

Town Council Regular Meeting



October 6, 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. PLEDGES

D. PRESENTATION(S)

1. Fire Prevention Week
2. Substance Use & Misuse Prevention Month

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

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

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. October 16 - Work Session
2. October 20 - Regular Meeting
3. October 20 - TIRZ #2 Board meeting at 5:00 p.m.

J. CONSENT ITEM(S)

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

1. Minutes - 9/15 - Consider approval of the minutes from the regular meeting held on September 15, 2025.
2. Minutes - 9/16 - Consider approval of the minutes from the work session held on September 16, 2025.
3. Minutes - 9/18 - Consider approval of the minutes from the work session held on September 18, 2025.
4. Stormwater Utility System Fee - Consider approval of an ordinance amending Article X, "Municipal Stormwater Utility System," of Chapter 70, "Utilities," of the code of ordinances, Town of Flower Mound, Texas, by revising provisions pertaining to Stormwater Utility System fees and providing for appeals of fee determinations; amending Appendix A, "Fee Schedule," to revise the methods for calculating Stormwater Utility system fees; and providing an effective date.
5. Leonard and Helen Johns Park - Design Contract - Consider approval of a Professional Services Agreement with MHS Planning & Design, LLC., for the design services associated with the Leonard and Helen Johns Community Park project, in the amount of \$657,800.00; and authorization for the Mayor to execute same on behalf of the Town.
6. Sanitary Sewer Manhole Rehabilitation Ph. I - PCA Proposal - Consider approval of sanitary sewer manhole lining and rehabilitation services related to the Sanitary Sewer Manhole Rehabilitation Ph. I project, to Infrastructure Rehabilitation USA, Inc., utilizing The Local Government Purchasing Cooperative Contract PCA OD-406-24 "Cured-in-Place (CIP)

- Rehabilitation for Vertical Structures", administered through the Purchasing Cooperative of America, in the amount of \$389,450.00.
7. Denial of Oncor Requested Rate Increase - Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company's requested rate increase.
 8. Capital Improvements Advisory Committee - Ordinance - Consider approval of an ordinance revising the organization of the Capital Improvements Advisory Committee (CIAC) pursuant to recent amendments to Chapter 395, Texas Local Government Code.
 9. Interlocal Agreement - Library Services (County) \$73,200 - Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services benefiting the citizens of Denton County, and authorize the Mayor to execute the agreement on behalf of the Town. The agreement includes the receipt of \$73,200 in funding from Denton County to support the provision of these services.
 10. Esri Software License Agreement Renewal - Consider the approval of a three-year Professional Service Agreement renewal with Esri in the amount of \$60,300.00/yr; and authorization for the Mayor to execute the same on behalf of the Town.
 11. Council Chambers A/V Upgrades - Consider approval of the purchase and installation of audio/visual (A/V) upgrades for Jody Smith Hall from Forte through The Interlocal Purchasing System (TIPS) in the amount of \$321,245.60.
 12. 2026 Taste of Flower Mound Event - Beer/Wine Request - Consider approval for the sale and consumption of alcoholic beverages (beer and wine) at the Flower Mound Public library during 2026 Taste of Flower Mound event (a fundraiser for the Friends of the Library organization). The event is scheduled for Friday, February 6, 2026, from 6:00 p.m. to 8:00 p.m., during hours when the Library is closed to the public.

K. REGULAR ITEM(S)

1. Performing Arts Center Pre-Design Phase Services - Consider approval of the Standard Form Master Agreement Between Owner and Architect (AIA Document B121-2018) and Service Order 1.1 (AIA Document B221-2018) from Hoefer Welker, LLC to perform Architectural and Engineering pre-design phase services for the Flower Mound Performing Arts Center, in the amount of \$583,500.00; and authorization for the Mayor to execute same on behalf of the Town.
2. Reimbursement Resolution - Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt in the amount of \$79,325,000.00 and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.
3. Dangerous Dog Ordinance - Consider approval of an ordinance amending Article V, Dangerous Animals, of Chapter 6, Animals, of the Town of Flower Mound's Code of Ordinances, relating to the Dangerous Dog Ordinance.
4. MPA23-0002 - Lakeside DFW / Lakeside East - Public Hearing to consider an ordinance for a Master Plan Amendment (MPA23-0002 – Lakeside DFW /

- Lakeside East) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation from Lakeside Business District Area Plan with Campus Commercial uses to Mixed Use. The property is generally located east of Long Prairie Road and between Spinks Road and Lakeside Parkway. (PZ recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting.)
5. MU23-0001 - Lakeside DFW / Lakeside East - Public Hearing to consider an ordinance amending the zoning (MU23-0001 – Lakeside DFW / Lakeside East) from Planned Development District No. 38 (PD-38) with Commercial District-2 (C-2) uses and Planned Development District No. 39 (PD-39) with Commercial-2 District (C-2) uses to Mixed Use District-1 (MU-1) for Lakeside DFW, and to amend Mixed Use District-1 (MU-1) standards to include conceptual plans and development standards for Lakeside East, to modify Lakeside DFW development standards to transfer unutilized residential density from the MU-C(1), MU-C(4), and MU-N(1) subzones to the proposed MU-N(2) subzone, and to request certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located east and west of Long Prairie Road and north and south of Lakeside Parkway. (PZ recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting.)
 6. FM 2499 Retail Venture Chapter 380 Agreement - Public Hearing to consider approval of a Chapter 380 Agreement with FM 2499 Retail Venture, LP for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.
 7. SSP25-0003 - Brookview Phase 1A - Consider a request for a Subdivision Site Plan (SSP25-0003 - Brookview Phase 1A) to create a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of Canyon Falls Drive. (PZ recommended approval by a vote of 7 to 0 at its September 22, 2025, meeting.)
 8. RP25-0006 - Flower Mound Family Farmhouse Addition Lots 1R & 2R, Block A - Public Hearing to consider a request for a Replat (RP25-0006 – FM Family Farmhouse Addition, 1R & 2R, Block A) to relocate lot lines between two residential lots with an exception to lot depth pursuant to Section 90-272(a), of the Code of Ordinances. The property is generally located north of Sentinel Oak Road and west of Simmons Road. (PZ recommended approval by a vote of 7 to 0 at its September 22, 2025, meeting.)

L. BOARDS/COMMISSIONS

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

1. TIRZ #2 - Discuss and consider approval of a resolution appointing members to the Tax Increment Reinvestment Zone Two (TIRZ #2).

2. CIAC - Discuss and consider approval of a resolution appointing members to the Capital Improvements Advisory Committee (CIAC).

M. WORK SESSION ITEM

1. Value of Municipal Services

N. 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. **Section 551.071: Consultation with Town Attorney**
 - a. Case No. 4:25-cv-00244 Rembert, et al v. Town of Flower Mound
2. **Section 551.072: Deliberation Regarding Real Property**

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. **Section 551.074: Personnel Matters**

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. **Section 551.087: Deliberation Regarding Economic Development Negotiations**

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.

O. RECONVENE

P. ADJOURN

I do hereby certify that the notice of above meeting for the Town of Flower Mound was posted at Town Hall, Town of Flower Mound, Texas, and on the Town's website in compliance with Chapter 551, Texas Government Code on September 30, 2025, by 5:00 p.m.

Traci Henderson, 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.

In accordance with section 551.043 of the Texas Government Code, the Taxpayer Impact Statement can be viewed by clicking [HERE](#).

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

Fire Prevention Week 2025

2025 Proclamation Template

WHEREAS, The Town of Flower Mound is committed to ensuring the safety and security of all those living in Flower Mound and visiting ; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

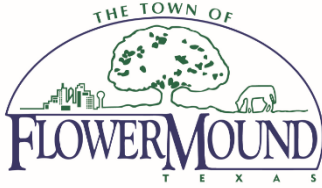
WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, Flower Mound first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2025 Fire Prevention Week™ theme, “Charge into Fire Safety™: Lithium-Ion Batteries in Your Home,” serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

THEREFORE, I, Cheryl Moore, Mayor, do hereby proclaim October 5–11, 2025, as Fire Prevention Week throughout The Town of Flower Mound.

Town Council Regular Meeting



September 15, 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 4

Town Council member(s) absent:

Town Staff present:

James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Traci Henderson, Town Secretary
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, Strategic Services Officer

B. INVOCATION

Chaplain Jerry Speight gave the invocation.

C. PLEDGES

Mayor Moore led the Pledge of Allegiance to the United States and Texas flags.

D. PRESENTATION(S)

1. Constitution Week Proclamation - Daughters of the American Revolution

Mayor Moore recited the proclamation and presented to Shari Williams, Samantha Barnes, Jacque Narrell, and Tonya Ilbragic.

2. National Service Dog Month Proclamation

Mayor Moore recited the proclamation and presented to LauriAnn Cash.

E. PUBLIC COMMENT

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

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

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

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

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.	Jacque Narrell, 4807 Lusk Lane	AS Board
2.	Xashil Shuleig c/o Parik Shukla (minor)	universal - oneness day
3.	Aanya Patel (minor)	Invitation to a Community event

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

There were announcements from the Mayor or Council members regarding:

Ribbon cutting for Girl Scouts Dream Lab was wonderful

The Duck Derby is this weekend, Saturday 10:00 a.m. to 2:00 p.m. with the duck drop at 1:00 p.m.

G. TOWN MANAGER'S REPORT

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

a. Employee Service Recognition

Town Manager James W. Childers recognized the following employees:

Fifteen (15) years of service:
Jason Rachel, Police Sergeant
Cynthia Taylor, Human Source Specialist

4. 2025 Resident Survey

Mr. Childers introduced the 2025 Resident Survey and called on Blake Manuel, Management Analyst, who gave a presentation identifying or noting:

Resident survey history; survey results beginning with facets of livability; quality of life; top-rated town services; community strengths; areas to improve; online open participation survey; and survey conclusion.

Town Council and staff discussed the results of hours, work and planning; possible zone areas affecting certain results; existing responses to some survey results in motion, bond election funds; leadership input on results; and future policy considerations.

H. FUTURE AGENDA ITEM(S)

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

There were no future agenda item requests.

I. COORDINATION OF CALENDARS

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

1. September 16 - Board & Commission Interview Session #1
2. September 18 - Board & Commission Interview Session #2
3. October 6 - Regular Meeting

J. CONSENT ITEM(S)

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

ACTION: Adam Schiestel moved to approve J.1 through J.16 as presented.
Council member Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes - 8/18 - Consider approval of the minutes from a Town Council regular meeting held on August 18, 2025.
2. Minutes - 8/21 - Consider approval of the minutes from Town Council Work Session meeting held on August 21, 2025.
3. Wastewater Pretreatment Ordinance Amendment - Consider approval of an ordinance amending Division 2, "Industrial Wastes and Pretreatment Requirements," of Article III, "Sanitary Sewer Service," of chapter 70, "Utilities," of Subpart A, "General Ordinances," of the Code of Ordinances, Town of Flower Mound, Texas; and updates to the Town's Pretreatment Program in accordance with Trinity River Authority of Texas Agreement with the Town.
4. Emergency Notification Contract Renewal - Consider approval of a three (3) year Contract Renewal Quotation for the Everbridge emergency notification system in the amount of \$83,141.10, with \$27,713.70 billed annually, and authorization for the Mayor to execute same on behalf of the Town.
5. 2025 Mound Throw Down Event - Beer/Wine Request - Consider approval for the sale and consumption of alcoholic beverages (beer and wine) at the Heritage

Park of Flower Mound during Therapeutic Recreation Group's 2025 Mound Throw Down event. The Parks Board recommended approval by a vote of 6 to 0 at its September 4, 2025 regular meeting.

6. Investment Policy - Consider approval of a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.
7. Water and Sewer Service Rates - Consider approval of an ordinance amending Appendix A of the Code of Ordinances by amending the charges for residential and non-residential water and sewer service; providing a severability clause; providing for publication; and providing an effective date.
8. Firefighter Personal Protective Equipment - Consider approval of the purchase of bunker gear, replacement gloves and suspenders as needed from NAFECO, Inc. through Buy Board Purchasing Contract No. 698-23 in the total amount of \$159,740.00 and authorization for the Mayor to approve same on behalf of the Town.
9. Lakeside Parkway Capacity Improvement - ICA - Consider the approval of Amendment #1 to the Interlocal Cooperation Agreement with Denton County for the construction of the Lakeside Parkway Capacity Improvement project, and authorize the Mayor to execute the same on behalf of the Town.
10. FM 2499 at FM 3040 Intersection Improvements Project - ICA - Consider approval of the Interlocal Cooperation Agreement with Denton County for the FM 2499 at FM 3040 Intersection Improvements project, and authorize the Mayor to execute the same on behalf of the Town.
11. Kirkpatrick Lane - ICA - Consider approval of Amendment #1 to the Interlocal Cooperation Agreement with Denton County for the extension of Kirkpatrick Lane, and authorize the Mayor to execute the same on behalf of the Town.
12. Ordinance amending Division 6 - Animal Services Board - Consider approval of an ordinance amending Division 6 "Animal Services Board" of Article III, Chapter 2, Section 2-201, of the Town of Flower Mound Code of Ordinances, updating the powers and duties of the Animal Services Board, releasing all conflicting ordinances; providing a severability clause; and providing an effective date.
13. TIRZ #2 Creation Ordinance Amendment - Consider approval of an ordinance amending ordinance 47-23 which created Tax Increment Reinvestment Zone No. 2 (TIRZ #2), to amend Section 3, entitled Board of Directors, by increasing the

number of members appointed by the Commissioners Court of Denton County from one (1) to two (2) members.

14. Interlocal Agreement for Youth Diversion and Teen Court - Consider the approval of an Interlocal Agreement with the City of Lewisville for a Youth Services Program to include teen court and youth diversion, and authorize the Mayor to execute the same on behalf of the Town.
15. Fire Station #5 - Emergency Repairs - Consider approval of a payment to Freedom Construction for emergency repairs at Fire Station #5 in the amount of \$123,143.18.
16. 2024 amendments to International Fire Code - Consider approval of an ordinance amending Chapter 38 of the code of ordinances, entitled "Fire Prevention and Protection" to provide for adoption of the *International Fire Code*, 2024 edition and local amendments thereto.

K. REGULAR ITEM(S)

1. WWTP Effluent Filter Rehab - Construction Agreement - Consider approval of a Construction Agreement with Urban Infraconstruction, LLC, for the Wastewater Treatment Plant Effluent Filter Rehabilitation project, in the amount of \$5,260,000.00; and authorization for the Mayor to execute same on behalf of the Town.

Dale Crown, Assistant Director of Engineering, gave a presentation identifying or noting:

Project overview; filter rehab; filtration system; operation costs; safety concerns; verified bid results; and project schedule timeline.

Town Council and staff discussed the current system lasting 15 years and manufacturer selection.

ACTION:	Council member Brian Taylor moved to approve K.1 as presented. Council member Janvier Werner seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

2. ZPD25-0006 - Whyburn PD-189 Text Amendment - Public Hearing to consider an ordinance amending the zoning (ZPD25-0006 – Whyburn PD-189 Text Amendment) by amending Planned Development District No.189 (PD-189) with Single Family District-15 (SF-15) and Single Family District-10 (SF-10) uses by increasing maximum lot coverage allowed. The property is generally located east of Whyburn Drive and south of Dixon Lane. (PZ recommended denial by a vote of 4 to 2 at its August 25, 2025, meeting.)

Lexin Murphy, Director of Development Services, gave a presentation identifying or noting:

General and detailed location photos; land use and zoning; conceptual plan and site photos; proposed text amendment; landscape plan; elevation; and five-year project comparisons.

Applicant representative Heth Kendrick, Partner, Land Design, 5217 Alpha Road, Suite 140, Dallas, Texas and Larry Jackson, David Weekly Homes, 3301 I-35 Carrollton, Texas provided a development update; home values and cost increases; amenity packages; outdoor living spaces; market change; covered patios photos; drainage; home and garage sizes; proximity to neighbors; traffic; environment; and increase of maximum lot coverage.

Town Council, applicant and staff discussed drainage; impervious surface additions; patio cover; outdoor amenity areas; planning and zoning vote; council super-majority requirement; separation of foundation vs. roof coverage; increased stability of pouring patio foundation at the time of home foundation; amenity package options for home buyer; board of adjustment process considerations; application to single-story homes; 1 1/2 story homes; applies to unenclosed outdoor spaces; smaller homes; not cover the porch; lot coverage allocation; total coverage footprint; and application to single story footprint only and not two story footprints to address concerns of large home sizes.

Mayor Moore opened the public hearing, there being no one wishing to speak, Mayor Moore closed the public hearing.

Mayor Moore moved to item K.3 and will return to item K.2 later in the meeting to allow the applicant time to address the Council's concerns.

ACTION:	Mayor Pro Tem Martin moved to approve agenda item K.2 allowing the maximum lot coverage within the SF-10 Single Family District-10 lots is 40% for enclosed structures and 45% for all structures combined. Council member Drew seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS:	None
ABSTAIN:	None

RESULT: 5 : 0

3. 2023 NEC and 2024 I-Code Adoptions - Public Hearing to consider approval of an ordinance adopting the 2023 National Electrical Code, 2024 International Building Code, 2024 International Energy Conservation Code, 2024 International Mechanical Code, 2024 International Plumbing Code, 2024 International Fuel Gas Code, 2024 International Residential Code, and the 2024 International Swimming Pool and Spa Code, with local amendments.

Joelle Hainley, Building Official, gave a presentation identifying or noting:

Background; new legislative requirements for approval; approval process; code amendments; and amendments specific to the Town.

Mayor Moore opened the public hearing. There being no requests to speak, Mayor Moore closed the public hearing.

ACTION: Mayor Pro Tem Ann Martin moved to approve K.3. as written. Council member Brian Taylor seconded the motion.
AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

4. FY25-26 Budget Public Hearing - Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026.

Meg Jakubik, Director of Budget Services, gave a presentation on items K.4 through K.8 identifying or noting:

Strategic focus; decision packages by strategic objective; proposed capital projects; changes from proposed budget; 2025 proposed tax rate; no-new revenue tax rate; voter approval tax rate; property tax bill estimated impact of exceptions example; monthly cost breakdown; revenues by source; financial overview; Crime Control and Prevention District; Fire Control, Prevention and Emergency Medical Services District.

Brian Taylor left dais at 7:51 p.m. and returned at 7:54 p.m.

Mayor Moore left the dais at 7:53 p.m. and returned at 7:55 p.m.

Town Council and staff discussed drainage location allocation for Cross Timbers; inter-governmental funding; long-term project funding/rollover; homestead

exemption; bond proceeds; taxpayer bills/expenditure; revenues; balanced budget; drainage study for Cross Timbers to be clear on work vs. study and funding source being the capital budget.

Mayor Moore opened the public hearing. There being no requests to speak, Mayor Moore closed the public hearing.

No action was required for this item.

5. FY 25-26 Crime District Budget Adoption - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026.

This item was previously presented with item K.4.

ACTION: Council member Taylor moved to approve K.5 as presented. Deputy Mayor Pro Tem Schiestel seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

6. FY 25-26 Fire District Budget Adoption - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026.

This item was previously presented with item K.4.

ACTION: Mayor Pro Tem Martin moved to approve K.6. as written. Deputy Mayor Pro Tem Schiestel seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

7. FY 25-26 Budget Adoption - Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, providing a taxpayer impact statement, and making appropriations for each fund.

This item was previously presented with item K.4.

ACTION: Mayor Pro Tem Martin moved to approve an ordinance adopting the budget for the fiscal year beginning on October 1, 2025, and ending on September 20, 2026, and making appropriations for each fund and department. Council member Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

ACTION: Mayor Pro Tem Martin moved to ratify the property tax revenue increase reflected in the FY 2025-2026 budget. Council member Werner seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

8. FY 25-26 Tax Rate Adoption - Public Hearing to consider approval of an ordinance adopting the 2025 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.387277 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2025.

This item was previously presented with item K.4.

Mayor Moore opened the public hearing. There being no requests to speak, Mayor Moore closed the public hearing.

ACTION: Council member Taylor moved that the property tax rate be increased by the adoption of a tax rate of \$0.387277 per \$100 of assessed value, which is effectively a 4.07 percent

increase in the tax rate; and move to approve an ordinance adopting the 2025 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.387277 per 4100 accessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2025. Council member Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

9. Atmos RRM Rate Tariffs - Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.

Council member Werner recused herself for this item and left the dais at 8:20 p.m.

Meg Jakubik, Director of Budget Services, gave a presentation identifying or noting:

Yearly standard procedure; membership of the Atmos Cities Steering Committee; review of requested rate increase; and rates over the years are lower as a result of steering committee membership.

Town Council and staff discussed rate increases being every year; residential vs. commercial sector increases; rate review mechanism; legislation involvement.

ACTION: Mayor Pro Tem Martin moved to approve K.9. as written. Council member Drew seconded the motion.

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

NAYS: None

ABSTAIN: Janvier Werner

RESULT: 4 : 0

Mayor Moore returned to agenda item K.2.

Council member Werner returned to the dais at 8:28 p.m.

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital

Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

M. CLOSED MEETING

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

Mayor Moore announced that the Town Council is convening into a closed meeting at 8:32 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. Trinity Park - TRP25-0002
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.

N. RECONVENE

The Town Council reconvened into the open meeting at 9:06 p.m.

ACTION: Council member Taylor moved to authorize staff to purchase property at 2311 Aberdeen Drive as a future site for a new Fire Station 3 and a Police Headquarters, and to negotiate for the purchase of the property for the amount described in this document; and authorization for the Town Manager, or his designee, to close on the property, to pay all costs associated with said closing in addition to the purchase price of the property, and to execute all necessary documents at closing on behalf of the Town. Council member Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

O. ADJOURN

Mayor Moore adjourned the meeting at 9:07 p.m.

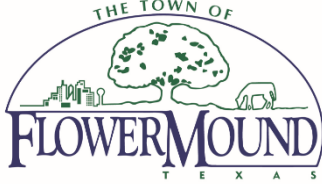
TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY

Town Council Work Session



September 16, 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 6:03 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
Janvier Werner, Councilmember Place 4

Town Council member(s) absent:
Brian Taylor, Councilmember Place 3

Town Staff present:
Traci Henderson, Town Secretary

B. PUBLIC COMMENT

There were no requests to speak from the public.

C. BOARDS/COMMISSIONS

1. Conduct interviews for the following boards or commissions:
 1. Animal Services Board
 2. Board of Adjustment/Oil & Gas Board of Appeals (Places 1, 2, 3, 4, 5, 6, 7, 8)
 3. Community Development Corporation
 4. Cultural Arts Commission (CAC)
 5. DCTA Board of Directors (Town appointed representative)
 6. Environmental Conservation Commission (ECC)
 7. Historical Commission

8. Parks Board
9. Planning & Zoning Commission/Capital Improvements Advisory Committee (Places 1, 2, 3, 4, 5, 6, 7, 8, 9)
10. School Liaison Committee
11. SMARTGrowth Commission
12. Tax Increment Reinvestment Zone Number One (TIRZ #1)
13. Transportation Commission
14. Veterans Liaison Board

The Town Council interviewed the following individuals for various Board or Commission positions:

Barbara Barrios
Andy Woodward
Bala Ganapavarapu
Michael Saddler
Bruce Munro
Amanda Clark
Chris Davidson
Luis Giner
Robert Wates
Derrick Duncan
Anushya Chatterjee
Sharon Shaw
Amit Juneja
Rebecca Wilson
Bren Berry
Kevin Geise

D. CLOSED MEETING

Town Council did not convene into closed meeting.

1. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, dismissals, duties and responsibilities, structure, effectiveness, or procedures regarding the above-referenced boards, commissions, or committees, including revisions to the Board, Commission, and Committee Manual.

E. RECONVENE

Town Council did not convene into closed meeting.

F. ADJOURN

Mayor Moore adjourned the meeting at 8:18 p.m.

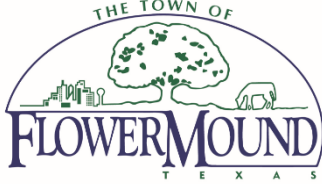
TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY

Town Council Work Session



September 18, 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 6:01 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
Janvier Werner, Councilmember Place 4

Town Council member(s) absent:
Brian Taylor, Councilmember Place 3

Town Staff present:
Traci Henderson, Town Secretary

B. PUBLIC COMMENT

There were no requests to speak from the public.

C. BOARDS/COMMISSIONS

1. Conduct interviews for the following boards or commissions:
 1. Animal Services Board
 2. Board of Adjustment/Oil & Gas Board of Appeals (Places 1, 2, 3, 4, 5, 6, 7, 8)
 3. Community Development Corporation
 4. Cultural Arts Commission (CAC)
 5. DCTA Board of Directors (Town appointed representative)
 6. Environmental Conservation Commission (ECC)
 7. Historical Commission

8. Parks Board
9. Planning & Zoning Commission/Capital Improvements Advisory Committee (Places 1, 2, 3, 4, 5, 6, 7, 8, 9)
10. School Liaison Committee
11. SMARTGrowth Commission
12. Tax Increment Reinvestment Zone Number One (TIRZ #1)
13. Transportation Commission
14. Veterans Liaison Board

The Town Council interviewed the following individuals for various Board or Commission positions:

Barbara Kraus
 Tim Watkins
 Sean Lee
 Chris Grant
 Ray Glynn
 Tina Marie Siglar
 Radhika Mulastanam
 Brandi Lockett
 James Gerber
 Carole Disbrow
 Abigayle Farrier
 Scott Langley
 Deb Fitzpatrick
 Clare Harris
 Sherley Immanuel Edinbarough
 Anjum Varshney

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, dismissals, duties and responsibilities, structure, effectiveness, or procedures regarding the above-referenced boards, commissions, or committees, including revisions to the Board, Commission, and Committee Manual.

2. Animal Services Board

ACTION: Mayor Pro Tem Martin moved to appoint or reappoint:

Dr. Robyn Read, Place 1
 Kelly Furnas, Place 3
 Laurie Appelbaum, Place 5
 Janvier Werner, Place 6
 Carina Vanlaet Vanderkerken, Place 7
 Sean Lee, Place 8 Alternate
 Bruce Munro, Place 9 Alternate

with a term beginning October 1, 2025, and ending September 30, 2027, for odd number places, and September 30, 2026, for even number places.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

3. Board of Adjustment/Oil & Gas Board of Appeals

As a result of closed meeting:

ACTION: Council member Werner moved to appoint or reappoint:

Timothy Shea, Place 1
Jennifer Meinel, Place 3
Mike Bean, Place 5
Derrick Duncan, Place 6 Alternate
Sarah Ahmed, Place 7 Alternate

with a term beginning October 1, 2025, and ending September 30, 2027, for odd number places, and September 30, 2026, for even number places.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

4. Community Development Corporation

ACTION: Deputy Mayor Pro Tem Schiestel moved to appoint or reappoint:

Michael White, Director 1
TK Kumaran, Director 3
Christopher Grant, Director 4
Brenda Berry, Director 5
Anusuya Chatterjee

with a term beginning January 1, 2026, and ending December 31, 2027, for odd number Director Places, and December 31, 2026, for even number Director Places.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

5. Cultural Arts Commission (CAC)

ACTION: Deputy Mayor Pro Tem Schiestel moved to appoint or reappoint:

Virginia Curry, Place 1
Beth Dilley, Place 3
Murthy Mmantha, Place 5
Kevin Geise, Place 7 Alternate
Rebecca Wilson, Place 8 Alternate

with a term beginning October 1, 2025, and ending
September 30, 2027, for odd number places, and
September 30, 2026, for even number places.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

6. DCTA Board of Directors (Town appointed representative)

No action taken.

7. Environmental Conservation Commission (ECC)

ACTION: Council member Drew moved to appoint or reappoint:

Anurag Sharma, Place 1
Laura Spurlock, Place 3
Alton Bowman, Place 5
Elaine Takacs, Place 7
Toni Moffitt, Place 9 Alternate

with a term beginning October 1, 2025, and ending
September 30, 2027, for odd number places, and
September 30, 2026, for even number places.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS: None

ABSTAIN: None
RESULT: 4 : 0

8. Historical Commission

ACTION: Council member Drew moved to appoint or reappoint:

Jacque Narrell, Place 1
Adam Shear, Place 3
cindy Clark, Place 5
Terra Klarich, Place 7
Sharon Gentry, Place 8
Brian Williams, Place 9

with a term beginning October 1, 2025, and ending
September 30, 2027, for odd number places, and
September 30, 2026, for even number places.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

9. Parks Board

ACTION: Council member Drew moved to appoint or reappoint:

Chris Chastain, Place 1
Teresa Thomason, Place 3
Holly Royer, Place 5
Jennifer Romaszewski, Place 7
Doug Granves, Place 9 Alternate

with a term beginning October 1, 2025, and ending
September 30, 2027, for odd number places, and
September 30, 2026, for even number places.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

10. Planning & Zoning Commission

ACTION: Mayor Pro Tem Martin moved to appoint or reappoint:

Gregory Schultz, Place 1
Todd Bayuk, Place 3
Scott Langley, Place 5
Clare Harris, Place 7
Deborah Fitzpatrick, Place 9 Alternate

with a term beginning October 1, 2025, and ending
September 30, 2027, for odd number places, and
September 30, 2026, for even number places.

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

NAYS: None

ABSTAIN: None

RESULT: 4 : 0

11. School Liaison Committee

ACTION: Deputy Mayor Pro Tem Schiestel moved to appoint or reappoint:

Amanda Clark, Place 1
Jacqueline Shaw, Place 3
Carey Turner, Place 5

with a term beginning October 1, 2025, and ending
September 30, 2027, for odd number places, and
September 30, 2026, for even number places.

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

NAYS: None

ABSTAIN: None

RESULT: 4 : 0

12. Tax Increment Reinvestment Zone Number One (TIRZ #1)

ACTION: Deputy Mayor Pro Tem Schiestel moved to appoint or reappoint:

Mark Hargreaves, Place 1
Ann Martin, Place 3

with a term beginning January 1, 2026, and ending December 31, 2027, for odd number Director Places, and December 31, 2026, for even number Director Places.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

13. Transportation Commission

ACTION: Janvier Werner moved to appoint or reappoint:

Bjorn Vandug, Place 1
Ricky Clark, Place 3
Erica Mulder, Place 5
Charles Landry, Place 7
Christopher Davidson, Place 8 Alternate
Barbara Barrios, Place 9 Alternate

with a term beginning October 1, 2025, and ending September 30, 2027, for odd number places, and September 30, 2026, for even number places.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

14. Veterans Liaison Board

ACTION: Mayor Pro Tem Martin moved to appoint or reappoint:

Michael Saddler, Place 1
Richard Crossley, Place 3
John Travis, Place 5
Edward Watkins, Place 6
Andrew Glass, Place 7
James Muench, Place 9

with a term beginning October 1, 2025, and ending September 30, 2027, for odd number places, and

September 30, 2026, for even number places.

AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

D. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, Section 551.074 to discuss matters pertaining to personnel - Boards and Commissions.

Mayor Moore announced that the Town Council is convening into a closed meeting at 8:32 p.m., pursuant to Texas Government Code Chapter 551, Section 551.074.

1. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, dismissals, duties and responsibilities, structure, effectiveness, or procedures regarding the above-referenced boards, commissions, or committees, including revisions to the Board, Commission, and Committee Manual.

E. RECONVENE

The Town Council reconvened into the open meeting at 9:09 p.m.

The Town Council convened into closed meeting at 9:20 p.m. and reconvened into the open meeting at 9:22 p.m.

Action as a result of the closed meeting is reflected in items C.3 and C.10.

F. ADJOURN

Mayor Moore adjourned the meeting at 10:03 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: October 6, 2025
FROM: John Zagurski, Chief Financial Officer
ITEM: **Consider approval of an ordinance amending Article X, “Municipal Stormwater Utility System,” of Chapter 70, “Utilities,” of the code of ordinances, Town of Flower Mound, Texas, by revising provisions pertaining to Stormwater Utility System fees and providing for appeals of fee determinations; amending Appendix A, “Fee Schedule,” to revise the methods for calculating Stormwater Utility system fees; and providing an effective date.**

BACKGROUND: The Town adopted an ordinance on September 17, 2024, to amend the Stormwater fees and set the revenues through FY 2024-25. The attached ordinance revises the fees and methodology for FY 2025-26 and is designed to meet the following criteria:

1. Meet federally mandated requirements to preserve, protect, and improve water resources from polluted stormwater runoff.
2. Maintain the financial solvency of the Stormwater System.
3. Implement the necessary capital improvements.
4. Have the Stormwater System pay its full cost of services provided by the Town's General Fund.
5. Maintain the quality of Stormwater services required by the Town's customers.
6. Financially position the Stormwater System to be able to replace necessary infrastructure as the system ages.

To better manage and enhance the Stormwater system infrastructure, the Town engaged an outside consultant to conduct a comprehensive impervious surface analysis for all parcels within the Town. The analysis provided accurate data on impervious surfaces, such as driveways, rooftops, parking lots, and building or structure footprints that contribute to stormwater runoff. The attached ordinance will establish the methodology for calculating stormwater fees, based on the actual impervious surface area of each property.

With the impervious area schedule for Stormwater fees, each residential class is equal to one (1) Equivalent Residential Unit (ERU) of 5,285 square feet of impervious area.

Residential: Shall be assessed one (1) ERU of 5,285 square feet per month at \$6.50.

Non-Residential: The monthly rate shall be assessed the number of ERUs as calculated by (total impervious area in square feet of property) / (5,285 square feet) x \$6.50.

The Stormwater Fees will be effective October 6, 2025, and will be reflected on the November 2025 utility billing statement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$2,936,000

Proposed Expenditure/(Revenue)
\$(2,936,000)

Account Number(s):
230-4250

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

ATTACHMENTS:

1. Stormwater Ordinance 2025-26

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 ARTICLE X, "MUNICIPAL STORMWATER UTILITY SYSTEM," OF CHAPTER 70, "UTILITIES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY REVISING PROVISIONS PERTAINING TO STORMWATER UTILITY SYSTEM FEES AND PROVIDING FOR APPEALS OF FEE DETERMINATIONS; AMENDING APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, TO REVISE THE METHODS FOR CALCULATING STORMWATER UTILITY SYSTEM FEES; PROVIDING THAT 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 possesses all the rights, powers, and authorities possessed by all home rule municipalities to regulate fees for services provided by the Town; and,

WHEREAS, the Town Council of the Town has previously adopted regulations and fees pertaining to the stormwater utility system; and,

WHEREAS, the Town has determined that stormwater utility system fees should now be calculated on the basis of impervious area against all real property in the established service areas, except any real property deemed exempt; and,

WHEREAS, the Town has further determined that provisions should be made for appeals of certain determinations related to stormwater utility system fees; and,

WHEREAS, the Town has determined that it must increase the fees charged for the operation and maintenance of the Town's surface water management program in order to support the protection of public health and safety from loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from water runoff within the boundaries of the Town; and,

WHEREAS, the Town Council finds that the classification of the benefited properties and the increased fees charged for the operation and maintenance of the Town's surface water management program are nondiscriminatory, reasonable, and equitable for similar services in all areas of the service area, and that the amendments

outlined herein are in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

All the above premises are hereby found to be true and correct legislative and factual findings of the Town Council, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

SECTION 2

Article X, "Municipal Stormwater Utility System," of Chapter 70, "Utilities," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by revising Section 70-776, "Definitions," in part, and Section 70-777, "Schedule of charges," in its entirety, to read as follows, and by adding a new Section 70-781, "Appeals of stormwater utility system fee determinations," to read as follows:

"Sec. 70-776. - Definitions.

The definitions contained in Chapter 552 of the Texas Local Government Code, as amended, are hereby adopted, except as modified here:

* * *

Sec. 70-777. - Schedule of charges.

The SWUS fee shall be set by the town council in the town's fee schedule and shall be based on an inventory of parcels within the service area.

The inventory shall evaluate the stormwater runoff potential, which describes the capacity for precipitation to flow over impervious surfaces rather than soaking into the ground, for improved parcels within the service area based on their impervious area using record plats and assessment rolls.

The stormwater runoff potential shall be used to establish rates for residential properties and nonresidential properties based on the square feet of impervious area per parcel.

The stormwater runoff potential shall be nondiscriminatory and shall be equitably and proportionately distributed between use classifications and among the parcels within each class of benefitted properties relative to the contribution of each class to stormwater drainage runoff.

* * *

Sec. 70-781. – Appeals of stormwater utility system fee determinations.

- (a) Appeals of SWUS fee determinations shall be directed to the department director over the stormwater utility or their designee for evaluation and determination. An appeal shall be made in writing and submitted to the director within thirty (30) calendar days after the public utility billing statement containing the matter to be disputed. An appeal may be made by the person or entity who owns or occupies the property or by the utility billing account holder (collectively referred to in this section as the appellant). During the pendency of an appeal, the appellant shall be responsible for payment of the charges in full. Appeals may be based on the following reasons:
 - (1) Exempt property has been assessed a SWUS fee.
 - (2) The SWUS fee for an individual property is based on an incorrect determination of the property's impervious area.
 - (3) The SWUS fee is assessed to individual property outside the Town's jurisdictional area.
- (b) The department director over the stormwater drainage utility or their designee shall render a written decision on the written appeal within thirty (30) calendar days after receiving a written appeal in accordance with this section. The director or their designee shall deliver a copy of the appeal decision to the appellant by certified mail to the address indicated on the written appeal and to the address of the landowner or utility billing account holder according to the town's most recent records.
- (c) Any appellant who disagrees with the appeal decision may appeal such decision to the town manager in writing within ten (10) calendar days after receipt of the decision. The town manager shall render a written decision within thirty (30) calendar days after the town's receipt of a timely appeal. The decision of the town manager shall be final.
- (d) No appeal for the same or substantially the same issue on the same parcel shall be allowed. If, however, the owner or customer asserts a material change of circumstances on a parcel that was the subject of a previous appeal, the owner or customer must perfect a new appeal; and in such an appeal, the owner or customer shall bear the burden of proving by a preponderance of the evidence the existence of a material change of circumstances.
- (e) The owner or customer filing the appeal shall bear the burden of proving by a preponderance of the evidence that one of the following circumstances exists:
 - (1) The property is exempt from the SWUS fee;

- (2) The SWUS fee assessed was based on an incorrect determination of the property's impervious area; or
- (3) The SWUS fee was assessed to property outside the town's jurisdictional area.

Secs. 70-782—70-799. - Reserved.”

SECTION 3

Appendix A, “Fee Schedule,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by revising the fees pertaining to Code Section Number 70-777, “Stormwater utility system fee,” to read as follows:

“

<i>Code Section Number</i>	<i>Description</i>
70-777	Stormwater utility system fee:

An Equivalent Residential Unit (ERU) is defined as 5,285 square feet of impervious area.

Residential properties, including properties for which the primary use is single-family attached, single-family detached, or duplex dwelling, shall be assessed one (1) ERU at a rate of \$6.50 per month.

Non-residential, multifamily, mobile home park, and mobile home dwelling properties shall be assessed based on a rate of \$6.50 per ERU per month. The number of ERUs is calculated using the following formula:
(total impervious area in square feet) / (5,285 square feet) x \$6.50.”

SECTION 4

This Ordinance shall be cumulative of all provisions of ordinances 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 5

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 6

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

SECTION 7

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of any ordinances governing stormwater drainage 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 8

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

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

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



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

DATE: October 6, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of a Professional Services Agreement with MHS Planning & Design, LLC., for the design services associated with the Leonard and Helen Johns Community Park project, in the amount of \$657,800.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This item is to enter into a Professional Services Agreement with MHS Planning & Design, LLC., to implement the approved master plan for the redevelopment of Leonard and Helen Johns Community Park, a 38.5 acre park located at 1850 Timber Creek Road. The master plan was recommended by the Parks Board at their May 1, 2025, regular meeting by a vote of 6-0; and approved during the May 19, 2025, Town Council meeting by a vote of 5-0. The park master plan includes: five tennis courts, a nature-themed playground, boardwalk, fishing pier, native landscaping/planting, parking, a restroom, concrete trails, site amenities, and a creek overlook area. The preliminary estimate for construction costs is \$7,083,010.00, which includes required utility & engineering work.

If approved, this agreement would provide for the full design and construction plans for the park that will be used for construction bidding of the project. A progress update of the design will be provided to the Parks Board when the plans are approximately 70% complete to ensure that the design is in line with the approved master plan. The contract will also provide for assistance during the bidding phase of the project and construction administration.

This park project will be funded as part of Proposition A of the 2025 Bond Package, approved by voters in May 2025. The Town has also applied for a \$750,000 outdoor grant through the Texas Parks and Wildlife Department and expects to be notified in December or January regarding the award of these funds.

BOARD REVIEW/CITIZEN FEEDBACK: The master plan was recommended by the Parks Board at their May 1, 2025, meeting by a vote of 6-0; and approved during the May 19, 2025, Town Council meeting by a vote of 5-0.

ALTERNATIVES: If not approved, implementation of the approved master plan will be delayed.

FISCAL IMPACT: \$657,800.00

Proposed Expenditure/(Revenue)
\$657,800.00

Account Number(s):
537-110-90655-6210

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

ATTACHMENTS:

1. PSA with MHS for design
2. LHJP 1295 Form - MHS 8.28.25

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
MHS PLANNING & DESIGN, LLC**

This contract is entered into on this 6th day of October, 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 Town Manager, and **MHS Planning & Design, LLC**, (“hereinafter referred to as “CONSULTANT”) whose address is 212 W. 9th Street, Tyler, TX 75701.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Leonard And Helen Johns Community Park; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Leonard and Helen Johns Community Park 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 Six Hundred Fifty-Seven Thousand Eight Hundred and No/100 Dollars (\$657,800.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the

amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;

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

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

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

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

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

Chuck Jennings
Director of Parks and Recreation
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6273 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX.
Notice Information

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

Chuck Jennings
Director of Parks and Recreation
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6273 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:

David B. Shipp
Landscape Architect & Partner
MHS PLANNING & DESIGN, LLC
12222 Merit Drive
Dallas, Texas 75251
214-845-7008
dshipp@mhsplanning.com

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

XX.
Applicable Law

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

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

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

[Signature Page to Follow]

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

CONSULTANT:
MHS Planning & Design, LLC

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____



July 29, 2025

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

RE: Leonard and Helen Johns Community Park 38.4 acres – Discovery / Design Development /
Construction Documents / Bidding / Construction Administration

Mr. Jennings,

It is our pleasure to submit this proposal for professional services for the development of Leonard and Helen Johns Community Park located in the Town of Flower Mound as shown in Exhibit 'A'. Proposed elements for the project include five tennis courts, sports lighting, pre-fabricated restroom building, parking and driveways, playground and multi-purpose pavilion, concrete hike and bike trail with covered rest stations, entry plaza, fishing pier, shoreline boardwalk with pavilion, creek overlook element, utilities to include water, electrical, and sanitary sewer, existing detention pond drainage improvements, shaded court side seating areas, masonry project signage, loop trail lighting, parking lot lighting, retaining walls under six foot, resurfacing of existing tennis courts, interpretive signage, irrigation and landscaping to include native material.

Upon your review of this proposal, we would appreciate the opportunity to meet with you to review and further clarify any items and the scope as presented. If you agree with the scope of services and fees as presented, please sign and return to our office.

Based on our understanding of the project, we propose the following scope of services:

1. Discovery Phase

- a. Work in conjunction with the Owner to finalize a site plan layout for the project based on the approved Town Council master plan of project.
- b. Preliminary Geotechnical Investigation.
- c. Preliminary Layout (Grading & Drainage).
- d. Research and review previously prepared construction plans, record documents, land records, or other pertinent documents on file in the county real property records.
- e. Incorporate aerial, topographic, and planimetric survey data currently available or provided by others.

- f. Tree Survey (6" caliper and above).
- g. Confirm general location of underground utilities and easements from client provided data/survey information.
- h. Provide preliminary site plan.
- i. Hydraulic Flood Study to update the Town effective model and provide technical report for approval.
- j. General coordination meetings with Town staff.
- k. Recommend as required Subsurface Utility Engineering (SUE) or Level A utility investigation or any special surveys or tests, which, in the reasonable opinion of the Consultant, may be required for a proper design of the project and arrange for such work, after approval by the Town, at the Town's expense.

2. Design Development Phase

- a. Revise and refine the preferred design based on public engagement data, staff direction, Parks Board, and Town Council. Owner to provide comments.
- b. Provide revised final site plan from comments.
- c. Provide preliminary drainage map.
- d. Design Development presentation to determine styles and themes for the proposed improvements.
- e. Prepare supplemental sketches as required to illustrate the design intent.
- f. Provide probable cost estimate for construction.
- g. From approved final design provide a detailed color rendering (plan view and perspectives) of project.
- h. General coordination meetings with Town staff.

3. Construction Documents Phase

- a. Based on the approved preliminary design documents, coordinate and/or prepare detailed construction drawings and specifications for erosion control, grading, paving, drainage, utilities (water, sewer, electric), landscaping, and other site improvements for the Project. The construction drawings and specifications shall be prepared for the full project.
- b. Furnish to the Owner construction plans and specifications (PDF). Plans for review at 60%, 90% and 100% along with updated cost estimates. Submittal documents typically include the following sheets, but all may not be required for this project:
 - 1. Cover Sheet with Sheet Index and Project Location map
 - 2. General Notes and Legends
 - 3. Project Site Layout Plan
 - 4. Quantity Summary
 - 5. Plant Protection and Tree Mitigation Plan
 - 6. Layout and Dimensioning Plan
 - 7. Typical Sections
 - 8. Demolition Plan
 - 9. Paving Plan and Profile

10. Pavement Markings
 11. Project Mansory Entry Signage
 12. Sport Court Foundation Plan and Details
 13. Median and Driveway Layout
 14. Retaining Wall Layout and Details
 15. Construction Sequencing and Traffic Control (Utilities)
 16. Construction Sequencing and Traffic Control (Paving)
 17. Electrical Plans and Details
 18. Drainage Area Map
 19. Runoff, Inlet, and Storm Sewer Calculations
 20. Storm Sewer Plan and Profile
 21. Culvert Plan and Profile
 22. Channel Profiles and Cross-Sections
 23. Special Drainage Details
 24. Water Line Plan and Profile (12" or Larger)
 25. Wastewater Plan and Profile
 26. All Special Water and Wastewater Construction Details
 27. Storm Water Pollution Prevention or Erosion Control Plans
 28. Project Details
 29. Hardscape Plans and Details
 30. Interpretive Signage (Habitat and Wildlife)
 31. Landscape Plans and Details
 32. Irrigation Plans and Details
 33. Roadway Cross-Sections at 50 feet intervals and driveway curb lines
 34. Earthwork Summary
 35. Technical Specifications and/or Special Provisions for the project
- c. Coordinate with the relevant utility services of the Town and franchise utilities, as necessary to determine conflicts.
 - d. Final Geotechnical Report to include recommendations for pavements, foundations, and other site program design elements proposed.
 - e. General coordination meetings with Town staff.
 - f. Parks Board update @ 70% progress (Construction Documents).
 - g. Submit Plan Set to TDLR for review and approval.

Following completion of the Construction Documents, the Consultant will coordinate with a RAS for the purposes of reviewing the plans for the Project for conformance with the Texas Accessibility Standards (TAS). The Consultant will use a RAS subconsultant for the Texas Department of Licensing and Regulation (TDLR) required plan review and project inspection. The Consultant will coordinate with the RAS for project registration with the TDLR prior to bidding and project inspection upon completion of construction. The Consultant will prepare plans in general conformance with TAS and will make one (1) round of revisions to the plans based on comments received from the RAS.

4. Bidding Phase

- a. Coordination of bidding and award of the project. Attend Pre-Bid and Pre-Construction Conferences and cooperate with the Town as needed to interpret, clarify, amend, or expand the bid documents. Deliverables - Provide up to Five (5) Final Bid Set of Construction Documents (Signed and sealed w/Town Issued for Construction Stamp), Tabulated Bid Form and Bid Summary Letter.

5. Construction Administration Phase

- a. This fee assumes that the project will be constructed within a 13-month timeframe after the Town approval of award of construction to a General Contractor within 90 days of bids received.
- b. As requested by the Owner, the Consultant shall visit the site and consult with the Client and the contractor to resolve construction and design related problems.
- c. Monthly site visits to observe the progress and quality of work.
- d. Review, respond and document Requests for Information (RFIs).
- e. Bi-Monthly Update Meetings with Owner Staff and Contractor.
- f. Check samples, catalog data, laboratory testing, shop drawings, mill tests of materials and equipment, and other data which the Contractor is required to submit, only for the conformance with the design concept.
- g. Review and request approval of the contractor's pay applications based on the on-site observations of design professional.
- h. Conduct a substantial completion and final inspection of the Project for conformance with the design and recommend in writing final payment to the contractor. Consultant to submit and receive final payment with the written final inspection report.
- i. Provide Record Drawings with the as-built changes as provided by contractor or on-site survey provided by others. Provide drawings in PDF and in AutoCAD (.dwg format) to the Owner. The page size shall be 24" x 36" with a minimum resolution of 300 dpi.

Based on the above scope of services, our lump sum fee for the project is **\$657,800**. This fee is based on a total construction budget of \$7,083,010. This fee does include estimated reimbursables of (\$20,000) such as reproductions, TDLR project registration, mileage, etc. and will be invoiced based on the attached rate sheet. This proposal is subject to the general terms and conditions described in Exhibit 'B'.

Preparation of the following items and any other items not listed have been excluded from this proposal but can be provided in an additional service agreement.

Traffic Impact Analysis
Environmental Survey
Off-Site Utilities

TxDOT Permits
USACE Permitting Fee

Final Plat
Off-Site Roadway Design
Three-way Contracts w/ City

If our services are needed for additional items, we can prepare a separate proposal or bill you hourly based on the attached rate sheet.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Shipp'.

David B. Shipp, PLA, ASLA
Partner / Landscape Architect

Summary of services:

<i>Discovery Phase</i>	<i>\$90,350</i>
<i>Design Development Phase</i>	<i>\$89,700</i>
<i>Construction Documents Phase</i>	<i>\$287,350</i>
<i>Bidding Phase</i>	<i>\$23,200</i>
<i>Reimbursable Expenses Estimate (Phase 1 – 4)</i>	<i>\$15,000</i>
<i>Construction Administration Phase</i>	<i>\$147,200</i>
<i>Reimbursable Expenses Estimate (Phase 5)</i>	<i>\$5,000</i>
Total:	\$657,800

Exhibit A - Site Master Plan





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

DATE: October 6, 2025
FROM: Blake Hummel, Senior Project Engineer
ITEM: **Consider approval of sanitary sewer manhole lining and rehabilitation services related to the Sanitary Sewer Manhole Rehabilitation Ph. I project, to Infrastructure Rehabilitation USA, Inc., utilizing The Local Government Purchasing Cooperative Contract PCA OD-406-24 "Cured-in-Place (CIP) Rehabilitation for Vertical Structures", administered through the Purchasing Cooperative of America, in the amount of \$389,450.00.**

BACKGROUND: The Sanitary Sewer Manhole Rehabilitation Ph. I project consists of prepping and installing vertical Cured-in-Place Liner on thirty-nine Priority 1 manholes identified within the Recommended Manhole Remedial Action Plan table prepared by RJN Group, Inc. for our Public Works department as part of the Phase III SSES Report. These thirty-nine manholes are located throughout three areas of Town identified as Wellington North, Wellington East & Garden Ridge North. These areas are generally bounded by Yucca Drive to the west, FM1171 to the north, Morriss Road to the south and Garden Ridge Boulevard to the east.

If approved, Infrastructure Rehabilitation USA, Inc. will provide the rehabilitation via vertical cured-in-place liner of the deteriorated sanitary sewer infrastructure and will help prevent ongoing infiltration into the Town's sanitary sewer system.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve the Purchasing Cooperative of America Proposal for the sanitary sewer manhole lining would delay the upgrades necessary to prolong the service life of this critical infrastructure and mitigate any existing infiltration into the Town's sanitary sewer system.

FISCAL IMPACT: \$389,450.00

Proposed Expenditure/(Revenue)
\$389,450.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. PCA Proposal - Irehab USA, Inc.
2. Form 1295 (Internal Use)

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

August 20th, 2025
Blake Hummel
2121 Cross Timbers Road
Flower Mound, TX 75028

Proposal #: FMTX001/PCA OD-406-24

PCA Proposal

Project Name: Flower Mound, TX- CIP Manhole Rehabilitation- 2025

Location: Flower Mound- Basins: Wellington N. & E., Garden Ridge N.

Infrastructure Rehabilitation USA, Inc. (Irehab USA) herein proposes to furnish all labor, materials, equipment, and services for accomplishing the referenced task (as described in the project location maps and information presented by Flower Mound, TX). This proposal is utilizing The Purchasing Cooperative Contract PCA OD-406-24 "Cured-in-Place (CIP) Rehabilitation for Vertical Sewer Structures" administered through the Purchasing Cooperative of America.

Assumptions and Qualifications

We have based this proposal on a recommended liner thickness for the Cured-in-Place Liner (CIP Liner) as shown in the price. This is based on the best available information at the time of this proposal. Existing sewer deterioration more than the conditions assumed, ground water loads more than those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary inspection phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Liner installations will be performed by Irehab USA or another Authorized Certified Installer. Installer will provide the materials, equipment and appropriate personnel required to prepare the structure surface and install the liner system, which includes pressure cleaning at a minimum of 4,000 psi, step removal, cementitious and/or chemical grout as needed. All traffic control will be handled by Irehab USA or other Authorized Certified Installer.

Prices quoted herein are for lining an estimated 39 manholes with the 68 oz CIP Liner. Price does not include removal/replacement of pipes or equipment or any sewage flow control or bypass pumping. Should there be additional footage lined that is greater than quoted herein, it shall be priced proportionally. Workable access to the manholes shall be provided by Flower Mound, TX.

Water shall be provided at no cost to Irehab USA for all construction phases of this project. Irehab USA will follow all required deposit, back-flow prevention, and metering procedures. We may require Flower Mound, TX's assistance regulating the lift station flows, as needed, during the cleaning and CIP Liner installation. A dumpsite shall be provided at no cost to Irehab USA by Flower Mound, TX for the appropriate disposal of trash debris.

Irehab USA can provide Flower Mound, TX payment and performance Bonds for the project, for an additional cost if requested. Certificate of Insurance will be provided following acceptance of this proposal.

Irehab USA to provide a 20-year warranty on materials and a 1-year warranty on labor to stop infiltration and future deterioration to Flower Mound, TX at completion of project.

Proposal Terms and Conditions

Terms and Conditions of The Purchasing Cooperative Contract are available upon request from the Purchasing Cooperative of America. Any changes to these conditions must be noted and agreed upon by both parties in writing.

Payment shall be made net 30 from date of monthly progress invoicing or final invoice.

Proposal Pricing

Flower Mound, TX					
Item #	Description	Unit	Estimated Quantity	Price	Extended Total
1	Depth 6'-10'	EA	30.0	\$ 12,625.00	\$ 378,750.00
2	Depth 10'-15'	EA	9.0	\$ 17,300.00	\$ 155,700.00
3	Project Scope Reduction		1.0	\$(145,000.00)	\$ (145,000.00)
Total					\$ 389,450.00

Quantities are estimated using the information provided by Flower Mound, TX and field measurements made by Infrastructure Rehabilitation USA, Inc. Actual quantities will be used for billing purposes and will not exceed the total price proposed.

OFFERED BY:**ACCEPTED BY:**

INFRASTRUCTURE REHABILITATION USA, INC.

Flower Mound, TX



THEODORE J. CASTEN
PRESIDENT & CEO

 SIGNATURE

cc: WILLIAM CASTEN
VP BUSINESS DEVELOPEMENT

 PRINTED NAME

 DATE

 TITLE



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

DATE: October 6, 2025
FROM: Meg Jakubik, Director of Budget Services
ITEM: **Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company's requested rate increase.**

BACKGROUND: On June 26, 2025, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the Town to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, the impact of this requested increase on an average residential customer would be about \$7.90 per month.

In a prior Town action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas ("PUC") where the appeal will be consolidated with Oncor's filing (PUC Docket No. 58306) currently pending at the PUC.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$0
N/A

LEGAL REVIEW: The town is using the Steering Committee of Cities Served by Oncor documents created by Lloyd Gosselink Rochelle & Townsend, P.C.

ATTACHMENTS:

1. Resolution - Oncor Rate Request Denial

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

**TOWN OF FLOWER MOUND
RESOLUTION NO. __25**

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the Town of Flower Mound, Texas ("Town") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Town is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 26, 2025, Oncor filed with the Town an application to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the Town to approve an 12.3% increase in residential rates and a 51.0% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

SECTION 1

That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the Town limits, are hereby found to be unreasonable and shall be denied.

SECTION 2

That the Company shall continue to charge its existing rates to customers within the Town.

SECTION 3

That the Town's reasonable rate case expenses shall be reimbursed in full by Oncor.

SECTION 4

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5

That a copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, Texas 78701.

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

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



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

DATE: October 6, 2025
FROM: Brian Waltenburg, Director of Public Works
ITEM: **Consider approval of an ordinance revising the organization of the Capital Improvements Advisory Committee (CIAC) pursuant to recent amendments to Chapter 395, Texas Local Government Code.**

BACKGROUND: The Town of Flower Mound, Texas, operates as a home rule municipality under its Charter in accordance with Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code. Under Chapter 395 of the Texas Local Government Code, the Town is authorized to adopt and assess impact fees on new development to fund or recoup the costs of capital improvements or facility expansions necessitated by that development. Section 395.058 further requires the establishment of a Capital Improvements Advisory Committee (CIAC) to advise and assist the Town in areas such as land use assumptions, capital improvement plans, and the implementation of impact fees. As a result of recent amendments to Chapter 395, effective September 1, 2023, the Town is required to revise its existing ordinance governing the CIAC to remain in compliance with state law. These updates reflect the Town's continued commitment to transparency, statutory compliance, and responsible infrastructure planning to support future growth.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

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

ATTACHMENTS:

1. CIAC Ordinance

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ARTICLE I, "IN GENERAL," OF CHAPTER 42, "IMPACT FEES," OF SUBPART A, "GENERAL ORDINANCES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, TO CREATE A CAPITAL IMPROVEMENTS ADVISORY COMMITTEE PURSUANT TO CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR THE COMPOSITION, ORGANIZATION, AND DUTIES OF THE COMMITTEE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 395 of the Texas Local Government Code authorizes municipalities to adopt and assess impact fees on new development in order to generate revenue to fund or recoup the costs of capital improvements or facility expansions necessitated by and attributable to the new development; and,

WHEREAS, Section 395.058 of the Local Government Code requires the governing body of a municipality with an impact fee program to establish a capital improvements advisory committee ("CIAC") to advise and assist the Town in adopting land use assumptions, reviewing capital improvement plans, and evaluating the implementation of and revenue from impact fees; and,

WHEREAS, the Town Council of the Town previously established a CIAC and, in light of recent amendments to Chapter 395 of the Local Government Code, now finds it appropriate to amend the ordinance governing the membership and authority of the CIAC; and,

WHEREAS, the Town Council of the Town finds that the amendments set forth herein are necessary to preserve and protect the public health, safety, and welfare of the Town and its residents;

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

SECTION 1.

