

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



June 16, 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 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. 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

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members

F. TOWN MANAGER'S REPORT

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

a. Employee Service Recognition

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).

H. COORDINATION OF CALENDARS

1. July 7 - Regular Meeting
2. July 17 - Work Session (canceled)

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.

1. Minutes - 6/2 - Consider approval of the minutes from a regular meeting held on June 2, 2025.
2. Lease Amendment with T-Mobile - Consider approval of a lease amendment with T-Mobile West LLC, a Delaware limited liability company, successor in interest to VoiceStream GSMI Operating Company Inc, to extend the existing lease for antenna and equipment at \$155,129.25 for the first five-year term plus four additional and successive five-year terms, and authorization for the Mayor to execute same on behalf of the Town.
3. CIP Amendment No. 2 - Consider approval of Amendment No. 2 to the fiscal year 2024-2025 Capital Improvement Program.
4. PSA Wastewater Treatment Plant - Consider approval of a Professional Services Agreement with Plummer Associates, Inc. for the Wastewater Treatment Plant Preliminary Treatment Area Improvement Project in the amount of \$537,658.00; and authorization for the Mayor to execute same on behalf of the Town.
5. CO2 Oak Street Lift Station and Forcemain Phase IV - Consider approval of Change Order No. 2 for the Oak Street Lift Station and Forcemain Phase IV project, amending the contract with Fort Worth Civil Constructors, LLC. to provide an increase to the contract in the amount of \$593,565.03
6. Open Records Request - Consider approval of a resolution updating the method for making written requests for public information.

J. WORK SESSION ITEM

1. Discussion of Stormwater Fee Study.

K. REGULAR ITEM(S)

1. Legislative Priorities Update - Presentation and discussion on the Town's 2025 Legislative Priorities and the results of the 89th Texas State Legislature.
2. ZPD25-0001 – Flower Mound High School - Public hearing to consider an ordinance amending the zoning (ZPD25-0001 – Flower Mound High School) to amend Planned Development No. 34 with Single Family Detached Medium Density uses to request certain modifications to Section 94-63 (3) "Parking area

trees,” of the Code of Ordinances requiring that each parking space be located within 100 feet of a tree. The property is generally located west of Old Settlers Road and south of Peters Colony Road. (PZ recommended approval by a vote of 6 to 0 at its June 9, 2025, meeting.)

3. Homestead Tax Exemption - Consider approval of an ordinance increasing the residential homestead ad valorem (property) tax exemption to 17.5%.
4. FY 24-25 Budget Amendment #2 - Consider approval of an Ordinance amending The Town’s Budget for the Fiscal Year Beginning On October 1, 2024, And Ending On September 30, 2025, as adopted by Ordinance No. 40-24 and amended By Ordinance No. 04-25, and adopted by Resolution No. 14-24 for Fire District And Resolution No. 15-24 and amended by Resolution No. 04-25 for Crime District, by providing for adjustments to the General Fund, Utility Fund, Street Maintenance Sales Tax Fund, 4B Parks Sales Tax Fund, Crime District Sales Tax Fund, Fire District Sales Tax Fund, And Technology Replacement Fund.

L. BOARDS/COMMISSIONS

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

1. Denco 9-1-1 Board of Managers - Consider approval of a resolution casting the vote of the Town of Flower Mound, Texas, for the election of the Denco Area 9-1-1 District Board of Managers.

M. CLOSED MEETING

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

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

5. Discuss and consider the hiring of the Town Secretary, and all matters incident to 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.

N. RECONVENE

O. ADJOURN

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: June 13, 2025, at 9:15 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



June 2, 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 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 1

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
JP Walton, Chief Strategic Officer
Paul Henley, Fire Chief
Jason Bolejack, Fire Marshal
Julie Taylor, Director of Treasury Operations
Blake Hummel, Senior Project Engineer
Brian Waltenburg, Director of Public Works
Jack Speckhals, Environmental Review Analyst

B. INVOCATION

Chaplain Speight gave the invocation.

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

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

Mayor Moore led the pledges.

D. PUBLIC COMMENT

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.

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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.

	Speaker name and address	Subject (as written on the form)
1.	Jason Adams, 737 Redwing Dr, Lewisville	EV
2.	Kyle Cooper, 909 Lake Carolyn Pkwy, Irving	I.2
3.	Armando Rodriquez, 2200 E Airport Frwy, Irving	Immigration
4.	Carter Andrews, 1320 Cheyenne Rd, Lewisville	EV
5.	Alex Stein, 7509 Inwood Rd, Dallas	Pride Month
6.	Jamie Von Trapp, 6301 River Dr	Women's Sports

** Indicates person did not wish to speak*

E. ANNOUNCEMENTS

There were announcements from the Mayor or Councilmembers regarding upcoming Town events.

F. TOWN MANAGER'S REPORT

There was no Town Manager report.

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

G. FUTURE AGENDA ITEM(S)

There were no future agenda item request.

H. COORDINATION OF CALENDARS

Mayor Moore confirmed that all Councilmembers plan to be at the June 16 meeting.

1. June 16 - Regular Meeting
2. June 19 - Work Session (Canceled)

I. CONSENT ITEM(S)

ACTION: Brian Taylor moved to approve I.1; 3 - 6 as presented in the agenda caption. Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

Administrative note: I1; 3-6 became 1 - 5 after moving item 2 to the regular agenda.

1. Meeting Minutes - Consider approval of the minutes from a regular meeting held on May 19, 2025, and special meetings held on May 28, 2025, and May 29, 2025.
2. Elite Chef Competition Fundraiser - Approval for consumption of alcohol at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition fundraiser.
3. Ford Transit T25 purchase (Facilities) - Consider approval to purchase (1) Ford Transit T250 Cargo Van with Listed Options for Facilities Management for a grand total of \$56,861.93 utilizing the BuyBoard Contract # 724-23.
4. 2025 Ford F450 purchase (Public Works) - Consider approval of the purchase of one 2025 Ford F450 Cab and Service Body per Town of Flower Mound Specifications and Vendor Quote from Sames Bastrop Ford through TIPS Cooperative contract #24091 for Public Works-Traffic Operations in the amount of \$93,879.11.
5. Historical Items donation - Consider approval of the donation of several historical items; authorizing the Town of Flower Mound to accept items into their collection.

(The Historical Commission recommended approval of all items by a vote of 9 - 0 at their regular meeting on May 8, 2025).

J. REGULAR ITEM(S)

1. 2021 IFC for Electric Vehicle Chargers - Consideration to amend 2021 International Fire Code, Ordinance 23-22_2021, adopted by the Town Council on April 18, 2022, with the addition of Section 322 covering Electric Vehicle Charging Stations for Commercial Properties, to include commercial, mixed-use and multifamily (structures and spaces) parking.

Administrative Note: This item was moved from consent to regular.

Chief Henley gave a presentation identifying or noting:

- background information
- the new threat (what makes EV fires unique; hazards and risks)
- extinguishment methods
- thermal runaway
- heat generation
- Council of Government (COG) role
- COG vs Flower Mound Code
- charge types
- issues in garages
- prevalence
- references

and he, Mr. Bolejack, Mr. Meredith, Mr. Childers, or Mr. Dalton responded to questions from mayor or council regarding:

- if a faster response time would have an impact
- if what is presented enough or if more should be done
- clarification regarding what the agenda item does
- risk management from a commercial perspective
- circumstances that cause electric vehicle battery fires
- which elements is Realty Capital against
- examples of other community standards that allow some level of parking beyond the first floor
- previous discussion by P & Z
- if there is a situation where it is too dangerous to access a fire
- lower level charge types and risk factors
- what does a containment system within the facility look like (diking and damming)
- option to carve out language for specific buildings or the possibility of grandfathering or variance provisions for some buildings

Mayor Moore invited Kyle Cooper of Realty Capital to the podium to provide his remarks on the proposed amendments. He noted their concerns regarding the EV charges being limited to the ground floor, particularly for buildings that are already approved, and he responded to questions from Council regarding:

- sprinkler system plans
- concerns regarding the town having the discretion not to respond if the fire is extensive, and building occupant and insurance company disclosure

There was Council discussion regarding passing the ordinance as is, and with the understanding that Realty Capital will continue to work with the Fire Department regarding section 322.4.1(1) (Location) to create more flexibility on the first floor. If a mutually agreed-upon approach is reached, a section amendment to the Ordinance will be proposed in the future.

ORDINANCE 19-25

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 38, "FIRE PREVENTION AND PROTECTION," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, TO AMEND THE CURRENTLY ADOPTED VERSION OF THE INTERNATIONAL FIRE CODE, 2021 EDITION, AND LOCAL AMENDMENTS THERETO, BY INCORPORATING REGULATIONS PERTAINING TO ELECTRIC VEHICLES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Ann Martin moved to approve J.1. as presented in the agenda caption. Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

2. Certificates of Obligation - Consider approval of an ordinance authorizing the issuance of Certificates of Obligation, Series 2025, for an amount not to exceed \$19,200,000, for the purpose of paying for fire-fighting facilities, waterworks and sewer system improvements, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

Ms. Taylor gave a presentation identifying or noting:

- reimbursement resolution

- notice of intent resolution
- rating call - Standard & Poors
- Town Council parameters ordinance consideration
- pricing of bonds
- closing and delivery
- general capital projects

Michalel Martin, Hilltop Securities, provided remarks regarding the Town's AAA rating and rating projections.

ORDINANCE NO. 18-25

AN ORDINANCE authorizing the issuance of "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2025"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of said certificates to an authorized Town official; and providing an effective date.

ACTION: Brian Taylor moved to approve J.2. as presented in the agenda caption. Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

3. Stonehill Pump Station Motor Replacement - Construction Award - Consider approval of a Construction Agreement with Clark Electric, Inc. for the Stonehill Pump Station Motor Replacement project, in the amount of \$3,741,949.00; and authorization for the Mayor to execute same on behalf of the Town.

Mr. Hummel gave a presentation identifying or noting:

- project details
- site location
- site photos
- as-read verified bid results
- project schedule

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

- shut down impact during construction
- service life for the equipment

- if there is a current maintenance issue with the switch gear

ACTION: Ann Martin moved to approve J.3. as presented in the agenda caption. Brian Taylor seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

4. TRP25-0002 - Trinity Park - Public Hearing to consider an application for a tree removal permit (TRP25-0002) for three (3) specimen trees on the property known as Trinity Park for the proposed development. The property is generally located south of Lakeside Parkway, east of Gerault Road, and north of Enterprise Road. (The Environmental Conservation Commission recommended approval of the three (3) trees by a vote of 4 - 1 at its March 4, 2025, meeting.) (Town Council postponed this item to a future date uncertain by a vote of 5 - 0 at its April 21, 2025, meeting.)

Mr. Speckhals gave a presentation identifying or noting:

- project information
- general location
- tree survey
- what changed from what was previously presented
- specimen trees requested for removal

and he responded to questions from Council regarding:

- what types of trees currently exist in the landscape buffer

Cameron Ehn, Clay Moore Engineering, Bedford, Tx

Mr. Ehn gave a presentation identifying or noting:

- background information
- grading and elevations

and he responded to questions from Council regarding:

- background information about the pipe fencing around the tree - PD - 83
- possible landscape buffer amendments to save the tree

- possibility of saving the one post oak tree due to the removal of the access road

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

ACTION: Adam Schiestel moved to approve the removal of tree #'s 3827, 3935, and deny the removal of tree # 3953. Janvier Werner seconded the motion.

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

NAYS: Brian Taylor

ABSTAIN: None

RESULT: 4 : 1

K. BOARDS/COMMISSIONS

No action taken.

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.

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

1. Consultation with Town Attorney.
 - a. Legislative Update
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, 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.

5. Discuss and consider hiring of Town Secretary, conduct interviews and/or review Town Secretary applicants and all matters incident and related hereto.

M. RECONVENE

The Town Council reconvened into an open meeting at 10:05 p.m., to take no action on the above items.

N. ADJOURN

Mayor Moore adjourned the meeting at 10:05 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: June 16, 2025
FROM: Mary Huning, Director of Accounting Services
ITEM: **Consider approval of a lease amendment with T-Mobile West LLC, a Delaware limited liability company, successor in interest to VoiceStream GSMI Operating Company Inc, to extend the existing lease for antenna and equipment at \$155,129.25 for the first five-year term plus four additional and successive five-year terms, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The original lease with VoiceStream GSM was approved by Council April 5, 2004. The lease allowed VoiceStream and T-Mobile West LLC, their successor in interest, to lease antenna space on the Town's elevated water tower at 3810 Bruton Orand Road and ground space for equipment.

The original agreement expired on May 31, 2024, since which time T-Mobile has continued to make payments in good faith while negotiating the amendment with the Town. This amendment extends the expiration date to May 31, 2049, consisting of one five-year term plus four additional five-year terms which will renew without further action unless either party notifies the other in writing at least 12 months prior to the next 5-year extension period. Payments were continued at the current rate, \$31,025.85 and the annual lease amount will increase every 5 years by 15%.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$155,239.25 over five years

Proposed Expenditure/(Revenue)
(\$155,129.25)

Account Number(s):
100-4510

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

ATTACHMENTS:

1. DA02279A_AMD1_NLRP_67475_Executable

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

FIRST AMENDMENT TO TOWER/GROUND LEASE AGREEMENT

This First Amendment to Tower/Ground Lease Agreement (the "**First Amendment**") is by and between Town of Flower Mound, Texas, a Texas municipal corporation ("**LESSOR**"), and T-Mobile West LLC, a Delaware limited liability company, successor in interest to VoiceStream GSM I Operating Company Inc. ("**LESSEE**") (each a "**Party**", or collectively, the "**Parties**"). This First Amendment is to be first executed by LESSEE. It will then be executed by LESSOR. The effective date of this First Amendment is when it is executed by LESSOR ("**Effective Date**").

LESSOR and LESSEE (or their predecessors-in-interest) entered into that certain Tower/Ground Lease Agreement dated April 5, 2004, (the "**Agreement**") regarding the leased premises ("**Leased Premises**") located at 3810 Bruton Orand Road, Flower Mound, Texas (the "**Property**").

The Agreement expired on or about May 31, 2024, since which time LESSEE has continued to make all required payments and has remained on the Property, under the terms of the Agreement with LESSOR's permission.

For good and valuable consideration, LESSOR and LESSEE agree as follows:

1. The Agreement is hereby reinstated in its entirety, as amended herein, and is ratified and affirmed in all respects as if the Agreement never expired. The Agreement is in full force and effect and neither LESSOR nor LESSEE is in breach under the terms of the Agreement.
2. At the expiration of the current term, the term of the Agreement will automatically be extended for four additional and successive five (5) year terms (each a "**Renewal Term**"), unless one party notifies the other, in writing, at least one (1) year in advance of each said successive five (5) year anniversary date of its intention not to renew this Agreement. In the event such notice is given by either party, this Agreement will terminate on the anniversary date that occurs after the date of such notice.
3. Notwithstanding anything to the contrary in the Agreement, starting on June 1, 2024, LESSEE shall pay LESSOR Thirty-One Thousand Twenty-Five and 85/100 Dollars (\$31,025.85) per year as annual rental, partial calendar years to be prorated in advance, by the fifth (5th) day of each calendar month. The annual rental will continue to escalate by 15% of the annual rental payable during the previous Renewal Term on the first day of each Renewal Term. Where duplicate annual rental would occur, a credit shall be taken by LESSEE for any prepayment of annual rental by LESSEE.
4. **USE OF THE PROPERTY**
 - A. LESSEE may only use the Property for the operation of a communications facility, including, without limitation, the antenna mounts array and antenna support structures

as set forth in the Exhibit B-1 to this Agreement ("Communications Facility"), and for the purpose of any construction, removal, replacement, maintenance, security and operation of said Communications Facility. LESSEE shall not use or permit the Property to be used for any purposes other than described above without the written consent of LESSOR, which consent will not be unreasonably withheld, conditioned or delayed.

B. Antenna and Equipment Authorized

1. This Lease authorizes the LESSEE, subject to Subsection 3 below, to have installed only the antenna and equipment on the tower shown on Exhibit "B-1" ("Tower"). LESSEE may not add additional equipment or antennas from that shown on Exhibit B-1 without the approval of LESSOR, such approval not to be unreasonably conditioned, withheld, or delayed, and satisfaction with all FCC and/or Federal Aviation Administration rules.

2. LESSEE may add equipment to the interior of the LESSEE'S building on the ground so long as the equipment is permitted under this Lease and LESSEE complies with all applicable laws, regulations and rules. LESSEE shall not make any modification to the ground premises outside the building without LESSOR'S written consent, which consent will not be unreasonably withheld, conditioned or delayed so long as LESSEE's modifications comply with all applicable laws, rules and regulations.

3. Any improvement of the Property to meet LESSEE'S needs shall be at LESSEE'S sole expense, and LESSEE shall maintain such improvements to the Property in a reasonable condition throughout the term.

4. LESSEE shall not commence improvements or modifications to the Property or the Tower unless LESSOR has approved the plans and the contractor performing the work. Further, LESSEE agrees that it will not hire or use any contractor to perform work on the Property or Tower unless the following requirements are met:

- a. the LESSOR approves the contractor;
- b. LESSEE pays for any overtime pay to LESSOR'S employees necessitated by the work; and
- c. should LESSOR elect to have the invoice for the work sent to LESSOR, LESSEE reimburses the LESSOR for the cost of the work within 10 days of receipt of the invoice.

C. Prohibitions, Relocations, Licenses, Primary Use of Water Tower

1. No materials may be used in the renovation of or in the antennas and related equipment and lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

2. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any LESSEE's equipment space.

3. Not later than fifteen (15) days following the execution of this First Amendment, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

4. Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property once per term, hereinafter referred to as the "Temporary Relocation", for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

b. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;

c. LESSOR gives LESSEE at least twelve months (12) months' written notice prior to requiring LESSEE to relocate (except in the case of an emergency);

d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation or cellular on wheels (COW) on the Property during any such relocation; and

e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE.

D. LESSOR acknowledges that LESSEE'S ability to maintain the use the Property for its intended purposes is contingent upon LESSEE'S obtaining and maintaining, both before and after the Effective Date of this First Amendment, all of the certificates, permits,

licenses and other approvals (collectively, "Governmental Approvals") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Property desired by LESSEE. LESSOR shall cooperate with LESSEE in LESSEE'S efforts to obtain such Governmental Approvals and shall take no action that would knowingly or intentionally adversely affect LESSEE'S obtaining or maintaining such Governmental Approvals, so long as LESSEE is in compliance with applicable provisions of federal, state, and local laws and regulations.

E. Nothing in this Lease shall preclude LESSOR from leasing other space for communications equipment to any person or entity including a party which may be in competition with LESSEE.

F. The parties understand and agree that the primary function of the property is to serve as a water tower for the LESSOR and that the interests of LESSEE are superseded by the public health, safety, and welfare of the citizens of Flower Mound served by the Water Tower. In the event that the Flower Mound City Council or the Flower Mound City Manager declares a public emergency or if there exists a threat to the Water Tower facilities or potable water supply that would detrimentally impact public health, safety and welfare such that immediate action is necessary, LESSEE shall promptly remove its improvements from the Leased Premises. In the event LESSEE is not able to promptly respond, LESSOR may remove LESSEE'S improvements without incurring liability for damages of any type. Costs of removal and reattachment of improvements shall be borne by LESSEE.

5. ASSIGNMENT AND SUBLETTING

A. LESSEE shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise or mortgage or pledge the same, or sublet the Property, or any part thereof, without the prior written consent of LESSOR except as follows: LESSEE will have the right to assign, sell or transfer its interest under this Agreement to LESSEE'S parent company or any affiliate or subsidiary of, or partner in, LESSEE or its parent company or to any entity which acquires all or substantially all of the LESSEE'S assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. In such event, LESSEE shall provide at least 60 days' notice to LESSOR of such assignment, transfer or sale. Such assignment, sale or transfer will not become effective unless the assignee or purchaser agrees in writing, approved by the LESSOR, to accept and be bound by the conditions and obligations imposed upon LESSEE under this Lease Agreement. LESSEE may not otherwise assign this Agreement without LESSOR'S consent, LESSOR'S consent not to be unreasonably withheld, conditioned or delayed.

B. No consent by LESSOR to any assignment or sublease by LESSEE shall relieve LESSEE of any obligation to be performed by LESSEE under this Lease, whether arising before or after the assignment or sublease. The consent by LESSOR to any assignment or

sublease shall not relieve LESSEE from the obligation to obtain LESSOR'S express written consent to any other assignment or sublease and any assignment shall not become effective unless the assignee agrees in writing to be bound by the obligations imposed upon Lessee by this Agreement.

C. Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of LESSEE, if LESSEE is a corporation, or any sale or other transfer of a majority in interest (whether of profits, losses, capital or voting power) or a majority of the persons composing the managers of the partnership, if LESSEE is a partnership, shall not be an assignment for purposes of this Section 6.

6. FIRE OR OTHER CASUALTY

A. LESSEE shall immediately notify LESSOR of any and all damages resulting from, arising out of, or caused to the Property and LESSOR'S property surrounding the Property, including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems or landscaping by LESSEE'S operations, and/or by LESSEE, its officers, agents, employees and invitees. LESSEE shall be solely responsible for the costs and the repair of all such damages and such repairs and/or replacements shall be completed in a timely manner acceptable to LESSOR.

