAL.) EACH SIDE	112 TREES (3" CAL.)
1 PER 30 L.F.	3,600 L.F. DENTON CREEK BLVD.	120 TREES (3" CAL.) EACH SIDE	240 TREES (3" CAL.)
1 PER 30 L.F.	3,092 L.F. IH-35W FRONTAGE	104 TREES (3" CAL.)	107 TREES (3" CAL.)
1 PER 30 L.F.	1,656 L.F. SCHMITZ BLVD.	55 TREES (3" CAL.)	55 TREES (3" CAL.)

STREET YARD TREES				
	STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
BLOCK 1.01-1.03	10 TREES + 1 TREE/2,500 S.F. AFTER 10,000 S.F.	94,443 S.F. OF STREET YARD	44 TREES (3" CAL.)	50 TREES (3" CAL.)
BLOCK 2.01-2.05	10 TREES + 1 TREE/2,500 S.F. AFTER 10,000 S.F.	111,408 S.F. OF STREET YARD	51 TREES (3" CAL.)	58 TREES (3" CAL.)
BLOCK 3.01-3.05	10 TREES + 1 TREE/2,500 S.F. AFTER 10,000 S.F.	72,296 S.F. OF STREET YARD	35 TREES (3" CAL.)	49 TREES (3" CAL.)
BLOCK 3.06-3.09	10 TREES + 1 TREE/2,500 S.F. AFTER 10,000 S.F.	70,737 S.F. OF STREET YARD	34 TREES (3" CAL.)	50 TREES (3" CAL.)
BLOCK 4.01-4.02, 4.06	50 TREES + 1 TREE/5,000 S.F. AFTER 110,000 S.F.	191,578 S.F. OF STREET YARD	66 TREES (3" CAL.)	68 TREES (3" CAL.)
BLOCK 4.03-4.05, 4.07	10 TREES + 1 TREE/2,500 S.F. AFTER 10,000 S.F.	56,205 S.F. OF STREET YARD	29 TREES (3" CAL.)	29 TREES (3" CAL.)
BLOCK 5.01-5.06	50 TREES + 1 TREE/5,000 S.F. AFTER 110,000 S.F.	354,507 S.F. OF STREET YARD	99 TREES (3" CAL.)	100 TREES (3" CAL.)
BLOCK 6.01-6.03	10 TREES + 1 TREE/2,500 S.F. AFTER 10,000 S.F.	84,300 S.F. OF STREET YARD	40 TREES (3" CAL.)	42 TREES (3" CAL.)
BLOCK 7.01-7.03	10 TREES + 1 TREE/2,500 S.F. AFTER 10,000 S.F.	22,713 S.F. OF STREET YARD	15 TREES (3" CAL.)	15 TREES (3" CAL.)
BLOCK 8.01-8.08	50 TREES + 1 TREE/5,000 S.F. AFTER 110,000 S.F.	114,826 S.F. OF STREET YARD	51 TREES (3" CAL.)	51 TREES (3" CAL.)
BLOCK 8.09-8.12	50 TREES + 1 TREE/5,000 S.F. AFTER 110,000 S.F.	245,874 S.F. OF STREET YARD	77 TREES (3" CAL.)	96 TREES (3" CAL.)
BLOCK 9.01	10 TREES + 1 TREE/2,500 S.F. AFTER 10,000 S.F.	15,200 S.F. OF STREET YARD	13 TREES (3" CAL.)	13 TREES (3" CAL.)
PARKING TREES				
	STANDARD	# OF PARKING SPACES	REQUIRED	PROVIDED
BLOCK 1.01-1.03	1 tree/10 SPACES	409 SPACES	41 TREES (3" CAL.)	46 TREES
BLOCK 2.01-2.05	1 tree/10 SPACES	455 SPACES	46 TREES (3" CAL.)	57 TREES
BLOCK 3.01-3.09	1 tree/10 SPACES	436 SPACES	44 TREES (3" CAL.)	67 TREES
BLOCK 4.01-4.07	1 tree/10 SPACES	1,507 SPACES	151 TREES (3" CAL.)	156 TREES
BLOCK 5.01-5.06	1 tree/10 SPACES	1,153 SPACES	115 TREES (3" CAL.)	136 TREES
BLOCK 6.01-6.03	1 tree/10 SPACES	275 SPACES	28 TREES (3" CAL.)	45 TREES
BLOCK 7.01-7.03	1 tree/10 SPACES	55 SPACES	6 TREES (3" CAL.)	10 TREES
BLOCK 8.01-8.12	1 tree/10 SPACES	836 SPACES	84 TREES (3" CAL.)	111 TREES
BLOCK 9.01	1 tree/10 SPACES	68 SPACES	7 TREES (3" CAL.)	11 TREES

**ALL PARKING SPACES TO BE LOCATED WITHIN 50 FT. OF PARKING LOT TREE.



McAdams

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

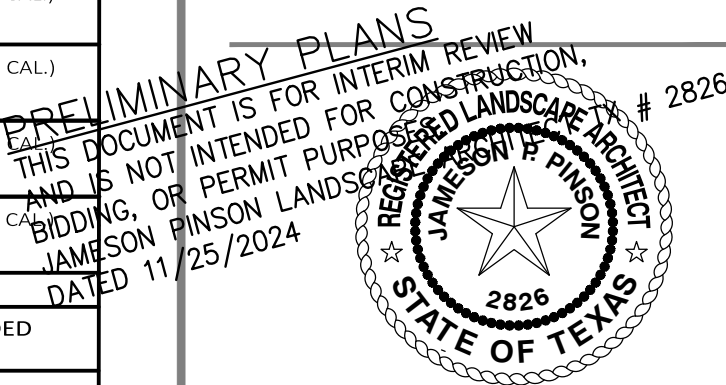
phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

85 AND 71 AVALON HOLDINGS, LLC
207 W. HICKORY ST.
DENTON, TEXAS 76201
(972) 567-6754
MR. ERIC SCHMITZ

MONARCH
EXHIBIT D-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226



REVISIONS

NO.	DATE	DESCRIPTION
	02-02-2024	2ND SUBMITTAL
	06-28-2024	3RD SUBMITTAL
	08-16-2024	4TH SUBMITTAL
	09-27-2024	5TH SUBMITTAL

PLAN INFORMATION

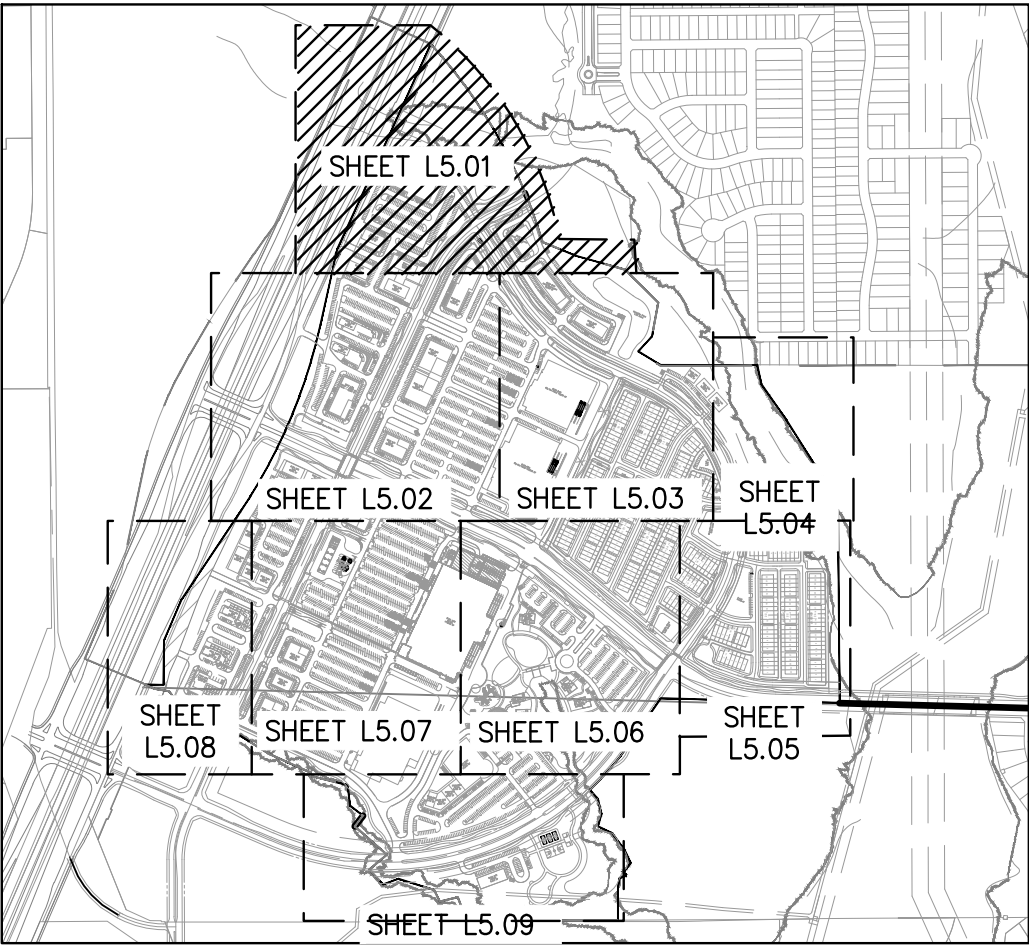
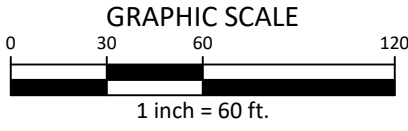
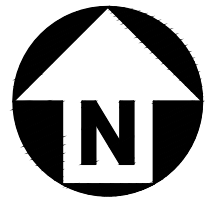
PROJECT NO. SPEC22509
FILENAME SPEC22509-L5.DWG
CHECKED BY VB
DRAWN BY PA
SCALE 200 SCALE
DATE 11.25.2024

SHEET

OVERALL LANDSCAPE
PLAN

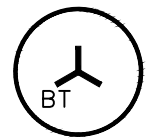
L5.00

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

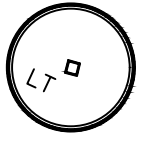


CONTEXT MAP SCALE - 1:1,000

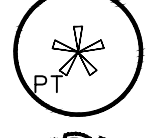
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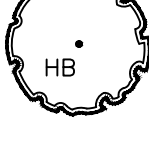
BUFFER TREE



LANDSCAPE TREE



PARKING TREE



HOMEBUILDER TREE

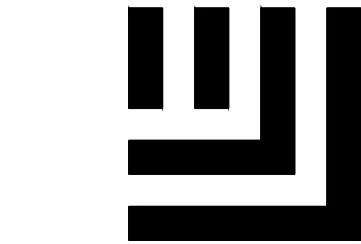
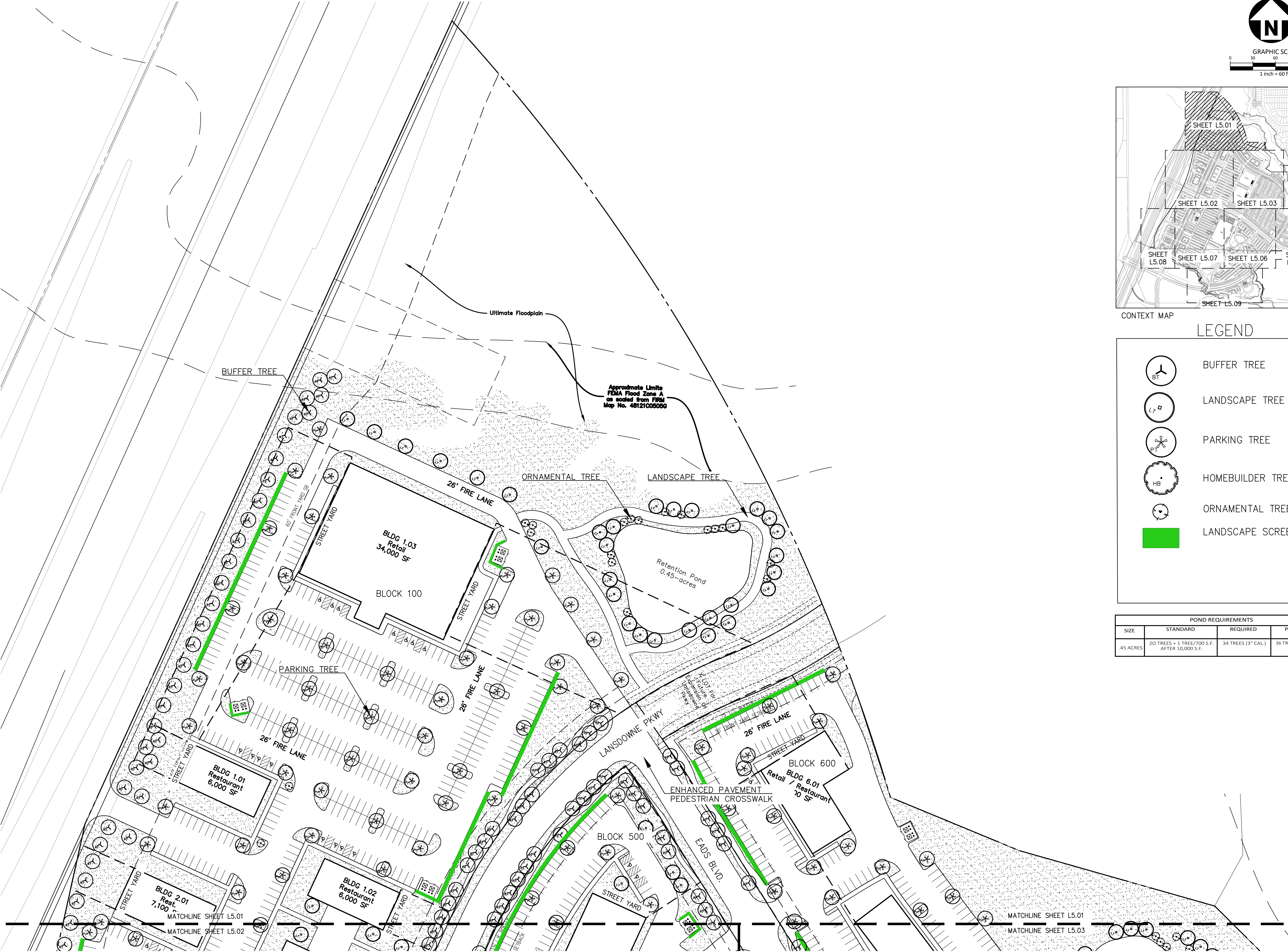


ORNAMENTAL TREE



LANDSCAPE SCREEN

POND REQUIREMENTS			
SIZE	STANDARD	REQUIRED	PROVIDED
45 ACRES	20 TREES + 1 TREE/700 S.F. AFTER 10,000 S.F.	34 TREES (3" CAL.)	36 TREES (3" CAL.)



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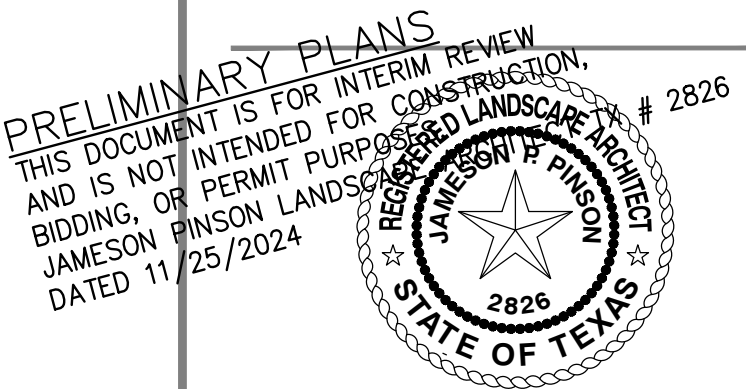
phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

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CLIENT

85 AND 71 AVALON HOLDINGS, LLC
207 W. HICKORY ST.
DENTON, TEXAS 76201
(972) 567-6754
MR. ERIC SCHMITZ

MONARCH
EXHIBIT D-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226



REVISIONS

NO.	DATE	DESCRIPTION
02	02-2024	2ND SUBMITTAL
06	28-2024	3RD SUBMITTAL
08	16-2024	4TH SUBMITTAL
09	27-2024	5TH SUBMITTAL

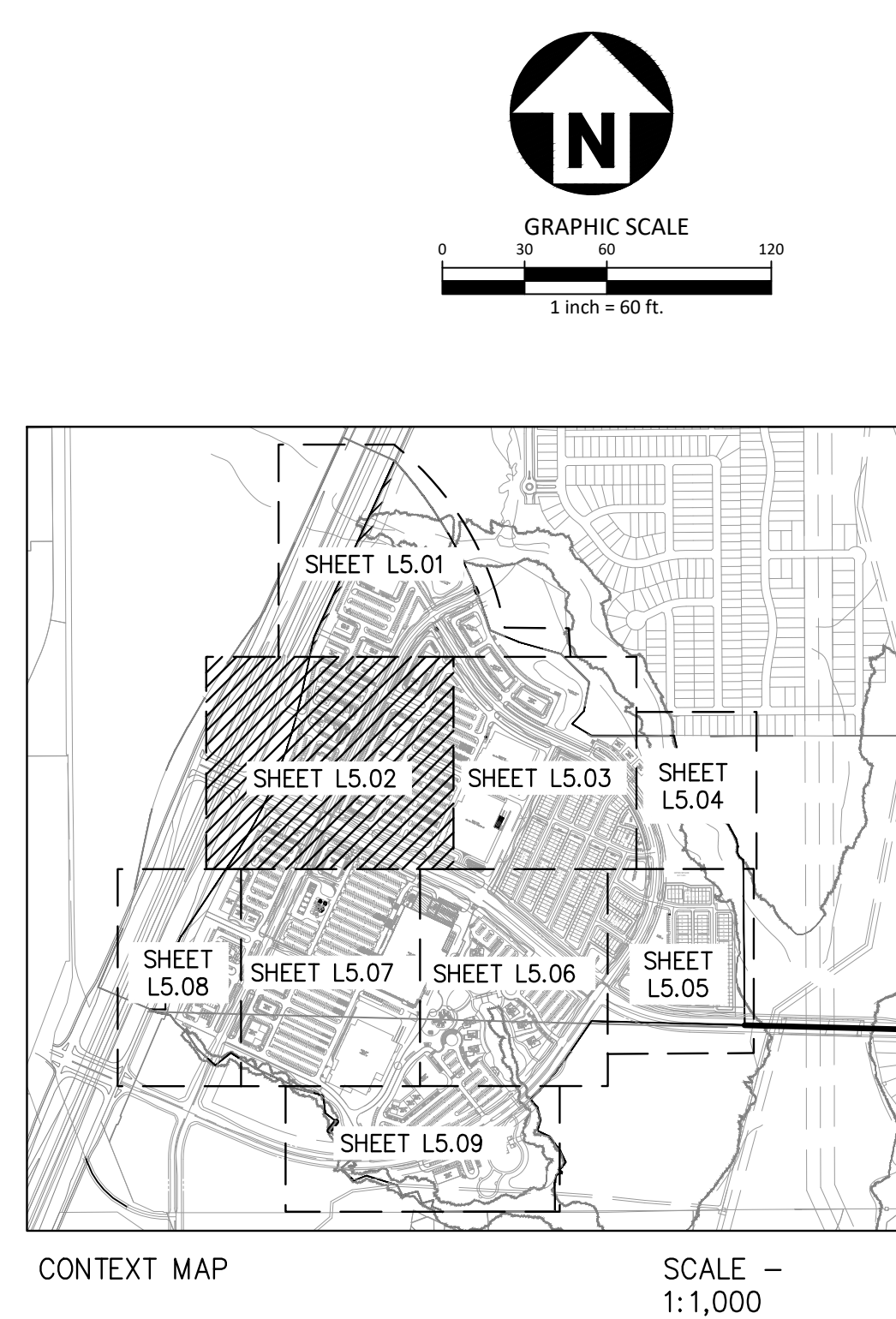
PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	SPEC22509-L5.DWG
CHECKED BY	VB
DRAWN BY	PA
SCALE	60 SCALE
DATE	11.25.2024

SHEET

LANDSCAPE PLAN

L5.01



	BUFFER TREE
	LANDSCAPE TREE
	PARKING TREE
	HOMEBUILDER TREE
	ORNAMENTAL TREE
	LANDSCAPE SCREEN

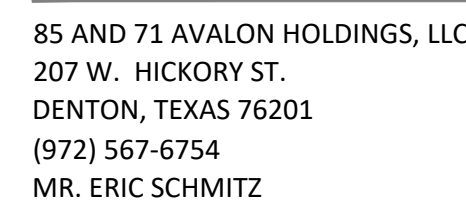
PRELIMINARY PLANS
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AND IS NOT INTENDED FOR CONSTRUCTION,
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JAMESON PINSON LANDSCAPE ARCHITECT, P.C. # 2826
DATED 11/25/2024



