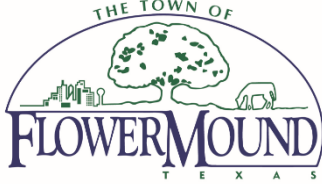


# Town Council Regular Meeting

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April 7, 2025  
Town Hall  
2121 Cross Timbers Road  
Flower Mound, TX 75028

6:00 p.m.

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

Comments regarding any agenda item can be sent to the Town Council by emailing [towncouncil@flowermound.gov](mailto: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 Joseph Ciminna III
2. Recognition of the Flower Mound Citizens Academy - Class of 2025
3. Child Abuse Prevention Proclamation - CASA of Denton County

### 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. Public Works - Wastewater Treatment Plant of the Year Award
4. 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. April 17 - Work Session (CANCELED)
2. April 21 - Regular Meeting

**J. CONSENT ITEM(S)**

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

1. Minutes - 3/17 & 3/20 - Consider approval of the minutes from a regular meeting/work session held on March 17, 2025, and a work session held on March 20, 2025.
2. Alternate Municipal Judge Reappointment - Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April 20, 2025, through April 21, 2027.
3. Dump Truck (2) replacement - Consider approval of the replacement purchase of two 2026 International HV607 6x4 12/14 Dump Trucks from Southwest International Trucks in the amount of \$291,106.08 utilizing the BuyBoard Cooperative Contract # 723-23.
4. PSA - Sanitary Sewer Flow Monitoring - Consider approval of the Professional Services Agreement with RJN Group, Inc., for sanitary sewer flow monitoring, maintenance and analysis support, in the amount of \$103,884.00; and authorization for the Mayor to execute same on behalf of the Town.
5. Pavement Joint Sealing Services - Consider approval of the annual purchase contract for pavement joint sealing services with Super Sealing USA dba Innovative Road Composites, Inc., through the County of Ellis Contract (RFB-2022-021) for an estimated annual amount of \$80,000.

**K. REGULAR ITEM(S)**

1. PSA - Fire Station 6 - Consider approval of a Professional Services Agreement with Martinez Architects, LP, for the programming, design, and construction administration associated with the Fire Station 6 project, in the amount of \$1,080,000.00; and authorization for the Mayor to execute same on behalf of the Town.



2. Notice of Intent 2025 CO - Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2025, in the principal amount not to exceed \$19,200,000, for the purpose of paying for waterworks and sewer system improvements and fire-fighting facilities.
3. MPA25-0001 - Furst Ranch Thoroughfare Plan Amendment - Public Hearing to consider an ordinance for a Master Plan Amendment (MPA25-0001 – Furst Ranch Thoroughfare Plan Amendment) to amend Section 7.0 - Thoroughfare Plan to change the classification from Mixed-Use (MU) Arterial to Urban Minor Arterial for the first MU Arterial street located east of the intersection of Cross Timbers Road (FM 1171) and U.S. Highway (US) 377 north to the roundabout and the MU Arterial street located north of the intersection of Cross Timbers Road (FM 1171) and US 377 east to the roundabout. The property is generally located in the northeast quadrant of Cross Timbers Road and US 377. (Planning and Zoning Commission recommended approval by a vote of 6 to 0 at their March 24, 2025, meeting.) (Transportation Commission recommended approval by a vote of 5 to 1 at their March 11, 2025, meeting.)
4. MPA23-0002 - Lakeside DFW / Lakeside East - Public Hearing to consider an ordinance for a Master Plan Amendment (MPA23-0002 – Lakeside DFW / Lakeside East) 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 from Lakeside Business District Area Plan with Campus Commercial uses to Mixed Use. The property is generally located east of Long Prairie Road and between Spinks Road and Lakeside Parkway. (PZ recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting.)
5. MU23-0001 - Lakeside DFW / Lakeside East - Public Hearing to consider an ordinance amending the zoning (MU23-0001 – Lakeside DFW / Lakeside East) from Planned Development District No. 38 (PD-38) with Commercial District-2 (C-2) uses and Planned Development District No. 39 (PD-39) with Commercial-2 District (C-2) uses to Mixed Use District-1 (MU-1) for Lakeside DFW, and to amend Mixed Use District-1 (MU-1) standards to include conceptual plans and development standards for Lakeside East, to modify Lakeside DFW development standards to transfer unutilized residential density from the MU-C(1), MU-C(4), and MU-N(1) subzones to the proposed MU-N(2) subzone, and to request certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located east and west of Long Prairie Road and north and south of Lakeside Parkway. (PZ recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting.)

## **L. CLOSED MEETING**

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as indicated below. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the below-referenced items.

1. Consultation with Town Attorney.
  - a. Case No. 4:25-cv-00244 Rembert, et al v. Town of Flower Mound

- b. Update regarding proposed Texas legislation.
- 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, including real property located north of FM 1171 and west of US 377, and all matters incident and related thereto.
- 3. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, performance related to certain incentive agreements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.
- 4. Discuss the resignation (retirement) and recruitment process associated with the Town Secretary, and all matters incidental and related thereto.

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**

## **N. 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: April 4, 2025, at 9:10 a.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 and Work Session

---



March 17, 2025  
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 and work session to order at 6:00 p.m. with the following members present:

Cheryl Moore, Mayor  
Ann Martin, Mayor Pro Tem  
Adam Schiestel, Deputy Mayor Pro Tem  
Chris Drew, Councilmember Place 2  
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  
Mary Hunning, Director of Accounting Services  
Shelly Willson, Customer Service Manager

### B. INVOCATION

Chaplain Plunk 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."

1. Pledges - Webelos Cub Scout Pack 392  
Webelos Cub Scout Pack 392 led the pledges.

### D. PUBLIC COMMENT

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

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

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

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

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

|     | <b>Speaker name and address</b>             | <b>Subject (as written on the form)</b> |
|-----|---------------------------------------------|-----------------------------------------|
| 1.  | Sheldon Anderson, 7007 Hawk Rd              | Eden Ranch                              |
| 2.  | Tamara Weber, 4101 Addington Pl             | (not indicated)                         |
| 3.  | Elmer McKeegan, 645 Lake Bluff Dr           | Proclamation - Motorcycle awareness     |
| 4.  | Stephen Vargas, 5212 Glen Heather           | K1                                      |
| 5.  | Shannon Barkett, 7500 Bis Ln                | Eden Ranch                              |
| 6.  | Bryan Webb, 4112 High Rd                    | Eden Ranch                              |
| 7.  | Ed Brock, 6921 Hawk Rd                      | Eden Ranch                              |
| 8.  | Ruth Brock, 6921 Hawk Rd                    | Eden                                    |
| 9.  | Glenda Straub, 7201 Hawk Rd                 | Eden                                    |
| 10. | Lacey Bryant, 6500 Cross Timbers Rd         | Eden Ranch                              |
| 11. | Fred Vincent, 3933 Bordeaux Cir             | Eden                                    |
| 12. | Bret Chance, 3709 Old Mill Dr               | Eden Ranch                              |
| 13. | Georgiana Bustos, 5309 Yager Dr, The Colony | D                                       |
| 14. | Ginger Brittain, 35 King Rd, Double Oak     | K1                                      |
| 15. | Bailey Bryant, 6500 Cross Timbers           | K1                                      |
| 16. | Marsha Gavitt, 6501 Meadowcrest Ln          | Eden                                    |
| 17. | Pat Wellen, 140 Forest Park Dr, Double Oak  | Eden Ranch                              |

|     |                                                     |                      |
|-----|-----------------------------------------------------|----------------------|
| 18. | Katy Grote, 165 Double Oaks, Double Oak             | Eden Ranch           |
| 19. | Kimberly Bystrom, address not provided*             | Eden Ranch - support |
| 20. | Heidi Radbourne, address not provided*              | Eden Ranch - support |
| 21. | Gary Dean Brittain, 35 Kings Rd, Double Oak*        | Eden Ranch - support |
| 22. | Julia Radbourne, 7400 Cross Timbers Rd*             | Eden Ranch - support |
| 23. | Lisa Zimmerman, 2409 Gramercy Park*                 | Eden Ranch - support |
| 24. | Steve Bystrom, address not provided*                | Eden Ranch - support |
| 25. | Barbara Little, 2019 Madera Blvd, Highland Village* | Eden Ranch - support |

*\* Indicates person did not wish to speak*

## **E. ANNOUNCEMENTS**

1. Announcements from the mayor and council members  
Mayor Pro Tem Martin wished everyone a Happy St. Patrick's Day and recited a blessing for the Town.

## **F. TOWN MANAGER'S REPORT**

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

### **a. Employee Service Recognition**

Mr. Childers and Mayor Moore recognized two town employees who had worked for 15+ years in the Town of Flower Mound.

## **G. FUTURE AGENDA ITEM(S)**

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

There were no future agenda item request.

## H. COORDINATION OF CALENDARS

Mayor Moore confirmed that all councilmembers plan on attending the following meeting dates.

1. March 20 - Work Session
2. April 7 - Regular Meeting

## I. CONSENT ITEM(S)

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

**ACTION:** Adam Schiestel moved to approve Consent items 1 - 6 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

1. Minutes - 3/3 - Consider approval of the minutes from a regular meeting held on March 3, 2025.
2. PSA - Timber Creek Stabilization - Consider approval of a Professional Services Agreement with Freese and Nichols, Inc., for the design phase services associated with the Timber Creek Stabilization at Timber Creek Road project, in the amount of \$99,318.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Fire Hydrant Replacement Services - Consider approval of a utility service proposal with Rey-Mar Construction LLC. for the replacement of fire hydrants, in the amount of \$138,481.28; and authorization for the Mayor to execute same on behalf of the Town.
4. CAC Outdoor Pool Resurfacing Project - Consider approval to purchase materials and installation for the resurfacing of the Community Activity Center's outdoor pool from Petra Chemical Company, utilizing their Buy Board Contract 701-23; in the amount of \$209,430.00.

5. Promoter Line Contract - 2025 Fall Festival - Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2025 Fall Festival, in an amount not-to-exceed \$190,000.00 and authorization for the Mayor to execute same on behalf of the Town.
6. Lease amendment for cellular site - Consider approval of the first lease amendment with Cellco Partnership d/b/a Verizon Wireless for the Tower/Ground lease dated October 16, 2008 for antenna and ground space at the elevated water storage at 3810 Bruton Orand Boulevard, and authorization for the Mayor to execute same on behalf of the Town.

## **J. REGULAR ITEM(S)**

1. 2024 ACFR - Consider approval of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2024.

Ms. Henning provided background information and introduced Kevin Randolph, CPA & Senior Manager, Eide & Bailey, who gave a presentation identifying or noting:

- summary
- auditor's opinion
- cash and investment overview
- general fund overview
- enterprise funds - water/sewer
- other reports

and she, or Mr. Randolph, responded to questions from the council regarding:

- expenditures and revenues that demonstrate a balanced budget

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

2. Green Waste Pilot Program Results - Discuss the results of the 2024 Green Waste Pilot Program and provide staff with direction for the next steps.

Ms. Willson provided background information for this item, and Jeri Harwell, Republic Services, presented the green waste pilot program results, noting:

- details on pilot program (routes, time of year, resident education campaign, tonnage tracked, survey)
- mailers to residents
- weekly participation data
- summary of results
- items to consider
- contract renewal in 2026

and Ms. Harwell responded to questions from Council regarding:

- bags versus containers
- implementation times
- bulk tonnage (no change)
- cost
- running the service a few times per year
- handling of green waste by the residents
- educational components
- possible drop off locations
- are leaves the highest bulk being collected

There was Council direction to get a recommendation from the Environmental Conservation Commission (ECC) and present options, including the possibility of swapping bulk days, and green waste drop-off locations.

## **K. WORK SESSION ITEM**

1. Eden Ranch - Work session discussion on the proposed Eden Ranch development project. Currently associated project numbers are MPA24-0006 and ZPD24-0006.

At 7:56 p.m. Mayor Moore announced that the Town Council is convening into closed meeting pursuant to Texas Government Code Chapter 551.071 for consultation with the Town Attorney. Town Council reconvened into an open meeting at 8:18 p.m. No action taken.

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- work session qualifiers
- Master Plan amendment
- 10.29.24 concept plan reviewed by staff 12/8/24
- modifications



- council direction topics

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

- proposed park sizes
- connection point to Kings Road
- infrastructure cost possibly covered by impact fees
- cemetery proximity and if a cemetery can be classified as open space
- exception clarification
- occupational restrictions
- ADU's, commercial use, homestead exemptions

Tyler Radbourne, Developer, and Quint (design manager) gave a presentation identifying or noting:

- town habitat video
- Eden Ranch development approach
- proposed site plan
- improved development options:
  - roadway/access/impervious surface
  - landscape treatments for safety, sound and views
  - open space plantings and uses
  - parks - dedication, location, and value
  - agricultural uses
- Shiloh cross-section at lot 178
- entry elevation
- entry overview
- site photos
- renderings
- wildlife habitats
- open space plantings
- agricultural uses
- park plans
- exceptions to code

and they responded to questions or comments from Council regarding:

- home orientation
- trees and need for scenic vistas, including clarification regarding orchard designation
- fences
- agriculture zoning
- compost station clarification
- some uses on the list don't fit the "farm" themes
- interest in cohesive space for recreation

- wildlife and how fences could prohibit their movement
- parkland dedication (a trail is not a park)
- interest in having more specifics and definitive information regarding proposed trees
- concerns regarding berms and masonry wall
- appearance is very dense and doesn't feel like it's protecting the natural prairie
- calculated open space
- lot coverage standard
- lot sizes on the east side
- senior housing options
- ADU's and lot size requirements
- agricultural storage and drainage
- pickleball lighting
- current conservation standards
- need for specificity and clarity on many aspects of the proposal
- density of 2 acres per residence is fitting for the conservation district
- non residential uses on ag lots

Mr. Dalton summarized that the first step was for the applicant to get feedback before completing a plan resubmittal, and tonight accomplished that. He noted the following steps (and not necessarily in this order) include:

- staff review
- second community meeting
- P & Z meeting/public hearing
- Parks Board recommendation
- Environmental Services Commission recommendation

## **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.

No action taken.

## **M. CLOSED MEETING**

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as indicated below. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the below-referenced items.

Mayor Moore announced that the Town Council is convening into a closed meeting at 10:34 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. Consultation with Town Attorney.

- a. Update regarding proposed Texas legislation.
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, including real property located north of FM 1171 and west of US 377, 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, construction of public improvements, performance related to certain incentive agreements, requests for incentive related proposals to develop real property, 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**

The Town Council reconvened into an open meeting at 11:49 p.m., to take no action on the above items.

#### **O. ADJOURN**

Mayor Moore adjourned the meeting at 11:49 p.m. and all were in favor.

**TOWN OF FLOWER MOUND, TEXAS**

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**CHERYL MOORE, MAYOR**

**ATTEST:**

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**THERESA SCOTT, TOWN SECRETARY**

# Town Council Work Session

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March 20, 2025  
Town Hall  
2121 Cross Timbers Road  
Flower Mound, TX 75028

6:20 p.m.

## DRAFT MINUTES

### A. CALL TO ORDER

Mayor Moore called the work session to order at 6:20 p.m. with the following members present:

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

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

Theresa Scott, Town Secretary  
James W. Childers, Town Manager  
Tommy Dalton, Assistant Town Manager  
Tiffany Bruce, Assistant Town Manager/Town Engineer  
Blake Hummel, Senior Project Engineer  
Brian Waltenburg, Director of Public Works  
Bob Pegg, Assistant Director of Engineering

### B. 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

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

|     | <b>Speaker name and address</b>                                                                                                                                                                               | <b>Subject (as written on the form)</b>    |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 1.  | Steven Wood, 3032 Monet Ct, with donated time from:<br>Steven Royer, 6901 Hidden Valley Rd<br>Jeffrey Blasko, 1720 Milford Dr<br>Mary Bayer, 5210 Long Prairie, Apt. 1018 (not available when Mr. Wood spoke) | Stormwater drainage                        |
| 2.  | Lucille DelVecchio, 7003 Woodridge Dr, with donated time from:<br>Phil Delvecchio, 7003 Woodridge<br>Susan Bodenmiller, 7007 Woodridge Dr                                                                     | Stormwater drainage                        |
| 3.  | Laura Lea King, 3202 Miracle Ln                                                                                                                                                                               | Stormwater drainage                        |
| 4.  | David Wenzel, 2901 Surveyors Ln                                                                                                                                                                               | Stormwater drainage                        |
| 5.  | Holly Royer, 6901 Hidden Valley Rd                                                                                                                                                                            | Stormwater drainage                        |
| 6.  | Ben Laws, 7000 Greenleaf, with donated time from:<br>Joe Krimm, 6949 Hidden Valley Rd                                                                                                                         | Stormwater drainage                        |
| 7.  | Natasha Nechiporenko, 3514 Raintree Dr                                                                                                                                                                        | Issues on Raintree & Burning Tree/Drainage |
| 8.  | Tabitha Wilson, 6404 Hillcrest Rd                                                                                                                                                                             | Stormwater drainage                        |
| 9.  | Marsha Gavitt, 6501 Meadowcrest Ln                                                                                                                                                                            | Stormwater                                 |
| 10. | Mary Anne Farrell, 3112 Miracle Ln*                                                                                                                                                                           | Stormwater/drainage                        |
| 11. | Marsha Jolliff, 3103 Miracle Ln*                                                                                                                                                                              | Stormwater/drainage                        |
| 12. | Sharon Rudd, 3312 Miracle Ln*                                                                                                                                                                                 | Stormwater/drainage/flooding               |
| 13. | Terry Duprie, 7004 Woodridge*                                                                                                                                                                                 | Stormwater/drainage                        |
| 14. | Adam Pilat, 3424 Ridgecrest Dr                                                                                                                                                                                | Prop A & Parks                             |
| 15. | Trent Clark, 3208 Miracle Ln                                                                                                                                                                                  | Agenda item 1                              |
| 16. | Jerry Ennis, 3504 Raintree Dr                                                                                                                                                                                 | C1                                         |
| 17. | Bill Anderson, 3308 Ridgecrest Dr                                                                                                                                                                             | Drainage problem for 20 years              |
| 18. | Nancy Procter, 3414 Ridgecrest                                                                                                                                                                                | Drainage                                   |
| 19. | Craig Lumbatis, 2955 Surveyors Ln                                                                                                                                                                             | Drainage                                   |
| 20. | Jeannie Farrier, 6604 Sunset Tr, with donated time from:<br>Carey Sharp, 3200 Raintree Dr                                                                                                                     | Support drainage study                     |

|     |                                                                                                                 |                        |
|-----|-----------------------------------------------------------------------------------------------------------------|------------------------|
|     | Marianne Benton Sharp, 3200 Raintree<br>Abigayle Famer, 6604 Sunset Tr (exceeds 9<br>min max - didn't use time) |                        |
| 21. | Cindy Bell, 6516 Frontier Dr*                                                                                   | Stormwater drainage    |
| 22. | Joella Collier, 3920 Raintree Dr*                                                                               | Stormwater drainage    |
| 23. | Marcia Blair, 7000 Woodridge (indicated<br>donated time to Joel Weber; no speaker card<br>for)*                 | Not indicated          |
| 24. | Debra Ennis, 3504 Raintree Dr*                                                                                  | C1                     |
| 25. | Sean Eldridge, 3404 Raintree Dr                                                                                 | Support drainage study |
| 26. | Mary Lynn Mahoney, 6500 Meadowcrest*                                                                            | Stormwater drainage    |

\* Indicates person did not wish to speak

### C. WORK SESSION ITEM

#### 1. Stormwater Management (Drainage)

Mr. Hummel gave a presentation identifying or noting:

- historical aerial images
- aerial elevation contours
- remove & replace town storm infrastructure
- inlet/outlet photos

and he, Mr. Waltenburg, Mr. Pegg, or Ms. Bruce responded to questions from Council regarding:

- culvert capacity/maintenance
- possibility of a comprehensive study, including an estimated cost
- stormwater rates
- where is the proposed Knight's Landing draining into
- peak flow
- volume and flow rate
- flow diversion to Shiloh option
- creek depth
- reevaluation timing
- funding resources for stormwater projects
- timeline for resident outreach for those who completed the homeowner drainage assessment form

There was Council discussion regarding:

- possibility of conducting a 3rd party comprehensive or internal study
- encouraged affected residents to complete the homeowner drainage form so staff can come on their property, document the situation, and make solution recommendations for their drainage concerns
- interest in speaking with the Knight's Landing developer about drainage solutions
- interest in knowing the exact addresses of the properties where an easement is needed for possible collaboration with the town for a future solution, including setting a meeting with them to know what level of engagement they would be interested in
- when doing the homeowner assessments, bring forward Town projects that could also help
- importance of residents being patient
- the impact that repairs in one area might have down the line
- importance of residents asking for help from public works for things like clearing out bar ditches

There was Council direction for staff to:

- proceed with the maintenance work as presented (i.e. new drop inlet on the north side of Sunset Trail, replace the existing 48" RCP storm line, reconstruction of the storm line outlet, and installation of rock rip rap), to allow for better capacity
- work with the residents who are completing the drainage assessment forms - provide advice for regrading of existing drainage dwale to increase storage capacity
- reassess the situation at the end of summer to see if there is something actionable at that point
- bring forward a decision package in the next budget that funds a study based on what is learned during the homeowner site visits to determine what capital projects are needed to help with the drainage issues, and to identify resident engagement levels as it relates to easements, etc. before committing Town funds

#### **D. ADJOURN**

Mayor Moore adjourned the work session at 8:34 p.m. and all were in favor.

**TOWN OF FLOWER MOUND, TEXAS**

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**CHERYL MOORE, MAYOR**



**ATTEST:**

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**THERESA SCOTT, TOWN SECRETARY**



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

---

**DATE:** April 7, 2025  
**FROM:** Lori Linn-Gosser, Municipal Court Administrator  
**ITEM:** **Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April 20, 2025, through April 21, 2027.**

---

**BACKGROUND:** Presiding Judge Alissa Janke has recommended the reappointment of Judge Stephanie Askew for the position of Alternate Municipal Judge effective April 20, 2025, through April 21, 2027.

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

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

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

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** \$128,520

**Proposed Expenditure/(Revenue)**  
\$128,520

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

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

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

**ATTACHMENTS:**

1. Ordinance Alternate Judge Askew 2025

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

**TOWN OF FLOWER MOUND, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

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

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

**SECTION 1**

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

**SECTION 2**

Stephanie Askew is hereby appointed as Alternate Municipal Judge of the Town of Flower Mound Municipal Court of Record for a two-year term to begin on April 20, 2025, and to expire on April 21, 2027. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Stephanie Askew shall continue to serve until the Alternate Judge's successor shall be duly qualified.

**SECTION 3**

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

**SECTION 4**

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

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

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

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

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

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

**SECTION 5**

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

**SECTION 6**

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

**SECTION 7**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_, ON THIS 7th DAY OF APRIL, 2025.**

**APPROVED:**

**Cheryl Moore, MAYOR**

**ATTEST:**

**Theresa Scott, TOWN SECRETARY**

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

***Duties.***

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

***Standing Orders.***

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

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

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

#### ***On Call Procedures.***

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

#### ***Municipal Court Operations.***

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

#### ***Arraignments.***

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

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





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

---

**DATE:** April 7, 2025  
**FROM:** Manuel Palacios, Assistant Director of Public Works  
**ITEM:** **Consider approval of the replacement purchase of two 2026 International HV607 6x4 12/14 Dump Trucks from Southwest International Trucks in the amount of \$291,106.08 utilizing the BuyBoard Cooperative Contract # 723-23.**

---

**BACKGROUND:** The Public Works ULM Water Department is requesting the purchase of two 2026 International HV607 6x4 12/14 Dump Trucks from Southwest International Trucks in the amount of \$291,106.08 utilizing the BuyBoard Cooperative Contract # 723-23.

This equipment purchase replaces 92320-35 and 92320-01 both of which are 2012 Dump Trucks and are part of the approved Fiscal Year 24-25 Vehicle and Equipment Replacement Fund (VERF).

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** \$\$291,106.08

**Proposed Expenditure/(Revenue)**  
\$291,106.08

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

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. Fleet Req
2. Bid Award Recommendation
3. Quote-Complete Unit
4. Warren Body Spec/Quote
5. 12-14 yd truck specs

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

# VEHICLE-EQUIPMENT PURCHASE REQUISITION

## (For Purchase Process)

Date: 3/7/2025  
 Suggested Vendor: Southwest International  
 Contact (if known): Tanner Bragg  
 Address (if available): 2401 E. Pioneer Pkwy  
Arlington TX, 76010  
 Phone/Fax: 817-461-2931



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

| G/L Account #<br>(if Decision Package)                                                                   | \$ Budget<br>Estimate | Qty. | Unit Description (Specifications)                   | \$ Updated<br>Quote | Amount               |
|----------------------------------------------------------------------------------------------------------|-----------------------|------|-----------------------------------------------------|---------------------|----------------------|
| VERF                                                                                                     | \$ 230,000            | 2    | International 7400 SBA 6x4 Dump Truck or Equivalent | \$ 145,553.04       | \$ 291,106.08        |
|                                                                                                          |                       |      |                                                     |                     | -                    |
|                                                                                                          |                       |      |                                                     |                     | -                    |
|                                                                                                          |                       |      |                                                     |                     | -                    |
|                                                                                                          |                       |      |                                                     |                     | -                    |
| *All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights* |                       |      |                                                     | <b>TOTAL:</b>       | <b>\$ 291,106.08</b> |

Name/Phone Ext.: Jeremy Jennings/6440  
 Approved By: \_\_\_\_\_  
 Unit #(s) to be replaced  
 or specify NEW Unit: 9232-35, & 92320-01  
 Spec Name: 12-14 YD Tandem Dumps  
 \_\_\_\_\_

**APPROVALS:**  
 Fleet Manager: Bill Sterner

Bid/Solicitation #: \_\_\_\_\_  
 Co-Op/Contract #: BuyBoard 723-23  
 \_\_\_\_\_

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



## Bid Award Recommendation

Date: 3/7/2025 – VERF – FY 24-25

Description: **2026 International HV607 6X4 54k lb. GVWR 12-14 YD Dump Trucks**

Qty.: 2

*Replaces: 9232-35 and 92320-01, Both 2012 Dump Trucks – ULM – Water*

Bidder: Southwest International Trucks, Tanner Bragg 817-879-6737, [tanner.bragg@swit-tx.com](mailto:tanner.bragg@swit-tx.com)  
Via BuyBoard Cooperative Contract #723-23.

Item: Two – 2026 International HV607 6x4 54k lb. GVWR Tandem Axle 12-14 Yd. Dump Trucks as per Attached Specs and BuyBoard Quote Dated 3/7/2025

Total Cost of Vehicles, Equipment & Installation:  
\$291,106.08

It is Fleet Services recommendation to award the bid to **Southwest International Trucks** in the amount of **\$291,106.08** utilizing the **BuyBoard Cooperative Contract 723-23**.

\_\_\_\_\_  
Fleet Services Manager

3/7/2025

\_\_\_\_\_  
Date

**Texas Local Government Purchasing Cooperative**  
**The Buy Board**

| PRICING WORKSHEET                                                                                                          |            |                                               |                           | Proposal # 9110-01 |               |
|----------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------|---------------------------|--------------------|---------------|
| Buying Agency: Town of Flower Mound                                                                                        |            |                                               | Date Prepared 3/7/2025    |                    |               |
| Southwest International Trucks                                                                                             |            |                                               | Contract 723-23           |                    |               |
| Product Description: 2026 International HV607 6x4                                                                          |            |                                               |                           |                    |               |
| 54,000 GVWR 12/14 yd dump truck                                                                                            |            |                                               | HV607 4x2 is base chassis |                    |               |
| Contact Person: Billy Sterner                                                                                              |            |                                               | Item: Base Chassis Bid    | \$                 | 76,843.04     |
| B: Options                                                                                                                 |            | Option cost is MSRP                           |                           |                    |               |
| Two front tow hooks                                                                                                        | 84.00      | Allison 3000 RDS 6 speed transmission         |                           |                    | 8,584.00      |
| 120,000 PSI frame rails                                                                                                    | 1,665.00   | Stalk shifter/Synthetic trans oil             |                           |                    | 253.00        |
| License plate holder                                                                                                       | 29.00      | 40,000 lb. rear axle and suspension           |                           |                    | 5,619.00      |
| 16,000 lb. front axle and suspension                                                                                       | 2,550.00   | 70 gallon aluminum fuel tank                  |                           |                    | 301.00        |
| Trailer connections with tractor protection valve                                                                          | 542.00     | Interior grab handle                          |                           |                    | 33.00         |
| Bendix air dryer with mounting                                                                                             | 500.00     | Air cleaner gauge                             |                           |                    | 30.00         |
| Slack adjusters                                                                                                            | 154.00     | Air ride driver's seat/ Fixed passenger seat  |                           |                    | 413.00        |
| 2 air tanks mounted under battery box                                                                                      | 206.00     | C-loop mirrors/ Hood mirrors                  |                           |                    | 339.00        |
| Tilting/telescoping steering column                                                                                        | 463.00     | Orange seat belts                             |                           |                    | 26.00         |
| Sheppard steering gear                                                                                                     | 447.00     | Fresh air filter                              |                           |                    | 76.00         |
| Exhaust system with horizontal tailpipe                                                                                    | 1,161.00   | Cab sound insulation                          |                           |                    | 90.00         |
| Body builder wiring                                                                                                        | 100.00     | Steel front and rear wheels                   |                           |                    | 533.00        |
| Electric trailer brake accommodation package                                                                               | 486.00     | 11R22.5 Continental front and rear tires      |                           |                    | 2,148.00      |
| 3 batteries 2100 CCA with steel box                                                                                        | 486.00     | Factory surcharge                             |                           |                    | 2,000.00      |
| AM/FM radio with Bluetooth with speakers                                                                                   | 573.00     | Dust shields for brakes                       |                           |                    | 175.00        |
| Back up alarm                                                                                                              | 120.00     | Engine compression brake                      |                           |                    | 3,456.00      |
| Test exterior light switch                                                                                                 | 42.00      | PTO accomidation package                      |                           |                    | 148.00        |
| Headlight options                                                                                                          | 100.00     |                                               |                           |                    |               |
| Jump start stud                                                                                                            | 168.00     |                                               |                           |                    |               |
| Air horn                                                                                                                   | 94.00      |                                               |                           |                    |               |
| Additional power source                                                                                                    | \$109.00   |                                               |                           |                    |               |
| Bug screen                                                                                                                 | \$131.00   |                                               |                           |                    |               |
| Engine block heater                                                                                                        | \$98.00    |                                               |                           |                    |               |
| Cummins L9 engine 360 HP/1150 torque                                                                                       | \$4,248.00 |                                               |                           |                    |               |
| Engine control remote mounted                                                                                              | \$60.00    |                                               |                           |                    |               |
| Subtotal Column 1:                                                                                                         |            | \$                                            | 14,616.00                 | Subtotal Column 2: |               |
| Total Options                                                                                                              |            |                                               |                           |                    | \$ 38,840.00  |
| CHASSIS WITH FACTORY OPTIONS                                                                                               |            |                                               |                           |                    | \$ 115,683.04 |
| TOTAL BODY PRICE See attached body spec sheet                                                                              |            |                                               |                           |                    | 28,920.00     |
| Warren body Quote # 16517 14ft. body 12/14yd capacity                                                                      |            |                                               |                           |                    |               |
| Additional Options:                                                                                                        |            |                                               |                           |                    |               |
| Buy Board Fee                                                                                                              |            |                                               |                           |                    | 200.00        |
| Transportation                                                                                                             |            |                                               |                           |                    | 0.00          |
| DOT Inspection with Fire Extinguisher and Road Flare Kit                                                                   |            |                                               |                           |                    | 750.00        |
| TOTAL BUY BOARD PRICE                                                                                                      |            |                                               |                           |                    | \$145,553.04  |
| Tanner Bragg                                                                                                               |            | Price for Quantity 2 trucks \$291,106.08      |                           |                    |               |
| Southwest International Trucks-Arlington.                                                                                  |            | PRICE IS SUBJECT TO FURTHER FACTORY INCREASES |                           |                    |               |
| Arlington, Texas 76010                                                                                                     |            |                                               |                           |                    |               |
| Fax# 817-861-7084                                                                                                          |            |                                               |                           |                    |               |
| Office# 817-664-2906                                                                                                       |            |                                               |                           |                    |               |
| E-mail Address: tanner.bragg@swit-tx.com                                                                                   |            |                                               |                           |                    |               |
|                                                                                                                            |            |                                               |                           |                    |               |
| To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board. |            |                                               |                           |                    |               |
| We will order your truck when we receive notification from the Buy Board of your purchase order.                           |            |                                               |                           |                    |               |
|                                                                                                                            |            |                                               |                           |                    |               |
| Thank you,                                                                                                                 |            |                                               |                           |                    |               |
| Tanner Bragg                                                                                                               |            |                                               |                           |                    |               |



# Quote WTTLLC00016517 Page 1 of 3 Date 2/4/2025

Warren Truck and Trailer, LLC  
15768 US HIGHWAY 271 NORTH  
Talco TX 75487

Phone (888) 734-4400  
Fax (903) 379-4400  
WarrenTruckAndTrailer.com

| Bill To                                                                              | Ship To                                                                     | Contact                                  |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------------|
| SOUTHWEST INTERNATIONAL TRUCKS, INC.<br>2401 E PIONEER PARKWAY<br>ARLINGTON TX 76010 | SOUTHWEST INTERNATIONAL TRUCKS, INC.<br>3722 IRVING BLVD<br>DALLAS TX 75247 | TANNER BRAGG<br>(817) 461-2931 Ext. 0000 |

| Purchase Order No. |                | Customer ID                                                                                                                                                                                                                                                                                                                                                                                                 | Salesperson ID | Shipping Method | Payment Terms | Req Ship Date | Master No.  |
|--------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|---------------|---------------|-------------|
|                    |                | SOU069                                                                                                                                                                                                                                                                                                                                                                                                      | CHRIS          | DELIVERED       | Net30         | 0/0/0000      | 10,025,215  |
| QTY                | Item Number    | Description                                                                                                                                                                                                                                                                                                                                                                                                 |                |                 | UOM           | Unit Price    | Ext. Price  |
| 1                  | FLS-14-4248    | DUMP BODY - FRAMELESS - 14'<br>Q-16517<br>TOWN OF FLOWER MOUND<br><br>Yardage: 12/14<br>Floor Material: 3/16 A1011<br>Front / Material: 48" 10 GA A1011<br>Side / Material: 42" 10 GA A1011<br>Vertical Side Brace: Yes<br>Horizontal Brace: Yes<br>Hoist / Cylinder: VTLW-63110<br>Hyd Tank: Steel Doghouse Tank<br>(600-80041)<br>Hydraulics: 85 CC Gear Pump w DIN Shaft<br>Tipping Valve: Chassis Mount |                |                 | EA            | \$28,550.00   | \$28,550.00 |
| 1                  | TAILGATE       | Air Operated: Yes<br>Panel: 9<br>Material: 10 GA A1011<br>Height: 48<br>Slope: None<br>Chains: 5/16"<br>Double Acting: Yes                                                                                                                                                                                                                                                                                  |                |                 | Each          | \$0.00        | \$0.00      |
| 1                  | DB OPTIONS # 1 | Cabshield: Full Width-1/2 (24")<br>Asphalt Apron: 8"<br>Bolt On: No                                                                                                                                                                                                                                                                                                                                         |                |                 | Each          | \$0.00        | \$0.00      |
| 1                  | LIGHTS         | Lights/Harness: LED Lights and Standard<br>Harness<br><br>Lights Specs:<br><br>GROMMET MOUNT 6" OVAL LED S/T/T ON EACH<br>REAR POST<br><br>800-80241 - BUYERS SL65AO - 6" OVAL<br>GROMMET MOUNT LED AMBER STROBE ON EACH<br>REAR POST<br><br>800-80241 - BUYERS SL65AO - 6" OVAL<br>GROMMET MOUNT AMBER STROBE EACH<br>SIDE/FRONT OF CAB PROTECTOR                                                          |                |                 | Each          | \$0.00        | \$0.00      |



# Quote WTTLLC00016517 Page 2 of 3 Date 2/4/2025

Warren Truck and Trailer, LLC  
15768 US HIGHWAY 271 NORTH  
Talco TX 75487

Phone (888) 734-4400  
Fax (903) 379-4400  
WarrenTruckAndTrailer.com

| Purchase Order No. | Customer ID      | Salesperson ID                                                                                                                                                                                                                                                                                                   | Shipping Method | Payment Terms | Req Ship Date | Master No. |
|--------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|---------------|------------|
|                    | SOU069           | CHRIS                                                                                                                                                                                                                                                                                                            | DELIVERED       | Net30         | 0/0/0000      | 10,025,215 |
| QTY                | Item Number      | Description                                                                                                                                                                                                                                                                                                      | UOM             | Unit Price    | Ext. Price    |            |
| 1                  | INSTALL          | Hydraulic Hoses/Fittings: Yes<br>Pump: 85 CC Gear Pump w DIN Shaft<br>Console: Clutch-Shift / Air<br>Mudflaps and Brackets: Yes<br>Steel Splash/Gravel Guards: Yes<br>Side Boards: Formed Metal -2x6x3/16"<br>Delivery Fuel/Charges: Yes                                                                         | Each            | \$0.00        | \$0.00        |            |
| 1                  | PAINT            | Color: Warren Black (800-80007)                                                                                                                                                                                                                                                                                  | Each            | \$0.00        | \$0.00        |            |
| 1                  | PTO              | POWER TAKE OFF<br>PTO Muncie A20 OR HYVA Series (Auto)<br>ALLISON AUTOMATIC<br><br>Note: Not following OEM maintenance can result in non warrantable failure.<br>Check for leaks and loose mounting hardware within first week of use.<br>Recheck at regular maintenance periods (see OEM manual for intervals). | EA              | \$0.00        | \$0.00        |            |
| 1                  | TARP SYSTEM      | TARP system - installed<br>Installed<br>Pull Tarp S-8 Super Shield<br>Steel Tarp Housing<br>Self-Retracting<br>Tarp Size: 84"x17"<br>Tarp Type: Mesh<br>Side Flaps: No                                                                                                                                           | EA              | \$0.00        | \$0.00        |            |
| 1                  | TOW PACKAGE      | Pintle Plate: 1"<br>Pintle Hitch: 30 Ton Swivel (22" FROM GROUND)<br>Glad Hands: Yes<br>D Rings: Yes<br>Tow Hooks: No<br>Electric Plug: 6 Way & 7 Way<br><br>WIRE BRAKE CONTROLLER TO 6 WAY PLUG.                                                                                                                | Each            | \$0.00        | \$0.00        |            |
| 1                  | BRAKE CONTROLLER | 12V ELECTRIC PORPOTIONAL BRAKE CONTROLLER<br>WIRE TO 6 WAY PLUG.                                                                                                                                                                                                                                                 | Each            | \$0.00        | \$0.00        |            |
| 1                  | DELIVERY         | DELIVERY OF COMPLETED UNIT/UNITS TO SWIT-DALLAS (\$400/UNIT)                                                                                                                                                                                                                                                     | Each            | \$0.00        | \$0.00        |            |



# Quote WTTLLC00016517

Page 3 of 3  
Date 2/4/2025

Warren Truck and Trailer, LLC  
15768 US HIGHWAY 271 NORTH  
Talco TX 75487

Phone (888) 734-4400  
Fax (903) 379-4400  
WarrenTruckAndTrailer.com

Quotation reviewed and accepted by:  
(signed) \_\_\_\_\_  
Please fax back to us for entry as an order  
NOTE: Quotation good for 10 days only

|                    |             |
|--------------------|-------------|
| Subtotal           | \$28,550.00 |
| Misc               | \$0.00      |
| Tax                | \$0.00      |
| Ship & Handling    | \$400.00    |
| Trade In Allowance | \$0.00      |
| Total              | \$28,950.00 |



# **HV607 SBA**

Sales Proposal For:  
**Town of Flower Mound**

Presented By:  
**SOUTHWEST INTL TRKS INC**

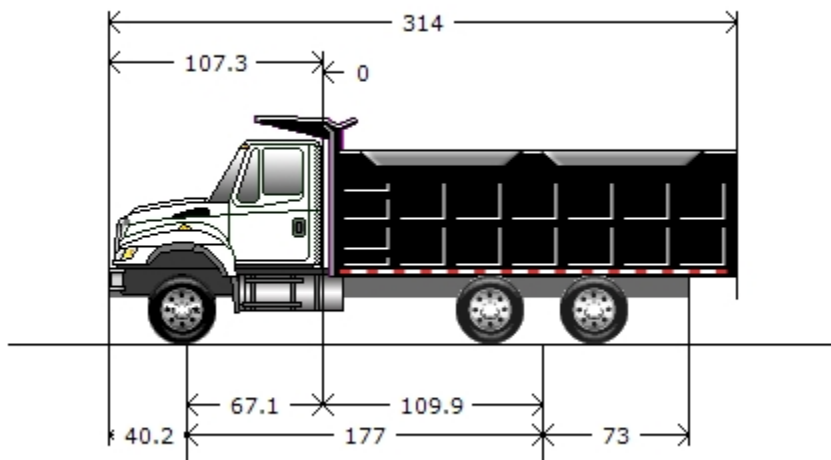


**Prepared For:**

Town of Flower Mound  
 Bill Sterner  
 2121 Cross Timbers Rd.  
 Flower Mound, TX 75028-2602  
 (972)874 - 6000  
 Reference ID: Slot Placement

**Presented By:**

SOUTHWEST INTL TRKS INC  
 Tanner K Bragg  
 2401 E PIONEER PKWY  
 ARLINGTON TX 76010 -  
 (817)461-2931



**Model Profile**  
**2026 HV607 SBA (HV607)**

**AXLE CONFIG:**

6X4

**APPLICATION:**

Light Aggregate

**MISSION:**

Requested GVWR: 56000. Calc. GVWR: 54780. Calc. GCWR: 80000  
 Calc. Start / Grade Ability: 20.18% / 2.29% @ 55 MPH  
 Calc. Geared Speed: 78.2 MPH

**DIMENSION:**

Wheelbase: 177.00, CA: 109.90, Axle to Frame: 73.00

**ENGINE, DIESEL:**

{Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM  
 Governed Speed, 359 Peak HP (Max)

**TRANSMISSION, AUTOMATIC:**

{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with  
 PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max,  
 On/Off Highway

**CLUTCH:**

Omit Item (Clutch &amp; Control)

**AXLE, FRONT NON-DRIVING:**

{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity

**AXLE, REAR, TANDEM:**

{Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing  
 Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel  
 Ends Gear Ratio: 5.29

**CAB:**

Conventional, Day Cab

**TIRE, FRONT:**

(2) 12R22.5 Load Range H HSR 3 (CONTINENTAL), 484 rev/mile, 75 MPH, All-Position

**TIRE, REAR:**

(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

**SUSPENSION, REAR, TANDEM:**

{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber  
 Springs, with Transverse Torque Rods, Rubber End Bushings

**PAINT:**

Cab schematic 100WL

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

**Vehicle Specifications**  
**2026 HV607 SBA (HV607)**

March 07, 2025

| <b>Code</b> | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>F/R Wt<br/>(lbs)</b> | <b>Tot Wt<br/>(lbs)</b> |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|
| HV60700     | Base Chassis, Model HV607 SBA with 177.00 Wheelbase, 109.90 CA, and 73.00 Axle to Frame.                                                                                                                                                                                                                                                                                                                                                                | 6136/3644               | 9780                    |
| 1570        | TOW HOOK, FRONT (2) Frame Mounted                                                                                                                                                                                                                                                                                                                                                                                                                       | 8/0                     | 8                       |
| 1AND        | AXLE CONFIGURATION 6x4                                                                                                                                                                                                                                                                                                                                                                                                                                  | 159/108                 | 267                     |
|             | <u>Notes</u><br>: Pricing may change if axle configuration is changed.                                                                                                                                                                                                                                                                                                                                                                                  |                         |                         |
| 1CAJ        | FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL                                                                                                                                                                                                                                                                                                           | 136/410                 | 546                     |
| 1LEH        | LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper                                                                                                                                                                                                                                                                                                                                                                               | 3/0                     | 3                       |
| 1LLA        | BUMPER, FRONT Swept Back, Steel, Heavy Duty                                                                                                                                                                                                                                                                                                                                                                                                             | 0/0                     | 0                       |
| 1WGX        | WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)                                                                                                                                                                                                                                                                                                                                                                                         | 172/-172                | 0                       |
| 2ARU        | AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity                                                                                                                                                                                                                                                                                                                                                               | 148/0                   | 148                     |
| 3ADE        | SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers                                                                                                                                                                                                                                                                                                                                                  | 44/0                    | 44                      |
| 4091        | BRAKE SYSTEM, AIR Dual System for Straight Truck Applications                                                                                                                                                                                                                                                                                                                                                                                           | 0/0                     | 0                       |
|             | <u>Includes</u><br>: BRAKE LINES Color and Size Coded Nylon<br>: DRAIN VALVE Twist-Type<br>: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster<br>: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel<br>: PARKING BRAKE VALVE For Truck<br>: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4<br>: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6 |                         |                         |
| 4619        | TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck                                                                                                                                                                                                                                                                                                                                                | 2/0                     | 2                       |
|             | <u>Notes</u><br>: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.                                                                                                                                                                                                                                                                               |                         |                         |
| 4732        | DRAIN VALVE {Berg} with Pull Chain, for Air Tank                                                                                                                                                                                                                                                                                                                                                                                                        | 0/0                     | 0                       |
| 4AZA        | AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System                                                                                                                                                                                                                                                                                                                                         | 0/0                     | 0                       |
| 4EBS        | AIR DRYER {Bendix AD-9} with Heater                                                                                                                                                                                                                                                                                                                                                                                                                     | 17/11                   | 28                      |
| 4EXU        | BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake                                                                                                                                                                                                                                                                                                                                                                                     | 0/14                    | 14                      |
| 4EXV        | BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn                                                                                                                                                                                                                                                                                                                                                                                                             | 4/0                     | 4                       |
| 4GBM        | BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake                                                                                                                                                                                                                                                                                                                                                                                                 | 1/0                     | 1                       |
| 4LAA        | SLACK ADJUSTERS, FRONT {Haldex} Automatic                                                                                                                                                                                                                                                                                                                                                                                                               | 14/0                    | 14                      |
| 4LGA        | SLACK ADJUSTERS, REAR {Haldex} Automatic                                                                                                                                                                                                                                                                                                                                                                                                                | 0/32                    | 32                      |
| 4SPA        | AIR COMPRESSOR {Cummins} 18.7 CFM                                                                                                                                                                                                                                                                                                                                                                                                                       | 0/0                     | 0                       |

**Vehicle Specifications**  
**2026 HV607 SBA (HV607)**

March 07, 2025

| <b><u>Code</u></b> | <b><u>Description</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b><u>F/R Wt</u></b><br>(lbs) | <b><u>Tot Wt</u></b><br>(lbs) |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|
| 4VKC               | AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 14/7                          | 21                            |
| 4VKJ               | AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | -18/25                        | 7                             |
| 4WBX               | DUST SHIELDS, FRONT BRAKE for Air Cam Brakes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 10/0                          | 10                            |
| 4WDM               | DUST SHIELDS, REAR BRAKE for Air Cam Brakes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0/20                          | 20                            |
| 4WDW               | BRAKE CHAMBERS, POSITION on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0/0                           | 0                             |
| 4XDR               | BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0/104                         | 104                           |
| 4XDT               | BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 33/0                          | 33                            |
| 4XEE               | PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0/60                          | 60                            |
| 5710               | STEERING COLUMN Tilting and Telescoping                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 17/2                          | 19                            |
| 5CAW               | STEERING WHEEL 4-Spoke; 18" Dia., Black                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0/0                           | 0                             |
| 5PSL               | STEERING GEAR {Sheppard M110} Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 44/-3                         | 41                            |
| 6DGT               | DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 7/31                          | 38                            |
| 7BEV               | AFTERTREATMENT COVER Steel, Black                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 10/3                          | 13                            |
| 7BLV               | EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 58/-3                         | 55                            |
| 7SDP               | ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 42/6                          | 48                            |
| 8000               | ELECTRICAL SYSTEM 12-Volt, Standard Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0/0                           | 0                             |
|                    | <u>Includes</u><br>: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab<br>: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel<br>: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever<br>: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light<br>: STARTER SWITCH Electric, Key Operated<br>: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector<br>: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature<br>: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever<br>: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted<br>: WIRING, CHASSIS Color Coded and Continuously Numbered |                               |                               |
| 8GXD               | ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0/0                           | 0                             |
| 8HAB               | BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2/0                           | 2                             |

| <b><u>Code</u></b> | <b><u>Description</u></b>                                                                                                                                                                                                                                                               | <b><u>F/R Wt</u></b><br>(lbs) | <b><u>Tot Wt</u></b><br>(lbs) |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|
| 8HAG               | ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket | 0/2                           | 2                             |
| 8NBR               | BATTERY SYSTEM {JCI} Maintenance-Free, (3) 12-Volt 2100CCA Total, Top Threaded Stud                                                                                                                                                                                                     | 38/39                         | 77                            |
| 8RMZ               | SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars                                                                                                                                                                                        | 5/3                           | 8                             |
| 8RPP               | ANTENNA Shark Fin, Roof Mounted                                                                                                                                                                                                                                                         | 1/0                           | 1                             |
| 8RPS               | RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input                                                                                                                                                                                                                                | 3/0                           | 3                             |
| 8THB               | BACK-UP ALARM Electric, 102 dBA                                                                                                                                                                                                                                                         | 0/3                           | 3                             |
| 8TKK               | TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/ Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch                                                                                                                                     | 1/0                           | 1                             |
| 8VAY               | HORN, ELECTRIC Disc Style                                                                                                                                                                                                                                                               | 0/0                           | 0                             |
| 8VUL               | BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab                                                                                                                                                                                    | -35/12                        | -23                           |
| 8WBW               | JUMP START STUD 12V, Remote Mounted                                                                                                                                                                                                                                                     | 2/0                           | 2                             |
| 8WPH               | CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade                                                                                                                                                                                             | 0/0                           | 0                             |
| 8WWJ               | INDICATOR, LOW COOLANT LEVEL with Audible Alarm                                                                                                                                                                                                                                         | 0/0                           | 0                             |
| 8WXG               | STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start                                                                                                                                                                                                   | 10/0                          | 10                            |
| 8XAH               | CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses                                                                                                                                                                                        | 0/0                           | 0                             |
| 8XGT               | TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender                                                                                                                                                                                                                     | 0/0                           | 0                             |
| 8XHN               | HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord                                                                                                                                                                                                                                 | 3/0                           | 3                             |
| 8XNY               | HEADLIGHTS Halogen                                                                                                                                                                                                                                                                      | 0/0                           | 0                             |
| 8XPK               | POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel                                                                                                                                                                   | 0/0                           | 0                             |
| 9AAB               | LOGOS EXTERIOR Model Badges                                                                                                                                                                                                                                                             | 0/0                           | 0                             |
| 9AAE               | LOGOS EXTERIOR, ENGINE Badges                                                                                                                                                                                                                                                           | 0/0                           | 0                             |
| 9HBM               | GRILLE Stationary, Chrome                                                                                                                                                                                                                                                               | 0/0                           | 0                             |
| 9WAC               | BUG SCREEN Mounted Behind Grille                                                                                                                                                                                                                                                        | 5/0                           | 5                             |
| 9WBC               | FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV                                                                                                                                                                                                           | 0/0                           | 0                             |
| 10060              | PAINT SCHEMATIC, PT-1 Single Color, Design 100                                                                                                                                                                                                                                          | 0/0                           | 0                             |
|                    | <u>Includes</u><br>: PAINT SCHEMATIC ID LETTERS "WL"                                                                                                                                                                                                                                    |                               |                               |
| 10761              | PAINT TYPE Base Coat/Clear Coat, 1-2 Tone                                                                                                                                                                                                                                               | 0/0                           | 0                             |
| 10AGB              | COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360                                                                                                                                                               | 1/0                           | 1                             |

| <b>Code</b> | <b>Description</b>                                                                                                                                                                                                                                                                                                                   | <b>F/R Wt<br/>(lbs)</b> | <b>Tot Wt<br/>(lbs)</b> |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|
| 10BAE       | LABEL, DEF "DEF ONLY"                                                                                                                                                                                                                                                                                                                | 0/0                     | 0                       |
| 10SLV       | PROMOTIONAL PACKAGE Government Silver Package                                                                                                                                                                                                                                                                                        | 0/0                     | 0                       |
| 10UAV       | VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA / OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle. | 0/0                     | 0                       |
|             | <u>Notes</u><br>: CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.                                                                                                                                                                                                                          |                         |                         |
| 10XAP       | FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat                                                                                                                                                                                                                                                                              | 1/0                     | 1                       |
| 10XBU       | SPECIAL RATING, GVWR Limited to 68,000-lb GVWR                                                                                                                                                                                                                                                                                       | 0/0                     | 0                       |
| 11001       | CLUTCH Omit Item (Clutch & Control)                                                                                                                                                                                                                                                                                                  | 0/0                     | 0                       |
| 12703       | ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection                                                                                                                                                                                                                                           | 0/0                     | 0                       |
| 12849       | BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines                                                                                                                                                                                                                                                                 | 3/0                     | 3                       |
|             | <u>Includes</u><br>: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door                                                                                                                                                                                                                                                 |                         |                         |
| 12EYZ       | ENGINE, DIESEL {Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)                                                                                                                                                                                                 | 584/-20                 | 564                     |
| 12THT       | FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed                                                                                                                                                                                                                    | 0/0                     | 0                       |
|             | <u>Includes</u><br>: FAN Nylon                                                                                                                                                                                                                                                                                                       |                         |                         |
| 12UWZ       | RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler                                                                                                                                                                                                        | 23/-5                   | 18                      |
|             | <u>Includes</u><br>: DEAERATION SYSTEM with Surge Tank<br>: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps<br>: RADIATOR HOSES Premium, Rubber                                                                                                                                                |                         |                         |
| 12VBB       | AIR CLEANER Dual Element                                                                                                                                                                                                                                                                                                             | 4/0                     | 4                       |
| 12VKC       | EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025                                                                                                                                                                                                                                               | 0/0                     | 0                       |
| 12VXT       | THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel                                                                                                                                                                                                                       | 0/0                     | 0                       |
| 12WVG       | EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood                                                                                                                                                                                                      | 0/0                     | 0                       |
| 12WZE       | CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations                                                                                                                                                                                                                                                      | 0/0                     | 0                       |
| 12XBM       | ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines                                                                                                                                       | 0/0                     | 0                       |

**Vehicle Specifications**  
**2026 HV607 SBA (HV607)**

March 07, 2025

| <b>Code</b> | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                  | <b>F/R Wt<br/>(lbs)</b> | <b>Tot Wt<br/>(lbs)</b> |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|
| 12XCS       | CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty                                                                                                                                                                                                                                                                                                                                           | 0/0                     | 0                       |
| 13BCS       | TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway                                                                                                                                                                                        | 219/64                  | 283                     |
| 13WEH       | AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch                                                                                                                                                                                                                                               | 0/0                     | 0                       |
| 13WET       | TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission                                                                                                                                                                                                                                                                                                   | 1/0                     | 1                       |
| 13WLP       | TRANSMISSION OIL Synthetic; 29 thru 42 Pints                                                                                                                                                                                                                                                                                                                                                                        | 0/0                     | 0                       |
| 13WUS       | ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral                                                                                                                                                                                                                                          | 0/0                     | 0                       |
| 13WVV       | NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released                                                                                                                                                                                                                                                   | 0/0                     | 0                       |
| 13WYU       | SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming                                                                                                                                                                                                                                                                                                                       | 0/0                     | 0                       |
| 13XAL       | PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission                                                                                                                                                                                                                                                                                                                                           | 0/0                     | 0                       |
| 14GVN       | AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.29                                                                                                                                                                                    | 0/2127                  | 2127                    |
| 14UMW       | SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings                                                                                                                                                                                                                                              | 0/865                   | 865                     |
| 14WCR       | TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only                                                                                                                                                                                                                                                                                                                                                     | 0/-4                    | -4                      |
| 14WMJ       | AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints                                                                                                                                                                                                                                                                                                                                              | 0/0                     | 0                       |
| 15LNS       | FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine                                                                                                                                                                                                                                                             | -1/-4                   | -5                      |
| 15SGG       | FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab                                                                                                                                                                                                                                                                                                  | 9/8                     | 17                      |
| 15WDG       | DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab                                                                                                                                                                                                                                                                                                                                        | 0/0                     | 0                       |
| 16030       | CAB Conventional, Day Cab                                                                                                                                                                                                                                                                                                                                                                                           | 0/0                     | 0                       |
| 16BAM       | AIR CONDITIONER with Integral Heater and Defroster                                                                                                                                                                                                                                                                                                                                                                  | 0/0                     | 0                       |
| 16GED       | GAUGE CLUSTER Base Level; English with English Electronic Speedometer                                                                                                                                                                                                                                                                                                                                               | 0/0                     | 0                       |
|             | <u>Includes</u><br>: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for<br>: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure |                         |                         |

| <b><u>Code</u></b> | <b><u>Description</u></b>                                                                                                                                                                                                                                                                                                                                                                                    | <b><u>F/R Wt</u></b><br>(lbs) | <b><u>Tot Wt</u></b><br>(lbs) |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|
|                    | : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)                                                                                                                                                                                                                                           |                               |                               |
| 16HKT              | IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster                                                                                                                                                                                                                                                                                                                              | 0/0                           | 0                             |
| 16KZW              | SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust                                                                                                                                                                                                            | 0/0                           | 0                             |
| 16SMN              | SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl                                                                                                                                                                                                                                                                                                                   | 16/7                          | 23                            |
| 16SMW              | GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar                                                                                                                                                                                                                                                                                                                           | 0/0                           | 0                             |
| 16SNM              | MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width                                                                                                                                                                                                                                                                              | 1/0                           | 1                             |
|                    | <u>Notes</u><br>: Mirror Dimensions are Rounded to the Nearest 0.5"                                                                                                                                                                                                                                                                                                                                          |                               |                               |
| 16VKB              | CAB INTERIOR TRIM Classic, for Day Cab                                                                                                                                                                                                                                                                                                                                                                       | 0/0                           | 0                             |
|                    | <u>Includes</u><br>: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger<br>: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted<br>: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap |                               |                               |
| 16VLV              | MONITOR, TIRE PRESSURE Omit                                                                                                                                                                                                                                                                                                                                                                                  | -10/-1                        | -11                           |
| 16WBY              | ARM REST, RIGHT, DRIVER SEAT                                                                                                                                                                                                                                                                                                                                                                                 | 3/0                           | 3                             |
| 16WJU              | WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature                                                                                                                                                                                                                                                                                                                  | 0/0                           | 0                             |
| 16WSK              | CAB REAR SUSPENSION Air Bag Type                                                                                                                                                                                                                                                                                                                                                                             | 0/0                           | 0                             |
| 16WSL              | MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.                                                                                                                                                                                                                                                                                                                           | 11/0                          | 11                            |
| 16XJN              | INSTRUMENT PANEL Flat Panel                                                                                                                                                                                                                                                                                                                                                                                  | 0/0                           | 0                             |
| 16ZBT              | ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab                                                                                                                                                                                                                                                                                                       | 0/0                           | 0                             |
| 27DPN              | WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc                                                                                                                                                                                                               | 62/0                          | 62                            |
| 28DUK              | WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs                                                                                                                                                                                                             | 0/48                          | 48                            |
| 29WLK              | WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil                                                                                                                                                                                                                                                                                                                                                  | 0/0                           | 0                             |
| 60AKG              | BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions                                                                                                                                          | 0/0                           | 0                             |

**Vehicle Specifications**  
**2026 HV607 SBA (HV607)**

March 07, 2025

| <b><u>Code</u></b>             | <b><u>Description</u></b>                                                                                        | <b><u>F/R Wt</u></b><br>(lbs) | <b><u>Tot Wt</u></b><br>(lbs) |
|--------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|
| 7372135444                     | (8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive                             | 0/40                          | 40                            |
| 7382155439                     | (2) TIRE, FRONT 12R22.5 Load Range H HSR 3 (CONTINENTAL), 484 rev/mile, 75 MPH, All-Position                     | 32/0                          | 32                            |
| <b>Services Section:</b>       |                                                                                                                  |                               |                               |
| 40128                          | WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A | 0/0                           | 0                             |
| <b>Total Component Weight:</b> |                                                                                                                  | <b>8055/7483</b><br>(lbs)     | <b>15538</b><br>(lbs)         |
|                                |                                                                                                                  | (lbs)                         | (lbs)                         |

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.





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

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**DATE:** April 7, 2025  
**FROM:** Manuel Palacios, Assistant Director of Public Works  
**ITEM:** **Consider approval of the Professional Services Agreement with RJN Group, Inc., for sanitary sewer flow monitoring, maintenance and analysis support, in the amount of \$103,884.00; and authorization for the Mayor to execute same on behalf of the Town.**

---

**BACKGROUND:** The proposed professional services agreement with RJN Group Inc. includes sanitary sewer flow monitoring service and analysis support services. The project provides long-term maintenance and data hosting for 14 sanitary flow meters and 21 rain gauges that the Town currently owns and operates. This flow meter and rain fall data helps staff identify infiltration and inflow (I&I) in the Town's sanitary sewer system. This data is also shared with consultants for master planning and creating special I&I capital projects.

RJN Group Inc., has performed previous sanitary sewer evaluation studies in the past for the Town. The most recent project was for an inflow and infiltration project along the Long Prairie and Lakeside service areas and the Canyon Falls I&I study. RJN has a good reputation with the Town and is available to perform this project.

The proposed Professional Services Agreement provides for professional services for sanitary sewer flow monitoring service and analysis support services in the amount of \$103,884.00. This project will be funded through the Inflow/Infiltration/Evaluation and Repair project as approved on the current 5-year capital improvement plan.

### **BOARD REVIEW/CITIZEN FEEDBACK:**

**ALTERNATIVES:** A decision not to approve would limit staff's ability to identify and address potential locations of inflow and infiltration, leading to sanitary sewer overflows and potential TCEQ permit violations.

**FISCAL IMPACT:** \$103,884.00

**Proposed Expenditure/(Revenue)**  
\$103,884.00

**Account Number(s):**  
630-970-98030-6180

**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 RJN Group-Flow Meter Maintenance 3-17-25
2. 1295 Flower Mound FM Maintenance

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

THE STATE OF TEXAS   §  
COUNTY OF DENTON   §

**PROFESSIONAL SERVICES AGREEMENT WITH  
RJN Group, Inc.**

This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 / Town Manager, and **RJN Group, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 14755 Preston Road, Suite 710, Dallas, TX 75254.

**RECITALS**

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to Sanitary Sewer Flow Monitoring Maintenance and Analysis Support Project; and

WHEREAS, CONSULTANT is a construction materials engineering and testing firm qualified to provide such services and is willing to undertake the performance of such services for 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 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 Sanitary Sewer Flow Monitoring Maintenance and Analysis Support 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 Three Thousand Eight Hundred Eighty-Four and No/100 Dollars (\$103,884.00). 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.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a flat fee for specific tests performed 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 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, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

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 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](mailto: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, 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:

Manuel Palacios Jr.,  
Assistant Director of Public Works  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, Texas 75028  
972-874-6414 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.

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, 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.**

### **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. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract, except to the extent that such liability is covered by CONSULTANT's insurance, whether maintained as a requirement of this Contract or otherwise.

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 in an amount not to exceed:

(1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus

(2) The total dollar amount of this Contract.

#### **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:

Manuel Palacios Jr.,  
Assistant Director of Public Works  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, Texas 75028  
972-874-6414 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:

Tristan Nickel, P.E., AWAM  
N. TX/AR Regional Manager  
RJN Group, Inc.  
14755 Preston Rd. Suite 710  
Dallas, Texas 75254  
972-437-4300 Telephone  
tnickel@rjnmail.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. Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution.

**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**

This Contract is fully performable in Denton County, Texas, 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.

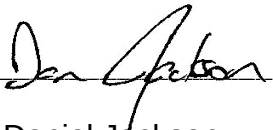
*[Signature Page to Follow]*



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

**CONSULTANT:**  
**RJN Group, Inc.**

**THE TOWN OF FLOWER MOUND, TEXAS**

By: 

Name: Daniel Jackson

Title: Sr. Vice President

Dated: 3/13/25

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



March 4, 2025

Manuel Palacios  
Assistant Director of Public Works  
The Town of Flower Mound  
2121 Cross Timbers Rd  
Flower Mound, Texas 75028

Subject: Flow Monitoring Maintenance and Analysis Support

Dear Mr. Palacios

RJN is pleased to provide the following proposal for flow monitoring maintenance and analysis support.

### Key Project Goals and Objectives

RJN will support the Town's desire to expand its current flow monitoring capabilities by completing the following activities:

- Provide long-term maintenance and data hosting for the 14 flow meters and 21 rain gauges that the Town of Flower Mound currently owns and operates.

### Price and Schedule Summary

This project will be invoiced on a Lump Sum and Unit Rate Basis for a base fee of \$103,884.00. The project is expected to be completed within 12 months. Complete Scope of Services, Pricing, and Schedule is provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule

We are looking forward to the opportunity to work with The Town of Flower Mound on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Tristan Nickel at 972.437.4300 if you would like to discuss this proposal or have any questions.

Sincerely,

Tristan Nickel, PE, AWAM  
N. TX/AR Regional Manager

Becky Salazar, PE, AWAM  
Assistant Project Manager



## **EXHIBIT A**

### **SCOPE OF SERVICES**

---

RJN is proposing the following scope of services to conduct Flow Monitoring Maintenance and Analysis Support for The Town of Flower Mound, Texas.

#### **Base Services**

##### **1. Project Administration**

- a. Meet with Town staff to discuss progress of the various tasks throughout the Project. Quarterly meetings are anticipated.
- b. Perform general consultation with Town staff on an as-needed basis.
- c. Perform RJN's internal project control procedures monthly, including schedule and budget control, quality control review, and monthly progress reports.

##### **2. Long-Term Maintenance**

- a. Review telemetry data weekly.
- b. Graph data during each review to check for inconsistencies, gaps, or adverse trends.
- c. Perform quarterly equipment calibrations.
- d. House data through RJN's Clarity® platform.
- e. No emergency maintenance is included if a meter is in need of a maintenance visit separate from the quarterly calibration visit. RJN will notify the Town and visits will be authorized under the Emergency Maintenance Visit in Special Services.

#### **Special Services**

##### **1. Emergency Maintenance Visit**

- a. Emergency maintenance visits will be done only after authorization by the Town. Maintenance visits will be done to address potential issues with data loggers, sensors, sensors needing cleaning, or other observed equipment problems.

##### **2. Flow Meter Site Investigations**

- a. Work with the Town to identify target flow meter sites.
- b. Investigate target flow meters sites for accessibility and hydraulic conditions.
- c. Accessible target sites will be made available by the Town, or another site will be chosen for flow meter installation.

##### **3. Flow Meter Site Installation**

- a. Install the flow monitoring equipment at selected meter sites ensuring operation prior to departure of installation crew.
- b. Initial calibration of equipment done upon installation.

#### **4. Flow Meter Removal**

- a. Remove flow monitoring equipment at the request of the Town. Equipment will be cleaned and delivered to Town for storage if not assigned for installation in a different location.

#### **5. Flow Data Analysis**

- a. Analyze flow data for gravity flows and develop average daily dry weather flow diurnal curves and dry weather flow peaking factors.
- b. Establish the relationship between peak inflow and rainfall intensity (Q vs I) for each tributary area to a monitoring location.
- c. Determine peak infiltration rates during high groundwater conditions, if possible.
- d. Prepare a brief Technical Memorandum that summarizes the results of the flow monitoring activities.

#### **6. Equipment Rental**

- a. In the event the Town is in need of additional flow monitoring equipment, RJN will provide rental equipment, from its own inventory, to the Town.



## EXHIBIT B PRICING

Pricing Terms for Invoicing: Lump Sum and Unit Rate

Base Fee: \$ 103,884.00

| Task                                                       | Unit  | Quantity | Unit Rate    | Task Fee             |
|------------------------------------------------------------|-------|----------|--------------|----------------------|
| Project Administration                                     | LS    | 1        | \$ 7,200.00  | \$ 7,200.00          |
| Long Term Flow Meter Maintenance (14 meters for 12 months) | Month | 168      | \$ 535.00    | \$ 89,880.00         |
| Long Term Rain Gauge Maintenance (21 gauges for 12 months) | Month | 252      | \$ 27.00     | \$ 6,804.00          |
| <b>Total</b>                                               |       |          |              | <b>\$ 103,884.00</b> |
| <b>Special Services</b>                                    |       |          |              |                      |
| Emergency Maintenance Visit                                | EA    | 20       | \$ 750.00    | \$ 15,000.00         |
| Flow Meter Investigations                                  | EA    |          | \$ 850.00    |                      |
| Flow Meter Installations                                   | EA    |          | \$ 1,000.00  |                      |
| Rain Gauge Installations                                   | EA    |          | \$ 400.00    |                      |
| Inflow and Infiltration Analysis and Report                | LS    | 1        | \$ 20,000.00 | \$ 20,000.00         |
| Flow Meter Rental                                          | Day   |          | \$ 25.00     |                      |



## **EXHIBIT C**

### **PROPOSED SCHEDULE**

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RJN is prepared to start work immediately upon an Agreement.



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

---

**DATE:** April 7, 2025  
**FROM:** Manuel Palacios, Assistant Director of Public Works  
**ITEM:** **Consider approval of the annual purchase contract for pavement joint sealing services with Super Sealing USA dba Innovative Road Composites, Inc., through the County of Ellis Contract (RFB-2022-021) for an estimated annual amount of \$80,000.**

---

**BACKGROUND:** This item is for the purchase of pavement joint sealing services for the Public Works Street Maintenance division, using the County of Ellis RFB contract 2022-021 with Super Sealing USA dba Innovative Road Composites, Inc., for an estimated annual amount of \$80,000 per year.

Each fiscal year funds are included in the Street Maintenance Sales Tax budget for pavement joint sealing projects. The department estimates an annual expenditure of \$50,000.00 for FY2024- 25 to joint-seal various asphalt roads. Super Sealing USA currently has not provided services to the Town, but has provided these services to adjacent jurisdictions or Cities. Staff has reviewed and visually inspected the joint sealing product, and it appears to meet all Town and State standard specifications. Super Sealing USA product is a tan camouflage-colored material that blends with the color of the pavement. Town staff are confident of their ability to perform these services satisfactorily.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the County of Ellis entered into an interlocal agreement effective January 21, 2025. The initial term of the agreement was one year, and automatically renews annually, unless canceled by either party.

### **BOARD REVIEW/CITIZEN FEEDBACK:**

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** \$80,000.00

**Proposed Expenditure/(Revenue)**  
\$80,000

**Account Number(s):**  
316-560-92240-4303

**LEGAL REVIEW:** N/A

### **ATTACHMENTS:**

1. Bid Submittal Forms for RFB-2022-021 - Supersealer USA
2. Ellis County Signed Contract No. 2022-021

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



## CONTRACT

STATE OF TEXAS}  
COUNTY OF ELLIS}

Agenda Item# 2.4  
Date: 3-8-2022

WHEREAS, the proposal package Bid No. RFB 2022-021 including the Cover Sheet, Instructions, Specifications, and Proposal Sheet(s) for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on March 8, 2022 award a contract to Supersealer USA,  
For Concrete Composite Joint and Crack Seal; and

THEREFORE, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with proposal package Bid No. RFB-2022-021 in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

### Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas. Venue for any disputes regarding this Contract must be filed in the district courts of Ellis County, Texas.

### Prior Agreements Superseded

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

### **Israel**

In accordance with § 2270.002 of the Texas Government Code, "Vendor Name" does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

### **Appropriations Clause**

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year** for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

### **Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

### **Prompt Payment Act**

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

## Special Terms and Conditions

1. **Contract Terms:** Agreement award from this bid shall be an annual agreement contract. Initial term of this agreement shall be one (1) year from date of approval. This agreement may be automatically renewed at Ellis County's option for up to four (4) successive one-year terms. Renewal options will be the same terms and conditions of the original agreement unless a price redetermination has been accepted by the County, as further explained in Price Redetermination.
2. **Cooperative Purchasing:** Governmental entities utilizing inter-governmental contracts with Ellis County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Ellis County will be billed directly to that governmental entity and paid by that governmental entity. Ellis County will not be responsible for another governmental entity's debts. The quantities furnished in this bid document are for Ellis County only. It does not include quantities for any other governmental jurisdiction.
3. **Price Redetermination:** If applicable, a price redetermination may be considered by Ellis County only at the anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent annual renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms, but shall remain firm for the entire redetermination period.