B. If the Tower, or access to it, is damaged or destroyed by a casualty, LESSOR shall deliver written notice to LESSEE within twenty (20) days after receipt of notice from LESSOR'S insurance company, which notice from LESSOR sets forth LESSOR'S election (a) not to repair, restore and/or reconstruct the Tower, or (b) to repair, restore and/or reconstruct the Tower. If, as a result of any such casualty, the Property becomes totally or partially unusable by LESSEE, rent shall abate during the period of repair in the same proportion to the total rent as the portion of the Property rendered unusable bears to the entire Property. If LESSOR elects to repair, then LESSOR shall promptly commence appropriate repairs (to be diligently prosecuted to completion entirely at LESSOR'S expense), and this Lease shall continue in full force and effect.

C. Notwithstanding anything contained herein to the contrary, LESSOR is under no duty or obligation to repair the Tower in a manner that would accommodate LESSEE'S equipment or antenna array. In the event that following repairs, the Tower is no longer suitable for LESSEE'S intended use, LESSEE'S sole remedy shall be to terminate this Lease.

D. If LESSOR (a) undertakes the repair, restoration and/or reconstruction of the Tower or of any access thereto but fails to complete such repair, restoration, and/or reconstruction within forty-five (45) days after the casualty, or (b) notifies LESSEE of LESSOR'S intention not to repair, restore and/or reconstruct the Tower, or fails to deliver to LESSEE the written notice required under Subsection 7.B. within twenty (20) days, then LESSEE may immediately cancel this Lease by giving written notice of its election to cancel to LESSOR.

7. INDEMNIFICATION AND INSURANCE

A. EXCEPT TO THE EXTENT OF THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF INDEMNITEES, LESSEE SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS LESSOR AND ALL ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AND AGENTS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:

1. ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF LESSEE, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OF PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION, WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH LESSEE'S CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, USE OR CONDITION OF THE PROPERTY OR LESSEE'S FACILITIES OR THE LESSEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.

2. ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING , WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), WHICH ARE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO LESSEE, ITS CONTRACTORS OR SUBCONTRACTORS, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF THE PROPERTY OR LESSEE'S ANTENNA FACILITIES, AND, UPON THE WRITTEN REQUEST OF LESSOR, LESSEE SHALL CAUSE SUCH CLAIM OR LIEN COVERING LESSOR'S PROPERTY TO BE DISCHARGED OR BONDED WITHIN 30 DAYS FOLLOWING SUCH REQUEST.

B. IT IS THE INTENT OF THE PARTIES BY AGREEMENT TO THIS SECTION 8 THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES FOR ANY OF THE REASONS REFERRED TO IN SECTION 8, AND UPON RESOLUTION OF THE CLAIM THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 8, LESSEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS,

EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEY'S FEES, COSTS, AND PENALTIES INCURRED.

C. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, LESSEE shall, upon notice from any of the Indemnitees, at LESSEE'S sole cost and expense, defend the same; provided, however, that LESSEE shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of LESSOR and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of LESSEE.

D. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

E. LESSOR shall give LESSEE prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Lease. Nothing herein shall be deemed to prevent LESSOR from cooperating with LESSEE and participating in the defense of any litigation by LESSOR'S own counsel at its own expense.

F. The indemnifications in this Section 8 shall survive the termination of this Lease.

G. Without limiting any of the other obligations or liabilities of the LESSEE, during the term of the Agreement, the LESSEE shall purchase and maintain the following minimum insurance coverage with companies duly approved to do business in the State of Texas. The insurance amount required herein by LESSEE may be satisfied by any combination of primary and excess insurance. Coverage shall be of the following types and not less than the specified amounts:

1. Worker's compensation as required by Texas law, as required by law; employer's liability insurance of not less than One Million Dollars (\$1,000,000.00).
2. Commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
3. Commercial automobile liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per accident.
4. Commercial general liability and Commercial automobile liability insurance policy required by LESSEE shall include the LESSOR as an additional insured.

5. All policies are to be written through companies duly authorized to transact that class of insurance in the State of Texas.

6. All insurance carriers shall be rated A- or better by A.M. Best Company.

7. Throughout the Term, LESSOR shall maintain, at LESSOR's sole cost and expense, Commercial General Liability insurance coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include LESSEE as an additional insured. Subject to the policy minimums set forth above in this Subsection G, the insurance required of LESSOR hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

8. LESSOR and LESSEE agree to the following:

i. LESSOR and LESSEE, respectively, each hereby waive all subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the LESSOR and LESSEE, it being the parties' intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;

ii. Companies issuing the insurance policies and the parties shall have no recourse against either party for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the respective insured;

iii. Approval, disapproval or failure to act by the LESSOR regarding any insurance supplied by the LESSEE (or any Sublessees or contractors) shall not relieve the LESSEE of full responsibility or liability for damages and accidents related to LESSEE's operations and for which LESSEE is liable as set forth in this Agreement. Neither shall be bankruptcy, insolvency or denial of liability by the insurance company exonerate the LESSEE from liability;

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

v. Prior to commencement of operations pursuant to this Agreement, the LESSEE shall furnish the LESSOR with a certificate of insurance as reasonable satisfactory proof that LESSEE has provided adequate insurance coverage in amounts and by approved carriers as required by this Agreement;

vi. LESSEE shall provide notice of any actual or potential claim or litigation that would affect required insurance coverage to the LESSOR in a timely manner;

vii. LESSEE agrees to require its Sublessees to maintain the same insurance coverage and limits as specified for the LESSEE. Likewise, LESSOR shall provide notice of any actual or potential claim or litigation that would affect required insurance coverage to the LESSEE in a timely manner; and

viii. Upon written requires from LESSOR, LESSEE shall deliver to the LESSOR a certificate of insurance.

8. UTILITIES

A. LESSEE shall be responsible directly to the serving entities for all utilities required by LESSEE'S use of the Property; however, LESSOR agrees to cooperate with LESSEE in its efforts to obtain utilities from any location provided by the LESSOR or the servicing utility. Should electric power be provided by LESSOR, LESSEE will install an electric meter and LESSEE'S usage shall be read by LESSOR or, at LESSOR'S option, by LESSEE, on an annual basis and the cost of electricity used by LESSEE shall be paid by LESSEE to LESSOR annually as a payment separate from rent and shall be computed at the then-current public utility rate.

B. Should a power outage occur so that LESSEE is unable to operate using power from the electric utility, LESSEE may operate with an electric generator, but only until electric utility power is restored to the site.

9. RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER. LESSEE'S antennas and equipment shall remain personal to and the property of LESSEE. At the termination or expiration of this Lease, if notice is received from LESSOR, LESSEE shall remove its antennas and/or equipment. LESSEE shall repair any damage caused by such removal, and shall otherwise surrender the Property at the expiration of the term, as same may have been extended, or earlier termination thereof, in good condition, ordinary wear and tear, damage by fire and other casualty excepted. Any of LESSEE'S equipment or other property that has not been removed from the Property within sixty (60) days from the time of Lease termination shall be deemed abandoned by LESSEE and LESSOR shall be free to dispose of the same in any manner LESSOR chooses and without any liability to LESSEE therefore.

10. DEFAULTS

A. The occurrence of any one or more of the following events shall constitute an "Event of Default":

1. The failure by LESSEE to make any payment of rent or any other payment required to be made by LESSEE hereunder, as and when due, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by LESSEE from LESSOR.

2. The failure by a Party to observe or perform any of the covenants or provisions of this Lease to be observed or performed by that Party, other than specified in Subsection 11. A. (1), where such failure shall continue for a period of twenty (20) days after written notice thereof is received by default Party from the other Party; provided however, that it shall not be deemed an Event of Default if the default Party shall commence to cure such failure within said twenty (20) days period and thereafter diligently prosecutes such cure to completion.

B. If there occurs an Event of Default by LESSEE, in addition to any other remedies available to LESSOR at law or in equity, LESSOR shall have the option to terminate this Lease and all rights of LESSEE hereunder as set forth in Section 5 of this Lease.

C. If there occurs an Event of Default by LESSOR, LESSEE shall have the option to terminate this Lease as its sole remedy.

11. NOTICES

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, postage prepaid, addressed as shown below (or to any other address that the party to be notified may have designated to the sender by like notice):

LESSEE:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ DA02279A

LESSOR:

Town of Flower Mound
2121 Cross Timbers Road Flower Mound, Texas 75028
Attn: Town Administrator

12. SALE OR TRANSFER BY LESSOR. Should LESSOR, at any time during the term of this Agreement, sell, lease, transfer or otherwise convey all or any part of LESSOR'S Property to any transferee other than LESSEE, then such transfer shall be under and subject to this Agreement and all of LESSEE'S rights hereunder.

13. HAZARDOUS SUBSTANCE S

A. LESSOR warrants that to its knowledge, as of the Commencement Date, there are no hazardous materials, as that term is defined in Environmental Regulations, on the Property. Upon request, LESSOR shall make available to LESSEE copies of all environmental assessments regarding the Property.

B. LESSEE represents, warrants, and covenants to LESSOR that LESSEE shall at no time during the term of this Agreement use or permit the Property to be used in violation of any Environmental Regulations. LESSEE will not exercise any control over any activities, under this Agreement, at or near the Property that involve the generation, storage, treatment, or disposal of any hazardous substance, material, chemical or waste, except for the use of a generator, batteries or solvents and chemicals as are commonly used in the ordinary course of LESSEE'S business which shall be used in a manner which does not violate any Environmental Regulations.

C. LESSEE agrees to defend, indemnify and hold LESSOR harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that LESSOR may suffer due to the existence or discovery of any Hazardous Substance on the LESSOR'S Property or the migration of any Hazardous Substance to other properties or released into the environment to the extent such Hazardous Substances result from LESSEE'S activities on the Property during the term of this Lease.

D. LESSOR will indemnify LESSEE for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law.

E. LESSEE and LESSOR also agree that LESSEE'S use of the Property will not involve the subsurface, except for the placement of a foundation for LESSEE'S equipment and the necessary utility runs and connections from the public right of way to the Tower.

F. For the purposes of this Section, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act

as amended (7 U.S.C § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§ 11001- 11050); and (xiv) the National Environmental Policy Act (42 U.S.C §§ 4321–4347).

G. NOTWITHSTANDING THE PROVISIONS OF SECTION 14, IT IS THE INTENT OF THE PARTIES THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES CONCERNING THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF A HAZARDOUS SUBSTANCE OR MATERIAL, AS THOSE TERMS ARE DEFINED IN “ENVIRONMENTAL REGULATIONS”, ON THE PROPERTY BY A PARTY, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, AND UPON RESOLUTION OF THE CLAIM THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH THE GENERATION, RELEASE, DISPOSAL, STORAGE OR TRANSPORTATION OF THE HAZARDOUS SUBSTANCE, THAT PARTY SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS’ FEES, COSTS, AND PENALTIES INCURRED.

G. This Section shall survive the expiration or termination of this Agreement.

14. CONDEMNATION

A. In the event the whole of the Property, including without limitation the tower, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Agreement shall forthwith automatically cease and terminate.

B. In the event any portion of the Property, including without limitation the tower, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then LESSOR agrees that LESSEE may use and/or construct upon an alternative portion of the Property, which is equally suitable for LESSEE’S purposes, provided such space is available. The exact site to which LESSEE may relocate will be determined by LESSOR, and it may be upon any portion of the Property (or other property owned or controlled by LESSOR) provided that LESSEE reasonably approves the site as equally suitable for LESSEE’S intended uses. LESSOR will designate a site to which LESSEE may relocate prior to the taking, condemnation or sale. In the event no alternative portion of the Property is equally suitable for the purposes of LESSEE, then LESSEE may terminate this Agreement.

C. LESSOR shall receive the entire condemnation award for the Property and such other LESSOR improvements as are paid for by LESSOR, and LESSEE hereby expressly assigns to LESSOR any and all right, title and interest of LESSEE now or hereafter arising in

and to any such award. LESSEE shall have the right to recover from such authority but not from LESSOR (unless LESSOR is that authority), any compensation as may be awarded to LESSEE on account of the leasehold interest of LESSEE and any of LESSEE'S improvements. LESSEE shall have the right to recover from such authority, but not from LESSOR, any compensation as may be awarded to LESSEE on account of the leasehold interest, moving and relocation expenses, and the value of the personal property and fixtures of LESSEE.

15. LIENS. LESSEE shall keep the Property free from any liens arising out of or any work performed, materials furnished, or obligations incurred by or for LESSEE. LESSEE shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which LESSOR permits LESSEE to perform on the Property shall be deemed to be for the use and benefit of LESSOR so that no mechanics or other lien shall be allowed against the estate of LESSOR by reason of its consent to such work. LESSOR shall have the right to post notices that it is not responsible for payment for any such work.

16. TAXES. LESSEE shall be liable for and shall pay to the applicable taxing authority all taxes and assessments levied against LESSEE'S personal property and fixtures if billed directly to LESSEE, or to LESSOR if billed to LESSOR, upon thirty (30) days prior, written notice from LESSOR. LESSEE shall have the right to appeal such taxes and assessments. LESSEE shall pay any increases in real property taxes levied against LESSOR'S Property, including the tower, directly attributable to the location of the CMRS Facilities on the Leased Premises. LESSEE will not be responsible for any increases in real property taxes, which are a result of reassessment of the Property due to any sale or transfer of ownership thereof. LESSEE shall have the right to appeal such real property taxes.

17. QUIET ENJOYMENT AND NON-INTERFERENCE.

A. LESSOR warrants and agrees that LESSEE, upon paying the rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Property.

B. LESSEE covenants and agrees that LESSEE'S equipment, its installation, operation and maintenance will:

1. Not interfere with the operation of existing radio equipment at the tower, whether operated by LESSOR or other operators prior to installation of the CMRS Facilities on the tower. LESSEE shall coordinate with LESSOR and all other operators of existing radio equipment at the tower to insure that LESSEE'S frequencies and antenna locations will be compatible with said existing radio equipment. In the event there is harmful interference to said electronic equipment, LESSEE will promptly take all steps to eliminate said harmful interference within ten (10) days after written notice from LESSOR or such other operator to LESSEE advising of the interference. If said interference cannot be eliminated within thirty (30) days of notice thereof, LESSEE agrees to suspend

operations (transmissions), except for intermittent testing, at the Leased Premises while the interference problems are studied and a means found to mitigate them. If said interference cannot be eliminated, then LESSEE shall remove CMRS Facilities from the Property and this Agreement shall thereupon be terminated. In addition, in the event LESSOR desires to install its own additional radio equipment at the water tower site in the future, LESSEE agrees to work with LESSOR to eliminate any interference with said radio equipment. However, LESSEE shall not be required to eliminate interference on equipment installed after the CMRS Facilities are installed. However, in no event shall LESSEE be required to deactivate or move the CMRS Facilities on the tower site or the equipment building.

2. During the term of this Lease or any extension thereof, LESSOR shall not permit other tenants, to place or operate any equipment, which would interfere with the CMRS Facilities on the Property. LESSOR shall cause that all subsequent tenants on the tower to first coordinate with LESSEE to ensure that their frequencies and antenna locations will be compatible with LESSEE'S and to agree to a clause similar to this Section 18.B.(1) herein, promising to immediately eliminate harmful interference if said tenant's radio equipment should interfere with that of LESSEE herein.

C. LESSEE, as well as LESSEE'S property, shall comply with all applicable rules and regulations of the Federal Communications Commission, state laws and Federal laws, City Ordinances and electrical codes of City of Flower Mound and for State of Texas. Under this Agreement, LESSOR assumes no responsibility for the licensing, operations and/or maintenance of the CMRS Facilities lines or attachments.

18. RF EMISSIONS. LESSEE shall, at its sole cost and expense, prepare and deliver to LESSOR, or cause to be prepared and delivered to LESSOR, an evaluation of the radio frequency emissions from the Tower site as required by the Federal Communications Commission, taking into consideration the addition of the LESSEE'S radio communications equipment. In the event the LESSEE determines that such radio communications equipment would cause the Tower site not to comply with the radio frequency exposure limits promulgated under 47 C.F.R. §1.1307, et. Seq. (1997, as amended from time to time), LESSOR at its sole discretion may modify or cause modifications of equipment or conditions on the Tower site in order to permit location of LESSEE'S radio communications equipment at Tower in compliance with the RF Emissions Regulations. If LESSOR elects not to effect such modifications, it shall so notify LESSEE, and LESSEE shall thereafter have the right to terminate the Lease by notice to LESSOR. LESSOR grants LESSEE the right to place electromagnetic energy warning signs proximate to its Communication Facility and radio communications equipment so long as such warning signs are in compliance with applicable law.

19. COORDINATION OF OPERATION

A. LESSOR agrees (i) to use its diligent efforts to minimize inconvenience to LESSEE by using its diligent efforts not to cause or permit any interruption or interfere with the operations of the CMRS Facilities and (ii) to give LESSEE written notice of any repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the tower and the Property or of any planned shut downs associated with the tower for scheduled or routine maintenance that might adversely affect the operation of the CMRS Facilities at least thirty (30) days written notice before the repair, alteration, addition, improvement or shut down of the tower.

B. Access to the interior of the tower or to the top of the tower shall be accomplished only with the presence of the LESSOR's Director of Public Works or his or her representative. Only qualified and adequately insured employees, agents, contractors or persons under LESSEE'S direct supervision will be permitted to climb the tower and to install, maintain, or remove CMRS Facilities from the Tower. LESSOR retains the right to permit its own employees and agents and employees and agents of the subsequent users of the tower to climb the tower for the purpose of repair and maintenance or for any other purposes that do not interfere with LESSEE'S use of the tower, and so long as LESSEE complies with the provisions of Section 18 of this Lease.

C. LESSOR shall not permit any person, including without limitation any contractor, employee, agent, tenant, or invitee, to work within a ten (10) foot radius of LESSEE'S antennas, unless LESSEE is notified, in writing, except in the case of an emergency, prior to such activity, in which case notice shall be provided as soon as practicable. LESSOR agrees to give LESSEE reasonable advance written notice (except in the case of emergency where advance written notice cannot be reasonably given, in which event, LESSOR shall give LESSEE telephonic notice at (972) 874- 6407 of repairs, alterations, additions, or improvements to be made with respect to the maintenance and operation of the tower and the Property within such radius of the antennas.

D. In the event that LESSOR determines that any equipment or operation of LESSEE causes radio interference, as defined and regulated by the Federal Communications Commission, or interferes with the operation or use of the tower or with any of LESSOR'S facilities or LESSOR'S equipment on the tower, then LESSOR shall provide LESSEE written notice of any such interference and LESSEE shall have thirty (30) days within which to correct such radio interference, pursuant to Section 18.B, unless such interference is with LESSOR'S emergency communications; then such interference shall be corrected immediately or terminated.

E. It is further understood and agreed that LESSOR may perform reasonable routine maintenance, painting, etc. of the Tower without compensation or liability to LESSEE, even though such maintenance and painting may cause interference with LESSEE'S operations. LESSOR shall notify LESSEE, in writing, at least sixty (60) days prior to any scheduled maintenance or painting on the tower that will be likely to interfere with the operation of CMRS Facilities and allow LESSEE to construct and operate temporary

facilities on the Property. LESSOR shall not be required to notify LESSEE prior to performing any emergency maintenance on the tower.

F. To the extent that any shut down, repair, alteration, addition or improvement of the tower might adversely affect the operation of the CMRS Facilities for a period in excess of fourteen (14) days, the rent shall be abated for the relevant time period during which LESSEE'S operations are adversely affected.

20. LIGHTING OF ANTENNAS. LESSOR hereby agrees that, if because of LESSEE'S operations on the Property any laws or regulations of the Federal Aviation Administration, Federal Communications Commission or any other relevant governmental agency or body require or recommend that LESSEE'S antennas and/or the tower be lit and/or marked, LESSEE may install and maintain such lighting and markings. In no event, however, shall LESSEE be responsible for the installation or maintenance of any lighting or markings required by the operations of LESSOR or any other tenant on the tower. LESSOR will permit LESSEE access to all portions of the tower that LESSEE may need in order to check and replace such required or recommended lighting or marking.

21. Any charges payable under the Agreement other than annual rental shall be billed by LESSOR to LESSEE within twelve (12) months from the date in which the charges were incurred or due.

22. If LESSEE shall remain in possession of the Leased Premises at the expiration of this Agreement or any Renewal Term without a written agreement, such tenancy shall be deemed a year-to-year tenancy under the same terms and conditions of this Agreement and the annual rent shall be equal to the annual rental of the last annual rental paid.

23. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

24. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.

25. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. LESSOR represents and warrants to LESSEE that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment. If LESSOR is represented by any property manager, broker or any other leasing agent ("**Agent**"), then (a) LESSOR is solely responsible for all commission, fees or other payment to Agent and (b) LESSOR

shall not impose any fees on LESSEE to compensate or reimburse LESSOR for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.

2. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

LESSOR:

Town of Flower Mound, Texas

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

T-Mobile West LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____



Redline CD's
5-3-21
T-Mobile
Bill Mullican

T-Mobile

T-MOBILE SITE NUMBER: DA02279A

T-MOBILE SITE NAME: FM-1171 FLOWER MOUND WT

SITE TYPE: WATER TOWER
TOWER HEIGHT: 129'-0"

T-MOBILE ANCHOR - PROJECT

SITE ADDRESS: 3810 BRUTON ORAND
FLOWER MOUND, TX 75022

COUNTY: DENTON

JURISDICTION: TOWN OF FLOWER MOUND

T-Mobile
7668 WARREN PARKWAY
FRISCO, TX 75034

BROADUS
services
4 COUNTRY PLACE CIRCLE
DALLAS, TEXAS 75016
OFFICE: (817) 349-3449
FAX: (817) 431-4234

T-MOBILE SITE NUMBER:
DA02279A

**FM-1171 FLOWER MOUND
WT**

3810 BRUTON ORAND
FLOWER MOUND, TX 75022

EXISTING WATER TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
FCD0	03/01/21	JM	PRELIMINARY	ELG
FCD0	03/23/21	JM	FINAL	ELG



JACOB GORALSKI, PLLC

CONSULTING ENGINEER
TX PE No. 116873
TX FIRM No. F-17021
1106 COLB STREET
KENNEDALE, TX 75860
(972) 239-5495

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER: T-1
REVISION: FCD0

SITE INFORMATION

SITE NAME: FM 1171 FLOWER MOUND WT
SITE ADDRESS: 3810 BRUTON ORAND
FLOWER MOUND, TX 75022
COUNTY: DENTON
AREA OF CONSTRUCTION: EXISTING
LATITUDE: 32° 02' 15.0"
LONGITUDE: -97° 53' 36.3"
LAT/LONG TYPE: NAD83
GROUND ELEVATION: 662.52
CURRENT ZONING: N/A
JURISDICTION: TOWN OF FLOWER MOUND
OCCUPANCY CLASSIFICATION: U
TYPE OF CONSTRUCTION: ITB
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR
HUMAN HABITATION
PROPERTY OWNER: TOWN OF FLOWER MOUND
2121 CROSS TIMBERS
FLOWER MOUND, TX 75028
ELECTRIC PROVIDER: TXU
(972) 791-2888
TELECO PROVIDER: AT&T
(866) 620-6900

PROJECT TEAM

DESIGNER FIRM: BROADUS SERVICES
4 COUNTRY PLACE CIRCLE
DALLAS, TEXAS 75016
PH: (817) 349-3449
ENGINEER FIRM: JACOB GORALSKI, PLLC
1106 COLB STREET
KENNEDALE, TX 75860
PH: (817) 456-3621
CONTACT: JACOB GORALSKI, P.E.
CARRIER/APPLICANT: T-MOBILE
7668 WARREN PARKWAY
FRISCO, TX 75034
CONTACT: MICHELLE SHERWOOD SMITH
PH: (972) 464-3926

DRAWING INDEX

SHEET # SHEET DESCRIPTION

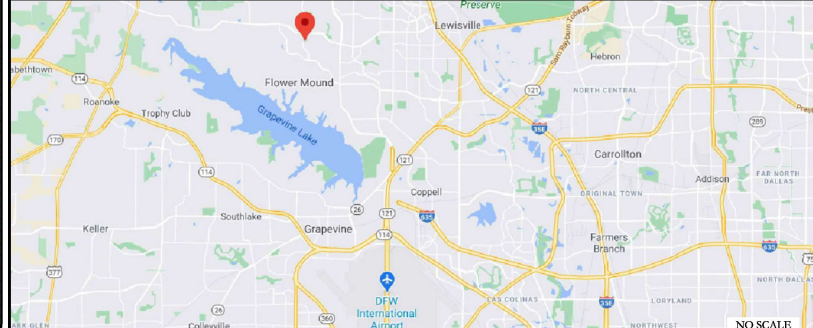
SHEET #	SHEET DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	OVERALL SITE PLAN
4	DETAILED FINAL EQUIPMENT PLAN
5	FINAL ANTENNA/FEEDER & ANTENNA LAYOUT
6	RF
7	PLUMBING DIAGRAM
8	ANTENNA BRACKETING
9	WINDSHIELD PROTECTION
10	GROUNDING WYE PLAN
11	GROUNDING DETAIL
12	GROUNDING DETAIL

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR FULL SIZE. CONTRACTOR SHALL VERIFY ALL
PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY
NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK
OR BE RESPONSIBLE FOR SAME.

APPROVALS

APPROVAL	SIGNATURE	DATE
PROPERTY OWNER OR REP.	_____	_____
LAND USE PLANNER	_____	_____
T-MOBILE	_____	_____
OPERATIONS	_____	_____
RF	_____	_____
NETWORK	_____	_____
BACKHAUL	_____	_____
CONSTRUCTION MANAGER	_____	_____
NOTES:		
PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT T-MOBILE CONSTRUCTION MANAGER		
THE HEIGHT OF THE TOWER WILL NOT BE INCREASED, NOR WILL THERE BE AN EXPANSION OF THE GROUND/LEASE AREA		
THE PARTIES ABOVE HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.		

LOCATION MAP



DRIVING DIRECTIONS FROM T-MOBILE LOCAL OFFICE (7668 WARREN PARKWAY, FRISCO, TX 75034) TAKE DALLAS PKWY TO TX-121 S HEAD WEST
ON WARREN PKWY TOWARD RIFLE GAP RD USE THE LEFT 2 LANES TO TURN LEFT ONTO DALLAS PKWY TAKE SAM RAYBURN TOLLWAY AND E
STATE HWY 121 TO E MAIN ST IN LEWISVILLE TURN RIGHT ONTO TX-121 S USE THE LEFT LANE TO TAKE THE RAMP ONTO SAM RAYBURN
TOLLWAY TAKE THE TX-121 BUS EXIT MERGE ONTO E STATE HWY 121 KEEP RIGHT TO STAY ON E STATE HWY 121 CONTINUE ON W MAIN ST TAKE
CROSS TIMBERS RD TO BALDOMERA ST IN FLOWER MOUND TURN RIGHT ONTO E MAIN ST CONTINUE ONTO RAILROAD ST USE THE LEFT 2
LANES TO TURN SLIGHTLY LEFT ONTO W CHURCH ST KEEP RIGHT TO CONTINUE ON W MAIN ST PASS BY BBVA BANK (ON THE RIGHT IN 1.4 MI)
CONTINUE ONTO CROSS TIMBERS RD TURN LEFT ONTO REGENCY PARK CT TURN RIGHT ONTO CRESTVIEW LN TURN LEFT ONTO BALDOMERA
ST 3810 BRUTON ORAND BLVD FLOWER MOUND, TX 75022

APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN
ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING
CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.
NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK
NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	IBC 2018
MECHANICAL	IMC 2018
ELECTRICAL	NBC 2014

REFERENCE DOCUMENTS:

STRUCTURAL ANALYSIS: BY JACOB GORALSKI, PLLC
PROJECT # DA02279A
DATED FEBRUARY 11, 2021

MOUNT ANALYSIS: BY ---
PROJECT # ---
DATED ---

CALL TEXAS ONE CALL
(800) DIG-TESS
CALL 3 WORKING DAYS
BEFORE YOU DIG!



PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO PROPOSE AN ANTENNA
MODIFICATION ON AN EXISTING WIRELESS SITE.

FINAL TOWER CONFIGURATION:

- (1) ANTENNA/S
- (1) RRU
- (2) HCS 20 PART 3 (1-1/2")
- (2) HCS 20 JUMPER CABLES
- (2) HCS 20 BREAKOUT FEATURE

FINAL GROUND CONFIGURATION:

- (1) DELTA 60A HPI 3SSC
- (1) DELTA 1B HPI
- (1) PCOA
- (2) AMIA IN DELTA SSC
- (1) PPC/1E1 CO
- (2) HCS 20 BOTTOM JUNCTION BOX

DESIGN PACKAGE BASED
ON RF DATA SHEET
VERSION: 8
ISSUED: 3/12/2021 11:57:15
AM

SITE WORK GENERAL NOTES:

1. THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERs AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION.
3. ALL SITE WORK SHALL BE, AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS.
4. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
5. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, OWNER AND/OR LOCAL UTILITIES.
6. THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE.
7. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS.
8. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
9. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
10. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE PROJECT SPECIFICATIONS.
11. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
12. NOTICE TO PROCEED-- NO WORK TO COMMENCE PRIOR TO COMPANY'S WRITTEN NOTICE TO PROCEED AND THE ISSUANCE OF A PURCHASE ORDER.
13. ALL CONSTRUCTION MEANS AND METHODS, INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS AND INDUSTRY STANDARDS. ALL RIGGING PLANS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED, ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND T-MOBILE STANDARD INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH THE ANSI/TIA-322 (LATEST EDITION).

STRUCTURAL STEEL NOTES:

1. ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH ASTM A36 UNLESS OTHERWISE NOTED.
2. BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE (3/4") CONNECTIONS AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS OTHERWISE NOTED.
3. NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
4. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR CONTRACTOR APPROVAL WHEN DRILLING HOLES IN CONCRETE. SPECIAL INSPECTIONS, REQUIRED BY GOVERNING CODES, SHALL BE PERFORMED IN ORDER TO MAINTAIN MANUFACTURER'S MAXIMUM ALLOWABLE LOADS.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 338, ASTM A764, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE. SLAB FOUNDATION DESIGN ASSUMING ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
CONCRETE CAST AGAINST EARTH.....3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER:
#4 AND LARGER.....2 IN.
#5 AND SMALLER & WWF.....1 1/2 IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND:
SLAB AND WALLS.....3/4 IN.
BEAMS AND COLUMNS.....1 1/2 IN.
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

MASONRY NOTES:

1. HOLLOW CONCRETE MASONRY UNITS SHALL MEET A.S.T.M. SPECIFICATION C90, GRADE N, TYPE 1. THE SPECIFIED DESIGN COMPRESSIVE STRENGTH OF CONCRETE MASONRY (F'm) SHALL BE 1500 PSI.
2. MORTAR SHALL MEET THE PROPERTY SPECIFICATION OF A.S.T.M. C270 TYPE "N". MORTAR AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI.
3. GROUT SHALL MEET A.S.T.M. SPECIFICATION C475 AND HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2000 PSI.
4. CONCRETE MASONRY SHALL BE LAID IN RUNNING (COMMON) BOND.
5. WALL SHALL RECEIVE TEMPORARY BRACING, TEMPORARY BRACING SHALL NOT BE REMOVED UNTIL GROUT IS FULLY CURED.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR--
SUBCONTRACTOR--
CARRIER--
TOWER OWNER--
OEM--
GENERAL CONTRACTOR (CONSTRUCTION)
ORIGINAL EQUIPMENT MANUFACTURER

PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR AND T-MOBILE.

2. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

3. DRAWINGS PROVIDED HERE ARE NOT TO SCALE AND ARE INTENDED TO SHOW OUTLINE ONLY.

UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

5. "KITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR. ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND KITTING LIST SHALL BE SUPPLIED BY THE SUBCONTRACTOR.

6. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

7. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR AND T-MOBILE. PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.

8. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWINGS.

9. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PARTS SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.

10. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

11. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

ABBREVIATIONS AND SYMBOLS:

ABBREVIATIONS:

AGL ABOVE GRADE LEVEL
BTS BASE TRANSCEIVER STATION
(S) EXISTING
MIN MINIMUM
REF REFERENCE
RF RADIO FREQUENCY
T.B.D. TO BE DETERMINED
T.B.R. TO BE RESOLVED
TYP TYPICAL
EQUI EQUIPMENT
EGR EQUIPMENT GROUND RING
AWG AMERICAN WIRE GAUGE
MSB MASTER GROUND BAR
EG EQUIPMENT GROUND
BOW BARE COPPER WIRE
SIAO SMART INTEGRATED ACCESS DEVICE
GEN GENERATOR
IGR INTERIOR GROUND RING (HALO)
RBS RADIO BASE STATION

SYMBOLS:

—●— SOLID GROUND BUS BAR
—○— SOLID NEUTRAL BUS BAR
—+— SUPPLEMENTAL GROUND CONDUCTOR
—|— 2-POLE THERMAL-MAGNETIC CIRCUIT BREAKER
—|— SINGLE-POLE THERMAL-MAGNETIC CIRCUIT BREAKER
—○— CHEMICAL GROUND ROD
⊗ TEST WELL
—|— DISCONNECT SWITCH
⊞ METER
—|— EXOTHERMIC WELD (COWELD) (UNLESS OTHERWISE NOTED)
—|— MECHANICAL CONNECTION
—|— GROUNDING WIRE

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAYS AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC. HILT EPOXY ANCHORS ARE REQUIRED BY T-MOBILE.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOT(S)), GROUNDING AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND), 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH PLASTIC TAPE PER COLOR SCHEDULE. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPLACITY RATING AND BRANCH CIRCUIT ID NUMBERS (I.E. PANEL BOARD AND CIRCUIT ID'S).
8. PANEL BOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
9. ALL THE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE OR FACTORY (#14 AWG OR LARGER), 600 V, OIL RESISTANT THIN OR THIN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90° C (WET & DRY) OPERATION LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600V, OIL RESISTANT THIN OR THIN-2 GREEN INSULATION CLASS B STRANDED COPPER CABLE RATED FOR 90° C (WET AND DRY) OPERATION LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THIN OR THIN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90° C (WET AND DRY) OPERATION LISTED OR LABELLED FOR THE LOCATION USED UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY EMMANUEL AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E. RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT) OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS, 90° AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TIGHT FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
21. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS; SHALL BE PENDANT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER).
22. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSH ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL; SHALL MEET OR EXCEED UL 50 AND RATED NEMA 1 (OR BETTER) INDOORS OR NEMA 3R (OR BETTER) OUTDOORS.
24. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
28. INSTALL PLASTIC LABEL ON THE METER CENTER TO SHOW "T-MOBILE".
29. ALL CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

GREENFIELD GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND ETC.) SHALL BE BONDING TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDING AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPING.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO ITS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, 6 AWG STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 AWG SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR GROUNDED BACK TO BARK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 AWG SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTI-OXIDANT COATINGS (I.E. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL, AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 FT. OF MAIN GROUND WIRES WITH 1-#2 AWG TIN-PLATED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED IN THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS, WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS. NON-METALLIC MATERIAL, SUCH AS PVC PLASTIC CONDUIT SHALL BE USED, WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 TINNED SOLID IN 3/4" LIQUID TIGHT CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO THE TRANSITION POINT. THE EXPOSED END OF THE LIQUID TIGHT CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).

NEC INSULATOR COLOR CODE		
DESCRIPTION	PHASE/CODE LETTER	WIRE COLOR
240/120 1Ø	LEG 1	BLACK
	LEG 2	RED
	AC NEUTRAL	N WHITE
GROUND (EGG)	G	GREEN
VDC POS	+	RED-POLARITY MARK AT TERMINATION
VDC NEG	-	BLACK-POLARITY MARK AT TERMINATION
240V OR 208V, 3Ø	PHASE A	BLACK
	PHASE B	RED (OR, IF H LEG) BLUE
	PHASE C	BROWN
480V, 3Ø	PHASE B	BROWN
	PHASE C	ORANGE OR PURPLE
	PHASE C	YELLOW

* SEE NEC 210.5(O)(1) AND (2)

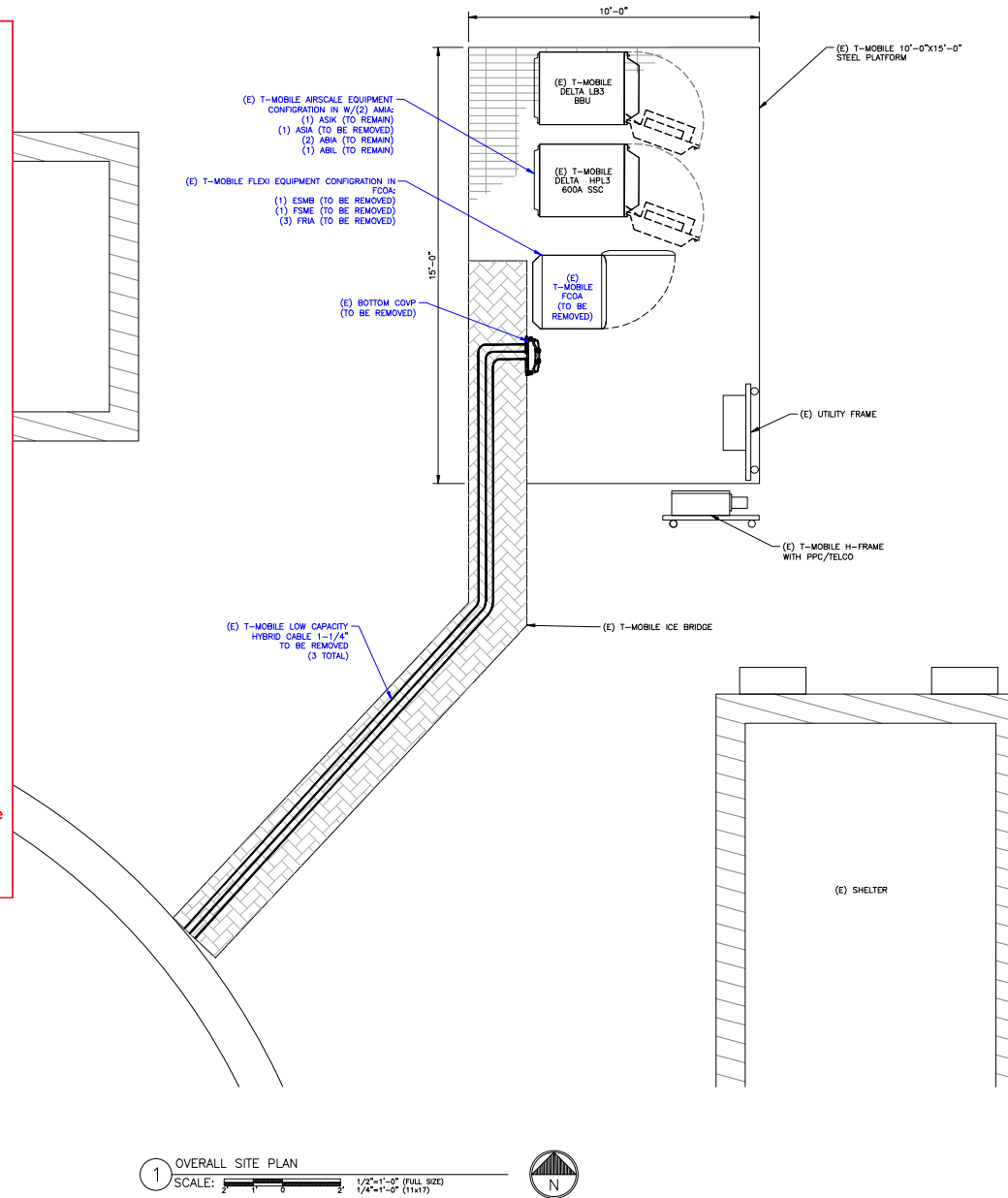
T-Mobile
7608 WARREN PARKWAY
FRISCO, TX 75034
BROADUS services
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016
OFFICE: (817) 940 3449
FAX: 800 431 4234

T-MOBILE SITE NUMBER:
DA02279A
FM-171 FLOWER MOUND
WT
3810 BRUTON ORAND
FLOWER MOUND, TX 75022
EXISTING WATER TOWER

ISSUED FOR:
REV DATE DRAW DESCRIPTION DIS/QA
FCD0 01/01/21 JM PRELIMINARY BEG
FCD0 01/23/21 JM FINAL BEG

STATE OF TEXAS
JACOB GORALSKI
116873
LICENSED PROFESSIONAL ENGINEER
Jacob Gorski
3/25/2021
JACOB GORALSKI, PLLC
CONSULTING ENGINEER
TX PE NO. 116873
TX FIRM NO. F-17021
1108 COLLE STREET
KENNEDALE, TX 76860
(972) 239-5495
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
SHEET NUMBER: T-2 **REVISION: FCD0**

Add
 FSMF
 ASIK
 2-ASIB
 ABIA
 5-ABIL
 3-ABIC
 IXR
 Volt Booster & Amplifiers
 3-AHFIG
 3-AEHC
 2-HCS 2.0 at 200'
 2-Junction Boxes
 9-2.0 Jumpers 3-AEHC & 3-AHLOA & 3-AHFIG
 Alpha 60' jumpers AEHC & AHLOA & AHFIG
 Beta 120' jumpers AEHC & AHLOA & AHFIG
 Gamma 110' jumpers AEHC & AHLOA & AHFIG
 RF jumpers for AHLOA & AHFIG 6'-8'
 Brush Panels
 has 6-Rectifiers may need to add more
 Remove
 6-lines coax 1-5/8
 FCOA
 3-HCS LO 2-200 & 1-250
 3-APX17
 6-ATMAP1412
 3-FXFB
 3-FRIG
 3-FRIA grd mnt
 FSME
 ESMB
 ASIA
 Scaffolding Needed
 Re-route LB# wiring to match market standards
 Need 2 grds 1for LB3 & 1 for HPL3
 Seal hole in old PPC
 Relocate AHLOA from inside to outside Tower
 New pipe for FFHH Ant & AHLOA & AHFIG to mount
 Remove 2 post with COVP
 Add unistrut for new Junction boxes to mount on Ice Bridge
 patch holes in grated platform
 4-combo locks needed
 keep existing old PPC as fiber is routed through it



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 FRISCO, TX 75034

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 TEXAS 75016
 OFFICE: (817) 349 3449
 FAX: (817) 431 4234