NO.	DATE	DESCRIPTION
	02-02-2024	2ND SUBMITTA
	06-28-2024	3RD SUBMITTA
	08-16-2024	4TH SUBMITTA
	09-27-2024	5TH SUBMITTA

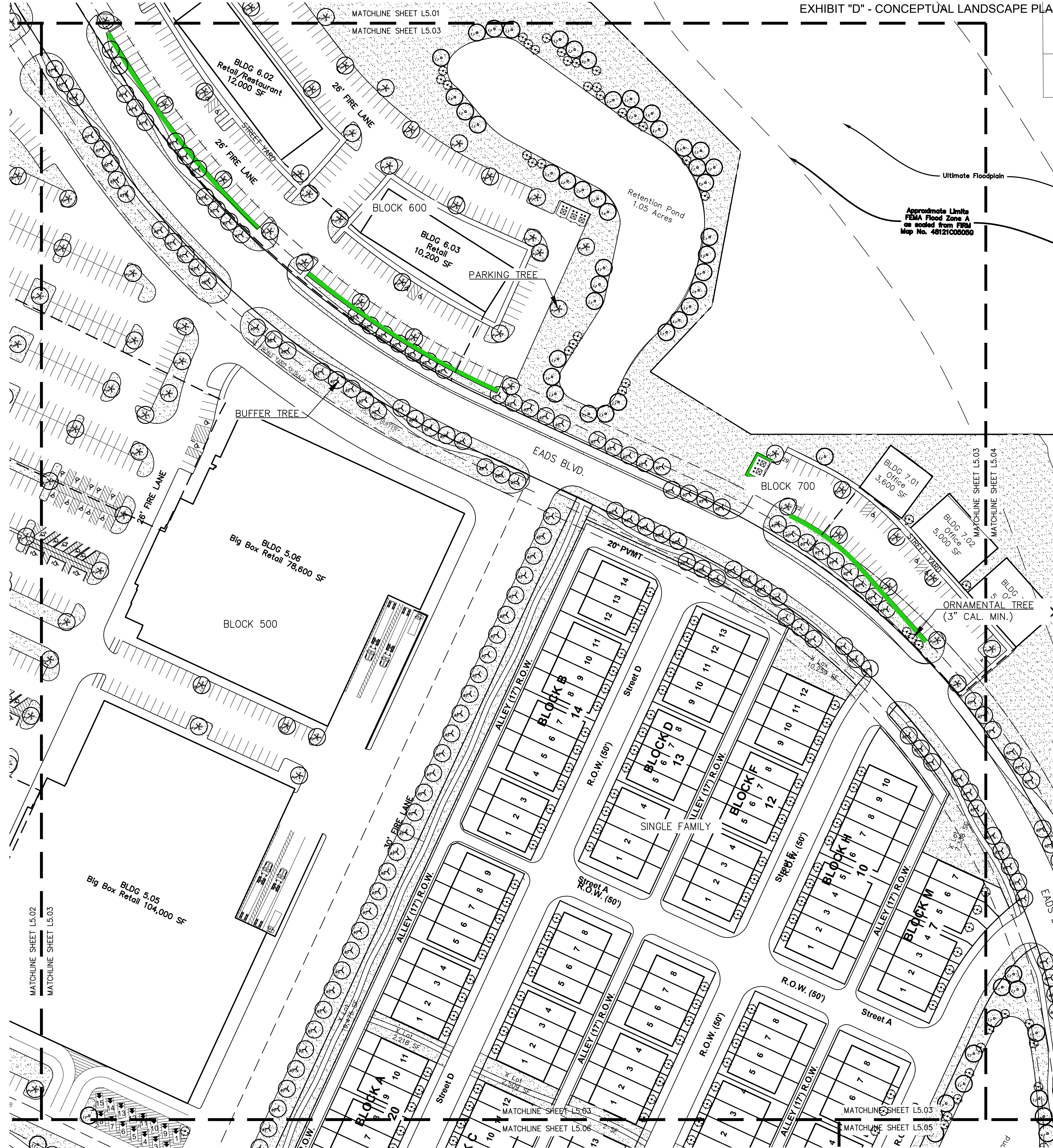
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DATE	11.25.2024

L5.02



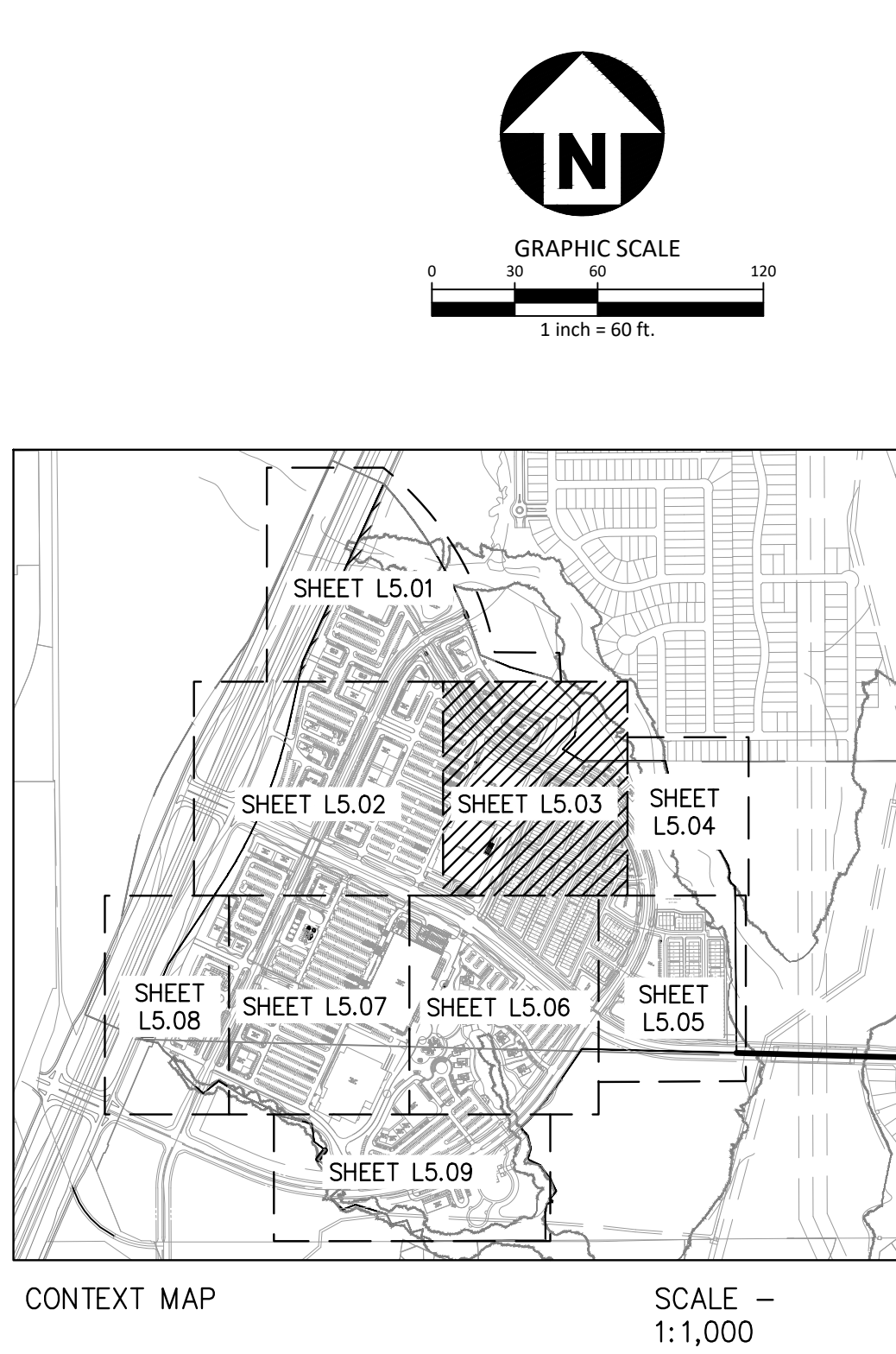
MONARCH
EXHIBIT D-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226

M:\Projects\SPEC\SPEC 2022\SPEC22509 Monarch\04a Production\Planning and L&E\Exhibits\Planning\CAD\LA Working Files\SPEC22509-L5.dwg, 11/27/2024 8:32:48 AM, Justin Sparks



* ALL SINGLE FAMILY LOTS UNDER 3,000 SQUARE FEET REQUIRE 1 TREES (2.5" CAL.) PER LOT.

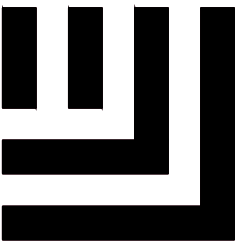
EXHIBIT "D" - CONCEPTUAL LANDSCAPE PLAN



LEGEND

- BT BUFFER TREE
- LT LANDSCAPE TREE
- PT PARKING TREE
- HB HOMEBUILDER TREE
- ORNAMENTAL TREE
- LANDSCAPE SCREEN

POND REQUIREMENTS			
SIZE	STANDARD	REQUIRED	PROVIDED
1.05 ACRES	49 TREES + 1 TREE/1,400 S.F. AFTER 35,000 S.F.	57 TREES (3" CAL.)	67 TREES (3" CAL.)



McADAMS

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Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
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www.mcadamsco.com

CLIENT

85 AND 71 AVALON HOLDINGS, LLC
207 W. HICKORY ST.
DENTON, TEXAS 76201
(972) 567-6754
MR. ERIC SCHMITZ

MONARCH

EXHIBIT D-CONCEPT PLAN

35 W & DENTON CREEK BLVD

TOWN OF FLOWER MOUND, TEXAS, 76226

PRELIMINARY PLANS

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JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
DATED 11/25/2024



REVISIONS

NO.	DATE	DESCRIPTION
02	03-2024	2ND SUBMITTAL
06	08-2024	3RD SUBMITTAL
08	10-2024	4TH SUBMITTAL
09	11-2024	5TH SUBMITTAL

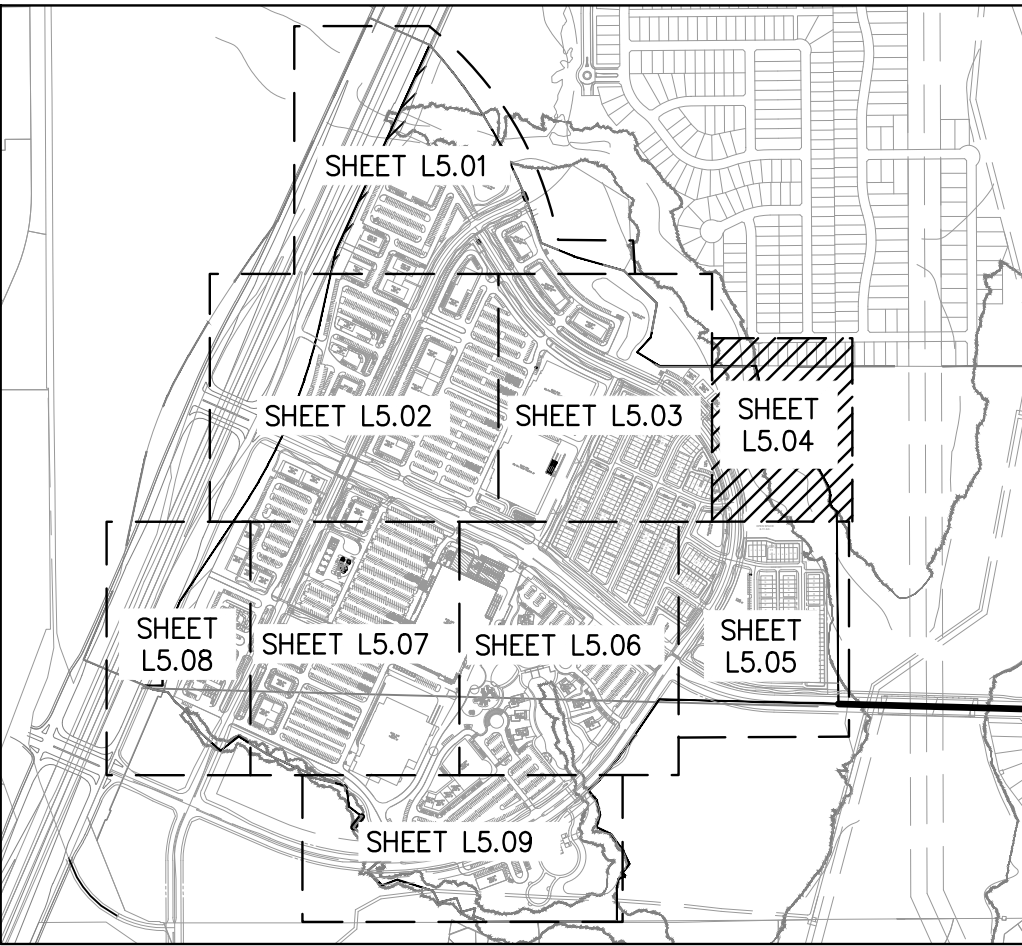
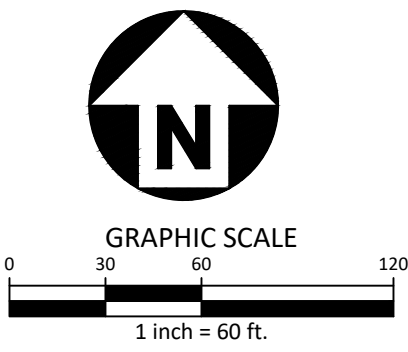
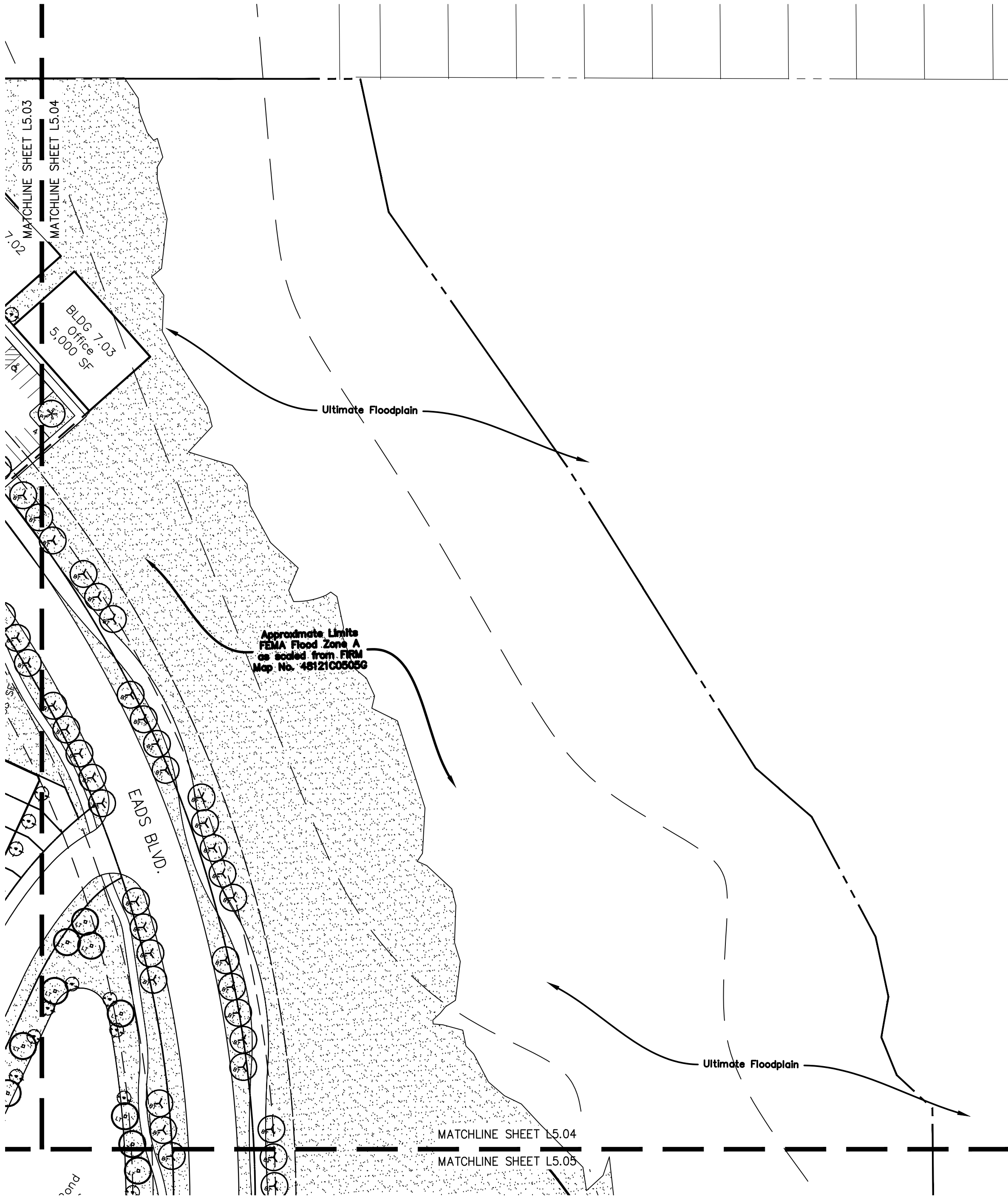
PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	SPEC22509-L5.DWG
CHECKED BY	VB
DRAWN BY	PA
SCALE	60 SCALE
DATE	11.25.2024

SHEET

LANDSCAPE PLAN

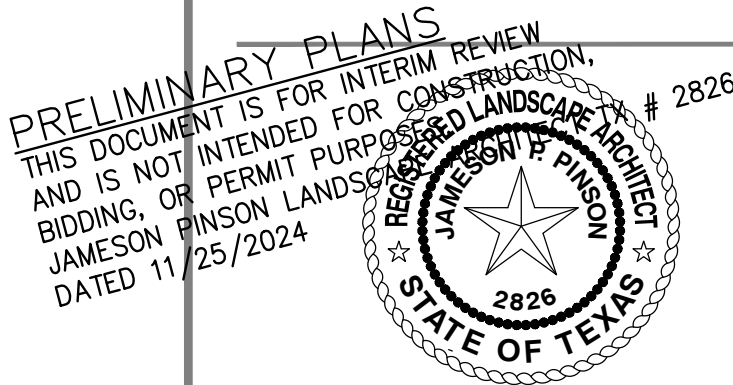
L5.03



CONTEXT MAP SCALE — 1:1,000

LEGEND

	BUFFER TREE
	LANDSCAPE TREE
	PARKING TREE
	HOMEBUILDER TREE
	ORNAMENTAL TREE
	LANDSCAPE SCREEN



REVISIONS

NO.	DATE	DESCRIPTION
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	06-28-2024	3RD SUBMITTAL
	08-16-2024	4TH SUBMITTAL
	09-27-2024	5TH SUBMITTAL

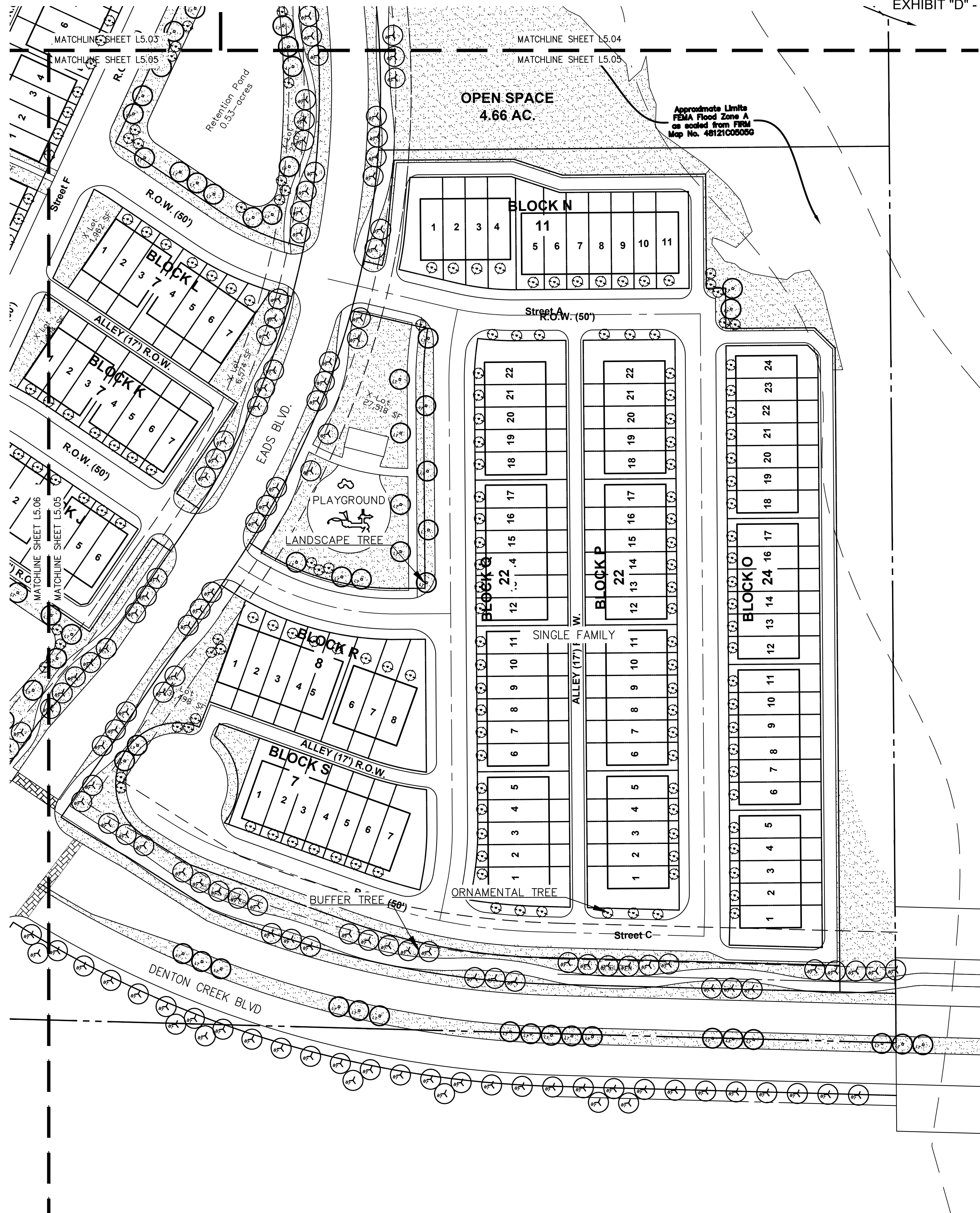
PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	SPEC22509-L5.DWG
CHECKED BY	VB
DRAWN BY	PA
SCALE	60 SCALE
DATE	11.25.2024

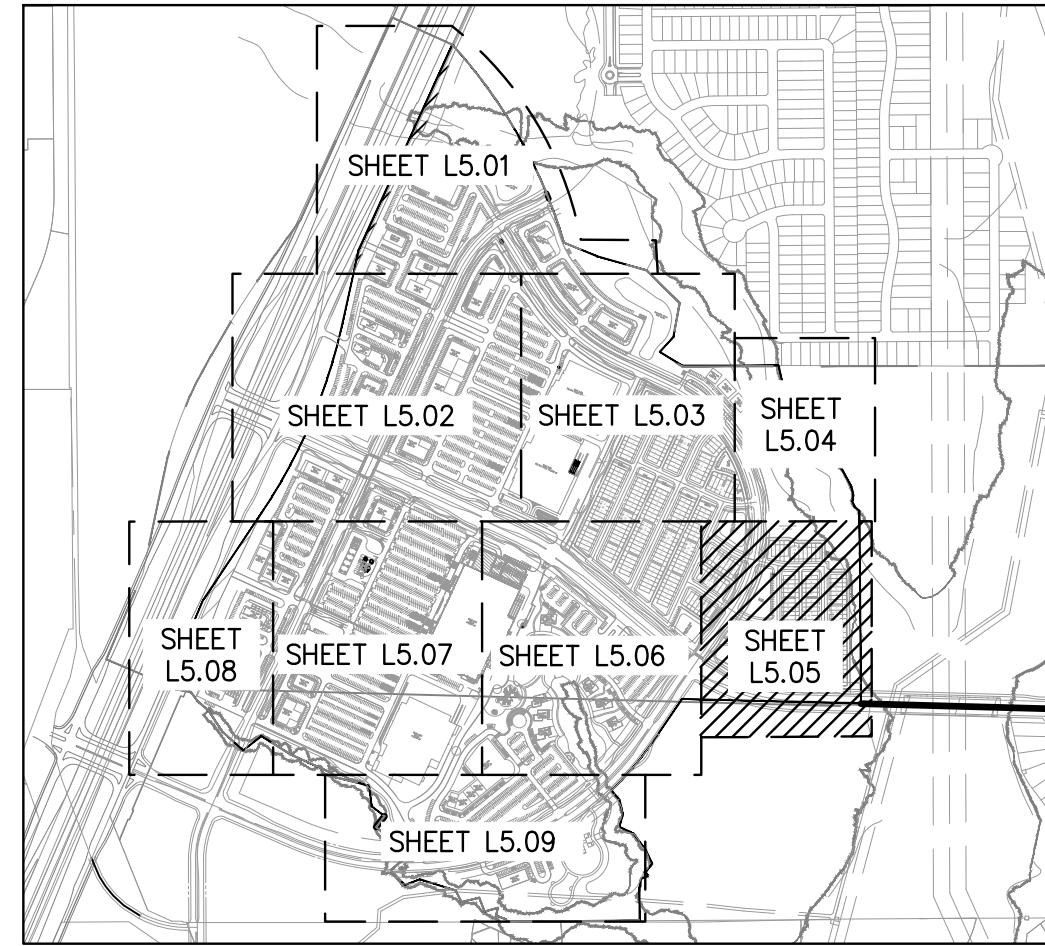
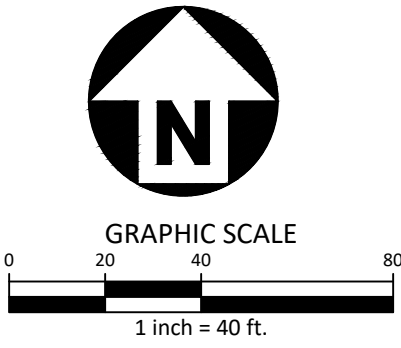
SHEET

LANDSCAPE PLAN

L5.04



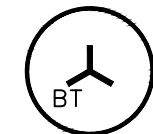
* ALL SINGLE FAMILY LOTS BETWEEN 3,000 SQUARE FEET REQUIRE 1 TREES (2.5" CAL.) PER LOT.



