

Town Council Regular Meeting



December 1, 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 Community Wildfire Protection Plan
2. Flower Mound High School Marching Band Certificate of Achievement Awards

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, fill out a [comment form \(PDF\)](#). Note:

- Limited to three (3) minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Direct comments to the Town Council
- State your name and the municipality where you reside

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

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

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. December 15 - Regular Meeting
2. December 18 - Work Session

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 - 11/17 - Consider approval of the minutes from a regular meeting held on November 17, 2025.
2. Bucket Truck Replacement - Parks (VERF) - Consider approval of the purchase of one (1) Ford F550 4x4 w/Altec AT40G Aerial bucket truck body per Town of Flower Mound specifications and vendor quote from Altec Industries through the Sourcewell Cooperative Contract #110421-ALT, for the Parks Division, in the amount of \$168,686.00.
3. Annual Standards of Care Ordinance Update - Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code-Section 42.041 and to adopt an Ordinance providing for said Standards. (The Parks Board recommended approval by a vote of 6 to 0 at its November 6, 2025 meeting).
4. Design PSA - Marcus Dr, Marcus Ct, Prospect Dr Reconstruction - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Marcus Dr, Marcus Ct, Prospect Dr Reconstruction project, in the amount of \$398,000.00; and authorization for the Mayor to execute same on behalf of the Town.
5. Purchase a Chevy Tahoe 4WD PPV Police Pursuit Vehicle – Police (VERF) - Consider approval of the purchase of one (1) new 2026 Chevy Tahoe 4WD PPV Police Pursuit Vehicle with Vendor Quote from Sames Auto Group in the amount of \$57,350.00.
6. Denton County Hazard Mitigation Plan - Consider approval of a Notice of Intent to continue participation in the Denton County Hazard Mitigation Action Plan (HMAP) and authorization for the Mayor to approve same on behalf of the Town.

7. Easement Abandonment - Consider approval of an ordinance providing for the abandonment and release of the Town's interest in temporary construction easements and a permanent drainage easement, previously granted to the Town as recorded in the Real Property Records of Denton County, Texas, as document numbers 2020-12060, 2020-12061, and 2020-12062; authorizing the Mayor to execute and sign all documents releasing the easements to the owners of the fee estate; providing a severability clause; and providing an effective end date.

K. REGULAR ITEM(S)

1. Reinsurance Contract (Town Health Plan) - Consider approval of a reinsurance renewal for the Town's Group Health Plan with Voya Financial for the amount of \$2,072,401; and authorization for the Mayor to execute the same on behalf of the Town.
2. 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. (On November 17, 2025, Town Council moved by a vote of 5-0 to table this item to the December 1, 2025, Meeting.) (PZ recommended approval by a vote of 5 to 1 at its November 10, 2025, meeting.)
3. TRP25-0001 Montalcino 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. The Town Council postponed this item to the December 1, 2025, meeting by a vote of 5 - 0 at its November 17, 2025, meeting.)
4. Parks Board Recommendation Montalcino Phase IV - 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.)

L. WORK SESSION ITEM

1. Presentation and discussion on land use assumptions, growth rates, and capital improvements
2. Value of Municipal Services: Development Services
3. Value of Municipal Services: Engineering Services (Development)

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 approval of a resolution casting a vote for a candidate in the election of the Tarrant Appraisal District (TAD) Board of Directors.
2. Discuss and consider approval of a resolution to nominate an individual to be voted on by taxing jurisdictions to fulfill a vacancy for the Tarrant Appraisal District (TAD) 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. Chapter 6, Division 1: Dangerous Dogs and Dangerous Animals
 - 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.
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 21, 2025, by 5:00 p.m.

Anne Carnes, Deputy Town Secretary

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

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

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



Proclamation

Community Wildfire Protection Plan

WHEREAS, Texas is experiencing unprecedented growth and development in areas that were once rural, coupled with an increase in the occurrence of wildfires,

WHEREAS, it is in these areas where developments meet vegetation, or the Wildland Urban Interface, that the greatest risk to public safety and property from wildfire exists,

WHEREAS, the best defense is preparedness and public education concerning the dangers that wildfire poses to the residents and natural resources of the Town of Flower Mound,

WHEREAS, a Community Wildfire Protection Plan (CWPP) is authorized under the provisions outlined in the Title I of the Healthy Forest Restoration Act of 2003,

WHEREAS, a CWPP is a written document, mutually agreed upon by local, state and federal representatives and stakeholders that identifies how a community will reduce its risks from wildland fire,

WHEREAS, a CWPP addresses structural ignitability, prioritizes hazardous fuel reduction efforts on public and private lands and is developed collaboratively,

WHEREAS, the development of a CWPP gives a community an opportunity to influence the manner in which hazardous fuels are reduced on federal lands in proximity to communities,

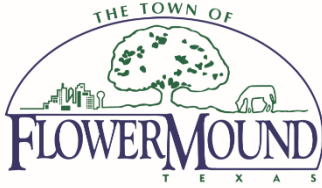
WHEREAS, communities with a CWPP offer the best solution for communities at risk from wildfire to mitigate said risks.

NOW, THEREFORE IT BE RESOLVED, that the Town of Flower Mound urges all citizens in Flower Mound to participate in the development of a Community Wildfire Protection Plan in accordance with the Healthy Forest Restoration Act.

IN OFFICAL RECOGNITION WHEREOF, I the undersigned hereby affix my signature this ____ day of _____, _____.

Cheryl Moore, Mayor

Town Council Regular Meeting



November 17, 2025

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the meeting 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 Liles gave the invocation.

C. PLEDGES

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

D. PRESENTATION(S)

1. Proclamation Salvation Army of North Texas

Mayor Moore recited the proclamation and presented it to The Salvation Army Major Becky Gilliam.

2. Proclamation for Small Business Saturday

Mayor Moore recited the proclamation and presented it to Ray Watson, Director of Economic Development; Melody Eby, Economic Development Manager; Maxine Musuqua, Economic Development Specialist; Lori Walker, President and Kelly Heslep, Vice President of Programs/Events - Flower Mound Chamber of Commerce.

3. Flower Mound Chamber of Commerce Annual Update

Lori Walker, Flower Mound Chamber of Commerce President, presented the Chamber of Commerce Annual Update to Town Council.

E. PUBLIC COMMENT

There were no requests to speak from the public.

F. ANNOUNCEMENTS

There were announcements from the Mayor or Council members regarding:

Flower Mound Public Library 40th Birthday Party November 25
Band competition awards and recognitions for Flower Mound schools
Old Settlers Christmas at Gibson-Grant November 29
November is Arts Month

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects

- a. Retail and Restaurant Survey Results

Maxine Musuqua, Economic Development Specialist, gave a presentation identifying or noting:

Survey timeline and participants; shopping and dining locations; dining options/preferences; retail options; and top requested retailers and restaurants.

Town Council and staff discussed duplicate restaurant requests.

3. Organizational Updates

a. Employee Service Recognition

Town Manager, James W. Childers, recognized the following:

Ronnie McCarroll, Fire Captain, for thirty-five (35) years of service

Fire Department receipt of the Award of Excellence In Fire Protection from the Texas Fire Marshalls Association (Gold Level)

Communication Department's receipt of 11 statewide awards from the Texas Association of Telecommunications Officers and Advisors (TATOA)

H. FUTURE AGENDA ITEM(S)

The Mayor and Town Council requested the following future agenda times:

Council directed staff to remove language requiring the stating of the speaker's address from being announced during Public Comment.

Vaping in public spaces

I. COORDINATION OF CALENDARS

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

Chris Drew will not be in attendance at the December 1 meeting.

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

J. CONSENT ITEM(S)

ACTION: Adam Schiestel moved to approve the consent agenda. 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 - 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 FreelT'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.

Manny Palacios, Assistant Director of Public Works, gave a presentation identifying or noting:

Project overview; project limits; existing pavement distress photos; cost estimate; timeline; and anticipated completion.

Town Council and staff discussed widening as a separate project from panel replacement, age of roadway and possible reasons for deterioration.

ACTION: Brian Taylor moved to approve K.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. 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)

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

General/detailed location photos; land use; zoning; sub-zone map; requested modifications; current and proposed modification language and maps; current Street E options and proposed amendment; and site photos.

Applicant Sam Lawrence, Cross Architects, Plano, gave a presentation identifying or noting:

Project overview; primary objectives; existing conditions and zone affected; challenges; proposed amendment reasoning; code clarification; neighborhood coordination clarification; roadway/sidewalk/trailhead connectivity; consistency with Town policies; public and staff coordination and approvals; and requested action.

Town Council, applicant, and staff discussed impact of language change when requirement still requires meeting engineering standards; adding language when silent on a subject; 800-foot easement options; non-requirement for a masonry wall; project history and accountability; planning and zoning vote; options for requirement updated concept plan; corner/angled parking concerns; mixed use space;

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 only the following four items:

Convert street right of way to easements.

Removing requirement for Street C to connect to the residential area on the east side.

Remove the connection for Street E to the western property shared access easement.

Correct the fire lane size typographical error.

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. 47-25

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.

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.)

Mayor Moore stated items K.3, K.4, and K.5 would be presented at the same time.

Lexin Murphy, Director of Development Services, presented items K.3 and K.5 identifying or noting:

General and detailed location photos, land use; zoning; subdivision site plan; house pad benching; lot-to-lot drainage; topographic slope; board recommendations - approval and denial of trees and cash in lieu of park land dedication and fees; and tree survey.

Applicant, Darren Andrews, Senior Project Manager with McAdams, was present

to answer questions.

Neighbor contact information; Home Owners Association (HOA) meetings; retaining wall in relation to lot line; timeline; and fence completion.

Town Council, applicant, and staff discussed driveway location; and the need for developer representation to answer questions.

Mayor Moore opened the public hearing on item K.4.

All addresses are located in Flower Mound unless otherwise indicated.

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.		Cindy Clark, 8704 Baltersrol Drive	

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

ACTION: Adam Schiestel moved to table items K.3, K.4, and K.5 to the December 1, 2025, council meeting. Ann Martin seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

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.)

This item was presented with items K.3 and K.5.

The public hearing for this item was open and closed when presented with items K.3 and K.5.

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.)

This item was presented with items K.3 and K.4

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.)

Brian Taylor recused himself from this item and left the dais at 7:49 p.m.

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

General and detailed location; land use; vicinity map; proposed amended zoning districts; and site photos.

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

ACTION:	Chris Drew moved to approve K.6. as presented. Janvier Werner seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	Brian Taylor
RESULT:	4 : 0

ORDINANCE NO. 48-25

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.

Brian Taylor returned to the dais at 7:55 p.m.

L. WORK SESSION ITEM(S)

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

Brian Waltenburg, Director of Public Works, gave a presentation identifying or noting:

Mission; streets overview; accreditation; strategic goals; organizational chart; accomplishment & goals; pavement maintenance; weather events; emergency response; street network in miles; pavement maintenance metrics; unfunded and future decision packages; staffing, aging infrastructure and preventive maintenance backlog challenges.

Traffic overview; accomplishments and goals; division budgets; metrics; traffic signals; unfunded and future decision packages; staffing, preventive maintenance backlog challenges, traffic increase, accident prone locations; ADA ramp compliance, cityworks functionality, and fiber communication.

Capital projects overview; funding source and five-year proposed projects.

Town Council and staff discussed new pavement technologies; traffic; data sharing; Texas Department of Transportation (TxDOT) funding; fiber network; and Wayz.

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.

Town Secretary, Traci Henderson presented the item.

ACTION: Adam Schiestel moved to approve a resolution casting 14 votes each for Mike Hennefer, Ann Pomykal and Jordan Villareal. Chris Drew seconded the motion.

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

NAYS: Janvier Werner
ABSTAIN: None
RESULT: 4 : 1

RESOLUTION NO. 29-25

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.

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 8:44 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. 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

The Town Council reconvened into the open meeting at 10:50 p.m. The following action was taken as a result of the closed meeting.

ACTION:	Brian Taylor moved to amend the Town Manager's compensation package as discussed in closed session. Janvier Werner seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

P. ADJOURN

Mayor Moore adjourned the meeting at 10:50 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: December 1, 2025

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: **Consider approval of the purchase of one (1) Ford F550 4x4 w/Altec AT40G Aerial bucket truck body per Town of Flower Mound specifications and vendor quote from Altec Industries through the Sourcewell Cooperative Contract #110421-ALT, for the Parks Division, in the amount of \$168,686.00.**

BACKGROUND: The Park Services Division of the Parks and Recreation Services Department is requesting the purchase of one (1) Ford F550 4x4 w/Altec AT40G Aerial bucket truck body with options as identified on the attached quote #1922165 dated 11/7/2025 in the amount of \$168,686.00. The Town is proposing to purchase the bucket truck from Altec Industries through Sourcewell Cooperative Contract 110421-ALT. The purchase of this item replaces unit 33000-29, a 2015 F550 4x4 Aerial Bucket Truck.

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$168,686.00

Proposed Expenditure/(Revenue)
\$168,686.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bucket Truck Documents

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 11/12/2025
 Suggested Vendor: Altec
 Contact (if known): Carla Anglin
 Address (if available):
 Phone/Fax: 817-905-2089

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



G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$ 180,746	1	Ford F550 4X4 Reg Cab	\$ 168,686.00	\$ 168,686.00
		1	Altec AT40G Aerial Bucket Body		-
					-
					-
					-
				TOTAL:	\$ 168,686.00

All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights

Name/Phone Ext.: Clayton Litton
 Approved By: 
 Unit #(s) to be replaced or specify NEW Unit: 33000-29
 Spec Name: Aerial Bucket

APPROVALS:
 Fleet Manager: Bill Sterner
 Bid/Solicitation #:
 Co-Op/Contract #: Sourcewell 110421-ALT

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

Quoted for: TOWN OF FLOWER MOUND
 Altec Account Manager: Carla Anglin

REFERENCE ALTEC MODEL	Sourcewell Price
AT37G Articulating Telescopic Aerial Device (Insulated)	\$161,317

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	\$5,746
2	AT37G-US40	40' Boom Height (AT40-G) MUST quote ISO option	\$3,264

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	FE	POWER EQUIPMENT (Power Locks and Power Windows)	\$1,381
SOURCEWELL OPTIONS TOTAL:			\$171,708

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY	Body MY Price Adjustment	\$2,260
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	Ford F550 4x4 MY Price Adjustment	\$3,238
8	OTHER	Altec MY Price Adjustment	-\$11,890
OPEN MARKET OPTIONS TOTAL:			-\$6,392

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$165,316.00
 Delivery to Customer: \$3,370.00
 TOTAL FOR UNIT/BODY/CHASSIS: \$168,686.00

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days

TO ORDER: To order, please contact the Altec Account Manager listed above.

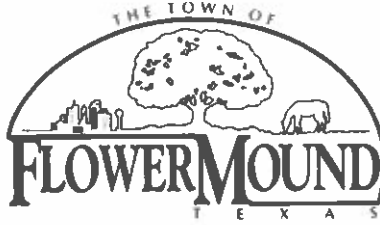
CHASSIS: Per Altec Commercial Standard

DELIVERY: TBD Based on availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information



Bid Award Recommendation

Date: 11/12/2025 VERF FY25

Description: **New Ford F550 4x4 w/Altec AT40G Aerial Bucket Truck Body**

Qty.: 1

Replaces: 33000-29, a 2015 F550 4x4 Aerial Bucket Truck - Parks

Bidder: Altec, Carla Anglin 903-564-5641, carla.anglin@saltec.com

Item: 1 – New Ford F550 4x4 w/Altec AT40G Aerial Bucket Truck Body

Total Cost of Vehicles, Equipment & Installation: \$168,686.00

It is Fleet Services recommendation to award the bid to Altec Industries in the amount of \$168,686.00 utilizing the Sourcewell Cooperative Contract 110421-ALT.

Fleet Services Manager

11/6/2025

Date



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

DATE: December 1, 2025
FROM: Travis Cunniff, Assistant Director of Parks and Recreation
ITEM: **Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code-Section 42.041 and to adopt an Ordinance providing for said Standards. (The Parks Board recommended approval by a vote of 6 to 0 at its November 6, 2025 meeting).**

BACKGROUND: The State of Texas Department of Family and Protective Services administers state regulations and general licensing procedures for all child-care facilities. Municipalities are exempted from the licensing requirement for programs provided for elementary-aged youth so long as the Town Council annually adopts local standards of care by ordinance after a public hearing. Additionally, the following criteria must be met in order to receive the exemption:

- Standards of care are provided to the parents of each program participant.
- Ordinance includes at a minimum: staffing ratios; staff qualifications; facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.
- Parents are informed that the program is not operated or advertised as a licensed day care.

The request for the exemption is necessary as the Town currently offers different day camps and programs throughout the year for elementary-age youth (5 – 13 years of age). The Town officially received its exempt status from the State in 2011. On November 18, 2024, the Town Council enacted Ordinance No. 53-24, which adopted Standards of Care for the Town's Parks and Recreation youth recreation programs.

A representative from the Texas Department of Family and Protective Services was contacted to confirm there had not been any newly mandated Standards of Care changes that the Town needed to include in the document.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval of the Standards of Care by a vote of 6 to 0 at its November 6, 2025 regular meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

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

ATTACHMENTS:

1. Proposed Standards of Care Town Ordinance 2025

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

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; AMENDING CHAPTER 54, "PARKS AND RECREATION," SECTION 54-202, "ADOPTION;" ADOPTING UPDATED STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter, adopted November 3, 1981; and

WHEREAS, the Town operates a recreation program for elementary age children as a service to residents of the Town, and surrounding communities; and

WHEREAS, the State of Texas has adopted licensing requirements and regulations under Chapter 42 of the Texas Human Resources Code for facilities providing care to children, with which all facilities must comply, unless an exemption under Section 42.041(b) applies; and

WHEREAS, Section 42.041(b)(14) of the Texas Human Resources Code provides an exemption from the requirements of Chapter 42 to a municipality operating a recreation program for elementary age children (5-13 years); and

WHEREAS, on February 11, 2011, the Town received an exemption from the requirements of Chapter 42 of the Texas Human Resources Code from the Texas Department of Family and Protective Services ("TDFPS"); and

WHEREAS, the TDFPS will not monitor the Town's Parks and Recreation's youth recreation programs because the exempt status has been granted, and the TDFPS will not be responsible for investigating complaints regarding the Town's Parks and Recreation's youth recreation programs, so that any complaints shall be made to the Town Parks and Recreation Department; and

WHEREAS, the Town adopted Ordinance No. 53-24 on November 18, 2024 setting forth the standards of care for the Town Parks and Recreation's youth recreation programs; and

WHEREAS, the Town's standards of care for the Town Parks and Recreation's youth recreation programs must be adopted annually by the Town of Flower Mound Town Council, after public hearing, in order to maintain the exemption under Section 42.041(b)(14) of the Texas Human Resources Code; and

WHEREAS, the Director of the Town Parks and Recreation Services Department has recommended no changes be made to the standards of care adopted on November 18, 2024, and in accordance with Section 42.041(b)(14) of the Texas Human Resources Code and Section 54-206 of the Code of Ordinances, Town of Flower Mound, Texas; and

Ordinance No. _____

WHEREAS, a public hearing was held on November 6, 2025, by the Parks Board regarding the revised standards of care, and the adoption of such revised standards of care by the Town Council of the Town of Flower Mound ("Town Council") has been recommended by the Parks Board; and

WHEREAS, the Town Council finds that it is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public to adopt the revised standards of care as recommended by the Parks Board.

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

SECTION 1

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

SECTION 2

The Town Council hereby adopts local standards of care for the Parks and Recreation Services Department ("Department") youth recreation programs in compliance with the requirements of Texas Human Resources Code Section 42.041(b)(14) and pursuant to Section 54-206 of the Code of Ordinances of the Town of Flower Mound. The standards of care adopted by this Ordinance are available for inspection in the office of the Town Secretary and in the Town Parks and Recreation Services Department office.

SECTION 3

That Section 54-202, "Adoption," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 54-202. Adoption.

The local standards of care ("Standards of Care"), as set forth in Exhibit "A" which is attached to the ordinance adopting the Standards of Care are incorporated by reference for all purposes as if written word for word herein, and are hereby adopted by the Town Council as the Standards of Care for the Parks and Recreation Services Department of the Town of Flower Mound. The Standards of Care are available for inspection in the office of the Town Secretary and in the Town Parks and Recreation Services Department office."

SECTION 4

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

Ordinance No. _____

SECTION 5

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

SECTION 6

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF DECEMBER, 20____.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

Parks & Recreation Department



Standards of Care For Youth Programs

Parks and Recreation Department
1200 Gerault Road
Flower Mound, TX 75028
972.874.6300
972.874.6471 (Fax)
www.flower-mound.com

Table of Contents

Standards of Care	
General Administration	3
Organization	3
Definitions	4
Objectives of Youth Programs	5
Inspections/Monitoring/Enforcement	5
Enrollment	6
Suspected Abuse	7
Staffing – Responsibilities and Training	7
Camp Director Qualifications	7
Camp Director Job Functions	8
Program Employees Qualifications	9
Program Employees Job Functions	9
Personnel Restriction	10
Training/Orientation	10
Service Standards	10
Appearance	10
Interaction with Parents & Participants	11
Additional Staff Responsibilities	11
Operations	11
Staff/Participant Ratio	11
Discipline	12
Programming	12
Communication	13
Transportation	13
Facility Standards	13
Safety	13
Fire	14
Health	14
Participants	16
General	16

FLOWER MOUND YOUTH PROGRAMS

STANDARDS OF CARE

The following Standards of Care have been adopted by the Town Council of the Town of Flower Mound, Texas, to comply with Chapter 42 of the Texas Human Resources Code, specifically Section 42.014(b)(14) regarding an exemption for the Town of Flower Mound's Youth Programs, as defined herein. These Standards of Care are intended to be minimum standards by which the Town of Flower Mound Parks and Recreation Department will operate the Town's youth programs. The Youth Programs are recreational in nature and are not child-care facilities or day care programs.

General Administration

1. Organization

- A. The governing body of the Town of Flower Mound youth programs is the Town of Flower Mound Town Council.
- B. Implementation of the Youth Programs Standards of Care ("Standards of Care") is the responsibility of the Director of Parks and Recreation and departmental employees.
- C. These Standards of Care apply to all Youth Programs operated by the Department, including but not limited to: the Day Camp Program, Holiday Day Camp Program, and Spring Break Day Camp Program.
- D. Each Program Site will have available for public, and staff review a current copy of the Standards of Care.
- E. Parents of participants may obtain a copy of the Standards of Care from the Town during the registration process, or the Standards of Care can be accessed on the Town's website at: www.flower-mound.com/cac.
- F. Criminal background checks are conducted on all prospective Program Employees. If the results of a criminal background check indicate that a prospective Program Employee has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (1) A felony or a misdemeanor classified as an offense against a person or family member.
 - (2) A felony or misdemeanor classified as public indecency.
 - (3) Any offense involving moral turpitude.

- (4) Any offense that, in the Director's sole opinion, would place the participants of the Youth Programs at risk.

2. Definitions

- A. Camp Director: A temporary Department employee who is assigned responsibility to implement and direct a Youth Program and oversee the Program Employees that are assigned to the corresponding Youth Program.
- B. Community Activity Center or CAC: Town of Flower Mound Community Activity Center located at 1200 Gerault Road, Flower Mound, TX, 75028, 972.874.7275.
- C. Department: Parks and Recreation Department of the Town of Flower Mound.
- D. Employee(s): Term used to describe people who have been hired to work for the Town of Flower Mound and have been assigned responsibility for managing, administering, or implementing some portions of the Youth Programs.
- E. Parent(s): This term will be used to represent one or both parent(s) or legal guardian(s) who have legal custody and authority to enroll their child(ren) in the Youth Programs.
- F. Participant: A Youth whose parent(s) or legal guardian(s) have completed all required registration procedures and determined to be eligible for the Youth Programs.
- G. Recreation Programs Coordinator or Coordinator: A full-time Department employee who has been assigned administrative responsibility for the Youth Programs and oversees the Camp Directors.
- H. Program Employee: A temporary Department employee who is assigned to work with participants of a Youth Program at a Program Site.
- I. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Youth Programs.
- J. Program Site: The facilities and surrounding property where Youth Programs are held, consisting of, but not limited to, the Community Activity Center and Gerault Park.
- K. Recreation Programs & Events Supervisor: A full-time Department employee who oversees the Program Coordinator and operations of all Youth Programs.

- L. Director: Town of Flower Mound Parks and Recreation Director, or his or her designee.
- M. Town: Town of Flower Mound, Texas.
- N. Town Council: Town Council of the Town of Flower Mound.
- O. Youth: A school aged person between the ages of 6 and 13 as of the enrollment date of the Youth Program.
- P. Youth Programs: The Town of Flower Mound youth programs consisting of the Summer Day Camp Programs, Holiday Day Camp Programs, and Spring Break Day Camp Program. A single camp may be referred to as a Youth Program.

3. Objectives of Youth Programs

- A. To provide Youth with the opportunity of recreational activities, which may include sports, games, arts and crafts, education, dance, drama, special events, field trips, tournaments, etc.
- B. To provide an encouraging atmosphere by emphasizing the positive development of physical skills, emotional development and growth of self-confidence.
- C. To provide a safe environment by promoting good health and welfare for all participants.
- D. To teach Youth how to spend their leisure time wisely in an effort to meet the emotional, physical and social needs of the Youth.

4. Inspections/Monitoring/Enforcement

- A. The Town has established these Standards of Care in order to obtain an exemption from the State regarding the Youth Programs. Once the exemption is established, the State will not monitor the Youth Programs. These Standards of Care will be reviewed annually and brought before the Town Council for consideration, regarding any amendments recommended by the Director, and approval after a public hearing regarding the Standards of Care is held, pursuant to Texas Human Resources Code § 42.041(b)(14).
- B. A monthly inspection report will be prepared and submitted to the Recreation Programs & Events Supervisor by the Coordinator to confirm the Standards of Care are being adhered to.

- (1) Monthly inspection reports will be sent to the Director or his/her designee for review and maintained by the Town in accordance with applicable record retention policies.
 - (2) The Director or his/her designee will review the monthly inspection report and shall establish deadlines and criteria for compliance with the Standards of Care where failure to comply is noted.
- C. The Director or his/her designee will make visual inspections of the Youth Programs based on the following schedule.
1. Youth Programs operating during the summer will be inspected no less than twice during the Youth Program's summer schedule.
 2. Youth Programs, which operate during the regular Lewisville Independent School District school year, for two (2) weeks or less, will be inspected at least once during the Youth Program's schedule.
- D. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to address the complaint and resolve the problem, if any. Complaints regarding enforcement of the Standards of Care and resolution of complaints arising under the Standards of Care will be recorded by the Coordinator. All complaints regarding enforcement of the Standards of Care where a deficiency is noted will be forwarded to the Director with the complaint and the resolution noted.

5. Enrollment

Before a child may be enrolled in a Youth Program, the parents must sign registration forms that contain the following information about the child:

- (1) Name, home address, home telephone number;
- (2) Name and address of parent(s) and contact telephone number(s) during Youth Program hours;
- (3) The names and telephone numbers of people to whom the child can be released;
- (4) If requested, a statement of the child's physical health, including a physician's signed statement detailing any special needs the child may have;

- (5) Emergency medical authorization, current shot records, and valid health insurance information.
- (6) Proof of CAC Membership or Non-Membership, when appropriate; and
- (7) A signed liability waiver.

