

# Town Council Regular Meeting

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May 18, 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](mailto:towncouncil@flowermound.gov) or by calling 972.874.6005 and leaving a message.

## AGENDA

### A. CALL TO ORDER

### B. INVOCATION

### C. PLEDGES

### D. PRESENTATION(S)

1. Proclamation for Mental Health Awareness Month
2. Proclamation National Safe Boating Week
3. Proclamation for Public Works Week
4. Retirement Certificate Presentation Flower Mound Chamber of Commerce
5. The Summit Club and Flower Mound Firefighters Foundation donation to the restoration of retired Fire Engine 343.

### E. PUBLIC COMMENT

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

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

To speak to Council during public comment, fill out a comment form (PDF). Note:

- Limited to three (3) minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the Mayor
- Direct comments to the Town Council

- State your name and the municipality where you reside

## **F. ANNOUNCEMENTS**

1. Announcements from the mayor and council members

## **G. TOWN MANAGER'S REPORT**

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
  - a. National EMS Week, May 17–23, 2026.
  - b. GFOA Distinguished Budget Presentation Award
  - c. Art Center Update

## **H. FUTURE AGENDA ITEM(S)**

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

## **I. COORDINATION OF CALENDARS**

1. May 21 - Board & Commission Reporting
2. June 1 - Regular Meeting
3. June 11 - Work Session

## **J. CONSENT ITEM(S)**

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

1. Samsara 3-year licensing contract - Consider approval of the purchase of a 3-year licensing contract paid annually for Samsara vehicle asset gateways, a vehicle telematics/GPS solution for a 3-year total cost of \$223,611.84 utilizing Sourcewell Contract # 102924-SAM.
2. Animal Services 2026 Ford F250 - Consider approval of purchasing one(1) 2026 Ford F250 for Animal Services from Sam Packs Five Star Ford in the amount of \$71,915.24 utilizing BuyBoard Contract #724-23.
3. Fire Station #6 - PSA for Material Testing - Consider approval of a Professional Services Agreement with ECS Southwest, LLP for the material testing services associated with Fire Station #6, in the amount of \$99,385,00; and authorization for the Mayor to execute same on behalf of the Town.
4. Consider approval of ordinance to appoint Alternate Judge Cynthia Burkett. - Consider approval of an ordinance to appoint Alternate Municipal Judge Cythia Burkett for the period of May 18, 2026, through May 17, 2028.

## **K. REGULAR ITEM(S)**

1. Prologis 380 Agreement - Public Hearing to consider approval of a Chapter 380 Agreement with Prologis for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.
2. MPA26-0001 – Economic Development - Public Hearing to consider an ordinance amending the Master Plan (MPA26-00001 – Economic Development) to amend Section 10.0 – Economic Development Plan, of the Master Plan.
3. SSP25-0007 - Solinski Enterprises - Consider a request for a Subdivision Site Plan (SSP25-0007 – Solinski Enterprises) to approve infrastructure for a non-residential subdivision with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located south of Spinks Road and west of Gerault Road. (PZ recommended approval by a vote of 6 to 0 at its May 11, 2026, meeting.)

**L. BOARDS/COMMISSIONS**

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

1. Denco 9-1-1 Board of Managers - Consider a nomination letter to the Denco Area 9-1-1 District Board of Managers.

**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
  - b. Potential Boundary Adjustment Matter
2. **Section 551.072: Deliberation Regarding Real Property**  
 Discuss and consider purchase, exchange, lease or value of real property for parks, trails, 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 May 12, 2026, by 5:00 p.m.

**Traci Henderson, Town Secretary**

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

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

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



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

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**DATE:** May 18, 2026  
**FROM:** Billy Sterner, Fleet Services Manager  
**ITEM:** **Consider approval of the purchase of a 3-year licensing contract paid annually for Samsara vehicle asset gateways, a vehicle telematics/GPS solution for a 3-year total cost of \$223,611.84 utilizing Sourcewell Contract # 102924-SAM.**

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**BACKGROUND:** The Fleet Services Department is requesting the purchase of a 3-year licensing contract with Samsara in the amount of \$223,611.84 utilizing the Sourcewell Contract # 102924-SAM, which will consist of three annual payments of \$74,537.28 each.

A 3-year licensing contract with Samsara was originally approved as a Decision Package in the FY22-23 budget that is due to expire July 6, 2026. This approval would allow us to continue with Samsara, eliminating any disruptions to the current service.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** \$223,611.84

**Proposed Expenditure/(Revenue)**  
\$223,611.84

**Account Number(s):**  
100-650-59310-5130

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

**ATTACHMENTS:**

1. Town of Flower Mound - 36 months

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

Quote #: Q-2521447

**Sourcewell Contract #: 102924-SAM**

Issued Date: 02-23-2026  
 Expires 07-07-2026  
 Order Number: S-1782818

**Payment Information:**  
 Payment Method: Credit Card/ACH Debit  
 Payment Terms: Net 30  
 Payment Frequency: Direct Annual  
 Estimated Ship Date: 07-07-2026

**Prepared For:**

Town of Flower Mound  
 2121 Cross Timbers Rd  
 Flower Mound,  
 Texas  
 75028-2602

**Prepared By:**

Derek Newsome  
 derek.newsome@samsara.com

# Cost Overview

License Term: 36 Months

Total License Cost over 36 Months USD \$223,611.84

Hardware and Accessories Included

Shipping and Handling\* USD \$0.00

Total Sales Tax\* USD \$0.00

Total Contract Value<sup>1</sup> \$223,611.84

First Invoice<sup>1</sup> \$74,537.28

Recurring Invoice<sup>2</sup> \$74,537.28

<sup>1</sup>Estimated value, actual invoice amount may change based on product fulfillment date. Includes estimated sales tax

<sup>2</sup>Amount displayed is for products purchased in this order only. Includes estimated sales tax

<sup>3</sup>If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change

<sup>4</sup>Sales tax subject to change: If Sales tax is "Pending" - Final amount will be provided prior to payment

3% fee only applies to US - (CAD, MX, EMEA are exempt)

# Product Overview

Licenses	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 279	\$183.00	\$51,057.00
License for Unpowered Asset Tracker LIC-AG-UNPWR• QTY: 93	\$99.72	\$9,273.96
License for Basic Powered Asset Tracker LIC-AG-PWR-BASIC• QTY: 76	\$112.32	\$8,536.32
License for Asset Gateways LIC-AG2-ENT• QTY: 35	\$162.00	\$5,670.00
<b>Total Price:</b>		\$74,537.28

**Billing Details:****Bill To:**

Town of Flower Mound  
2121 Cross Timbers Rd  
Flower Mound, Texas, 75028-2602

**Billing Contact::**

Name: Billy Sterner  
Title:Fleet Services Manager  
Billing Email: [accountspayable@flower-mound.com](mailto:accountspayable@flower-mound.com)  
Phone Number: 9728746431

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to [billingsupport@samsara.com](mailto:billingsupport@samsara.com).

Please email any tax documentation to [billingsupport@samsara.com](mailto:billingsupport@samsara.com).

### Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

### What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

### Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

### License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term

for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

### **Support And Warranty**

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at [www.samsara.com/support/hardware-warranty](http://www.samsara.com/support/hardware-warranty). Additional support information can be found at [www.samsara.com/support](http://www.samsara.com/support).

### **Terms**

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor,

shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

**Notification of Confidentiality**

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

**Signature** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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

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**DATE:** May 18, 2026  
**FROM:** Jason Hawley, Assistant Chief of Police  
**ITEM:** **Consider approval of purchasing one(1) 2026 Ford F250 for Animal Services from Sam Packs Five Star Ford in the amount of \$71,915.24 utilizing BuyBoard Contract #724-23.**

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**BACKGROUND:**

Purchase of one (1) 2026 Ford F250 for \$71,915.24 from Sam Packs Five Star Ford using BuyBoard Contract #724-23. This vehicle is part of the Vehicle Replacement Fund FY 2025/2026. This vehicle replaces Unit #42000-03 a 2018 Ford F150 Reg cab pick up.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** \$71,915.24

**Proposed Expenditure/(Revenue)**  
\$71,915.24

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

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. Animal Services Bid Award Recommendation
2. Animal Services Fleet Req
3. Animal Services Quote for Upfit
4. Animal Services Quote

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



## Bid Award Recommendation

Date: 4/10/2026 – VERF- FY 25-26

Description: **F250 Super Cab Pick-up 4x2 white with 8' bed and upfit items**

Qty.: 1

*Replaces: 42000-03, a 2018 F150 Reg cab Pick-Up – Animal Services*

Bidder: Sam Packs Five Star Ford, Kevin Moore 214-838-7018, [kevinmoore@spford.com](mailto:kevinmoore@spford.com)

Item: 1 – F250 SuperCab 4x2 Pick-up Truck with options as identified on Sam Packs Quote dated 4/10/2026 to include Defender Emergency Equipment Upfit and Dog Box remount.

Total Cost of Vehicles, Equipment & Installation:

\$71,915.24

It is Fleet Services recommendation to award the bid to **Sam Packs Five Star Ford** in the amount of **\$71,915.24** utilizing the **BuyBoard Cooperative Contract 724-23**.

\_\_\_\_\_  
Fleet Services Manager

4/10/2026

\_\_\_\_\_  
Date

**VEHICLE-EQUIPMENT PURCHASE REQUISITION  
(For Purchase Process)**

Date: 4/10/2026  
 Suggested Vendor: Sam Packs Five Star Ford  
 Contact (if known): Kevin Moore  
 Address (if available): 1635 S. IH 35E  
Carrollton TX, 75006  
 Phone/Fax: 214-838-7018



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$ 80,000	1	2026 Ford F250 WITH Defender Upfit and Dog Box Re-Mount	\$ 71,915.24	\$ 71,915.24
					-
					-
					-
					-
*All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights*				<b>TOTAL:</b>	<b>\$ 71,915.24</b>

Name/Phone Ext.: Branch / 6587  
 Approved By: \_\_\_\_\_  
 Unit #(s) to be replaced  
 or specify NEW Unit: 42000-03  
 Spec Name: Animal Svc. Truck  
 \_\_\_\_\_

**APPROVALS:**  
 Fleet Manager: Bill Sterner  
 Bid/Solicitation #: \_\_\_\_\_  
 Co-Op/Contract #: BuyBoard 724-23  
 \_\_\_\_\_

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



# DEFENDER SUPPLY™

845 FM 407 W  
Argyle, TX 76226

<b>Date</b>	9/19/2025
<b>Estimate #</b>	42732
<b>Estimate By</b>	Mike
	mike@defendersupply.com
	903-771-1089



Bill To	
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028	

Customer Contact	
<b>Customer Phone</b>	972-874-6037 AP
<b>Customer E-mail</b>	accountspayable@flower-mound....

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Item	Description	Location	Qty	Price	Total
	** Pricing Per Tarrant County Contract Number to F2024117 Addendum 3 Annual Contract for Emergency Equipment and Installation **				
	Ford F350 Animal Control Truck				
Tint-2Windows-Front	Window Tint - For Two Front Windows Madico Window Tint 55% Front 2 Windows		1	95.00	95.00T
TP-CC-WBOS-25	Troy 25' Wide Body Console, w/Open Storage		1	553.00	553.00T
TP-AC-F150-15-MNT	Troy Floorplate, 2017+ Ford F150-F550		1	148.00	148.00T
TP-AC-INBHG	Troy Products Internal Console Mounted Beverage Holder w/Rubber Fingers		1	43.00	43.00T
TP-AC-TB-ARMMNT-58	Troy Console mounted height adjustable arm rest. (Formerly part number AC-ARMMNT-58)		1	149.00	149.00T
TP-AC-TICK-2	Accessory Pocket (3' faceplate, 2' deep)		1	38.00	38.00T
TP-AC-FHDBOX-6	Troy Gunbox - 13.24' W x 6' D x 7.58' H		1	177.00	177.00T
JO-425-3816	Jotto Desk Magnetic Console Mic Clip		2	28.00	56.00T
HV-C-MCB	Havis - Console Mount Mic Clip Bracket		2	12.00	24.00T
TP-CM-SDMT-SLS-HAV	Troy Computer Mount, Side Clevis		1	356.00	356.00T
HV-DS-DELL-425	Docking Station with Standard Port Replication for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424		1	516.00	516.00T
HV-LPS-137	90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series, DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	157.00	157.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



# DEFENDER SUPPLY™

845 FM 407 W  
Argyle, TX 76226

<b>Date</b>	9/19/2025
<b>Estimate #</b>	42732
<b>Estimate By</b>	Mike
	mike@defendersupply.com
	903-771-1089



Bill To	
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028	

Customer Contact	
<b>Customer Phone</b>	972-874-6037 AP
<b>Customer E-mail</b>	accountspayable@flower-mound....

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Item	Description	Location	Qty	Price	Total
DSP-F150-LIGHTBAR-X	Defender Supply F150 Light Bar Package 1 - Whelen 54' Legacy WeCanX DUO Lightbar with Integrated V2V Sync Module, Traffic Advisor and Full Across Take Down/Alley Lighting, Cruise, Photo Cell Low Power (AMBER/BLUE/WHITE with Strap Kit, 100 Watt Speaker and Bracket, Core Controller, Expansion Module, OBDII Canport Harness Defender Supply Power Distribution and Main Harness. Includes Installation.  Amber/White, Blue/White Front  A/A, B/A Rear  No flashing white  Mount Siren Speaker on Bottom of Push Bumper		1	6,949.60	6,949.60T
DSP-F150-PUSHBUMPER	Defender Supply F150 Aluminum Textured Coating Push Bumper. Includes Shipping and Installation.		1	837.60	837.60T
DSP-PUSHBUMPER-PKG	Defender Supply Push Bumper Lighting Package - Includes 6, Tri Color Super LED Light Heads (A/B/W), 4 Forward Facing and 2 Side Facing with 45° Brackets. Progressing Flash Patterns with Slide Switch, Take Down, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.  Amber/Blue/White IONs  Side Facing IONs Surface Mount.				1,553.00T
DSP-LICENSEPLATE	Defender Supply License Plate Lighting Package -Includes 2, Rear Facing Tri Color Super LED Light Heads (A/B/W), Mounted Horizontally on Each Side of License Plate. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake, Reverse White Functions Available (Core/Carbide Only). Includes Installation.  Amber/Blue/White  Mount on Rear Bumper		1	738.00	738.00T
WH-I3SMMC	Whelen ION Trio Surface Mount in Blue/Amber/White  2 on each side of Kennel  2 on Tailgate		6	89.00	534.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



# DEFENDER SUPPLY™

845 FM 407 W  
Argyle, TX 76226

<b>Date</b>	9/19/2025
<b>Estimate #</b>	42732
<b>Estimate By</b>	Mike
	mike@defendersupply.com
	903-771-1089



Bill To	
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028	

Customer Contact	
<b>Customer Phone</b>	972-874-6037 AP
<b>Customer E-mail</b>	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-HIDEAWAY-TAIL-C...	Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (2x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation.  Blue/White Only		1	429.00	429.00T
DSP-MIRROR-SIDE	Defender Supply Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (A/B/W) with 180° Light Spread and integrated Alley Function firing to the side of the vehicle. Includes Wiring Harness & Installation.  Amber/Blue/White		1	1,341.00	1,341.00T
DST-DL1	Equivalent to GM Option Code 6C7 - LIGHTING - Red and white LED front auxiliary dome is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp. • One 6" round switched Red/White dome light Note: Includes installation.		1	151.12	151.12T
SL-22051	Streamlight Power Cord for Mobile Charger Sleeve		1	9.00	9.00T
SL-22052	Streamlight Charger Sleeve Assembly (SL-20X, SL-20X-LED, SL-20XP-LED) (Cord not included)		1	3.00	3.00T
Misc	Panomara GPSD-6-60-DW antenna , C23F-SM 1-radio 1-cell/AXON		1	279.00	279.00T
RD-AFM-835	AFM 835 700-800 whip		1	14.00	14.00T
RD-C23F-5M	Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		1	19.00	19.00T
TC-HAF4013A	HAF4013A Motorola Antenna with Coax (762-870 mHz)		1	112.00	112.00T
TC-HKN4192C	Mobile Power Cable, 20ft, 10 AWG		1	54.00	54.00T
TC-HKN6188B	Remote head power cable plus speaker outs for Motorola XTL 5000		1	64.00	64.00T
TC-HSN4032B	Motorola 13-Watt Police Radio Speaker with Mounting Bracket		1	110.00	110.00T
TC-HKN6169B	Motorola Two-Piece Radio Remote Cable		1	120.00	120.00T
TC-HSN4040A	Motorola 13W weatherproof / waterproof external speaker		1	103.00	103.00T
Graphics	Printed Reflective or Non Reflective Graphics for Customer's Department  w/US/TX Flags		1	349.00	349.00T
Graphics-Install	Professional Installation of Graphics by Defender Supply - Doug		1	225.00	225.00
Misc. Shop Supplies	20" CAT5 Cable		1	12.00	12.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



# DEFENDER SUPPLY™

845 FM 407 W  
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<b>Date</b>	9/19/2025
<b>Estimate #</b>	42732
<b>Estimate By</b>	Mike
	mike@defendersupply.com
	903-771-1089



<b>Bill To</b>	
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028	

<b>Customer Contact</b>	
<b>Customer Phone</b>	972-874-6037 AP
<b>Customer E-mail</b>	accounts payable@flower-mound....