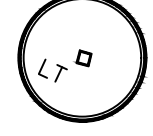
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SCALE —
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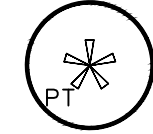
LEGEND



BUFFER TREE



LANDSCAPE TREE



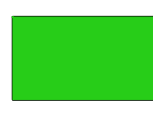
PARKING TREE



HOMEBUILDER TREE



ORNAMENTAL TREE



LANDSCAPE SCREEN

POND REQUIREMENTS			
SIZE	STANDARD	REQUIRED	PROVIDED
.40 ACRES	20 TREES + 1 TREE/700 S.F. AFTER 10,000 S.F.	31 TREES (3" CAL.)	32 TREES (3" CAL.)

PRELIMINARY PLANS
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JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
DATED 11/25/2024

REGISTERED LANDSCAPE ARCHITECT # 2826
JAMESON PINSON
STATE OF TEXAS
2826

REVISIONS

NO.	DATE	DESCRIPTION
	02-02-2024	2ND SUBMITTAL
	06-28-2024	3RD SUBMITTAL
	08-16-2024	4TH SUBMITTAL
	09-27-2024	5TH SUBMITTAL

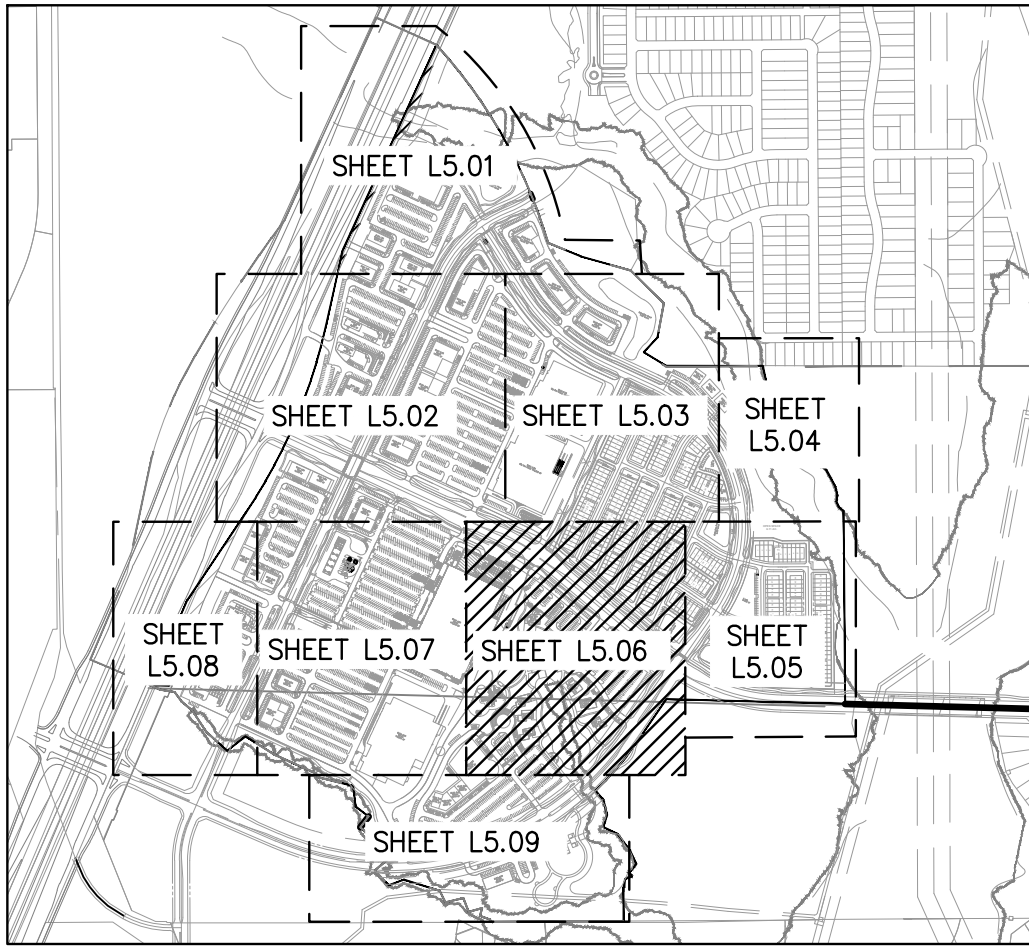
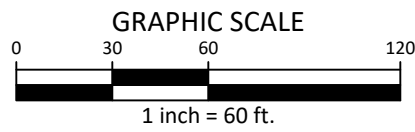
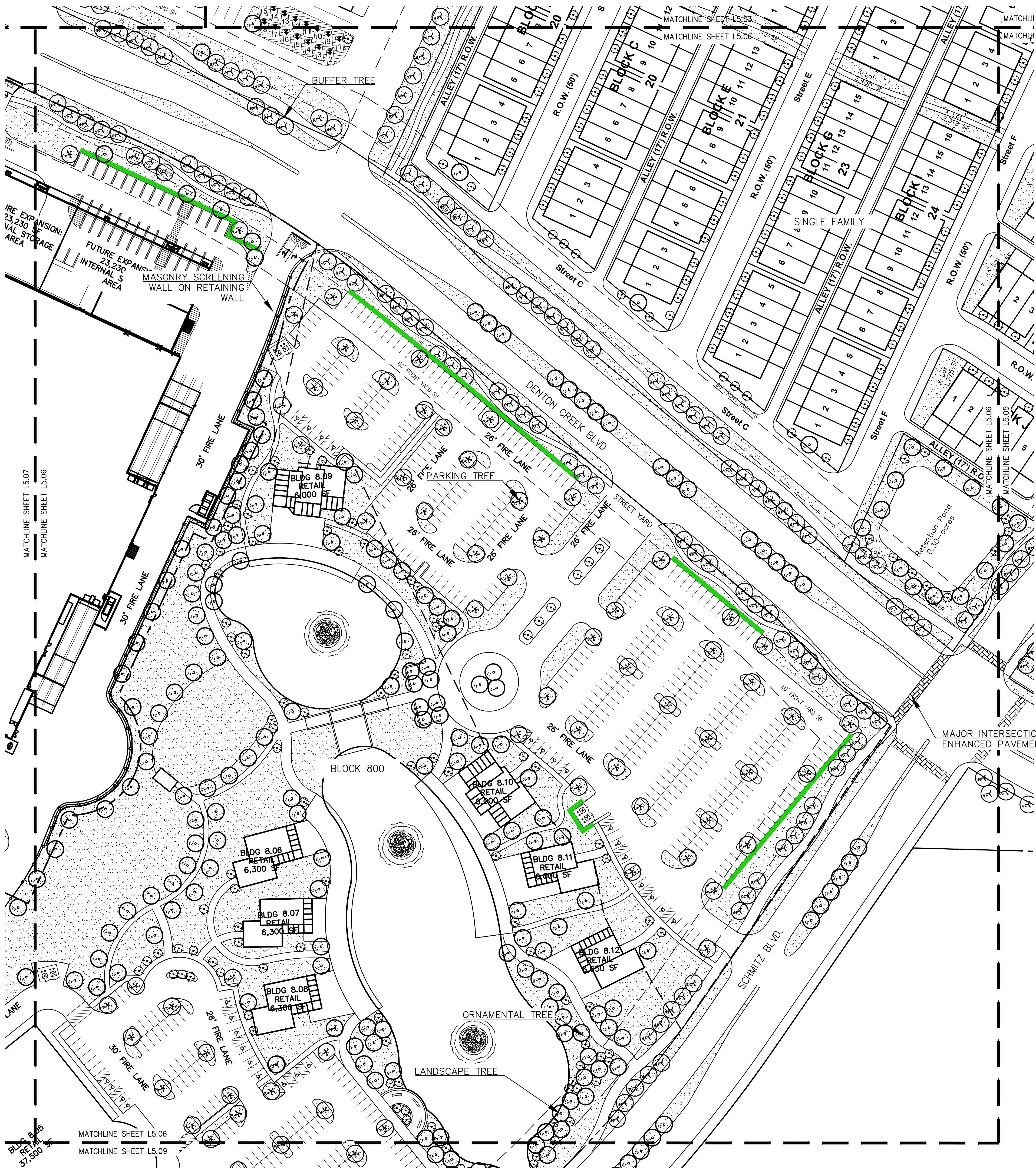
PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	SPEC22509-L5.DWG
CHECKED BY	VB
DRAWN BY	PA
SCALE	40 SCALE
DATE	11.25.2024

SHEET

LANDSCAPE PLAN

L5.05



CONTEXT MAP

SCALE –
1:1,000

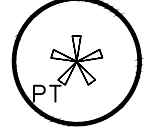
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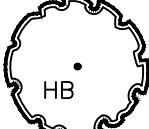
BUFFER TREE



LANDSCAPE TREE



PARKING TREE



HOMEBUILDER TREE

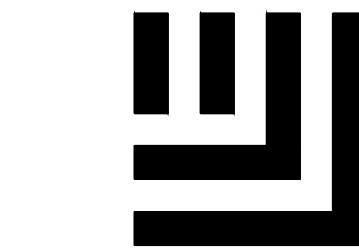


ORNAMENTAL TREE



LANDSCAPE SCREEN

POND REQUIREMENTS			
SIZE	STANDARD	REQUIRED	PROVIDED
.30 ACRES	20 TREES + 1 TREE/700 S.F. AFTER 10,000 S.F.	24 TREES (3" CAL.)	24 TREES (3" CAL.)



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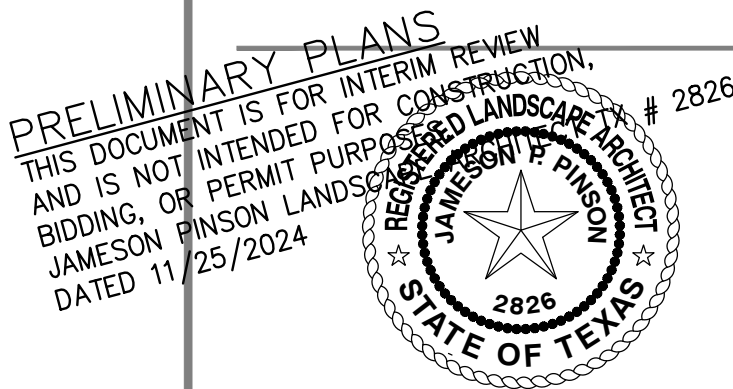
phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

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CLIENT

85 AND 71 AVALON HOLDINGS, LLC
207 W. HICKORY ST.
DENTON, TEXAS 76201
(972) 567-6754
MR. ERIC SCHMITZ

MONARCH
EXHIBIT D-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226



REVISIONS

NO.	DATE	DESCRIPTION
02	02-2024	2ND SUBMITTAL
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08	16-2024	4TH SUBMITTAL
09	27-2024	5TH SUBMITTAL

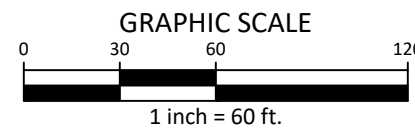
PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	SPEC22509-L5.DWG
CHECKED BY	VB
DRAWN BY	PA
SCALE	60 SCALE
DATE	11.25.2024

SHEET

LANDSCAPE PLAN

L5.06

[illegible]

SCALE —
1:1,000

	BUFFER TREE
	LANDSCAPE TREE
	PARKING TREE
	HOMEBUILDER TREE
	ORNAMENTAL TREE
	LANDSCAPE SCREEN

PRELIMINARY PLANS
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JAMESON PINSON LANDSCAPE ARCHITECTS # 2826
DATED 11/25/2024

NO.	DATE	DESCRIPTION
	02-02-2024	2ND SUBMITTAL
	06-28-2024	3RD SUBMITTAL
	08-16-2024	4TH SUBMITTAL
	09-27-2024	5TH SUBMITTAL

PROJECT NO.	SPEC22509
FILENAME	SPEC22509-L5.DWG
CHECKED BY	VB
DRAWN BY	PA
SCALE	60 SCALE
DATE	11.25.2024

LANDSCAPE PLAN

L5.07



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Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
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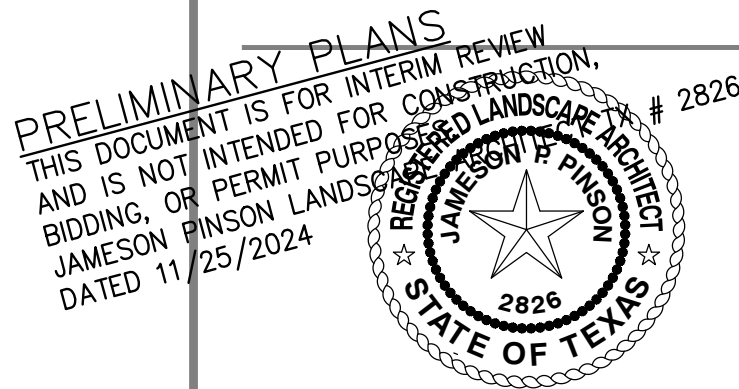
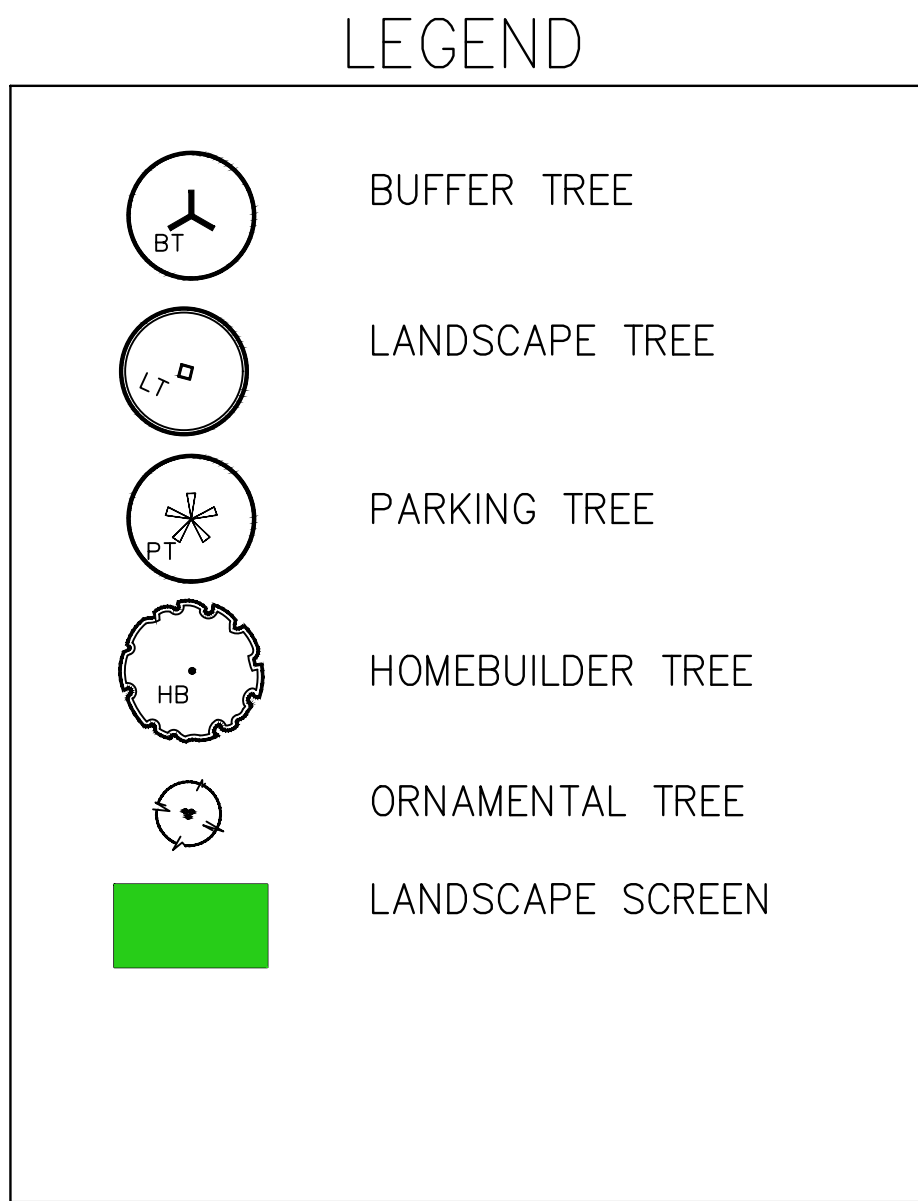
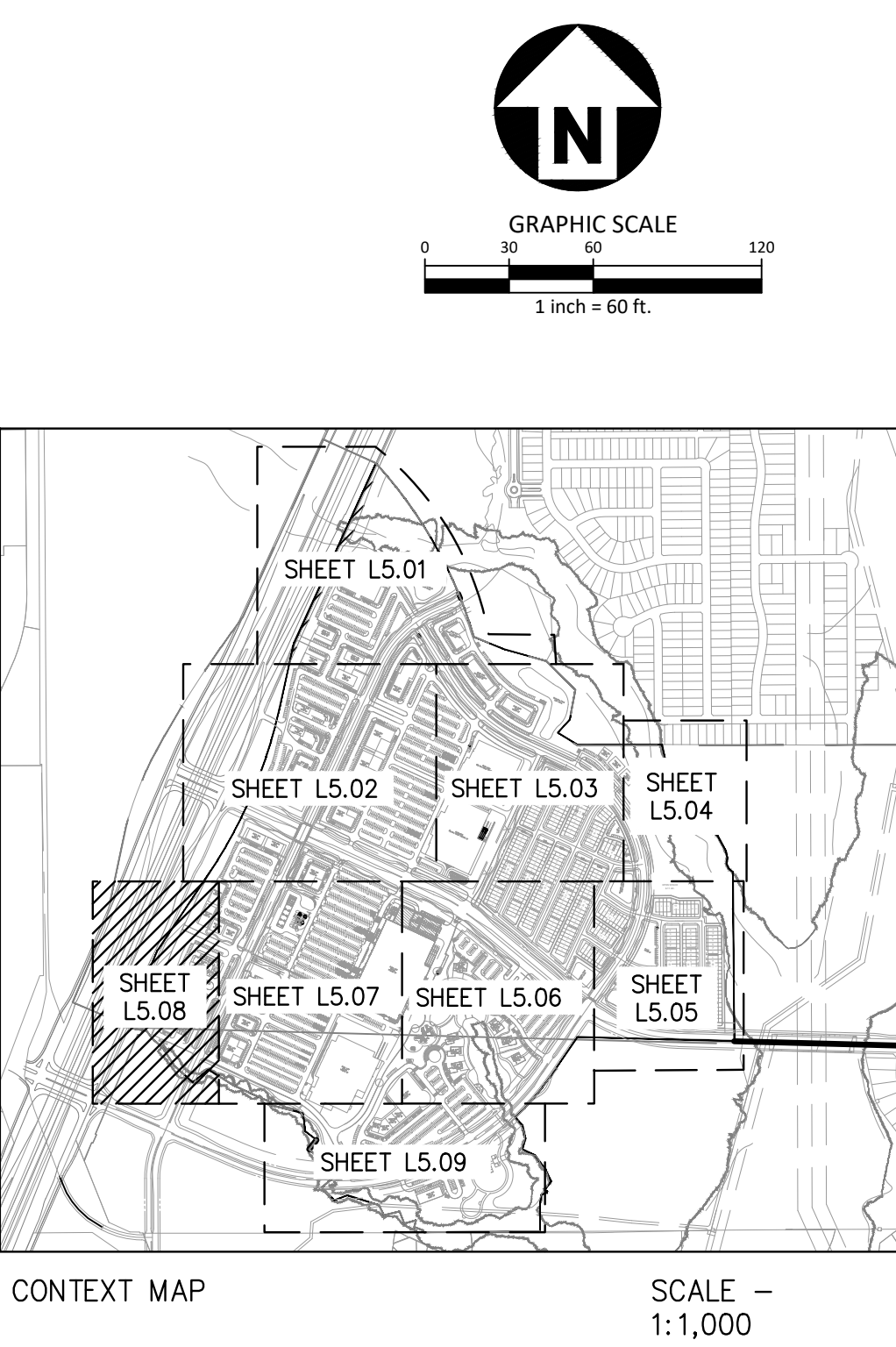
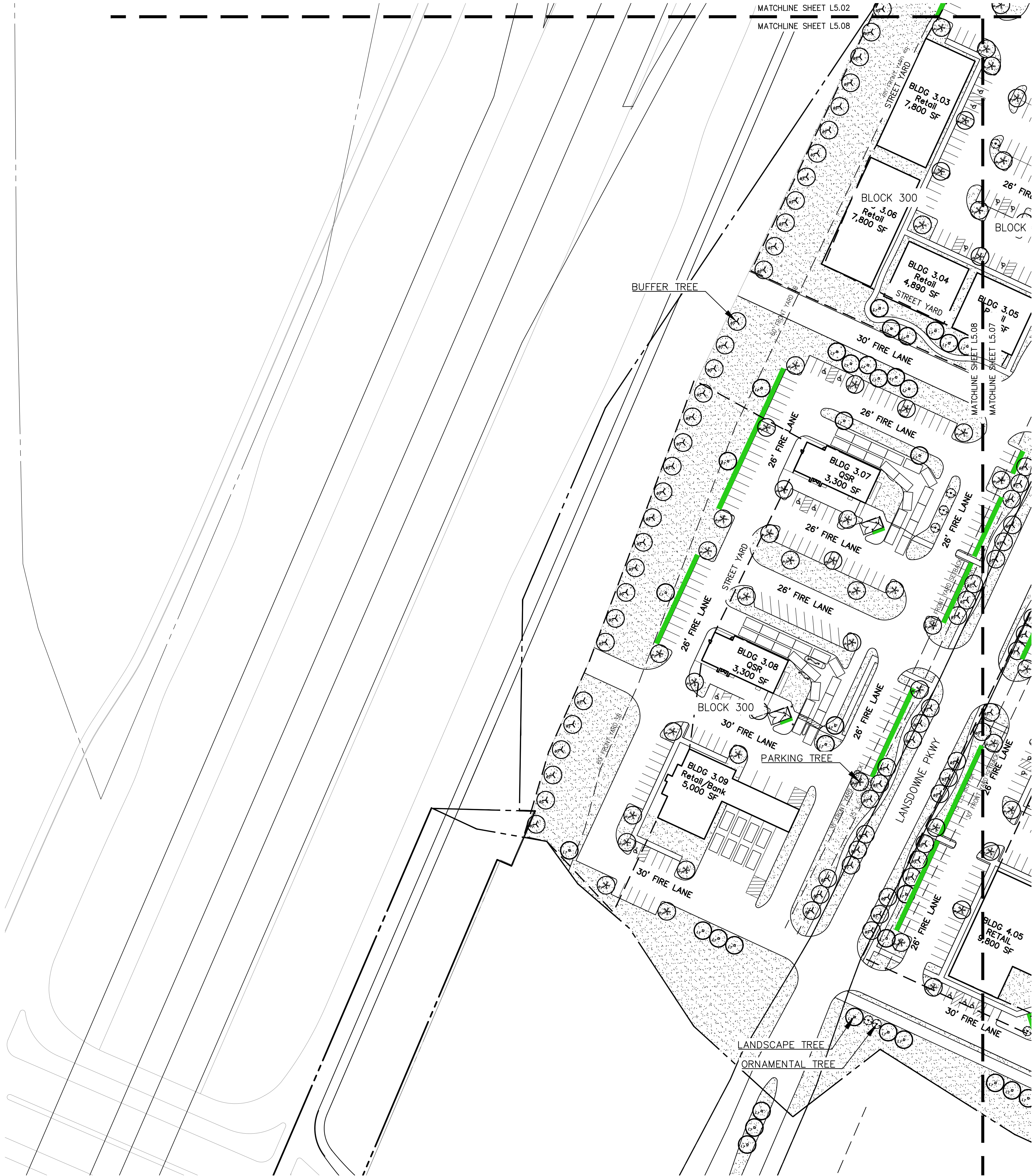
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MR. ERIC SCHMITZ