**Signatures**

**IN TESTIMONY WHEREOF:** Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: 3-8-22

**VENDOR**

By: [Signature]  
Principal

**ELLIS COUNTY**

By: [Signature]  
Authorized Agent  
Todd Little, County Judge  
Ellis County, Texas

Attest: [Signature]  
Ellis County Clerk





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

---

**DATE:** April 7, 2025

**FROM:** David Brockway, Construction Manager

**ITEM:** **Consider approval of a Professional Services Agreement with Martinez Architects, LP, for the programming, design, and construction administration associated with the Fire Station 6 project, in the amount of \$1,080,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

---

**BACKGROUND:** The Town is operating a temporary Fire Station 6 located at 6566 Stone Crest Road. The demand for service, personnel and equipment has created a need to construct a permanent facility that meets current requirements. This contract provides for the design and construction administration of a new Fire Station 6 on an acquired 6.64 acre property at 6801 Canyon Falls Drive.

### **BOARD REVIEW/CITIZEN FEEDBACK:**

### **ALTERNATIVES:**

**FISCAL IMPACT:** \$1,080,000.00

**Proposed Expenditure/(Revenue)**

\$1,080,000.00

**Account Number(s):**

533-111-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. PSA
2. MA Proposal Letter
3. Form 1295 (confidential)

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

THE STATE OF TEXAS   §  
COUNTY OF DENTON   §

**PROFESSIONAL SERVICES AGREEMENT WITH  
Martinez Architects, LP**

This contract is entered into on this 7<sup>th</sup> day of April, 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 **Martinez Architects, LP**, (“hereinafter referred to as “CONSULTANT”) whose address is 1701 W Northwest Hwy, Suite 1000, Grapevine TX, 76051.

**RECITALS**

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to programming, design, and providing construction documents and management for the Fire Station #6 project; and

WHEREAS, CONSULTANT is an architectural 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 Fire Station #6 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 Million Eighty Thousand No/100 Dollars (\$1,080,000.00) This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with "Attachment A Paragraph 1.05 Design Fees"; provided however that this Contract shall control in the event of any conflict between the language in "Attachment A Paragraph 1.05 Design Fees" 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](mailto: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:

David Brockway, PE  
Construction manager  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, Texas 75028  
972-874-6308 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:

David Brockway, PE  
Construction Manager  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, Texas 75028  
972-874-6308  
david.brockway@flowermound.gov

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:

Justin Myers, AIA  
Partner  
Martinez Architects, LP  
1701 W northwest Hwy, Suite 1000  
Grapevine TX, 76051  
281-800-1023  
justinm@martinez-architects.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:**  
**Martinez Architects, LP**

**THE TOWN OF FLOWER MOUND, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

March 7, 2025

Brian Waltenburg  
Interim Director of Public Works  
Town of Flower Mound

RE: Agreement for Architectural Professional Services  
Flower Mound Fire Station 6  
RFQ No. 2025-3-B

Mr. Waltenburg:

Thank you for the opportunity to assist with the Town of Flower Mound Fire Station #6 (the Project). This proposal for Professional Architectural and Engineering Services engages Martinez Architects, LP (MA) and The Town of Flower Mound, Texas (Town). This proposal letter is provided as a supplement (Attachment A) to the standard Town Professional Services Agreement. Any discrepancy between the two shall be brought to the architect's attention for resolution, and by default shall defer to the Town's standard form contract.

#### Section 1: Project Description

##### 1.01: Project Description

**New Fire Station 6, with program as defined on attached Project Scope Document, to be located on a 6.64-acre property located at 6801 Canyon Falls Drive.**

Scope of Work shall include programming, Design Charette with large-group Fire Department committee, multiple Schematic Design options (of which one (1) will be developed into Design Development Documents), and upon approval from Owner, finalized into Construction Documents for Bidding and Construction Purposes. It is understood that the project will be delivered via a Construction Manager-at-Risk (CMAR) contract.

##### 1.02: Project Budget

Budget will be developed in coordination with the CMAR as building program is refined. The current assumption for basis of this proposal is that construction will cost approximately \$12M. This proposal includes the provision of cost estimating services by a dedicated cost-estimating sub-consultant to Martinez Architects, as a supplemental service.

Budget increase due to escalation shall not increase the fee for architectural/engineering design services. Any increase in design fees will be as a result of change in scope only. Refer to 1.05 Design Fees.

##### 1.03: Anticipated Project Schedule:

Major Milestones:

- Design Meetings
  - Bi-weekly meetings with Owner from Programming through Construction Documents
- Programming (Beginning with kickoff meeting after Design Notice-to-Proceed)
  - Three (3) Weeks

- Schematic Design
  - 100% Schematic Design – 6 Weeks
  - Owner Review and Cost Estimating – 2 Weeks
- Design Development
  - 100% Design Development – 6 Weeks
  - Owner Review and Cost Estimating – 2 Weeks
- Construction Documents
  - 50% Construction Documents – 5 Weeks
  - Owner Review and Cost Estimating – 2 Weeks
  - 90% Construction Documents – 5 Weeks
  - Owner Review and Cost Estimating – 2 Weeks
  - 100% Construction Documents – 3 Weeks
- Permit Plan Review & Sub-Contractor Bidding
  - Submit to Town and any other Authority Having Jurisdiction for Permit Plan Review.
  - Issue for CMAR sub-contractor bidding
  - Design Team compiles Issue for Construction Drawings and Specifications, incorporating bid-phase Addenda and Town Comments from Permitting Process.
- Commencement of Construction Administration Services
  - Upon Contract approval of GMP, Approval of Permit, and Contractor mobilization
- Substantial Completion
  - Estimated at Fifteen (15) Months after Notice-to-Proceed with Construction for each Station.
    - If construction administration services extend beyond Sixteen (16) months, architect may be due additional services fees for time, billed hourly or as negotiated.

#### 1.04: Scope of Work:

Our fee proposal is inclusive of full Architectural and Engineering Services necessary from preliminary design phase to construction administration services during construction. Within the scope of work, we will provide the following services:

- Coordination and Review of the following **Owner-Provided Scope:**
  - Phase I Environmental Report
  - Geotechnical Engineering and Report
  - Construction Materials Testing
  - Platting (also included as Supplemental Service if desired to be performed by Design Team)
  - Storm Shelter 3<sup>rd</sup> Party Peer Review
  - Technology/Security devices in coordination with Town and Town's Vendors
    - Specification and installation of devices by Town and Town's Vendors, outside of contract. Coordination of conduit and back-boxes at device locations, and A/V Specifications included in Design Services, by dedicated Low-Voltage design consultant.
  - Station Alerting – Coordinate infrastructure rough-in with Fire Department's current vendor (USDD/Honeywell).

- Project implementation of Town-wide building management system – provided by Town in-house through Schneider Electric for access control and building management.
- Provide complete Architectural and Engineering Service Construction Drawings and Specifications to permit, bid and construct the programmed facility through the following disciplines and deliverables:
  - Programming
    - Project Meetings
      - Owner/Architect to coordinate meetings to discuss and program the project
      - Provide regular updates of progress
  - Schematic Design
    - Project Meetings
      - Owner/Architect to coordinate meetings for Design Review
      - Provide regular updates of progress
      - Coordinate and Provide Geotechnical Soils Report
    - Sub-Consultant Coordination
      - MA to work with MEP, Technology, Structural, Civil, Surveying, Landscape, and Geotechnical engineering and design sub-consultants to develop narratives and design concepts for each discipline.
    - Cost Estimating by Architect's Cost Consultant (supplemental service), including reconciliation with CMAR's estimates.
  - Design Development
    - Project Meetings
      - Owner/Architect to coordinate meetings for Design Review
      - Provide regular updates of progress
    - Sub-Consultant Coordination
      - MA to work with MEP, Technology, Structural, Civil, and Landscape and design sub-consultants to develop details for Design Development phase.
      - Proposed Consultants:
        - Civil Engineering: Kimley Horn
        - Surveying/Platting: Kimley Horn
        - Landscape/Irrigation: Evergreen Design Group
        - Structural Engineering: JQnow/MEG Engineering
        - Mechanical Engineering: Meza Engineering
        - Plumbing Engineering: Meza Engineering
        - Electrical Engineering: Meza Engineering
        - Security/Technology Design: Howell Design Group
        - Interior Design: In-house by Martinez Architects
    - Cost Estimating by Architect's Cost Consultant (supplemental service), including reconciliation with CMAR's estimates.

- Proposed Cost Estimator: Riddle & Goodnight
- Construction Documents
  - Project Meetings
    - Owner/Architect to coordinate meetings for Design Review
    - Provide regular updates and progress of construction document completion
    - Update the anticipated schedule with CMAR
  - Landscaping and Irrigation
    - Provide Landscape Plan specifying the treatment of all exterior landscaping areas within the limits of the property boundary. Calculations conforming to the requirements of the authority having jurisdiction.
    - Design Irrigation Plan for a fully operational system. System shall be designed to conserve water and limit operational and maintenance costs.
  - Topographical Survey
    - Design Team shall provide a topographical survey in AutoCAD format for the use of engineering and permitting.
  - Domestic and Sanitary Utilities
    - Design Team shall provide utility tie-ins within the rights-of-way the extent of the property line of the project site.
    - Coordination with the authorities having jurisdiction for water and wastewater utilities.
  - Electrical and Gas Utilities
    - Design Team shall provide utility tie-ins within the rights-of-way along the extent of the property line of the project site.
    - Coordination with the authorities having jurisdiction for electrical and gas utilities.
  - Civil Construction Plans
    - Prepare a dimensioned site plan and prepare construction plans for the following:
      - Grading plan to establish finish floor elevations and to establish paving elevations on driveways and parking areas.
      - Identify storm water calculations for the preparation of construction plans for storm sewer design
    - Prepare and issue final signed and sealed construction plans for permitting by Civil Engineer licensed by the State of Texas to Authorities having Jurisdiction.
  - Building Structure
    - Design Team shall provide site plan, floor plan, elevations, building section, wall sections, interior elevations, schedules, and details.
    - Structural Plans to be provided by a licensed engineer and shall include foundation plans and details, structural components to support all components of building including collateral and lateral loads, dead loads, etc.
    - Prepare and issue final signed and sealed construction plans for permitting by Structural Engineer licensed by the State of Texas to Authorities having Jurisdiction.
  - Building Systems



- Design of systems within the facilities including Mechanical, Electrical, Plumbing, Security and Technology systems. Systems shall be coordinated and compatible with existing systems incorporated into city facilities.
- Prepare and issue final signed and sealed construction plans for permitting by Engineer licensed by the State of Texas to Authorities having Jurisdiction, including Comcheck reports for energy-code compliance.
- Permitting
  - Coordinate ADA/TAS review and inspection of the facility with the State of Texas.
  - Coordinate all permitting submission(s) as required with the Authority having Jurisdiction
    - All Permitting Fees, if required, shall be reimbursed by the Owner.
    - Town utilizes 2021 ICC Code Series, and 2020 NEC.
  - Cost Estimating by Architect's Cost Consultant (supplemental service), including reconciliation with CMAR's estimates.
- Building Commissioning
  - Owner may desire independent commissioning of building systems beyond the contractual testing & balancing to be performed by the mechanical sub-contractor. If desired, architect will contract for these services as identified below, as supplemental service.
  - No LEED Green Building scope of services included.
- Bidding
  - Coordinate with Owner and CMAR for solicitation for Request for Proposal to sub-contractors
  - Construction Manager at-Risk delivery method
  - Respond to Contractor Requests for Information during Bidding and issue Addenda as required.
  - Update the anticipated construction schedule as needed with CMAR
- Construction Administration
  - Architect participation in all OAC meetings (online or in-person)
    - A/E staff in-person on-site at regular intervals of construction, and not less than once per month.
  - Site Observation visits, in addition to Punch List Inspections:
    - Architect: At Regular intervals during Construction
    - Structural Engineer: (6) total
    - Civil Engineer: (2) total
    - M/E/P Engineer: (6) total
    - Technology Consultant: (2) total
- Potential Supplemental Services
  - Building Commissioning (Lighting and Mechanical)
  - Cost Estimates by contracted cost consultant, in addition to CMAR estimates
  - Storm Water Pollution Prevention Plan

- Amending Plat
- Traffic Control Plan
- Tree Inventory

#### 1.05: Design Fees:

- **Fixed Fee will be initially based on a percentage of 9.0% of the construction cost, assumed at \$12,000,000, for a Fixed Fee total of \$1,080,000.00.** This includes Civil Engineering and Technology/Security Design as part of basic services. If construction cost increase, the fixed fee will remain the same, unless the Design Team's total scope of work changes.

#### **Reimbursable Expenses:**

Reimbursable expenses to not exceed \$10,000 and will be billed at cost with no mark-up, and shall be allowed to include:

- Permitting Fees (if applicable), TDL&R registration and inspection fees.
- Physical models or professional photography requested by the Owner.
- Project websites required for use by owner.
- FedEx, couriers, print-shop reproduction, and other printing costs associated with project presentation.
- Postage, handling, and delivery.

#### **Other Additional Services Fees:**

- Additional Owner-requested Site Observations / Site Meetings: \$1,000 per visit per discipline.
- Additional work outside the scope of services noted in this agreement: per hourly rate as identified below, or as negotiated. Such negotiations shall depend on scope of change, number of design disciplines affected by changes, and in which phase of project the change occurs.
- Possible Added Services may include:
  - Franchised Utility Coordination
  - Site Retaining Wall Design
  - Variances to published code requirements
  - **Offsite** roadway, signal, or utility design
- Estimated Additional Services Fees for purpose of Owner Contingency Fund planning: \$40,000.00.

#### **Fees for Potential Supplemental Services**

- Building Commissioning (Lighting & HVAC) – \$12,000
- Cost Estimator's Opinions of Probable Cost –
  - Schematic Design: \$7,500
  - Design Development: \$8,500
  - 50% CDs: \$8,500
  - 90% CDs: \$10,000
- Storm Water Pollution Prevention Plan - \$1,500
- Amending Plat - \$7,000
- Traffic Control Plan - \$3,000
- Tree Inventory - \$3,500

#### Summary Anticipated Fee Totals:

- Base A/E Services for Fire Station 6 \$1,080,000.00
  - Reimbursable Expenses Base Estimate \$10,000.00
  - Other Additional Services Base Estimate \$40,000.00
  - Supplemental Base Services Base Estimate \$61,500.00 (itemized potential services listed above)
  - TOTAL (includes potential services) \$1,191,500.00
- 
- Note: Estimates for Reimbursable, Additional, and Potential Supplemental Services shall only be invoiced if the applicable services are performed, with Town authorization. Unused estimated fee for these services will not be billed and will those funds will remain with the Town for discretionary use.

#### Invoicing:

Our fee is to be paid in installments at various completed stages throughout the project as noted below:

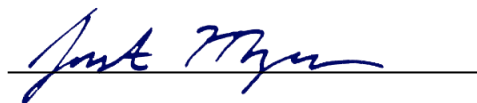
|                             |     |
|-----------------------------|-----|
| Programming                 | 5%  |
| Schematic Design            | 15% |
| Design Development          | 15% |
| Construction Documents      | 30% |
| Permitting/Bidding          | 5%  |
| Construction Administration | 30% |

#### Hourly Billing Rates:

|                     |          |
|---------------------|----------|
| Principal           | \$250/hr |
| Project Manager     | \$200/hr |
| Project Architect   | \$175/hr |
| Technical Personnel | \$100/hr |
| Clerical Personnel  | \$75/hr  |

Mr. Waltenburg – we appreciate the opportunity to work with you, and we look forward to a successful project. We are ready to begin these services immediately.

Sincerely,



Justin Myers, AIA  
Partner, Martinez Architects

972-809-6438 (office)  
713-577-9336 (mobile)

[justinm@martinez-architects.com](mailto:justinm@martinez-architects.com)

## **Flower Mound Fire Station**

### **Project Scope –**

- **Fire Station 6 (Base Service):**
  - 6.64-acre property at 6801 Canyon Falls Drive.
  - (4) pull-through apparatus bays:
    - Quint or Truck, Engine, Ambulance, Brush Vehicle, Reserve Apparatus
  - Hardened Classroom/Training room for 50 occupants.
    - ICC-500 Storm Shelter, with Restroom
    - Serves as Back-up EOC
    - Crestron is used in current training classrooms; confirm whether this is Town Standard or if other systems can be utilized.
  - Separate Community Room
  - Fitness area, Day Room, Kitchen/Dining, Outdoor Patio to house (5) firefighters and (2) officers per shift (3 shifts).
    - One officer quarters is for future (possible Battalion Chief).
    - Hot/Cold Therapy desired as part of Fitness/Wellness area.
  - Design to focus on cancer-prevention and ease of maintenance (VRF has been problematic at other stations).
  - Secure fenced area for staff vehicles.
  - Emergency generator within the secure fenced area.
  - Space for dedicated (indoor) CPAT (Candidate Physical Ability Test)
  - Separate (office) space for other Town departments to utilize, near entry/gym.
  - Future expansion of the facility should be considered in the site layout.
  - Fuel Island (dual fuel)



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

---

**DATE:** April 7, 2025  
**FROM:** Julie Taylor, Director of Treasury Operations  
**ITEM:** **Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2025, in the principal amount not to exceed \$19,200,000, for the purpose of paying for waterworks and sewer system improvements and fire-fighting facilities.**

---

**BACKGROUND:** The attached resolution will authorize the publication of notice of intention to issue Certificates of Obligation, Series 2025, (Certificates) in the principal amount not to exceed \$19,200,000 to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, with the first publication at least 46 days prior to the date stated in the ordinance authorizing the issuance of the certificates of obligation.

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 2024-2025 Five-year Capital Improvement Program ("CIP") as listed on Attachment 1. On October 7, 2024, the Town Council approved a reimbursement resolution for an amount not to exceed \$43,855,000 to fund improvements to water and wastewater system projects, fire-fighting facilities and the costs of issuance of the debt. CIP Amendments during the fiscal year have modified funding sources and/or moved project start dates to future years, thus reducing the proposed debt issuance. The majority of the decrease is due to the phasing of the fire stations in future years and the use of water impact fees.

In order to efficiently complete the issuance, a parameters ordinance will be presented for Town Council's approval on June 2, 2025, with the sale being conducted on the proposed date of June 4, 2025. The ordinance will establish parameters specific to the issuance and delegate the Town Manager and the Chief Financial Officer authority to approve all necessary documents and finalize the sale.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** \$19,200,000

**Proposed Expenditure/(Revenue)**  
\$19,200,000

**Account Number(s):**

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

**LEGAL REVIEW:** The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution. This standard notice of intent was approved in the past by Taylor, Olson, Adkins, Sralla, &

Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

**ATTACHMENTS:**

1. 2024-25 Debt Sale Projects
2. Calendar of Events
3. FLOWER MOUND CO 2025 - Intent Resolution

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

**General Capital Projects****Facilities:**

|                      |              |                     |
|----------------------|--------------|---------------------|
| Fire Stations        | \$ 5,000,000 |                     |
| <b>Total General</b> |              | <b>\$ 5,000,000</b> |

**Utility Capital Projects****Water Projects:**

|                                                              |                     |  |
|--------------------------------------------------------------|---------------------|--|
| Lakeside Water Reuse - Pump Station and Ground Storage Tanks | \$ 3,480,000        |  |
| Stonecrest Pump Station Phase II                             | 477,000             |  |
| Stonehill Pump Station Motor Replacement                     | 500,000             |  |
| Timber Valley and Fairfield Lane Water Line Replacement      | 1,700,000           |  |
|                                                              | <u>\$ 6,157,000</u> |  |

**Wastewater Projects:**

|                                                               |                     |  |
|---------------------------------------------------------------|---------------------|--|
| Inflow-Infiltration/Evaluation and Repair                     | \$ 200,000          |  |
| Timber Valley and Fairfield Lane Sewer Line Replacement       | 1,700,000           |  |
| Utility Asset Management & Utility Replacement                | 150,000             |  |
| Wastewater System Security Implementation                     | 150,000             |  |
| Wastewater Treatment Plant Effluent Filter Rehabilitation     | 4,630,000           |  |
| Wastewater Treatment Plant Primary Treatment Area Improvement | 1,000,000           |  |
|                                                               | <u>\$ 7,830,000</u> |  |

|                      |  |                      |
|----------------------|--|----------------------|
| <b>Total Utility</b> |  | <b>\$ 13,987,000</b> |
|----------------------|--|----------------------|

|                       |  |                      |
|-----------------------|--|----------------------|
| <b>Total Projects</b> |  | <b>\$ 18,987,000</b> |
|-----------------------|--|----------------------|

|                                  |  |                  |
|----------------------------------|--|------------------|
| <b>Estimated financing costs</b> |  | <b>\$ 98,000</b> |
|----------------------------------|--|------------------|

|                                     |  |                      |
|-------------------------------------|--|----------------------|
| <b>Grand Total of Debt Issuance</b> |  | <b>\$ 19,085,000</b> |
|-------------------------------------|--|----------------------|

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

**Certificates of Obligation, Series 2025**

**Proposed Schedule of Events**

| April 2025 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | T  | F  | S  |
|            |    | 1  | 2  | 3  | 4  | 5  |
| 6          | 7  | 8  | 9  | 10 | 11 | 12 |
| 13         | 14 | 15 | 16 | 17 | 18 | 19 |
| 20         | 21 | 22 | 23 | 24 | 25 | 26 |
| 27         | 28 | 29 | 30 |    |    |    |

| May 2025 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 | 29 | 30 | 31 |

| June 2025 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
| 1         | 2  | 3  | 4  | 5  | 6  | 7  |
| 8         | 9  | 10 | 11 | 12 | 13 | 14 |
| 15        | 16 | 17 | 18 | 19 | 20 | 21 |
| 22        | 23 | 24 | 25 | 26 | 27 | 28 |
| 29        | 30 |    |    |    |    |    |

Proposed Date

Action

|                      |                                                                                                                                                                                                  |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>April 7, 2025</b> | <b>Town Council considers Resolution of Intent to Issue Certificates of Obligation (6:00 pm Regular Meeting)</b>                                                                                 |
| April 15, 2025       | Initial publication of Notice of Intent to Issue CO's (at least 46 days prior to sale).                                                                                                          |
| April 16, 2025       | Post Notice of Intent to Issue CO's on Town's website (at least 45 days prior to sale)                                                                                                           |
| April 22, 2025       | Second publication of Notice of Intent to Issue CO's.                                                                                                                                            |
| May 8, 2025          | Hilltop sends out initial draft of Notice of Sale and Preliminary Official Statement ("POS/NOS") for review and comment.<br>Hilltop sends necessary information to S&P Global and Fitch Ratings. |
| May 15, 2025         | Comments on initial draft of NOS/POS due to Hilltop.                                                                                                                                             |
| May 19, 2025         | Hilltop sends second draft of NOS/POS to parties for review and comment.                                                                                                                         |
| May 21, 2025         | Conference calls with rating agencies (tentative; exact date/time TBD)                                                                                                                           |
| May 22, 2025         | Comments on second draft of NOS/POS due to Hilltop.                                                                                                                                              |
| May 27, 2025         | Hilltop submits NOS/POS to MuniPlatform.com for internet posting.<br>Hilltop notifies Municipal Advisory Council of pending sale.                                                                |
| May 29, 2025         | Receive Ratings.<br>Hilltop applies for CUSIP identification numbers.                                                                                                                            |
| <b>June 2, 2025</b>  | <b>Town Council considers parameters Ordinance for Certificates (6:00 pm Regular Meeting)</b>                                                                                                    |
| <b>June 4, 2025</b>  | <b>Bids due on Certificates at 10:00 am.<br/>Pricing Certificate signed by 2:00 pm.</b>                                                                                                          |
| June 5, 2025         | Draft of Final Official Statement distributed for review.                                                                                                                                        |
| June 9, 2025         | Bond Counsel submits documentation to Attorney General's Office.<br>Comments due on Final Official Statement.                                                                                    |
| June 11, 2025        | Final Official Statement posted to internet.                                                                                                                                                     |
| June 23, 2025        | Hilltop to notify all parties of closing and delivery instructions.                                                                                                                              |
| June 26, 2025        | Closing and Delivery.                                                                                                                                                                            |



## **TOWN OF FLOWER MOUND, TEXAS**

### **RESOLUTION NO. \_\_-25**

#### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.**

**WHEREAS**, the Town Council of the Town of Flower Mound, Texas (the "Town") has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land, rights-of-way and equipment therefor, (ii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor and (iii) professional services rendered in connection therewith; and

**WHEREAS**, prior to the issuance of such certificates, the Town Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the Town, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates; (ii) the maximum amount proposed to be issued; (iii) the purposes for which the certificates are to be issued; and (iv) the manner in which the Council proposes to pay the certificates.

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

#### **SECTION 1**

The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed NINETEEN MILLION TWO HUNDRED THOUSAND DOLLARS (\$19,200,000) for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land, rights-of-way and equipment therefor, (ii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor and (iii) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's waterworks and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

#### **SECTION 2**

The Town Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the Town's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

#### **SECTION 3**

This resolution shall take effect on the date of its passage.

RES. \_\_-25

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 7<sup>TH</sup> DAY OF APRIL, 2025.**

**APPROVED:**

\_\_\_\_\_  
**Cheryl Moore, MAYOR**

**(Town Seal)**

**ATTEST:**

\_\_\_\_\_  
**Theresa Scott, TOWN SECRETARY**

**EXHIBIT A**

**NOTICE OF INTENTION TO ISSUE  
TOWN OF FLOWER MOUND, TEXAS  
CERTIFICATES OF OBLIGATION**

TAKE NOTICE that the Town Council of the Town of Flower Mound, Texas, shall convene at a regular meeting at 6:00 o'clock P.M. on June 2, 2025, at the regular meeting place of the Town Council at Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas 75028, and, during such meeting, the Town Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed NINETEEN MILLION TWO HUNDRED THOUSAND DOLLARS (\$19,200,000) for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land, rights-of-way and equipment therefor, (ii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor and (iii) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's waterworks and sewer system. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the Town's outstanding public securities secured by and payable from ad valorem taxes is \$124,755,000; (ii) the current combined principal and interest required to pay all of the Town's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$160,403,394; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$25,934,590; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is March 1, 2045. The above information includes \$95,950,000 in principal amount of outstanding debt obligations the Town has designated as self-supporting and which the Town reasonably expects to pay from revenue sources other than ad valorem taxes. In the event these self-supporting revenue sources are insufficient to pay debt service, the Town is obligated to levy ad valorem taxes to pay such debt obligations. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Theresa Scott,  
TOWN SECRETARY



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

---

**DATE:** April 7, 2025  
**FROM:** Matthew Hotelling, Assistant Director of Public Works/Transportation  
**ITEM:** **Public Hearing to consider an ordinance for a Master Plan Amendment (MPA25-0001 – Furst Ranch Thoroughfare Plan Amendment) to amend Section 7.0 - Thoroughfare Plan to change the classification from Mixed-Use (MU) Arterial to Urban Minor Arterial for the first MU Arterial street located east of the intersection of Cross Timbers Road (FM 1171) and U.S. Highway (US) 377 north to the roundabout and the MU Arterial street located north of the intersection of Cross Timbers Road (FM 1171) and US 377 east to the roundabout. The property is generally located in the northeast quadrant of Cross Timbers Road and US 377. (Planning and Zoning Commission recommended approval by a vote of 6 to 0 at their March 24, 2025, meeting.) (Transportation Commission recommended approval by a vote of 5 to 1 at their March 11, 2025, meeting.)**

---

**BACKGROUND:** In April 2023, the Town Council first reviewed and approved a Thoroughfare Plan change for the area known as Furst Ranch. The portion that is the subject of this proposed Thoroughfare Plan change is in the northeast quadrant of Furst Ranch. Two segments of the Mixed Use (MU) - Arterial streets that are the subject of this Thoroughfare Plan amendment lead the public into the development. The first location is the westernmost MU - Arterial located on Cross Timbers Road (FM 1171) north to the roundabout and the other one is located along US 377. See the attached vicinity maps for the proposed locations and changes.

The northeast quadrant, in which both of these segments are located, is the first phase of the Furst Ranch Development. The MU-Arterial is a four-lane divided roadway with angled on-street parking with a 100' right of way (ROW). The Urban Minor Arterial is also a four-lane divided roadway except it does not have any on-street parking. The capacity of the roadway itself, therefore, is not changing. The only difference is the on-street parking. Without the on-street parking, there would be less friction of vehicle movement along these sections of roadway. Theoretically, this will slightly increase the capacity of the roadway section.

As the developers continue to refine their development plan, it was identified that these two segments are main entrances and will not likely have businesses that are immediately adjacent to the roadway. Therefore, these parking spaces would rarely be used and simply provide a large amount of concrete space that could be changed over to green space and/or entry features that will make the development more inviting and aesthetically pleasing from Cross Timbers Road (FM 1171) and US 377 without disrupting or degrading the movement of visitors/patrons to this area. The developer's representative is scheduled to be in attendance at this meeting for presentation and questions.

**BOARD REVIEW/CITIZEN FEEDBACK:** On March 11, 2025, the [Transportation Commission](#) (TRC) voted to recommend approval of the proposed Thoroughfare plan amendment by a vote of 5 to 1. The TRC had the following feedback from that meeting: the commissioner that voted against the recommendation had concerns about giving up the 10' of ROW and the possibility of needing it in the future. This area is planned to have landscaping and sidewalk. If it was needed, this area could be

purchased. However, it is not anticipated that this additional ROW would be needed. As stated previously, the benefit would be small based on the distance between FM 1171 or US 377 and the interior roundabout.

Additional commissioner feedback in support of the change is that it would create a safer environment because of less interaction between parked vehicles and vehicles traveling along the roadway. The other concern that was brought up by several commissioners is in regards to where people would park. It was stated by the applicant that each site in this area would be parked as a traditional parking lot for each of the buildings and adequate parking would be available for each of their respective uses.

On March 24, 2025, The [Planning and Zoning Commission](#) (PZ) voted to recommend approval of the proposed Thoroughfare plan amendment by a vote of 6 to 0. The PZ had the following feedback from that meeting: Question was asked about the sidewalk width along these segments. The standard sidewalk width for a UMA is 4 feet in width. Furst Ranch plans to install a 6-foot sidewalk along the UMA. Having a wider sidewalk in this area is appropriate.

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle). At the time this report was written, staff had not received any correspondence regarding this item

**ALTERNATIVES:** Leave Thoroughfare Plan as is.

**FISCAL IMPACT:** N/A  
N/A

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

**ATTACHMENTS:**

1. Draft Ordinance MPA-0001

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

**TOWN OF FLOWER MOUND, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, WHICH ADOPTED THE MASTER PLAN, BY AMENDING SECTION 7.0, "THOROUGHFARE PLAN," TO CHANGE THE DESIGNATION OF TWO SECTIONS OF MIXED USE (MU) ARTERIAL TO URBAN MINOR ARTERIAL NORTH AND EAST OF THE INTERSECTION OF FM 1171 AND US 377, AS DEPICTED IN EXHIBIT A; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, on March 19, 2001, the Town Council of the Town adopted Ordinance No. 24-01, the Flower Mound Master Plan, which consists of nineteen (19) component plans, including Section 7.0, the "Thoroughfare Plan," together with all amendments thereto; 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; mitigate the ill effects of rapid and intense urbanization; create a balanced tax base to ensure the Town's long-term economic health and prosperity; and ensure all development is of enduring and exemplary quality; and,

**WHEREAS**, the Thoroughfare Plan Map contained in the Master Plan indicates the functional street classifications for various thoroughfares within the Town, depicting, by distinct colors, the designations for certain such thoroughfares; and,

**WHEREAS**, the Planning and Zoning Commission of the Town held a public hearing on March 24, 2025, and the Town Council of the Town held a public hearing on April 7, 2025, with respect to the proposed Master Plan Amendment described herein; and,

**WHEREAS**, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of the Master Plan Amendment described herein; and,

**WHEREAS**, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during said public hearings,

the Town Council of the Town has determined that it is in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town that the Master Plan be amended to change the Thoroughfare Plan as described herein;

**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 legislative and factual findings of the Town, and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

### **SECTION 2**

The Master Plan of the Town, as amended, is hereby amended to change the functional street classifications designated on the map component of the Thoroughfare Plan for certain streets generally located north and east of the intersection of FM 1171 and US Highway 377, with certain street classifications being changed from MU-Arterial to Urban Minor Arterial as indicated on Exhibit "A" attached hereto and incorporated herein. The remainder of the map component of the Thoroughfare Plan is not amended herein and remains in full force and effect.

### **SECTION 3**

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

### **SECTION 4**

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

**SECTION 5**

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 7TH DAY OF APRIL, 2025.**

**APPROVED:**

\_\_\_\_\_  
**Cheryl Moore, MAYOR**

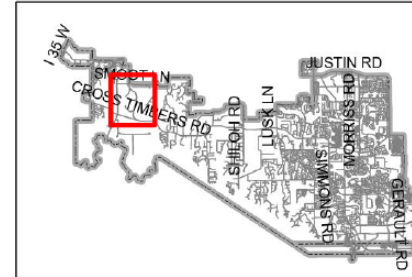
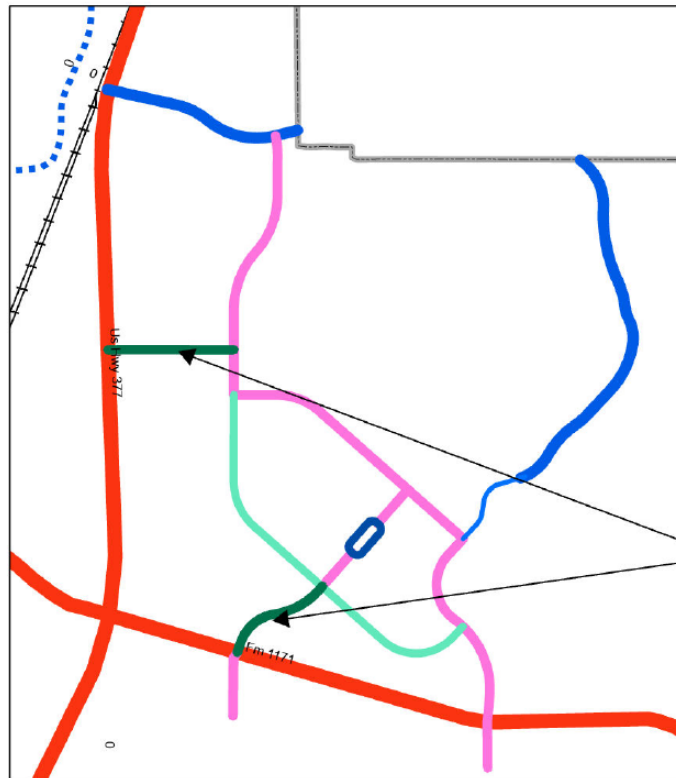
**ATTEST:**

\_\_\_\_\_  
**Theresa Scott, TOWN SECRETARY**



Exhibit A

Vicinity Map - Furst Ranch Thoroughfare Streets - Proposed



Legend

Furst Ranch Thoroughfare - Proposed

Classification

- Greenway Rural Arterial
- MU - Arterial
- MU - Collector
- MU - Dam Road
- MU - Couplet
- Urban Minor Arterial

Current Thoroughfare Plan

- Major Arterial
- Greenway Urban Arterial
- Urban Minor Arterial
- Urban Minor Arterial - Undivided
- Urban Collector
- Railroads
- Town Limits

Proposed Change Locations



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

---

**DATE:** April 7, 2025  
**FROM:** Poornima Kashyap, Planning Manager  
**ITEM:** **Public Hearing to consider an ordinance for a Master Plan Amendment (MPA23-0002 – Lakeside DFW / Lakeside East) 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 from Lakeside Business District Area Plan with Campus Commercial uses to Mixed Use. The property is generally located east of Long Prairie Road and between Spinks Road and Lakeside Parkway. (PZ recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting.)**

---

### **BACKGROUND:**

- Size – Approximately 21.16 acres
- Request – Change in land use from Campus Commercial uses within the Lakeside Business District to Mixed Use
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

### **BOARD REVIEW/CITIZEN FEEDBACK:**

The Planning & Zoning Commission recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** N/A

### **LEGAL REVIEW:**

Rachel Raggio, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

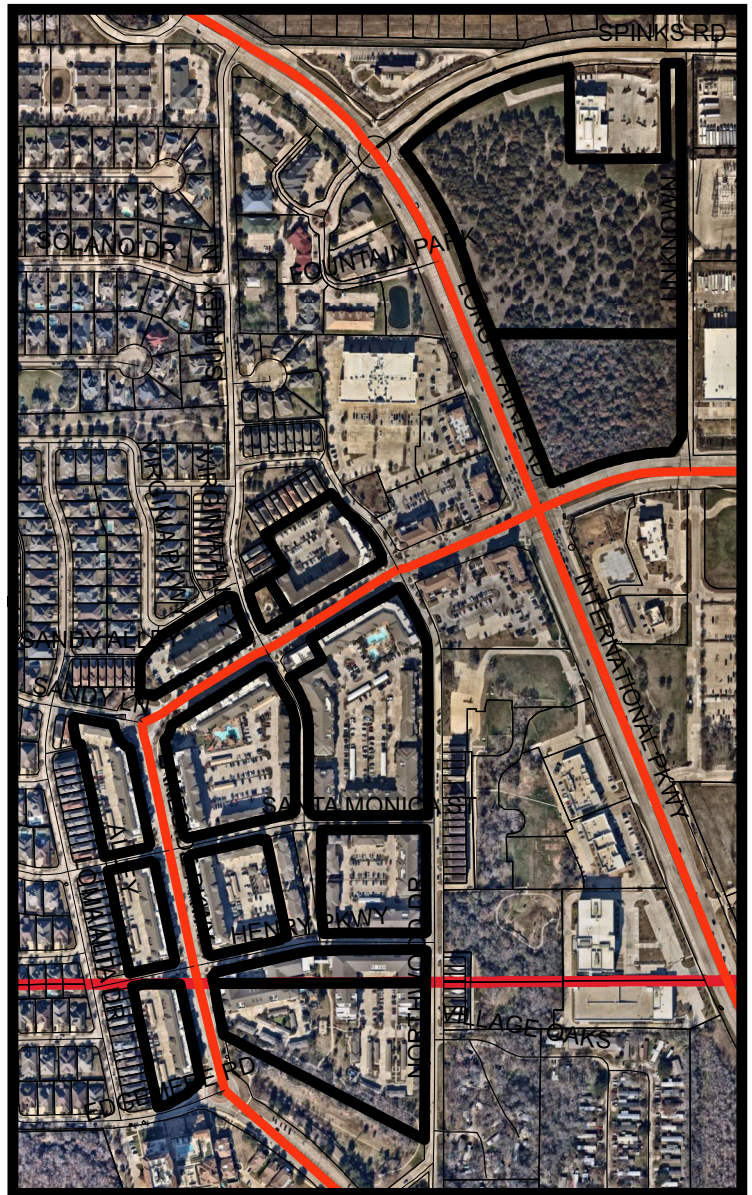
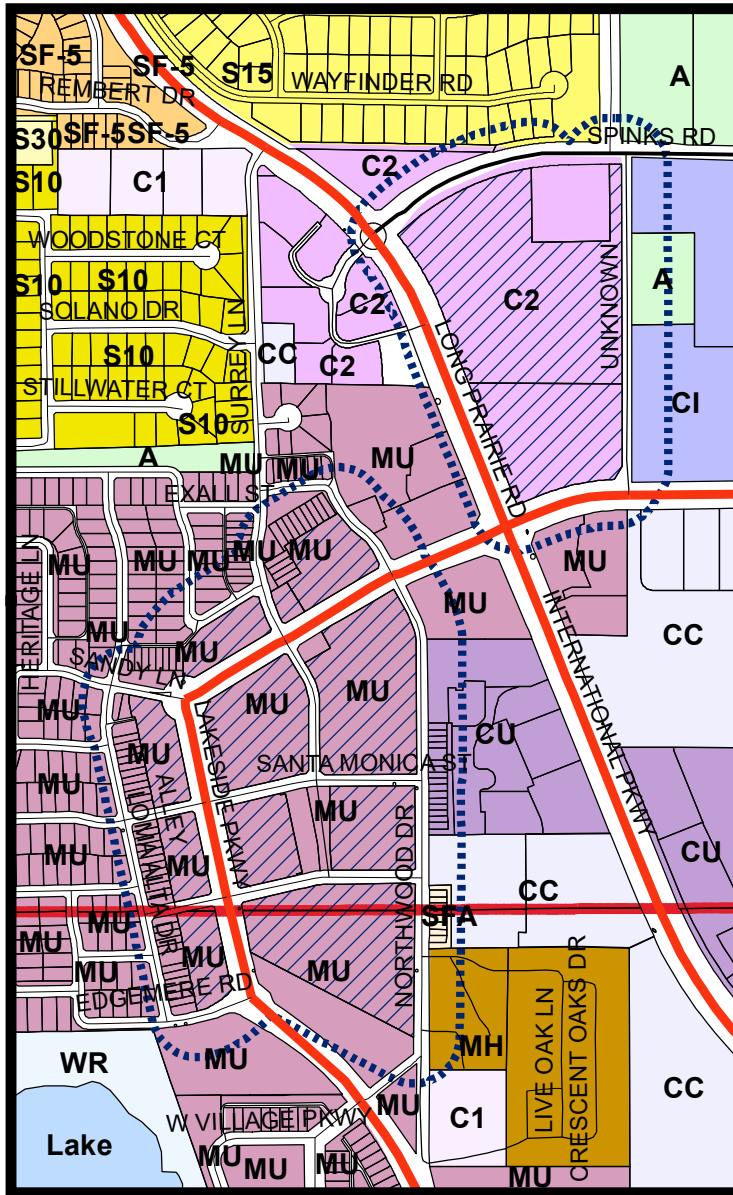
### **ATTACHMENTS:**

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

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

# Vicinity Map

MPA23-0002 & MU23-0001: Lakeside DFW / Lakeside East



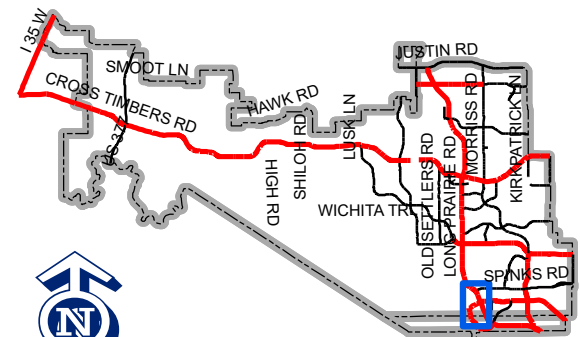
## LEGEND

- Agriculture
- Campus Commercial
- Campus Industrial
- \*Combined Uses-See Ordinance
- Commercial 1
- Commercial 2
- Lake
- Mixed Use
- Mobile Home
- Single Family 5
- Single Family 10
- Single Family 15
- Single Family 30
- Water Recreation

- Subject Property
- 200 ft Notification Buffer around Property

Visit [www.fmdevmap.com](http://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

0 625 1,250 2,500 Feet

**TOWN OF FLOWER MOUND, TEXAS**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, WHICH ADOPTED THE MASTER PLAN, BY AMENDING SECTION 1.0, "LAND USE PLAN," AND SECTION 2.0, "AREA PLANS," TO CHANGE THE CURRENT LAND USE DESIGNATION WITHIN THE LAKESIDE BUSINESS DISTRICT AREA PLAN AND REFLECTED ON THE LAND USE PLAN MAP FROM CAMPUS COMMERCIAL USES TO MIXED USE ON APPROXIMATELY 21.18 ACRES OF LAND INCLUDING A TRACT OF LAND SITUATED IN THE J. TANNEHILL SURVEY, ABSTRACT NO. 1252 AS WELL AS ALL OF LOT 2, BLOCK A OF THE CROSBY ADDITION, DENTON COUNTY, TEXAS, SAID TRACTS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, on March 19, 2001, the Town Council of the Town (the "Town Council") adopted the Flower Mound 2001 Master Plan (the "Master Plan"), which consists of nineteen component plans, including the Land Use Plan and Area Plans; and,

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

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

**WHEREAS**, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 21.18 acres of land including a tract of land situated in the J. Tannehill Survey, Abstract No. 1252, and all of Lot 2, Block A of the Crosby Addition, Denton County, Texas, said tracts being more fully described in Exhibit "A" attached hereto and incorporated herein (the "Property"), has filed an application for a Master Plan Amendment to change the current land use designation from Campus Commercial Uses to Mixed Use; and,

**WHEREAS**, the Planning and Zoning Commission of the Town held a public hearing on March 24, 2025, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 7, 2025, with respect to the proposed Master Plan Amendment as described herein; and,

**WHEREAS**, the Town has complied with all requirements of Chapter 213 of the Local Government Code; Chapter 78 of the Land Development Regulations; and all other laws dealing with notice, publication, and procedural requirements for the approval of a Master Plan Amendment on the Property; and,

**WHEREAS**, upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearings, the Town Council has determined that it is in the best interest of the citizens of the Town that the Master Plan be amended to change the 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, as amended, is hereby amended to change the land use designation on the hereinafter described Property and area as shown below:

Approximately 21.18 acres of land, including a tract of land situated in the J. Tannehill Survey, Abstract No. 1252, as well as all of Lot 2, Block A of the Crosby Addition, Denton County, Texas, said tracts of land being more fully described in Exhibit "A" attached hereto and incorporated herein.

The Land Use Plan Map contained in Section 1.0, "Land Use Plan," and Section 2.0, "Area Plans," of the Master Plan are hereby amended to change the current land use designation from Campus Commercial Uses to Mixed Use on the above-referenced Property, as depicted in Exhibit "A," "Master Plan Exhibit," attached hereto and incorporated herein.

### **SECTION 2**

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

### **SECTION 3**

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

### **SECTION 4**

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 7TH DAY OF APRIL, 2025.**

**APPROVED:**

---

**Cheryl Moore, MAYOR**

**ATTEST:**

---

**Theresa Scott, TOWN SECRETARY**



## EXHIBIT "A"

BEING A LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. TANNEHILL SURVEY, ABSTRACT NO. 1252, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, AND BEING ALL OF LOT 2, BLOCK A OF CROSBY ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-297, PLAT RECORDS, DENTON COUNTY, TEXAS, SAME BEING A TRACT OF LAND CONVEYED TO FM 2499 RETAIL VENTURE, LP, BY DEED RECORDED IN DOCUMENT NO. 48466, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING THE INTERSECTION OF THE NORTHEAST RIGHT OF WAY LINE OF LONG PRAIRIE ROAD (VARIABLE WIDTH RIGHT OF WAY) AND THE SOUTHEAST RIGHT OF WAY LINE OF SPINKS ROAD (VARIABLE WIDTH RIGHT OF WAY);

THENCE NORTH 50 DEGREES 35 MINUTES 13 SECONDS EAST, ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SAID SPINKS ROAD, A DISTANCE OF 66.45 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP FOR CORNER, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 1085.92 FEET, A DELTA ANGLE OF 31 DEGREES 36 MINUTES 41 SECONDS, A CHORD BEARING OF NORTH 66 DEGREES 22 MINUTES 48 SECONDS EAST, AND A CHORD LENGTH OF 591.56 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, ALONG THE SOUTHEAST LINE OF SAID SPINKS ROAD, AN ARC LENGTH OF 599.13 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING THE NORTHWEST CORNER OF LOT 1, BLOCK A OF SAID CROSBY ADDITION;

THENCE SOUTH 00 DEGREES 55 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF LOT 1, BLOCK A OF SAID CROSBY ADDITION, A DISTANCE OF 325.39 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK A OF SAID CROSBY ADDITION; THENCE SOUTH 89 DEGREES 04 MINUTES 22 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 1, BLOCK A OF SAID CROSBY ADDITION, A DISTANCE OF 342.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK A OF SAID CROSBY ADDITION;

THENCE NORTH 00 DEGREES 55 MINUTES 38 SECONDS EAST, ALONG THE EAST LINE OF LOT 1, BLOCK A OF SAID CROSBY ADDITION, A DISTANCE OF 338.00 FEET TO AN "X" FOUND IN CONCRETE FOR CORNER, SAID CORNER BEING ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SPINKS ROAD;

THENCE SOUTH 89 DEGREES 04 MINUTES 22 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SPINKS ROAD, A DISTANCE OF 55.83 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING ALONG THE WEST LINE OF LOT 1, BLOCK A OF DFW AIRPORT NORTH DISTRIBUTION CENTER, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015-366, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 17 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF LOT 1, BLOCK A OF SAID DFW AIRPORT NORTH DISTRIBUTION CENTER, A DISTANCE OF 1363.21 FEET TO AN "X" FOUND IN CONCRETE FOR CORNER, SAID CORNER BEING THE SOUTHWEST CORNER OF LOT 2, BLOCK A OF SAID DFW AIRPORT NORTH DISTRIBUTION CENTER, SAID CORNER BEING ALONG THE NORTH RIGHT OF WAY LINE OF LAKESIDE PARKWAY (120 FOOT RIGHT OF WAY);

THENCE SOUTH 89 DEGREES 02 MINUTES 50 SECONDS WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID LAKESIDE PARKWAY, A DISTANCE OF 18.60 FEET TO AN "X" FOUND IN CONCRETE FOR CORNER, AND BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 920.00 FEET, A DELTA ANGLE OF 20 DEGREES 57 MINUTES 08 SECONDS, A CHORD BEARING OF SOUTH 78 DEGREES 34 MINUTES 16 SECONDS WEST, AND A CHORD LENGTH OF 334.56 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, ALONG THE NORTH RIGHT OF WAY LINE OF SAID LAKESIDE PARKWAY, AN ARC LENGTH OF 336.43 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "CBG SURVEY" FOR CORNER, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS, NORTH 69 DEGREES 06 MINUTES 18 SECONDS EAST, A DISTANCE OF 0.35 FEET FOR WITNESS;

THENCE SOUTH 68 DEGREES 05 MINUTES 42 SECONDS WEST, ALONG THE NORTHWEST RIGHT OF WAY LINE OF SAID LAKESIDE PARKWAY, A DISTANCE OF 105.62 FEET TO AN "X" FOUND IN CONCRETE FOR CORNER, FROM WHICH AN "X" FOUND IN CONCRETE BEARS, NORTH 30 DEGREES 28 MINUTES 02 SECONDS EAST, A DISTANCE OF 0.45 FEET FOR WITNESS;

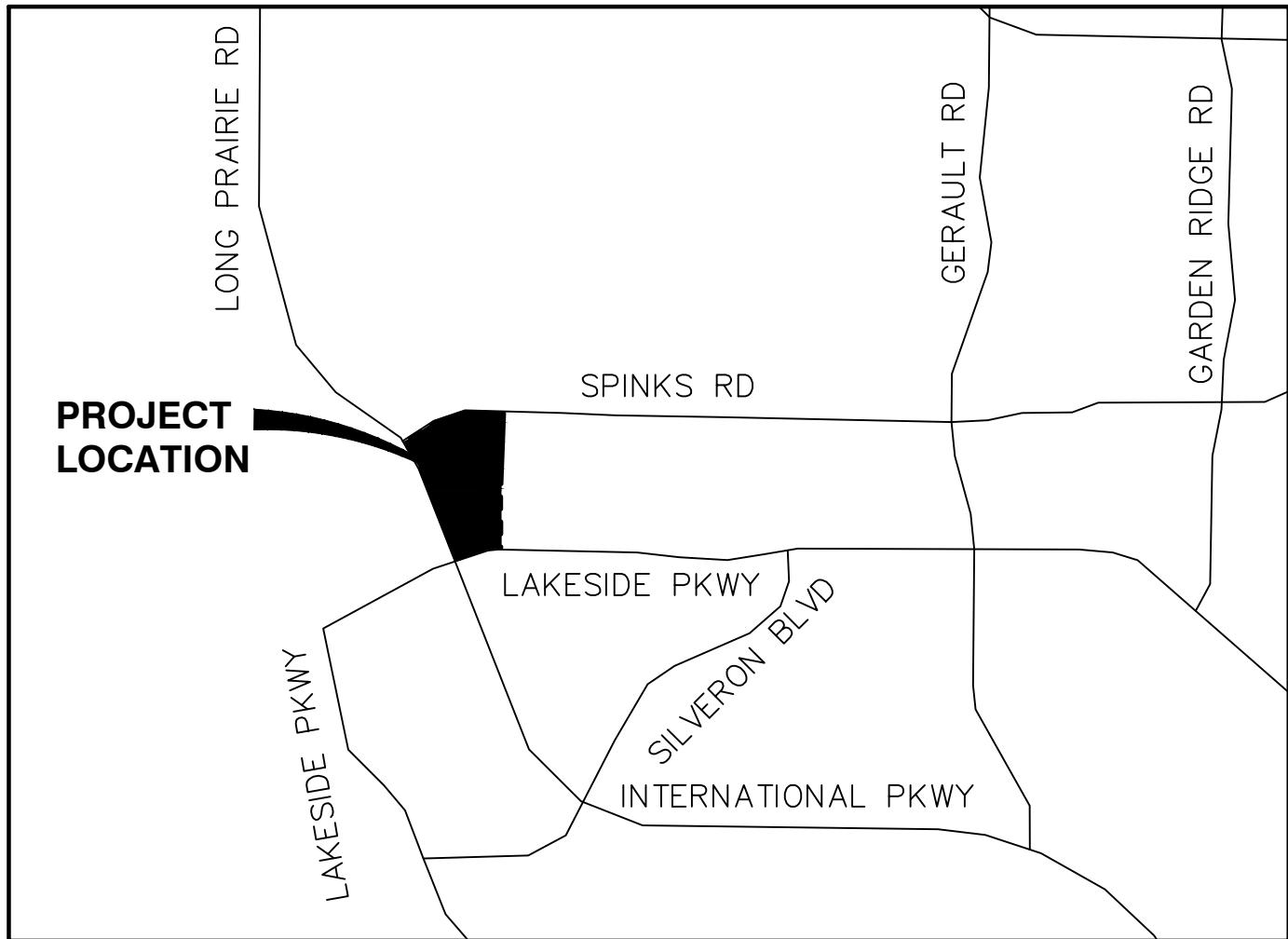
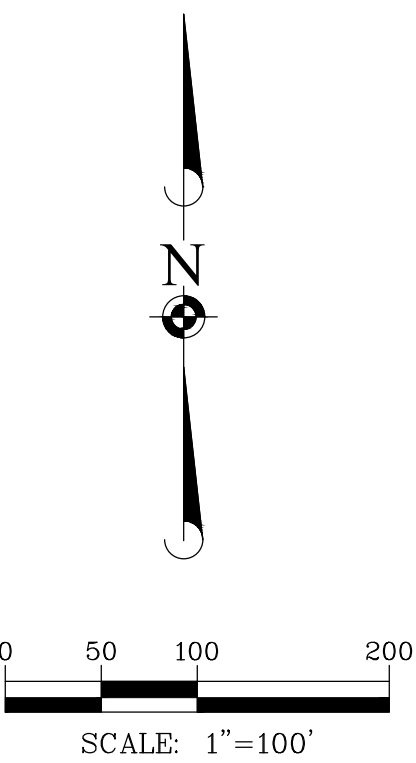
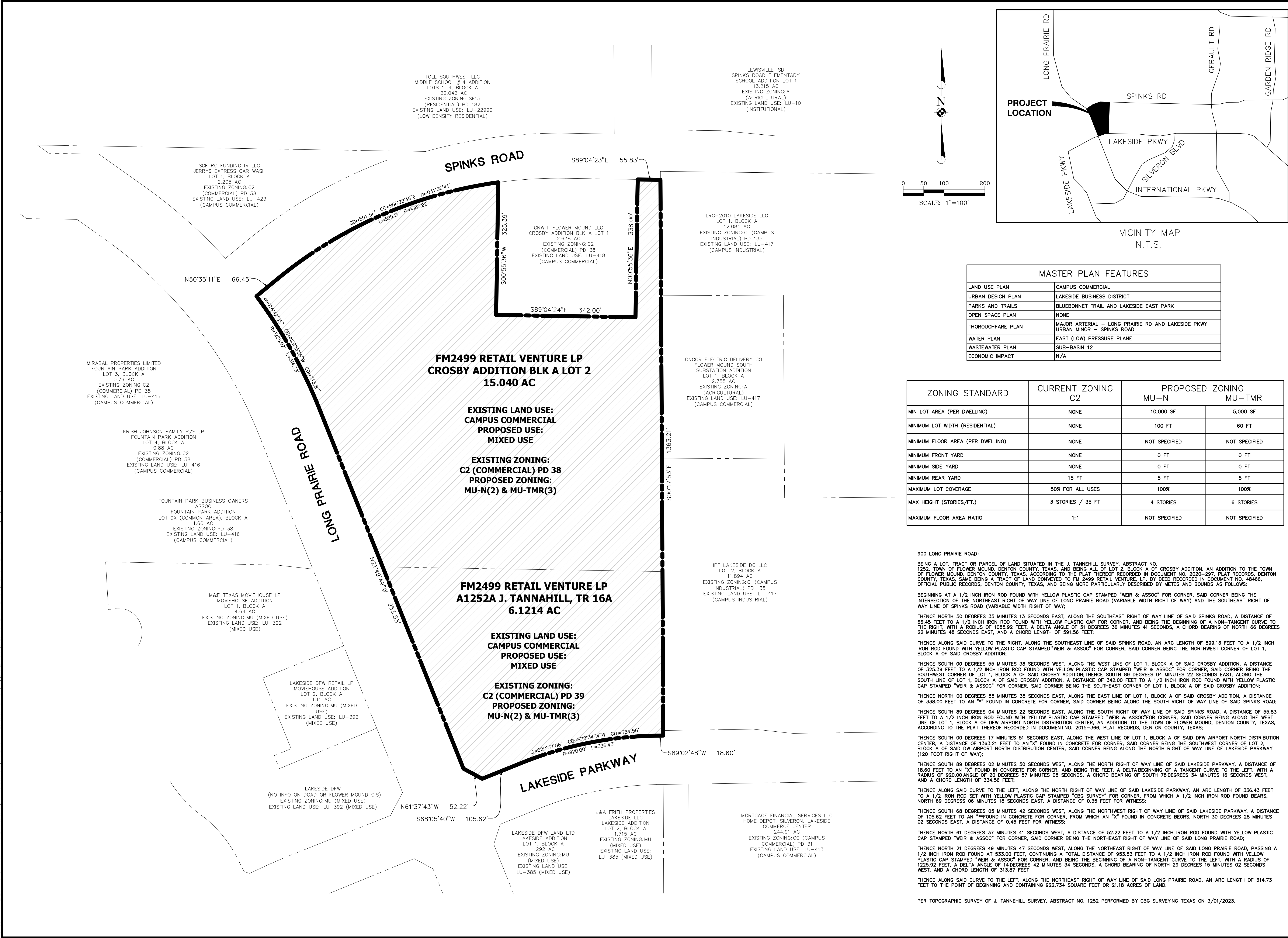
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THENCE NORTH 21 DEGREES 49 MINUTES 47 SECONDS WEST, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID LONG PRAIRIE ROAD, PASSING A 1/2 INCH IRON ROD FOUND AT 533.00 FEET, CONTINUING A TOTAL DISTANCE OF 953.53 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 1225.92 FEET, A DELTA ANGLE OF 14 DEGREES 42 MINUTES 34 SECONDS, A CHORD BEARING OF NORTH 29 DEGREES 15 MINUTES 02 SECONDS WEST, AND A CHORD LENGTH OF 313.87 FEET

THENCE ALONG SAID CURVE TO THE LEFT, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID LONG PRAIRIE ROAD, AN ARC LENGTH OF 314.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 922,734 SQUARE FEET OR 21.18 ACRES OF LAND.

PER TOPOGRAPHIC SURVEY OF J. TANNEHILL SURVEY, ABSTRACT NO. 1252 PERFORMED BY CBG SURVEYING TEXAS ON 3/01/2023.

Plot Date: 06/12/23    Draw Name: P:\61123 Revit\Capital Management\01 2499 and Lakeside Parkway\dwg\ExhibitA\2023-06-12 MPA Exhibit.dwg    Updated By: Saramon



VICINITY MAP  
N.T.S.

| MASTER PLAN FEATURES |                                                                                  |
|----------------------|----------------------------------------------------------------------------------|
| LAND USE PLAN        | CAMPUS COMMERCIAL                                                                |
| URBAN DESIGN PLAN    | LAKE SIDE BUSINESS DISTRICT                                                      |
| PARKS AND TRAILS     | BLUEBONNET TRAIL AND LAKE SIDE EAST PARK                                         |
| OPEN SPACE PLAN      | NONE                                                                             |
| THOROUGHFARE PLAN    | MAJOR ARTERIAL — LONG PRAIRIE RD AND LAKE SIDE PKWY<br>URBAN MINOR — SPINKS ROAD |
| WATER PLAN           | EAST (LOW) PRESSURE PLANE                                                        |
| WASTEWATER PLAN      | SUB-BASIN 12                                                                     |
| ECONOMIC IMPACT      | N/A                                                                              |

| ZONING STANDARD                   | CURRENT ZONING<br>C2 | PROPOSED ZONING |               |
|-----------------------------------|----------------------|-----------------|---------------|
|                                   |                      | MU—N            | MU—TMR        |
| MIN LOT AREA (PER DWELLING)       | NONE                 | 10,000 SF       | 5,000 SF      |
| MINIMUM LOT WIDTH (RESIDENTIAL)   | NONE                 | 100 FT          | 60 FT         |
| MINIMUM FLOOR AREA (PER DWELLING) | NONE                 | NOT SPECIFIED   | NOT SPECIFIED |
| MINIMUM FRONT YARD                | NONE                 | 0 FT            | 0 FT          |
| MINIMUM SIDE YARD                 | NONE                 | 0 FT            | 0 FT          |
| MINIMUM REAR YARD                 | 15 FT                | 5 FT            | 5 FT          |
| MAXIMUM LOT COVERAGE              | 50% FOR ALL USES     | 100%            | 100%          |
| MAX HEIGHT (STORIES/FT.)          | 3 STORIES / 35 FT    | 4 STORIES       | 6 STORIES     |
| MAXIMUM FLOOR AREA RATIO          | 1:1                  | NOT SPECIFIED   | NOT SPECIFIED |

900 LONG PRAIRIE ROAD:

BEING A LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. TANNEHILL SURVEY, ABSTRACT NO. 1252, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, AND BEING ALL OF LOT 2, BLOCK A OF CROSBY ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-297, PLAT RECORDS, DENTON COUNTY, TEXAS, SAME BEING A TRACT OF LAND CONVEYED TO FM 2499 RETAIL VENTURE, LP, BY DEED RECORDED IN DOCUMENT NO. 48466, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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PER TOPOGRAPHIC SURVEY OF J. TANNEHILL SURVEY, ABSTRACT NO. 1252 PERFORMED BY CBG SURVEYING TEXAS ON 3/01/2023.

Manhard CONSULTING

12225 Greenville Avenue, Suite 1000, Dallas, TX 75243    ph: 972.972.4250    manhard.com  
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers  
Construction Managers | Environmental Scientists | Landscape Architects | Planners  
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv.), F-21732 (Eng.)

REVISIONS

| NO. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| 1   |      |    |           |
| 2   |      |    |           |
| 3   |      |    |           |
| 4   |      |    |           |
| 5   |      |    |           |
| 6   |      |    |           |
| 7   |      |    |           |
| 8   |      |    |           |
| 9   |      |    |           |
| 10  |      |    |           |

LAKESIDE DEVELOPMENT

FLOWER MOUND, DENTON COUNTY, TEXAS

MASTER PLAN AMENDMENT EXHIBIT

FOR INTERIM REVIEW ONLY  
THIS DOCUMENT IS NOT  
ISSUED FOR CONSTRUCTION  
OR PERMITTING PURPOSES  
BRIAN J. BRIDGEMAN, P.E.  
TEXAS P.E. No. 98334  
ISSUED THIS DATE:  
06-12-2023

PROJ. MGR.: BJB

PROJ. ASSOC.: PA

DRAWN BY: CHS

DATE: 06-12-2023

SHEET

EX 1

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PENDING

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

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**DATE:** April 7, 2025  
**FROM:** Poornima Kashyap, Planning Manager  
**ITEM:** **Public Hearing to consider an ordinance amending the zoning (MU23-0001 – Lakeside DFW / Lakeside East) from Planned Development District No. 38 (PD-38) with Commercial District-2 (C-2) uses and Planned Development District No. 39 (PD-39) with Commercial-2 District (C-2) uses to Mixed Use District-1 (MU-1) for Lakeside DFW, and to amend Mixed Use District-1 (MU-1) standards to include conceptual plans and development standards for Lakeside East, to modify Lakeside DFW development standards to transfer unutilized residential density from the MU-C(1), MU-C(4), and MU-N(1) subzones to the proposed MU-N(2) subzone, and to request certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located east and west of Long Prairie Road and north and south of Lakeside Parkway. (PZ recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting.)**

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### BACKGROUND:

- Size – Approximately 21.16 acres
- Existing Zoning – Planned Development District-38 with Commercial-2 (C-2) uses and Planned Development District-39 (PD-39) with Commercial-2 (C-2) uses
- Request –Mixed Use with MU-TMR (3) and MU-N(2) subzones.
- Residential Density – There is no net increase in residential density as the developer is requesting to transfer unused residential density from existing Lakeside DFW subzones to the proposed Lakeside East development.
- SMARTGrowth – Passed
- Traffic Analysis – Passed. The concept plan identifies a hooded left turn on F.M. 2499 southbound into the property. The exact location of this turn has not yet been determined. If the final location of the proposed left turn lane does not meet TXDOT spacing standards, a study will be necessary to demonstrate that the proposed left turn lane will not have any adverse impacts on the current traffic conditions, which the applicant is aware of. Regardless, the traffic analysis for the project passes without the hooded left turn lane.
- Modifications – The Town's Mixed Use base code allows for flexible development standards through zoning standards. The requested modifications are outlined below.
  - Prohibit retail sales or service geared towards the automobile, such as gas stations, auto service centers, auto storage, etc.
  - Modify standards for a Full-Service Hotel use
  - Request additional height for two buildings within the MU-TMR(3) subzone – though not required, the applicant is proposing additional open space to mitigate for additional building height
  - Modify standards related to percentage of openings for certain uses (see details in the Board Review section)
- Incentives – N/A

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

## **BOARD REVIEW/CITIZEN FEEDBACK:**

### **Parks Board**

On May 2, 2024, the [Parks Board](#) recommended approval of park land dedication, cash in lieu of open space credit, or a combination be accepted for the Lakeside East mixed-use development, accepting the proposal of 6.81 acres based upon the developers' numbers on its park credit summary section 90-449, accepting in full at high levels areas 1, 2, 3, 4, 6, 7, and 9.

### **Planning and Zoning Commission**

The [Planning & Zoning Commission](#) recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting. In order to address concerns expressed by the Commission, the applicant has made the following changes to the Lakeside DFW Development Code:

- Require approval of a Specific Use Permit for drive-thru uses and for veterinary clinic with indoor pens.
- Increase ground floor non-residential square footage within the MU-N(2) subzone to 18,000 square feet.
- Require completion of 35,000 square feet of non-residential building space to include completion of a building final inspection indicating finish-out permits are ready to be applied for prior to issuance of certificate of occupancy for the multi-family development. The 35,000 square feet must be located entirely within the MU-TMR(3) Subzone and shall include the buildings located between the multifamily building and FM 2499 Arterial.
- Comply with the established minimum and maximum percentages of openings for Lakeside DFW except: i) exterior walls enclosing a restaurant kitchen are not required to include windows; and ii) the multistory office building may include glass up to 85% of the wall area.