T-MOBILE SITE NUMBER:
DA02279A

**FM-1171 FLOWER MOUND
 WT**

3810 BRUTON ORAND
 FLOWER MOUND, TX 75022

EXISTING WATER TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
FCD0	01/01/21	JM	PRELIMINARY	ELG
FCD0	01/23/21	JM	FINAL	ELG



JACOB GORALSKI, PLLC

CONSULTING ENGINEER
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 1106 COLB STREET
 KENNEDALE, TX 75060
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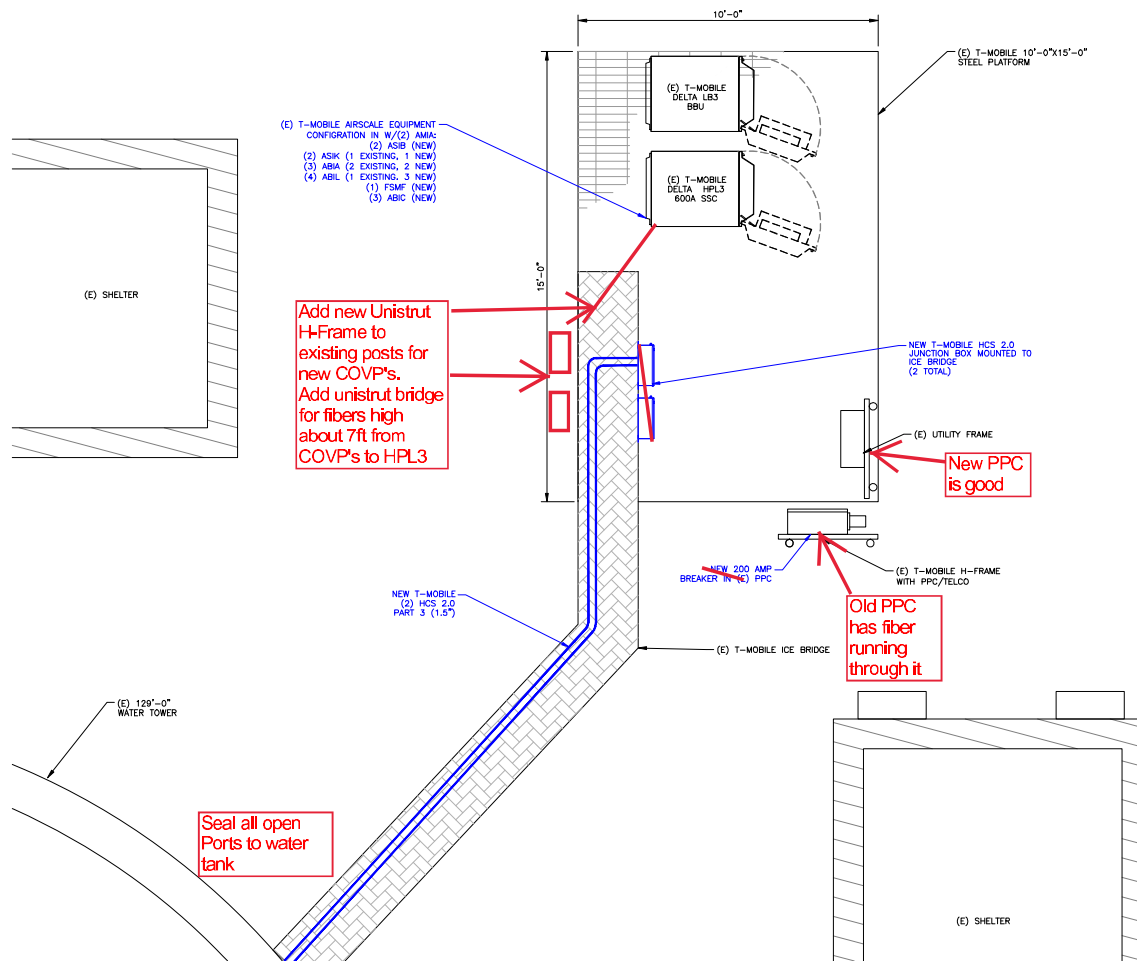
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SHEET NUMBER:

C-1

REVISION:

FCD0



1 ENLARGED FINAL EQUIPMENT PLAN
SCALE: 1/8" = 1'-0" (FULL SIZE)
3/4" = 1'-0" (11x17)
3/8" = 1'-0" (11x17)



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T-MOBILE SITE NUMBER:
DA02279A

**FM-171 FLOWER MOUND
WT**

3810 BRUTON ORAND
FLOWER MOUND, TX 75022

EXISTING WATER TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
FCD0	03/01/21	JM	PRELIMINARY	ELG
FCD0	03/23/21	JM	FINAL	ELG



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SHEET NUMBER:

C-2

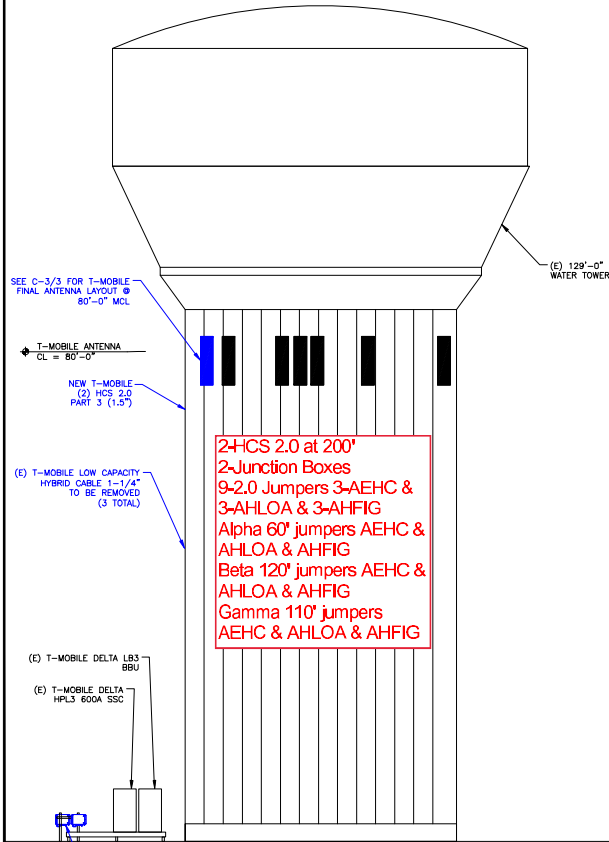
REVISION:

FCD0

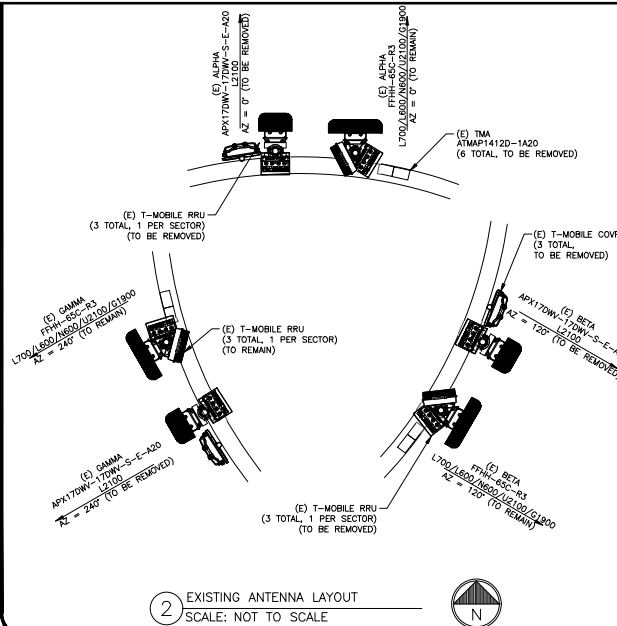
RECOMMENDATIONS:
BASED ON OUT EVALUATION, THE PROPOSED LOADING CHANGE WILL RESULT IN A NEGLIGIBLE INCREASE IN WIND AREA AND WEIGHT IN COMPARISON TO THE ORIGINAL DESIGN LOADS. ADDITIONAL GRAVITY LOADS RESULTING FROM THE INSTALLATION WILL BE LESS THAN 5% AND ADDITIONAL LATERAL LOADS RESULTING FROM INSTALLATION WILL BE LESS THAN 10%. IN ACCORDANCE WITH SECTION 1103.2 AND SECTION 1103.3 OF THE IRC 2015, THE STRUCTURE AND FOUNDATION COMPONENTS WILL NOT REQUIRE ALTERATIONS AND THEREFORE THE STRUCTURE AND FOUNDATION COMPONENTS ARE ADEQUATE TO SUPPORT THE EXISTING AND PROPOSED LOADING.

REFER TO STRUCTURAL ANALYSIS PROJECT NUMBER: DA02279A

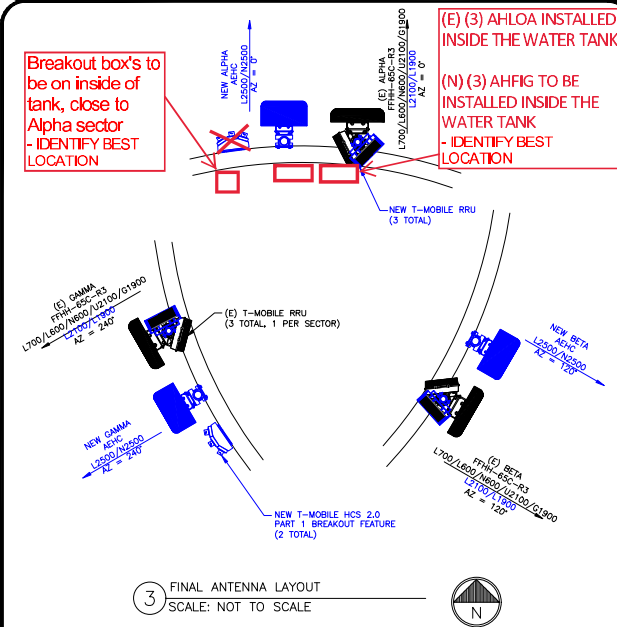
T-MOBILE EQUIPMENT
ANTENNA CL: 80'-0"
MOUNT CL: 80'-0"



1 FINAL TOWER ELEVATION
SCALE: NOT TO SCALE



2 EXISTING ANTENNA LAYOUT
SCALE: NOT TO SCALE



3 FINAL ANTENNA LAYOUT
SCALE: NOT TO SCALE

TOWER & ANTENNA STANDARD NOTES:

A. TOWER STRUCTURAL ANALYSIS BY JACOB GORALSKI, PLLC, DATED FEBRUARY 11, 2021, PROJECT # DA02279A, NO NEW ANTENNAS OR EQUIPMENT INSTALLED WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

B. MOUNT ANALYSIS AND COMPLIANCE PERFORMED BY -----, DATED -----, NO NEW ANTENNAS OR EQUIPMENT INSTALLED ON MOUNTS WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

C. INSTALLED EQUIPMENT MUST HAVE A MATCHING T-MOBILE RFDS AND STRUCTURAL ANALYSIS.

D. PRIOR TO ATTACHING ANTENNAS AND MOUNTING SECTIONS, (E) TOWER AND TOWER FOUNDATION MUST BE ANALYZED BY A LICENSED STRUCTURAL ENGINEER TO VERIFY TOWER IS CAPABLE OF SUPPORTING THE PROPOSED LOADS. REFER TO STRUCTURAL ANALYSIS BY OTHERS.

E. NEW EQUIPMENT CANNOT BE MOUNTED TO TOWER, RELOCATE EXISTING TOWER MOUNTED EQUIPMENT TO CUSTOMER MOUNT.

F. DURING INSTALLATION, THE RADIOS ARE NOT TO EXCEED 5'-0" FROM THE WORKING SURFACE TO THE TOP OF RADIOS.

G. DIRECT TOWER MOUNTED EQUIPMENT MUST NOT TRAP OR INTERFERE W/CLIMBING PEGS/STEPS AND SAFETY CLIMB.

H. VERIFY AZIMUTHS WITH RFDS.

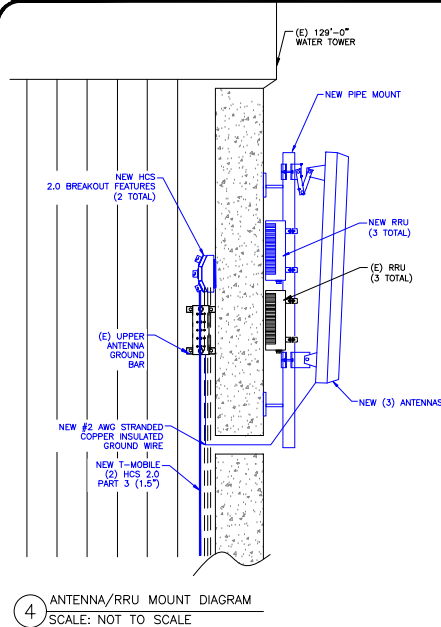
I. 2" ANTENNA SEPARATION REQUIRED. CONTRACTOR TO MOVE (E) ANTENNAS TO ENDS OF MOUNT AS REQUIRED.

J. PROPOSED ANTENNA PLACEMENT LOCATION TO BE FIELD VERIFIED BY GENERAL CONTRACTOR PRIOR TO CONSTRUCTION TO AVOID ANY INTERFERENCE OR SHADOWING OF EXISTING ANTENNAS. IF INTERFERENCE OR SHADOWING OF EXISTING ANTENNAS IS DISCOVERED DURING FIELD VERIFICATION, PLEASE CONTACT (AKE VENDOR) FOR DESIGN REVISION PRIOR TO ANY NEW ANTENNA INSTALLATION.

K. DO NOT OBSTRUCT BEACON IF TOWER LT.

INSTALLER NOTE:

CONTRACTOR TO VERIFY ALL ANTENNA TIP HEIGHTS DO NOT EXCEED BEACON BASE HEIGHT.



4 ANTENNA/RRU MOUNT DIAGRAM
SCALE: NOT TO SCALE

T-Mobile
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BROADUS
services
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FAX: (817) 431 4234

T-MOBILE SITE NUMBER:
DA02279A

FM-171 FLOWER MOUND
WT

3810 BRUTON ORAND
FLOWER MOUND, TX 75022

EXISTING WATER TOWER

ISSUED FOR:

REV	DATE	DRAWN	DESCRIPTION	DESIGN
FCD0	03/01/21	JM	PRELIMINARY	ELG
FCD0	03/23/21	JM	FINAL	ELG



JACOB GORALSKI, PLLC

CONSULTING ENGINEER
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TX FIRM No. F-17021
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(972) 239-5495

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SHEET NUMBER:

C-3

REVISION:

FCD0

TMO Signatory Level:L07,SL07
NLG-99352 Page 37 of 102



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

DATE: June 16, 2025
FROM: Leandro Rodriguez, CIP Manager
ITEM: **Consider approval of Amendment No. 2 to the fiscal year 2024-2025 Capital Improvement Program.**

BACKGROUND:

The proposed CIP amendment No. 2, for the FY 2024-2025, will decrease the general capital projects by (\$15,000,000) for the Fire Stations project. Originally, \$20,000,000 was included in the CIP for this project, but that amount was reduced to \$5,000,000. Construction funding will be added into a future year of the CIP.

The utility capital projects will be decreased by an aggregate amount of (\$750,000) detailed as follows:

- Wichita Trail Line - This project will not be completed at this time. - (\$1,300,000)
- Lakeside Water Reuse Water Lines - Funding source change, decrease in planned debt funding. (\$8,350,000)
- Lakeside Water Reuse Water Lines. - Funding source change, increase in impact fee funding. \$8,350,000
- Oak Street Lift Station and Force Main Phase IV - Additional funding required - \$500,000
- Glen Chester Lift Station Rehab - Additional funding required - \$50,000

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: General Capital Projects: (\$15,000,000)
Utility Capital Projects: (\$750,000)

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification List

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

FY 2024-2025 - CIP Amendment II

General Capital Projects

Facility Projects

	Description	Fund	FY 24-25	5 Yr CIP
Fire Stations	Debt issuance for this project was reduced from \$20,000,000 to \$5,000,000 in FY 24-25. Remaining \$15,000,000, for construction, shifted to FY 25-26 of the CIP.	533	\$ (15,000,000)	\$0
			\$ (15,000,000)	\$0
Total General Capital Projects Impact			\$ (15,000,000)	\$0

Utility Capital Projects

Water Projects

	Description	Fund	FY 24-25	5 Yr CIP
Wichita Trail Water Line	Debt issuance for this project was reduced by \$1,300,000. After additional analysis, this project will not be completed at this time.	630	\$ (1,300,000)	\$ (1,300,000)
Lakeside Water Reuse - Reuse Waterlines	Debt issuance for this project was reduced by \$8,350,000. Impact fees will replace the use of debt for this portion of the project.	630	\$ (8,350,000)	\$ (8,350,000)
Lakeside Water Reuse - Reuse Waterlines	Debt issuance for this project was reduced by \$8,350,000. Impact fees will replace the use of debt for this portion of the project.	601	\$ 8,350,000	\$ 8,350,000
Total Water Impact			\$ (1,300,000)	\$ (1,300,000)

Wastewater Projects

	Description		FY 24-25	5 Yr CIP
Oak Street Lift Station and Force Main Phase IV	Additional funding is required for the final change order of this project. Increase FY 24-25 funding by \$500,000 from Wastewater Impact fees.	600	\$500,000	\$500,000
Glen Chester Lift Station Rehab	Additional funding is required due to needed repairs for the retaining wall. Increase FY 24-25 funding by \$50,000 from project savings.	630	\$50,000	\$50,000
Total Wastewater Impact			\$ 550,000.00	\$ 550,000.00
Total Utility Capital Projects Impact			\$ (750,000.00)	\$ (750,000.00)



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

DATE: June 16, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of a Professional Services Agreement with Plummer Associates, Inc. for the Wastewater Treatment Plant Preliminary Treatment Area Improvement Project in the amount of \$537,658.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Wastewater Preliminary Treatment Area (PTA) is the first stage of the wastewater treatment facility where large debris, like sticks and rags, and smaller solids, like sand and grit, are removed before the wastewater enters the rest of the treatment process. This facility helps protect downstream treatment equipment and processes from damage and prevents clogging. The PTA facility was constructed in 2000, which is over 25 years old. Maintenance staff have recorded over 90 unscheduled repair work orders in the past fifteen years. As equipment ages, more repairs are initiated, and parts become obsolete. This means the original equipment manufacturer (OEM) may no longer produce or support those specific components, and it creates a challenge for staff to maintain and keep the equipment in operation. The PTA facility is currently scheduled for improvements as part of the WWTP Master Plan.

This Professional Service Agreement is for the design and replacement of equipment for the PTA Improvement Project. The PTA improvements will include the installation of two fine screens and associated washer compactor pre-purchased by the Town. The screens were originally constructed in 2000 and have both failed and been partially repaired requiring treatment plant staff to manually rake the debris.

Planned improvements include the replacement of two grit pumps and grit classifier replacement, two grit motors and local control panels, PLC replacement and electrical improvements. Also, two new flow meters will be installed in meter vaults in the yard for sequence batch reactors (SBR) and Single-Stage Nitrification (SSN) influent piping. A metal roof over the screen channels is part of this design to protect equipment from weather elements. The project will also include an evaluation of the WWTP electrical service, part of our risk and resiliency program, to provide a high-level review of the electrical load requirements. This review will assist in the determination on how best to utilize auxiliary generation in the event incoming electrical service has failed.

Plummer Associates, Inc. has an excellent reputation with the Town, in which they have performed many wastewater facility improvement projects and designs in the past and currently. The most recent projects are the Lakeside Water Reuse and Gravity Belt Thickener (GBT) project.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Wastewater Treatment Plant Preliminary Treatment Area is required per Texas Commission on Environmental Quality (TCEQ) standards. Rehabilitation is needed to remain in compliance with TCEQ standards.

FISCAL IMPACT: \$537,658.00

Proposed Expenditure/(Revenue)

\$537,658.00

Account Number(s):

630-970-99250-6180

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 Project Final
2. Form 1295 (internal use)

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
PLUMMER ASSOCIATES, INC.**

This contract is entered into on this _____ day of _____, 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 / Town Manager, and **Plummer Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 1320 South University Drive, Suite 300, Fort Worth, Texas 76107.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to Wastewater Treatment Plant Preliminary Treatment Area Improvement project; and

WHEREAS, CONSULTANT is an engineering 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 Wastewater Treatment Plant Preliminary Treatment Area Improvements Project

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

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Five Hundred Thirty-Seven Thousand Six Hundred Fifty Eight and No/100 Dollars (\$537,658.00). 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@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:

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:

Paula Monaco, PhD, PE
Wastewater Treatment Team Leader
1320 S. University, Suite 300
Fort Worth, Texas 76107
817-806-1700 Telephone
817-806-1718 Direct
pmonaco@plummer.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

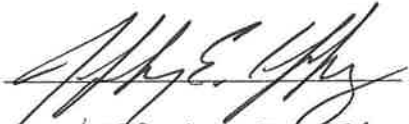
only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) 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:
Plummer Associates, Inc.