MONARCH
EXHIBIT D-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226

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REVISIONS		
NO.	DATE	DESCRIPTION
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	06-28-2024	3RD SUBMITTAL
	08-16-2024	4TH SUBMITTAL
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PLAN INFORMATION	
PROJECT NO.	SPEC22509
FILENAME	SPEC22509-L5.DWG
CHECKED BY	VB
DRAWN BY	PA
SCALE	60 SCALE
DATE	11.25.2024

SHEET

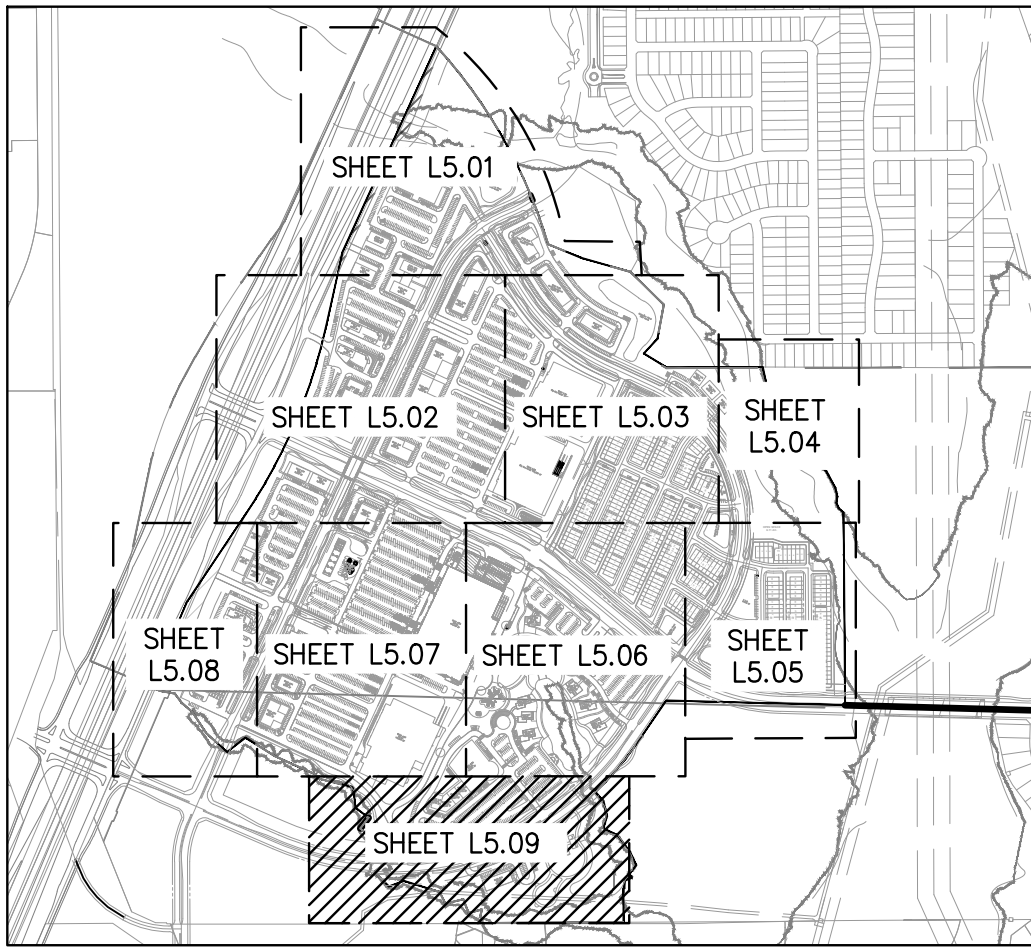
LANDSCAPE PLAN

L5.08

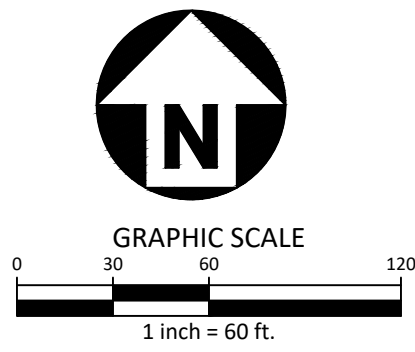
MONARCH
EXHIBIT D-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226

CLIENT
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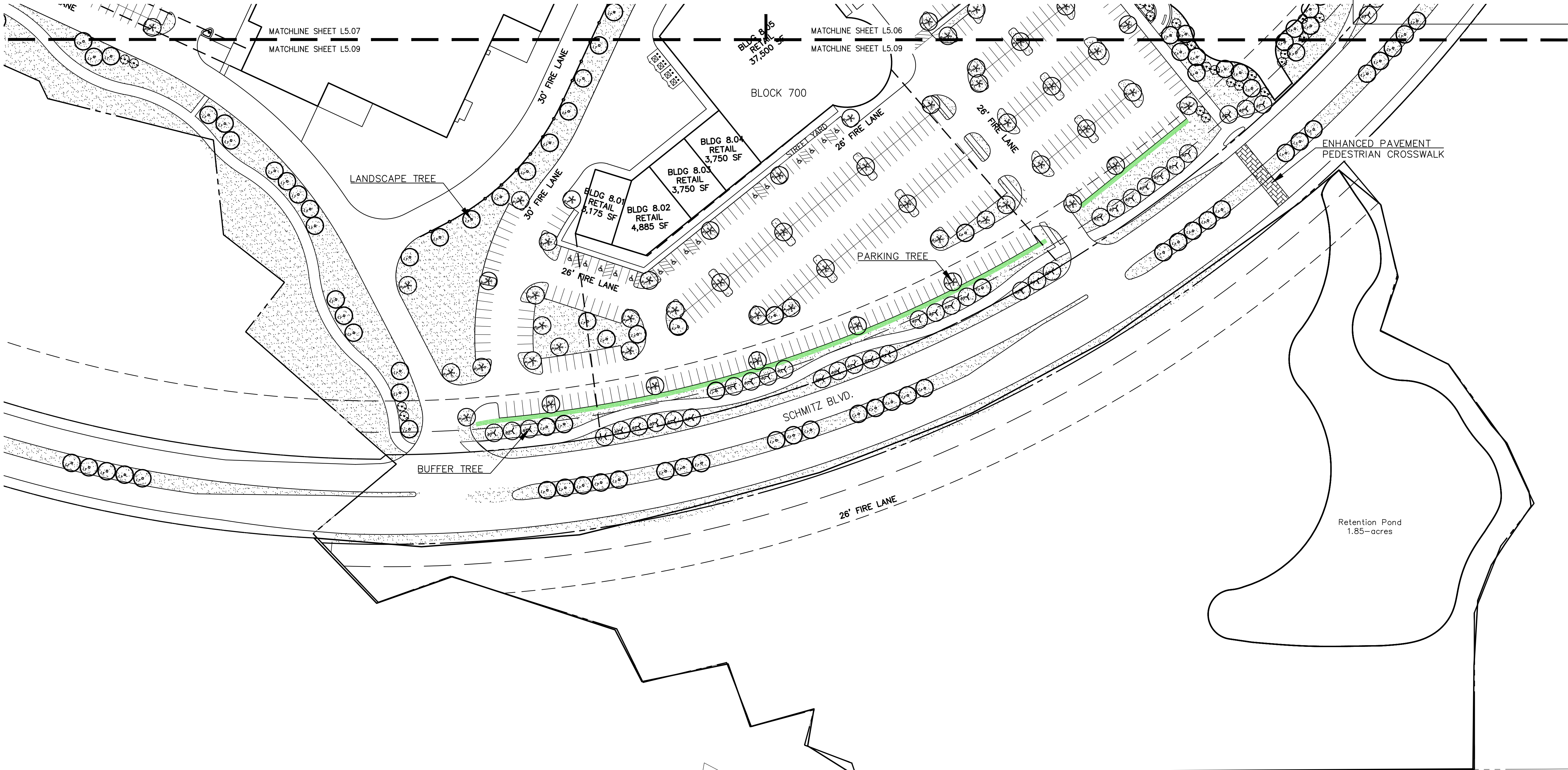


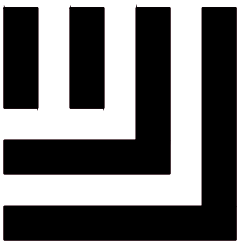
CONTEXT MAP
SCALE –
1:1,000



LEGEND

- BUFFER TREE
- LANDSCAPE TREE
- PARKING TREE
- HOMEBUILDER TREE
- ORNAMENTAL TREE
- LANDSCAPE SCREEN





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35 W & DENTON CREEK BLVD
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PRELIMINARY PLANS
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JAMESON PINSON LANDSCAPE ARCHITECTS
DATED 11/25/2024



REVISIONS

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02	02-2024	2ND SUBMITTAL
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08	16-2024	4TH SUBMITTAL
09	27-2024	5TH SUBMITTAL

PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	SPEC22509-L5.DWG
CHECKED BY	VB
DRAWN BY	PA
SCALE	60 SCALE
DATE	11.25.2024

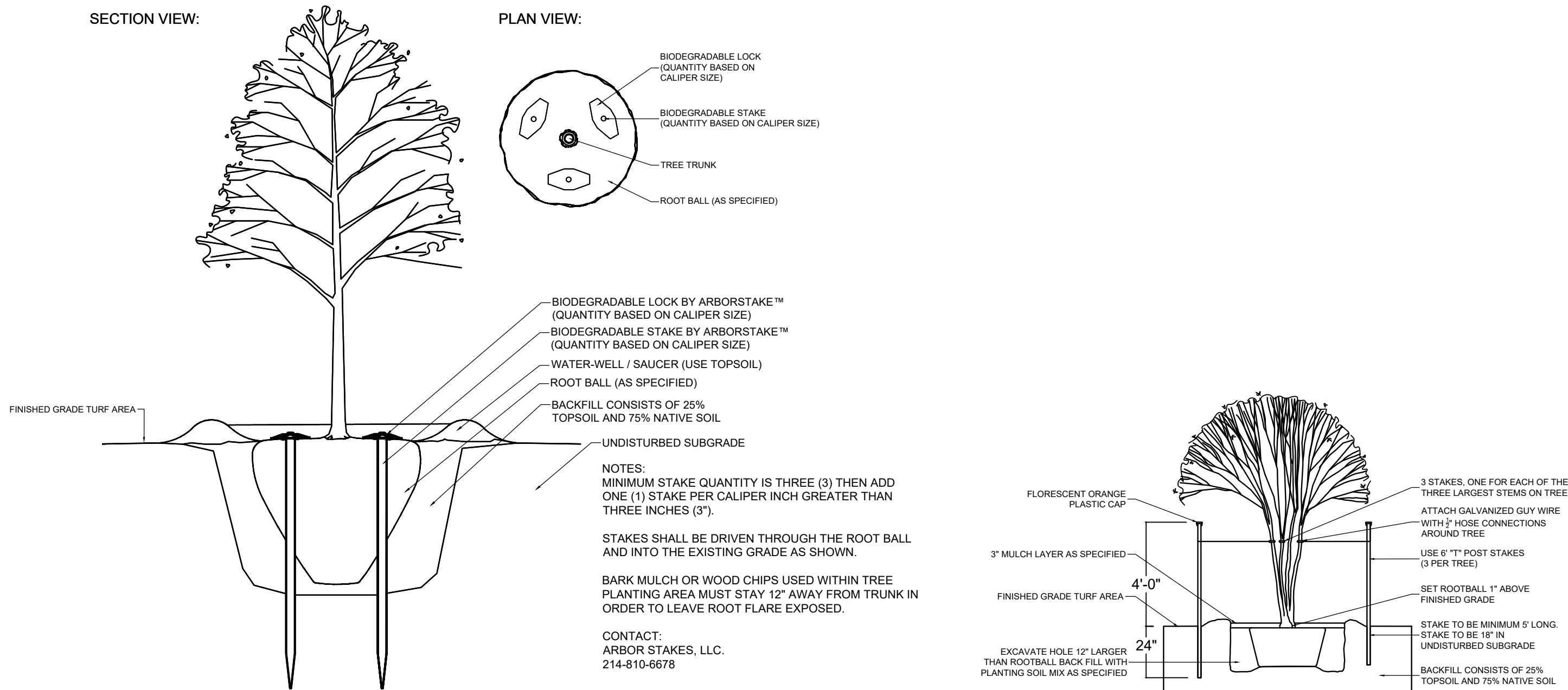
SHEET

LANDSCAPE PLAN

L5.09

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EXHIBIT "D" - CONCEPTUAL LANDSCAPE PLAN

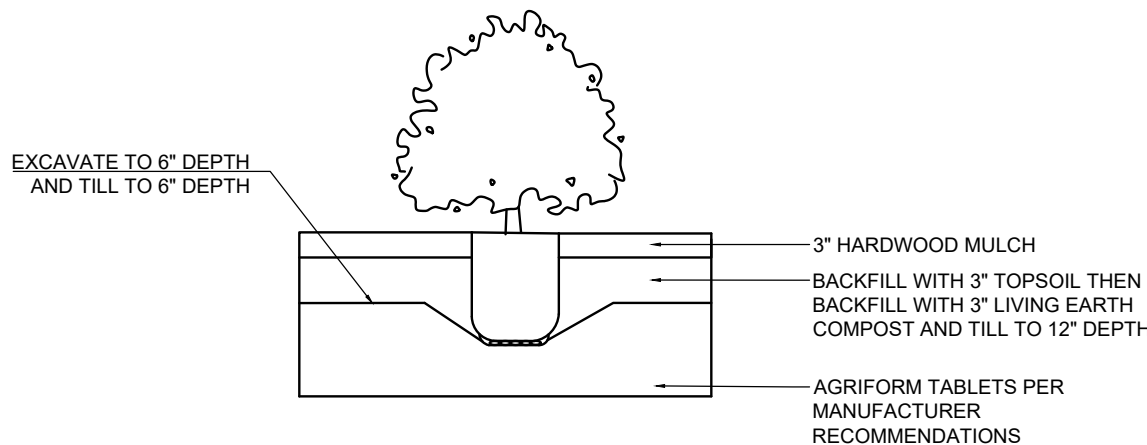


1 BELOWGROUND TREE STAKING DETAIL
SCALE: 1/4"=1'

2 MULTI TRUNK TREE STAKING
SCALE: 1/4"=1'

NOTE: SCARIFY SIDES OF PLANTER PIT PRIOR TO PLANTING SO AS TO AVOID ANY GLAZING OR HARDENED AREAS THAT WILL BE DIFFICULT FOR ROOTS TO GROW THROUGH.

3 GROUNDCOVER PLANTING DETAIL
SCALE: NTS



4 SHRUB PLANTING DETAIL
SCALE: 1/2"=1'

LANDSCAPE NOTES:
Town of Flower Mound

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

BLOCK 100 STREET YARD TREES				
BLOCK	STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
1.01-1.03	10 TREES+ 1 TREE/2,500 S.F. AFTER 10,000 S.F.	94,443 S.F. OF STREET YARD	44 TREES (3" CAL.)	50 TREES (3" CAL.)
PARKING TREES				
BLOCK	STANDARD	# OF PARKING SPACES	REQUIRED	PROVIDED
1.01-1.03	1 tree/10 SPACES	409 SPACES	41 TREES (3" CAL.)	46 TREES
**ALL PARKING SPACES TO BE LOCATED WITHIN 50 FT. OF PARKING LOT TREE.				

BLOCK 200 STREET YARD TREES				
BLOCK	STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
200	50 TREES+ 1 TREE/5,000 S.F. AFTER 10,000 S.F.	111,408 S.F. OF STREET YARD	51 TREES (3" CAL.)	58 TREES (3" CAL.)
PARKING TREES				
BLOCK	STANDARD	# OF PARKING SPACES	REQUIRED	PROVIDED
200	1 tree/10 SPACES	455 SPACES	46 TREES (3" CAL.)	57 TREES
**ALL PARKING SPACES TO BE LOCATED WITHIN 50 FT. OF PARKING LOT TREE.				

BLOCK 300 STREET YARD TREES				
BLOCK	STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
3.01-3.05	10 TREES+ 1 TREE/2,500 S.F. AFTER 10,000 S.F.	72,296 S.F. OF STREET YARD	35 TREES (3" CAL.)	49 TREES (3" CAL.)
3.06-3.09	10 TREES+ 1 TREE/2,500 S.F. AFTER 10,000 S.F.	70,737 S.F. OF STREET YARD	34 TREES (3" CAL.)	50 TREES (3" CAL.)
PARKING TREES				
BLOCK	STANDARD	# OF PARKING SPACES	REQUIRED	PROVIDED
3.01-3.05	1 tree/10 SPACES	271 SPACES	27 TREES (3" CAL.)	36 TREES
3.06-3.09	1 tree/10 SPACES	165 SPACES	17 TREES (3" CAL.)	31 TREES
**ALL PARKING SPACES TO BE LOCATED WITHIN 50 FT. OF PARKING LOT TREE.				

BLOCK 400 STREET YARD TREES				
BLOCK	STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
4.01-4.02 4.06	50 TREES+ 1 TREE/5,000 S.F. AFTER 110,000 S.F.	191,578 S.F. OF STREET YARD	66 TREES (3" CAL.)	68 TREES (3" CAL.)
4.03-4.05 4.07	10 TREES+ 1 TREE/2,500 S.F. AFTER 10,000 S.F.	56,205 S.F. OF STREET YARD	29 TREES (3" CAL.)	29 TREES (3" CAL.)
PARKING TREES				
BLOCK	STANDARD	# OF PARKING SPACES	REQUIRED	PROVIDED
4.01-4.02 4.06	1 tree/10 SPACES	872 SPACES	87 TREES (3" CAL.)	88 TREES
4.03-4.05 4.07	1 tree/10 SPACES	635 SPACES	64 TREES (3" CAL.)	68 TREES
**ALL PARKING SPACES TO BE LOCATED WITHIN 50 FT. OF PARKING LOT TREE.				