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town Council, and they are hereby approved, adopted, and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2.

Article I, "In General," of Chapter 42, "Impact Fees," of Subpart A, "General Ordinances," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add a new Section 42-2 to read as follows:

"Sec. 42-2. – Capital improvements advisory committee.

- (a) An advisory board known as the "capital improvements advisory committee" ("CIAC") is hereby created pursuant to Chapter 395 of the Texas Local Government Code.
- (b) The membership of the CIAC shall consist of the following:
 - (1) The chair of the town's planning and zoning commission, who shall serve during their term as planning and zoning chair and shall be designated as place one.
 - (2) The vice-chair of the town's planning and zoning commission, who shall serve during their term as planning and zoning vice-chair and shall be designated as place two.
 - (3) The chair of the town's transportation commission, who shall serve during their term as transportation chair and shall be designated as place three.
 - (4) Three (3) representatives of the real estate, building, or development industries, who are not employees or officials of the town, appointed by a majority vote of the town council. The industry representative members shall be designated as places four through six.
- (c) Each member shall be a resident and qualified voter of the town at the time of appointment. A member who ceases to reside in the town during their term of office shall immediately forfeit their office.
- (d) Members shall serve without compensation.
- (e) A majority of the CIAC shall constitute a quorum to do business, and the affirmative vote of a majority of those present shall be necessary to pass any motion. The presence of a quorum of the board shall be required

before a board meeting may be called to order. The CIAC shall meet not less than two (2) times per calendar year.

- (f) The town council hereby authorizes the CIAC to establish rules and procedures to govern its operation. In the event a question over procedures arises, Robert's Rules of Order shall prevail.
- (g) The chair of the planning and zoning commission shall serve as chair of the CIAC and shall preside over meetings for all matters before the committee. The chair shall vote only in the event of a tie. In the absence of the chairperson, the vice-chairperson shall assume the duties of the chairperson, and while acting as chair, the vice-chairperson shall retain the right to vote. In the event of the absence of both the chairperson and vice-chairperson, any member of the board may be selected as the acting chairperson for that particular meeting by majority vote of the members present. Any board member acting as chairperson shall retain the right to vote. No member shall be required to act as chairperson if the member so declines.
- (h) The director of public works shall assign a staff member to serve as liaison to the CIAC, which staff member shall be responsible for the recording of minutes of all CIAC meetings.
- (i) The CIAC shall serve in an advisory capacity and shall perform the duties and responsibilities required by Section 395.058 of the Texas Local Government Code, including but not limited to:
 - (1) Advising and assisting the town in adopting land use assumptions;
 - (2) Reviewing the capital improvements plan and filing written comments;
 - (3) Monitoring and evaluating implementation of the capital improvements plan;
 - (4) Filing semiannual reports on the progress of the capital improvements plan and reporting to the town council any perceived inequities in implementing the plan or imposing impact fees;
 - (5) Advising the town council of the need to update or revise land use assumptions, capital improvement plans, and impact fees; and
 - (6) Performing all other powers and duties as may be conferred by the town council by ordinance or resolution.
- (j) Terms of office; vacancies.

- (1) The term of office of industry representative members of the board shall be for three (3) years. Except as provided in subsection (j)(2), industry representatives appointed under subsection (b)(4) shall serve three-year terms ending on September 30 of the applicable term year, or until a successor is appointed and qualified.
- (2) The initial terms of industry representatives shall expire as follows: the term of place four shall expire on September 30, 2026; the term of place five shall expire on September 30, 2027; and the term of place six shall expire on September 30, 2028. Thereafter, all industry representative terms shall be subject to subsection (j)(1) above.
- (3) Members may be reappointed. In the event of a vacancy on the board, an appointment to fill a vacancy shall be for the unexpired portion of the term. Service of a partial unexpired term shall not preclude reappointment to a full term.

Secs. 42-3—42-30. - Reserved.”

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

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

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



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

DATE: October 6, 2025
FROM: Rachel Hadidi, Director of Library Services
ITEM: **Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services benefiting the citizens of Denton County, and authorize the Mayor to execute the agreement on behalf of the Town. The agreement includes the receipt of \$73,200 in funding from Denton County to support the provision of these services.**

BACKGROUND: Since 1985, the Town has annually received funding from Denton County in exchange for providing library services to residents of the county. The 2025-2026 amount of \$73,200 represents an increase of \$1,400 dollars over 2024-2025.

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$73,200

Proposed Expenditure/(Revenue)
\$(73,200)

Account Number(s):
100-4650

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

ATTACHMENTS:

1. 2025-2026 ICA Library Services - Flower Mound
2. EXHIBIT A -DCLAB FUNDING FY2026

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

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

FLOWER MOUND PUBLIC LIBRARY

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the Town of Flower Mound, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2025.

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

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

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

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

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

I.

The term of this Agreement shall be for the period from October 1, 2025, through September 30, 2026.

II.

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

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

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

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

VIII.

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

IX.

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

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

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

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **SEVENTY THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$73,200.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable annually to the **MUNICIPALITY** commencing on or about October 1, 2025. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A."

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

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

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

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2025.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

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

EXECUTED this _____ day of _____, 20____.

DENTON COUNTY, TEXAS

TOWN OF FLOWER MOUND, TEXAS

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

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

AUDITOR'S CERTIFICATE

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

Denton County Auditor

EXHIBIT A

DENTON COUNTY LIBRARY'S FUNDING (FY 2026)

PER CAPITA: \$ 0.338302
MATCHING: \$ 10,000.00

DENTON COUNTY POPULATION:
POPULATION OF CITIES WITH LIBRARIES
REMAINING POPULATION

1,068,355
397,677
670,678

	TOTAL	CITY	COUNTY	PER CAPITA	MATCHING	TOTAL	ROUNDED
LIBRARY	POP	POP	allocation	ALLOCATION	FUNDS		
AUBREY	64,965	24,182	40,783	\$ 21,978	\$ 10,000	\$ 31,978	\$ 32,000
FLOWER MOUND	216,236	80,490	135,746	\$ 73,153	\$ -	\$ 73,153	\$ 73,200
JUSTIN	20,248	7,537	12,711	\$ 6,850	\$ 10,000	\$ 16,850	\$ 16,900
KRUM	17,956	6,684	11,272	\$ 6,075	\$ 10,000	\$ 16,075	\$ 16,100
LEWISVILLE	374,956	139,571	235,385	\$ 126,848	\$ -	\$ 126,848	\$ 126,900
LITTLE ELM	164,797	61,343	103,454	\$ 55,751	\$ 10,000	\$ 65,751	\$ 65,800
PILOT POINT	19,300	7,184	12,116	\$ 6,529	\$ 10,000	\$ 16,529	\$ 16,600
PONDER	8,196	3,051	5,145	\$ 2,773	\$ 10,000	\$ 12,773	\$ 12,800
ROANOKE	27,297	10,161	17,136	\$ 9,235	\$ 10,000	\$ 19,235	\$ 19,300
SANGER	27,311	10,166	17,145	\$ 9,239	\$ 10,000	\$ 19,239	\$ 19,300
THE COLONY	127,092	47,308	79,784	\$ 42,996	\$ 10,000	\$ 52,996	\$ 53,000
TOTAL	1,068,355	397,677	670,678	\$ 361,427	\$ 90,000	\$ 451,427	\$ 451,900
Aubrey Population:							
Aubrey	9,801						
Crossroads	2,000						
Krugerville	2,023						
Providence	10,358						
Total	24,182						
Ponder Population:	2,851						
Dish (Interlocal Agreement)	200						
Total	3,051						



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

DATE: October 6, 2025
FROM: Jose Mendez, Director of Information Technology
ITEM: **Consider the approval of a three-year Professional Service Agreement renewal with Esri in the amount of \$60,300.00/yr; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: The Town's Geographic Information System (GIS) is a core tool supporting daily operations, infrastructure management, public safety, planning, and resident engagement. The Town's current enterprise agreement with Esri provides cost-effective access to industry-leading GIS software, cloud solutions, and technical support.

Renewing the three-year agreement ensures continuity of services, enhances operational efficiency, supports transparency through public-facing data and mapping tools, and positions the Town to leverage the latest innovations in GIS technology. Approval of this renewal represents a strategic investment in efficiency, accountability, and long-term community benefit.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$180,900.00 - 3 years

Proposed Expenditure/(Revenue)

\$60,300.00 - per year

Account Number(s):

100-655-59110-5110

LEGAL REVIEW: Bessie Bronstein, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the (contract, agreement, ordinance, resolution, etc.) as to form and legality.

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

The Town's standard (construction agreement, professional service agreement, etc) 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. Town of Flower Mound_SGEA_Addendum_00345155.0_Final

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

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

Discuss and provide staff with direction.

Action will be considered following the second public hearing.

Addendum To SGEA No. 00345155.0



This Addendum (“**Addendum**”) forms part of the **Small Enterprise Agreement County and Municipality Government 00345155.0** (“**Agreement**” or “**SGEA**”) entered into by and between **Town of Flower Mound** (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**, collectively referred to as the “**Parties**.” Notwithstanding the Agreement’s statement that “no modifications can be made to this Agreement,” Customer and Esri agree to the following additional terms and conditions:

1. For clarity, the Parties agree the attached Master Agreement Products and Services, with footer date February 14, 2025, shall apply for the term of this Agreement.
2. **Indemnity and Exculpatory Provisions.** Customer is a Texas home-rule municipality. Accordingly, any and all provisions, terms, or conditions in this Agreement requiring Customer to defend or indemnify Esri or any third-party from any and all costs, liabilities, penalties, sanctions, fines, or any other claims whatsoever, that may be construed as creating an unconstitutional debt, are void and of no effect and shall be construed as against public policy in accordance with the Texas Constitution and the laws of the State of Texas.
3. **Gift to Public Servant.** Customer may terminate this Agreement immediately and without any liability if Esri has offered or agreed to confer any benefit upon a Customer employee or official that the Customer employee or official is prohibited by law from accepting.
4. **Texas Public Information Act.** Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to the Agreement shall be subject to the Texas Public Information Act (“Act”) and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.
5. **Esri Governmental Functions and Immunity.**
 - A. **Immunity Retained.** The Parties hereby acknowledge and agree that Customer is entering into this Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town of Flower Mound, the general public, and the State of Texas, and nothing contained in this Agreement shall be construed as constituting a waiver of the Customer’s governmental immunity from suit or liability, which is expressly reserved to the extent allowed by Texas law.
 - B. **Rights Retained.** The Customer expressly reserves its legislative and municipal police power in accordance with the laws of the state of Texas. Any provision, term, or condition in this Agreement requiring the Customer to waive its rights under the Texas or Federal Constitution, or under any foreign law(s), or limiting the claims or remedies available to the Customer, or unless permitted by applicable law, requiring settlement of claims through binding mediation or arbitration are void and shall be given no effect. The Parties will comply with mandatory dispute resolutions under applicable law.
6. **Payments.** Notwithstanding any other provision to the contrary in this Agreement, Customer shall pay Esri the amounts due in accordance with the Texas Prompt Payment Act, Texas Gov’t Code Ch. 2251. Despite any other provision to the contrary in this Agreement, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov’t Code Ch. 2251. Customer is tax exempt and shall not be subject to or pay for any charges for taxes under this Agreement, to the extent Customer remains exempt from taxes and provides a copy of its tax exempt certification upon request by Esri. All payments by the Customer under this Agreement, including any provision in this Agreement relating to penalties, overages, interest, collections, or any other additional costs, shall be subject to the annual appropriation of public funding budgeted for the specific purposes of this Agreement in accordance with the Customer’s Charter and Texas law.

7. **Additional Verifications.** To the extent required by Texas law, Esri verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of this Agreement discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this Agreement; and (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of this Agreement.
8. In the event of any conflict between either the terms and provisions of this Addendum and the provisions of the Agreement, this Addendum will control.

Except as may be specifically modified by this Addendum all other terms and conditions of the Agreement and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date of the last party to sign below.

TOWN OF FLOWER MOUND

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



September 15, 2025

Mr. Andrew Lupher
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028-2602

Dear Andrew,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Sean Gill



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-557939

Date: September 15, 2025

Customer # 40736 Contract # ENTERPRISE AGREEMENT

Town of Flower Mound
Information Technology Dept
2121 Cross Timbers Rd
Flower Mound, TX 75028-2602

ATTENTION: Andrew Lupher
PHONE: 972-874-6057 x9934
EMAIL: andrew.lupher@flower-mound.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/15/2025 To: 12/14/2025

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$180,900.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$180,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Sean Gill

Email:
s.gill@esri.com

Phone:
(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # 00345155.0



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
---	---

Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Revised February 14, 2025
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement (“**Agreement**”) is between you (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer’s payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer’s own internal use in conjunction with Customer’s authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

“Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved.”

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer’s benefit and (ii) use Esri Offerings exclusively for Customer’s benefit. Customer will be solely responsible for its consultants’ and contractors’ compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer’s benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Anonymous Users”** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer’s Value-Added Applications.
- b. **“App Login Credential(s)”** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **“Commercial App Deployment License”** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **“Concurrent Use License”** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **“Deployment License”** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer’s end users.
- f. **“Deployment Server License”** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **“Development Server License”** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **“Development Use”** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **“Failover License”** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- j. **“Named User(s)”** is Customer’s employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer’s exclusive benefit. For educational use, Named Users may include registered students.
- k. **“Named User Credential(s)”** means an individual person’s login and associated password enabling that person to access and use Products.
- l. **“Named User License”** means the right for a single Named User to use a specific Esri Offering.
- m. **“Online Services Subscription”** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. **“Redistribution License”** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- o. **“Server License”** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **“Sharing Tools”** means publishing capabilities included with Customer’s authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- q. **“Single Use License”** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user’s exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

- r. **“Staging Server License”** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer’s licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer’s total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
 - 4. Move Software in the licensed configuration to a replacement computer;
 - 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 - 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use.

- a. **Online Services Descriptions.** Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days’ notice of material changes and 90 days’ notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer’s operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer’s use of Sharing Tools is at Customer’s sole risk.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

- a. **Named Users.**
 - 1. Named User login credentials are for designated users only and may not be shared with other individuals.

2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
 3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.
- b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

2.6 Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

2.7 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.

- b. **“Esri Content Package(s)”** means a digital file containing Online Services basemap Data extracted from the Online Services.
- c. **“Street Data”** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:
 - 1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
 - 2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.
- c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer’s public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer’s business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

3.3 Use Restrictions.

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data*. Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data*. Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data*. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Michael Bauer Research International Boundaries Data (“MBR Data”)*. Customer’s right to use data downloaded to Customer’s premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor's own standard support policy and in accordance with the Esri Product Life Cycle Support Policy.

5.0 PROFESSIONAL SERVICES

5.1 Definition. The following definition supplement the definitions provided in Attachment A:

- a. **"Professional Service Package(s)"** means a predefined unit of Professional Services, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables. Esri or its licensors own and retain ownership of Deliverables.

5.5 Acceptance.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
 - 1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 - 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 - 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
- c. **For Time and Materials Task Orders.**
 - 1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Esri may escalate hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
 - 2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will

include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.

- e. **“Esri Training Event(s)”** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **“Esri Training Representative”** means Customer’s primary Esri liaison in organizing private Esri Training Events.
- g. **“Student(s)”** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **“Training Pass”** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **“Esri Mobile Router”** means a service in which Esri will deliver and setup a mobile router at the Customer’s site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **“Learning Management System”** or **“LMS”** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of reserving it to the Customer’s internal employees.

7.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri’s Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer’s Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri’s training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with

the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;

- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 - 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 - 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 - 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass policies and redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service.

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System.

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Activity Description”** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **“Advantage Program”** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **“Authorized Contact”** means Customer’s point of contact for the Advantage Program identified below.
- d. **“Learning and Services Credits”** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **“Premium Support Services”** or **“PSS”** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **“Advisor”** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program’s implementation through definition of Customer’s GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
Address: _____
City, State, ZIP: _____

Email: _____
Telephone: _____
Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

“Affiliate” means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where “Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“API” means application programming interface.

“ArcGIS Website” means www.arcgis.com and any related or successor websites.

“Authorization Code(s)” means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

“Beta” means any alpha, beta, or other prerelease version of a Product.

“Cloud Services” means Online Services and Esri Managed Cloud Services.

“Content” means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

“Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“Customer Content” means any Content that Customer provides, uses, or develops in connection with Customer’s use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

“Data” means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

“Deliverables” means anything that Esri delivers to Customer as a result of performance of Professional Services.

“Documentation” means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

“Esri Managed Cloud Services” means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer’s end users via the Internet.

“Esri Offering(s)” means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

“GIS” means geographic information system.

“Maintenance” means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered “as is” and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered “as is” and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom

AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

- (a) **Neither Customer, Esri, nor any Esri authorized distributor or third-party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.**
- (b) **Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.**

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnatee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.esri.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport,

transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - 2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may

include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

ATTACHMENT C
SAMPLE TASK ORDER
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("**Esri**"), and _____ ("**Customer**"),

("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, and email address]*
Esri Contract Specialist: *[insert name, telephone, and email address]*
Customer Project Manager: *[insert name, telephone, and email address]*
Customer Contract Contact: *[insert name, telephone, and email address]*
Customer Accounts Payable Contact: *[insert name, telephone, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: _____
[sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: _____
[sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____



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

DATE: October 6, 2025
FROM: Melissa Demmitt, Director of Communications
ITEM: **Consider approval of the purchase and installation of audio/visual (A/V) upgrades for Jody Smith Hall from Forte through The Interlocal Purchasing System (TIPS) in the amount of \$321,245.60.**

BACKGROUND: The Town of Flower Mound is moving forward with the purchase of a new audio/visual (A/V) broadcast system for the Council Chambers to address ongoing issues with our aging equipment. Over time, critical components of the current system have begun to fail, including the audio mixer, microphones, microphone controllers, camera switcher, system controller, cameras, and other supporting items. These failures have resulted in unreliable performance, such as non-functioning microphone channels, persistent software errors, and cameras that no longer hold presets or maintain proper image quality.

To ensure continued quality broadcasts of Council meetings and other public programming, the Town has selected an upgrade proposal from Forte, a trusted company with global experience in this field. The new system will feature a Tricaster Vizion switcher to manage all broadcast operations, five Panasonic AW-UE50KPJ PTZ cameras, a Crestron controller for lighting and system functions, Televic microphones with base control units, a QSC audio mixer, and new switches to handle routing from dais computers, the podium, video wall, and other sources. Forte will also be running new Cat6 cables to many of the hardware systems throughout the Council Chambers.

Forte has been very responsive and collaborative throughout this process, working closely with staff to design a solution that meets the Town's needs and budget. This upgrade will provide a reliable, modern system that ensures professional-quality broadcasts and supports transparency and communication with our residents.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: PEG funds in the amount of 321,245.60.

Proposed Expenditure/(Revenue)
321,245.60

Account Number(s):
317-270-84510-6120

LEGAL REVIEW: This is a TIPS contract, and per purchasing, does not require legal review.

ATTACHMENTS:

1. Forte A/V Agreement

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

Retail Sales Agreement



Reference Number: 1375585
Date: September 26, 2025

The Town of Flower Mound - Flower Mound, TX Site - City
Council Broadcast Refresh REV2 - 1 Year

Prepared By: John Pomponio
Phone: 469-359-4085
Email: john.pomponio@ourforte.com

FORTÉ
1201 Lakeside Parkway, Flower Mound, TX 75028
Phone: (972)830-2695
Fax: (469)359-4099

COMPANY

The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Contact: Adam Spiess
Phone:
Email: adam.spiess@flowermound.gov
Account Number: TTO002

PROJECT SITE

The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Contact: Adam Spiess
Phone:
Email: adam.spiess@flowermound.gov
Account Number: TTO002

INVOICE TO

The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Contact: Adam Spiess
Phone:
Email: adam.spiess@flowermound.gov
Account Number: TTO002

COMMENTS

- TIPS 230105 applicable
- Drawings will only consist of all FORTÉ provided equipment in this bill of materials.

PRODUCTS AND SERVICES SUMMARY

Equipment	\$203,875.98
Integration	\$104,654.62
PRO Support	\$0.00
Shipping & Handling	\$12,715.00
Tax	\$0.00
Grand Total	\$321,245.60

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

FORTÉ uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at <https://www.ourforte.com/terms-and-conditions>) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

FORTÉ

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
TARIFF_SURCHARGE		Tariff Surcharge Contingency Budget	1	\$6,639.82	\$6,639.82
Sub-Total:					\$6,639.82
Town of Flower Mound - Council Chambers					
71.98.0133	TELEVIC	Confidea FLEX Mike is a touch enabled tabletop conference unit	19	\$930.38	\$17,677.22
71.98.0094	TELEVIC	MIKE PLM401F-GSM immune gooseneck microphone of 40 cm with push & lock mechanism	19	\$221.52	\$4,208.88
71.98.2904	TELEVIC	PLIXUS AE-R + DANTE	1	\$5,121.52	\$5,121.52
71.98.2931	TELEVIC	Spare power supply for Plixus AE-R	1	\$292.41	\$292.41
71.98.2911	TELEVIC	Plixus Network Extender	1	\$1,577.22	\$1,577.22
71.98.2915	TELEVIC	Plixus NEXT PS Power supply for Plixus NEXT Device where larger Plixus PS is not needed.	1	\$360.76	\$360.76
71.98.3001	TELEVIC	Confero Advanced Audio License	1	\$1,905.06	\$1,905.06
99.06.0012	TELEVIC	Complimentary 1hr online project review by a Televic Representative. To be scheduled before system	1	\$0.00	\$0.00
99.06.0004	TELEVIC	1-Year Service Level Agreement	1	\$1,537.50	\$1,537.50
CORE 610	QSC	Network Core for AV&C processing built on Dell PowerEdge Server Technology offering 256x256 networked audio channels with 8x8 Software-based Dante license included, dual Ethernet ports for network red	1	\$9,765.00	\$9,765.00
CX-Q 8K8	QSC	8-Channel 1000W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inputs, 100-240V.	1	\$5,816.25	\$5,816.25
QIO-L4O	QSC	Q-SYS peripheral providing 4 line outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	4	\$450.00	\$1,800.00
QIO-ML4I	QSC	Q-SYS peripheral providing 4 mic/line inputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	4	\$586.50	\$2,346.00
SS-EMA-S-P	QSC	Reflect Plus Tier - one System per month	36	\$16.50	\$594.00
DVS-TK-RES	AUDINATE	Dante Virtual Soundcard Software Token	1	\$48.90	\$48.90
I/O USB BRIDGE	QSC	Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers driverless USB 2.0 connection. Includes dual LAN connections.	1	\$1,650.00	\$1,650.00
NV-21-HU	QSC	4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output.	1	\$1,800.00	\$1,800.00
HI5-PLUS	AJA	3G-SDI to HDMI with PsF to P support, Includes 1 Meter HDMI Cable	16	\$492.19	\$7,875.04
TBD-MATERIAL	Custom Cable C	6 Foot Belden 4855R 12G Rated Standard BNC Male to High Density Micro Right Angle BNC Male 3G/6G/12G HD-SDI Mini RG59 Video Adapter Cable	16	\$54.44	\$871.04
TBD-MATERIAL	CANARE	Canare 161U-BJRUk 12G A/V BNC Flush-Mount Panel	1	\$204.19	\$204.19
QIO-ML2X2	QSC	Q-SYS peripheral providing 2 mic/line inputs and 2 line outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	1	\$549.75	\$549.75
MX418/C	SHURE	Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen	1	\$245.81	\$245.81
MX424/C	SHURE	Gooseneck, 24" with cardioid	1	\$232.75	\$232.75

MXWAPX4=-Z10	SHURE	Access Point - 4 Ch.	1	\$2,645.75	\$2,645.75
MXW2X/BETA58=-Z10	SHURE	Microphone - Handheld - BETA58 Cartridge	4	\$627.00	\$2,508.00
MXWNDX4	SHURE	Networked Dock - 4 Bay	1	\$882.31	\$882.31
AM3-212 KIT	CRESTRON	AirMedia Series 3 Kit with AM-3200-WF Receiver, two AM-TX3-100 Adaptors, and Cradle	1	\$2,581.25	\$2,581.25
AM-TX3-100	CRESTRON	AirMedia Series 3 Connect Adaptor	2	\$500.00	\$1,000.00
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Decoder	2	\$893.75	\$1,787.50
SP-0108-SCL	WYRESTORM	4K60Hz 4:4:4 1x8 HDMI Splitter Dolby Vision & HDR EDID Management Down-Scaling Audio De-embed	3	\$371.25	\$1,113.75
EXP-SW-0201-8K	WYRESTORM	8K60Hz 4:4:4 2x1 HDMI Switcher Dolby Vision & HDR ARC Audio De-embed EDID Management	18	\$218.75	\$3,937.50
CP4N	CRESTRON	4-Series Control System	1	\$1,949.37	\$1,949.37
TS-1070-GV-B-S	CRESTRON	10.1 in. Tabletop Touch Screen, Government Version, Black Smooth	2	\$2,068.35	\$4,136.70
TSD-2220-B	CRESTRON	21.5 in. HD Touch Screen Display, Black	1	\$1,392.41	\$1,392.41
DGE-1000	CRESTRON	Digital Graphics Engine 1000	1	\$1,898.73	\$1,898.73
33-387-085	ERGOTRON	ERGOTRON NEO-FLEX TOUCHSCREEN STAND LCD MOUNT TILT/PAN FITS 27IN	1	\$123.14	\$123.14
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Decoder	8	\$905.06	\$7,240.48
DM-NVX-E30	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Encoder	8	\$905.06	\$7,240.48
DM-NVX-D30C	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Decoder Card	8	\$905.06	\$7,240.48
DM-NVX-E30C	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Encoder Card	8	\$905.06	\$7,240.48
DMF-CI-8	CRESTRON	DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	2	\$1,375.00	\$2,750.00
AW-UE50KPJ	PANASONIC	4K/30P w/ SDI & HDMI;PTZ Camera Controller	5	\$5,131.20	\$25,656.00
BDL-000000104	VIZRT	TC Vizion Tower 16 Flex Control Panel Promotion	1	\$37,076.09	\$37,076.09
GSM4248UX-100NAS	NETGEAR	AV LINE M4250-40G8XF-POE++40X1G MANAGED SWITCH	2	\$5,178.22	\$10,356.44

LABOR

Engineering & Drawings	\$18,211.20
Project Management	\$14,637.44
Programming	\$18,087.12
Cable Placement	\$9,709.70
In Shop Fabrication	\$2,339.36
On Site Integration	\$22,193.60
Testing & Acceptance	\$13,497.12
Training	\$1,499.68
Integration Cables & Connectors	\$4,479.40

Sub-Total: Town of Flower Mound - Council Chambers

\$301,890.78

Total:

\$308,530.60

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: FORTÉ is pleased to offer our proposal to assist the Town of Flower Mound update the av technology of their Council Chambers. Our proposal consists of replacing the Dias microphones, replacing the video distribution system with a scalable video over IP solution, and replacing and reconfiguring the control system.

B. SYSTEM DESCRIPTION:

Council Chambers System

- Functionality Description: Council Chambers system with video presentation, discussion microphones, and video broadcasting capabilities.
- Displays:
 - o FORTÉ will utilize the existing Owner provided equipment:
 - Absen video wall and LED Pro-HDS video wall controllers.
 - Wall mounted confidence monitor above booth window.
- Source Devices:
 - o FORTÉ will utilize the existing Owner provided equipment:
 - One - A-List Broadcast Automation computer will be integrated with the new VizRT production system.
 - One - Ross 22 slot open gear card frame.
 - o FORTÉ will provide and install:
 - One – Crestron AirMedia wireless video presentation system at the Lectern. System will include:
 - Four – Wireless video transmitters
 - One – Desktop cradle for four transmitters.
 - One – VizRT Vizion video production system including:
 - Eight SDI inputs and eight outputs.
 - Forty-four NDI video inputs.
 - One – Flex video control surface with PTZ camera control.
- Audio:
 - o FORTÉ will utilize the existing Owner provided equipment:
 - One – Audio press box for system audio output feeds to remote connections.
 - o FORTÉ will provide and install:
 - Eighteen – Televic discussion microphone units for each council member. Discussion units have voting capabilities that can be enabled via a software license in the future.
 - One – 18" Gooseneck microphone at the Lectern.
 - One – 24" Gooseneck microphone to be used for taller users at the Lectern.
 - One – QSC digital audio processor to manage the analog and network audio.
- Conferencing:
 - o FORTÉ will utilize the existing Owner provided Zoom meeting PC.
 - FORTÉ will provide and install One QSC I/O bridge to feed system audio and camera video to the Zoom pc.
 - o FORTÉ will provide and install:
 - Five – Panasonic 4K PTZ cameras. Existing cameras will be removed and turned over to the owner. The existing mounts will be utilized to minimize any damage to the walls.
- Networking:
 - o FORTÉ will provide and install:
 - Two – Netgear AV Line 40 port POE++ network switches to manage the digital audio, the video over IP and the control systems.
- Controls:
 - o FORTÉ will provide and install:
 - One – Crestron control processor will be configured to control the new system. Controls will include:
 - Video routing to the Dias monitors, the video wall, the confidence monitor, and the Zoom pc video ingest.
 - Audio controls for the microphones and program audio levels.
 - APCR On/Off control to enable the automatic camera preset recalls.
 - PTZ Camera controls and Dias member presets.
 - Lighting preset recalls.
 - One - 10" Control panel at the end of the Staff bench to provide system controls.
 - One – 21.5" Control panel with stand to provide advanced system controls at the broadcast booth.
- Equipment Location:
 - o FORTÉ will utilize the existing Owner provided equipment:
 - Existing equipment racks.

- Client Responsibilities:
 - o The proposed system requires electrical power, data and wire containment. The customer is responsible for providing the following:
 - Cable path and containment from the equipment room to the Dias bench.
 - Cable path and containment from the equipment room to the video cameras.
 - Any drilling or cutting into the Dias bench.
 - Cable path from under the Dias bench to the digital name plates.
 - o Network drops:
 - One at Lectern.
 - One at Production Desk.
 - One at the equipment rack.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *FORTÉ is not responsible for building-related vibrations
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by FORTÉ. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per FORTÉ specification.
- Site preparation will be verified by FORTÉ project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by FORTÉ project manager.
- In the event of any arrival to the site that FORTÉ is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse FORTÉ for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of FORTÉ technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, FORTÉ assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before FORTÉ integration begins. FORTÉ will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, FORTÉ Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

FORTÉ will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. FORTÉ INTEGRATION SERVICES RESPONSIBILITIES

FORTÉ will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of FORTÉ personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

ENGINEERING SERVICES

ENGINEERING SCOPE OF WORK

A. SUMMARY: FORTÉ is pleased to offer our proposal to assist the Town of Flower Mound update the av technology of their Council Chambers. Our proposal consists of replacing the Dias microphones, replacing the video distribution system with a scalable video over IP solution, replacing the existing control system, and adding digital name plate displays for each council member at the Dias bench.

B. SYSTEM DESCRIPTION:

Council Chambers System

- Functionality Description: Council Chambers system with video presentation, discussion microphones, and video broadcasting capabilities.
- Displays:
 - o FORTÉ will utilize the existing Owner provided equipment:
 - Absen video wall and LED Pro-HDS video wall controllers.
 - Wall mounted confidence monitor above booth window.
 - o FORTÉ will provide and install:
 - Eighteen – 24” 1080p Dias name plate displays installed on the Dias bench in front of each council member.
 - The council member name displays will be editable via the provided control panel.
- Source Devices:
 - o FORTÉ will utilize the existing Owner provided equipment:

- One - A-List Broadcast Automation computer will be integrated with the new VizRT production system.
 - One - Ross 22 slot open gear card frame.
- o FORTÉ will provide and install:
 - One – Crestron AirMedia wireless video presentation system at the Lectern. System will include:
 - Four – Wireless video transmitters
 - One – Desktop cradle for four transmitters.
 - One – VizRT Vizion video production system including:
 - Eight SDI inputs and eight outputs.
 - Forty-four NDI video inputs.
 - One – Flex video control surface with PTZ camera control.
- Audio:
 - o FORTÉ will utilize the existing Owner provided equipment:
 - One – Audio press box for system audio output feeds to remote connections.
 - o FORTÉ will provide and install:
 - Eighteen – Televic discussion microphone units for each council member. Discussion units have voting capabilities that can be enabled via a software license in the future.
 - One – 18” Gooseneck microphone at the Lectern.
 - One – 24” Gooseneck microphone to be used for taller users.
 - One – QSC digital audio processor to manage the analog and network audio.
 - One – Listen Technologies assisted listening system including:
 - Four – Audio receivers with earphone and neck loop lanyard
 - One - Charging docking station
 - One - Auri Assistive Listening Signage Kit.
- Conferencing:
 - o FORTÉ will utilize the existing Owner provided Zoom meeting PC.
 - FORTÉ will provide and install One QSC I/O bridge to feed system audio and camera video to the Zoom pc.
 - o FORTÉ will provide and install:
 - Five – Panasonic 4K PTZ cameras. Existing cameras will be removed and turned over to the owner. The existing mounts will be utilized to minimize any damage to the walls.
- Networking:
 - o FORTÉ will provide and install:
 - Three – Netgear AV Line 40 port POE++ network switches to manage the digital audio, the video over IP and the control systems.
- Controls:
 - o FORTÉ will provide and install:
 - One – Crestron control processor will be configured to control the new system. Controls will include:
 - Video routing to the Dias monitors, the video wall, the confidence monitor, and the Zoom pc video ingest.
 - Audio controls for the microphones and program audio levels.
 - APCR On/Off control to enable the automatic camera preset recalls.
 - PTZ Camera controls and Dias member presets.
 - Lighting preset recalls.
 - One - 10” Control panel at the mayor position to provide Lectern microphone and audio controls.
 - One - 10” Control panel at the end of the Staff bench to provide system controls.
 - One – 21.5” Control panel with stand to provide advanced system controls at the broadcast booth.
- Equipment Location:
 - o FORTÉ will utilize the existing Owner provided equipment:
 - Existing equipment racks.
- Client Responsibilities:
 - o The proposed system requires electrical power, data and wire containment. The customer is responsible for providing the following:
 - Cable path and containment from the equipment room to the Dias bench.
 - Cable path and containment from the equipment room to the video cameras.
 - Any drilling or cutting into the Dias bench.
 - Cable path from under the Dias bench to the digital name plates.
 - o Network drops:
 - One at Lectern.
 - One at Production Desk.
 - One at the equipment rack.

ENGINEERING SERVICES TO BE PROVIDED

FORTÉ will work with the Customer and any related design professionals selected (architects, engineers, etc.) to provide initial and ongoing audiovisual systems design and engineering support for this project.

FORTÉ strongly encourages the fostering of a truly open, cooperative “design team” approach, with team members bringing unique, valuable insight from their special perspective to the team.

The goal of these services is as follows:

- Understand clearly the current and future AV needs of the Customer.
- Provide accurate construction documents for the implementation of the AV-related infrastructure.
- Provide an overall AV plan that will allow for the procurement of appropriate AV equipment and installation, complete with system diagrams, ensuring correct integration of the equipment.
- Compile the data gathered during the engineering process into an Integration Agreement for a turnkey installation of all AV systems, with the added value of a seamless integration process.

The Design Process can be modified at any time per the direction of the Customer – otherwise, it shall follow this general outline:

AV Program Review / Verification – The FORTÉ design team will obtain from the Customer the operational specifications desired for the audio and video systems within the designated facility. Additional facility information will be required, including the building's electrical and structural infrastructure, as well as the physical sizes of each room or space. Using compatible AutoCAD drawings, the integration of desired AV systems within available spaces will be visualized. During this initial design phase, various equipment options, with an eye toward future expandability while maintaining current value, will be suggested.

Budget Verification – The FORTÉ design team will create a project scope compiled from the information received from the Customer. FORTÉ will generate cost estimates for the various systems as outlined above and compare these budget estimates to any initial AV budgets. This process will reaffirm the exact direction that engineering resources should target in the next phase.

Initial Design – During this phase, FORTÉ will begin applying the above-defined systems in detail to the various areas of the Customer facility. Further communications between the Customer and the other design team members, as various options are explored, will be necessary at this time. Typical deliverables from this phase would include the following drawings and/or documents.

- Preliminary AV Floor Plan and Elevations detailing locations of all AV devices
- Preliminary Projection Geometry detailing projection/screen locations with viewing angles, mounting details, etc.
- Preliminary AV Technical Power, Conduit Plans, and Riser Drawings
- Preliminary AV Video Flow
- Preliminary AV Audio Flow
- Preliminary AV Control Flow
- Preliminary AV Rack Layouts
- Preliminary Equipment Lists
- Preliminary Budget Estimates

Submittal of the above for the various rooms will be a progressive process, with most critical drawings being submitted first, allowing construction details to be available on an as-needed basis. During this process (modifications to the preliminary plans, due to a variety of considerations: architectural/aesthetic considerations, budget reviews, etc.), electronic exchange of AutoCAD drawings between all the team members will facilitate a quick exchange of updates. Specific design freeze dates will be established with all parties to facilitate timely submittals and help manage the Customer's end cost. All changes are to be reviewed and approved by all parties.

Final Systems Design – The changes made in the previous phase to the preliminary designs will be updated and regenerated as “final” construction documents. FORTÉ will typically work from background drawings from an architect under contract to the Customer, entering AV-specific data and returning these back to the architect (or other Customer retained design professional) for integration into final construction documents.

Project Specifications Document – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and any pricing not already included in the quote for complete integration. This document will include the following system diagrams and documents.

- AV Floor Plan and Elevations detailing locations of AV devices
- AV Video Flow
- AV Audio Flow
- AV Control Flow
- Equipment lists as specified
- System infrastructure requirements, including cable and termination specifications
- System operational and post-operational requirements
- Project Scope of Work
- Project costs
- Project Integration Agreement



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

DATE: October 6, 2025
FROM: Rachel Hadidi, Director of Library Services
ITEM: **Consider approval for the sale and consumption of alcoholic beverages (beer and wine) at the Flower Mound Public library during 2026 Taste of Flower Mound event (a fundraiser for the Friends of the Library organization). The event is scheduled for Friday, February 6, 2026, from 6:00 p.m. to 8:00 p.m., during hours when the Library is closed to the public.**

BACKGROUND: Friends of the Flower Mound Public Library respectfully requests approval from the Town Council to serve wine at its upcoming Taste of Flower Mound fundraiser, scheduled for Friday, February 6, from 6:00 p.m. to 8:00 p.m. at the Flower Mound Public Library.

Formed in 1985 as a 501(c)(3) nonprofit, Friends of the Flower Mound Public Library supports the Flower Mound Public Library. Over the years, Friends of the Flower Mound Public Library \$300,000 towards enhancing the program by funding the purchase of equipment, furniture, programs and digital content. The Taste of Flower Mound is a inaugural fundraising event open to the general public.

For this event, Friends of the Flower Mound Library will partner with local restaurants to offer small bites, beer and wine to attendees. Tickets are \$25 per person or \$45 for a couple. To ensure responsible service, a TABC-licensed server will be onsite to serve wine and monitor consumption. Wine will be limited to two servings per registered guest. Friends of the Flower Mound Public Library will assume all liability associated with serving alcohol at the event and will name the Town as an additional insured on its liability insurance policy. Attendance will be restricted to individuals aged 21 and over.

Friends of the Flower Mound Public Library appreciates the Town Council's consideration and looks forward to continuing their efforts to support and enrich the lives of Flower Mound's community.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Town Council can deny this request and the Friends of the Flower Mound Public Library can work with Town staff to host their event without offering alcoholic beverages.

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue)
\$0

Account Number(s):
100-0000

LEGAL REVIEW: No Legal Review is required

ATTACHMENTS:

None

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



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

DATE: October 6, 2025
FROM: Brian Waltenburg, Director of Public Works
ITEM: **Consider approval of the Standard Form Master Agreement Between Owner and Architect (AIA Document B121-2018) and Service Order 1.1 (AIA Document B221-2018) from Hoefer Welker, LLC to perform Architectural and Engineering pre-design phase services for the Flower Mound Performing Arts Center, in the amount of \$583,500.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town of Flower Mound has been actively planning for a performing arts center for many years, recognizing its potential as a cultural and community hub. This pre-design award represents the culmination of extensive efforts by Town staff, County Staff, consultants, and other stakeholders who have worked diligently to bring the project to this stage. It reflects the long-term vision and commitment of Town Council invest in arts and culture, and marks a significant milestone toward making the performing arts center a reality.

On March 6, 2025, Town of Flower Mound received twenty-eight firm qualifications in response to an RFQ for performing arts center design services. After a thorough review and interview process, a selection committee of Town of Flower Mound and Denton County representatives selected the team of Hoefer Welker + BORA Architects. During the RFQ process, Hoefer Welker + BORA stood out by demonstrating a clear alignment with the project scope, a strong portfolio of comparable work, and a well-defined project approach. Their submission provided detailed methods for project delivery, risk management, and stakeholder coordination, supported by proven experience with similar scale and complexity. The team's understanding of schedule constraints and budget control further reinforced their qualifications as the most capable and reliable choice.

The Flower Mound Performing Arts Center is proposed to include a main stage theater, flexible performance spaces, multipurpose rooms for music and dance, multipurpose classrooms, music practice rooms, music studio/production spaces, administration and support spaces, gallery, and exhibition space that can host rotating shows and receptions, and an outdoor performing space with event lawn that provides connectivity to the Riverwalk trail system and neighboring restaurants/retail locations. The proposed undeveloped site for the Performing Arts Center is approximately 3.76 acres and is located at 4200 River Walk Drive, Flower Mound, Texas 75028.

The pre-design phase services include the following:

- Update the existing Market Assessment completed in 2020
- Update the existing Business Plan completed in 2021
- Identify and Research Project Funding Opportunities
- Benchmark Tours
- Stakeholder Input Sessions
- Community Input Sessions
- Site Master Planning
- Programing

- Conceptual Design
- Architectural Renderings
- Cost Estimating

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$583,500.00

Proposed Expenditure/(Revenue)
\$583,500.00

Account Number(s):
308-111-34211-6070

LEGAL REVIEW: Marc Cavazos, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreements (AIA B121-2018 & AIA B221-2018) as to form and legality.

ATTACHMENTS:

1. B121 Master Agreement - Hoefer Welker and Flower Mound
2. B221 Service Order 1.1 Performing Arts Center Pre Design
3. Form 1295

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

AIA[®] Document B121[™] – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the 6th day of October in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner or Town:
(Name, legal status, address, and other information)

Town of Flower Mound, a Texas home rule municipality

2121 Cross Timbers Road
Flower Mound, TX 75028

and the Architect:
(Name, legal status, address, and other information)

Hoefer Welker, LLC (Dallas)

500 North Akard Street, Suite 2450
Dallas, TX 75201
214.445.4400

In accordance with Texas Local Government Code Chapter 2254, the Town Council has determined that the Architect is acceptable to the Owner and is a qualified provider of architectural services for the Project, and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221[™]–2018, Service Order for use with Master Agreement Between Owner and Architect

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2 SERVICE ORDERS

3 ARCHITECT'S RESPONSIBILITIES

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5 OWNER'S RESPONSIBILITIES

6 COPYRIGHTS AND LICENSES

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8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

9 COMPENSATION

10 MISCELLANEOUS PROVISIONS

11 SPECIAL TERMS AND CONDITIONS

12 SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Brian Waltenburg
2121 Cross Timbers Road
Flower Mound, TX 75028
972.874.6400
bwaltenburg@flowermound.gov

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

James Beers
500 North Akard, Suite 2450
Dallas, TX 75201
214.395.0713
james.beers@hoeferwelker.com

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 By executing this Master Agreement, the Architect represent to the Owner that the Architect is professionally qualified to act as the Architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project. The Architect further represents to the Owner that the Architect will maintain all necessary licenses, permits, or other authorizations necessary to act as Architect for the Project until the Architect's remaining duties hereunder have been satisfied. In accordance with Texas Local Government Code Chapter 271, the Architect assumes full responsibility to the Town for the negligent or intentionally tortious acts and omissions of its consultants or others employed or retained by the Architect in connection with the Project.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement. Architect further agrees that during the course and scope of this Master Agreement, except with Owner's knowledge and written consent, Architect shall not represent any third-party against the Town in any claim, litigation, or other matter, or be retained to act as an expert witness for any third-party in any claim, litigation, or any other matter that is, or may be, adversarial to the Owner, as determined by the Owner.

§ 3.3 **Insurance.** Prior to the commencement of services under this Master Agreement, Architect shall obtain professional liability insurance coverage in an amount of at least \$1,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this Master Agreement. A "claims made" policy is acceptable subject to coverage being maintained during the term of this Master Agreement and Service Order(s) and up to two (2) years after completion and acceptance by the Owner of services provided under this Master Agreement and Service Order. Architect shall maintain such professional liability insurance coverage during all phases of services and for two (2) years after Final Completion of the Project. The Town shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, or non-renewal to the Owner by certified mail.

Architect will maintain general liability insurance coverages as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease

- per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$4,000,000 aggregate policy limit applies per Service Order.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Excess Liability - \$5,000,000 per occurrence.

The Town of Flower Mound, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as additional insured by endorsement to the general insurance coverage listed in this Master Agreement, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the Owner), with regard to the Architect's activities as required by this Master Agreement. The Architect shall provide any defense provided by the policy to a named insured. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, and all premiums arising from the coverage herein shall be the responsibility of the Architect. Architect shall maintain such general liability coverage during all phases of services and for two (2) years after Final Completion of the Project. The Owner shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, or non-renewal to the Owner by certified mail.

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.6 Execution of this Master Agreement by the Architect constitutes an acknowledgement that the Architect is familiar with the Project site and the local conditions under which the Project is to be implemented. In accordance with Texas Local Government Code Chapter 271, the Architect agrees to furnish architectural services in accordance with the terms and conditions with this Master Agreement: (1) with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

§ 3.7 The Architect affirms that it has no known conflict of interest with respect to the services provided under this Master Agreement and Service Order(s). The Architect shall immediately disclose any potential or actual conflict of interest that arises during the term of this Master Agreement and Service Order(s).

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and

- contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals; or
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner, with assistance from the Architect, shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Agreement. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 To the extent required by law and without waiving any governmental immunity or legal remedies of the Owner at law or in equity, the Owner shall provide prompt written notice to the Architect if the Owner has actual knowledge of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Acceptance by the Owner of the Architect's Services and Instruments of Service shall not constitute nor be deemed a release of the responsibility and liability of the Architect, its employees, subcontractors, agents, or consultants for the accuracy and competency of the Architect's services; nor shall such acceptance be deemed a waiver or limitation of any statute of limitations, nor shall such acceptance be deemed to be an assumption of such responsibility by the Owner for any defect, error, or omission in the Architect's services, its employees, subcontractors, agents, and consultants. The Architect shall without additional fee to the Owner, correct or revise any errors or omissions, or deficiencies in the Architect's performance under this Master Agreement. The Owner shall not be responsible for the Architect's compliance with the requirements of Texas Business and Commerce Code Chapter 59, if any.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce legal rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 Subject to the Owner's fulfillment of its obligations under this Agreement, including payment of all amounts owed to the Architect, the Architect's designs and instruments of service under this Master Agreement including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the Owner, to be used as the Owner desires, without restrictions. The Architect specifically waives and releases any proprietary rights or ownership claims herein. The Owner shall have unlimited right for the benefit of the Owner for use in future projects to all drawings, designs, specifications, the Architect's designs and structures, notes and other pertinent consultant, architectural, or engineering services procured in the performance of this Master Agreement or in contemplation thereof, and all record drawings produced after completion of the Project work, if any, including the right to use same on any other Owner work without additional costs to the Owner. Any use of the aforementioned documents

for future projects shall be without use of Architect's name or registration seal and without any liability to the Architect, its agents, employees, subcontractors, and consultants.

All information, documents, and communications relating to this Master Agreement shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Master Agreement and the Architect agrees that the Agreement may be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter. In accordance with the Act, the Architect agrees to:

- (1) Preserve all contracting information related to the Master Agreement as provided by the records retention requirements applicable to the Owner for the duration of the Master Agreement;
- (2) Promptly provide to the Owner any contracting information related to the Master Agreement that is in the custody, possession, or control of the Architect on request of the Owner; and
- (3) On completion of the Master Agreement, either:
 - a. Provide at no cost to the Owner all contracting information related to the Master Agreement that is in the custody, possession, or control of the Architect; or
 - b. Preserve the contracting information related to the Master Agreement as provided by the records retention requirements applicable to the Owner.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with applicable law.

§ 7.1.2 The parties hereby acknowledge and agree that the Town is entering into this Agreement pursuant to its governmental functions and that nothing contained in the Agreement shall be construed as constituting a waiver of the Town's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Gov't Code, as amended, the Town's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

§ 7.2 Dispute Resolution

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement may be subject to mediation by mutual written agreement of the parties, but shall not be a condition precedent to litigation in a court of competent jurisdiction.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them in good faith.

§ 7.3 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option,

cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven (7) days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate this Master Agreement or any Service Order(s) upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all reasonable costs attributable to termination.

§ 8.7 Except as otherwise expressly provided herein, a Service Agreement shall terminate one (1) year from the date of Substantial Completion.

§ 8.8 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6.

§ 8.9 If the Owner terminates this Master Agreement for its convenience pursuant to Section 8.5, or the Architect terminates this Master Agreement as permitted above, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and reasonable costs attributable to termination, subject to Texas Local Government Code 271.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9. Owner is tax exempt and shall not be subject to or pay any charges for taxes under the Master Agreement.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's normal review practices.

2025 Hourly Billing Rates - Exhibit A

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.) negotiated lump sum fee, or hourly per Architect's hourly rates current as of the date of the requested Additional Services.

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses, except where exempt;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251. Amounts unpaid on the thirty-first (31st) day after the invoice date shall bear interest at the rate calculated pursuant to Texas Government Code, Chapter 2251.

§ 9.5.1.2 The prompt completion of the services under this Master Agreement and Service Agreement is critical and performance will be timely. The Architect shall perform its services expeditiously and shall have endeavor to have all plans ready for bidding or proposals within the times approved by Owner under this Master Agreement. The parties acknowledge the Owner's paramount purposes and duty to protect the public fisc and the general health, safety, and welfare of the public, and the parties agree that the Owner may withhold payment in accordance with Texas Gov't Code Ch. 2251, and other applicable law. During the course of this Master Agreement and Service Agreement when the Owner reasonably believes that performance of the Architect's services will be inexcusably delayed, the Owner shall be entitled, but not required, to notify the Architect in writing and withhold from any amounts otherwise due the Architect until such causes of inexcusable delay are resolved to the Owner's satisfaction, and may thereafter release to the Architect those funds withheld from the Architect.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times, but shall be provided to the Owner within seven (7) days of any request by the Owner to ensure compliance with the Texas Public Information Act, Texas Government Code Chapter 552.

§9.6 The Owner shall have the right to audit the Architect's records related to this Master Agreement and any Service Order at any time during the term and for a period of four (4) years following final payment. The Architect shall retain

all records pertinent to this Master Agreement of this duration and shall make them available upon reasonable notice.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Master Agreement shall be governed in all respects by the laws of the state of Texas, without regard for conflict laws principles. Venue for any dispute arising out of this Master Agreement shall lie exclusively in Denton County, Texas.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other.

§ 10.4 The Terms in this Master Agreement and in the Service Agreement shall be construed in accordance with their common and ordinary meaning, unless otherwise specifically defined in this Agreement or the Service Agreement. The judicial doctrine that provides that documents or exculpatory provisions are to be construed against the drafter or provider of such documents or provisions does not apply to this Master Agreement, as each party has had a reasonable opportunity to obtain and consult with their own legal counsel regarding this Master Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§10.10 INDEMNIFICATION: IN ACCORDANCE WITH TEXAS LOCAL GOV'T CODE SEC. 271.904, THE ARCHITECT SHALL HOLD HARMLESS AND INDEMNIFY THE TOWN FROM ALL CLAIMS AND LIABILITY FOR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM A NEGLIGENT ERROR, OMISSION, ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT,

CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL. THE ARCHITECT SHALL ALSO REIMBURSE THE TOWN FOR ANY AND ALL LEGAL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES WHICH MIGHT BE INCURRED BY THE TOWN IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES, WHICH MIGHT BE INCURRED BY, CHARGED AGAINST, OR IMPOSED ON THE TOWN AS THE RESULT OF SUCH NEGLIGENT ACTS OR OMISSIONS BY THE ARCHITECT IN PROPORTION TO THE ARCHITECT'S LIABILITY. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

§ 10.11 The Architect, its consultants, agents, employees, and subcontractors shall comply with applicable Federal and State laws, charter, and ordinances of the Town, as amended, and other applicable rules and regulations promulgated by federal, local, state, and national boards, bureaus, and agencies. The Architect shall complete only the professional services as required in the performance of the services contracted for herein. The Architect shall place the Architect's Seal, as may be required by Texas law or the rules or regulations of the Texas Board of Architectural Examiners, on all documents and data furnished by the Architect to the Town.

§ 10.12 The Architect shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of the Town for any purpose whatsoever, including, but not limited to, entitlement to Town employee benefits. The Architect hereby expressly waives any claim or entitlement to such benefits. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

§ 10.13 This Agreement is subject to the appropriation of public funds by the Town in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the Town pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the Town for that fiscal year only, and shall not constitute an indebtedness of the Town of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party.

§ 10.14 To the extent required by law, the Architect represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295.

§ 10.15 To the extent required by Texas law, the Architect verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, and it will not boycott Israel during the term of the Contract; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the Contract; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

.2 not used

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Master Agreement.)

Exhibit A - 2025 Hourly Billing Rates

Exhibit B - Certificate

.4 Other documents:

(List other documents, if any, forming part of the Master Agreement.)

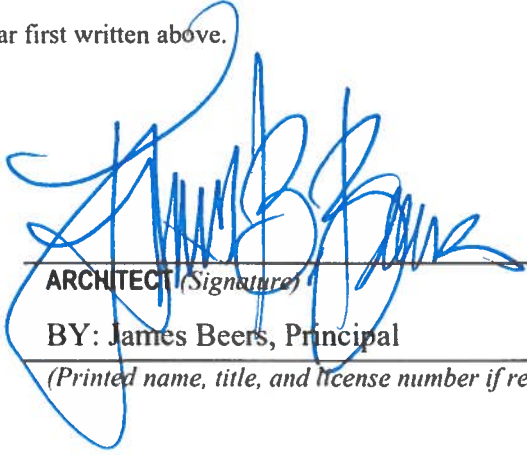
i. Architect's standard Electronic Document Release Form, included by reference

ii. Architect's standard BIM Release Form, included by reference

This Master Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

BY: James Beers, Principal

(Printed name, title, and license number if required)

HOEFER WELKER

Hourly Rates: Hourly rates for Design Professional for the Calendar Year 2025 are as follows:

<u>Design Professional Personnel</u>	<u>Hourly Rate</u>
Principal	\$350
Architect – Sr. Project Manager	\$240
Architect – Project Manager	\$200
Architect – Sr. Project Architect	\$190
Architect – Project Architect	\$150
Architect – Sr. Arch. Designer	\$170
Architect – Arch. Designer	\$115
Architect – Sr. Medical Planner	\$230
Architect – Medical Planner	\$190
Architect – BIM Support	\$115
Interior Design – Director	\$210
Interior Design – Sr. Interior Designer	\$170
Interior Design – Interior Designer	\$120
EPS – Director	\$250
EPS – Sr. Mechanical/Electrical/Plumbing Engineer	\$190
EPS – Mechanical/Electrical/Plumbing Engineer	\$170
EPS – Mechanical/Electrical/Plumbing Engineering Support	\$150
EPS – Mechanical/Electrical/Plumbing BIM Support	\$130
CTS – Director	\$350
CTS – Sr. Medical Equip. Planner / Sr. IT Designer	\$270
CTS – Medical Equip. Planner / IT Designer	\$180
CTS – Project Coordinator	\$120
Support Staff – Admin / Marketing / Intern	\$100

Adjustments to these rates are made on a calendar year basis, are rounded to the nearest whole dollar and average about 5% per year or the increase in the CPI rate, whichever is greater.

Dallas

500 North Akard Street | Ste 2450
Dallas, Texas 75201
o. 214.445.4400

Jacksonville

1301 Riverplace Blvd | Ste 1900
Jacksonville, Florida 32207
o. 904.440.7600

Kansas City

4622 Pennsylvania Ave. | Ste 1400
Kansas City, Missouri 64112
o. 913.307.3700



CERTIFICATE OF LIABILITY INSURANCE

Exhibit B - AIA B121

(1 page)

2/12/2026

DATE (MM/DD/YYYY)

2/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1443907 HOEFER WELKER, LLC 500 N. AKARD SUITE 2450 DALLAS TX 75201	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B: The Travelers Indemnity Company	25658
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Lexington Insurance Company	19437
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 15279677**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	680-9W317349	2/12/2025	2/12/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	BA-9W319552	2/12/2025	2/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	CUP-A2392891	2/12/2025	2/12/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-9W389369	2/12/2025	2/12/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY	N	N	015136480	2/12/2025	2/12/2026	\$5,000,000 PER CLAIM AND ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: EVIDENCE OF COVERAGE

CERTIFICATE HOLDER**CANCELLATION**

15279677
EVIDENCE OF COVERAGE
EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AIA® Document B221™ – 2018

Service Order for use with *Master Agreement Between Owner and Architect*

SERVICE ORDER number 1.1 made as of the 6th day of October in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

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

and the Architect:
(Name, legal status, address, and other information)

Hoefer Welker, LLC (Dallas)
500 North Akard Street, Suite 2450
Dallas, TX 75201
214.445.4400

for the following **PROJECT**:
(Name, location, and detailed description)

Town of Flower Mound-Performing Arts Center-Pre Design
2121 Cross Timbers Road
Flower Mound, TX 75028

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the 6th day of October in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SERVICES UNDER THIS SERVICE ORDER
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 COMPENSATION
- 5 INSURANCE
- 6 PARTY REPRESENTATIVES
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

I. PROJECT SCOPE

The proposal is submitted by Hoefer Welker LLC to the Town of Flower Mound (herein referred to as "Town", "Owner" or "Client").

A. PROJECT UNDERSTANDING

The following scope of services regarding the project is our understanding based upon what we have learned from the Request for Proposal, interview, and project definition scope meeting conducted on June 23, 2025.