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** N/A

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

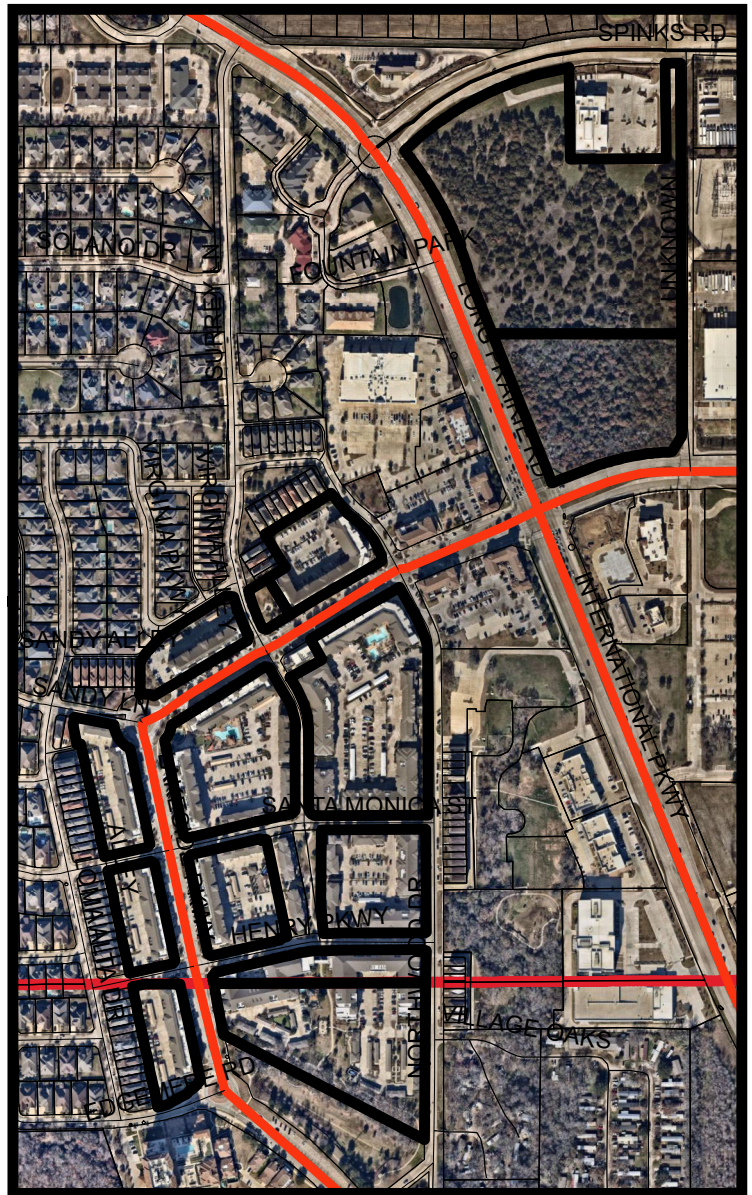
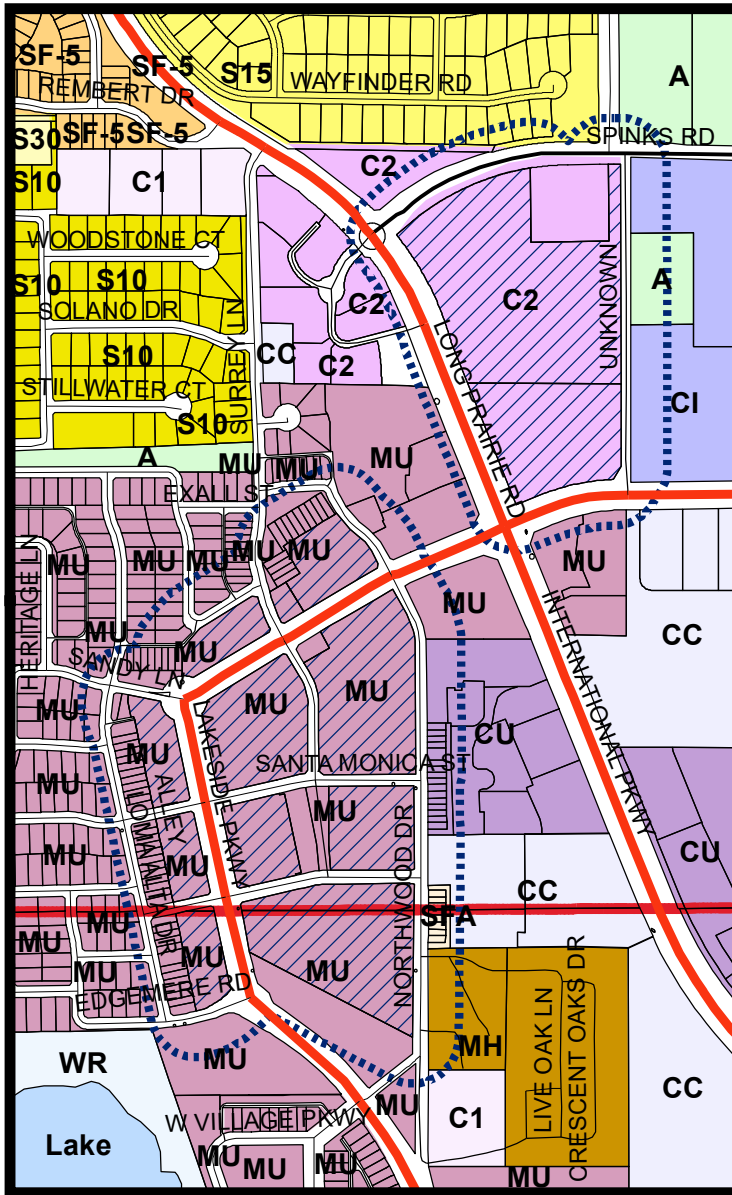
### **ATTACHMENTS:**

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

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

# Vicinity Map

MPA23-0002 & MU23-0001: Lakeside DFW / Lakeside East



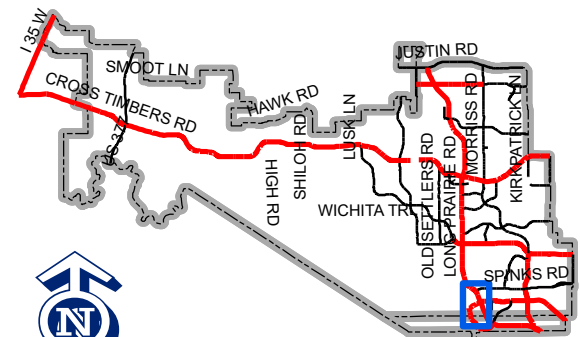
## LEGEND

- Agriculture
- Campus Commercial
- Campus Industrial
- \*Combined Uses-See Ordinance
- Commercial 1
- Commercial 2
- Lake
- Mixed Use
- Mobile Home
- Single Family 5
- Single Family 10
- Single Family 15
- Single Family 30
- Water Recreation

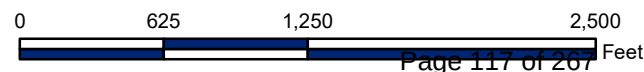
- Subject Property
- 200 ft Notification Buffer around Property

Visit [www.fmdevmap.com](http://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 ORDINANCE NOS. 09-18, 01-20, 11-22, 47-22, 11-23, AND 06-24 (WHICH REPLACED ORDINANCE 63-12 ESTABLISHING AND LATER AMENDING MIXED USE DISTRICT-1 (MU-1), ALSO KNOWN AS THE LAKESIDE DFW MIXED USE DEVELOPMENT), BY INCORPORATING APPROXIMATELY 21.18 ACRES OF LAND, INCLUDING A TRACT OF LAND SITUATED IN THE J. TANNEHILL SURVEY, ABSTRACT NO. 1252, AND LOT 2, BLOCK A OF THE CROSBY ADDITION, DENTON COUNTY, TEXAS, SAID TRACTS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; CHANGING THE ZONING ON SAID TRACTS OF LAND, RESPECTIVELY, FROM PLANNED DEVELOPMENT DISTRICT NO. 38 (PD-38) WITH COMMERCIAL DISTRICT-2 (C-2) USES AND PLANNED DEVELOPMENT DISTRICT NO. 39 (PD-39) WITH COMMERCIAL DISTRICT-2 (C-2) USES TO MIXED USE DISTRICT-1 (MU-1), IN ACCORDANCE WITH THE TOWN'S MASTER PLAN; AMENDING EXHIBIT "B" OF ORDINANCE NO. 09-18, THE "LAKESIDE DFW DEVELOPMENT CODE," BY REPLACING IT IN ITS ENTIRETY TO INCORPORATE SAID 21.18 ACRES AND TO AMEND THE DEVELOPMENT STANDARDS CONTAINED THEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, in accordance with Chapter 78 of the Land Development Regulations, the owner of approximately 21.18 acres of land, including a tract of land situated in the J. Tannehill Survey, Abstract No. 1252, and all of Lot 2, Block A of the Crosby Addition, Denton County, Texas, said tracts being more fully described in Exhibit "A" attached hereto and incorporated herein (the "Property"), has filed an application to change the zoning on each property, respectively, from Planned Development District No. 38 (PD-38) with Commercial District-2 (C-2) uses and Planned Development District No. 39 (PD-39) with Commercial District-2 (C-2) uses to Mixed Use District-1 (MU-1); and,



**WHEREAS**, said rezoning application also seeks to amend the development standards contained in the Lakeside DFW Development Code by incorporating the Property and amending other development standards applicable to Mixed Use District-1 (MU-1); and,

**WHEREAS**, the Planning and Zoning Commission of the Town held a public hearing on March 24, 2025, and the Town Council of the Town held a public hearing on April 7, 2025, with respect to the proposed zoning amendment 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 zoning amendment on the Property;

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

### **SECTION 1**

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

Approximately 21.18 acres of land, including a tract of land situated in the J. Tannehill Survey, Abstract No. 1252, as well as all of Lot 2, Block A of the Crosby Addition, Denton County, Texas, said tracts of land being more fully described in Exhibit "A" attached hereto and incorporated herein, is hereby rezoned, respectively, from Planned Development District No. 38 (PD-38) with Commercial District-2 (C-2) uses and Planned Development District No. 39 (PD-39) with Commercial District-2 (C-2) uses to Mixed Use District-1 (MU-1).

### **SECTION 2**

Exhibit "B" to Ordinance No. 09-18, entitled "Lakeside DFW Development Code," is hereby further amended and replaced in its entirety with the attached Exhibit "B," which is incorporated into this Ordinance as if fully set forth herein for all purposes allowed by law, and is hereby approved as the revised development code for Mixed Use District-1 (MU-1).

### **SECTION 3**

The official map of the Town is amended and the Executive Director of Development Services is directed to revise the official Zoning Map to reflect the approved Mixed Use District-1 (MU-1) as set forth above.

**SECTION 4**

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein and in Exhibit "B" 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 of the Town shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

**SECTION 8**

All rights and remedies of the Town 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 7TH DAY OF APRIL, 2025.**

**APPROVED:**

\_\_\_\_\_  
**Cheryl Moore, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Theresa Scott, TOWN SECRETARY**

**EXHIBIT A**



**EXHIBIT B**

## EXHIBIT "A"

BEING A LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. TANNEHILL SURVEY, ABSTRACT NO. 1252, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, AND BEING ALL OF LOT 2, BLOCK A OF CROSBY ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-297, PLAT RECORDS, DENTON COUNTY, TEXAS, SAME BEING A TRACT OF LAND CONVEYED TO FM 2499 RETAIL VENTURE, LP, BY DEED RECORDED IN DOCUMENT NO. 48466, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING THE INTERSECTION OF THE NORTHEAST RIGHT OF WAY LINE OF LONG PRAIRIE ROAD (VARIABLE WIDTH RIGHT OF WAY) AND THE SOUTHEAST RIGHT OF WAY LINE OF SPINKS ROAD (VARIABLE WIDTH RIGHT OF WAY);

THENCE NORTH 50 DEGREES 35 MINUTES 13 SECONDS EAST, ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SAID SPINKS ROAD, A DISTANCE OF 66.45 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP FOR CORNER, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 1085.92 FEET, A DELTA ANGLE OF 31 DEGREES 36 MINUTES 41 SECONDS, A CHORD BEARING OF NORTH 66 DEGREES 22 MINUTES 48 SECONDS EAST, AND A CHORD LENGTH OF 591.56 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, ALONG THE SOUTHEAST LINE OF SAID SPINKS ROAD, AN ARC LENGTH OF 599.13 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING THE NORTHWEST CORNER OF LOT 1, BLOCK A OF SAID CROSBY ADDITION;

THENCE SOUTH 00 DEGREES 55 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF LOT 1, BLOCK A OF SAID CROSBY ADDITION, A DISTANCE OF 325.39 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK A OF SAID CROSBY ADDITION; THENCE SOUTH 89 DEGREES 04 MINUTES 22 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 1, BLOCK A OF SAID CROSBY ADDITION, A DISTANCE OF 342.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK A OF SAID CROSBY ADDITION;

THENCE NORTH 00 DEGREES 55 MINUTES 38 SECONDS EAST, ALONG THE EAST LINE OF LOT 1, BLOCK A OF SAID CROSBY ADDITION, A DISTANCE OF 338.00 FEET TO AN "X" FOUND IN CONCRETE FOR CORNER, SAID CORNER BEING ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SPINKS ROAD;

THENCE SOUTH 89 DEGREES 04 MINUTES 22 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SPINKS ROAD, A DISTANCE OF 55.83 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING ALONG THE WEST LINE OF LOT 1, BLOCK A OF DFW AIRPORT NORTH DISTRIBUTION CENTER, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015-366, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 17 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF LOT 1, BLOCK A OF SAID DFW AIRPORT NORTH DISTRIBUTION CENTER, A DISTANCE OF 1363.21 FEET TO AN "X" FOUND IN CONCRETE FOR CORNER, SAID CORNER BEING THE SOUTHWEST CORNER OF LOT 2, BLOCK A OF SAID DFW AIRPORT NORTH DISTRIBUTION CENTER, SAID CORNER BEING ALONG THE NORTH RIGHT OF WAY LINE OF LAKESIDE PARKWAY (120 FOOT RIGHT OF WAY);

THENCE SOUTH 89 DEGREES 02 MINUTES 50 SECONDS WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID LAKESIDE PARKWAY, A DISTANCE OF 18.60 FEET TO AN "X" FOUND IN CONCRETE FOR CORNER, AND BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 920.00 FEET, A DELTA ANGLE OF 20 DEGREES 57 MINUTES 08 SECONDS, A CHORD BEARING OF SOUTH 78 DEGREES 34 MINUTES 16 SECONDS WEST, AND A CHORD LENGTH OF 334.56 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, ALONG THE NORTH RIGHT OF WAY LINE OF SAID LAKESIDE PARKWAY, AN ARC LENGTH OF 336.43 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "CBG SURVEY" FOR CORNER, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS, NORTH 69 DEGREES 06 MINUTES 18 SECONDS EAST, A DISTANCE OF 0.35 FEET FOR WITNESS;

THENCE SOUTH 68 DEGREES 05 MINUTES 42 SECONDS WEST, ALONG THE NORTHWEST RIGHT OF WAY LINE OF SAID LAKESIDE PARKWAY, A DISTANCE OF 105.62 FEET TO AN "X" FOUND IN CONCRETE FOR CORNER, FROM WHICH AN "X" FOUND IN CONCRETE BEARS, NORTH 30 DEGREES 28 MINUTES 02 SECONDS EAST, A DISTANCE OF 0.45 FEET FOR WITNESS;

THENCE NORTH 61 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 52.22 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING THE NORTHEAST RIGHT OF WAY LINE OF SAID LONG PRAIRIE ROAD;

THENCE NORTH 21 DEGREES 49 MINUTES 47 SECONDS WEST, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID LONG PRAIRIE ROAD, PASSING A 1/2 INCH IRON ROD FOUND AT 533.00 FEET, CONTINUING A TOTAL DISTANCE OF 953.53 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 1225.92 FEET, A DELTA ANGLE OF 14 DEGREES 42 MINUTES 34 SECONDS, A CHORD BEARING OF NORTH 29 DEGREES 15 MINUTES 02 SECONDS WEST, AND A CHORD LENGTH OF 313.87 FEET

THENCE ALONG SAID CURVE TO THE LEFT, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID LONG PRAIRIE ROAD, AN ARC LENGTH OF 314.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 922,734 SQUARE FEET OR 21.18 ACRES OF LAND.

PER TOPOGRAPHIC SURVEY OF J. TANNEHILL SURVEY, ABSTRACT NO. 1252 PERFORMED BY CBG SURVEYING TEXAS ON 3/01/2023.



LAKESIDE DFW  
DEVELOPMENT CODE  
AMENDED

ORDINANCE 63-12

AMENDMENT #11  
(MU23-0001)  
ANNEXING LAKESIDE EAST TRACT  
APPROXIMATELY 21 ACRES  
AS SUBZONE MU-TMR(3) & MU-N(2)

Flower Mound, TX

April 2, 2025

A DEVELOPMENT BY  
Realty Capital Management, LLC  
909 Lake Carolyn Parkway Suite 150  
Irving, TX 75039  
James W. Archie, Managing Director  
469.533.4131

PLANNING BY  
Roaring Brook Development Co.  
3058 Lakeside Parkway  
Flower Mound, TX 75022  
Dan Quinto  
817.706.8353

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**PREFACE TO AMENDED CODE**

## PREFACE TO AMENDED DEVELOPMENT CODE

The Lakeside Development Code was passed by Town Council on November 19, 2012 as Ordinance 63-12. Since that time, there have been 8 modifications to the Code:

1. Ordinance 12-13 annexing approximately 0.9 acres into the development district;
2. Ordinance 14-15 amending signage rules;
3. Ordinance 58-15 regarding on-site sales activities on the condominium tower;
4. Ordinance 03-17 amending permitted materials and signage.
5. Ordinance 09-18 annexing land to Lakeside DFW and providing standards for MU-TEN subzone.
6. Ordinance 01-20 amending development standards for parking in MU-TEN and MUC(3) subzones.
7. Ordinance 11-22 various minor amendments to open space, parking, signage, architecture in MU-TEN subzone.
8. Ordinance 47-22 amending open space and trails and signage.
9. Ordinance 11-23 amending MZ1, MZ4, and MZ5, top of balcony railing dimension.
10. Ordinance 06-24: Amendment on Parking Garage Materials in Subzone MU-TEN

The purpose of this Amended Lakeside Development Code is to annex an additional approximately 21 acres of land (formerly known as the Crosby Tract) located east of Long Prairie Road (FM 2499) between Spinks Road and Lakeside Parkway. The annexed land shall consist of 2 new subzones labelled MU-TMR(3) and MU-N(2).

There are no changes to the following subzones:

MU-C(2)  
MU-C(3)  
MU-TMR(1)  
MU-TMR(2)  
MU-TNG  
MU-TEN

The following subzones are subject to a change to Table 3.2 regarding the permitted number of residential units.

MU-C(1)  
MU-C(4)  
MU-N(1)

The intent is to maintain a single unified document that governs all of the Lakeside DFW development district to facilitate the Town's enforcement obligations.

The rules and regulations pertaining to previously developed areas remain within the body of the document. Language that refers to proposed or intended development activities which have already occurred has been modified or eliminated to avoid confusion regarding the scope of the current proposal before the Town.

Where rules or standards are modified and apply only to MU-TMR(3) and MU-N(2), then those rules have been added to the specific subzone regulations and supersede the general rules. For instance, the architectural standards in Section 7 remain in force for the District, but additional architectural standards and modifications are added to Subzones MU-TMR(3) and MU-N(2) in Section 3.

STATISTICAL ANALYSIS OF LAND USE

## LAND USE STATISTICAL ANALYSIS

Each category below is a gross development area and is an approximation based on the acreage identified in table 3.2. and other land use regulations within the Code.

| TABLE 1.1 STATISTICAL ANALYSIS |       |           |
|--------------------------------|-------|-----------|
|                                | Acres | % of Land |
| Gross Acreage                  | 176.9 |           |
| Open Space                     | 18.5  | 10%       |
| Commercial only                | 36.4  | 21%       |
| Mixed Commercial/Residential   | 23.1  | 13%       |
| Multi-family                   | 39.6  | 22%       |
| Single Family                  | 59.4  | 34%       |
|                                | 176.9 | 100%      |



CHARACTER ZONE STANDARDS

## SECTION 3: DEFINITION OF CHARACTER ZONES

It is the intention of the Applicant to create a development uniquely appropriate to the site and to preserve the most beneficial aspects of the land while creating and attracting new amenities, services, businesses, and residents to the project.

The proposed development encompasses over 150 acres and covers a variety of land, conditions, access, visibility and value. Because the tract is so large and diverse, we have divided the site into more subzones than the original Mixed Use ordinance had envisioned. The purpose of subzones is to allow each portion of the larger development to respond uniquely to the site and the surrounding conditions.

Despite this division into subzones, the intention of the development is to maintain consistency among the various subzones, the subsequent phases, and the different developers so that the singular character of the place is recognizable as unique.

**MU-C(1)** is comprised of the frontage along Lakeside Parkway between FM 2499 and the first traffic circle, where all of the mixed-use buildings line the streets. It is the intention of the development to use the profile of the existing parkway to provide on-street parking for the shops, offices and residents lining the street. These buildings will vary somewhat in height from one to four stories, depending on the location, distribution of parking, and prevailing traffic flows. The upper stories would house apartments, lofts, or offices. The architecture would be consistent with small-town downtowns.

**MU-C(2)** is comprised of the major natural drainage area. This area will contain the detention/retention areas required by the project and landscaping consistent with the aesthetics of the project.

**MU-C(3)** plans for a pair of high rise office towers bracketing a ravine and green space. Parking may need to be structured on this site to meet the demand for an office of that size.

**MU-C(4)** is comprised of the frontage along Lakeside Parkway between the first and second traffic circles. These buildings are constructed to be consistent with the mixed use buildings, but the occupancy permit residential uses to enliven the streetscape.

**MU-N(1)** is predominantly higher density residential with significant frontage on a park to the south. A linear greenspace weaves through the center of this zone and the project's hike and bike trail follows that green space.

**MU-TNG** anticipates a highly walk-able residential community comprised of small blocks, sidewalks with

street trees, and several pocket parks, including locations adjacent to the Corps property with views of the lake. The pocket parks could also act as a trailhead to the CORPS property if permitted by the CORPS and would be open and available to the public. The largest lots would be located where the views to the water would be the most advantageous.

**MU-TEN** is the south peninsula, with close proximity to the Grapevine Lake and Rockledge Park. It is the intention of the development to capture the extraordinary character of the site and create a village that takes advantage of the landscape and the elevated topography. The Village includes restaurants with terraces overlooking the lake, public parks, shops, offices, an hotel and upper story living within the development. A small amphitheater would fit comfortably into the natural setting for weddings or gatherings looking for a dramatic setting.

**MU-TMR(1)** encompasses the intersection of FM 2499 and Lakeside Parkway as the entrance to the project. It offers an opportunity to provide great retail and commercial space while establishing the entrance to the project with multi-story buildings on the corners. The upper stories of the buildings may house residential or office occupancies. Tucked between these initial buildings are small public plazas. There is also room for a larger retail anchor visible from 2499.

**MU-TMR(2)** is located across FM 2499 from the major entrance to the project, and MU-MR (1). It is appropriate that this site be exclusively commercial, since pedestrian connectivity to the site may slightly longer across the arterial than is comfortable.

There are ample opportunities for making great places among these nine zones. A network of trails ties these zones together through a string of pocket parks and open spaces. Where the trail runs along the western boundary of the property, it is intended to have the character of an elevated trail overlooking the views of the water.

**MU-TMR(3)** comprises the commercial 13.2 acre subzone within a 21-acre mixed-use tract at the northeast end of the Lakeside DFW development district east of FM 2499 between Lakeside Parkway and Spinks Road known as **Lakeside East**. The Subzone consists of office, retail, restaurants, and hotel occupancy arrayed along a pedestrian oriented drive.

**MU-N(2)** comprises the 7.9 acre residential portion of the 21-acre **Lakeside East** neighborhood, including urban residential units with limited neighborhood commercial occupancy.

## SECTION 3: DEFINITION OF CHARACTER ZONES

This array of development opportunities allows the development team to initiate development at the most promising areas. The actual sequence of development will follow the dictates of the market.

Each of the subzones contains its own set of development regulations embedded in Table 3.1, the Table of Permitted Uses, in Table 3.2, the table of Development Standards, and in the subzone rules on the following pages.

### **Administrative Provisions:**

**Discrepancies:** In the case of a discrepancy between this Development Code and the existing Mixed Use Ordinance 62-08, the LDR's, or the SmartGrowth requirements, this Development Code shall govern.

**Planning Director:** The planning director may approve minor changes or variations to the plan at the time of the Site Plan application, or of Preliminary Platting.

**Permitted Changes:** The following criteria shall allow the planning Director to approve non-material changes at the time of preliminary plat application or Site Plan application.

1. **Streets:** streets may be realigned up to 200 feet from the location indicated in the regulating plan and or street plan.
2. **Street Profile:** the profile or cross section of the street may be adjusted by adjusting size and location of medians, sidewalks, changing landscaping or furnishings if, in the opinion of the Planning director, the changes benefit the project and the public interest.
3. **Subzones:** Subzones may be increased or reduced in size provide the final areas remain within 10% of the maximums and minimums identified in table 3.2.

4. **Setbacks:** Setbacks or Build-to-lines may be adjusted up to 20% provided the relationship of the building to the sidewalk is maintained or improved.
5. **Open Space:** Open spaces may be relocated within the development from one subzone to another provided the total open space area is not reduced, the required standards in Table 5.1 and Section 5 apply, and provided the required adjacencies are maintained.

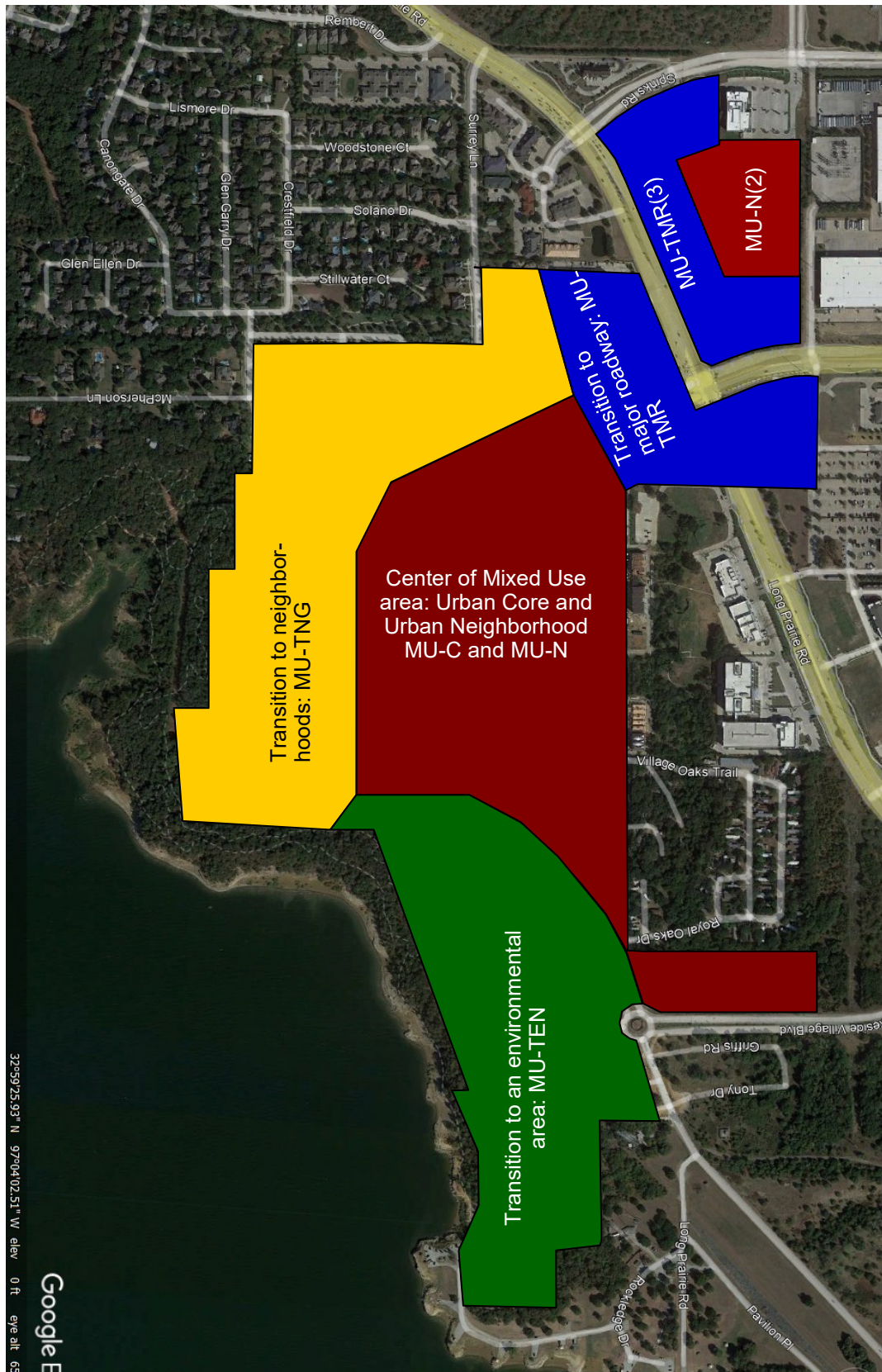
### **Private Deed Restrictions:**

Concurrent with the Plat Application, or earlier, the Applicant will submit to the Town Planning Department a copy of proposed deed restrictions applicable to the development district. Deed restrictions shall conform to the standards established in this Development Code and where a conflict exists between the proposed deed restrictions and this Development Code, then this Development Code shall govern. The deed restrictions will, at a minimum, address the following issues:

1. Establish design guidelines for residential and commercial buildings that conform to and compliment the Mixed Use Ordinance requirements.
2. Establish design guidelines for landscaping and open space that conform to and compliment the Mixed Use Ordinance requirements.
3. Establish a review and approval process for planned improvements
4. Establish, in conjunction with the Town, an appropriately constituted body empowered to facilitate the mercantile and social activity within the public rights-of-way.
5. Establish an association of Property Owners to maintain all common assets and property within the development district.

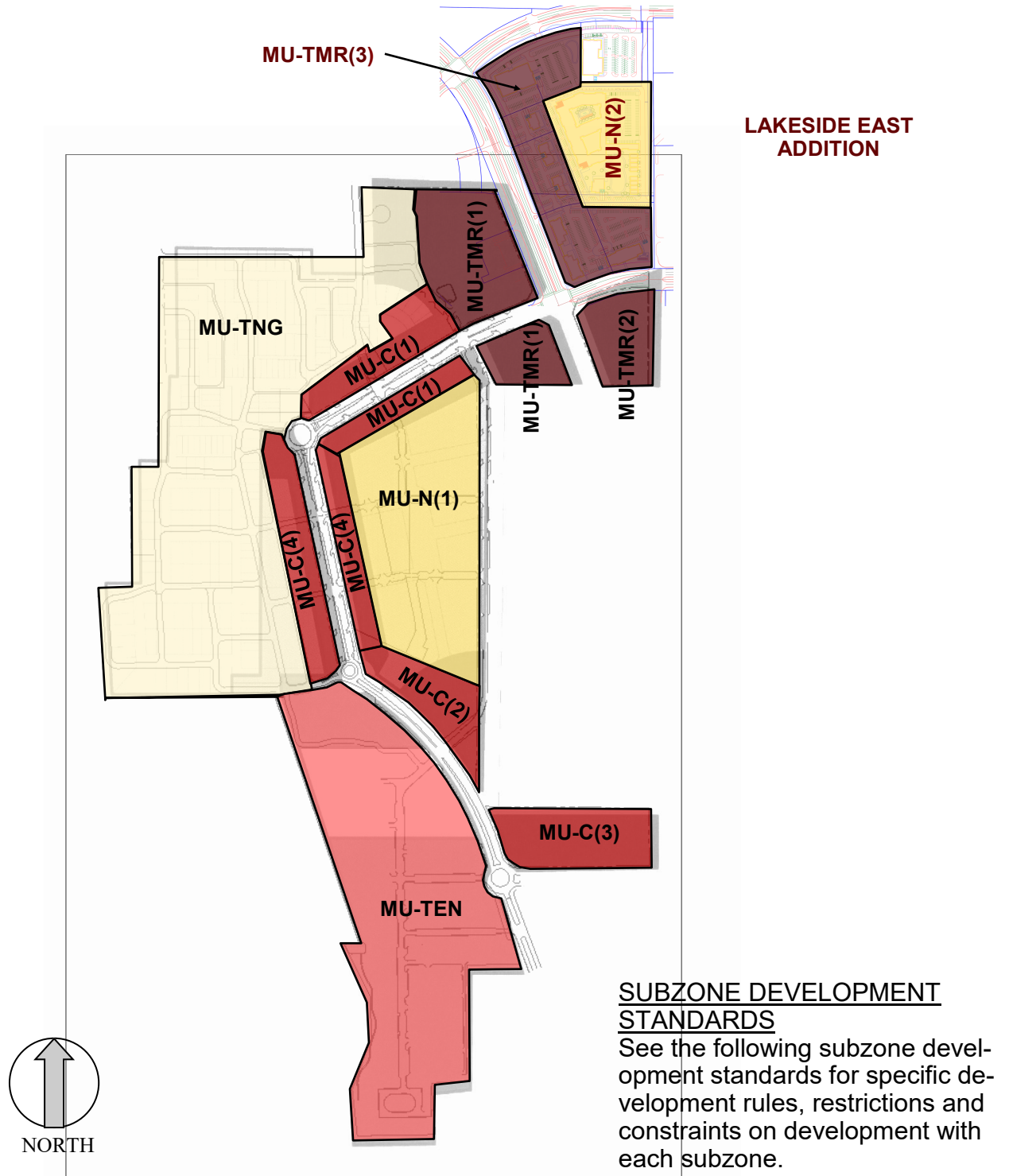
The Town's review of the proposed deed restrictions is limited to assurance that they conform to the performance standards specifically established herein, not to impose new design requirements.

**GENERAL RATIONALE OF CHARACTER ZONES**





## CONCEPT PLAN AND REGULATING PLAN



**TABLE 3.1: PERMITTED USES**

Permitted Land Use categories in Table 3.1 relate to Land Use areas which are listed in Table 3.2 with associated maximum values for residential units and commercial square footage. The areas for each subzone is not an engineered boundary and is approximate so that each zone has flexibility in establishing the final boundary during the site plan and platting process. The allowable minimum and maximum areas for each Subzone is listed in Table 3.2.

| Land Use Category                                                                                                                                                      | Use Status |         |          |          |         |        |            |            |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------|----------|----------|---------|--------|------------|------------|------------|
|                                                                                                                                                                        | MU-C (1)   | MU-C(2) | MU-C (3) | MU-C (4) | MU-N(1) | MU-TNG | MU-TEN     | MU-TMR (1) | MU-TMR (2) |
| <b>Commercial Uses (Office, Retail, and Service Uses)</b>                                                                                                              |            |         |          |          |         |        |            |            |            |
| Retail sales or service (excluded from this category are retail sales and services establishments geared towards the automobile, including gasoline service stations.) | P          | P       | P        | P        | P/C     | NP     | P          | P          | P          |
| Retail sales or service including establishments geared towards the automobile (including gas stations)                                                                | NP         | NP      | NP       | NP       | NP      | NP     | NP         | P/C        | P          |
| Finance, insurance, and real estate establishments including banks, credit unions, real estate, and property management services.                                      | P          | P       | P        | P        | P/C     | NP     | P          | P          | P          |
| Offices for business, professional, and technical uses such as accountants, architects, lawyers, doctors, etc.                                                         | P          | P       | P        | P        | P/C     | NP     | P          | P          | P          |
| Food service uses such as full-service restaurants, cafeterias, and snack bars                                                                                         | P          | P       | P        | P        | P/C     | NP     | P          | P          | P          |
| Accessory residential uses such as leasing office or fitness center                                                                                                    | P          | P       | NP       | P        | P       | NP     | P          | P          | NP         |
| <b>Residential Uses</b>                                                                                                                                                |            |         |          |          |         |        |            |            |            |
| Home occupations                                                                                                                                                       | NA         | NA      | NA       | NA       | A       | A      | A          | NA         | NA         |
| Live/work units                                                                                                                                                        | P/C        | P/C     | P/C      | P/C      | P       | P/C    | P          | NP         | NP         |
| Residential lofts (Upper Floor Residential) <b>NOTE 1</b>                                                                                                              | P          | P/C     | P/C      | P        | P       | NP     | P          | P          | NP         |
| Apartments/condos (Including Ground Floor Residential) <b>NOTE 1</b>                                                                                                   | NP         | NP      | NP       | P        | P       | NP     | P<br>NOTE2 | NP         | NP         |
| Single-family residential attached dwelling unit (Townhomes) <b>NOTE 1</b>                                                                                             | NP         | NP      | NP       | NP       | P       | P      | P          | NP         | NP         |
| Single-family residential detached dwelling unit                                                                                                                       | NP         | NP      | NP       | NP       | P/C     | P      | P          | NP         | NP         |

P = Permitted use

P/C = Permitted only where identified in subzone rules

NP = Use Not Permitted

SUP = Permitted with a Special Use Permit

A = Permitted as an accessory use

NA = Not Applicable

NOTE 1: Added clarifications of definitions in the MU Ordinance : **Apartments** are residential units that may occupy any floor of a building including the ground floor. **Lofts** are residential units that do not require commercial construction or compliance with commercial standards. Lofts may occupy any floor above the ground floor.

NOTE 2: Ground Floor residential occupancy in Subzone MU-TEN is limited to 50% of the ground floor in any individual building.

| <b>Table 3.1: PERMITTED USE TABLE</b>                                               |  | <b>Use Status</b> |         |          |          |         |        |        |            |            |
|-------------------------------------------------------------------------------------|--|-------------------|---------|----------|----------|---------|--------|--------|------------|------------|
| <b>Land Use Category</b>                                                            |  | MU-C (1)          | MU-C(2) | MU-C (3) | MU-C (4) | MU-N(1) | MU-TNG | MU-TEN | MU-TMR (1) | MU-TMR (2) |
| <b>Arts, Entertainment, and Recreation Uses</b>                                     |  |                   |         |          |          |         |        |        |            |            |
| Fitness, recreational sports, gym, or athletic club                                 |  | P                 | P       | P        | P        | P/C     | NP     | P      | P          | P          |
| Games arcade establishments                                                         |  | P                 | P       | P        | P        | NP      | NP     | P/C    | P          | P          |
| Theater, cinema, dance, or music establishment                                      |  | P                 | P       | P        | P        | NP      | NP     | P      | P          | P          |
| Museums and other special purpose recreational institutions                         |  | P                 | P       | P        | P        | NP      | NP     | P      | P          | P          |
| Parks, greens, plazas, squares, environmental preserves, and playgrounds            |  | P                 | P       | P        | P        | P       | P      | P      | P          | P          |
| Art, antique, furniture or electronic studio (retail, repair, or fabrication)       |  | P                 | P       | P        | P        | P/C     | NP     | P      | P          | P          |
| <b>Educational, Public Administration, Health Care and Other Institutional Uses</b> |  |                   |         |          |          |         |        |        |            |            |
| Business associations and professional organizations                                |  | P                 | P       | P        | P        | NP      | NP     | P      | P          | P          |
| Child day care and preschools                                                       |  | P                 | P       | P        | P        | P/C     | NP     | P/C    | P          | P          |
| Schools, libraries, and community halls                                             |  | P                 | P       | P        | P        | P/C     | NP     | P      | P          | P          |
| Universities and colleges                                                           |  | P/C               | P/C     | P/C      | P/C      | NP      | NP     | P/C    | P          | P          |
| Hospitals                                                                           |  | P                 | P       | P        | P        | NP      | NP     | NP     | P          | P          |
| Civic uses                                                                          |  | P                 | P       | P        | P        | P/C     | NP     | P      | P          | P          |
| Social and fraternal organizations                                                  |  | P                 | P       | P        | P        | P/C     | NP     | P      | P          | P          |
| Public safety facilities                                                            |  | P                 | P       | P        | P        | P/C     | NP     | P      | P          | P          |
| Religious institutions                                                              |  | P                 | P       | P        | P        | P/C     | NP     | P      | P          | P          |

P = Permitted use

P/C = Permitted only where identified in subzone rules

NP = Use Not Permitted

SUP = Permitted with a Special Use Permit

A = Permitted as an accessory use

NA = Not Applicable

NOTE 1: Added clarifications of definitions in the MU Ordinance : **Apartments** are residential units that may occupy any floor of a building including the ground floor. **Lofts** are residential units that do not require commercial construction or compliance with commercial standards. Lofts may occupy any floor above the ground floor.

NOTE 2: Ground Floor residential occupancy in Subzone MU-TEN is limited to 50% of the ground floor in any individual building.

| <b>Table 3.1: PERMITTED USE TABLE</b>                                                                               |  | <b>Use Status</b> |         |          |          |         |        |                |            |            |
|---------------------------------------------------------------------------------------------------------------------|--|-------------------|---------|----------|----------|---------|--------|----------------|------------|------------|
| <b>Land Use Category</b>                                                                                            |  | MU-C (1)          | MU-C(2) | MU-C (3) | MU-C (4) | MU-N(1) | MU-TNG | MU-TEN         | MU-TMR (1) | MU-TMR (2) |
| <b>Other Uses</b>                                                                                                   |  |                   |         |          |          |         |        |                |            |            |
| Model homes, attached and detached, for sales and promotion                                                         |  | P/C               | P/C     | P/C      | P/C      | P       | P      | P              | P/C        | P/C        |
| Temporary Sales Trailer                                                                                             |  | NP                | NP      | NP       | NP       | NP      | NP     | P <sup>3</sup> | NP         | NP         |
| Full-service Hotels                                                                                                 |  | P                 | P       | P        | P        | NP      | NP     | P              | P          | P          |
| Outdoor temporary removable displays and sales for fairs, festivals and other special events held in outdoor spaces |  | SUP               | SUP     | SUP      | SUP      | NP      | NP     | P              | SUP        | SUP        |
| Outdoor vendor sales                                                                                                |  | P                 | P       | P        | P        | NP      | NP     | P              | NP         | NP         |
| Parking, surface                                                                                                    |  | P                 | P       | P        | P        | P       | A      | P              | P          | P          |
| Parking, structured                                                                                                 |  | P                 | P       | P        | P        | P       | NP     | P              | P          | P          |
| Sales from kiosks                                                                                                   |  | P                 | P       | P        | P        | NP      | NP     | P              | P/C        | P/C        |
| Any permitted use with a drive through facility                                                                     |  | NP                | NP      | P        | NP       | NP      | NP     | NP             | P          | P          |
| Veterinary clinic (no outdoor facilities for overnight storage of animals)                                          |  | SUP               | SUP     | P        | SUP      | NP      | NP     | P              | P          | P          |
| Information centers                                                                                                 |  | P                 | P       | P        | P        | P       | NP     | P              | P          | P          |

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NOTE 1: Added clarifications of definitions in the MU Ordinance : **Apartments** are residential units that may occupy any floor of a building including the ground floor. **Lofts** are residential units that do not require commercial construction or compliance with commercial standards. Lofts may occupy any floor above the ground floor.

NOTE 2: Ground Floor residential occupancy in Subzone MU-TEN is limited to 50% of the ground floor in any individual building.

NOTE 3, TEMPORARY SALES TRAILER: 1) Permitted time: 12 months from issuance of permit for the trailer. One 18 month extension request may be approved administratively by the Town's Executive Director of Development services upon issuance of a building permit for the Condo Tower. 2) Size: Not to exceed 12' x 56' long. 3) Set-back: Minimum 5' from property line. 4) Access: Temporary 3' wide sidewalk from curb. 5) Parking: Street parking on Edgemere Rd. 6) Exterior: a)) Skirted to conceal undercarriage b)) ADA compliant ramp c)) Landscaped with outdoor planters and flower pots.



**TABLE 3.1: PERMITTED USES**

Permitted Land Use categories in Table 3.1 relate to Land Use areas which are listed in Table 3.2 with associated maximum values for residential units and commercial square footage. The areas for each subzone is not an engineered boundary and is approximate so that each zone has flexibility in establishing the final boundary during the site plan and platting process. The allowable minimum and maximum areas for each Subzone is listed in Table 3.2.

| Land Use Category                                                                                                                                                      | Use Status |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|                                                                                                                                                                        | MU-N(2)    | MU-TMR (3) |
| <b>Commercial Uses (Office, Retail, and Service Uses)</b>                                                                                                              |            |            |
| Retail sales or service (excluded from this category are retail sales and services establishments geared towards the automobile, including gasoline service stations.) | P/C        | P          |
| Retail sales or service including establishments geared towards the automobile (including gas stations)                                                                | NP         | NP         |
| Finance, insurance, and real estate establishments including banks, credit unions, real estate, and property management services.                                      | P/C        | P          |
| Offices for business, professional, and technical uses such as accountants, architects, lawyers, doctors, etc.                                                         | P/C        | P          |
| Food service uses such as full-service restaurants, cafeterias, and snack bars                                                                                         | P/C        | P          |
| Accessory residential uses such as leasing office or fitness center                                                                                                    | P          | NP         |
| <b>Residential Uses</b>                                                                                                                                                |            |            |
| Home occupations                                                                                                                                                       | A          | NA         |
| Live/work units                                                                                                                                                        | P          | NP         |
| Residential lofts (Upper Floor Residential) <b>NOTE 1</b>                                                                                                              | P          | NP         |
| Apartments/condos (Including Ground Floor Residential) <b>NOTE 1</b>                                                                                                   | P          | NP         |
| Single-family residential attached dwelling unit (Townhomes) <b>NOTE 1</b>                                                                                             | P          | NP         |
| Single-family residential detached dwelling unit                                                                                                                       | P/C        | NP         |
| <b>Arts, Entertainment, and Recreation Uses</b>                                                                                                                        |            |            |
| Fitness, recreational sports, gym, or athletic club                                                                                                                    | P/C        | P          |
| Games arcade establishments                                                                                                                                            | NP         | P          |
| Theater, cinema, dance, or music establishment                                                                                                                         | NP         | P          |
| Museums and other special purpose recreational institutions                                                                                                            | NP         | P          |
| Parks, greens, plazas, squares, environmental preserves, and playgrounds                                                                                               | P          | P          |
| Art, antique, furniture or electronic studio (retail, repair, or fabrication)                                                                                          | P/C        | P          |

P = Permitted use

P/C = Permitted only where identified in subzone rules

NP = Use Not Permitted

SUP = Permitted with a Special Use Permit

A = Permitted as an accessory use

NA = Not Applicable

| <b>Table 3.1: PERMITTED USE TABLE</b>                                                                               |  | <b>Use Status</b> |            |
|---------------------------------------------------------------------------------------------------------------------|--|-------------------|------------|
| <b>Land Use Category</b>                                                                                            |  | MU-N(2)           | MU-TMR (3) |
| <b>Educational, Public Administration, Health Care and Other Institutional Uses</b>                                 |  |                   |            |
| Business associations and professional organizations                                                                |  | NP                | P          |
| Child day care and preschools                                                                                       |  | P/C               | P          |
| Schools, libraries, and community halls                                                                             |  | P/C               | P          |
| Universities and colleges                                                                                           |  | NP                | P          |
| Hospitals                                                                                                           |  | NP                | P          |
| Civic uses                                                                                                          |  | P/C               | P          |
| Social and fraternal organizations                                                                                  |  | P/C               | P          |
| Public safety facilities                                                                                            |  | P/C               | P          |
| Religious institutions                                                                                              |  | P/C               | P          |
| <b>Other Uses</b>                                                                                                   |  |                   |            |
| Model homes, attached and detached, for sales and promotion                                                         |  | P                 | P/C        |
| Full-service Hotels                                                                                                 |  | NP                | P (NOTE 3) |
| Outdoor temporary removable displays and sales for fairs, festivals and other special events held in outdoor spaces |  | NP                | SUP        |
| Outdoor vendor sales                                                                                                |  | NP                | NP         |
| Parking, surface                                                                                                    |  | P                 | P          |
| Parking, structured                                                                                                 |  | P                 | P          |
| Sales from kiosks                                                                                                   |  | NP                | P/C        |
| Any permitted use with a drive through facility (NOTE 5)                                                            |  | NP                | SUP        |
| Veterinary clinic (no outdoor facilities for overnight storage of animals) (NOTE 4)                                 |  | NP                | SUP        |
| Information centers                                                                                                 |  | P                 | P          |

NOTE 3: In Subzone MU-TMR(3), Full Service Hotels shall be defined by required standards. The required standards are as follows:

1. Minimum guestroom size shall be 250 square feet.
2. On-site staff are required 24 hours/day and 7 days/week.
3. A Porte Cochere is a required entry feature.
4. A Swimming pool is required.
5. If the pool is outdoors, a shaded area 150 sf minimum is required.

6. Minimum 500 SF exercise facility
7. Minimum 800 SF meeting room
8. Dining area 750 SF min
9. Furnished lobby or lounge area

NOTE 4: Must comply with Section 98-998 of the code of ordinances, as amended.

NOTE 5: Must comply with Section 82-82 Town's queuing requirements, as amended.

**TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE**

|  | MU-C (1) | MU-C(2) | MU-C (3) | MU-C (4) | MU-N (1) | MU-TNG | MU-TEN | MU-TMR (1) | MU-TMR (2) |
|--|----------|---------|----------|----------|----------|--------|--------|------------|------------|
|--|----------|---------|----------|----------|----------|--------|--------|------------|------------|

**SECTION 3: Character Zones**

|                                     |            |            |            |            |             |             |             |             |            |
|-------------------------------------|------------|------------|------------|------------|-------------|-------------|-------------|-------------|------------|
| <b>Area: Concept Plan (acres)</b>   | <b>7.2</b> | <b>4.8</b> | <b>5.7</b> | <b>8.1</b> | <b>20.5</b> | <b>57.7</b> | <b>38.5</b> | <b>11.5</b> | <b>4.5</b> |
| <b>Minimum Area</b>                 | <b>7</b>   | <b>4</b>   | <b>5</b>   | <b>8</b>   | <b>20</b>   | <b>35</b>   | <b>38.5</b> | <b>11</b>   | <b>4</b>   |
| <b>Maximum Area</b>                 | <b>12</b>  | <b>6</b>   | <b>6</b>   | <b>12</b>  | <b>23</b>   | <b>59</b>   | <b>38.5</b> | <b>17</b>   | <b>5</b>   |
| <b>Maximum Residential Units</b>    | <b>230</b> | <b>0</b>   | <b>0</b>   | <b>354</b> | <b>459</b>  | <b>258</b>  | <b>929*</b> | <b>48</b>   | <b>0</b>   |
| <b>Maximum Commercial SF x 1000</b> | <b>180</b> | <b>8.4</b> | <b>125</b> | <b>180</b> | <b>8</b>    | <b>0</b>    | <b>270</b>  | <b>85</b>   | <b>34</b>  |
| <b>Estimated Hotel Rooms</b>        |            |            | <b>135</b> |            |             |             | <b>175</b>  |             |            |

\*929 RU'S INCLUDES THE 54 RU'S IN LAKESIDE TOWER

**Lot and Block Standards**

SEE SECTION 3: CHARACTER ZONE STANDARDS FOR ADDITIONAL INFORMATION ON SITE DEVELOPMENT STANDARDS

|                              |         |    |         |         |          |         |         |         |         |
|------------------------------|---------|----|---------|---------|----------|---------|---------|---------|---------|
| <b>Block Type (Note 4)</b>   | Regular | NA | NA      | Regular | Regular  | Regular | Regular | Regular | NA      |
| <b>Block Face Dimensions</b> |         |    |         |         |          |         |         |         |         |
| <b>Minimum</b>               | 200'    | NA | 200'    | 200'    | 200'     | 200'    | 170'    | 200'    | NA      |
| <b>Maximum (Note 5)</b>      | 600'    | NA | 750     | 600'    | 600'     | 750     | 1200'   | 600'    | NA      |
| <b>Lot Dimensions</b>        |         |    |         |         |          |         |         |         |         |
| <b>Minimum Lot Area</b>      | 2000 SF | NA | 2000 SF | 2000 SF | 10000 SF | 2400 SF | 2400 SF | 2000 SF | 1 BLOCK |
| <b>Minimum Lot Width</b>     | 20'     | NA | 100'    | 20'     | 100'     | 30'     | 30'     | 20'     | NA      |
| <b>Minimum Lot Depth</b>     | 80'     | NA | 100'    | 80'     | 100'     | 80'     | 80'     | 80'     | NA      |
| <b>Maximum Lot Coverage</b>  | 100%    | NA | 90%     | 100%    | 100%     | 90%     | 100%    | 100%    | 90%     |

**SECTION 4: Street Standards**

SEE SECTION 4: THOROUGHFARE STANDARDS FOR TYPICAL STREET SECTIONS

|                               |          |          |          |          |               |              |                   |          |          |
|-------------------------------|----------|----------|----------|----------|---------------|--------------|-------------------|----------|----------|
| <b>Design Speed</b>           | 25 mph   | 25 mph   | 25 mph   | 25 mph   | 25 mph        | 25 mph       | 25 mph            | 25 mph   | 25 mph   |
| <b>Street Types Allowed</b>   |          |          |          |          |               |              |                   |          |          |
| <b>MU BLVD</b>                | YES      |          | YES      | YES      | YES           |              | NA                | YES      |          |
| <b>MU Commercial</b>          | YES      | YES      | YES      | YES      | YES           |              | YES               | YES      |          |
| <b>MU Street 2</b>            |          |          |          |          |               |              | YES               |          |          |
| <b>MU Local 1</b>             | YES      | YES      | YES      | YES      | YES           | YES          | YES               | YES      |          |
| <b>MU Local 2</b>             | YES      | YES      | YES      | YES      | YES           | YES          | YES               | YES      |          |
| <b>MU Local 3</b>             |          | YES      |          |          | YES           | YES          | YES               |          |          |
| <b>MU Commercial Alley</b>    | YES      | YES      | YES      | YES      | YES           |              | YES               | YES      | YES      |
| <b>MU Residential Alley 1</b> |          |          |          |          | YES           | YES          | YES               |          |          |
| <b>MU Residential Alley 2</b> |          |          |          |          | YES           | YES          | YES               |          |          |
| <b>Turning Radii (Note 2)</b> | 15', 25' | 15', 25' | 15', 25' | 15', 25' | 10', 15', 25' | 5', 10', 15' | 5', 10', 15', 25' | 15', 25' | 15', 25' |

**TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE**

|                              | MU-C (1)                                                                                              | MU-C(2) | MU-C (3) | MU-C (4) | MU-N(1) | MU-TNG                | MU-TEN  | MU-TMR (1) | MU-TMR (2) |
|------------------------------|-------------------------------------------------------------------------------------------------------|---------|----------|----------|---------|-----------------------|---------|------------|------------|
| <b>Alleys</b>                |                                                                                                       |         |          |          |         |                       |         |            |            |
| Commercial Minimum Width     | 20'                                                                                                   | 20'     | 20'      | 20'      | 20'     | NA                    | 20'     | 20'        | 20'        |
| Residential Minimum Width    | NA                                                                                                    | NA      | NA       | NA       | NA      | 12'                   | 12'     | NA         | NA         |
| Commercial Fire Lane         |                                                                                                       |         |          |          |         |                       | 26'     |            |            |
| <b>Streetscape Standards</b> |                                                                                                       |         |          |          |         |                       |         |            |            |
| Sidewalks, Trails, Walkways  |                                                                                                       |         |          |          |         |                       |         |            |            |
| Minimum Width                | See Section 4: Thoroughfare Standards for minimum sidewalk widths. See Section 5: for Trail Standards |         |          |          |         |                       |         |            |            |
| Maximum Width                | 18'                                                                                                   | 12'     | 18'      | 18'      | 12'     | 12'                   | 18'     | 18'        | 18'        |
| <b>Parkway /Planter</b>      |                                                                                                       |         |          |          |         |                       |         |            |            |
| Continuous - Min width       | 4.5'                                                                                                  | NA      | 6'       | 4.5'     | 6'      | 6'                    | 4.5     | 4.5'       | 4.5'       |
| Tree Well - Min width        | 4.5'                                                                                                  | NA      | 4.5'     | 4.5'     | 4.5'    | 4.5'                  | 4.5     | 4.5'       | 4.5'       |
| <b>Street Trees</b>          |                                                                                                       |         |          |          |         |                       |         |            |            |
| Maximum Spacing              | 40'                                                                                                   | NA      | 40'      | 40'      | 40'     | 40'<br><b>Note 10</b> | 40'     | 40'        | 40'        |
| Preferred Pattern (Note 6)   | Matched                                                                                               | NA      | Matched  | Matched  | Matched | Matched               | Matched | Matched    | Matched    |
| Species                      | Tree species to be selected from the list of Town approved tree species                               |         |          |          |         |                       |         |            |            |

**SECTION 5: Open/Civic Space Standards**

|                      |                                                           |
|----------------------|-----------------------------------------------------------|
| Open Space (Note 3)  | SEE SECTION 5: CIVIC / OPEN SPACE AND LANDSCAPE STANDARDS |
| Civic Space (Note 3) | SEE SECTION 5: CIVIC / OPEN SPACE AND LANDSCAPE STANDARDS |

**SECTION 6: Parking Standards**

|                                             |           |           |           |           |           |           |           |           |           |
|---------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>On-street Parking (Excluding alleys)</b> |           |           |           |           |           |           |           |           |           |
| Parallel                                    | Permitted | Permitted | Permitted | Permitted | Permitted | Permitted | Permitted | Permitted | Permitted |
| Angled                                      | Permitted | Permitted | Permitted | Permitted | Permitted | No        | Permitted | Permitted | Permitted |
| <b>Parking Lane Width</b>                   |           |           |           |           |           |           |           |           |           |
| Parallel                                    | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         |
| Angled                                      | 18        | 18        | 18        | 18        | 18        | NA        | 18        | 18        | 18        |

**TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE**

|                                          | MU-C (1)                                                                                                   | MU-C(2) | MU-C (3) | MU-C (4) | MU-N(1) | MU-TNG | MU-TEN | MU-TMR (1) | MU-TMR (2) |
|------------------------------------------|------------------------------------------------------------------------------------------------------------|---------|----------|----------|---------|--------|--------|------------|------------|
| Off-Street Parking                       |                                                                                                            |         |          |          |         |        |        |            |            |
| Mandatory cross-access easement required | yes                                                                                                        | no      | no       | yes      | no      | no     | yes    | yes        | yes        |
| Min Parking Stall                        | 9 x 18                                                                                                     | 9 x 18  | 9 x 18   | 9 x 18   | 9 x 18  | 9 x 18 | 9 x 18 | 9 x 18     | 9 x 18     |
| Drive Aisle width                        | See Parking Standards, Section 6                                                                           |         |          |          |         |        |        |            |            |
| Maximum Street Frontage per block face   | 25% of Frontage on Type A streets and 50% of Frontage on Type B streets. No parking lots at block corners  |         |          |          |         |        |        |            |            |
| Off Street Loading                       | Shall comply with Section 82-83 of the Town LDR                                                            |         |          |          |         |        |        |            |            |
| Screening                                | Shall comply with Division 3 Article V of the Town LDR Land Development Regulations, and Section 5 herein. |         |          |          |         |        |        |            |            |
| Landscaping                              | Shall comply with Division 2 Article V of the Town LDR                                                     |         |          |          |         |        |        |            |            |
| Lighting                                 | Shall comply with Section 82-275 of the Town LDR                                                           |         |          |          |         |        |        |            |            |

**SECTION 7: Building Standards**

**Ground Floor Requirements**

|                                                 |                 |                 |                 |                |                |                     |                   |                 |                 |
|-------------------------------------------------|-----------------|-----------------|-----------------|----------------|----------------|---------------------|-------------------|-----------------|-----------------|
| Built to commercial standards:<br>See Section 7 | Req'd           | Req'd           | Req'd           | Req'd          | Not Req'd      | Prohib-<br>ited     | NOTE<br>11        | Re-<br>quired   | Re-<br>quired   |
| Residential occupancy on ground floor           | Prohib-<br>ited | Prohib-<br>ited | Prohib-<br>ited | Permit-<br>ted | Permit-<br>ted | Permit-<br>ted      | NOTE<br>12        | Prohib-<br>ited | Prohib-<br>ited |
| Building Height                                 |                 |                 |                 |                |                |                     |                   |                 |                 |
| Minimum Height—Stories                          | NOTE 7          | 0               | 1               | NOTE 7         | 1              | 1                   | NOTE<br>14        | NOTE 7          | 1               |
| Maximum Height—Stories                          | 4               | 1               | 25              | 4              | 4              | 3                   | 25<br>NOTE 15     | 4               | 4               |
| Set Backs                                       |                 |                 |                 |                |                |                     |                   |                 |                 |
| Front - Min                                     | 0'              | 0'              | 0'              | 0'             | 0'             | See<br>Section<br>3 | 0'                | 0'              | 0'              |
| Front - Max                                     | 5'<br>NOTE 8    | 5'<br>NOTE 8    | NOTE 9          | 5'<br>NOTE 8   | 15'            | See<br>Section<br>3 | 25'<br>NOTE<br>13 | NOTE 9          | NOTE 9          |
| Side                                            | 0'              | 10'             | 0'              | 0'             | 0'             | See<br>Section<br>3 | 0'                | 0'              | 0'              |
| Side/Corner                                     | 0'              | 10'             | 0'              | 0'             | 0'             | match<br>adj        | 0'                | 0'              | 0'              |
| Rear                                            | 5'              | 10'             | 5'              | 5'             | 5'             | 5'<br>(Note1)       | 0'                | 5'              | 5'              |

**TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE**

|                      | MU-C (1)  | MU-C(2) | MU-C (3)  | MU-C (4)  | MU-N(1)   | MU-TNG    | MU-TEN           | MU-TMR (1) | MU-TMR (2) |
|----------------------|-----------|---------|-----------|-----------|-----------|-----------|------------------|------------|------------|
| Building Orientation | to Street |         | to Street | to Street | to Street | to Street | to Lake & Street | to Street  | to Street  |
| Accessory Buildings  |           |         |           |           |           |           |                  |            |            |
|                      |           |         |           |           |           |           |                  |            |            |

Note 1: Setback from the USACE property shall be 0' (zero feet).

Note 2: Turning radii shall be the smallest radius approved by the Public Works Department

Note 3: Civic/Open Spaces are assumed to be dedicated to a Property Owners' Association unless the Town requests Ownership.

Note 4: "Regular" as used in the MU Ordinance, implies a form as rectangular as practical within existing geographical constraints

Note 5: The maximum block dimension shall be measured as the continuous lot frontage, uninterrupted by streets or public open space.

Note 6: Matched Pattern for tree spacing means that the trees on one side of the street are matched on the other side of the street, symmetrical & same species.

Note 7: At least 70% of the completed building frontage on Lakeside Parkway must be at least 2 stories in height.

Note 8: Building front façade may exceed 5' from the Property line provided the additional space is used as a public plaza or other appropriate open space.

Note 9: The max Setback from FM 2499 or Silveron is not limited by this Code. Setbacks from Lakeside Parkway (west of FM 2499) must comply with MU-C(1) for front buildings.

Note 10: See Section 7 for street tree planting requirements for front-loaded lots

Note 11: Areas required to be built to commercial standards are identified in the Subzone standards

Note 12: Areas permitting residential occupancy on the ground floor are identified in the Subzone Standards.

Note 13: Restaurants and hotels may exceed the maximum 25' front setback. See Table 3.1.3 for front setback for single family detached lots.

Note 14: The minimum building height for commercial occupancy is one story. Except as exempted below, the minimum height for buildings that include apartments/condos is 5 habitable stories. Buildings exempt from the 5 story minimum include residential units used to screen parking structures, the townhomes referenced in Note 3 Figure 3.3, and buildings of 3 or fewer stories with commercial occupancy on the ground floor.

Note 15: See Section 3.1.G for additional limitations on building height.

**TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE**

|                                     | MU-N(2)    | MU-TMR (3)  |
|-------------------------------------|------------|-------------|
| <b>SECTION 3: Character Zones</b>   |            |             |
| <b>Area: Concept Plan (acres)</b>   | <b>7.9</b> | <b>13.2</b> |
| <b>Minimum Area</b>                 | <b>5</b>   | <b>12</b>   |
| <b>Maximum Area</b>                 | <b>9</b>   | <b>16</b>   |
| <b>Maximum Residential Units</b>    | <b>326</b> | <b>0</b>    |
| <b>Maximum Commercial SF x 1000</b> | <b>18</b>  | <b>250</b>  |
| <b>Estimated Hotel Rooms</b>        | <b>0</b>   | <b>180</b>  |

**Lot and Block Standards**

SEE SECTION 3: CHARACTER ZONE STANDARDS FOR  
ADDITIONAL INFORMATION ON SITE DEVELOPMENT  
STANDARDS

|                       |                |           |                |
|-----------------------|----------------|-----------|----------------|
| Block Type (Note 4)   | Regular        |           | Regular        |
| Block Face Dimensions |                |           |                |
| Minimum               | Not applicable |           | Not applicable |
| Maximum (Note 5)      | Not applicable |           | Not applicable |
| Lot Dimensions        | Multi-family   | Townhomes |                |
| Minimum Lot Area      | 10,000 SF      | 2,000 SF  | 5,000 SF       |
| Minimum Lot Width     | 100'           | 20'       | 60'            |
| Minimum Lot Depth     | 100'           | 80'       | 60'            |
| Maximum Lot Coverage  | 100%           | 100%      | 100%           |

**SECTION 4: Street Standards**

NOT APPLICABLE: THERE ARE NO PUBLIC STREETS

|                        |               |          |
|------------------------|---------------|----------|
| Design Speed           |               |          |
| Street Types Allowed   |               |          |
| MU BLVD                |               |          |
| MU Commercial          |               |          |
| MU Street 2            |               |          |
| MU Local 1             |               |          |
| MU Local 2             |               |          |
| MU Local 3             |               |          |
| MU Commercial Alley    |               |          |
| MU Residential Alley 1 |               |          |
| MU Residential Alley 2 |               |          |
| Turning Radii (Note 2) | 10,' 15', 25' | 15', 25' |

**TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE**

|                              | MU-N(2)                                                                                               | MU-TMR (3) |
|------------------------------|-------------------------------------------------------------------------------------------------------|------------|
| Alleys                       |                                                                                                       |            |
| Commercial Minimum Width     |                                                                                                       |            |
| Residential Minimum Width    |                                                                                                       |            |
| Commercial Fire Lane         |                                                                                                       |            |
| <b>Streetscape Standards</b> |                                                                                                       |            |
| Sidewalks, Trails, Walkways  |                                                                                                       |            |
| Minimum Width                | See Section 4: Thoroughfare Standards for minimum sidewalk widths. See Section 5: for Trail Standards |            |
| Maximum Width                |                                                                                                       |            |
| Parkway /Planter             |                                                                                                       |            |
| Continuous - Min width       |                                                                                                       |            |
| Tree Well - Min width        |                                                                                                       |            |
| Street Trees                 |                                                                                                       |            |
| Maximum Spacing              |                                                                                                       |            |
| Preferred Pattern (Note 6)   |                                                                                                       |            |
| Species                      | Tree species to be selected from the list of Town approved tree species                               |            |

**SECTION 5: Open/Civic Space Standards**

|                      |                                                           |
|----------------------|-----------------------------------------------------------|
| Open Space (Note 3)  | SEE SECTION 5: CIVIC / OPEN SPACE AND LANDSCAPE STANDARDS |
| Civic Space (Note 3) |                                                           |

**SECTION 6: Parking Standards** NOT APPLICABLE: THERE ARE NO PUBLIC STREETS

|                                      |  |  |
|--------------------------------------|--|--|
| On-street Parking (Excluding alleys) |  |  |
| Parallel                             |  |  |
| Angled                               |  |  |
| Parking Lane Width                   |  |  |
| Parallel                             |  |  |
| Angled                               |  |  |



**TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE**

|                                          | MU-N(2)                                                                                                    | MU-TMR (3) |
|------------------------------------------|------------------------------------------------------------------------------------------------------------|------------|
| Off-Street Parking                       |                                                                                                            |            |
| Mandatory cross-access easement required | yes                                                                                                        | yes        |
| Min Parking Stall                        | 9 x 18                                                                                                     | 9 x 18     |
| Drive Aisle width                        | 25% of Frontage on Type A streets and 50% of Frontage on Type B streets.                                   |            |
| Maximum Street Frontage per block face   |                                                                                                            |            |
| Off Street Loading                       | Shall comply with Section 82-83 of the Town LDR                                                            |            |
| Screening                                | Shall comply with Division 3 Article V of the Town LDR Land Development Regulations, and Section 5 herein. |            |
| Landscaping                              | Shall comply with Division 2 Article V of the Town LDR                                                     |            |
| Lighting                                 | Shall comply with Section 82-275 of the Town LDR                                                           |            |

**SECTION 7: Building Standards**

**Ground Floor Requirements**

|                                                         |                  |                                    |
|---------------------------------------------------------|------------------|------------------------------------|
| <b>Built to commercial standards:<br/>See Section 7</b> | <b>Not Req'd</b> | See Section 3.9 for Standards      |
|                                                         | <b>Permitted</b> | <b>Prohibited</b>                  |
| <b>Residential occupancy on ground floor</b>            |                  |                                    |
| Building Height                                         |                  |                                    |
| Minimum Height—Stories                                  | 1                | 1                                  |
| Maximum Height—Stories                                  | 4                | See Section 3.9.F for Bonus Height |
| Set Backs                                               |                  |                                    |
| Front - Min                                             | 0'               | 0'                                 |
| Front - Max                                             | See Section 3.9  |                                    |
| Side                                                    | 0'               | 0'                                 |
| Side/Corner                                             | 0'               | 0'                                 |
| Rear                                                    | 5'               | 5'                                 |

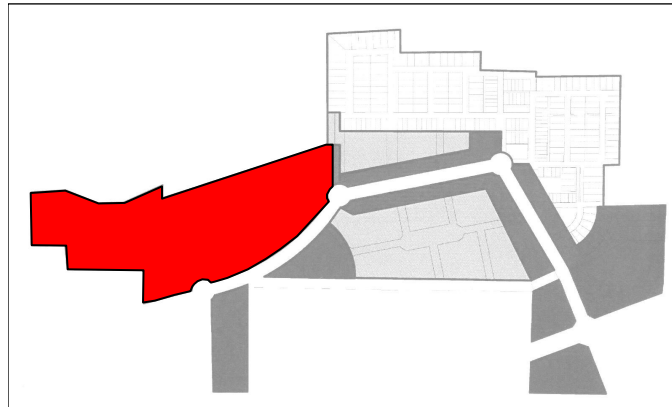
| TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE |                         |            |
|-----------------------------------------------------------|-------------------------|------------|
|                                                           | MU-N(2)                 | MU-TMR (3) |
| Building Orientation                                      | to Street or Open Space | to Street  |
| Accessory Buildings                                       |                         |            |
|                                                           |                         |            |

TABLE 3.3 BONUS HEIGHT PROVISIONS

| SUBZONES MU-C(3), MU-TEN |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BUILDING HEIGHTS         | The MU Ordinance allows taller building heights based upon compliance with a set of criteria. The Bonus Height was established and adopted with the passage of the Lakeside DFW Development Code in 2012, and allowed buildings up to 25 stories in height, based on that criteria. The criteria has not changed with the exception of the modification as described below.                                                                                                                                                                         |
| MODIFICATION             | The criteria requires a “step-back” of 12’ from the front building façade for all stories above the 5th floor. This provision was intended to alleviate the potential for the “canyon” appearance of tall buildings lining a pedestrian-oriented, human-scaled streetscape. Since the proposed buildings are generally oriented with the shortest façade fronting the street, the facades constitute a small portion of the Sunset Boulevard streetscape, so the pedestrian experience will not be crowded with imposing facades lining the street. |
| OTHER CRITERIA           | The additional criteria, including increased open space, distance to adjacent neighborhoods, integration of buildings and open spaces, remain in place.                                                                                                                                                                                                                                                                                                                                                                                             |

## SUBZONE STANDARDS

### **SECTION 3.1. SUBZONE PLAN MU-TEN**



#### A: MICROZONE (MZ) NARRATIVE

Subzone MU-TEN incorporates former Subzones MU-TEN(1), MU-TEN(2), plus an additional 9.0 acres between those subzones.

The Microzones within the Subzone define how portions of each subzone may develop and function. Where minimum commercial or maximum residential land area is required in a microzone, the rules apply to the ground floor or street level occupancy. Floors above the street level may include the same category of use or may differ from the required ground floor land use.

**MZ 1:** Area is estimated to be approximately 4.6 acres and shall contain a maximum of 50% of land area devoted to residential occupancy and associated parking; MZ 1 must contain the Community Lawn open space (OS 1). Structured parking is permitted below the Community Lawn open space.

**MZ 2:** Area is estimated to be approximately 3.7 acres including the traffic turnaround for Street I (Sunset Blvd). The MZ shall contain publicly accessible and commercially accessible open space (OS 2) fronting on the western boundary with Grapevine Lake. Structured parking shall be located primarily below street level. Occupancy is projected to be primarily restaurants; no residential occupancy is permitted.

**MZ 3:** Area is estimated to be approximately 1.0 acre. The open space is intended to function as an extension of the Community Lawn and includes the Sunset Green Amphitheater (OS 3). It will include an amphitheater with benched seating that follows the natural contours of the land and imposes minimal disturbance to the existing trees. The performance area is antici-

pated to be an intimate low-key venue, compatible with the natural setting. Seating capacity shall be determined by the natural features but shall not be less than 125 seats. Lighting and sound system equipment shall be optional. The trail shall connect to OS 2 and OS 4. The area allows up to a maximum of 7500 indoor square feet of commercial occupancy. Parking for any commercial use within MZ 3 must be accommodated below grade or outside MZ 3. No residential occupancy is permitted.

**MZ 4:** Area is estimated to be approximately 1.7 acres, and contains the existing Sunset Point Observation Plaza. The open space (OS 4) shall connect to the trail and extend to Street I and shall occupy the entire western boundary facing Lake Grapevine. Public open space within the area shall be a minimum of 15% of the land area.

**MZ 5:** Area is estimated to be approximately 13.6 acres, and includes the existing Lakeside Tower condominiums as well as the existing Trailhead and Boardwalk (OS 5a). The MZ shall also include a village plaza (OS 5b) and the Corner Park (OS5c). Residential occupancy is permitted but single family lots are limited by Table 3.1.1.

**MZ 6:** Estimated to be approximately 9.8 acres, the area shall include a linear park along the length of Street 13 (Lakeside Village Dr) & Street 14, and may also include private open space for the use of the residents of the single family homes within the Subzone. The south side of Street 13, and the east side of Street I, are required to have commercial occupancy on the ground floor.