BLOCK 500 STREET YARD TREES				
BLOCK	STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
500	50 TREES+ 1 TREE/5,000 S.F. AFTER 110,000 S.F.	354,507 S.F. OF STREET YARD	99 TREES (3" CAL.)	100 TREES (3" CAL.)
PARKING TREES				
BLOCK	STANDARD	# OF PARKING SPACES	REQUIRED	PROVIDED
500	1 tree/10 SPACES	1,159 SPACES	115 TREES (3" CAL.)	135 TREES
**ALL PARKING SPACES TO BE LOCATED WITHIN 50 FT. OF PARKING LOT TREE.				

BLOCK 600 STREET YARD TREES				
BLOCK	STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
600	10 TREES+ 1 TREE/2,500 S.F. AFTER 10,000 S.F.	84,300 S.F. OF STREET YARD	40 TREES (3" CAL.)	42 TREES (3" CAL.)
PARKING TREES				
BLOCK	STANDARD	# OF PARKING SPACES	REQUIRED	PROVIDED
600	1 tree/10 SPACES	275 SPACES	28 TREES (3" CAL.)	45 TREES
**ALL PARKING SPACES TO BE LOCATED WITHIN 50 FT. OF PARKING LOT TREE.				

BLOCK 700 STREET YARD TREES				
BLOCK	STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
7.01-7.03	10 TREES+ 1 TREE/2,500 S.F. AFTER 10,000 S.F.	22,713 S.F. OF STREET YARD	15 TREES (3" CAL.)	15 TREES (3" CAL.)
PARKING TREES				
BLOCK	STANDARD	# OF PARKING SPACES	REQUIRED	PROVIDED
7.01-7.03	1 tree/10 SPACES	55 SPACES	6 TREES (3" CAL.)	10 TREES
**ALL PARKING SPACES TO BE LOCATED WITHIN 50 FT. OF PARKING LOT TREE.				

BLOCK 800 STREET YARD TREES				
BLOCK	STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
8.01-8.08	50 TREES+ 1 TREE/5,000 S.F. AFTER 110,000 S.F.	114,826 S.F. OF STREET YARD	51 TREES (3" CAL.)	51 TREES (3" CAL.)
8.09-8.12	50 TREES+ 1 TREE/5,000 S.F. AFTER 110,000 S.F.	245,874 S.F. OF STREET YARD	77 TREES (3" CAL.)	96 TREES (3" CAL.)
PARKING TREES				
BLOCK	STANDARD	# OF PARKING SPACES	REQUIRED	PROVIDED
8.01-8.08	1 tree/10 SPACES	468 SPACES	47 TREES (3" CAL.)	65 TREES
8.09-8.12	1 tree/10 SPACES	368 SPACES	37 TREES (3" CAL.)	50 TREES
**ALL PARKING SPACES TO BE LOCATED WITHIN 50 FT. OF PARKING LOT TREE.				

BLOCK 900 STREET YARD TREES				
BLOCK	STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
9.01	10 TREES+ 1 TREE/2,500 S.F. AFTER 10,000 S.F.	15,200 S.F. OF STREET YARD	13 TREES (3" CAL.)	13 TREES (3" CAL.)
PARKING TREES				
BLOCK	STANDARD	# OF PARKING SPACES	REQUIRED	PROVIDED
9.01	1 tree/10 SPACES	68 SPACES	7 TREES (3" CAL.)	11 TREES
**ALL PARKING SPACES TO BE LOCATED WITHIN 50 FT. OF PARKING LOT TREE.				



McADAMS

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75066

phone 972. 436. 9712

fax 972. 436. 9715

TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

85 AND 71 AVALON HOLDINGS, LLC
207 W. HICKORY ST.
DENTON, TEXAS 76201
(972) 567-6754
MR. ERIC SCHMITZ

MONARCH
EXHIBIT D-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, #####, 76226



REVISIONS

NO.	DATE	DESCRIPTION
02	02-2024	2ND SUBMITTAL
06	28-2024	3RD SUBMITTAL
08	16-2024	4TH SUBMITTAL
09	27-2024	5TH SUBMITTAL

PLAN INFORMATION

PROJECT NO. SPEC22509
FILENAME SPEC22509-L5.DWG
CHECKED BY VB
DRAWN BY PA
SCALE
DATE 11.25.2024

SHEET

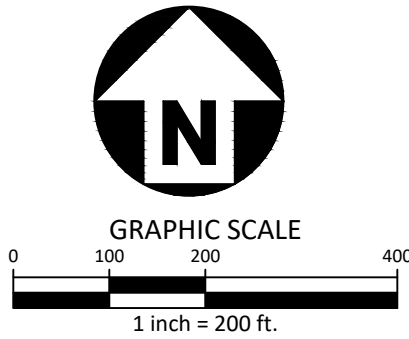
LANDSCAPE DETAILS

L5.10



- LEGEND**
- PD OPEN SPACE (24.37 AC.)
 - PARK LAND (10.44 AC.)
 - POLLINATOR AREA (8.65 AC.)
 - DETENTION POND
 - 6'-0" SIDEWALK
 - 12'-0" TRAIL

PARK LAND:
TOTAL ACERAGE FOR PARKS
CREDIT = 4.29 AC.



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

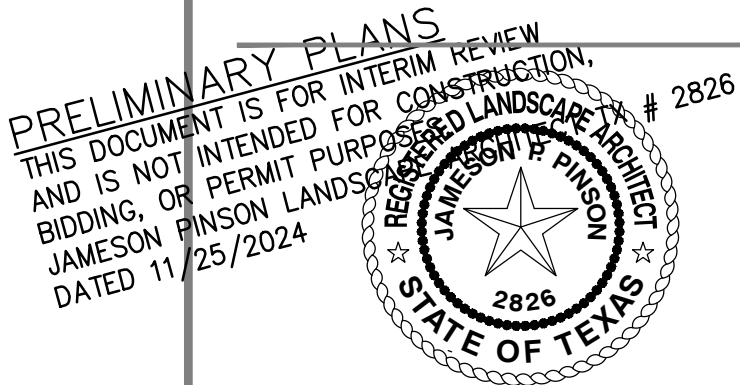
phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

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207 W. HICKORY ST.
DENTON, TEXAS 76201
MR. ERIC SCHMITZ
(972) 567-6754

MONARCH
EXHIBIT E-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226



REVISIONS

NO.	DATE	DESCRIPTION
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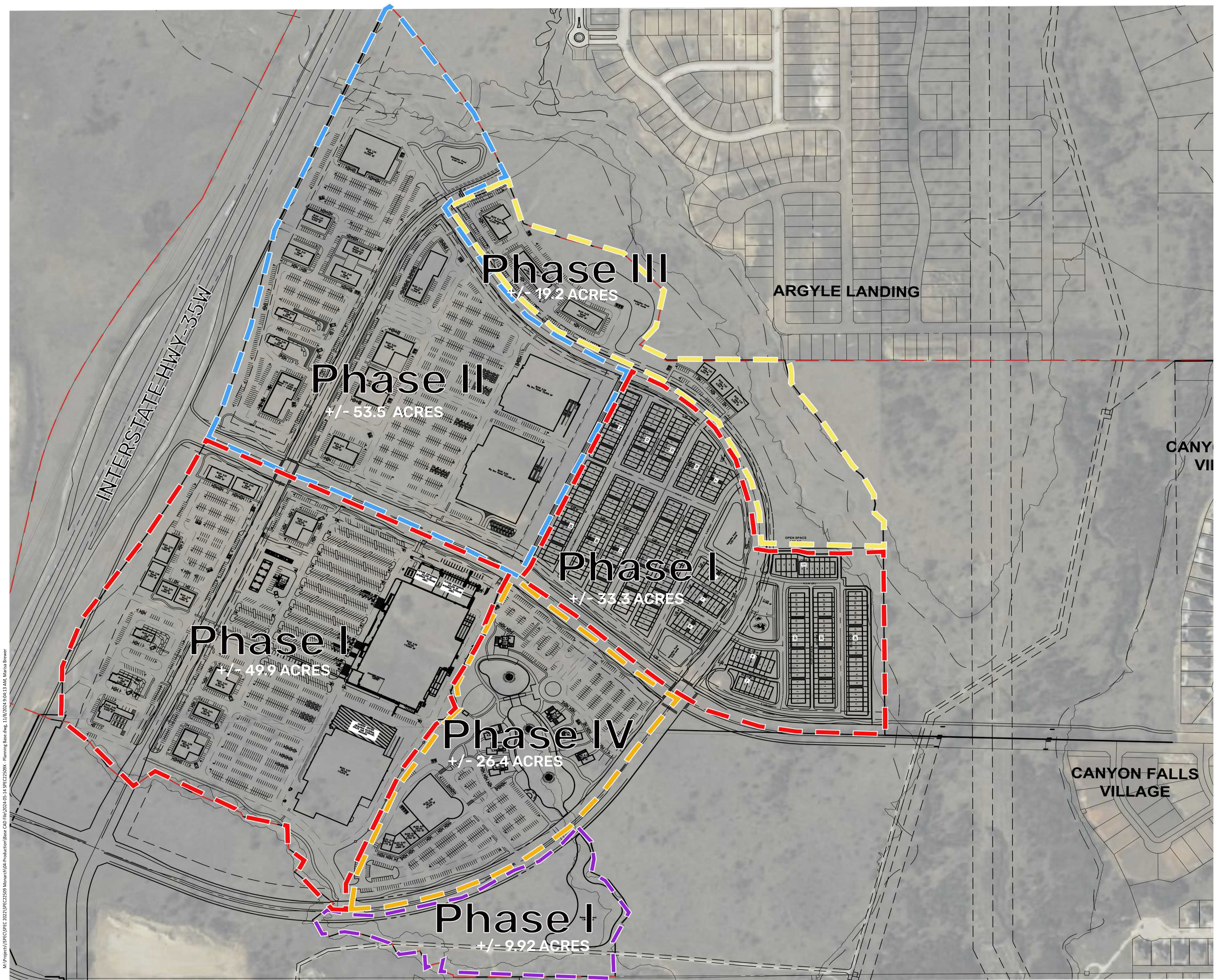
PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	SPEC22509-OPEN SPACE.DWG
CHECKED BY	VB
DRAWN BY	JS
SCALE	1"=200'
DATE	11.25.2024

SHEET

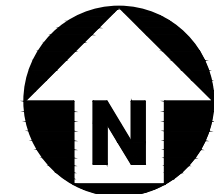
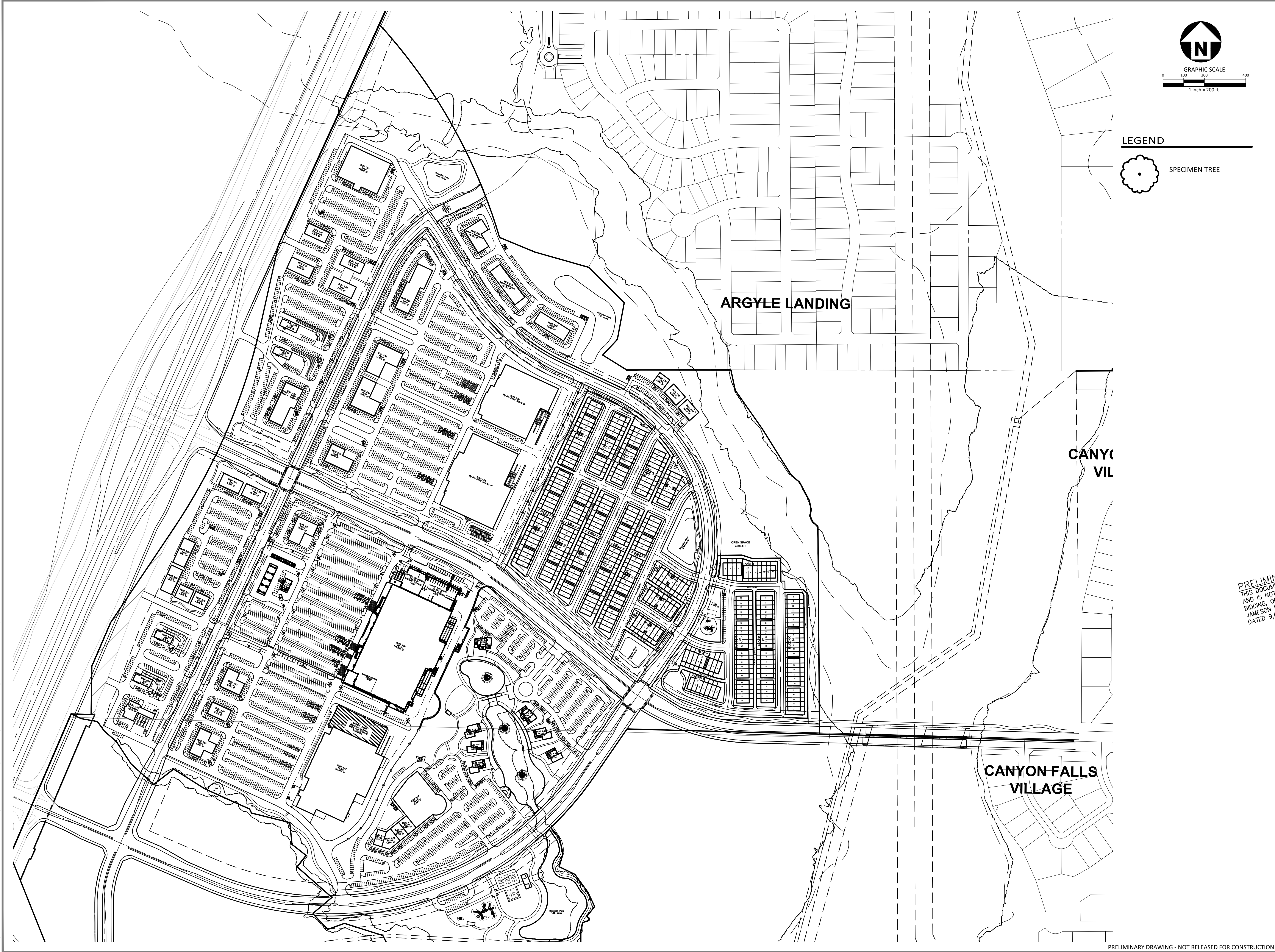
PEDESTRIAN AND OPEN SPACE PLAN

OSP.00



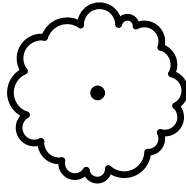
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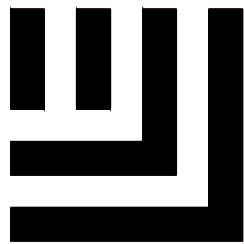


GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

LEGEND



SPECIMEN TREE



MCADAMS

The John R. McAdams Company, Inc.
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Lewisville, Texas 75056

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

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CLIENT

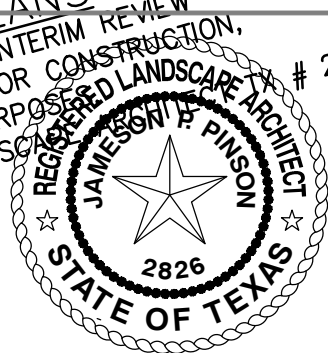
85 AND 71 AVALON HOLDINGS, LLC
207 W. HICKORY ST.
DENTON, TEXAS 76201
MR. ERIC SCHMITZ
(972) 567-6754

MONARCH

EXHIBIT D-CONCEPT PLAN

35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
DATED 9/30/2024



REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	SPEC22509-TS.DWG
CHECKED BY	VB
DRAWN BY	JS
SCALE	1"=200'
DATE	01.29.2024

SHEET

SPECIMEN TREE SURVEY

L1.00

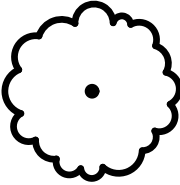
PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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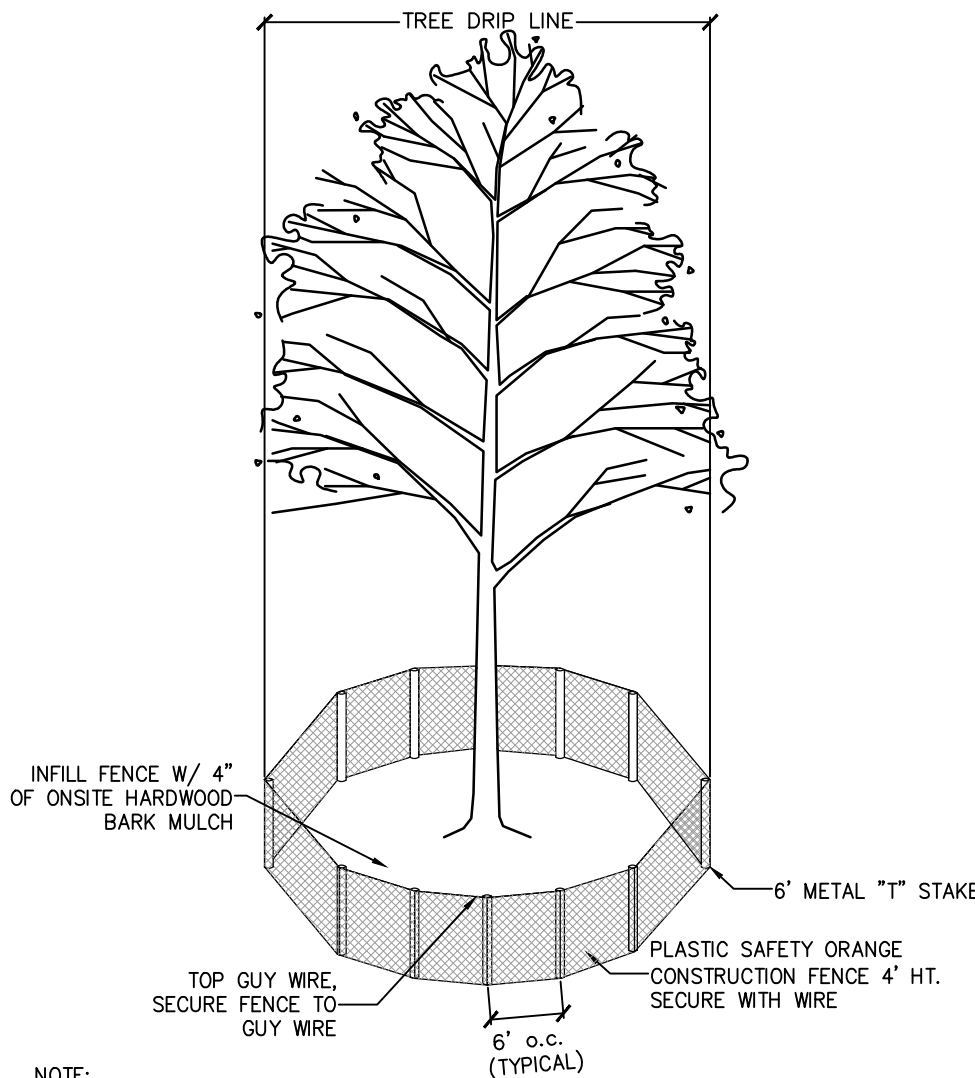
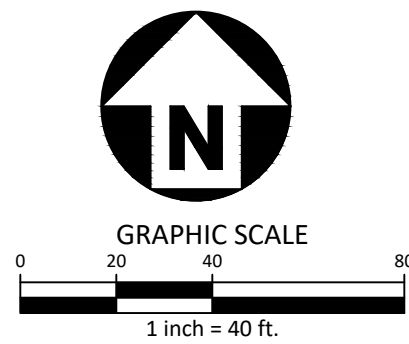


TREE CHART					
LIST#	TAG#	CALIPER (")	COMMON NAME	BOTANICAL NAME	REMOVED
1	742	33.5000	AMERICAN ELM	Ulmus Americana	NO

LEGEND

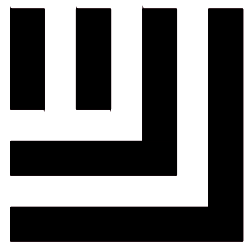


SPECIMEN TREE



NOTE:
TREE PROTECTION FENCE MUST BE
INSTALLED BEFORE ANY GRADING OR
CONSTRUCTION BEGINS.
LANDSCAPE ARCHITECT MUST BE PRESENT
WHEN ANY WORK IS DONE WITHIN THE
TREE PROTECTION FENCE.

