

Town Council Regular Meeting



November 17, 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. Proclamation Salvation Army of North Texas
2. Proclamation for Small Business Saturday
3. Flower Mound Chamber of Commerce Annual Update

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
 - a. Retail and Restaurant Survey Results
3. Organizational Updates
 - a. Employee Service Recognition

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 20 - Work Session
2. December 1 - Regular Meeting

J. CONSENT ITEM(S)

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

1. Minutes - 11/3 - Consider approval of the minutes from a regular meeting held on November 3, 2025.
2. Public Safety Communications Wireline - Consider approval of the purchase of services and equipment from Motorola Solutions, Inc. related to the implementation of the Public Safety Communications Wireline Connection to Denton County Core in the amount of \$316,347.00.
3. 2025 Ford F550 purchase (Public Works) - Consider approval of the purchase of one 2025 Ford F550 Cab and Service Body per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford through Buyboard contract #724-23 for Public Works-Traffic Operations in the amount of \$96,491.65.
4. PSA - Amhearst Lane Reconstruction - Consider approval of a Professional Services Agreement with Westwood Professional Services, Inc., for the design phase services associated with the Amhearst Lane Reconstruction project, in the amount of \$209,000.00; and authorization for the Mayor to execute same on behalf of the Town.
5. PSA - Police Station and Courts Feasibility Study - Consider approval of a Professional Services Agreement with Brown Reynold Watford Architects (BRW), Inc. for a feasibility study for renovation of the existing Police and Courts

- facility for other use and construction of a new Police Station and holding facility in another location, in the amount of \$189,250.00; and authorization for the Mayor to execute same on behalf of the Town.
6. Park Naming Item - Consider approval of naming the 2.5 acre tract located within the Oakbridge Crossing residential development as Little Bluestem Park and the 3.5 acre tract located within the Whyburn residential development as Whyburn Farms Park.
 7. Purchase Motorcycles (2) and OEM Equipment - Police - Consider approval of the purchase of two (2) new 2026 BMW 1300 RT-P Police Motorcycles with OEM Upfit Equipment Installed per Town of Flower Mound Specifications and Vendor Quote from BMW Motorcycles of North Dallas in the amount of \$91,618.82.
 8. Fire Boat VERF 6300-20 - Consider approval of the purchase of a 2026 North River "FREEDOM" Response Vessel from Siddons-Martin Equipment Group through Houston-Galveston Area Council of Governments Contract (HGAC) #FS12-23, in the amount of \$343,823.00 and authorization for the Mayor to execute same on behalf of the Town.
 9. Facilities (1) Ford Transit T250 Cargo Van - Consider approval to purchase (1) Ford Transit T250 Cargo Van with listed options for Facilities Management for a total of \$64,931.57 utilizing the BuyBoard Cooperative Contract # 724-23.
 10. Fire VERF Ford F150s - Consider approval of the purchase of two (2) Ford F-150 Crew Cabs for Fire and Emergency Services Department from Chastang Ford in the amount of \$163,772.00 through BuyBoard contract #724-23, and authorization for the Mayor to execute same on behalf of the Town.
 11. Replacement of Backup and Disaster Recovery Solution - Consider approval of the purchase of Backup and Disaster Recovery Solution through FreeIT's TX DIR Contract DIR-CPO-5330 in the amount of \$528,172.80.

K. REGULAR ITEM(S)

1. Concrete Panel Replacement Services - Consider approval of the purchase of concrete removal and replacement services from F&F Concrete Construction, LLC, for work associated with the Lakeside Parkway Panel Replacement project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$3,095,969.20.
2. ZPD25-0003 - Southgate PD-134 Text Amendment - Public Hearing to consider an ordinance for rezoning (ZPD25-0003 – Southgate PD-134 Text Amendment) to amend Planned Development No. 134 with both non-residential and residential uses, by modifying SG-M1 standards pertaining to block standards, Subsection 3.5, and thoroughfare standards. The property is generally located west of Gerault Road and north of International Parkway. (PZ recommended approval by a vote of 4 to 3 at its November 10, 2025, meeting)
3. SSP24-0005 - Montalcino Estates Phase IV - Consider a request for a Subdivision Site Plan (SSP24-0005- Montalcino Estates Phase IV) to create a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers

- Road and west and north of Montalcino Boulevard. (PZ recommended approval by a vote of 5 to 1 at its November 10, 2025, meeting.)
4. TRP25-0001 - Montalcino Estates Phase IV - Public Hearing to consider an application for a tree removal permit (TRP25-0001) for eleven (11) specimen trees on the property known as Montalcino Estates Phase IV for the proposed development. The property is generally located north of Cross Timbers Road, and west and north of Montalcino Boulevard. (The Environmental Conservation Commission recommended approval of seven (7) trees and denial of four (4) trees by a vote of 6 to 0 at its April 1, 2025, meeting.)
 5. Montalcino Phase IV Parks Board Recommendation - Consider approval of a Parks Board Recommendation (PBR25-0002) for cash, in the amount of \$22,680.00, be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$24,984.00 for the Montalcino Phase IV residential development generally located north of Cross Timbers Rd. and west of Tour 18 Dr. (The Parks Board recommended approval by a vote of 6 to 0 at their December 5, 2024, meeting.)
 6. Z25-0006 - Town Initiated Rezoning [IH to A] - Public Hearing to consider an ordinance amending the zoning (Z25-0006 – Town Initiated Rezoning [IH to A]) from Interim Holding (IH) uses to Agricultural (A) uses. The properties are located throughout the Town. (PZ recommended approval by a vote of 5 to 0 at its November 10, 2025, meeting.)

L. WORK SESSION ITEM(S)

1. Value of Municipal Services: Public Works (Streets & Traffic)

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.

1. DCAD elections - Discuss and consider adopting a Resolution casting votes for candidate(s) in the election of the Denton Central Appraisal District Board of Directors.

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.
 - a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas
 - b. Town Solicitation Ordinance and handbill distribution activities
 - c. Possible boundary adjustment matter
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.
 - a. Annual Performance Review of Town Manager.
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 November 11, 2025, by 5:00 p.m.

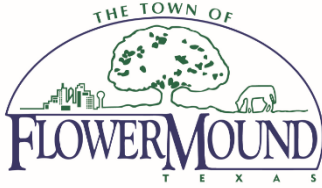
Anne Carnes, Deputy Town Secretary

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 Regular Meeting



November 3, 2025

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the meeting to order at 6:00 p.m. with the following members present:

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

Town Council member(s) absent:

Town Staff present:

James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
JP Walton, Strategic Services Officer

B. INVOCATION

Chaplain Speight gave the invocation.

C. PLEDGES

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

D. PRESENTATION(S)

1. Presentation of National Night Out Neighborhood Winners

James Augenstein, Community Services Officer, presented the item.

2. Fall into Flower Mound Festival Summary Presentation

Jill Deramus, Special Events Manager, presented the item.

E. PUBLIC COMMENT

	Speaker name and address	Subject (as written on the form)
1.	Jacque Narrell, 4801 Lusk Lane	Denton County Public Speaking Proclamation

F. ANNOUNCEMENTS

There were announcements from the Mayor or Councilmembers regarding:

Art Party at the Library on Friday
Texas Arbor Day at Shawdow Ridge Park on Friday
Dorothy's Dash on Saturday
Veteran's Day Ceremony on Sunday

G. TOWN MANAGER'S REPORT

There were no items for this category.

1. Capital Improvement Projects
2. Economic Development Projects

3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

There were no future agenda item requests.

I. COORDINATION OF CALENDARS

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

1. November 17 - Regular Meeting
2. November 20 - Work Session

J. CONSENT ITEM(S)

ACTION: Adam Schiestel moved to approve J.1 through J.4 as presented.
Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes - 9/15 - Consider approval of the amended minutes from a regular meeting held on September 15, 2025.
2. Minutes - 10/6 - Consider approval of the minutes from a regular meeting held on October 6, 2025.
3. Minutes - 10/16 - Consider approval of the minutes from a work session held on October 16, 2025.
4. Minutes - 10/20 - Consider approval of the minutes from a regular meeting held on October 20, 2025.

K. WORK SESSION ITEM

1. Value of Municipal Services: Library Services

Dr. Rachel Hadidi, Director of Library Services, gave a presentation identifying or noting:

Library Mission Statement; focus areas and goals; services provided; contributions by Friends of the Library; three-year strategic plan; 2025 accomplishments; 2026 goals; attendee programming, circulation, room bookings, and creation lab visits metrics; organizational chart; projected staffing levels; financial overview; revenue sources; total cost of services; and department requests and forecasting.

Town Council and staff discussed priorities; digital content costs and increases; digital subscription decrease due to platform change; meeting room usage and requirements; current appointments for drive-through window - moving away from appointments; emphasis on physical materials; digital and physical library budget; seed library; fees compared to other cities; subscription fees; fees assessment; and training on creation lab.

L. REGULAR ITEM(S)

1. Design PSA - Denton Creek Reuse - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Denton Creek Reuse project, in the amount of \$1,452,500.00; and authorization for the Mayor to execute same on behalf of the Town.

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

Project overview; site map; and project schedule.

Town Council, Kyle Sanderson with Kimley-Horn and staff discussed connections available to Home Owners Associations.

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

2. MPA25-0003 - Monarch Thoroughfare Plan Amendment - Public hearing to consider an ordinance amending the Master Plan (MPA25-0003 - Monarch

Thoroughfare Plan Amendment) to amend Section 7.0 – Thoroughfare Plan. The request is to change Lansdowne from an Urban Minor Arterial to an Urban Minor Arterial Undivided; consider extending it to the north; and remove the Urban Collector north of Denton Creek Boulevard in the Monarch Development Area. The location is generally located east of IH 35W and northwest of the Canyon Falls development. (Transportation Commission recommended approval by a vote of 6 to 0 at its October 14, 2025, meeting.) (PZ recommended approval by a vote of 6 to 1 at its October 27, 2025, meeting.)

Matt Hotelling, Assistant Director of Public Works/Transportation, gave a presentation identifying or noting:

Plan history; vicinity maps; current and proposed thoroughfare plan and photos with connection to City of Argyle.

Town Council, Johnathan Kirby with Kimley-Horn and staff discussed the expense to Argyle for the bridge connection; sales tax considerations; grade separation and topography, access points related to cyclists; dedicated bike lanes; retaining wall; Denton Creek speed limit; connection points and commercial considerations; and site plan related to bike lane safety.

Mayor Moore opened the public hearing.

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.		Todd Bayuk, 10845 Pedernales Falls Drive	

There being no one else wishing to speak, Mayor Moore closed the public hearing.

ACTION: Brian Taylor moved to approve L.2 as presented. Ann Martin seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

ORDINANCE NO. 43-25

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 24-01, WHICH ADOPTED THE FLOWER MOUND 2001 MASTER PLAN, BY AMENDING APPENDIX, "THOROUGHFARE PLAN MAP," OF SECTION 7.0, "THOROUGHFARE PLAN," BY RECLASSIFYING ONE

SECTION OF URBAN MINOR ARTERIAL TO AN URBAN MINOR ARTERIAL UNDIVIDED, AND REMOVING A PORTION OF URBAN COLLECTOR, GENERALLY LOCATED WITHIN THE MONARCH DEVELOPMENT, LOCATED EAST OF INTERSTATE 35W, SAID LOCATIONS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

3. MPA24-0006 - Eden Ranch Thoroughfare Amendment - Public Hearing to consider an ordinance amending the Master Plan (MPA24-0006 – Eden Ranch Thoroughfare Plan Amendment) to amend Section 7.0 - Thoroughfare Plan to eliminate the East/West Rural Collector between Red Rock Lane and Shiloh Road and to reclassify a portion of Shiloh Road beginning on the north side of Cross Timbers Road for a distance of approximately 1,600 feet north from a Rural Collector to an Urban Minor Arterial Undivided. The property is generally located north of Cross Timbers Road, east of Red Rock Lane and west of Shiloh Road. (Transportation Commission recommended approval by a vote of 5 to 0 at its February 11, 2025, meeting.) (PZ recommended approval by a vote of 6 to 1 at its October 27, 2025, meeting.)

Mayor Moore opened the public hearings for items L.3, L.4, and L.5.

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

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	Bill Casner, 7141 Cross Timbers Road	Katy Grotc, 165 Double Oak, Double Oak, Texas	* Laverne Amserdam, 5705 Pine Valley Drive
2.	Narendra Joshi, 3517 Sutters Way	Tim Whisenant, 2300 Olympia Drive	
3.	Isabelle Breeding, 3612 Tanyard Court	Marsha Gavitt, 6501 Meadowcrest Lane	
4.	Heidi Radbourne, 7400 Cross Timbers Road	Deb Fitzpatrick, 2908 Raven Circle	
5.	Sheldon Anderson 7007 Hawk Road	Tom Clark, 8704 Baltusrol	
6.	Steve Bystrom, 7400 Cross Timbers	Steven Prince, 4424 Glen Oaks Drive	
7.	Kimberly Bystrom, 7400 Cross Timbers	Scott Langley, 800 Carter Court	

8.	Jayne Williams, 3810 Blue Wood Trail	*Marc Finley, 2600 Bourne Lane	
9.	Richie Brown, 2413 Gramercy Park Drive	*Cindy Clark, 8704 Baltusrol	
10.	Erin Brown, 2413 Gramercy Park Drive		
11.	Eric Painter, 116 The Farm Road, Weatherford, Texas		
12.	Julia Radbourne, 7400 Cross Timbers Road		
13.	Bret Chance, 3709 Old Mill Drive		
14.	Ricky Clark, 4016 Dawn Drive		
15.	David Erb, 479 Hidden Valley Lane, Coppell, Texas		
16.	Kimberly Erb, 479 Hidden Valley Lane, Coppell, Texas		
17.	Zachary Erb, 479 Hidden Valley Lane, Coppell, Texas		
18.	David Stocker, 5646 Milton Street, Ste. 900, Dallas, Texas		
19.	Paul Allen, 709 Saratoga Drive, Southlake, Texas		
20.	Ruth Brock, 6921 Hawk Road		
21.	Sujo John, Lantana		
22.	Monty Felts, 6105 Garwood Circle		
23.	Ashley Mote, 6707 Crooked Lane		
24.	Austin Mote, 6707 Crooked Lane		

25.	Andrew Chapin, 2505 Shoreline Drive, Keller, Texas		
26.	Glenda Straub, 7201 Hawk Road		
27.	Shannon Tinsley, 2509 Vail Lane		
28.	Fred Vincent, 3933 Bordeaux Circle		
29.	Suellyn Martin, 6604 Oakview Drive		
30.	*Derek Bechtel, 7849 Steeplechase Circle, Argyle, Texas		
31.	*Dana Moore, 2810 Blue Wood Trail		
32.	*Clayton Flurry, 2005 Foxborough Trail		
33.	*Scott Murray, 221 Cape Brett Drive		
34.	*Molly Chance, 3709 Old Mill Drive		

** Indicates person did not wish to speak*

Matt Hotelling, Assistant Director of Public Works/Transportation, gave a presentation on item L.3 identifying or noting:

Vicinity map; current thoroughfare plan; traffic impact analysis; thoroughfare plan options; proposed thoroughfare plan; planning and zoning discussion; and recommendation.

Town Council and staff discussed condition of build-out; turning limitations; option modifications to Lusk; exit options; visibility and U-turn at Redrock; traffic volume at Cross Timbers and long term outlook; surface streets to enter and exit; travel demand model.

Lexin Murphy, Director of Development Services, gave a presentation on items L.4, L.5, and L.6 identifying or noting:

General and detailed location photos, land use and zoning; master plan amendment; concept site plan; open space plan; exceptions and modifications; modifications definitions; AG, conservation and open space lots permitted uses; modification dimensional regulations; modifications to one-acre, 3/4-acre lots;

topographic slope exception; lot benching exception; driveway spacing; residential compatibility modification; accessory dwelling modifications; open space tree planting standards; planning and zoning recommendations included in proposal; planning and zoning recommendations not included in council proposal by applicant; site photos; conceptual site and landscape plan; subdivision entrance; specimen tree removal; parkland dedication and pond dredging.

Mayor Moore recessed the meeting at 10:25 p.m.

Mayor Moore reconvened the meeting at 10:31 p.m.

Applicant Representative Randi Rivera, Director, Planning and Entitlement with McAdams, gave a presentation identifying or noting:

Timeline; Envision; development case studies; site characteristics; concept plan; design approach; emergency access point now a cul-de-sac; Ag lots and usage; conservation lots and usage; open space usage; parks plan; landscape plan; scenic buffer; entry gates; deceleration lane; trail map; tree survey; modification and exceptions; slope exception and exception summary.

Town Council, applicant, and staff discussed gate and park access; school use for residents only, not guests; future use of emergency access point; front yard size; and motion condition of fourth entrance; emergency services access to development; and additional dwelling unit response time access.

Mayor Moore announced that the Town Council is convening into a closed meeting at 11:04 p.m., pursuant to Texas Government Code Chapter 551. 071.

The Town Council reconvened into the open meeting at 11:24 p.m.

Town Council, applicant and staff continued the discussion on moving forward with reviewing each exception requested: accessory dwelling units; livestock, orchards in addition to required trees; concerns of spreading tree diseases related to peach trees; prohibition of removing protected trees; emergency services access; set-backs; maximum lot size; gates on equestrian trail; compatibility buffer between residential and non-residential; number of lot width/depth variations and set-backs; conservation development intent; tree conservation; possible reduction of lots; road realignment options; caliper of trees; community center maximum size; open space requirements; over grazing concerns; barn/stable usage; pesticides/rodenticides; entrance gate options; and the current applicant land ownership is part of development.

There being no one else wishing to speak, Mayor Moore closed the public hearing for items L.3, L.4, and L.5.

ACTION: Adam Schiestel moved to approve L.3 as presented. Chris Drew seconded the motion.

AYES: Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: Ann Martin
ABSTAIN: None
RESULT: 4 : 1

ORDINANCE NO. 44-25

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, WHICH ADOPTED THE MASTER PLAN, BY AMENDING APPENDIX, "THOROUGHFARE PLAN MAP," OF SECTION 7.0, "THOROUGHFARE PLAN," BY RECLASSIFYING SHILOH ROAD NORTH OF CROSS TIMBERS APPROXIMATELY 1,600 FEET TO AN URBAN MINOR ARTERIAL UNDIVIDED; AND REMOVING THE RURAL COLLECTOR, GENERALLY LOCATED BETWEEN RED ROCK ROAD AND SHILOH ROAD; SAID LOCATIONS BEING MORE FULLY DESCRIBED IN EXHIBITS "A" ATTACHED HERETO; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

4. CON25-0001 - Eden Ranch - Public Hearing to consider an ordinance amending the zoning (CON25-0001 – Eden Ranch) from Agricultural District (A) to Planned Development District No. 206 (PD-206) for a conservation development and modified Agricultural District (A) uses and standards with certain modifications, waivers and exceptions to the Code of Ordinances including but not limited to an exception to Section 98-147, "Topographical Slope Protection". The property is generally located north of Cross Timbers Road, east of Red Rock Lane and west of Shiloh Road. (PZ recommended approval with conditions by a vote of 7 to 0 at its October 27, 2025, meeting.)

This item was presented with L.3, L.5, and L.6.

The public hearing was opened and closed with items L.3 and L.5.

ACTION: Adam Schiestel moved to approve L.4. with the following exceptions: Auxiliary Dwelling Units will require a Specific Use Permit (SUP); removal of Kings Road entrance; 25% maximum lot coverage; one (1) 3/4 acre lot may have a lot width of 100 feet; up to twenty five (25) 3/4 acre lots may have a lot width of 110–150 feet; entrance gate option two; the Open Space Management Plan will strike language referring to pesticides; add language to protect existing citizens of root rot; and allow staff to approve the new lot layout based on the lot width included in the motion. Brian Taylor seconded the motion.

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

NAYS: Ann Martin
ABSTAIN: None
RESULT: 4 : 1

ORDINANCE NO. 45-25

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 334.284 ACRES OF LAND SITUATED IN THE H. CAMPBELL SURVEY, ABSTRACT NO. 1462, THE T. PAYNE SURVEY, ABSTRACT NO. 1056, THE B.B.B. AND C.R.R. COMPANY SURVEY, ABSTRACT 152, THE J. WEST SURVEY. ABSTRACT NUMBER 1414, THE J. WEST SURVEY, ABSTRACT NUMBER 1415, AND THE T. AND P.R.R. COMPANY SURVEY, ABSTRACT NUMBER 1618, DENTON COUNTY, TEXAS, FROM A AGRICULTURAL DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT-206 (PD-206) FOR A CONSERVATION DEVELOPMENT AND MODIFIED A AGRICULTURAL DISTRICT USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

5. TRP25-0005 - Eden Ranch - Public Hearing to consider an application for a tree removal permit (TRP25-0005) for seventeen (17) specimen trees on the property known as Eden Ranch for the proposed conservation development. The property is generally located north of Cross Timbers Road, east of Red Rock Lane, and west of Shiloh Road. (The Environmental Conservation Commission recommended approval of eight (8) trees and denial of twenty-two (22) trees by a vote of 6 - 0 at its July 1, 2025, meeting.)

This item was presented with agenda item L.3, L.4 and L.6.

The public hearing was opened and closed with items L.3 and L.4.

ACTION: Adam Schiestel moved to approve with the following trees denied: 2206, 1408, 443, 444, and 446. Chris Drew seconded the motion.
AYES: Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: Ann Martin
ABSTAIN: None
RESULT: 4 : 1

6. Eden Ranch Parks Board Recommendation - Consider approval of a Parks Board Recommendation (PBR25-0001) for the Eden Ranch residential development generally located North of Cross Timbers Rd. and east of Red Rock Ln., for parkland dedication of 9.35 acres and park development fees in the amount of \$233,184.00, including the remediation of the pond on the property with dredging and refurbishing to Town standards. (The Parks Board recommended approval by a vote of 6 to 0 at their August 7, 2025 meeting.)

This item was presented with agenda item L.3, L.4, and L.5.

ACTION: Adam Schiestel moved to approve L.6 as presented. Chris Drew seconded the motion.
AYES: Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: Ann Martin
ABSTAIN: None
RESULT: 4 : 1

7. LDR25-0002 - SMARTGrowth Update - Public Hearing to consider an ordinance amending the Land Development Regulations (LDR25-0002 – SMARTGrowth Update) by amending Article II, “SMARTGrowth Program,” of Chapter 98, “Zoning,” related to amending the organization, duties, and responsibilities for members of the SMARTGrowth Commission and amending evaluation and applicability criteria for projects subject to the SMARTGrowth Program. (PZ recommended approval by a vote of 7 to 0 at its October 27, 2025, meeting.)

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

Brief history; overview; commission creation/organization; powers and duties; SMARTGrowth Analysis; criteria and applications.

Town Council and staff discussed links to website related to overhead and buried utilities.

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

ACTION: Adam Schiestel moved to approve L.7 as presented. Janvier Werner seconded the motion.
AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: None
ABSTAIN: None

RESULT: 5 : 0

ORDINANCE NO. 46-25

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ARTICLE II, "SMARTGROWTH PROGRAM," OF CHAPTER 98, "ZONING," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, TO AMEND THE ORGANIZATION, DUTIES, AND RESPONSIBILITIES FOR MEMBERS OF THE SMARTGROWTH COMMISSION; TO AMEND EVALUATION AND APPLICABILITY CRITERIA FOR PROJECTS SUBJECT TO THE SMARTGROWTH PROGRAM; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8. FY 24-25 Strategic Plan Results - Presentation and discussion of the Town's progress in achieving the goals, objectives, and initiatives in the FY 24-25 Strategic Plan.

JP Walton, Chief Strategic Officer, gave a presentation on items L.8 and L.9 identifying or noting:

2024/2025 Strategic Plan Highlights — performance overview and completion by objective.

2025/2026 Strategic Planning Process; community input; Town Council mission/vision and values; executive summary; strategic goals and flow; objectives, initiatives and performance metrics.

Town Council and staff discussed gratitude to staff and leadership and council, shop-local; Town strategy; council vision; and technology roadmap with active analytics.

9. FY 25-26 Strategic Plan - Consider approval of the Town of Flower Mound FY 25-26 Strategic Plan.

This item was presented with L.8.

ACTION: Ann Martin moved to approve L.9 as presented. Chris Drew seconded the motion.
AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: None

ABSTAIN: None
RESULT: 5 : 0

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.

1. Discuss and consider appointing members to serve on the Outstanding Citizen Award selection committee.

Mayor Moore summarized the purpose of the item. Mayor Moore and members of Council nominated the following individuals to serve on the Outstanding Citizen Committee:

Adam Schiestel - Cecila Hood
Chris Drew - * Todd Bayuk (see Section O.)
Ann Martin - Clare Harris
Brian Taylor - Scott Morgan
Janvier Werner - Stacey Langley
Mayor Moore - Michelle McMahon (Chair)

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.

Mayor Moore announced that the Town Council is convening into a closed meeting at 12:32 a.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. **Section 551.071: Consultation with Town Attorney**
Consultation with Town Attorney.
 - a. Possible boundary adjustment matter.

b. Denton CAD Board of Directors voting matter.

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.

a. Annual Performance Review of Town Manager.

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

The Town Council reconvened into the open meeting at 12:39 a.m. There was no action taken as a result of the closed meeting.

* Council member Drew submitted Todd Bayuk to serve on the Outstanding Citizen Award Committee.

P. ADJOURN

Mayor Moore adjourned the meeting at 12:40 a.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: November 17, 2025
FROM: Steven Strickland, Captain Support Services
ITEM: **Consider approval of the purchase of services and equipment from Motorola Solutions, Inc. related to the implementation of the Public Safety Communications Wireline Connection to Denton County Core in the amount of \$316,347.00.**

BACKGROUND: Reliable communications are necessary for the operation of emergency services including fire, police, and emergency medical services. Currently the Flower Mound Police Department Communications Center relies upon a K-Core configuration. This system is housed within the police department building and the central hub or brain of all public safety communications. Major loss or damage to infrastructure would result in loss of communications, which endangers the lives of the public and first responders depending upon these communications. Flower Mound is one of only two communications centers (University of North Texas being the other) that is not connected via wireline to the Denton County Communications core. The wireline connection (which can use existing microwave connections through DENC0911) to the Denton County core offers performance and reliability enhancements to our current configuration. It also ensures system redundancy and operational efficiency. A wireline connection is scalable, reduces maintenance costs, increases functionality, and allows for future integration of new technologies. This will improve interoperability with other agencies and increase officer safety, for example in multi-jurisdictional pursuits or operations, potential active shooter threats, and mutual aid Fire/EMS calls for service. This request is from an approved decision package.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The only alternative option is to remain reliant upon our current and aging K-Core configuration, which risks failure with loss of infrastructure and limits interoperability with other emergency service agencies.

FISCAL IMPACT: \$316,347.00

Proposed Expenditure/(Revenue)
\$316,347.00

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

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

ATTACHMENTS:

1. Proposal
2. Contract

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



MOTOROLA SOLUTIONS

Town of Flower Mound, TX

TOWN OF FLOWER MOUND WIRELINER CONNECTION TO THE CORE

October 5, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000123456



Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

October 5, 2025

Steven Strickland
Deputy Chief of Police
Town of Flower Mound
4150 Kirkpatrick Ln
Flower Mound, TX 75028

Subject: Wireline Connection to Denton County Core

Dear Deputy Chief Strickland,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the Town of Flower Mound with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value. To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Motorola Solutions has prepared this proposal for a [wireline](#) to connect the existing five (5) MCC7500E dispatch consoles and eleven (11) consolettes to the Denton County core. This proposal includes equipment and services needed to provide connectivity to the core.

This proposal is subject to the terms and conditions of the H-GAC Communications System and Services Agreement ("H-GAC CSSA"), which incorporates the H-GAC RA05-21 cooperative purchasing agreement, included with this proposal, and remains valid for a period of 60 days from the date of this cover letter. The Town of Flower Mound may accept the proposal by delivering to Motorola a signed copy of the H-GAC CSSA and a signed purchase order that specifically references "PO is subject to Motorola's proposal and the terms and conditions of the H-GAC CSSA included with Motorola's proposal." Alternatively, Motorola would be pleased to address any concerns [that](#) ~~the~~ The Town of Flower Mound may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Kyle Peirce at (312)502-2856.

Our goal is to provide the Town of Flower Mound with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brad Rice'.

Brad Rice
Area Sales Manager

MOTOROLA SOLUTIONS, INC.

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Section 1

System Description

1.1 System Overview

Motorola understands that the Town of Flower Mound, [Texas](#) (“Customer”) would like to connect the existing five (5) MCC7500E dispatch consoles and eleven (11) consolettes to the Denton County core [\(the “Core”\)](#). This proposal includes equipment and services needed to provide connectivity to the [eCore](#) [\(the “Project”\)](#). The dispatch location will connect to the [Denton County coreCore](#) via customer provided connectivity over a wireline link. Motorola is proposing the equipment highlighted in Section 1.2 below to connect the dispatch site to the Denton County core. We understand that the existing CCGW, CSC combiner, and the antenna system will be reused for this project. [Motorola and Customer may be individually referred to as a “Party” or collectively as the “Parties.”](#)

1.2 Proposed Equipment

The proposed solution includes the following:

- Dispatch site
 - One (1) Conventional Site Controller DSC8000
 - Two (2) Site LAN Switches
 - Two (2) Site Routers
 - One (1) Backhaul Router MPLS

1.3 Electrical, HVAC, and Equipment Space Requirements

Customer’s existing backup power, including UPS and generator, will be used for the proposed equipment in the backroom.

Table 1 – Power Requirements

Equipment	Qty	Unit Power (W)	Unit BTU	Total Power (W)	Total BTU
Backroom					
Site Router	2	122	416	244	832
LAN Switch	2	68	233	136	466
Conventional Site Controller	1	130	444	130	444
Backhaul Router	1	120	405	120	405
Totals Backroom				630	2147

1.4 Bandwidth Requirement

Town of Flower Mound dispatch connects to the Regional P25 System, ~~Denton County core~~Core, by means of customer provided ACS fiber or Microwave, or both. It has been assumed that the link(s) provided will have enough bandwidth for the existing console positions. Any changes to the backhaul link(s) would be the ~~C~~ustomer's responsibility.

To meet the required grade-of-service for public safety voice communications, the underlying backhaul network that transports these packets must be able to guarantee certain Quality-of-Service (QoS) parameters. These include minimum bandwidth guarantees, latency, jitter, packet-loss, and end-to-end service availability. ~~Flower Mound's~~Customer's backhaul link must meet or exceed the below parameters.

Table 2 – Necessary Backhaul Link Specifications

Site Name	Minimum Bandwidth Bandwidth Guarantee (CIR) in each direction	Traffic Priority (Class of Service)	Packet Loss Ratio	Max. 1-way Latency	Max. 1-way Jitter	End-to-End Backhaul Path Restoration (within the network)	Availability
Site Dispatch	10 Mbps	Highest	<0.01%	20 ms	10 ms	1.2 sec. max	99.999%

1.5 Cutover

~~Town of Flower Mound~~Customer and Motorola will need to develop a cutover plan. Motorola will closely work with the ~~C~~ustomer and provide a cutover plan during the implementation phase of this ~~P~~project. This plan will allow the integration with minimal interruption to the day-to-day operation.

The Preliminary high-level plan is as follows. ~~Motorola will~~:

- ~~Motorola will v~~Verify the Backhaul Connectivity to the Denton County Core System, to support the Site Dispatch mission-critical communications;:-
- Install new routers and switches; and create new configurations;:-
- Swap the UTP cable connections to the new equipment and verify the connection; ~~and~~:-
- Run Acceptance Test Plan.

1.6 Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment. This plan will validate that the Town's Customer's solution operates according to its design.

An FATP will be provided during the implementation phase of this Pproject. All tests will be performed as described in the FATP and the acceptance test procedures will be mutually approved by the Parties prior to the start of the acceptance testing. Customer representatives are encouraged to witness this field-testing in order to gain a better understanding of the system and test process.

Section 2

Statement of Work

2.1 Overview

The document delineates the responsibilities between Motorola and ~~Town of Flower Mound~~Customer as agreed to by contract.

The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule Pproject kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that Pproject team members attend all meetings relevant to their role on the project.	X	X
Set up the Pproject in the Motorola Solutions information system.	X	
Record and distribute Pproject status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned Pproject tasks according to the Pproject schedule.	X	X
Submit Pproject milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all Pproject work Monday thru Friday, 8 a.m. to 5:00 p.m. local time, with the exception of Motorola Solutions' and the Customer's holidays.	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X

Tasks	Motorola Solutions	Customer
Present <u>P</u> project scope and objectives.	X	
Review SOW responsibilities and <u>P</u> project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.		X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Finalize site acquisition and development plan.		X
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Ensure that frequency availability and licensing meet <u>P</u> project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for <u>e</u> Customer provided hardware, software, LAN, WAN, and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		

Tasks	Motorola Solutions	Customer
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the P project design documentation.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Ensure that required rack space is available for installation of the new equipment.		X
Ensure that required space is available on the tower or antenna mounting structure.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide backup power, as required.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Provide power to the top of each proposed rack.		X
Provide appropriately sized breakers in the AC panel at sites to support the needs of the proposed system.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Obtain the permits needed to complete site development, including electrical, building, and construction permits.		X
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X

Tasks	Motorola Solutions	Customer
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Correct any R56 deficiencies.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for the system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide a secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	

Tasks	Motorola Solutions	Customer
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet. Unless noted otherwise in the proposal, network cable lengths are assumed to be 25 <u>twenty-five</u> feet (25') or less, and to be run within the same equipment room. Also, up to <u>two</u> (2) network cables are assumed per site.	X	
Provide, install , and terminate all cabling between punch blocks and Customer provided I/O or alarm interfaces.		X
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system within 15 <u>fifteen</u> feet (15').	X	
Label Motorola-supplied equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
Site Link Assessment		
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment. Site links will be tested once. If the links do not pass the audit, a change order will be processed to perform link audits a second time after the Customer resolves the link issues and prior to cutover.	X	
Motorola Solutions will not perform any work on non-Motorola Solutions owned equipment.		X
Provide information on customer public Internet connection for evaluation purposes.		X
Evaluate customer's network from an IT perspective.	X	
Deliverable: Site Link Assessment completed and findings are presented to the Customer.		
Cutover		
Finalize Cutover Plan.	X	X

Tasks	Motorola Solutions	Customer
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing, and installations), as needed, during cutover period.		X
Conduct a cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Provide ongoing communication with users regarding the Pproject and schedule.	X	X
Cut over users and ensure that user radios are operating on the system.		X
Resolve punch list items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment, and system, and approval of the resolved punch list items.		X
Deliverable: Migration to new system completed, and punch list items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the Pproject to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty, which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		

2.2 Design Assumptions

All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the Customer, a revised proposal with the necessary changes and adjusted costs may be required.

- The existing CCGW, Control Station Combiners, and the antenna system will be reused.
- ~~Town of Flower Mound~~Customer will be responsible for the connectivity from the dispatch site to the Denton County Core.
- ~~Town of Flower Mound~~Customer will provide the racks and the space needed for the proposed backroom equipment.
- ~~Town of Flower Mound~~Customer will provide UPS backup for the Motorola provided backroom equipment.
- No site work is required. Motorola assumes that all power, grounding, HVAC, etc. is in place and there will be plenty of available space.
- Any required system interconnections not specifically outlined here will be provided by ~~Town of Flower Mound~~Customer.
- ~~Town of Flower Mound~~Customer will provide a dedicated delivery point at the Police Department, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- ~~Town of Flower Mound~~Customer to resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Approved local, State, or Federal permits, as may be required for the installation and operation of the equipment, are the responsibility of ~~Town of Flower Mound~~Customer.
- ~~Customer shall ensure~~ There are power outlets available within six feet (6')ft of the proposed console equipment in the backroom.
- All existing sites or equipment locations will have adequate electrical power and site grounding (per R56) to support the requirements of the system described. Any R-56 upgrades are ~~Customer's~~ responsibility.
- Any site/location upgrades or modifications are the responsibility of ~~Town of Flower Mound~~the Customer.
- ~~Town of Flower Mound~~Customer will be responsible for providing the electrical circuits/connections to power the backroom equipment racks.
- Existing UPS/generator power backup will be used for the backroom equipment racks, no backup power solution is included in this proposal for the console positions or backroom equipment.
- No voice logging recorder is included in this proposal; ~~Customer~~ is responsible for the voice logging equipment.
- ~~Town of Flower Mound~~Customer will purchase a Service Upgrade Agreement (SUA) to upgrade the system release to join the Denton County core.
- Not training has been included in this proposal.
- MDR-Managed Detection and Response ("MDR") pricing is shown as an option.

Section 3

MDR Solution Description

3.1 Solution Overview

Motorola Solutions, Inc. (Motorola Solutions) is pleased to present the proposed ~~the~~-optional cybersecurity services for Flower Mound, Texas (hereinafter referred to as "Customer"). This proposal is conditional upon the host system, ~~Denton County~~ (hereinafter referred to as "Host") subscribing to ASTRO Managed Detection and Response (MDR and the core being enabled for Endpoint Detection and Response (EDR)).

Identifying and mitigating cyber threats requires a reliable solution that supplies the right data to cybersecurity experts. With MDR, Motorola Solutions will provide access to our ActiveEyeSM Security Platform, along with 24x7 support from specialized security technologists, who will monitor ~~your~~-Customer's mission critical network against threat and intrusion.

The following ASTRO® 25 Managed Detection and Response features and services are included in ~~our~~-this proposal:

- **ActiveEyeSM Managed Detection and Response Elements.**
 - ActiveEye Security Management Platform.
- **Service Modules.**
 - Log Collection / Analytics.
 - Endpoint Detection and Response (EDR).
- **Security Operations Center Monitoring and Support.**

3.1.1 Site Information

The following site information is included in the scope of ~~our~~-this proposal:

Site / Location	Quantity
Dispatch Consoles	5

Table: Site Information

Services Included

The ActiveEye service modules included in this proposal are listed below.

Service Module	Features Included	Network Environment
Log Collection / Analytics	Online Storage Period: 30 Day Storage Extended Log Storage Length: 12 Months	Consoles
Endpoint Detection and Response (EDR)	Online Storage Period: 30 Day Storage	Consoles

Table: Service Modules

Services Included

Managed Detection and Response (“MDR”) is performed by Motorola Solutions’ Security Operations Center (SOC) using the ActiveEyeSM security platform. The SOC’s cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to: requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer’s documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer’s ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The MDR service includes the deployment and optimization of these elements into the Customer’s network.

3.1.2 Managed Detection and Response Elements

This section and its subsections describe MDR elements, and their applicability for specific infrastructure.

3.1.2.1 ActiveEye Security Platform

Motorola Solutions’ ActiveEyeSM security platform collects and analyzes security event streams from ActiveEye Remote Security Sensors (AERSS) in the Host’s ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

If the Host provides it, the Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included console infrastructure.

3.1.2.2 ActiveEye Managed Security Portal

The ActiveEye Managed Security Portal will synchronize security efforts between the Host, Customer, and Motorola Solutions. From this central point, the Customer will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.

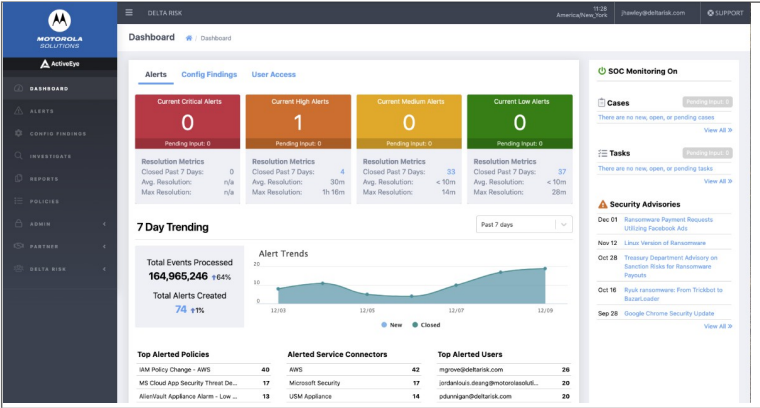


Figure: ActiveEye Interface

3.1.2.3 Dashboard

Key information in the ActiveEye Portal is summarized on the dashboard. This dashboard provides details about open alerts, an overview of alert categories, alert processing, key performance indicators (KPI), open security cases, and recent threat advisories. Also, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

3.1.2.4 Security Cases

When the Customer and Motorola Solutions identify a threat, the SOC will create a security case. Through the ActiveEye Portal, the Customer can view details of current or past cases.

3.1.2.5 Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address the alert. ActiveEye Portal also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye Portal shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

3.1.2.6 Investigations and Reporting

ActiveEye Portal includes robust *ad hoc* reporting capabilities, which will provide important, additional information about active and historical threats. Users can share information outside of ActiveEye Portal by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye Portal can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye Portal can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

3.1.2.7 Security Advisories

Security Advisories are messages initiated from the SOC that share information on active threats with the Customer's security teams. These advisories guide security teams on how to best take action against a threat and tell them where they can find further information.

3.1.2.8 Information Sharing

The ActiveEye Portal includes several functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information sharing functions include:

- **SOC Bulletins** - Instructions from the Customer, or the SOC, that SOC analysts reference when creating security cases. These can communicate short-term situations where a security case may not be needed, such as during testing or maintenance windows.
- **Customer Notebook** - The SOC will use the Customer Notebook to document the Customer's environment and any specific network implementation details that will help the SOC investigate security cases.
- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Customer will jointly manage contact procedures.

3.1.2.9 User Access

The ActiveEye Portal provides the ability to add, update, and remove user access. Every ActiveEye user can save queries, customize reports, and set up daily email summaries. Users may be given administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

3.1.3 Service Modules

ActiveEye delivers service capability by integrating one or more service modules. These modules provide ActiveEye analytics [with](#) more information to correlate and a clearer vision of events on the Customer's network. In addition, modules enable security teams and analysts to more easily access and compare data from these disparate systems. The following subsections describe each ActiveEye service module in detail.

3.1.3.1 Log Collection / Analytics

The AERSS deployed in the Host's system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Collected events will be stored in the ActiveEye Security Management Platform to enable historical searching or threat hunting as needed. Some high volume, repetitive logs may be aggregated as noted in the documentation. The default storage time period is one [\(1\)](#) year, but no longer than [ninety \(90\)](#) days, following expiration or termination of the Agreement. A longer time period can be provided if subscribed, see Table: Service Modules for subscription details.

3.1.3.2 Endpoint Detection and Response

Endpoint Detection and Response (EDR) is an endpoint security agent that integrates with the ActiveEye security platform to provide additional threat detection, investigation, and response actions to optimize protection of critical systems.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, ban or block a file hash, terminate a process) on endpoints to respond to detection of verified malicious activity within the system. Available responses are determined by the Customer's security policies.

3.1.4 Security Operations Center Services

Motorola Solutions delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola Solutions' SOC is staffed with security experts who will use ActiveEye Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate, and triage detected threats, and to recommend responses to the Customer.

Section 4

MDR Solution Description

4.1 Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions, Inc. (Motorola Solutions) Cybersecurity services as presented in this proposal to the Town of Flower Mound, Texas (hereinafter referred to as "Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' [Software Support Policy \(SwSP\)](#).

4.2 Deployment Timeline

The following phase descriptions lay out the necessary deployment activities and milestones required to achieve service readiness:

4.2.1 Deployment Timeline and Milestones

To initiate the ASTRO 25 Managed Detection and Response ("MDR") service to function, Motorola Solutions and the Customer must perform deployment tasks. Service deployment is broken into the following phases, each with specific deliverables.

4.2.1.1 Phase 1: Information Exchange

After contract execution, Motorola Solutions will schedule a service kick-off meeting with Customer and provide information-gathering documents. The kick-off meeting may be conducted at the earliest, mutually available opportunity. Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

4.2.1.2 Phase 2: Infrastructure Readiness

Motorola Solutions will provide detailed requirements regarding Customer infrastructure preparation actions after the kick-off meeting. It is the Customer's responsibility to accomplish all agreed upon infrastructure preparations.

4.2.1.3 Phase 3: System Buildout and Deployment

Motorola Solutions will build and provision-provide tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola Solutions will also provide detailed requirements regarding Customer deployment actions. The Customer may be required to deploy software and/or configurations in cases where Motorola does not manage the device and does not have access or authorization to perform the installation.

Motorola Solutions will coordinate with the Customer to identify and schedule mutually agreeable maintenance windows where Motorola Solutions will perform integration of endpoint detection and response agents at in-scope sites and Customer Enterprise Networks (CENs). Endpoint detection and response agents will not be installed at sites that do not meet the minimum connectivity requirements (either site links with sufficient bandwidth or Control Room Firewalls with Customer-provided internet) as defined in Section 4.2.2.2 below. Motorola Solutions will leave the existing antivirus solution in place on endpoints located at these out of scope sites.

4.2.1.4 Phase 4: Monitoring Turn Up

Motorola Solutions will verify all in-scope assets are properly forwarding logs or events and notify Customer of any exceptions. Motorola Solutions will begin monitoring any properly connected in-scope sources after the initial tuning period, as defined herein.

4.2.1.5 Phase 5: Tuning and Customer Training

Motorola Solutions will conduct initial tuning of the events and alarms in the service and ActiveEye training.

4.2.1.6 Service Commencement

The Service will commence with the Service Onboarding phase or within thirty (30) days of contract Agreement signature, whichever event occurs soonest for existing customers.

In the case of a new ASTRO system, the Service will commence in parallel to the commencement date of the core ASTRO Service package "Turn Up" go live date. Motorola Solutions and the Customer will collaborate to complete the additional deployment tasks.

4.2.2 General Responsibilities

4.2.2.1 Motorola Solutions Responsibilities

- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.
- Integrate EDR agents as per the "Deployment Timeline and Milestones" section in all network segments where endpoint detection and response ~~is~~ are in scope.
 - Note that network segments with insufficient connectivity to support ~~endpoint detection and response~~ EDR will be considered out of scope for ~~endpoint detection and response~~ EDR.
 - Motorola Solutions will perform the installation of ~~endpoint detection and response~~ EDR agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for all Motorola Solutions managed devices that support endpoint detection and response agents.
 - Motorola Solutions will support the Customer with installing ~~endpoint detection and response~~ EDR agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for any device that supports ~~endpoint detection and response~~ EDR agents and is not Motorola Solutions managed. Due to the fact that Motorola Solutions does not typically manage the devices and network connectivity for endpoints in the Control Room CEN, it is ultimately the Customer's responsibility to perform this installation.

- Assist the Customer with the installation of log forwarding agents on systems that are not managed by Motorola [Solutions](#). Note, Motorola [Solutions](#) will perform installation on all endpoints that are managed by Motorola [Solutions](#).
- Verify connectivity and monitoring [is-are](#) active prior to start of service.
- Coordinate with the Customer to maintain Motorola Solutions service authentication credentials.
- Monitor the Customer's ASTRO 25 network and applicable CEN systems 24/7/365 for malicious or unusual activity, using trained and accredited technicians.
- Respond to security incidents in the Customer's system in accordance with [Priority Level Definitions and Notification Times](#). This may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer's documented Incident Response plan.
- Ensure that all monitored devices within the network are properly configured for Syslog, forwarding events to the centralized event log server.
- Assist the Customer with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.

4.2.2.2 Customer Responsibilities

- The ASTRO 25 Managed Detection and Response service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before service commences. Internet service bandwidth requirements are as follows:
 - Bandwidth throughput of 10Mbps per zone.
 - High availability Internet Connection (99.99% (4-9s) or higher).
 - Packet loss < 0.5%.
 - Jitter < 10 ms.
 - Delay < 120 ms.
 - RJ45 Port Speed - Auto Negotiate.
 - If an ASTRO site link will be leveraged for [endpoint detection and response](#) [EDR](#) communications, that site link must support a minimum of 2 Mbps of bandwidth.
- Maintain an active Security Update Service (SUS) subscription, ensuring patches and antivirus definitions are applied according to the release cadence of the service.
- For regional adders to another system, the hosted core (regional system) must subscribe to and maintain either an ActiveEye Pulse or ASTRO 25 [Managed Detection and Response](#) [MDR](#) service, as well as be enabled for EDR.
- Allow Motorola Solutions continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola Solutions to understand and maintain proper administration privileges.

- Provide continuous utility service(s) to any Motorola Solutions equipment installed or utilized at the Customer's premises to support service delivery and remote monitoring.
- Provide Motorola Solutions with contact information necessary to complete the Customer Support Plan (CSP). Notify the assigned Customer Support Manager (CSM) in advance of any contact information changes.
- Notify Motorola Solutions if any new components are added to or removed from the environment, as it may be necessary to update or incorporate in [Managed Detection and ResponseMDR](#). Changes to monitored components may result in changes to the pricing of the [Managed Detection and ResponseMDR](#) service.
- Ensure that the ASTRO 25 system is operating on a Motorola [Solutions](#) supported release.
- Allow Motorola Solutions' dispatched field-service technicians physical access to monitoring hardware, when required.
- Cooperate with Motorola Solutions and perform all acts that are required to enable Motorola Solutions to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye sensor for applicable CEN systems.
- Respond to Cybersecurity Incident Cases created by the Motorola Solutions Security Operations Center.

4.2.3 Service Modules

The following subsections describe the delivery of the service modules selected in Table: Service Modules.

4.2.3.1 Log Analytics

The ActiveEye platform collects logs and other security information from applicable servers, workstations, switches, routers, network intrusion detection sensors, and firewalls in the system. Advanced analytics are used to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

4.2.3.2 Motorola Solutions Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Customer to identify appropriate log sources.

Applies to included console infrastructure.

4.2.3.3 Endpoint Detection and Response

[Endpoint detection and responseEDR](#) agents deployed on in-scope and supported Windows and Linux hosts and servers throughout the system constantly monitor for indicators of compromise and feed this information back to the ActiveEye security platform. The [Security Operations CenterSOC](#) monitors this feed and is ready 24/7 to take action when a detection is made.

4.2.3.4 Motorola Solutions Responsibilities

- Install and/or support the installation of ~~endpoint detection and response~~EDR agents on in scope endpoints in the system as detailed in the [“Deployment Timeline and Milestones”](#) section.
- Monitor ~~endpoint detection and response~~EDR feeds for detections of indicators of compromise.
- In the event of the detection of an indicator of compromise, perform detailed investigations of the event.
- Per the Customer’s security policies and defined incident response plan, alert and engage the ~~C~~ustomer and potentially take an action to deploy a countermeasure to contain the incident.

Applies to included console infrastructure.

4.3 Security Operations Center Monitoring and Support

4.3.1 Scope

Motorola Solutions will start monitoring the ASTRO 25 ~~Managed Detection and Response~~MDR service in accordance with Motorola Solutions processes and procedures after deployment, as described in [Deployment Timeline and Milestones](#).

The SOC receives system-generated alerts 24x7 and provides the Customer with a toll-free telephone number and email address for support requests, available 24x7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with [Priority Level Definitions and Notification Times](#).

4.3.2 Ongoing Security Operations Center Service Responsibilities

4.3.2.1 Motorola Solutions Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer’s defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Customer determine if the Customer’s corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support incident response.

4.3.2.2 Customer Responsibilities

- Provide Motorola Solutions with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points-of-Contact (PoC).

- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola Solutions at least [twenty-four \(24\)](#) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola Solutions' ability to perform the Managed SOC Service, as described in this SOW.

4.3.3 Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday through Friday from 8am to 7pm CST.

4.3.3.1 Motorola Solutions Responsibilities

- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

4.3.3.2 Customer Responsibilities

- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve the issue.

4.3.3.3 Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye Security Management platform and does not include use or implementation of third-party components.

4.3.4 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Solutions Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed, the Motorola [Solutions](#) Security Operations team will engage with the [Customer](#) to investigate the issue, determine the extent of the compromise, and contain the activity to the extent possible with the Motorola [Solutions](#) security controls deployed within the environment. This expert guidance is available upon contract signature and extends through MDR infrastructure deployment phases and the term of the [contractAgreement](#).

When an IoC is observed by the Security Analyst, Motorola Solutions and Customer will be responsible for the tasks defined in the following subsections.

4.3.4.1 Motorola Solutions Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.
- Take documented, Customer-approved actions ~~in an attempt~~ to contain an IoC to the extent enabled via Motorola Solutions managed technology. Communicate to the Customer any

additional potential containment actions and incident response resources that can be taken across the Customer’s managed IT infrastructure.

- Perform investigation using the ActiveEye [Managed Detection and ResponseMDR](#) integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola Solutions services exclude performing on-site data collection or official forensic capture activities on physical devices.

4.3.4.2 Customer Responsibilities

- Maintain one named PoC to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola Solutions teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

4.3.5 Event Response and Notification

Motorola Solutions will analyze events created and/or aggregated by the [Service](#), assess their type, and notify the Customer in accordance with the following table.

Table: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any event(s) determined by Motorola Solutions to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any event(s) determined by Motorola Solutions to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 3-2: Notification Procedures.

4.3.5.1 Notification

Motorola Solutions will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table: Notification Procedures

Notification Procedure	Details
------------------------	---------

Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola Solutions will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola Solutions during the implementation process.

4.3.5.2 Tuning

Motorola Solutions will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola Solutions may recommend these be addressed by the Customer to preserve system and network resources.

Motorola Solutions will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

4.3.5.3 Tuning Period Exception

The tuning period is considered to be the first 30 days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola Solutions may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola Solutions will provide responses and notifications during this period.

Motorola Solutions may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

4.3.6 Priority Level Definitions and Notification Times

Motorola Solutions will analyze events created and/or aggregated by the ASTRO® 25 [Managed Detection and ResponseMDR](#) services, assess their type, and notify the Customer in accordance with the following table.

Incident Priority	Incident Definition	Notification Time
Critical P1	Security incidents that have caused or are suspected to have caused significant and/or widespread damage to the functionality of Customer's ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant. Examples: Malware that is not quarantined by anti-virus. Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including US Holidays.
High P2	Security incidents that have localized impact but are viewed as having the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: Malware that is quarantined by antivirus. Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including US Holidays.
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples: Suspected unauthorized attempts to log into user accounts. Suspected unauthorized changes to system configurations, such as firewalls or user accounts. Observed failures of security components. Informational events. User account creation or deletion. Privilege change for existing accounts.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.
Low P4	These are typically service requests from Customer.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.