**SUBZONE MU-TEN  
LAND USE REGULATIONS**

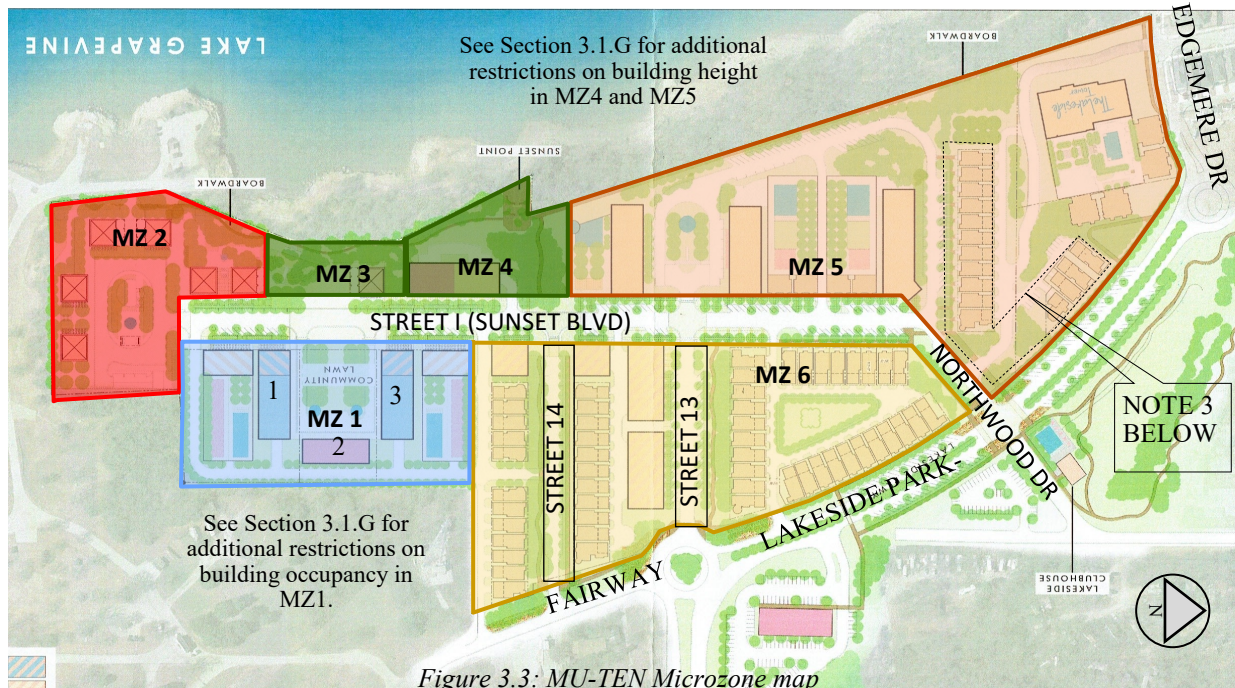


Figure 3.3: MU-TEN Microzone map

**GENERAL LAND USE**

TABLE 3.1.1: SUPPLEMENT TO TABLE 3.1 PERMITTED USE TABLE

SUBZONE MU-TEN PROJECTED, PERMITTED AND REQUIRED LAND USES BY MICROZONE

- √ PERMITTED  
● REQUIRED  
PROHIBITED

| MICROZONES                                               | MZ1    | MZ2 | MZ3 | MZ4    | MZ5        | MZ6    | TOTALS |
|----------------------------------------------------------|--------|-----|-----|--------|------------|--------|--------|
| APPROXIMATE SIZE                                         | 4.6    | 3.7 | 1.0 | 1.7    | 13.6       | 9.8    | 34.4   |
| COMMERCIAL                                               | ●      | √   | √   | √      | √          | ●      |        |
| RESTAURANT                                               | √      | ●   | √   | √      | √          | √      |        |
| HOTEL                                                    | √      |     |     | √      | √          | √      |        |
| LIVE / WORK UNITS                                        | √      |     |     |        | √          | √      |        |
| RESIDENTIAL LOFTS (UPPER FLOORS ONLY)                    | NOTE 4 |     |     | √      | NOTE 4     | NOTE 5 |        |
| APARTMENTS / CONDOS (INCLUDING GROUND FLOOR RESIDENTIAL) | NOTE 4 |     |     | NOTE 4 | NOTE 4     |        |        |
| SINGLE FAMILY RESIDENTIAL ATTACHED (TOWNHOMES)           |        |     |     |        | NOTE 3     |        |        |
| SINGLE FAMILY RESIDENTIAL DETACHED                       |        |     |     |        | NOTE 2     | √      |        |
| OPEN SPACE LABEL                                         | OS1    | OS2 | OS3 | OS4    | OS5a b c d | OS6    |        |

NOTE1: Street I area is approximately 4.1 acres with no specified land use making the total for the MU-TEN subzone a total of 38.5 acres.

NOTE 2: The maximum single-family detached platted lots is limited to 20 lots within this Micro-zone.

NOTE 3: If attached townhomes are proposed,, whether platted

individually or together, then they are limited to Edgemere, Lakeside Parkway and Sunset Blvd, and must be used as a buffer for structured parking, or where shown on Figure 3.3 above.

NOTE 4: Buildings are 5-story minimum height.

NOTE 5: Permitted South of Street 13 only.

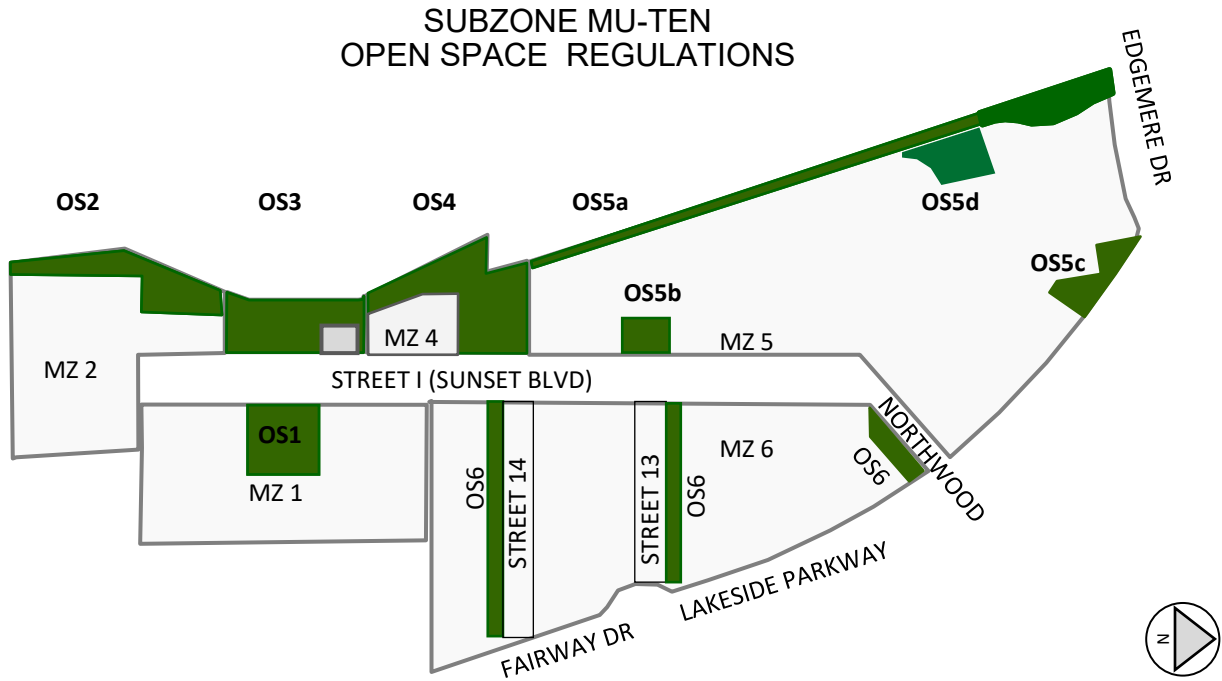


Figure 3.4: MU-TEN Public Open Space Map

TABLE 3.1.2 SUBZONE MU-TEN OPEN SPACE SUMMARY

| OPEN SPACE                                                                | TOTALS |     |      |      |      |      |      |      |     |
|---------------------------------------------------------------------------|--------|-----|------|------|------|------|------|------|-----|
| NAME / DESCRIPTION                                                        | OS1    | OS2 | OS3  | OS4  | OS5a | OS5b | OS5c | OS5d | OS6 |
| APPROXIMATE PERCENTAGE OF MICROZONE (MZ) DEVOTED TO PUBLIC OPEN SPACE     | 6%     | 8%  | 70%  | 15%  | 3%   | 1%   | 2%   | 3%   | 3%  |
| MINIMUM AREA (ACRES)                                                      | 0.3    | 0.3 | 0.7  | 0.3  | 1.2  | 0.2  | 0.3  | 0.5  | 0.3 |
| % OF WESTERN BOUNDARY OF MICROZONE DEVOTED TO PUBLIC TRAIL AND OPEN SPACE | NA     | 60% | 100% | 100% | 100% | NA   | NA   | 100% | NA  |
| TRAIL CONNECTION REQUIRED                                                 |        | YES | YES  | YES  | YES  |      |      | YES  | YES |

#### B: OPEN SPACE NARRATIVE

**OS-1:COMMUNITY LAWN:** This open space fronts on Street I overlooking the amphitheater across the street and provides views of the lake to the west.

**OS-2:WATERFRONT BLUFF:** This open space is adjacent to the parking structure and is intended to allow pedestrian access to the trail, the waterfront bluff, the parking structure, and the restaurants.

**OS-3:SUNSET GREEN AMPHITHEATER:** This open space provides pedestrian access to the trail, the amphitheater, and to unobstructed views of Grapevine Lake.

**OS-4:SUNSET POINT:** This open space includes the existing Sunset Point Observation Plaza and provides a public connection to Street I.

**OS-5a:BOARDWALK & TRAILHEAD:** This Open Space includes the existing Boardwalk and trailhead which is accessed from existing Edgemere Road.

**OS-5b:VILLAGE PLAZA:** This Open Space shall have public access and may occur anywhere within MZ 5 to provide a central open space within the micro-zone.

**OS-5c CORNER PARK:** This open space occupies the corner fronting the traffic circle at the Edgemere and



Lakeside Parkway.

OS-5d: TOWER PARK: This Open Space is situated adjacent to OS-5a, and adjacent to the Trailhead.

OS-6: LINEAR PARK: This Open Space is situated adjacent to the street ROW for Streets 13 & 14 and serves to buffer the frontage of the residential lots.

### SUBZONE MU-TEN COMMERCIAL STREETSCAPE REGULATIONS

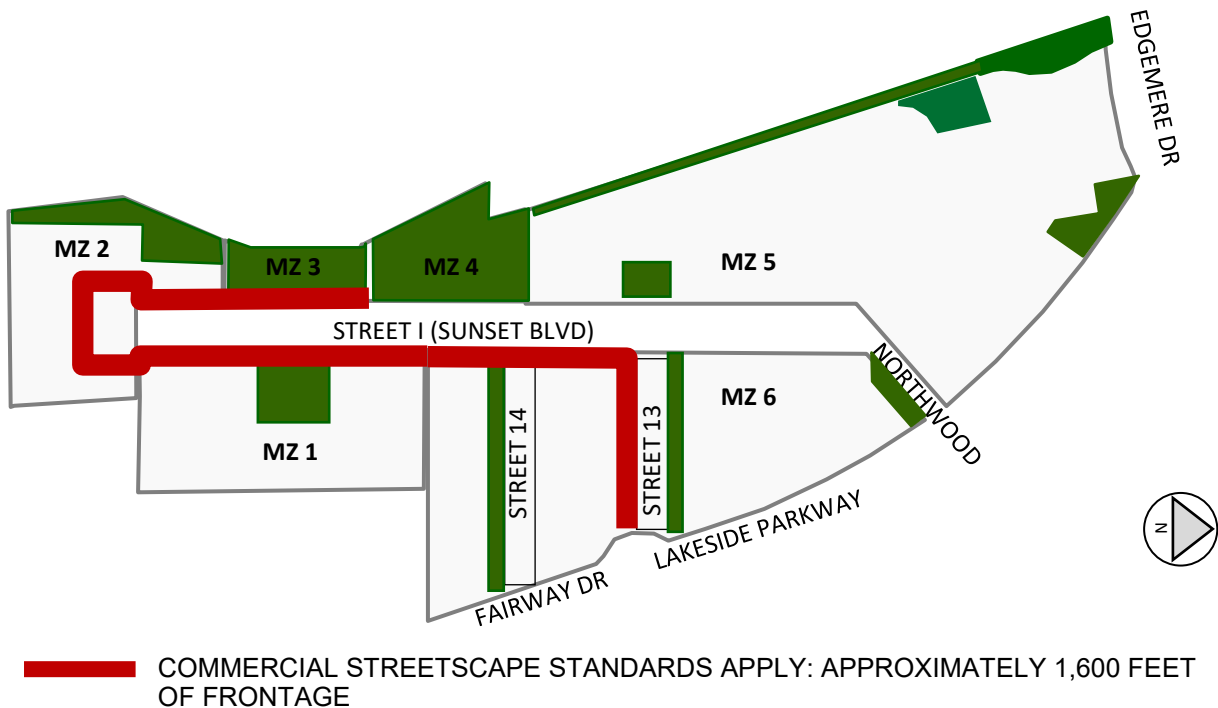


Figure 3.5: MU-TEN COMMERCIAL STREETSCAPE MAP

#### D: COMMERCIAL STREETSCAPE:

1. All buildings fronting Street I (Sunset Blvd.) in MZ 1, MZ 2, MZ 3, and the south side of Street 13 (Lakeside Village Drive) in MZ 6 must be constructed to commercial streetscape standards as described in Section 7 of this Code. Ground floor

occupancy fronting Street I within these Microzones is limited to commercial occupancy.

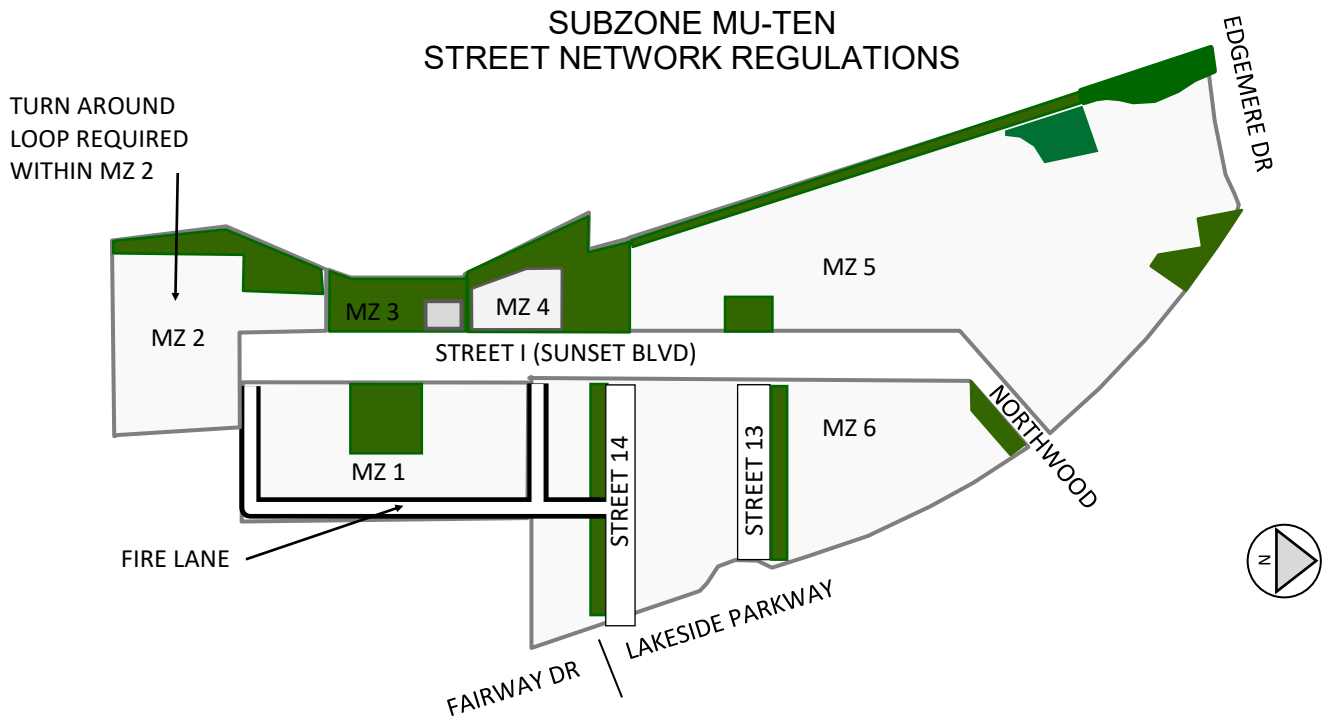
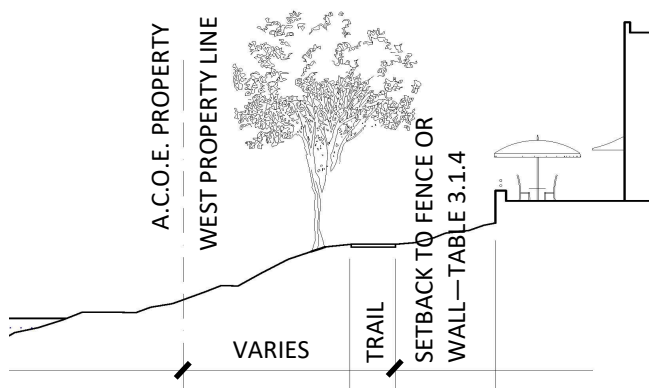


Figure 3.6: MU-TEN Street Network  
See Table 4.1 for additional standards on Street types

#### E. STREET NETWORK STANDARDS

1. The street network shall comply with the minimum requirements in Section 4. Commercial buildings shall provide adequate emergency access via a minimum 26' wide clear travel path for emergency vehicles either within public Rights-of-way or public fire lanes or private access easements complying with minimum fire lane widths.
2. Residential lots shall also comply with emergency access via public rights-of-way providing a minimum 26' wide clear path, and via alleys which may be 20' or narrower in lieu of the standard fire lane provided the Fire Department approves the emergency access plan.
3. One cul-de-sac in MZ6, subject to review and approval by the Town Fire Department, shall be permitted.



| TABLE 3.1.4 PUBLIC ACCESS SETBACK TO WALL OR FENCE |     |
|----------------------------------------------------|-----|
| OS2: WATERFRONT BLUFF                              | 5'  |
| OS3: SUNSET GREEN                                  | 2'  |
| OS4: SUNSET POINT                                  | 10' |
| OS5a: BOARDWALK                                    | 10' |

Figure 3.7: PUBLIC ACCESS EASEMENT: Width shall extend from the east edge of the trail to the west property line. The Public Access Easement should appear to be an integrated element of the site, and not appear to be walled off from the private development.



**SUBZONE MU-TEN  
PUBLIC ACCESS DEFINITION**

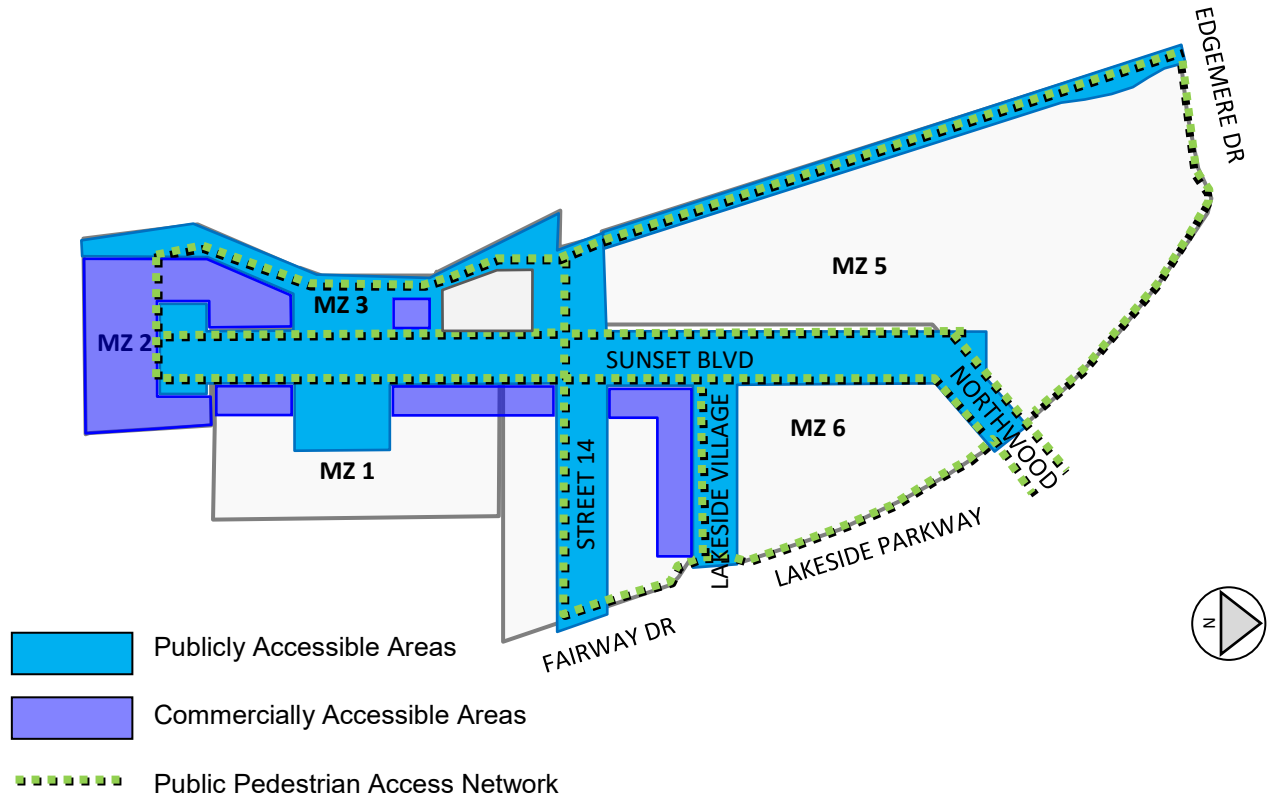


Figure 3.8: MU-TEN Public Access Map

**F. PUBLIC PEDESTRIAN ACCESS NETWORK**

Public pedestrian access network may include stairs and trails that do not comply with federal ADA stand-

ards provided there is an accessible route to commercial destinations.

**TABLE 3.1.3: SUBZONE: MU-TEN**

| MICROZONES MZ 5, MZ 6           |  | SINGLE FAMILY LOTS: ATTACHED AND DETACHED                                      |
|---------------------------------|--|--------------------------------------------------------------------------------|
| BUILDING STANDARD               |  |                                                                                |
| Maximum Single Family Lots      |  | 80                                                                             |
| Garage                          |  | All the single family lots must be alley served to access the garage.          |
| Maximum Height of SF Homes      |  | 3 Stories                                                                      |
| Front Set Back                  |  | 5' minimum; 15' maximum from lot property line.                                |
| Minimum Side Set Back           |  | 5' one side, 0' other side                                                     |
| Minimum Side Setback Corner Lot |  | Match front setback                                                            |
| Minimum Rear Set Back           |  | 15' from house to property line; 5' from garage to alley.                      |
| Porches                         |  | May encroach on set-back line                                                  |
| Fences: Front yard              |  | No privacy fences closer to front setback line than the front wall of the home |

**SUBZONE MU-TEN**

**G. ARCHITECTURAL STANDARDS**

**1. GENERAL**

- a. All buildings within the MU-TEN Subzone shall comply with the Architectural standards included in Section 7 of this code, except as amended, supplemented, or modified in this section.

**2. SITE DESIGN**

- a. Building Primary Entries: Buildings four stories or greater are permitted to have a primary entrance designed as a porte cohere or covered drive to a front door. The porte cohere must be located on a side street, or private drive and may not be located between the building and Sunset Boulevard (Street I) ROW.
- b. Dumpsters and Loading Docks: Dumpsters and loading docks shall be accessed via alleys or secondary streets. Dumpsters and loading docks shall not be readily visible from public streets.
- c. Surface Parking: Surface Parking shall comply with Section 6 of this Code.
- d. Structured Parking shall comply with Section 6 of this Code. Structured parking is defined as a parking structure, either above or below grade, and is more than 1 level of parking.
- e. Roundabout #2 Architectural Feature: As required by the approved Site Plan for Lakeside Tower, an architectural feature, element, or other visual focus to the Lakeside Parkway view corridor shall be provided within the traffic circle at the intersection of Lakeside Parkway and Edgemere Drive.

**3. DETENTION**: The development will meet the Town's drainage and detention requirements.

**4. PARKS, TREES & OPEN SPACE**

- a. Division 25 of the Mixed Use District standards pursuant to Section 98-905 (c) of the Town's Code of Ordinances shall apply.
- b. Section 98-905.b.2, private open space, shall apply to all residential units except single-family detached.
- c. This requirement supersedes the standards included in Section 5.3 Paragraphs C, D, and E of this Development Code.

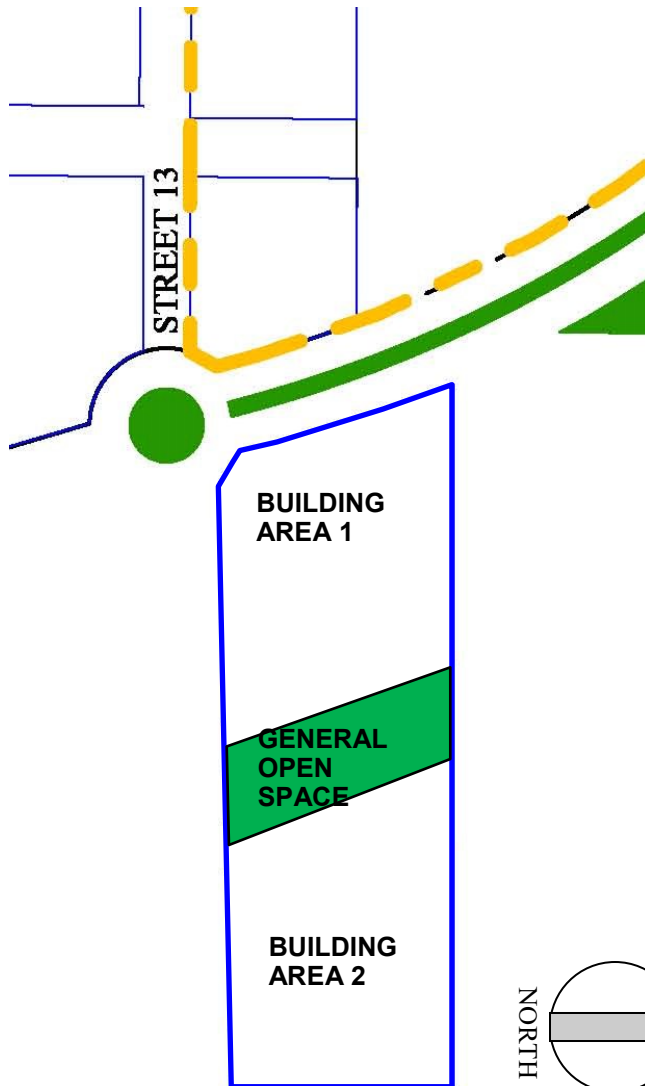
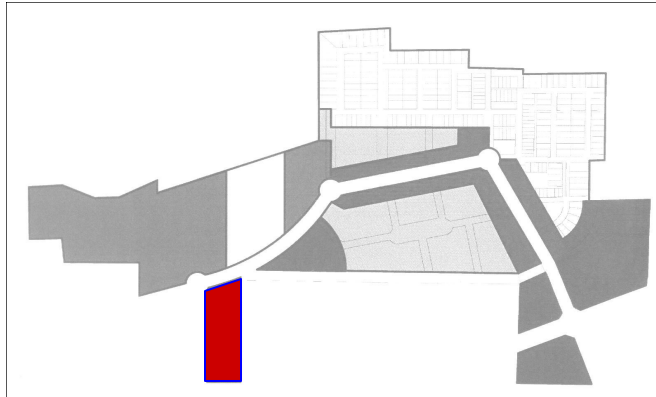
**5. BUILDING DESIGN**

- a. Bonus Height Provision, ground floor: A minimum of 50% of the ground floor building area shall be built and occupied as non-residential occupancy only. The non-residential occupancy may include lobbies, fitness centers, and other resident services in addition to commercial occupancy.
- b. Ground floor: Shall comply with Section 7 of the Code, except the minimum required floor-to-floor height for Ground Floor Commercial Standards shall be 12' 0" floor-to-floor.

- c. Windows: All windows shall comply with Section 7 except as follows:
  - i. Buildings 4 stories or greater may exceed the maximum glass area up to a maximum of 90% of the building exterior.
  - ii. Buildings 4 stories or greater, may use tinted, mirrored, or opaque glass above the ground floor.
  - iii. Restaurants: Minimum glass area fronting the street shall be 15%; maximum glass area fronting the Lake shall be 90%.
- c. Towers exceeding 4 stories are not required to recess the building 12' from the front building line.
- d. The Exterior Insulation and Finish System, known as EIFS, may only be used above the ground floor and only on buildings 4 stories or taller.
- e. Apartment and condo buildings in MZ1 and MZ5 shall provide structured parking for the residential units. Buildings of 3 or fewer stories with commercial occupancy on the ground floor in MZ6 are not required to provide structured parking.
- f. In MZ1, the three building sites are restricted as follows:
  - i. Building #1 is limited to either commercial use or a Fine Arts Facility (FAF).
  - ii. Building #2 is limited to hotel use or a combination of hotel and residential use. If residential units are incorporated into the hotel building, the maximum number of residential units is limited to 15% of the total number of hotel rooms in the building.
- g. In MZ4, the maximum building height is limited to 12 habitable stories.
- h. In MZ5, a maximum of four residential towers are permitted, in addition to other permitted uses. In addition to the existing tower, the new residential towers are limited to a maximum height of 24, 21, and 18 habitable stories, respectively.

## SUBZONE STANDARDS

### SECTION 3.2. SUBZONE PLAN MU-C (3)



### BUILDING AREA MICROZONES

1. These areas are defined by the perimeter of the subzone less the area allocated for General Open Space as required in Table 5.1 for Parks and Open Spaces.
2. Buildings shall comply with Section 3.1.G.5.
3. Structured parking must be screened at the ground floor from Lakeside Parkway and Lakeside Village Blvd by a landscape screen. All levels of the parking structure shall screen cars from view with masonry walls a minimum of 42 inches in height.
4. Surface parking, complying with Section 6 of this Code, shall be permitted.

### GENERAL OPEN SPACE

1. The minimum requirements for the General Open Space is in Table 5.1 of the Park Open Space Requirements; but the open space must fully encompass the banks of the stream passing through the site.
2. No parking or streets are permitted in this micro-zone.

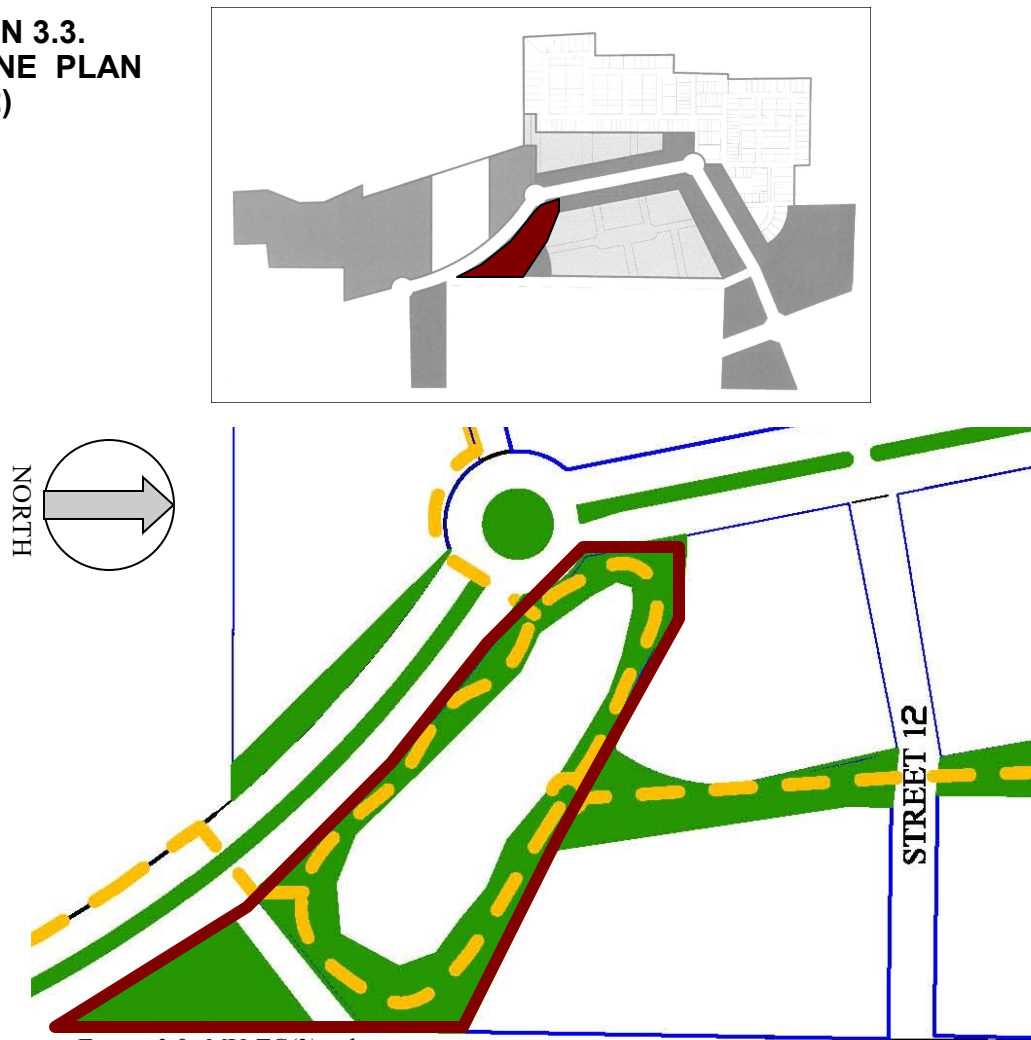
### SIDEWALK

1. The Subzone frontage along Lakeside Village Blvd. shall provide a 5' sidewalk within the public ROW and street trees where feasible.
2. The Subzone frontage along Lakeside Parkway shall provide a 6' sidewalk with street trees in accordance with the Trail Map in Figure 5.2.

Figure 3.7: MU-TC(3) subzone map

## SUBZONE STANDARDS

### **SECTION 3.3. SUBZONE PLAN MU-C (2)**



*Figure 3.9: MU-C(2) subzone map*

#### **MU-C(2) SUBZONE**

1. This area is defined by the perimeter of the MU-C(2) subzone.
2. This area must include a minimum of 2.4 acres and may include up to 250' of roadway and 40 parking spaces on or near Old Long Prairie Road.
3. See Table 5.1 for minimum trail system requirements.
4. See Section 5 for park and open space minimum standards.
5. This area may be used for detention and retention of storm water. The area may also be used for a single family amenity center.
6. The detention area may be fenced provided the fence does not restrict public access to the Trail System.
7. The amenity center is not subject to the glazing (table 7.1), awnings (Section 7.2D2), or sign banding (Section 7.2C) commercial building requirements.

## SUBZONE STANDARDS

### SECTION 3.4. SUBZONE PLAN MU-N(1)

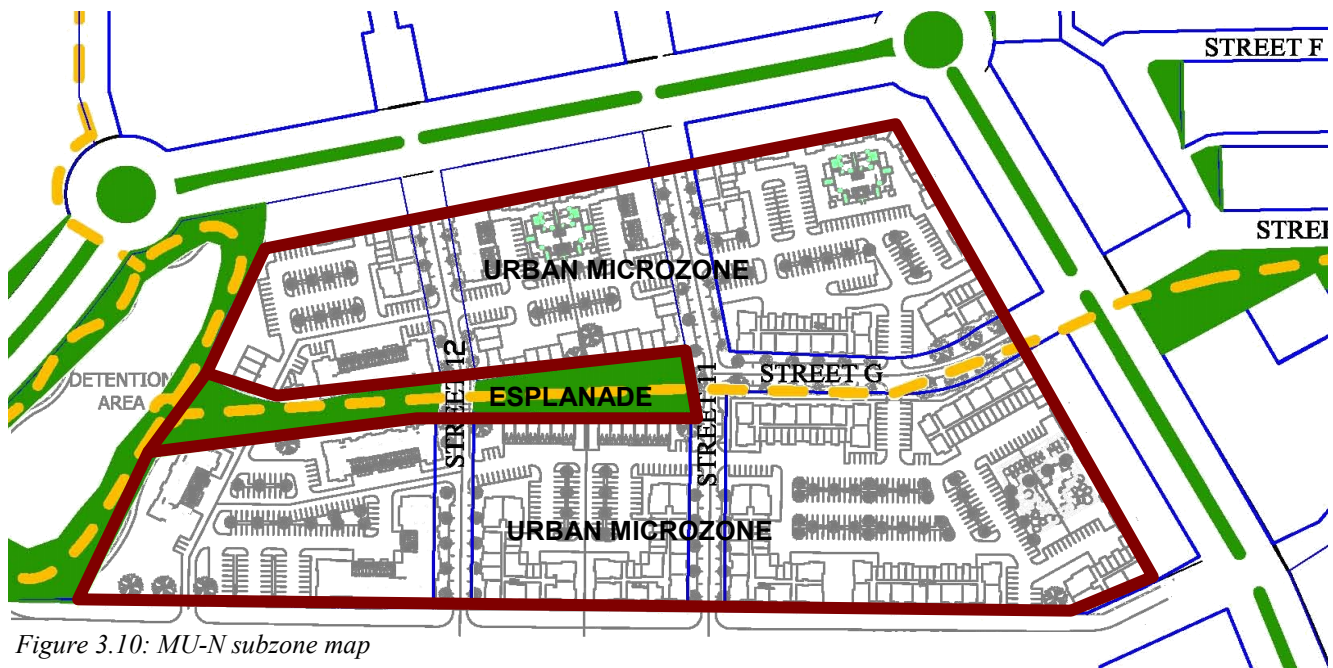
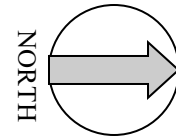
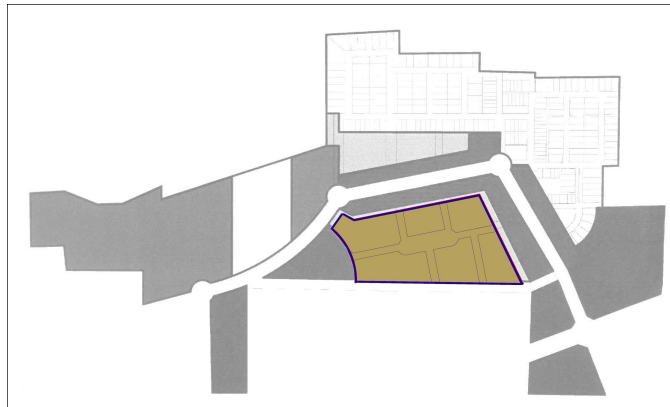


Figure 3.10: MU-N subzone map

#### ESPLANADE MICROZONE

1. Generally defined by the urban blocks and residential buildings to the east and west and by Long Prairie park to the south.
2. Park requirements must comply with the park standards defined in Section 5 and in Table 5.1
3. Trail requirements are defined in Section 5 and Table 5.1.
4. Must be a minimum of 1.25 acres and 50' in width.

#### URBAN MICROZONE

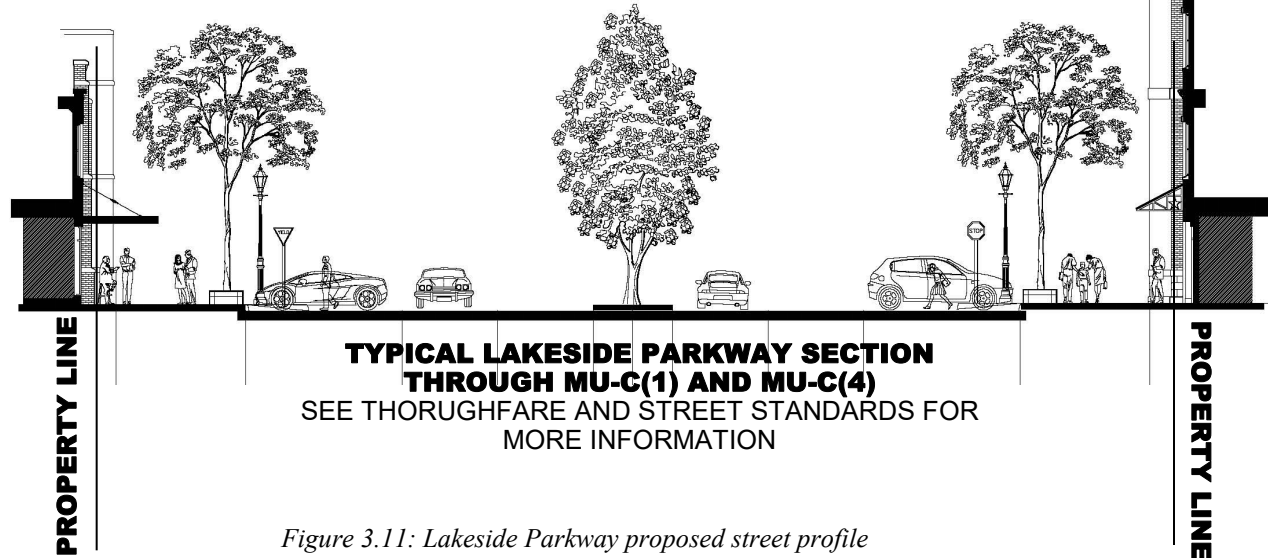
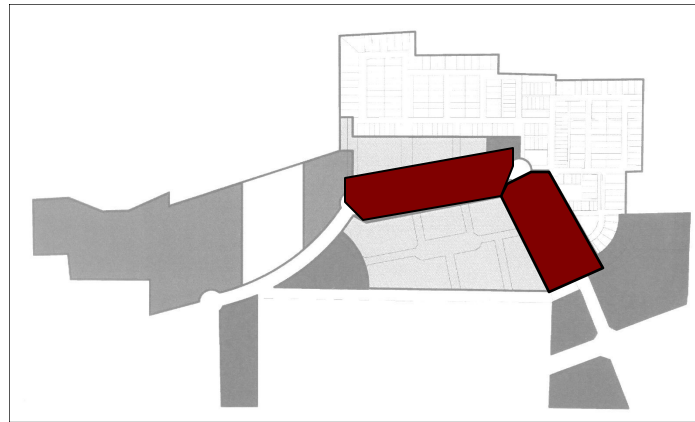
1. Bounded by the MU-C(1) subzone to the north, MU-C(4) Subzone to the west, MU-C(2) subzone to the south and Long Prairie Rd to the east.
2. The Urban Microzone may be subdivided into no fewer than 4 and no greater than 6 blocks.

3. Street 11 and street 12 must align with streets across Lakeside Parkway.
4. At least one street must intersect old Long Prairie Rd to be able to connect to a future roadway from the east that connects to FM 2499.
5. Streets must comply with Section 4 of this Development Code, including on-street parking and streetscape.
6. Buildings must comply with Section 7 for buildings with non-commercial ground floors.
7. Parking inside the residential buildings is permitted provided access to the garage spaces is from the rear façade in the interior of the block.



## SUBZONE STANDARDS

### **SECTION 3.5. SUBZONE PLANS MU-C (1) MU-C (4)**



*Figure 3.11: Lakeside Parkway proposed street profile*

#### **MU-C(1) SUBZONE**

1. The subzone is defined by the frontage along Lakeside Parkway between FM 2499 and the first roundabout. The depth of the subzone extends a minimum of 80' in depth from the Lakeside Parkway ROW.
2. The ground floor of all buildings must comply with Section 7 Building Standards for buildings built to commercial standards.
3. The ground floor must also be occupied by non-residential occupancies or remain vacant.
4. The subzone must also include a park complying with Table 5.1 of the Park and Open Space Standards.
5. No less than 70% of the frontage of Lakeside Parkway must be 2 stories or greater.
6. One story buildings may not occupy corner locations with intersecting public streets.
7. Parking drive aisles behind buildings may also serve as alleys for residential access in an adjacent Subzone.

## SUBZONE STANDARDS

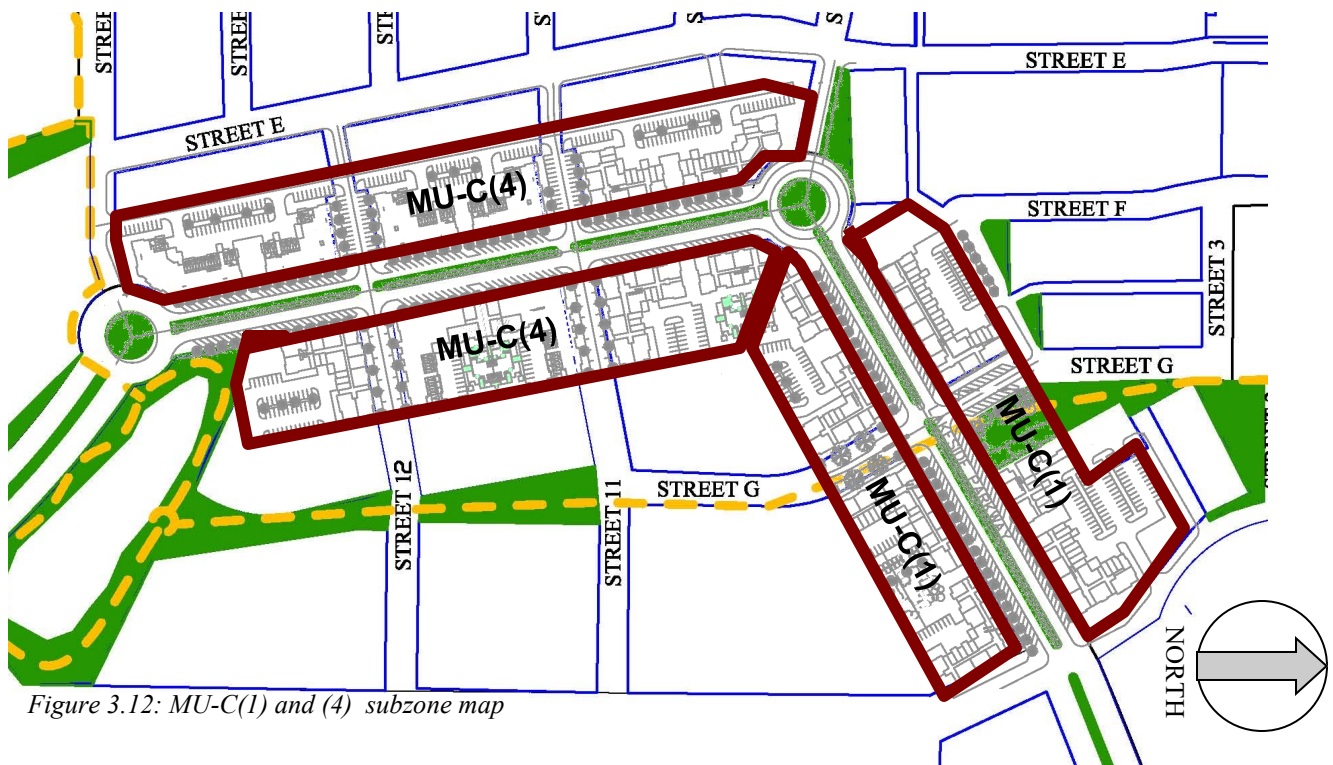
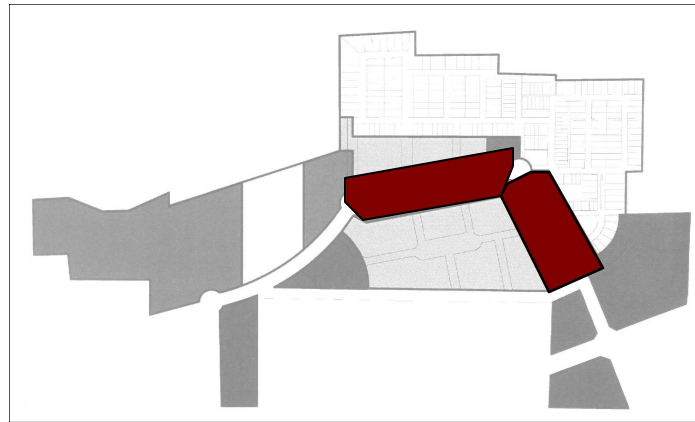


Figure 3.12: MU-C(1) and (4) subzone map

### **MU-C(4) SUBZONE**

1. The subzone is defined by the frontage along Lakeside Parkway between the first roundabout and the second roundabout. The depth of the subzone extends a minimum of 80' in depth from the Lakeside Parkway ROW.
2. The ground floor of all buildings must comply with Section 7 Building Standards for buildings built to commercial standards.
3. The ground floor may be occupied by residential or by non-residential occupancies.
4. The subzone must also comply with Table 5.1 of the Park and Open Space Standards.
5. No less than 70% of the frontage of Lakeside Parkway must be 2 stories or greater.
6. One story buildings may not occupy corner locations with intersecting public streets and must be a minimum of 20' high to the lowest point on the parapet or eave of the roof.
7. Parking drive aisles behind buildings may also serve as alleys for residential access in an adjacent subzone.

**SUBZONE STANDARDS**

**SECTION 3.6.  
SUBZONE PLAN  
MU-TNG**

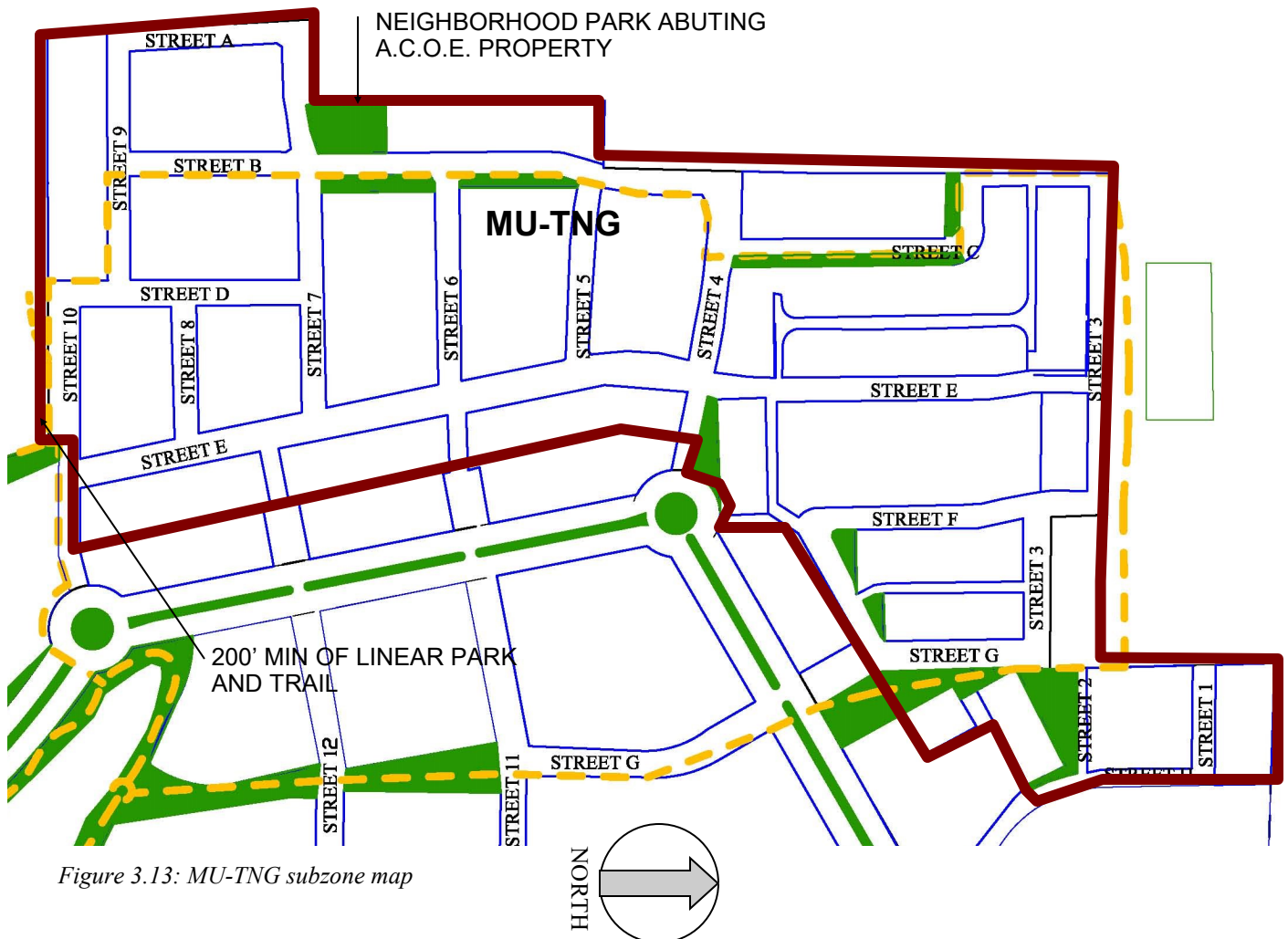
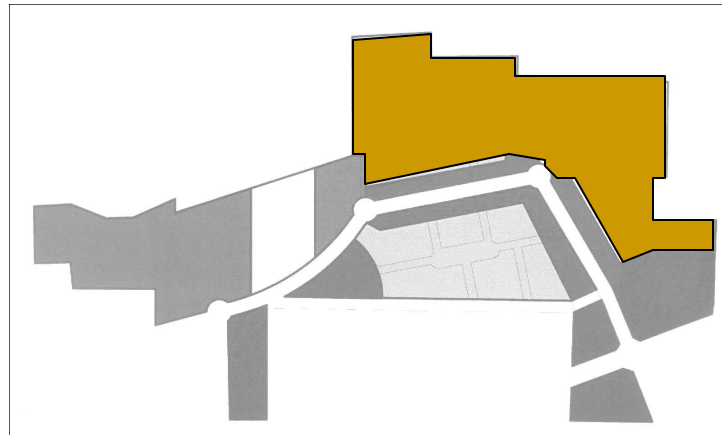


Figure 3.13: MU-TNG subzone map



## SUBZONE STANDARDS

### MU-TNG SUBZONE

1. The area is defined by the north property boundary, the west property boundary, the south property boundary, by subzone MU—C(4) and MU-C(1) to the east and MU-TNR(1) to the east.
2. The subzone consists of single family detached lots. Larger lots shall be located to the west of the subzone further from Lakeside Parkway. Smaller lots should be located closer to Lakeside Parkway and serve as a transition area between the Core subzones and the larger lot residential areas.
3. All blocks must be located within 1/4 mile of at least two parks.
4. Lots abutting MU-C subzones shall be served by an alley with parking and garages to the rear of the lots.
5. Required parks must comply with Table 5.1 of Section 5 Parks and Open Space.
6. Lots fronting designated 'A' streets must orient the homes to face the frontage unless the homes are developed in accordance with the alternative compliance rules in these subzone standards. *See Figure 7.8 Alternative Lot Frontage Compliance, Section 7.*
7. Transition between MU-C(4) and MU-NG Subzones shall occur at the alley/parking lot. *See Figure 7.9 in Section 7 on transition between subzones.*

### SUBZONE: MU-TNG

| MICROZONES         | LOTS = or > 60'                                                                                         | LOTS < 60' and = or > 55'                                                                                                                                                                                       | LOTS > 30' and < 55'                                                     |
|--------------------|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| BUILDING STANDARD  | See Section 7;                                                                                          | See Section 7;                                                                                                                                                                                                  | See Section 7;                                                           |
| Garage             | Garage cannot exceed 40% of building frontage. Lots may be served by alley or by street.                | Lots will be served by alleys or pull-through driveways, with garage in the rear                                                                                                                                | lots must be served by alleys with garages in the rear.                  |
|                    | Front loaded lots must comply with the requirements for front loaded lots in Section 7; see figure 7.10 | Exception: A maximum of 30 lots, less than 60' in width but equal to or greater than 55' may be front loaded provided the lots comply with the requirements for front loaded lots in Section 7; see figure 7.10 |                                                                          |
| Front Set Back     | 10' min; 20' max                                                                                        | 10' min; 15' max                                                                                                                                                                                                | 5' min; 10' max                                                          |
| Side Set Back      | 5' min                                                                                                  | 5' min                                                                                                                                                                                                          | 5' one side, 0' other side                                               |
| Rear Set Back      | 15' from house to property line; 5' to ally if alley served                                             | 5' to alley paving                                                                                                                                                                                              | 5' to alley paving                                                       |
| Porches            | May encroach on set-back line                                                                           | May encroach on set-back line                                                                                                                                                                                   | May encroach on set-back line                                            |
| Corner lots        | Driveway may enter from either street; Setbacks match adjacent                                          | Setbacks match adjacent                                                                                                                                                                                         | Setback on side street matches front setback of same lot                 |
| Fences: Front yard | No privacy fences closer to set-back line than the front wall of the home                               | No privacy fences closer to setback line than the front wall of the home                                                                                                                                        | No privacy fences closer to setback line than the front wall of the home |
| STREET             | See Table 3.2 for permitted street types                                                                | See Table 3.2 for permitted street types                                                                                                                                                                        | See Table 3.2 for permitted street types                                 |
| PARKING            | See Section 6                                                                                           | See Section 6                                                                                                                                                                                                   | See Section 6                                                            |

SUBZONE STANDARDS

**3.7.  
SUBZONE PLAN  
MU-TMR (1)**

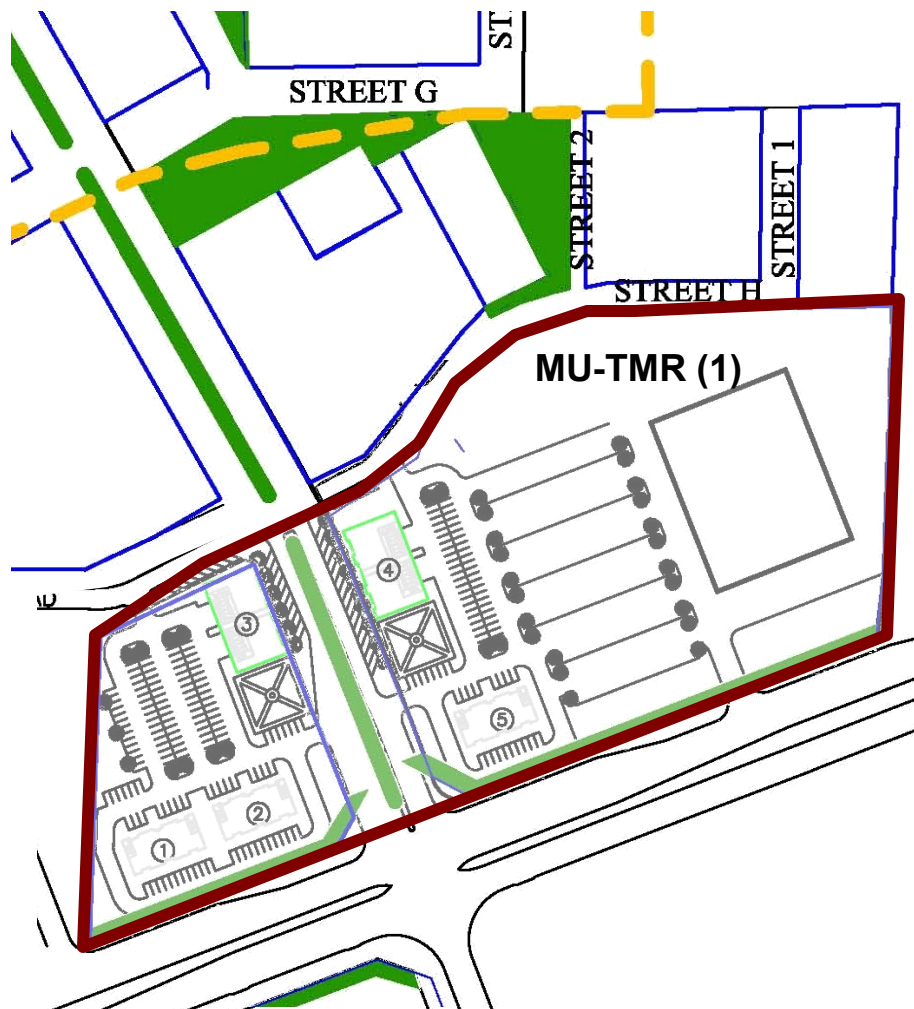
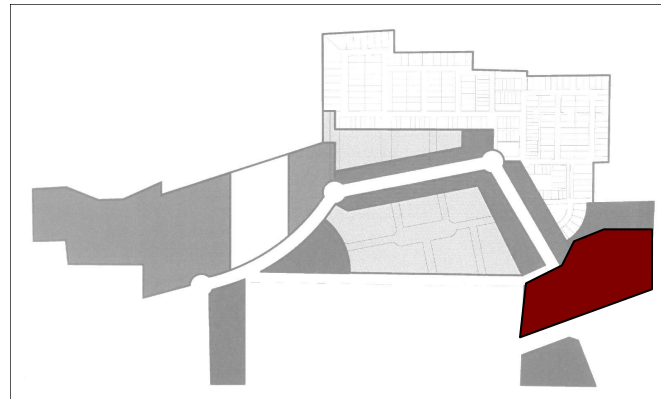


Figure 3.14: MU-TMR (1) subzone map

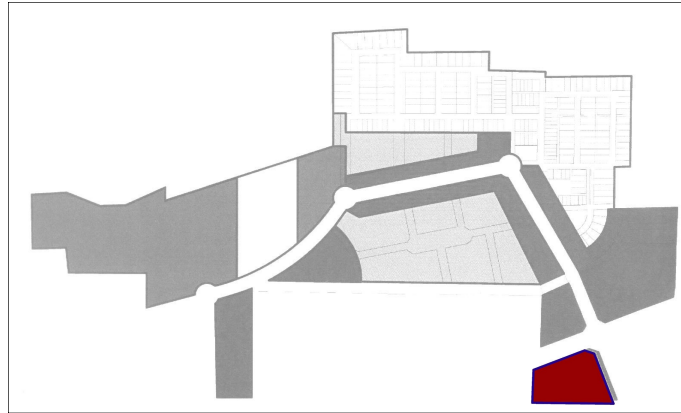
## SUBZONE STANDARDS

### MU-TMR (1) SUBZONE

1. The area is defined by the north property boundary, the east side of FM 2499 ROW, the south property boundary, Long Prairie Rd ROW, MU-C (1) Subzone to the west, and MU-TNG subzone to the west.
2. The minimum depth from Lakeside Parkway is 100'.
3. Lakeside Parkway roadway section may not conform to the MU Boulevard specified in Section 4 of this Development Code due to accommodation for traffic and engineering requirements. Specific deviations from the MU-Boulevard section will be submitted at the time of Site Plan submittal.
4. All Buildings within 100' of Lakeside Parkway shall comply with the development standards in Section 7 of this Development Code and shall be constructed to commercial standards on the ground floor. And consist of two or more stories.
5. Ground floors of all buildings within this Subzone shall be built to commercial standards and shall not contain residential dwelling units. Upper floors may contain residential lofts or office space.
6. Residential units on the ground floor is not permitted.
7. Plazas are required fronting Lakeside Parkway in accordance with Table 5.1 of the Park and Open Space requirements.
8. Buffer yards fronting FM2499 are required in accordance with Section 5 for Parks and Open space.
9. Buildings with a ground floor area greater than 20,000 SF, and greater than 100' in building depth and within 100' of the FM 2499 ROW may comply with Land Development Regulations for C-2 zoning except as specified herein, instead of complying with the Building standards in Section 7 of this code.
10. Surface parking shall be permitted between the FM 2499 ROW and buildings within this subzone.
11. Driveway access shall be permitted from this subzone area to Lakeside Parkway, FM2499, and to any street adjacent to the west perimeter of the subzone (shown in figure 3.14 as Street H).
12. The south block of the MU-MR(1) subzone is required to provide a cross access easement to the property to the south in accordance with the requirements of the Town of Flower Mound provided the property develops as a commercial or mixed use development consistent in quality and occupancy to the subject property.

## SUBZONE STANDARDS

### **SECTION 3.8. SUBZONE PLAN MU-TMR (2)**



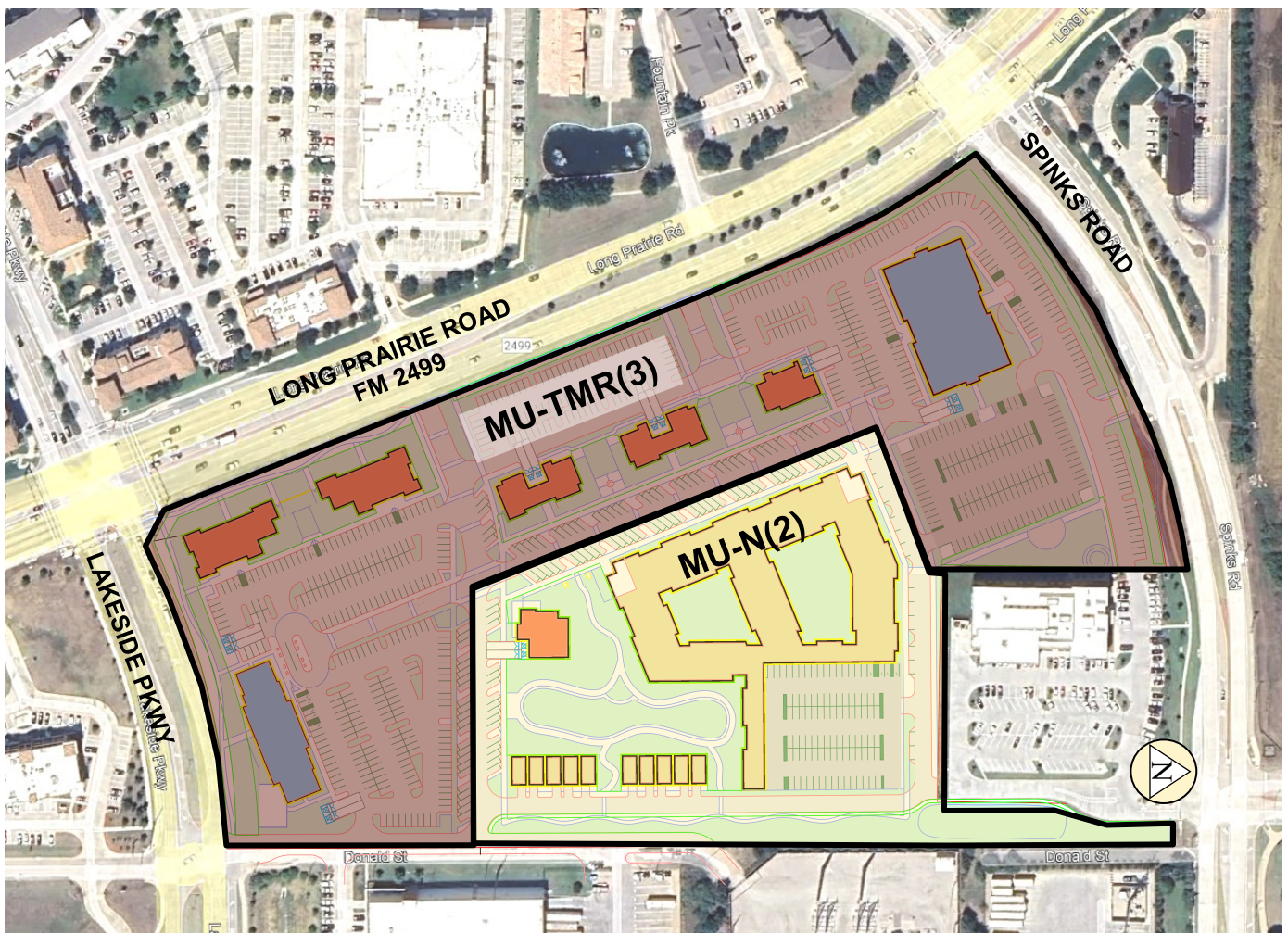
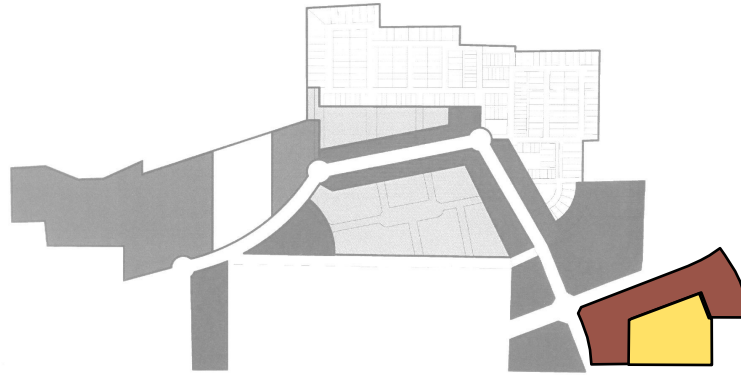
#### **SUBZONE: MU-TMR (2)**

1. The area is defined by FM 2499 ROW to the west, Lakeside Parkway to the north, and the property boundaries to the east and south. The subzone does not directly abut any other subzone.
2. Development is exempt from the building standards defined in Section 7 of this development Code but shall comply with Land Development Regulations for the C-2 Zoning category except as further defined herein.
3. No additional public streets shall be platted within this subzone.



**SUBZONE STANDARDS**

**SECTION 3.9  
LAKESIDE EAST TRACT  
SUBZONES MU-TMR(3) AND MU-N(2)**



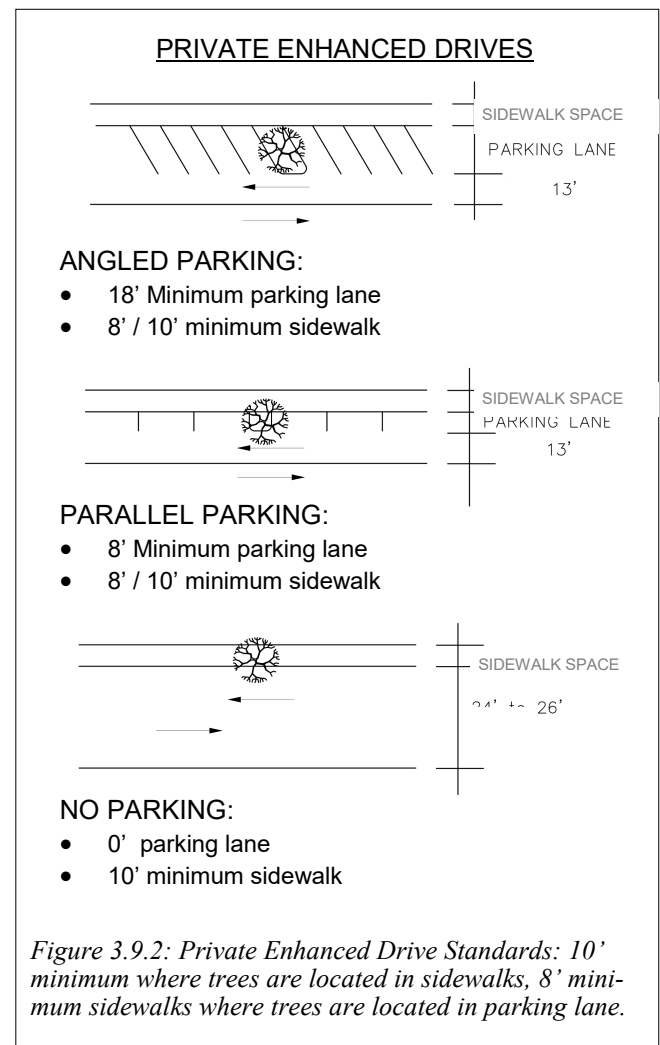
*Figure 3.9.1 Concept plan for Subzones MU-TMR(3) and MU-N(2)*

## A. Project Narrative

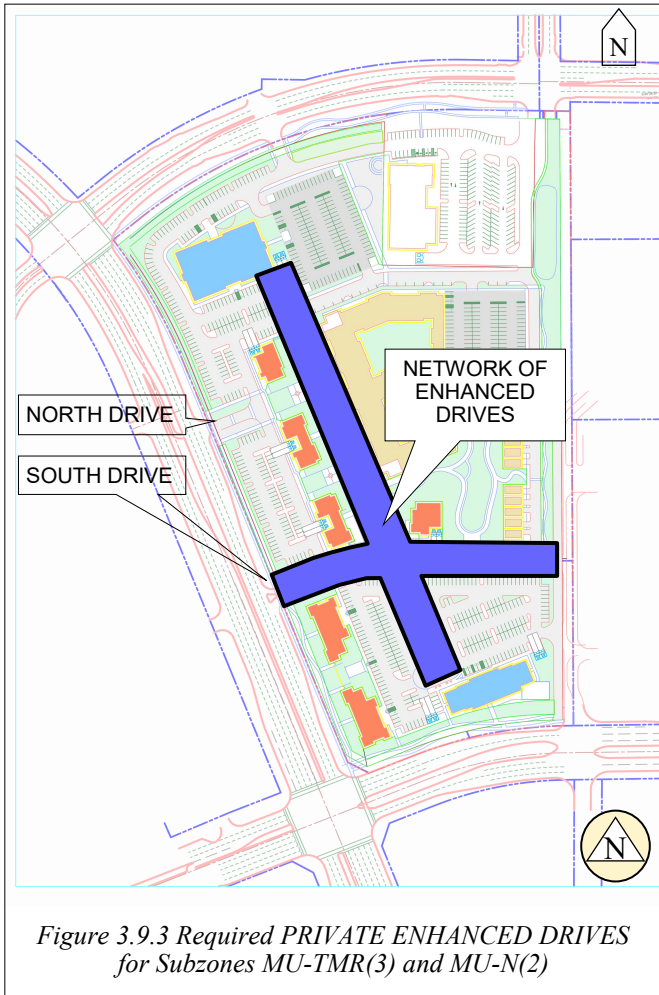
1. Approximately 21 acres shall be annexed into the Lakeside DFW development district. The land uses shall include restaurants, multi-story offices, residential units, retail, hospitality, and open spaces organized around pedestrian-oriented drives. Within the site, the drives shall be owned and maintained privately and most buildings shall have facades fronting on both a private drive and a public arterial. Consequently, the prevailing development standards of the code are clarified herein specifically for this site.
  2. The site is bounded by 3 public arterial and/or collector streets to the north, west and south. Industrial uses are located to the east. The approximate location and orientation of the various building types on the site are depicted in the concept plan (Figure 3.9.1). The 2 primary corners, at FM 2499 / Spinks Road and FM 2499 / Lakeside Parkway, are anchored by commercial buildings. The commercial buildings and network of drives and sidewalks employ the scale, orientation, and architecture of the Lakeside DFW District. The restaurants shall include dining plazas fronting the internal drive.
  3. The residential building facade serves as the backdrop to the commercial uses and may contain non-residential occupancy at the drive corners. The residential building shall constitute the street-wall that frames the internal drive. The residential parking structure shall be concealed between the residential building and the industrial uses to the east to buffer the views from the residential building.
  4. The private internal vehicular network employs urban street sections that include the travel lanes, on-street parking, sidewalks, and street trees providing pedestrian connectivity to all the uses on the site.
  5. The plan also includes amenitized open spaces that shall be privately owned and privately maintained and shall include a public access easement.
  6. Parking lots at frontage and at corners of private drives are permitted.
- b. Curbs which may be either raised curbs or flat curbs;
  - c. Sidewalk Space that includes the clear sidewalk width and may also include space for tree planting in tree wells or in a continuous parkway between the sidewalk and the curb;
  - d. Street trees in arterial landscape buffers shall comply with Section 5.3. Street trees along private enhanced drives shall be placed at approximately 60' on center and may be located in the parking lane or in the sidewalk space. If located in the sidewalk space, the tree planting areas may be configured as tree wells or as a continuous parkway between the sidewalk and the curb. Sidewalks shall be 10' minimum if trees are placed within sidewalk, 8' minimum if trees are placed in parking lane.
  - e. Street trees may not be placed in locations that visually obstruct traffic control signage.
  - f. Sidewalks shall be included. Sidewalks shall be 5'

## B. Vehicular Easement Access

1. All internal drives shall be identified as either a "Drive Aisle Easement" or a "Private Enhanced Drive" which are specified below.
2. Drive Aisle Easements shall provide vehicular access as alleys, driveways, or parking lot aisles. They shall have a minimum width of 26'. The Drive Aisle Easement shall include a public access easement.
3. Private Enhanced Drives shall include a minimum 26' paved section for 2 travel lanes, and shall include a public access easement. The Private Enhanced Drive shall also include the following enhancements:
  - a. On-street parking as depicted in Figure 3.9.2;







minimum clear width exclusive of treewells or parkway.