Item	Description	Location	Qty	Price	Total
Installation	Installation of Above Items not Covered in Groups		12	140.00	1,680.00T
Installation	Installation of Below Customer Supplied Equipment		12	140.00	1,680.00T
	Cradlepoint COR IBR1900 (new w/ harness) Motorola APX6500 2-piece 05 head AXON Trigger only				
	Remove and Remount Animal Control Box/Kennel & Lights				
	Customer Supplied Items: Cradlepoint COR IBR190 Motorola APX6500 2-piece 05 head AXON Trigger only Animal Control Kennel				
	Texas Government or Municipality - No Sales Tax			0.00%	0.00

<b>Vehicle &amp; Emergency Equipment Total</b>	<b>\$19,678.32</b>
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Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Signature \_\_\_\_\_





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

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**DATE:** May 18, 2026

**FROM:** Dean Larson, Construction Manager

**ITEM:** Consider approval of a Professional Services Agreement with ECS Southwest, LLP for the material testing services associated with Fire Station #6, in the amount of \$99,385,00; and authorization for the Mayor to execute same on behalf of the Town.

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**BACKGROUND:** The Professional Services Agreement includes construction materials engineering and testing for the Fire Station #6 project. The construction project was awarded to Crossland Construction Company, Inc. on May 4, 2026. The project consists of the construction of a new fire station with added features that include a police substation, community room, library reading rooms, electronic book check-out kiosk and Parks trail head.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** Materials testing is required as part of the recently awarded construction project.

**FISCAL IMPACT:** \$99,385.00

**Proposed Expenditure/(Revenue)**

**Account Number(s):**

\$92,825.59

533-111-50083-6070 (Facilities)

\$6,559.41

537-110-90721-6210 (Parks)

\$99,385.00

**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. Professional Services Agreement
2. Form 1295 Certificate 101531929

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

THE STATE OF TEXAS §  
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH  
ECS SOUTHWEST, LLP**

This contract is entered into on this eighteenth day of May, 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 **ECS Southwest, LLP** (“hereinafter referred to as “CONSULTANT”) whose address is 2621 Westside Drive, Fort Worth, Texas 76107.

**RECITALS**

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Flower Mound Fire Station #6; and

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

**TERMS OF AGREEMENT**

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

**I.**

**Employment of Consultant**

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

**II.**

**Scope of Services**

CONSULTANT shall perform such services as are necessary to provide the Flower Mound Fire Station #6 Construction Materials Engineering and Testing specifically including, but not necessarily limited to, the tasks enumerated more fully in “Attachment

A, page 4; section ‘Scope of Services’ and pages 8-10, Appendix A: Scope of Work” hereto entitled “Material Testing Services Scope of Work” (hereafter referred to as the “Project”). “Attachment A, page 4; section ‘Scope of Services’ and pages 8-10, Appendix A: Scope of Work” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of “Attachment A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

### **III. Payment for Services**

Total payment for services described herein shall be a sum not to exceed Ninety-Nine Thousand, Three Hundred Eighty Five and No/100 Dollars (\$99,385.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a flat fee for specific tests performed in accordance with “Attachment A, page 5; section ‘Compensation, Estimated Fees, & Basis of Charges’ and pages 11-14, Appendix B: Estimated Fees & Standard Fee Schedule”; provided however that this Contract shall control in the event of any conflict between the language in “Attachment A” and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN

shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

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

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

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

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

**V.**  
**Term**

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

**VI.**  
**Contract Termination Provision**

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

**VII.**  
**Ownership of Documents**

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

Vendor agrees they will not use the Town's data for AI purposes and will disclose if they submit documents to the Town that include AI generated statements. This includes proposals/bid submittals.

**VIII.**  
**Insurance**

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

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

Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, TX 75028  
Email: [purchasing@flowermound.gov](mailto:purchasing@flowermound.gov)

The following policies and coverage shall be required:

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

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Dean Larson  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, Texas 75028  
972-874-6391 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

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

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

#### **IX.** **Right to Inspect Records**

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

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

#### **X.** **Successors and Assigns**

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of

this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

**XI.**  
**CONSULTANT's Liability**

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

**XII.**  
**Indemnification**

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

**XIII.**  
**Independent Contractor**

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

**XIV.**  
**Default**

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages in an amount not to exceed:

(1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus

(2) The total dollar amount of this Contract.

#### **XV.**

#### **Provisions Surviving Termination**

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

#### **XVI.**

#### **Changes**

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

#### **XVII.**

#### **Conflicts of Interest**

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

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

#### **XVIII.**

#### **Confidential Information**

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

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

**XIX.**  
**Notice Information**

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

Dean Larson  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, Texas 75028  
972-874- 6391 Telephone

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

Tim Tarbutton, Regional Subsidiary Manager  
ECS Southwest, LLP.  
2621 Westside Drive  
Fort Worth, TX 76107  
214-287-6031  
Email: TTarbutton@ECSLimited.com

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

**XX.**  
**Applicable Law**

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution.

**XXI.**  
**Non-Discrimination**

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

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

**XXII.**  
**Arbitration**

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

**XXIII.**  
**No Waiver of Governmental Immunity**

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

**XXIV.**  
**Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XXV.**  
**Remedies**

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

**XXVI.**  
**Entire Agreement**

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

**XXVII.**  
**Non-Waiver**

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

**XXVIII.**  
**Headings**

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

**XXIX.**  
**Venue**

This Contract is fully performable in Denton County, Texas, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

**XXX.**  
**No Third Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract

only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

*[Signature Page to Follow]*

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

**CONSULTANT:  
ECS SOUTHWEST, LLP.**

**THE TOWN OF FLOWER MOUND, TEXAS**

By: Tim Tarbutton

By: \_\_\_\_\_

Name: Tim Tarbutton

Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

Dated: 05/01/2026

Dated: \_\_\_\_\_

# "ATTACHMENT A"



## ECS Southwest, LLP

ESTIMATED COST PROPOSAL FOR  
CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

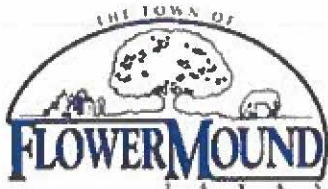
**TOWN OF FLOWER MOUND FIRE STATION NO. 6**  
6801 Canyon Falls Drive  
Argyle, Texas 76226

ECS Proposal Number **63:4700**

ECS Southwest, LLP  
2621 Westside  
Fort Worth, TX 76107  
P: 682-350-2250

**Tim Tarbutton**  
[TTarbutton@ECSlimited.com](mailto:TTarbutton@ECSlimited.com)

April 24, 2026





April 24th, 2026

Dean Larson  
Town of Flower Mound  
2021 Cross Timbers Road  
Flower Mound, Texas 75028

ECS Proposal No. 63:4700

Reference: **Proposal for Construction Materials Engineering and Testing Services  
Town of Flower Mound Fire Station No. 6  
6801 Canyon Falls Drive  
Argyle, Texas 76226**

Mr. Larson,

We are pleased to submit our unit fee proposal for our **Construction Materials Engineering and Testing (CMT) Services** on the **Town of Flower Mound Fire Station No. 6** project located in Flower Mound, Texas. For this project we expect to primarily provide our project management and field staff out of our Fort Worth office while the principal engineering, client coordination, and overall project oversight will be provided from our Carrollton office.

As part of our services delivery for the town, we expect to provide experienced field staff with regular principal engineering supervision. In addition, our reports are expected to be processed, reviewed, finalized, and transmitted in 24 to 48 hours after the field services are performed.

If you have any questions or comments regarding our proposal, please do not hesitate to contact me any time at 214-287-6031. ***We thank you for the opportunity to provide our proposal and look forward to helping you and the Town on this project.***

Respectfully,  
ECS Southwest, LLP

Tim Tarbutton.  
Regional Subsidiary Manager  
TTarbutton@ECSLimited.com

**APPENDICES:**

- Appendix A: Scope of Services
- Appendix B: Estimated Fees & Standard Fee Schedule
- ~~Appendix C: Proposal Acceptance~~ Use TOFM standard testing PSA
- ~~Appendix D: Terms and Conditions of Service~~ Use TOFM standard testing PSA

[\\S19-ARES\Data\CMT\PROPOSALS\9000-9395\XXX-CP ToFM Fire Station #7 (Flower Mound, TX)\01 Proposal\19-08314-CP-180820 ToFM Bakers Branch, Int, Ph II - CMT Proposal (ToFM, TX) ToFM PSA Format.doc]

The following sections include our available project information, and proposal information for our **Construction Materials Engineering & Testing Services** to be performed on the **Town of Flower Mound Fire Station No. 6** project located in the Town of Flower Mound, Texas.

**PROJECT INFORMATION / OVERVIEW**

After reviewing the provided project documents (noted below) provided by the client the proposed development will consist of the construction of the following generalized structures and site features:

Our understanding of the project is that it will include construction of a new two-story four-bay fire station with the associated pavement and utility improvements. The building will consist of living quarters, dining rooms, storm shelter, conference room, and community/training rooms. The building foundation will consist of a traditionally reinforced slab on grade supported by a drilled pier foundation system and will bear on 14-feet of moisture conditioned clay soils and 1-foot of select fill. Pavements will consist of Portland cement concrete bearing on lime treated and recompacted soils

Our understanding of the proposed structures is based upon the design documents provided as part of the bid request for this project including:

Project Documents	Prepared by	Revision Title	Date
Architectural Drawings	Martinez Architect, LP	Rev.1	02-20-2026
Civil Drawings	Kimley-Horn	Rev.1	03-23-2026
Structural Drawings	IMEG	Rev. ADD1	03-12-2026
Project Specifications	Martinez Architect, LP	Rev.1	02-20-2026

**PROPOSED PROJECT TEAM**

In order to best execute the scope of services noted above we have assembled the proposed project team noted below. The project team will operate out of the office and ECS subsidiary also noted below.

ECS Subsidiary: **ECS Southwest, LLP**  
 Office Location: **Fort Worth & Carrollton, Texas**  
 Service Department: **CMT Services**

Project Principal: **Tim Tarbutton**  
 Project Manager: **Dylon Appell**  
 Service Department Manager: **Alberto Frias**

- Field / Lab Staff: Perform all assigned field and laboratory testing and site observation functions (reports to Project Manager).
- Project Manager: Responsible for monitoring job progress, ECS performance, project status and budget, and reviews field and laboratory reports (reports to Principal Engineer).
- Principal Engineer: Provide project direction and provide technical expertise as needed. Coordinate with Client.

## SCOPE OF SERVICES

Our construction materials engineering and testing services scope is limited to our providing periodic or continuous testing and/or observations for the construction of the above-noted structures and features of this project. We anticipate that the project general contractor or their designated representative will be scheduling our services on an on-call, as-needed basis. The number of hours and level of effort that we based our proposal on should be considered approximate since it is not based upon a published construction schedule or expected material quantities. In addition, our actual number of hours and tests for this project will ultimately be determined by as-constructed magnitudes and frequencies of installation events as well as the proportion of concurrent events requiring our CMT services. If a construction schedule or material quantities become available, we can review them against our assumptions and be more definitive in our scope and presumed construction schedule. Our general assumptions utilized in the preparation of this proposal are provided in a later section.

Our scope for this project includes observation, sampling, and field/laboratory testing services for the following items:

- Earthwork
- Retaining Walls
- Foundation (Pier) Installation
- Shallow Foundations
- Reinforcing Steel & Cast-In-Place Concrete
- Cast-in-Place Concrete - Post Installed Anchors
- Masonry
- Structural Steel and Welding Inspection
- Sprayed-On Fireproofing

In conjunction with and in support of the field and laboratory services noted above our scope also includes:

- Project Administration, Dispatching, and Reporting
- Project Management & Construction Meeting Attendance

Additional details and assumptions for each section above are provided in our "Scope of Services" in **Appendix A**.

## REPORTING

Daily field reports and laboratory test reports will be distributed via electronic mail (email) as part of our service to the distribution list determined by the client for this project. We will not distribute reports to any parties without permission from the client. ***Our reporting systems are fully computerized and we are able to submit both field and laboratory results within 24-48 hours of when our actual observation / testing services are performed.*** Report distribution by facsimile can be performed if specifically requested.

Where deficiencies in procedures or materials are recognized in the field or the laboratory, the general contractor *and the town inspector or client's representative* will be notified as soon as possible. Electronic copies of reports can be forwarded via email to additional parties designated by the client, at no extra charge, as part of our service.

## COMPENSATION, ESTIMATED FEES, & BASIS OF CHARGES

Included on our “Estimated Fees & Standard Fee Schedule” tables in **Appendix B** are the unit rates that will be used to invoice this project for *the actual quantity of work performed*. Our services are expected to be typically scheduled on a part-time, as-needed, basis by the client or their designated representative. As such, the number of hours and level of effort necessary to complete our CMT services for this project will vary depending upon the frequency and duration of our scheduled service calls. At the time this proposal and estimate was prepared, a construction schedule was not available for use in refining our quantities and phasing.

Based on the general scope of work indicated above and our take-off quantities, presumed construction procedures, phasing, and schedule, we anticipate our construction materials engineering and testing fees for this project to be **\$ 99,385.00**. The number of hours and level of effort that we based our proposal on should be considered approximate since it is not based upon a published construction schedule or provided material quantities. In addition, our actual number of hours and tests for this project will ultimately be determined by as-constructed magnitudes and frequencies of installation events as well as the proportion of concurrent events requiring our CMT services. If a construction schedule or material quantities become available, we can review them against our assumptions and cost estimations.

A summary of the scope of services and our estimated fees for each is presented on our “Estimated Fees” table provided in Appendix B. The rates applied to this project and utilized in our fee estimation are provided on the “Standard Fee Schedule” table also provided in Appendix B. Our general assumptions for our cost estimations are also provided in Appendix B. Additions or deletions to our scope of work (estimated quantities) will be adjusted based on the established unit prices provided in this proposal for this project.

Unless otherwise directed by the client, items such as *service cancellations while our staff is in transit to the project site or once at the project site, onsite delays and standby time, and failed tests* as well as associated project management / principal engineering / administration time and trip charges are not factored into our scope and estimated fees and will be invoiced as additional services to be addressed by the Town of Flower Mound with the contractor. *These additional services will be invoiced as Task 2 charges.*

The estimated total will not be exceeded without prior approval. The Town of Flower Mound and ECS may subsequently agree in writing to provide additional services to be rendered under this agreement for additional, negotiated compensation.

## BILLING

Invoices will be issued on a monthly basis and will typically provide a week by week breakdown of billing units, unless modified by request of the client to be broken down per trip to the project or another preferred format. **We understand that the Town of Flower Mound expects to receive invoices for processing by the 25<sup>th</sup> of each month.** Our invoices are normally processed on or around the 10<sup>th</sup> of each month and represent costs incurred during the previous calendar month. Our typical monthly invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring job expenses as they relate to job progress. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

All services provided for this project will be billed in accordance with the established unit rate schedule. It is our belief that all required services have been included in our unit price list. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. All unit prices listed herein shall remain as stated throughout the project.

## LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of ECS's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations (if any) will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. ECS makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and the quality of the work, adherence to plans and specifications, and repair of defects.

This proposal is valid for a period of 60 days from the date of this proposal, unless a longer period is specifically required in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without ECS's expressed written permission.

## PROPOSAL ACCEPTANCE / TERMS OF ENGAGEMENT

As is customary with the Town of Flower Mound, your approval of this proposal will be indicated by your providing us with a Professional Services Agreement (PSA) that will be signed and notarized by both parties. Any modifications of the attached language must be accepted by both parties, and may result in an increase in scope and compensation. Acceptance of the proposal indicates the client's review and understanding of our scope of services, budget, and terms and conditions.

~~Our standard "Proposal Acceptance" form is provided in Appendix C and can be used as well as the town's PSA. Provided in Appendix D are our standard "Terms and Conditions of Service".~~

## CLOSURE

We appreciate the opportunity to provide you with this proposal, and look forward to working with the Town of Flower Mound on this project. If you have any questions or wish to discuss the contents of this proposal, please contact me (Tim Tarbutton) anytime at 214.287.6031 or at [TTarbutton@ECSLimited.com](mailto:TTarbutton@ECSLimited.com).

# APPENDICES

APPENDIX A: SCOPE OF SERVICES

APPENDIX B: ESTIMATED FEES & STANDARD FEE SCHEDULE

~~APPENDIX C: PROPOSAL ACCEPTANCE~~

~~APPENDIX D: TERMS AND CONDITIONS OF SERVICE~~

## APPENDIX A: SCOPE OF SERVICES

Our construction materials engineering & testing services scope is limited to providing periodic testing and/or observations for the expected general construction activities noted previously. We understand that the client or their designated representative will be scheduling our services, and the number of hours and level of effort that we based our proposal on should be considered approximate for budgetary purposes since it is not based on a published construction schedule or contractor material quantities. If a schedule becomes available, we can review this schedule against our assumptions and be more definitive in our proposed scope of services.

Unless otherwise noted, we agree to provide an engineering technician(s) or an engineer to perform our construction materials field testing, sampling, and observation services as noted in the following sections. *To most effectively serve the client and facilitate the construction process, our services should be scheduled 24-hours in advance. We understand that the construction process incorporates a large degree of variability and as such, we will do our best to accommodate scheduling calls made on the same day as our services are needed but we cannot guarantee that we can satisfy service requests made after-hours or on the same day as the services are needed to be performed.*

We anticipate the following services for this project:

### Earthwork

Perform as-scheduled earthwork (soils) observation, sampling, and testing services including:

1. Obtain (pick up) soil samples and perform laboratory soil tests generally including moisture/density relationship (Standard Proctor) tests, soil classification tests (Atterberg Limits and percent finer than the no. 200 sieve) for each requested soil-type. Additional soil testing may be required depending on project-specific requirements.
2. Observe proof-rolling of prepared subgrade areas.
3. Observe placement and compaction of backfill materials (as scheduled)
4. Perform in-place moisture/density tests on placed and compacted soils and prepared subgrades.
5. Perform lime gradations and lime depth measurements for lime-treated subgrades.
6. As-requested, periodically observe excavation operations to document removal of unsuitable materials including but not limited to deleterious materials, trash, debris, frozen soil, or stones.

### Retaining Walls

Perform as-scheduled retaining wall observation services including:

1. Observe the general retaining wall geometry and layout.
2. Observe and test reinforcing steel and cast-in-place concrete as noted in “Reinforcing Steel & Cast-In-Place Concrete” scope.
3. Observe and test the placed and compacted backfill materials placed behind the retaining wall as noted in the “Earthwork” scope.

### Foundations

Perform as-scheduled observation, sampling, and testing services for foundation installation events including:

1. Observe foundation excavation including prepared subgrade surfaces (shallow foundations, footings, etc) and bearing strata, penetration depth, and end bearing surface (deep foundations, piers, etc).
2. Observe reinforcing steel layout and concrete placement (see following section).

### Reinforcing Steel & Cast-In-Place Concrete Structures

Perform as-scheduled observation, sampling, and testing services for concrete placement events including:

1. Observe reinforcing steel layout for size, spacing, cleanliness, length, splices, and positioning.
2. Observe concrete placement, contractor procedures, and limited initial curing.
3. Perform concrete field tests and associated measurements including: slump, air content, unit weight, and ambient air & concrete temperature. Sample placed concrete materials.
4. Pick up concrete sample cylinders the following work-day and transport them to the ECS concrete laboratory for processing, moisture curing, and subsequent compressive strength testing. *Appropriate onsite storage areas (curing boxes, shades, etc) for initial sample curing and any other field curing of concrete samples shall be provided by the contractor.*

### Structural Masonry

Perform as-scheduled sampling and testing services for masonry installation including:

1. Observe reinforcing steel layout for size, spacing, cleanliness, length, splices, and positioning. Observe cells.
2. Perform masonry field tests and associated measurements (as applicable) including: slump, ambient air & material temperature.
3. Sample placed masonry materials (grout and mortar).
4. Pick up masonry samples the following work-day and transport them to the ECS materials laboratory for processing, moisture curing, and subsequent sample preparation and compressive strength testing.

### Structural Steel

Perform as-scheduled observation and testing of structural steel erection including:

1. Observe general structural steel erection and assembly.
2. Observe completed welds and connections.

### Fire Proofing (Structural Steel)

Perform as-scheduled observation of steel frame fire proofing applications including:

1. Observe general fire proofing application.
2. Perform fire proofing thickness measurements.

### Project Management

Project Managers and Principal Engineers will manage the project as follows:

1. Attend the Pre-Construction meeting (if held).
2. Coordinate field and lab services with the project general contractor and dispatch our field staff as scheduled.
3. Process, finalize, and distribute all field and laboratory reports.
4. Manage our project operation and services delivery as well as provide general material engineering consultation.

Our field staff or project professionals will provide documentation of events in the field and notify the project general contractor and the client (as needed) upon recognition of deficiencies.

## ADDITIONAL SERVICES

The following services are not included in the Scope of Services and will be considered as *Additional Services*, if and when they are required, requested, or occur:

1. Additional construction material samples for laboratory testing including early test samples or additional sample sets beyond the frequency required in the project documents.\*
2. Lime-stabilization based field and laboratory tests should the contractor elect to lime stabilize the pavement subgrade in lieu of flowable fill placement. Field and laboratory tests include: Laboratory Lime Series, Lime Gradations, and Lime Depth Checks.\*
3. Service cancellations while our staff is in transit to the project site or once at the project site.\*
4. Onsite delays and standby time.\*
5. Failed Tests.\*
6. Attend project meetings or routine construction meetings throughout the duration of the construction process.
7. Any additional services not specifically included in the above Scope of Services for this project.\*

\* Including all associated time, materials, and vehicle charges.

The additional services noted above are not factored into our scope and estimated fees and will be invoiced as additional services to be addressed by the Town of Flower Mound with the contractor. *These additional services will be invoiced as Task 2 charges.* Unless defined specifically, all additional services will be invoiced at their standard rates (subject to overtime modification, where applicable) shown on the "Standard Fee Schedule" provided in Appendix B.

Beyond the scope of services presented in this proposal for this project, ECS offers the following construction materials engineering and testing services, locally, that could prove beneficial to the client and the project in general:

- Ground Penetrating Radar (GPR)
- Concrete Coring and Core Sample Testing

**APPENDIX B: ESTIMATED FEES & STANDARD FEE SCHEDULE**

<b>CONSTRUCTION MATERIALS TESTING SERVICES</b>					
<b>FIELD SERVICES:</b>	<b>Quantity</b>		<b>Total Units</b>	<b>Rate Units</b>	<b>Fee</b>
<b>Earthwork</b>					
Engineering Technician (Soils) - Proctor Pickup	1 trip	4 hours/trip	4 hours	\$55.00 / hour	\$ 220.00
Engineering Technician (Soils) - Proof Rolling (Building Pads and Pavements)	4 trips	4 hours/trip	16 hours	\$55.00 / hour	\$ 880.00
Engineering Technician (Soils) - Mass Grading	6 trips	8 hours/trip	48 hours	\$55.00 / hour	\$ 2,640.00
Engineering Technician (Soils) - Building Pad Fill	24 trips	8 hours/trip	192 hours	\$55.00 / hour	\$ 10,560.00
Engineering Technician (Soils) - Grade Beam Backfill	10 trips	6 hours/trip	60 hours	\$55.00 / hour	\$ 3,300.00
Engineering Technician (Soils) - Stormwater Pipe Trench Backfill	4 trips	8 hours/trip	32 hours	\$55.00 / hour	\$ 1,760.00
Engineering Technician (Soils) - Other Utility Trench Backfill	12 trips	6 hours/trip	72 hours	\$55.00 / hour	\$ 3,960.00
Engineering Technician (Soils) - Public Trail Pavement	2 trips	3 hours/trip	6 hours	\$55.00 / hour	\$ 330.00
Engineering Technician (Soils) - Curbs/Embankment	4 trips	3 hours/trip	12 hours	\$55.00 / hour	\$ 660.00
Engineering Technician (Soils) - Fire Lane Stabilized Subgrade	6 trips	4 hours/trip	24 hours	\$55.00 / hour	\$ 1,320.00
Nuclear Gauge Rental			72 days	\$75.00 / day	\$ 5,400.00
Trip Charge			73 trips	\$50.00 / trip	\$ 3,650.00
<b>Structural Concrete, Deep Foundations, and Masonry</b>					
Engineering Technician (Concrete) - Utility Structures	5 trips	6 hours/trip	30 hours	\$55.00 / hour	\$ 1,650.00
Engineering Technician (Concrete) - Building Slab On Grade	1 trip	10 hours/trip	10 hours	\$55.00 / hour	\$ 550.00
Engineering Technician (Concrete) - Slab on Metal Deck	1 trip	8 hours/trip	8 hours	\$55.00 / hour	\$ 440.00
Engineering Technician (Concrete) - Grade Beams	1 trip	8 hours/trip	8 hours	\$55.00 / hour	\$ 440.00
Engineering Technician (Concrete) - Fire Lanes	3 trips	10 hours/trip	30 hours	\$55.00 / hour	\$ 1,650.00
Engineering Technician (Concrete) - Sidewalk and Trails	8 trips	3 hours/trip	24 hours	\$55.00 / hour	\$ 1,320.00
Engineering Technician (Concrete) - Curbs	3 trips	3 hours/trip	9 hours	\$55.00 / hour	\$ 495.00
Engineering Technician (Concrete) - Generator Slab	1 trip	3 hours/trip	3 hours	\$55.00 / hour	\$ 165.00
Engineering Technician (Concrete) - Dumpster Slab	1 trip	3 hours/trip	3 hours	\$55.00 / hour	\$ 165.00
Engineering Technician (Concrete) - Monument Foundation	1 trip	3 hours/trip	3 hours	\$55.00 / hour	\$ 165.00
Senior Field Technician - Reinforcing Steel	21 trips	4 hours/trip	84 hours	\$60.00 / hour	\$ 5,040.00
Senior Field Technician - Masonry	14 trips	6 hours/trip	84 hours	\$60.00 / hour	\$ 5,040.00
Senior Field Technician - Drilled Piers	15 trips	10 hours/trip	150 hours	\$60.00 / hour	\$ 9,000.00

Senior Field Technician - Generator Pad	1 trip	4 hours/trip	4 hours	\$60.00 / hour	\$ 240.00
Senior Field Technician - Monument Sign	1 visit	4 hours/visit	4 hours	\$60.00 / hour	\$ 240.00
Senior Field Technician - Dumpster Slab	1 trip	4 hours/trip	4 hours	\$60.00 / hour	\$ 240.00
Concrete Cylinder Pickup	57 visits	1 pickup/visit	57 pickups	\$165.00 / pickup	\$ 9,405.00
Trip Charge			81 trips	\$50.00 / trip	\$ 4,050.00
<b>Structural Steel</b>					
Structural Steel - CWI	6 trips	5 hours/trip	30 hours	\$105.00 / hour	\$ 3,150.00
Trip Charge			6 trips	\$50.00 / trip	\$ 300.00
<b>FIELD SERVICES: Subtotal:</b>					<b>\$ 78,425.00</b>
<b>LABORATORY TESTING</b>	<b>Quantity</b>		<b>Total Units</b>	<b>Rate Units</b>	<b>Fee</b>
<b>Soils</b>					
Standard Proctor (ASTM D698)			7 tests	\$140.00 / test	\$ 980.00
Percentage Passing #200 (ASTM D1140)			7 tests	\$75.00 / test	\$ 525.00
Atterberg Limits Testing (ASTM D4318)			7 tests	\$80.00 / test	\$ 560.00
Lime Series			1 test	\$160.00 / test	\$ 160.00
<b>Concrete</b>					
Compressive Strength, 6X12 Concrete Cylinders (Every 50 Cubic Yards)	60 sets	5 cylinders/set	300 cylinders	\$18.00 / each	\$ 5,400.00
Compressive Strength, Grout Prisms	14 sets	4 prisms/set	56 prisms	\$20.00 / each	\$ 1,120.00
Compressive Strength, Mortar Cubes	14 sets	3 cubes/set	42 cubes	\$20.00 / each	\$ 840.00
<b>LABORATORY TESTING Subtotal:</b>					<b>\$ 9,585.00</b>
<b>ENGINEERING/PROJECT MANAGEMENT</b>	<b>Quantity</b>		<b>Total Units</b>	<b>Rate Units</b>	<b>Fee</b>
Project Registration Fee			1	\$250.00 / each	\$ 250.00
Project Administrator			23 hours	\$50.00 / hour	\$ 1,150.00
Project Manager			46 hours	\$120.00 / hour	\$ 5,520.00
Project Principal			23 hours	\$185.00 / hour	\$ 4,255.00
Trip Charge			4 trips	\$50.00 / trip	\$ 200.00
<b>ENGINEERING/PROJECT MANAGEMENT Subtotal:</b>					<b>\$ 11,375.00</b>
<b>ESTIMATED TOTAL FEES:</b>					<b>\$ 99,385.00</b>

### General Assumptions:

Based on the general project information and our scope of services outlined above, the general assumptions utilized in the preparation of our estimated fees are listed below:

1. All material sample pickups and transport to our Laboratory are separate trips, independent of scheduled services.
2. Building Pad backfilling will be completed at a rate of 3 lifts per day for a length of 500 cubic yards per day spanning over 24 days.
3. Utility trench excavation backfilling will be completed at a rate of 3 lifts per day for a length of 300 linear feet per day.
4. Utility structures includes box culverts, headwalls, storm structures, inlets, manholes, light pole bases, etc.
5. Subgrade preparation (stabilization/compaction) will be completed and concrete for road pavement will be placed at a rate of roughly 250 linear feet per event (pour). Two sets of concrete sample cylinders are expected for each concrete placement event.
6. Subgrade preparation (stabilization/compaction) will be completed and concrete for sidewalks will be placed at a rate of 50-150 linear feet per event (pour). One 1 set of concrete sample cylinders is expected for each concrete placement event.
7. Concrete for curbs will be completed at a rate of 200 linear feet per event (pour) in two phases for joints.
8. Subgrade preparation (compaction) and concrete for sidewalks will be completed each with each individual section completed on separate/independent events at a minimum.
9. Subgrade preparation (compaction) and concrete for driveways will be completed each with one to two completed on separate/independent events at a minimum.
10. Concrete sample sets will consist of 5 sample cylinders measuring 6 inches in height by 12 inches in diameter and will be tested: 1 at 3 days, 1 at 7 Days, 2 at 28 Days and 1 at 56 days.
11. Deep foundations for drilled piers will be completed in the span of 15 days.
12. Building foundation for grade beams and slabs will be completed in 2 large concrete pours.
13. Overtime is not expected due to the project location and construction work hours constraints.
14. Masonry walls for reinforcing steel and grouting operations will be completed across 14 trips will full time observations for the storm shelter.
15. For budgeting purposes, all onsite services (example: earthwork and concrete) are estimated to be performed on separate trips and independent of each other.
16. Reinforcing steel will be observed by ECS Technicians and on separate trips prior to concrete placement.

**STANDARD FEE SCHEDULE**

Description of Services	Notes	Unit Rate
<b>Field Services</b>		
• Engineering Technician		\$ 55.00 / hour
• Engineering Technician Overtime		\$ 82.50 / hour
• Senior Engineering Technician		\$ 60.00 / hour
• Senior Engineering Technician Overtime		\$ 90.00 / hour
• Specialty Engineering Technician		\$ 75.00 / hour
• Structural Steel Technician		\$ 105.00 / hour
• Nuclear Gauge Fee		\$ 75.00 / day
<b>Project Management &amp; Engineering Services</b>		
• Administrator / Clerical / Dispatch		\$ 50.00 / hour
• Project Manager		\$ 120.00 / hour
• Project Principal		\$ 185.00 / hour
<b>Laboratory Services</b>		
• St. Proctor (Moist./Dens. Rel.)	<i>ASTM D-698</i>	\$ 140.00 / each
• Mod. Proctor (Moist./Dens. Rel.)	<i>ASTM D-1557</i>	\$ 140.00 / each
• Atterberg Limits Tests	<i>ASTM D-4318</i>	\$ 80.00 / each
• Washed Sieve (- #200 Sieve)	<i>ASTM D-1440</i>	\$ 60.00 / each
• Lime Series	<i>ASTM D-6276</i>	\$ 160.00 / each
• Lime Gradations	<i>ASTM D-6913</i>	\$ 15.00 / each
• Free-Swell Test	<i>ASTM D-4546</i>	\$ 100.00 / each
• Conc. Cylinders (Comp. Str.)	<i>ASTM C-39</i>	\$ 18.00 / each
• Conc. Cores (Comp. Str.)	<i>ASTM C-39</i>	\$ 50.00 / each
• Grout Prisms (Comp. Str.)	<i>ASTM C-1019</i>	\$ 30.00 / each
• Mortar Cubes (Comp. Str.)	<i>ASTM C-270</i>	\$ 20.00 / each
• Masonry Block Prisms (Comp. Str.)	<i>ASTM C-1314</i>	\$ 300.00 / each
<b>Mobilization &amp; Transportation</b>		
• Core Drilling (Mobilization)		\$ 350.00 / each
• Floor Flatness (Mobilization)		\$ 300.00 / hour
• Material Sample Pickup		\$ 165.00 / trip
• Vehicle Charge		\$ 50.00 / trip

**General Notes:**

1. There will be no minimum charge for services rendered on this project; billing will be based on specific unit rates reflecting only the actual time spent and tests performed on this project.
2. Hourly unit rates are based on a normal 10 hour work day, Monday through Friday (non-holidays), between normal business hours of 7:00 a.m. to 5:00 p.m. Hourly rates outside normal hours (excluding travel time), and on Saturday, Sunday, and Holidays, will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.
3. All vehicle charges account for a round trip originating at the **ECS Southwest, LLP – Fort Worth, Texas** office to the project site.

**APPENDIX C: PROPOSAL ACCEPTANCE FORM**

ECS Proposal No.: 63:4700  
 ECS Proposal Date: April 24, 2026  
 Project Name: Town of Flower Mound Fire Station No. 6 – Arygle, Texas  
 Scope of Work: Construction Materials Engineering & Testing Services  
 Total Estimated Cost: \$ 99,385.00

Client Signature: Use TOFM Standard Testing PSA Date: \_\_\_\_\_

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client’s signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

**BILLING INFORMATION**

(Please Print or Type)

Name of Client: Town of Flower Mound

Name of Contact Person: Dean Larson

Telephone No. of Contact Person: 972-874-6391

Party Responsible for Payment: Town of Flower Mound

Company Name: Town of Flower Mound

Person/Title: Construction Manager

Department: CIP Engineering

Billing Address: 2121 Cross Timber Road  
Flower Mound, TX 75028

Telephone Number: 972-874-6391

Client Project/Account Number: Fires Station #6 - CIP26-02212

Special Conditions for Invoice: \_\_\_\_\_

Submittal and Approval: \_\_\_\_\_

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

<input type="checkbox"/> Phase I, II and III Environmental Site Assessments	<input type="checkbox"/> Third Party Mechanical, Electrical, Plumbing Inspections Services	<input type="checkbox"/> Building Envelope, Roofing, and Waterproofing Inspection and Consultation
<input type="checkbox"/> Archaeological Assessments	<input type="checkbox"/> Geotechnical Engineering Services	<input type="checkbox"/> Pre- and Post-Construction Condition Assessments
<input type="checkbox"/> Wetlands Delineations	<input type="checkbox"/> Construction Materials Testing	<input type="checkbox"/> Specialty Materials and Forensics Testing
<input type="checkbox"/> Asbestos/Lead Paint Services	<input type="checkbox"/> Septic/Drainfield Design Services	
<input type="checkbox"/> Indoor Air Quality Mold Services	<input type="checkbox"/> LEED® Consulting Services	

Please indicate any of the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.

## APPENDIX D: TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS Southwest, LLP ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

- 4.0 **INDEPENDENT CONSULTANT STATUS** – ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants
- 2.0 **SCOPE OF SERVICES** – It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.
- 3.0 **STANDARD OF CARE**
- 3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.
- 3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.
- 3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.
- 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.
- 4.0 **CLIENT DISCLOSURES**
- 4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.
- 4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.
- 6.0 **INFORMATION PROVIDED BY OTHERS** – CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.
- 6.0 **CONCEALED RISKS** – CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.
- 7.0 **RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**
- 7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from

any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

- 7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.
- 8.0 **UNDERGROUND UTILITIES**
- 8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.
- 8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.
- 8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.
- 9.0 **SAMPLES**
- 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.
- 9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.
- 10.0 **ENVIRONMENTAL RISKS**
- 10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.
- 10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.
- 10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, previous soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.
- 10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by

- ~~one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.~~
- 11.0 OWNERSHIP OF DOCUMENTS**
- 11.1 ~~ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.~~
- 11.2 ~~ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.~~
- 11.3 ~~CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.~~
- 11.4 ~~CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.~~
- 12.0 SAFETY**
- 12.1 ~~Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.~~
- 12.2 ~~In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.~~
- 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**
- 13.1 ~~CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.~~
- 13.2 ~~Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.~~
- 13.3 ~~ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.~~
- 13.4 ~~ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full-time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part-time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part-time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part-time basis.~~
- 14.0 ~~**CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."~~
- 15.0 BILLINGS AND PAYMENTS**
- 15.1 ~~Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.~~
- 15.2 ~~CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.~~
- 15.3 ~~Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.~~
- 15.4 ~~CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.~~
- 15.5 ~~If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.~~
- 15.6 ~~ECS reserves the right to charge CLIENT an additional charge of one and one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.~~
- 15.7 ~~CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.~~
- 15.8 ~~Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.~~
- 16.0 DEFECTS IN SERVICE**
- 16.1 ~~CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.~~
- 16.2 ~~Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.~~
- 17.0 ~~**INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.~~
- 18.0 LIMITATION OF LIABILITY**
- 18.1 ~~CLIENT agrees to allocate certain risks associated with the Project by limiting ECS' total liability to CLIENT arising from ECS' professional liability, i.e. professional acts, errors, or omissions and for any and all causes including negligence, strict liability, breach of contract, or breach of warranty; injuries, damages, claims, losses, expenses, or claim expenses (including reasonable attorney's fees) relating to professional services provided under this agreement to the fullest extent permitted by law. The allocation is as follows:~~
- 18.1.1 ~~If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.~~
- 18.1.2 ~~If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.~~
- 18.2 ~~CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.~~

- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 19.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT is a homeowner, homeowners' association, condominium owner, condominium owner's association, or similar residential owner, ECS recommends that client retain legal counsel before entering into this AGREEMENT to explain CLIENT'S rights and obligations hereunder, and the limitations, and restrictions imposed by this AGREEMENT. CLIENT agrees that failure of CLIENT to retain such counsel shall be a knowing waiver of legal counsel and shall not be allowed on grounds of avoiding any provision of this AGREEMENT.
- 19.4 If CLIENT is a residential builder or residential developer, CLIENT shall indemnify and hold harmless ECS against any and all claims or demands due to injury or loss initiated by one or more homeowners, unit owners, or their homeowner's association, cooperative board, or similar governing entity against CLIENT which results in ECS being brought into the dispute.
- 19.5 In no event shall the duty to indemnify and hold another party harmless under this Section 19.0 include the duty to defend.
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 24.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third party's agreement to be bound to the same Terms and Conditions contained herein and third party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice-of-law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

END OF TERMS AND CONDITIONS OF SERVICE



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

**DATE:** May 18, 2026  
**FROM:** Lori Linn-Gosser, Municipal Court Administrator  
**ITEM:** **Consider approval of an ordinance to appoint Alternate Municipal Judge Cythia Burkett for the period of May 18, 2026, through May 17, 2028.**

**BACKGROUND:** Presiding Judge Alissa Janke, after interviewing, has recommended the appointment of Judge Cythia Burkett for the position of Alternate Municipal Judge effective May 18, 2026, through May 17, 2028.

State law dictates a two-year term for an Alternate Municipal Judge. In addition, any action of the governing body regarding the appointment or reappointment must be done by ordinance.

As compensation for all required services, the Town agrees to pay the Alternate Judge according to a flat rate per job duty according to the following schedule:

Magistrate Duties as defined in the ordinance	\$185 Daily Flat Rate
Full Court Date morning and afternoon dockets (including signing documents)	\$800
Half Court Date Morning or afternoon dockets (including signing documents)	\$400
Signing Court Documents (non-docket day)	\$75
Attending Judge's Meeting or Conducting Admin Hearing	\$100
Upon first appointment first 30 days of training stipend	\$500

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** \$127,620

**Proposed Expenditure/(Revenue)**  
 \$127,620

**Account Number(s):**  
 100-650-56000-5110

The above fiscal impact and proposed expenditure is designated for all judicial services provided to the Municipal Court and Police Department.

**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 Alternate Judge Cynthia Burkett

**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 APPOINTING AN ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

**WHEREAS**, Chapter 30, Section 30.00006, of the Texas Government Code relating to municipal courts of record provides that the governing body shall by ordinance appoint its municipal judges; and,

**WHEREAS**, pursuant to the section 4.04.1 of the Town Charter and section 26-51 of the Town's Code of Ordinances, the Town Council shall have the right and authority to name judges and/or alternate judges to preside over the judicial functions for the Flower Mound Municipal Court of Record; and

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

**SECTION 1**

It is hereby found that the office of Alternate Municipal Judge of the Town of Flower Mound, Texas is of benefit to the State of Texas and to the Town of Flower Mound.

**SECTION 2**

Cynthia Burkett is hereby appointed as Alternate Municipal Judge of the Town of Flower Mound Municipal Court of Record for a two-year term to begin on May 18, 2026, and to expire on May 17, 2028. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Cynthia Burkett shall continue to serve until the Alternate Judge's successor shall be duly qualified.

**SECTION 3**

Cynthia Burkett shall perform those duties and responsibilities provided in Exhibit "A" attached hereto and incorporated herein.

**SECTION 4**

A. As compensation for all required services, the Town agrees to pay the Alternate Judge according to a flat rate per job duty according to the following schedule:

<b>Magistrate Duties</b> including jail arraignments (in person or online), reviewing and executing arrest or search warrants and being available during a 24-hour period for “on call”.	\$185 Flat rate each day
<b>Full Court Date</b> morning and afternoon dockets (including signing documents).	\$800
<b>Half Court Date</b> morning or afternoon dockets (including signing documents).	\$400
<b>Signing Court Documents</b> (non-docket days)	\$75
<b>Attending Judge’s Meeting or Conducting Admin Hearing</b>	\$100
Upon first appointment <b>first 30 days of training stipend</b>	\$500

B. In the event the Alternate Judge is required to testify at a court proceeding relative to the Alternate Judge’s duties, the Alternate Judge shall be entitled to receive compensation at an amount of \$100.00 per half day of appearance in court, to be approved by the Town in advance of such testimony, when feasible.

C. The Alternate Judge shall send a bill to the Town once per month not later than the fifth day of each month. The bill shall indicate each date that the Alternate Judge performed a compensable duty outlined in above, the duty performed, and the applicable flat daily rate. The bill shall also provide a total invoiced amount for the month.

D. The Town shall pay the Alternate Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.

E. The Town understands and agrees that certain judicial training is mandated by the State of Texas for the Alternate Judge. Such training and expenses associated with such training, and payment, therefore, shall be coordinated with the Municipal Court Administrator in advance of any such training. Alternate Judge will not be otherwise compensated for such training.

**SECTION 5**

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

**SECTION 6**

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 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 7**

This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_, ON THIS 18th DAY OF MAY, 2026.**

**APPROVED:**

\_\_\_\_\_  
**Cheryl Moore, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Traci Henderson, TOWN SECRETARY**

**Exhibit "A"**  
**Duties and Responsibilities**  
**Alternate Judge, Town of Flower Mound**

***Duties.***

- a. The Alternate Judge shall preside over the Flower Mound Municipal Court and perform all duties set forth below in accordance with the schedule promulgated by the Presiding Judge.
- b. The Alternate Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time.
- b. The Alternate Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Alternate Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Flower Mound Municipal Court. Although a recognized function of judicial discretion, the Alternate Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Standing Orders and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Alternate Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Alternate Judge shall operate within the docket schedule prepared and coordinated by the Presiding Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Alternate Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

***Standing Orders.***

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Alternate Judge shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center.
- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into "Standing Orders" which addresses the daily administration of the municipal court and trial procedures, for matters such as dismissals, installment payments, deferred disposition, and continuances. The Standing Orders shall be signed by each judge appointed by the Town Council. Any changes to the Standing Orders must be in writing and acknowledged by the Alternate Judge. No policy

will be implemented by the clerks of the court prior to the same being in written form and executed by the Presiding Judge. Court clerks will not enforce oral policies.

- c. The Alternate Judge shall adhere to the Standing Orders.

#### ***On Call Procedures.***

- a. A written schedule setting the assigned judges' duty report days shall be created and provided by the Presiding Judge to the Court and to the Police Department on a monthly basis no later than two (2) days prior to the end of the previous month. Each day of the month shall have an assigned judge on duty for arraignments and on duty for the scheduled court sessions. Duty days for the assigned judge shall begin at 12:00 a.m. (midnight) and continue for the next twenty-four (24) hours. Changes to the "On Call" status shall be made by agreement between the Presiding Judge and any alternate judges; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the "On Call" judge may be reached while on duty if said number or locations are different from any such numbers or locations on file.
- b. When "On Call," the Alternate Judge must return calls within thirty (30) minutes. In the event the Alternate Judge fails to respond within thirty (30) minutes, the Presiding Judge may be called.

#### ***Municipal Court Operations.***

- a. The Presiding Judge and Court Administrator shall coordinate a specific date and time, two (2) days per week, to allow the Presiding Judge to review and execute all necessary court documents. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice. The Alternate Judge shall be available to sign documents when scheduled to do so by the Presiding Judge or in exigent circumstances when requested by the Court Administrator.
- b. Court shall commence promptly for scheduled docket times on designated court dates. The Alternate Judge shall make every effort to take the bench and convene court dockets at the designated docket time.

#### ***Arraignments.***

- a. Jail arraignments shall be performed on a daily basis in accordance with all applicable state and federal laws. A detention officer or sworn police officer shall be made available for assisting with arraignments.
- b. Jail arraignments shall not be performed between the hours of 5:30 p.m. and 7:30 p.m. to allow shift change and accommodate jail staffing.

- c. All paperwork from jail arraignments must be properly completed. The Alternate Judge shall ensure that no judicially inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction by the Alternate Judge; however, this shall in no way be read to create a duty for the Alternate Judge to correct the document or to give legal advice to Town staff.
  
- d. Every effort shall be made by the Alternate Judge to give at least thirty. (30) minutes' notice to police personnel (a detention officer) at 972-539-3352 or the main Flower Mound Police Department telephone number at 972-539-0525 prior to arrival on Town premises to conduct arraignments.



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

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**DATE:** May 18, 2026  
**FROM:** Maxine Musuqua, Economic Development Specialist  
**ITEM:** **Public Hearing to consider approval of a Chapter 380 Agreement with Prologis for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.**

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**BACKGROUND:** The subject request relates to the proposed Chapter 380 Agreement between the Town of Flower Mound and Prologis, which supports economic growth and enhances business and commercial activity in the Town through the construction of light manufacturing warehouse(s). In return for Prologis's investment, the Town will provide a Sales Tax Grant reimbursing fifty percent (50%) of the sales tax Prologis pays on construction costs collected by the Town.

The proposed Chapter 380 Agreement requires Prologis to meet specific obligations related to the construction project. Prologis must submit a site plan within twenty-four (24) months, obtain approval within thirty-six (36) months, have all necessary building permits within forty-eight (48) months, and complete construction within five (5) years from the Effective Date.

The agreement also requires Prologis to identify the Property and Town of Flower Mound as the Situs for all purchases of building(s) materials and labor associated with the construction of the Improvements. Additionally, the completed property must achieve a minimum Taxable Value of fifty million dollars (\$50,000,000.00) by January 1 of the calendar year following the Building Final. All activities under this agreement must be carried out in accordance with federal, state, and local laws, and all fees and payments must be made on time.

Once construction is complete, Prologis must submit a Payment Request with satisfactory evidence that all requirements have been fulfilled before the Sales Tax Grant is issued. If Prologis fails to comply with any of the outlined conditions, financial penalties or full termination of the agreement may apply.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** Fifty percent (50%) of construction-related sales tax will be reimbursed to Prologis, with the remaining fifty percent (50%) retained, and long-term property tax revenue anticipated at a minimum Taxable Value of \$50,000,000.00.

<b>Proposed Expenditure/(Revenue)</b>	<b>Account Number(s):</b>
Sales Tax Grant Reimbursement (50% of Construction-Related Sales Tax)	100-600-81000-5320

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

**ATTACHMENTS:**

1. Prologis Chapter 380 Agreement - 05.01.2026 FINAL

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

**CHAPTER 380 AGREEMENT  
BETWEEN THE TOWN OF FLOWER MOUND,  
PROLOGIS USAF SUB REIT 3 LLC AND PROLOGIS USAF SUB REIT 4 LLC**

This Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the TOWN OF FLOWER MOUND, TEXAS (“**Town**”), and PROLOGIS USAF SUB REIT 3 LLC, a Delaware limited liability company and PROLOGIS USAF SUB REIT 4 LLC, a Delaware limited liability company (collectively, the\_\_ (“**Company**”), for the purposes and considerations stated below. The Town and Company may sometimes hereafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

**WITNESSETH:**

**WHEREAS**, Company intends to construct a light manufacturing warehouse(s) on property it owns, located at 6100 Silveron Boulevard, Flower Mound, Texas (the “**Property**”); and

**WHEREAS**, the Town seeks to incentivize the development; and

**WHEREAS**, the Town possesses legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the Town; and

**WHEREAS**, the Town has determined that the incentives set forth in this Agreement will serve the public purpose of promoting local economic development, will diversify the economy of the state and the Town, will assist in eliminating unemployment and underemployment in the state and the Town, and will enhance business and commercial activity within the Town; and

**WHEREAS**, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the state, by assisting in the elimination of unemployment or underemployment in the state, and by the development or expansion of commerce within the state.

**NOW THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

The following words shall have the following meanings when used in this Agreement:

The terms “Agreement,” “Town,” “Company,” “Parties,” “Party,” and “Property” shall have the meanings provided above.

“Certificate of Occupancy” means the document issued by the Town certifying a building’s compliance with applicable building(s) codes and other laws and indicating it to be in a condition suitable for occupation.

“Completion of Construction” means that the Town has issued a Certificate of Occupancy for the warehouse(s).

“Effective Date” means the last date this Agreement is executed by the Parties.

“Expiration Date” means the date of payment of the Sales Tax Grant, unless sooner terminated as provided herein.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Force Majeure” means the occurrence of an event by which either party is prevented or hindered from timely satisfying any provisions set forth herein because of a shortage of or inability to obtain materials or equipment, strikes or other labor difficulties, governmental restrictions, officially declared pandemics, acts of God, casualties or any other cause beyond such party’s reasonable control, in which event such party shall be permitted an extension of time of performance by the number of days during which such performance was prevented or hindered.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or any property or any business owned by Company within the Town, but excluding any amounts that are the subject of a good-faith protest or appeal pending before the applicable appraisal review board or court.

“Improvements” means two warehouse buildings constructed on the Property, and the infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed in conjunction with the two buildings.

“Payment Request” means a written request from Company to the Town for payment of the Sales Tax Grant, which request shall be accompanied by evidence reasonably satisfactory to the Town to establish that Company is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Related Agreement” means any agreement (other than this Agreement) by and between the Town and Company.

“Sales Tax Grant” means the grant as described in Section 4.1.

“Sales and Use Tax” means the Town’s unencumbered municipal sales and use tax, currently at the rate of one percent (1.0%) imposed pursuant to Chapter 321 of the Texas Tax Code, as amended;

“Situs” means establishing the Property located in the Town of Flower Mound as the location at which any sale is consummated under Texas Tax Code § 321.203 and § 323.203 for the construction of the Improvements.

“Taxable Value” shall mean the appraised value of the Improvements as certified by the Denton County Appraisal District, or its successor, for a given year.

“Term” means the term as defined in Section 2.2.

## **ARTICLE 2 PROGRAM AND TERM**

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Improvements to the Town. The terms of this Agreement shall implement the Program.

2.2 Term. The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

## **ARTICLE 3 COMPANY OBLIGATIONS**

The obligation of the Town to pay the Grant shall be conditioned upon compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the conditions set forth in this Article 3:

3.1 Construction Requirements. Subject to causes or events of Force Majeure, Company must (i) submit site plans for the Improvements to the Town in accordance with all Town ordinances within twenty-four (24) months from Effective Date; (ii) obtain site plan approval for the warehouse(s) from the Town no later than thirty-six (36) months from Effective Date; and (iii) subject to Force Majeure, receive all necessary building(s) permits for the Improvements no later than forty-eight (48) months from Effective Date. Notwithstanding Force Majeure, Company must achieve Completion of Construction no later than five (5) years from the Effective Date (the “Completion Date”). In the event of a Force Majeure event, each of the milestones set forth in this Section 3.1, including the deadline for Completion of Construction, shall be extended by the duration of such Force Majeure event. Company shall provide written notice to the Town within thirty (30) days of the occurrence of a Force Majeure event.

3.2 Situs. Company shall identify the Property and Town of Flower Mound as the Situs for all purchases of building(s) materials and labor associated with the construction of the Improvements, with the intent that the Town shall receive all Sales and Use Taxes attributable to the construction of the Improvements.

3.3 Taxable Value. Upon January 1 of the calendar year immediately following the date of Building(s) Final, the Improvements must have a minimum Taxable Value of fifty million dollars (\$50,000,000.00), as certified by the Denton County Appraisal District (the "Minimum Taxable Value"). Notwithstanding the foregoing, if Company timely and properly files a protest or appeal of the Denton County Appraisal District's certified value for the applicable tax year pursuant to the Texas Tax Code, the Taxable Value for purposes of this Section 3.3 shall be deemed to be the

final, resolved value determined upon completion of such protest or appeal proceedings (whether by settlement, appraisal review board order, or final court judgment). During the pendency of any such good-faith protest or appeal, no default shall arise under this Agreement, and the Town's obligation to pay the Sales Tax Grant shall not be suspended solely on account of a below-threshold preliminary appraisal, provided that Company is diligently pursuing such protest or appeal. In the event the final resolved Taxable Value is less than the Minimum Taxable Value after exhaustion of all available protest and appeal rights, the Sales Tax Grant shall be reduced on a pro rata basis as follows: the Sales Tax Grant otherwise payable shall be multiplied by a fraction, the numerator of which is the final resolved Taxable Value and the denominator of which is \$50,000,000.00.

3.4 Compliance with Laws. Company agrees to construct the Improvements in accordance with all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof).

3.5 Impositions. Company shall make timely payment of all Impositions during the Term of this Agreement.

3.6 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

3.7 Regulations Regarding Building Products, Materials, or Methods. The Parties find that the Improvements and the Property constitute an area of architectural importance and significance, and the Town Council hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Company voluntarily consents that the Improvements shall be built in compliance with the Town's codes and ordinances, including provisions regulating building products, materials and methods. This Section 3.7 shall run with the land, shall bind Company, and shall survive the termination or expiration of this Agreement.

#### **ARTICLE 4 TOWN OBLIGATIONS**

Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this section, the Town will be obligated to do the following:

4.1 Sales Tax Grant.

(a) Grant. The Town agrees to make a one (1) time payment to Company in an amount equal to fifty percent (50%) of the Sales and Use Tax paid by Company and received by the Town and attributable solely to the construction of the Improvements.

(b) Timing of Payments. Payment of the Sales Tax Grant shall be made within thirty (30) days of the receipt of a Payment Request certifying that Company has complied with all of the following:

(i) Company has received a Certificate of Occupancy for both buildings;

- (ii) Company has submitted evidence satisfactory to the Town that it has complied with Section 3.3; and
- (iii) Company has provided evidence satisfactory to the Town showing the amount of Sales and Use Tax paid to the Town attributable to the construction of the Improvements.

(c) Erroneously Paid Sales Tax. In the event the Comptroller determines, for any reason, that any Sales and Use Taxes were erroneously paid to the Town for the construction of the Improvements and the Town is required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the Sales and Use Taxes received by the Town under this Agreement, and in the event the calculation of Sales and Use Taxes paid for a Sales Tax Grant shall reflect an overpayment by the Town to Company, Company agrees to reimburse the Town the amount of such overpayment. Notification of any such adjustment required will be provided to Company at the earliest practical date. This section will survive termination of this Agreement.

4.2 Conditions to Payment. Notwithstanding any other term in this Agreement to the contrary, the Town is under no obligation to pay the Sales Tax Grant unless Company has achieved Completion of Construction for both buildings.

4.3 Failure to Submit Payment Request. Subject to causes or events of Force Majeure, if the Town fails to receive a Payment Request for the Sales Tax Grant within twenty-four (24) months of the Sales Tax Grant becoming eligible for payment, Company forfeits its right to the Sales Tax Grant.

## **ARTICLE 5 TERMINATION; REPAYMENT; OFFSET**

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by the Town if Company has not achieved Completion of Construction on or before the Completion Date;
- (c) upon written notice by the Town, if any Impositions owed to the Town or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within ninety (90) days after written notice thereof;
- (d) upon written notice by the Town if Company suffers an Event of Bankruptcy or Insolvency;
- (e) upon written notice by either Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(f) upon written notice by the Town if Company defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof; provided, however, that if such default or breach is of a nature that cannot reasonably be cured within thirty (30) days, no Event of Default shall occur so long as Company commences cure within such thirty (30) day period and diligently and continuously prosecutes such cure to completion within ninety (90) days after the date of such written notice.

5.2 Offsets. The Town may at its option, offset any amounts due and payable under this Agreement or any Related Agreement, but only against undisputed, final amounts lawfully due and owing to the Town from Company, and only after providing Company thirty (30) days prior written notice specifying the basis for the offset. No offset shall apply to any amount being contested by Company in good faith.

## **ARTICLE 6 MISCELLANEOUS**

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties. This Agreement may not be assigned by Company without the prior written consent of the Town, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the Town's consent to (i) any entity that controls, is controlled by, or is under common control with Company, (ii) any successor entity resulting from a merger, acquisition, or corporate reorganization of Company.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, is deemed to have acted independently, and the Town assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless the Town from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Company's performance of this Agreement, but expressly excluding claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, to the extent caused by the Town's gross negligence or willful misconduct.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the Town, to:

Town of Flower Mound, Texas  
Attn: Economic Development Director  
2121 Cross Timbers Rd.  
Flower Mound, TX 75028

With a copy to: Flower Mound Town Attorney  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107

If intended for Company, to: Matt Barker  
Vice President, Development Office  
Prologis  
1800 Wazee Street #500  
Denver, CO 80202

With a copy to: Prologis, L.P.  
Attn: Legal  
1800 Wazee Street #500  
Denver, CO 80202

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

6.7 Governing Law. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action concerning this Agreement must be in a court of competent jurisdiction in Denton County, Texas

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for consequential damages (including lost profits), punitive damages, speculative damages, or exemplary damages.

6.13 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts the Town's ability to pay the Sales Tax Grant or otherwise extracts or imposes any penalty or other restriction upon the payment of same, such payments will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event the Town shall be under no further obligation to Company as of the effective date of such limitation or restriction, provided Company shall be allowed to retain all Sales Tax Grant received prior to such effective date.

6.14 Undocumented Workers. Company certifies that Company, and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company or any of its branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the Town notifies Company of the violation.

6.15 Governmental Function. The Parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, assisting in the elimination of unemployment or underemployment of the state, and developing and expanding commerce in the state, and is for all purposes a governmental function of the Town for the benefit of the citizens of the Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the state's sovereignty.

6.16 Attorney's Fees. If either Party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing Party in any final judgment or award agrees to pay the other Party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

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

- (a) do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2252, Subsection F, and Chapter 2270, as amended;
- (b) boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- (c) discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;

(d) operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or

(e) boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

**[Signatures on following page]**

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, on this \_\_\_\_ day of \_\_\_\_\_, 2026.**

**TOWN:**

**TOWN OF FLOWER MOUND, TEXAS**

\_\_\_\_\_  
Cheryl Moore, Mayor

**STATE OF TEXAS                    )**  
**)**  
**COUNTY OF DENTON                )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, Cheryl Moore, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on behalf of said Town.

\_\_\_\_\_  
Notary Public, State of Texas





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

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**DATE:** May 18, 2026  
**FROM:** Maxine Musuqua, Economic Development Specialist  
**ITEM:** **Public Hearing to consider an ordinance amending the Master Plan (MPA26-00001 – Economic Development) to amend Section 10.0 – Economic Development Plan, of the Master Plan.**

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### **BACKGROUND: I. ITEM SUMMARY**

The Town periodically updates its Master Plan components to align with the Town's growth, evolving community needs, and long-term planning priorities. The Economic Development Plan, last updated as part of the 2011 Master Plan, has been updated to reflect the Town's current economic conditions and long-term goals, focusing on targeted business development, community engagement, purposeful development, and quality placemaking to ensure fiscal sustainability while maintaining Flower Mound's distinctive suburban character.

### **II. BACKGROUND**

In the FY 2022-2023 Strategic Plan, Town Council approved an objective to “Adopt a Comprehensive and Strategic Economic Development Strategy.” Working toward this goal, the Town hired TIP Strategies, Inc. (TIP) in October 2023, to create an Economic Development Strategic Plan. TIP completed an in-depth review of existing planning documents; a stakeholder engagement process incorporating interviews with community leaders, sector roundtables, a townhall, and a resident survey; a quantitative analysis of the local and regional economy, regional talent pipeline, commercial property trends, and national best practices; and an opportunity workshop that included Town partners and community leaders in order to develop the final plan. In October 2024, TIP's final plan was presented to the Town Council. Staff is now taking the step of updating the Economic Development section of the Master Plan to incorporate the analysis and findings from TIP's Strategic Plan, as well as to adopt four primary goals: Targeted Business Development, Maximizing Resources through Engagement and Collaboration, Purposeful Development and Redevelopment, and Investment in Quality Placemaking and Associated Infrastructure.

**BOARD REVIEW/CITIZEN FEEDBACK:** The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its May 11, 2026, meeting.

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle) for all Master Plan amendment requests. At the time this report was written, staff had received no correspondence regarding the request.

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** \$

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

**ATTACHMENTS:**

1. Ord\_MPA26-0001 Economic Development Plan Update
2. Exhibit A - 10.0 Economic Development Plan - FINAL DRAFT

**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 FLOWER MOUND 2011 MASTER PLAN BY AMENDING ORDINANCE NO. 26-11, WHICH ADOPTED THE MASTER PLAN, BY REPEALING AND REPLACING SECTION 10.0, “ECONOMIC DEVELOPMENT PLAN;” PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, on June 6, 2011, the Town Council of the Town (the “Town Council”) adopted the Flower Mound 2011 Master Plan (the “Master Plan”), which consisted of ten component plans, including the Economic Development Plan; and

**WHEREAS**, the Master Plan establishes and articulates a community-based vision to preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community, mitigate the ill effects of rapid and intense urbanization, create a balanced tax base to ensure the Town's long-term economic health and prosperity, and ensure all development is of enduring and exemplary quality; and

**WHEREAS**, the Town Council directed Town staff to review standards and recommendations for the Economic Development Plan; and

**WHEREAS**, in 2023, the Town engaged TIP Strategies, Inc., an Austin-based economic strategy firm, to develop an updated Economic Development Strategic Plan following a three-phase discovery, opportunity, and implementation process; and

**WHEREAS**, the Planning and Zoning Commission of the Town held a public hearing on May 11, 2026, and the Town Council of the Town held a public hearing on May 18, 2026, with respect to the amendments described herein; and

**WHEREAS**, upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearings, the Town Council has determined that it is in the best interest of the citizens of the Town that the Master Plan be amended to repeal and replace Section 10.0, “Economic Development Plan,” and to adopt updates to these components of the Master Plan.

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

**SECTION 1**

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town, and they 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, Ordinance 26-11 adopting the Master Plan is hereby amended by repealing and replacing Section 10.0, the "Economic Development Plan," as set forth in Exhibit A, attached hereto and incorporated herein.

**SECTION 3**

This Ordinance shall be cumulative of all provisions of ordinances of the Town 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.

**SECTION 4**

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

**SECTION 5**

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF \_\_\_ TO \_\_\_, ON THIS THE 18TH DAY OF MAY, 2026.

APPROVED:

\_\_\_\_\_  
Cheryl Moore, **MAYOR**

ATTEST:

\_\_\_\_\_  
Traci Henderson, **TOWN SECRETARY**



# ECONOMIC DEVELOPMENT PLAN

Component of the Master Plan

# 2026

## ACKNOWLEDGMENTS

The Town of Flower Mound would like to thank the residents and businesses who contributed to the strategic planning processes outlined in this document.

### ELECTED OFFICIALS

---

- Cheryl Moore, Mayor
- Derek France, Mayor (former)
- Adam Schiestel, Town Council
- Chris Drew, Town Council
- Brian Taylor, Town Council
- Janvier Werner, Town Council
- Ann Martin, Town Council (former)
- Jim Engel, Town Council (former)
- Clare Harris, Town Council

### STEERING COMMITTEE MEMBERS

---

- Jimmy Archie, Realty Capital
- Lindsay Ayers, Lewisville Independent School District
- Doug Carnigan, CBRE
- Ben Crawford, CoServ
- Chris Haverstick, Bank of the West
- John Klitsch, Texas Health Presbyterian Hospital
- Gary Lewis, Bank of the West
- Rina Maloney, Denton County
- Ryan Schroer, American National Bank & Trust
- Eric Shanks, Workforce Solutions for North Central Texas
- Mike Sheehan, IntelliCentrics
- Lori Walker, Flower Mound Chamber of Commerce

### TOWN OF FLOWER MOUND STAFF

---

#### Town Management

- James Childers, Town Manager
- Tommy Dalton, Assistant Town Manager

#### Economic Development Department

- Ray Watson, Director of Economic Development
- Melody Eby, Economic Development Manager
- Maxine Musuqua, Economic Development Specialist

#### Development Services Department

- Lexin Murphy, Director of Development Services
- Nick Ford, Senior Long-Range Planner

### TIP STRATEGIES

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Special thanks to TIP Strategies, an Austin-based economic strategy firm, for their work in compiling information found in this document and leading the strategic planning and visioning process.

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# INTRODUCTION

The Town of Flower Mound stands at an important moment in its evolution as both a distinctive community and a key player within the Dallas–Fort Worth region. Long recognized for its exceptional quality of life, strong neighborhoods, and commitment to preserving natural spaces, Flower Mound continues to attract families and businesses seeking stability, opportunity, and connection. As growth pressures increase across the region, Flower Mound faces the dual challenge of maintaining its character while ensuring long-term fiscal sustainability. This document provides a strategic framework to guide future development, support targeted economic initiatives, and position the Town for sustained prosperity.

## *Timeline*

The Town of Flower Mound’s first Economic Development Strategic and Marketing Plans were adopted in November 1998 and resulted in the formation of the Lakeside Business District. In 2003, the two plans were combined into a single Economic Development Plan and included as part of the Town’s Master Plan. In 2007, the Economic Development Advisory Committee provided input to update the Economic Development Plan and Economic Development Incentive Policy as part of the Master Plan Update. While the Town continued to update the [Economic Development Incentive Policy](#) on a biennial basis, the Economic Development Plan had remained untouched since the Town updated the Master Plans in 2011.

## *Approach*

In 2023, the Town of Flower Mound engaged Austin-based TIP Strategies, Inc. (TIP), to develop an *Economic Development Strategic Plan*. The planning process followed a three-phase theory into practice model: **discovery, opportunity, and implementation**. That approach is outlined below and much of the information included in the Town’s updated Economic Development Plan was gleaned from TIP Strategies’ efforts and subsequent report.



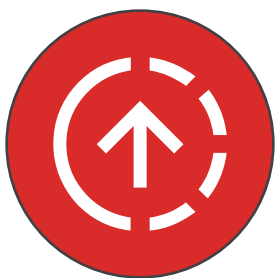
## **The** discovery phase

In this phase, an in-depth review of existing planning documents, as well as comprehensive quantitative analysis of the local and regional economy was completed. The economic analysis was supplemented by a robust stakeholder engagement process that included interviews with community leaders, sector roundtables, a townhall, and a survey that resulted in over 1,000 responses. At the end of this phase, TIP facilitated a discovery workshop, during which the team presented its findings and received additional feedback and direction from the steering committee, which included key community leaders from business sectors ranging from healthcare, real estate, development, and major employers in the Town.



## **The** opportunity phase

Next, TIP conducted additional data analyses focused on the regional talent pipeline and commercial property trends and conducted a review of national best practices. This phase culminated with an opportunity workshop that included Town partners and community leaders. During the workshop, TIP presented the initial plan framework and received feedback on the preliminary goals and strategies.



## **The** implementation phase

Lastly, this phase consisted of prioritizing strategies and actions. The draft plan went through several internal and external reviews before being finalized. The final plan, which was presented to the Town Council on October 7, 2024, is accompanied by a detailed implementation matrix to guide the Town of Flower Mound's efforts, determine primary and secondary responsible partners, and track progress toward the plan's goals.

## COMMUNITY SURVEY

As part of the **discovery phase**, TIP conducted an online survey of residents' vision for the Town of Flower Mound. The survey was open for a five-week period between February 14, 2024, and March 25, 2024, and drew 1,039 respondents. The survey instrument opened with basic questions about respondent location and demographics. The remainder of the survey included six questions directed at respondent perceptions of and vision for the Town of Flower Mound. Key findings were used to guide the direction of the strategic plan.

Nearly all respondents (98.8 percent) were located in a Denton County ZIP Code. Members of Generation X were the dominant age group in the survey (representing 423 of 1,039 respondents), followed by Millennials (290 respondents), Baby Boomers (276 respondents), Generation Z (35 respondents), and the Silent Generation (15 respondents). The survey was not designed to be a scientific sample, though the pool of respondents was large enough and stratified enough to provide convincing strategic feedback. As a result, the survey yielded valuable and relevant input from residents in the Town of Flower Mound.

### ***Residents hold conflicting ideals about how to make the Town even better***

A desire to attract shopping and dining amenities was a central theme throughout the survey, with respondents commenting on Flower Mound's relatively small number of destination retail opportunities. When asked how the Town can better support its residents, business attraction was the most common response according to 422 respondents. Despite this desire for **destination retailers**, respondents also felt strongly about **protecting Flower Mound's low-density profile** and about **not sacrificing the Town's green space** for development. A vision for an **attractive, nature-oriented community** carried throughout the survey, with respondents wishing to see undeveloped areas preserved.

### ***Flower Mound's quality of life received high marks from residents.***

Outside of its geographic location, Flower Mound's quality of life was identified by respondents as the Town's greatest strength, with an average score of 4.2 out of 5.0. Enhancements to lifestyle amenities like **retail offerings, community events, and outdoor**

recreation were identified as ways for the Town to support its residents. Additionally, nearly 500 respondents selected safety as a Town priority going forward.

Regarding economic development priorities, business retention (4.1 out of 5) and development of entertainment amenities (3.9 out of 5) ranked first and third, respectively. The construction of non-retail real estate was given low priority; office development (2.9), residential development (3.1), and mixed-use development (3.3) represent the three lowest economic development priorities across all responses.

***There is a strong desire to preserve the Town’s identity.***

Respondents wished to see a community that enjoys not only the amenities offered by name-brand retailers, but also a culture of small businesses and community events supporting a Town identity. From all responses, community development was identified as the Town’s second highest priority (4 out of 5.0), with residents wanting public arts events and improved opportunities for outdoor recreation in the community. There is a strong desire to see quality development that balances an increase in lifestyle amenities with preserving Flower Mound’s rural character.

Themes such as **quality, community, growth, and prosperity** were among those most frequently associated with the Town. Respondents also highlighted Flower Mound’s **school quality, healthcare**

**FIGURE 1. ECONOMIC DEVELOPMENT PRIORITIES**



On a scale of 1 to 5, respondents rated their top economic development planning vision priorities.

Source(s): Results from the 2024 Community Vision Survey compiled by TIP Strategies, Inc.

**ecosystem, and outdoor recreation opportunities** as regional strengths. Responses throughout the survey emphasized the importance of preserving Flower Mound’s natural amenities and low-density profile while capitalizing on the Town’s culture and protecting its distinct identity amid a continuously growing Denton County and broader Dallas-Fort Worth area.



*Photo collage depicting Flower Mound’s quality of life, outdoor recreation opportunities, and community events.*

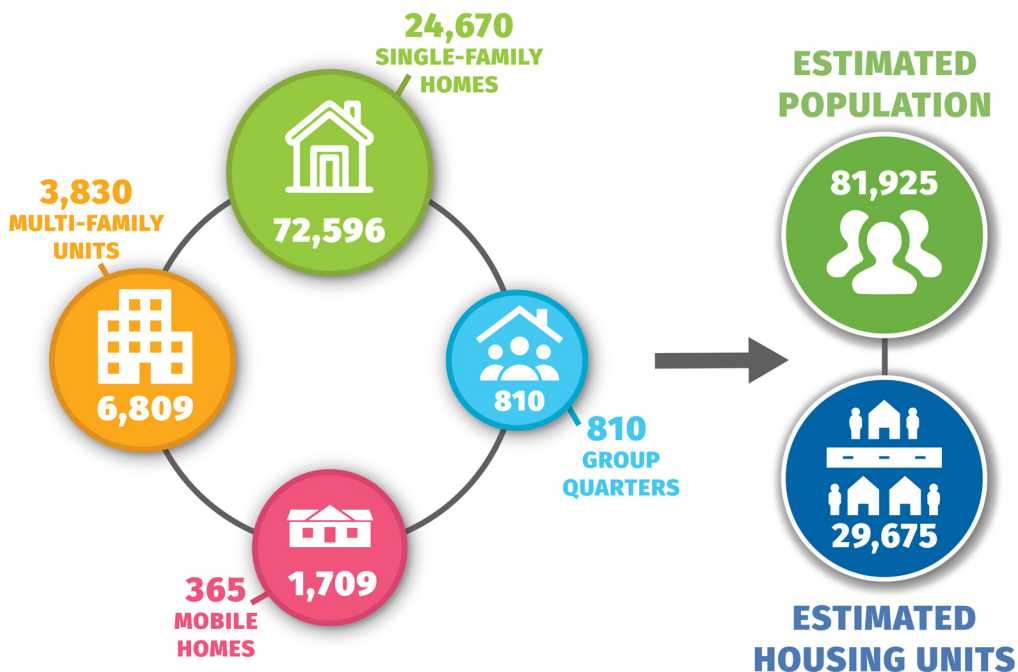
# ECONOMICS

TIP conducted a quantitative analysis of the Town’s competitive position with comparisons to the Dallas-Fort Worth Metroplex, the state, and the US, as well as a selection of peer communities. Initial data collection began in October 2023 during TIP’s discovery phase and the analytical work continued into the final phase of the engagement. An in-depth analysis was delivered to the Town in April 2024 in an interactive data visualization. The quantitative analysis provided a baseline framework of local growth and development dynamics. The key findings outlined in this section demonstrate how the quantitative work helped underpin and shape the strategies in the plan.

**Limited commercial real estate places the tax burden on residential property owners.**

Flower Mound has a largely suburban character, with single-family homes making up nearly 8 out of every 10 housing units and almost 90% of the population. **Figure 2** below shows Flower Mound’s current population and housing stock as of January 2026 categorized by the various housing types found in the Town. This information is updated on an annual basis on the Town’s [Development Services Dashboard](#).

**FIGURE 2. HOUSING STOCK**



End of year 2025 housing units and corresponding population.

Source: Town of Flower Mound 2025 Growth Profile Report <sup>(1)</sup>

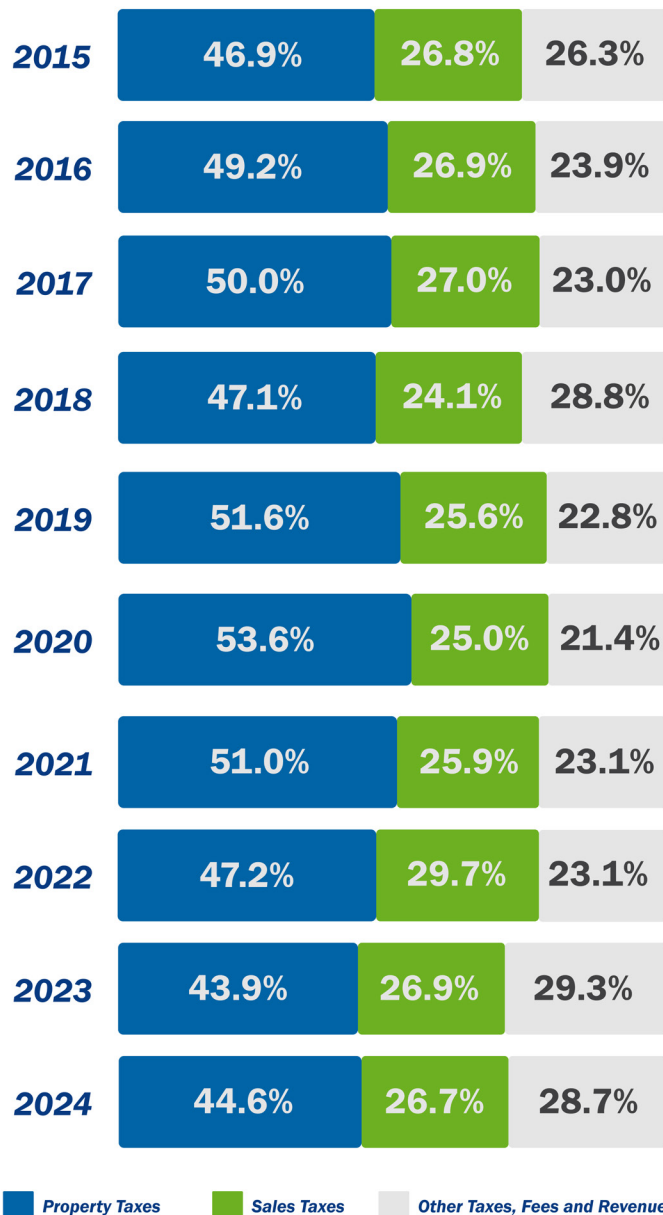
Flower Mound also has a **high ratio of residential to commercial properties**. From 2001 to 2024, property taxes made up, on average, one-half of Flower Mound’s municipal revenue. **Figure 3** shows a breakdown of municipal revenue from 2015 to 2024. With the Town’s residential and commercial mix of properties, the tax burden is largely placed on residential

property owners. However, with increased business development and attraction efforts, Flower Mound has an opportunity to ease the tax burden placed on its residential property owners.

As the Town pursues future development opportunities near its western boundary, seeking to both improve amenities offered to Town residents and develop commercial real estate to support its target sectors, it can capitalize on demand for commercial property presented by tenants looking to expand into Flower Mound.

***A fresh approach to development offers the benefit of options that align with Town values.***

**FIGURE 3. MUNICIPAL REVENUE**



Annual distribution of Town of Flower Mound’s revenues from 2015-2024.

Source(s): Town of Flower Mound Comprehensive Annual Financial Report (CAFR).<sup>(4)</sup>

The area around Flower Mound is growing quickly, with an abundance of residential and commercial developments along the **I-35W corridor**. Hillwood and other developers have brought increased housing to nearby Argyle, Northlake, and Justin, while the Alliance development continues to expand. As the corridor evolves, the Town is implementing a strategic approach that leverages the momentum through attracting new businesses, stronger community engagement, purposeful development,

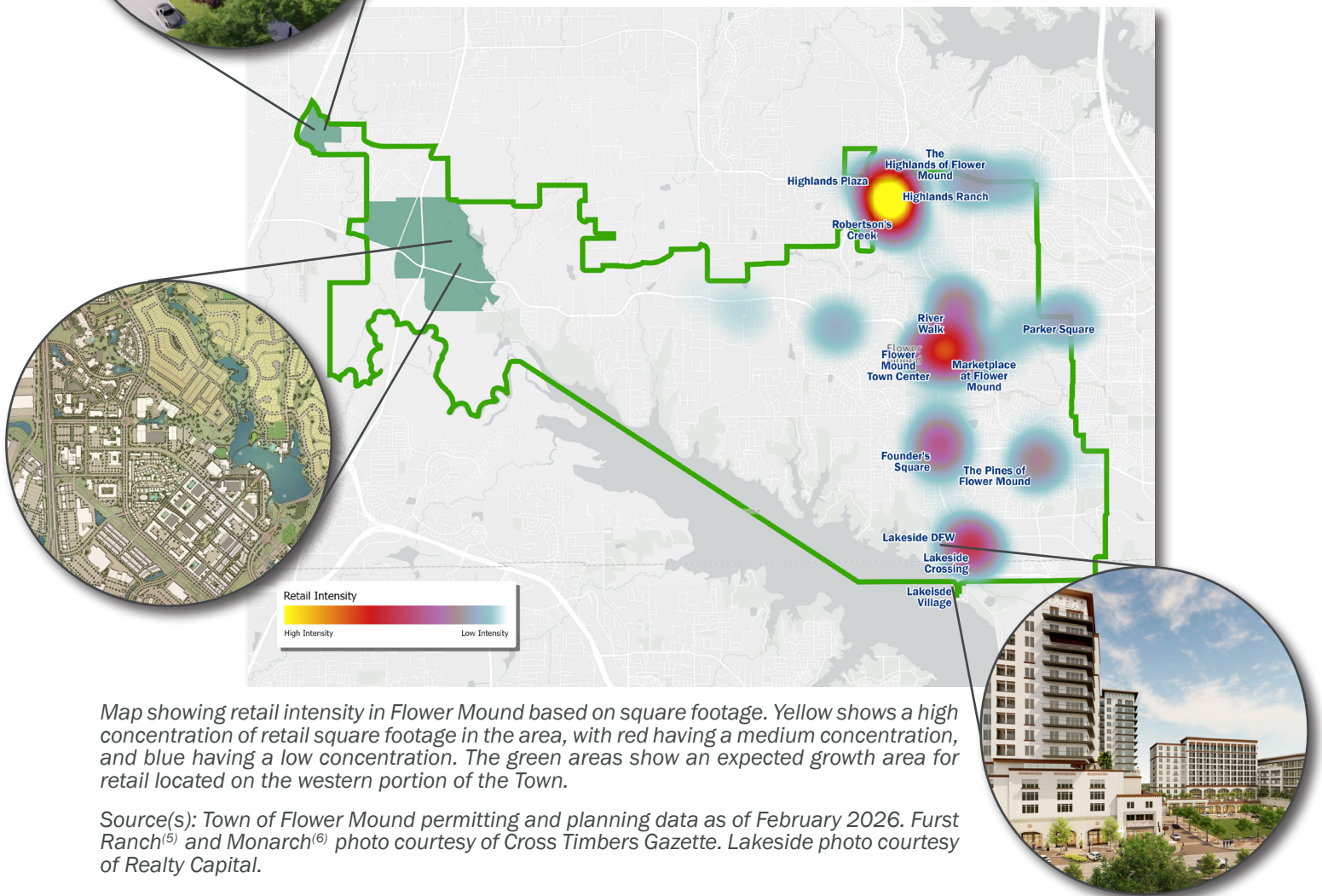
quality placemaking, and investment in core infrastructure to ensure future growth remains consistent with the community’s established values.

The nearby growth along I-35W can help provide the necessary population density to attract strong medical and/or office tenants, presenting the opportunity for various development types in the largely undeveloped western portion of the Town. Before this area is saturated,

Flower Mound can recruit a hospital or medical education facility or develop a community-centric, mixed-use office district. **Figure 4** below depicts the current retail intensity throughout the Town and the expected growth residential and commercial growth on the western half of Town.



**FIGURE 4. RETAIL INTENSITY**



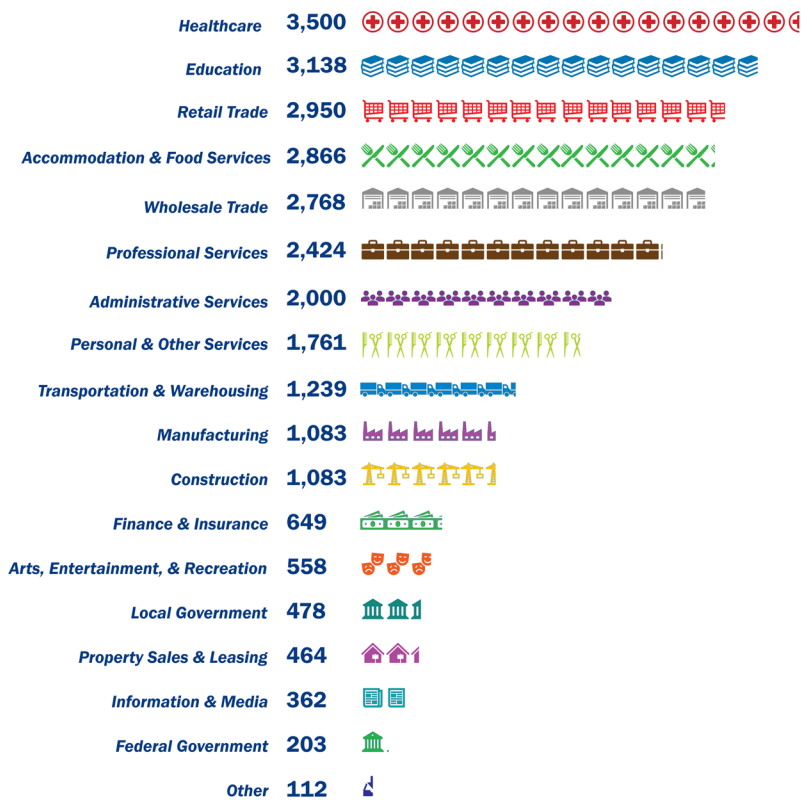
Map showing retail intensity in Flower Mound based on square footage. Yellow shows a high concentration of retail square footage in the area, with red having a medium concentration, and blue having a low concentration. The green areas show an expected growth area for retail located on the western portion of the Town.

Source(s): Town of Flower Mound permitting and planning data as of February 2026. Furst Ranch<sup>(5)</sup> and Monarch<sup>(6)</sup> photo courtesy of Cross Timbers Gazette. Lakeside photo courtesy of Realty Capital.

A focus on mixed-use development can support Flower Mound residents through improved access to amenities and retail opportunities while still contributing to the sense of community and Town identity that residents value. Additionally, increased office space allowed by mixed-use development provides an opportunity to reduce commutes and increase local job opportunities for residents with target industry jobs.

In south Flower Mound, the **Lakeside** development has already been a success, utilizing mixed-use zoning to increase pedestrian connectivity and create an attractive community destination. Furthermore, developments like **Furst Ranch**, can utilize their mixed-use zoning to both improve Flower Mound’s vibrant sense of place and give it a competitive advantage among its growing peers.

**FIGURE 5. INDUSTRY SECTOR JOB COUNT**



**Target industry sectors can be supported through commercial real estate development.**

The healthcare, professional services, and education sectors represent relative industry strengths for Flower Mound, with each of these exhibiting a sharp upward trend in employment from 2001 to 2022 while exceeding their rate of growth in the broader Dallas-Fort Worth Metroplex. As of 2023, healthcare and education make up Flower Mound’s top two industries by employment, with professional services ranking sixth (**see Figure 5**).

While the population of Flower Mound continues to grow and the Town looks to approach future development opportunities

Job counts by industry sector in Flower Mound. 1 icon is equal to 200 jobs.

Source(s): US Bureau of Labor Statistics (BLS); Lightcast 2023.4--Quarterly Census of Employment (QCEW) Employees, Non-QCEW Employees, and Self-Employed. <sup>(7)</sup>

strategically, working with developers to provide infrastructure for these sectors will represent a way to support both new and existing residents while promoting real estate development that aligns with the Town’s future vision for its built environment.

***The Town’s strategic location near regional job centers and DFW Airport positions it for long-term competitiveness.***

With the addition of several million square feet of industrial real estate in the 2010s, leveraging the Town’s proximity to **DFW International Airport** and the **State Highway 121 corridor**, Flower Mound has seen rapid growth in its wholesale trade and transportation and warehousing industries. By similarly pursuing further construction of Class A office real estate, in the form of both standalone office space and mixed-use developments, the Town can continue to support its growing target industries.

Additionally, these sectors represent a way for the Town to support its existing workforce and expand its live-work population, with relatively high-wage, high-education jobs in the professional services, education, and healthcare sectors, aligning with Flower Mound’s highly educated and high-earning population. In comparison with many of its peer communities in the Dallas-Fort Worth area, Flower Mound already has higher household income and housing affordability. In fact, Flower Mound was ranked No. 1 as the **“Best Place to Live in the Southwest”**<sup>(2)</sup> and No. 8 **“Best City for Education”**<sup>(3)</sup> in the US according to [Livability.com!](https://www.livability.com/), in 2025.



*Photo collage depicting Flower Mound’s growth in its warehousing industries as well as new office spaces.*

## ANALYSIS

The next step in the process was to reaffirm the Town’s long-standing vision for Flower Mound. This vision, already well-established and woven throughout the Master Plan, aligns with and is supported by Flower Mound’s previously adopted Mission Statement for economic development. This updated Economic Development Plan reinforces these guiding statements and integrates them into a modern framework for future growth.

### ***Town Vision***

***“To preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.”***

### ***Mission Statement***

***“To expand the commercial tax base and increase sales tax revenue in a way that supports community character and quality of life objectives, promotes a diversified and regionally competitive economy that creates professional employment opportunities for our residents, and ensures Flower Mound’s long-term financial ability to provide quality service to new and existing development without placing a disproportionate tax burden on homeowners.”***

### ***SWOT Analysis***

The qualitative and quantitative measures discussed in the prior sections informed the preparation of a strengths, weaknesses, opportunities and threats (SWOT) analysis. This analysis combines internal characteristics and external factors that influence Flower Mound’s long-term economic competitiveness and guides the identification of strategic priorities.

For clarity, the four components of the SWOT framework are defined as follows:

- **Strengths.** Assets and resources that can be built on to grow, strengthen, and diversify the local/regional economy.
- **Weaknesses.** Liabilities and barriers to economic development that could limit economic growth potential.
- **Opportunities.** Competitive advantages and positive trends that hold significant potential for the attraction of new businesses, investments, and skilled workers.
- **Threats.** Unfavorable factors and trends (often external) that could negatively affect the local/regional economy.

<p style="text-align: center;"><b>S</b> </p> <p style="text-align: center;"><b>STRENGTHS</b></p>	<p style="text-align: center;"><b>W</b> </p> <p style="text-align: center;"><b>WEAKNESSES</b></p>
<ul style="list-style-type: none"> <li>- Desirable place to live; uniqueness within the Metroplex</li> <li>- High-quality, K-12 education offerings</li> <li>- Extensive trail system and outdoor space</li> <li>- High education/income population</li> <li>- Central location within the Dallas-Fort Worth Metroplex</li> <li>- Proximity to DFW International Airport &amp; Major Highways</li> <li>- Proven mixed-use development success</li> </ul>	<ul style="list-style-type: none"> <li>- Lack of affordable workforce housing</li> <li>- Under-leveraged developments have led to lack of trust</li> <li>- Development process is cumbersome</li> <li>- Lack of understanding of the benefits of economic development</li> <li>- Retail leakage and lack of entertainment options</li> <li>- Polarized views on growth and development within the community</li> <li>- Lack of worker mobility options for employers</li> </ul>
<p style="text-align: center;"><b>O</b> </p> <p style="text-align: center;"><b>OPPORTUNITIES</b></p>	<p style="text-align: center;"><b>T</b> </p> <p style="text-align: center;"><b>THREATS</b></p>
<ul style="list-style-type: none"> <li>- New development on the west side of Town, including mixed-use and commercial</li> <li>- River Walk and Lakeside completion</li> <li>- Leverage incentives to attract the types of development the Town wants</li> <li>- Investment in employment centers focused on high-income workers</li> <li>- Redevelopment of east Flower Mound properties</li> <li>- Leverage workforce and higher education for BRE</li> <li>- Potential to grow healthcare, higher education, and professional services sectors</li> <li>- Education on economic development and diversified tax base</li> <li>- Potential for additional outdoor recreation offerings</li> </ul>	<ul style="list-style-type: none"> <li>- Perceived residential growth overwhelming community infrastructure</li> <li>- Unsustainable property tax base</li> <li>- Over saturation of the regional retail market</li> <li>- Increased competition from municipalities</li> </ul>

# PLAN GOALS

Based on the SWOT Analysis, there are four strategic goals that emerge as priorities for Flower Mound’s economic future as the basis for this Plan.



## GOAL 1

### **Targeted Business Development**

Attract and retain employers to diversify the tax base and provide opportunities for Town residents.

*continued on page 14...*



## GOAL 2

### **Maximizing Resources through Engagement and Collaboration**

Build on the momentum of the planning effort by keeping stakeholders and residents engaged.

*continued on page 15...*



## GOAL 3

### **Purposeful Development and Redevelopment**

Enhance the Town’s economic vitality by concentrating development efforts in approved areas.

*continued on page 16...*



## GOAL 4

### **Investment in Quality Placemaking and Associated Infrastructure**

Preserve Flower Mound’s distinctive character by investing in amenities and entertainment options and the infrastructure needed to support them.

*continued on page 18...*

## GOAL 1. TARGETED BUSINESS DEVELOPMENT

The Town of Flower Mound is characterized by a high ratio of residential to commercial properties, placing a significant tax burden on residential property owners. To ease this burden and ensure continued economic strength, Flower Mound should enhance its business development and attraction efforts. With an **increased focus on business retention and expansion**, including more frequent communication with businesses about their needs, the Town will be poised to better support existing companies. Flower Mound is also positioned to attract new businesses in target sectors such as professional services, healthcare, and education. These sectors are not only the Town’s top employers (with significant employment growth over the past decade) but are also aligned with Flower Mound’s well-educated and high-earning population.



*Texas Health Presbyterian Hospital, located in the River Walk development, employees around 500 people.*



*Lakeside DFW is Flower Mound’s first vertically integrated mixed-use development containing a variety of housing, shops, restaurants, and entertainment options.*

***Supporting existing businesses is just as important as attracting new ones.***

Flower Mound’s existing strength in the healthcare sector, highlighted by **Texas Health Presbyterian Hospital**, a distance learning support center for **Midwestern State University (MSU)**, and a branch campus for **North Central Texas College (NCTC)**, presents a special opportunity. The Town can use these assets to recruit additional medical facilities and educational institutions ahead of other communities in the region. Additionally, the success of the Lakeside development in leasing **Class A office space** indicates a strong demand for commercial real estate. By expanding commercial real estate products, Flower Mound can attract businesses seeking to grow within the Town.

## GOAL 2. MAXIMIZING RESOURCES THROUGH ENGAGEMENT AND COLLABORATION

As mentioned in the previous section, Flower Mound is fortunate to have two higher education institutions with a local presence, North Central Texas College (NCTC) and Midwestern State University (MSU) with a distance learning support center. The Town should continue looking for opportunities to engage and encourage these campuses' expansion within Flower Mound. In addition, there are five school districts that serve Flower Mound, though the majority of the Town is served by the Lewisville Independent School District (LISD) and Argyle Independent School District (AISD), which all present potential opportunities for collaboration. Recently, the Town has been participating in **LISD's Career Out and Junior Leadership** programs, which help facilitate relationships between the district, students and local businesses, and in the 23/24 school year, we scheduled targeted **FloMo Convo** meetings at the LISD high schools.

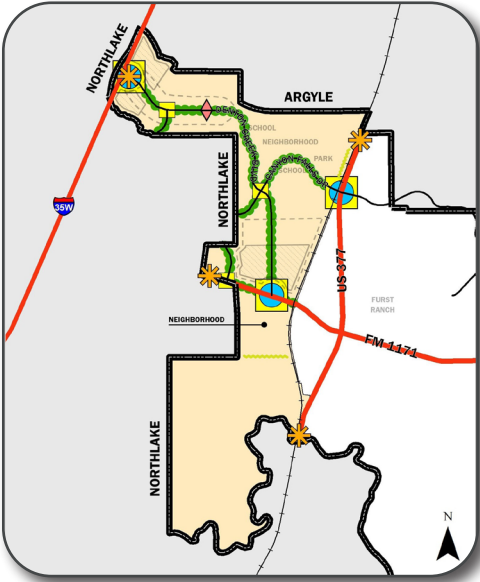


***Engaged residents are one of Flower Mound's most powerful economic assets.***

FloMo Convos are community meetings the Town hosts in order to get feedback on what we are doing well and how we can improve. In the past, there have been FloMo Convos meetings for all residents, as well as targeted installments for specific groups such as students, as well as the development community. The Town has used feedback from these meetings to improve our communications and resources. What the Town continually finds through our outreach efforts is that Flower Mound's residents are highly engaged: they love where they live, are passionate about green space and quality development, and are deeply invested in the Town's future. Recognizing this, it is important to continue to provide avenues for community engagement on economic development issues and help foster a shared vision for the future.

Other important local partners the Town works with are the **Governor's Office of Economic Development and Tourism**, the **Flower Mound Chamber of Commerce** and **Workforce Solutions North Central Texas**, whose mission is to advance business-driven solutions that promote economic growth, opportunity and a skilled workforce. Flower Mound should continue these while identifying other beneficial partnerships to ensure that high quality training and support is available to local businesses.

## GOAL 3. PURPOSEFUL DEVELOPMENT AND REDEVELOPMENT



The Denton Creek District Area Plan is located in the western region of Flower Mound providing great access to major highways in the area.

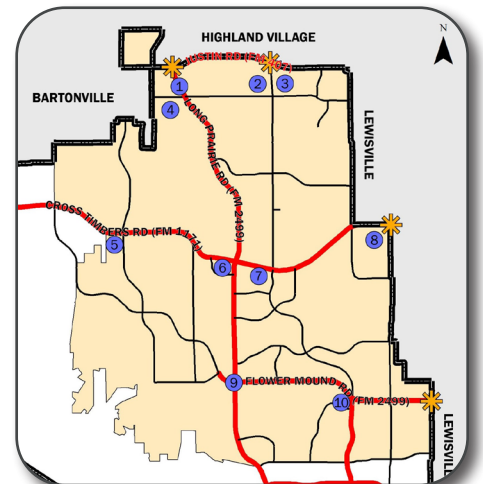
The I-35W corridor near Flower Mound is experiencing rapid development. Increased housing developments in surrounding communities, planned commercial projects, corporate relocations, and the ongoing expansion of Alliance all impact Flower Mound. Planned transportation improvements enhance access and mobility in the area and will further change the competitive landscape. These developments underscore the importance of a forward-thinking approach.

Flower Mound can leverage the development occurring along I-35W to explore various development types to the west within the **Denton Creek Area Plan**. With the surrounding population growth, proposed mixed-use developments and retail projects can provide residents with increased access to amenities and retail outlets. Balancing the need for additional development with the preservation of the Town’s

character requires intentional development within approved areas, including **Furst Ranch** and **Monarch**. These, as well as other existing mixed use sites such as **Lakeside** and the **River Walk**, present opportunities to enhance Flower Mound’s tax base with additions like Class A office space, expansion of medical opportunities, and increased retail options. By taking an active role, Flower Mound can secure a prosperous and balanced future.

***Redevelopment of aging retail areas offers a chance to modernize the Town’s commercial core.***

In addition to new development, redevelopment in the **Long Prairie District** on the eastern side of Town also presents an exciting opportunity. Many of the big-box retail sites in this

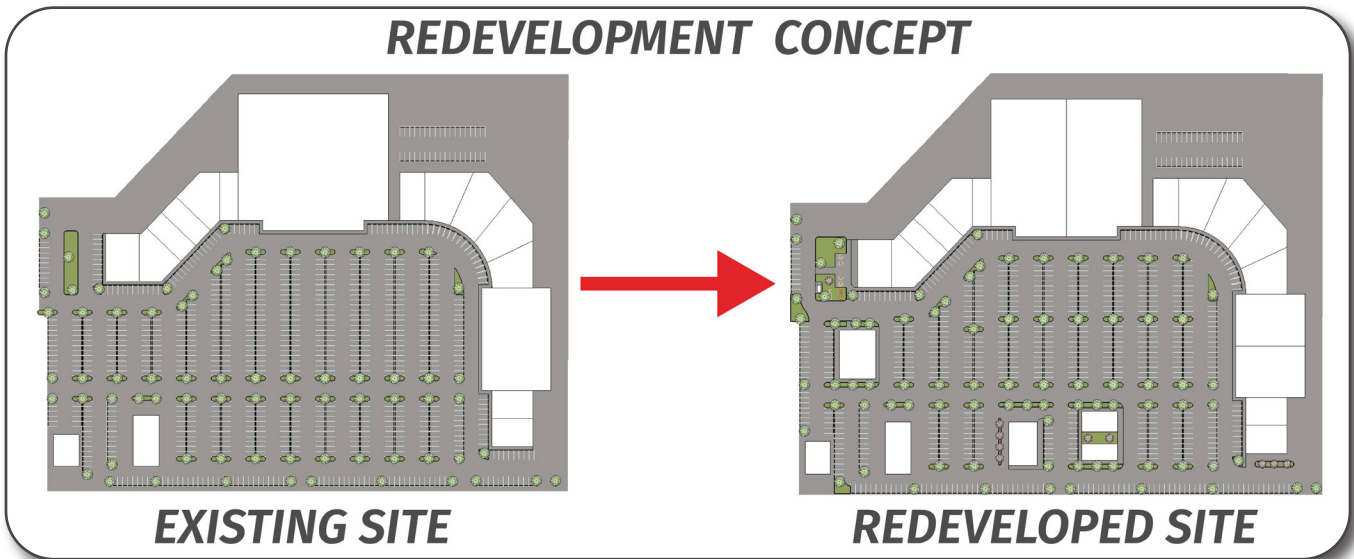
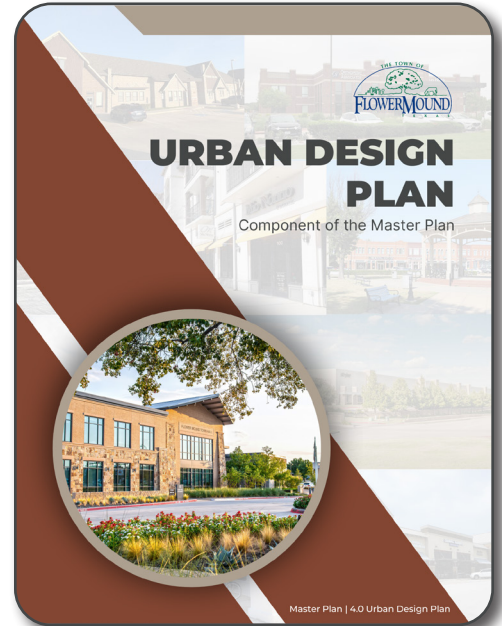


The Long Prairie District is located in the core of Flower Mound which includes most of the Town’s retail centers and housing.

area were developed in the 1990s and 2000s, and the Town has already begun to see some of these transition to other uses, such as health care and gyms, as well as divide into smaller spaces. With the large e-commerce market that has developed within the last several years, while retailers still want a brick and mortar presence, it is oftentimes smaller than what was needed when existing shopping centers were originally developed. As the Town’s shopping centers age and shopping trends change, opportunities to redevelop with a wider variety of uses and creation of new social gathering spots may exist to fuel a diverse market.

As noted in the [Urban Design Plan](#) within the Master Plan, any future redevelopment of large retail centers should prioritize:

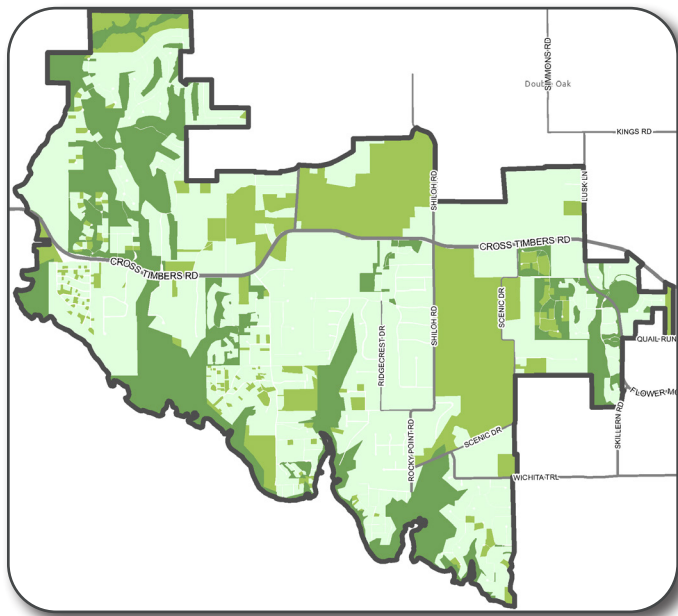
- Design strategies to strengthen the viability of existing activity centers and associated amenity areas,
- Improvements to the physical environment, including bringing landscaping up to current standards and utilizing native plantings, and
- Safety and walkability enhancements throughout the development and connections to nearby populations.



*A redeveloped site could include reductions to parking, new or modified tenant space, additional landscaping treatments, reduced curb cuts, and various amenity enhancements.*

## GOAL 4. INVESTMENT IN QUALITY PLACEMAKING AND ASSOCIATED INFRASTRUCTURE

Flower Mound’s commitment to preserving its natural resources and enhancing its community amenities is essential to the Town’s identity. By preserving the open space that characterizes the **Cross Timbers Conservation Development District**, the Town is able to distinguish itself within the region. Further investment in outdoor recreation (parks, trails, and lake access) is instrumental in attracting residents and businesses.



The Cross Timbers Conservation Development District (CTCDD) is predominantly residential and seeks to preserve natural systems of the Cross Timbers ecological region through dedicated conservation areas (shown here in dark green).

In addition, outdoor events at public gathering places help introduce the community to a broader public while meeting the needs of residents. Additional amenities, entertainment options, and creation of public gathering spaces are a high priority for the Town’s residents.

**Amenities, parks, and gathering spaces drive long-term prosperity.**

Flower Mound can also capitalize on development along I-35W to attract high quality and destination-oriented tenants. Cultivating relationships with the retail development community and marketing sites in and adjacent to **Furst Ranch** and **Monarch** are clear priorities. Aligning incentive policies with the Town’s de facto expansion will bolster efforts in **authentic and high quality placemaking**.

Continued investment in roads and utilities to support new developments is essential. Doing so not only manages long-term costs but also improves mobility within Flower Mound, mitigating potential impacts of future growth. This approach ensures that Flower Mound evolves sustainably, meeting resident needs while maintaining its distinctive suburban character and natural environment.

## FINAL SUMMARY

The Town of Flower Mound occupies a unique position in the Dallas-Fort Worth Metroplex. More than a suburb, it has established itself as a distinctive community known for its family-friendly quality of life, excellent schools, abundance of green space, and vibrant neighborhoods. Its strategic location near major highways and Dallas Fort Worth International Airport (DFW) makes it attractive for residents and businesses, while its commitment to safety and community connection continues to draw families and professionals alike. As the Town's population grows and the surrounding areas develop, Flower Mound's future rests on an approach to growth that aligns with the community's values and aspirations.

Currently, the Town's tax burden falls disproportionately on residential properties. Through strategic recruitment and incentivization of high-quality businesses with elevated economic returns, it is the Town's goal to alleviate the tax burden on residents while fostering economic resilience.

Thoughtful and strategic development and redevelopment of key areas within the Town can help preserve its character while capitalizing on economic opportunities. With significant residential and commercial developments occurring along the I-35 corridor, Flower Mound has a unique opportunity to attract high-quality projects that resonate with the Town's values. Successfully leveraging these opportunities requires a clear vision supported by strategic investment. Collaboration between the Town and local stakeholders, as well as infrastructure improvements to support sustainable growth patterns, will be essential.

Developments that focus on Class A office space and retail are an integral part of this plan. Those developments should be supported by the surrounding residential components and community amenities. The success of Lakeside's mixed-use development in south Flower Mound serves as a model for other mixed-



*Lakeside International Office Center is Flower Mound's first Class A offices established in 2020 with approximately 138,500 SF of leasable space between two buildings.*

use projects. By focusing this type of development in specific areas such as Furst Ranch, vibrant hubs can be created without disrupting the integrity of existing neighborhoods.



*A view of the River Walk's Restaurant Row containing 23,570 square feet of restaurant space. The development includes a mix of uses such as retail, office, residential, hotels, and event spaces.*

Mixed-use developments are also needed to support the Town's target industries, professional services, education, and healthcare, which offer high-paying jobs to residents and present an opportunity to reduce commutes. By leveraging these sectors to attract commercial Class A office space, new developments can be aligned with the Town's character and the educational and income levels of its residents. Further, given the Town's strategic location and existing healthcare and education assets, it is well-positioned to establish a medical district that leverages its strengths and promotes sustainable economic growth.

To sustain Flower Mound's momentum and ensure a prosperous future, the Town must continue to balance thoughtful planning with proactive investment. By strengthening partnerships, prioritizing infrastructure that supports mixed-use and commercial growth, and aligning land-use decisions with long-term fiscal health, Flower Mound can cultivate vibrant districts that enhance quality of life while diversifying the tax base. With a clear strategic vision and a commitment to preserving the community's character, the Town is well-positioned to achieve resilient, sustainable growth that benefits residents and businesses for generations to come.

## REFERENCES

“Annual Growth Profile Report.” Town of Flower Mound, [www.flowermound.gov/1941/Annual-Growth-Report](http://www.flowermound.gov/1941/Annual-Growth-Report).

“Top 25 Best Places to Live in the Southwest.” Livability, <https://livability.com/topics/where-to-live-now/top-25-best-places-to-live-in-the-southwest/>.

(1)

(2)

(3) “Best Cities for Education: 10 Cities Giving Students a Smart Start.” Livability, <https://livability.com/topics/education-careers-opportunity/best-cities-for-education-10-cities-giving-students-a-smart-start/>.

(4) “Annual Comprehensive Financial Report.” Town of Flower Mound, [www.flowermound.gov/775/Annual-Financial-Report](http://www.flowermound.gov/775/Annual-Financial-Report).

(5) CTG Staff. “Furst Ranch Concept Plan.” Cross Timbers Gazette, <https://www.crosstimbersgazette.com/crosstimbersgazette/wp-content/uploads/2021/01/Furst-Ranch-map-1-21-1068x1345.jpg.webp>.

(6) CTG Staff. “Rendering of Monarch Development.” Cross Timbers Gazette, <https://www.crosstimbersgazette.com/crosstimbersgazette/wp-content/uploads/2025/01/Monarch-1068x534.jpg.webp>.

(7) “U.S. Bureau of Labor Statistics.” Occupational Employment and Wage Statistics, <https://www.bls.gov/oes/>.



# ECONOMIC DEVELOPMENT PLAN

Component of the  
Master Plan

# 2026



## TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

---

**DATE:** May 18, 2026

**FROM:** Chuck Russell, Principal Planner

**ITEM:** Consider a request for a Subdivision Site Plan (SSP25-0007 – Solinski Enterprises) to approve infrastructure for a non-residential subdivision with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located south of Spinks Road and west of Gerault Road. (PZ recommended approval by a vote of 6 to 0 at its May 11, 2026, meeting.)

---

### BACKGROUND:

- Size – Approximately 5.17 acres
- Zoning – Planned Development District No. 170 (PD-170) with Campus Industrial District (CI) uses
- SMARTGrowth – Passed
- Traffic Analysis – Passed with zoning
- Exceptions:
  - Driveway Spacing Exception – The applicant is proposing a driveway connection on Spinks Road that will be approximately 114 feet rather than 250 feet from the nearest driveway to the east. There is an existing westbound left turn lane that would serve the proposed driveway. Truck traffic is required to approach the site from the east and not utilize Spinks Road from the west. The proposed driveway will facilitate west bound truck traffic.
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)
- [Planning and Zoning Commission Attachments Link](#)

**BOARD REVIEW/CITIZEN FEEDBACK:** The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its May 11, 2026, meeting.

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

### ATTACHMENTS:

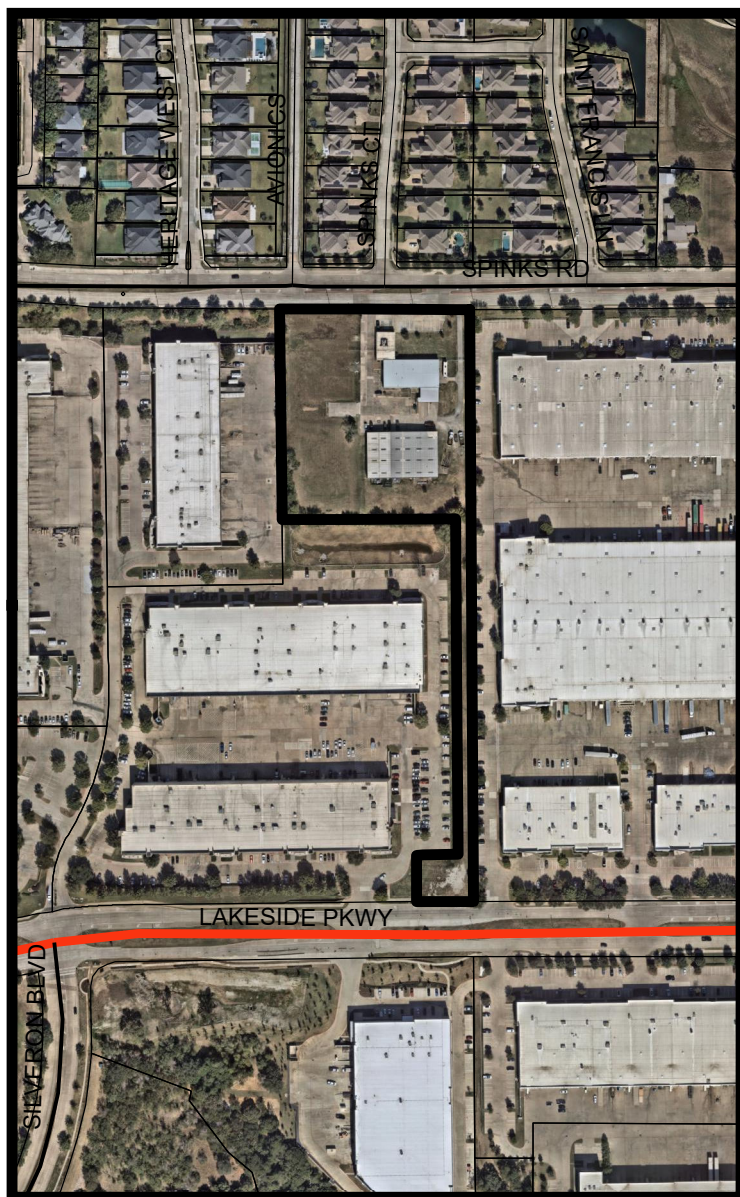
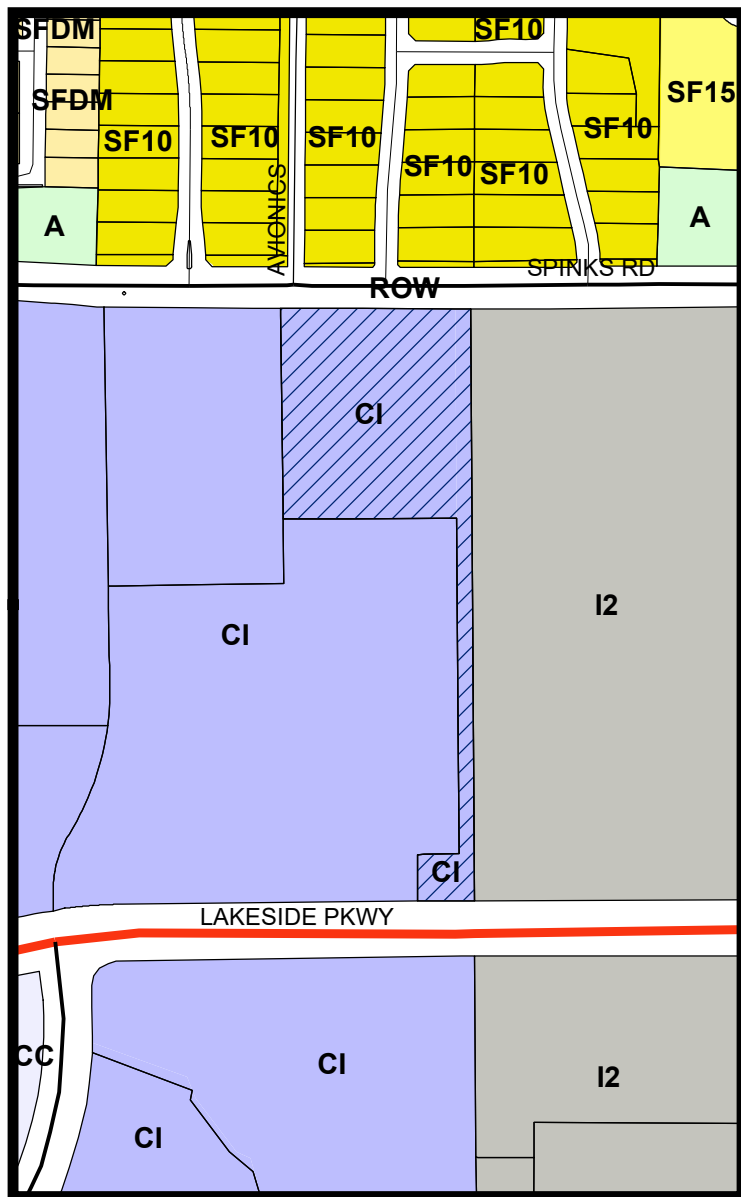
1. Zoning & Aerial Map
2. Letter of Intent

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



# Vicinity Map

SSP25-0007: Solinski Enterprises



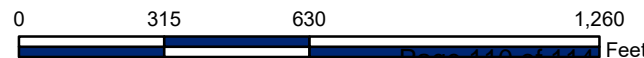
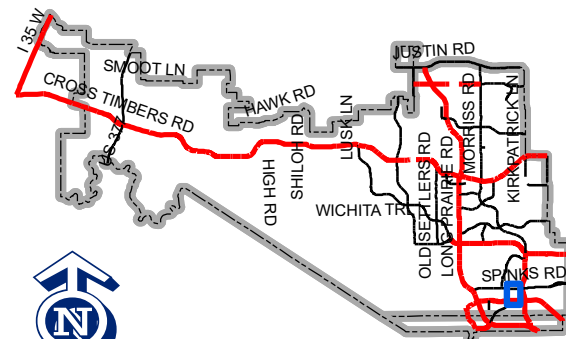
## LEGEND

- Agriculture
- Campus Commercial
- Campus Industrial
- Industrial 2
- Single Family 10
- Single Family 15
- Single Family Density Medium

Subject Property

Visit [www.fmdevmap.com](http://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



May 1, 2026

Mr. Chuck Russell, AICP  
Principal Planner  
Planning Services Division  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, Texas 75028

Re: Subdivision Site Plan Letter of Intent  
1401 Spinks Road

Dear Mr. Russell:

I am requesting approval of an Subdivision Site Plan for the Solinski Enterprise property to allow platting of the existing undeveloped tract and the existing commercial development at 1401 Spinks Road in Flower Mound, Texas. We are also requesting an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The site was purchased from Solinski Enterprise. The 5.2-acre property is currently platted and zoned as Planned Development No. 170.

I look forward to working with you on approval of this application. Please let me know what comments and/or questions you may have.

Sincerely,

A handwritten signature in blue ink that reads "Daniel Stewart". The signature is written in a cursive, flowing style.

Daniel Stewart, P.E.  
Development Engineering Consultants, LLC



## TOWN COUNCIL AGENDA L.1. BOARDS/COMMISSIONS

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**DATE:** May 18, 2026  
**FROM:** Traci Henderson, Town Secretary  
**ITEM:** Consider a nomination letter to the Denco Area 9-1-1 District Board of Managers.

---

**BACKGROUND:** (1) The Denco Area 9-1-1 District is now accepting nominations for one of the two Board of Managers positions appointed by participating municipalities within the district. For a nomination to be considered, written notice of council action must be received by Denco no later than 5:00 p.m. on May 29, 2026.

(2) On June 1, 2026, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. The written notice of the council's selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on July 31, 2026. No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee. This is a two-year term beginning October 1, 2026.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** Take no action and allow other municipalities to participate in the selection process.

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. Nomination Letter
2. Denco Resolution Defining Procedure

**DRAFT MOTION:** Move to submit \_\_\_\_\_ as a nominee to be considered to serve on the Denco Area 9-1-1 District Board of Managers.



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## Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, Texas 75067  
Phone: 972-221-0911 • Fax 972-420-0709 • Denco911.gov

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TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions  
FROM: Gregory S. Ballentine, Executive Director  
DATE: April 1, 2026  
RE: Nomination for the Denco Area 9-1-1 District Board of Managers

Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district.” The enclosed resolution describes the appointment process of a municipal representative.

Each year on September 30<sup>th</sup>, the term of one of the two members appointed by participating municipalities expires.

Denco requests the following actions by the governing bodies of each of the 32 municipalities in the district:

1. **Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. Nominees are historically current or former elected officials in the district; however, there are no official prerequisites. **For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. May 29, 2026.** No nominations shall be considered after that time.
2. **Future Action (Vote):** On June 1, 2026, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. **Written notice of the council’s selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on July 31, 2026.** No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.
3. **Process Closure (Results):** The candidate with the most votes will be the municipalities’ representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2026.

Please send a copy of your council’s official action and candidate résumé to the **Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067** or to Melinda Camp at [melinda.camp@denco911.gov](mailto:melinda.camp@denco911.gov). Denco staff will acknowledge receipt and sufficiency of the submitted documents. **If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Camp at 972-221-0911.** As a courtesy, Denco will provide notification of your council’s action to the nominee.

Thank you for your support of the Denco Area 9-1-1 District.

Enclosure

**DENCO AREA 9-1-1 DISTRICT**

**RESOLUTION**

**DEFINING PROCEDURE FOR APPOINTMENT OF PARTICIPATING MUNICIPALITIES' REPRESENTATIVE TO THE DISTRICT BOARD OF MANAGERS**

**WHEREAS**, this resolution shall take the place of Resolution 1999.02.04.R01 by the same title; and

**WHEREAS**, Chapter 772, Texas Health and Safety Code provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district."; and

**WHEREAS**, each member serves a term of two years beginning on October 1<sup>st</sup> of the year member is appointed; and

**WHEREAS**, one member representing participating municipalities is appointed each year.

**NOW, THEREFORE BE IT RESOLVED BY THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS:**

The procedure for participating municipalities to appoint a representative to the Denco Area 9-1-1 District Board of Managers shall be the following:

1. **Nominate Candidate:** Prior to April 1<sup>st</sup> of each year, the executive director shall send a written notice to the mayor of each participating municipality advising that nominations are being accepted until May 31<sup>st</sup> of that same year, for one of the municipal representatives to the Denco Area 9-1-1 District Board of Managers. The notice shall advise the mayors that for a nomination to be considered, written notification of council action must be received at the Denco office prior to 5:00 p.m. on May 31<sup>st</sup> of that year. No nominations shall be considered after that time.
2. **Vote for Candidate:** On June 1<sup>st</sup> of each year, the executive director shall send written notice to the mayor of each participating municipality, providing the slate of nominees to be considered for appointment to the Denco Area 9-1-1 District Board of Managers for the term beginning October 1<sup>st</sup>. The notice shall advise the mayor that the city/town council shall vote, by resolution from such city/town, for one of the nominees. Written notice of the council's selection must be received at the district office by 5:00 p.m. on July 31<sup>st</sup>. No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.
3. **Tally Votes:** The one nominee with the most votes received by the deadline will be the municipal representative appointed for the two-year term beginning October 1<sup>st</sup>.
4. **Tie Breaker:** If there is a tie between two candidates with the most votes, a runoff election will be held immediately with the candidate receiving the most votes serving the remainder of the term. The incumbent representative shall serve in that position until replaced.

**APPROVED and ADOPTED on this 30<sup>th</sup> day of January 2020.**

  
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Chairman of the Board

  
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Secretary of the Board