Table: Priority Level Definitions and Notification Times

4.3.6.1 Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the <u>C</u> ustomer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	An SOC Cybersecurity Analyst will make contact with the <u>e</u> Customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Medium	An SOC Cybersecurity Support Engineer will make contact with the <u>e</u> Customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven <u>(7)</u> business days of the logged request for support at the issue management system.

4.3.6.2 ActiveEye Platform Availability

The platform utilizes a multi-zone architecture, which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola Solutions will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEye Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola Solutions's reasonable control, such as disruptions of, or damage, to the Customer's or a third-party's information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEye Platform.

4.4 Limitations and Exclusion

~~Managed Detection and Response~~MDR does NOT include services to perform physical containment and/or remediation of confirmed security incidents, whether remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

Motorola Solutions' scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns.

NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA SOLUTIONS WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD-PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS; OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

4.4.1 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola Solutions does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the statement of work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs, and benefits that we assume apply to you.

4.4.2 Processing of Customer Data in the United States and/or other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola Solutions in the United States (US) and/or other Motorola Solutions operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

4.4.3 Customer and Third-Party Information

Customer understands and agrees that Motorola Solutions may obtain, use, and/or create and use anonymized, aggregated, and/or generalized Customer data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this [engagement Agreement](#), so long as not specifically identifying the Customer, Customer data shall not include, and Motorola Solutions shall be free to use, share, and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses; file hash information; domain names; malware signatures and information; information obtained from third-party sources; indicators of compromise; and tactics, techniques, and procedures used, learned, or developed in the course of providing services.

4.4.4 Third-Party Software and Service Providers, including Resale

Motorola Solutions may use, engage, license, resell, interface with, or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and

services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, EULAs, privacy statements, data processing agreements, and/or other applicable terms. Such third-party providers and terms ~~are available publicly, through performance, or upon request shall be provided to Customer prior to engaging, licensing, reselling, interfacing with, or utilizing the products of such third-party providers for the services provided to Customer under this Agreement.~~

Motorola Solutions disclaims any and all responsibility for any and all loss or costs of any kind associated with security events not caused by Motorola Solutions employees, agents, representatives, or third-party providers or by the failing of Motorola Solutions products or solutions. Motorola Solutions disclaims any responsibility for Customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluate

Section 5

Services Overview

5.1 Overview

The proposed infrastructure support service for ASTRO® 25 infrastructure will provide ~~the Town of Flower Mound, Texas~~ ("Customer") with the support needed to detect and resolve unforeseen issues. The proposed services consist of the following elements:

- Network Hardware Repair with Advanced Replacement.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.

Together, these elements will help to avoid operational disruptions and maintain the value of ~~The Town of Flower Mound~~ Customer's communications investment.

5.2 Service Element Descriptions

The following sections describe the elements proposed for ~~The Town of Flower Mound~~ the Customer ASTRO 25 infrastructure.

5.2.1 Network Hardware Repair with Advanced Replacement

To restore ~~The Town of Flower Mound~~ the Customer's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third- party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and, once repaired, add those to the depot's FRU inventory. Replacement components will remain in ~~The Town of Flower Mound~~ Customer's ASTRO 25 network to maintain continued network functionality.

If ~~Flower Mound~~ Customer prefers to maintain their existing FRU inventory rather than using Motorola Solutions' depot inventory, Motorola Solutions can provide "loaner" FRUs during the repair process.

5.2.2 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to ~~The Town of Flower Mound~~the Customer's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them, as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between ~~Flower Mound~~Customer and Motorola Solutions.

5.2.3 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine, hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

5.3 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and Customer Hub. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to ~~The Town of Flower Mound's~~the Customer's administrators and personnel through Customer Hub.

Service activities and Motorola Solutions' service team are described in more detail below.

5.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among ~~The Town of Flower Mound~~the Customer, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

5.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

5.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide ~~The Town of Flower Mound~~Customer with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable ~~The Town of Flower Mound's~~Customer's representatives to check repair status, from inbound shipment to return.

5.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be ~~The Town of Flower Mound's~~the Customer's key point of contact for the definition and administration of services. The CSM will work with ~~Flower Mound~~Customer to define service delivery details to address ~~The Town of Flower Mound's~~the Customer's specific priorities.

5.3.5 Customer Hub

To provide ~~Flower Mound~~Customer with quick access to service details, Motorola Solutions will provide our Customer Hub online network information tool. Customer Hub provides ~~our~~Customers with real-time critical network and services information through an easy-to-use graphical interface.



Customer Hub offers real-time, role-based access to critical network and services information.

With Customer Hub, The Town of Flower Mound's Customer's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by Customer Hub will be based on your Customer's needs and user access permissions, ensuring that the information displayed is secure and pertinent to your Customer operations.

5.4 System Upgrade Agreement II

The System Upgrade Agreement II (SUA II) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, SUA II keeps your Customer's ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, your Customer's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each period. The SUA II service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.

- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at the Customer site. This includes factory integration, testing, and supply chain management for new software and hardware. [Motorola Solutions will work with Customer to schedule these services on mutually agreeable dates.](#)

With these services, the Customer will have access to the technology, support, and planning expertise needed for an effective upgrade.

Section 6

ASTRO System Upgrade Agreement Statement of Work

6.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, [the](#) Town of Flower Mound ("Customer") is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola Solutions, Inc. ("Motorola [Solutions](#)") continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates, ensuring the latest in ASTRO® is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola [Solutions](#) and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola [Solution's Software Support Policy \(SwSP\)](#).

6.2 Scope

As system releases become available, Motorola [Solutions](#) agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade (System Upgrade) in each eligible System Upgrade window over the term of this [A](#)greement. The term of the [A](#)greement is listed in Table 6-1: SUA Term. The eligible System Upgrade windows and their duration are illustrated in Table 6-2: Eligible System Upgrade Window.

With the addition of the cloud services, Motorola [Solutions](#) will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 6-2: Eligible System Upgrade Window. Motorola [Solutions](#) may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola [Solutions](#) will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola ['sSolutions'](#) option, new system releases may introduce new features or enhancements that Motorola [Solutions](#) may offer separately for purchase, however, these new features or enhancements will not interfere with or prevent the provision of the services agreed to herein.

Table 6-1: SUA Term

Duration	4 Year(s)
----------	-----------

Table 2: Eligible System Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window
Duration: 2 year	Duration: 2 year

The methodology for executing each System Upgrade is described in Section 6.5. ASTRO® SUA pricing is based on the system configuration outlined in Appendix B: System Pricing Configuration. This configuration is to be reviewed annually from the [contract Agreement](#) effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path in Appendix A: ASTRO® System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Appendix A: ASTRO® System Release Upgrade Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola [Solutions](#) will provide a price quotation for any additional materials and services necessary.

6.3 Inclusions

Refer to Table C-6: SUA Coverage Table for more detailed information on the SUA inclusions referenced in this section.

6.3.1 System Upgrades

System Upgrade coverage includes the products outlined in Appendix B: System Pricing Configuration and does not cover all products. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

6.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to Section 6.4.5 for further clarification on coverage.

6.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this document.

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers

Excluded Products and Services	Examples (Not Limited To)
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

6.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

6.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola [Solutions](#) Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

6.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

6.4.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this [Agreement](#).

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

6.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer's

ASTRO® system configuration. Motorola [Solutions](#) will make reasonable efforts to notify the Customer if there is an incompatibility.

6.5 General Statement of Work for System Upgrades

6.5.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least six (6) months prior to a scheduled upgrade.

6.5.1.1 Motorola [Solutions](#) Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this [Agreement](#), or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud-based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola [Solutions](#) and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least twelve (12) weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this [document Agreement](#), Motorola [Solutions](#) will provide this training only once per system.

6.5.1.2 Customer Responsibilities

- Contact Motorola [Solutions](#) to schedule a System Upgrade and provide necessary information requested by Motorola [Solutions](#) to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola [Solutions](#) that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades, and the labor necessary to address any security upgrades backlog accumulation identified in Section 6.5.1.1, Motorola [Solutions](#) Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola [Solutions](#) and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- If applicable, provide network connectivity at the zone core site(s) for Motorola [Solutions](#) to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola [Solutions](#) will provide the network connection specifications, as listed in Section 6.5.1.1, Motorola [Solutions](#) Responsibilities. Network connectivity must be provided at least [twelve \(12\)](#) weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola [Solutions](#), Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Appendix B: System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on-premise radio solution and the cloud platform, unless provided by Motorola [Solutions](#) under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola [Solutions](#) makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least [twelve \(12\)](#) weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

6.5.2 System Readiness Checkpoint

All items listed in this section are to be completed at least [thirty \(30\)](#) days prior to a scheduled upgrade.

6.5.2.1 Motorola Solutions Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
 - Motorola Solutions reserves the right to charge the Customer for the security patches, antivirus updates, and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

6.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola Solutions to complete in time for the System Readiness Checkpoint.

6.5.3 System Upgrade

6.5.3.1 Motorola Solutions Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

6.5.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software upgrade services.

6.5.4 Upgrade Completion

6.5.4.1 Motorola Solutions Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

6.5.4.2 Customer Responsibilities

- Cooperate with Motorola Solutions in efforts to complete any post upgrade punch list items as needed.

6.6 Special Provisions

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to Customer-provided software and hardware. Motorola [Solutions](#) makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola [Solutions](#) will notify the Customer of the limitations [within 30 days](#). The Customer is responsible for any costs and liabilities associated with making the Customer-provided software and/or hardware work with the standard Motorola [Solutions](#) system release. This includes, but is not limited to, Motorola [Solutions's](#) costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

Any Motorola [Solutions](#) software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola [Solutions](#) Software License Agreement. Any non-Motorola [Solutions](#) Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola [Solutions](#) the right to sublicense the Non-Motorola [Solutions](#) Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola [Solutions](#) makes no representations or warranties of any kind regarding non-Motorola [Solutions](#) Software. Non-Motorola [Solutions](#) Software may include Open Source Software.

ASTRO® SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola [Solutions](#) no longer supports the ASTRO® 7.x software version in the Customer's system or discontinues the ASTRO® SUA program. [Motorola Solutions will provide Customer with no less than thirty \(30\) days' notice of its intent to cease support of the ASTRO® 7.x software version in the Customer's system or its intent to discontinue the ASTRO® SUA program.](#) In either case, Motorola [Solutions](#) will refund to Customer any prepaid fees for [ASTRO® 7.x and](#) ASTRO® SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than [twelve \(12\)](#) weeks of the scheduled on site date, Motorola [Solutions](#) reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre- planning efforts completed by the Motorola [Solutions](#) Upgrade Operations Team.

The ASTRO® SUA annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Customer terminates, except if Motorola [Solutions](#) is the defaulting party, the Customer will be required to pay for the balance of payments [owed-outstanding for services provided](#) in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination.

6.7 Appendix A: ASTRO® System Release Upgrade Paths

The upgrade paths for standard ASTRO® system releases are listed in Table A-3: Certified Standard ASTRO® System Release Upgrade Paths.

Table A-3: Certified Standard ASTRO® System Release Upgrade Paths

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to current shipping release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in Table A-4: Certified High Security ASTRO® System Release Upgrade Paths.

Table A-4: Certified High Security ASTRO® System Release Upgrade Paths

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO® 7.x platform is expressed in the form "ASTRO® 7.x release 20YY.Z". In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year. A20XX.HS enhances the ASTRO® System release with support for Public Key Infrastructure (PKI) Common Access Card / Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

Starting with the 2024 releases, Motorola Solutions is moving from the ASTRO 7.x release names to ASTRO Next. For the purposes of the SUA program, releases using the naming convention of AN (ASTRO Next) or A (ASTRO) will be considered the same.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein outlines Motorola Solutions's presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Motorola Solutions reserves the right to make changes to the content and timing of any product, product feature, or software release.

6.9 Appendix B: System Pricing Configuration

This configuration is to be reviewed annually from the [contract Agreement](#) effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

Table B-5: System Configuration at Time of Contract

System Configuration	
Core Configuration	
Cloud-based Core	0
On-premises Main Site	0
On-premises Backup Site	0
System Level Features	
Standalone Servers (Critical Connect / Smart Connect)	0
MOSCAD NFM RTU (typically 1 per site location)	0
Network Management Clients	0
IMW Servers	0
Telephone Interconnect	0
Security Configuration	
AERSS Sensors	0
Firewalls	0
KMF Servers	0
KMF Clients	0
RF Site Configuration	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	0
DBR 8000 Base Stations	0
Dispatch Site Configuration	
Dispatch Site Locations	1
MCC 7500 Dispatch Consoles	5
AIS	0

System Configuration	
CCGWs	0
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	0
AXS Console PDH (CommandCentral Hub)	0
AXS Servers	0
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0
MACH Alert FSA Purchased through Motorola	0
Genesis Applications Purchased through Motorola	0

6.10 Appendix C: SUA Coverage Table

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

Table C-6: SUA Coverage Table

ASTRO® Certified Solution	System Upgrade		
Equipment Provided by Motorola	Software	Hardware Full Product	Hardware Board-Level
Servers	✓	✓	
Workstations	✓	✓	
Firewalls	✓	✓	
Routers	✓	✓	
LAN Switches	✓	✓	
CirrusNode	✓	✓	
MCC 7500 Voice Processing Module	✓		✓
MCC 7500E Dispatch AIM	✓	✓	
MCC 7500E Dispatch (CommandCentral Hub)	✓	✓	
AXS PDH Client (CommandCentral Hub)	✓	✓	

ASTRO® Certified Solution	System Upgrade		
SDM 3000 Aux I/O	✓	✓	
MC Edge Aux I/O	✓	✓	
GTR 8000 Base Stations	✓		✓
GCP 8000 Site Controllers	✓		✓
DSC 8000 Site Controllers	✓	✓	
GCM 8000 Comparators	✓		✓
Motorola logging interface equipment	✓	✓	
PBX switches for telephone interconnect	✓	✓	
SDM 3000 RTU	✓		✓
Conventional Channel Gateway (CCGW)	✓	✓	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✓	✓	

Section 7

Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to the Town of Flower Mound Customer.

Description	Price
Equipment and Licenses	\$148,900
Professional Services	\$195,469
Sub-Total	\$344,369
HGAC RA05-21 Contract Discounts	-\$28,022
Base System Total (Tax Exclusive)	\$316,347

Description	Price
Maintenance and SUA Year 2	\$51,151
Maintenance and SUA Year 3	\$30,074
Maintenance and SUA Year 4	\$31,366
Maintenance and SUA Year 5	\$32,720
Maintenance and SUA 5 Year Total (Tax Exclusive)	\$145,311

Due to significant market and tariff volatility and material price fluctuations in raw materials such as steel, copper, finished wood, and concrete, in the event of a cost increase in material, equipment, or energy occurring during implementation of the project through no fault of Motorola Solutions, the contract price, time of completion, and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the contract documents. Motorola Solutions reserves the right to apply a fuel surcharge to the quoted freight rates on all shipments based on the cost of diesel at the time of shipment. Any pricing adjustments will be done in accordance with the price adjustment provisions of the H-GAC RA05-21 Master Contract. In the event of a price increase herein, the Customer shall have the right to terminate the Agreement.

7.1 Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola

Pricing Summary



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Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 25% of the Contract Price due upon contract Agreement execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

Motorola Solutions shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola Solutions shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Maintenance and Support Plan and Subscription Based Services: Motorola Solutions will invoice Customer annually in advance of each year of the plan.

Contractual Documentation

This proposal is subject to the terms and conditions of the H-GAC CSSA, which incorporates the H- GAC RA05-21 cooperative purchasing agreement, included with this proposal, and remains valid for a period of sixty (60) days from the date of the cover letter. The Town of Flower Mound Customer may accept the proposal by delivering to Motorola Solutions a signed copy of the H-GAC CSSA and a signed purchase order that specifically references "PO is subject to Motorola 'sSolutions' proposal and the terms and conditions of the H- GAC CSSA included with Motorola Solutions's proposal."

Pricing Summary



Use or disclosure of this proposal is subject to the restrictions on the cover page.
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H-GAC Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and the Town of Flower Mound, Texas ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Customer desires to purchase Products; and

WHEREAS, Motorola desires to sell Products to Customer; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Customer) has solicited proposals for communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the "H-GAC Contract"), which provided that End Users may purchase communications and related Equipment, Licensed Software, and Services from Motorola pursuant to certain terms contained therein; and

WHEREAS, the H-GAC Contract is located at the following address: <https://www.hgacbuy.org/contracts/documents?contractid=124>; and

WHEREAS, pursuant to Motorola Special Provisions, Articles 2 and 6 of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications and related equipment and services from Motorola by the Customer.

Now therefore, For good and valuable consideration, the Parties agree as follows:

1. Agreement.

- 1.1. Scope: Agreement Documents.** This H-GAC CSSA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this H-GAC CSSA (each an "Addendum", and collectively the "Addenda"). This H-GAC CSSA, the applicable Addenda, and Proposal collectively form the Parties' "Agreement."
- 1.2. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the H-GAC CSSA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"**Change Order**" means a written amendment to this Agreement after the Effective Date.

“Communications System” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“Contract Price” or **“Fees”** means the charges applicable to the Products, including the H-GAC administrative fee, but excluding applicable sales or similar taxes and freight charges.

“Confidential Information” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled, or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, ~~and~~ Documentation, ~~as well as~~ and any other information relating to the Products.

“Customer Data” has the meaning given to it in the DPA.

“Customer-Provided Equipment” means components, including equipment and software, not provided by Motorola ~~which that~~ may be used with the Products.

“Data Processing Addendum” or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software ~~which that~~ is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software, and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products,”** or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DPA.

“Site” or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“Software-as-a-Service” or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“Software System” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“Subscription” means a recurring payment for Products, as set out in the Proposal.

“Subscription Services” or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“Term” means the term of this H-GAC CSSA, which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect; or (b) the expiration of all applicable warranty periods, unless the H-GAC CSSA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support, and Lifecycle Management can be found in the [Maintenance, Support, and Lifecycle Management Addendum \(“MSLMA”\)](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems, or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

[Drone related Products](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, ~~and be liable for any loss or damage.~~ Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords, and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions, or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.
- 4. Term and Termination.**
- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.
- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a

"**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year and Customer's written agreement to the increase in Fees.

- 4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.
5. **Payment, Invoicing, Delivery and Risk of Loss.**
- 5.1. The Contract Price of \$ 461,658.00, which includes the H-GAC administrative fee, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract No. RA05-21. The Customer will pay all invoices as received from Motorola subject to the

terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the Parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Steven Strickland, Deputy Chief
Address: 4150 Kirkpatrick Lane
Phone: 972-874-3360

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: pdinvoices@flowermound.gov
Customer CC (optional) Email: Beverly.breen@flowermound.gov

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Flower Mound Police Department Attn: Steven Strickland, Deputy Chief
Address: 4150 Kirkpatrick Lane Flower Mound, Texas 75028

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Flower Mound Police Department Attn: Steven Strickland, Deputy Chief
Address: 4150 Kirkpatrick Lane Flower Mound, Texas 75028
Phone: 972-874-3360

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title, and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in an Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation, and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure;¹⁷ (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies);¹⁷ (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities);¹⁷ and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). ~~Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and~~ Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and

process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8.** End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open-source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9.** Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10.** API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for [six \(6\)](#) months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local [client-Customer](#) installation, Customer is responsible for installing the current version. Motorola will support each [client Customer](#) version for [forty-five \(45\)](#) days after its release but may update the [clientstomer-Cu](#) at any time, and does not guarantee support for prior [client-Customer](#) versions.
- 7. Representations and Warranties.**
- 7.1.** Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder; and (b) the Agreement will be binding on such Party.
- 7.2.** System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in

accordance with the descriptions in the applicable Proposal in all material respects;³⁷ (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects;³⁷ and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

- 7.3. Communications Systems.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title, and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. ~~Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty.~~ Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS-THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE

COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

- 7.10. ADDITIONAL WARRANTY EXCLUSIONS.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

- 8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence, or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law, provided that Motorola shall not enter a settlement or admit any fault on behalf of Customer without Customer's prior consent; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise, provided that Motorola shall not enter a settlement or admit any fault on behalf of Customer without Customer's prior consent; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed

Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided or approved by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. **Limitation of Liability.**

- 9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED ~~THREE MILLION DOLLARS (\$3,000,000)~~. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY

Commented [KS1]: Motorola rejects the deletion resulting in potentially unlimited liability. Please see suggested alternate language.

OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, OR THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than ~~one-four~~ (4) years, or applicable statute of limitations under Texas law, after the date of accrual of the cause of action.

10. Confidentiality.

- 10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title, and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title, and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the [DPA](#).
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications, and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title, and interest in and to such fixes, modifications, or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications, or improvements to Motorola.
- 12. Acceptance.**
- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten (10) days' notice before testing begins, and upon successful completion, both Parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty (30) days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty (30) days after functional demonstration if not otherwise defined in the Proposal.
- 13. Force Majeure; Delays Caused by Customer.**
- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule. Customer shall be excused from payment of Fees in the event of nonperformance or delayed performance by Motorola caused by events outside of its reasonable control. However, Customer shall be responsible for payment of Fees in the event that they are the cause of nonperformance or delayed performance.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder; (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14.

Town of Flower Mound

October 5, 2025

Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of ~~Illinois~~Texas, ~~unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided.~~ The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of non-binding mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago~~Denton County, Texas, Illinois~~, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by non-binding mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook~~Denton County, Illinois~~Texas, ~~or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided.~~ Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion and upon prior written notification to Customer, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

Commented [ES2]: Motorola declines removal of this statement. Costs associated with violation of the Agreement by the Customer are the responsibility of the Customer.

- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. ~~Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation.~~ Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation." This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment, [Invoicing, Delivery and Risk of Loss and Invoicing](#); Section 7.9 – Warranty Disclaimer; Section 7.10 – Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 –

Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this H-GAC CSSA as of the Effective Date.

Motorola Solutions, Inc.	Customer: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH
THE TOWN OF FLOWER MOUND, TEXAS
(For Use with Motorola Solutions, Inc.)**

By entering into a contract, issuing or accepting a purchase order, or otherwise procuring goods or services from Motorola Solutions, Inc. (“Motorola”), the Town of Flower Mound, a Texas home rule municipality (“Town”) and Motorola (together, the “Parties”) agree that this Government Contract and Purchasing Rider (“Rider”) is subject to the governing Texas H-GAC Communication Systems Services Agreement No. RA05-21 and Proposal. Otherwise, it is incorporated into, governs, and supersedes any conflicting term in the underlying agreement, quotes, statements of work (SOWs), order forms, invoices, or online/click-through terms (collectively, the “Agreement”), except where expressly approved by the Town Council in writing and permissible by Texas law.

**SECTION 1.
TIME FOR PAYMENT AND INTEREST.**

Town payments are governed by the Texas Prompt Payment Act, Tex. Gov’t Code Ch. 2251. Payment is due within thirty (30) days of the latest of: (i) Town’s receipt of goods; (ii) completion of services; or (iii) Town’s receipt of a proper invoice. Interest on overdue amounts shall not exceed the rate permitted by Chapter 2251.

**SECTION 2.
INDEMNIFICATION; LIABILITY; NO FUTURE DEBT.**

(a) Multiyear Contracts & No Future Debt. All Town payment obligations are subject to the availability and annual appropriation of funds consistent with Tex. Const. art. XI, §5 and applicable law. If funds are not appropriated for any subsequent fiscal year, the Agreement terminates at the end of the then-current funded period without penalty. Nothing herein creates an unconstitutional debt or requires a sinking fund.

(b) Limitation of Liability; Damages. Neither Party is liable for incidental or consequential damages to the extent permitted by law. Town’s monetary liability for damages in any claim or cause of action arising under or related to a purchase order subject to this Agreement shall not exceed two times (2x) the total value of the purchase order. Such value includes all the amounts paid and amounts to be paid over the life of the purchase order to Motorola by Town, subject to Tex. Loc. Gov’t Code § 271.153 and applicable law.

**SECTION 3.
TERMINATION.**

(a) Cause/Non-Compliance. Town may terminate due to Motorola’s material breach after notice and the applicable cure period as provided in the Agreement.

(b) No Auto-Renew. Automatic renewals beyond the five (5) year initial term are ineffective unless expressly approved by the Town in writing.

SECTION 4.

CONFIDENTIALITY; TEXAS PUBLIC INFORMATION ACT.

All information related to the Agreement is subject to the Texas Public Information Act (TPIA), Tex. Gov't Code Ch. 552. Any conflicting nondisclosure term is unenforceable to the extent it prevents disclosure required by law. Motorola shall promptly assist the Town, at no additional charge, with searches, exports, and necessary chain-of-custody declarations for responsive records, including digital evidence.

SECTION 5. TAX EXEMPTION.

The Town is exempt from state sales and use tax under Tex. Tax Code §151.309 and federal excise taxes, as applicable. Motorola shall not charge exempt taxes. The Town will provide exemption documentation upon request.

SECTION 6. GOVERNING LAW AND VENUE.

This Agreement is governed by Texas law, without regard to conflict of law principles. Exclusive venue lies in a court of competent jurisdiction in Denton County, Texas. Any requirement for foreign law or venue is void.

SECTION 7. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES.

The Town's liability for attorneys' fees and damages, if any, is limited as permitted by Tex. Loc. Gov't Code §271.153. Any penalties, liquidated damages, or fee-shifting obligations inconsistent with §271.153 are void.

SECTION 8. SOVEREIGN/GOVERNMENTAL IMMUNITY; GOVERNMENTAL FUNCTION.

The Town enters the Agreement in performance of governmental functions for public health, safety, and welfare. Nothing waives the Town's sovereign or governmental immunity. Any waiver of immunity is limited to Subchapter I, Chapter 271, Texas Local Government Code, to the extent applicable.

SECTION 9. ASSIGNMENT.

Neither Party may assign or transfer rights or interests without the other Party's prior written consent (not unreasonably withheld). Any contrary boilerplate permitting unilateral assignment (including to affiliates) is inoperative without Town consent.

**SECTION 10.
RIGHT TO TRIAL BY JURY.**

The Town retains its right to trial by jury. Any waiver of jury trial is void. The Town expressly reserves its legislative and municipal police power in accordance with the laws of the State of Texas. Any provision, term, or condition in the Agreement requiring the Town to waive its rights under the Texas or Federal Constitution, or under any foreign law(s), or limiting the claims or remedies available to the Town, or requiring settlement of claims through mandatory binding mediation or arbitration are void and shall be given no effect.

**SECTION 11.
LIMITATION ON CLAIMS.**

Any claim for breach must be brought within four (4) years, consistent with Tex. Civ. Prac. & Rem. Code §16.004 and Tex. Bus. & Com. Code § 2.725, as applicable.

**SECTION 12.
FORCE MAJEURE.**

Neither Party is liable for delay or failure to perform due to Force Majeure (e.g., acts of God, war, civil commotion, epidemics, pandemics, governmental restrictions, strikes, material shortages). If such event continues for thirty (30) or more days, either Party may terminate affected services without penalty, paying only for conforming goods or services actually received.

**SECTION 13.
RIGHT TO AUDIT; RECORDS RETENTION.**

The Town may, until three (3) years after final payment (or longer as required by law or litigation hold), access and examine any directly pertinent Motorola books and records (electronic or hardcopy) related to the Agreement. Access shall occur during normal business hours upon at least ten (10) business days' notice.

**SECTION 14.
SUCCESSORS AND ASSIGNS.**

This Rider binds the Parties and their successors and permitted assigns.

**SECTION 15.
TOWN MARKS; PUBLICITY; DATA MONETIZATION.**

Motorola shall not use the Town's name, logos, or seals in publicity without the Town's prior written consent and shall not use them in any demeaning or detrimental manner. Motorola shall not sell, license, mine, or otherwise monetize Town Data (including analytics or derivatives).

**SECTION 16.
RIDER CONTROLLING; ORDER OF PRECEDENCE; NO CLICK-THROUGH
TERMS.**

This Rider controls over any conflicting term in the Agreement, SOW, proposal/quote, invoice, website, or click-through terms. Order of precedence: (1) the Texas H-GAC Communication Systems Services Agreement No. RA05-21; (2) Proposal; (3) this Rider; (4) the Agreement as approved by Town Council; (5) SOW(s); (6) Motorola proposal/quote; (7) Motorola Master Customer Agreement and any other Motorola online standard terms and conditions, and addenda, linked, embedded, or otherwise incorporated by reference into the Proposal and/or Agreement, and the Town shall never be bound by any unilateral “update” or “change” by Motorola of the same. Any click-through/shrink-wrap terms are rejected and have no effect unless separately approved by the Town Council in writing.

**SECTION 17.
GIFT TO PUBLIC SERVANT.**

The Town may terminate immediately if Motorola offers, confers, or agrees to confer any benefit on a Town officer or employee that such person is prohibited by law from accepting.

**SECTION 18.
DATA OWNERSHIP; RESIDENCY; OPEN RECORDS/LITIGATION HOLD;
EXIT/EXPORT.**

(a) Ownership. All video, audio, images, interview recordings, ALPR/LPR data, hotlists, logs, metadata, annotations, configurations, training records, and derivatives (“Town Data”) are solely the Town’s property. Motorola receives no rights except to perform contracted services.

(b) Residency. Town Data shall be stored and processed only within the United States notwithstanding any provision to the contrary in the Texas H-GAC Communication Systems Services Agreement No. RA05-21, Proposal, or Agreement.

**SECTION 19.
ACCEPTANCE; GO-LIVE; SUBSCRIPTION START; CHANGE ORDERS.**

Change Orders. Any change in scope, schedule, or price requires a Town-approved written change order.

**SECTION 20.
INTEGRATIONS; THIRD-PARTY SYSTEMS; DATA MIGRATION; ALPR.**

(a) Integrations. Motorola is responsible for delivering in-scope integrations described in the SOW. Additional work (e.g., new APIs, licenses, upgrades) requires a Town-approved change order.

(b) Data Migration. Migration is complete only upon Town’s written sign-off. The Town has thirty (30) days to validate migrated datasets. Motorola is responsible for accurate mapping/ingestion and shall use secure transfer methods.

(c) ALPR/LEARN (if applicable). ALPR configuration and data-sharing must comply

with Town policy and applicable law. No external sharing (e.g., regional networks or LEARN) may be enabled without Town's prior written approval.

SECTION 21. SUBCONTRACTORS; INSTALLERS.

Motorola remains prime and fully responsible for all subcontractors/installers. Use of subcontractors requires the Town's prior written consent. Motorola shall flow down all obligations in this Rider (including CJIS, security, insurance, and indemnity) to all subcontractors.

SECTION 22. SHIPPING; RMAs; FIRMWARE & SECURITY PATCHES.

For covered devices, Motorola shall provide two-way shipping (pre-paid labels) for Motorola equipment. Turnaround commitments include transit time unless otherwise agreed. Motorola shall provide timely firmware and security patches, notify the Town of security-relevant updates, and reasonably assist in deployment.

SECTION 23. TEXAS LAW CERTIFICATIONS; ETHICS DISCLOSURE.

(a) Additional Verifications. To the extent required by Texas law, Motorola 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; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, and it will not boycott Israel during the term of the Agreement; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the 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.

- Comply with Clarification: Motorola has business operations in Sudan and Syria in the form of support for various United Nations missions. This support is only provided after approval from the US Government in the form of an export license from the US Department of Commerce. The UNSC list is one of the lists Motorola screens its customers/partners against.

(b) Ethics Disclosure. To the extent required by law, Motorola represents that it has completed a Texas Ethics Commission (the "TEC") Form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the

information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by Motorola and the Town has not verified such information.

EXECUTED to be effective as of the date last signed below.

MOTOROLA SOLUTIONS, INC. (“Motorola”)

By: 

Name: Brad Rice

Title: Area Sales Manager

Date: 11/7/2025

THE TOWN OF FLOWER MOUND, TEXAS (“Town” or “Customer”)

By: _____

James Childers, Town Manager

Date: _____

Approved by TC [date]

ATTEST:

By: _____

Traci Henderson, Town Secretary

Date: _____



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

DATE: November 17, 2025

FROM: David Stallings, ITS Manager

ITEM: Consider approval of the purchase of one 2025 Ford F550 Cab and Service Body per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford through Buyboard contract #724-23 for Public Works-Traffic Operations in the amount of \$96,491.65.

BACKGROUND: The Traffic Operations Division of Public Works Department is requesting the purchase of one (1) 2025 Ford F550 Cab and Service Body per Town of Flower Mound Specifications and Sam Pack's Five Star Ford Quote in the amount of \$96,491.65 through an existing interlocal agreement with Buyboard contract #724-23

This purchase is part of the VERF that was approved for Fiscal Year 2025-2026.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$96,491.65

Proposed Expenditure/(Revenue)
\$96,491.65

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote
2. Bid Award Recommendation
3. Fleet Req

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



Bid Award Recommendation

Date: 10/23/2025 – VERF FY 25-26

Description: **F550 Cab and Chassis w/ Custom Sign Body**

Qty.: 1

Replaces: 95100-04, a 2015 Ford F450 Cab and Chassis Custom Sign Truck – Traffic Svc.

Bidder: Sam Packs Five Star Ford, Kevin Moore 214-838-7018, kevinmoore@spford.com

Item: 1 – F550 Cab and Chassis with Custom Sign Body.

Total Cost of Vehicles, Equipment & Installation:

\$96,491.65

It is Fleet Services recommendation to award the bid to **Sam Packs Five Star Ford** in the amount of **\$96,491.65** utilizing the **BuyBoard Cooperative Contract 724-23**.

Fleet Services Manager

10/23/2025

Date

FLEET VEHICLE/EQUIPMENT REQUISITION

Date: 10/23/2025
 Suggested Vendor: Sam Packs Five Star Ford
 Contact (if known): Kevin Moore
 Address (if available): 1635 S. IH 35E
Carrollton TX, 75006
 Phone/Fax: 214-838-7018



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Traffic Svc.

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	NEW Unit Description (Make, Model, Size, Color, Add-On's)	Updated Quote	Amount
VERF	\$ 105,000	1	Pickup, F550 or equal Traffic Specs Utility Body Crew Cab, arrow bar, emergency strobe lighting	96,461.65	96,461.65
				TOTAL:	96,461.65

Name/Phone Ext.: David Stallings x6415
 Approved By: *David Stallings*
 Unit # to be replaced: 95100-04

APPROVALS:
 FLEET Bill Sterner

 Bid/Solicitation #: _____
 Co-op/Contract #: BuyBoard 724-23

Spec Name: _____
 Sign Truck _____

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



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

DATE: November 17, 2025
FROM: David Brockway, Construction Manager
ITEM: **Consider approval of a Professional Services Agreement with Westwood Professional Services, Inc., for the design phase services associated with the Amhearst Lane Reconstruction project, in the amount of \$209,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The project consists of the reconstruction of Amhearst Lane (originally constructed in 1985) from Lake Forest Boulevard to Bershire Drive, approximately 1,600 ft. The reconstruction includes concrete pavement, 4 ft sidewalks, and barrier-free ramps. The existing 8 in water main underneath the street will be reconstructed the entire length, and 550 ft of sanitary sewer at the east end of the street will be repaired or reconstructed, including a deformation in the sewer main underneath the street and numerous sags in connected home service lines. Street storm inlet capacities will be verified and increased as needed.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: Continuing deterioration of the 40 year old infrastructure will occur.

FISCAL IMPACT: \$209,000.00

Proposed Expenditure/(Revenue)

\$154,815.00

\$38,704.00

\$15,481.00

\$209,000.00

Account Number(s):

536-220-78058-6070

630-960-78058-6070

630-970-78058-6070

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. Amhearst Recon PSA + Attach A
2. Amhearst 1295

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
WESTWOOD PROFESSIONAL SERVICES, INC.**

This contract is entered into on this ____ day of _____, 20__, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Westwood Professional Services, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 2805 Dallas Parkway, Suite 150, Plano, TX 75093.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Amhearst Lane Reconstruction (Bershire Drive to Lake Forest Blvd) 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 Amhearst Lane Reconstruction (Bershire Drive to Lake Forest Blvd) project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Two Hundred Nine Thousand and No/100 Dollars (\$209,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment "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, 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, providing coverage to the extent liability exists in the absence of a contract or agreement.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

David Brockway, PE
Sr. Project Engineer
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028
972-874-6308

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);

If the policy will not provide the required notifications above, the insured shall satisfy the requirements of this paragraph.

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX. **Right to Inspect Records**

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

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

compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONSULTANT OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.

Notice Information

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

David Brockway, PE
Sr. Project Engineer
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028
972-874-6308

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:

Brian O'Neill, P.E., C.F.M.
2805 Dallas Parkway, Suite 150
Plano, TX 75093
Brian.Oneill@westwoodps.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:
WESTWOOD PROFESSIONAL
SERVICES., INC.**

THE TOWN OF FLOWER MOUND, TEXAS

By:  _____
Name: Chris Cha _____
Title: Engineer _____
Dated: 10/28/2025 _____

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

Date: October 27, 2025
Project No.: P0053145.01

David Brockway, PE
Sr. Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Re: Professional Civil Engineering, Land Surveying, and Landscape Architecture Services
AMHEARST LANE RECONSTRUCTION
Town of Flower Mound, Texas

Dear Mr. Brockway:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional civil engineering and land surveying services relating to the referenced project. It is our understanding the project consists of the reconstruction of Amhearst Lane from Lake Forest Boulevard to Bershire Drive including the reconstruction of 1,600 LF of water main.

Based on our preliminary discussions and the information received to date, our understanding of the project is described in the attached documents:

- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance;
- Exhibit D – Project Location Map;

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Jonathan Ireton, PE

EXHIBIT 'A' – SCOPE OF SERVICES

AMHEARST LANE RECONSTRUCTION

PROJECT DESCRIPTION:

The project consists of the reconstruction of Amhearst Lane from Lake Forest Boulevard to Bershire Drive, approximately 1,600 LF. The pavement reconstruction includes concrete pavement, 4-foot sidewalks, and barrier free ramps. The existing 8-inch water main is proposed to be reconstructed the entire length of the project and sagging sanitary sewer services are proposed to be replaced at the east end of the project. Existing storm drain is assumed to remain in place with inlet capacities verified and inlet leads replaced as needed. (PROJECT).

BASIC SERVICES:

- A. Project Management, Coordination & Permitting
1. Manage the Team:
 - Lead, manage and direct design team activities.
 - Ensure quality control is practiced in performance of the work.
 - Communicate internally among team members.
 - Allocate team resources.
 2. Communications and Reporting:
 - Attend a pre-design project kickoff meeting with Client staff to confirm and clarify scope, understand Client objectives, and ensure economical and functional designs that meet Client requirements.
 - Conduct review meetings with the Client at the end of each design phase.
 - Prepare and submit monthly invoices in the format acceptable to the Client.
 - Prepare and submit monthly progress reports.
 - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
 3. Constructability Review:
 - Prior to the 60 percent review meeting with the Client, Westwood shall schedule and attend a project site visit with the Client Project Manager and Construction personnel to walk the project. Westwood shall summarize the Client's comments from the field visit and submit this information to the Client in writing.
 4. Utility Clearance:
 - Westwood will consult with the Client, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Westwood will design Client facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

EXHIBIT A to Agreement between
the Town of Flower Mound, Texas
("Client") and Westwood Professional
Services, Inc., ("Westwood") for
Consulting Services

B. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Control Sheet
 - Roadway plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Paving Cross Sections Sheets
Scale 1" = 20' Horizontal; 1" = 4' Vertical
 - Drainage Area Map and Calculations
 - Storm Drain Plan & Profile (Limited to inlet leads)
 - Water (smaller than 12" diameter) plan sheets
Scale 1" = 20' Horizontal
 - Construction Phase Sheets
 - Traffic Control Plan
 - Erosion Control Plans
 - Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by Client's project manager.

2. Assemble Client's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.
4. Submit two (2) half-sized 11"x17" sets of preliminary 60% plans, one (1) set of preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the Client for review.

C. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the Client.
2. Submit two (2) half-sized 11"x17" sets of 90% plans, one (1) set of 90% construction contract documents and 90% opinion of probable construction costs for Client review.
3. Incorporate final Client review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including Client standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost.

EXHIBIT A to Agreement between
the Town of Flower Mound, Texas
("Client") and Westwood Professional
Services, Inc., ("Westwood") for
Consulting Services

6. Submit (1) sealed (100%) set of final plans and construction documents.

D. Bid Phase Services

Westwood will support the bid phase of the project as follows.

1. Bidder Assistance:

- Westwood will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
- Attend the prebid conference in support of the Client.

E. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

SPECIAL SERVICES:

F. Field Survey

1. Establish Survey Control:

- Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established Client horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from Client monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop:

- A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

EXHIBIT A to Agreement between
the Town of Flower Mound, Texas
("Client") and Westwood Professional
Services, Inc., ("Westwood") for
Consulting Services

3. Existing Streets, Driveways and Right-of-Way:
 - Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.
4. Existing Drainage Channels and Drainage Area Verification:
 - Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.
5. Existing Underground and/or Overhead Utilities:
 - Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.
6. Right-of-Way:
 - Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.
7. Existing Storm Sewers and Culverts:
 - The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.
8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.
 - The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

EXHIBIT A to Agreement between
the Town of Flower Mound, Texas
("Client") and Westwood Professional
Services, Inc., ("Westwood") for
Consulting Services

G. TDLR Review

1. Westwood will coordinate and provide plans to a Registered Accessibility Specialist (RAS). The plans will be reviewed in accordance with PROWAG. The RAS will follow up after construction is complete to provide an inspection and complete TDLR forms.

H. Project Completion

1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the Client via electronic delivery.

Services not included in this contract:

- *Storm drain design (Drainage area map, inlet capacity calculations, inlet lead replacements are included)*
- *Geotechnical investigation or groundwater monitoring*
- *Sanitary sewer design (Notation for sagging service replacement has been included)*
- *Construction administration, inspection or staking services*
- *As-built surveys of constructed improvements*
- *Public hearings or Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Environmental or floodplain studies/permitting*
- *Storm Water Pollution Prevention Plans (SWPPP)*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between
the Town of Flower Mound, Texas
("Client") and Westwood Professional
Services, Inc., ("Westwood") for
Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

AMHEARST LANE RECONSTRUCTION

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum fee of \$209,000.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A. Project Management, Coordination & Permitting	\$ 10,200.00
B. Preliminary Design (60% Submittal)	113,580.00
C. Final Design (90% & 100% Submittals)	50,420.00
D. Bid Phase Services	5,000.00
E. Direct Expenses (Not to Exceed)	2,000.00
F. Field Survey	22,000.00
G. TDLR Review	2,800.00
H. Project Completion	3,000.00

TOTAL

\$ 209,000.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood's cost.

END OF EXHIBIT 'B'

Project No.: P0053145.01

Client: Town of Flower Mound

Project Title: Amhears Lane Reconstruction

FEE BUDGET ESTIMATE
BASIC DESIGN & CONSTRUCTION SERVICES

October 27, 2025

DESCRIPTION OF WORK TASK	BASIS OF EFFORT ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION								TOTAL HR'S PER TASK	TOTAL FEE PER TASK
	QNTY	UNIT	PRINCIPAL \$305.00	PROJECT MANAGER \$235.00	PROJECT ENGINEER \$205.00	SENIOR TECHNICIAN \$185.00	GRADUATE ENGINEER \$155.00	CADD DRAFTER \$90.00	QA/QC REVIEW \$250.00	ADMIN ASST \$100.00		
PROJECT MANAGEMENT	10	MTH	1.0	11.0							12.0	\$ 2,890.00
PROJECT START-UP AND COORDINATION												
PRELIMINARY CONFERENCE WITH CLIENT	1	N/A	2.0	2.0							4.0	\$ 1,080.00
MANAGE THE TEAM	1	N/A	1.0	10.0							11.0	\$ 2,655.00
COLLECT & REVIEW EXISTING DATA	1	N/A		1.0	12.0						13.0	\$ 2,695.00
SITE VISIT	1	EACH		2.0	2.0						4.0	\$ 880.00
											SUB-TOTAL =	\$ 10,200.00
PRELIMINARY DESIGN (60% SUBMITTAL)												
COVER SHEET / INDEX	1	SHEET		0.5			1.0	1.0			2.5	\$ 362.50
PROJECT LAYOUT / LEGEND / CONTROL / QTY SHEET	1	SHEET		0.5	2.0	4.0	8.0	20.0	0.5		35.0	\$ 4,432.50
GENERAL NOTES SHEET	1	SHEET		0.5	1.0			4.0			5.5	\$ 682.50
DETAIL SHEETS	6	SHEET		0.5	2.0		12.0	30.0			44.5	\$ 5,087.50
DEMOLITION SHEETS	2	SHEET		0.5	4.0	14.0	20.0	20.0	0.5		59.0	\$ 8,552.50
PAVING PLAN & PROFILE SHEETS	10	SHEET		2.0	20.0	60.0	60.0	100.0	2.0		244.0	\$ 34,470.00
CROSS SECTION SHEETS	6	SHEET		1.0	5.0	20.0	50.0	30.0	0.5		106.5	\$ 15,535.00
DRAINAGE AREA MAP / CALCULATION SHEET	2	SHEET		2.0	5.0	30.0	40.0	30.0	1.0		108.0	\$ 16,195.00
WATER PLAN SHEETS	2	SHEET		1.0	4.0	16.0	20.0	40.0	0.5		81.5	\$ 10,840.00
EROSION CONTROL PLAN SHEETS	1	SHEET		0.5	2.0	6.0	10.0	20.0			38.5	\$ 4,987.50
CONSTRUCTION PHASING / TCP SHEETS	10	SHEET		0.5	2.0	5.0	20.0	40.0	0.5		68.0	\$ 8,277.50
QUANTITY TAKE-OFF AND OPINION OF COST	N/A	N/A		0.5	5.0		6.0		0.5		12.0	\$ 2,197.50
SPECIFICATION	1	BOOK		1.0	4.0				0.5		5.5	\$ 1,180.00
SITE VISITS / CLIENT CONFERENCE/REVIEW MEETING	1	EACH		2.0			2.0				4.0	\$ 780.00
											SUB-TOTAL =	\$ 113,580.00
FINAL DESIGN (95% & 100% SUBMITTALS)												
COVER SHEET / INDEX	1	SHEET		0.5			0.5	1.0			2.0	\$ 285.00
PROJECT LAYOUT / LEGEND / CONTROL / QTY SHEET	1	SHEET		0.5	1.0	2.0	4.0	10.0	0.5		18.0	\$ 2,337.50
GENERAL NOTES SHEET	1	SHEET		0.5	1.0			4.0			5.5	\$ 682.50
DETAIL SHEETS	6	SHEET		0.5	1.0		1.0	8.0			10.5	\$ 1,197.50
DEMOLITION SHEETS	2	SHEET		0.5	2.0	12.0	10.0	20.0	0.5		45.0	\$ 6,222.50
PAVING PLAN & PROFILE SHEETS	10	SHEET		1.5	10.0	18.0	20.0	30.0	1.0		80.5	\$ 11,782.50
CROSS SECTION SHEETS	6	SHEET		1.0	2.0	10.0	24.0	15.0	0.5		52.5	\$ 7,690.00
DRAINAGE AREA MAP / CALCULATION SHEET	2	SHEET		1.0	2.0	10.0	20.0	5.0	1.0		39.0	\$ 6,295.00
WATER PLAN SHEETS	2	SHEET		1.0	2.0	8.0	10.0	12.0	0.5		33.5	\$ 4,880.00
EROSION CONTROL PLAN SHEETS	1	SHEET		0.5	1.0	2.0	4.0	9.0			16.5	\$ 2,122.50
CONSTRUCTION PHASING / TCP SHEETS	10	SHEET		1.0	1.0		5.0	10.0	0.5		17.5	\$ 2,240.00
QUANTITY TAKE-OFF AND OPINION OF COST	N/A	N/A	0.5	1.0	4.0		8.0		0.5		14.0	\$ 2,572.50
SPECIFICATIONS	1	BOOK	0.5	1.0	4.0				0.5		6.0	\$ 1,332.50
SITE VISITS / CLIENT CONFERENCE/REVIEW MEETING	1	N/A		2.0			2.0				4.0	\$ 780.00
											SUB-TOTAL =	\$ 50,420.00
BID PHASE SERVICES												
BIDDING ASSISTANCE AND ADDENDA	1	N/A		2.0	9.0		12.0	6.0		0.5	29.5	\$ 4,765.00
PRE-BID MEETING	1	EACH		1.0							1.0	\$ 235.00
											SUB-TOTAL =	\$ 5,000.00

Project No.: P0053145.01
 Client: Town of Flower Mound
 Project Title: Amhearth Lane Reconstruction

FEE BUDGET ESTIMATE
BASIC DESIGN & CONSTRUCTION SERVICES

October 27, 2025

DESCRIPTION OF WORK TASK	BASIS OF EFFORT ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION								TOTAL HR'S PER TASK	TOTAL FEE PER TASK
	QNTY	UNIT	PRINCIPAL \$305.00	PROJECT MANAGER \$235.00	PROJECT ENGINEER \$205.00	SENIOR TECHNICIAN \$185.00	GRADUATE ENGINEER \$155.00	CADD DRAFTER \$90.00	QA/QC REVIEW \$250.00	ADMIN ASST \$100.00		
PROJECT COMPLETION												
RECORD DRAWINGS	36	SHEET		2.0	4.0			19.0			25.0	\$ 3,000.00
											SUB-TOTAL =	\$ 3,000.00
HOURS SUB-TOTALS			5.0	56.5	114.0	217.0	369.5	484.0	12.0	0.5	1,258.5	\$ 182,200.00
TOTAL LABOR COSTS			1,525.00	13,277.50	23,370.00	40,145.00	57,272.50	43,560.00	3,000.00	50.00	\$ 182,200.00	
% OF TOTAL HOURS			0.4%	4.5%	9.1%	17.2%	29.4%	38.5%	1.0%	0.0%	100.0%	

PRINTING & REPRODUCTION EXPENSES					QUANTITY	UNIT PRICE	AMOUNT	ENGINEERING	
PRINTING - 11 X 17 PLANS (REVIEW SETS)	6	SETS	42	PLOTS/SET	252	1.00	252.00	LABOR COSTS: DIRECT EXPENSES TOTAL ENGINEERING (Basic Services)	\$ 182,200.00 <u>2,000.00</u> \$ 184,200.00
PLOTTING - 22 X 34 PAPER PLOTS	0	SETS	42	PLOTS/SET	0	3.00	-		
PRINTING - 22 X 34 PLANS (BID SETS)	0	SETS	42	PLOTS/SET	0	3.00	-		
PRINTING - 11 X 17 PLANS (BID SETS)	1	SETS	42	PLOTS/SET	42	1.00	42.00	OTHER DIRECT COSTS - (Special Services) FIELD SURVEY TDLR Review TOTAL ENGINEERING (Special Services) TOTAL DESIGN FEE	\$ 22,000.00 \$ 2,800.00 \$ 24,800.00 \$ 209,000.00
PRINTING - 22 X 34 PLANS (AS-BUILT SETS)	0	SETS	42	PLOTS/SET	0	3.00	-		
PRINTING - 11 X 17 PLANS (AS-BUILT SETS)	0	SETS	42	PLOTS/SET	0	1.00	-		
PDF PREPARATION	4	SETS	42	PLOTS/SET	4	13.75	55.00		
SPECIFICATIONS - 8.5 X 11 PAPER COPIES	6	SETS	100	COPIES/SET	600	0.45	270.00		
SPECIFICATIONS - 8.5 X 11 PAPER COPIES (BID SETS)	1	SETS	100	COPIES/SET	100	0.45	45.00		
TOTAL PRINTING & REPRODUCTION EXPENSES							\$ 664.00		
DIRECT EXPENSES									
PLOTTING - 11 X 17 PAPER PLOTS	7	SETS	42	PLOTS/SET	294	1.00	294.00		
REPRODUCTION - 8.5 X 11 PAPER COPIES	300	COPIES			300	0.45	135.00		
CIVCAST BIDDING FEE	0	EA			0	110.00	-		
CIVCAST ONLINE BIDDING FEE	0	EA			0	110.00	-		
DELIVERY SERVICE	5	PKGS			5	75.00	375.00		
AUTO EXPENSE	8	TRIPS	95	MI /TRIP	760	0.70	532.00		
TOTAL PER PHASE DIRECT EXPENSES							\$ 1,336.00		

EXHIBIT C to Agreement between
the Town of Flower Mound, Texas
("Client") and Westwood Professional
Services, Inc., ("Westwood") for
Consulting Services

EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'

PROJECT LOCATION MAP

Westwood

Westwood Professional Services, Inc.

4060 BRYANT IRVIN ROAD

FORT WORTH, TX 76109

T:817.412.7155

AMHEARST LANE RECONSTRUCTION

October 13, 2025



KEY TO FEATURES

 PROJECT LOCATION

DATUM

NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE



0 125 250



SCALE IN FEET



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

DATE: November 17, 2025

FROM: David Brockway, Construction Manager

ITEM: **Consider approval of a Professional Services Agreement with Brown Reynold Watford Architects (BRW), Inc. for a feasibility study for renovation of the existing Police and Courts facility for other use and construction of a new Police Station and holding facility in another location, in the amount of \$189,250.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The goal of the study is to assist in the design and construction of a state-of-the-art Police Station to replace the Town's existing Police Station and to evaluate potential renovation opportunities for Courts to remain in the current facility and be joined by other potential uses within the Town. As part of the planning and design process this study's evaluation will be used to determine the features and functions to be included in the Police Station, including design and construction budgets. The evaluation will consist of the following:

- Study the routine operations as required to achieve a thorough understanding of the operations of the department.
- Identify and determine, for each operational element, a set of specific space needs for both current and long-term projected (20 years) operations.
- Determine the interaction/adjacency priorities of the operational elements.
- Determine site needs, including identifying and analyzing the parking requirements of the projected facility.
- Provide comprehensive development budgets to include estimated costs for design fees, construction, equipment, security, and furnishings for the new police building.

