

Town Council Regular Meeting



October 20, 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. Unplug Texas Day
2. Arts Month Proclamation

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
 - a. Employee Service Recognition
4. FloMo Growth Academy Graduation

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. November 3 - Regular Meeting

J. CONSENT ITEM(S)

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

1. Brookview Development Agreement - Consider approval of a Development Agreement with GRBK Edgewood LLC., for the construction of certain Master Planned Town Roadway, Utility and Trail improvements associated with the Brookview Phase 1 development; for \$12,301,237.13 and authorization for the Mayor to execute same on behalf of the Town.
2. Water Conservation Ordinance Amendment - Consider approval of an ordinance of the Town of Flower Mound, Texas, amending Article VI, "Water Conservation," of Chapter 70, "Utilities," of Subpart A, "General Ordinances," of the code of ordinance, Town of Flower Mound, Texas, by adopting a long-term water conservation plan, short-term water conservation plan, and emergency water demand management plan.
3. 10 Year Axon agreement - Consider approval of the purchase from Axon Enterprise, Inc., a consolidated Axon 10 Year- OSP 10+ ISLE, Fleet & Interview Room for \$5,233,079.38 (\$547,307.74 annually), as well as other related hardware and licensing as part of the ten-year agreement, and approval of a revised Axon Master Services Purchasing Agreement, and authorization for the Mayor to execute same on behalf of the Town.
4. AES-256 Encryption/Multi-Key - Consider approval of the purchase of services and equipment from Motorola Solutions, Inc., in the amount of \$180,176.70 to enable and program AES-256 bit encryption and multi-key functionality on police APXNext portables, APX6000 portables, APX6500 mobile radios, and MCC7500e dispatch consoles.

5. PSA Amendment 1 - WWTP Effluent Filter Rehab - Consider approval of a First Amendment to the Professional Services Agreement with Ardurra Group, Inc., for design and construction phase services associated with the Wastewater Treatment Plant Effluent Filter Rehabilitation project, to increase the design fee by \$98,260.00.
6. Historical Items Donation - Consider approval of the donation of two historical items (mirror and gasolier); authorizing the Town of Flower Mound to accept the items into their collection.
7. Shadow Ridge Trail Park Construction - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with the 2025 Bond for the Shadow Ridge Park trail segment, through the Town of Flower Mound contract No. 2021-72-B, Utility Cut Repairs and Park Improvements, in the amount of \$257,847.43.
8. PSA Amendment Lead & Copper Rule - Consider approval of an amendment to the Professional Service Agreement with Freese and Nichols, Inc. to provide support, a monitoring plan and records review for the EPA Lead and Copper Rule Revision Compliance Program, in the amount of \$114,763.00.
9. Pavement Joint Sealing Services - Consider approval of the purchase of Concrete Pavement Crack & Joint Sealant Services from Curtco, Inc., through a City of Grand Prairie contract #21119, in the estimated amount of \$180,119.50.
10. Park Naming Item - Consider approval of naming the 2.5 acre tract located within the Oakbridge Crossing residential development as Oakbridge Park and the 3.5 acre tract located within the Whyburn residential development as Whyburn Park.
11. Sale and consumption of alcohol (beer and wine) at 2026 Independence Fest. - Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2026 Independence Fest. The Parks Board recommended approval by a vote of 6 to 0 at the October 2, 2025 meeting.
12. Chinn Chapel Multipurpose Field Turf Conversion - Design PSA - Consider approval of Professional Services Agreement with CEI Engineering Associates, Inc., for the design services associated with the Chinn Chapel Multipurpose Field Turf Conversion project, in the amount of \$89,445.00; and authorization for the Mayor to execute same on behalf of the Town.
13. Trotter Park PSA First Amendment - Consider approval of the First Amendment to the Professional Services Agreement with MHS Planning & Design, LLC. for construction administrative services associated with the Trotter Park project, to increase the design fee by \$143,900.00; and authorization for the Mayor to execute same on behalf of the Town.
14. OSSF Ordinance Amendment - Consider approval of an ordinance amending Article VI, "On-site Sewage Disposal," of Chapter 34, "Environment," of the Town of Flower Mound Code of Ordinances, to establish an on-site sewage facility repair or replacement program; providing a severability clause; and providing an effective date.
15. Utility Billing Bulletin Printing - Consider approval of Contract No. 2025-95-A with POC Packing N Shipping Inc. (PPS) for the printing of the Utility Billing Bulletin in

the amount of \$20,000; and authorization for the Mayor to execute on behalf of the Town.

16. Cityworks Software Maintenance Renewal - Consider the approval of a three-year asset management software maintenance renewal with Cityworks LLC, a Trimble Company, in the amount of \$70,119; and authorization for the Mayor to execute same on behalf of the Town.
17. Fire Station No. 5 - Design and Construction Phase Services - Consider approval of a Service Order for Architectural Services with Hoefer Welker, LLC for the design and construction management services associated with the Fire Station No. 5 Apparatus Bay Roof Replacement project, in the amount of \$133,000.00; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. MU25-0001 - Lakeside DFW Text Amendment - Public Hearing to consider an ordinance for rezoning (MU25-0001 – Lakeside DFW Text Amendment) to amend Mixed Use District-1 (MU-1) to amend the development standards and architectural standards, specifically related to height standards, on specific lots within the MU-TEN subzone in the Lakeside Village Development Code. The property is generally located south of Lakeside Village Boulevard and east of Sunset Boulevard. (PZ recommended approval by a vote of 6 to 0 at its October 13, 2025, meeting.)

L. WORK SESSION ITEM

1. Presentation and discussion regarding the value of municipal services, focusing on Utilities.

M. 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.

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**
Consultation with Town Attorney.

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 October 14, 2025, by 5:00 p.m.

Anne Carnes, Deputy Town Secretary

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

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

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



TOWN COUNCIL AGENDA J.1. CONSENT ITEM(S)

DATE: October 20, 2025
FROM: Christina Torre, TIRZ Analyst
ITEM: **Consider approval of a Development Agreement with GRBK Edgewood LLC., for the construction of certain Master Planned Town Roadway, Utility and Trail improvements associated with the Brookview Phase 1 development; for \$12,301,237.13 and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The purpose of this item is to approve a TIRZ reimbursement agreement (“DA”) with GRBK Edgewood LLC for the reimbursement of certain qualified capital projects (“Qualified Projects”) that will be constructed with the development of the Brookview residential project.

TIRZ #2 was initially created by Ordinance 47-23 on [November 6, 2023](#), and the final project and financing plan for the Zone was created by Ordinance 11-24 on [March 18, 2024](#). The Town Council approved a Capital Improvement Agreement (CIA) for this project (then known as the La Estancia Development) on [May 20, 2024](#). The CIA identified Qualified Projects for the development and outlined the process for the reimbursement of those projects from impact fees and TIRZ revenues. This proposed DA establishes the legal mechanism for that reimbursement and follows the Town’s standard reimbursement agreement as required under the CIA.

GRBK Edgewood LLC is proposing to develop a residential development commonly known as Brookview Phase 1A/1B. Phase 1A/1B includes 453 lots, which includes 313 single family homes and 140 townhomes. The project is part of a larger development encompassing approximately 236.6 acres.

As part of the project, GRBK Edgewood will be constructing:

- Sections of Denton Creek Boulevard and Stonecrest Road
- Sections of the water and re-use lines that parallel Denton Creek Boulevard and Stonecrest Road
- Section of water line along Union Pacific Railroad
- Section of water line along FM 1171

The estimated cost is \$10,842,827.13. All projects have been identified as Qualified Projects and are eligible for impact fee credits and TIRZ reimbursements.

Additionally, the developer agrees to construct off-site work outside the Brookview Phase 1 development on behalf of the Town. This off-site work includes an extension of an existing portion of Denton Creek Boulevard, which consists of:

- Additional two lanes of Denton Creek Boulevard
- Right turn lane from Canyon Falls Drive
- Northbound right turn lane on Denton Creek Boulevard
- Northbound left turn lane on Denton Creek Boulevard
- Reuse water line along Denton Creek Boulevard
- 8' Trail along a portion of Denton Creek Boulevard

Also, a 12' wide trail along a portion of FM 1171 will be constructed as part of the off-site work.

The estimated cost is \$1,458,410.00. The developer will be reimbursed directly by the Town for the off-site work, and the Town will then become eligible for TIRZ reimbursements.

Roadways, water lines, reuse water lines and trails are identified on the Town's Master Plans.

The attached DA identifies the responsibilities of the developer and the Town as they relate to the project.

BOARD REVIEW/CITIZEN FEEDBACK: This agreement is being considered by the TIRZ #2 Board of Directors at their October 20, 2025, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: Qualified Projects - \$10,842,827.13

Offsite Work - \$1,458,410.00

Total - \$12,301,237.13

Proposed Expenditure/(Revenue)

\$12,301,237.13

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

ATTACHMENTS:

1. Flower Mound (Brookview) DA - Brookview (Execution Copy)

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

DEVELOPMENT AGREEMENT FOR BROOKVIEW

THIS DEVELOPMENT AGREEMENT FOR BROOKVIEW ("Agreement") is made and entered into this ____ day of _____, 2025, by and among the Town of Flower Mound, Texas (the "Town"), the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Flower Mound, Texas (the "Board"), and GRBK Edgewood LLC, a Texas limited liability company (its successors and assigns, "Developer"). The Town, the Board, and Developer are each referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Developer proposes to develop a residential development commonly known as Brookview Phase 1A/ 1B within the Town (the "Project"); and

WHEREAS, the Project is part of a larger development that may contain single-family, townhome and multifamily uses in accordance with the PD Zoning (the "Development") on certain property encompassing approximately 236.6 acres in the aggregate, in Flower Mound, Texas, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Town Council approved planned development zoning (PD-202) for the Development pursuant to Ordinance No. 19-24 on May 20, 2024 (as may be amended, "PD Zoning"); and

WHEREAS, the Parties wish to address various development issues related to the Project and to provide for the construction of certain water, wastewater and roadway improvements more particularly described herein, and related infrastructure improvements, among other matters and to provide for an impact fee credit and direct reimbursement by the Town of certain costs associated therewith as further described herein; and

WHEREAS, the Property is located within Reinvestment Zone Number 2, Town of Flower Mound pursuant to Ordinance No. 47-23 approved by the Town Council of the Town on November 6, 2023; and

WHEREAS, the Parties entered into that certain La Estancia Capital Improvement Agreement on May 20, 2024, recorded as Instrument No. 53711 on May 22, 2024, in the Official Records of Denton County, Texas (the "TIRZ Agreement"), whereby the Town and the Board confirmed and represented that the Qualified Projects (as defined herein) are subject to reimbursement from TIRZ Revenues (as defined in the TIRZ Agreement), to the extent that the impact fee credit by the Town fails to fully reimburse Developer for the costs of certain infrastructure construction costs associated with such Qualified Projects; and

WHEREAS, on December 16, 2024, pursuant to Ordinance No. 59-24, the Town Council approved the Reinvestment Zone Number Two, Town of Flower Mound, Texas, Amended and Restated Final Project and Finance Plan (the “Amended Plan”); and

WHEREAS, the Parties acknowledge that the foregoing issues should be addressed through this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Project Subject to Town Ordinances. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances related to the Project (subject to state law), and shall be subject to said ordinances, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer of its responsibilities for the construction of public improvements under applicable development ordinances of the Town.

2. Road Construction.

- A. As a condition to receipt of the Impact Fee Credit as described herein, Developer agrees to design and construct or cause the design and construction of (i) approximately 3,476 linear feet of pavement for Denton Creek Boulevard, an urban minor arterial road (four (4) lane divided) with bike lanes extending from FM 1171 to the northern boundary line of the Property and connecting to the existing end of Denton Creek Boulevard in the location more particularly shown as “Project C-6” on **Exhibit B** attached hereto (“Project C-6”); and (ii) approximately 1,163 linear feet of pavement for Stonecrest Road, an urban collector road in the location more particularly shown as “Project C-8” on **Exhibit B** attached hereto (“Project C-8”, and together with Project C-6, the “Roadwork Qualified Projects”). For the avoidance of doubt, Developer is only constructing a portion of Project C-8 (approximately 1,163 linear feet) pursuant to this Agreement for Phases 1A and 1B of the Project and the remainder of Projects C-7 and C-8 as identified in the TIRZ Agreement will be constructed with one or more later phases.
- B. As a condition to receipt of the Direct Reimbursement as provided herein, subject to receipt of the Off-Site ROW and Easements and the Right of Entry, Developer agrees to design and construct or cause the design and construction of an extension of an existing portion of Denton Creek Boulevard, which consists of (i) the additional two (2) lanes of Denton Creek Boulevard located north of the Property (along the Town’s property to Canyon Falls Drive) approximately 1,200 linear feet; (ii) a right turn lane from Canyon Falls Drive; (iii) a northbound right turn lane on Denton Creek Boulevard; (iv) a northbound left turn lane on Denton Creek Boulevard; (iv) a 20” reuse water line along Denton Creek Boulevard; (v) approximately 200 linear feet of an 8-foot trail

along a portion of Denton Creek Boulevard (located roughly where the existing Denton Creek Boulevard turnaround is; this refers to approximately 200 linear feet of the existing trail to be removed and replaced as part of the Off-Site Roadwork); and (vi) clearing, demolition, grading, paving and subgrade improvements, storm drainage improvements, street lighting and other related improvements associated therewith, all in the locations generally depicted on **Exhibit C** attached hereto and incorporated herein for all purposes (the “Off-Site Roadwork”; together with the Roadwork Qualified Projects, the “Roadwork”). Other than the Off-Site Roadwork, Developer shall not be required to construct or fund any off-site roadway, water, wastewater, or drainage facilities or improvements for development of the Property.

- C. As a condition to receipt of the Direct Reimbursement as provided herein, subject to receipt of the Off-Site ROW and Easements and the Right of Entry, Developer agrees to design and construct or cause the design and construction of a 12-foot wide trail and related improvements associated therewith, if any, all in the location generally depicted on **Exhibit D** attached hereto and incorporated herein for all purposes (the “Off-Site Trail”; together with the Off-Site Roadwork, the “Off-Site Work”). Other than the Off-Site Trail and the 8-foot trail that is part of the Off-Site Roadwork, Developer shall not be required to construct or fund any off-site trails, pathways, sidewalks or similar improvements for development of the Property.
- D. Prior to commencing construction of the Roadwork and/or Off-Site Trail (collectively, the “Road and Trails Work”) (or any portion thereof), Developer shall submit construction plans for the Road and Trails Work (or portion thereof) to the Town for review and approval. Upon approval of the plans, the Town will issue Developer a notice to proceed. Upon completion of the Road and Trails Work (or any portion thereof), the Town will accept the applicable Road and Trails Work (which acceptance will not be unreasonably withheld, conditioned, or delayed) and from and after such acceptance, the Town will own such Road and Trails Work and be responsible for all maintenance and operation related thereto. Developer shall secure or shall cause its contractor to secure a maintenance bond, in a form acceptable to the Town, that guarantees payment of the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Roadwork, arising from defective workmanship or materials used therein, for a period of two (2) years from the date of the Town’s acceptance of the Roadwork (or portion thereof, as applicable). The Developer may submit plans for and construct the Qualified Projects (defined herein) and the Off-Site Work in phases, in its discretion and if Developer completes such infrastructure in phases, the Town will accept such infrastructure in phases.
- E. The Developer agrees to complete or cause completion of Project C-6 prior to recording of a final plat for Phase 1A of the Project. The Developer agrees to complete or cause the completion of Project C-8 prior to recording of the final plat for Phase 1B of the Project. Further, completion of the Off-Site Work will

not be a requirement or condition of any approval required for Developer to develop the Property (including without limitation that it shall not be a condition to approval of construction plans, building permits, plats, certificates of occupancy, acceptance of on-site public improvements, or any other approval required for the Developer to begin construction on the Property and complete the Project (or any portion thereof) and any infrastructure related thereto).

- F. The Town either already owns or agrees to obtain at its cost, whether through a conveyance, condemnation, deed in lieu thereof, or otherwise, the title to all of those certain tract(s) of real property upon which the Off-Site Work will be constructed and any temporary construction easements or permanent easements required for construction and completion of the Off-Site Work (collectively, the “Off-Site ROW and Easements”), and will provide the Developer and its agents, representatives, contractors, and subcontractors the irrevocable rights to enter upon the Off-Site ROW and Easements and to use the Off-Site ROW and Easements for design, construction and completion of the Off-Site Work (the “Right of Entry”). For the avoidance of doubt, the Town’s obligation in the preceding sentence shall not be subject to a cure period under Section 16 herein. Notwithstanding anything else contained within this Agreement, if the Town fails to fulfill its obligations under this Section 2.F. within one (1) year of the Effective Date (i) Developer shall be released from any and all obligations herein related to the construction of the Off-Site Work, (ii) if Developer chooses not to develop the Off-Site Work (or portion thereof) in such an instance, the definition of Roadwork and/or Road and Trails Work hereunder shall exclude the Off-Site Work or portion thereof, as applicable, and (iii) the rights of the Developer, including without limitation its rights related to the Impact Fee Credit and TIRZ Reimbursement (as defined below) shall not be affected.

3. Construction of Water Projects and Water Re-Use Projects.

- A. Developer agrees to construct or cause the construction of (i) approximately 3,562 linear feet of twelve inch (12”) waterline along future Denton Creek Boulevard extending from FM 1171 to the northern boundary line of the Property and appurtenances related thereto, in the location shown as “Project 27” on **Exhibit B** attached hereto (“Project 27”); (ii) approximately 2,102 linear feet of a twenty-four inch (24”) waterline along the Union Pacific Railroad and appurtenances related thereto, in the location shown as “Project 29” on **Exhibit B** attached hereto (“Project 29”); and (iii) approximately 1,144 linear feet of a twelve inch (12”) waterline along future Stonecrest Road and appurtenances related thereto (“Project 32 – Stonecrest Road”) and approximately 2,798 linear feet of a twelve inch (12”) waterline along FM 1171 and appurtenances related thereto (“Project 32 – FM 1171”), in the locations generally shown on **Exhibit B** attached hereto as “Project 32” (collectively, “Project 32”, and together with Project 27 and Project 29, the “Waterline Projects”). No upsizing shall be required. For the avoidance of doubt, Developer is only constructing a portion of Project 29 (approximately 2,102 linear feet) and a portion of Project 32

(approximately 1,144 linear feet and 2,798 linear feet) pursuant to this Agreement for Phases 1A and 1B of the Project and any remainder of Project 29 and Project 32 as identified in the TIRZ Agreement, as applicable, will be constructed with later phases.

- B. Developer agrees to construct or cause the construction of (i) approximately 3,842 linear feet of a twenty-inch (20") reuse water line along future Denton Creek Boulevard, including a bore across FM 1171, extending from the connection point of the existing reuse water line on the south side of FM 1171 north to the northern boundary of the Property and appurtenances related thereto, in the location shown as "Project 53" on **Exhibit B** ("Project 53"); and (ii) approximately 1,176 linear feet of an eight inch (8") reuse waterline along future Stonecrest Road, starting from the connection to the reuse water line constructed along future Denton Creek Boulevard as Project 53 and extending northeast and appurtenances related thereto, in the location shown as "Project 58" on **Exhibit B** ("Project 58"; and together with Project 53, the "Reuse Projects") (collectively, the Waterline Projects and the Reuse Projects are hereinafter referred to as the "Water and Reuse Projects"). The Roadwork Qualified Projects and Water and Reuse Projects are collectively referred to herein as the "Qualified Projects". By way of clarification, (1) Developer is only constructing a portion of Project 58 (approximately 1,176 linear feet) pursuant to this Agreement for Phases 1A and 1B of the Project and the remainder of Project 58 as identified in the TIRZ Agreement will be constructed with later phases; and (2) although the TIRZ Agreement specified a 12-inch reuse water line for Project 53, Developer has agreed to construct a 20-inch reuse water line at the Town's request, subject to receipt of the Impact Fee Credit and the TIRZ Reimbursement for the full Public Improvement Costs (as defined herein) for such reuse water line as further described herein. No upsizing of these projects as described herein shall be required.
- C. Prior to commencing construction of the Water and Reuse Projects (or any portion thereof), Developer shall submit construction plans for the Water and Reuse Projects (or portion thereof) to the Town for review and approval. Upon approval of any such plans, the Town will issue Developer a notice to proceed. Upon completion of the Water and Reuse Projects (or any portion thereof), the Town will accept the applicable Water and Reuse Project(s) (which acceptance will not be unreasonably withheld, conditioned, or delayed) and from and after such acceptance, the Town will own such Water and Reuse Projects and be responsible for all maintenance and operation related thereto. Developer shall secure or shall cause its contractor to secure a maintenance bond, in a form acceptable to the Town, that guarantees payment of the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Water and Reuse Projects, arising from defective workmanship or materials used therein, for a period of two (2) years from the date of the Town's acceptance of the Water and Reuse Projects (or portion thereof, as applicable).

- D. Developer agrees to complete or cause the completion of Project 27, Project 32 – FM 1171 and Project 53 prior to recording of a final plat for Phase 1A of the Project. Developer agrees to complete or cause the completion of Project 29, Project 32 – Stonecrest Road and Project 58 prior to recording of a final plat for Phase 1B of the Project.

4. Impact Fee Credit, TIRZ Reimbursement and Direct Reimbursement.

A. Impact Fee Credit for the Qualified Projects. The Town hereby confirms and represents that the Qualified Projects are capital improvements on the Capital Improvements Plan duly adopted by the Town under Chapter 395, Texas Local Government Code, and, therefore, Developer is entitled to receive credit against impact fees collected for development within Property for the actual cost of design, installation and construction of the Qualified Projects, including without limitation capital costs, construction costs (including without limitation all costs for labor, supplies, equipment, materials, traffic control, permit fees and inspection fees), demolition, remediation of conditions that contaminate public or private land or buildings; clearing and grading of land; financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity; maintenance bonds; material testing costs; staking costs; all soft costs and professional costs, including but not limited to those incurred for engineering, design, architectural, planning, and legal advice; real property assembly costs; organizational costs, including the costs of conducting environmental impact studies or other studies; interest before and during construction; the cost of operating project facilities; including but not limited to all categories of costs shown on **Exhibit E** (with respect to the Qualified Projects) and **Exhibit F** (with respect to the Off-Site Work) and all items listed in Section 395.12, Chapter 395 Texas Local Government Code, but excluding those items listed in Section 395.012(a)(3) (the “Public Improvement Costs”). Developer will receive (1) credit against roadway impact fees collected from the Property up to the amount of the actual Public Improvement Costs for the Roadwork Qualified Projects; and (2) credit against water impact fees collected from the Property up to the amount of the actual Public Improvement Costs for the Water and Reuse Projects (collectively, the “Impact Fee Credit”). The Impact Fee Credit is made pursuant to Chapter 42 Article II of the Flower Mound Code of Ordinances and Chapter 395 of the Texas Local Government Code. An estimate of the total costs for the Qualified Projects is included with **Exhibit E** for informational purposes; however, the Parties acknowledge that **Exhibit E** is merely an estimate and the Impact Fee Credit and/or TIRZ Reimbursement will be based on the actual Public Improvement Costs of each of the Qualified Projects.

B. Evidence of Payments and Provision of the Impact Fee Credit for the Qualified Projects. Upon completion of the Qualified Projects (or any portion thereof), in order to receive the Impact Fee Credit, Developer will furnish the Town with a request for the Impact Fee Credit (or portion thereof) along with any receipts, payment affidavits, invoices or other reasonable documentation evidencing actual Public Improvement Costs (“Evidence of Payments”). The Town shall recognize and confirm the Impact Fee Credit that Developer will receive in writing within fifteen (15) days of receipt of the Evidence of

Payments for the applicable portion of the Qualified Projects. If the Town does not respond within such fifteen (15) day period, the Impact Fee Credit shall be deemed to equal the total amount provided in the Evidence of Payments (and the Town shall be deemed to have approved the same).

C. Carry Forward of Impact Fee Credit and TIRZ Reimbursement for Qualified Projects. After receipt of the Evidence of Payments evidencing the actual Public Improvement Costs for the Qualified Projects, the Town staff will remit the total of the actual Public Improvement Costs to the Town's finance department, which will be booked as an obligation against the Property's impact fees collected and TIRZ Revenues (as defined in the TIRZ Agreement), as set forth in the TIRZ Agreement. The Impact Fee Credit will be applied first to offset any impact fees due from the Project. Then, any unused Impact Fee Credit will be carried forward to future phases of the Development to offset impact fees and simultaneously Developer will also receive the TIRZ Reimbursement (defined below) as detailed further in the TIRZ Agreement, as soon as TIRZ Revenues are collected from the Property. Otherwise stated, if the Impact Fee Credit as applied to the Project fails to reimburse Developer for one hundred percent (100%) of the Public Improvement Costs associated with the Qualified Projects, then Developer will be reimbursed any remaining Public Improvement Costs (i.e., any Public Improvement Costs for the Qualified Projects that were not covered by the Impact Fee Credit applied to the Project) from both (i) Impact Fee Credit for future phases of the Development, and (ii) reimbursement from TIRZ Revenues (as defined in the TIRZ Agreement) in accordance with the TIRZ Agreement (the "TIRZ Reimbursement") until Developer has been reimbursed for the full amount of all Public Improvement Costs for the Qualified Projects.

D. Direct Reimbursement for the Off-Site Work. The Town has agreed to reimburse the Developer for one hundred percent (100%) of the actual Public Improvement Costs for the design and construction of the Off-Site Work, the total amount of which has been calculated to be less than thirty percent (30%) of the cost of all off-site and on-site public infrastructure associated with the Project under this Agreement (which, by way of clarification, includes without limitation the costs of all on-site public infrastructure for both Brookview Phase 1A and Phase 1B, all costs of the Qualified Projects as defined herein, and all costs for the Off-Site Work, based on the current estimate of such infrastructure costs). Upon completion of the Off-Site Work (or any portion thereof), in order to receive reimbursement, Developer will furnish the Town with a request for reimbursement along with Evidence of Payments of the Public Improvement Costs for the Off-Site Work. Town will provide a direct reimbursement to the Developer equal to one hundred percent (100%) of the Public Improvement Costs of the Off-Site Work (the "Direct Reimbursement") within thirty (30) days of receipt of the Evidence of Payments for the Off-Site Work (or portion thereof). For the avoidance of doubt, Developer may submit Evidence of Payments and receive a Direct Reimbursement for separate portions of the Off-Site Work if the Off-Site Work is completed in phases, in its discretion. An estimate of the total costs for the Off-Site Work is included with **Exhibit F** for informational purposes; however, the Parties acknowledge that **Exhibit F** is merely an estimate and the Direct Reimbursement will be based on the actual Public Improvement Costs for the Off-Site Work.

E. The Impact Fee Credit, the TIRZ Reimbursement and/or the Direct Reimbursement (collectively, the “Reimbursements”) shall be (A) subject to Section 13 herein, fully assignable and transferable by Developer to builders or purchasers of all or any portion of the Property; and (B) carried forward until the Reimbursements have been paid and the Developer has been reimbursed in full for all actual Public Improvement Costs for the Qualified Projects and Off-Site Work.

F. The Board agrees to reimburse the Town for all Direct Reimbursements made to Developer pursuant to this Agreement from TIRZ revenues (as defined in the Amended Plan) lawfully available in accordance with the Amended Plan and applicable law; provided that, TIRZ Revenues will be obligated to the Qualified Projects first and the Board will reimburse Developer from TIRZ Revenues (as defined in the TIRZ Agreement) for any Qualified Projects (as defined herein) as described in Section 4.C. herein prior to the Board reimbursing the Town for Direct Reimbursements made to Developer (i.e., the Board’s agreement to reimburse the Town for all Direct Reimbursements herein will not “jump” a Qualified Project (as defined herein) or portion thereof). For the avoidance of doubt, the Board’s reimbursement or any failure of the Board to reimburse the Town for such Direct Reimbursements shall not in any way affect the Town’s obligations hereunder to provide the Direct Reimbursement(s) to Developer.

5. Indemnity. Developer agrees to indemnify, hold harmless, and defend the Town and its officers, agents, and employees from any and all third-party claims, including, but not limited to, third-party claims for damages, attorney’s fees, court costs, third-party judgments, real and personal property damage, personal injury, and death, arising out of Developer’s performance of this Agreement; provided that, the foregoing shall not apply to any liability resulting from the negligence or willful misconduct of the Town, its officers, agents, or employees, and in the event of any such negligence or willful misconduct of the Town, its officers, agents, or employees, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. This indemnity provision shall survive the termination of this Agreement.

6. Captions and Headings. The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify, or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

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

8. Notices. Any notices required or permitted to be given hereunder shall be given by (1) certified or registered mail, return receipt requested; (2) via hand-delivery service that provides a return receipt showing the date of actual delivery of the same to the addressee, or (3) a courier service such as FedEx or United Parcel Service that provides a return receipt showing the date of actual delivery of the same to the addressee. Notice

given in accordance herewith shall be effective upon receipt at the address of the addressee set forth below, or to such other address as either Party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager's Office

with a copy to: Taylor Olson Adkins Sralla & Elam, LLP
6000 Western Place
Suite 200
Fort Worth, Texas 76107

If to the Board: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager's Office

with a copy to: Taylor Olson Adkins Sralla & Elam, LLP
6000 Western Place
Suite 200
Fort Worth, Texas 76107

If to Developer: GRBK Edgewood LLC
5501 Headquarters Drive, Suite 300W
Plano, Texas 75024
Attn: Bobby Samuel, Vice President

with a copy to: Winstead PC
2728 N. Harwood St., Suite 500
Dallas, Texas 75201
Attn: Laura Hoffmann

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

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

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

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

12. Filing in Denton County Deed Records; Covenant Running with the Land.

This Agreement, or a memorandum thereof, shall be filed in the deed records of Denton County, Texas. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exception of (i) the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed; and (ii) common areas owned by a homeowners' association or a property owners' association, as applicable (each a "Fully Improved Lot").

13. Binding Obligation; Assignment. This Agreement shall become a binding obligation of the Parties upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Board warrants and represents that the individual executing this Agreement on behalf of the Board has full authority to execute this Agreement and bind the Board to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot. Developer may assign this Agreement, in whole or in part, and all or part of Developer's right, title, and interest under this Agreement (i) to any person or entity that is controlling, under common control with or controlled by Developer or its parent company; (ii) any person or entity that is or will become an owner of any portion of the Property; and/or (iii) a financial institution or other lender for purposes of granting a mortgage in the Property and/or improvements thereon without the prior consent of the Town or the Board, but upon written notice to the Town and the Board. Except as provided in the preceding sentence, Developer may not assign this Agreement without the Town's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. By way of clarification, assignment by Developer does not require consent from the Board if the Town has consented to such assignment (or if the assignment does not require Town or Board consent per (i)-(iii) above). Following an assignment of the Agreement in accordance with this section, such assignee shall be considered a "Party" for the purposes of this Agreement. The Town and the Board shall not assign this Agreement.

14. Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

15. Mediation. The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Either Party may initiate

negotiations to resolve such a disagreement or conflict by providing written notice to the other Party (the "Initial Notice"), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party's receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years' relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then either Party may (but shall not be obligated to) commence an action in accordance with the requirements of Section 7 herein. Parties shall evenly share the expense of mediation.

16. Default. No Party shall be in default of provisions under this Agreement until written notice of the alleged failure of such Party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than thirty (30) calendar days after written notice of the alleged failure has been given). Upon the occurrence of an uncured default by either Party beyond the applicable notice and cure period, this Agreement may be terminated by the non-defaulting Party by providing written notice of termination to the defaulting Party, which shall be effective when notice is delivered in accordance with the provisions of Section 8, and the non-defaulting Party shall be entitled to all remedies available at law or in equity.

17. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions mandated by the Town pursuant to this Agreement and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order to ascertain whether Developer objects to same. In executing this Agreement, Developer hereby agrees that the development exactions under this Agreement, subject to the Town and the Board fulfilling its commitments under this Agreement including without limitation Developer's receipt of all reimbursements and offsets hereunder, are roughly proportionate to the impact of the Project. In addition, Developer (after receiving all contractual offsets and reimbursements) knows of no development exaction associated with the obligations under this Agreement that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of (1) the Texas Constitution, (2) §212.904 and Chapter 395 of the Texas Local Government Code; and/or (3) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

18. Reservation of Rights. Except for the matters expressly agreed to by the Parties in this Agreement, Developer does not waive any of Developer's rights under the Town's

Code of Ordinances or any state or federal law, including, but not limited to a waiver of any claim of a regulatory taking or illegal exaction or a waiver of any vested rights for the Project or any portion thereof that have already accrued or may accrue in the future under Chapter 245 of the Texas Local Government Code or any other state law.

19. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder, except for any payment obligations hereunder, is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or is declared so by a United States federal authority or the State of Texas or other causes affecting the area in which the Property is located; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed.

20. Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the Town irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the Town may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement.

21. Estoppel. Either Party shall, at any time upon reasonable request by the other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default and the steps required to cure the same), the status of completion of any improvements or infrastructure, the amount of available impact fee credits or reimbursement due, and/or any other obligations set forth in this Agreement.

22. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

23. Texas Government Code Verifications.

- (A) Developer verifies and certifies that it does not and during the duration of this Agreement will not do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended, unless affirmatively declared by the United States government to be excluded from its federal sanction regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization.
- (B) Chapter 2271, Chapter 2274, and Chapter 2276, Texas Government Code only apply to a contract between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Chapter 2271, Chapter 2274, and Chapter 2276, Texas Government Code, therefore, does not apply to a company that has fewer than ten (10) full-time employees, and does not apply to a contract that has a value of less than \$100,000 or is not to be paid wholly or partly from public funds of the governmental entity. For purposes of Sections 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, unless the Developer and/or this contract is not subject to Chapter 2271, Chapter 2274, and Chapter 2276 of the Texas Government Code for one or more of the reasons stated in this subsection, Developer verifies and certifies that it does not and during the duration of this Agreement will not:
 - (i) boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
 - (ii) discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended; or
 - (iii) boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.
- (C) Developer verifies and certifies that it does not and during the duration of this Agreement will not 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.

24. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

25. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit A Legal Description of the Property;

Exhibit B Map Depicting the Location of the Qualified Projects;

- Exhibit C Map Depicting the Location of the Off-Site Roadwork;
- Exhibit D Map Depicting the Location of the Off-Site Trail.
- Exhibit E Estimated Qualified Project Costs; and
- Exhibit F Estimated Off-Site Work Costs.

[Signatures appear on the following pages.]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

Name: _____
Mayor, Town of Flower Mound

STATE OF TEXAS §

§

COUNTY OF DENTON §

 This instrument was acknowledged before me on this the ____ day of _____, 2025, by _____, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

**BOARD OF DIRECTORS OF
REINVESTMENT ZONE NUMBER TWO,
TOWN OF FLOWER MOUND, TEXAS**

By: _____

Name: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

 This instrument was acknowledged before me on this the ____ day of _____, 2025, by _____ of the Board of Directors of Reinvestment Zone Number Two, Town of Flower Mound, Texas, on behalf of the Board.