1. The aspirational scope of services for this project consists of the design of the **Performing Arts Center (PAC)** that will be comprised of a main stage theater (we will study seat counts) a flexible performance space (black box), a multipurpose room for music and dance, multipurpose classrooms, music practice rooms, music studio/production spaces, administration and support spaces, gallery, and exhibition space that can host rotating shows and receptions, and an outdoor performing space with event lawn that provides connectivity to the riverwalk trail system and neighboring restaurants/retail locations.
2. The proposed undeveloped site for the Performing Arts Center "PAC" is approximately 3.76 acres and is located at 4200 River Walk Drive, Flower Mound, Texas 75028. This will be the main catalyst project for the River Walk area planned by the Town of Flower Mound.
3. It is our understanding the Owner will not utilize a Program Manager.
4. The construction delivery method will be Construction Manager at Risk (herein referred to as CMaR). The CMaR, to be determined, shall provide Pre-Construction Services starting at the Schematic Design Phase to include cost estimating, constructability reviews, and a Guaranteed Maximum Price (GMP) for the project working with the Hoefer Welker / Bora design team and the Town of Flower Mound.
5. The project will be designed utilizing high performance building design and sustainable design with USGBC certification will be determined at a later date.
6. Off-site engineering services are not included.
7. The construction budget for the PAC is \$40,000,000 with a Project Budget of \$50,000,000 and a facility size approximately 40,000 gross square feet.

B. PROJECT SCHEDULE

It is our understanding that a mid-September project kick-off is desired for the Pre-Design - Programming / Concept Design Phase. The kick-off meeting date, time, and location will be determined later. The weeks within parenthesis represent durations.

A more detailed schedule will be developed once the project begins. Anticipated milestones for deliverables are as follows:

- Pre-Design / Programming / Conceptual Design (13 weeks, estimate)

Phase Services Schedule (For future Reference Only)

- Schematic Design
- Design Development
- Construction Documents
- Permitting Set
- GMP / Bid Negotiation
- Construction Administration

C. SCOPE OF PROFESSIONAL SERVICES

AE Service disciplines:

Architecture / Interior Design / Hoefer Welker / Bora
Civil Engineering – McAdams
Structural Engineering – Walter P. Moore
Mechanical / Electrical / Plumbing / Fire Protection – CEG Engineers
Landscape Architecture / Site Master Planner – OJB
Theater Planning / Audio Video / Lighting – Schuler Shook
Acoustics – Jaffe Holden
Information Technology / Security – DataCom
Cost Estimating - Vermeulens

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Pre Design

1. Market Assessment & Business Plan Report Update

- A. Part One - Assessment Update – Update the 2020 needs assessment on the community need and market opportunity for the performing arts and related facilities. Update the existing facilities & competitive analysis, Conduct remote interviews of prospective user groups and update the market analysis using relevant local and regional inputs.

Duration: Eight (8) weeks.

Deliverable: Presentation and narrative report

- B. Part Two – Research Project Funding Opportunities – Conduct research on various funding opportunities related to capital and ongoing operating support, for both public and private sector sources. Regional project research of sources and amounts of funding secured on comparable projects. Prepare a checklist for fundraising efforts.

Duration: six (6) weeks.

Deliverable: Presentation and narrative report

- C. Part Three – Business Plan Update – Update the 2021 plan identifying staffing requirements, the parameters of various partnerships to program and operate the center, and confirm rental rates, staffing, and ancillary revenue sources, including updating the pro-forma operating budget and forecast of the economic impact of facility operations and ancillary spending associated with audiences.

Duration: two (2) weeks.

Deliverable: Presentation and narrative report

2. Benchmark Tours/Stakeholder & Community Input Sessions

Scope: PAC benchmarking tours of relevant facilities and public urban parks will provide valuable insight into real-world planning, design, and operational successes and challenges. By understanding similar projects, the steering committee and design team can more effectively define what's possible, practical, and best suited for the priorities, operational strategies, budget, and schedule.

Duration: one (1) week

Deliverables:

- a. Compile photographs, floor plans for reference and discussion.
- b. Tour insights, takeaways, and recommendations.
- c. Summary, best practices and lessons learned, operations, challenges and opportunities.

Scope: Stakeholder and Community Engagement interactive input sessions will gather valuable information and perspectives, ultimately leading to more successful and well received design. Understanding needs, expectations, priorities, and aspirations will help establish well informed decision. explore desired features, spaces technology as well as inside and outside attributes and amenities.

Duration: two (2) weeks

Deliverables:

- a. Meeting minutes documenting attendees, discussion points, decisions made and action items.
- b. Feedback forms or surveys documentation.
- c. Quantitative and qualitative data.
- d. Photos of sessions.

3.Site Master Plan & Master Plan Public Realm Strategies

A. Site Master Plan

Scope: The site master plan will define the long-term vision and framework land-use for the development of the 3.67-acre PAC site. It will encompass various aspects including PAC facility location, scale, identity, purpose and design for open space to contribute to the PAC programming, an outdoor performing space with event lawn, passive and active areas, and connectivity to the riverwalk and trail system.

Duration: eight (8) weeks

Deliverables:

- a. Site inventory diagrams.
- b. Benchmark studies.
- c. Conceptual alternate plans and perspective sketches.
- d. Recommended landscape master plan.
- e. Phasing recommendations.

B. The Master Plan Public Realm Strategies Scope: The Public Realm strategies will establish the activation and revenue generation goals, operations, and staffing opportunities for the outdoor public realm with recommendations for programming, activation, planning, revenue generation amenities.

Duration: eight (8) weeks

Deliverables:

Benchmark national case studies, for active public open spaces to understand activation, staffing, and revenue generation practices.

Estimated annual budget for the activation calendar.

- a. Recommendations for outdoor events and activities.
- b. Activation diagram for open spaces showing options for activities and events.
- c. Staffing recommendations.
- d. Estimated annual budget & revenue recommendations.

4.Programing Conceptual Design

Scope: This task will establish the overall project vision, objectives, design goals, and development of the building space program and conceptual design. The program will identify the building's function, types of spaces, their sizes, and unique features or special requirements of the PAC facility. The conceptual design will establish the overall character, three-dimensional shape, form, spatial and functional relationships, adjacencies and discipline design narratives.

Duration: ten (10) weeks

Deliverables:

- a. Executive Summary.
- b. Project description.
- c. Goals and objectives.
- d. Program list of spaces.
- e. Review of required utilities and sources, zoning, and code issues.
- f. Design Concept includes site plan, master plan, single-line floor plan diagrams, adjacency program bubble blocking & stacking diagrams, 3-dimensional concept sketches.
- g. 3-5 Architectural renderings.

- h. Concept discipline narratives describing building systems and materials for Architecture, Interiors, Theatrical, Acoustical, Mechanical, Electrical, Plumbing, Civil, Structural Engineering, Landscape, Audio-Video, IT/Security.
- i. Benchmarking Tour insight of comparable facilities, takeaways, & recommendations.
- j. Community Engagement & Key Stakeholder sessions feedback.
 - a. Cultural Arts Commission
 - b. Town Council.
- k. Market Assessment / Business Plan update report.
 - l. Site Master Plan.
- m. Master Plan Public Realm Strategies.
- n. Sustainable Design LEED Checklist.
- o. Opinion of Probable Cost.
- p. Overall Project Schedule including major milestones.
- q. CMaR Selection Assistance.

5. Opinion of Probable Cost Estimate

Scope: The design team's cost estimator will prepare an early-stage assessment of the potential construction cost of the PAC and development of the site. The high-level cost model will be based upon preliminary information that will include a program of space types, conceptual facility design ideas, master plan, site development and infrastructure costs, discipline design narratives, expected level of quality and finishes, and associated labor costs for north Texas.

Duration: Approximately 2-3 weeks

Deliverables:

- a. Cost Estimate report
- b. Costs based on major building components, systems, and theater specific features.
- c. Square footage unit costs
- d. Prices account for market conditions and economic factors, escalation and inflation costs.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

N/A

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

N/A

- .2 Substantial Completion date:

N/A

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum

(Insert amount)

- 1. Pre-Design Services Fixed Fee broke down as follows:

- a. Market Assessment & Business Plan Report Update

\$49,000

b. Benchmark Tours/Stakeholder & Community Input Sessions	\$90,000
c. Master Plan & Master Plan Public Realm Strategies	\$100,000
d. Programing Conceptual Design	\$310,000
e. Opinion of Probable Cost Estimate	\$19,500
f. <u>Reimbursable Expense Allowance</u>	<u>\$15,000</u>
TOTAL FEE: \$583,500	

.2 Percentage Basis
(Insert percentage value)

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 Other
(Describe the method of compensation)

N/A

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

The reimbursable expense allowance is included as requested as part of the Compensation detailed above, includes all travel associated with the pre-design phase. Any tours and any additional expenses incurred by Architect shall be billed to the Owner at cost, and all such tours and additional expenses shall be subject to prior Owner approval.

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid for previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

Flower Mound, TX 75028
972.874.6411

brian.waltenburg@flower-mound.gov

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Richard Miller
500 North Akard Street, Suite 2450
Dallas, TX 75201

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

n/a

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

n/a

This Service Order entered into as of the day and year first written above.

OWNER (Signature)



ARCHITECT (Signature)

BY: Richard Miller, Partner

(Printed name, title, and license number if required)

(Printed name and title)



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

DATE: October 6, 2025
FROM: Julie Taylor, Director of Treasury Operations
ITEM: **Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt in the amount of \$79,325,000.00 and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.**

BACKGROUND: The procurement process requires that 100% of funding be available before funds can be encumbered for the award of contracts. This reimbursement resolution will allow staff to satisfy the funding requirements prior to the issuance of debt under federal tax law.

During fiscal year 2025-26, the Town plans to issue Certificates of Obligations (COs) to fund improvements to streets, fire-fighting facilities, and to the water and sewer system within the Town. General Obligation Bonds (GOs) will be issued to fund street reconstruction and improvements to trails and parks plus the renovation and expansion of the Community Activity Center (CAC). Also included are the costs of issuance of the debt. All projects are listed on Exhibit A of the resolution.

In order to begin the projects prior to the issuance of debt, it is necessary to pass this resolution declaring intent to reimburse expenditures. The proposed reimbursement resolution provides the funding source to satisfy the procurement requirements for the projects as included in the fiscal year 2025-26 Five-Year Capital Improvement Program ("CIP").

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$79,325,000

Proposed Expenditure/(Revenue)	Account Number(s):
\$23,870,000 GO — Street Reconstruction/Parks/CAC	To satisfy the funding requirements and begin the capital projects prior to the issuance of debt under federal tax law.
\$32,000,000 CO — Streets/Fire Fighting Facilities	
\$23,115,000 CO — Water/Wastewater Systems	
\$ 340,000 — Issuance Costs	

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution.

ATTACHMENTS:

1. Proposed Reimbursement Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____-25

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, AND AUTHORIZING THE PREPARATION OF THE DOCUMENTS ASSOCIATED WITH THE ISSUANCE, SALE AND DELIVERY OF THE DEBT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas, (the "Town") intends to issue debt for the construction and improvement of the projects listed on **Exhibit A** (collectively, the "Projects"); and further intends to make certain capital expenditures with respect to the Projects and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Town must declare its expectation to make such reimbursement; and

WHEREAS, the Town desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

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, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town reasonably expects to reimburse capital expenditures with respect to the Projects with proceeds of debt hereafter to be incurred by the Town, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$79,325,000.

SECTION 3

Hilltop Securities Inc. is hereby authorized and directed to prepare, or cause to be prepared, any and all documents including, but not limited to, an Official Statement associated with the issuance, sale and delivery of the obligations, the proceeds of which will provide financing of the Projects.

SECTION 4

This Resolution shall take effect from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THIS 06th DAY OF OCTOBER 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETAR

EXHIBIT A**General Capital Projects****Streets:**

Urban Minor Arterial with Bike Lane; Denton Creek Blvd to West Town Limit, UMAB-5)	<u>\$ 2,000,000</u>
--	---------------------

Street Reconstruction:

Amhearst Lane Reconstruction (Bershire Drive and Lake Forest Blvd)	
Harvard Drive Panel Replacement	
Marcus Court Cul-de-sac Reconstruction	
Marcus Drive Reconstruction (Christie Court to Colony Street)	
Prospect Drive Panel Replacement	
Total Street Reconstruction	<u>\$ 6,570,000</u>

Facility Projects:

Fire Station 3 Renovation/9 Construction	
Fire Station 6	
Total Facility	<u>\$ 30,000,000</u>

Parks:

CAC Expansion & Renovation	
Canyon Falls Trailhead, Outdoor Library & Connectors	
Chinn Chapel Soccer Complex Multipurpose Field Conversion	
Leonard & Helen Johns Community Park Improvements	
Trail Projects	
Total Parks	<u>\$ 17,300,000</u>

Total General Fund	<u>\$ 55,870,000</u>
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Utility Capital Projects**Water Projects:**

Amhearst Lane Water Line Replacement	
Denton Creek Spine Road 12-inch Water Line	
Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	
Denton Creek Water Reuse - Reuse Waterlines	
Harvard Drive Water Line Replacement	
Marcus Court Cul-de-sac Water Line Replacement	
Marcus Drive Water Line Replacement	
Public Works - West	
Service Center Improvements	
Stonecrest Pump Station Phase II	
Timber Creek Bridge Water Line Lowering	
West Side Water Line (South)	
Total Water	<u>\$ 17,717,500</u>

Wastewater Projects:

Amhearst Lane Sewer Line Replacement	
Marcus Court Cul-de-sac Sewer Line Replacement	
Marcus Drive Sewer Line Replacement	
Prospect Drive Manhole Rehab	
WWTP - Preliminary Treatment Area Improvement	
WWTP - Blowing Builder 2 Rehab	
Total Wastewater	<u>\$ 5,397,500</u>

Total Utility	<u>\$ 23,115,000</u>
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Estimated Financing Costs	<u>\$ 340,000</u>
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Grand Total of Debt Issuance	<u>\$ 79,325,000</u>
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TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: October 6, 2025

FROM: Blake Manuel, Management Analyst

ITEM: **Consider approval of an ordinance amending Article V, Dangerous Animals, of Chapter 6, Animals, of the Town of Flower Mound's Code of Ordinances, relating to the Dangerous Dog Ordinance.**

BACKGROUND: At the July 7th Town Council meeting, Council members requested a review of the Town's current dangerous dog ordinance. During the July 18th Town Council meeting, staff presented the Town's current ordinance, along with comparisons to state law and benchmark cities. Following the presentation, Council requested staff to draft an amendment expanding the ordinance to address both animal-to-animal and animal-to-human incidents involving serious bodily injury. The proposed amendment to Article V, "Dangerous Animals," of Chapter 6 in the Town's Code of Ordinances continues the existing procedures for incidents involving serious bodily injury to a person and extends them to also apply when an animal causes serious bodily injury to another animal. This change would authorize the municipal court to order the destruction of a dog or other animal upon a finding that it caused serious bodily injury to a person or animal, without requiring the animal to be declared dangerous. The proposed ordinance reflects the Town Council's commitment to safeguarding the welfare of both residents and animals within the community.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Amendment to Dangerous Animals Code

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ARTICLE V, "DANGEROUS ANIMALS," OF CHAPTER 6, "ANIMALS," OF SUBPART A, "GENERAL ORDINANCES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, TO ADD DEFINITIONS, AND TO EXTEND THE SEIZURE, HEARING, AND DISPOSITION PROTOCOLS TO DOGS OR OTHER ANIMALS THAT CAUSE SERIOUS BODILY INJURY TO ANIMALS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY 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 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 of Flower Mound (the "Town Council") finds that it is necessary to amend its regulations governing dangerous animals to protect the public health, safety, and welfare; and

WHEREAS, the Town Council finds it necessary to protect public health, safety, and welfare—including the safety of other animals within Town limits—by extending the same procedures and remedies to cases where a dog causes serious bodily injury to an animal; and

WHEREAS, the Town Council desires to keep the existing protocol intact while clarifying that "serious bodily injury" includes injury to a person or an animal.

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

SECTION 1.

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

SECTION 2.

Division 2 of Article V, "Dangerous Animals," of Chapter 6, "Animals," of Subpart A, "General Ordinances," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

“DIVISION 2. – ANIMALS CAUSING DEATH OR SERIOUS BODILY INJURY TO A PERSON OR AN ANIMAL

Sec. 6-180. – Definitions.

For purposes of this Article V only:

"Serious bodily injury to an animal" means an injury characterized by severe bite wounds, fractures, or severe ripping and tearing of muscle or tissue that would cause a reasonably prudent animal owner or other responsible party to seek treatment from a medical professional or licensed veterinarian, and that would require immediate/emergency veterinary care to preserve life or prevent further suffering, without regard to whether such care was actually obtained.

"Serious bodily injury to a person" means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

"Serious bodily injury to a person or an animal" means serious bodily injury to a person or serious bodily injury to an animal.

Sec. 6-181. – Seizure of a dog or other animal causing death of or serious bodily injury to a person or an animal.

- (a) The municipal court shall order the animal control authority to seize a dog or other animal and shall issue a warrant authorizing the seizure:
 - (1) On the sworn complaint of any person, including the town attorney or a peace officer, that the dog or animal has caused the death of a person or animal or serious bodily injury to a person or an animal by attacking, biting, or mauling the person or animal; and
 - (2) On a showing of probable cause to believe that the dog or animal caused the death of a person or animal or serious bodily injury to a person or an animal, as stated in the complaint.
- (b) The animal control authority shall seize the dog or animal or order its seizure and shall provide for the impoundment of the dog or animal in secure and humane conditions until the municipal court orders the disposition of the dog or animal.
- (c) A sworn complaint under this section must be filed in accordance with, and must include the required information set forth in, section 6-165(b) of this article.

Sec. 6-182. – Hearing.

- (a) The municipal court shall set a time for a hearing to determine whether the dog or other animal caused the death of a person or animal or serious bodily injury to a person or an animal by attacking, biting, or mauling the person or animal. The hearing must be held not later than the tenth day after the date on which the warrant is issued.
- (b) The municipal court shall give written notice of the time and place of the hearing to:
 - (1) The owner of the dog or animal or the person from whom the dog or animal was seized; and
 - (2) The person who made the complaint.
- (c) Any interested party, including the town attorney, is entitled to present evidence at the hearing.
- (d) Mandatory destruction—death of a person or animal. The municipal court shall order the dog or animal destroyed if the municipal court finds that the dog or animal caused the death of a person or animal by attacking, biting, or mauling the person or animal. If that finding is not made, the municipal court shall order the dog or animal released to:
 - (1) Its owner;
 - (2) The person from whom the dog or animal was seized; or
 - (3) Any other person authorized to take possession of the dog or animal.
- (e) Discretionary destruction—serious bodily injury to a person or an animal. The municipal court may order the dog or animal destroyed if the municipal court finds that the dog or animal caused serious bodily injury to a person or an animal by attacking, biting, or mauling the person or animal. If that finding is not made, the municipal court shall order the dog or animal released as provided in subsection (d)(1)–(3).
- (f) Exceptions—person injured. The municipal court may not order the dog or animal destroyed if the municipal court finds that the dog or animal caused serious bodily injury to a person by attacking, biting, or mauling the person and:
 - (1) The dog or animal was being used for the protection of a person or a person's property, the attack, bite, or mauling occurred in an enclosure in which the dog or animal was being kept, and:

- a. The enclosure was reasonably certain to prevent the dog or animal from leaving the enclosure on its own and provided notice of the presence of a dog or other animal; and
 - b. The injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred.
- (2) The dog or animal was not being used for the protection of a person or a person's property, the attack, bite, or mauling occurred in an enclosure in which the dog or animal was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;
- (3) The attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the dog for law enforcement purposes;
- (4) The dog or animal was defending a person from an assault or a person's property from damage or theft by the injured person; or
- (5) The injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the dog or animal was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.
- (g) Applicability of exceptions—animal injured. For purposes of subsection (e) when the injured party is an animal, the exceptions in subsection (f) apply to the extent applicable, including situations involving a lawful enclosure, law-enforcement use, defense of a person, or defense of property.

Sec. 6-183. – Destruction of dog or other animal.

The destruction of a dog or animal under this division must be performed by:

- (a) A licensed veterinarian;
- (b) Personnel of a recognized animal shelter or humane society who are trained in the humane destruction of animals; or
- (c) Personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.

Sec. 6-184. – Provocation or location of attack irrelevant.

Except as provided by subsection 6-182(f), this division applies to any dog or other animal that (i) causes the death of a person or animal, or (ii) causes serious bodily injury to a person or an animal by attacking, biting, or mauling the person or animal, regardless of whether the dog or animal was provoked and regardless of where the incident occurred.”

SECTION 3.

This Ordinance shall be cumulative of all provisions of ordinances of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions 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. If any section, paragraph, sentence, clause, or phrase is declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the Town Council without the incorporation of any such unconstitutional or invalid portion.

SECTION 5.

Any person, firm, or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, 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 continues shall constitute a separate offense.

SECTION 6.

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Code of Ordinances or any ordinances governing the matters addressed herein that have accrued at the time of the effective date of this Ordinance. As to such accrued violations and all pending litigation, whether civil or criminal, both under such ordinances, the same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

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

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

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



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

DATE: October 6, 2025
FROM: Poornima Kashyap, Planning Manager
ITEM: **Public Hearing to consider an ordinance for a Master Plan Amendment (MPA23-0002 – Lakeside DFW / Lakeside East) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation from Lakeside Business District Area Plan with Campus Commercial uses to Mixed Use. The property is generally located east of Long Prairie Road and between Spinks Road and Lakeside Parkway. (PZ recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting.) (On April 7, 2025, Town Council moved to postpone this item to applicants' time schedule by a vote of 5 to 0)**

BACKGROUND:

- Size – Approximately 21.16 acres
- Request – Change in land use from Campus Commercial uses within the Lakeside Business District to Mixed Use
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Incentives – There is an associated incentive request for this project on the same agenda.
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning and Zoning Commission recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting. On April 7, 2025, Town Council moved to postpone this item to applicants' time schedule by a vote of 5 to 0.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

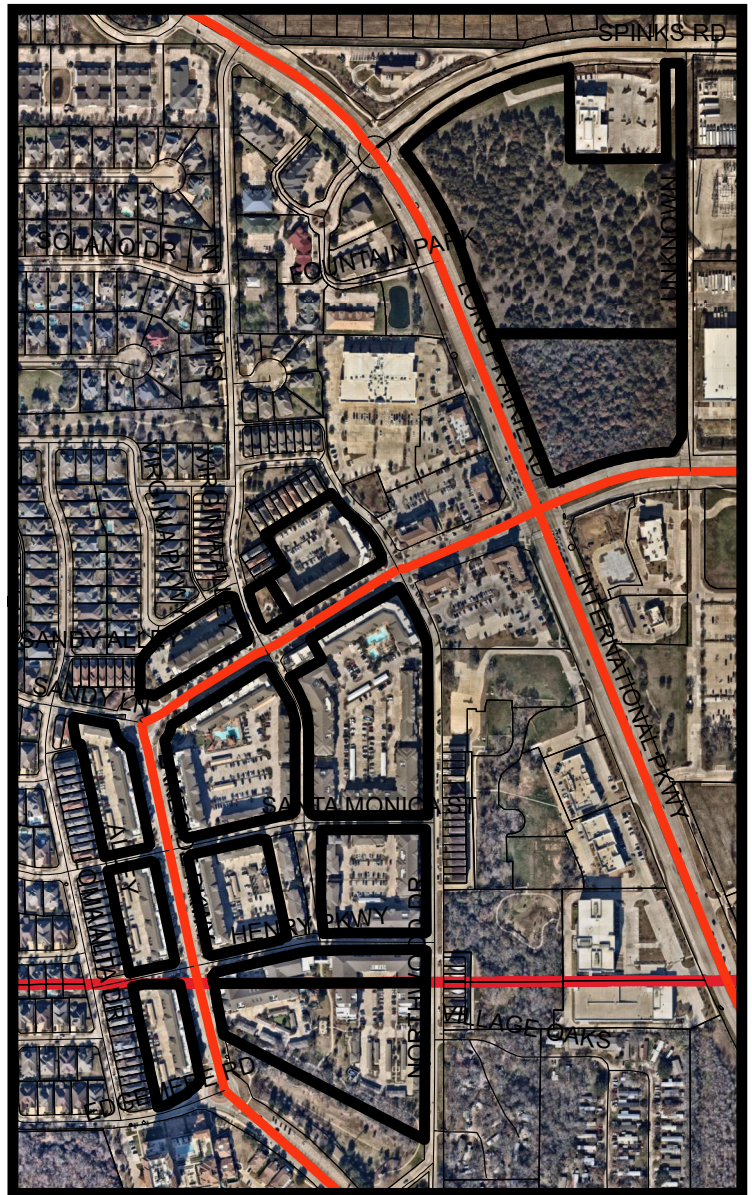
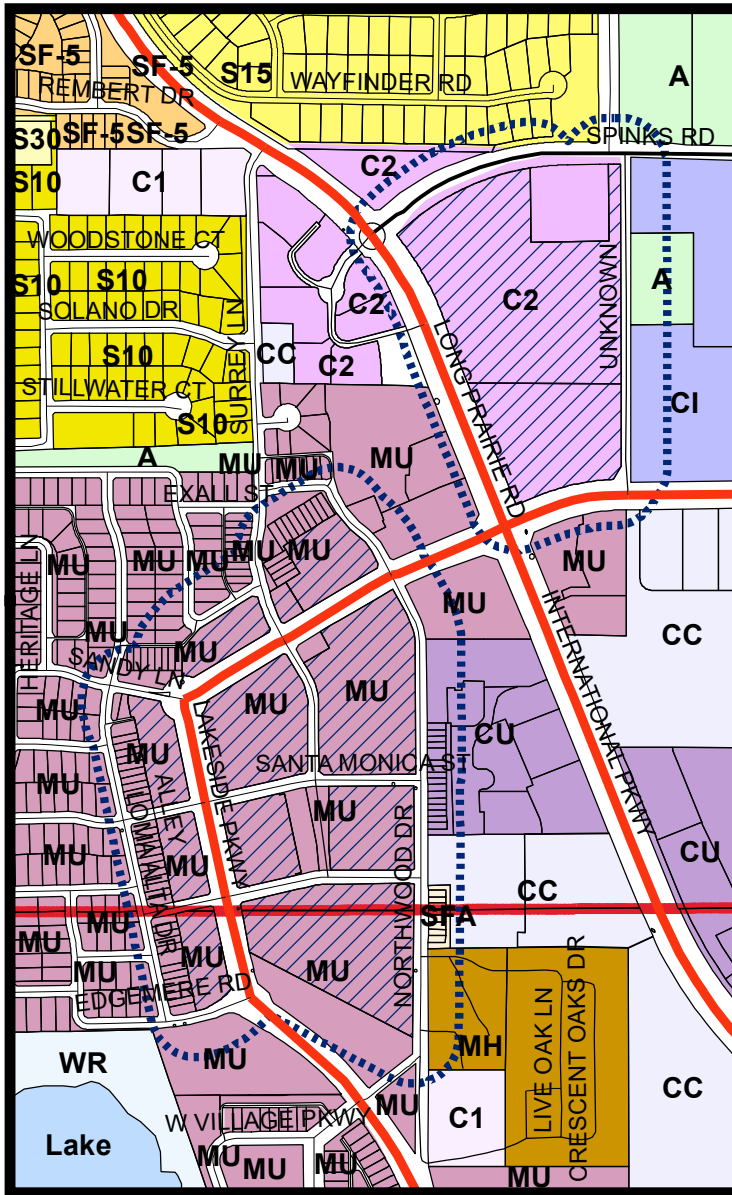
ATTACHMENTS:

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

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

Vicinity Map

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



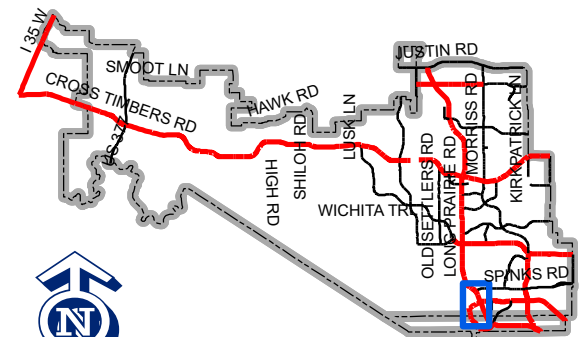
LEGEND

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

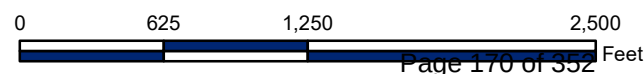
- Subject Property
- 200 ft Notification Buffer around Property

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

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



Map Location



TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

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

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

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on March 24, 2025, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 7, 2025 and October 6, 2025, with respect to the proposed Master Plan Amendment as described herein; and,

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

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

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

SECTION 1

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

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

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

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

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

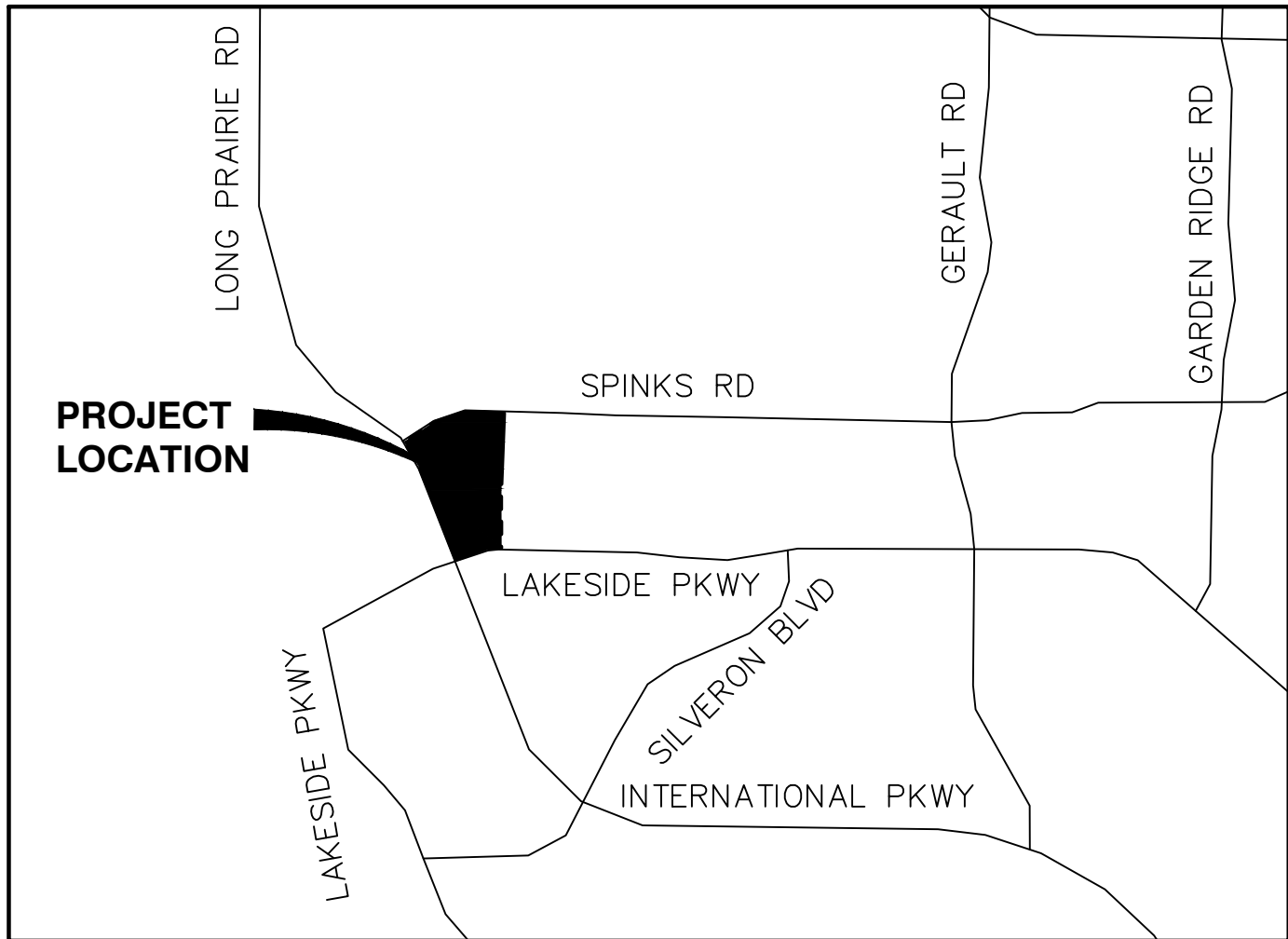
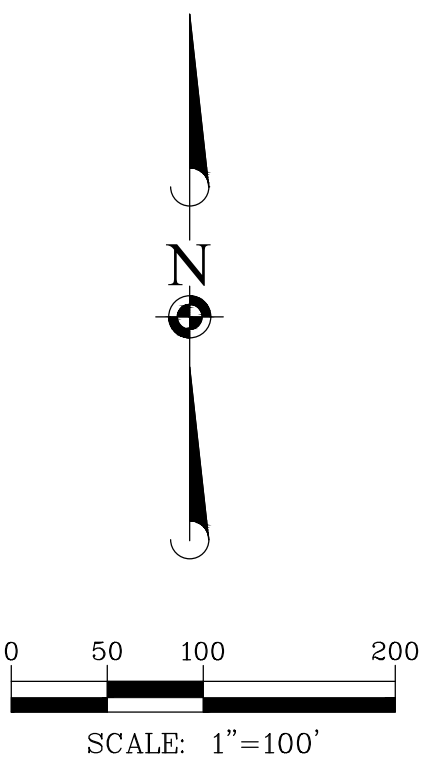
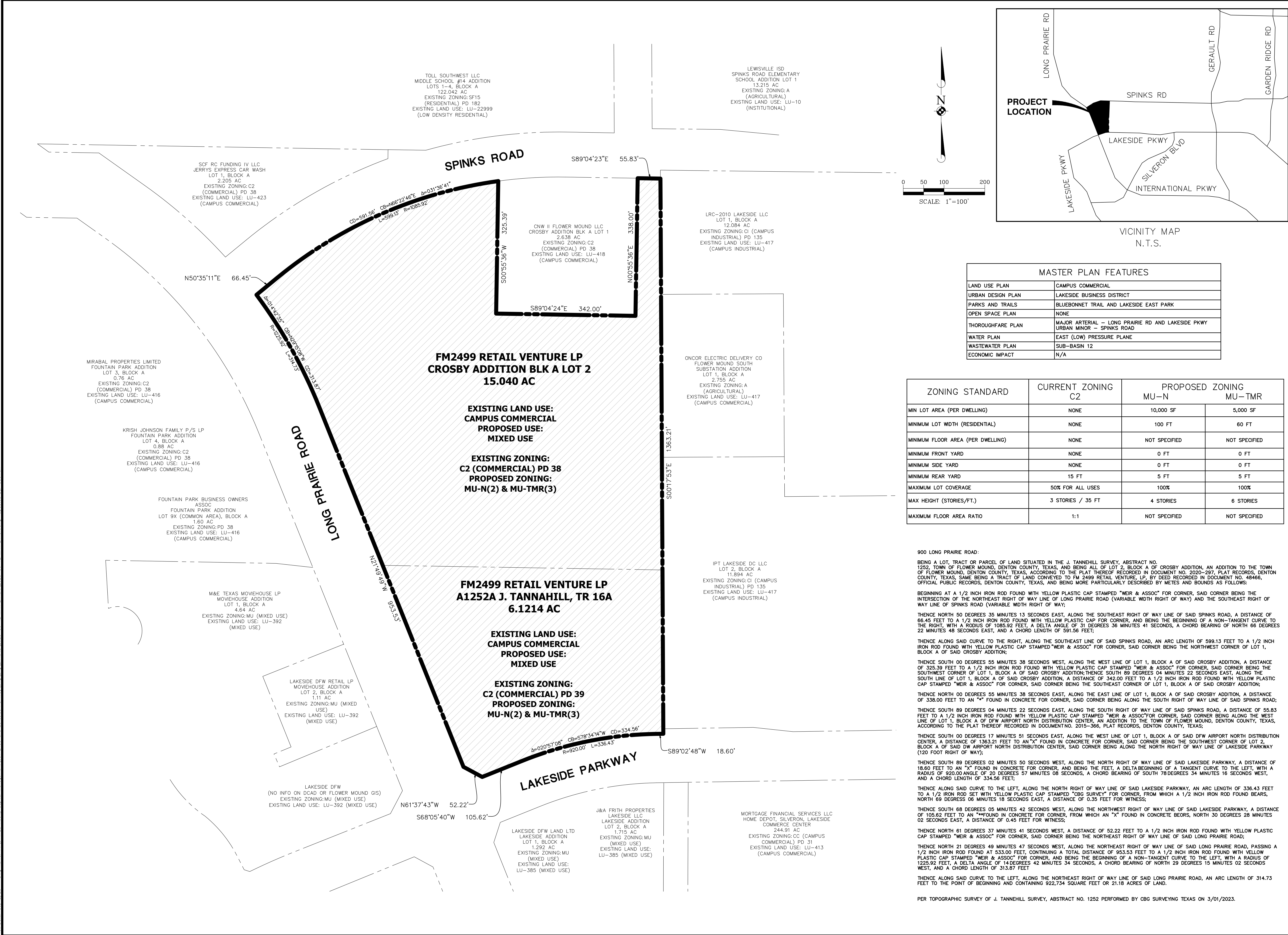
THENCE NORTH 61 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 52.22 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, SAID CORNER BEING THE NORTHEAST RIGHT OF WAY LINE OF SAID LONG PRAIRIE ROAD;

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

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

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

Plot Date: 06/12/23 Draw Name: P:\61123 Revit\Capital Management\01 2490 and Lakeside Parkway\dwg\ExhibitA\2023-06-12 MPA Exhibit.dwg Updated By: Saramon



VICINITY MAP
N.T.S.

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

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

900 LONG PRAIRIE ROAD:

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

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

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

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

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

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

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

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

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THENCE NORTH 21 DEGREES 49 MINUTES 47 SECONDS WEST, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID LONG PRAIRIE ROAD, PASSING A 1/2 INCH IRON ROD FOUND AT 533.00 FEET, CONTINUING A TOTAL DISTANCE OF 953.53 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "WEIR & ASSOC" FOR CORNER, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 1225.94 FEET, A DELTA ANGLE OF 14 DEGREES 42 MINUTES 34 SECONDS, A CHORD BEARING OF NORTH 29 DEGREES 15 MINUTES 02 SECONDS WEST, AND A CHORD LENGTH OF 313.87 FEET

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

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

Manhard CONSULTING

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

REVISIONS

DATE	BY	REVISIONS

LAKESIDE DEVELOPMENT

FLOWER MOUND, DENTON COUNTY, TEXAS

MASTER PLAN AMENDMENT EXHIBIT

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

PROJ. MGR.: BJB

PROJ. ASSOC.: PA

DRAWN BY: CHS

DATE: 06-12-2023

SHEET

EX 1

PENDING

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

DATE: October 6, 2025
FROM: Poornima Kashyap, Planning Manager
ITEM: **Public Hearing to consider an ordinance amending the zoning (MU23-0001 – Lakeside DFW / Lakeside East) from Planned Development District No. 38 (PD-38) with Commercial District-2 (C-2) uses and Planned Development District No. 39 (PD-39) with Commercial-2 District (C-2) uses to Mixed Use District-1 (MU-1) for Lakeside DFW, and to amend Mixed Use District-1 (MU-1) standards to include conceptual plans and development standards for Lakeside East, to modify Lakeside DFW development standards to transfer unutilized residential density from the MU-C(1), MU-C(4), and MU-N(1) subzones to the proposed MU-N(2) subzone, and to request certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located east and west of Long Prairie Road and north and south of Lakeside Parkway. (PZ recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting.) (On April 7, 2025, the Town Council moved to postpone this item to the applicant's time schedule by a vote of 5 to 0).**

BACKGROUND:

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

- Incentives – An associated incentive request is included on the same agenda.
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning and Zoning Commission recommended denial by a vote of 4 to 2 at its March 24, 2025, meeting. On April 7, 2025, the Town Council moved to postpone this item to the applicant's time schedule by a vote of 5 to 0.

In order to address concerns expressed by the Commission and the Town Council, the applicant has made the following changes to the Lakeside DFW Development Code. The changes to the development standards proposed after April 7th are identified in red text.

- Residential density has been reduced from 326 multifamily units to 132 townhome units. The townhomes may be located on individually platted lots or may be grouped on a common lot. If dwelling units are grouped on a common lot, they shall be deed-restricted under a condominium association.
- Includes development standards and street sections for both internal drives and streets to accommodate the proposed townhomes, depending on whether the units are individually platted or part of a condo association.
- The 4-story office building located at the northwest corner of the site was replaced with two smaller retail/office buildings. P&Z had expressed concerns over the height of the building due to its proximity to proposed residential development to the north.
- Revisions to the open space plan based on the proposed townhomes layout. This development requires a minimum of five percent open space, which is approximately 1.06 acres. The proposed open space accounts to approximately 1.76 acres.
- On May 2, 2024, the Parks Board recommended approval of park land dedication, cash in lieu of open space credit, or a combination be accepted for the Lakeside East mixed-use development. For multiple townhomes located on a single lot, the required parkland dedication is 3.67 acres (calculated at 2.78 acres per 100 residential units). For townhomes on individually platted lots, the requirement increases to 4.44 acres (based on 3.36 acres per 100 units). At the time of Subdivision Site Plan review, the developer must demonstrate compliance with these requirements by dedicating the required acreage through the park credit option that utilizes multipliers for the open space based on the enhanced amenities included within the open space. The developer also has the option to make up for any missing acreage by paying fees in lieu for that remaining amount.
- Require completion of ~~35,000~~ 18,000 square feet of non-residential building space to include completion of a building final inspection indicating finish-out permits are ready to be applied for prior to issuance of certificate of occupancy for the multifamily development. The ~~35,000~~ 18,000 square feet must be located entirely within the MU-TMR(3) Subzone and shall include the buildings located between the multifamily building and FM 2499 Arterial.
- Require approval of a Specific Use Permit for drive-thru uses and for a veterinary clinic with indoor pens.
- Comply with the established minimum and maximum percentages of openings for Lakeside DFW except: i) exterior walls enclosing a restaurant kitchen are not required to include windows; and ii) the multistory office building may include glass up to 85% of the wall area.

The draft exhibit attached to the staff report as Attachment #3 is pending final review and approval by the Town staff. If this project were to be approved, staff recommends including a condition that the applicant work with staff to finalize the development standards for Lakeside East to reflect the stated intent.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

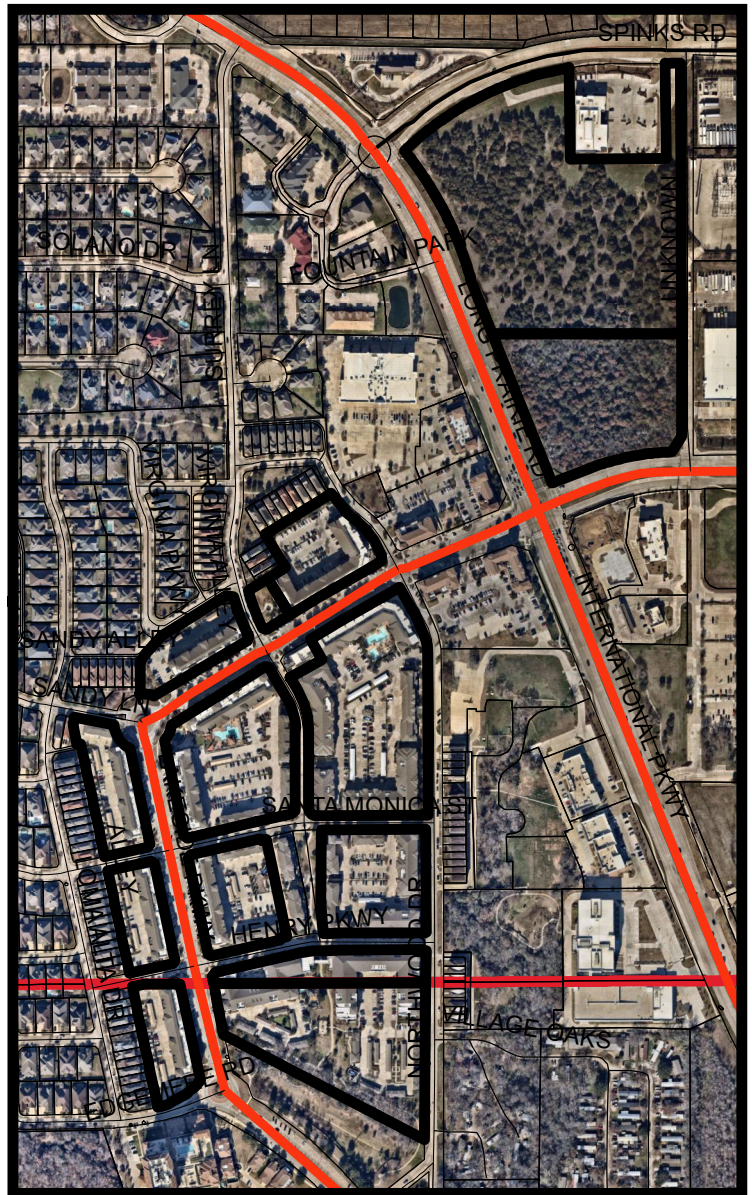
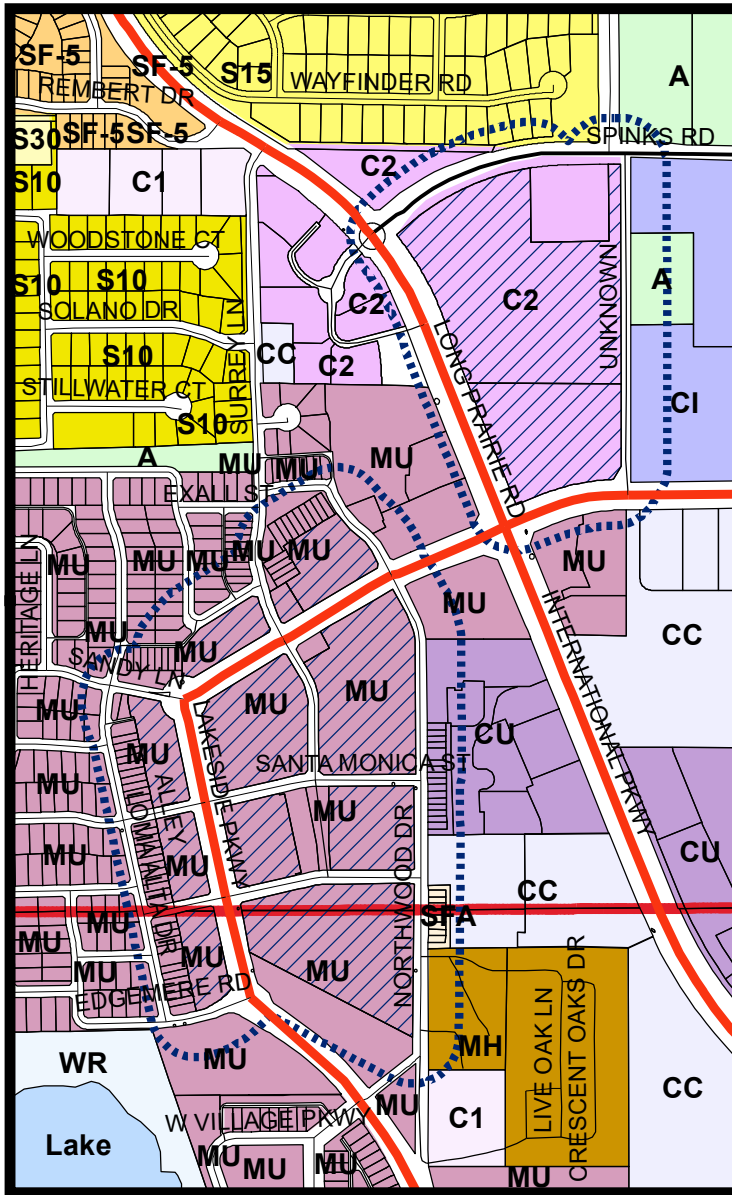
ATTACHMENTS:

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

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

Vicinity Map

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



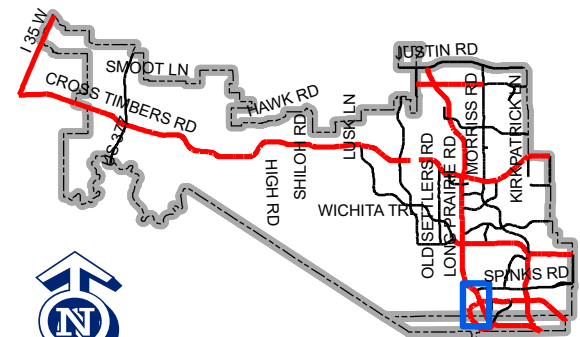
LEGEND

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

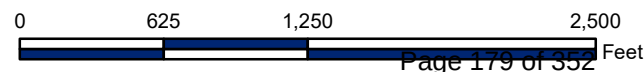
- Subject Property
- 200 ft Notification Buffer around Property

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

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



Map Location



TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

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

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on March 24, 2025, and the Town Council of the Town held a public hearing on April 7, 2025, and October 6, 2025, with respect to the proposed zoning amendment described herein; and,

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

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

SECTION 1

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

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

SECTION 2

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

SECTION 3

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

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein and in Exhibit "B" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

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

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT "A"

900 LONG PRAIRIE ROAD:

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

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

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

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

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

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



LAKESIDE DFW
DEVELOPMENT CODE
AMENDED

ORDINANCE 63-12

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

Flower Mound, TX

September 17, 2025

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

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

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PREFACE TO AMENDED CODE

PREFACE TO AMENDED DEVELOPMENT CODE

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

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

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

There are no changes to the following subzones:

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

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

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

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

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

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

STATISTICAL ANALYSIS OF LAND USE

LAND USE STATISTICAL ANALYSIS

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

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

CHARACTER ZONE STANDARDS

SECTION 3: DEFINITION OF CHARACTER ZONES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MU-TMR(3) comprises the commercial approximate 11.4 acre subzone within a 21-acre mixed-use tract at the northeast end of the Lakeside DFW development district east of FM 2499 between Lakeside Parkway and Spinks Road known as **Lakeside East**. The Subzone consists of office, retail, restaurants, and hotel occupancy arrayed along a pedestrian oriented drive.

MU-N(2) comprises the approximate 9.8 acre residential portion of the 21-acre **Lakeside East** neighborhood consisting of townhome occupancy. Only Townhomes are permitted in MU-N(2) subzone though multiple townhomes may be grouped on a single lot, or the townhomes may be individually platted.

SECTION 3: DEFINITION OF CHARACTER ZONES

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

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

Administrative Provisions:

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

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

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

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

identified in table 3.2.

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

Private Deed Restrictions:

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

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

The Town's review of the proposed deed restrictions is limited to assurance that they conform to the performance standards specifically established herein,

Center of Mixed Use area: Urban Core and Urban Neighborhood MU-C and MU-N

Transition to neighborhoods: MU-TNG

Transition to an environmental area: MU-TEN

Transition to major roadway: MU-TMR(3)

MU-N(2)

Google Earth

32°59'25.83" N 97°04'02.51" W elev. 0 ft. sep. at 65°

CONCEPT PLAN AND REGULATING PLAN

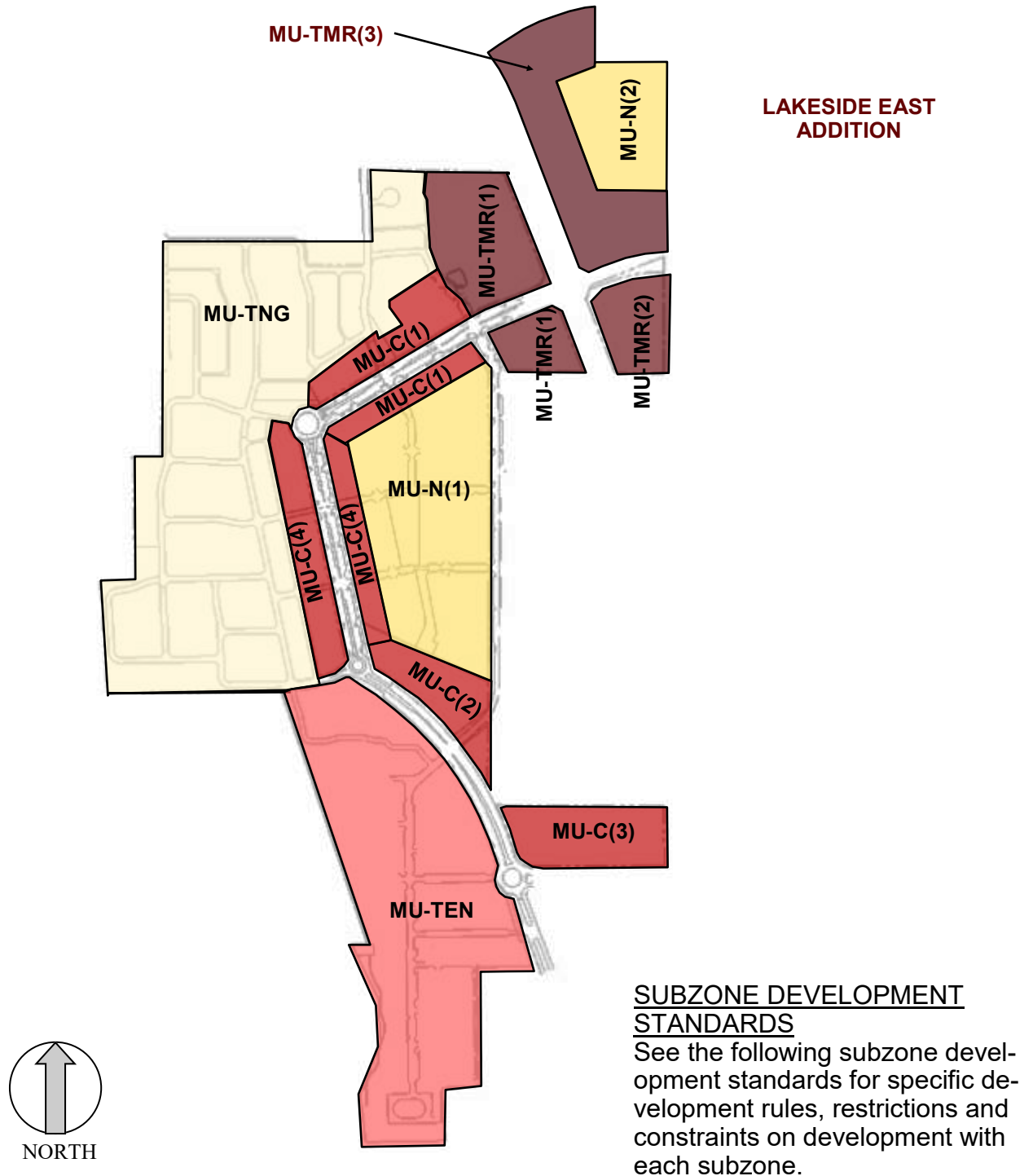


TABLE 3.1: PERMITTED USES

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

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

P = Permitted use

P/C = Permitted only where identified in subzone rules

NP = Use Not Permitted

SUP = Permitted with a Special Use Permit

A = Permitted as an accessory use

NA = Not Applicable

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

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

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

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Other Uses										
Model homes, attached and detached, for sales and promotion		P/C	P/C	P/C	P/C	P	P	P	P/C	P/C
Temporary Sales Trailer		NP	NP	NP	NP	NP	NP	P ³	NP	NP
Full-service Hotels		P	P	P	P	NP	NP	P	P	P
Outdoor temporary removable displays and sales for fairs, festivals and other special events held in outdoor spaces		SUP	SUP	SUP	SUP	NP	NP	P	SUP	SUP
Outdoor vendor sales		P	P	P	P	NP	NP	P	NP	NP
Parking, surface		P	P	P	P	P	A	P	P	P
Parking, structured		P	P	P	P	P	NP	P	P	P
Sales from kiosks		P	P	P	P	NP	NP	P	P/C	P/C
Any permitted use with a drive through facility		NP	NP	P	NP	NP	NP	NP	P	P
Veterinary clinic (no outdoor facilities for overnight storage of animals)		SUP	SUP	P	SUP	NP	NP	P	P	P
Information centers		P	P	P	P	P	NP	P	P	P

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NA = Not Applicable

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

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

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

TABLE 3.1: PERMITTED USES

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

Land Use Category	Use Status	
	MU-N(2)	MU-TMR (3)
Commercial Uses (Office, Retail, and Service Uses)		
Retail sales or service (excluded from this category are retail sales and services establishments geared towards the automobile, including gasoline service stations.)	P/C	P
Retail sales or service including establishments geared towards the automobile (including gas stations)	NP	NP
Finance, insurance, and real estate establishments including banks, credit unions, real estate, and property management services.	P/C	P
Offices for business, professional, and technical uses such as accountants, architects, lawyers, doctors, etc.	P/C	P
Food service uses such as full-service restaurants, cafeterias, and snack bars	P/C	P
Accessory residential uses such as leasing office or fitness center	P	NP
Residential Uses		
Home occupations	A	NA
Live/work units	P/C	NP
Residential lofts (Upper Floor Residential) NOTE 1	N/P	NP
Apartments/condos (Including Ground Floor Residential) NOTE 6	P	NP
Single-family residential attached dwelling unit (Townhomes) NOTE 1	P	NP
Single-family residential detached dwelling unit	P/C	NP
Arts, Entertainment, and Recreation Uses		
Fitness, recreational sports, gym, or athletic club	P/C	P
Games arcade establishments	NP	P
Theater, cinema, dance, or music establishment	NP	P
Museums and other special purpose recreational institutions	NP	P
Parks, greens, plazas, squares, environmental preserves, and playgrounds	P	P
Art, antique, furniture or electronic studio (retail, repair, or fabrication)	P/C	P

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P/C = Permitted only where identified in subzone rules

NP = Use Not Permitted

SUP = Permitted with a Special Use Permit

A = Permitted as an accessory use

NA = Not Applicable

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

NOTE 4: In Subzone MU-TMR(3), Full Service Hotels shall be defined by required standards. The required standards are as follows:

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

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

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

NOTE 6: Only Townhomes are permitted in MU-N(2) subzone, though multiple townhomes may be grouped on a single lot, or the townhomes may be individually platted.