Funding for this study will be included in an upcoming budget amendment that will be provided to Town Council in December 2025.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: Police and Courts remain in the current facility.

FISCAL IMPACT: \$189,250.00

Proposed Expenditure/(Revenue)

\$189,250.00

Account Number(s):

318-560-43500-6070

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. Police study PSA + scope fee
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
Brown Reynold Watford Architects (BRW), INC.**

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **BRW, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 3535 Travis Street, Suite 250, Dallas, TX 75204.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to a Police Department Facilities Study, specifically the feasibility of renovating the existing Police Station for other uses and constructing a new Police Station on a new site; and

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Eighty-Nine Thousand Two Hundred Fifty and No/100 Dollars (\$189,250.00). 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:

David Brockway, PE
Sr. Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

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

compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONSULTANT OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX. **Notice Information**

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

David Brockway, PE
Sr. Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 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:

Stephen Hilt, AIA
Principal
BRW Architects
3535 Travis Street
Suite 250
Dallas, TX 75204
214-528-8704
shilt@brwarch.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:
BRW ARCHITECTS, INC.

THE TOWN OF FLOWER MOUND, TEXAS

By: Stephen J. Hilt

By: _____

Name: Stephen J. Hilt, AIA

Name: _____

Title: Principal

Title: _____

Dated: 10/28/2025

Dated: _____

October 16, 2025

David Brockway, PE
Construction Manager, CIP Engineering
2121 Cross Timbers Road
Flower Mound, TX 75028

PROFESSIONAL SERVICES PROPOSAL FOR THE TOWN OF FLOWER MOUND POLICE DEPARTMENT FACILITIES STUDY

Brown Reynolds Watford Architects is pleased to submit this professional services proposal for the Town of Flower Mound Police Facilities Study. The project scope, along with our proposed team, scope of services, project schedule, and compensation are described below.

PROJECT SCOPE

We understand the Police Department Facilities Study should include Police Station, 911 Dispatch, Backup Data Server for the Town, and Police Indoor Handgun Firing Range facilities to be located on a single, currently undeveloped site. The scope of the study includes the existing Police and Courts building, with the Court to remain on the site with limited renovation / expansion for Courts, and will consider renovation required for the building to serve other needs of the Town. Potential uses of the existing area that will be vacated by the police department includes, but is not limited to, an office annex for Town Hall departmental staff (which departments to be determined), and a training center which may include the proposed gun range on the existing site rather than on the new police station site. The police station will include temporary holding facilities, but will not include a jail. A future fire station is also anticipated for the site but is not part of this study other than indicating the future fire station on the concept site plan on an appropriately sized area of the site reserved for that purpose.

The primary goals of the Study include:

- Space Programming and Site Development scoping for new construction Police facilities
- Space Programming and general renovation scope for reuse of the existing facilities.
- A Concept Site Plan, to validate that the program fits on the site as well as to inform site development costs
- Cost Estimating and Project Budget Recommendations to inform future funding mechanisms
- Concept Floor Plan in the form of adjacency diagrams of major program elements, to validate that the shape of buildings indicated in the Concept Site Plan are feasible to meet operational requirements of the Police Department.
- Areas adjacency plan, to illustrate areas of the existing police building that might be proposed for other uses, to validate adequate space and adjacencies for the space program, and to inform cost estimating.
- Forecast conservative order of magnitude budgetary requirements for each facility or facility option for incorporation into the capital improvement plan and a future bond

election. This includes a preliminary order of magnitude cost range provided by or before March 20, and a more detailed estimate at the conclusion of the study, delivered approximately by the end of June 2026.

- Prioritize future facility construction and establish an implementation timeline

Architectural Basic Services

As required to achieve the study's goals, BRW will provide the following services:

Kick-off Meeting and Visioning Workshop

Information Gathering Activities to include some or all of the following as necessary for complete programming and as allowable within the project schedule deadlines:

- Tour existing Flower Mound facilities with the Town's stakeholder group, to generally familiarize with the existing facilities' conditions. This will be used to inform programming as well as to document deficiencies that are adverse for future operations or future expansion on the existing site, and suitability of the existing building for the proposed reuse program.
- Questionnaires or Division-Level programming meetings as required to gather information from and Town staff outside of the core stakeholder group.
- Questionnaire or meeting with Town AHJ staff to confirm major questions for code interpretation affecting construction cost estimating.
- Incorporate staff and fleet growth projections provided by the Police Department and Town into the updated space and site use programs, to ensure the space programs accommodate anticipated growth. This will include a parking needs analysis for the new Police site to allow for adequate site area to be allocated in the Concept Site Plan for surface parking.
- BRW will assist to outline items contributing to the need for this project based upon existing conditions at the existing Police and Court facilities, and will participate in a bond information strategy meeting to download information and findings from the study that may be helpful to Town staff in their preparation of bond program public information.

Conceptual Design to include the following:

- Design Charettes: To include meetings with the Town's core stakeholder group to review and approval concept designs and imaging deliverables.
- Concept Site Plan to illustrate one possible way to arrange the site and building program on the designated site. It is understood that this plan is not necessarily the final design that will be used, but is intended to validate that the program will fit on the site, and to inform major assumptions for construction cost estimating. The Concept Site Plan will illustrate a functional arrangement of program elements but due to time constraints the concept site plan will not include additional iterations that may be necessary to identify an ideal arrangement of program elements.
- Concept Floor Adjacency Diagram: The architect will indicate an arrangement of major interior program elements such as by division or suites of related program elements, in a shape similar to that depicted on the Concept Site Plan. This is to validate that a functional arrangement that meets the Police Department's operational requirements is feasible in coordination with the Concept Site Plan

Council Presentation: BRW will provide powerpoint presentation slides and other supporting information as directed and participate in a Town Council meeting or executive session update, as directed by Town staff.

Design & Imaging Deliverables:

- Colored Concept Site Plan: Showing sizes of buildings but not architectural character, since it is desired not to indicate a style for bond election information purposes. This will include the existing facilities site if the proposed reuse plan includes partial building demolition or new site construction.
- Color-Coded Adjacency Diagram Floor Plan(s) for the proposed building(s), including both new construction and for the reuse of the existing facilities.
- Colored 3-D perspective static image and fly-around animation of the Concept Site Plan, showing scale of facilities relative to other existing construction, but not architectural character.
- Study Report: In the electronic .pdf format and two bound paper copies, including executive summary, tabulated data, programming and pricing package information, project images developed for the study, construction cost estimate, and budget recommendations. Additional bound paper copies as may be requested by the Town will be provided as a reimbursable expense.

Civil Engineering Services: BRW's Civil Engineering consultant will provide the following services to inform site feasibility review and cost estimating:

- Due-Diligence Site Review: Including review of existing available site documentation, as-builts, existing adjacent water utilities.
- Detention Pond Analysis: Analysis and coordination with site staff to project the order of magnitude size required for the storm retention pond.
- Order of magnitude site earthwork cut and fill, and approximation of onsite water utilities sizes and lengths, to inform cost estimating.
- Construction cost narrative for Civil Engineering construction scope.

Cost Estimating and Budget Recommendations:

- BRW will develop project scope narratives to identify likely construction type, building size(s), included systems and construction scope, major elements of site development, level of quality, and other identified major cost factors. This information will be provided to the cost estimator to inform construction cost estimating.
- Construction Opinion of Probable Construction Cost will include a formula for projecting future construction cost escalation over time, which should be re-evaluated by the Town based upon actual experienced cost escalation, marketplace risk, and similar factors prior to setting final project budgets if the originally anticipated timeline is not followed.
- Assist Town staff in identifying soft costs and extrapolating construction costs to projected order of magnitude total project budgets for soft costs.
- Budget Recommendations: Hard and Soft cost budget recommendations will include appropriate allowances and contingencies as confirmed with Town staff. The intent is to build a budget with contingencies anticipated to avoid or minimize the possibility of cost overrun of the base budget recommendations plus recommended contingencies and allowances.
- Phasing: The budget recommendations may include bid alternates or potentially could also include phasing of a few major construction elements as feasible for police and court operations and budget constraints. Examples might include such things as courts staying at the existing location in the initial phase of construction or phasing a firing range to a future phase of construction.

OPTIONAL SERVICES

The following requested services are optional to be part of the scope of this study and will be provided only if specifically authorized by the Town:

- **Geotechnical Investigation:** Including up to 8 deep borings for building foundations plus 3 additional borings for site paving, and geotechnical report to include recommendations based upon the concept site plan for building foundations and site paving. Recommendations for foundation design will include options for slab on grade and for a structured slab on void forms. The report will be used to inform cost estimating and is anticipated to be applicable for the project design, but may require some additional borings and an addendum to the report based upon the initial findings and the actual project design. If provided, an electronic copy of the report will be provided to the Owner. If this optional service is not authorized at this time, then cost estimating will use an existing nearby geotechnical report from another project if one is available and provided by the Owner, or otherwise will make assumptions typical of the geologic formation.
- **Topographic Survey**
- **Franchise Utilities Coordination:** Contact local utilities to confirm their anticipated requirements as required to inform budgeting for costs to bring franchise utilities from existing infrastructure at rights of way to serve the new facilities.
- **Low Voltage Scope Definition, including:**
 - Up to 2 Meetings including Town I.T. Department staff and BRW's low voltage design consultant, to discuss responsibility for, scope and quality of low voltage systems for security, I.T., data center, access control, audio-visual, communications including 911 dispatch, and other specialized systems. This will include developing a responsibilities matrix for these systems as required to include appropriate scope items in hard and soft cost budget recommendations.
 - Low Voltage designer participation in the existing site tour.
 - Construction cost narrative for low voltage systems.
 - **Benchmark Review of Budget Recommendations:** Work with Town Staff and BRW's Cost Estimator to build appropriate budgets and allowances, or to validate that budget recommendations appear to be in line with similar past projects, whether this is indicated as budgets per system or as a general budget for these systems.

PROJECT TEAM

- | | |
|---|--------------------|
| • Brown Reynolds Watford (BRW) Architects, Inc. | Architecture |
| – Stephen Hilt, AIA | Principal |
| – James Hamilton | Project Manager |
| • Terracon | Geotechnical |
| – Saad Hineidi, P.E. | Senior Engineer |
| • Urban Strategy | Civil Engineer |
| – John Blacker, P.E. | Principal |
| • Howell Design Group | Low Voltage Design |
| – Charlie Howell, CSC | President |

- Project Advocates
– Phil Miller

Cost Estimating
Principal

OWNER PROVIDED SERVICES

The Town shall furnish the Architect with the following existing documents as are available:

- Staff and population growth projections, and related Org Chart(s)
- Existing fleet by vehicle type, and projections for fleet expansion
- Distribute and collect questionnaires from Town staff and departments / divisions (unless they are distributed electronically by BRW through electronic survey, or unless such information is communicated through meetings)
- Property plats and surveys
- Property zoning map
- Public utilities map, including sizes of existing service lines
- Copy of shared access agreement for the site to access Long Prairie Road, if available
- Building site and floor plans, as available for existing facilities
- Hazardous Materials Remediation scope definition to include in cost estimating (if any), such as may be related to the prior natural gas well(s) onsite
- If desired to be used for cost estimating foundation and pavement assumptions, the Town will provide example geotechnical reports from sites in the general area of town as the prospective projects. Otherwise, cost estimating will make general assumptions based upon the prevalent conditions of the geologic formation.
- Make key staff and decision-makers available as required to meet the project milestone dates and deadlines.

EXCLUDED SERVICES

The services shown below are not anticipated at this time, however, they could be provided as an Additional Service:

- Architectural Design, design services not listed or implied above, or incorporated as accepted Additional or Optional Services
- Exterior building design, façade studies, or renderings other than those of the type(s) describe above
- Existing Conditions Assessment: Any engineering or other assessment of the existing facilities, other than as may be noted by Town staff or observed by BRW at the tour of the facility for the purpose of indicating existing facilities deficiencies that contribute to the need for this project.
- MEP Engineering analysis and pricing narratives (Note: BRW will provide generic requirements such as assumptions for types of major systems, as part of BRW's narrative)
- Demographic / population / future growth projections (other than review and incorporation of data and information as provided by the Town)
- Building floor plans indicating individual rooms (Note: see above description of an adjacency diagram type floor plan that is included).
- GIS Police Calls Heat Mapping: GIS-based response time map indicating color coded "heat mapping" for locations of dispatch calls, based upon data provided by the Town.
- Real estate services, ALTA surveys, or land acquisition services

- Existing Trees Survey or Tagging, or other surveys other than the topographic survey indicated above
- Environmental or hazardous materials assessments
- Additional in-person meetings beyond those indicated in the project schedule. *(Additional web-based meetings as reasonably necessary to complete the scope of the study are included).*

PROJECT SCHEDULE

BRW will provide preliminary order of magnitude budget recommendations by or before Feb 27, 2026, A complete study draft and other services as deemed necessary for the Town's public outreach effort will be completed before July 2026. The February deliverable will include initial space programs and data to support the preliminary budget recommendations.

We anticipate the following meetings and approximate time periods:

- | | |
|---|-----------------------------------|
| • Initial meetings and tours preparation | Prior to NTP |
| • Council Approval & Notice to Proceed | Nov. 17, 2025 |
| • Kick-Off & Visioning Meeting | Between Nov. 19-26 |
| • Existing Facilities Tour | Week of Dec. 1 |
| • Programming Meeting - Police | Week of Dec. 8 |
| • Division / Departmental Meeting(s) or Questionnaires | Week of Dec. 15 |
| • Programming Meeting - Existing Facilities Renovation | Late December |
| • Design Charette Meeting #1 – Police | Week of Jan. 5, 2026 |
| • Design Charette Meeting #1 – Existing Facilities Renovation | Week of Jan. 12 |
| • I.T. Dept. Meeting #1 | Week of Jan. 19 |
| • Develop Initial Cost Narratives for Order of Magnitude Pricing | Jan. 26-30 |
| • Cost Scoping Review Web Meeting (New and Existing buildings) | Week of Feb. 2 |
| • Cost Estimating Package to Estimator | by Feb. 6 |
| • Estimate Draft due to BRW | Feb. 23 |
| • Estimate Scrub & Budget Recommendations Draft | Feb. 27 |
| • Web Meeting to Review Cost Estimating & Budget Comments & Revisions | Wk of Mar. 2 |
| • Deadline: Preliminary Budget Recommendations | by or before Mar. 20, 2026 |
| • Design Charette #2 – Police | Week of Mar. 9 |
| • Design Charette #2 – Existing Facilities Renovation | Week of Mar. 16 |
| • Bond Information Strategy Web Meeting | Date TBD |
| • I.T. Dept. Meeting #2 | Week of Mar. 23 |
| • Final Project Scope Meeting for Final Estimate | Week of Mar. 30 |
| • Pricing Package to Estimator for Final Estimate | by Apr. 10 |
| • Estimate to BRW | by Apr. 24 |
| • Estimate Scrub and Final Budget Recommendations to Town | by Apr. 30 |
| • Draft Report Due to Town | by Apr. 30 |
| • City Comments on Draft Report to BRW (Web Meeting if required) | by May 07 |
| • Pick up Comments and Delivery Final Report | by May 15 |
| • Council Meeting: | Date TBD |
| • Extra weeks in case of delays in the schedule above | 6 weeks |
| • Deadline for complete Study | End of June 2026 |

COMPENSATION

Based upon the scope of services described above, Brown Reynolds Watford Architects proposes lump sum fees as shown below, plus reimbursable expenses.

Based upon the scope of services described above, Brown Reynolds Watford Architects proposes lump sum fees as shown below, plus reimbursable expenses.

Basic Services Fee	\$108,400
Construction Cost Estimating Services	\$21,500
Subtotal – Basic Services for Study	\$129,900
 Optional Services	
• Low Voltage Systems Scope Definition	\$16,500
• Geotechnical Investigation	\$32,250
• Topographic Survey	\$9,400
• Franchise Utilities Coordination	\$1,200
Subtotal – Optional Services (if all are included)	\$59,350
 Reimbursable Expenses Allowance	 \$2,000
Total Fee and Reimbursable Expenses Allowance	\$189,250

Reimbursable expenses are in addition to the fee and will be invoiced at the same cost billed the Architect. Expenses include, but are not limited to, out-of-house document reproduction, allowable travel (mileage) expenses, and courier/overnight deliveries. Fees shall be invoiced monthly based on the percent complete, along with allowable reimbursable expenses.

Modifications to the project scope resulting in Additional Services beyond this proposal shall be authorized in writing by the Owner and additional services by Architect's consultants shall be computed at 1.10 times the consultant fees billed the Architect unless otherwise negotiated as lump sum. Additional Services performed by BRW Architects shall be compensated at the hourly rates listed below or for a negotiated lump sum fee.

We hope this proposal meets your expectations. Please contact us with any questions or comments. If acceptable, please prepare a professional services contract or sign this proposal as indicated below. We look forward to our work with the Town of Flower Mound.

BROWN REYNOLDS WATFORD ARCHITECTS, INC.



STEPHEN HILT, AIA
PRINCIPAL

APPROVED: TOWN OF FLOWER MOUND, TX

Signature

Date

Printed Name

Title



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

DATE: November 17, 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 Little Bluestem Park and the 3.5 acre tract located within the Whyburn residential development as Whyburn Farms Park.**

BACKGROUND: Per Town Ordinance Sec. 54-1, the Parks Board holds the responsibility for naming or renaming Town parks and making formal recommendations to the Town Council. At the October 20, 2025, regular Town Council meeting, Town staff and a representative from the Parks Board Naming Committee presented proposed names for two upcoming park dedications: Oakbridge Park and Whyburn Park.

Following discussion, the Town Council requested that the Parks Board reconsider these names, expressing a preference for options that reflect natural elements, geographic context, or ecological features.

Park Details:

- 2.5-acre tract located within the Oakbridge Crossing residential development. Dedication to the Town is anticipated in November or December 2025.
- 3.5-acre tract located within the Whyburn residential development, expected to be dedicated in early 2026.

The Naming Committee reconvened on October 27, 2025, at the Town's Operations & Maintenance building. Prior to the meeting, members reviewed the October 20 Town Council meeting recording to better understand the Council's feedback and direction.

During the session, the Committee explored a range of naming options, considering local streets, geographic locations, and ecological characteristics of each site. After thorough discussion and brainstorming, the Committee recommended the following names to the Parks Board:

- For the Oakbridge Crossing tract: Little Bluestem Park
- For the Whyburn tract: Whyburn Farms Park

These recommendations reflect the historical and ecological attributes of the respective sites and align with the Town Council's guidance.

At their November 6, 2025, regular meeting, the Parks Board recommended approval to the Town Council.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 5 to 0 at its November 6, 2025, regular meeting. [Video Link](#)

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

FISCAL IMPACT: N/A

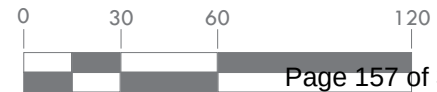
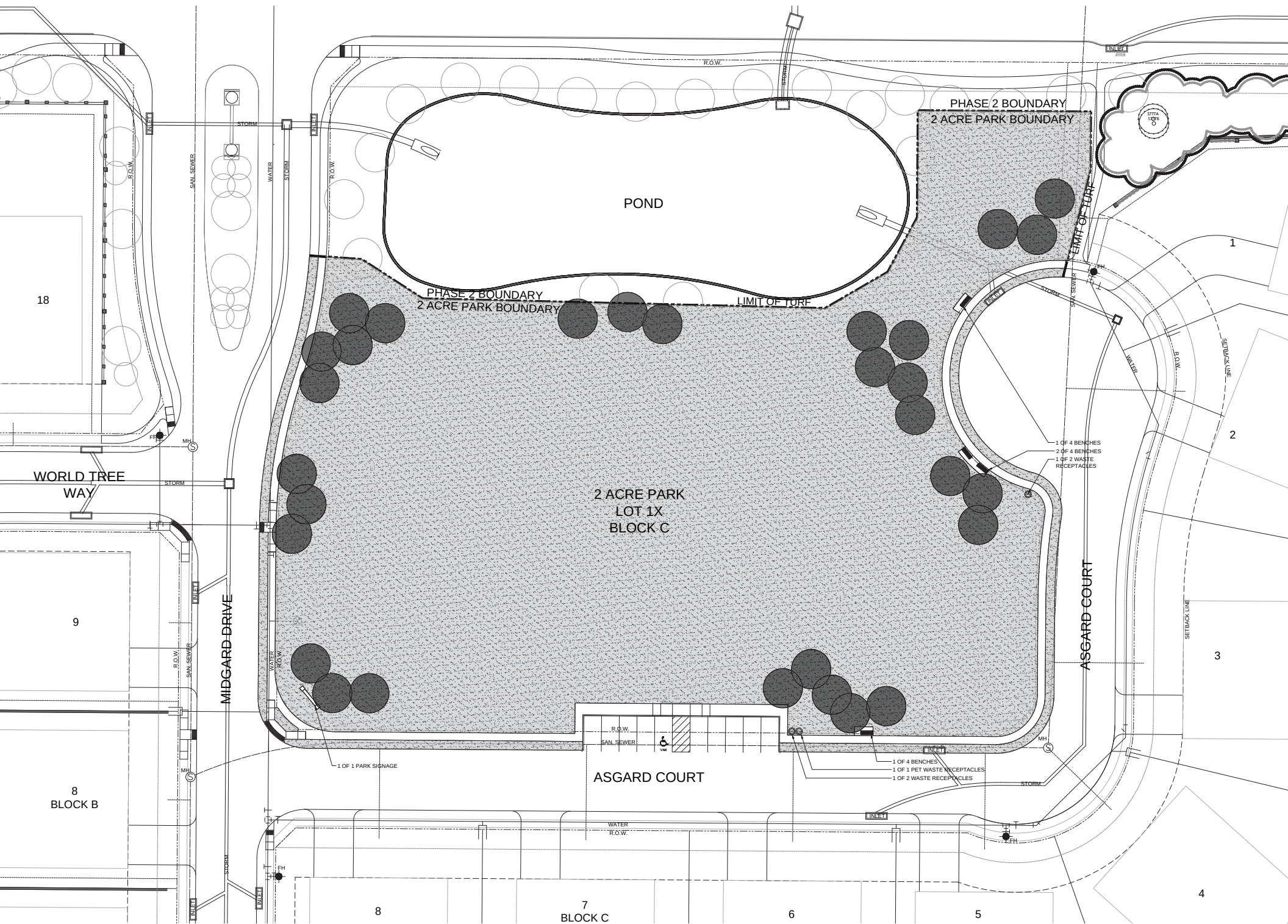
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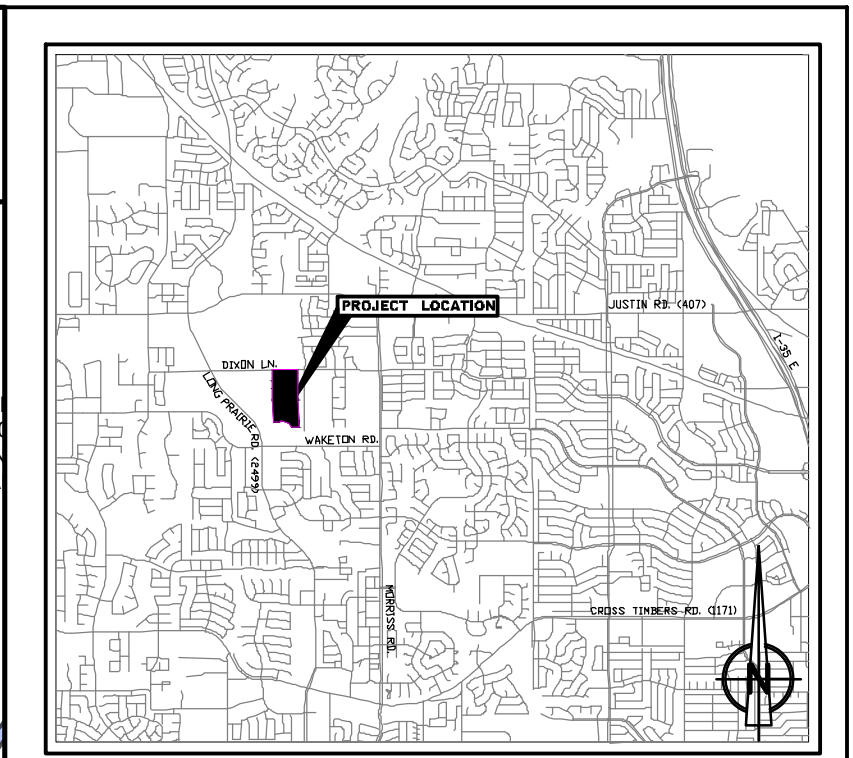
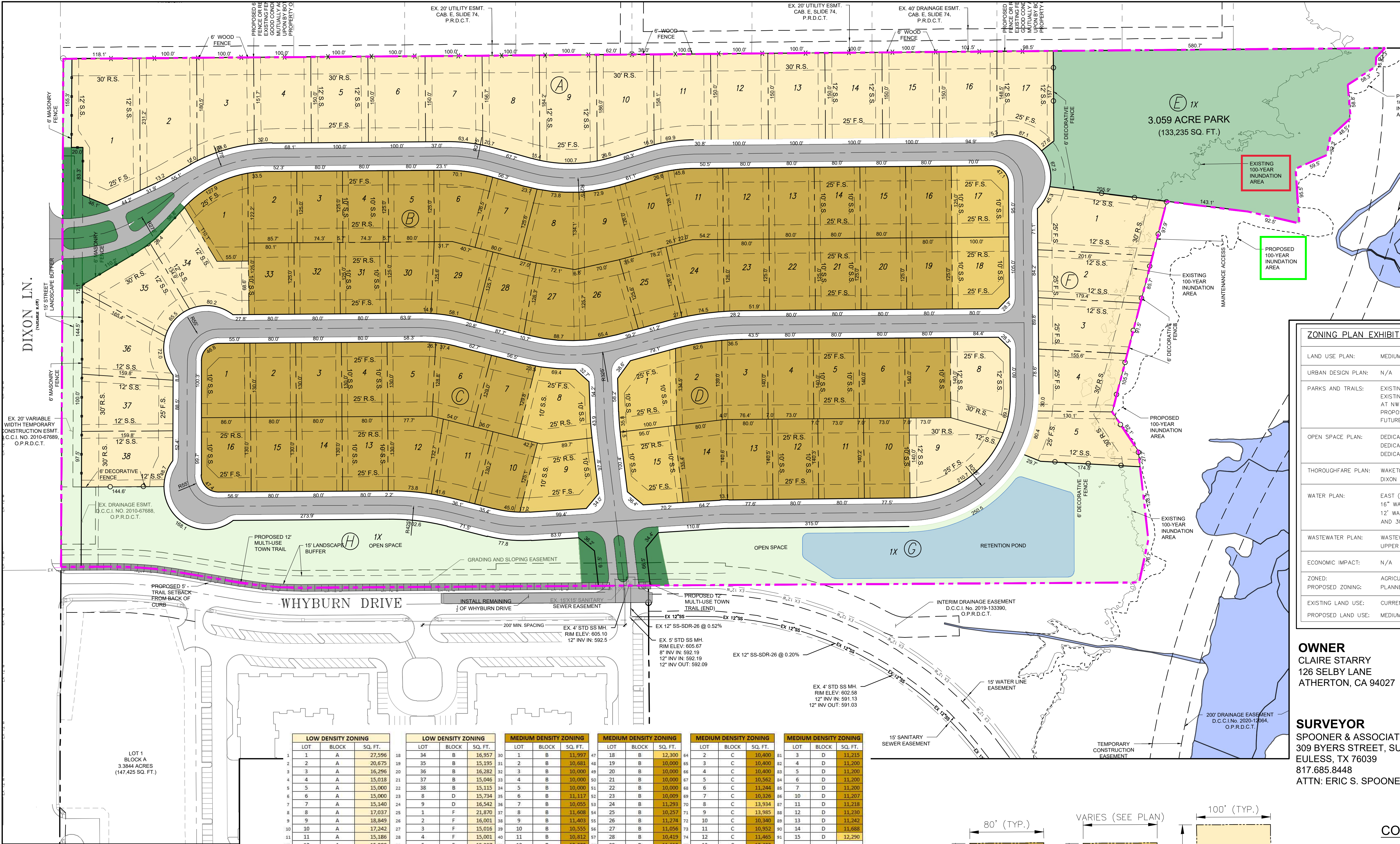
LEGAL REVIEW: N/A

ATTACHMENTS:

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

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





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	

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

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

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	

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

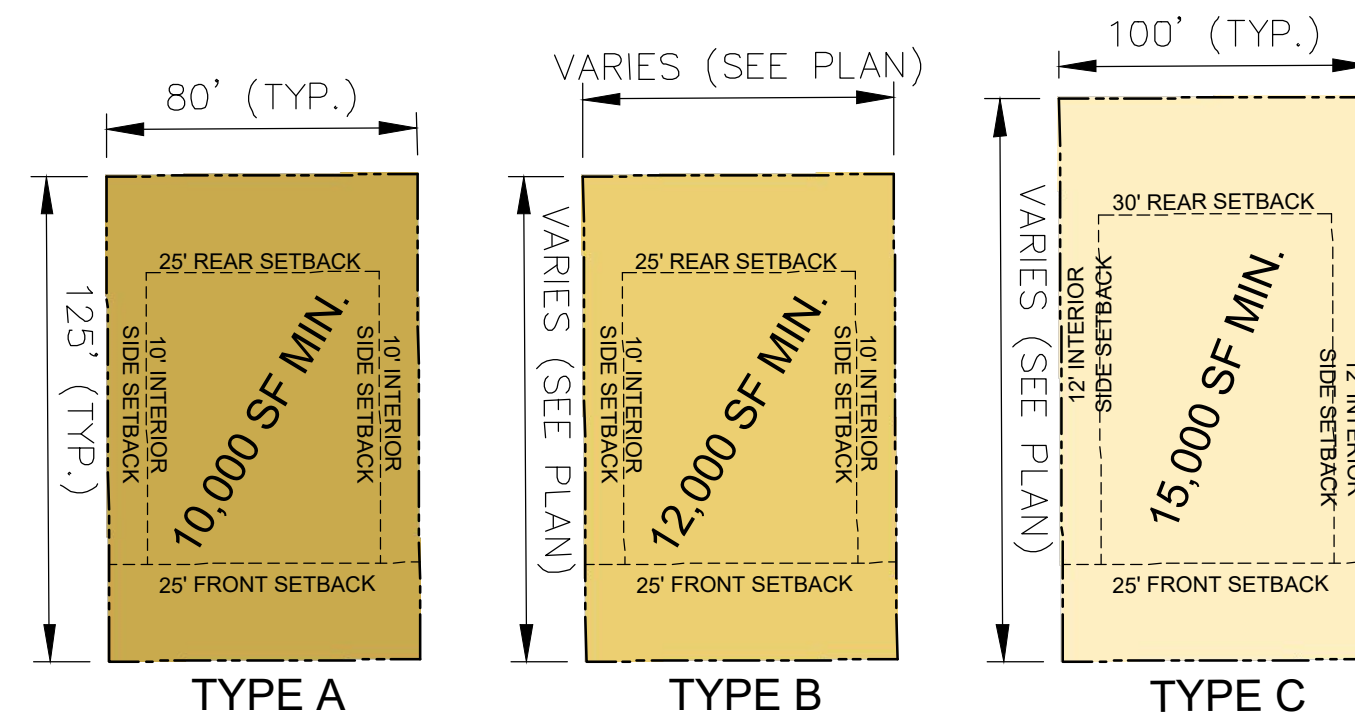
MEDIUM DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
1	B	11,997	
2	B	10,681	
3	B	10,000	
4	B	10,000	
5	B	10,000	
6	B	11,117	
7	B	10,055	
8	B	11,608	
9	B	11,403	
10	B	10,555	
11	B	10,812	
12	B	10,000	
13	B	10,000	
14	B	10,000	
15	B	10,000	
16	B	10,000	
17	B	12,307	

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

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	



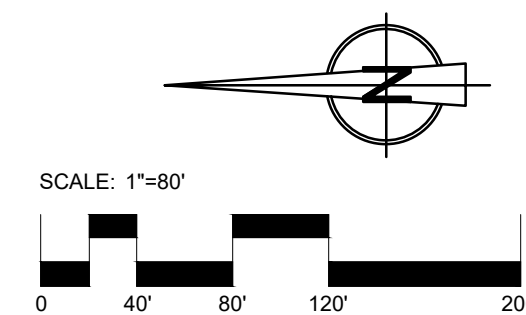
TYPICAL LOT TYPE DETAILS
N.T.S.

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.7. CONSENT ITEM(S)

DATE: November 17, 2025

FROM: Daniel Almond, Deputy Police Chief

ITEM: **Consider approval of the purchase of two (2) new 2026 BMW 1300 RT-P Police Motorcycles with OEM Upfit Equipment Installed per Town of Flower Mound Specifications and Vendor Quote from BMW Motorcycles of North Dallas in the amount of \$91,618.82.**

BACKGROUND: The Police Services Department is requesting the purchase of two (2) new 2026 BMW 1300 RT-P Police Motorcycles for \$91,618.82 utilizing FW Cooperative Contract #24-0107. These units are part of the approved Fiscal Year 2025/2026 Vehicle Equipment Replacement Fund (VERF) budget to replace Police Unit 43500-113.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$91,618.82

Proposed Expenditure/(Revenue)
\$91,618.82

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Purchase Requisition
2. Pricing
3. Quote
4. Purchasing Division Specifications
5. Bid Award Recommendation

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 9/22/2025
 Suggested Vendor: BMW Motorcycles of North Dall
 Contact (if known): Brien Mehler
 Address (if available): 900 Avenue K
Plano TX 75074
 Phone/Fax: 972-881-0774



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$ 92,000	2	2026 BMW 1300 RT-P Police Motorcycles/w OEM police upfit	\$ 45,809.41	\$ 91,618.82
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 91,618.82

Name/Phone Ext.: Branch / 6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 43500-113
 Spec Name: BMW Motorcycles

APPROVALS:
 Fleet Manager: Bill Sterner

Bid/Solicitation #: _____
 Co-Op/Contract #: COFW 24-0107

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

BMW RT-P Motor Pricing Form

(2026 Model Year)



Color	Option Code	
1 Night Black & Alpine White III	753	
0 Night Black	716	
0 Alpine White III (special order)	751	
0 Black Blue (special order +60 days) \$119.60	999	(see below)
0 Saphir Blue (special order + 60 days) \$119.60	999	(see below)
0 Violet Blue (special order +60 days)	756	
0 Glacier Silver Metallic (special order)	N99	

Revised: July 21, 2025

Quotation:

FLOWER MOUND PD

Option Code

Retail Price

Motorcycle

\$24,265.26

Factory Special-Order Options - Plan 90-120 Days for Delivery

0 Headlight Pro (includes 134)	219	\$560.23	\$0.00
0 Gear Shift Assist Pro	222	\$304.55	\$0.00
0 GPS Prep	272	\$179.55	\$0.00
0 Chrome Exhaust (Includes 340)	19F	\$229.55	\$0.00
0 Dark Chrome Exhaust (Includes 34A)	19J	\$359.09	\$0.00
1 Additional LED Headlights (driving lights)	562	\$470.45	\$470.45
0 High Seat Black	77E	\$0.00	\$0.00
0 Low Seat Black	77D	\$0.00	\$0.00
1 Dynamic Package	235	\$2,114.77	\$2,114.77
0 Dynamic Package with Auto Shift 22A	235	\$3,055.68	\$0.00
0 Rider Assistant Safety Package	5AS	\$825.00	\$0.00
0 Black Blue	999	\$119.60	\$0.00
0 Sapphire Blue	999	\$119.60	\$0.00

The Features Below Denote Standard Order Deck

US Authority Package	\$339.77
BMW Electronic Siren	\$1,220.45
Weather Protection, Tire Pressure Monitors, Heated Seat, Cruise Control	

Additional Labor Operations Provided by Dealer

1 FMSA-EL-ACP ACC 1-3 CONNECTION PLUG	\$11.88
1 FMSA-EL-RPP RADIO CONNECTION PLUG CODE A	\$12.50
1 FMSA-EL-SCP SPEAKER CONNECTION PLUG	\$11.88
1 FMSA-EL-FFH FORNT FUSED POWER SCOCKET HARNESS	\$41.25
1 FMSA-MT-LGAP LIDAR GUN HOLSTER ADAPTER PLATE	\$33.69
1 FMSA-EA-USB1 FAIRING USB OULET	\$61.25
1 FMSA-EA-LSF FIARING MOUNT POWER SOCKET	\$56.25
1 FMSA-EL-RCP RADAR CONNECTION PLUG	\$11.88
1 FMSA-NBTA-1+S BLUETOOTH MODULE	\$150.00
1 FMSA-GHST-X STALKER X-SERIES LIDAR HOLSTER	\$373.75
1 807-0015-00 DSR2X MOVING RADAR UNIT	\$3,910.00
1 FMSA-MT-RMB RIFLE MOUNT BRACKET	\$79.00
1 FMSA-GL-ARM AR RIFLE MOUNT	\$767.00

Units	Quotation valid for 60 days	Total Price - Page 1	\$33,931.05
1	from date noted below.	Total Price - Page 2	\$239.99
		Total Price - Page 3	\$961.45
		Parts From Other Suppliers - Page 4	\$5,484.00

Date of Quote:

0.00%

Dealer Basic Assembly / Preparation	\$4,202.92
Motorcycle Freight	\$990.00
Total Retail Price per Unit with Options	\$45,809.41
State Sales Tax (if applicable)	\$0.00
Total Retail Price per Unit with Options	\$45,809.41

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

BMW RT-P Motor Pricing Form - Page 2

See Special Notation Comment



**BMW
MOTORRAD**

Quotation for:

FLOWER MOUND PD

Per	Dealer Installed Options / Retrofits	BMW P/N	Order #	Retail	Total Retail
0	Shift Assistant Pro (hardware)	23 00 1 543 107	0	\$97.00	\$0.00
0	Screw Torx drive (order two)	07 12 9 904 977	0	\$1.99	\$0.00
0	Enabling Code	77 15 8 395 839	0	\$51.00	\$0.00
0	LED Additional Headlight (order 2)	63 17 9 898 785	0	\$223.00	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 398	0	\$3.85	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 377	0	\$10.73	\$0.00
0	Hex Nut With Plate (order 2)	07 11 9 905 544	0	\$0.83	\$0.00
0	Bracket, Left (order 1)	77 51 5 A89 145	0	\$112.59	\$0.00
0	Bracket, Right (order 1)	77 51 5 A89 146	0	\$112.59	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 5 A94 F18	0	\$444.44	\$0.00
0	Heated Seat - Low TBD	52 53 5 A78 7B8	0	\$895.88	\$0.00
0	Heated Seat - High TBD	52 53 5 A78 7C0	0	\$895.88	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$39.00	\$0.00
1	BMW Battery Charger	77 02 5 B5B 631	0	\$239.99	\$239.99
0	Motorcycle Charging Plug	61 43 2 411 680	0	\$22.64	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories - Page 3

Qty	Item Description	BMW P/N	Order #	Retail	Total Retail
Per	Additional Accessories				
	Storage Options				
0	Tank Top Bag TBD		0	\$0.00	\$0.00
	Engine Protection				
1	Rocker Cover Protection Left Side (order 1)	77 14 5 A6E 645	1	\$88.00	\$88.00
1	Rocker Cover Protection Right Side (order 1)	78 14 5 A6E 646	1	\$88.00	\$88.00
4	Body Screw W/O collar (order 4)	46 63 8 568 780	4	\$6.64	\$26.56
4	Body Screw W/collar (order 4)	46 63 8 550 994	4	\$8.86	\$35.44
4	Gromet (order 4)	11 84 5 B38 938	4	\$4.65	\$18.60
5	Bush	11 84 8 544 832	5	\$8.09	\$40.45
1	Large Skid Plate (order 1)	11 84 7 914 425	1	\$441.00	\$441.00
2	Fillister Head Screws (order 2)	07 12 9 907 402	2	\$3.53	\$7.06
1	Engine Guard Holder (order 1)	11 84 8 829 202	1	\$35.00	\$35.00
1	Skid Plate Holder Front (order 1)	11 84 5 A64 A34	1	\$42.99	\$42.99
1	Skid Plate Holder Rear (order 1)	12 84 5 A64 A35	1	\$42.99	\$42.99
4	Fillister Head Screw (order 4)	07 12 9 907 383	4	\$4.12	\$16.48
2	Spacer Bush (order 2)	11 84 5 A6A 026	2	\$5.50	\$11.00
4	Clip Nut (order 4)	07 14 7 693 887	4	\$4.14	\$16.56
4	Grommet (order 4)	13 53 1 341 283	4	\$4.74	\$18.96
4	Bush (order 4)	11 84 8 544 832	4	\$8.09	\$32.36
	Adjustable Footrest System				
0	Rider Foot Peg Left	46 71 5 A73 D11	0	\$91.00	\$0.00
0	Rider Foot Peg Right	47 71 5 A73 D12	0	\$91.00	\$0.00
0	Footbrake Lever, adjustable	77 23 5 A73 F61	0	\$266.00	\$0.00
0	Gearshift Lever, adjustable	77 25 5 A73 C87	0	\$266.00	\$0.00
0	Pin (order 2)	46 717 675 691	0	\$19.24	\$0.00
0	Circlip (order 2)	07 11 9 909 941	0	\$3.17	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories From Other Suppliers - Page 4

[illegible]

INVOICE

FROM:	Invoice order #
BMW Motorcycles Of North Dallas	Quote
900 Avenue K	
Plano, TX 75074 P) 972-881-0774 F) 972-881-1326	

TO:	Date
City of Flower Mound	11/4/2025
4150 Kirkpatrick Ln	
Flower Mound, Tx 75028	

Item	Quantity	Description	Unit Price	Ext. Unit Price
1	2	Purchase of two BMW motorcycles per bid specs accepted by the city of Flower Mound on PO #		
		R1300RTP vin#	\$45,809.41	\$45,809.41
		R1300RTP vin#	\$45,809.41	\$45,809.41
	Terms:	Due upon receipt of invoice		
	Date	11/4/2025		
		Coop with Fort Worth contract number 24-0107		
		SUB-TOTAL		\$91,618.82
		TAX		\$0.00
TAX #		Total Amount Owed		\$91,618.82

	CITY OF FORT WORTH - PURCHASING DIVISION SPECIFICATION	
IFB Ref. #: 24-0107	Doc. Ref#: IFB-06	Page 1 of 6
IFB Title: Motorcycles for the Fort Worth Police Department		

1.0 SCOPE

- 1.1 The City of Fort Worth (City) seeks bids to finalize an agreement for the purchase of Motorcycles for the Property Management Department on behalf of the Police Department on an “as needed” basis. Prospective responding bidders should ensure they review all attachments for complete responses and understanding of the agreement the City intends to award from this solicitation. The successful bidder(s), known hereafter as “Contractor,” “Vendor” or “Supplier.”
- 1.2 Unit prices shall include all costs associated with the specified work, including but not limited to handling, delivery, fuel charges, fees and certifications fees. No additional charges will be accepted or paid by the City.
- 1.3 The body, finish and fittings shall be the latest model, current year or newer (new equipment) and shall not have been used in demonstrative or other service, unless approved by the City’s Property Management Fleet Manager in writing.
- 1.4 Manufacturer’s standard equipment and all devices necessary to comply with the State of Texas Administrative Code and the Federal Motor Vehicle Safety Standards will be included. Units must comply with all Texas and Federal Motor Vehicle Pollution Control requirement on exhaust and fuel emissions.
- 1.5 The units delivered to the City by the successful bidder, hereinafter “Vendor”, shall be identical in every respect per configuration type, including all standard accessories, even though they may not be listed specifically in the specifications.
- 1.6 The units shall be equipped with factory installed standard equipment unless specifically modified by these specifications.

	CITY OF FORT WORTH - PURCHASING DIVISION SPECIFICATION	
IFB Ref. #: 24-0107	Doc. Ref#: IFB-06	Page 2 of 6
IFB Title: Motorcycles for the Fort Worth Police Department		

- 1.7 The units shall include a current State Inspection and authorized report.
- 1.8 Warranty shall include all third party and all aftermarket components which are installed by the Vendor.

2.0 METHOD OF AWARD

- 2.1 Bids will first be evaluated on the lowest, responsive and responsible bidder complying with all of the provisions of the solicitation, provided the bid price is reasonable, and it is in the best interest of the City to accept it. A responsible bidder is defined as a bidder that:
 - 2.1.1 A responsive bidder is defined to be one who submits a completed electronic bid within the stated time deadline and in accordance with the bid specification.
 - 2.1.2 A responsible bidder is defined to be one who demonstrates via responses to the selection criteria his/her ability to successfully deliver the supplies, equipment, or services being procured.
- 2.2 In order for the City to receive adequate coverage on its requirements as specified in the solicitation, the City reserves the right to make multiple awards.
- 2.3 The City reserves the right to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items, or overall bid, as it is deemed in the best interest of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on-time agreements of a similar nature.
- 2.4 The City reserves and shall be free to exercise the right to evaluate bid in relation to performance record of bidder with the City itself, another municipal corporation of like size, or private corporations during the past two-year period. Such precautions are deemed to be in

	CITY OF FORT WORTH - PURCHASING DIVISION SPECIFICATION	
IFB Ref. #: 24-0107	Doc. Ref#: IFB-06	Page 3 of 6
IFB Title: Motorcycles for the Fort Worth Police Department		

the public interest inasmuch as Vendor failure or inability to furnish items within the prescribed time can create emergency situations and impose unnecessary hardship on both the City as a municipal corporation and the public at large.

- 2.5 The evaluation factors listed above will be applied in a comparative manner to all eligible, responsive bids. Award may be made without discussion with Bidders after bids are received. Bids should, therefore, be submitted on the most favorable terms.
- 2.6 The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time agreements of a similar nature
- 2.7 If Attachment 8, Local Preference, is completed by any Bidder, the City will review the Attachment to determine whether Local preference will apply to the award.

3.0 SPECIFICATIONS

- 3.1 Make and model shall be a new and current year, BMW R1250 RT-P motorcycle provided by vendor. The following specifications shall be included on every unit. These specifications may change at the request of the City and are not limited to the following:

- 3.1.1 Color: Night Black
- 3.1.2 Heated Seat
- 3.1.3 Tire Pressure Monitoring
- 3.1.4 Cruise Control
- 3.1.5 Weather Production
- 3.1.6 Red LED-X light
- 3.1.7 Blue LED-X light
- 3.1.8 Duplex LED-X Red/Blue
- 3.1.9 White Torus LED TDL/Alley
- 3.1.10 Auxiliary LED Brake/Tail Light
- 3.1.11 Auxiliary LED turn signals

	CITY OF FORT WORTH - PURCHASING DIVISION SPECIFICATION	
IFB Ref. #: 24-0107	Doc. Ref#: IFB-06	Page 4 of 6
IFB Title: Motorcycles for the Fort Worth Police Department		

3.1.12 Saddlebag LED lights w/sensor switch

3.2 The following list of modifications may be requested as additional options by the City at the time of obtaining a quote from the awarded vendor.

- 3.2.1 LED Auxiliary Headlights
- 3.2.2 Bolt 6 x 40
- 3.2.3 M6 Hex Nut
- 3.2.4 Adaptor Cable
- 3.2.5 Keyless Ride with two transmitters
- 3.2.6 Extra Ignition Key
- 3.2.7 Police Slide and Stand Extension / Base
- 3.2.8 Note Pad Holder
- 3.2.9 LAPD Rear Gun Lock Release
- 3.2.10 Gun Lock Variable Timer (Required for Above)
- 3.2.11 BMW Battery Charger (2.5 Ah)
- 3.2.12 Power Socket Plug
- 3.2.13 Radio Power Plug Connector
- 3.2.14 Radio Speaker Plug
- 3.2.15 Kustom/Stalker/MIC Remote Attachment Kit
- 3.2.16 Accessory Connection Plugs (3)
- 3.2.17 Valve Cover Guards- Stainless Steel
- 3.2.18 Sump/Engine Protection Guard
- 3.2.19 Fillister Head Screws M6 x 20
- 3.2.20 Grommet
- 3.2.21 Bushing
- 3.2.22 Bracket Front
- 3.2.23 Bracket Rear
- 3.2.24 Fillister Head Screws M8 X 25
- 3.2.25 Front 12v Power Outlet (lighter style)
- 3.2.26 Front 12v USB Power Outlet
- 3.2.27 Fused Front Power Socket Harness
- 3.2.28 Radar Connection Plug
- 3.2.29 Kustom Raptor Display Head Mount
- 3.2.30 Kustom Raptor Radar Counter Mount
- 3.2.31 Kustom Ka Band Front & Rear Antenna Mount

	CITY OF FORT WORTH - PURCHASING DIVISION SPECIFICATION	
IFB Ref. #: 24-0107	Doc. Ref#: IFB-06	Page 5 of 6
IFB Title: Motorcycles for the Fort Worth Police Department		

- 3.2.32 Radar/Lidar Gun Adaptor Plate
- 3.2.33 DSR 2X 2021-2024 BMW 1250 RT-P Motorcycle Package, *Stalker Radar Applied Concepts, Inc. brand, or equivalent*

3.3 Labor for repair and maintenance services for the BMW RT1250 RT-P model motorcycle shall be provided by the awarded vendor, unless the awarded vendor lacks the capabilities to provide such services. Labor services shall be priced at an hourly rate.

- 3.3.1 Labor for repair, installation and maintenance shall be an hourly rate.

4.0 DELIVERY LOCATION

4.1 Units shall be delivered with a full tank of gas to the Brennan Street Body Shop, located at:

- 4.1.1 2500 Brennan St.
Fort Worth, TX 76106

4.2 Deliveries to City property may only occur by appointment. Delivery may occur Monday through Friday between the hours of 9:00 AM through 2:30 PM (Local Time).

4.3 The vendor shall not deliver orders on City observed holidays including:

- 4.3.1 New Year's Day
- 4.3.2 Martin Luther King Jr. Day
- 4.3.3 Memorial Day
- 4.3.4 Juneteenth
- 4.3.5 July 4th
- 4.3.6 Labor Day

	CITY OF FORT WORTH - PURCHASING DIVISION SPECIFICATION	
IFB Ref. #: 24-0107	Doc. Ref#: IFB-06	Page 6 of 6
IFB Title: Motorcycles for the Fort Worth Police Department		

4.3.7 Thanksgiving Thursday and the following Friday

4.3.8 Christmas

5.0 DOCUMENTATION

5.1 Awarded vendors shall include all necessary paperwork at time of delivery, otherwise, payment will not be made until the documentation is received. Furthermore, failure to include all necessary documents may result in denial of delivery.

5.2 Vendor shall provide the following listed documents at the time of delivery:

- 5.2.1 Bill of lading
- 5.2.2 Manufacture Statement, or Certificate of Origin (MSO, or MCO)
- 5.2.3 State Safety Inspection Report
- 5.2.4 State Title Application (130-U)
- 5.2.5 Signed Electronic Scale Ticket per TXDMV Motor Vehicle Title Manual Section 10.2.2023
- 5.2.6 Warranty Coverage Information
- 5.2.7 Warranty Start Date Documentation
- 5.2.8 Operator's Manual

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Retail Motorcycle Venture Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

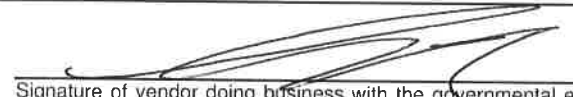
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

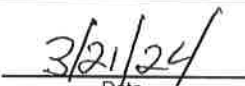
☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity


Date



**CITY OF FORT WORTH - PURCHASING DIVISION
AUTHORIZED SIGNATURE AND CONTACT DETAILS**

IFB Ref. #: 24-0107

Doc. Ref#: **IFB-03**

Page 1 of 1

IFB Title: Motorcycles for the Fort Worth Police Department

Legal Name of Proposer: Retail Motorcycle Ventures Inc.

D/B/A Name of Proposer: BMW Motorcycles of North Dallas

City of Fort Worth Bidder/Supplied Id or Federal Id Number (TIN): 41052 (Vendor number)

Address: 900 K Avenue Plano, Texas 75074

Name of the Authorized Representative: Brien Mehler

Title: General Manager

The undersigned, by his/her signature, represents that he/she is submitting a binding Bid and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet for this ITB and agrees to be bound by the terms therein.

The undersigned agrees if the Proposal is accepted, to furnish any and all items and/or services upon which prices are offered, at the price(s) and upon the terms, conditions, and scope/specifications contained in this ITB.

Signature of the Authorized Representative:

Email: brien@bmwmotorcyclesdallas.com

Phone: 972-881-0774

Name of Contact Person - 1: Brien Mehler

Title of Contact Person - 1: General Manager

Email: brien@bmwmotorcyclesdallas.com

Phone: 972-881-0774

Name of Contact Person - 2: Carl Diehl

Title of Contact Person - 2: Dealer Principle

Email: carl@bmwmotorcyclesdallas.com

Phone: 972-881-0774

Name of Contact Person - 3: Cliff Couch

Title of Contact Person - 3: Sale Manager

Email: cliff@bmwmotorcyclesdallas.com

Phone: 972-881-0774



**CITY OF FORT WORTH - PURCHASING DIVISION
REFERENCE SHEET**

IFB Ref. #: 24-0107

Doc. Ref#: **IFB-04**

Page 1 of 1

IFB Title: Motorcycles for the Fort Worth Police Department

Legal Name of Proposer: Retail Motorcycle Venture Inc.

Bidders shall furnish the following information with their bid, for at least three (3) recent customers to whom subject services were provided that are similar to the requirements stipulated in this IFB.