01 TREE PROTECTION FENCING
SCALE: NTS



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MONARCH
EXHIBIT D-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226



REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	SPEC22509-TS.DWG
CHECKED BY	VB
DRAWN BY	JS
SCALE	1"=200'
DATE	01.29.2024

SHEET

SPECIMEN TREE
SURVEY

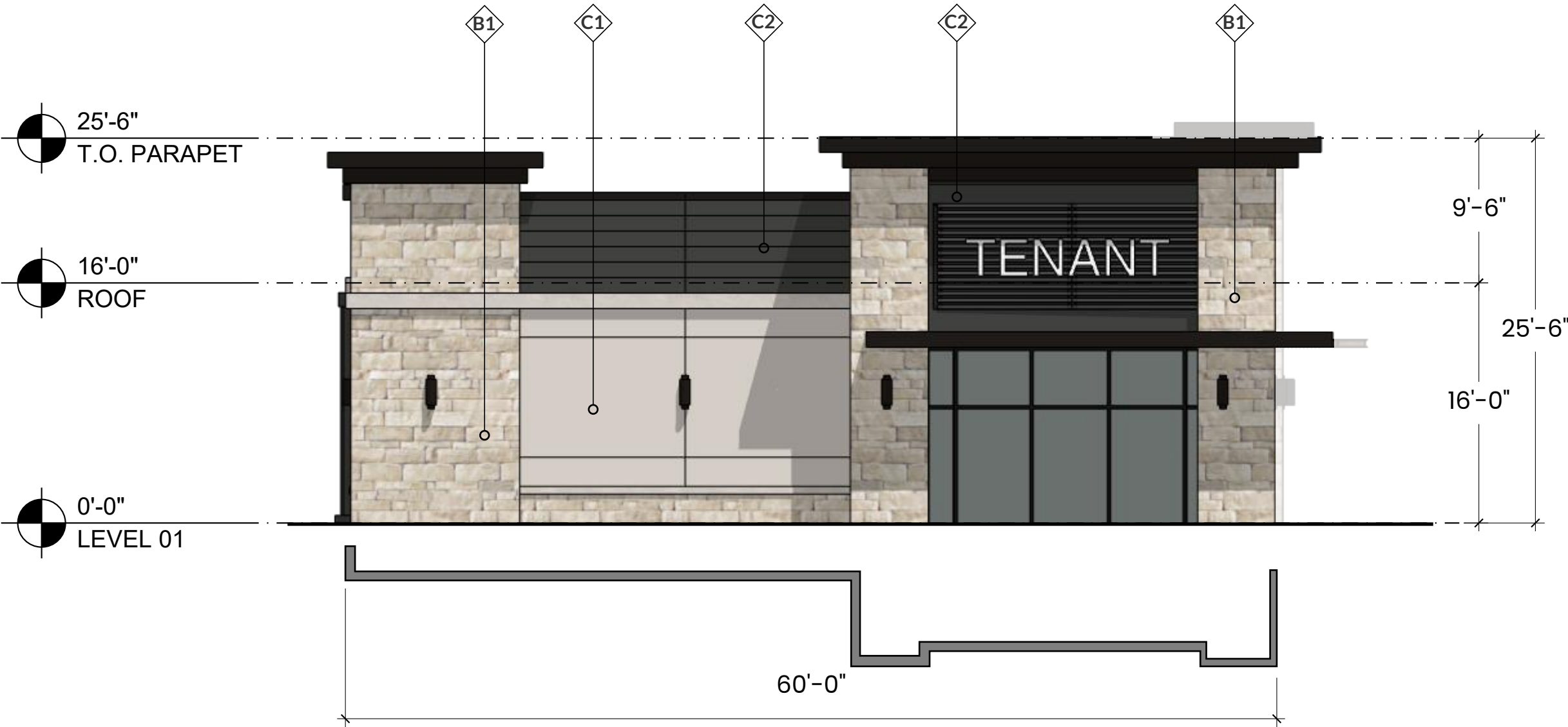
L1.01

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

EXHIBIT "G" - CONCEPTUAL ELEVATIONS



4 RIGHT ELEVATION - IN-LINE RETAIL
SCALE: 1/8" = 1'-0"



3 LEFT ELEVATION - IN-LINE RETAIL
SCALE: 1/8" = 1'-0"



2 BACK ELEVATION - IN-LINE RETAIL
SCALE: 1/8" = 1'-0"



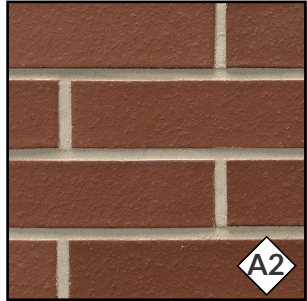
1 FRONT ELEVATION - IN-LINE RETAIL
SCALE: 1/8" = 1'-0"

In-Line Retail Building		Front		Back		Left		Right		Building Totals	
1	Total Façade SF	5,077		4,760		1,430		1,430		12,697	
2	Façade SF(minus windows & doors)	3,302		4,590		1,245		1,245		10,382	
3	Doors & Windows	1,775		170		185		185		2,315	
		SF	%	SF	%	SF	%	SF	%	SF	%
4	Primary Material Totals	2,815	85.2%	4,370	95.2%	1,100	88.3%	1,100	88.3%	9,385	90.3%
	Stone	980	29.6%	940	20.4%	515	41.3%	515	41.3%	2,950	28.4%
	Brick	910	27.5%	310	6.7%	0	0.0%	0	0.0%	1,220	11.7%
	Painted-Tilt Wall	925	28.0%	3,120	67.9%	585	46.9%	585	46.9%	5,215	50.2%
5	Secondary Material Totals	487	14.7%	220	4.7%	145	11.6%	145	11.6%	1,190	11.4%
	Cementitious Lap Siding	162	4.9%	205	4.4%	80	6.4%	80	6.4%	525	5.0%
	Metal	325	9.8%	15	0.3%	65	5.2%	65	5.2%	665	6.4%

ELEVATIONS ON PAGE



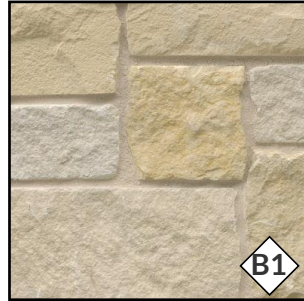
BRICK 1
ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136



BRICK 2
ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003



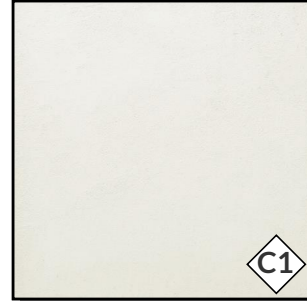
BRICK 3
ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806



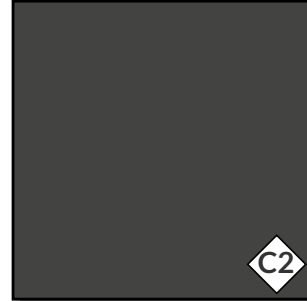
STONE 1
Solado Stone
Sonoma Buff Lueders



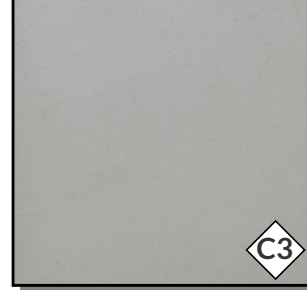
STONE 2
Coronado Stone
Smooth Limestone
White Sands



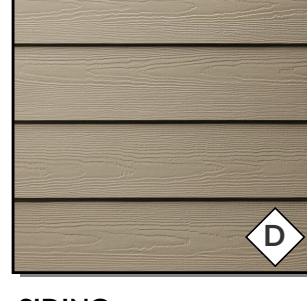
PAINT 1 USED ON
TILT-WALL & STUCCO
Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229



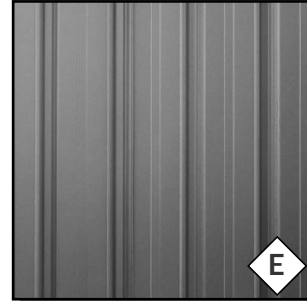
PAINT 2 USED ON
TILT-WALL & STUCCO
Integral Color: SW 7069
Iron Ore
RGB: 67 / 67 / 65



PAINT 3 USED ON
TILT-WALL & STUCCO
Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164



SIDING
Cementitious Lap Siding
Integral Color



METAL - STANDING SEAM
Tee-Panel
Standing Seam System



METAL ACCENT
Color: Dark Bronze

Architectural drawing of the south elevation of a building, labeled "EXHIBIT "G" - CONCEPTUAL ELEVATIONS". The drawing shows a long, low building with a flat roof and a section with a sloped roof. The building features brickwork, stone veneer, and large windows. A sign above the entrance reads "RESTAURANT". The drawing includes vertical dimensions (22'-4" T.O. ROOF, 15'-0" ROOF, 0'-0" LEVEL 01) and horizontal dimensions (58'-11 1/2", 14'-7", 50'-3"). A section cut is shown on the left side.

Architectural elevation drawing of a restaurant building facade. The drawing shows a two-story structure with a brick upper level and a stone lower level. The upper level features a dark roof with a "RESTAURANT" sign and several windows. The lower level has large glass doors and windows. Dimensions are provided for the building's height (22'-4" T.O. ROOF, 15'-0" ROOF, 0'-0" LEVEL 01) and width (64'-2", 25'-5", 57'-8", 24'-4"). Section markers A2, D, C2, B1, A1, D, C2, A2, B1, and A2 are indicated along the top.

22'-4"
T.O. ROOF

15'-0"
ROOF

0'-0"
LEVEL 01

7'-4"

22'-4"

15'-0"

35'-4 1/2"

44'-9"

A1, B1, C2, D

Architectural elevation drawing of a building facade. The drawing shows a two-story structure with a brick upper level and a stone-clad lower level. The roofline is complex, with a main roof at 15'-0" and a higher section at 22'-4". Callouts A1, B1, C2, and D point to specific roof areas. The ground level is marked as 0'-0". The total width of the building is 60'-11 1/2". A section cut symbol is visible on the left side of the drawing.

	Restaurant Building	Front	Back	Left	Right	Building Totals			
1	Total Façade SF	2,365	2,270	1,590	1,690	7,915			
2	Façade SF(minus windows & doors)	1,920	1,785	1,410	1,330	6,445			
3	Doors & Windows	445	485	180	360	1,470			
		SF	%	SF	%	SF	%	SF	%
4	Primary Material Totals	1,655	86.1%	1,485	83.1%	1,150	81.5%	1,200	90.2%
	Stone	745	38.8%	345	19.3%	310	21.9%	620	46.6%
	Brick	430	22.3%	680	38.0%	510	36.1%	235	17.6%
	Stucco	480	25.0%	460	25.7%	330	23.4%	345	25.9%
5	Secondary Material Totals	265	13.8%	300	16.8%	260	18.4%	130	9.7%
	Cementitious Lap Siding	175	9.1%	240	13.4%	150	10.6%	80	6.0%
	Metal	90	4.6%	60	3.3%	110	7.8%	50	3.7%

BRICK 1 ACME Quorum - King Size Heritage Texture Denton Plant Blend DTP136	BRICK 2 ACME Crimson - King Size Smooth Texture Tulsa Plant Blend TUP003	BRICK 3 ACME Stone Bay - King Size Heritage Texture San Felipe Plant Blend SFP806	STONE 1 Solado Stone Sonoma Buff Lueders	STONE 2 Coronado Stone Smooth Limestone White Sands
PAINT 1 USED ON TILT-WALL & STUCCO Integral Color: SW 7004 Snowbound RGB: 237 / 234 / 229	PAINT 2 USED ON TILT-WALL & STUCCO Integral Color: SW 7069 Iron Ore RGB: 67 / 67 / 65	PAINT 3 USED ON TILT-WALL & STUCCO Integral Color: SW 7650 Ellie Gray RGB: 170 / 169 / 164	SIDING Cementitious Lap Siding Integral Color	METAL - STANDING SEAM Tee-Panel Standing Seam System
			METAL ACCENT Color: Dark Bronze	

BRICK 1
ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136

BRICK 2
ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003

BRICK 3
ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806

STONE 1
Solado Stone
Sonoma Buff Lueders

STONE 2
Coronado Stone
Smooth Limestone
White Sands

**PAINT 1 USED ON
TILT-WALL & STUCCO**
Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229

**PAINT 2 USED ON
TILT-WALL & STUCCO**
Integral Color: SW 7069
Iron Ore
RGB: 67 / 67 / 65

**PAINT 3 USED ON
TILT-WALL & STUCCO**
Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164

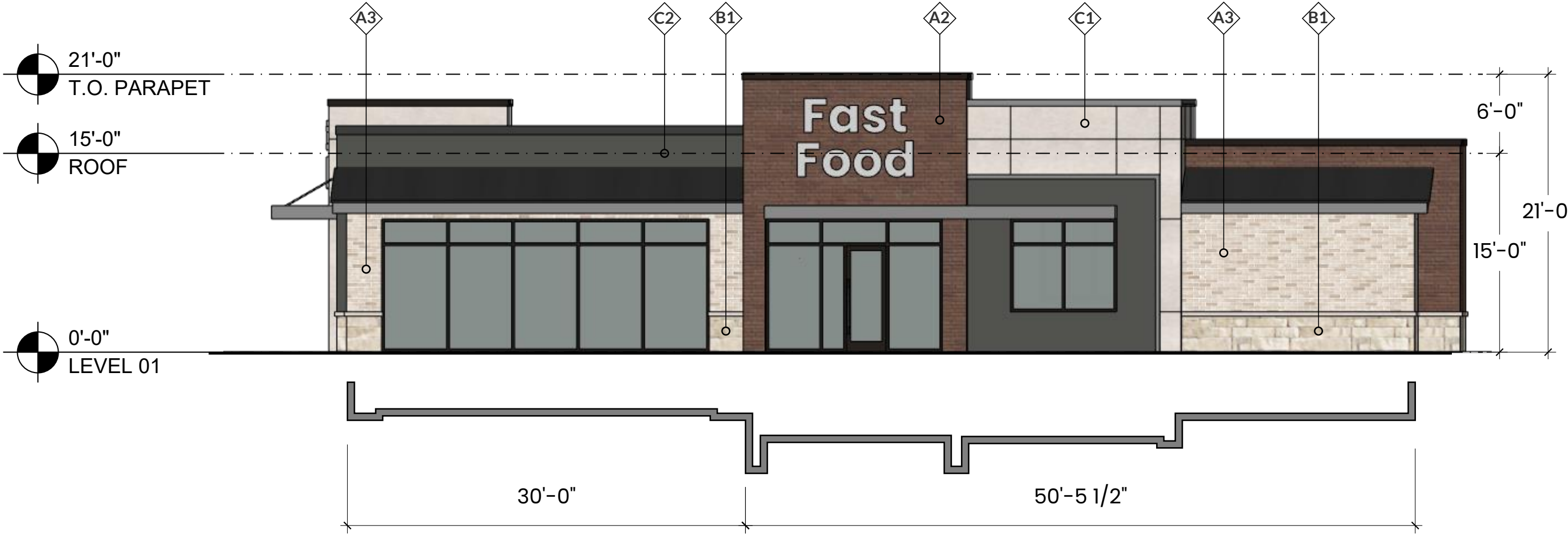
SIDING
Cementitious Lap Siding
Integral Color

**METAL - STANDING
SEAM**
Tee-Panel
Standing Seam System

METAL ACCENT
Color: Dark Bronze

Fast Food Building		Front		Back		Left		Right		Building Totals	
1	Total Façade SF	1,475		1,490		700		611		4,276	
2	Façade SF(minus windows & doors)	985		1,270		535		611		3,401	
3	Doors & Windows	490		220		165		0		875	
	SF	%	SF	%	SF	%	SF	%	SF	%	
4	Primary Material Totals	835	84.7%	1,050	82.6%	505	94.3%	575	94.1%	2,965	87.1%
	Stone	90	9.1%	215	16.9%	75	14.0%	130	21.2%	510	14.9%
	Brick	410	41.6%	230	18.1%	100	18.6%	445	72.8%	1,185	34.8%
	Stucco	335	34.0%	605	47.6%	330	61.6%	0	0.0%	1,270	37.3%
5	Secondary Material Totals	150	15.2%	220	17.3%	30	5.6%	36	5.8%	436	12.8%
	Cementitious Lap Siding	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
	Metal	150	15.2%	220	17.3%	30	5.6%	36	5.8%	436	12.8%

EXHIBIT "G" - CONCEPTUAL ELEVATIONS



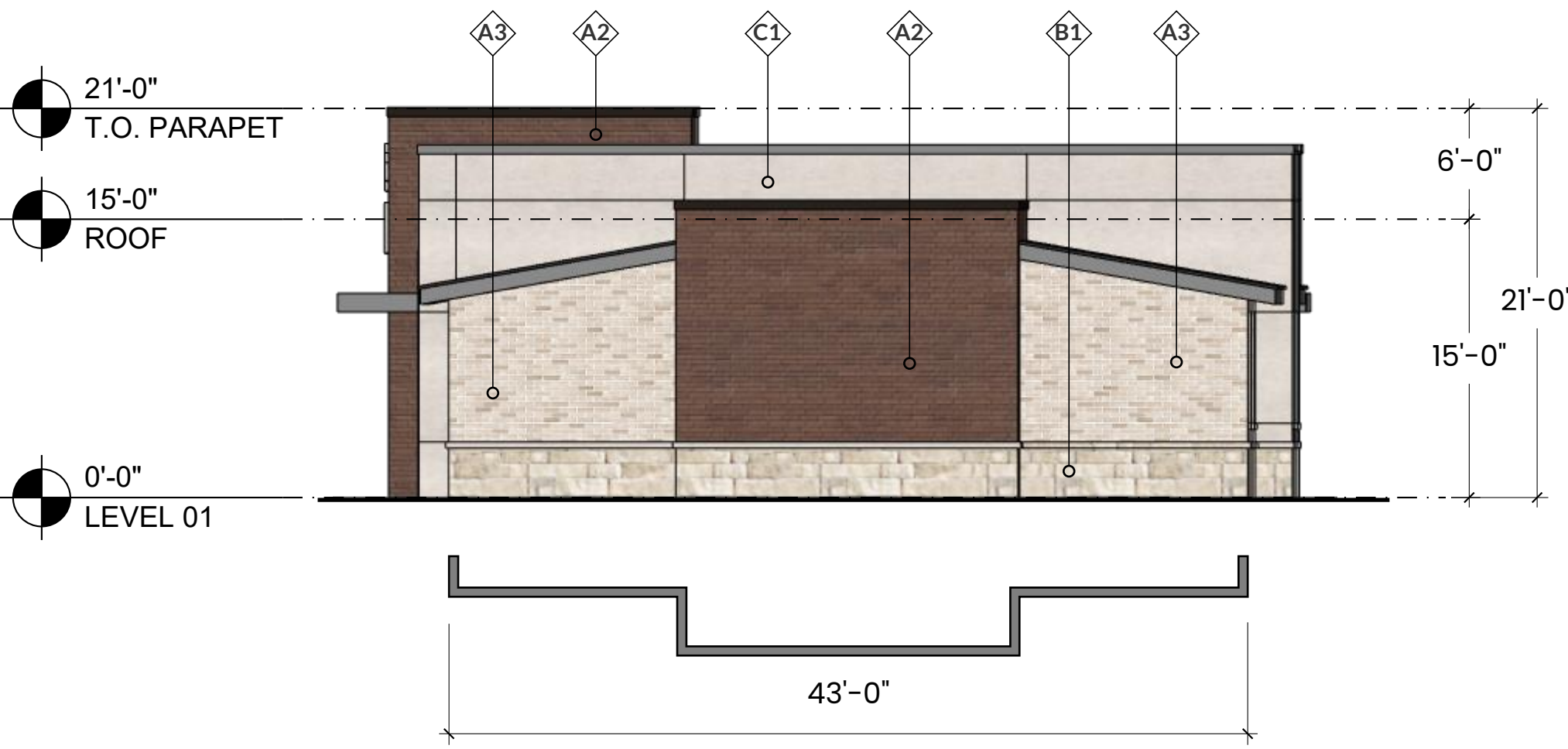
4 FRONT ELEVATION - FAST FOOD USER
SCALE: 1/8" = 1'-0"



2 BACK ELEVATION - FAST FOOD USER
SCALE: 1/8" = 1'-0"



3 LEFT ELEVATION - FAST FOOD USER
SCALE: 1/8" = 1'-0"



1 RIGHT ELEVATION - FAST FOOD USER
SCALE: 1/8" = 1'-0"

BRICK 1
ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136

BRICK 2
ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003

BRICK 3
ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806

STONE 1
Solado Stone
Sonoma Buff Lueders

STONE 2
Coronado Stone
Smooth Limestone
White Sands

PAINT 1 USED ON
TILT-WALL & STUCCO
Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229

PAINT 2 USED ON
TILT-WALL & STUCCO
Integral Color: SW 7069
Iron Ore
RGB: 67 / 67 / 65

PAINT 3 USED ON
TILT-WALL & STUCCO
Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164

SIDING
Cementitious Lap Siding
Integral Color

METAL - STANDING SEAM
Tee-Panel
Standing Seam System

METAL ACCENT
Color: Dark Bronze

	Bank Building		Front		Back		Left		Right		Building Totals	
1	Total Façade SF		1,505		1,660		1,380		1,380		5,925	
2	Façade SF(minus windows & doors)		1,215		1,370		1,305		1,305		5,195	
3	Doors & Windows		290		290		75		75		730	
	SF	%	SF	%	SF	%	SF	%	SF	%	SF	%
4	Primary Material Totals		1,015	83.5%	1,100	80.2%	1,285	98.4%	1,285	98.4%	4,685	90.1%
	Stone	285	23.4%	300	21.8%	625	47.8%	625	47.8%	1,835	35.3%	
	Brick	730	60.0%	690	50.3%	450	34.4%	450	34.4%	2,320	44.6%	
	Stucco	0	0.0%	110	8.0%	210	16.0%	210	16.0%	530	10.2%	
5	Secondary Material Totals		200	16.4%	270	19.7%	20	1.5%	20	1.5%	510	9.8%
	Cementitious Lap Siding	200	16.4%	155	11.3%	0	0.0%	0	0.0%	355	6.8%	
	Metal	0	0.0%	115	8.3%	20	1.5%	20	1.5%	155	2.9%	