6. Suspected Abuse

Program Employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In a situation where an Employee is involved in an incident with a child that could be considered to be child abuse, the incident shall be immediately reported to the Program Supervisor. The Recreation Programs & Events Supervisor will immediately notify the Police Department and any other agency, as may be appropriate.

Texas State law requires the Employees of Youth Programs to report any suspected abuse or neglect of a child to the Texas Department of Family and Protective Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1000 and/or confinement up to one hundred eighty (180) days. Reports of abuse may be made by calling 1.800.252.5400.

A complete copy of the Texas Family Code regulations regarding child abuse can be found at www.statutes.legis.state.tx.us/docs/FA/htm/FA.261.htm.

Staffing - Responsibilities and Training

1. Camp Director

A. Qualifications. A Camp Director must:

- (1) Consistently exhibit competency, good judgment, and self-control when working with Youth and other Town employees.
- (2) Interact with Youth with courtesy, respect, tolerance, and patience.
- (3) Successfully complete a course in first aid, CPR, and AED, in compliance with American Red Cross standards.
- (4) Pass a background investigation and testing for illegal substances.
- (5) Be mature, responsible, and able to complete duties with minimal supervision.
- (6) Communicate effectively with the public.

- (7) Possess a valid Texas driver's license.
- (8) Have previous experience in supervising Youth of varying age levels in a group setting and possess knowledge of recreational games, crafts, and activities.
- (9) Complete Town-mandated training.
- (10) Be at least eighteen (18) years of age.

B. Job Functions. A Camp Director shall endeavor to:

- (1) Direct and supervise Program Employees. Hiring and training of staff shall be the responsibility of the Coordinator with assistance from the Camp Director.
- (2) Complete and submit proper records, including Youth Program schedules, Program Employee schedules, accident/incident reports, and Participant attendance.
- (3) Schedule appropriate activities in accordance with the philosophy of the Youth Program and coordinate with the Coordinator to ensure appropriate reservations and transportation are secured in order to complete activities.
- (4) Maintain an orderly, clean and safe environment for the Youth while promoting a non-competitive program directed toward accentuating positive behaviors, physical development, and emotional growth.
- (5) Maintain supplies, equipment and all necessary documentation for the operation of the Youth Program.
- (6) Communicate with Parent(s) as necessary.
- (7) Conduct on-going evaluations regarding the Youth Program and implement approved recommendations as needed.
- (8) Provide reports to Coordinator on a weekly basis regarding Youth Program activities.
- (9) Know and follow all Town, Department, and Program Manual standards, policies, and procedures that apply to Youth Programs.

- (10) Ensure that Participants are released only to a Parent or an adult designated by the Parent. All Program Sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick-up a Participant if that person is not known to the Camp Director.

2. Program Employees

A. Qualifications. A Program Employee must:

- (1) Consistently exhibit competency, good judgment, and self-control when working with Youth.
- (2) Interact with Youth with courtesy, respect, tolerance, and patience.
- (3) Successfully complete a course in first aid, CPR, and AED, in compliance with American Red Cross standards.
- (4) Pass a background investigation and testing for illegal substances.
- (5) Be mature, responsible, and able to complete duties with minimal supervision.
- (6) Possess a valid Texas driver's license.
- (7) Have previous experience in working with Youth of varying age levels in a group setting and possess knowledge of recreational games, crafts, and activities.
- (8) Complete Town-mandated training.
- (9) Be at least sixteen (16) years of age.

B. Essential Job Functions. A Program Employee shall endeavor to:

- (1) Promote a non-competitive, positive, image-enhancing environment for each Participant through the direction of fun, varied, and well-organized activities.
- (2) Directly lead activities using a method that will provide opportunities for the involvement of all Participants on an equal basis.
- (3) Exhibit enthusiasm for the activity to impart a feeling of excitement in the Participants.

- (4) Follow procedures for Youth Programs drop-off and pick-up, and preparation of accident/incident reports.
- (5) Follow guidelines for safety and storage of equipment and notify Camp Director regarding supply inventories.
- (6) Ensure safety of Youth at Program Site and on field trips.
- (7) Provide and adhere to Standards of Care.

3. Personnel Restriction

A person will not be employed as an Employee in a Youth Program if:

- (1) The person would be permanently barred from being present at a childcare operation while children are in care under the Texas Administrative Code Title 40, Part 19, Chapter 745 (Licensing); or
- (2) The Director determines that, based on the criminal history and other relevant and credible information, the person poses a risk to the safety or health of participants.

4. Training/Orientation

- A. The Department is responsible to provide training and orientation to all Youth Program employees who work with children regarding their specific job responsibilities. Coordinator will provide each Camp Director with a staff program manual specific to each Youth Program.
- B. Employees must be familiar with these Standards of Care for Youth Programs.
- C. Employees will be trained in appropriate procedures to handle emergencies.
- D. Employees will be trained in Town, Department, and Program Manual policies and procedures applicable to Youth Programs.
- E. Employees will be required to sign an acknowledgment that they received the required training.

Service Standards

1. Appearance

- A. Youth Program shirts and name badges will be worn and clearly visible.

- B. The Town's dress code policy shall be adhered to at all times. Failure to comply with the dress code will result in an Employee being sent home.
2. Interaction with Parents and Participants
- A. Participants and Parents will be treated with respect at all times.
 - B. Program Employees and Camp Directors will keep Parents continuously informed of activities and schedules. A weekly schedule will be distributed, and copies will be kept with the daily sign in sheets.
 - C. Staff will note details of behavior of Participants (accomplishments, discipline problems, general activities, etc.) and update Parents as much as possible.
 - D. The Camp Director will listen to complaints and forward to Coordinator as appropriate. All complaints will be followed up within 24-hours if they are not resolved on site. All complaints must be recorded, including resolution, and forwarded to Coordinator.
3. Additional Staff Responsibilities
- A. Program Employees will monitor the sign in/out log at all times.
 - B. Program Employees will spend 100% of their time actively involved with Participants and/or Parents.
 - C. Program Employees will pick up the area used by their group after each activity.
 - D. Prior to beginning work each day, all staff will check in at the appointed location for any messages, instructions, or information.

Operations

1. Staff/Participant Ratio
- A. Pursuant to Texas mandated standards, the maximum ratio of Participants to Program Employees will be 12 to 1. In the event an employee is unable to report to the Program Site, a replacement will be assigned.
 - B. Each Participant shall have a Program Employee who is responsible for him or her and who is aware of the Participant's habits, interests, and any special needs, as identified by the Participant's Parent(s) during the registration process.

2. Discipline

- A. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of the program participants.
- B. There must be no cruel, harsh or corporal punishment used as a method of discipline.
- C. Program Employees may use brief, supervised separation from the group if necessary. Participants will be informed of Youth Program rules.
- D. As necessary, Program Employees will initiate discipline reports to the Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a Participant being suspended or removed from the Youth Program. Parents will be contacted to pick up their Youth immediately.
- F. In instances where there is a danger to Participants or Employees, offending Participants will be removed from the Program Site immediately.
- G. Any person(s) creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to ejection from the site and possible arrest and legal action.

3. Programming

- A. Program Employees will attempt to provide activities for each group according to the Participant's age, interests, and abilities. The activities must be appropriate to Participants' health, safety, and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.
- B. Program Employees will attempt to provide indoor and outdoor time periods, weather permitting, that include:
 - (1) Alternating active and passive activities; and
 - (2) Opportunity for individual and group activities.
- C. Program Employees will be attentive and considerate of the Participants' safety on field trips and during any transportation provided by the Youth Programs. Participants

must be counted before leaving the Program Site and before boarding the transportation to return to the Program Site.

- (1) During trips, Program Employees supervising Participants must have immediate access to Participant forms and emergency contact information for each Participant;
- (2) Program Employees must have a written list of the Participants in the group and must check the attendance frequently; and
- (3) Program Employees must have First Aid supplies, a guide to First Aid and emergency care available on field trips.

4. Communication

The Program Site will have a telephone to allow the Program Employees to be contacted by Parks and Recreation personnel or for making emergency calls.

5. Transportation

- A. First Aid supplies and a First Aid and emergency care guide will be available in all Youth Program vehicles that transport Youth.
- B. All Program vehicles used for transporting Participants must have available a 6-BC portable fire extinguisher in the vehicle, which must be accessible to the adult occupants.

Facility Standards

1. Safety

- A. Program Employees will inspect the Program Site daily to detect sanitation and safety concerns that might affect the health and safety of the Participants. A daily inspection report will be completed by Camp Director and kept on file by the Program Coordinator.
- B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the Participants.
- C. Program equipment and supplies must be safe for Participant use.
- D. Program Employees must have First Aid supplies available at the Program Site, during transportation, and for the duration of any off-site activity.

- E. Program Employees must have First Aid supplies and a guide to First Aid and emergency care readily available in a designated location.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program Employee's first priority is to evacuate the Participants to a designated safe area. Emergency evacuation and relocation plans will be posted within the Program Site.
- B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director or his/her designee who will review and establish deadlines and criteria for compliance.
- C. Each Program Site must have at least one (1) fire extinguisher approved by the Fire Marshal readily available to all Program Employees. The fire extinguisher is to be inspected monthly by the Program Coordinator, and a monthly report will be forwarded to the Recreation Programs & Events Supervisor who will keep the report on file for a minimum of two (2) years. All Employees will be trained in the proper use of a fire extinguisher.
- D. Fire drills shall be conducted monthly.

3. Health

- A. Illness or Injury
 - (1) Participants shall have and maintain immunizations in accordance with those required by the Texas Department of Health for public school attendance according to age.
 - (2) Illnesses and injuries will be handled in a manner to protect the health of all Participants and employees. Parents will be notified in cases of illness or injury. Paramedics will be notified in the event of an injury that cannot be remedied through basic first aid. An accident report shall be completed for all injuries and forwarded to the Camp Director.
 - (3) An ill Youth will not be allowed to attend or participate if the Youth is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicating that the Youth can return to the Youth Program.

- (4) Employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.

B. Program Employees will administer medication only if:

- (1) Parent(s) complete and sign a Medicine Dispensation Form that provides authorization for Employees to dispense medication with details as to time(s) and dosage(s).
- (2) Prescription medications are in original containers labeled with the Youth's name, a date, directions, and the prescribing physician's name. Employees will administer the medication only as stated on the label. Employees will not administer medication after the expiration date.
- (3) Non-prescription medications are labeled with the Youth's name and the date the medication was brought to the Youth Program. Non-prescription medication must be in the original container. The Employees will administer non-prescription medications only according to label direction.
- (4) Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program Employees.
- (5) Program Employees must ensure medications are inaccessible to Participants.

C. Toilet Facilities

- (1) The Program Site will have adequate indoor toilets and lavatories located and equipped so Youth can use them independently and Program Employees can supervise as needed.
- (2) There must be one (1) flush toilet for every thirty (30) Participants. Urinals may be counted in the ratio of toilets to Participants but must not exceed fifty percent (50%) of the total number of toilets.

D. Sanitation

- (1) The Program Site must have adequate light, ventilation, and heat.
- (2) The Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and

ensure that it will be supplied to the Participants in a safe and sanitary manner.

- (3) Program Employees must see that garbage is removed from buildings daily.

Participants

1. General

- A. Participants must wear tennis shoes daily. Sandals or thongs are not permitted unless approved by Program Employees on certain occasions.
- B. Shoes must be worn at all times, unless the Youth is in the swimming pool or participating in an activity that requires shoes to not be worn.
- C. Youth must respect the Employees, the Program Site, Program Rules, and each other.
- D. Youth may not use the Youth Programs telephone unless it is an emergency with the permission of a Program Employee.
- E. Cati's Act requires childcare organizations to get written notice from parents/guardians stating whether their child can swim and requires camp staff to put U.S. Coast Guard-approved lifejackets on those children at risk of injury or death when swimming or otherwise accessing a body of water. Camp registration forms have been updated to reflect this new law and parents/guardians will be required to provide this information.



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

DATE: December 1, 2025

FROM: David Brockway, Construction Manager

ITEM: **Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Marcus Dr, Marcus Ct, Prospect Dr Reconstruction project, in the amount of \$398,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This project is funded with 2025 Street Reconstruction Bond Funds.

The project consists of the reconstruction of Marcus Dr, Marcus Ct, and Prospect Dr. These streets were originally constructed in 1984. Work on each street includes the following:

- Marcus Dr. from Colony St to Coker Dr. (approximately 1,500 ft). Reconstruction includes concrete pavement, 4 ft sidewalks, and barrier-free ramps. The existing 8 in water main will be replaced the entire length and a single defect in the sanitary sewer will be repaired.
- Marcus Ct. reconstruction includes concrete pavement, 4 ft sidewalks, and barrier-free ramps. The existing water and sewer were inspected and found to be in good condition.
- Prospect Dr (approximately 1,600 ft) reconstruction includes concrete pavement, 4 ft sidewalks, barrier-free ramps, and rehabilitation of three sanitary sewer manholes. The existing water and sewer were inspected and found to be in good condition. Storm inlet capacities will be verified and improved as needed.

BOARD REVIEW/CITIZEN FEEDBACK:

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

FISCAL IMPACT: \$398,000.00

Proposed Expenditure/(Revenue)

\$398,000.00

Account Number(s):

Fund 536 - Streets GO Bonds

Fund 630 - Utility Debt

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. Form 1295
2. Professional Services Agreement - Marcus Prospect Reconstruction

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN and ASSOCIATES, 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 **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 100 W. Oak Street, Suite 203, Denton, Texas 76201.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Marcus Dr, Marcus Ct, Prospect Dr Reconstruction 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 Marcus Dr, Marcus Ct, Prospect Dr Reconstruction 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 Three Hundred Ninety Eight Thousand and No/100 Dollars (\$398,000.00). 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, 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.

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
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 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);

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
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 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:

Scott Arnold
Vice President
Kimley-Horn and Associates, Inc.
100 W. Oak Street, Suite 203
Denton, Texas 76201
940 536 0315
scott.arnold@kimley-horn.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:
KIMLEY-HORN AND
ASSOCIATES, INC.**

THE TOWN OF FLOWER MOUND, TEXAS

By: Scott R. Arnold

Name: Scott R. Arnold

Title: Vice President

Dated: November 19, 2025

By: _____

Name: _____

Title: _____

Dated: _____

ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Marcus Drive, Marcus Court and Prospect Drive Reconstruction

PROJECT UNDERSTANDING

This project consists of preparing construction drawings and specifications for the full depth street reconstruction of Marcus Drive, Marcus Court and Prospect Drive. Construction drawings for each street will consist of the reconstruction of roadways, driveways, sidewalks and the following utilities for each street:

- Marcus Drive: 8" water line and a portion of 8" sewer line rehabilitation
- Marcus Court: 8" water line
- Prospect Drive: sewer manhole rehabilitation

The project will consist of the following tasks and are further described in the Scope of Services:

- Task 1: Project Management
- Task 2: Town Coordination and Engagement
- Task 3: Data Collection and Analysis
- Task 4: Design and Construction Plans
- Task 5: Accessibility Review (Hourly)
- Task 6: Bidding and Construction Phase Services (Hourly)

SCOPE OF PROFESSIONAL SERVICES

TASK 1: PROJECT MANAGEMENT

Status Report and Invoicing – The CONSULTANT will provide status reports outlining what has been completed, what the goals are for the following month, and what information is needed from the TOWN. The status report will be updated and distributed to the project manager with the monthly invoice. The Consultant will also provide schedule updates as needed. Monthly deliverables include invoices and progress reports. Scope is based on a 10-month design schedule.

TASK 2: TOWN COORDINATION AND ENGAGEMENT

A. Town Coordination

1. Kick-Off Meeting with TOWN Staff – Prepare for and attend a kick-off meeting with the TOWN to discuss the findings of the data collection.
2. Meetings – The CONSULTANT will conduct and document design coordination meetings every other month and at design milestones with the project team and any additional TOWN department members. This task consists of up to six (6) coordination meetings.

3. Coordination – The CONSULTANT will coordinate with TOWN Staff regarding the project. Up to sixty (60) hours will be spent on TOWN coordination. Any additional time spent beyond the allotted sixty (60) hours will be considered additional service.

B. Community Engagement

The CONSULTANT will attend, conduct, and document up to one (1) community meeting. The TOWN will be responsible for selecting and scheduling the meeting location and distributing notifications to the public.

TASK 3: DATA COLLECTION AND ANALYSIS

A. Internal Data Analysis

1. Data Research – The CONSULTANT will collect data to develop a base map; this information will be utilized to analyze existing constraints and issues for the development of the conceptual design.
 - Aerial Photography – The CONSULTANT will collect updated aerial photography for the project corridor from NearMaps and/or available aerial photos from the TOWN.
 - LIDAR – The CONSULTANT will gather updated LIDAR data (1' contour information) available from USGS.
 - Available Record Drawings and Development Plans – The CONSULTANT will collect from the TOWN any available record drawings (roadway, drainage, water, sewer, etc.) within the project limits and any proposed development plans.
 - Existing and Proposed Utility Information – The CONSULTANT will collect from the TOWN existing and proposed water, storm, and sewer utility information for project limits.
 - Franchise Utility Information – The CONSULTANT will contact utility company providers to obtain maps of existing and/or proposed facilities.
 - Site Visit – The CONSULTANT will conduct up to one (1) site visit to visually document the existing conditions of the site.

B. Topographic and Boundary Survey – The CONSULTANT will prepare a topographic boundary survey to be used for civil engineering design purposes. The topographic and boundary survey is to be used in-house and will not be issued as a stand-alone survey document.

- Marcus Drive: 1500 linear feet of topographic survey from the center of the existing road to 10' past the property lines from Colony Street to Coker Drive.
- Marcus Court: 250 linear feet of topographic survey from the center of the existing road to 10' past the property lines from Marcus Drive to the cul-de-sac.
- Prospect Drive: 1600 linear feet of topographic survey from the center of the existing road to 10' past the property lines.
- The boundary survey will consist of the location of the right-of-way lines and adjoining property lines with existing easements readily available in the public record (this does not include an abstract of title).

TASK 4: DESIGN AND CONSTRUCTION PLANS

- A. Preliminary 60% Design – Following the kickoff meeting in Task 2, the CONSULTANT will develop 60% construction drawings that will consist of:
1. Cover and Sheet Index
 2. General Notes
 3. Project Control and ROW Map
 4. Existing and Proposed Typical Sections
 5. Removal Plan
 6. Water Plan
 - Horizontal design for an 8” water line on Marcus Drive and 8” water line on Marcus Court
 - Plan view – Horizontal geometry for the water line improvements, necessary appurtenances, services and proposed roadway improvements.
 - Standard construction details
 - Preliminary water line details, including connection details
 7. Sewer Plan and Profile
 - Rehabilitation and horizontal design for an 8” sewer line on Marcus Drive
 - Manhole rehabilitation design for three (3) sewer manholes along Prospect Drive.
 - Service line repair notes
 - Horizontal Design and Plan View – Horizontal geometry for the sewer line improvements, manholes, services, and proposed roadway improvements.
 - Vertical Design and Profile View- Existing and proposed grade profiles, existing sewer line pipe, proposed sewer line pipe, pipe slopes and elevation information for 8” sewer line along Marcus Drive.
 - Sewer line details
 - Sewer manhole rehabilitation details
 8. Drainage
 - Existing and Proposed Drainage Area Maps
 - Drainage Calculations (As Needed) are limited to runoff, inlet flow capacities and street flow capacities.
 - Lateral line plan and profile sheets (As Needed) are limited to the replacement of existing storm drain laterals necessary to facilitate the reconstruction of existing inlets.
 9. Roadway Plan and Profile
 - Horizontal geometry for proposed horizontal alignments, TOWN utilities (water, sewer, and storm), franchise utilities, curbs, street lights, and driveways.
 - Existing Features – Horizontal geometry for existing right-of-way, easements, pavement, curbs, retaining walls, storm drain, utility poles, mailboxes (within right-of-way), water meters, fire hydrants, and trees (within right-of-way)
 - Proposed Profile – Station and elevation data of all vertical profile PCs, PTs, PIs, low points, and high points, lengths of vertical curves, grades, K values, and vertical clearances where applicable.

10. Cross-Sections
 - Prepare cross sections at fifty-foot intervals and driveways along the project limits.
 11. Traffic and Erosion Control Plan
 - This task consists of preparing a sequence of construction, traffic control phasing diagram, and typical sections, only. Plan layout of traffic and erosion control phasing will be provided with Task 4B.
 12. Signage and Striping
 13. Standard Construction Details
 14. Opinion of Probable Construction Cost (OPCC)
 - Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.
- B. Final 90% Design - Following the review of the 60% Design submittal, the CONSULTANT will respond to one (1) round of comments and will provide a comment response letter with the 90% Design submittal. The CONSULTANT will develop 90% construction drawings that will consist of:
1. Traffic and Erosion Control Plan
 - Sequence of construction, typical sections, and plan sheets that outline construction traffic control devices, signage, pavement markings, and erosion controls.
 2. Roadway Design
 - Final design notes and labels as well as station, coordinate data, and elevations for all horizontal alignment PCs, PTs and PIs.
 3. Curb Ramp Layout and Grading
 - Will only be developed for curb ramps that are not TOWN or TxDOT standard ramps.
 4. Custom Construction Details (As Needed)
 5. OPCC
 6. Project Manual – The CONSULTANT will develop a project manual utilizing the TOWN's standard front-end documents (contract forms and contract conditions) and technical specifications applicable to the project.
- C. Final Sealed 100% Design
1. Following the review of the 90% Design submittal, the CONSULTANT will respond to one (1) round of comments and will provide a comment response letter with the Bid Package Submittal. The submittal of the final design comments by the TOWN is an assumed notice to proceed with preparing the bid package submittal which consists of the signed and sealed construction plan documents and project manual.

TASK 5: ACCESSIBILITY REVIEW (HOURLY)

The CONSULTANT will utilize a subconsultant that is a Registered Accessibility Specialist (RAS) for the purpose of reviewing plans for conformance with the Texas Accessibility Standards (TAS). The CONSULTANT will coordinate with the RAS for project registration with the Texas Department of Licensing and Regulation (TDLR), and project inspection upon completion of construction. The CONSULTANT will attend one (1) site walk with the TOWN and RAS and make one (1) round of revisions to the plans based on comments received from the RAS. Inspection, plan review, and registration fees for TDLR are included in this fee.

TASK 6: BIDDING AND CONSTRUCTION PHASE SERVICES (HOURLY)

The CONSULTANT will provide support for the bidding and construction of Marcus Drive as follows:

- A. Project Management and TOWN Coordination - The CONSULTANT will continue coordinating with the TOWN and providing project management services.
- B. Requests for Information - The CONSULTANT will respond to up to four (4) reasonable and appropriate Contractor requests for information during bidding in the form of an addenda. Requests for information will be received and responded to until an agreed upon date prior to the established bid opening date. The addenda will be issued to all registered plan holders.
- C. Addenda - The CONSULTANT will incorporate up to two (2) addenda into the contract documents and issue conformed sets.
- D. Clarifications and Interpretations – The CONSULTANT will respond to up to eight (8) reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the TOWN as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the TOWN.
- E. Visits to Site – The CONSULTANT will visit the site up to three (3) times during construction to perform construction observation.
 - The purpose of CONSULTANT's site visits will be to enable CONSULTANT to provide responses to clarifications and interpretations from the Contractor.
 - CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.
 - CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- F. Record Drawings – Prepare project "Record Drawings" based on information provided by the Contractor and/or TOWN as to the actual field placement of the work including any changes or deletions. CONSULTANT is not responsible for the accuracy of the information provided by the Contractor and/or the TOWN.

G. Assumptions:

- It is assumed the construction phase will be for eight (8) months. If the construction phase exceeds 8 months, additional months of construction phase services will be considered Additional Services.

H. Deliverables:

- Digital 22"x34" PDF Record Drawings

I. Services/Deliverables provided by the TOWN:

- Provide input on progress of work.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Assisting TOWN or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the TOWN.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the P&Z and/or TOWN Council.
- Providing additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the TOWN's legal representative during condemnation proceedings.
- Providing any easement or right-of-way acquisition services.
- Providing additional drainage improvements not identified in the above Scope of Services.
- Attending additional public meetings during the project.
- Retaining wall design.
- Additional bidding phase services not identified in the above Scope of Services.
- Construction meetings, payment applications and additional construction phase services not identified in the above Scope of Services.
- Geotechnical Engineering.
- Subsurface Utility Exploration.
- Any services not listed in the Scope of Services.

ATTACHMENT B

COMPENSATION

The CONSULTANT will perform the Services in Tasks 1-4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the TOWN.

TASK 1 – Project Management	\$15,800
TASK 2 – Town and Utility Coordination	\$29,700
TASK 3 – Data Collection and Analysis	\$40,900
TASK 4 – Design and Construction Plans	\$286,400
TOTAL Lump Sum Fee	\$372,800

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

The CONSULTANT will perform the Services in Tasks 5 and 6 on a labor fee plus expense basis with the maximum labor fee shown below.

TASK 5 – Accessibility Review (Hourly)	\$5,600
TASK 6 – Bidding and Construction Phase Services (Hourly)	\$19,600
TOTAL Hourly Labor Fee	\$25,200
<u>TOTAL Contract Amount (All Tasks)</u>	<u>\$398,000</u>

The CONSULTANT will not exceed the total maximum labor fee shown without authorization from the Client. However, the CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the TOWN. Should the TOWN request the CONSULTANT to advance any such project fees on the TOWN's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the TOWN.

Additional services will be negotiated at the time they are identified.



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

DATE: December 1, 2025
FROM: Daniel Almond, Deputy Police Chief
ITEM: **Consider approval of the purchase of one (1) new 2026 Chevy Tahoe 4WD PPV Police Pursuit Vehicle with Vendor Quote from Sames Auto Group in the amount of \$57,350.00.**

BACKGROUND: The Police Services Department is requesting the purchase of one (1) new 2026 Chevy Tahoe 4WD PPV Police Pursuit Vehicle for \$57,350.00 utilizing TIPS USA Cooperative Contract #240901. This unit is part of the approved Fiscal Year 2025/2026 Vehicle Equipment Replacement Fund (VERF) budget to replace Police Unit 43500-114.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$57,350.00

Proposed Expenditure/(Revenue)
\$57,350.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Tahoe Fleet Requisition
2. Tahoe Quote
3. Tahoe Bid Award Recommendation

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 11/7/2025
 Suggested Vendor: Sames
 Contact (if known): David Lowry
 Address (if available): _____
 Phone/Fax: 254-424-5232



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	\$ 56,000	1	2026 Chevrolet Tahoe 4 wd PPV	\$ 57,350.00	\$ 57,350.00
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 57,350.00

Name/Phone Ext.: Branch / 6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 43500-114
 Spec Name: Drone Unit - Tahoe

APPROVALS:
 Fleet Manager: Bill Sterner
 Bid/Solicitation #: _____
 Co-Op/Contract #: TIPS 240901

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

QUOTE#: SAG1903
DATE: 11/07/2025
EXPIRES: 12/07/2025

QUOTE FROM:

Sames Laredo Chevrolet

QUOTE FOR:

Town of Flower Mound
1101 Duncan Lane
Flower Mound, TX 75028

OUTSIDE SALES MANAGER: ETHAN DEAN | 956-482-3332 | EDEAN@SAMES.NET
EMAIL: QUOTES@SAMES.NET

VEHICLE INFORMATION:

YEAR MAKE MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Chevrolet 4WD Tahoe 1FL w/9C1 (1FL &9C1) CK10706	TIPS 240901	BLACK	1	\$56850.00	\$56,850.00
DESCRIPTION: GBA Black Z56 Suspension Package, heavy-duty, police-rated FE9 Emissions, Federal requirements L84 Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction MHU Transmission, 10-speed automatic electronically controlled with overdrive, C6G GVWR, 7600 lbs. 1FL Commercial Preferred Equipment Group includes standard equipment PXT Wheels, 20" x 9" XCS Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit AZ3 Seats, front 40/20/40 split-bench H1T Jet Black, Cloth seat trim 9C1 Identifier for Police Package Vehicle AMF Remote Keyless Entry Package includes 4 additional transmitters PQA 1FL Safety Package					

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
			\$0.00

UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANTITY	PRICE	TOTAL
				\$0.00

DESCRIPTION:

TRADE-IN INFORMATION

YEAR MAKE MODEL	VIN#	TOTAL	
		-	
		-	
		TRANSPORT (457 MILES)	\$500.00
		GRAND TOTAL	\$57,350.00

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. \$500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.