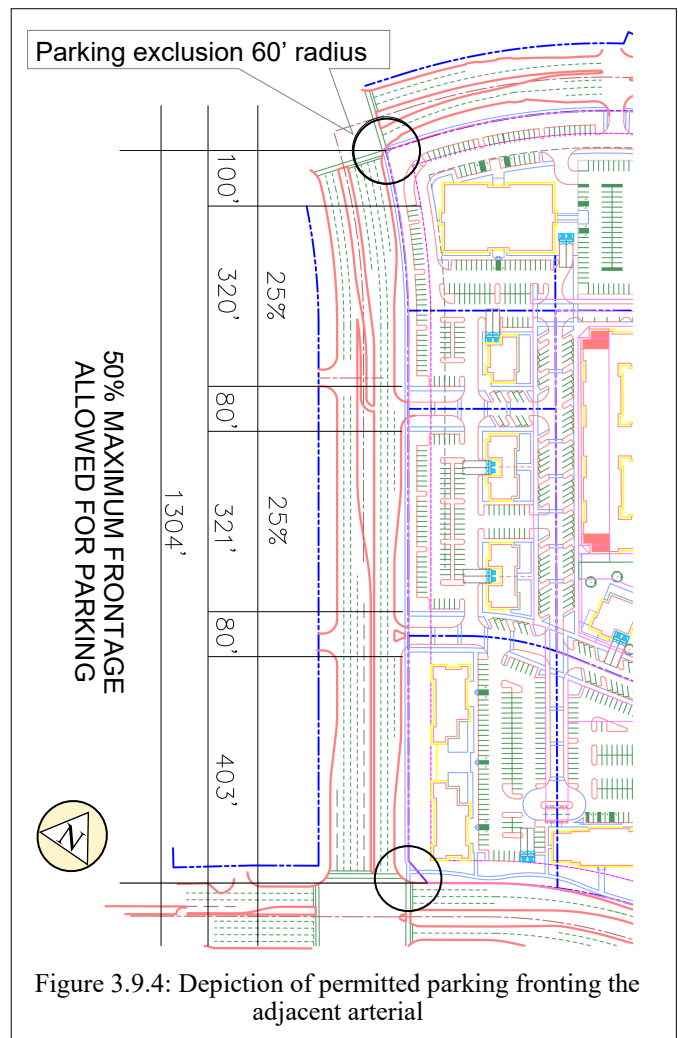
- g. There shall be no straight, direct vehicular connection between Spinks Road and Lakeside Parkway.

#### C. Subzone MU-TMR(3)

1. Setbacks from public arterial streets shall include a minimum 15' landscape buffer, but shall not count toward minimum open space. Additionally, landscaped areas within 25' of arterial ROW's shall not count toward required open space.
2. No landscape buffer is required between MU-TMR(3) and the lots to the east.
3. The location, maximum height, and orientation of buildings are indicated in Figure 3.9.6. Uses within buildings may include any permitted use.
4. Frontage on public arterial streets shall comply with 98-903.f.2 of the MU ordinance allowing up to 50% of the street frontage to include parking lots. The allowable length of street frontage that may be de-

voted to parking shall be calculated as follows: The total length of the arterial frontage multiplied by 50% equals the allowable frontage available for parking. Private drives with associated public pedestrian access easements shall not be included in the parking frontage. Specifically, See Figure 3.9.4 for an example of the calculation: Frontage on Spinks Road is approximately 665.5 feet in length. To comply with the MU ordinance, only 50% of the frontage may include parking lots. Consequently, parking lots between the buildings and Spinks Road frontage may not exceed 332.75 feet of the Spinks Road frontage.

5. Unless noted otherwise, Section 7 of this development code shall apply to development within MU-TMR(3).
6. Section 7.1.B: Materials. Paragraph 1: Facades of buildings within MU-TMR(3) subzone may use up to 100% of any unrestricted material. Limited materials within Subzone MU-TMR(3) are limited to 20%.
7. Building Setbacks from Arterial Streets shall be a minimum of 15'.



8. Since the drives within MU-TMR(3) are private, and buildings may have facades facing both public arterials and private drives, Type A and B streets do not apply and Type A and B facade definitions do not apply within MU-TMR(3). Alternative standards are specified below.
  - a. *Section 7, Site:* Street lights are required on the Enhanced Private Drives and shall comply with Section 7 requirements for Street Lights.
  - b. *Table 7.1 Window Area:* Buildings shall comply with Table 7.1 except i) Exterior walls enclosing a restaurant kitchen are not required to include windows; and ii) the multistory office building may include glass up to 85% of the wall area.
  - c. *Section 7.1.A: Building Facades*
    - i. *Paragraph 4:* Entries are required to be located with a maximum spacing of 100' only for retail uses. This standard shall not apply to buildings greater than 2 stories in height or restaurant buildings.
    - ii. *Paragraph 5:* There shall be no maximum façade length.
  - e. *Section 7.2: Commercial Ground Floor*
    - i. *Section A:* Display windows are not required. If display windows are used, they are not required to comply with Section 7.2.A.
    - ii. *Section B:* Entry doors are not required to comply with this section. However, an awning, canopy or recessed entry is required at each primary commercial entrance.
    - iii. *Section C:* A Sign Band is not required for commercial buildings.
    - iv. *Section D:* Awnings are not required on ground floor windows located within buildings greater than 2 stories.
  - d. *Structured Parking Standards:* Exterior facades of the garage must comply with the following standards:
    - i. All facades must incorporate a repeating pattern that includes color, texture, and/or material change. In addition, vertical elements shall be incorporated to the facade design in order to create a repeating pattern. This can be achieved through the use of projections or offsets. A wall with a minimum height of 42 inches to screen parked vehicles shall be required and must utilize design elements from the associated building.
    - ii. Elevator and stair shafts shall be located

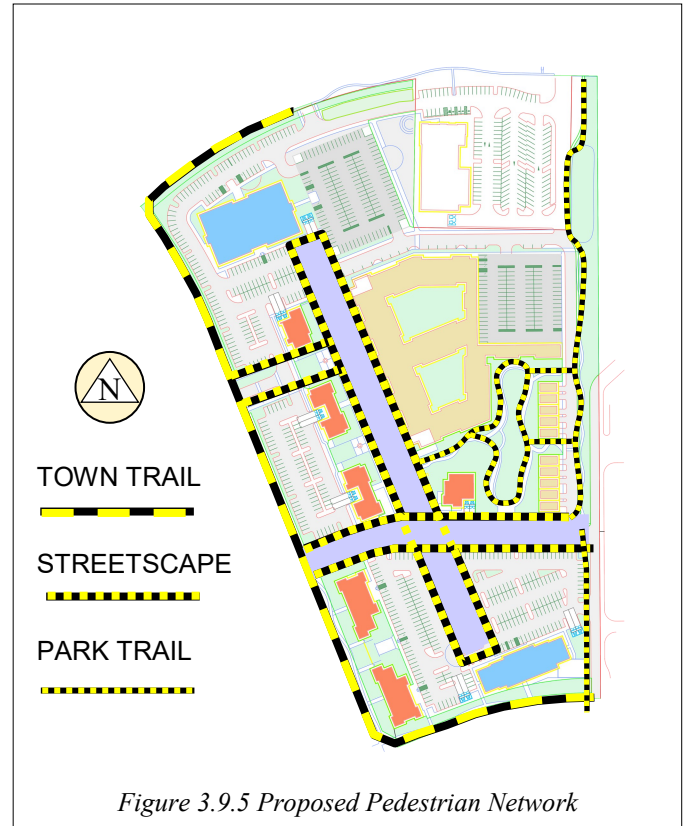


Figure 3.9.5 Proposed Pedestrian Network

internal to the garage.

#### D. Subzone MU-N(2)

1. Façade Types A and B on residential buildings are indicated in Figure 3.9.7. Buildings that are 100% non-residential shall comply with the standards for buildings in MU-TMR(3).
2. Commercial uses within a residential building shall have storefront windows with awnings over windows and doors complying with Paragraph 7.2.
3. *Section 7.3.C, and Section 7.4.A, Windows:* shall not apply to the residential buildings, but shall comply with Table 7.1..
4. The townhome units shall be connected to the pedestrian network (which shall connect to the private streets) via paved lead walks 4' minimum in width. Townhome unit shall also have driveways a minimum of 18' between the alley and the garage doors.
5. The proposed open space between MU-N(2) and the industrial lots shall comply with the requirements identified in Figure 3.9.12.
6. Any façade of the parking structure that is not adjoining/attached to the multistory building shall comply with the structured parking standards in 3.9.Cf above.
7. *Section 7.1.B: Materials. Paragraph 1: Facades of*



buildings within MUN(2) subzones may use up to 100% of any unrestricted material. Limited materials in MU-N(2) are limited to 20% of A facades and 80% of B facades.

8. Issuance of a Certificate of Occupancy for any multi-family building shall be subject to the following: Completed construction of minimum 35,000 square-foot of non-residential building space to include completion of a building final inspection indicating finish-out permits are ready to be applied for.. The 35,000 square feet shall be located entirely within the MU-TMR(3) Subzone and shall include the buildings located between the multifamily building and FM 2499 Arterial.

#### E. Subzones MU-TMR(3) and MU-N(2)

1. Since the internal drive and the pedestrian network are used to bind the subzones together, the drives may reside partially or entirely within a subzone.
2. The street type may be split along the centerline allowing, for instance, angled parking on one side of the drive and parallel parking on the other.
3. Lots without frontage on a public street are permitted,

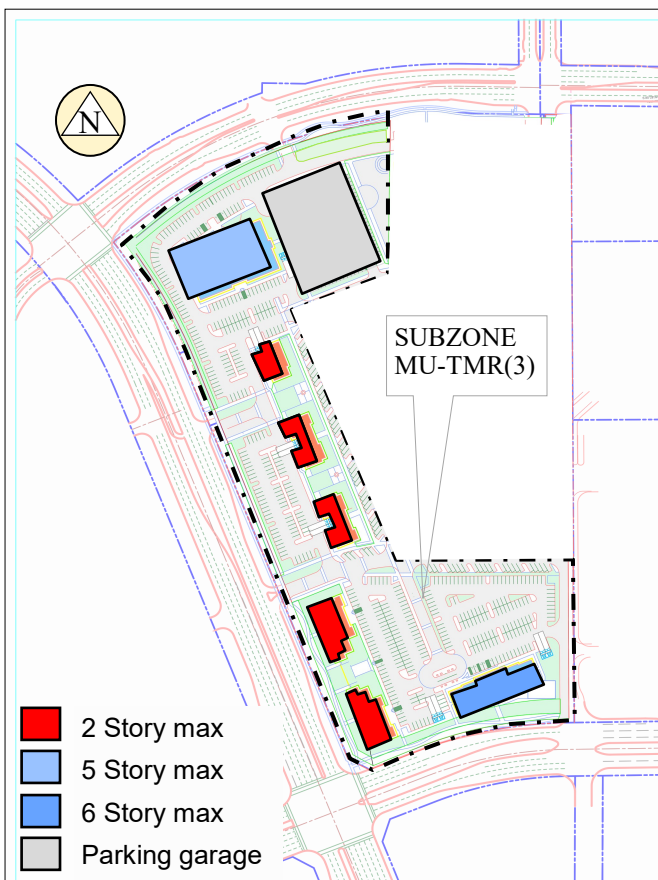


Figure 3.9.6: **MU-TMR(3)** Building Heights

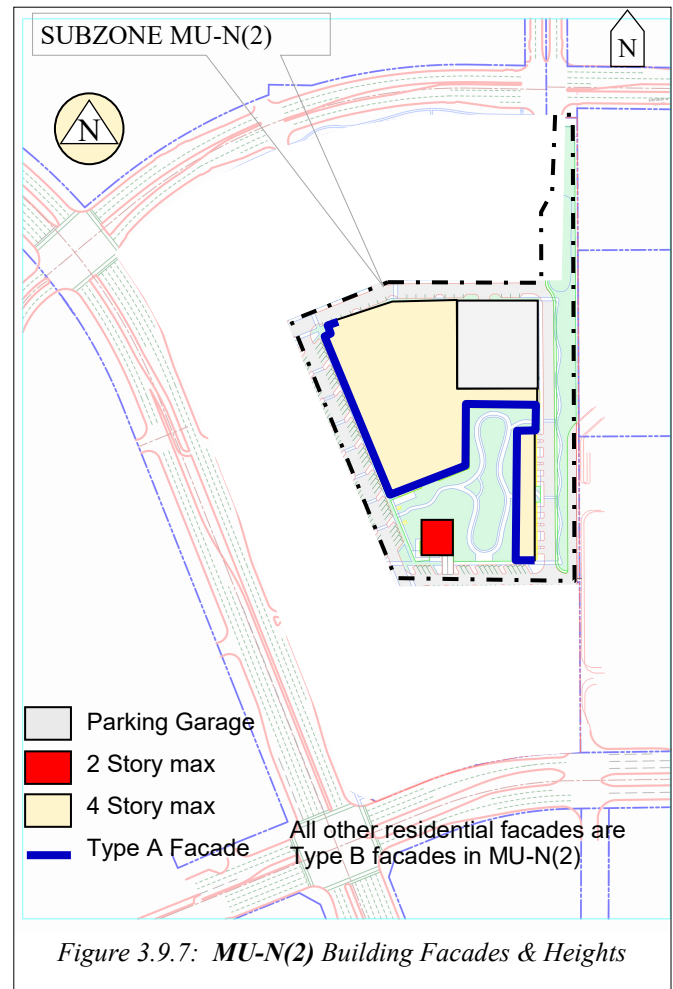


Figure 3.9.7: **MU-N(2)** Building Facades & Heights

provided that the lots have frontage on a private drive with a public access easement connecting to a public street.

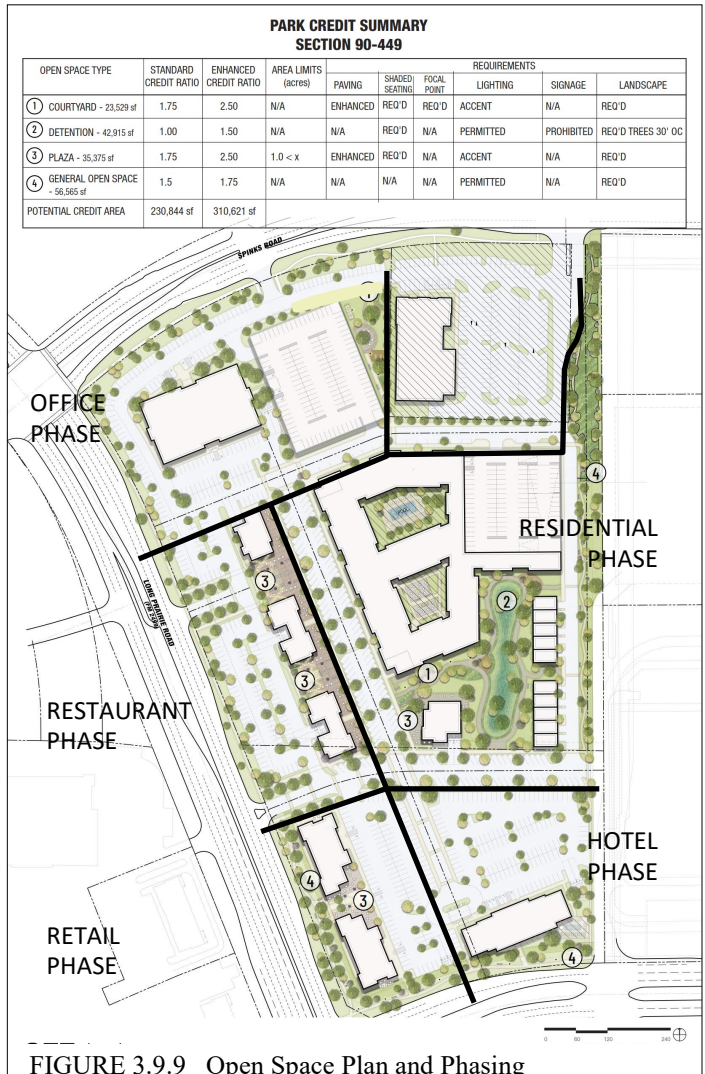
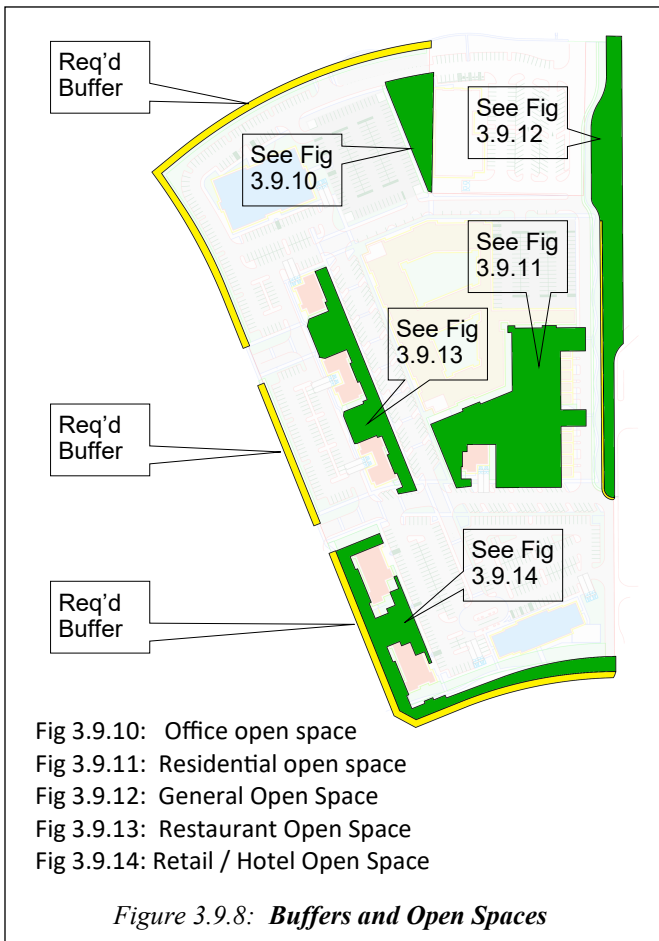
4. Structured parking shall comply with Paragraph D, Section 6 of this code.

#### F. Open Space and Landscaping for subzones MU-TMR(3) and MU-N(2)

1. The required open space area shall not be less than 5% of the combined area of the subzones. The Bonus Height allowance requires an additional 3% of open space, totaling 8% of the combined area the subzones.
2. Open space surpluses in any subzone may be applied to deficiencies in other subzones. See Table 5.1 for the summary of open spaces.
3. Full landscape plans shall be required for each site plan application, but not for the Subdivision Site Plan application.
4. All habitable buildings shall comply with Section 82-240. Parking structures shall install foundation

planting in compliance with 82-240 only on the facades fronting either public ROWs or private enhanced drives.

5. Detention, retention, and impoundment areas shall comply with Section 94-65.
6. Tree Mitigation shall comply with tree mitigation requirements detailed in Chapter 94 of the Town's code. All trees planted in excess of minimum landscaping requirements shall be counted toward mitigation provided they comply with Chapter 94.
7. Street Trees: Street trees shall be planted in tree wells conforming to Town standards or planted in tree wells specified by a certified arborist and approved by the Town.
8. The following Open Spaces shall comply with Section 90-449 of the Code of Ordinances, the Park Credit Option, for privately owned and privately maintained public parks. The park areas defined in the following figures may not decrease by more than 10% of the approximate areas, but shall comply with the minimum areas established in Table 5.1.



#### REQUIRED INFORMATION FOR PARK CREDIT

- a. Landscape Plan: See Figures 3.9.9 thru 3.9.14
- b. Open Space Area: See Figures 3.9.9 thru 3.9.14
- c. Natural Features: See Figures 3.9.9 thru 3.9.14
- d. Publicly Accessible O.S.: See Figures 3.9.9 thru 3.9.14
- e. Pedestrian Connections: See Figures 3.9.9 thru 3.9.14
- f. Amenities & Details: See Figures 3.9.9 thru 3.9.14
- g. Maintenance: All Open Space areas shall be maintained by the respective property owners in compliance with Town regulations.
- h. Phasing: Each Open Space shall be constructed concurrently with the associated buildings within that phase.
- i. Checklist:
  - Open Space area
  - Plant types
  - Plant quantities
  - Furnishings



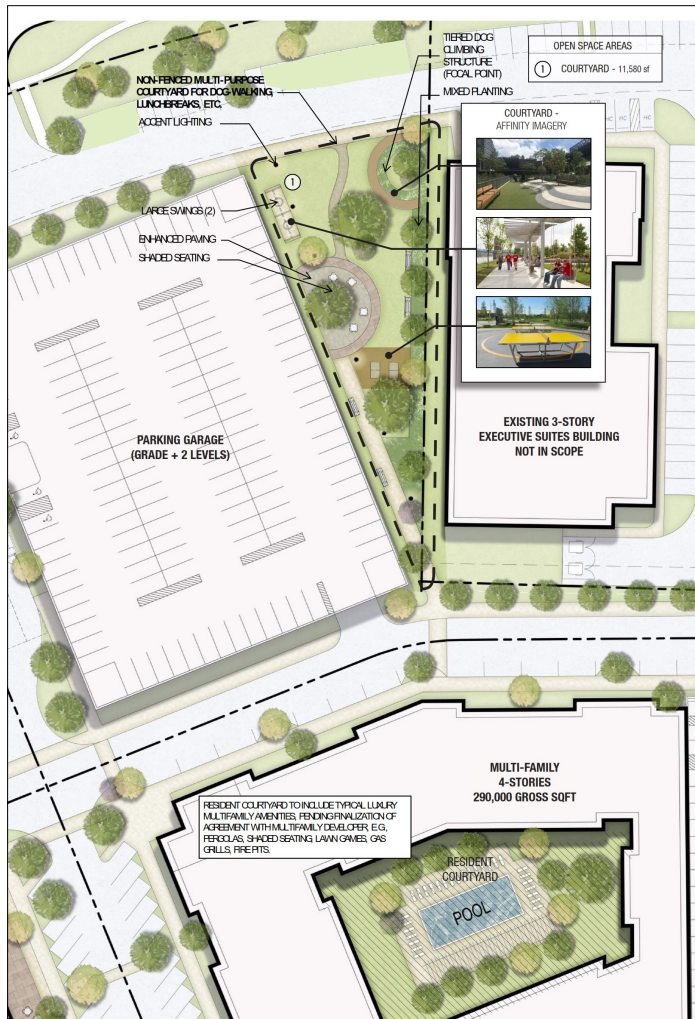


FIGURE 3.9.10 Office Open Space

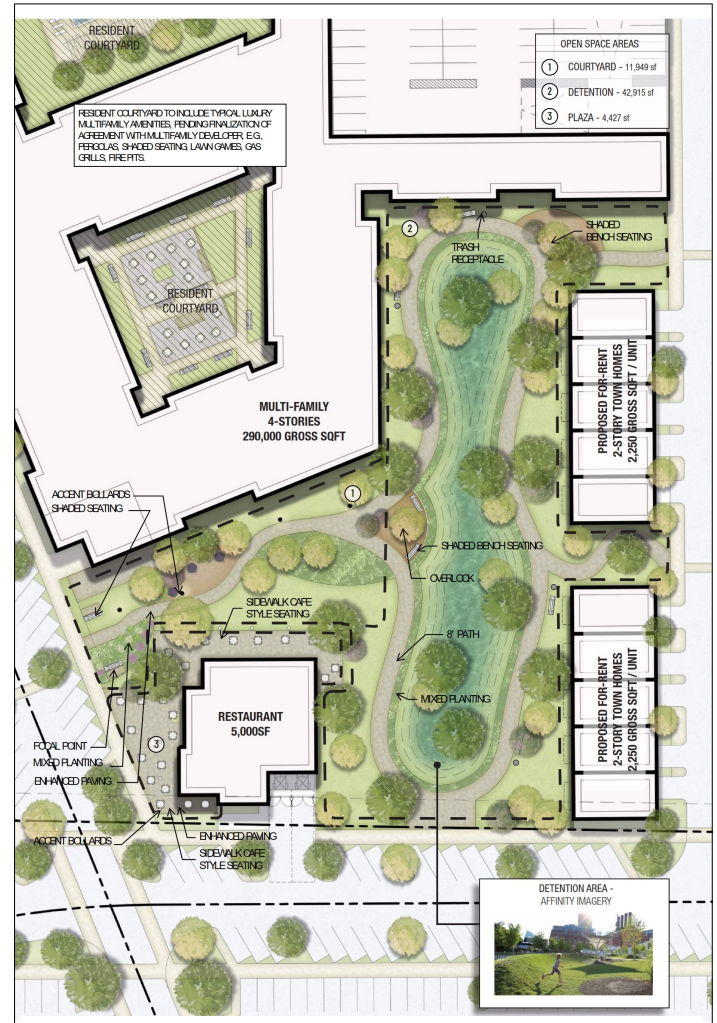


FIGURE 3.9.11 Residential Open Space plan

- Landscape Plan: Full scale plans to be submitted at Site Plan.
- Open Space Area: Approximately 11,580 square feet of Courtyard area
- Natural Features: None
- Publicly Accessible O.S: Area is publicly accessible
- Pedestrian Connections: See figure 3.9.5 for Pedestrian Network
- Amenities & Details: Park shall include a minimum of
  - Focal point
  - Accent lighting
  - 2 benches
  - 3 shade trees
  - 3 ornamental trees
  - Enhanced paving
  - Paved walking trail

- Landscape Plan: Full scale plans to be submitted at Site Plan
- Open Space Area: Approximately 11,949 square feet of Courtyard area; approximately 42,915 SF of Detention area; and approximately 4,427 SF of Plaza area
- Natural Features: None
- Publicly Accessible O.S: All areas are publicly accessible
- Pedestrian Connections: See figure 3.9.5 for Pedestrian Network
- Amenities & Details: Park shall include a minimum of
  - Focal point
  - Accent lighting
  - 2 benches
  - Shade trees @ 30' o.c. around detention (may be clustered)
  - Enhanced paving
  - Minimum 8' paved walking trail connecting to pedestrian network
  - Plaza seating and shaded seating





FIGURE 3.9.12 General Open Space plan



FIGURE 3.9.13 Restaurant Open Space plan

- a. Landscape Plan: Full scale plans to be submitted at Subdivision Site Plan.
  - b. Open Space Area: Approximately 42,630 square feet of General Open Space area that includes approximately 0.217 acres of "Seed Mix" Bluestem Grasses pursuant to the Environmental Protection Plan for mitigation.
  - c. Natural Features: None
  - d. Publicly Accessible O.S: All areas are publicly accessible
  - e. Pedestrian Connections: See figure 3.9.5 for Pedestrian Network
  - f. Amenities & Details: Park shall include a minimum of
    - 2 benches
    - 10 shade trees
    - 10 ornamental trees
    - Paved or natural (mulch or gravel) walking trail
- a. Landscape Plan: Full scale plans to be submitted at Site Plan.
  - b. Open Space Area: Approximately 19,038 square feet of Plaza area
  - c. Natural Features: None
  - d. Publicly Accessible O.S: Area is publicly accessible
  - e. Pedestrian Connections: See figure 3.9.5 for Pedestrian Network
  - f. Amenities & Details: Park shall include a minimum of
    - Accent lighting
    - 3 shade trees
    - 6 ornamental trees
    - Coordinated landscape of perimeter shrubbery, ornamental grasses and ground cover
    - Approximately 0.4 acres of lawn
    - Enhanced paving
    - Plaza Stage, audience seating, game area
    - Leisure seating
    - Entertainment and Activity plazas may be interchanged.

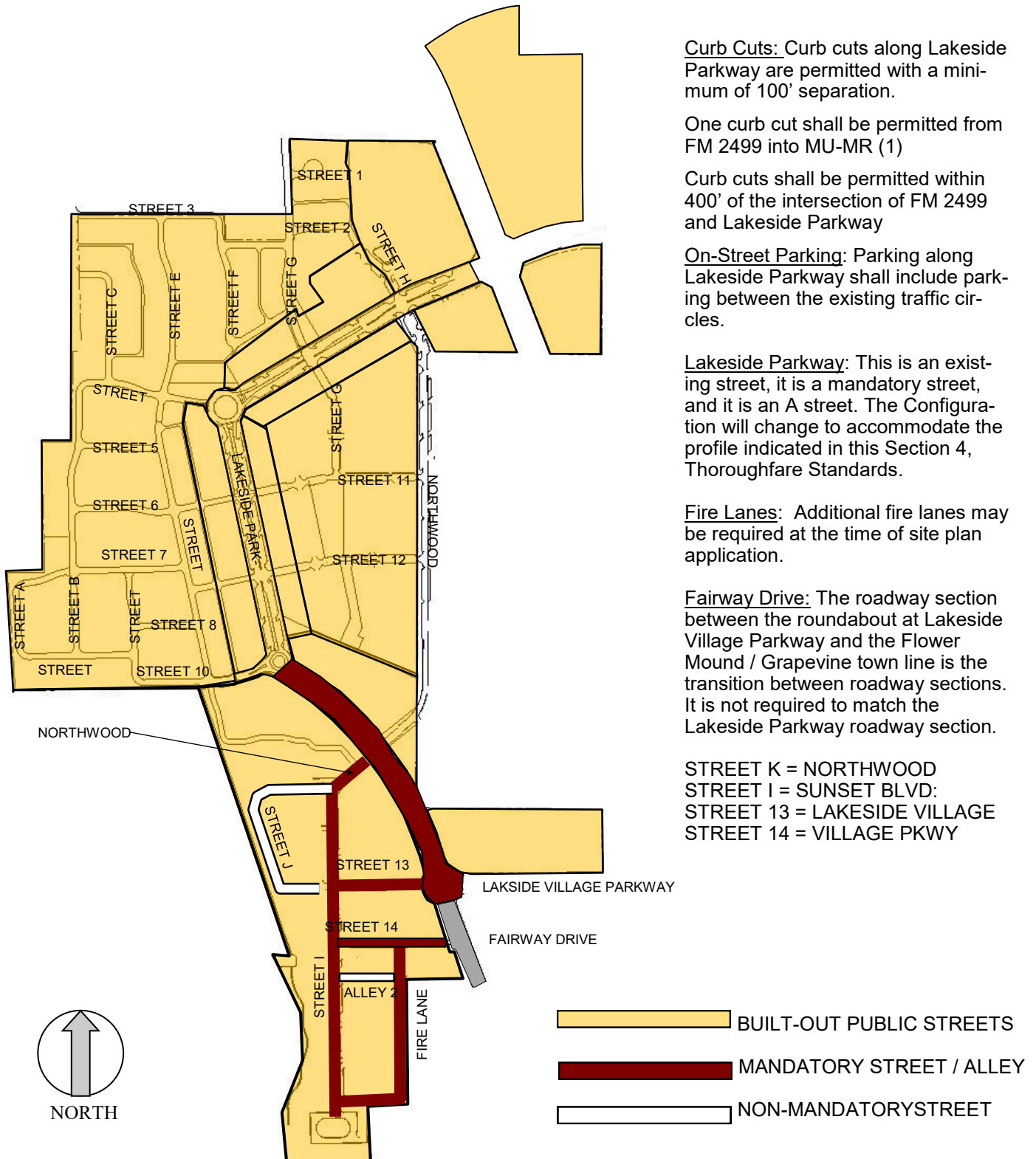


FIGURE 3.9.14 Retail & Hotel Open Space

- a. Landscape Plan: Full scale plans to be submitted at Subdivision Site Plan.
- b. Open Space Area: Approximately 13,935 SF of General Open Space area and approximately 11,910 SF of Plaza Open Space.
- c. Natural Features: None
- d. Publicly Accessible O.S: All areas are publicly accessible
- e. Pedestrian Connections: See figure 3.9.5 for Pedestrian Network
- f. Amenities & Details: Park shall include a minimum of
  - Accent lighting
  - Coordinated landscape of perimeter shrubbery, ornamental grasses and ground cover
  - Sidewalk café style seating
  - 12 shade trees
  - 6 ornamental trees
  - Paved walking trail
  - Sculpture or interactive art piece

THE STREET AND THOROUGHFARE STANDARDS

**FIGURE 4.1: STREET PLAN**



Curb Cuts: Curb cuts along Lakeside Parkway are permitted with a minimum of 100' separation.

One curb cut shall be permitted from FM 2499 into MU-MR (1)

Curb cuts shall be permitted within 400' of the intersection of FM 2499 and Lakeside Parkway

On-Street Parking: Parking along Lakeside Parkway shall include parking between the existing traffic circles.

Lakeside Parkway: This is an existing street, it is a mandatory street, and it is an A street. The Configuration will change to accommodate the profile indicated in this Section 4, Thoroughfare Standards.

Fire Lanes: Additional fire lanes may be required at the time of site plan application.

Fairway Drive: The roadway section between the roundabout at Lakeside Village Parkway and the Flower Mound / Grapevine town line is the transition between roadway sections. It is not required to match the Lakeside Parkway roadway section.

STREET K = NORTHWOOD  
 STREET I = SUNSET BLVD:  
 STREET 13 = LAKESIDE VILLAGE  
 STREET 14 = VILLAGE PKWY



## SECTION 4: STREET AND THROUGHFARE STANDARDS

- A. Intent: It is the intent of these standards to encourage a street network that is fully integrated with the neighborhood and the traffic patterns and also shares the rights-of-way with other competing modes of transportation including bicycles and pedestrians. It is also the intent to promote the public streets as a public place in their own right, as an attractive place, as a place to walk, a place to meet neighbors, and to spend leisure time and to do so safely.
- B. Street Sections: The street sections are based on the previously designed and approved street sections in Flower Mound, TX.
- C. Mandatory streets: Mandatory streets are those streets required by the Development Code for Lakeside DFW. The requirements for mandatory streets are summarized in Table 4.1 regarding the length and/or connectivity and whether the street is required to meet A street or B street standards. If the street is not mandatory, it can be eliminated or relocated.
- D. 'A' and 'B' Streets: A and B streets constitute a mechanism to identify the hierarchy of streets and thoroughfares, making some of the streets more important and consequently more highly regulated. The regulations include site development constraints as well as architectural regulations. The 'A' streets are listed in Table 4.1, all other streets are 'B' streets.
- E. Traffic: The intent of the development is also to promote intensity of activity around the commercial uses in order to communicate the vibrancy and vitality of the urban environment. The suburban standards for traffic efficiency do not apply to this kind intensity and are in fact antithetical to the effort.

**TABLE 4.1 MANDATORY STREETS; A OR B STREETS**

| STREET           | MANDATORY | A OR B STREET | MINIMUM LENGTH / CONNECTIVITY                              |
|------------------|-----------|---------------|------------------------------------------------------------|
| Lakeside Parkway | YES       | A             | NA                                                         |
| Street 1         |           | B             |                                                            |
| Street 2         |           | B             |                                                            |
| Street 3         | YES       | A             |                                                            |
| Street 4         | YES       | A             | Lakeside Pkwy to west boundary                             |
| Street 5         |           | B             |                                                            |
| Street 6         |           | B             |                                                            |
| Street 7         |           | B             |                                                            |
| Street 8         |           | B             |                                                            |
| Street 9         |           | B             |                                                            |
| Street 10        | YES       | A             | From Lakeside Pkwy north 600' min                          |
| Street 11        | YES       | B             | From Long Prairie to Lakeside Pkwy                         |
| Street 12        | YES       | B             | From Long Prairie to Lakeside Pkwy                         |
| Street 13        | YES       | A             | MU STREET: Lakeside to Street I (Lakeside Village Parkway) |
| Street 14        | YES       | B             | MU LOCAL 2: Lakeside to Street I (Quinto Lane)             |
| Street A         | YES       | A             | 400' min abutting west boundary                            |
| Street B         | YES       | A             | 300' min abutting west boundary                            |
| Street C         |           | B             |                                                            |
| Street D         |           | B             |                                                            |
| Street E         | YES       | A             | From Street 4 to Street 10                                 |
| Street F         |           | A             |                                                            |
| Street G         | YES       | A             | From Lakeside Pkwy to Street 11                            |
| Street H         |           | B             |                                                            |
| Street I         | YES       | A             | MU STREET 2: 1600' +/- (Sunset Boulevard)                  |
| Street J         | NO        | B             |                                                            |
| Street K         | YES       | B             | MU LOCAL 1: Lakeside to Street I (Northwood Street)        |

The A or B street designation applies to the street **IN ITS ENTIRETY**. Minimum length/connectivity applies only to the site layout. (i.e. If Street E is built beyond street 4, that optional portion must also be Type A street.)



**TABLE 4.2 LIST OF STREETS AND DIMENSIONS**

|                | ROW | C-C | Median | Drive Lane  | Parking Lane | Minimum Parkway | Minimum Sidewalk |
|----------------|-----|-----|--------|-------------|--------------|-----------------|------------------|
| MU Blvd.       | 120 | 92  | varies | 10 x 4      | 18           | 5               | 14               |
| MU Street      | 91  | 60  |        | 12 x 2      | 18           | 5               | 6                |
| MU Street 2    | 91  | 60  |        | 12 X 2 + 10 | 8 & 18       | 6               | 6                |
| MU Local 1     | 60  | 40  |        | 12 x 2      | 8            | 5               | 5                |
| MU Local 2     | 57  | 37  |        | 10.5 x 2    | 8            | 5               | 5                |
| MU Local 3     | 50  | 30  |        | 14 x 1      | 5            | 5               | 5                |
| MU Com Alley   | 20  | 20  |        | 10 x 2      | 0            | 0               | 0                |
| MU Res Alley 1 | 18  | 15  |        | 15X 1       | 0            | 0               | 0                |
| Fire Lane      | 26  | 26  |        | 13 x 2      | 0            | 0               | 0                |
| MU Res Alley 2 | 15  | 12  |        | 12 x 1      | 0            | 0               | 0                |

ROW = Right-of-way

C-C = Face of Curb-to-Face of Curb, add one foot for Back-to-Back dimension

MU = Mixed Use District

Note 1: Medians may be added to any street section. The Centerline of the street shall equal the face-of-curb of the median.

Note 2: Sidewalk widths are a minimum. They may be increased up to 18 feet in commercial areas and up to 12 feet in residential areas.

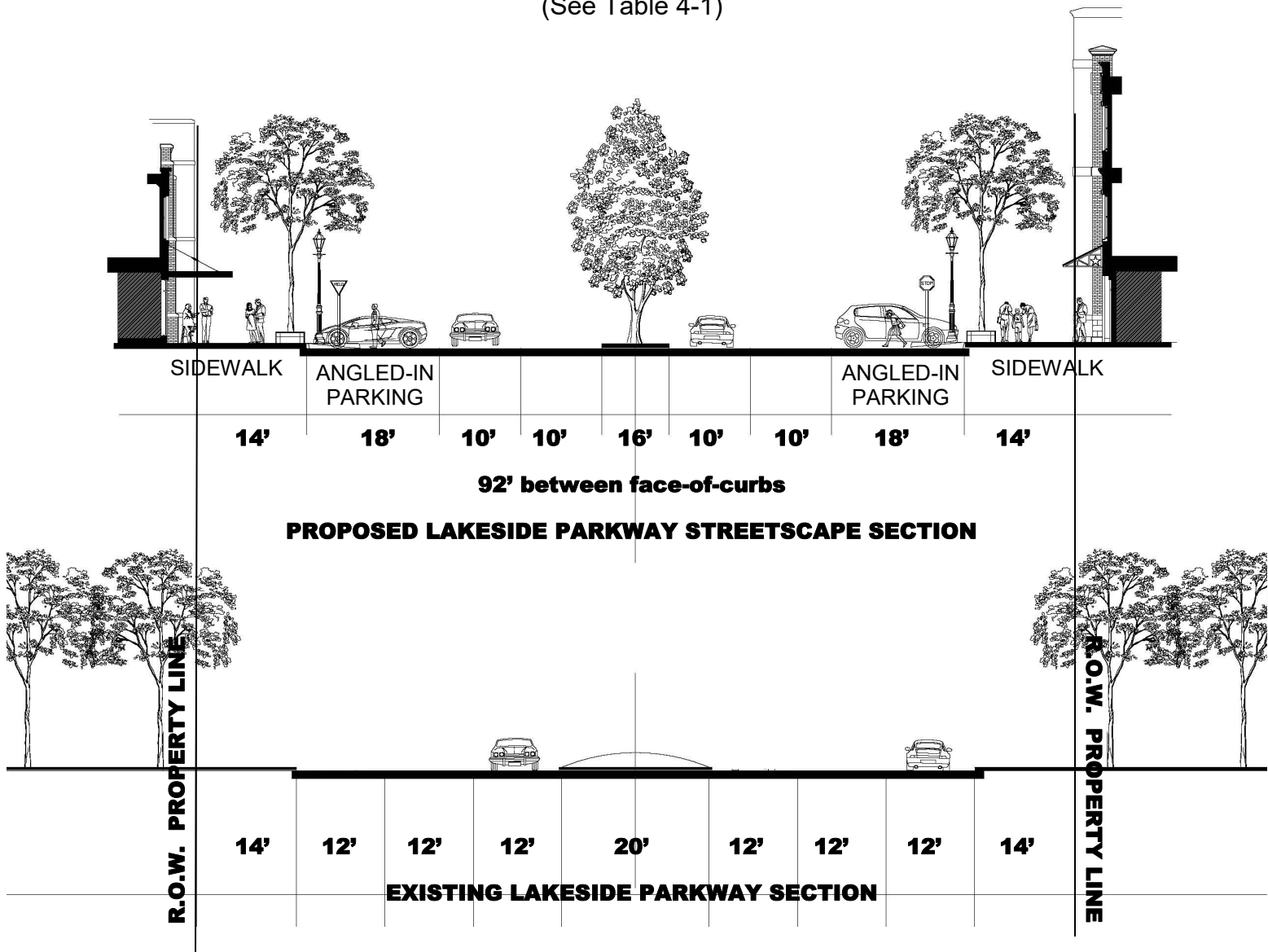
Note 3: Where ROW abuts a park, open space or alignment of the Trail network, the sidewalk may be reduced to 5 feet in width or eliminated.

Note 4: The MU Residential Alley may only serve single family lots.

Note 5: Lakeside Parkway, 14' sidewalk includes the 5' parkway width.

Note 6: ROW may contain conduit crossings under the roadway paving to facilitate irrigation, electrical service, outlets, lighting, controllers, and other services.

**STREET AND THOROUGHFARE STANDARDS:  
PROPOSED CHANGE TO LAKESIDE PARKWAY  
MU BOULEVARD  
(See Table 4-1)**



The Lakeside Parkway right-of-way is currently 120' wide, with 92' from curb to curb. It contains three 12' lanes in each direction with a 20' wide median.

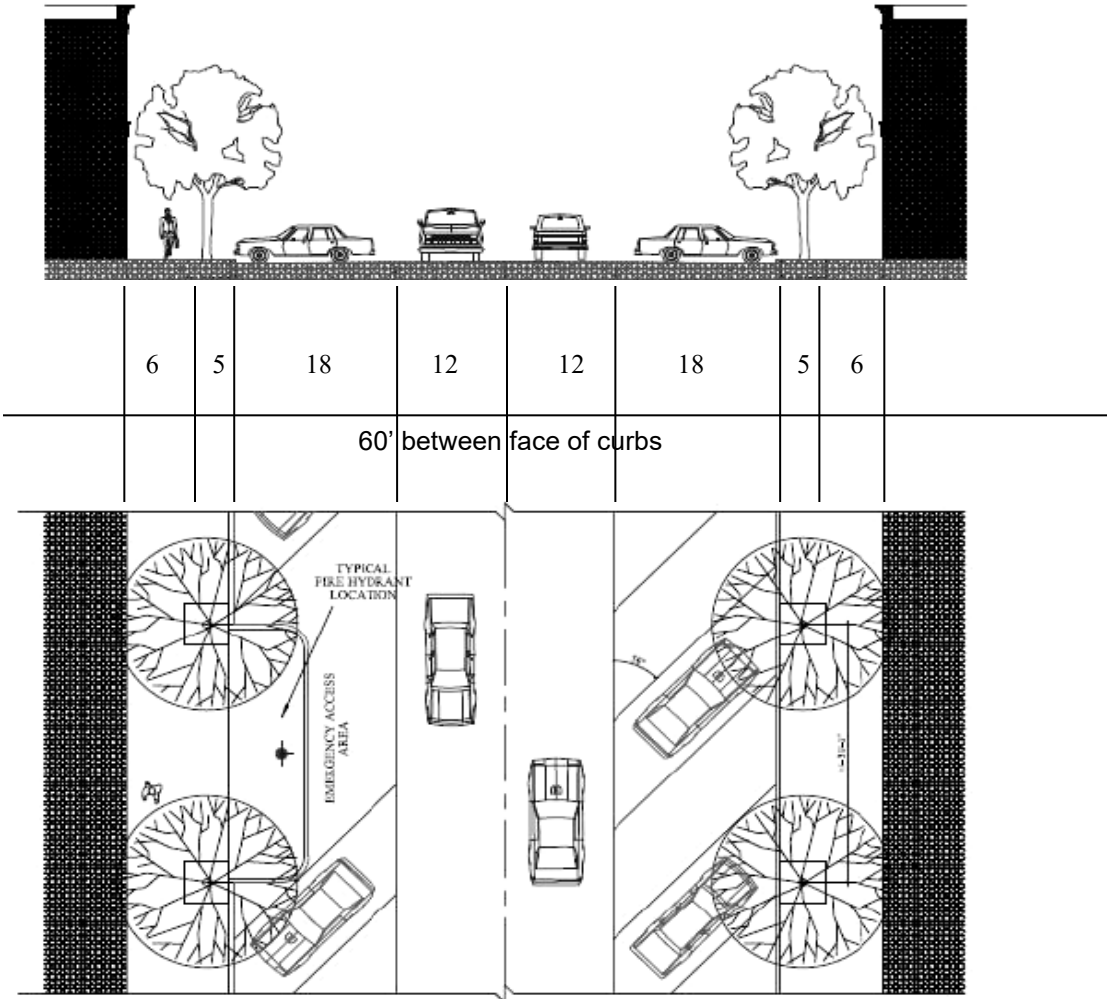
We propose to change the section to two 11' lanes in each direction and narrow the median to 12' in order to accommodate on-street, angled-in parking. Buildings would be placed within 8' of the

right-of-way property line. This allows the sidewalk to be as narrow as 14' feet or as wide as 22' to accommodate sidewalk dining and merchandising. Public plazas may be incorporated in addition to the setback requirements.

Fronting subzones  
MU-TMR(1)  
MU-C(1)  
MU-N(1)  
MU-TEN  
MU-C(3)

**THOROUGHFARE DESIGN**

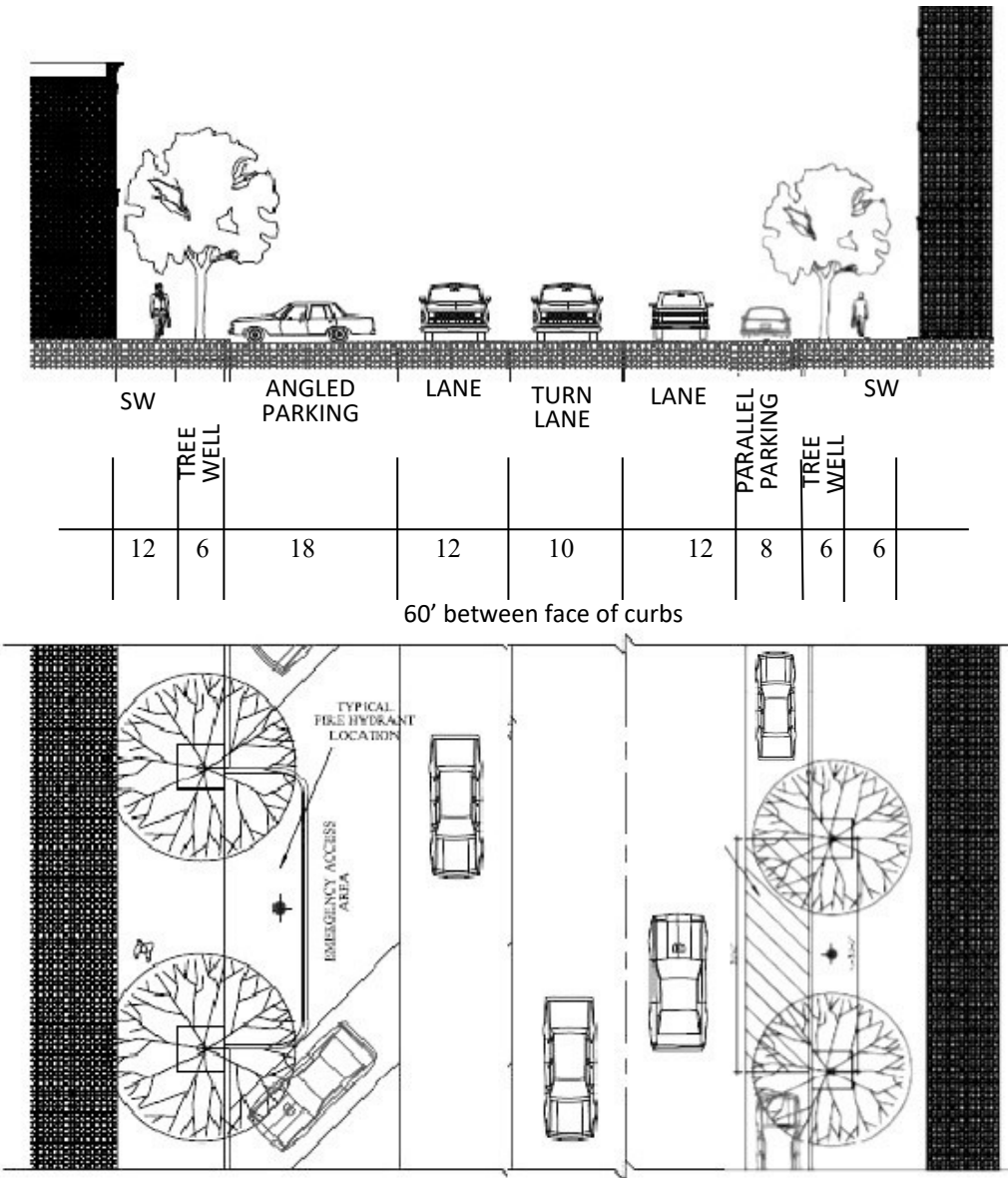
**MU STREET**  
(See Table 4-1)



- Permitted in Subzones  
MU-TMR(1)  
MU-C(1)  
MU-N(1)  
MU-N(2)  
MU-TEN  
MU-C(2)  
MU-C(3)

THOROUGHFARE DESIGN

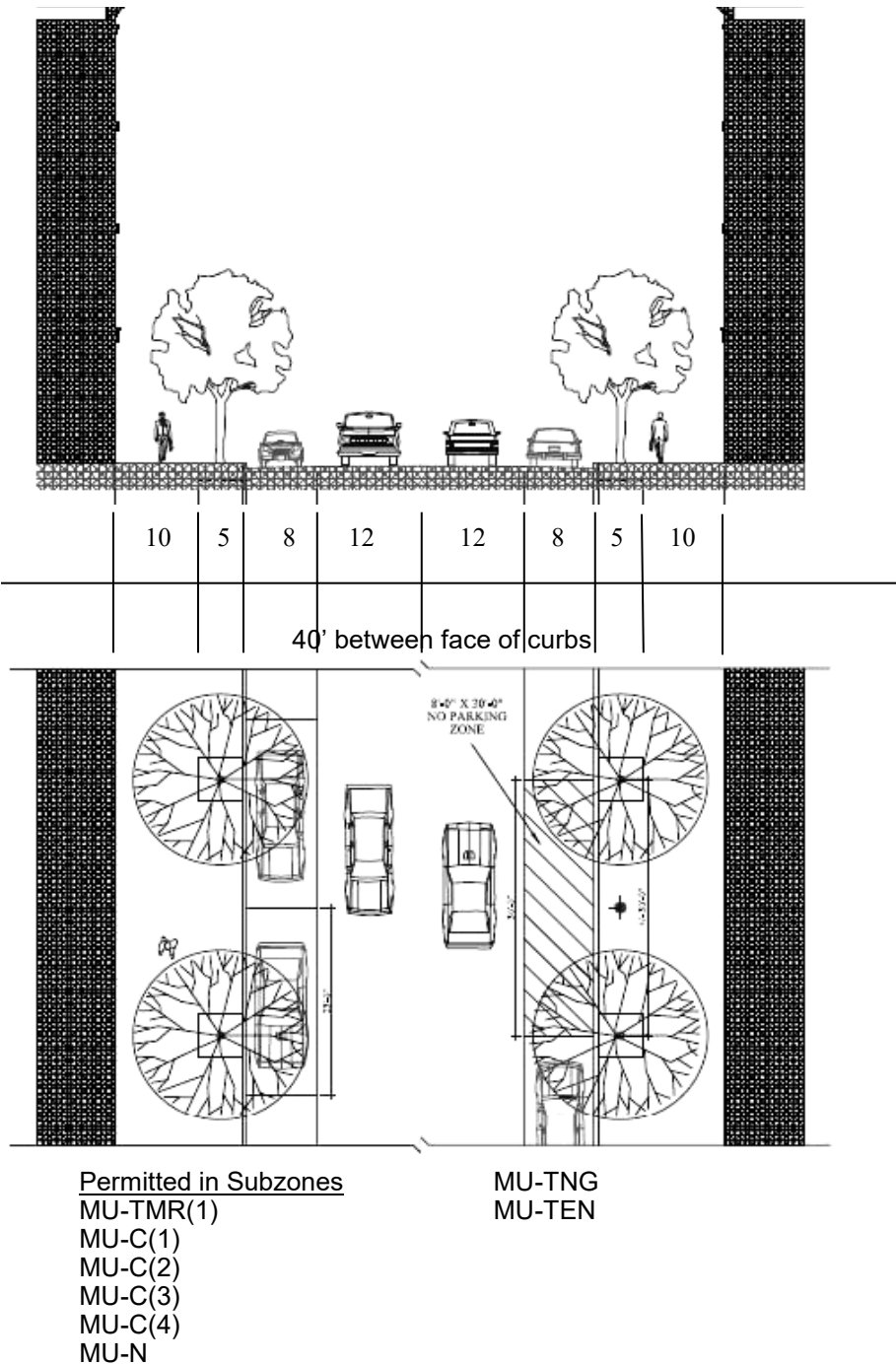
MU STREET 2  
(See Table 4-1)



Permitted in Subzones  
MU-TEN

THOROUGHFARE DESIGN

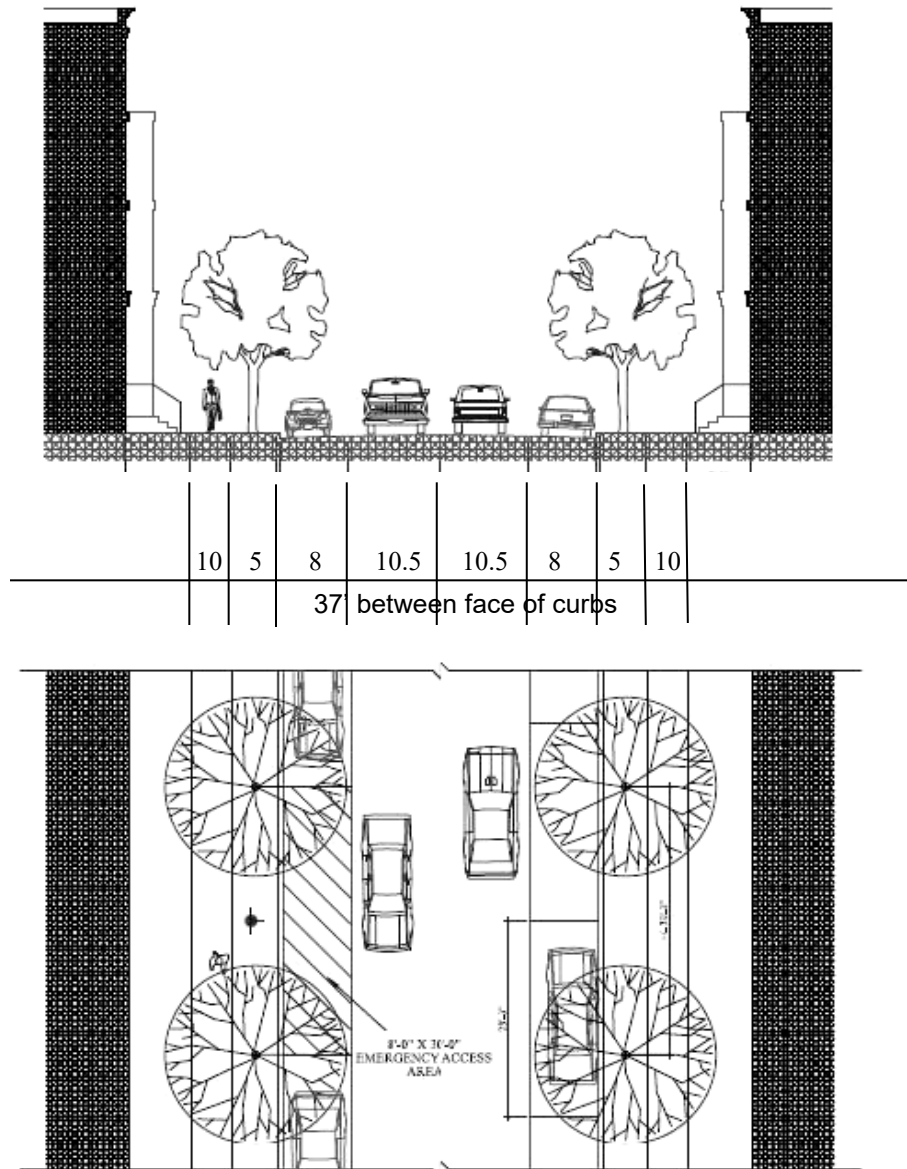
MU LOCAL 1  
(See Table 4-1)





## THOROUGHFARE DESIGN

### MU LOCAL 2 (See Table 4-1)



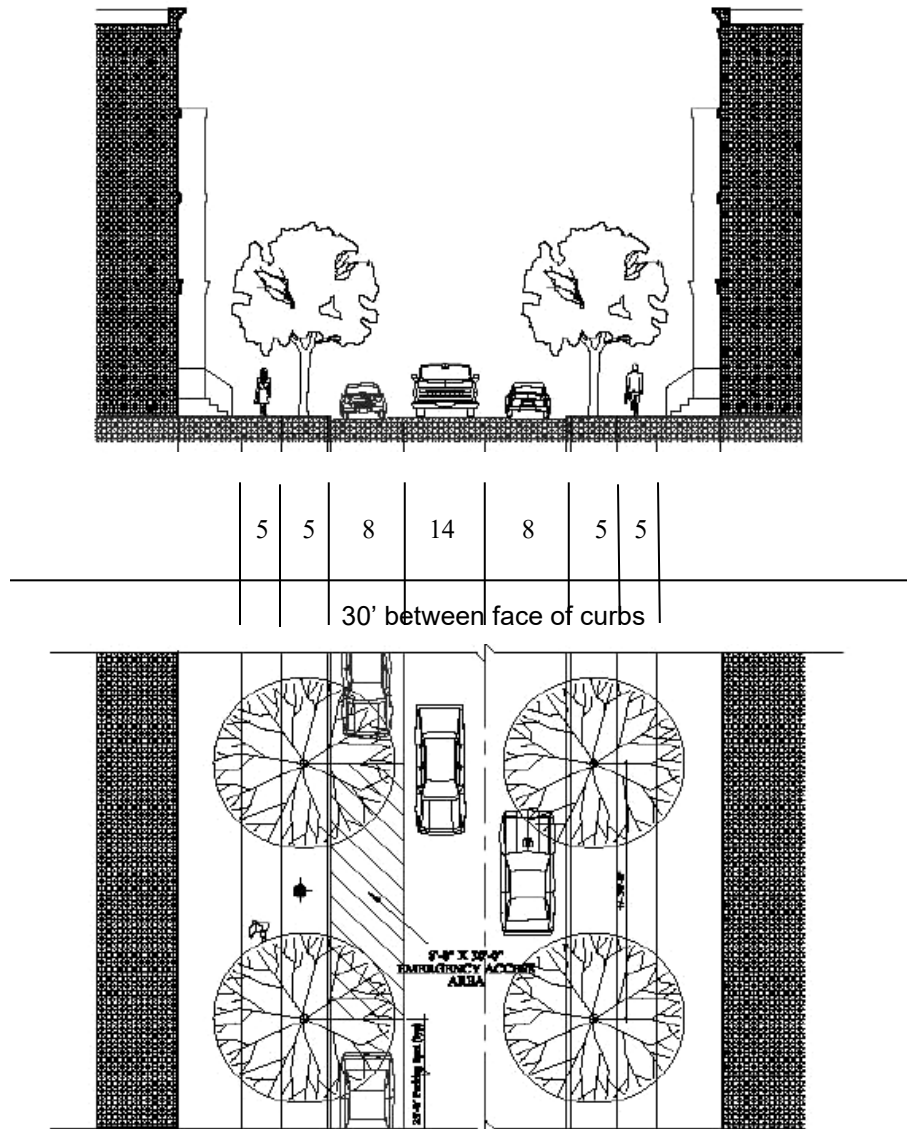
#### Permitted in Subzones

MU-TMR(1)  
MU-C(1)  
MU-C(2)  
MU-C(3)  
MU-C(4)  
MU-N

MU-TNG  
MU-TEN

## THOROUGHFARE DESIGN

MU LOCAL 3  
(See Table 4-1)

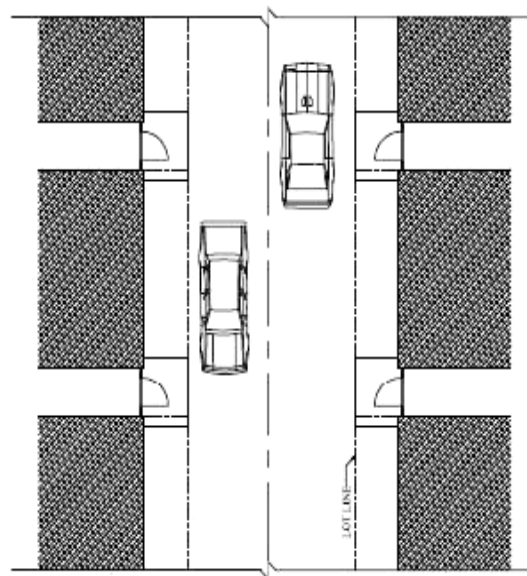
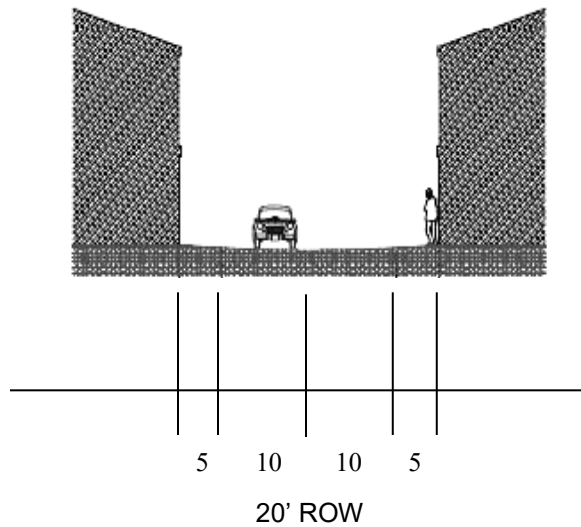


### Permitted in Subzones

MU-N(1)  
MU-N(2)  
MU-TNG  
MU-TEN  
MU-C(2)

## THOROUGHFARE DESIGN

### MU COMMERCIAL ALLEY (See Table 4-1)



#### Permitted in Subzones

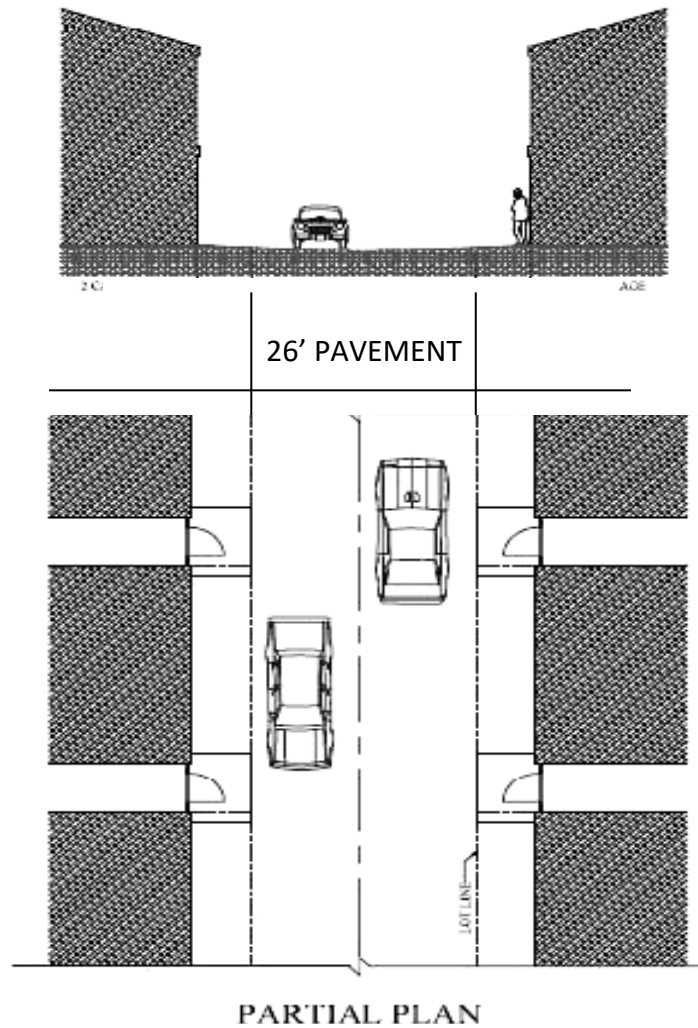
MU-TMR(1)  
MU-C(1)  
MU-N(1)  
MU-N(2)  
MU-TEN

MU-TMR(2)  
MU-C(2)  
MU-C(3)



## THOROUGHFARE DESIGN

### FIRE LANE (See Table 4-1)



No parking permitted in Fire Lane

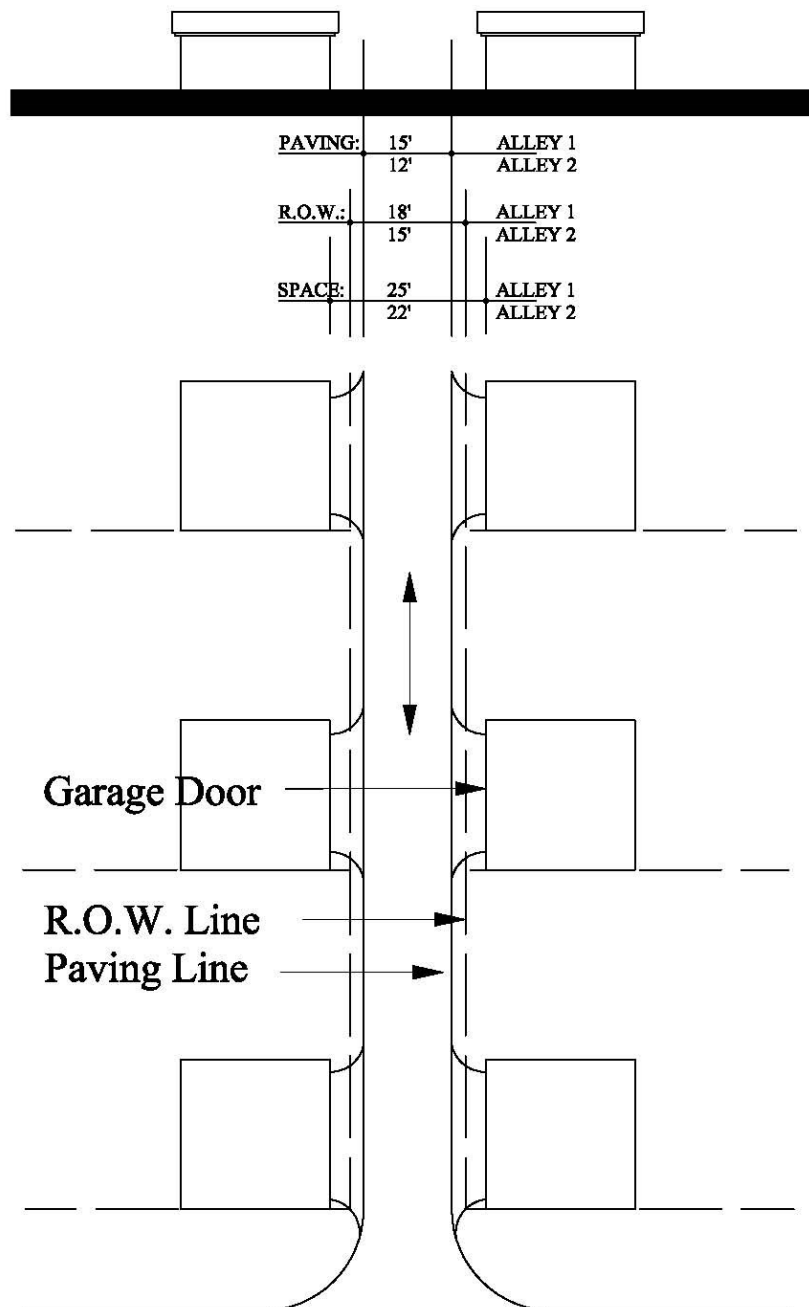
#### Permitted in Subzones

MU-TMR(1)  
MU-C(1)  
MU-N(1)  
MU-N(2)  
MU-TEN

MU-TMR(2)  
MU-C(2)  
MU-C(3)

## THOROUGHFARE DESIGN

### MU RESIDENTIAL ALLEY 1 & 2 (See Table 4-1)



Permitted in Subzones  
MU-N(1)  
MU-N(2)  
MU-TEN  
MU-TNG

**CIVIC/OPEN SPACE AND LANDSCAPE STANDARDS**

PARKS AND OPEN SPACE  
TRAILS  
LANDSCAPING

**FIGURE 5.1: PARK AND OPEN SPACE PLAN**

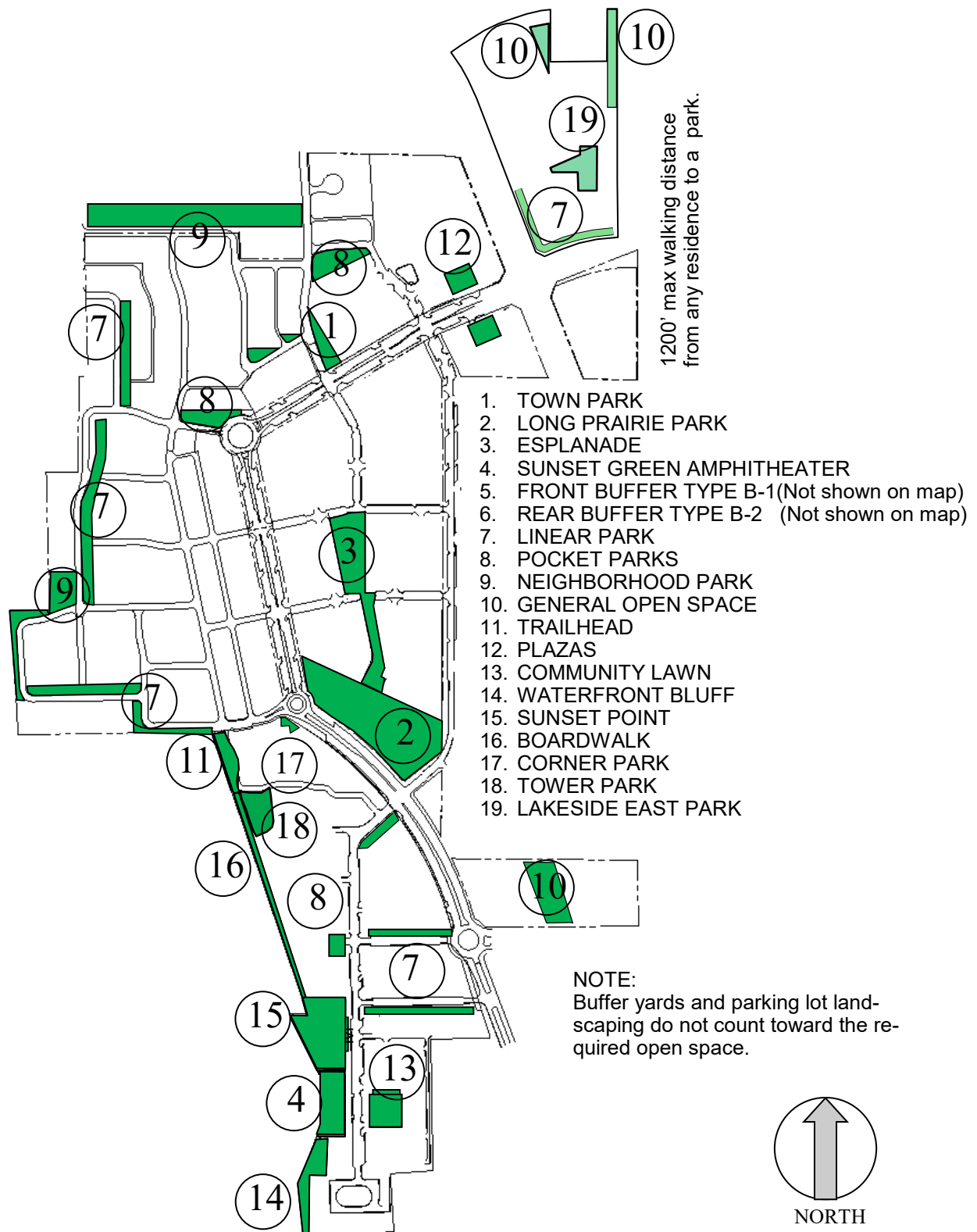


TABLE 5.1 OPEN SPACE MINIMUM REQUIRED

| SUBZONE TRACTS               | ACRES IN SUBZONE         | MINIMUM OPEN SPACE REQUIRED: PERCENTAGE | ADDITIONAL OPEN SPACE: PERCENTAGE | MINIMUM OPEN SPACE REQUIRED: ACRES | OPEN SPACE PROVIDED: ACRES | REQUIRED PARK TYPES           | MINIMUM NUMBER OF PARKS | MINIMUM AREA PER PARK | MINIMUM PARK AND OPEN SPACE AREA |
|------------------------------|--------------------------|-----------------------------------------|-----------------------------------|------------------------------------|----------------------------|-------------------------------|-------------------------|-----------------------|----------------------------------|
| <b>1 TOTAL TO DATE</b>       | 111.0                    | 7.6%                                    |                                   | 8.51                               | 10.42                      |                               |                         |                       |                                  |
| <b>2 MU-C(3)</b>             | 6.3                      |                                         |                                   | 0.50                               | 1.50                       | GENERAL OPEN SPACE            | 1                       |                       | 0.50                             |
| <i>BASE OPEN SPACE</i>       | <i>5% OF 6.3 ACRES</i>   |                                         | 0.32                              |                                    |                            |                               |                         |                       |                                  |
| <i>BONUS HEIGHT</i>          | <i>3% OF 6.3 ACRES</i>   |                                         | 0.19                              |                                    |                            |                               |                         |                       |                                  |
| <b>3 MU-TEN</b>              | 38.5                     |                                         |                                   | 3.61                               | 4.1                        | TOWER PARK                    | 1                       | 0.5                   | 0.5                              |
| <i>BASE OPEN SPACE</i>       | <i>5% OF 38.5 ACRES</i>  |                                         | 1.92                              |                                    |                            | COMMUNITY LAWN                | 1                       | 0.3                   | 0.3                              |
| <i>BONUS HEIGHT</i>          | <i>3% OF 38.5 ACRES</i>  |                                         | 1.15                              |                                    |                            | WATERFRONT BLUFF              | 1                       | 0.3                   | 0.3                              |
| <i>SINGLE FAMILY</i>         | <i>5% OF 10.6 ACRES</i>  |                                         | 0.53                              |                                    |                            | SUNSET GREEN                  | 1                       | 0.7                   | 0.7                              |
|                              |                          |                                         |                                   |                                    |                            | SUNSET POINT                  | 1                       | 0.3                   | 0.3                              |
|                              |                          |                                         |                                   |                                    |                            | BOARDWALK & TRAILHEAD         | 1                       | 1.2                   | 1.2                              |
|                              |                          |                                         |                                   |                                    |                            | VILLAGE GREEN                 | 1                       | 0.2                   | 0.2                              |
|                              |                          |                                         |                                   |                                    |                            | CORNER PARK                   | 1                       | 0.3                   | 0.3                              |
|                              |                          |                                         |                                   |                                    |                            | LINEAR PARKS                  | 3                       | 0.1                   | 0.3                              |
| <b>4 MU-TMR(3) + MU-N(2)</b> | 21.18                    |                                         |                                   | 1.7                                | 3.6                        |                               |                         |                       |                                  |
| <i>BASE OPEN SPACE</i>       | <i>5% OF 21.18 ACRES</i> |                                         | 1.06                              |                                    |                            | COURTYARD                     |                         |                       | 0.54                             |
| <i>BONUS HEIGHT</i>          | <i>3% OF 21.18 ACRES</i> |                                         | 0.64                              |                                    |                            | GENERAL OPEN SPACE            |                         |                       | 1.30                             |
|                              |                          |                                         |                                   |                                    |                            | PLAZA                         |                         |                       | 0.81                             |
|                              |                          |                                         |                                   |                                    |                            | DETENTION                     |                         |                       | 0.99                             |
| <b>PROJECT TOTALS</b>        | <b>176.98</b>            | <b>8.0%</b>                             |                                   | <b>14.32</b>                       | <b>19.62</b>               | <b>10.4% PROVIDED OVERALL</b> |                         |                       |                                  |

The table includes a summary of the completed portions of the Lakeside DFW project and the proposed portions in Lakeside Village.