EXHIBIT "G" - CONCEPTUAL ELEVATIONS



4 BACK ELEVATION - BANK
SCALE: 1/8" = 1'-0"



3 FRONT ELEVATION - BANK
SCALE: 1/8" = 1'-0"

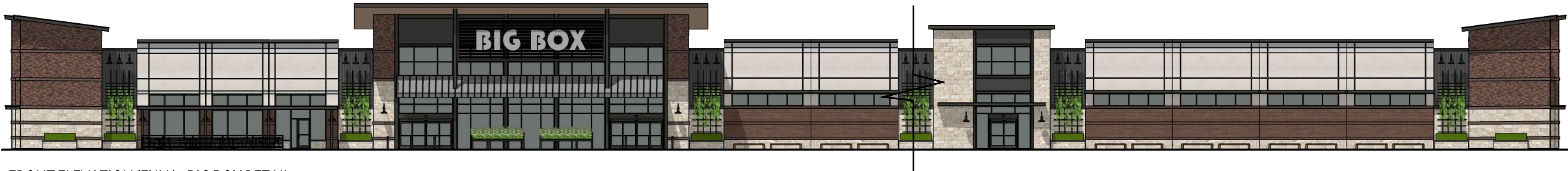


2 LEFT ELEVATION - BANK
SCALE: 1/8" = 1'-0"



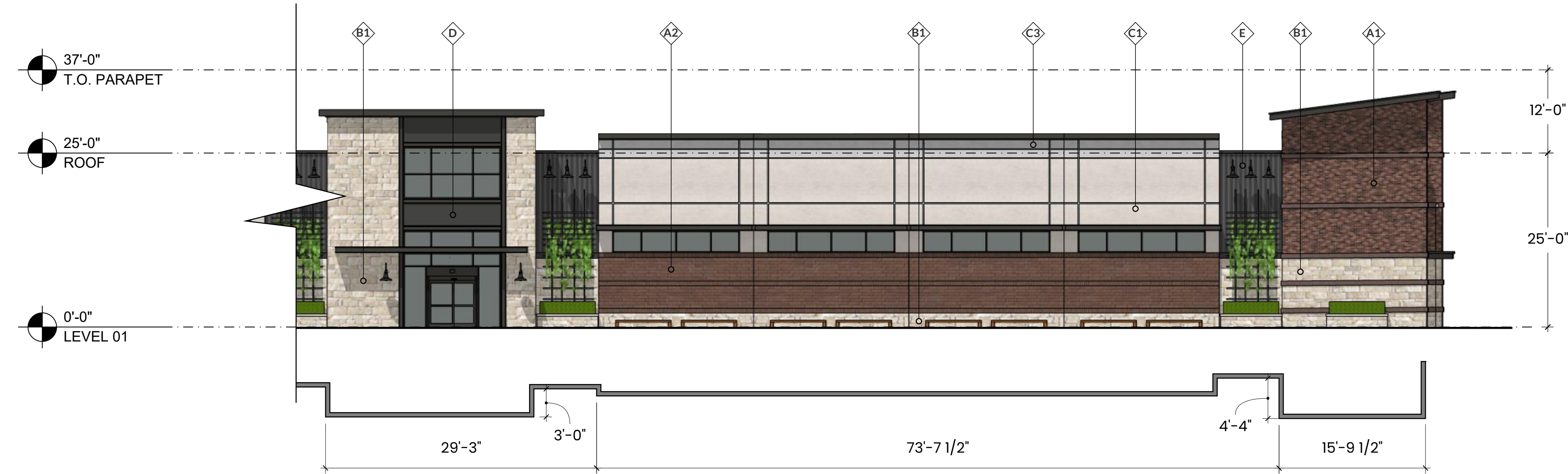
1 RIGHT ELEVATION - BANK
SCALE: 1/8" = 1'-0"

EXHIBIT "G" - CONCEPTUAL ELEVATIONS



FRONT ELEVATION (FULL) - BIG BOX RETAIL

SCALE: NTS



2 FRONT ELEVATION 2 - BIG BOX RETAIL

SCALE: 3/32" = 1'-0"

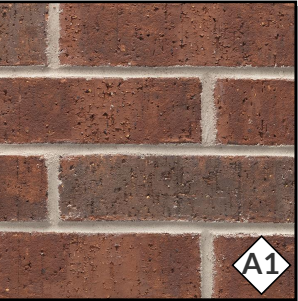


1 FRONT ELEVATION 1 - BIG BOX RETAIL

SCALE: 3/32" = 1'-0"

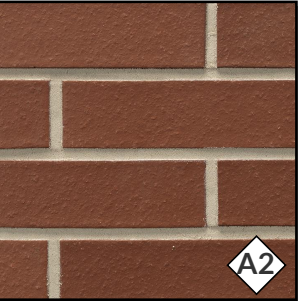
Big Box Retail Building		Front		Back		Left		Right		Building Totals		
1	Total Façade SF	9,840		11,540		8,505		8,505		38,390		
2	Façade SF(minus windows & doors)	9,350		11,390		8,390		8,390		37,520		
3	Doors & Windows	490		150		115		115		870		
4	Primary Material Totals	SF	%	SF	%	SF	%	SF	%	SF	%	
		7,615	81.4%	10,170	89.2%	7,045	83.9%	7,045	83.9%	31,875	84.9%	
		Stone	1,910	20.4%	365	3.2%	780	9.2%	780	9.2%	3,835	10.2%
		Brick	2,530	27.0%	4,615	40.5%	2,595	30.9%	2,595	30.9%	12,335	32.8%
5	Secondary Material Totals	Stucco	3,175	33.9%	5,190	45.5%	3,670	43.7%	3,670	43.7%	15,705	41.8%
		1,735	18.5%	1,220	10.7%	1,345	16.0%	1,345	16.0%	5,645	15.0%	
		Cementitious Lap Siding	150	1.6%	0	0.0%	375	4.4%	375	4.4%	900	2.3%
		Metal	1,585	16.9%	1,220	10.7%	970	11.5%	970	11.5%	4,745	12.6%

ELEVATIONS ON PAGE



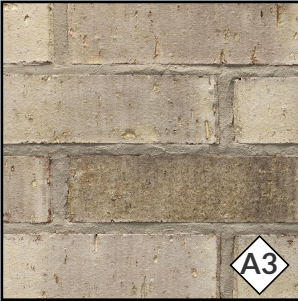
BRICK 1

ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136



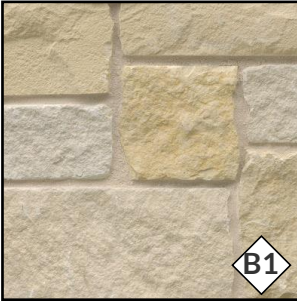
BRICK 2

ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003



BRICK 3

ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806



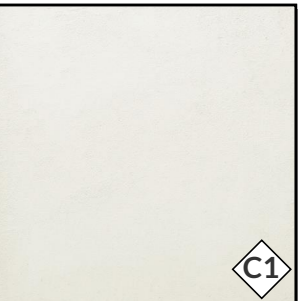
STONE 1

Solado Stone
Sonoma Buff Lueders



STONE 2

Coronado Stone
Smooth Limestone
White Sands



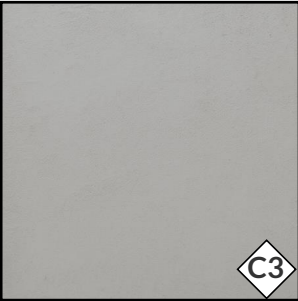
PAINT 1 USED ON
TILT-WALL & STUCCO

Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229



PAINT 2 USED ON
TILT-WALL & STUCCO

Integral Color: SW 7069
Iron Ore
RGB: 67 / 67 / 65



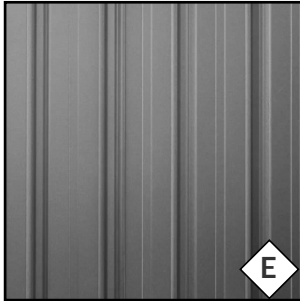
PAINT 3 USED ON
TILT-WALL & STUCCO

Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164



SIDING

Cementitious Lap Siding
Integral Color



METAL - STANDING SEAM

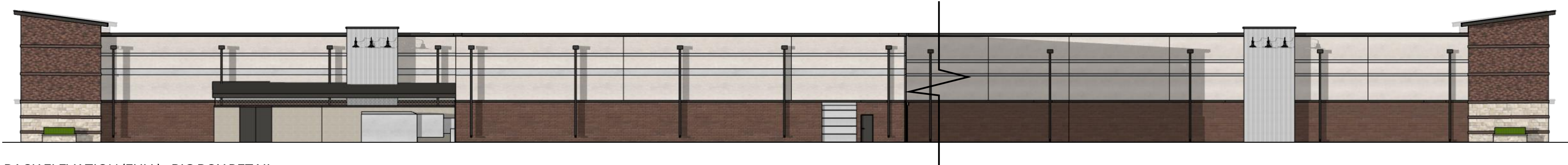
Tee-Panel
Standing Seam System



METAL ACCENT

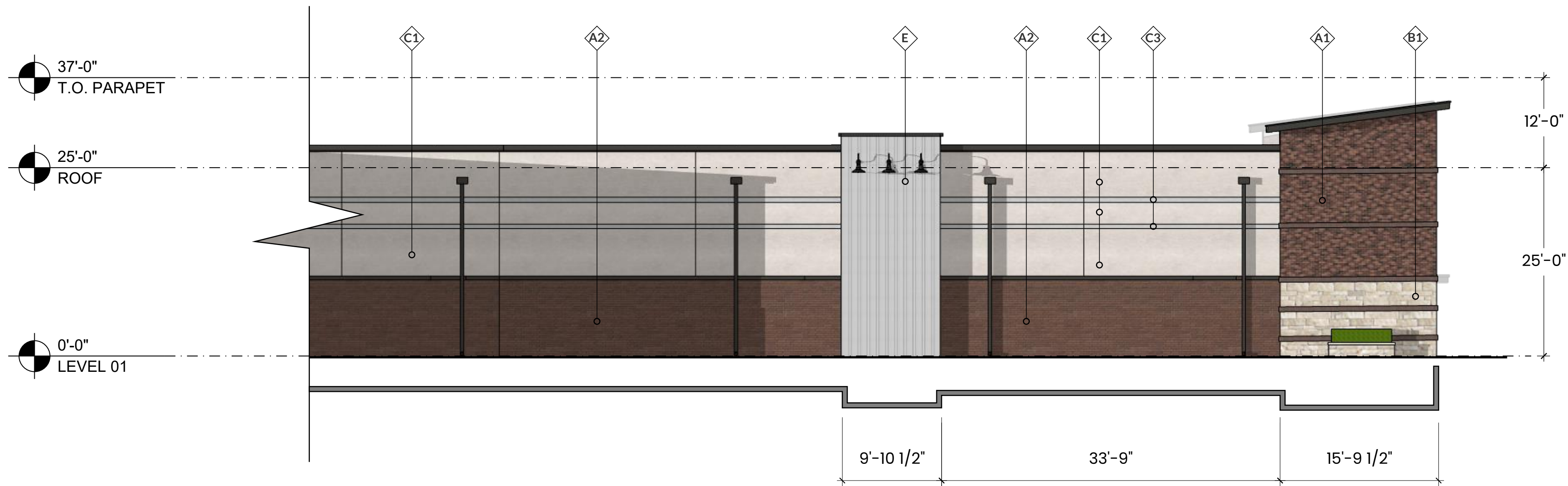
Color: Dark Bronze

EXHIBIT "G" - CONCEPTUAL ELEVATIONS



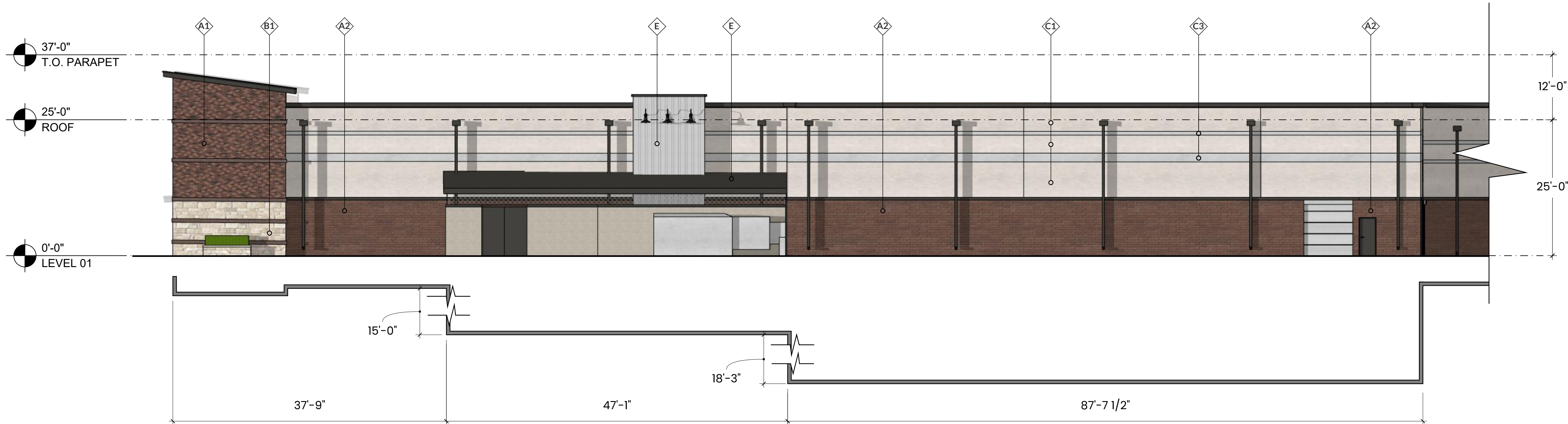
BACK ELEVATION (FULL) - BIG BOX RETAIL

SCALE: NTS



2 BACK ELEVATION 2 - BIG BOX RETAIL

SCALE: 3/32" = 1'-0"



1 BACK ELEVATION 1 - BIG BOX RETAIL

SCALE: 3/32" = 1'-0"

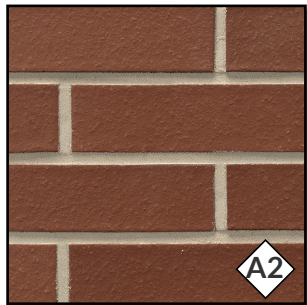
Big Box Retail Building	Front		Back		Left		Right		Building Totals	
1	Total Façade SF		9,840	11,540	8,505	8,505	38,390			
2	Façade SF(minus windows & doors)		9,350	11,390	8,390	8,390	37,520			
3	Doors & Windows		490	150	115	115	870			
4	SF	%	SF	%	SF	%	SF	%	SF	%
	Primary Material Totals		7,615	81.4%	10,170	89.2%	7,045	83.9%	7,045	83.9%
	Stone		1,910	20.4%	365	3.2%	780	9.2%	780	9.2%
	Brick		2,530	27.0%	4,615	40.5%	2,595	30.9%	2,595	30.9%
5	Secondary Material Totals		1,735	18.5%	1,220	10.7%	1,345	16.0%	1,345	16.0%
	Cementitious Lap Siding		150	1.6%	0	0.0%	375	4.4%	375	4.4%
	Metal		1,585	16.9%	1,220	10.7%	970	11.5%	970	11.5%
6									4,745	12.6%

ELEVATIONS ON PAGE



BRICK 1

ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136



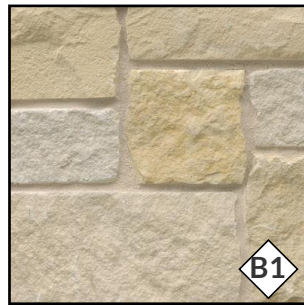
BRICK 2

ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003



BRICK 3

ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806



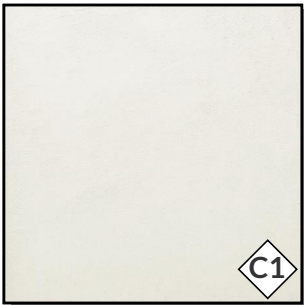
STONE 1

Solado Stone
Sonoma Buff Lueders



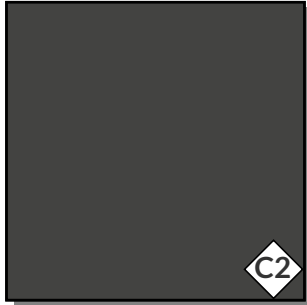
STONE 2

Coronado Stone
Smooth Limestone
White Sands



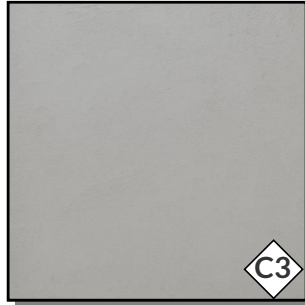
PAINT 1 USED ON TILT-WALL & STUCCO

Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229



PAINT 2 USED ON TILT-WALL & STUCCO

Integral Color: SW 7069
Iron Ore
RGB: 67 / 67 / 65



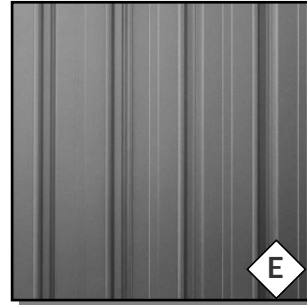
PAINT 3 USED ON TILT-WALL & STUCCO

Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164



SIDING

Cementitious Lap Siding
Integral Color



METAL - STANDING SEAM

Tee-Panel
Standing Seam System

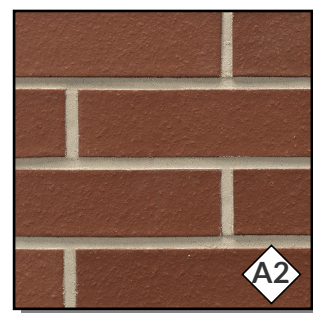


METAL ACCENT

Color: Dark Bronze



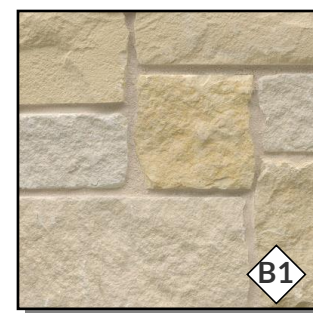
BRICK 1
ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136



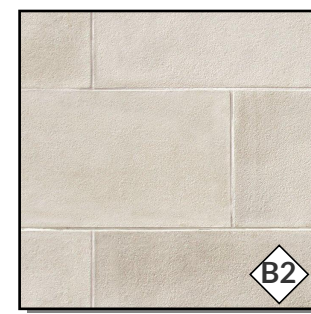
BRICK 2
ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003



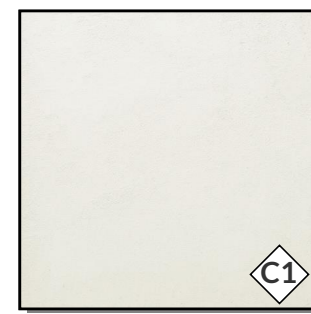
BRICK 3
ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806



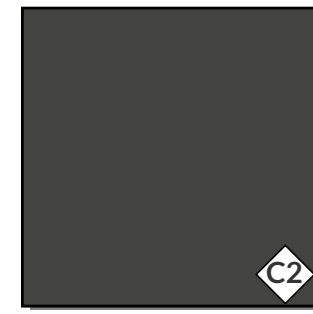
STONE 1
Solado Stone
Sonoma Buff Lueders



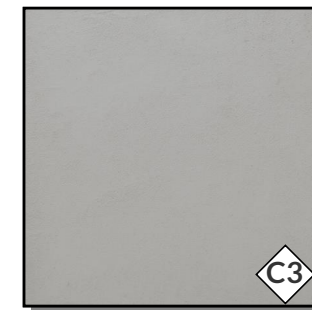
STONE 2
Coronado Stone
Smooth Limestone
White Sands



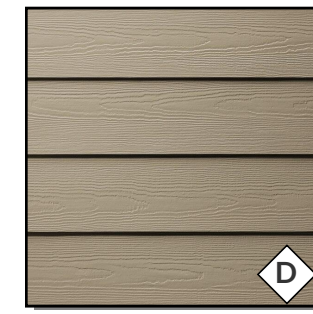
PAINT 1 USED ON TILT-WALL & STUCCO
Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229



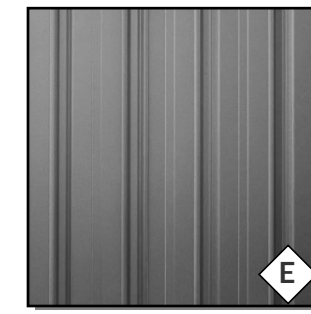
PAINT 2 USED ON TILT-WALL & STUCCO
Integral Color: SW 7069
Iron Ore
RGB: 67 / 67 / 65



PAINT 3 USED ON TILT-WALL & STUCCO
Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164



SIDING
Cementitious Lap Siding
Integral Color



METAL - STANDING SEAM
Tee-Panel
Standing Seam System

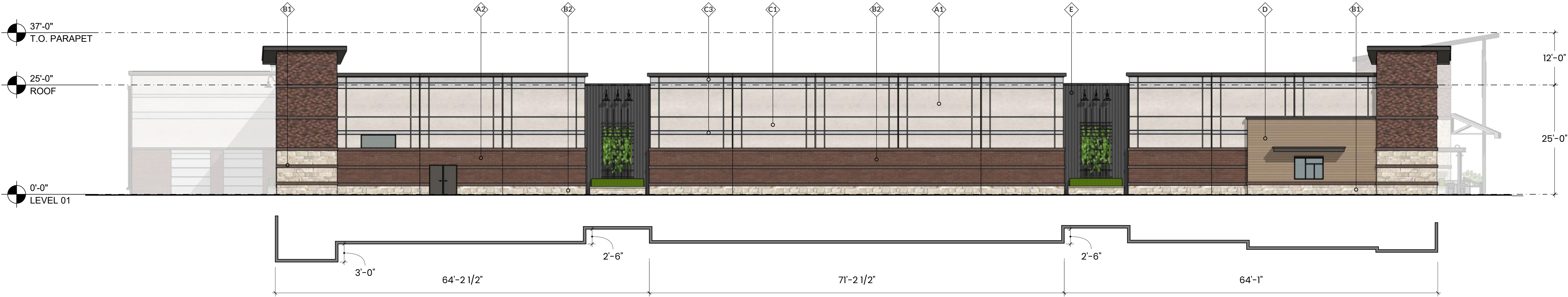


METAL ACCENT
Color: Dark Bronze

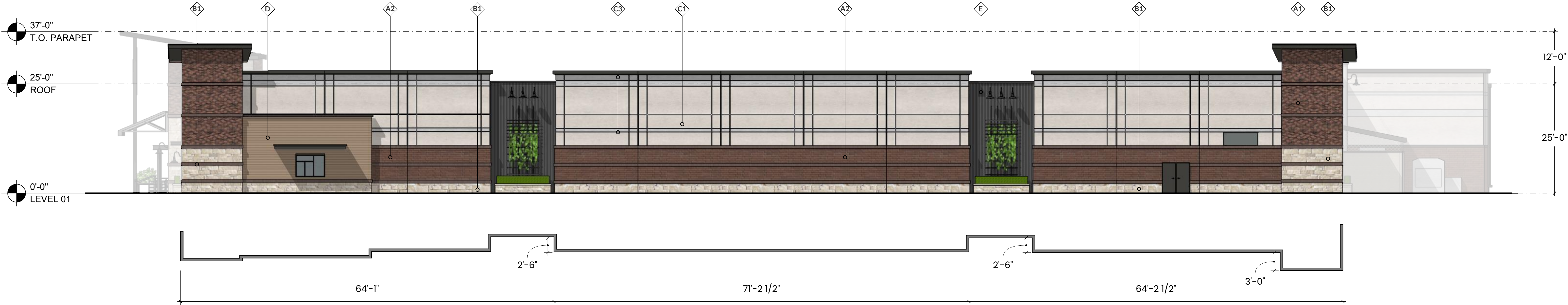
Big Box Retail Building		Front		Back		Left		Right		Building Totals		
1	Total Façade SF	9,840		11,540		8,505		8,505		38,390		
2	Façade SF(minus windows & doors)	9,350		11,390		8,390		8,390		37,520		
3	Doors & Windows	490		150		115		115		870		
4	Primary Material Totals	SF	%	SF	%	SF	%	SF	%	SF	%	
		7,615	81.4%	10,170	89.2%	7,045	83.9%	7,045	83.9%	31,875	84.9%	
		Stone	1,910	20.4%	365	3.2%	780	9.2%	780	9.2%	3,835	10.2%
		Brick	2,530	27.0%	4,615	40.5%	2,595	30.9%	2,595	30.9%	12,335	32.8%
		Stucco	3,175	33.9%	5,190	45.5%	3,670	43.7%	3,670	43.7%	15,705	41.8%
5	Secondary Material Totals	1,735	18.5%	1,220	10.7%	1,345	16.0%	1,345	16.0%	5,645	15.0%	
6	Cementitious Lap Siding	150	1.6%	0	0.0%	375	4.4%	375	4.4%	900	2.3%	
	Metal	1,585	16.9%	1,220	10.7%	970	11.5%	970	11.5%	4,745	12.6%	