1. Company's Name: City of Irving

Name of Contact: Aaron Hayes

Title of Contact: Fleet Manager

Address: 128 N. Briery Rd. Irving, Texas 75061

Phone No. 214-470-5923 Email: amhayes@cityofirving.org

Type of Services Provided: Maintenance for police motorcycle fleet and purchase of new police motorcycles

2. Company's Name: Texas Department of Public Safety

Name of Contact: Andrew Morgan

Title of Contact: Fleet Manager

Address: 1500 N. Congress Austin, Texas 78701

Phone No. 512-424-5595 Email: andrew.morgan@dps.texas.gov

Type of Services Provided: Maintenance for police motorcycle fleet and purchase of new police motorcycles

3. Company's Name: City of Southlake

Name of Contact: Tim Alifka

Title of Contact: Purchasing Manager

Address: 1400 Main Street suite 420

Phone No. 817-748-8312 Email: tslifka@ci.southlake.tx.us

Type of Services Provided: Maintenance for police motorcycle fleet and purchase of new police motorcycles

 CITY OF FORT WORTH - PURCHASING DIVISION PROPRIETARY INFORMATION, QUALIFICATION QUESTIONNAIRE, AND MANDATORY REQUIREMENTS		
IFB Ref. #: 24-0107	Doc. Ref#: IFB-08	Page 1 of 4
IFB Title: Motorcycles for the Fort Worth Police Department		

Legal Name of Bidder: Retail Motorcycle Venture Inc.

1.0 PROPRIETARY INFORMATION

- i. All material submitted to the City becomes public property and is subject to the Texas Public Information Act upon receipt.
- ii. If a Bidder does not desire information that it believes to be proprietary in the bid to be disclosed, the bidder must list each page number in the chart below and must clearly mark and identify each page by including the word "PROPRIETARY" in all caps and highlighted yellow on the bottom center of each page at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to the information that must be disclosed lies with the Texas Attorney General. Note: Pricing may not be marked proprietary and will be made publicly available in the form of a bid tab following evaluation of all bids. By submitting a response, Bidders agree that pricing is not proprietary and may be released.
- iii. Failure to identify proprietary information, as required in 9.2, will result in all unmarked sections being deemed non-proprietary and available upon public request.

Pages with information believed to be Proprietary	Please indicate if only specific sections on the page are believed to be Proprietary

2.0 BIDDER'S QUALIFICATION QUESTIONNAIRE

The information provided on this questionnaire and in the bid submittal will be used to determine the responsiveness of the bid. Please answer each question thoroughly. Answers may be provided on a separate sheet as long as

	CITY OF FORT WORTH - PURCHASING DIVISION PROPRIETARY INFORMATION, QUALIFICATION QUESTIONNAIRE, AND MANDATORY REQUIREMENTS	
IFB Ref. #: 24-0107	Doc. Ref#: IFB-08	Page 2 of 4
IFB Title: Motorcycles for the Fort Worth Police Department		

each response is labeled according to the question.

- 2.1 Will the agreement be available for Cooperative Agreement use?
 Yes X No
- 2.2 Prompt Payment Discount Terms: 0 Percent Days (i.e. 3% Net 15, etc.)
- 2.3 How long has your company been in business? 30 YEARS
- 2.4 (Attach information that can be used to verify your years of experience.)
- 2.5 Please provide information that demonstrates that your business maintains at all times an inventory of items in such volume as is consistent with large-scale usage such as that required by the City of Fort Worth. Please provide proof of the following qualifications:
- a. Available facilities and adequate equipment to supply the commodities requested. A pre-award inspection may be made to determine whether the bidder actually has in its inventory those items bidding.
 - b. Available qualified and trained personnel to perform the services requested.
- 2.6 Status: Bidder must be an authorized dealer/distributor or a manufacturer and must indicate which by checking the appropriate space that applies:

Dealer/Distributor: Dealership X

Manufacturer: BMW

	CITY OF FORT WORTH - PURCHASING DIVISION PROPRIETARY INFORMATION, QUALIFICATION QUESTIONNAIRE, AND MANDATORY REQUIREMENTS		
IFB Ref. #: 24-0107	Doc. Ref#: IFB-08	Page 3 of 4	
IFB Title: Motorcycles for the Fort Worth Police Department			

2.7 Do you have multiple sales locations within Fort Worth City limits? If so, what are the addresses?

No

2.8 Do you have an email address that is regularly monitored?

Email Address:

_brien@bmwmotorcyclesdallas.com

2.9 How often will emails be responded to? Same day

2.10 What are your business hours and days? Tuesday – Friday 10am-6pm Saturday 9am-5pm

2.11 Please describe your warranty for the BMW R1250 RT-P model of bike. BMW supplies a 3year 60,000 mile warranty

2.12 Can you provide maintenance services for the BMW R1250 RT-P model of bike?

Yes we maintenance BMW Police motorcycles.

	CITY OF FORT WORTH - PURCHASING DIVISION PROPRIETARY INFORMATION, QUALIFICATION QUESTIONNAIRE, AND MANDATORY REQUIREMENTS		
IFB Ref. #: 24-0107	Doc. Ref#: IFB-08	Page 4 of 4	
IFB Title: Motorcycles for the Fort Worth Police Department			

2.13 Once a Purchase Order has been dispatched, what is the estimated turn-around time for delivery? Most maintenances are done while they wait as well as tire and brakes. If bike is dropped off it is ready the next day unless we need to order parts that are not instock. Turnaround time on parts is usually 3 days.

	CITY OF FORT WORTH - PURCHASING DIVISION CONSIDERATION OF THE LOCATION OF BIDDER	
IFB Ref. #: 24-0107	Doc. Ref#: IFB-09	Page 1 of 2
IFB Title: Motorcycles for the Fort Worth Police Department		

CONSIDERATION OF THE LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

Section 2-14 of the Fort Worth Code of Ordinances authorizes the City Council, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the corporate limits of the City of Fort Worth and whose bid is within 3 or 5 percent of the lowest bid, depending on the value of the request and goods or services requested, if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination of price and other economic benefits to the municipality.

Requests to be considered a local business must be submitted on this form with bid packages to be considered by the City of Fort Worth. Questions should be addressed to the Purchasing staff listed in the bid or request package.

The Fort Worth City Council requires the following information for consideration of the location of a bidder's principal place of business. Add additional sheets if needed to provide this information.

1. Locational Eligibility: Principal Place of Business in Fort Worth, Texas.

- a. Do you have a Fort Worth office? If yes, identify address:

No

- b. What percentage of estimated gross company sales (worldwide) are sales originating in Fort Worth? "Originating in Fort Worth" shall mean payable at the Fort Worth office. [must exceed 50%]

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IFB Title: Motorcycles for the Fort Worth Police Department		

2. Economic Development opportunities resulting from contract.

a. Number of Fort Worth resident-employees?

None

b. Amount of City of Fort Worth ad valorem taxes (real and business personal property) paid by company (for prior tax year — Fort Worth office or former location, if Fort Worth office is newly-established)?

None

Certification of information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

Retail Motorcycle Ventures Inc.

03/21/2024

(Company Name)

(Date)



Brien Mehler, General Manager

(Signature)

(Printed Name and Title)

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Revisions and Approvals

Revisions

Revision	Effective Date	Change Reference
Initial	2-1-2023	Not applicable
R.1	12-20-23	Updated Section 33, 43, 44

Approvals

Position	Name	Signature/Approval	Date
Assistant City Attorney			
City Attorney			

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1.0 DEFINITION OF BUYER

The City of Fort Worth, its officers, agents, servants, authorized employees, vendors and sub-vendors who act on behalf of various City departments, bodies or agencies.

2.0 DEFINITION OF SELLER

The consultant, contractor, supplier, or other providers of goods and/or services, its officers, agents, servants, employees, vendors and sub-vendors who act on behalf of the entity under a contract with the City of Fort Worth.

3.0 PUBLIC INFORMATION

Any information submitted to the City of Fort Worth (the "City") may be requested by a member of the public under the Texas Public Information Act. See TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). Seller must clearly mark each page it believes includes proprietary information by writing "PROPRIETARY" in bolded, yellow highlighted, 16-point font at the bottom of each page. Any pages that do not contain the required notification shall be deemed public and Seller agrees to its release to the public. If the City receives a request for a Seller's proprietary information, as indicated by following the instructions above, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released without penalty to the City.

4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter).

5.0 ORDERS

- 5.1 No employees of the Buyer or its officers, agents, servants, vendors or sub-vendors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and/or services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and emergencies pursuant to Texas Local Government Code Section 252.022(a)(1), (2), or (3). In the case of emergencies, the Buyer's Purchasing Division will place such orders.
- 5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost

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and/or non-payment.

6.0 SELLER TO PACKAGE GOODS

Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

7.0 SHIPMENT UNDER RESERVATION PROHIBITED

Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

8.0 TITLE AND RISK OF LOSS

The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES

9.1 Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's proposal and the City has expressly accepted the Seller's delivery terms in writing. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposals or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

9.2 Unit prices shall include all costs associated with the specified work, including but not limited to handling, freight, delivery, fuel charges, fees and certifications fees. No additional charges will be accepted or paid by Buyer.

10.0 PLACE OF DELIVERY

The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

11.0 RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

12.0 INVOICES

12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase

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order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, must be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

- 12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. Buyer shall furnish a tax exemption certificate upon Seller's request.

13.0 PRICE WARRANTY

- 13.1 The price to be paid by Buyer shall be that contained in Seller's proposals which Seller warrants to be no higher than the lesser of either (i) the Seller's current rates on valid cooperative agreements for products and services of the kind and specification covered by this agreement or (ii) Seller's current prices on orders by others for products and services of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the prices contained in Seller's proposals, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without any liability to Seller for breach or for Seller's actual expense. Such remedies are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
- 13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting employees of an established commercial or selling agency that is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

14.0 PRODUCT WARRANTY

- 14.1 Seller shall not limit or exclude any express or implied warranties, and any attempt to do so shall render this contract voidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the proposal invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.
- 14.2 In addition to any other warranties in this contract, the Seller warrants that all work and products supplied under this agreement conform to the agreement requirements and are free from any defect in workmanship, equipment, material, or design furnished by the Seller or any supplier at any tier.

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- 14.3 Seller agrees to repair or replace promptly, on a one-for-one basis without additional cost to Buyer, any and all defective work and products. Buyer defines "prompt" repair or replacement to be within twenty-four (24) hours after notification by Buyer's authorized personnel.
- 14.4 This warranty shall continue at least for a period of 90 days from the date of acceptance of products and work by Buyer.
- 14.5 Seller shall remedy at the Seller's expense any non-conforming or defective products or work. In addition, the Seller shall remedy at Seller's expense any damage to real or personal property owned by Buyer, when that damage is the result of a defect of products furnished.
- 14.6 Seller's warranty with respect to products repaired or replaced will run for 90 days from date of installation and acceptance of such by Buyer.
- 14.7 Buyer shall notify the Seller, within a reasonable time after the discovery of any failure, defect, or damage.
- 14.8 If the Seller fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Buyer shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Seller's expense.
- 14.9 This warranty shall not include failures attributable to accident, fire, or negligence on the part of Buyer's personnel.

15.0 **SAFETY WARRANTY**

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section 31.0 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

16.0 **SOFTWARE LICENSE TO SELLER**

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer a perpetual, irrevocable, non-exclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this agreement and any attached work orders or invoices. The Buyer may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

17.0 **WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY**

- 17.1 **The SELLER warrants that all Deliverables, or any part thereof, furnished**

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hereunder, including but not limited to: programs, documentation, software, analyses, applications, methods, ways, and processes (in this Section each individually referred to as a “Deliverable” and collectively as the “Deliverables,”) do not infringe upon or violate any patent, copyrights, trademarks, service marks, trade secrets, or any intellectual property rights or other third party proprietary rights, in the performance of services under this Agreement.

- 17.2 SELLER shall be liable and responsible for any and all claims made against the Buyer for infringement of any patent, copyright, trademark, service mark, trade secret, or other intellectual property rights by the use of or supplying of any Deliverable(s) in the course of performance or completion of, or in any way connected with providing the services, or the Buyer’s continued use of the Deliverable(s) hereunder.
- 17.3 SELLER agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of attorney’s fees, any claim or action against the Buyer for infringement of any patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from Buyer’s use of the Deliverable(s), or any part thereof, in accordance with this Agreement, it being understood that this agreement to indemnify, defend, settle or pay shall not apply if the Buyer modifies or misuses the Deliverable(s). So long as SELLER bears the cost and expense of payment for claims or actions against the Buyer pursuant to this section 8, SELLER shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Buyer shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the Buyer’s interest, and Buyer agrees to cooperate with SELLER in doing so. In the event Buyer, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the Buyer for infringement arising under this Agreement, the Buyer shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, SELLER shall fully participate and cooperate with the Buyer in defense of such claim or action. Buyer agrees to give SELLER timely written notice of any such claim or action, with copies of all papers Buyer may receive relating thereto. Notwithstanding the foregoing, the Buyer’s assumption of payment of costs or expenses shall not eliminate SELLER’s duty to indemnify the Buyer under this Agreement. If the Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, SELLER shall, at its own expense and at Buyer’s election, either: (a) procure for Buyer the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely affect Buyer’s authorized use of the Deliverable(s); or (c) replace the

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Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to Buyer; or (d) if none of the foregoing alternatives is reasonably available to SELLER, terminate this Agreement, and refund all amounts paid to SELLER by the Buyer, subsequent to which termination Buyer may seek any and all remedies available to Buyer under law.

18.0 OWNERSHIP OF WORK PRODUCT

Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the Buyer pursuant to a Work Order, including all such developments as are originated or conceived during the term of the agreement and that are completed or reduced to writing thereafter (the "Work Product") and Seller acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the Buyer. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its vendors hereby waives any property interest in such Work Product.

19.0 NETWORK ACCESS

The Buyer owns and operates a computing environment and network (collectively the "Network"). If Seller requires access, whether onsite or remote, to the Buyer's network to provide services hereunder, and the Seller is required to utilize the Internet, Intranet, email, Buyer database, or other network application, Seller shall separately execute the Buyer's Network Access Agreement prior to providing such services. A copy of the Buyer's standard Network Access Agreement can be provided upon request.

20.0 CANCELLATION

Buyer shall have the right to cancel this agreement immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

21.0 TERMINATION

The performance of work or purchase of goods under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work or the goods to be purchased under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of any other termination rights of Buyer as set forth herein.

22.0 ASSIGNMENT / DELEGATION

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No interest, obligation or right of Seller, including the right to receive payment, under this agreement shall be assigned or delegated to another entity without the express written consent of Buyer. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Prior to Buyer giving its consent, Seller agrees that Seller shall provide, at no additional cost to Buyer, all documents, as determined by Buyer, that are reasonable and necessary to verify Seller's legal status and transfer of rights, interests, or obligations to another entity. The documents that may be requested include, but are not limited to, Articles of Incorporation and related amendments, Certificate of Merger, IRS Form W-9 to verify tax identification number, etc. Buyer reserves the right to withhold all payments to any entity other than Seller, if Seller is not in compliance with this provision. If Seller fails to provide necessary information in accordance with this section, Buyer shall not be liable for any penalties, fees or interest resulting therefrom.

23.0 **WAIVER**

No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

24.0 **MODIFICATIONS**

This agreement can be modified or rescinded only by a written agreement signed by both parties.

25.0 **THE AGREEMENT**

In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable proposal documents published by the Buyer and Seller's Response to such proposal (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published proposal documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

26.0 **APPLICABLE LAW / VENUE**

This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this agreement shall be in Fort Worth, Tarrant County, Texas.

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27.0 INDEPENDENT CONTRACTOR(S)

Seller shall operate hereunder as an independent contractor(s) and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, vendors and sub-vendors. The doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, vendors and sub-vendors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, vendors and sub-vendors.

28.0 LIABILITY AND INDEMNIFICATION

28.1 **LIABILITY - SELLER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF SELLER, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

28.2 **INDEMNIFICATION - SELLER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE BUYER (ALSO REFERRED TO AS BUYER), ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SELLER'S BUSINESS, AND ANY RESULTING LOST PROFITS) PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, AND DAMAGES FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SELLER, ITS OFFICERS, AGENTS, SUBCONTRACTOR(S), SERVANTS OR EMPLOYEES.**

29.0 SEVERABILITY

In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

30.0 FISCAL FUNDING LIMITATION

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this agreement, then Buyer will immediately notify Seller of such occurrence, and this agreement shall be terminated on the last day of the fiscal period for which funds have been appropriated without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

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31.0 NOTICES TO PARTIES

Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102. Notices to Seller shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to proposals. Or if sent via express courier or hand delivery, notice is considered received upon delivery.

32.0 NON-DISCRIMINATION

This agreement is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, vendors or sub-vendors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor(s) or sub-contractor(s) has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor(s) or sub-vendors herein.

33.0 IMMIGRATION NATIONALITY ACT

Buyer must verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by Buyer, Buyer will provide Buyer with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Buyer must adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Buyer employee who is not legally eligible to perform such services. **BUYER WILL INDEMNIFY BUYER AND HOLD BUYER HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY BUYER, BUYER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS.** Buyer, upon written notice to Buyer, will have the right to immediately terminate this Agreement for violations of this provision by Buyer.

34.0 HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS

Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

35.0 RIGHT TO AUDIT

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Seller agrees that the Buyer, or Buyer's authorized representative, shall, until the expiration of three (3) years after final payment under this agreement, and at no additional cost to Buyer, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this agreement, including any and all records maintained pursuant to Section 31 of this Agreement. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying in accordance with the standards set forth in the Texas Administrative Code. The Buyer shall give Seller reasonable advance written notice of intended audits, but no less than ten (10) business days.

36.0 **DISABILITY**

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its sub-vendors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its sub-vendors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or sub-vendors against Buyer arising out of Seller's and/or its sub-vendor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

37.0 **DISPUTE RESOLUTION**

If either Buyer or Seller has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

38.0 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding eCFR — Code of Federal Regulations agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of

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parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

39.0 **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

Seller shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

40.0 **DEBARMENT AND SUSPENSION**

Per Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

41.0 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

Firms that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Bidders shall provide proof of Byrd Anti-Lobbying Amendment certification filings with their bid, if the bid exceeds \$100,000.00.

42.0 **NO BOYCOTT OF ISRAEL**

If the Seller has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. The Seller acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the Buyer is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. **By signing this Agreement, Seller certifies that Seller’s signature provides written verification to the Buyer that Seller: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.**

43.0 **PROHIBITION ON BOYCOTTING ENERGY COMPANIES**

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Seller acknowledges that in accordance with Chapter 2276 of the Texas Government Code, the Buyer is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the Buyer with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, Seller certifies that Seller's signature provides written verification to the Buyer that Seller: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

44.0 **PROHIBITION ON DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES**

Seller acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, the Buyer is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the Buyer with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Seller certifies that Seller's signature provides written verification to the Buyer that Seller: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

45.0 **CHANGE IN COMPANY NAME OR OWNERSHIP**

The Seller shall notify the Buyer's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated Buyer's records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied by supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, a copy of the board of directors' resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46.0 **LAWS, REGULATIONS, AND ORDINANCES**

The Seller shall be responsible for meeting all Federal: laws, ordinances, and regulations; State: laws, ordinances, and regulations; County: laws, ordinances, and regulations; and City: laws, ordinances, and regulations. This includes, but is not limited to, all Federal, State, County, and City Agencies, Administrations, and Commissions such as the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and the Texas Commission on Environmental Quality (TCEQ). In the event any law, regulation, or ordinance becomes effective after the start of this Agreement, the Seller is required to comply with the new policy. Any mandates requiring Buyer to comply with new guidelines will also require the Seller to comply.

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47.0 INSURANCE REQUIREMENTS ¹

47.1 The Seller shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under this Agreement. The Seller shall file with Buyer, prior to the commencement of services, a certificate of insurance documenting the following required insurance.

47.1.1 Failure to provide such information within five (5) calendar days may be grounds for Agreement termination.

47.2 Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by Buyer. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or Buyer desires additional insurance coverage, and Buyer desires the Seller to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

47.2.1 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:

\$100,000 Each Accident

\$500,000 Disease – Policy limit

\$100,000 Disease – Each Employee

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

47.2.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

\$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

Coverage shall include but not be limited to the following: premises/operations, independent Sellers, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy.

47.2.3 Auto Liability Insurance shall be provided as follows:

¹ This is the Standard Provision regarding Insurance Requirements. If the Buyer determines that additional insurance is required, those additional requirements will be listed in the actual bid issued.

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\$1,000,000 Combined Single Limit Each Accident

A commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

47.2.4 The Seller shall furnish Buyer's Purchasing Manager, with a certificate of insurance documenting the required insurance prior to the commencement of services.

47.2.5 Policies shall be endorsed to provide Buyer a thirty- (30) day notice of cancellation, material change in coverage, or non-renewal of coverage.

47.2.6 Applicable policies shall also be endorsed to name Buyer as an additional insured, as its interests may appear (ATIMA).

48.0 **ADDITIONAL INSURANCE REQUIREMENTS²**

48.1 Buyer, its officers, employees and servants shall be endorsed as an additional insured on Seller's insurance policies excepting employer's liability insurance coverage under Seller's workers' compensation insurance policy.

48.2 Certificates of insurance satisfactory to Buyer and Worker's Compensation Affidavit must be received before Seller can begin work. Failure to supply and maintain such insurance shall be a breach of contract. Seller shall provide complete copies of all insurance policies required by this Agreement. Certificates of insurance must be supplied to:

Financial Management Services Department

Attention: Purchasing Division Bid # YR-NNNN

200 Texas Street, Fort Worth, Texas 76102

48.3 Any failure on part of Buyer to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein. Each insurance policy shall be endorsed to provide Buyer a minimum 30-day notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten (10) day notice shall be acceptable in the event of non-payment of premium.

48.4 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.

48.5 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by Buyer.

48.6 Other than worker's compensation insurance, in lieu of traditional insurance, Buyer may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. Buyer must approve in writing any alternative coverage.

² This is the Standard Provision regarding Insurance Requirements. If the Buyer determines that additional insurance is required, those additional requirements will be listed in the actual bid issued.

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- 48.7 Workers' compensation insurance policy(s) covering employees of the Seller shall be endorsed with a waiver of subrogation providing rights of recovery in favor of Buyer.
- 48.8 Buyer shall not be responsible for the direct payment of insurance premium costs for Seller's insurance.
- 48.9 Seller's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by Buyer shall not be called upon to contribute to loss recovery.
- 48.10 While the purchase order is in effect, Seller shall report, in a timely manner, to Buyer's Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.

49.0 **PERFORMANCE**

Failure of Buyer to insist in any one or more instances upon the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Seller's obligation with respect to such performance shall continue in full force and effect.



Bid Award Recommendation

Date: 11/4/2025

Description: **BMW 1300 RTP Police Motorcycles/w OEM Police Upfit**

Qty.: 2

Replaces: 43500-113, a 2022 Chevrolet PPV Tahoe - Police

Bidder: BMW Motorcycles of North Dallas, Brien Mehler 972-881-0774,
brienmehler@bmwmotorcyclesdallas.com
City of Fort Worth Cooperative Contract 24-0107.

Item: 2 – BMW Police Motorcycles with OEM Police Upfit Package

Total Cost of Vehicles, Equipment & Installation:
\$91,618.82

It is Fleet Services recommendation to award the bid to **BMW Motorcycles of North Dallas** in the amount of **\$91,618.82** utilizing the **City of Fort Worth Cooperative Contract # 24-0107.**

Fleet Services Manager

11/4/2025

Date



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

DATE: November 17, 2025

FROM: Paul Henley, Fire Chief

ITEM: Consider approval of the purchase of a 2026 North River “FREEDOM” Response Vessel from Siddons-Martin Equipment Group through Houston-Galveston Area Council of Governments Contract (HGAC) #FS12-23, in the amount of \$343,823.00 and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: The Fire and Emergency Services Department has a 2006 Boston Whaler Boat (6300-20) that is approved for replacement under the FY25/26 Vehicle Equipment Replacement Fund (VERF). This unit is requested to be replaced with a 2026 North River FREEDOM Response Vessel. In addition to water-based rescue and recovery, the proposed vessel is designed to provide marine firefighting abilities as well as the ability to provide water supply and fire suppression on shore for hard-to-reach wildland urban interface or structures along the lake. Additionally, the ramp on the bow allows the boat the ability to come to shore and extract injured riders on the North Shore trails. Some of these access points are more accessible from water than hiking in and out. The larger operating area also allows for the safer transportation of personnel and/or victims. The equipment will be purchased from Siddons Martin Equipment Group through HGAC Contract #FS12-23 in the amount of \$343,823.00. This request is in accordance with the Fleet Department’s recommendation.

Vessel price	\$262,781.00
Equipment	\$102,205.00
HGAC	\$ 2,000.00
Discount	<u>(\$23,163.00)</u>
Total	\$343,823.00

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$343,823.00

Proposed Expenditure/(Revenue)
\$343,823.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote
2. Fireboat Specifications
3. Vehicle Request Form
4. Bid Award Recommendation

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



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

FS12-23

11/4/2025

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

Buying Agency:	City of Flower Mound - Flower Mound Fire	Contractor:	Siddons-Martin Emergency Group
Contact Person:	Brandon Barth	Prepared By:	Jeffrey Doran
Phone:	972-874-6270	Phone:	1-800-784-6806
Fax:		Fax:	
Email:	brandon.barth@flower-mound.com	Email:	jdoran@siddons-martin.com
Product Description	24' Freedom		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$262,781.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

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

Description	Cost	Description	Cost
SO 3225 Rear deck Lights	\$1,185.00	soi-des-2t CL-5 Helm display	\$12,857.00
SO 3230 Interior Cabin lighting	\$770.00	RA25 2 - Series II SS Prop	\$3,346.00
SO 3240 Additional 12 volt switch panel	\$425.00	TSA8500 Tandem Tuff Trailer	\$18,969.00
SO 1530-1 Diver Door hinges outboard	\$3,657.00	MS-900max Liberator Radio System	\$9,062.00
SO 1456 Raised Center Console Canopy	\$4,360.00	Subtotal From Additional Sheet(s):	\$0.00
911366 Secondary Yamaha 200	\$24,846.00		\$79,477.00

Description	Cost	Description	Cost
911362 Stokes with Engine Crash guard	\$4,025.00	Delivery	\$6,200.00
911367 12" Chartplotter with 3-D Sonar	\$5,003.00	Subtotal From Additional Sheet(s):	
911364 Training and Splash	\$7,500.00		\$22,728.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 7%

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

Quantity Ordered:	1	364,986	=	\$364,986.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) \$2,000.00

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

Description	Cost	Description	Cost
		Contract Discount	-\$23,163.00
			-\$23,163.00

Delivery Date: **G. Total Purchase Price (D+E+F):** \$343,823.00



An Employee Owned Company

NW Bend Boats, LLC - dba North River Boats
1750 Green Siding Rd. Roseburg, Oregon 97471
www.northriverboats.com

Rev 1 - Added price for Gator Step

CONTRACT / PO NUMBER

North River Invoice #

Quote Date:

Revision Date:

Sales Person:

JOB #

Est. Start:

Est. Finish:

SD0012 - 2.2

7/24/2025

9/21/2025

Mike Blocher

BUYER: Siddons-Martin Emergency Group

1362 E. Richey Road

Houston, TX 77073

REF: Flower Mound Fire Department

SHIP TO: Siddons-Martin Emergency Group

1362 E Richey Road

Houston, TX 77073

Phone: 800-784-6806

Main POC: Travis Ownby

Mobile: 817-454-5394

Email: townby@siddons-martin.com

Terms: See Payment Terms section below. If no payment terms noted, invoices due on receipt. Full payment required prior to shipping release.

All returned checks are subject to \$35.00 NSF fee or 1% of the total sale, whichever is greater

NW BEND BOATS, LLC dba NORTH RIVER BOATS ("North River"), hereby agrees to sell, and BUYER hereby agrees to purchase, the vessel described more particularly below (the "Vessel"), subject to the terms and conditions on and attached to this Agreement:

Vessel to be built to USCG and ABYC Standards unless otherwise noted				Serial Number	Unit Cost	Total	
BOAT MODEL							
BOAT	2026	North River "FREEDOM" Response Vessel			NRB 24006 J526		
		w/ Center Console & T-Top					
	CENTER LENGTH:	24'					
	DEADRISE:	14 Deg					
	CHINE BEAM:	8'	(0.190") 5086				
	BEAM:	8' 6"					
	SIDE HEIGHT	36"	(0.160") 5052				
	FUEL CAPACITY:	90 Gallons					
	2 year limited Government / Commercial hull warranty for this contract.						
TRAILER							
TRAILER	2026	Tuff Trailer TSA8500T Aluminum I-Beam Dual Axle Trailer with surge disc brakes, slick bunks and LED lighting. Vault Maintenance free sealed bearing grease hubs.					
TRAILER OPTIONS							
	Spare Tire and Carrier						
	Add adjustable 2-Post Guide with amber button light on top of guide						
ENGINES							
MOTOR		Yamaha F200XSA	25" Gray				
MOTOR		Yamaha LF200XSA	25" Gray				
ENGINE OPTIONS							
I-DES-2T	I-DES-2T - I-DES Pre Rig, OB Install, & CL5 Display (Helm)						
	Yamaha Reliance polished SS 3 blade prop (part number TBD)						
	Yamaha Reliance polished SS 3 blade prop (part number TBD)						
	Delete original Mercury rigging & prop						
STEERING AND FUEL SYSTEMS							
	YAMAHA I-DES HELM MASTER EX (Electric Steering) Main helm with twin main engines. Stainless 13.5" wheel w/ power knob. Electric steering does not require a tie bar.						
	Fuel / Water Filter: Yamaha or Racor water separator / fuel filter						
	SINGLE TANK 90 Gallons: (.190") 5052 aluminum with appropriate interior tank baffles, neoprene rubber and seaboard isolation mounting beds and brackets to prevent tank movement while underway. (2) 3/8" pickup fittings, (2) 5/8" vent fittings, 1.5" fill pipe, Wema electric fuel level sending unit and analogue gas gauge located on helm console. Deck plates to access tank fittings as needed. Tank access for removal via "soft patch" deck plate over entire fuel tank. Soft patch removal done with common hand tools. Tank installation and components comply with ABYC and EPA standards in effect at time of manufacture.						
	TRIM TABS: (12v) 12"x9" Electric trim tabs w/ control panel located near helm. Control panel has LED "trim position" indicator lights.						
	10:20 AM 8/22/2025						

WELDED FEATURES			
	BOTTOM PLATE: 0.190"		
	SIDES: 0.160"		
	BEACHING / DOUBLING PLATE: (.190") Welded beaching plate approx. 16"w x 9' long (Approx.)		
	FULLY SELF BAILING ALUMINUM DECK WITH NON-SKID. (.190") Aluminum with through transom drains and mechanical "flapper" non-return valves.		
	Offshore Bracket: Twin engine Offshore bracket for twin 25" Outboard motors. (Twin, oversize & removable access hatches) Includes additional battery, upgraded 8689 panel ACR system		
	Crash Guard: Fixed, bolted on, double rung outboard motor crash guard with fairleads.		
	"FLOWER MOUND FIRE" (painted Victory Red color) routed into the back of the crash guard.		
	Transom tie downs: Welded tie downs one port one stbd at lower transom corners		
	Drain plug: 1" welded screw in style drain plug		
	Trim tab brackets: Welded trim tab bracket one port one stbd		
	Transom mounting brackets: For mounting transducers and accessories on transom area		
	Sacrificial Anode Bracket: Welded 6"x6" aluminum "stand-off" bracket (large enough to easily through-bolt anode to bracket)		
	Transom Storage Box: Single oversize storage in transom rigging top with hinged lid		
	D-Bumper : Duramax 3" Fan Nose Rubber bumper installed around perimeter of gunwale		
	Anchor / Rope locker: In floor anchor locker with gutter drains to the Y bar and drain to bilge.		
	Anchor Roller: Anchor roller located starboard side bow.		Included
	3" welded Rub Strike: Located mid hull side (between water line and gunwale)		
	Freeing Ports / deck drains: (Qty. 3 pair): 1" x 4" Freeing Ports / drains locate at bow area. (drains will be sized accordingly to allow proper water drainage)		
	Cleats: (Qty. 6) 10" cast aluminum, welded cleats as specified on drawing.		
	Bow eye: 1/2" HD welded bow eye with pressed stainless insert		
	Welded mounting pads on roof: Provisions for mounting 2 Port scene lights, 2 STBD scene lights, 1 remote spot light (fwd), 1 stbd antenna pad, 1 port antenna pad, LE Light bar and Flir		
	Aft Tow Bitt: (3" Sched 80) fixed tow bitt with welded cap and (Qty. 1) aluminum cross pin		
	DROP DOWN BOW DOOR: (Approx. 50" wide) Electric Linear actuator operated, drop-down bow door for beach access, or water access directly out bow. Door to be sealed w/ over center latches.		
	Bow Door Switch: Recessed pocket on starboard side aft of bow door actuator compartment for bow door switch to protect from inadvertent operation.		
	Gunwale Rails: 3/4" Sched. 40 welded aluminum bow to stern gunwale rails		
	Hand Rail package: Console to have (3/4" sched. 40) welded aluminum grab rails along sides of T-Top roof, vertical rails on forward face of cabin.		
	Grab rail: Add vertical grab rail on aft side of wing window frame - both sides		
	Transom Boarding door: Inboard hinging transom boarding door. For additional recovery point on swimdeck and access while trailered.		
	Dive Door: Flip out hinged dive door on port side, aft with folding ladder incorporated into dive door. Cam-over latches on top of door to secure in place.		
	Backboard Mounts: Backboard mounting brackets on port side vertical gunwale/tray face. Backboard brackets should be designed for 74" x 16" x 2.5". (Note: backboard only)		
	Deck Tie Downs: Qty 4 - welded aluminum deck tie down pockets located in bow.		
	Deck hatch upgrade: Upgrade both rectangle deck hatches to have twist D-dog to ease in opening. Note: there will still be 5 allen head dogs. (N41314-MOD)		
CABIN / CONSOLE			
	Center Console with Aluminum T-Top: 40" wide Console to have fixed windshield w/ windshield wiper. Console sized accordingly to fit helm, single binnacle shift / throttle control, Outboard engine display, 12-volt plug-in, USB A/C plug-in and electrical switch panel. Under console storage area to have single storage shelf and hinged door.		
Note:	Add floor to console area - removable		
	OVERHANG: Custom aft overhang on T-Top - 36"		
Note:	Console to be arranged for port side boat operations (left side drive)		
Note:	Add vertical grab rails to wing window down leg (frame)		
Note:	Delete fire extinguisher pockets on sides of bolster storage compartment. Delete upper and lower access hatches. Add (2) per side access doors on bolster storage compartment.		
	Aft of Console to have seat against storage bolster (see drawing)		
	Overhead radio box: Welded overhead radio box NOTE: VHF Radio port side, Siren Controller center, Install customer Motorola 8500 starboard side		
	Fire Pump Doghouse: Skeletonized structure with hinged formed cover for protection from elements over fire pump. Sides to be covered in canvas for easy removal during pump operations.		
UPHOLSTERY, CANVAS, AND GATOR STEP PADDING			
	Bolster seat for console: Custom, drop-down seat base bolster seats for operator and passenger. Seat allows for sit or stand vessel operation.		
	Note: Add one door per side of bolster box in upper and lower storage sections		
	10:20 AM Upper, aft bolster seat back rest to be three separate pieces so that the center door can open independently		
9/22/2025	Note: Lower aft door will remain unchanged.		

	Forward cockpit bench seats: Port & Starboard flip up seats with removable cushioned lids. 1-starboard side, 1-port side.			
	Snap seat cushions for fire pump "doghouse"			
	Canvas side covers for fire pump "doghouse"			
	Full canvas weather enclosure for T-top/ console area with full eisenglass panels for optimum visibility			
	<i>Upholstery to be smoke in color.</i>			
	Gator Step 3/4" bolster pad/seat cushion material at the following locations:			
	Upper aft bolster seat back rest x 3 pieces			
	Upper aft bolster seat bench x 1 piece			
	Across entire rigging compartment top section			
OUTFITTING - RIGGING				
	FIRE EXTINGUISHERS: (Qty. 1) Kidde Mariner 110 (1-A: 10-B:C) fire extinguisher installed w/ USCG approved brackets. (1-located in console bolster) with FIRE EXTINGUISHER tag on outside of door.			
	Install 6" x 6" aluminum anode on welded anode bracket (transom)			
	Flag Mast: Removable SS Flag mast and USA flag installed on aft edge of cabin bill			
	North River Transom tie down straps			
	Mount two-piece stokes basket with floats on roof top. Customer to provide stokes to be mounted.			
OUTFITTING - ELECTRICAL				
	USCG approved Navigation / Lighting package (LED Light package): Navigation and Anchor lights LED - Anchor light to be mounted on aft section of light mast switched at dash			
	12v Electrical panel and ALL 12v wiring systems for Vessel. ALL VESSEL WIRING TO COMPLY WITH ABYC STANDARDS. (Panel includes 24 fused circuits + main)			
	12v Power Socket: (Qty. 1) located on dash			
	Combo USB A/C Accessory Outlet: (Qty. 1) located on dash			
	Navigation Horn: 12v Stainless dual trumpet horn w/ momentary switch (labeled) at dash panel			
	Windshield Wiper: (Qty. 1) 12v heavy duty windshield wiper			
	Interior Cabin light: (Qty. 1) LED ROM DuroLumen - R03695			
	BILGE PUMP(s): (Qty.2) 2000 gph Rule bilge pump with 3-way switch (labeled) at console panel. 1-bilge pump located in offshore bracket, 1- Bilge pump located below console forward of watertight bulkhead. Both pumps installed with Auto Float switches.			
	Batteries: (Qty. 4) Qty 3 - GRP 27 deep cycle batteries with switches and all wiring. Main Battery configuration will be a total of 3-battery banks. (2) Outboard engines, and (1) "House" system. Qty 1 - Duracell Ultra 12V Deep Cycle AGM battery for the fire pump.			
	RAW Water washdown pumps: (Qty. 1) pump and spigot located in the aft deck. (Flush Mount SS Deck Washdown Outlet Fitting)			
	Scene Lights: (Qty. 4) Black Oak LED 30 Inch Marine LED Light Bar - Double Row - Spot / Flood Combo - 5 Watt Osram (White)			
	Forward 30 Inch Curved			
	Port 30 Inch Straight			
	Stbd 30 Inch Straight			
	Aft 30 Inch Curved			
	Battery Charge System: 4 bank battery charger with remote plug-in receptacle installed in transom rigging area. Charger to charge House, Main engines and Fire pump batteries.			
NOTE:	BATTERY CHARGER SYSTEM TO BE USED ON-SHORE ONLY (Station Charging)			
DELETE	Remote LED Spotlight: Remote LED searchlight mounted on forward brim of roof top. Includes wireless remote.			
ELECTRONICS & NAVIGATION SYSTEMS				
	Stand-Alone Raymarine System:			
1	12" Chartplotter: Raymarine Axiom+ 12 RV MFD w/ Realvision 3D and 600W sonar mounted at helm console			
1	3D Transducer: Raymarine RV-100 RealVison 3D Transom Mount transducer installed on offshore bracket			
1	GPS Antenna: Ray Marine RS150 Raystar 150 10Hz GPS/Glonass antenna (STng)			
1	NMEA 2K STNG Starter Kit (Note: will delete if not needed when install is complete)			
1	Thermal Camera: Flir M332 Single Payload 320 Thermal Camera, 24-deg FOV installed on forward console roof top			
1	VHF Marine Radio: Raymarine Ray63 VHF Radio installed in overhead radio box w/ Morad 156 HD antenna mounted on stainless ratchet base			
1	Install customer supplied Motorola 8500 radio with antenna			
	Stand-Alone Hummingbird System:			
2	Hummingbird Displays: Install customer supplied Hummingbird displays x 2			
	2	Hummingbird power supply	720057-1	
	1	Hummingbird GPS Puck	408400-1	
	1	Hummingbird Ethernet cable 5'	720073-6	
	1	Hummingbird Ethernet cable Adapter	720074-1	
	9/22/2025	Install customer supplied transducer	??	
1	Additional labor to install electronics			

EMERGENCY / LE EQUIPMENT			
	36" LED Light Bar: Whelen Edge 9X - 36" with DUO red/white lights. - Includes adjustable mounting feet - Includes Core Control Point Module - 36" length, Bar height without feet 1.86", Bar width 11.52" NOTE: Mount interface box inside NEMA 4X box under console.		
	Whelen WPA3FM Marine control head - flush mount with weatherproof switches.		
	Whelen WPA112 siren amp		
	Whelen SA315P siren speaker		
	Whelen SAK1 speaker mount		
	Setcom LiberatorMAX Wireless Radio System - Single Radio: Includes		
1	LiberatorMAX Master Station - 16 Channel - Radio Interface Base	MS-900MAX	
1	Radio Cable - Overmolded Conxall, 6' Radio Cable	RC-6MU4K	
2	Wireless Headset - Radio Transmit, 16 Channel	CSB-900MAX Kit	
2	Wireless Headset - Intercom Only, 16 Channel	CSB-901MAX Kit	
	NOTE: These are standard non-vented headsets. Setcom does not recommend vented headsets on boats. Vented headsets can be provided as an exchange.		
	Labor to install system		
FIRE PUMP / MONITOR			
	Fire Pump: Darley HGE 37V EFI Vanguard Assembly #3 - High Volume, Medium Pressure, Gear Driven, Engine Mounted - Portable Pump,		
	Features: - Engine: Briggs & Stratton, Vanguard, 37 HP, V-twin - OHV, 4 cycle, air cooled gas engine, electric start - Electronic fuel ignition, flywheel alternator - (North River will plumb fuel to main tank) - Control panel (mounted right side) - Bronze impeller and wear rings - Stainless steel impeller shaft - Mechanical seal - Discharge check valve and adjustable valves - Exhaust primer - 4" NHM adapter with screen - (2) 2-1/2" NHM 1/4 turn self locking		
	Performance: 550 GPM (2081 L/M) @ 30 PSI (2.0 bar) 300 GPM (1135 L/M) @ 105 PSI (7.2 bar) 100 GPM (378 L/M) @ 195 PSI (13.4 bar)		
	Hose Adapters: 1 1/2" NH Hose adapters - Qty 2		
	Chrome Plated Caps - 1 1/2" NH Chrome plated caps - Qty 2		
	Exhaust: North River to research routing exhaust outside the boat or add muffler		TBD
	Sea water intake: Located on starboard side near T Top console with aluminum removable access hatch, clean out with victaulic cap, butterfly valve.	See hatch upgrade.	
	Plumbing: Hard pipe from seawater intake to pump & from pump under floor to bow monitor.		
	Discharge Circulation Line: Add pump discharge circulation line with valve		
	Valve Under Monitor - Port side gunwale - forward: V.U.M. WG 4" ANSI x 4" ANSI W/DRAIN - C1-Gated Elbow, C2, C3, C4 Blind Plugs. Manual valve. AKP132111D		
	2.5" Plumbed Deck Monitor: Task Force Tips Tornado 2.5" Tiller monitor installed on V.U.M. with TFT 3 in1 Stacked smooth bore tip.		
1	Straightener: Task Force Tips 2.5" NHF x 2.5" NHM Stream Straightener	H-SS-NJ	
	NOTE: Darley is now using SS cotter pins and springs for the skid mounting hardware.		
PAINT			
	Interior: Greystone zolatone with clear		
	Exterior top: Greystone zolatone with clear		
	Exterior full side to waterline: TBD with customer		
	Custom vinyl stripes: TBD with customer		
	Exterior bow door: To be painted - TBD		
	Cabin exterior: Greystone zolatone with clear		
	Cabin interior: Greystone zolatone with clear		
	Non-skid surfaces: Matson Non Skid		
	Canvas: Charcoal / Black binding		
	9/22/2025 Black North River logos		
OTHER (SPARES, TESTING, CERTIFICATIONS, DRAWINGS, DELIVERY)			

	Sea Trails / PDI and Final Cleaning		
	Run Bag: Includes (4) Type II life jackets, (1) Type IV throwable, (2) Polyform G-4 fenders with whips, (2) Dock Lines		
	Spare drain plug		
	Spare M-Wedge motor support		
State and Local taxes not included in this quote			
Note: This proposal may be withdrawn by North River if not accepted within 60 days.			
Customer Signature X			
Salesman Signature X			
Please Remit To:			
North River Boats			
1750 Green Siding Rd.			
Roseburg, OR 97471			

Delivery Arrangements:

Unless otherwise noted above, delivery is FOB Roseburg, OR USA. North River may assist Buyer with shipping arrangements, including ground and ocean barge transportation for an additional fee. All shipping arrangements must be made prior to completion of vessel.

In the below contract North River Boats is referred to as North River.

Payment Terms:

Payment Terms - Standard:

The total Purchase Price shown above includes all applicable discounts, and other applicable charges. Unless otherwise noted, State and Local taxes are the responsibility of Buyer. However, the Purchase Price does NOT include any Storage Fees (section 7 of this Agreement) or Change Order charges (section 5 of this Agreement) incurred after the Agreement Date. BUYER shall pay the Purchase Price and all such other amounts owed to North River as follows: Checks payable to North River Boats or Money wire transfer into North River Boats account. All payments must be received prior to shipping.

15% Holding Deposit Due on Agreement.

30% Progress Payment Due upon approval of complete General Arrangement drawings

30% Progress Payment Due upon notification that fabrication has been completed.

Change Orders Change work orders exceeding \$10,000.00 must be paid at the time change order is approved by Buyer. All other change orders will be invoiced at final.

Final Payment The balance of the Purchase Price plus the amount of all unpaid Change Order charges (as described in section 5a & 5b of this Agreement) is due upon notification of Completion of the Vessel.

Payment Schedule Summary Payments are as per schedule below:

DESCRIPTION	DATE	DATE:	PURPOSE	\$\$
Date of Agreement 15%			Deposit	\$ -
30% Progress Payment - Drawings			Progress	\$ -
30% Progress Payment - Fab Complete			Progress	\$ -
Change Orders - Exceeding \$10K			Change Order	
Upon notification of completion			Final Payment	\$ -
TOTAL				\$ -

Production will be undertaken in Roseburg. OR USA at the North River plant.

Production delay due to non-payment All payments must be made on a timely basis as per Payment Terms listed above. This is imperative for North River to maintain a consistent production schedule. Payments not received within 14 days of invoice date will be considered late. North River will notify BUYER in writing that production will be suspended if payment(s) are not made current within 7 days. North River will suspend production until payments are reinstated and North River is satisfied that remaining payments can be made on time for the remainder of the build. If production has been suspended due to non-payment status, and payment status has been reinstated, North River will provide BUYER with a revised production schedule based on delays caused by BUYER's deficient payment status. It is North River's sole discretion as to when the production will resume based on the current production schedule. It is costly to disrupt production flow and therefore a \$5,000.00 production suspension penalty will be imposed and due payable prior to production resuming.

Additional Payments Any additional Shipping Fees, Storage Fees (as discussed in section 7), Change Order charges, time and materials charges related to BUYER-supplied equipment (as discussed in section 4), or other costs incurred after Final Payment is due upon invoice by North River or upon delivery of the Vessel, whichever first occurs.

10:20 AM
9/22/2025
BUYER shall not remit payments by U.S. mail, but will remit all payments on or before the date due by check delivered:

☐ Through a Buyer paid FedEx® or UPS shipping packet. Buyer will provide tracking number when payment is made

☐ By wiring the payments to a North River bank account; (North River to provide necessary information)

☐ In person at North River's office / Location: 1750 Green Siding Road, Roseburg OR USA

Credit Cards. North River limits the use of credit cards to a maximum of \$5,000.00 total per contract. In the event that a credit card purchase is required by BUYER, North River will charge a 3% credit card processing fee on any amount exceeding \$5,000.00 USD. The credit card processing fee will be added to the invoice and charged at the time the card is processed.

BY SIGNING BELOW, THE PARTIES AGREE TO AND ACCEPT ALL OF THE TERMS, CONDITIONS AND SCHEDULES CONTAINED IN THIS AGREEMENT INCLUDING BUT NOT LIMITED TO THE ATTACHED ADDITIONAL TERMS AND CONDITIONS TO VESSEL PURCHASE AND SALE AGREEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

BUYER:

**BUYER
Signature**

DATE:

ADDITIONAL TERMS AND CONDITIONS TO VESSEL PURCHASE AND SALE AGREEMENT

1. Estimated Production Start Date. North River will not compute and issue the estimated Production Start Date until North River receives the Deposit. After North River receives the Deposit, North River will provide BUYER written confirmation of the estimated Production Start Date.

2. Completion Date. The estimated Completion Date is approximately One Hundred Eighty (180) calendar days after the Production Start Date for boats under 30'. The estimated Completion Date is approximately Two Hundred Seventy (270) calendar days after the Production Start Date for boats greater than 30'. Any Deposit received more than 5 business days after the Parties sign this Agreement may change the Production Start Date (as defined in section 1 of this Agreement) and the Date of Completion. North River will provide Buyer written confirmation of the Estimated Completion Date.

3. Vessel Documentation. North River will issue a Manufacturer's Statement of Origin and Bill of Sale (including all serial numbers for the Vessel and any trailer purchased with the Vessel) only after North River has received the Final Payment and any other amounts owed as of the date of the documentation.

4. BUYER-Supplied Equipment. North River reserves the right to accept or reject any BUYER-supplied equipment. If North River accepts BUYER-supplied equipment, the BUYER must deliver all such equipment to North River prior to the Production Start Date. If it is necessary to delay production of the Vessel because BUYER-supplied equipment is missing or incorrect, the BUYER will be charged \$250.00 per day until the proper equipment is delivered to North River. BUYER supplied equipment will be installed on a time and materials basis, rather than as a part of the purchase price quoted on the contract, including any additional items North River deems necessary to complete the installation. All BUYER supplied equipment must be new, in the box and of current model year. North River will not accept any previously used BUYER-supplied equipment. North River does not warranty any BUYER supplied equipment.

5a. Change Orders. Any changes to this Agreement made after the Agreement Date is a Change Order. A Change Order shall not be effective unless made in writing and accepted by North River. North River must have received and approved all Change Order requests no less than two (2) weeks before the estimated Production Start Date. North River has the right to reject any Change Order request made after the two (2) week deadline before production, because such late Change Order may result in disruption of North River's production schedule for both the Vessel and other craft in the production process. The cost of any Change Order approved by North River shall increase the Purchase Price. Change orders in excess of \$10,000.00 are due and payable at the time the change order is approved. Change orders less than \$10,000.00 shall be due on the Completion Date. Any Change Order approved by North River may change the estimated Date of Completion; North River shall provide Buyer a revised estimated Completion Date at the time North River approves a Change Order.

5b. Late Stage Change Orders. Late stage change orders create an adverse production effect, resulting in delayed delivery times and loss of efficiency, as well as increased costs. In the event that North River accepts a change order after the vessel has started production, BUYER agrees to the following: North River will invoice BUYER a flat \$500.00 Change Order fee for each Change Order request received. North River will invoice BUYER twice the option's MSRP value for the requested change. If change request is not found within NRB Sales Book, NRB will determine the value and notify BUYER via email. If a Late Stage Change Order exceeds \$10,000.00, Change Order is due and payable upon approval of Change Order.

6. BUYER's Duty to Inspect and Notify. The BUYER shall inspect the Vessel delivered immediately after receiving the Vessel or upon picking up the Vessel from the Roseburg, OR factory. The BUYER shall notify North River in writing of any defects within two (2) business days of the BUYER picking up or receiving the Vessel. Failure to inspect the Vessel or notify North River in writing of any defects within two (2) business days of the BUYER picking up or receiving the Vessel shall constitute acceptance of the Vessel.

7. Storage Fees. Storage Fees shall be applied beginning seven (7) days after completion of Vessel using the following schedule: 1st month - \$200 / 2nd month - \$400 / 3rd and 4th months - \$600

8. Risk of Loss. Delivery of the Vessel shall be F.O.B. at North River's factory address in Roseburg, OR (as stated in the ship to column of this contract). BUYER bears all risk of loss of the Vessel after delivery to BUYER, BUYER's carrier, or North River's carrier at North River's address. North River shall obtain a copy of the carrier's insurance binder before shipment commences.