Line 1 of the summary shows the aggregate acreage in the project permitted to date, the minimum open space required as a percentage of the gross area and as the minimum acres. It also shows the acreage of public open space provided. The total of provided open space only includes the specified park types and does not include Lakewood Park or miscellaneous landscaped areas.

Line 2 summarizes the requirements of Subzone MU-C(3) for the base open space, and the bonus height requirement, and the current allocation of open space subject to change at site plan application.

Line 3 summarizes the requirements of Subzone MU-TEN, including base open space, the added requirement for single

family, and the added requirement for bonus height.

Line 4 summarizes the open space requirements of the combined subzones MU-TMR(3) and MU-N(2) for the base open space and Bonus Height requirements.

This table, and the subsequent requirements, are intended to demonstrate how the aggregate parks and open spaces proposed for Lakeside DFW meet the requirements of the Ordinance LDR 03-08 (the Mixed Use Ordinance) and the Ordinance LDR 05-12 (Modification of park requirements in MU zoning).

Section 98-903 g of the MU Ordinance requires 5% minimum open space plus additional open space in specific categories; and it requires a variety of park types, pedestrian connectivity and access to existing wooded areas.

The requirements contained in this section provide those standards.

**5.1 Civic/Open Space Standards.**

- A. The following set of tables and illustrations enumerates and describes the standards for the various types of parks and civic/open spaces to be developed as a part of the overall Lakeside project. These categories are as follows:

**LAKESIDE DFW OPEN SPACES**

- POCKET PARKS
- NEIGHBORHOOD PARK
- LINEAR PARK
- TRAILHEAD
- TOWN PARK
- PLAZAS
- ESPLANADE
- LONG PRAIRIE PARK
- FRONT BUFFER TYPE B-1
- REAR BUFFER TYPE B-2
- GENERAL OPEN SPACE

**VILLAGE LAKEFRONT AREA**

- OS1: COMMUNITY LAWN
- OS2: WATERFRONT BLUFF
- OS3: SUNSET GREEN AMPHITHEATER
- OS4: SUNSET POINT
- OS5a: BOARDWALK
- OS5b: VILLAGE GREEN
- OS5c: CORNER PARK
- OS6: LINEAR PARKS

**LAKESIDE EAST**

- LAKESIDE EAST PARK
- GENERAL OPEN SPACE

- B. The provision of adequate and appropriate civic/open space areas shall be integral to all development in the district. The minimum requirement for civic/open space in the district is five percent of the gross area of the site

which shall be dedicated open space. Any open space provided in excess of five percent may be eligible for bonus provisions. Surplus open space in one subzone may be applied to deficiencies of open space in other subzones, provided the following conditions apply:

1. That the aggregate open space within all final platted property in the MU zoning district does not fall below 5% of the gross platted area; and
2. That the required park types identified in Table 5.1 are included in the platted area; and
3. That the plat complies with the open space standards in Section 3 of this Development Code.

Open spaces may be in the form of pocket parks, children's play areas, squares, linear greens, and environmental preserves, including floodplain areas. Active sports fields and structured recreational activities shall be limited to less than ten percent of any parks located in the district.

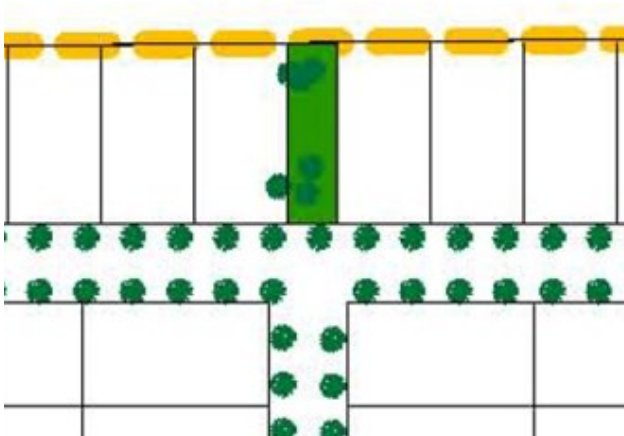
- C. Applicable Standards; Maintenance. Thoroughfare treatments, right-of-way and median landscaping requirements, buffers, street yard landscaping, perimeter area requirements, landscaping of parking lots and structures and all other landscape area requirements as set forth the Code of Ordinances shall not apply in Lakeside DFW, except as set forth in this Section 5. Planting, and maintenance of all landscaping in streets, sidewalks and open space common areas in Lakeside DFW shall be the obligation of the persons owning property in the district and may be managed through a Lakeside Owners' Association.

- D. This development Code includes proposed variances from the existing Land Development Regulations regarding tree preservation, park land dedication and park development fees that are permitted under Ordinances LDR 05-12.

**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**RESIDENTIAL POCKET PARKS**

| ITEM | STANDARD                 | REQ'D                                                                                                             |
|------|--------------------------|-------------------------------------------------------------------------------------------------------------------|
| #1   | Character                | Small, intimate, casual atmosphere, suitable for small children.                                                  |
| #2   | Minimum size             | 0.1 acres                                                                                                         |
| #3   | Maximum Size             | 0.25 acres                                                                                                        |
| #4   | Perimeter conditions     | Public Street Frontage on at least one side, residential fences of lot sides and rear may face the other 3 sides. |
| #5   | Plantings, pattern       | Trees and Turf, natural pattern of tree locations. One tree/2000 SF.                                              |
| #6   | Sidewalks/Hardscape      | Sidewalks and hardscape optional, no paving for parking permitted                                                 |
| #7   | Trail Connectivity       | Connection to sidewalks is required but connection to the trail system is not required                            |
| #8   | Location requirements    | At least one of the pocket parks must border the Lake Grapevine USACE property.                                   |
| #9   | Topography               | May be natural grade with slopes greater than 20%                                                                 |
| #10  | Water feature            | No water feature required                                                                                         |
| #11  | Structures               | Shade structures and toddler playground equipment optional                                                        |
| #12  | Furnishings              | Benches and trash receptacles                                                                                     |
| #13  | Lighting                 | No lighting required                                                                                              |
| #14  | Other considerations     |                                                                                                                   |
|      | Required in Sub Zones:   | MU-NG                                                                                                             |
|      | Permitted in Sub Zones:  | All except MU-C, MU-MR                                                                                            |
|      | Prohibited in Sub Zones: | MU-C, MU-MR                                                                                                       |

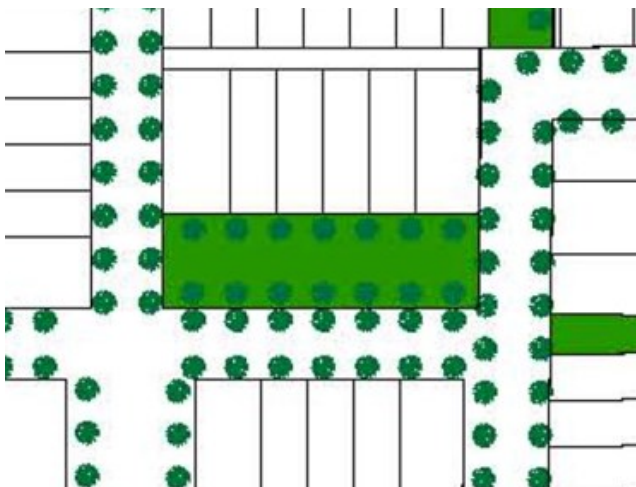




**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**RESIDENTIAL NEIGHBORHOOD PARKS**

| ITEM | STANDARD                 | REQ'D                                                                                                                            |
|------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| #1   | Character                | Medium sized, suitable for small gatherings and passive recreation.                                                              |
| #2   | Minimum size             | 0.25 acres                                                                                                                       |
| #3   | Maximum Size             | 1.0 acres                                                                                                                        |
| #4   | Perimeter conditions     | Public Street Frontage on at least 2 sides, building front facades must face least 2 sides. Lot Sides or rear may face one side. |
| #5   | Plantings, pattern       | Trees and turf, may be a natural pattern of trees or a formal geometric pattern. One tree/ 2000 SF                               |
| #6   | Sidewalks/Hardscape      | Concrete or masonry surface                                                                                                      |
| #7   | Trail Connectivity       | Connection to sidewalks is required but connection to the trail system is not required                                           |
| #8   | Location requirements    | The park should be centrally located or placed on a primary street.                                                              |
| #9   | Topography               | Must be generally level over most of the park area where people will walk                                                        |
| #10  | Water feature            | No water feature required                                                                                                        |
| #11  | Structures               | Shade structures are optional. Playground equipment is discouraged.                                                              |
| #12  | Furnishings              | Benches and trash receptacles; and items required by trail standards                                                             |
| #13  | Lighting                 | No lighting required, but pathway lighting is desirable.                                                                         |
| #14  | Other considerations     |                                                                                                                                  |
|      | Required in Sub Zones:   | MU-NG                                                                                                                            |
|      | Permitted in Sub Zones:  | All except MU-MR                                                                                                                 |
|      | Prohibited in Sub Zones: | MU-MR                                                                                                                            |

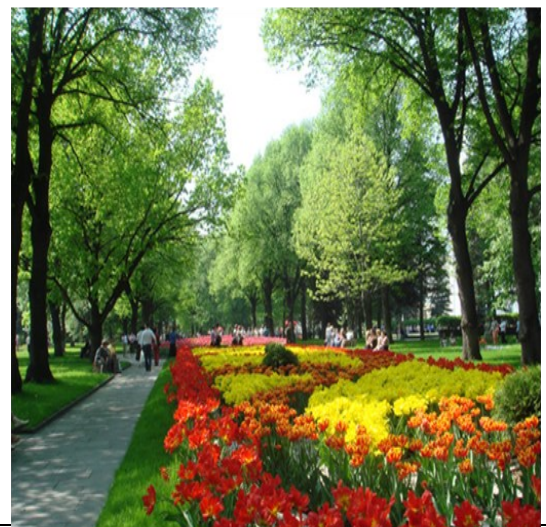
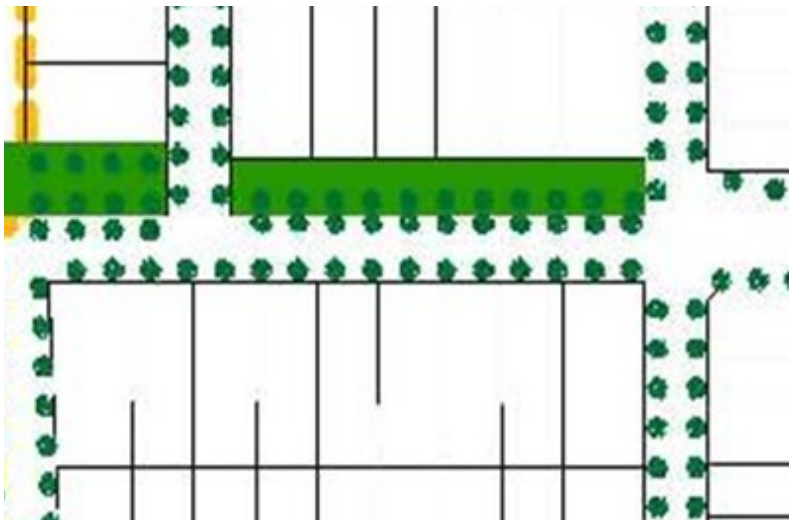




**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**LINEAR PARK**

| ITEM                     | STANDARD                                                                                                                      | REQ'D |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------|
| #1 Character             | Linear parks serve to enhance a right-of-way with additional green space and landscaping, incorporating sidewalks and trails. |       |
| #2 Minimum size          | No minimum area but a minimum of 20' in width.                                                                                | yes   |
| #3 Maximum Size          | No maximum but widths greater than 50' may be better categorized as a different type of park.                                 |       |
| #4 Perimeter conditions  | The longest dimension plus the ends should front on a public ROW, the remaining perimeter may face private land.              | yes   |
| #5 Plantings, pattern    | Regular tree placement matching street tree placement. Match street tree pattern.                                             | yes   |
| #6 Sidewalks/Hardscape   | The length of the park                                                                                                        | yes   |
| #7 Trail Connectivity    | not required                                                                                                                  |       |
| #8 Location requirements | Must be located adjacent to a public ROW                                                                                      | yes   |
| #9 Topography            | Generally must be as level as the sidewalks                                                                                   | yes   |
| #10 Water feature        | none required                                                                                                                 |       |
| #11 Structures           | none required                                                                                                                 |       |
| #12 Furnishings          | none required; unless required by trail standards                                                                             |       |
| #13 Lighting             | none required                                                                                                                 |       |
| #14 Other considerations |                                                                                                                               |       |
| Required in Sub Zones:   | MU-NG, MU-TEN                                                                                                                 | yes   |
| Permitted in Sub Zones:  | All                                                                                                                           |       |
| Prohibited in Sub Zones: | None                                                                                                                          |       |



**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**  
**TRAILHEAD**

| ITEM | STANDARD                                                                                                                                                                                                                               | REQ'D |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| #1   | Character<br>This is the transition between the urban character of the Lakeside development and the natural environment of Lake Grapevine, and should incorporate elements of both environments.                                       |       |
| #2   | Minimum size<br>0.15 acres                                                                                                                                                                                                             | yes   |
| #3   | Maximum Size<br>1 acre                                                                                                                                                                                                                 | yes   |
| #4   | Perimeter conditions<br>Must be bounded by the Lake Grapevine USACE property on at least on side, by a public ROW and front facades on another side, and may be adjacent to the sides or rear of buildings or lots on the other sides. | yes   |
| #5   | Plantings, pattern<br>Natural placement of trees and plantings, existing trees to remain where possible, some understory growth is permitted to define the wilderness atmosphere.                                                      | yes   |
| #6   | Sidewalks/Hardscape<br>The Lakeside trail system must traverse the park and connect to the USACE trail system. A small area for a bike rack and bicycle staging area is also required.                                                 | yes   |
| #7   | Trail Connectivity<br>Trail connection is required                                                                                                                                                                                     | yes   |
| #8   | Location requirements<br>Must be adjacent to the Lake Grapevine USACE property with connection to the USACE trail system.                                                                                                              | yes   |
| #9   | Topography<br>As natural as possible to accommodate the trails                                                                                                                                                                         | yes   |
| #10  | Water feature<br>not required                                                                                                                                                                                                          |       |
| #11  | Structures<br>not required                                                                                                                                                                                                             |       |
| #12  | Furnishings<br>Benches, trash receptacles, directory maps, and bike racks.; may be required by trail standards                                                                                                                         |       |
| #13  | Lighting<br>not required but permitted                                                                                                                                                                                                 |       |
| #14  | Other considerations                                                                                                                                                                                                                   |       |
|      | Required in Sub Zones:<br>MU-EN(3) provided the USACE allows a trail connection                                                                                                                                                        | yes   |
|      | Permitted in Sub Zones:<br>MU-NG, MU-EN,                                                                                                                                                                                               |       |
|      | Prohibited in Sub Zones:<br>Not applicable to other zones                                                                                                                                                                              |       |



**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**LAKESIDE TOWN PARK**

| ITEM | STANDARD                 | REQ'D                                                                                                                                         |
|------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| #1   | Character                | This is a primary public square for civic and community gatherings.                                                                           |
| #2   | Minimum size             | 0.4 acre                                                                                                                                      |
| #3   | Maximum Size             | 2 acres                                                                                                                                       |
| #4   | Perimeter conditions     | The entire perimeter must be bounded by public streets and front facades of residential or commercial buildings.                              |
| #5   | Plantings, pattern       | The planting patterns should be as formal and regular as the geometry of the park will allow. Plant at least 1 tree for each 2000 SF of park. |
| #6   | Sidewalks/Hardscape      | There must be sidewalks around the perimeter along the public ROW's and sidewalks through the park from all sides                             |
| #7   | Trail Connectivity       | The park is not required to be on the Lakeside trail system but it is highly desirable                                                        |
| #8   | Location requirements    | The park must have some frontage on Lakeside parkway.                                                                                         |
| #9   | Topography               | The park should be relatively flat and level within the perimeter sidewalks                                                                   |
| #10  | Water feature            | A water feature or sculpture is required as a focal point, but an alternative of equal merit may be substituted                               |
| #11  | Structures               | Shade structures may be added but are not required. Enclosed structures are not permitted.                                                    |
| #12  | Furnishings              | Benches, trash receptacles are required; and items required by trail standards                                                                |
| #13  | Lighting                 | Adequate lighting either by sidewalk bollard or by lighting standard is required                                                              |
| #14  | Other considerations     |                                                                                                                                               |
|      | Required in Sub Zones:   | MU-C(1)                                                                                                                                       |
|      | Permitted in Sub Zones:  | All                                                                                                                                           |
|      | Prohibited in Sub Zones: | None                                                                                                                                          |

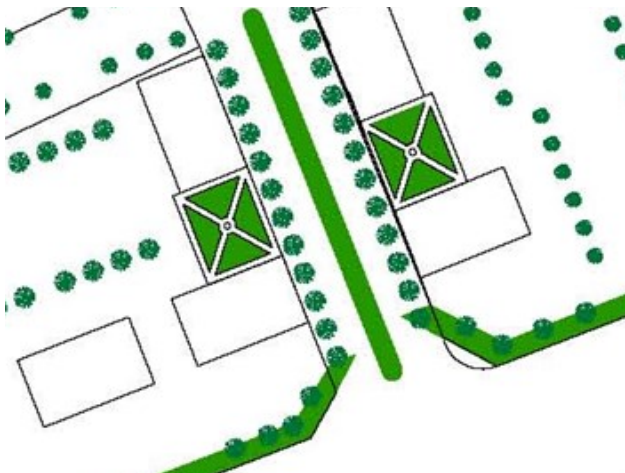




**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**PLAZAS**

| ITEM                     | STANDARD                                                                                                                                                                     | REQ'D |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| #1 Character             | Small, hard-surfaced public spaces adjacent to the most intensive occupancies, fronting the major public ROW.                                                                |       |
| #2 Minimum size          | No min                                                                                                                                                                       |       |
| #3 Maximum Size          | No max                                                                                                                                                                       |       |
| #4 Perimeter conditions  | Building Front or side façade on at least 2 sides of the plaza, Lakeside Parkway ROW on one side. Plaza must be screened from the parking lot by a wall or landscape screen. | yes   |
| #5 Plantings, pattern    | Trees may be planted in tree wells. Trees or shade structures should be located to provide some shade adjacent to the building for customers and patrons.                    | yes   |
| #6 Sidewalks/Hardscape   | May be paved up to 100%                                                                                                                                                      |       |
| #7 Trail Connectivity    | Not required                                                                                                                                                                 |       |
| #8 Location requirements | Must be located between buildings and Lakeside Parkway.                                                                                                                      | yes   |
| #9 Topography            | Generally level                                                                                                                                                              |       |
| #10 Water feature        | Not required                                                                                                                                                                 |       |
| #11 Structures           | Shade structures or trees at maturity or oriented so that the buildings provide the shade                                                                                    | yes   |
| #12 Furnishings          | None required, but should be designed for moveable furnishings; unless required by trail standards                                                                           |       |
| #13 Lighting             | None required, but imaginative alternative lighting solutions are desirable                                                                                                  |       |
| #14 Other considerations |                                                                                                                                                                              |       |
| Required in Sub Zones:   | MU-C(1), MU-MR(1)                                                                                                                                                            | yes   |
| Permitted in Sub Zones:  | All except MU-NG                                                                                                                                                             |       |
| Prohibited in Sub Zones: | MU-NG                                                                                                                                                                        |       |



**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**ESPLANADE**

| ITEM | STANDARD                                                                                                                                                                                                                                                                                                    | REQ'<br>D |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| #1   | Character<br>This is the central green space for the multifamily neighborhood and acts as the unifying element and a place for public gatherings and recreation. The green space may be monolithic or may divided into multiple contiguous pieces divided by roadways.                                      |           |
| #2   | Minimum size<br>1.25 acres; 50' in width                                                                                                                                                                                                                                                                    | yes       |
| #3   | Maximum Size<br>No Maximum                                                                                                                                                                                                                                                                                  |           |
| #4   | Perimeter conditions<br>The perimeter is bounded by residential buildings or streets or other parks on all sides. Plant 1 tree for each 3000 SF.                                                                                                                                                            | yes       |
| #5   | Plantings, pattern<br>Since the area is large, portions of the area may be natural and irregular in the planting pattern but the natural undergrowth is not permitted. Planting consists primarily of turf and trees but shrubbery near the buildings is required and areas of seasonal color is desirable. | yes       |
| #6   | Sidewalks/Hardscape<br>Sidewalks within the street ROW may be included in the park. Small seating alcoves may be paved but large paved areas are discouraged.                                                                                                                                               |           |
| #7   | Trail Connectivity<br>The Lakeside trail system must traverse the park.                                                                                                                                                                                                                                     | yes       |
| #8   | Location requirements<br>The park must be bounded by residential buildings, and it must connect to the Long Prairie Park.                                                                                                                                                                                   | yes       |
| #9   | Topography<br>The park should be substantially level unless berms, swales, mounds, or water features are used to enhance the landscaping.                                                                                                                                                                   |           |
| #10  | Water feature<br>A water feature is encouraged but not required.                                                                                                                                                                                                                                            |           |
| #11  | Structures<br>Small shade structures are encouraged but not required. Enclosed space is not permitted.                                                                                                                                                                                                      |           |
| #12  | Furnishings<br>Benches and trash receptacles are required; and items required by trail standards                                                                                                                                                                                                            | yes       |
| #13  | Lighting<br>Street lighting should be sufficient, but if the street is located farther from the walkways, low level pathway lighting is encouraged.                                                                                                                                                         |           |
| #14  | Other considerations                                                                                                                                                                                                                                                                                        |           |
|      | Required in Sub Zones: MU-N                                                                                                                                                                                                                                                                                 | yes       |
|      | Permitted in Sub Zones: MU-N                                                                                                                                                                                                                                                                                |           |
|      | Prohibited in Sub Zones: All except MU-N                                                                                                                                                                                                                                                                    |           |

## PARK AND OPEN SPACE STANDARDS

### THE ESPLANADE





**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

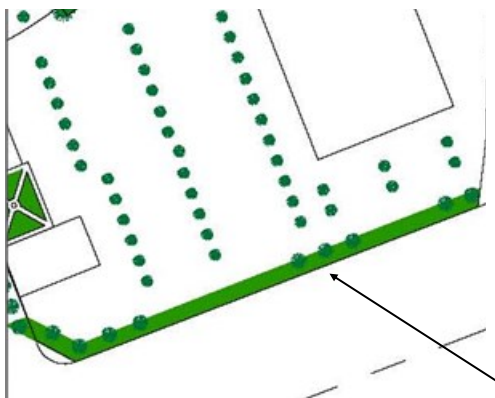
**LONG PRAIRIE PARK**

| ITEM | STANDARD                                                                                                                                                                                                                                                                                                                                                                                                                                                   | REQ'<br>D |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| #1   | Character<br><br>This area includes some floodplain and should remain as natural as possible and still fulfill its function as the park amenity as well as floodplain and detention area. To the extent permitted by local, state and federal regulation, the underbrush should be cleared, the grades smoothed to facilitate pedestrian use and hydraulic requirements. Turf shall be planted in the large areas of open space that are relatively level. |           |
| #2   | Minimum size<br>2.4 acres                                                                                                                                                                                                                                                                                                                                                                                                                                  | yes       |
| #3   | Maximum Size<br>No maximum                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |
| #4   | Perimeter conditions<br>Usually separates the public arterial traffic from the private parking areas, but may be used in other situations.                                                                                                                                                                                                                                                                                                                 |           |
| #5   | Plantings, pattern<br>Typically hedges and trees that provide strong visual screening are most desirable placed closely together. Along 2499, the tree canopy is more desirable to permit views into the development.                                                                                                                                                                                                                                      | yes       |
| #6   | Sidewalks/Hardscape<br>A trail may lead down to a water feature, other paths should be natural turf or crushed stone paths except for the Lakeside Trail system.                                                                                                                                                                                                                                                                                           |           |
| #7   | Trail Connectivity<br>The park must connect to the Lakeside Trail System.                                                                                                                                                                                                                                                                                                                                                                                  | Yes       |
| #8   | Location requirements<br>Where a transition between uses is needed                                                                                                                                                                                                                                                                                                                                                                                         |           |
| #9   | Topography<br>Natural topography should be maintained as much as possible, with no disturbance of slopes over 12%.                                                                                                                                                                                                                                                                                                                                         |           |
| #10  | Water feature<br>A water retention pond may be maintained within the park, including a dock feature for interaction with the water.                                                                                                                                                                                                                                                                                                                        |           |
| #11  | Structures<br>Shade structures are permitted. Some enclosed structures are permitted for seasonal or recreational use such as snow cone sales or other kiosk-type uses. No parking is permitted within the park, all parking must be on-street adjacent to the park.                                                                                                                                                                                       |           |
| #12  | Furnishings<br>Benches and trash receptacles are permitted, picnic tables are not permitted; See items required by trail standards                                                                                                                                                                                                                                                                                                                         |           |
| #13  | Lighting<br>Lighting is permitted but not required.                                                                                                                                                                                                                                                                                                                                                                                                        |           |
| #14  | Other considerations<br>May be used to accommodate a Homeowners' Association Clubhouse, and/or a dog park.                                                                                                                                                                                                                                                                                                                                                 |           |
|      | Required in Sub Zones:<br>MU-C(2)                                                                                                                                                                                                                                                                                                                                                                                                                          |           |
|      | Permitted in Sub Zones:<br>Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                  |           |
|      | Prohibited in Sub Zones:<br>Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                 |           |

**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**BUFFERS - B-1**

| ITEM | STANDARD                                                                                                                                                                                                                                                                                                      | REQ'<br>D |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| #1   | Character<br>This is the space separating differing uses and serving as a transition where walls would be inappropriate. The B-1 buffer is generally a front or primary buffer between an arterial roadway and the front of the project. It is generally landscaped with trees, shrubbery and seasonal color. |           |
| #2   | Minimum size<br>Minimum buffer width between a parking area and FM 2499 is 15'                                                                                                                                                                                                                                | yes       |
| #3   | Maximum Size<br>No max                                                                                                                                                                                                                                                                                        |           |
| #4   | Perimeter conditions<br>Usually separates the public arterial traffic from the private parking areas, but may be used in other situations.                                                                                                                                                                    |           |
| #5   | Plantings, pattern<br>Typically hedges and trees that provide strong visual screening. Along 2499, a higher tree canopy is more desirable to permit views into the development under the tree canopy from the arterial.                                                                                       | yes       |
| #6   | Sidewalks/Hardscape<br>Permitted                                                                                                                                                                                                                                                                              |           |
| #7   | Trail Connectivity<br>Permitted                                                                                                                                                                                                                                                                               |           |
| #8   | Location requirements<br>Where a transition between uses is needed, particularly along FM 2499                                                                                                                                                                                                                |           |
| #9   | Topography<br>Grade provides the transition as needed between the uses, no maximum grade. Retaining walls are permitted.                                                                                                                                                                                      |           |
| #10  | Water feature<br>None required                                                                                                                                                                                                                                                                                |           |
| #11  | Structures<br>None required; signage permitted                                                                                                                                                                                                                                                                |           |
| #12  | Furnishings<br>None                                                                                                                                                                                                                                                                                           |           |
| #13  | Lighting<br>None required, lighting permitted from ground mounted lighting                                                                                                                                                                                                                                    |           |
| #14  | Other considerations<br>Driveways are permitted to cross Buffers                                                                                                                                                                                                                                              |           |
|      | Required in Sub Zones:<br>MU-MR                                                                                                                                                                                                                                                                               |           |
|      | Permitted in Sub Zones:<br>All                                                                                                                                                                                                                                                                                |           |
|      | Prohibited in Sub Zones:<br>None                                                                                                                                                                                                                                                                              |           |

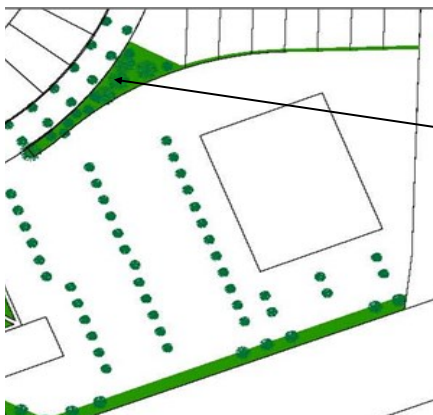




**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**BUFFERS - B-2**

| ITEM | STANDARD                                                                                                                                                                                                                                                                 | REQ'D |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| #1   | Character<br>This is the space separating differing uses and protecting one use from the impact of another use. Walls are permitted. The B-2 buffer is generally a rear or side buffer. It is generally landscaped in conjunction with a wall or solid visual screening. |       |
| #2   | Minimum size<br>Minimum buffer width between a residential and a commercial use is a 6' to 8' high masonry wall with a landscaping strip that is 3' minimum in width.                                                                                                    | yes   |
| #3   | Maximum Size<br>No max                                                                                                                                                                                                                                                   |       |
| #4   | Perimeter conditions<br>Usually separates the single family detached lots from the commercial service areas, but may be used in other situations.                                                                                                                        |       |
| #5   | Plantings, pattern<br>Solid hedges and smaller trees placed closely together providing strong visual screening is most desirable.                                                                                                                                        | yes   |
| #6   | Sidewalks/Hardscape<br>Permitted                                                                                                                                                                                                                                         |       |
| #7   | Trail Connectivity<br>Permitted                                                                                                                                                                                                                                          |       |
| #8   | Location requirements<br>Where a transition between uses is needed                                                                                                                                                                                                       |       |
| #9   | Topography<br>Grade provides the transition as needed between the uses, no maximum grade. Retaining walls are permitted.                                                                                                                                                 |       |
| #10  | Water feature<br>None required                                                                                                                                                                                                                                           |       |
| #11  | Structures<br>Masonry walls, between 6' and 8' in height                                                                                                                                                                                                                 |       |
| #12  | Furnishings<br>None                                                                                                                                                                                                                                                      |       |
| #13  | Lighting<br>None required                                                                                                                                                                                                                                                |       |
| #14  | Other considerations<br>Pedestrian and vehicular passages are permitted in the buffers.                                                                                                                                                                                  |       |
|      | Required in Sub Zones:<br>MU-MR only if the rear of the commercial development abuts single family detached lots.                                                                                                                                                        |       |
|      | Permitted in Sub Zones:<br>All                                                                                                                                                                                                                                           |       |
|      | Prohibited in Sub Zones:<br>None                                                                                                                                                                                                                                         |       |



**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**GENERAL OPEN SPACE**

| ITEM | STANDARD                                                                                                                                                                                                                                | REQ'D |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| #1   | Character<br>This is unprogrammed area, not including buffers and medians, that is open to the public either as property dedicated to an association, under a common area maintenance agreement, or an easement granting public access. |       |
| #2   | Minimum size<br>No min                                                                                                                                                                                                                  |       |
| #3   | Maximum Size<br>No max                                                                                                                                                                                                                  |       |
| #4   | Perimeter conditions<br>No specific restrictions                                                                                                                                                                                        |       |
| #5   | Plantings, pattern<br>Natural existing trees take precedence, with additional ground cover or turf as appropriate.                                                                                                                      |       |
| #6   | Sidewalks/Hardscape<br>Paths, sidewalks and trail network are permitted                                                                                                                                                                 |       |
| #7   | Trail Connectivity<br>Not required                                                                                                                                                                                                      |       |
| #8   | Location requirements<br>No specific restrictions                                                                                                                                                                                       |       |
| #9   | Topography<br>No specific restrictions                                                                                                                                                                                                  |       |
| #10  | Water feature<br>Water features are permitted but not required.                                                                                                                                                                         |       |
| #11  | Structures<br>Enclosed structures under 900 SF are permitted and must be located at least 10' from other structures. Larger structures are permitted, such as gazebos or porches, provided they are not fully enclosed buildings        |       |
| #12  | Furnishings<br>No furnishings are required; unless required by trail standards                                                                                                                                                          |       |
| #13  | Lighting<br>No lighting is required.                                                                                                                                                                                                    |       |
| #14  | Other considerations                                                                                                                                                                                                                    |       |
|      | Required in Sub Zones:                                                                                                                                                                                                                  |       |
|      | Permitted in Sub Zones:                                                                                                                                                                                                                 | All   |
|      | Prohibited in Sub Zones:                                                                                                                                                                                                                |       |

**PARK AND OPEN SPACE STANDARDS:  
PROPOSED PARK TYPOLOGY**

VILLAGE LAKEFRONT AREA OPEN SPACE STANDARD IS SUPERCEDED BY THE FOLLOWING SPECIFIC OPEN SPACE STANDARDS.

**VILLAGE LAKEFRONT AREA**

- **OS1: COMMUNITY LAWN**
- **OS2: WATERFRONT BLUFF**
- **OS3: SUNSET GREEN AMPHITHEATER**
- **OS4: SUNSET POINT**
- **OS5a: BOARDWALK**
- **OS5b: VILLAGE GREEN**
- **OS5c: CORNER PARK**
- **OS5d: TOWER PARK**
- **OS6: LINEAR PARK** (See Page 56 for Linear Park standards)

**VILLAGE LAKEFRONT AREA**

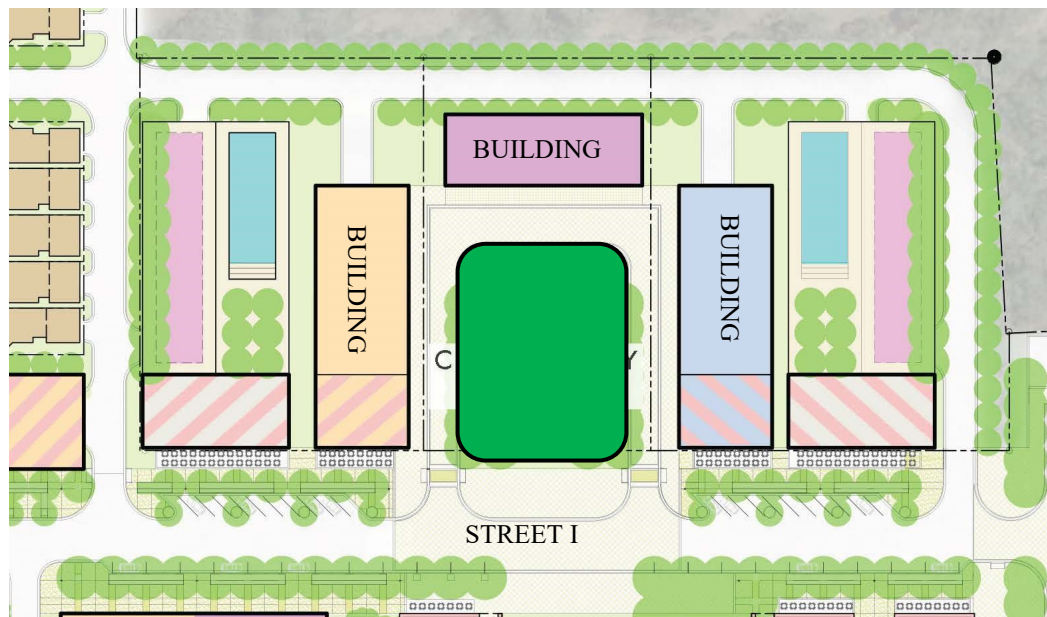




**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**OS1: COMMUNITY LAWN**

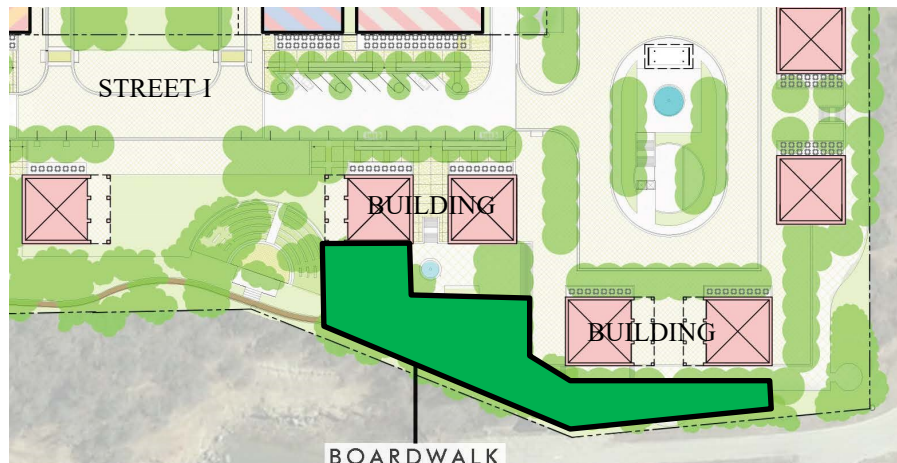
| ITEM | STANDARD                 | REQ'D                                                                                                |
|------|--------------------------|------------------------------------------------------------------------------------------------------|
| #1   | Character                | Broad lawn for public gatherings and events. Event-specific furnishings would be provided for events |
| #2   | Minimum size             | 13,000 SF                                                                                            |
| #3   | Maximum Size             | None                                                                                                 |
| #4   | Perimeter conditions     | Front Building Facades, Street I,                                                                    |
| #5   | Plantings, pattern       | Perimeter trees at 30' on center                                                                     |
| #6   | Sidewalks/Hardscape      | Perimeter sidewalk 6' width minimum                                                                  |
| #7   | Trail Connectivity       | Connect to sidewalk on Street I                                                                      |
| #8   | Location requirements    | See Subzone Rules for MU-TEN                                                                         |
| #9   | Topography               | Generally level, but elevated 2 to 3 feet above sidewalk on Street I                                 |
| #10  | Water feature            | Optional                                                                                             |
| #11  | Structures               | None required                                                                                        |
| #12  | Furnishings              | Trash Receptacles                                                                                    |
| #13  | Lighting                 | Street lights or perimeter bollard lighting                                                          |
| #14  | Other considerations     |                                                                                                      |
|      | Required in Sub Zones:   | MU-TEN                                                                                               |
|      | Permitted in Sub Zones:  |                                                                                                      |
|      | Prohibited in Sub Zones: |                                                                                                      |



**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

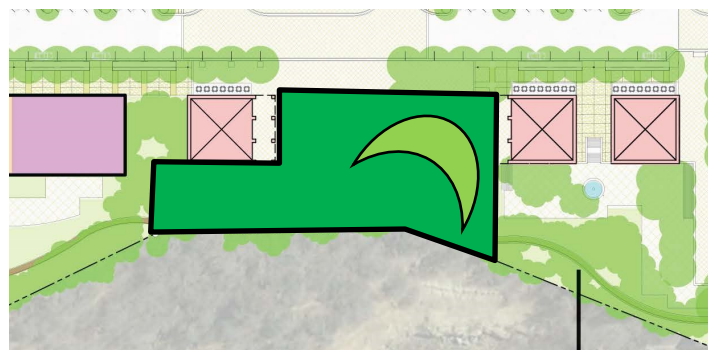
**OS2: WATERFRONT BLUFF**

| ITEM | STANDARD                 | REQ'D                                                                                                                                                                                |
|------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| #1   | Character                | Combination of natural grade, pedestrian trails and public and commercial terraces acting as the terminus to the trail.                                                              |
| #2   | Minimum size             | 0.3 acres                                                                                                                                                                            |
| #3   | Maximum Size             | None                                                                                                                                                                                 |
| #4   | Perimeter conditions     | Boundary with Lake to west, terraces and restaurants to east                                                                                                                         |
| #5   | Plantings, pattern       | Existing trees where natural grade allows, Additional planting between terraces, and within terrace structures.                                                                      |
| #6   | Sidewalks/Hardscape      | Trail type T-6 connecting terraces to the adjacent Open space OS3                                                                                                                    |
| #7   | Trail Connectivity       | Natural trail type T-6, Required trail connectivity within a public use easement at least 5' east of the trail and extending to the western property boundary of the microzone MZ-2. |
| #8   | Location requirements    | See Subzone Rules: OS2 is the transitional open space between the commercial buildings and the Lake Grapevine open space.                                                            |
| #9   | Topography               | Natural topography along western edge, terraced along buildings                                                                                                                      |
| #10  | Water feature            | Optional                                                                                                                                                                             |
| #11  | Structures               | Dining Terraces, Stairs between terrace levels                                                                                                                                       |
| #12  | Furnishings              | None Required, dining furniture anticipated.                                                                                                                                         |
| #13  | Lighting                 | Lighting may be a combination of bollards, string lights, building lighting, and others, but a minimum of 1.5 foot-candles is required on dining terraces and the Trail connection.  |
| #14  | Other considerations     | May include stairs and retaining walls to be designed as an extension of the building architecture.                                                                                  |
|      | Required in Sub Zones:   | MU-TEN                                                                                                                                                                               |
|      | Permitted in Sub Zones:  |                                                                                                                                                                                      |
|      | Prohibited in Sub Zones: |                                                                                                                                                                                      |



**PARK AND OPEN SPACE STANDARDS:  
PROPOSED PARK TYPOLOGY  
OS3: SUNSET GREEN AMPHITHEATER**

| ITEM | STANDARD                 | REQ'<br>D                                                                                                                                                                                                                                |
|------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| #1   | Character                | This is an open air venue for public or private gatherings, events or performances                                                                                                                                                       |
| #2   | Minimum size             | 0.7 acres                                                                                                                                                                                                                                |
| #3   | Maximum Size             | No max                                                                                                                                                                                                                                   |
| #4   | Perimeter conditions     | Views of the lake are to be preserved to the west. Accessible from Street I sidewalk.                                                                                                                                                    |
| #5   | Plantings, pattern       | Natural existing trees should be preserved where possible and incorporated into the tiered seating. The tier treads should be primarily turf, tier risers may be stone or concrete.                                                      |
| #6   | Sidewalks/Hardscape      | The seating tiers shall be hard edged, concrete or stone, with concrete or stone steps between tiers. The stage shall be concrete or TREX or TREX like material with 10 or more years of product warranty.                               |
| #7   | Trail Connectivity       | The Lakeside Trail System trail type T-6 shall connect to the Amphitheater. Required trail connectivity within a public use easement at least 5' east of the trail and extending to the western property boundary of the microzone MZ-3. |
| #8   | Location requirements    | Must be bounded by Lake Grapevine USACE property to the west.                                                                                                                                                                            |
| #9   | Topography               | Existing grade may be re-graded to achieve an optimal seating configuration.                                                                                                                                                             |
| #10  | Water feature            | None                                                                                                                                                                                                                                     |
| #11  | Structures               | The overall size and capacity of the structure should be able to accommodate at least 125 people seated.                                                                                                                                 |
| #12  | Furnishings              |                                                                                                                                                                                                                                          |
| #13  | Lighting                 | Ambient street lights on Street I are required, stage lighting is not required. Walkway lighting shall provide a minimum of 1.5 foot-candles of illumination. Tree lighting is permitted to satisfy these requirements.                  |
| #14  | Other considerations     | Sound system is not required.                                                                                                                                                                                                            |
|      | Required in Sub Zones:   | MU-TEN                                                                                                                                                                                                                                   |
|      | Permitted in Sub Zones:  |                                                                                                                                                                                                                                          |
|      | Prohibited in Sub Zones: |                                                                                                                                                                                                                                          |



**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**OS4: SUNSET POINT**

| ITEM | STANDARD                 | REQ'D                                                                                                                                                                          |
|------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| #1   | Character                | Terraced, elevated viewing platform, suitable for gatherings or leisure activity.                                                                                              |
| #2   | Minimum size             | 0.3 Acres, with elevated deck                                                                                                                                                  |
| #3   | Maximum Size             | None                                                                                                                                                                           |
| #4   | Perimeter conditions     | USACE land and Lake Grapevine to the west                                                                                                                                      |
| #5   | Plantings, pattern       | Existing trees to the maximum extent possible                                                                                                                                  |
| #6   | Sidewalks/Hardscape      | Sunset Point deck, and trail connection to Boardwalk                                                                                                                           |
| #7   | Trail Connectivity       | Required trail connectivity, Trail Type T-6, within a public use easement at least 10' east of the trail and extending to the western property boundary of the Microzone MZ-4. |
| #8   | Location requirements    |                                                                                                                                                                                |
| #9   | Topography               | Natural                                                                                                                                                                        |
| #10  | Water feature            | None required                                                                                                                                                                  |
| #11  | Structures               | 6,000 SF wood deck                                                                                                                                                             |
| #12  | Furnishings              | Built-in seating, Trash receptacles                                                                                                                                            |
| #13  | Lighting                 | Low level landscape lighting                                                                                                                                                   |
| #14  | Other considerations     |                                                                                                                                                                                |
|      | Required in Sub Zones:   | MU-TEN                                                                                                                                                                         |
|      | Permitted in Sub Zones:  |                                                                                                                                                                                |
|      | Prohibited in Sub Zones: |                                                                                                                                                                                |

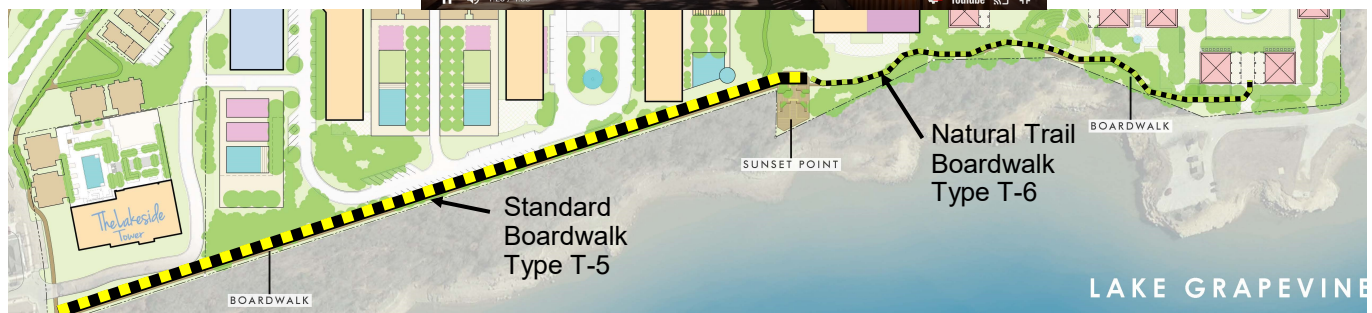




**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**OS-5a: STANDARD BOARDWALK**

| ITEM | STANDARD                 | REQ'D                                                                                                                                   |
|------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| #1   | Character                | Woodland trail, partially wide, level concrete, and partially natural gravel trail.                                                     |
| #2   | Minimum size             | 1400 LF                                                                                                                                 |
| #3   | Maximum Size             | None                                                                                                                                    |
| #4   | Perimeter conditions     | USACE land to the West, varies to the east                                                                                              |
| #5   | Plantings, pattern       | Natural existing vegetation where possible                                                                                              |
| #6   | Sidewalks/Hardscape      | Concrete, asphalt, wood decking where ADA compliant, Decomposed Granite, or asphalt within stabilized edges where natural grade allows. |
| #7   | Trail Connectivity       |                                                                                                                                         |
| #8   | Location requirements    | The length of the western boundary with the USACE property                                                                              |
| #9   | Topography               | ADA compliant from Edgemere to Sunset Point, Natural grade from Sunset Point to southern tip.                                           |
| #10  | Water feature            |                                                                                                                                         |
| #11  | Structures               |                                                                                                                                         |
| #12  | Furnishings              | Trash receptacles, Benches                                                                                                              |
| #13  | Lighting                 | Lighted bollards                                                                                                                        |
| #14  | Other considerations     |                                                                                                                                         |
|      | Required in Sub Zones:   | MU-TEN                                                                                                                                  |
|      | Permitted in Sub Zones:  |                                                                                                                                         |
|      | Prohibited in Sub Zones: |                                                                                                                                         |

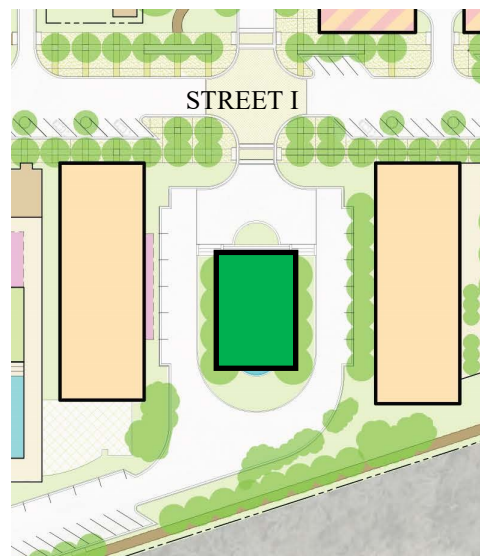




**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**OS5b: VILLAGE PLAZA**

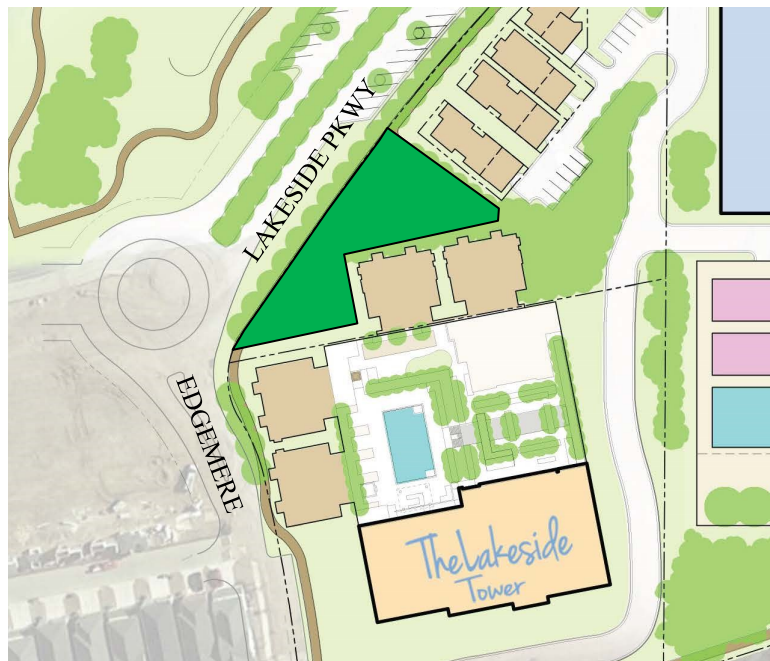
| ITEM | STANDARD                                                                                                                                                                                       | REQ'D |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| #1   | Character<br>Small open space located between residential towers to offer a gathering place, open to the public, but used primarily by the residents of the neighboring residential buildings. |       |
| #2   | Minimum size<br>0.2 acres                                                                                                                                                                      | yes   |
| #3   | Maximum Size<br>none                                                                                                                                                                           |       |
| #4   | Perimeter conditions<br>Private drives, adjacent buildings                                                                                                                                     | yes   |
| #5   | Plantings, pattern<br>Turf with the formal placement of a minimum of 8 trees                                                                                                                   | yes   |
| #6   | Sidewalks/Hardscape                                                                                                                                                                            |       |
| #7   | Trail Connectivity                                                                                                                                                                             |       |
| #8   | Location requirements<br>Within Subzone MU-TEN, microzone 5                                                                                                                                    |       |
| #9   | Topography<br>Mostly level                                                                                                                                                                     |       |
| #10  | Water feature<br>Or an alternate focal point                                                                                                                                                   | yes   |
| #11  | Structures                                                                                                                                                                                     |       |
| #12  | Furnishings<br>Benches                                                                                                                                                                         | yes   |
| #13  | Lighting<br>Optional                                                                                                                                                                           |       |
| #14  | Other considerations                                                                                                                                                                           |       |
|      | Required in Sub Zones:<br>MU-TEN                                                                                                                                                               |       |
|      | Permitted in Sub Zones:                                                                                                                                                                        |       |
|      | Prohibited in Sub Zones:                                                                                                                                                                       |       |



**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

**OS5c: CORNER PARK**

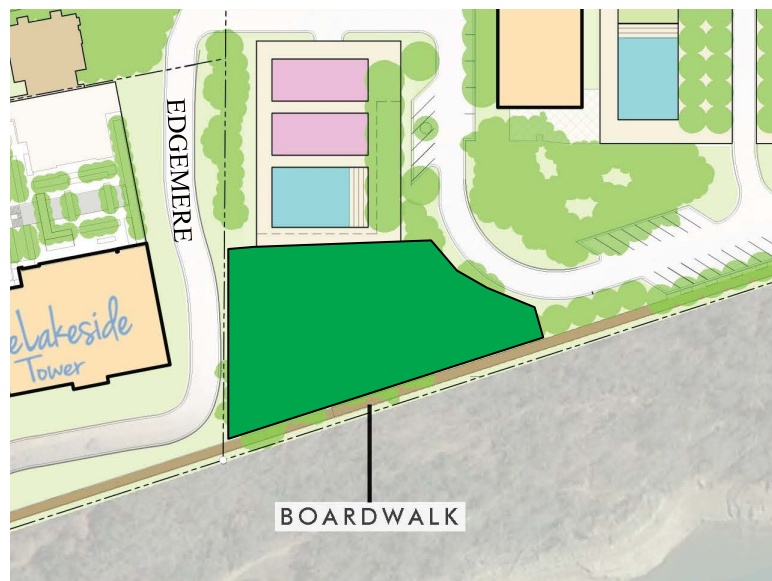
| ITEM | STANDARD                                                                                                             | REQ'D |
|------|----------------------------------------------------------------------------------------------------------------------|-------|
| #1   | Character<br>Small open space located at the corner of Edgemere and Lakeside Parkway fronting on the traffic circle. |       |
| #2   | Minimum size<br>0.3 acres                                                                                            | yes   |
| #3   | Maximum Size<br>none                                                                                                 |       |
| #4   | Perimeter conditions<br>Streets and adjacent buildings                                                               | yes   |
| #5   | Plantings, pattern<br>Turf with a minimum of 4 trees in addition to street trees                                     | yes   |
| #6   | Sidewalks/Hardscape                                                                                                  |       |
| #7   | Trail Connectivity                                                                                                   |       |
| #8   | Location requirements<br>Within Subzone MU-TEN, microzone 5                                                          | yes   |
| #9   | Topography<br>Mostly level                                                                                           |       |
| #10  | Water feature                                                                                                        |       |
| #11  | Structures                                                                                                           |       |
| #12  | Furnishings                                                                                                          |       |
| #13  | Lighting<br>Optional                                                                                                 |       |
| #14  | Other considerations                                                                                                 |       |
|      | Required in Sub Zones:<br>MU-TEN                                                                                     |       |
|      | Permitted in Sub Zones:                                                                                              |       |
|      | Prohibited in Sub Zones:                                                                                             |       |



**PARK AND OPEN SPACE STANDARDS**  
**PROPOSED PARK TYPOLOGY**

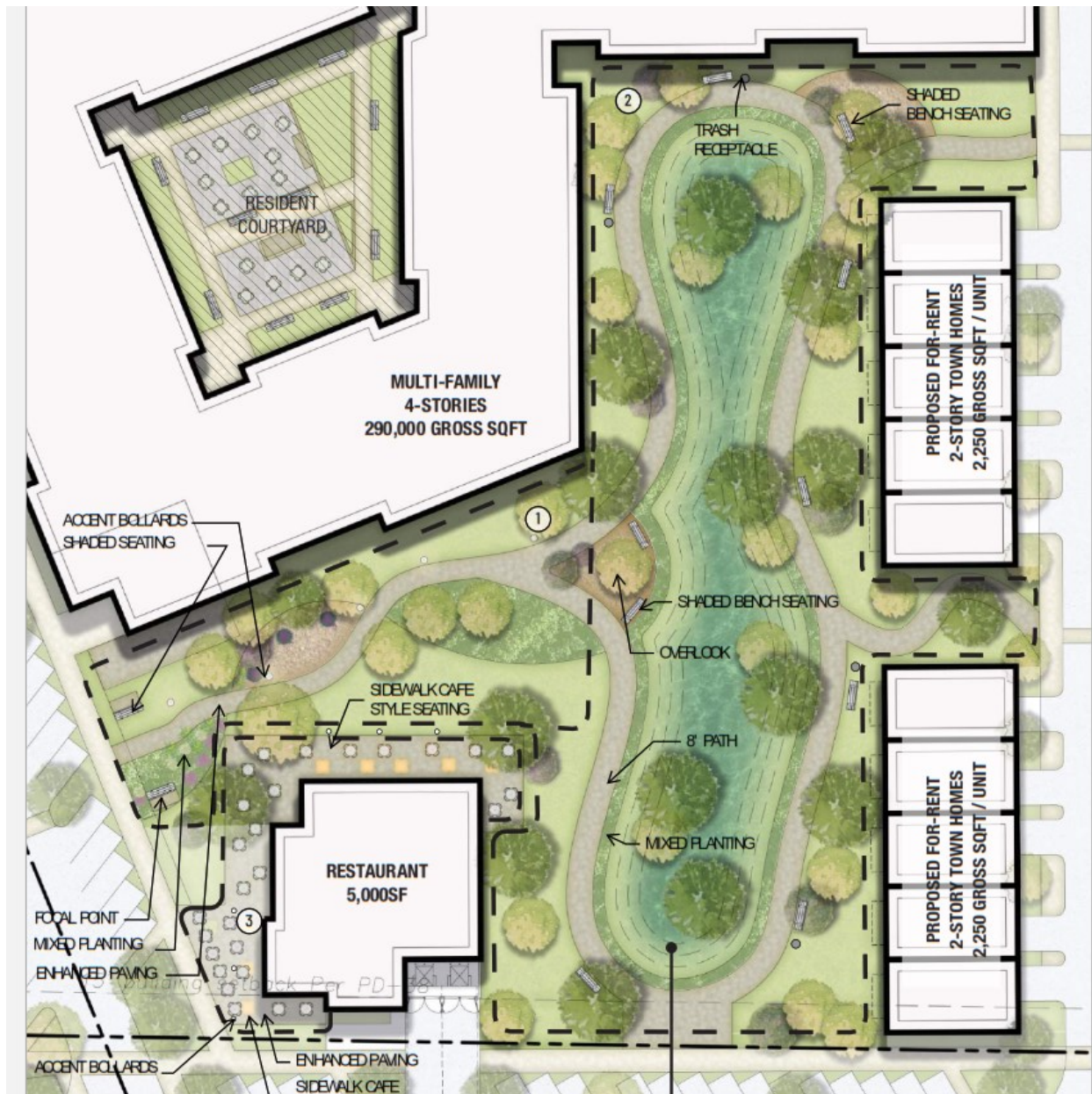
**OS5d: TOWER PARK**

| ITEM | STANDARD                                                                        | REQ'D |
|------|---------------------------------------------------------------------------------|-------|
| #1   | Character<br>Small open space located between the Lakeside Tower and boardwalk. |       |
| #2   | Minimum size<br>0.5 acres                                                       | yes   |
| #3   | Maximum Size<br>none                                                            |       |
| #4   | Perimeter conditions<br>Streets and adjacent buildings                          | yes   |
| #5   | Plantings, pattern<br>Turf with existing trees in addition to street trees      | yes   |
| #6   | Sidewalks/Hardscape<br>Connection of public sidewalk to boardwalk trail         | yes   |
| #7   | Trail Connectivity<br>Public sidewalk connecting Tower Park to the boardwalk    | yes   |
| #8   | Location requirements<br>Within Subzone MU-TEN, microzone 5                     | yes   |
| #9   | Topography<br>Mostly level                                                      |       |
| #10  | Water feature                                                                   |       |
| #11  | Structures<br>Optional                                                          |       |
| #12  | Furnishings<br>Benches optional                                                 |       |
| #13  | Lighting<br>Optional                                                            |       |
| #14  | Other considerations                                                            |       |
|      | Required in Sub Zones:<br>MU-TEN                                                |       |
|      | Permitted in Sub Zones:                                                         |       |
|      | Prohibited in Sub Zones:                                                        |       |



**PARK AND OPEN SPACE STANDARDS  
PROPOSED PARK TYPOLOGY**

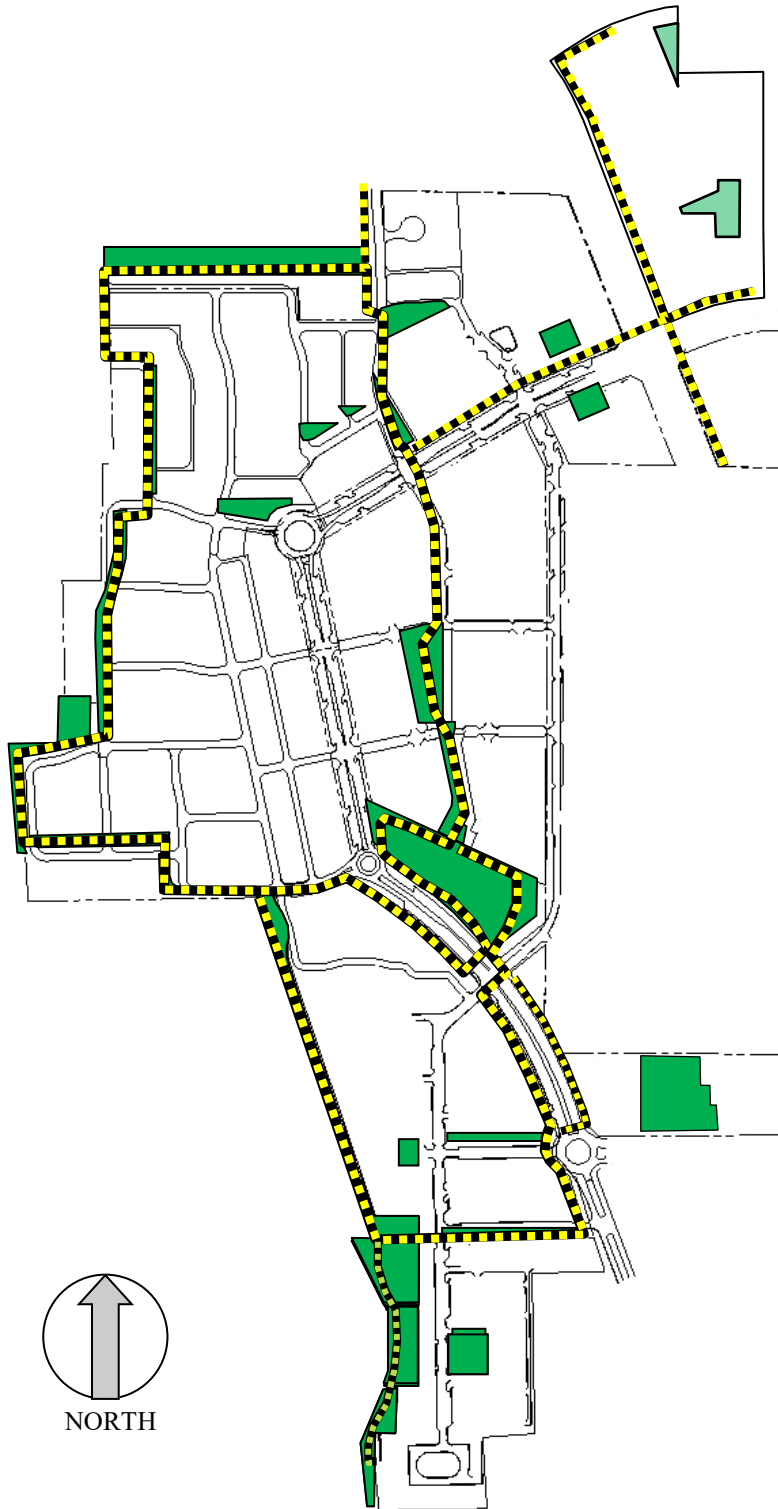
**Lakeside East Park**



The Lakeside East park shall comply with the standards defined in Section 90-449, the Park Credit Option.