Notary Public, State of Texas

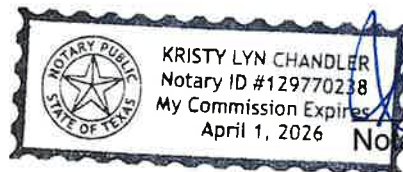
DEVELOPER:

GRBK Edgewood LLC,
a Texas limited liability company

By: 38
Name: Bobby Samuel
Its: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on this the 20 day of August, 2025, by Bobby Samuel, the Vice President of GRBK Edgewood LLC, a Texas limited liability company, on behalf of such company.



Kristy Lyn Chandler
Notary Public, State of Texas

After Recording Return to:

Laura Hoffmann
Winstead PC
2728 N. Harwood St., Suite 500
Dallas, Texas 75201

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Townhome Tract

LEGAL DESCRIPTION

BEING a tract of land situated in the Joel Wilburn Survey, Abstract No. 1416, BBB&C RR CO Survey, Abstract No. 154, and MEP&P RR CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northeast corner of said La Estancia Investments, LP tract and the southeast corner of Lot 1, Block A, Canyon Falls Fire Station 6, an addition to the Town of Flower Mound, recorded in Instrument No. 2015-53 of said Official Public Records, in the west right-of-way line of Union Pacific Railroad (a 100-foot right-of-way);

THENCE with said west right-of-way line of Union Pacific Railroad, South $21^{\circ}18'25''$ West, a distance of 3,179.64 feet to a point for corner;

THENCE departing said west right-of-way line of Union Pacific Railroad, over and across said La Estancia Investments, LP tract, the following courses and distances:

North $68^{\circ}41'35''$ West, a distance of 690.69 feet to a point for corner;

North $16^{\circ}08'14''$ East, a distance of 300.22 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,725.00 feet, a central angle of $06^{\circ}41'49''$, and a chord bearing and distance of North $13^{\circ}02'57''$ West, 201.51 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 201.63 feet to a point for corner;

North $16^{\circ}23'52''$ West, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 975.00 feet, a central angle of $02^{\circ}47'08''$, and a chord bearing and distance of North $15^{\circ}00'18''$ West, 47.39 feet;

In a northwesterly direction, with said tangent curve to the right, an arc distance of 47.40 feet to a point for corner;

North $12^{\circ}15'23''$ East, a distance of 43.84 feet to a point at the beginning of a non-tangent curve to the right with a radius of 640.00 feet, a central angle of $03^{\circ}45'53''$, and a chord bearing and distance of North $75^{\circ}51'41''$ West, 42.04 feet;

In a westerly direction, with said non-tangent curve to the right, an arc distance of 42.05 feet to a point for corner;

North $73^{\circ}58'44''$ West, a distance of 146.86 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of $20^{\circ}48'47''$, and a chord bearing and distance of North $84^{\circ}23'08''$ West, 231.21 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 232.48 feet to a point for corner;

South 85°12'29" West, a distance of 144.94 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,500.00 feet, a central angle of 00°15'20", and a chord bearing and distance of North 04°39'51" West, 6.69 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 6.69 feet to a point for corner;

North 04°32'11" West, a distance M of 1,255.62 feet to a point for corner;

South 48°37'42" East, a distance of 1,693.33 feet to a point at the beginning of a non-tangent curve to the left with a radius of 640.00 feet, a central angle of 26°31'54", and a chord bearing and distance of North 28°20'12" East, 293.72 feet;

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 296.36 feet to a point for corner;

North 15°04'15" East, a distance of 280.52 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 49°40'43", and a chord bearing and distance of North 39°54'37" East, 537.70 feet;

In a northeasterly direction, with said tangent curve to the right, an arc distance of 554.92 feet to a point for corner;

North 64°44'58" East, a distance of 167.49 feet to a point at the beginning of a tangent curve to the left with a radius of 845.00 feet, a central angle of 48°09'05", and a chord bearing and distance of North 40°40'26" East, 689.42 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 710.14 feet to a point for corner in the north line of said La Estancia Investments, LP tract;

THENCE with said north line of the La Estancia Investments, LP tract, South 89°49'48" East, a distance of 109.50 feet to the **POINT OF BEGINNING** and containing 2,699,683 square feet or 61.9762 acres of land.

Single Family Detached
LEGAL DESCRIPTION

BEING a tract of land situated in the Joel Wilburn Survey, Abstract No. 1416, MEP&P RR CO. Survey, Abstract No. 922, and BBB&C RR CO Survey, Abstract No. 154, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the southwest corner of Lot IX, Block SS, Canyon Falls – Retail, an addition to the Town of Flower Mound, recorded in Instrument No. 2019-107 of said Official Public Records and the northwest corner of said La Estancia Investments, LP tract;

THENCE with the north lines of said La Estancia Investments, LP tract, the following courses and distances:

North 89°46'08" East, a distance of 2,475.60 feet to a point for corner;
North 00°24'52" West, a distance of 312.00 feet to a point for corner;
South 89°49'48" East, a distance of 1,513.76 feet to a point at the beginning of a non-tangent curve to the right with a radius of 845.00 feet, a central angle of 48°09'05", and a chord bearing and distance of South 40°40'26" West, 689.42 feet;

THENCE departing said north line of the La Estancia Investments, LP tract, over and across said La Estancia Investments, LP tract, the following courses and distances:

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 710.14 feet to a point for corner;
South 64°44'58" West, a distance of 167.49 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of 49°40'43", and a chord bearing and distance of South 39°54'37" West, 537.70 feet;
In a southwesterly direction, with said tangent curve to the left, an arc distance of 554.92 feet to a point for corner;
South 15°04'15" West, a distance of 280.52 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 26°31'54", and a chord bearing and distance of South 28°20'12" West, 293.72 feet;
In a southwesterly direction, with said tangent curve to the right, an arc distance of 296.36 feet to a point for corner;
North 48°37'42" West, a distance of 1,693.33 feet to a point for corner;
South 04°32'11" East, a distance of 1,255.62 feet to a point at the beginning of a tangent curve to the left with a radius of 1,500.00 feet, a central angle of 00°15'20", and a chord bearing and distance of South 04°39'51" East, 6.69 feet;
In a southerly direction, with said tangent curve to the left, an arc distance of 6.69 feet to a point at the beginning of a compound curve to the left with a radius of 1,500.00 feet, a central angle of 11°36'21", and a chord bearing and distance of South 10°35'42" East, 303.32 feet;

In a southerly direction, with said compound curve to the left, an arc distance of 303.84 feet to a point for corner;

South 16°23'52" East, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,200.00 feet, a central angle of 16°19'01", and a chord bearing and distance of South 08°14'21" East, 340.59 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 341.74 feet to a point at the beginning of a compound curve to the right with a radius of 1,200.00 feet, a central angle of 19°00'11", and a chord bearing and distance of South 09°25'15" West, 396.18 feet;

In a southerly direction, with said compound curve to the right, an arc distance of 398.00 feet to a point for corner;

South 18°55'20" West, a distance of 660.83 feet to a point for corner in the south line of said La Estancia Investments, LP tract and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

THENCE with said north right-of-way line of Cross Timbers Road, the following courses and distances:

North 66°45'26" West, a distance of 105.05 feet to a point for corner;

North 71°03'21" West, a distance of 296.07 feet to a point for corner;

North 41°11'48" West, a distance of 65.31 feet to a point for corner;

North 71°20'28" West, a distance of 100.00 feet to a point for corner;

South 78°30'52" West, a distance of 33.60 feet to a point for corner;

North 71°03'21" West, a distance of 215.89 feet to a point for corner;

North 62°00'53" West, a distance of 217.81 feet to a point for corner;

North 67°46'02" West, a distance of 85.52 feet to a point for corner;

North 81°06'16" West, a distance of 414.25 feet to a point for corner;

North 72°23'07" West, a distance of 169.33 feet to a point for the southwest corner of said La Estancia Investments, LP tract;

THENCE departing said north right-of-way line of Cross Timbers Road, with the west line of said La Estancia Investments, LP tract, North 00°09'38" West, a distance of 2,878.74 feet to the **POINT OF BEGINNING** and containing 7,067,009 square feet or 162.2362 acres of land.

Multifamily Tract

LEGAL DESCRIPTION

BEING a tract of land situated in the MEP&P R.R. CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point for the southeast corner of said La Estancia Investments, LP tract, and being at the intersection of the northwest right-of-way line of Union Pacific Railroad (a 100-foot right-of-way) and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

THENCE with the southeast line of La Estancia Investment, LP tract and said northwest right-of-way line of Union Pacific Railroad, North $21^{\circ}18'25''$ East, a distance of 1,175.54 feet to a point for corner;

THENCE departing said northwest right-of-way line of Union Pacific Railroad, over and across said southeast line of La Estancia Investment, LP tract, the following courses and distances:

North $68^{\circ}41'35''$ West, a distance of 690.69 feet to the **POINT OF BEGINNING**

South $89^{\circ}55'09''$ West, a distance of 416.89 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,200.00 feet, a central angle of $16^{\circ}19'01''$, and a chord bearing and distance of North $08^{\circ}14'21''$ West, 340.59 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 341.74 feet to a point for corner;

North $16^{\circ}23'52''$ West, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,500.00 feet, a central angle of $11^{\circ}36'21''$, and a chord bearing and distance of North $10^{\circ}35'42''$ West, 303.32 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 303.84 feet to a point for corner;

North $85^{\circ}12'29''$ East, a distance of 144.94 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of $20^{\circ}48'47''$, and a chord bearing and distance of South $84^{\circ}23'08''$ East, 231.21 feet;

In an easterly direction, with said tangent curve to the right, an arc distance of 232.48 feet to a point for corner;

South $73^{\circ}58'44''$ East, a distance of 146.86 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of $03^{\circ}45'53''$, and a chord bearing and distance of South $75^{\circ}51'41''$ East, 42.04 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 42.05 feet to a point for corner;

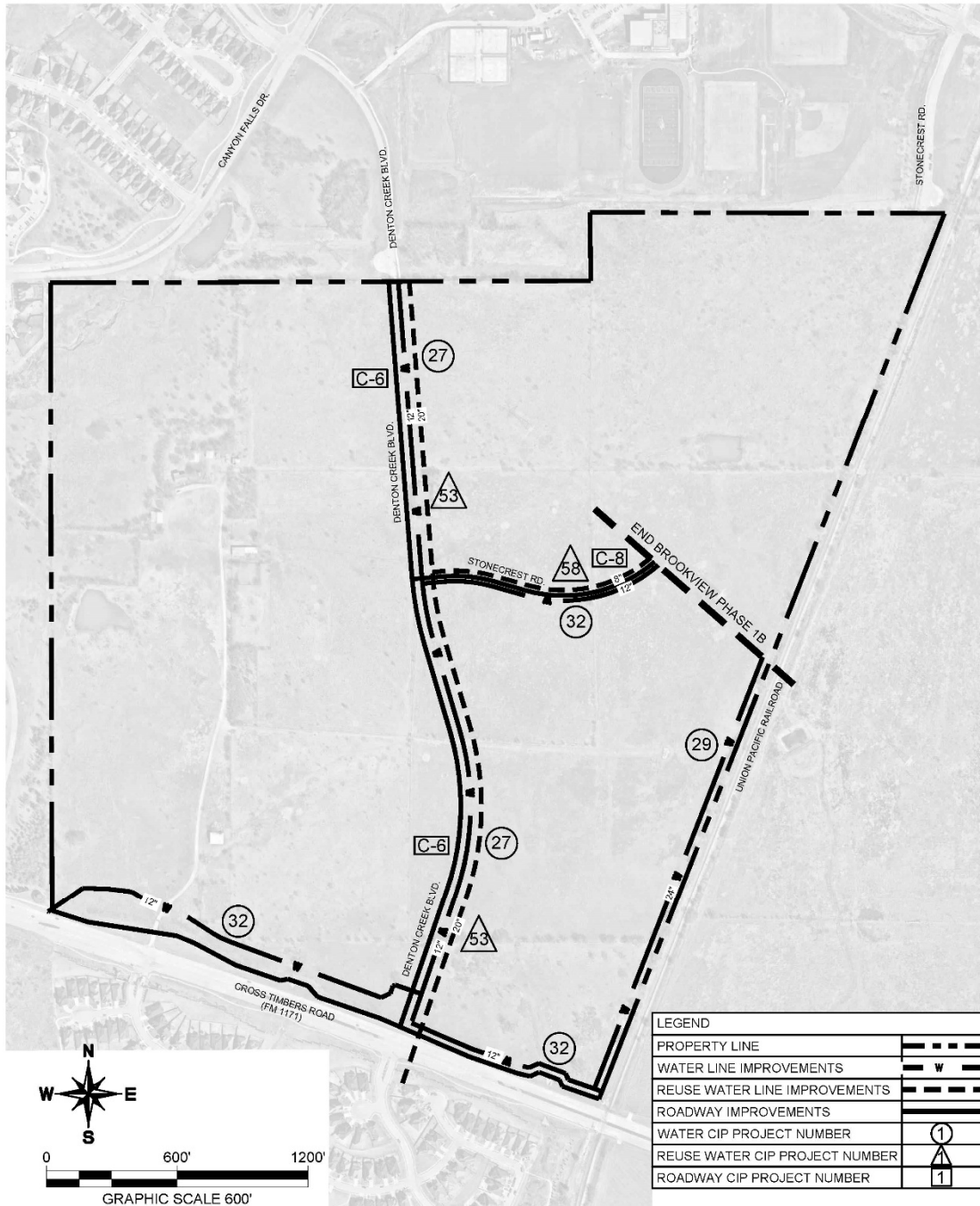
South $12^{\circ}15'23''$ West, a distance of 43.84 feet to a point at the beginning of a non-tangent curve to the left with a radius of 975.00 feet, a central angle of $02^{\circ}47'08''$, and a chord bearing and distance of South $15^{\circ}00'18''$ East, 47.39 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 47.40 feet to a point for corner;

South $16^{\circ}23'52''$ East, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,725.00 feet, a central angle of $06^{\circ}41'49''$, and a chord bearing and distance of South $13^{\circ}02'57''$ East, 201.51 feet;
In a southerly direction, with said tangent curve to the right, an arc distance of 201.63 feet to a point for corner;
South $16^{\circ}08'14''$ West, a distance of 300.22 feet to the **POINT OF BEGINNING** and containing 539,684 square feet or 12.3895 acres of land.

EXHIBIT B

Map Depicting the Location of the Qualified Projects



Brookview - Qualified Projects

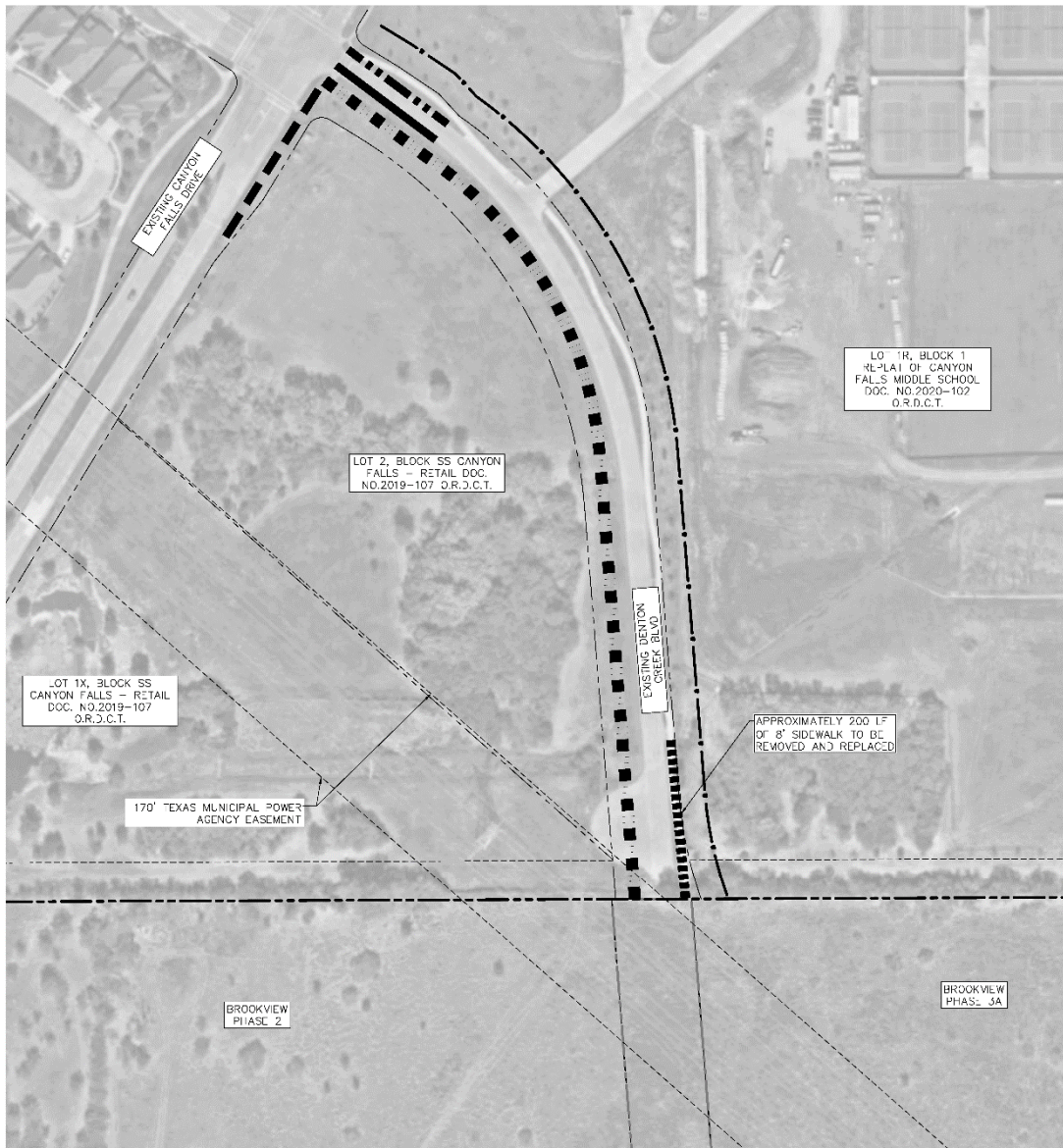
Flower Mound, Texas
June 2025

EXHIBIT C

Map Depicting the Location of the Off-Site Roadwork



LEGEND	
DENTON CREEK BLVD SOUTH-BOUND IMPROVEMENTS	
CANYON FALLS DRIVE RIGHT TURN LANE	
DENTON CREEK BLVD NORTHBOUND RIGHT TURN LANE	
DENTON CREEK BLVD NORTHBOUND LEFT TURN LANE	
DENTON CREEK BLVD - REUSE WL IMPROVEMENTS (20' REUSE WL)	
8' CONCRETE TRAIL (REMOVE & REPLACE EXISTING)	
SUBJECT TRACT PROPERTY LINE	



DENTON CREEK BLVD OFFSITE IMPROVEMENTS

BROOKVIEW

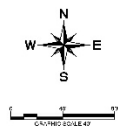
Flower Mound, Texas
June, 2025

Kimley»Horn

12455 Lodi Road
Austin, Texas 78754
Dallas, TX 75240
P: 512.225.3300
F: 512.225.3950
State of Texas Registration No. F-528

EXHIBIT D

Map Depicting the Location of the Off-Site Trails



TOWN TRAIL EXHIBIT

BROOKVIEW

Flower Mound, Texas
June, 2025

Kimley»Horn

19401 Northridge
Austin, Texas 78758
P 512-270-1000
F 512-270-1001
State of Texas Registration No. P-003

EXHIBIT E

Estimated Qualified Project Costs

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY BROOKVIEW - FLOWER MOUND, TX OPC NOTES, ASSUMPTIONS, QUALIFICATIONS, ETC. August 7, 2025 Kimley»Horn

General:

1. This Opinion of Probable Cost (OPC) is based upon the Development Plan prepared by Kimley-Horn dated October, 2024.
2. Land cost, interest, legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, taxes, etc. are not included.
3. Assessments, pro-rata fees, fee credits, fee waivers, etc. are not included.
4. This OPC is prepared without the benefit of detailed design & studies, geotechnical report, potholing, and with limited or no communication with TxDOT, UPRR, TRA, franchise utility providers, or easement owners.
5. Quantities are preliminary and subject to change based on final design.
6. Unit prices are subject to market conditions and may vary from this OPC.
7. Inflation is not factored in this OPC.
8. Cost for material testing should be verified by Client.
9. Costs for Environmental Site Assessments and WQUS Determinations and/or Permits are not included in this OPC.
10. Landscape/Hardscape/Irrigation improvements for open spaces and landscape buffers throughout the development are not included in this OPC and are assumed to be provided by the Client's other consultants.
11. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Bryan Moody, P.E. (469) 914-8720.

CIP Improvements

1. Cost for CIP improvements required for the project have been organized by the Project Number/Name per the Town of Flower Mound's Capital Improvement Plans.
2. TxDOT Turn lane improvements for Cross Timbers (FM 1171) at the intersection of Denton Creek Blvd are included with the CIP Roadway Project C-6 Denton Creek Blvd section.
3. This OPC assumes that CIP Improvements associated with CIP WATER PROJECT 32 WEST SIDE WATER LINE (WEST) and CIP WATER PROJECT 29 HIGHWAY 377/UPRR WATER LINES PHASE II through the Town of Flower Mound property (Retail Tract) will be required as a part of this development. As such, cost for these improvements are included in the applicable sections of this OPC.

Clearing, Excavation, & Erosion Control:

1. Excavation quantities are approximate and will need to be verified with a more detailed mass grading analysis. Excavation quantities assumes 2.0' across the developable acreage.
2. This OPC has been prepared without the benefit of a geotechnical report. Moisture conditioning depths are assumed to be 4' on all pads. This should be verified with a geotechnical report.

Water Improvements:

1. Waterline items include all fittings, tees, and crosses. Fire hydrant line item includes fittings, tee, and valve.

Sanitary Sewer Improvements:

1. This OPC assumes that two connections to existing sewer facilities will be required to provide service to the site. The first connection, which will generally serve the east half of the site, will cross the UPRR in the southeast corner to connect to an existing manhole on a 21" TRA sewer line. The second connection, which will generally serve the west half of the site, will connect to the existing Town of Flower Mound 12" sewer line in the northwest corner of the site.
2. Per coordination with TRA, no metering stations are anticipated or included in this OPC.
3. According to the Water and Wastewater analysis prepared for the Town of Flower Mound as a part of the zoning, the existing 12" sewer line along the northern boundary of the site has adequate capacity to serve the anticipated flow for the connection assumed in this OPC. However, it is more flow than was anticipated by the analysis at the time of zoning, which assumed a portion of the western half of the site would be lifted to the eastern connection. The capacity of the existing 12" sewer line should be verified with the Town.
4. No offsite easement acquisition is anticipated for either proposed connection points.

Storm Sewer/Drainage Improvement:

1. Detention is required per the Town of Flower Mound criteria. This OPC includes 5 detention ponds for the development. This should be verified with a more detailed drainage analysis.

Pavement

1. The road and pavement sections assumed by this OPC are per the Town of Mound criteria.
2. Per the TIA prepared in support of the zoning, it recommended that the median opening at the western street connection to Cross Timbers (FM 1171) be modified to restrict the north and south left turn movements. Cost for the median modifications are included in this OPC as a LS item.
3. A right turn lane from FM 1171 at the western street connection is included in this OPC as a LS item.
4. This OPC does not include any developer sidewalks or trails and assumes that cost for these items will be provided by Client's other consultants as a part of the Landscape/Hardscape/Irrigation improvements.

Town Fees & Miscellaneous:

1. The costs of franchise utility services, Final Geotech Report and SWPPP are assumed and should be verified by the Client.
2. A placeholder for Parkland Dedication is included. The Client should input fair market value of the property or adjust based on credits received/negotiated as a part of the sale of the Retail Tract to the Town.
3. This OPC includes the Town's Park Development Fee. The Client should verify or adjust based on credits received/negotiated as a part of the sale of the Retail Tract to the Town.
4. All Town fees stated herein are subject to change at the discretion of the Town.

 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST BROOKVIEW - FLOWER MOUND, TX COST SUMMARY August 7, 2025			
	PHASE 1A	PHASE 1B	TOTAL
NO. OF LOTS:	313	140	453
CIP IMPROVEMENTS			
A. CIP WATER PROJECT 27 DENTON CREEK BLVD 12" WATER LINE	\$420,565.13	\$0.00	\$420,565.13
B. CIP WATER PROJECT 29 HIGHWAY 377/UPRR WATER LINES PHASE II	\$0.00	\$1,252,021.95	\$1,252,021.95
C. CIP WATER PROJECT 32 WEST SIDE WATER LINE (WEST)	\$356,314.05	\$163,415.48	\$519,729.53
D. CIP REUSE WATER PROJECT 53 DENTON CREEK BLVD SOUTH REUSE LINE	\$1,465,414.88	\$0.00	\$1,465,414.88
E. CIP REUSE WATER PROJECT 58 REUSE CENTRAL CONNECTOR	\$0.00	\$72,334.58	\$72,334.58
F. CIP ROADWAY PROJECT C-6 DENTON CREEK BLVD	\$3,767,698.45	\$128,197.48	\$3,895,895.92
G. CIP ROADWAY PROJECT C-7 & C-8 STONECREST ROAD	\$0.00	\$737,190.46	\$737,190.46
SUB-TOTAL	\$6,009,992.50	\$2,353,159.94	\$8,363,152.43
PLANNING, SURVEY, PLATTING, ENGINEERING & STAKING (10%)	\$600,999.25	\$235,315.99	\$836,315.24
INSPECTION FEES (3.15%)	\$189,314.76	\$74,124.54	\$263,439.30
CONSTRUCTION MATERIALS TESTING (1.5%)	\$90,149.89	\$35,297.40	\$125,447.29
CONTINGENCY (15%)	\$901,498.87	\$352,973.99	\$1,254,472.87
TOTAL	\$7,791,955.27	\$3,050,871.86	\$10,842,827.13

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY						
BROOKVIEW - FLOWER MOUND, TX						
PHASE 1 CIP IMPROVEMENTS						
August 7, 2025						
Kimley»Horn						
PROJECT NAME:	BROOKVIEW	CREATED BY:	SPF	PHASE:	1A	1B
CITY:	Flower Mound, Denton County, Texas	CHECKED BY:	BRM	NO. OF LOTS:	313	140
JOB NUMBER:	065000706	REVISED BY:		GROSS AC:	83.87	22.66
				NET AC:	75.68	21.10

A. CIP WATER PROJECT 27 DENTON CREEK BLVD 12" WATER LINE						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1A		PHASE 1B	
			QUANTITY	TOTAL	QUANTITY	TOTAL
12" P.V.C. WATERLINE	LF	\$87.50	3,525	\$308,437.50	0	\$0.00
12" GATE VALVE & BOX	EA	\$4,000.00	12	\$48,000.00	0	\$0.00
FIRE HYDRANT ASSEMBLY	EA	\$6,850.00	7	\$47,950.00	0	\$0.00
TRENCH SAFETY	LF	\$0.25	3,525	\$881.25	0	\$0.00
TESTING (EXCLUDING GEOTECH)	LF	\$2.00	3,525	\$7,050.00	0	\$0.00
BONDS	%	2.00%	\$ 412,318.75	\$8,246.38	\$ -	\$0.00
TOTAL CIP WATER PROJECT 27 DENTON CREEK BLVD 12" WATER LINE				\$420,565.13		\$0.00

B. CIP WATER PROJECT 28 HIGHWAY 377/UPRR WATER LINES PHASE II						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1A		PHASE 1B	
			QUANTITY	TOTAL	QUANTITY	TOTAL
24" DUCTILE IRON WATERLINE	LF	\$500.00	0	\$0.00	2,210	\$1,105,000.00
24" GATE VALVE & BOX	EA	\$17,500.00	0	\$0.00	5	\$87,500.00
24" AIR RELEASE VALVE	EA	\$15,000.00	0	\$0.00	2	\$30,000.00
TRENCH SAFETY	LF	\$0.25	0	\$0.00	2,210	\$552.50
TESTING (EXCLUDING GEOTECH)	LF	\$2.00	0	\$0.00	2,210	\$4,420.00
BONDS	%	2.00%	\$0.00	\$0.00	\$1,227,472.50	\$24,549.45
TOTAL CIP WATER PROJECT 28 HIGHWAY 377/UPRR WATER LINES PHASE II				\$0.00		\$1,252,021.95

C. CIP WATER PROJECT 32 WEST SIDE WATER LINE (WEST)						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1A		PHASE 1B	
			QUANTITY	TOTAL	QUANTITY	TOTAL
12" P.V.C. WATERLINE	LF	\$87.50	3,090	\$270,375.00	1,155	\$101,062.50
12" GATE VALVE & BOX	EA	\$4,000.00	18	\$72,000.00	9	\$36,000.00
FIRE HYDRANT ASSEMBLY	EA	\$6,850.00	0	\$0.00	3	\$20,550.00
TRENCH SAFETY	LF	\$0.25	3,090	\$772.50	1,155	\$288.75
TESTING (EXCLUDING GEOTECH)	LF	\$2.00	3,090	\$6,180.00	1,155	\$2,310.00
BONDS	%	2.00%	\$349,327.50	\$6,986.55	\$160,211.25	\$3,204.23
TOTAL CIP WATER PROJECT 32 WEST SIDE WATER LINE (WEST)				\$356,314.05		\$163,415.48

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY						
BROOKVIEW - FLOWER MOUND, TX						
PHASE 1 CIP IMPROVEMENTS						
August 7, 2025						
Kimley»Horn						
			PHASE:	1A	1B	
PROJECT NAME:	BROOKVIEW	CREATED BY:	SPF	NO. OF LOTS:	313	140
CITY:	Flower Mound, Denton County, Texas	CHECKED BY:	BRM	GROSS AC:	83.87	22.66
JOB NUMBER:	065000706	REVISED BY:		NET AC:	75.68	21.10

D. CIP REUSE WATER PROJECT 53 DENTON CREEK BLVD SOUTH REUSE LINE						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1A		PHASE 1B	
			QUANTITY	TOTAL	QUANTITY	TOTAL
20" DUCTILE IRON REUSE WATERLINE	LF	\$350.00	3,525	\$1,233,750.00	0	\$0.00
20" GATE VALVE & BOX	EA	\$22,500.00	7	\$157,500.00	0	\$0.00
20" AIR RELEASE VALVE	EA	\$12,500.00	3	\$37,500.00	0	\$0.00
TRENCH SAFETY	LF	\$0.25	3,525	\$881.25	0	\$0.00
TESTING (EXCLUDING GEOTECH)	LF	\$2.00	3,525	\$7,050.00	0	\$0.00
BONDS	%	2.00%	\$1,436,681.25	\$28,733.63	\$0.00	\$0.00
TOTAL CIP REUSE WATER PROJECT 53 DENTON CREEK BLVD SOUTH REUSE LINE			\$1,465,414.88		\$0.00	

E. CIP REUSE WATER PROJECT 58 REUSE CENTRAL CONNECTOR						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1A		PHASE 1B	
			QUANTITY	TOTAL	QUANTITY	TOTAL
8" P.V.C. REUSE WATERLINE	LF	\$53.50	0	\$0.00	1,155	\$61,792.50
8" GATE VALVE & BOX	EA	\$2,175.00	0	\$0.00	3	\$6,525.00
TRENCH SAFETY	LF	\$0.25	0	\$0.00	1,155	\$288.75
TESTING (EXCLUDING GEOTECH)	LF	\$2.00	0	\$0.00	1,155	\$2,310.00
BONDS	%	2.00%	\$0.00	\$0.00	\$70,916.25	\$1,418.33
TOTAL CIP REUSE WATER PROJECT 58 REUSE CENTRAL CONNECTOR			\$0.00		\$72,334.58	

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY						
BROOKVIEW - FLOWER MOUND, TX						
PHASE 1 CIP IMPROVEMENTS						
August 7, 2025						
Kimley»Horn						
			PHASE:	1A	1B	
PROJECT NAME:	BROOKVIEW	CREATED BY:	SPF	NO. OF LOTS:	313	140
CITY:	Flower Mound, Denton County, Texas	CHECKED BY:	BRM	GROSS AC:	83.87	22.66
JOB NUMBER:	065000706	REVISED BY:		NET AC:	75.68	21.10

F. CIP ROADWAY PROJECT C-6 DENTON CREEK BLVD						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1A		PHASE 1B	
			QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING IN RIGHT-OF-WAY	AC	\$1,500.00	8.2	\$12,237.75	0.0	\$0.00
UNCLASSIFIED EXCAVATION IN RIGHT-OF-WAY (2.0 VF OVER NET ACREAGE)	CY	\$3.00	26,325	\$78,974.28	0	\$0.00
SUB-TOTAL CLEARING & EXCAVATION				\$91,212.03		\$0.00
SILT FENCE	LF	\$2.00	5,860	\$11,720.00	0	\$0.00
8" CURLEX	LF	\$1.70	760	\$1,292.00	0	\$0.00
INLET PROTECTION	EA	\$175.00	10	\$1,750.00	0	\$0.00
SUB-TOTAL EROSION CONTROL				\$14,762.00		\$0.00
18" RCP	LF	\$80.00	170	\$13,600.00	0	\$0.00
21" RCP	LF	\$95.00	110	\$10,450.00	0	\$0.00
24" RCP	LF	\$105.00	350	\$36,750.00	0	\$0.00
27" RCP	LF	\$135.00	470	\$63,450.00	0	\$0.00
30" RCP	LF	\$145.00	20	\$2,900.00	0	\$0.00
36" RCP	LF	\$175.00	540	\$94,500.00	0	\$0.00
42" RCP	LF	\$225.00	1035	\$232,875.00	0	\$0.00
48" RCP	LF	\$275.00	55	\$15,125.00	0	\$0.00
4'X4' RCB	LF	\$355.00	330	\$117,150.00	0	\$0.00
5'X4' RCB	LF	\$400.00	605	\$242,000.00	0	\$0.00
5'X4' RCB	LF	\$450.00	0	\$0.00	278	\$125,100.00
10' RECESSED CURB INLET	EA	\$10,000.00	8	\$80,000.00	0	\$0.00
15' RECESSED CURB INLET	EA	\$15,000.00	2	\$30,000.00	0	\$0.00
4'X4' JUNCTION BOX	EA	\$7,000.00	7	\$49,000.00	0	\$0.00
5'X4' SLOPED-END HEADWALL	EA	\$8,500.00	1	\$8,500.00	0	\$0.00
TRENCH SAFETY	LF	\$0.10	3,685	\$368.50	278	\$27.80
TESTING (EXCLUDING GEOTECH)	LF	\$2.00	3,685	\$7,370.00	278	\$556.00
BONDS	%	2.00%	\$1,004,038.50	\$20,080.77	\$125,683.80	\$2,513.68
SUB-TOTAL STORM SEWER				\$1,024,119.27		\$128,197.48