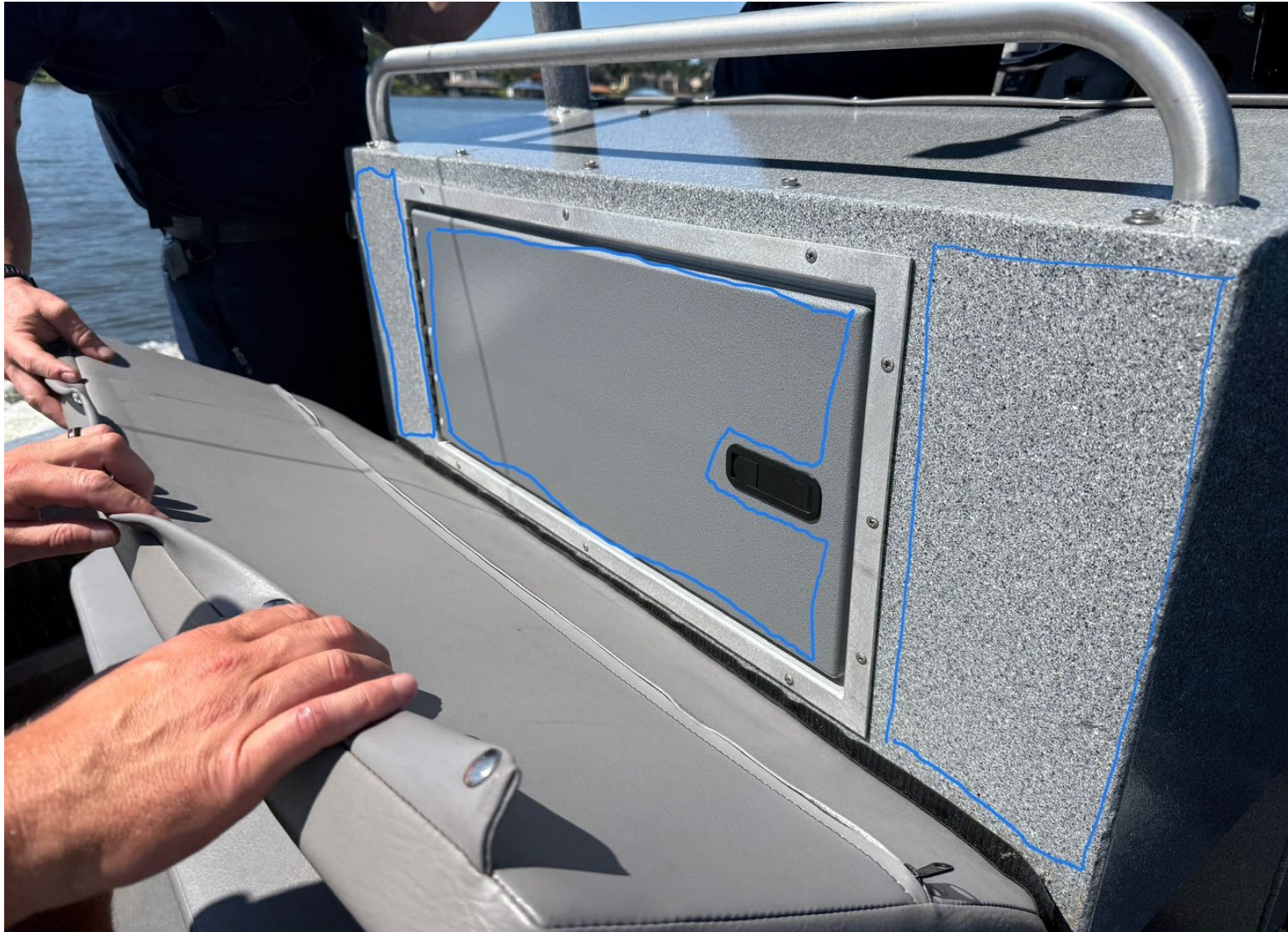
9. DISCLAIMER OF WARRANTIES. WITH THE EXCEPTION OF North River's LIMITED WARRANTY ATTACHED TO THIS AGREEMENT AND INCORPORATED BY THIS REFERENCE, North River MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, EITHER ORALLY OR BY WRITTEN AGREEMENT, TO THE BUYER, AND PARTICULARLY NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

10. Limitation of Remedies. IN NO CASE SHALL North River BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES arising from the purchase and use of the Vessel for claims of breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Vessel or any related equipment, cost of capital, cost of any substitute goods or equipment, facilities or services, down time, claims of third parties including BUYER's customers, and injury to persons or property.

11. Entire Agreement. This, along with the Proposal/Contract into which these Additional Terms and Conditions are incorporated, is the entire Agreement of the Parties with respect to the Vessel and supersedes all prior written or oral agreements or understandings. This Agreement may be modified only in writing signed by both Parties. No North River employee, officer, director, or any other entity is authorized to make any warranty, representations, or other claims that are not contained in this Agreement.

12. Oregon Law Governs. This Agreement shall be construed according to the laws of the State of Oregon. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue will be in the Federal or State courts in Douglas County, Oregon and each of the parties consents to the jurisdiction of such court (and if appropriate of the appropriate appellate court).

13. Arbitration: Except as otherwise specifically set forth herein or agreed to in writing by the Parties, any action, whether sounding in contract, tort or otherwise ("Dispute" or Disputes"), shall be resolved by arbitration as set forth below and shall include all Disputes arising out of or in connection with (i) this Agreement or any related agreements or instruments, (ii) all past, present and future agreements involving the parties, (iii) any transaction completed hereby, and all past and future transactions involving the parties, (iv) any aspect of the past, present or future relationships of the parties. Such disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of Arbitration Service of Portland, Oregon. In the event of any inconsistency between such Rules and these arbitration provisions, these provisions shall supersede such Rules. Every decision rendered by arbitration shall be made in accordance with the applicable substantive law. The Parties hereby agree that the all costs of arbitration and any related costs for consultants or other third parties will be paid to the prevailing party by the losing party.



VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 10/1/2025
 Suggested Vendor: Siddons Martin
 Contact (if known): Jeffrey Doran
 Address (if available): _____
 Phone/Fax: 8007846806



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Fire and Emergency Services

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$ 294,000	1	North River FREEDOM Response Vehicle	\$ 343,823.00	\$ 343,823.00
Technology Fund		0	Motorola mobile radio Purchased Separately	\$ 9,322.47	-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 343,823.00

Name/Phone Ext.: Peggy Durbin/6205
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 6300-20
 Spec Name: Rescue Boat

APPROVALS:
 Fleet Manager: Bill Sterner
 Bid/Solicitation #: _____
 Co-Op/Contract #: HGAC# FS12-23 for Vessel

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



Bid Award Recommendation

Date: 11/5/2025 – FY 25-26 VERF

Description: **New Nolan River 24' Freedom Response Vessel/Boat**

Qty.: 1

Replaces: 6300-20, a 2006 Boston Whaler Response Boat - Fire

Bidder: Siddons Martin Emergency Group, Jeffrey Doran, 800-784-6806,
jdoran@siddons-martin.com

Item: 1 – New Nolan River 24' Freedom Emergency Response Vessel/Boat with options and specs as per HGAC Worksheet Dated 11/4/2025.

Total Cost of Vehicles, Equipment & Installation:

\$343,823.00

It is Fleet Services recommendation to award the bid to **Siddons Martin Emergency Group** in the amount of **\$343,823.00** utilizing the **HGACBuy Cooperative Contract # FS12-23.**

Fleet Services Manager

11/5/2025

Date



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

DATE: November 17, 2025

FROM:

ITEM: Consider approval to purchase (1) Ford Transit T250 Cargo Van with listed options for Facilities Management for a total of \$64,931.57 utilizing the BuyBoard Cooperative Contract # 724-23.

BACKGROUND: After evaluation, the Fleet Division recommends the replacement of unit 59200-04-A 2016 Cargo van with (1) Ford Transit T250 Cargo Van with listed options for Facilities Management utilizing the BuyBoard Cooperative Contract # 724-23. This vehicle was approved as part of the FY25-26 VERF Replacement program budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$64,931.57

Proposed Expenditure/(Revenue)

\$64,931.57

565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote
2. Bid Award Recommendation

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



Bid Award Recommendation

Date: 11/3/2025– VERF FY 25-26

Description: **Ford Transit T250 Cargo van**

Qty.: 1

Replaces: 59200-04, a 2016 Ford T250 Cargo Van – Facilities.

Bidder: Sam Packs Five Star Ford, Kevin Moore 214-838-7018, kevinmoore@spford.com

Item: 1 – T250 Cargo van w/Shelving and Storage system.

Total Cost of Vehicles, Equipment & Installation:

\$64,931.57

It is Fleet Services recommendation to award the bid to **Sam Packs Five Star Ford** in the amount of **\$64,931.57** utilizing the **BuyBoard Cooperative Contract 724-23**.

Fleet Services Manager

11/3/2025

Date



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

DATE: November 17, 2025

FROM: Paul Henley, Fire Chief

ITEM: Consider approval of the purchase of two (2) Ford F-150 Crew Cabs for Fire and Emergency Services Department from Chastang Ford in the amount of \$163,772.00 through BuyBoard contract #724-23, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: The Fire and Emergency Services Department is requesting the purchase of two (2) 2025 Ford F-150 Crew Cabs from Chastang Ford through BuyBoard contract #724-23 in the total amount of \$163,772.00. These will replace two (2) 2019 Chevrolet Tahoes (#60000-03 and #61000-08) under the Town's Vehicle Equipment Replacement program. This request is in accordance with the Fleet Department's recommendation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$163,772.00

Proposed Expenditure/(Revenue)

\$163,772.00

Account Number(s):

565-450-84500-6130

LEGAL REVIEW: N/A.

ATTACHMENTS:

1. BuyBoard price sheet
2. Estimate
3. Quote
4. Vehicle-Equipment Purchase Requisition
5. Bid Award Recommendation

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

CHASTANG ENTERPRISES HOUSTON LLC / DBA CHASTANG FORD

BUYBOARD CONTRACT

724-23

End User: FLOWER MOUND

ED MILLER

Contact: _____

Phone/fax: 713-678-5007

Phone/email: _____

Date: Tuesday, September 30, 2025

Product Description: 2025 FORD F150

email: emiller@chastangautogroup.com

A. Bid Series: 115

A. Base Price: **\$ 25,976.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC1	CREW CAB UPGRADE	\$ 5,995.00			
W1P-1	UPGRADE TO POLICE RESPONDER	\$ 9,500.00			
FLR1	FLOOR PLAN INT 120 X20	\$ 2,400.00			
54R	POWER FOLD MIRRORS	\$ 4,105.00			
18B	RUNNING BOARDS	\$ 255.00			
67P	REMOTE KEYLESS / FOBS	\$ 350.00			
E4	VERMILION RED PAINT	INCL			
SM1	SIDDONS PACKAGE	\$ 22,985.00			
IN1	LOT INSURANCE 10 X 120	\$ 1,200.00			

Total of B. Published Options: **\$ 46,790.00**

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 9.3 %

Options	Bid Price	Options	Bid Price
UPGRADE SIDDONS PKG	\$ 6,800.00		

Total of C. Unpublished Options: **\$ 6,800.00**

D. Pre-delivery Inspection: INCL **\$ -**

E. Texas State Inspection: INCL **\$ -**

F. Manufacturer Destination/Delivery: INCL **\$ -**

G. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$ -**

H. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**

I. Contract Price Adjustment: CONCESSION DIFFERENCE / 2025 PRICE INCRE **\$ 2,320.00**

J. Additional Delivery Charge: 0 miles **\$ -**

K. Subtotal: **\$ 81,886.00**

L. Quantity Ordered 2 x K = **\$ 163,772.00**

M. Trade in: _____ **\$ -**

N. BUYBOARD FEE **\$ -**

O. TOTAL PURCHASE PRICE **\$ 163,772.00**



EVS Upfit
1364 E Richey Rd
Houston, TX, 77073
USA
Phone: (281) 219-1920

ESTIMATE

DO NOT PAY

Customer Info:

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

Document Info:

Quote #: 400-0001432
Taken By: James George
Expiration Date: 06/11/2025

Item #	Description	Quantity / Unit
309737	2026 Ford F150 INFORMATION	1.00 / EA
300008	BACK FLIP BED COVER SUBLET	1.00 / EA
136736	DECKED REAR STORAGE UNIT AOP	1.00 / EA
193204	DUO LINEAR ION RED/WHT SMK BLK XI2D	2.00 / EA
193205	DUO LINEAR ION BLU/WHT SMK BLK XI2E	2.00 / EA
182363	GRILL BRACKET FOR ION SID008	4.00 / EA
193542	ION T LINEAR TRIO R/B W XTLI3JC	8.00 / EA
193542	ION T LINEAR TRIO R/B W XTLI3JC	2.00 / EA
141344	2017+ FORD SUPER DUTY INNER EDGE-WCX- DUO BSFW47Z	1.00 / EA
119962	OPTICON TRAFFIC EMITTER 794H	1.00 / EA
004865	CENCOM CORE WCX CONTROL CENTER C399	1.00 / EA
143155	WeCanX 16 OUTPUT EXPANSION MOD CEM16	2.00 / EA
006791	SA315U SPEAKER, BLACK PLASTIC SA315U	1.00 / EA
006798	SA-315 MOUNT KIT UNIVERSAL SAK1	1.00 / EA
145978	CUSTOMER SUPPLIED PARTS DO NOT USE	1.00 / EA
175472	2021-up F150 Full size Console Padded Arm Rest PP-2021-F150-FS	1.00 / EA



EVS Upfit
1364 E Richey Rd
Houston, TX, 77073
USA
Phone: (281) 219-1920

ESTIMATE

DO NOT PAY

Document Info:

Quote #: 400-0001432

005876	SLIDE OUT LOCKING SWING ARM WITH MOTION ADPT HVS-C-MD-112	1.00 / EA
004955	8.5" Heavy Duty Telescoping Pole, s C-HDM-202	1.00 / EA
006238	MAGNETIC MIC. CONVERSION KIT MMSU-1	2.00 / EA
300012	CUSTOM GRAPHICS PACKAGE GRAPHICS	1.00 / EA
300008	TINT FRONT LEGAL REAR LIMO TINT	1.00 / EA
308301	SHOP SUPPLIES SHOP SUPPLIES	1.00 / EA
300056	FREIGHT FREIGHT	1.00 / EA
300003	DELIVERY DELIVERY	1.00 / EA
300014	LABOR TO INSTALL ABOVE LISTED EQUIPMENT LABOR	1.00 / HR
309737	CHANGE ORDER INFORMATION	1.00 / EA



Prepared by: Ed Miller

05/12/2025

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: FLWR25W1P

As Configured Vehicle

Code	Description	MSRP
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Base Vehicle

W1P	Base Vehicle Price (W1P)	\$51,890.00
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Packages

150A	Equipment Group 150A <i>Includes:</i> - Engine: 3.5L V6 EcoBoost 120-MPH top speed. - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select. - Electronic Locking w/3.31 Axle Ratio - GVWR: 7,075 lbs Payload Package - Tires: LT265/70R18 BSW A/T - Wheels: 18" Steel - HD Police-Grade Cloth 40/Blank/40 Front-Seats Includes reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench. - Radio: AM/FM Stereo w/6 Speakers - SYNC 4 Includes 12" LCD capacitive touchscreen with swipe capability, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.	N/C
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Powertrain

998	Engine: 3.5L V6 EcoBoost 120-MPH top speed.	Included
44G	Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.	Included
XL3	Electronic Locking w/3.31 Axle Ratio	Included
STDGV	GVWR: 7,075 lbs Payload Package	Included

Wheels & Tires

STDTR	Tires: LT265/70R18 BSW A/T	Included
STDWL	Wheels: 18" Steel	Included

Seats & Seat Trim

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2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: FLWR25W1P

As Configured Vehicle (cont'd)

Code	Description	MSRP
P	HD Police-Grade Cloth 40/Blank/40 Front-Seats <i>Includes reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench.</i>	Included

Other Options

145WB	145" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes: - SYNC 4 Includes 12" LCD capacitive touchscreen with swipe capability, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i>	Included
41A	Badge Delete <i>Removes rear Police Responder badge.</i>	N/C
18B	Black Platform Running Boards	\$255.00
54R	Power Glass Heated Sideview Mirrors <i>Includes manual folding, turn signal and black skull caps.</i>	\$405.00
67P	Remote Keyless-Entry Key Fob w/o Key Pad <i>Less PATS. Includes 4-key fobs and perimeter anti-theft alarm. Note: Available with Keyed Alike. However, key fobs are not fobbed alike when ordered with Keyed Alike.</i>	\$350.00
59F	Driver Only LED Bulb Spot Lamp (Whelen)	\$430.00

Emissions

425	50 State Emissions System	STD
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Exterior Color

E4_01	Vermillion Red	N/C
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Interior Color

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2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: FLWR25W1P

As Configured Vehicle (cont'd)

Code	Description	MSRP
PB_02	Black w/HD Police-Grade Cloth 40/Blank/40 Front-Seats	N/C
Upfit Options		
BuyBoard	Buy Board Fee CONTRACT 724-23 <i>CONTRACT 724-23</i>	\$400.00
EMS	INSTALL EMERGENCT EQUIPMENT PER SIDDONS QUOTE	\$27,300.00
UPFIT INT	150 DAYS FLOOR PLAN INTEREST DURING UPFIT	\$1,889.00
SUBTOTAL		\$82,919.00
Destination Charge		\$1,995.00
TOTAL		\$84,914.00

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Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$51,890.00
Options		\$1,440.00
Colors		\$0.00
Upfitting		\$29,589.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
Subtotal		\$84,914.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
01 ft	DISCOUNT AND CONCESSION	-\$4,950.00
Total		\$79,964.00

Customer Signature

Acceptance Date

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2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: FLWR25W1P

Selected Equip & Specs

Dimensions

- Conventional Capacity: 10,400 lbs.
- Fifth-wheel towing capacity: 8,800 lbs.
- Front brake diameter: 13.8"
- Cargo box length: 66.0"
- Cargo box volume: 52.8 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 5.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Front track: 67.9"
- Frame section modulus: 5.2 cu.in.
- Front bumper to front axle: 37.6"
- Max interior rear cargo volume: 50.9 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 16,800 lbs.
- Gooseneck towing capacity: 8,800 lbs.
- Rear brake diameter: 13.8"
- Cargo box min width: 50.6"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 77.2"
- Vehicle turning radius: 23.9'
- Rear track: 67.9"
- Frame yield strength (psi): 49300.0
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"

Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Torque: 500 lb.-ft. @ 3100 RPM
- 10-speed automatic
- Four-wheel drive
- Easy Fuel capless fuel filler
- Electronic transfer case shift
- Auto locking hub control
- EcoBoost 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP
- Horsepower: 400 HP @ 6000 RPM
- Radiator
- Automatic full-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Driver selectable rear locking differential

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 17 mpg/23 mpg/19 mpg
- Fuel economy combined: 19 mpg
- Gasoline secondary fuel type
- Fuel economy city: 17 mpg
- Fuel economy highway: 23 mpg
- LEV3-ULEV70 emissions

Suspension and Handling

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2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: FLWR25W1P

Selected Equip & Specs (cont'd)

- Off-road ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill Descent Control
- Independent front suspension
- Heavy-duty front anti-roll bar
- Rigid axle rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Hill start assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Electric power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- * **Running boards**
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black front bumper
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- 18 x 8.5-inch front and rear steel wheels
- Dynamic Hitch Assist vehicle to trailer hitching assist
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- 2 front tow hooks
- Rear bumper step
- Black grille
- * **Turn signal indicator in door mirrors**
- Conventional left rear passenger door
- Tailgate
- LT265/70RS18 AT BSW front and rear tires

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- * **Keyfob activated door locks**
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Front beverage holders
- Power door locks with 2 stage unlocking
- * **All-in-one remote fob and ignition key**
- Power tailgate/rear door lock
- Day/Night rearview mirror
- Fixed rear windshield
- Standard glove box

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2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: FLWR25W1P

Selected Equip & Specs (cont'd)

- 6 beverage holders
- Rear door bins
- Instrument panel bin
- Retained accessory power
- Over the air updates
- Driver and passenger door bins
- Rear beverage holders
- Dashboard storage
- Cabback insulator
- PRND in IP

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Power reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Cloth front seat upholstery
- 40-40 bucket front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Driver seat with 2-way power lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- SYNC 4 external memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 12 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Radio data system (RDS)
- Internet radio capability
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- Trip odometer

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Selected Equip & Specs (cont'd)

- In-radio display clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.00
- Reflector headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Variable instrument panel light
- Daytime running lights
- Fade interior courtesy lights
- Compass
- Redundant digital speedometer
- Oil pressure gauge
- Voltmeter
- Engine hour meter
- Light tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Ambient lighting
- High mounted center stop light
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- 1 USB port
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Security system
- Ford Co-Pilot360 - Lane-Keeping Assist
- Forward collision mitigation with pedestrian impact prevention
- Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- Fleet Telematics Modem vehicle tracker
- * **Remote panic alarm**
- BLIS with Trailer Tow Coverage blind spot warning
- Ford Co-Pilot360 - Reverse Brake Assist collision mitigation
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Reverse Sensing System rear parking sensors

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Selected Equip & Specs (cont'd)

Dimensions

General Weights

Curb weight	5,051 lbs.	Rear curb weight	2,108 lbs.
GVWR	7,075 lbs.	Payload	1,965 lbs.

Trailer Weights

Fifth-wheel towing capacity	8,800 lbs.	Gooseneck towing capacity	8,800 lbs.
Conventional capacity	10,400 lbs.	GCWR	16,800 lbs.

Front Weights

Front curb weight	2,943 lbs.	GAWR front	3,525 lbs.
Axle capacity front	4,050 lbs.	Spring rating front	3,525 lbs.
Tire/wheel capacity front	3,800 lbs.		

Rear Weights

GAWR rear	3,800 lbs.	Axle capacity rear	3,800 lbs.
Spring rating rear	3,800 lbs.	Tire/wheel capacity rear	3,800 lbs.

Off Road

Min ground clearance	9.4"	Loading floor height	34.9"
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Exterior Measurements

Vehicle body length	231.7"	Vehicle body width	79.9"
Vehicle body height	77.2"	Wheelbase	145.0"
Front brake diameter	13.8"	Cargo box length	66.0"
Rear brake diameter	13.8"	Cargo box min width	50.6"
Cargo box volume	52.8 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	5.5	Front track	67.9"
Rear track	67.9"	Vehicle turning radius	23.9'
Frame section modulus	5.2 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.6"		

Interior Measurements

Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.
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Interior Volume

Total passenger volume	131.9 cu.ft.
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Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
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Legroom

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Selected Equip & Specs (cont'd)

Leg room first-row	43.9"	Leg room second-row	43.6"
<i>Shoulder Room</i>			
Shoulder room first-row	66.7"	Shoulder room second-row	66.0"
<i>Hip Room</i>			
Hip room first-row	62.5"	Hip room second-row	62.6"

Powertrain

Engine

Engine	EcoBoost 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP	Valves per cylinder	4
Engine cylinders	V-6	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	3.5L	cc	213.3 cu.in.
Bore	3.64"	Stroke	3.41"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	400 HP@6000 RPM	Torque	500 lb.-ft.@3100 RPM
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Alternator

Alternator amps	240A	Alternator type	Heavy-duty alternator
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Battery

Battery amps	80Ah	Battery type	HD lead acid battery
Battery rating	800CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator
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Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769

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Price Level: 515 | Quote ID: FLWR25W1P

Selected Equip & Specs (cont'd)

Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission
Sequential shift control	SelectShift Sequential shift control		

Drive Type

4WD type	Automatic full-time 4WD	Drive type	Four-wheel drive
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Drivetrain

Axle ratio	3.31
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Exhaust

Tailpipe	Stainless steel single exhaust
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Fuel

Fuel type	regular unleaded
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Fuel Tank

Capless fuel filler	Easy Fuel capless fuel filler	Fuel tank capacity	25.99 gal.
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Drive Feature

Traction control	All-speed ABS and driveline traction control	Locking hub control	Auto locking hub control
Transfer case	Electronic transfer case shift	Rear locking differential	Driver selectable rear locking differential

Provisions

Provisions	Police/fire provisions
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Fuel Economy and Emissions

Fuel Economy

Secondary fuel type	Gasoline secondary fuel type	Fuel economy combined	19 mpg
Fuel economy city	17 mpg	Fuel economy highway	23 mpg
Fuel economy (city/highway/combined)	17 mpg/23 mpg/19 mpg	Fuel economy status	Previous year fuel economy status

Emissions

Emissions	LEV3-ULEV70 emissions	Emissions tiers	Tier 3 Bin 70 emissions
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Green Values

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2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: FLWR25W1P

Selected Equip & Specs (cont'd)

Energy Impact Score (Barrels per year)	17.3	Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	9.3
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Suspension and Handling

Suspension

Suspension	Off-road ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		

Driveability

Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake
ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist	Hill start assist	Hill control	Hill Descent Control
Brake assist system	Brake assist system		

Front Suspension

Front anti-roll	Heavy-duty front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Double wishbone front suspension		

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs
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Rear Spring

Springs rear	Rear leaf springs	Rear springs	Regular grade rear springs
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Rear Suspension

Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
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Steering

Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Steering type number of wheels	2-wheel steering system

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Prepared by: Ed Miller

05/12/2025

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: FLWR25W1P

Selected Equip & Specs (cont'd)

Exterior

Front Wheels

Front wheels diameter 18" Front wheels width 8.5"

Rear Wheels

Rear wheels diameter 18" Rear wheels width 8.5"

Front And Rear Wheels

Appearance none Material steel

Front Tires

Aspect 70 Diameter 18"
Sidewalls BSW Speed S
Tread AT Type LT
Width 265mm

Rear Tires

Aspect 70 Diameter 18"
Sidewalls BSW Speed S
Tread AT Type LT
Width 265mm

Body Exterior

Trailer

Towing class Class IV tow rating Towing hitch Trailer hitch
Towing wiring harness Trailer wiring harness Towing trailer sway Trailer sway control

Exterior Features

Box style Standard style pickup box Number of doors 4 doors
*Running boards Running boards Skid plate 3 underbody skid plates

Body

Body panels Aluminum body panels with side impact beams

Mirrors

*Turn signal in door mirrors Turn signal indicator in door mirrors

Spare Tire

Spare tire Full-size spare tire with steel wheel Spare tire location Crank-down spare tire

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Selected Equip & Specs (cont'd)

Tires

Front tires LT load rating C Rear tires LT load rating C

Wheels

Wheel covers Full wheel covers

Convenience

Technology

Built-in virtual assistant SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant

Door Locks

Door locks ... Power door locks with 2 stage unlocking

*** All-in-one key ... All-in-one remote fob and ignition key**

Tailgate control Power tailgate/rear door lock

*** Keyfob door locks ... Keyfob activated door locks**

Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror ... Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors

*** Heated door mirrors Heated driver and passenger side door mirrors**

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

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Selected Equip & Specs (cont'd)

Storage

Door bins front	Driver and passenger door bins	Door bins rear	Rear door bins
Number of beverage holders	6 beverage holders	Beverage holders	Front beverage holders
Beverage holders rear	Rear beverage holders	Glove box	Standard glove box
Instrument panel storage	Instrument panel bin	Dashboard storage	Dashboard storage

Windows Feature

One-touch up window	Driver and passenger one-touch up windows	One-touch down window ..	Driver and passenger one-touch down windows
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Windows Rear Side

Second-row windows ...	Power second-row windows
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Miscellaneous

Cabback insulator	Cabback insulator	PRND in IP	PRND in IP
Accessory power	Retained accessory power	Over the air updates	Over the air updates

Comfort

Climate Control

Climate control	Manual climate control	Cabin air filter	Cabin air filter
Rear under seat ducts	Rear under seat climate control ducts		

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
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Floor Trim

Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
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Second-Row Seat Trim

Rear seat upholstery	Vinyl rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery
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Steering Wheel

Steering wheel material	Urethane steering wheel	Steering wheel telescopic	Manual telescopic steering wheel
Steering wheel tilt	Manual tilting steering wheel		

Seats and Trim

Seat Capacity

Seating capacity	5
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Selected Equip & Specs (cont'd)

Front Seats

Driver seat direction	Driver seat with 8-way directional controls	Height adjustable driver seat	Power height adjustable driver seat
Driver seat fore/aft control	Power driver seat fore/aft control	Driver seat cushion tilt	Power driver seat cushion tilt
Passenger seat direction	Front passenger seat with 4-way directional controls	Split front seats	40-40 bucket front seat
Reclining passenger seat	Manual reclining passenger seat	Passenger seat fore/aft control	Manual passenger seat fore/aft control
Front head restraints	Height adjustable front seat head restraints	Front head restraint control	Manual front seat head restraint control
Reclining driver seat	Power reclining driver seat		

Rear Seats

Bench seats	Split-bench rear seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat
Rear seat folding position	Fold-up rear seat cushion	Rear head restraints	Height adjustable rear seat head restraints
Rear head restraint control	Manual rear seat head restraint control	Number of rear head restraints	3 rear seat head restraints

Lumbar Seats

Driver lumbar	Driver seat with 2-way power lumbar
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Front Seat Trim

Front seat upholstery	Cloth front seat upholstery	Front seatback upholstery	Cloth front seatback upholstery
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Interior Accents

Interior accents	Chrome interior accents
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Gearshifter Material

Gearshifter material	Urethane gear shifter material
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Entertainment Features

Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row displays	2 total number of 1st row displays
Primary display size	12 inch primary display		

Radio Features

External memory	SYNC 4 external memory control	Seek scan	Seek scan
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Selected Equip & Specs (cont'd)

RDS	Radio data system (RDS)	Internet radio capability	Internet radio capability
<i>Speakers</i>			
Speakers	Standard grade speakers	Speakers number	6
<i>Audio Features</i>			
Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

<i>Instrumentation</i>			
Trip odometer	Trip odometer	Instrumentation display	Analog instrumentation display
<i>Instrumentation Displays</i>			
Speedometer	Redundant digital speedometer	Temperature display	Exterior temperature display
Clock	In-radio display clock	Compass	Compass
<i>Instrumentation Gauges</i>			
Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Voltmeter	Voltmeter
Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	Gauge cluster display size (inches)	4.00
Engine hour meter	Engine hour meter		
<i>Instrumentation Warnings</i>			
Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning
<i>Glass</i>			
Tinted windows	Light tinted windows		
<i>Headlights</i>			
Headlights	LED low and high beam headlights	Headlight type	Reflector headlights

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Selected Equip & Specs (cont'd)

Auto headlights Ford Co-Pilot360 - Autolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Front Windshield

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Ambient lighting Ambient lighting

Variable panel light... Variable instrument panel light

Lights

Running lights Daytime running lights
High mount stop light... High mounted center stop light

Interior courtesy lights... Fade interior courtesy lights
Pickup box cargo light..... Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration..... SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 1 USB port

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag
Front impact airbag passenger Passenger front impact airbag
Front side impact airbag passenger..... Seat mounted side impact front passenger airbag
Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Number of airbags 6 airbags
Front side impact airbag driver Seat mounted side impact driver airbag
Occupancy sensor Airbag occupancy sensor

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Height adjustable seatbelts... Front height adjustable seatbelts

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Selected Equip & Specs (cont'd)

Seatbelt pretensioners . . . Front seatbelt pretensioners

Seatbelt pretensioners number 2 seatbelt pre-
tensioners

Security System

* Remote panic alarm Remote panic alarm

Vehicle tracker Fleet Telematics Modem vehicle
tracker

Security system Security system

Active Driving Assistance

Lane departure Ford Co-Pilot360 - Lane-Keeping
Assist
Forward collision warning Forward collision mitigation
with pedestrian impact prevention
Pedestrian detection Ford Co-Pilot360 - Pre-Collision
Assist with Pedestrian Detection

Blind spot BLIS with Trailer Tow Coverage blind spot
warning
Rear collision warning Ford Co-Pilot360 - Reverse
Brake Assist collision mitigation

Cameras

Rear camera Ford Co-Pilot360 - Reverse Camera
rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control system
with anti-rollover

Parking Sensors

Parking sensors Reverse Sensing System rear
parking sensors

Occupant Safety

Child door locks . . . Manual rear child safety door locks



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Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 10/1/2025
 Suggested Vendor: Chastang Ford
 Contact (if known): Ed Miller
 Address (if available): 6200 N. Loop East
Houston, TX 77026
 Phone/Fax: _____



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Fire and Emergency Services

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$ 70,964	2	2025 Ford F150 Crew Cab base price	\$ 25,976.00	\$ 51,952.00
VERF		2	Options to include	\$ 46,790.00	\$ 93,580.00
VERF		2	Siddons upgrade to options package	\$ 6,800.00	\$ 13,600.00
VERF		2	2025 price increase from original quote	\$ 2,320.00	\$ 4,640.00
VERF Total	\$ 70,964	2		\$ 81,886.00	\$ 163,772.00
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 163,772.00

Name/Phone Ext.: Peggy Durbin ext 6205
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 61000-08 & 60000-03
 Spec Name: F150 Responder x2

APPROVALS:
 Fleet Manager: Bill Sterner
 Bid/Solicitation #: _____
 Co-Op/Contract #: BuyBoard #724-23

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



Bid Award Recommendation

Date: 11/6/2025 VERF FY 25-26

Description: **New Ford F150 Responder Pick-ups with Siddons Emergency Vehicle Upfit**

Qty.: 2

Replaces: 60000-03 and 61000-08, Both 2019 Chevrolet Tahoe's - Fire

Bidder: Chastang Enterprises DBA Chastang Ford, Ed Miller 713-678-5007,
emiller@chastangautogroup.com

Item: 2 – New Ford F150 Responder Pick-ups with Siddons Emergency Vehicle Upfit

Total Cost of Vehicles, Equipment & Installation:

\$163,772.00

It is Fleet Services recommendation to award the bid to **Chastang Ford** in the amount of **\$163,772.00** utilizing the **BuyBoard Cooperative Contract # 724-23**

Fleet Services Manager

11/6/2025

Date



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

DATE: November 17, 2025
FROM: Jose Mendez, Director of Information Technology
ITEM: **Consider approval of the purchase of Backup and Disaster Recovery Solution through FreeIT's TX DIR Contract DIR-CPO-5330 in the amount of \$528,172.80.**

BACKGROUND: The Town of Flower Mound has end-of-life equipment purchased in 2017 for backup and disaster recovery. Current capacity limits have led departments to adopt fragmented backup methods. Critical datasets are currently unprotected due to hardware limitations. A modern, integrated solution will reduce recovery times, improve storage efficiency, expand backup coverage, and allow for defined recovery point and time objective policies. Performance will be tracked and reviewed quarterly to ensure resilience and readiness in the event of a disaster. The three year total is \$528,172.80, first year includes one-time hardware and professional services for \$249,171.60, year two is \$139,500.60 and third year is \$139,500.60

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$528,172.80

Proposed Expenditure/(Revenue)

\$96,921

\$12,750

\$139,500.60

Account Number(s):

100-655-59100-2180

100-655-59100-5110

100-655-59100-5130

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. Quote

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

Town of Flower Mound

Jose Mendez
2121 Cross Timbers Rd
Flower Mound, TX 75028-2602
Ph: (972) 874-6051
Jose.Mendez@FlowerMound.gov

Quote Number: 61068370

Quote Date: 11/7/2025

Expiration Date: 12/7/2025

Freeit Data Solutions, Inc.

P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact:	Leslie Spinks
(512) 818-9650	Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Cohesity Turnkey Solution - 3yr Contract - Annual Payments				
Hardware - Year 1				
1	C5212S-25G-4	C5212S-25G FOUR (4) NODE BLOCK WITH 144 TB SECURE ERASE HDD, 6.4 TB PCI-E FLASH, 512 GB RAM, 16X 25GBE SFP28 PCIE, 4X IPMI; HARDWARE ONLY	\$37,397.25	\$37,397.25
8	CBL-25G-SFP28-003	Cable, 25G, SFP28, Twinax, 3m	\$59.40	\$475.20
1	CNG3-25G-2	CNG3-25G TWO (2) NODE BLOCK WITH 512 GB RAM, 8X 25GBE SFP28 PCIE, 2X IPMI; HARDWARE ONLY	\$20,938.50	\$20,938.50
4	CBL-25G-SFP28-003	Cable, 25G, SFP28, Twinax, 3m	\$59.40	\$237.60
1	C5212S-25G-4	C5212S-25G FOUR (4) NODE BLOCK WITH 144 TB SECURE ERASE HDD, 6.4 TB PCI-E FLASH, 512 GB RAM, 16X 25GBE SFP28 PCIE, 4X IPMI; HARDWARE ONLY	\$37,397.25	\$37,397.25
8	CBL-25G-SFP28-003	Cable, 25G, SFP28, Twinax, 3m	\$59.40	\$475.20
Hardware Support - Year 1				
1	CS-P-C5212S-25G-4	PREMIUM (24X7) SUPPORT FOR C5212S-25G-4. SUBJECT TO THE SUPPORT MAINT T&C. ANNUAL PRICE.	\$4,079.70	\$4,079.70
1	CS-P-CNG3-25G-2	PREMIUM (24X7) SUPPORT FOR CNG3-25G-2. SUBJECT TO THE SUPPORT MAINT T&C. ANNUAL PRICE.	\$2,284.20	\$2,284.20
1	CS-P-C5212S-25G-4	PREMIUM (24X7) SUPPORT FOR C5212S-25G-4. SUBJECT TO THE SUPPORT MAINT T&C. ANNUAL PRICE.	\$4,079.70	\$4,079.70
Software - Year 1				
60	HYB-DATACLOUD-ENTERPRISE	Cohesity Data Cloud "Enterprise" edition (per BETB). Includes backup and recovery for on-prem and cloud workloads, advanced threat scanning, data classification, and recovery orchestration capabilities. Pre-paid subscription. Premium support.	\$1,037.71	\$62,262.60
60	SVC-REPLICA	Cohesity Replica or Retention Service Subscription (1 TB). Includes ability to replicate data backed up using DataProtect service to another Cohesity cluster. Subscription per backend TB.	\$501.24	\$30,074.40
850	SAAS-MBS-50G-AZURE	COHESITY M365 BACKUP STORAGE (1 USER) ON AZURE DATA PLANE. BACKUP AND RECOVERY OF M365 WORKLOAD. UP TO 50 FEGB PER USER. PRE-PAID SUBSCRIPTION PER USER. PREMIUM SUPPORT.	\$43.20	\$36,720.00
Hardware Support - Year 2				
1	CS-P-C5212S-25G-4	PREMIUM (24X7) SUPPORT FOR C5212S-25G-4. SUBJECT TO THE SUPPORT MAINT T&C. ANNUAL PRICE.	\$4,079.70	\$4,079.70
1	CS-P-CNG3-25G-2	PREMIUM (24X7) SUPPORT FOR CNG3-25G-2. SUBJECT TO THE SUPPORT MAINT T&C. ANNUAL PRICE.	\$2,284.20	\$2,284.20
1	CS-P-C5212S-25G-4	PREMIUM (24X7) SUPPORT FOR C5212S-25G-4. SUBJECT TO THE SUPPORT MAINT T&C. ANNUAL PRICE.	\$4,079.70	\$4,079.70
Software - Year 2				
60	HYB-DATACLOUD-ENTERPRISE	Cohesity Data Cloud "Enterprise" edition (per BETB). Includes backup and recovery for on-prem and cloud workloads, advanced threat scanning, data classification, and recovery orchestration capabilities. Pre-paid subscription. Premium support.	\$1,037.71	\$62,262.60



Contract No: DIR-CPO-5330
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

Town of Flower Mound

Jose Mendez
 2121 Cross Timbers Rd
 Flower Mound, TX 75028-2602
 Ph: (972) 874-6051
 Jose.Mendez@FlowerMound.gov

Quote Number: 61068370
Quote Date: 11/7/2025
Expiration Date: 12/7/2025

Freeit Data Solutions, Inc.

P.O. Box 1572
 Austin, TX 78767
 PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
 (512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
60	SVC-REPLICA	Cohesity Replica or Retention Service Subscription (1 TB). Includes ability to replicate data backed up using DataProtect service to another Cohesity cluster. Subscription per backend TB.	\$501.24	\$30,074.40
850	SAAS-MBS-50G-AZURE	COHESITY M365 BACKUP STORAGE (1 USER) ON AZURE DATA PLANE. BACKUP AND RECOVERY OF M365 WORKLOAD. UP TO 50 FEGB PER USER. PRE-PAID SUBSCRIPTION PER USER. PREMIUM SUPPORT.	\$43.20	\$36,720.00
Hardware Support - Year 3				
1	CS-P-C5212S-25G-4	PREMIUM (24X7) SUPPORT FOR C5212S-25G-4. SUBJECT TO THE SUPPORT MAINT T&C. ANNUAL PRICE.	\$4,079.70	\$4,079.70
1	CS-P-CNG3-25G-2	PREMIUM (24X7) SUPPORT FOR CNG3-25G-2. SUBJECT TO THE SUPPORT MAINT T&C. ANNUAL PRICE.	\$2,284.20	\$2,284.20
1	CS-P-C5212S-25G-4	PREMIUM (24X7) SUPPORT FOR C5212S-25G-4. SUBJECT TO THE SUPPORT MAINT T&C. ANNUAL PRICE.	\$4,079.70	\$4,079.70
Software - Year 3				
60	HYB-DATACLOUD-ENTERPRISE	Cohesity Data Cloud "Enterprise" edition (per BETB). Includes backup and recovery for on-prem and cloud workloads, advanced threat scanning, data classification, and recovery orchestration capabilities. Pre-paid subscription. Premium support.	\$1,037.71	\$62,262.60
60	SVC-REPLICA	Cohesity Replica or Retention Service Subscription (1 TB). Includes ability to replicate data backed up using DataProtect service to another Cohesity cluster. Subscription per backend TB.	\$501.24	\$30,074.40
850	SAAS-MBS-50G-AZURE	COHESITY M365 BACKUP STORAGE (1 USER) ON AZURE DATA PLANE. BACKUP AND RECOVERY OF M365 WORKLOAD. UP TO 50 FEGB PER USER. PRE-PAID SUBSCRIPTION PER USER. PREMIUM SUPPORT.	\$43.20	\$36,720.00
Services - Year 1				
1	FDS-SMTSRT	Freeit Smart Start Installation	\$12,750.00	\$12,750.00

List Total:	\$987,302.00
DIR Discounted Total:	\$887,821.80
Shipping and Tax not applicable:	\$0.00
Additional Discount:	(\$359,649.00)
Three Year Total:	\$528,172.80
Year 1 Payment:	\$249,171.60
Year 2 Payment:	\$139,500.60
Year 3 Payment:	\$139,500.60

Customer Signature of Acceptance

Date

PO#

By signature or issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-cpo-5330> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.



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

DATE: November 17, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of concrete removal and replacement services from F&F Concrete Construction, LLC, for work associated with the Lakeside Parkway Panel Replacement project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$3,095,969.20.**

BACKGROUND: On August 21, 2023, the Town Council approved the annual unit bid contract No. 2023-56-A for Concrete and Drainage Improvement Services to Apex Concrete Construction, F&F Concrete, and Quick Set Concrete. This contract allows for various construction activities related to pavement and drainage improvements and sets unit bid prices for these services.

Staff would like to utilize this contract for the Lakeside Parkway Panel Replacement Project as identified on the capital improvement plan. The project includes replacing multiple deteriorating concrete panels along Lakeside Parkway from Long Prairie Road to Town Limits. F&F Concrete Construction has an excellent history with the Town for concrete road construction and is available for this project. Town staff has verified F&F Concrete project cost estimate based on contract 2023-56-A Concrete and Drainage Improvement Service.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: A decision not to approve would limit the number of concrete panels to be replaced and lead to faster deterioration of the roadway.

FISCAL IMPACT: \$3,095,969.20

Proposed Expenditure/(Revenue)
\$3,095,969.20

Account Number(s):
316-560-78049-6160

LEGAL REVIEW: N/A

ATTACHMENTS:

1. F&F Estimate

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

F & F Concrete, LLC

P.O. Box 1592

Rowlett, Texas 75030-1592

Phone #	Fax #
972-202-9202	469-304-0399

Proposal

Date	Estimate #
11/3/2025	7829

Name / Address
Town of Flower Mound Account Payable 2121 Cross Timbers Road Flower Mound, Texas 75028

Project

Description	Cost	Qty		Total
Location: Lakeside Pkwy from Long Prairie Rd to Patriot Dr Flower Mound, Texas Contact Person: Keith Gabbard Concrete and Drain Improvement Services 2023-56A				
(33) Cut and Remove 6"-8" reinforced Concrete Pavement w/without curb - 11215.39 SY	34.65	11,215.39		388,613.26
(44) Install 6" reinforced integral curb - 2863 LF	11.00	2,863		31,493.00
(76) Install geogrid Tensar NX750 - 11650 SY	11.28	11,650		131,412.00
(84) Flexbase, install and compact 10" - 3140.31 CY	103.40	3,140.31		324,708.05
Place 12" concrete pavement 4200 PSI - 11056.34	133.68	11,056.34		1,478,011.53
Excavate 14" Dirt - 11215.39 SY	41.04	11,215.39		460,279.61
Subtotal				2,814,517.45
10% Contingency	10.00%		1	281,451.75
Subtotal				3,095,969.20

Signature: _____

Total

\$3,095,969.20



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

DATE: November 17, 2025

FROM: Claire Barnes, Senior Planner

ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD25-0003 – Southgate PD-134 Text Amendment) to amend Planned Development No. 134 with both non-residential and residential uses, by modifying SG-M1 standards pertaining to block standards, Subsection 3.5, and thoroughfare standards. The property is generally located west of Gerault Road and north of International Parkway. (PZ recommended approval by a vote of 4 to 3 at its November 10, 2025, meeting)**

BACKGROUND:

- Size – Lot 1, Block A (approximately 4.258 acres), Lot 2, Block A (approximately 3.915 acres), Lot 3, Block A (approximately 2.858 acres), and Lot 4X, Block A (approximately 2.107 acres).
- Existing Zoning – Planned Development No. 134 with combined uses. Subject sites are located within the SG-M1 subzone.
- Original Modification Request –
 - Add a new street section for Street E to allow 90-degree parking as current options do not permit 90-degree parking. (The Town Code allows angled and 90-degree parking for commercial developments.)
 - Clarify that Street E and Street B are to be installed as easements instead of Right-of-Way.
 - Remove Street F as a required street and allow it to be dedicated as an easement.
 - Remove the requirement for Street C to connect the SG-R2 (existing residential neighborhood) and SG-M1 subzones. This modification is in line with the Town Code which does not allow connection between residential and commercial properties. The applicant is also including text to clarify that a screening wall is not required between SG-R2 and the eastern SG-M1 subzones.
 - Remove the connection of Street E to the western [PD-181](#) property due to changes on the western site that render said connection unnecessary.
 - Correct fire lane size to meet fire code requirements.
 - Clarify standards that would allow the sidewalk connection between SG-R2 to SG-M1 subzones to follow Gerault Road.
 - Update orientation of parking – The applicant is requesting to allow parking adjacent to open space areas in both eastern and western portions of SG-M1 due to site constraints.
 - Modify block standards — The applicant is requesting to eliminate the maximum block length for SG-M1, which is noted as 800 feet in the PD standards. The Town code does not require a maximum block length outside of meeting Fire code requirements, and it is not possible for this subzone to exceed a block length of 800 feet, due to the street that has already been constructed.

- Remove the restriction of no parking within 60-feet of the block corner and revise the language to state that parking is allowed within 60-feet of a building corner.

- 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 moved to recommend approval by a vote of 4 to 3 at its November 10, 2025, meeting. P&Z recommended approval of the request with the following modifications:

- No parking adjacent to open space.
- Any parking within 60' of a block corner must meet fire code standards.

The applicant indicated that they were agreeable to the conditions; however, updated exhibits have not been received reflecting these revisions. If Town Council chooses to approve the ordinance with the same conditions, updated exhibits would be required.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

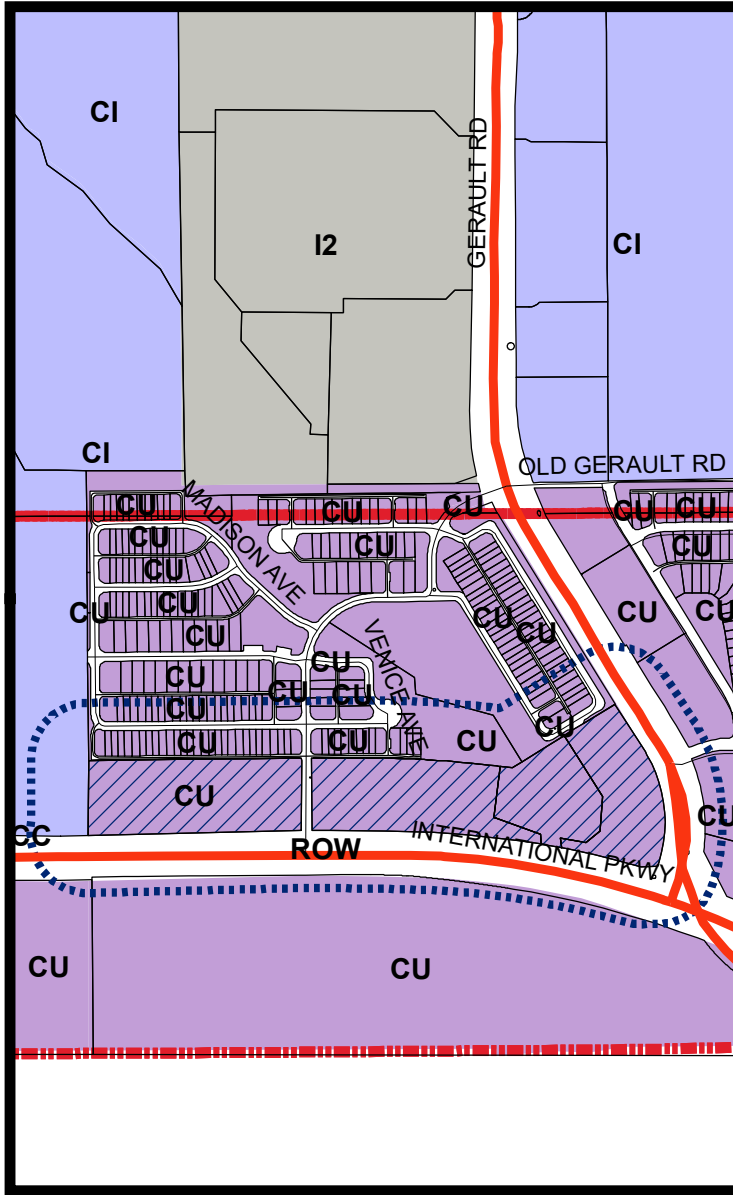
ATTACHMENTS:

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

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

Vicinity Map

ZPD25-0003: Southgate PD-134 Text Amendment



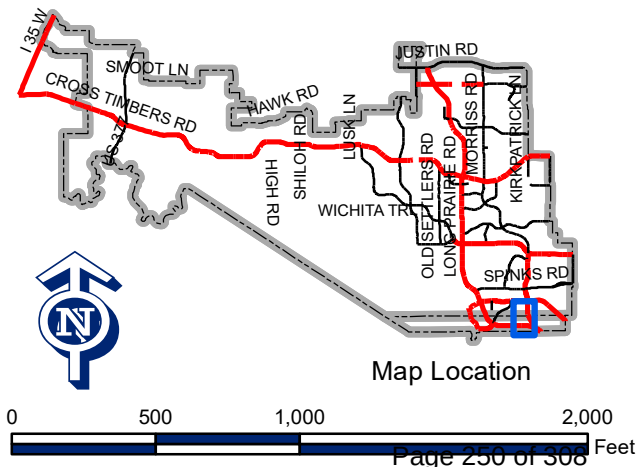
LEGEND

Campus Industrial
 *Combined Uses-See Ordinance
 Industrial 2

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.



TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT NO. 134 (PD-134), AS ESTABLISHED AND LATER AMENDED BY ORDINANCE NOS. 25-15 AND 30-17, ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 13.138 ACRES OF LAND AND BEING ALL OF LOTS 1, 2, 3, AND 4X, BLOCK A OF THE SOUTHGATE COMMERCIAL NORTHWEST TRACT ADDITION BY AMENDING EXHIBIT "B," "DEVELOPMENT STANDARDS," OF ORDINANCE NO. 25-15 TO MODIFY DEVELOPMENT STANDARDS GOVERNING STREETS, BLOCKS, AND PARKING REGULATIONS CONTAINED IN TABLE 3.2, "DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE," SUBSECTION 3.5, "STANDARDS FOR SG-M1 ZONE," AND SECTION 4, "THOROUGHFARE STANDARDS," IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 13.138 acres of land and being all of Lots 1, 2, 3, and 4X, Block A of the Southgate Commercial Northwest Tract Addition (the "Property") have filed an application for a Zoning Planned Development amendment to amend Planned Development District No. 134 (PD-134), as established and later amended by Ordinance Nos. 25-15 and 30-17; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on November 10, 2025, and the Town Council of the Town held a public hearing on November 17, 2025, with respect to the proposed Zoning Planned Development 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 Planned Development amendment on the Property; and,

WHEREAS, the Town Council finds that amendment of Planned Development District No. 134 (PD-134), as established and later amended by Ordinance Nos. 25-15 and 30-17, as outlined herein is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

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

Approximately 13.138 acres of land, being all of Lots 1, 2, 3, and 4X, Block A of the Southgate Commercial Northwest Tract Addition.

Table 3.2, "Development Standards & Bulk Regulations Table"; Subsections C, E, F, and G of Subsection 3.5, "Standards for SG-M1 Zone," of Section 3, "Zone Standards"; and Subsections A, B, and C of Section 4, "Thoroughfare Standards," of Exhibit "B," "Development Standards," to Ordinance No. 25-15 are 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 and in the exhibit(s) attached hereto, as well as the applicable regulations contained in Planned Development District No. 134 (PD-134), as established and later amended by Ordinance Nos. 25-15 and 30-17; 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 of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY OF NOVEMBER, 2025.

APPROVED:

Cheryl Moore, MAYOR

ORDINANCE NO. _____

PAGE 4

ATTEST:

Traci Henderson, TOWN SECRETARY

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

	SG-R1	SG-R2	SG-M1	SG-M2	SG-C1	SG-C2	TOTAL	
SECTION 3: Zone Standards								
Estimated Area (acres)	15.6	33.4	14.9	7.0	30.9	6.3	108.1	
Minimum Area	0	25	10	4	30	5		
Maximum Area	19	35	25	10	31	25		
Maximum Dwelling Units	Total of all zones may not exceed 475 dwelling units							475 Maximum
Block Standards								
Block Dimensions								
Maximum Length of Block Face	800'	800'	NA	NA	NA	800'		NOTE 1; NOTE 5
SECTION 4: Thoroughfare Standards								
					See Section 4 for specific vehicular and pedestrian thoroufare standards			
SECTION 5: Open/Civic Space Standards								
Minimum Open Space: %	10%	10%	5%	5%	5%	5%	7.27%	NOTE 3; NOTE 4
Surplus open space area in any zone may be applied to required minimum areas in other zones								
Minimum Park Amennities	(Numbers below represent parks or portions of parks defined in Section 5)							
CENTRAL PARK	0	0	1	0	0	0	1	
NEIGHBORHOOD PARK	1	1	0	0	0	0	2	2 Pocket Parks= 1 Neighborhood Park
POCKET PARK	1	1	0	1	0	0	3	2 Pocket Parks= 1 Neighborhood Park
LINEAR PARK	0	0	0	0	0	0	0	
PRESERVE	0	1	0	0	0	0	1	
PLAZA	0	0	0	0	0	0	0	
BUFFER FRONT	0	0	1	1	1	1	4	
BUFFER REAR	0	0	0	0	0	0	0	
GENERAL OPEN SPACE	0	0	0	0	0	0	0	
TOTALS	2	3	2	2	1	1	11	
SECTION 6: Parking Standards								
On-street Parking								
Parallel	P	P	P	P	P	P		
Angled	NA	P	P	P	P	P		
Parking Lane Width								
Parallel	8	8	8	8	8	8		Back of Curb to Travel Lane
Angled	18	18	18	18	18	18		Back of Curb to Travel Lane
Off-Street Parking								
Mandatory cross-access easement required	no	no	yes	no	yes	yes		
Min Parking Stall	9 x 18	9 x 18	9 x 18	9 x 18	9 x 18	9 x 18		
Drive Aisle width	NA	24'	24'	24'	24'	24'		
Off Street Loading	Shall comply with Section 82-83 of the Town LDR							
Screening	Shall comply with Division 3 Article V of the Town LDR Land							
Landscaping	Shall comply with Division 2 Article V of the Town LDR							
Lighting	Shall comply with Section 82-275 of the Town LDR							

Note 1: The minimum and maximum Block Face dimension shall be measured as the continuous lot frontage, uninterrupted by streets or open space.