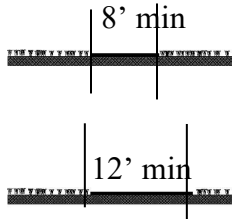
**FIGURE 5.2: PROPOSED TRAIL SECTIONS**  
TRAIL LOCATION IS APPROXIMATE



## 5.2 Trail Standards

- A. Trail: A recreational hike and bike trail shall be constructed as a part of the overall development. At completion, the trail shall be at least one mile in length and a minimum of 8 feet in width. A minimum of 1000 feet of its length shall be within ten feet of the property line of Lakeside DFW and the A.C.O.E. The trail shall be paved with concrete or, if topography dictates that concrete is impractical, a wood boardwalk may be used at the Owner's discretion. Crushed granite may be used for portions of the trail where alternate paved routes for pedestrians are available.
- B. A.C.O.E. Connection: There is one trailhead connection to the trail that is owned and maintained by the Army Corps of Engineers around Grapevine Lake.
- C. Standards: Slopes, Railings, and Access shall comply with current best practices for private, recreational trail amenities.
- D. Trail Map: The Trail Map above indicates possible routing and trail sections throughout the length of the proposed trail and is subject to change. The T-1 through T-5 refer to trail sections depicted on the following pages.
- E. Furnishings: All trails shall provide seating, trash receptacles, drinking fountains and trail lighting at intersecting parks and trails in addition to all other furnishings and lighting identified in each proposed park topology.

## PARK AND OPEN SPACE STANDARDS PROPOSED TRAIL SECTIONS



### T-1 PARK TRAIL

Located on public land or land dedicated to Property Owners' Associations

Width: 8' minimum

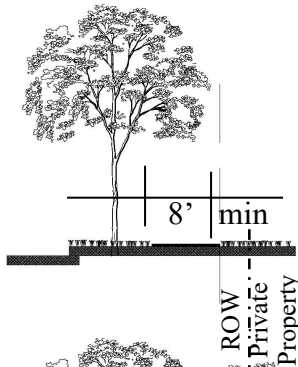
ROW or Easement: none required

### T-2 HIKE & BIKE TRAIL AT TRAIL-HEAD

Located where the Lakeside Trail System meets the USACE trail system on land dedicated for public use.

Width: 12' minimum

ROW or Easement: None required



### T-3 R.O.W. TRAIL

Located along a street right-of-way in place of the typical sidewalk.

Width: 8' min

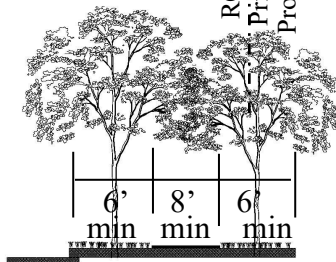
ROW or easement: built within the street ROW. If the typical sidewalk requires less ROW, additional ROW must be dedicated for the trail width.

### T-7 AMENITY CENTER TRAIL

Located within Subzone MU-C(2), the trail serves as an extension of the trail circumscribing Open Space #2 (referenced as Long Prairie Park as depicted in Figure 5.1 herein) adjacent to the single family amenity center.

Width: 5' minimum

ROW or Easement: None required

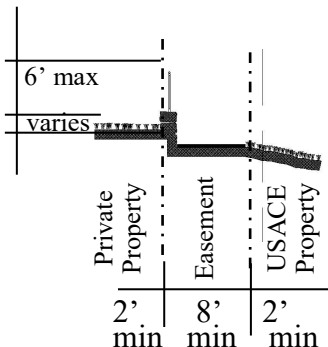
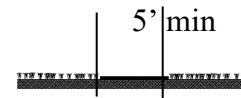


### T-4 LINEAR PARK TRAIL

Located within a dedicated park area running parallel to a street.

Width: 8' min

ROW or easement: none required in a dedicated park or open space.



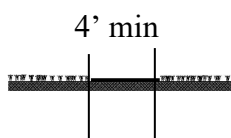
### T-5 BOARDWALK TRAIL

Located between private property and the USACE property boundary.

Width: 8' min

ROW or easement: 12' min

Elevation: Trail may be placed below the existing grade of the adjacent property. Retaining walls, are part of the trail construction; railings and iron fences are the responsibility of the property owner. Wood fences are not permitted on either side of the trail.



### T-6 NATURAL TRAIL:

Located between OS4: Sunset Point and OS2: Waterfront Bluff,

Width: Natural portion of the trail may be 4' wide, decomposed granite, concrete, asphalt, or wood decking, at or near natural grade. Edges of the decomposed granite shall be stabilized.

ROW: Trail shall be located within easements or common area lots.

### 5.3 Required Landscaping

#### A. Planting Along Streets and in Medians.

1. Street Trees. Street trees will be planted in tree wells or within landscape areas based on the type of street and shall comply with the applicable standards. Street trees shall be a minimum of three inch (3") caliper with a five foot (5') clear trunk and planted based upon a targeted average spacing of thirty feet (30') on center of a block length, block length determined by measuring from right-of-way line to the right-of-way line. Spacing can be adjusted as necessary to accommodate block length, curb cuts, crosswalks, vaults, Pedestrian and Vehicular Block Breaks and comparable features.

Street trees shall be installed in accordance with these criteria:

- (a) a minimum of two feet six inches (2'6") from back of curb; and
  - (b) in landscape areas that are not less than four feet (4') in width, have subsurface irrigation and drainage systems.
2. Median Trees. Median trees shall be a minimum of three inch (3") caliper and planted based upon a targeted average spacing of thirty feet (30') on center of a Block length.
  3. Shrubs and Groundcover along Streets and in Medians. Shrubs and groundcover adjacent to streets or street parking and in medians shall be based on the type of street and shall comply with the applicable standards. Such plantings shall be selected from the approved list of plantings set out in the Code of Ordinances, unless a different species is approved by the Environmental Services Division. For plantings within twenty feet (20') of any street intersection, shrubs and groundcover shall not exceed two feet (2') in height, and tree branching shall provide seven feet six inches (7'6") of clearance as measured from the top of the ground surface to the first branch along the tree trunk. Trees shall be maintained so as to provide adequate clearance for vehicular traffic.
  4. Streetscape Furnishings and Fixtures. Streetlights and lamps, traffic signage and control devices, street sign posts, benches, sidewalk trash receptacles, bicycle racks and other streetscape furnishings, fixtures and equipment shall be selected and

installed or constructed in accordance with the Design Principles set out in these Development Standards. Traffic signage and control devices and street sign posts shall also comply with the applicable requirements of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Ground signs located in the street right of way, medians or buffers, benches, sidewalk trash receptacles, bicycle racks and other streetscape furnishings, fixtures and equipment shall be perpetually maintained by the Lakeside Owners' Association.

5. Open Space Common Areas. Landscape design of open space common areas shall include selection and configuration of plantings, hardscape areas and accessory elements, including, without limitation, lighting, seating, accessory structures (e.g., gazebos, bandstands) and water elements as is appropriate to each such area. Designs for open space common areas shall be included in a submitted Site Plan, if such site includes open space common areas. An average of fifteen (15) trees (minimum 3" caliper) per acre (exclusive of any area covered by surface water, such as ponds and water courses) shall be installed in open space common areas or be accounted for by tree credits.
  6. Landscaping within Yards. Plantings to be located within required yards may include but shall not be limited to the following: understory trees, shrubs, vines, ground covers, grasses and flowers. Hardscape materials may include but shall not be limited to the following: stone, brick pavers and concrete. Final landscape design for required yard areas shall be prepared as part of the Site Plan for said lot or site.
- #### B. Landscape Requirements for Parking. Parking Structures.
1. There are no landscaping requirements for parking structures that are located in a Block Interior. Parking structures facing the public ROW shall require Type B-1 buffers.
  2. Surface Parking Lot Trees. A surface parking lot shall have, within the lot area, a minimum of one (1) tree, three inch (3") caliper, with subsurface irrigation, for every ten (10) parking spaces provided in the lot.

### 5.4 Tree Preservation.

- A. Landscape Buffer Tree Requirements. All landscape buffers required to be greater than five feet (5') in width shall have a minimum of one (1) tree (minimum 3" caliper) per forty (40) linear feet of buffer; however, trees in landscape buffers may be clustered in natural groupings provided that the total number of trees, when averaged over the length of the buffer, meets said standard.
- B. Compliance: Tree Credit Schedule. In achieving compliance with the requirements of this Section 5.3, the property-owner/developer may plant trees or apply credits for existing or transplanted trees or newly planted trees. Existing protected trees that are moved and replanted will be credited toward the requirements of this Section 5.3. For transplanted trees (other than Post Oaks, for which no credits will accrue), credits shall be based on one inch (1") of credit for each caliper inch of the transplanted tree, with fractional measurements being rounded to the nearest whole number.
- C. Mitigation: No mitigation or impact fees shall be required for removal of trees that are approved for removal as part of the Site Plan application and approval process. However, the Lakeside DFW zoning district shall insure that at least 8 trees per acre shall be planted over the gross area of disturbed land as a consequence of the development.
- D. Tree Survey Requirements. A tree survey (a "Subsequent Tree Survey") must be submitted in electronic format with an application for a Site Plan, plat or re-plat. Each Subsequent Tree Survey shall conform to the requirements of Section 94-23 of the Code of Ordinances.
- E. Definitions. The following terms shall have these meanings in these Development Standards, and to the extent of any conflict with other meanings for the same terms set out elsewhere in the Code of Ordinances the meanings in these Development Standards shall prevail:

Protected tree means any tree of a type that, as of the date of this Ordinance, is listed on the Town's protected tree list and measures six inches (6") in caliper width or greater, ten feet (10') in height or greater and is not located in, or within six feet of, proposed building footprints, public streets, alleys, rights-of-way, utility easements, drainage easements, fence easements, pedestrian access easements or other existing public rights-of-way or easements.

Specimen tree means any existing tree, of a type

that, as of the date of this Ordinance, is listed on the Town's protected tree list and measures within fifty percent (75%) of the caliper width or circumference, measured at four feet (4') above ground level, of the same such tree as listed in the most current edition of the Big Tree Registry, as amended, published by the Texas Forest Service and is not located in, or within six feet of proposed building footprints, public streets, alleys, rights-of-way, utility easements, drainage easements, fence easements, pedestrian access easement or other existing public rights-of-way or easements..

Caliper for existing, established or native trees shall be measured in accordance with the Measuring Rules and Procedures of the Texas Forest Services,

Caliper for landscape, nursery or replacement trees shall be measured at a height of twelve inches (12") above ground level. The caliper of multi-trunk trees shall be measured by determining the diameter or circumference of the largest trunk at full caliper added to one-half (1/2) of the diameter or circumference of each remaining trunk, measured at a height of twelve inches (12") above ground level.

Trees Excluded: Notwithstanding the foregoing, subject to the review and approval of the Town's Tree Preservation and Enforcement Officer or his authorized designee, a protected or specimen tree shall not include any living tree, which is certified, in writing, by a registered arborist or landscape architect as injured, dying, diseased or infested with harmful insects, which is in danger of falling, interferes with utility service or creates unsafe vision clearance, or which in any manner creates a hazardous or dangerous condition so as to endanger the public health, welfare or safety. Further, a protected tree shall not include any living tree that is identified on approved subdivision construction plans as necessary to be removed to comply with EPA storm water permitting requirements or FHA lot grading plans. Further, notwithstanding the foregoing, subject to review and approval of the Town's Tree Preservation and Enforcement Officer or his authorized designee, a protected or specimen tree shall not include any tree, which is certified, in writing, by a registered arborist or landscape architect as dead.

Pre-construction Plans: Prior to any and all construction or land development activity, the developer or property owner shall establish designated parking areas for the parking and storage of all vehicles, trailers, construction equipment and related items, design-

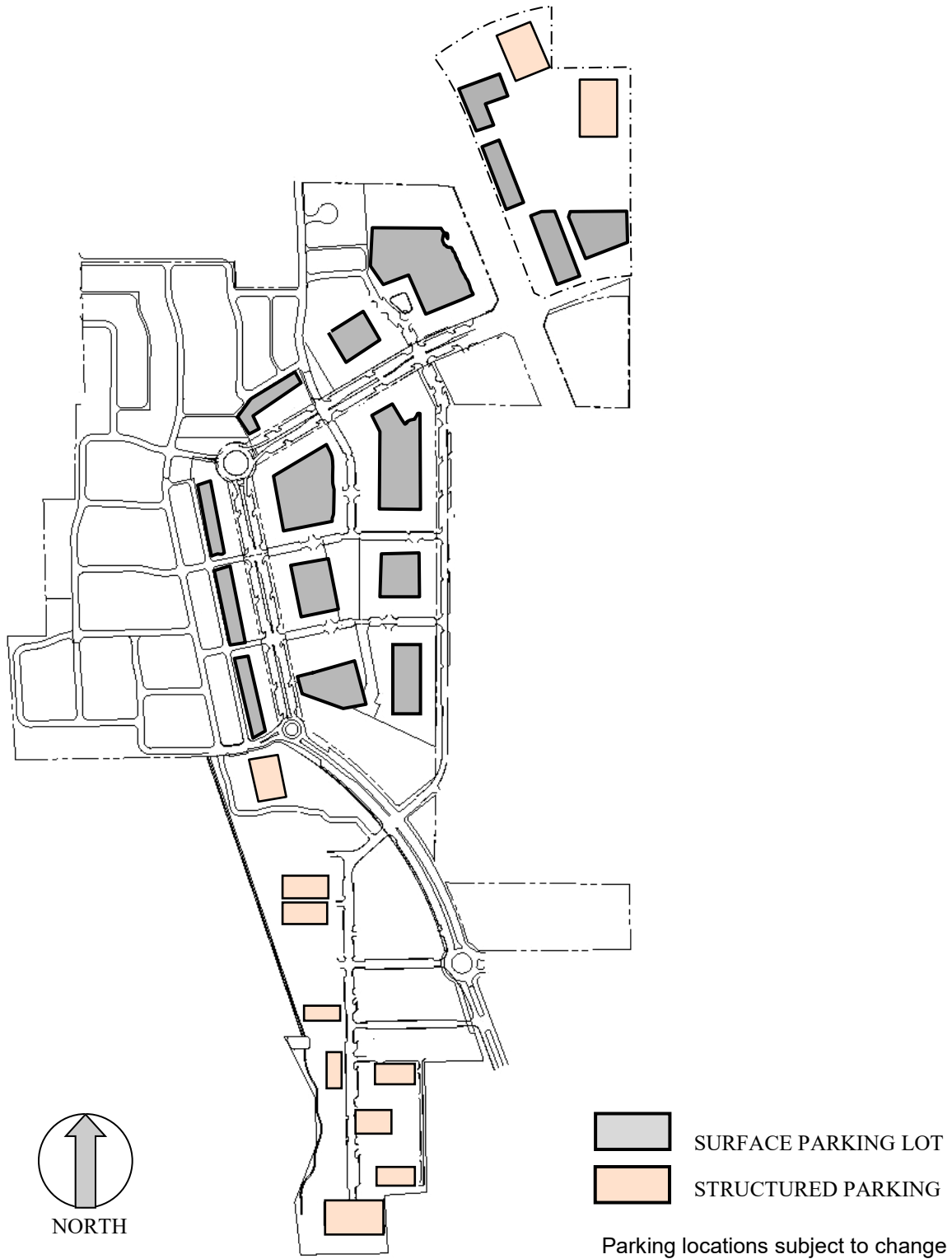


nated stockpile areas for the storage of construction supplies and materials and designated drive areas for vehicles and equipment. The location and dimensions of such designated areas shall be clearly identified on site plans and shall be approved by the Tree Preservation and Enforcement Officer or authorized designee prior to any construction or land development activity. Such designated areas shall be completely fenced with chain-link fencing and gates for safety purposes and for separation of protected and specimen trees from the construction area and related construction activity. With the ap-

proval of the Tree Preservation and Enforcement Officer or authorized designee, the designated parking and stockpile areas may be combined into one fenced area, provided that the preservation of protected and specimen trees is not adversely affected or jeopardized. Supplies and pipe and other items that are customarily unloaded where installed shall not be required to be stored within the designated stockpile areas. Sites approved for temporary batching plant permits shall be fenced and gated in the same manner as designated parking and stockpile areas.

PARKING STANDARDS

**FIGURE 6.1: PARKING PLAN AND ANALYSIS**



### **6.1 Location and design of off-street parking.**

- A. Off-street parking for all uses located along type A streets shall be limited to 25 percent or less of the block frontage and 80 percent or less on type B streets, arterial, collector, and highway frontage streets.
- B. Any off-street surface parking area located adjacent to a street or a residential use shall be screened in the form of a landscape fence which is at least 3 feet in height.
- C. A surface parking lot may not be adjacent to a street intersection or square.
- D. A surface parking lot may not be located fronting any of the traffic circles on Lakeside Parkway.
- E. Shared parking facilities are encouraged for non-residential uses in the MU. Public parking spaces cannot be reserved.
- F. Bicycle parking shall be provided for non-residential uses, especially for schools, parks, trails, and other recreational facilities. Bicycle parking shall be provided at a rate of at least one percent of all off-street automobile parking spaces provided for non-residential and mixed use occupancies in the district. Bicycle parking may be shared between uses and shall be centrally located, easily accessible, and visible from streets or parking lots. They may be located between the roadway and the building facades as long as their location does not impede pedestrian walkways.
- G. Any off-street parking provided for residential uses shall be located in such a manner as to minimize the impact of garages and driveways along the residential street. All lots 60 feet and wider may have front loaded garages in accordance with the Residential Building Standards.
- H. Parking garages may be used to meet the parking requirements provided they do not occupy more than 25% of any A street frontage per block, or 50% of any B street frontage per block. The façades may exceed this frontage limit if the façade of the structure matches the adjacent habitable structures or the two lowest levels of parking are designed to appear as a single ground floor story.
- I. Section 82-75 of the Code of Ordinances addressing Off-site parking shall not apply to Subzones MU-TEN and MU-C(3). However, all required off-street parking spaces must be located within 1500' of the use they are serving, unless provided through an Off-site Parking Facility that has a valet service located within 1500' of the use.

### **6.2 Required Parking.**

- A. The number of required parking spaces for uses in Lakeside DFW shall be determined as follows:
- B. Sections 82-73(3) and (4) of the Code of Ordinances shall not apply to Lakeside DFW as a whole, the determination that a development is a large development and is, therefore, required to provide a parking study consistent with the overall parking study and provision shall be made in regard to each Site Plan.
- C. The applicant for a Site Plan may elect the application of the Code of Ordinances to adjust the number of required parking spaces.
- D. Parking spaces for persons with disabilities will be provided in the number and with such dimensions as are required by the Texas Accessibility Standards.

### **6.3 Mixed Use Parking.**

- A. Mixed use parking standards may be applied to satisfy parking requirements in Lakeside DFW. In applying mixed use parking standards, the following Schedule of Mixed Use Parking sets forth the percentage component for the calculation. The number of required parking spaces is determined by multiplying the percentage in each cell by the number of spaces required for the use and then totaling the resulting numbers for each column, and the column total that generates the highest number of parking spaces is the parking requirement.
- B. The parking requirement may be reduced upon a submittal of the parking calculation by the applicant and approval by the Town.

### **6.4 Parking Dimensions.**

- A. General. The minimum required dimensions of parking spaces and aisles, if any, shall be as indicated in this Section 6. Minimum parking space dimensions shall comply with Section 82-77—Parking Space and Aisle Dimensions in the Flower Mound Code of Ordinances.
- B. On-Street Parking: Section 82-78—Parking Area Design, shall not apply to on-street parking within the MU zoning District.
- C. Covered Parking: Structure is to be masonry or metal and must comply with the regulations governing building materials. Carports of metal construction are permitted.

**TABLE 6.1: SCHEDULE OF REQUIRED PARKING**

| Use Type                                          | Parking                                                                                              |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------|
| General Office or Retail                          | 1 space per 250 sq ft (1/250 sq ft)                                                                  |
| Restaurant                                        | 1 space per 100 sq ft (1/75 sq ft)                                                                   |
| Hotel                                             | 1 space per lodging room                                                                             |
| Multifamily                                       |                                                                                                      |
| 1 bedroom/efficiency                              | 1 space per unit                                                                                     |
| 2 bedrooms                                        | 1.8 spaces per unit                                                                                  |
| 3 bedrooms or more                                | 2 spaces per unit                                                                                    |
| Residential other than multifamily                |                                                                                                      |
| Less than or 1600 sq ft in area                   | 1 space                                                                                              |
| More than 1600 sq ft in area                      | 2 spaces                                                                                             |
| Nonresidential uses other than those listed above | Sixty five percent (65%) of the number of spaces that would be required under the Code of Ordinances |

- D. **Parking Structures.** The dimensions of parking spaces located in parking structures shall be as follows: Nine feet by eighteen feet except in automated parking structures, where each vehicle storage space, shall be counted as a parking space for purposes of these Development Standards, provided that such space accommodates a vehicle. Parking Structures shall be permitted to exceed the limit of 20% excess parking as provided in Section 82-73 (1) of the Town ordinance.
- E. **On-Street Parking.** The dimensions of parallel parking spaces located on streets shall be 8 feet by 20 feet unless otherwise indicated.
- F. **Parking Access Aisles.** Parking access aisles that are not also fire lanes shall have these widths:
- two (2) lanes (two-way traffic) a minimum width of twelve feet (12') each for ninety degree (90°) parking configurations; and
  - not less than a minimum width of twelve feet (12') for one-way or angled parking.
- G. **Section 6.5 Interim Parking.** The following regulations related to Interim Parking apply only to Subzones MU-TEN and MU-C(3). The Concept Plan for Subzones MU-TEN and MU-C(3) of the Lakeside DFW Mixed Use Zoning District anticipates that the majority of the parking spaces shall be accommodated through on-street parking and structured parking garages. To facilitate the phased development over time, some surface parking in the form of Interim and/or Off-site Parking Facilities will be needed in areas planned for other uses until the structured parking garages are completed. The following standards shall apply to Interim or Off-site Parking Facilities.
- Interim Parking Facility: An Interim Parking Facility shall mean a surface parking lot located on land within Subzones MU-TEN or MU-C(3) of the Lakeside DFW Mixed Use Zoning District that is planned for other uses, and which, at some unspecified time in the future, will be demolished to allow for the development of the planned land use(s).
  - Off-site Parking Facility: An Off-site Parking Facility shall mean a parking facility outside of Subzones MU-TEN and MU-C(3) of the Lakeside DFW Mixed Use Zoning District that is accessed through a valet service located within Subzone MU-TEN or MU-C(3).
  - Development within Subzone MU-TEN of the Lakeside DFW Mixed Use Zoning District may employ either an Interim Parking Facility or an Off-site Parking Facility to meet the parking demand of the planned development within Subzone MU-TEN.
  4. An Interim Parking Facility shall comply with Section 6, except it shall not be required to comply with sections:
    1. Section 6.1.A: parking frontage on Type A and Type B streets
    2. Section 6.1.C: parking adjacent to intersections
    3. Figure 6.2: parking within 60' of an intersection
  - All applicable development standards shall apply to any new construction of an Offsite Parking Facility.
  - Approval of an Interim Parking Facility: The applicant shall submit a Site Plan application for an Interim Parking Facility that shall also include the plan for the future transition of the Interim Parking Facility. The transition plan shall include a conceptual plan of the future relocated parking spaces, the approximate area(s) for the future parking, and the approximate number of spaces being displaced.
  - Removal of Interim Parking: To remove or demolish all or part of an Interim Parking Facility, the Applicant shall submit a site plan application for the relocation of the displaced parking spaces. The parking plan may include

another Interim Parking Facility, an Off-site Parking Facility, or a permanent parking lot or garage complying with Section 6 herein.

8. No Interim Parking Facility may be opened for use until a Certificate of Occupancy is issued for a parking garage within MU-TEN, containing a minimum of two hundred (200) spaces.

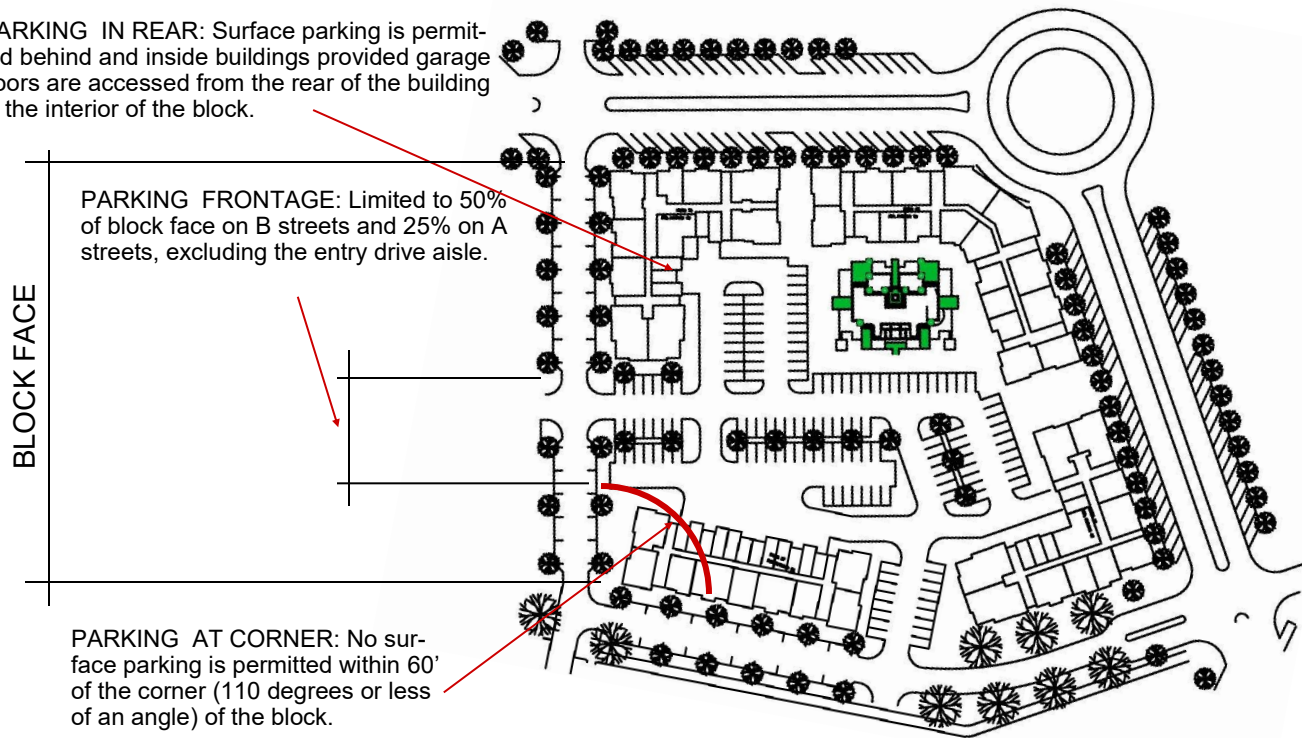
9. No more than one (1) Interim Parking Facility may be constructed within Microzone MZ-1. In the event an Interim Parking Facility is constructed within Microzone MZ1, no more than three hundred (300) parking spaces may be built.

10. No more than one (1) Interim Parking Facility may be constructed within Microzone MZ-5. In the event an Interim Parking Facility is constructed within Microzone MZ5, no more than one hundred and eighty (180) parking spaces may be built.

**TABLE 6.2: STANDARD REDUCTIONS FOR SHARED PARKING**

| Use                                  | Weekday                 |                         | Weekend                 |                         | Night           |
|--------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-----------------|
|                                      | Daytime 6 a.m. – 6 p.m. | Evening 6 p.m.-midnight | Daytime 6 a.m. – 6 p.m. | Evening 6 p.m.-midnight | Midnight-6 a.m. |
| General or professional office       | 100%                    | 10%                     | 10%                     | 5%                      | 5%              |
| Laboratory, medical or dental office | 100%                    | 10%                     | 10%                     | 5%                      | 5%              |
| Retail                               | 50%                     | 90%                     | 100%                    | 70%                     | 5%              |
| Restaurant                           | 50%                     | 100%                    | 100%                    | 100%                    | 10%             |
| Hotel                                | 70%                     | 100%                    | 70%                     | 100%                    | 70%             |
| Multifamily                          | 60%                     | 100%                    | 60%                     | 100%                    | 100%            |
| Residential, other than multifamily  | 100%                    | 100%                    | 100%                    | 100%                    | 100%            |

**PARKING IN REAR:** Surface parking is permitted behind and inside buildings provided garage doors are accessed from the rear of the building in the interior of the block.



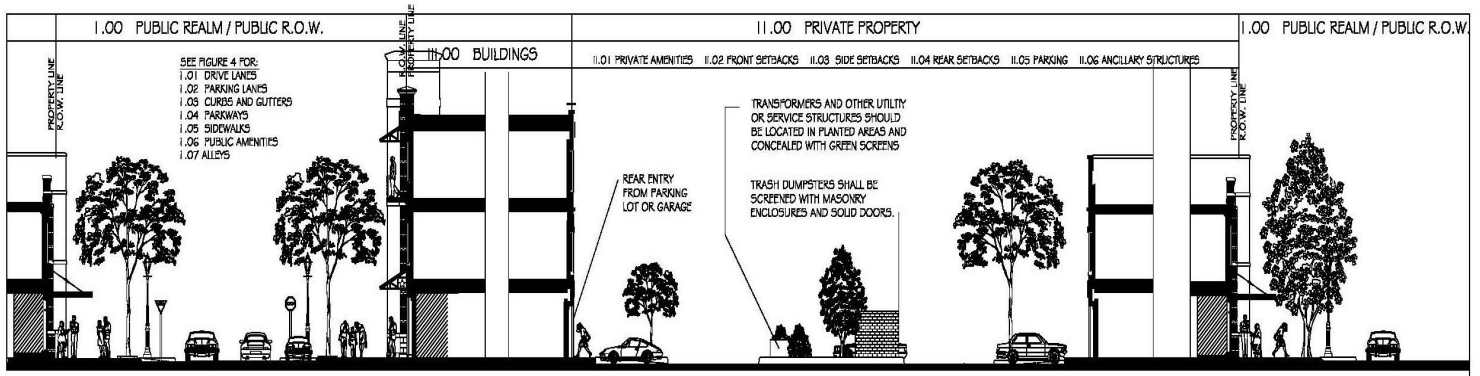
*Figure 6.2: Surface parking rules*

**ARCHITECTURE AND BUILDING STANDARDS**



**ARCHITECTURAL AND BUILDING STANDARDS**

**Figure 7.1: SITE SECTION**

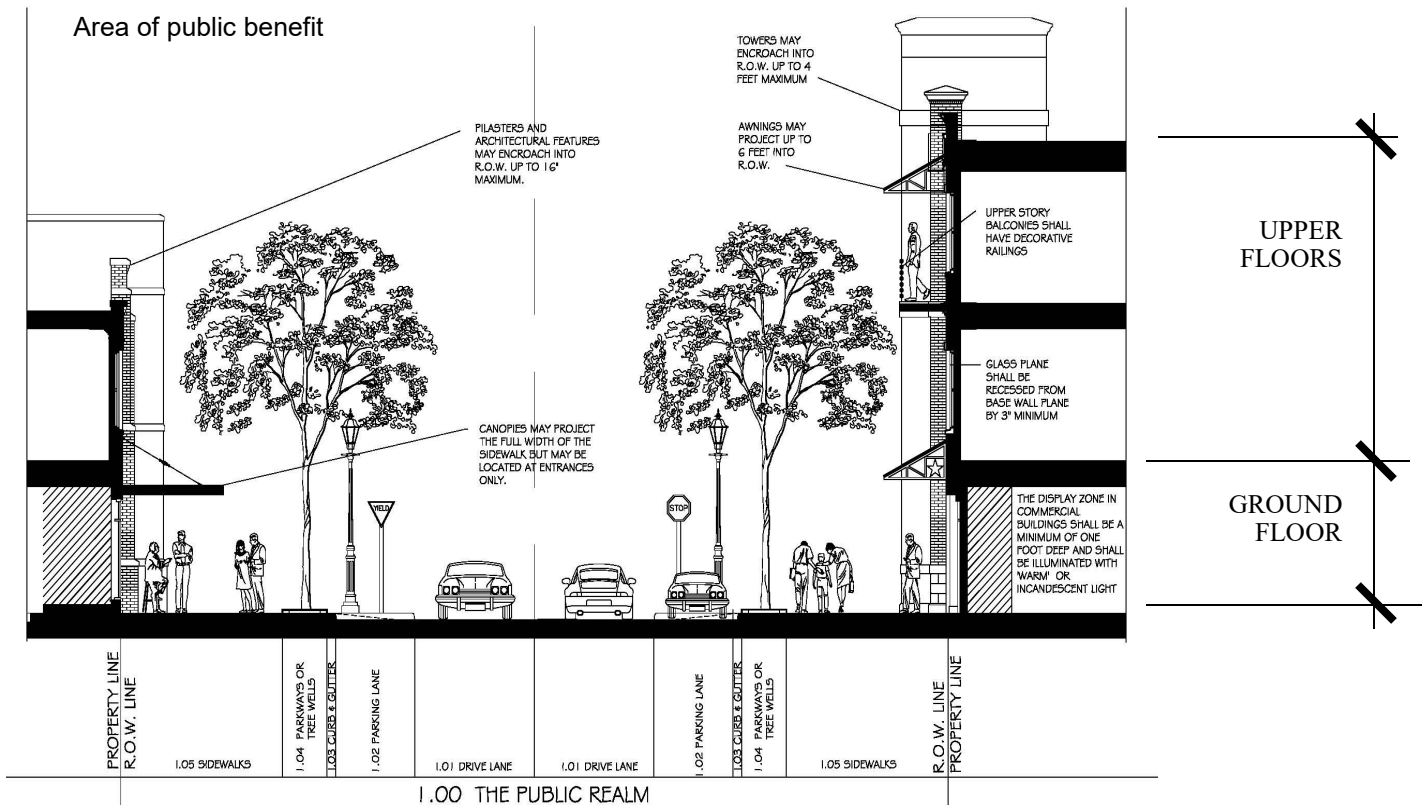


**LEGEND**

**I.00PUBLIC RIGHT-OF-WAY**

**II.00PRIVATE LAND**

**III.00BUILDINGS**



*Figure 7.1: This illustration represents the area of regulatory priority.*

## NOTES ON STREETScape:

1. Street Lighting. Division 6 of Article IV of Chapter 98 of the Flower Mound Code of Ordinances shall not apply to street lighting installed by an owner or developer for public benefits on or adjacent to public rights-of-way. Street lighting shall be perpetually maintained by the Lakeside Owners' Association.
2. Street Lights: The streetlights must comply with the development standard for streetlights, selected from utility company antique styles. The fixtures are to be placed not more than 80 feet apart on Lakeside Parkway. Fixtures must be equipped with 2 banner arms on each pole, placed perpendicular to the street.
3. Lighting: Development shall comply with the Town's standards for light intrusion at the boundaries of Lakeside DFW . Within, between or among any lots or sites located wholly in Lakeside DFW , no light intrusion will be deemed to exist or occur, and in that regard Section 98-1125(8) of the Code of Ordinances shall not pertain or be applied to any such lots or sites.
4. Street Signs: Street signs must comply with the development standard and must indicate the names of both streets at each intersection. A minimum of one sign pole per intersection is required at all intersections with Lakeside Parkway.
5. Street Furniture: Benches, trash receptacles, drinking fountains must comply with the development standard. Potted plants are permitted with approval of the **Lakeside Commercial Owners Association (LCOA)**.
6. Displays: Temporary displays are permitted for seasonal or commercial activity with the approval of the LCOA.
7. Temporary Signage: Temporary signage is permitted with the approval of the LCOA.



*Photo of mixed use streetscape*

## GROUND FLOOR COMMERCIAL STANDARDS

1. Minimum ground floor height of 14' floor to floor
2. Display windows complying with these standards; See Section 7.2.A
3. Entry doors at grade complying with these standards; See Section 7.2.C
4. One entry into the building for each 100' of frontage; See Section 7.2.C
5. Sign Band complying with these standards; See Section 7.2.C
6. Awning or canopy on all street level windows; See Section 7.2.D

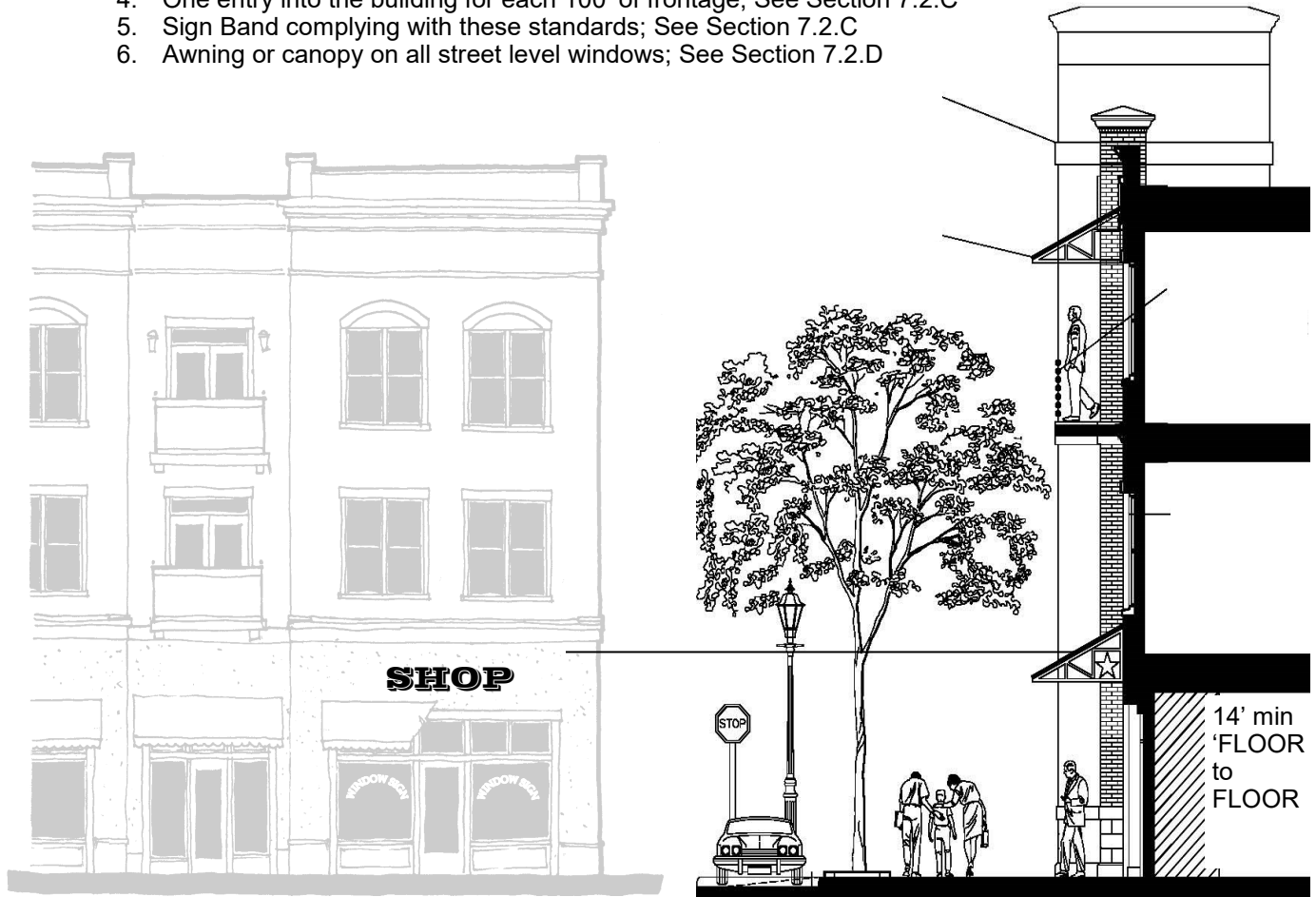


Figure 7.2: Ground floor built to commercial standards

| TABLE 7.1 WINDOW/DOOR AREA REQL             |     | MU-C | MU-N | MU-TEN     | MUTMR |
|---------------------------------------------|-----|------|------|------------|-------|
| <b>MIXED-USE &amp; COMMERCIAL BUILDINGS</b> |     |      |      |            |       |
| GROUND FLOOR FAÇADE                         | MIN | 60%  | 60%  | <b>50%</b> | 60%   |
|                                             | MAX | 75%  | 75%  | 75%        | 75%   |
| UPPER FLOOR FAÇADE                          | MIN | 30%  | 30%  | 30%        | 30%   |
|                                             | MAX | 60%  | 60%  | 60%        | 60%   |
| <b>RESIDENTIAL BUILDINGS</b>                |     |      |      |            |       |
| GROUND FLOOR FAÇADE                         | MIN | 60%  | 40%  | 40%        | 40%   |
|                                             | MAX | 75%  | 60%  | 60%        | 60%   |
| UPPER FLOOR FAÇADE                          | MIN | 30%  | 30%  | 30%        | 30%   |
|                                             | MAX | 60%  | 60%  | 60%        | 60%   |

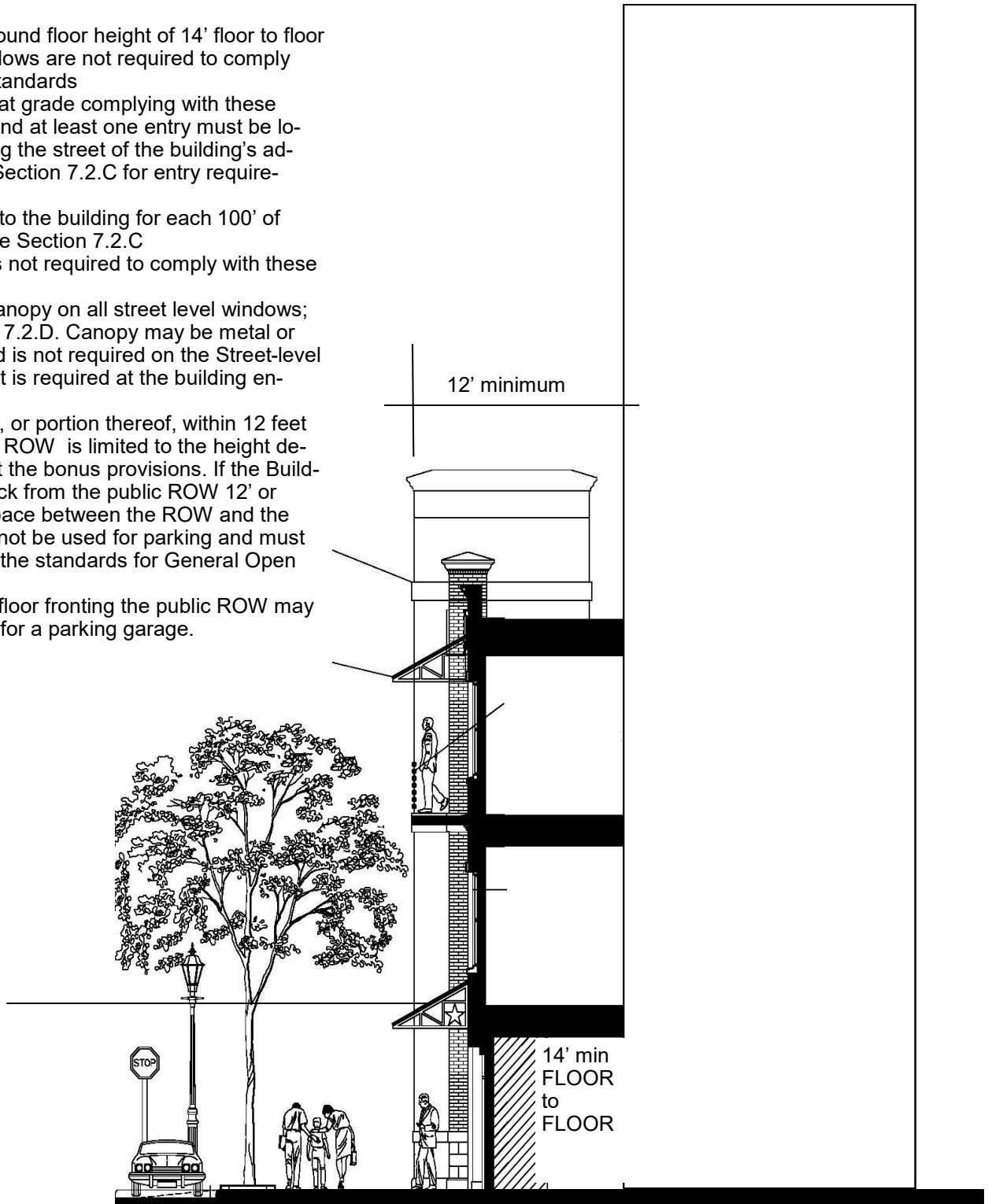
### WINDOW AREA REQUIREMENTS

1. The façade area shall be measured between 3 feet and 9 feet above each finished floor. The percentage shall be the glass area divided by the total façade area.
2. Facades fronting Type 'B' Streets may reduce the glass area by 25%.
3. Facades facing alley or parking lots have no glass area requirements.



## BONUS HEIGHT BUILDING STANDARDS

1. Minimum ground floor height of 14' floor to floor
2. Display windows are not required to comply with these standards
3. Entry doors at grade complying with these standards, and at least one entry must be located fronting the street of the building's address; See Section 7.2.C for entry requirements.
4. One entry into the building for each 100' of frontage; See Section 7.2.C
5. Sign Band is not required to comply with these standards.
6. Awning or canopy on all street level windows; See Section 7.2.D. Canopy may be metal or louvered and is not required on the Street-level windows, but is required at the building entrance.
7. The building, or portion thereof, within 12 feet of the public ROW is limited to the height defined without the bonus provisions. If the Building is set back from the public ROW 12' or more, the space between the ROW and the building cannot be used for parking and must comply with the standards for General Open Space.
8. The ground floor fronting the public ROW may not be used for a parking garage.



*Figure 7.3: Bonus Height Building Standards*

## GROUND FLOOR RESIDENTIAL STANDARDS

1. Finish Floor elevation be at or above sidewalk grade for patios and private entries; See Section 7.3.A
2. Common entrances shall be at approximate sidewalk grade; See Section 7.3.B
3. Common entries shall provide weather refuge, such as an awning, canopy or recessed doorway and shall comply with these standards; See Section 7.3.B
4. Windows shall comply with these standards; See Section 7.3.C
5. Private Patios and associated fencing shall comply with these standards; See Section 7.3.D



*Figure 7.4: Ground Floor Residential Standards*

## STANDARDS FOR UPPER FLOORS OF RESIDENTIAL OR MIXED USE BUILDINGS

1. Windows shall comply with these standards; See Section 7.4.A
2. Balconies shall comply with these standards; See Section 7.4.B
3. Cornice or Eave shall comply with these standards; See Section 7.4.C
4. Roof shall comply with these standards; See Section 7.4.D



*Figure 7.5: Upper stories building standards*

## SECTION 7: REGULATIONS

The following regulations are intended to address Building and Architectural Requirements, pursuant to the requirements of the Mixed Use Zoning Code as it applies to the Lakeside Development.

Large footprint retail formats such as grocery stores and department stores are exempt from these regulations due to their economic value as anchors for shopping venues. Every attempt should be made to incorporate the large retail footprints into the urban pattern. These components of the development shall comply with Flower Mound C2 Zoning standards if they cannot comply with these standards.

### 7.1 BUILDING FACADES -

#### A. FACADES ELEMENTS

1. Facade: The quality of the facades determines the quality and character of the adjacent outdoor space. Since the public ROW requires a higher quality façade than the parking lot, the façade regulations are divided into Type A (better quality) and Type B (lesser quality). Type A facades face the public R.O.W. **Type B facades face parking lots and alley areas.**
2. Proportions: The proportions of walls, windows, and portions of walls shall be predominately vertical. Areas that are predominately horizontal shall be subdivided by pilasters, mullions, columns, trim work, or other architectural elements to achieve a balanced or vertical appearance. Vertical stripes, however, are undesirable.
3. Pilasters and Columns: Pilasters and columns are an expression of the actual or imaginary structural system on the exterior of the building. These elements divide the horizontal façade into smaller, more vertical panels. Pilasters should be placed no farther apart than they are tall and they should extend to the eave or above the parapet. .
4. Entry Conditions: The major entry is required to be placed on the public ROW façade and requires at least one entry into the building for each 100 feet of frontage on the property line.
5. Maximum Façade Length: One story buildings may be 100 feet long with a single building façade design; two or more stories are unlimited.
6. Transition A to B Facades: An A Façade must continue around a corner a minimum of 15 feet or 30% or the distance to the next building whichever is less, before transitioning to a B Façade.

#### B. MATERIALS

The materials employed to construct the buildings and public areas carry cultural, social, economic and architectural qualities that may or may not be appropriate to the character of the development. All material proposals are subject to the review and approval of the LCOA. The material lists are divided into materials that generally are unrestricted, materials that are desirable in small quantities, and materials that are undesirable unless used in an unusual or artistic fashion.

1. Unrestricted Materials: These materials may be used without limits for walls in 'A' or 'B' Facades: Brick, Stone, Stucco, Cast Stone, Ceramic Tile. Exception: within Subzones MU-TEN and MU-C(3), EIFS shall be an Unrestricted Material for the 2nd floor and above and excluding the ground floor.
  - i. For microzone MZ-2 only, the following restrictions apply:
    - a. Painted concrete (cast-in-place or pre-cast), or a combination of painted concrete and pipe rail fence, shall be allowed on any exposed façade parking garage walls that do not face or front on to a public right-of-way or public parking areas. When pipe rail is used in combination with painted concrete, the minimum height of the concrete wall shall be 33" with a minimum 9" pipe rail on top.
    - b. The east, south, and west boundaries of the street-level parking garage shall be secured with cable rail fence in the interim until such time as the first non-residential building de-





velops on top of the parking garage. Prior to the issuance of a Certificate of Occupancy (CO) for the first non-residential building constructed on top of the garage, any street-level cable rail fence shall be replaced with any of the following types of fence: a minimum 42" tall wrought iron fence, a minimum 42" tall glass fence, or a combination of minimum 33" concrete wall with pipe rail on top for a total of 42" tall fence. No fence shall be required in areas where the final grade is at street level.

2. Limited Façade Materials: The following materials may be used up to 20% on A facades and 80% of 'B' Facades: Concrete masonry units, EIFS, metal panel siding or hardi-plank clapboard siding. EIFS may be used on the second floor and above. Exception: within MU-TEN and MU-C(3), ACM (Aluminum



Composite Metal) may be used on up to 25% of 'A' and 'B' Facades and GFRC (Glass Fiber Reinforced Concrete) may be used on up to 20% of 'A' and 'B' Facades.

3. Prohibited Materials: The following materials may not be used for buildings subject to these guidelines unless specifically exempted by the LCOA. Aluminum siding, vinyl siding, wood or corrugated metal siding.
4. Color: Colors for stucco, cast stone, mortar, shall generally be low reflectance, neutral, or earth tone colors. The use of high intensity primary metallic, or fluorescent colors is prohibited. Painted trim colors may be selected from the range of colors available from the National Trust for Historic Preservation. Bright colors may be used on trim or decorative elements.

## **7.2 COMMERCIAL GROUND FLOOR BUILDINGS**

### **A. DISPLAY WINDOW**

The portion of the building interior that is, or is intended to be, part of the pedestrian experience visible from the public ROW, if occupied by a retail tenant.

1. Window Display: The window display is to be visible at least 1 foot into the interior. The display should be well lighted, clean and organized.
2. Window Display Floor: A raised floor is recommended but not required.
3. Window Display Lighting: Lighting should be warm in color and either incandescent or metal halide. Fluorescent lighting is prohibited.
4. Window Display Window Coverings: If the ground floor space is occupied by a retail tenant, no coverings should be applied that eliminate visibility into the display space such as blinds, medium or heavy tinting, or draperies. If the space is occupied by an office or residential occupant, window coverings shall be permitted.
5. Display Window, Glass: The intent of the regulation is to provide as much opportunity for observation as possible, achieving the maximum visibility into the display window. Clear, single pane glass is recommended, insulated glass is permitted, light tinting for UV protection is permitted, medium and heavy tinting is prohibited. Glass panels should have a generally vertical proportion.
6. Display Window, Sills: Window sills must be sloped to drain over the window pediment.
7. Window Pediment: This is a section of wall under the display window elevating the glass above the sidewalk. Permitted materials include all materials in the materials section of the Guidelines except glass. The minimum height is 6 inches; maximum height is 39 inches.
8. Display Window, Jambs: The minimum return from the primary wall surface to the jamb is 3 inches. A trim or panning is recommended.
9. Display Window, Head: The design of the display window incorporating transom window elements above door height are recommended but not required. Above the glass and frame, unit masonry walls must have a visible masonry lintel above the glass. Stucco-style walls do not require a visible masonry lintel.

## **B. ENTRY DOORS**

1. Entry Doors: Entry doors must be a minimum of zero percent glass, no maximum.
2. Entry Doors, Jambs: Trim, panning, or a section of wall is required between the door jamb and the adjacent jamb of the display window.
3. Entry Doors, Transom: A transom or transom-type panel is recommended above the entry door(s) but is not required.
4. Entry Doors, Canopy: If an awning or canopy is required over the entry doors, a canopy may extend into the Public ROW and may be supported on columns; however, the columns may not interfere with the accessible route of the sidewalk.
5. Color: Colors for stucco, cast stone, mortar, shall generally be low reflectance, neutral, or earth tone colors. The use of high intensity primary metallic, or fluorescent colors is prohibited. Painted trim colors may be selected from the range of colors available from the National Trust for Historic Preservation. Bright colors may be used on trim or decorative elements.

## **C. SIGN BAND -**

The Sign Band is designed to display the identity of the business within and express in graphic form the character of the business. Highly expressive graphics are encouraged; see Sign Guidelines for details. A sign band that is too long or too tall is not consistent with the intended character.

1. Location: The top of the head of the display window is the bottom of the sign band and the bottom of the second floor window sills (or the bottom of the cornice on 1 story buildings) is the top of the sign band. The band ends horizontally either at a pilaster, a tower, or an adjacent façade.
2. Maximum Height: The maximum height that is uninterrupted by a change in plane, change in material or a change in color, is 5 feet.
3. Maximum Length: The maximum length that is uninterrupted by a change in plane, change in color, or a change in material is 50 feet on a one story building, 100' on two or more stories.

## **D. OTHER FEATURES**

1. Base or Watertable: The lowest element on the building façade, it establishes a visible base for the materials above. It is recommended.
2. Awnings: Awnings on all street level windows are required. Office street level windows within subzone MUTEN do not require awnings. Awnings are to be made of predominantly natural or natural-appearing

fabric or metal. The bottom of the awning must be placed at or below the top of the window.

3. Lighting: Indirect lighting of the signage and identity graphics is recommended, but not required.

## **7.3. NON-COMMERCIAL GROUND FLOOR**

These rules apply to structures which house a ground floor comprised of residential units under a single ownership. Non-commercial ground floors are encouraged to accommodate relatively easy



conversion to a commercial use if the market permits.

## **A. FLOOR ELEVATION**

Floor Elevation at sidewalk: the floor elevation of the ground floor must be at or above average grade of the sidewalk and common entrances shall be accessible by ramp if necessary.

## **B. ENTRY DOORS**

1. Entry Doors, Private Primary - Primary entry doors to individual dwelling units facing the street may be of wood, steel, or steel with laminated wood veneer or fiberglass.
2. Entry Doors, To Common Conditioned space: Entry doors to a common conditioned space, such as a lobby or corridor, must be a minimum of 30% glass, no maximum.
3. Entry Doors, To Common Un-conditioned space: Entry doors or gates to a common non-conditioned space, such as a lobby or corridor, may be of ornamental metal, open gate style. The doors or gates must be painted black, dark green or the same or complementary colors of the primary

facade.

4. Entry Doors, Weather Refuge - awnings made of predominantly natural or natural-appearing fabric or metal; metal roofs or roof elements are encouraged over primary entry doors to provide shelter from weather. Weather refuge elements are encouraged but not required over common entry doors. Alternatively, doors may be recessed into the façade far enough to permit a person to stand out of the weather.
5. Entry Doors, Lighting - decorative light fixtures such as wall sconces are encouraged adjacent to primary entry doors, but are not required. Fixtures should have a diffuse light source that is non-glaring or a decorative shade or mounting which eliminates direct visibility of the source.
6. Entry Doors, Sliding - slide opening doors are prohibited on the street façade.

#### C. WINDOWS

1. Windows, Type - Windows shall be fixed glass, single hung, double hung, triple hung or casement. Casings shall not be narrower than 2" except on masonry walls. Head casing shall be equal to or wider than the jamb casing.
2. Window shutters - if shutters are used, they shall be one-half the width and of the same height as the associated window. All shutters shall be louvered, paneled, or constructed of boards as appropriate to the style of the building. Shutters do not need to be operable.
3. Windows, Interior coverings - interior coverings of ground floor windows may be of wood, or wood-style blinds either horizontal or vertical; or finished fabric drapery. Metal blinds and cellulose blinds are prohibited. Artwork located on the glass or inside the glass is permitted provided it is not serving as advertising.

#### D. PRIVATE OUTDOOR SPACES

1. Outdoor private space, design - if outdoor private space is provided for residential units on the ground floor, these areas may be separated from the public ROW by fencing or with ornamental railings or masonry walls and should be consistent with architectural character of the façade. Railings or walls must be at a height no greater than 48". The areas must be provided a mixture of hardscape to landscape including turf, ground cover, shrubs, plant boxes or

planters.

2. Outdoor private space, storage of materials - outdoor private space may not be used for storage or parking. No bicycles, motorcycles, or toys may be stored within. Seasonal items such as chairs, tables, planters or grills may be included.

#### E. OTHER ITEMS

1. Signage - Signage for non-commercial ground floors shall generally be consistent with the Mixed Use Zoning District. Address numerals, unit numerals, unit nameplates may be placed on the facade wall immediately adjacent to the entry door. Wall signs announcing the name of the residential unit development may be placed at visible corners of the building in either a sign band from the top of the head of the primary floor windows to the bottom of the second floor window sills or as a blade sign.
2. Utilities - no utility service connections, meters or other appurtenances will be allowed on the building facades facing the public realm. Utility connections, meters or other appurtenances shall be located on



rear facades or on "B" facades which have intervening masonry walls or on the sides or backs of the buildings.

3. Stairways - stairways shall be concealed from the street and placed within the building footprint. Entry doors shall be accessible from the public realm.

#### 7.4 UPPER STORIES -

The regulation of the façade design for the building above the first floor allows for wide latitude to encourage dignified, beautiful, creative, and gracious design.



**A. WINDOWS**

1. Windows, Jamb: Trim or panning recommended. Jamb must be recessed from the primary wall plane a minimum of one inch unless trim or panning is used.
2. Windows, Heads: In unit masonry construction, a visible masonry header is required. Stucco does not require a masonry header.

**B. BALCONIES**

1. Balconies, Doors: Swinging doors required, sliding doors prohibited. Exception: within MUTEN, swinging doors and sliding glass doors shall be permitted.
2. Balconies, Door Heads: In unit masonry construction, a visible masonry header is required. Stucco does not require a masonry header.
3. Balconies, Floors: Floors must be a solid, concrete surface (lightweight concrete is acceptable provided it is structurally sound); metal grates are prohibited. Floors may project into the public ROW.
4. Balconies, Railings: Ornamental railings are required and should be consistent with architectural character of the façade. Top of railing shall be a maximum of 3 inches wide. Exception: within MUTEN micro-zones MZ1, MZ4, and MZ5, top railing shall be a maximum of 6 inches wide.

**C. CORNICE**

1. Cornice/Eave/Parapet: The design of the top of the building should be consistent with the architectural style of the façade. If the parapet is not tall enough to conceal the rooftop equipment, an added screen will be required behind the parapet to do so.

**D. ROOF**

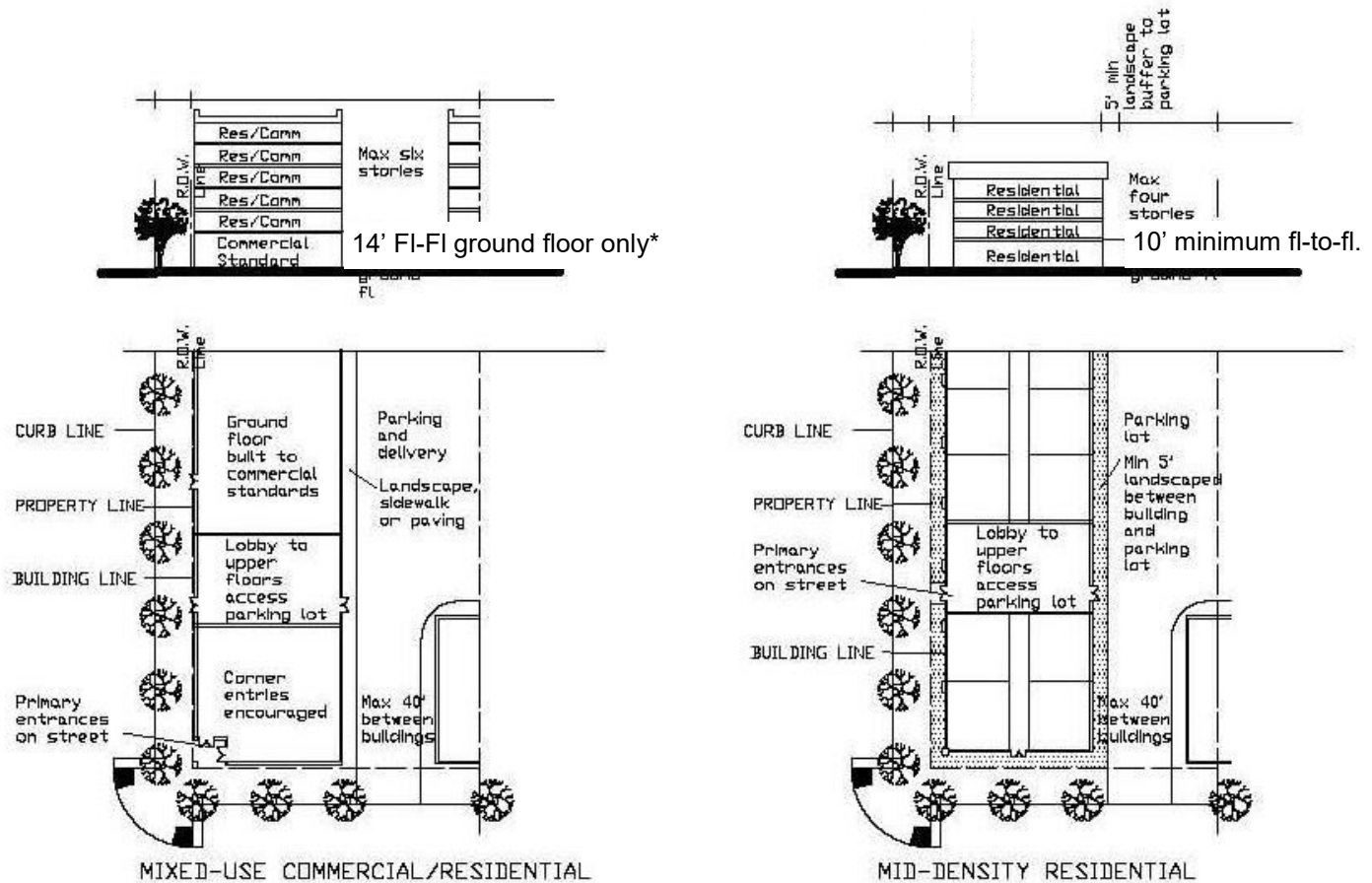
The water repelling surface covering the building



area below.

1. Material Specifications: For flat or low-slope roofs, white membrane roofing is recommended, but not required. For sloped roofs, asphalt shingles, slate or simulated slate, metal, metal shingle, clay tile or clay tile appearance, or concrete tile is acceptable.
2. Eaves: Surface of the soffit under the overhang is to be treated as finished surface. Trim is required at least at the intersection of the soffit and wall surfaces. Paint or other finish is required. Venting is to be incorporated into the design of the soffit surface.
3. Gutters and downspouts: If they are to be visible on the 'A' Façade, they must be incorporated into the façade design.

FIGURE 7.6 COMMERCIAL LOT STANDARDS



\* 14 feet floor-to-floor includes the floor structure such as beams and trusses.

## 1. MIXED USE COMMERCIAL/RESIDENTIAL

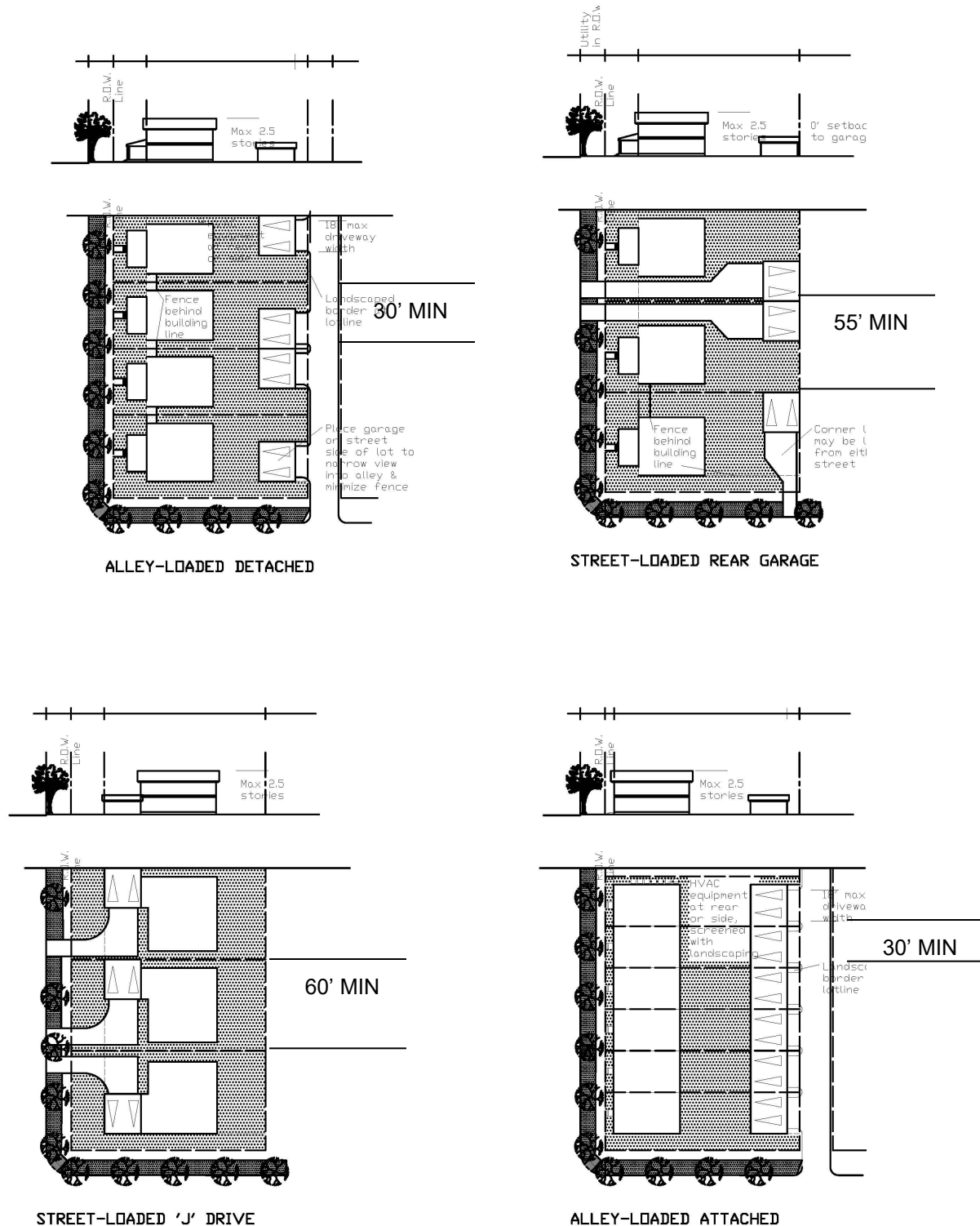
Buildings designed to accommodate retail or office occupancies on the ground floor shall comply with the Commercial Building Standards. The primary façade wall of the building shall be placed within 5' of the frontage property line unless a setback is used as a public plaza (See Parks and Open Spaces). In Subzone MUTEN, the primary façade wall shall be placed within 8' of the frontage property line.

## 2. MID-DENSITY RESIDENTIAL

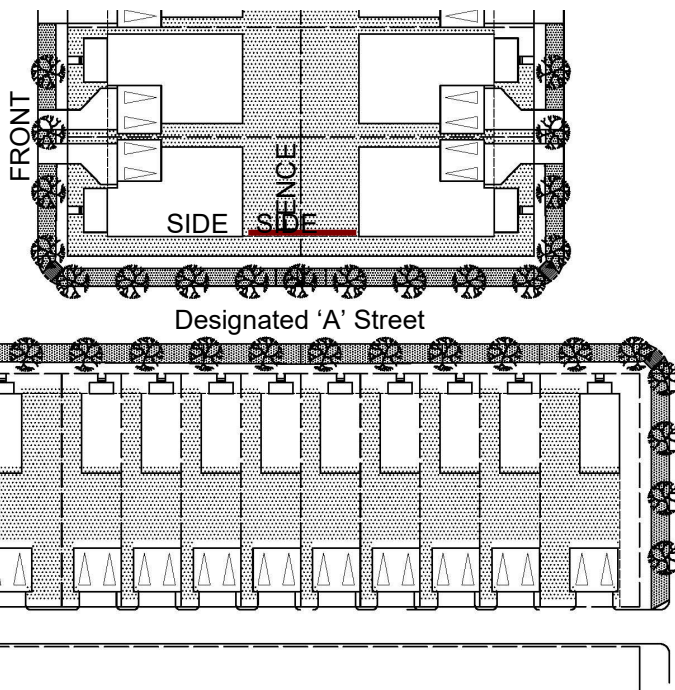
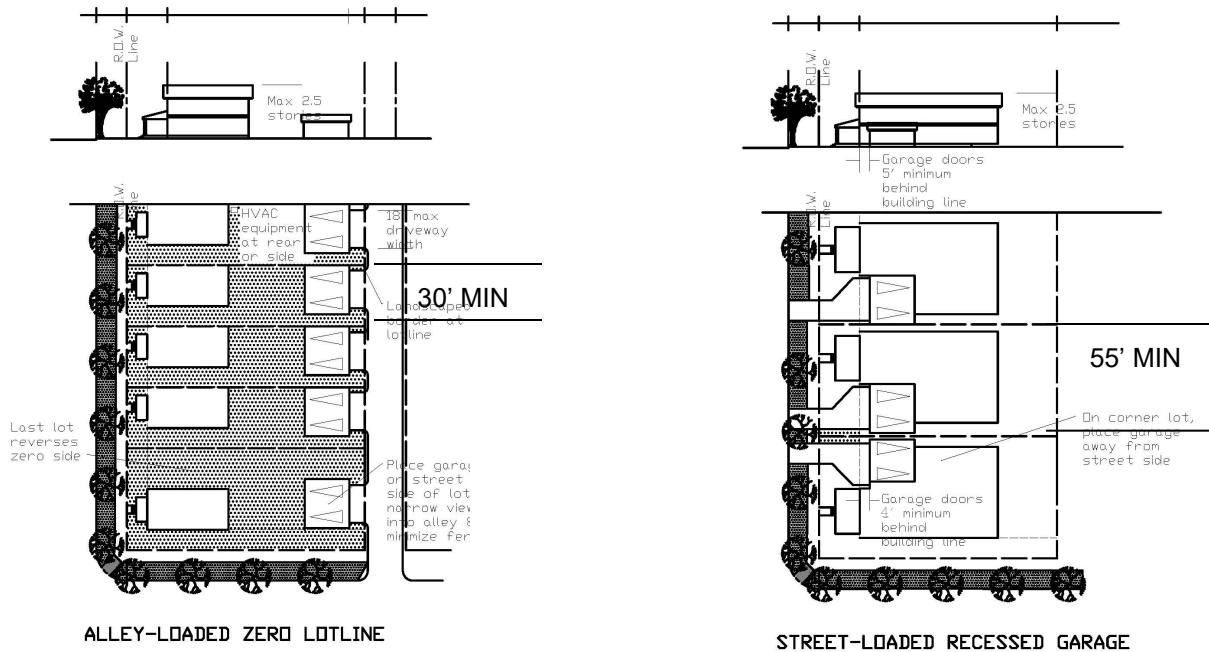
Buildings designed to accommodate multifamily residential occupancies on the ground floor shall comply with the Non-Commercial Building Standards. The primary façade wall of the building shall be placed between 5' and 8' from the frontage property line unless a setback is used as a public plaza (See Parks and Open Spaces).