THE TOWN OF FLOWER MOUND, TEXAS

By: 
Name: JEFFREY E. CAFFEY
Title: PRINCIPAL
Dated: 5/29/25

By: _____
Name: _____
Title: _____
Dated: _____

ATTACHMENT A

TOWN OF FLOWER MOUND WASTEWATER TREATMENT PLANT PRELIMINARY TREATMENT AREA IMPROVEMENTS BASIC ENGINEERING SERVICES

Prepare detailed design and advertisement phase services for the Preliminary Treatment Area (PTA) Improvement project outlined in the Town of Flower Mound Wastewater Treatment Plant Master Plan. The PTA improvements will include installation of two fine screens and associated washer compactor prepurchased by Owner, replacement of two grit pumps and grit classifier replacement, two grit motors and local control panels, two new flow meters installed in meter vaults in the yard for Sequence Batch Reactor (SBR) and Single-Stage Nitrification (SSN) influent piping, metal roof over screen channels, PTA PLC replacement, HVAC and electrical improvements. The project will include a WWTP electrical incoming service evaluation.

BASIC SERVICES

CONSULTANT agrees to perform BASIC SERVICES in connection with the PROJECT as hereinafter stated, in accordance with the stipulations within this AGREEMENT. The CONSULTANT shall perform BASIC SERVICES necessary for the development of the PROJECT as follows:

A. DETAILED DESIGN

1. Prepare detailed plans, technical specifications, contract documents of improvements to be constructed for the PRELIMINARY TREATMENT AREA IMPROVEMENTS project, to be bid as a single construction project.
2. Advise the TOWN with respect to the making of all subsurface investigations, including borings, test pits, soil resistivity surveys, and other subsurface explorations. Furnish the TOWN up to five separate underground pipeline location determinations utilizing a subsurface utility engineering (SUE) sub-consultant.
3. Furnish the TOWN, when requested, the engineering data necessary for TOWN'S submittal of applications for routine permits required by local, state, and federal authorities. Preparation of detailed applications and supporting documents for government grants or loans, site specific 404 permits, stormwater permits, or environmental and/or archeological surveys will be provided as SPECIAL SERVICES, if required.
4. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required.
5. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the PROJECT.

6. Meetings
 - a. Meet monthly during the design project. The monthly meeting will either be one of the meetings defined below or will be a general progress meeting.
 - b. A project start-up meeting will be held at the Flower Mound Operations Building or at another location designated by the TOWN. The meeting will include the following:
 - (1) Consult with the TOWN to review the scope of services, to verify the TOWN's requirements for the project, and to review available data provided by the TOWN.
 - (2) Advise the TOWN as to the necessity of the TOWN's providing or obtaining data or services from others, and assist the TOWN in connection with any such services.
 - (3) Prepare a flow chart showing project schedule and key project milestones. The flow chart will be updated periodically and sent to the TOWN.
 - (4) Discuss PROJECT objectives, deliverables, communications, schedule, documentation, work plan, and trending documentation, etc.
 - (5) Based on discussions during the start-up meeting, the proposed PROJECT approach will be refined, if necessary.
 - (6) Prepare start-up meeting notes that document discussions and action items.
 - c. Two quality control (QC)/design review meetings will be held in the CONSULTANT's Fort Worth office. The quality control review will be performed by two experienced upper level engineers on the CONSULTANT's staff. The QC/design review meetings will be held with at 60% and 90% completion milestones.
 - d. Two review meetings with the TOWN staff will be held at 60%, and 90% completion milestones. Each meeting will include:
 - (1) Updated schedule review.
 - (2) Opinion of probable construction cost review.
 - (3) Review of drawings and specifications.
 - (4) Progress meeting minutes that document discussions and action items.
 - e. One meeting with TOWN staff to coordinate the final design. Attending meetings with TOWN council or other TOWN departments except as included in the Basic Services will be an Additional Service.
7. Preliminary Treatment Area (PTA) Improvements Bid Package
 - a. Facilities to be designed will consist of the following:
 - (1) Demolition of two (2) existing step screens and washer compactors.
 - (2) Demolition of two grit pumps and one grit classifier.
 - (3) Demolition of two grit removal motors and control panel.
 - (4) Demolition of two (2) existing step screens and washer compactors.
 - (5) Installation of two (2) new screen systems with washer compactors prepurchased by Owner. Associated instruments and system control panel will be included and integration of a new control panel with the plant control system.
 - (6) Installation of two new grit pumps and one new grit classifier.
 - (7) Installation of two new grit vortex unit motors and local control panels.
 - (8) Dumpster room improvements for more efficient dumpster removal.
 - (9) Replacement of slide gate motors and new heat protection at the slide gates to replace temporary heat lamps.

- (10) Installation of two new 30" flow meters with vaults to measure flow to the Sequence Batch Reactors (SBRs) and Aeration Basins (ABs).
 - (11) Installation of one new sloped metal canopy over the screen channel area. Include a metal wall along the north side for protection from high winds.
 - (12) Replacement of heat trace and insulation for cold weather protection for new screens and the washer compactors.
 - (13) Replacement of heat trace and insulation for cold weather protection for the grit classifier and plant water piping.
 - (14) Installation of LED area lighting under the new canopy and for existing outdoor lighting at the structure.
 - (15) Replacement of PTA PLC.
 - (16) Replacement of PTA electrical room HVAC, in new location and replace grit room ventilation equipment.
 - (17) Provide H2S sensors in the grit and dumpster rooms.
 - (18) Provide electrical, and instrumentation, improvements associated with the new equipment and facilities listed above.
8. Provide updated opinions of probable construction cost for budget purposes at approximately 60% and 90% complete milestones for the PTA improvements package. Prepare a detailed statement of the final opinion of probable construction cost for the PTA improvements package. The CONSULTANT'S projection of construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost. The CONSULTANT does not warrant the accuracy of the opinion of probable construction cost.
9. Deliverables
- a. Furnish up to three (3) sets of plans (half size) and specifications at the 60% and 90% Design Review milestones for the PTA Improvements Package.
10. Provide topographic surveying of the following areas:
- a. PTA screen channels; and
 - b. PTA building; and
 - c. Yard piping modifications;
11. The geotechnical report from the Phase I Expansion project will be referenced to support structural design of screen channel cover and bridge crane.

B. ADVERTISEMENT PHASE SERVICES FOR PTA IMPROVEMENTS PACKAGE

- 1. Assist the TOWN in securing bids, issuing notice to bidders and notifying construction news publications. The notice to bidders will be furnished to the TOWN for publication in the local news media. The cost for publications shall be paid by the TOWN.
- 2. Assist the prospective bidders in interpreting the construction plans and specifications through the preparation and issuance of addenda, and assist the TOWN in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of the contracts or the appropriate actions to be taken by the TOWN.

3. Prepare for and participate in one (1) pre-bid conference at the project site.
- C. Electrical Incoming Service, Electrical Design, and Instrumentation/Control Design
1. GAI will provide a high-level review of the priority electrical loads in the event both incoming utility power feeds to the plant were lost:
 - a. Plummer and the Owner are to provide a list of what the critical loads are that would need to be backed up by a standby generator;
 - b. GAI will provide the estimated generator size needed to back-up the priority loads;
 2. GAI will provide anecdotal examples of other operators in the area with regards to what they have for standby generators;
 3. GAI will request from Oncor Electric a summary of the documented outages; and
 4. GAI will provide a formal engineering report that satisfies the intent of TCEQ 217.36.
 5. GAI will accommodate various facilities upgrade/rehabilitation elements (Project) for the Town of Flower Mound (Owner) Wastewater System Wastewater Treatment Plant (Plant) Pretreatment Area (PTA). Gupta & Associates, Inc. (GAI) will perform both the electrical distribution and controls (ED&C) and the instrumentation and controls (I&C) design as a subconsultant to Plummer.
- D. Wall Map and Plant Operator Handbook Update
1. Update and furnish a physical and electronic wall map for the WWTP yard piping and valve tagging. The printed map shall be in color and sized 36-inch by 24-inch. Each process pipe (i.e. raw sewage, sludge, RAS, air, etc) will be a separate color/line type. The PDF file will be provided with layers that can be isolated and turned on/off.
 2. Update and furnish (3) three copies of the WWTP Operator's Pocket Manual. The manual will be updated based on the recent solids improvements and PTA improvements projects completed. The manual shall include a plant overview, process flow schematics, yard piping plan of main process lines, contact information, startup and shutdown procedures.

SPECIAL SERVICES

- A. Special services to be performed by the CONSULTANT, if authorized by the TOWN, which are not included in the above-described BASIC SERVICES, are described as follows:
1. Design of the replacement of the two foul air fans based on condition assessment and manufacturer recommendation. The foul air fans were installed with the 2001 project and provide the ventilation within the grit room and dumpster room.

ADDITIONAL SERVICES

- A. Additional services to be performed by the CONSULTANT, if authorized by the TOWN, which are not included in the above-described BASIC SERVICES, are described as follows:
1. Attending additional meetings as requested by TOWN;
 2. Sampling, testing or analysis beyond that specifically included in BASIC SERVICES;
 3. Providing additional copies of reports, plans and specifications;
 4. Any additional services that may be required by the TOWN for completion of the project that are not included in the BASIC or SPECIAL SERVICES; and
 5. Preparing copies of Computer-Aided Drafting (CAD) electronic databases, drawings, or files for the TOWN's use in a future CAD system.

TIME OF COMPLETION

The following time of completion considers special services for equipment preselection has been elected by the Town. Upon receipt of a notice to proceed, Plummer Associates anticipates the following completion schedule for each of the project tasks. It is anticipated the Town will have two weeks to review submittals prior to the date review meetings are scheduled.

- | | |
|--|---------------------------------------|
| 1. Start-up meeting: | Within 10 days of Notice to Proceed. |
| 2. Submit 60% Review Documents: | Within 75 days of Notice to Proceed |
| 3. Submit 90% Review Documents (review screen shop drawing): | Within 42 days of 60% Review Meeting. |
| 4. Advertise Project: | Within 35 days of 90% Review Meeting. |

ATTACHMENT B

COMPENSATION

This Attachment is part of the Agreement between Plummer Associates, Inc. (Plummer) (the “Engineer”) and the Town of Flower Mound (the “Town”) for the project generally described as:

TOWN OF FLOWER MOUND

PRELIMINARY TREATMENT AREA IMPROVEMENTS

Basic Services Fees

The fees listed below includes costs for the scope items listed in Exhibit B-Scope of Services. Plummer Associates will provide the following Scope of Services for a lump sum fee:

Task	Description	Fee
A	Detailed Design 1. Meetings 2. Technical Plans and Specs 3. OPCC and Contract Document Production	\$17,820 \$69,850 \$45,190
B	Advertisement Phase Services	\$19,570
C	Electrical Incoming Service, Electrical Design, and Instrumentation/Control Design	\$288,903
D	Wall Map and Plant Operator Handbook Update	\$15,330
PM	Project Management and Project Quality Control	\$15,595
SUB	Subconsultants 1. Mechanical (HVAC) Subconsultant (AACE) 2. Structural (FWNA) 3. Surveying Consultant	\$15,180 \$11,213 \$8,625
RE	Reimbursable Expenses	\$10,526
	Total Basic Services Cost:	\$517,802
SS	Special Services – Foul Fan Replacement Design	\$19,856
	Total Project Cost:	\$537,658



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

DATE: June 16, 2025
FROM: Brian Waltenburg, Director of Public Works
ITEM: **Consider approval of Change Order No. 2 for the Oak Street Lift Station and Forcemain Phase IV project, amending the contract with Fort Worth Civil Constructors, LLC. to provide an increase to the contract in the amount of \$593,565.03**

BACKGROUND: On June 6, 2022, Town Council approved a construction agreement with Fort Worth Civil Constructors LLC for the Oak Street Lift Station and Forcemain Phase IV project in the amount of \$5,408,686.00. The Oak Street Lift Station and Force Main Phase IV project includes improvements to the lift station to increase firm pumping capacity as required in the Town's wastewater master plan. More specifically, the project includes the replacement and upsizing of wastewater pumps, replacement of electrical infrastructure, and installation of backup generation.

Change Order 1, approved on March 3, 2025 provided for additional work required during construction, including additional costs associated with the generator, the addition of cathodic protection at the request of the Town, changes to the bypass connection due to conflicts identified in field, modifications to dry well pipe supports, additional wet well pipe rail supports at the request of the Town, reroute of new electrical conduit due to conflict with existing vault, additional fittings at discharge header to allow for proper connection to the existing force main, additional valve manhole to allow for maintenance and repair of the valve without excavation. In addition, 447 days were added to the contract due to material lead times for the generator. CO1 increased the contract by \$84,069.66 for a total of \$5,549,475.66.

Change Order 2 outlines additional costs incurred due to extended bypass pumping operations required to complete the project. The extension became necessary after the failure of a new electrical component supplied by Eaton, which occurred during system commissioning. As a result, the lift station could not be brought online as scheduled, and bypass operations had to remain in place to maintain continuous wastewater flow. Discontinuing the bypass would have led to significant environmental impacts and violations of Texas Commission on Environmental Quality (TCEQ) regulations. Maintaining bypass pumping was critical to prevent sanitary sewer overflows and ensure regulatory compliance. The delay was prolonged by the lengthy lead time for procuring replacement components and was further complicated by Hurricane Helene, which caused severe disruptions to Eaton's production and shipping capabilities at their Asheville, NC facility. The contractor initially submitted a change order request totaling \$1,238,415.82. After removing overhead and profit, the direct reimbursable cost, verified by receipts and invoices, totaled \$1,131,914.07. To resolve the matter equitably:

- Eaton provided a credit to the Town of \$499,065.03 to offset the cost of electrical equipment.
- The Town will contribute an additional \$94,500.00.
- The contractor agreed to absorb \$538,349.04 to support project closure.

While the situation involved unforeseen challenges, all three parties, Eaton, Fort Worth Civil, and the Town, remain committed to the successful closeout of this project and look forward to continued collaboration on future efforts. CO2, if approved, will increase the contract by \$593,565.03 for a total of \$6,143,040.69.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$593,565.03

Proposed Expenditure/(Revenue)

\$593,565.03

Account Number(s):

630-970-90386-6180 - \$23,428.74

600-971-90386-6180 - \$570,136.29

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

ATTACHMENTS:

1. Change Order #2

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

CHANGE ORDER No. 2

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Fort Worth Civil Constructors

Project: Oak Street Lift Station and Forcemain Phase IV

CHANGE ORDER NO. 2

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

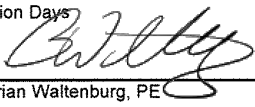
Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
CO2-A	Additional Bypass Pumping	LS	Add	1	\$593,565.03	\$ 593,565.03
TOTAL						\$ 593,565.03

JUSTIFICATION

CO2-A - Provides for additional bypass pumping required to operate the lift station while Eaton replaced a failed electrical component in their new electrical cabinet.

Original Contract	\$ 5,465,406.00
Change Order #1	\$ 84,069.66
Change Order #2	\$ 593,565.03
Revised Contract Price	\$ 6,143,040.69

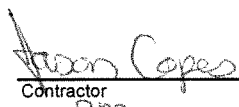
Original Substantial Completion Days	425
Change Order No. 1 Additional Days	447
Revised Substantial Completion Days	872
Original Final Completion Days	455
Change Order No. 1 Additional Days	447
Revised Final Completion Days	902

Recommended
for Approval
Brian Waltenburg, PE
Director of Public Works

6/5/25

Date

Contractor


pm
Contractor Title

Date

6/5/25

Approved

Mayor Cheryl Moore

Date



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

DATE: June 16, 2025
FROM: Theresa Scott, Town Secretary
ITEM: **Consider approval of a resolution updating the method for making written requests for public information.**

BACKGROUND: On November 4, 2019, the Town Council adopted Resolution No. 25-19, which identifies the methods for public information to be requested, and in accordance with Government Code, Section 552.234.

Having an adopted method ensures the Town is complying with the rules of the Public Information Act and the process for submitting a request is clearly defined.

The purpose of this item is to update the URL and email address for requestors to use when submitting Open Records Requests, as the URL changed with the implementation of JustFOIA software, and the email address changed with the transition from [.com](http://www.flowermound.com) to [.gov](http://www.flowermound.gov).

Requestors will continue to have the following options for submitting Open Records Requests:

1. Website: <http://www.flowermound.gov/openrecords>
2. Email: Records@flowermound.gov
3. In person
4. By mail

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Resolution.Updating PIR Submission Methods

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

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

**A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS,
UPDATING THE DESIGNATED METHODS FOR MAKING WRITTEN
REQUESTS FOR PUBLIC INFORMATION; DIRECTING THE TOWN
SECRETARY TO TAKE NECESSARY ACTION; AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, Section 552.234 of the Texas Government Code allows governmental bodies to adopt methods by which requests for public information shall be made; and,

WHEREAS, the Town Council of the Town previously adopted Resolution No. 25-19, which designated methods by which members of the public may submit public information requests; and,

WHEREAS, the Town recently implemented JustFOIA software for public information request management, and the new software integrated with the Town’s website for public information requests; and

WHEREAS, because the new software has changed the URL at which the public may submit public information requests, the Town Council now finds it appropriate and in the best interest of the citizens of the Town to update the methods by which members of the public may submit public information requests;

WHEREAS, the Town also recently transitioned from .com to .gov (records@flower-mound.com to records@flowermound.gov), therefore the email address by which the public may submit public information requests has changed and is also updated as part of this resolution adoption.

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

SECTION 1

All of the above premises are true and correct findings of the Town Council, and they are hereby approved, ratified, and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

Pursuant to Section 552.234 of the Texas Government Code, the Town Council hereby designates the following methods by which requests for public information shall be made:

By Mail or In Person To	Internet	Email
Town Secretary Office 2121 Cross Timbers Rd. Flower Mound, Texas 75028	http://www.flowermound.gov/ openrecords	records@flowermound.gov

SECTION 3

The Town Council hereby directs the Town Secretary, or designee, to take necessary action to ensure compliance with the posting requirements of Section 552.205 of the Texas Government Code.

SECTION 4

This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 16TH DAY OF JUNE, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA J.1. WORK SESSION ITEM

DATE: June 16, 2025
FROM: Julie Taylor, Director of Treasury Operations
ITEM: **Discussion of Stormwater Fee Study.**

BACKGROUND: NewGen Strategies & Solutions (NewGen) has been engaged by the Town to conduct a stormwater cost of service and rate design study which entails an analysis of the Stormwater Utility System's (System) operations and, if needed, recommending alternate rate designs for the Town Council's consideration.

This study will achieve a rate structure that will assure adequate revenue for the System's operations and to ensure the System is operating on a self-supporting basis while considering the economic impact on the Town's customers.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: Discuss and provide staff with direction.



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

DATE: June 16, 2025
FROM: JP Walton, Chief Strategic Officer
ITEM: **Presentation and discussion on the Town's 2025 Legislative Priorities and the results of the 89th Texas State Legislature.**

BACKGROUND: Presentation by the Town's legislative consultant, Brandi Bird with Bird Advocacy & Consulting, on the Town's 2025 Legislative Priorities and the results of the 89th Texas State Legislature. The Town's 2025 Legislative Priorities were first discussed at the May 20, 2024 TC Meeting, followed by discussion at the 2024 Strategic Planning Retreat held on July 18, 2024, resulting in Town Council approving the priorities at the October 7, 2024 TC Meeting. The Town's 2025 Legislative Priorities have guided Town Council, staff, and the Town's consultant throughout the 89th Texas State Legislature. The Town actively engaged representatives throughout the process to protect the Town's community character, preserve individual property rights and privacy, and enhance financial stewardship and flexibility. The Town's consultant will provide a summary of the Town's efforts and discuss the results of the 89th Texas State Legislature.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



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

DATE: June 16, 2025

FROM: Codie Freeman, Planner

ITEM: **Public hearing to consider an ordinance amending the zoning (ZPD25-0001 – Flower Mound High School) to amend Planned Development No. 34 with Single Family Detached Medium Density uses to request certain modifications to Section 94-63 (3) “Parking area trees,” of the Code of Ordinances requiring that each parking space be located within 100 feet of a tree. The property is generally located west of Old Settlers Road and south of Peters Colony Road. (PZ recommended approval by a vote of 6 to 0 at its June 9, 2025, meeting.)**

BACKGROUND:

- Size – Approximately 67.115 acres
- Existing Zoning –Planned Development District-34 (PD-34) with Single Family Detached Medium Density (SFDM) uses
- Modification Request – The applicant is requesting a modification to Section 94-63 of the Town Code so that not all parking spaces in the northwest quadrant of the site have to be within 100 feet of a parking lot tree. Trees would be required as noted on the landscape plan. Per the applicant’s letter of intent, this modification allows band students to practice in the parking lot without any obstacles.
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission moved to recommend approval by a vote of 6 to 0 at its June 9, 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.