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY						
BROOKVIEW - FLOWER MOUND, TX						
PHASE 1 CIP IMPROVEMENTS						
August 7, 2025						
Kimley»Horn						
			PHASE:		1A	1B
PROJECT NAME:	BROOKVIEW	CREATED BY:	SPF	NO. OF LOTS:	313	140
CITY:	Flower Mound, Denton County, Texas	CHECKED BY:	BRM	GROSS AC:	83.87	22.66
JOB NUMBER:	065000706	REVISED BY:		NET AC:	75.68	21.10
8" REINF. CONCRETE STREET PAVEMENT	SY	\$60.00	26,285	\$1,577,100.00	0	\$0.00
10" LIME SUBGRADE PREPARATION	SY	\$3.75	27,815	\$104,306.25	0	\$0.00
HYDRATED LIME FOR STREET (36#/SY)	TON	\$345.00	501	\$172,731.15	0	\$0.00
TEMPORARY MEDIAN TRANSITION PAVEMENT	SY	\$60.00	560	\$33,600.00	0	\$0.00
PAVEMENT HEADER	LF	\$25.00	124	\$3,100.00	0	\$0.00
BARRICADE	EA	\$2,200.00	5	\$11,000.00	0	\$0.00
CONNECT TO EXISTING PAVEMENT	LF	\$20.00	25	\$500.00	0	\$0.00
BARRIER FREE PEDESTRIAN RAMP	EA	\$3,250.00	19	\$61,750.00	0	\$0.00
SIGNAGE & STRIPING	LF	\$10.00	3,580	\$35,800.00	0	\$0.00
STREET LIGHTS (ARTERIAL)	EA	\$10,000.00	8	\$80,000.00	0	\$0.00
RIGHT TURN LANE AT CROSS TIMBERS	EA	\$250,000.00	1	\$250,000.00	0	\$0.00
LEFT TURN LANE AT CROSS TIMBERS	EA	\$250,000.00	1	\$250,000.00	0	\$0.00
SIGNAGE & STRIPING ALONG CROSS TIMBERS	LF	\$10.00	600	\$6,000.00	0	\$0.00
BONDS	%	2.00%	\$2,585,887.40	\$51,717.75	\$0.00	\$0.00
SUB-TOTAL PAVEMENT				\$2,637,605.15		\$0.00
TOTAL CIP ROADWAY PROJECT C-6 DENTON CREEK BLVD				\$3,767,698.45		\$128,197.48

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY						
BROOKVIEW - FLOWER MOUND, TX						
PHASE 1 CIP IMPROVEMENTS						
August 7, 2025						
Kimley»Horn				PHASE:	1A	1B
PROJECT NAME:	BROOKVIEW	CREATED BY:	SPF	NO. OF LOTS:	313	140
CITY:	Flower Mound, Denton County, Texas	CHECKED BY:	BRM	GROSS AC:	83.87	22.66
JOB NUMBER:	065000706	REVISED BY:		NET AC:	75.68	21.10

G. CIP ROADWAY PROJECT C-7 & C-8 STONECREST ROAD						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1A		PHASE 1B	
			QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING IN RIGHT-OF-WAY	AC	\$1,500.00	0.0	\$0.00	1.6	\$2,359.20
UNCLASSIFIED EXCAVATION IN RIGHT-OF-WAY (2.0 VF OVER NET ACREAGE)	CY	\$3.00	0	\$0.00	5,075	\$15,224.70
SUB-TOTAL CLEARING & EXCAVATION				\$0.00		\$17,583.90
SILT FENCE	LF	\$2.00	0	\$0.00	1,720	\$3,440.00
8" CURLEX	LF	\$1.70	0	\$0.00	0	\$0.00
INLET PROTECTION	EA	\$175.00	0	\$0.00	4	\$700.00
SUB-TOTAL EROSION CONTROL				\$0.00		\$4,140.00
18" RCP	LF	\$80.00	0	\$0.00	140	\$11,200.00
21" RCP	LF	\$95.00	0	\$0.00	150	\$14,250.00
24" RCP	LF	\$105.00	0	\$0.00	0	\$0.00
27" RCP	LF	\$135.00	0	\$0.00	0	\$0.00
36" RCP	LF	\$175.00	0	\$0.00	75	\$13,125.00
42" RCP	LF	\$225.00	0	\$0.00	245	\$55,125.00
4'X4' RCB	LF	\$355.00	0	\$0.00	0	\$0.00
5'X4' RCB	LF	\$400.00	0	\$0.00	0	\$0.00
6'X4' RCB	LF	\$450.00	0	\$0.00	320	\$144,000.00
10' RECESSED CURB INLET	EA	\$10,000.00	0	\$0.00	4	\$40,000.00
4'X4' JUNCTION BOX	EA	\$7,000.00	0	\$0.00	1	\$7,000.00
5'X5' JUNCTION BOX	EA	\$7,750.00	0	\$0.00	1	\$7,750.00
6'X4' SLOPED-END HEADWALL	EA	\$12,500.00	0	\$0.00	1	\$12,500.00
TRENCH SAFETY	LF	\$0.10	0	\$0.00	930	\$93.00
TESTING (EXCLUDING GEOTECH)	LF	\$2.00	0	\$0.00	930	\$1,860.00
BONDS	%	2.00%	\$0.00	\$0.00	\$306,903.00	\$6,138.06
SUB-TOTAL STORM SEWER				\$0.00		\$313,041.06
8" REINF. CONCRETE STREET PAVEMENT	SY	\$60.00	0	\$0.00	4,775	\$286,500.00
8" LIME SUBGRADE PREPARATION	SY	\$3.45	0	\$0.00	5,030	\$17,353.50
HYDRATED LIME FOR STREET (36#/SY)	TON	\$345.00	0	\$0.00	91	\$31,236.30
PAVEMENT HEADER	LF	\$25.00	0	\$0.00	67	\$1,675.00
BARRICADE	EA	\$2,200.00	0	\$0.00	2	\$4,400.00
CONNECT TO EXISTING PAVEMENT	LF	\$20.00	0	\$0.00	36	\$720.00
BARRIER FREE PEDESTRIAN RAMP	EA	\$3,250.00	0	\$0.00	6	\$19,500.00
SIGNAGE & STRIPING	LF	\$10.00	0	\$0.00	1,065	\$10,650.00
STREET LIGHTS (COLLECTOR)	EA	\$7,500.00	0	\$0.00	3	\$22,500.00
BONDS	%	2.00%	\$0.00	\$0.00	\$394,534.80	\$7,890.70
SUB-TOTAL PAVEMENT				\$0.00		\$402,425.50
TOTAL CIP ROADWAY PROJECT C-7 & C-8 STONECREST ROAD				\$0.00		\$737,190.46

EXHIBIT F

Estimated Off-Site Work Costs

[See attached.]

PRELIMINARY ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY DENTON CREEK BLVD EXTENSION - FLOWER MOUND, TEXAS OVERALL COST SUMMARY AUGUST 2025	
	

SUMMARY TABLE	
A. CLEARING, DEMOLITION, & GRADING	\$51,841
B. PAVING IMPROVEMENTS	\$423,799
C. STORM IMPROVEMENTS	\$10,000
D. REUSE WATER IMPROVEMENTS	\$504,290
E. MISCELLANEOUS & OTHER	\$144,420
SUB-TOTAL	
	\$1,134,350
PLANNING, SURVEY, PLATTING, ENGINEERING & STAKING (8%)	\$90,748
CONSTRUCTION MATERIALS TESTING (1.5% OF SECT A-D)	\$14,849
BONDS (2.0% OF SECT B-D)	\$18,762
INSPECTION FEE (3.15% OF SECT B-D)	\$29,550
CONTINGENCY (15%)	\$170,152
TOTAL COST	
	\$1,458,410

- NOTES & ASSUMPTIONS**
- Easement acquisition costs, interest, legal, marketing, financing, overhead, maintenance, insurance, taxes, etc. are not included.
 - This OPC is prepared without the benefit of detailed design & studies, geotechnical information, and with limited or no communication with franchise utility providers, or easement owners within the improvement limits.
 - This OPC is based upon received record drawings of existing Denton Creek Boulevard (North) as prepared by Middleton & Associates, LLC. dated June 2014, as well as recent aerial data of the improvement limits.
 - This OPC assumes that these improvements will be constructed concurrently with Brookview Phases 1A & 1B.
 - Further analysis and study would be necessary to ensure all existing and planned design still satisfies the criteria as listed within the Town of Flower Mound Design Manual & Details.
 - Questions regarding this OPC should be directed to Kimley-Horn and Associates, Bryan Moody, P.E. (469) 914-8720.

PRELIMINARY ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY DENTON CREEK BLVD EXTENSION - FLOWER MOUND, TEXAS			
		OVERALL COST SUMMARY AUGUST 2025	
PROJECT NAME:	Brookview - Denton Creek Blvd Extension	CREATED BY:	SPF
CITY:	FLOWER MOUND, DENTON COUNTY	CHECKED BY:	BRM
JOB NUMBER:	065000706	REVISED BY:	

A. CLEARING, DEMOLITION, & GRADING				
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
CLEARING / GRUBBING WITHIN RIGHT-OF-WAY	AC	\$1,500.00	1.6	\$2,340
UNCLASSIFIED EXCAVATION IN RIGHT-OF-WAY (2.0 VF OVER NET ACREAGE)	CY	\$3.00	5,034	\$15,101
REMOVE EXISTING PAVEMENT	SY	\$20.00	800	\$16,000
SAWCUT & REMOVE EXISTING CURB & GUTTER	LF	\$40.00	385	\$15,400
REMOVE EXISTING BARRIER FREE RAMP	EA	\$250.00	4	\$1,000
REMOVE EXISTING SIDEWALK	SY	\$10.00	200	\$2,000
TOTAL - CLEARING, DEMOLITION, & GRADING				\$51,841

B. PAVING IMPROVEMENTS				
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT - DENTON CREEK BLVD SOUTH IMPROVEMENTS	SY	\$60.00	3,565	\$213,900
10" LIME SUBGRADE PREPARATION - DENTON CREEK BLVD SOUTH IMPROVEMENTS	SY	\$3.75	3,832	\$14,371
HYDRATED LIME FOR STREET (45#/SY) - DENTON CREEK BLVD SOUTH IMPROVEMENTS	TON	\$345.00	87	\$30,015
8" REINF. CONCRETE STREET PAVEMENT - DENTON CREEK BLVD NORTH IMPROVEMENTS	SY	\$60.00	500	\$30,000
10" LIME SUBGRADE PREPARATION - DENTON CREEK BLVD NORTH IMPROVEMENTS	SY	\$3.75	538	\$2,016
HYDRATED LIME FOR STREET (45#/SY) - DENTON CREEK BLVD NORTH IMPROVEMENTS	TON	\$345.00	13	\$4,485
8" REINF. CONCRETE STREET PAVEMENT - RIGHT TURN LANE (CANYON FALLS DRIVE)	SY	\$60.00	215	\$12,900
10" LIME SUBGRADE PREPARATION - RIGHT TURN LANE (CANYON FALLS DRIVE)	SY	\$3.75	231	\$867
HYDRATED LIME FOR STREET (45#/SY) - RIGHT TURN LANE (CANYON FALLS DRIVE)	TON	\$345.00	6	\$2,070
MEDIAN NOSE STAMPED CONCRETE	SY	\$100.00	70	\$7,000
INSTALL 6" CURB	LF	\$25.00	165	\$4,125
CONNECT TO EXISTING PAVEMENT	LF	\$10.00	760	\$7,600
BARRIER FREE RAMP	EA	\$3,250.00	4	\$13,000
5' CONCRETE SIDEWALK	LF	\$40.00	1,250	\$50,000
8' CONCRETE SIDEWALK	LF	\$65.00	200	\$13,000
SIGNAGE & STRIPING (INCLUDING REMOVAL OF EXISTING STRIPING & SIGN REMOVAL/RELOCATION)	LF	\$15.00	1,230	\$18,450
TOTAL - PAVING				\$423,796

C. STORM IMPROVEMENTS				
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
INSTALL INLET TOP ON EXISTING 14" OPEN CURB INLET	EA	\$7,500.00	1	\$7,500
CLEANING & INSPECTION OF EXISTING STORM DRAIN & INLET	LS	\$2,500.00	1	\$2,500
TOTAL - STORM				\$10,000

PRELIMINARY ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY			
DENTON CREEK BLVD EXTENSION - FLOWER MOUND, TEXAS			
Kimley»Horn		OVERALL COST SUMMARY	
		AUGUST 2025	
PROJECT NAME:	Brookview - Denton Creek Blvd Extension	CREATED BY:	SPF
CITY:	FLOWER MOUND, DENTON COUNTY	CHECKED BY:	BRM
JOB NUMBER:	065000706	REVISED BY:	

D. REUSE WATER IMPROVEMENTS				
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
20" REUSE WATERLINE - DUCTILE IRON	LF	\$350.00	1,240	\$434,000
20" GATE VALVE & VAULT	EA	\$22,500.00	2	\$45,000
AIR RELEASE VALVE	EA	\$12,500.00	1	\$12,500
DEMOLISH EXISTING 12" WATERLINE & STRUCTURES	LS	\$10,000.00	1	\$10,000
TRENCH SAFETY	LF	\$0.25	1,240	\$310
TESTING (EXCLUDING GFOTFCH)	LF	\$2.00	1,240	\$2,480
TOTAL - REUSE WATER				\$504,290

E. MISCELLANEOUS & OTHER				
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
STREET LIGHT	EA	\$10,000.00	4	\$40,000
ADJUST VALVE BOX RIM ELEVATION	EA	\$1,000.00	1	\$1,000
TRAFFIC CONTROL	LS	\$50,000.00	1	\$50,000
SILT FENCE	LF	\$2.00	2,500	\$5,000
INLET PROTECTION	EA	\$175.00	2	\$350
OFFSITE 12' TRAIL ALONG FM 1171 (SEE EXHIBIT C - OFFSITE TRAILS)	LF	\$95.00	506	\$48,070
TOTAL - MISCELLANEOUS				\$144,420



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

DATE: October 20, 2025
FROM: Robert Pegg, Assistant Director of Engineering
ITEM: **Consider approval of an ordinance of the Town of Flower Mound, Texas, amending Article VI, "Water Conservation," of Chapter 70, "Utilities," of Subpart A, "General Ordinances," of the code of ordinance, Town of Flower Mound, Texas, by adopting a long-term water conservation plan, short-term water conservation plan, and emergency water demand management plan.**

BACKGROUND: The Upper Trinity Regional Water District (UTRWD) serves as the primary water supplier for the Town of Flower Mound. To improve coordination between the Town and UTRWD, Chapter 70 of Article VI is being revised to align the Town's Water Conservation and Emergency Water Plans with those of UTRWD's updated Water Conservation and Drought Contingency Plan as passed by UTRWD in 2024. This establishes a year-round day of the week schedule for outdoor watering and reduces our stages from 4 to 3 (shifting our stage numbers).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

LEGAL REVIEW: Brennan Lafferty, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance.

ATTACHMENTS:

1. Proposed 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 VI, "WATER CONSERVATION," OF CHAPTER 70, "UTILITIES," OF SUBPART A, "GENERAL ORDINANCES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY ADOPTING A LONG-TERM WATER CONSERVATION PLAN, SHORT-TERM WATER CONSERVATION PLAN, AND EMERGENCY WATER DEMAND MANAGEMENT PLAN; PROVIDING FOR THE IMPLEMENTATION, ADMINISTRATION, AND ENFORCEMENT THEREOF; PROVIDING THIS ORDINANCES 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 Texas Commission on Environmental Quality requires the Town to adopt and periodically update water conservation and drought contingency plans in accordance with Title 30, Texas Administrative Code, Chapter 288; and

WHEREAS, the Town Council of the Town of Flower Mound (the "Town Council") finds that adopting updated water conservation measures, including long-term and short-term water conservation plans, as well as an emergency water demand management plan, is necessary to promote the efficient use of water, reduce waste, ensure an adequate supply, and protect the public health, safety, and welfare; and

WHEREAS, the Town Council further finds that these plans comply with the requirements of the Texas Commission on Environmental Quality, the Texas Water Development Board, and applicable state law.

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.

Article VI, "Water Conservation," of Chapter 70, "Utilities," of Subpart A, "General Ordinances," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended in its entirety to read as follows:

"ARTICLE VI. WATER CONSERVATION

DIVISION 1. - GENERALLY

Secs. 70-441—70-460. - Reserved.

DIVISION 2. - LONG-TERM WATER CONSERVATION PLAN³

Sec. 70-461. - Purpose and goals.

- (a) The purpose of this long-term water conservation plan is to encourage and promote efficient use of water resources, and to outline a strategy for achieving such efficiency.
- (b) Opportunities for conservation exist through public education efforts, plumbing fixture improvements, and the responsible use of water that may allow the Town and its customers to save water. This plan addresses various opportunities to conserve water and establishes specific strategies to realize those opportunities.
- (c) Current Texas Commission on Environmental Quality ('TCEQ') rules require the adoption of specific water conservation five-year and ten-year goals as part of the conservation plan. No enforcement action will be taken against the Town by TCEQ if these proposed goals are not met. The following table summarizes the Town's five-year and ten-year goals using 2023 per capita water usage as the benchmark, since it was the driest of the last five years. This complies with current TCEQ guidelines.

Town per Capita Target Water Savings Goals			
Description	Current Average (GPCD)	5-Year Goal (GPCD)	10-Year Goal (GPCD)
Annual Average Per Capita Day Use	210.10	205.90	199.72

Sec. 70-462. - Conservation methods.

The objective of water conservation is to permanently reduce the quantity of water required per person per day for living and business activities. The water conservation methods recommended by the Texas Water Development Board ('TWDB') guidelines for municipal water conservation and emergency demand management are as follows:

- (1) Education of the public and provide information to each retail customer;
- (2) Plumbing codes to promote conservation;
- (3) Retrofit of existing plumbing devices where warranted;
- (4) Conservation oriented rate structure;
- (5) Universal metering and meter repair and replacement;
- (6) Water conservation landscaping practices;
- (7) Irrigation practices;
- (8) Water audits and leak detections;
- (9) Recycling and reuse of treated wastewater wherever practical;
- (10) Assumption of water supply corporations that are located within the town's corporate limits and conversion to surface water supply;
- (11) Pressure control; and
- (12) Encourage water conservation by owners of private water wells.

Sec. 70-463. - Conservation program.

This water conservation program is organized according to the conservation methods outlined above, and each method is described below. At the conclusion of this Article, the steps involved in implementation and enforcement are outlined.

Sec. 70-464. - Public information and education.

The following shall be done to inform and educate the public concerning long-term water conservation:

- (1) Hold public meetings during the course of major water and wastewater projects to explain the purpose of the project and available alternatives and explain how growth or usage is affecting the need for the project.
- (2) Have on display at the Town of Flower Mound offices at least three conservation items, conveniently organized to encourage customer use.

- (3) Mail water conservation brochures appropriate for the season to each retail customer. The number of brochures mailed on an annual basis will be adjusted to maintain the effectiveness of the program. The program may include the following:

Item	Frequency
a. Water conservation message	Annually
b. Water conservation brochure or bill stuffers	Annually
c. Information on conservation programs such as leak detection or reuse	As Necessary
d. Instructions for additional information	Included with Utility Bills

- (4) Encourage local media coverage of water conservation issues and the importance of water conservation.
- (5) Make information on water conservation available on the Town website and include links to the Texas Smartscape website and to other sites with good information about water conservation, including TWDB and TCEQ.
- (6) Make information on water conservation available on Flower Mound TV ('FMTV').
- (7) Notify local organizations, schools, and civic groups that Town staff, and staff of Upper Trinity Regional Water District ('UTRWD'), are available to make presentations on the importance of water conservation and the best ways to save water.

Sec. 70-465. - Water conserving plumbing fixtures.

The Town will inform customers about water-conserving plumbing fixtures and encourage the use of such fixtures when replacing fixtures in existing homes and commercial and public buildings. The Town shall require all plumbing fixtures to meet the water conservation standards established in V.T.C.A., Texas Health and Safety Code, § 372.002.

This program will be implemented by code inspectors and monitored by the Town Manager or their designated representative and shall become effective on the effective date of the adoption of this plan. It is not expected to increase the costs of code enforcement.

Sec. 70-466. - Reserved.

Sec. 70-467. - Conservation oriented rate structure.

- (a) The Town recognizes that an increasing block rate structure will encourage water users to reduce water use and, thereby, increase water conservation. With an

increasing block rate, the price per one thousand (1,000) gallons of water increases as the quantity used increases, thereby discouraging excessive and wasteful water use.

- (b) The Town has an increasing block rate structure, information about which can be found on the Utility Billing page of the Town's website.

Sec. 70-468. - Metering and meter testing.

The purpose of metering is to measure the quantity of water being distributed to customers throughout the system, to account for all the water being produced, and to accurately bill for the quantity of water delivered to each customer. The Town recognizes the need for universal and accurate metering. The Town's schedule for testing meters is as follows:

- (1) Compound meters two inches and larger and HPT meters three inches and larger—Test, calibrate and repair annually.
- (2) Meters two inches or smaller—Test and/or replace every ten years.

These activities can be performed by the Town as a part of its routine operation and maintenance activities. It will be monitored by the meter services section. Metering devices shall have an accuracy of plus or minus five percent (5%). It is expected that the costs will be offset by more accurate accounting and billing, resulting in enhanced revenues.

Sec. 70-469. - Water conservation landscaping.

Well designed and properly maintained demonstration landscapes located in parks and other highly visible areas will promote the water-conserving landscape concept. As opportunities occur, the Town will plan drought-tolerant landscaping for its parks and other facilities. Such landscaping should emphasize native species and low water consuming plant types. The Town will also encourage garden clubs, developers and customers to implement water efficient landscaping.

Sec. 70-470. - Irrigation practices.

Seeking to promote the efficient use and stewardship of water, The Town has implemented the following landscape water management strategies:

- (a) Time of Day Watering. All users shall refrain from lawn and garden watering, or irrigation, between the hours of 10am to 6pm.
- (b) Watering Maximum of Two Days Per Week. All users shall limit outdoor watering (automatic systems or hose-end sprinklers) to no more than two (2) days per week, following the schedule as listed below. Irrigation of landscaped areas is permitted

at any time if it is by means of a hand-held hose, faucet-filled bucket, drip irrigation, water collected via on-site rainwater harvesting, or well water sourced from an on-site water well. Irrigation with well water requires visible signage stating it as such. Properties under development and watering for the establishment of new landscaping are exempted from this schedule prior to final irrigation review.

Last Digit of Single-Family Residential Address	Allowed Watering Day
EVEN	Tuesday and Friday
ODD	Wednesday and Saturday
All Non-Residential, Commercial, HOA X lots/ common areas, and Multi-Family properties	Monday and Thursday

The Town will explore opportunities for conserving water through improved irrigation practices, including:

- (1) Prohibiting wasteful uses of water from irrigation systems, such as:
 - a. Overwatering lawns and gardens in excess of what is required, thereby causing water to escape from irrigated areas or run off into gutters, ditches, streets, sidewalks, and other surface drains;
 - b. Watering during the heat of the day when losses due to evaporation are high; or
 - c. Operating sprinkler systems during periods of rainfall.
- (2) The partitioning of any given irrigation system so as to provide sequential operation of segments of the system rather than simultaneous operation.
- (3) The distribution of a brochure providing helpful tips when a permit is issued for a sprinkler system and periodically thereafter.
- (4) Require all new irrigation systems comply with state design and installation standards (TAC Title 30, Part 1, Chapter 344).

Sec. 70-471. - Water audits and leak detection.

- (a) The Town is aware of potential savings from leak detection studies and water audits. The Town is committed to maintain low unaccounted-for water losses in its water system, and in recent years has experienced less than ten percent loss because of the responsiveness of the various utility service departments and a relatively new water system. The five-year and ten-year water loss goals are five percent and four percent, respectively.
- (b) Audit results will continue to be evaluated. In addition, the Town will conduct periodic visual inspections of the distribution system, conduct annual leak

detection activities, and repair leaks in the distribution system to control unaccounted for losses of water.

Sec. 70-472. - Wastewater recycling and reuse.

- (a) The leading types of potential recycling and reuse projects are:
 - (1) Use of wastewater effluent for irrigation of parks and/or golf courses.
 - (2) Transmission of wastewater effluent to a surface water reservoir project for treatment and reuse as a public water supply.
 - (3) Installation of gray water (water from the washing machine, showers, and bathtubs) tanks in homes for lawn and landscape watering.
 - (4) Recycling and reuse of treated effluent by, or for, industrial, commercial and institutional customers—as well as for irrigation of open space, such as parks and golf courses.
- (b) The Town has two reuse water master plans that take advantage of nearby wastewater treatment plant effluent, one was adopted in 2014 and covers the Denton Creek area of Flower Mound and the other was adopted in 2018 and covers the Lakeside area of Flower Mound. The treatment of wastewater effluent is recognized as an excellent method of conserving drinking water through the use of reuse water for irrigation purposes.
- (c) Commercial properties with outdoor irrigation and access to the Town's reuse infrastructure are prohibited from using potable water for outdoor irrigation.

Sec. 70-473. - Pressure control.

The Town recognizes that adequate pressure control throughout its distribution system can improve water conservation. The transmission system should be sized to maintain a minimum pressure of forty (40) psi during normal operating conditions and a minimum pressure of twenty (20) psi during extreme operating conditions. In addition, pressures above ninety (90) psi are undesirable and should be avoided. The maximum pressure in extreme conditions should be limited to one hundred and twenty (120) psi because high operating pressure will result in increased system maintenance and increased operational cost. The transmission system should also be sized to limit maximum velocity in the transmission system to seven (7) cubic feet per second.

Sec. 70-474. - Enforcement of article provisions.

- (a) The water conservation plan will be implemented and enforced under the general direction of the Town Manager or their designated representative. Methods and costs of implementation are described below:

- (1) *Public information and education.* The Town will make copies available of the water conservation plan, including copies of the water conservation methods, to customers, civic groups and other groups upon request. Also, copies of the plan and literature will be given to the local newspapers for use in writing water conservation articles.
 - (2) *Water conservation plumbing fixtures.* The V.T.C.A., Texas Health and Safety Code, § 372.002, et seq., sets out conservation standards for plumbing fixtures sold within Texas. These standards are listed in section 70-465, above.
 - (3) *Water conserving landscape.* The Town will cooperate with the UTRWD in informing nurseries and the public of plants and shrubs that are native to the area. The budget for this activity will be included in the budget for public information and education.
 - (4) *Leak detection and water audits.* The Town will be alert to leak detection, will emphasize water audits, and will repair leaks to save water and reduce operation costs. Technical assistance for leak detection and water audits is available from the TWDB and from the UTRWD. No budget increase is expected for this water conservation activity.
 - (5) *Wastewater reuse and recycling.* The use of wastewater effluent from the central sewage collection and treatment system for irrigation of parks, golf courses, or forage crops is incorporated into the Town's water master plan. Other opportunities will be considered. Any such use must be planned and evaluated on an individual basis. Also, opportunities for recycling and reuse of effluent by or for, industrial, commercial and institutional customers will be explored.
- (b) The use of gray water systems for lawn and landscape watering is permitted in compliance with Texas Administrative Code, § 285.80.
 - (c) The Town encourages water reuse and recognizes that the cost of water reuse will be borne by the beneficiaries. To the extent that water reuse saves water and lowers monthly water bills, the benefits can be used to repay the costs of reuse projects.
 - (d) The Town Manager or their designated representative will be responsible for implementation of the water conservation program. Punitive enforcement measures are not expected to be required. By adoption of this plan, the Town is directing and authorizing the Town Manager or their designated representative to take all steps reasonably necessary to implement and enforce the plan.

Sec. 70-475. - Review and evaluation.

The Town shall maintain a record management system to record water pumped, delivered, sold and lost, which allows the classification of water sold and used by user categories (i.e., single and multi-family residential, commercial, public and institutional, and industrial).

The Town is required to submit an annual water conservation implementation report to TCEQ and TWDB. Said reports must be completed by May 1 of the following year for the previous year and used to monitor the effectiveness and efficiency of the town water conservation program. The results of the report may also be used to plan conservation-related activities for the following year. A copy of the report will also be sent to UTRWD, which will monitor the regional water conservation trends.

As required by TCEQ rules, the town will review the plan every five years. The plan will be updated, as appropriate, based upon new or updated information. Should the plan be revised during any five-year period, an amended plan must be submitted to TCEQ within ninety (90) days of being adopted.

Sec. 70-476. - Contracts with other political subdivisions.

The Town sells water to one small water supply corporation for resale.

- (1) Customer data for wholesale customer is as follows:
Red Rock Water Supply Corporation
P.O. Box 270103
Flower Mound, TX 75027
Annual usage in 2023: 11.4MG
- (2) *Contract requirements for successive customer conservation.* The Town will include a requirement in every water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements of Title 30 TAC Chapter 288. If the customer intends to resell the water, then the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of 30 TAC Chapter 288.

Sec. 70-477. - Coordination with regional planning groups.

The Town will provide a copy of this water conservation plan to the Region C Water Planning Group, which is responsible for developing regional water use information for the planning of future water needs. The Town will cooperate with regional water agencies by providing information, participating in cooperative conservation programs, and with

usage reductions initiated as a result of drought or other conditions. In addition, a copy of this approved plan will be sent to both TCEQ and TWDB.

Secs. 70-478—70-500. - Reserved.

DIVISION 3. - SHORT-TERM WATER CONSERVATION PLAN

Sec. 70-501. - Purpose and goals.

- (a) The purpose of the annual water conservation plan is to establish the Town's policy and procedures in reference to the use of potable water for outdoor watering and to encourage the prudent application of water to lawns and landscaping plants.
- (b) Waste of water shall be prohibited, including such actions as permitting water to escape from irrigated areas or runoff into gutters, ditches, streets, sidewalks, and other surface drains; failing to promptly repair a controllable leak due to deficient plumbing after discovery; and other obvious wasteful uses.

Sec. 70-502. - Public education and information.

Public information that can make the most immediate impact is the encouragement for proper watering of lawns and landscaping. Proper watering of lawns can further reduce usage while improving the health of the lawns at the same time. Information on outdoor water use will be published in the town's newsletter.

Sec. 70-503. - Water conserving plumbing fixtures.

The Town shall require water conserving fixtures on all new construction in the Town.

Secs. 70-504—70-520. - Reserved.

DIVISION 4. - EMERGENCY WATER DEMAND MANAGEMENT PLAN

Sec. 70-521. - Purpose and goals.

The purpose of this emergency water demand management plan is to establish an orderly strategy for preserving and managing an adequate supply of water to protect and preserve the public health, safety and welfare of citizens and the general public from situations that threaten to interrupt or otherwise prevent the Town from providing continuous water service.

Sec. 70-522. - Trigger conditions.

The following three stages of drought or water storage and pumping conditions shall be used to determine the degree of urgency for initiation and implementation of the management plan measures.

- (1) *Stage 1 triggers—Water watch.* Water watch conditions exist upon discovery or notification of potentially serious water management situations that can be managed through both mandatory and voluntary reductions in water use. Customers shall be requested to adhere to both voluntary and mandatory measures to conserve water and adhere to the prescribed restrictions on certain nonessential water uses provided in the emergency management measures section of this plan. These conditions shall include any of the following:
 - a. Either average daily water demand reaches ninety percent (90%) of available supply for two consecutive days; or
 - b. Average daily water demand reaches ninety percent (90%) of the Town's water distribution system pumping capacity for two consecutive days; or
 - c. Failures occur with town or wholesale supplier equipment or systems that result in a situation where demand reaches ninety percent (90%) of remaining supply or system capacity; or
 - d. Wholesale suppliers implement restrictive measures that require customers to implement similar restrictions for reasons such as conserving reservoir levels, maintaining system pressures, water treatment capacity or other items requiring cooperation.

Stage 1 of the plan may be terminated when Stage 1 conditions no longer exist and would be unlikely to recur upon termination.

- (2) *Stage 2 triggers—Water warning.* A water warning condition exists because of a failure of Stage 1 management measures to reduce demand for water, or failures with equipment, inadequate supply, or diminished system capacity prevents meeting demand for water. Customers shall be required to comply with the requirements and mandatory restrictions on certain nonessential water uses provided in the emergency management measures section of this plan. These conditions shall include any of the following:
 - a. Either average daily water demand reaches ninety-five percent (95%) of available supply for two consecutive days; or

- b. Average daily water demand reaches ninety-five percent (95%) of the Town's water distribution system pumping capacity for two consecutive days; or
- c. Failures occur with town or wholesale supplier equipment or systems that result in a situation where demand reaches ninety-five percent (95%) of remaining supply or system capacity; or
- d. Wholesale suppliers implement restrictive measures that require customers to implement similar restrictions for reasons such as conserving reservoir levels, maintaining system pressures, water treatment capacity or other items requiring cooperation.

Stage 2 of the plan may be terminated when the Stage 2 conditions no longer exist and would be unlikely to recur upon termination.

(3) *Stage 3 triggers—Water emergency.* A water emergency condition exists because of a failure of Stage 2 management measures to reduce demand for water. This condition reflects the Town's impaired ability to provide water service as a result of unforeseen failures and inadequacies in equipment and supply. Customers shall be required to comply with the requirements and mandatory restrictions on certain nonessential water uses provided in the emergency management measures section of this plan. These conditions shall include any of the following:

- a. Either average daily water demand reaches ninety-eight percent (98 %) of the Town's water distribution system pumping capacity for one day; or
- b. The water system is contaminated either accidentally or intentionally; or
- c. Major waterline breaks, or pump or system failure occurs causing unprecedented loss of capacity to provide treated water service; or
- d. Wholesale suppliers implement restrictive measures that require customers to implement similar restrictions for reasons such as conserving reservoir levels, maintaining system pressures, water treatment capacity, or other items requiring cooperation.

Stage 3 of the plan may be terminated when Stage 3 conditions no longer exist and would be unlikely to recur upon termination.

Sec. 70-523. - Emergency management measures.

Adoption of this plan includes authorization for the Town Manager or designated representative to implement the following emergency management measures in response to the aforementioned trigger conditions for the various levels of severity for drought or emergencies:

- (1) *Stage 1 response—Water watch.* Water watch measures impose usage restrictions on consumers to conserve water to avoid activation of more limiting management measures, or because Stage 1 conditions require immediate implementation of Stage 1 measures. The Stage 1 management measures provide for limiting use and enforcement of the restrictions. The target of water watch measures is to achieve a five percent (5%) reduction in total gallons per capita day ('GPCD') usage.