Bid Award Recommendation

Date: 11/7/2025

Description: **2026 Chevrolet Tahoe 4WD Police Pursuit Vehicle, Black**

Qty.: 1

Replaces: 43500-114, a 2022 Tahoe Police Pursuit Vehicle

Bidder: Sames Auto Group, David Lowry, 254-424-5232, dlowry@sames.net

Item: 1 – 2026 Chevrolet Tahoe 4WD Police Pursuit Vehicle, Black

Total Cost of Vehicles, Equipment & Installation: \$57,350.00

It is Fleet Services recommendation to award the bid to **Sames Auto Group** in the amount of **\$57,350.00** utilizing the **TIPS Cooperative Contract # 240901**

Fleet Services Manager

11/7/2025

Date



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

DATE: December 1, 2025

FROM: Paul Henley, Fire Chief

ITEM: **Consider approval of a Notice of Intent to continue participation in the Denton County Hazard Mitigation Action Plan (HMAP) and authorization for the Mayor to approve same on behalf of the Town.**

BACKGROUND: Denton County is engaged in the renewal process for their Hazard Mitigation Action Plan (HMAP) in which Flower Mound is a participant. This is a FEMA-approved plan required for jurisdictions to remain eligible for project funding under the Hazard Mitigation Grant Program (HMGP) and other federal hazard mitigation programs. Example projects include storm shelter rebate programs, generators for critical facilities, outdoor warning sirens, and other mitigation initiatives that strengthen public safety and community resilience. To be included in the renewal, Denton County requires a signed Notice of Intent (NOI) indicating Flower Mound's desire to remain a participant.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$0

Proposed Expenditure/(Revenue)
\$0

Account Number(s):

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Denton County Notice of Intent

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

DENTON COUNTY HAZARD MITIGATION ACTION PLAN (HMAP) RENEWAL

NOTICE OF INTENT TO PARTICIPATE

Purpose:

The Denton County Hazard Mitigation Action Plan (HMAP) is being updated to meet FEMA requirements under the Hazard Mitigation Grant Program (HMGP). Participation ensures that your jurisdiction remains eligible to apply for mitigation project funding.

Jurisdiction Name: ____Town of Flower Mound_____

Statement of Intent:

Town of Flower Mound will be participating in the development of the Mitigation Action Plan for Denton County and its various jurisdictions. In doing so, we will appoint a representative and an alternate to represent our jurisdiction.

Authorized Official:

(Signature) _____

Printed Name: ____Cheryl Moore_____

Title: ____ Mayor_____

Date: _____

Please complete and sign this form electronically via DocuSign. Once signed, a copy will automatically be sent to your office and to the Denton County Office of Emergency Management.

Denton County Office of Emergency Management
3900 Morse St. • Denton, Texas 76208
Phone: 940.349.4285 • Email: Samantha.Taylor@Dentoncounty.gov



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

DATE: December 1, 2025

FROM: Robert Pegg, Town Engineer

ITEM: **Consider approval of an ordinance providing for the abandonment and release of the Town's interest in temporary construction easements and a permanent drainage easement, previously granted to the Town as recorded in the Real Property Records of Denton County, Texas, as document numbers 2020-12060, 2020-12061, and 2020-12062; authorizing the Mayor to execute and sign all documents releasing the easements to the owners of the fee estate; providing a severability clause; and providing an effective end date.**

BACKGROUND: On or about January 22, 2020, the following easements were executed by Kenneth G. Whyburn to the Town for the the following purpose:

- Temporary construction easement for construction activities for water main improvements and apparatuses.
- Permanent drainage easement for the purpose of constructing, maintaining, and operating drainage facilities.

Said easements were filed on January 29, 2020, recorded under document numbers 2020-12060, 2020-12061, and 2020-12062 of the Real Property Records of Denton County, Texas.

Construction of the water line is complete and the temporary construction easements are no longer necessary. The Town no longer plans to construct drainage facilities in this area. The property owner desires the Town to release the easements as required under the agreement between the Town and Kenneth G. Whyburn. The Town deems it advisable to abandon the Town's interest in the permanent drainage easement for the reason that the construction for which the easement was procured will not be completed, and the easement will not be used or needed by the Town for public use. The property should be released, abandoned, relinquished, and vacated. The easement is generally located east of FM 2499 and north of Waketon Road.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

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

ATTACHMENTS:

1. Easement Abandonment Whyburn combined

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ABANDONMENT AND RELEASE OF THE TOWN'S INTEREST IN TEMPORARY CONSTRUCTION EASEMENTS AND A PERMANENT DRAINAGE EASEMENT, PREVIOUSLY GRANTED TO THE TOWN AS RECORDED IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AS DOCUMENT NUMBERS 2020-12060, 2020-12061, AND 2020-12062; AUTHORIZING THE MAYOR TO EXECUTE AND SIGN ALL DOCUMENTS RELEASING THE EASEMENTS TO THE OWNERS OF THE FEE ESTATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town"), is a home rule municipality acting under its power 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 currently holds temporary construction easements and a permanent drainage easement, located on certain property within the Town, as shown on Exhibits "A," "B," and "C," attached hereto and incorporated herein (the "Easements"); and,

WHEREAS, on or about January 22, 2020, Easements were executed by Kenneth G. Whyburn, Trustee of the Lucille E. Whyburn 1994 Revocable Trust, GSE Trust FBO Gordon P. Whyburn, and GSE Trust FBO Ian N. Whyburn to the Town for the purpose of construction activities for water main improvements and apparatuses and drainage improvements and for the purpose of constructing, maintaining, and operating drainage facilities, said Easements were filed on January 29, 2020, recorded under document numbers 2020-12060, 2020-12061, and 2020-12062 of the Real Property Records of Denton County, Texas; and,

WHEREAS, the Town Council of the Town desires to abandon this construction project and release the Easements; and,

WHEREAS, the Town Council deems it advisable to abandon the Town's interest in the Easements for the reason that the construction for which the Easements were procured will not be completed and the Easements will not be used or needed by the Town for public use, and said property should be released, abandoned, relinquished, and vacated.

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

SECTION 1

The Town of Flower Mound does hereby release, abandon, relinquish, and vacate its interest in the temporary construction easements and permanent drainage easement attached as Exhibits "A," "B," and "C." Accordingly, the Easements are hereby vacated and abandoned and shall revert in fee simple to the owner of the abutting property.

SECTION 2

The abandonment provided herein shall apply to the Town's public right, title, easement, and interest that the Town may lawfully abandon, vacate, and relinquish. The Town makes no warranty or representation as to title to the property as released.

SECTION 3

The Mayor of the Town is hereby authorized and empowered to sign all documents necessary to effectuate the release on behalf of the Town of Flower Mound, Texas.

SECTION 4

The Town Secretary is hereby directed to certify a copy of this Ordinance and cause it to be recorded in the Deed Records of Denton County, Texas.

SECTION 5

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

SECTION 6

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

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

APPROVED:

Cheryl Moore, MAYOR

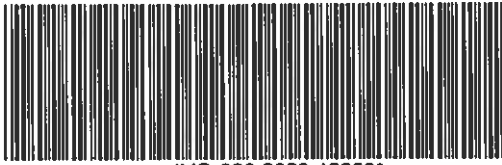
ATTEST:

Traci Henderson, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, Town Attorney

EXHIBIT A



Denton County
Juli Luke
County Clerk

FM 2499th Waketon RD
intersection improvements
\$ 31.00 E 308-220-2240-
East Waketon Road 6020
Drainage improvements
610-590-9891 2-6020
\$ 31.00

Instrument Number: 12060

Real Property Recordings

EASEMENT

Recorded On: January 29, 2020 10:23 AM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$62.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 12060
Receipt Number: 20200129000165
Recorded Date/Time: January 29, 2020 10:23 AM
User: Kraig T
Station: Station 25

Record and Return To:

BLAKE HUMMEL, P.E.
TOWN OF FLOWER MOUND
2121 CROSS TIMBERS
FLOWER MOUND TX 75028



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

AFTER RECORDING, RETURN TO:
Blake Hummel, P.E.
TOWN OF FLOWER MOUND
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON)

That **KENNETH G. WHYBURN, TRUSTEE OF THE LUCILLE E. WHYBURN 1994 REVOCABLE TRUST, GSE TRUST FBO GORDON P. WHYBURN, AND GSE TRUST FBO IAN N. WHYBURN, ("Grantor")**, do hereby give, grant, and convey unto the **TOWN OF FLOWER MOUND**, a Texas municipal corporation ("Grantee") a temporary construction easement on the following described property:

BEING a 4.775 acre tract of land in Edwin Marsh Survey, Abstract Number 834, Town of Flower Mound, Denton County, Texas and being part of certain called 153.5 acre tract of land, described in deed to Kenneth G. Whyburn, as trustee, recorded in Document Number 1995-67614, Real Property Records, Denton County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Grantor hereby grants to Grantee a temporary construction easement covering the area depicted in **Exhibit B**, with rights of ingress and egress for the construction of water main improvements and apparatuses and drainage improvements, such temporary construction easement terminating upon completion of said facilities.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of the water main and apparatuses installation and drainage improvements improvements; provided, that the Grantee herein, its successors and assigns, shall

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

not interfere with the agricultural operations at Grantor's property or the drainage from the adjacent detention pond, if any, and will keep all gates on Grantor's property closed (or post a guard) at all times and will respect the cattle operator.

WITNESS THE GRANTOR'S HAND this 22nd day of January, 2020.

GRANTOR:

Lucille E. Whyburn 1994 Revocable Trust

By: **Kenneth G. Whyburn, Trustee**

By: 
Kenneth G. Whyburn
Trustee

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

On January 22, 2020 before me, Michelle Mejia, Notary Public
(Insert Name and title of the officer)
personally appeared Kenneth G. Whyburn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

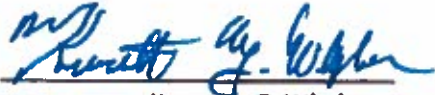
Signature 



Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

GSE Trust fbo Gordon P. Whyburn

By: Kenneth G. Whyburn, Trustee

By: 
Kenneth G. Whyburn
Trustee

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

On January 22, 2020 before me, Michelle Mejia Notary public
(insert Name and title of the officer)

personally appeared Kenneth G. Whyburn who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this Instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

GSE Trust fbo Ian N. Whyburn

By: Kenneth G. Whyburn, Trustee

By: 
Kenneth G. Whyburn
Trustee

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On January 22, 2020 before me, Michelle Mejia, Notary Public
(insert Name and title of the officer)
personally appeared Kenneth G. Whyburn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

EXHIBIT "A"

PROPERTY DESCRIPTION

EXHIBIT C
LEGAL DESCRIPTION
Temporary Construction Easement
Tract I
4.775 Acres

BEING all that certain lot, tract, or parcel of land, situated in the Edwin Marsh Survey, Abstract Number 834, Town of Flower Mound, Denton County, Texas, and being part of certain called 153.5 acre tract of land, described in deed to Kenneth G. Whyburn, as trustee, recorded in Document Number 1995-67614, Real Property Records, Denton County, Texas,

COMMENCING at a 1/2" capped rebar set stamped "MCADAMS" at the intersection of the north line of Waketon Road, and the east line of F.M. 2499, as dedicated by deed to the Town of Flower Mound, recorded in Document Number 1996-53318, Real Property Records, Denton County, Texas;

THENCE N 00°39'20" W, with the east line of said F.M. 2499, a distance of 32.75 feet to the POINT OF BEGINNING, and being on the proposed north right-of-way line of said Waketon Road;

THENCE with the east line of said F.M. 2499, the following:

N 00°39'20" W, a distance of 86.56 feet;

N 05°21'45" W, a distance of 106.07 feet to a Texas Department of Transportation monument found;

N 10°10'50" W, a distance of 194.43 feet to the south line of a proposed 200' Permanent Drainage Easement, from which a Texas Department of Transportation monument found bears N 1°10'50" W, 18.62 feet;

THENCE with the south line of said 200' Permanent Drainage Easement, the following:

Southeasterly with the arc of a curve to the right, having a radius of 1400.00 feet, a central angle of 21°40'22", an arc length of 529.67 feet, and whose chord bears S 69°35'46" E, 526.42 feet;

S 58°45'36" E, 99.99 feet;

Southeasterly with the arc of a curve to the left, having a radius of 1200.00 feet, a central angle of 24°58'37", an arc length of 523.11 feet, and whose chord bears S 71°14'54" E, 518.98 feet;

S 00°29'35" E, a distance to 8.47 feet to the proposed north right-of-way line of said Waketon Road;

THENCE with the proposed north right-of-way line of said Waketon Road, the following:

S 89°27'00" W, a distance of 740.48 feet;

N 83°39'30" W, a distance of 100.00 feet;

S 89°27'00" W, a distance of 160.00 feet;

N 45°36'10" W, a distance of 35.38 feet to the POINT OF BEGINNING and containing approximately 4.775 acres of land.



Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

EXHIBIT "B"

EASEMENT DEPICTION

NOTES:

1. Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
2. Surveyor has made no investigation or independent search for easements of record, restrictive covenants, ownership title evidence, or any other facts that and accurate abstract of title may disclose.
3. No flood zone area analysis has been performed by G&A | MCADAMS on the subject property.



8/13/18

EXHIBIT "D"
TEMPORARY CONSTRUCTION
EASEMENT TRACT 1
4.775 Acres
 In the

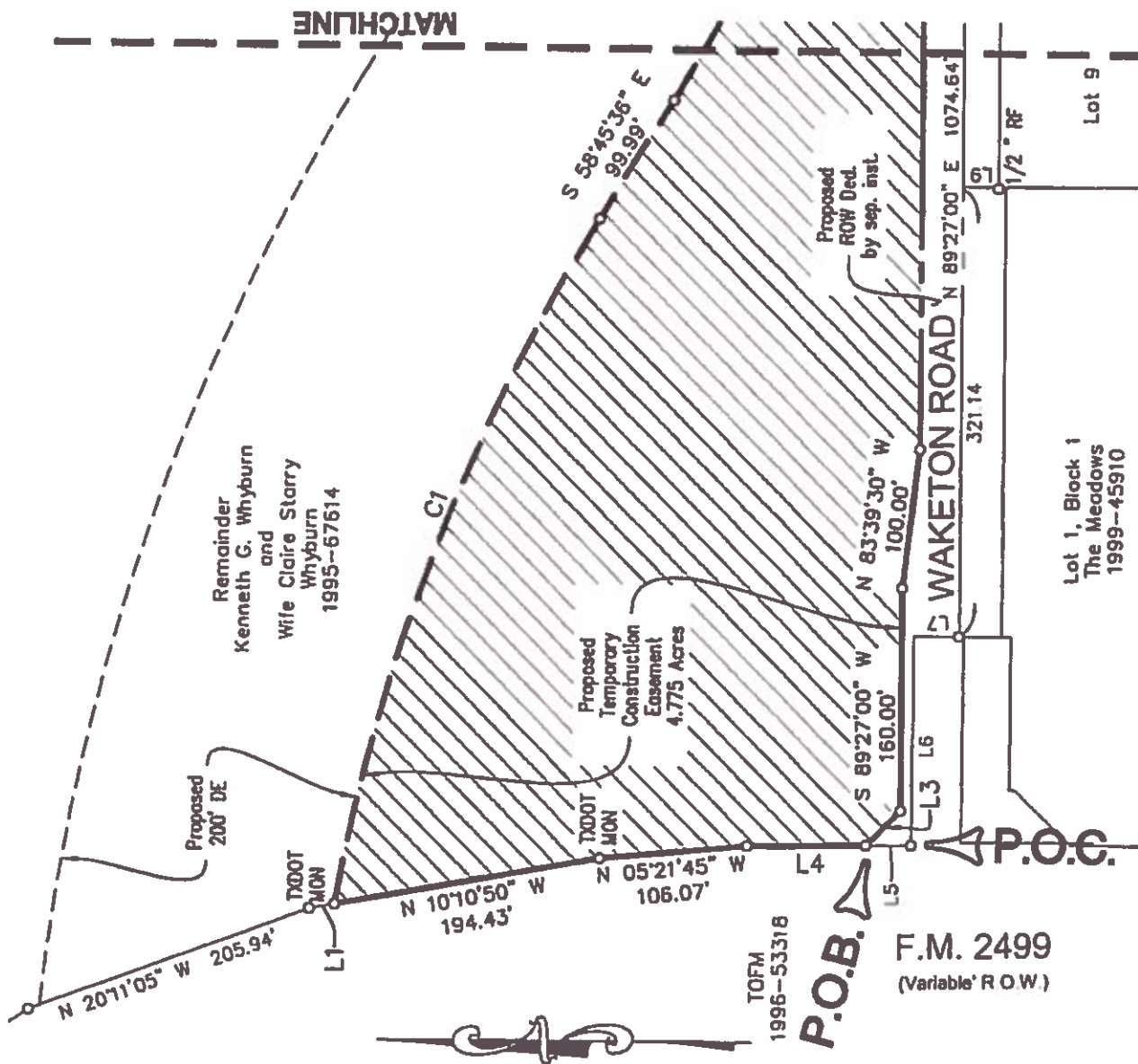
EDWIN MARSH SURVEY, ABSTRACT NO. 834
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

Page 1 of 2



THE ADAMS COMPANY, INC.
 11111 Highway 170
 Suite 100
 Dallas, Texas 75247
 (214) 343-1717
 201 County Farm Drive
 Flower Mound, Texas 75022
 (817) 343-1717
 Fax: (817) 343-1718
 www.adamsco.com

DRAWN BY: BC DATE: 10/22/2018 SCALE: 1" = 120' JOB NO. 18308





EDWIN MARSH SURVEY, ABSTRACT NO. 834
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

Page 2 of 2

The John R. McDermott Company, Inc.
CMA, CMAA | McDermott
111 Village Drive
Lumberton, Texas 75057
937.438.8717

261 County View Drive
Bismarck, Texas 75007
940.743.1817

491 Hwy 170 S. 75744-19
New Braunfels, TX
281.799.0000



Mr ADAMS



DRAWN BY:BC DATE: 10/22/2018 SCALE:1" = 120' JOB NO.18308

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 10°10'50" W	18.62'
L2	S 00°29'35" E	8.47'
L3	N 45°36'10" W	35.39'
L4	N 00°39'20" W	86.56'
L5	S 00°39'20" E	32.75'
L6	S 89°51'05" W	150.30'
L7	S 00°10'15" E	33.20'
L8	N 00°29'35" W	30.00'
L9	S 00°11'42" E	25.00'

EXHIBIT B



VG-226-2020-12061

Denton County
Juli Luke
County Clerk

East Wahlen RD
Drainage Improvement
610-590-9912-6020

Instrument Number: 12061

Real Property Recordings

EASEMENT

Recorded On: January 29, 2020 10:23 AM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$62.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 12061
Receipt Number: 20200129000165
Recorded Date/Time: January 29, 2020 10:23 AM
User: Kraig T
Station: Station 25

Record and Return To:

BLAKE HUMMEL, P.E.
TOWN OF FLOWER MOUND
2121 CROSS TIMBERS
FLOWER MOUND TX 75028



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

DRAINAGE EASEMENT

**THE STATE OF TEXAS §
 §
COUNTY OF DENTON §**

That **KENNETH G. WHYBURN, TRUSTEE OF THE LUCILLE E. WHYBURN 1994 REVOCABLE TRUST, GSE TRUST FBO GORDON P. WHYBURN, AND GSE TRUST FBO IAN N. WHYBURN,** GRANTOR herein, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the **TOWN OF FLOWER MOUND, TEXAS**, a Texas municipal corporation, GRANTEE herein, the receipt and sufficiency of which are hereby acknowledged and confessed, do hereby grant, sell and convey unto the said GRANTEE a permanent and perpetual drainage easement (the "Drainage Easement") for the purpose of installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating drainage facilities in, into, upon, over, across, under and through the follow described property as shown on Exhibits A and B attached hereto:

BEING a 6.384 acre tract of land in Edwin Marsh Survey, Abstract Number 834, Town of Flower Mound, Denton County, Texas and being part of certain called 153.5 acre tract of land, described in deed to Kenneth G. Whyburn, as trustee, recorded in Document Number 1995-67614, Real Property Records, Denton County, Texas, and being more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof

GRANTOR covenants and agrees that GRANTOR and GRANTOR's heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the Drainage Easement granted herein any temporary or permanent structures excluding a sixty (60) foot wide road outlined in the Whyburn Farm Drainage and Easement Agreement effective October 7, 2019, between GRANTOR and GRANTEE, and it is further agreed that GRANTEE shall have the right to excavate and fill upon said Drainage Easement and to remove from said Drainage Easement, any fences, buildings or other obstructions (excluding the sixty (60) foot wide road referenced above) as may now be found upon said Drainage Easement.

It is further intended that the Drainage Easement herein granted to the GRANTEE shall run with the land and forever be a right in and to the land belonging to GRANTOR, and GRANTOR'S successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR's chain of title. The Drainage Easement, rights, and privileges granted herein is exclusive, and GRANTOR covenants that unless GRANTOR has the approval of GRANTEE, it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

The grant of the Drainage Easement granted herein also includes the right of ingress and egress across GRANTOR's remaining property to and from the Drainage Easement as determined by GRANTEE to be necessary for GRANTEE's use of the Drainage Easement granted herein; provided, that the Grantee herein, its successors and assigns, shall not interfere with the agricultural operations at Grantor's property or the drainage from the adjacent detention pond, if any, and will keep all gates on Grantor's property closed (or post a guard) at all times and will respect the cattle operator; and provided further that this right of ingress and egress shall not prohibit GRANTOR's use of GRANTOR's property nor the construction of any improvements thereon, except as provided otherwise herein.

TO HAVE AND TO HOLD the above-described Drainage Easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anyway belonging unto the said Town of Flower Mound, Texas, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs and assigns, to warrant and to forever defend all and singular the Drainage Easement unto the said Town of Flower Mound, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

WITNESS THE GRANTOR'S HAND to be EFFECTIVE as of this 22nd day of January, 2020.

GRANTOR:

Lucille E. Whyburn 1994 Revocable Trust

By: **Kenneth G. Whyburn, Trustee**

By: 
Kenneth G. Whyburn
Trustee

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

On January 22, 2020 before me, Michelle Mejia, Notary Public
(insert Name and title of the officer)
personally appeared Kenneth G. Whyburn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



GSE Trust fbo Gordon P. Whyburn

By: Kenneth G. Whyburn, Trustee

By: 
Kenneth G. Whyburn
Trustee

ACKNOWLEDGEMENT

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State of California
County of San Mateo

On January 22, 2020 before me, Michelle Mejia Notary public
(Insert Name and title of the officer)
personally appeared Kenneth G. Whyburn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



GSE Trust fbo Ian N. Whyburn

By: Kenneth G. Whyburn, Trustee

By: 
Kenneth G. Whyburn
Trustee

ACKNOWLEDGEMENT

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State of California

County of San Mateo

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(insert Name and title of the officer)
personally appeared Kenneth G. Whyburn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



After Recording Return to:
Blake Hummel, P.E.
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers
Flower Mound, TX 75028

EXHIBIT A

DESCRIPTION OF THE EASEMENT PROPERTY

EXHIBIT A
LEGAL DESCRIPTION
200' Drainage Easement
6.384 Acres

BEING all that certain lot, tract, or parcel of land, situated in the Edwin Marsh Survey, Abstract Number 834, Town of Flower Mound, Denton County, Texas, and being part of certain called 153.5 acre tract of land, described in deed to Kenneth G. Whyburn, as trustee, recorded in Document Number 1995-67614, Real Property Records, Denton County, Texas,

COMMENCING at a 1/2" capped rebar set stamped "MCADAMS" at the intersection of the north line of Waketon Road, and the east line of F.M. 2499, as dedicated by deed to the Town of Flower Mound, recorded in Document Number 1996-53318, Real Property Records, Denton County, Texas;

THENCE N 00°39'20" W, with the east line of said F.M. 2499, a distance of 119.31 feet;

THENCE N 05°21'45" W, with the east line of said F.M. 2499, a distance of 106.07 feet to a Texas Department of Transportation monument found;

THENCE N 10°10'50" W, with the east line of said F.M. 2499, a distance of 194.43 feet to the **POINT OF BEGINNING**;

THENCE N 10°10'50" W, with the east line of said F.M. 2499, a distance of 18.62 feet to a Texas Department of Transportation monument found;

THENCE N 20°11'05" W, with the east line of said F.M. 2499, a distance of 205.94 feet;

THENCE Southeasterly with the arc of a curve to the right, having a radius of 1600.00 feet, a central angle of 25°33'39", an arc length of 713.79 feet, and whose chord bears S 71°32'25" E, 707.89 feet;

THENCE S 58°45'36" E, a distance of 99.99 feet;

THENCE Southeasterly with the arc of a curve to the left, having a radius of 1000.00 feet, a central angle of 31°47'25", an arc length of 554.84 feet, and whose chord bears S 74°39'18" E, 547.75 feet;

THENCE N 89°27'00" E, a distance of 57.83 feet to the east line of said Whyburn tract;

THENCE S 00°29'35" E, with the east line of said Whyburn tract, a distance of 200.00 feet, to the proposed north right-of-way line of said Waketon Road, from which the southeast corner of said Whyburn tract, bears S 00°29'45" E, 30.00 feet;

THENCE S 89°27'00" W, with the proposed north right-of-way line of said Waketon Road, a distance of 200.00 feet;

THENCE N 00°29'35" W, a distance of 8.47 feet;

THENCE Northwesterly with the arc of a curve to the right, having a radius of 1200.00 feet, a central angle of 24°58'37", an arc length of 523.11 feet, and whose chord bears N 71°14'54" W, a distance of 518.98 feet;

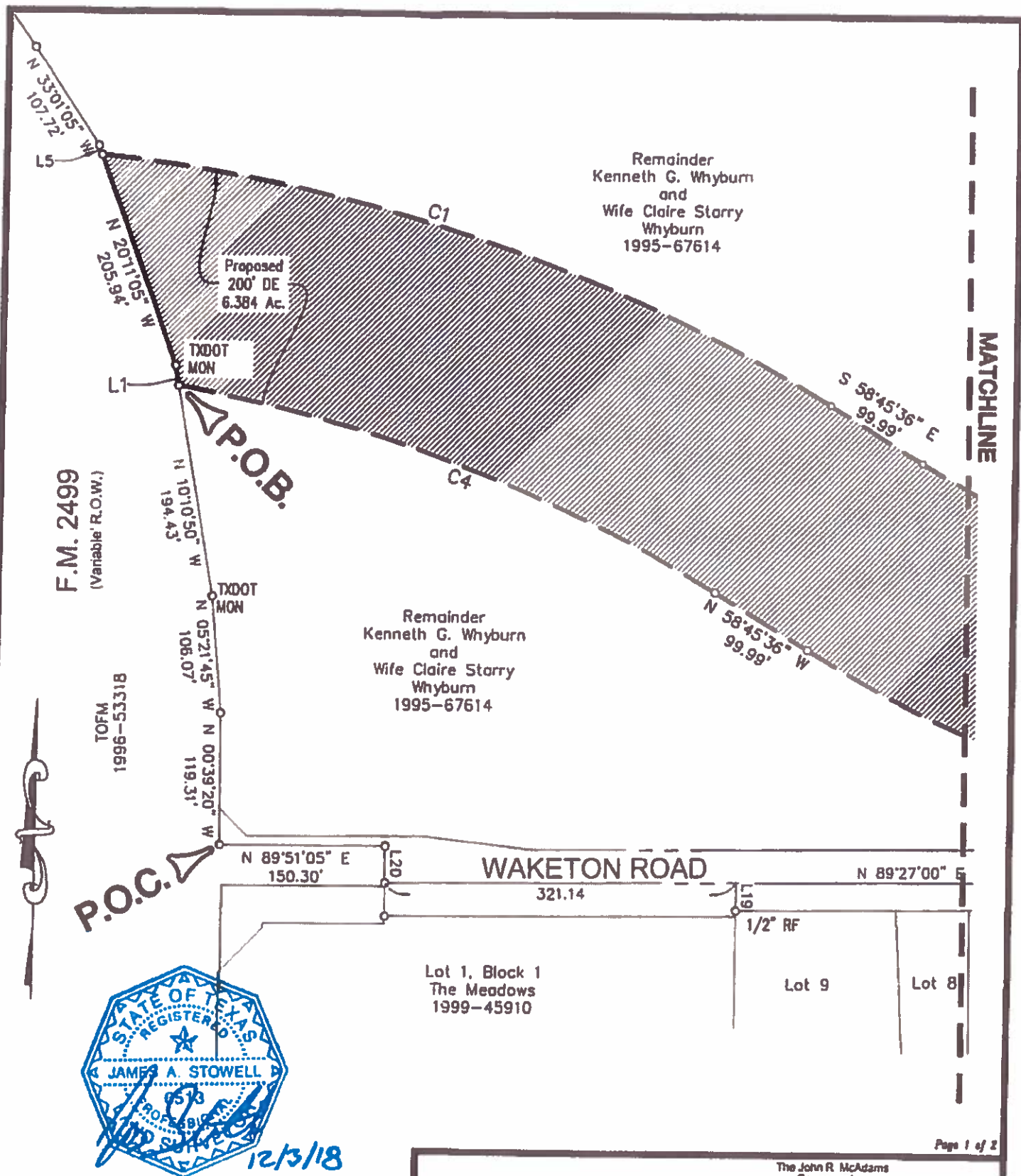
THENCE N 58°45'36" W, a distance of 99.99 feet;

THENCE Northwesterly with the arc of a curve to the left, having a radius of 1200.00 feet, a central angle of 21°40'22", an arc length of 529.57 feet, and whose chord bears N 69°35'46" W, 526.42 feet to the **POINT OF BEGINNING** and containing approximately 6.386 acres of land.