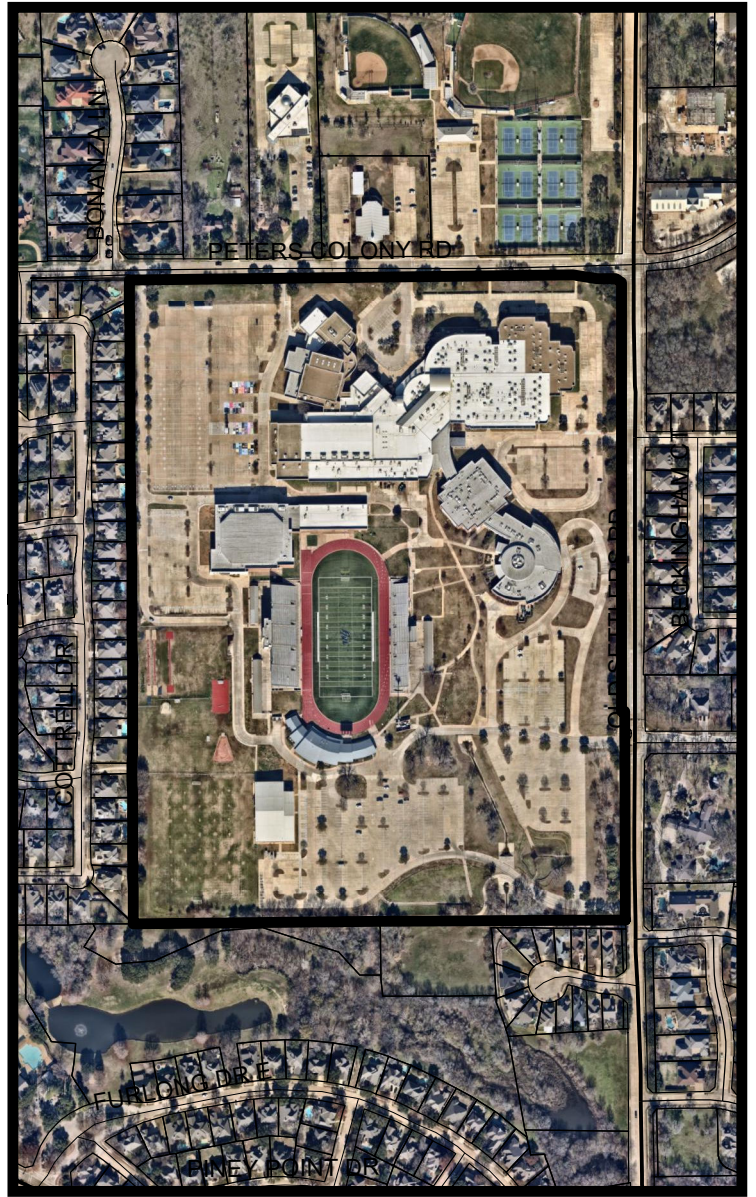
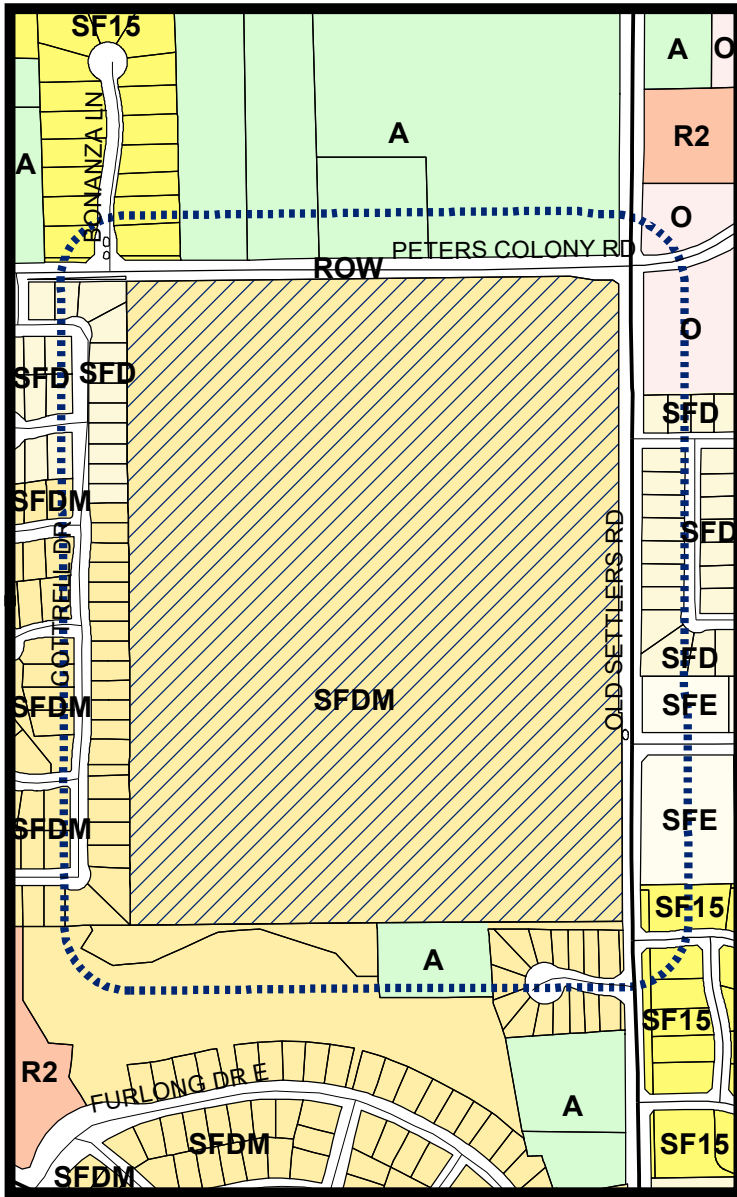
ATTACHMENTS:

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

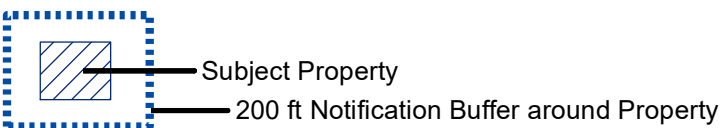
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

ZPD25-0001: Flower Mound High School

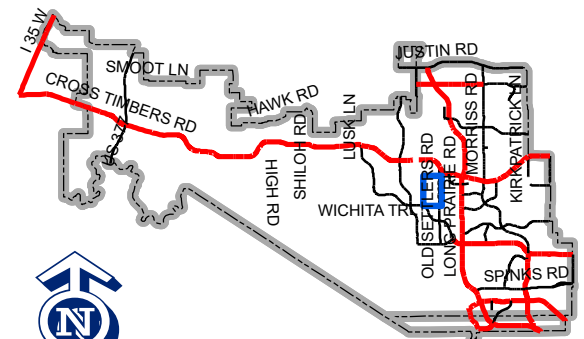


LEGEND

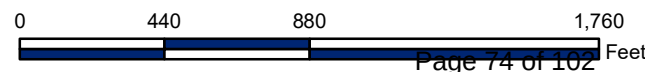


Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flowermound.gov/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location



TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 43-95, AS AMENDED, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 34 (PD-34) ON CERTAIN PROPERTY INCLUDING 67.115 ACRES OF LAND SITUATED IN THE J. BAIRD SURVEY, ABSTRACT NUMBER 72, DENTON COUNTY, TEXAS, AND BEING ALL OF LOT 1AR2, BLOCK A OF THE FLOWER MOUND HIGH SCHOOL ADDITION BY ADOPTING DEVELOPMENT STANDARDS, AN OVERALL SITE PLAN, A CONCEPTUAL SITE PLAN, AND A CONCEPTUAL LANDSCAPE PLAN REFLECTING MODIFIED PARKING AREA TREE STANDARDS IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; 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 municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 67.115 acres of land situated in the J. Baird Survey, Abstract No. 72, Denton County, Texas, being all of Lot 1AR2, Block A of the Flower Mound High School Addition (the “Property”), have filed an application for a Zoning Planned Development Amendment to amend Ordinance No. 43-95, as amended, for Planned Development District No. 34 (PD-34); and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on June 9, 2025, and the Town Council of the Town held a public hearing on June 16, 2025, with respect to the proposed Zoning Planned Development 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 Planned Development Amendment on the Property; and,

WHEREAS, the Town Council finds that the amendment of Ordinance No. 43-95,

as amended, for Planned Development District No. 34 (PD-34) as outlined herein is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

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

Approximately 67.115 acres of land situated in the J. Baird Survey, Abstract No. 72, Denton County, Texas, being all of Lot 1AR2, Block A of the Flower Mound High School Addition.

The Property shall remain located in the Planned Development District No. 34 (PD-34) zoning district and shall remain subject to the regulations contained in Ordinance No. 43-95, as amended, subject to the additional regulations contained herein. Ordinance No. 43-95, as amended, shall otherwise remain in effect on all land in the Planned Development District No. 34 (PD-34) zoning district.

Exhibit "A," "Flower Mound High School Development Standards," attached hereto and incorporated herein, is hereby adopted as the development standards for the above-referenced property.

Exhibit "B," "Overall Site Plan," attached hereto and incorporated herein, is hereby adopted as the overall site plan for the above-referenced property.

Exhibit "C," "Concept Site Plan," attached hereto and incorporated herein, is hereby adopted as the conceptual site plan for the above-referenced property.

Exhibit "D," "Concept Landscape Plan," attached hereto and incorporated herein, is hereby adopted as the conceptual landscape plan for the above-referenced property.

SECTION 2

The use of the Property described above shall be subject to all restrictions, terms, and conditions contained herein and in the exhibits attached hereto, as well as the applicable regulations contained in Ordinance No. 43-95, as amended, for Planned Development District No. 34 (PD-34), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town.

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 when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 4

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

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance or of the concept plan 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 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 16TH DAY OF JUNE, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit “A”

FLOWER MOUND HIGH SCHOOL DEVELOPMENT STANDARDS

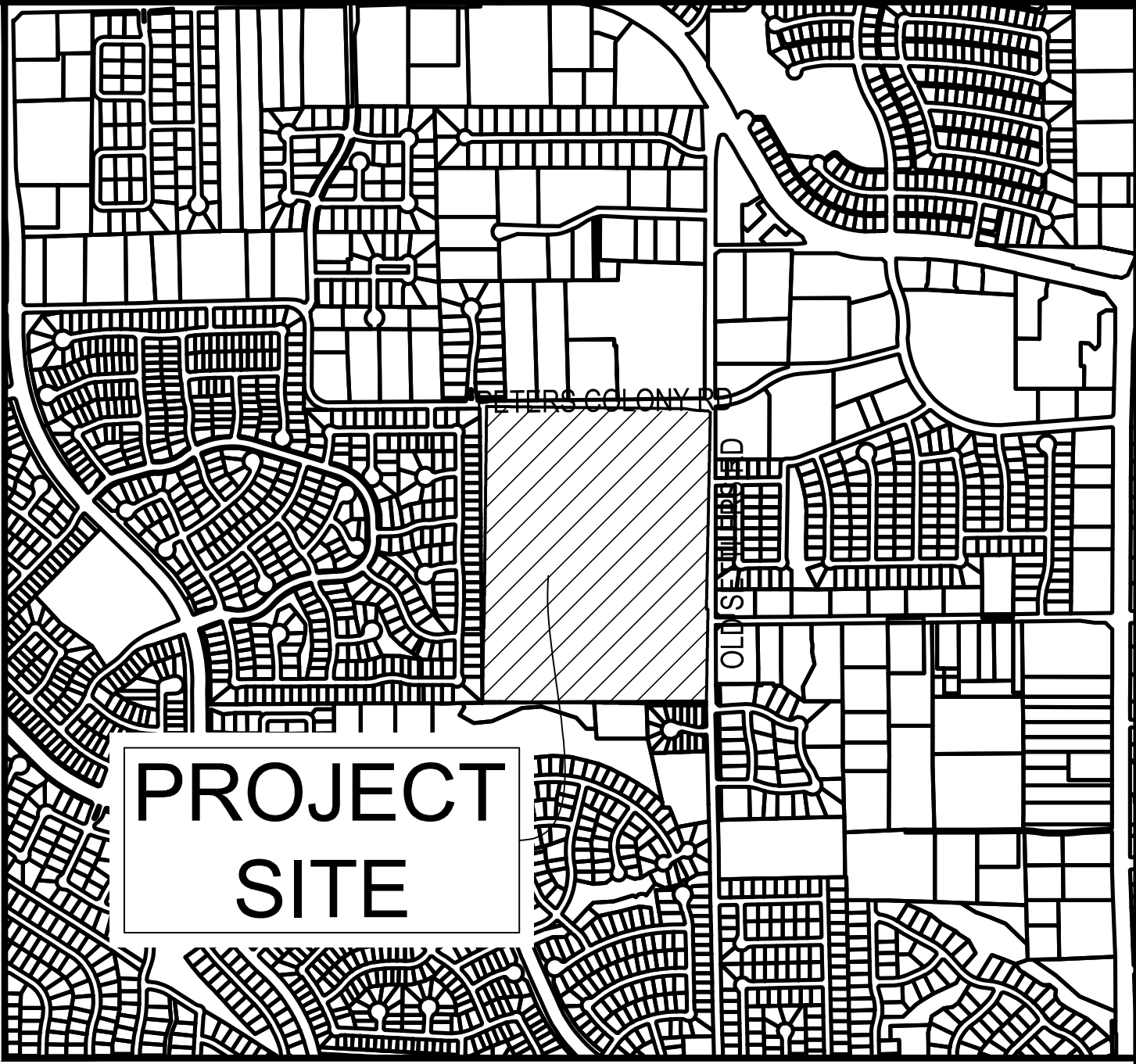
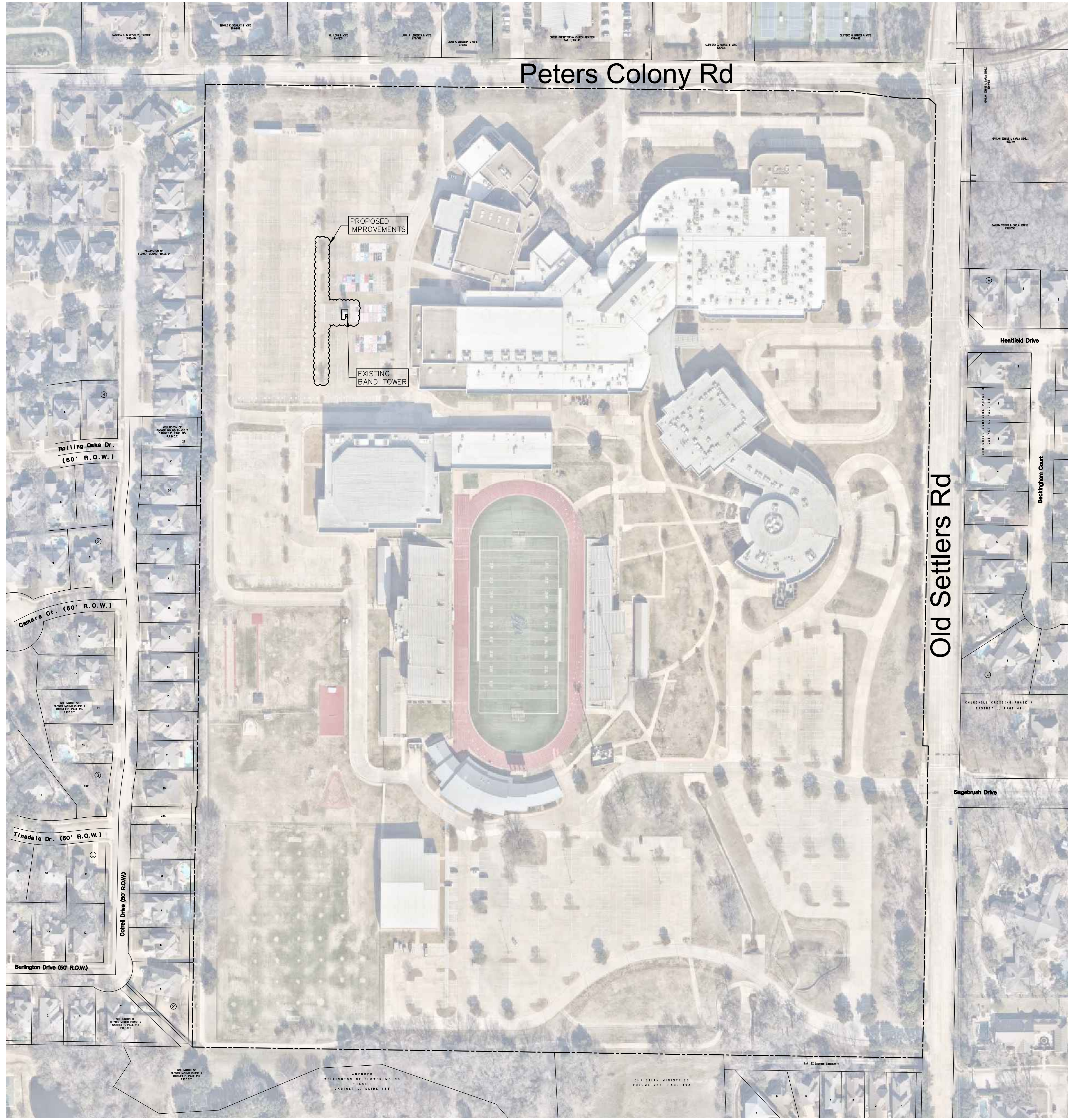
The development on the property comprising approximately 67.115 acres of land, being all of Lot 1AR2, Block A of the Flower Mound High School Addition (the “Property”), within the corporate limits of the Town of Flower Mound, Texas, (the “Town”) shall be in accordance with the Town of Flower Mound Master Plan and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, including the regulations contained in Ordinance No. 43-95, as amended, for Planned Development District No. 34 (PD-34), and shall further be subject to the following conditions and requirements:

A. EXHIBITS. The following exhibits are incorporated into Planned Development District No. 34 (PD-34), applicable only to the Property.

1. Exhibit “A”: Flower Mound High School Development Standards
2. Exhibit “B”: Overall Site Plan
3. Exhibit “C”: Concept Site Plan
4. Exhibit “D”: Concept Landscape Plan

B. ACCESS, PARKING, & LOADING STANDARDS.

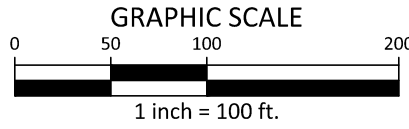
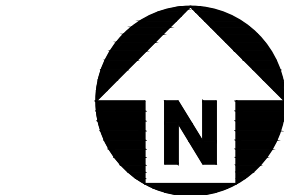
1. Except as otherwise indicated herein and in Exhibits “B,” “C,” and “D,” off-street parking shall be provided as outlined in the Land Development Regulations of the Town of Flower Mound, Texas.
2. Parking areas shall comply with Section 94-63, “Parking Area Trees,” of the Land Development Regulations except as otherwise depicted in Exhibits “B,” “C,” and “D.” The following conditions apply:
 - a. Parking spaces must be within one hundred (100) feet of a tree unless otherwise depicted in Exhibits “B,” “C,” and “D.”
 - b. Trees being removed must be mitigated in other landscape locations as shown on the concept landscape plan.



Vicinity Map 1" = 1000'

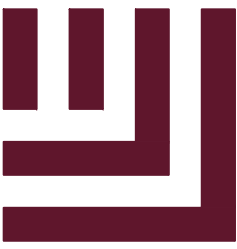
GENERAL NOTES:

1. ALL RETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNAGE REPRESENTED ON THE PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND THAT IT WILL REQUIRE A SEPARATE PERMIT. (IF SIGNAGE IS SHOWN ON PLAN).