Specific actions taken during any drought situation will be determined by the Town Manager or their designated representative. The Town Manager or their designated representative may also take other actions not listed, if deemed necessary. The actions available under this measure include the following mandatory water use restrictions for reducing demand which provide a menu of possible actions collectively and for different classes of water users as follows:

- a. *All water users.*

1. Required reduction of water use through continued mandatory day-of-week landscape watering schedule and required watering only during off-peak hours. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Tuesday and Friday for residential customers with a street address ending in an even number (0, 2, 4, 6, or 8) and Wednesday and Saturday for residential customers with a street address ending in an odd number (1, 3, 5, 7, or 9) and Monday and Thursday for all Non-Residential, Commercial, HOA X lots/ common areas, and Multi-Family properties.. Irrigation is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 6:00 p.m. and 12:00 midnight on the customers' designated watering days. Apartments, office building complexes, or other property containing multiple addresses shall be identified under Non-Residential, Commercial, HOA X lots/ common areas, and Multi-Family properties. Irrigation of landscaping areas is permitted at anytime if it is by means of a hand-held hose, faucet-filled bucket, drip irrigation, water collected via on-site rainwater harvesting, or well water sourced from an on-site water well. Irrigation with well water

requires visible signage stating it as such. Properties under development and watering for the establishment of new landscaping are exempted from this schedule prior to final irrigation review.

2. Restrict operation of ornamental fountains or ponds to initial filling except where necessary to support aquatic life or where fountains or ponds are equipped with a recirculation system.
3. Prohibit recreational water use including the use of faucets, hoses, or hydrants that use water in such a manner as to allow run-off or other waste.
4. Restrict washing of any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle to the use of a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks, and vehicles used to transport food or perishables.
5. Filling of swimming pools following new construction is allowed during Stage 2 management measures. However, filling of existing swimming pools following maintenance or to maintain water levels is considered outside use and must comply with the schedule outlined in the Stage 1 management measures.
6. Prohibit hosing off of paved areas, buildings, windows, and other surfaces.
7. Watering of new plantings (first year) of trees, shrubs, herbaceous plants, and turf will require obtaining a variance from the Director of Public Works. The variance will only be given for the length of time needed to establish the planting.
8. Wasting of water shall be prohibited, including such actions as: permitting an excessive amount of water to escape from the irrigated areas or run off into gutters, ditches, streets, and other surface drains; failing to promptly repair a controllable leak after discovery; and other obvious wasteful uses.
9. Certain construction related activities using significant amounts of water, such as new water line flushing and paving

construction will not be allowed without prior approval from the Director of Public Works.

b. *Municipal government.*

1. Accelerate public education campaign teaching and encouraging reduced water use practices.
2. Reduce frequency of Town vehicle washing or rinsing by fifty percent (50%).
3. Continue intensified leak detection and repair activities on waterlines.
4. Prohibit operation of ornamental fountains and ponds by municipal government.
5. Require reduction of water use for all municipal government landscaping including parks and athletic fields through day of the week landscape watering schedule.

c. *Commercial customers.*

1. Identify and encourage voluntary reduction measures by high-volume water users through water use audits.
2. Require reduction of water use through day of the week landscape watering schedule for parks, athletic fields, and golf courses unless water is received from another source.
3. Encourage further reduction of landscape uses for nursery stock.

- (2) *Stage 2 response—Water warning.* Water Warning management measures reflect worsening conditions. Outside water use for irrigation purposes will be more strictly limited with active enforcement measures taken to ensure compliance. The target of water watch measures is to achieve a ten percent (10%) reduction in total GPCD usage.

Specific actions taken during any drought situation will be determined by the Town Manager or their designated representative. The Town Manager or their designated representative may also take other actions not listed, if deemed necessary. The actions available under this measure include the following mandatory water use restrictions for reducing demand which provide a menu of possible actions collectively and for different classes of water users. All requirements of Stage 1 shall remain in effect during Stage 2 except as follows:

a. *All water users.*

1. Required reduction of water use through mandatory maximum one-day-per-week landscape watering schedule. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Friday for residential customers with a street address ending in an even number (0, 2, 4, 6, or 8) and Wednesday for residential customers with a street address ending in an odd number (1, 3, 5, 7, or 9) and Monday for Non-Residential, Commercial, HOA X lots/ common areas, and Multi-Family properties. Irrigation is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 6:00 p.m. and 12:00 midnight on the customers' designated watering days. Apartments, office building complexes, or other property containing multiple addresses shall be identified under Non-Residential, Commercial, HOA X lots/ common areas, and Multi-Family properties. Irrigation of landscaping areas is permitted at anytime if it is by means of a hand-held hose, faucet-filled bucket, drip irrigation, water collected via on-site rainwater harvesting, or well water sourced from an on-site water well. Irrigation with well water requires visible signage stating it as such.
2. A ten percent (10%) rate increase shall be initiated for high water demand users (customers using greater than 10,000 gallons per month, per account).
3. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare shall continue to be limited to the use of hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Further, such washing shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m.
4. The filling, refilling, or adding of water to swimming pools, wading pools and Jacuzzi type pools is prohibited except between the hours of 6:00 p.m. and 10:00 a.m.
5. Foundations may be watered for a two-hour period between the hours of 6:00 p.m. and 10:00 a.m. with soaker or hand-held hose equipped with a positive shutoff nozzle on the customers' designated day of the week watering schedule.

6. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
 7. Permitting of new swimming pools, hot tubs, spas, ornamental ponds, and fountain construction is prohibited.
 8. Certain construction related to using significant amounts of water such as new line flushing and paving construction will not be allowed without prior authorization from the Director of Public Works.
- b. *Municipal government.*
1. Town vehicle washing and rinsing is limited to once a week.
 2. All Municipal landscape watering is prohibited.
- c. *Commercial customers.*
1. Watering of golf course greens and tee boxes shall be restricted to off-peak hours of 6:00 p.m. to 10:00 a.m.; watering of other golf course areas and parks is prohibited unless the golf course or park utilizes a water source other than that provided by the Town.
 2. Watering of nursery plant stock shall be restricted to designated off-peak hours and the customers' designated day-of-the-week landscaping water schedule.
- (3) *Stage 3 response—Water emergency.* Water Emergency management measures reflect the most extreme measures taken in protecting the water supply for sanitary and fire protection uses only. Outside water uses shall be limited and active enforcement measures will be taken to ensure compliance. This measure is anticipated to be a short-term measure used to protect the integrity of the water system. The target of water emergency measures is to achieve a twenty percent (20%) reduction in GPCD usage.

Specific actions taken during any drought situation, including water allocation will be determined by the Town Manager or their designated representative. The actions available under this measure include the following mandatory water use restrictions for reducing demand which provide a menu of possible actions collectively and for different classes of water users. All requirements of Stage 1 and 2 shall remain in place during Stage 3 except as follows:

- a. *All water users.* The Town Manager or their designated representative may order the implementation of the following and take other reasonable and necessary measures subject to the approval of the Town Council:
1. Irrigation of landscaped areas is absolutely prohibited.
 2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
 3. All rates for usage in excess of 10,000 gallons per month (per single-family residential account), or any other usage amount above 10,000 gallons per month, as deemed appropriate by the Town Manager or designated representative, may be increased by an additional ten percent, or any other percentage deemed appropriate by the Town Manager or designated representative as necessary to reduce water consumption.
 4. No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher number stage shall be in effect.
 5. Commercial and industrial water users shall reduce or stop water consumption to the extent determined by the Town Manager. Water service will be provided, depending on availability, according to the following priority system:
 - i. Hospitals;
 - ii. Schools;
 - iii. Industrial users;
 - iv. Commercial users;
 - v. Residential users;
 - vi. Recreational users.
 6. Certain construction related activities using significant amounts of water, such as new water line flushing and paving

construction will not be allowed without prior authorization from the Director of Public Works.

7. Exceptions to these mandatory water use restrictions may be authorized by the Director of Public Works for essential water uses such as: health and safety uses; commercial and industrial uses necessary to maintain, but not expand, primary business practices (e.g., commercial car and truck washes, nurseries, water haulers, etc.); and uses pursuant to law and/or regulation.

Sec. 70-524. - Public involvement.

Adoption of this plan and subsequent revisions will require the Town to actively inform the public of proposed changes and provide an opportunity for comment regarding the conservation plan. At a minimum, this will include the placement of proposed changes on a Town Council meeting agenda with participation by individuals during the citizen/visitor comment portion of the meeting.

Sec. 70-525. - Initiation procedures.

The method of initiation of emergency management measures is defined in each level of emergency in §70-523 above.

Sec. 70-526. - Termination notification.

For water alert conditions, termination will not occur until the conditions which triggered the emergency have been alleviated. If excessive demand is determined to be the trigger, all initiated actions will remain in effect until September 30 of the year in which they were triggered, or until the Town Manager or their designated representative determines the actions are no longer required. For water warning conditions, all initiated actions will remain in effect until the conditions which triggered the emergency have been alleviated, or until the Town Manager or their designated representative determines that conditions exist which will allow the removal of the water warning actions. For water emergency conditions, all initiated actions will remain in effect until the conditions which triggered the emergency have been alleviated, or until the Town Manager or their designated representative determines that conditions exist which will allow the removal of the water emergency actions. Public notification of the termination of any water emergency management measures will follow the same procedures used in the notification of the initiation of these measures.

Sec. 70-527. - Implementation and enforcement of division provisions.

The various levels of remedial actions are implemented per the triggers defined in Section 70-522. The method of implementation is set out in Section 70-523. Violations of

restrictions are defined in Section 70-523 and will result in a warning, after which a citation may be issued with a fine as prescribed in Section 1-13 of this Code.

Sec. 70-528. - Penalty.

- (a) Any person, customer and/or user of the Town's water system, except for the Town, who violates or fails to comply with any provision of this article VI shall be deemed guilty of a misdemeanor and shall be punished by a fine as provided in section 1-13 of this Code. Each day any such violation continues shall constitute a separate offense and be punishable as such.
- (b) In addition to proceeding under the authority of subsection (a) of this section, the Town shall be entitled to disconnect or discontinue water services to any such person, customer and/or user of the Town's water system who violates or fails to comply with any provision of this Article.

Sec. 70-529. - Emergency water demand management plan review and update.

The emergency water demand management plan shall be reviewed and updated as needed at least every five years, based upon new or updated information, such as the adoption or revision of the regional water plan.

Sec. 70-530. - Texas Commission on Environmental Quality (TCEQ) notification.

The Town shall notify the executive director of TCEQ within five business days of the implementation of any mandatory provisions of the emergency water demand management plan.

Sec. 70-531. - Utilization of alternative water sources and/or alternative delivery mechanisms.

The Town utilizes and is under contract with two potable water sources, Dallas Water Utilities and Upper Trinity Regional Water District. The Town also has plans to utilize reuse water in the future from two sources, Trinity River Authority and Town wastewater treatment plant effluent.

Sec. 70-532. - Pro rata curtailment.

In the event that the triggering criteria specified in Stage 4—Water emergency have been met, the Town Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with V.T.C.A., Texas Water Code, § 11.039.

Sec. 70-533. - Contract provisions.

Dallas Water Utilities and Upper Trinity Regional Water District will include a provision in every wholesale contract entered into or renewed after adoption of the plan,

including contract extensions, that in case of a shortage of water resulting from drought, the water will be distributed in accordance with V.T.C.A., Texas Water Code, § 11.039.

Secs. 70-534—70-540. - Reserved.

DIVISION 5. - UTILITY PROFILE

Sec. 70-541. - Texas Water Development Board utility profile.

The most recent Texas Water Development Board utility profile is available to view by contacting the Town's Public Works department.

Secs. 70-542—70-560. - Reserved.”

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 J.3. CONSENT ITEM(S)

DATE: October 20, 2025
FROM: Jason Hawley, Assistant Chief of Police
ITEM: **Consider approval of the purchase from Axon Enterprise, Inc., a consolidated Axon 10 Year- OSP 10+ ISLE, Fleet & Interview Room for \$5,233,079.38 (\$547,307.74 annually), as well as other related hardware and licensing as part of the ten-year agreement, and approval of a revised Axon Master Services Purchasing Agreement, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town has relied on Axon products for more than a decade, incorporating their technology into daily operations. Historically, these products and services were purchased separately, which resulted in multiple contracts and numerous invoices. By moving to a bundled 10-year agreement, the Town will not only receive significant cost savings but also gain access to an expanded range of Axon products and software.

This consolidation provides measurable benefits across Town operations. Finance gains efficiency by consolidating more than a dozen separate invoices into a single bill, eliminating the need to manage staggered contract expirations, reducing administrative workload, and increasing transparency in budgeting. Information Technology benefits by not having to deal with multiple vendors or outdated support and software agreements, allowing staff to focus on broader technological needs for the Town. For the Police, the agreement provides critical upgrades such as replacing end-of-life interview room cameras/server, installing 5G cradlepoints to modernize a 4G fleet, and deploying Axon's cost-effective virtual reality training platform to strengthen officer readiness. Fire Marshals and Animal Control Officers benefit from expanded access to shared technology platforms, resulting in more consistent digital evidence management and improved interdepartmental coordination. The Courts also see positive impacts through streamlined evidence sharing and more efficient integration with public safety partners, ensuring smoother case management.

Most importantly, this long-term agreement provides stability and ensures that all equipment will be refreshed and maintained with the most current technology throughout the contract's duration. By reducing costs, eliminating redundancies, and modernizing critical systems, the agreement maximizes value and strengthens operational readiness across every department that depends on Axon products, ultimately benefiting the entire community.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Maintain current service agreements.

FISCAL IMPACT: \$547,307.74 annually and \$5,233,079.38 over the ten-year term of agreement.

Proposed Expenditure/(Revenue)	Account Number(s):
\$489,138	100-640-43500-5020
\$11,700	100-640-43500-5130
\$37,700	318-560-43500-5110
\$8,770	100-660-65000-5020

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

ATTACHMENTS:

1. Amendment to MSPA for Flower Mound
2. Q-686962-45909JS

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



Amendment 1 to Master Services and Purchasing Agreement

This First Amendment (“**Amendment**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the City of Flower Mound (“**Agency**” or “**Customer**”). This Amendment is effective as of the last signature date on this Amendment (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”.

Axon and Agency are parties to Master Services and Purchasing Agreement fully executed November 15, 2023 (“**Agreement**”).

The Parties wish to incorporate further changes into the Agreement in order to renew the current contract and add new products and services.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
 - a. TASER Device Appendix
 - b. Professional Services Appendix
 - c. Axon Virtual Reality Content Terms of Use Appendix
 - d. Axon Investigate Appendix
 - e. Quote Q-686962
2. The TASER 7 Appendix is deleted in its entirety and replaced by the TASER Device Appendix.
3. The following is added to Section 1 Definitions in Axon Cloud Services Terms of Use Appendix:

"Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

"Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
4. The following is added to Axon Cloud Services Terms of Use Appendix:

TASER Data Science Program. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided “as is” and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.



Amendment 1 to Master Services and Purchasing Agreement

5. The following is added to Axon Cloud Services Terms of Use Appendix:

FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:

- a. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.
- b. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components"). These items are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- c. **Data Privacy.** Axon may collect, use, transfer, disclose, and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

6. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Customer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/ 10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10, each probe discharged is consider one Deployment, and for TASER 7, the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Miscellaneous.** The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled, or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.



Amendment 1 to Master Services and Purchasing Agreement

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
7. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.
8. **Privacy.** Axon will not disclose Customer Content or any information about Customer except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Customer Content, so Customer may file an objection with the court or administrative body.
9. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
10. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
11. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
12. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 12.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 12.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 12.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide



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Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need
- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

User go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other customers using TASER CEWs and Axon Evidence
- **For the CEW Full-Service Package:** On-site assistance included



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• For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full-Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions, check on all new TASER CEW Smart weapons, and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full-Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices



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8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.
10. **Signal Sidearm Installation Service.**
- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

Disclosures

- Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:
 1. Public Defender Case Sharing
 2. Disclosure Portal
 3. Download Links

Training

- **Agency Trainers.** Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed



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three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, Axon is responsible for any future training. Axon provides all training materials for successful training.
• Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan
• Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet
• Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.
17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan, or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in, or otherwise transfer Customer's rights to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation, or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set



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forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



Quote Appendix

See next page



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-686962-45909JS

Issued: 09/09/2025

Quote Expiration: 11/30/2025

Estimated Contract Start Date: 03/01/2026

Account Number: 157674

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Flower Mound Police Dept. - TX 4150 Kirkpatrick Ln Flower Mound, TX 75028-1400 USA	Flower Mound Police Dept. - TX 2121 Cross Timbers Rd Flower Mound TX 75028-2602 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
John Sholl Phone: Email: jsholl@axon.com Fax:	Jason Hawley Phone: Email: jason.hawley@flowermound.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$5,233,079.38
ESTIMATED TOTAL W/ TAX	\$5,233,079.38

Discount Summary

Average Savings Per Year	\$346,878.00
TOTAL SAVINGS	\$3,468,780.03

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$307,309.72	\$0.00	\$307,309.72
Feb 2027	\$547,307.74	\$0.00	\$547,307.74
Feb 2028	\$547,307.74	\$0.00	\$547,307.74
Feb 2029	\$547,307.74	\$0.00	\$547,307.74
Feb 2030	\$547,307.74	\$0.00	\$547,307.74
Feb 2031	\$547,307.74	\$0.00	\$547,307.74
Feb 2032	\$547,307.74	\$0.00	\$547,307.74
Feb 2033	\$547,307.74	\$0.00	\$547,307.74
Feb 2034	\$547,307.74	\$0.00	\$547,307.74
Feb 2035	\$547,307.74	\$0.00	\$547,307.74
Total	\$5,233,079.38	\$0.00	\$5,233,079.38

Quote Unbundled Price:	\$8,845,372.10
Quote List Price:	\$6,788,818.10
Quote Subtotal:	\$5,233,079.38

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$230,857.12)	(\$230,857.12)	\$0.00	(\$230,857.12)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$191,220.96	\$191,220.96	\$0.00	\$191,220.96
Fleet3B10Yr	Fleet 3 Basic 10 Year	41	120	\$176.72	\$168.57	\$92.55	\$455,346.00	\$0.00	\$455,346.00
M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	120	\$447.42	\$318.16	\$279.73	\$4,363,788.00	\$0.00	\$4,363,788.00
A la Carte Hardware									
50265	AXON INTERVIEW - IO RED LED	3			\$35.00	\$35.00	\$105.00	\$0.00	\$105.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	3			\$2,532.00	\$50.64	\$151.92	\$0.00	\$151.92
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3			\$64.00	\$64.00	\$192.00	\$0.00	\$192.00
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$600.00	\$600.00	\$0.00	\$600.00
50258	AXON INTERVIEW - IO MODULE CABINET	2			\$445.00	\$445.00	\$890.00	\$0.00	\$890.00
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2			\$600.00	\$600.00	\$1,200.00	\$0.00	\$1,200.00
101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5			\$250.00	\$250.00	\$1,250.00	\$0.00	\$1,250.00
50267	AXON INTERVIEW - IO MODULE	2			\$788.00	\$788.00	\$1,576.00	\$0.00	\$1,576.00
74116	AXON INTERVIEW - COVERT ENCLOSURE	3			\$110.00	\$110.00	\$330.00	\$0.00	\$330.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3			\$209.00	\$209.00	\$627.00	\$0.00	\$627.00
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3			\$356.00	\$356.00	\$1,068.00	\$0.00	\$1,068.00
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3			\$700.00	\$700.00	\$2,100.00	\$0.00	\$2,100.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3			\$209.00	\$209.00	\$627.00	\$0.00	\$627.00
50298	AXON INTERVIEW - CAMERA - OVERT DOME	3			\$985.00	\$985.00	\$2,955.00	\$0.00	\$2,955.00
101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1			\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2			\$5,000.00	\$2,500.00	\$5,000.00	\$0.00	\$5,000.00
H00002	AB4 Multi Bay Dock Bundle	17			\$3,233.90	\$5.74	\$97.66	\$0.00	\$97.66
T7Dock	T7 Dock	1	120		\$1,792.40	\$14.94	\$1,792.40	\$0.00	\$1,792.40
H00001	AB4 Camera Bundle	130			\$1,798.00	\$1.52	\$197.78	\$0.00	\$197.78
A la Carte Software									
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	120		\$1,750.00	\$35.00	\$70.00	\$0.00	\$70.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	120		\$31.50	\$0.63	\$226.80	\$0.00	\$226.80
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	120		\$124.80	\$1.25	\$898.56	\$0.00	\$898.56
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	120		\$1,500.00	\$1,500.00	\$4,500.00	\$0.00	\$4,500.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	120		\$36.83	\$36.83	\$8,839.20	\$0.00	\$8,839.20
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	120		\$18.90	\$10.77	\$53,003.16	\$0.00	\$53,003.16
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	120		\$71.49	\$71.49	\$351,730.80	\$0.00	\$351,730.80
ProLicense	Pro License Bundle	10	120		\$54.52	\$0.54	\$648.40	\$0.00	\$648.40
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$67.86	\$67.86	\$0.00	\$67.86

101267	AXON VR - PSO - FULL INSTALLATION	1		\$12,000.00	\$120.00	\$120.00	\$0.00	\$120.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3		\$5,000.00	\$50.00	\$150.00	\$0.00	\$150.00
50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1		\$500.00	\$500.00	\$500.00	\$0.00	\$500.00
50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2		\$1,000.00	\$1,000.00	\$2,000.00	\$0.00	\$2,000.00
101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11		\$425.00	\$425.00	\$4,675.00	\$0.00	\$4,675.00
A la Carte Warranties								
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	109	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	109	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		\$464.00	\$464.00	\$1,392.00	\$0.00	\$1,392.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	109	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	109	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$5,233,079.38	\$0.00	\$5,233,079.38

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	108	1	02/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	02/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	22	1	02/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	143	1	02/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	143	1	02/01/2026
AB4 Camera Bundle	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	65	1	02/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	65	1	02/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	02/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	14	1	02/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	17	1	02/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	17	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100126	AXON VR - TACTICAL BAG	6	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	4	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	130	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	5	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	2600	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1300	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100591	AXON TASER - CLEANING KIT	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	20	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	110	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100748	AXON VR - CONTROLLER - TASER 10	6	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101124	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - RH	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101125	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - LH	4	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101294	AXON VR - TABLET	6	1	02/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101300	AXON VR - TABLET CASE	6	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101751	AXON VR - HEADSET - HTC FOCUS VISION	6	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	130	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	4	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	6	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101886	SIGNAL SENSOR	130	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101889	AXON SIGNAL - BATTERY - CR2032	130	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	26	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	130	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	02/01/2026
Fleet 3 Basic 10 Year	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	41	1	02/01/2026
Fleet 3 Basic 10 Year	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	41	1	02/01/2026
Fleet 3 Basic 10 Year	70112	AXON SIGNAL - VEHICLE	41	1	02/01/2026
Fleet 3 Basic 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	02/01/2026
Fleet 3 Basic 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	41	1	02/01/2026
T7 Dock	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2026
T7 Dock	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2026
T7 Dock	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2026
A la Carte	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	1	02/01/2026
A la Carte	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	1	02/01/2026
A la Carte	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	1	02/01/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	1	02/01/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	02/01/2026
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	1	02/01/2026
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	1	02/01/2026
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	1	02/01/2026
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	1	02/01/2026
A la Carte	50258	AXON INTERVIEW - IO MODULE CABINET	2	1	02/01/2026
A la Carte	50265	AXON INTERVIEW - IO RED LED	3	1	02/01/2026
A la Carte	50267	AXON INTERVIEW - IO MODULE	2	1	02/01/2026
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	1	02/01/2026
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	1	02/01/2026
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	1	02/01/2026
A la Carte	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	390	1	02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1040	1	02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	390	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1040	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	6	1	07/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6	1	07/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	6	1	07/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	1	07/31/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	134	1	07/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	17	1	07/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	390	1	02/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1040	1	02/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	390	1	02/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1040	1	02/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	6	1	02/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	6	1	02/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	6	1	02/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	6	1	02/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	134	1	02/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	17	1	02/01/2031
Fleet 3 Basic 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	41	1	02/01/2031
Fleet 3 Basic 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	02/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	130	1	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	6	1	07/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	6	1	07/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	6	1	07/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	6	1	07/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	134	1	07/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	17	1	07/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	134	1	02/01/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	17	1	02/01/2036

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101705	AXON FUSUS - LICENSE - PRO USER	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	2	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20370	AXON VR - USER ACCESS - FULL VR	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73618	AXON COMMUNITY REQUEST	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73638	AXON STANDARDS - LICENSE	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1300	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73739	AXON PERFORMANCE - LICENSE	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	130	03/01/2026	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	03/01/2026	02/29/2036
Fleet 3 Basic 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	41	03/01/2026	02/29/2036
Fleet 3 Basic 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	82	03/01/2026	02/29/2036
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	03/01/2026	02/29/2036
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	03/01/2026	02/29/2036
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL- PC	3	03/01/2026	02/29/2036
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	03/01/2026	02/29/2036

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	03/01/2026	02/29/2036
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	03/01/2026	02/29/2036
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	03/01/2026	02/29/2036
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	03/01/2026	02/29/2036
A la Carte	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	03/01/2026	02/29/2036

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	8
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	130
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	130
Fleet 3 Basic 10 Year	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	41
Fleet 3 Basic 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	41
Fleet 3 Basic 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	41
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11
A la Carte	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2
A la Carte	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	6	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100213	AXON VR - EXT WARRANTY - TABLET	6	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	130	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	4	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	6	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	130	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	26	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	4	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	130	02/01/2027	02/29/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	17	02/01/2027	02/29/2036
Fleet 3 Basic 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	41	02/01/2027	02/29/2036
Fleet 3 Basic 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	41	02/01/2027	02/29/2036
Fleet 3 Basic 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	02/01/2027	02/29/2036
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	02/01/2027	02/29/2036
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	02/01/2027	02/29/2036
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	02/01/2027	02/29/2036
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	02/01/2027	02/29/2036

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	4150 Kirkpatrick Ln	Flower Mound	TX	75028-1400	USA
1	4150 Kirkpatrick Ln	Flower Mound	TX	75028-1400	USA

Payment Details

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER CREDIT - GOODS	1	\$191,220.96	\$0.00	\$191,220.96
Transfer Value	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$230,857.12)	\$0.00	(\$230,857.12)
Year 1	101267	AXON VR - PSO - FULL INSTALLATION	1	\$7.90	\$0.00	\$7.90
Year 1	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$82.25	\$0.00	\$82.25
Year 1	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$78.96	\$0.00	\$78.96
Year 1	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$263.20	\$0.00	\$263.20
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$329.00	\$0.00	\$329.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	\$39.48	\$0.00	\$39.48
Year 1	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$307.62	\$0.00	\$307.62
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$91.59	\$0.00	\$91.59
Year 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$296.10	\$0.00	\$296.10
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$14.92	\$0.00	\$14.92
Year 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$4.61	\$0.00	\$4.61
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$581.62	\$0.00	\$581.62
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$59.13	\$0.00	\$59.13
Year 1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$70.27	\$0.00	\$70.27
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$41.26	\$0.00	\$41.26
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$41.26	\$0.00	\$41.26
Year 1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$138.18	\$0.00	\$138.18
Year 1	50258	AXON INTERVIEW - IO MODULE CABINET	2	\$58.56	\$0.00	\$58.56
Year 1	50265	AXON INTERVIEW - IO RED LED	3	\$6.91	\$0.00	\$6.91
Year 1	50267	AXON INTERVIEW - IO MODULE	2	\$103.70	\$0.00	\$103.70
Year 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	\$194.44	\$0.00	\$194.44
Year 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$10.00	\$0.00	\$10.00
Year 1	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	\$131.60	\$0.00	\$131.60
Year 1	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$32.90	\$0.00	\$32.90
Year 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$12.63	\$0.00	\$12.63
Year 1	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	\$21.71	\$0.00	\$21.71
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	\$23,143.97	\$0.00	\$23,143.97
Year 1	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	\$3,487.62	\$0.00	\$3,487.62
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$4.47	\$0.00	\$4.47
Year 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$9.87	\$0.00	\$9.87
Year 1	Fleet3B10Yr	Fleet 3 Basic 10 Year	41	\$29,961.88	\$0.00	\$29,961.88
Year 1	H00001	AB4 Camera Bundle	130	\$13.01	\$0.00	\$13.01
Year 1	H00002	AB4 Multi Bay Dock Bundle	17	\$6.43	\$0.00	\$6.43

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	\$287,138.23	\$0.00	\$287,138.23
Year 1	ProLicense	Pro License Bundle	10	\$42.66	\$0.00	\$42.66
Year 1	T7Dock	T7 Dock	1	\$117.94	\$0.00	\$117.94
Total				\$307,309.72	\$0.00	\$307,309.72

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12.46	\$0.00	\$12.46
Year 2	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$129.75	\$0.00	\$129.75
Year 2	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$124.56	\$0.00	\$124.56
Year 2	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$415.20	\$0.00	\$415.20
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$519.00	\$0.00	\$519.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	\$62.28	\$0.00	\$62.28
Year 2	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$485.26	\$0.00	\$485.26
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$144.49	\$0.00	\$144.49
Year 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$467.10	\$0.00	\$467.10
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$23.54	\$0.00	\$23.54
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$7.27	\$0.00	\$7.27
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$917.51	\$0.00	\$917.51
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$93.27	\$0.00	\$93.27
Year 2	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$110.86	\$0.00	\$110.86
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 2	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$217.98	\$0.00	\$217.98
Year 2	50258	AXON INTERVIEW - IO MODULE CABINET	2	\$92.38	\$0.00	\$92.38
Year 2	50265	AXON INTERVIEW - IO RED LED	3	\$10.90	\$0.00	\$10.90
Year 2	50267	AXON INTERVIEW - IO MODULE	2	\$163.59	\$0.00	\$163.59
Year 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	\$306.73	\$0.00	\$306.73
Year 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$15.77	\$0.00	\$15.77
Year 2	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	\$207.60	\$0.00	\$207.60
Year 2	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$51.90	\$0.00	\$51.90
Year 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$19.93	\$0.00	\$19.93
Year 2	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	\$34.25	\$0.00	\$34.25
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	\$36,509.65	\$0.00	\$36,509.65
Year 2	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	\$5,501.73	\$0.00	\$5,501.73
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$7.04	\$0.00	\$7.04
Year 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$15.57	\$0.00	\$15.57
Year 2	Fleet3B10Yr	Fleet 3 Basic 10 Year	41	\$47,264.89	\$0.00	\$47,264.89
Year 2	H00001	AB4 Camera Bundle	130	\$20.53	\$0.00	\$20.53
Year 2	H00002	AB4 Multi Bay Dock Bundle	17	\$10.14	\$0.00	\$10.14
Year 2	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	\$452,961.10	\$0.00	\$452,961.10
Year 2	ProLicense	Pro License Bundle	10	\$67.30	\$0.00	\$67.30

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	T7Dock	T7 Dock	1	\$186.05	\$0.00	\$186.05
Total				\$547,307.74	\$0.00	\$547,307.74

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12.46	\$0.00	\$12.46
Year 3	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$129.75	\$0.00	\$129.75
Year 3	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$124.56	\$0.00	\$124.56
Year 3	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$415.20	\$0.00	\$415.20
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$519.00	\$0.00	\$519.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	\$62.28	\$0.00	\$62.28
Year 3	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$485.26	\$0.00	\$485.26
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$144.49	\$0.00	\$144.49
Year 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$467.10	\$0.00	\$467.10
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$23.54	\$0.00	\$23.54
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$7.27	\$0.00	\$7.27
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$917.51	\$0.00	\$917.51
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$93.27	\$0.00	\$93.27
Year 3	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$110.86	\$0.00	\$110.86
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 3	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$217.98	\$0.00	\$217.98
Year 3	50258	AXON INTERVIEW - IO MODULE CABINET	2	\$92.38	\$0.00	\$92.38
Year 3	50265	AXON INTERVIEW - IO RED LED	3	\$10.90	\$0.00	\$10.90
Year 3	50267	AXON INTERVIEW - IO MODULE	2	\$163.59	\$0.00	\$163.59
Year 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	\$306.73	\$0.00	\$306.73
Year 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$15.77	\$0.00	\$15.77
Year 3	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	\$207.60	\$0.00	\$207.60
Year 3	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$51.90	\$0.00	\$51.90
Year 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$19.93	\$0.00	\$19.93
Year 3	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	\$34.25	\$0.00	\$34.25
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	\$36,509.65	\$0.00	\$36,509.65
Year 3	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	\$5,501.73	\$0.00	\$5,501.73
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$7.04	\$0.00	\$7.04
Year 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$15.57	\$0.00	\$15.57
Year 3	Fleet3B10Yr	Fleet 3 Basic 10 Year	41	\$47,264.89	\$0.00	\$47,264.89
Year 3	H00001	AB4 Camera Bundle	130	\$20.53	\$0.00	\$20.53
Year 3	H00002	AB4 Multi Bay Dock Bundle	17	\$10.14	\$0.00	\$10.14
Year 3	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	\$452,961.10	\$0.00	\$452,961.10
Year 3	ProLicense	Pro License Bundle	10	\$67.30	\$0.00	\$67.30
Year 3	T7Dock	T7 Dock	1	\$186.05	\$0.00	\$186.05
Total				\$547,307.74	\$0.00	\$547,307.74

Feb 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12.46	\$0.00	\$12.46
Year 4	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$129.75	\$0.00	\$129.75

Feb 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$124.56	\$0.00	\$124.56
Year 4	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$415.20	\$0.00	\$415.20
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$519.00	\$0.00	\$519.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	\$62.28	\$0.00	\$62.28
Year 4	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$485.26	\$0.00	\$485.26
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$144.49	\$0.00	\$144.49
Year 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$467.10	\$0.00	\$467.10
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$23.54	\$0.00	\$23.54
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$7.27	\$0.00	\$7.27
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$917.51	\$0.00	\$917.51
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$93.27	\$0.00	\$93.27
Year 4	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$110.86	\$0.00	\$110.86
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 4	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$217.98	\$0.00	\$217.98
Year 4	50258	AXON INTERVIEW - IO MODULE CABINET	2	\$92.38	\$0.00	\$92.38
Year 4	50265	AXON INTERVIEW - IO RED LED	3	\$10.90	\$0.00	\$10.90
Year 4	50267	AXON INTERVIEW - IO MODULE	2	\$163.59	\$0.00	\$163.59
Year 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	\$306.73	\$0.00	\$306.73
Year 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$15.77	\$0.00	\$15.77
Year 4	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	\$207.60	\$0.00	\$207.60
Year 4	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$51.90	\$0.00	\$51.90
Year 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$19.93	\$0.00	\$19.93
Year 4	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	\$34.25	\$0.00	\$34.25
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	\$36,509.65	\$0.00	\$36,509.65
Year 4	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	\$5,501.73	\$0.00	\$5,501.73
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$7.04	\$0.00	\$7.04
Year 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$15.57	\$0.00	\$15.57
Year 4	Fleet3B10Yr	Fleet 3 Basic 10 Year	41	\$47,264.89	\$0.00	\$47,264.89
Year 4	H00001	AB4 Camera Bundle	130	\$20.53	\$0.00	\$20.53
Year 4	H00002	AB4 Multi Bay Dock Bundle	17	\$10.14	\$0.00	\$10.14
Year 4	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	\$452,961.10	\$0.00	\$452,961.10
Year 4	ProLicense	Pro License Bundle	10	\$67.30	\$0.00	\$67.30
Year 4	T7Dock	T7 Dock	1	\$186.05	\$0.00	\$186.05
Total				\$547,307.74	\$0.00	\$547,307.74