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

Note 3: Open Spaces shall be dedicated to a Property Owners' Association for maintenance

Note 4: See Open Space Standards for definitions of qualifying Open Space

Note 5: See additional restrictions in the individual Zone Standards

C. SG-M1 (WESTERN PORTION) ZONE ARTERIAL FRONTAGE STANDARDS

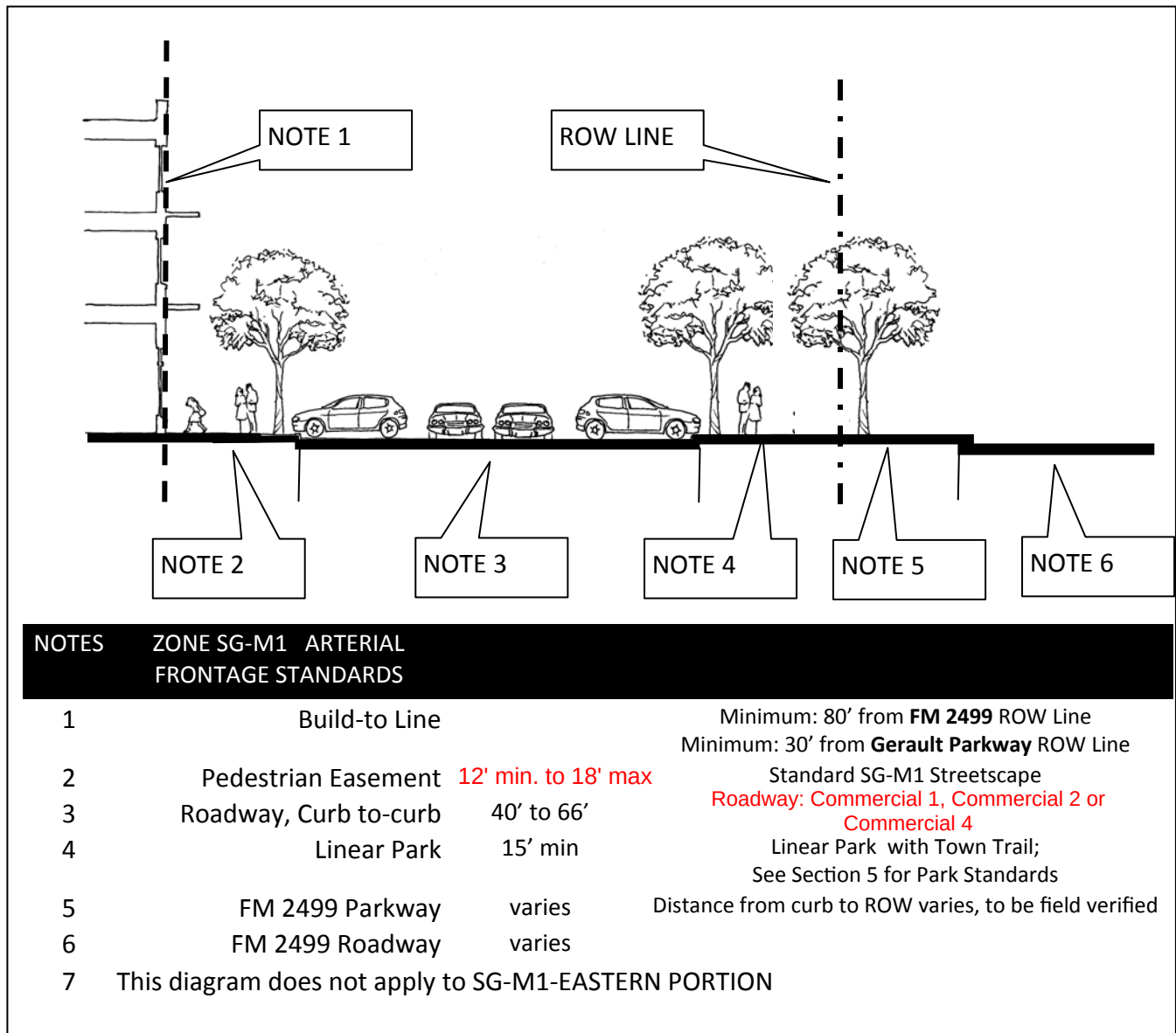


FIGURE 3.5.2 SG-M1 Arterial Frontage Components

D. SG-M1 LOT STANDARDS

1. The SG-M1 lot standards do not require a minimum area. Lot Standards require that buildings are located on the perimeter of the block, adjacent to the Pedestrian Easement.
2. Table 3.5.1 summarizes the SG-M1 Lot Standards

TABLE 3.5.1 Lot Standards SG-M1 Lots

LOT STANDARDS	COMMERCIAL OR MIXED USE LOTS
MIXED USE LOTS	
MIN WIDTH	NA
MIN DEPTH	NA
MIN AREA	NA
MAX COVERAGE	100%
FRONT BUILD-TO LINE	0'
MINIMUM SIDE SETBACK	0'
MIN REAR SETBACK	0'
PERMITTED ENCROACHMENTS INTO PEDESTRIAN EASEMENTS	
BALCONIES	6'
AWNINGS	6'
SIGNAGE	4'
ROOF OVERHANG	4'
ENCLOSED OR SCREENED BALCONY	0'
FOUNDATIONS	PERMITTED, BELOW GRADE
BAY WINDOWS	2' GROUND FLOOR, AND 4' UPPER FLOORS
FENCING	YES, restaurants only
SIDEWALK DINING	YES
DAILY SIDEWALK DISPLAY	YES
PARKING	NO
MECHANICAL EQUIPMENT	NO
DUMPSTERS	NO
LOADING AREAS	NO

E. SG-M1 BLOCK STANDARDS

1. The SG-M1 Zone permits dwelling units on the second floor and above, but not on the ground floor. Commercial uses are permitted on all floors.
2. A single block may contain both dwelling units and commercial uses without buffers.
3. Primary building entrances must be accessible from the sidewalk.
4. Table 3.5.2 summarizes the SG-M1 Block Standards

TABLE 3.5.2 Block Standards SG-M1 Blocks

BLOCK STANDARDS	COMMERCIAL OR MIXED USE BLOCKS
PERMITTED ROADWAY TYPES	Commercial 1 Comm 1 w Median* Commercial 2 Comm 2 w Median* Commercial 4 Local 1 Local 1 w Median* One Way Streets
PERMITTED ALLEY TYPES	Commercial Alley or Commercial 3 P.E. 4
PEDESTRIAN EASEMENT TYPE	
MINIMUM BLOCK LENGTH	120'
MAXIMUM BLOCK LENGTH	None
TREE SPECIES FOR STREET TREES	See Section 5
MAX BLOCK GAP FOR SIDEWALK	20'
MAX BLOCK GAP FOR DRIVEWAY	40'
MAX GAP FOR PARKING LOT	NOT PERMITTED
BLOCK CORNER	Bulb-out required where on-street parking is permitted
MAX BUILDING LENGTH	400'

PLANNED DEVELOPMENT BOUNDARY SETBACKS

MINIMUM BUILDING SETBACK FROM PD BOUNDARY	25'
MINIMUM PARKING LOT SETBACK FROM PD BOUNDARY	10'
MINIMUM ALLEY OR ROADWAY SETBACK FROM PD BOUNDARY	0'

E. SG-M1 BLOCK STANDARDS, CONTINUED

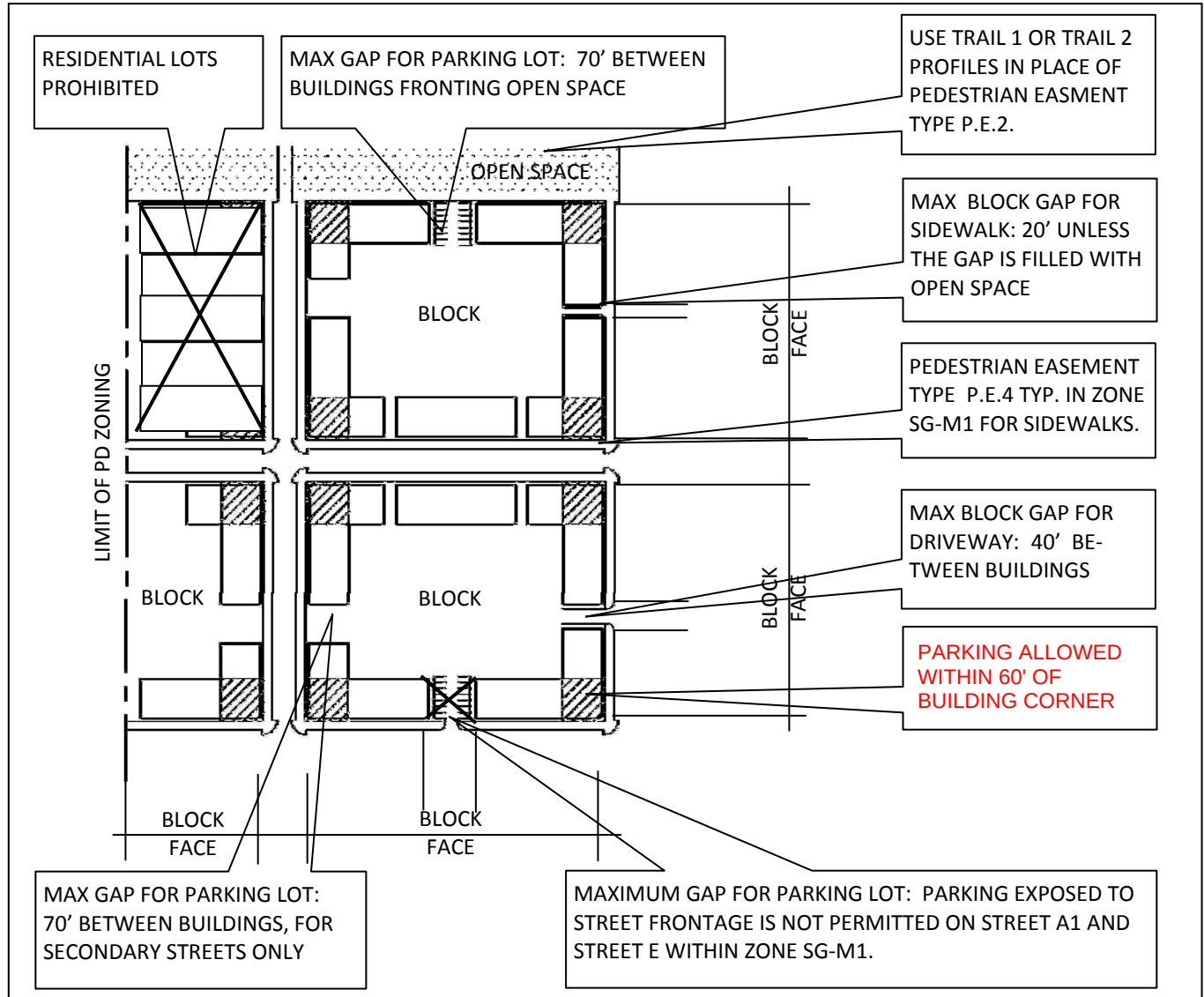


FIGURE 3.5.3 SG-M1 Block Components

F. SG-M1 ZONE STANDARDS, WESTERN PORTION

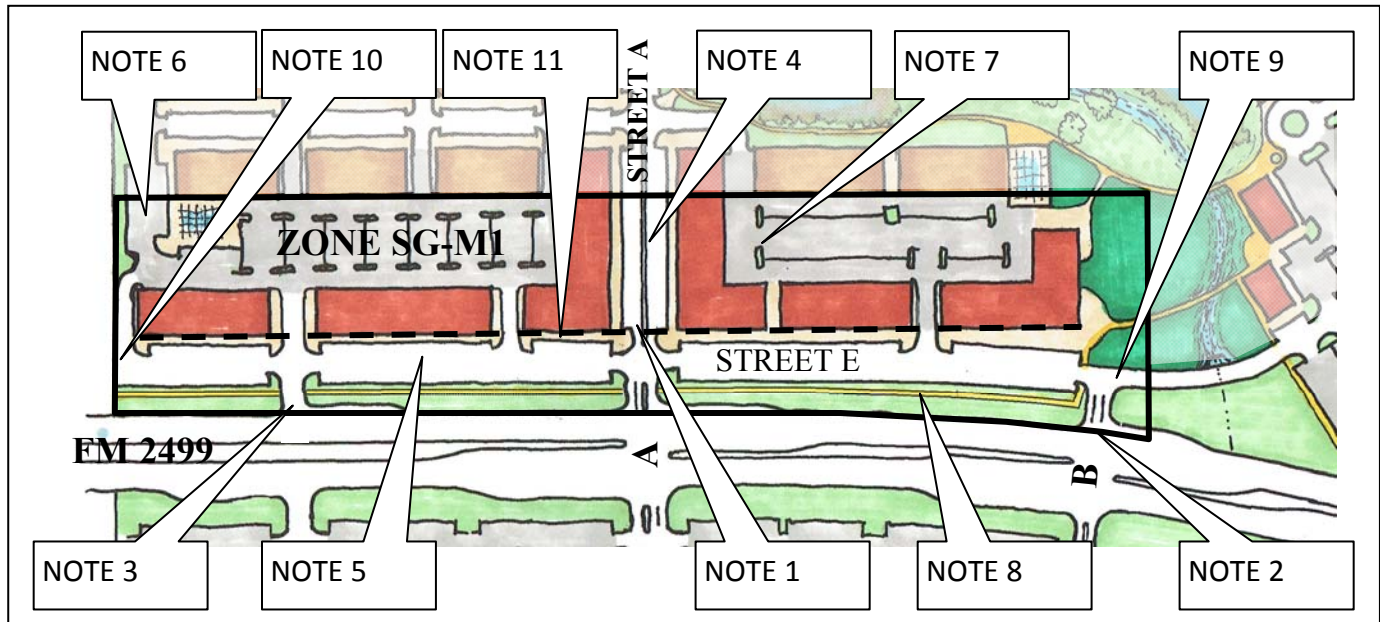


FIGURE 3.5.4 Zone SG-M1, western portion

1. The primary entrance to Street A shall align with the existing median break and shall be designed to allow internal vehicular movements to the left, right or straight upon entry.
2. A secondary entry shall be added, subject to approval by the Authorities having Jurisdiction, at an additional median break located approximately midway between the existing median break and the intersection with Gerault Parkway. This entry is referred to as Street B in the Thoroughfare Plan.
3. A third entry may be added allowing a right-in/right out vehicular turning movement, west of Street A intersection. This shall be an access easement and not required to be in the Thoroughfare Plan.
4. Street E shall run roughly perpendicular to Street A and shall also require a commercial street section identified in Section 4.
5. Parking is limited to on-street parking between the Build-to Line and the Arterial.
6. A secondary street connection to the SG-R2 zone to the north is permitted, but not required.
7. Parking shall be located internally within the block and shall comply with the lot and block standards. See Section 6, Parking Standards, for more information on parking.
8. Provide a Linear Park in compliance with Section 5 Park Standards. The Park shall include the segment of the Town trail. Trail alignment shall be coordinated with required drainage, roadway and open space improvements.
9. Street E shall connect to Street B and to the eastern portion of Zone SG-M1.
10. No connection of Street E to the property to the west shall be required.
11. Location of the Build-to Line, See Figure 3.5.2.
12. On this lot only, buildings shall be allowed to have parking between the buildings and the park area due to the constraints of the site depth.

G. SG-M1 (EASTERN PORTION) BLOCK AND ZONE STANDARDS

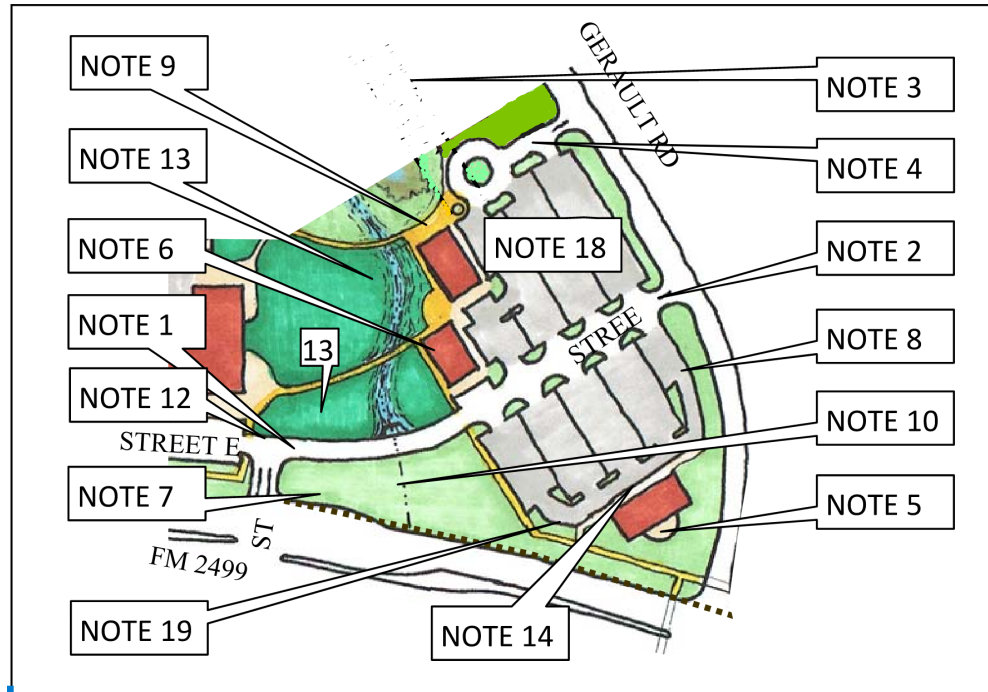


FIGURE 3.5.5 Zone SG-M1 Eastern Portion

1. The entrance to the SG-M1 Zone from the west shall be via Street E.
2. The entrance from southbound traffic on Gerault into the SG-M1 Zone shall be a right-in/right-out movement into Street E, **exact location per engineering standards.**
3. **No connection required to Zone SG-R2, curb install required**
4. An additional right-in/right-out access from southbound Gerault shall be **permitted, any access point from SG-M1 to Gerault Road must be 360 feet from any other intersection or access drive.**
5. Any building located on the hard corner of Gerault and FM 2499 shall require a design appropriate to the highly visible and landmark location. No parking shall be permitted within 100' of the corner of the ROW' lines of Gerault and FM 2499.
6. **On this lot only, buildings shall be allowed to have parking between the buildings and the park area due to the constraints of the site shape.**
7. Provide a linear park that includes the regional Town Trail along FM 2499, provided the alignment is coordinated with detention, roadway and open space requirements.
8. Parking lots may be exposed to view in the eastern portion of Zone SG-M1 along the Gerault and FM 2499 except within 100' of the hard corner.
9. Provide a sidewalk that connects the SG-R2 zone, to the SG-M1 Zone **that follows the grade used for the roadway design.**
10. Coordinate the alignment of the trail with any detention, roadway and open space improvements.
11. Zone SG-M1 may use any of the roadway types herein, or may use another roadway section provided the Town Manager deems the proposed roadway appropriate.
12. Street E intersects with Street B.
13. The proposed park shall be the central open space. The central open space may be required to include detention and/or fill of the existing riparian habitat. See Section 5 for required features and amenities of the Central Park.
14. A tree space is not required but trees, approximately 36' on center between any building and the adjacent parking lots, are required.
15. Sidewalks are not required to conform to a Pedestrian Easement type, and are not required to be continuous.
16. The Setback and Build-to Line is not applicable.
17. The finished floor elevation at any entry is not required to match grade, subject to applicable ADA regulations.
18. The Parking Areas shall be developed, to the extent possible, as a shared parking lot, rather than as pad sites with ascribed parking spaces to specific businesses.
19. The parking lot may be located adjacent to the Linear Park without any additional setback.
20. **No physical screen wall shall be required between SG-M1 (Eastern Portion) and SG-R2.**

SECTION 4: THOROUGHFARE STANDARDS

A. GENERAL

1. The Thoroughfare standards consist of a proposed street network and permitted street sections.
2. The street locations are not fixed by dimension, but are required connections. The locations may be adjusted within the limits prescribed in the Zone Standards.
3. Proposed curb cuts and median breaks are incorporated into the proposed Regulating Plan Street Network.
4. Streets shall be dedicated to the Town upon completion and acceptance by the Town.
5. The curb cut at Gerault Parkway and Street A2 shall align with the existing median break.
6. Street H and Street I are optional.
7. **Street B and Street E are allowed to be dedicated as an easement in SG-M1 only.**
8. Up to 3 curb cuts for right-in/right-out movements are permitted on each side of Gerault Rd.
9. Additional streets may be added within the blocks defined by the proposed street network. The proposed network constitutes the minimum connectivity.
10. Additional streets may use any of the street sections defined in this section, subject to a public safety review.
11. Medians may be added to any street section subject to a safety review by the Fire Marshall. If the median is wider than 20' it shall be designated a common area lot.
12. One-Way streets are permitted provided that the roadway section is approved for the specific location by the Fire Marshall.
13. Adjustments to the Curb-to-curb width may be permitted provided they are minor and do not compromise public safety.

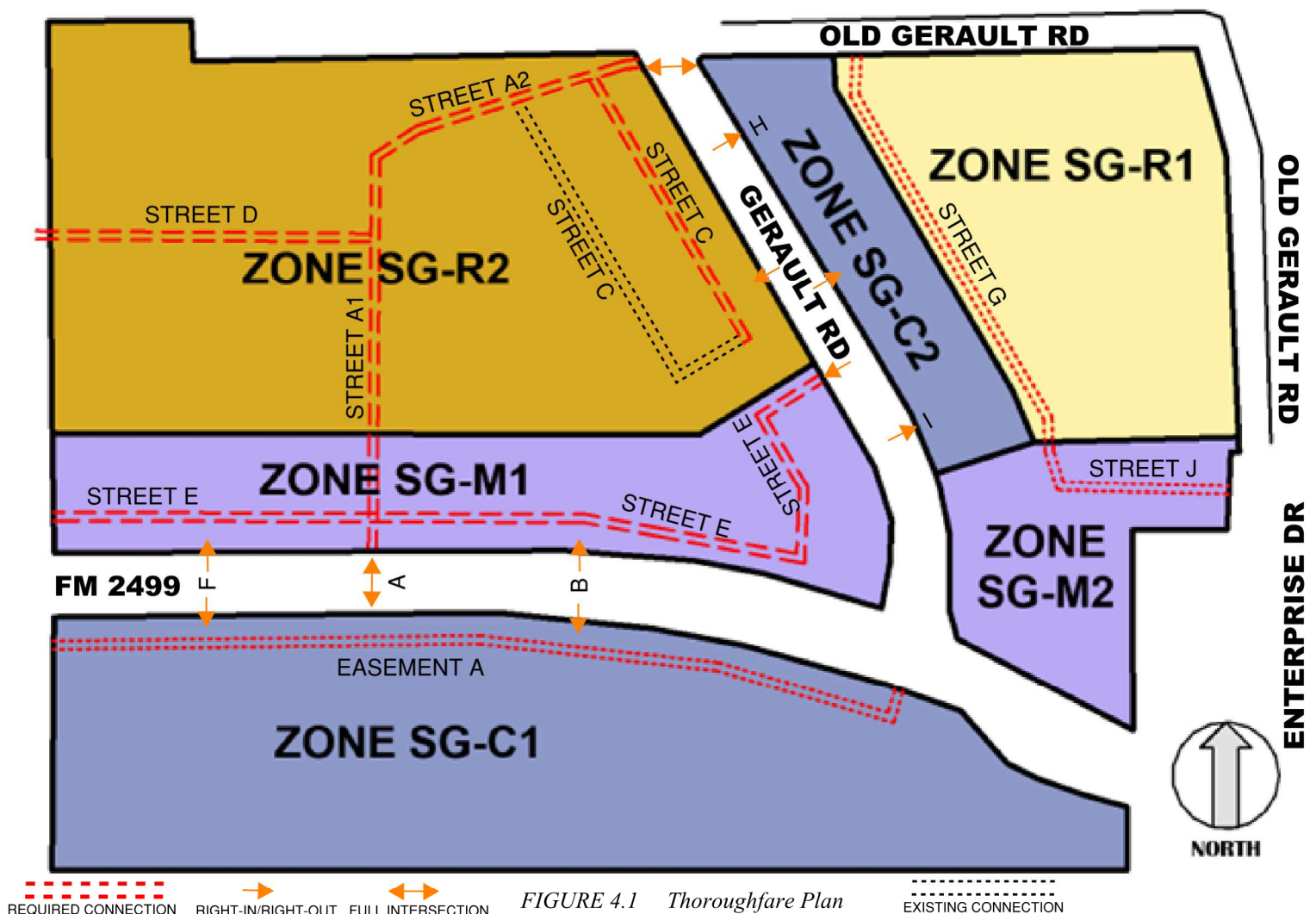


FIGURE 4.1 Thoroughfare Plan

B. THOROUGHFARE TABLES

TABLE 4.1 Permitted Street Sections

PERMITTED THOROUGHFARE TYPES												
	STREET NAME											EASEMENT NAME
	A 1	A 2	B	C	D	E	F	G	H	I	J	A
BOULEVARD	P	P	P	P	P	NP	P	P	P	P	P	P
COMMERCIAL 1	P	P	P	P	P	P	P	P	P	P	P	P
COMMERCIAL 2 w MEDIAN	P	P	P	P	P	NP	P	P	P	P	P	P
COMMERCIAL 2	P	P	P	P	P	P	P	P	P	P	P	P
COMMERCIAL 3	P	P	P	P	P	NP	P	P	P	P	P	P
COMMERCIAL 4*	NP	NP	NP	NP	NP	P	NP	NP	NP	NP	NP	NP
LOCAL 1 w MEDIAN	NP	P	NA	P	P	NP	NP	P	P	P	P	P
LOCAL 1	NP	P	NA	P	P	NP	NP	P	P	P	P	P
LOCAL 2	NP	NP	NA	NP	NP	NP	P	NP	P	P	P	NP
LOCAL 3	NP	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP
COMMERCIAL ALLEY	NP	NP	NP	NP	NP	NP	NP	P	NP	NP	NP	NP
COMMERCIAL FIRE LANE	NP	NP	NP	NP	NP	NP	NP	P	P	P	P	P
RESIDENTIAL ALLEY	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP

R = Required; P = Permitted; NP = Not Permitted; NA = Not Applicable

*Note: Commercial 4 is only permitted in SG-M1

TABLE 4.2 Street Sections Summary

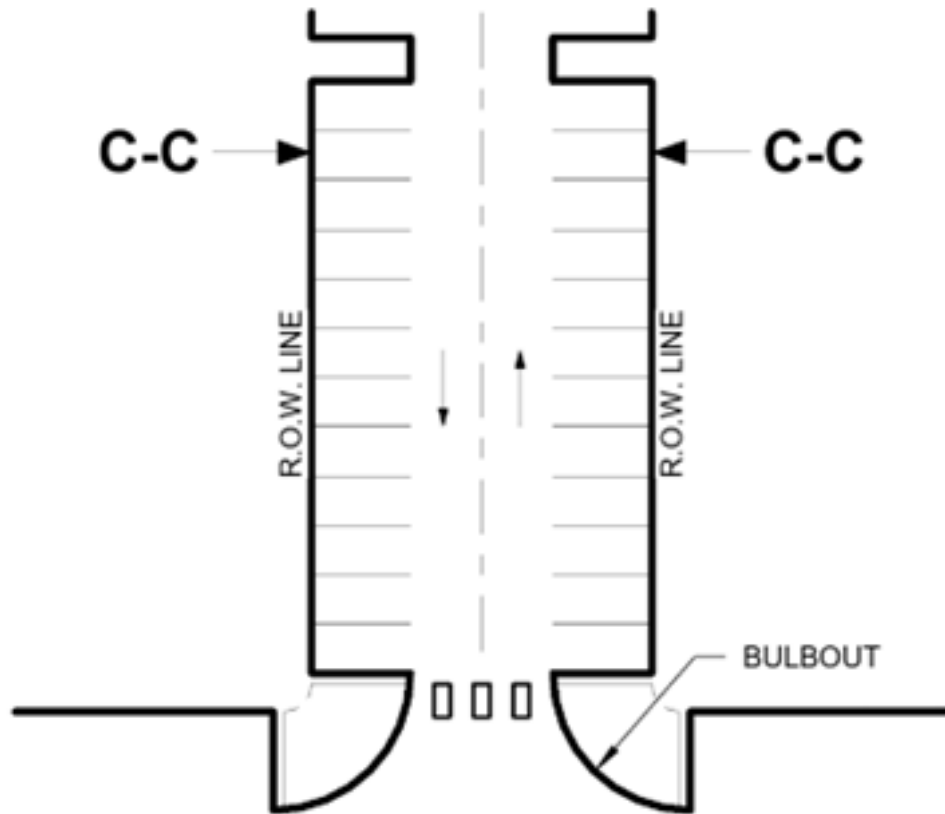
	ROW = CURB TO CURB	Median	Drive Lane	Parking Lane
BOULEVARD (COMMERCIAL 1 W MEDIAN)	66	6	12	18
COMMERCIAL 1	60		12	18
COMMERCIAL 2 w MEDIAN ¹	46	6	12	8
COMMERCIAL 2	40		12	8
COMMERCIAL 2 W MEDIAN ¹	46		12	8
COMMERCIAL 3	26		11	0
COMMERCIAL 4	62		13	18
LOCAL 1 W MEDIAN ¹	42	6	11	8
LOCAL 1	36		11	Intermittent
LOCAL 2	30		11	Intermittent
LOCAL 3	26		11	Intermittent
COMMERCIAL ALLEY	20		20	0
COMMERCIAL FIRE LANE	26		13	0
RESIDENTIAL ALLEY	15		12	0

ROW = Right-of-way

B-B = Back-of-Curb to Back-of-Curb; All dimensions are to Back-of-Curb unless otherwise noted.

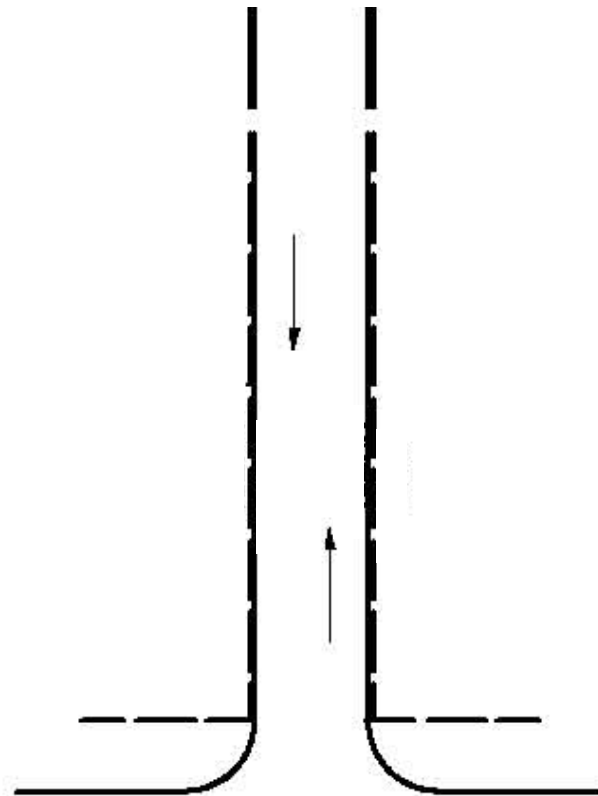
NOTE 1: The street section has not currently been approved by the Flower Mound Fire Department. Use of this street section is subject to review and accommodation during the Site Plan review process to allow emergency equipment to spread outriggers.

C. THOROUGHFARE DESIGN



ROADWAY	COMMERCIAL 4
DESCRIPTION	Commercial Street
MEDIAN	NO
CURB TO CURB (B-B)	62'
TRAVEL LANE WIDTH	13'
PARKING LANE WIDTH	18'
PARKING ANGLE	90 Degree
INTERSECTION RADIUS	25'
ALLEY RADIUS	15'
BULBOUT REQUIRED	YES
CROSSWALK WIDTH	6' MIN
PARKWAY/ TREEWELL	EITHER

C. THOROUGHFARE DESIGN



FIRE LANE

ROADWAY	FIRE LANE
DESCRIPTION	Commercial Access
MEDIAN	NO
CURB TO CURB	26' min
TRAVEL LANE WIDTH	13'
PARKING LANE WIDTH	No parking
PARKING ANGLE	No parking
INTERSECTION RADIUS	25'
ALLEY RADIUS	25'
BULBOUT REQUIRED	NO
CROSSWALK WIDTH	Not Applicable
PARKWAY/ TREETWELL	Not Applicable



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

DATE: November 17, 2025
FROM: Claire Barnes, Senior Planner
ITEM: **Consider a request for a Subdivision Site Plan (SSP24-0005- Montalcino Estates Phase IV) to create a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road and west and north of Montalcino Boulevard. (PZ recommended approval by a vote of 5 to 1 at its November 10, 2025, meeting.)**

BACKGROUND:

- Size – Approximately 72.151 acres
 - Proposed Lots – 18 buildable lots (minimum 1-acre in size)
 - SMARTGrowth – Passed, with the approval of Topographic Slope exception.
 - Traffic Analysis – Passed
 - Exceptions
1. An exception to delay house pad benching.
 2. An exception to allow lot-to-lot drainage for two lots.
 3. An exception to Section 98-147, Topographic Slope.
- Incentives – N/A
 - [Planning & Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its November 10, 2025, meeting. The Planning & Zoning Commission recommended approval to include staff recommended conditions:

1. House Pad Benching. Developer shall prepare and submit a complete subdivision design including general grading, drainage and pad elevation plans in accordance with the Engineering Design Criteria and Construction Standards. The general pad elevations for the lots within the development shall be included in the subdivision design plans but are not required to be "benched" prior to the Town's final acceptance of Phase IV. Developer agrees that for each pad site that is not being benched, prior to final acceptance of the lot improvements, the following will occur:
 - a. Developer shall retain a professional licensed engineer to design plans for the review and approval of any modification in the benching data for each and every pad site identified herein as well as any design modifications required to address changes in drainage flows, velocities and direction that deviate from the original approved plans and prepare and submit any proposed revisions to the Town for approval and acceptance before each such pad site or group of pad sites within a particular phase is benched;

- b. Erosion control measures shall be maintained in compliance with an approved Stormwater Pollution Prevention Plan (SWPPP) including silt fencing, check dam, bar ditch and storm water pipe system cleaning shall be performed on a routine basis as needed and no less frequently than at least one time every six months or more frequently as may be required and directed by the Town Manager or his designee;
- c. Developer shall be responsible for weekly monitoring, clean-up and removal of construction debris, waste and litter that is dumped, accumulates or is otherwise stockpiled within the development;
- d. Developer shall remove check dams and silt fencing as appropriate and in accordance with best management practices after all pad sites within the phase have been benched and stabilized and a final phase inspection of the newly benched pad sites has been performed and approved by the Town.

The developer shall install a private drainage system for Lot 48 through Lot 49, Block G, that is located within a drainage easement dedicated to the HOA and that the system meets the minimum private storm water system standards contained in Part B, Section IV of the Design Criteria.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

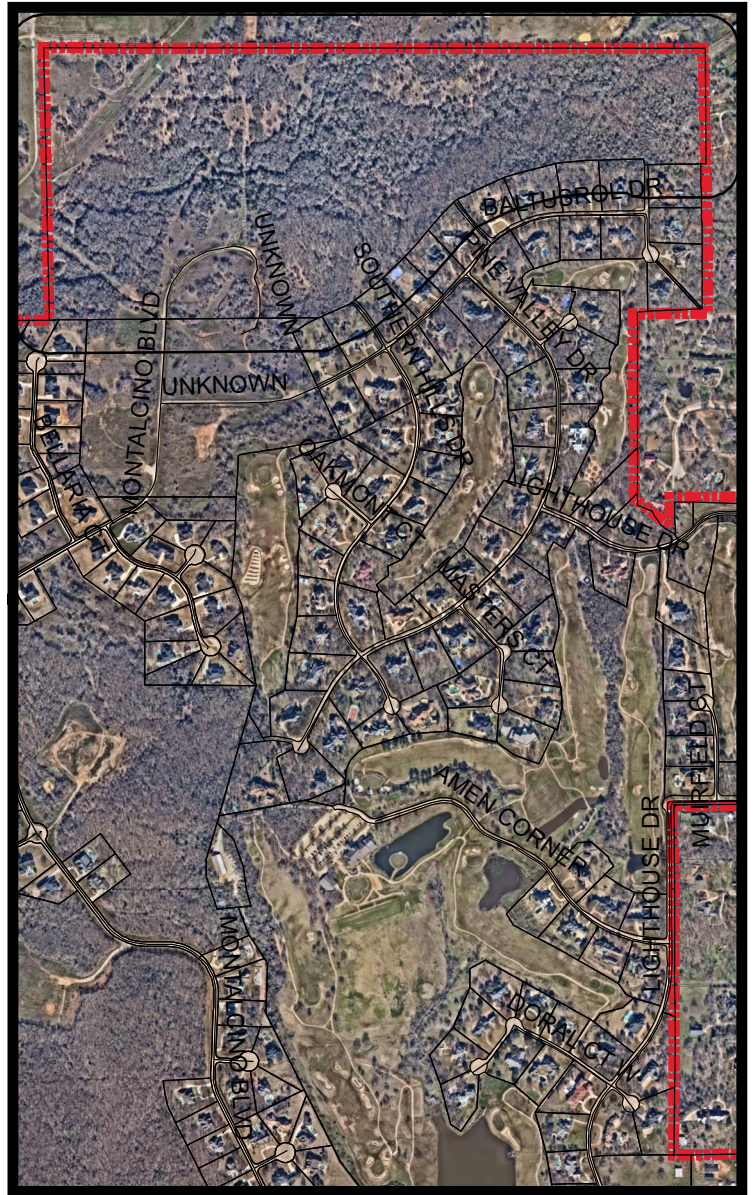
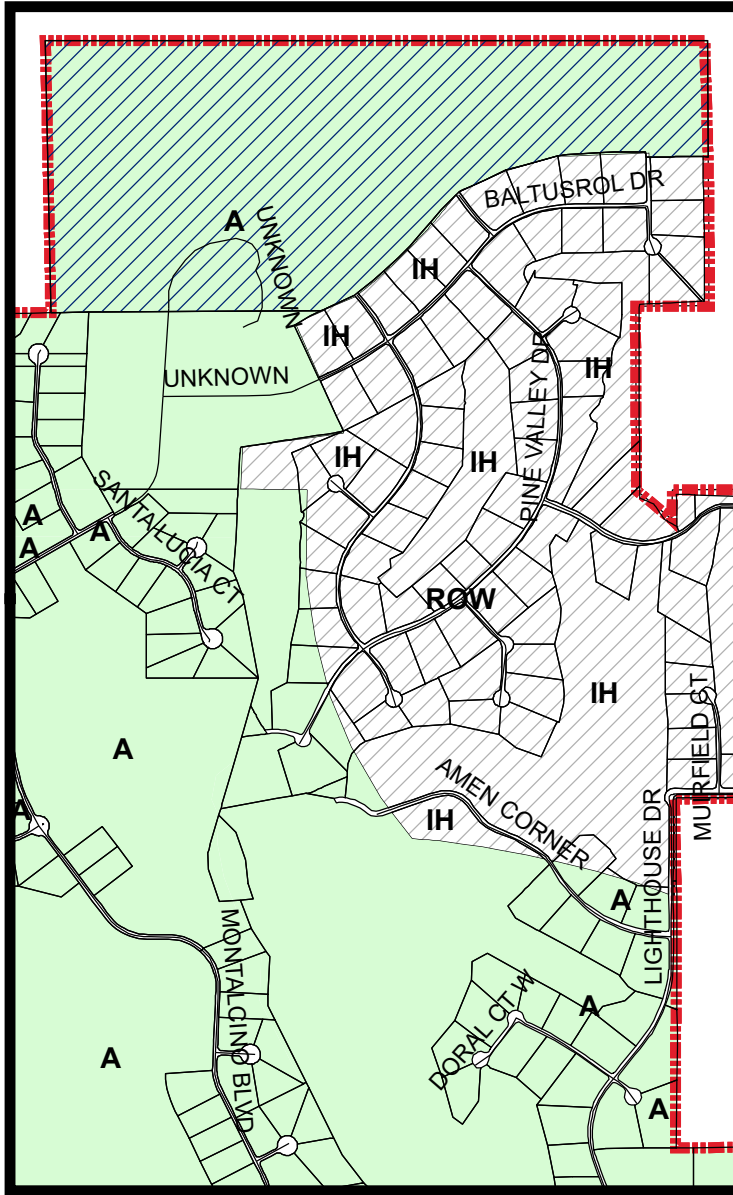
ATTACHMENTS:

1. Zoning & Aerial Map

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

Vicinity Map

SSP24-0005: Montalcino Estates Phase IV



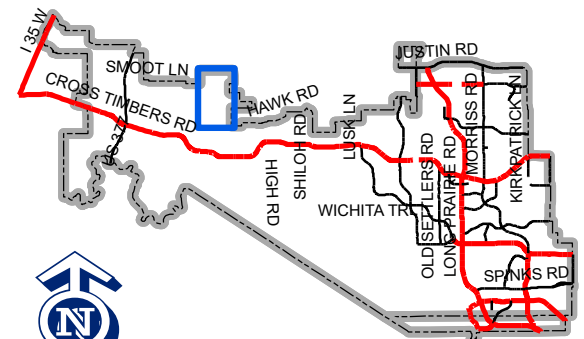
LEGEND

 Agriculture  Interim Holding

 Subject Property

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

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



Map Location

0 875 1,750 3,500 Feet



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

DATE: November 17, 2025

FROM: Jake Speckhals, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP25-0001) for eleven (11) specimen trees on the property known as Montalcino Estates Phase IV for the proposed development. The property is generally located north of Cross Timbers Road, and west and north of Montalcino Boulevard. (The Environmental Conservation Commission recommended approval of seven (7) trees and denial of four (4) trees by a vote of 6 to 0 at its April 1, 2025, meeting.)**

BACKGROUND: Montalcino Estates Phase IV is generally located north of Cross Timbers Road, and west and north of Montalcino Boulevard. The site is approximately 72.76 acres in size and is zoned for Agricultural (A) uses as part of Planned Development District No. 198 (PD-198).

A tree survey conducted for this project identified a total of sixty-seven (67) specimen trees on this site. The applicant is requesting approval for the removal of eleven (11) specimen trees to facilitate the development of the residential neighborhood. Following the April 1, 2025, ECC meeting and discussions with the town staff, the applicant is requesting the same eleven (11) specimen trees to be removed. Eight (8) of the specimen trees are being requested for removal due to site constraints, drainage, and the installation of roadway infrastructure. Three (3) of the specimen trees are requested for removal due to their location within proposed residential lots. In the letter of intent and tree survey, the applicant noted these three (3) trees may be able to be preserved; however, the critical root zone of these trees may be impacted. The extent of the impact will not be known until plans are submitted with their single-family dwelling permit. The specimen trees proposed for removal are in good condition and situated within the proposed buildable area.

The following is a list of the eleven (11) specimen trees being requested for removal:

- Tree #1184 – 22" post oak (multi-trunk) (ECC Recommended Denial)
- Tree #1188 – 25.5" post oak (ECC Recommended Approval)
- Tree #1195 – 39.5" post oak (multi-trunk) (ECC Recommended Approval)
- Tree #1206 – 28.5" post oak (ECC Recommended Denial)
- Tree #1217 – 25.5" post oak (ECC Recommended Denial)
- Tree #1282 – 22" post oak (ECC Recommended Denial)
- Tree #1284 – 24.5" post oak (ECC Recommended Approval)
- Tree #1400 – 31" post oak (ECC Recommended Approval)
- Tree #1714 – 25" post oak (ECC Recommended Approval)
- Tree #2264 – 30" post oak (ECC Recommended Approval)
- Tree #2266 – 22" post oak (multi-trunk) (ECC Recommended Approval)

In accordance with the Town's tree ordinance, the removal of specimen trees requires mitigation at a rate of twice their caliper inches. Based on their combined size, 591" of replacement trees, equaling one hundred and ninety-seven (197) three-inch caliper trees, is the mitigation total for the eleven (11)

specimen trees being requested for removal on this site. Additionally, any protected trees removed from the buildable area which are located outside of the upland habitat will require one-to-one replacement. All specimen trees requested for removal are within upland habitat, which requires mitigation of the impacted 5.86 acres of upland habitat at \$15,000 per acre. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its April 1, 2025, meeting. The Environmental Conservation Commission recommended approval of seven (7) trees and denial of four (4) trees by a vote of 6 to 0 at its April 1, 2025, meeting. The ECC meeting can be viewed at <https://flowermoundtx.new.swagit.com/videos/338953>

ALTERNATIVES: The Town Council may approve or deny the requested tree removal permit or approve the permit with conditions or changes.

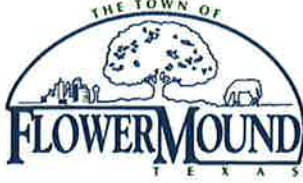
FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Tree Removal Permit Application
2. Letter of Intent
3. Tree Survey
4. Pictures of Specimen Trees

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



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

McAdams/Megan Hatcher, RLA

Address:

4400 State Highway 121, Suite 800
Lewisville, Texas 75056

Phone:

972-436-9712

Applicant's Legal Interest in the Property:

2. Property Owner(s)

Name(s): CTMGT Montalcino, LLC/ Mr. Mehrdad Moayed

Address: 1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

3. Location and Legal Description of Property:

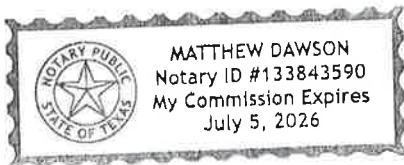
72.66 Acres located in the T. & P.R.R. CO. Survey, Abstract No. 1303

4. Owner's Authorization of Representation

I, Mehrdad Moayedi, the owner of the above described real property, do hereby authorize McAdams to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

[Signature]

Signature of Owner



Given Under My Hand and Seal of Office
This the 8th Day of January, 2025

[Signature]
Notary Public
In and For Dallas County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Megan Hatcher, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]

Signature of Applicant

Landscape Architect License No. 3516
State of Licensure Texas
Or ISA Certified Arborist No. n/a
Or Certified Forester No. n/a



Given Under My Hand and Seal of Office
This the 13th Day of January, 2025

[Signature]
Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 2/4/2024 by
(initials) js

7. REQUIRED SUBMITTALS CHECKLIST

- a. A \$250 Administrative fee per Specimen or Historic Tree proposed for removal, not to exceed a total of \$1,000 per permit application.
- b. A \$200 fee is required for each Tree Removal Request sign that is made by the Town. The sign(s) must be placed on the property 15 days prior to the ECC hearing that the item is scheduled for on the agenda. Signs shall be placed perpendicular to the street and clearly visible. There shall be one sign for each 500ft of street frontage.
- c. One (1) electronic copy of this application signed and notarized.
- d. One (1) electronic copy of the site plan, development plan, or concept plan or landscape plan where applicable.
- e. One (1) electronic copy of the Tree Survey drawn to the largest practical scale and indicating the items as required by the Town's Tree Ordinance.
- f. One (1) electronic copy of photograph(s) or other evidence indicating that (a) sign(s) has/have been placed on the lot or tract as required by Chapter 94 of the Town's code of ordinances. Photograph(s) shall be taken from the street(s).
- g. One (1) electronic copy of a photograph for each tree requiring a tree removal permit, which is proposed for removal.
- h. One (1) electronic copy of a written document fully explaining the reasons for removal of the Protected, Specimen or Historic tree (LOI).



4400 State Highway 121
Suite 800
Lewisville, TX 75056
972. 436. 9712

June 18, 2025

Jake Speckhals, Environmental Review Analyst
Town of Flower Mound, Environmental Services Division
2121 Cross Timbers Road
Flower Mound, Texas 75028

RE: Letter of Intent

Dear Mr. Speckhals,

On behalf of the Centurion American, the developer of the property, we are requesting that (11) specimen trees (as outlined in the attached specimen tree survey), as defined in the TOFM Tree Preservation Code, may be removed. The trees are being requested to be removed due to site and design conditions, which thereby means the subject property cannot reasonably be developed without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees:	67 trees
Total specimen trees to be removed:	8 trees
Total specimen trees that may be removed	3 trees.

Due to preexisting conditions, Town of Flower Mound Engineering Standards, and site conditions, the specimen trees may not be able to be saved. The site plan presented shows the most effective layout for considering all the site constraints and opportunities.

The following are the specimen trees we are requesting to be removed:

- | | |
|---------------|----------------|
| 1. Tree #1188 | 25.5" Post Oak |
| 2. Tree #1195 | 32" Post Oak |
| 3. Tree #1206 | 28.5" Post Oak |
| 4. Tree #1284 | 24.5" Post Oak |
| 5. Tree #1400 | 31" Post Oak |
| 6. Tree #1714 | 25" Post Oak |
| 7. Tree #2264 | 30" Post Oak |
| 8. Tree #2266 | 22" Post Oak |

These trees are being removed due to site constraints and the installation of the roadway infrastructure. Based on the above data, I respectfully ask that the trees enumerated above be allowed to be removed from the site.

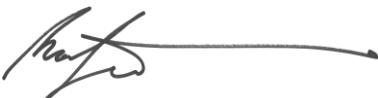
The following are the specimen trees we are requesting that MAY be removed:

- | | |
|---------------|--------------------|
| 1. Tree #1184 | 20" & 22" Post Oak |
| 2. Tree #1217 | 25.5" Post Oak |
| 3. Tree #1282 | 23" Post Oak |

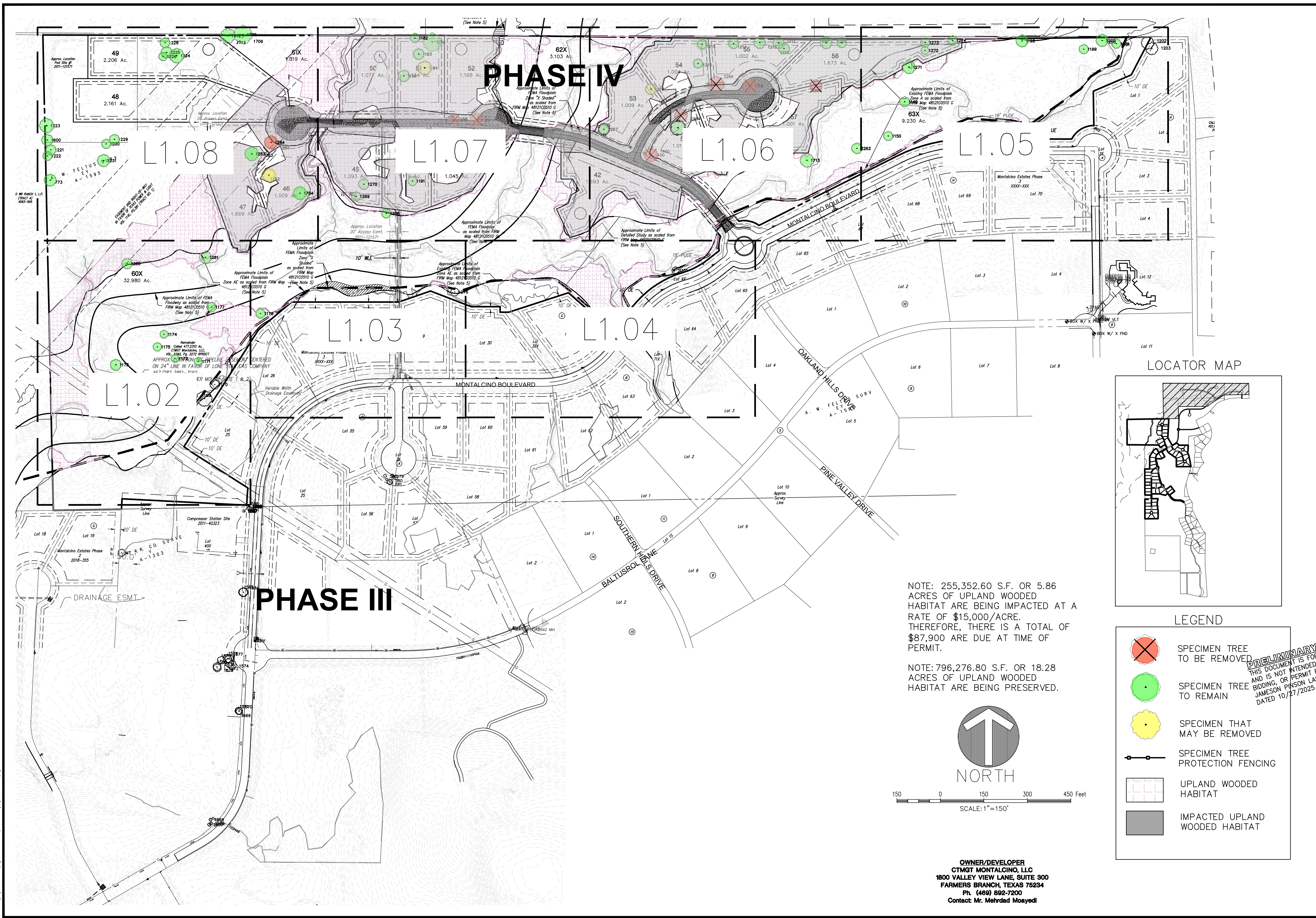
These trees are on individual residential lots. Each lot will be developed with custom built homes and may require the trees to be removed based on grading, layout and Town of Flower Mound ordinances and engineering standards. Each lot will be presented to the Town for a building permit with a lot grading exhibit and all tree preservation codes shall be met at that time.