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

	MU-C (1)	MU-C(2)	MU-C (3)	MU-C (4)	MU-N (1)	MU-TNG	MU-TEN	MU-TMR (1)	MU-TMR (2)
SECTION 3: Character Zones									
Area: Concept Plan (acres)	7.2	4.8	5.7	8.1	20.5	57.7	38.5	11.5	4.5
Minimum Area	7	4	5	8	20	35	38.5	11	4
Maximum Area	12	6	6	12	23	59	38.5	17	5
Maximum Residential Units	258	0	0	356	623	258	929*	48	0
Maximum Commercial SF x 1000	180	8.4	125	180	8	0	270	85	34
Estimated Hotel Rooms			135				175		

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

Lot and Block Standards

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

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

SECTION 4: Street Standards

SEE SECTION 4: THOROUGHFARE STANDARDS FOR TYPICAL STREET SECTIONS

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

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

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

SECTION 5: Open/Civic Space Standards

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

SECTION 6: Parking Standards

On-street Parking (Excluding alleys)									
Parallel	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Angled	Permitted	Permitted	Permitted	Permitted	Permitted	No	Permitted	Permitted	Permitted
Parking Lane Width									
Parallel	8	8	8	8	8	8	8	8	8
Angled	18	18	18	18	18	NA	18	18	18

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

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

SECTION 7: Building Standards

Ground Floor Requirements

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

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

	MU-N(2)	MU-TMR (3)
SECTION 3: Character Zones		
Area: Concept Plan (acres)	7.9	13.2
Minimum Area	5	12
Maximum Area	9	16
Maximum Residential Units	132	0
Maximum Commercial SF x 1000	18	250
Estimated Hotel Rooms	0	180

Lot and Block Standards

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

Block Type (Note 4)	Regular	Regular
Block Face Dimensions		
Minimum	Not applicable	Not applicable
Maximum (Note 5)	Not applicable	Not applicable
Lot Dimensions	Residential	Commercial
Minimum Lot Area	1,000 SF	5,000 SF
Minimum Lot Width	20'	60'
Minimum Lot Depth	50'	60'
Maximum Lot Coverage	100%	100%

SECTION 4: Street Standards

See Section 4 for Private Drive standards

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

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

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

SECTION 5: Open/Civic Space Standards

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

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

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

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

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

SECTION 7: Building Standards

Ground Floor Requirements

Built to commercial standards: See Section 7	Not Req'd	See Section 3.9 for Standards
	Permitted	Prohibited
Residential occupancy on ground floor		
Building Height		
Minimum Height—Stories	1	1
Maximum Height—Stories	4	6
Set Backs		
Front - Min	0'	0'
Front - Max	See Section 3.9	
Side	0'	0'
Side/Corner	0'	0'
Rear	5'	5'

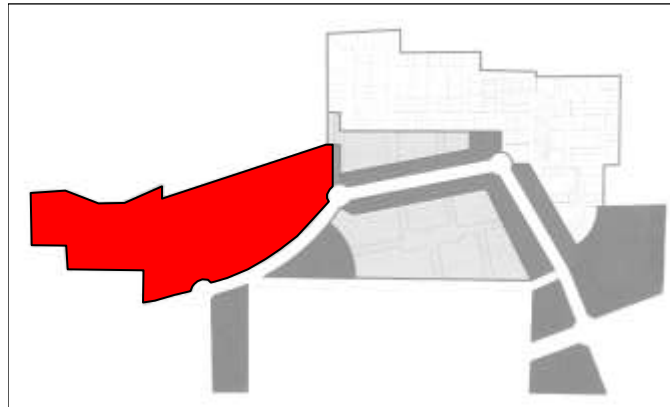
TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE		
	MU-N(2)	MU-TMR (3)
Building Orientation	to Street or Open Space	to Street
Accessory Buildings		

TABLE 3.3 BONUS HEIGHT PROVISIONS

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

SUBZONE STANDARDS

SECTION 3.1. SUBZONE PLAN MU-TEN



A: MICROZONE (MZ) NARRATIVE

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

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

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

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

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

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

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

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

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

**SUBZONE MU-TEN
LAND USE REGULATIONS**

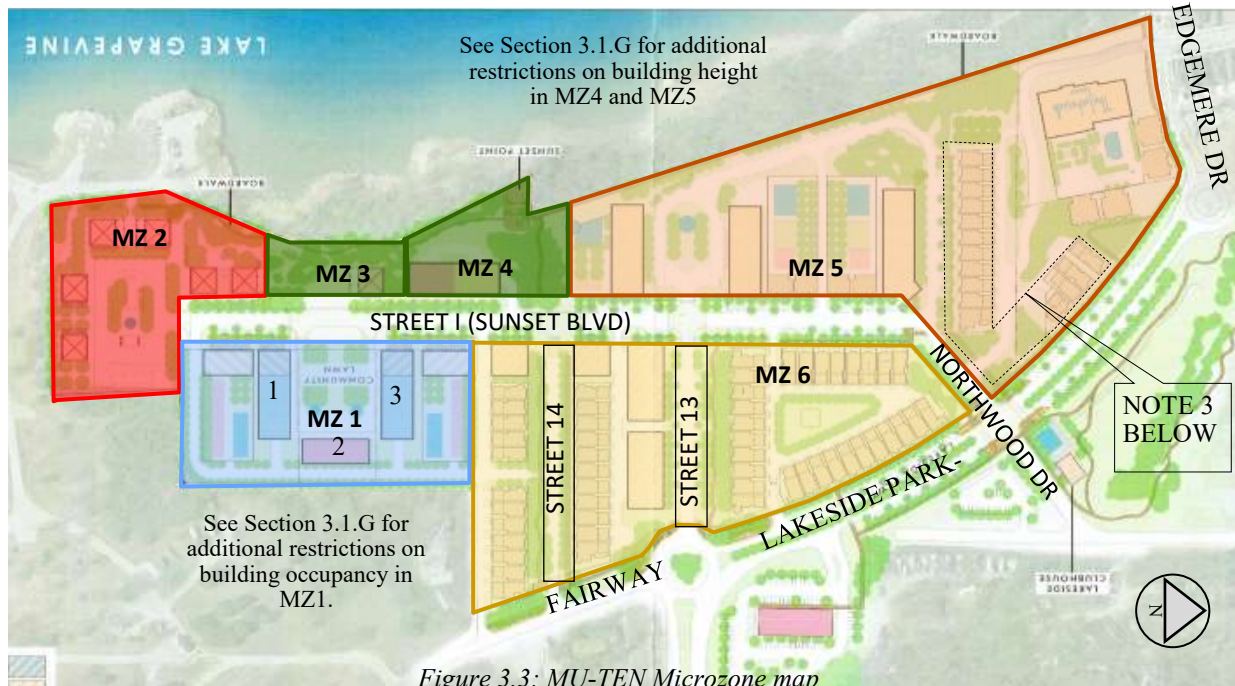


Figure 3.3: MU-TEN Microzone map

GENERAL LAND USE

TABLE 3.1.1: SUPPLEMENT TO TABLE 3.1 PERMITTED USE TABLE

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

- √ PERMITTED
• REQUIRED
PROHIBITED

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

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

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

NOTE 3: If attached townhomes are proposed, whether platted

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

NOTE 4: Buildings are 5-story minimum height.

NOTE 5: Permitted South of Street 13 only.

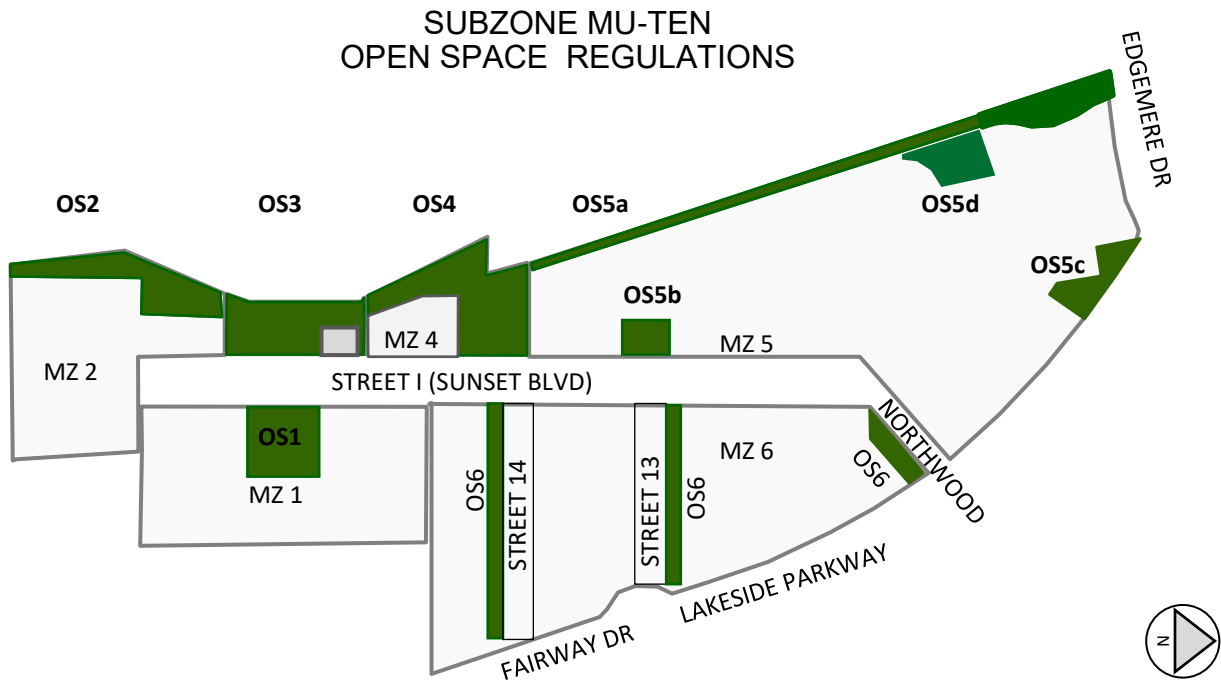


Figure 3.4: MU-TEN Public Open Space Map

TABLE 3.1.2 SUBZONE MU-TEN OPEN SPACE SUMMARY

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

B: OPEN SPACE NARRATIVE

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

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

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

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

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

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

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

Lakeside Parkway.

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

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

SUBZONE MU-TEN COMMERCIAL STREETSCAPE REGULATIONS

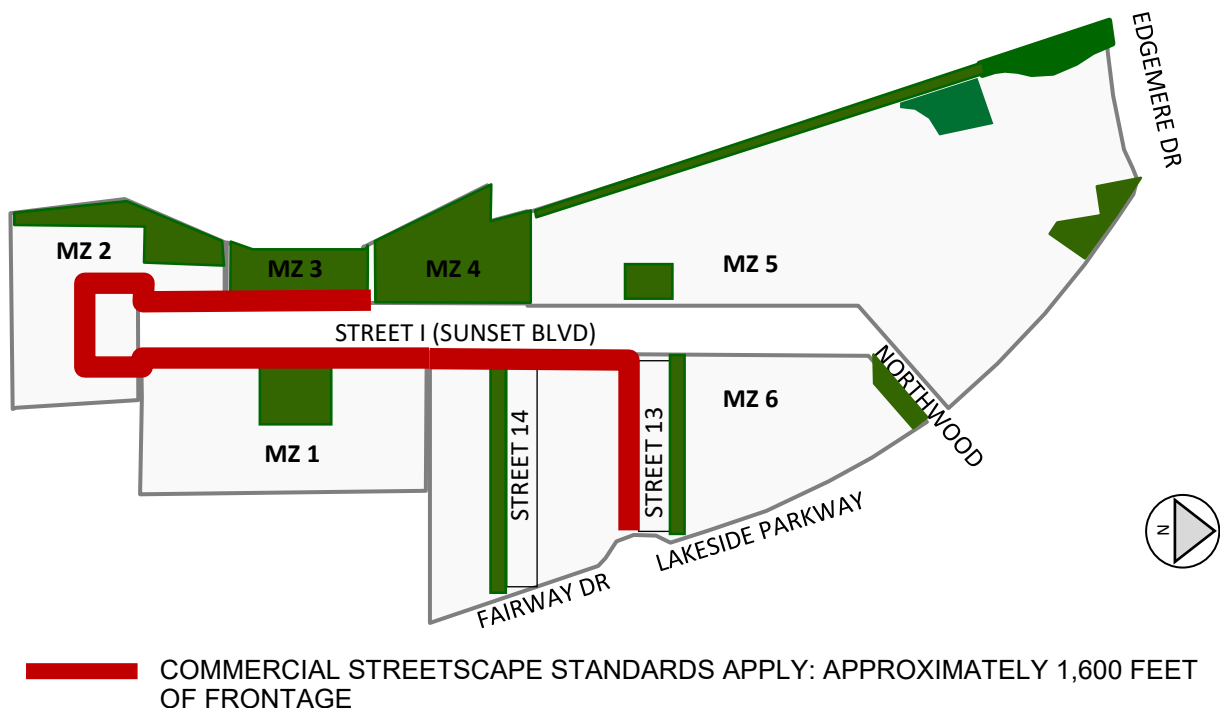


Figure 3.5: MU-TEN COMMERCIAL STREETSCAPE MAP

D: COMMERCIAL STREETSCAPE:

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

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

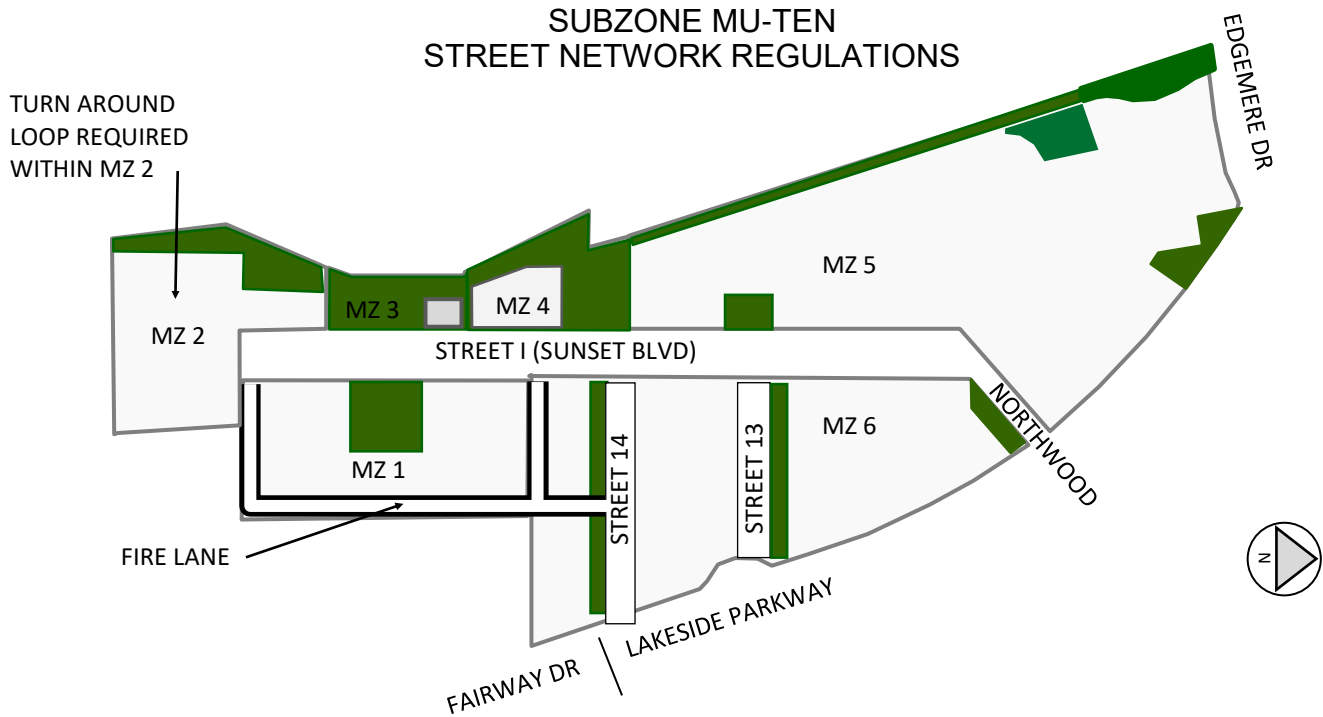


Figure 3.6: MU-TEN Street Network
See Table 4.1 for additional standards on Street types

E. STREET NETWORK STANDARDS

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

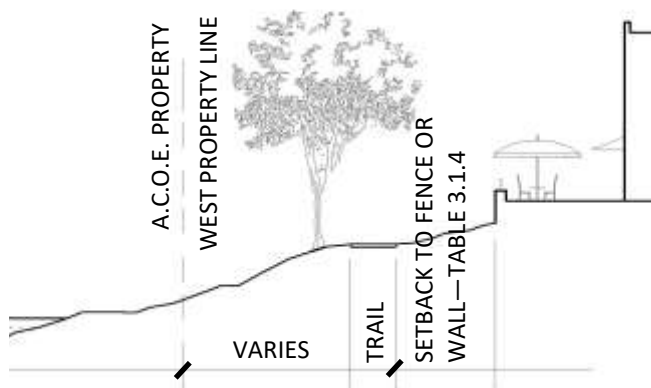


TABLE 3.1.4 PUBLIC ACCESS SETBACK TO WALL OR FENCE	
OS2: WATERFRONT BLUFF	5'
OS3: SUNSET GREEN	2'
OS4: SUNSET POINT	10'
OS5a: BOARDWALK	10'

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

**SUBZONE MU-TEN
PUBLIC ACCESS DEFINITION**

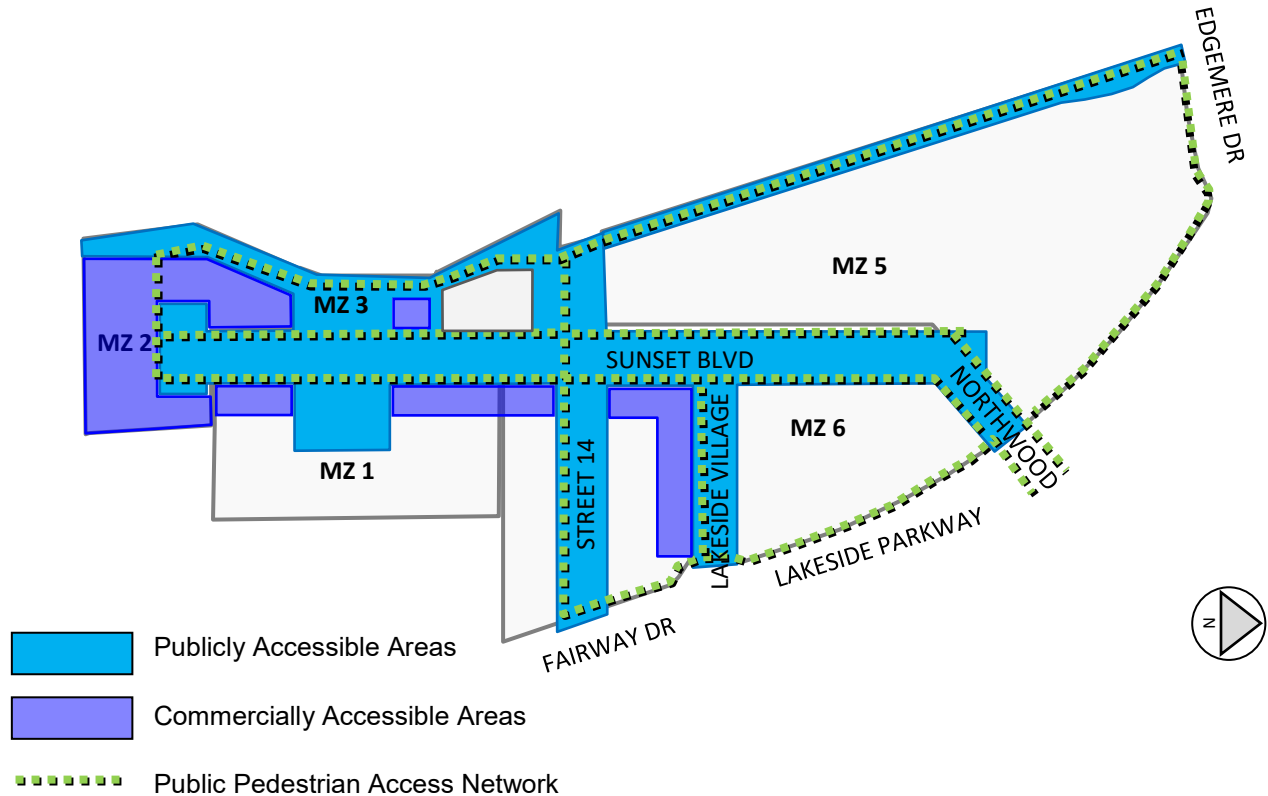


Figure 3.8: MU-TEN Public Access Map

F. PUBLIC PEDESTRIAN ACCESS NETWORK

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

ards provided there is an accessible route to commercial destinations.

TABLE 3.1.3: SUBZONE: MU-TEN

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

SUBZONE MU-TEN

G. ARCHITECTURAL STANDARDS

1. GENERAL

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

2. SITE DESIGN

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

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

4. PARKS, TREES & OPEN SPACE

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

5. BUILDING DESIGN

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

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

SUBZONE STANDARDS

SECTION 3.2. SUBZONE PLAN MU-C (3)

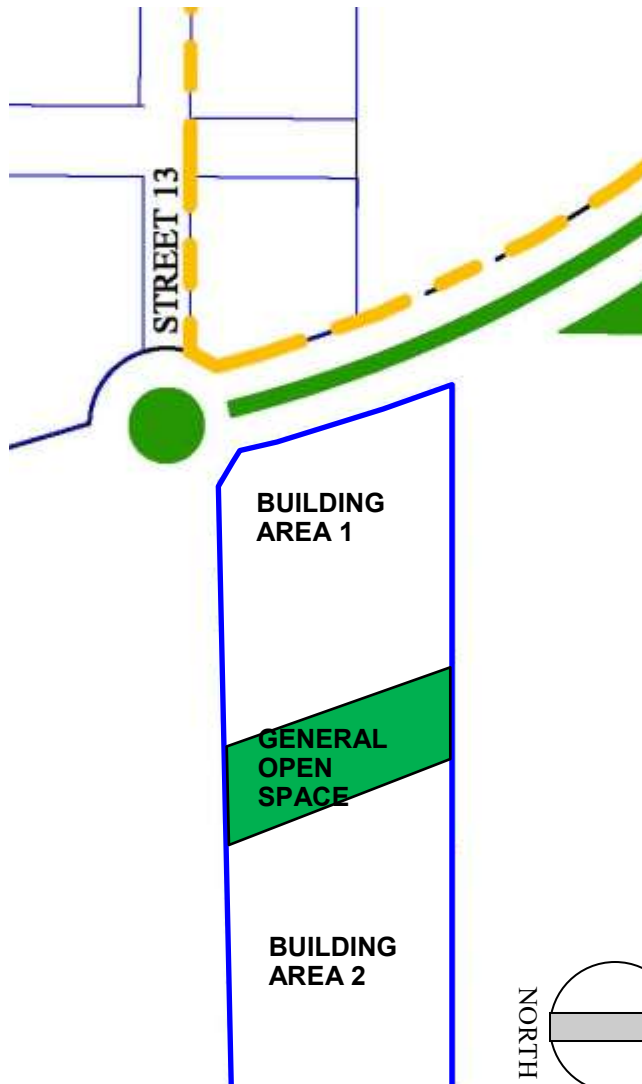
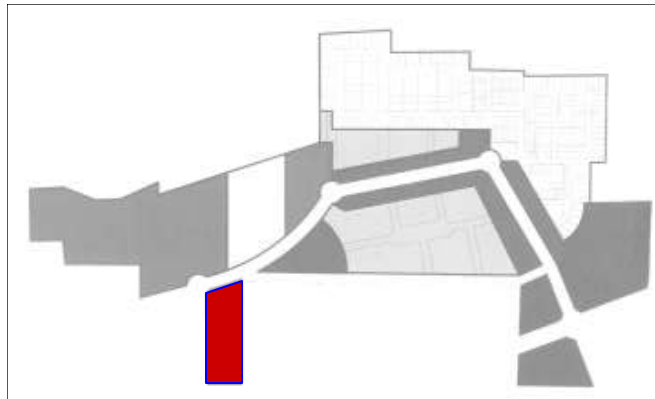


Figure 3.7: MU-TC(3) subzone map

BUILDING AREA MICROZONES

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

GENERAL OPEN SPACE

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

SIDEWALK

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

SUBZONE STANDARDS

SECTION 3.3. SUBZONE PLAN MU-C (2)

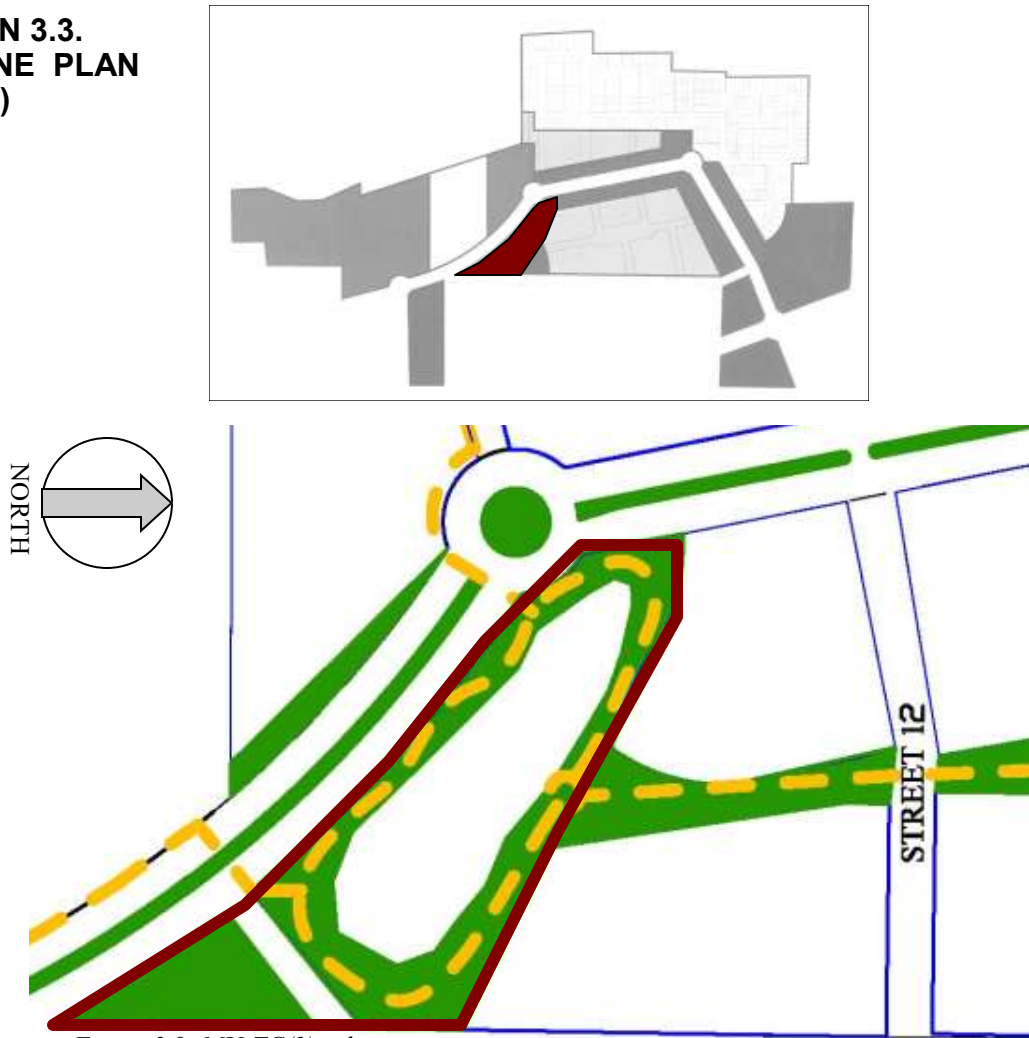


Figure 3.9: MU-C(2) subzone map

MU-C(2) SUBZONE

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

SUBZONE STANDARDS

SECTION 3.4. SUBZONE PLAN MU-N(1)

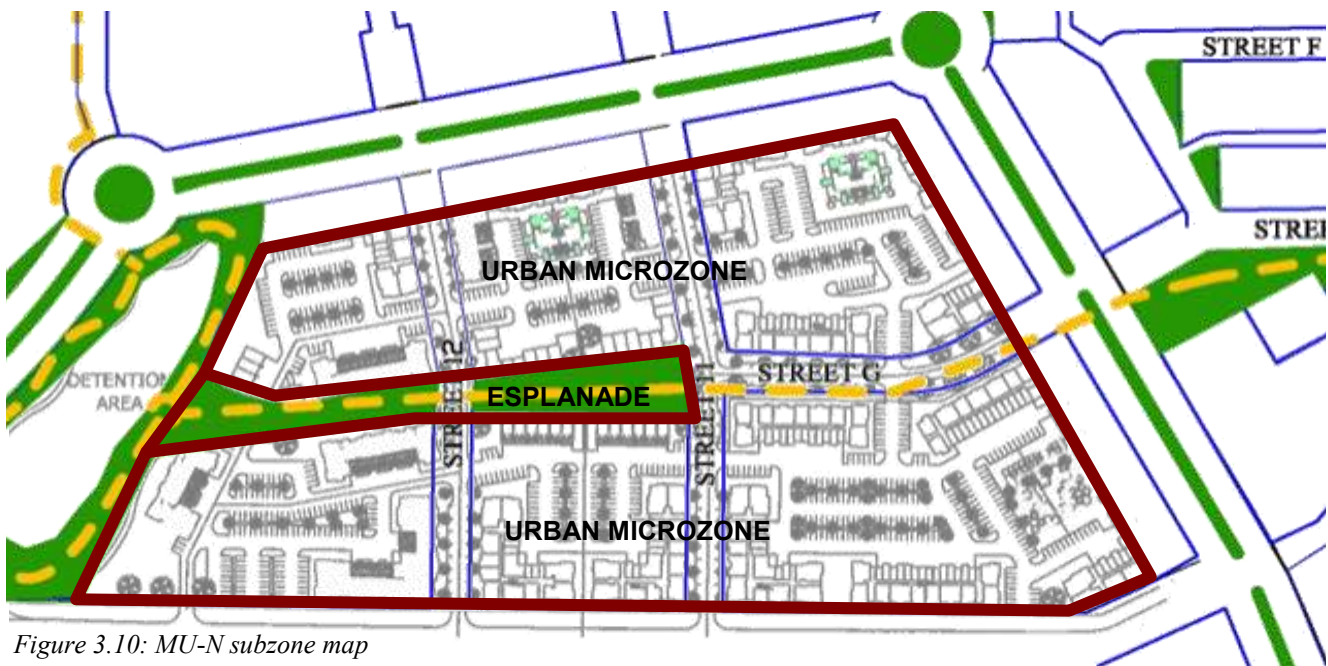
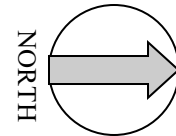
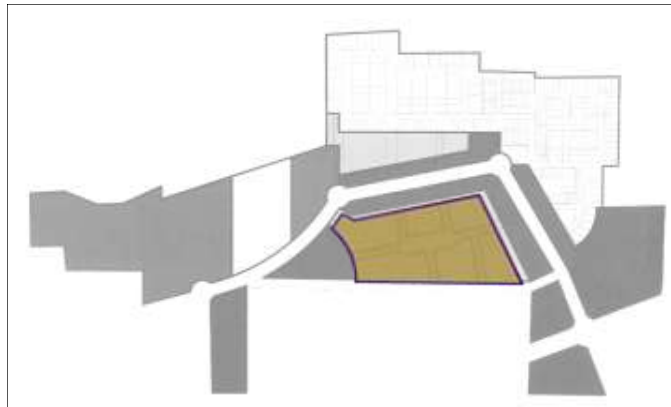


Figure 3.10: MU-N subzone map

ESPLANADE MICROZONE

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

URBAN MICROZONE

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

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

SUBZONE STANDARDS

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

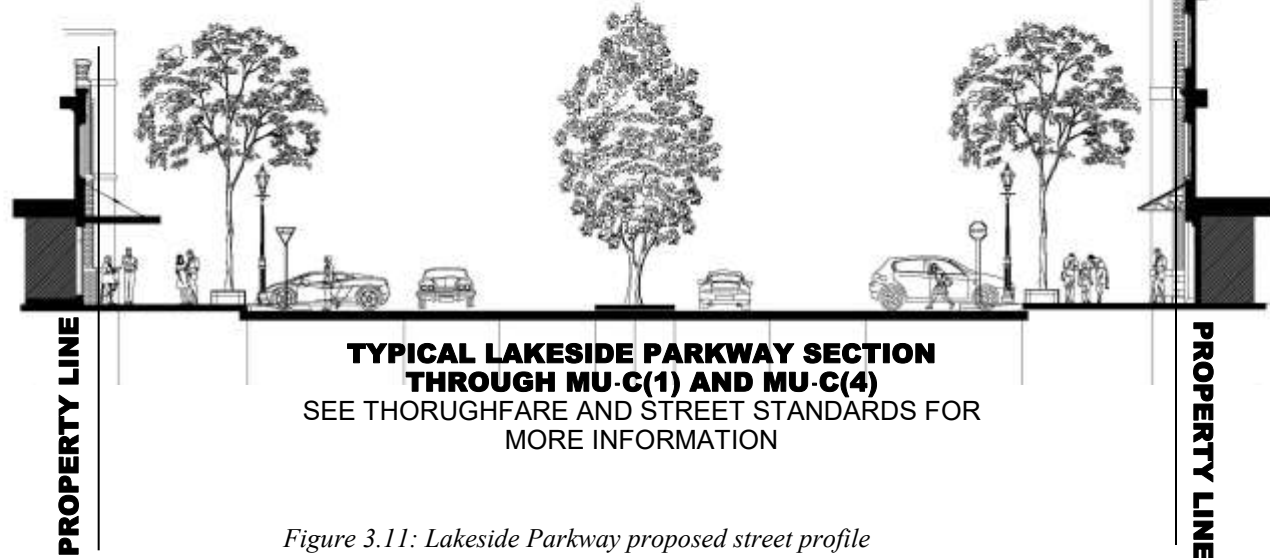
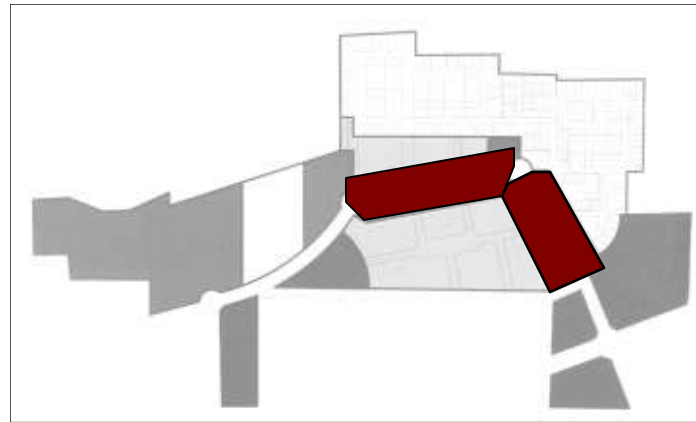


Figure 3.11: Lakeside Parkway proposed street profile

MU-C(1) SUBZONE

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

SUBZONE STANDARDS

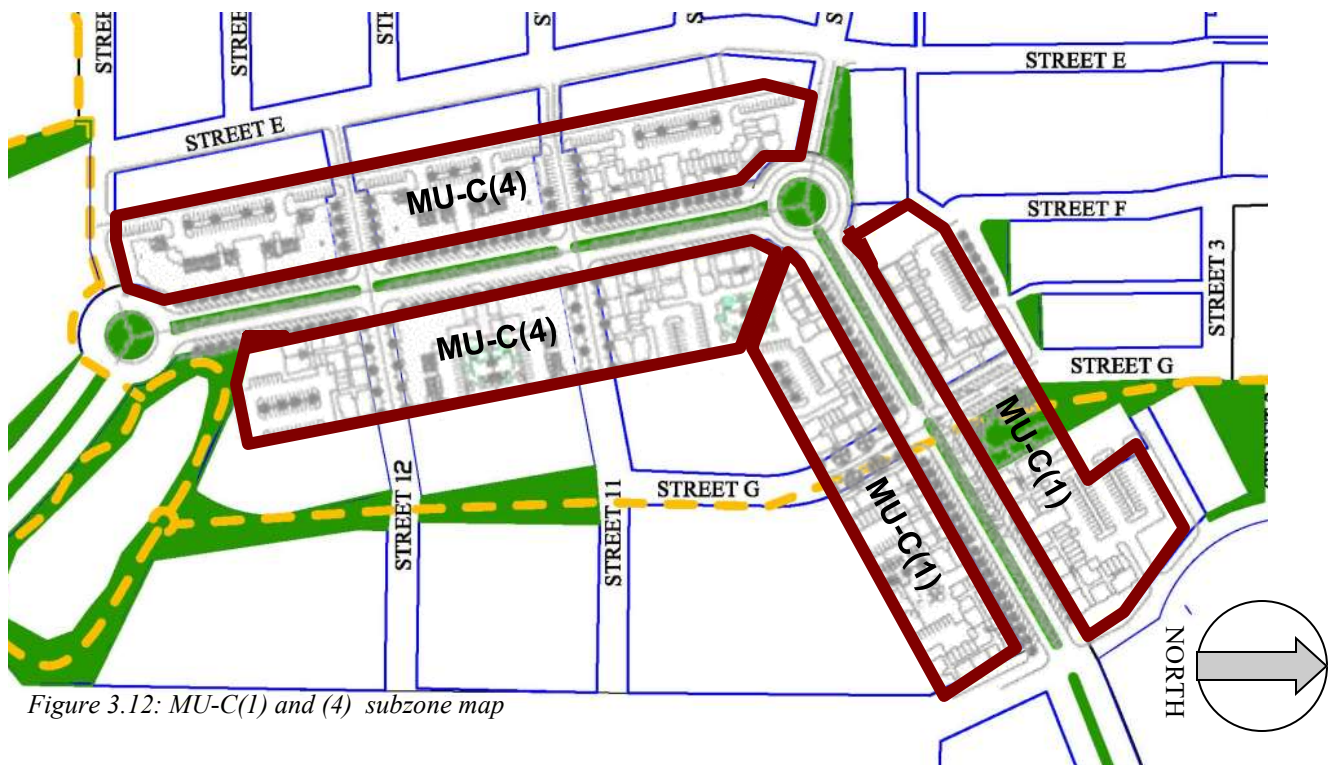
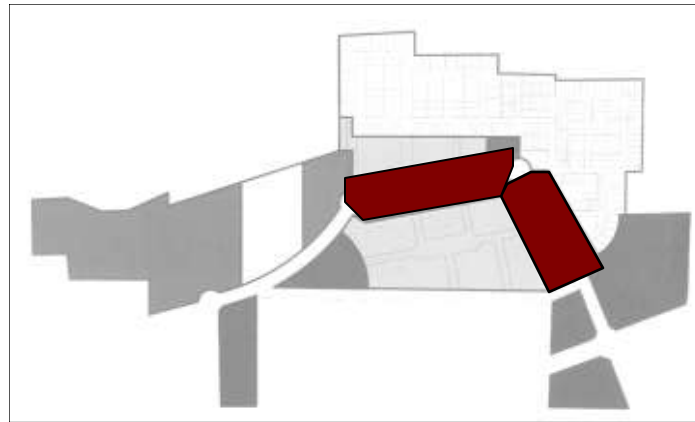


Figure 3.12: MU-C(1) and (4) subzone map

MU-C(4) SUBZONE

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

SUBZONE STANDARDS

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

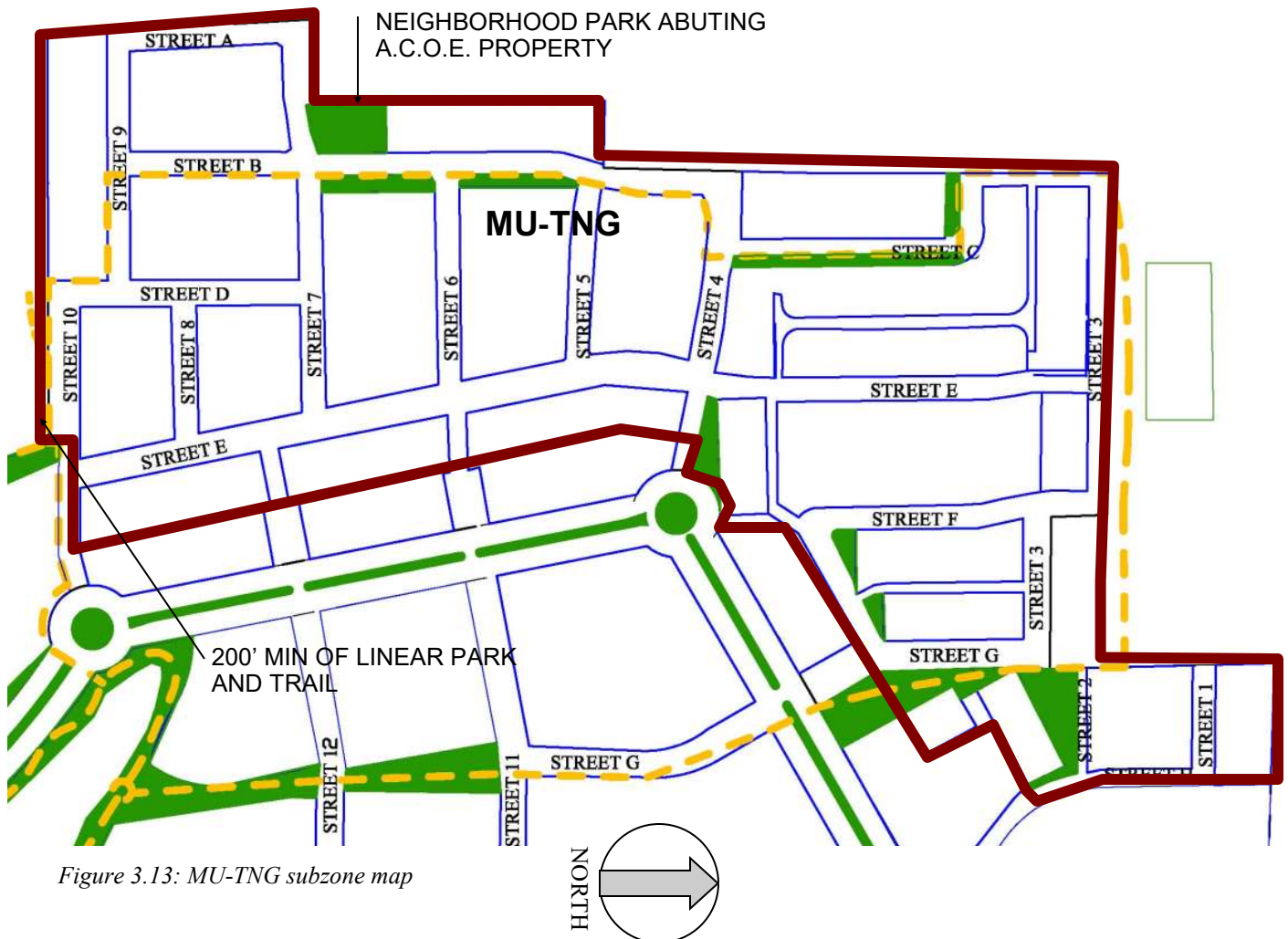
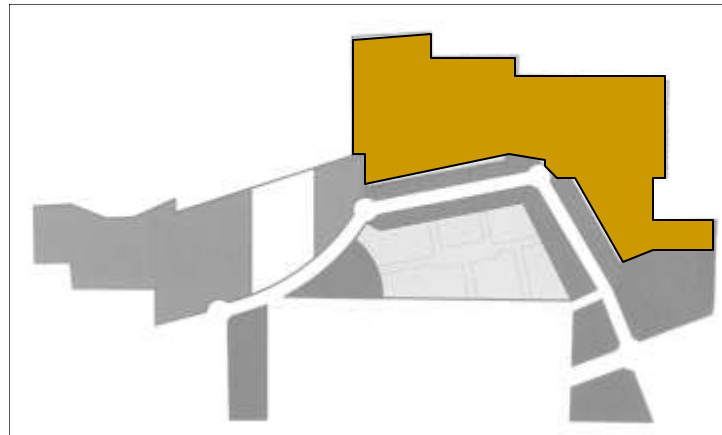


Figure 3.13: MU-TNG subzone map

SUBZONE STANDARDS

MU-TNG SUBZONE

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

SUBZONE: MU-TNG

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

SUBZONE STANDARDS

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

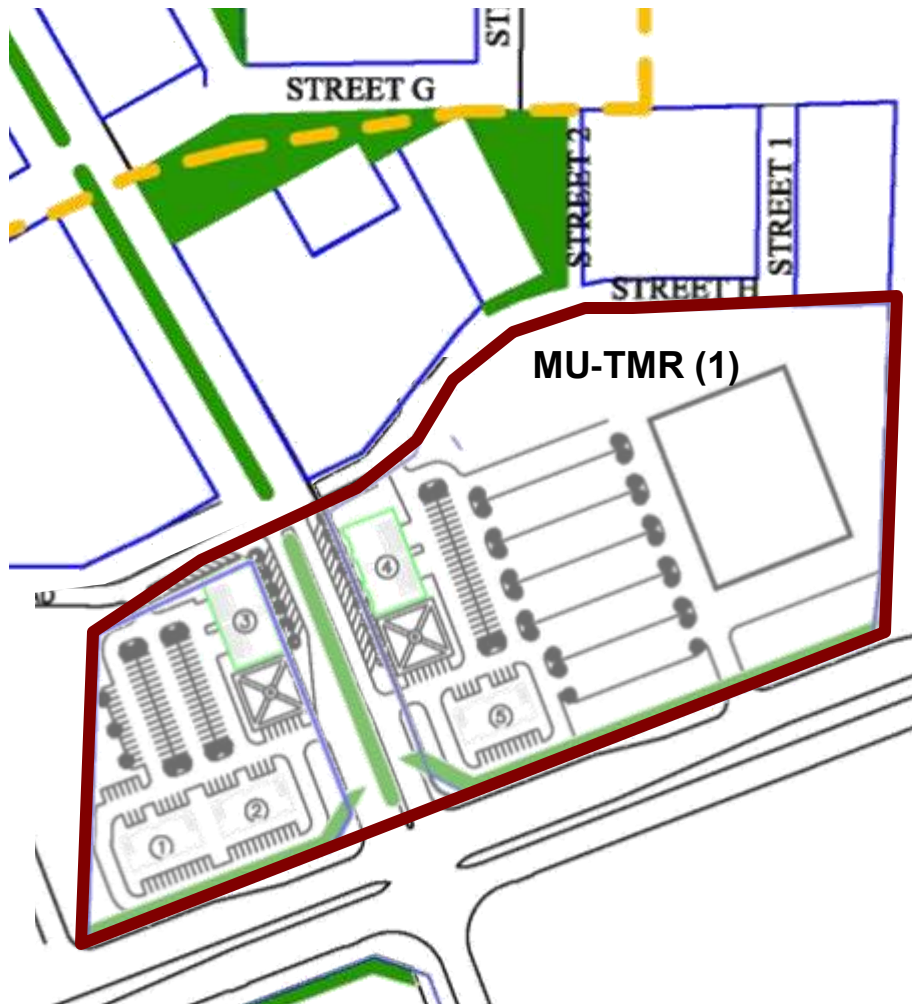
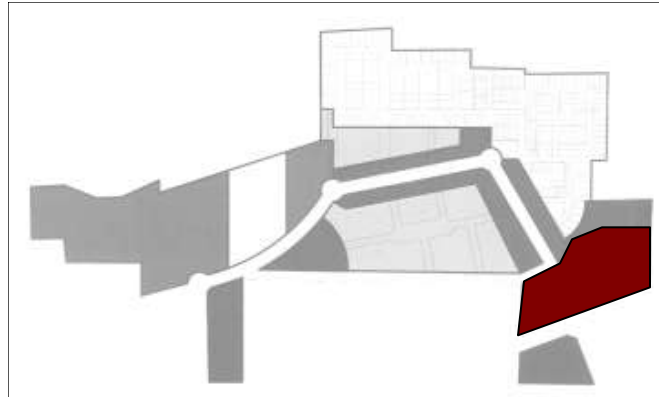


Figure 3.14: MU-TMR (1) subzone map

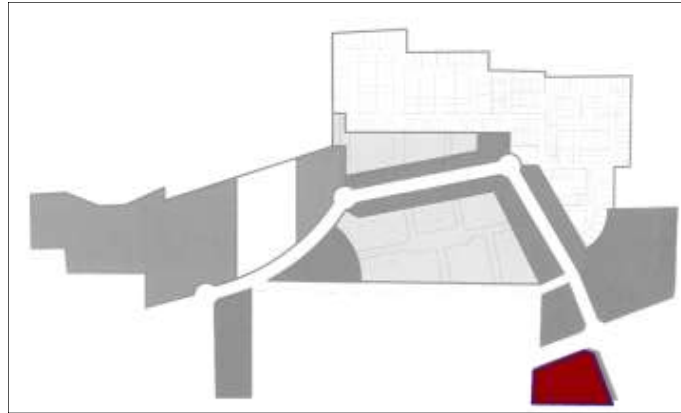
SUBZONE STANDARDS

MU-TMR (1) SUBZONE

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

SUBZONE STANDARDS

SECTION 3.8. SUBZONE PLAN MU-TMR (2)



SUBZONE: MU-TMR (2)

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

SUBZONE STANDARDS

SECTION 3.9
LAKE SIDE EAST TRACT
SUBZONES MU-TMR(3) AND MU-N(2)

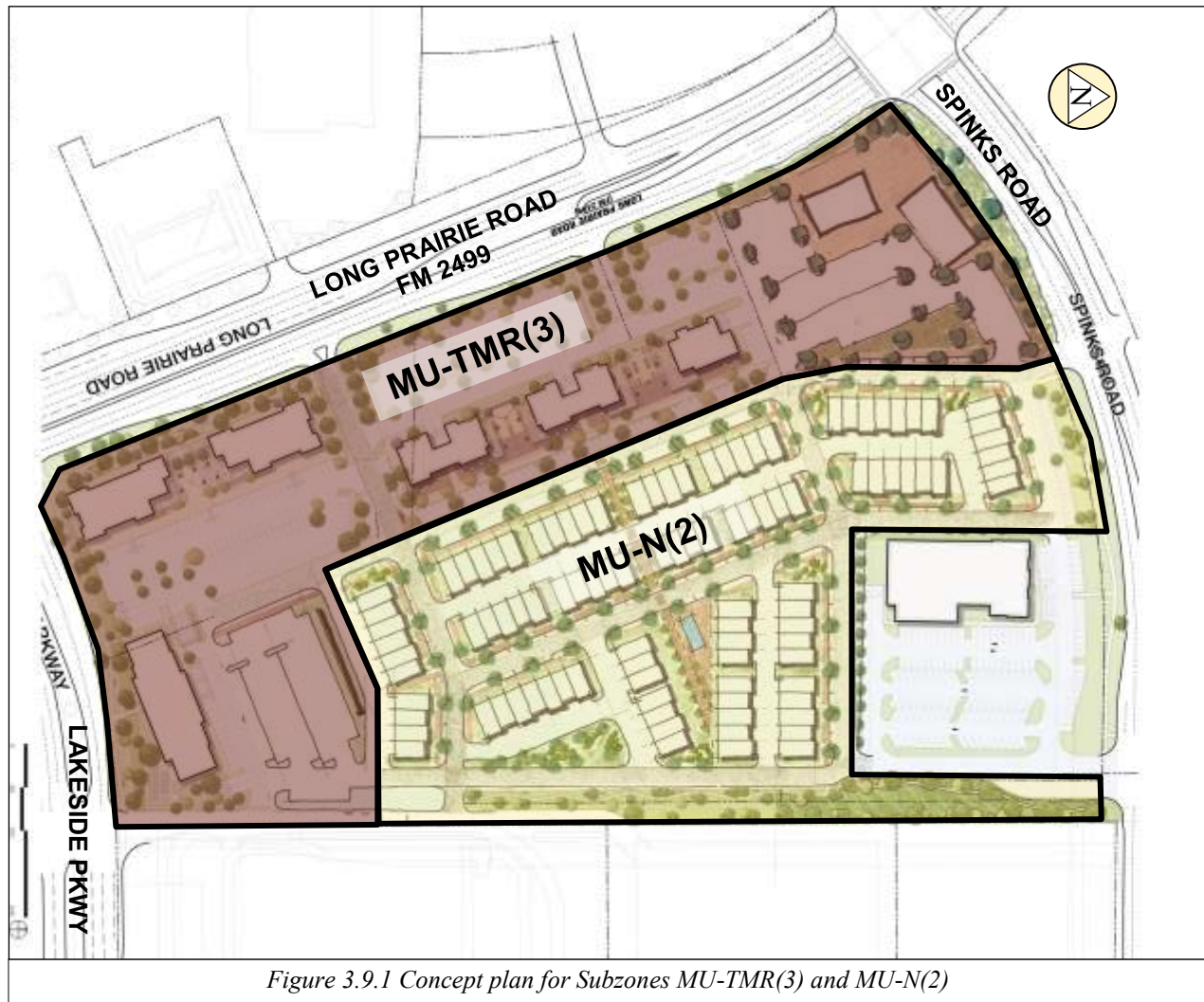
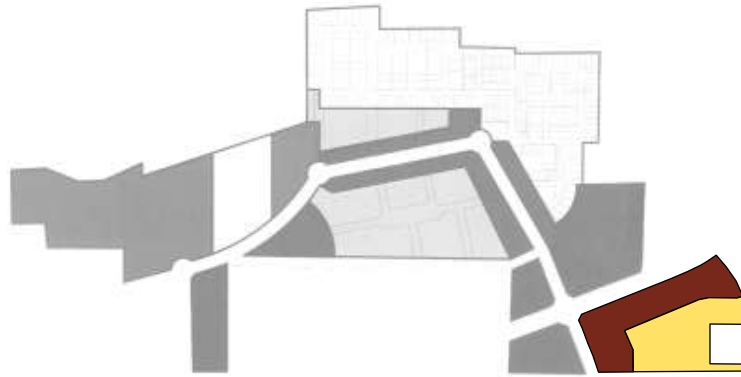


Figure 3.9.1 Concept plan for Subzones MU-TMR(3) and MU-N(2)

3.9 SUB-SECTIONS

- A. Project Narrative
- B. Vehicular Easement Access
- C. Subzones MU-TMR(3) and MU-N(2)
- D. Subzone MU-TMR(3)
- E. Subzone MU-N(2)
- F. Open Space and Landscaping

A. Project Narrative

1. Approximately 21 acres shall be annexed into the Lakeside DFW development district. The land uses shall include restaurants, offices, residential **townhome** units, retail, hospitality, and open spaces organized around pedestrian-oriented drives. Within the site, the drives shall be owned and maintained privately and buildings may have facades fronting on both a private drive and a public arterial. Consequently, the prevailing development standards of the code are clarified herein specifically for this site.
2. The site is bounded by 3 public arterial and/or collector streets to the north, west and south. Industrial uses are located to the east. The approximate location and orientation of the various building types on the site are depicted in the concept plan (Figure 3.9.1). The 2 primary corners, at FM 2499 / Spinks Road and FM 2499 / Lakeside Parkway, are anchored by commercial buildings. The commercial buildings and network of drives and sidewalks employ the scale, orientation, and architecture of the Lakeside DFW District. The restaurants shall include dining plazas fronting the internal drive.
3. The private **mixed-use** vehicular network employs urban street sections that include travel lanes, on-street parking, sidewalks, and street trees, providing pedestrian connectivity to all the uses on the site.
4. The plan also includes amenitized open spaces that

shall be privately owned and privately maintained and shall include a public access easement.

5. Parking lots at frontage and at corners of private drives are permitted.

B. Vehicular Easement Access

1. All internal drives shall be identified as either: Mixed Use Private Drive, Residential Private Drive, **Courtyard Private Drive**, Residential Alley, or Commercial Drive Aisle. All Drives, Alleys, and Aisles shall include Public Access Easements.
2. Mixed Use Private Drive shall consist of travel lanes, angled on-street parking, street trees, and sidewalks. **The street is intended to join the commercial and residential uses in an urban format allowing for on-street parking and pedestrian access. They shall comply with the Mixed Use Private Drive depicted in Section 4.**
3. Residential Private Drive shall consist of travel lanes, on-street parallel parking, street trees, and sidewalks. **The street is intended to provide surplus and guest parking in a pedestrian oriented format. They shall comply with the Residential Private Drive in Section 4.**
4. **Courtyard Private Drive: Shall consist of drive lanes and either public sidewalks or garage aprons to allow townhome units to front on a private street and also orient the window façade of the townhome to face a qualifying open space. Section 5 defines qualifying open space. They shall comply with the Courtyard Private Drive in Section 4.**
5. Residential Alley shall consist of a **public access drive conforming to the MU Residential Alley in Section 4.**
6. Where a Private Drive exists in both Subzones, the Mixed Use Private Drive shall be used.



7. Drive Aisle Easements shall provide vehicular access as driveways or parking lot aisles. They shall have a minimum width of 26'. The Drive Aisle Easement shall include a public access easement.
8. There shall be no straight, direct vehicular connection between Spinks Road and Lakeside Parkway.
9. Street Trees Shall comply with the following:
 - a. Street trees may not be placed in locations that visually obstruct traffic control signage.
 - b. Street trees in arterial landscape buffers shall comply with Section 5.3.
 - c. Street trees along the **Mixed Use Private Drive** and the **Residential Private Drive** shall be placed at approximately 60' on center.
 - d. Planting beds for street trees shall provide a minimum of 36 square feet of uncompacted soil.

C. Subzones MU-TMR(3) and MU-N(2)

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

D. Subzone MU-TMR(3)

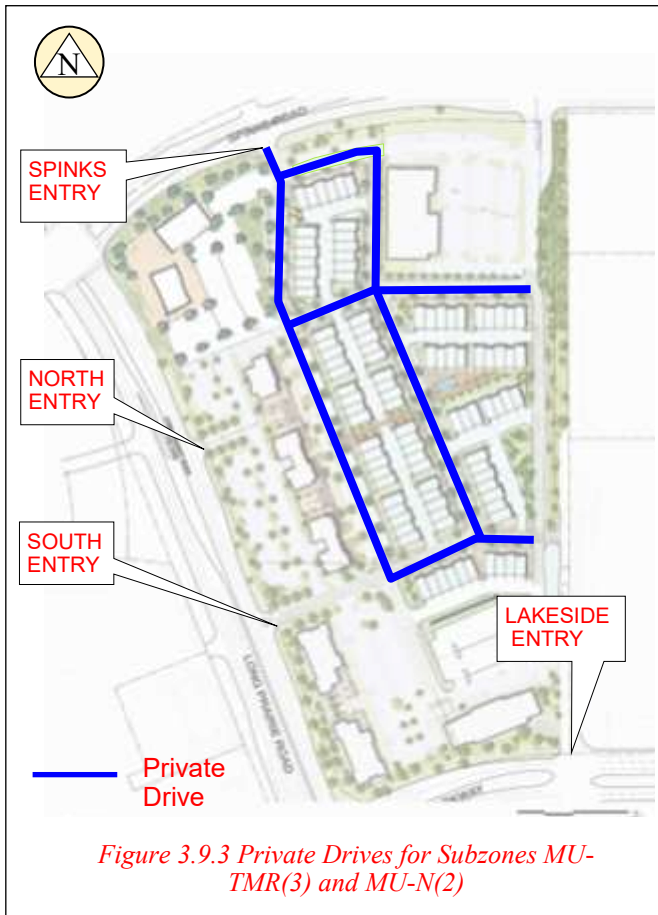
1. Setbacks from public arterial streets shall include a minimum 15' landscape buffer, but shall not count toward minimum required open space. Additionally, any landscaped areas within 25' of arterial ROW's

shall not count toward required open space.