Feb 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12.46	\$0.00	\$12.46
Year 5	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$129.75	\$0.00	\$129.75
Year 5	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$124.56	\$0.00	\$124.56
Year 5	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$415.20	\$0.00	\$415.20
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$519.00	\$0.00	\$519.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	\$62.28	\$0.00	\$62.28
Year 5	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$485.26	\$0.00	\$485.26
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00

Feb 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$144.49	\$0.00	\$144.49
Year 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$467.10	\$0.00	\$467.10
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$23.54	\$0.00	\$23.54
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$7.27	\$0.00	\$7.27
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$917.51	\$0.00	\$917.51
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$93.27	\$0.00	\$93.27
Year 5	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$110.86	\$0.00	\$110.86
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 5	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$217.98	\$0.00	\$217.98
Year 5	50258	AXON INTERVIEW - IO MODULE CABINET	2	\$92.38	\$0.00	\$92.38
Year 5	50265	AXON INTERVIEW - IO RED LED	3	\$10.90	\$0.00	\$10.90
Year 5	50267	AXON INTERVIEW - IO MODULE	2	\$163.59	\$0.00	\$163.59
Year 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	\$306.73	\$0.00	\$306.73
Year 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$15.77	\$0.00	\$15.77
Year 5	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	\$207.60	\$0.00	\$207.60
Year 5	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$51.90	\$0.00	\$51.90
Year 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$19.93	\$0.00	\$19.93
Year 5	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	\$34.25	\$0.00	\$34.25
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	\$36,509.65	\$0.00	\$36,509.65
Year 5	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	\$5,501.73	\$0.00	\$5,501.73
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$7.04	\$0.00	\$7.04
Year 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$15.57	\$0.00	\$15.57
Year 5	Fleet3B10Yr	Fleet 3 Basic 10 Year	41	\$47,264.89	\$0.00	\$47,264.89
Year 5	H00001	AB4 Camera Bundle	130	\$20.53	\$0.00	\$20.53
Year 5	H00002	AB4 Multi Bay Dock Bundle	17	\$10.14	\$0.00	\$10.14
Year 5	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	\$452,961.10	\$0.00	\$452,961.10
Year 5	ProLicense	Pro License Bundle	10	\$67.30	\$0.00	\$67.30
Year 5	T7Dock	T7 Dock	1	\$186.05	\$0.00	\$186.05
Total				\$547,307.74	\$0.00	\$547,307.74

Feb 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12.46	\$0.00	\$12.46
Year 6	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$129.75	\$0.00	\$129.75
Year 6	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$124.56	\$0.00	\$124.56
Year 6	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$415.20	\$0.00	\$415.20
Year 6	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$519.00	\$0.00	\$519.00
Year 6	101408	AXON FUSUS - CORE - CAD	1	\$62.28	\$0.00	\$62.28
Year 6	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$485.26	\$0.00	\$485.26
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 6	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$144.49	\$0.00	\$144.49
Year 6	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$467.10	\$0.00	\$467.10
Year 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$23.54	\$0.00	\$23.54
Year 6	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$7.27	\$0.00	\$7.27
Year 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$917.51	\$0.00	\$917.51
Year 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$93.27	\$0.00	\$93.27
Year 6	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$110.86	\$0.00	\$110.86

Feb 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 6	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 6	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$217.98	\$0.00	\$217.98
Year 6	50258	AXON INTERVIEW - IO MODULE CABINET	2	\$92.38	\$0.00	\$92.38
Year 6	50265	AXON INTERVIEW - IO RED LED	3	\$10.90	\$0.00	\$10.90
Year 6	50267	AXON INTERVIEW - IO MODULE	2	\$163.59	\$0.00	\$163.59
Year 6	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	\$306.73	\$0.00	\$306.73
Year 6	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$15.77	\$0.00	\$15.77
Year 6	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	\$207.60	\$0.00	\$207.60
Year 6	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$51.90	\$0.00	\$51.90
Year 6	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$19.93	\$0.00	\$19.93
Year 6	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	\$34.25	\$0.00	\$34.25
Year 6	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	\$36,509.65	\$0.00	\$36,509.65
Year 6	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	\$5,501.73	\$0.00	\$5,501.73
Year 6	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$7.04	\$0.00	\$7.04
Year 6	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$15.57	\$0.00	\$15.57
Year 6	Fleet3B10Yr	Fleet 3 Basic 10 Year	41	\$47,264.89	\$0.00	\$47,264.89
Year 6	H00001	AB4 Camera Bundle	130	\$20.53	\$0.00	\$20.53
Year 6	H00002	AB4 Multi Bay Dock Bundle	17	\$10.14	\$0.00	\$10.14
Year 6	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	\$452,961.10	\$0.00	\$452,961.10
Year 6	ProLicense	Pro License Bundle	10	\$67.30	\$0.00	\$67.30
Year 6	T7Dock	T7 Dock	1	\$186.05	\$0.00	\$186.05
Total				\$547,307.74	\$0.00	\$547,307.74

Feb 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12.46	\$0.00	\$12.46
Year 7	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$129.75	\$0.00	\$129.75
Year 7	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$124.56	\$0.00	\$124.56
Year 7	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$415.20	\$0.00	\$415.20
Year 7	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$519.00	\$0.00	\$519.00
Year 7	101408	AXON FUSUS - CORE - CAD	1	\$62.28	\$0.00	\$62.28
Year 7	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$485.26	\$0.00	\$485.26
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 7	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$144.49	\$0.00	\$144.49
Year 7	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$467.10	\$0.00	\$467.10
Year 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$23.54	\$0.00	\$23.54
Year 7	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$7.27	\$0.00	\$7.27
Year 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$917.51	\$0.00	\$917.51
Year 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$93.27	\$0.00	\$93.27
Year 7	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$110.86	\$0.00	\$110.86
Year 7	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 7	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 7	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$217.98	\$0.00	\$217.98
Year 7	50258	AXON INTERVIEW - IO MODULE CABINET	2	\$92.38	\$0.00	\$92.38
Year 7	50265	AXON INTERVIEW - IO RED LED	3	\$10.90	\$0.00	\$10.90
Year 7	50267	AXON INTERVIEW - IO MODULE	2	\$163.59	\$0.00	\$163.59
Year 7	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	\$306.73	\$0.00	\$306.73
Year 7	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$15.77	\$0.00	\$15.77

Feb 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	\$207.60	\$0.00	\$207.60
Year 7	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$51.90	\$0.00	\$51.90
Year 7	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$19.93	\$0.00	\$19.93
Year 7	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	\$34.25	\$0.00	\$34.25
Year 7	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	\$36,509.65	\$0.00	\$36,509.65
Year 7	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	\$5,501.73	\$0.00	\$5,501.73
Year 7	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$7.04	\$0.00	\$7.04
Year 7	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$15.57	\$0.00	\$15.57
Year 7	Fleet3B10Yr	Fleet 3 Basic 10 Year	41	\$47,264.89	\$0.00	\$47,264.89
Year 7	H00001	AB4 Camera Bundle	130	\$20.53	\$0.00	\$20.53
Year 7	H00002	AB4 Multi Bay Dock Bundle	17	\$10.14	\$0.00	\$10.14
Year 7	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	\$452,961.10	\$0.00	\$452,961.10
Year 7	ProLicense	Pro License Bundle	10	\$67.30	\$0.00	\$67.30
Year 7	T7Dock	T7 Dock	1	\$186.05	\$0.00	\$186.05
Total				\$547,307.74	\$0.00	\$547,307.74

Feb 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12.46	\$0.00	\$12.46
Year 8	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$129.75	\$0.00	\$129.75
Year 8	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$124.56	\$0.00	\$124.56
Year 8	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$415.20	\$0.00	\$415.20
Year 8	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$519.00	\$0.00	\$519.00
Year 8	101408	AXON FUSUS - CORE - CAD	1	\$62.28	\$0.00	\$62.28
Year 8	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$485.26	\$0.00	\$485.26
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 8	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$144.49	\$0.00	\$144.49
Year 8	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$467.10	\$0.00	\$467.10
Year 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$23.54	\$0.00	\$23.54
Year 8	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$7.27	\$0.00	\$7.27
Year 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$917.51	\$0.00	\$917.51
Year 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$93.27	\$0.00	\$93.27
Year 8	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$110.86	\$0.00	\$110.86
Year 8	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 8	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 8	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$217.98	\$0.00	\$217.98
Year 8	50258	AXON INTERVIEW - IO MODULE CABINET	2	\$92.38	\$0.00	\$92.38
Year 8	50265	AXON INTERVIEW - IO RED LED	3	\$10.90	\$0.00	\$10.90
Year 8	50267	AXON INTERVIEW - IO MODULE	2	\$163.59	\$0.00	\$163.59
Year 8	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	\$306.73	\$0.00	\$306.73
Year 8	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$15.77	\$0.00	\$15.77
Year 8	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	\$207.60	\$0.00	\$207.60
Year 8	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$51.90	\$0.00	\$51.90
Year 8	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$19.93	\$0.00	\$19.93
Year 8	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	\$34.25	\$0.00	\$34.25
Year 8	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	\$36,509.65	\$0.00	\$36,509.65
Year 8	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	\$5,501.73	\$0.00	\$5,501.73
Year 8	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$7.04	\$0.00	\$7.04
Year 8	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$15.57	\$0.00	\$15.57

Feb 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	Fleet3B10Yr	Fleet 3 Basic 10 Year	41	\$47,264.89	\$0.00	\$47,264.89
Year 8	H00001	AB4 Camera Bundle	130	\$20.53	\$0.00	\$20.53
Year 8	H00002	AB4 Multi Bay Dock Bundle	17	\$10.14	\$0.00	\$10.14
Year 8	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	\$452,961.10	\$0.00	\$452,961.10
Year 8	ProLicense	Pro License Bundle	10	\$67.30	\$0.00	\$67.30
Year 8	T7Dock	T7 Dock	1	\$186.05	\$0.00	\$186.05
Total				\$547,307.74	\$0.00	\$547,307.74

Feb 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12.46	\$0.00	\$12.46
Year 9	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$129.75	\$0.00	\$129.75
Year 9	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$124.56	\$0.00	\$124.56
Year 9	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$415.20	\$0.00	\$415.20
Year 9	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$519.00	\$0.00	\$519.00
Year 9	101408	AXON FUSUS - CORE - CAD	1	\$62.28	\$0.00	\$62.28
Year 9	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$485.26	\$0.00	\$485.26
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 9	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$144.49	\$0.00	\$144.49
Year 9	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$467.10	\$0.00	\$467.10
Year 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$23.54	\$0.00	\$23.54
Year 9	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$7.27	\$0.00	\$7.27
Year 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$917.51	\$0.00	\$917.51
Year 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$93.27	\$0.00	\$93.27
Year 9	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$110.86	\$0.00	\$110.86
Year 9	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 9	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 9	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$217.98	\$0.00	\$217.98
Year 9	50258	AXON INTERVIEW - IO MODULE CABINET	2	\$92.38	\$0.00	\$92.38
Year 9	50265	AXON INTERVIEW - IO RED LED	3	\$10.90	\$0.00	\$10.90
Year 9	50267	AXON INTERVIEW - IO MODULE	2	\$163.59	\$0.00	\$163.59
Year 9	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	\$306.73	\$0.00	\$306.73
Year 9	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$15.77	\$0.00	\$15.77
Year 9	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	\$207.60	\$0.00	\$207.60
Year 9	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$51.90	\$0.00	\$51.90
Year 9	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$19.93	\$0.00	\$19.93
Year 9	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	\$34.25	\$0.00	\$34.25
Year 9	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	\$36,509.65	\$0.00	\$36,509.65
Year 9	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	\$5,501.73	\$0.00	\$5,501.73
Year 9	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$7.04	\$0.00	\$7.04
Year 9	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$15.57	\$0.00	\$15.57
Year 9	Fleet3B10Yr	Fleet 3 Basic 10 Year	41	\$47,264.89	\$0.00	\$47,264.89
Year 9	H00001	AB4 Camera Bundle	130	\$20.53	\$0.00	\$20.53
Year 9	H00002	AB4 Multi Bay Dock Bundle	17	\$10.14	\$0.00	\$10.14
Year 9	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	\$452,961.10	\$0.00	\$452,961.10
Year 9	ProLicense	Pro License Bundle	10	\$67.30	\$0.00	\$67.30
Year 9	T7Dock	T7 Dock	1	\$186.05	\$0.00	\$186.05
Total				\$547,307.74	\$0.00	\$547,307.74

Feb 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12.46	\$0.00	\$12.46
Year 10	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$129.75	\$0.00	\$129.75
Year 10	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$124.56	\$0.00	\$124.56
Year 10	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$415.20	\$0.00	\$415.20
Year 10	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$519.00	\$0.00	\$519.00
Year 10	101408	AXON FUSUS - CORE - CAD	1	\$62.28	\$0.00	\$62.28
Year 10	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$485.26	\$0.00	\$485.26
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 10	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$144.49	\$0.00	\$144.49
Year 10	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$467.10	\$0.00	\$467.10
Year 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$23.54	\$0.00	\$23.54
Year 10	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$7.27	\$0.00	\$7.27
Year 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$917.51	\$0.00	\$917.51
Year 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$93.27	\$0.00	\$93.27
Year 10	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$110.86	\$0.00	\$110.86
Year 10	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 10	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$65.08	\$0.00	\$65.08
Year 10	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$217.98	\$0.00	\$217.98
Year 10	50258	AXON INTERVIEW - IO MODULE CABINET	2	\$92.38	\$0.00	\$92.38
Year 10	50265	AXON INTERVIEW - IO RED LED	3	\$10.90	\$0.00	\$10.90
Year 10	50267	AXON INTERVIEW - IO MODULE	2	\$163.59	\$0.00	\$163.59
Year 10	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	\$306.73	\$0.00	\$306.73
Year 10	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$15.77	\$0.00	\$15.77
Year 10	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	\$207.60	\$0.00	\$207.60
Year 10	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$51.90	\$0.00	\$51.90
Year 10	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$19.93	\$0.00	\$19.93
Year 10	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	\$34.25	\$0.00	\$34.25
Year 10	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	41	\$36,509.65	\$0.00	\$36,509.65
Year 10	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	41	\$5,501.73	\$0.00	\$5,501.73
Year 10	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$7.04	\$0.00	\$7.04
Year 10	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$15.57	\$0.00	\$15.57
Year 10	Fleet3B10Yr	Fleet 3 Basic 10 Year	41	\$47,264.89	\$0.00	\$47,264.89
Year 10	H00001	AB4 Camera Bundle	130	\$20.53	\$0.00	\$20.53
Year 10	H00002	AB4 Multi Bay Dock Bundle	17	\$10.14	\$0.00	\$10.14
Year 10	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	130	\$452,961.10	\$0.00	\$452,961.10
Year 10	ProLicense	Pro License Bundle	10	\$67.30	\$0.00	\$67.30
Year 10	T7Dock	T7 Dock	1	\$186.05	\$0.00	\$186.05
Total				\$547,307.74	\$0.00	\$547,307.74

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-414315, Q-435113, Q-462699, Q-466054, Q-466153, Q-557933, Q-557996, Q-558546, Q-559002, Q-560312, Q-629950, Q-677814

Agency is terminating those contracts effective 3/1/2026 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$39,636.16

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-414315 - Pending - 10/15/2025 - \$6,795.85

Q-435113 - INUS315419 - 1/15/2025 - \$6,795.84

Q-466054 - Pending - 11/1/2025 - \$46,393.28

Q-466153 - Pending - 11/1/2025 - \$130,873.24

Q-557933 - Pending - 10/1/2025 - \$31,815.12

Q-559002 - Pending - 11/1/2025 - \$7,314.68

Q-677814 - Pending - 11/1/2025 - \$9,871.59

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote

Signature

Date Signed

9/9/2025



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Flower Mound Police Dept. - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

**STATEMENT OF WORK FOR THE
IMPLEMENTATION OF AXON INTERVIEW ROOM
FOR FLOWER MOUND POLICE DEPT. - TX
("SOW")**

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street





1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Flower Mound Police Dept. - TX who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- ▶ Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.2.1 HQ

- ▶ Agency will supply 2 Servers.
 - If agency grants access, Axon will unbox and rack servers.
 - Agency will ensure servers are powered on with Windows installed prior to Install date.
 - Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
 - Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).

Axon will supply 1 network switches

Agency will supply Network Switches.

- ▶ Axon Professional Services will provide network cabling.
- ▶ Agency will configure all network equipment.
- ▶ Agency will prepare all rooms prior to installation.
 - Removing all evidence from room.
 - Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.
- ▶ Axon will mount/place Touch Panels Wall mounted outside each room



► **Room 1**

- o For notification LED along with associated equipment for functioning.
- o Overt Fixed Dome Enclosure
- o Covert Camera in Flush Mount Enclosure Enclosure

► **Room 2**

- o For notification LED along with associated equipment for functioning.
- o Overt Fixed Dome Enclosure
- o Covert Camera in Flush Mount Enclosure Enclosure

► **Lobby Interview Room**

- o For notification LED along with associated equipment for functioning.
- o Overt Fixed Dome Enclosure
- o Covert Camera in Flush Mount Enclosure Enclosure



2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
 - o Hardware Wiring
 - o Hardware Mounting
 - o Hardware Functionality
 - o Firmware Updates
 - o Software Install and Configuration
 - o Functional Test of all features

2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY

Signature: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

DATE: October 20, 2025
FROM: Steven Strickland, Captain Support Services
ITEM: **Consider approval of the purchase of services and equipment from Motorola Solutions, Inc., in the amount of \$180,176.70 to enable and program AES-256 bit encryption and multi-key functionality on police APXNext portables, APX6000 portables, APX6500 mobile radios, and MCC7500e dispatch consoles.**

BACKGROUND: One of the primary reasons for adopting AES-256 multi-key encryption in public safety communications is its ability to safeguard sensitive information. Law enforcement agencies often communicate regarding critical situations involving personal and confidential data. AES encryption ensures that these communications remain private and secure, preventing unauthorized access, interception, or tampering. Given the growing risk of cyberattacks and eavesdropping, encryption has become an essential tool for maintaining trust and confidentiality. AES Encryption ensures adherence to regulatory and industry standards that require secure communication protocols. AES encryption is widely recognized as a highly secure and efficient encryption method, meeting the standards set by the National Institute of Standards and Technology (NIST). By adopting AES, agencies can ensure compliance with these regulatory requirements, such as those mandated by the Federal Communications Commission (FCC) and other local or federal guidelines that govern law enforcement and emergency communications. AES encryption is the recognized Project 25 (P25) compliant standard and recommended by the Association of Public-Safety Communication Officials (APCO). AES encryption is widely adopted across various industries worldwide, not just in public safety communications. This universal acceptance ensures interoperability between different agencies and regions (including neighboring agencies), facilitating seamless communication during joint operations, multi-agency collaborations, or large-scale emergency responses.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Remain on a less secure ADP encryption standard with reduced interoperability.

FISCAL IMPACT: \$180,176.70

Proposed Expenditure/(Revenue)
\$180,176.70

Account Number(s):
318-560-43500-4100

LEGAL REVIEW: (Name of Town Attorney), 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.

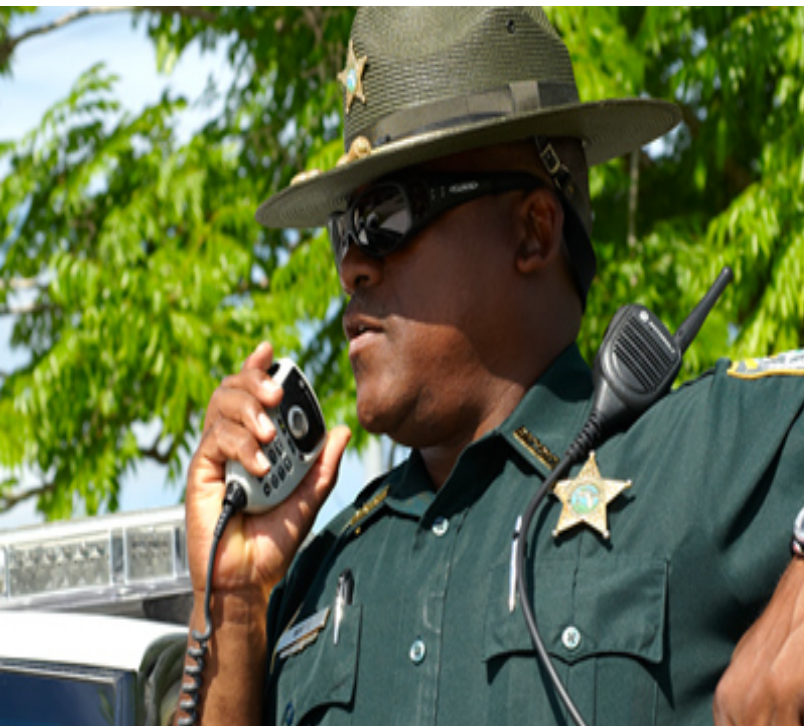
The Town's standard (construction agreement, professional service agreement, etc) form documents,

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. AES-256 & Multikey Addition - Revised Expiration Date

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



FLOWER MOUND, TOWN OF

AES-256 / Multikey Addition

09/19/2025

09/19/2025

FLOWER MOUND, TOWN OF
2121 CROSS TIMBERS RD
FLOWER MOUND, TX 75028

RE: Motorola Quote for AES-256 / Multikey Addition

Dear Steven Strickland,

Motorola Solutions is pleased to present FLOWER MOUND, TOWN OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

Quote Includes:

- Addition of AES encryption and multikey on APX Next portables, APX6000 portables, APX6500 mobiles, and MCC7500e consoles.
- Programming Technician time to add AES encryption and multikey to all listed equipment. Programming Technician will be on site for three days
- System Technician time to add AES encryption and multikey to MCC7500e consoles. System Technician time will be on site for one full day

This information is provided to assist you in your evaluation process. Our goal is to provide FLOWER MOUND, TOWN OF with the best products and services available in the communications industry. Please direct any questions to Jonathan Castilaw at jonathancastilaw@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jonathan Castilaw

MR Account Executive

Motorola Solutions Manufacturer's Representative

Billing Address:
FLOWER MOUND, TOWN OF
2121 CROSS TIMBERS RD
FLOWER MOUND, TX 75028
US

Shipping Address:
FLOWER MOUND, TOWN OF
4150 KIRKPATRICK LN
Flower Mound, TX 75028
US

Quote Date:09/19/2025
Expiration Date:11/23/2025
Quote Created By:
Jonathan Castilaw
MR Account Executive
jonathancastilaw@callmc.com
469-263-5292

End Customer:
FLOWER MOUND, TOWN OF
Steven Strickland
Steven.strickland@flowermound.gov
972-539-0525

Contract: 39000 - DIR-CPO-5433

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	FLASHport Series	APXNEXTH45FLASHPORT				
1	T8676A	TDMA*	1	\$64,815.00	\$51,852.00	\$51,852.00
1a	H869DC	ENH: MULTIKEY	145			
	FLASHport Series	APX6500FLASHPORT				
2	T7698A	TDMA*	1	\$22,300.00	\$17,840.00	\$17,840.00
2a	W969BL	ENH: MULTIKEY OPERATION	50			
	After Market Encryption Upgrades					
3	T7936A	APX UCM UPGRADE CD*	1	\$37,311.53	\$29,849.22	\$29,849.22
3a	CA00182AR	ADD: AES ENCRYPTION SOFTWARE	50			
	FLASHport Series	APX6000FLASHPORT				
4	T7664A	SOFTWARE LICENSE DIGITAL SMARTZONE*	1	\$34,788.00	\$27,830.40	\$27,830.40
4a	H869CC	SOFTWARE LICENSE ENH: MULTIKEY	78			
	After Market Encryption Upgrades					
5	T7936A	SOFTWARE LICENSE APX UCM UPGRADE CD*	1	\$58,171.53	\$46,537.22	\$46,537.22
5a	CA00182AR	ADD: AES ENCRYPTION SOFTWARE	78			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
Product Services						
6	LSV00Q00202A	DEVICE PROGRAMMING	1	\$5,142.86	\$5,142.86	\$5,142.86
Product Services						
7	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE	1	\$1,125.00	\$1,125.00	\$1,125.00

Grand Total

\$180,176.70(USD)



Line #	Item Number	Parametric Data
1	T8676A	Incomplete
2	T7698A	Incomplete
3	T7936A	Incomplete
4	T7664A	Incomplete
5	T7936A	Incomplete



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



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

DATE: October 20, 2025
FROM: Dale Crown, Assistant Director of Engineering
ITEM: **Consider approval of a First Amendment to the Professional Services Agreement with Ardurra Group, Inc., for design and construction phase services associated with the Wastewater Treatment Plant Effluent Filter Rehabilitation project, to increase the design fee by \$98,260.00.**

BACKGROUND: On June 3, 2024, the Professional Services Agreement for the Wastewater Treatment Plant Effluent Filter Rehabilitation project was approved, in the amount of \$399,980.00, to Ardurra Group, Inc. The attached First Amendment to the Professional Services Agreement provides for additional tasks related to design and construction phase services. An additional task item allows for additional structural analyses of the existing facility performed during the design phase. Additional task items will allow for the design consultant to provide construction administration support during construction and inspection services to augment the Town's staff during construction. Building Inspections staff ensure electrical power system is installed per the construction plans, but they do not review the installation of internal controls and instrumentation, which is the responsibility of the owner. It is proposed that Ardurra Group, Inc. perform these additional inspections not covered through the Building Permit process.

If approved, the amendment will increase the contract amount by \$98,260.00 to \$498,240.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$98,260.00

Proposed Expenditure/(Revenue)
\$98,260.00

Account Number(s):
630-970-98285-6070

LEGAL REVIEW: The Town's standard professional service agreement amendment form document, 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 Amendment 1

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
ARDURRA GROUP, INC.**

This First Amendment to Professional Services Agreement (“First Amendment”) 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 Mayor, and **ARDURRA GROUP, INC.**, (“hereinafter referred to as “Consultant”) regarding the following project:

WASTEWATER TREATMENT PLANT EFFLUENT FILTER REHABILITATION

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the Wastewater Treatment Plant Effluent Filter Rehabilitation project (“Services”) on or about the 3rd day of June, 2024 (the “Contract”); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

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:

**A.
Recitals Incorporated**

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this First Amendment, and made a part hereof by reference just as though they are set out in their entirety.

**B.
Amendment of Paragraph No. II**

From and after the approval of this First Amendment, Section II of the Contract, entitled “Scope of Services” is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

“CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment “A1” entitled “Scope of

Services”, as are necessary to complete the Wastewater Treatment Plant Effluent Filter Rehabilitation (hereafter referred to collectively as the “Project”). Attachment “A1” 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 “A1” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

From and after the approval of this First Amendment, Section III of the Contract entitled “Payment for Services” is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed Four Hundred Ninety-Eight Thousand Two Hundred Forty and 00/100 Dollars (\$498,240.00) as specified in Attachment “B1”.”

D.

Revisions of the Scope of Services

From and after the approval of this First Amendment, Attachment “A”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “A1” to the Contract. In case of conflict in the language of Attachment “A1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this First Amendment, Attachment “B”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “B1” to the Contract. In case of conflict in the language of Attachment “B1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the First Amendment, the terms of the First Amendment shall control.

[Signature Page to Follow]

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

CONSULTANT:
ARDURRA GROUP, INC.

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

Name: Randel L. West, PE

Title: Client Services Manager

Dated: 09-22-2025

By: _____

Name: _____

Title: _____

Dated: _____

**ATTACHMENT A1
SCOPE OF SERVICES
WASTEWATER TREATMENT PLANT IMPROVEMENTS**

PROJECT DESCRIPTION

The Project will provide engineering services for the design of improvements to the Flower Mound Wastewater Treatment Plant (WWTP).

1. The design will include the following primary elements for renovation of the effluent filters:
 - a. Replace all original cloth media disk filter equipment with new equipment from original manufacturer.
 - b. Replace effluent surface aerators.
 - c. Design submersible walkway in each filter basin
 - d. Replace isolation gates for each filter basin
 - e. Design monorail and crane for each filter basin
 - f. Improve lighting in the filter facility

SCOPE OF SERVICES

Task 1 - Project Management, Quality Assurance and Quality Control

1. The ENGINEER shall provide project management and progress reporting functions required for all Tasks.
2. Monthly Invoicing and Progress Reporting: The ENGINEER shall prepare and submit to OWNER monthly invoice including the following:
 - a. Monthly invoice.
 - b. Progress report for time period associated with the invoice.
3. Progress Meetings:
 - a. ENGINEER shall conduct up to three progress meetings with the OWNER. The meetings shall cover the following items at a minimum:
 - i. Update the team on project status, progress achieved, and potential deviations from the Scope of Services and corrective actions.
 - ii. Discuss project issues, coordinate work activities and review planned work activities. These progress meetings will be conducted in conjunction with work product review meetings or workshops identified herein. The Engineer shall prepare an agenda for each meeting.
 - iii. ENGINEER shall distribute meeting minutes within seven (7) work days of the meeting.
4. Quality Assurance and Quality Control: The design documents shall be reviewed by ENGINEER's technical advisors and/or senior technical staff for quality assurance and quality control (QA/QC) purposes prior to delivery to the OWNER.

ATTACHMENT A1
SCOPE OF SERVICES

- a. ENGINEER QA/QC reviews of each deliverable shall be completed prior to submitting to the OWNER for review. A concurrent QA/QC review with the OWNER shall not be permitted without prior written approval from the OWNER.
5. Schedule: ENGINEER shall provide a schedule for execution of the project.
 - a. Schedule shall be updated on an as needed basis.

Task 2 - Design Services

Engineer shall provide Final Design Services in accordance with Basic Services of the Contract and as supplemented herein.

A. Engineering Design Manual and 30 Percent Project Design Documents

1. ENGINEER shall prepare a detailed Engineering Design Manual (EDM) that summarizes design and document details for the project design. The EDM will include Technical Memorandums that include the basis of design, regulatory requirements, design calculations, code requirements, cut-sheet information, and 30 percent design drawings.
2. Engineering Design Manual Outline:
 - a. Existing Filter Design Summary
 - b. Filter Capacity and Hydraulics
 - c. Process Mechanical
 - i. Effluent Filters
 - ii. Effluent Surface Aerators
 - d. Electrical
 - e. Instrumentation and Control
 - f. Construction Sequencing and Maintenance of Plant Operations (MOPO)
 - g. 30 percent drawings
 - h. Opinion of Probable Cost (OPCCs)
3. ENGINEER will develop 30 percent level of Front-End Contract Documents and Technical Specifications. The Front-End contracts documents required for the project shall be provided by the OWNER.
 - a. Technical Specifications shall include draft sections for all items anticipated for the project. Technical specification shall be draft level Specifications that identify the items being proposed in the design and draft technical details.
4. Deliverables: ENGINEER shall provide the following:
 - a. Engineering Design Manual: Provide 2 Printed Manuals and in a PDF format.
 - b. Contract Document and Technical Specifications in a PDF format.
5. ENGINEER shall conduct an internal QC review prior to OWNER's review. ENGINEER shall incorporate all internal QC comments prior to Review meeting with OWNER.
6. OWNER shall conduct a review of all deliverables and provide questions and comments for ENGINEERs review and response.
7. Review Meeting: ENGINEER shall conduct the meeting between OWNER's Project Team and ENGINEER to review the Engineering Design Manual, Contract Document and

ATTACHMENT A1
SCOPE OF SERVICES

Technical Specifications.

- a. Prepare and submit an agenda for the review meeting.
- b. Prepare and submit meeting minutes to the OWNER for review and comment within seven (7) work days of the meeting.
- c. ENGINEER shall incorporate OWNER review comments into the 60 Percent design deliverable and submit a response matrix documenting the proposed action to the Owner's comments with the 60 percent design deliverable.

B. 60 Percent Project Design Documents

1. ENGINEER shall incorporate all OWNER comments into the Engineering Design Manual. ENGINEER shall complete the Engineering Design Manual and distribute to the OWNER for reference throughout Final Design.
2. Construction Drawings to 60 percent:
 - a. Cover Sheet
 - b. Sheet Index
 - c. Legend and Symbols Sheet(s)
 - d. General Notes
 - e. Site Plan
 - f. Existing Effluent Filter Layout
 - g. Demolition and Abandonment Plans for Existing Facilities
 - h. Structural Plans of Sections of Filter Complex
 - i. Mechanical Plans for Effluent Filter Levels
 - j. Mechanical Sections for Effluent Filters
 - k. Mechanical Sections and Details for Effluent Filters
 - l. Electrical Plan
 - m. Electrical Power Distribution Diagram
 - n. Electrical Schedule of MCC Modifications
 - o. Instrumentation and Controls P&IDs
3. Specifications:
 - a. Division 1 Contract Document specifications.
 - b. Major equipment specifications.
 - c. Instrument device schedule and I/O lists.
 - d. Project requirements specification including a draft sequence of construction.
4. Opinion of Probable Construction Costs:
 - a. Provide an updated OPCC.
 - b. ENGINEER shall provide the OPCC report matching the anticipated bid structure of the Project.
5. Deliverable: ENGINEER shall provide the following with 60 percent design deliverable:
 - a. Plans shall be Provided in Digital PDF format.
 - b. Specifications shall be Provided in Digital PDF format.
 - c. Updated OPCC.
 - d. ENGINEER shall indicate if any review comments are a material change to the design

ATTACHMENT A1
SCOPE OF SERVICES

- scope with regards to engineering services fee, design schedule, or construction cost.
- e. After review with the OWNER, ENGINEER shall incorporate the comments into the next design deliverable submittal.
- 6. ENGINEER shall conduct an internal QC review prior to OWNER's review. ENGINEER shall incorporate all internal QC comments prior to Review meeting with OWNER.
- 7. OWNER shall conduct a review of all deliverables and provide questions and comments for ENGINEERs review and response.
- 8. Review Meeting: ENGINEER shall conduct the meeting between OWNER's Project Team and ENGINEER to review the 60 percent design deliverable.
 - a. Prepare and submit an agenda prior to the review meeting.
 - b. Prepare and submit meeting minutes to the OWNER for review and comment within seven (7) work days of the meeting.
 - c. ENGINEER shall incorporate OWNER review comments into the 90 percent design deliverable and submit a response matrix documenting the proposed action to the Owner's comments with the 90 percent design deliverable.
- C. 90 Percent Project Design Documents**
 - 1. ENGINEER shall advance the design to an approximate 90 percent design level. It will build upon the Engineering Design Manual and 30 percent documents and 60 percent design documents.
 - 2. Plans:
 - a. Updates to all drawings provided with 60 percent design
 - b. Cover sheet
 - c. Sheet Index
 - d. Legend and symbols sheet(s)
 - e. General Notes
 - f. Site Plan
 - g. Existing Effluent Filter Layout
 - h. Demolition and Abandonment Plans for Existing Facilities
 - i. Structural Plan and Sections of Filter Complex
 - j. Structural Details
 - k. Mechanical Plans for Effluent Filter Levels
 - l. Mechanical Sections for Effluent Filters
 - m. Mechanical Sections and Details for Effluent Filters
 - n. Electrical Plan
 - o. Electrical Power distribution diagram
 - p. Electrical Schedule of MCC Modifications
 - q. Instrumentation and Controls P&IDs
 - 3. Specifications:
 - a. Updates to all specifications provided with the 60 percent design
 - b. OWNER front-end specifications, if Available including draft bid format in .csv file format. ENGINEER will develop Front-End Contract Documents if OWNER directs ENGINEER to develop the documents.

- c. Electrical specifications
- d. I&C specifications including incorporation of the Utilities Department's Standard Design Specifications for I&C and SCADA work.
- e. All other specifications required for a complete design.
- 4. Opinion of Probable Construction Costs:
 - a. Provide an updated OPCC.
 - b. ENGINEER shall provide summary and detail reports of the OPCC. Summary OPCC report shall match the anticipated bid structure of the Project.
- 5. Deliverable: ENGINEER shall provide the following with 90 percent design deliverable:
 - a. Plans shall be Provided in Digital PDF format.
 - b. Specifications shall be Provided in Digital PDF format.
 - c. Updated OPCC and variance report: Provide in PDF format.
 - d. 60 percent Design Comment Response Matrix and Decision Log: Provide in PDF format.
- 6. ENGINEER shall conduct an internal QC review prior to OWNER's review. ENGINEER shall incorporate all internal QC comments prior to Review meeting with OWNER.
- 7. OWNER shall conduct a review of all deliverables and provide questions and comments for ENGINEERs review and response.
 - a. After review with the OWNER, ENGINEER shall incorporate the comments into the next design deliverable submittal.
- 8. Review Meeting: ENGINEER shall conduct the meeting between OWNER's Project Team and ENGINEER to review the 90 percent design deliverable.
 - a. Prepare and submit an agenda prior to the review meeting.
 - b. Prepare and submit meeting minutes to the OWNER for review and comment within seven (7) work days of the meeting.
 - c. ENGINEER shall incorporate OWNER review comments into the 90 percent design deliverable and submit a response matrix and decision log documenting the proposed action to the Owner's comments with the 100 percent design deliverable.

D. Final Design Documents

- 1. ENGINEER shall advance the design to an approximate 100% design level. It will build upon the Engineering Design Manual and 30, 60, 90 percent designs, and regulatory review comments.
- 2. Incorporate comments from ENGINEER's internal Quality Control, OWNER, and applicable regulatory agencies into the Final Design Documents.
- 3. Opinion of Probable Construction Costs:
 - a. Provide an updated OPCC.
 - b. ENGINEER shall provide summary and detail reports of the OPCC. Summary OPCC report shall match the anticipated bid structure of the Project.
- 4. Deliverables:
 - a. Final Bid Ready Plans:
 - i. Electronic: Provide full-scale plans in PDF format.
 - ii. Hard copy: Provide up to three (3) half-scale sets.

ATTACHMENT A1
SCOPE OF SERVICES

- b. Bid Ready Contract Document and Specifications:
 - i. Electronic: Provide in PDF format. PDF format shall be fully indexed using the Table of Contents and bookmarks shall be created in the navigation frame for each major entry in the Table of Contents.
 - ii. Hard copy: Provide three (3) sets of Construction Documents.
- c. Updated OPCC and variance report: Provide in PDF format.
- d. 90% Design Comment Response Matrix and Decision Log: Provide in PDF format.

E. Permitting

- 1. ENGINEER shall provide supporting documentation for applicable permits.
 - a. Provide assistance to OWNER in obtaining permits from federal, state, and local agencies.
 - b. Submit the required sets of documents for review and approval.
 - c. Provide formal responses to any comments received and incorporate revisions into the Construction Contract Documents.
 - d. Provide in the Construction Contract Documents a list of permits which must be obtained by the CONTRACTOR.
- 2. The following permits are anticipated:
 - a. TCEQ – Construction Permit.
- 3. OWNER shall pay all applicable permit fees.

F. Utility Coordination

- 1. Utility Coordination not included in this scope.

G. Surveying and Subsurface Utility Engineering (SUE)

- 1. SUE not included in this scope.

H. Geotechnical Services

- 1. Geotechnical Services not included in this scope.

Task 3 - Additional Structural Design Modifications

- 1. The ENGINEER will provide a design report evaluating the existing steel frame canopy and supports for structural capacity and additional loading required to accommodate a monorail trolley system capable of lifting up to 2 tons for removal of wet disks and the center tube assembly.
- 2. The ENGINEER will provide sealed drawings and structural notes for the construction of the overhead monorail hoist and trolley system mounted to the existing steel frame canopy. This will include the design of any additional structural elements required to stiffen the canopy system to meet current structural code requirements.
- 3. The ENGINEER will also provide sealed drawings and structural notes for the construction of submerged walkways to be installed within the existing filter basins, allowing operators safe access to lift filters from the basins.

Task 4 - Bidding Services

ENGINEER shall provide Bidding Services in accordance with Basic Services of the Contract and as supplemented herein.

ATTACHMENT A1
SCOPE OF SERVICES

A. Bid Advertisement and Bid Services:

1. ENGINEER shall assist OWNER with advertisement of the Contract Documents.
2. ENGINEER shall provide responses to bidders' questions.
3. ENGINEER shall prepare and distribute any resulting Addendums required to make a change to the bidding documents.

B. Bid Review:

1. ENGINEER will review bids for completeness, conformance with the Bid Documents, and coordinate as required to resolve any clarifications.

C. Conformed Drawings and Specifications:

1. Following the bid opening and award of project, revise the Drawings and Specifications to incorporate changes made during the Bidding Phase by addendum to present a unified set of documents for use during the construction process. A copy of all addenda shall be placed at the front of the Conformed Specifications.
2. Deliverable:
 - a. Electronic: Provide in PDF format.
 - i. ENGINEER shall not be required to provide CADD files of Contract Drawings to OWNER or Contractor.
 - b. Hard Copy – OWNER:
 - i. Provide five (5) half-scale sets of Conformed Drawings.
 - ii. Provide five (5) copies of the Conformed Specifications.
 - c. Hard Copy – CONTRACTOR:
 - i. Provide one (1) full-size set of Conformed Drawings.
 - ii. Provide two (2) half-sized scaled set of Conformed Drawings.
 - iii. Provide two (2) copies of the Conformed Specifications.

Task 5 - Construction Administration Services

Engineer shall provide Construction Administration Services in accordance with Basic Services of the Contract and as supplemented herein.

A. Project Management

1. The ENGINEER shall provide construction phase project management and progress reporting functions required for all Tasks.
2. Monthly Invoicing and Progress Reporting: The ENGINEER shall prepare and submit to OWNER a monthly invoice including the following:
 - a. Monthly invoice.
 - b. Progress report summarizing work performed, including submittal reviews, RFIs, site visits, and other construction-related activities for the associated billing period.

B. Pre-Construction Conference

1. ENGINEER shall attend the pre-work conference with OWNER and CONTRACTOR.
2. ENGINEER shall distribute Conformed Documents to all parties at the pre-work conference.

ATTACHMENT A1
SCOPE OF SERVICES

C. Construction Support

1. Meetings and Site Visits
 - a. Construction Progress Meetings
 - i. ENGINEER shall attend construction progress meetings with CONTRACTOR and OWNER.
 - b. Special On-site Meetings
 - i. ENGINEER shall attend up to two (2) special on-site meetings (not conducted on the same day as the regularly scheduled meetings) at the request of the OWNER to discuss and assist in resolving construction issues.
 - ii. The intent of these meetings is to expedite the submittal review process, resolve change order requests, requests of information (RFIs), and other issues that arise during construction.
 - c. Site Visits
 - i. ENGINEER shall make visits to the project site at intervals appropriate to the various stages of construction, as the ENGINEER deems necessary, to observe the CONTRACTOR's executed Work.
 - ii. ENGINEER shall document site visits and submit a report to the OWNER within seven (7) workdays of each site visit.
 - iii. Defective Work: ENGINEER shall notify the OWNER and CONTRACTOR if, on the basis of the ENGINEER's observations, the ENGINEER believes that such Work (a) is defective under the standards set forth in the Construction Contract Documents, (b) will not produce a completed Project that conforms to the Construction Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as functioning whole as indicated by the Construction Contract Documents.
2. Submittals
 - a. ENGINEER shall complete submittal reviews within fifteen (15) week days after receipt from CONTRACTOR.
 - b. Review of submittals includes all Operation and Maintenance (O&M) manuals submitted by the CONTRACTOR as required by the Construction Contract Documents.
3. Requests for Information
 - a. Requests for Information (RFI)
 - i. ENGINEER shall be responsible for preparing responses to all RFIs which includes requests for substitution and/or "or-equal".
4. Start-Up and Testing Support:
 - a. ENGINEER shall review the CONTRACTOR's proposed start-up and testing plan for compliance with the Construction Contract Documents.
 - b. ENGINEER shall review start-up and testing reports from the CONTRACTOR, including subcontractors and manufacturers, for compliance with the Construction Contract Documents.
5. Project Closeout:

- a. ENGINEER shall conduct a project walkthrough and develop a punch list of defective or non-conforming construction items when CONTRACTOR requests a certificate of substantial completion.
- b. Final Inspection meeting and included deficiencies on the punch list submitted to the CONTRACTOR shall be conducted to confirm all punch list items have been completed and the project is in conformance with the Contract Documents.
- c. ENGINEER shall provide record copies of the following at project closeout:
 - i. Equipment O&M Manuals:
 - (1) Provide final versions in PDF format.
 - (2) Coordinate transmittal of CONTRACTOR-provided hard copies to the OWNER.
 - ii. Warranties: electronic format.
 - iii. Meeting Minutes: electronic format.
 - iv. Construction Photographs: electronic format.
 - v. Site Visit Reports: electronic format.
 - vi. Start-up and Testing Reports: electronic format.
 - vii. Record Drawings as provided by the CONTRACTOR.
- d. Electronic documents shall be provided via a portable hard drive or flash drive unless otherwise approved by the OWNER. Files shall be organized in folders by type of document.

Task 6 - Construction Inspection Services

- 1. Provide part-time on-site technical observation of Contractor's activities to verify and ensure all work materials, structures, equipment, and workmanship comply with the Contract Documents including Addenda, and Change Orders. Confirm that Contractor maintains good construction practices and professional standards prevailing in the local, City, County, and State of Texas. Utilize Client's preferred document control system for all inspection reports.
 - a. Notify the Client if Contractor's work is not in compliance with the Contract Documents or specifications. Notify the Client of any failure of the Contractor to take measures to repair and bring work into compliance.
 - b. Issue Advisory Notices to Client for work that is not in compliance with approved construction documents.
 - c. Inspect and observe the materials and equipment being incorporated into the work, according to furnished submittal data, to assure that they are handled, stored, and installed in accordance with the Contract Documents and specifications. Report to the Client regarding these activities.
- 2. Identify, record, and notify the Client of any problems or failures to meet performance requirements in a timely manner to minimize delay in the progress of the project, make recommendation(s) for appropriate solution to the Client.
- 3. Immediately notify the Client in the event of an on-site accident. Record and note conditions, activities, and witnesses to the event.
- 4. Consult with Client in advance of scheduled major work operations, tests, inspections or

ATTACHMENT A1
SCOPE OF SERVICES

start of important phases of project. Schedule pre-activity meetings, document and ensure plan of action identified is maintained and serves to reduce the impact of construction to City operations and is planned and executed accordingly.

Task 7 - Record Drawings Services (To Be Negotiated at a Later Date)

1. The ENGINEER shall provide Services in accordance with Basic Services of the Contract and as supplemented herein.
2. The ENGINEER shall provide Corrected Final Plans with any changes based on field surveys that reflect actual construction. Corrections, comments, changes, and any other markings must be highlighted in RED.
3. AutoCAD .dwg files shall be provided in AutoCAD digital file.

Project Schedule:

Task	Work Item	Time to Complete	Completion Time from NTP
2	Engineering Design Manual / 30 Percent Specs.	1 months	1 months
	60 Percent Design	2 months	3 months
	90 Percent Design	2 months	5 months
	100 Percent Design	1 months	6 months
3	Additional Structural Design Modification	3 months	6 months
4	Bidding	1 months	7 months
5	Construction Administration Services	13 months	20 months
6	Construction Inspection Services		
7	Record Drawings	1 months	21 months

ATTACHMENT B1
COMPENSATION for BASIC SERVICES
WASTEWATER TREATMENT PLANT IMPROVEMENTS

Basic Services

Compensation for basic services may not exceed Four Hundred Ninety-Eight Thousand Two Hundred and Forty dollars \$498,240.00, and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Tasks are broken out as follows:

Task No. 1: Project Management, Quality Assurance and Quality Control	\$ 40,480.00
Task No. 2: Design Services	
Task No. 2A: Engineering Design Manual and 30% Project Design Documents	\$ 89,390.00
Task No. 2B: 60% Project Design Documents	\$ 115,090.00
Task No. 2C: 90% Project Design Documents	\$ 93,970.00
Task No. 2D: Final Design Documents	\$ 36,210.00
Task No. 2E: Permitting	\$ 3,040.00
Task No. 3: Additional Structural Design Modifications	\$ 19,800.00
Task No. 4: Bidding Services	
Task No. 4A: Bid Advertisement and Bid Services	\$ 13,870.00
Task No. 4B: Bid Review	\$ 930.00
Task No. 4C: Conformed Drawings and Specifications	\$ 7,000.00
Task No. 5: Construction Administration Services	
Task No. 5A: Project Management	\$ 5,040.00
Task No. 5B: Pre-Construction Conference	\$ 3,420.00
Task No. 5C: Construction Support (Hourly Not to Exceed)	\$ 45,000.00
Task No. 6: Construction Inspection Services (Hourly Not to Exceed)	\$ 25,000.00
<u>TOTAL</u>	<u>\$ 498,240.00</u>

**ATTACHMENT C1
ADDITIONAL SERVICES
WASTEWATER TREATMENT PLANT IMPROVEMENTS**

Additional Services shall only be provided upon prior written and clearly detailed direction of the OWNER. The Engineer may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

- AS.1: Design services for additional rehabilitation elements or new tasks shall be negotiated on an as needed basis.
- AS.2: Construction Administration Services in excess of the construction duration listed in the Project Schedule shall be negotiated on an as needed basis.



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

DATE: October 20, 2025
FROM: Sarah Luxton, Senior Management Analyst
ITEM: **Consider approval of the donation of two historical items (mirror and gasolier); authorizing the Town of Flower Mound to accept the items into their collection.**

BACKGROUND: Consider approval of the donation of several historical items; authorizing the Town of Flower Mound to accept items into their collection. The items include a mirror and gasolier chandelier.

On December 2, 2024, the Town of Flower Mound passed the Historical Collection Policy that allows the Town to acceptance, deaccession, loan, and maintenance of items and information of historical significance, including criteria and procedures. Per the Historical Collection Policy, the Town Council is able to approve items to be accepted as a donation or loan to the Town of Flower Mound. The Historical Commission recommended the approval of the two items by a vote of 6/0 at their regular meeting on September 23, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: The Historical Commission recommended the approval of the two items by a vote of 6/0 at their regular meeting on September 23, 2025.

ALTERNATIVES: N/A

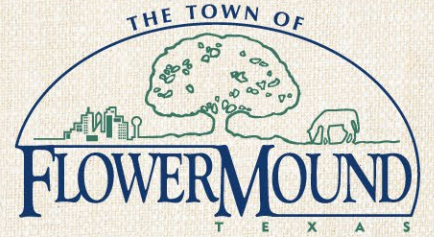
FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: The Town's standard 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. TC - Historical Collection Item Presentation 10-20-2025

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



Historical Collection Item

Sarah Luxton
Senior Management Analyst

Acceptance Item

- Application Submitted by:
Megan Black
- Item under review:
Mirror
- History of the item:
This mirror was purchase from a Grapevine Antique Mall with a tag that said, “ Old Mirror from a Flower Mound Cabin”. It is 30 x 18 weighs 7-8 lbs.



Acceptance Item

- Application Submitted by:
Sandra Olsson
- Item under review:
Chandelier
- History of the item:
The chandelier purportedly is of Civil War vintage, produced by a well known company, Magic. It hung in our next home, but was relegated to the attic. It is too special to rest there. It has obviously been converted to electricity. The glass globes are original. Flower Mound already has the lamp; it is in the bedroom of the Grant-Gibbs house.





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

DATE: October 20, 2025
FROM: John Habern, Park Development Manager
ITEM: **Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with the 2025 Bond for the Shadow Ridge Park trail segment, through the Town of Flower Mound contract No. 2021-72-B, Utility Cut Repairs and Park Improvements, in the amount of \$257,847.43.**

BACKGROUND: The proposed project consists of constructing a new multi-use looped trail through Shadow Ridge Park, beginning at St. Francis and extending to Lexington Crossing. The scope of work includes the removal of approximately 1,320 square yards of existing sidewalk and the installation of 2,027.5 square yards of new reinforced concrete trail. In preparation for the trail installation, the project will require 501 cubic yards of unclassified excavation and 334 cubic yards of topsoil for grading. Additional improvements include the installation of three pedestrian ramps and the replacement of existing trail sections that do not meet current ADA accessibility standards.

This project is funded through the 2025 Bond Program and represents the first phase of this segment. Phase Two will extend the trail from Lexington Crossing to Shadow Ridge Middle School, completing the connection of the Town's larger Bluebonnet Trail system.

Construction will be performed by Apex Concrete Construction, Inc. under the existing Utility Cut Repairs and Park Improvements Contract No. 2021-72-B. Work is anticipated to begin in November 2025 and will require approximately 3–4 weeks to complete.

BOARD REVIEW/CITIZEN FEEDBACK: This project is part of the 2025 Bond package approved by Flower Mound voters in May of 2025.

ALTERNATIVES: N/A

FISCAL IMPACT: \$257,847.43

Proposed Expenditure/(Revenue)
\$257,847.43

Account Number(s):
537-110-90776-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Apex Estimate

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

Grapevine, TX 76099
 817-454-1995
 Fax 817-337-8958

Date	Estimate #
7/31/2025	1112

Name / Address
Town of Flower Mound Parks Attn: Chuck Jennings

Ship To
Shadow Ridge Park Trail rehab

Project

Qty	Item	Description	Rate	Total
1,320	sidewalk	Begining at St. Francis - Ending at Lexington Crossing		
2,027.5	concrete	Item # 48 Remove 4"-5" CONCRETE SIDEWALK	34.65	45,738.00
		Item # 68 INSTALL 5.5" REINFORCED CONCRETE TRAIL	80.19	162,585.23
501	excavation	Item # 171 Unclassified Excavation	24.20	12,124.20
334	top soil	Item # 166 TOPSOIL PROVIDED WITH GRADING	93.50	31,229.00
3	ramp	Item # 134 Install TXDOT Type 7 Ped. Ramps directional	2,057.00	6,171.00
		Bid # 2021-72-B		
			Total	\$257,847.43



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

DATE: October 20, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of an amendment to the Professional Service Agreement with Freese and Nichols, Inc. to provide support, a monitoring plan and records review for the EPA Lead and Copper Rule Revision Compliance Program, in the amount of \$114,763.00.**

BACKGROUND: The US Environmental Protection Agency (EPA) Lead and Copper Rule Revisions (LCRR) require water systems to prepare and maintain an inventory of all water service line materials. Additionally, any water system that contains lead or has an unknown service line material must develop a lead service line replacement plan. Water systems are also required to share this information with the public and maintain their inventory until they have removed all lead service lines. The Proposed Lead and Copper Rule Improvements (LCRI) requires a full-service line replacement of identified lead within 10 years.

This amendment #3 to the existing agreement with Freese and Nichols, Inc. will continue to provide support, a monitoring plan, an asset inventory of material records, and ensure the Town will be able to provide the required documentation based on updated Lead and Copper Rule Improvements. Freese & Nichols would also assist in preparing and implementing a public outreach plan, as required part of this rule. The Town has successfully identified all water service lines and provided the inventory to the Texas Commission of Environmental Quality (TCEQ). Freese & Nichols supported the Town with the water service line inventory database and submission to TCEQ as part of the original professional service agreement.

Freese & Nichols is currently working with many municipal jurisdictions within the Dallas-Fort Worth Metroplex area and was selected as the best-qualified engineering firm to provide these services.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Public Works staff would perform services that would increase workload and could jeopardize meeting the TCEQ and EPA regulatory compliance deadlines.

FISCAL IMPACT: \$114,763.00

Proposed Expenditure/(Revenue)
\$114,763.00

Account Number(s):
630-960-96004-6170

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. FLW24167 PSA Amendment #3 LCCRR 091825

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
FREESE AND NICHOLS, INC.**

This Third Amendment to Professional Services Agreement (“First Amendment”) is entered into on this _____ day of _____, _____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “Town”), acting by and through its Mayor / Town Manager, and **Freese & Nichols, Inc.**, (“hereinafter referred to as “Consultant”) regarding the following project:

FLW24167-Flower Mound LCRR

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the Lead and Copper Rule Revision (LCRR) Compliance project (“Services”) on or about the 18th day of March, 2024_ (the “Contract”); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

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:

A.

Recitals Incorporated

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Third Amendment, and made a part hereof by reference just as though they are set out in their entirety.

B.

Amendment of Paragraph No. II

From and after the approval of this Third Amendment, Section II of the Contract, entitled “Scope of Services” is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

“CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment “A-3” entitled “Scope of Services”, as are necessary to complete the Lead and Copper Rule

Revision Compliance (hereafter referred to collectively as the “Project”). Attachment “A-3” 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-3” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

From and after the approval of this Third Amendment, Section III of the Contract entitled “Payment for Services” is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed One Hundred, Fourteen Thousand, Seven Hundred Sixty-Three Dollars and XX/100 (\$114,763.00) as specified in Attachment “B-3”.”

D.

Revisions of the Scope of Services

From and after the approval of this Third Amendment, Attachment “A”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “A-3” to the Contract. In case of conflict in the language of Attachment “A-3” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this Third Amendment, Attachment “B”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “B-3” to the Contract. In case of conflict in the language of Attachment “B-3” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the First Amendment, the terms of the First Amendment shall control.

[Signature Page to Follow]

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

CONSULTANT:
FREESE & NICHOLS, INC.

THE TOWN OF FLOWER MOUND, TEXAS

By: Trey Shanks

Name: Trey Shanks

Title: Vice-President/ Principal

Dated: September 18, 2025

By: _____

Name: _____

Title: _____

Dated: _____

ATTACHMENT A-3: SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

**LEAD AND COPPER RULE REVISION COMPLIANCE PROGRAM
TOWN OF FLOWER MOUND**

PROJECT UNDERSTANDING

This proposal continues the phased approach recommended by Freese and Nichols, Inc. (FNI) to assist the Town of Flower Mound (Town) in preparing for the Lead and Copper Rule Revisions (LCRR) and Lead and Copper Rule Improvements (LCRI). Previous authorizations covered service line inventory, compliance schedules, and budget planning. Amendment #3 is for the preparation of some items required for the LCRI compliance date of November 1, 2027. This scope of work will not fully prepare the Town for compliance with LCRI. FNI recommends deferring some LCRI preparation activities until state-specific guidance and templates are available from the Texas Commission on Environmental Quality (TCEQ). Those future items are described under the Additional Services section of this document.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK 8 - PROJECT MANAGEMENT AND COORDINATION MEETINGS

8.1 PROJECT KICKOFF MEETING

FNI will conduct a kickoff meeting with key stakeholders to discuss the project approach, roles, and deliverables.

8.2 PROJECT ADMINISTRATION

FNI will perform general administrative duties associated with the Project, including planning, progress monitoring, monthly progress reporting, scheduling, quality control/quality assurance, and invoicing for the Project. These duties include maintaining regular contact with the Town to help meet its needs promptly and executing work according to the work plan, budget, and schedule.

8.3 PROJECT COORDINATION MEETINGS

FNI will lead up to eight (8) virtual, one-hour coordination meetings with the Town's staff to facilitate the progress and completion of the Project. Topics for each meeting will be identified in advance and related to the execution of tasks in this Project.

At each meeting, FNI will be responsible for:

- Developing and distributing the agenda in advance of the meeting
- Moderating the discussion
- Distributing meeting minutes and action items

The Town will be responsible for:

- Reviewing the agenda and securing the participation of relevant staff for each meeting
- Reviewing meeting minutes and providing timely feedback to FNI

- Addressing action items on time

TASK 9 – SERVICE LINE MATERIAL INVENTORY UPDATES

FNI will validate the Town's Service Line Inventory per the LCRI requirements based on the most current guidance from EPA and TCEQ.

9.1 SUPPORT TO IDENTIFY SERVICE LINES PROVIDING SERVICE TO MULTIPLE BUILDINGS

Based on guidance, each building should have a unique record in the Town's service line inventory. FNI will review the Town's service line inventory and parcel data to identify service lines that provide service to multiple buildings (i.e., one town-owned service line to multiple privately owned service lines) at multi-family residential or commercial properties. As part of a project coordination meeting FNI will review:

- GIS and data analysis – will provide a Map of buildings identified for City to field inspect

The Town will be responsible for:

- Perform field inspections at the identified multi-building service locations to determine private service line material type.

9.2 SERVICE INVENTORY UPDATES

The Town will identify the service line material at the identified sites to validate the previously defined service line material on each side of the meter, as per guidance from the TCEQ. The Town will share its field data observations with FNI, and FNI will update the Town's existing inventory, providing a final database of the updated SLM Inventory.

TASK 9 DELIVERABLES

- One (1) meeting between the Town and TCEQ to discuss the Town's field collection methodology.
- Draft and Final field inspection map of identified multi-building sites.
- One (1) Post-inspection update to the SLM Inventory Geodatabase.

TASK 10 – CUSTOMER OUTREACH FOR SAMPLE SITE UPDATES

This task encompasses activities necessary for identifying new potential sample sites for lead and copper sampling in compliance with the LCRI. It includes developing outreach materials to collect information on interior plumbing materials and recruiting willing participants for future sampling events.

Since the Town has no known lead service lines, LCRI requires that new sample sites be selected based on interior plumbing materials (e.g., lead, galvanized plumbing, or lead solder). If there are not enough qualifying sites, the Town must select representative sites across the system. FNI will support the Town by developing and distributing outreach materials to collect information on interior plumbing, identify potential sampling sites, and recruit willing participants. Outreach will also capture customer contact information needed for future sampling events.

Upon completion of this task, additional preparation will still be required before LCRI sampling begins in January 2028. This future work will include updating the system monitoring plan with a sampling schedule approved by TCEQ, preparing updated sampling instructions, and developing new procedures and training for response actions required if lead levels exceed 10 µg/L. FNI recommends deferring these activities until updated TCEQ templates and guidance are available.

10.1 DEVELOP OUTREACH MATERIALS

FNI shall prepare all necessary public outreach materials to gather information on interior plumbing materials in customer homes and identify volunteers for the sampling program. These materials will include:

- A letter introducing the purpose of the outreach and requesting customer participation,
- A paper and an online form for collecting homeowner plumbing data and contact details, and
- Door hangers to be distributed in targeted areas.

10.2 DEVELOP OUTREACH STRATEGY

A routine progress meeting will be held to discuss where and how to target the outreach. One goal of the outreach is to identify sites with copper pipes with lead solder, which was used before the 1988 effective date of the lead ban. Broader outreach should also be used to gain a representative cross-section of system-wide plumbing materials. The Town can coordinate additional efforts to gather interior plumbing data to leverage direct site access opportunities.

The Town will be responsible for:

- Print and mail letters and print & distribute to door hangers.
- Collect and consolidate all customer responses, including completed online forms or returned letters.

10.3 DATA SUMMARY AND INVENTORY UPDATE

FNI will summarize response data in a table, indicating respondents who volunteer for future sampling, customer contact information, and any reported plumbing material data. FNI will incorporate this response data into the Town's SL Inventory for future use when determining final updated sample sites before the first required LCRI monitoring beginning in January 2028.

TASK 10 DELIVERABLES

- Outreach Materials: Electronic copies of the letter, door hanger, and online form content for Town review and record-keeping.
- Table of Response Data - FNI will compile a table or spreadsheet of respondents who volunteer for future sampling, including available contact information and any reported plumbing material data. This list will serve as the basis for the Town's updated lead and copper sampling pool.

TASK 11 – SCHOOL AND CHILDCARE SAMPLING OUTREACH

This task focuses on outreach to local schools and childcare facilities to encourage participation in the TCEQ Lead in Schools Sampling Program (3Ts). Early enrollment in this program will provide the community with results sooner and reduce the number of facilities the Town must sample directly for LCRI compliance. In October 2024, TCEQ announced that sampling conducted under the 3Ts program will meet LCRI requirements. FNI recommends encouraging schools and childcare facilities to participate before 2027 to proactively test for lead and decrease the Town's sampling burden after the LCRI deadline.

FNI will compile and update the list of schools and childcare facilities within the Town's jurisdiction using data from state databases and information provided by the Town.

11.1 SCHOOLS OUTREACH MATERIALS

FNI will prepare digital outreach materials to inform schools and childcare facilities about the TCEQ's 3Ts

sampling program and its alignment with LCRI requirements. Draft materials will be submitted to the Town for review, feedback, and distribution.

11.2 TCEQ-SCHOOL COORDINATION MEETINGS

FNI will schedule and facilitate up to four (4) total meetings with TCEQ representatives, school officials, and childcare facility administrators. These meetings will serve to discuss:

- program objectives and regulatory drivers about the 3Ts program and LCRI requirements,
- roles, responsibilities, and logistics of implementing the TCEQ's 3Ts sampling plan within participating institutions and
- any questions or concerns raised by stakeholders.

FNI will provide meeting coordination, including scheduling, agenda preparation, and virtual hosting (if applicable). Meeting minutes summarizing discussions, action items, and follow-up responsibilities will be compiled and distributed to attendees and the Town.

TASK 11 DELIVERABLES

- Updated list of schools and childcare facilities
- Electronic files (e.g., PDFs, Word documents, or web-ready materials) containing all relevant information for schools and childcare facilities regarding the 3Ts program and LCRI compliance.
- Facilitation of up to four (4) total meetings with TCEQ, schools, and childcare facilities combined. Preparation of meeting agendas, coordination, and hosting (virtual). Schedules, agendas, and written minutes summarizing each meeting's discussions, follow-up actions, and responsibilities.

ARTICLE III

SPECIAL SERVICES

TASK 12 Town-Directed Services

During the contract, if additional public communication is needed, or if new regulatory guidance prompts adjustments in the approach of Tasks 9 – 11 or warrants compliance planning for future tasks, FNI can assist the Town to address new/additional activities through Special Services. FNI will coordinate with the Town to develop a scope for FNI to perform these services.

ARTICLE IV

ADDITIONAL SERVICES

Once this scope of work is complete, the Town will need to take further steps to ensure compliance with the LCRI. Below is a list of the remaining preparation actions to comply with LCRI that were not included in this scope. FNI recommends delaying these activities until state-specific guidance and templates are developed. FNI can provide a proposal for these activities in the future at the Town's request.

1. LEAD MONITORING, REPORTING, AND RESPONSE

FNI can assist the Town in preparing for updated reporting and response activities required by LCRI for routine lead monitoring. This will include developing standard operating procedures and training on routine and special reporting based on results, as well as training on the distribution site assessments and time-sensitive customer notifications, follow-up sampling, and Distribution & Site Assessments. Training for the updated measures is recommended in late 2027, before they take effect for LCRI sampling to begin in 2028.

2. PREPARATION FOR PUBLIC COMMUNICATIONS & FILTER PROVISIONS

The town has no lead or GRR service lines; however, if these materials are located in the future, LCRI requires special customer communications. beginning November 1, 2027. FNI can provide training materials and support if this requirement becomes applicable for the Town.

The LCRI requires utilities to notify customers served by a GRR, lead, or unknown service line whenever water service is disrupted, as this may temporarily increase lead exposure. In some cases, filters and six months of replacement cartridges must also be provided. These notices and filters must be issued before restoring water service. Staff and contractors involved in service disruptions should be trained to fulfill this requirement.

3. LEAD SERVICE LINE REPLACEMENT PLANNING

The town has no lead or GRR service lines; however, if these materials are located in the future, FNI can support the Town in developing a Lead Service Line Replacement Plan and provide training to staff on its implementation before replacements are required to begin in November 2027.

ARTICLE V

TIME OF COMPLETION: FNI will complete tasks defined in Basic Services within 9 months after NTP. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include, but are not limited to, delays in Client or regulatory reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined in this Agreement.

COMPENSATION: The following is the breakdown of the proposed fees. Basic Services are proposed as a Lump Sum fee of \$82,755, and Special Services for a not-to-exceed fee of \$32,008 for a total Amendment #3 fee of \$114,763, as shown in the table below.

Type		Services	Fee
Prior Authorizations (LCRR Compliance Prog., Amendment 1, and Amendment 2)			108,056.00
Proposed Amendment #3	Basic	Task 8 – Project Management, Coordination Meetings, and Workshops	\$25,709.00
	Basic	Task 9 – SLM Inventory Updates	\$24,255.00
	Basic	Task 10 – Sampling Plan Site Selection	\$17,514.00
	Basic	Task 11 – School & Childcare Sampling Outreach	\$15,277.00
	Special*	Task 12 – Town-directed Services	\$32,008.00
	Amendment 3 Sub-total:		\$114,763.00
Total Authorizations:			222,819.00

*Special Services will be performed if authorized by the Town.



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

DATE: October 20, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of Concrete Pavement Crack & Joint Sealant Services from Curtco, Inc., through a City of Grand Prairie contract #21119, in the estimated amount of \$180,119.50.**

BACKGROUND: This item is to approve the purchase of pavement crack & joint sealing services for the Street Services division, using the City of Grand Prairie's contract #21119 with Curtco, Inc. Each fiscal year, funds are allocated through the Street Services division's budget for pavement crack and joint sealing in areas where the concrete pavement has cracked and/or joints have separated, creating intrusion of surface water and causing damage to the pavement subgrade. Public Works is interested in utilizing the City of Grand Prairie contract with Curtco to provide pavement crack and joint sealant services on Flower Mound Road.

Curtco, Inc. has provided the Town with this service in the past, and staff are confident of their ability to perform this service satisfactorily.