Based on the above data, I respectfully ask that the trees enumerated above be allowed to be removed from the site.

Sincerely,
McAdams

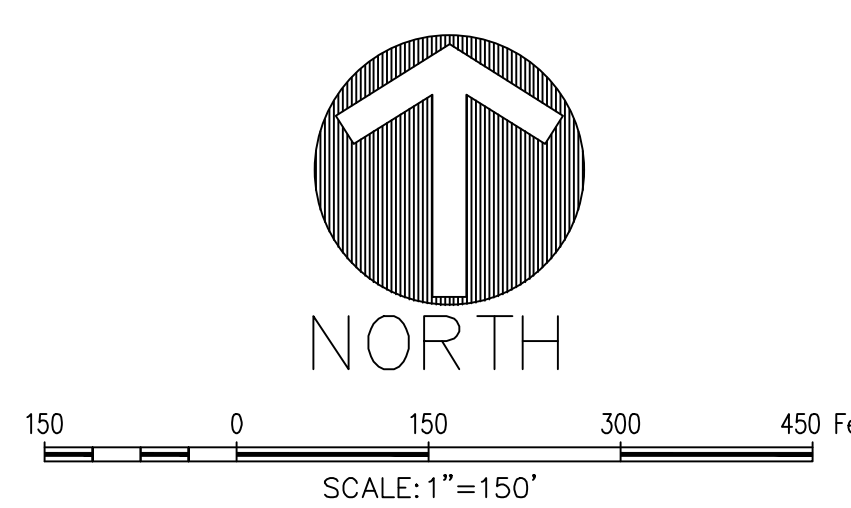


Ron Stewart, Senior Landscape Architect
Landscape Architecture Practice Lead, TX #3516

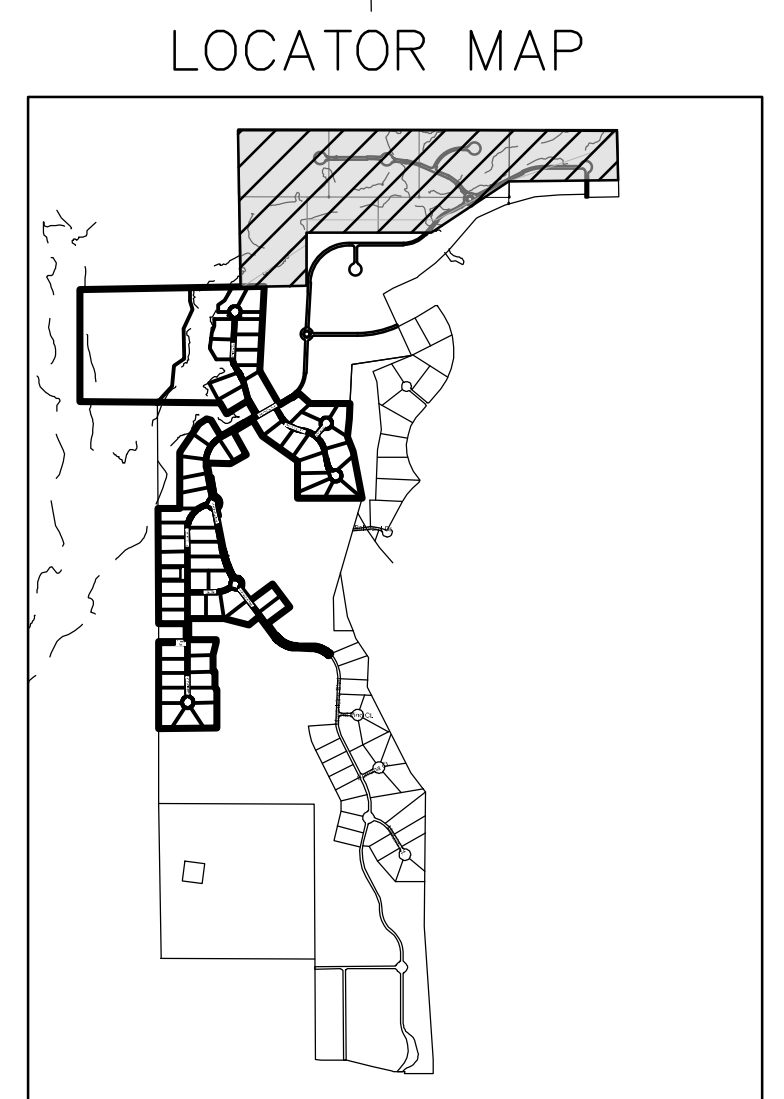


NOTE: 255,352.60 S.F. OR 5.86 ACRES OF UPLAND WOODED HABITAT ARE BEING IMPACTED AT A RATE OF \$15,000/ACRE. THEREFORE, THERE IS A TOTAL OF \$87,900 ARE DUE AT TIME OF PERMIT.

NOTE: 796,276.80 S.F. OR 18.28 ACRES OF UPLAND WOODED HABITAT ARE BEING PRESERVED.



OWNER/DEVELOPER
CTMGT MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75234
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayed



- LEGEND
- SPECIMEN TREE TO BE REMOVED
 - SPECIMEN TREE TO REMAIN
 - SPECIMEN THAT MAY BE REMOVED
 - SPECIMEN TREE PROTECTION FENCING
 - UPLAND WOODED HABITAT
 - IMPACTED UPLAND WOODED HABITAT

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
FOR CONSTRUCTION,
AND IS NOT INTENDED
FOR BIDDING, OR PERMIT
JAMESON PRISON LAND
DATED 10/27/2025

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056
972.436.9712
201 County View Drive
Roanoke, Texas 76082
940.240.1012
TBP#: 19762 TPLS: 1019440
www.mcadams.com

MONTALCINO ESTATES - PHASE IV

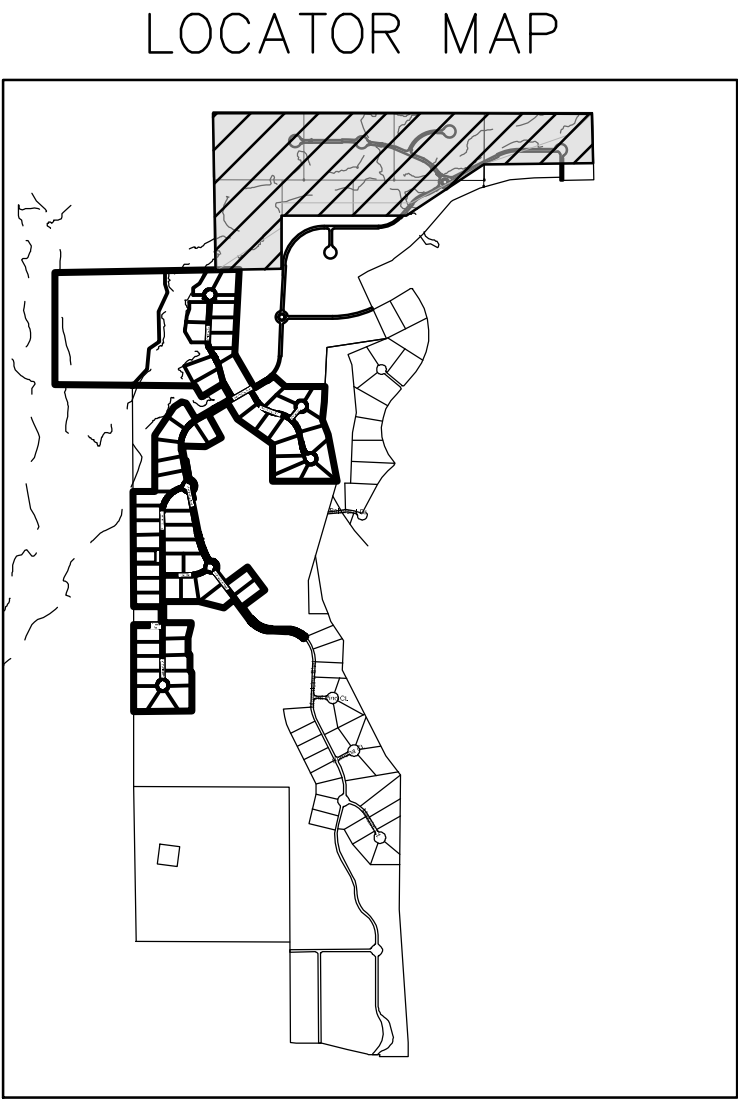
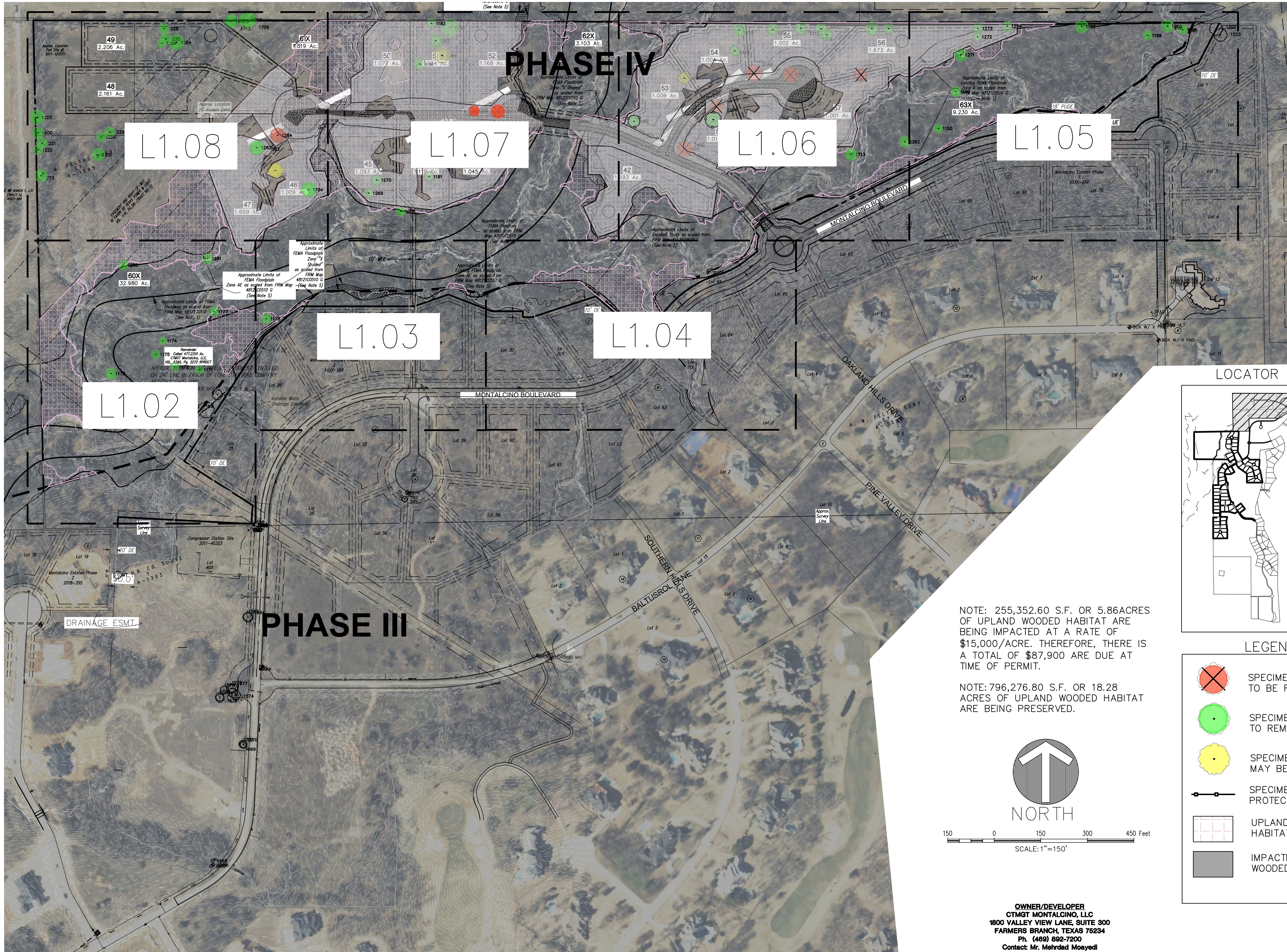
72,766 Acres

In the
JESSE GIBSON SURVEY, ABSTRACT NO. 479
T. & P. R.R. CO. SURVEY, ABSTRACT NO. 1303
A.M. FELTUS SURVEY, ABSTRACT NO. 1595
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

OVERALL TREE SURVEY

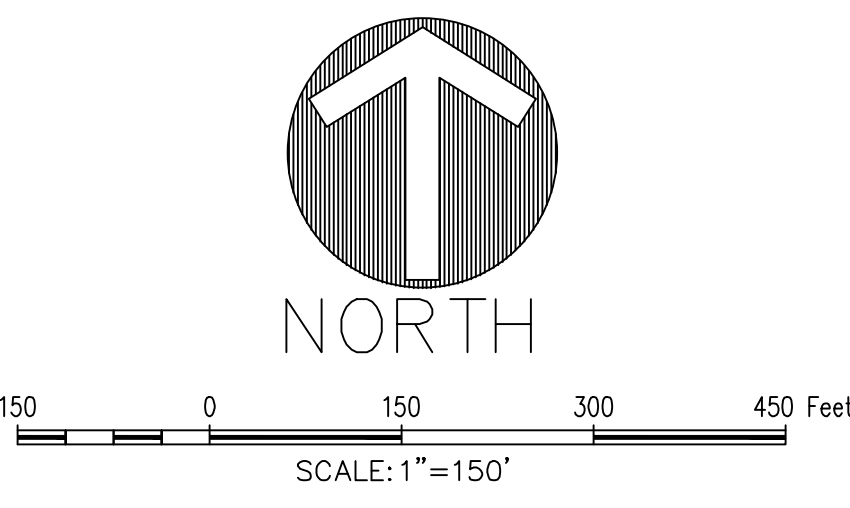
CADG21004

L1.00



NOTE: 255,352.60 S.F. OR 5.86ACRES OF UPLAND WOODED HABITAT ARE BEING IMPACTED AT A RATE OF \$15,000/ACRE. THEREFORE, THERE IS A TOTAL OF \$87,900 ARE DUE AT TIME OF PERMIT.

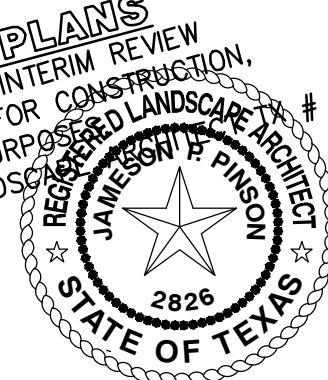
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Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayed

- LEGEND
- SPECIMEN TREE TO BE REMOVED
 - SPECIMEN TREE TO REMAIN
 - SPECIMEN THAT MAY BE REMOVED
 - SPECIMEN TREE PROTECTION FENCING
 - UPLAND WOODED HABITAT
 - IMPACTED UPLAND WOODED HABITAT

PRELIMINARY PLANS
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AND IS NOT INTENDED
FOR BIDDING, OR PERMIT
PURPOSES. JAMESON PRISON LAND
SCAPE ARCHITECTS, P.C.
DATED 10/27/2025



Drawn By: VC
Date: 06/24/2024
Scale: 1"=150'
Revisions:

CADG21004

L1.01

MONTALCINO ESTATES -
PHASE IV
In the
72.766 Acres
JESSE GIBSON SURVEY, ABSTRACT NO. 479
T. & P. RR. CO. SURVEY, ABSTRACT NO. 1303
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OVERALL
TREE SURVEY

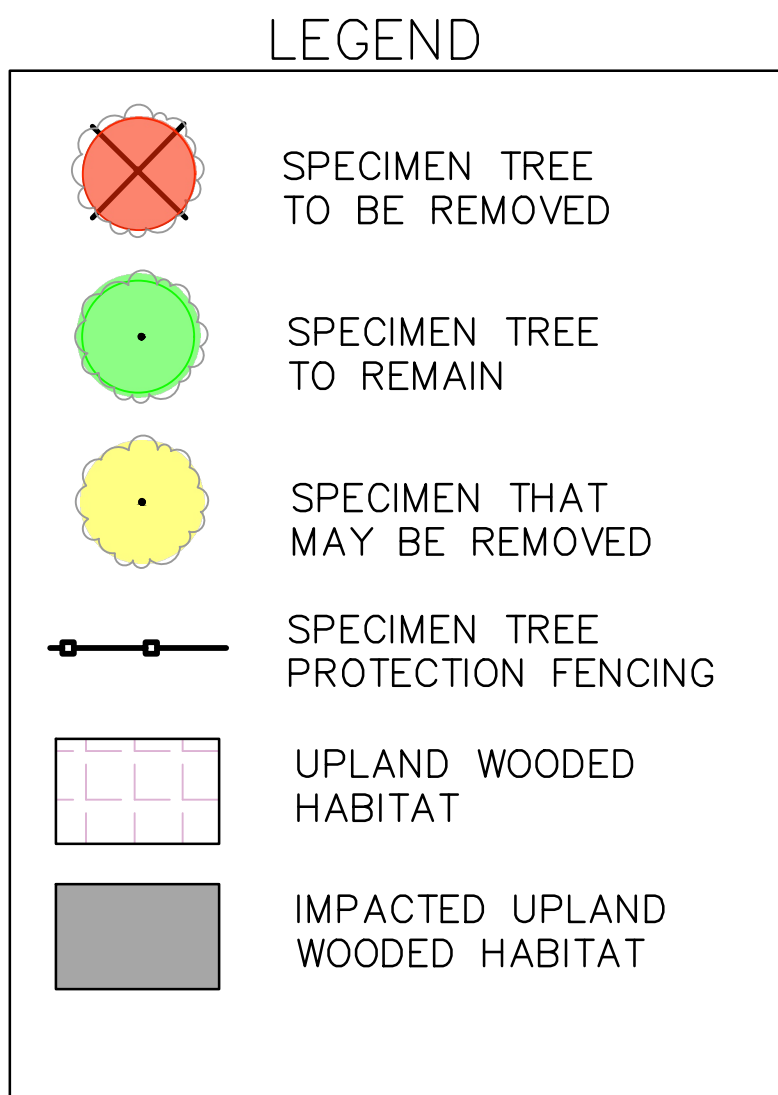
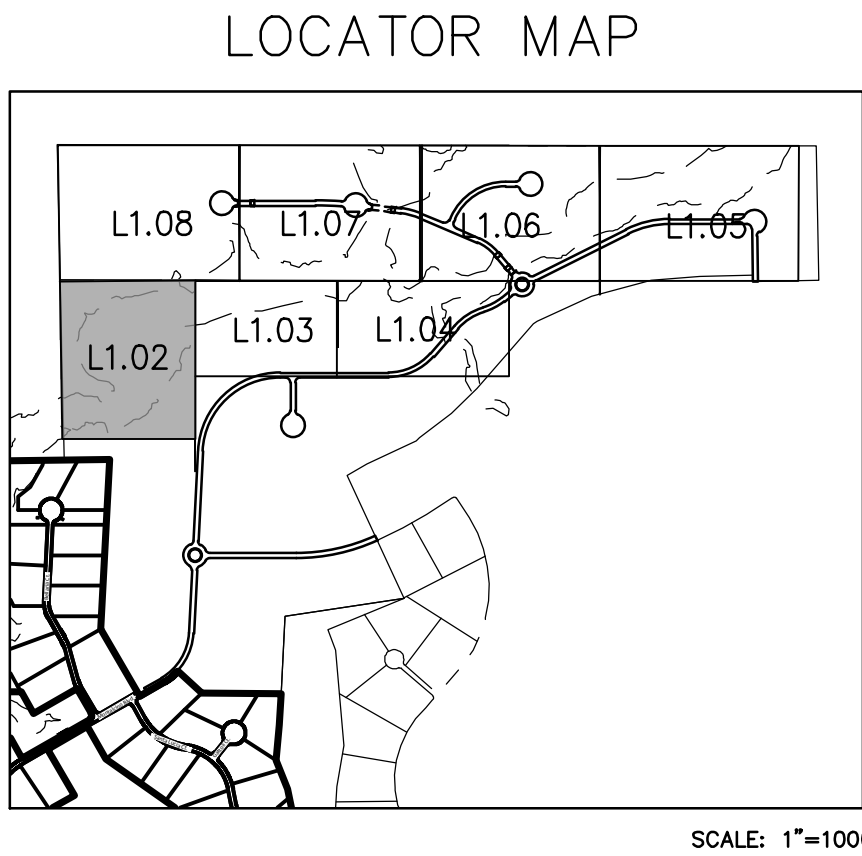
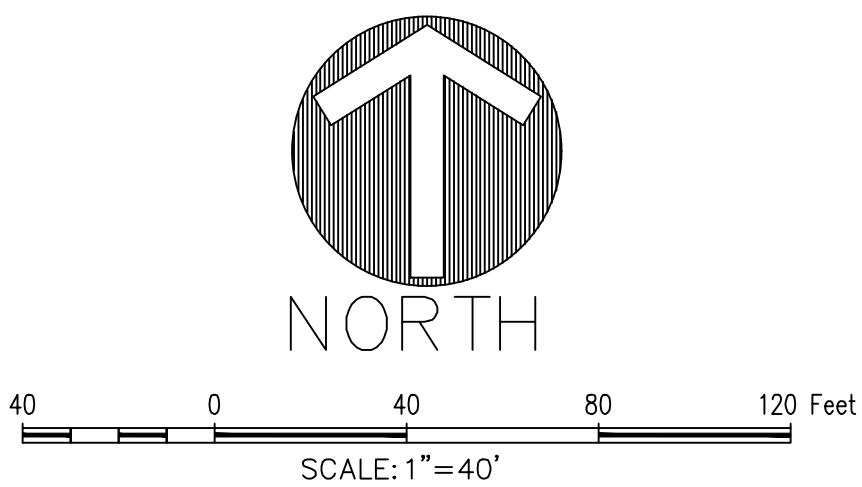
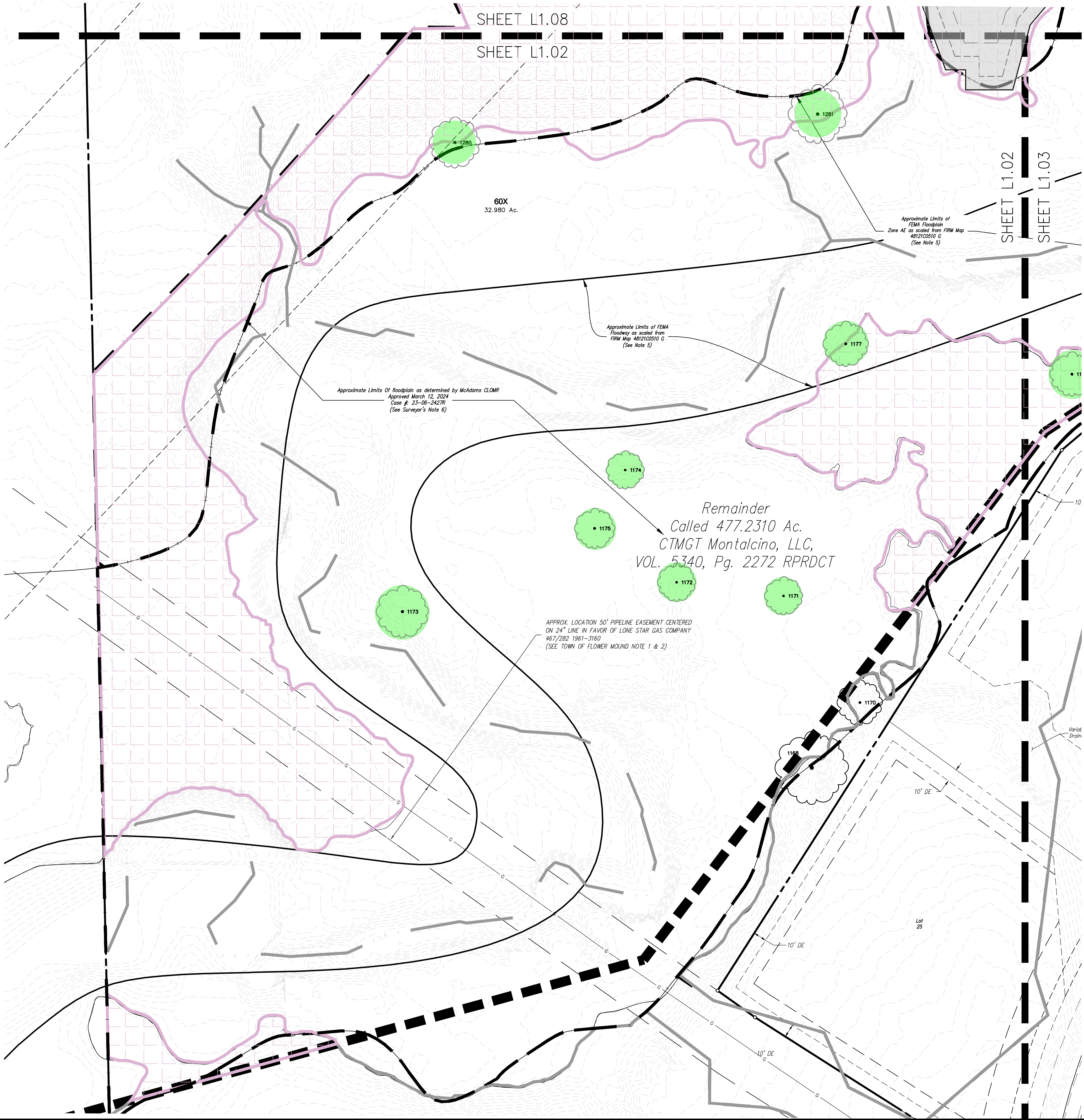
MONTALCINO ESTATES - PHASE IV



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MONTALCINO ESTATES - PHASE IV

File: Z:\Draw\Projects\CADG21004\CADG21004.dwg (Production/Engineering) Phase
Plotted: 10/27/2025, 8:10 AM, by: ashbala, Diodore, Sheet: 10/27/2025, 8:11 AM, by: ashbala



PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
2806
DATED 10/27/2025

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Lewisville, Texas 75056
972.436.9712
201 County View Drive
Roanoke, Texas 76082
940.240.1012
TBPE: 19762 TDBLS: 10194440
www.mcadamsco.com



MONTALCINO ESTATES - PHASE IV
72,766 Acres
In the
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TOWN OF FLOWER MOUND
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TREE SURVEY

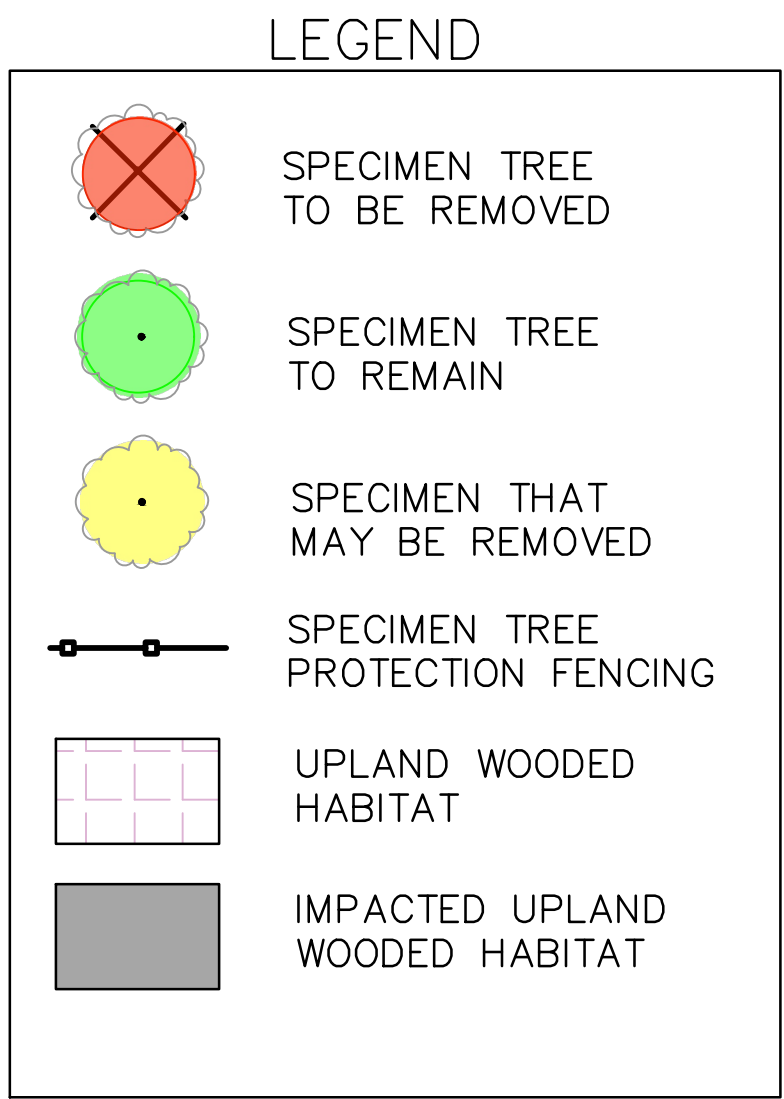
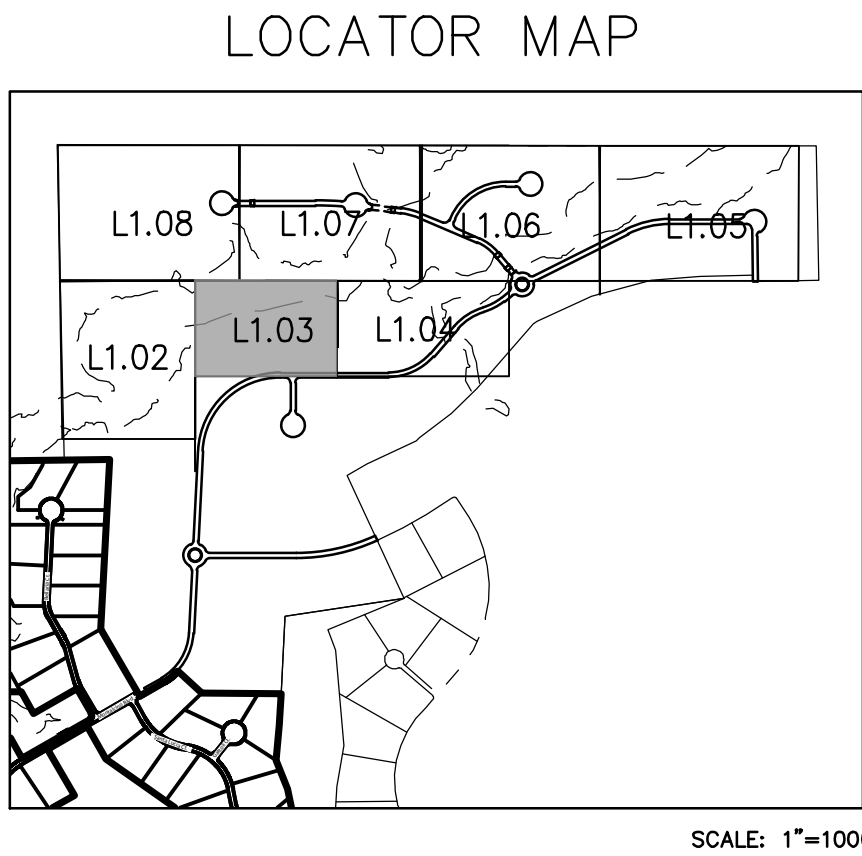
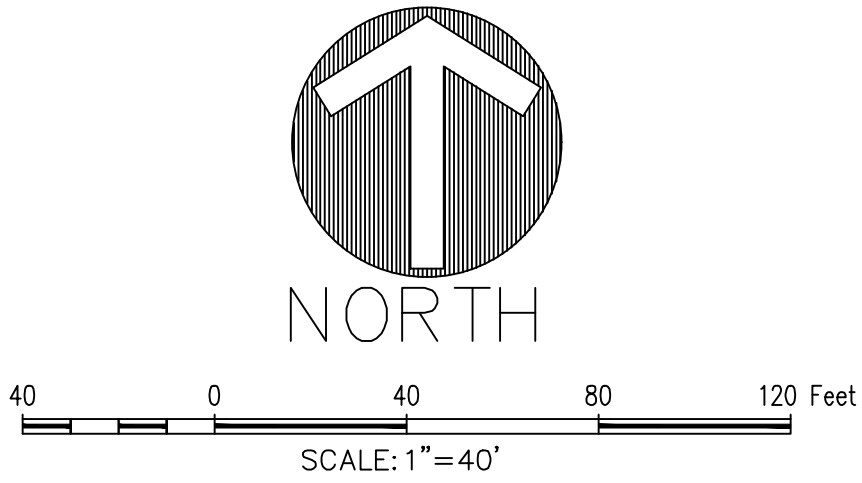
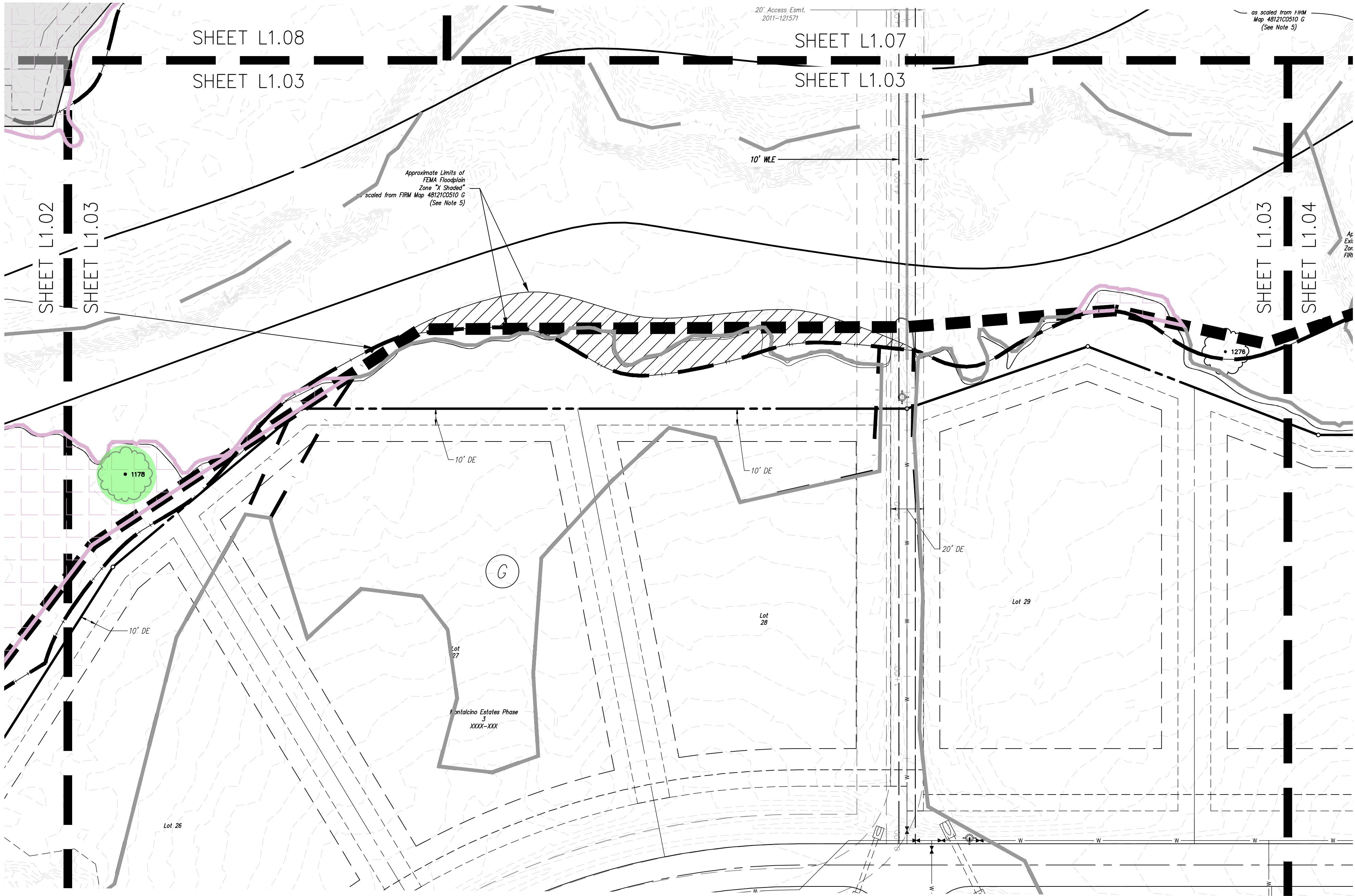
Drawn By: VC
Date: 06/24/2024
Scale: 1" = 40'
Revisions:

CADG21004

L1.02

OWNER/DEVELOPER
CTMGT MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75234
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayed

MONTALCINO ESTATES - PHASE IV



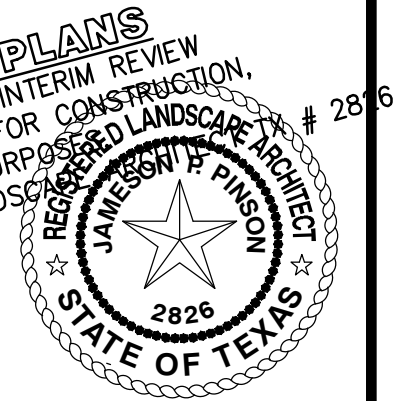
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JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
DATED 10/27/2025

The John R. McAdams
Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056
972.436.9712
201 County View Drive
Roanoke, Texas 76082
940.240.1012
TBP#: 19762 TBP#: 10194440
www.mcadamsco.com



**MONTALCINO ESTATES -
PHASE IV**
In the
72.766 Acres
JESSE GIBSON SURVEY, ABSTRACT NO. 479
T. & P. RR. CO. SURVEY, ABSTRACT NO. 1303
A.M. FELTUS SURVEY, ABSTRACT NO. 1595
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY



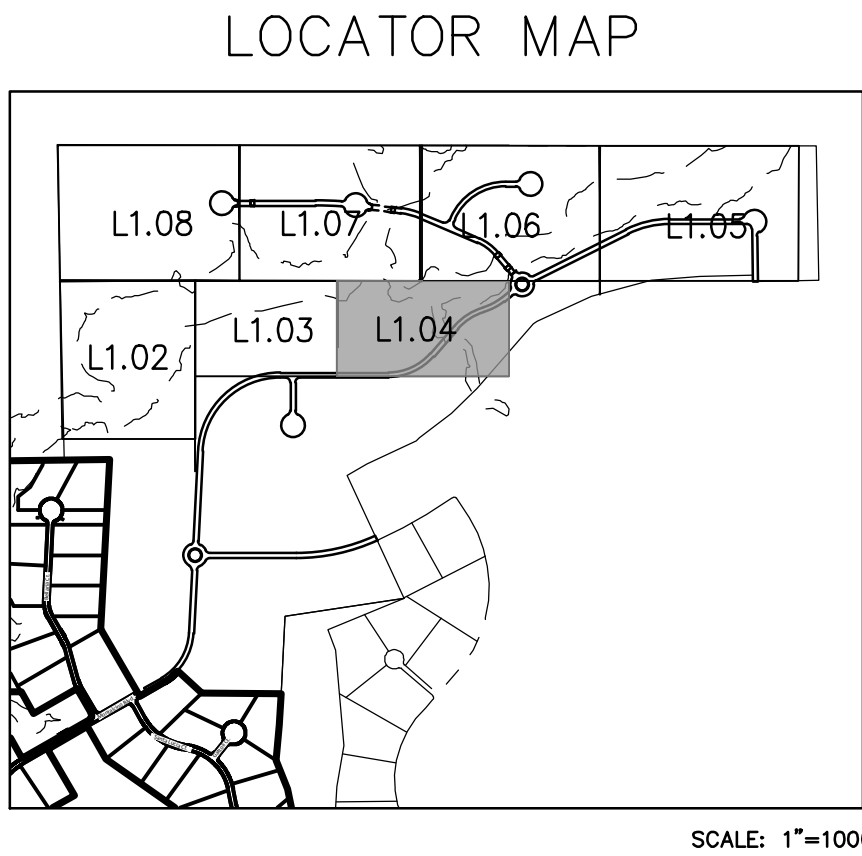
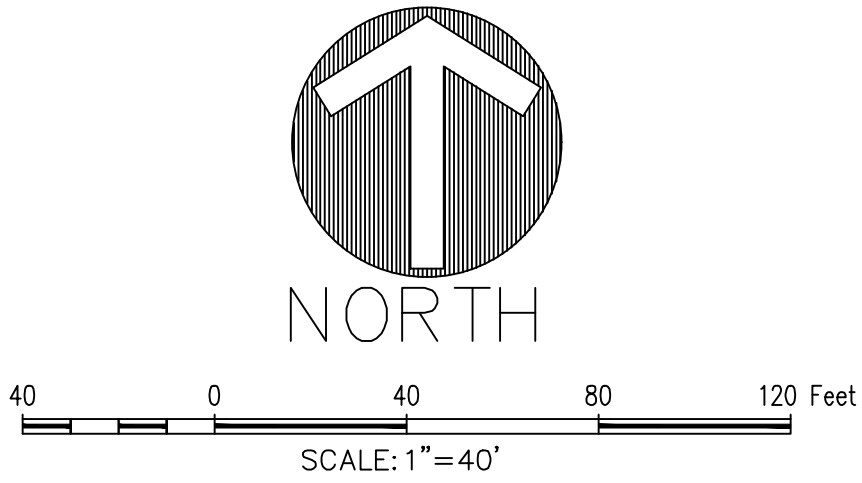
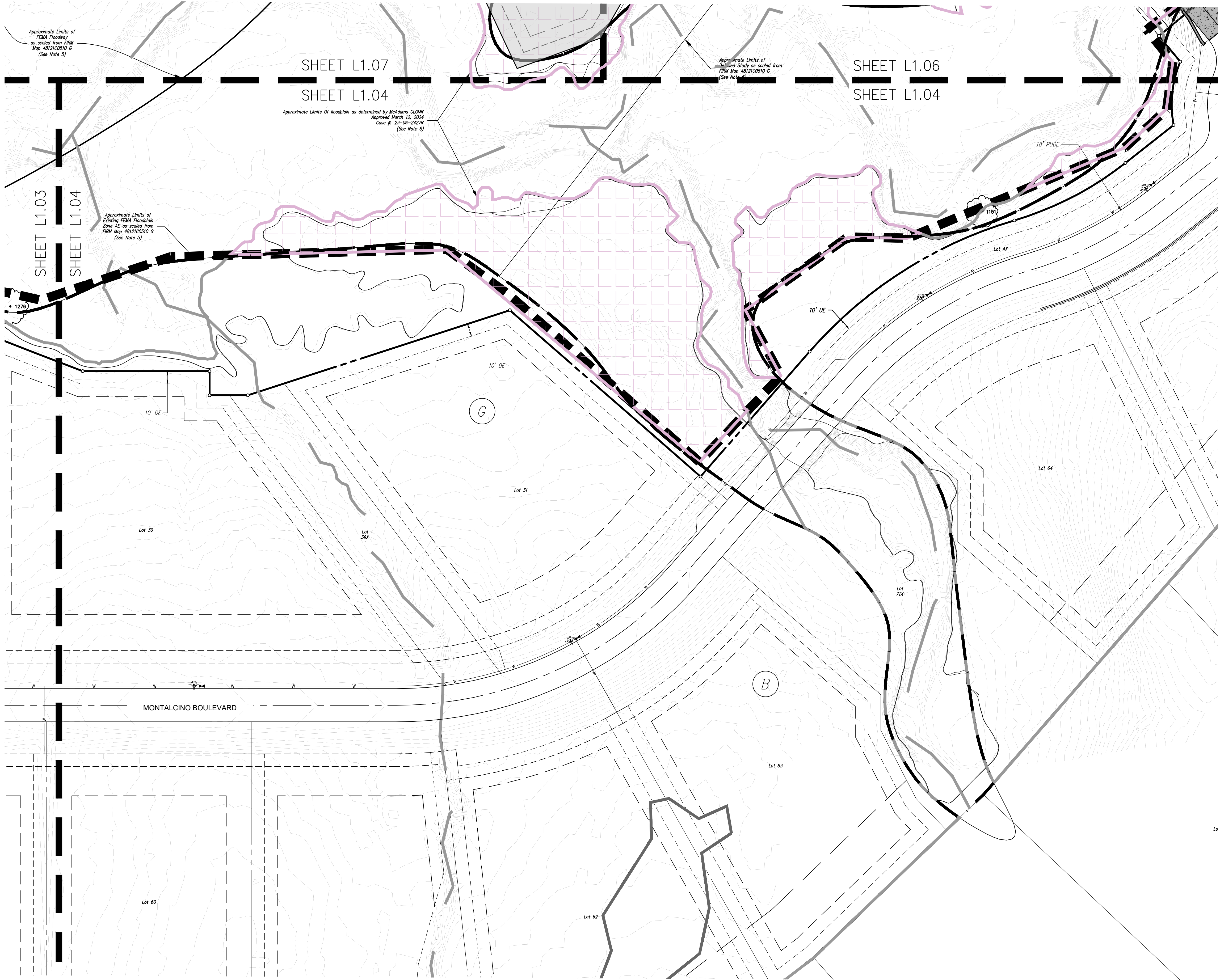
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Revisions:

CADG21004

L1.03

OWNER/DEVELOPER
CTMGT MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75234
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayedl

File: Z:\Draw\Projects\CADG21004\CADG21004-04-Production\Engineering\Phase
Project: 10/27/2023 8:10 AM, by: Ashish D. Date: 10/27/2023 8:11 AM, by: ashish



- LEGEND
- SPECIMEN TREE TO BE REMOVED
 - SPECIMEN TREE TO REMAIN
 - SPECIMEN THAT MAY BE REMOVED
 - SPECIMEN TREE PROTECTION FENCING
 - UPLAND WOODED HABITAT
 - IMPACTED UPLAND WOODED HABITAT

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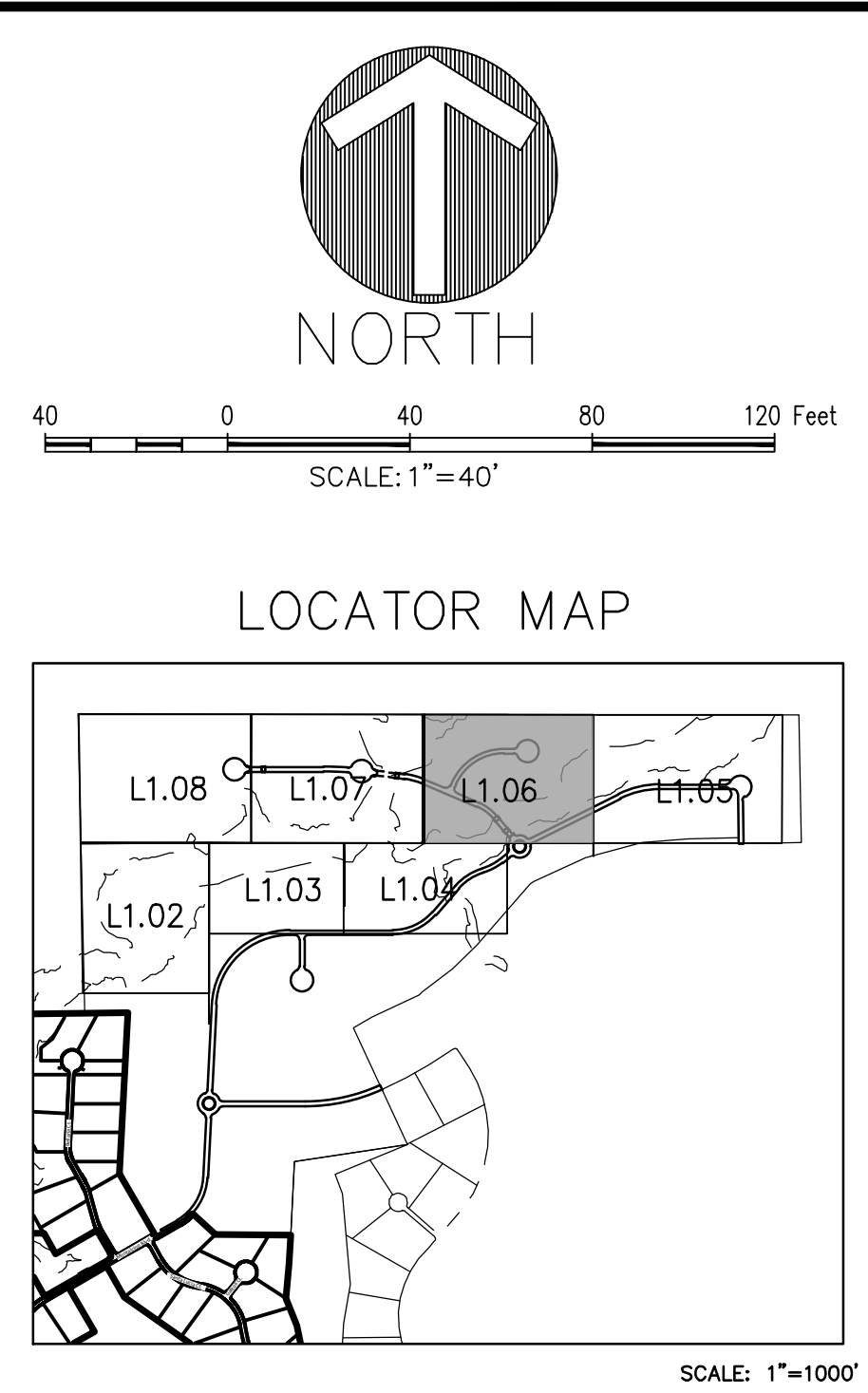
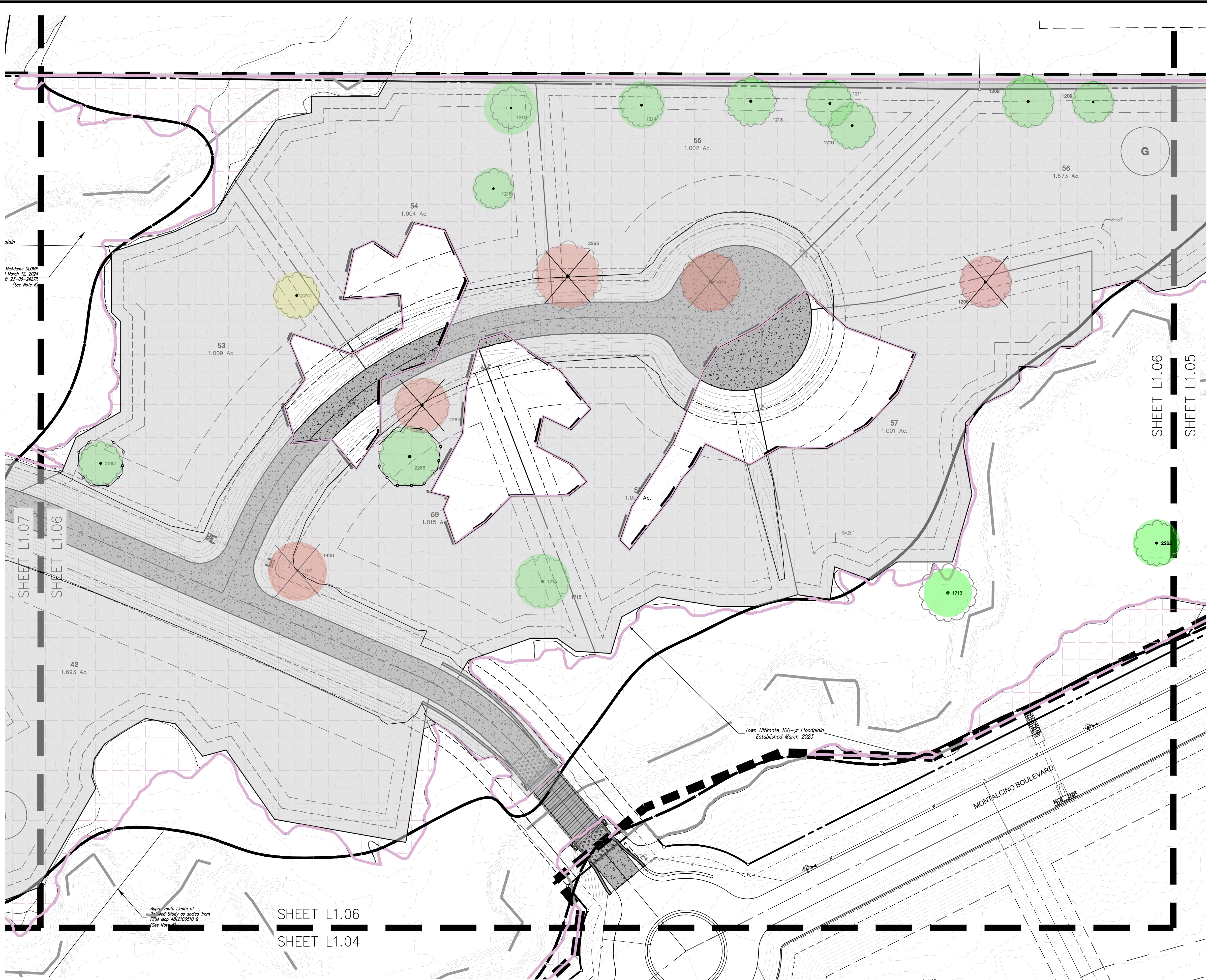
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LEGEND

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MONTALCINO ESTATES - PHASE IV