**FIGURE 7.7: RESIDENTIAL LOT STANDARDS**

See the Development Standards in Table 2.2 and in Section 3



**FIGURE 7.7: RESIDENTIAL LOT STANDARDS**  
See the Development Standards in Table 2.2 and in Section 3



- Figure 7.8:  
**ALTERNATIVE COMPLIANCE ON 'A' STREET FRONTAGE FOR HOUSE ORIENTATION:**
1. Locate garage away from 'A' street frontage.
  2. The privacy fence cannot screen the side of the house, it can screen backyard only.
  3. Ground floor windows on the side of the house must be at least 1.25 times the window area on the front of the house.
  4. Setback from the 'A' street ROW must be equal to, or greater, than the setback on the front of the house.
  5. Landscaping on the side of the house shall be equal to, or greater, than the landscaping on the front.
  6. The use of this Alternate Compliance Provision shall be limited to no more than 25% of the lots with "A" street frontage.



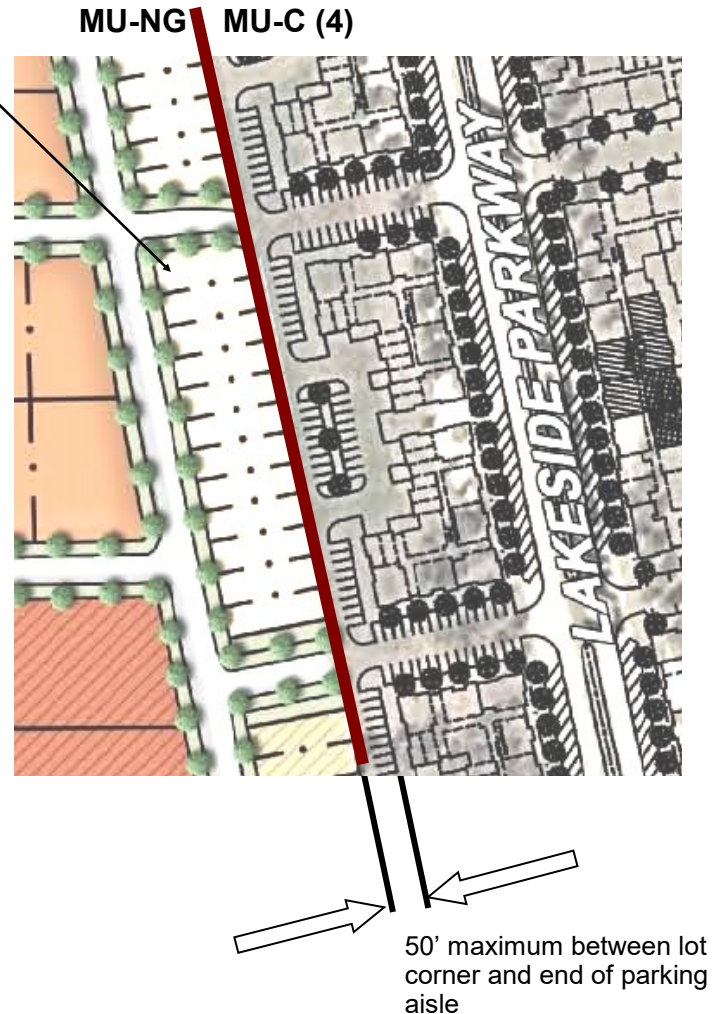
**SINGLE FAMILY DETACHED RESIDENTIAL LOT STANDARDS  
FOR LOTS 50' WIDE AND LARGER**

1. **Zones Permitted:** MU-NG
2. **Architecture**
  - a. All single family residential structures are encouraged to provide an architectural style which is appropriate to the site, the Lakeside DFW project, and the town of Flower Mound.
3. **Materials—Permitted and Prohibited:**
  - a. Materials for structures will be in compliance with Flower Mound Development Standards.
  - b. Minimum exterior façade—80 percent masonry façade.
4. **Building and accessory structures location on lot:**
  - a. Primary Building Structure must comply with Setback requirements.
  - b. Garage doors accessible from the street shall be constructed of decorative wood (“Carriage Door” Style) or stained simulated wood composite material
5. **Required Features:**
  - a. Architectural grade asphalt shingles, or better.
  - b. Wood or stained fiberglass simulated wood grain front door.
  - c. No façade may be repeated within any 5 adjacent lots or across the street from those lots.
  - d. Concealed HVAC units, trash storage, and utility meters.
  - e. Window openings and panes shall be vertically proportioned or square.
  - f. Flush mounted windows are prohibited.
  - g. If shutters are used, shutters shall be approximately one-half the width of, and the same height of the associated opening. All shutters shall be louvered, paneled, or constructed of boards as appropriate to the style of the building. Shutters do not need to be operable.
  - h. Gutters shall be copper, galvanized steel, aluminum or painted if exposed.
  - i. If chimneys are located on a street-facing wall, they shall extend to the ground.
  - j. If a porch is used, the porch column base shall not protrude beyond the bottom edge of the porch flooring.

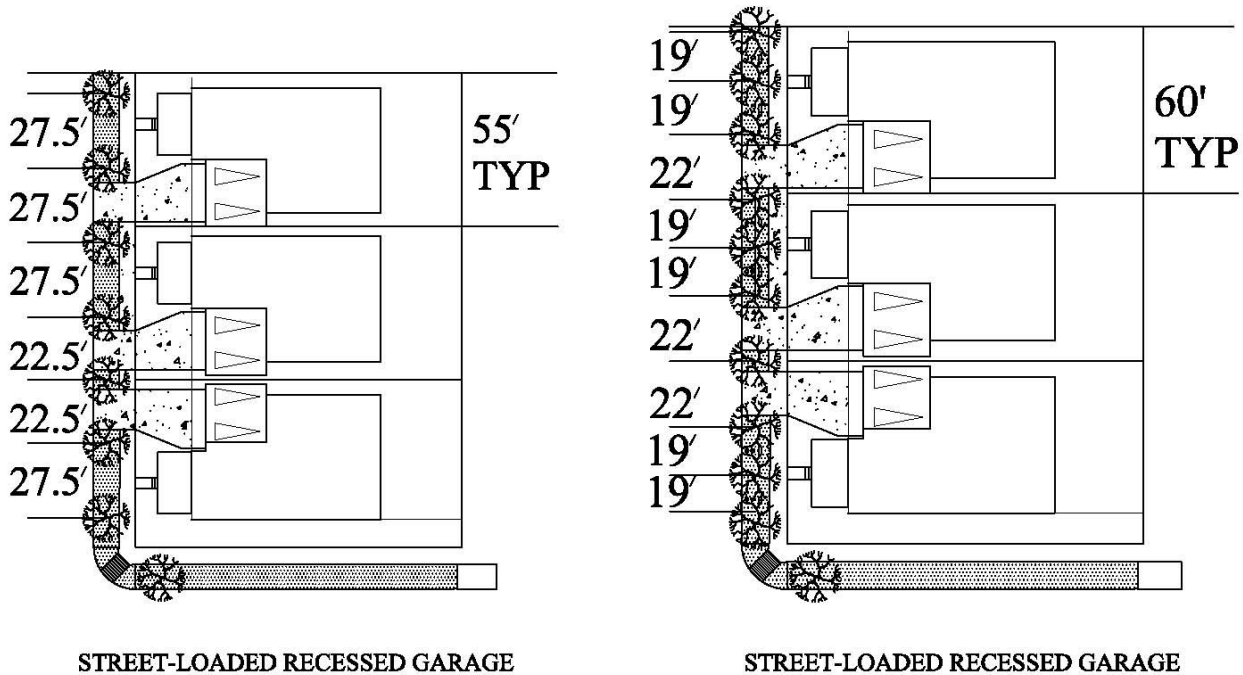
**SINGLE FAMILY DETACHED RESIDENTIAL LOT STANDARDS  
FOR LOTS 30' TO 55' WIDE**

1. **Zones Permitted:** MU-NG
2. **Base Standards:** The standards that apply to the larger lots also apply to the 30' to 55' lots.
3. **Block Consistency:** All facades within one block face shall be constructed of the same wall and roofing materials.
4. **Facade Height:** Front wall must be two stories for at least 75% of the frontage.
5. **Facade Articulation:** Façade must have articulated features, such as balconies, window trim, changes in the wall plane, porticos, stoops, or other architectural features to enhance the façade and differentiate it from neighboring facades.
6. **All units connected:** The gate to access the side yard must be located in approximately the same plane as the front wall and must have either wing walls to match the building façade or a full height gate with lintel or arch over the gate.
7. **Side Street Enclosure:** The maximum distance between the lot corner of the end unit of the block and the far side of the parking aisle shall be 50'.

*Figure 7.9: Transition between Subzones*



**FIGURE 7.10: Requirements for front-loaded lots.**



Front-loaded lots are lots whose garages are accessed from the street rather than from an alley. These lots must comply with the following criteria.

1. Lots greater than 60 feet in width at the building line must have at least three living street trees in parkway frontage of the lot. At developer's option, 5 trees of minimum 4 inch caliper may be planted over two adjacent lots. The spacing of the trees shall be approximately as shown in figure 7.9, but may be reasonably adjusted to allow for more uniform spacing of trees, utilities lines, meters, obstructions, drainage, and other practical considerations.
2. Lots greater than 55 feet in width, but less than 60' in width, must have at least two living street trees in parkway frontage of the lot. The spacing of the trees shall be approximately as shown in figure 7.9, but may be reasonably adjusted to allow for more uniform spacing of trees, utilities lines, meters, obstructions, drainage, and other practical considerations.
3. A maximum of 30 front-loaded lots, between 55' and 60' in width are permitted under this Development Code.
4. Lots less than 55 feet in width, must be served by an alley and not use driveways located in the front of the lots. Street trees will be located in accordance with the requirements of Table 3.2.

5. At least 7 of the front loaded 55 foot lots shall be constructed with alleys behind the lots.
6. The driveway width must be no greater than 15 feet in width at the sidewalk..
7. On lots less than 60' in width, garages shall not comprise more than 50% of the front façade.
8. Garage must be set back from the building line 5' farther than the front wall of the house.
9. Front facing garage doors shall have individual stall doors divided with a masonry column.
10. Garage doors on all front loaded lots shall be treated with at least two of the following architectural elements. Garage doors greater than 15' from the front building setback line are exempt from this rule.
  - a. Embossed panel doors or wood facing
  - b. Decorative brick or arch over doors
  - c. Multiple coach lamps
  - d. Decorative door hardware and straps
  - e. Garage doors recessed at least 12 inches from the face plane of the garage
  - f. Driveway finish upgraded to one of the following: stamped concrete, concrete pavers, pebble finish concrete, salt finish concrete.

SIGNAGE STANDARDS

**SECTION 8: SIGNAGE**

- A. Chapter 86 of the Code of Ordinances. Signage in Lakeside DFW shall comply with Chapter 86 of the Code of Ordinances, as in effect on the date of this Ordinance, except as amended, modified or excluded below.
- B. For new signs, the standards in Table 8.1 shall apply to SUBZONE MU-TNG and sign permits shall be approved administratively by the Town of Flower Mound Building Official unless specifically noted in this section.
- C. For new signs in Subzones MU-C(1), MU-C(2), MU-C(3), MU-C(4), MU-N(1), MU-N(2), MU-TMR(1), MU-TMR(2), MU-TMR(3), MU-TEN, Section 8.D shall apply.

| TABLE 8.1             | MU-MR | MU-C | MU-TNG | MU-N | MU-EN | STANDARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------|-------|------|--------|------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Wall (Building) Signs | P     | P    | NP     | NP   | P     | <ul style="list-style-type: none"> <li>For all ground floor commercial uses (retail, office, and restaurant): One sign per tenant space; area to be calculated at 1.5 sq. feet per linear foot of public street frontage for the tenant space with a maximum of 100 sq. ft per tenant on each street frontage that tenant has frontage.</li> <li>Second and upper floor commercial uses may also be permitted one second floor wall sign per tenant space per public street frontage; area to be calculated at 1.5 sq. feet per linear foot of second or upper floor frontage along that public street with a maximum of 100 sq. feet.</li> <li>Live-Work: One sign limited to an area of 10 sq. feet maximum, and a maximum height of 2 feet</li> <li>Home occupations in residential buildings: One sign limited to an area of 5 sq. feet maximum and maximum height of 16 inches</li> <li>Building sign may encroach a maximum of 12" on to a sidewalk while maintaining a vertical clearance of 7 feet from the finished sidewalk.</li> <li>Building signs may be internally or externally lit.</li> <li>Marquee signs permitted only as specified below.</li> </ul> |
| Monument Signs        | P     | P    | NP     | P    | P     | <ul style="list-style-type: none"> <li>One monument sign per lot per lot street frontage (no more than 2 per lot separated by at least 100 feet) limited to a maximum of 50 sq. feet per sign face and 6 feet in height.</li> <li>Signs must be illuminated from ground mounted lighting.</li> <li>Permitted only along FM 2499, Lakeside Parkway, and Slip Road Frontages, and on open space as shown on Figure 5.1 (except park #9).</li> <li>*Monument sign within the open space area as shown on Figure 5.1 (except Park #9 ) shall be allowed for the purpose of open space identification and/or advertising an event or activity within a programmable open space. Monument signs may be back lit or illuminated from a ground mounted light source.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                  |
| Window Signs          | P     | P    | NP     | P    | P     | <ul style="list-style-type: none"> <li>Limited to 25% of the storefront glass area.</li> <li><u>The following shall be exempt from this limitation:</u></li> <li>Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs;</li> <li>Artwork that is not used as advertising</li> <li>Directory or wayfinding signage</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Building Blade Signs  | P     | P    | NP     | P    | P     | <ul style="list-style-type: none"> <li>One per building (commercial and mixed use buildings only).</li> <li>Area = 30 sq. feet maximum per sign face.</li> <li>May encroach a maximum of 6 feet over a sidewalk, but shall not encroach over any parking or travel lane.</li> <li>Building blade signs may be attached to the building at the corners of building or along any street facing façade above the first floor facade.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

| TABLE 8.1                    | MU-MR | MU-C | MU-TNG | MU-N | MU-EN | STANDARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------|-------|------|--------|------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tenant Blade Signs           | P     | P    | NP     | P    | P     | <ul style="list-style-type: none"> <li>One per commercial tenant space (retail, office, or restaurant use).</li> <li>Area = 20 sq. feet maximum per sign face.</li> <li>May encroach a maximum of 4 feet over a public sidewalk, but shall not encroach over any parking or travel lane.</li> </ul> <p>Tenant blade signs shall be oriented perpendicular to the building façade and hung under the soffit of an arcade or under a canopy/awning or attached to the building façade immediately over the ground floor tenant space while maintaining a vertical clearance of 7 feet from the finished sidewalk.</p> |
| Marquee Signs                | P     | P    | NP     | NP   | P     | <ul style="list-style-type: none"> <li>Permitted for theatres, auditoriums, and other public gathering venues of 100 persons or more.</li> <li>Marquee signs shall be attached to the building or located above or below a canopy only.</li> <li>Area = 150 sq. feet maximum, per face.</li> <li>Message board may be changeable copy (electronic and non-electronic). Electronic message boards shall be non-flashing.</li> </ul>                                                                                                                                                                                  |
| For sale/for lease signs     | P     | P    | NP     | P    | P     | <ul style="list-style-type: none"> <li>Size is limited to 32 sq. feet per sign face.</li> <li>All other standards are the same as Town of Flower Mound Sign Regulations.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Address signs                | P     | P    | P      | P    | P     | Same as Town of Flower Mound Sign Regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Temporary construction signs | P     | P    | P      | P    | P     | 1 free standing sign per lot during construction only; limited to 32 sq. feet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Banners                      | P     | P    | P      | P    | P     | Same as Town of Flower Mound Sign Regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Sandwich board signs         | P     | P    | NP     | P    | P     | <ul style="list-style-type: none"> <li>Permitted only for retail, service, or restaurant uses.</li> <li>Limited to 15 sq. feet per sign face per storefront.</li> <li>Sign may not exceed 5 feet in height.</li> <li>A minimum of 6 feet of sidewalk shall remain clear.</li> <li>Chalkboards may be used for daily changing of messages.</li> <li>Readerboards (electronic and non-electronic) shall be prohibited.</li> <li>Sign shall be removed every day after the business is closed.</li> </ul>                                                                                                              |
| Light Pole Banners           | P     | P    | P      | P    | P     | <ul style="list-style-type: none"> <li>Permitted only with approval of the City.</li> <li>Max. 15 sq. feet per sign face.</li> <li>Limited to one per light pole.</li> <li>Light pole banners shall be limited to publicize community-wide events, holiday celebrations, public art, and other city sponsored events.</li> </ul>                                                                                                                                                                                                                                                                                    |
| Directory signs              | P     | P    | NP     | P    | P     | <ul style="list-style-type: none"> <li>Shall be allowed for all multi-tenant commercial and mixed use buildings.</li> <li>One directory sign per each multi-tenant building entrance limited to 20 sq. feet in area.</li> <li>Design of the sign shall be integral to the façade on which the sign is to be affixed.</li> </ul>                                                                                                                                                                                                                                                                                     |



| TABLE 8.1         | MU-MR | MU-C | MU-TNG | MU-N | MU-EN | STANDARD                                                                                                                                                                                   |
|-------------------|-------|------|--------|------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pole signs        | NP    | NP   | NP     | NP   | NP    | May only be permitted as part of a Master Sign Plan.                                                                                                                                       |
| LED Signs         | NP    | NP   | NP     | NP   | NP    | <p>Shall be covered by a lens or diffuser.</p> <p>May only be permitted where electronic message boards are permitted.</p> <p>Or, may only be permitted as part of a Master Sign Plan.</p> |
| Off-premise signs | NP    | NP   | NP     | NP   | NP    | Signs advertising businesses within the Lakeside DFW mixed use zone shall be considered on-premise signage.                                                                                |

## SECTION 8.D

This set of regulations replaces Section 8 of the Lakeside DFW Development Code with respect to the following subzones only: MU-C(1), MU-C(2), MU-C(4), MU-N(1), MU-N(2), MU-TMR(1), MU-TMR(2), MU-TMR(3), MU-TEN. Except for restaurants over 3500 square feet, each building tenant is limited to no more than four of the following sign types per tenant elevation: Wall Signs, Projecting Wall Signs, Business Blade Signs, Window Signs, or Awning Signs.

### Sec. 86

#### Sec. 86.63

Directional signs may be placed by the Lakeside Owners Association in the public right-of-way mounted on the ground or on a light pole or street sign. An example of an approved directional sign in public right-of-way is attached on Exhibit A.

### Sec. 86-67 · Ground Signs

(6) All ground signs shall be set back at least 5 feet from any public street right-of-way line.

(7) A maximum of two tenants may be identified per ground sign.

(8) Ground signs shall be located at least 75' apart and at least 10 feet from the property lines of any other lot.

(11) Ground signs may display any business located within Lakeside DFW even if the business is located on a different lot than the ground sign.

(15) An example of an approved ground sign for Lakeside DFW is attached on Exhibit B.

(16) There shall be no more than two ground signs on Lot 1, Block C, Lakeside DFW; no more than three ground signs on Lot 1, Block B, Lakeside DFW; no more than two ground signs on Lot 2, Block A, Moviehouse Addition; no more than one ground sign per street frontage on Lot 1, Block A Moviehouse Addition; and no more than three ground signs along the frontage of FM 2499 and no more than two ground signs along the frontage of Lakeside Parkway on Subzone MU-TMR (2); no more than 6 ground signs on Subzone MU-TMR (3) as indicated in Exhibit K, all other lots shall be lim-

ited in quantity per Chapter 86 of the Town of Flower Mound code.

### Sec. 86-68 - Wall Signs

(a)(5) Tenants may have wall signs on each of their exterior elevations per the table in subsection 6. Each wall sign shall be measured separately for maximum width and height measurements for the signs on that particular elevation. The maximum width and height measurements of wall signs shall comply with Exhibit I.

(b)(4)(d) One Building Identification Sign shall be allowed per building per street frontage.

(b)(4)(g) Use of a Building Identification Sign shall not require a reduction of the permitted tenant signs.

#### (b)(6) Projecting Wall Sign

- A projecting business wall sign is mounted to the building perpendicular to the building and may project a maximum of 6 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have 10 feet of clearance above the sidewalk.
- May have a maximum height of 15 feet, maximum width of five feet.
- May be allowed in addition to any other permitted signs, with the exception of e. below.
- An example of an approved projecting business wall sign is shown on Exhibit C.
- May only be used on an exterior elevation in lieu of a surface wall sign, unless applicant is a restaurant containing 3,500 square feet or more, in which case, may be used in addition to a surface wall sign.

#### (b)(7) Projecting Building Identification Wall Signs

- A projecting building identification wall sign is mounted to the building perpendicular to the building and may project a maximum of 6 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have 10 feet of clearance above the sidewalk.
- The maximum sign height is 15 feet and the maximum area per side is 60 square feet.
- A projecting building identification wall sign would be in lieu of a building identification wall sign.
- An example of an approved projecting building identification sign is shown on attached Exhibit D.
- No more than one projecting building identification wall



sign shall be permitted per building.

**(b)(8) Business Blade Signs**

- a. In addition to other signage allowed per this section, Businesses may have one blade sign per exterior elevation not to exceed 15 square feet per sign. These signs are installed perpendicular to the building to show the name of the business to pedestrian traffic. Blade signs may project a maximum of 5 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have a minimum of 8 feet of clearance above the sidewalk.
- b. An example of an approved business blade sign is shown on attached Exhibit E.

**(b)(9) Marquee Signs**

- a. A marquee sign is a major sign affixed to a building, projecting from the building wall, identifying a building, a project, or a tenant, and serves as a landmark to the development.
- b. Permissible for movie theaters, auditoriums, entertainment clubs, any assembly venue of at least 100 persons, or the name of a development.
- c. May have a maximum height of 25 feet, maximum width of six feet.
- d. No more than four marquee signs may be allowed within Lakeside DFW and may only be permitted in the areas identified on Exhibit F.
- e. May project a maximum of 7 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have a minimum of 10 feet of clearance above the sidewalk.
- f. Message boards on a marquee sign for the movie theater only may contain a changeable message, both electronic and changeable panel.
- g. An example of an approved marquee sign is shown on the attached Exhibit G.
- h. May not advertise more than one of the permissible uses outlined in b. above on each sign.

**(b)(10) Entrance Marquee Sign**

- a. One of the four marquee signs authorized pursuant to paragraph (b)(9), hereof, may be an entrance marquee sign
- b. The entrance marquee sign shall comply with the all regulations set forth in paragraph (b)(9) pertaining to marquee signs; provided, however, that the entrance monument sign may have a maximum height of 30 feet.

**Sec. 86-69 - Window Signs**

Window signs shall be limited to a maximum of 25 percent of window area.

**Sec. 86-70 -Awning or canopy signs**

Awning or canopy signs may be used in addition to other signs permitted by Chapter 86, subject to the following:

(2) Business logos/text are permitted to be applied to the

sloped portion or front valance of the canopies/awnings and may appear on more than one awning.

(9) The total sign area for an awning or canopy sign shall not exceed the maximum allowance as outlined in section 86-68. The area of awning or canopy signs will not be deducted from the area allowed for other permitted signs.

(11) Any typeface for awning or canopy signs shall be allowed.

(12) Permits for awning signage will be issued as one sign permit per business, whether they are applying for signage on one or multiple awnings.

**Sec. 86-73 • Temporary commercial signs**

***(8) Coming Soon or now open signs.***

a. One sign shall be permitted per building elevation for each business. If the business has 30' or more of lineal building elevation, then two signs shall be permitted on that elevation.

g. Such sign(s) shall be allowed for a maximum period of 60 days, after which it must be removed.

i. Permits for coming soon and/or now open signs, respectively, will be issued as one sign permit per business, whether they are applying for one or multiple signs.

***(14) Sandwich board/ A frame signs***

Sandwich board signs shall be permitted for retail uses. No permit is required, but the signs must comply with the following:

- a. The maximum size for a sandwich board sign shall be three and one-half feet (3.5') in height by two and one-half feet (2.5') in width.
- b. A sandwich board sign shall be located near the entrance to business that it advertises and must not impede pedestrian traffic.
- c. Sandwich board signs must be professionally made, be constructed of durable materials and be sufficiently weighted to prevent movement by wind or other elements.
- d. Sandwich board signs cannot be permanently attached to any object or the ground.
- e. All sandwich board signs must be moved indoors during times of heavy rain or high winds and after business hours.
- f. A sandwich board sign must be uncluttered, with a minimum of text. Logos and graphics are encouraged.
- g. An example of an approved sandwich board/ A-frame sign is attached on Exhibit H.

\* Illuminated signs on construction cranes located within MU-TEN and MU-C(3) subzones complying with EXHIBIT J shall be allowed.

Exhibit A

Example of an Approved Directional Sign in Public Right-of-Way



Exhibit B

Example of an Approved Ground Sign



Exhibit D

Example of an Approved Projecting Building Identification Sign

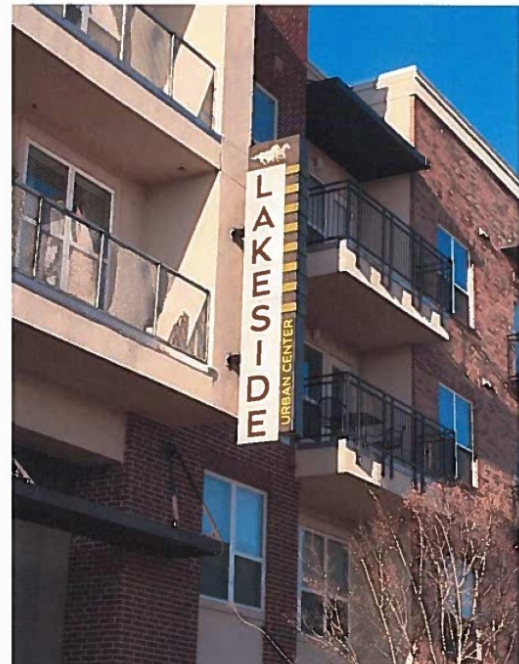
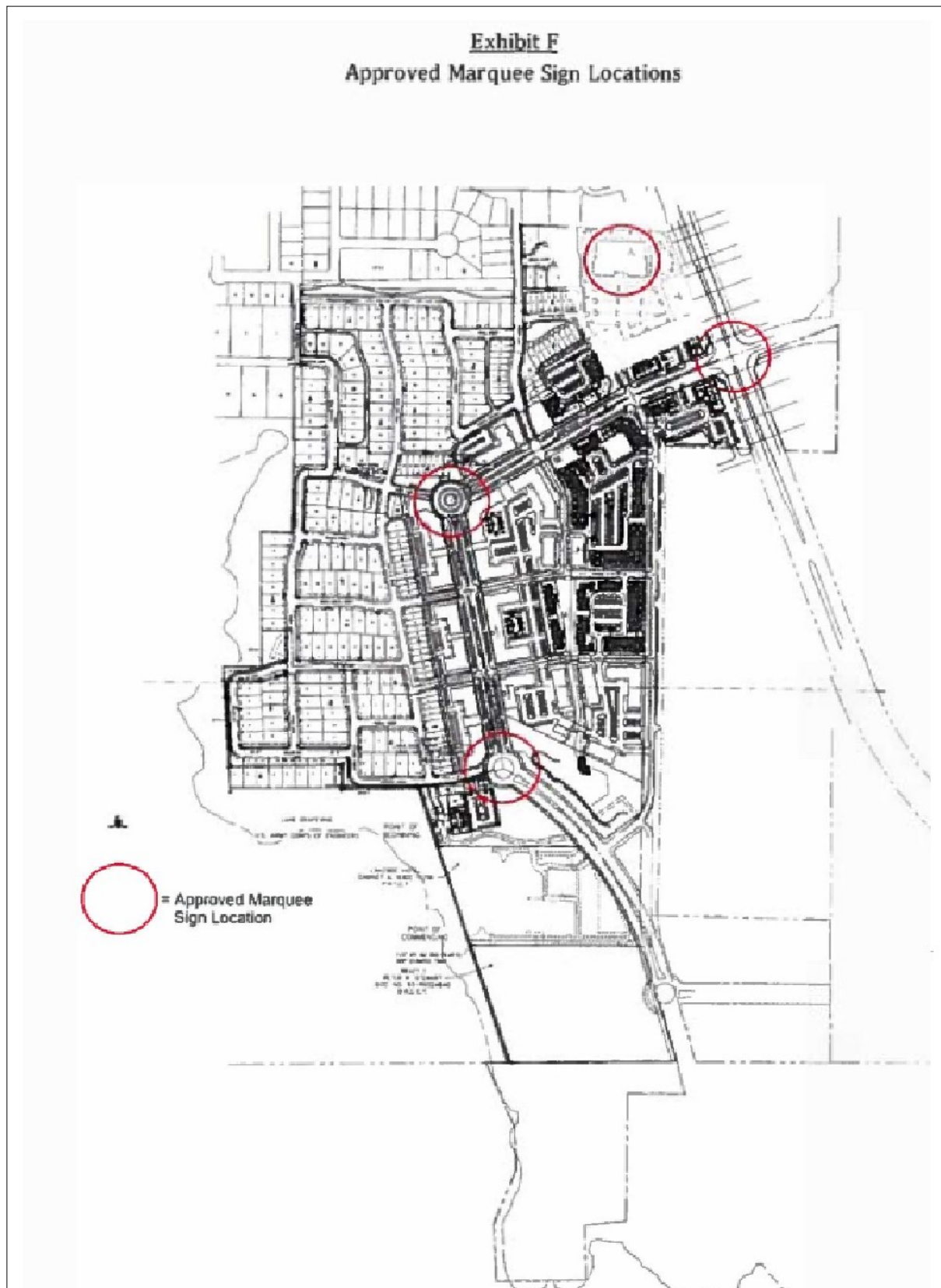


Exhibit C

Example of an Approved Projecting Business Wall Sign







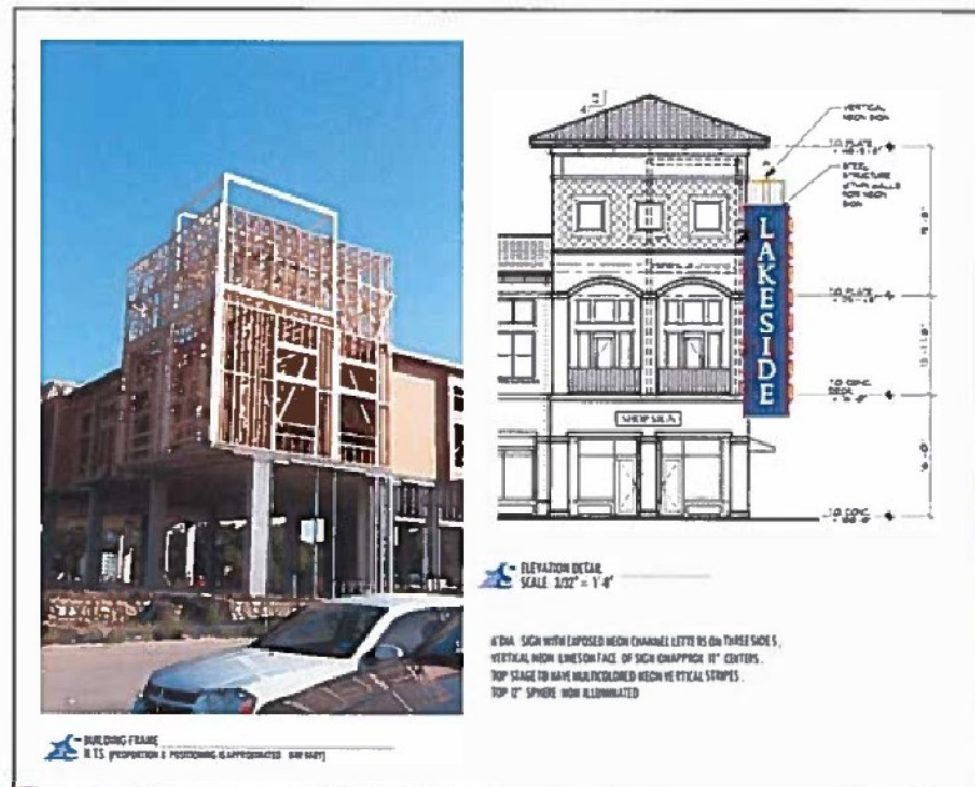
**Exhibit E**  
Example of an Approved Business Blade Sign



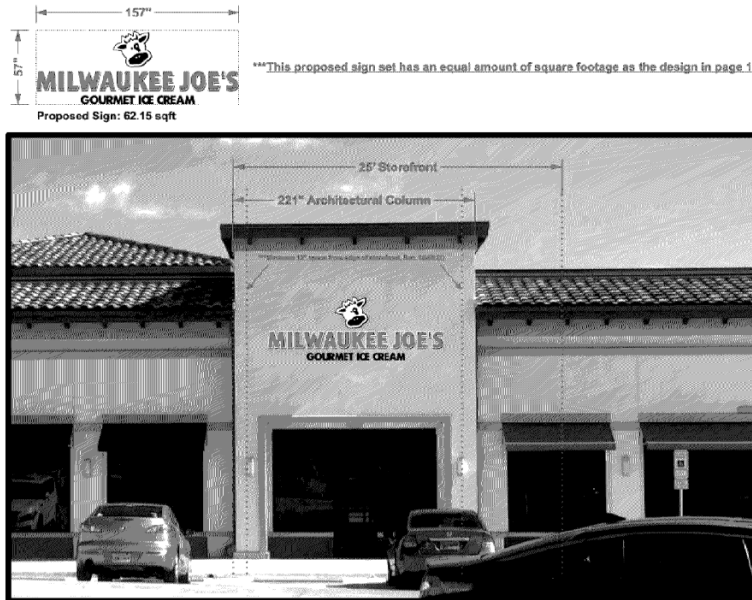
**Exhibit H**  
Example of an Approved Sandwich Board/ A-Frame Sign



**Exhibit G**  
Example of an Approved Marquee Sign



## EXHIBIT I: WALL SIGN Proposed Configuration



## EXHIBIT J: ILLUMINATED SIGN ON CONSTRUCTION CRANE

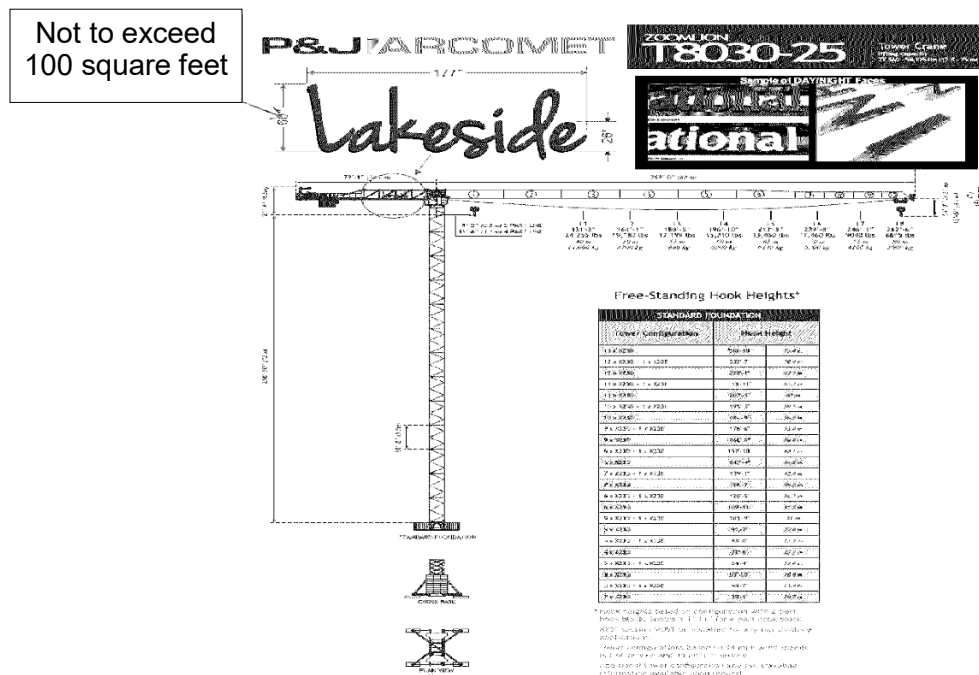
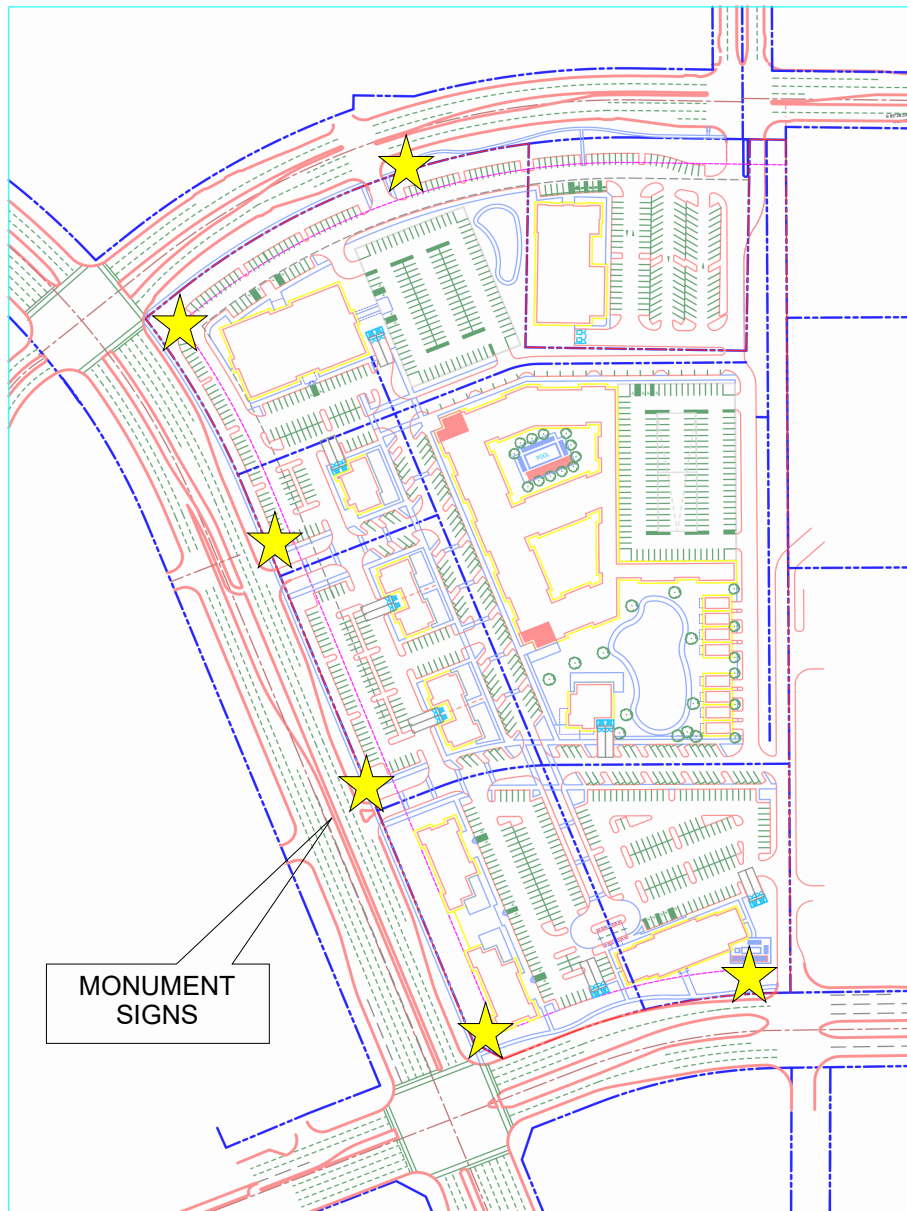


EXHIBIT K  
MONUMENT SIGNS IN SUBZONE MU-TMR(3)



*Figure 3.9.6 Monument Signage for Subzones MU-TMR(3) and MU-N(2)  
Sign Setbacks shall comply with Section 8.D.*

APPENDIX

|           |                   |
|-----------|-------------------|
| EXHIBIT A | Slope Protection  |
| EXHIBIT B | Legal Description |



## **APPENDIX A**

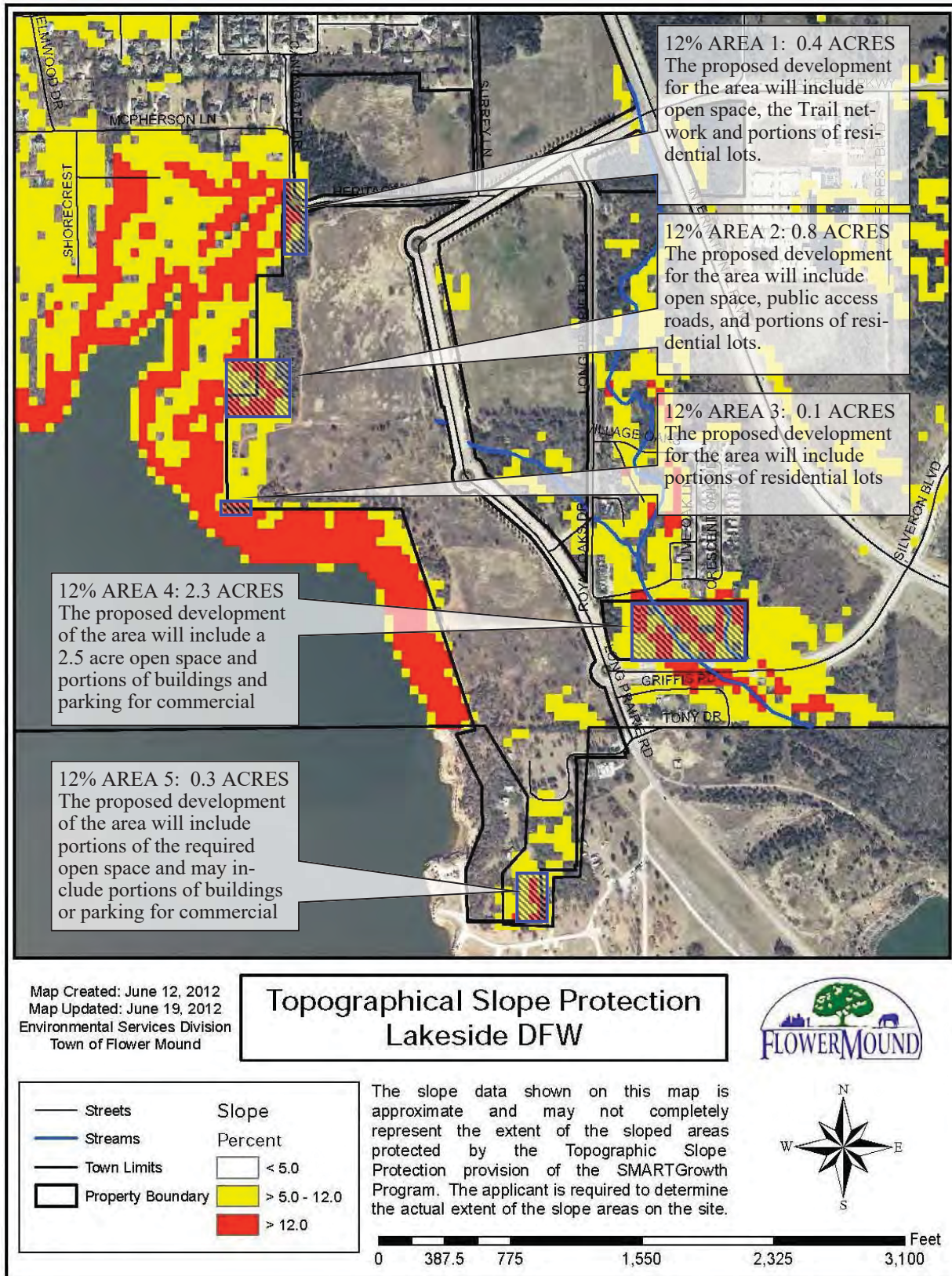
### Pursuant to Section 98-147. Topographical Slope Protection

It is the intention of the project to comply with the intent of the slope protection criteria as identified in the Master Plan to the extent possible. Where the requirements of the site dictate exceptions be made, the project will use the prevailing best management practices to minimize the impact of the development on the existing topography. This will be accomplished using the following practices where feasible within the constraints of the development:

- Detailed plans shall be provided at the time of platting.
- Silt fencing will be installed and maintained along the perimeter of the site..
- Silt fencing will be installed perpendicular to the direction of flow.
- Major soil disturbing activities will be sequenced to preserve existing vegetation.
- Storm water control devices will be installed to limit runoff, and reduce the velocity of concentrated flows.
- The steepest slopes will be preserved where feasible, for parks or open space, or private yards.
- Retaining walls shall be limited to 4' in height where, in the discretion of the Applicant, such a limit is feasible.
- Sheet flow will be the primary alternative for storm water runoff.
- Shallow turf swales shall be the secondary alternative for water runoff.
- Existing trees shall be retained if, in the discretion of the Applicant, such retention is possible.
- Other BMP's as described in the Town's engineering and design criteria, shall be utilized where feasible.

Realty Capital Management  
 Dallas, TX

**LAKESIDE DFW DEVELOPMENT CODE**  
 FLOWER MOUND, TEXAS

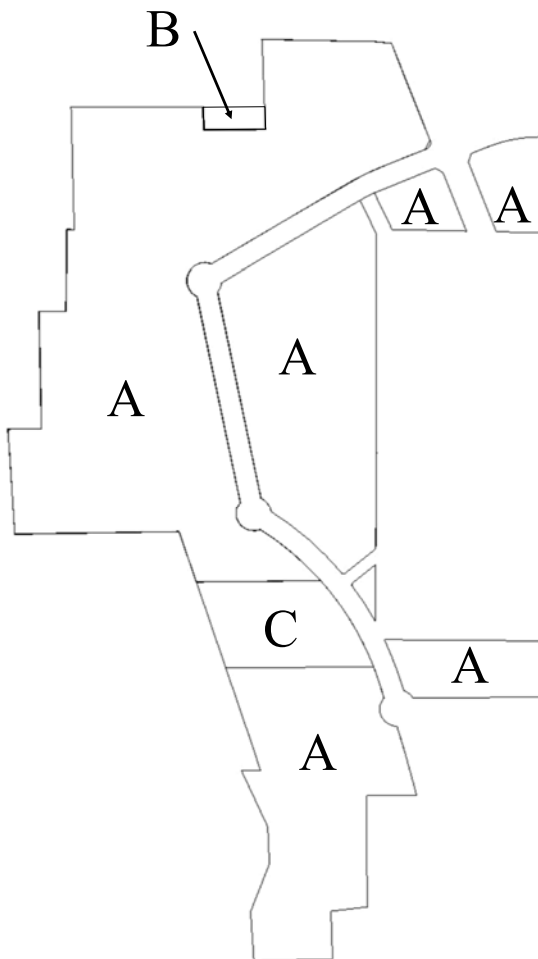


## LEGAL DESCRIPTIONS

A: Tracts labelled "A" were included in the original establishment of the Lakeside DFW development district. The legal description is attached as Tract A..

B: The 0.88 acre tract was annexed on March 4, 2013 into the Lakeside DFW development district. The legal description is included in attached Ordinance 12-13.

C: The approximate 9 acre tract, formerly known as the Hines Property, is proposed to be annexed into the Lakeside DFW development district. The legal description is attached as Tract C.



### TRACT C LEGAL DESCRIPTION

STATE OF TEXAS  
COUNTY OF DENTON

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to the LAKESIDE DFW LAND, LTD. As recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas ( DRDCT ) and being more particularly described as follows;

BEGINNING at a ½ inch Iron rod set with a red plastic cap stamped "W.A.I." at the intersection of the northerly line of Tract 1 as conveyed to Peter P. Stewart recorded in Volume 11029, Page 130B ( DRDCT ) and the westerly Right-of-Way line of LAKESIDE PARKWAY ( 120' Right-of-Way );

THENCE departing the westerly Right-of-Way line of said LAKESIDE PARKWAY and along the northerly line of said Tract 1 North 89 deg 54 min 43 sec West a distance of 840.54 feet to a ½ inch Iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being set in the east line of a tract of land conveyed to the United States of America known as Tract B-112;

THENCE departing the northerly line of said Tract 1 and along the easterly line of said Tract B-112 North 18 deg 09 min 28 sec West a distance of 520.11 feet to ½ inch Iron rod set with a red plastic cap stamped "W.A.I." for corner;

THENCE departing the easterly line of said Tract B-112 South 89 deg 54 min 43 sec East a distance of 707.12 feet to a ½ inch Iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being set in the westerly Right-of-Way line of said LAKESIDE PARKWAY and being the beginning of a non-tangent curve to the right having a radius of 1640.00 feet and having a chord bearing of South 30 deg 51 min 58 sec East and a chord length of 575.99 feet;

THENCE along the westerly Right-of-Way line of said LAKESIDE PARKWAY continuing along said non-tangent curve to the right through a central angle of 20 deg 13 min 41 sec and an arc length of 575.99 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bound 9.000 acres or 392,042square feet of land more or less. Bearings contained within this field note description are based upon an on the ground survey performed in the field on the 11th day of April, 2005 utilizing the bearings as found on a ALTA/ACSM Land Title Survey prepared by Winkelmann & Associates, Inc. dated May, 2003, Project Number 02219.02(52).



ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

Land

TRACT 1:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows:

BEGINNING at a Texas Highway Department Monument found at the southerly corner of a corner clip located at the intersection of the northeasterly Right-of-Way line of F.M. ROAD 2499 (160 feet Right-of-Way) and southerly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way) said point being the most southwesterly corner of a Right-of-Way Dedication recorded in Volume 2559, Page 990 (DRDCT);

THENCE departing the northeasterly Right-of-Way line of said F.M. ROAD 2499 and along said corner-clip North 18 degrees 49 minutes 04 seconds East a distance of 52.31 feet to a point for corner, said point being in the southerly Right-of-Way line of said LAKESIDE PARKWAY as recorded in a Right-of-Way Dedication recorded in Volume 4589, Page 1430;

THENCE departing said corner-clip and along the southerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

North 69 degrees 15 minutes 09 seconds East a distance of 103.35 feet to a point for the beginning of a curve to the right having a radius of 800.00 feet and having a chord bearing of North 79 degrees 46 minutes 30 seconds East and a chord length of 292.19 feet;

Continuing along said curve to the right through a central angle of 21 degrees 02 minutes 42 seconds and an arc length of 293.84 feet to a point for the point of tangency;

South 89 degrees 42 minutes 09 seconds East a distance of 14.67 feet to a point for corner;

THENCE departing the southerly Right-of-Way line of said LAKESIDE PARKWAY South 00 degrees 40 minutes 36 seconds West a distance of 547.17 feet to a point for corner;

THENCE North 87 degrees 59 minutes 19 seconds West a distance of 258.08 feet to a 1/2 inch iron rod found for corner in the northeasterly Right-of-Way line of said F.M. Road 2499;

THENCE along the northeasterly Right-of-Way line of said F.M. ROAD 2499 North 20 degrees 59 minutes 16 seconds West a distance of 427.82 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 4.130 acres or 179,891 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by FNTB.

TRACT 2:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being

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TRACT A LEGAL DESCRIPTION

more particular described as follows;

BEGINNING at a point at the most southeasterly corner of a Right-of-Way dedication as recorded in Volume 2559, Page 990, said point being set in the southwesterly Right-of-Way line of F.M. Road 2499 (160 feet Right-of-Way);

THENCE along the southwesterly Right-of-Way line of said F.M. ROAD 2499 South 21 degrees 02 minutes 00 seconds East a distance of 359.91 feet to a 1/2 inch iron rod found for corner;

THENCE departing the southwesterly Right-of-Way line of said F.M. ROAD 2499 North 88 degrees 02 minutes 03 seconds West a distance of 422.81 feet to a point for corner in the easterly Right-of-Way line of OLD F.M. ROAD 2499 (90 feet Right-of-Way), which a 1/2 inch iron rod found bears North 89 degrees 02 minutes 14 seconds West a distance of 0.79 feet;

THENCE along the easterly Right-of-Way line of said OLD F.M. ROAD 2499 South 00 degrees 32 minutes 42 seconds West a distance of 4.73 feet to a point for corner;

THENCE North 26 degrees 30 minutes 08 seconds West a distance of 226.09 feet to a point for corner;

THENCE North 19 degrees 11 minutes 04 seconds East a distance of 14.01 feet to a point for corner in the southerly Right-of-Way line of said Lakeside Parkway, said point being the beginning of a non-tangent curve to the right having a radius of 1440.00 feet, a chord bearing of North 66 degrees 56 minutes 32 seconds East and a chord length of 101.07 feet;

THENCE along the southerly line of said Lakeside Parkway as follows:

Along said non-tangent curve to the right through a central angle of 04 degrees 01 minutes 21 seconds and an arc length of 101.10 feet to a point for corner;

North 68 degree 57 minutes 12 seconds East a distance of 268.86 feet to a point for corner at a corner-clip.

THENCE departing the southerly Right-of-Way line of said LAKESIDE PARKWAY and along said corner-clip South 60 degrees 50 minutes 20 seconds East a distance of 52.44 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 2.889 acres or 125,862 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

TRACT 3:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particular described as follows;

BEGINNING at a point at a corner-clip and being the most northeasterly corner of a Right-of-Way Dedication recorded in Volume 2559, Page 990, said point being set in the southwesterly Right-of-Way line of F.M. ROAD 2499 (160 feet Right-of-Way);



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TRACT A LEGAL DESCRIPTION

THENCE departing the southwesterly Right-of-Way line of said F.M. ROAD 2499 and along said corner-clip South 28 degrees 23 minutes 02 seconds West a distance of 61.18 feet to a point for corner in the northerly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way), said point being the most northeasterly corner of a Right-of-Way Dedication recorded in Volume 4589, Page 1443;

THENCE along the northerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

South 68 degrees 57 minutes 12 seconds West a distance of 255.59 feet to a point for the beginning of a curve to the left having a radius of 1560.00 feet and having a chord bearing of South 64 degrees 29 minutes 59 seconds West and a chord length of 242.28 feet;

Continuing along said curve to the left through a central angle of 08 degrees 54 minutes 27 seconds and an arc length of 242.32 feet to a point for the point of tangency;

South 60 degrees 02 minutes 46 seconds West a distance of 455.07 feet to a point for corner in the northerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way);

THENCE departing the northerly Right-of-Way line of said LAKESIDE PARKWAY and along the northerly Right-of-Way line of said HERITAGE LANE North 89 degrees 31 minutes 39 seconds West a distance of 40.86 feet to a point for corner at the intersection of the northerly Right-of-Way line of said HERITAGE LANE and the easterly Right-of-Way line of SURREY DRIVE (variable width Right-of-Way);

THENCE departing the northerly Right-of-Way line of said HERITAGE LANE and along the easterly Right-of-Way line of said SURREY DRIVE North 01 degrees 28 minutes 19 seconds West a distance of 1061.44 feet to a point for corner;

THENCE departing the easterly Right-of-Way line of said SURREY DRIVE South 88 degrees 10 minutes 29 seconds East passing a 1/2 inch iron rod found at a distance of 147.09 feet continuing in all a distance of 646.80 feet to a 1/2 inch iron rod found for corner;

THENCE South 83 degrees 01 minutes 01 seconds East a distance of 91.12 feet to a point for corner in the southwesterly Right-of-Way line of said F.M. Road 2499;

THENCE along the southwesterly Right-of-Way line of said F.M. ROAD 2499 South 21 degrees 00 minutes 54 seconds East a distance of 592.00 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 16.261 acres or 708,342 square feet of land more or less. Bearings contained within these field note are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

TRACT 4:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

BEGINNING at a point in the westerly Right-of-Way line of OLD F.M. ROAD 2499 (90 feet Right-of-Way);

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TRACT A LEGAL DESCRIPTION

THENCE along the westerly Right-of-Way line of said OLD F.M. ROAD 2499 as follows;

South 00 degrees 28 minutes 57 seconds West a distance of 1290.19 feet to a point for corner from which a Concrete Right-of-Way Monument found bears North 05 degrees 34 minutes 38 seconds West a distance of 2.20 feet;

South 01 degrees 11 minutes 16 seconds West a distance of 550.03 feet to a point for corner in the northerly Right-of-Way line of LAKESIDE PARKWAY (70 feet Right-of-Way) as recorded in Volumes 4589, Page 1449;

THENCE departing the westerly Right-of-Way line of said OLD F.M. ROAD 2499 and along the northerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

South 52 degrees 04 minutes 45 seconds West a distance of 227.85 feet to a point for corner in the northerly Right-of-Way line of LAKESIDE PARKWAY (70 feet Right-of-Way);

North 83 degrees 34 minutes 28 seconds West a distance of 14.30 feet to a point for corner in the easterly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way) and the beginning of a non-tangent curve to the left having a radius of 1760.00 feet and having a chord bearing of North 48 degrees 08 minutes 45 seconds West and a chord length of 535.79 feet;

Continuing along said non-tangent curve to the left through a central angle of 17 degrees 30 minutes 37 seconds and an arc length of 537.88 feet to a point for corner and being the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of North 34 degrees 34 minutes 05 seconds West and a chord length of 99.25 feet;

Continuing along said non-tangent curve to the left through a central angle of 59 degrees 30 minutes 14 seconds and an arc length of 103.83 feet to a point for corner and being the point of tangency;

North 11 degrees 11 minutes 24 seconds West a distance of 1199.93 feet to a point for corner and being the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of North 24 degrees 25 minutes 41 seconds East and a chord length of 60.18 feet;

Continuing along said non-tangent curve to the left through a central angle of 35 degrees 01 minutes 27 seconds and an arc length of 61.13 feet to a point for corner and being the point of tangency;

North 60 degrees 02 minutes 46 seconds East a distance 883.20 feet to a point for the beginning of a curve to the right having a radius of 1440.00 feet, a chord bearing of North 60 degrees 41 minutes 52 seconds East and a chord length of 32.76 feet;

Continuing along said curve to the right through a central angle of 01 degrees 18 minutes 13 seconds and an arc length of 32.76 feet to the westerly corner of a corner clip;

THENCE along said corner clip South 72 degrees 24 minutes 26 seconds East a distance of 13.89 feet to a point for corner;

THENCE South 26 degrees 30 minutes 08 seconds East a distance of 162.56 feet to the POINT OF BEGINNING;



ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

CONTAINING within these metes and bounds 31.060 acres or 1,352,972 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB,

TRACT 5:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW Land, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found at the intersection of the westerly Right-of-Way line of SURREY DRIVE (variable width Right-of-Way) and the northerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way);

THENCE departing the westerly Right-of-Way line of said SURREY DRIVE and along the northerly Right-of-Way line of said HERITAGE LANE South 89 degrees 23 minutes 50 seconds West a distance of 1007.44 feet to a point for corner at a corner-clip;

THENCE departing the northerly Right-of-Way line of said HERITAGE LANE and along said corner-clip North 45 degrees 40 minutes 19 seconds West a distance of 84.96 feet to a 5/8 inch iron rod found for corner in the easterly Right-of-Way line of said HERITAGE LANE;

THENCE departing said corner-clip and along the easterly Right-of-Way line of said HERITAGE LANE North 00 degrees 44 minutes 27 seconds West a distance of 637.53 feet to a point for corner;

THENCE departing the easterly Right-of-Way line of said HERITAGE LANE South 89 degrees 14 minutes 21 seconds East a distance of 747.35 feet to a point for corner;

THENCE South 02 degrees 13 minutes 57 seconds East a distance of 128.00 feet to a 3/4 inch iron pipe found for corner;

THENCE South 89 degrees 13 minutes 57 seconds East a distance of 300.31 feet to a 1 inch iron pipe found for corner in the westerly Right-of-Way line of said SURREY DRIVE;

THENCE along the westerly Right-of-Way line of said SURREY DRIVE South 02 degrees 30 minutes 29 seconds East a distance of 544.91 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 15.700 acres or 683,882 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

TRACT 6:

BEING a tract of land situated in the J. Tannehill Survey, Abstract No. 1252, E. Tannehill Survey, Abstract No. 1272 and the R. Knight Survey, Abstract No. 708 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

TRACT A LEGAL DESCRIPTION

ORDINANCE NO. 63-12

BEGINNING at a point at the intersection of the southerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way) and the westerly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way) as recorded in Volume 4589, Page 1449;

THENCE departing the southerly Right-of-Way line of said HERITAGE LANE and along the westerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

South 60 degree 02 minutes 46 seconds West a distance of 304.34 feet to a point for corner at the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of South 24 degree 25 minutes 41 seconds West and a chord length of 199.95 feet;

Continuing along said curve to the left through a central angle of 177 degree 29 minutes 46 seconds and an arc length of 309.79 feet to a point for corner at the point of tangency;

South 11 degree 11 minutes 24 seconds East a distance of 1199.93 feet to a point for corner at the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of South 34 degree 33 minutes 38 seconds East and a chord length of 194.47 feet;

Continuing along said non-tangent curve to the left through a central angle of 153 degree 00 minutes 03 seconds and an arc length of 267.04 feet to a point for corner and the beginning of a non-tangent curve to the right having a radius of 1640.00 feet and having a chord bearing of South 38 degree 47 minutes 19 seconds East and a chord length of 1015.36 feet;

Continuing along said non-tangent curve to the right through a central angle of 36 degree 04 minutes 23 seconds and an arc length of 1032.53 feet to a point for corner;

THENCE departing the westerly Right-of-Way line of said LAKESIDE PARKWAY North 89 degree 54 minutes 43 seconds West a distance of 840.54 feet to a point for corner in the easterly line of a tract of land conveyed to United States of America Tract B-112;

THENCE along the easterly line of said Tract B-112 as follows;

North 18 degree 09 minutes 28 seconds West a distance of 824.46 feet to a Corp of Engineers Monument found for corner;

South 89 degree 47 minutes 37 seconds West a distance of 934.84 feet to a point for corner;

North 02 degree 42 minutes 21 seconds West a distance of 469.50 feet to a point for corner;

North 04 degree 37 minutes 13 seconds West a distance of 136.76 feet to a Corp of Engineers Monument found for corner;

South 89 degree 48 minutes 19 seconds East a distance of 192.75 feet to a Corp of Engineers Monument found for corner;

North 00 degree 36 minutes 22 seconds West a distance of 669.44 feet to a Corp of Engineers Monument found for corner;

South 88 degree 51 minutes 10 seconds East a distance of 153.80 feet to a Corp of Engineers Monument found for corner;

North 01 degree 24 minutes 22 seconds East a distance of 465.00 feet to a point for corner;



TRACT A LEGAL DESCRIPTION

ORDINANCE NO. 63-12

THENCE departing the easterly line of said Tract B-112 South 88 degree 35 minutes 28 seconds East a distance of 20.00 feet to a point for corner in the southerly Right-of-Way line of said HERITAGE LANE;

THENCE along the southerly Right-of-Way line of said HERITAGE LANE as follows;

South 45 degree 40 minutes 19 seconds East a distance of 97.38 feet to a point for corner;

North 89 degree 10 minutes 33 seconds East a distance of 992.09 feet to the POINT BEGINNING;

CONTAINING within these metes and bounds 52.981 acres or 2,307,851 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

SAVE AND EXCEPT that 9.000 acre tract of land conveyed to Lakeside Hotel DFW, L.P., a Texas limited partnership by Special Warranty Deed dated November 15, 2005, filed November 17, 2005 and recorded in/ under Clerk's No. 2005-143494 of the Real Property Records of Denton County, Texas.

ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

TRACT 7:

BEING a tract of land situated in the J. Tannehill Survey, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volumes 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

COMMENCING at the intersection of the southerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way) and the westerly Right-of-Way line of OLD F.M. ROAD 2499 (90 feet Right-of-Way) which a Wood Right-Of-Way Monument found bears North 15 degree 18 minutes 22 seconds East a distance of 2.27 feet;

THENCE south along the westerly Right-of-Way line of said OLD F.M. ROAD 2499 as follows:

South 00 degree 28 minutes 57 seconds West a distance of 1248.49 feet to a point for corner which a Concrete Right-of-Way Monument found bears North 05 degree 34 minutes 38 seconds West a distance of 2.20 feet;

South 01 degree 11 minutes 16 seconds West a distance of 640.24 feet to a point in the westerly Right-of-Way line of said OLD F.M. ROAD 2499 to the POINT OF BEGINNING;

THENCE south along the westerly Right-of-Way line of said OLD F.M. ROAD 2499 South 01 degree 11 minutes 16 seconds West a distance of 323.31 feet to a point for corner and departing the westerly Right-of-Way of said OLD F.M. Road 2499 along a non-tangent curve to the left having a radius of 1750.00 feet, a chord bearing of North 32 degree 31 minutes 10 seconds West and a chord length of 241.95 feet;

Continuing along said non-tangent curve to the left through a central angle of 07 degree 52 minutes 58 seconds for an arc length of 242.14 feet to a point for corner in the easterly Right-of-Way of said LAKESIDE PARKWAY;

THENCE North 07 degree 43 minutes 40 seconds East a distance of 14.30 feet to a point for corner in the southerly Right-of-Way line of said LAKESIDE PARKWAY;

THENCE along the southerly Right-of-Way line of said LAKESIDE PARKWAY North 52 degree 04 minutes 45 seconds East a distance of 170.94 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.502 acres or 21,888 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.



ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

PROPERTY DESCRIPTION  
Peter P Stewart PARCEL 1

STATE OF TEXAS       §  
COUNTY OF DENTON   §

BEING all that certain tract of land situated in the J. M. TANNEHILL SURVEY, ABSTRACT No. 1252, in the Town of Flower Mound, Denton County, Texas, being part of a tract of land described in deed to Peter P. Stewart as recorded in County Clerk's Instrument No. 93R0024840, Deed Records, Denton County, Texas, also being all that property described in Quitclaim Deed to Peter P. Stewart as recorded in County Clerk's Instrument No. 2002-R0092862, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the Easterly right-of-way line of Lakeside Parkway, a 120-foot right-of-way at this point, said point being on the most Westerly corner of said Quitclaim tract;

THENCE North 89 deg 55 min 09 sec East, departing said Easterly right-of-way line of Lakeside Parkway, a distance of 899.44 feet to a 1/2-inch iron rod found for corner on the West line of a tract of land described in deed to Ray B. Baldwin III as recorded in County Clerk's Instrument No. D210075275, Real Property Records, Denton County, Texas, said point also being the Southeast corner of Village Oaks Mobile Home Community, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Cabinet D, Page 291, Plat Records, Denton County, Texas;

THENCE South 00 deg 31 min 16 sec East, along the West line of said Baldwin tract, a distance of 326.07 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for the Northeast corner of Lakeside Parkway, a 100-foot right-of-way as dedicated by Dedication Deed to the Town of Flower Mound as recorded in County Clerk's Instrument No. 2001-R0105772, Deed Records, Denton County, Texas;

THENCE along the Northerly and Easterly right-of-ways of said Lakeside Parkway, the following courses and distances:

South 89 deg 20 min 52 sec West, a distance of 742.09 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner, said point being the beginning of a non-tangent curve to the left having a radius of 100.00 feet, a central angle of 39 deg 28 min 48 sec, a chord bearing of North 50 deg 23 min 32 sec West, and a chord length of 67.55 feet;

Along said non-tangent curve to the left, an arc distance of 68.91 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 17 deg 00 min 08 sec West, a distance of 53.70 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner, said point being the beginning of a curve to the left having a radius of 1,760.00 feet, a central angle of 08 deg 21 min 11 sec, a chord bearing of North 21 deg 10 min 42 sec West, and a chord length of 256.36 feet;

THENCE continuing along the Easterly right-of-way of said Lakeside Parkway and said curve to the left, an arc distance of 256.59 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 274,800 square feet or 6.309 acres of land, more or less. Bearings shown hereon are based upon an on-the-ground survey performed in the field on the April 5, 2012, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83 State Plane Coordinate grid values based on the Geo-Shack Virtual Reference Station (VRS) Network.

ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

PROPERTY DESCRIPTION  
Peter P Stewart PARCEL 2

STATE OF TEXAS           §  
COUNTY OF DENTON       §  
COUNTY OF TARRANT     §

BEING all that certain tract of land situated in the the J. M. TANNEHILL SURVEY, ABSTRACT No. 1252, in the Town of Flower Mound, Denton and Tarrant County, Texas, being part of a tract of land described in deed to Peter P. Stewart as recorded In County Clerk's Instrument No. 93R0024840, Deed Records, Denton County, Texas, also being all that property described in deed to Peter P. Stewart as recorded In Volume 11029, Page 1308, Deed Records, Tarrant County, Texas, and also being all that property described in deed to Peter P. Stewart as recorded in Volume 8180, Page 1145, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for corner on the Westerly right-of-way line of Lakeside Parkway, a 120-foot right-of-way, said point being the Southeast corner of Lot 1, Block 1, Lakeside Hotel, an addition to the Town of Flower Mound, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 11756, Plat Records, Denton County, Texas, said point being the beginning of a curve to the right having a radius of 1,640.00 feet, a central angle of 04 deg 28 min 09 sec, a chord bearing of South 19 deg 14 min 13 sec East, and a chord length of 127.89 feet;

THENCE along said Westerly right-of-way line of Lakeside Parkway and said curve to the right, an arc distance of 127.92 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

THENCE South 17 deg 00 min 08 sec East, continuing along said Westerly right-of-way line of Lakeside Parkway, a distance of 53.71 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner, said point being the beginning of a non-tangent curve to the left having a radius of 100.00 feet, a central angle of 106 deg 14 min 09 sec, a chord bearing of South 16 deg 59 min 23 sec East, and a chord length of 159.97 feet;

THENCE continuing along said Westerly right-of-way line of Lakeside Parkway and said non-tangent curve to the left, an arc distance of 185.37 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the Westerly right-of-way line of Long Prairie Road, a variable width right-of-way;

THENCE South 17 deg 00 min 08 sec East, along the Westerly right-of-way line of said Long Prairie Road, a distance of 258.06 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the North line of said Peter P. Stewart tract (Volume 11029, Page 1308);

THENCE North 88 deg 37 min 18 sec East, along the North line of said Peter P. Stewart tract (Volume 11029, Page 1308), continuing along the Westerly right-of-way line of said Long Prairie Road, a distance of 24.07 feet to a brass monument found for corner, said point being the Northeast corner of said Peter P. Stewart tract (Volume 11029, Page 1308);

THENCE South 18 deg 10 min 43 sec East, continuing along said Westerly right-of-way line of said Long Prairie Road and along the Easterly line of said Peter P. Stewart tract (Volume 11029, Page 1308), a distance of 143.87 feet to 1/2-inch Iron rod with a red plastic cap stamped "W.A.I." set for corner from which a brass monument found bears North 88 deg 50 min 33 sec East, 39.77 feet;



ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

THENCE along the Easterly line of said Peter P. Stewart tracts (Volume 11029, Page 1308 and Volume 8180, Page 1145), the following courses and distances:

South 88 deg 50 min 33 sec West, a distance of 289.31 feet to a brass monument found for corner;

South 01 deg 05 min 02 sec East, a distance of 638.21 feet to a brass monument found for corner;

South 85 deg 46 min 29 sec West, a distance of 207.02 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the East line of Tract 1 of said Peter P. Stewart tract (Volume 8180, Page 1145);

South 03 deg 45 min 31 sec East, a distance of 284.14 feet to a brass monument found for the Southeast corner of Tract 4 of said Peter P. Stewart tract (Volume 8180, Page 1145);

THENCE South 88 deg 48 min 29 sec West, along the South line of said Tract 4, a distance of 428.02 feet to a brass monument found for the Southwest corner of said Tract 4;

THENCE along the Westerly line of said Peter P. Stewart tract (County Clerk's Instrument No. 93R0024840, Volume 11029, Page 1308, and Volume 8180, Page 1145), the following courses and distances:

North 06 deg 33 min 31 sec West, a distance of 261.30 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 20 deg 41 min 29 sec East, a distance of 301.80 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 02 deg 20 min 31 sec West, a distance of 230.50 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 27 deg 03 min 35 sec West, a distance of 331.50 feet to a brass monument found for the Northwest corner of said Peter P. Stewart tract (Volume 11029, Page 1308);

North 89 deg 37 min 43 sec East, a distance of 87.23 feet to a brass monument found for corner on the North line of said Peter P. Stewart tract (Volume 11029, Page 1308);

North 18 deg 59 min 56 sec West, a distance of 614.28 feet to a 1/2-inch iron rod found for the Southwest corner of said Lot 1, Block 1;

THENCE North 89 deg 15 min 56 sec East, along the South line of said Lot 1, Block 1, a distance of 840.14 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 1,093,369 square feet or 25.100 acres of land, more or less. Bearings shown hereon are based upon an on-the-ground survey performed in the field on the April 5, 2012, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83 State Plane Coordinate grid values based on the Geo-Shack Virtual Reference Station (VRS) Network.