EXHIBIT B

DEPICTION OF THE EASEMENT PROPERTY



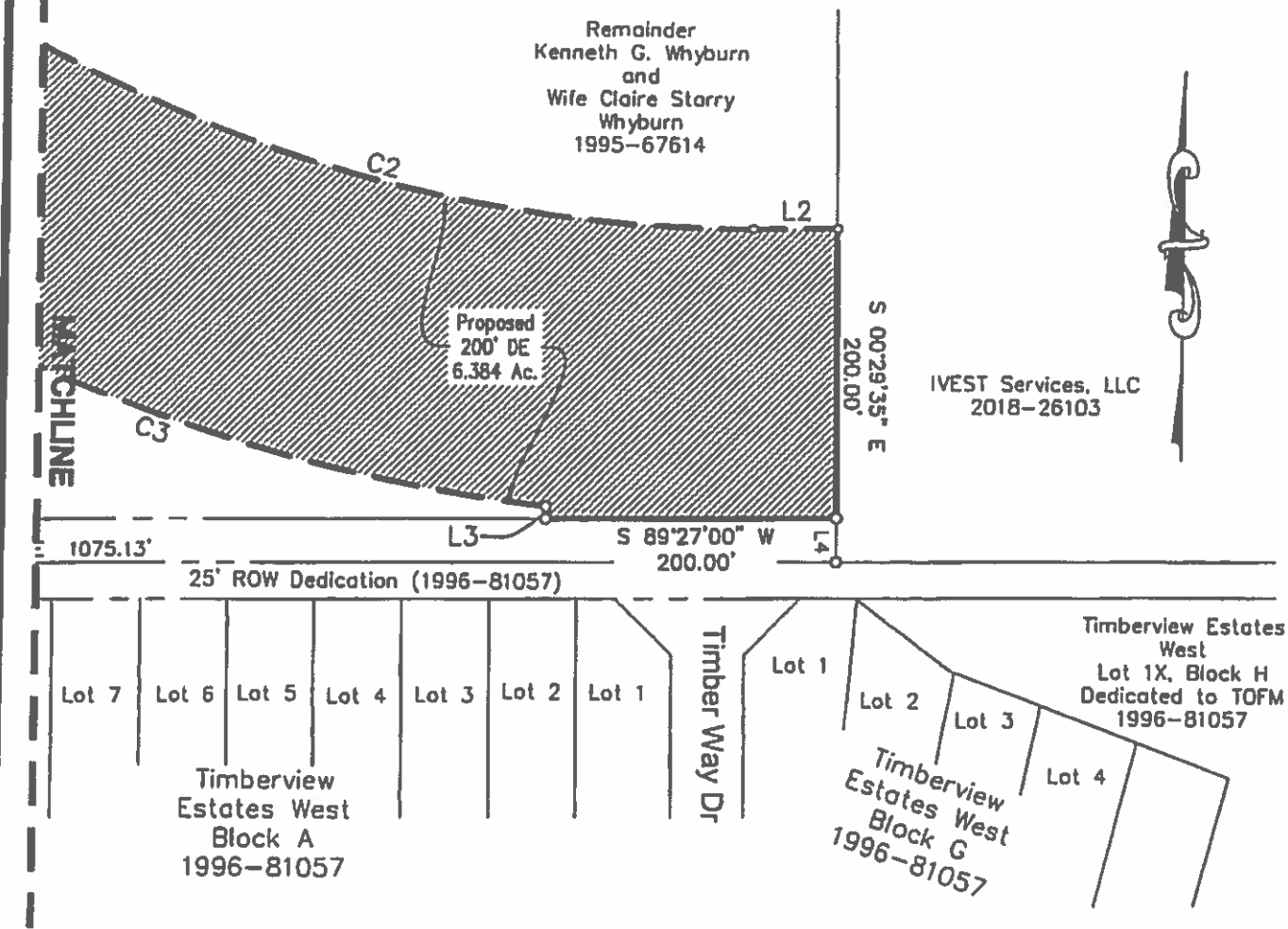
Page 1 of 2

EXHIBIT B
200' DRAINAGE EASEMENT
6.384 Acres
 In the
EDWIN MARSH SURVEY, ABSTRACT NO. 834
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



The John R. McAdams
 Company, Inc.
 (DBA, G&A | McAdams)
 111 Hillside Drive
 Lewisville, Texas 75037
 972-438-8712
 201 Country View Drive
 Roanoke, Texas 76262
 840-240-1012
 TBPE: 10762 TBPLS: 10104440
 www.gacan.com
 www.mcadamsco.com

DRAWN BY: BC DATE: 10/22/2018 SCALE: 1" = 120' JOB. NO. **18308**



CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	1600.00'	25°33'39"	713.79'	S 71°32'25" E, 707.89'
C2	1000.00'	31°47'25"	554.84'	S 74°39'18" E, 547.75'
C3	1200.00'	24°58'37"	523.11'	N 71°14'54" W, 518.98'
C4	1400.00'	21°40'22"	529.57'	N 69°35'46" W, 526.42'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 10°10'50" W	18.62'
L2	N 89°27'00" E	57.83'
L3	N 00°29'45" W	8.47'
L4	S 00°29'35" E	30.00'
L5	N 20°11'05" W	8.85'

NOTES:

- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
- Surveyor has made no investigation or independent search for easements of record, restrictive covenants, ownership title evidence, or any other facts that and accurate abstract of title may disclose.
- No flood zone area analysis has been performed by G&A | MCADAMS on the subject property.

EXHIBIT B
200' DRAINAGE EASEMENT
6.384 Acres
In the
EDWIN MARSH SURVEY, ABSTRACT NO. 834
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

Page 2 of 2



The John R. McAdams
Company, Inc.
(DBA, G&A | McAdams)
111 Hilde Drive
Leansville, Texas 75057
972 436 9712
201 Country View Drive
Roanoke, Texas 75262
940 240 1012
TBPE 10162 TBPLS 12104440
www.golan.com
www.mcadamsco.com

DRAWN BY: BC DATE 10/22/2018 SCALE 1" = 120' JOB NO. **18308**

Printed: 12/1/2018 2:23 PM, by: JRM/Chet, Saved: 10/19/2018 2:07 PM, by: JRM

EXHIBIT C



VG-226-2020-12062

Denton County
Juli Luke
County Clerk

East Waverton Road
Drainage Improvement
\$33.00 \$610-590-98912-6020
FM 2499 12" water line
PH 1

601-900-98838-6020

Instrument Number: 12062

\$ 33.00

Real Property Recordings
EASEMENT

Recorded On: January 29, 2020 10:23 AM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$66.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 12062
Receipt Number: 20200129000165
Recorded Date/Time: January 29, 2020 10:23 AM
User: Kraig T
Station: Station 25

Record and Return To:

BLAKE HUMMEL, P.E.
TOWN OF FLOWER MOUND
2121 CROSS TIMBERS
FLOWER MOUND TX 75028



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

AFTER RECORDING, RETURN TO:
Blake Hummel, P.E.
TOWN OF FLOWER MOUND
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON)

That **KENNETH G. WHYBURN, TRUSTEE OF THE LUCILLE E. WHYBURN 1994 REVOCABLE TRUST, GSE TRUST FBO GORDON P. WHYBURN, AND GSE TRUST FBO IAN N. WHYBURN, ("Grantor")**, do hereby give, grant, and convey unto the **TOWN OF FLOWER MOUND**, a Texas municipal corporation ("Grantee") a temporary construction easement on the following described property:

BEING a 1.792 acre tract of land in Edwin Marsh Survey, Abstract Number 834, Town of Flower Mound, Denton County, Texas and being part of certain called 153.5 acre tract of land, described in deed to Kenneth G. Whyburn, as trustee, recorded in Document Number 1995-67614, Real Property Records, Denton County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Grantor hereby grants to Grantee a temporary construction easement covering the area depicted in **Exhibit B**, with rights of ingress and egress for the construction of water main improvements and apparatuses and drainage improvements, such temporary construction easement terminating upon completion of said facilities.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of the water main and apparatuses installation and drainage improvements; provided, that the Grantee herein, its successors and assigns, shall not interfere

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with the agricultural operations at Grantor's property or the drainage from the adjacent detention pond, if any, and will keep all gates on Grantor's property closed (or post a guard) at all times and will respect the cattle operator.

WITNESS THE GRANTOR'S HAND this 22nd day of January, 2020.

GRANTOR:

Lucille E. Whyburn 1994 Revocable Trust

By: **Kenneth G. Whyburn, Trustee**

By: 
Kenneth G. Whyburn
Trustee

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

On January 22, 2020 before me, Michelle Mejia, Notary Public
(insert Name and title of the officer)
personally appeared Kenneth G. Whyburn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



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GSE Trust fbo Gordon P. Whyburn

By: Kenneth G. Whyburn, Trustee

By: 
Kenneth G. Whyburn
Trustee

ACKNOWLEDGEMENT

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State of California

County of San Mateo

On January 22, 2020 before me, Michelle Mejia, Notary public
(Insert Name and title of the officer)

personally appeared Kenneth G. Whyburn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



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GSE Trust fbo Ian N. Whyburn

By: **Kenneth G. Whyburn, Trustee**

By: 
Kenneth G. Whyburn
Trustee

ACKNOWLEDGEMENT

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State of California
County of San Mateo

On January 22, 2020 before me, Michelle Mejia, Notary Public
(insert Name and title of the officer)
personally appeared Kenneth G. Whyburn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



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EXHIBIT "A"

PROPERTY DESCRIPTION

EXHIBIT E
LEGAL DESCRIPTION
Temporary Construction Easement
Tract II
1.792Acres

BEING all that certain lot, tract, or parcel of land, situated in the Edwin Marsh Survey, Abstract Number 834, Town of Flower Mound, Denton County, Texas, and being part of certain called 153.5 acre tract of land, described in deed to Kenneth G. Whyburn, as trustee, recorded in Document Number 1995-67614, Real Property Records, Denton County, Texas, and being more accurately described as follows:

COMMENCING at a 1/2" capped rebar set stamped "MCADAMS" at the intersection of the north line of Waketon Road, and the east line of F.M. 2499, as dedicated by deed to the Town of Flower Mound, recorded in Document Number 1996-53318, Real Property Records, Denton County, Texas;

THENCE N 00°39'20" W, with the east line of said F.M. 2499, a distance of 32.75 feet, being on the proposed north right-of-way line of said Waketon Road;

THENCE with the east line of said F.M. 2499, the following:

N 00°39'20" W, a distance of 86.56 feet;

N 05°21'45" W, a distance of 106.07 feet to a Texas Department of Transportation monument found;

N 10°10'50" W, a distance of 213.05 feet to a Texas Department of Transportation monument found;

N 20°11'05" W, a distance of 205.94 feet to the **POINT OF BEGINNING**;

THENCE continuing with the east line of said F.M. 2499, the following:

N 20°11'05" W, a distance of 8.85 feet;

N 33°01'05" W, a distance of 53.32 feet;

THENCE Southeasterly with the arc of a curve to the right, having a radius of 1650.00 feet, a central angle of 00°52'46", an arc length of 25.33 feet, and whose chord bears S 85°10'22" E, a distance of 25.33 feet;

THENCE N 33°01'05" W, a distance of 70.34 feet;

THENCE N 35°21'35" W, a distance of 108.66 feet;

THENCE N 40°21'35" W, a distance of 109.31 feet;

THENCE N 46°25'20" W, a distance of 96.96 feet, to a point from which a 1/2" capped rebar, stamped "G&A", found at the west line of said Whyburn tract, same being the southeast corner of Lot 1R, Block A, Vista Ridge Church Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2013-7, Plat Records, Denton County, Texas, bears S 00°21'25" E, a distance of 27.77 feet;

THENCE N 00°21'25" W, with the east line of said Lot 1R, and the west line of said Whyburn tract, a distance of 20.83 feet;

THENCE S 46°25'20" E, a distance of 112.21 feet;

THENCE S 40°21'35" E, a distance of 110.76 feet;

THENCE S 35°21'35" E, a distance of 109.62 feet;

THENCE S 33°01'05" E, a distance of 82.63 feet;

THENCE Southeasterly with the arc of a curve to the right, having a radius of 1650.00 feet, a central angle of 25°18'23", an arc length of 728.77 feet, and whose chord bears S 71°24'47" E, a distance of 722.86 feet;

THENCE S 58°45'36" E, a distance of 99.99 feet;

THENCE Southeasterly with the arc of a curve to the left, having a radius of 950.00 feet, a central angle of 31°47'25", an arc length of 527.10 feet, and whose chord bears S 74°39'18" E, a distance of 520.37 feet;

THENCE N 89°27'00" E, a distance of 57.88 feet to the east line of said Whyburn tract;

THENCE S 00°29'35" E, with the east line of said Whyburn tract, a distance of 50.00 feet to the north line of a proposed 200' Permanent Drainage Easement, from which the southeast corner of said Whyburn tract, bears S 00°29'35" E, 230.00 feet;

THENCE S 89°27'00" W, a distance of 57.83 feet;

THENCE Northwesterly with the arc of a curve to the right, having a radius of 1000.00 feet, a central angle of 31°47'25", an arc length of 554.84 feet, and whose chord bears N 74°39'18" W, a distance of 547.75 feet;

THENCE N 58°45'36" W, a distance of 99.99 feet;

THENCE Northwesterly with the arc of a curve to the left, having a radius of 1600.00 feet, a central angle of 25°33'39", an arc length of 713.79 feet, and whose chord bears N 71°32'25" W, a distance of 707.89 feet the POINT OF BEGINNING and containing approximately 1.792 acres of land.



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EXHIBIT "B"

EASEMENT DEPICTION

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	1650.00'	0°52'46"	25.33'	S 85°0'22" E, 25.33'
C2	1650.00'	25°18'23"	728.77'	S 71°24'47" E, 722.86'
C3	950.00'	31°47'25"	527.10'	S 74°39'18" E, 520.37'
C4	1000.00'	31°47'25"	554.84'	N 74°39'18" W, 547.75'
C5	1600.00'	25°33'39"	713.79'	N 71°32'25" W, 707.89'



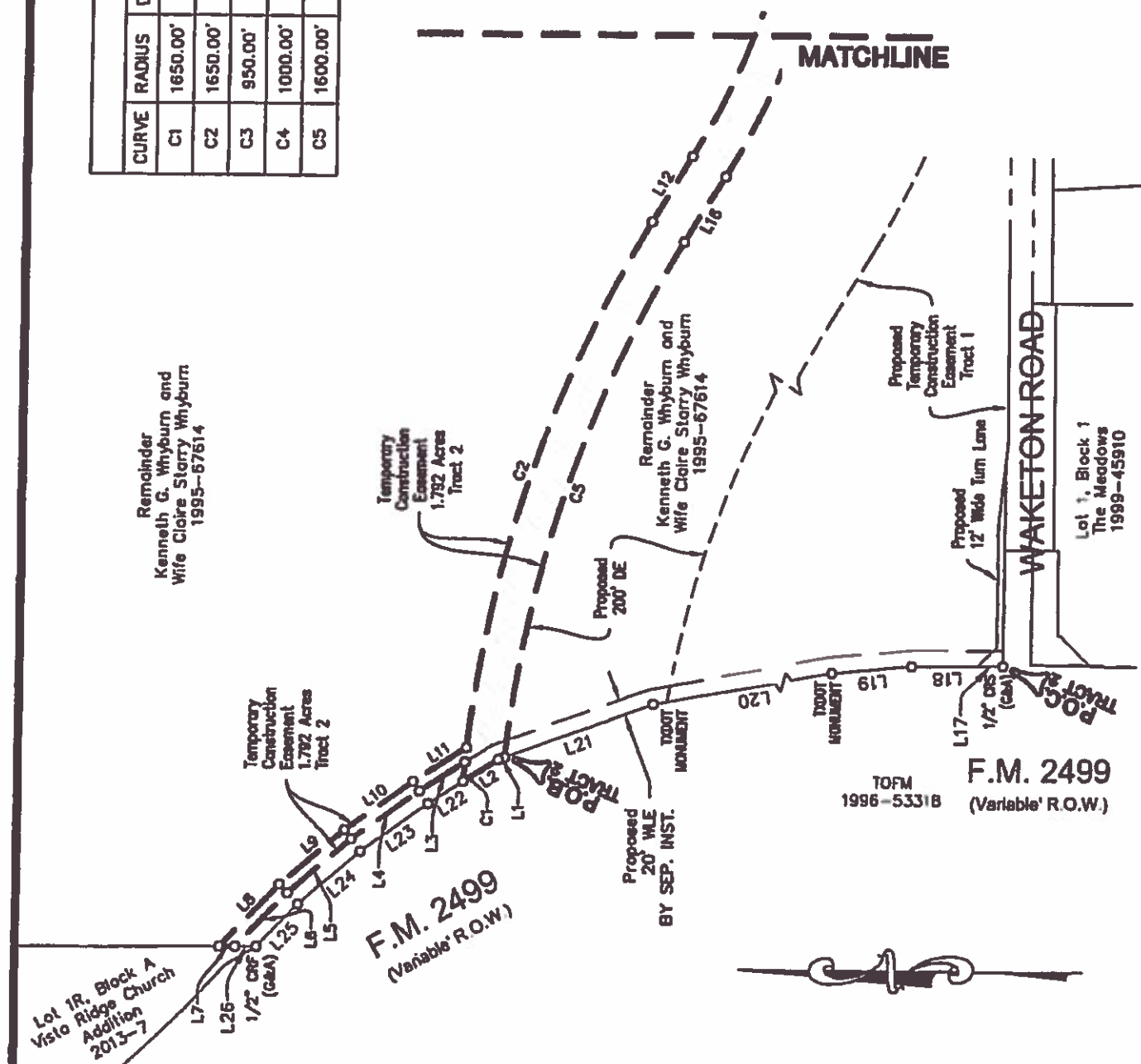
EXHIBIT "F" TEMPORARY CONSTRUCTION EASEMENT TRACT II 1792 Acres In the

EDWIN MARSH SURVEY, ABSTRACT NO. 834
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

Page 1 of 2



DRAWN BY: BC DATE: 4/4/2019 SCALE: 1"=200' JOB NO. 18308



File: Z:\2019\18308\Drawings\Survey\18308 North Arrow Cont. 1.mxd
Printed: 4/3/2019 7:18 AM by: bcr/00017 Cox, Served: 4/1/2019 7:22 PM by: bcr



LINE TABLE		
LINE	BEARING	DISTANCE
L14	S 00°29'35" E	50.00'
L15	S 89°27'00" W	57.83'
L16	N 58°45'36" W	99.99'
L17	N 00°39'20" W	32.75'
L18	N 00°39'20" W	86.56'
L19	N 05°21'45" W	106.07'
L20	N 10°10'50" W	213.05'
L21	N 20°11'05" W	205.94'
L22	N 33°01'05" W	54.40'
L23	N 35°21'35" W	107.38'
L24	N 40°21'35" W	107.38'
L25	N 46°25'20" W	76.63'
L26	S 00°21'25" E	27.77'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 20°11'05" W	8.85'
L2	N 33°01'05" W	53.32'
L3	N 33°01'05" W	70.34'
L4	N 35°21'35" W	108.66'
L5	N 40°21'35" W	109.31'
L6	N 46°25'20" W	96.96'
L7	N 00°21'25" W	20.83'
L8	S 46°25'20" E	112.21'
L9	S 40°21'35" E	110.76'
L10	S 35°21'35" E	109.62'
L11	S 33°01'05" E	82.63'
L12	S 58°45'36" E	99.99'
L13	N 89°27'00" E	57.88'

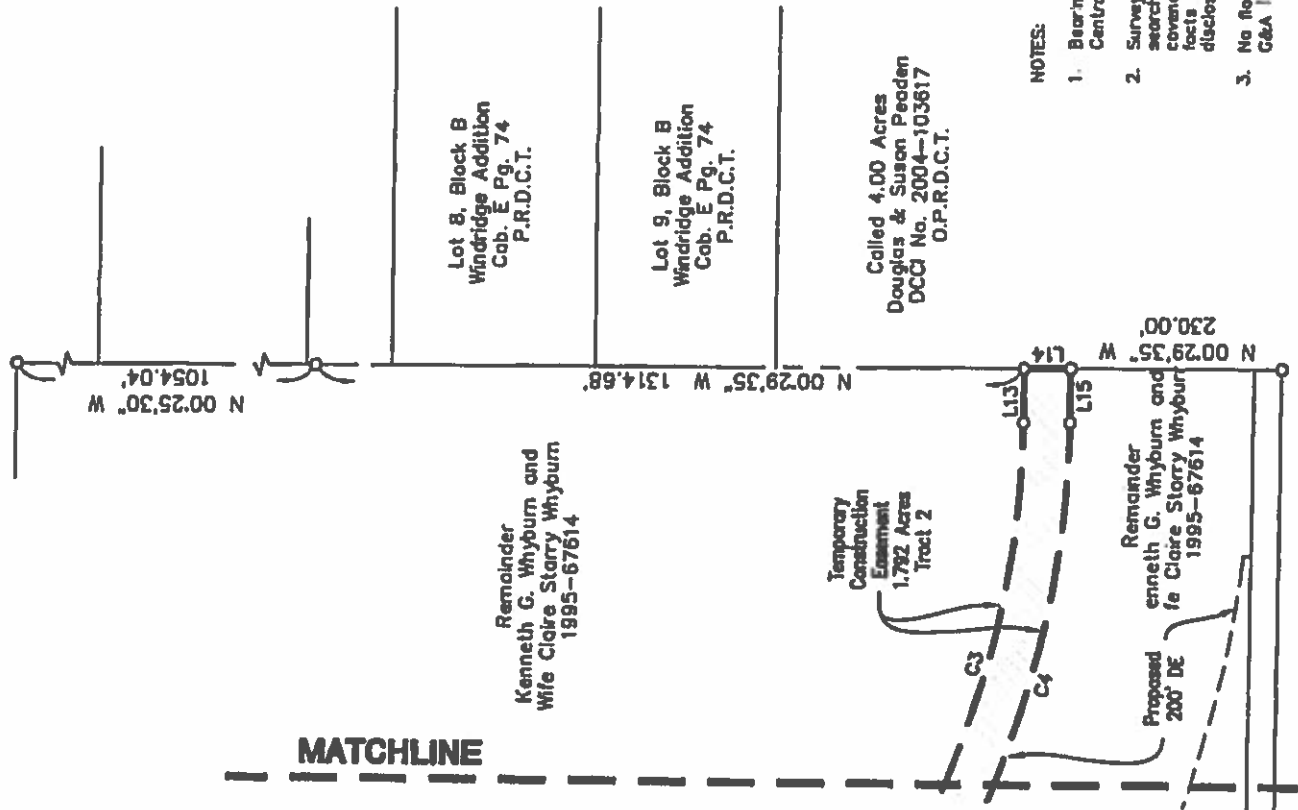


EXHIBIT "F"
TEMPORARY CONSTRUCTION
EASEMENT TRACT II
1792 Acres
In the
EDWIN MARSH SURVEY, ABSTRACT NO. 834
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

- NOTES:
1. Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
 2. Surveyor has made no investigation or independent search for easements of record, restrictive covenants, ownership title evidence, or any other facts that and accurate abstract of title may disclose.
 3. No flood zone area analysis has been performed by C&A | MCADAMS on the subject property.


The J. R. McAdams
Company, Inc.
C&A | MCADAMS
111 Holmes Drive
Lawrence, Texas 75057
817.438.9112
321 County View Drive
Lawrence, Texas 75057
817.438.9112
www.mcadams.com



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

DATE: December 1, 2025

FROM: Lynda Bolitho, Director of HR

ITEM: **Consider approval of a reinsurance renewal for the Town's Group Health Plan with Voya Financial for the amount of \$2,072,401; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: The Town is self-insured for health, dental, vision, and prescription drug benefits for employees and their dependents. To manage financial risk, the Town purchases reinsurance, which limits liability for any individual participant's claims to \$165,000 per year and provides aggregate coverage for total claims each calendar year. On July 31, 2025, the Human Resources Division, in collaboration with the Town's health insurance consultant, McGriff, Seibels & Williams of Texas, Inc., solicited bids from seventeen reinsurance carriers for Plan Year 2026. Fourteen carriers declined to quote, citing uncompetitive rates, poor loss ratio, ongoing large claims and underwriting restrictions. Three carriers quoted: Voya Financial (incumbent), Wellpoint, and Sun Life.

The current carrier, Voya Financial, provided two renewal options:

- **Option 1:** Four individual lasers; an increase in the specific deductible to \$175,000 that results in a 4.64% increase to fixed cost.
- **Option 2:** Four individual lasers; an increase in the specific deductible to \$185,000 that results in a 1.17% decrease to fixed cost.

Wellpoint submitted two options. Each option included four lasers totaling a maximum of \$3,555,000. While the total amount of exposure resulting in lasers proposed by Wellpoint is less than the lasers proposed by Voya; the monthly attachment factor that provides for coverage of the plan's total aggregate is higher than the options submitted by the current carrier. Sun Life's proposal would realize a 30.99% increase to fixed costs.

Lasering is a standard practice in the reinsurance industry where higher deductibles are applied to specific plan members based on their prior claims experience or the likelihood of becoming a high-cost claimant in the future.

An analysis was completed on the proposed lasers and based on claims history for the current year, the Town does not anticipate any individual claim reaching any proposed laser by the end of this calendar year. This decision is strongly influenced by the proposed cost reduction which maintains a strong attachment factor.

After reviewing all proposals, the Human Resources Division recommends increasing the specific deductible from \$165,000 to \$185,000 and renewing coverage with Voya Financial at the \$185,000 deductible.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$2,072,401

Proposed Expenditure/(Revenue)
\$2,072,401

Account Number(s):
840-710-17600-8510

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2026 Renewal Analysis
2. Voya Financial Renewal Agreement

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

Town of Flower Mound

Stop Loss Renewal Analysis - \$175K

Effective Date: 1/1/2026

	Current	Renewal-Opt 1	Renewal- Opt 2	Option 1	Option 1A	Option2
Stop Loss Carrier	VOYA	VOYA	VOYA	Wellpoint	Wellpoint	Sun Life
AM Best Rating	A	A	A	A	A	A+
SPECIFIC RETENTION	\$165,000	\$175,000	\$185,000	\$175,000	\$185,000	\$175,000
Contract	Paid	Paid	Paid	Paid	Paid	Paid
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Rates						
Composite 621	\$277.15	\$289.59	\$272.91	\$285.27	\$277.15	\$365.02
Specific Monthly Premium	\$172,110.15	\$179,835.39	\$169,477.11	\$177,152.67	\$172,110.15	\$226,677.42
Specific Annual Premium 621	\$2,065,321.80	\$2,158,024.68	\$2,033,725.32	\$2,125,832.04	\$2,065,321.80	\$2,720,129.04
Aggregate Rate						
Employee	\$4.24	\$4.85	\$5.19	\$4.54	\$4.63	\$3.56
Aggregate Monthly Premium	\$2,633.04	\$3,011.85	\$3,222.99	\$2,819.34	\$2,875.23	\$2,210.76
Aggregate Annual Premium	\$31,596.48	\$36,142.20	\$38,675.88	\$33,832.08	\$34,502.76	\$26,529.12
TOTAL ANNUAL REINSURANCE COST	\$2,096,918.28	\$2,194,166.88	\$2,072,401.20	\$2,159,664.12	\$2,099,824.56	\$2,746,658.16
AGGREGATE RETENTION						
Contract	Paid	Paid	Paid	Paid	Paid	Paid
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate Factors Composite 621	\$1,983.15	\$2,098.41	\$2,112.08	\$2,299.74	\$2,345.73	\$2,010.26
Monthly Attachment Factor	\$1,231,536.15	\$1,303,112.61	\$1,311,601.68	\$1,428,138.54	\$1,456,698.33	\$1,248,371.46
Annual Attachment Factor 621	\$14,778,433.80	\$15,637,351.32	\$15,739,220.16	\$17,137,662.48	\$17,480,379.96	\$14,980,457.52
Total Fixed Costs						
Monthly Fixed Costs	\$174,743.19	\$182,847.24	\$172,700.10	\$179,972.01	\$174,985.38	\$228,888.18
Annual Fixed Costs	\$2,096,918.28	\$2,194,166.88	\$2,072,401.20	\$2,159,664.12	\$2,099,824.56	\$2,746,658.16
% Increase	0.00%	4.64%	-1.17%	2.99%	0.14%	30.99%
	Four lasers at \$1M each Included 50% Rate Cap	Four lasers at \$1M each Included 50% Rate Cap GTS-18-\$4.75 PEPM	Four lasers at \$1M each Included 50% Rate Cap GTS-18-\$4.75 PEPM	Two lasers at \$850K each One laser at \$900K One laser at \$950K Included 50% Rate Cap GTS-18-\$4.75 PEPM	Two lasers at \$850K each One laser at \$900K One laser at \$950K Included 50% Rate Cap GTS-18-\$4.75 PEPM	One laser at \$1M One laser at \$1.2M One laser at \$400K One laser at \$650K Included 50% Rate Cap GTS-18-\$4.75

Notes
Rates Do Not Include Gene
Therapy Program \$35,397

Disclaimer:

The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

Stop Loss Insurance Renewal Offer

Voya Health Solutions

Prepared for:
Town of Flower Mound

Effective Date
01/01/2026

Policy Number
749711

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

Stop Loss Proposal for Town of Flower Mound

Individual Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2025	January 1, 2026	January 1, 2026
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Individual Deductible		\$ 165,000	\$ 165,000	\$ 175,000
Policy Year Maximum		Unlimited	Unlimited	Unlimited
Lifetime Maximum		Unlimited	Unlimited	Unlimited
Coverage Period		Paid in 12 Months and incurred Jan 01, 2024 or after	Paid in 12 Months and incurred Jan 01, 2024 or after	Paid in 12 Months and incurred Jan 01, 2024 or after
Benefit Percentage		100%	100%	100%
Rates Include Commissions of:		None	None	None
Endorsements				
Renewal Advantage (No New Laser)		Included	Included	Included
Renewal Rate Cap		50.00 %	50.00 %	50.00 %
Plan Mirroring		Included	Included	Included
ASO Expedited Reimbursement		Included	Included	Included
Coverage Description	Enrollment			
Single	248	\$ 123.14	\$ 125.34	\$ 116.96
Family	373	\$ 379.55	\$ 433.44	\$ 404.36
Cost				
Estimated Monthly Costs		\$ 172,110	\$ 192,757	\$ 179,832
Estimated Annual Costs		\$ 2,065,330	\$ 2,313,089	\$ 2,157,988
% Change from Current			12.00%	4.49%

Aggregate Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2025	January 1, 2026	January 1, 2026
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Aggregate Adjustment Corridor		125 %	125 %	125 %
Individual Deductible		\$ 165,000	\$ 165,000	\$ 175,000
Maximum Annual Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Coverage Period		Paid in 12 Months and incurred Jan 01, 2024 or after	Paid in 12 Months and incurred Jan 01, 2024 or after	Paid in 12 Months and incurred Jan 01, 2024 or after
Rates Include Commissions of:		None	None	None
Coverage Description	Enrollment			
Composite	621	\$ 4.24	\$ 4.54	\$ 4.85
Monthly Aggregate Corridor*				
Single	248	\$ 877.15	\$ 933.61	\$ 940.00
Family	373	\$ 2,718.50	\$ 2,849.09	\$ 2,868.61
Aggregate Deductible		\$ 14,778,404	\$ 15,530,950	\$ 15,637,338
Minimum Aggregate Deductible at 85%		\$ 12,561,644	\$ 13,201,308	\$ 13,291,737
Select Acceptance Choice			☐	☐

*Monthly Aggregate Corridor means the Monthly Aggregate Factor (amount of expected claims per month per covered person) multiplied by the Aggregate Adjustment Corridor.

Individual Excess Risk Insurance

Plan Description		Renewal Option 3	Renewal Option 4
Plan Effective Date		January 1, 2026	January 1, 2026
Coverages		Medical, Rx	Medical, Rx
Individual Deductible		\$ 185,000	\$ 200,000
Policy Year Maximum		Unlimited	Unlimited
Lifetime Maximum		Unlimited	Unlimited
Coverage Period		Paid in 12 Months and incurred Jan 01, 2024 or after	
Benefit Percentage		100%	100%
Rates Include Commissions of:		None	None
Endorsements			
Renewal Advantage (No New Laser)		Included	Included
Renewal Rate Cap		50.00 %	50.00 %
Plan Mirroring		Included	Included
ASO Expedited Reimbursement		Included	Included
Coverage Description	Enrollment		
Single	248	\$ 110.17	\$ 105.27
Family	373	\$ 381.12	\$ 363.86
Cost			
Estimated Monthly Costs		\$ 169,480	\$ 161,827
Estimated Annual Costs		\$ 2,033,759	\$ 1,941,921
% Change from Current		-1.53%	-5.98%

Aggregate Excess Risk Insurance

Plan Description		Renewal Option 3	Renewal Option 4
Plan Effective Date		January 1, 2026	January 1, 2026
Coverages		Medical, Rx	Medical, Rx
Aggregate Adjustment Corridor		125 %	125 %
Individual Deductible		\$ 185,000	\$ 200,000
Maximum Annual Reimbursement		\$ 1,000,000	\$ 1,000,000
Coverage Period		Paid in 12 Months and incurred Jan 01, 2024 or after	Paid in 12 Months and incurred Jan 01, 2024 or after
Rates Include Commissions of:		None	None
Coverage Description	Enrollment		
Composite	621	\$ 5.19	\$ 4.17
Monthly Aggregate Corridor*			
Single	248	\$ 946.13	\$ 955.29
Family	373	\$ 2,887.29	\$ 2,915.29
Aggregate Deductible		\$ 15,739,193	\$ 15,891,781
Minimum Aggregate Deductible at 85%		\$ 13,378,314	\$ 13,508,014
Select Acceptance Choice		☒	☐

*Monthly Aggregate Corridor means the Monthly Aggregate Factor (amount of expected claims per month per covered person) multiplied by the Aggregate Adjustment Corridor.

Stop Loss Proposal for Town of Flower Mound

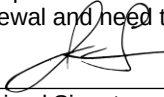
Account Assumptions

Renewal As Of Date	October 27, 2025
Renewal Good Through	October 31, 2025
Situs State	Texas
Claim Administrator	BlueCross BlueShield (TX), Prime Therapeutics LLC - RX
Network	2026-01 BlueCross BlueShield (State)

Additional Contract Specifications:

- No fully insured lives are covered.
- Any FDA approved cell and gene therapies are covered under our Stop Loss policy, provided they are also covered under the group's medical plan and used for the purpose for which they were approved. This includes any new approvals that occur mid-policy year. We also exclude these high-cost claims from the following year's renewal package, helping to lower the impact of this cutting-edge care on self-funded employer costs.
- In addition to base commissions, certain brokers and/or service providers may receive compensation related to factors such as overall sales of Company products, total premium for products sold through the broker/service provider, growth in the number of customers, and retention of existing customers. Compensation and fees may also be paid to brokers and/or service providers for administrative services in connection with Company products. Please contact us if you would like additional detail on compensation and fees payable on your case.
- Plan designs and contribution levels are assumed as submitted to underwriting. Any changes may require an adjustment to the individual excess risk rates and/or monthly aggregate corridor.
- Plan must have medical case management and utilization review.
- All claims are reported/paid in U.S. dollars.
- The monthly aggregate corridor cannot be finalized more than 90 days prior to the effective date. Claims data must include a minimum of 9 months in the most recent experience period.
- Any costs charged by the claim administrator for reports required to substantiate claims will be paid by the employer.
- The proposal is based on the data submitted. Any changes to this data may allow us to modify the proposal.
- We reserve the right to (i) recalculate Monthly Aggregate Factor(s) [if applicable] and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy if an increase or decrease in the number of Covered Persons and Covered Dependents that exceeds 15% of the current number covered under the Employee Benefit Plan.
- Premium rates were adjusted via filed and approved underwriting discretion in consideration of the carrier reporting fees assessed by the PBM or TPA, which are directly associated with the claims information we require to administer our Policy.
- Retirees pre and post age 65 are covered under the Stop Loss contract. We assume Medicare is primary for any retiree age 65 or older.
- An Individual Adjusted Deductible is set at \$1,000,000 for L. W. An Individual Adjusted Deductible is set at \$1,000,000 for L. W. An Individual Adjusted Deductible is set at \$1,000,000 for S. E. An Individual Adjusted Deductible is set at \$1,000,000 for A. E.

The individual stop loss renewal is based upon the current leveraged trend factors, market conditions, plan designs and current demographic factors. The aggregate renewal is based upon the experience of the group and current trend. Any plan changes may affect this renewal and need to be disclosed prior to the renewal acceptance.


Stealth Partner Group - General Agent

Authorized Signature

10/31/2025

Date

Town of Flower Mound
Mayor

Date

01/01/2026

Excess Risk Insurance is underwritten by ReliaStar Life Insurance Company. Policy form RL-SL-POL-2025 (may vary by state).
Exclusions and limitations are described in the policy.

Economic Factors: Manage the Effects of Leveraged Trend (Illustrative)

Medical trend is the anticipated annual increase in the cost of medical claims from year to year. Medical costs generally increase every year through inflation, and there are many additional factors that determine the actual medical trend for a specific health plan.

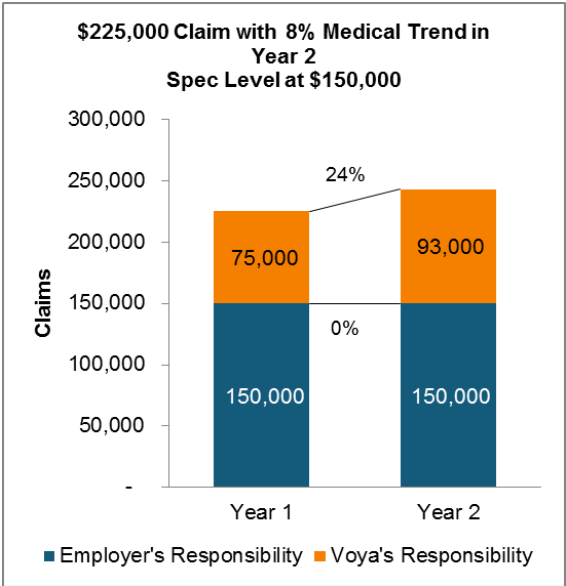
Components of medical trend include:

Plan Design	Technology	Network
Utilization Patterns	Demographics	Cost Shifting

Medical trend gets leveraged when parties responsible for medical claims do not maintain the same proportional share of the risk from year to year. Put simply, rising medical costs affect stop loss carriers differently than employers. But rather than passing our increasing risk back on to you in the form of large rate increases, we can compensate with small increases in deductibles.

Here's an example. In Year 1, the plan elects a \$150,000 individual stop loss deductible. If there is an individual claim of \$225,000, the first \$150,000 is the employer's responsibility and the remaining \$75,000 is reimbursed by the stop loss carrier.

In Year 2, assuming an 8% increase in medical costs, a claim that would have been \$225,000 in Year 1 now costs \$243,000. If the deductible doesn't change, the first \$150,000 is the employer's responsibility and the remaining \$93,000 reimbursed by the stop loss carrier. So that 8% trend produces a 24% cost increase to the stop loss carrier's claim and 0% increase to the employer.



If the stop loss deductible is left at the same dollar level year after year, the employer's risk actually decreases as a percentage of the overall claim. Conversely, the insurer's risk is increasing -- and, in response, the insurer has to increase rates well beyond medical trend.

In order to eliminate the leveraging effect, the employer should increase its individual deductible by trend each year. This essentially retains the exact same proportion of the risk.

In an effort to mitigate the effects of leveraged trend, your underwriter has included an optional quote during this year's renewal.

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.



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

DATE: December 1, 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. (On November 17, 2025, Town Council moved by a vote of 5-0 to table this item to the December 1, 2025, Meeting.) (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](#)

At the November 17, 2025, meeting, the Town Council tabled the item to the December 1, 2025, meeting to give the applicant additional time to coordinate the presence of a representative from the developer to answer questions on the full scope of the Montalcino project.

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

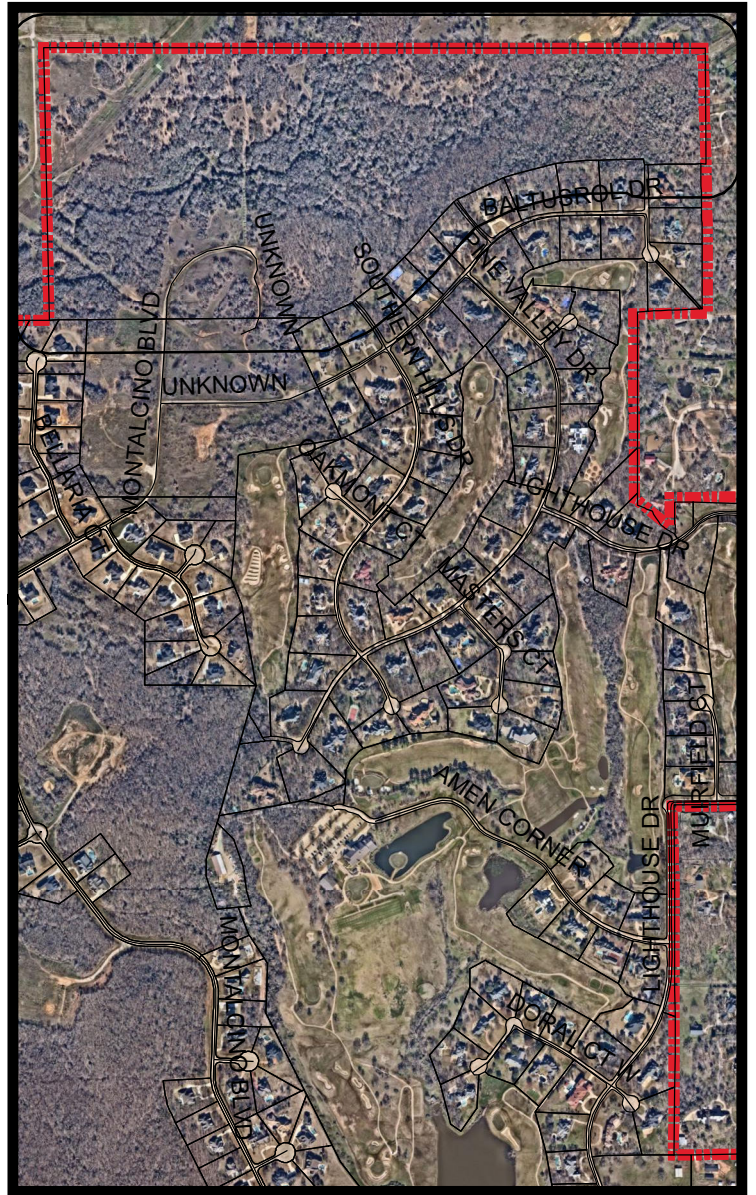
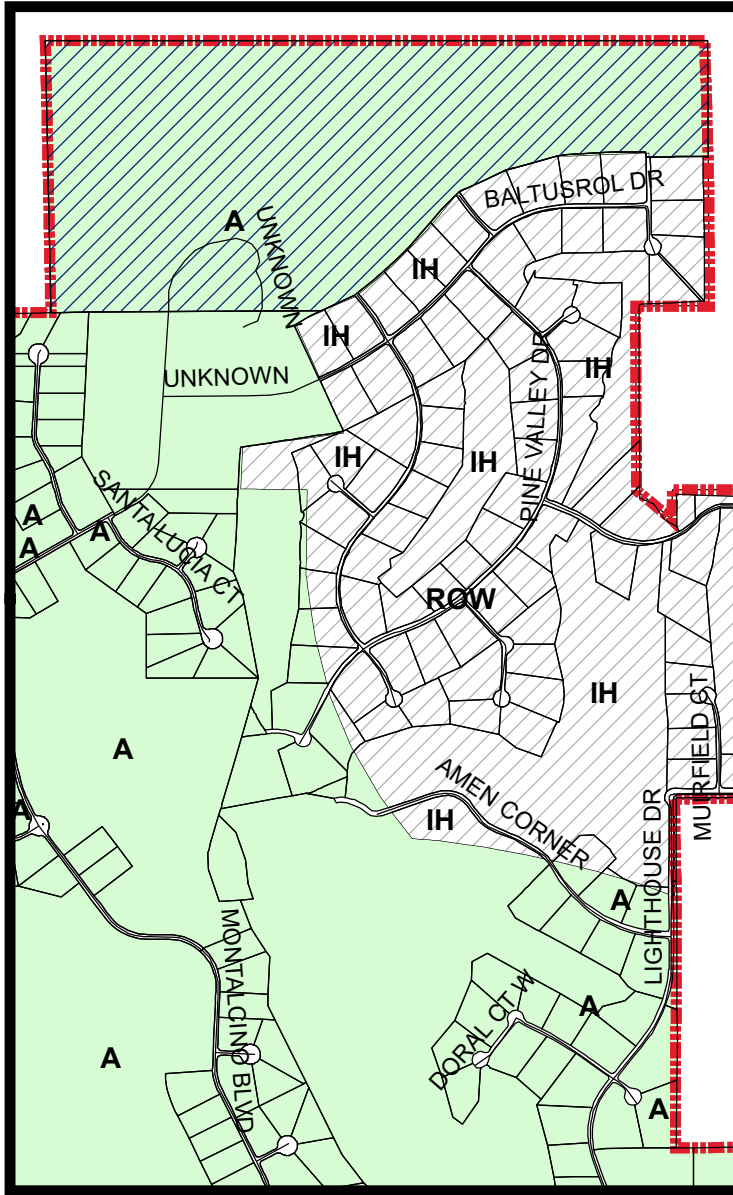
ATTACHMENTS:

1. Zoning & Aerial Map

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

Vicinity Map

SSP24-0005: Montalcino Estates Phase IV



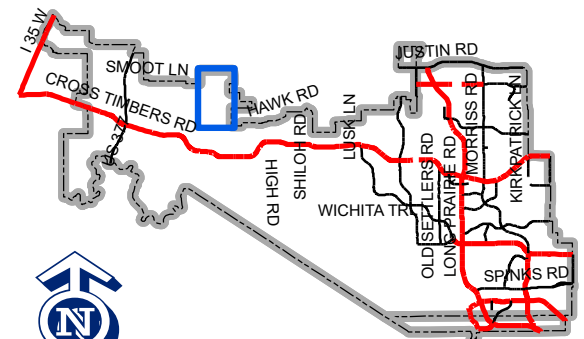
LEGEND

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.3. REGULAR ITEM(S)

DATE: December 1, 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. The Town Council postponed this item to the December 1, 2025, meeting by a vote of 5 - 0 at its November 17, 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.

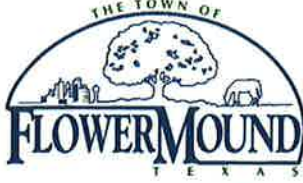
FISCAL IMPACT: N/A

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:

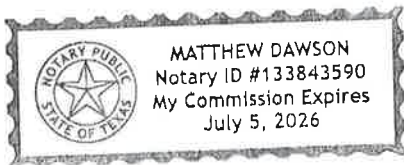
72.66 Acres located in the T. & P.R.R. CO. Survey, Abstract No. 1303

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.

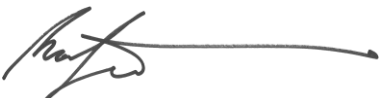
The following are the specimen trees we are requesting that MAY be removed:

- 1. Tree #1184 20" & 22" Post Oak
- 2. Tree #1217 25.5" Post Oak
- 3. Tree #1282 23" Post Oak

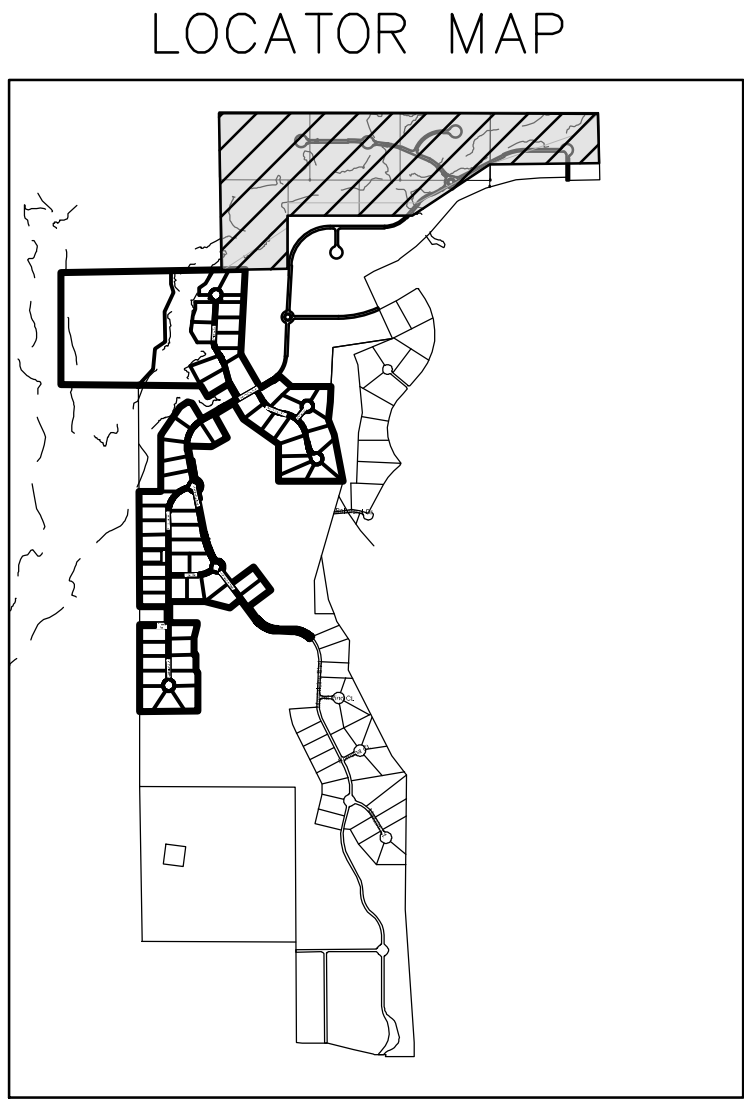
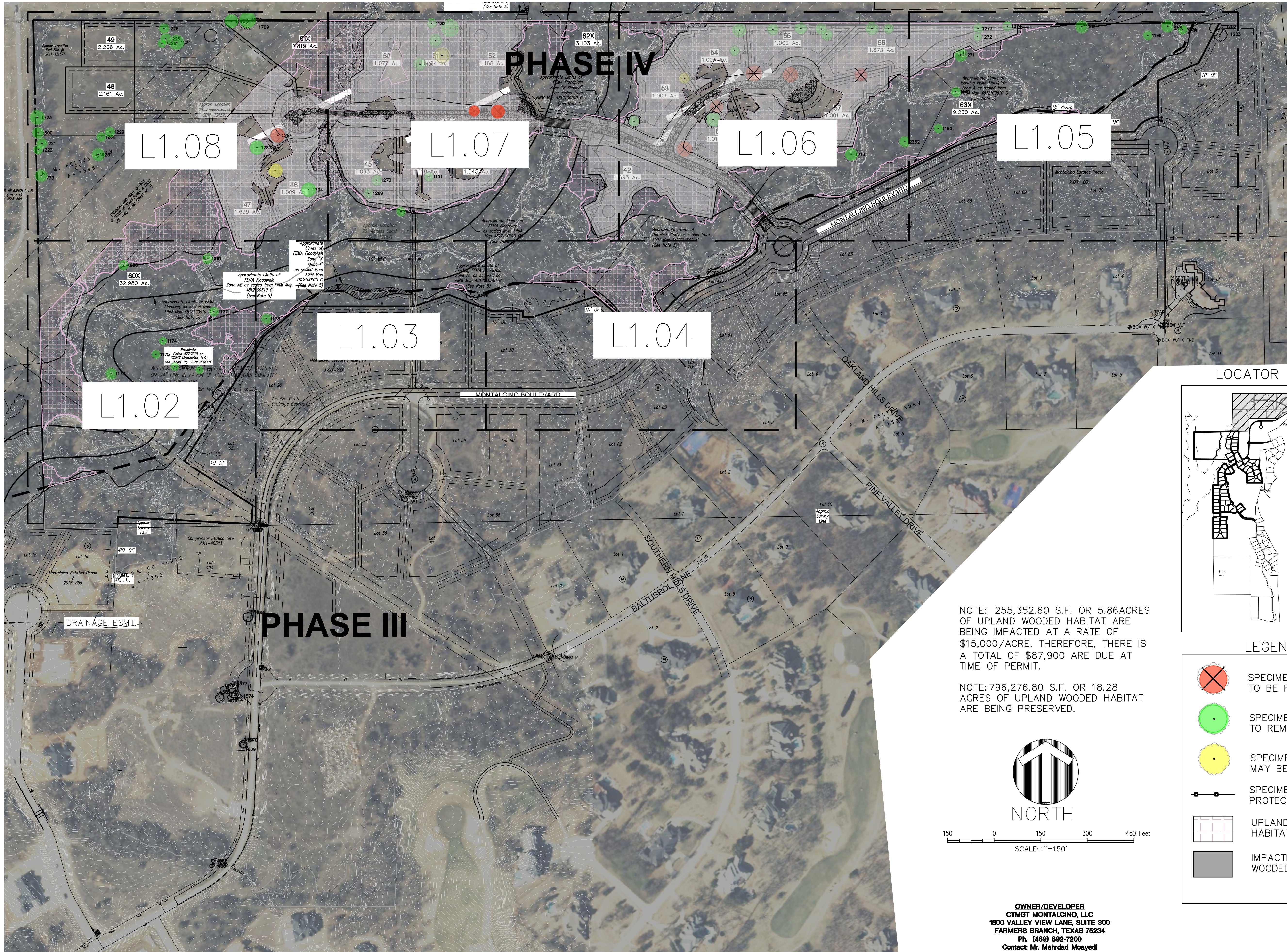
These trees are on individual residential lots. Each lot will be developed with custom built homes and may require the trees to be removed based on grading, layout and Town of Flower Mound ordinances and engineering standards. Each lot will be presented to the Town for a building permit with a lot grading 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.

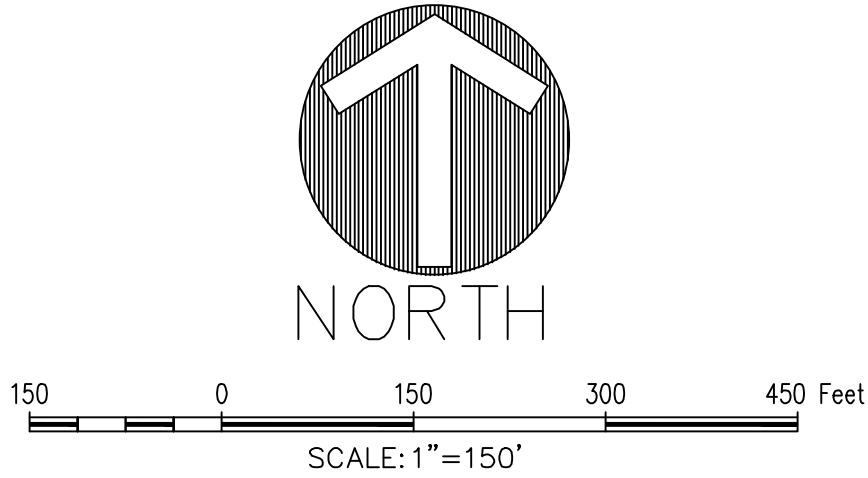
Sincerely,
McAdams



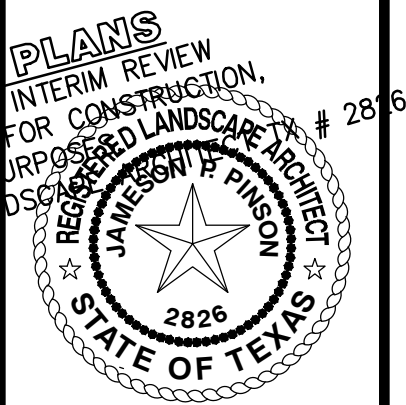
Ron Stewart, Senior Landscape Architect
Landscape Architecture Practice Lead, TX #3516



- 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

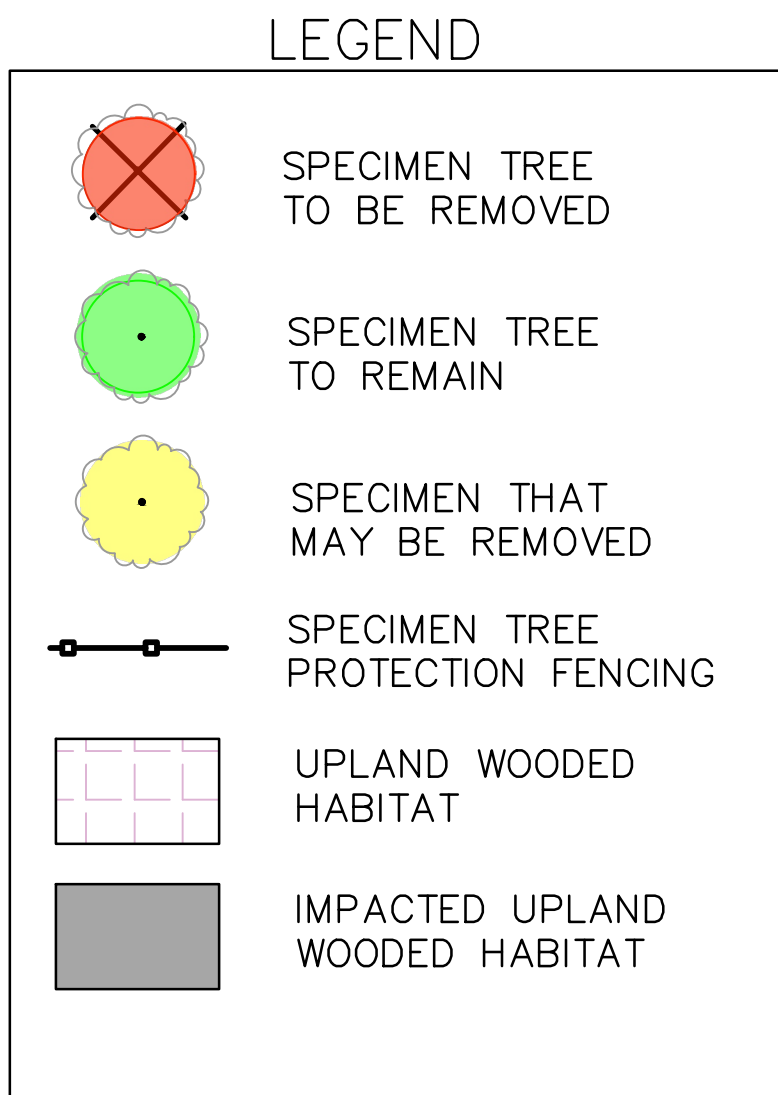
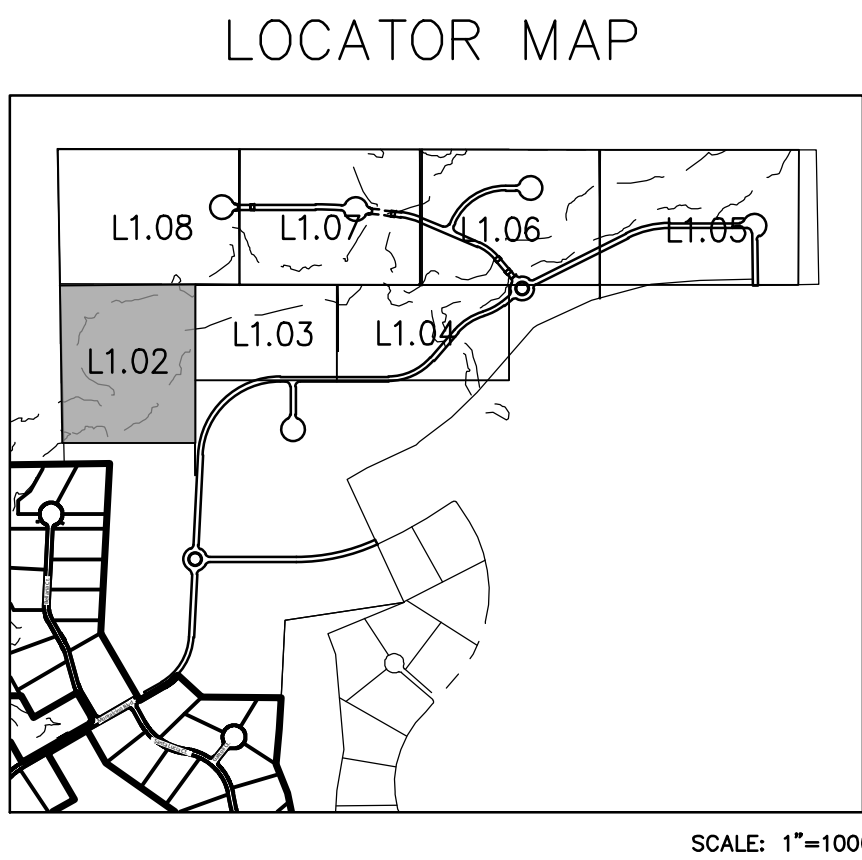
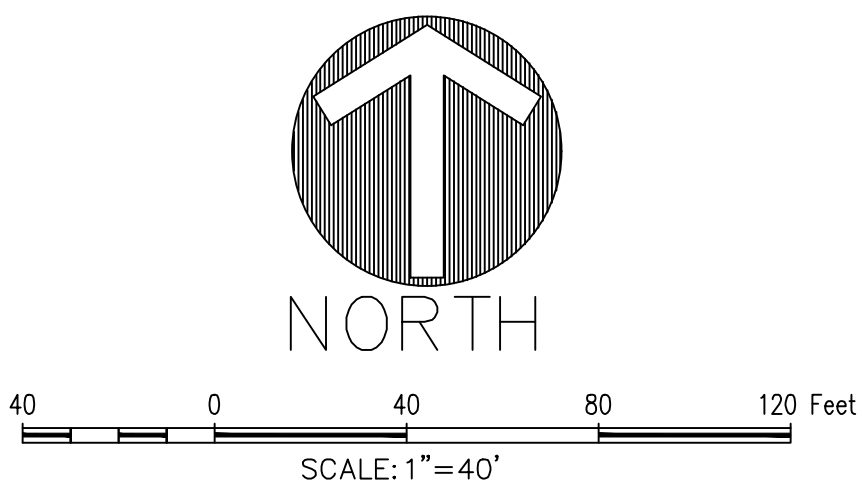
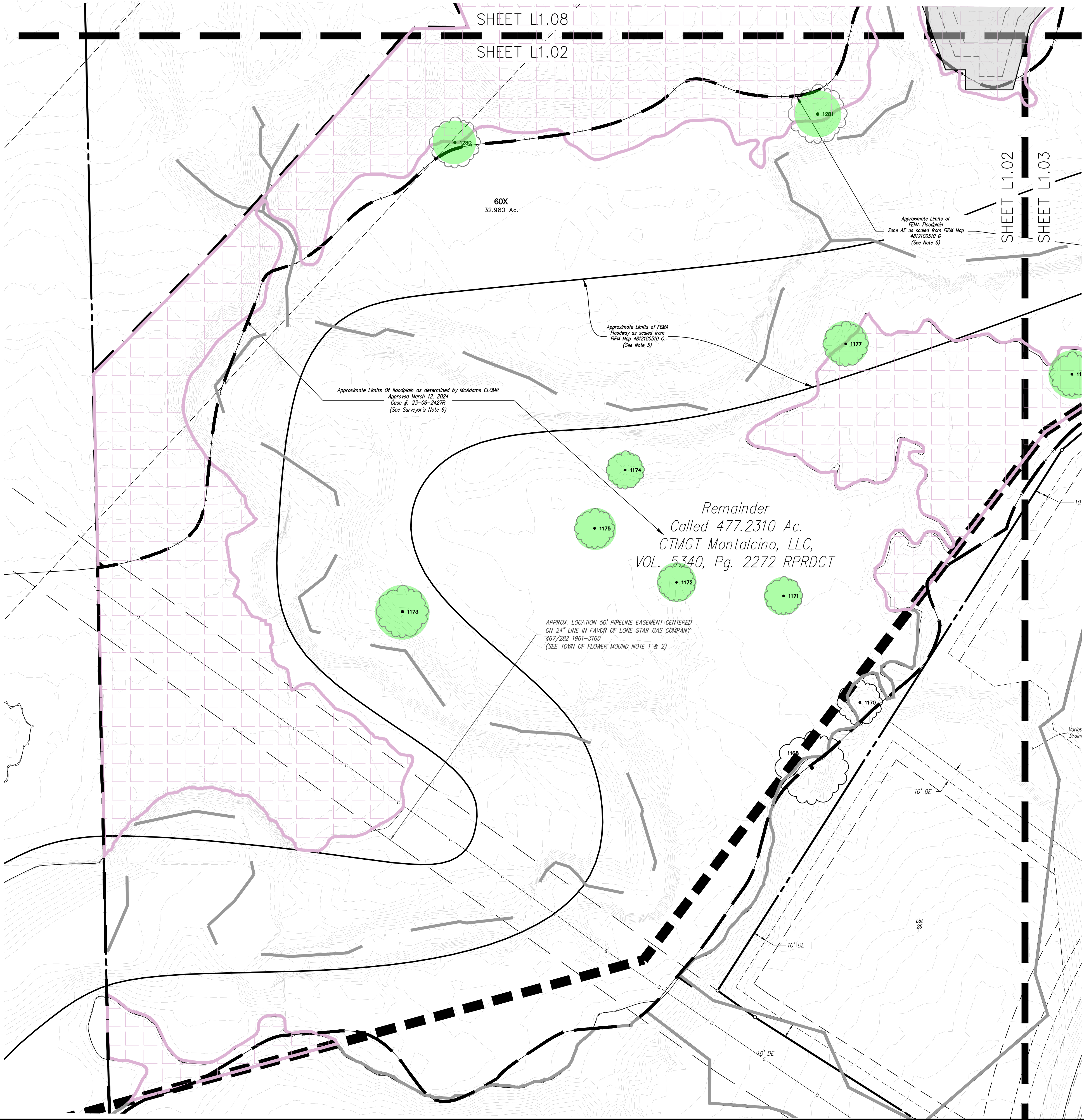


OWNER/DEVELOPER
CTMGT MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75234
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayedil



Drawn By: VC
Date: 06/24/2024
Scale: 1"=150'
Revisions:

File: Z:\Draw\Projects\CADG21004\04-Production\Engineering\Phase
Project: 10/27/2023 8:10 AM, by Ashbols, Dorote, Sheet: 10/27/2023 8:11 AM, by ashbols



PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
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 76262
940.240.1012
TBPE: 19762 TDBLS: 10194440
www.mcadamsco.com



MONTALCINO ESTATES - PHASE IV
72,766 Acres
In the
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



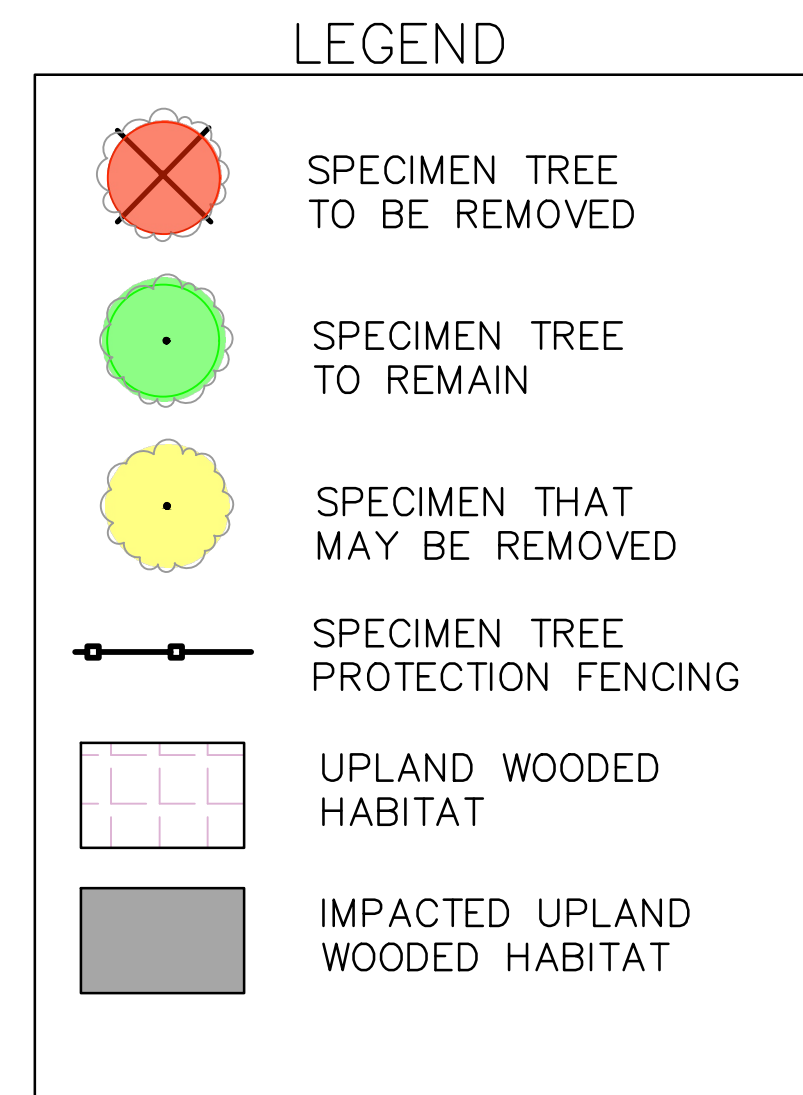
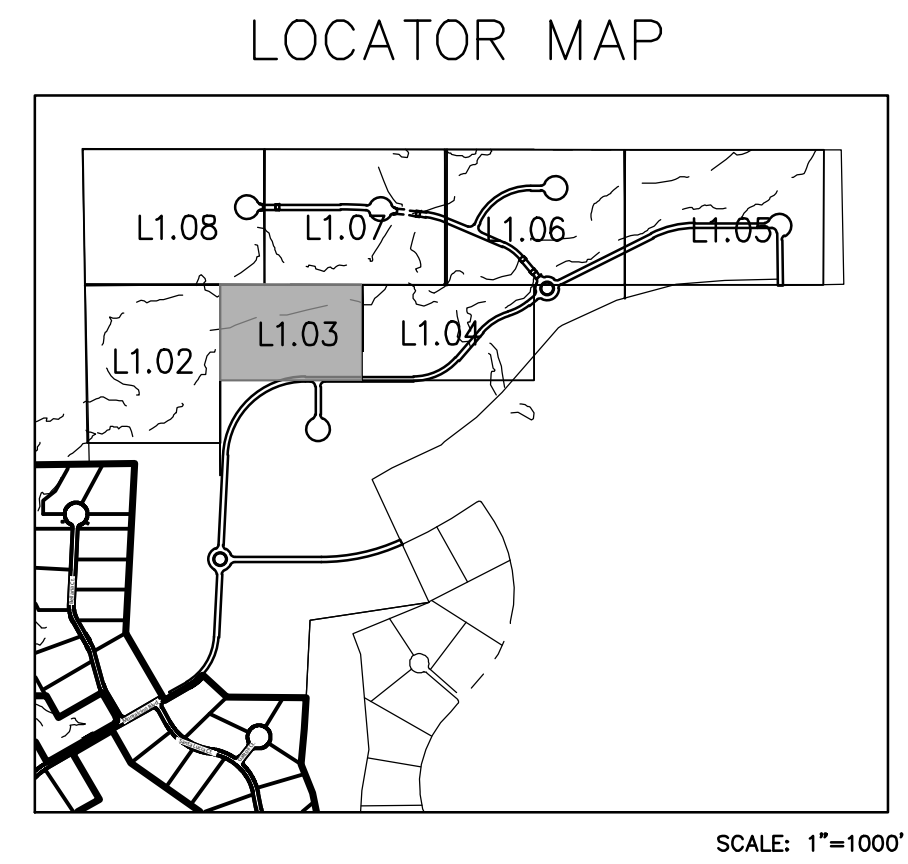
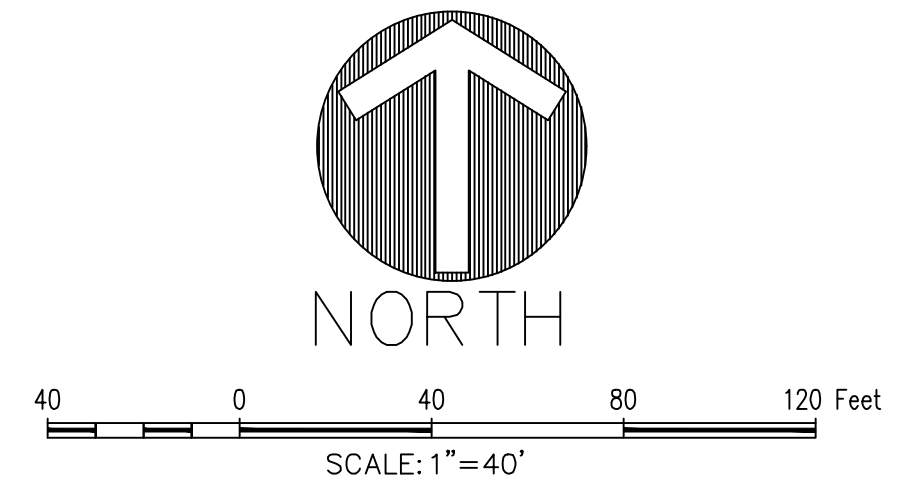
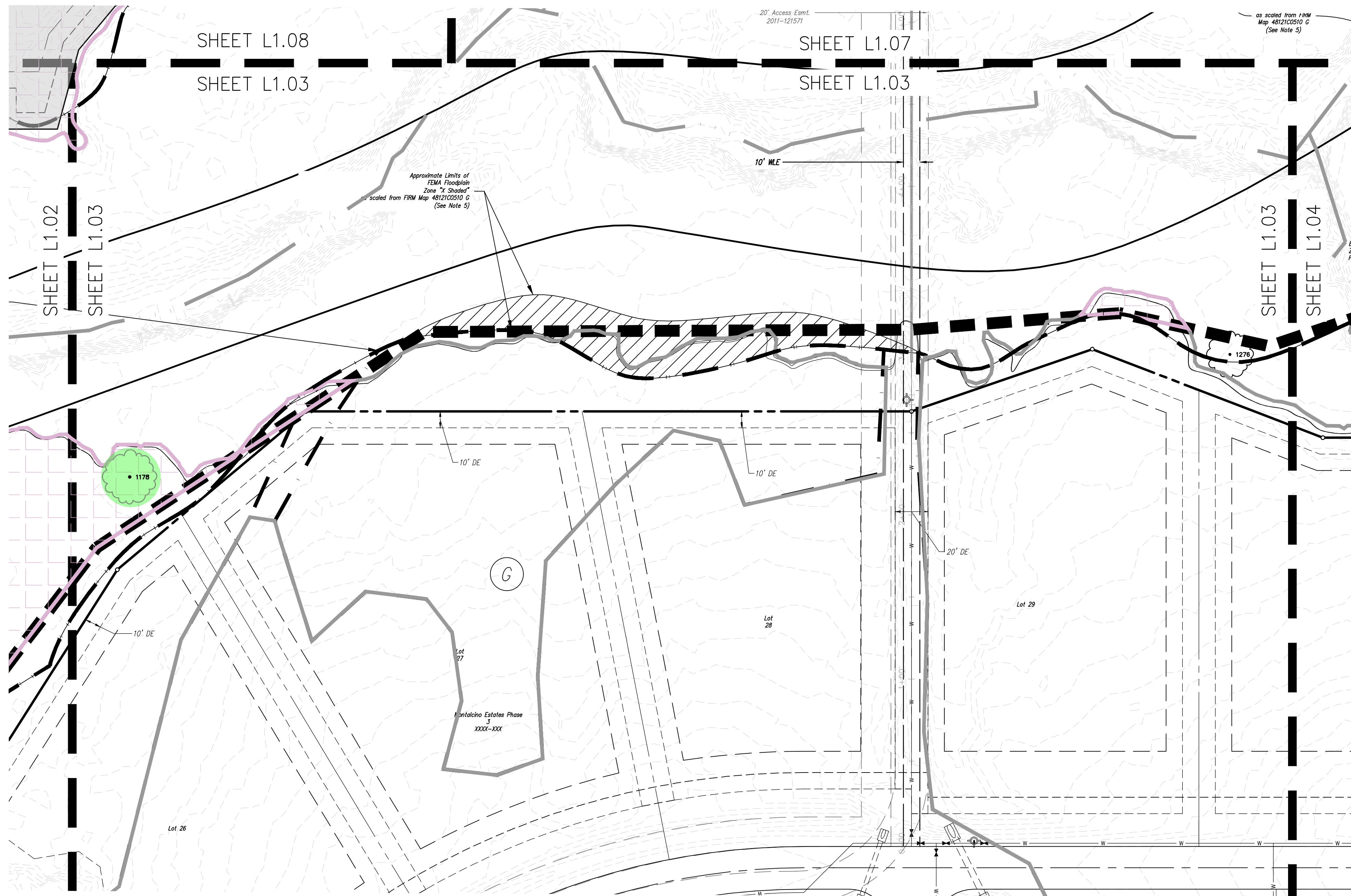
Drawn By: VC
Date: 06/24/2024
Scale: 1"=40'
Revisions:

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



**MONTALCINO ESTATES -
PHASE IV**
72,766 Acres
in the
JESSE GIBSON SURVEY, ABSTRACT NO. 479
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TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

 **MCADAMS**

The John R. McAdams
Company, Inc.
4400 State Highway 121, Suite 800
Louisville, Texas 75056
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76282
940. 240. 1012
TEPE: 19762 TBLPS: 1019440
www.mcadamsco.com

MONTALCINO ESTATES - PHASE IV

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENTED FOR CONSTRUCTION.
NO BIDDING, OR PERMIT PURPOSED LANDSCAPE ARCHITECT
JAMESON PINSON LANDSCAPE ARCHITECTS, P.C. # 2816
DATED 10/27/2025
REGISTERED PROFESSIONAL
JAMESON PINSON
2826
STATE OF TEXAS

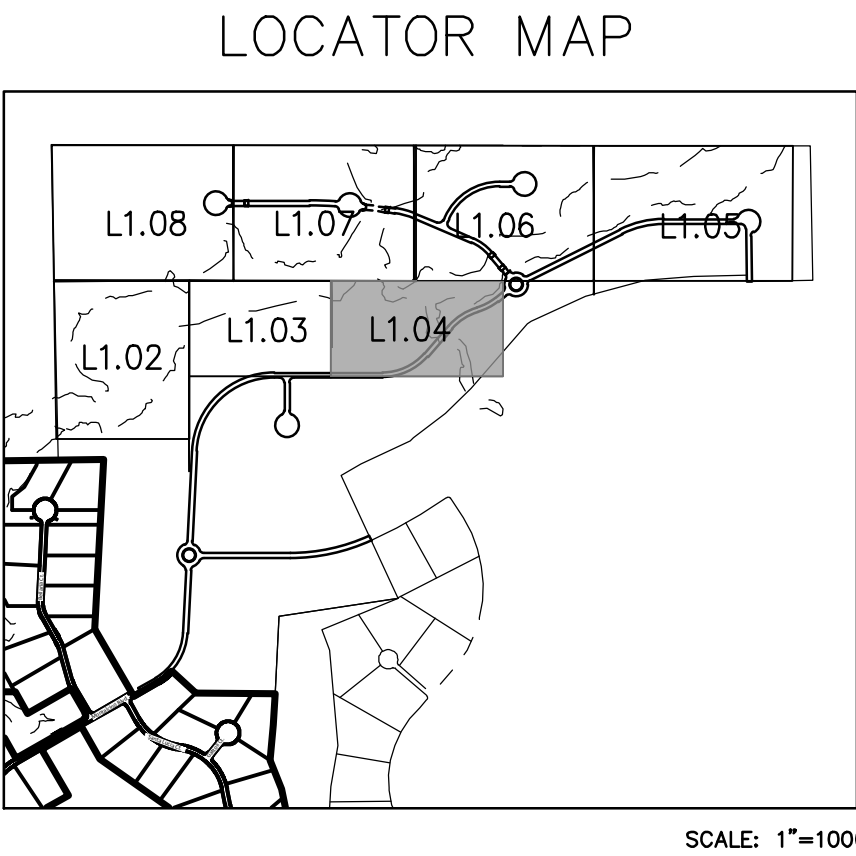
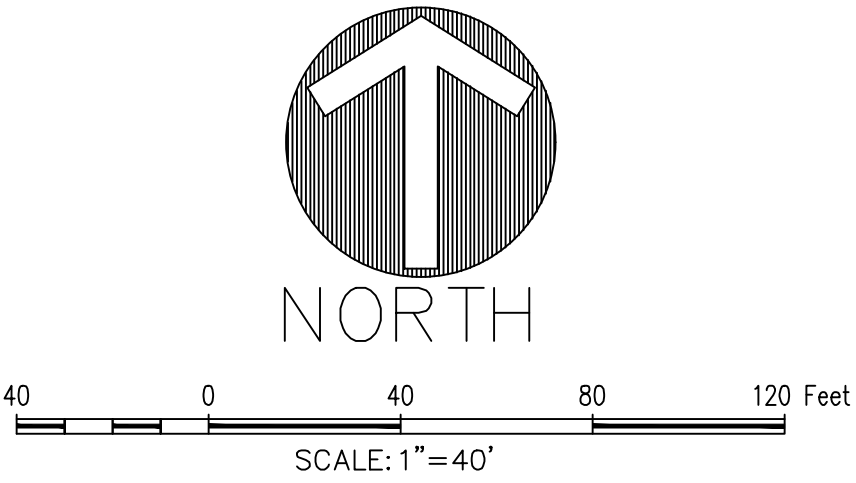
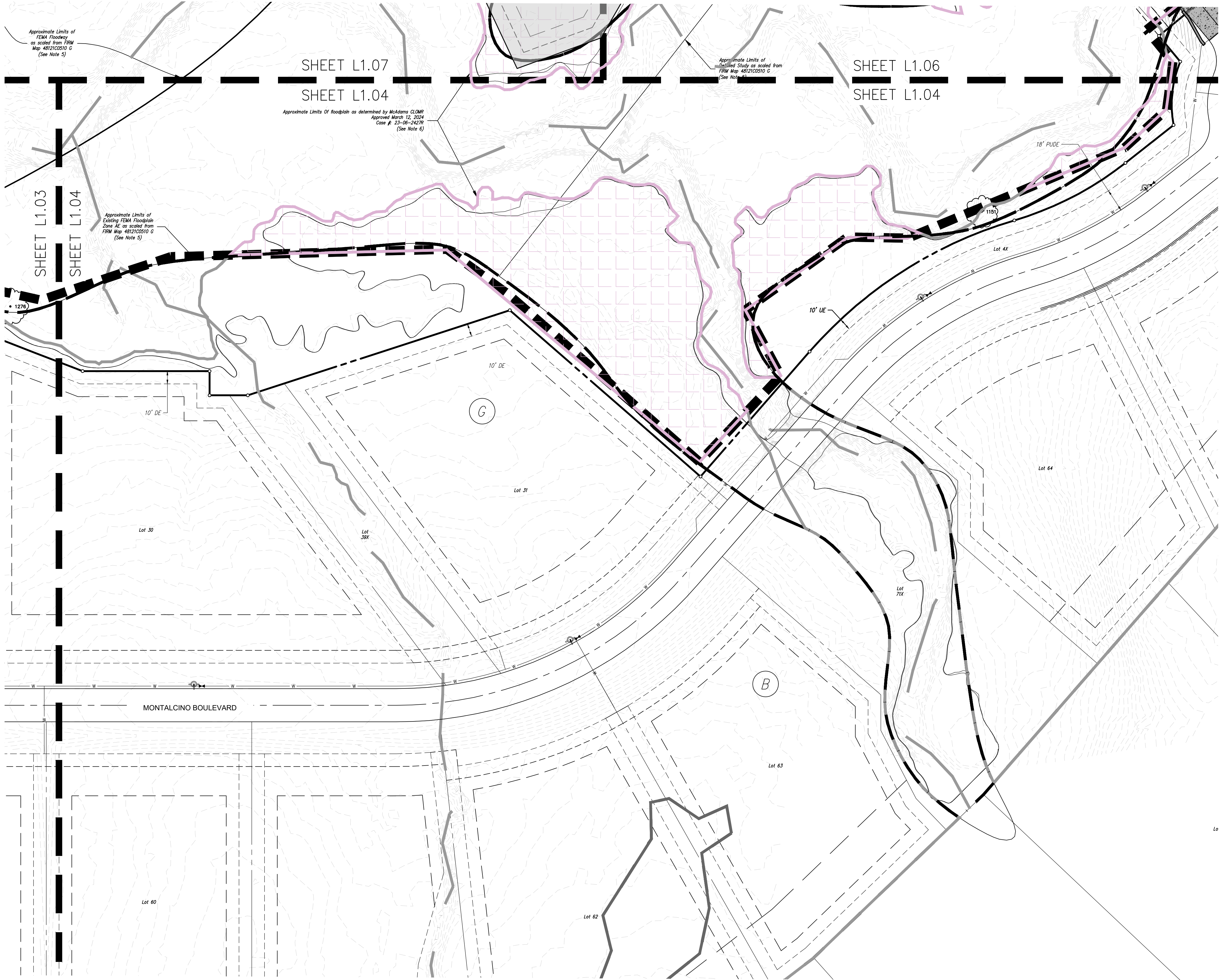
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Date: 06/24/2024
Scale: 1"=40'
Revisions:

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 Moayedil

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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

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
FOR CONSTRUCTION,
AND IS NOT INTENDED
FOR BIDDING, OR PERMIT
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 76282
940.240.1012
TBPE: 19762 TBPLS: 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

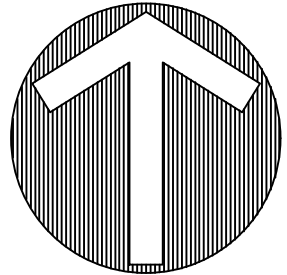
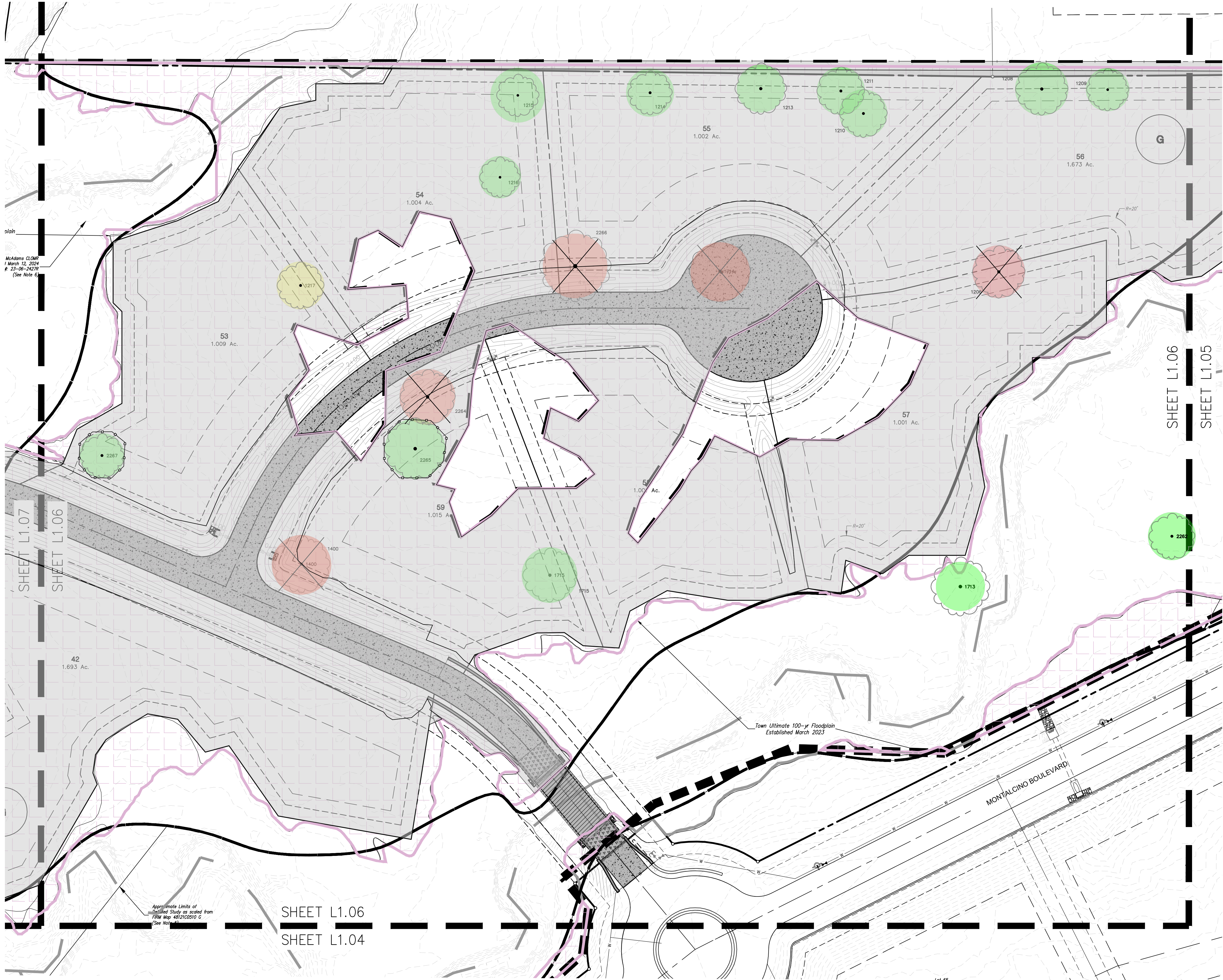
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Date: 06/24/2024
Scale: 1"=40'
Revisions:

CADG21004

L1.04

OWNER/DEVELOPER
CTMGT MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75234
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayed

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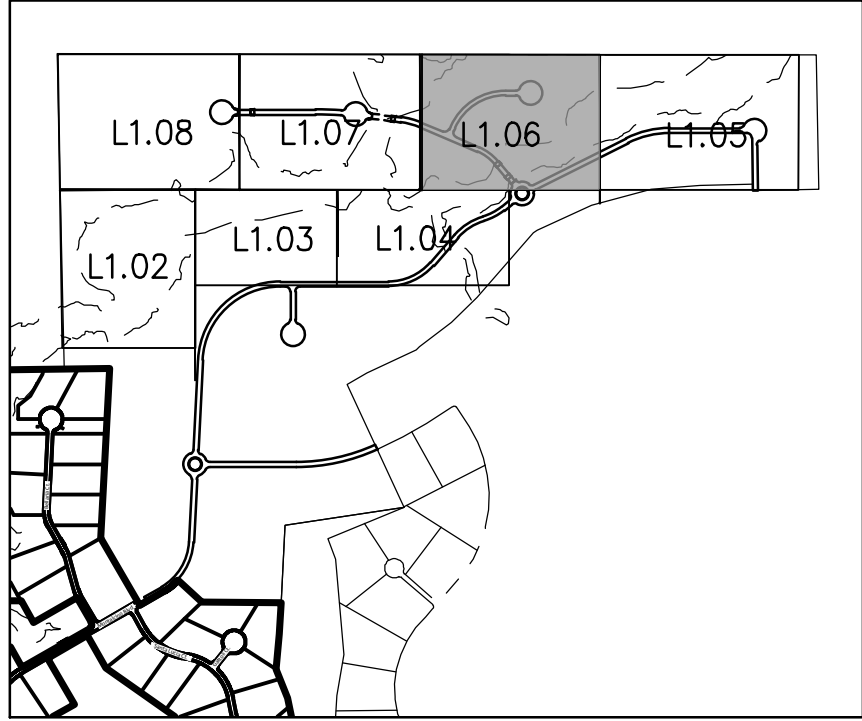


NORTH

40 0 40 80 120 Feet

SCALE: 1"=40'

LOCATOR MAP



SCALE: 1"=1000'

LEGEND

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L1.06

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1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75234
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayed

MONTALCINO ESTATES - PHASE IV

PHASE IV

In the

72,766 Acres

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TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

MONTALCINO ESTATES - PHASE IV

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972.436.9712

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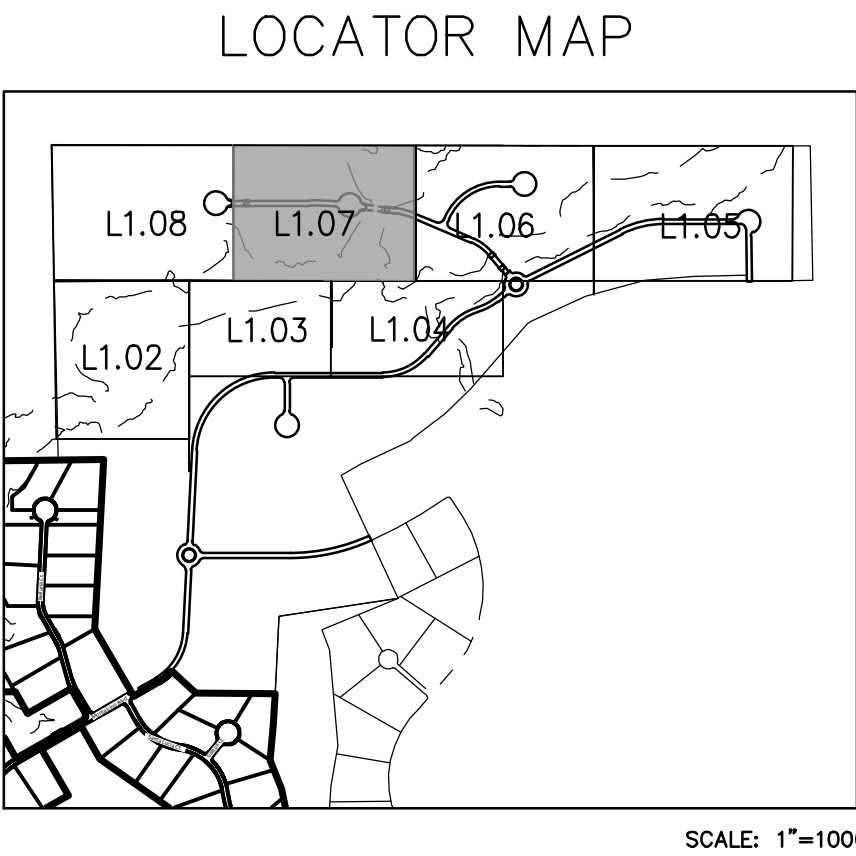
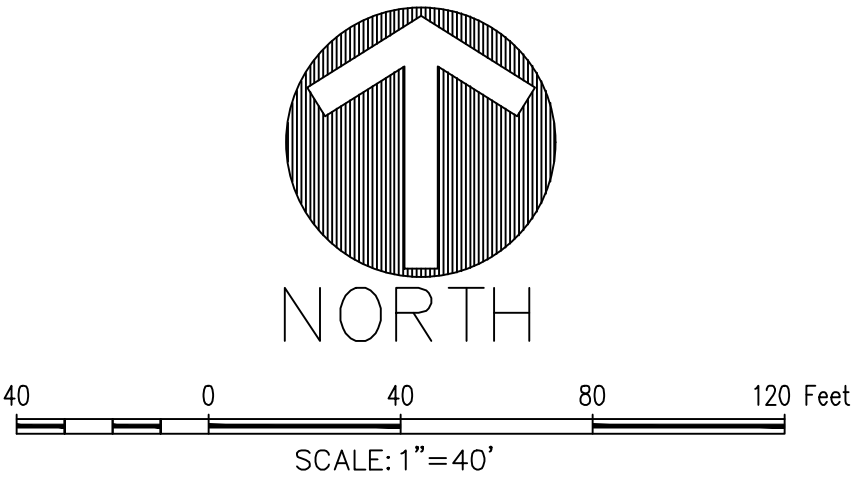
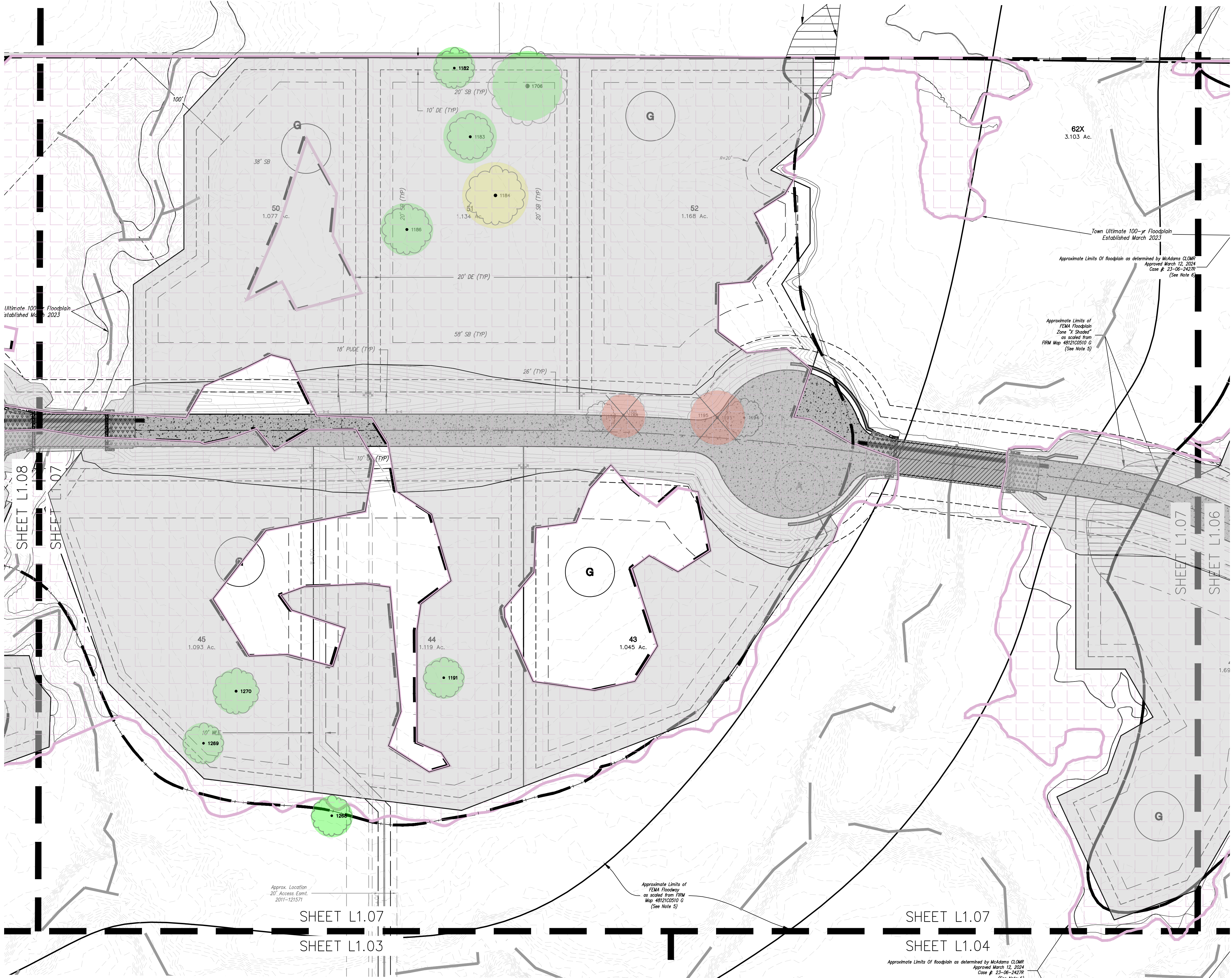
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MONTALCINO ESTATES - PHASE IV



LEGEND

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2826
DATED 10/27/2025

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CADG21004

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FARMERS BRANCH, TEXAS 75234
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L1.07

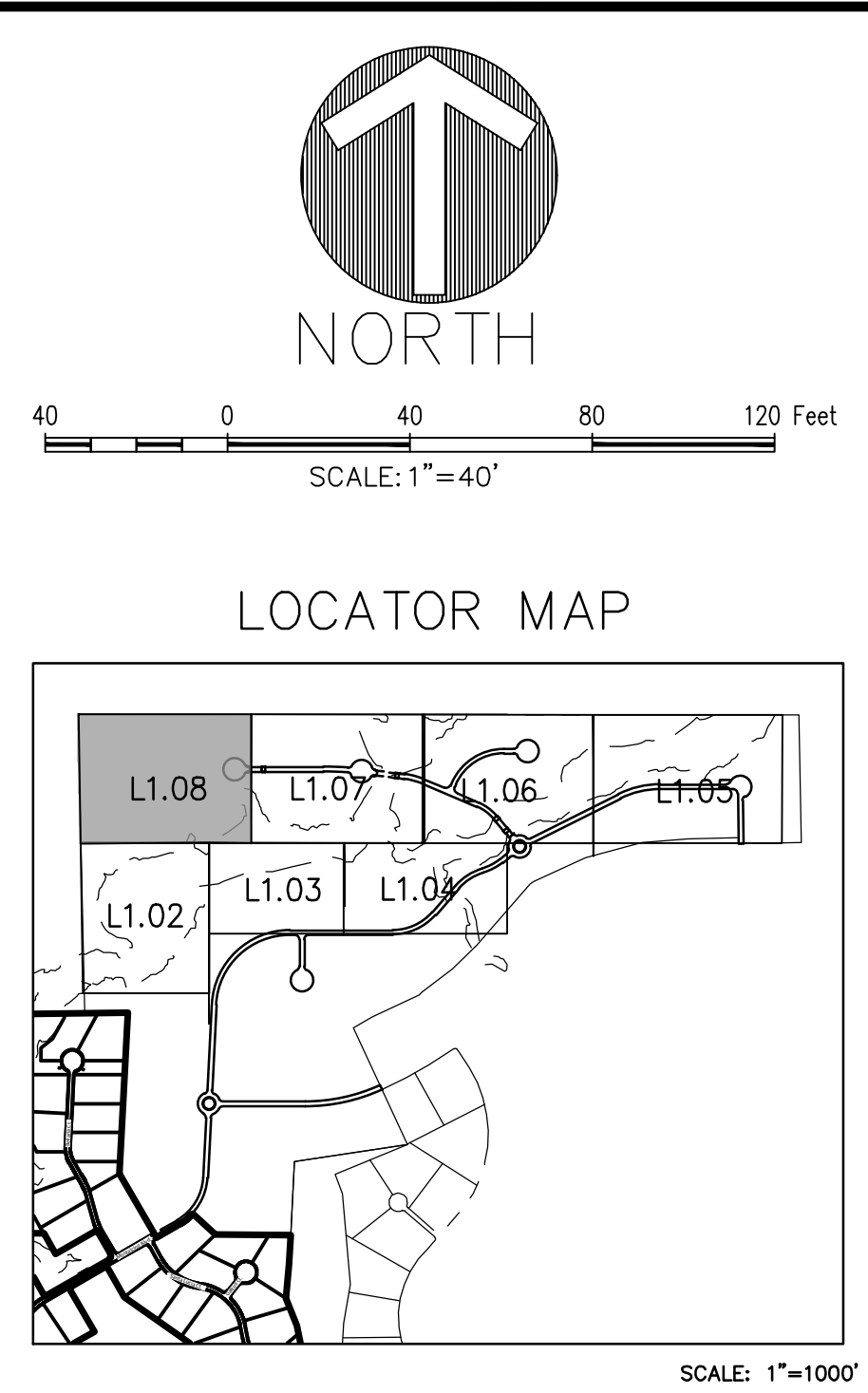
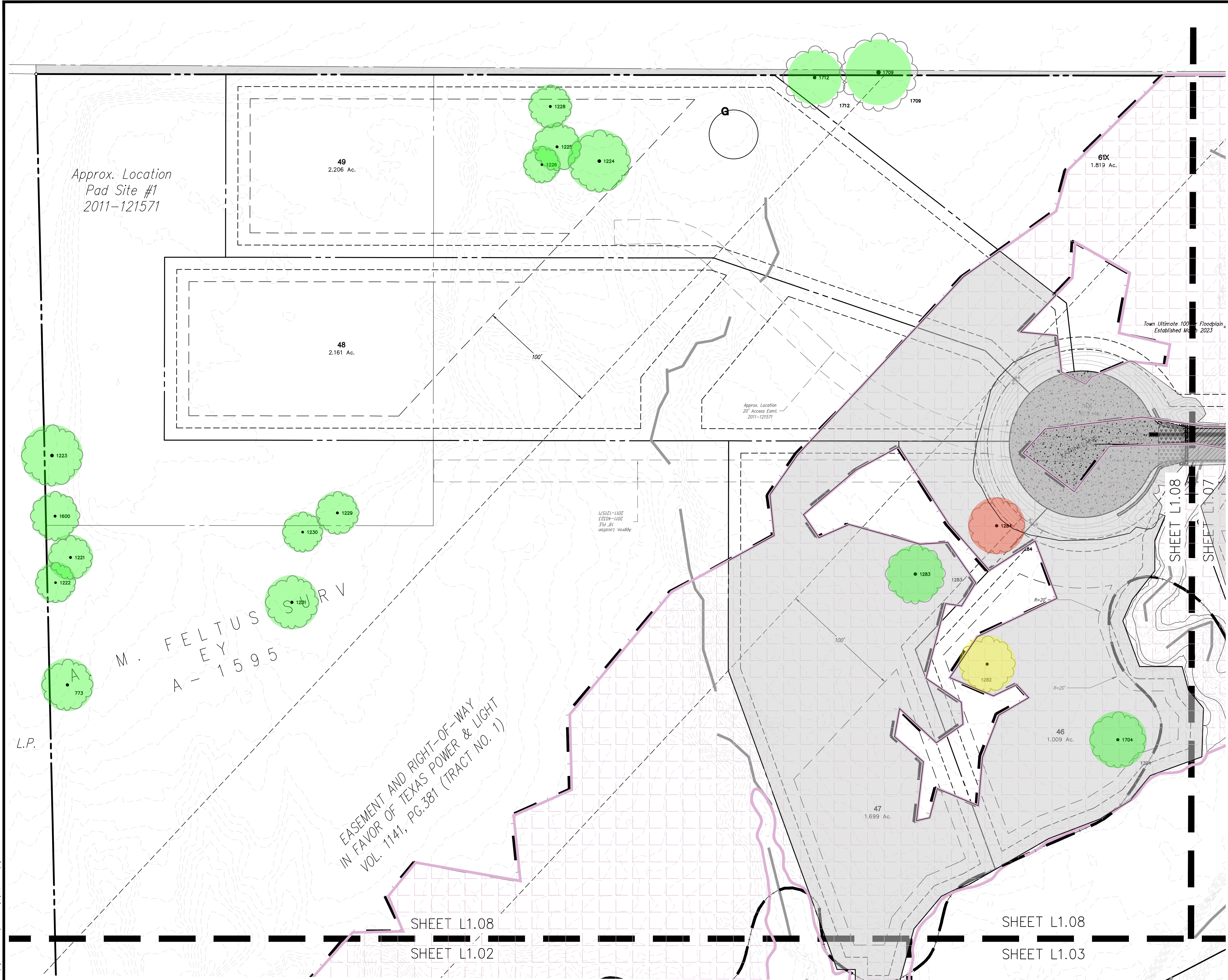
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PHASE IV
72.766 Acres
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MONTALCINO ESTATES - PHASE IV

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MONTALCINO ESTATES - PHASE IV

72,766 Acres

In the
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

CADG21004

L1.08

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JAMESON PINSON LAND ARCHITECTS, P.C.
2806
STATE OF TEXAS
DATED 10/27/2023

Drawn By: VC
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Revisions:

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Printed: 10/27/2023, 8:10 AM, by Ashbala Dorote, Sheet: 10/27/2023, 8:11 AM, by ashbala

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).

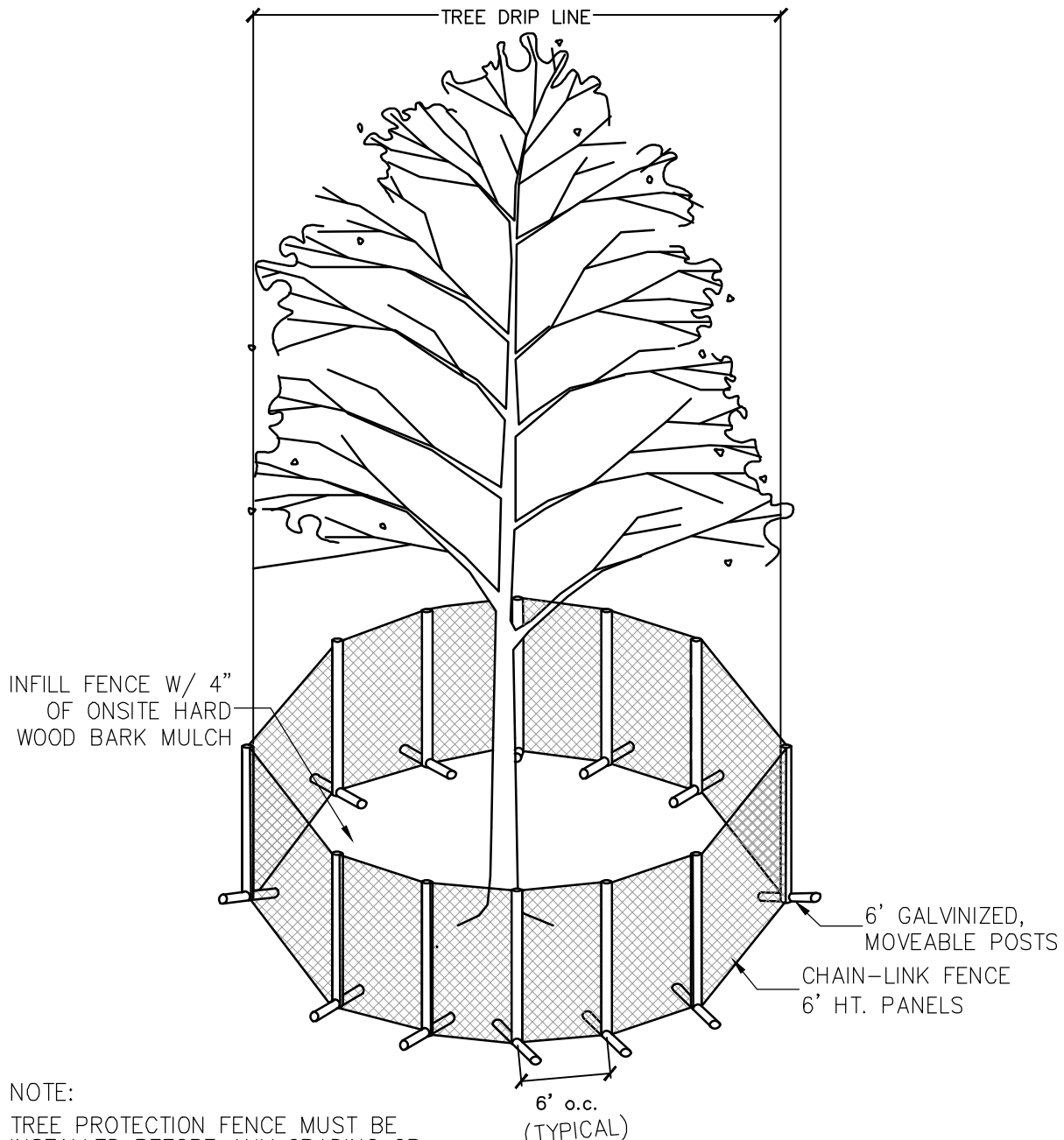
TREE DEBITS (DEFICIT -- \$600 PER DEBIT) = 0

*Protected trees to be preserved are trees outside of the UWH, RH, OS on Individual lots.

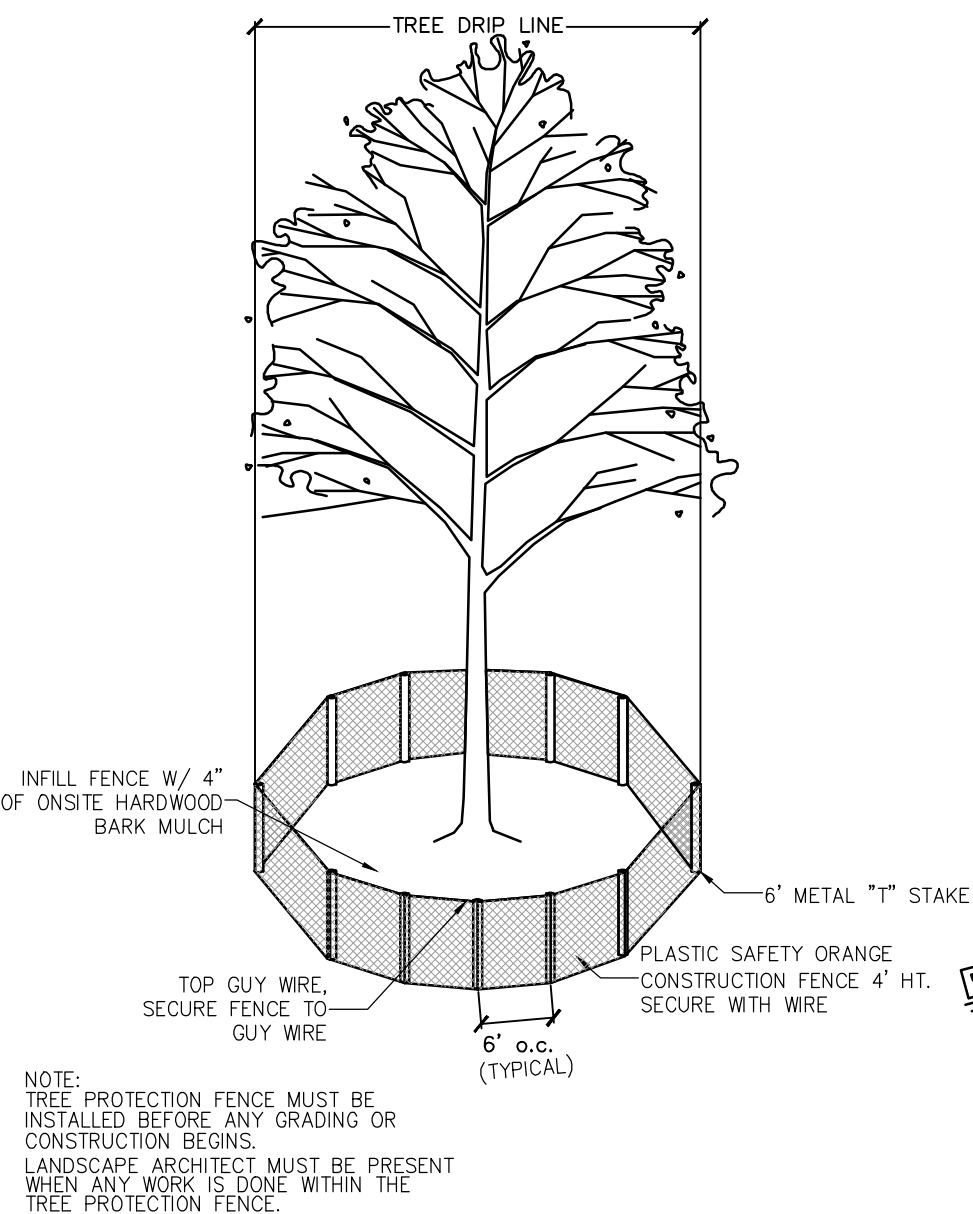
Individual lots to be determined with each lot Building Permit.

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
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Contact: Mr. Mehrdad Moayedil



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TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

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JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
DATED 10/27/2025

Drawn By: VC
Date: 06/24/2024
Scale:
Revisions:

CADG21004

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.4. REGULAR ITEM(S)

DATE: December 1, 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 L.1. WORK SESSION ITEM

DATE: December 1, 2025
FROM: Robert Pegg, Town Engineer
ITEM: **Presentation and discussion on land use assumptions, growth rates, and capital improvements**

BACKGROUND: On December 16, 2024, a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the professional services associated with the Water and Wastewater Master Plan Updates and Water, Wastewater, and Roadway Impact Fee Updates project, was approved by Town Council. The project includes:

- Updating the Town's water and wastewater models to account for changes in existing and projected demands, land uses, and capital improvements projects since the last update was performed in 2020.
- Recommendations for updates to the Town's five-year Water and Wastewater Capital Improvements Program.
- Updating the Town's Impact Fee program. The Town is required by Chapter 395 of the Texas Local Government Code to update impact fees every five years.

The project requires coordination with the Capital Improvement Advisory Committee (CIAC), Planning & Zoning (P&Z), and Town Council. Kimley-Horn provided this same presentation covering land use assumptions, capital improvements and growth rates to the CIAC and P&Z Commission on November 10, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: This information was presented to the Capital Improvements Advisory Committee and Planning & Zoning Commission on November 10, 2025.

ALTERNATIVES:

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

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



TOWN COUNCIL AGENDA L.2. WORK SESSION ITEM

DATE: December 1, 2025
FROM: Lexin Murphy, Director of Development Services
ITEM: **Value of Municipal Services: Development Services**

BACKGROUND: The Town of Flower Mound is launching a new work session series titled, “Value of Municipal Services”, to provide Town Council and the public with a deeper understanding of the services the Town delivers to the community. These sessions are designed to highlight the scope and impact of municipal services, share recent trends and performance insights, and offer a transparent look at the cost of these services to taxpayers. Each session will also include comparisons to benchmark communities to help contextualize the value and efficiency of Flower Mound’s service delivery. The intent of this series is to equip Town Council and residents with meaningful information and education about the Town’s operations, while also creating space for questions, discussion, and deeper exploration of each service area.

This session will focus on Development Services. The presentation will provide an overview of the department’s core functions, including planning, zoning, permitting, and building inspections. It will highlight key performance metrics, trends in development activity, and recent accomplishments such as permit volume, inspection benchmarks, and planning recognitions. The session will also address upcoming goals, strategic initiatives, and the financial considerations tied to service delivery and future growth.

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: December 1, 2025

FROM: Traci Henderson, Town Secretary

ITEM: **Discuss and consider approval of a resolution casting a vote for a candidate in the election of the Tarrant Appraisal District (TAD) Board of Directors.**

BACKGROUND: This item is to cast one (1) vote for a candidate for an appointment to two (2) voting positions to serve on the Tarrant Appraisal District (TAD) Board of Directors.

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. Ballot
2. Appointment Letter
3. 2026-vote calculation
4. 2026 voting allocation
5. Resolution

DRAFT MOTION: Move approval of a resolution casting one (1) vote for a candidate to serve on the Tarrant Appraisal District Board of Directors.



OFFICIAL BALLOT

ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS TARRANT APPRAISAL DISTRICT

The following are the candidates that were timely submitted by nominating resolutions for appointment to the two (2) voting positions on the Board, listed alphabetically by last name.

Please indicate your taxing unit's vote(s) by **entering the number of votes to the left of your candidate(s)** of choice.

VOTES FOR	Nominees
	Mr. Mike Alfred
	Ms. Wendy Burgess
	Mr. Eric Crile
	Ms. Sayeda Syed

The Tarrant Appraisal District has been informed that on October 6, 2025, the City of Burleson City Council rescinded its original resolution CSO#5926-09-2026 nominating Gary Losada.

IMPORTANT: This ballot must be returned to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by email to jwooddell@tad.org. Because the deadline occurs on a day that TAD is closed this year, statute permits receipt through 11:59pm on Monday, December 15th.

Please *attach this ballot to the resolution passed by your taxing unit authorizing this vote.*



Joe Don Bobbitt
Executive Director
Chief Appraiser

October 22, 2025

Presiding Officer
Tarrant County Entity

RE: Ballot for Appointments to Board of Directors 4-year term (1/1/26 to 12/31/29) Section 5.13(d)

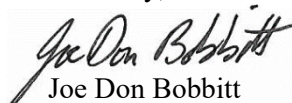
Dear Presiding Officer:

Following up on my September 2, 2025, letter regarding nominating candidates for appointment to Tarrant Appraisal District's Board of Directors, I prepared a ballot as required by the Texas Property Tax Code. That letter listed the number of votes for each conservation/reclamation district, school district, city, and county entity that is entitled to participate in the appointment process. The taxing units listed are not required to vote but, if they choose to do so, ***they may determine their votes only by a resolution adopted by the governing body and they must submit the resolution to me before December 15, 2025. Because the deadline falls on the weekend, statute permits acceptance through 11:59pm Monday, December 15th.*** The resolution and the completed ballot if you wish to include it should be sent by email to jwooddell@tad.org or by mail to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, P. O. Box 185579, Fort Worth, Texas, 76181-0579. For your convenience, the ballot, the nominee biographies, the vote allocation, and other information can be accessed at <https://www.tad.org/board-appointment-process>. The remaining steps in the appointment process and schedule set out in the Property Tax Code may be summarized as follows:

Before December 15, 2025	Governing bodies of taxing units determine their votes by resolution and submit votes to Chief Appraiser (If your entity represents greater than 5% of vote, please see TX Prop. Tax Sect. 6.03 k-1)
Before December 31, 2025	Chief Appraiser counts votes, determines which two candidates received the most votes, and submits results to taxing units
January 1, 2026	New term begins
First 2026 TAD BOD Meeting	New members to be sworn in

If you have questions, please do not hesitate to call Julie Wooddell at 817.595.6006.

Sincerely,


Joe Don Bobbitt
Executive Director
Chief Appraiser

JDB:jw Enclosure (1)



2500 Handley Ederville Rd. Ft. Worth, TX 76118 817.284.0024

TARRANT APPRAISAL DISTRICT
2025 Calculation of Taxing Entity Votes for Board of Directors
Per Section 6.03(d) of Texas Property Tax Code

	2024		>5% (k-1) applies
	TAXES	% OF	2025
	IMPOSED	TOTAL	VOTES
School Districts:			
Aledo ISD	6126463	0.11328%	2
Arlington ISD	432839540	8.00323%	160
Azle ISD	26436994	0.48882%	10
Birdville ISD	196630214	3.63570%	73
Burleson ISD	28531420	0.52755%	11
Carroll ISD	123686643	2.28697%	46
Castleberry ISD	17543731	0.32438%	6
Crowley ISD	139472009	2.57884%	52
Eagle Mountain/Saginaw ISD	200310529	3.70375%	74
Everman ISD	29178439	0.53951%	11
Fort Worth ISD	583909030	10.79651%	216
Godley ISD	1119999	0.02071%	0
Grapevine/Colleyville ISD	190275160	3.51820%	70
Hurst/Euless/Bedford ISD	193061065	3.56971%	71
Keller ISD	276036392	5.10393%	102
Kennedale ISD	23865026	0.44127%	9
Lake Worth ISD	21461580	0.39683%	8
Lewisville ISD	6469998	0.11963%	2
Mansfield ISD	221987044	4.10455%	82
Northwest ISD	164866630	3.04839%	61
White Settlement ISD	40922663	0.75666%	15
Total Schools	\$ 2,924,730,569	54.07842%	1082
Cities:			
City of Arlington	246068948	4.54983%	91
City of Azle	8595369	0.15893%	3
City of Bedford	30322513	0.56066%	11
City of Benbrook	18450519	0.34115%	7
City of Blue Mound	1863872	0.03446%	1
City of Burleson	6986138	0.12917%	3
City of Colleyville	20620649	0.38128%	8
City of Crowley	12202751	0.22563%	5
City of Dalworthington Gardens	2797080	0.05172%	1
Edgecliff Village	1451998	0.02685%	1
City of Euless	31823615	0.58842%	12
City of Everman	3878754	0.07172%	1
City of Flower Mound	2244826	0.04151%	1
City of Forest Hill	7568425	0.13994%	3

City of Fort Worth	760923076	14.06951%	281
City of Grand Prairie	72315296	1.33711%	27
City of Grapevine	31213824	0.57715%	12
City of Haltom City	24449399	0.45207%	9
City of Haslet	6284992	0.11621%	2
City of Hurst	24935531	0.46106%	9
City of Keller	24481253	0.45266%	9
City of Kennedale	8884810	0.16428%	3
Town of Lakeside	1278647	0.02364%	0
City of Lake Worth	3794694	0.07016%	1
City of Mansfield	63991986	1.18322%	24
City of Newark	254	0.00000%	0
City of N. Richland Hills	42477295	0.78541%	16
Town of Pantego	2597531	0.04803%	1
City of Pelican Bay	1026616	0.01898%	0
City of Reno	82455	0.00152%	0
City of Richland Hills	5008753	0.09261%	2
City of River Oaks	3877147	0.07169%	1
City of Roanoke	502308	0.00929%	0
City of Saginaw	15691549	0.29014%	6
City of Sansom Park	2682328	0.04960%	1
City of Southlake	35489177	0.65620%	13
Town of Trophy Club	651841	0.01205%	0
City of Watauga	12215503	0.22587%	5
Town of Westlake	4159429	0.07691%	2
City of Westover Hills	3418374	0.06321%	1
Westworth Village	2506916	0.04635%	1
City of White Settlement	10685449	0.19757%	4
Total Cities	\$ 1,560,501,888	28.85376%	577
Other:			
Conservation/ Reclam. Districts*	46255126	0.85526%	17
Tarrant County	535101103	9.89405%	198
Tarrant County College	341725112	6.31851%	126
Total Other	\$ 923,081,341	17.06782%	341
Total All	\$ 5,408,313,798.28	100%	2000

***Breakdown of Conservation/**

Reclamation Districts:

Far North Fort Worth MUD	\$ 2,752,408	5.95049%	1
Karis MMD	\$ 158,009	0.34160%	0
Live Oak Creek MUD	\$ 2,342,816	5.06499%	1
Tarrant Regional Water District	\$ 31,322,671	67.71719%	12
Trophy Club MUD	\$ 459,601	0.99362%	0
Viridian MMD	\$ 9,219,620	19.93211%	3
	\$ 46,255,126	100%	17

TARRANT APPRAISAL DISTRICT

Calculation of Taxing Entity Votes for Appointment to Board of Directors

Per Section 6.03(d) of Texas Property Tax Code

School Districts:	Votes
Aledo ISD	2
Arlington ISD	160
Azle ISD	10
Birdville ISD	73
Burleson ISD	11
Carroll ISD	46
Castleberry ISD	6
Crowley ISD	52
Eagle Mountain/Saginaw ISD	74
Everman ISD	11
Fort Worth ISD	216
Godley ISD	0
Grapevine/Colleyville ISD	70
Hurst/Euless/Bedford ISD	71
Keller ISD	102
Kennedale ISD	9
Lake Worth ISD	8
Lewisville ISD	2
Mansfield ISD	82
Northwest ISD	61
White Settlement ISD	15
Total Schools	1,082
Cities:	
City of Arlington	91
City of Azle	3
City of Bedford	11
City of Benbrook	7
City of Blue Mound	1
City of Burleson	3
City of Colleyville	8
City of Crowley	5
City of Dalworthington Gardens	1
Edgecliff Village	1
City of Euless	12
City of Everman	1
City of Flower Mound	1
City of Forest Hill	3
City of Fort Worth	281

City of Grand Prairie	27
City of Grapevine	12
City of Haltom City	9
City of Haslet	2
City of Hurst	9
City of Keller	9
City of Kennedale	3
Town of Lakeside	0
City of Lake Worth	1
City of Mansfield	24
City of Newark	0
City of N. Richland Hills	16
Town of Pantego	1
City of Pelican Bay	0
City of Reno	0
City of Richland Hills	2
City of River Oaks	1
City of Roanoke	0
City of Saginaw	6
City of Sansom Park	1
City of Southlake	13
Town of Trophy Club	0
City of Watauga	5
Town of Westlake	2
City of Westover Hills	1
Westworth Village	1
City of White Settlement	4

Total Cities	577
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Other:

Tarrant County Conservation/Reclamation*	17
Tarrant County	198
Tarrant County College	126

Total Other	341
-------------	-----

Total All	2,000
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*Breakdown of Conservation/Reclamation Districts:

Far North Fort Worth MUD (1)
Karis MMD (0)
Live Oak Creek MUD (1)
Tarrant Regional Water District (12)
Trophy Club MUD (0)
Viridian MMD (3)

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 VOTE(S) FOR CANDIDATE(S) IN THE ELECTION OF THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, The Town of Flower Mound is a member of Tarrant Appraisal District and is entitled to cast one (1) vote 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 VOTE(S) ACCORDINGLY AS REPRESENTED BELOW:

Candidate Name	# of votes
Mike Alfred	
Wendy Burgess	
Eric Crile	
Sayed Syed	

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 1st DAY OF DECEMBER, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



TOWN COUNCIL AGENDA M.2. BOARDS/COMMISSIONS

DATE: December 1, 2025
FROM: Traci Henderson, Town Secretary
ITEM: **Discuss and consider approval of a resolution to nominate an individual to be voted on by taxing jurisdictions to fulfill a vacancy for the Tarrant Appraisal District (TAD) Board of Directors.**

BACKGROUND: The Tarrant Appraisal District Board of Directors has received the resignation of Alan Blaylock, resulting in a vacancy.

If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section [6.03](#) may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy.

TAD will accept nominations until December 26th. The Chief Appraiser will prepare a list of nominees and the Board shall appoint by majority vote one of the nominees to fill the vacancy.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Take no action and vote on the slate of candidates presented by other county jurisdictions in December.

FISCAL IMPACT: N/A

LEGAL REVIEW: No changes to the legal content of the Resolution as previously prepared by Taylor, Olson, Adkins, Sralla, & Elam.

ATTACHMENTS:

1. TAD Letter
2. Blaylock Resignation
3. Resolution

DRAFT MOTION: Move to approve a resolution nominating a candidate to serve on the Tarrant Appraisal District Board of Directors.

Letter from TAD to Tarrant County Entities sent November 10, 2025

Dear Entity Representatives:

Today, the Tarrant Board of Directors received the resignation letter of Alan Blaylock, effective immediately.

"Due to recent changes in the demands on my time, I am no longer able to give this position the full attention it deserves. It has been a privilege to serve the taxpayers and taxing entities of Tarrant County in this capacity. I am grateful for the opportunity to contribute to the Board's efforts to ensure fairness, transparency, and integrity in the appraisal process."

Alan Blaylock

We thank Mr. Blaylock for serving the taxpayers of Tarrant County and for the time and dedication he gave to the board during his tenure.

Mr. Blaylock is an appointed member of the TAD Board of Directors whose term ends 12/31/27. According to Texas Property Tax Code, a vacancy at TAD by an appointed member falls under Section 6.0301(f):

(f) "If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section [6.03](#) may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy."

This email serves as your notification of vacancy and notice of eligibility to nominate one person to fill the vacancy.

If your governing body chooses to pass a nominating resolution to fill this vacancy, the deadline will fall on December 25th but as TAD is closed, Section 1.06 determines:

"If the last day for the performance of an act is a Saturday, Sunday, or legal state or national holiday, the act is timely if performed on the next regular business day."

Therefore TAD will accept nominations until December 26th at 11:59pm. The Chief Appraiser will prepare a list of nominees and the Board shall appoint by majority vote one of the nominees to fill the vacancy.

This process is separate from the already in process, regular board appointment in which two member's terms end on 12/31/25.

From Tarrant Appraisal District

From: Blaylock, Alan J <Alan.Blaylock@fortworthtexas.gov>

Sent: Monday, November 10, 2025 3:36 PM

To: Rick D. Barnes <RDBarnes@tarrantcountytexas.gov>

Subject: Resignation

EXTERNAL EMAIL ALERT! Think Before You Click!

To the Tarrant Appraisal District Chairman and Board of Directors:

Please accept this as my formal resignation from the Tarrant Appraisal District Board of Directors, effective immediately.

Due to recent changes in the demands on my time, I am no longer able to give this position the full attention it deserves. It has been a privilege to serve the taxpayers and taxing entities of Tarrant County in this capacity. I am grateful for the opportunity to contribute to the Board's efforts to ensure fairness, transparency, and integrity in the appraisal process.

Respectfully,

Alan J. Blaylock

District 10 Council Member

O 817.392.8810

E District10@fortworthtexas.gov

E Alan.Blaylock@fortworthtexas.gov



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TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. XX-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING THE TOWN OF FLOWER MOUND'S NOMINATION(S) TO FULFILL A VACANCY FOR THE ELECTION OF THE BOARD OF DIRECTORS FOR THE TARRANT APPRAISAL DISTRICT (TAD), AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tarrant Appraisal District notified entities on November 10, 2025, of a vacancy on their Board of Directors; and

WHEREAS, the Texas Property Tax Code Section 6.0301(f) states "If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy."; and

WHEREAS, it is the desire of the Town Council of the Town of Flower Mound, Texas, to nominate the following individual(s) for a vacant term that ends 12/31/2027.

NAME	ADDRESS

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

SECTION 1

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

SECTION 2

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 ____ DAY OF
DECEMBER, 2025.**

ATTEST:

APPROVED:

Traci Henderson, TOWN SECRETARY

Cheryl Moore, MAYOR