72,766 Acres

In the
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DATED 10/27/2025

STATE OF TEXAS
JAMESON PINSON
2826

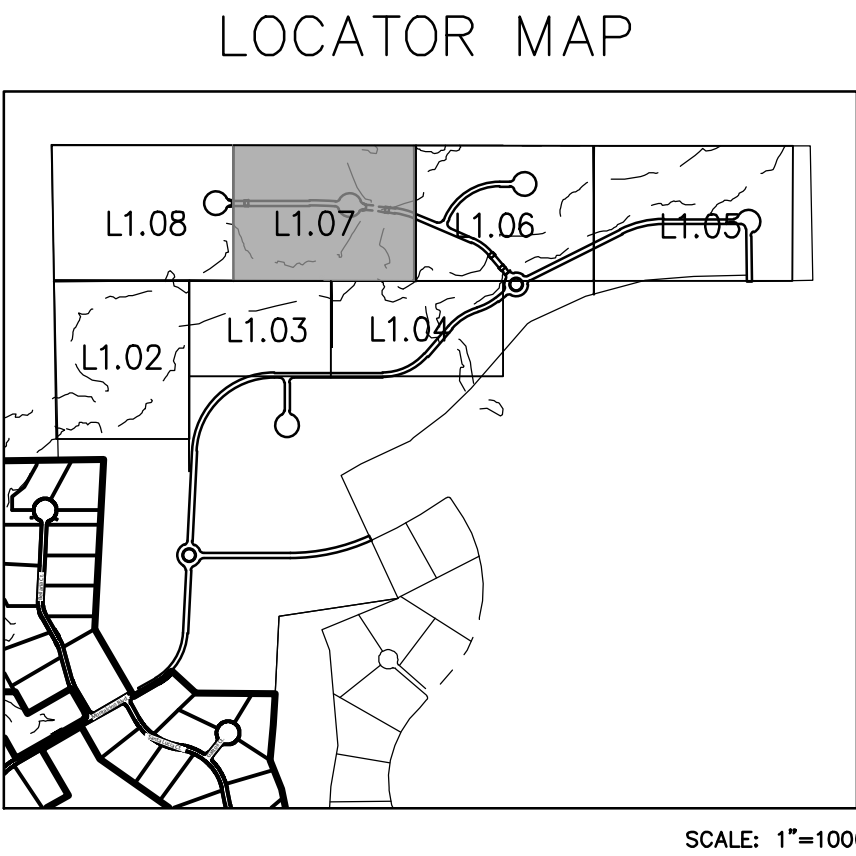
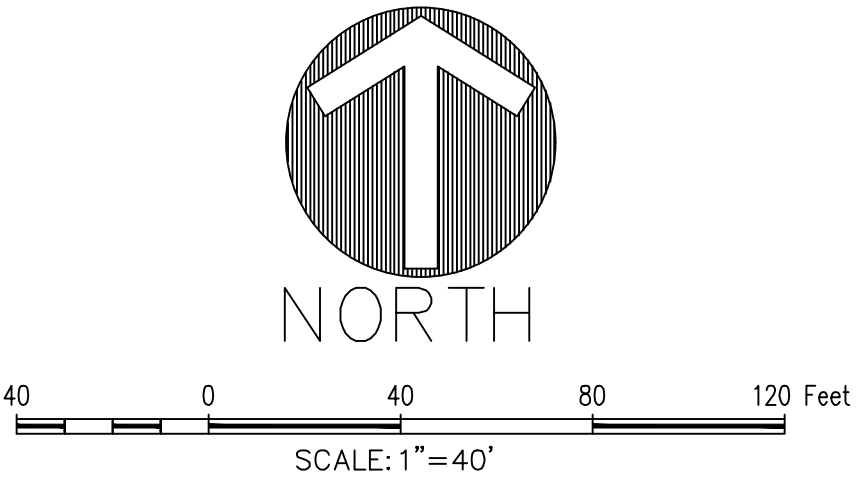
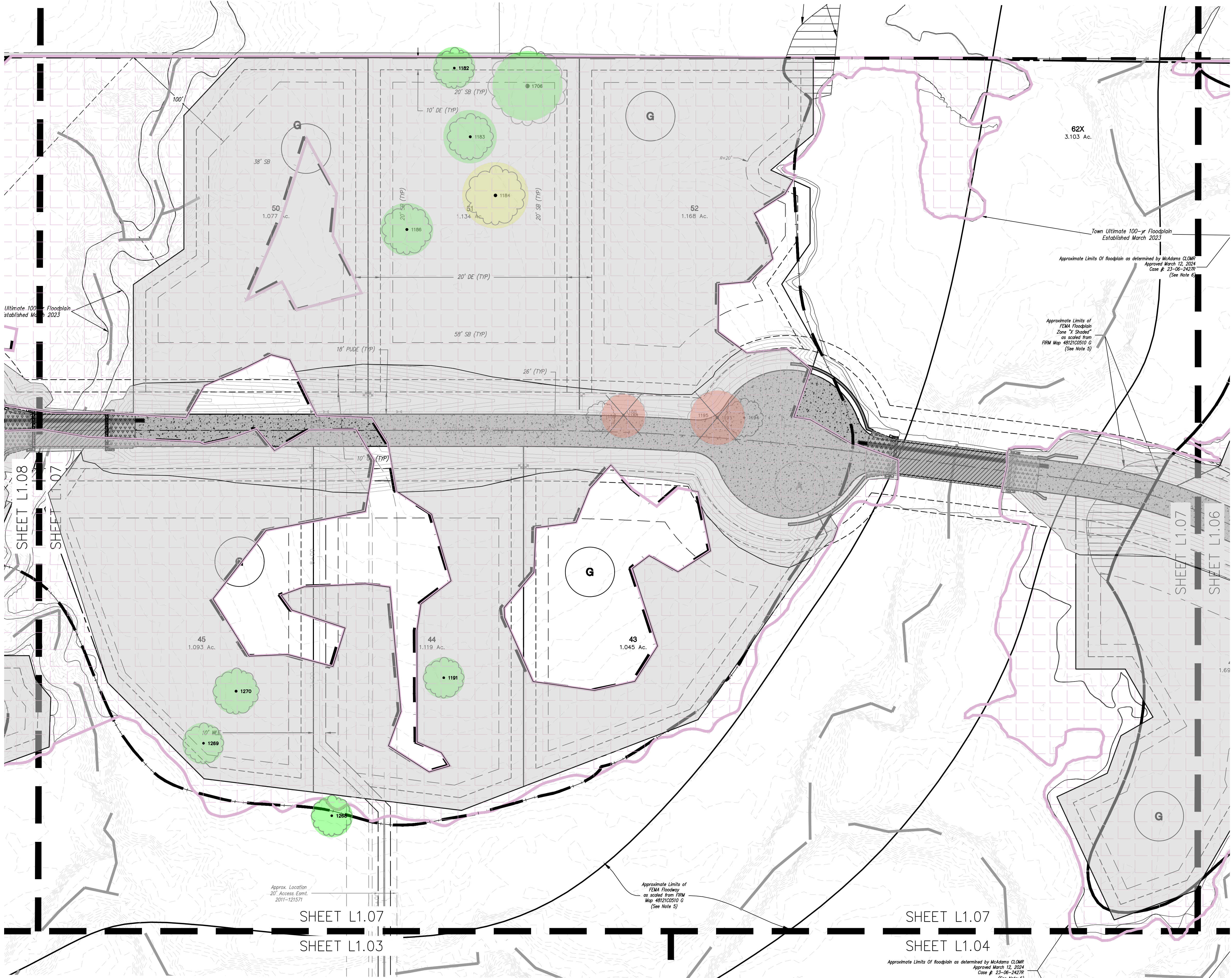
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FARMERS BRANCH, TEXAS 75234
Ph. (469) 892-7200
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- LEGEND
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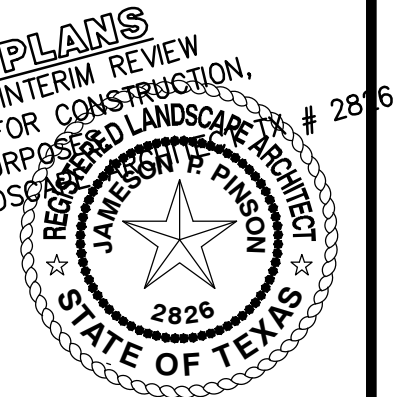
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72.766 Acres
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TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY



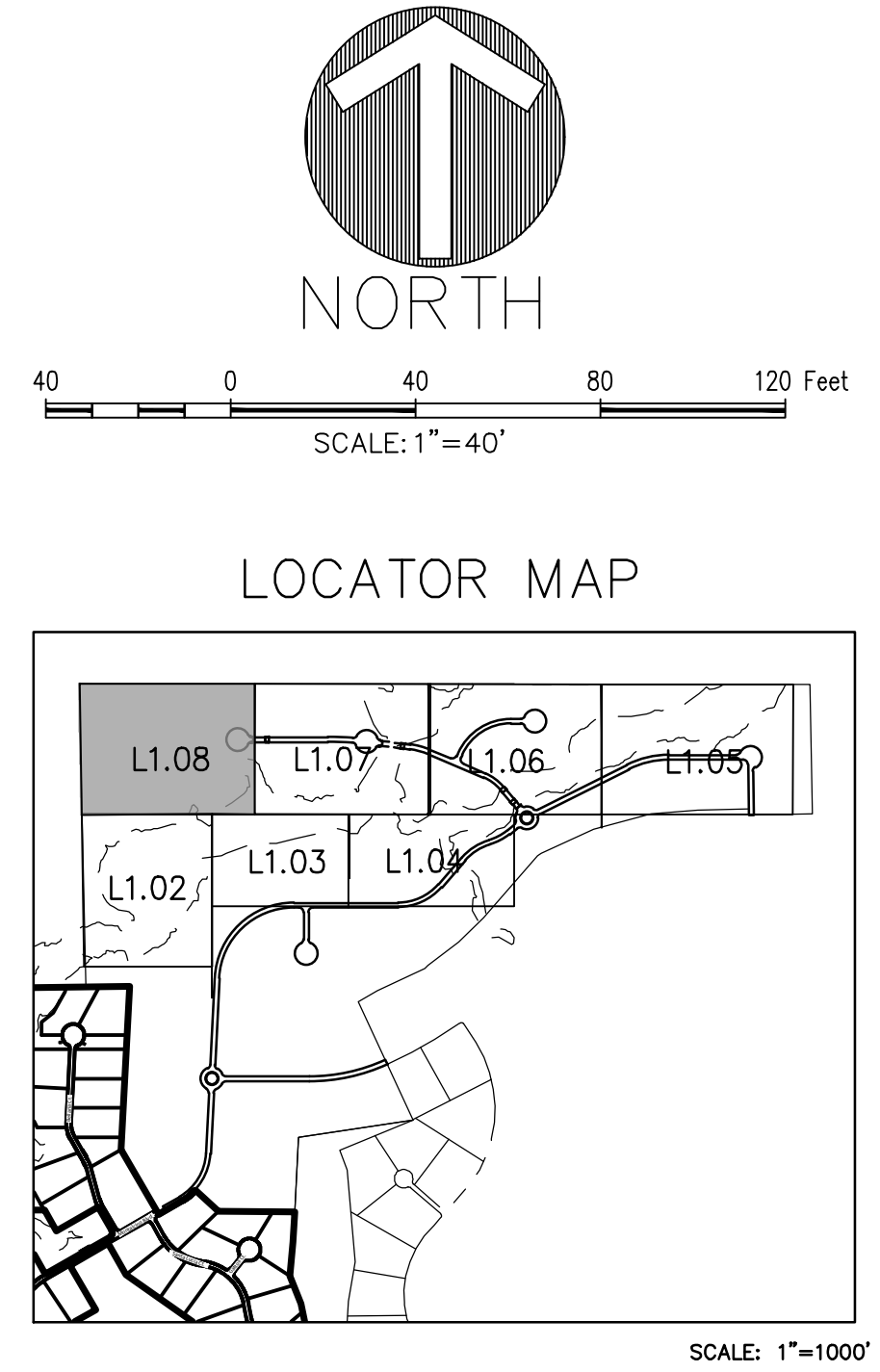
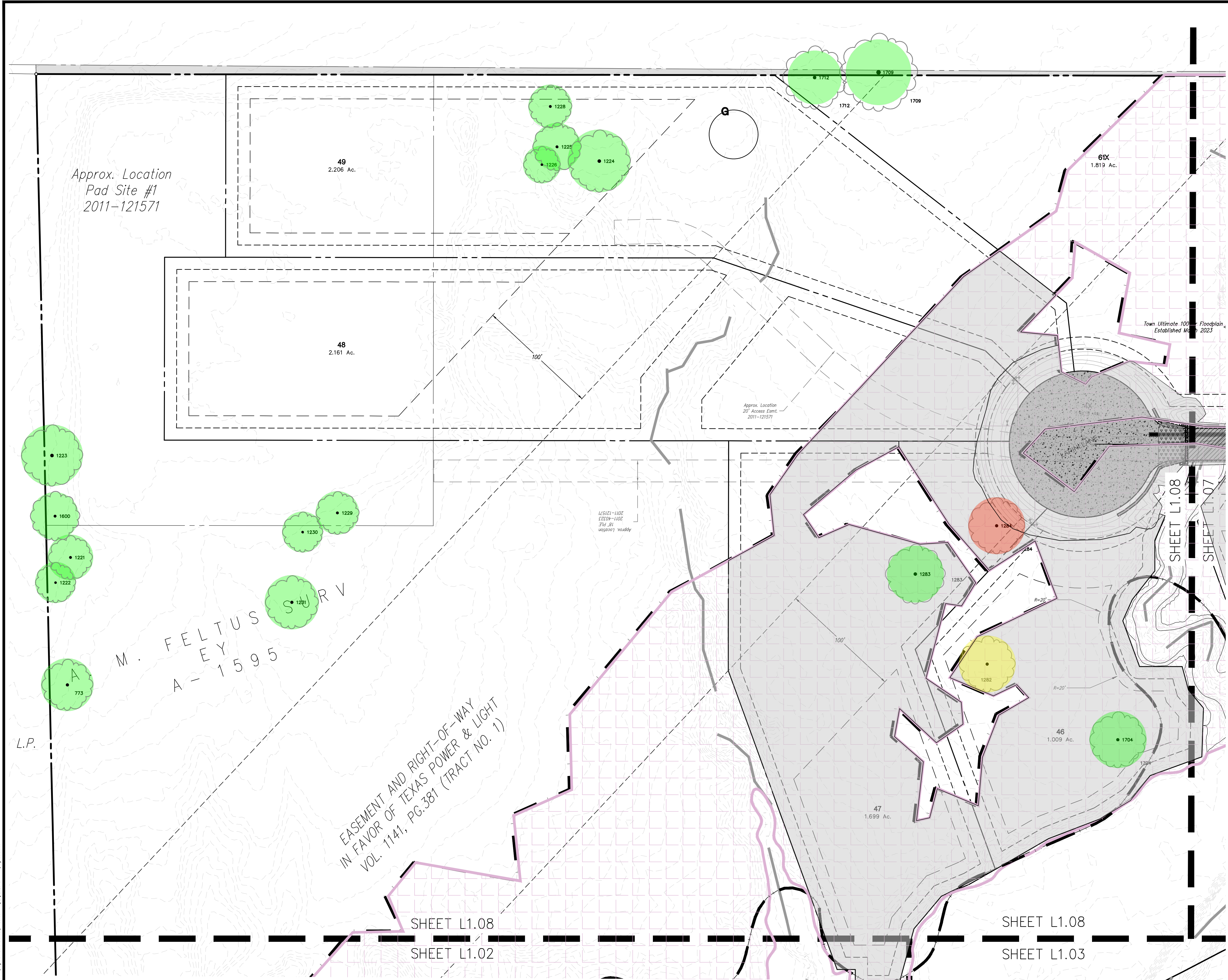
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MONTALCINO ESTATES - PHASE IV

72.766 Acres

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TREE SURVEY

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MCADAMS

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2826
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SPECIMEN TREES											
LIST #	TAG #	CALIPER (")	COMMON NAME	BOTANICAL NAME	SPECIMEN	REMOVED	REMARKS	RH	UWH	DEBIT	CREDIT
1	773	31	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
2	1149	24	POST OAK	Quercus stellata	YES	NO		YES	NO	0	0
3	1150	22	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	NO	0	0
4	1171	19, 14	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	NO	0	0
5	1172	19	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	NO	0	0
6	1173	26	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	NO	0	0
7	1174	19	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	NO	0	0
8	1175	20	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	NO	0	0
9	1177	22	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	YES	0	0
10	1178	22	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	YES	0	0
11	1182	22	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
12	1183	25	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
13	1184	20", 22"	POST OAK	Quercus stellata	YES	YES*	MULTI-TRUNK	NO	YES	0	0
14	1186	27	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
15	1188	25.5	POST OAK	Quercus stellata	YES	YES		NO	YES	0	0
16	1191	22	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
17	1195	32	POST OAK	Quercus stellata	YES	YES	MULTI-TRUNK	NO	YES	0	0
18	1198	28	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	NO	0	0
19	1199	22	POST OAK	Quercus stellata	YES	NO		YES	NO	0	0
20	1200	29	POST OAK	Quercus stellata	YES	NO		YES	NO	0	0
21	1201	22, 20	POST OAK	Quercus stellata	YES	NO		YES	NO	0	0
22	1206	28.5	POST OAK	Quercus stellata	YES	YES		NO	YES	0	0
23	1208	28.5	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
24	1209	23	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
25	1210	26	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
26	1211	26	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
27	1213	28	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
28	1214	24	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
29	1215	23	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
30	1216	22	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
31	1217	25.5	POST OAK	Quercus stellata	YES	YES*		NO	YES	0	0
32	1221	24	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
33	1222	22	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
34	1223	33.5	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
35	1224	34	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
36	1225	26.5	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
37	1226	20	CEDAR ELM	Ulmus Crassifolia	YES	NO		NO	NO	0	4
38	1228	23.5	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
39	1229	23.5	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
40	1230	22	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
41	1231	29, 21	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
42	1268	22	POST OAK	Quercus stellata	YES	NO		YES	NO	0	0
43	1269	22	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
44	1270	25	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
45	1271	30	PECAN	Carya illinoensis	YES	NO		YES	YES	0	0
46	1272	19	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	YES	0	0
47	1273	22	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
48	1274	23	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
49	1280	19	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	NO	0	0
50	1281	22	POST OAK	Quercus stellata	YES	NO		YES	YES	0	0
51	1282	23	POST OAK	Quercus stellata	YES	YES*		NO	YES	0	0
52	1283	23	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
53	1284	24.5	POST OAK	Quercus stellata	YES	YES		NO	YES	0	0
54	1400	31	POST OAK	Quercus stellata	YES	YES		NO	YES	0	0
55	1600	27	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
56	1704	23	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
57	1706	32	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
58	1709	32	POST OAK	Quercus stellata	YES	NO		NO	NO	0	6
59	1712	26	CEDAR ELM	Ulmus Crassifolia	YES	NO		NO	NO	0	5
60	1713	24	POST OAK	Quercus stellata	YES	NO		YES	NO	0	0
61	1714	25	POST OAK	Ulmus Crassifolia	YES	YES		NO	YES	0	0
62	1715	22	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
63	2262	25	CEDAR ELM	Ulmus Crassifolia	YES	NO		YES	NO	0	0
64	2264	30	POST OAK	Quercus stellata	YES	YES		NO	YES	0	0
65	2265	33.5	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
66	2266	22	POST OAK	Quercus stellata	YES	YES	MULTI-TRUNK	NO	YES	0	0
67	2267	24	POST OAK	Quercus stellata	YES	NO		NO	YES	0	0
TOTAL SPECIMEN TREE CREDITS										81	
TOTAL SPECIMEN TREE DEBIT										0	
TOTAL PROTECTED TREE CREDITS										138	
TOTAL PROTECTED TREE DEBIT										3	
SPECIMEN TREE REQUIRED MITIGATION (3" CAL TREES)										0	
TOTAL TREE CREDITS (138 + 81) - 3										216	
FINAL MITIGATION REPLACEMENT TREES										0	
FINAL MITIGATION FEES (\$600/3" CAL. TREE)										\$0.00	

YES* -- These specimen trees will remain through the infrastructure development and removal will be determined by the future owner of the residential lot

TOTAL AREA IN ACRES OF UWH ON SITE – 61.36

TOTAL AREA IN ACRES OF UWH OUTSIDE OF RH – 30.7

NUMBER OF UPLAND HABITAT ACRES IMPACTED = 18.28

NUMBER OF UPLAND HABITAT ACRES PRESERVED = 12.42

MITIGATION OWED FOR 5.86 ACRES X \$15,000/AC = \$87,900

PROTECTED TREES

NUMBER OF PROTECTED TREES TO REMAIN OUTSIDE OF UPLAND WOODED HABITAT(UWH) + RIPARIAN HABITAT(RHO) + OPEN SPACE(OS), EAST OF ELECTRICAL EASEMENT = 21

NUMBER OF PROTECTED TREES TO REMAIN OUTSIDE OF UWH + RH + OS, WEST OF ELECTRICAL EASEMENT = 117

NUMBER OF PROTECTED TREES ON LOT#48 = 20

NUMBER OF PROTECTED TREES ON LOT#49 = 97

*NUMBER OF PROTECTED TREES OUTSIDE OF UWH + RH + OS TO BE PRESERVED = 138

NUMBER OF PROTECTED TREES OUTSIDE OF UWH + RH + OS TO BE REMOVED (WITHIN STREET R.O.W) = 3 (8.5" Post Oak, 12" Post Oak, 14" Cedar Elm).

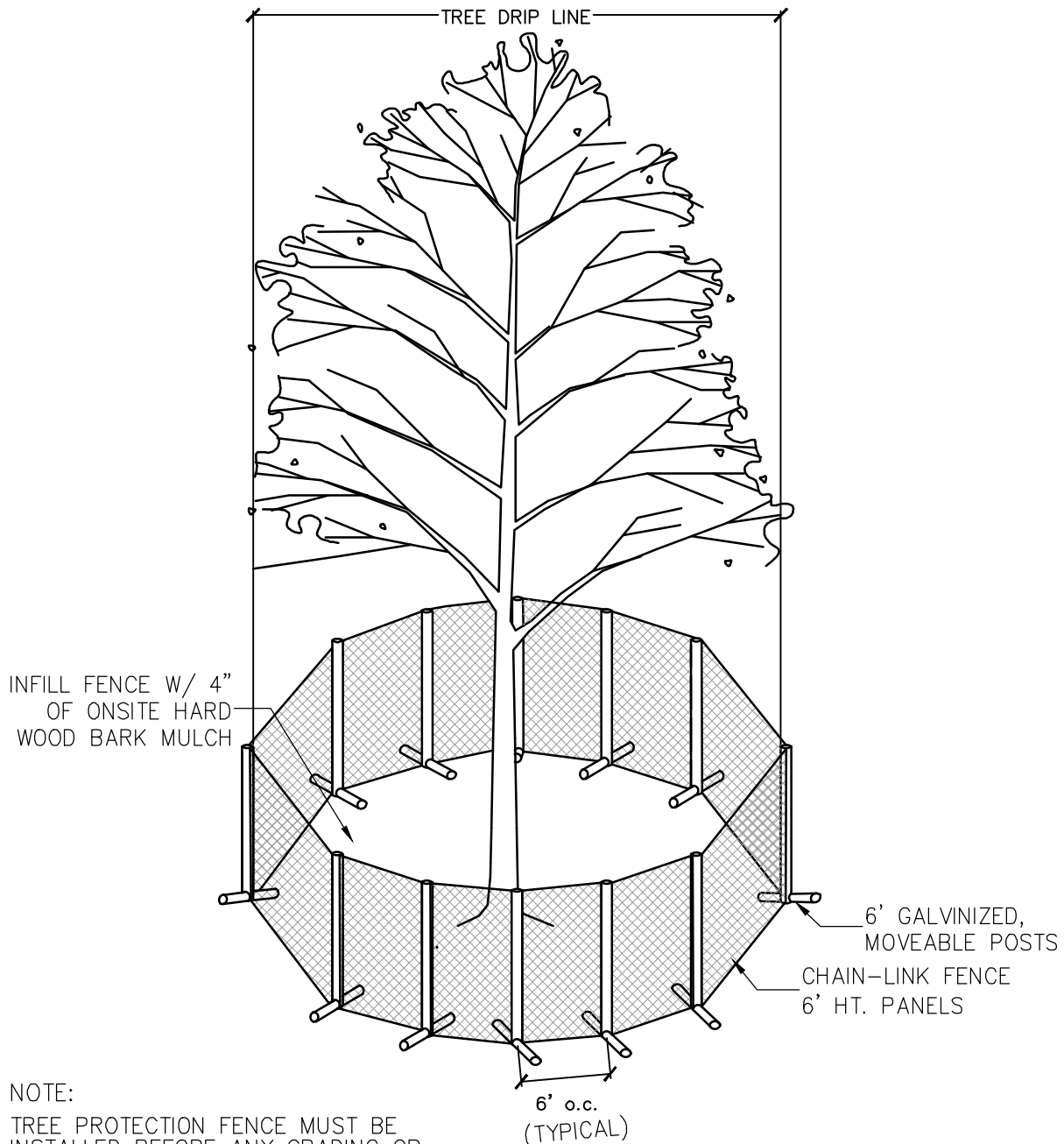
TREE DEBITS (DEFICIT – \$600 PER DEBIT) = 0

*Protected trees to be preserved are trees outside of the UWH, RH, OS on Individual lots.

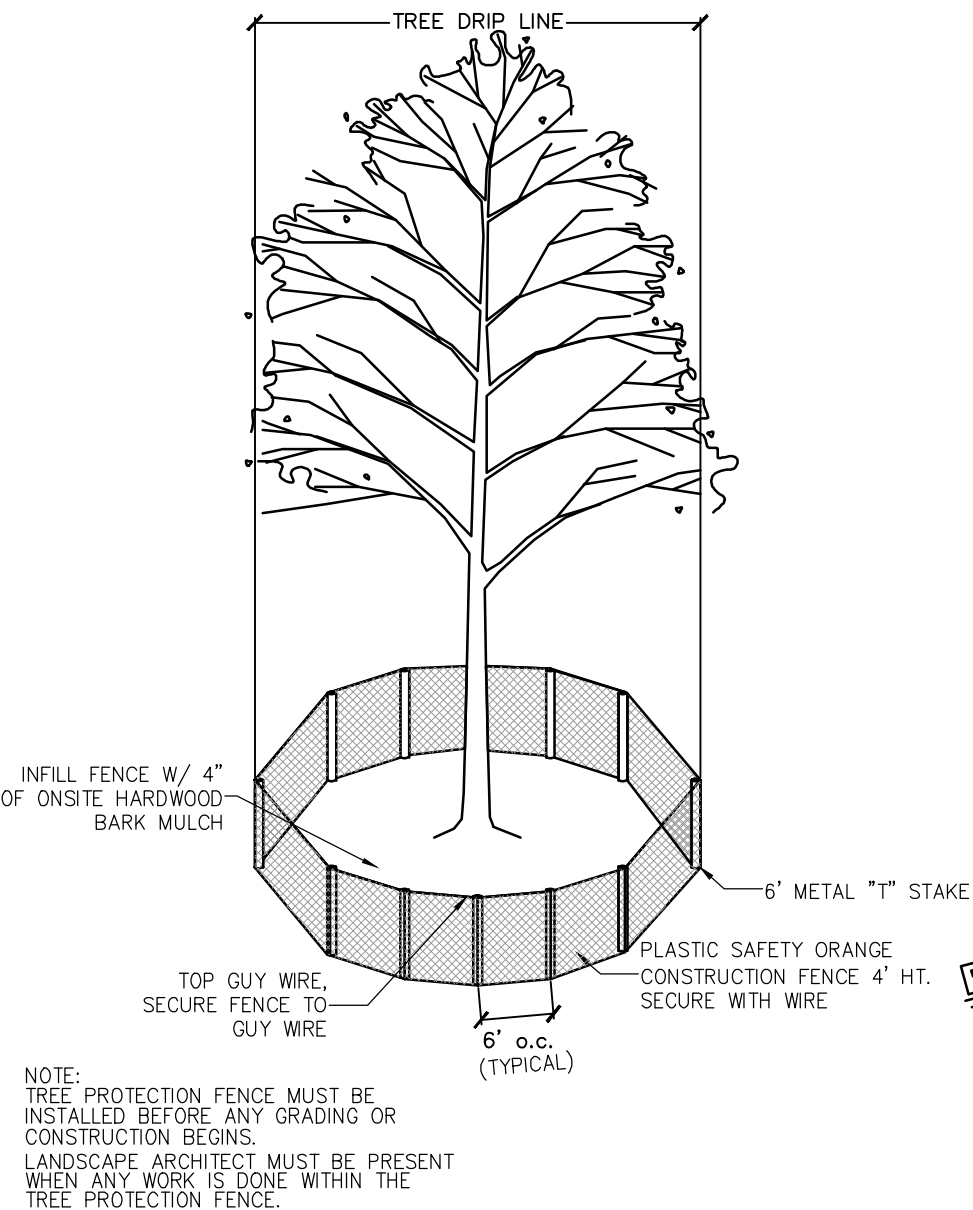
Individual lots to be determined with each lot Building Permit.

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
- 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
- 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the drip-line, whichever is greater.
- 2) TPZ: Tree Protection Zone: The entire soil space located directly under the drip-line of any tree (the entire drip-line).
- 3) CRS: Complete Root System: The soil space directly under the drip-line of any tree and an additional 7 feet beyond said drip-line.
- 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
- 2) All trees within the project area shall be pruned to:
- (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
- (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
- (iii) Remove stubs, cutting outside the wound-wood tissue that has formed around the branch.
- (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
- 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
- 4) No more than 20 percent of live foliage shall be removed from any tree.
- 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
- 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
- 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
- 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
- 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
- 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
- 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
- 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
- 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
- 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airdug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the drip-line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no grater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
- 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
- 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
- 9) Any grading, construction, demolition, or other work that in expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



1. SPECIMEN TREE PROTECTION FENCING



1. TREE PROTECTION FENCING

OWNER/DEVELOPER
CTMG MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75234
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayedil

TREE SURVEY

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L1.09

Tree #1184



Tree #1188



Tree #1195



Tree #1206



Tree #1217



Tree #1282



Tree #1284



Tree #1400



Tree #1714



Tree #2264



Tree #2266





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

DATE: November 17, 2025

FROM: John Habern, Park Development Manager

ITEM: Consider approval of a Parks Board Recommendation (PBR25-0002) for cash, in the amount of \$22,680.00, be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$24,984.00 for the Montalcino Phase IV residential development generally located north of Cross Timbers Rd. and west of Tour 18 Dr. (The Parks Board recommended approval by a vote of 6 to 0 at their December 5, 2024, meeting.)

BACKGROUND: The development came before the Parks Board on December 5, 2024, as a regular item with the proposal of cash in lieu of parkland dedication of \$22,984.00 and park development fees of \$24,984.00. The development is a gated community with a maximum dedication requirement of .3024 acres. The Parks Board recommended approval for cash in lieu of park dedication and park development fees by a vote of 6 to 0.

BOARD REVIEW/CITIZEN FEEDBACK:

This application was considered by the Parks Board at its November 5, 2024, meeting.

- [Parks Board Meeting Link](#)
- [Parks Board Staff Report Link](#)

ALTERNATIVES: The Town Council may approve or deny the recommendation or approve the recommendation with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



TOWN COUNCIL AGENDA K.6. REGULAR ITEM(S)

DATE: November 17, 2025

FROM: Nick Ford, Senior Planner

ITEM: **Public Hearing to consider an ordinance amending the zoning (Z25-0006 – Town Initiated Rezoning [IH to A]) from Interim Holding (IH) uses to Agricultural (A) uses. The properties are located throughout the Town. (PZ recommended approval by a vote of 5 to 0 at its November 10, 2025, meeting.)**

BACKGROUND:

- Size – 425.895 acres
- Existing Zoning – Interim Holding (IH)
- Proposed Zoning – Agricultural (A)
- [Planning and Zoning Commission Staff Report Link](#)

This is a Town-initiated zoning. The Interim Holding District was intended to be used as a temporary zoning designation for property upon annexation into Flower Mound until such time that there was interest in obtaining permanent zoning for the property. The permitted uses under the Agricultural (A) Zoning District are identical to those currently allowed within the Interim Holding (IH) District, though properties designated as IH may not be subdivided or otherwise altered. Therefore, the Town found that establishing permanent zoning for the subject properties may be beneficial to property owners.

This action does not prevent property owners from pursuing a future rezoning request and is not intended to present an opinion on behalf of the Town related to any future zoning requests. Furthermore, this rezoning does not represent a suggested Master Plan Amendment (MPA) to the Town's current Land Use Plan.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning and Zoning Commission moved to recommend approval by a vote of 5 to 0 at its November 10, 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 (contract, agreement, ordinance, resolution, etc.) as to form and legality.

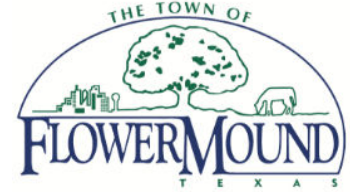
ATTACHMENTS:

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

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

Vicinity Map

Z25-0006: Town Initiated Rezoning (IH to A)

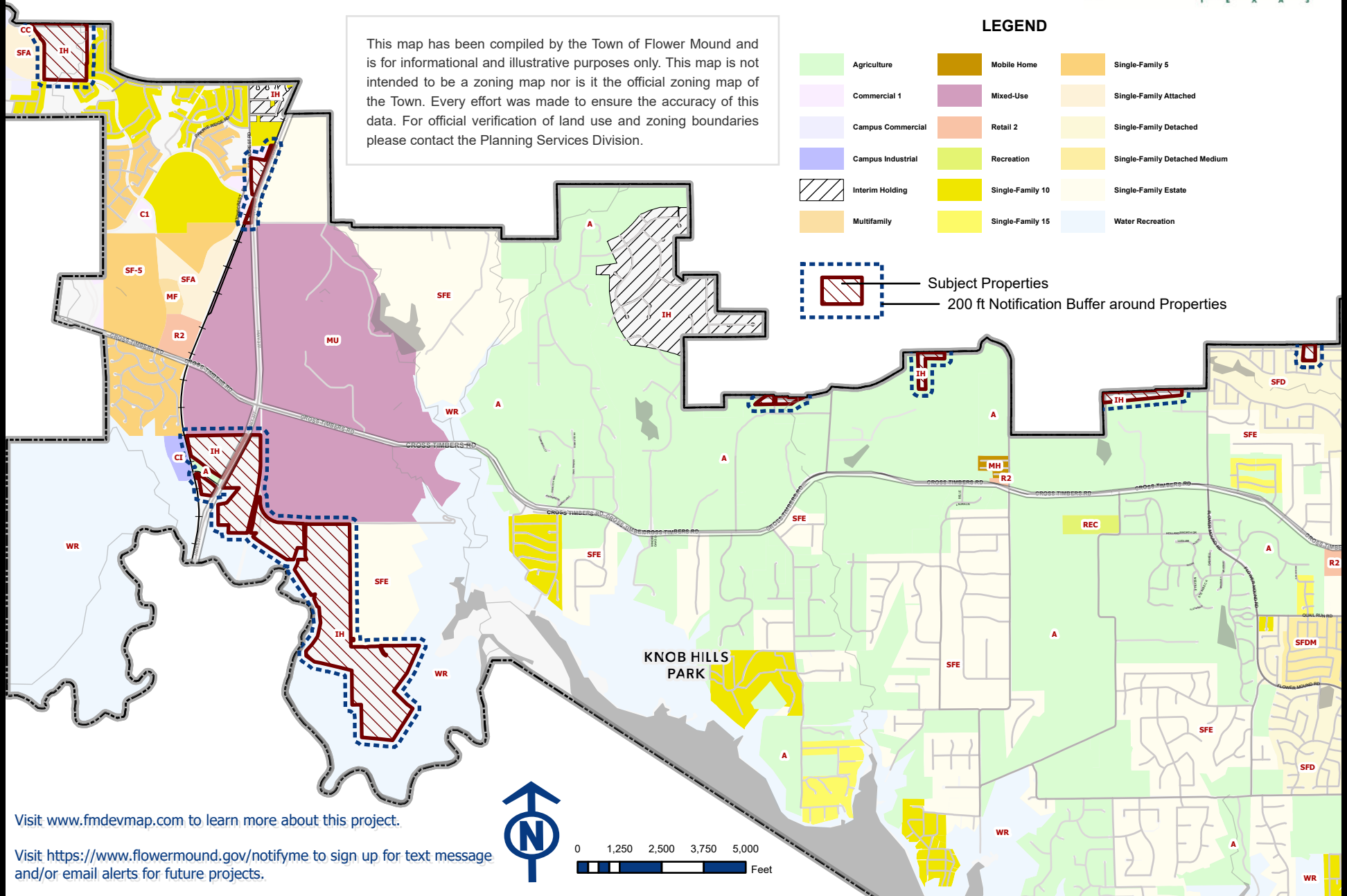


This map has been compiled by the Town of Flower Mound and is for informational and illustrative purposes only. This map is not intended to be a zoning map nor is it the official zoning map of the Town. Every effort was made to ensure the accuracy of this data. For official verification of land use and zoning boundaries please contact the Planning Services Division.

LEGEND

	Agriculture		Mobile Home		Single-Family 5
	Commercial 1		Mixed-Use		Single-Family Attached
	Campus Commercial		Retail 2		Single-Family Detached
	Campus Industrial		Recreation		Single-Family Detached Medium
	Interim Holding		Single-Family 10		Single-Family Estate
	Multifamily		Single-Family 15		Water Recreation

Subject Properties
 200 ft Notification Buffer around Properties



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

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



0 1,250 2,500 3,750 5,000
 Feet

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. xx-25

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 425.895 ACRES OF LAND SITUATED THROUGHOUT THE TOWN AND DESCRIBED MORE FULLY IN EXHIBIT "A" ATTACHED HERETO FROM IH INTERIM HOLDING USES TO A AGRICULTURAL USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS INCORPORATED HEREIN; 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 Town Council has initiated consideration of a change in zoning classification from IH Interim Holding uses to A Agricultural uses for the properties (the "Properties") described in Exhibit "A," attached hereto and incorporated herein for all purposes; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on November 10, 2025, and the Town Council of the Town held a public hearing on November 17, 2025, with respect to the proposed zoning 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 rezoning on the Properties; and,

WHEREAS, the Town Council finds that amendment of the Zoning Map as outlined herein is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

The Land Development Regulations of the Town, as amended, are hereby amended on the hereinafter described Properties and area to change the zoning designations on the Properties as shown below:

Approximately 425.895 acres of land in the Town of Flower Mound, Denton County, Texas, as more fully described in Exhibit "A," attached hereto and incorporated herein for all purposes.

The zoning designation on the Properties is hereby changed from IH Interim Holding District uses to A Agricultural uses.

SECTION 2

The official Zoning Map of the Town is amended, and the Director of Development Services is directed to revise the official Zoning Map to reflect the approved zoning, as set forth above.

SECTION 3

The use of the Properties described above shall be subject to all restrictions, terms, and conditions contained herein, as well as all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

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 17TH DAY OF NOVEMBER, 2025.

APPROVED:

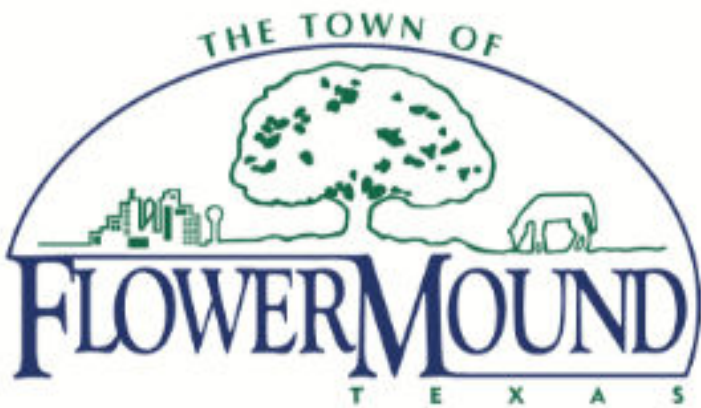
Cheryl Moore, MAYOR

ATTEST:

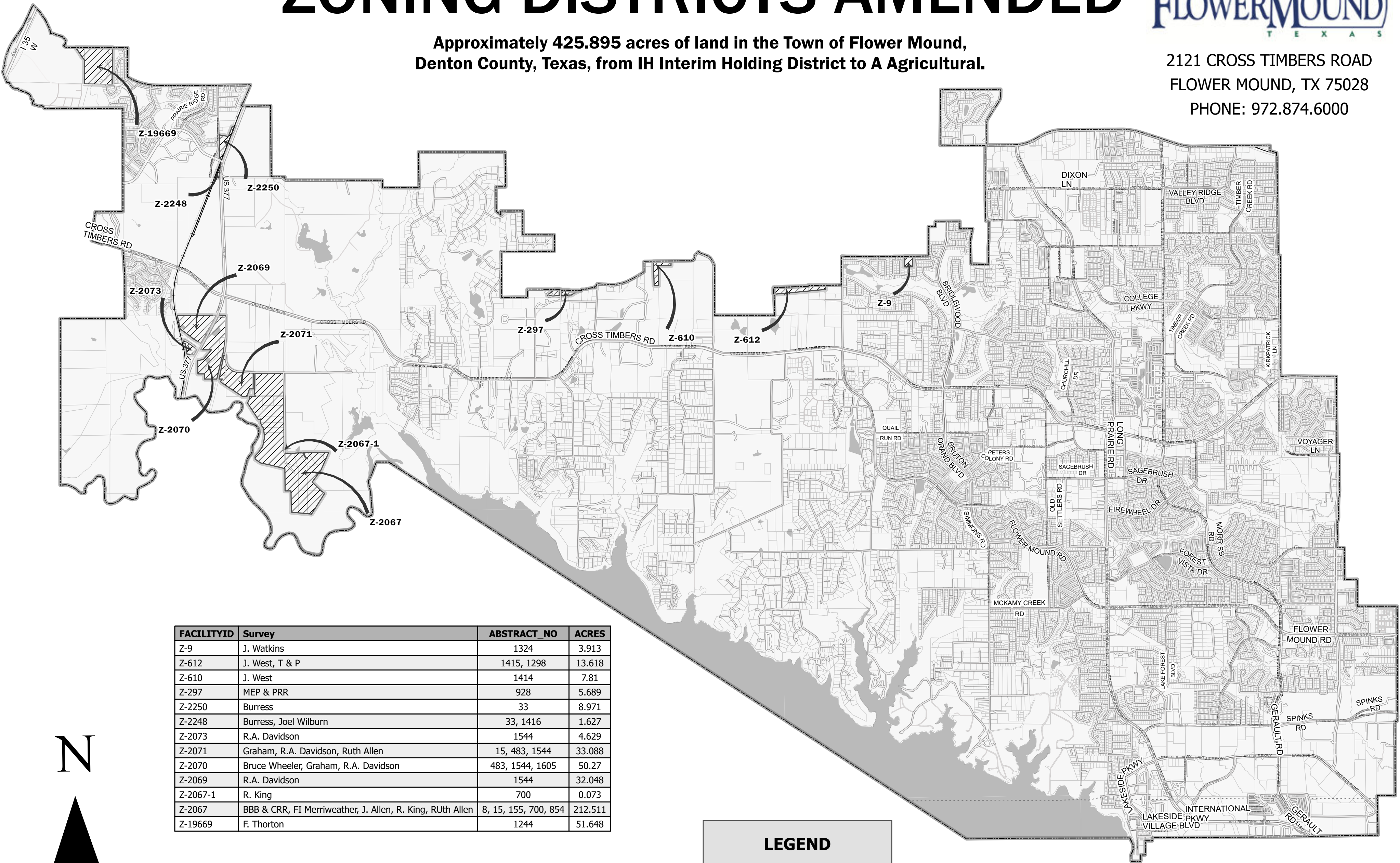
Traci Henderson, TOWN SECRETARY

ZONING DISTRICTS AMENDED

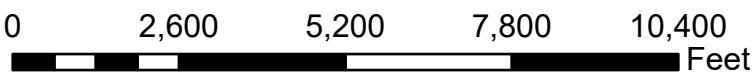
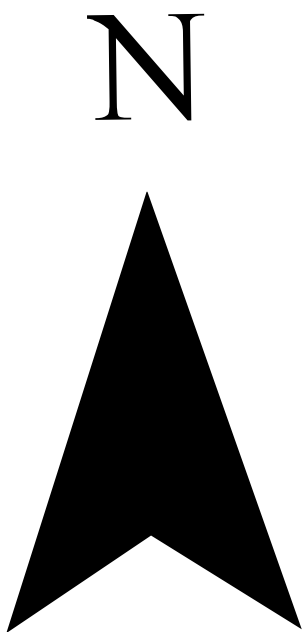
Approximately 425.895 acres of land in the Town of Flower Mound,
Denton County, Texas, from IH Interim Holding District to A Agricultural.



2121 CROSS TIMBERS ROAD
FLOWER MOUND, TX 75028
PHONE: 972.874.6000



FACILITYID	Survey	ABSTRACT_NO	ACRES
Z-9	J. Watkins	1324	3.913
Z-612	J. West, T & P	1415, 1298	13.618
Z-610	J. West	1414	7.81
Z-297	MEP & PRR	928	5.689
Z-2250	Burruss	33	8.971
Z-2248	Burruss, Joel Wilburn	33, 1416	1.627
Z-2073	R.A. Davidson	1544	4.629
Z-2071	Graham, R.A. Davidson, Ruth Allen	15, 483, 1544	33.088
Z-2070	Bruce Wheeler, Graham, R.A. Davidson	483, 1544, 1605	50.27
Z-2069	R.A. Davidson	1544	32.048
Z-2067-1	R. King	700	0.073
Z-2067	BBB & CRR, FI Merriweather, J. Allen, R. King, RUth Allen	8, 15, 155, 700, 854	212.511
Z-19669	F. Thorton	1244	51.648



LEGEND

Town Boundary

Parcel to Rezone

Parcels



TOWN COUNCIL AGENDA L.1. WORK SESSION ITEM(S)

DATE: November 17, 2025
FROM: Brian Waltenburg, Director of Public Works
ITEM: **Value of Municipal Services: Public Works (Streets & Traffic)**

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.

The fourth session in this series will focus on streets and transportation services, which are provided by the Town’s Public Works Department. The presentation will offer an overview of capital improvement planning, street maintenance, and traffic operations. It will highlight key performance metrics, trends in service delivery and demand, and recent accomplishments and challenges. The session will also explore how these services support community mobility, safety, and infrastructure sustainability, while providing transparency around service costs in alignment with Strategic Initiative 1.3.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



TOWN COUNCIL AGENDA M.1. BOARDS/COMMISSIONS

DATE: November 17, 2025

FROM: Traci Henderson, Town Secretary

ITEM: **Discuss and consider adopting a Resolution casting votes for candidate(s) in the election of the Denton Central Appraisal District Board of Directors.**

BACKGROUND: This item is to cast votes for candidate(s) to serve on the Denton CAD Board of Directors. Town Council can distribute some or all of the 42 allocated votes to the slate of candidates.

The two nominees receiving the most votes will be seated as Place 4 and Place 7 on the Denton CAD Board of Directors in January 2026.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: If no action is taken, votes from other taxing jurisdictions will determine the results.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Distribution of Votes
2. Candidates
3. Draft Resolution

DRAFT MOTION: Move approval of a resolution casting a total of 42 votes for candidate(s) to serve on the Denton CAD Board of Directors.

DENTON CENTRAL APPRAISAL DISTRICT				
2025 DISTRIBUTION OF VOTES				
			%OF TOTAL	NUMBER
JURISDICTIONS		2024 LEVY	LEVIES	OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	65,674,321.88	2.1939%	44
S02	AUBREY ISD	39,352,904.49	1.3146%	25
S03	CARROLLTON-FB ISD	57,743,916.14	1.9290%	39
S04	CELINA ISD	3,833,678.65	0.1281%	3
S05	DENTON ISD	378,411,405.76	12.6413%	252
S15	ERA ISD	1,363.08	0.0000%	1
S06	FRISCO ISD	194,933,962.10	6.5120%	129
S07	KRUM ISD	23,764,217.83	0.7939%	16
S08	LAKE DALLAS ISD	39,650,352.26	1.3246%	25
S09	LEWISVILLE ISD	638,403,213.58	21.3267%	426
S10	LITTLE ELM ISD	97,843,078.39	3.2686%	64
S11	NORTHWEST ISD	228,547,521.30	7.6349%	152
S12	PILOT POINT ISD	12,948,005.21	0.4325%	9
S13	PONDER ISD	14,152,080.10	0.4728%	9
S17	PROSPER ISD	54,811,672.58	1.8311%	37
S14	SANGER ISD	25,375,386.78	0.8477%	17
S16	SLIDELL ISD	667,895.55	0.0223%	1
SCHOOL DISTRICTS TOTALS		\$1,876,114,975.68	62.674%	1248
G01	DENTON COUNTY	\$355,813,572.94	11.89%	238
CITIES:				
C26	TOWN OF ARGYLE	5,243,027.85	0.1752%	4
C01	CITY OF AUBREY	5,417,579.06	0.1810%	4
C31	TOWN OF BARTONVILLE	1,230,886.43	0.0411%	1
C02	CITY OF CARROLLTON	67,706,583.01	2.2618%	45
C49	CITY OF CELINA	7,844,726.08	0.2621%	5
C03	CITY OF THE COLONY	51,299,340.21	1.7137%	34
C21	TOWN OF COPPELL	1,146,465.63	0.0383%	1
C27	TOWN OF COPPER CANYON	1,799,333.55	0.0601%	1
C04	CITY OF CORINTH	18,804,366.34	0.6282%	13
C20	CITY OF DALLAS	16,959,752.07	0.5666%	10
C05	CITY OF DENTON	121,511,703.72	4.0593%	80
C42	CITY OF DISH	229,802.25	0.0077%	1
C30	TOWN OF DOUBLE OAK	1,303,943.09	0.0436%	1
C47	TOWN OF CORRAL CITY	29,938.96	0.0010%	1
C07	TOWN OF FLOWER MOUND	63,454,826.24	2.1198%	42
C36	CITY OF FORT WORTH	51,610,843.95	1.7241%	34
C32	CITY OF FRISCO	81,844,800.22	2.7341%	54
C39	CITY OF GRAPEVINE	306.38	0.0000%	1
C22	TOWN OF HACKBERRY	228,478.68	0.0076%	1
C38	CITY OF HASLET	3,218.15	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,634,384.89	0.0880%	2
C08	CITY OF HIGHLAND VILLAGE	16,892,013.38	0.5643%	10
C09	CITY OF JUSTIN	6,546,518.74	0.2187%	4
C18	CITY OF KRUGERVILLE	1,475,331.88	0.0493%	1
C10	CITY OF KRUM	4,868,975.64	0.1627%	3
C11	CITY OF LAKE DALLAS	4,339,853.40	0.1450%	3
C25	CITY OF LAKEWOOD VILLAGE	723,384.86	0.0242%	1
C12	CITY OF LEWISVILLE	93,286,509.19	3.1164%	61
C13	TOWN OF LITTLE ELM	47,202,830.20	1.5769%	32
C45	CITY OF NEW FAIRVIEW	164,216.87	0.0055%	1
C33	TOWN OF NORTHLAKE	9,669,065.95	0.3230%	6
C24	CITY OF OAK POINT	5,031,372.81	0.1681%	3
C14	CITY OF PILOT POINT	4,795,191.43	0.1602%	3
C29	CITY OF PLANO	7,234,194.18	0.2417%	5
C15	TOWN OF PONDER	2,371,697.72	0.3114%	6
C48	CITY OF PROSPER	14,637,192.29	0.4890%	10
C51	TOWN OF PROVIDENCE VILLAGE	5,894,070.34	0.1969%	4
C17	CITY OF ROANOKE	11,798,191.28	0.3941%	8
C16	CITY OF SANGER	9,473,036.62	0.3165%	6
C34	TOWN OF SHADY SHORES	1,671,648.80	0.0558%	1
C37	CITY OF SOUTHLAKE	830,182.93	0.0277%	1
C28	CITY OF TROPHY CLUB	12,005,186.50	0.4010%	8
C44	TOWN OF WESTLAKE	305,951.53	0.0102%	1
CITY TOTAL		\$761,520,923.30	25.67%	514
TOTAL ALL JURISDICTIONS		\$2,993,449,471.92	100.00%	2000



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

TO: Denton County Taxing Units
FROM: Don Spencer, Chief Appraiser
DATE: October 22, 2025
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before Monday, December 15th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The two nominees receiving the most votes will be seated as Place 4 & 7 on the Denton CAD Board of Directors in January of 2026.

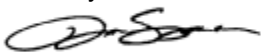
The candidates nominated by the taxing units are:

<u>Candidate</u>	<u>Nominating Unit</u>
1. Mike Hennefer	<i>City of Carrollton, C-FB ISD, City of The Colony, Denton County, City of Frisco, City of Highland Village, Lewisville ISD, City of Lewisville, Northwest ISD, City of Plano, Town of Shady Shores, City of Southlake</i>
2. Ann Pomykal	<i>City of Carrollton, City of The Colony, Denton County, City of Highland Village, City of Lewisville, Lewisville ISD, Northwest ISD, City of Plano Town of Shady Shores, City of Southlake</i>
3. Jordan Villareal	Frisco ISD, City of Frisco
4. DeVon English	Little Elm ISD

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

Thank you,



Don Spencer
Chief Appraiser
Denton Central Appraisal District

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. XX-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, EXERCISING THEIR RIGHT TO CAST VOTES FOR CANDIDATE(S) IN THE ELECTION OF THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, The Town of Flower Mound is a member of the Denton Central Appraisal District and is entitled to cast 42 votes in the election of the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and,

WHEREAS, each voting unit must cast its votes by resolution and submit it to the Chief Appraiser before December 15, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT FLOWER MOUND CAST VOTES ACCORDINGLY AS REPRESENTED BELOW:

Candidate Name	# of votes

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF ____ TO ____ ON THE 17TH DAY OF NOVEMBER, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY