

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



February 16, 2026

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. 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

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members

F. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects
3. Organizational Updates
 - a. Employee Service Recognition

G. FUTURE AGENDA ITEM(S)

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

H. COORDINATION OF CALENDARS

1. February 19 - Work Session
2. March 2 - Regular Meeting

I. CONSENT ITEM(S)

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

1. Minutes - 2/2 - Consider approval of the minutes from a regular meeting held on February 2, 2026.
2. FY 2025-2026 CIP Amendment No. 1 - Consider Approval of Amendment No. 1 to the Fiscal Year 2025-2026 Capital Improvement Program.
3. Denton Creek Blvd. - ICA - Consider approval of the Interlocal Cooperation Agreement with Denton County for the construction of a portion of Denton Creek Boulevard, and authorize the Mayor to execute the same on behalf of the Town; in the amount of \$1,700,000.
4. Canyon Falls Village 3 Development Agreement - Consider approval of a Development Agreement with PH Land Holdings, LLC and Drees Custom Homes, LP for the construction of certain Master Planned Town Roadway and Utility improvements associated with the Canyon Falls Village 3 development, in the amount of \$5,024,490.
5. PSA Utility Asset Management - Consider approval of a Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for Work Order System Analysis and Improvement services for the Utility Asset Management project, in the amount of \$588,000; and authorization for the Mayor to execute same on behalf of the Town.
6. TIRZ #2 2025 Annual Report - Consider approval of the 2025 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #2 (TIRZ #2).
7. Annual Laserfiche Renewal and Subscription Upgrade - Consider approval of Addendum No. 7 to the Master Services Agreement with MCCi, LLC, in the amount of \$45,061.83, for the migration from Laserfiche Avante perpetual licensing to the Laserfiche Subscription licensing model and implementation of Laserfiche Version 12.

8. Easement Abandonment of 4725 Christopher Court - Consider approval of an ordinance vacating and abandoning the existing 7.5-foot utility easement located along the southern property line of Lot 14, Block W, of Wellington Estates Phase 3 Subdivision. The property is generally located south of Quail Run and East of Flower Mound Road.
9. Depository and Custodial Agreements - Consider approval of a resolution extending the bank depository agreement with JPMorgan Chase Bank, NA, and the custodial agreement with The Bank of New York Mellon, for a two-year renewal period, declaring an effective date; and authorization for the Mayor to execute same on behalf of the Town.
10. Holi Festival - Alcoholic Beverages - Consider approval for the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during the annual DCICA Holi Festival co-sponsored event. The Parks Board unanimously recommended approval by a vote of 6 to 0 at its February 5, 2026, regular meeting.
11. Utility Construction Estimate - Consider approval of a construction estimate from Reyamar Construction for the installation of an emergency bypass connection for the Lakeside Lift Station through Town of Addison interlocal contract number 22-42, in the amount of \$65,377.07; and authorization for the Mayor to execute same on behalf of the Town.
12. Crime District FY 25-26 Budget Amendment #2 - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as adopted by Resolution No. 22-25 and amended by Resolution No. 31-25.
13. Fire District FY25-26 Budget Amendment #2 - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as adopted by Resolution No. 23-25 and amended by Resolution No. 32-25.
14. FY 25-26 Budget Amendment #2 - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2025, and ending on September 30, 2026, as adopted by Ordinance No. 32-25 and amended by Ordinance No. 51-25 for adjustments to the General Fund, Street Maintenance Sales Tax Fund, Parks 4B Sales Tax Fund, Crime Control and Prevention District Sales Tax Fund, Fire Control, Prevention, and Emergency Medical Services District Sales Tax Fund, Texas Parks and Wildlife Development Fund, General Capital Projects Fund, Interlocal Capital Projects Fund, Certificates of Obligations - Facilities Fund, Vehicle and Equipment Replacement (VERF) Fund, Technology Replacement Fund, Utility Capital Projects - Reserve Fund, and the Certificates of Obligation/Revenue Bond - Water Fund.

15. Historical Item Pre-approval Loan List - Consider approval of several historical items for the town's historical items pre-approval list for loans; authorizing the Town of Flower Mound to enter into a loan agreement.

J. REGULAR ITEM(S)

1. MISC25-0004 - Mavis Tires and Brakes Elevations - Consider a request for a meritorious design exception (MISC25-0004 - Mavis Tires and Brakes Elevations) to the urban design plan pursuant to Section 98-1163, "Exterior wall construction for non-residential buildings," of the Code of Ordinances for an existing non-residential building. The property is generally located south of Justin Road and west of Stone Hill Farms Parkway. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)
2. SP25-0017 - Flower Mound High School Locker Rooms - Consider a request for a Site Plan (SP25-0017 – Flower Mound High School Locker Rooms) to develop an additional locker room with a waiver to the roof pitch requirement pursuant to Section 98-1163, "Exterior wall construction for nonresidential buildings," of the Code of Ordinances. The property is generally located west of Old Settlers Road and north of Peters Colony. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)
3. SP25-0021 - Marcus High School Locker Room Addition - Consider a request for a Site Plan (SP25-0021 - Marcus High School Locker Room Addition) to develop an additional locker room with a waiver to the roof pitch requirement pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located east of Long Prairie Road and north of Dixon Lane. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)
4. SP25-0018 - Aura Brookview - Consider a request for a Site Plan (SP25-0018– Aura Brookview) for a multi-family apartment complex, with a waiver to the roof pitch requirement pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located north of Cross Timbers Road and west of U.S. Highway 377. (PZ recommended approval by a vote of 6 to 0 at it's February 9, 2026, meeting.)
5. Aura Brookview Park Dedication Consideration - Consider approval of a Parks Board Recommendation (PBR25-0004) for cash, in the amount of \$1,844,482.74 to be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$416,400.00 for the Aura Brookview Multi-family development generally located north of Cross Timbers Rd. and east of Canyon Falls Dr.
6. SUP25-0007 - Simpoint - Public Hearing to consider an ordinance granting Specific Use Permit No. 500 (SUP25-0007 – Simpoint) to permit an amusement and recreation (indoors) use. The property is generally located south of Flower Mound Road and west of Gerault Road. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)
7. Economic Development Incentive Policy - Public Hearing to consider approval of a resolution adopting updates to the Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.

8. Annual Tree Planting Project - Provide an update regarding the completed tree planting project at Shadow Ridge Park. Present and discuss options for the FY 2026-27 Annual Tree Planting Project.

K. WORK SESSION ITEM

1. Presentation and discussion on land use assumptions, capital improvements plan, and the imposition of an impact fee.

L. BOARDS/COMMISSIONS

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

M. CLOSED MEETING

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

1. **Section 551.071: Consultation with Town Attorney**
Consultation with Town Attorney.
 - a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas
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.

N. RECONVENE

O. 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 February 10, 2026, 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](#).

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



February 2, 2026

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 Plunk gave the invocation.

C. PLEDGES

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

D. PUBLIC COMMENT

Names listed below do not necessarily reflect the order in which each person spoke, and all municipalities are located in Flower Mound unless otherwise indicated.

	Speaker name and municipality	Subject (as written on the form)
1.	Nicole Woodard	FM Chamber
2.	Christiane Bates*	we need public transportation
3.	Bronz Peterson	

** Indicates person did not wish to speak*

E. ANNOUNCEMENTS

There were announcements from the Mayor or Council members regarding:

Town staff appreciation for work efforts in the winter storm.
Flower Mound New Century Lion's Club Sock Hop Fundraiser February 6 from
6-9 p.m. at Excite Gym & Cheer

F. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

a. Flower Mound Arts Center - Project Update

James W. Childers, Town Manager, gave a presentation identifying or noting:

Steering Committee members; project design schedule; market assessment; anticipated pre-design and programming dates; additional project phases; and phase 3 Cultural Arts Commission member addition to steering committee.

2. Economic Development Projects

3. Organizational Updates

a. Winter Weather Response

Mr. Childers, introduced Bobby Sanford, Emergency Management Coordinator,

who gave a presentation identifying or noting:

Timeline; treatment; Emergency Operations Center activation (EOC); warming centers; AMBUS deployment; public updates; and weather event photos.

Town Council and staff discussed Texas Department of Transportation (TxDOT) assistance and flyover opening considerations.

Mr. Childers also shared that the Flower Mound Library received the 21st consecutive Achievement of Library Excellence Award from the Texas Municipal Library Directors Association.

G. FUTURE AGENDA ITEM(S)

There were no future agenda item requests.

H. COORDINATION OF CALENDARS

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

1. February 16 - Regular Meeting
2. February 16 - TIRZ 2 Board Meeting 5pm (Rescheduled from February 2)
3. February 19 - Work Session
4. March 2 - Regular Meeting
5. March 16 - Cancel this Regular Meeting
6. March 19 - Cancel this Work Session, reschedule to March 12

I. CONSENT ITEM(S)

ACTION: Adam Schiestel moved to approve consent items I.1 - I.12 as presented. Chris Drew seconded the motion.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

1. Minutes - 1/15 - Consider approval of the minutes from a work session held on January 15, 2026.
2. Minutes - 1/20 - Consider approval of the minutes from a regular meeting held on January 20, 2026.
3. Calling General Election - Consider approval of a resolution of the Town of Flower Mound, Texas authorizing and calling for a General Election to be held on May 2, 2026, for the offices of Town Council Place 2 and Town Council Place 5 and, if required, a run-off election on June 13, 2026; approving a joint election with Denton County and Tarrant County; establishing procedures for the election; and providing an effective date.

RESOLUTION NO. 01-26

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS,
 AUTHORIZING AND CALLING FOR A GENERAL ELECTION TO BE HELD ON
 MAY 2, 2026, FOR THE OFFICES OF TOWN COUNCIL PLACE 2 AND TOWN
 COUNCIL PLACE 5 AND, IF REQUIRED, A RUN-OFF ELECTION ON A DATE
 DETERMINED BY THE SECRETARY OF STATE; APPROVING A JOINT
 ELECTION WITH DENTON COUNTY AND TARRANT COUNTY;
 ESTABLISHING PROCEDURES FOR THE ELECTION; AND PROVIDING AN
 EFFECTIVE DATE.

4. Traffic Sign Material Purchase - Consider Approval of the purchase of traffic signs and materials in the estimated annual amount of \$150,000.00, from Centerline Supply Inc, through the Texas Buyboard contract.
5. Promoter Line Contract - 2026 Fall Festival - Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2026 Fall Festival, in an amount not-to-exceed \$205,000.00 and authorization for the Mayor to execute same on behalf of the Town.
6. VERF Vehicle Purchase - Trailer Mounted Hydro Excavator - ULM Sewer - Consider approval of the purchase of a Ditch Witch HX50A Trailer Mounted Hydro Excavator for the Public Works Utility Line Maintenance Sewer Division from Charles Machine Works (Ditch Witch), through Sourcewell Cooperative

- Contract #110421-CMW, in the amount of \$129,949.66; and authorization for the Mayor to execute on behalf of the Town.
7. VERF Vehicle Purchase - Trailer Mounted Hydro Excavator - ULM Water - Consider approval of the purchase of a Ditch Witch HX50A Trailer Mounted Hydro Excavator for the Public Works Utility Line Maintenance Water Division from Charles Machine Works (Ditch Witch), through Sourcewell Cooperative Contract #110421-CMW, in the amount of \$129,949.66; and authorization for the Mayor to execute on behalf of the Town.
 8. SIMA Valentine's Fundraiser - Consider approval for the consumption of alcohol at the Flower Mound Senior Center during SIM Auxiliary's Valentine's fundraiser.
 9. PSA Road Pavement Analysis Services - Consider approval of a Professional Services Agreement with Roadway Asset Services LLC., to provide Town-wide Pavement Management Analysis and Asset Management Inventory, in the amount of \$185,092.00; and authorization for the Mayor to execute same on behalf of the Town.
 10. Emergency Medical Supply Contract - Consider approval of the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC and , through the City of Midlothian Bid#2025-28 (TOFM Contract# 2026-39-I) in the amount of \$120,000.00 annually and authorization for the Mayor to approve same on behalf of the Town.
 11. TIRZ #1 2025 Annual Report - Consider approval of the 2025 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1).
 12. Debris Management Contract - Consider approval of a contractual agreement with CERES Environmental and Aftermath Disaster Recovery to provide Disaster Debris Removal, Reduction, Disposal, and other debris-related services As Needed; and authorization for the Mayor to execute same on behalf of the Town.

J. REGULAR ITEM(S)

1. ZPD25-0007 - Charco Storage - Public Hearing to consider an ordinance amending the zoning (ZPD25-0007 – Charco Storage) from Planned Development District-120 (PD-120) with Single-Family District 5 (SF-5) and Retail District-2 (R-2) uses to PD-120 with SF-5 and Commercial District-1 (C-1) uses to modify the conceptual plans, elevations, and development standards for the non-residential portion, with certain modifications, exceptions and waivers to the Code of Ordinances. The property is generally located at the northwest corner of Flower Mound Road and Old Orchard Lane. (PZ recommended denial by a vote of 6 to 0 at its December 8, 2025, meeting.) (Town Council tabled this item to February 2, 2026, by a vote of 4 to 0 at its January 20, 2026, meeting.)

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

General, detailed and site photos; land use and zoning; concept site plan; conceptual landscape plan; conceptual elevations; 2012 approved concept site plan; 2018 approved concept site plan; 2022 approved concept site plan; summary of current concept site plan changes; and modifications.

Applicant O'Neal Gray, President, SFRC Holdings, gave a presentation identifying or noting:

Property location; team members; building renderings; modifications from Planning and Zoning presentation; proposal; community outreach and engagement; permitted uses; construction timeline; site plan; key differences of current proposal vs. prior approval; site plan comparison; landscape plan and summary; business traffic; renderings; line of site, building materials and design quality; market demand; community benefits; and contact information.

Town Council, the applicant and staff discussed how the Town measures building height; number of HVAC units; previous set-back; building height measurement; screening and landscaping; masonry wall; sign standards; current businesses approved by right; and amending hours of operation.

Mayor Moore opened the public hearing.

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

	SUPPORT	OPPOSITION
1.	Gary Noll	Rob Paul
2.	Paulette Noll* - donated time to Gary Noll	Oran Waldron
3.	John Douglas* - donated time to Gary Noll	Paula Soulen
4.	LaNita Adams Richard	Angel Waldron
5.	Eric Sardina	Marty Watkins
6.	Greg Kookan	Arthur Stafford
7.	Adam Stehsel	Sandy Bell
8.	Kelly Moeller	Laura Landry
9.	Doris Ventolini	Gil Landry
10.	James Rich	Dennis McKaige

11.	Pamela Lucia, Dallas, Texas	Cathy McKaige
12.	Kevin Stadler	Karla Russull
13.	Bob Hays	Angelica Abram
14.	Nicole Woodard	Keith Abrams
15.	Johnny Walker	Victoria Pierson*
16.	Don Baker	Beverly Little*
17.	David Woodard	Dennis Pierson*
18.	Ray Vaughn	
19.	Martin Blazek	
20.	Tammy Vaughn	
21.	Randy Erickson	
22.	Mark Kusman	
23.	Anwar Ajani* - donated time to Mark Kusman	
24.	Rajendra J Amin* - donated time to Mark Kusman	
25.	Kathleen G. Carlson* - donated time to Mark Kusman	
26.	Carol Forkenbrock* - donated time to Mark Kusman	
27.	Dayong Zhang	
28.	Mark Glover	
29.	Jim Bussey*	
30.	Susie Howell*	
31.	Tom Jackson*	
32.	Jan Uhlman*	
33.	Giridhar Mulastanam*	
34.	James Engel*	
35.	Lawrence Dowler*	
36.	David Smith*	
37.	Paula Smith*	
38.	Gaby Meister*	

39.	Karen Sardina*	
40.	Kathy Rich*	
41.	Cindy Ryan*	
42.	Scott Ryan*	
43.	Jill Cohn*	
44.	Mary Johnson*	
45.	Jan Baker*	
46.	Kuchibhotla Murthy*	
47.	Mary Joan Callanan*	

** Indicates person did not wish to speak*

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

ACTION: Ann Martin moved to approve item J.1.as prescribed without changing the grade and modifying the hours of operation to 7:00 a.m. to 9:00 p.m. only. Brian Taylor seconded the motion.

AYES: Ann Martin, Chris Drew, Brian Taylor

NAYS: Janvier Werner, Adam Schiestel

ABSTAIN: None

RESULT: 3 : 2

The motion failed due to lack of required super majority.

K. BOARDS/COMMISSIONS

ACTION: Adam Schiestel made a motion to appoint Rebecca Wilson to Place 1 on the Cultural Arts Commission. Ann Martin seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

ACTION: Adam Schiestel made a motion to appoint Alison Moronta to Alternate Place 8 on the Cultural Arts Commission. Ann Martin seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

L. CLOSED MEETING

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

Mayor Moore announced that the Town Council is convening into a closed meeting at 9:36 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. Development Agreements governing private development access along Long Prairie Road between Sagebrush Drive and Chaparral Lane.

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.

M. RECONVENE

The Town Council reconvened into the open meeting at 11:05 p.m.; There was no action taken as a result of the closed meeting.

N. ADJOURN

Mayor Moore adjourned the meeting at 11:05 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: February 16, 2026
FROM: Leandro Rodriguez, CIP Manager
ITEM: **Consider Approval of Amendment No. 1 to the Fiscal Year 2025-2026 Capital Improvement Program.**

BACKGROUND: The proposed CIP amendment No. 1, for FY 2025-2026, will amend the general capital projects by \$4,140,000.00 and will amend the utility capital projects by \$465,000 for the following projects:

- FM 2499/3040 Intersection Improvements
- Lakeside Parkway Capacity Improvements
- Raven Circle Reconstruction
- Trotter Park Improvements
- Timber Creek Stabilization @ Timber Creek Road (North & South Bridges)
- Garden Ridge Waterline Phase II

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT:

General Capital Projects - \$4,140,000.00

Utility Capital Projects - \$465,000.00

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification List

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

Project Modification Listing

Attachment 1

FY 2025-2026 - CIP Amendment I

General Capital Projects

Streets	Description	Fund	FY 25-26	5 Yr CIP
FM 2499/3040 Intersection Improvements	Additional funding is required due to anticipated cost being higher than expected. The total increase to the project budget is \$1,000,000 increasing the project budget from \$3,000,000 to \$4,000,000. However, the Town will be utilizing \$3,500,000 in funding received through an interlocal agreement with Denton County for this project. As a result, portions of the previously allocated Town road impact fees, general capital projects, streets debt funds for this project will be allocated back to each of these respective funds to be used on separate capital projects. The total revised contribution for the project by the Town is \$500,000 which is a decrease in the original Town contribution amount by \$2,500,000.	506	\$ 1,000,000	\$ 1,000,000
Lakeside Parkway Capacity Improvements	Additional funding is required due to anticipated cost being higher than expected. The total increase to the project budget is \$1,890,000 increasing the project budget from \$11,110,000 to \$13,000,000. However, the Town will be utilizing an additional \$5,218,000 in funding received through an interlocal agreement with Denton County for this project. This is addition to the previous \$4,270,000 Denton County has agreed to contribute. As a result of this, The Town will allocate a portion of the road impact fees for this project back to the impact fee fund to be used on separate capital projects. The Town's portion of the project will be funded by \$1,030,000 from project savings from the Denton Creek Blvd Bridge Project, general capital projects, and road impact fees. The total revised contribution for the project by the Town is \$3,512,000. Which is a decrease in the original Town contribution amount by \$3,328,000	506	\$ 1,890,000	\$ 1,890,000

Street Reconstruction

Raven Circle Reconstruction	This project was previously listed for a future year on the Town's CIP. The Town is requesting this funding for FY 25-26 due to failing pavement and ponding water issues. Funding will come from street maintenance sales tax.	316	\$ 500,000	\$ 500,000
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Parks

Trotter Park Improvements	Increasing the project budget by \$750,000 to incorporate grant funding for a grant the Town received from the TX Parks and Wildlife Department.	350	\$750,000	\$750,000
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Total General Capital Projects

\$ 4,140,000 \$ 4,140,000

Utility Capital Projects

Stormwater	Description	Fund	FY 25-26	5 Yr CIP
Timber Creek Stabilization @ Timber Creek Road (North & South Bridges)	Deficiencies are required to be addressed and completed by the end of 2026 to comply with TXDOT Bridge inspection report. Additional funding will come from project savings associated with the Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive (\$175,000) and Bakers Branch Stabilization at Wastewater Treatment Plant (\$65,000) projects.	610	\$240,000	\$240,000
Water	Description	Fund	FY 25-26	5 Yr CIP
Garden Ridge Waterline Phase II	Additional funding is required to improve and remedy identified deficiencies. Additional funding will come from project savings available in utility capital projects (\$100,000) and utility debt (\$125,000) funds.	610 & 630	\$225,000	\$225,000

Total Utility Capital Projects Impact

\$465,000 \$465,000



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

DATE: February 16, 2026
FROM: Christina Torre, TIRZ Analyst
ITEM: **Consider approval of the Interlocal Cooperation Agreement with Denton County for the construction of a portion of Denton Creek Boulevard, and authorize the Mayor to execute the same on behalf of the Town; in the amount of \$1,700,000.**

BACKGROUND: The Town and County mutually desire to enter into this agreement to provide for the timely completion of Denton Creek Boulevard Phase 1 and to facilitate safe travel on an improved roadway.

The proposed Interlocal Cooperation Agreement (ICA) between Denton County and the Town of Flower Mound includes \$1,700,000 of Denton County funding for the purpose of providing engineering, right-of-way acquisition, utility relocations, inspections, and construction of Denton Creek Boulevard Phase 1 as a new four-lane divided roadway with bike lanes between Denton Creek Boulevard Bridge and approximately 1,000 feet west of Denton Creek Boulevard Bridge.

This funding will be used towards the Canyon Falls Village 3 development agreement obligation for Denton Creek Boulevard.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$(1,700,000)

Proposed Expenditure/(Revenue)
\$(1,700,000)

Account Number(s):
506-4793

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

ATTACHMENTS:

1. ICA_Flower Mound_Denton Creek Boulevard

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

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE TOWN OF FLOWER MOUND, TEXAS**

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas (“the County”), a duly organized political subdivision of the State of Texas; and the Town of Flower Mound, Texas (“the Town”), a duly organized political subdivision of the State of Texas. The County and the Town are collectively referred to herein as “the Parties.”

WHEREAS, the County and the Town mutually desire to enter into this Agreement to provide engineering, right-of-way acquisition, utility relocations, inspections, and construction of Denton Creek Boulevard Phase 1 as a new four-lane divided roadway with bike lanes between Denton Creek Boulevard Bridge and approximately 1,000 feet west of Denton Creek Boulevard Bridge, located entirely in the municipal limits of the Town and Denton County Commissioner Precinct #4, hereinafter “the Project”; and

WHEREAS, the estimated cost of completion for the Project is ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), with the County agreeing to contribute an amount which shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), based on current available funding, toward satisfactory completion of the Project, and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway;

NOW, THEREFORE, this Agreement is hereby made and entered into by and between the County and the Town upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually, and in accordance with Section 791.011(d)(3) of the Act, each Party is paying for the performance of governmental functions and services from current revenues available to the paying party.

II.

The County and the Town hereby agree that the scope of the Project shall be to provide engineering, right-of-way acquisition, utility relocations, inspections, and construction of Denton Creek Boulevard Phase 1 as a new four-lane divided roadway with bike lanes between Denton Creek Boulevard Bridge and approximately 1,000 feet west of Denton Creek Boulevard Bridge, at an estimated cost of ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), with the County agreeing to contribute an amount which shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), based on current available funding, toward satisfactory completion of the Project. The Project is located entirely within the municipal limits of the Town and Denton County Commissioner Precinct #4.

III.

The County hereby agrees to contribute an amount which shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The Town agrees to provide all engineering, right-of-way acquisition, utility relocations, inspections, construction, and maintenance of the Project. The Town shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00).

V.

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the Town proceeds with the completion of the Project, the Town shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The Town shall submit invoices on a monthly basis, and the County shall reimburse the Town on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the Town, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the Town.

VIII.

This agreement may be terminated in whole, or in part, by the County or the Town upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Town: Honorable Cheryl Moore, Mayor
 Town of Flower Mound, Texas
 2121 Cross Timbers Road Flower
 Mound, Texas 75028

Copy To: Traci Henderson, Town Secretary
 Town of Flower Mound, Texas
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

For County: Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.gov
holly.sadlowski@dentoncounty.gov

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall be in Denton County, Texas.

XI.

The Town agrees and understands that the Town, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The Town agrees to accept full responsibility for the acts, negligence and omissions of all Town employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the Town.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

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

XV.

The undersigned officers and agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2025.

DENTON COUNTY, TEXAS

1 Courthouse Drive, Suite 3100
Denton, Texas 76209

TOWN OF FLOWER MOUND, TEXAS

2121 Cross Timbers Road
Flower Mound, Texas 75028

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
of the Denton County Commissioners Court

By: _____
Honorable Cheryl Moore
Mayor of the Town of Flower Mound, Texas
Acting by and on behalf of the authority
of the Town of Flower Mound, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall be to provide engineering, right-of-way acquisition, utility relocations, inspections, and construction of Denton Creek Boulevard Phase 1 as a new four-lane divided roadway with bike lanes between Denton Creek Boulevard Bridge and approximately 1,000 feet west of Denton Creek Boulevard Bridge, at an estimated cost of completion of ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00). The Project shall be located entirely within the municipal limits of the Town of Flower Mound and Denton County Commissioner Precinct #4.

The County hereby agrees to contribute an amount which shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Flower Mound, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

EXHIBIT A: PROJECT EXHIBIT





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

DATE: February 16, 2026
FROM: Leandro Rodriguez, CIP Manager
ITEM: **Consider approval of a Development Agreement with PH Land Holdings, LLC and Drees Custom Homes, LP for the construction of certain Master Planned Town Roadway and Utility improvements associated with the Canyon Falls Village 3 development, in the amount of \$5,024,490.**

BACKGROUND: The purpose of this item is to approve a TIRZ reimbursement agreement (“DA”) with PH Land Holdings, LLC and Drees Custom Homes, LP for the reimbursement of certain qualified capital projects (“Qualified Projects”) that will be constructed with the development of the Canyon Falls Village 3 residential project.

TIRZ #2 was initially created by Ordinance 47-23 on [November 6, 2023](#), and the final project and financing plan for the Zone was created by Ordinance 11-24 on [March 18, 2024](#). This proposed DA establishes the legal mechanism for reimbursement for projects within the TIRZ and follows the Town’s standard reimbursement agreement.

PH Land Holdings, LLC and Drees Custom Homes, LP are proposing to develop a residential development commonly known as Canyon Falls Village 3, which includes 66 single-family homes to be built on 27 acres.

As part of the project, the developer will be constructing the following:

- 4 lanes of Denton Creek Blvd, beginning where Denton Creek Blvd. Bridge currently ends
- 4 lanes of new Mulkey Road, that will eventually connect Denton Creek Blvd. with Cleveland Gibbs Road
- Water and re-use lines that parallel Denton Creek Blvd and Mulkey Road

The total estimated cost is \$5,024,490. All listed projects are eligible to receive impact fee credits totaling \$1,301,315. The Town will reimburse the developer for final project costs less impact fee credits. The estimated cost to the Town is \$3,723,175.

After the Town reimburses the developer, the Town will then become eligible to receive reimbursement from the TIRZ. The Town also has an ICA with Denton County, which will provide reimbursement of costs for Denton Creek Blvd. up to \$1,700,000.

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

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

BOARD REVIEW/CITIZEN FEEDBACK: This development agreement has been submitted to the TIRZ #2 board at their meeting on February 16, 2026 for approval.

ALTERNATIVES:

FISCAL IMPACT:

\$5,024,490

Proposed Expenditure/(Revenue)

\$1,301,315

\$3,723,175

\$5,024,490

Impact fee credits

Interlocal capital projects, Streets CO's, Utility
CO's

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

ATTACHMENTS:

1. Canyon Falls DA 2.16.26

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

TIRZ AND DEVELOPMENT AGREEMENT FOR
CANYON FALLS VILLAGE 3

THIS TIRZ AND DEVELOPMENT AGREEMENT FOR CANYON FALLS VILLAGE 3 ("Agreement") is made and entered into this 16th day of February, 2026 (the "**Effective Date**"), by and between the Town of Flower Mound, Texas (the "**Town**"), the Board of Directors of Reinvestment Zone Number Two, Town of Flower Mound, Texas (the "**Board**") PH Land Holdings, LLC, a Texas limited liability company, and Drees Custom Homes, LP., a Texas limited partnership (PH Land Holdings, LLC and Drees Custom Homes, LP. collectively referred to herein as "**Developer**"). The Town, the Board, and Developer are each referred to herein as a "**Party**," and collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Developer proposes to develop roughly sixty-six (66) single-family dwelling units and related infrastructure improvements (the "**Project**") on property encompassing approximately 26.937 acres in Flower Mound, Texas, generally located west of proposed Mulkey Road and south of proposed Denton Creek Boulevard, as more particularly shown and described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, the Town Council approved a Planned Development District for the Project, attached hereto as **Exhibit E** and incorporated herein (PD-98) on November 12, 2012; and

WHEREAS, Developer has agreed to dedicate 2.817 acres of land to the Town for right-of-way shown on the Town's Capital Improvements Plan, as described in more detail herein; and

WHEREAS, the Town and Developer wish to address various development issues related to the Project, including without limitation, right-of-way dedication, and Developer's completion of and/or funding of certain capital improvements described herein and/or Impact Fee Credits, as defined herein, and reimbursement related thereto, all as more specifically described herein; and

WHEREAS, the Town and Developer acknowledge and agree that the Town's participation in the cost of improvements and awarding of Impact Credit Fees as detailed herein shall not exceed thirty percent (30%) of the total cost for construction of all improvements in or related to the development of the Project pursuant to **Exhibit C**; and

WHEREAS, the Reinvestment Zone Number Two, Town of Flower Mound, Texas (the "**TIRZ**") was created pursuant to Ordinance No. 47-23, adopted by the Town Council of the Town ("**Town Council**") on November 6, 2023, pursuant to Chapter 311 of the Texas Tax Code; and

WHEREAS, on March 18, 2024, pursuant to Ordinance No. 11-24, the Town Council approved the Reinvestment Zone Number Two, Town of Flower Mound, Texas, Final Project and Finance Plan; and

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

WHEREAS, the Property is located within the TIRZ on a portion of the Remainder Property as defined in the Amended Plan; and

WHEREAS, the Public Improvements (as hereinafter defined) are comprised of street and water improvements and qualify as a "Tier One Project" under the Amended Plan; and

WHEREAS, the Town, the Board, and Developer acknowledge that the foregoing issues should be addressed in this Agreement; and

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

1. Project Subject to Town Ordinances. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town rules, charter provisions, ordinances, orders, building codes and other regulations (the "Regulations") related to the Project (subject to state law), and shall be subject to said Regulations, existing as of the Effective Date hereof or may hereafter be amended and/or approved by the Town, subject to the terms of this Agreement. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable Regulations of the Town.

2. Denton Creek Boulevard and Mulkey Road.

A. In consideration for the Impact Fee Credits, the Road Improvements Reimbursement Payment, and the Water Improvements Reimbursement Payment as defined and provided for herein, Developer agrees to construct or cause the construction of certain improvements for and along a portion of Denton Creek Boulevard and a portion of Mulkey Road in the general locations shown on **Exhibit D**, attached hereto and incorporated herein for all purposes, which consist of: (i) the excavation, subgrade, storm sewer, street lights and concrete installation for approximately 1,205 linear feet of the four northern/southern through lanes of Denton Creek Boulevard (the "Denton Creek Boulevard Improvements"); (ii) the excavation, subgrade, storm sewer, street lights and concrete installation for approximately 2,065 linear feet of the four eastern/western through lanes of Mulkey Road (the "Mulkey Road Improvements"); (iii) 12-inch water and 8-inch "reuse" waterline improvements on Denton Creek Boulevard (the "Denton Creek

Water Improvements"); (iv) 12-inch water and 8-inch "reuse" waterline improvements along Mulkey Road (the "Mulkey Water Improvements," and together with the Denton Creek Water Improvements, the "Water Improvements"); and together with items (i)–(ii) herein, the "Public Improvements"). Other than the Public Improvements, Developer shall not be required to construct or fund any off-site roadway, water, wastewater, or drainage facilities or improvements for development of the Property.

B. Prior to commencing construction of the Public Improvements (or portion thereof), Developer shall submit construction plans for the Public Improvements (or portion thereof) to the Town for review and approval. Upon approval of such plans, the Town will issue Developer a notice to proceed. Upon completion of the Public Improvements (or portion thereof), the Town will accept the applicable Public Improvements (which acceptance will not be unreasonably withheld, conditioned, or delayed) and from and after such acceptance, the Town will own such Public Improvements and be responsible for all maintenance and operation related thereto. Developer shall cause its contractor to secure a maintenance bond in a form acceptable to the Town for a period of two (2) years from the date of the Town's acceptance of the Public Improvements, as applicable.

C. Developer agrees to dedicate to the Town 2.817 acres of land along Denton Creek Boulevard and Mulkey Road in the locations generally labeled as "ROW Dedication" on **Exhibit B**. The ROW Dedication shall be provided to the Town via plat or separate instrument prior to the Town's acceptance of the Public Improvements.

D. The Town has agreed to and hereby waives any and all Town inspection fees in connection with the Public Improvements and no inspection fees will be due to the Town for the Public Improvements or any portion thereof.

E. For the avoidance of doubt, the Town agrees that the completion of the Public Improvements (or any portion thereof) shall not be a condition to any plat approval for the Property (or portion thereof) or approval of plans related to such plat approval. Further, the Town agrees that completion of the Mulkey Road or Denton Creek Boulevard Portion of the Public Improvements (or any portion thereof) shall not be a requirement or condition of any approval required for Developer to develop the Property (including without limitation that it shall not be a condition to approval of construction plans, building permits, certificates of occupancy, acceptance of on-site public improvements, or any other approval required for Developer to begin construction on the Property and complete the Project (or portion thereof)).

F. All landscaping, including installation and maintenance of same, in the public right-of-way of Canyon Falls shall be the responsibility of Developer. Specifically, and without limitation, Developer shall be responsible for all landscaping within the public right-of-way of Denton Creek Road and Mulkey Road. Developer shall be responsible for all irrigation costs associated with landscaping in the public right-of-way. Developer may cause the Canyon Falls homeowner's association or business owners' association to assume the maintenance obligations on this Section in perpetuity.

3. Impact Fee Credit.

A. The Town hereby confirms and represents that the Public Improvements are capital improvements on the Capital Improvements Plan duly adopted by the Town under Chapter 395, Texas Local Government Code, and, therefore, Developer is entitled to receive Impact Fee Credits against impact fees that would otherwise be due from the development for the actual cost of the Public Improvements, including construction costs (including but not limited to all costs for labor, supplies and materials); costs for any easements; inspection fees; maintenance bonds; material testing costs; staking costs; all soft costs, including but not limited to all engineering and design costs; and all other costs as shown on **Exhibit C** (the "Public Improvement Costs"). Developer shall be entitled to and will receive roadway impact fee credits for the Road Improvements in the amount of \$1,054,409.40 (which represents roughly \$15,975.90 per lot in credits); and water impact fee credits for the Water Improvements in the amount of \$246,906.00 (which represents roughly \$3,741.00 per lot in credits) for a total of \$1,301,315.40 in impact fee credits pursuant to Chapter 42 Article II of the Flower Mound Code of Ordinances ("Impact Fee Credits") as shown on **Exhibit C**.

B. The Impact Fee Credits shall be (A) subject to Section 13 herein, fully assignable and transferable by Developer to builders or purchasers of all or any portion of the Property; and (B) carried forward for at least ten (10) years after issuance of the first building permit on the Property until the Impact Fee Credits are exhausted.

4. Payment for Public Improvement Costs.

A. Developer shall receive a reimbursement of the total Public Improvement Costs for the Road Improvements (as detailed on **Exhibit C**) in excess of \$1,054,409.40, which amount is estimated to be approximately \$3,109,641.60, upon completion of the Road Improvements and acceptance of the Road Improvements by the Town (the "Road Improvements Reimbursement Payment") in accordance with **Exhibit C**, but under no circumstances shall the Town be required to pay more than \$3,109,641.60 (the "Road Improvements Reimbursement Cap") for the Road Improvements, which when added together with the Water Improvements Reimbursement Cap (defined below) is less than thirty-percent (30%) of the estimated total cost of all infrastructure improvements required by the Project. The Town shall provide the Road Improvements Reimbursement Payment to Developer within thirty (30) calendar days of the Town's acceptance of the Road Improvements and Developer's submittal of a request for reimbursement packet, which shall include all final contractor pay applications and affidavits of bills paid. Developer may provide such a reimbursement packet for both the Road Improvements and the Water Improvements together or may provide such reimbursement packets separately, in its discretion. The amount of the Road Improvements Reimbursement Payment may not exceed the amount substantiated by all final contractor pay applications and affidavits of bills paid.

B. Developer shall receive a reimbursement of the total Public Improvement Costs for the Water Improvements (as detailed on **Exhibit C**) in excess of \$246,906.00, which amount is estimated to be approximately \$613,533.00, upon completion of the Water Improvements and acceptance of the Water Improvements by the Town (the "Water Improvements Reimbursement Payment") in accordance with **Exhibit C**, but under no circumstances shall the Town be required to pay more than \$613,533.00 (the "Water Improvements Reimbursement Cap") for the Water Improvements, which when added together with the Road Improvements Reimbursement Cap is less than thirty-percent (30%) of the estimated total cost of all infrastructure improvements required by the Project. The Town shall provide the Water Improvements Reimbursement Payment to Developer within thirty (30) calendar days of the Town's acceptance of the Water Improvements and Developer's submittal of a request for reimbursement packet, which shall include all final contractor pay applications and affidavits of bills paid. Developer may provide such a reimbursement packet for both the Road Improvements and the Water Improvements together or may provide such reimbursement packets separately, in its discretion. The amount of the Water Improvements Reimbursement Payment may not exceed the amount substantiated by all final contractor pay applications and affidavits of bills paid.

C. The Town agrees that so long as the combined total of the Road Improvements Reimbursement Payment and the Water Improvements Reimbursement Payment does not exceed thirty-percent (30%) of the total cost of all infrastructure improvements for the Project, the construction of the Road Improvements and the Water Improvements will not be subject to competitive bidding requirements under applicable law.

D. The Board agrees to reimburse the Town for the Road Improvements Reimbursement Payment and the Water Improvements Reimbursement Payment from TIRZ Revenues (as defined in the Amended Plan) lawfully available in accordance with the Amended Plan.

5. INDEMNIFICATION

A. DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, THE BOARD, AND THEIR OFFICERS AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS AGREEMENT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR, NOR SHALL ITS

INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 5 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE TOWN, THE BOARD, OR THEIR OFFICERS AND EMPLOYEES, THAT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the Town and the Board under state law. This provision is solely for the benefit of Developer, the Town, and the Board and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

B. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The Town and the Board (including its past, present and future officers, elected officials, directors, employees and agents of the Town and the Board) do not assume any responsibility to any third party in connection with Developer's construction of the Project.

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

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

8. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested; via hand-delivery service that provides a return receipt showing the date of actual delivery of the same to the addressee, or a courier service that provides a return receipt showing the date of actual delivery of the same to the addressee. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee set forth below, or to such other address as either Party hereto shall notify the other:

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

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

If to Developer: PH Land Holdings, LLC
 3200 Southwest Freeway, Suite 2800

Houston, Texas 77027
Attn: Michael C. Brisch, Chief Legal and Administrative
Officer
michael.brisch@Perryhomes.com
with cc to: RELegal@Perryhomes.com

with a copy to: PH Land Holdings, LLC
3200 Southwest Freeway, Suite 2800
Houston, Texas 77027
Attn: Billy Shirley
billy.shirley@Perryhomes.com

If to Developer: Dress Custom Homes, L.P.
6225 N. State Highway 161, Suite 150
Irving, Texas 75038
Attn: David Harbin
dharbin@dreeshomes.com

with a copy to each: Dress Custom Homes, L.P.
6225 N. State Highway 161, Suite 150
Irving, Texas 75038
Attn: Erik Norgello
enorgello@dreeshomes.com

and Dress Custom Homes, L.P.
6225 N. State Highway 161, Suite 150
Irving, Texas 75038
Attn: Kyle Kick
kkick@dreeshomes.com

and The Dress Company, L.P.
211 Grandview Drive, Suite 300
Fort Mitchell, Kentucky 41017
Attn: Ben Taylor
btaylor@dreeshomes.com

and Bush, Rudnicki & Shelton
200 N. Mesquite Street, Suite 200
Arlington, Texas 76011
jrobinson@brstexas.com

If to the Board: _____

with a copy to: _____

9. **Attorneys' Fees.** In the event either Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement.

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

11. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

12. **Filing in Denton County Real Property Records; Covenant Running with the Land.** This Agreement or a memorandum thereof shall be filed in the DCRPR. Upon any sale or other transfer of any ownership rights in the Property, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the DCRPR. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exceptions of (i) the purchaser of a lot for which a record plat has been approved and recorded in the DCRPR and on which a residence has been constructed, and (ii) common areas owned by the HOA or other property owners' association, as applicable (each a "Fully Improved Lot"). Within ten (10) days of the Town accepting the Public Improvements, a document shall be filed in the DCRPR recording the Town's acceptance of ownership of the Public Improvements.

13. **Binding Obligation; Assignment.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Developer may assign this Agreement, in whole or in part, and all or part of Developer's right, title, and interest under this Agreement (i) to any affiliate of Developer and/or (ii) the HOA without the prior consent of the Town, but upon written notice to the Town. Developer may assign this Agreement, in whole or in part, and all or part of Developer's right, title, and interest under this Agreement to any person or entity that is or will become an owner of any portion of

the Property upon receipt of the Town's prior written consent which shall not be unreasonably withheld, conditioned or delayed. The Town shall not be bound by any assignment of this Agreement unless and until the Town has received a fully signed copy of the assignment. Following an assignment of the Agreement done in accordance with this Section 13, such assignee shall be considered a "Party" for the purposes of this Agreement. The Town shall not assign this Agreement. Developer will file an assignment of this Agreement in the in the DCRPR. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot.

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

15. Default. No Party shall be in default of provisions under this Agreement until notice of the alleged failure of such Party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than thirty (30) calendar days after written notice of the alleged failure has been given).

16. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions mandated by the Town pursuant to this Agreement and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order to ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions under this Agreement, subject to the Town fulfilling its commitments under this Agreement, are roughly proportionate to the impact of the Project. In addition, Developer knows of no development exaction associated with the obligations under this Agreement that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of (1) the Texas Constitution, (2) §212.904 and Chapter 395 of the Texas Local Government Code; and/or (3) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

17. Reservation of Rights. Except for the matters expressly agreed to by the Parties in this Agreement, neither Party waives any right under the Town's Code of Ordinances or any state or federal law.

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

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

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

21. Texas Government Code Verifications. Contractor verifies and certifies that it does not and during the duration of this Agreement will not:

- (i) do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- (ii) boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- (iii) discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- (iv) operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- (v) boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

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

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

- Exhibit A** Legal Description of the Property
- Exhibit B** ROW Dedication
- Exhibit C** Public Improvements Costs & Impact Fees
- Exhibit D** Depiction of the approximate location of the Public Improvements
- Exhibit E** Planned Development District No. 98 for the Project (PD-98) as approved on November 12, 2012
- Exhibit F** Reinvestment Zone Number Two, Town of Flower Mound, Texas, Amended and Restated Final Project and Finance Plan

[Signatures appear on the following pages.]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
Name: Cheryl Moore
Mayor, Town of Flower Mound

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

Notary Public, State of Texas

DEVELOPER:

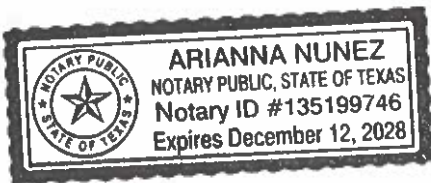
PH Land Holdings, LLC
a Texas limited liability company

By: Michael C. Brisch
Michael C. Brisch,
Chief Legal and Administrative Officer

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this the 27 day of August, 2025 by Michael C. Brisch, Chief Legal and Administrative Officer, of PH Land Holdings, LLC, a Texas limited liability company, on behalf of said limited liability company.

Arianna Nunez
Notary Public, State of Texas



DREES CUSTOM HOMES, L.P.,
a Texas limited partnership

By: Drees Builders, Inc.,
its general partner

By: David Harbin
Name: David Harbin
Title: President, Texas Region

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 29, day of August 2025 by David Harbin, President/Texas Region of Drees Builders, Inc., the general partner of Drees Custom Homes, L.P., a Texas limited partnership, on behalf of said limited partnership.

[SEAL]



Laurie Covert Bradford
Notary Public in and for the State of
Texas
Laurie Covert Bradford
Printed Name of Notary

My Commission Expires: 9/19/26

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

By: _____
Name: _____

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

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

Notary Public, State of Texas

EXHIBIT A

Legal Description of the Property

(see attached)

EXHIBIT A

LEGAL DESCRIPTION
26.937 ACRES

BEING a tract of land situated in the W. LOVE SURVEY, ABSTRACT NO. 728, the M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 913, and the F. THORNTON SURVEY, ABSTRACT NO. 1244, Town of Flower Mound, Denton County, Texas and being all of that tract of land described as Tract 1 in Deed to PH Land Holdings, LLC, as recorded in Document No. 2024-70537, Deed Records, Denton County, Texas and being part of that tract of land described in Deed to Avalon 130, LLC, as recorded in Document No. 2023-116526, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common southeast corner of that tract of land described in Deed to Blue Star Investments, Inc., as recorded in Document No. 2014-132053, Deed Records, Denton County, Texas and southwest corner of that tract of land described in Deed to Ronald Lee Mccutchin, as recorded in Volume 527, Page 68, Deed Records, Denton County, Texas and an exterior ell corner of said Tract 1;

THENCE South 00 degrees 26 minutes 34 seconds East, with the east line of said Tract 1, a distance of 50.58 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 88 degrees 26 minutes 35 seconds East, continuing with said east line, a distance of 147.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the northwest corner of CANYON FALLS VILLAGE 4B, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Document No. 2023-256, Plat Records, Denton County, Texas;

THENCE South 14 degrees 57 minutes 30 seconds West, a distance of 1,107.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the southwest corner of said Addition;

THENCE South 89 degrees 41 minutes 05 seconds West, a distance of 1,015.60 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the southwest corner of said Tract 1;

THENCE Northerly, with the west line of said Tract 1, the following twelve (12) courses and distances:

North 00 degrees 00 minutes 00 seconds East, a distance of 175.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 10 degrees 00 minutes 00 seconds East, a distance of 45.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 72 degrees 00 minutes 00 seconds East, a distance of 35.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 00 degrees 00 minutes 00 seconds East, a distance of 10.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 50 degrees 00 minutes 00 seconds West, a distance of 60.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 38 degrees 00 minutes 00 seconds East, a distance of 60.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 25 degrees 00 minutes 00 seconds West, a distance of 75.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 36 degrees 00 minutes 00 seconds West, a distance of 108.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 64 degrees 00 minutes 00 seconds West, a distance of 85.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 17 degrees 00 minutes 00 seconds East, a distance of 65.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 13 degrees 00 minutes 00 seconds West, a distance of 80.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 40 degrees 00 minutes 00 seconds West, a distance of 64.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a non-tangent curve to the right having a central angle of 46 degrees 15 minutes 16 seconds, a radius of 1,550.00 feet and a chord bearing and distance of South 69 degrees 31 minutes 30 seconds West, 1,217.60 feet;

THENCE Southwesterly, with said non-tangent curve to the right, an arc distance of 1,251.30 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 43 degrees 25 minutes 00 seconds West, a distance of 7.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 10 minutes 58 seconds, a radius of 1,545.00 feet and a chord bearing and distance of North 87 degrees 03 minutes 49 seconds West, 4.93 feet;

THENCE Westerly, with said non-tangent curve to the right, an arc distance of 4.93 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 03 degrees 01 minutes 41 seconds East, a distance of 45.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a non-tangent curve to the left having a central angle of 54 degrees 55 minutes 42 seconds, a radius of 1,500.00 feet and a chord bearing and distance of North 65 degrees 33 minutes 50 seconds East, 1,383.58 feet;

THENCE Northeasterly, with said non-tangent curve to the left, an arc distance of 1,438.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 55 degrees 22 minutes 00 seconds East, a distance of 480.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 34 degrees 38 minutes 00 seconds East, a distance of 447.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 10 degrees 48 minutes 00 seconds East, a distance of 190.34 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the northwest corner of said Tract 1 at the beginning of a non-tangent curve to the left having a central angle of 07 degrees 51 minutes 22 seconds, a radius of 1,000.00 feet and a chord bearing and distance of South 82 degrees 46 minutes 30 seconds East, 137.01 feet;

THENCE Easterly, with the north line of said Tract 1 and said curve to the left, an arc distance of 137.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE South 88 degrees 27 minutes 20 seconds East, continuing with said north line, a distance of 365.90 feet to the **POINT OF BEGINNING** and containing 26.937 acres of land, more or less.

EXHIBIT B

ROW Dedication

(see attached)

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**RIGHT-OF-WAY DEDICATION
4.578 ACRES**

BEING a tract of land situated in the FRANCIS W. THORNTON SURVEY, ABSTRACT NO. 1244, Town of Flower Mound, Denton County, Texas and being part of that tract of land described in Deed to Blue Star Investments, Inc., as recorded in Document No. 2014-132053, Deed Records, Denton County, Texas and being part of that tract of land described in Deed to Avalon 130, LLC, as recorded in Document No. 2023-116526, Deed Records, Denton County, Texas and being part of that tract of land described as Tract 3 in Deed to PH Land Holdings, LLC, as recorded in Document No. 2024-70537, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common northwest corner of that tract of land described in Deed to Avalon 130, LLC, as recorded in Document No. 2023-116526, Deed Records, Denton County, Texas and an exterior ell corner of that tract of land described as Tract 1 in Deed to PH Land Holdings, LLC, as recorded in Document No. 2024-70537, Deed Records, Denton County, Texas;

THENCE North 88 degrees 27 minutes 20 seconds West, a distance of 365.90 feet to a point for corner at the beginning of a curve to the right having a central angle of 07 degrees 51 minutes 22 seconds, a radius of 1,000.00 feet and a chord bearing and distance of North 82 degrees 46 minutes 30 seconds West, 137.01 feet;

THENCE Westerly, with said curve to the right, an arc distance of 137.12 feet to a point for corner;

THENCE South 10 degrees 48 minutes 00 seconds West, a distance of 49.89 feet to a 1/2 inch iron rod with an orange plastic cap stamped "MCADAMS BOUNDARY MARKER" found for corner at the beginning of a non-tangent curve to the right having a central angle of 19 degrees 33 minutes 10 seconds, a radius of 1,050.00 feet and a chord bearing and distance of North 69 degrees 05 minutes 48 seconds West, 356.59 feet;

THENCE Northwesterly, with said curve to the right, an arc distance of 358.32 feet to a point for corner, from which point a 1/2 inch iron rod with an orange plastic cap stamped "MCADAMS BOUNDARY MARKER" found bears North 58 degrees 46 minutes 02 seconds West, 25.15 feet;

THENCE South 78 degrees 02 minutes 55 seconds West, a distance of 36.44 feet to a point for corner;

THENCE South 34 degrees 38 minutes 00 seconds West, a distance of 373.99 feet to a point for corner at the beginning of a curve to the right having a central angle of 03 degrees 21 minutes 16 seconds, a radius of 1,550.00 feet and a chord bearing and distance of South 36 degrees 18 minutes 38 seconds West, 90.73 feet;

THENCE Southwesterly, with said curve to the right, an arc distance of 90.75 feet to a point for corner;

THENCE North 55 degrees 22 minutes 00 seconds West, a distance of 50.09 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 54 degrees 55 minutes 42 seconds, a radius of 1,500.00 feet and a chord bearing and distance of South 65 degrees 33 minutes 50 seconds West, 1,383.58 feet;

THENCE Southwesterly, with said curve to the right, an arc distance of 1,438.02 feet to a point for corner;

THENCE North 03 degrees 01 minutes 41 seconds East, a distance of 50.00 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 58 degrees 23 minutes 40 seconds, a radius of 1,450.00 feet and a chord bearing and distance of North 63 degrees 49 minutes 51 seconds East, 1,414.67 feet;

THENCE Northeasterly, with said curve to the left, an arc distance of 1,477.81 feet to a point for corner;

THENCE North 34 degrees 37 minutes 59 seconds East, a distance of 362.19 feet to a point for corner;

THENCE North 08 degrees 32 minutes 48 seconds West, a distance of 36.46 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 27 minutes 58 seconds, a radius of 1,062.00 feet and a chord bearing and distance of North 50 degrees 49 minutes 09 seconds West, 8.64 feet;

THENCE Northwesterly, with said curve to the right, an arc distance of 8.64 feet to a point for corner;

THENCE North 39 degrees 24 minutes 50 seconds East, a distance of 112.02 feet to a point for corner;

THENCE South 50 degrees 58 minutes 31 seconds East, a distance of 8.29 feet to a point for corner;

THENCE North 81 degrees 19 minutes 37 seconds East, a distance of 34.29 feet to a point for corner;

THENCE North 34 degrees 38 minutes 00 seconds East, a distance of 11.90 feet to a point for corner;

THENCE South 55 degrees 22 minutes 00 seconds East, a distance of 71.00 feet to a point for corner;

THENCE South 11 degrees 35 minutes 04 seconds East, a distance of 34.60 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 03 degrees 01 minutes 37 seconds, a radius of 937.50 feet and a chord bearing and distance of South 60 degrees 04 minutes 47 seconds East, 49.52 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 49.53 feet to a point for corner;

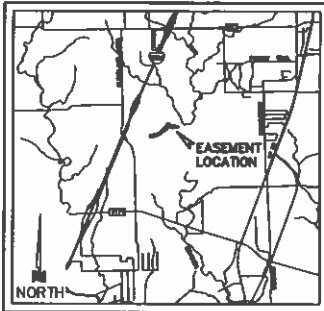
THENCE South 57 degrees 23 minutes 42 seconds East, a distance of 99.61 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 20 degrees 50 minutes 51 seconds, a radius of 950.00 feet and a chord bearing and distance of South 78 degrees 01 minutes 09 seconds East, 343.76 feet;

THENCE Easterly, with said curve to the left, an arc distance of 345.67 feet to a point for corner;

THENCE South 88 degrees 26 minutes 35 seconds East, a distance of 333.96 feet to a point for corner;

THENCE South 00 degrees 26 minutes 34 seconds East, a distance of 49.63 feet to the **POINT OF BEGINNING** and containing 4.578 acres of land, more or less.

VICINITY MAP

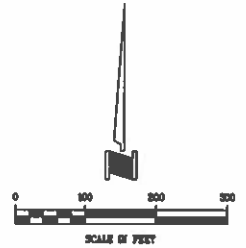


NOT TO SCALE

LEGEND

- P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
- D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
- ⊙ = 1/2" IRON ROD W/ ORANGE PLASTIC CAP STAMPED "MCADAMS BOUNDARY MARKER" FOUND (UNLESS OTHERWISE NOTED)
- = POINT FOR CORNER

NOTE: BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. TO OBTAIN A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE PROJECT COMBINED FACTOR (PCF) OF 0.99984069.



FRANCIS W.
THORNTON SURVEY
ABSTRACT NO. 1244

BLUE STAR INVESTMENTS, INC.
DOCUMENT NO. 2014-132053
D.R.D.C.T.

RONALD LEE MCCUTCHIN
VOLUME 527, PAGE 68
D.R.D.C.T.

AVALON 130, LLC
DOCUMENT NO.
2023-116526
D.R.D.C.T.

AVALON 130, LLC
DOCUMENT NO.
2023-116526
D.R.D.C.T.

AVALON 130, LLC
DOCUMENT NO.
2023-116526
D.R.D.C.T.

TRACT 1
PH LAND
HOLDINGS, LLC
DOCUMENT NO.
2024-70537
D.R.D.C.T.

POINT OF
BEGINNING

CANYON FALLS
VILLAGE 4B
DOCUMENT NO.
2023-256
P.R.D.C.T.

MATCHLINE ~ SEE SHEET 5

RIGHT-OF-WAY DEDICATION

199,409 SQUARE FEET OR 4.578 ACRES
FRANCIS W. THORNTON SURVEY, ABSTRACT NO. 1244
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



JOHNSON VOLK
CONSULTING

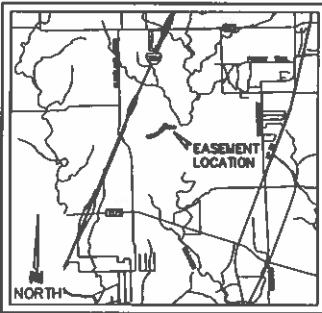
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

2025-04-24

Page 4 of 6

PYH501-ROW DEDICATION

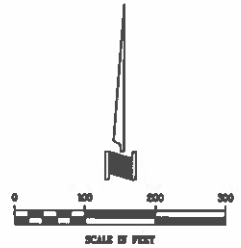
VICINITY MAP



LEGEND

- P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
 D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
 ● = 1/2" IRON ROD W/ ORANGE PLASTIC
 CAP STAMPED "MCADAMS BOUNDARY MARKER" FOUND
 (UNLESS OTHERWISE NOTED)
 ● = POINT FOR CORNER

NOTE: BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. TO OBTAIN A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE PROJECT COMBINED FACTOR (PCF) OF 0.99984069.



MATCHLINE ~ SEE SHEET 4

AVALON 130, LLC
 DOCUMENT NO.
 2023-116526
 D.R.D.C.T.

TRACT 1
 PH LAND
 HOLDINGS, LLC
 DOCUMENT NO.
 2024-70537
 D.R.D.C.T.

AVALON 130, LLC
 DOCUMENT NO.
 2023-116526
 D.R.D.C.T.

TRACT 3
 PH LAND
 HOLDINGS, LLC
 DOCUMENT NO.
 2024-70537
 D.R.D.C.T.

TRACT 2
 PH LAND
 HOLDINGS, LLC
 DOCUMENT NO.
 2024-70537
 D.R.D.C.T.

RIGHT-OF-WAY DEDICATION

199,409 SQUARE FEET OR 4.578 ACRES
 FRANCIS W. THORNTON SURVEY, ABSTRACT NO. 1244
 TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



**JOHNSON VOLK
 CONSULTING**

TBPELS Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
 704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

2025-04-24

Page 5 of 6

PYH501-ROW DEDICATION

LINE TABLE		
LINE	BEARING	LENGTH
L1	S10°48'00"W	49.89'
L2	S78°02'55"W	36.44'
L3	N55°22'00"W	50.09'
L4	N3°01'41"E	50.00'
L5	N8°32'48"W	36.46'
L6	N39°24'50"E	112.02'
L7	S50°58'31"E	8.29'
L8	N81°19'37"E	34.29'
L9	N34°38'00"E	11.90'
L10	S55°22'00"E	71.00'
L11	S57°23'42"E	99.61'
L12	S0°26'34"E	49.63'

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	7°51'22"	1000.00'	68.67'	137.12'	N82°46'30"W 137.01'
C2	19°33'10"	1050.00'	180.92'	358.32'	N69°05'48"W 356.59'
C3	3°21'16"	1550.00'	45.39'	90.75'	S36°18'38"W 90.73'
C4	54°55'42"	1500.00'	779.66'	1438.02'	S65°33'50"W 1383.58'
C5	58°23'40"	1450.00'	810.29'	1477.81'	N63°49'51"E 1414.67'
C6	0°27'58"	1062.00'	4.32'	8.64'	N50°49'09"W 8.64'
C7	3°01'37"	937.50'	24.77'	49.53'	S60°04'47"E 49.52'
C8	20°50'51"	950.00'	174.77'	345.67'	S78°01'09"E 343.76'

BSR

Ryan S. Reynolds
 Registered Professional Land Surveyor
 No. 6385

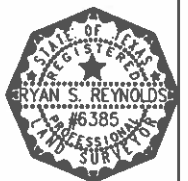


EXHIBIT C

Public Improvement Costs & Impact Fees

(see attached)

Development Agreement Details			
Denton Creek Blvd and Mulkey Rd			
Item	Total Cost	Credits	Balance
Water	\$ 860,439.00	\$ 246,906.00	\$ 613,533.00
Denton Creek Blvd	\$ 1,768,343.00	\$ 388,551.48	\$ 1,379,791.52
Mulkey Rd	\$ 2,395,708.00	\$ 665,857.92	\$ 1,729,850.08
Total	\$ 5,024,490.00	\$ 1,301,315.40	\$ 3,723,174.60

EXHIBIT D

Depiction of Approximate Location of Public Improvements

(see attached)

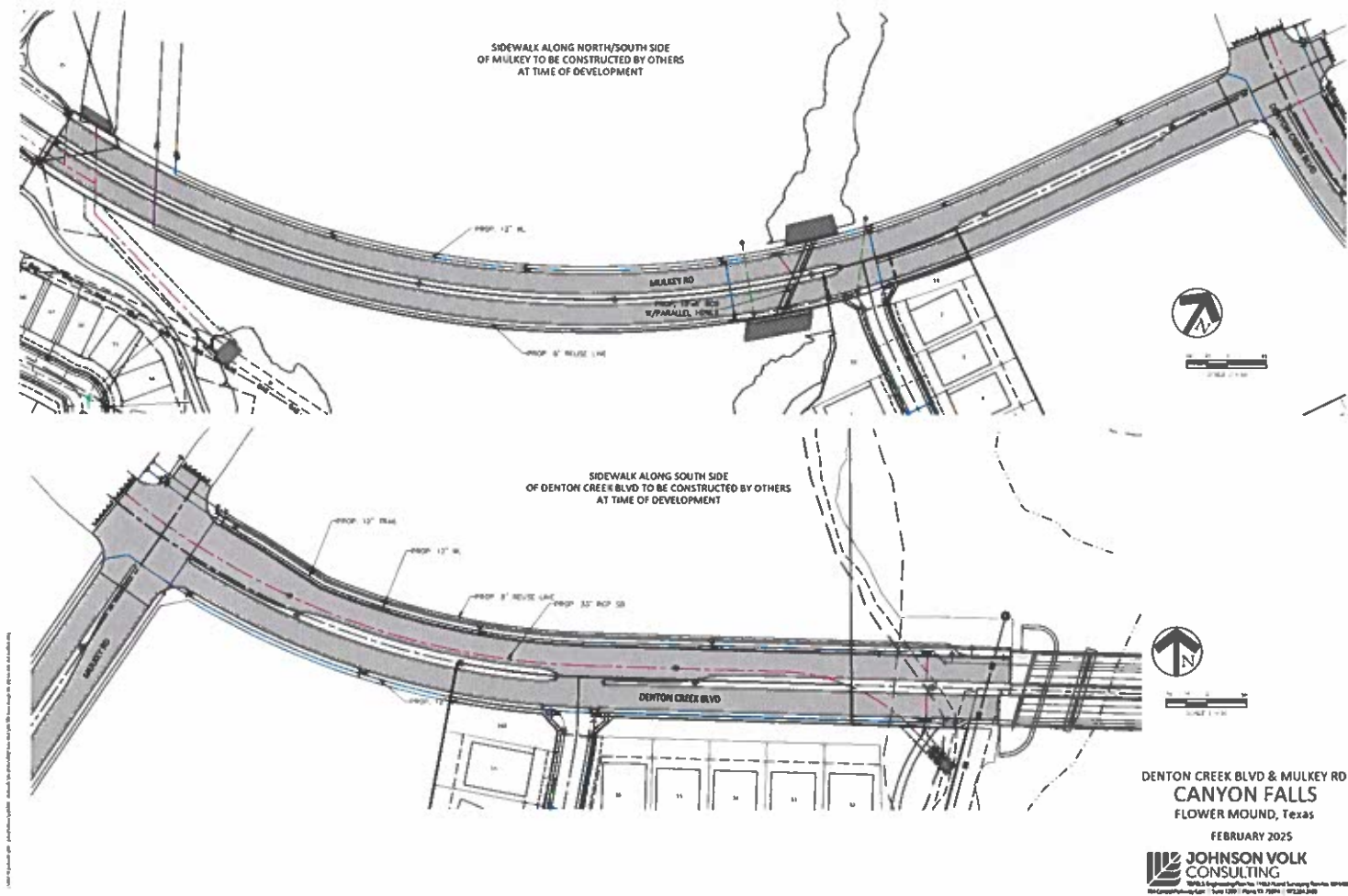


EXHIBIT E

**Planned Development District for Project (PD-98),
as approved on November 12, 2012**

(see attached)

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 58-12

AN ORDINANCE OF THE TOWN COUNCIL 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 OF THE TOWN OF FLOWER MOUND, TEXAS, BY AND THROUGH THE AMENDMENT OF ORDINANCE NO. 19-08, WHICH ORDINANCE ZONED APPROXIMATELY 626 ACRES OF LAND IN THE M.E.P. & P. R.R. SURVEY, ABSTRACT NO. 922, F. THORNTON SURVEY, ABSTRACT NO. 1244, J. WILBURN SURVEY, ABSTRACT NO. 1416 AND THE W. LOVE SURVEY, ABSTRACT NO. 728, AS PLANNED DEVELOPMENT DISTRICT NO. 98 (PD-98) WITH SINGLE-FAMILY DISTRICT-10 (SF-10) USES, SINGLE-FAMILY DISTRICT-5 (SF-5) USES, COMMERCIAL DISTRICT-1 (C-1) USES, CAMPUS COMMERCIAL DISTRICT (CC) USES, AND RECREATIONAL DISTRICT (REC) USES, BY CHANGING THE ZONING WITHIN PLANNED DEVELOPMENT DISTRICT NO. 98 (PD-98) ON APPROXIMATELY 37.9 ACRES OF LAND FROM SINGLE-FAMILY DISTRICT-10 (SF-10) USES TO SINGLE-FAMILY DISTRICT-5 (SF-5) USES, BY CHANGING THE ZONING ON APPROXIMATELY 19.4 ACRES OF LAND FROM SINGLE-FAMILY DISTRICT-5 (SF-5) USES TO SINGLE-FAMILY DISTRICT-10 (SF-10) USES, AND BY DELETING THE ZONING EXHIBITS IDENTIFIED AS OPTIONS 1 AND 2 ATTACHED TO ORDINANCE NO. 19-08 AND REPLACING SAID ZONING EXHIBITS WITH ONE NEW ZONING EXHIBIT, AMENDING SECTION 4 OF ORDINANCE NO. 19-08 TO REQUIRE THE PROPERTY TO BE DEVELOPED IN ACCORDANCE WITH THE NEW ZONING EXHIBIT, THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Flower Mound, Texas, has recommended amending the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, by amending Ordinance No. 19-08 and Planned Development District No. 98 (PD-98) by changing the zoning on approximately 37.9 acres of land from Single-Family District-10 (SF-10) uses to Single-Family District-5 (SF-5) uses, by changing the zoning on approximately 19.4 acres of land from Single-Family District-5 (SF-5) uses to Single-Family District-10 (SF-10) uses, and by deleting the zoning exhibits identified as Options 1 and 2 attached to said ordinance and replacing said zoning exhibits with a new Zoning Exhibit and amending Section 4 of Ordinance No. 19-08 to require the property to be developed only in accordance with such new Zoning Exhibit; and

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the Town Council of the Town of Flower Mound; and

WHEREAS, the Town Council of the Town of Flower Mound, after public notice and public hearing as required by law and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the Town of Flower Mound and of all testimony and information submitted during said public hearings, has determined that, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town, the zoning of the property described herein shall be changed, the provisions of Ordinance No. 19-08 identified herein shall be amended, and that the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, shall be amended to reflect the amendments to Ordinance No. 19-08 herein described.

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

SECTION 1

All of the above premises are 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

From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of said Land Development Regulations are not amended, but shall remain intact and are hereby ratified, verified, and affirmed, in order to create a change in the zoning classification of the property described herein, as follows:

That certain tract of land being approximately 57.3 acres in the M.E.P. & P.R.R. Survey, Abstract Number 922, the J. Wilburn Survey, Abstract Number 1416, the F. Thornton Survey, Abstract Number 1244, and the W. Love Survey, Abstract No. 728, the entirety of which property is more fully described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein for all purposes, presently zoned Planned Development District No. 98 (PD-98) with Single-Family District-10 (SF-10) uses, Single-Family District-5 (SF-5) uses, Commercial District-1 (C-1) uses, Campus Commercial District (CC) uses, and Recreational District (REC) uses is changed in part by changing the zoning on approximately 37.9 acres of land from Single-Family District-10 (SF-10) uses to Single-Family District-5 (SF-5) uses, changing the zoning on approximately 19.4 acres of land from Single-Family District-5 (SF-5) uses to Single-

Family District-10 (SF-10) uses, and by deleting the zoning exhibits identified as Options 1 and 2 attached to said ordinance and replacing said zoning exhibits with a new Zoning Exhibit that is attached hereto as Exhibit "B" (Zoning Exhibit) and incorporated herein by reference for all purposes allowed by law. The Property shall be developed in accordance with Ordinance No. 19-08, as amended by this Ordinance, and in accordance with specific requirements in the Town's Master Plan, and Exhibit "B" (Zoning Exhibit) attached to this Ordinance, and Exhibit "C" (Development Standards) attached to Ordinance No. 19-08 and incorporated herein as if repeated verbatim.

SECTION 3

From and after the effective date of this Ordinance, Section 4 of Ordinance No. 19-08 shall be and read as follows:

"The change in the zoning classification established and described in Section 2 herein shall be and is hereby made subject to the following conditions and requirements:

1. The Developer has requested permission to develop the Property in accordance with the Zoning Exhibit attached hereto and incorporated herein by reference for all purposes allowed by law as Exhibit "B." The Zoning Exhibit attached hereto as Exhibit "B" conforms to the Town's Master Plan. All development of the Property, or any part or portion thereof, shall comply with and conform to Exhibit "B", except as follows:
 - a. Roadways shall be in the same general location shown on Exhibit "B". Minor changes to the alignment of roadways based on topography or as necessary to preserve trees may be permitted subject to approval of the Planning and Zoning Commission and/or the Town Council.
 - b. The location, design, dedication and construction requirements for parks and trails on and about the Property, or any part or portion thereof, shall be reviewed and determined in conjunction with the submission of each development plan or site plan for each parcel, portion or phase of the Property. Said requirements are subject to the recommendation of the Parks, Arts, and

Library Services Board and the Planning and Zoning Commission as well as the approval of the Town Council.

- c. The location of the elementary school shown on Exhibit "B" may be relocated at the request of the school district. No change in the elementary school location or size shall increase the maximum residential density permitted on the Property.
2. The development of the Property, or any part or portion thereof, shall be subject to and required to conform to all Town ordinances and the Denton Creek Area Plan provisions contained in Master Plan, as such ordinances are amended and exist at the time of development, save and except only to the extent that this Ordinance specifically provides to the contrary.
3. The parcels shown on Exhibit "B" shall be developed as follows:
 - a. SF-5 Parcels. Parcels designated as SF-5 on Exhibit "B" shall be developed in accordance with the standards of the Single Family District 5 (SF-5) Zoning District, as such standards may be amended from time to time.
 - b. SF-10 Parcels. Parcels designated as SF-10 on Exhibit "B" shall be developed in accordance with the standards of the Single Family District 10 (SF-10) Zoning District, as such standards may be amended from time to time.
 - c. C-1 Parcels. Parcels designated as C-1 on Exhibit "B" shall be developed in accordance with the standards of the Commercial District 1 (C-1) Zoning District, as such standards may be amended from time to time, except that the following uses are **expressly prohibited** in, on and about the Property:
 - (1) Animal control facility;

- (2) Auto leasing or rental;
 - (3) Auto parts and accessory sales (indoors);
 - (4) Auto repair garage;
 - (5) Bait shop;
 - (6) Cabinet and upholstery shop;
 - (7) Car wash, automatic;
 - (8) Car wash, self-service;
 - (9) Cemetery or mausoleum;
 - (10) Cleaning/laundry shop with on-site plant;
 - (11) Cleaning/laundry pickup station only;
 - (12) Feed store;
 - (13) Kennel, subject to section 98-986;
 - (14) Laundry, self-service;
 - (15) Mortuary or funeral home; and
 - (16) Repair services, limited.
- d. CC Parcels. Parcels designated as CC on Exhibit "B" shall be developed in accordance with the standards of the Campus Commercial (CC) Zoning District, as such standards may be amended from time to time, except that the same uses prohibited on C-1 Parcels as identified herein above are also prohibited in areas zoned for CC uses in, on and about the Property.

4. A maximum residential density of 972 dwelling units is permitted on the Property. No more than 350 dwelling units of the maximum allowed 972 dwelling units shall be developed under the standards of the Single Family-5 (SF-5) Zoning District. Density shall not be transferred from or between one area or parcel or option to another.

This paragraph is not intended to and does not guarantee that 972 dwelling units can actually be constructed on the Property. The actual number of dwelling units that can be developed on the Property depends on a number of factors that have not yet been fixed including, but not limited to: the amount of flood plain and other protected areas encountered; the location and layout of rights-of-way, open spaces and trails, the amount of oil and/or gas exploration which occurs on the Property and the setbacks required to protect the health, safety and welfare of the public; and other requirements of the Town's development regulations. The maximum number of dwelling units that can actually be developed on the Property shall be determined as development occurs pursuant to the Town's Code of Ordinances then in effect.

5. A detailed concept plan, consistent with the Town's submittal requirements, shall be submitted for the nonresidential component of the Property prior to or at the same time as the commercial property is submitted for development consideration.
6. All residential subdivisions within the Property, or any part or portion thereof, shall have a mandatory homeowners' association conforming to the Town's requirements regarding such associations. All such homeowners' associations shall be required to maintain all private common areas, specifically including any facilities and structures, as well as all private roads and parking areas, if any.

All residential subdivisions shall be burdened by Covenants, Conditions and Restrictions (or deed restrictions) incorporating, applying, implementing and requiring conformity to the aspirations, goals and quality standards set forth in the *CANYON FALLS Residential Design Guidelines*, which are attached to Ordinance No. 19-08 as Exhibit D, (the "Residential Guidelines") to all residential development in, on and about the Property or any part or portion thereof. Notwithstanding this requirement, in the event of any conflict between the Residential Guidelines and the Town's then effective Code of Ordinances, Engineering Design Standards and Master Plans the Town's Code of Ordinances, Engineering Design Standards and Master Plans, all as amended, shall control. Nothing contained herein is intended to adopt the Residential Guidelines as a component of the Town's Code of Ordinances and require the Town to interpret, monitor and enforce such Residential Guidelines.

7. All nonresidential subdivisions within the Property, or any part or portion thereof, shall have a mandatory business owners' association conforming to the Town's requirements regarding homeowners' associations and other forms of property owners' associations. All such business owners' associations shall be required to maintain all private common areas, specifically including any facilities and structures, as well as all private roads and parking areas, if any. All nonresidential subdivisions shall be burdened by Covenants, Conditions and Restrictions (or deed restrictions) incorporating, applying, implementing and requiring conformity to the aspirations, goals and quality standards set forth in the *CANYON FALLS Mixed Use Design Guidelines*, which are attached to Ordinance No. 19-08 as Exhibit E, (the "Mixed Use Guidelines") to all nonresidential development in, on and about

the Property or any part or portion thereof. Notwithstanding this requirement, in the event of any conflict between the Mixed Use Guidelines and the Town's then effective Code of Ordinances, Engineering Design Standards and Master Plans the Town's Code of Ordinances, Engineering Design Standards and Master Plans, all as amended, shall control. In addition, the Signage Design Guidelines contained in the Mixed Use Guidelines shall not be effective unless and until a Special Sign Package is requested and approved by the Town in accordance with the Town's Code of Ordinances then in effect. Nothing contained herein is intended to adopt the Mixed Use Guidelines as a component of the Town's Code of Ordinances and require the Town to interpret, monitor and enforce such Mixed Use Guidelines."

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. In the event of any conflict between the provisions of this Ordinance and Ordinance No. 19-08, the provisions of this Ordinance and all attachments hereto shall control.

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

Any person, firm, or corporation who violates any provision of this Ordinance or of the final site plan as adopted by the Planning and Zoning Commission of the Town of

ORDINANCE NO. 58-12

PAGE 9

Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 5 DAY OF NOV, 2012.

APPROVED:


Thomas E. Hayden, MAYOR

ATTEST:


Theresa Scott, TOWN SECRETARY

APPROVED AS TO LEGALITY AND FORM:


Terrence S. Welch, TOWN ATTORNEY

EXHIBIT "A"
Property Description

LEGAL DESCRIPTION

TRACT I

BEING a tract of land located in the M.E.P. & P. R.R. Survey, Abstract No. 922 and the J. Wilburn Survey, Abstract No. 1416 and the F. Thornton Survey, Abstract No. 1244, Town of Flower Mound, Denton County, Texas, and being described in deed to WS-DCF, LLC according to Instrument No. D2012-82463 of the Deed Records of Denton County, Texas, (DRDCT) and being more particularly described as follows:

BEGINNING at a 1/2 inch Iron with blue plastic cap stamped "ElamPack" found lying in the north right-of-way line of Canyon Falls Drive, a 90-foot right-of-way. Said point of beginning has a bearing of N 00° 27' 36" E and a distance of 105.18 feet from the northwest corner of a tract of land described in a deed to La Estancia Investments LP as recorded in Instrument No. D2008-137045 of the (DRDCT). Point of beginning lies within the common Town limit line between Flower Mound and Northlake and the common survey line of the M.E.P. & P.R.R. Survey, Abstract 922 and the W. Love Survey, Abstract 728.

Thence bearing N 0° 30' 49" E a distance of 3470.644 feet to a point for a corner;
Thence bearing N 89° 36' 34" W a distance of 3553.802 feet to a point for a corner;
Thence bearing N 17° 49' 47" W a distance of 11.569 feet to a point for a corner;
Thence bearing N 68° 22' 35" W a distance of 56.466 feet to a point for a corner;
Thence bearing N 15° 51' 41" E a distance of 40.939 feet to a point for a corner;
Thence bearing S 75° 40' 42" W a distance of 72.62 feet to a point for a corner;
Thence bearing N 20° 19' 13" W a distance of 76.445 feet to a point for a corner;
Thence bearing S 77° 27' 41" W a distance of 95.933 feet to a point for a corner;
Thence bearing N 25° 22' 35" W a distance of 66.319 feet to a point for a corner;
Thence bearing N 71° 43' 46" W a distance of 194.400 feet to a point for a corner;
Thence bearing S 71° 06' 00" W a distance of 85.979 feet to a point for a corner;
Thence bearing N 42° 42' 30" W a distance of 105.507 feet to a point for a corner;
Thence bearing N 50° 48' 32" E a distance of 120.964 feet to a point for a corner;
Thence bearing N 47° 56' 51" W a distance of 223.883 feet to a point for a corner;
Thence bearing N 38° 52' 18" E a distance of 70.065 feet to a point for a corner;
Thence bearing N 51° 12' 41" W a distance of 86.438 feet to a point for a corner;
Thence bearing N 5° 18' 14" W a distance of 106.222 feet to a point for a corner;
Thence bearing N 75° 14' 20" W a distance of 190.643 feet to a point for a corner;
Thence bearing N 24° 48' 23" W a distance of 21.568 feet to a point for a corner;
Thence bearing N 65° 10' 30" W a distance of 137.845 feet to a point for a corner;
Thence bearing N 64° 34' 41" W a distance of 101.998 feet to a point for a corner;
Thence bearing N 56° 56' 44" W a distance of 175.610 feet to a point for a corner;
Thence bearing S 53° 05' 10" W a distance of 122.037 feet to a point for a corner;
Thence bearing N 46° 50' 25" W a distance of 148.495 feet to a point for a corner;
Thence bearing N 32° 34' 23" W a distance of 129.423 feet to a point for a corner;

Thence bearing N 48° 30' 57" W a distance of 75.640 feet to a point for a corner;
Thence bearing N 35° 21' 52" W a distance of 57.788 feet to a point for a corner;
Thence bearing N 79° 10' 35" W a distance of 79.020 feet to a point for a corner;
Thence bearing N 64° 18' 23" W a distance of 53.746 feet to a point for a corner;
Thence bearing S 87° 44' 14" E a distance of 4847.394 feet to a point for a corner;
Thence bearing N 01° 02' 30" E a distance of 520.881 feet to a point for a corner;
Thence bearing S 88° 42' 52" E a distance of 20.219 feet to a point for a corner;
Thence bearing N 00° 08' 51" E a distance of 1174.682 feet to a point for a corner;
Thence bearing S 89° 03' 28" E a distance of 702.004 feet to a point for a corner;
Thence bearing S 00° 56' 32" W a distance of 1336.300 feet to a point for a corner;
Thence along a curve to the LEFT, having a radius of 2640.000 feet, a delta angle of 31° 13' 37", and whose long chord bears S 73° 26' 39" E a distance of 1421.098 feet to a point for a corner;
Thence bearing S 89° 03' 28" E a distance of 2748.083 feet to a point for a corner;
Thence bearing S 00° 05' 04" W a distance of 302.988 feet to a point for a corner;
Thence bearing S 00° 21' 22" E a distance of 885.704 feet to a point for a corner;
Thence bearing S 00° 23' 53" E a distance of 426.148 feet to a point for a corner;
Thence bearing S 00° 23' 47" E a distance of 634.619 feet to a point for a corner;
Thence bearing S 00° 22' 09" E a distance of 1182.376 feet to a point for a corner;
Thence bearing S 22° 04' 41" W a distance of 815.755 feet to a point for a corner;
Thence bearing N 89° 07' 23" W a distance of 75.065 feet to a point for a corner;
Thence bearing N 22° 04' 18" E a distance of 103.768 feet to a point for a corner;
Thence along a curve to the LEFT, having a radius of 520.000 feet, a delta angle of 28° 38' 37", and whose long chord bears N 07° 45' 21" E a distance of 257.262 feet to a point for a corner;
Thence bearing N 06° 33' 57" W a distance of 145.940 feet to a point for a corner;
Thence along a curve to the RIGHT, having a radius of 580.000 feet, a delta angle of 31° 24' 12", and whose long chord bears N 09° 08' 09" E a distance of 313.928 feet to a point for a corner;
Thence bearing N 24° 50' 15" E a distance of 13.934 feet to a point for a corner;
Thence along a curve to the LEFT, having a radius of 25.000 feet, a delta angle of 90° 00' 00", and whose long chord bears N 20° 09' 45" W a distance of 35.355 feet to a point for a corner;
Thence bearing N 65° 09' 45" W a distance of 371.137 feet to a point for a corner;
Thence along a curve to the RIGHT, having a radius of 645.000 feet, a delta angle of 35° 04' 26", and whose long chord bears N 47° 37' 32" W a distance of 388.705 feet to a point for a corner;
Thence bearing N 30° 05' 19" W a distance of 526.965 feet to a point for a corner;
Thence along a curve to the LEFT, having a radius of 855.000 feet, a delta angle of 117° 50' 55", and whose long chord bears N 89° 00' 45" W a distance of 1464.590 feet to a point for a corner;
Thence bearing S 32° 03' 49" W a distance of 1096.082 feet to a point for a corner;
Thence along a curve to the LEFT, having a radius of 24.492 feet, a delta angle of 92° 24' 04", and whose long chord bears S 12° 56' 11" E a distance of 35.355 feet to a point for a corner;

Thence bearing S 57° 56' 11" E a distance of 105.622 feet to a point for a corner;

Thence along a curve to the RIGHT, having a radius of 575.000 feet, a delta angle of 54° 06' 20", and whose long chord bears S 30° 53' 01" E a distance of 523.032 feet to a point for a corner;

Thence bearing S 03° 49' 51" E a distance of 429.633 feet to a point for a corner;

Thence along a curve to the LEFT, having a radius of 555.000 feet, a delta angle of 14° 14' 46", and whose long chord bears S 10° 57' 15" E a distance of 137.640 feet to a point for a corner;

Thence bearing N 89° 31' 32" W a distance of 1612.255 feet to the point of beginning.

CONTAINING within these metes and bounds 474.65 acres or 20,675,762 square feet of land more or less, save and except a 5.00 acre tract as described in a Deed to Denton County and recorded in Document No. 2010-27754 (DRDCT).

Then being a net acreage of 569.65 acres or 20,893,472 square feet of land. Bearings contained herein are based upon the deeds to Highland Crusader Holding Corporation according to the deed recorded in Instrument Nos. D2011-40159 & D2011-40158.

TRACT 2

BEING a tract of land located in W. Love Survey, Abstract No. 728, Town of Flower Mound, Denton County, Texas, and being described in deed to WS-DCF, LLC, according to the deed recorded in Instrument No. D2012-82463 of the Deed Records of Denton County, Texas, (DRDCT) and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod and the most northeasterly corner of a tract of land as described in a deed to Denton County, Texas as recorded in Instrument No. 2011-8417 (DRDCT) said point also being in the westerly line of a tract of land as described in a deed to La Estancia Investments LP as recorded in Instrument No. D2008-137045 (DRDCT), said point also being in the northerly right-of-way line of F.M. 1171 (a variable width right-of-way);

Thence bearing N 71° 41' 12" W a distance of 339.462 feet to a 1/2 inch iron rod for a corner;

Thence bearing N 55° 42' 31" W a distance of 72.660 feet to a 1/2 inch iron rod for a corner;

Thence bearing N 71° 41' 12" W a distance of 236.430 feet to a 1/2 inch iron rod for a corner;

Thence bearing N 41° 23' 2" W a distance of 128.820 feet to a 1/2 inch iron rod for a corner;

Thence bearing N 71° 41' 55" W a distance of 582.900 feet to a 1/2 inch iron rod for a corner;

Thence bearing S 86° 24' 52" W a distance of 142.631 feet to a point for a corner;

Thence along Flower Mound Town limit line bearing N 10° 4' 59" E a distance of 1186.292 feet to a point for a corner;

Thence along Flower Mound Town limit line bearing S 89° 20' 44" E a distance of 1195.747 feet to a point for a corner;

Thence along said Westerly line of La Estancia Investments LP tract bearing S 0° 32' 43" W a distance of 1647.052 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 41.35 acres or 1,801,104.92 square feet of land more or less.

The bearings contained herein are based upon the deeds to Highland Crusader Holding Corporation according to the deed recorded in Instrument Nos. D2011-40159 & D2011-40158.

EXHIBIT F

**Reinvestment Zone Number Two, Town of Flower Mound, Texas,
Amended and Restated Final Project and Finance Plan**

(see attached)

**TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. 59-24**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AN AMENDED AND RESTATED PROJECT AND FINANCE PLAN FOR REINVESTMENT ZONE NUMBER TWO, TOWN OF FLOWER MOUND, TEXAS; MAKING CERTAIN FINDINGS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 6, 2023, the Town Council of the Town of Flower Mound, Texas (the "Town Council"), by the adoption of Ordinance No. 47-23, created Reinvestment Zone Number Two, Town of Flower Mound, Texas (the "Zone"); and

WHEREAS, Section 311.011(d), Texas Tax Code, provides that the Town Council must approve a project plan and reinvestment zone finance plan after its adoption by the board of the reinvestment zone; and

WHEREAS, on December 16, 2024, the Board of Directors of the Zone adopted and recommended approval of the *Reinvestment Zone Number Two, Town of Flower Mound, Texas, Amended and Restated Project and Finance Plan* (the "Amended and Restated Project and Finance Plan"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 311.011(d), Texas Tax Code, the Town Council finds that the Amended and Restated Project and Finance Plan is feasible.

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

SECTION 1.

That the recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2.

That the Town Council does hereby approve the Amended and Restated Project and Finance Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein for all purposes.

SECTION 3.

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

SECTION 4.

That if any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 5.

This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED AND APPROVED on this 16th day of December 2024.

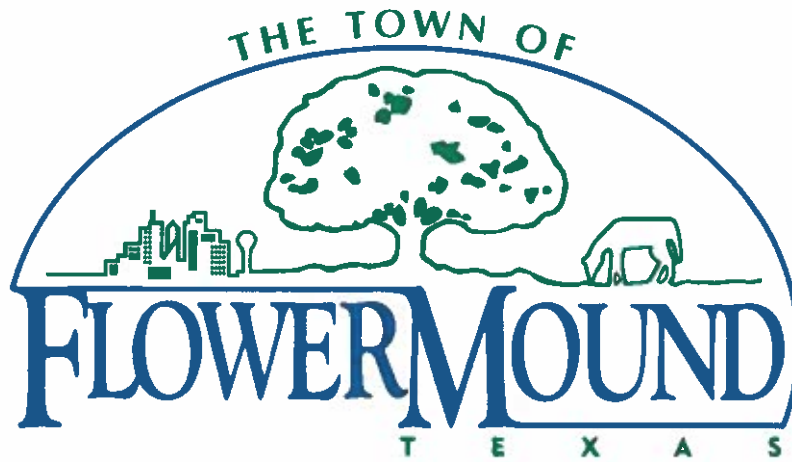

Cheryl Moore, Mayor

ATTEST:


Theresa Scott, Town Secretary

Exhibit A

Reinvestment Zone Number Two, Town of Flower Mound, Texas
Amended and Restated Project and Finance Plan



REINVESTMENT ZONE NUMBER TWO,
TOWN OF FLOWER MOUND, TEXAS
AMENDED AND RESTATED FINAL PROJECT AND
FINANCE PLAN
DECEMBER 16, 2024

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SECTION 1: DEFINITIONS

Capitalized terms used in this Amended Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Amended Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” or an “Exhibit,” shall be a reference to a Section of this Amended Plan or an Exhibit attached to and made a part of this Amended Plan for all purposes.

“**Act**” means Chapter 311, Texas Tax Code, Tax Increment Financing Act.

“**Administrative Costs**” means the actual, direct costs paid or incurred by or on behalf of the Town to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the Town that are directly related to the administration of the Zone.

“**Amended Plan**” means this *Amended and Restated Tax Increment Financing Reinvestment Zone Number Two, Town of Flower Mound, Texas, Final Project and Finance Plan*.

“**Amending Ordinance**” means Ordinance No. [REDACTED], considered by the Town Council on December 16, 2024, which serves to approve this Amended Plan.

“**Appraisal District**” means the Denton Central Appraisal District.

“**Board**” means the Board of Directors for the Zone.

“**Captured Appraised Value**” means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District.

“**County**” means Denton County, Texas.

“**CIP Eligible Projects**” means those certain Tier One Projects and Tier Two Projects from the Town’s Capital Improvement Plan, which can be reimbursed first through Impact Fees and then are eligible for funding from the Town TIRZ Increment within the Infrastructure Fund.

“**County TIRZ Increment**” means the portion of the County’s ad valorem tax increment equal to eighty percent (80%) of the ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone, pursuant to the County Participation Agreement.

“**County Participation Agreement**” means that certain agreement to be entered into by the City and the County detailing the County’s participation in the Zone.

“Creation Ordinance” means Ordinance No. 47-23 adopted by the Town Council on November 6, 2023, designating the creation of the Zone and the Board.

“Developer” means any entity or its assignees who entered into a TIRZ Agreement to be reimbursed for the costs to construct or for the costs to acquire Public Improvements under the Economic Development Program.

“Economic Development Fund” means the subaccount within the TIRZ No. 2 Fund in which a portion of the Town TIRZ Increment shall be deposited, as further described in **Section 12.2**, and which such funds shall be used for the Economic Development Program.

“Economic Development Provision” means Section 311.010(h) of the Act, Chapter 380 of the Texas Local Government Code, and Article III, Section 52-a, Texas Constitution, as amended.

“Economic Development Program” means the economic development program authorized by the Economic Development Provision, which allows the Board, subject to the approval of the Town Council, to establish and provide for the administration of one or more programs necessary or convenient to implement and achieve the purposes of this Amended Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone and developing business and commercial activity within the Zone, and may include programs to make grants of any lawfully available money from the TIRZ No. 2 Fund, including activities that benefit the Zone and stimulate business and commercial activity in the Zone.

“Feasibility Study” means the economic feasibility study as evaluated over the term of the Zone and focused only on direct financial benefits, as shown on **Exhibit F**.

“Final Plan” means the *Reinvestment Zone Number Two, Town of Flower Mound, Texas Final Project and Finance Plan*, approved by the Town Council on March 18, 2024.

“Infrastructure Fund” means the subaccount within the TIRZ No. 2 Fund, in which a portion of the Town TIRZ Increment and the County TIRZ Increment shall be deposited, as further described in **Section 12.2**, and which such funds shall be used to fund Tier One Projects and Tier Two Projects.

“Municipal Services” means those certain costs required for the Town to provide services to the Property, including but not limited to police, fire, and emergency services attributable to the Zone.

“Non-Project Costs” means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, and will be financed by private funds, as described in **Section 6**, and shown on **Exhibit C**.

“Planned Development” means approximately 1,610.236 acres of land within the Zone which boundary is collectively described in Ordinance No. 48-22 and Ordinance No. 10-22, and is depicted on **Exhibit B**.

“Preliminary Plan” means the *Reinvestment Zone Number Two, Town of Flower Mound, Texas Preliminary Project and Finance Plan*, approved by the Town Council on November 6, 2023.

“Project Costs” means the total costs for projects in the Zone, including actual costs of the Public Improvements, the Administrative Costs, Municipal Services, and the Economic Development Program, as listed in **Exhibit D**.

“Property” means 3,962.176 acres of land as depicted on **Exhibit A** and identified on **Exhibit I**.

“Public Improvements” means the proposed Tier One Projects and Tier Two Projects to be financed by the Zone, as detailed on **Exhibit D** and depicted on **Exhibit H**.

“Remainder Property” means the entirety of the Zone save and except the Planned Development.

“Tax Increment Base” means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Appraisal District.

“Tier One Projects” means the proposed public improvements to be financed by the Zone which includes streets, storm sewer, water, water reuse, wastewater, parks, soft costs, and contingency, as detailed on **Exhibit D** and depicted on **Exhibit H**.

“Tier Two Projects” means the proposed public improvements to be financed by the Zone which includes trails, public open space improvements, monumentation, public facilities, soft costs, and contingency, as detailed on **Exhibit D** and depicted on **Exhibit H**.

“TIRZ Agreement” means any current or future reimbursement agreement entered into between the Town, the Board, and a Developer.

“TIRZ No. 2 Fund” means the tax increment fund created by the Town and segregated from all other funds of the Town.

“Town” means the Town of Flower Mound, Texas.

“Town Council” means the governing body of the Town.

“Town TIRZ Increment” means the portion of the Town’s ad valorem tax increment equal to eighty percent (80%) of the ad valorem real property taxes collected and received by the Town on the Captured Appraised Value of the Zone.

“Zone” means Reinvestment Zone Number Two, Town of Flower Mound, Texas, as depicted on **Exhibit A**, and parcels identified on **Exhibit I**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The Town has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the Town as a tax increment reinvestment zone to promote development or redevelopment of the area because the Town Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the Town and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- 1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
- 2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the Town; or
- 3) is in a federally assisted new community located in the Town or in an area immediately adjacent to a federally assisted new community; or
- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the Town by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The Town cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the Town and in industrial districts created by the Town.

2.3 The Zone

The Property within the Zone is currently located within the corporate limits of the Town as shown on **Exhibit A**. The Property is predominantly open, undeveloped or underdeveloped, and substantially impairs and arrests the sound growth of the Town. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. At the time of creation, the Property used for residential purposes within the Zone did not exceed thirty percent (30%), and the Zone did not exceed fifty percent (50%) of the total appraised value of taxable real property in the Town and in industrial districts created by the Town. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Amended Plan, the Town envisions that the Property will be developed to take full advantage of the opportunity to bring to the Town, and County, a quality development.

2.4 Preliminary Plan and Hearing

Before the Town Council adopted the Creation Ordinance, the Town Council prepared the Preliminary Plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the Town and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the Preliminary Plan, the purpose of which was to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed were determined by the Preliminary Plan, which requires approval by the Board and by the Town Council.

2.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the Town Council adopted the Creation Ordinance, in accordance with the Act, creating the Zone and finding the following:

- 1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future,
- 2) that the Zone was feasible,
- 3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the Town, and
- 4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance appointed the Board.

2.6 Board Recommendations

After the creation of the Zone, the Board reviewed the Final Plan and recommended its approval to the Town Council. On December 16, 2024, the Board shall review this Amended Plan and recommend its approval to the Town Council, pursuant to which the Town shall contribute the Town TIRZ increment into the TIRZ No. 2 Fund to pay a portion of the Project Costs benefiting the Zone. If the County participates in the Zone, then pursuant to the County Participation Agreement, the County shall contribute the County TIRZ Increment into the TIRZ No. 2 Fund to pay a portion of the Project Costs benefiting the Zone.

2.7 Council Action

The Town Council will take into consideration the recommendations of the Board and consider the Amending Ordinance, which serves to implement this Amended Plan and amend the Town TIRZ Increment.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is within the corporate limits of the Town, and is currently zoned water recreation, commercial, open space, mixed use, interim holding, single family, and multi-family. The Property is primarily undeveloped or underdeveloped, and there is no public infrastructure to support development. Development requires extensive public infrastructure that: (1) the Town could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the Town include residential and commercial, as shown on Exhibit G.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the Town and is subject to the Town's zoning regulations. The Town has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances

are planned at this time. Should zoning changes be desired or needed, request will follow Town subdivision ordinance.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or shall be due to the implementation of this Amended Plan.

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-Project Costs are costs that will be spent to develop the Zone but will not be financed by the Zone and will be financed by other funds. The list of Non-Project Costs is shown on **Exhibit C** and are estimated to be approximately \$1,129,106,311.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable Town standards and shall otherwise be inspected, approved, and accepted by the Town. At the Town's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

7.2 Location of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit H**. These locations may be revised, with the approval of the Town, from time to time without amending this Amended Plan.

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total Project Costs for the Zone, which includes the cost of Public Improvements, Municipal Services, the Economic Development Program, and Administrative Costs are estimated to be \$828,000,360, as detailed on **Exhibit D**.

8.2 Estimated Public Improvement Costs

The estimated cost of Public Improvements within the Zone, which includes Tier One Projects and Tier Two Projects, is approximately \$605,083,622, as shown on **Exhibit D**.

8.3 Estimated Cost of Municipal Services

The estimated costs of Municipal Services within the Zone are approximately \$107,872,317, as shown on **Exhibit D**.

8.4 Estimated Economic Development Program Costs

The estimated cost of the Economic Development Program within the Zone is approximately \$114,233,060, as shown on **Exhibit D**.

8.5 Estimated Administrative Costs

The Administrative Costs are estimated to be \$20,000 annually and escalating at two percent (2%) thereafter and shall be paid each year from the TIRZ No. 2 Fund before any other Project Costs are paid.

8.6 Estimated Timeline of Incurred Costs

The Administrative Costs, Municipal Services, and Economic Development Program will be incurred annually for the duration of the Zone. It is estimated the Public Improvements will be constructed between 2024 and 2053, as shown on **Exhibit E**, and funded annually over the remaining term of the Zone.

SECTION 9: ECONOMIC FEASIBILITY

The Feasibility Study focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, the Property will generate approximately \$558,656,623 in total new real property tax revenue for the participating taxing entities. Approximately \$354,055,420 will be deposited into the TIRZ No. 2 Fund (or the appropriate subaccount) to pay for the Project Costs over the life of the Zone. The remaining real property tax revenue over that period, estimated at \$204,601,203, shall be retained by the participating taxing entities as shown in **Exhibit F**.

The Feasibility Study shows the cumulative Town TIRZ Increment is estimated to be \$304,621,493, which will be available to pay a portion of the Project Costs until the term expires or is otherwise terminated. The remainder of the new Town real property tax revenue generated within the zone and retained by the Town is estimated to be \$70,498,651 over the term.

The Feasibility Study shows the cumulative County TIRZ Increment, if applicable, is estimated to be \$49,433,928, which will be available to pay a portion of the Project Costs, subject to the County Participation Agreement, until the term expires or is otherwise terminated. The remainder of the new County real property tax revenue generated within the Zone and retained by the County is estimated to be \$134,102,551 over the term.

One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the Town secured by the tax increments pursuant to the Act is contemplated at this time. The Town reserves the right, at its discretion, to issue bond indebtedness utilizing revenue from TIRZ No. 2 Fund.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base is estimated to be \$9,135,805 and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone.

11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$9,441,201,520, as shown on **Exhibit F**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate the Town TIRZ Increment, and if applicable, the County TIRZ Increment, pursuant to the County Participation Agreement.

SECTION 12: METHOD OF FINANCING

12.1 TIRZ Fund Contributions

This Amended Plan shall obligate the Town to deposit the Town TIRZ Increment into the TIRZ No. 2 Fund each year for the duration of the Zone. For example, in FY 2024, the Town's ad valorem tax rate was \$0.387278 per \$100 of taxable value, therefore the Town would contribute \$0.309822 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 2 Fund (or appropriate subaccount).

If applicable, the County Participation Agreement shall obligate the County to deposit the County TIRZ Increment into the TIRZ No. 2 Fund each year for the duration of the County Participation Agreement. For example, in FY 2024, the County's ad valorem tax rate was \$0.189485 per \$100 of taxable value, therefore the Town would contribute \$0.151588 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 2 Fund (or appropriate subaccount).

12.2 Funding Mechanisms

All payments of Project Costs shall be made solely from the TIRZ No. 2 Fund and from no other funds of the Town or County, unless otherwise approved by their respective governing bodies. The TIRZ No. 2 Fund shall only be used to pay the Project Costs. The Town may amend this Amended Plan in compliance with the Act, the TIRZ Agreement, and/or County Participation Agreement including but not limited to what is considered a Project Cost.

Commencing on the TIRZ creation date and continuing for the term of the Zone, the participating entities shall cause to be deposited into the TIRZ No. 2 Fund (or appropriate subaccount) the Town TIRZ Increment and the County TIRZ Increment intended to pay Project Costs, pursuant to the TIRZ Agreement. Deposits into the TIRZ No. 2 Fund (or appropriate subaccount) shall be prioritized and allocated as follows:

- 1) For TIRZ Revenues generated within the Planned Development:
 - a. To pay pro rata portion of Administrative Costs; then
 - b. To calculate and deposit fifty percent (50%) of the Town TIRZ Increment, after the prorated portion of the Administrative Costs, into the Infrastructure Fund of the TIRZ No. 2 Fund to pay for Tier One Projects, pursuant to any TIRZ Agreement, and after obligation of Tier One Projects, to pay for Tier Two Projects, pursuant to any TIRZ Agreement; then
 - c. To calculate and deposit all of the County TIRZ Increment, after the prorated portion of the Administrative Costs, into the Infrastructure Fund of the TIRZ No. 2 Fund to pay for Tier One Projects, pursuant to any TIRZ Agreement, and Tier Two Projects, as depicted on **Exhibit H**, pursuant to any TIRZ Agreement; then
 - d. To calculate and deposit thirty percent (30%) of the Town TIRZ Increment, after the prorated portion of the Administrative Costs, into the Economic Development Fund of the TIRZ No. 2 Fund to pay for the Economic Development Program, pursuant to any TIRZ Agreement; then
 - e. At the discretion of the Town Council in accordance with the Act.
- 2) For TIRZ Revenues generated within the Remainder Property:
 - a. To pay pro rata portion of Administrative Costs; then
 - b. To calculate and deposit fifty percent (50%) the Town TIRZ Increment, after the prorated portion of the Administrative Costs, into the Infrastructure Fund of the TIRZ No. 2 Fund to pay for Tier One Projects, pursuant to any TIRZ Agreement; then
 - c. To calculate and deposit thirty percent (30%) the Town TIRZ Increment, after the prorated portion of the Administrative Costs, into the Infrastructure Fund of the TIRZ No. 2 Fund to pay for Tier Two Projects, pursuant to any TIRZ Agreement; then

- d. To calculate and deposit fifty percent (50%) the County TIRZ Increment, after the prorated portion of the Administrative Costs, into the Infrastructure Fund of the TIRZ No. 2 Fund to pay for Tier One Projects, pursuant to any TIRZ Agreement; then
- e. To calculate and deposit thirty percent (30%) the County TIRZ Increment, after the prorated portion of the Administrative Costs, into the Infrastructure Fund of the TIRZ No. 2 Fund to pay for Tier Two Projects, pursuant to any TIRZ Agreement; then
- f. At the discretion of the Town Council in accordance with the Act.

SECTION 13: ECONOMIC DEVELOPMENT PROGRAM

13.1 Economic Development Program

The Town Council and the Board have determined it to be necessary and convenient to the accomplishment of the objectives of the Zone to establish and provide for the administration of the Economic Development Program that may be used to incentivize development. The Economic Development Program established in this Section is authorized by the Economic Development Provision. Pursuant to the Economic Development Provision, the Town Council grants the Board all the powers of the Town under Chapter 380 of the Texas Local Government Code.

The Economic Development Program will further the public purpose of developing and diversifying the economy of the Zone. All grants that are part of the Economic Development Program serve the public purpose of attracting new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the real property tax base for all taxing units within the Zone, and increased job opportunities

for residents of the Town, County, and the region. Examples of development to be considered for incentives through the Economic Development Program are identified on **Exhibit I**.

13.2 Developer Performance Plan

In order to be eligible to receive grant funding through the Economic Development Program, the Developer shall perform the following Developer obligations:

- 1) Construct the horizontal infrastructure necessary to serve the property to be incentivized; and
- 2) Construct the vertical infrastructure and private infrastructure to the standards set forth by the Town in the applicable planned development ordinances and necessary to serve the property to be incentivized; and
- 3) Receive a Town issued certificate of occupancy for an entity that meets the requirements detailed on **Exhibit I**.

13.3 Payments Under Economic Development Program

In order to receive payments from the Economic Development Fund within the TIRZ No. 2 Fund for projects eligible under the Economic Development Program, pursuant to a TIRZ Agreement, the Developer must file a written request for payment, substantially in for attached as **Exhibit J**. At a minimum, the request for payment shall include (i) the amount requested for payment from the TIRZ No. 2 Fund as determined by the Town's TIRZ administrator, (ii) the payees, and (iii) the wiring information for such payees.

SECTION 14: DURATION OF THE ZONE, TERMINATION

14.1 Duration

The stated term of the Zone shall commence on the creation of the Zone, and shall continue for thirty (30) years, with the last payment being due by January 31, 2054, unless otherwise terminated in accordance with the Creation Ordinance.