2. No landscape buffer is required between MU-TMR(3) and the lots to the east.
3. The location, maximum height, and orientation of buildings are indicated in **Figure 3.9.3**. Uses within buildings may include any permitted use.
4. Frontage on public arterial streets shall comply with 98 -903.f.2 of the MU ordinance allowing up to 50% of the street frontage to include parking lots. The allowable length of street frontage that may be devoted to parking shall be calculated as follows: The total length of the arterial frontage multiplied by 50% equals the allowable frontage available for parking. Private drives with associated public pedestrian access easements shall not be included in the parking frontage. Specifically, See **Figure 3.9.2** for an example of the calculation: Frontage on Spinks Road is approximately 665.5 feet in length. To comply with the MU ordinance, only 50% of the frontage may include parking lots. Consequently, parking lots between the buildings and Spinks



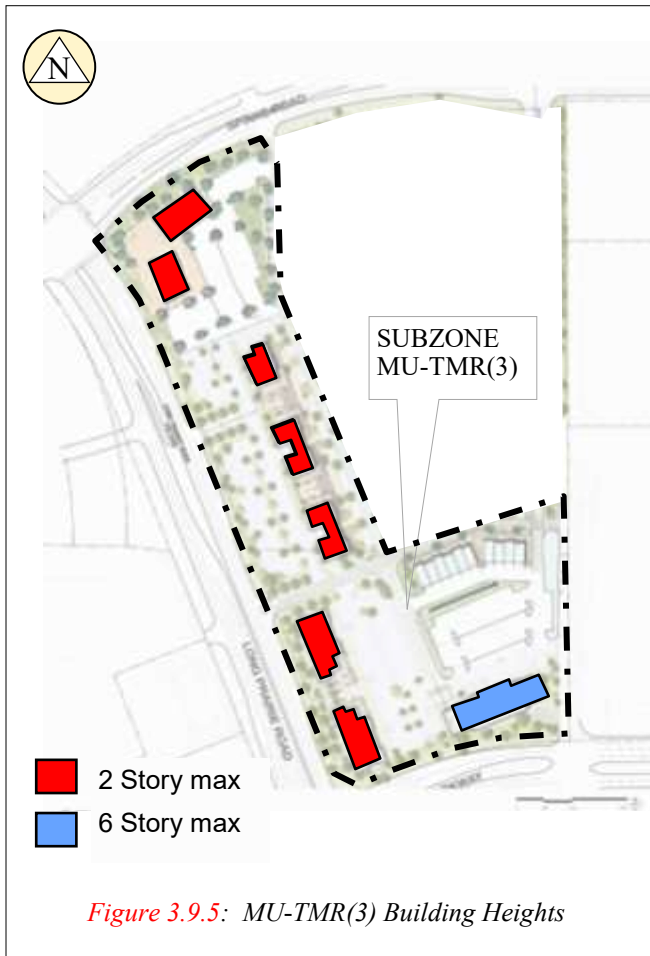
Figure 3.9.2: Depiction of permitted parking fronting the adjacent arterial



Road frontage may not exceed 332.75 feet of the Spinks Road frontage.

5. Unless noted otherwise, Section 7 of this development code shall apply to development within MU-TMR(3).
6. Section 7.1.B: Materials. Paragraph 1: Facades of buildings within MU-TMR(3) subzone may use up to 100% of any unrestricted material. Limited materials within Subzone MU-TMR(3) are limited to 20%.
7. Building Setbacks from Arterial Streets shall be a minimum of 15'.
8. Since the drives within MU-TMR(3) are private, and buildings may have facades facing both public arterials and private drives, Type A and B streets do not apply and Type A and B facade definitions do not apply within MU-TMR(3). Alternative standards are specified below.
 - a. *Section 7, Site:* Street lights are required on the Private Drives and shall comply with Section 7 requirements for Street Lights.

- b. *Table 7.1 Window Area:* Buildings shall comply with Table 7.1 except i) Exterior walls enclosing a restaurant kitchen are not required to include windows; and ii) the office buildings may include glass up to 85% of the wall area.
- c. *Section 7.1.A: Building Facades*
 - i. *Paragraph 4:* Entries are required to be located with a maximum spacing of 100' only for retail uses. This standard shall not apply to buildings greater than 2 stories in height or restaurant buildings.
 - ii. *Paragraph 5:* There shall be no maximum façade length.
- e. *Section 7.2: Commercial Ground Floor*
 - i. *Section A:* Display windows are not required. If display windows are used, they are not required to comply with Section 7.2.A.
 - ii. *Section B:* Entry doors are not required to comply with this section. However, an awning, canopy or recessed entry is required at



each primary commercial entrance.

- iii. *Section C:* A Sign Band is not required for commercial buildings.
- iv. *Section D:* Awnings are not required on ground floor windows located in buildings greater than 2 stories.

E. Subzone MU-N(2)

1. All dwelling units shall consist of Townhomes. Townhomes may be individually platted or may be grouped on a common lot. If dwelling units are grouped on a common lot, they shall be deed restricted under a condominium regime.
2. Townhomes shall be connected to the pedestrian network and the Public Access Easements via paved lead walks 4' minimum in width.
3. The proposed open space between MU-N(2) and the industrial lots shall comply with the requirements identified in Figure 3.9.9.
4. Front and side facades of Townhomes abutting

Mixed Use Private Drives, Residential Private Drives, or Open Space shall include a minimum of 80% Unrestricted Materials. Rear and side facades abutting an alley or another Townhome may use up to 80% Limited Façade Materials.

5. The Front Façade facing a Courtyard Private Drive may include garage doors, but is not required to include a front door or windows.
6. Front Setback: Front setback shall be a minimum of 5' in depth from the public sidewalk to the front wall of the Townhome. The Setback may include a lead walk to the public sidewalk, steps, stoop, porch, portico or similar features of the front entry but may not include enclosed habitable space. The front setback may abut a Private Drive or an Open Space.
7. A side façade abutting a Private Drive, an Open Space, or an Alley shall include a minimum 5 foot setback from the Public Access Easement.
8. Garage Setback: The garage doors may abut an Alley or a Courtyard Private Drive in compli-

ance with Section 4, but shall not abut a Residential Private Drive or an Open Space.

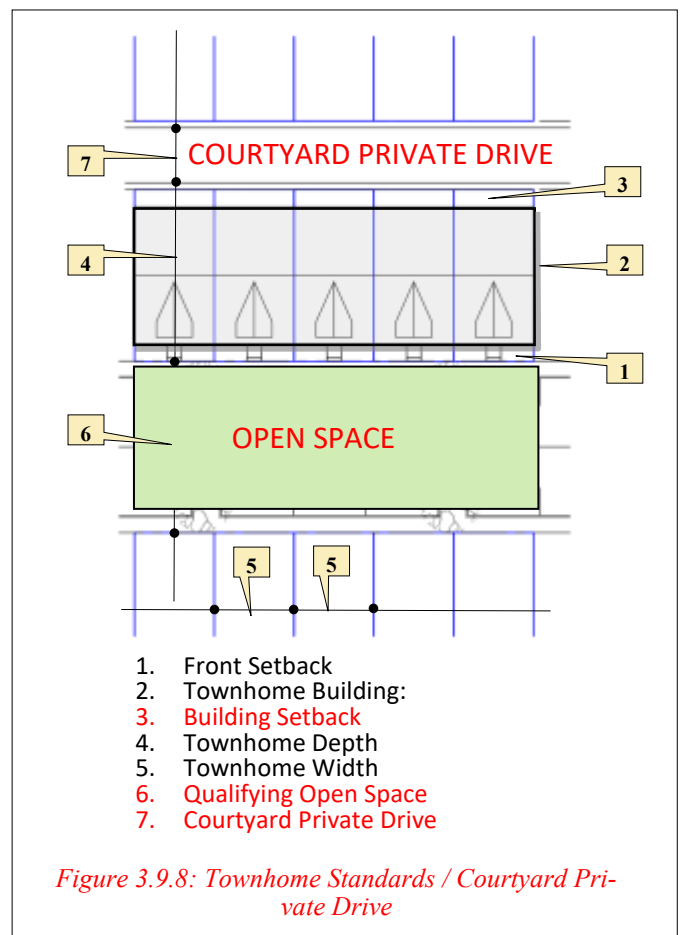
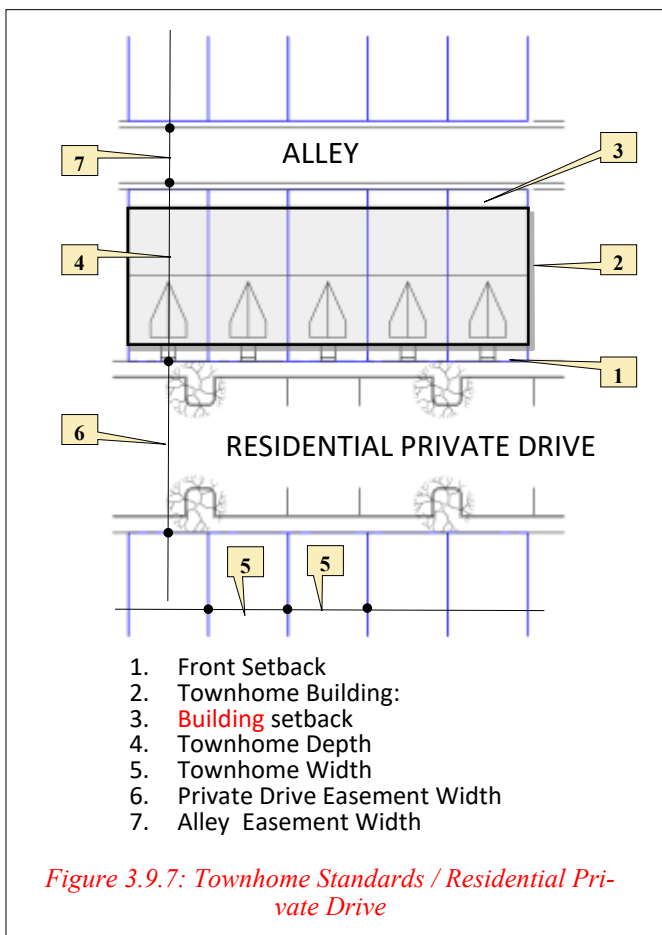
9. Townhome Building: The Townhome Building may include a maximum of 7 townhome units and shall be separated from other townhome buildings by a minimum of 5 feet, **or the minimum required by building codes and fire codes, whichever is greater.**
10. The maximum building height shall be 4 stories.
11. Issuance of a Certificate of Occupancy for any Townhome shall be subject to the following: Completed construction of minimum 15,000 square-foot of non-residential building space to include completion of a building final inspection indicating finish-out permits are ready to be applied for. The 15,000 square feet shall be located entirely within the MU-TMR(3) Subzone and shall include the buildings located between the Townhomes and FM 2499 Arterial.

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

1. The required open space area to comply with minimum zoning requirements shall not be less than 5%

of the combined area of the subzones, or 1.06 acres.

2. Open space surpluses in any subzone may be applied to deficiencies in other subzones. See Table 5.1 for the summary of open spaces.
3. The minimum open space to comply with minimum Park Dedication requirements shall comply with the following formula: Number of dwelling units shown on Site Plan Application multiplied by 0.0278 acres. For example: 120 dwelling units x 0.0278 = 3.34 acres of open space. Parks may be increased or decreased in area provided that the aggregate park type, meaning Plaza type parks or the General Open Space park, may not be reduced by more than 10%.
4. Full landscape plans shall be required for each site plan application, but not for the Subdivision Site Plan application.
5. All habitable buildings shall comply with Section 82-240.
6. Detention, retention, and impoundment areas shall comply with Section 94-65.
7. Tree Mitigation shall comply with tree mitigation requirements detailed in Chapter 94 of the Town's



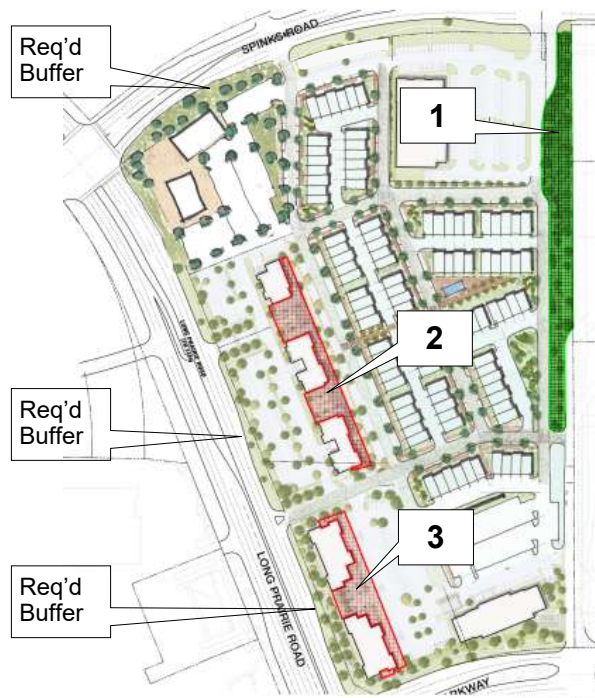
code. All trees planted in excess of minimum landscaping requirements shall be counted toward mitigation provided they comply with Chapter 94.

8. **Street Trees:** Street trees shall be planted in tree wells conforming to Town standards or planted in tree wells specified by a certified arborist and approved by the Town.
9. The following Open Spaces shall comply with Section 90-449 of the Code of Ordinances, the Park Credit Option, for privately owned and privately maintained public parks. The park **types** defined in

the following figures may not decrease by more than 10% of the approximate areas, but shall comply with the minimum areas established in Table 5.1.

QUALIFIED OPEN SPACE TABULATION				
	Area 1	Area 2	Area 3	TOTAL SF
Plaza		19,170	15,059	34,229
General Open Space	42,630			42,630
TOTALS	42,630	19,170	15,059	76,859

Note: Landscaped areas within 25' of the arterial ROW shall not count toward required open space. This area is in excess of the 25' boundary.



1. **Fig 3.9.10:** General Open Space
2. **Fig 3.9.11:** Restaurant Open Space
3. **Fig 3.9.12:** Retail Corner Open Space

Figure 3.9.9: Buffers and Open Spaces



FIGURE 3.9.10 General Open Space plan

Area 1 Open Space

- a. **Landscape Plan:** Full scale plans to be submitted at Subdivision Site Plan.
- b. **Open Space Area:** Approximately 42,630 square feet of General Open Space area that includes approximately 0.217 acres of "Seed Mix" Bluestem Grasses pursuant to the Environmental Protection Plan for mitigation.
- c. **Natural Features:** None
- d. **Publicly Accessible O.S:** All areas are publicly accessible
- e. **Pedestrian Connections:** See **figure 3.9.4** for Pedestrian Network
- f. **Amenities & Details:** Park shall include a minimum of
 - 2 benches
 - 10 shade trees
 - 10 ornamental trees
 - Paved or natural (mulch or gravel) walking trail



FIGURE 3.9.11 Restaurant Open Space plan



FIGURE 3.9.12 Retail & Hotel Open Space

Area 2 Open Space

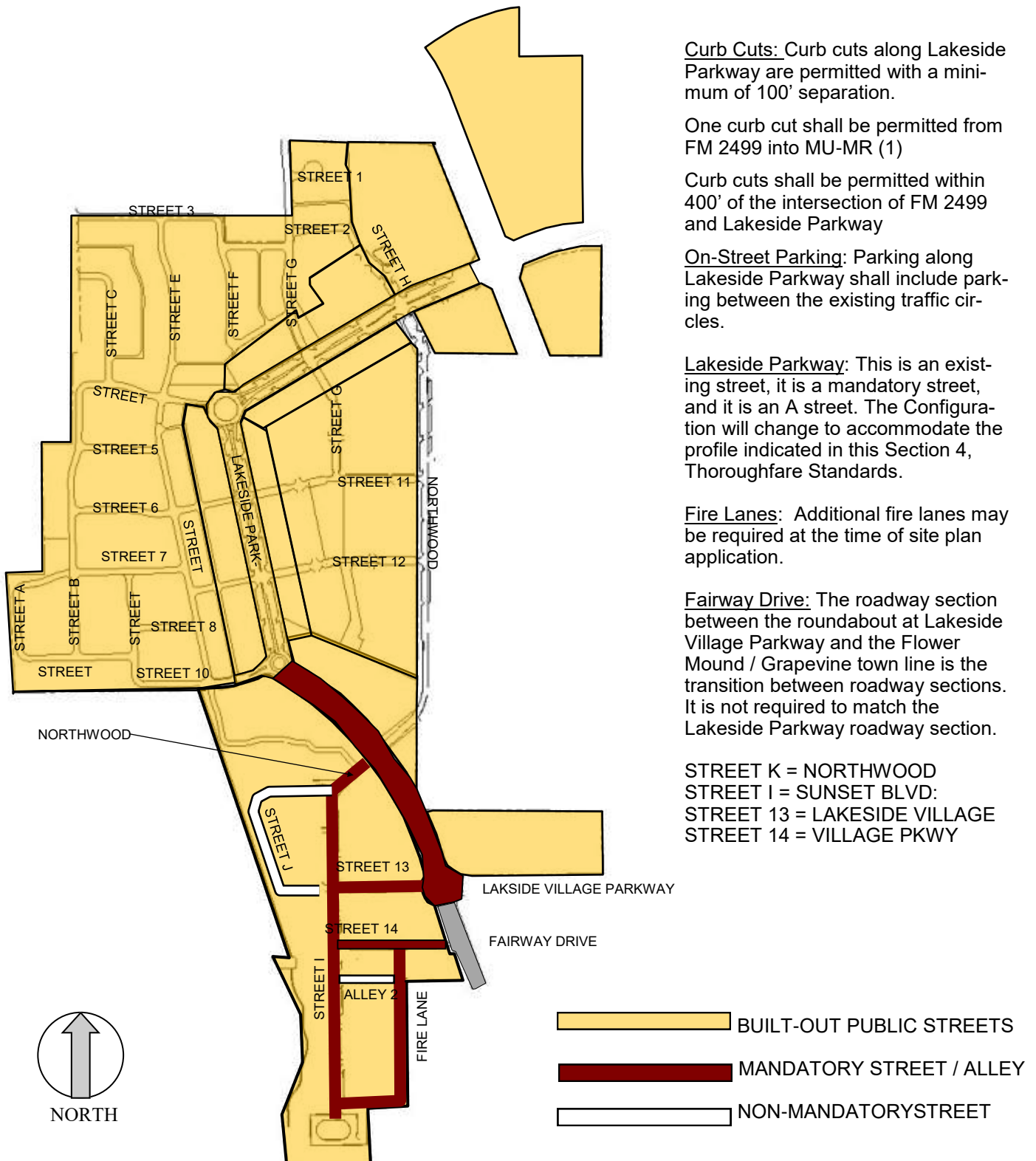
- a. Landscape Plan: Full scale plans to be submitted at Site Plan.
- b. Open Space Area: Approximately 19,170 square feet of Plaza area
- c. Natural Features: None
- d. Publicly Accessible O.S: Area is publicly accessible
- e. Pedestrian Connections: See **figure 3.9.4** for Pedestrian Network
- f. Amenities & Details: Park shall include a minimum of
 - Accent lighting
 - 3 shade trees
 - 6 ornamental trees
 - Coordinated landscape of perimeter shrubbery, ornamental grasses and ground cover
 - Approximately 0.4 acres of lawn
 - Enhanced paving
 - Plaza Stage, audience seating, game area
 - Leisure seating
 - Entertainment and Activity plazas may be inter-changed.
 - **Patio fencing shall not completely obstruct, restrict, or prohibit the public access to any patio within required open spaces.**

Area 3 Open Space

- a. Landscape Plan: Full scale plans to be submitted at Subdivision Site Plan.
- b. Open Space Area: Approximately 15,059 SF of Plaza Open Space.
- c. Natural Features: None
- d. Publicly Accessible O.S: All areas are publicly accessible
- e. Pedestrian Connections: See **figure 3.9.4** for Pedestrian Network
- f. Amenities & Details: Park shall include a minimum of
 - Accent lighting
 - Coordinated landscape of perimeter shrubbery, ornamental grasses and ground cover
 - Sidewalk café style seating
 - 12 shade trees
 - 6 ornamental trees
 - Paved walking trail
 - Sculpture or interactive art piece
 - **Patio fencing shall not completely obstruct, restrict, or prohibit the public access to any patio within required open spaces.**

THE STREET AND THOROUGHFARE STANDARDS

FIGURE 4.1: STREET PLAN



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

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

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

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

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

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

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

SECTION 4: STREET AND THROUGHFARE STANDARDS

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

TABLE 4.1 MANDATORY STREETS; A OR B STREETS

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

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

TABLE 4.2 LIST OF STREETS AND DIMENSIONS

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

ROW = Right-of-way

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

MU = Mixed Use District

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

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

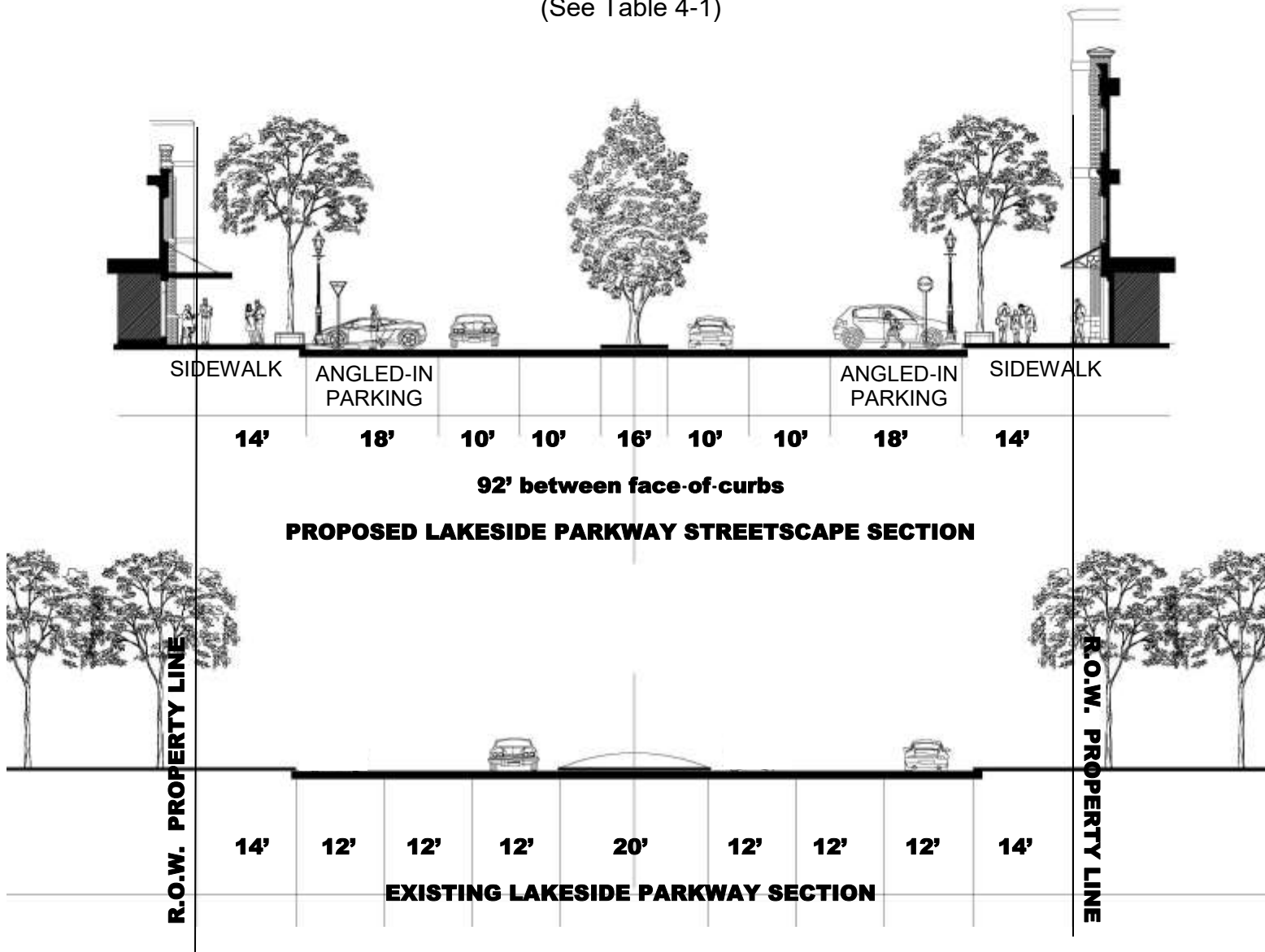
Note 3: Where ROW abuts a park, open space or alignment of the Trail network, the sidewalk may be reduced to 5 feet in width or eliminated.

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

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

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

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



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

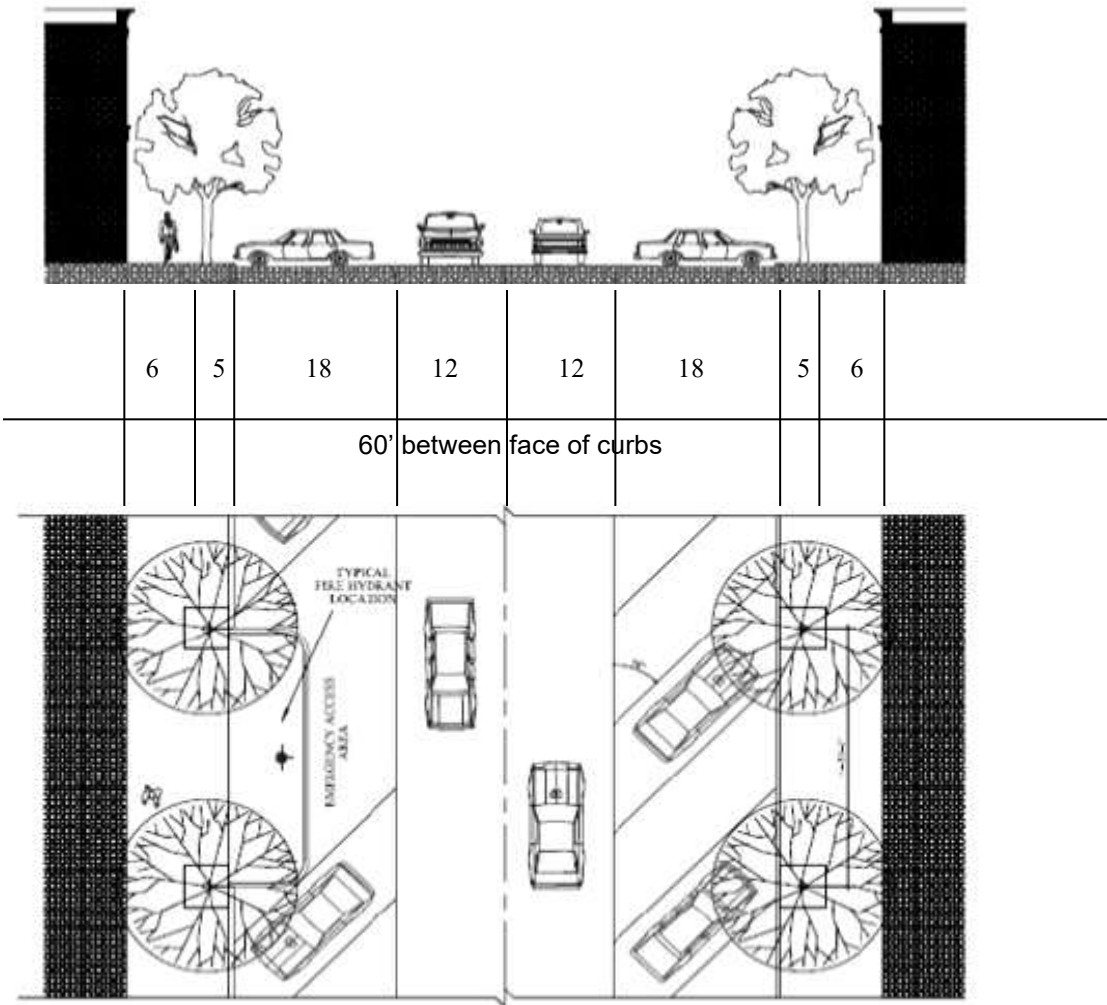
We propose to change the section to two 11' lanes in each direction and narrow the median to 12' in order to accommodate on-street, angled-in parking. Buildings would be placed within 8' of the

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

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

THOROUGHFARE DESIGN

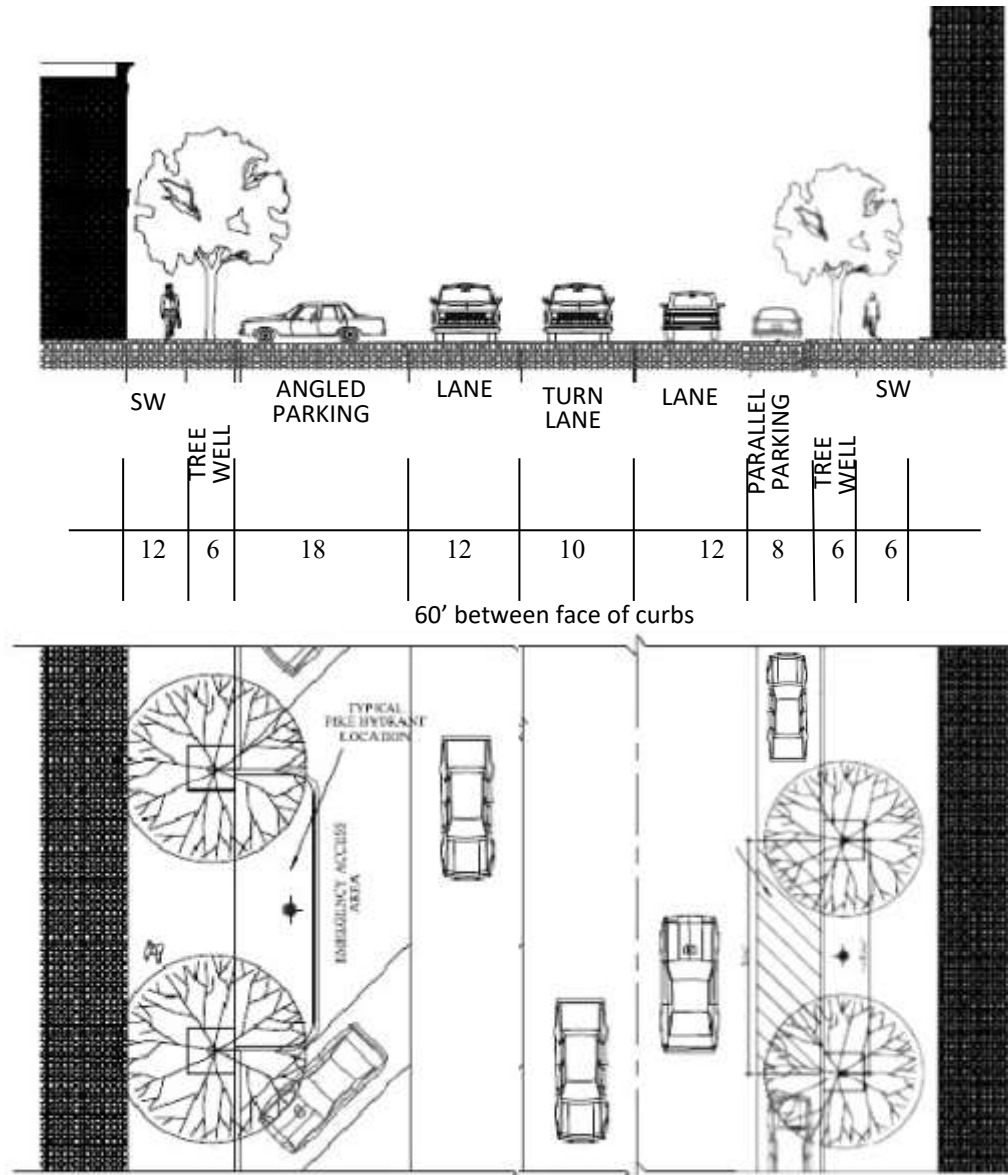
MU STREET
(See Table 4-1)



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

THOROUGHFARE DESIGN

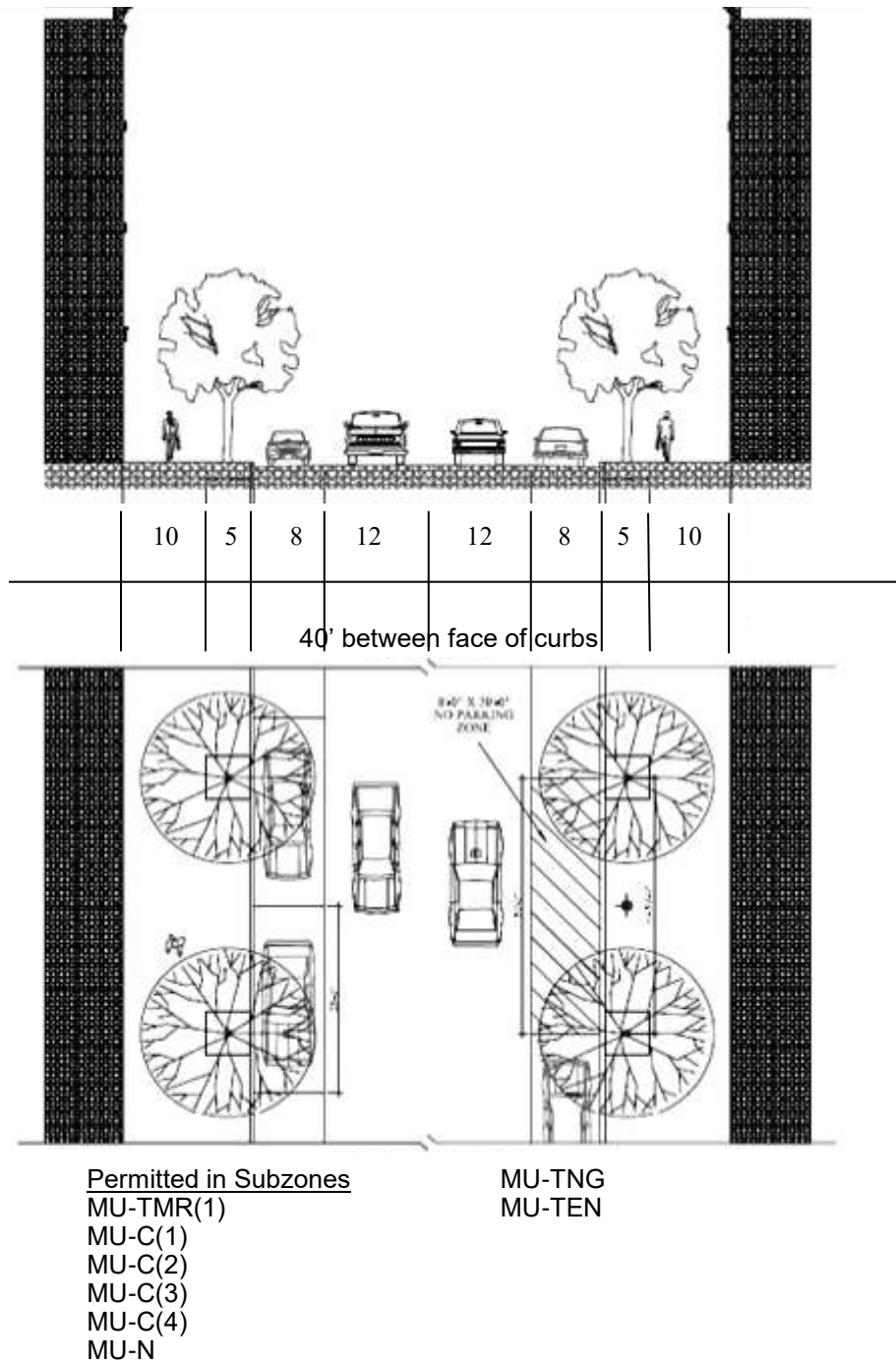
MU STREET 2 (See Table 4-1)



Permitted in Subzones
MU-TEN

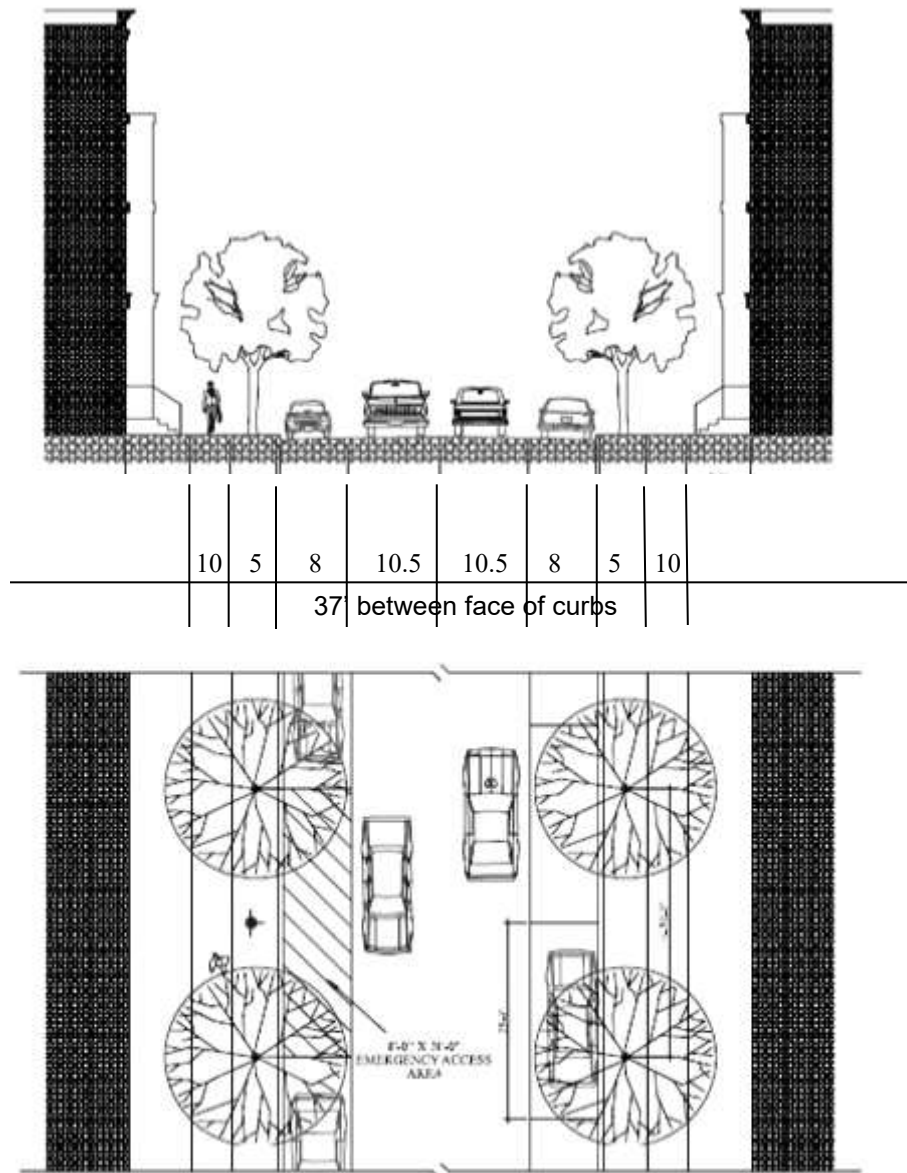
THOROUGHFARE DESIGN

MU LOCAL 1
(See Table 4-1)



THOROUGHFARE DESIGN

MU LOCAL 2 (See Table 4-1)



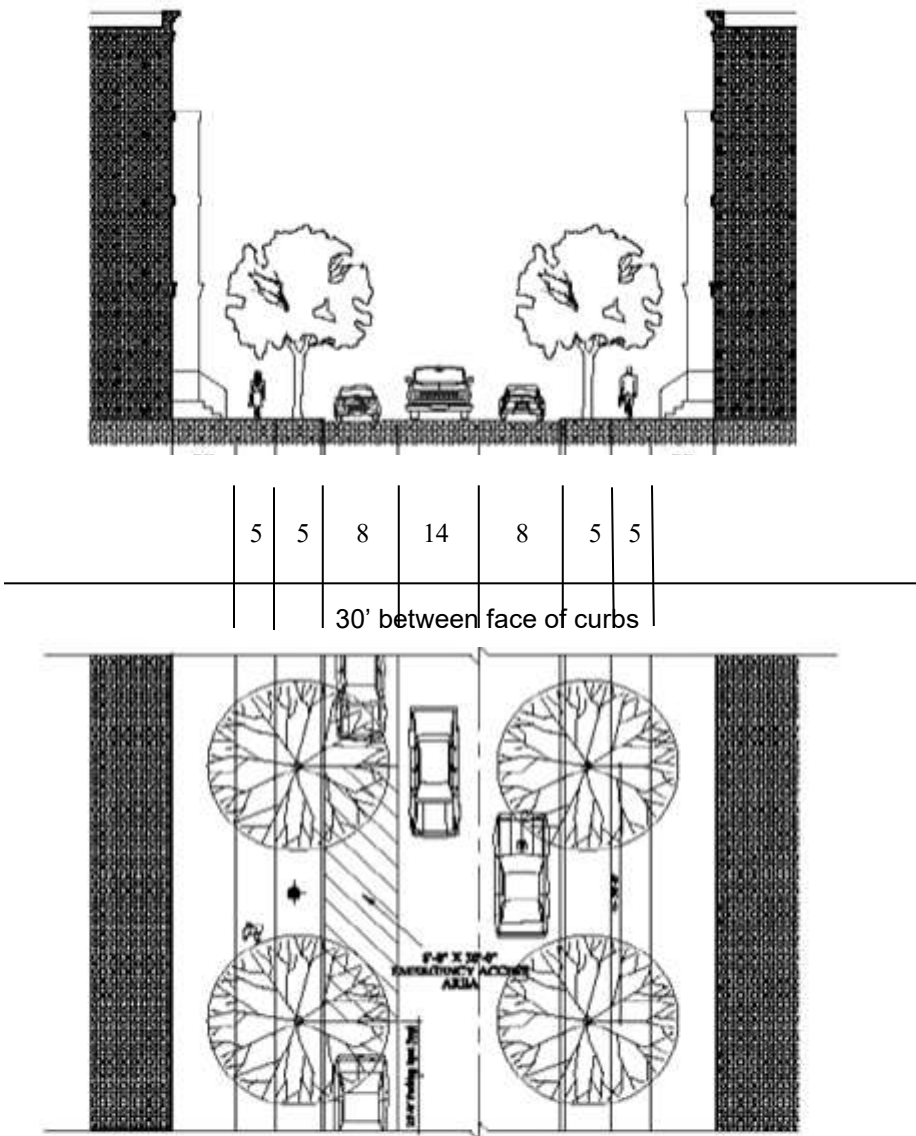
Permitted in Subzones

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

MU-TNG
MU-TEN

THOROUGHFARE DESIGN

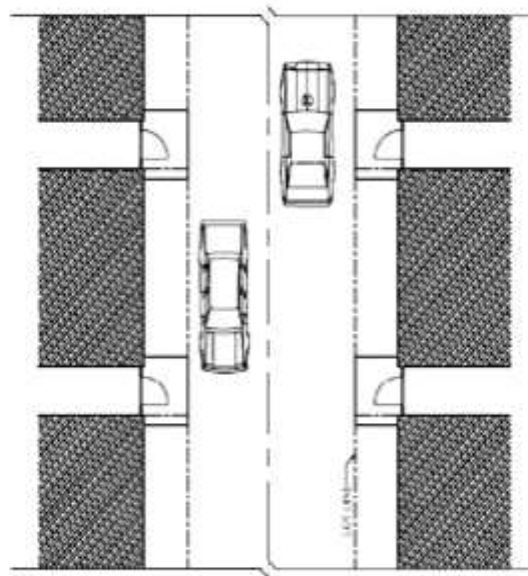
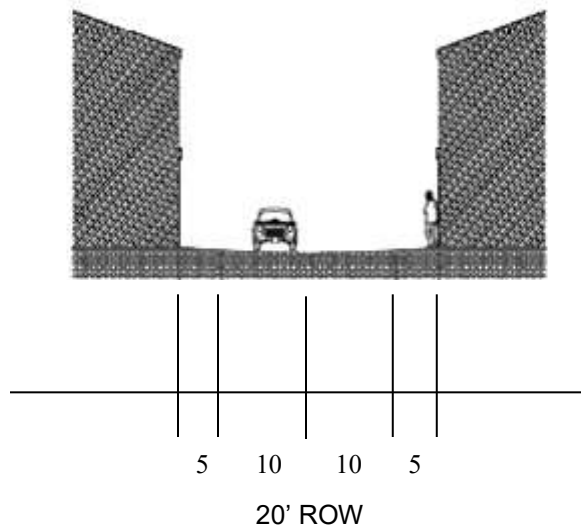
MU LOCAL 3
(See Table 4-1)



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

THOROUGHFARE DESIGN

MU COMMERCIAL ALLEY (See Table 4-1)



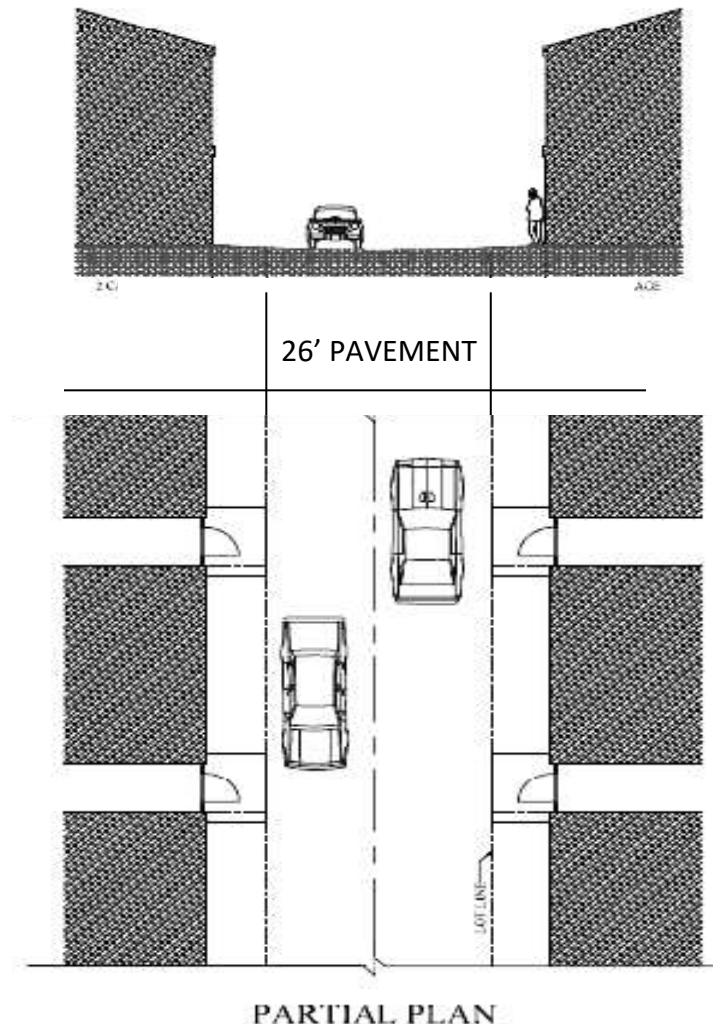
Permitted in Subzones

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

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

THOROUGHFARE DESIGN

FIRE LANE (See Table 4-1)



No parking permitted in Fire Lane

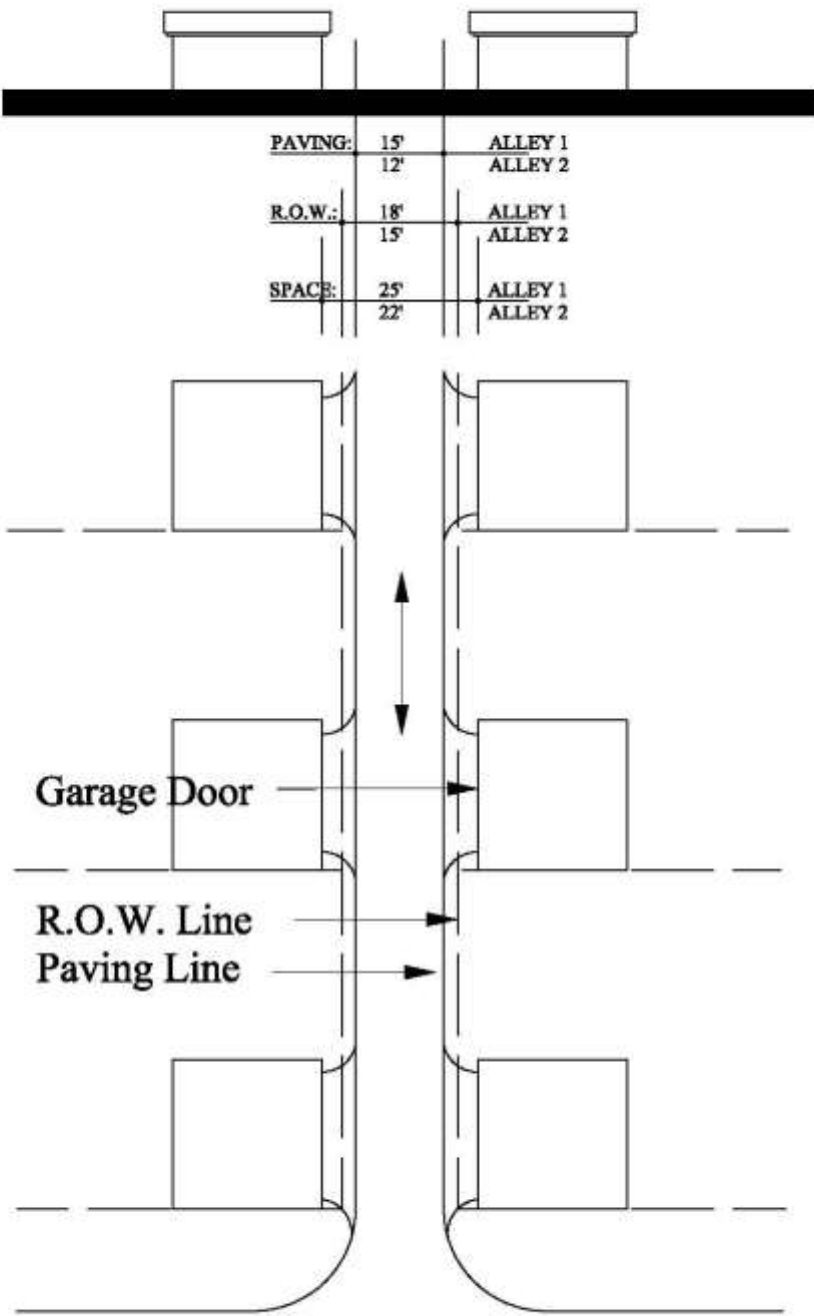
Permitted in Subzones

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

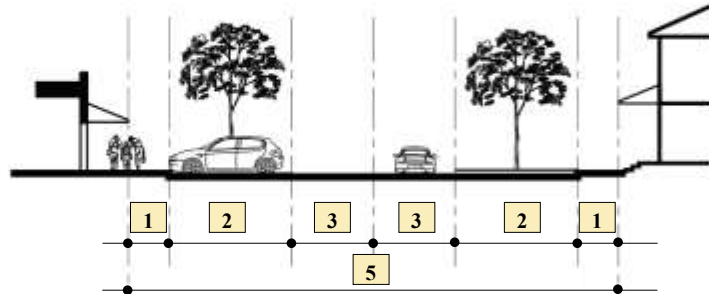
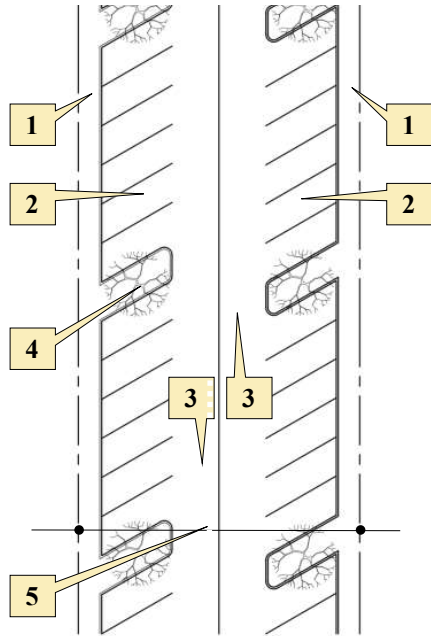
MU-TMR(2)
MU-C(2)
MU-C(3)

THOROUGHFARE DESIGN

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



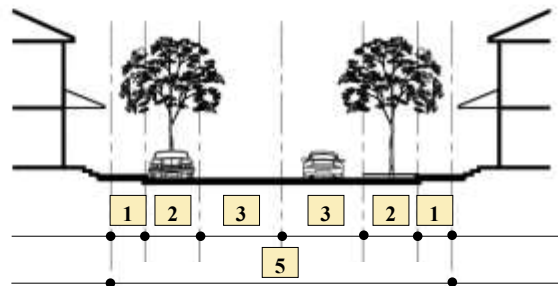
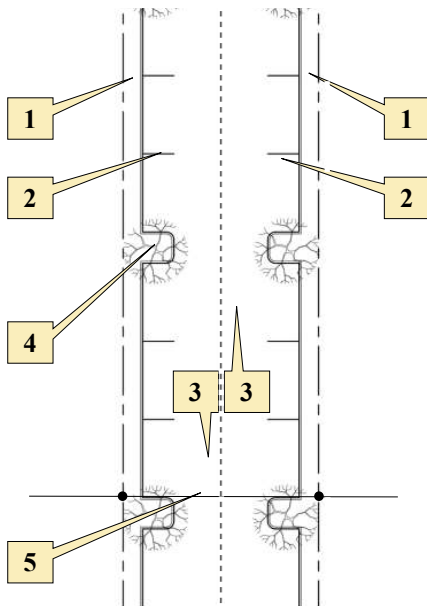
MIXED-USE PRIVATE DRIVE



MIXED-USE COMMERCIAL/RESIDENTIAL PRIVATE DRIVE

1	SIDEWALK MINIMUM WIDTH	6'
2	ANGLED-IN PARKING LANE MINIMUM WIDTH	18'
3	DRIVE LANE EACH WAY MINIMUM WIDTH	13'
4	TREE WELL MINIMUM AREA	36 SF
5	PUBLIC ACCESS EASEMENT MINIMUM WIDTH	74'

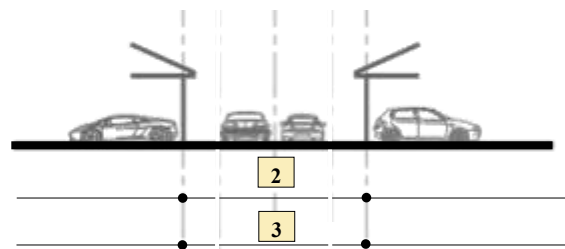
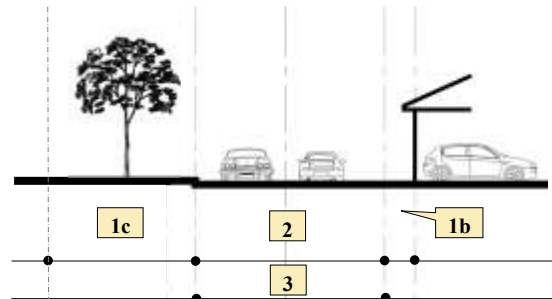
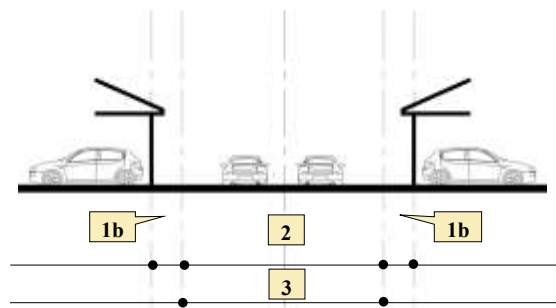
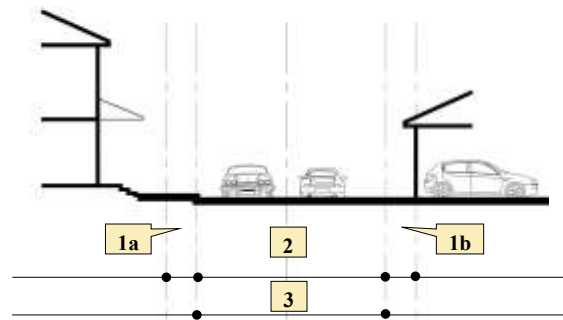
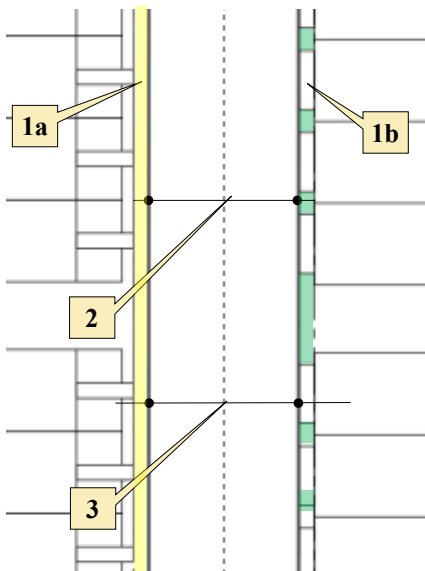
RESIDENTIAL PRIVATE DRIVE



RESIDENTIAL PRIVATE DRIVE

1	SIDEWALK MINIMUM WIDTH	5'
2	PARALLEL PARKING LANE MINIMUM WIDTH	8'
3	DRIVE LANE EACH WAY MINIMUM WIDTH	13'
4	TREE WELL MINIMUM AREA	36 SF
5	PUBLIC ACCESS EASEMENT MINIMUM WIDTH	52'

COURTYARD PRIVATE DRIVE



COURTYARD PRIVATE DRIVE

1a	Public sidewalk easement, optional	4'
1b	Building Setback, optional	Varies
1C	Open Space abutting Courtyard Private Drive	Varies
2	Courtyard Private Drive paving minimum width	26'
3	Courtyard Private Drive easement minimum width	26'

The Courtyard Private Drive allows the townhome facade with windows to face a qualifying park or open space instead of a street.