ELEVATIONS ON PAGE

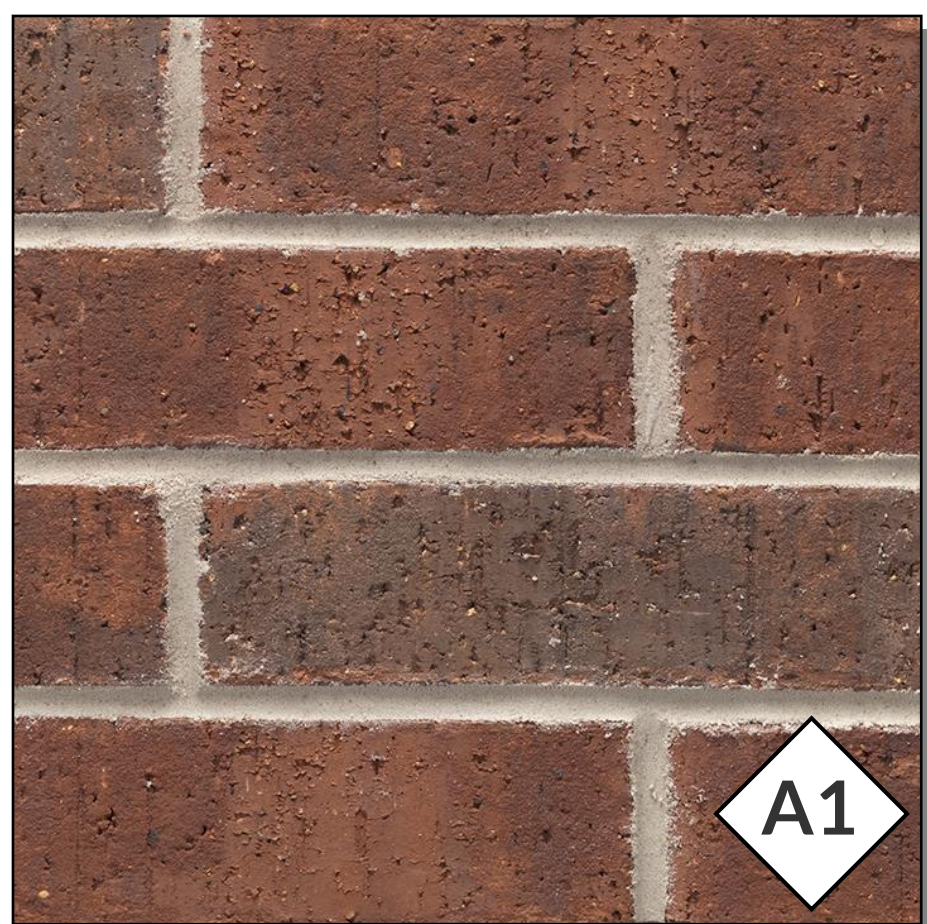
EXHIBIT "G" - CONCEPTUAL ELEVATIONS



2 LEFT ELEVATION 1 - BIG BOX RETAIL
SCALE: 3/32" = 1'-0"

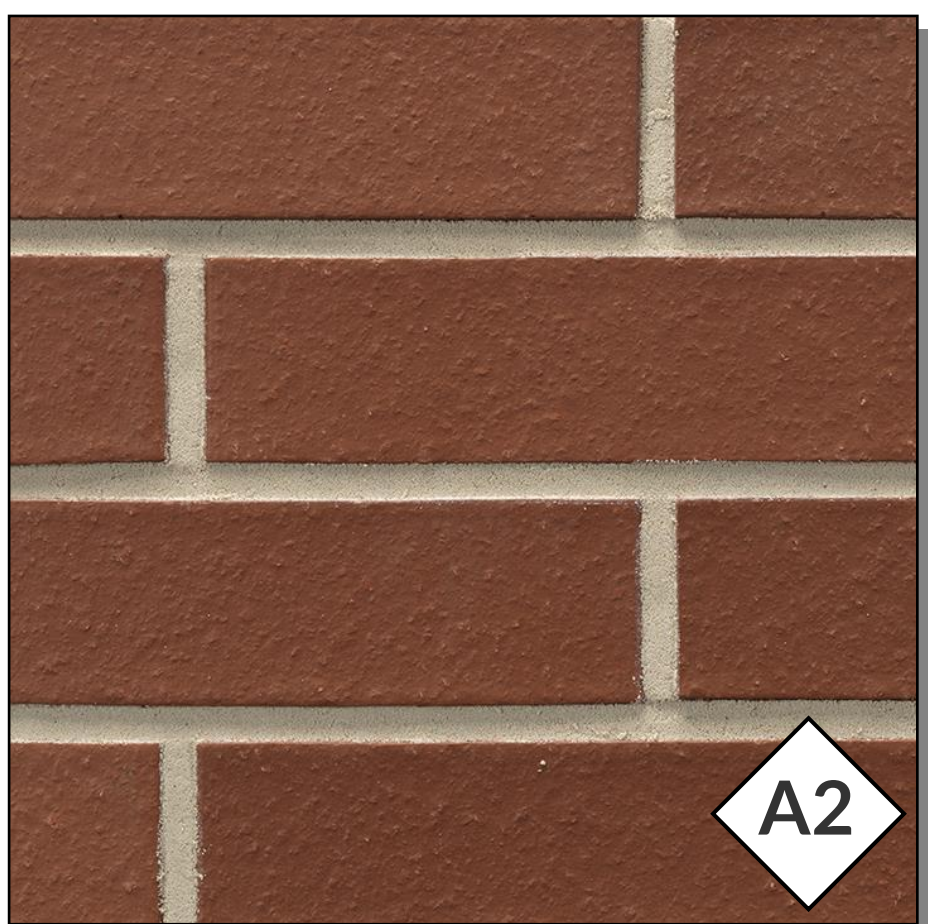


1 RIGHT ELEVATION 1 - BIG BOX RETAIL
SCALE: 3/32" = 1'-0"



BRICK 1

ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136



BRICK 2

ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003



BRICK 3

ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806



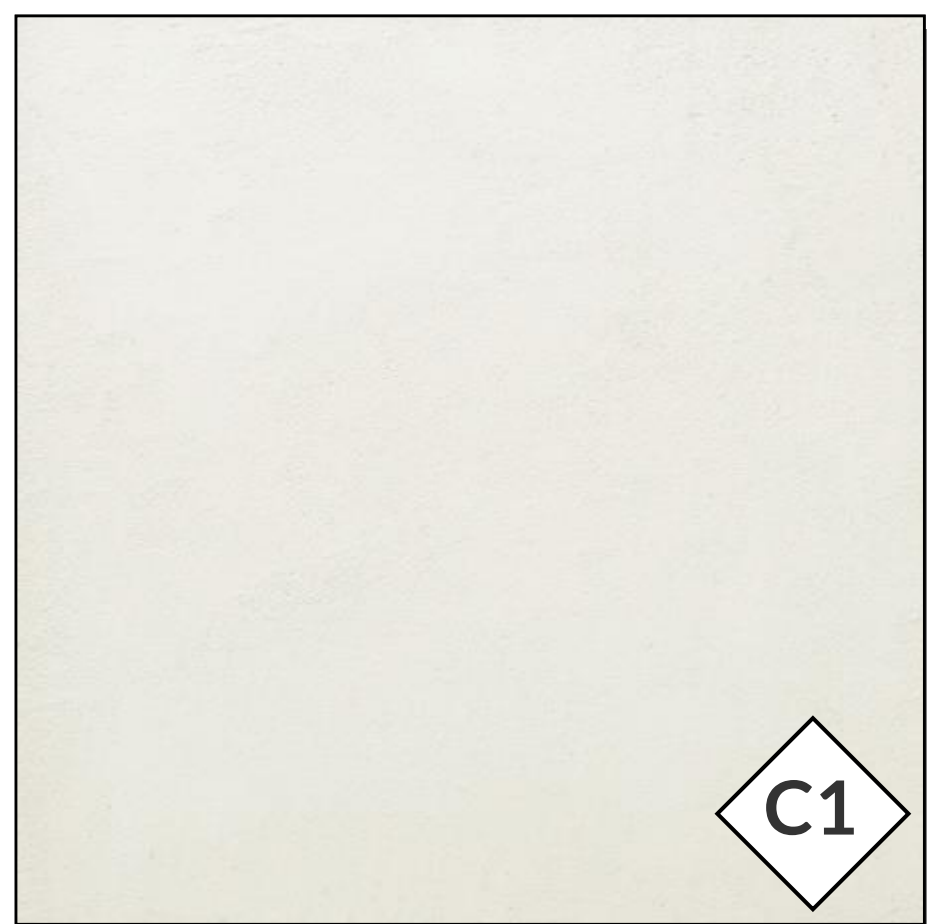
STONE 1

Solado Stone
Sonoma Buff Lueders



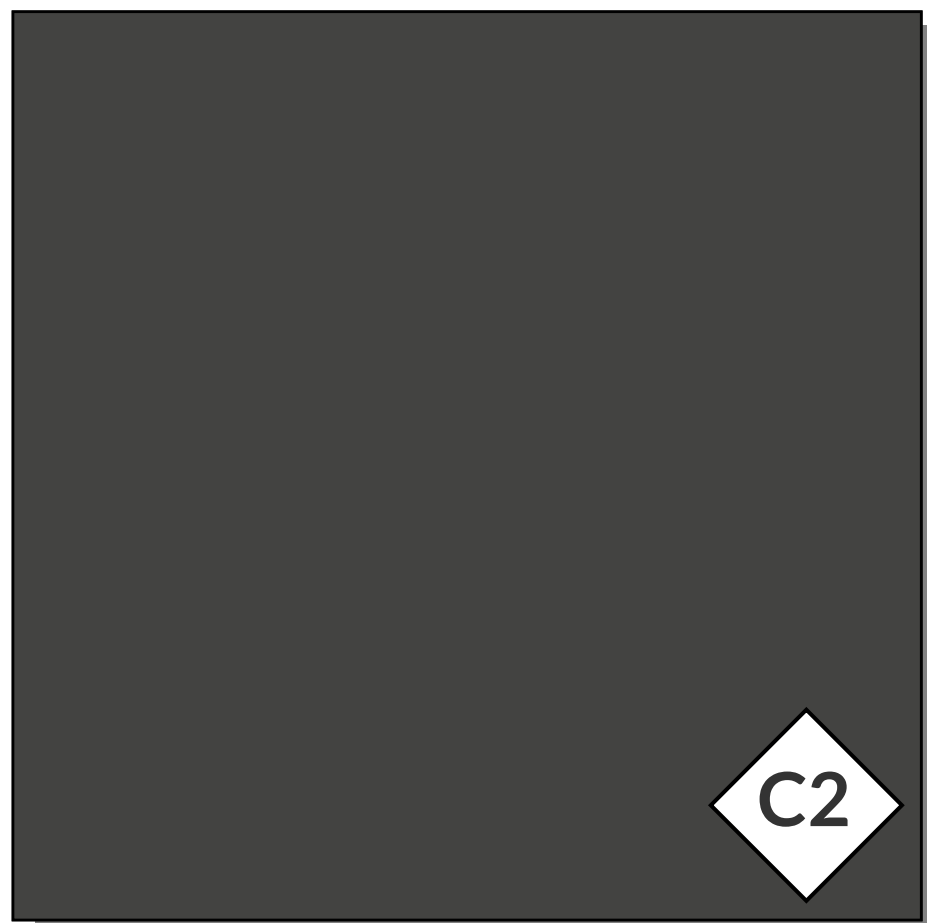
STONE 2

Coronado Stone
Smooth Limestone
White Sands



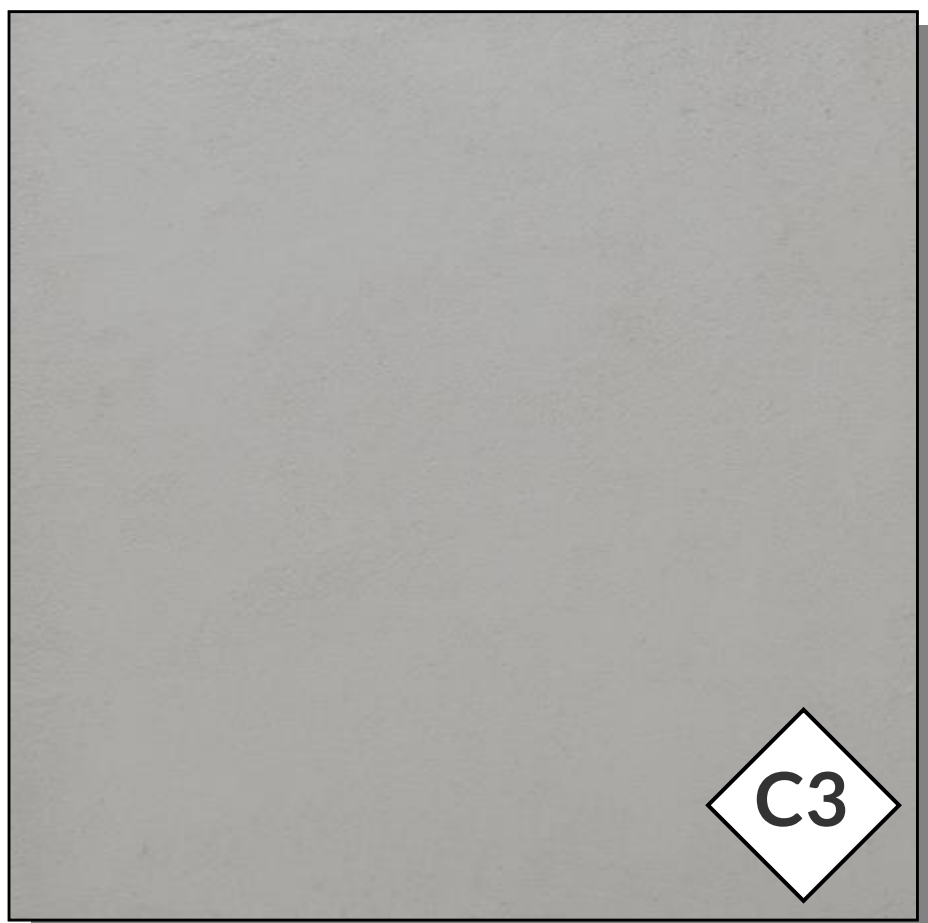
**PAINT 1 USED ON
TILT-WALL & STUCCO**

Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229



**PAINT 2 USED ON
TILT-WALL & STUCCO**

Integral Color: SW 7069
Iron Ore
RGB: 67 / 67 / 65



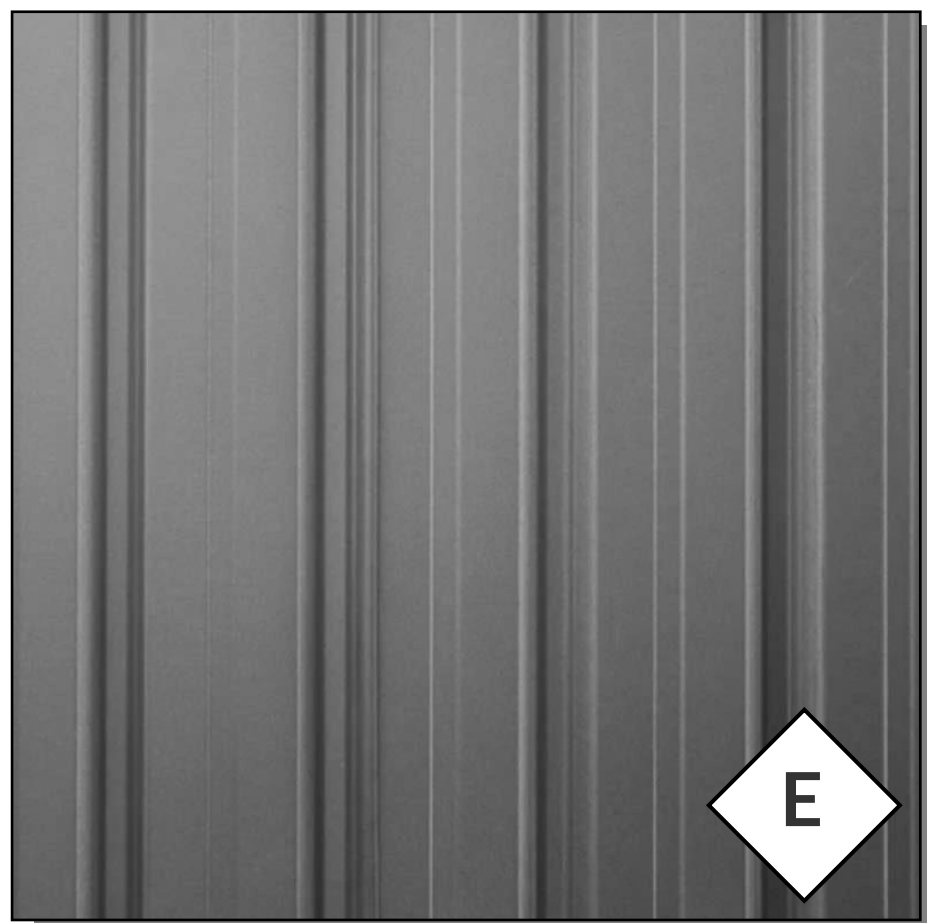
**PAINT 3 USED ON
TILT-WALL & STUCCO**

Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164



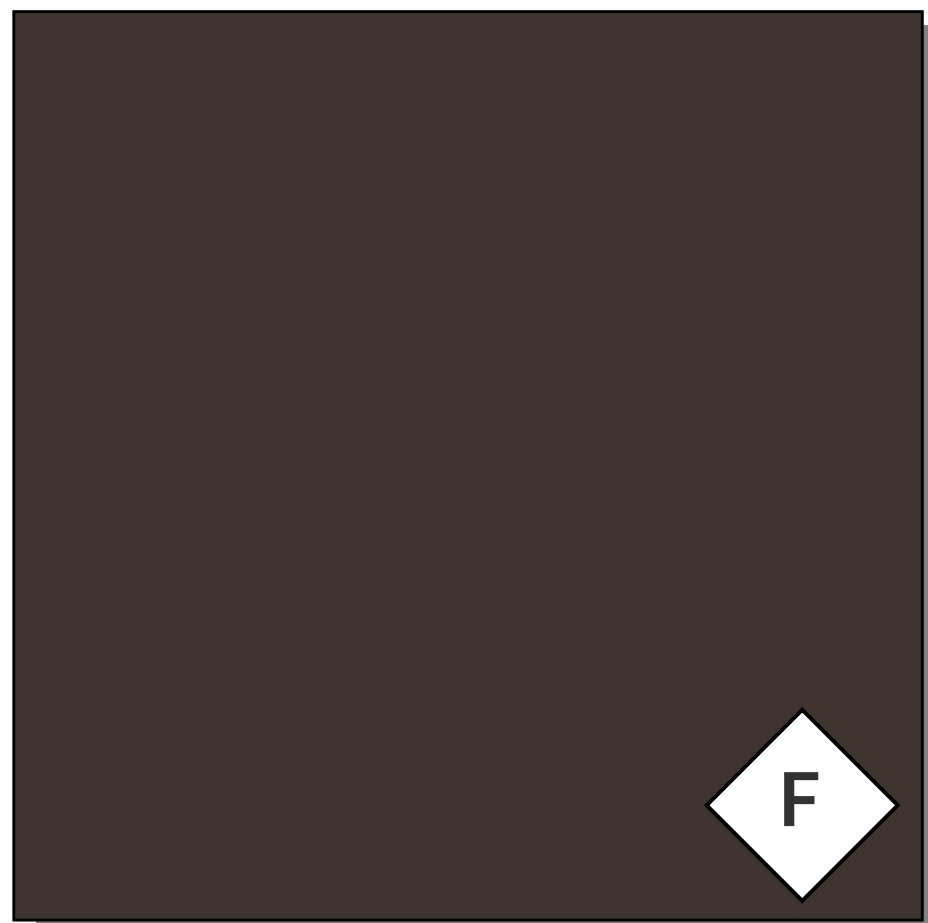
SIDING

Cementitious Lap Siding
Integral Color



**METAL - STANDING
SEAM**

Tee-Panel
Standing Seam System



METAL ACCENT

Color: Dark Bronze



STONE VENEER LIMESTONE

DARK BRONZE METAL
COLUMN / WALL CAP

ORNAMENTAL BLACK METAL
FENCE



10/03/2024

90107.1

FLOWER MOUND, TX

PERSPECTIVE

BD15

Exhibit "H" Outdoor Storage Screening