SITE DATA TABLE		
PHYSICAL ADDRESS	3411 PETER COLONY ROAD	
GROSS SITE AREA	67.115 AC; 2,923,529 SF	
NET SITE AREA	67.115 AC; 2,921,981 SF	
ZONING	PD-34 WITH SFDM	
CURRENT/PROPOSED USE	INSTITUTIONAL	
LOT COVERAGE DATA		
BUILDING COVERAGE	497,111 SF ; 17.01%	
IMPERVIOUS AREA	1,561,602 SF ; 53.3%	
PERVIOUS AREA	1,360,379 SF ; 46.5%	
PARKING SUMMARY	REQUIRED	PROVIDED
EXISTING SURFACE PARKING	1,869 SPACES	1,869 SPACES
PROPOSED SURFACE PARKING	N/A	8 SPACES
REMOVED SURFACE PARKING	N/A	12 SPACES
TOTAL SURFACE PARKING	N/A	1,865 SPACES
BUILDING DATA		
9TH GRADE CAMPUS – 2 STORY		
PEAK HEIGHT	45'-0"	
MEAN HEIGHT	39'-4"	
TOTAL SQUARE FOOTAGE	114,239 SF	
ARENA – 2 STORY		
PEAK HEIGHT	50' PEAK	
MEAN HEIGHT	49'-4"	
TOTAL SQUARE FOOTAGE	71,121 SF	
PERFORMING ARTS ADDITION – 1 STORY		
PEAK HEIGHT	26'-0"	
MEAN HEIGHT	23'-0"	
TOTAL SQUARE FOOTAGE	7,727 SF	
INDOOR PRACTICE FACILITY – 1 STORY		
PEAK HEIGHT	42'-0"	
MEAN HEIGHT	34'-9"	
TOTAL SQUARE FOOTAGE	19,202 SF	

MASTER PLAN FEATURES	
MASTER PLAN COMPONENT	APPLICABLE DETAILS
LAND USE PLAN	INSTITUTIONAL
AREA PLANS	N/A
URBAN DESIGN PLAN	REQUIRED FOR ANY REDEVELOPMENT
MEDIAN & ROW DESIGN GUIDELINES	PETERS COLONY RD: URBAN COLLECTOR, 60' ROW, 15' LANDSCAPE BUFFER OLD SETTLERS RD: URBAN MINOR ARTERIAL UNDIVIDED, 70' ROW, 15' LANDSCAPE BUFFER
PARKS AND TRAILS	TEXAS YELLOW STAR TRAIL – 8FT
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	PETERS COLONY RD: URBAN COLLECTOR, 60' ROW, 15' LANDSCAPE BUFFER OLD SETTLERS RD: URBAN MINOR ARTERIAL UNDIVIDED, 70' ROW, 15' LANDSCAPE BUFFER
WATER PLAN	LONG PRAIRIE SERVICE AREA: 12" WATERLINE WITHIN BOTH PETER COLONY RD. AND OLD SETTLERS RD.
WASTEWATER PLAN	LONG PRAIRIE SERVICE AREA: 12" SEWER LINE ON PETER COLONY RD. AND 8" SEWER LINE THROUGH DEVELOPMENT
ECONOMIC IMPACT	N/A



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PROJECT DIRECTORY

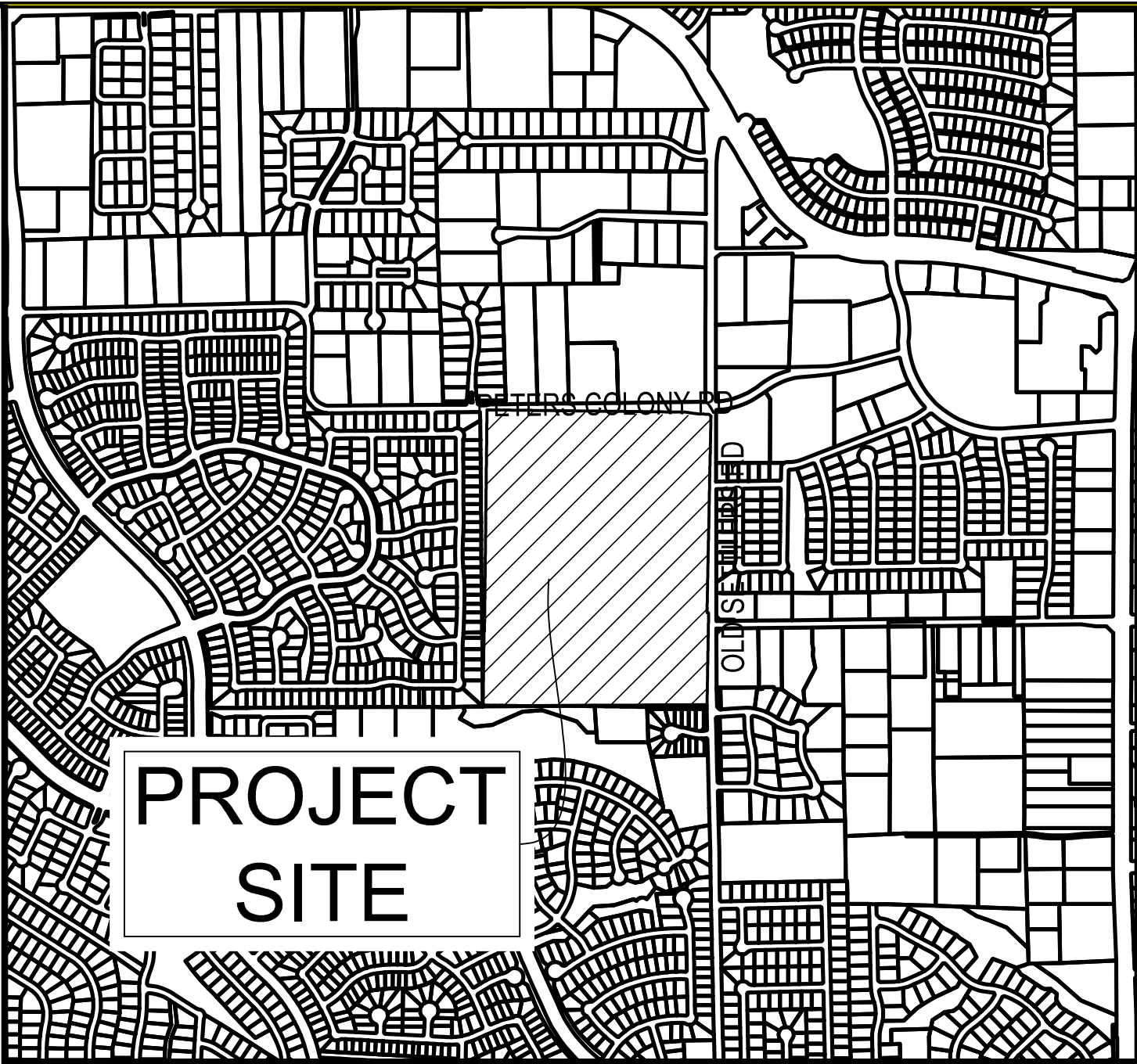
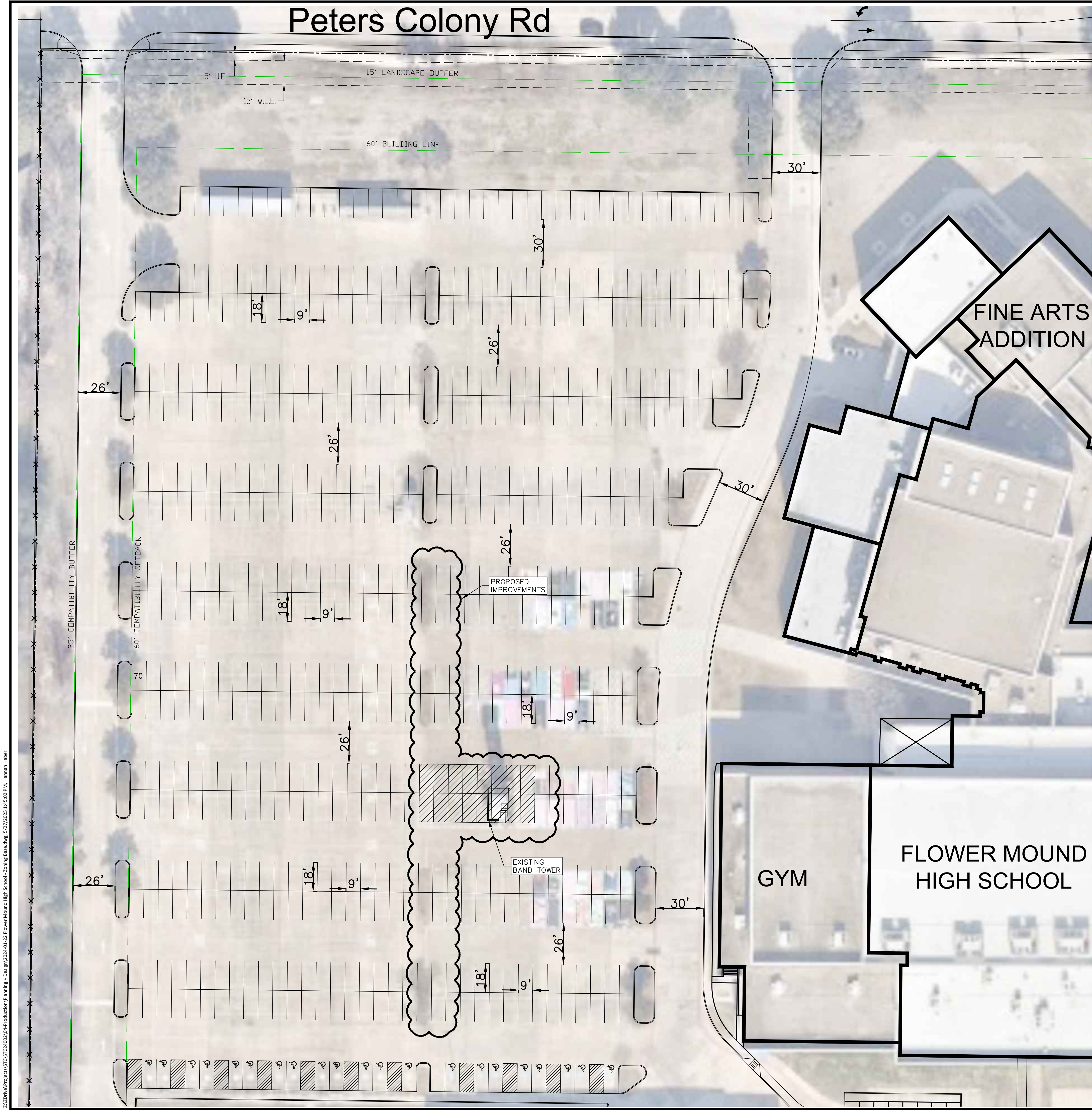
PROPERTY OWNER:
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1597 EDMONDS LN
LEWISVILLE TX 75067
PHONE: 469-948-7832
CONTACT: RANDY FITE

PLANNER:
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4400 STATE HWY. 121, SUITE 800
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972-436-9712
CONTACT: HANNAH HABER

Flower Mound High School
Parking Lot
Overall Site Plan
Lot 1AR2, Block A
Flower Mound High School Addition
67.078 Acres

REVISIONS		
NO.	DATE	DESCRIPTION
1	01/27/2025	1ST SUBMITTAL
2	02/07/2025	2ND SUBMITTAL
3	05/05/2025	3RD SUBMITTAL
4	05/16/2025	4TH SUBMITTAL
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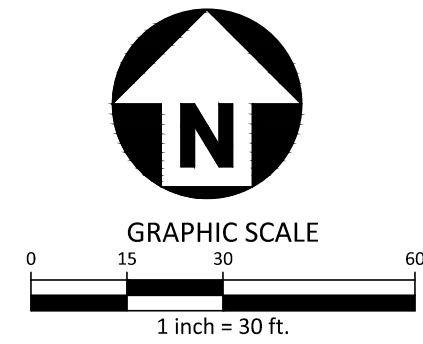
PLAN INFORMATION	
PROJECT NO.	STC24002
FILENAME	2024-01-22 FLOWER MOUND HIGH SCHOOL - ZONING BASE.DWG
CHECKED BY	
DRAWN BY	PF
SCALE	100 SCALE
DATE	05/28/2025
SHEET	



Vicinity Map 1" = 1000'

GENERAL NOTES:

1. ALL RETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
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ECONOMIC IMPACT	N/A



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LEWISVILLE TX 75067
PHONE: 469-948-7832
CONTACT: RANDY FITE

PLANNER:
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Flower Mound High School
Parking Lot
Conceptual Site Plan
Lot 1AR2, Block A
Flower Mound High School Addition
67.078 Acres

REVISIONS

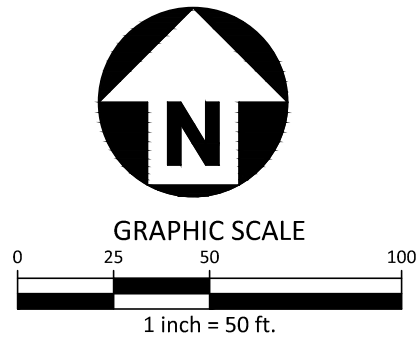
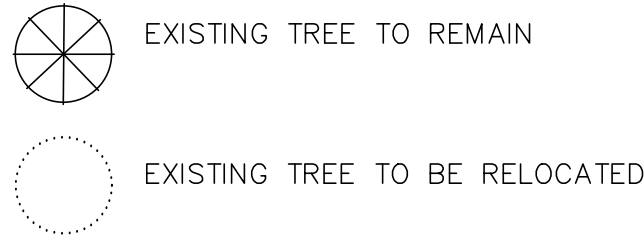
NO.	DATE	DESCRIPTION
1.	01/27/2025	1ST SUBMITTAL
2.	02/07/2025	2ND SUBMITTAL
3.	05/05/2025	3RD SUBMITTAL
4.	05/16/2025	4TH SUBMITTAL
5.	05/28/2025	5TH SUBMITTAL

PLAN INFORMATION

PROJECT NO. STC24002
FILENAME 2024-05-22 FLOWER MOUND HIGH SCHOOL - ZONING BASE DWG
CHECKED BY
DRAWN BY HH
SCALE 30 SCALE
DATE 05/28/2025

SHEET

CSP



LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Flower Mound High School

STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
PETER'S COLONY		15 FT.	15 FT.
OLD SETTLERS		15 FT.	15 FT.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 L.F. - PETERS COLONY	STREET FRONTAGE 1,488 L.F.	50 Trees (3" cal.)	TOTAL TREES = 50
1 per 30 L.F. - OLD SETTLERS	STREET FRONTAGE 1,970 L.F.	66 Trees (3" cal.)	TOTAL TREES = 66
PARKING AREA TREES			
NOTE: ALL PARKING SPACES TO BE LOCATED WITHIN 100 FEET OF SHADE TREE EXCEPT AS DEPICTED IN CONCEPTS PLANS.			
COMPATABILITY BUFFER			
STANDARD	REQUIRED	PROVIDED	
WEST - 1,970 L.F. X 25/800	62 TREES	62 TREES	
SOUTH - 1,494 L.F. X 25/800	47 TREES	TOTAL TREES = 47 TREES	*SOUTH COMPATIBILITY BUFFER IS NOT AFFECTED BY THIS SET'S CHANGES NOR IS IT SHOWN IN THESE PLANS

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CAL	HEIGHT	REMARKS
TREES						
	FRTE	2	FRAXINUS TEXENSIS TEXAS ASH	3" MIN	10' MIN	SINGLE TRUNK
	JUVI	4	JUNIPERUS VIRGINIANA EASTERN REDCEDAR	30 GAL	7' MIN	FULL
	PIEL	6	PINUS ELДАРICA ELДАРICA PINE	30 GAL	7' MIN	FULL
	QUSH	3	QUERCUS SHUMARDII RED OAK	3" MIN	10' MIN	SINGLE TRUNK
	QUVI	7	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	3" MIN	10' MIN	SINGLE TRUNK
	ULPA	4	ULMUS PARVIFOLIA LACEBARK ELM	3" MIN	10' MIN	SINGLE TRUNK
	ULPA-M	5	ULMUS PARVIFOLIA LACEBARK ELM - MITIGATION TREE	6" MIN	16'-18'	EXISTING TREE TO BE RELOCATED. M = MITIGATION TREE
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	REMARKS
GROUND COVERS						
	CYDA	11,657 SF	CYNODON DACTYLON BERMUDAGRASS	SOD		

PARKING AREA LANDSCAPING
TOWN OF FLOWER MOUND
Flower Mound High School

STANDARD	REQUIRED	PROVIDED	
LANDSCAPED AREAS SHALL BE PROVIDED WITHIN OFF-STREET PARKING AREAS AT A MINIMUM RATIO OF 45 SF PER 12 PARKING SPACES	1,865 SPACES/12 PARKING SPACES = 155 155 X 45 6,975 SF	6,975 SF	
ONE TREE SHALL BE PROVIDED FOR EACH 20 PARKING SPACES PROVIDED ON THE SITE	1865 SPACES / 20 = 94 TREES	94 Trees	
ALL PARKING SPACES SHALL BE LOCATED WITHIN 100' OF A TREE THAT IS LOCATED WITHIN THE SAME PARKING AREA, MEASURED FROM THE TRUNK OF THE TREE		Provided except where islands are removed	

NOTE: ALL PARKING SPACES TO BE LOCATED WITHIN 100 FEET OF SHADE TREE EXCEPT AS DEPICTED IN CONCEPTS PLANS.

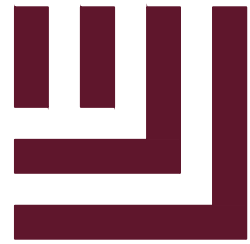
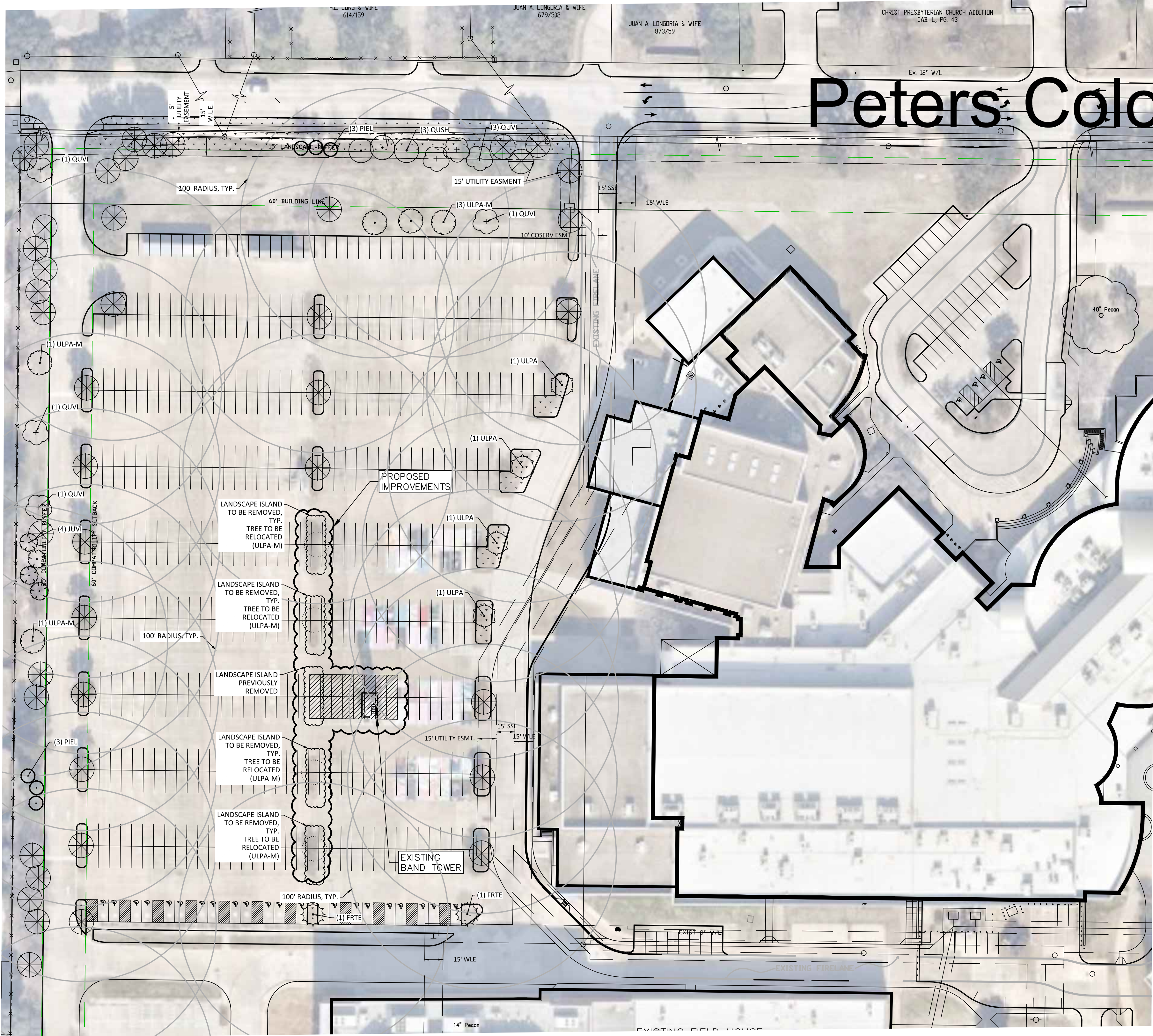
GENERAL NOTES

- THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
- THE PURPOSE OF THIS CONCEPT SITE PLAN IS FOR REMOVAL OF PARKING LOT CURB ISLANDS TO ALLOW FOR ADDITIONAL SPACE FOR THE SCHOOL'S MARCHING BAND.

LANDSCAPE NOTES:

Town of Flower Mound

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



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PROJECT DIRECTORY

PROPERTY OWNER:

LEWISVILLE ISD

1597 EDMONDS LN

LEWISVILLE TX 75067

PHONE: 469-948-7832

CONTACT: RANDY FITE

LANDSCAPE ARCHITECT:

MCADAMS

4400 STATE HWY. 121, SUITE 800

LEWISVILLE, TX 75067

972-436-9712

CONTACT: JAMESON PINSON

Flower Mound High School
Parking Lot
Conceptual Landscape Plan
Lot 1AR2, Block A
Flower Mound High School Addition
67.078 Acres

PRELIMINARY PLANS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

JAMESON E. PINSON, P.E. #2826
DATE: 07/17/2025

REVISIONS

NO.	DATE	DESCRIPTION
1	01/27/2025	1ST SUBMITTAL
2	02/07/2025	2ND SUBMITTAL

PLAN INFORMATION

PROJECT NO.	STC24002
FILENAME	2025-05-27_STC24002-ASP.LS_DWG
CHECKED BY	JP
DRAWN BY	RS
SCALE	50 SCALE
DATE	05/16/2025

SHEET

CONCEPTUAL
LANDSCAPE PLAN
CL5.00

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



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

DATE: June 16, 2025
FROM: John Zagurski, Chief Financial Officer
ITEM: **Consider approval of an ordinance increasing the residential homestead ad valorem (property) tax exemption to 17.5%.**

BACKGROUND: In 2018, the Town Council approved a homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 2.5 percent (2.5%). In 2021, the Town Council approved an increase to the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 5 percent (5%). In 2022, the Town Council approved an increase to the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 10 percent (10%). In 2023, the Town Council approved an increase to the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 12.5 percent (12.5%). In 2024, the Town Council approved an increase to the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 15 percent (15%). A homestead exemption, or any changes to an existing exemption, must be approved by June 30 of each tax year to go into effect the next fiscal year. This item is to increase the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 17.5 percent (17.5%). If approved, the ordinance will become effective beginning with Tax Year 2025/Fiscal Year 2025-2026.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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. Property Tax Exemption Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 62-55, "RESIDENCE HOMESTEAD EXEMPTION," DIVISION 2, "EXEMPTIONS," ARTICLE II, "PROPERTY TAXES," OF CHAPTER 62, "TAXATION", OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY INCREASING THE RESIDENTIAL HOMESTEAD AD VALOREM (PROPERTY) TAX EXEMPTION TO 17.5 PERCENT (17.5%) OF THE APPRAISED VALUE OF THE RESIDENCE HOMESTEAD; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound 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, Section 11.13(n) of the Texas Tax Code authorizes the Town Council of the Town of Flower Mound, Texas ("Town Council") to adopt an exemption from taxation of a portion of the appraised value of an individual's residence homestead; and,

WHEREAS, the Town Council has previously adopted an exemption under Texas Tax Code Section 11.13(n) in the amount of fifteen percent (15%); and,

WHEREAS, the Town Council finds that it is in the public interest to change this exemption to 17.5 percent (17.5%) so that the tax rate calculations can be properly calculated with the increased amount; and,

WHEREAS, the Town Council has investigated and determined that it would be advantageous and beneficial to the Town of Flower Mound and its citizens to adopt and increase the residential homestead ad valorem (property) tax exemption in accordance with Section 11.13(n) of the Texas Tax Code, as set forth below.