14.2 Termination

The Zone will terminate prior to the expiration of its stated term if the Project Costs have been fully funded. If upon expiration of the stated term of the Zone, the Project Costs have not been collected into the TIRZ No. 2 Fund, the Town and, if applicable, the County shall have no obligation to pay the shortfall, and the term shall not be extended. Nothing in this section is intended to prevent the Town from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Amended Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Amended Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Map of the Planned Development
Exhibit C	Non-Project Costs
Exhibit D	Project Costs
Exhibit E	Estimated Timeline of Incurred Costs
Exhibit F	Feasibility Study
Exhibit G	Proposed Uses of the Property
Exhibit H	Maps of the Public Improvements
Exhibit I	Economic Development Program Projects
Exhibit J	Form of Request for Payment
Exhibit K	Parcel Identification

EXHIBIT A – MAP OF THE ZONE

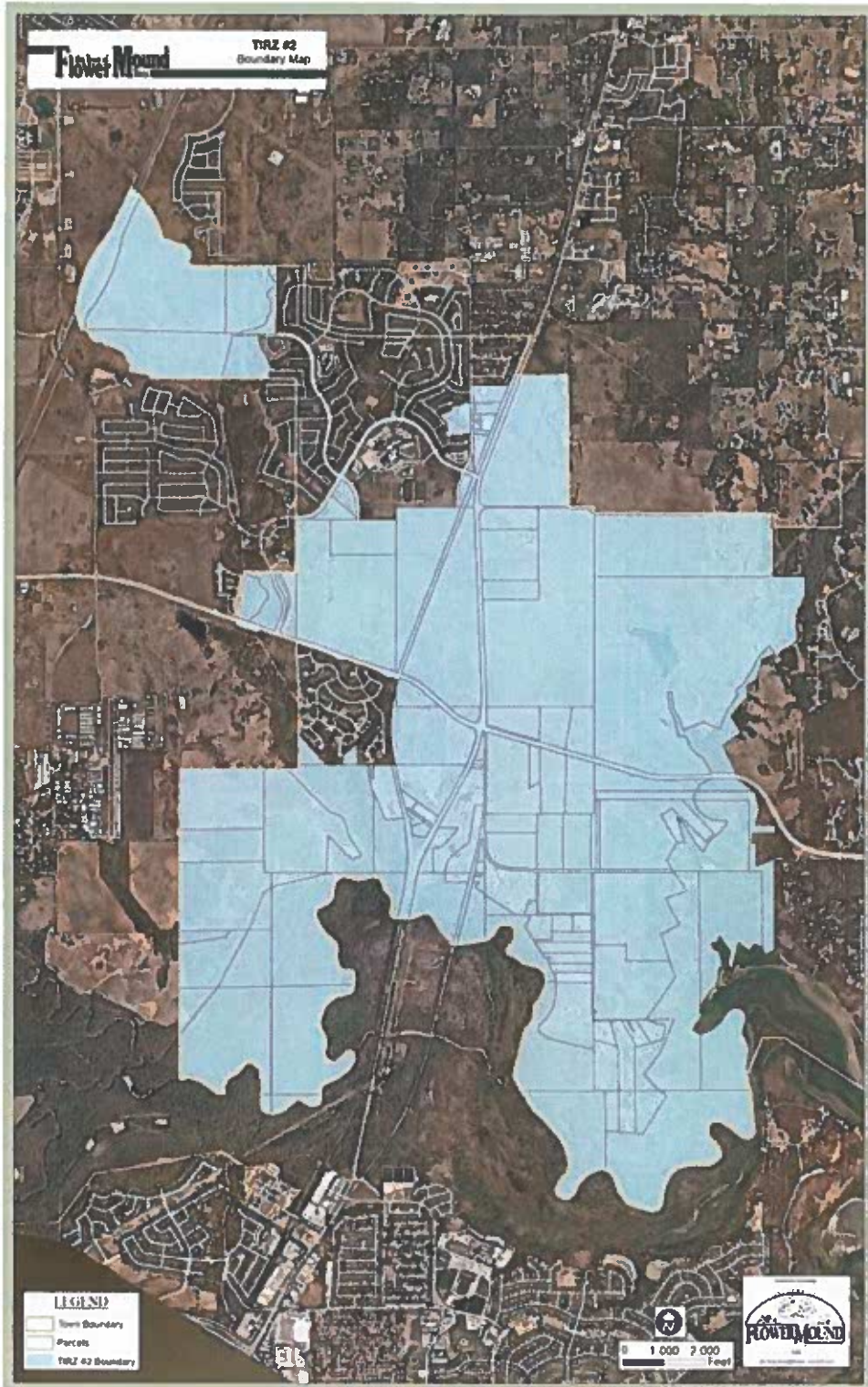
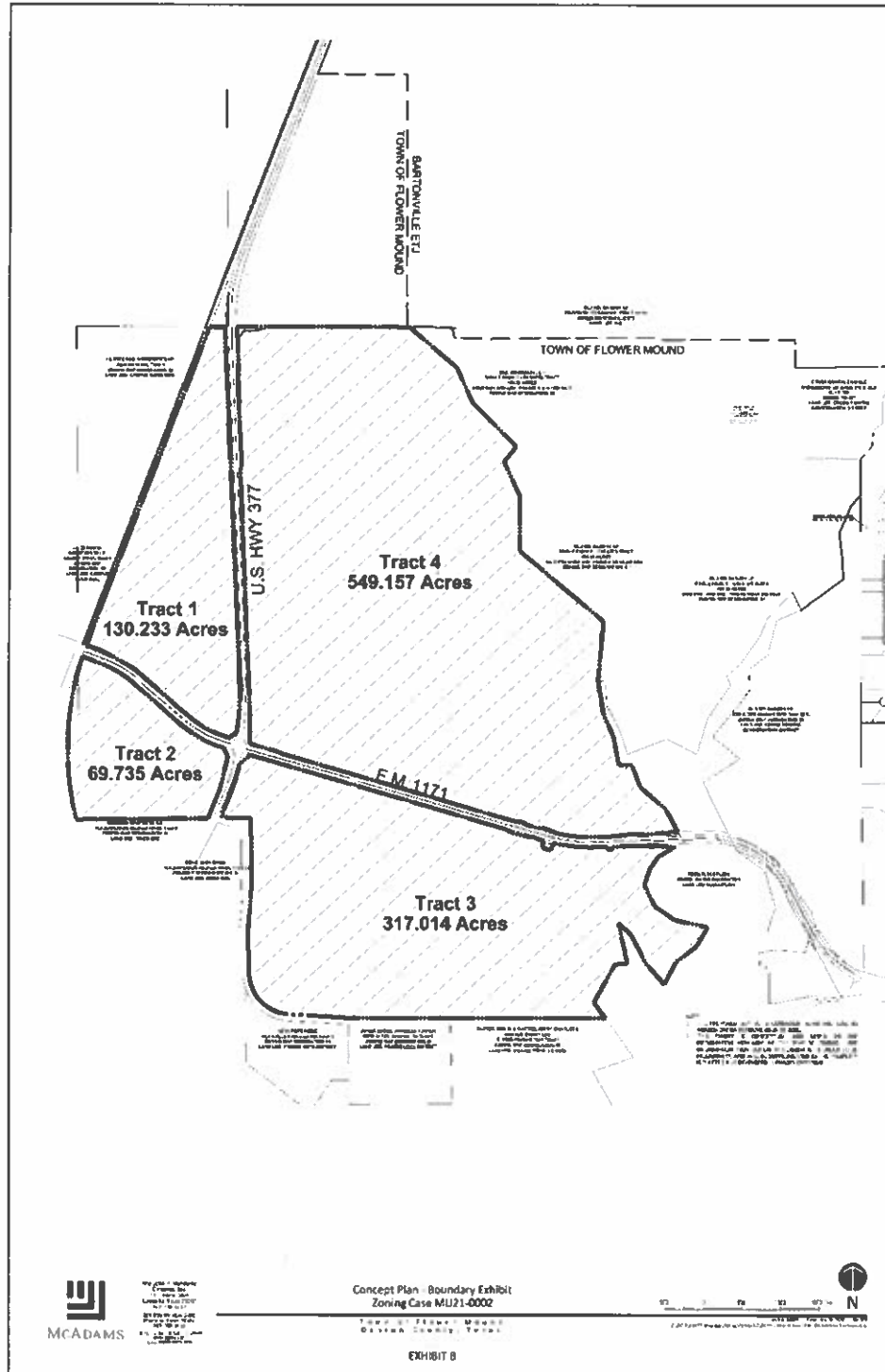


EXHIBIT B – MAP OF THE PLANNED DEVELOPMENT

Furst Ranch MU Area: Ordinance 48-22



Furst Ranch Prairie Vista Area: Ordinance 10-22

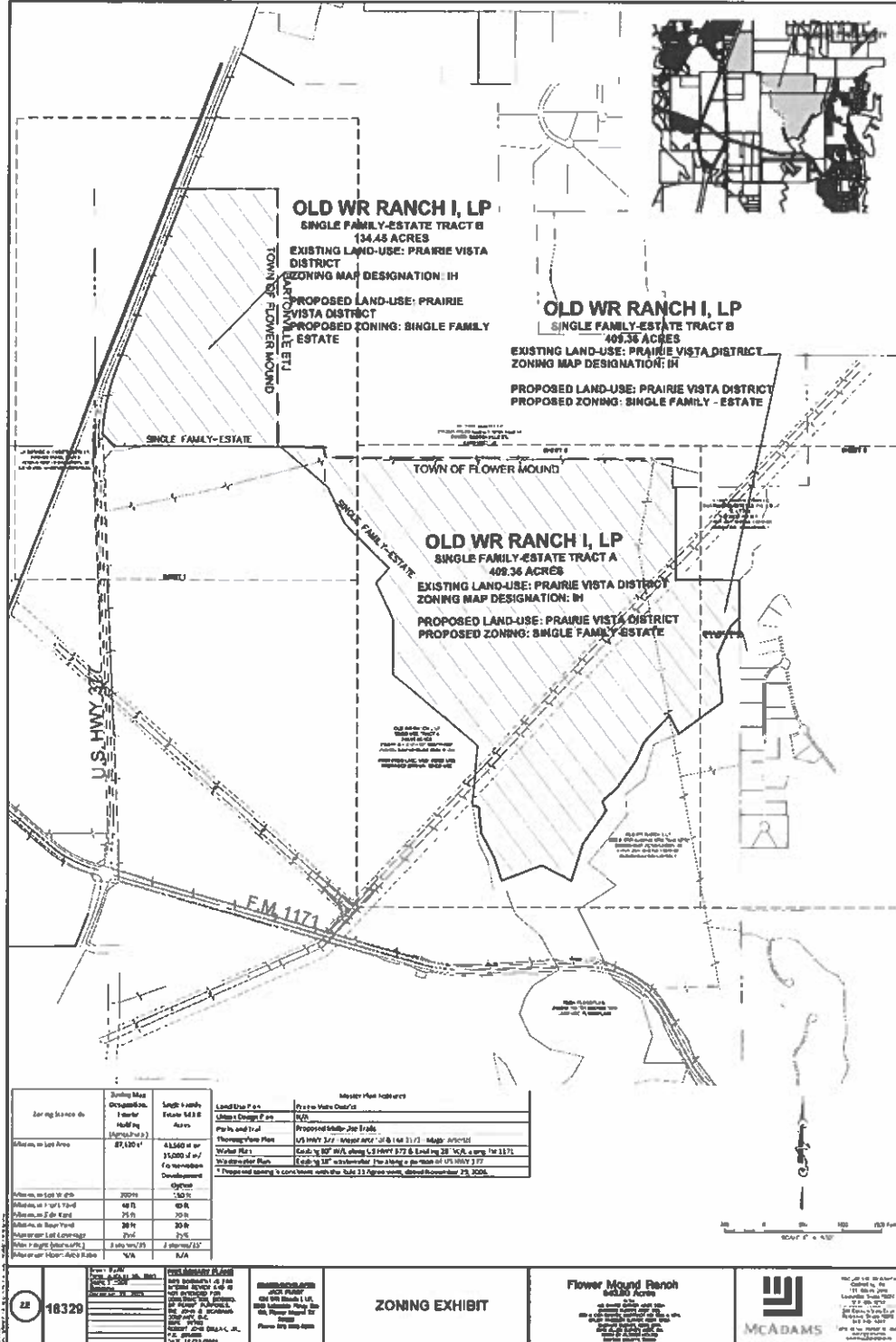


EXHIBIT C – NON-PROJECT COSTS

Reinvestment Zone Number Two, Town of Flower Mound, Texas Non-Project Costs

Category	Total ^[a]
STREETS / STORM SEWER	\$ 359,578,249
WATER	\$ 99,457,428
WASTEWATER	\$ 54,459,916
PUBLIC TRAIL LINKAGES AND EXTENSIONS	\$ 3,946,645
IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS)	\$ 50,268,699
IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE (EXCLUDING TRAILS)	\$ 54,803,881
PUBLIC PARKWAY IMPROVEMENTS (EXCLUDING TRAILS)	\$ 27,680,790
SOFT COSTS	\$ 381,381,382
CONTINGENCY	\$ 97,529,341
Total	\$ 1,129,106,331

Footnotes:

[a] Costs shown for illustrative purposes only, subject to change.

EXHIBIT D – PROJECT COSTS

Reinvestment Zone Number Two, Town of Flower Mound, Texas Project Costs

Category	Costs ^[a]
Tier One Projects	
STREETS / STORM SEWER	\$ 116,517,700
WATER	\$ 42,198,000
WATER REUSE	\$ 36,517,000
WASTEWATER	\$ 30,972,500
PARKS	\$ 103,100,000
SOFT COSTS	\$ 49,220,843
CONTINGENCY	\$ 19,941,053
Tier Two Projects	
MASTER PLAN TRAILS	\$ 14,471,179
PUBLIC OPEN SPACE IMPROVEMENTS (EXCLUDING TRAILS)	\$ 21,000,000
REQUIRED MONUMENTATION	\$ 1,450,000
SOFT COSTS	\$ 7,896,276
CONTINGENCY	\$ 4,879,071
PUBLIC FACILITIES	\$ 156,920,000
Public Improvements Subtotal	\$ 605,083,622
Municipal Services	\$ 107,872,317
Economic Development Program	\$ 114,233,060
Administrative Costs	\$ 811,362
Total Project Costs	\$ 828,000,360

Footnotes:

[a] Costs shown for illustrative purposes only, subject to change.

EXHIBIT E – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number Two, Town of Flower Mound, Texas
Estimated Timeline of Incurred Project Costs

Zone Year	Calendar Year	Administrative Costs ^(a)	Economic Development Program ^(b)	CIP Eligible Projects	Major Improvements	Public Facilities	Parks	Municipal Services	Total Cost ^(c)
Base	2023								
1	2024	\$ 20,000	\$ 3,807,769	\$ -	\$ -	\$ -		\$ -	\$ 3,827,769
2	2025	\$ 20,400	\$ 3,807,769	\$ -	\$ -	\$ -		\$ -	\$ 3,828,169
3	2026	\$ 20,808	\$ 3,807,769	\$ 7,137,128	\$ 1,078,624	\$ 3,736,168	\$ 2,454,747	\$ -	\$ 18,235,244
4	2027	\$ 21,224	\$ 3,807,769	\$ 7,351,241	\$ 1,110,983	\$ 3,848,253	\$ 2,528,390	\$ -	\$ 18,667,860
5	2028	\$ 21,649	\$ 3,807,769	\$ 7,571,779	\$ 1,144,312	\$ 3,963,701	\$ 2,604,241	\$ -	\$ 19,113,451
6	2029	\$ 22,082	\$ 3,807,769	\$ 7,798,932	\$ 1,178,642	\$ 4,082,612	\$ 2,682,369	\$ -	\$ 19,572,405
7	2030	\$ 22,523	\$ 3,807,769	\$ 8,032,900	\$ 1,214,001	\$ 4,205,090	\$ 2,762,840	\$ -	\$ 20,045,123
8	2031	\$ 22,974	\$ 3,807,769	\$ 8,273,887	\$ 1,250,421	\$ 4,331,243	\$ 2,845,725	\$ -	\$ 20,532,018
9	2032	\$ 23,433	\$ 3,807,769	\$ 8,273,887	\$ 1,250,421	\$ 4,331,243	\$ 2,845,725	\$ -	\$ 20,532,478
10	2033	\$ 23,902	\$ 3,807,769	\$ 8,273,887	\$ 1,250,421	\$ 4,331,243	\$ 2,845,725	\$ -	\$ 20,532,947
11	2034	\$ 24,380	\$ 3,807,769	\$ 8,522,104	\$ 1,287,934	\$ 4,461,180	\$ 2,931,097	\$ 2,913,421	\$ 23,947,884
12	2035	\$ 24,867	\$ 3,807,769	\$ 8,777,767	\$ 1,326,572	\$ 4,595,016	\$ 3,019,030	\$ 3,237,134	\$ 24,788,154
13	2036	\$ 25,365	\$ 3,807,769	\$ 12,771,223	\$ 1,930,097	\$ 6,685,524	\$ 4,392,541	\$ 3,498,231	\$ 33,110,751
14	2037	\$ 25,872	\$ 3,807,769	\$ 8,830,472	\$ 1,334,537	\$ 4,622,606	\$ 3,037,157	\$ 3,759,328	\$ 25,417,741
15	2038	\$ 26,390	\$ 3,807,769	\$ 9,095,386	\$ 1,374,573	\$ 4,761,284	\$ 3,128,272	\$ 4,020,425	\$ 26,214,099
16	2039	\$ 26,917	\$ 3,807,769	\$ 9,368,248	\$ 1,415,810	\$ 4,904,123	\$ 3,222,120	\$ 4,281,523	\$ 27,026,509
17	2040	\$ 27,456	\$ 3,807,769	\$ 9,649,295	\$ 1,458,285	\$ 5,051,247	\$ 3,318,784	\$ 4,542,620	\$ 27,855,454
18	2041	\$ 28,005	\$ 3,807,769	\$ 9,938,774	\$ 1,502,033	\$ 5,202,784	\$ 3,418,347	\$ 4,803,717	\$ 28,701,428
19	2042	\$ 28,565	\$ 3,807,769	\$ 9,938,774	\$ 1,502,033	\$ 5,202,784	\$ 3,418,347	\$ 5,064,814	\$ 28,963,086
20	2043	\$ 29,136	\$ 3,807,769	\$ 9,938,774	\$ 1,502,033	\$ 5,202,784	\$ 3,418,347	\$ 5,325,911	\$ 29,224,754
21	2044	\$ 29,719	\$ 3,807,769	\$ 10,236,937	\$ 1,547,094	\$ 5,358,867	\$ 3,520,897	\$ 5,587,008	\$ 30,088,292
22	2045	\$ 30,313	\$ 3,807,769	\$ 10,544,045	\$ 1,593,507	\$ 5,519,633	\$ 3,626,524	\$ 5,848,105	\$ 30,969,897
23	2046	\$ 30,920	\$ 3,807,769	\$ 13,592,383	\$ 2,054,198	\$ 7,115,388	\$ 4,674,971	\$ 6,076,029	\$ 37,351,656
24	2047	\$ 31,538	\$ 3,807,769	\$ 14,000,154	\$ 2,115,824	\$ 7,328,849	\$ 4,815,220	\$ 6,303,952	\$ 38,403,306
25	2048	\$ 32,169	\$ 3,807,769	\$ 14,420,159	\$ 2,179,299	\$ 7,548,715	\$ 4,959,677	\$ 6,531,875	\$ 39,479,662
26	2049	\$ 32,812	\$ 3,807,769	\$ 14,852,764	\$ 2,244,678	\$ 7,775,176	\$ 5,108,467	\$ 6,759,798	\$ 40,581,464
27	2050	\$ 33,468	\$ 3,807,769	\$ 15,298,347	\$ 2,312,018	\$ 8,008,432	\$ 5,261,721	\$ 6,987,722	\$ 41,709,476
28	2051	\$ 34,138	\$ 3,807,769	\$ 15,757,297	\$ 2,381,378	\$ 8,248,684	\$ 5,419,573	\$ 7,215,645	\$ 42,864,484
29	2052	\$ 34,820	\$ 3,807,769	\$ 15,757,297	\$ 2,381,378	\$ 8,248,684	\$ 5,419,573	\$ 7,443,568	\$ 43,093,090
30	2053	\$ 35,517	\$ 3,807,769	\$ 15,757,297	\$ 2,381,378	\$ 8,248,684	\$ 5,419,573	\$ 7,671,491	\$ 43,321,710
Total		\$ 811,362	\$ 114,233,060	\$ 299,761,136	\$ 45,302,486	\$ 156,920,000	\$ 103,100,000	\$ 107,872,317	\$ 828,000,360

Footnotes

- [a] Values increased at 2% annually.
 [b] Costs are estimated and distributed equally for the duration of the Zone for illustrative purposes only.
 [c] Costs shown for illustrative purposes only, subject to change.

EXHIBIT F – FEASIBILITY STUDY

Reinvestment Zone Number Two, Town of Flower Mound, Texas
Feasibility Study

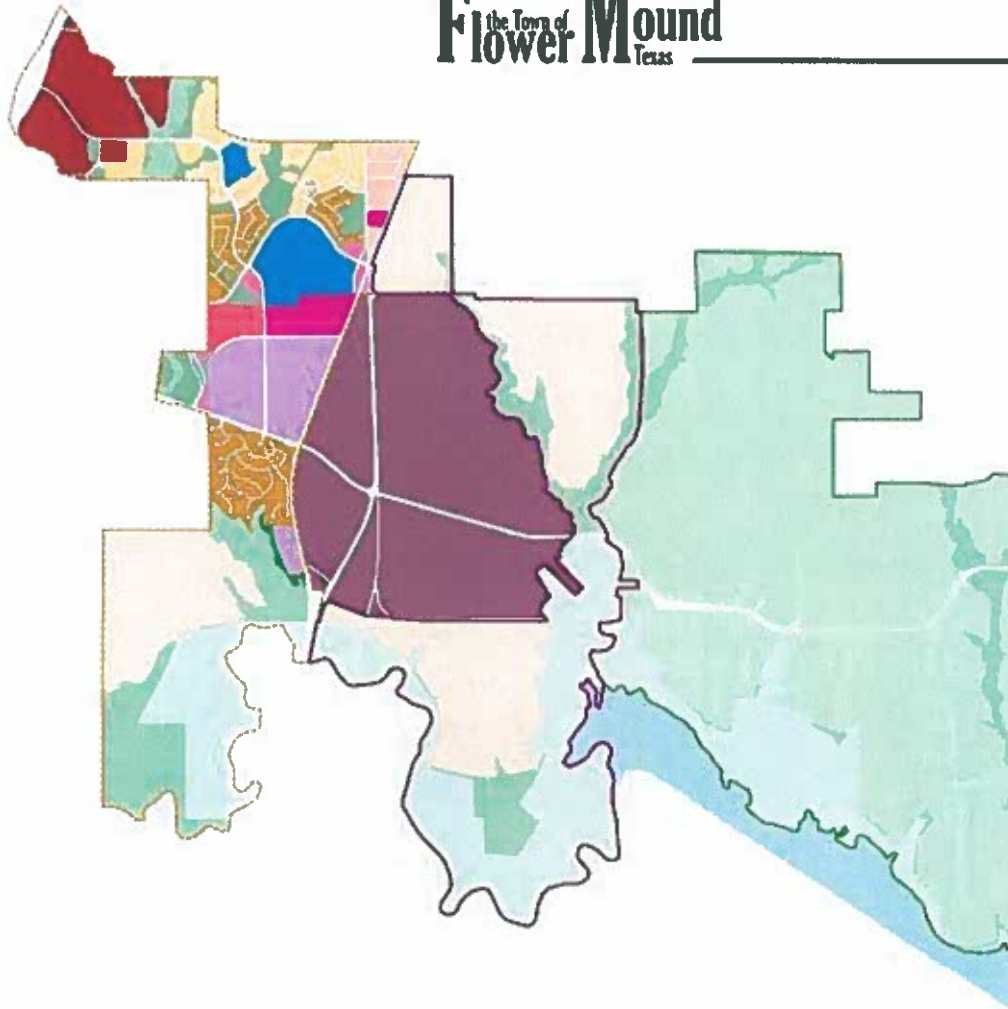
Zone	Calendar	Value	Total Added	Total New Taxable	Total	Town TIRZ (Incremental)	County TIRZ (Incremental)	Total TIRZ (Incremental)	Infrastructure Fund	Economic Development Program
Year	Year	Growth/	Development	Value	Incremental	% Annual	% Annual	% Annual	Annual	Annual
Base	2023									
1	2024	3%	\$	\$ 9,135,805	\$ 35,071,223	0.0%	\$	\$ 35,071,223	\$	\$
2	2025	3%	\$	\$ 44,207,028	\$ 36,397,434	0.0%	\$	\$ 36,397,434	\$	\$
3	2026	3%	\$	\$ 45,533,239	\$ 36,397,434	0.0%	\$	\$ 36,397,434	\$	\$
4	2027	3%	\$	\$ 100,287,925	\$ 147,167,161	0.0%	\$	\$ 147,167,161	\$	\$
5	2028	3%	\$	\$ 101,275,963	\$ 154,558,139	0.0%	\$	\$ 154,558,139	\$	\$
6	2029	3%	\$	\$ 106,174,242	\$ 168,878,124	0.0%	\$	\$ 168,878,124	\$	\$
7	2030	3%	\$	\$ 109,365,469	\$ 174,509,937	0.0%	\$	\$ 174,509,937	\$	\$
8	2031	3%	\$	\$ 112,852,433	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
9	2032	0.00%	\$	\$ 116,238,006	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
10	2033	0.00%	\$	\$ 116,238,006	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
11	2034	3%	\$	\$ 119,721,146	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
12	2035	3%	\$	\$ 123,116,900	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
13	2036	3%	\$	\$ 127,779,065	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
14	2037	3%	\$	\$ 132,800,874	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
15	2038	3%	\$	\$ 138,200,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
16	2039	3%	\$	\$ 144,000,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
17	2040	3%	\$	\$ 150,200,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
18	2041	3%	\$	\$ 156,800,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
19	2042	0.00%	\$	\$ 163,800,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
20	2043	0.00%	\$	\$ 171,200,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
21	2044	3%	\$	\$ 179,000,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
22	2045	3%	\$	\$ 187,200,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
23	2046	3%	\$	\$ 195,800,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
24	2047	3%	\$	\$ 204,800,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
25	2048	3%	\$	\$ 214,200,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
26	2049	3%	\$	\$ 224,000,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
27	2050	3%	\$	\$ 234,200,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
28	2051	3%	\$	\$ 244,800,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
29	2052	0.00%	\$	\$ 255,800,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
30	2053	0.00%	\$	\$ 267,200,810	\$ 181,047,668	0.0%	\$	\$ 181,047,668	\$	\$
Total			\$	\$ 7,213,277,826	\$ 9,441,201,520	\$	\$ 304,623,493	\$ 49,433,918	\$ 354,057,410	\$ 239,822,361

Assumptions
2024 Town AV Rate \$ 9.135805
2024 County AV Rate \$ 0.189485

- Values increased at 3% annually with two years of no growth each decade to simulate an economic downturn.
- Added Development Value based on the Town's actual growth.
- County has not yet agreed to participate and is shown for illustrative purposes only.
- 50% of the Town TIRZ Increment shall be contributed to the Infrastructure Fund for CIP (Eligible Projects) and the 50% County TIRZ Increment to be contributed to the Infrastructure Fund for Tier One Projects.
- Remaining 30% of the Town TIRZ Increment shall fund the Economic Development Program and Municipal Services, or any project identified in the Amended Plan.

EXHIBIT G – PROPOSED USES OF THE PROPERTY

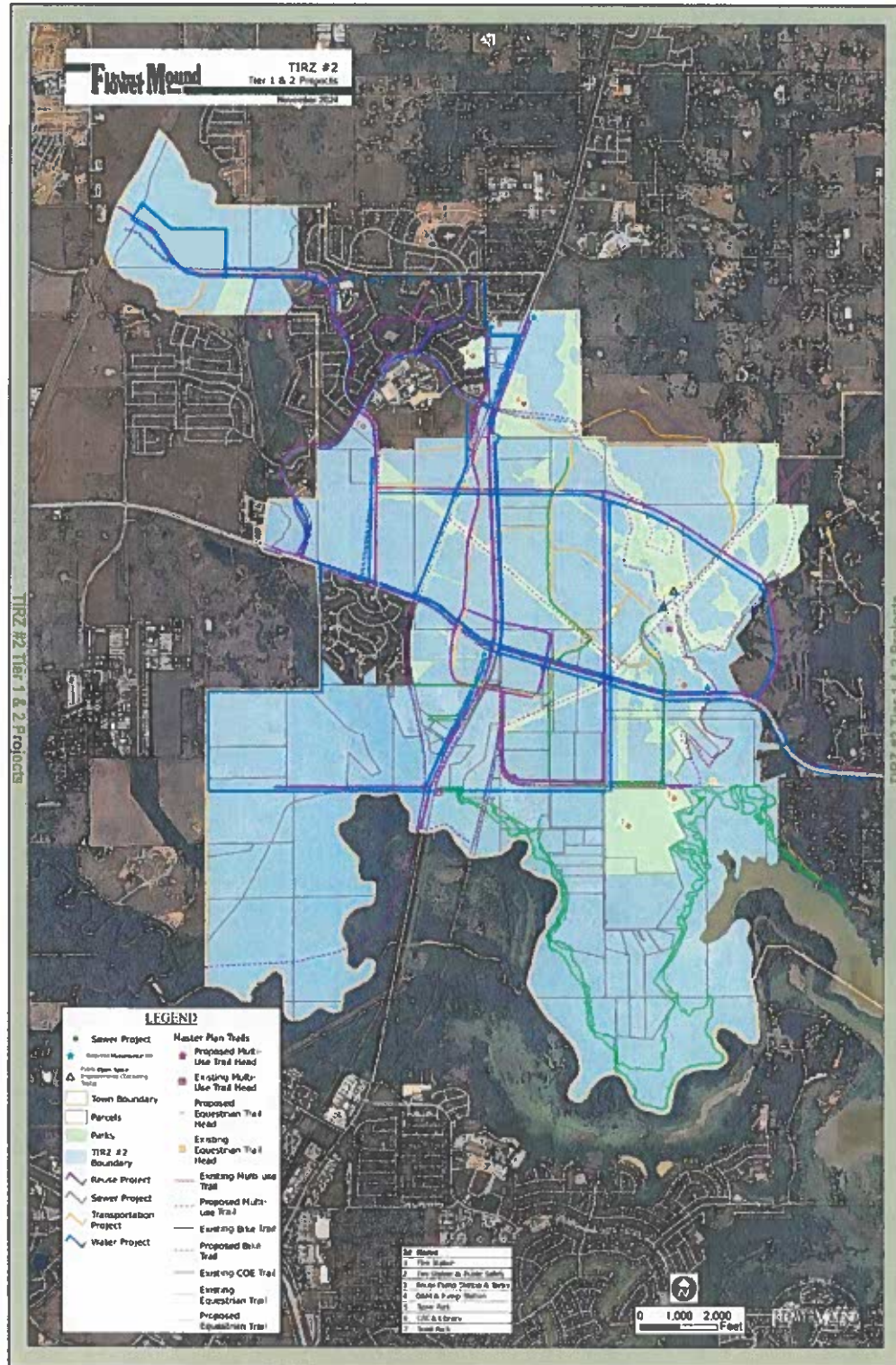
the Town of Flower Mound Texas



This data has been compiled by the Town of Flower Mound and is for informational purposes. Various official and unofficial sources were used to gather this data, but it does not represent an on-the-ground survey and shows only the approximate relative location of property boundaries.

Every effort was made to ensure the accuracy of this data, but it may not be suitable for legal, engineering, or surveying purposes. As such, no guarantee is given or implied as to the accuracy of this data. For official verification of land use and zoning boundaries please contact the Planning Department.

EXHIBIT H – MAPS OF THE PUBLIC IMPROVEMENTS



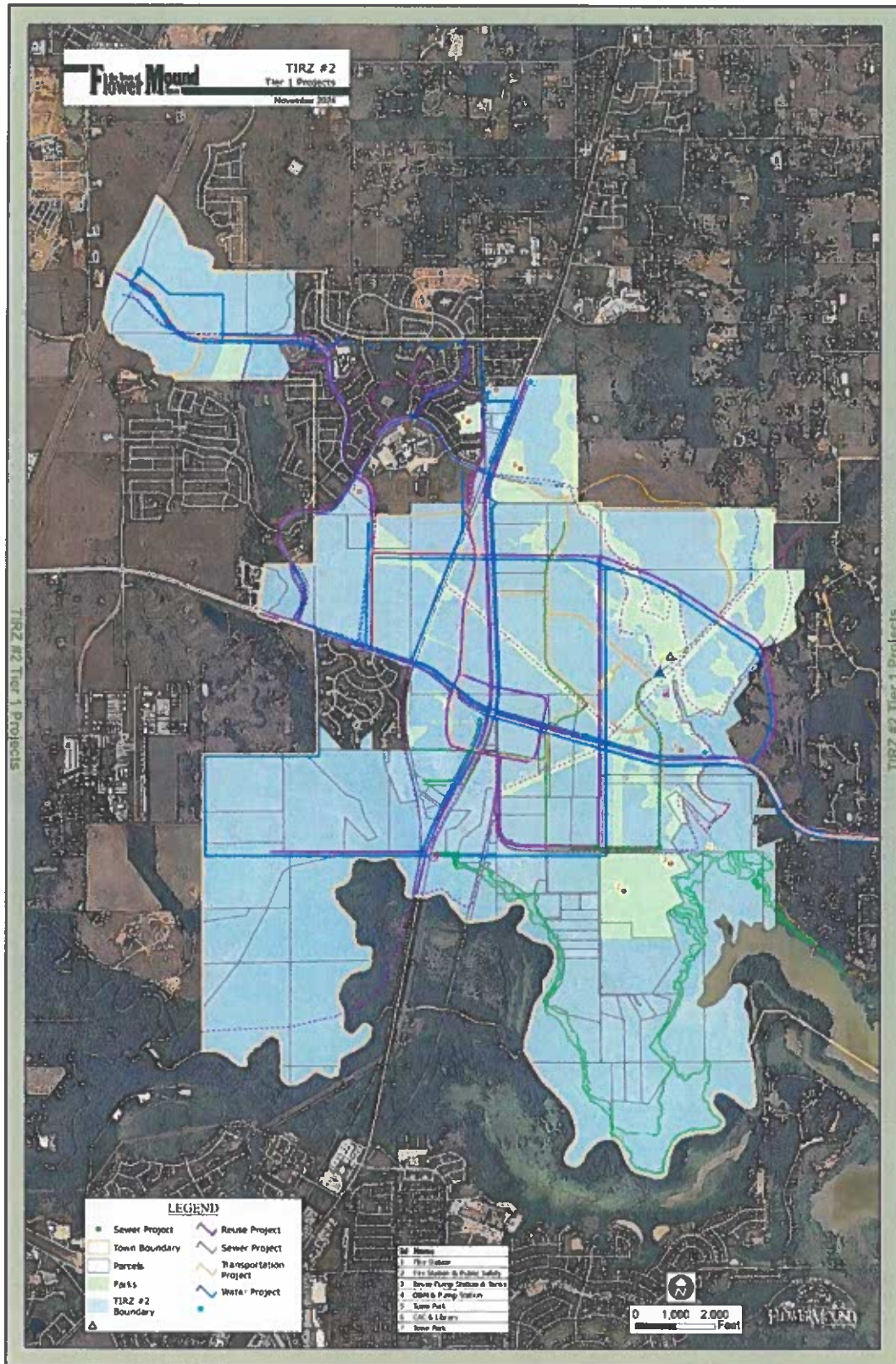


EXHIBIT I – ECONOMIC DEVELOPMENT PROGRAM PROJECTS

1) Upscale Specialty Retailers

Such retail and restaurant uses that are typically categorized as "Class A" including, but not limited to, Upscale Specialty Retailers such as, but not limited to, Apple Store, Lululemon, Anthropologie, Crate and Barrel, Williams Sonoma, Pottery Barn, and REI, and generally found in high-end projects such as The Shops at Legacy or Legacy West in Plano, Texas, Southlake Town Square in Southlake, Texas, Highland Park Village, Dallas, Texas, or comparable high-end projects elsewhere.

2) Specialty and Gourmet Grocers

Regional or neighborhood grocery stores that provide an upscale grocery experience, including, but not limited to, Central Market, Trader Joe's, and H-E-B, or other high-quality Specialty and Gourmet Grocers.

3) Quality Wholesale and Lifestyle Essential Store

A retail or wholesale store that typically sells a higher-end variety of upscale products for home, health, personal care, groceries, electronics and auto. These stores are usually 125,000-150,000 square feet in size and most wholesale are membership only. This category includes, but is not limited to, Costco, Target and BJ's Wholesale.

4) Upscale Restaurant

Any restaurant that focuses on quality food and a refined atmosphere and offers full table service with a premium menu. Examples include, but are not limited to, Capital Grille, Truluck's, Bob's Steak and Chop House, Texas de Brazil, Al Biernet's, Del Frisco's Grille and Perry's Steak House. Upscale Restaurant explicitly excludes casual dining, fast casual dining, and fast-food restaurant, with or without a drive-thru.

5) Super Retail Store

Large-scale, high-volume retail stores specializing in furniture, home goods, or sporting goods that attract shoppers from a wide geographic region, including, but not limited to IKEA, Scheels, Bass Pro Shop, Cabela's, and NFM.

6) Shopping Center

A multi-tenant, multi-building shopping center consisting of buildings comprising a minimum of 250,000 square feet for retail, office, medical office, personal service, and restaurant uses, as those terms are defined in the Town's Code of Ordinances or uses otherwise allowed within the Town's Mixed-Use Transition – Major Roadway character zone of the Town's Mixed Used Zoning District Regulations. To be eligible, the combined building square footage of the Shopping Center must include uses from the Economic

Development Program Projects that comprise of at least fifty percent (50%) of the Shopping Center square footage.

7) Class A Office Space

High-quality office projects designed to attract professional businesses and corporate tenants, and regional and national headquarters, offering premier amenities, advanced technology infrastructure, and high-end finishes that align with Class A office buildings in Denton and Collin Counties, Texas.

8) Upscale Hospitality

A full-service hotel or lodging use rated "Upper Upscale" or better by the Smith Travel Research report, commonly referred to as the STAR report.

9) Entertainment District

A type of arts district with a high concentration of theatres, both live and digital, performing arts venues, cultural attractions (museums, galleries and other cultural institutions), which includes retail space with experiential entertainment such as Chicken and Pickle, interactive gaming and specialty restaurants.

10) Recreation Facilities

Public buildings and grounds for community entertainment, relaxation, social activity and other leisure activities. These can be both indoor or outdoor and may include stages, amphitheaters, botanical gardens, and waterparks are a few examples.

In the event of a dispute regarding whether a particular use meets one of the above definitions, such determination shall be reviewed and determined by the TIRZ Board, or their designee.

EXHIBIT J – FORM OF REQUEST FOR PAYMENT

REQUEST FOR PAYMENT

The undersigned is an agent for _____ (the “Requestor”) and requests payment from Economic Development Fund of Reinvestment Zone Number Two, Town of Flower Mound, Texas (TIRZ No. 2) from the Town of Flower Mound, Texas (the “Town”) in the amount of \$ _____ (the “Chapter 380 Grant”). All capitalized terms not otherwise defined herein shall have meaning given to such term in that certain Chapter 380 Economic Development Agreement, entered in to as of _____, by and between the Town and the Developer (the “TIRZ Agreement”).

In connection to the above referenced payment, the Requestor represents and warrants to the Town as follows:

1. The undersigned is a duly authorized officer of the Requestor, is qualified to execute this Request for Payment on behalf of the Requestor and is knowledgeable as to the matters set forth herein.
2. The Chapter 380 Grant requested has been reviewed by the TIRZ administrator and TIRZ Board and found to be compliant with the Chapter 380 Economic Development Program.
3. The Chapter 380 Grant requested has not been the subject of any prior payment request submitted to the Town or, if previously requested, no disbursement was made with respect thereto.
4. The Town is hereby instructed to provide the Chapter 380 Grant to the following payee(s) pursuant to the attached wiring instructions.
5. The Developer Obligations as set forth in Section _____ of the TIRZ Agreement have been fulfilled.

[REQUESTOR SIGNATURE BLOCK]

By: _____

Name: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT K – PARCEL IDENTIFICATION

Property IDs					
757322	68296	64905	464314	165014	1024797
757321	68015	64902	331390	165013	1024796
757320	67692	64791	331389	165012	1024795
752733	67691	64776	303674	165011	1024793
752732	67690	64776	296969	165010	1024792
731177	67689	64622	268308	165009	1024791
731175	67688	64620	258635	162981	1024790
72913	67274	64618	247046	156651	1024789
72908	658831	64596	239350	154820	1024788
715469	657617	64590	219487	151184	1024787
70718	64956	64588	219483	149229	1024786
70663	64955	64588	219477	123004	1024785
70662	64955	64587	219475	122452	1024784
692510	64954	64587	208365	122037	1024783
68684	64953	64583	208108	111156	1024782
68682	64951	64581	208051	111155	1024781
68680	64949	64540	208047	1024803	1024780
68678	64948	64535	208045	1024802	1024779
68669	64945	64530	208044	1024801	1024778
68387	64943	64530	208044	1024800	1024777
68309	64939	537189	178736	1024799	1024776
68307	64937	468689	178735	1024798	



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

DATE: February 16, 2026
FROM: Brian Waltenburg, Director of Public Works
ITEM: **Consider approval of a Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for Work Order System Analysis and Improvement services for the Utility Asset Management project, in the amount of \$588,000; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Public Works and Parks & Recreation Departments use Cityworks as their work order and asset management system. As Cityworks transitions to a cloud-based platform, the Town must upgrade its network configuration, software versions, and improve internal workflows to ensure continued operation, reliability, and efficiency.

Cityworks supports the management of critical Town assets, including streets, utilities, drainage infrastructure, and park facilities. The system allows staff to track asset condition, maintenance needs, and replacement planning, helping the Town make informed decisions that extend asset life, reduce risk, and control long-term costs.

A recent evaluation of the Cityworks system identified opportunities to improve performance, efficiency, and usability. This project implements those recommendations through system updates, staff training, and workflow improvements. The work also includes migrating from the current legacy system to a modern, cloud-based platform, ensuring the Town remains aligned with industry standards and practices.

The project also includes system integration improvements. This work will connect Cityworks, the Town's GIS system, and the Fire Department's Fireworks software, allowing information to be shared automatically between systems. This integration will improve accuracy, reduce manual data entry, and ensure timely updates to fire hydrant maintenance and operational status, supporting public safety.

Town staff recommend 1898 & Company for this work based on their previous experience with the Town and their expertise in asset management and GIS systems. This project is part of the Town's Utility Asset Management Capital Improvement Program and the Parks & Recreation Asset Management initiative and supports efficient service delivery, improved decision-making, and long-term infrastructure sustainability.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$588,000

Proposed Expenditure/(Revenue)

Account Number(s):

\$456,000
\$110,000
\$22,000

630-970-96004-6180 \$78,000 (Public Works)
610-970-96004-6180 \$150,000 (Public Works)
630-960-96004-6170 \$78,000 (Public Works)
610-960-96004-6170 \$150,000 (Public Works)
100-630-33000-5110 (Parks)
Fund 100 (IT)

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. Flower Mound - GIS Cityworks DRAFT
2. PSA 1898 & Co.

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



PROPOSAL FOR

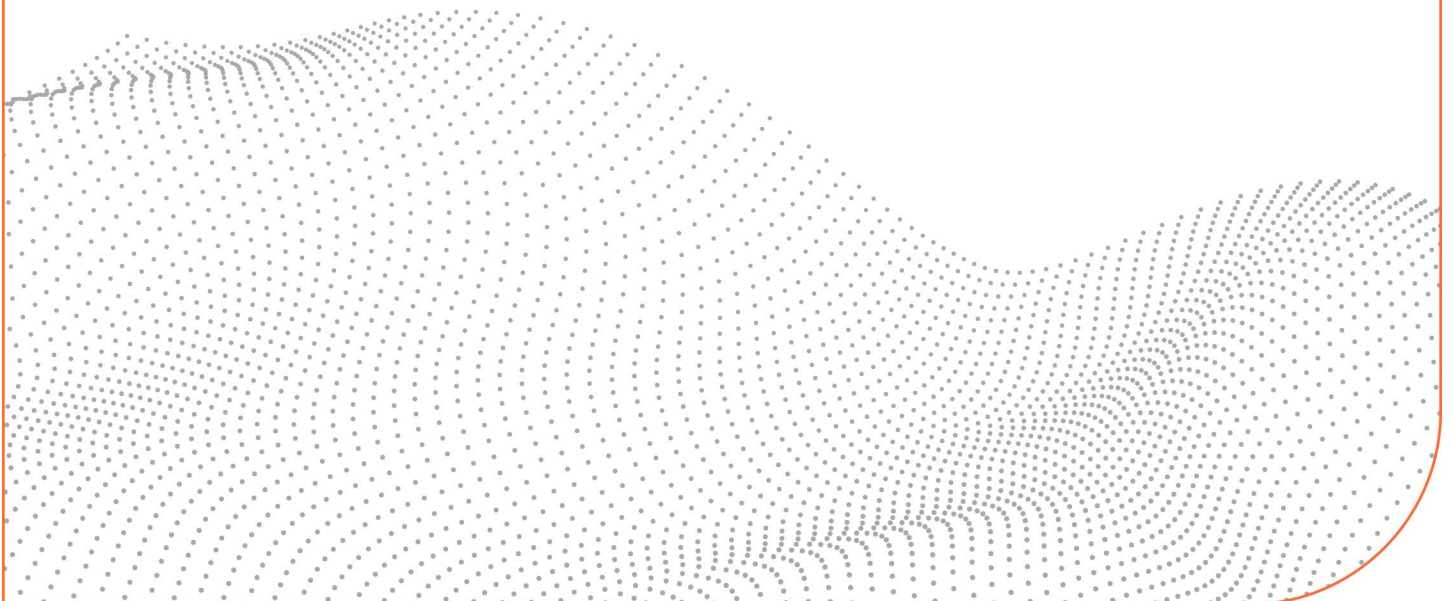
GIS & CITYWORKS IMPLEMENTATION - PUBLIC WORKS AND PARKS



SUBMITTED TO

THE TOWN OF FLOWER MOUND, TX

FEBRUARY 2, 2026



February 2, 2026

Andrew Lupher
GIS Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Re: Proposal for GIS & Cityworks Implementation

Dear Andy,

1898 & Co.®, a part of Burns & McDonnell, is honored to submit our proposal to the Town of Flower Mound for a GIS & Cityworks implementation. Having previously performed an assessment of GIS and Cityworks technology for the Town, we have gained valuable insight into Flower Mound's unique pain points, operational challenges, and aspirations. This familiarity has directly informed our recommendations and positions us as a well-equipped partner who truly understands your needs.

Our team brings a wealth of expertise in municipal technology solutions, with a proven track record of successful Cityworks and GIS implementations for communities similar to yours. We recognize that Flower Mound is seeking not just a technical solution, but a partner who can help drive efficiency, transparency, and improved service delivery across Parks, Public Works, and beyond.

As an industry leader, we offer deep experience in integrating GIS and asset management systems to modernize operations, enhance data-driven decision-making, and empower staff with user-friendly tools. Our approach emphasizes stakeholder engagement, tailored training, and strategic planning to ensure long-term success. By selecting 1898 & Co., Flower Mound will benefit from:

- **Seamless Integration:** We specialize in integrating GIS and Cityworks to create a unified platform for managing assets, work orders, and service requests, reducing duplication and manual effort.
- **Improved Operational Efficiency:** Automated workflows and real-time data access will help your teams respond faster to citizen needs and proactively maintain infrastructure.
- **Enhanced Transparency and Accountability:** Robust reporting and analytics will provide visibility into operations, supporting better resource allocation and continuous improvement.
- **Scalable Solutions:** Our systems are designed to grow with your community, adapting to future needs and technology advancements.

The following sections outline our proposed scope, schedule, and cost for supporting Flower Mound's needs. We are committed to collaborating closely with your staff throughout implementation, maximizing the value realized from this project.

Thank you for considering our proposal and for the opportunity to contribute to Flower Mound's continued progress. Please do not hesitate to contact me directly with any questions or for further discussion. We look forward to partnering with you and delivering meaningful results for your community!

Sincerely,



Robert Burns, GISP

Senior Geospatial Project Manager, 1898 & Co.



Brian Hiller

Senior Managing Director, 1898 & Co.



Chris Underwood

Vice President, 1898 & Co

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Project Understanding

Project Background

The Town of Flower Mound engaged 1898 & Co. to conduct a comprehensive assessment of Cityworks Asset Management System (AMS) and GIS workflows within its Parks Department and Public Works Department - including, Street Services, Drainage/Stormwater, Utility Line Maintenance (ULM), Utility Operations, ULM Warehouse, and Traffic Operations as well as the Leadership and GIS/IT teams. This assessment aimed to evaluate the current operational landscape, identify opportunities for improvement, and set the foundation for transformative enhancements across the two departments.

This proposal outlines the scope, approach, deliverables, and pricing for implementing the recommendations from the Cityworks and GIS Assessment conducted for the Town of Flower Mound.

Systematic Execution of Prioritized Improvements

This proposal includes the most critical recommendations identified in the assessment and accompanying roadmap. This approach allocates resources toward initiatives that deliver the greatest value across the two departments, promoting efficiency and maximizing the positive impact of each improvement.

Focus Areas

Optimizing Adoption, Data Quality, and Cross-Division Consistency

The project will focus on enhancing user engagement and proficiency with the Cityworks Asset Management System (AMS) across the Parks and Public Works divisions. By enhancing the accuracy and reliability of both asset and work order data, the initiative aims to ensure that the information entered and maintained within the system is reliable and useful for operational purposes. Additionally, establishing uniform standards and practices across all divisions will foster enhanced collaboration, promote shared outcomes, and support organizational cohesion. This approach will help drive consistent adoption, streamline processes, and improve data quality across the town.

Improving GIS Integration and Reporting

The project will focus on deepening the integration between the Town's GIS systems and Cityworks AMS. This effort aims to enable seamless data exchange and facilitate advanced spatial analysis capabilities. As a result, stakeholders will benefit from more robust and real-time reporting tools, which provide actionable insights that support informed strategic decision-making. Enhanced GIS integration will empower the Town to leverage geographic information for improved operational efficiency and informed planning.

Optimizing Cityworks Configuration, Workflow Efficiency, and Governance

Enhancements to the Cityworks Asset Management System configuration and workflows will streamline daily operations. These modifications will address existing bottlenecks and inefficiencies while also establishing clear governance structures. The result will be sustained oversight and a foundation for ongoing, continuous improvement.

Enhancing the GIS Data Model and Bi-Directional Integration

The project will focus on refining the GIS data architecture, enabling robust bi-directional data exchange between GIS and Cityworks AMS. This integration increases the likelihood that data remains synchronized and readily accessible for both field and office staff, supporting efficient operations and informed decision-making.

Developing Self-Service Reporting and Public Engagement Tools

New self-service reporting capabilities and public engagement tools will be introduced. These resources will enable both staff and members of the public to access reports and information independently, thereby increasing transparency and fostering stronger community involvement in municipal operations.

Project Approach

Strategic Approach to Parks and Public Works Transformation

By focusing on the outlined areas, the Town of Flower Mound is working toward the development of a fully integrated, data-driven, and highly efficient public works operation. This initiative is designed to improve service delivery and establish the foundation for long-term sustainability across municipal operations.

Phased Implementation for Manageable Progress

The plan employs a phased approach, enabling improvements to be introduced in a manner that is both manageable and measurable. This method allows changes to be assessed for effectiveness and adjusted as needed, supporting continuous progress toward operational excellence.

Comprehensive Scope Addressing All Divisions

Each phase of the project is structured to address the diverse needs of each division and stakeholders within the Town. The approach is informed by the original Cityworks and GIS Assessment, ensuring that enhancements are aligned with the established priorities and requirements of the Town's departments.

Scope of Services

To support the Town in prioritizing efforts and allocating resources effectively, each scope of services task was categorized into one of three complexity levels: Standard, Moderate, or Complex. This framework provides transparency regarding the level of effort expected from both Flower Mound staff and 1898 & Co., while also serving as a potential guide for sequenced activities. By defining complexity, the Town can anticipate where staff can lead and take ownership, where partnering on the activity may be necessary, or where a task can most efficiently be handled by 1898 & Co.

This approach also provides a foundation for planning and decision-making. Assigning complexity levels highlights training opportunities for Town staff, identifies where joint participation will strengthen knowledge transfer, and that highly technical tasks are addressed by those with the appropriate skills. Ultimately, this classification system aligns resources with task requirements, reduces risk during implementation, and supports a more sustainable long-term adoption of Cityworks and GIS enhancements.

Complexity	Description
Standard	Flower Mound staff can complete independently or with minimal support from 1898 & Co.
Moderate	Collaborative effort; executed jointly between 1898 & Co. and Flower Mound staff
Complex	1898 & Co. performs the task end-to-end with limited involvement from Flower Mound

General

The following activities are proposed as general tasks to be completed across each Public Works Division and the Parks Department. These efforts represent work common to each group, such as onsite workshops, training sessions, configuration, and reporting enhancements, and are therefore outlined once in this section rather than repeated for every division. Several of these tasks, including the onsite workshops and training, will be conducted during the same onsite engagement to maximize efficiency and minimize disruption to daily operations.

Tasks:

- On-site workshops to document current and future state business processes and workflows that utilize Cityworks. **(Moderate)**
- Provide recommended future state business processes and workflows that will leverage the latest version of Cityworks capabilities and integration with third-party systems. Recommendations will be based on the current state workshop, as well as results from the Assessment Report. **(Complex)**
- On-site training based on future state business processes and workflows recommendations. Training topics will include new capabilities of Cityworks and will focus on gaps identified in the Assessment Report. **(Moderate)**

- Update Equipment, Labor and Material cost data in Cityworks. **(Complex)**
- Configure Inspection Templates for vehicles and equipment to record condition scores and for driver regulatory compliance. **(Moderate)**
- Configure Cityworks work activities to use Predefined Comments and Resolutions. **(Standard)**
- Create role-based Dashboards for field crew, team leader, supervisor and manager to monitor workload, backlog, and performance. **(Moderate)**
- Implement OpX to aggregate work activities, track budgets, plan preventative maintenance, and guide expansions. **(Complex)**
- Convert existing Crystal Reports to Active reports. **(Complex)**
- Migrate the local, on-prem Cityworks application to Trimble Unity. **(Complex)**

Deliverables

- Five (5) days in total of onsite workshops to discuss and develop documentation of current and future state business processes and workflows. Workshops to be done as part of a single on-site engagement, with two (2) 1898 & Co. specialists.
- Five (5) days in total of onsite training based on recommended future state workflows. Training to be done as part of a single on-site engagement, with two (2) 1898 & Co. specialists. (Additional training days can be added using support block hours)
- Cityworks Equipment, Labor, and Materials Costs updated.
- Configure up to five (5) Inspection templates for any combination of vehicles, equipment or for CDL Driver regulatory compliance.
- Configure Predefined Comments and Resolutions for use in work activities.
- Create three (3) role-based dashboards, one for each role: field crew, supervisor, and manager.
- Implement Cityworks OpX, create up to twenty-five (25) project templates.
- Convert up to thirty-five (35) reports from Crystal Reports to Active Reports.
- Migrate the existing on-prem Cityworks application to Trimble Unity. Coordination with Trimble, migration of content (database, reports, print templates, and attachments).
- Cityworks user and licensing audit.

Trimble Unity Migration

1898 & Co. proposes migrating the Town's current on-premise Cityworks environment directly to Trimble Unity Maintain, Trimble's next-generation cloud platform powered by Cityworks. This approach strategically bypasses the interim migration to Cityworks Online (CWOL), reducing project complexity, minimizing disruption, and accelerating the Town's transition to a sustainable, future-ready platform. The direct migration establishes a modern, scalable, and secure foundation for managing the Town's asset and work management operations across all departments while maintaining alignment with existing GIS investments and business processes.

The migration effort will focus on preserving configurations, maintaining data integrity, and ensuring a seamless transition for all Town departments. 1898 & Co. will work closely with Trimble's Site Reliability Engineering (SRE) team to provision and configure the Unity Maintain environment, migrate existing data and templates, and validate core workflows and integrations prior to go-live.

This section provides an overview of Trimble Unity Maintain, outlining licensing considerations, partner responsibilities, prerequisites, and deliverables associated with the migration.

Trimble Unity Maintain Overview

Trimble Unity Maintain represents the next evolution of the Cityworks platform, delivering enterprise asset and work management capabilities within a modern, cloud-hosted environment powered by Cityworks. Built on Trimble's secure enterprise infrastructure within Amazon Web Services (AWS), the platform provides enhanced performance, scalability, and resilience while maintaining full integration with the Town's Esri ArcGIS environment. Unity Maintain preserves the familiar functionality of Cityworks while introducing a refined interface, improved automation, and a framework designed to support the Town's long-term operational and strategic goals.

The platform enables staff to manage service requests, work orders, inspections, and capital projects through a single, centralized system that emphasizes spatial awareness and real-time decision-making. With built-in dashboards, analytics, and operational insights, Unity Maintain enhances visibility across departments, supporting data-driven planning and performance monitoring. Its open API architecture allows for future integration with third-party applications such as Procore and Fireworks, ensuring flexibility and scalability as the Town's technology needs evolve.

Unity Maintain Licensing

Licensing for Trimble Unity Maintain is subscription-based and scaled according to the number of active users, applications, and API connections. Trimble currently offers three primary licensing tiers: Starter, Professional, and Elite Enterprise License Agreements (ELAs), each designed to support a range of operational and integration requirements.

- **Starter Package** includes the foundational Unity Maintain modules (*Admin*, *Respond*, and *Style*). This tier is best suited for organizations seeking to manage day-to-day operations through basic work and service request management capabilities.
- **Professional Package** builds on the Starter tier, adding modules for Storeroom, Workload, and Web Hooks, as well as tools like OpX Projects, eURL, and Web Services Access (basic API access). This option supports divisions that require enhanced reporting, analytics, and departmental integrations.
- **Elite Package (ELA)** includes all functionality from the Starter and Professional tiers, plus advanced modules for OpX Contracts and Budgets, Operational Insights, and Advanced APIs for system-to-system integrations. The Elite tier also includes a Sandbox environment for testing and validation.

Product:	Starter Package	Professional Package	Elite Package
Trimble Unity Maintain	Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's: • Admin • Respond • Style	• Trimble Unity Maintain - Starter Included Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's: • Storeroom Capability • Workload Capability • Equipment Checkout Capability • OpX Projects Capability • eURL Capability • Web Hooks Capability • Web Services Access⁴ • Analytics for Trimble Unity Maintain Capability • Trimble Unity Field's Maintain Functionality⁹	• Trimble Unity Maintain - Starter Included • Trimble Unity Maintain - Professional Included Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's: • OpX Contracts Capability • OpX Budgets Capability • Trimble Unity Maintain Advanced APIs⁵ • Operational Insights Capability • Sandbox Capability (Qty 1)⁸

Note: This licensing graphic is based on information provided by Trimble as of December 2025. Trimble periodically updates its licensing framework without formal notice to implementation partners. As such, this information is provided for planning purposes and may not reflect the most current or official pricing or package structure.

Given the Town's anticipated integration needs, specifically, ongoing API connectivity for Procore, Fireworks, and potential future integrations such as 311 and CCTV, 1898 & Co. recommends evaluating the Elite licensing tier prior to implementation. The decision between the Professional and Elite tiers should be guided by near-term integration priorities and the Town's long-range integration development roadmap. Selecting a lower-tier license initially may offer short-term cost efficiency, with a planned upgrade in the next fiscal year as integration requirements expand.

1898 & Co. will assist the Town with conducting a User and Licensing Audit to:

- Evaluate current Cityworks user allocations and access patterns.
- Identify active, inactive, and infrequent users based on login activity.
- Develop a recommended license mix by user role and department.
- Document findings and recommendations in a Licensing Impact Memo.

This analysis will help the Town validate the appropriate user count, confirm licensing alignment with operational requirements, and supply Trimble with the necessary information to finalize pricing and subscription details.

Partner vs Trimble SRE Activities

The migration from the Town's on-premise Cityworks 23.x environment to Trimble Unity Maintain will follow Trimble's standardized approach for U.S. customers moving directly from On-Prem to Maintain. The process is a joint effort between 1898 & Co. and Trimble's SRE team to ensure a secure, verified, and fully supported transition.

1898 & Co. will act as the Town's implementation partner, responsible for preparing the existing environment, validating data and configurations, and coordinating all testing and acceptance activities.

Trimble SRE will manage cloud environment provisioning, deployment, and post-migration validation within Unity Maintain's production and sandbox environments, hosted in Amazon Web Services (AWS).

Activity	1898 & Co.	Trimble SRE Team
Pre-Migration Preparation	Convert Crystal Reports to Active Reports. Update the database to the latest Cityworks 23 version. Run Data Schema Manager and Database Validation Tool to confirm the readiness of the Cityworks database. Provide Trimble with the validation report and environment details.	
Environment Provisioning	Submit the migration request form and required documentation.	Create a sandbox and production Unity Maintain environments, configure security, and perform initial deployment.
Data Transfer & Validation	Upload the final, cleaned backup (.bak) file to Trimble's secure file transfer site. Validate the sandbox environment post-restore.	Cross-check the .bak file using Trimble's data validation tools. Perform a database restore on both the sandbox and production environments.
Blackout Period & Cut-Over	Coordinate and confirm a blackout window with Town IT/GIS staff to prevent any new record creation during cut-over. Migrate additional site content, including reports, print templates, and attachments.	Deploy the production environment, validate restoration, and confirm successful deployment.
Testing & Acceptance	Validate workflows, reports, integrations, and attachments in the sandbox and production environments. Provide end-user testing support and obtain formal acceptance.	Support post-deployment validation and system readiness verification.
Post-Migration Activities	Provide go-live support, system review, and hypercare documentation. Deliver the final migration report and recommendations.	Maintain ongoing platform availability, backups, and infrastructure monitoring.

This shared-responsibility model ensures that all migration tasks are coordinated, documented, and validated in accordance with Trimble's best-practice standards, while preserving the Town's existing configurations and minimizing disruptions to ongoing operations. All activities outlined above follow Trimble's standardized migration framework for customers transitioning directly from On-Prem to Unity Maintain. The following subsection outlines key prerequisites required to initiate the migration process and prepare the Town's environment for deployment.

Prerequisites

Migration to Trimble Unity Maintain from the Town's existing Cityworks 23.10 environment will require several preparatory steps to ensure system readiness, data integrity, and alignment with Trimble's deployment standards. The following items must be completed prior to initiating the migration process:

- **Licensing and Agreements:** Finalize Unity Maintain subscription agreements, and confirm licensing tier selection (Professional or Elite).
- **Environment Provisioning:** Trimble SRE will provision sandbox and production environments within the AWS-hosted Unity Maintain platform. 1898 & Co. will verify connectivity and configuration readiness prior to data transfer.
- **Data Validation:** 1898 & Co. will run Trimble's Data Schema Manager and Database Validation Tool to verify that the Town's Cityworks database is complete, clean, and compatible with the Unity Maintain schema.
- **Report Conversion:** Identify and catalog all existing Crystal Reports for conversion to Active Reports to align with Trimble Unity Maintain's reporting standards. This step ensures consistent access to interactive, modernized reports post-migration.
- **SSO and IdP Configuration:** The Town will provide Single Sign-On (SSO) and Identity Provider (IdP) details for user authentication, enabling secure integration with existing Active Directory environments. 1898 & Co. will configure SSO within Unity Maintain environments to utilize the identity store configured within ArcGIS.
- **Content Freeze:** A defined content freeze window will be required to ensure no new data is entered into the Cityworks system during the migration cut-over period.
- **Integration Planning:** Confirm any connected systems (e.g., Procore, Fireworks) are ready for reconnection post-migration.
- **Communication and Scheduling:** Establish a joint migration calendar and communication protocol between the Town, 1898 & Co., and Trimble SRE to coordinate activities, validation milestones, and blackout periods.

Completion of these prerequisites will position the Town for a stable and efficient transition to Unity Maintain, ensuring all data, configurations, and integrations are preserved and verified prior to production deployment.

Migration Tasks

The following tasks will be performed by 1898 & Co. in coordination with Trimble's SRE team to ensure a successful migration from the Town's current Cityworks 23 environment to Trimble Unity Maintain. These activities encompass both pre-migration preparation and post-migration enablement.

- **Migration Planning:** Develop a detailed Migration Plan and Runbook outlining sequencing, dependencies, blackout periods, and communication protocols.
- **User and Licensing Audit:** Evaluate user license allocations, access history, and license utilization to confirm appropriate licensing tiers and roles. Document results and recommendations in a Licensing Impact Memo.

- **Security and Role Review:** Review existing Cityworks permissions and develop a Security/Role Design Memo that aligns with Unity Maintain's role-based access model and Town authentication standards.
- **Report Conversion:** Catalog and convert existing Crystal Reports into Active Reports. Document the process in a Report Conversion Log to track migration status and verification.
- **Data Validation and Migration:** Execute Trimble's Data Schema Manager and Database Validation Tool to verify database readiness, migrate verified datasets to Unity Maintain, and perform integrity checks post-deployment.
- **Integration Configuration:** If done prior to the migration to Unity. Coordinate the configuration and validation of APIs and system interfaces (e.g., Procore, Fireworks). Summarize connection details and validation results in an Integration Configuration Summary.
- **User Acceptance Testing (UAT):** Facilitate structured UAT sessions with Town staff to verify data accuracy, system functionality, and workflow continuity. Capture sign-offs within UAT Scripts and Validation Forms.
- **Go-Live Support and Hypercare:** Provide onsite and remote assistance during system cut-over and early adoption. Deliver a Go-Live Checklist and Hypercare Report summarizing validation results, issue tracking, and user feedback.
- **Post-Migration Enablement:** Conduct focused sessions for administrators and power users to reinforce Unity Maintain best practices, and configuration management. These efforts can be tasked using the 100-hour support block as needed.

Timeline

It is anticipated that a new license agreement for Trimble Unity will be executed at the beginning of FY'27 (October 2026). Based on this, the migration to Trimble Unity is expected to take place in Q4 2026.

Deliverables

- Migration Plan and Runbook
- Licensing Impact Audit and Security/Role Review
- Report Conversion Log
- Integration Configuration Summary (if applicable)
- UAT Scripts and Sign-Offs
- Go-Live Checklist and Hypercare Report

Out of Scope

The following items are not included within this migration scope of work unless specifically identified or authorized through a separate change order:

- Migration or remediation of historical data beyond the defined datasets included in the approved migration plan.
- Design or deployment of new reporting tools beyond the defined report conversion effort.
- Long-term administration or maintenance of the Trimble Unity Maintain environment beyond the defined hypercare period.

- Additional training or workshops not included within the planned onsite sessions or the 100-hour support block.

Street Services Division

Assessment Report Conclusion Summary

The Streets Services Division can shift toward a more efficient, data-centric workflow by revisiting user permissions, updating cost data routinely, and providing interval training. Field staff and supervisors acknowledge the benefits of leveraging spatial data for analysis (e.g., identifying recurring pothole repairs). Enhanced reporting and GIS integration will allow Leadership to track maintenance trends, allocate resources strategically, and ultimately improve service quality for the Town's roadway infrastructure.

Implement Cityworks Recommendations for Street Services Division

1. Configure Cityworks Groups and Permissions to allow Crew Leaders to edit and close appropriate work activities. **(Moderate)**
2. Identify the appropriate role/person to become the Cityworks Steward for Street Services Division. **(Moderate)**
3. Configure Effort, Duration, and Days/Hours to Complete for work activities to support reporting on KPIs such as workload, backlog, and performance monitoring. **(Moderate)**
4. Create a Dashboard to highlight spatial locations of recurring street issues, prioritize repairs, and align capital improvement planning. **(Moderate)**
5. Evaluate existing work activities to recommend consolidation, elimination or new work activity templates. **(Moderate)**

Implement GIS recommendations for Street Services Division

1. Shorten sidewalk line segments via geoprocessing to support repeat-work analysis. **(Complex)**
2. Configure Cityworks to use the new Sidewalk feature service. **(Moderate)**
3. Model new or reconfigure existing core street assets (such as Alleys, Pavement, Right of Way, Sidewalks, Streets) to support future state workflow based on the future state documenting session. **(Moderate)**
4. Create a new GIS feature class(es) to support roadway planning and engineering based on historical work activities attached to the feature, such as pothole repair work. **(Moderate)**
5. Develop GIS data governance recommendations for the Division to take ownership of assets in GIS, allowing edits on defined GIS features and attributes using Cityworks and the ArcGIS Field Map app. **(Moderate)**

Deliverables

- Configure Cityworks Groups and Permissions for Street Services Crews and Supervisors.
- Identify the Street Services Division's Role to be the Cityworks Data Steward for the division.
- Configure up to five (5) work activities to use Effort, Duration, and Days/Hours to Complete.
- Create one (1) dashboard to highlight priorities and recurring issues.
- Create one (1) new sidewalk feature class in GIS with shortened and segmented line lengths as determined by Flower Mound in file geodatabase format.
- Configure up to two (2) Cityworks work activities to use the new sidewalk feature service.

- Create new, or reconfigure existing, up to five (5) GIS feature classes to support future-state workflow recommendations in file geodatabase format.
- Memorandum providing guidance on GIS data governance and Cityworks work activity templates

Drainage/Stormwater

Assessment Report Conclusion Summary

The Drainage/Stormwater Division has knowledgeable staff, but they face challenges in asset data management, workflow efficiency, and regulatory compliance when utilizing Cityworks. By improving Cityworks templates, workload tracking, GIS integration, and real-time compliance Dashboards, the department can enhance operational efficiency, maintain compliance with the Texas Commission on Environmental Quality (TCEQ), and facilitate data-driven decision-making. With ongoing training, refined permissions, and routine data maintenance, staff will be empowered to manage stormwater assets effectively and adapt to evolving regulatory demands. Continuous evaluation and adaptation will be essential to sustaining long-term improvements and optimizing stormwater management practices with Cityworks and GIS.

Implement Cityworks Recommendation for Drainage/Stormwater Division

- Create Cityworks Queries designed to support mobile workflows. **(Moderate)**
- Create a Cityworks Dashboard to track inlet tagging. **(Moderate)**
- Create work activities to capture TCEQ or EPA-specific requirements, such as the General Construction Permit Site, Illicit Discharge Detection and Elimination Tracking, or Street Sweeping. **(Moderate)**
- Create issue-specific Cityworks Service Request templates, such as Drainage or Illicit Discharge. **(Standard)**
- Evaluate existing Work Orders and Inspections to recommend the best use of work activity types. **(Moderate)**
- Create a Cityworks Work Order template with Custom Field Categories to track Environmental Outreach engagements for reporting to the Town Council. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend use of Tasks, Observations, or Custom Field Categories. **(Moderate)**
- Configure Effort, Duration, and Days/Hours to Complete for work activities to support reporting on KPIs such as workload, backlog, and performance monitoring. **(Moderate)**
- Create reports to address specific needs such as KPIs, inlet tagging, and TCEQ compliance. **(Complex)**
- Create Inspection Templates for Catch Basins, Inlets, Outfalls, Manholes, Ponds, Facilities, Dry Weather Screening, CIP Inspection, and other compliance inspections. **(Moderate)**

Implement GIS Recommendations for Drainage/Stormwater

- Evaluate GIS to support inlet tagging, identify private/public inlets, basin-based assignments, and support data transfer to/from Cityworks work activities. **(Complex)**
- Evaluate GIS to support activity-based symbology, pond-type symbology. **(Moderate)**

- Create a methodology to bulk update existing GIS features, such as existing inlets, ponds, and catch basins, to classify ownership. **(Complex)**
- Evaluate methods to share GIS data with third parties. **(Moderate)**

Deliverables

- Configure up to five (5) Cityworks Queries designed for Mobile workflows.
- Create one (1) Cityworks Dashboard to track Inlet Tagging.
- Create up to four (4) work activities to capture TCEQ or EPA compliance data.
- Create up to five (5) Cityworks Service Requests related to environmental issues.
- Create one (1) Cityworks Work Order with Custom Field Categories to track Environmental Outreach engagements.
- Configure up to five (5) work activities to use Effort, Duration, and Days/Hours to Complete.
- Create up to three (3) Active Reports.
- Create up to eight (8) Cityworks Inspection templates for TCEQ or EPA compliance activities.
- Memorandum providing guidance on GIS data governance, Cityworks work activity templates, Cityworks Work Order and Inspections refinement, GIS schema updates, GIS bulk update workflows, and how to share GIS data with third parties.

ULM Division

Assessment Report Conclusion Summary

The ULM Division has made commendable use of Cityworks for managing Service Requests (SRs) and Work Orders (WOs), particularly in the Sewer Division. However, inconsistent data entry, limited GIS integration, and underutilized reporting capabilities hinder the department's overall ability to fully leverage the platform. By standardizing workflows, refining template configurations, and implementing a comprehensive training program, ULM can significantly enhance data quality and operational efficiency. Strengthening GIS integration and automating key processes will also enhance the tracking of water loss, support regulatory compliance, and improve asset management. These improvements will empower ULM staff to continue delivering high-quality service to the community with more informed, data-driven decisions.

Implement Cityworks Recommendations for ULM

- Evaluate existing work activities to recommend consolidation, elimination or new work activity templates. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend the best use of work activity types. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend use of Tasks, Observations, or Custom Field Categories. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend improvements to mitigate the manual compilation of reports. **(Moderate)**
- Configure Effort, Duration, and Days/Hours to Complete for work activities to support reporting on KPIs such as workload, backlog, and performance monitoring. **(Moderate)**
- Create reports to address specific needs, such as dead-end flushing and water loss. **(Complex)**
- Evaluate process for handling hydrant-related Cityworks Work Orders and GIS integration to recommend improvements to process and configurations in Cityworks and GIS. **(Moderate)**

- Evaluate the process for dead-end flushing to recommend improvements to the process and configurations in Cityworks and GIS. **(Moderate)**
- Evaluate the use of Storeroom to determine updates. **(Moderate)**

Implement GIS Recommendations for ULM

- Evaluate existing GIS to recommend schema updates that will support future state business process and workflow recommendations. **(Moderate)**
- Develop GIS data governance recommendations for the ULM Division to take ownership of assets in GIS, allowing edits on defined GIS features and attributes using Cityworks and the ArcGIS Field Map app. **(Moderate)**

Deliverables

- Configure up to five (5) Work Orders with recommended Tasks or Custom Field Categories. Up to fifty (50) tasks.
- Configure up to five (5) Inspections with recommended Observations.
- Configure up to five (5) work activities to use Effort, Duration, and Days/Hours to Complete.
- Create up to three (3) Active Reports.
- Update Storeroom based on recommendations, with a focus on water loss tracking and inventory control.
- Memorandum providing guidance on GIS data governance, Cityworks work activity templates, Cityworks Work Order and Inspections refinement, GIS schema updates, and GIS bulk update workflows.

ULM Warehouse

Assessment Report Conclusion Summary

The ULM Warehouse Division, although supported by foundational Cityworks configurations, relies heavily on manual methods and reactive practices for inventory management, presenting significant opportunities for improvement. By implementing regular Equipment, Labor, Material (ELM) updates, designating Cityworks Storeroom managers, streamlining workflows, and adding real-time inventory tracking Dashboards, the department can shift toward proactive material ordering and enhance inventory control. Logical Cityworks Storeroom organization, along with potential technology integrations such as barcoding or mobile device use, will further support improved inventory management and reduce unauthorized removals. Ongoing evaluation and adoption of these recommendations will assist the Logistics Coordinator and staff to effectively manage materials, align with organizational goals, and optimize resource allocation for water and sewer utilities.

Implement Cityworks Recommendations for ULM Warehouse

- Identify appropriate role(s)/person(s) to become the Cityworks Storeroom Administrator for ULM Warehouse based on current/future state workshop results. **(Moderate)**
- Define clear objectives for the organization's inventory management, such as reducing costs, increasing efficiency, and improving oversight of inventory contents. **(Moderate)**
- Develop workflows detailing transaction scenarios for each department and division. This will determine the configuration strategy for Cityworks Storeroom as used in ULM. **(Moderate)**
- Evaluate the feasibility of using barcoding with Cityworks Storeroom. **(Moderate)**
- Evaluate existing work activities to recommend consolidation, elimination or new work activity templates. **(Moderate)**

- Create reports to address specific needs, such as inventory audits or water purchases. **(Complex)**
- Recommend and configure one of the three Storeroom workflows as noted in the Assessment Report. **(Complex)**
- Evaluate the use of Storeroom to recommend improving water loss tracking. **(Moderate)**

Deliverables

- Identify the ULM Warehouse Role to be the Cityworks Data Steward.
- Create up to three (3) Active Reports.
- Configure Storeroom based on recommendations to improve tracking of water loss.
- Memorandum documenting objectives for inventory management, and documenting the feasibility/options/recommendations for barcoding.

Traffic Operations

Assessment Report Conclusion Summary

The Traffic Operations Division demonstrated strong foundational use of Cityworks WOs. However, opportunities remain to streamline workflows, improve data consistency, and enhance reporting capabilities, particularly by moving external asset tracking methodologies into Cityworks. By refining SR Templates, optimizing WO configurations, and leveraging GIS integration, the division can reduce redundancy, improve data quality, and support proactive maintenance planning. Implementing structured training, updating permissions, and enhancing user interfaces will empower staff to fully use the capabilities of Cityworks. These improvements will enable the Traffic Division to better manage its infrastructure, support strategic planning, and continue delivering high-quality service to the community.

Implement Cityworks Recommendations for Traffic Operations

Superscript numbers reference the document “Discussion Points for Cityworks Enhancements”, provided to 1898 & Co during the Cityworks Assessment workshops

- Evaluate Cityworks landscape and discuss division pain points, review multi-domain use.¹ **(Moderate)**
- Configure Role-based Cityworks Style profiles for Traffic Operations.^{2,14} **(Moderate)**
- Evaluate the use of the ArcGIS Field Map app and recommend modifications to permissions and GIS schema.^{3,4} **(Moderate)**
- Evaluate existing web maps and recommend modifications to achieve the requested categorization, such as Regulatory and Warning Signs, and map legend layout.^{4,5} **(Moderate)**
- Evaluate existing reports and recommend optimized reporting capabilities.⁶ **(Moderate)**
- Evaluate existing GIS features and recommend methodologies to support replacement date notifications.⁷ **(Moderate)**
- Evaluate GIS, web maps, and permissions and recommend modifications required for attaching files to GIS.⁸ **(Moderate)**
- Configure Cityworks Dashboards for tracking department objectives, projects, and performance metrics.⁹ **(Moderate)**
- Evaluate GIS and web maps and recommend modifications that will enable integration with Google Earth.¹⁰ **(Moderate)**

- Evaluate the use of Storeroom and recommend modifications for efficient organization.¹¹ **(Moderate)**
- Evaluate the use of Storeroom and recommend modifications to meet requirements for sign tracking, forecasting, and budget planning.¹² **(Moderate)**
- Configure Storeroom based on recommendations.¹¹ **(Complex)**
- Evaluate existing Work Orders and Inspections and recommend improvements to update asset information.^{13,15} **(Moderate)**
- Evaluate Cityworks Groups and Permissions and recommend configurations to restrict creation or modification of work activities. **(Moderate)**
- Evaluate Cityworks Service Requests to validate the need for questions and answers. **(Moderate)**
- Identify the minimum data required for Cityworks Service Requests to be submitted downstream in organizational workflows. **(Moderate)**
- Evaluate existing work activities to recommend consolidation, elimination or new work activity templates. **(Moderate)**
- Evaluate existing Work Orders and Inspections and recommend the best use of Asset Readings or Custom Field Categories. **(Moderate)**
- Configure Effort, Duration, and Days/Hours to Complete for work activities to support reporting on KPIs such as workload, backlog, and performance monitoring. **(Moderate)**

Implement GIS Recommendations for Traffic Operations

- Evaluate existing GIS features and recommend schema changes^{7,8,13,15,17} based on recommendations above. Review enhancements requested by Traffic Operations during the Assessment phase, support refurbishment/replacement programs within Traffic Operations, and enable attachments to GIS features. **(Moderate)**

Deliverables

- Current State Documentation of business processes and workflows that rely on Cityworks.
- Configure up to five (5) Work Orders with recommended Tasks or Custom Field Categories. Up to fifty (50) tasks.
- Configure up to five (5) Inspections with recommended Observations.
- Configure up to five (5) work activities to use Effort, Duration, and Days/Hours to Complete.
- Configure up to three (3) existing web maps to support the categorization of Regulatory and Warning signs.
- Configure one (1) Cityworks Dashboard for tracking department objectives, projects and performance metrics.
- Create up to three (3) Active Reports.
- Configure four (4) total role-based Cityworks Style profiles for: CSRs, field crew members, supervisors, and managers.
- Configure Storeroom based on recommendations.
- Configure Cityworks Groups and Permissions to restrict authorized users who can create or modify work activities.
- Memorandum providing guidance on GIS data governance, Cityworks work activity templates, Cityworks Work Order and Inspections refinement, GIS schema updates, and GIS bulk update workflows.

Parks

Assessment Report Conclusion Summary

The Parks Department has successfully adopted Cityworks, demonstrating strong initial usage, staff engagement, and leadership support. To optimize the system's value, enhancements are needed in work order (WO) management, reporting, and training. Parks should also implement an asset management strategy and workflow automation. By addressing the recommendations in the assessment report, the Parks Department can improve its asset tracking, cost analysis, and maintenance planning to maximize the lifespan of key assets using data-driven decisions

Implement Cityworks Recommendations for Parks

- Identify the appropriate role/person to become the Cityworks Steward for the Parks Department. **(Moderate)**
- Configure Effort, Duration, and Days/Hours to Complete for work activities to support reporting on KPIs such as workload, backlog, and performance monitoring. **(Moderate)**
- Create reports to address specific needs such as fertilizer usage, asset replacements, and contractor work. **(Complex)**
- Create Inspection Templates for Irrigation Operation and Irrigation Leak. **(Moderate)**
- Deconstruct the existing single Inspection for all equipment and surfaces into separate Inspections, focused on the type of equipment or surface. **(Moderate)**
- Configure Cityworks work activities based on future state recommendations, asset hierarchy and GIS data model. **(Moderate)**
- Evaluate existing work activities to recommend consolidation, elimination or new work activity templates. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend the best use of work activity types. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend use of Tasks, Observations, or Custom Field Categories. **(Moderate)**

Implement GIS Recommendations for Parks

- Develop asset hierarchy for park locations, facilities and amenities. **(Complex)**
- Modify GIS data model for Parks based on asset hierarchy **(Complex)**

Deliverables

- Identify the Parks Department's Role to be the Cityworks Data Steward for the department.
- Configure up to five (5) work activities to use Effort, Duration, and Days/Hours to Complete.
- Create up to three (3) Active Reports.
- Create one (1) Irrigation Operation Inspection template.
- Create one (1) Irrigation Leak Inspection template.
- Configure up to five (5) Work Orders with recommended Tasks or Custom Field Categories. Up to one hundred (100) tasks.
- Configure up to five (5) Inspection templates with recommended Observations.
- Memorandum providing guidance on GIS data governance, Cityworks work activity templates, Cityworks Work Order and Inspections refinement, and documenting Parks' asset hierarchy.

Leadership

Assessment Report Conclusion Summary

The leadership workshop revealed opportunities to enhance the use of Cityworks for WO tracking, budgeting, and resource management to improve communication with the Town Council. Key priorities include improving KPI reporting for self-service access and role-based Dashboards for Directors. The importance of performance metrics in supporting budget justifications and addressing citizen complaints was a priority. The leadership team aims to enhance the integration of citizen requests into Cityworks, potentially through a public-facing portal or a third-party application. There is a desire to enhance the tracking of drainage complaints through map-based visualization. Citizen requests routed to the Traffic Division are tracked in Microsoft Access, but can be integrated into Cityworks, while ADA ramp repairs and contractor locate requests are also targeted for inclusion. Recommendations include simplified Cityworks Style Profiles, real-time Dashboards for backlog and WO types, and exploring licensing for public-facing Cityworks features to further engage with citizens and enhance data-driven decision-making.

Implement Core Requirements for Leadership

- Document Key Performance Indicators required by leadership. **(Moderate)**
- Configure Cityworks Dashboards based on documented KPIs. **(Moderate)**
- Evaluate options to leverage GIS and Cityworks as the system of records where possible for budgeting, resource tracking, and management of citizen requests. **(Moderate)**
- Evaluate options for third-party applications to integrate with Cityworks to manage citizen requests. **(Moderate)**
- Configure the Cityworks Dashboard to indicate workload, backlog, and status of work activities. **(Moderate)**
- Configure Cityworks Dashboard to visualize location-based data such as drainage complaints, ADA ramp issues, and budgeting information. **(Moderate)**
- Evaluate the Cityworks interface and recommend a simplified user interface tailored to different groups of employees based on their roles and responsibilities. **(Moderate)**
- Evaluate security and permissions to enhance security and prevent unauthorized access. **(Moderate)**
- Develop workflow diagrams for each department, showing high-level key workflows for each department's responsibilities. **(Standard)**

Deliverables

- Documentation of Key Performance Indicators required by Leadership.
- Configure one (1) Cityworks Dashboard based on documented KPIs.
- Configure one (1) Cityworks dashboard to indicate departmental workload, backlog, and status of work activities across the organization where Cityworks is utilized.
- Configure one (1) Cityworks dashboard to visualize the location of complaints and issues when work activities contain location-based information.
- Four (4) days of onsite administrative training, covering use of Admin, Style, Active Reports, Storeroom, and OpX, as well as departmental follow-up sessions as needed.
- Memorandum indicating best use of GIS and Cityworks as the system of record for budgeting, resource tracking, and management of citizen requests, integrating Cityworks with third-party citizen request applications, documenting how 1898 & Co. configured Cityworks to tailor the user

interface for the organization, and recommendations for security and permission updates to prevent unauthorized access to GIS and Cityworks.

- High-level documentation of key departmental workflows.

GIS & IT

Assessment Report Conclusion Summary

As part of the GIS and IT workshop discovery and assessment, 1898 & Co. collaborated with Town staff to evaluate the current GIS and Cityworks environments, building on prior work completed during the Antero project. The review identified opportunities to strengthen data ownership and governance, enhance system integration and data modeling, and address security, compatibility, and infrastructure challenges that affect performance and reliability. Overall, the assessment emphasizes the need for a more unified, role-based, and secure framework that supports efficient asset management, enhances user access, and sustains the Town's long-term GIS and Cityworks operations.

Implement Recommendations for GIS

- Install ArcGIS Enterprise version 11.x, deploy components. **(Moderate)**
- Evaluate usage of ArcGIS Portal to recommend use of Groups, Roles and privileges based on user access requirements. **(Moderate)**
- Evaluate existing citizen engagement web maps and web apps published in ArcGIS Enterprise and ArcGIS Online. **(Moderate)**

Deliverables

- Install ArcGIS Enterprise 11.x in test and production environments.
- Memorandum recommending ArcGIS Portal configurations, and the management of citizen engagement web maps and apps. Resulting ArcGIS Portal configurations to be completed by the Town.

FME & Fireworks Integration

Integration Scope

The focus of our scope of services is to set up a bi-directional data exchange between Cityworks, ArcGIS, and Fireworks. The integration services will support:

1. **Hydrant Data Accuracy:** Maintaining hydrant creation, updates, and status synchronization across systems.
2. **Operational Workflows:** Supporting flow testing, flushing, and hydrant maintenance activities.
3. **Centralized System of Record:** Ensuring ArcGIS remains the authoritative source for hydrant asset data while synchronizing updates in Fireworks and Cityworks.
4. **FME Middleware Utilization:** Extracting, transforming, and loading data via the Cityworks and ArcGIS Application Programming Interfaces (APIs) and an import/export process used by Fireworks to maintain system-wide consistency and communication.

Integration Tasks

Task 1. Requirements Definition and Safe Software FME Flow Configuration and Integration Script Development

Set up and configuration of a hosted version of Safe Software FME Flow, along with the development of system integration scripts that will leverage the Cityworks and ArcGIS Application Programming Interfaces to create and update information in Cityworks and ArcGIS, respectively. The integration scripts will be set up to run once each night, with the purpose of sharing hydrant information from ArcGIS with Fireworks and hydrant status information from Fireworks to ArcGIS, as well as creating new hydrant maintenance requests in Cityworks as Cityworks Service Requests assigned to Flower Mound Public Works staff. Flower Mound Public Works staff will review the Service Requests created by the integration and create Cityworks Work Orders as needed based on their review of the request.

Task 2. Updates to Cityworks and ArcGIS to Support the Integration Processes

1898 & Co. will assist with performing updates in Cityworks and ArcGIS to support the bi-directional integration. This will include creating the FME software service account and assigning the Service Request API license, creating or updating Hydrant maintenance request Service Request templates, and updating the configuration of the ArcGIS web services to support updating the operational status of hydrants in ArcGIS based on information from Fireworks.

Task 3. Functional Tests and User Acceptance Testing

As the integration scripts are developed in the Flower Mound, TX test environment, 1898 & Co. will perform unit tests and user acceptance testing to confirm that the integration scripts meet the requirements defined in task 1.

Task 4. Production Deployment

After the FME Flow integration scripts pass the defined functional and user acceptance testing processes in Task 3, 1898 & Co. will promote the FME Flow scripts into a production environment where the scripts are accessing the production Cityworks, ArcGIS, and Fireworks environments and are set up to run on a nightly schedule as agreed upon with Flower Mound project stakeholders. After the scripts are deployed into the production environment, testing will be performed to confirm that the production deployment is successful and the defined requirements are being met.

Task 5. User Training on Integration Workflows and Documentation

1898 & Co. will provide Flower Mound with integration documentation, along with one (1) day of onsite end-user and administrative training on how the FME Flow scripts operate, when and how to run the integration process, as well as how to make basic updates to the integration scripts.

Task 6. Project Management

1898 & Co. will provide a project manager who will coordinate project activities with Flower Mound project stakeholders. The project manager will be responsible for coordinating weekly project status meetings, facilitating stakeholder discussions, and sharing documentation with the town of Flower Mound. Project management activities will be ongoing throughout the project's duration.

General Assumptions

- Flower Mound will purchase and make available the necessary licenses of FME Flow Hosted and the Cityworks Service Request API to support the project.
- Flower Mound will provide the required level of access to Cityworks, ArcGIS, and Fireworks to support the development of the integration workflows.
- Fireworks staff will set up a Secure File Transfer Protocol (SFTP) site where Fireworks and ArcGIS data will be posted for export/import of information into the systems.
- Fireworks staff will be responsible for developing the Fireworks export and import process. Information will be exchanged with Fireworks via an agreed-upon spreadsheet/comma-separated value format.
- On-site training will be conducted during the same week as the final administrative training sessions.

Responsibilities of the Client

- Provide software licenses for FME Flow Hosted and the Cityworks Service Request API.
- Coordinate with external vendors and internal town stakeholders.
- Review deliverables and provide feedback, and testing of integration scripts.

Integration Timeline

1898 & Co. estimates that it will take between 4-6 weeks to complete the development and production deployment of the integration scripts. This timeline is contingent upon being provided with FME Flow Hosted licensing, Fireworks data access, and Cityworks Service Request API licensing at the project kickoff.

Support Block

Ad-Hoc General Support Hours

Within the scope of the overall project, up to 100 hours of remote, ad-hoc support are allocated. These hours may be utilized for supplementary training, technical assistance, process enhancements, process documentation, or other related requirements, as well as post-migration enablement support or training once the Town has transitioned into the Unity Maintain platform.

Approach & Methodology

Upgrade Core Platforms

The project will begin by assessing and upgrading foundational technology platforms. This includes evaluating the current operating systems, databases, and enterprise applications in use. Collaboration with the IT department will be essential to ensure that upgrades are conducted with minimal disruption to ongoing services. The process will involve careful planning for the implementation of new features designed to enhance scalability and security for future needs.

Document Business Processes

Stakeholders from all divisions will work together to map existing workflows and identify areas where challenges or inefficiencies exist. This effort will focus on standardizing best practices and thoroughly documenting step-by-step procedures. Visual diagrams will be developed to facilitate a clear understanding of these processes, promoting consistency and alignment across all teams.

Execute GIS Cleanup

To ensure data accuracy and consistency, a comprehensive review and correction of Geographic Information System (GIS) datasets will be undertaken. The process will involve removing outdated or duplicate entries, updating attribute information, and applying standard naming conventions. These actions will support reliable analytics and reporting across the organization.

Implement Departmental Phase 1 Changes

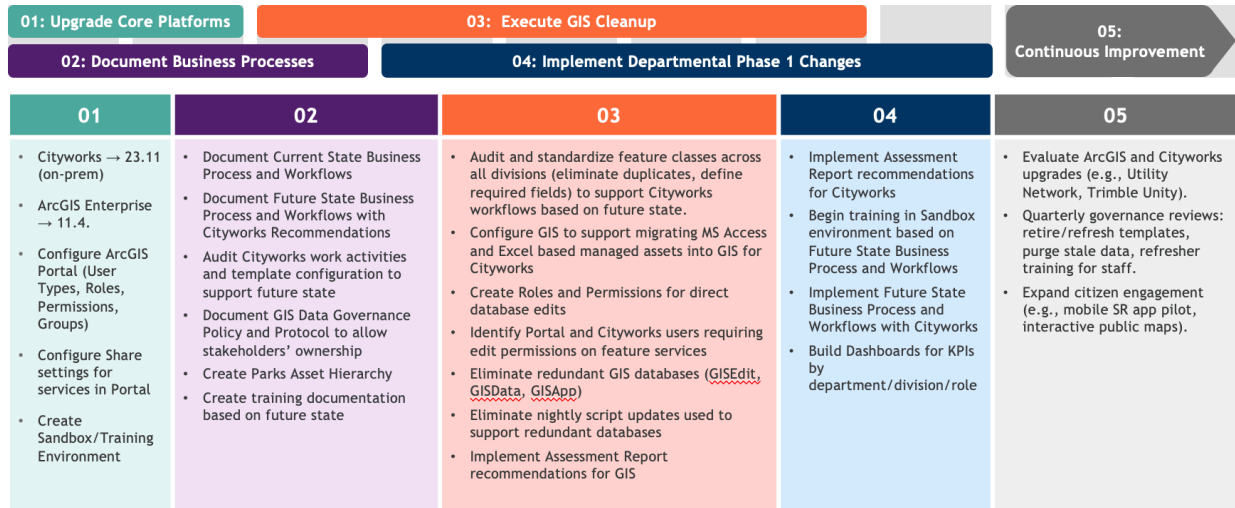
As part of the initial phase, targeted improvements will be introduced within each department. This includes configuring new dashboards, launching self-service tools, and providing training to end users on updated processes. The focus will be on achieving rapid wins that deliver immediate value while establishing a foundation for future enhancements.

Continuous Improvement

Mechanisms will be established to support ongoing feedback, performance monitoring, and iterative updates. Cross-departmental collaboration will be encouraged to identify emerging needs and opportunities to optimize systems and processes. These efforts will help ensure that the organization continues to benefit from sustained improvements over time.

Timeline

The following is the original, future-state timeline from the assessment. It should be noted that some tasks have already been accomplished.



The following schedule outlines the sequence and timing of project tasks, illustrating how each activity aligns relative to the others. The proposed start date is contingent upon Council approval, and the total duration is expected to be approximately 10 months, followed by the completion of any remaining ad-hoc support block hours.

Task	Months										
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Mobilization											
ArcGIS Enterprise Upgrade											
Onsite Workshops											
Cityworks Usage Audits											
Document Processes											
Document GIS Data											
Data Governance											
Create New GIS Asset Hierarchies											
GIS Future-State Updates											
Cityworks Future-State Updates											
Fireworks Integration											
Trimble Unity Migration											
End-User Training											
Ad-Hoc Support Block (Remainder)											

Future Scope Considerations

This section identifies additional services and enhancements that were developed as part of the Cityworks and GIS assessment and proposal process but were removed from the current scope at the Town's request. These items are not required to successfully execute the approved project; however, they represent additional items that would further advance system maturity, operational efficiency, and long-term return on the Town's investment in Cityworks and GIS. The tasks and associated costs are provided for planning and budgeting purposes only and may be considered individually or as part of a future phase, should priorities, funding, or business needs evolve.

Task	Fee
Governance Crosswalk A table to align the findings from the Cityworks Assessment, and map them with proposed implementation tasks, responsible divisions, and corresponding milestones, serving as a bridge between strategic planning and execution, ensuring alignment across departments. This table would serve as a master project checklist for IT, Public Works, GIS, Finance, and project management teams, aiding resource coordination, budget planning, and tracking progress toward organizational goals, ensuring visibility and accountability throughout the implementation process.	\$4,200.00
ArcGIS Enterprise Configuration Collaboration between 1898 & Co. and the Town to configure ArcGIS Enterprise after installation.	\$8,400.00
Additional Onsite Engagement An additional one (1) week of discovery workshop, as well as an additional one (1) week of onsite end-user training (additional travel costs included).	\$67,400.00
Expanded Support Block An additional 100 hours of support block.	\$35,000.00
Total	\$115,000

General Assumptions

- The Town of Flower Mound will provide timely access to Cityworks AMS, GIS environments, and all necessary systems required for implementation and configuration.
- The Town will designate a project manager and key subject matter experts (SMEs) from each department to participate in workshops, testing, and validation activities.
- Town staff will be available for scheduled discovery sessions, training, and review of deliverables.
- Data provided by the Town is assumed to be accurate and complete; additional remediation beyond the defined scope will require a change order.
- Third-party systems or integrations not explicitly identified in the scope are considered out of scope.
- The project schedule is contingent upon timely feedback (within five business days unless otherwise agreed).
- The project schedule depends on the availability of funding for tasks during the specified fiscal years.
- Delays in client reviews, access, or data provision may impact the overall timeline.
- A content freeze window will occur before final migration from Cityworks On-Prem to Unity Maintain.
- End-user adoption and ongoing change management are shared responsibilities; 1898 & Co. will provide initial training (train-the-trainer) and documentation, but ongoing training beyond the defined sessions is the responsibility of the Town.
- The Town is responsible for maintaining and supporting its own hardware, network infrastructure, and software licensing.
- Licensing to support SSO and configuration of the IdP to be provided by the Town.
- Any upgrades to IT infrastructure (servers, databases, network connectivity, etc.) required to support the project are outside the scope of this proposal.
- Trimble will provision the Unity environments (both Production and Sandbox), as well as access to any replica database instances.
- Proposed costs are based on a unified cross-departmental implementation. If the Town chooses to proceed with independent departmental efforts, costs and schedule may need to be revised.
- All services will be performed in accordance with the terms and conditions of the Professional Services Agreement between Burns & McDonnell Engineering Company, Inc. and the Town of Flower Mound, TX, executed by the parties on December 16th, 2024.
- Unless specifically identified as part of this scope of services, all configuration, data management, and maintenance of the Town's Cityworks and GIS environments will be the responsibility of the Town.

- Any additional configuration or development tasks (including reporting and integrations) not explicitly described herein are considered out of scope and will require separate authorization before work is performed.
- Any scope changes must be documented and approved through a formal change order before additional work is performed.
- Flower Mound will purchase and make available the necessary licenses of FME Flow Hosted and the Cityworks Service Request API to support the project.
- Fireworks staff will set up a Secure File Transfer Protocol (SFTP) site where Fireworks and ArcGIS data will be posted for export/import of information into the systems.

Fee and Payment

Fee Breakdown

The total fee for the project is spread across several departments, each responsible for specific areas of work. These departmental fees encompass direct expenses associated with each department, covering tasks and responsibilities specific to that department's scope. Additionally, the fees cover project administration, project management, and activities that require collaboration across multiple departments. Such shared efforts are designed to improve efficiency and reduce the overall price by combining resources and streamlining processes wherever possible.

Department	Fee
Streets Tasking	\$65,000.00
Drainage/Stormwater Tasking	\$52,000.00
Utilities, ULM, and Warehouse Tasking	\$81,000.00
Traffic Tasking	\$71,000.00
Parks	\$110,000.00
Leadership & GIS/IT Tasking	\$152,000.00
FME & Fireworks Integration	\$22,000.00
Support Block	\$35,000.00
Total	\$588,000

The total fee for these departmental allocations is **\$588,000.00**. This amount is proposed as a lump sum, inclusive of planned travel expenses for the necessary on-site workshops and meetings. By bundling the work across departments into a single, collaborative effort, efficiencies are gained through shared resources and streamlined processes, resulting in cost savings and a more efficient schedule. Invoicing will be submitted monthly on a % complete basis for each department or task as identified in the table above for this lump sum project.

If Flower Mound chooses to proceed with each department independently rather than as part of this unified approach, the benefits of collaboration and shared efficiencies will be lost. In that scenario, both the pricing and project timeline would need to be recalculated to reflect the decreased efficiency. This would ultimately result in higher overall costs and longer project durations.

Terms and Conditions

All services will be performed in accordance with the terms and conditions of the Professional Services Agreement between Burns & McDonnell Engineering Company, Inc. and the Town of Flower Mound, TX, executed by the parties on December 16th, 2024.

Validity

The costs and schedule shown herein are valid through March 1, 2026. After this date, each is subject to change.



1898andco.com

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

This contract is entered into on this ____ day of _____, 2026, 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 **BURNS & MCDONNELL ENGINEERING COMPANY, INC.** (“hereinafter referred to as “CONSULTANT/ENGINEER”) whose address is 9400 Ward Parkway, Kansas City, MO 64114

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT/ENGINEER relative to general project management, ESRI software consulting and project management, Cityworks software consulting and software management, Geographic Information Systems (GIS) consulting and project management, and GIS engineering; and

WHEREAS, CONSULTANT/ENGINEER is an engineering and consulting 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/ Engineer

CONSULTANT/ENGINEER 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 general project management, software programming, software project management, GIS project management and engineering, 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. CONSULTANT/ENGINEER has represented or is representing that it has expertise in the services set forth in Attachment A to be utilized in this Contract, and CONSULTANT/ENGINEER agrees to perform those services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT/ENGINEER shall perform such services as are necessary for the ESRI software, Cityworks software, and GIS engineering 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 Attachment A 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 the amount set forth in Attachment “B”. This total payment for services includes CONSULTANT/ENGINEER’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/ENGINEER. If CONSULTANT/ENGINEER retains any subcontractors to perform any of the work, CONSULTANT/ENGINEER 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/ENGINEER will bill TOWN 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/ENGINEER 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.

CONSULTANT/ENGINEER will submit to TOWN an invoice for payment to CONSULTANT/ENGINEER in accordance with Attachment A. Each invoice shall also

state the 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/ENGINEER'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/ENGINEER 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

The parties may agree to revise or expand the scope of services after due approval CONSULTANT/ENGINEER by the parties pursuant to Section XVI. In CONSULTANT/ENGINEER such case, CONSULTANT/ENGINEER shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT/ENGINEER 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/ENGINEER 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/ENGINEER thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT/ENGINEER 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. If so terminated, TOWN shall pay CONSULTANT/ENGINEER all amounts due CONSULTANT/ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by CONSULTANT/ENGINEER in terminating the services.

VII.

Ownership of Documents

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

VIII.

Insurance

A. CONSULTANT/ENGINEER shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT/ENGINEER shall not commence work under this Contract until CONSULTANT/ENGINEER has obtained all the insurance required under this Contract and such insurance certificate has been provided to TOWN, nor shall CONSULTANT/ENGINEER allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and evidenced. 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" is purchased if coverage expires and is not replaced. The insurance requirements shall remain in effect throughout the term of this Contract. TOWN and CONSULTANT/ENGINEER and their respective officers, directors, agents, or employees release each other and waive all rights of subrogation against each other, and their respective officers, directors, agents, or employees, for property damage and property loss covered by their respective property insurance (including deductibles and self-insurance) during and after the completion of CONSULTANT/ENGINEER's services on the project.

CONSULTANT/ENGINEER shall provide the Town certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

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 \$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 CONSULTANT/ENGINEER and insuring CONSULTANT/ENGINEER'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 combined single limits of \$1,000,000 per occurrence, \$2,000,000 Products/Completed Operations Aggregate and \$2,000,000 general aggregate. 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 combined bodily injury and property damage limit of \$1,000,000.00 each accident; and
4. Professional Liability Insurance: CONSULTANT/ENGINEER 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" is purchased if coverage expires and is not replaced. Limits of liability shall be \$1,000,000 per claim and \$1,000,000 annual aggregate.

If any of the foregoing insurance is written on a claims-made form, coverage shall be maintained (by renewal or extended reporting period) for thirty-six (36) months following completion of CONSULTANT/ENGINEER's services/work. All such insurance shall be purchased from an insurance company that meets a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.

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

1. The TOWN shall be included as an additional insured on the Commercial General Liability policy, by using endorsements CG 203 7 07/04 or equivalent;
2. The TOWN shall also be included as an additional insured on the Business Automobile Liability policy;
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town to:

Manny Palacios Jr.
Assistant Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6414 Telephone

In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.

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 Commercial General Liability and Business Automobile Liability policies providing additional insured coverage to TOWN shall be primary and non-contributory; and

C. Concerning insurance to be furnished by CONSULTANT/ENGINEER, 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/ENGINEER. 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;
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT/ENGINEER agrees to the following:

1. CONSULTANT/ENGINEER hereby waives subrogation rights for loss or damage to the extent same are covered by the Commercial General Liability and Business Automobile Liability insurance. The Commercial General Liability and Business Automobile Liability 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 losses covered by the policies where additional insured coverage is provided;
2. Companies issuing the insurance policies and CONSULTANT/ENGINEER 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/ENGINEER;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT/ENGINEER (or any subcontractors) shall not relieve CONSULTANT/ENGINEER 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/ENGINEER from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT/ENGINEER 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.
Intentionally Deleted**

X.
Successors and Assigns

TOWN and CONSULTANT/ENGINEER 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/ENGINEER shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT/ENGINEER Limitation of Liability

Neither party is liable for any special, indirect, incidental, punitive, or consequential damages to the other. The excluded damages include, but are not limited to, by way of example, loss of profits; loss of savings or revenue; loss of use of the equipment, sublicensed software, licensed software, services, or data; cost of capital; cover costs, or cost of any substitute performance or replacement of equipment, facilities or services; third party consequential damages; and damage or loss property.

Notwithstanding any other provision herein, CONSULTANT/ENGINEER's maximum aggregate liability to TOWN for all claims arising out of or related to this Contract shall be limited to the specific remedies provided herein, but shall not exceed \$3,000,000. The limitations of liability provided herein in this Section XI shall apply should it be judicially determined that the specific remedies provided elsewhere in this Contract fail in their essential purpose.

XII.
Intentionally Deleted

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XIII.
Independent Contractor

CONSULTANT/ENGINEER'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/ENGINEER or TOWN under this Contract shall be construed as changing that status. CONSULTANT/ENGINEER 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/ENGINEER, 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/ENGINEER.

XIV. Default

If at any time during the term of this Contract, CONSULTANT/ENGINEER 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/ENGINEER 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/ENGINEER'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/ENGINEER hereunder, CONSULTANT/ENGINEER shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT/ENGINEER'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. Intentionally Deleted

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/ENGINEER shall be incorporated by written modification to this Contract.

XVII. Conflicts of Interest

CONSULTANT/ENGINEER covenants and agrees that CONSULTANT/ENGINEER 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/ENGINEER pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT/ENGINEER.

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/ENGINEER 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/ENGINEER 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/ENGINEER 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/ENGINEER, was known to CONSULTANT/ENGINEER prior to the date of this Contract free of any obligation to keep it confidential, that the receiving party can demonstrate was independently developed by the receiving party without reliance on or reference to the disclosing party's Confidential Information, or are required to be disclosed by a governmental authority or by law. The obligations described in this Article XVIII shall expire two (2) years following the termination or completion of this Contract.

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/ENGINEER is otherwise notified:

Manny Palacios Jr.
Assistant Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6414 Telephone

Notices and communications to be mailed or delivered to CONSULTANT/ENGINEER shall be sent to the address of CONSULTANT/ENGINEER as follows, unless and until TOWN is otherwise notified:

Rob Burns, GISP
Senior Project Manager
1898 & Co., a division
Burns & McDonnell Engineering Company, Inc.
9400 Ward Parkway
Kansas City, MO 64114
980-275-3794 Telephone
rob.burns@1898andco.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/ENGINEER 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/ENGINEER's income.

XXI.

Non-Discrimination

CONSULTANT/ENGINEER 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 ensure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT/ENGINEER 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/ENGINEER ineligible for future TOWN contracts until it is determined to be in compliance.

XXII. Arbitration

CONSULTANT/ENGINEER 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

Except where exclusive remedies are provided or damages are waived or limited herein, no other 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. The parties expressly agree that this Contract includes (i) this Professional Services Agreement; (ii) Exhibit A; and (iii) the Town of Flower Mound's Addendum to this Professional Services Agreement. Collectively, these documents will be known as the Contract and additionally referred to as the "Contract Documents").

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by either party 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. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT/ENGINEER) 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

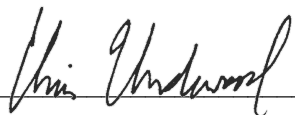
entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT/ENGINEER or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT/ENGINEER.

[The remainder of this page is left blank intentionally]

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

CONSULTANT:
BURNS & MCDONNELL
ENGINEERING CO., INC.

THE TOWN OF FLOWER MOUND, TEXAS

By: 

Name: Chris Underwood

Title: Vice President

Dated: 2/9/2026

By: _____

Name: _____

Title: _____

Dated: _____



PROPOSAL FOR

GIS & CITYWORKS IMPLEMENTATION - PUBLIC WORKS AND PARKS



SUBMITTED TO
THE TOWN OF FLOWER MOUND, TX

FEBRUARY 2, 2026

February 2, 2026

Andrew Lupher
GIS Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Re: Proposal for GIS & Cityworks Implementation

Dear Andy,

1898 & Co.®, a part of Burns & McDonnell, is honored to submit our proposal to the Town of Flower Mound for a GIS & Cityworks implementation. Having previously performed an assessment of GIS and Cityworks technology for the Town, we have gained valuable insight into Flower Mound's unique pain points, operational challenges, and aspirations. This familiarity has directly informed our recommendations and positions us as a well-equipped partner who truly understands your needs.

Our team brings a wealth of expertise in municipal technology solutions, with a proven track record of successful Cityworks and GIS implementations for communities similar to yours. We recognize that Flower Mound is seeking not just a technical solution, but a partner who can help drive efficiency, transparency, and improved service delivery across Parks, Public Works, and beyond.

As an industry leader, we offer deep experience in integrating GIS and asset management systems to modernize operations, enhance data-driven decision-making, and empower staff with user-friendly tools. Our approach emphasizes stakeholder engagement, tailored training, and strategic planning to ensure long-term success. By selecting 1898 & Co., Flower Mound will benefit from:

- **Seamless Integration:** We specialize in integrating GIS and Cityworks to create a unified platform for managing assets, work orders, and service requests, reducing duplication and manual effort.
- **Improved Operational Efficiency:** Automated workflows and real-time data access will help your teams respond faster to citizen needs and proactively maintain infrastructure.
- **Enhanced Transparency and Accountability:** Robust reporting and analytics will provide visibility into operations, supporting better resource allocation and continuous improvement.
- **Scalable Solutions:** Our systems are designed to grow with your community, adapting to future needs and technology advancements.

The following sections outline our proposed scope, schedule, and cost for supporting Flower Mound's needs. We are committed to collaborating closely with your staff throughout implementation, maximizing the value realized from this project.

Thank you for considering our proposal and for the opportunity to contribute to Flower Mound's continued progress. Please do not hesitate to contact me directly with any questions or for further discussion. We look forward to partnering with you and delivering meaningful results for your community!

Sincerely,



Robert Burns, GISP

Senior Geospatial Project Manager, 1898 & Co.



Brian Hiller

Senior Managing Director, 1898 & Co.



Chris Underwood

Vice President, 1898 & Co

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Project Understanding

Project Background

The Town of Flower Mound engaged 1898 & Co. to conduct a comprehensive assessment of Cityworks Asset Management System (AMS) and GIS workflows within its Parks Department and Public Works Department - including, Street Services, Drainage/Stormwater, Utility Line Maintenance (ULM), Utility Operations, ULM Warehouse, and Traffic Operations as well as the Leadership and GIS/IT teams. This assessment aimed to evaluate the current operational landscape, identify opportunities for improvement, and set the foundation for transformative enhancements across the two departments.

This proposal outlines the scope, approach, deliverables, and pricing for implementing the recommendations from the Cityworks and GIS Assessment conducted for the Town of Flower Mound.

Systematic Execution of Prioritized Improvements

This proposal includes the most critical recommendations identified in the assessment and accompanying roadmap. This approach allocates resources toward initiatives that deliver the greatest value across the two departments, promoting efficiency and maximizing the positive impact of each improvement.

Focus Areas

Optimizing Adoption, Data Quality, and Cross-Division Consistency

The project will focus on enhancing user engagement and proficiency with the Cityworks Asset Management System (AMS) across the Parks and Public Works divisions. By enhancing the accuracy and reliability of both asset and work order data, the initiative aims to ensure that the information entered and maintained within the system is reliable and useful for operational purposes. Additionally, establishing uniform standards and practices across all divisions will foster enhanced collaboration, promote shared outcomes, and support organizational cohesion. This approach will help drive consistent adoption, streamline processes, and improve data quality across the town.

Improving GIS Integration and Reporting

The project will focus on deepening the integration between the Town's GIS systems and Cityworks AMS. This effort aims to enable seamless data exchange and facilitate advanced spatial analysis capabilities. As a result, stakeholders will benefit from more robust and real-time reporting tools, which provide actionable insights that support informed strategic decision-making. Enhanced GIS integration will empower the Town to leverage geographic information for improved operational efficiency and informed planning.

Optimizing Cityworks Configuration, Workflow Efficiency, and Governance

Enhancements to the Cityworks Asset Management System configuration and workflows will streamline daily operations. These modifications will address existing bottlenecks and inefficiencies while also establishing clear governance structures. The result will be sustained oversight and a foundation for ongoing, continuous improvement.

Enhancing the GIS Data Model and Bi-Directional Integration

The project will focus on refining the GIS data architecture, enabling robust bi-directional data exchange between GIS and Cityworks AMS. This integration increases the likelihood that data remains synchronized and readily accessible for both field and office staff, supporting efficient operations and informed decision-making.

Developing Self-Service Reporting and Public Engagement Tools

New self-service reporting capabilities and public engagement tools will be introduced. These resources will enable both staff and members of the public to access reports and information independently, thereby increasing transparency and fostering stronger community involvement in municipal operations.

Project Approach

Strategic Approach to Parks and Public Works Transformation

By focusing on the outlined areas, the Town of Flower Mound is working toward the development of a fully integrated, data-driven, and highly efficient public works operation. This initiative is designed to improve service delivery and establish the foundation for long-term sustainability across municipal operations.

Phased Implementation for Manageable Progress

The plan employs a phased approach, enabling improvements to be introduced in a manner that is both manageable and measurable. This method allows changes to be assessed for effectiveness and adjusted as needed, supporting continuous progress toward operational excellence.

Comprehensive Scope Addressing All Divisions

Each phase of the project is structured to address the diverse needs of each division and stakeholders within the Town. The approach is informed by the original Cityworks and GIS Assessment, ensuring that enhancements are aligned with the established priorities and requirements of the Town's departments.

ATTACHMENT A

Scope of Services

To support the Town in prioritizing efforts and allocating resources effectively, each scope of services task was categorized into one of three complexity levels: Standard, Moderate, or Complex. This framework provides transparency regarding the level of effort expected from both Flower Mound staff and 1898 & Co., while also serving as a potential guide for sequenced activities. By defining complexity, the Town can anticipate where staff can lead and take ownership, where partnering on the activity may be necessary, or where a task can most efficiently be handled by 1898 & Co.

This approach also provides a foundation for planning and decision-making. Assigning complexity levels highlights training opportunities for Town staff, identifies where joint participation will strengthen knowledge transfer, and that highly technical tasks are addressed by those with the appropriate skills. Ultimately, this classification system aligns resources with task requirements, reduces risk during implementation, and supports a more sustainable long-term adoption of Cityworks and GIS enhancements.

Complexity	Description
Standard	Flower Mound staff can complete independently or with minimal support from 1898 & Co.
Moderate	Collaborative effort; executed jointly between 1898 & Co. and Flower Mound staff
Complex	1898 & Co. performs the task end-to-end with limited involvement from Flower Mound

General

The following activities are proposed as general tasks to be completed across each Public Works Division and the Parks Department. These efforts represent work common to each group, such as onsite workshops, training sessions, configuration, and reporting enhancements, and are therefore outlined once in this section rather than repeated for every division. Several of these tasks, including the onsite workshops and training, will be conducted during the same onsite engagement to maximize efficiency and minimize disruption to daily operations.

Tasks:

- On-site workshops to document current and future state business processes and workflows that utilize Cityworks. **(Moderate)**
- Provide recommended future state business processes and workflows that will leverage the latest version of Cityworks capabilities and integration with third-party systems. Recommendations will be based on the current state workshop, as well as results from the Assessment Report. **(Complex)**
- On-site training based on future state business processes and workflows recommendations. Training topics will include new capabilities of Cityworks and will focus on gaps identified in the Assessment Report. **(Moderate)**

- Update Equipment, Labor and Material cost data in Cityworks. **(Complex)**
- Configure Inspection Templates for vehicles and equipment to record condition scores and for driver regulatory compliance. **(Moderate)**
- Configure Cityworks work activities to use Predefined Comments and Resolutions. **(Standard)**
- Create role-based Dashboards for field crew, team leader, supervisor and manager to monitor workload, backlog, and performance. **(Moderate)**
- Implement OpX to aggregate work activities, track budgets, plan preventative maintenance, and guide expansions. **(Complex)**
- Convert existing Crystal Reports to Active reports. **(Complex)**
- Migrate the local, on-prem Cityworks application to Trimble Unity. **(Complex)**

Deliverables

- Five (5) days in total of onsite workshops to discuss and develop documentation of current and future state business processes and workflows. Workshops to be done as part of a single on-site engagement, with two (2) 1898 & Co. specialists.
- Five (5) days in total of onsite training based on recommended future state workflows. Training to be done as part of a single on-site engagement, with two (2) 1898 & Co. specialists. (Additional training days can be added using support block hours)
- Cityworks Equipment, Labor, and Materials Costs updated.
- Configure up to five (5) Inspection templates for any combination of vehicles, equipment or for CDL Driver regulatory compliance.
- Configure Predefined Comments and Resolutions for use in work activities.
- Create three (3) role-based dashboards, one for each role: field crew, supervisor, and manager.
- Implement Cityworks OpX, create up to twenty-five (25) project templates.
- Convert up to thirty-five (35) reports from Crystal Reports to Active Reports.
- Migrate the existing on-prem Cityworks application to Trimble Unity. Coordination with Trimble, migration of content (database, reports, print templates, and attachments).
- Cityworks user and licensing audit.

Trimble Unity Migration

1898 & Co. proposes migrating the Town's current on-premise Cityworks environment directly to Trimble Unity Maintain, Trimble's next-generation cloud platform powered by Cityworks. This approach strategically bypasses the interim migration to Cityworks Online (CWOL), reducing project complexity, minimizing disruption, and accelerating the Town's transition to a sustainable, future-ready platform. The direct migration establishes a modern, scalable, and secure foundation for managing the Town's asset and work management operations across all departments while maintaining alignment with existing GIS investments and business processes.

The migration effort will focus on preserving configurations, maintaining data integrity, and ensuring a seamless transition for all Town departments. 1898 & Co. will work closely with Trimble's Site Reliability Engineering (SRE) team to provision and configure the Unity Maintain environment, migrate existing data and templates, and validate core workflows and integrations prior to go-live.

This section provides an overview of Trimble Unity Maintain, outlining licensing considerations, partner responsibilities, prerequisites, and deliverables associated with the migration.

Trimble Unity Maintain Overview

Trimble Unity Maintain represents the next evolution of the Cityworks platform, delivering enterprise asset and work management capabilities within a modern, cloud-hosted environment powered by Cityworks. Built on Trimble's secure enterprise infrastructure within Amazon Web Services (AWS), the platform provides enhanced performance, scalability, and resilience while maintaining full integration with the Town's Esri ArcGIS environment. Unity Maintain preserves the familiar functionality of Cityworks while introducing a refined interface, improved automation, and a framework designed to support the Town's long-term operational and strategic goals.

The platform enables staff to manage service requests, work orders, inspections, and capital projects through a single, centralized system that emphasizes spatial awareness and real-time decision-making. With built-in dashboards, analytics, and operational insights, Unity Maintain enhances visibility across departments, supporting data-driven planning and performance monitoring. Its open API architecture allows for future integration with third-party applications such as Procore and Fireworks, ensuring flexibility and scalability as the Town's technology needs evolve.

Unity Maintain Licensing

Licensing for Trimble Unity Maintain is subscription-based and scaled according to the number of active users, applications, and API connections. Trimble currently offers three primary licensing tiers: Starter, Professional, and Elite Enterprise License Agreements (ELAs), each designed to support a range of operational and integration requirements.

- **Starter Package** includes the foundational Unity Maintain modules (*Admin*, *Respond*, and *Style*). This tier is best suited for organizations seeking to manage day-to-day operations through basic work and service request management capabilities.
- **Professional Package** builds on the Starter tier, adding modules for Storeroom, Workload, and Web Hooks, as well as tools like OpX Projects, eURL, and Web Services Access (basic API access). This option supports divisions that require enhanced reporting, analytics, and departmental integrations.
- **Elite Package (ELA)** includes all functionality from the Starter and Professional tiers, plus advanced modules for OpX Contracts and Budgets, Operational Insights, and Advanced APIs for system-to-system integrations. The Elite tier also includes a Sandbox environment for testing and validation.

Product:	Starter Package	Professional Package	Elite Package
Trimble Unity Maintain	Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's: • Admin • Respond • Style	• Trimble Unity Maintain - Starter Included Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's: • Storeroom Capability • Workload Capability • Equipment Checkout Capability • OpX Projects Capability • eURL Capability • Web Hooks Capability • Web Services Access⁴ • Analytics for Trimble Unity Maintain Capability • Trimble Unity Field's Maintain Functionality⁹	• Trimble Unity Maintain - Starter Included • Trimble Unity Maintain - Professional Included Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's: • OpX Contracts Capability • OpX Budgets Capability • Trimble Unity Maintain Advanced APIs⁵ • Operational Insights Capability • Sandbox Capability (Qty 1)⁸

Note: This licensing graphic is based on information provided by Trimble as of December 2025. Trimble periodically updates its licensing framework without formal notice to implementation partners. As such, this information is provided for planning purposes and may not reflect the most current or official pricing or package structure.

Given the Town's anticipated integration needs, specifically, ongoing API connectivity for Procore, Fireworks, and potential future integrations such as 311 and CCTV, 1898 & Co. recommends evaluating the Elite licensing tier prior to implementation. The decision between the Professional and Elite tiers should be guided by near-term integration priorities and the Town's long-range integration development roadmap. Selecting a lower-tier license initially may offer short-term cost efficiency, with a planned upgrade in the next fiscal year as integration requirements expand.

1898 & Co. will assist the Town with conducting a User and Licensing Audit to:

- Evaluate current Cityworks user allocations and access patterns.
- Identify active, inactive, and infrequent users based on login activity.
- Develop a recommended license mix by user role and department.
- Document findings and recommendations in a Licensing Impact Memo.

This analysis will help the Town validate the appropriate user count, confirm licensing alignment with operational requirements, and supply Trimble with the necessary information to finalize pricing and subscription details.

Partner vs Trimble SRE Activities

The migration from the Town's on-premise Cityworks 23.x environment to Trimble Unity Maintain will follow Trimble's standardized approach for U.S. customers moving directly from On-Prem to Maintain. The process is a joint effort between 1898 & Co. and Trimble's SRE team to ensure a secure, verified, and fully supported transition.

1898 & Co. will act as the Town's implementation partner, responsible for preparing the existing environment, validating data and configurations, and coordinating all testing and acceptance activities.

Trimble SRE will manage cloud environment provisioning, deployment, and post-migration validation within Unity Maintain's production and sandbox environments, hosted in Amazon Web Services (AWS).

Activity	1898 & Co.	Trimble SRE Team
Pre-Migration Preparation	Convert Crystal Reports to Active Reports. Update the database to the latest Cityworks 23 version. Run Data Schema Manager and Database Validation Tool to confirm the readiness of the Cityworks database. Provide Trimble with the validation report and environment details.	
Environment Provisioning	Submit the migration request form and required documentation.	Create a sandbox and production Unity Maintain environments, configure security, and perform initial deployment.
Data Transfer & Validation	Upload the final, cleaned backup (.bak) file to Trimble's secure file transfer site. Validate the sandbox environment post-restore.	Cross-check the .bak file using Trimble's data validation tools. Perform a database restore on both the sandbox and production environments.
Blackout Period & Cut-Over	Coordinate and confirm a blackout window with Town IT/GIS staff to prevent any new record creation during cut-over. Migrate additional site content, including reports, print templates, and attachments.	Deploy the production environment, validate restoration, and confirm successful deployment.
Testing & Acceptance	Validate workflows, reports, integrations, and attachments in the sandbox and production environments. Provide end-user testing support and obtain formal acceptance.	Support post-deployment validation and system readiness verification.
Post-Migration Activities	Provide go-live support, system review, and hypercare documentation. Deliver the final migration report and recommendations.	Maintain ongoing platform availability, backups, and infrastructure monitoring.

This shared-responsibility model ensures that all migration tasks are coordinated, documented, and validated in accordance with Trimble's best-practice standards, while preserving the Town's existing configurations and minimizing disruptions to ongoing operations. All activities outlined above follow Trimble's standardized migration framework for customers transitioning directly from On-Prem to Unity Maintain. The following subsection outlines key prerequisites required to initiate the migration process and prepare the Town's environment for deployment.

Prerequisites

Migration to Trimble Unity Maintain from the Town's existing Cityworks 23.10 environment will require several preparatory steps to ensure system readiness, data integrity, and alignment with Trimble's deployment standards. The following items must be completed prior to initiating the migration process:

- **Licensing and Agreements:** Finalize Unity Maintain subscription agreements, and confirm licensing tier selection (Professional or Elite).
- **Environment Provisioning:** Trimble SRE will provision sandbox and production environments within the AWS-hosted Unity Maintain platform. 1898 & Co. will verify connectivity and configuration readiness prior to data transfer.
- **Data Validation:** 1898 & Co. will run Trimble's Data Schema Manager and Database Validation Tool to verify that the Town's Cityworks database is complete, clean, and compatible with the Unity Maintain schema.
- **Report Conversion:** Identify and catalog all existing Crystal Reports for conversion to Active Reports to align with Trimble Unity Maintain's reporting standards. This step ensures consistent access to interactive, modernized reports post-migration.
- **SSO and IdP Configuration:** The Town will provide Single Sign-On (SSO) and Identity Provider (IdP) details for user authentication, enabling secure integration with existing Active Directory environments. 1898 & Co. will configure SSO within Unity Maintain environments to utilize the identity store configured within ArcGIS.
- **Content Freeze:** A defined content freeze window will be required to ensure no new data is entered into the Cityworks system during the migration cut-over period.
- **Integration Planning:** Confirm any connected systems (e.g., Procore, Fireworks) are ready for reconnection post-migration.
- **Communication and Scheduling:** Establish a joint migration calendar and communication protocol between the Town, 1898 & Co., and Trimble SRE to coordinate activities, validation milestones, and blackout periods.

Completion of these prerequisites will position the Town for a stable and efficient transition to Unity Maintain, ensuring all data, configurations, and integrations are preserved and verified prior to production deployment.

Migration Tasks

The following tasks will be performed by 1898 & Co. in coordination with Trimble's SRE team to ensure a successful migration from the Town's current Cityworks 23 environment to Trimble Unity Maintain. These activities encompass both pre-migration preparation and post-migration enablement.

- **Migration Planning:** Develop a detailed Migration Plan and Runbook outlining sequencing, dependencies, blackout periods, and communication protocols.
- **User and Licensing Audit:** Evaluate user license allocations, access history, and license utilization to confirm appropriate licensing tiers and roles. Document results and recommendations in a Licensing Impact Memo.

- **Security and Role Review:** Review existing Cityworks permissions and develop a Security/Role Design Memo that aligns with Unity Maintain’s role-based access model and Town authentication standards.
- **Report Conversion:** Catalog and convert existing Crystal Reports into Active Reports. Document the process in a Report Conversion Log to track migration status and verification.
- **Data Validation and Migration:** Execute Trimble’s Data Schema Manager and Database Validation Tool to verify database readiness, migrate verified datasets to Unity Maintain, and perform integrity checks post-deployment.
- **Integration Configuration:** If done prior to the migration to Unity. Coordinate the configuration and validation of APIs and system interfaces (e.g., Procore, Fireworks). Summarize connection details and validation results in an Integration Configuration Summary.
- **User Acceptance Testing (UAT):** Facilitate structured UAT sessions with Town staff to verify data accuracy, system functionality, and workflow continuity. Capture sign-offs within UAT Scripts and Validation Forms.
- **Go-Live Support and Hypercare:** Provide onsite and remote assistance during system cut-over and early adoption. Deliver a Go-Live Checklist and Hypercare Report summarizing validation results, issue tracking, and user feedback.
- **Post-Migration Enablement:** Conduct focused sessions for administrators and power users to reinforce Unity Maintain best practices, and configuration management. These efforts can be tasked using the 100-hour support block as needed.

Timeline

It is anticipated that a new license agreement for Trimble Unity will be executed at the beginning of FY’27 (October 2026). Based on this, the migration to Trimble Unity is expected to take place in Q4 2026.

Deliverables

- Migration Plan and Runbook
- Licensing Impact Audit and Security/Role Review
- Report Conversion Log
- Integration Configuration Summary (if applicable)
- UAT Scripts and Sign-Offs
- Go-Live Checklist and Hypercare Report

Out of Scope

The following items are not included within this migration scope of work unless specifically identified or authorized through a separate change order:

- Migration or remediation of historical data beyond the defined datasets included in the approved migration plan.
- Design or deployment of new reporting tools beyond the defined report conversion effort.
- Long-term administration or maintenance of the Trimble Unity Maintain environment beyond the defined hypercare period.

- Additional training or workshops not included within the planned onsite sessions or the 100-hour support block.

Street Services Division

Assessment Report Conclusion Summary

The Streets Services Division can shift toward a more efficient, data-centric workflow by revisiting user permissions, updating cost data routinely, and providing interval training. Field staff and supervisors acknowledge the benefits of leveraging spatial data for analysis (e.g., identifying recurring pothole repairs). Enhanced reporting and GIS integration will allow Leadership to track maintenance trends, allocate resources strategically, and ultimately improve service quality for the Town's roadway infrastructure.

Implement Cityworks Recommendations for Street Services Division

1. Configure Cityworks Groups and Permissions to allow Crew Leaders to edit and close appropriate work activities. **(Moderate)**
2. Identify the appropriate role/person to become the Cityworks Steward for Street Services Division. **(Moderate)**
3. Configure Effort, Duration, and Days/Hours to Complete for work activities to support reporting on KPIs such as workload, backlog, and performance monitoring. **(Moderate)**
4. Create a Dashboard to highlight spatial locations of recurring street issues, prioritize repairs, and align capital improvement planning. **(Moderate)**
5. Evaluate existing work activities to recommend consolidation, elimination or new work activity templates. **(Moderate)**

Implement GIS recommendations for Street Services Division

1. Shorten sidewalk line segments via geoprocessing to support repeat-work analysis. **(Complex)**
2. Configure Cityworks to use the new Sidewalk feature service. **(Moderate)**
3. Model new or reconfigure existing core street assets (such as Alleys, Pavement, Right of Way, Sidewalks, Streets) to support future state workflow based on the future state documenting session. **(Moderate)**
4. Create a new GIS feature class(es) to support roadway planning and engineering based on historical work activities attached to the feature, such as pothole repair work. **(Moderate)**
5. Develop GIS data governance recommendations for the Division to take ownership of assets in GIS, allowing edits on defined GIS features and attributes using Cityworks and the ArcGIS Field Map app. **(Moderate)**

Deliverables

- Configure Cityworks Groups and Permissions for Street Services Crews and Supervisors.
- Identify the Street Services Division's Role to be the Cityworks Data Steward for the division.
- Configure up to five (5) work activities to use Effort, Duration, and Days/Hours to Complete.
- Create one (1) dashboard to highlight priorities and recurring issues.
- Create one (1) new sidewalk feature class in GIS with shortened and segmented line lengths as determined by Flower Mound in file geodatabase format.
- Configure up to two (2) Cityworks work activities to use the new sidewalk feature service.

- Create new, or reconfigure existing, up to five (5) GIS feature classes to support future-state workflow recommendations in file geodatabase format.
- Memorandum providing guidance on GIS data governance and Cityworks work activity templates

Drainage/Stormwater

Assessment Report Conclusion Summary

The Drainage/Stormwater Division has knowledgeable staff, but they face challenges in asset data management, workflow efficiency, and regulatory compliance when utilizing Cityworks. By improving Cityworks templates, workload tracking, GIS integration, and real-time compliance Dashboards, the department can enhance operational efficiency, maintain compliance with the Texas Commission on Environmental Quality (TCEQ), and facilitate data-driven decision-making. With ongoing training, refined permissions, and routine data maintenance, staff will be empowered to manage stormwater assets effectively and adapt to evolving regulatory demands. Continuous evaluation and adaptation will be essential to sustaining long-term improvements and optimizing stormwater management practices with Cityworks and GIS.

Implement Cityworks Recommendation for Drainage/Stormwater Division

- Create Cityworks Queries designed to support mobile workflows. **(Moderate)**
- Create a Cityworks Dashboard to track inlet tagging. **(Moderate)**
- Create work activities to capture TCEQ or EPA-specific requirements, such as the General Construction Permit Site, Illicit Discharge Detection and Elimination Tracking, or Street Sweeping. **(Moderate)**
- Create issue-specific Cityworks Service Request templates, such as Drainage or Illicit Discharge. **(Standard)**
- Evaluate existing Work Orders and Inspections to recommend the best use of work activity types. **(Moderate)**
- Create a Cityworks Work Order template with Custom Field Categories to track Environmental Outreach engagements for reporting to the Town Council. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend use of Tasks, Observations, or Custom Field Categories. **(Moderate)**
- Configure Effort, Duration, and Days/Hours to Complete for work activities to support reporting on KPIs such as workload, backlog, and performance monitoring. **(Moderate)**
- Create reports to address specific needs such as KPIs, inlet tagging, and TCEQ compliance. **(Complex)**
- Create Inspection Templates for Catch Basins, Inlets, Outfalls, Manholes, Ponds, Facilities, Dry Weather Screening, CIP Inspection, and other compliance inspections. **(Moderate)**

Implement GIS Recommendations for Drainage/Stormwater

- Evaluate GIS to support inlet tagging, identify private/public inlets, basin-based assignments, and support data transfer to/from Cityworks work activities. **(Complex)**
- Evaluate GIS to support activity-based symbology, pond-type symbology. **(Moderate)**

- Create a methodology to bulk update existing GIS features, such as existing inlets, ponds, and catch basins, to classify ownership. **(Complex)**
- Evaluate methods to share GIS data with third parties. **(Moderate)**

Deliverables

- Configure up to five (5) Cityworks Queries designed for Mobile workflows.
- Create one (1) Cityworks Dashboard to track Inlet Tagging.
- Create up to four (4) work activities to capture TCEQ or EPA compliance data.
- Create up to five (5) Cityworks Service Requests related to environmental issues.
- Create one (1) Cityworks Work Order with Custom Field Categories to track Environmental Outreach engagements.
- Configure up to five (5) work activities to use Effort, Duration, and Days/Hours to Complete.
- Create up to three (3) Active Reports.
- Create up to eight (8) Cityworks Inspection templates for TCEQ or EPA compliance activities.
- Memorandum providing guidance on GIS data governance, Cityworks work activity templates, Cityworks Work Order and Inspections refinement, GIS schema updates, GIS bulk update workflows, and how to share GIS data with third parties.

ULM Division

Assessment Report Conclusion Summary

The ULM Division has made commendable use of Cityworks for managing Service Requests (SRs) and Work Orders (WOs), particularly in the Sewer Division. However, inconsistent data entry, limited GIS integration, and underutilized reporting capabilities hinder the department's overall ability to fully leverage the platform. By standardizing workflows, refining template configurations, and implementing a comprehensive training program, ULM can significantly enhance data quality and operational efficiency. Strengthening GIS integration and automating key processes will also enhance the tracking of water loss, support regulatory compliance, and improve asset management. These improvements will empower ULM staff to continue delivering high-quality service to the community with more informed, data-driven decisions.

Implement Cityworks Recommendations for ULM

- Evaluate existing work activities to recommend consolidation, elimination or new work activity templates. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend the best use of work activity types. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend use of Tasks, Observations, or Custom Field Categories. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend improvements to mitigate the manual compilation of reports. **(Moderate)**
- Configure Effort, Duration, and Days/Hours to Complete for work activities to support reporting on KPIs such as workload, backlog, and performance monitoring. **(Moderate)**
- Create reports to address specific needs, such as dead-end flushing and water loss. **(Complex)**
- Evaluate process for handling hydrant-related Cityworks Work Orders and GIS integration to recommend improvements to process and configurations in Cityworks and GIS. **(Moderate)**

- Evaluate the process for dead-end flushing to recommend improvements to the process and configurations in Cityworks and GIS. **(Moderate)**
- Evaluate the use of Storeroom to determine updates. **(Moderate)**

Implement GIS Recommendations for ULM

- Evaluate existing GIS to recommend schema updates that will support future state business process and workflow recommendations. **(Moderate)**
- Develop GIS data governance recommendations for the ULM Division to take ownership of assets in GIS, allowing edits on defined GIS features and attributes using Cityworks and the ArcGIS Field Map app. **(Moderate)**

Deliverables

- Configure up to five (5) Work Orders with recommended Tasks or Custom Field Categories. Up to fifty (50) tasks.
- Configure up to five (5) Inspections with recommended Observations.
- Configure up to five (5) work activities to use Effort, Duration, and Days/Hours to Complete.
- Create up to three (3) Active Reports.
- Update Storeroom based on recommendations, with a focus on water loss tracking and inventory control.
- Memorandum providing guidance on GIS data governance, Cityworks work activity templates, Cityworks Work Order and Inspections refinement, GIS schema updates, and GIS bulk update workflows.

ULM Warehouse

Assessment Report Conclusion Summary

The ULM Warehouse Division, although supported by foundational Cityworks configurations, relies heavily on manual methods and reactive practices for inventory management, presenting significant opportunities for improvement. By implementing regular Equipment, Labor, Material (ELM) updates, designating Cityworks Storeroom managers, streamlining workflows, and adding real-time inventory tracking Dashboards, the department can shift toward proactive material ordering and enhance inventory control. Logical Cityworks Storeroom organization, along with potential technology integrations such as barcoding or mobile device use, will further support improved inventory management and reduce unauthorized removals. Ongoing evaluation and adoption of these recommendations will assist the Logistics Coordinator and staff to effectively manage materials, align with organizational goals, and optimize resource allocation for water and sewer utilities.

Implement Cityworks Recommendations for ULM Warehouse

- Identify appropriate role(s)/person(s) to become the Cityworks Storeroom Administrator for ULM Warehouse based on current/future state workshop results. **(Moderate)**
- Define clear objectives for the organization's inventory management, such as reducing costs, increasing efficiency, and improving oversight of inventory contents. **(Moderate)**
- Develop workflows detailing transaction scenarios for each department and division. This will determine the configuration strategy for Cityworks Storeroom as used in ULM. **(Moderate)**
- Evaluate the feasibility of using barcoding with Cityworks Storeroom. **(Moderate)**
- Evaluate existing work activities to recommend consolidation, elimination or new work activity templates. **(Moderate)**

- Create reports to address specific needs, such as inventory audits or water purchases. **(Complex)**
- Recommend and configure one of the three Storeroom workflows as noted in the Assessment Report. **(Complex)**
- Evaluate the use of Storeroom to recommend improving water loss tracking. **(Moderate)**

Deliverables

- Identify the ULM Warehouse Role to be the Cityworks Data Steward.
- Create up to three (3) Active Reports.
- Configure Storeroom based on recommendations to improve tracking of water loss.
- Memorandum documenting objectives for inventory management, and documenting the feasibility/options/recommendations for barcoding.

Traffic Operations

Assessment Report Conclusion Summary

The Traffic Operations Division demonstrated strong foundational use of Cityworks WOs. However, opportunities remain to streamline workflows, improve data consistency, and enhance reporting capabilities, particularly by moving external asset tracking methodologies into Cityworks. By refining SR Templates, optimizing WO configurations, and leveraging GIS integration, the division can reduce redundancy, improve data quality, and support proactive maintenance planning. Implementing structured training, updating permissions, and enhancing user interfaces will empower staff to fully use the capabilities of Cityworks. These improvements will enable the Traffic Division to better manage its infrastructure, support strategic planning, and continue delivering high-quality service to the community.

Implement Cityworks Recommendations for Traffic Operations

Superscript numbers reference the document “Discussion Points for Cityworks Enhancements”, provided to 1898 & Co during the Cityworks Assessment workshops

- Evaluate Cityworks landscape and discuss division pain points, review multi-domain use.¹ **(Moderate)**
- Configure Role-based Cityworks Style profiles for Traffic Operations.^{2,14} **(Moderate)**
- Evaluate the use of the ArcGIS Field Map app and recommend modifications to permissions and GIS schema.^{3,4} **(Moderate)**
- Evaluate existing web maps and recommend modifications to achieve the requested categorization, such as Regulatory and Warning Signs, and map legend layout.^{4,5} **(Moderate)**
- Evaluate existing reports and recommend optimized reporting capabilities.⁶ **(Moderate)**
- Evaluate existing GIS features and recommend methodologies to support replacement date notifications.⁷ **(Moderate)**
- Evaluate GIS, web maps, and permissions and recommend modifications required for attaching files to GIS.⁸ **(Moderate)**
- Configure Cityworks Dashboards for tracking department objectives, projects, and performance metrics.⁹ **(Moderate)**
- Evaluate GIS and web maps and recommend modifications that will enable integration with Google Earth.¹⁰ **(Moderate)**

- Evaluate the use of Storeroom and recommend modifications for efficient organization.¹¹ **(Moderate)**
- Evaluate the use of Storeroom and recommend modifications to meet requirements for sign tracking, forecasting, and budget planning.¹² **(Moderate)**
- Configure Storeroom based on recommendations.¹¹ **(Complex)**
- Evaluate existing Work Orders and Inspections and recommend improvements to update asset information.^{13,15} **(Moderate)**
- Evaluate Cityworks Groups and Permissions and recommend configurations to restrict creation or modification of work activities. **(Moderate)**
- Evaluate Cityworks Service Requests to validate the need for questions and answers. **(Moderate)**
- Identify the minimum data required for Cityworks Service Requests to be submitted downstream in organizational workflows. **(Moderate)**
- Evaluate existing work activities to recommend consolidation, elimination or new work activity templates. **(Moderate)**
- Evaluate existing Work Orders and Inspections and recommend the best use of Asset Readings or Custom Field Categories. **(Moderate)**
- Configure Effort, Duration, and Days/Hours to Complete for work activities to support reporting on KPIs such as workload, backlog, and performance monitoring. **(Moderate)**

Implement GIS Recommendations for Traffic Operations

- Evaluate existing GIS features and recommend schema changes^{7,8,13,15,17} based on recommendations above. Review enhancements requested by Traffic Operations during the Assessment phase, support refurbishment/replacement programs within Traffic Operations, and enable attachments to GIS features. **(Moderate)**

Deliverables

- Current State Documentation of business processes and workflows that rely on Cityworks.
- Configure up to five (5) Work Orders with recommended Tasks or Custom Field Categories. Up to fifty (50) tasks.
- Configure up to five (5) Inspections with recommended Observations.
- Configure up to five (5) work activities to use Effort, Duration, and Days/Hours to Complete.
- Configure up to three (3) existing web maps to support the categorization of Regulatory and Warning signs.
- Configure one (1) Cityworks Dashboard for tracking department objectives, projects and performance metrics.
- Create up to three (3) Active Reports.
- Configure four (4) total role-based Cityworks Style profiles for: CSRs, field crew members, supervisors, and managers.
- Configure Storeroom based on recommendations.
- Configure Cityworks Groups and Permissions to restrict authorized users who can create or modify work activities.
- Memorandum providing guidance on GIS data governance, Cityworks work activity templates, Cityworks Work Order and Inspections refinement, GIS schema updates, and GIS bulk update workflows.

Parks

Assessment Report Conclusion Summary

The Parks Department has successfully adopted Cityworks, demonstrating strong initial usage, staff engagement, and leadership support. To optimize the system's value, enhancements are needed in work order (WO) management, reporting, and training. Parks should also implement an asset management strategy and workflow automation. By addressing the recommendations in the assessment report, the Parks Department can improve its asset tracking, cost analysis, and maintenance planning to maximize the lifespan of key assets using data-driven decisions

Implement Cityworks Recommendations for Parks

- Identify the appropriate role/person to become the Cityworks Steward for the Parks Department. **(Moderate)**
- Configure Effort, Duration, and Days/Hours to Complete for work activities to support reporting on KPIs such as workload, backlog, and performance monitoring. **(Moderate)**
- Create reports to address specific needs such as fertilizer usage, asset replacements, and contractor work. **(Complex)**
- Create Inspection Templates for Irrigation Operation and Irrigation Leak. **(Moderate)**
- Deconstruct the existing single Inspection for all equipment and surfaces into separate Inspections, focused on the type of equipment or surface. **(Moderate)**
- Configure Cityworks work activities based on future state recommendations, asset hierarchy and GIS data model. **(Moderate)**
- Evaluate existing work activities to recommend consolidation, elimination or new work activity templates. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend the best use of work activity types. **(Moderate)**
- Evaluate existing Work Orders and Inspections to recommend use of Tasks, Observations, or Custom Field Categories. **(Moderate)**

Implement GIS Recommendations for Parks

- Develop asset hierarchy for park locations, facilities and amenities. **(Complex)**
- Modify GIS data model for Parks based on asset hierarchy **(Complex)**

Deliverables

- Identify the Parks Department's Role to be the Cityworks Data Steward for the department.
- Configure up to five (5) work activities to use Effort, Duration, and Days/Hours to Complete.
- Create up to three (3) Active Reports.
- Create one (1) Irrigation Operation Inspection template.
- Create one (1) Irrigation Leak Inspection template.
- Configure up to five (5) Work Orders with recommended Tasks or Custom Field Categories. Up to one hundred (100) tasks.
- Configure up to five (5) Inspection templates with recommended Observations.
- Memorandum providing guidance on GIS data governance, Cityworks work activity templates, Cityworks Work Order and Inspections refinement, and documenting Parks' asset hierarchy.

Leadership

Assessment Report Conclusion Summary

The leadership workshop revealed opportunities to enhance the use of Cityworks for WO tracking, budgeting, and resource management to improve communication with the Town Council. Key priorities include improving KPI reporting for self-service access and role-based Dashboards for Directors. The importance of performance metrics in supporting budget justifications and addressing citizen complaints was a priority. The leadership team aims to enhance the integration of citizen requests into Cityworks, potentially through a public-facing portal or a third-party application. There is a desire to enhance the tracking of drainage complaints through map-based visualization. Citizen requests routed to the Traffic Division are tracked in Microsoft Access, but can be integrated into Cityworks, while ADA ramp repairs and contractor locate requests are also targeted for inclusion. Recommendations include simplified Cityworks Style Profiles, real-time Dashboards for backlog and WO types, and exploring licensing for public-facing Cityworks features to further engage with citizens and enhance data-driven decision-making.

Implement Core Requirements for Leadership

- Document Key Performance Indicators required by leadership. **(Moderate)**
- Configure Cityworks Dashboards based on documented KPIs. **(Moderate)**
- Evaluate options to leverage GIS and Cityworks as the system of records where possible for budgeting, resource tracking, and management of citizen requests. **(Moderate)**
- Evaluate options for third-party applications to integrate with Cityworks to manage citizen requests. **(Moderate)**
- Configure the Cityworks Dashboard to indicate workload, backlog, and status of work activities. **(Moderate)**
- Configure Cityworks Dashboard to visualize location-based data such as drainage complaints, ADA ramp issues, and budgeting information. **(Moderate)**
- Evaluate the Cityworks interface and recommend a simplified user interface tailored to different groups of employees based on their roles and responsibilities. **(Moderate)**
- Evaluate security and permissions to enhance security and prevent unauthorized access. **(Moderate)**
- Develop workflow diagrams for each department, showing high-level key workflows for each department's responsibilities. **(Standard)**

Deliverables

- Documentation of Key Performance Indicators required by Leadership.
- Configure one (1) Cityworks Dashboard based on documented KPIs.
- Configure one (1) Cityworks dashboard to indicate departmental workload, backlog, and status of work activities across the organization where Cityworks is utilized.
- Configure one (1) Cityworks dashboard to visualize the location of complaints and issues when work activities contain location-based information.
- Four (4) days of onsite administrative training, covering use of Admin, Style, Active Reports, Storeroom, and OpX, as well as departmental follow-up sessions as needed.
- Memorandum indicating best use of GIS and Cityworks as the system of record for budgeting, resource tracking, and management of citizen requests, integrating Cityworks with third-party citizen request applications, documenting how 1898 & Co. configured Cityworks to tailor the user

interface for the organization, and recommendations for security and permission updates to prevent unauthorized access to GIS and Cityworks.

- High-level documentation of key departmental workflows.

GIS & IT

Assessment Report Conclusion Summary

As part of the GIS and IT workshop discovery and assessment, 1898 & Co. collaborated with Town staff to evaluate the current GIS and Cityworks environments, building on prior work completed during the Antero project. The review identified opportunities to strengthen data ownership and governance, enhance system integration and data modeling, and address security, compatibility, and infrastructure challenges that affect performance and reliability. Overall, the assessment emphasizes the need for a more unified, role-based, and secure framework that supports efficient asset management, enhances user access, and sustains the Town's long-term GIS and Cityworks operations.

Implement Recommendations for GIS

- Install ArcGIS Enterprise version 11.x, deploy components. **(Moderate)**
- Evaluate usage of ArcGIS Portal to recommend use of Groups, Roles and privileges based on user access requirements. **(Moderate)**
- Evaluate existing citizen engagement web maps and web apps published in ArcGIS Enterprise and ArcGIS Online. **(Moderate)**

Deliverables

- Install ArcGIS Enterprise 11.x in test and production environments.
- Memorandum recommending ArcGIS Portal configurations, and the management of citizen engagement web maps and apps. Resulting ArcGIS Portal configurations to be completed by the Town.

FME & Fireworks Integration

Integration Scope

The focus of our scope of services is to set up a bi-directional data exchange between Cityworks, ArcGIS, and Fireworks. The integration services will support:

1. **Hydrant Data Accuracy:** Maintaining hydrant creation, updates, and status synchronization across systems.
2. **Operational Workflows:** Supporting flow testing, flushing, and hydrant maintenance activities.
3. **Centralized System of Record:** Ensuring ArcGIS remains the authoritative source for hydrant asset data while synchronizing updates in Fireworks and Cityworks.
4. **FME Middleware Utilization:** Extracting, transforming, and loading data via the Cityworks and ArcGIS Application Programming Interfaces (APIs) and an import/export process used by Fireworks to maintain system-wide consistency and communication.

Integration Tasks

Task 1. Requirements Definition and Safe Software FME Flow Configuration and Integration Script Development

Set up and configuration of a hosted version of Safe Software FME Flow, along with the development of system integration scripts that will leverage the Cityworks and ArcGIS Application Programming Interfaces to create and update information in Cityworks and ArcGIS, respectively. The integration scripts will be set up to run once each night, with the purpose of sharing hydrant information from ArcGIS with Fireworks and hydrant status information from Fireworks to ArcGIS, as well as creating new hydrant maintenance requests in Cityworks as Cityworks Service Requests assigned to Flower Mound Public Works staff. Flower Mound Public Works staff will review the Service Requests created by the integration and create Cityworks Work Orders as needed based on their review of the request.

Task 2. Updates to Cityworks and ArcGIS to Support the Integration Processes

1898 & Co. will assist with performing updates in Cityworks and ArcGIS to support the bi-directional integration. This will include creating the FME software service account and assigning the Service Request API license, creating or updating Hydrant maintenance request Service Request templates, and updating the configuration of the ArcGIS web services to support updating the operational status of hydrants in ArcGIS based on information from Fireworks.

Task 3. Functional Tests and User Acceptance Testing

As the integration scripts are developed in the Flower Mound, TX test environment, 1898 & Co. will perform unit tests and user acceptance testing to confirm that the integration scripts meet the requirements defined in task 1.

Task 4. Production Deployment

After the FME Flow integration scripts pass the defined functional and user acceptance testing processes in Task 3, 1898 & Co. will promote the FME Flow scripts into a production environment where the scripts are accessing the production Cityworks, ArcGIS, and Fireworks environments and are set up to run on a nightly schedule as agreed upon with Flower Mound project stakeholders. After the scripts are deployed into the production environment, testing will be performed to confirm that the production deployment is successful and the defined requirements are being met.

Task 5. User Training on Integration Workflows and Documentation

1898 & Co. will provide Flower Mound with integration documentation, along with one (1) day of onsite end-user and administrative training on how the FME Flow scripts operate, when and how to run the integration process, as well as how to make basic updates to the integration scripts.

Task 6. Project Management

1898 & Co. will provide a project manager who will coordinate project activities with Flower Mound project stakeholders. The project manager will be responsible for coordinating weekly project status meetings, facilitating stakeholder discussions, and sharing documentation with the town of Flower Mound. Project management activities will be ongoing throughout the project's duration.

General Assumptions

- Flower Mound will purchase and make available the necessary licenses of FME Flow Hosted and the Cityworks Service Request API to support the project.
- Flower Mound will provide the required level of access to Cityworks, ArcGIS, and Fireworks to support the development of the integration workflows.
- Fireworks staff will set up a Secure File Transfer Protocol (SFTP) site where Fireworks and ArcGIS data will be posted for export/import of information into the systems.
- Fireworks staff will be responsible for developing the Fireworks export and import process. Information will be exchanged with Fireworks via an agreed-upon spreadsheet/comma-separated value format.
- On-site training will be conducted during the same week as the final administrative training sessions.

Responsibilities of the Client

- Provide software licenses for FME Flow Hosted and the Cityworks Service Request API.
- Coordinate with external vendors and internal town stakeholders.
- Review deliverables and provide feedback, and testing of integration scripts.

Integration Timeline

1898 & Co. estimates that it will take between 4-6 weeks to complete the development and production deployment of the integration scripts. This timeline is contingent upon being provided with FME Flow Hosted licensing, Fireworks data access, and Cityworks Service Request API licensing at the project kickoff.

Support Block

Ad-Hoc General Support Hours

Within the scope of the overall project, up to 100 hours of remote, ad-hoc support are allocated. These hours may be utilized for supplementary training, technical assistance, process enhancements, process documentation, or other related requirements, as well as post-migration enablement support or training once the Town has transitioned into the Unity Maintain platform.

Approach & Methodology

Upgrade Core Platforms

The project will begin by assessing and upgrading foundational technology platforms. This includes evaluating the current operating systems, databases, and enterprise applications in use. Collaboration with the IT department will be essential to ensure that upgrades are conducted with minimal disruption to ongoing services. The process will involve careful planning for the implementation of new features designed to enhance scalability and security for future needs.

Document Business Processes

Stakeholders from all divisions will work together to map existing workflows and identify areas where challenges or inefficiencies exist. This effort will focus on standardizing best practices and thoroughly documenting step-by-step procedures. Visual diagrams will be developed to facilitate a clear understanding of these processes, promoting consistency and alignment across all teams.

Execute GIS Cleanup

To ensure data accuracy and consistency, a comprehensive review and correction of Geographic Information System (GIS) datasets will be undertaken. The process will involve removing outdated or duplicate entries, updating attribute information, and applying standard naming conventions. These actions will support reliable analytics and reporting across the organization.

Implement Departmental Phase 1 Changes

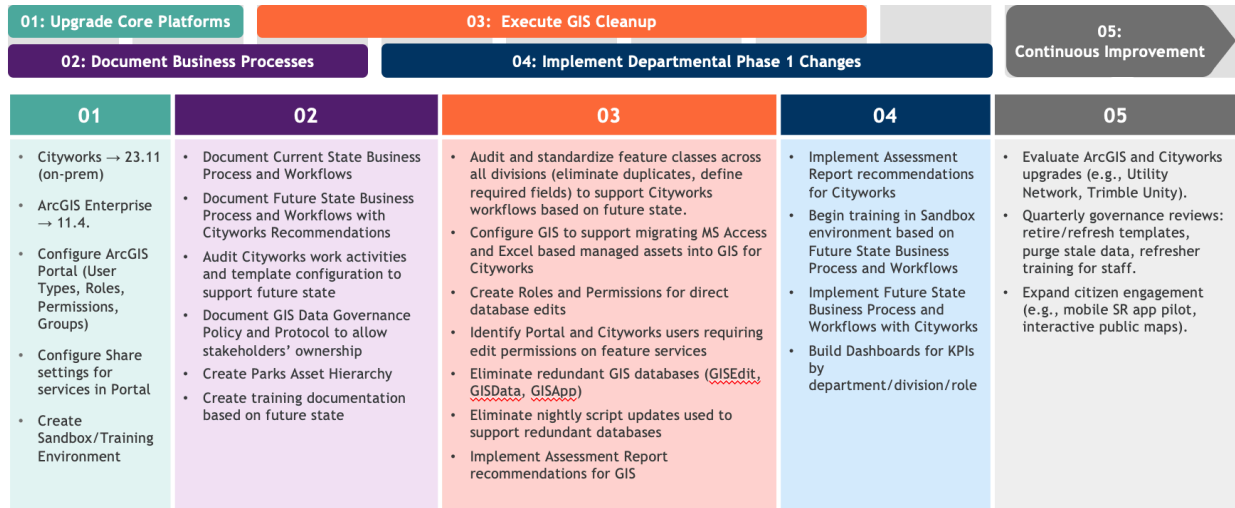
As part of the initial phase, targeted improvements will be introduced within each department. This includes configuring new dashboards, launching self-service tools, and providing training to end users on updated processes. The focus will be on achieving rapid wins that deliver immediate value while establishing a foundation for future enhancements.

Continuous Improvement

Mechanisms will be established to support ongoing feedback, performance monitoring, and iterative updates. Cross-departmental collaboration will be encouraged to identify emerging needs and opportunities to optimize systems and processes. These efforts will help ensure that the organization continues to benefit from sustained improvements over time.

Timeline

The following is the original, future-state timeline from the assessment. It should be noted that some tasks have already been accomplished.



The following schedule outlines the sequence and timing of project tasks, illustrating how each activity aligns relative to the others. The proposed start date is contingent upon Council approval, and the total duration is expected to be approximately 10 months, followed by the completion of any remaining ad-hoc support block hours.

Task	Months										
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Mobilization											
ArcGIS Enterprise Upgrade											
Onsite Workshops											
Cityworks Usage Audits											
Document Processes											
Document GIS Data											
Data Governance											
Create New GIS Asset Hierarchies											
GIS Future-State Updates											
Cityworks Future-State Updates											
Fireworks Integration											
Trimble Unity Migration											
End-User Training											
Ad-Hoc Support Block (Remainder)											

Future Scope Considerations

This section identifies additional services and enhancements that were developed as part of the Cityworks and GIS assessment and proposal process but were removed from the current scope at the Town's request. These items are not required to successfully execute the approved project; however, they represent additional items that would further advance system maturity, operational efficiency, and long-term return on the Town's investment in Cityworks and GIS. The tasks and associated costs are provided for planning and budgeting purposes only and may be considered individually or as part of a future phase, should priorities, funding, or business needs evolve.

Task	Fee
Governance Crosswalk A table to align the findings from the Cityworks Assessment, and map them with proposed implementation tasks, responsible divisions, and corresponding milestones, serving as a bridge between strategic planning and execution, ensuring alignment across departments. This table would serve as a master project checklist for IT, Public Works, GIS, Finance, and project management teams, aiding resource coordination, budget planning, and tracking progress toward organizational goals, ensuring visibility and accountability throughout the implementation process.	\$4,200.00
ArcGIS Enterprise Configuration Collaboration between 1898 & Co. and the Town to configure ArcGIS Enterprise after installation.	\$8,400.00
Additional Onsite Engagement An additional one (1) week of discovery workshop, as well as an additional one (1) week of onsite end-user training (additional travel costs included).	\$67,400.00
Expanded Support Block An additional 100 hours of support block.	\$35,000.00
Total	\$115,000

General Assumptions

- The Town of Flower Mound will provide timely access to Cityworks AMS, GIS environments, and all necessary systems required for implementation and configuration.
- The Town will designate a project manager and key subject matter experts (SMEs) from each department to participate in workshops, testing, and validation activities.
- Town staff will be available for scheduled discovery sessions, training, and review of deliverables.
- Data provided by the Town is assumed to be accurate and complete; additional remediation beyond the defined scope will require a change order.
- Third-party systems or integrations not explicitly identified in the scope are considered out of scope.
- The project schedule is contingent upon timely feedback (within five business days unless otherwise agreed).
- The project schedule depends on the availability of funding for tasks during the specified fiscal years.
- Delays in client reviews, access, or data provision may impact the overall timeline.
- A content freeze window will occur before final migration from Cityworks On-Prem to Unity Maintain.
- End-user adoption and ongoing change management are shared responsibilities; 1898 & Co. will provide initial training (train-the-trainer) and documentation, but ongoing training beyond the defined sessions is the responsibility of the Town.
- The Town is responsible for maintaining and supporting its own hardware, network infrastructure, and software licensing.
- Licensing to support SSO and configuration of the IdP to be provided by the Town.
- Any upgrades to IT infrastructure (servers, databases, network connectivity, etc.) required to support the project are outside the scope of this proposal.
- Trimble will provision the Unity environments (both Production and Sandbox), as well as access to any replica database instances.
- Proposed costs are based on a unified cross-departmental implementation. If the Town chooses to proceed with independent departmental efforts, costs and schedule may need to be revised.
- All services will be performed in accordance with the terms and conditions of the Professional Services Agreement between Burns & McDonnell Engineering Company, Inc. and the Town of Flower Mound, TX, executed by the parties on December 16th, 2024.
- Unless specifically identified as part of this scope of services, all configuration, data management, and maintenance of the Town's Cityworks and GIS environments will be the responsibility of the Town.

- Any additional configuration or development tasks (including reporting and integrations) not explicitly described herein are considered out of scope and will require separate authorization before work is performed.
- Any scope changes must be documented and approved through a formal change order before additional work is performed.
- Flower Mound will purchase and make available the necessary licenses of FME Flow Hosted and the Cityworks Service Request API to support the project.
- Fireworks staff will set up a Secure File Transfer Protocol (SFTP) site where Fireworks and ArcGIS data will be posted for export/import of information into the systems.

ATTACHMENT B

Fee and Payment

Fee Breakdown

The total fee for the project is spread across several departments, each responsible for specific areas of work. These departmental fees encompass direct expenses associated with each department, covering tasks and responsibilities specific to that department's scope. Additionally, the fees cover project administration, project management, and activities that require collaboration across multiple departments. Such shared efforts are designed to improve efficiency and reduce the overall price by combining resources and streamlining processes wherever possible.

Department	Fee
Streets Tasking	\$65,000.00
Drainage/Stormwater Tasking	\$52,000.00
Utilities, ULM, and Warehouse Tasking	\$81,000.00
Traffic Tasking	\$71,000.00
Parks	\$110,000.00
Leadership & GIS/IT Tasking	\$152,000.00
FME & Fireworks Integration	\$22,000.00
Support Block	\$35,000.00
Total	\$588,000

The total fee for these departmental allocations is **\$588,000.00**. This amount is proposed as a lump sum, inclusive of planned travel expenses for the necessary on-site workshops and meetings. By bundling the work across departments into a single, collaborative effort, efficiencies are gained through shared resources and streamlined processes, resulting in cost savings and a more efficient schedule. Invoicing will be submitted monthly on a % complete basis for each department or task as identified in the table above for this lump sum project.

If Flower Mound chooses to proceed with each department independently rather than as part of this unified approach, the benefits of collaboration and shared efficiencies will be lost. In that scenario, both the pricing and project timeline would need to be recalculated to reflect the decreased efficiency. This would ultimately result in higher overall costs and longer project durations.

Validity

The costs and schedule shown herein are valid through March 1, 2026. After this date, each is subject to change.



1898andco.com



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

DATE: February 16, 2026
FROM: Leandro Rodriguez, CIP Manager
ITEM: **Consider approval of the 2025 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #2 (TIRZ #2).**

BACKGROUND: On November 6, 2023, Town Council established the TIRZ #2 by creating the zone, a Board of Directors, and a TIRZ fund. The TIRZ Annual Report is required by law to be filed annually with Denton County and the Comptroller of Public Accounts in Austin before the 150th day following the end of the fiscal year.

At the February 16, 2026, TIRZ #2 Board meeting, the 2025 Annual Report was submitted to the TIRZ Board for approval. The report outlines the net taxable value and captured appraised value within the zone, as well as the increment for fiscal year 2024-2025.

BOARD REVIEW/CITIZEN FEEDBACK: The 2025 TIRZ #2 Annual Report was submitted for approval to the TIRZ #2 Board at their February 16, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. TIRZ 2 Annual Report 2025

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

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #2
As of September 30, 2025



Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #2
(TIRZ #2)

ANNUAL REPORT

2025

Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #2

As of September 30, 2025

ANNUAL REPORT

Chapter 311.016 of V.C.T.A. requires the following information as part of the annual report on the status of the TIRZ District. Information is contained in detail on the attached financial statements.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$0	Town Tax
\$0	County Tax
\$0	Total Revenue

2. Amount and purpose of expenditures from the fund:

No expenditures recorded in FY25

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:

No debt has been issued

4. Tax Increment base and current captured appraised value retained by the zone:

Taxing Jurisdiction	Net Taxable Fiscal Year Value 2024 - 2025	Base Year* Value Jan 1, 2023	Captured App. Value Fiscal Year 2024 - 2025
Town of Flower Mound	\$26,928,567	\$32,204,434	(\$5,275,867)
Denton County	\$27,676,883	\$32,897,491	(\$5,220,608)

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

- A. Captured appraised value shared by the municipality and other participating taxing jurisdictions received in Fiscal Year 2023-2024:

Taxing Jurisdiction	Participation Per \$100/Value	Amount of 2024-2025 Increment
Town of Flower Mound (80%)	\$0.3098224	\$0
Denton County (80%)	\$0.1502952	\$0
Total		\$0

- B. Amount of tax increment received in FY25 from the municipality and the other taxing jurisdictions based on 2023 valuations: \$0

- C. Other information: None

* Base Year Value as of January 1, 2023, is for Fiscal Year 2023-2024.



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

DATE: February 16, 2026
FROM: JP Walton, Chief Strategic Officer
ITEM: **Consider approval of Addendum No. 7 to the Master Services Agreement with MCCi, LLC , in the amount of \$45,061.83, for the migration from Laserfiche Avante perpetual licensing to the Laserfiche Subscription licensing model and implementation of Laserfiche Version 12.**

BACKGROUND: This item seeks approval of Addendum No. 7 to the Master Services Agreement with MCCi, LLC for the migration from the Town's current Laserfiche Avante perpetual licensing model to the Laserfiche Subscription licensing model and implementation of Laserfiche Version 12. The total project cost in FY 25-26 is \$45,061.83, which includes recurring annual subscriptions, professional implementation services, and credits for retiring legacy Avante licenses.

The upgrade from Avante to Laserfiche 12 provides a modernized, streamlined platform featuring a centralized installer, enhanced AI-powered capabilities such as Smart Fields for automated data extraction and document summarization, improved web client usability, and a revamped administration hub for easier system management. These enhancements enable faster business process automation, stronger security, and improved scalability for enterprise-wide use.

The subscription model offers expanded licensing to support multiple departments beyond the Town Secretary's Office. Additional features include a public-facing portal for document sharing, integration with DocuSign, advanced audit trail functionality, and improved workflow automation. Professional services also includes a remote administrator and user training to ensure successful adoption.

Historically, Laserfiche served primarily as the Records Retention Database for the Town Secretary's Office. In recent years, Engineering, Development Services, and Human Resources have also adopted Laserfiche, creating a need for additional licenses and improved functionality. This upgrade supports the Town's Strategic Goal of Community Engagement by increasing transparency and improving communication with residents.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$45,061.83

Proposed Expenditure/(Revenue)
\$45,061.83

Account Number(s):
100-655-59100-5130

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

ATTACHMENTS:

1. Letter of Removal - Town of Flower Mound
2. Addendum 7 to MSA 19803 - Town of Flower Mound - 39449 (FINAL)

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

Letter of Removal - For Changing Licensing Models

The undersigned certify to Compulink Management Center, Inc. dba Laserfiche (“**Laserfiche**”) that the following Laserfiche products for the below listed organization’s perpetual Laserfiche licensed system will be deleted from such organization’s computer systems within 60 days from the start of the new Laserfiche subscription licensing:

SKU	Product	LSAP Type	Quantity	Support Expiration	Serial Number
MSE30P	Avante Server for MS SQL	Avante	1	December 19, 2025	VBSI-KSBI-IAII-RLRL
MSM60P	Avante Records Management Module	Avante	1	December 19, 2025	VBSI-KSBI-IAII-RLRL
MATS16P	Starter Audit Trail	Avante	21	December 19, 2025	VBSI-KSBI-IAII-RLRL
MCS01P	Scan Connect	Avante	1	December 19, 2025	VBSI-KSBI-IAII-RLRL
MNF20P	Avante Named Full User with Web Client	Avante	21	December 19, 2025	VBSI-KSBI-IAII-RLRL
MSA30P	Additional Repository for MS SQL	Avante	1	December 19, 2025	VBSI-KSBI-IAII-RLRL

The undersigned acknowledge and agree that any credit to the current subscription term by Laserfiche has been issued conditionally upon removal of the above listed software and/or license(s), and that said organization will be charged the amount of the credit if any applicable activation keys have not been deactivated by the end of the above listed timeframe.

Town of Flower Mound

Registered End User/Organization Name

Email Address

Signed By:

MCCi

Laserfiche Authorized Solution Provider Name

Name:

Signed By:

Title:

Name:

Date

Title:

Location

Date

Location

Email Address

ADDENDUM NO. 7 TO MASTER SERVICES AGREEMENT NO. 19803

LASERFICHE PLATFORM CHANGE ORDER

Pursuant to Master Services Agreement No. 19803 ("**Agreement**"):

This Order, designated as Addendum No. 7, is entered into as of _____, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 7 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

TOWN OF FLOWER MOUND ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Traci Henderson
traci.henderson@flowermound.gov

Ship to: Jose Mendez
jose.mendez@flowermound.gov

cc AP Contact: Accountspayable@Flower-Mound.com;
townsecretary@flowermound.gov

Client Name: Town of Flower Mound

Quote Date: January 7, 2026

Client Address: 2121 Cross Timbers Road, Flower Mound, TX 75028

Quote Number: 39449

Order Type: Platform Change

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Annual Total</i>
<u>LASERFICHE ANNUAL SUBSCRIPTION - BASIC</u>				
☒ Laserfiche Business User Subscription (25-49 Users)	25	\$870.00	\$826.50	\$20,662.50
☒ Laserfiche Participant User Subscription (10-199 Users)	54	\$115.00	\$109.25	\$5,899.50
☒ Laserfiche Records Management Subscription	1	Included*	Included*	Included*
☒ Laserfiche Public Portal Subscription for Unlimited Laserfiche Servers	1	Included*	Included*	Included*
☒ Laserfiche Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
☒ Laserfiche Advanced Audit Trail Subscription	1	Included*	Included*	Included*
☒ Laserfiche Forms Portal Subscription	1	Included*	Included*	Included*
☒ Laserfiche SDK Subscription	1	Included*	Included*	Included*
☒ Laserfiche Sandbox Subscription	1	Included*	Included*	Included*
☒ Laserfiche Integration with DocuSign Subscription	1	Included*	Included*	Included*
☒ Smart Fields (Up to 10,000 Extractions Per Year)	1	Included*	Included*	Included*
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				<i>\$26,562.00</i>
<u>MCCi ANNUAL SUBSCRIPTION</u>				
☒ NEOGOV Integration by MCCi (600-1,499 Employees) Subscription	1	\$6,000.00	\$5,700.00	\$5,700.00
<i>MCCi Annual Recurring Subscription Subtotal</i>				<i>\$5,700.00</i>
<u>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>				
☒ MCCi Process Administration Support Services for Laserfiche (MPASS)	1	\$4,725.00	\$4,725.00	\$4,725.00
<i>Client needs are estimated based on the current components provided herein: up to 25 hours that will expire at the end of your renewal term.</i>				

☒	MCCi Learning Management System (LMS) for Laserfiche Subscription (25-49 Users)	1	\$2,840.00	\$2,840.00	\$2,840.00
☒	MCCi SLA for Laserfiche (25-49 Users)	1	\$2,500.00	\$2,375.00	\$2,375.00
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal					\$9,940.00

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	\$42,202.00
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<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Total</i>
MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK				
☒ Laserfiche 12 Implementation <i>Please see detailed Exhibit A: Statement of Work (SOW).</i>	1	\$24,750.00	\$23,512.50	\$23,512.50
Professional Services Subtotal				\$23,512.50

GRAND TOTAL - ONE-TIME SERVICES	\$23,512.50
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EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

☒ Laserfiche Avante Records Management Module	-1			
☒ Laserfiche Avante Starter Audit Trail	-21			
☒ Laserfiche Avante ScanConnect	-1			
☒ Laserfiche Avante Server for MS SQL with Workflow	-1			
☒ Laserfiche Avante Named Full User with Web Access	-21			
☒ Laserfiche Avante Additional Repository for MS SQL	-1			
☒ Laserfiche Participant User Subscription (10-199 Users)	-54			
☒ Laserfiche Software Support Credit Proration	1			
☒ Existing Laserfiche Software Support Credit Total				(\$12,819.95)

EXISTING MCCi SUPPORT/SUBSCRIPTION CREDIT

☒ MCCi Learning Management System (LMS) for Laserfiche On-Premise (10-24 Users)	-1			
☒ MCCi SLA for Laserfiche (5-10 Users)	-1			
☒ Managed Support Services, Level 2	-1			
☒ NEOGOV Integration by MCCi (600-1,499 Employees) Subscription	-1			
☒ MCCi Supplemental Support Services Credit Proration				
☒ MCCi Supplemental Support/Subsription Services Credit Proration	1			
Existing MCCi Supplemental Support/Subsription Credit Total				(\$7,832.72)

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT	(\$20,652.67)
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TOTAL LASERFICHE PROJECT COST	\$45,061.83
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**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal. Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access**.

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PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Professional Services: Statement of Work	Defined in Statement of Work

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
Description	MMSS	MPASS	MPASS2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) ⁺	■	■	■
Remote access support through web conferencing service ⁺	■	■	■
Access to product update version and hotfixes (Client Download) ⁺	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured <i>complex</i> business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms ⁺			■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

^{*} Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES

The assigned representative can maintain MCCi- or Client-configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS

Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

MCCI'S LEARNING MANAGEMENT SYSTEM (LMS) FOR LASERFICHE*

MCCi LMS is a powerful resource to enhance your operations by viewing Laserfiche trainings and easily create custom videos tailored to your specific use cases. With MCCi LMS you'll be able to:

- Learn how to use the Laserfiche solution with ever-increasing content of training videos
- Develop training materials specific to your agency's workflows
- Streamline onboarding of new employees
- Improve knowledge sharing across your team

**The LMS subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support
 - Client Self-Hosted
 - Cloud Applications

**Full SLA document is available upon request*

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MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with self-hosted Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Self-hosted Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution*

**Specific to Laserfiche Cloud and Laserfiche self-hosted Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid, and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then-current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date i.e., prorating for less than four months may not be permissible due to the timing of renewal invoicing.

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche self-hosted Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche self-

hosted Subscription Clients must reactivate the self-hosted Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.

- **Reinstatement Fees:** In order to receive uninterrupted support for perpetual self-hosted Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired. Laserfiche Reinstatement Fee amounts and the overall policy are subject to change and will be based on Laserfiche's then-current policy at the time of occurrence.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

Exhibit A:

Statement of Work

Town of Flower Mound

Laserfiche 12 Implementation

Issued: January 8, 2026
Valid for 30 days



STATEMENT OF WORK ("SOW")

This Statement of Work (including appendices hereto, the ("SOW") is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

BACKGROUND

Client has engaged MCCi to change their Laserfiche licensing platform from Avante to Subscription and upgrade their environment to version 12 of Laserfiche. This engagement also covers installation of PowerPack by MCCi and configuration of a public-facing web portal.

Laserfiche Administrator and user training will also be conducted remotely as part of this project.

PROJECT OBJECTIVES

- Project Kickoff and Project Staging
- Project Discovery and Requirements Gathering
- Laserfiche Licensing Platform and Version Upgrade
- PowerPack by MCCi Installation and Configuration
- Public Facing Laserfiche Web Application Installation and Configuration
- Laserfiche Repository Administrator Training – REMOTE
- Laserfiche User Training – REMOTE
- Alpha Testing and User Acceptance Testing (UAT)
- Solution Acceptance & Project Closeout

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PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
Laserfiche Licensing and Platform Upgrade	TBD	Lawrence Steed

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Angela Ellis	Solutions Architect	aellis@mccinnovations.com	(850) 757-7152

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Jose Mendez	Director of IT	jose.mendez@flowermound.gov	(972) 874-6081

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Jose Mendez	Director of IT	jose.mendez@flowermound.gov	(972) 874-6081

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MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
#1: Project Kickoff and Project Staging	Project Kickoff: MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc. Remote Access Set Up for MCCi Project Team: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols. Creation of Project Board: MCCi Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through the Project Management Tool of MCCi's choosing and provide access to Client's project team.
#2: Project Discovery and Requirements Gathering	MCCi will complete requirements gathering with client stakeholders to services and deliverables specific to Milestone(s) #3 - #5.
#3: Laserfiche Licensing Platform and Version Upgrade	Milestone Description: MCCi's Laserfiche Licensing Platform and Version Upgrade Package is designed for MCCi to switch your existing Laserfiche Licensing Platform (e.g., United, Teams, Avante, Rio) to a new Laserfiche Licensing Platform (e.g., United to Avante or Avante to Rio, etc.) on the servers that Laserfiche is currently installed on. This includes installing new modules that are included with your new licensing platform, installing, and configuring directory server, converting/migrating users from your repository to directory server if needed, and upgrading your existing Laserfiche applications to the latest version of Laserfiche. CLIENT DELIVERABLES - Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory) - Acquire, install, and set up TLS Certificates that meet Laserfiche requirements MCCi DELIVERABLES - Perform licensing update to upgrade Client to defined platform and latest version of Laserfiche. - Install and configure new modules in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not currently owned by Client to not exceed: directory server, Web Client, Forms, Workflow as outlined in the Laserfiche assumptions section - Install and configure Directory Server on the appropriate server per MCCi best practices - Convert/migrate repository user accounts to Directory Server (some pre-requisites apply) - Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) EXCLUSIONS MCCi is not responsible for the following: - Migrating Laserfiche system or MS SQL to new Windows Servers - Migrating existing Laserfiche environment/applications to new environment - Installing and configuring failover clusters or load balancing - Configuring servers in DMZs - Configuring identity providers other than native Active Directory - Metadata Configuration ASSUMPTIONS - Existing SQL Server version instances meet Laserfiche requirements.

	- Existing Windows Server version meets Laserfiche requirements. - Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers. - Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail. - Laserfiche Server version 11 and Laserfiche Workflow version 11 or higher are currently installed.
#4: PowerPack by MCCi Installation and Configuration	Milestone Description: MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack. CLIENT DELIVERABLES - Provide IIS web server to host the Data Analytics website - Provide SQL Server to host Data Analytics database (will be created during the initial configuration) - Provide server/workstation to install OCR Scheduler and Data Analytics service - Provide Laserfiche Workflow server to install and configure custom Workflow Activities - Provide a dedicated Laserfiche named user license for PowerPack to utilize MCCi DELIVERABLES - Install PowerPack components on a single server (workflow custom activities will be installed on the workflow server) - Configure one OCR Scheduler schedule - Install PDF and Microsoft Office iFilters - Provide one (1) remote overview training for up to one (1) hour EXCLUSIONS MCCi is not responsible for the following: - Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCR'd) - Running OCR on files in Laserfiche record series - Creating workflows ASSUMPTIONS - PowerPack is whitelisted with Client's antivirus software. - Client environment supports the latest Laserfiche SDK runtimes. - Microsoft Visual C++ 2015 Update 3 is installed and configured on Client system. - Microsoft .NET Framework 4.8 is installed and configured on Client system. - Laserfiche Workflow 10.2 or later is installed and configured on Client system. - Laserfiche Server 10.2 is installed and configured on Client system.
#5: Public Facing Laserfiche Web Products Installation and Configuration	Milestone Description: MCCi's public facing Laserfiche installation and configuration package is designed to implement a single Laserfiche web product in a Client's DMZ or Reverse Proxy environment and configure it to use Directory Server authentication. CLIENT DELIVERABLES - Acquire, install, and set up TLS Certificates that meet Laserfiche requirements - Provide servers in DMZ or Reverse Proxy - Configure appropriate DNS entries - Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory) MCCi DELIVERABLES - Install and configure one (1) instance of Laserfiche Web Client, Forms, Mobile, or WebLink in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) in a DMZ or Reverse Proxy

	▪ Configure Laserfiche software to use TLS Certificates supplied by Client ▪ Configure Laserfiche software to communicate with necessary internal servers ▪ Assuming Weblink is the instance chosen for installation and configuration: ▪ Basic configuration using the WebLink Designer not to exceed three (3) hours ▪ Configure WebLink access security to one (1) level from the root on one (1) repository for the public user account ▪ Perform basic software deployment testing EXCLUSIONS MCCi is not responsible for the following: ▪ Installing and configuring failover clusters or load balancing ▪ Provisioning Client servers in DMZs ▪ Customization of WebLink asp Microsoft .NET Framework file ▪ Configuration of Folder Filter Expression ▪ Configuration of ADFS/SAML Authentication ASSUMPTIONS ▪ Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers			
#6: Laserfiche Repository Administrator Training – Full Day - REMOTE	Milestone Description: MCCi’s Administrator Training is available as a full-day training split into two half-day sessions. The goal is for your organization to have a trained repository administrator. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below. <table><tr><td> ▪ User Management & Security ▪ Monitoring User Activity ▪ Licensing ▪ Cloud Navigation </td><td> ▪ Metadata Management ▪ Repository Architecture Overview ▪ General Repository Settings ▪ Folder Security </td><td> ▪ Recycle Bin Settings ▪ Audit Trail (if purchased) ▪ Supplement User Security ▪ Troubleshooting Overview </td></tr></table> CLIENT DELIVERABLES ▪ Have a license available for each attendee participating in the training ▪ Have access point for each attendee (laptop, desktop application, etc.) ▪ Provide the requisite IT system access ▪ Verify trainees can login to Laserfiche prior to scheduled training MCCi DELIVERABLES ▪ Provide two (2) training sessions for three (3) hours each ▪ Provide Repository Administration training according to the level of package purchased ▪ Provide training for up to six (6) users per session ASSUMPTION ▪ Attendees have either attended Laserfiche User Training or have requisite prior user experience ▪ Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer. EXCLUSIONS ▪ MCCi is not responsible for customizing training materials for the client.	▪ User Management & Security ▪ Monitoring User Activity ▪ Licensing ▪ Cloud Navigation	▪ Metadata Management ▪ Repository Architecture Overview ▪ General Repository Settings ▪ Folder Security	▪ Recycle Bin Settings ▪ Audit Trail (if purchased) ▪ Supplement User Security ▪ Troubleshooting Overview
▪ User Management & Security ▪ Monitoring User Activity ▪ Licensing ▪ Cloud Navigation	▪ Metadata Management ▪ Repository Architecture Overview ▪ General Repository Settings ▪ Folder Security	▪ Recycle Bin Settings ▪ Audit Trail (if purchased) ▪ Supplement User Security ▪ Troubleshooting Overview		

#7: Laserfiche User Training – Full Day - REMOTE	Milestone Description: MCCi's User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. Attendees will become familiar with how to import new content, how to search and retrieve existing content, and how to export. Your organization can choose whether training is conducted on the web-based or on the Windows Desktop Client. Your organization can work closely with the product trainer to identify user functions. The trainer can emphasize certain topics listed below. ▪ Import Options & Scanning ▪ Search & Retrieval ▪ User Options ▪ Metadata Usage & Reports ▪ User Navigation ▪ Export Options ▪ Repository Organization ▪ Document Modification ▪ OCR & Generating Text CLIENT DELIVERABLES ▪ Have a license available for each attendee participating in the training ▪ Have access point for each attendee (laptop, desktop application, etc.) ▪ Provide the requisite IT system access ▪ Verify trainees can login to Laserfiche prior to scheduled training MCCi DELIVERABLES ▪ Provide two (2) training sessions for three (3) hours each ▪ Provide Laserfiche User training according to the level of package purchased ▪ Provide training for up to six (6) users per session ASSUMPTION ▪ Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer. EXCLUSIONS ▪ MCCi is not responsible for customizing training materials for the client.
#8: Alpha Testing and User Acceptance Testing (UAT)	MCCi will complete Alpha testing of the delivered solutions to ensure they function based upon the outlined design. Client Testing Team will execute User Acceptance Testing (UAT). Client is responsible for fully testing configurations prior to going live. Client will have 2 weeks (10 business days) to complete UAT.
#9: Solution Acceptance & Project Closeout	Client will go fully live with the system and configured processes. A formal wrap-up call will be held to transition Client to their MCCi Account Management and Support team.

EXCLUDED

GENERAL

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining a backup and recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi is not responsible for anything not expressly included in this SOW.

[remainder of page left intentionally blank]

SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.
- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.

- **All Services pricing assumes the Client will grant MCCi unattended access** to the required infrastructure for the project. Unattended access requires the following:
 - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
 - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
 - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
 - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
 - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the six (6) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi's technical team will be provided unattended remote access to Client's applicable servers during the duration of the project outlined in this SOW.

[remainder of page left intentionally blank]

ROLES & RESPONSIBILITIES

PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

SYSTEM ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

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BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Billing Schedule	Invoice Amount
Kick Off	\$2,351.24
Progress Bill 1	\$5,878.13
Progress Bill 2	\$5,878.13
Progress Bill 3	\$5,878.13
Project Close - Final Acceptance	\$3,526.87
Total:	\$23,512.50

MCCi will initiate the first billing upon completion of the Project Kickoff. Incremental billing will be done based on the project's completion progress reaching 25% (Progress Bill 1), 50% (Progress Bill 2), and 75% (Progress Bill 3) respectively. Any pending billing will be invoiced upon completion of the SOW.

If either the Client or MCCi cancels any or all services in accordance with the Master Agreement, MCCi may invoice Client for a pro-rated share of the uncompleted work/milestone(s) for services actually performed through the effective date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same. It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	victor@mccinnovations.com



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

DATE: February 16, 2026

FROM: Robert Pegg, Town Engineer

ITEM: **Consider approval of an ordinance vacating and abandoning the existing 7.5-foot utility easement located along the southern property line of Lot 14, Block W, of Wellington Estates Phase 3 Subdivision. The property is generally located south of Quail Run and East of Flower Mound Road.**

BACKGROUND: The owners of this property are requesting the abandonment of the existing 7.5-foot utility easement to allow backyard renovations to include a hot tub and sauna. The current owners of the lot have signed the Hold Harmless and Indemnity Agreement for this abandonment. By signing the Hold Harmless and Indemnity Agreement, the owners agree to indemnify, hold harmless and defend the Town of Flower Mound, Texas, its agents, officers and employees from any loss, damage, liability or judgment, including reasonable attorney fees and costs, on account of any damage to property and injuries whatsoever to all persons which may arise as a result of the vacation, closing and abandonment of the existing 7.5-foot utility easement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance
2. Quitclaim Deed
3. Hold Harmless
4. Exhibit A

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EXISTING 7.5-FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTHERN PROPERTY LINE OF LOT 14, BLOCK W, OF WELLINGTON ESTATES PHASE 3 SUBDIVISION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS WHICH LOT IS MORE COMMONLY KNOWN AS 4725 CHRISTOPHER COURT, FLOWER MOUND, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING AND ASSIGNING THIS EASEMENT TO THE OWNERS OF THE FEE ESTATE; REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Juan I and Sandra P Rodriguez are the sole and current owners (the “Rodriguezs”) of Lot 14, Block W, of Wellington Estates Phase 3 Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, also known as 4725 Christopher Court (the “Property”); and

WHEREAS, the Town of Flower Mound (“Town”) has determined that the existing 7.5-foot utility easement located along the southern Property line (“Utility Easement”) is not needed for access to or maintenance of any public improvements in said easement; and

WHEREAS, the Rodriguezs have requested the Town to abandon all rights, title, and interest to the Utility Easement that burdens their Property; and

WHEREAS, in order to remove any question as to the continued interest of ownership of the Utility Easement, the Town desires to execute a quitclaim deed releasing all title, ownership, and control in the Utility Easement to the Rodriguezs, owners of the title to the underlying property.

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

SECTION 1

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

SECTION 2

The Town does hereby vacate and abandon all of the rights, title, and interest of the Town and the public in the existing Utility Easement as depicted and described in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 3

The Mayor of the Town, is hereby authorized and empowered to execute, on behalf of the Town, a quitclaim deed releasing to the owners of title to the Property, all claims to title, ownership, or control of the Utility Easement described in Section 1 of this Ordinance ("Quitclaim Deed").

SECTION 4

The Rodriguezs have requested the vacation and abandonment of the existing Utility Easement described herein and shall immediately file with the Town Manager a fully executed Hold Harmless and Indemnity Agreement ("Agreement") on a form provided by the Town, which Agreement shall constitute a covenant which runs with the Property.

SECTION 5

The Town Secretary is directed to file an original of the Quitclaim Deed referred to in Section 3 and the Agreement referred to in Section 4, in the Map and Plat Records and in the Deed Records of Denton County, Texas.

SECTION 6

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7

The fact that no present Ordinance of the Town of Flower Mound, Texas provides for the vacation and abandonment of the existing Utility Easement creates an urgency and emergency and in the preservation of the public health, safety, and welfare, requires that this Ordinance become effective from and after the date of its passage and it is accordingly ordained.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 16th DAY OF
FEBRUARY, 2026.**

APPROVED:

Chery Moore, MAYOR

ATTEST:

Traci Henderson, TRMC, CMC
TOWN SECRETARY

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.

QUITCLAIM DEED

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town Council of the Town of Flower Mound, Texas, after careful study and consideration, found and determined that the 7.5-foot utility easement which is located on property located at 4725 Christopher Court, Town of Flower Mound, Denton County, Texas ("Property"), was not being used by, nor useful or convenient to, the public in general, and constituted a public charge without a corresponding public benefit, and that the public would be better served and benefited by the vacation and abandonment of such portion of the utility easement; and

WHEREAS, on the 16th day of February, 2026, based on such findings and determinations, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. _____ which vacated and abandoned such portion of the utility easement, in the Town of Flower Mound, Denton County, Texas; and

WHEREAS, own the underlying title to the hereinafter described property where the vacated and abandoned portion of a utility easement was located and desire a quitclaim deed to remove any question concerning the continued interest of the Town of Flower Mound in such vacated and abandoned portion of the utility easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF FLOWER MOUND, TEXAS, Grantor, does hereby bargain, sell, release, vacate, abandon, and forever quitclaim unto JUAN I AND SANDRA P RODRIGUEZ, Grantees, and their heirs, successors, and assigns, all of Grantor's right, title, and interest, if any, in and to that portion of a utility easement described in Exhibit "A" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD all of Grantor's right, title, and interest, if any, in and to the above-described vacated and abandoned portion of a utility easement unto the Grantees, and their heirs, successors, and assigns forever, so that neither Grantor nor its successors or assigns shall have, claim, or demand any right, title, or interest in or to the vacated and abandoned portion of the utility easement and appurtenances or any part thereof.

EXECUTED this 16th day of February, 2026.

TOWN OF FLOWER MOUND, TEXAS

Cheryl Moore, MAYOR

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

BEFORE ME, _____, Notary Public, on this day personally appeared Cheryl Moore, Mayor of the Town of Flower Mound, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2026.

(Seal)

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

STATE OF TEXAS)
)
COUNTY OF DENTON)

**HOLD HARMLESS AND
INDEMNITY AGREEMENT**

Juan I and Sandra P Rodriguez are the sole and current owners (“Owners”) of that certain property described as Lot 14, Block W, of Wellington Estates Phase 3 Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat recorded in Cabinet U, Page 716, Plat Records, Denton County, Texas, and also known as 4725 Christopher Court (the “Property”). The Owners have requested the Town of Flower Mound (“Town”) to abandon all rights, title, and interest to the existing 7.5-foot utility easement located along the south property line, as depicted and described in Exhibit A, attached hereto.

NOW, THEREFORE, for and in consideration of the Town vacating and abandoning all rights, title, and interest in and to the above described 7.5-foot utility easement, Owners do hereby agree to indemnify, hold harmless, and defend the Town, its agents, officers, and employees from any loss, damage, liability, or judgement, including reasonable attorney’s fees and costs, on account of any damage to property and injuries whatsoever to all persons, that may arise as a result of the vacation, closing, and abandonment of the above described utility easement.

It is agreed and understood that this Agreement shall be filed in the Map and Plat Records and in the Deed Records of Denton County, Texas, and that the covenants made herein shall run with the land as described above.

EXECUTED this ____ day of February, 2026.

OWNERS:

Juan I Rodriguez

Sandra P Rodriguez

STATE OF TEXAS)
)
COUNTY OF DENTON)

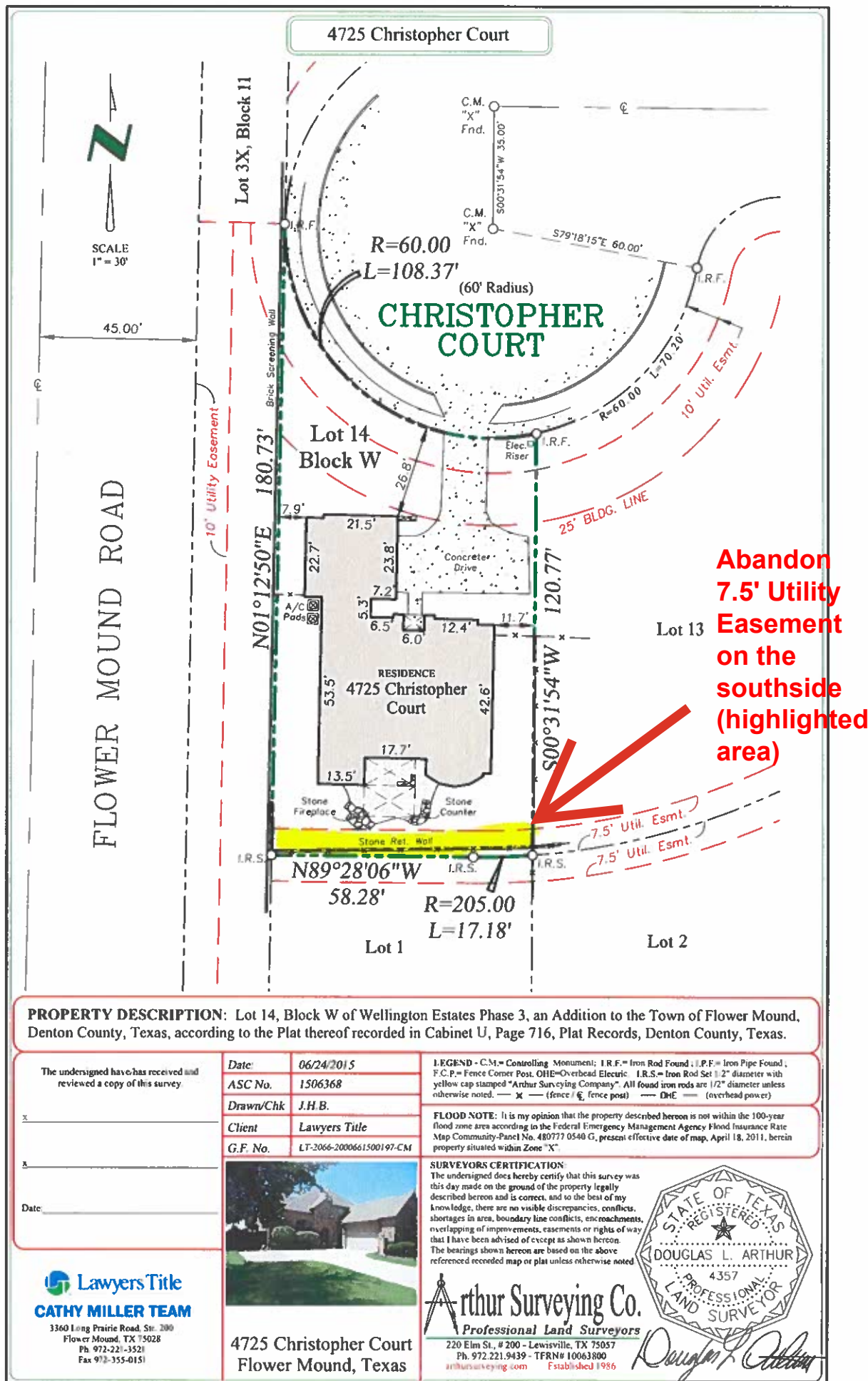
ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Juan I and Sandra P Rodriguez known to me to be the persons whose names are subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that they executed the same for the purposes and consideration therein expressed and that they have the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of February, 2026.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____





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

DATE: February 16, 2026
FROM: Julie Taylor, Director of Treasury Operations
ITEM: **Consider approval of a resolution extending the bank depository agreement with JPMorgan Chase Bank, NA, and the custodial agreement with The Bank of New York Mellon, for a two-year renewal period, declaring an effective date; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town's depository agreement with JPMorgan Chase Bank, NA ("Chase") and the custodial agreement with The Bank of New York Mellon ("BNY"), approved by Council on February 20, 2023, will expire on March 31, 2026. This resolution will extend both agreements for a two-year renewal period effective April 1, 2026, through March 31, 2028. The renewal period must be in mutual written agreement. Chase and BNY have agreed to extend the contract for a two-year renewal with no price increases. An Earnings Credit Rate (ECR) of 2.70% is applied to the Town's bank accounts by Chase to offset the fees.

Prior to the end of the renewal period, staff will solicit bids for a new depository services agreement as Local Government Code Section 105.017 states a depository services agreement cannot exceed five years.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$75,480 over the two-year renewal period.

Proposed Expenditure/(Revenue)

\$40,880.00 / \$34,600.00

Account Number(s):

100-650-51000-5110 / 200-650-52100-5110

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. Attachment 1 Resolution Depository and Custodial Agreements Renewal April 2026
2. Renewal Letter-Contract No 2023-14-A JPM
3. Renewal Letter-Contract No 2023-14-A BNY

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

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

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, EXTENDING THE BANK DEPOSITORY AGREEMENT WITH JPMORGAN CHASE BANK, NA, AND THE CUSTODIAN AGREEMENT WITH THE BANK OF NEW YORK MELLON TRUST COMPANY FOR A TWO-YEAR RENEWAL PERIOD AND DECLARING AN EFFECTIVE DATE.

WHEREAS, during the February 20, 2023 Regular Session, the Town Council of the Town of Flower Mound, Texas, pursuant to V.T.C.A., Local Government Code Sections 105.011 - 105.014, selected JPMorgan Chase Bank (herein after referred to as "Bank") as a depository for the Town's funds for the period beginning April 1, 2023 and ending March 31, 2026; and, with the right to extend the banking services agreement for two additional years; and

WHEREAS, during the February 20, 2023 Regular Session, the Town Council of the Town of Flower Mound, Texas, pursuant to V.T.C.A., Local Government Code Sections 105.018, selected The Bank of New York Mellon Trust Company (herein after referred to as "Custodian") to provide additional financial services, including custodial, safekeeping, and related depository services for the Town's funds for the period beginning April 1, 2023 and ending March 31, 2026; and,

WHEREAS, the Bank has qualified as a depository for the Town's funds in accordance with, Local Government Code Section 105.031, by providing sufficient security for the Town funds to be deposited with Bank; and

WHEREAS, the Town desires to extend the banking services agreement with Bank ("Depository Agreement") and the custodial services agreement ("Custodian Agreement") with the Custodian to provide additional financial services for an additional two-year period beginning on April 1, 2026, and ending on March 31, 2028 ("Renewal Period"); and

WHEREAS, the Town and Bank have agreed that for the term of the Renewal Period, the requirements set forth in the Depository Agreement have been complied with by the presence of the FDIC insurance coverage and no additional collateralization is required.

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

SECTION 1

That the Depository Agreement between the Town of Flower Mound and the Bank and the Custodian with a term concluding March 31, 2026, is hereby extended for a two-year renewal term. All provisions of the Depository and Custodial Agreements shall remain in full force and effect with this two-year renewal period beginning on April 1, 2026, and running through March 31, 2028.

SECTION 3

All provisions of Resolution #05-23 of February 20, 2023, shall remain in full force and effect, save as amended by this Resolution as to the length of the term.

SECTION 4

That this Resolution shall take effect upon and from the date of passage and shall continue in full force and effect unless and until certified notice of its amendment or repeal has been received and recorded by Bank.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THE 16th DAY OF FEBRUARY 2026.**

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



Purchasing Division

January 26, 2026

JP Morgan Chase Bank, N.A.

Attn: Brett Harper

420 Throckmorton, 4th Floor
Fort Worth, TX 76102

RE: CONTRACT NO. 2023-14-A Bank Depository Services
(Annual Contract with Renewals)
Vendor No: 10-8290
Items: All
Contract Renewal Date: 04/01/2026 thru 03/31/2028

Dear Ms. Harper:

The Town of Flower Mound would like to renew the above mentioned contract. Both parties agree to extend the contract for a period not to exceed two (2) additional years upon approval by the Flower Mound Town Council. This contract may be terminated by the TOWN or the CONTRACTOR by giving of thirty (30) days of written notice thereof, to the other party. It is understood all terms and conditions will be held firm during the renewal period.

Please indicate your acceptance of this renewal by signing this letter where indicated and returning it within seven (7) business days. Please return the renewal letter via email to: mars.alvarez@flowermound.gov

Thank you for your service to the Town. We look forward to a continued successful business relationship with your firm.

Sincerely,

Mars Alvarez
Town of Flower Mound
Purchasing Buyer

JP Morgan Chase Bank, N.A.
Brett Harper

1/27/26

Date

C: File Bid No. 2023-14-A
Julie Taylor – Director of Treasury Operations

“PROVIDE EXCEPTIONAL CUSTOMER SERVICE TO PROMOTE LASTING SUCCESS”

2121 Cross Timbers Road, Flower Mound, Texas 75028
Office (972) 874-6006 Fax (972) 874-6478



Purchasing Division

January 31, 2026

The Bank of New York Mellon Trust Company, N.A.

Attn: Ryan Reardon

4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256

RE:	CONTRACT NO. 2023-14-A	Custody Services (Annual Contract with Renewals)
Vendor No:		10-8108
Items:		All
Contract Renewal Date:		04/01/2026 thru 03/31/2028

Dear Mr. Reardon:

The Town of Flower Mound would like to renew the above mentioned contract. Both parties agree to extend the contract for a period not to exceed two (2) additional years upon approval by the Flower Mound Town Council. This contract may be terminated by the TOWN or the CONTRACTOR by giving of thirty (30) days of written notice thereof, to the other party. It is understood all terms and conditions will be held firm during the renewal period.

Please indicate your acceptance of this renewal by signing this letter where indicated and returning it within seven (7) business days. Please return the renewal letter via email to: mars.alvarez@flowermound.gov.

Thank you for your service to the Town. We look forward to a continued successful business relationship with your firm.

Sincerely,

Mars Alvarez
Town of Flower Mound
Purchasing Buyer

The Bank of New York Mellon Trust Company, N.A.

2/3/2026

Date

C: File Bid No. 2023-14-A; Julie Taylor, Director of Treasury Operations

“PROVIDE EXCEPTIONAL CUSTOMER SERVICE TO PROMOTE LASTING SUCCESS”

2121 Cross Timbers Road, Flower Mound, Texas 75028
Office (972) 874-6006 Fax (972) 874-6478



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

DATE: February 16, 2026

FROM: Jill Deramus, Special Events Manager

ITEM: **Consider approval for the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during the annual DCICA Holi Festival co-sponsored event. The Parks Board unanimously recommended approval by a vote of 6 to 0 at its February 5, 2026, regular meeting.**

BACKGROUND: Denton County India Cultural Association (DCICA), is a 501 (c) 3 organization focused on preserving the cultural heritage of the Indian community in North Texas, organizing festivals, and encouraging its members to extend charitable efforts to the towns and cities in which they live. DCICA is requesting approval from Town Council for the sale and consumption of alcoholic beverages (beer and wine) for the annual DCICA Holi Festival co-sponsored event.

The event will be held on Saturday, March 21, 2026, from 11 a.m. to 3 p.m. at Heritage Park. In the event of inclement weather, the alternate date will be April 11, 2026, during the same timeframe.

The event expects to have 300-500 in attendance. Activities will include entertainment, performances, and other activities related to the Holi celebration. If approved, beer and wine will be sold in a regulated area for event participants 21 and older. All proceeds from the event will go directly to DCICA to continue their mission.

DCICA is proposing to fence in a portion of the site so that beer can be sold and consumed during the event. There will be manned gates for entrance and exit into the area to ensure no alcohol is brought into or taken out of the designated area. They will hire a Texas Alcohol & Beverage Commission (TABC) licensed server to provide the beverages. DCICA will be required to secure a TABC Permit for the event and provide security at the entrance/exit gates. DCICA and/or a third party retailer will take on the risk and liability of selling alcohol at the event. In addition to the Town being named as an Additional Insured on their Liability Insurance, DCICA will also be required to get a Waiver of Subrogation and Site-Specific Liquor Liability Insurance naming the Town and DCICA as Additional Insured.

The sale of beer or wine on park property requires Parks Board consideration and the Town Council's approval since the event will be held at The Heritage Park of Flower Mound. An excerpt from the Code of Ordinances states: *It shall be unlawful to possess alcoholic beverages in any portion of a public park or recreation facility, with the exception that the use of alcoholic beverages may be permitted during designated activities upon recommendation of the Town's Parks Board and with approval of the Town Council.*

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board unanimously recommended approval by a vote of 6 to 0 at its February 5, 2026 regular meeting.

ALTERNATIVES: Town Council can deny the request, and the event will be held without the sale and consumption of alcoholic beverages.

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. DCICA_Holi_2026_Site_Map

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





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

DATE: February 16, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of a construction estimate from Reymar Construction for the installation of an emergency bypass connection for the Lakeside Lift Station through Town of Addison interlocal contract number 22-42, in the amount of \$65,377.07; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This is to install an emergency bypass connection to the Lakeside Lift Station force main. Recently, the lift station had an unexpected leak on the exterior manifold pipe, causing an emergency repair. The lift station had to be shut down temporarily until repairs could be completed. During the shutdown, staff had to manually pump out wastewater from the lift station and haul it to the wastewater treatment plant. This process was crucial, in which pumping operations had to be constant to prevent a sanitary sewer overflow (SSO) incident. An SSO incident would have caused an environmental hazard and a TCEQ violation.

This construction proposal is to install an emergency bypass connection to the existing force main in order to pump sewage in case of a lift station pump failure or emergency. Placing this emergency bypass connection is essential to maintaining lift station reliability, operational efficiency, and compliance with environmental standards. Permanent repairs and rehab work for the Lakeside Lift Station are planned through our CIP projects. Placing this emergency bypass connection soon will ensure that we have a redundant plan to avoid an SSO and be in compliance with TCEQ regulations.

Reymar Construction is a reputable company that specializes in emergency repairs and other utility construction. They have experience in working and installing emergency bypass connections. This construction estimate is through the Town of Addison Contract No. 22-42 in the amount of \$65,377.07.

Due to the operational importance of this lift station and to protect the public, the environment, and be in compliance with TCEQ, an emergency purchase order was processed to fast-track the installation of the emergency bypass with Reymar Construction. Town staff followed the Town's Emergency Purchase Order Policy that mirrors the State's criteria for an Emergency Purchase.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: An emergency bypass connection is necessary to ensure sustainable pumping operations in case of an emergency and comply with TCEQ standards and regulations.

FISCAL IMPACT: \$65,377.07

Proposed Expenditure/(Revenue)
\$65,377.07

Account Number(s):
200-690-90420-4307

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Reyman Const Estimate

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

2010 E. Lancaster Ave.
Fort Worth, TX 76103

PHONE (817) 535-3451
FAX (817) 535-0153

REY-MAR CONSTRUCTION

Date: 1-12-2026

Reference: **Proposal**: Lakeside Lift Station & Force Main – Emergency Bypass Connection

TO: City of Flower Mound
ATTN: Manny Palacios

Our scope of work shall include labor and materials as follows:

- Workers comp., liability insurance, & auto insurance
- (0) Addendum acknowledged
- Per Plan Sheet Stamped dated – January 2019
- Due to current market conditions, any increases in material cost(s) above our supplied quotes at dated proposal, will be passes on to the customer / owner for a change order.

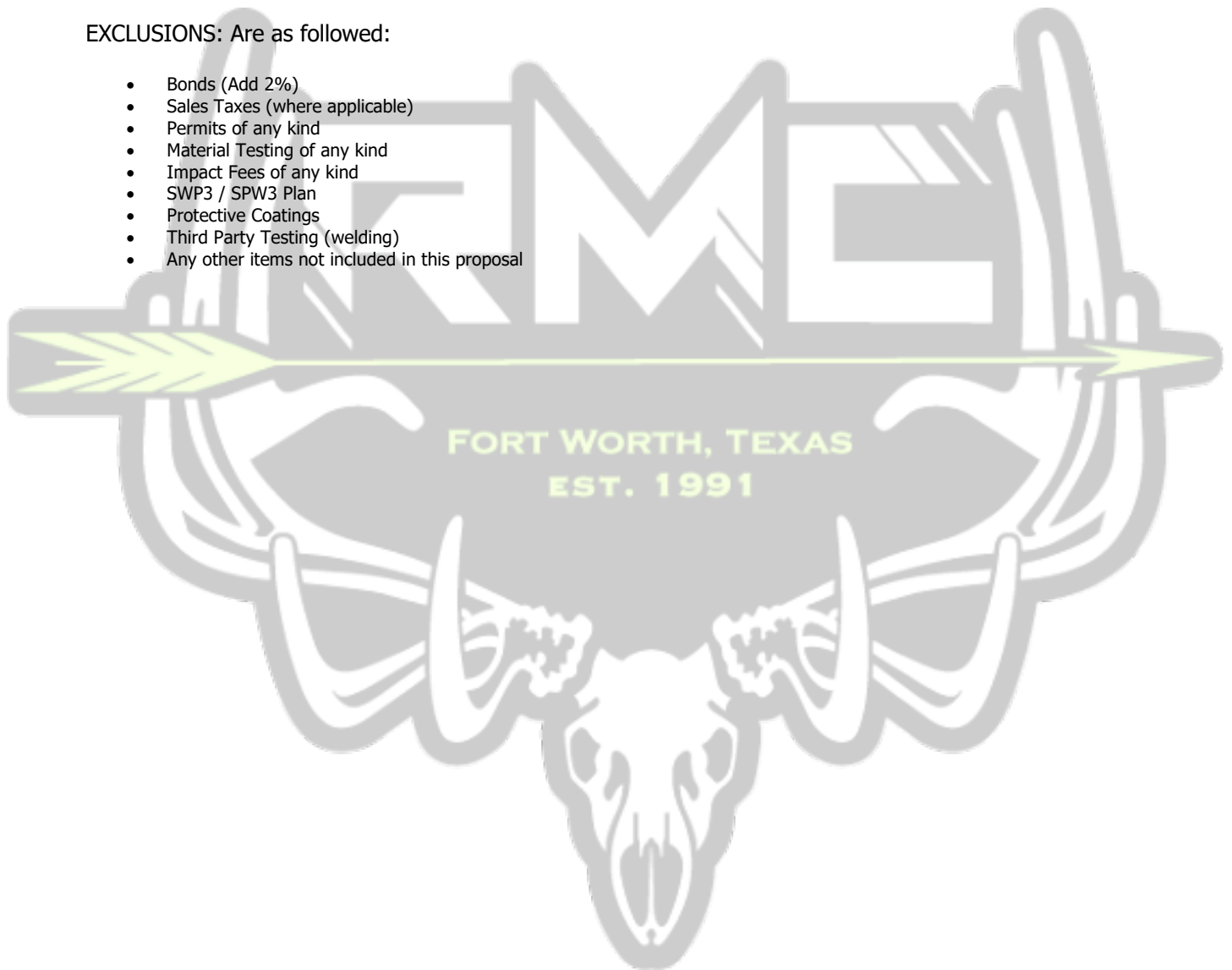
Bid Items	Units	Qty	Description	Unit Price	Total
1	LS	1	Project Mobilization / Insurance	2,371.69	2,371.69
2	LS	1	Demo Phase: Excavation of existing 18" Force Main outside of Meter Vault / remove existing 18" fittings / expose area / Demo existing chain link fence	9,982.51	9,982.51
3	LS	1	Construct Phase: Install Flg 18"x18"x6" TEE DIP and all 6" DIP fittings to install Emergency Bypass connection / Install (1) buried 6" Plug Valve with extension stem / using 45s to come out of the ground / All fittings to be flanged P401 / (1) 6" flange cam adapter for connection / place concrete pad / install temporary chain-link fence to keep lift station secure/ coat exterior pipe & fittings	45,256.68	45,256.68
4	LS	1	Backfill entire area, place Sod and re-install existing chain link fence. Restore the area to be as before	2,588.87	2,588.87
5	LS	1	Alternate Item: Provide metal jacket insulation to bypass connection	5,177.32	5,177.32
					\$65,377.07

INCLUSIONS: Are as followed:

- Bid Items mentioned above
- All pipe is DIP is P401 Domestic
- All Fittings will be Flanged below and above ground
- All bolt packs will be SS316
- Pricing is based on the Town of Addison Contract No. 22-42

EXCLUSIONS: Are as followed:

- Bonds (Add 2%)
- Sales Taxes (where applicable)
- Permits of any kind
- Material Testing of any kind
- Impact Fees of any kind
- SWP3 / SPW3 Plan
- Protective Coatings
- Third Party Testing (welding)
- Any other items not included in this proposal





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

DATE: February 16, 2026
FROM: Meg Jakubik, Director of Budget Services
ITEM: **Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as adopted by Resolution No. 22-25 and amended by Resolution No. 31-25.**

BACKGROUND: At the March 3, 2008, Town Council meeting, the Town Council acting as the Board of Directors for the Crime District, adopted alternative budget procedures for the Crime District to follow similar procedures and dates to the Town's annual budget.

The attached budget amendment represents an adjustment of the FY 2025-2026 Crime District Budget. According to Section 12 of Resolution No. 06-08, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures."

This budget amendment is to appropriate funding for the purchase of land to be used for future public safety building locations for the portion being funded from the fund balance of the Crime District Sales Tax Fund.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$2,030,930

Proposed Expenditure:	Account Number(s):
\$ 2,030,930	Fund 318 Crime District- Sales Tax
\$ 2,030,930	

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. Resolution - Crime Control - 2nd Budget Amendment

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AS ADOPTED BY RESOLUTION NO. 22-25 AND AMENDED BY RESOLUTION NO. 31-25; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Crime Control and Prevention District ("Crime District") has adopted procedures for adopting a budget that are different from the procedures outlined in Texas Local Government Code Section 363.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Crime District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Crime District for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, said Crime District Budget was adopted by Resolution No. 22-25 on September 15, 2025 and amended by Resolution No. 31-25 on December 15, 2025; and

WHEREAS, after approval of said Resolution, unexpected needs have arisen which require amendment of the Crime District Budget adopted thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, THAT:

SECTION 1

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

SECTION 2

The Crime District Budget, for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as heretofore adopted by Resolution No. 22-25 and amended by Resolution 31-25, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

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

SECTION 5

If any section, paragraph, sentence, clause, phrase, or word in this Resolution, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council acting as the Board of Directors of the Crime District hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 16th DAY OF FEBRUARY, 2026.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2025-2026**

**REASON FOR ADJUSTING THE CRIME CONTROL AND PREVENTION DISTRICT FUND
APPROPRIATION:**

In the Crime Control and Prevention District Fund, expenditures will increase by \$2,030,930 from \$5,987,193 to \$8,018,123.

This budget amendment is to appropriate funding for the purchase of land to be used for future public safety building locations for the portion being funded from the fund balance of the Crime District Sales Tax Fund.

FUND NAME	REVENUE			EXPENDITURES		
	AMENDED	ADJUST	TOTAL	AMENDED	ADJUST	TOTAL
CRIME DISTRICT - SALES TAX FUND	\$ 5,059,430	\$ -	\$ 5,059,430	\$ 5,987,193	\$2,030,930	\$ 8,018,123



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

DATE: February 16, 2026
FROM: Meg Jakubik, Director of Budget Services
ITEM: **Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as adopted by Resolution No. 23-25 and amended by Resolution No. 32-25.**

BACKGROUND: At the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow similar procedures and dates to the Town's annual budget. The attached budget amendment represents an adjustment of the FY 2025-2026 Fire District Budget.

According to Section 12 of Resolution No. 06-08, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures."

This budget amendment is to appropriate funding for the purchase of land to be used for future public safety building locations for the portion being funded from the fund balance of the Fire District Sales Tax Fund.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$1,000,000

Proposed Expenditure:	Account Number(s):
\$ 1,000,000	Fund 319 Fire District- Sales Tax
\$ 1,000,000	

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. Resolution - Fire District - 2nd FY 25-26 Budget Amendment

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AS ADOPTED BY RESOLUTION NO. 23-25 AND AMENDED BY RESOLUTION NO. 32-25; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) has adopted procedures for adopting and amending a budget that are different from the procedures outlined in Texas Local Government Code Section 363.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Fire District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Fire District for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, said Fire District Budget was adopted by Resolution No. 23-25 on September 15, 2025 and amended by Resolution No. 32-25 on December 15, 2025; and

WHEREAS, after approval of said Resolution, unexpected needs have arisen which require amendment of the Fire District Budget adopted thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, THAT:

SECTION 1

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

SECTION 2

The Fire District Budget, for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as heretofore adopted by Resolution No. 23-25 and amended by Resolution No. 32-25, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

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

SECTION 5

If any section, paragraph, sentence, clause, phrase, or word in this Resolution, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council acting as the Board of Directors of the Fire District hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 16th DAY OF FEBRUARY, 2026.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Fire Control, Prevention, and Emergency Medical Services District
Amended Budget
Fiscal Year 2025-2026**

REASON FOR ADJUSTING THE FIRE DISTRICT FUND APPROPRIATION:

In the Fire District Fund, expenditures will increase by \$1,000,000 from \$7,335,304 to \$8,335,304.

This budget amendment is to appropriate funding for the purchase of land to be used for future public safety building locations for the portion being funded from the fund balance of the Fire District Sales Tax Fund.

FUND NAME	REVENUE			EXPENDITURES		
	AMENDED	ADJUST	TOTAL	AMENDED	ADJUST	TOTAL
FIRE DISTRICT - SALES TAX FUND	5,049,430	-	5,049,430	7,335,304	1,000,000	8,335,304



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

DATE: February 16, 2026

FROM: Meg Jakubik, Director of Budget Services

ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2025, and ending on September 30, 2026, as adopted by Ordinance No. 32-25 and amended by Ordinance No. 51-25 for adjustments to the General Fund, Street Maintenance Sales Tax Fund, Parks 4B Sales Tax Fund, Crime Control and Prevention District Sales Tax Fund, Fire Control, Prevention, and Emergency Medical Services District Sales Tax Fund, Texas Parks and Wildlife Development Fund, General Capital Projects Fund, Interlocal Capital Projects Fund, Certificates of Obligations - Facilities Fund, Vehicle and Equipment Replacement (VERF) Fund, Technology Replacement Fund, Utility Capital Projects - Reserve Fund, and the Certificates of Obligation/Revenue Bond - Water Fund.**

BACKGROUND: The attached budget amendment represents the second proposed adjustment of the FY 2025-2026 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

The Parks 4B board approved additional funding for Independence Fest in the amount of \$60,000. This amendment authorizes the additional funding approved by the Board.

This budget amendment incorporates the additional revenue and expenses included in the adjustments authorized by the CIP amendment affecting various capital funds.

In December, a vehicle was totaled in an accident. This amendment includes the insurance payment for the totaled vehicle and expense to purchase a replacement.

Additionally, funding is authorized for the purchase of property for future public safety buildings. The total amount is split between the Crime District Sales Tax Fund, Fire District Sales Tax Fund, and the Certificates of Obligation for Facilities.

Finally, while preparing the budget document, it was discovered the interfund transfers for budget purposes were not in balance. This amendment reduces the transfer expense in the General Fund for a capital project transfer that was complete and recognizes the revenue for the other funds that are receiving transfers.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

Proposed Revenue:		Account Number(s):
\$	418,120	Fund 100 General Fund
	-	Fund 316 Street Maintenance Sales Tax
	-	Fund 317 Parks 4B Sales Tax
	-	Fund 318 Crime District- Sales Tax
	-	Fund 319 Fire District- Sales Tax
	750,000	Fund 350 Texas Parks & Wildlife Fund
	450,000	Fund 505 General Capital Projects Fund
	8,718,000	Fund 506 Interlocal Capital Projects Fund
	-	Fund 533 C.O.'s - Facilities
	16,942	Fund 565 Vehicle and Equipment Replacement Fund
	18,340	Fund 567 Technology Replacement Fund
	-	Fund 610 Utility Capital Projects - Reserve Fund
	-	Fund 630 CO's/Rev Bond - Water Fund
\$	10,371,402	
Proposed Expenditure:		Account Number(s):
\$	(200,000)	Fund 100 General Fund
	500,000	Fund 316 Street Maintenance Sales Tax
	60,000	Fund 317 Parks 4B Sales Tax
	2,030,930	Fund 318 Crime District- Sales Tax
	1,000,000	Fund 319 Fire District- Sales Tax
	750,000	Fund 350 Texas Parks & Wildlife Fund
	1,074,077	Fund 505 General Capital Projects Fund
	8,718,000	Fund 506 Interlocal Capital Projects Fund
	4,500,000	Fund 533 C.O.'s - Facilities
	35,521	Fund 565 Vehicle and Equipment Replacement Fund
	-	Fund 567 Technology Replacement Fund
	100,000	Fund 610 Utility Capital Projects - Reserve Fund
	125,000	Fund 630 CO's/Rev Bond - Water Fund
\$	18,693,528	

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. Ordinance- Budget Amendment - 2nd FY 25-26

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026, AS ADOPTED BY ORDINANCE NO. 32-25 AND AMENDED BY ORDINANCE NO. 51-25, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, STREET MAINTENANCE SALES TAX FUND, PARKS 4B SALES TAX FUND, CRIME CONTROL AND PREVENTION DISTRICT SALES TAX FUND, FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SALES TAX FUND, TEXAS PARKS & WILDLIFE FUND, GENERAL CAPITAL PROJECTS FUND, INTERLOCAL CAPITAL PROJECTS FUND, CERTIFICATES OF OBLIGATIONS – FACILITIES FUND, VEHICLE AND EQUIPMENT REPLACEMENT FUND, TECHNOLOGY REPLACEMENT FUND, UTILITY CAPITAL PROJECTS – RESERVE FUND, AND CERTIFICATES OF OBLIGATION/REVENUE BOND – WATER FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 32-25 on September 15, 2025 and amended by Ordinance No. 51-25 on December 15, 2025; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as heretofore adopted by Ordinance No. 32-25 and amended by Ordinance No. 51-25, is hereby amended to provide for adjustments to the **General Fund, Street Maintenance Sales Tax Fund, Parks 4B Sales Tax Fund, Crime Control and Prevention District Sales Tax Fund, Fire Control, Prevention, and Emergency Medical Services District Sales Tax Fund, Texas Parks &**

Wildlife Fund, General Capital Projects Fund, Interlocal Capital Projects Fund, Certificates of Obligations – Facilities Fund, Vehicle and Equipment Replacement (VERF) Fund, Technology Replacement Fund, Utility Capital Projects – Reserve Fund, and the Certificates of Obligation/Revenue Bond – Water Fund, as shown in Exhibit “A,” attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

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

APPROVED:

Cheryl Moore, MAYOR

ORDINANCE NO. _____

PAGE 3

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT "A"

TOWN OF FLOWER MOUND
SUMMARY OF REVENUE AND EXPENDITURES BY FUND
OPERATING, SPECIAL REVENUE, & INTERNAL SERVICE FUNDS
FISCAL YEAR 2025-2026 BUDGET AMENDMENT #2

FUND NAME	REVENUE			EXPENDITURES		
	AMENDED	ADJUST	TOTAL	AMENDED	ADJUST	TOTAL
GENERAL FUND	\$ 97,259,360	\$ 418,120	\$ 97,677,480	\$ 97,501,059	\$ (200,000)	\$ 97,301,059
GENERAL DEBT SERVICE FUND	10,085,000	-	10,085,000	10,266,367	-	10,266,367
UTILITY FUND	64,012,255	-	64,012,255	63,332,570	-	63,332,570
STORMWATER UTILITY FUND	3,018,000	-	3,018,000	1,879,020	-	1,879,020
LIBRARY DEVELOPMENT FUND	83,000	-	83,000	166,000	-	166,000
TIRZ FUND	35,734,419	-	35,734,419	53,407,267	-	53,407,267
PARK DEVELOPMENT FUND	150,000	-	150,000	5,787,635	-	5,787,635
TREE PRESERVATION FUND	100,000	-	100,000	298,390	-	298,390
PEG FUND	100,000	-	100,000	406,800	-	406,800
STREET MAINTENANCE - SALES TAX FUND	5,329,430	-	5,329,430	18,552,210	500,000	19,052,210
PARKS 4B - SALES TAX FUND	5,179,430	-	5,179,430	11,513,736	60,000	11,573,736
IRS EQUITABLE SHARING FUND	-	-	-	-	-	-
JUSTICE SEIZURES FUND	500	-	500	163,500	-	163,500
CHAPTER 59 SEIZURE FUND	-	-	-	-	-	-
ANIMAL CARE FUND	11,000	-	11,000	29,500	-	29,500
OPIOID SETTLEMENT FUND	-	-	-	-	-	-
TEXAS PARKS & WILDLIFE DEPARTMENT FUND	-	750,000	750,000	332,547	750,000	1,082,547
CDBG - HUD GRANT	597,755	-	597,755	597,755	-	597,755
GRANTS FUND	17,740	-	17,740	15,045	-	15,045
NEIGHBORHOOD IMPROVEMENT FUND	74,300	-	74,300	100,000	-	100,000
COVID-19 FUND	355,801	-	355,801	428,311	-	428,311
HOTEL OCCUPANCY TAX FUND	680,000	-	680,000	419,000	-	419,000
MUNICIPAL COURT SECURITY FUND	56,900	-	56,900	81,565	-	81,565
MUNICIPAL COURT TECHNOLOGY FUND	46,000	-	46,000	49,695	-	49,695
MUNICIPAL COURT JURY FUND	1,105	-	1,105	1,000	-	1,000
MUNICIPAL COURT TRUANCY PREVENTION FUND	56,800	-	56,800	60,500	-	60,500
VEHICLE & EQUIPMENT REPLACEMENT FUND	2,487,500	16,942	2,504,442	4,346,390	35,521	4,381,911
TECHNOLOGY REPLACEMENT FUND	620,250	18,340	638,590	461,340	-	461,340
SMALL EQUIPMENT REPLACEMENT FUND	405,205	-	405,205	-	-	-
HEALTH INSURANCE/FLEX ACCOUNT FUND	17,656,720	-	17,656,720	18,665,765	-	18,665,765
	\$ 244,118,470	\$ 1,203,402	\$ 245,321,872	\$ 288,862,967	\$ 1,145,521	\$ 290,008,488

TOWN OF FLOWER MOUND
SUMMARY OF REVENUE AND EXPENDITURES BY FUND
SPECIAL DISTRICTS
FISCAL YEAR 2025-2026 BUDGET AMENDMENT #2

FUND NAME	REVENUE			EXPENDITURES		
	AMENDED	ADJUST	TOTAL	AMENDED	ADJUST	TOTAL
CRIME DISTRICT - SALES TAX FUND	\$ 5,059,430	\$ -	\$ 5,059,430	\$ 5,987,193	\$ 2,030,930	\$ 8,018,123
FIRE DISTRICT - SALES TAX FUND	5,049,430	-	5,049,430	7,335,304	1,000,000	8,335,304
	\$ 10,108,860	\$ -	\$ 10,108,860	\$ 13,322,497	\$ 3,030,930	\$ 16,353,427

TOWN OF FLOWER MOUND
SUMMARY OF REVENUE AND EXPENDITURES BY FUND
CAPITAL FUNDS
FISCAL YEAR 2025-2026 BUDGET AMENDMENT #2

FUND NAME	REVENUE			EXPENDITURES		
	AMENDED	ADJUST	TOTAL	AMENDED	ADJUST	TOTAL
GENERAL CAPITAL PROJECTS	\$ -	\$ 450,000	\$ 450,000	\$ 4,810,002	\$ 1,074,077	\$ 5,884,079
INTERLOCAL CAPITAL PROJECTS	13,700,000	8,718,000	22,418,000	19,548,000	8,718,000	28,266,000
ROAD ESCROW PROJECT FUND	-	-	-	-	-	-
CO'S - STREETS/SIGNALS	2,000,000	-	2,000,000	3,255,270	-	3,255,270
CO'S - PARKS	-	-	-	-	-	-
CO'S - FACILITIES	30,000,000	-	30,000,000	32,933,717	4,500,000	37,433,717
GO'S - STREETS/SIGNALS	6,570,000	-	6,570,000	6,570,000	-	6,570,000
GO'S - PARKS	17,300,000	-	17,300,000	17,300,000	-	17,300,000
ROAD IMPACT FUND	655,000	-	655,000	8,135,721	-	8,135,721
TAX NOTES-CAPITAL	-	-	-	1,349,633	-	1,349,633
SEWER IMPACT FEES	105,000	-	105,000	358,354	-	358,354
WATER IMPACT FEES	400,000	-	400,000	1,969,095	-	1,969,095
UTILITY CAPITAL PROJECTS - RESERVE	1,227,000	-	1,227,000	3,053,994	100,000	3,153,994
CO'S / REV BOND - WATER	23,115,000	-	23,115,000	54,590,620	125,000	54,715,620
	\$ 95,072,000	\$ 9,168,000	\$ 104,240,000	\$ 153,874,406	\$ 14,517,077	\$ 168,391,483



TOWN COUNCIL AGENDA I.15. CONSENT ITEM(S)

DATE: February 16, 2026
FROM: Sarah Luxton, Senior Management Analyst
ITEM: **Consider approval of several historical items for the town's historical items pre-approval list for loans; authorizing the Town of Flower Mound to enter into a loan agreement.**

BACKGROUND: Consider approval of several items being added to the pre-approval list and being considered for possible loan to the Gibson Grant Log House or other Town Facilities: authorizing the Town of Flower Mound to enter into a loan agreement. The items include: a collection of historical fans and Edison machines (phonographs).

On December 2, 2024, the Town of Flower Mound passed the Historical Collection Policy that allows the Town to acceptance, deaccession, loan, and maintenance of items and information of historical significance, including criteria and procedures. Per the Historical Collection Policy, the Town Council is able to approve items to be accepted as a donation or loan to the Town of Flower Mound. The Historical Commission recommended the approval of items by a vote of 6/0 at their regular meeting on January 21, 2026 (three commissioners were absent from the vote).

BOARD REVIEW/CITIZEN FEEDBACK: The Historical Commission recommended the approval of items by a vote of 6/0 at their regular meeting on January 21, 2026 (three commissioners were absent from the vote).

ALTERNATIVES: N/A

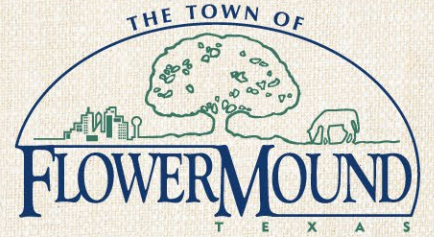
FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. TOFM Historical Collection Item Loan 2-16-26

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



Historical Collection Item

Sarah Luxton
Senior Management Analyst

Loan Item

- Application Submitted by:
Larry and Linda Brand
- Loan Item under review:
Collection of Historical Fans
- History of the item:
Collection of Historical Fans that include some of the first oscillating fans. These fans have been restored and vary in size and age.



Loan Item

- Application Submitted by:
Larry and Linda Brand
- Loan Item under review:
Collection of Historical
Edison Machines
- History of the item:
Collection of 12 original
phonographs that were
invented by Thomas Edison
in 1902. These items have
been restored, and range in
size.





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

DATE: February 16, 2026

FROM: Codie Hay, Planner

ITEM: **Consider a request for a meritorious design exception (MISC25-0004 - Mavis Tires and Brakes Elevations) to the urban design plan pursuant to Section 98-1163, "Exterior wall construction for non-residential buildings," of the Code of Ordinances for an existing non-residential building. The property is generally located south of Justin Road and west of Stone Hill Farms Parkway. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)**

BACKGROUND:

- Number of Lots – 1
- Lot Size – Lot 6-R, Block A is approximately 1.088 acres
- Zoning – Planned Development District No. 43 (PD-43) with Commercial-2 (C-2) uses
- Existing Building Size – 8,146 square feet. There are no changes proposed to the site plan or the landscape plan
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis - N/A, review not triggered
- Exception – The applicant is requesting a meritorious design exception to utilize the proposed hunter green accent color that does not relate to the proposed primary building colors and falls outside the general guidelines of the approved color matrix within the Town's Urban Design Plan.

The applicant indicated in their letter of intent that Mavis recently purchased the former NTB tire store in Flower Mound as part of a nationwide acquisition effort and is in the process of rebranding the store. As a part of the elevation update, the applicant is proposing to paint the building in an off-white color, with the lower section of the building painted a shade of grey that complies with the color matrix recommended in the Urban Design Plan. In addition, the applicant is proposing to utilize a hunter green metal panel over the building entrance and add a green accent stripe between the upper off-white and the lower grey sections. The proposed elevation consists of 17 percent green color on the north façade (facing Justin Road) and 3.5 percent on the east, west, and south façades.

- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval with the condition that the accent color shall not exceed 20 percent on any façade by a vote of 6 to 0 at its February 9, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

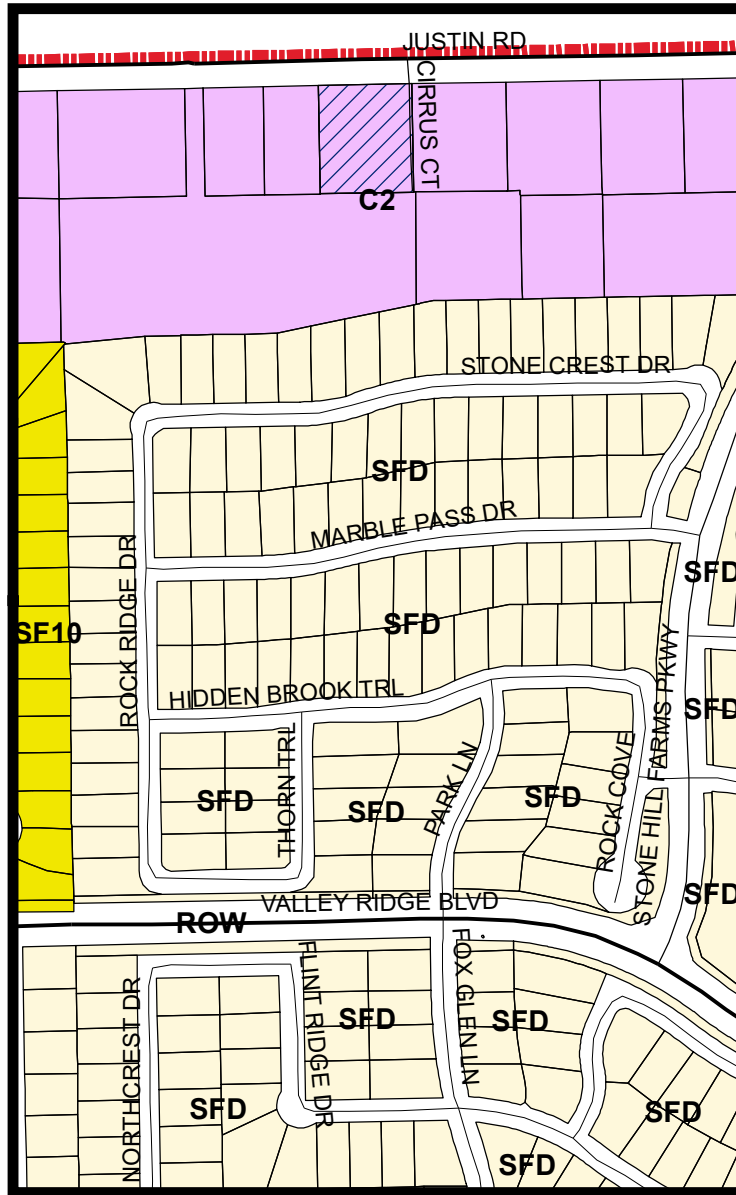
ATTACHMENTS:

1. Zoning & Aerial Map

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

Vicinity Map

MISC25-0004: Mavis Tires & Brakes Elevations



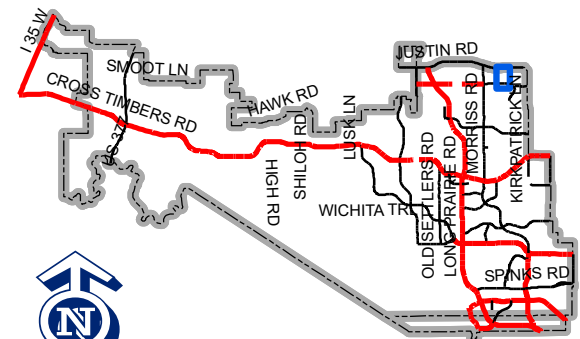
LEGEND

Commercial 2 Single Family 10 Single Family Detached

Subject Property

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

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Map Location

0 315 630 1,260 Feet



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

DATE: February 16, 2026

FROM: Codie Hay, Planner

ITEM: Consider a request for a Site Plan (SP25-0017 – Flower Mound High School Locker Rooms) to develop an additional locker room with a waiver to the roof pitch requirement pursuant to Section 98-1163, “Exterior wall construction for nonresidential buildings,” of the Code of Ordinances. The property is generally located west of Old Settlers Road and north of Peters Colony. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)

BACKGROUND:

- Number of Lots – 1
- Lot Size – Lot 2 Block A is approximately 15.38 acres.
- Proposed Building Size - 5,953 square-foot, one-story building
- Zoning – Agricultural (A) Zoning District
- SMARTGrowth – Exempt as an institutional use
- Traffic Analysis – N/A, review not triggered
- Exception – The applicant is requesting an exception to Section 98-1163, Exterior wall construction for nonresidential buildings to allow a roof pitch of 4/12 on the proposed building (roof pitch standard requires slope between 6/12 to 9/12)

The applicant has indicated in the letter of intent that the requested exception is intended to allow the new building to match the roof pitch of the existing buildings on the site.

- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

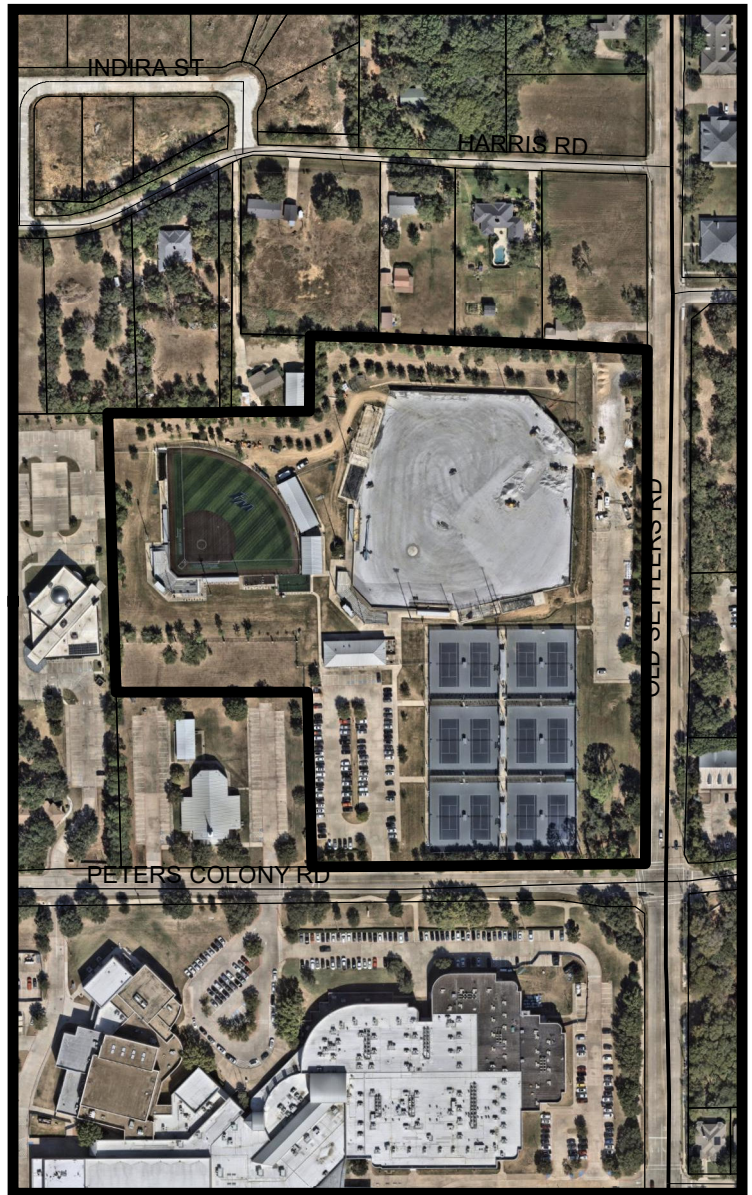
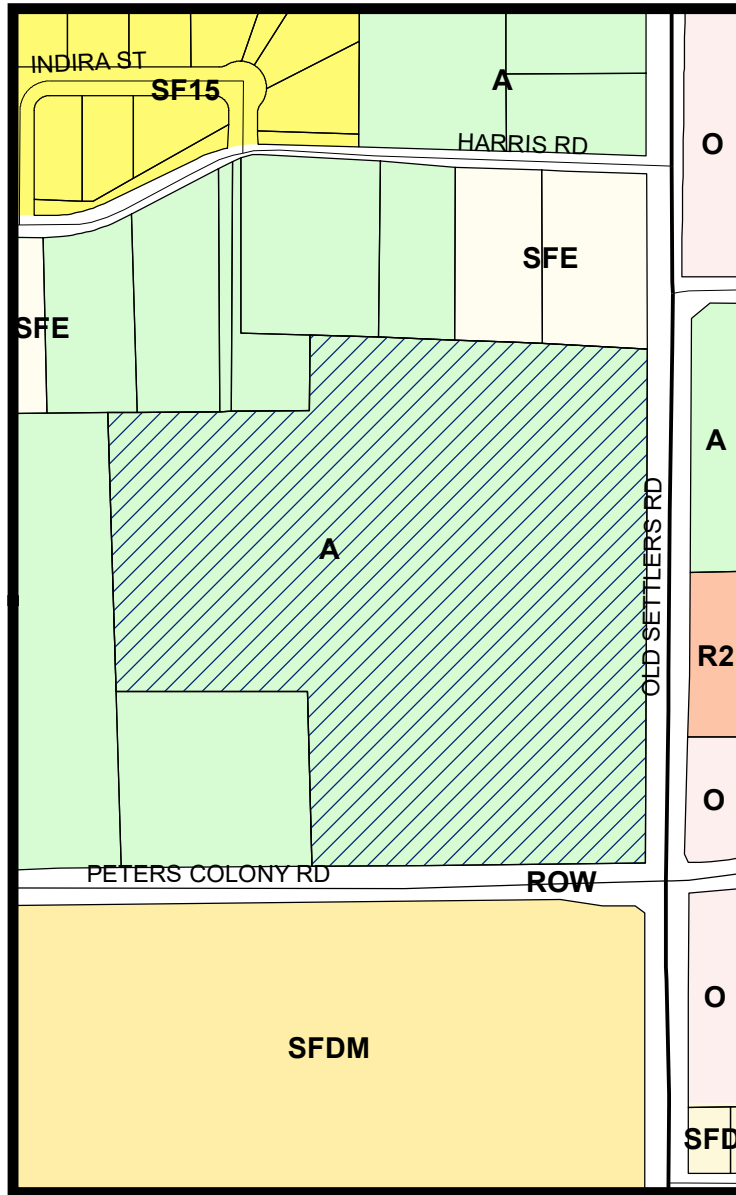
ATTACHMENTS:

1. Zoning & Aerial Map

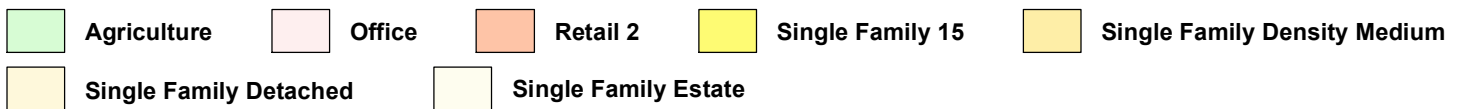
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

SP25-0017: Flower Mound High School Locker Rooms



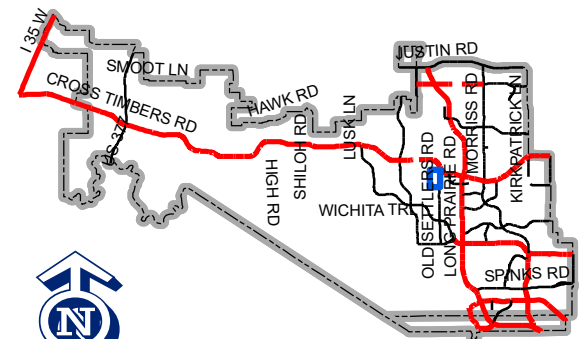
LEGEND



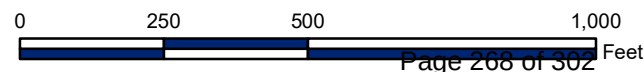
Subject Property

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Map Location





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

DATE: February 16, 2026

FROM: Codie Hay, Planner

ITEM: **Consider a request for a Site Plan (SP25-0021 - Marcus High School Locker Room Addition) to develop an additional locker room with a waiver to the roof pitch requirement pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located east of Long Prairie Road and north of Dixon Lane. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)**

BACKGROUND:

- Number of Lots – 1
- Lot Size – Lot 1 Block A is approximately 28.497 acres.
- Proposed Building Size – 2,266 square-foot, one-story building expansion
- Zoning – Agricultural (A) Zoning District
- SMARTGrowth – Exempt as an institutional use
- Traffic Analysis – N/A, review not triggered
- Exception – The applicant is requesting an exception to Section 98-1163, Exterior wall construction for nonresidential buildings to allow a roof pitch of 4/12 on the proposed expansion (roof pitch standard requires slope between 6/12 to 9/12).

The applicant indicated in the letter of intent that the requested exception is to allow the new addition to match the roof pitch of the existing building.

- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

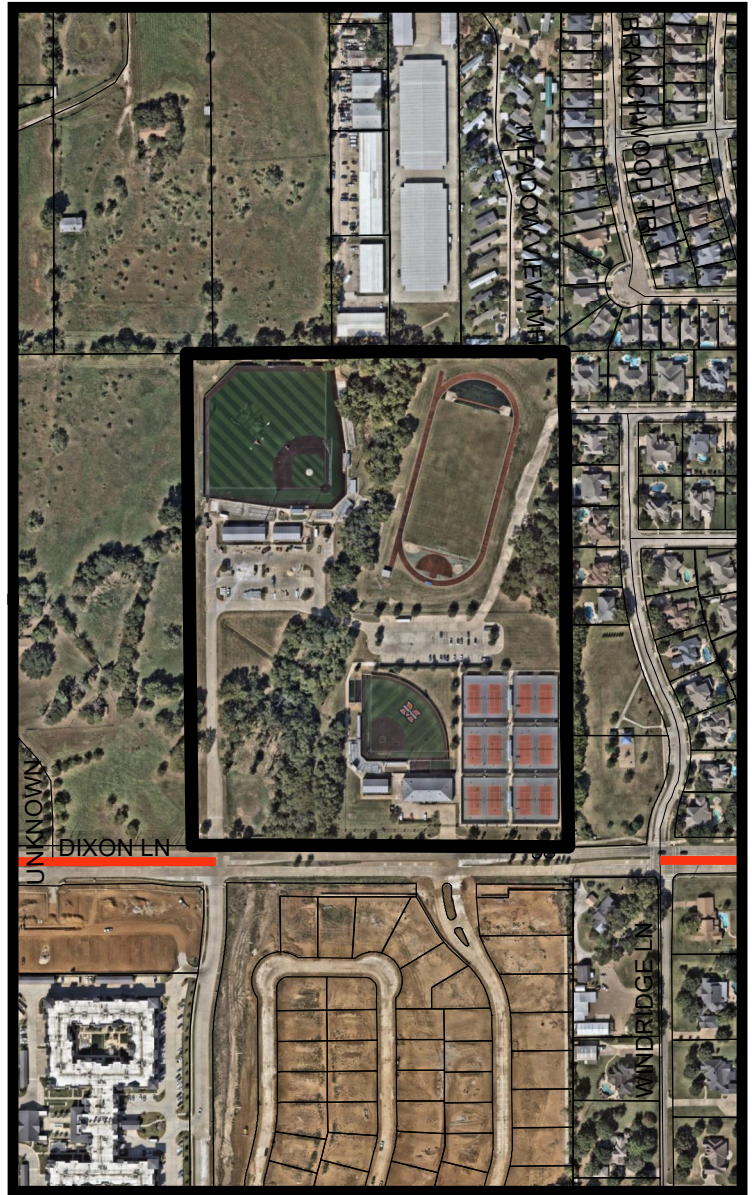
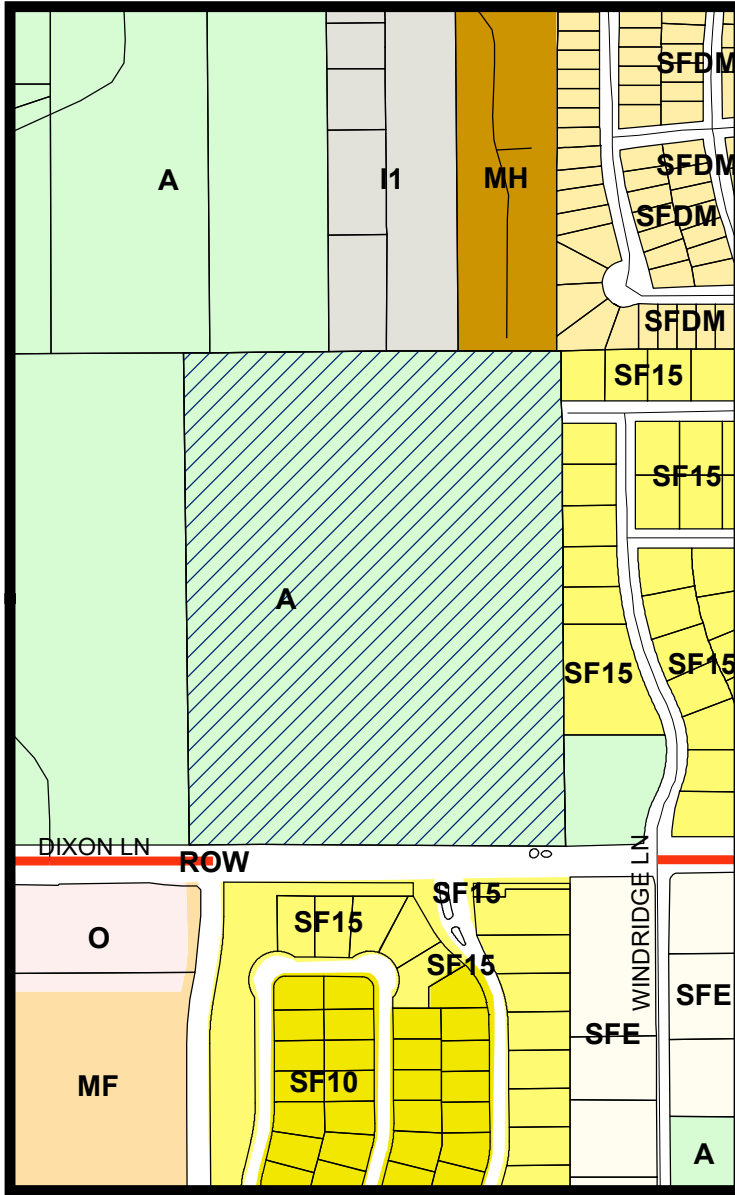
ATTACHMENTS:

1. Zoning & Aerial Map

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

Vicinity Map

SP25-0021: Marcus High School Locker Room Addition



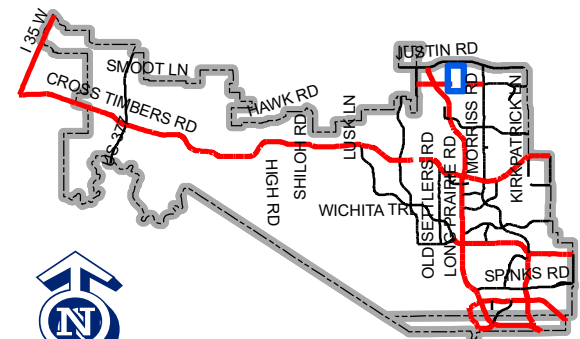
LEGEND

	Agriculture		Industrial 1		Mobile Home		Multi-Family		Office
	Single Family 10		Single Family 15		Single Family Density Medium		Single Family Estate		

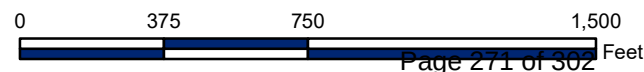
Subject Property

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Map Location





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

DATE: February 16, 2026
FROM: Claire Barnes, Senior Planner
ITEM: **Consider a request for a Site Plan (SP25-0018– Aura Brookview) for a multi-family apartment complex, with a waiver to the roof pitch requirement pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located north of Cross Timbers Road and west of U.S. Highway 377. (PZ recommended approval by a vote of 6 to 0 at it's February 9, 2026, meeting.)**

BACKGROUND:

- Lot Size – approximately 10.7603 acres.
- Current Zoning – Planned Development District No. 202 (PD-202) with Multifamily Uses
- Size of the proposed building/use – Four, four-story residential buildings (167,421 square feet, 86,464 square feet, 78,873 square feet, and 59,821 square feet) and a one-story fitness building (2,865 square feet)
- Number of Units – 300 units (maximum per PD is 300 units)
- SMARTGrowth – Passed
- Traffic Analysis – Passed, completed with Zoning application
- Exception – The applicant is requesting an exception to Section 98-1163, Exterior wall construction for nonresidential buildings to allow a flat roof on an approximately 2,865 square foot fitness building (roof pitch standard requires a slope between 6/12 and 9/12).

The applicant has indicated in the letter of intent that the proposed flat roof is due to the building being located internal to the site with no visibility from adjacent streets and to provide a modern fitness club look to the building.

- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

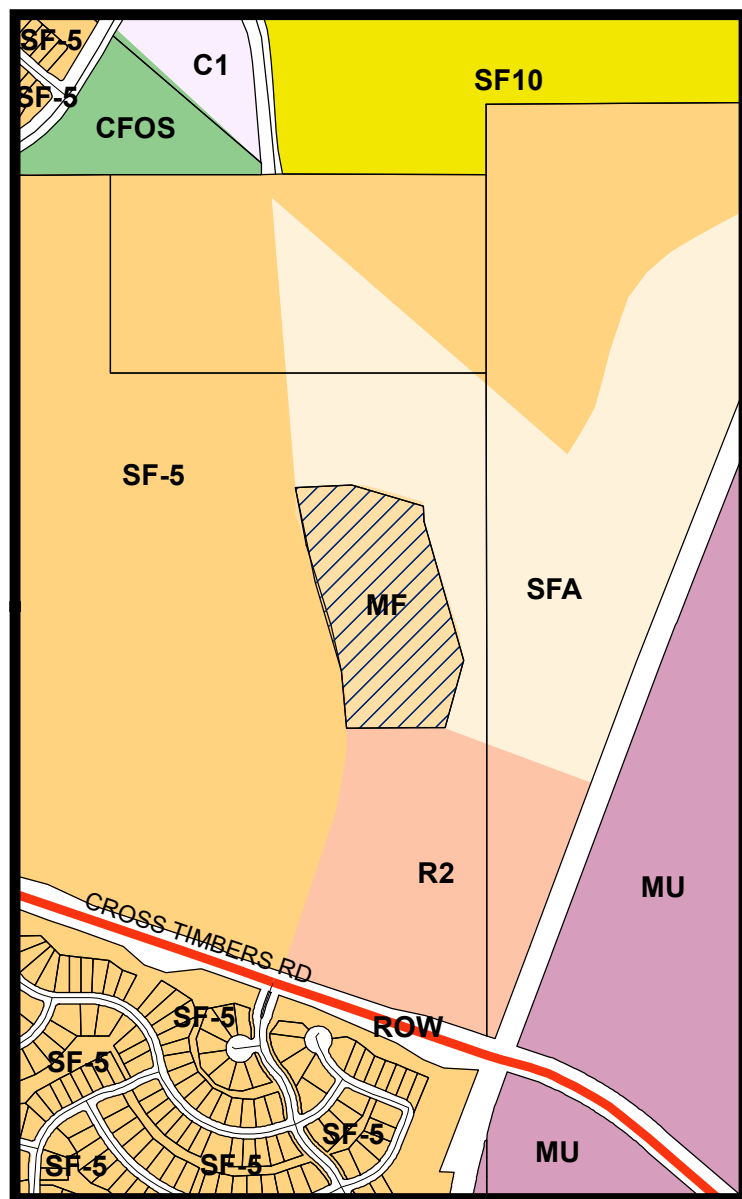
LEGAL REVIEW: N/A

ATTACHMENTS:

1. Zoning & Aerial Map

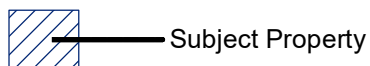
DRAFT MOTION: Move to approve as presented in the agenda caption.

SP25-0018: Aura Brookview

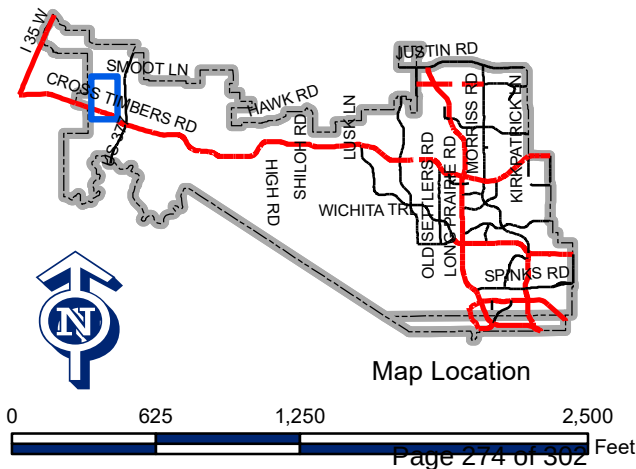


 Canyon Falls Open Space
 Commercial 1
 Mixed Use
 Multi-Family
 Retail 2

 Single Family 5
 Single Family 10
 Single Family Attached



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

DATE: February 16, 2026
FROM: Tyler Leverenz-Soetaert, Parks Trails and Landscape Specialist
ITEM: **Consider approval of a Parks Board Recommendation (PBR25-0004) for cash, in the amount of \$1,844,482.74 to be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$416,400.00 for the Aura Brookview Multi-family development generally located north of Cross Timbers Rd. and east of Canyon Falls Dr.**

BACKGROUND: The Aura Brookview development came before Parks Board as a regular item on December 4, 2025. The Parks Board recommended approval of the proposed fees of \$1,844,482.74 in lieu of the otherwise required Park Land Dedication, and Park Development fees in the amount of \$416,400.00. Parks Board recommended approval by a vote of 6-0 with 1 abstention.

BOARD REVIEW/CITIZEN FEEDBACK: The application was considered by the Parks Board at its December 4, 2025, 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:

1. Aura Brookview Site Plan

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

- SITE PLAN NOTES**
1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING OR TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
 2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
 4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
 6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLANELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 7. FLAG POLES MUST COMPLY WITH THE REGULATIONS IN SECTION 86-4 - PROHIBITED SIGNS.
 8. ANY LIGHTING DEPICTED ON THE SUBJECT SITE PLANELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS AT THE TIME OF PERMIT REVIEW.

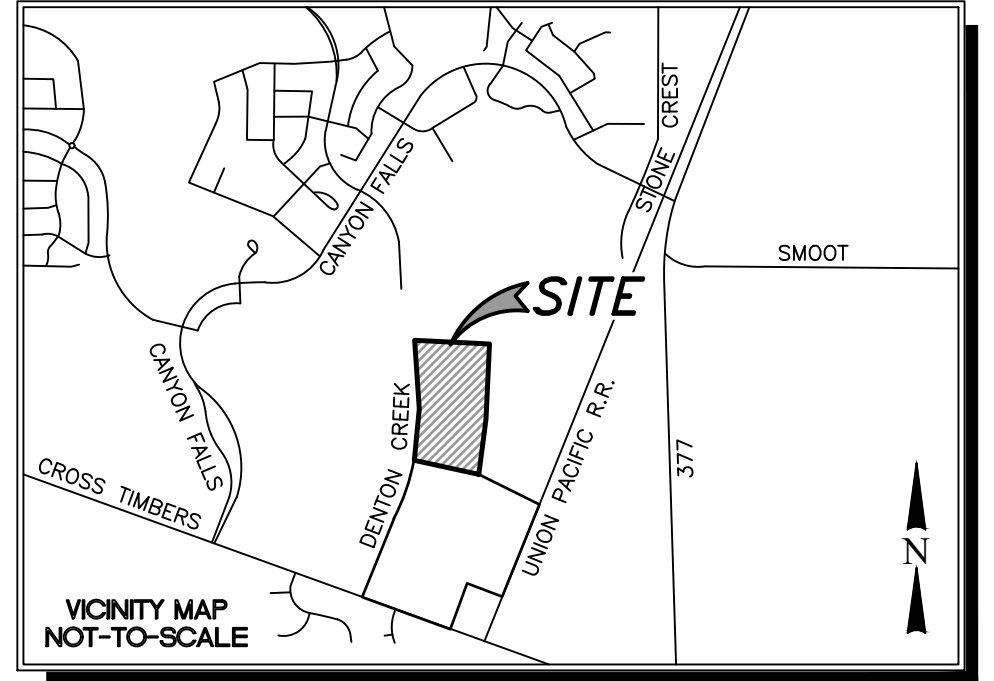
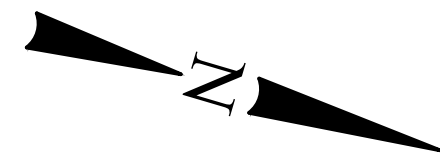
ENGINEERING NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THESE PLANS AND THE TOWN OF FLOWER MOUND STANDARDS AND SPECIFICATIONS.
2. ALL DIMENSIONS SHOWN ARE TO THE FACE OF THE CURB UNLESS OTHERWISE NOTED.
3. THE TOWN OF FLOWER MOUND STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
4. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NO. 48121C0505G AND 48121C0515G, FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, DATED APRIL 18, 2011, THE SUBJECT PROPERTY IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA.

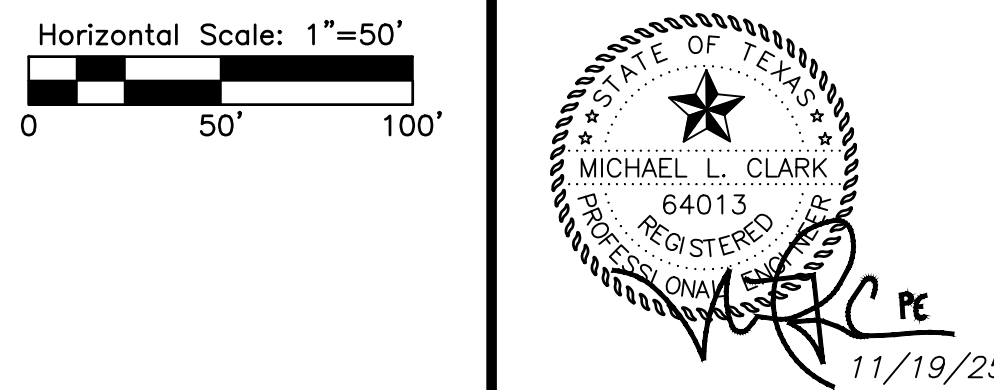
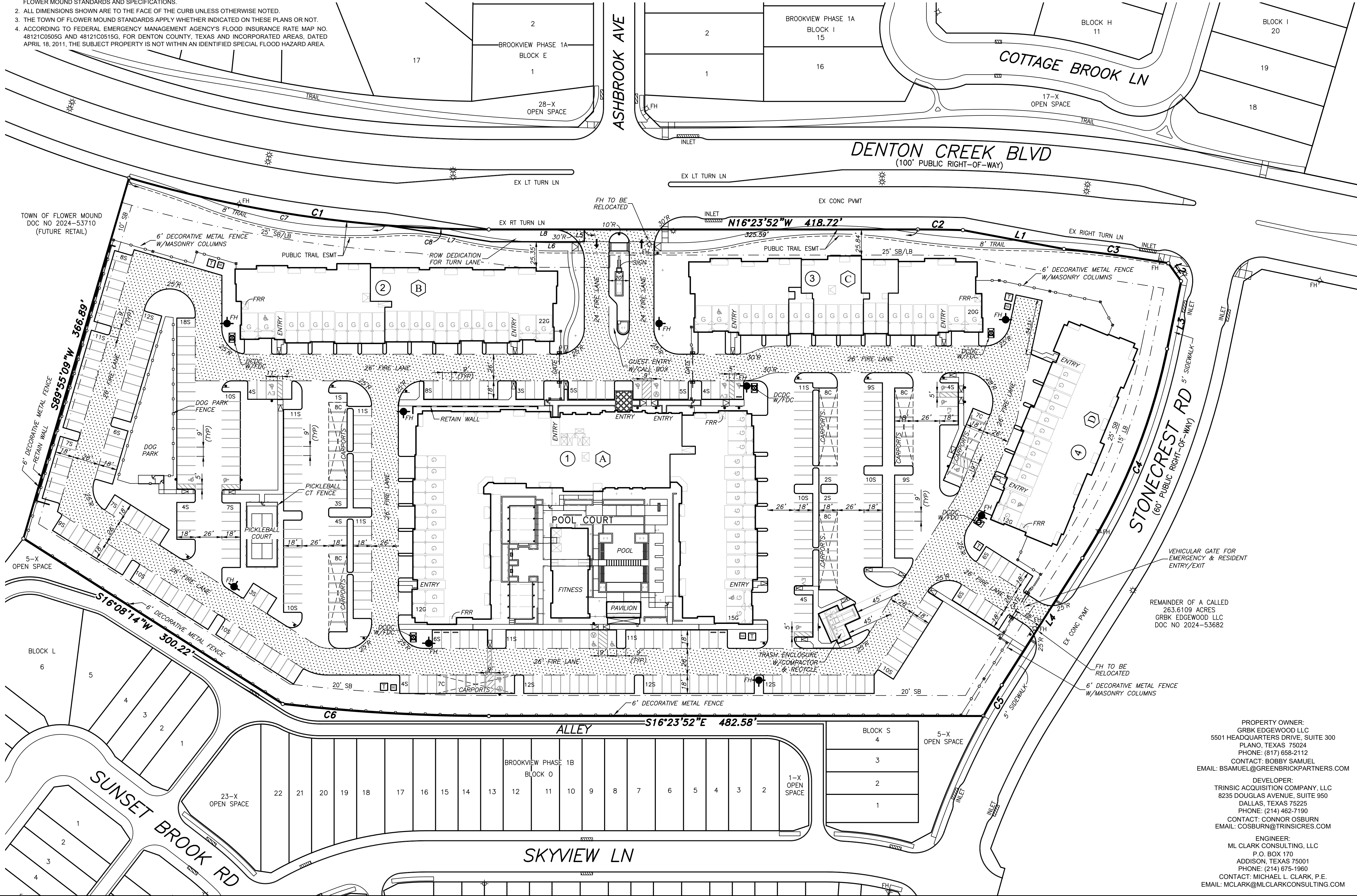
CURVE TABLE					
CURVE NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1250.00'	16°19'01"	355.98'	N08°14'21"W	354.78'
C2	1450.00'	01°44'19"	44.00'	N15°31'43"W	44.00'
C3	1438.00'	04°05'59"	102.89'	N08°39'29"W	102.87'
C4	610.00'	20°48'47"	221.59'	S84°23'08"E	220.37'
C5	670.00'	03°00'10"	35.11'	S75°28'49"E	35.11'
C6	1725.00'	06°41'49"	201.63'	S13°02'57"E	201.51'
C7	1250.00'	11°39'23"	254.30'	N78°20'37"E	253.86'
C8	1250.00'	04°39'39"	101.68'	N14°04'03"E	101.65'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N05°48'54"W	100.28'
L2	N38°33'02"E	21.42'
L3	N85°12'29"E	67.52'
L4	S73°58'44"E	146.86'
L5	N73°36'08"E	12.00'
L6	S16°23'52"E	90.81'
L7	S07°34'14"E	105.13'
L8	N16°23'52"W	93.13'

LEGEND			
	BUILDING NUMBER	FRR	FIRE RISER ROOM
	BUILDING TYPE	FH 	EXIST. FIRE HYDRANT
	FIRE LANE	FH 	PROP. FIRE HYDRANT
	ACCESSIBLE PARKING SPACE	EV	ELECTRIC VEHICLE CHARGING STATION
	VAN ACCESSIBLE PARKING SPACE		PROP. ELECTRIC TRANSFORMER
SB	BUILDING SETBACK		PROP. ELECTRIC SECONDARY ENCLOSURE
XS	NUMBER OF SURFACE PARKING SPACES		STREET LIGHT
XC	NUMBER OF CARPORT PARKING SPACES		DOUBLE CHECK DETECTOR CHECK (DCDC) VAULT WITH FIRE DEPARTMENT CONNECTION (FDC)
XG	NUMBER OF GARAGE PARKING SPACES		



SITE DATA TABLE		
PHYSICAL ADDRESS		
GROSS SITE AREA	10.7603 AC / 468,720 SF	
RIGHT-OF-WAY DEDICATION	0.0376 AC / 1,638 SF	
NET SITE AREA	10.7227 AC / 467,082 SF	
ZONING	PD-202 MF	
CURRENT USE	VACANT	
LOT COVERAGE DATA		
BUILDING COVERAGE	70.2% / 327,711 SF	
IMPERVIOUS AREA	22.5% / 105,049 SF	
PERVIOUS AREA	29.9% / 139,728 SF	
DWELLING UNITS		
1 - BEDROOM	176 (58.7%)	
2 - BEDROOM	104 (34.7%)	
3 - BEDROOM	20 (6.6%)	
TOTAL	300 (100%)	
PARKING SUMMARY		
	REQUIRED	PROVIDED
SURFACE		353 (8 ACCESSIBLE)
TUCK-UNDER GARAGE		81 (4 ACCESSIBLE)
CARPORT		54 (2 ACCESSIBLE)
TOTAL PARKING	600 (2 SPC/UNIT)	488 (14 ACCESSIBLE)
TOTAL REQUIRED LESS 20%	480 (10 ACCESSIBLE)	
BUILDING DATA		
BUILDING	4 STORY	
PEAK HEIGHT	55' - 0"	
MEAN HEIGHT	47' - 3"	
GROSS AREA		
BUILDING 1	167,520 SF	
BUILDING 2	86,464 SF	
BUILDING 3	78,873 SF	
BUILDING 4	59,821 SF	
FITNESS BUILDING	2,968 SF	
TOTAL	395,646 SF	



PROPERTY OWNER:
GRBK EDGEWOOD LLC
5501 HEADQUARTERS DRIVE, SUITE 300
PLANO, TEXAS 75024
PHONE: (817) 658-2112
CONTACT: BOBBY SAMUEL
EMAIL: BSAMUEL@GREENBRICKPARTNERS.COM

DEVELOPER:
TRINIS ACQUISITION COMPANY, LLC
8235 DOUGLAS AVENUE, SUITE 950
DALLAS, TEXAS 75225
PHONE: (214) 462-7190
CONTACT: CONNOR OSBURN
EMAIL: COSBURN@TRINISCIRES.COM

ENGINEER:
ML CLARK CONSULTING, LLC
P.O. BOX 170
ADDISON, TEXAS 75001
PHONE: (214) 675-1960
CONTACT: MICHAEL L. CLARK, P.E.
EMAIL: MCLARK@MLCLARKCONSULTING.COM

REVISIONS			
REV NO.	DATE	DESCRIPTION	BY
ML CLARK CONSULTING, LLC			
SITE PLAN SP25-0018			
AURA BROOKVIEW MUTIFAMILY			
SEC DENTON CREEK BLVD & STONECREST RD			
LOT 1, BLOCK A, TRG BROOKVIEW ADDITION			
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS			
DESIGN BY	DRAWN BY	DATE	NOTES
MLC	HDS	11/19/25	K-H
FILE	SHEET	001-026 SITEPLAN	C3.1



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

DATE: February 16, 2026
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 500 (SUP25-0007 – Simpoint) to permit an amusement and recreation (indoors) use. The property is generally located south of Flower Mound Road and west of Gerault Road. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)**

BACKGROUND:

- Lot Size – Approximately 6.3 acres
- Zoning – Planned Development District No. 82 (PD-82) with Retail District 2 (R-2) uses.
- Proposed use – Amusement & recreation (indoors) use
- Size – Suite 140 of Building 1 contains 2,085 square feet and will be occupied by the proposed amusement & recreation (indoors) use for an indoor golf and pickleball simulator facility
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

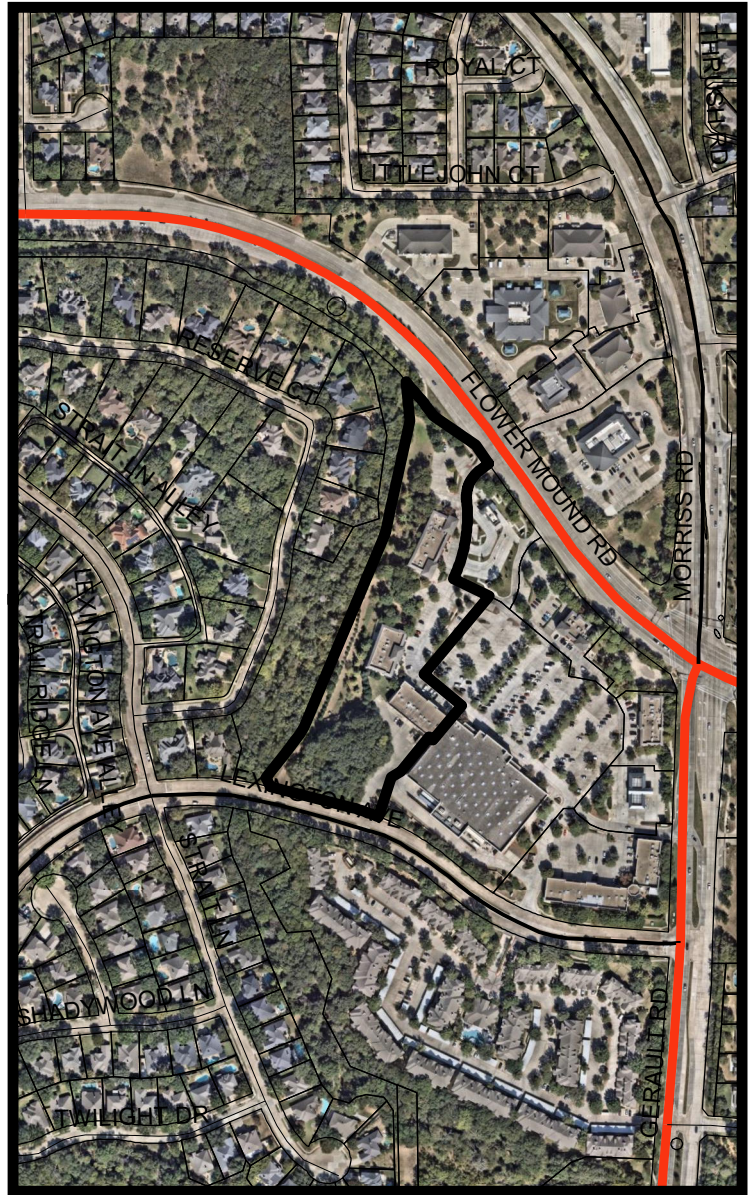
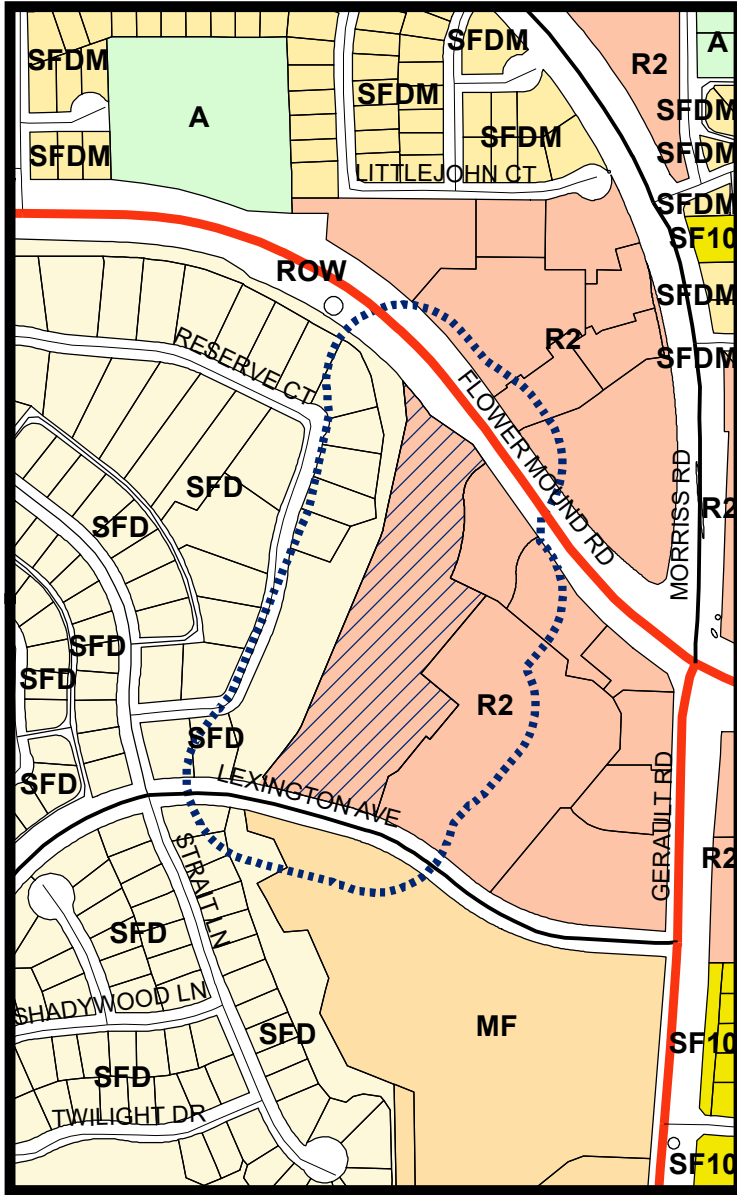
ATTACHMENTS:

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

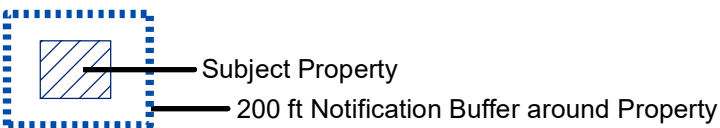
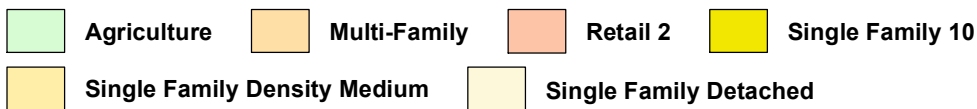
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

SUP25-0007: Simpoint

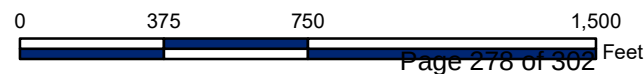
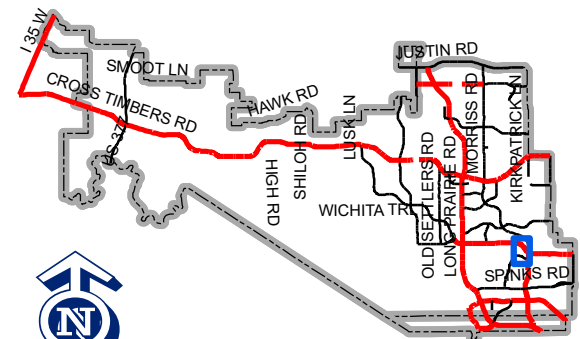


LEGEND



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

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



Map Location

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 500 (SUP-500) FOR AN AMUSEMENT AND RECREATION (INDOORS) USE ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 6.3 ACRES OF LAND AND BEING A PORTION OF LOT 7, BLOCK A OF THE PINES OF FLOWER MOUND ADDITION, AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 82 (PD-82) WITH R-2 RETAIL DISTRICT-2 USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, a tenant of the property described as approximately 6.3 acres of land and being all of Lot 7, Block A of the Pines of Flower Mound Addition, Denton County, Texas (the "Property"), has filed an application, with the approval of the owner of the Property for a Specific Use Permit to allow an amusement and recreation (indoors) use; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on February 9, 2026, and the Town Council held a public hearing on February 16, 2026, with respect to the Specific Use Permit described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Specific Use Permit on the property described herein; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town and will promote the health,

safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

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

Approximately 6.3 acres of land and being all of Lot 7, Block A of the Pines of Flower Mound Addition, Denton County, Texas, and zoned Planned Development District No. 82 (PD-82) with R-2 Retail District-2 uses.

The Property shall remain in the Planned Development District No. 82 (PD-82) zoning district with R-2 Retail District-2 uses, and Specific Use Permit No. 500 (SUP-500) is hereby approved to allow an amusement and recreation (indoors) use as more fully described in Exhibits "A" and "B," attached hereto and incorporated herein, subject to the following conditions:

1. Specific Use Permit No. 500 (SUP-500) is limited to the approximately 2,085 square-foot building on the above-described property and labeled as "Building 1" on the Conceptual Site Plan attached hereto as Exhibit "A."
2. The indoor commercial amusement enterprise operated pursuant to Specific Use Permit No. 500 (SUP-500) shall be wholly enclosed in a building that is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line.

SECTION 2

The Conceptual Site Plan and Conceptual Elevations of the proposed amusement and recreation (indoors) use, attached hereto as Exhibits "A" and "B" and incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Site Plan and Conceptual Elevations for Specific Use Permit No. 500 (SUP-500).

SECTION 3

The official Zoning Map of the Town is amended and the Director of Development Services is directed to revise the official Zoning Map to reflect the approved Specific Use Permit No. 500 (SUP-500), as set forth above.

SECTION 4

The use of the Property described above shall be subject to all restrictions, terms, and conditions contained herein, as well as all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town, including the regulations contained in Planned Development District No. 82 (PD-82) and the SUP conditions provided herein.

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

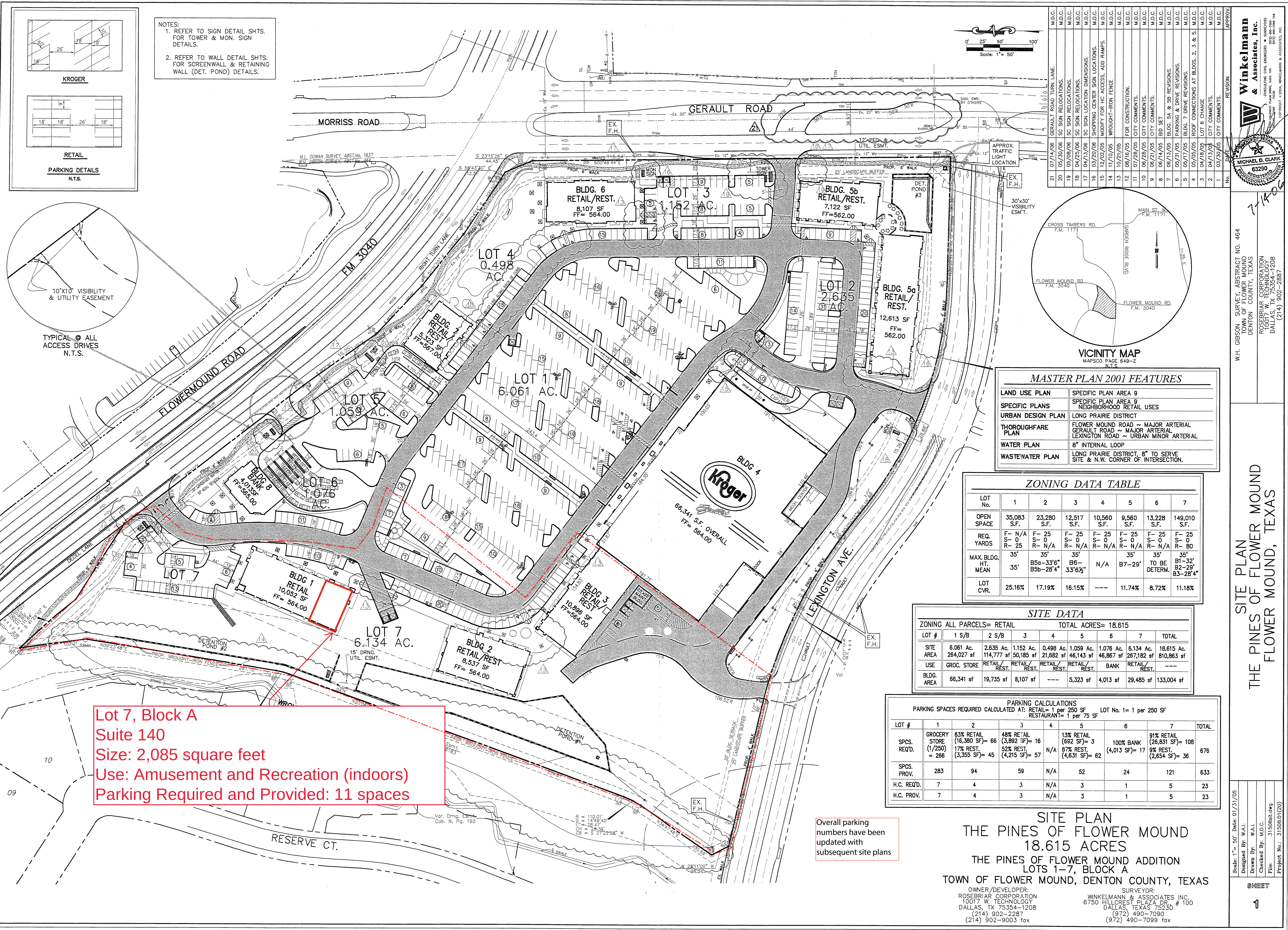
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 16th DAY OF FEBRUARY, 2026.

APPROVED:

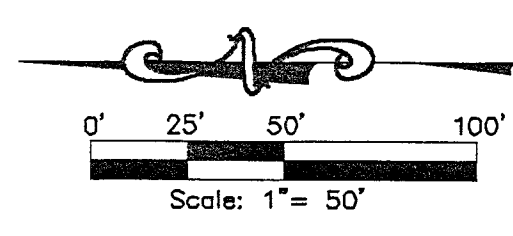
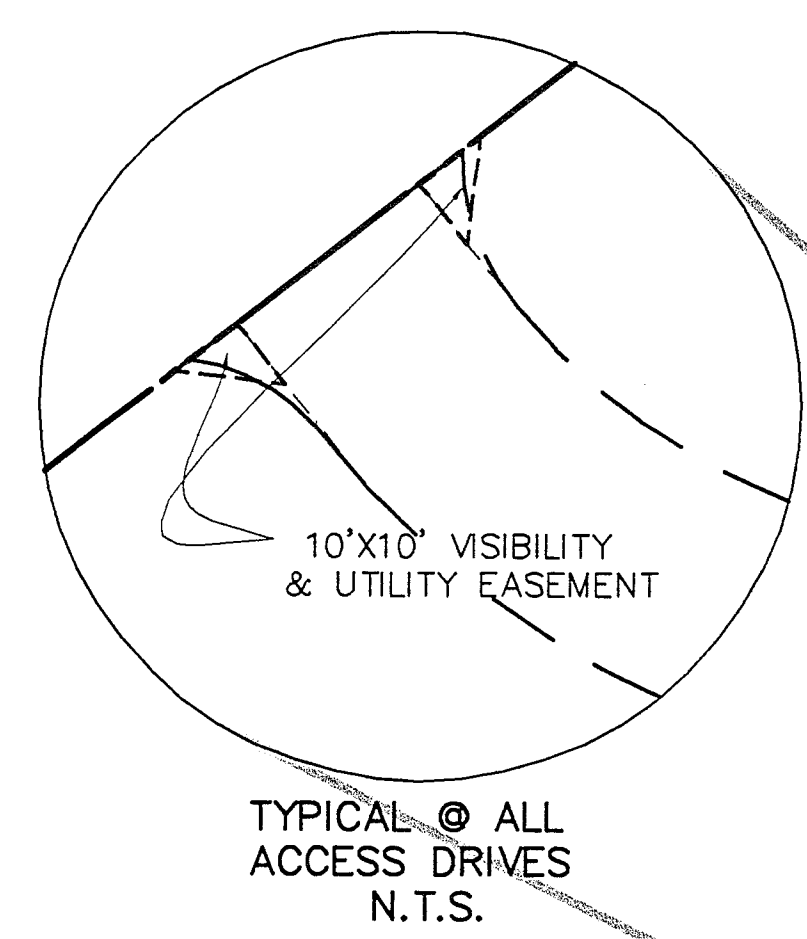
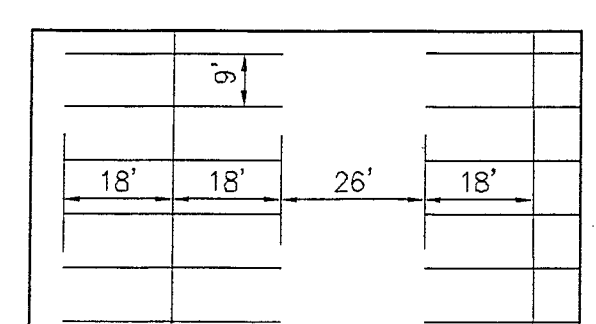
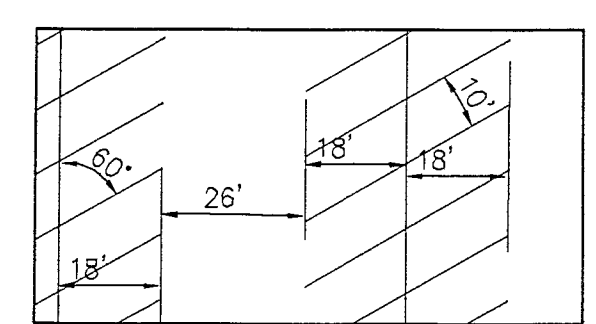
Cheryl Moore, MAYOR

ATTEST:

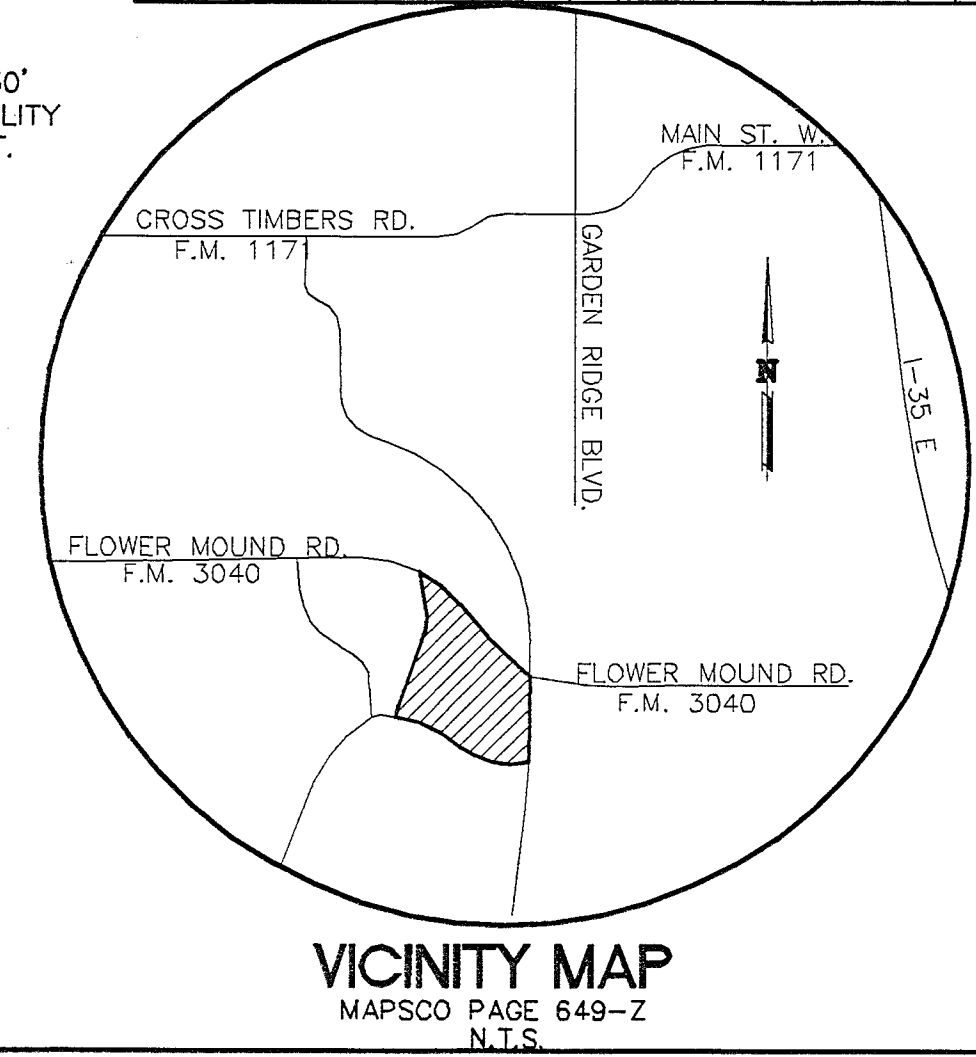
Traci Henderson, TOWN SECRETARY



NOTES:
1. REFER TO SIGN DETAIL SHTS. FOR TOWER & MON. SIGN DETAILS.
2. REFER TO WALL DETAIL SHTS. FOR SCREENWALL & RETAINING WALL (DET. POND) DETAILS.



NO.	DATE	REVISION
1	03/10/05	CITY COMMENTS
2	04/13/05	CITY COMMENTS
3	04/18/05	LOT 6 CHANGE
4	05/05/05	ROOF CONNECTIONS AT BLDGS. 2, 3 & 5
5	05/17/05	BLDG. 7 DRIVE REVISIONS
6	06/13/05	BLDG. 5A & 5B REVISIONS
7	06/14/05	BID SET
8	06/21/05	CITY COMMENTS
9	06/28/05	CITY COMMENTS
10	06/28/05	CITY COMMENTS
11	07/28/05	FOR CONSTRUCTION
12	08/16/05	FOR CONSTRUCTION
13	10/27/05	WROUGHT-IRON FENCE
14	11/10/05	MODIFY FOR I/C ACCESS, ADD RAMPS
15	12/02/05	SHOPPING CENTER SIGN LOCATIONS
16	03/02/06	SC SIGN LOCATIONS
17	04/25/06	SC SIGN RELOCATIONS
18	05/08/06	SC SIGN RELOCATIONS
19	05/30/06	SC SIGN RELOCATIONS
20	07/14/06	GERAULT ROAD TURN LANE
21	07/14/06	GERAULT ROAD TURN LANE



MASTER PLAN 2001 FEATURES	
LAND USE PLAN	SPECIFIC PLAN AREA 9
SPECIFIC PLANS	SPECIFIC PLAN AREA 9 NEIGHBORHOOD RETAIL USES
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
THOROUGHFARE PLAN	FLOWER MOUND ROAD ~ MAJOR ARTERIAL GERAULT ROAD ~ MAJOR ARTERIAL LEXINGTON ROAD ~ URBAN MINOR ARTERIAL
WATER PLAN	8" INTERNAL LOOP
WASTEWATER PLAN	LONG PRAIRIE DISTRICT, 8" TO SERVE SITE & N.W. CORNER OF INTERSECTION.

ZONING DATA TABLE							
LOT No.	1	2	3	4	5	6	7
OPEN SPACE	35,083 S.F.	23,280 S.F.	12,517 S.F.	10,560 S.F.	9,560 S.F.	13,228 S.F.	149,010 S.F.
REQ. YARDS	F- N/A S- 0 R- 25	F- 25 S- 0 R- N/A	F- 25 S- 0 R- N/A	F- 25 S- 0 R- N/A	F- 25 S- 0 R- N/A	F- 25 S- 0 R- N/A	F- 25 S- 0 R- 80
MAX. BLDG. HT. MEAN	35'	35'	B50-33'6" B56-28'4"	B6-33'6 1/2"	N/A	B7-29'	B1-32' B2-29' B3-28'4"
LOT CVR.	25.18%	17.19%	16.15%	---	11.74%	8.72%	11.18%

SITE DATA							
ZONING ALL PARCELS= RETAIL TOTAL ACRES= 18.615							
LOT #	1	2	3	4	5	6	7
SITE AREA	6.061 Ac.	2.635 Ac.	1.152 Ac.	0.498 Ac.	1.059 Ac.	1.076 Ac.	6.134 Ac.
USE	GROC. STORE	RETAIL/REST.	RETAIL/REST.	BANK	RETAIL/REST.	RETAIL/REST.	---
BLDG. AREA	66,341 sf	19,735 sf	8,107 sf	---	5,323 sf	4,013 sf	29,485 sf

PARKING CALCULATIONS							
PARKING SPACES REQUIRED CALCULATED AT: RETAIL= 1 per 250 SF RESTAURANT= 1 per 75 SF LOT No. 1= 1 per 250 SF							
LOT #	1	2	3	4	5	6	7
SPCS. REQ'D.	GROCERY STORE (1/250)= 266	83% RETAIL (16,380 SF)= 66 17% REST. (3,355 SF)= 45	48% RETAIL (3,892 SF)= 16 52% REST. (4,215 SF)= 57	13% RETAIL (692 SF)= 3 87% REST. (4,631 SF)= 62	---	100% BANK (4,013 SF)= 17	91% RETAIL (26,831 SF)= 108 9% REST. (2,654 SF)= 36
SPCS. PROV.	283	94	59	N/A	52	24	121
H.C. REQ'D.	7	4	3	N/A	3	1	5
H.C. PROV.	7	4	3	N/A	3	1	5

Lot 7, Block A
Suite 140
Size: 2,085 square feet
Use: Amusement and Recreation (indoors)
Parking Required and Provided: 11 spaces

Overall parking numbers have been updated with subsequent site plans

SITE PLAN
THE PINES OF FLOWER MOUND
18.615 ACRES
THE PINES OF FLOWER MOUND ADDITION
LOTS 1-7, BLOCK A
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
ROSEBRIAR CORPORATION
10017 W. TECHNOLOGY
DALLAS, TX 75354-1208
(214) 902-2287
(214) 902-9003 fax

SURVEYOR:
WINKELMANN & ASSOCIATES, INC.
6750 HILLOREST PLAZA, DR. #100
DALLAS, TEXAS 75230
(972) 490-7090
(972) 490-7099 fax

W.H. GIBSON SURVEY, ABSTRACT NO. 464
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
ROSEBRIAR CORPORATION
10017 W. TECHNOLOGY
DALLAS, TX 75354-1208
(214) 902-2887

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS • SURVEYORS
1525 W. 14TH ST., SUITE 100
DALLAS, TEXAS 75203
(214) 902-2887

7-14-05

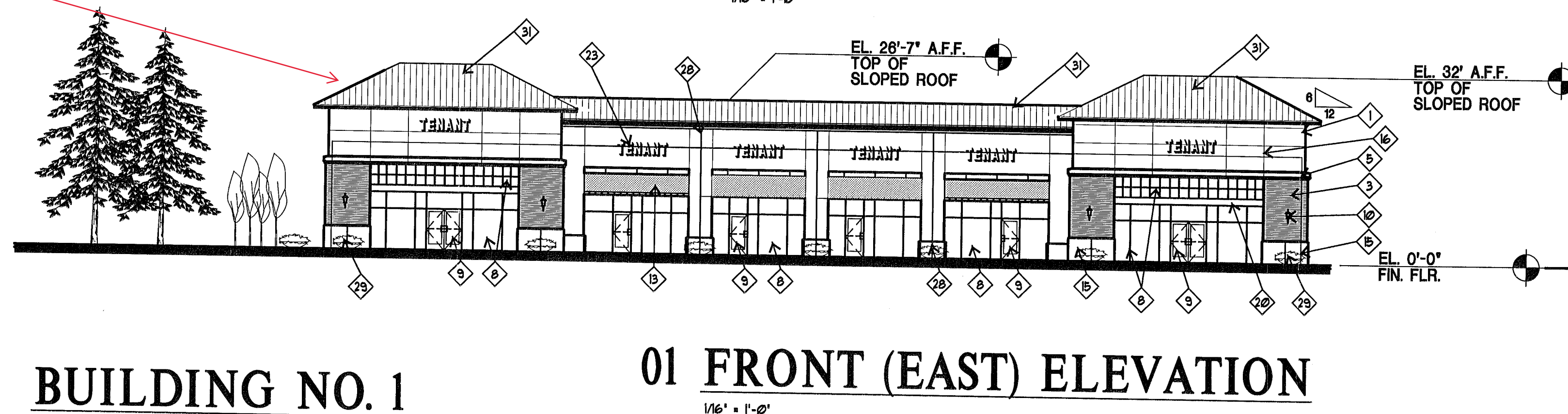
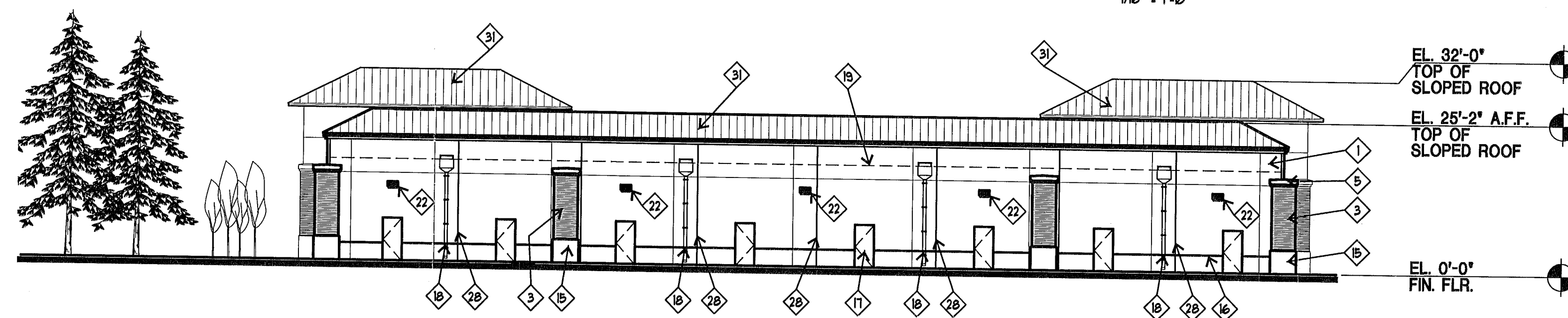
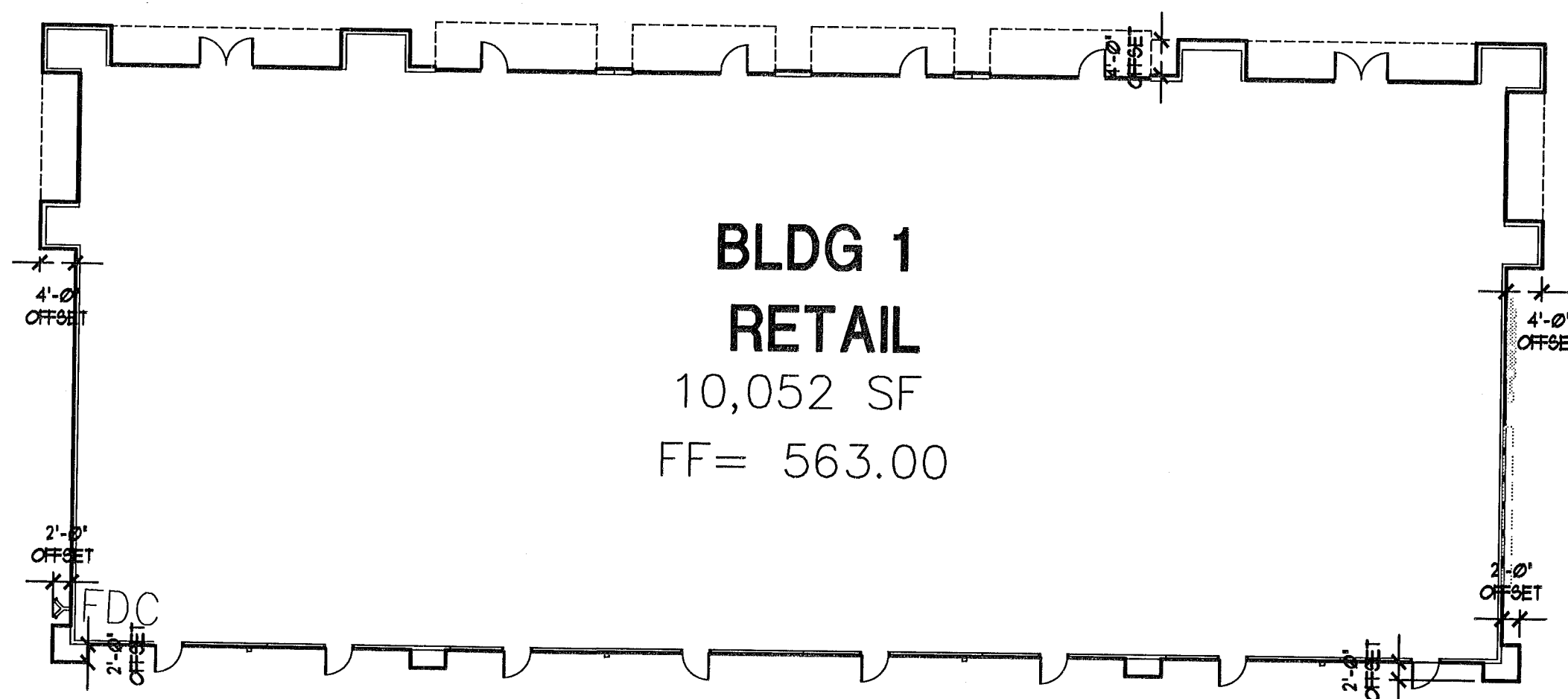
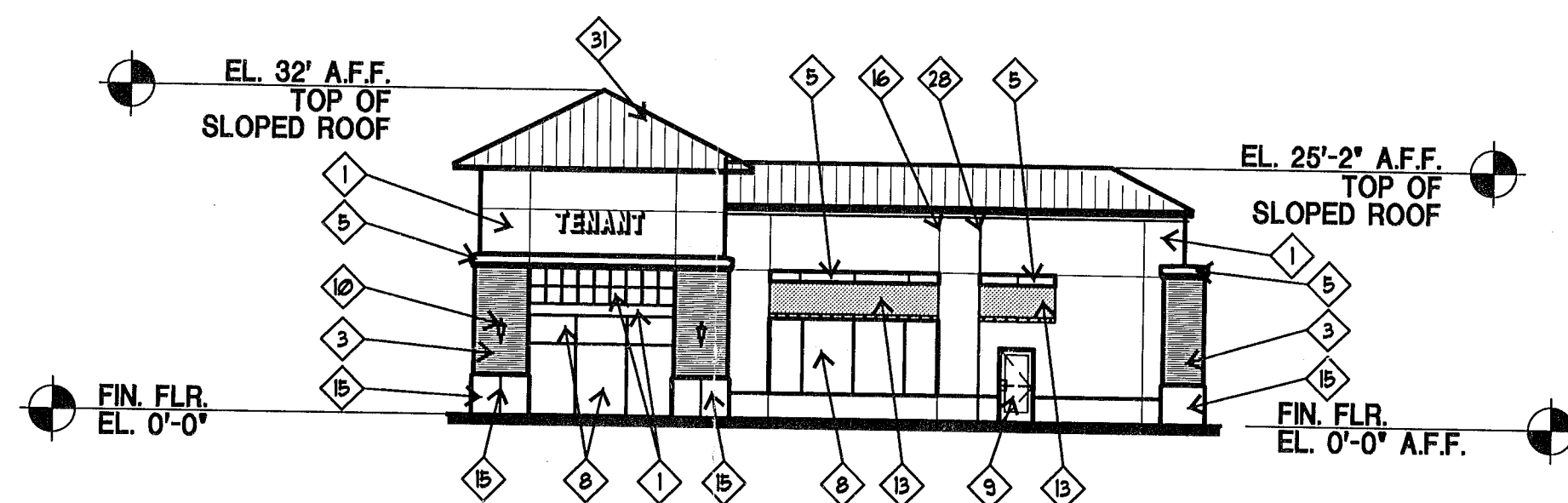
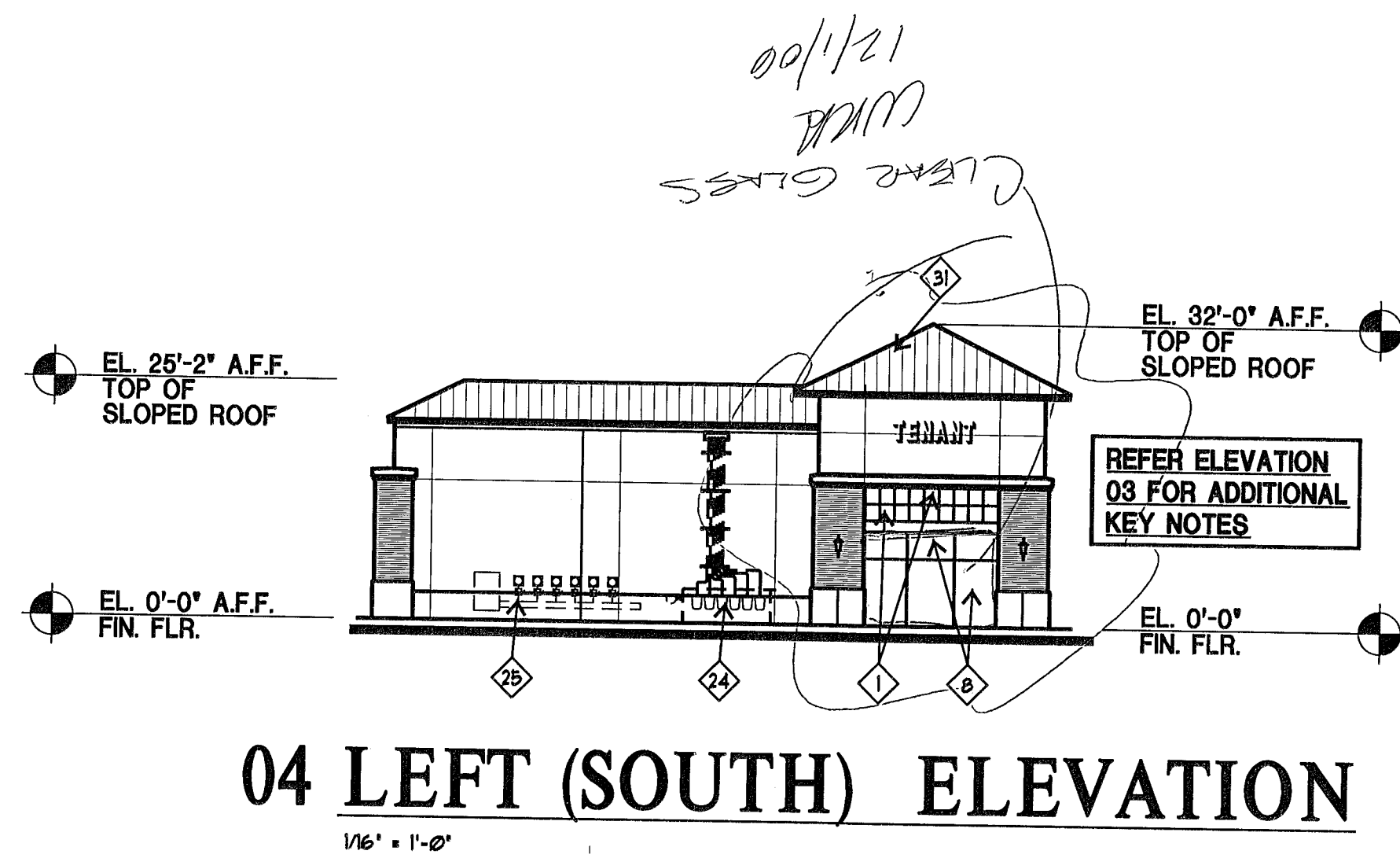
SITE PLAN
THE PINES OF FLOWER MOUND
FLOWER MOUND, TEXAS

Scale: 1"= 50' Date: 01/31/05
Designed By: W.A.L.
Drawn By: W.A.L.
Checked By: M.D.C.
File: 31508a.dwg
Project No.: 31508.01(20)

SHEET
1

RECEIVED
JUL 14 2006
TOWN OF FLOWER MOUND
PLANNING SERVICES

SP25-bx



KEY PLAN - BUILDING NO. 1

FRONT (EAST) ELEVATION

CONCRETE	1,872 S.F.	46 %
BRICK	328 S.F.	8 %
SIMULATED STONE	0 S.F.	0 %
CAST STONE	0 S.F.	0 %
EIFS	170 S.F.	4 %
HOLLOW METAL DOORS	0 S.F.	0 %
CANVAS AWNING	249 S.F.	6 %
PAINTED STEEL	0 S.F.	0 %
STOREFRONT	1,489 S.F.	38 %
TOTAL AREA	4,088 S.F.	

RIGHT (NORTH) ELEVATION

CONCRETE	920 S.F.	68 %
BRICK	157 S.F.	11 %
SIMULATED STONE	0 S.F.	0 %
CAST STONE	0 S.F.	0 %
EIFS	59 S.F.	4 %
HOLLOW METAL DOORS	0 S.F.	0 %
CANVAS AWNING	88 S.F.	6 %
PAINTED STEEL	0 S.F.	0 %
STOREFRONT	143 S.F.	11 %
TOTAL AREA	1,387 S.F.	

REAR (WEST) ELEVATION

CONCRETE	2,906 S.F.	88 %
BRICK	171 S.F.	5 %
SIMULATED STONE	0 S.F.	0 %
CAST STONE	0 S.F.	0 %
EIFS	19 S.F.	1 %
HOLLOW METAL DOORS	194 S.F.	6 %
CANVAS AWNING	0 S.F.	0 %
PAINTED STEEL	0 S.F.	0 %
STOREFRONT	0 S.F.	0 %
TOTAL AREA	3,290 S.F.	

LEFT (SOUTH) ELEVATION

CONCRETE	1,249 S.F.	81 %
BRICK	157 S.F.	9 %
SIMULATED STONE	0 S.F.	0 %
CAST STONE	0 S.F.	0 %
EIFS	35 S.F.	2 %
HOLLOW METAL DOORS	0 S.F.	0 %
CANVAS AWNING	0 S.F.	0 %
PAINTED STEEL	0 S.F.	0 %
STOREFRONT	143 S.F.	8 %
TOTAL AREA	1,725 S.F.	

KEY NOTES:

- 1 TEXTURE PAINTED TILT WALL CONCRETE PANEL
- 2 SIMULATED STONE
- 3 FACE BRICK
- 4 EIFS CORNICE
- 5 EIFS BAND
- 6 EIFS REVEAL
- 7 EIFS ACCENT
- 8 CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM WITH 1/4" OR 1" INSULATED GLASS (PER ENERGY CODE) - TEMPERED GLASS WHERE REQUIRED BY CODE
- 9 CLEAR ANODIZED ALUMINUM STOREFRONT DOOR WITH 1/4" OR 1" INSULATED GLASS (PER ENERGY CODE) TEMPERED GLASS
- 10 DECORATIVE WALL SCONCE
- 11 STEEL CANOPY, PAINTED
- 12 PRE-FINISHED STANDING SEAM METAL ROOF 'AWNING'
- 13 CANVAS AWNING
- 14 METAL AWNING
- 15 CAST-IN PLACE CONCRETE BASE - TEXTURE PAINTED
- 16 CONCRETE PANEL REVEAL
- 17 HOLLOW METAL DOOR - PAINTED, COLOR TO MATCH BUILDING COLOR
- 18 PRE-FINISHED SHEET METAL 6"x6" DOWNSPOUT, COLLECTION BOX, AND SCUPPER OPENING FLASHING - COLOR TO MATCH FACE BRICK
- 19 ROOF LINE.
- 20 PRE-FINISHED BREAK METAL TO MATCH STOREFRONT
- 21 PRE-FINISHED MTL. SCUPPER - COLOR TO MATCH FACE BRICK
- 22 WALL PACK LIGHTS, REFER ELECT. DUGS.
- 23 SIGN, BY TENANT
- 24 GAS METERS / RIGERS, REF. MEP DRAWINGS - FINAL LOCATION TO BE DETERMINED
- 25 ELECTRICAL SERVICE, REF. MEP DRAWINGS - FINAL LOCATION TO BE DETERMINED
- 26 CONTINUOUS BACKER ROD AND SEALANT
- 27 PRE-FINISHED METAL GAS SCUPPER
- 28 CONCRETE PANEL JOINT WITH CONTINUOUS BACKER ROD AND SEALANT (BOTH SIDES)
- 29 CAST-IN PLACE CONCRETE REVEAL
- 30 DRIVE-THRU WINDOW
- 31 SLOPED ROOF: 'FAUX' SLATE TILE, OR ASPHALT SHINGLES AS APPROVED DURING SITE PLAN APPROVAL

The Following Plat/Graphic Case Number SP 25-06 Was Administratively Approved On Date 12/1/06

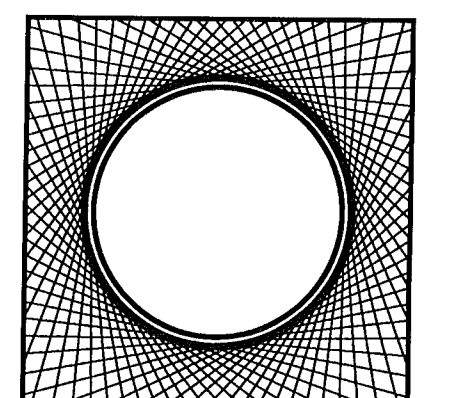
To permit concrete to be replaced with glass ONLY.

Donnell

ISSUE LOG

NO.	DESCRIPTION	DATE
	TOWN COMMENTS	11/3/05
	STOREFRONT REV.	11/29/06

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JOHN O'BRIEN - ARCHITECT
REGISTRATION NO. 4916

DATE: _____ SIGNED
JOB #: 22045
DATE: _____
SCALE: 1/16" = 1'-0"

SHEET NO.

01

BUILDING NO. 1

ECE 25-06-2



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

DATE: February 16, 2026
FROM: Maxine Musuqua, Economic Development Specialist
ITEM: **Public Hearing to consider approval of a resolution adopting updates to the Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.**

BACKGROUND: The purpose of this item is to consider a resolution to adopt amendments to the Town's Economic Development Incentive Policy (the "Policy") to establish guidelines and criteria governing tax abatement and other incentive agreements. The policy is used for consideration by staff and Council and is a general guidance policy in the evaluation of incentive requests.

Section 312 of the Texas Tax Code states that tax abatement policies are effective for two years from the date adopted. [The Town's Policy](#) expired on 12/18/2025; therefore, Town Council must renew the Policy for another two-year period in order to have the ability to provide tax abatement to prospective businesses. This is a recurring biennial request, with the next update approval to occur in 2028.

In an effort to better align with current practices, changes were made, including but not limited to:

- Reorganized the sections of the Policy to better communicate the goals and objectives of the Policy
- Established more defined criteria to qualify for a tax abatement incentive, including setting minimum taxable values and minimum jobs created
- Added in a "Preferred Retail" list of respective examples as an exhibit
- Added in a new "Fee-Based Incentives" section with an accompanying exhibit detailing eligible permit fee waivers
- Digitized the application form

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

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

ATTACHMENTS:

1. 2026 Incentive Policy Resolution - FINAL

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE TOWN OF FLOWER MOUND; MAKING FINDINGS RELATIVE THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (“Town”), is committed to the attraction of high-quality development in all parts of the Town to expand and diversify the Town’s tax base; and,

WHEREAS, success in economic development ensures the Town’s long-term financial stability, as well as the ability to provide quality services and infrastructure to provide for ongoing improvement in the quality of life for its residential and corporate citizens; and,

WHEREAS, the Town Council of the Town has determined that a policy relative to economic development incentives will provide clarity and delineate the parameters of the Town’s economic development incentives; and,

WHEREAS, the Town Council of the Town has decided to elect to become eligible to participate in tax abatement and establish standards and guidelines that will govern the granting of financial initiatives and tax abatement to facilitate economic growth; and,

WHEREAS, such a policy will act as a stimulus for economic development in the Town;

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

From and after the effective date of this Resolution, the Economic Development Incentive Policy attached hereto as Exhibit A is hereby adopted by the Town and made a part of this Resolution for all purposes.

SECTION 3

This Resolution shall take effect immediately from and after its date of passage, and it is so resolved; and all resolutions of the Town Council of the Town of Flower Mound in conflict herewith are hereby amended or repealed to the extent of such conflict.

RESOLUTION NO.

PAGE NO. _____

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF FEBRUARY, 2026.

Cheryl Moore, Mayor

ATTEST:

Traci Henderson, Town Secretary

Exhibit A**Economic Development Policy****I. GENERAL PURPOSE AND OBJECTIVES**

The purpose of this Economic Development Incentive Policy (“Policy”) is to establish standards and guidelines that will govern the consideration of economic development incentives (“Incentives”) to facilitate the economic growth of the Town of Flower Mound, Texas (the “Town”). The Town considers Incentives only as necessary to fill financial gaps, and limits them to reasonable and appropriate project expenses or inducements that help to ensure at least one of the following objectives are met.

The Town considers Incentives to further the following objectives:

1. Expansion of the Town’s commercial tax base to increase sales tax revenue in a way that supports community character and quality of life objectives;
2. Promotion of a diversified and regionally competitive economy that creates professional employment opportunities for the Town; and
3. To ensure the Town’s long-term financial ability to provide quality service to new and existing development, without placing a disproportionate tax burden on homeowners.

Insofar as such objectives are generally served by the enhancement and expansion of the local economy, the Town may, on a case-by-case basis, consider providing Incentives as a stimulus for commercial development. It is the policy of the Town that consideration for such Incentives will be provided in accordance with the procedures and criteria outlined in this Policy. Nothing herein shall imply or suggest that the Town is under any obligation to provide Incentives to any applicant. All Incentives are discretionary and shall be considered on a case-by-case basis by the Town Council (“Council”). Additionally, an application must be approved prior to commencement of any work or relocation.

II. DEFINITIONS

“Abatement” means the full or partial exemption of ad valorem taxes for eligible properties in a Reinvestment Zone designated as such for economic development purposes as authorized by Chapter 312 of the Texas Tax Code. Abatement may be granted for real property improvements and/or business personal property as determined by the terms of each individual agreement.

“Application” shall mean the electronic Economic Development Incentive Application (“EDIA”) to this policy, provided by this [link](#).

“Claw Back Clause” shall mean the clause in the executed Incentive Agreement that outlines the repayment of Incentives in the event that the Company is unable to meet their obligations.

“Company” shall mean the party with which the Town is entering into an Incentive Agreement with.

“Director” shall mean the Town’s Director of Economic Development.

“Hotel Occupancy Tax (HOT)” shall mean the Town’s portion of Hotel Occupancy Tax charged and received by each hotel operator.

“Incentive Agreement” shall mean an agreement between the Town and a Company for certain Incentives.

“LEED” shall mean the U.S. Green Building Council’s Leadership in Energy and Environmental Design program.

“Preferred Retail” shall mean retail uses listed on Exhibit “B.”

“Reinvestment Zone” shall mean an area designated as such for the purpose of tax abatement as authorized by Chapter 311, Texas Tax Code.

“Sales Tax” shall mean the unrestricted portion (1%) of the Town’s sales tax.

III. METHODOLOGY AND CRITERIA

An Application shall be considered and negotiated on a case-by-case basis. Incentives may be utilized only as inducements to generate development that otherwise would not occur. Incentives will not be considered if a building permit for new construction has already been issued, the purchase of an existing building has been finalized, or a tenant lease has been executed. All Incentive requests must be processed concurrently with zoning or site plan approval, if applicable.

Information provided in the Town’s Application will be used to determine whether it is in the best interest of the Town to recommend Incentives be offered for a project. To determine the feasibility of a project, a cost/benefit analysis will be performed internally to determine the expected economic impact to the community. The Application shall be evaluated based on the following review of the projected fiscal, community, and employment impacts to the Town:

1. Fiscal Impact
 - a) The real and personal property value added to the tax roll;
 - b) The direct sales tax generated;
 - c) Required Town capital infrastructure construction and cost; and
 - d) The total projected annual operating budget of the facility or project.
2. Community Impact
 - a) The project’s impact on the local housing market;
 - b) The project’s environmental impact, if applicable; and
 - c) The project’s impact on other taxing entities.
3. Employment Impact
 - a) The number of jobs created in the Town;
 - b) Types of jobs created; and
 - c) The average annual salary of the jobs created.

Specific consideration will be given to projects that further the Town's Economic Development Master Plan, as well as projects with a significant positive impact on diversifying existing markets, adding employment, expanding the local tax base through added improvement values, and increasing sales tax revenues to the Town.

IV. AVAILABLE INCENTIVES

The Town may consider providing one or a combination of the following Incentives:

1. Tax Abatement for Real and/or Personal Property

- a) The Town may offer real and/or business personal property tax abatements for qualifying projects up to a maximum of fifty percent (50%) for a maximum of seven (7) years, as authorized by Chapter 312 of the Texas Tax Code. Qualifying projects include new tenancies, expansions, or renovations of existing facilities. The Town's guidelines for Abatements are as follows:
 - i. If the determination is made that a tax abatement should be offered for a new project, the project must create a minimum of ten million (\$10,000,000.00) dollars in new taxable value and create a minimum of seventy-five (75) new jobs;
 - ii. If the determination is made that a tax abatement should be offered for an existing business, the project must create a minimum of two million, five hundred thousand (\$2,500,000.00) dollars in new taxable value and increase pre-Incentive employment numbers by fifteen percent (15%);
 - iii. All salaries must be one-hundred and fifteen percent (115%) of Denton County Median wages, per the annual Department of Labor Statistics; and
 - iv. Additional consideration will be given for LEED certified projects.

2. Sales Tax

- a) Under Chapter 380 of the Texas Local Government Code, the Town may consider sales tax sharing to promote and encourage economic development goals. The Town's guidelines for sales tax sharing are as follows:
 - i. Projects identified as Preferred Retail (see Exhibit "B") or a comparable retail concept are generally eligible for sales tax sharing.
 - ii. Sales tax may be rebated at a maximum of fifty percent (50%) of the unrestricted portion (1%) of the Town's sales tax; and
 - iii. Retail uses not listed in Exhibit "B" may also be considered on a case-by-case basis if the proposed project demonstrates significant community benefit or aligns with the Town's economic development goals and may be subject to a lessor sales tax sharing offer, if any.

3. Hotel Occupancy Tax (HOT)

- a) Under Chapter 380 of the Texas Local Government Code, the Town may consider Hotel Occupancy Tax ("HOT") sharing. The Town's guidelines for HOT sharing are

as follows

- i. HOT may be rebated at a maximum of fifty percent (50%) of the Town's HOT rate;
- ii. HOT may be rebated for a maximum of seven (7) years; and
- iii. An eligible hotel should be a full-service hotel or lodging rated "Upscale," or better, by the Smith Travel Research report, commonly referred to as the STAR report, to qualify for Incentives.

4. Fee-Based Incentives

Fee-based Incentives may be considered in lieu of, or in addition to, a tax abatement, sales tax sharing, or HOT sharing if the project presents value to the Town in terms of added tax value, increased employment opportunity, or enhanced quality of life amenities. Fee-based Incentives may include the reduction or full grant of certain permit fees assessed by the Town and/or rebated impact fees. Impact fee grants will be paid out over a maximum of five (5) years. (See Exhibit "C" for eligible permit fees).

5. Speculative Building Incentive

In the case of speculative buildings, the Council may incentivize a speculative building if it meets the following qualifications:

- i. Is in an area designated by the Town's Master Plan ("Master Plan") as office use; and
- ii. Meets the Council's goal to recruit corporate office(s) to the Town.

V. EXCEPTIONS

Tax abatements will not be considered within a Tax Increment Reinvestment Zone ("TIRZ") created in the Town. Providing ad valorem tax abatements in a TIRZ dilutes the fund's projected value and limits the Town's ability to carry out approved projects within the zone. Additionally, the Town will not consider any Incentives for residential projects or the residential portion of mixed-use projects.

To encourage the retention/expansion of existing business, attraction of new businesses that satisfy a community goal or objective, or to meet a special need of the community, the Council retains the ability to approve an Incentive that does not comply with the terms outlined in this Policy.

VI. APPROVAL

All Applications are considered on a case-by-case basis, and all Incentives are subject to final approval by the Council. The Town retains discretion to determine the resulting amounts and terms for individual projects. Nothing herein shall imply or suggest that the Town is under any obligation to provide Incentives at any time to any applicant. Although a project may meet the criteria as set forth in this policy, an application may be denied for any reason at the discretion the Council.

The Town will not approve an Incentive with a business entity unless the business entity, in accordance with Section 2252.908 of the Texas Government Code and the rules adopted by the

Texas Ethics Commission, submits a disclosure of interested parties to the Town at the time the business entity submits the signed Incentive Agreement to the Town. In addition, any owner with more than twenty percent (20%) ownership will be required to be acknowledged and disclose if they are currently involved in any litigation.

VII. PERFORMANCE

All Incentives granted by the Town are performance-based. Should a project granted Incentives fail to satisfy the terms of the agreement, the contracted party may be denied the Incentives. Approved Incentives, other than tax abatements, will include individual performance measures to be met by the contracted party and specific Claw Back Clauses intended to safeguard the Town from potential financial loss.

VIII. ANNUAL EVALUATION

Throughout the year, the Town will perform evaluations of approved Incentives to ensure compliance by all parties. At the end of each year, an annual incentives report will be generated and made available online to the public which will summarize the status of each Incentive that was active during the respective year.

IX. PROCEDURAL GUIDELINES

Any person, organization, or corporation desiring that the Town consider Incentives to encourage local economic development is expected to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that the Town is under any obligation to provide an Incentive to any applicant.

Completion of the Application

1. Applicants should complete the Application and include a statement explaining why Incentives are being sought for the specific project.
2. The Incentive request should include a map or other documentation showing the following:
 - a) The location of the project property and all roadways within 500 feet of the site;
 - b) A complete legal description of the project property;
 - c) Any known existing uses assigned to and conditions of the project property;
 - d) A summary of the proposed improvements and uses on the site;
 - e) A proposed project site plan and elevations;
 - f) Outline any proposed changes in zoning that may be requested; and
 - g) A statement indicating that the applicant understands the project must conform with the Town's Master Plan, code of ordinances, applicable building codes, and meet the Town's Urban Design Plan.
3. Completed application forms and supplementary information may be submitted via the link provided [here](#).

4. All information in the Application detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

Consideration of the Application

1. The Application and supplemental documentation is reviewed by the Director in cooperation with other Town departments to determine if the Application is complete, and the scope of the Incentive request. Additional information may be requested as needed.
2. Once the Application is determined to be complete, the Director will present the Application to Council for review during the next available Town Council meeting. The Application will be presented during the closed meeting portion of the agenda.
3. Following the Council review, the Director will notify the applicant of any additional information needed, or the counter-offer from the Council, if any.
4. The recommendation of the Council is communicated to the Director who provides a response to the applicant on behalf of the Town.
5. Once any additional information requested by the Council is provided by the Applicant to the Director, including and response to a counter-offer, the Director will present an amended request to the Council in the same manner as step two above. This process continues until both parties agree with the terms of the Incentive. If agreement cannot be reached, the request is considered denied and the Director will notify the Applicant that their Incentive is no longer under consideration.
6. Once both parties agree, a formal Incentive Agreement will be drafted and verified for legal compliance. The Director will provide the Applicant with the formalized draft for review. Any edits made by the Applicant are subject to review by the Town Attorney and may necessitate the need for further review by Council during a closed meeting.
7. Once both parties agree with the draft agreement, it will be scheduled for the next available Council meeting for a public hearing and final vote. The Director will communicate the expectations of the public presentation to the Applicant, who is expected to attend the meeting.
8. Following a majority approval vote, the mayor or their designee will execute copies of the Incentive Agreement. One original Agreement will be filed with the appropriate county jurisdiction and one original mailed to the contracted party. A copy of each executed Incentive Agreement will be maintained in the Economic Development Office.
9. If the Council wishes to formally consider a request for tax abatement, and the project meets all applicable criteria, the Town will call a public hearing to consider the establishment of a Reinvestment Zone in accordance with Section 312.201 of the Tax Code.¹

¹ If a public hearing is called to consider the Incentive request, the application and all supplemental information shall be regarded as a matter of public record and will be available for inspection by the public. Notwithstanding the foregoing, pursuant to Section 312.003 of the Texas Tax Code, information the applicant provides to the Town in connection with its

The Town reserves the authority to enter into Incentive Agreements on a case-by-case basis and at differing terms than any provisions or existing agreements that may have been approved by the Council or elsewhere, whether of a similar scope and size or not. Nothing within these guidelines shall imply or suggest that the Town is under any obligation to provide tax abatement or any other Incentives to any applicant.

X. INCENTIVE RECONSIDERATION

Reconsideration of an Application previously denied may be requested after any of the following alterations:

1. The Incentive requested is different;
2. The terms associated with the requested Incentive are different; or
3. New information related to the project and its benefit to the community is obtained.

Applicants seeking the reconsideration of an Incentive must complete and apply in the same manner as a new Incentive request and will receive additional information in the same timely manner as a new Incentive request. Previously submitted documents may be referenced in each subsequent determination.

¹ If a public hearing is called to consider the Incentive request, the application and all supplemental information shall be regarded as a matter of public record and will be available for inspection by the public. Notwithstanding the foregoing, pursuant to Section 312.003 of the Texas Tax Code, information the applicant provides to the Town in connection with its application or request for a tax abatement that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the applicant seeks a tax abatement is confidential and not subject to public disclosure until the tax abatement agreement is executed, unless a waiver has been obtained from the applicant. The applicant's information in the custody of the Town after the Incentive Agreement is executed is not confidential.

Exhibit B**Preferred Retail****1. Upscale Specialty Retailers**

Such retail and restaurant uses that are typically categorized as “Class A” including, but not limited to; Upscale Specialty Retailers such as, but not limited to, Apple Store, Lululemon, Anthropologie, Crate and Barrel, Williams Sonoma, Pottery Barn, and REI, and Generally found in High-end projects such as The Shops of Legacy West in Plano, Texas, Southlake Town Square in Southlake, Texas, Highland Park Village, Dallas, Texas, or comparable high-end projects elsewhere.

2. Specialty and Gourmet Grocers

Regional or neighborhood grocery stores that provide an upscale grocery experience, including but not limited to, Central Market, Trader Joe’s, and H-E-B, or other high-quality Specialty and Gourmet Grocers.

3. Quality Wholesale and Lifestyle Essential Store

A Retail or wholesale Store that typically sells a higher-end variety of upscale products for home, health, personal care, groceries, electronics and auto. These stores are usually 125,000-150,000 square feet in size and most wholesale are membership only. This category includes, but is not limited to, Costco, Target and BJ’s Wholesale.

4. Upscale Restaurant

Any restaurant that focuses on quality food and a refined atmosphere and offers full table service with a premium menu. Examples include, but are not limited to, Capital Grille, Trulucks, Bob’s Steak and Chop House, Texas de Brazil, Al Biernet’s, Del Frisco’s Grille and Perry’s Steak House. Upscale Restaurants are preferred, but if a restaurant, fast casual, or fast-food meets a minimum threshold of \$7,500,000 in annual sales it may be submitted for review of incentives at the discretion of the Town Council.

5. Super Retail Store

Large-scale, high-volume retail stores specializing in furniture, home goods, or sporting goods, that attract shoppers from a wide geographic region, including, but not limited to IKEA, Scheels, Bass Pro Shop, Cabela’s, and NFM.

6. Shopping Center

A multi-tenant, multi-building shopping center consisting of buildings comprising a minimum of 250,000 square feet for retail, office, medical office, personal service, and restaurant uses, as those terms are defined in the Town’s Code of Ordinances .The combined building square

footage of the Shopping Center must include uses from the Preferred Retail List that comprise at least fifty percent (50%) of the Shopping Center square footage.

7. Upscale Hospitality

A full-service hotel or lodging use rated “Upper -Upscale” or better by the Smith Travel Research report, commonly referred to as the STAR Report. Other levels of hotels may be submitted for review of incentives at the discretion of the Town Council.

8. Entertainment District

A type of arts district with a high concentration of theatres, both live and digital, performing arts venues, cultural attractions (museums, galleries and other cultural institutions), which includes retail space with experiential entertainment such as Chicken and Pickle, interactive gaming and specialty restaurants.

9. Recreation Facilities

Public buildings and grounds for community entertainment, relaxation, social activity and other leisure activities. These can be both indoor or outdoor and may include stages. Amphitheaters, botanical gardens, and waterparks are a few examples.

Exhibit C**Eligible Permit Fee Waivers**

The Council may offer a reduction or waiver of certain permit fees assessed by the Town which includes the following application and permit fee types:

1. Eligible Development Application Fees:

- a. Master Plan Amendment applications
- b. Zoning and Planned Development applications
- c. Specific Use Permit applications
- d. Subdivision Site Plans
- e. Site Plans
- f. Development Plans
- g. Plats
- h. Amended Site Plans
- i. Comprehensive Sign Package Applications
- j. SMARTGrowth Application analysis fees
- k. Zoning verification letters

The following development application fees are **not** eligible to be waived:

- a. SMARTGrowth – Infrastructure Analysis fees
 - i. Transportation analysis
 - ii. Water capacity analysis
 - iii. Wastewater analysis
- b. Legal fees such as property owner notifications and newspaper notification fees
- c. Any reinspection fee
- d. Vested rights petition fees
- e. Development agreement fees
- f. Multiple plan review fees
- g. Subdivision name change fees
- h. Vacating Plat fees
- i. Informational signage fees

2. Eligible Construction / Development Permit fees:

- a. Permit fee (balance of fee after deposit)
- b. Landscape plan inspection fee
- c. Public infrastructure inspection fee

The following construction / development permit fees are **not** eligible to be waived:

- a. Permit fee deposit
- b. Any reinspection fee
- c. Any afterhours inspection

3. Eligible Building Permit fees:

- a. New Commercial Building permits:
 - i. Plan Review fees
 - ii. Permit fees
 - iii. Electrical fees
 - iv. Mechanical fees
 - v. Plumbing fees
 - b. New Shell Building permits:
 - i. Plan Review fees
 - ii. Permit fees
 - iii. Electrical fees
 - iv. Mechanical fees
 - v. Plumbing fees
 - c. Finish-Out permits:
 - i. Plan Review fees
 - ii. Permit fees
 - iii. Electrical fees
 - iv. Mechanical fees
 - v. Plumbing fees
- The following building permit fees are **not** eligible to be waived:
- a. Any restamp fee
 - b. Any reinspection fee
 - c. Single-family and multi-family permit fees



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

DATE: February 16, 2026
FROM: Sarah Luxton, Senior Management Analyst
ITEM: **Provide an update regarding the completed tree planting project at Shadow Ridge Park. Present and discuss options for the FY 2026-27 Annual Tree Planting Project.**

BACKGROUND: On November 4, 2024, the Town of Flower Mound passed the 2025 Strategic Plan which included the first objective to protect and expand the Town's Tree Canopy. The first initiative in this objective was to complete an annual tree planting project and to present site options for the fiscal year 25-26 budget year. Staff presented four options for the Town Council at the Council meeting on January 21, 2025. During this presentation, staff received direction from the Town Council to complete a Tree Planting project at both Shadow Ridge and Gerault Park.

The Town of Flower Mound applied for a grant from the Texas A&M Forestry Service; however, they were not selected for the grant. The Town received a \$25,000 contribution from Oncor to help with Flower Mound's Tree Canopy initiative.

The Gerault Park site was later removed due to the proposed reclaimed wastewater line that will be running through that area.

On November 7, 2025, the Town of Flower Mound completed the tree planting project at Shadow Ridge Park where 46 new trees were planted as part of the Town's annual tree planting program. This included the following varieties: Cedar Elm, Red Oak, Live Oak, Lacebark Elm, Red Bud and Yaupon Holly. To commemorate the occasion, Town staff hosted a tree planting ceremony which included the distribution of 50 Post Oak seedlings and 25 Desert Willow seedlings. At the event, the Mayor read the Texas Arbor Day Proclamation.

On November 3, 2025, the Town of Flower Mound passed the 2026 Strategic Plan, which included the sixth objective to protect and expand the Town's Tree Canopy. The first initiative in this objective was to evaluate public areas for the next tree planting and engage the public on which site to complete the tree planting project at. Town Staff launched a community tree planting survey on November 7, 2025 to engage the public on six potential tree planting projects. The survey has been shared in the utility bill insert, on the town's social media, website and in-person at the Shadow Ridge Tree planting event. The survey has had 52 total responses.

On February 3, Town staff presented potential tree planting projects to the Environmental Conservation Commission (ECC) and received support for the tree planting; however, the ECC did not recommend a particular site above others.

Staff will be presenting three potential tree plant sites for the Town Council on February 16, 2025. During this presentation, staff will be seeking direction on which site the Town Council would like to plant on next and potential funding sources for tree plantings including the application for another grant from the Texas A&M Forestry Service which has been increased to \$20,000 for the coming grant cycle.

BOARD REVIEW/CITIZEN FEEDBACK: On February 3, Town staff presented potential tree planting projects to the Environmental Conservation Commission (ECC) and received support for the tree planting; however, the ECC did not recommend a particular site above others.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: Discuss and provide staff with direction.



TOWN COUNCIL AGENDA K.1. WORK SESSION ITEM

DATE: February 16, 2026
FROM: Robert Pegg, Town Engineer
ITEM: **Presentation and discussion on land use assumptions, capital improvements plan, and the imposition of an impact fee.**

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

As part of the overall project, Kimley-Horn presented the updated land use assumptions, growth rates, and capital improvements to Town Council on December 1, 2025. Additionally, Town Council approved updates to the Town's Water and Wastewater Master Plans on December 15, 2025. These Master Plans were then used to determine the updated impact fees that are now being presented.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: Discuss and provide staff with direction.