The City of Grand Prairie contract is a one (1) year period that was awarded by their Council on August 17, 2021, and consists of four (4) optional one-year renewal periods. Staff is interested in utilizing the contract, which our records show that this contract was renewed on 9/1/2025, with one (1) renewal option remaining.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and Grand Prairie entered into an interlocal agreement effective May 3, 2010. The initial term of the agreement was one year, and it automatically renews annually, unless cancelled by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Not approving this would result in continued pavement deterioration due to the intrusion of moisture into non-sealed pavement joints.

FISCAL IMPACT: \$180,119.50

Proposed Expenditure/(Revenue)
\$180,119.50

Account Number(s):
316-560-78062-6160

LEGAL REVIEW: N/A

ATTACHMENTS:

1. quote flower mound rd

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

CURTCO INC.
6133 HWY 27
CENTER POINT, TX 78010
PHONE 830-634-3434

QUOTE

September 18, 2025

City of Flower Mound
% Manny Palacios
% Keith Gabbard

RE: Flower Mound Rd
(from Arbor Creek Ln to Quail Run Rd)

Cleaning and Sealing Concrete Joints with Dust Control

Curteo Inc. will supply all labor, equipment and materials to clean and seal
approximately 65,498 LF of concrete joints with Dust Control

Polyflex 3 (Black)

65,498 lf @ \$2.75 / lf -----\$180,119.50

OR Alternate Quote

Gray Sealant by Crafco

65,498 lf @ \$3.35 / lf -----\$219,418.30

10% was added to the footage estimate to allow for any additional work encountered
under actual working conditions.

Thank you,


Curtis Wheatcraft



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

DATE: October 20, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of naming the 2.5 acre tract located within the Oakbridge Crossing residential development as Oakbridge Park and the 3.5 acre tract located within the Whyburn residential development as Whyburn Park.**

BACKGROUND: The naming or renaming of Town parks is the responsibility of the Parks Board. The process for determination of a name for recommendation to the Town Council is specified in Town Ordinance Sec. 54-1. The first park is a 2.5-acre tract in the Oakbridge Crossing residential development that should be dedicated to the Town by November. The second park is the 3.5 acre tract in the Whyburn residential development and staff anticipates this park being dedicated to the Town in early 2026. Per the Town's code of ordinances, names for new parks shall typically be established within 90 days from the date of land acquisition or at the earliest possible time.

At the August 7, 2025, regular meeting, the Vice Chair of the Parks Board appointed a committee that was tasked with recommending names for the new parks. The Naming Committee consisted of board members Doug Graves, Craig Goodhart, and Chris Chastain. The committee met on August 26, 2025, at the Town's O&M building. The Naming Committee looked at a variety of different options that took the following into consideration: streets, geographical locations, ecological features, development names, and previous landowners.

Utilizing the information provided by staff, the Denton County Historical Commission, and lots of brainstorming, the Committee recommended that the Parks Board consider Oakbridge Park as the name for the 2.5 acre tract and Whyburn Park as the name for the 3.5 acre tract. The Committee recommended the proposed names for the two park sites to ensure consistency with the surrounding area and to make the parks easier to locate for residents and visitors. Each of the recommended names either correspond with a nearby roadway and/or the residential development in which the parks are situated, thereby reducing confusion and improving wayfinding. In addition, the committee recommended the designation of Whyburn Park in recognition of the Whyburn family, who owned and farmed the property beginning in 1888. The Parks Board recommended approval to the Town Council at their September 4, 2025, regular meeting.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its September 4, 2025, regular meeting. [Video Link](#)

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

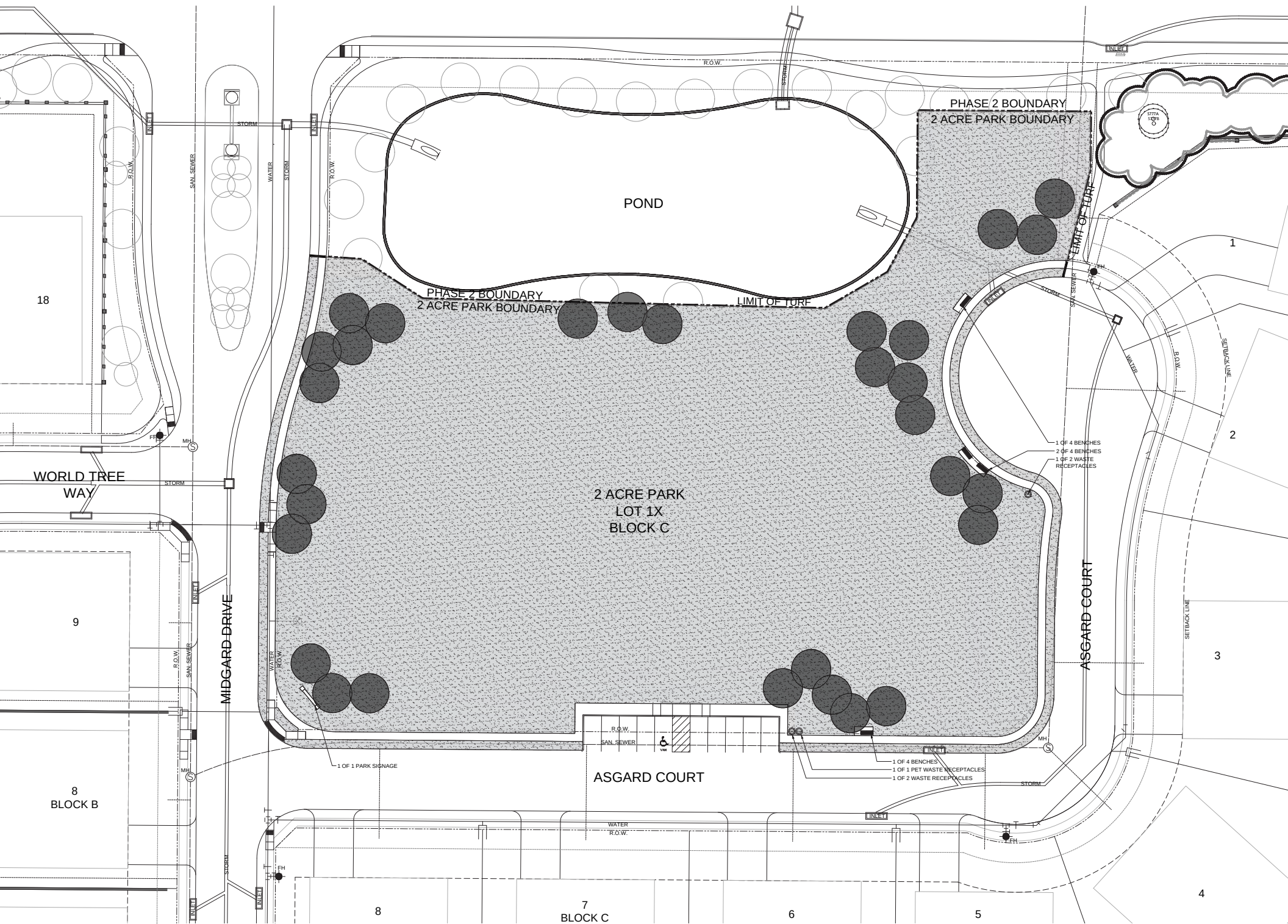
FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

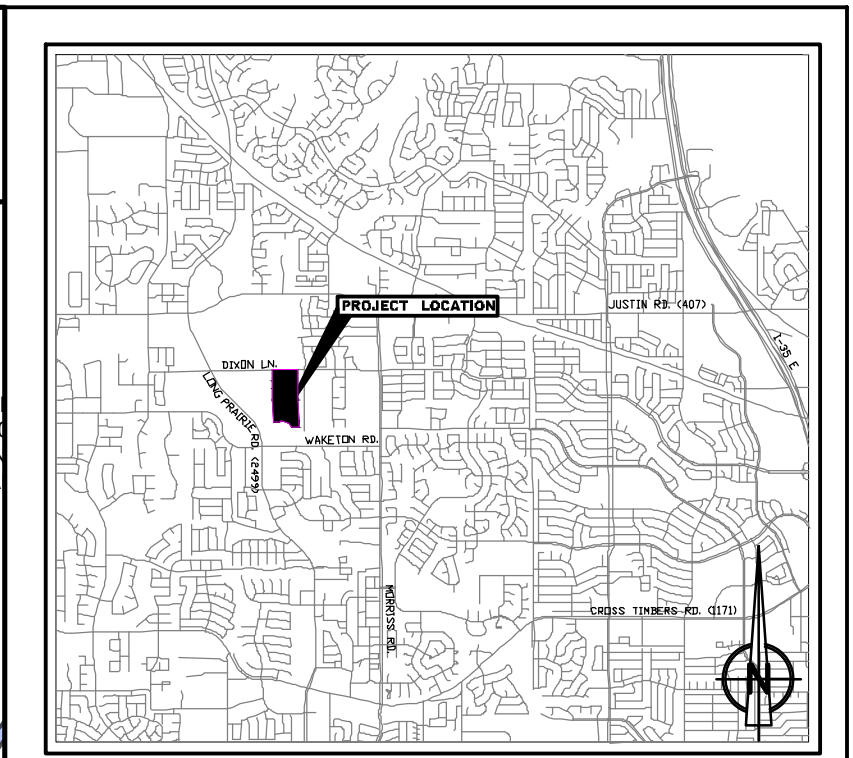
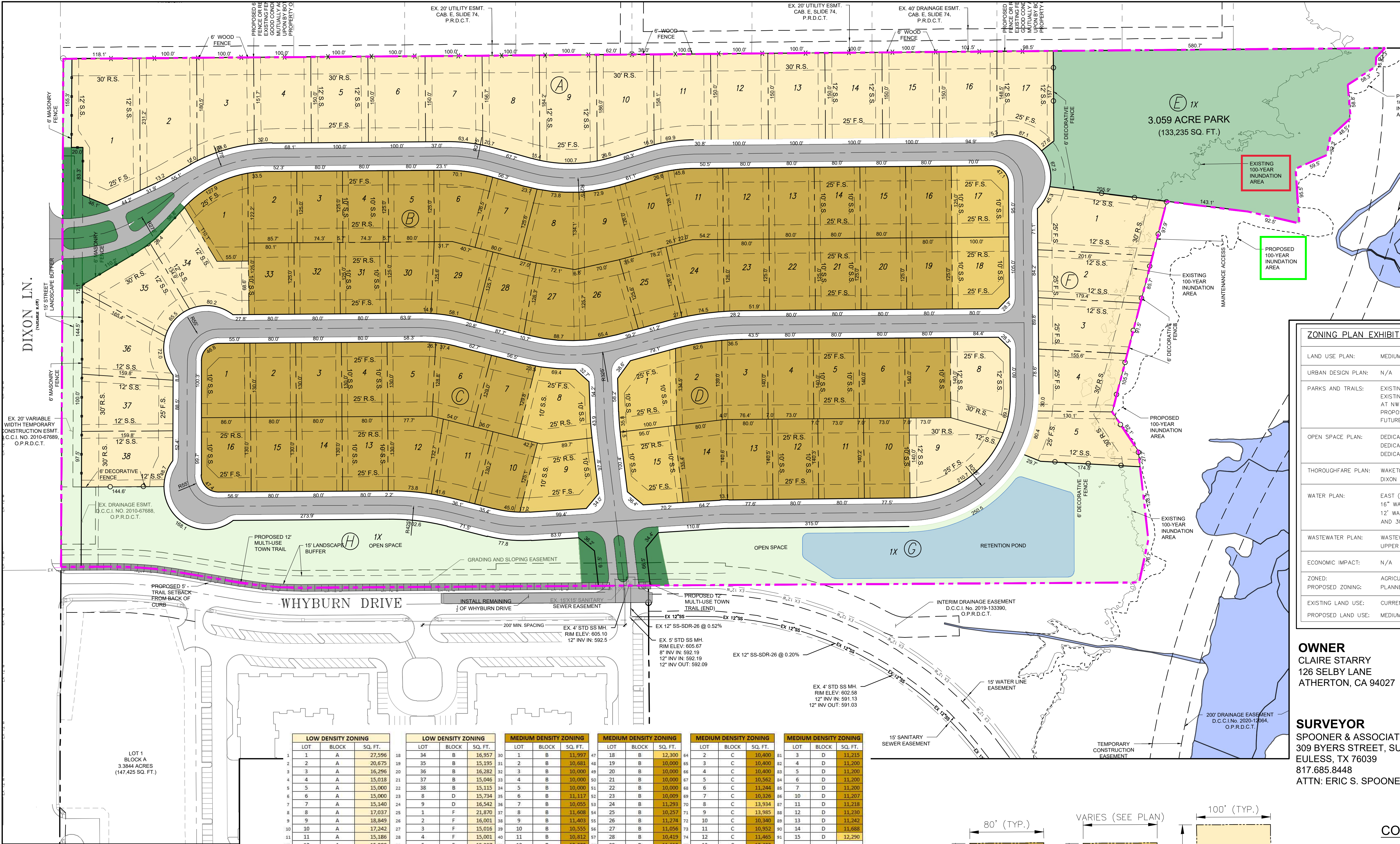
1. Oakbridge Park Land Exhibit
2. Whyburn Dev Conceptual Plan

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



OAKBRIDGE CROSSING - PARK LAND EXHIBIT

2022 NOVEMBER



VICINITY MAP
N.T.S.

ZONING PLAN EXHIBIT FEATURES

LAND USE PLAN:	MEDIUM, AND LOW DENSITY RESIDENTIAL
URBAN DESIGN PLAN:	N/A
PARKS AND TRAILS:	EXISTING WHITE LAZY DAISY TRAIL EXISTING MULTI USE - GENERAL ALONG DIXON LN. AND ENDS AT NW PROPERTY CORNER PROPOSED - TRAIL EXTENSION ALONG WHYBURN DRIVE FOR FUTURE CONNECTION TO THE SOUTH
OPEN SPACE PLAN:	DEDICATED 2.662 AC OPEN SPACE (BUFFER & PONDING) 'G' DEDICATED 2.233 AC OPEN SPACE (BUFFER & DRAINAGE) 'H' DEDICATED 3.059 AC PARK 'E'
THOROUGHFARE PLAN:	WAKETON RD: URBAN COLLECTOR (60' R.O.W.) DIXON LN: URBAN MINOR ARTERIAL (90' R.O.W.)
WATER PLAN:	EAST (LOW) PRESSURE PLANE 16" WATER LINE ALONG WAKETON RD. 12" WATER LINE ALONG LONG PRAIRIE RD. AND 30" WATER LINE ALONG DIXON LN.
WASTEWATER PLAN:	WASTEWATER SERVICE DISTRICT NO.1 UPPER TIMBER BRANCH 12" TRUNK LINE ALONG WAKETON RD.
ECONOMIC IMPACT:	N/A
ZONED:	AGRICULTURE
PROPOSED ZONING:	PLANNED DEVELOPMENT (PD)
EXISTING LAND USE:	CURRENTLY VACANT, MASTER PLANNED FOR OFFICE, RETAIL
PROPOSED LAND USE:	MEDIUM, AND LOW DENSITY RESIDENTIAL

OWNER
CLAIRE STARRY
126 SELBY LANE
ATHERTON, CA 94027

CIVIL ENGINEER
LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
ATTN: BRIAN DENCH

SURVEYOR
SPOONER & ASSOCIATES
309 BYERS STREET, SUITE 100
EULESS, TX 76039
817.685.8448
ATTN: ERIC S. SPOONER

LANDSCAPE ARCHITECT
LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
ATTN: HETH KENDRICK

ZONING DATA TABLE

ZONING DISTRICTS

DEVELOPMENT STANDARDS	SF-10	SF-15
MIN. LOT SIZE	10,000 SF	15,000 SF
MIN. LOT WIDTH	70 FT	80 FT
MIN. FLOOR AREA PER UNIT	1,800 FT ²	1,800 FT ²
MIN. FRONT YARD	25 FT	25 FT
MIN. SIDE YARD	10 FT	12 FT
MIN. REAR YARD	25 FT	30 FT
MAX. LOT COVERAGE	40%	35%
MAX. HEIGHT (STORIES/FT)	2/35	2/35

TRACT	AREA (ACRES.)	BASE ZONING	PROPOSED ZONING	PROPOSED FLOOR AREA RATIO
1	42.497	AG	PD	1:1

LOW DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
1	A	27,596	
2	A	20,195	
3	A	16,296	
4	A	15,018	
5	A	15,000	
6	A	15,000	
7	A	15,140	
8	A	17,037	
9	A	18,849	
10	A	17,242	
11	A	15,186	
12	A	15,000	
13	A	15,000	
14	A	15,000	
15	A	15,000	
16	A	15,105	
17	A	15,453	

LOW DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
34	B	16,957	
35	B	20,195	
36	B	16,282	
37	B	15,046	
38	B	15,115	
8	D	15,734	
9	D	16,542	
1	F	21,870	
2	F	16,001	
3	F	15,016	
4	F	15,001	
5	F	15,337	

MEDIUM DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
1	B	11,997	
2	B	10,681	
3	B	10,000	
4	B	10,000	
5	B	10,000	
6	B	11,117	
7	B	10,055	
8	B	11,608	
9	B	11,403	
10	B	10,555	
11	B	10,812	
12	B	10,000	
13	B	10,000	
14	B	10,000	
15	B	10,000	
16	B	10,000	
17	B	12,307	

MEDIUM DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
18	B	12,300	
19	B	10,000	
20	B	10,000	
21	B	10,000	
22	B	10,000	
23	B	10,009	
24	B	11,293	
25	B	10,257	
26	B	11,274	
27	B	11,056	
28	B	10,419	
29	B	11,610	
30	B	10,386	
31	B	10,000	
32	B	10,000	
33	B	10,006	
1	C	10,905	

MEDIUM DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
2	C	10,400	
3	C	10,400	
4	C	10,400	
5	C	10,562	
6	C	11,244	
7	C	10,326	
8	C	13,934	
9	C	13,985	
10	C	10,340	
11	C	10,952	
12	C	11,465	
13	C	10,400	
14	C	10,400	
15	C	10,400	
16	C	11,059	
1	D	12,603	
2	D	11,104	

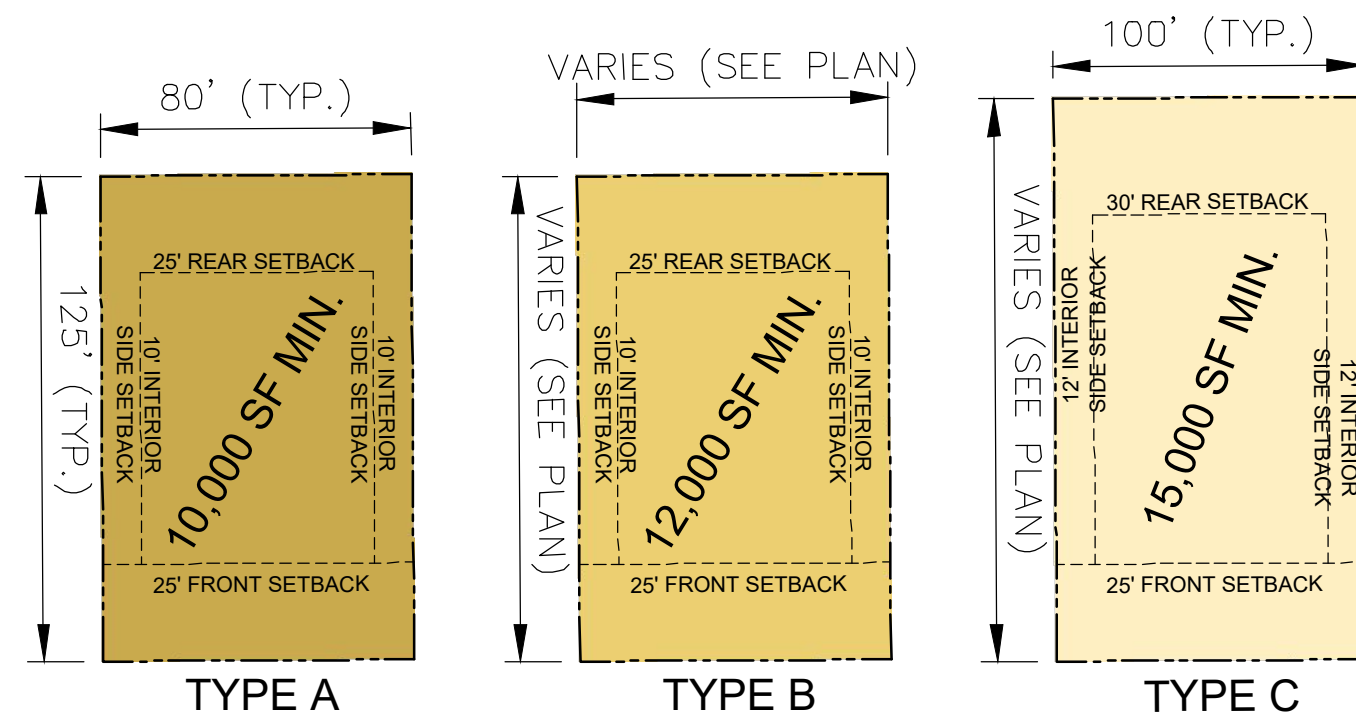
MEDIUM DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
3	D	11,215	
4	D	11,200	
5	D	11,200	
6	D	11,200	
7	D	11,200	
11	D	11,218	
12	D	11,230	
13	D	11,242	
14	D	11,688	
15	D	12,290	

ZONING	LOTS	SQ. FT.	%
LOW	29	477,693	41%
MEDIUM	62	674,814	59%
TOTAL	91	1,152,507	

OPEN SPACE	SQ. FT.
E (PARK)	133,235
G	115,962
H	97,265
TOTAL	346,462

LOTS 15,000 S.F. OR GREATER	29
LOTS 12,000 S.F. TO 14,999 S.F.	6
LOTS 10,000 TO 11,999 S.F.	56

TOTAL DEVELOPMENT AREA	1,851,186	Sq. Ft.
AVERAGE LOT SIZE	12,665	Sq. Ft.
LOW DENSITY ZONING AREA	700,297	Sq. Ft.
MEDIUM DENSITY ZONING AREA	1,017,654	Sq. Ft.
PARK AREA	133,235	Sq. Ft.
REQUIRED PARK AREA	133,189	Sq. Ft.
PRIVATE OPEN SPACE	213,227	Sq. Ft.
GROSS DENSITY	2.14	Units Per Acre
NET AREA (Total-Park-Open Space)	1,504,724	Sq. Ft.
NET DENSITY	2.63	Units Per Acre



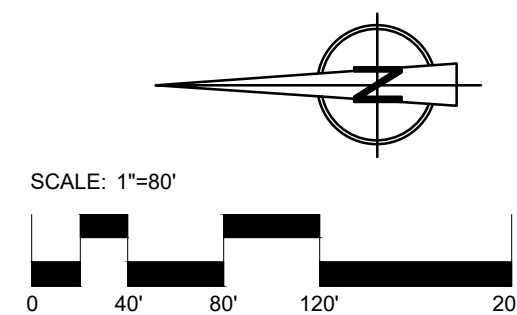
TYPICAL LOT TYPE DETAILS
N.T.S.

CONCEPT PLAN EXHIBIT
WHYBURN

91 SINGLE FAMILY LOTS; 2 COMMON AREA LOTS;
& 1 PARK LOT

BEING 1,837,990 SQ. FT. OR 42.194 ACRES OUT OF THE
70.0823 ACRES OF LOT 1, BLOCK B, WHYBURN ADDITION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



SUBMITTAL DATE: 02/10/2023



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

DATE: October 20, 2025

FROM:

ITEM: Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2026 Independence Fest. The Parks Board recommended approval by a vote of 6 to 0 at the October 2, 2025 meeting.

BACKGROUND: Staff is requesting approval of the sale of alcoholic beverages (beer and wine) at the 2026 Independence Fest that will be held on Saturday, July 4, 2026, at Bakersfield Park. On November 18, 2024, the Town Council unanimously approved alcohol sales for the festival that was held on Friday, July 4, 2025. There have been no major issues or concerns related to the sale of alcoholic beverages during the previous 14 Independence Fest signature events.

The sale of beer and wine on park property requires Parks Board consideration and the Town Council's approval since the event will be held at Bakersfield Park. An excerpt from the Code of Ordinances states:

It shall be unlawful to possess alcoholic beverages in any portion of a public park or recreation facility, with the exception that the use of alcoholic beverages may be permitted during designated activities upon recommendation of the Town's Parks Board and with approval of the Town Council.

Similar to what has been planned for previous events, the Town will secure a third-party retailer to handle the sale of alcoholic beverages. The retailer will take on the risk and liability of selling alcohol at the festival. Additionally, the retailer will acquire all appropriate licenses and permits from the Texas Alcoholic Beverage Commission (TABC) and name the Town as an additional insured on their liability insurance. The Town will be paid a 25% commission of the total beverage sales.

If approved for the event, alcohol would be prohibited from being taken out of the fenced-in festival area. Similar to previous years, this would be controlled by fencing, signage, police officers, and festival security staff. With the festival taking place on Independence Day, the Town has instructed the Flower Mound Youth Sports Association to not schedule any baseball tournaments the week leading up to July 4, 2026.

If the sale of alcohol is not approved for the event, the Town could lose sponsorship opportunities and the revenue stream created by the sale of alcoholic beverages. For the 2025 festival, Ben E. Keith sponsored the festival by contributing \$3,000, donating the backdrops for the stage, and producing event signage. In addition, the Town received \$8,797.50 in commissions from the sale of beverages for the 2025 event.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its October 2, 2025, regular meeting.

ALTERNATIVES: If the sale of alcohol is not approved for the event, the Town will still run the event, but would lose the revenue stream created by the sale of alcoholic beverages and possibly lose sponsorship opportunities.

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

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



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

DATE: October 20, 2025
FROM: John Habern, Park Development Manager
ITEM: **Consider approval of Professional Services Agreement with CEI Engineering Associates, Inc., for the design services associated with the Chinn Chapel Multipurpose Field Turf Conversion project, in the amount of \$89,445.00; 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 CEI Engineering Associates, Inc., for the design work associated with the turf conversion of one field within the Chinn Chapel Soccer Complex. The design will include a topographic survey, geotechnical investigation and report, construction administration, and preparation of construction documents and specifications for the conversion of a natural grass field to a synthetic turf surface.

If approved, this agreement would provide for the full design and construction plans for the Chinn Chapel Multipurpose Field Conversion that will be used for construction bidding of the project. This project is a 2025 Bond Project, approved by voters in May of 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve the Professional Services Agreement would leave the field as natural turf grass.

FISCAL IMPACT: \$89,445.00

Proposed Expenditure/(Revenue)
\$89,445.00

Account Number(s):
537-110-90837-6070

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

ATTACHMENTS:

1. Chinn Chapel Field Conversion - PSA
2. Form 1295

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
CEI Engineering Associates, Inc.**

This contract is entered into on this 20th 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 Mayor, and **CEI Engineering Associates, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 3030 LBJ Freeway, Suite 920 Dallas, TX 75234.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to engineering, surveying, geotechnical and construction observation and administration assistance services for the Chinn Chapel Multipurpose Field Turf Conversion project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Chinn Chapel Multipurpose Field Turf Conversion 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 Ninety-Four Thousand Four Hundred Forty Five and No/100 Dollars (\$94,445.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

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

IV. **Revisions of the Scope of Services**

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

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

V. **Term**

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

VI. **Contract Termination Provision**

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

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

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

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

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

John Habern
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6343 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:

John Habern
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6343 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:

Jeff Geurian
CEO
CEI Engineering Associates, Inc.
3030 LBJ Freeway, SUITE 920
Dallas, TX 75234
972-488-3737 Telephone
jgeurian@ceieng.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:
CEI Engineering Associates Inc.

THE TOWN OF FLOWER MOUND, TEXAS

By: 
Name: JEFFREY D. GERDAN
Title: PRESIDENT / CEO
Dated: 10/10/2025

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

ATTACHMENT A – SCOPE OF SERVICES



3030 LBJ Freeway, Suite 920
Dallas, TX 75234 / (972) 488-3737
CEI Contact: Brandon Waldrum bwaldrum@ceieng.com 972-730-6527

Town of Flower Mound
Chinn Chapel Multipurpose Field Turf Conversion
Proposal for Engineering Services
October 7, 2025

I. PROJECT DESCRIPTION

CEI shall provide engineering, surveying, geotechnical and construction observation and administration assistance services in conjunction with the Chinn Chapel Multipurpose Field Turf Conversion development located at 100 Chinn Chapel Rd, Town of Flower Mound, TX. Scope of work to include the conversion of the existing natural grass soccer field to a synthetic turf multipurpose field with fencing and goal posts, and its supporting grading and drainage improvements.

II. SCOPE OF BASIC SERVICES

A. Topographic Survey

CEI shall perform a Topographical Survey of said property, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above-ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by Client. Private utilities are not located by One Call and will not be included in this scope.

Fee.....\$6,500.00, excluding reimbursables.

B. Geotechnical Investigation and Report

ECS Southwest, LLP to provide the following geotechnical services:

- a. ECS to perform the following in general accordance with the local standards and practices listed:
 - i. Field locates the test locations by handheld GPS unit/taping and pacing from existing site features/available plans. Elevations will be interpolated from the plans provided/or referenced from published topographical maps.
 - ii. Obtain a public utility locate ticket for location of underground lines.
 - iii. Mobilize a truck mounted drilling rig to the site.
 - iv. Perform four (4) borings. The borings will be drilled within the proposed field area to about 15 feet below the existing grade at the approximate locations shown in the figure below:



- v. Perform testing and sampling in general accordance with ASTM standards and local practices.
- vi. Measure the depth of groundwater within each exploration location at the time of drilling and prior to backfilling.
- b. Upon completion of subsurface exploration, ECS will backfill each of the locations with the soil removed from the excavation. Excess spoils will be disposed of in low areas adjacent to the field. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a tripping hazard. This maintenance is not included in ECS scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass, shrubs, trees, flower beds, or ruts caused by drilling operations. The owner must communicate areas that must not be disturbed in advance of field operations. ECS will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, ECS will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee. Please note that some disturbance to unpaved areas might occur. ECS will attempt to limit such disturbance; however, ECS has not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, replacement of bushes or the planting of trees, etc. If necessary, additional site repairs can be provided at an additional cost.
- c. Upon completion of field exploration operations, the same will be returned to ECS laboratory for further identification, visual classification, and testing. Laboratory testing may include the following: natural moisture content, gradation analysis, Atterberg limits, and swell potential.
- d. ECS shall provide a written engineering report that shall include:
 - i. A review of published soils mapping and/or geologic information.
 - ii. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
 - iii. A description of the field exploration and laboratory tests performed.
 - iv. A site location diagram and a field exploration diagram.
 - v. Final logs of the soil borings in accordance with industry standard practice for geotechnical engineering. Elevations will be interpolated from civil drawings or referenced from topographic information that you supply.
 - vi. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
 - vii. Discussion of the subsurface materials encountered along with groundwater conditions observed.
 - viii. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
 - ix. Recommendations for subgrade improvements for the proposed synthetic field system and to reduce potential vertical movement to about 1, 1½, and 2 inches.
 - x. Recommendations for evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill. We will also include compaction recommendations and suitable material guidelines.

Fee.....\$7,995.00, excluding reimbursables.

C. Construction Documents and Specifications, Permitting Coordination, and Procurement Assistance

- a. Conduct design kickoff meeting and consult with Town of Flower Mound to determine the requirements of this Project.
- b. Utilize Geotechnical Report (provided by CEI to client) to understand the conditions of existing subgrade soils and establish the requirement for modifications/stabilization (if any) of the same.
- c. Utilize topographic survey (provided by CEI to client), geotechnical report and storm water calculations to create proposal documents for the sealed proposal process, including signed and sealed construction drawings and technical specifications for proposed scope of improvements
- d. Conduct 30%, 60%, and 90% design review meetings. Three (3) total opinions of probable cost (OPC), one at each design stage i.e. 30%, 60%, and 90%, will be prepared and provided.
- e. Provide bid tabulation in spreadsheet format for construction bidding.

- f. Prepare and provide storm water analysis report for proposed scope of work.
- g. Prepare and provide stormwater pollution prevention plan per state requirements and codes for proposed scope of work.
- h. Provide client with signed and sealed construction plans including existing site plan; demolition plan; erosion control plan; grading and drainage plans; surfacing plans; and details for the proposed scope of work.
- i. Prepare, coordinate, and submit documents and drawings required to secure permitting approval of Town of Flower Mound for the contracted scope of development.

Fee.....\$48,300.00, excluding reimbursables.

D. Construction Administration Assistance and Observation

- a. Assist client with issuing Notice of Award to project contractor and provide printed copies of the proposal documents required for bonding and contract finalization(s). CEI will also assist in the review of executed proposal documents/contracts, bonds, and insurance for the finalization of contracts prepared for the Owner for signature.
- b. Attend the preconstruction conference and provide preconstruction meeting notes to all parties in attendance.
- c. Assist in the coordination and scheduling of project materials testing with independent testing lab on materials testing and review and interpret testing results (cost of materials testing not included).
- d. Process project submittals.
- e. Respond to project RFI's.
- f. Communicate with the project contractor(s) to track project timeline, budget and quality and issue directive to project contractor(s).
- g. Provide site visits to project site to make observations of punch list work, including providing observation reports/punch list updates. Site visits will occur bi-weekly and during key milestones of the project. Scope of work includes twelve (12) total site visits.
- h. Together with client, create the final punch list(s) covering project work.

Fee.....\$19,300.00, excluding reimbursables.

E. Reimbursable Expenses

The scope of services listed above is intended as fee only and does not include reimbursable expenses such as mileage, application fees, etc. See Section V of this agreement for an explanation of additional reimbursable expenses that may be incurred during production of project documents and permitting approval.

Fee.....Not to Exceed \$5,000.00.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

ATTACHMENT B – PROJECT COMPENSATION SCHEDULE



*Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management*

3030 LBJ Freeway, Suite 920
Dallas, TX 75234
Office: 972.488.3737
Toll-free: 1.877.488.3737
ceieng.com

SCOPE OF SERVICES

COST

BASIC SERVICES

A. Topographic Survey	\$6,500.00
B. Geotechnical Investigation and Report	\$7,995.00
C. Construction Documents and Specifications, Permitting Coordination, and Procurement Assistance	\$48,300.00
D. Construction Administration Assistance and Observation	\$19,300.00
E. Reimbursable Expenses	Not to Exceed \$5,000.00

Total Compensation	\$89,445.00
---------------------------	--------------------

I. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Project Documents

Client shall provide the following:

1. Access to site
2. Any available as-builts or record drawings

B. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of \$100.00 per release.

C. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

II. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
 - *Surveying*
 - *Geotechnical investigation/report*
 - *Environmental studies/report (e.g. Phase I & II ESAs)*
 - *Traffic study/report*
 - *Water flow test/distribution report*
 - *Historical and archeological studies*
 - *Ecological studies (e.g. wetland and threatened & endangered species)*
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects)

- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Bidding assistance and construction contract negotiations
- Construction staking
- As-built survey/preparation of final record drawings
- Re-bidding of proposal documents

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise, the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

III. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

TEXAS (02-01-25)

Officer / Branch Manager	\$ 245.00
Department Manager	\$ 225.00
Client Sector Leader	\$ 215.00
Senior Project Manager	\$ 215.00
Program Manager	\$ 205.00
Project Manager	\$ 190.00
Assistant Project Manager	\$ 150.00
Senior Project Engineer	\$ 210.00
Project Engineer	\$ 180.00
Assistant Project Engineer	\$ 145.00
Civil Designer	\$ 135.00
Registered Landscape Architect	\$ 165.00
Lead Landscape Designer	\$ 135.00
Landscape Designer	\$ 130.00
Registered Land Surveyor	\$ 175.00
Assistant Project Surveyor	\$ 140.00
Survey Project Manager	\$ 170.00
Assistant Survey Project Manager	\$ 135.00
Sr. Survey Party Chief	\$ 125.00
Survey Party Chief	\$ 100.00
Survey Technician	\$ 110.00
Field Specialist	\$ 90.00
Senior Project Designer	\$ 165.00
Project Designer	\$ 135.00
CAD Designer	\$ 115.00
CAD Technician	\$ 100.00
Construction Manager	\$ 150.00
Construction Observer	\$ 115.00
Land Acquisition Manager	\$ 165.00

Land Acquisition Agent	\$ 140.00
Project Coordinator	\$ 130.00
Program Assistant	\$ 95.00
Administrative Assistant	\$ 80.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.



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

DATE: October 20, 2025
FROM: John Habern, Park Development Manager
ITEM: **Consider approval of the First Amendment to the Professional Services Agreement with MHS Planning & Design, LLC. for construction administrative services associated with the Trotter Park project, to increase the design fee by \$143,900.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On November 18th, 2024, the professional service agreement for the Trotter Park project was approved in the amount of \$589,200.00 to MHS Planning & Design, LLC. The attached First Amendment to the Professional Services Agreement includes additional design services for the Trotter Park project. The additional design services include a construction administration phase for additional observation and support during construction. Construction Administration includes but is not limited to monthly site visits, review and response to Requests for Information (RFIs), reviewing submittals, authorizing contractor payments, managing change orders, and coordinating communication between the owner, designers, and contractors.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve the First Amendment to the Professional Services Agreement would leave the project with a lack of construction administrative oversight on a substantial park project.

FISCAL IMPACT: \$143,900.00

Proposed Expenditure/(Revenue)
\$143,900.00

Account Number(s):
310-320-90773-6070

LEGAL REVIEW: The Town's standard amendment to the professional services agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Amendment to the Professional Services Agreement.

ATTACHMENTS:

1. PSA First Amendment

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
MHS PLANNING & DESIGN, LLC.**

This First Amendment to Professional Services Agreement (“First Amendment”) is entered into on this 20th 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 Mayor, and **MHS PLANNING & DESIGN, LLC.**, (“hereinafter referred to as “Consultant”) regarding the following project:

TROTTER PARK

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the Trotter Park project (“Services”) on or about the 18th day of November, 2024 (the “Contract”); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

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:

**A.
Recitals Incorporated**

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this First Amendment, and made a part hereof by reference just as though they are set out in their entirety.

**B.
Amendment of Paragraph No. II**

From and after the approval of this First Amendment, Section II of the Contract, entitled “Scope of Services” is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

“CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment “A-1” entitled “Scope of Services”, as are necessary to complete the Trotter Park Project

(hereafter referred to collectively as the "Project"). Attachment "A-1" 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-1" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto."

C.

Amendment of Paragraph No. III

From and after the approval of this First Amendment, Section III of the Contract entitled "Payment for Services" is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

"Total payment for services described herein for the Services for the Project shall be a sum not to exceed Seven Hundred Thirty-Three Thousand One Hundred Dollars and 00/100 Dollars and XX/100 (\$733,100.00) as specified in Attachment "B-1"."

D.

Revisions of the Scope of Services

From and after the approval of this First Amendment, Attachment "A", is replaced by the document attached hereto and incorporated herein by reference as Attachment "A-1" to the Contract. In case of conflict in the language of Attachment "A-1" and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this First Amendment, Attachment "B", is replaced by the document attached hereto and incorporated herein by reference as Attachment "B-1" to the Contract. In case of conflict in the language of Attachment "B-1" and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the First Amendment, the terms of the First Amendment shall control.

[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: 

Name: David B. Shipp

Title: PLA, Partner

Dated: Sept 30, 2025

By: _____

Name: _____

Title: _____

Dated: _____



September 30, 2025

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

RE: Trotter Park 13.3 acre – Construction Administration Services

Mr. Jennings,

It is our pleasure to submit this proposal for professional services with the development of Trotter Park located in the Town of Flower Mound as shown in Exhibit 'A'. Proposed elements for the project include two tennis courts, 12 pickleball courts, 1 basketball court, sports lighting, pre-fabricated restroom building, parking and driveways, playground/inclusive design, concrete and soft loop trail, entry plaza adjacent to natural turf, utilities to include water main line @ Cross Timbers, potential detention pond, large shade canopy at plaza, shaded court side seating areas, masonry project signage, loop trail lighting, parking lot lighting, 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. General coordination meetings with Town staff.
- j. 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, septic, 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" of Larger)
 25. Wastewater Plan and Profile (septic system anticipated)
 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. Landscape Plans and Details
 31. Irrigation Plans and Details
 32. Roadway Cross-Sections at 50 feet intervals and driveway curb lines
 33. Earthwork Summary
 34. 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 12-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. 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 **\$733,100.00**. This fee is based on a total construction budget of \$9,027,900.00. 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
Flood Studies
Off-Site Utilities

TxDOT Permits
USACE Permitting Fee
Environmental Survey

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,



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

Summary of services:

<i>Discovery Phase</i>	<i>\$87,400</i>
<i>Design Development Phase</i>	<i>\$101,200</i>
<i>Construction Documents Phase</i>	<i>\$355,800</i>
<i>Bidding Phase</i>	<i>\$29,800</i>
<i>Reimbursable Expenses Estimate (11.7.24)</i>	<i>\$15,000</i>
<i>Construction Administration Phase</i>	<i>\$138,900</i>
<i>Reimbursable Expenses Estimate (9.30.25)</i>	<i>\$5,000</i>
Total:	\$733,100



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

DATE: October 20, 2025
FROM: Matthew Woods, Director of Environmental Services
ITEM: **Consider approval of an ordinance amending Article VI, "On-site Sewage Disposal," of Chapter 34, "Environment," of the Town of Flower Mound Code of Ordinances, to establish an on-site sewage facility repair or replacement program; providing a severability clause; and providing an effective date.**

BACKGROUND: The Town's Environmental Health Division administers the on-site sewage facility (OSSF) regulations, which include Chapter 285 of the Texas Administrative Code and additional regulations adopted by the Town within Chapter 34 "Environment".

Property owners are required to maintain their OSSF or septic system in compliance with both the state's regulations and the Town's Code of Ordinances. When an OSSF is determined to be malfunctioning and non-compliant, the property owner is required to repair or replace the malfunctioning system. The repair or replacement is required to commence within 30 days of notification.

The Town's Environmental Health Division will receive requests for assistance and/or a compliance timeframe extension related to costs associated with the repair or replacement of a malfunctioning OSSF. In preparation of the FY24-25 budget, Town Council directed staff to develop a program which would provide property owners with a process to assist with the repair or replacement of their OSSF. Previously, property owners would need to resolve the payment-related concerns independently with the OSSF contractor. The proposed ordinance amendment would provide a reimbursement mechanism to allow an eligible property owner to repay the Town for the repair or replacement. Property owner eligibility will be determined through an application process which includes a requirement that the property is owner-occupied. Funding for the OSSF repair or replacement is established through the Town's stormwater utility fund.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Continue to require the repair or replacement of a malfunctioning OSSF without the proposed payment assistance.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Draft 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 VI “ON-SITE SEWAGE DISPOSAL,” OF CHAPTER 34, “ENVIRONMENT,” OF THE TOWN’S CODE OF ORDINANCES, BY ADDING SECTION 34-197, “REPAIR OR REPLACEMENT OF ON-SITE SEWAGE FACILITIES,” TO ADD REGULATIONS WHICH ESTABLISH AN OSSF REPAIR OR REPLACEMENT PROGRAM; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound previously adopted regulations which require property owners to maintain on-site sewage facilities (OSSFs) and repair or replace failing OSSFs in compliance with the Town’s Code of Ordinances and State law; and

WHEREAS, the Town Council recognizes the need to create an assistance program to provide eligible owners of failing OSSFs an option to repair and/or replace their failing septic system in a timely manner; and

WHEREAS, the Town Council finds that the regulations adopted herein are in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

Article VI, “On-site Sewage Disposal,” in Chapter 34, “Environment,” in the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended by adding Section 34-197, “Repair or replacement of on-site sewage facilities,” to read as follows:

“Sec. 34-197 – Repair or replacement of on-site sewage facilities (OSSF).

(a) OSSF Repair and Replacement Program.

(1) If the Town determines that an on-site sewage facility (OSSF) is a malfunctioning OSSF as defined in Chapter 285 of the Texas Administrative Code, the Town shall notify the property owner of the requirement to repair or replace the malfunctioning OSSF and that such owner has 30 days from the date of the notice to commence such repair or replacement. Notice shall be made by

certified mail, return receipt requested, to the address of the known owner of the property on the records of the current town tax roll or hand-delivered to the owner of the property.

(2) The Town may include in the notice, as an alternative for eligible properties, an agreement whereby the Town will complete the OSSF repair or replacement, and the owner will pay to the Town the amount specified in the agreement within 12 months of completion of the repairs or replacement with no interest applied. If the amount specified in the agreement is not paid within 12 months of completion of the repairs or replacement, the amount shall include an interest rate, per annum, equal to the rate payable by the Town on its most recently issued debt obligation bonds. The repayment term will be ten (10) years, from the effective date of the agreement. In the event of default, the property owner will make payment of all outstanding principal and interest plus any collection fees due to the Town's collection attorney."

SECTION 2

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

SECTION 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

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound 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 of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 5

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Town's Code of Ordinances and Chapter 285 of the Texas Administrative Code 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 6

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

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

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



TOWN COUNCIL AGENDA J.15. CONSENT ITEM(S)

DATE: October 20, 2025
FROM: Melissa Demmitt, Director of Communications
ITEM: **Consider approval of Contract No. 2025-95-A with POC Packing N Shipping Inc. (PPS) for the printing of the Utility Billing Bulletin in the amount of \$20,000; and authorization for the Mayor to execute on behalf of the Town.**

BACKGROUND: Solicitation No. 2025-95-A for printing of Utility Billing Bulletins with specifications was issued for an annual contract with four one-year renewal options. A total of five submittals were received. An evaluation committee consisting of representatives from the Communications Department, Utility Billing Division, and Purchasing Division independently evaluated and scored the bids against a set of criteria including:

1. Company history
2. References
3. Pricing
4. Samples
4. Meeting all criteria in Request for Qualifications (RFQ)

Based upon this, the highest scoring bidder, POC Packing N Shipping Inc. (PPS), was selected at an estimated annual expenditure of up to \$20,000.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$20,000

Proposed Expenditure/(Revenue)
\$20,000

Account Number(s):
100-670-71000-5200

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

ATTACHMENTS:

1. Contract No. 2025-95-A - Printing of Utility Billing Bulletins

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

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation (“Town”) and POC Packaging N Shipping, Inc. dba PPS (“Contractor”). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Printing of Utility Billing Bulletins (hereinafter referred to as “Services”) in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the Contractor’s Pricing Sheet or Criteria may be authorized from time to time by the Town in writing.

3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.

4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew

5. **COMPENSATION.** Contractor’s total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor’s Pricing Sheet or Criteria.

6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month’s service.

7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all requests for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flowermound.gov.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due to the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination, and its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, ~~transfers~~ selection for training (including apprenticeships), and participation in recreational activities.

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. The Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of the Contractor's Pricing Sheet or Criteria. If either of the foregoing conditions exists, The Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, the Town may terminate this Contract upon written notice.

a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) for funding purposes during the term of this Contract, even without prior notice as described in the preceding sentence.

b. In the event of any termination hereunder, the Contractor consents to the Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by the Town in connection with the completion of the Services.

c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to the Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. PERFORMANCE BY CONTRACTOR. All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not use subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Human Resources Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damage to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to ensure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without the Town's prior consent, the fact that the Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or ~~local~~ government.

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFP from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

 X **Yes, Others can purchase**

 No, only the Town can purchase

24. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with therequirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

25. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

- 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and
- 2) Seller will not boycott Israel during the term of the contract.

26. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

27. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow, Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Bart Dolley
Title: President
Company: POC Packing N Shipping Inc-PPS
Address: 1901 Long Prairie Rd, Suite 220
City, State, Zip: Flower Mound, TX 75028

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller 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 Agreement discriminate against a firearm entity or firearm trade association; and (2) 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 the Agreement.

Any notices and communications required to be given in writing by one party or the others shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: POC PACKING N SHIPPING INC DBA PPS

Signature _____
Bart Dolley, President

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Cheryl Moore

Date: _____



TOWN COUNCIL AGENDA J.16. CONSENT ITEM(S)

DATE: October 20, 2025
FROM: Andrew Lupher, GIS Manager
ITEM: **Consider the approval of a three-year asset management software maintenance renewal with Cityworks LLC, a Trimble Company, in the amount of \$70,119; and authorization for the Mayor to execute same on behalf of the Town.**

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

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: \$70,119 for the second year

Proposed Expenditure/(Revenue)
\$70,119

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

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

ATTACHMENTS:

1. CityworksAgreement

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



ORDER FORM

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

Licensed Software:

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

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

Addendums:

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

[Signature Page to Follow]

ACCEPTANCE

Accepted and agreed:

CUSTOMER:

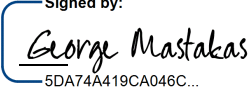
Signature: _____

Print Name: _____

Title: _____

Date: _____

TRIMBLE:

Signed by:
Signature: 
5DA74A419CA046C...

Print Name: George Mastakas

Title: Vice President

Date: 10/18/2024

Addendum #1

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

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

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

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

3. **Payment Terms; Invoicing**

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

4. **Term and Termination**

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

5. **Customer Obligations**

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

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

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

6. WARRANTY DISCLAIMERS.

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

7. Limitations of Liability.

7.1. Waiver; Liability Cap.

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

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

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

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

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

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

9. Confidentiality.

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

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

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

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

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

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

10.Intellectual Property Rights.

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

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

11.Personal Information; Data Protection.

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

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

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

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

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

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

12. Miscellaneous.

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

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

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

Exhibit A

Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction

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

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

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

Exhibit B
Region-Specific Terms

Table of Contents

- Australia
- France
- The Netherlands

Australia

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

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

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

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

France

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

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

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

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

The Netherlands

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

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

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

Addendum #2

Supplemental Terms for Software and Subscriptions

Version 1.1 (Last Updated: October 7, 2023)

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

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

2. Generally

2.1 Offerings.

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

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

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

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

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

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

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

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

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

3. **Data Usage and Ownership.**

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

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

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

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

4. Customer Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.4 Third-Party Application Stores.

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

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

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

6.6 Third-Party Access.

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

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

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

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

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

8. Term and Termination.

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

8.2 Subscriptions.

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

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

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

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

9. Warranties and Additional Disclaimers.

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

9.2 Warranty Remedy.

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

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

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

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

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

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

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

10. Intentionally Omitted. .

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

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

Addendum #3

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

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

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

2. Support.

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

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

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

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

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

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

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

Additional Support Documentation

Version 1.1

1. Generally.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Additional Limitations and Conditions.

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

Addendum #4

Supplemental Terms for Services

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

Version 1.0 (Last Updated: April 3, 2023)

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

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

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

Addendum #5

Supplemental Terms for Hardware

Version 1.0 (Last Updated: April 3, 2023)

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

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

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

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

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

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

Addendum #6

Supplemental Terms for U.S. Public Entities

Version 1.0 (Last Updated: October 7, 2023)

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

1. **Scope.** To the extent Customer is a public or governmental entity, these Supplemental Terms provisions apply to the extent Customer is a public or governmental entity in the United States.
2. **Intellectual Property Indemnification by Trimble.** Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Offerings in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Offerings are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Offerings substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Offerings; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Offerings are modified by any party other than Trimble; (2) if the Offerings are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Offerings; (4) to any unsupported release of the Offerings; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Offerings.
3. **Tax Exemption.** If Customer is a tax-exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 3.1 of the General Terms regarding Customer's responsibility to pay taxes shall be inapplicable.
4. **No Indemnification by Customer.** Any indemnification obligations of Customer in the General Terms shall be inapplicable.
5. **Public Records Law.** Customer's confidentiality obligations in Section 9 (Confidentiality) of the General Terms may be subject to applicable public records law.
6. **Limited Publicity.** Provision (b) in Section 12.11 (Publicity) of the General Terms shall be inapplicable.
7. **Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees for the Term shall immediately become due and payable. All previously paid fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services, if any, must be paid in full before the termination becomes effective.
8. **Non-Appropriation of Funds.** The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with Section 7 (Termination for Convenience) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.
9. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement ("**Piggyback**"), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
10. To the extent required by Texas law, Company verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of this Agreement discriminate against a firearm entity or firearm trade association; (2) it does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, as amended, it will not boycott Israel during the term of this Agreement; (3) it does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2264.001, and it will not boycott energy companies during the term of this Agreement; (4) it does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) it is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.
11. **Governing Law.** Notwithstanding Section 12.9 (Governing Law and Venue) of the General Terms, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.

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

1. Availability Service Level Agreement

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

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

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

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

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

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

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

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

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

2. Data Security and Restoration

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

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

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

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

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



TOWN COUNCIL AGENDA J.17. CONSENT ITEM(S)

DATE: October 20, 2025
FROM: David Brockway, Construction Manager
ITEM: **Consider approval of a Service Order for Architectural Services with Hoefer Welker, LLC for the design and construction management services associated with the Fire Station No. 5 Apparatus Bay Roof Replacement project, in the amount of \$133,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The service order provides complete architectural, engineering, and construction management services for the removal and replacement of the apparatus bay roof covering approximately +/- 5,200 SF (57' x 90') at Fire Station No. 5, as well as select interior bay repairs and finishes. The work will repair and modernize the apparatus bays, improve operational efficiency, and ensure long-term durability. The project includes demolition of the existing roof, structural replacement of existing wood trusses with cold-formed metal framing (CFMF) trusses, redesign of the ceiling profile, reinstallation of mechanical and electrical systems, refinishing the concrete floors, repainting interior walls and ceilings, and repairing or replacing any damaged elements within the apparatus bays.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The current roof structure is supported by temporary emergency shoring, with limited operations.

FISCAL IMPACT: \$133,000.00

Proposed Expenditure/(Revenue)
\$133,000.00

Account Number(s):
533-111-50107-6070

LEGAL REVIEW: Mark Cavazos, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the AIA B221 Service Order template as to form and legality.

ATTACHMENTS:

1. B221 Service Order 02
2. TXForm 1295

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



AIA[®] Document B221[™] – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 2.1 made as of the _8th_ 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-Fire Station 5-Renovation
800 Spinks Rd
Flower Mound, TX 75028

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the 8th 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

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 following scope of work regarding the project is our understanding based upon what we have This proposal outlines the complete architectural and engineering services for the removal and replacement of the apparatus bay roof covering approximately +/- 5,200 SF (57' x 90') at Fire Station No. 5, as well as select interior bay repairs and finishes. The work will modernize the apparatus bays, improve operational efficiency, and ensure long-term durability.
2. The scope includes demolition of the existing roof, structural replacement of existing wood trusses with cold-formed metal framing (CFMF) trusses, redesign of the ceiling profile, installation of mechanical and electrical systems, and integration of high-volume low-speed (HVLS) fans and a new linear "Rulon", type ceiling system with LED lighting. Provide whole bay diesel exhaust system using the mezzanine platform and utilize an existing opening. Soffits along each length of the apparatus bay to be removed and replaced. Include (2) USDD speakers in bays and electrical conduit at each pillar for future use.
3. Interior work will include refinishing the concrete floors, repainting interior walls and ceilings, and repairing or replacing any damaged elements within the apparatus bays. An allowance will be included for unforeseen interior repairs, to be determined during demolition.

The apparatus bay roof replacement and interior bay work is Phase One of the station improvements. The interior renovation of the remainder of the station and any other exterior upgrades will be addressed under separate service orders upon completion of this phase.

B. PROJECT SCHEDULE

It is our understanding that a mid-August 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:

Base Services Schedule

- Document Development 6-7 weeks
- Construction Administration 5-7 months – First Quarter 2026

C. SCOPE OF PROFESSIONAL SERVICES

AE Service disciplines:

Architecture - Hoefer Welker

Structural Engineering – L.A. Fuess

Mechanical / Electrical / Plumbing– Hoefer Welker

§ 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.)

1. Architectural Services

- A. Field verification and existing condition assessment.
- B. Preparation of demolition plans for roof removal and any affected interior finishes.
- C. Preparation of replacement plans for new CFMF trusses and updated ceiling profile.
- D. Permit-ready construction documents include architectural, structural, and MEP drawings.
- E. Interior apparatus bay work includes refinishing of concrete floors, repainting walls and ceilings, and repair/replacement of damaged elements.
- F. Linear "Rulon"-type ceiling with integrated LED lighting.
- G. Add (2) full length 8" wide terroxy stripes for both frontline and rear line turn-out.

2. Mechanical, Electrical, and Plumbing (MEP) Engineering

- A. Redesign of mechanical systems impacted by roof replacement and interior bay repairs.
- B. Redesign of exhaust system to whole bay system from current diesel exhaust capture system.
- C. Electrical design for HVLS fans, LED lighting, and relocated systems.
- D. Gas system redesign/rerouting plan for linear tube heating.
- E. Add (10) total 30 AMP shorelines and (2) 50 AMP shorelines front of bays.
- F. Add compressed air at (2) pillars with reels
- G. Add power sprayers.
- H. Design integration for (4) 8–10' HVLS fans
- I. Coordination for lifting and mounting of replacement (if ANY) mechanical/electrical equipment.

3. Structural Engineering Scope – LAFP

Scope Includes:

- A. Documentation for the replacement of existing wood trusses with new CFMF trusses.
- B. Structural information for CFMF truss designer.
- C. Details on all four sides of the roof showing CFMF trusses/outriggers and connections to existing CMU bearing walls.
- D. Specification of roof deck and edge angle information (anticipated: galvanized metal roof deck with steel edge angle).
- E. Construction administration services for the above scope.
- F. Meeting with CFMF truss designer early in design process to align expectations and deliverables.

Scope Does Not Include:

- A. Structural Revit model (Revit will be used for sheets, not full building modeling).
- B. Review of existing structure outside apparatus bay trusses.
- C. Design for shoring, bracing, or temporary bay apparatus structure.
- 4. Construction Administration (6–8 Months)
 - A. Review and respond to submittals and RFIs.
 - B. Attend regular construction progress meetings (in person or virtual as needed).
 - C. Periodic site visits to verify compliance with design intent.
 - D. Review of contractor payment applications for scope accuracy.
 - E. Punch list inspections and close-out documentation.

§ 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)

Design & Coordination (Architectural, Structural, MEP)	\$120,000
Permit Submission Deliverables:	Included in above
Construction Administration (5-7 mo.)	Included in above
Design Contingency	\$10,000
Allowance for Unforeseen Interior Repairs (to be set during demolition)	TBD
Reimbursable Expense Allowance	\$3,000

TOTAL FEE: \$133,000

- .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.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address, and other information.)

David Brockway
2121 Cross Timbers Road
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.)

James Beers, AIA
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)*

BY: Jeff Hall, Associate Principal | Senior
Project Manager

(Printed name and title)

(Printed name, title, and license number if required)



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

DATE: October 20, 2025
FROM: Claire Barnes, Senior Planner
ITEM: **Public Hearing to consider an ordinance for rezoning (MU25-0001 – Lakeside DFW Text Amendment) to amend Mixed Use District-1 (MU-1) to amend the development standards and architectural standards, specifically related to height standards, on specific lots within the MU-TEN subzone in the Lakeside Village Development Code. The property is generally located south of Lakeside Village Boulevard and east of Sunset Boulevard. (PZ recommended approval by a vote of 6 to 0 at its October 13, 2025, meeting.)**

BACKGROUND:

- Size – Lot 3, Block C (approximately 8,759 square feet) and Lot 1, Block F (approximately 8,037 square feet).
- Existing Zoning – Mixed Use Lakeside DFW/Village Code. Subject sites are located within the MU-TEN subzone and MZ-6 microzone.
- Modification Request – The applicant is seeking to amend the code to permit Lot 3, Block C and Lot 1, Block F to go up to four stories with ground floor commercial occupancy and be served by either on-site or on-street parking. The current code allows buildings up to three stories with ground floor commercial occupancy to be served by surface parking or five stories or greater served by structured parking.
- SMARTGrowth – Passed, previously completed
- Traffic Analysis – Passed, previously completed
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its October 13, 2025, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

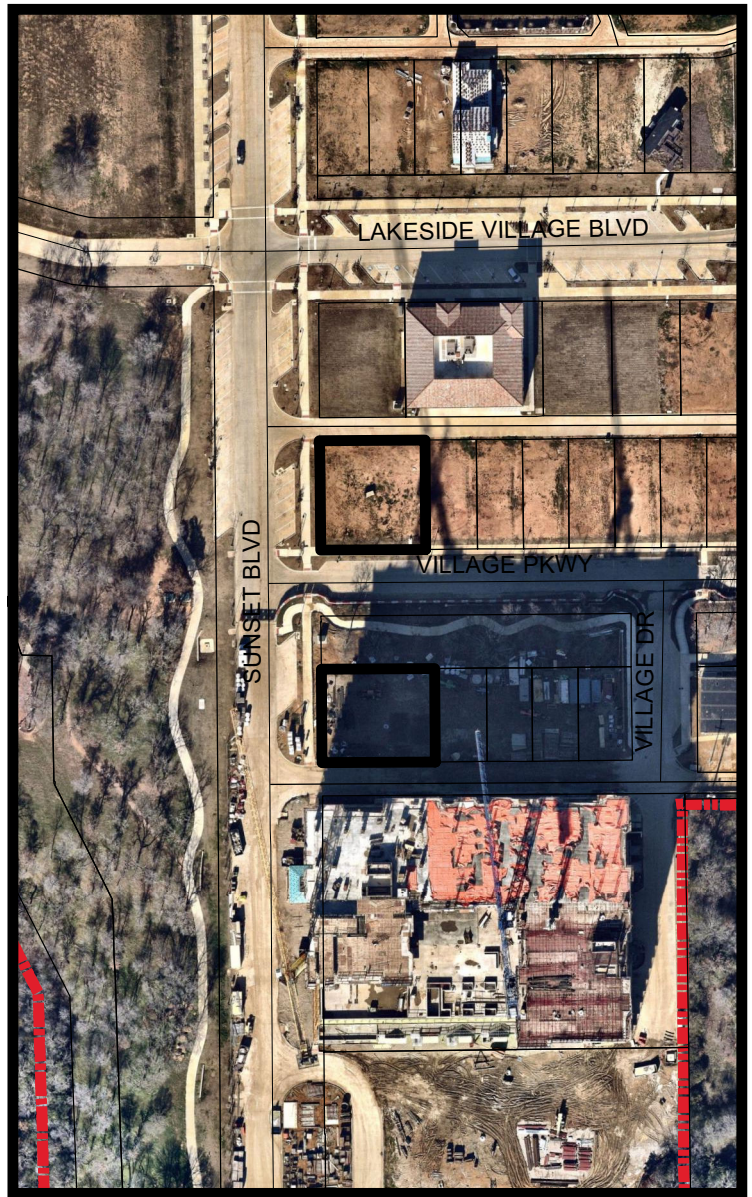
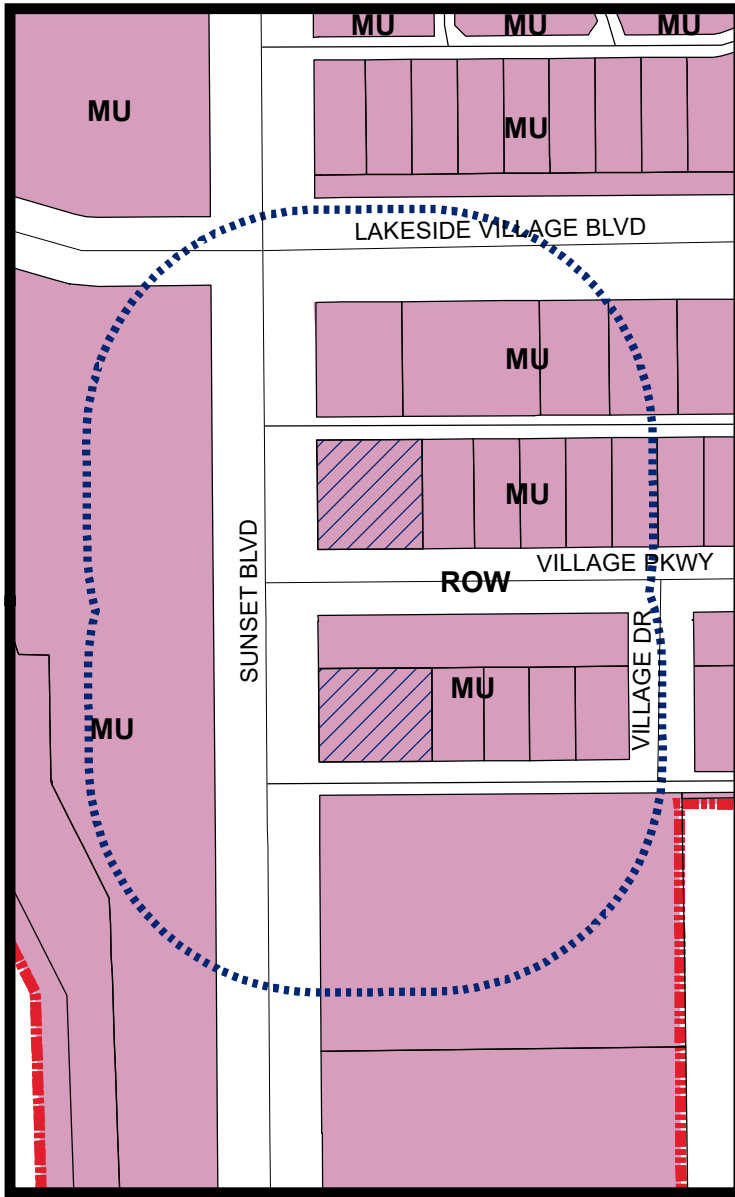
ATTACHMENTS:

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

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

Vicinity Map

MU25-0001: Lakeside DFW Text Amendment



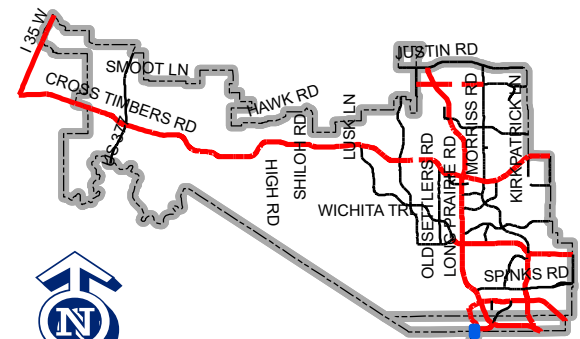
LEGEND

Mixed Use

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

0 125 250 500 Feet

**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, AS AMENDED BY ORDINANCE NOS. 14-15, 58-15, AND 03-17) ESTABLISHING AND LATER AMENDING MIXED USE DISTRICT-1 (MU-1), ALSO KNOWN AS THE LAKESIDE DFW MIXED USE DEVELOPMENT, BY AMENDING EXHIBIT “B,” “LAKESIDE DFW DEVELOPMENT CODE AMENDED,” OF ORDINANCE NO. 09-18 TO MODIFY CERTAIN DEVELOPMENT STANDARDS CONTAINED IN TABLE 3.2, “DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE,” AND SECTION 3.1.G, “ARCHITECTURAL STANDARDS,” AS APPLICABLE TO LOT 3, BLOCK C AND LOT 1, BLOCK F OF THE LAKESIDE VILLAGE PHASE 2 ADDITION; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as Lot 3, Block C, and Lot 1, Block F of the Lakeside Village Phase 2 Addition have filed an application for a zoning amendment for Mixed Use District-1 (MU-1); and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on October 13, 2025, and the Town Council held a public hearing on October 20, 2025, with respect to the proposed zoning amendment as described herein; and,

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

WHEREAS, the Town Council finds that amendment of Exhibit “B,” “Lakeside DFW Development Code Amended,” of Ordinance No. 09-18 as outlined herein is in the best

interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

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

Lot 3, Block C, and Lot 1, Block F, of the Lakeside Village Phase 2 Addition.

Exhibit "B," "Lakeside DFW Development Code Amended," to Ordinance No. 09-18 is hereby amended as more fully described in Exhibit "A," attached hereto and incorporated herein.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein, as well as the applicable regulations contained in Ordinance Nos. 09-18, 01-20, 11-22, 47-22, 11-23, and 06-24 governing Mixed Use District-1 (MU-1), also known as the Lakeside DFW Mixed Use Development; the Land Development Regulations; and all other applicable and pertinent ordinances of the Town.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF OCTOBER, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

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 except for Block C Lot 3 and Block F Lot 1 and buildings of 4 or fewer stories for Block C Lot 3 and Block F Lot 1 with commercial occupancy on the ground floor.

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

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 except for Block C Lot 3 and Block F Lot 1 and buildings of 4 or fewer stories for Block C Lot 3 and Block F Lot 1** 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.



TOWN COUNCIL AGENDA L.1. WORK SESSION ITEM

DATE: October 20, 2025
FROM: Brian Waltenburg, Director of Public Works
ITEM: **Presentation and discussion regarding the value of municipal services, focusing on Utilities.**

BACKGROUND: The Town of Flower Mound is launching a new work session series titled, “Value of Municipal Services”, to provide Town Council and the public with a deeper understanding of the services the Town delivers to the community. These sessions are designed to highlight the scope and impact of municipal services, share recent trends and performance insights, and offer a transparent look at the cost of these services to taxpayers. Each session will also include comparisons to benchmark communities to help contextualize the value and efficiency of Flower Mound’s service delivery. The intent of this series is to equip Town Council and residents with meaningful information and education about the Town’s operations, while also creating space for questions, discussion, and deeper exploration of each service area.

This second session in the series will focus on Utilities. The presentation will provide an overview of the Town’s utility services, including water, wastewater, stormwater, and related infrastructure. It will highlight key performance metrics, trends in service delivery and demand, and recent accomplishments and challenges.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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