CIVIC/OPEN SPACE AND LANDSCAPE STANDARDS

PARKS AND OPEN SPACE
TRAILS
LANDSCAPING

FIGURE 5.1: PARK AND OPEN SPACE PLAN

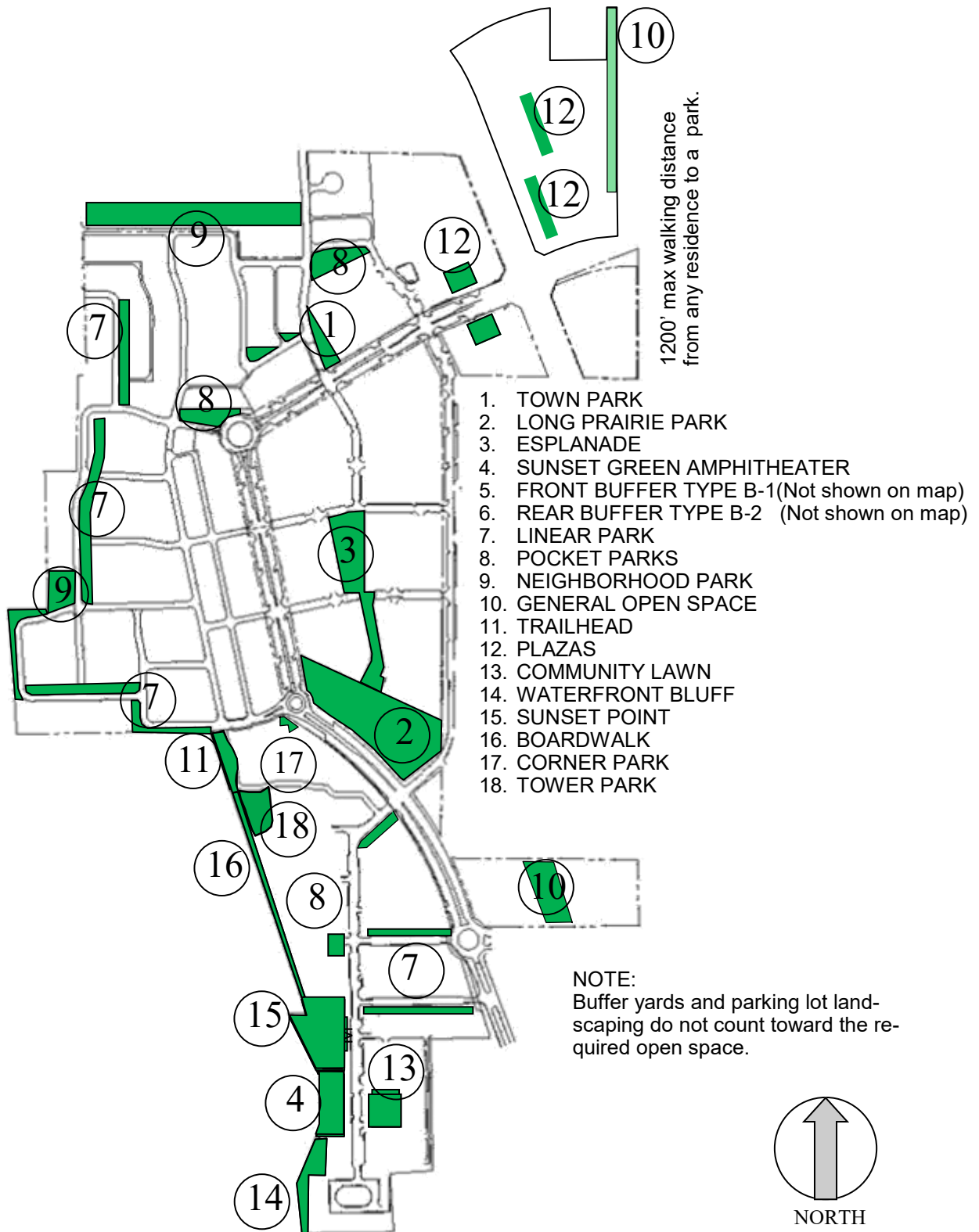


TABLE 5.1 OPEN SPACE MINIMUM REQUIRED

SUBZONE TRACTS	ACRES IN SUBZONE	MINIMUM OPEN SPACE REQUIRED: PERCENTAGE	ADDITIONAL OPEN SPACE: PERCENTAGE	MINIMUM OPEN SPACE REQUIRED:	OPEN SPACE PROVIDED: ACRES	REQUIRED PARK TYPES	MINIMUM NUMBER OF PARKS	MINIMUM AREA PER PARK	MINIMUM PARK AND OPEN SPACE AREA
1 TOTAL TO DATE	111.0	7.6%		8.51	10.42				
2 MU-C(3)	6.3			0.50	1.50	GENERAL OPEN SPACE	1		0.50
<i>BASE OPEN SPACE</i>	<i>5% OF 6.3 ACRES</i>		0.32						
<i>BONUS HEIGHT</i>	<i>3% OF 6.3 ACRES</i>		0.19						
3 MU-TEN	38.5			3.61	4.1	TOWER PARK	1	0.5	0.5
<i>BASE OPEN SPACE</i>	<i>5% OF 38.5 ACRES</i>		1.92			COMMUNITY LAWN	1	0.3	0.3
<i>BONUS HEIGHT</i>	<i>3% OF 38.5 ACRES</i>		1.15			WATERFRONT BLUFF	1	0.3	0.3
<i>SINGLE FAMILY</i>	<i>5% OF 10.6 ACRES</i>		0.53			SUNSET GREEN	1	0.7	0.7
						SUNSET POINT	1	0.3	0.3
						BOARDWALK & TRAILHEAD	1	1.2	1.2
						VILLAGE GREEN	1	0.2	0.2
						CORNER PARK	1	0.3	0.3
						LINEAR PARKS	3	0.1	0.3
4 MU-TMR(3) + MU-N(2)	21.18			1.06	1.76				
<i>BASE OPEN SPACE</i>	<i>5% OF 21.18 ACRES</i>		1.06			PLAZA			0.79
						GENERAL OPEN SPACE			0.98
PROJECT TOTALS	176.98	8.0%		14.32	19.62	10.4% PROVIDED OVERALL			

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

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

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

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

family, and the added requirement for bonus height.

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

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

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

The requirements contained in this section provide those standards.

5.1 Civic/Open Space Standards.

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

LAKESIDE DFW OPEN SPACES

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

VILLAGE LAKEFRONT AREA

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

LAKESIDE EAST

- LAKESIDE EAST PLAZAS
- GENERAL OPEN SPACE

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

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

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

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

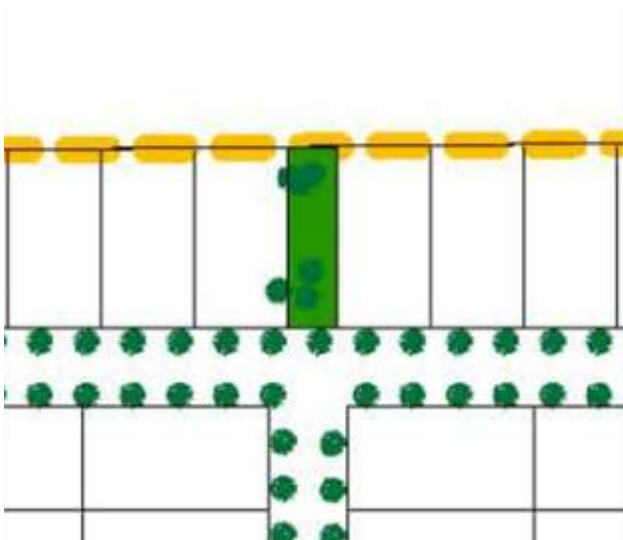
- C. Applicable Standards; Maintenance. Thoroughfare treatments, right-of-way and median landscaping requirements, buffers, street yard landscaping, perimeter area requirements, landscaping of parking lots and structures and all other landscape area requirements as set forth the Code of Ordinances shall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

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

PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

RESIDENTIAL POCKET PARKS

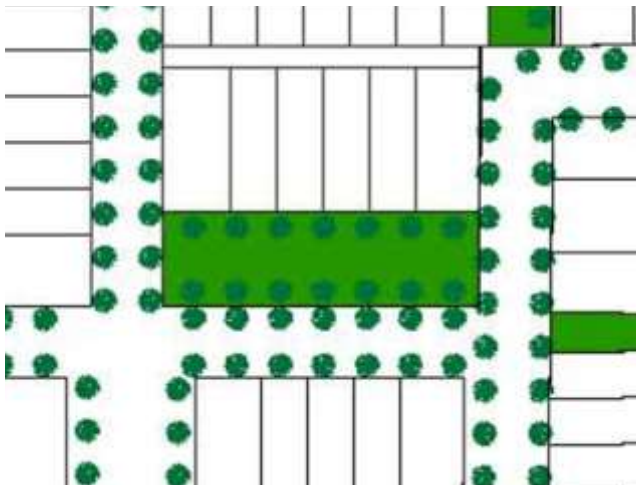
ITEM	STANDARD	REQ'D
#1	Character	Small, intimate, casual atmosphere, suitable for small children.
#2	Minimum size	0.1 acres
#3	Maximum Size	0.25 acres
#4	Perimeter conditions	Public Street Frontage on at least one side, residential fences of lot sides and rear may face the other 3 sides.
#5	Plantings,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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

RESIDENTIAL NEIGHBORHOOD PARKS

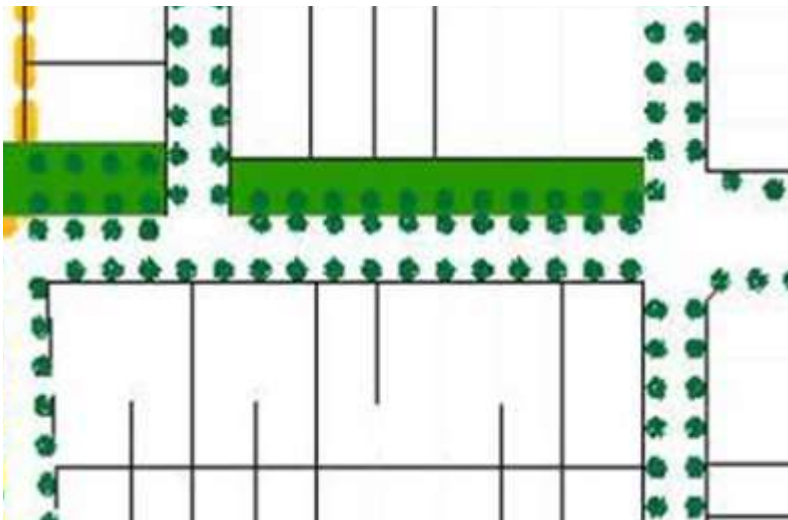
ITEM	STANDARD	REQ'D
#1	Character	Medium sized, suitable for small gatherings and passive recreation.
#2	Minimum size	0.25 acres
#3	Maximum Size	1.0 acres
#4	Perimeter conditions	Public Street Frontage on at least 2 sides, building front facades must face least 2 sides. Lot Sides or rear may face one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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

LINEAR PARK

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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY
TRAILHEAD

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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

LAKESIDE TOWN PARK

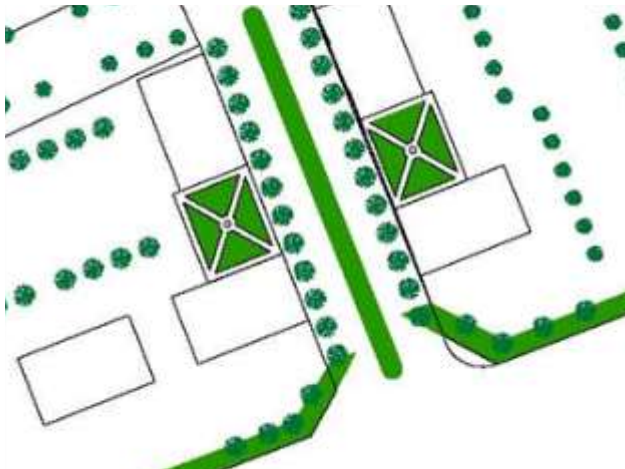
ITEM	STANDARD	REQ'D
#1	Character	This is a primary public square for civic and community gatherings.
#2	Minimum size	0.4 acre
#3	Maximum Size	2 acres
#4	Perimeter conditions	The entire perimeter must be bounded by public streets and front facades of residential or commercial buildings.
#5	Plantings,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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

PLAZAS

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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

ESPLANADE

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

PARK AND OPEN SPACE STANDARDS

THE ESPLANADE



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

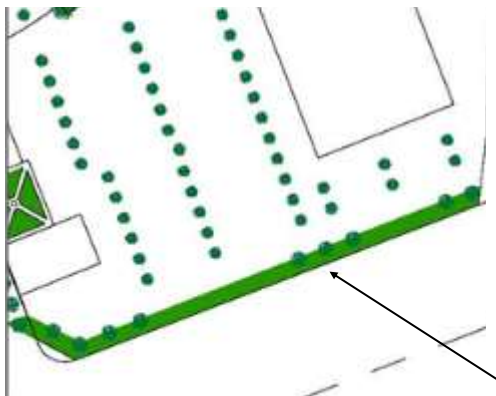
LONG PRAIRIE PARK

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

PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

BUFFERS - B-1

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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

BUFFERS - B-2

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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

GENERAL OPEN SPACE

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

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

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

VILLAGE LAKEFRONT AREA

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

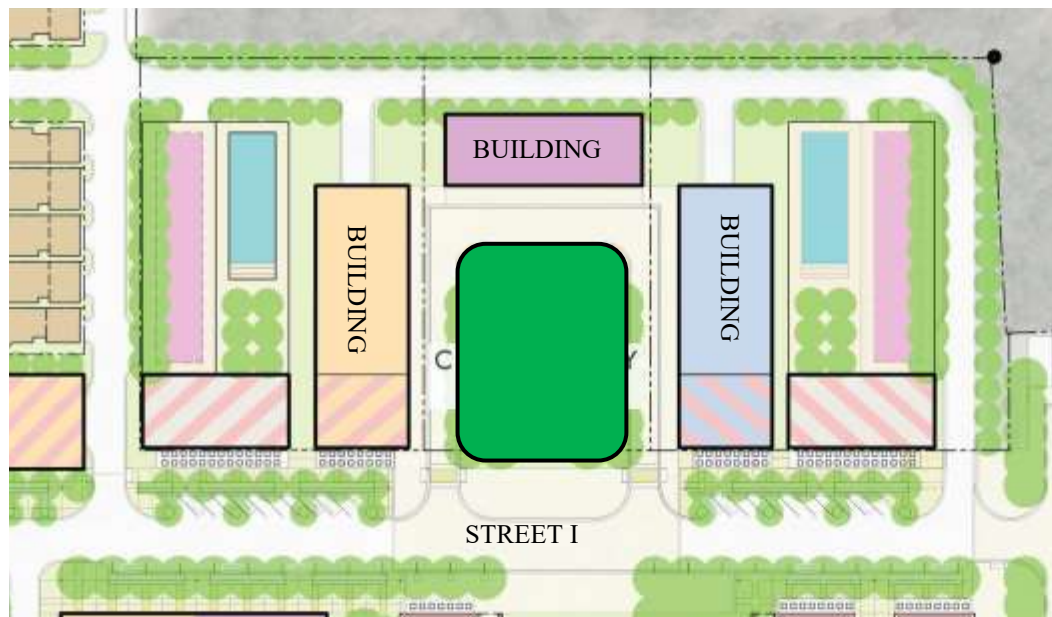
VILLAGE LAKEFRONT AREA



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS1: COMMUNITY LAWN

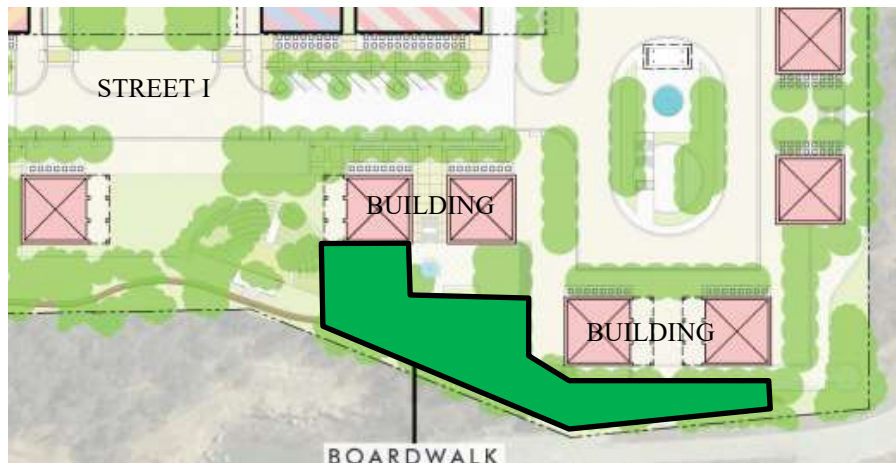
ITEM	STANDARD	REQ'D
#1	Character	Broad lawn for public gatherings and events. Event-specific furnishings would be provided for events
#2	Minimum size	13,000 SF
#3	Maximum Size	None
#4	Perimeter conditions	Front Building Facades, Street I,
#5	Plantings, pattern	Perimeter trees at 30' on center
#6	Sidewalks/Hardscape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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

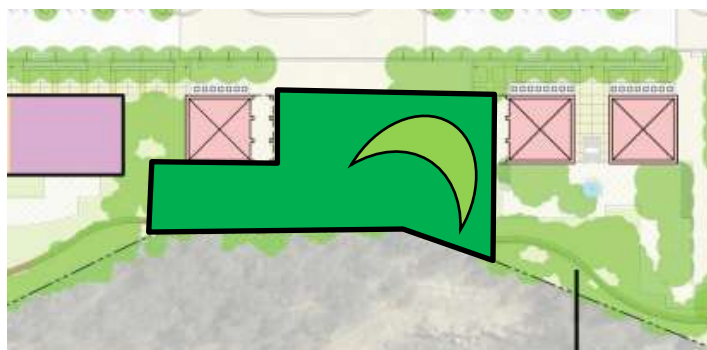
OS2: WATERFRONT BLUFF

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



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

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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS4: SUNSET POINT

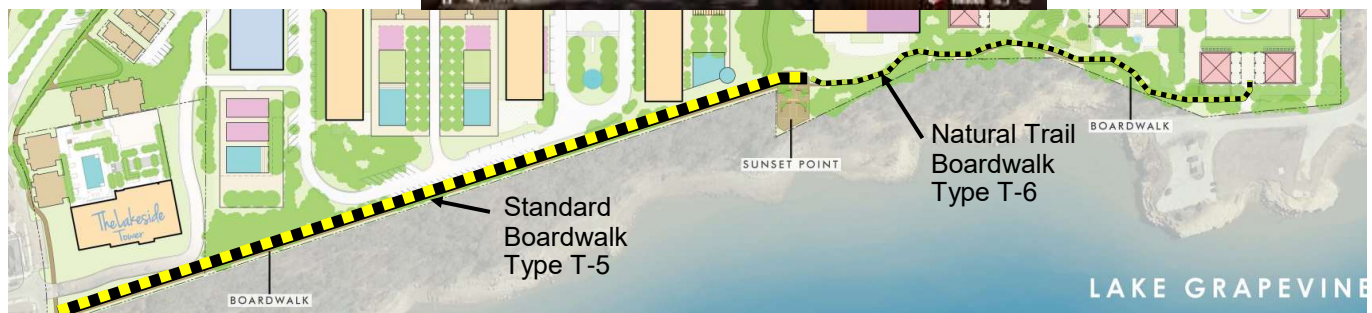
ITEM	STANDARD	REQ'D
#1	Character	Terraced, elevated viewing platform, suitable for gatherings or leisure activity.
#2	Minimum size	0.3 Acres, with elevated deck
#3	Maximum Size	None
#4	Perimeter conditions	USACE land and Lake Grapevine to the west
#5	Plantings, pattern	Existing trees to the maximum extent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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS-5a: STANDARD BOARDWALK

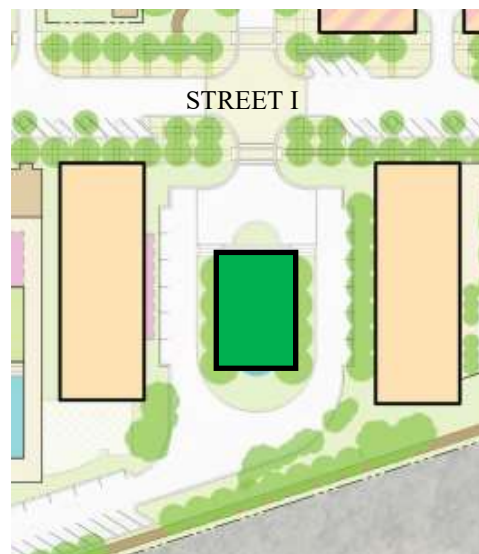
ITEM	STANDARD	REQ'D
#1	Character	Woodland trail, partially wide, level concrete, and partially natural gravel trail.
#2	Minimum size	1400 LF
#3	Maximum Size	None
#4	Perimeter conditions	USACE land to the West, varies to the east
#5	Plantings, pattern	Natural existing vegetation where possible
#6	Sidewalks/Hardscape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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS5b: VILLAGE PLAZA

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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS5c: CORNER PARK

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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

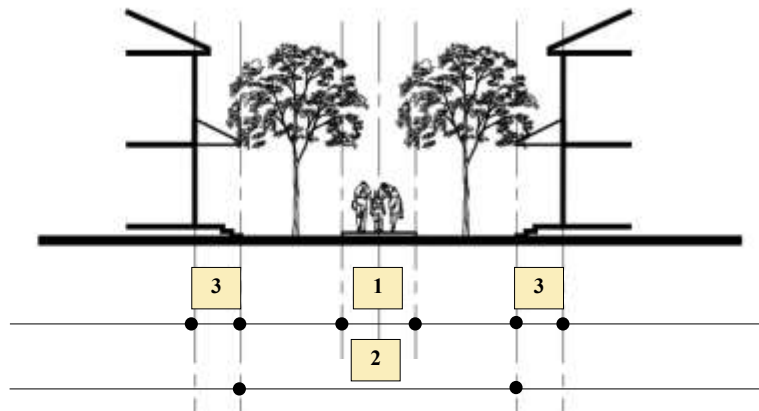
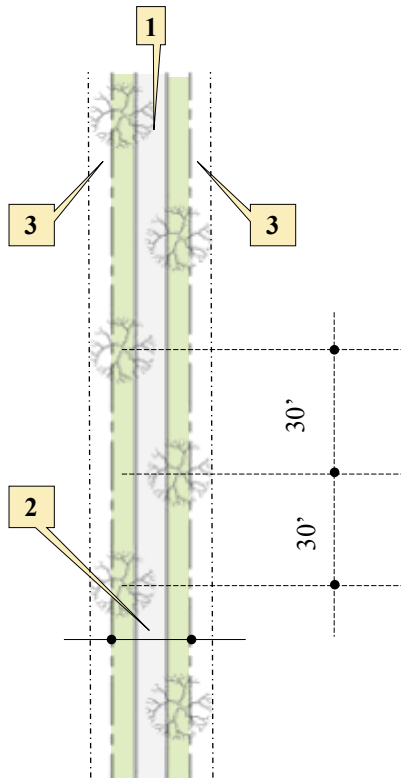
OS5d: TOWER PARK

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



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

Lakeside East Linear Park



LINEAR PARK		
1	SIDEWALK/TRAIL MINIMUM WIDTH	4'
2	PUBLIC ACCESS EASEMENT MINIMUM WIDTH	24'
3	TOWNHOME SETBACK	5'
4	TREE PLANTING 60' O.C. ALTERNATE SIDES	

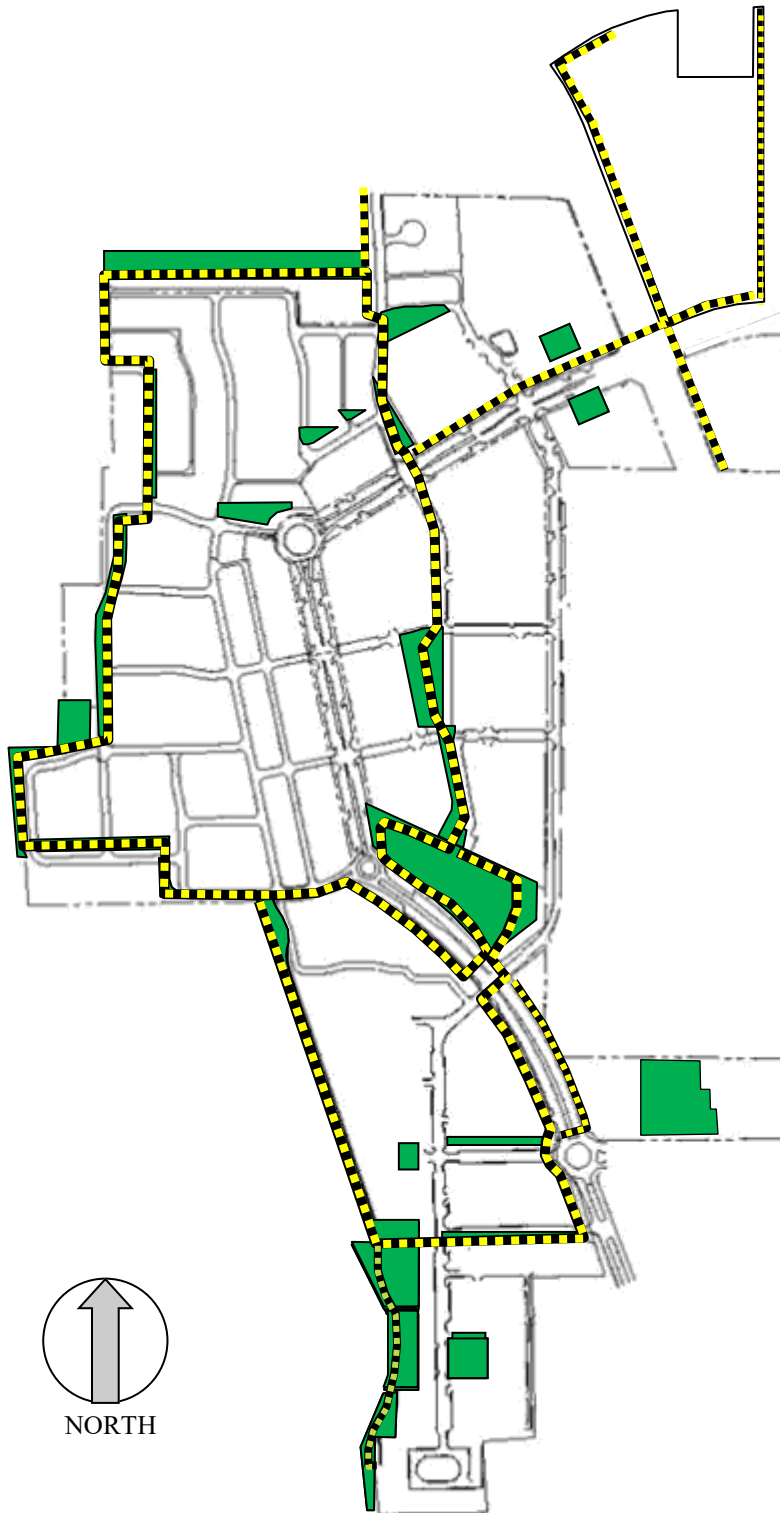


Example of Townhomes with linear park



Example of Lakeside East Linear Parks

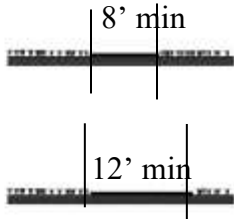
FIGURE 5.2: PROPOSED TRAIL SECTIONS
TRAIL LOCATION IS APPROXIMATE



5.2 Trail Standards

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

PARK AND OPEN SPACE STANDARDS PROPOSED TRAIL SECTIONS



T-1 PARK TRAIL

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

Width: 8' minimum

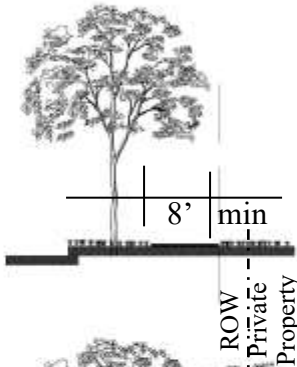
ROW or Easement: none required

T-2 HIKE & BIKE TRAIL AT TRAIL-HEAD

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

Width: 12' minimum

ROW or Easement: None required



T-3 R.O.W. TRAIL

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

Width: 8' min

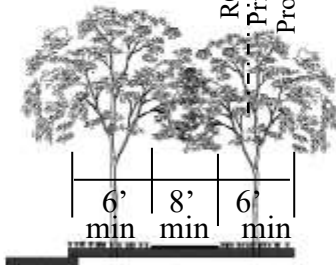
ROW or easement: built within the street ROW. If the typical sidewalk requires less ROW, additional ROW must be dedicated for the trail width.

T-7 AMENITY CENTER TRAIL

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

Width: 5' minimum

ROW or Easement: None required

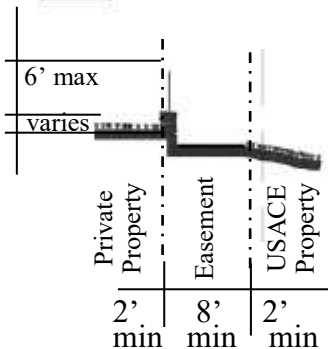
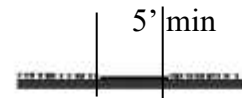


T-4 LINEAR PARK TRAIL

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

Width: 8' min

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



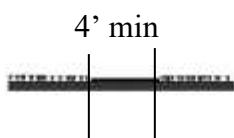
T-5 BOARDWALK TRAIL

Located between private property and the USACE property boundary.

Width: 8' min

ROW or easement: 12' min

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



T-6 NATURAL TRAIL:

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

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

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

5.3 Required Landscaping

A. Planting Along Streets and in Medians.

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

Street trees shall be installed in accordance with these criteria:

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

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

5. Open Space Common Areas. Landscape design of open space common areas shall include selection and configuration of plantings, hardscape areas and accessory elements, including, without limitation, lighting, seating, accessory structures (e.g., gazebos, bandstands) and water elements as is appropriate to each such area. Designs for open space common areas shall be included in a submitted Site Plan, if such site includes open space common areas. An average of fifteen (15) trees (minimum 3" caliper) per acre (exclusive of any area covered by surface water, such as ponds and water courses) shall be installed in open space common areas or be accounted for by tree credits.

6. Landscaping within Yards. Plantings to be located within required yards may include but shall not be limited to the following: understory trees, shrubs, vines, ground covers, grasses and flowers. Hardscape materials may include but shall not be limited to the following: stone, brick pavers and concrete. Final landscape design for required yard areas shall be prepared as part of the Site Plan for said lot or site.

B. Landscape Requirements for Parking. Parking Structures.

1. There are no landscaping requirements for parking structures that are located in a Block Interior. Parking structures facing the public ROW shall require Type B-1 buffers.
2. Surface Parking Lot Trees. A surface parking lot shall have, within the lot area, a minimum of one (1) tree, three inch (3") caliper, with subsurface irrigation, for every ten (10) parking spaces provided in the lot.

5.4 Tree Preservation.

- A. Landscape Buffer Tree Requirements. All landscape buffers required to be greater than five feet (5') in width shall have a minimum of one (1) tree (minimum 3" caliper) per forty (40) linear feet of buffer; however, trees in landscape buffers may be clustered in natural groupings provided that the total number of trees, when averaged over the length of the buffer, meets said standard.
- B. Compliance: Tree Credit Schedule. In achieving compliance with the requirements of this Section 5.3, the property-owner/developer may plant trees or apply credits for existing or transplanted trees or newly planted trees. Existing protected trees that are moved and replanted will be credited toward the requirements of this Section 5.3. For transplanted trees (other than Post Oaks, for which no credits will accrue), credits shall be based on one inch (1") of credit for each caliper inch of the transplanted tree, with fractional measurements being rounded to the nearest whole number.
- C. Mitigation: No mitigation or impact fees shall be required for removal of trees that are approved for removal as part of the Site Plan application and approval process. However, the Lakeside DFW zoning district shall insure that at least 8 trees per acre shall be planted over the gross area of disturbed land as a consequence of the development.
- D. Tree Survey Requirements. A tree survey (a "Subsequent Tree Survey") must be submitted in electronic format with an application for a Site Plan, plat or re-plat. Each Subsequent Tree Survey shall conform to the requirements of Section 94-23 of the Code of Ordinances.
- E. Definitions. The following terms shall have these meanings in these Development Standards, and to the extent of any conflict with other meanings for the same terms set out elsewhere in the Code of Ordinances the meanings in these Development Standards shall prevail:

Protected tree means any tree of a type that, as of the date of this Ordinance, is listed on the Town's protected tree list and measures six inches (6") in caliper width or greater, ten feet (10') in height or greater and is not located in, or within six feet of, proposed building footprints, public streets, alleys, rights-of-way, utility easements, drainage easements, fence easements, pedestrian access easements or other existing public rights-of-way or easements.

Specimen tree means any existing tree, of a type

that, as of the date of this Ordinance, is listed on the Town's protected tree list and measures within fifty percent (75%) of the caliper width or circumference, measured at four feet (4') above ground level, of the same such tree as listed in the most current edition of the Big Tree Registry, as amended, published by the Texas Forest Service and is not located in, or within six feet of proposed building footprints, public streets, alleys, rights-of-way, utility easements, drainage easements, fence easements, pedestrian access easement or other existing public rights-of-way or easements..

Caliper for existing, established or native trees shall be measured in accordance with the Measuring Rules and Procedures of the Texas Forest Services,

Caliper for landscape, nursery or replacement trees shall be measured at a height of twelve inches (12") above ground level. The caliper of multi-trunk trees shall be measured by determining the diameter or circumference of the largest trunk at full caliper added to one-half (1/2) of the diameter or circumference of each remaining trunk, measured at a height of twelve inches (12") above ground level.

Trees Excluded: Notwithstanding the foregoing, subject to the review and approval of the Town's Tree Preservation and Enforcement Officer or his authorized designee, a protected or specimen tree shall not include any living tree, which is certified, in writing, by a registered arborist or landscape architect as injured, dying, diseased or infested with harmful insects, which is in danger of falling, interferes with utility service or creates unsafe vision clearance, or which in any manner creates a hazardous or dangerous condition so as to endanger the public health, welfare or safety. Further, a protected tree shall not include any living tree that is identified on approved subdivision construction plans as necessary to be removed to comply with EPA storm water permitting requirements or FHA lot grading plans. Further, notwithstanding the foregoing, subject to review and approval of the Town's Tree Preservation and Enforcement Officer or his authorized designee, a protected or specimen tree shall not include any tree, which is certified, in writing, by a registered arborist or landscape architect as dead.

Pre-construction Plans: Prior to any and all construction or land development activity, the developer or property owner shall establish designated parking areas for the parking and storage of all vehicles, trailers, construction equipment and related items, design-

nated stockpile areas for the storage of construction supplies and materials and designated drive areas for vehicles and equipment. The location and dimensions of such designated areas shall be clearly identified on site plans and shall be approved by the Tree Preservation and Enforcement Officer or authorized designee prior to any construction or land development activity. Such designated areas shall be completely fenced with chain-link fencing and gates for safety purposes and for separation of protected and specimen trees from the construction area and related construction activity. With the ap-

proval of the Tree Preservation and Enforcement Officer or authorized designee, the designated parking and stockpile areas may be combined into one fenced area, provided that the preservation of protected and specimen trees is not adversely affected or jeopardized. Supplies and pipe and other items that are customarily unloaded where installed shall not be required to be stored within the designated stockpile areas. Sites approved for temporary batching plant permits shall be fenced and gated in the same manner as designated parking and stockpile areas.

PARKING STANDARDS

FIGURE 6.1: PARKING PLAN AND ANALYSIS



6.1 Location and design of off-street parking.

- A. Off-street parking for all uses located along type A streets shall be limited to 25 percent or less of the block frontage and 80 percent or less on type B streets, arterial, collector, and highway frontage streets.
- B. Any off-street surface parking area located adjacent to a street or a residential use shall be screened in the form of a landscape fence which is at least 3 feet in height.
- C. A surface parking lot may not be adjacent to a street intersection or square.
- D. A surface parking lot may not be located fronting any of the traffic circles on Lakeside Parkway.
- E. Shared parking facilities are encouraged for non-residential uses in the MU. Public parking spaces cannot be reserved.
- F. Bicycle parking shall be provided for non-residential uses, especially for schools, parks, trails, and other recreational facilities. Bicycle parking shall be provided at a rate of at least one percent of all off-street automobile parking spaces provided for non-residential and mixed use occupancies in the district. Bicycle parking may be shared between uses and shall be centrally located, easily accessible, and visible from streets or parking lots. They may be located between the roadway and the building facades as long as their location does not impede pedestrian walkways.
- G. Any off-street parking provided for residential uses shall be located in such a manner as to minimize the impact of garages and driveways along the residential street. All lots 60 feet and wider may have front loaded garages in accordance with the Residential Building Standards.
- H. Parking garages may be used to meet the parking requirements provided they do not occupy more than 25% of any A street frontage per block, or 50% of any B street frontage per block. The façades may exceed this frontage limit if the façade of the structure matches the adjacent habitable structures or the two lowest levels of parking are designed to appear as a single ground floor story.
- I. Section 82-75 of the Code of Ordinances addressing Off-site parking shall not apply to Subzones MU-TEN and MU-C(3). However, all required off-street parking spaces must be located within 1500' of the use they are serving, unless provided through an Off-site Parking Facility that has a valet service located within 1500' of the use.

6.2 Required Parking.

- A. The number of required parking spaces for uses in Lakeside DFW shall be determined as follows:
- B. Sections 82-73(3) and (4) of the Code of Ordinances shall not apply to Lakeside DFW as a whole, the determination that a development is a large development and is, therefore, required to provide a parking study consistent with the overall parking study and provision shall be made in regard to each Site Plan.
- C. The applicant for a Site Plan may elect the application of the Code of Ordinances to adjust the number of required parking spaces.
- D. Parking spaces for persons with disabilities will be provided in the number and with such dimensions as are required by the Texas Accessibility Standards.

6.3 Mixed Use Parking.

- A. Mixed use parking standards may be applied to satisfy parking requirements in Lakeside DFW. In applying mixed use parking standards, the following Schedule of Mixed Use Parking sets forth the percentage component for the calculation. The number of required parking spaces is determined by multiplying the percentage in each cell by the number of spaces required for the use and then totaling the resulting numbers for each column, and the column total that generates the highest number of parking spaces is the parking requirement.
- B. The parking requirement may be reduced upon a submittal of the parking calculation by the applicant and approval by the Town.

6.4 Parking Dimensions.

- A. General. The minimum required dimensions of parking spaces and aisles, if any, shall be as indicated in this Section 6. Minimum parking space dimensions shall comply with Section 82-77—Parking Space and Aisle Dimensions in the Flower Mound Code of Ordinances.
- B. On-Street Parking: Section 82-78—Parking Area Design, shall not apply to on-street parking within the MU zoning District.
- C. Covered Parking: Structure is to be masonry or metal and must comply with the regulations governing building materials. Carports of metal construction are permitted.

TABLE 6.1: SCHEDULE OF REQUIRED PARKING

Use Type	Parking
General Office or Retail	1 space per 250 sq ft (1/250 sq ft)
Restaurant	1 space per 100 sq ft (1/75 sq ft)
Hotel	1 space per lodging room
Multifamily	
1 bedroom/efficiency	1 space per unit
2 bedrooms	1.8 spaces per unit
3 bedrooms or more	2 spaces per unit
Residential other than multifamily	
Less than or 1600 sq ft in area	1 space
More than 1600 sq ft in area	2 spaces
Nonresidential uses other than those listed above	Sixty five percent (65%) of the number of spaces that would be required under the Code of Ordinances

- D. **Parking Structures.** The dimensions of parking spaces located in parking structures shall be as follows: Nine feet by eighteen feet except in automated parking structures, where each vehicle storage space, shall be counted as a parking space for purposes of these Development Standards, provided that such space accommodates a vehicle. Parking Structures shall be permitted to exceed the limit of 20% excess parking as provided in Section 82 -73 (1) of the Town ordinance.
- E. **On-Street Parking.** The dimensions of parallel parking spaces located on streets shall be 8 feet by 20 feet unless otherwise indicated.
- F. **Parking Access Aisles.** Parking access aisles that are not also fire lanes shall have these widths:
- two (2) lanes (two-way traffic) a minimum width of twelve feet (12') each for ninety degree (90°) parking configurations; and
 - not less than a minimum width of twelve feet (12') for one-way or angled parking.
- G. **Section 6.5 Interim Parking.** The following regulations related to Interim Parking apply only to Subzones MU -TEN and MU-C(3). The Concept Plan for Subzones MU-TEN and MU-C(3) of the Lakeside DFW Mixed Use Zoning District anticipates that the majority of the parking spaces shall be accommodated through on-street parking and structured parking garages. To facilitate the phased development over time, some surface parking in the form of Interim and/or Off-site Parking Facilities will be needed in areas planned for other uses until the structured parking garages are completed. The following standards shall apply to Interim or Off-site Parking Facilities.
- Interim Parking Facility: An Interim Parking Facility shall mean a surface parking lot located on land within Subzones MU-TEN or MU-C(3) of the Lakeside DFW Mixed Use Zoning District that is planned for other uses, and which, at some unspecified time in the future, will be demolished to allow for the development of the planned land use(s).
 - Off-site Parking Facility: An Off-site Parking Facility shall mean a parking facility outside of Subzones MU -TEN and MU-C(3) of the Lakeside DFW Mixed Use Zoning District that is accessed through a valet service located within Subzone MU-TEN or MU-C(3).
 - Development within Subzone MU-TEN of the Lakeside DFW Mixed Use Zoning District may employ either an Interim Parking Facility or an Off-site Parking Facility to meet the parking demand of the planned development within Subzone MU-TEN.
 - An Interim Parking Facility shall comply with Section 6, except it shall not be required to comply with sections:
 - Section 6.1.A: parking frontage on Type A and Type B streets
 - Section 6.1.C: parking adjacent to intersections
 - Figure 6.2: parking within 60' of an intersection
 - All applicable development standards shall apply to any new construction of an Offsite Parking Facility.
 - Approval of an Interim Parking Facility: The applicant shall submit a Site Plan application for an Interim Parking Facility that shall also include the plan for the future transition of the Interim Parking Facility. The transition plan shall include a conceptual plan of the future relocated parking spaces, the approximate area(s) for the future parking, and the approximate number of spaces being displaced.
 - Removal of Interim Parking: To remove or demolish all or part of an Interim Parking Facility, the Applicant shall submit a site plan application for the relocation of the displaced parking spaces. The parking plan may include

another Interim Parking Facility, an Off-site Parking Facility, or a permanent parking lot or garage complying with Section 6 herein.

8. No Interim Parking Facility may be opened for use until a Certificate of Occupancy is issued for a parking garage within MU-TEN, containing a minimum of two hundred (200) spaces.

9. No more than one (1) Interim Parking Facility may be constructed within Microzone MZ-1. In the event an Interim Parking Facility is constructed within Microzone MZ1, no more than three hundred (300) parking spaces may be built.

10. No more than one (1) Interim Parking Facility may be constructed within Microzone MZ-5. In the event an Interim Parking Facility is constructed within Microzone MZ5, no more than one hundred and eighty (180) parking spaces may be built.

TABLE 6.2: STANDARD REDUCTIONS FOR SHARED PARKING

Use	Weekday		Weekend		Night
	Daytime 6 a.m. – 6 p.m.	Evening 6 p.m.-midnight	Daytime 6 a.m. – 6 p.m.	Evening 6 p.m.-midnight	Midnight-6 a.m.
General or professional office	100%	10%	10%	5%	5%
Laboratory, medical or dental office	100%	10%	10%	5%	5%
Retail	50%	90%	100%	70%	5%
Restaurant	50%	100%	100%	100%	10%
Hotel	70%	100%	70%	100%	70%
Multifamily	60%	100%	60%	100%	100%
Residential, other than multifamily	100%	100%	100%	100%	100%

PARKING IN REAR: Surface parking is permitted behind and inside buildings provided garage doors are accessed from the rear of the building in the interior of the block.

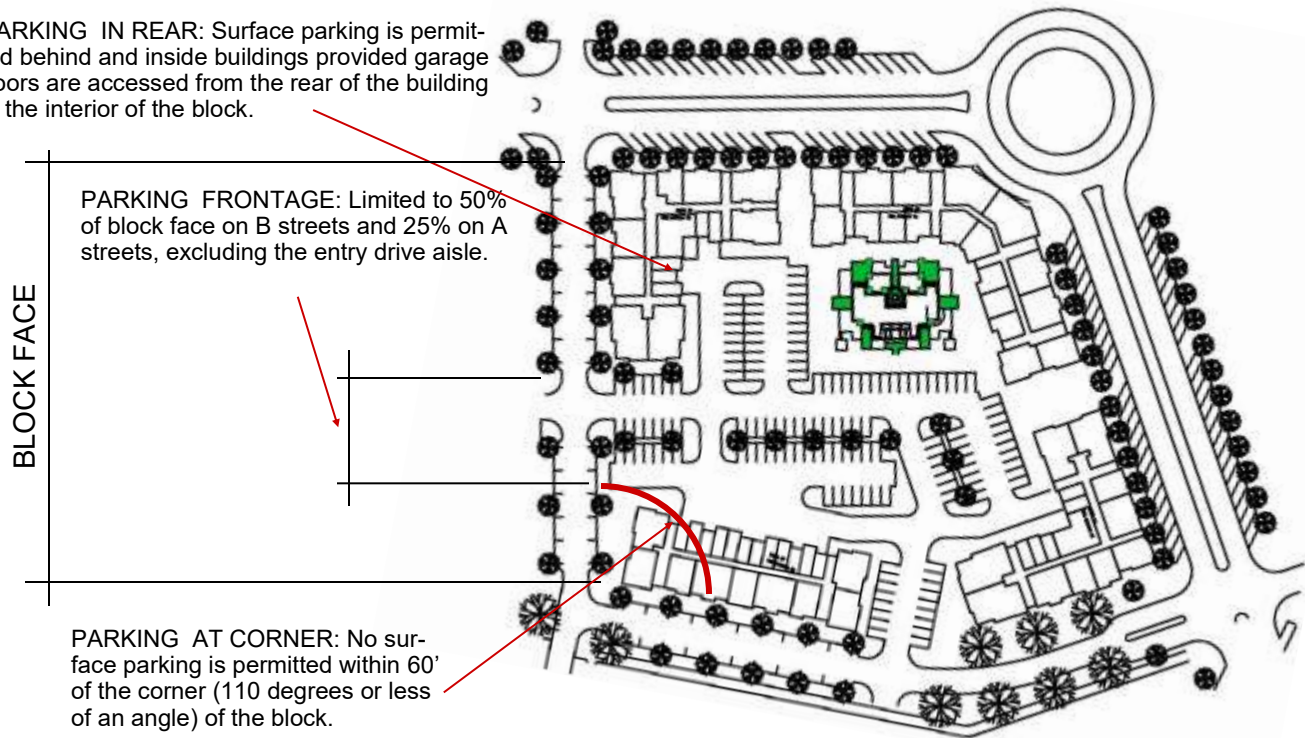
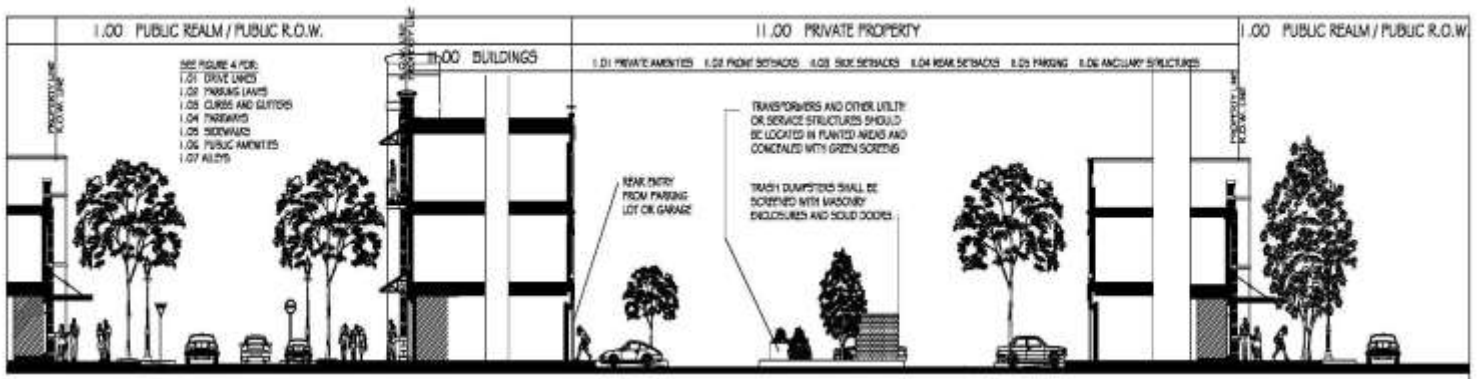


Figure 6.2: Surface parking rules

ARCHITECTURE AND BUILDING STANDARDS

ARCHITECTURAL AND BUILDING STANDARDS

Figure 7.1: SITE SECTION



LEGEND

I.00PUBLIC RIGHT-OF-WAY

II.00PRIVATE LAND

III.00BUILDINGS

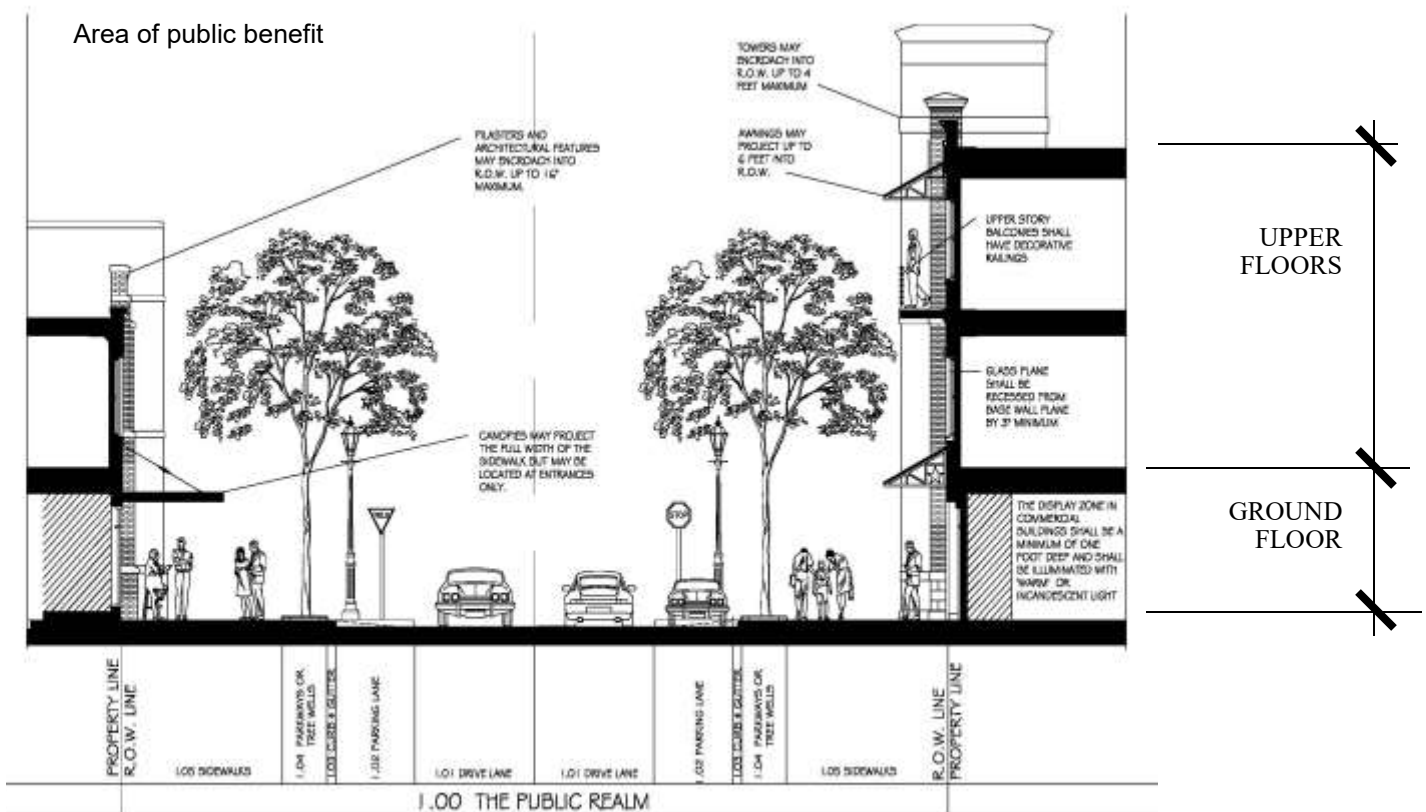


Figure 7.1: This illustration represents the area of regulatory priority.

NOTES ON STREETScape:

1. Street Lighting. Division 6 of Article IV of Chapter 98 of the Flower Mound Code of Ordinances shall not apply to street lighting installed by an owner or developer for public benefits on or adjacent to public rights-of-way. Street lighting shall be perpetually maintained by the Lakeside Owners' Association.
2. Street Lights: The streetlights must comply with the development standard for streetlights, selected from utility company antique styles. The fixtures are to be placed not more than 80 feet apart on Lakeside Parkway. Fixtures must be equipped with 2 banner arms on each pole, placed perpendicular to the street.
3. Lighting: Development shall comply with the Town's standards for light intrusion at the boundaries of Lakeside DFW . Within, between or among any lots or sites located wholly in Lakeside DFW , no light intrusion will be deemed to exist or occur, and in that regard Section 98-1125(8) of the Code of Ordinances shall not pertain or be applied to any such lots or sites.
4. Street Signs: Street signs must comply with the development standard and must indicate the names of both streets at each intersection. A minimum of one sign pole per intersection is required at all intersections with Lakeside Parkway.
5. Street Furniture: Benches, trash receptacles, drinking fountains must comply with the development standard. Potted plants are permitted with approval of the **Lakeside Commercial Owners Association (LCOA)**.
6. Displays: Temporary displays are permitted for seasonal or commercial activity with the approval of the LCOA.
7. Temporary Signage: Temporary signage is permitted with the approval of the LCOA.



Photo of mixed use streetscape

GROUND FLOOR COMMERCIAL STANDARDS

1. Minimum ground floor height of 14' floor to floor
2. Display windows complying with these standards; See Section 7.2.A
3. Entry doors at grade complying with these standards; See Section 7.2.C
4. One entry into the building for each 100' of frontage; See Section 7.2.C
5. Sign Band complying with these standards; See Section 7.2.C
6. Awning or canopy on all street level windows; See Section 7.2.D

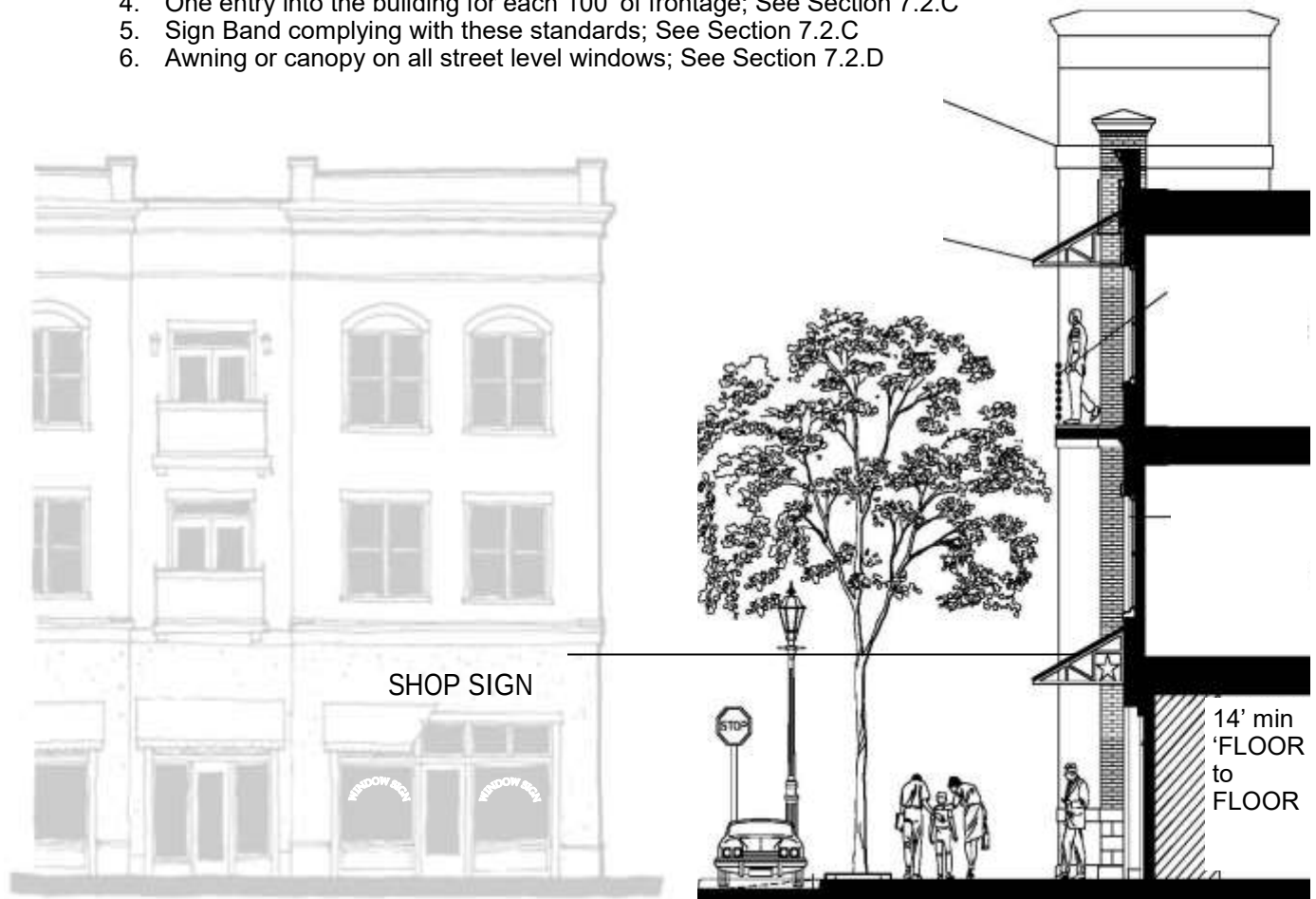


Figure 7.2: Ground floor built to commercial standards

TABLE 7.1 WINDOW/DOOR AREA REQL		MU-C	MU-N	MU-TEN	MUTMR
MIXED-USE & COMMERCIAL BUILDINGS					
GROUND FLOOR FAÇADE	MIN	60%	60%	50%	60%
	MAX	75%	75%	75%	75%
UPPER FLOOR FAÇADE	MIN	30%	30%	30%	30%
	MAX	60%	60%	60%	60%
RESIDENTIAL BUILDINGS					
GROUND FLOOR FAÇADE	MIN	60%	40%	40%	40%
	MAX	75%	60%	60%	60%
UPPER FLOOR FAÇADE	MIN	30%	30%	30%	30%
	MAX	60%	60%	60%	60%

WINDOW AREA REQUIREMENTS

1. The façade area shall be measured between 3 feet and 9 feet above each finished floor. The percentage shall be the glass area divided by the total façade area.
2. Facades fronting Type 'B' Streets may reduce the glass area by 25%.
3. Facades facing alley or parking lots have no glass area requirements.

BONUS HEIGHT BUILDING STANDARDS

1. Minimum ground floor height of 14' floor to floor
2. Display windows are not required to comply with these standards
3. Entry doors at grade complying with these standards, and at least one entry must be located fronting the street of the building's address; See Section 7.2.C for entry requirements.
4. One entry into the building for each 100' of frontage; See Section 7.2.C
5. Sign Band is not required to comply with these standards.
6. Awning or canopy on all street level windows; See Section 7.2.D. Canopy may be metal or louvered and is not required on the Street-level windows, but is required at the building entrance.
7. The building, or portion thereof, within 12 feet of the public ROW is limited to the height defined without the bonus provisions. If the Building is set back from the public ROW 12' or more, the space between the ROW and the building cannot be used for parking and must comply with the standards for General Open Space.
8. The ground floor fronting the public ROW may not be used for a parking garage.

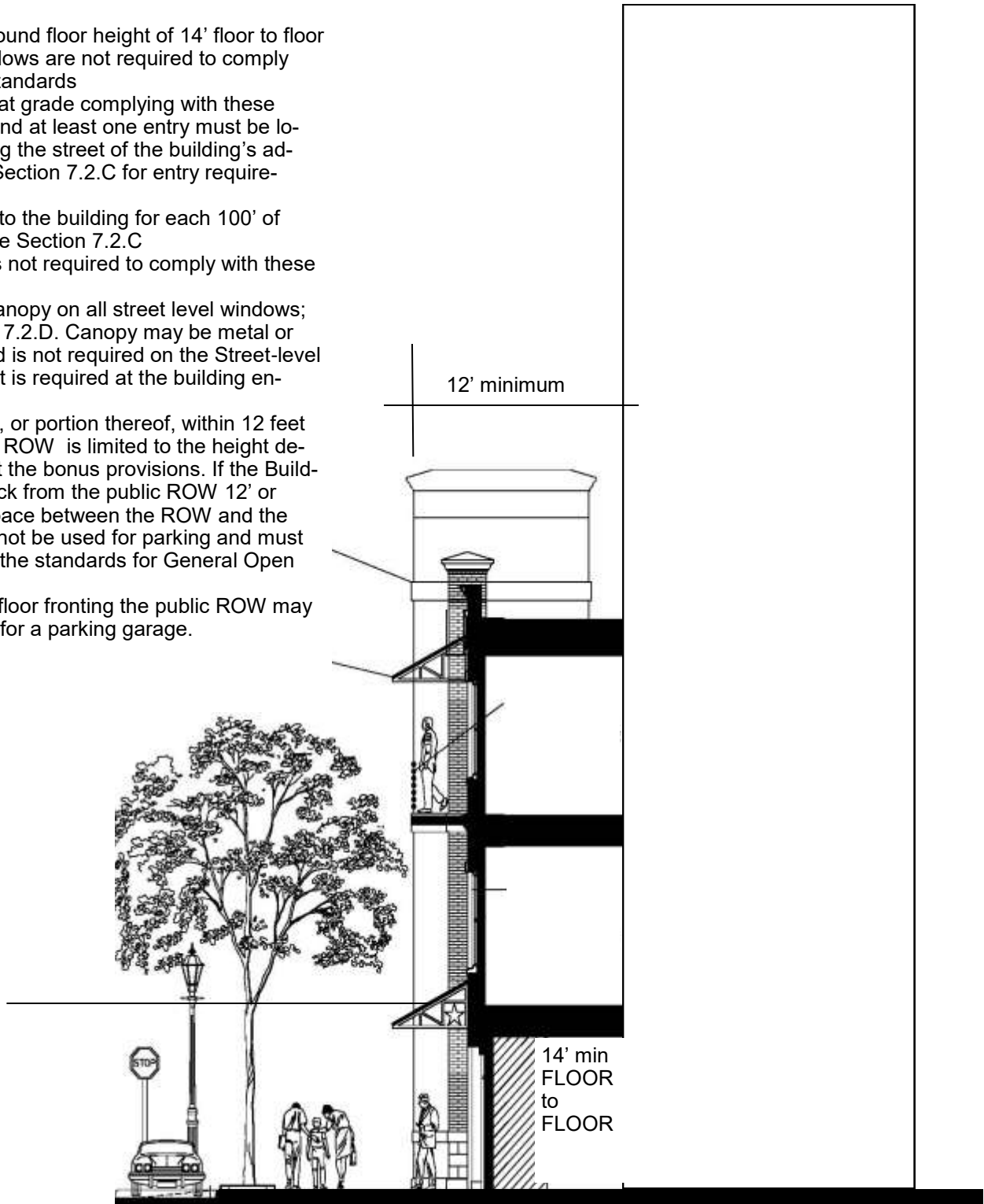


Figure 7.3: Bonus Height Building Standards

GROUND FLOOR RESIDENTIAL STANDARDS

1. Finish Floor elevation be at or above sidewalk grade for patios and private entries; See Section 7.3.A
2. Common entrances shall be at approximate sidewalk grade; See Section 7.3.B
3. Common entries shall provide weather refuge, such as an awning, canopy or recessed doorway and shall comply with these standards; See Section 7.3.B
4. Windows shall comply with these standards; See Section 7.3.C
5. Private Patios and associated fencing shall comply with these standards; See Section 7.3.D



Figure 7.4: Ground Floor Residential Standards

STANDARDS FOR UPPER FLOORS OF RESIDENTIAL OR MIXED USE BUILDINGS

1. Windows shall comply with these standards; See Section 7.4.A
2. Balconies shall comply with these standards; See Section 7.4.B
3. Cornice or Eave shall comply with these standards; See Section 7.4.C
4. Roof shall comply with these standards; See Section 7.4.D



Figure 7.5: Upper stories building standards

SECTION 7: REGULATIONS

The following regulations are intended to address Building and Architectural Requirements, pursuant to the requirements of the Mixed Use Zoning Code as it applies to the Lakeside Development.

Large footprint retail formats such as grocery stores and department stores are exempt from these regulations due to their economic value as anchors for shopping venues. Every attempt should be made to incorporate the large retail footprints into the urban pattern. These components of the development shall comply with Flower Mound C2 Zoning standards if they cannot comply with these standards.

7.1 BUILDING FACADES -

A. FACADES ELEMENTS

1. Facade: The quality of the facades determines the quality and character of the adjacent outdoor space. Since the public ROW requires a higher quality façade than the parking lot, the façade regulations are divided into Type A (better quality) and Type B (lesser quality). Type A facades face the public R.O.W. **Type B facades face parking lots and alley areas.**
2. Proportions: The proportions of walls, windows, and portions of walls shall be predominately vertical. Areas that are predominately horizontal shall be subdivided by pilasters, mullions, columns, trim work, or other architectural elements to achieve a balanced or vertical appearance. Vertical stripes, however, are undesirable.
3. Pilasters and Columns: Pilasters and columns are an expression of the actual or imaginary structural system on the exterior of the building. These elements divide the horizontal façade into smaller, more vertical panels. Pilasters should be placed no farther apart than they are tall and they should extend to the eave or above the parapet. .
4. Entry Conditions: The major entry is required to be placed on the public ROW façade and requires at least one entry into the building for each 100 feet of frontage on the property line.
5. Maximum Façade Length: One story buildings may be 100 feet long with a single building façade design; two or more stories are unlimited.
6. Transition A to B Facades: An A Façade must continue around a corner a minimum of 15 feet or 30% or the distance to the next building whichever is less, before transitioning to a B Façade.

B. MATERIALS

The materials employed to construct the buildings and public areas carry cultural, social, economic and architectural qualities that may or may not be appropriate to the character of the development. All material proposals are subject to the review and approval of the LCOA. The material lists are divided into materials that generally are unrestricted, materials that are desirable in small quantities, and materials that are undesirable unless used in an unusual or artistic fashion.

1. Unrestricted Materials: These materials may be used without limits for walls in 'A' or 'B' Facades: Brick, Stone, Stucco, Cast Stone, Ceramic Tile. Exception: within Subzones MU-TEN and MU-C(3), EIFS shall be an Unrestricted Material for the 2nd floor and above and excluding the ground floor.
 - i. For microzone MZ-2 only, the following restrictions apply:
 - a. Painted concrete (cast-in-place or pre-cast), or a combination of painted concrete and pipe rail fence, shall be allowed on any exposed façade parking garage walls that do not face or front on to a public right-of-way or public parking areas. When pipe rail is used in combination with painted concrete, the minimum height of the concrete wall shall be 33" with a minimum 9" pipe rail on top.
 - b. The east, south, and west boundaries of the street-level parking garage shall be secured with cable rail fence in the interim until such time as the first non-residential building de-



velops on top of the parking garage. Prior to the issuance of a Certificate of Occupancy (CO) for the first non-residential building constructed on top of the garage, any street-level cable rail fence shall be replaced with any of the following types of fence: a minimum 42" tall wrought iron fence, a minimum 42" tall glass fence, or a combination of minimum 33" concrete wall with pipe rail on top for a total of 42" tall fence. No fence shall be required in areas where the final grade is at street level.

2. Limited Façade Materials: The following materials may be used up to 20% on A facades and 80% of 'B' Facades: Concrete masonry units, EIFS, metal panel siding or hardi-plank clapboard siding. EIFS may be used on the second floor and above. Exception: within MU-TEN and MU-C(3), ACM (Aluminum



Composite Metal) may be used on up to 25% of 'A' and 'B' Facades and GFRC (Glass Fiber Reinforced Concrete) may be used on up to 20% of 'A' and 'B' Facades.

3. Prohibited Materials: The following materials may not be used for buildings subject to these guidelines unless specifically exempted by the LCOA. Aluminum siding, vinyl siding, wood or corrugated metal siding.
4. Color: Colors for stucco, cast stone, mortar, shall generally be low reflectance, neutral, or earth tone colors. The use of high intensity primary metallic, or fluorescent colors is prohibited. Painted trim colors may be selected from the range of colors available from the National Trust for Historic Preservation. Bright colors may be used on trim or decorative elements.

7.2 COMMERCIAL GROUND FLOOR BUILDINGS

A. DISPLAY WINDOW

The portion of the building interior that is, or is intended to be, part of the pedestrian experience visible from the public ROW, if occupied by a retail tenant.

1. Window Display: The window display is to be visible at least 1 foot into the interior. The display should be well lighted, clean and organized.
2. Window Display Floor: A raised floor is recommended but not required.
3. Window Display Lighting: Lighting should be warm in color and either incandescent or metal halide. Fluorescent lighting is prohibited.
4. Window Display Window Coverings: If the ground floor space is occupied by a retail tenant, no coverings should be applied that eliminate visibility into the display space such as blinds, medium or heavy tinting, or draperies. If the space is occupied by an office or residential occupant, window coverings shall be permitted.
5. Display Window, Glass: The intent of the regulation is to provide as much opportunity for observation as possible, achieving the maximum visibility into the display window. Clear, single pane glass is recommended, insulated glass is permitted, light tinting for UV protection is permitted, medium and heavy tinting is prohibited. Glass panels should have a generally vertical proportion.
6. Display Window, Sills: Window sills must be sloped to drain over the window pediment.
7. Window Pediment: This is a section of wall under the display window elevating the glass above the sidewalk. Permitted materials include all materials in the materials section of the Guidelines except glass. The minimum height is 6 inches; maximum height is 39 inches.
8. Display Window, Jambs: The minimum return from the primary wall surface to the jamb is 3 inches. A trim or panning is recommended.
9. Display Window, Head: The design of the display window incorporating transom window elements above door height are recommended but not required. Above the glass and frame, unit masonry walls must have a visible masonry lintel above the glass. Stucco-style walls do not require a visible masonry lintel.

B. ENTRY DOORS

1. Entry Doors: Entry doors must be a minimum of zero percent glass, no maximum.
2. Entry Doors, Jambs: Trim, panning, or a section of wall is required between the door jamb and the adjacent jamb of the display window.
3. Entry Doors, Transom: A transom or transom-type panel is recommended above the entry door(s) but is not required.
4. Entry Doors, Canopy: If an awning or canopy is required over the entry doors, a canopy may extend into the Public ROW and may be supported on columns; however, the columns may not interfere with the accessible route of the sidewalk.
5. Color: Colors for stucco, cast stone, mortar, shall generally be low reflectance, neutral, or earth tone colors. The use of high intensity primary metallic, or fluorescent colors is prohibited. Painted trim colors may be selected from the range of colors available from the National Trust for Historic Preservation. Bright colors may be used on trim or decorative elements.

C. SIGN BAND -

The Sign Band is designed to display the identity of the business within and express in graphic form the character of the business. Highly expressive graphics are encouraged; see Sign Guidelines for details. A sign band that is too long or too tall is not consistent with the intended character.

1. Location: The top of the head of the display window is the bottom of the sign band and the bottom of the second floor window sills (or the bottom of the cornice on 1 story buildings) is the top of the sign band. The band ends horizontally either at a pilaster, a tower, or an adjacent façade.
2. Maximum Height: The maximum height that is uninterrupted by a change in plane, change in material or a change in color, is 5 feet.
3. Maximum Length: The maximum length that is uninterrupted by a change in plane, change in color, or a change in material is 50 feet on a one story building, 100' on two or more stories.

D. OTHER FEATURES

1. Base or Watertable: The lowest element on the building façade, it establishes a visible base for the materials above. It is recommended.
2. Awnings: Awnings on all street level windows are required. Office street level windows within subzone MUTEN do not require awnings. Awnings are to be made of predominantly natural or natural-appearing

fabric or metal. The bottom of the awning must be placed at or below the top of the window.

3. Lighting: Indirect lighting of the signage and identity graphics is recommended, but not required.

7.3. NON-COMMERCIAL GROUND FLOOR

These rules apply to structures which house a ground floor comprised of residential units under a single ownership. Non-commercial ground floors are encouraged to accommodate relatively easy



conversion to a commercial use if the market permits.

A. FLOOR ELEVATION

Floor Elevation at sidewalk: the floor elevation of the ground floor must be at or above average grade of the sidewalk and common entrances shall be accessible by ramp if necessary.

B. ENTRY DOORS

1. Entry Doors, Private Primary - Primary entry doors to individual dwelling units facing the street may be of wood, steel, or steel with laminated wood veneer or fiberglass.
2. Entry Doors, To Common Conditioned space: Entry doors to a common conditioned space, such as a lobby or corridor, must be a minimum of 30% glass, no maximum.
3. Entry Doors, To Common Un-conditioned space: Entry doors or gates to a common non-conditioned space, such as a lobby or corridor, may be of ornamental metal, open gate style. The doors or gates must be painted black, dark green or the same or complementary colors of the primary

facade.

4. Entry Doors, Weather Refuge - awnings made of predominantly natural or natural-appearing fabric or metal; metal roofs or roof elements are encouraged over primary entry doors to provide shelter from weather. Weather refuge elements are encouraged but not required over common entry doors. Alternatively, doors may be recessed into the façade far enough to permit a person to stand out of the weather.
5. Entry Doors, Lighting - decorative light fixtures such as wall sconces are encouraged adjacent to primary entry doors, but are not required. Fixtures should have a diffuse light source that is non-glaring or a decorative shade or mounting which eliminates direct visibility of the source.
6. Entry Doors, Sliding - slide opening doors are prohibited on the street façade.

C. WINDOWS

1. Windows, Type - Windows shall be fixed glass, single hung, double hung, triple hung or casement. Casings shall not be narrower than 2" except on masonry walls. Head casing shall be equal to or wider than the jamb casing.
2. Window shutters - if shutters are used, they shall be one-half the width and of the same height as the associated window. All shutters shall be louvered, paneled, or constructed of boards as appropriate to the style of the building. Shutters do not need to be operable.
3. Windows, Interior coverings - interior coverings of ground floor windows may be of wood, or wood-style blinds either horizontal or vertical; or finished fabric drapery. Metal blinds and cellulose blinds are prohibited. Artwork located on the glass or inside the glass is permitted provided it is not serving as advertising.

D. PRIVATE OUTDOOR SPACES

1. Outdoor private space, design - if outdoor private space is provided for residential units on the ground floor, these areas may be separated from the public ROW by fencing or with ornamental railings or masonry walls and should be consistent with architectural character of the façade. Railings or walls must be at a height no greater than 48". The areas must be provided a mixture of hardscape to landscape including turf, ground cover, shrubs, plant boxes or

planters.

2. Outdoor private space, storage of materials - outdoor private space may not be used for storage or parking. No bicycles, motorcycles, or toys may be stored within. Seasonal items such as chairs, tables, planters or grills may be included.

E. OTHER ITEMS

1. Signage - Signage for non-commercial ground floors shall generally be consistent with the Mixed Use Zoning District. Address numerals, unit numerals, unit nameplates may be placed on the facade wall immediately adjacent to the entry door. Wall signs announcing the name of the residential unit development may be placed at visible corners of the building in either a sign band from the top of the head of the primary floor windows to the bottom of the second floor window sills or as a blade sign.
2. Utilities - no utility service connections, meters or other appurtenances will be allowed on the building facades facing the public realm. Utility connections, meters or other appurtenances shall be located on



rear facades or on "B" facades which have intervening masonry walls or on the sides or backs of the buildings.

3. Stairways - stairways shall be concealed from the street and placed within the building footprint. Entry doors shall be accessible from the public realm.

7.4 UPPER STORIES -

The regulation of the façade design for the building above the first floor allows for wide latitude to encourage dignified, beautiful, creative, and gracious design.

A. WINDOWS

1. Windows, Jamb: Trim or panning recommended. Jamb must be recessed from the primary wall plane a minimum of one inch unless trim or panning is used.
2. Windows, Heads: In unit masonry construction, a visible masonry header is required. Stucco does not require a masonry header.

B. BALCONIES

1. Balconies, Doors: Swinging doors required, sliding doors prohibited. Exception: within MUTEN, swinging doors and sliding glass doors shall be permitted.
2. Balconies, Door Heads: In unit masonry construction, a visible masonry header is required. Stucco does not require a masonry header.
3. Balconies, Floors: Floors must be a solid, concrete surface (lightweight concrete is acceptable provided it is structurally sound); metal grates are prohibited. Floors may project into the public ROW.
4. Balconies, Railings: Ornamental railings are required and should be consistent with architectural character of the façade. Top of railing shall be a maximum of 3 inches wide. Exception: within MUTEN micro-zones MZ1, MZ4, and MZ5, top railing shall be a maximum of 6 inches wide.

C. CORNICE

1. Cornice/Eave/Parapet: The design of the top of the building should be consistent with the architectural style of the façade. If the parapet is not tall enough to conceal the rooftop equipment, an added screen will be required behind the parapet to do so.

D. ROOF

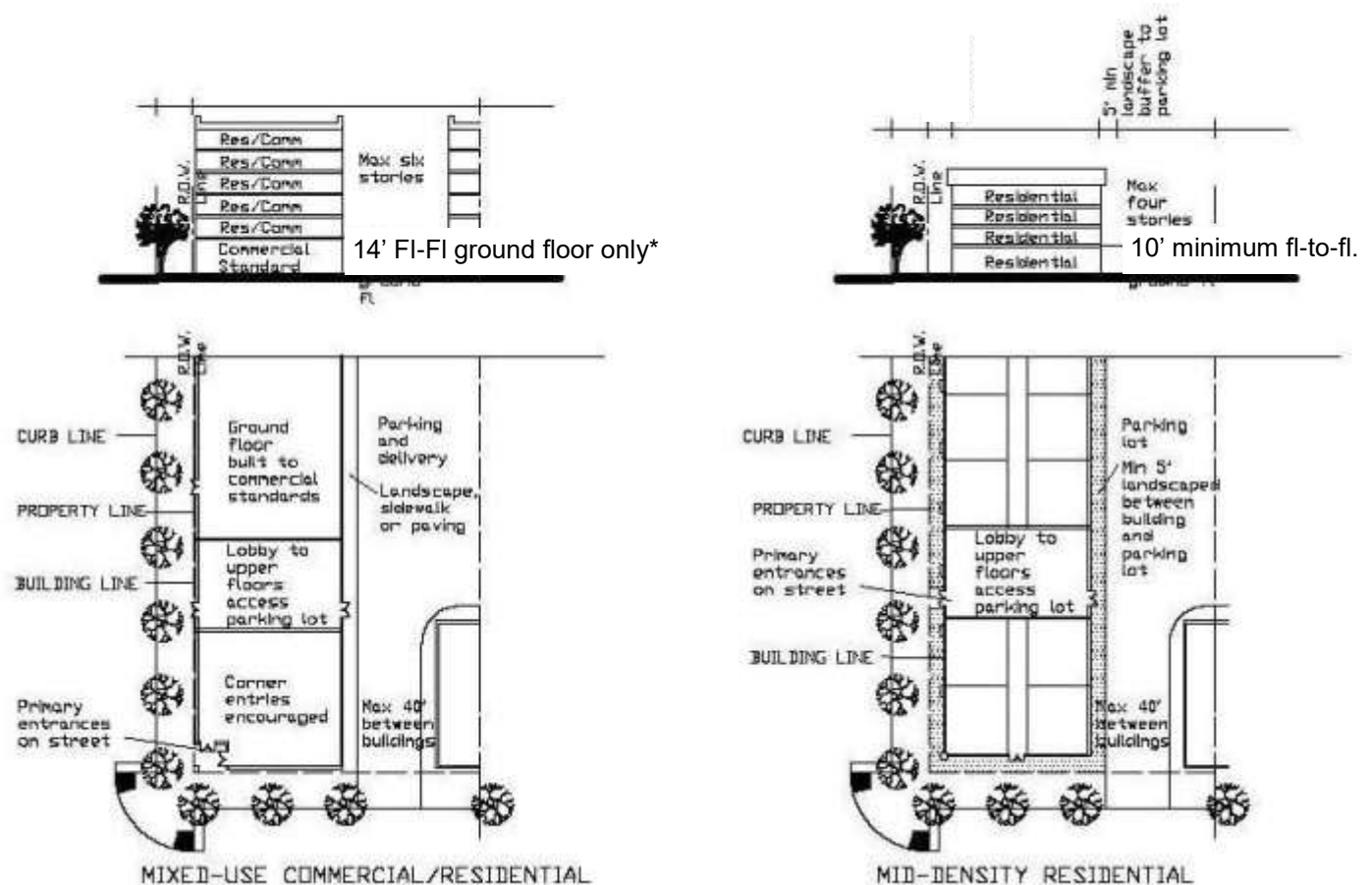
The water repelling surface covering the building



area below.

1. Material Specifications: For flat or low-slope roofs, white membrane roofing is recommended, but not required. For sloped roofs, asphalt shingles, slate or simulated slate, metal, metal shingle, clay tile or clay tile appearance, or concrete tile is acceptable.
2. Eaves: Surface of the soffit under the overhang is to be treated as finished surface. Trim is required at least at the intersection of the soffit and wall surfaces. Paint or other finish is required. Venting is to be incorporated into the design of the soffit surface.
3. Gutters and downspouts: If they are to be visible on the 'A' Façade, they must be incorporated into the façade design.

FIGURE 7.6 COMMERCIAL LOT STANDARDS



* 14 feet floor-to-floor includes the floor structure such as beams and trusses.

1. MIXED USE COMMERCIAL/RESIDENTIAL

Buildings designed to accommodate retail or office occupancies on the ground floor shall comply with the Commercial Building Standards. The primary façade wall of the building shall be placed within 5' of the frontage property line unless a setback is used as a public plaza (See Parks and Open Spaces). In Subzone MUTEN, the primary façade wall shall be placed within 8' of the frontage property line.

2. MID-DENSITY RESIDENTIAL

Buildings designed to accommodate multifamily residential occupancies on the ground floor shall comply with the Non-Commercial Building Standards. The primary façade wall of the building shall be placed between 5' and 8' from the frontage property line unless a setback is used as a public plaza (See Parks and Open Spaces).

FIGURE 7.7: RESIDENTIAL LOT STANDARDS

See the Development Standards in Table 2.2 and in Section 3

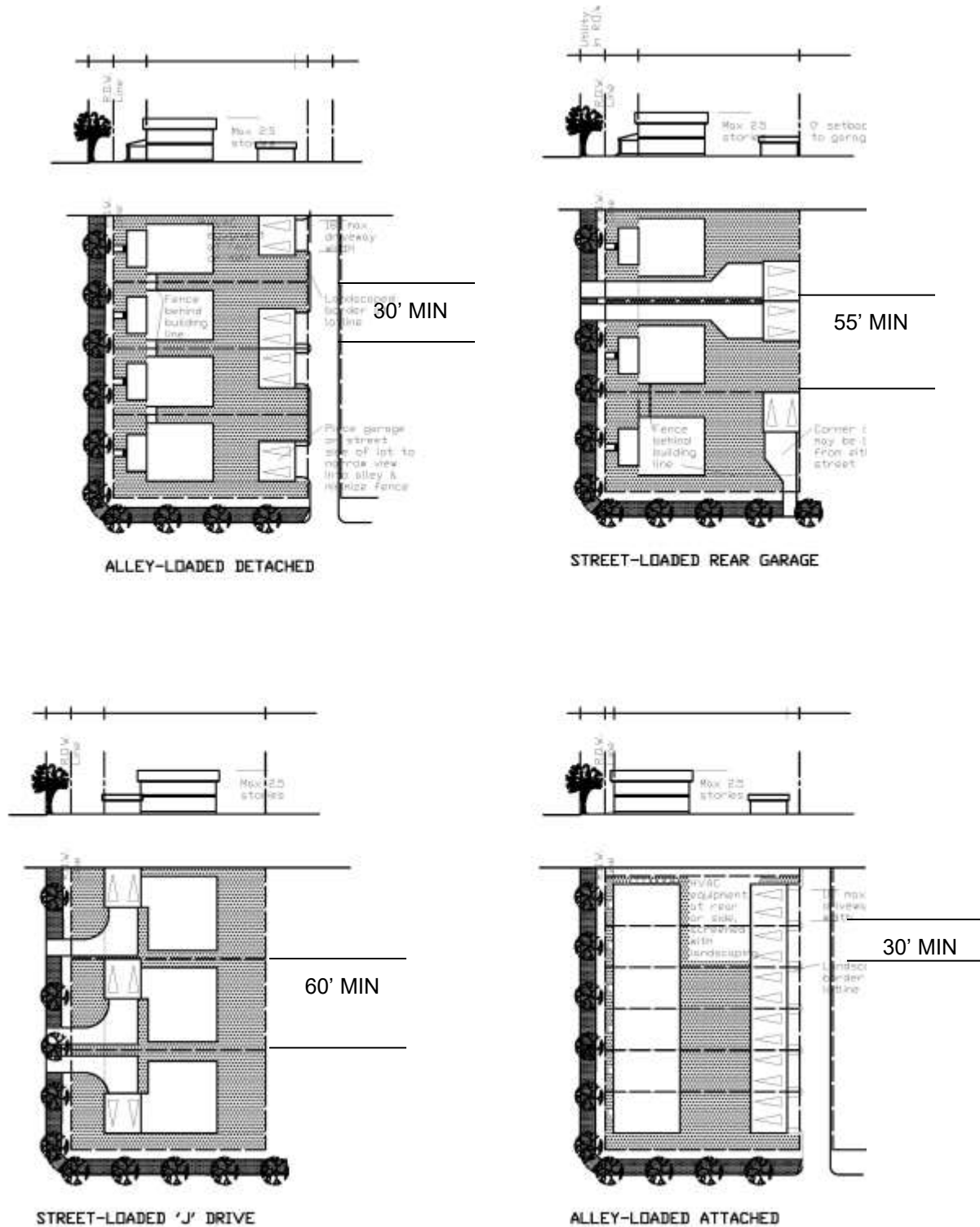
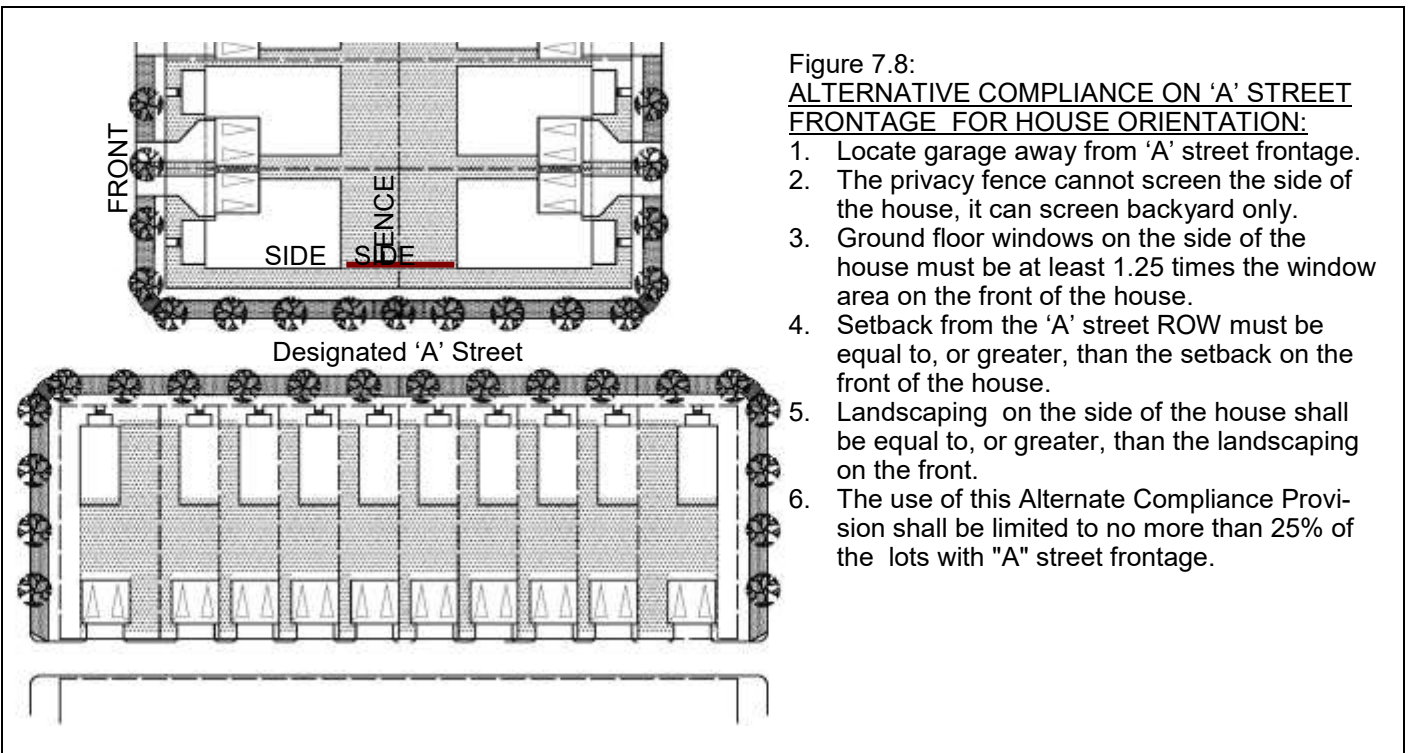
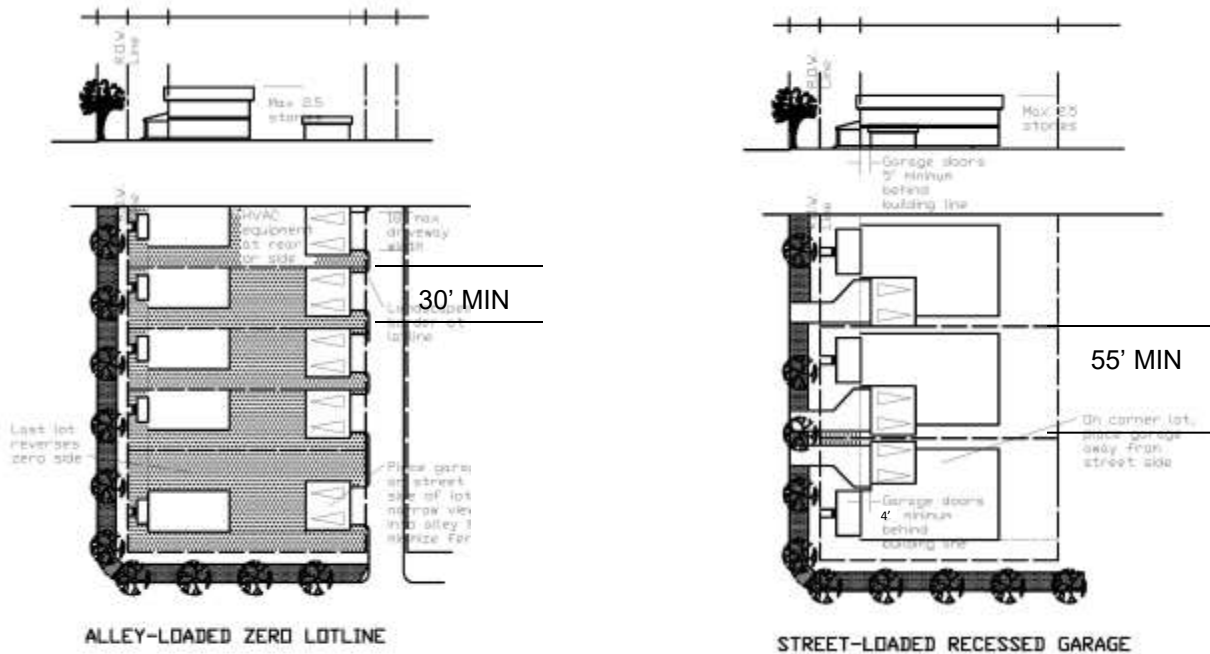


FIGURE 7.7: RESIDENTIAL LOT STANDARDS

See the Development Standards in Table 2.2 and in Section 3



**SINGLE FAMILY DETACHED RESIDENTIAL LOT STANDARDS
FOR LOTS 50' WIDE AND LARGER**

1. **Zones Permitted:** MU-NG
2. **Architecture**
 - a. All single family residential structures are encouraged to provide an architectural style which is appropriate to the site, the Lakeside DFW project, and the town of Flower Mound.
3. **Materials—Permitted and Prohibited:**
 - a. Materials for structures will be in compliance with Flower Mound Development Standards.
 - b. Minimum exterior façade—80 percent masonry façade.
4. **Building and accessory structures location on lot:**
 - a. Primary Building Structure must comply with Setback requirements.
 - b. Garage doors accessible from the street shall be constructed of decorative wood (“Carriage Door” Style) or stained simulated wood composite material
5. **Required Features:**
 - a. Architectural grade asphalt shingles, or better.
 - b. Wood or stained fiberglass simulated wood grain front door.
 - c. No façade may be repeated within any 5 adjacent lots or across the street from those lots.
 - d. Concealed HVAC units, trash storage, and utility meters.
 - e. Window openings and panes shall be vertically proportioned or square.
 - f. Flush mounted windows are prohibited.
 - g. If shutters are used, shutters shall be approximately one-half the width of, and the same height of the associated opening. All shutters shall be louvered, paneled, or constructed of boards as appropriate to the style of the building. Shutters do not need to be operable.
 - h. Gutters shall be copper, galvanized steel, aluminum or painted if exposed.
 - i. If chimneys are located on a street-facing wall, they shall extend to the ground.
 - j. If a porch is used, the porch column base shall not protrude beyond the bottom edge of the porch flooring.

**SINGLE FAMILY DETACHED RESIDENTIAL LOT STANDARDS
FOR LOTS 30' TO 55' WIDE**

1. **Zones Permitted:** MU-NG
2. **Base Standards:** The standards that apply to the larger lots also apply to the 30' to 55' lots.
3. **Block Consistency:** All facades within one block face shall be constructed of the same wall and roofing materials.
4. **Facade Height:** Front wall must be two stories for at least 75% of the frontage.
5. **Facade Articulation:** Façade must have articulated features, such as balconies, window trim, changes in the wall plane, porticos, stoops, or other architectural features to enhance the façade and differentiate it from neighboring facades.
6. **All units connected:** The gate to access the side yard must be located in approximately the same plane as the front wall and must have either wing walls to match the building façade or a full height gate with lintel or arch over the gate.
7. **Side Street Enclosure:** The maximum distance between the lot corner of the end unit of the block and the far side of the parking aisle shall be 50'.

Figure 7.9: Transition between Subzones

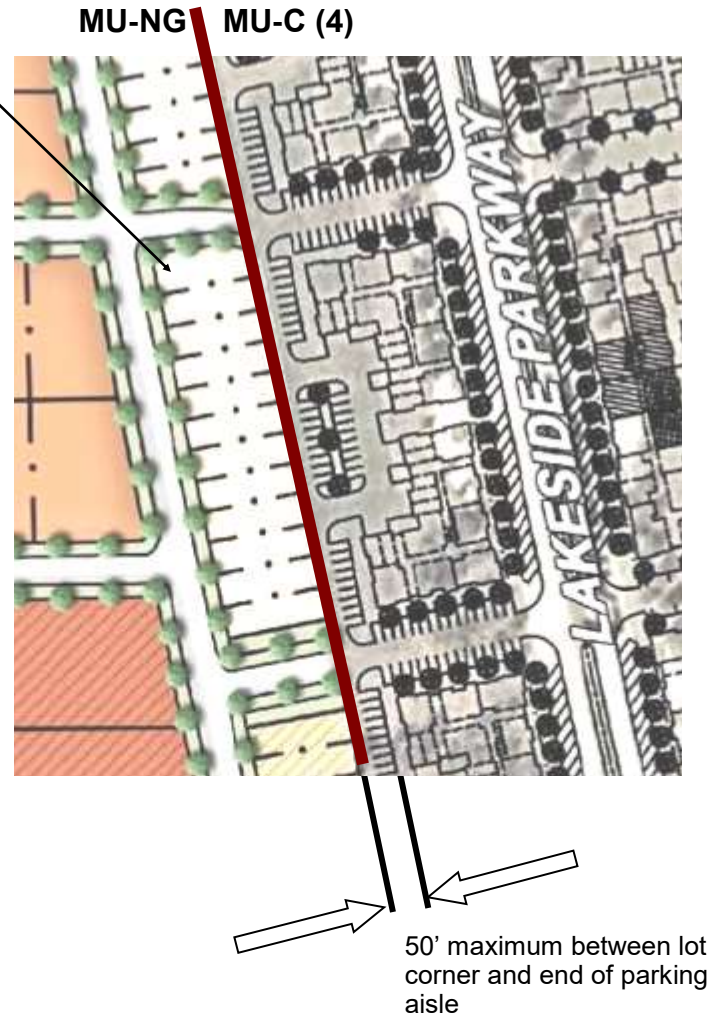
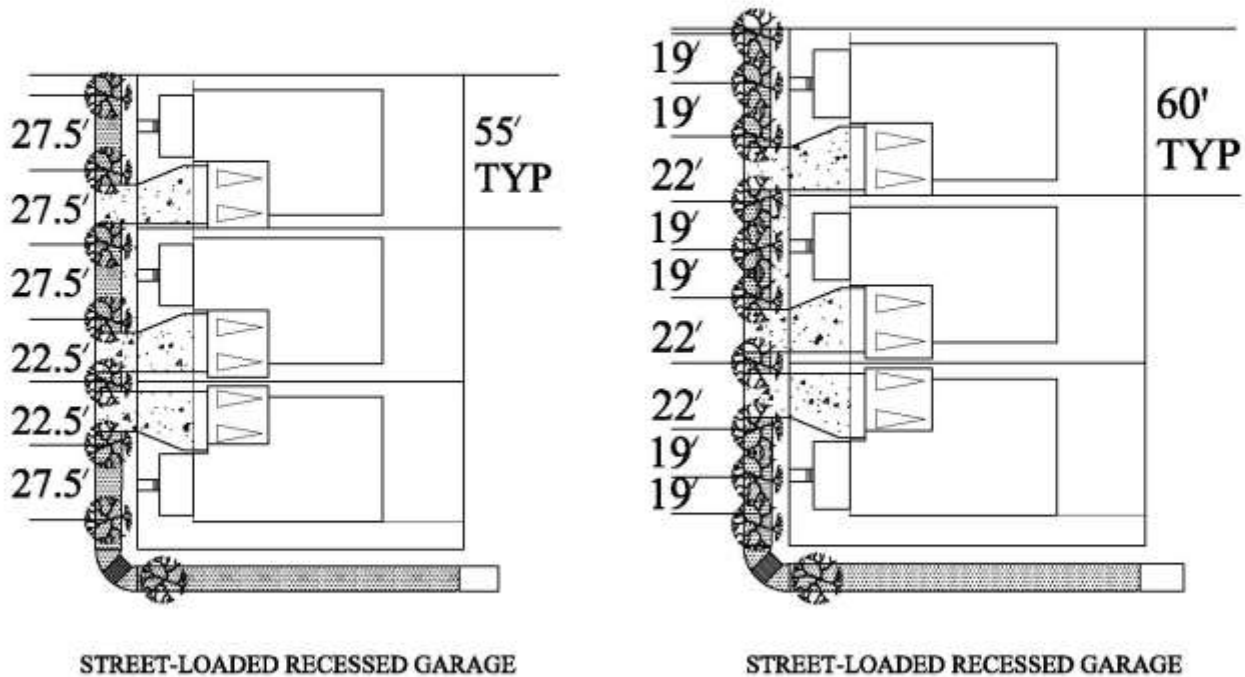


FIGURE 7.10: Requirements for front-loaded lots.



Front-loaded lots are lots whose garages are accessed from the street rather than from an alley. These lots must comply with the following criteria.

1. Lots greater than 60 feet in width at the building line must have at least three living street trees in parkway frontage of the lot. At developer's option, 5 trees of minimum 4 inch caliper may be planted over two adjacent lots. The spacing of the trees shall be approximately as shown in figure 7.9, but may be reasonably adjusted to allow for more uniform spacing of trees, utilities lines, meters, obstructions, drainage, and other practical considerations.
2. Lots greater than 55 feet in width, but less than 60' in width, must have at least two living street trees in parkway frontage of the lot. The spacing of the trees shall be approximately as shown in figure 7.9, but may be reasonably adjusted to allow for more uniform spacing of trees, utilities lines, meters, obstructions, drainage, and other practical considerations.
3. A maximum of 30 front-loaded lots, between 55' and 60' in width are permitted under this Development Code.
4. Lots less than 55 feet in width, must be served by an alley and not use driveways located in the front of the lots. Street trees will be located in accordance with the requirements of Table 3.2.
5. At least 7 of the front loaded 55 foot lots shall be constructed with alleys behind the lots.
6. The driveway width must be no greater than 15 feet in width at the sidewalk..
7. On lots less than 60' in width, garages shall not comprise more than 50% of the front façade.
8. Garage must be set back from the building line 5' farther than the front wall of the house.
9. Front facing garage doors shall have individual stall doors divided with a masonry column.
10. Garage doors on all front loaded lots shall be treated with at least two of the following architectural elements. Garage doors greater than 15' from the front building setback line are exempt from this rule.
 - a. Embossed panel doors or wood facing
 - b. Decorative brick or arch over doors
 - c. Multiple coach lamps
 - d. Decorative door hardware and straps
 - e. Garage doors recessed at least 12 inches from the face plane of the garage
 - f. Driveway finish upgraded to one of the following: stamped concrete, concrete pavers, pebble finish concrete, salt finish concrete.

SIGNAGE STANDARDS

SECTION 8: SIGNAGE

- A. Chapter 86 of the Code of Ordinances. Signage in Lakeside DFW shall comply with Chapter 86 of the Code of Ordinances, as in effect on the date of this Ordinance, except as amended, modified or excluded below.
- B. For new signs, the standards in Table 8.1 shall apply to SUBZONE MU-TNG and sign permits shall be approved administratively by the Town of Flower Mound Building Official unless specifically noted in this section.
- C. For new signs in Subzones MU-C(1), MU-C(2), MU-C(3), MU-C(4), MU-N(1), MU-N(2), MU-TMR(1), MU-TMR(2), MU-TMR(3), MU-TEN, Section 8.D shall apply.

TABLE 8.1	MU-MR	MU-C	MU-TNG	MU-N	MU-EN	STANDARD
Wall (Building) Signs	P	P	NP	NP	P	- For all ground floor commercial uses (retail, office, and restaurant): One sign per tenant space; area to be calculated at 1.5 sq. feet per linear foot of public street frontage for the tenant space with a maximum of 100 sq. ft per tenant on each street frontage that tenant has frontage. - Second and upper floor commercial uses may also be permitted one second floor wall sign per tenant space per public street frontage; area to be calculated at 1.5 sq. feet per linear foot of second or upper floor frontage along that public street with a maximum of 100 sq. feet. - Live-Work: One sign limited to an area of 10 sq. feet maximum, and a maximum height of 2 feet - Home occupations in residential buildings: One sign limited to an area of 5 sq. feet maximum and maximum height of 16 inches - Building sign may encroach a maximum of 12" on to a sidewalk while maintaining a vertical clearance of 7 feet from the finished sidewalk. - Building signs may be internally or externally lit. - Marquee signs permitted only as specified below.
Monument Signs	P	P	NP	P	P	- One monument sign per lot per lot street frontage (no more than 2 per lot separated by at least 100 feet) limited to a maximum of 50 sq. feet per sign face and 6 feet in height. - Signs must be illuminated from ground mounted lighting. - Permitted only along FM 2499, Lakeside Parkway, and Slip Road Frontages, and on open space as shown on Figure 5.1 (except park #9). *Monument sign within the open space area as shown on Figure 5.1 (except Park #9) shall be allowed for the purpose of open space identification and/or advertising an event or activity within a programmable open space. Monument signs may be back lit or illuminated from a ground mounted light source.
Window Signs	P	P	NP	P	P	- Limited to 25% of the storefront glass area. <u>The following shall be exempt from this limitation:</u> - Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs; - Artwork that is not used as advertising - Directory or wayfinding signage
Building Blade Signs	P	P	NP	P	P	- One per building (commercial and mixed use buildings only). - Area = 30 sq. feet maximum per sign face. - May encroach a maximum of 6 feet over a sidewalk, but shall not encroach over any parking or travel lane. - Building blade signs may be attached to the building at the corners of building or along any street facing façade above the first floor facade.

TABLE 8.1	MU-MR	MU-C	MU-TNG	MU-N	MU-EN	STANDARD
Tenant Blade Signs	P	P	NP	P	P	- One per commercial tenant space (retail, office, or restaurant use). - Area = 20 sq. feet maximum per sign face. - May encroach a maximum of 4 feet over a public sidewalk, but shall not encroach over any parking or travel lane. Tenant blade signs shall be oriented perpendicular to the building façade and hung under the soffit of an arcade or under a canopy/awning or attached to the building façade immediately over the ground floor tenant space while maintaining a vertical clearance of 7 feet from the finished sidewalk.
Marquee Signs	P	P	NP	NP	P	- Permitted for theatres, auditoriums, and other public gathering venues of 100 persons or more. - Marquee signs shall be attached to the building or located above or below a canopy only. - Area = 150 sq. feet maximum, per face. - Message board may be changeable copy (electronic and non-electronic). Electronic message boards shall be non-flashing.
For sale/for lease signs	P	P	NP	P	P	- Size is limited to 32 sq. feet per sign face. - All other standards are the same as Town of Flower Mound Sign Regulations.
Address signs	P	P	P	P	P	Same as Town of Flower Mound Sign Regulations.
Temporary construction signs	P	P	P	P	P	1 free standing sign per lot during construction only; limited to 32 sq. feet.
Banners	P	P	P	P	P	Same as Town of Flower Mound Sign Regulations.
Sandwich board signs	P	P	NP	P	P	- Permitted only for retail, service, or restaurant uses. - Limited to 15 sq. feet per sign face per storefront. - Sign may not exceed 5 feet in height. - A minimum of 6 feet of sidewalk shall remain clear. - Chalkboards may be used for daily changing of messages. - Reader boards (electronic and non-electronic) shall be prohibited. - Sign shall be removed every day after the business is closed.
Light Pole Banners	P	P	P	P	P	- Permitted only with approval of the City. - Max. 15 sq. feet per sign face. - Limited to one per light pole. - Light pole banners shall be limited to publicize community-wide events, holiday celebrations, public art, and other city sponsored events.
Directory signs	P	P	NP	P	P	- Shall be allowed for all multi-tenant commercial and mixed use buildings. - One directory sign per each multi-tenant building entrance limited to 20 sq. feet in area. - Design of the sign shall be integral to the façade on which the sign is to be affixed.

TABLE 8.1	MU-MR	MU-C	MU-TNG	MU-N	MU-EN	STANDARD
Pole signs	NP	NP	NP	NP	NP	May only be permitted as part of a Master Sign Plan.
LED Signs	NP	NP	NP	NP	NP	Shall be covered by a lens or diffuser. May only be permitted where electronic message boards are permitted. Or, may only be permitted as part of a Master Sign Plan.
Off-premise signs	NP	NP	NP	NP	NP	Signs advertising businesses within the Lakeside DFW mixed use zone shall be considered on-premise signage.

SECTION 8.D

This set of regulations replaces Section 8 of the Lakeside DFW Development Code with respect to the following subzones only: MU-C(1), MU-C(2), MU-C(4), MU-N(1), MU-N(2), MU-TMR(1), MU-TMR(2), MU-TMR(3), MU-TEN. Except for restaurants over 3500 square feet, each building tenant is limited to no more than four of the following sign types per tenant elevation: Wall Signs, Projecting Wall Signs, Business Blade Signs, Window Signs, or Awning Signs.

Sec. 86

Sec. 86.63

Directional signs may be placed by the Lakeside Owners Association in the public right-of-way mounted on the ground or on a light pole or street sign. An example of an approved directional sign in public right-of-way is attached on Exhibit A.

Sec. 86-67 · Ground Signs

(6) All ground signs shall be set back at least 5 feet from any public street right-of-way line.

(7) A maximum of two tenants may be identified per ground sign.

(8) Ground signs shall be located at least 75' apart and at least 10 feet from the property lines of any other lot.

(11) Ground signs may display any business located within Lakeside DFW even if the business is located on a different lot than the ground sign.

(15) An example of an approved ground sign for Lakeside DFW is attached on Exhibit B.

(16) There shall be no more than two ground signs on Lot 1, Block C, Lakeside DFW; no more than three ground signs on Lot 1, Block B, Lakeside DFW; no more than two ground signs on Lot 2, Block A, Moviehouse Addition; no more than one ground sign per street frontage on Lot 1, Block A Moviehouse Addition; and no more than three ground signs along the frontage of FM 2499 and no more than two ground signs along the frontage of Lakeside Parkway on Subzone MU-TMR (2); no more than 6 ground signs on Subzone MU-TMR (3) as indicated in Exhibit K, all other lots shall be lim-

ited in quantity per Chapter 86 of the Town of Flower Mound code.

Sec. 86-68 - Wall Signs

(a)(5) Tenants may have wall signs on each of their exterior elevations per the table in subsection 6. Each wall sign shall be measured separately for maximum width and height measurements for the signs on that particular elevation. The maximum width and height measurements of wall signs shall comply with Exhibit I.

(b)(4)(d) One Building Identification Sign shall be allowed per building per street frontage.

(b)(4)(g) Use of a Building Identification Sign shall not require a reduction of the permitted tenant signs.

(b)(6) Projecting Wall Sign

- A projecting business wall sign is mounted to the building perpendicular to the building and may project a maximum of 6 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have 10 feet of clearance above the sidewalk.
- May have a maximum height of 15 feet, maximum width of five feet.
- May be allowed in addition to any other permitted signs, with the exception of e. below.
- An example of an approved projecting business wall sign is shown on Exhibit C.
- May only be used on an exterior elevation in lieu of a surface wall sign, unless applicant is a restaurant containing 3,500 square feet or more, in which case, may be used in addition to a surface wall sign.

(b)(7) Projecting Building Identification Wall Signs

- A projecting building identification wall sign is mounted to the building perpendicular to the building and may project a maximum of 6 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have 10 feet of clearance above the sidewalk.
- The maximum sign height is 15 feet and the maximum area per side is 60 square feet.
- A projecting building identification wall sign would be in lieu of a building identification wall sign.
- An example of an approved projecting building identification sign is shown on attached Exhibit D.
- No more than one projecting building identification wall

sign shall be permitted per building.

(b)(8) Business Blade Signs

- a. In addition to other signage allowed per this section, Businesses may have one blade sign per exterior elevation not to exceed 15 square feet per sign. These signs are installed perpendicular to the building to show the name of the business to pedestrian traffic. Blade signs may project a maximum of 5 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have a minimum of 8 feet of clearance above the sidewalk.
- b. An example of an approved business blade sign is shown on attached Exhibit E.

(b)(9) Marquee Signs

- a. A marquee sign is a major sign affixed to a building, projecting from the building wall, identifying a building, a project, or a tenant, and serves as a landmark to the development.
- b. Permissible for movie theaters, auditoriums, entertainment clubs, any assembly venue of at least 100 persons, or the name of a development.
- c. May have a maximum height of 25 feet, maximum width of six feet.
- d. No more than four marquee signs may be allowed within Lakeside DFW and may only be permitted in the areas identified on Exhibit F.
- e. May project a maximum of 7 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have a minimum of 10 feet of clearance above the sidewalk.
- f. Message boards on a marquee sign for the movie theater only may contain a changeable message, both electronic and changeable panel.
- g. An example of an approved marquee sign is shown on the attached Exhibit G.
- h. May not advertise more than one of the permissible uses outlined in b. above on each sign.

(b)(10) Entrance Marquee Sign

- a. One of the four marquee signs authorized pursuant to paragraph (b)(9), hereof, may be an entrance marquee sign
- b. The entrance marquee sign shall comply with the all regulations set forth in paragraph (b)(9) pertaining to marquee signs; provided, however, that the entrance monument sign may have a maximum height of 30 feet.

Sec. 86-69 - Window Signs

Window signs shall be limited to a maximum of 25 percent of window area.

Sec. 86-70 -Awning or canopy signs

Awning or canopy signs may be used in addition to other signs permitted by Chapter 86, subject to the following:

(2) Business logos/text are permitted to be applied to the

sloped portion or front valance of the canopies/awnings and may appear on more than one awning.

(9) The total sign area for an awning or canopy sign shall not exceed the maximum allowance as outlined in section 86-68. The area of awning or canopy signs will not be deducted from the area allowed for other permitted signs.

(11) Any typeface for awning or canopy signs shall be allowed.

(12) Permits for awning signage will be issued as one sign permit per business, whether they are applying for signage on one or multiple awnings.

Sec. 86-73 • Temporary commercial signs

(8) Coming Soon or now open signs.

a. One sign shall be permitted per building elevation for each business. If the business has 30' or more of lineal building elevation, then two signs shall be permitted on that elevation.

g. Such sign(s) shall be allowed for a maximum period of 60 days, after which it must be removed.

i. Permits for coming soon and/or now open signs, respectively, will be issued as one sign permit per business, whether they are applying for one or multiple signs.

(14) Sandwich board/ A frame signs

Sandwich board signs shall be permitted for retail uses. No permit is required, but the signs must comply with the following:

- a. The maximum size for a sandwich board sign shall be three and one-half feet (3.5') in height by two and one-half feet (2.5') in width.
- b. A sandwich board sign shall be located near the entrance to business that it advertises and must not impede pedestrian traffic.
- c. Sandwich board signs must be professionally made, be constructed of durable materials and be sufficiently weighted to prevent movement by wind or other elements.
- d. Sandwich board signs cannot be permanently attached to any object or the ground.
- e. All sandwich board signs must be moved indoors during times of heavy rain or high winds and after business hours.
- f. A sandwich board sign must be uncluttered, with a minimum of text. Logos and graphics are encouraged.
- g. An example of an approved sandwich board/ A-frame sign is attached on Exhibit H.

* Illuminated signs on construction cranes located within MU-TEN and MU-C(3) subzones complying with EXHIBIT J shall be allowed.

Exhibit A

Example of an Approved Directional Sign in Public Right-of-Way



Exhibit B

Example of an Approved Ground Sign



Exhibit D

Example of an Approved Projecting Building Identification Sign

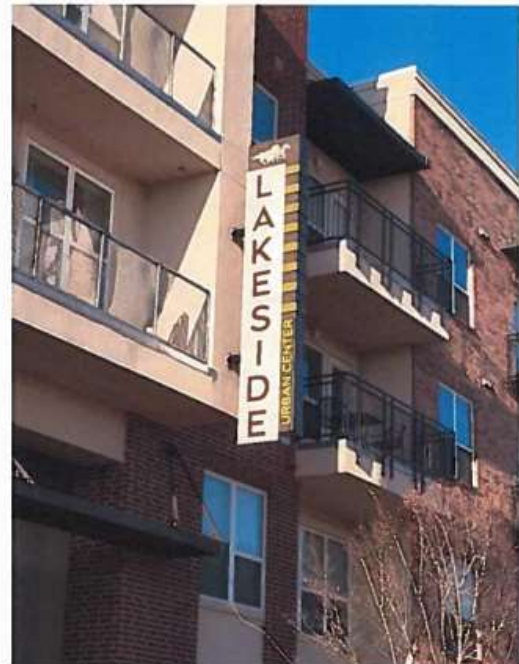


Exhibit C

Example of an Approved Projecting Business Wall Sign



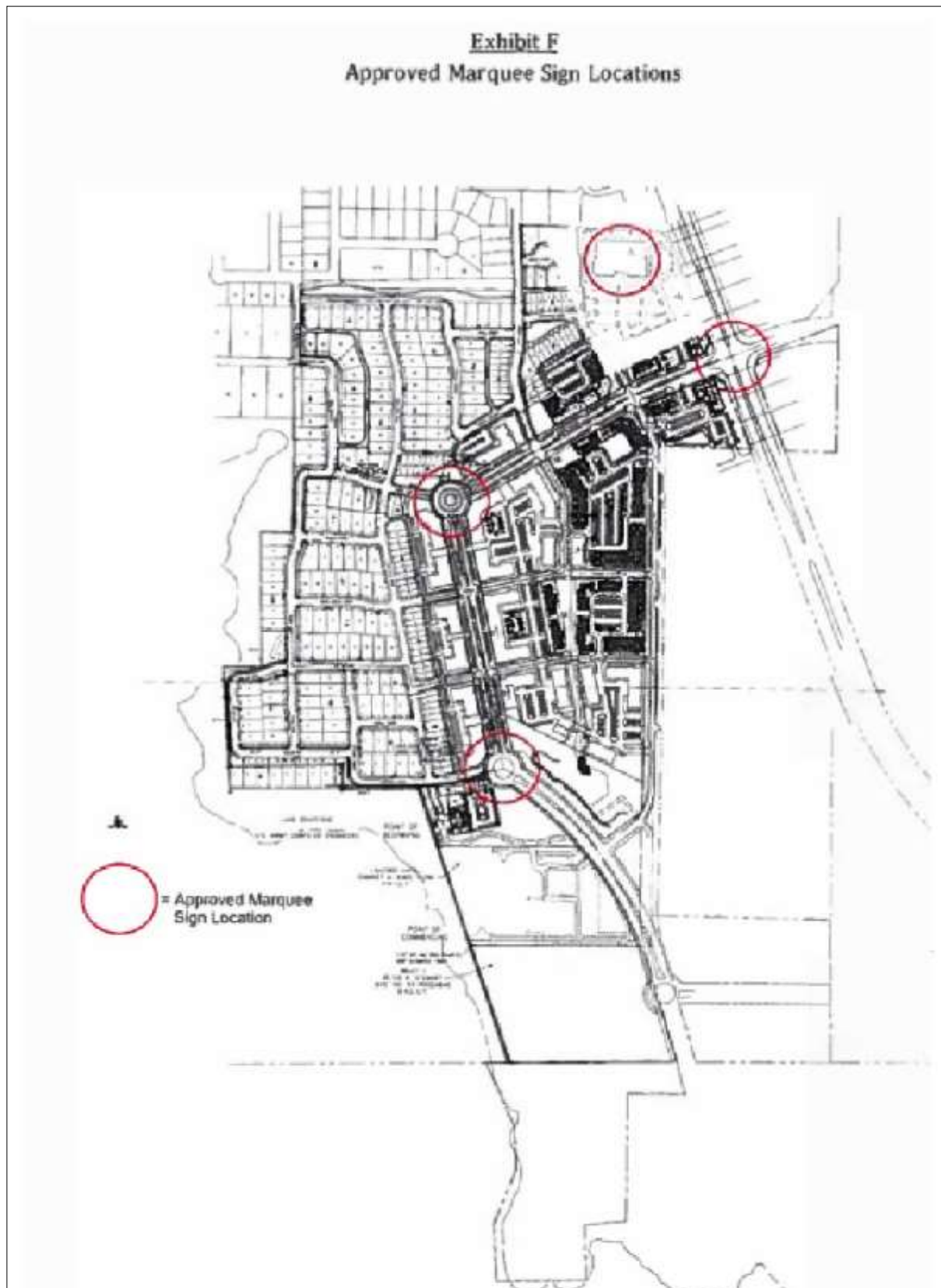


Exhibit E
Example of an Approved Business Blade Sign



Exhibit H
Example of an Approved Sandwich Board/ A-Frame Sign



Exhibit G
Example of an Approved Marquee Sign

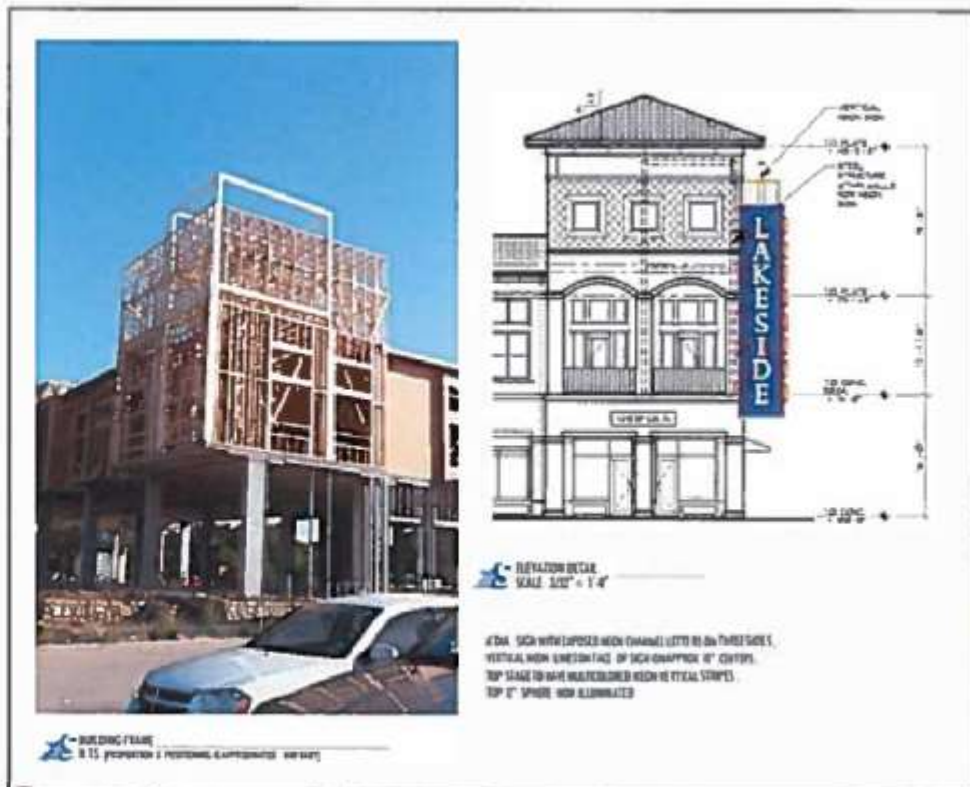


EXHIBIT I: WALL SIGN
Proposed Configuration



EXHIBIT J: ILLUMINATED SIGN ON CONSTRUCTION CRANE

Not to exceed
100 square feet

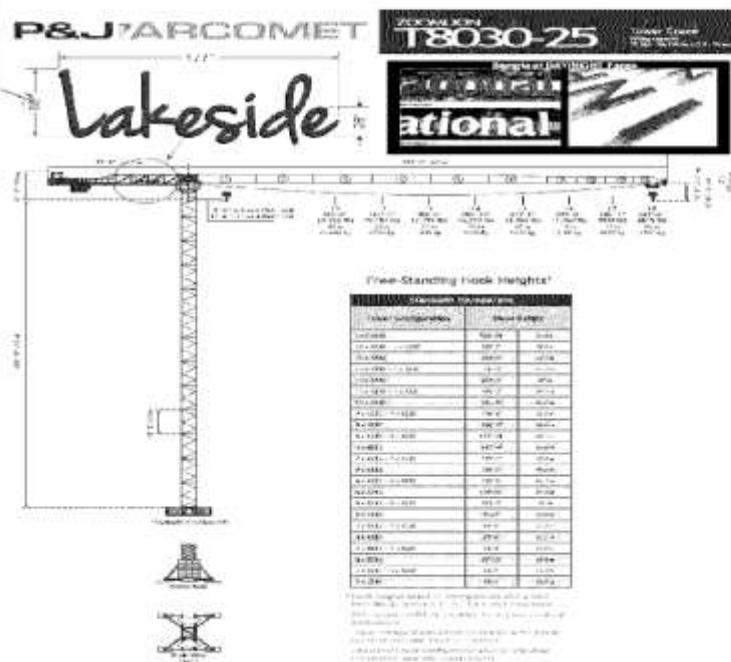


EXHIBIT K
MONUMENT SIGNS IN SUBZONE MU-TMR(3)



*Figure 3.9.6 Monument Signage for Subzones MU-TMR(3) and MU-N(2)
Sign Setbacks shall comply with Section 8.D.*

APPENDIX



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

DATE: October 6, 2025
FROM: Maxine Musuqua, Economic Development Specialist
ITEM: **Public Hearing to consider approval of a Chapter 380 Agreement with FM 2499 Retail Venture, LP for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.**

BACKGROUND: The subject request relates to the proposed Chapter 380 Agreement between the Town of Flower Mound and FM 2499 Retail Venture, LP, to support the development of the Lakeside East mixed-use project. The project will include a hotel, restaurants, retail centers, town homes, and parking lots, all aimed at boosting local economic growth. Under the agreement, the Town will provide incentives such as grants tied to property, sales, and hotel occupancy taxes, as well as waivers of certain construction-related fees.

The proposed Chapter 380 Agreement requires FM 2499 Retail Venture, LP to meet specific obligations on the overall project, including following construction timelines, complying with Town regulations, and reaching a minimum property value of \$12.5 million.

In order to receive incentives specifically related to the hotel, the company must keep the hotel in continuous operation and employ the required number of staff (30) after receiving a Certificate of Occupancy.

If these commitments are not met, the agreement allows for penalties or termination. Overall, the proposed agreement is designed to encourage new investment and development while holding the company accountable to its obligations. All the incentives are performance-based.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: Real and business personal property grants (7-year period), estimated annually at \$127,000-\$151,000, dependent on annual property value, 100% Impact Fee Grant estimated at \$217,970 annual (5-year period), Permit Fee Grant of \$94,520 and HOT annual estimate of \$137,970-\$181,271 (7-year period) dependent on ARR and Hotel Occupancy, Sales Tax annual average \$237,00-\$266,900 (7-year period).

Proposed Expenditure/(Revenue)	Account Number(s):
Real and Business Personal Property (\$127,000 annually) \$978,030	100-600-81000-5320
HOT Grant (\$137,970 annually) \$1,149,409	380-600-86500-5320
Sales Tax Rebate (\$237,000 annually) \$1,761,925	100-600-81000-5320
Impact Fee Grant (\$217,970 annually) \$1,089,850	100-600-57000-5320
Building Permit Fee Rebate \$94,520 estimate	100-600-57000-5320

Total: \$5,073,735

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

ATTACHMENTS:

1. FM 2499 Retail Venture LP Chapter 380 Agreement - 09.29.2025 FINAL

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

**CHAPTER 380 AGREEMENT
BETWEEN THE TOWN OF FLOWER MOUND
AND
FM 2499 RETAIL VENTURE, LP**

This Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the Town of Flower Mound, Texas (“**Town**”), and FM 2499 Retail Venture, LP, a Texas partnership (“**Company**”), for the purposes and considerations stated below. Town and Company may sometimes hereafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Company intends to construct a mixed-use development consisting of hotel, restaurant, retail shopping, and office uses on property within the Town; and

WHEREAS, the Town seeks to incentivize the development; and

WHEREAS, the Town possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the Town; and

WHEREAS, the Town has determined that the incentives set forth in this Agreement will serve the public purpose of promoting local economic development, will diversify the economy of the state and the Town, will assist in eliminating unemployment and underemployment in the state and the Town, and will enhance business and commercial activity within the Town; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the state, by assist in the elimination of unemployment or underemployment in the state, and by the development or expansion of commerce within the state.

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

**ARTICLE 1
DEFINITIONS**

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

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

“Affiliate” means an entity owned or controlled by Realty Capital Management, LLC, which is the manager of Company, or an entity owned or controlled by Jimmy Archie, who is an owner and controlling Principal of Realty Capital Management, LLC..

“Building Final” means the approval of the final inspection issued by the Town certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish out for a specific tenant.

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

“CO Date” means the latter of (i) the date when the Hotel has received a Certificate of Occupancy, and (ii) the date when the first Retail Center has received a Building Final.

“Company Records” has the meaning as described in Section 3.9.

“Completion of Construction” means that the Town has issued a Certificate of Occupancy for the Hotel.

“Development” means the development to be known as Lakeside East, consisting of the Hotel, Restaurants, Retail, townhomes, and surface parking, as shown on Exhibit A, as well as the infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed in conjunction with the Development, to be constructed on Lot 2, Block A of the Crosby Addition to the Town of Flower Mound.

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

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

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

“Force Majeure” means the occurrence of an event by which either party is prevented or hindered from timely satisfying any provisions set forth herein because of a shortage of or inability to obtain materials or equipment, strikes or other labor difficulties, governmental restrictions, acts of God, casualties or any other cause beyond such party’s reasonable control, in which event such party shall be permitted an extension of time of performance by the number of days during which such performance was prevented or hindered.

“FTE” means any employee on a thirty-five (35) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least thirty-five (35) hours per week.

“Grants” shall collectively mean the TPP Grants, Real Property Grants, Sales Tax Grants, HOT Grants, and New Development Grants.

“Hotel” means an approximately 72,000 square foot 5-story hotel, consisting of approximately 125 rooms and approximately 1,500 square feet of meeting and fitness space to be built on the Hotel Property by Company.

“Hotel Property” means the property on which the Hotel will be constructed by Company, such property being more particularly described and shown on Exhibit B.

“Hotel Property Grant Year Taxes” means the ad valorem taxes assessed by the Town against the Hotel Property and collected and received by the Town for the applicable Tax Year which are attributable to the Hotel. The term excludes taxes which are attributable to the land value of the Hotel Property as of the date of this Agreement, and revenue attributable to minerals, including, but not limited to oil and gas.

“Hotel TPP Tax” means the ad valorem taxes assessed by Town against the Tangible Personal Property located at the Hotel Property and collected by Town for the applicable Tax Year.

“HOT Grants” means the grants described in Section 4.3.

“HOT Revenue” means the amounts collected and received by the Town as a result of the hotel occupancy taxes imposed by the Town pursuant to Chapter 351 of the Texas Tax Code, as amended, attributable to the Hotel.

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

“Improvements” means the Hotel, Restaurants, and Retail Centers, as shown on Exhibit A, and the infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed in conjunction with the Improvements.

“New Development Grants” means five (5) annual grants from the Town to Company, in an estimated amount equal to the aggregate of \$1,089,850, each individual grant being referred to as a “New Development Grant” and in the estimated amount of \$217,970, as set forth in Section 4.5.

“Opening Date” means the first day a person pays for the use or possession of or for the right to the use or possession of a room or space at the Hotel.

“Payment Request” means a written request from Company to the Town for payment of the TPP Grants, Real Property Grants, Sales Tax Grants, New Development Grants, and HOT Grants, as the case may be, which request shall be accompanied by evidence reasonably

satisfactory to the Town to establish that Company is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Property” means the Hotel Property, the Restaurant Property, and the Retail Center Property.

“Qualified Expenditure” means an expenditure which (i) promotes tourism and the convention and hotel industry, and (ii) is authorized by Section 351.101 of the Texas Tax Code, as amended, and Section 62.107 of the Town’s code of ordinances, as amended.

“Real Property Grants” shall mean the grants described in Section 4.1.

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

“Restaurants” means up to five (5) sit-down, non-drive through restaurants to be constructed by Company on the Restaurant Property, each restaurant to be referred to individually as a “Restaurant,” as shown on Exhibit B.

“Restaurant Property” means the property on which Company will build up to five (5) Restaurants, such property being more particularly described as shown on Exhibit B.

“Restaurant Property Grant Year Taxes” means the ad valorem taxes assessed by the Town against the Restaurant Property and collected by the Town for the applicable Tax Year which are attributable to the construction of the Restaurants. The term excludes taxes which are attributable to the land value of the Restaurant Property as of the date of this Agreement, and revenue attributable to minerals, including, but not limited to oil and gas.

“Restaurant TPP Tax” means the ad valorem taxes assessed by the Town against the Tangible Personal Property located at the Restaurant Property and collected by the Town for the applicable Tax Year.

“Retail Centers” means two (2) retail strip centers totaling approximately 15,000 square feet combined, as shown on Exhibit B.

“Retail Center Property” means that land within the Development upon which the Retail Centers are constructed.

“Retail Center Property Grant Year Taxes” means the ad valorem taxes assessed by the Town against the Retail Center Property and collected by the Town for the applicable Tax Year which are attributable to the construction of the Retail Centers. The term excludes taxes which are attributable to the land value of the Retail Center Property as of the date of this Agreement, and revenue attributable to minerals, including, but not limited to oil and gas.

“Retail Center TPP Tax” means the ad valorem taxes assessed by the Town against the Tangible Personal Property located at the Retail Center Property and collected by the Town for the applicable Tax Year.

“Sales Tax Grants” means the grants as described in Section 4.4.

“Sales Tax Report” has the meaning as set forth in Section 3.8.

“Sales and Use Tax Revenues” means the Town’s unencumbered municipal sales and use tax, currently at the rate of one percent (1.0%) pursuant to Chapter 321 of the Texas Tax Code, as amended, provided should the legislature or the voters of the Town act to reduce the current one percent (1%) sales tax rate, the Sales and Use Tax Revenues shall mean the new reduced rate, and should the voters of the Town or the legislature act to increase the current one percent (1%) sales and use tax rate, the Sales and Use Tax Revenues shall mean one percent (1%) of the sales and use tax. .

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Tangible Personal Property owned by Company and added to the Hotel Property, Restaurant Property, and Retail Property, as the case may be, after the Effective Date of this Agreement. Tangible Personal Property does not include inventory, supplies, Freeport Goods or Goods in Transit.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” shall mean the appraised value as certified by the Denton County Appraisal District, or its successor, for a given year.

“Term” means the term as defined in Section 2.2.

“TPP Grants” shall mean the grants described in Section 4.2.

ARTICLE 2 PROGRAM AND TERM

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

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

ARTICLE 3 COMPANY OBLIGATIONS

The obligation of the Town to pay the Grants shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the conditions set forth in this Article 3:

3.1 Construction Requirements. Subject to causes or events of Force Majeure, Company must (i) submit a site plan for the Hotel and Retail Centers to the Town in accordance with all Town ordinances within twenty-four (24) months ; (ii) obtain site plan approval for the Hotel and Retail Centers from the Town no later than thirty-six (36) months; and (iii) receive all necessary building permits for the Hotel and Retail no later than forty-eight (48) months. Notwithstanding any causes or events of Force Majeure, Company must achieve Completion of Construction no later than four (4) years from the Effective Date. Subject to causes or events of Force Majeure. Developer has the right to request an extension from the Town Council for events outside of their control.

3.2 Taxable Value. Upon the first January 1st to occur after Completion of Construction, the Development must have a minimum Taxable Value of Twelve Million Five Hundred Thousand and No/100 Dollars (\$12,500,000.00).

3.3 Compliance with Laws. Company agrees to construct the Development in accordance with all applicable federal, state, and local laws, codes, and regulations (or valid waiver thereof).

3.4 Hotel Operation. Company agrees that from the Opening Date and throughout the Term of this Agreement, (i) the Hotel must be continuously operated (subject, however, to any temporary cessations due to causes or events of Force Majeure or due to Hotel remodeling, renovation or casualty/condemnation repairs and replacements), (ii) the Hotel shall not be used for any purpose other than as a hotel or for residential purposes and related amenities, open to the public and serving visitors, the adjacent business community, and the citizens of the Town, and (iii) at least thirty (30) FTEs will be employed at the Hotel.

3.5 Residential Lots. The residential portion may be divided into individual lots or developed as condominiums, provided, if the residential portion of the property is developed with condominiums, the condominiums declaration shall be filed with the county before the first building permit is issued.

3.6 Impositions. Company shall make timely payment of all Impositions during the Term of this Agreement.

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

3.8 Sales Tax Reports. Company will provide Town, on a monthly basis, a copy of the financial report it submits to the State Comptroller relating to the remission of Sales and Use Tax Revenues collected in the Town as a result of the operation of the Improvements ("**Sales Tax Report**"), provided the Town acknowledges that the Sales Tax Reports will not be available to

Company on components of the Development that have been sold or leased to third parties. Additionally, Company hereby grants consent for the State Comptroller's office to release the monthly reported figures along with any state audit adjustments to the Town. The Parties designate this Agreement as a revenue sharing agreement entitling the Town to request sales tax information from the Comptroller, pursuant to section 321.3022, Texas Tax Code, as amended. Company further agrees to provide the Town any other reasonable documentation in a form reasonably acceptable to the Town that establishes and proves amounts necessary for the Town to make the Sales Tax Grants as provided in this Agreement.

3.9 Audit. Company shall grant access to the Town, or such other persons or entities designated by the Town for the purposes of inspecting, at Company's office, during Company's normal business hours, paper and electronic records, books, documents, tangible accounting procedures, tangible practices or any other items related to Company's performance of this Agreement ("**Company Records**"), provided that the Town has provided five (5) business days prior notice, and the Town or its representatives shall not unduly disrupt Company's operations. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by the Town, or such other persons or entities designated by the Town in accordance with state and federal laws, regulations or directives applicable to Company's performance of this Agreement. The Town agrees, to the extent allowed by law, to maintain the confidentiality of the Company Records.

3.10 Regulations Regarding Building Products, Materials, or Methods. The parties find that the Development and the Property constitute an area of architectural importance and significance and the Town Council hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Company voluntarily consents that all buildings in the Development shall be built in compliance with the Town's codes and ordinances, and the Lakeside DFW Development Code, including provisions regulating building products, materials and methods. This Section 3.10 shall run with the land, shall bind the Company, and shall survive the termination or expiration of this Agreement.

ARTICLE 4 TOWN OBLIGATIONS

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

4.1 Real Property Grants.

(a) For a period of seven (7) consecutive years commencing on January 1 following the CO Date, the Town will provide an annual Real Property Grant to Company in an amount equal to fifty percent (50%) of the Hotel Property Grant Year Taxes. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Hotel Property Grant Year Taxes; and (ii) a Payment Request.

(b) For a period of seven (7) consecutive years commencing on January 1 following the date that each Restaurant on the Restaurant Property receives a Certificate of Occupancy, the Town will provide an annual Real Property Grant to Company, in an amount equal to fifty percent (50%) of the Restaurant Property Grant Year Taxes for such Restaurant. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Restaurant Property Grant Year Taxes for the applicable Restaurant; and (ii) a Payment Request.

(c) For a period of seven (7) consecutive years commencing on January 1 following the date each Retail Center receives a Certificate of Occupancy, the Town will provide an annual Real Property Grant to Company in amount equal to fifty percent (50%) of the Retail Center Property Grant Year Taxes. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Retail Property Grant Year Taxes; and (ii) a Payment Request.

4.2 TPP Grants.

(a) For a term of seven (7) consecutive years commencing on January 1 following the CO Date, the Town will provide an annual TPP Grant to Company in an amount equal to fifty percent (50%) of the Hotel TPP Tax. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Hotel TPP Tax; and (ii) a Payment Request.

(b) For a term of seven (7) consecutive years commencing on January 1 following the date that each Restaurant on the Restaurant Property receives a Certificate of Occupancy, the Town will provide an annual TPP Grant to Company in an amount equal to fifty percent (50%) of the Restaurant TPP Tax for such Restaurant. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Restaurant TPP Tax for the applicable Restaurant; and (ii) a Payment Request.

(c) For a term of seven (7) consecutive years commencing on January 1 following the date each Retail Center receives a Certificate of Occupancy, the Town will provide an annual TPP Grant to Company in an amount equal to fifty percent (50%) of the Retail Center TPP Tax. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Retail Center TPP Tax; and (ii) a Payment Request.

4.3 HOT Grants. The Town agrees to reimburse Company for Company's Qualified Expenditures as follows:

(a) Grants. The Town agrees to pay Company an amount equal to fifty percent (50%) of the HOT Revenue collected and remitted to the Town from the Hotel each calendar quarter during a period beginning on the Opening Date and continuing thereafter for seven (7) years.

(b) Annual Plan and Budget.

(i) Plan and Grant Year. On an annual basis, Company shall prepare and submit to the Town a proposed annual plan and budget ("Annual Plan and Budget") setting forth and itemizing Company's intended use of HOT Grants for the upcoming "HOT Grant Year", which for the first year will be from the Opening Date until December 31, and every HOT Grant Year thereafter will be a one-year period from January 1 through December 31. The proposed Annual Plan and Budget must be submitted to the Town Manager no later than thirty (30) days prior to commencement of the upcoming HOT Grant Year. Failure to submit the Annual Plan and Budget will constitute an event of default, and may, at the sole discretion of the Town, and notwithstanding Article 7 of this Agreement, result in Company's forfeiture of any HOT Grants for the upcoming HOT Grant Year, provided, however, the Town shall not exercise such forfeiture right unless Company fails to submit the Annual Plan and Budget within ten (10) business days after Company's receipt of written notice that the Annual Plan and Budget is past due.

(ii) Contents of Plan. The proposed Annual Plan and Budget must include, at a minimum, a line item budget detailing the use of the HOT Grant for the upcoming HOT Grant Year, the amount of the expenditure for each item and a description of the item indicating how it complies with the requirements of 351.101 of the Texas Tax Code, as amended.

(iii) Approval and Amendments. The Town Manager must, after determining that all of the proposed expenditures are Qualified Expenditures (which determination shall not be unreasonably withheld), approve the Annual Plan and Budget before Company receives any HOT Grant for the upcoming HOT Grant Year. Company may, at any time, submit an amendment to the Annual Plan and Budget; provided, however, that any amendment does not become effective until it has been approved by the Town Manager.

(d) Time of Payments. Payments to Company will be made on a quarterly basis on or before forty-five (45) days following the receipt by the Town of the latter of: (i) the HOT Revenue from the Hotel for the applicable quarter; and (ii) a Payment Request with sufficient documentation from Company that it has made Qualified Expenditures in accordance with the Annual Plan and Budget in a form reasonably acceptable to the Town Manager or his designee. The Town is not obligated to pay Company for an expenditure that was not a Qualified Expenditure already approved in the Annual Plan and Budget.

(e) Limitations on Funding. In no event will any quarterly payment under this Section 4.3 exceed fifty percent (50%) of the HOT Revenue collected by the Hotel and remitted to the Town for any given quarter as described in this Section 4.3. Town is obligated to make the payments under this section only from the HOT Revenue collected from the Hotel, and the Town is not obligated to make such payments from any other funds or revenues of the

Town. Company will have no right to any unexpended HOT Grant funds in any given HOT Tax Year, and such funds will remain with the Town.

(f) Improper Expenditures. Should any expenditure of HOT Grants by Company be for a use that is found to be improper or illegal, the Town shall have no liability in connection thereof, and Company agrees to indemnify and hold harmless the Town for such amounts, provided Company shall have the right to contest such finding if Company reasonably believes such expenditure was made in accordance with the Town approved Annual Plan and Budget. Subject to Company's right to contest, Company further agrees that no later than thirty (30) days after receipt of written notification from the Town, it will reimburse the Town in an amount equal to the improper expenditure, plus interest at the rate of the prime rate per annum.

4.4 Sales Tax Grants.

(a) Grants.

(i) The Town agrees to pay Company an amount equal to fifty percent (50%) of Sales and Use Tax Revenues received by Town and attributed solely to the sale of taxable items within the Hotel during a period beginning on the first eligible sales tax purchase at the Hotel, and continuing thereafter for seven consecutive years (.

(ii) The Town agrees to pay Company an amount equal to fifty percent (50%) of the Sales and Use Tax Revenues received by Town and attributed solely to the sale of taxable items within each Restaurant during a period beginning on the first eligible sales tax purchase at each respective Restaurant and continuing thereafter for seven consecutive (7) years.

(iii) The Town agrees to pay Company an amount equal to fifty percent (50%) of the Sales and Use Tax Revenues received by Town and attributed solely to the sale of taxable items within each Retail Center during a period beginning on the first eligible sales tax purchase at each Retail Center, and continuing thereafter for seven consecutive (7) years.

(b) Timing of Payments. The Sales Tax Grants will be paid on a quarterly basis. The Town covenants and agrees to make quarterly payments to Company within forty-five (45) days following its receipt of: (i) the Sales Tax Reports each month of the applicable calendar quarter; (ii) the reports or other information establishing the amounts of received Sales and Use Tax Revenues from the Comptroller's office for each month in the applicable calendar quarter; (iii) the Town's receipt of the Sales and Use Tax Revenues from the Comptroller's office for each month of the applicable calendar quarter; and (iv) a Payment Request.

(c) Erroneously Paid Sales Tax. In the event the Comptroller determines, for any reason, that any Sales and Use Tax Revenues were erroneously paid to the Town from the

sales provided for herein and the Town is required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the Sales and Use Tax Revenues received by the Town under this Agreement, and in the event the calculation of Sales and Use Tax Revenues paid for a Sales Tax Grant shall reflect an overpayment by the Town to Company, Company agrees to reimburse the Town the amount of such overpayment. Notification of any such required adjustment will be provided to Company at the earliest practical date. This section will survive termination of this Agreement.

4.5 New Development Grants. The Town will pay Company the five (5) annual New Development Grants in accordance with this section. The first New Development Grant will become eligible for payment as of the CO Date and the next four (4) New Development Grants will thereafter become eligible annually on the anniversary date of the CO Date. The Town will pay each New Development Grant thirty (30) days after receipt of a Payment Request.

4.6 Permit Fee Rebate. The Town agrees to rebate Company an amount equal to one hundred percent (100%) of the following permit and related fees for initial construction of the Development: building permit fees (including fees associated with tenant finish out), engineering inspection fees, re-inspection fees, sign fees, screening wall fees, retaining wall fees, after-hours inspection fees, re-stamp fees for project scope changes during construction, construction trailer fees, fire department fees, plat recording fees, early construction fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees and lighting plan review fees. Any fees not referenced herein as being rebated are specifically deemed not to be rebated by the Town. Permit fees will be identified at the time of payment and placed into an Escrow account identifying Lakeside East. Permit fee rebates will then be paid directly to Company within thirty (30) days after completion of construction.

4.7 Conditions to Payment. Notwithstanding any other term in this Agreement to the contrary, the Town is under no obligation to pay any of the Grants unless Company has achieved Completion of Construction.

4.8 Failure to Submit Payment Request. If the Town fails to receive a Payment Request from Company within twenty-four (24) months of a Grant becoming eligible for payment, Company forfeits its right to the Grant.

ARTICLE 5 ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Except as otherwise provided herein, this Agreement may only be assigned by Company with the prior written consent of the Town. Company may assign this Agreement and any rights in whole or in part without prior consent, but upon written notice to the Town, to an Affiliate. Any assignee must agree in writing to be obligated to the terms of this Agreement. No assignment shall release Company from any liability that resulted from an act or omission by Company that occurred prior to the Effective Date of the assignment, unless the Town approves the release in writing. Notice of an assignment to an Affiliate shall be made to the Town within ten (10) days after the effective date of the assignment and shall state the name, mailing address,

telephone contact information, and the email address of the Assignee, and shall be signed by a duly authorized person representing Company.

ARTICLE 6 INDEMNIFICATION

TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST TOWN AND ITS COUNCIL, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE “TOWN REPRESENTATIVES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE TOWN REPRESENTATIVES) ARISING FROM THE ACTS OR OMISSIONS OF COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE TOWN REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM COMPANY’S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE TOWN REPRESENTATIVES). NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE TOWN REPRESENTATIVES AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE TOWN REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 6
TERMINATION; REPAYMENT; OFFSET

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

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by the Town if Company has not obtained initial building permits for the Development within four (4) years of the Effective Date and commenced construction within five (5) years with a completed foundation for the Hotel and Retail Centers;
- (c) upon written notice by the Town, if any Impositions owed to the Town or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within thirty (30) days after written notice thereof;
- (d) upon written notice by the Town if Company suffers an event of Bankruptcy or Insolvency, and such event is not cured within thirty (30) days after written notice thereof;
- (e) upon written notice by either Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (f) upon written notice by the Town if Company defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;

6.2 Repayment. In the event this Agreement is terminated by the Town pursuant to Section 6.1 (b), (c), (d), or (f), Company shall immediately refund to the Town an amount equal to the amount of all of the Grants and permit fee waivers that have been provided by the Town to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the Town) as its prime or base commercial lending rate, accruing from the Effective Date until paid. The repayment obligation of Company set forth in this Section 6.2 hereof shall survive termination of this Agreement.

6.3 Offsets. The Town may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the Town from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, provided Company shall have the right to contest Town's determination if Company reasonably believes Town has no lawful right to such offset.

**ARTICLE 7
MISCELLANEOUS**

7.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties. This Agreement may not be assigned by Company without the prior written consent of the Town, which consent shall not be unreasonably withheld.

7.2 Limitation on Liability. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, is deemed to have acted independently, and the Town assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless the Town from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Company's performance of this Agreement.

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

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

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

If intended for Town, to:	Town of Flower Mound, Texas Attn: Economic Development Director 2121 Cross Timbers Rd. Flower Mound, TX 75028
With a copy to:	Flower Mound Town Attorney Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Suite 200 Fort Worth, Texas 76107
If intended for Company, to:	FM 2499 Retail Venture, LP 909 Lake Carolyn Parkway, Suite 150 Irving, Texas 75039 Attn: Jimmy Archie and Sam Pan
With a copy to:	Kelly Hart & Hallman, LLP 201 Main Street, Suite 2500 Fort Worth, Texas 76102 Attn: Matthew Luensmann

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

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

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

7.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

7.14 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts the Town's ability to pay the Grants or otherwise extracts or imposes any penalty or other restriction upon the payment of same, such payments will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event the Town shall be under no further obligation to Company as of the effective date of such limitation or restriction, provided Company shall be allowed to retain all Grants received prior to such effective date.

7.15 Undocumented Workers. Company certifies that Company, and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with

Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company or any of its branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the Town notifies Company of the violation.

7.16 Governmental Function. The Parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, assisting in the elimination of unemployment or underemployment of the state, and developing and expanding commerce in the state, and is for all purposes a governmental function of Town for the benefit of the citizens of the Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the state's sovereignty.

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

7.18 Texas Government Code Verifications. Company verifies and certifies that it does not and during the duration of this Agreement will not:

- (a) do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- (b) boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- (c) discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- (d) operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- (e) boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

[Signatures on following page]

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, on this ____ day of _____, 2025.**

TOWN:

TOWN OF FLOWER MOUND, TEXAS

Cheryl Moore, Mayor

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2025,
Cheryl Moore, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on
behalf of said Town.

Notary Public, State of Texas

COMPANY:

FM 2499 RETAIL VENTURE, LP

By: Realty Capital Management, LLC

By: _____

Name: _____
Member-Manager

STATE OF _____)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____, a Member-Manager of Realty Capital, LLC, the general partner of FM
2499 RETAIL VENTURE, LP.

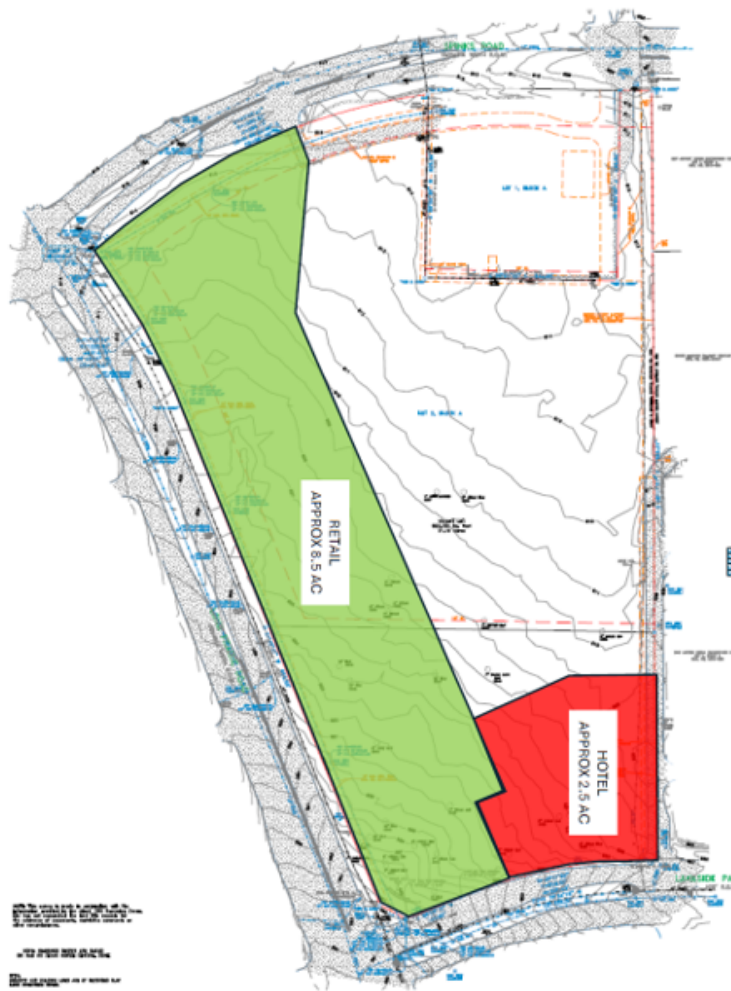
Notary Public, State of Texas

Exhibit A

Commented [ME1]: Exhibits need to be updated.



Exhibit B





TOWN COUNCIL AGENDA K.7. REGULAR ITEM(S)

DATE: October 6, 2025
FROM: Claire Barnes, Senior Planner
ITEM: **Consider a request for a Subdivision Site Plan (SSP25-0003 - Brookview Phase 1A) to create a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of Canyon Falls Drive. (PZ recommended partial approval by a vote of 7 to 0 at its September 22, 2025, meeting.)**

BACKGROUND:

- Size – Approximately 80.4903 acres
- Zoning – PD-202 with Single Family District-5 (SF-5) uses, Single Family-Attached (SF-A) uses, Multi-Family (MF) uses, and Retail District-2 (R-2) uses
- Number of Residential Lots – 313 single-family detached lots
- SMARTGrowth – Passed
- Traffic Analysis – Passed with previous zoning application
- Modification – As the property is encumbered by several easements along Cross Timbers Road, the applicant is requesting to expand the landscape buffer area across the retention pond in order to accommodate all 14 required landscape buffer trees.
- Exception – Town code limits sign faces of residential subdivision signs to 60 square feet.
 - Original request — to allow two residential entry signs with a 108 square-foot sign face per sign.
 - Updated request — to allow two residential entry signs with an 80 square-foot sign face per sign
- Incentives - N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning and Zoning Commission recommended unanimous approval of the landscape buffer modification and unanimous denial of the increased sign face by a vote of 7 to 1 at its September 22, 2025, meeting. During deliberation, Commissioners mentioned that there may be a size between 60 sf and 108 sf that would be more appropriate and suggested the applicant work with Town Council to find a compromise.

In response to the Commissioners' concerns, the applicant has proposed an 80 sf sign face and has provided an exhibit (Attachment 2) to illustrate the new sign face in comparison to the Town standard. If Town Council approves the exception, staff recommends adding a condition that the applicant update sheets L4.01 and L4.02 to depict the revised sign design.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

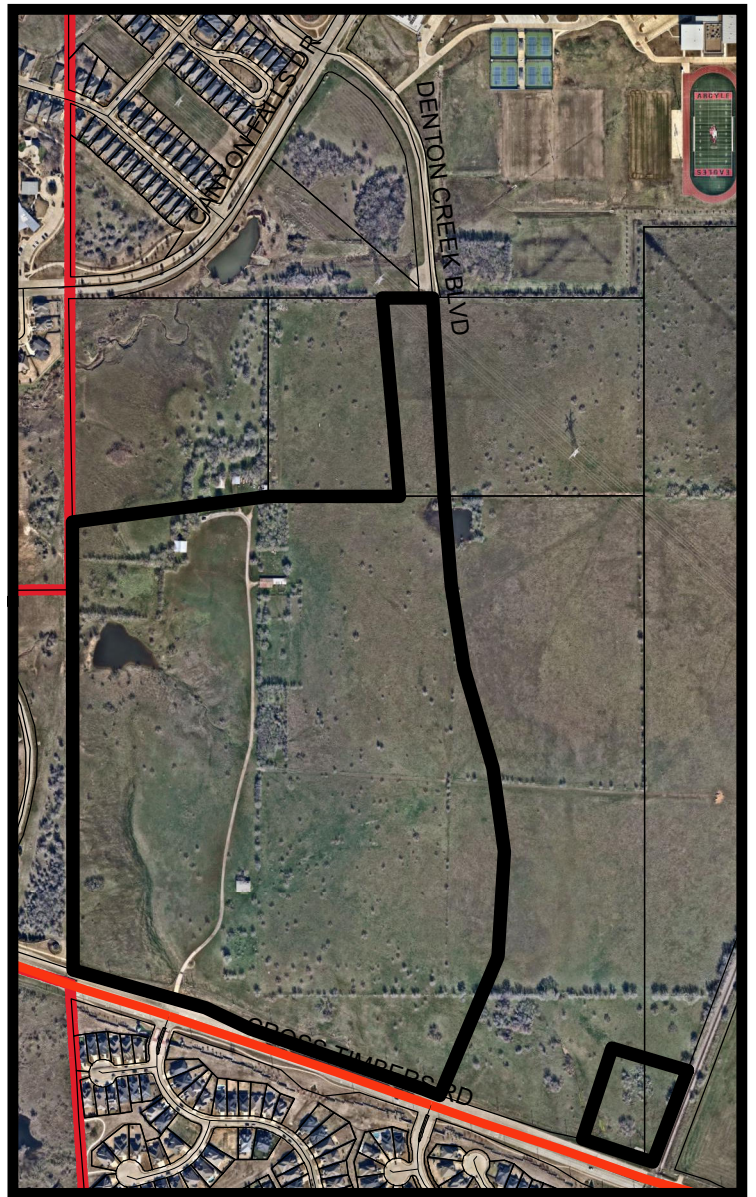
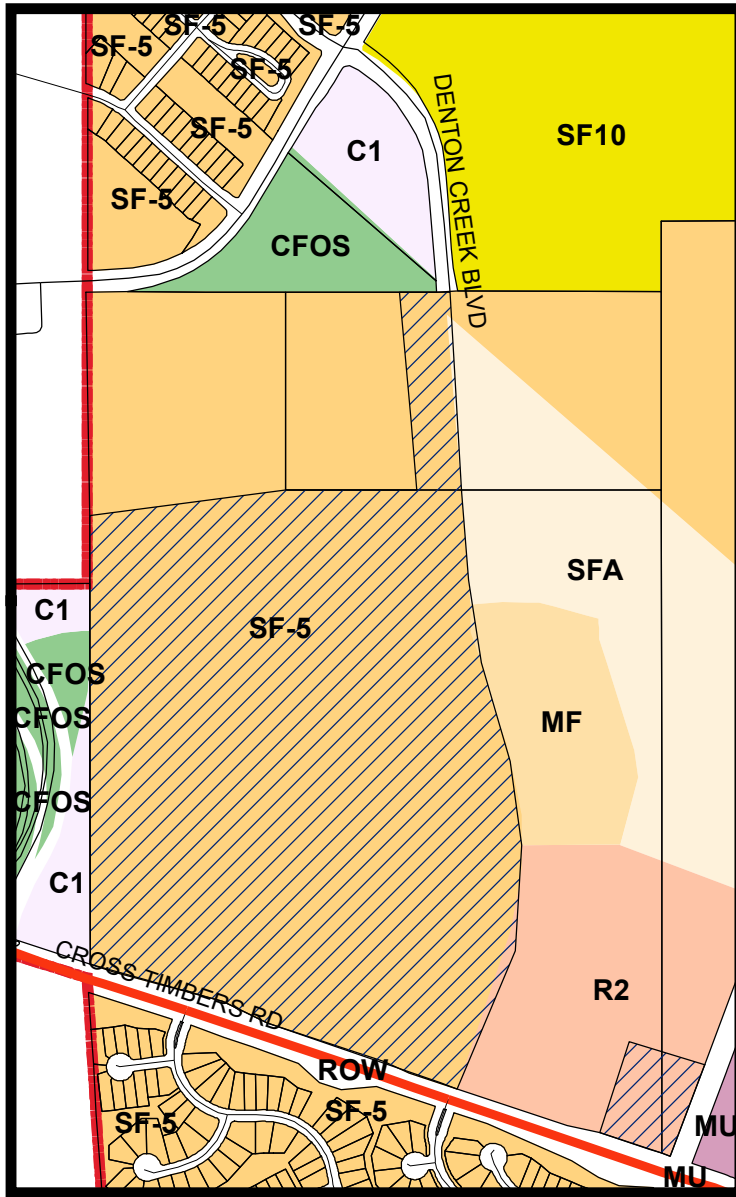
ATTACHMENTS:

1. Zoning & Aerial Map
2. Revised Sign Face Exhibit

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

Vicinity Map

SSP25-0003: Brookview Phase 1A



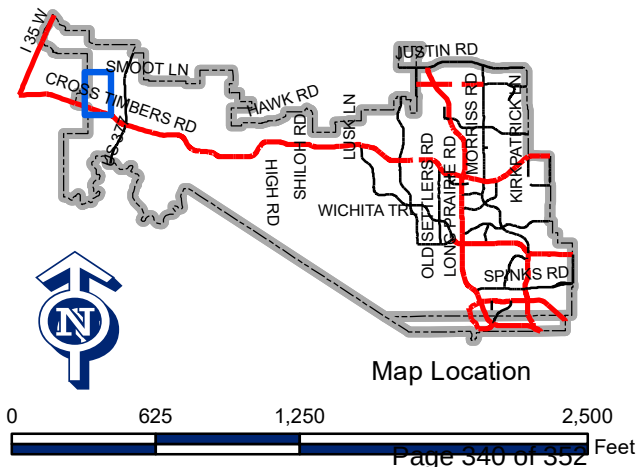
LEGEND

- | | | | | |
|-------------------------|------------------|------------------------|--------------|----------|
| Canyon Falls Open Space | Commercial 1 | Mixed Use | Multi-Family | Retail 2 |
| Single Family 5 | Single Family 10 | Single Family Attached | | |

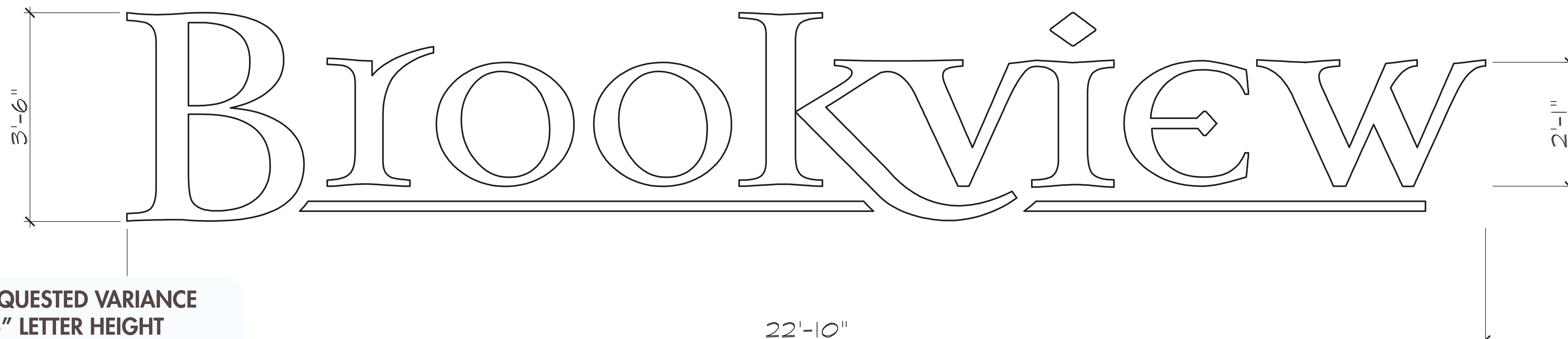
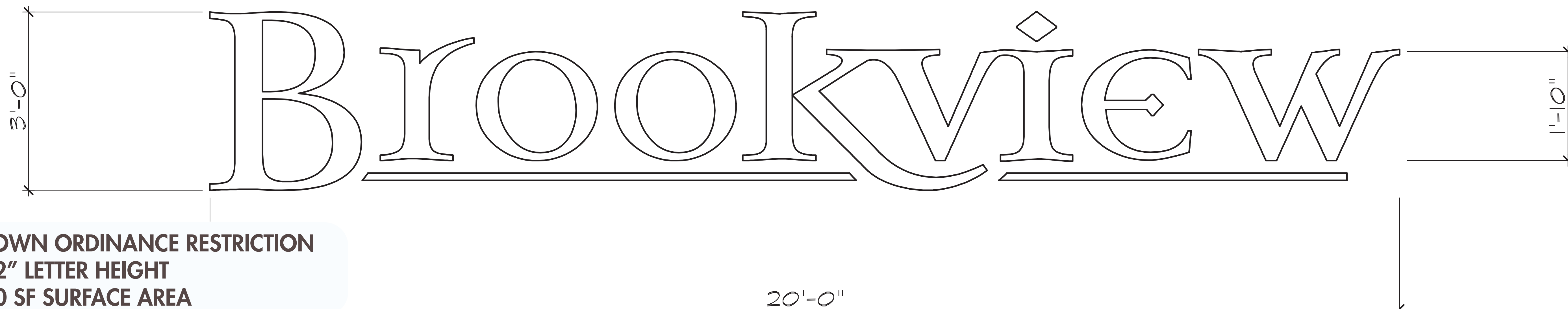
Subject Property

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

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



Map Location





TOWN COUNCIL AGENDA K.8. REGULAR ITEM(S)

DATE: October 6, 2025
FROM: Codie Hay, Planner
ITEM: **Public Hearing to consider a request for a Replat (RP25-0006 – FM Family Farmhouse Addition, 1R & 2R, Block A) to relocate lot lines between two residential lots with an exception to lot depth pursuant to Section 90-272(a), of the Code of Ordinances. The property is generally located north of Sentinel Oak Road and west of Simmons Road. (PZ recommended approval by a vote of 7 to 0 at its September 22, 2025, meeting.)**

BACKGROUND:

- Number of Lots – 2 (existing and proposed)
- Request – To reconfigure lot lines between two existing lots
- Proposed Lot Size – Lot 1R is approximately 3.4 acres and Lot 2R is approximately 3.373 acres for a total of 6.733 acres
- Zoning – Single Family Estate (with minimum lot size of 1 acre)
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Exception – To increase the extent of the flag lot configuration for Lot 1R
- Condition of Approval – Relocate front setback line in order to meet the minimum 150-foot lot width requirement
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its September 22, 2025, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

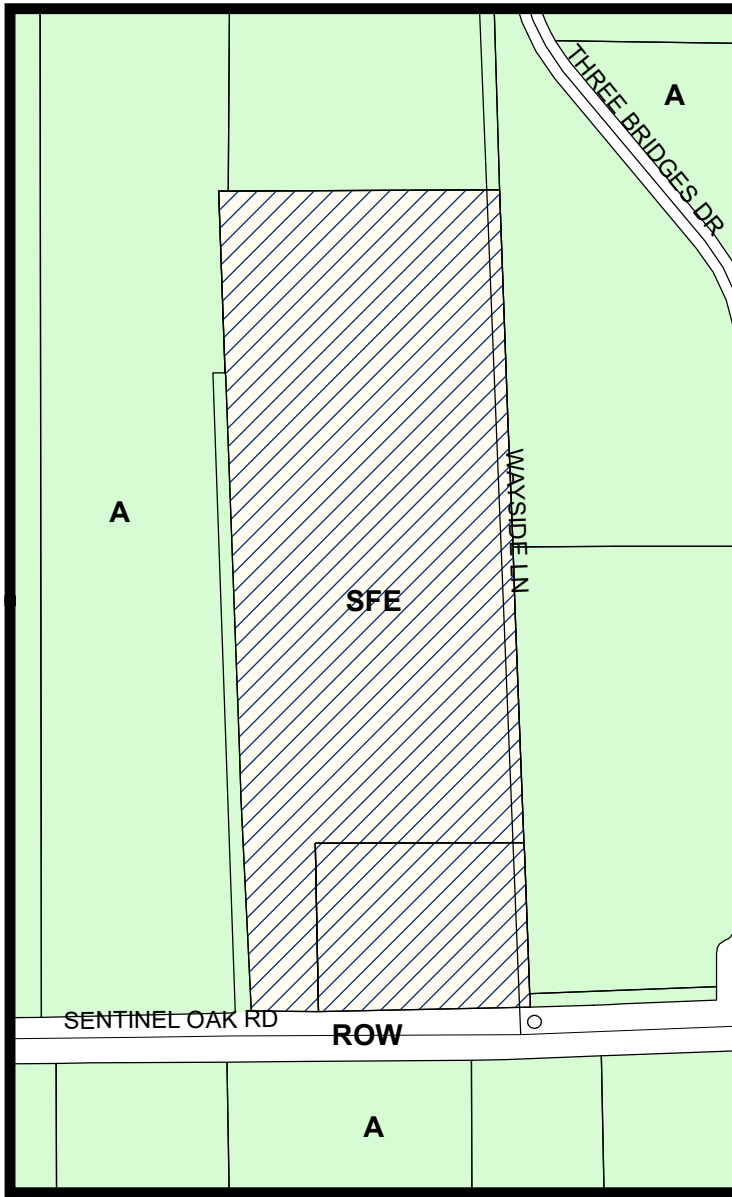
ATTACHMENTS:

1. Zoning & Aerial Map

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

Vicinity Map

RP25-0006: FM Family Farmhouse Addition Lots 1R & 2R, Block A



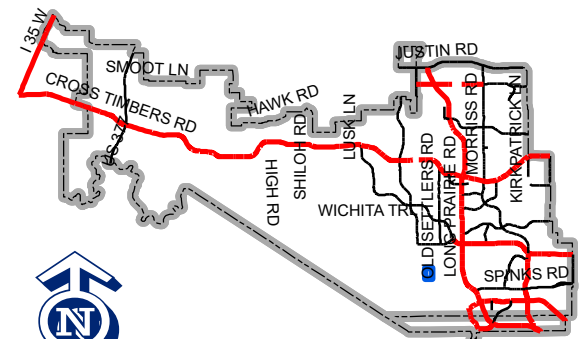
LEGEND

 Agriculture  Single Family Estate

 Subject Property

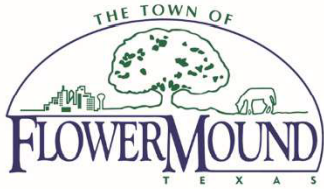
Visit www.fmdevmap.com to learn more about this project.

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



Map Location

0 155 310 620 Feet



TOWN COUNCIL AGENDA M.1.

DATE: October 6, 2025
FROM: Traci Henderson, Town Secretary
ITEM: **Discuss and consider approval of a resolution appointing members to the Tax Increment Reinvestment Zone Two (TIRZ #2).**

BACKGROUND: Board and Commission appointments/reappointments for TIRZ #2 were not posted on the September 16 and September 18, 2025, agendas. Therefore, appointments are required at the October 6, 2025, Town Council meeting.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION:

Move approval of a resolution appointing/reappointing members to the Tax Increment Reinvestment Zone Two.

Cheryl Moore, Place 1
Adam Schiestel, Place 2
Brian Taylor, Place 4
Janvier Werner, Place 5

With Place 1 and Place 5 with a term beginning October 1, 2025 and ending December 31, 2026 and Place 2 and Place 4 with a term beginning October 1, 2025 and ending December 31, 2027.

**OWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. XX-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER
MOUND, TEXAS, APPOINTING MEMBERS TO THE BOARD OF TAX
INCREMENT REINVESTMENT ZONE NUMBER TWO (TIRZ #2);
ESTABLISHING TERMS OF OFFICE; AND PROVIDING FOR AN
EFFECTIVE DATE.**

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

WHEREAS, the Town Council of the Town appoints members of the public to serve on various boards, commissions, and committees; and,

WHEREAS, the Town Council has previously established a board of directors for Tax Increment Reinvestment Zone Number 2 (TIRZ #2), to which the Town Council appoints members to serve a two-year term, unless such members are appointed to fulfill an unexpired term; and,

WHEREAS, the Town Council hereby appoints the below individuals to the Board of Directors for Tax Increment Reinvestment Zone Number Two (TIRZ #2);

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

SECTION 1:

All the above premises are hereby found to be true and correct legislative and factual findings of the Town Council, and they are hereby approved and incorporated into the Body of this resolution as if restated herein in their entirety.

SECTION 2.

The Town Council of the Town of Flower Mound, Texas, hereby appoints/reappoints the following individuals to serve on the board of directors for Tax Increment Reinvestment Zone Number Two (TIRZ #2) with two-year terms, unless appointed to fulfill an unexpired term:

TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (TIRZ #2)

NAME	PLACE	TERM BEGINNING	TERM ENDING
Cheryl Moore	Place 1	October 1, 2025	December 31, 2026
Adam Schiestel	Place 2	October 1, 2025	December 31, 2027
Brian Taylor	Place 4	October 1, 2025	December 31, 2027
Janvier Werner	Place 5	October 1, 2025	December 31, 2026

SECTION 3:

The resolution shall take effect from and after the date of its passage.

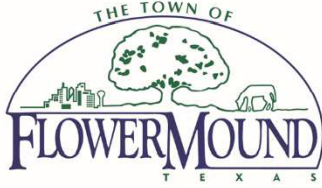
**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THIS THE _____ DAY OF _____, 2025.**

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



TOWN COUNCIL AGENDA M.2.

DATE: October 6, 2025
FROM: Traci Henderson, Town Secretary
ITEM: Discuss and consider approval of a resolution appointing members to the Capital Improvements Advisory Committee (CIAC).

BACKGROUND: Legislative changes pursuant to Chapter 395 of the Texas Local Government Code required updated criteria for Board and Commission members

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: The Town's Attorney Office of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed and approved.

ATTACHMENTS:
None

DRAFT MOTION:

Move approval of a resolution appointing members to the Capital Improvements Advisory Committee

NAME/CHAIR	PLACE	TERM BEGINNING	TERM ENDING
Planning & Zoning Commission Chair	Place 1	October 1, 2025	September 30, 2026
Planning & Zoning Commission Vice-Chair	Place 2	October 1, 2025	September 30, 2027
Transportation Commission Chair	Place 3	October 1, 2025	September 30, 2028
XXXXXX	Place 4	October 1, 2025	September 30, 2026

Representative of real estate, building, or development industries			
XXXXX Representative of real estate, building, or development industries	Place 5	October 1, 2025	September 30, 2027
XXXXX Representative of real estate, building, or development industries	Place 6	October 1, 2025	September 30, 2028

**TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. XX-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER
MOUND, TEXAS, APPOINTING MEMBERS TO THE CAPITAL
IMPROVEMENTS ADVISORY COMMITTEE (CIAC); ESTABLISHING
TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the Town Council appoints members of the public to serve on various boards, commissions, and committees; and,

WHEREAS, Section 395.058 of the Local Government Code requires the governing body of a municipality with an impact fee program to establish a capital improvements advisory committee to advise and assist the Town in adopting land use assumptions, reviewing capital improvement plans, and evaluating the implementation of and revenue from impact fees; and,

WHEREAS, the Town Council has previously passed an ordinance establishing the Capital Improvements Advisory Committee (“CIAC”); and,

WHEREAS, each CIAC member will be appointed by the majority vote of the Town Council and appointed members serve a three-year term, unless appointed to fulfill an unexpired term; and,

WHEREAS, the Town Council finds that it is in the best interest of the public health, safety, and general welfare of the Town to appoint members to the CIAC;

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

SECTION 1

The Town Council hereby appoints the following members to the Capital Improvements Advisory Committee (CIAC) with three-year terms, beginning with staggered terms.

SECTION 2

Except as provided in the table below for the initial terms of industry representative members, CIAC members appointed shall serve three (3) year terms ending on September 30 of the applicable term year, or until a successor is appointed and qualified.

RESOLUTION NO. XX-XX

Page 1 of 3

The initial CIAC member terms and term expiration dates are as indicated below:

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE (CIAC)

NAME/CHAIR	PLACE	TERM BEGINNING	TERM ENDING
Planning & Zoning Commission Chair	Place 1	October 1, 2025	September 30, 2026
Planning & Zoning Commission Vice-Chair	Place 2	October 1, 2025	September 30, 2027
Transportation Commission Chair	Place 3	October 1, 2025	September 30, 2028
XXXXX Representative of real estate, building, or development industries	Place 4	October 1, 2025	September 30, 2026
XXXXX Representative of real estate, building, or development industries	Place 5	October 1, 2025	September 30, 2027
XXXXX Representative of real estate, building, or development industries	Place 6	October 1, 2025	September 30, 2028

SECTION 3

This Resolution shall take effect from and after the date of its passage.

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

RESOLUTION NO. XX-XX

Page 2 of 3

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



TOWN COUNCIL AGENDA M.1. WORK SESSION ITEM

DATE: October 6, 2025
FROM: John Zagurski, Chief Financial Officer
ITEM: **Value of Municipal Services**

BACKGROUND: The Fiscal Year 2025-2026 Budget represented an inflection point for the Town of Flower Mound. It is the first time in several years that the Town has been unable to add additional budget items that would help to maintain our current level of service. This is due to several factors, including revenue limitations placed on municipalities, rampant inflation, a stagnant economy, and high mortgage rates. As a result, the Fiscal Year 2026-2027 budget planning is starting early. This presentation will kick off a series of presentations to evaluate our current level of service, educate the public on the current service level, and, in January, review our revenue streams. Ultimately, what the staff desires is clear direction on the future of service levels and a discussion of whether to proceed with a potential Voter-Approved Tax Rate Election (VATRE) in November 2026.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: NA

FISCAL IMPACT: NA

LEGAL REVIEW:

ATTACHMENTS:

None

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