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

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

Section 62-55 "Residence Homestead Exemption," Division 2, "Exemptions," Article II, "Property Taxes," of Chapter 62 "Taxation," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

"Sec. 62-55. - Residence homestead exemption.

In addition to any other exemption provided by Texas law or Flower Mound ordinance, the owner of a residence homestead shall be entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of Five Thousand Dollars (\$5,000.00) or 17.5 percent (17.5%) of the appraised value of the residence homestead, subject to the limitations set forth in Texas law, including Section 11.13(n) of the Texas Tax Code, as it exists or may be amended. The exemption shall be granted to any such residential homestead and the improvements qualifying for same, as provided by law."

SECTION 3

The exemption set forth in Section 2 of this Ordinance shall become effective beginning with the 2025 tax year, and shall remain effective for each successive tax year until otherwise amended or repealed by the Town Council or other appropriate authority.

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent prosecution from being commenced for any violation occurring prior to the repeal of the ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 5

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6

This Ordinance shall become effective immediately upon its passage.

ORDINANCE NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 16TH DAY OF
JUNE, 2025. APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: June 16, 2025

FROM: John Zagurski, Chief Financial Officer

ITEM: Consider approval of an Ordinance amending The Town's Budget for the Fiscal Year Beginning On October 1, 2024, And Ending On September 30, 2025, as adopted by Ordinance No. 40-24 and amended By Ordinance No. 04-25, and adopted by Resolution No. 14-24 for Fire District And Resolution No. 15-24 and amended by Resolution No. 04-25 for Crime District, by providing for adjustments to the General Fund, Utility Fund, Street Maintenance Sales Tax Fund, 4B Parks Sales Tax Fund, Crime District Sales Tax Fund, Fire District Sales Tax Fund, And Technology Replacement Fund.

BACKGROUND: The attached budget amendment represents the second proposed adjustment of the FY 2024-2025 Annual Budget. Section 9.14 of the Town Charter states, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment funds one-time expenditures offset by one-time revenues budgeted conservatively at the beginning of the year. Amending the budget this way brings forward further budget items, which narrows the focus of next year's budget while preserving fund balance. Below is a list of expense increases by department included in this budget amendment:

- Human Resources (\$75,000)
- Information Technology (\$394,000)
- Fire (\$89,000)
- Library (\$42,500)
- Parks & Recreation (\$205,000)
- Police (\$72,500)
- Public Works (\$147,100)

The following revenue increases offset the above expenses:

- Sales Tax (\$780,000)
- Interest Income (\$433,500)

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: Ongoing expenses for software projects will be included in the FY 25-26 Proposed Budget as non-discretionary packages.

Proposed Revenue:	Account Number(s):
\$ 790,600	Fund 100 General Fund
32,900	Fund 200 Utility Fund
97,500	Fund 316 Street Maintenance Sales Tax Fund
97,500	Fund 317 4B Parks Sales Tax Fund
370,000	Fund 567 Technology Replacement Fund
<u>\$ 1,388,500</u>	
Proposed Expenditure:	Account Number(s):
\$ 775,600	Fund 100 General Fund
32,900	Fund 200 Utility Fund
74,100	Fund 316 Street Maintenance Sales Tax Fund
370,000	Fund 567 Technology Replacement Fund
<u>\$ 1,252,600</u>	
Proposed Revenue:	Account Number(s):
\$ 97,500	Fund 318 Crime District- Sales Tax
<u>\$ 97,500</u>	
Proposed Expenditure:	Account Number(s):
\$ 38,500	Fund 318 Crime District- Sales Tax
<u>\$ 38,500</u>	
Proposed Revenue:	Account Number(s):
\$ 97,500	Fund 319 Fire District- Sales Tax
<u>\$ 97,500</u>	
Proposed Expenditure:	Account Number(s):
\$ 89,000	Fund 319 Fire District- Sales Tax
<u>\$ 89,000</u>	

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

ATTACHMENTS:

1. Attachment 1- Ordinance- Budget Amendment-2nd FY 24-25

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025, AS ADOPTED BY ORDINANCE NO. 40-24 AND AMENDED BY ORDINANCE NO. 04-25, AND ADOPTED BY RESOLUTION 14-24 FOR FIRE DISTRICT AND RESOLUTION 15-24 AND AMENDED BY RESOLUTION 04-25 FOR CRIME DISTRICT, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, STREET MAINTENANCE SALES TAX FUND, 4B PARKS SALES TAX FUND, CRIME DISTRICT SALES TAX FUND, FIRE DISTRICT SALES TAX FUND, AND TECHNOLOGY REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 40-24 on September 16, 2024 and amended by Ordinance No. 04-25; and,

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Crime Control and Prevention District ("Crime District") adopted the Crime District budget by Resolution No. 15-24 on September 16, 2024 and amended by Resolution No. 04-25; and,

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District ("Fire District") adopted the Fire District budget by Resolution No. 14-24 on September 16, 2024; and,

WHEREAS, after approval of said Annual Budget, Crime District Budget, and Fire District Budget, unexpected needs have arisen which require amendment of those budgets; and,

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025, as heretofore adopted by Ordinance No. 40-24, is hereby amended to provide for adjustments to the **General Fund, Utility Fund, Street Maintenance Sales Tax Fund, 4B Parks Sales Tax Fund, Crime District Fund, Fire District Fund, and Technology Replacement Fund**, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 16th DAY OF JUNE,
2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2024-2025**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, revenues will increase by \$790,600 for additional sales tax and investment income, from \$95,444,111 to \$96,234,711. Expenditures will increase by \$775,600 from \$96,669,777 to \$97,445,377 for one-time purchases for department needs utilizing the identified increase in revenues.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 79,070,733	79,070,733	\$ 79,460,733	\$ 390,000
Charges for services	5,347,954	5,347,954	5,347,954	-
Licenses and permits	1,927,490	1,927,490	1,927,490	-
Fines and forfeits	1,136,560	1,136,560	1,136,560	-
Investment Earnings	500,000	500,000	900,600	400,600
Intergovernmental Revenue	2,994,615	2,994,615	2,994,615	-
Interfund Transfer	3,952,259	3,952,259	3,952,259	-
Other revenue	514,500	514,500	514,500	-
Total	\$ 95,444,111	\$ 95,444,111	\$ 96,234,711	\$ 790,600
Expenditures:				
Town Manager's Office	\$ 3,152,145	\$ 3,152,145	\$ 3,152,145	\$ -
Town Secretary's Office	619,770	619,770	619,770	-
Development Services	3,033,995	3,033,995	3,033,995	-
Parks and Recreation Services	12,345,845	12,345,845	12,550,845	205,000
Library Services	2,511,815	2,511,815	2,554,315	42,500
Police Services	22,678,563	22,740,204	22,774,204	34,000
Financial Services	5,218,715	5,218,715	5,218,715	-
Administrative Services	7,607,200	8,649,473	8,733,473	84,000
Fire and Emergency Services	25,043,327	25,093,901	25,093,901	-
Communications	964,850	964,850	964,850	-
Non-Departmental Services	4,561,490	4,561,910	4,931,910	370,000
Public Works	5,878,415	5,878,415	5,918,515	40,100
Environmental Services	1,898,740	1,898,740	1,898,740	-
Total	\$ 95,514,870	\$ 96,669,777	\$ 97,445,377	\$ 775,600

REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:

In the Utility Fund, revenues will increase by \$32,900 for additional investment income. Expenditures will increase by \$32,900, from \$59,457,412 to \$59,490,312.

Expenditures will increase by \$32,900 to for one-time department needs utilizing the identified increase in revenues.

Utility Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Charges for services	\$ 60,179,541	\$ 60,179,541	\$ 60,179,541	\$ -
Investment Earnings	350,000	350,000	382,900	32,900
Other revenue	240,000	240,000	240,000	-
Total	\$ 60,769,541	\$ 60,769,541	\$ 60,802,441	\$ 32,900
Expenditures:				
Financial Services	\$ 2,530,585	\$ 2,530,585	\$ 2,530,585	\$ -
Non-Departmental Services	14,187,492	14,187,492	14,187,492	-
Public Works	42,622,541	42,739,335	42,772,235	32,900
Total	\$ 59,340,618	\$ 59,457,412	\$ 59,490,312	\$ 32,900

REASON FOR ADJUSTING THE CRIME DISTRICT SALES TAX FUND APPROPRIATION:

In the Crime District Fund, revenues will increase by \$97,500 for additional sales tax revenue.

Expenditures will increase by \$38,500 from \$5,623,336 to \$5,661,836 for one-time purchases for department needs utilizing the identified increase in revenues.

Crime District- Sales Tax	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 4,879,545	4,879,545	\$ 4,977,045	\$ 97,500
Investment Earnings	30,000	30,000	30,000	-
Total	\$ 4,909,545	\$ 4,909,545	\$ 5,007,045	\$ 97,500
Expenditures:				
Police Services	\$ 5,381,945	\$ 5,623,336	\$ 5,661,836	\$ 38,500
Total	\$ 5,381,945	\$ 5,623,336	\$ 5,661,836	\$ 38,500

REASON FOR ADJUSTING THE FIRE DISTRICT SALES TAX FUND APPROPRIATION:

In the Fire District Fund, revenues will increase by \$97,500 for additional sales tax revenue.

Expenditures will increase by \$89,000 from \$5,653,282 to \$5,742,282 for one-time purchases for department needs utilizing the identified increase in revenues.

Fire District- Sales Tax	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 4,879,545	4,879,545	\$ 4,977,045	\$ 97,500
Investment Earnings	20,000	20,000	20,000	-
Total	\$ 4,899,545	\$ 4,899,545	\$ 4,997,045	\$ 97,500
Expenditures:				
Fire and Emergency Services	\$ 5,653,282	\$ 5,653,282	\$ 5,742,282	\$ 89,000
Total	\$ 5,653,282	\$ 5,653,282	\$ 5,742,282	\$ 89,000

REASON FOR ADJUSTING THE STREET MAINTENANCE SALES TAX FUND APPROPRIATION:

In the Street Maintenance Sales Tax Fund, revenues will increase by \$97,500 for additional sales tax revenue.

Expenditures will increase by \$74,100 from \$21,511,788 to \$21,585,888 for one-time purchases for department needs utilizing the identified increase in revenues.

Street Maintenance - Sales Tax	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 4,930,820	4,930,820	\$ 5,028,320	\$ 97,500
Investment Earnings	300,000	300,000	300,000	-
Total	\$ 5,230,820	\$ 5,230,820	\$ 5,328,320	\$ 97,500
Expenditures:				
Street Maintenance	\$21,511,788	\$ 21,511,788	\$ 21,585,888	\$ 74,100
Total	\$21,511,788	\$ 21,511,788	\$ 21,585,888	\$ 74,100

REASON FOR ADJUSTING THE 4B PARKS SALES TAX FUND APPROPRIATION:

In the 4B Parks Sales Tax Fund, revenues will increase by \$97,500 for additional sales tax revenue.

Parks 4B - Sales Tax	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 4,930,820	4,930,820	\$ 5,028,320	\$ 97,500
Investment Earnings	150,000	150,000	150,000	-
Total	\$ 5,080,820	\$ 5,080,820	\$ 5,178,320	\$ 97,500
Expenditures:				
Park Expenditures	\$ 6,343,775	\$ 6,343,775	\$ 6,343,775	\$ -
Total	\$ 6,343,775	\$ 6,343,775	\$ 6,343,775	\$ -

REASON FOR ADJUSTING THE TECHNOLOGY REPLACEMENT FUND APPROPRIATION:

In the Technology Replacement Fund, revenue will increase by \$370,000 for interfund transfers to cover the additional expense needs. Expenditures will increase by \$370,000 from \$497,247 to \$867,247 to account for recurring budget items that were overlooked during the initial budget process.

Technology Replacement Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Investment Earnings	\$ -	\$ -	\$ -	\$ -
Interfund Transfer	620,250	620,250	990,250	370,000
Total	\$ 620,250	\$ 620,250	\$ 990,250	\$ 370,000
Expenditures:				
Information Technology	\$ 489,800	\$ 497,247	\$ 867,247	\$ 370,000
Total	\$ 489,800	\$ 497,247	\$ 867,247	\$ 370,000



TOWN COUNCIL AGENDA L.1. BOARDS/COMMISSIONS

DATE: June 16, 2025
FROM: Theresa Scott, Town Secretary
ITEM: **Consider approval of a resolution casting the vote of the Town of Flower Mound, Texas, for the election of the Denco Area 9-1-1 District Board of Managers.**

BACKGROUND: Denco Area 9-1-1 has submitted a slate of candidates for the District Board of Managers to be voted on by participating municipal jurisdictions.

The Denco Area 9-1-1 District requests that each municipality vote for either John Smith or Steve Southwell and advise the district of its selection by 5 p.m. on July 31, 2025. The individual with the most votes will serve a two-year term beginning October 1, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Take no action and allow other municipalities to participate in the selection process.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Denco Voting Packet
2. Draft Resolution

DRAFT MOTION: Move to cast a vote for _____ (John Smith or Steve Southwell) to serve on the Denco Area 9-1-1 District Board of Managers.



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Greg Ballentine, Executive Director

DATE: June 2, 2025

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On April 1, 2025, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2025. Denco received the following nominations by the May 30, 2025 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
John Smith, Jr.	City of The Colony Town of Hickory Creek Town of Shady Shores
Steve Southwell	City of Lewisville
Sue Tejml	City of Oak Point Town of Copper Canyon

Sue Tejml has withdrawn from consideration due to mobility challenges and requests that her name be removed from the ballot.

The Denco Area 9-1-1 District requests that each municipality vote for either John Smith or Steve Southwell and advise the district of its selection by **5 p.m. on July 31, 2025**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. We have provided candidate resumes and a list of current Denco board members.

Please send a copy of your council's official action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

Contact

john.smith@hickorycreek-tx.gov

www.linkedin.com/in/jmsmithjr
(LinkedIn)

Top Skills

Strategic Planning

Proven Leadership

Community Partnership
Development

John M. Smith Jr

Town Manager | Executive Director of Economic Development Corporation
Hickory Creek, TX

Public Service Experience

Town of Hickory Creek

- Town Manager May 2015 - Present
- Executive Director of Economic Development Corporation May 2015 – Present
- Mayor 2006-2015
- Councilmember 2002-2006

Professional Experience

- Peterbilt Motors
- Home Interior and Gifts
- United Parcel Service

Certifications

- Certified Public Manager
- Code Enforcement Officer
- Stormwater Inspector

Community Involvement

- Lake Dallas Independent School District Educational Improvement Committee.
- North Central Texas Economic Development District Board.
- Boy Scouts of America – Eagle Scout

Education

Dallas Baptist University, Bachelor of Science

Steve Southwell

Principal Consultant | Civic Leader | U.S. Marine Corps Veteran

Contact: steve@lewisvilleparkalliance.org 214-280-6439 -

995 Downey Dr., Lewisville TX 75067

Stephen "Steve" Southwell is a Principal Consultant with Progress Software Corporation, where he brings over 25 years of experience specializing in secure, transactional online database systems. His career has focused on designing and maintaining systems that are highly reliable, scalable, and resilient — with particular emphasis on performance, maintainability, and, above all, security. He has supported critical IT infrastructure for clients across sectors such as telecommunications, healthcare, insurance, manufacturing, and financial services.



Steve began his career in 1996 as a software developer working with the Progress (now OpenEdge) platform and has grown into a trusted technical advisor, contributing to open-source projects and leading modernization initiatives. With more than two decades of continuous service through the evolution of firms like Turnaround Computing, BravePoint, and Thomson Reuters, Steve's expertise lies in building systems that organizations depend on when precision and uptime are non-negotiable.

A Lewisville resident since 1999, Steve has a long record of local public service. He has been appointed to numerous city boards, including the Arts Advisory Board, Oil and Gas Advisory Board (Chairman), Vision 2025 Committee, and three terms on the Charter Review Commission. He served on the Blue Ribbon Bond Committee, which received the 2024 Spirit of Lewisville Award for its work on major city investment initiatives.

His civic engagement also includes education and neighborhood advocacy. Steve served on several Lewisville ISD committees, including the Strategic Design Committee, and was a board member of the Central Park Area Neighbors Association, helping negotiate mineral rights for hundreds of households. From 2015 to 2018, he published the *Lewisville Texan Journal*, an award-winning newspaper focused on civic transparency and local accountability.

Steve holds a Bachelor of Business Administration from the University of North Texas and served in the U.S. Marine Corps Reserve from 1989 to 1995, attaining the rank of Sergeant as a tank mechanic. He is a graduate of the Lewisville Citizen Police and Citizen Fire Academies and currently serves as treasurer on the board of Lewisville Park Alliance, a nonprofit that supports the city's park system and provides educational and recreational access to local youth. He also volunteers with Keep Lewisville Beautiful, where his wife Jennifer is a board member.

A firm believer in servant leadership, Steve values transparent, accountable, and fiscally responsible government. He promotes a nonpartisan, cooperative approach to civic leadership, where differing viewpoints are welcomed and unified under shared goals.

Steve and his wife of 30 years, Jennifer, raised their two sons in Lewisville. In his free time, he enjoys amateur radio, motorcycles, and walking the city's trail system. He plays cornet in the Old Town Brass community band.

Denco Area 9-1-1 District Board of Managers FY2025

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2025
- Former Mayor of Highland Village
- Businessman, Highland Village

Sue Tejml, Vice Chair

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2025
- Former Mayor of Copper Canyon
- Attorney at Law, Copper Canyon

Jim Carter, Secretary

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2026
- Former President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2026
- Businessman, Denton

Chief Eric Schlotter

- Appointed by the Denton County Fire Chiefs Association
- Member since October 2024
- Term expires September 2025
- Fire Chief, City of Aubrey

All voting members serve two-year terms and are eligible for re-appointment.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. __-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CASTING THE TOWN OF FLOWER MOUND'S VOTE FOR THE ELECTION OF THE Denco AREA 9-1-1 DISTRICT BOARD OF MANAGERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Denco 9-1-1 serves nearly 800,000 people in 33 jurisdictions throughout North Texas, including:

- | | | |
|------------------|----------------------|------------------------|
| 1. Argyle | 13. Hebron | 25. Pilot Point |
| 2. Aubrey | 14. Hickory Creek | 26. Ponder |
| 3. Bartonville | 15. Highland Village | 27. Providence Village |
| 4. Copper Canyon | 16. Justin | 28. Roanoke |
| 5. Corinth | 17. Krugerville | 29. Sanger |
| 6. Corral City | 18. Krum | 30. Shady Shores |
| 7. Cross Roads | 19. Lake Dallas | 31. The Colony |
| 8. Denton | 20. Lakewood Village | 32. Trophy Club |
| 9. Dish | 21. Lewisville | 33. Unincorporated |
| 10. Double Oak | 22. Little Elm | Denton County |
| 11. Flower Mound | 23. Northlake | |
| 12. Hackberry | 24. Oak Point | |

WHEREAS, the Board of Managers (Board) serves as the governing body for the Denco Area 9-1-1 District and in accordance with the Emergency Telephone Number Act, manages and controls the District, and appoints the executive director of the District; and,

WHEREAS, the county, participating cities, and the Denton County Fire Chiefs Association appoint members to the board. Members serve staggered two-year terms and are eligible for reappointment; and

WHEREAS, it is the desire of the Town Council of the Town of Flower Mound, Texas, to cast the Town's vote towards the selection of the Board of Managers for the Denco Area 9-1-1 District.

NOW, THEREFORE, BE IT RESOLVED 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 of Flower Mound and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town Council hereby casts the vote of the Town of Flower Mound, Texas, to:
_____ in the election of the Board of Managers for the Denco Area 9-1-1 District.

SECTION 3

This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER
MOUND, TEXAS BY A VOTE OF ____ TO ____ ON THE 16TH DAY OF JUNE, 2025.**

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY