

Town Council Regular Meeting



June 15, 2026

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with either a member of Town Council, staff, or consultant, participating by video conference. The public meeting location will be Flower Mound Town Hall, 2121 Cross Timbers Rd, Flower Mound, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flowermound.gov or by calling 972.874.6005 and leaving a message.

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGES

D. PRESENTATION(S)

1. Proclamation- Hometown Hero - Adam Palacios
2. Proclamation - Daughters of the American Revolution (American Revolution Experience)
3. Proclamation of July as Park and Recreation Month

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. Employee Service Recognition
4. ECC Tree Initiative: Acorns to Post Oaks

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

J. CONSENT ITEM(S)

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

1. Minutes 6/1 - Consider approval of the minutes from a regular meeting held on June 1, 2026.
2. Lakeside East Partial Release of Chapter 380 Agreement - Consider approval of (1) a Residential Site Restriction Agreement and (2) a Partial Release of Chapter 380 Agreement between the Town of Flower Mound and FM 2499 Retail Venture, LP, for approximately 11 acres in the Town of Flower Mound.
3. Post Oak Park Improvements Construction Agreement - Consider approval of a Construction Agreement with 2L Construction, LLC for the Post Oak Park Improvements Project, in the amount of \$956,788.20; and authorization for the Mayor to execute same on behalf of the Town.
4. NCTCOG Voting Representative - Consider a Resolution affirming the designation of a voting representative for the North Central Texas Council of Governments.

K. REGULAR ITEM(S)

1. Chinn Chapel Field Conversion Construction Agreement - Consider approval of a Construction Agreement with Paragon Sports Constructors, inc. for the Chinn Chapel Soccer Complex Multipurpose Field Turf Conversion project, in the amount of \$1,521,207.43; and authorization for the Mayor to execute same on behalf of the Town.
2. ZPD26-0002 - Lowe's Outdoor Storage - Public Hearing to consider a request for rezoning (ZPD26-0002 - Lowe's Outdoor Storage) to amend Planned Development District-27 (PD-27) with Retail District-2 (R-2) uses and

Commercial District-2 (C-2) uses that is subject to Specific Use Permit 281 (SUP-281) for a Home Improvement Center to amend Specific Use Permit 281 (SUP-281) to allow for outdoor sales, display and storage; both temporary and permanent. The property is generally located east of Long Prairie Road and south of Justin Road. (PZ recommended approval by a vote of 4 to 2 at its June 8, 2026, meeting.)

L. WORK SESSION ITEM

1. Town Council Budget Work Session #3

M. BOARDS/COMMISSIONS

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

1. Denco 9-1-1 Board of Managers - Consider approval of a resolution casting the vote of the Town of Flower Mound, Texas, for the election of the Denco Area 9-1-1 District Board of Managers.

N. CLOSED MEETING

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

1. **Section 551.071: Consultation with Town Attorney**
Consultation with Town Attorney.
 - a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas
 - b. Town Sign Regulations
 - c. Texas Local Government Code, Chapter 229
 - d. 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, Planning and Zoning Commission, and Fire and Emergency Medical Services.

4. **Section 551.087: Deliberation Regarding Economic Development Negotiations**

Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

O. RECONVENE

P. ADJOURN

I do hereby certify that the notice of above meeting for the Town of Flower Mound was posted at Town Hall, Town of Flower Mound, Texas, and on the Town's website in compliance with Chapter 551, Texas Government Code on June 9, 2026, by 5:00 p.m.

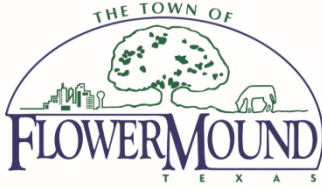
Traci Henderson, Town Secretary

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 Regular Meeting



June 1, 2026

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

Cheryl Moore, Mayor
Adam Schiestel, Mayor Pro Tem
Brian Taylor, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Janvier Werner, Councilmember Place 4
Clare Harris, Councilmember Place 5

Town Council member(s) absent:

Town Staff present:

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

B. INVOCATION

Chaplain Speight gave the invocation.

C. PLEDGES

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

D. PRESENTATION(S)

There were no items for this category.

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.

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- 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

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

	Speaker name and municipality	Subject (as written on the form)
1.	Jason Hsiao	Standing together for responsible planning on Quail Run Road

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
There were announcements from the Mayor or Council members regarding:

Mayor Moore:
Denton County India Cultural Association Free Modern Medical Clinic, 3611 Morriss Road, Saturday, June 6th, 8:30 a.m. to 1:00 p.m.

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. Tree Rebate Program Update

Town Manager, James W. Childers provided an update/report regarding:

Success of the program and expenditure/award of all funds.

Jake Speckels, Urban Forester, shared the number of applications received and

average caliper of trees planted.

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).

Chris Drew:

Flexibility with budget funds for tree replanting for considered use for post oak tree planting/replanting. Town Manager, James Childers, to bring information to the Town Council at the June 15 Council meeting.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all Council members plan to be in attendance at the following meetings except for:

Adam Schiestel will not be in attendance at the June 15 meeting.

1. June 11 - Work Session
2. June 15 - Regular Meeting
3. July 6 - Regular Meeting

J. CONSENT ITEM(S)

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

ACTION: Adam Schiestel moved to approve consent agenda items 1 thru 9 as presented. Chris Drew seconded the motion.
AYES: Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor, Clare Harris
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

1. Minutes 5/13 - Consider approval of the minutes from a special meeting held on May 13, 2026.
2. Minutes 5/18 - Consider approval of the minutes from a regular meeting held on May 18, 2026.

3. Minutes 5/21 - Consider approval of the minutes from a work session held on May 21, 2026.
4. Speed Limit Ordinance Clean Up - Consider approval of an ordinance amending Exhibit A of Ordinance 48-21, Speed Limit Ordinance Clean up, in order to add new Residential Streets and various other clean up items.

ORDINANCE NO. 16-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 66, "TRAFFIC AND VEHICLES," ARTICLE V, "SPEED LIMITS" OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SECTION 66-214(B) TO AMEND EXHIBIT A, "LIST OF ENUMERATED STREETS" TO ESTABLISH A PRIMA FACIE MAXIMUM SPEED LIMIT WHICH IS REASONABLE AND SAFE ON PORTIONS OF CERTAIN ROADWAYS IN THE TOWN BY ADDING SIXTY-TWO STREETS; BY REMOVING FOUR REDUCED SCHOOL ZONE SPEED LIMITS; BY REMOVING TWO STREETS; BY CHANGING THE STREET NAME OF FIVE STREETS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

5. Design PSA - Justin Road Trail Improvements - Consider approval of Professional Services Agreement with Nathan D. Maier Consulting Engineers, Inc., for the design services associated with the Justin Road Trail Improvements Project, in the amount of \$108,473.00; and authorization for the Mayor to execute same on behalf of the Town.
6. Water Storage Tank Cleaning and Inspection Service Contract - Consider approval of a Water Storage Tank Inspection and Cleaning Services contract with Texas Tank Services, in the amount of \$31,000 annually through NCTCOG TXShare Contract No. 2024-135. The contract is for one year with three one-year renewal options.
7. Vehicle purchase for Public Works Streets Division - Consider approval of the purchase of a 2026 Ford F-250 Crew Cab 4X4 from Sam Pack's Five Star Ford through BuyBoard Contract #724-23 for the Streets Division in the total amount of \$56,591.23.
8. Elite Chef Competition Fundraiser - Consider approval of the consumption of alcohol at the Flower Mound Senior Center during the 2026 Elite Chef Fundraiser.

9. Easement Abandonment Long Prairie Rd / Spinks Rd - Consider approval of an ordinance of the Town of Flower Mound, Texas, providing for the abandonment and release of the Town's interest in an easement previously granted to the Town for the construction and maintenance of a water line.

ORDINANCE NO. 17-26

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ABANDONMENT AND RELEASE OF THE TOWN'S INTEREST IN A PERMANENT RIGHT-OF-WAY EASEMENT PREVIOUSLY GRANTED TO THE TOWN BY JOSEPH B. COKER AND WIFE, DOROTHY D. COKER, AS RECORDED IN VOLUME 532, PAGE 54, DEED RECORDS, DENTON COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE AND SIGN ALL DOCUMENTS RELEASING THE EASEMENT TO THE OWNERS OF THE FEE ESTATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

K. REGULAR ITEM(S)

1. Certificates of Obligation - Consider approval of an ordinance authorizing the issuance of Certificates of Obligation, Series 2026, for an amount not to exceed \$35,265,000.00, for the purpose of paying for street, waterworks and sewer system improvements and fire-fighting facilities, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

Julie Taylor, Director of Treasury Operations, presented agenda items K.1 and K.2 together, identifying or noting:

Timeline; Certificates of Obligation funding; General Obligation Improvement and funding; refunding bonds; and projects included.

Michael Martin, Financial Analyst, Hilltop Securities Inc. gave a presentation identifying or noting:

Market conditions/overview, and Town's budget rating.

Town Council, representatives and staff discussed resident participation options for the bond sale.

ACTION: Chris Drew moved to approve K.1 as presented. Brian Taylor seconded the motion.

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

NAYS: None

ABSTAIN: None
RESULT: 5 : 0

ORDINANCE NO. 18-26

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2026”; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE TOWN AND A LIMITED PLEDGE OF THE NET REVENUES DERIVED FROM THE OPERATION OF THE TOWN’S WATERWORKS AND SEWER SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SUCH CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY AND DELIVERY OF SAID CERTIFICATES OF OBLIGATION; DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID CERTIFICATES TO AN AUTHORIZED TOWN OFFICIAL; AND PROVIDING AN EFFECTIVE DATE.

2. General Obligation Improvement and Refunding Bonds - Consider approval of an ordinance authorizing the issuance of General Obligation Improvement and Refunding Bonds, Series 2026, for an amount not to exceed \$18,870,000.00 for the purpose of funding improvements to streets, park and recreation facilities, including trail system improvements, parks, sports fields and the renovation and expansion to the Community Activity Center, and \$24,085,000.00 for purposes of the refunding of certain outstanding bonds, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

This item was presented with item K.1.

ACTION: Chris Drew moved to approve K.2 as presented. Brian Taylor seconded the motion.
AYES: Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor, Clare Harris
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

ORDINANCE NO. 19-26

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “TOWN OF FLOWER MOUND, TEXAS, GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2026”; LEVYING A CONTINUING DIRECT ANNUAL AD

VALOREM TAX FOR THE PAYMENT OF SAID BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF SAID BONDS; AND DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID BONDS TO AN AUTHORIZED TOWN OFFICIAL.

3. School Zone FM 1171 - Consider approval of an ordinance amending Exhibit A of Ordinance 48-21, Speed Limit Ordinance, in order to add a new reduced school speed zone on FM 1171 from Flower Mound Road to Saddlewood Drive.

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

Vicinity map; reason for request; TxDOT School Zone map; Trotter Park map; school zone pros and cons; and Trotter Park pros and cons.

Town Council and staff discussed school zone beginning and ending points; flashing programming responsibility; alternative routes; costs associated; crosswalk; area of concern; park construction length of time; park completion addresses pedestrian traffic concern; traffic cueing; who is requesting; solution options; location incident history; extra enforcement options; and staff to work with school to improve pick up and drop off times/locations.

ACTION: Adam Schiestel moved denial of item 3. Brian Taylor seconded the motion.
AYES: Janvier Werner, Adam Schiestel, Brian Taylor
NAYS: Chris Drew, Clare Harris
ABSTAIN: None
RESULT: 3 : 2

4. Construction Award - Timber Valley Dr and Fairfield Ln Reconstruction - Consider approval of a Construction Agreement with DDM Construction Corporation for the Timber Valley Dr and Fairfield Ln Reconstruction project, in the amount of \$4,041,249.00; and authorization for the Mayor to execute same on behalf of the Town.

David Brockway, Senior Project Engineer, gave a presentation identifying or noting:

Arial map; infrastructure age; project details; bid results; and project schedule.

Town Council and staff discussed another project in the area and reference checks.

ACTION: Brian Taylor moved to approve K.4 as presented. Janvier Werner seconded the motion.
AYES: Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor, Clare Harris
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

5. Dog Gun Investments, LLC 380 Agreement - Public Hearing to consider approval of a Chapter 380 Agreement with Dog Gun Investments, LLC for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.

Ray Watson, Director of Economic Development, gave a presentation identifying or noting:

Project location, agreement; and tree protection.

Town Council and staff discussed tree size; sales tax financial impact; history of project sight; tree fencing; and possible tree award in the fall.

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

ACTION: Adam Schiestel moved to approve K.5 as presented. Clare Harris seconded the motion.
AYES: Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor, Clare Harris
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

L. WORK SESSION ITEM

1. Town Council Budget Work Session #1

Town Manager, James W. Childers introduced the item.

John Zagurski, Chief Financial Officer, gave a presentation identifying or noting:

Superior Quality of Life recognized; value of service; maintaining low cost of services through technology, transparency and communication, staffing levels, asset maintenance, and revenue diversification.

Mr. Childers spoke about steps taken toward greater fiscal responsibility in the last five years and how service levels factor in and revenue limitations and the design of Senate Bill 2 for residents to validate costs of service.

Mr. Zagurski spoke to anticipated inflation by the legislature; service level expectations; the cost of being the best place to live; sustainability; revenues; property tax changes; expenses; inflationary costs; FY 26/27 budget impacts; revenues - sales tax, fees, and tax rate; expenses - service level decision packages, absorption of non-discretionary cuts, market and merit increases. In addition, redirection of Fire and EMS resources from community outreach and training reductions to essential operations, an increase in administration and jail-related duties and decreased public engagement events for the Police; and for Parks, reactive tree trimming, offline irrigation systems and limited oversight for mowing contracts for public spaces.

Mr. Childers spoke to service levels related to personnel requests and the needs vs wants of the departments, lack of funding, and commitment to finding a solution.

Town Council and staff discussed testifying at the legislature and decisions by design; service delivery; current reduced service levels; TIRZ funds; fee increases; anticipated reduction in levels of service; other cost savings mechanisms considered; Voter Approved Tax Rate Election (VATRE) process; shortfall between what we have and what is required; Arts Center considerations; commercial/retail vacancy rate; future sales tax opportunities; decisions and preparing the community for the service levels impacts; anticipated personnel needs by 2030; options and tax bill comparisons.

M. BOARDS/COMMISSIONS

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

There were no items for this category.

N. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as indicated below. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or

contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the below-referenced items.

Mayor Moore announced that the Town Council is convening into a closed meeting at 8:07p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. **Section 551.071: Consultation with Town Attorney**

Consultation with Town Attorney.

a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas

b. 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.

O. RECONVENE

The Town Council reconvened into the open meeting at 8:28 p.m.; There was no action taken as a result of the closed meeting.

P. ADJOURN

Mayor Moore adjourned the meeting at 8:28 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: June 15, 2026
FROM: Maxine Musuqua, Economic Development Specialist
ITEM: **Consider approval of (1) a Residential Site Restriction Agreement and (2) a Partial Release of Chapter 380 Agreement between the Town of Flower Mound and FM 2499 Retail Venture, LP, for approximately 11 acres in the Town of Flower Mound.**

BACKGROUND:

On [October 6, 2025](#), the Town Council approved a Chapter 380 Agreement (“Agreement”) with FM 2499 Retail Venture, LP (the “Developer”) for the Lakeside East mixed-use project.

The Developer is now requesting that the residential townhome area be removed from the original Agreement because that portion of the property does not receive any financial benefit. This action would occur through a Partial Release of Chapter 380 Agreement (“Partial Release”).

However, several townhome-related provisions were part of the Town’s original consideration for approving the Agreement. To ensure those provisions remain in effect, the Developer is proposing a separate Residential Site Restriction Agreement (“RSRA”). The RSRA would preserve all townhome requirements even after the Partial Release.

Taken together, the Partial Release would remove the townhome property from the Agreement, while the RSRA would maintain the key townhome provisions.

All financial components of the original Chapter 380 Agreement remain intact and are unchanged.

Townhome Provisions:

- **Residential Lots.** The residential area may be divided into individual lots or developed as condominiums. If developed as condominiums, the condominium declaration must be filed with the county before the first building permit is issued.
- **Regulations Regarding Building Products, Materials, or Methods.** The parties agree that the Development constitutes an area of architectural importance and significance. Accordingly, the Town Council designates it as such under Chapter 3000 of the Texas Government Code (“the Code”). In consideration of the mutual covenants in this Agreement and under §3000.002(d) of the Code, the Company voluntarily agrees that all buildings in the Development will comply with the Town’s codes and ordinances, as well as the Lakeside DFW Development Code—including provisions regulating building products, materials, and construction methods. This Section 3.10 runs with the land, binds the Company, and survives expiration or termination of the Agreement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

N/A

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

ATTACHMENTS:

1. FM 2499 Retail Venture - Residential Site Restriction Agreement - 5.20.2026 FINAL
2. FM 2499 Retail Venture - Partial Release of 380 Agreement - 5.20.2026 FINAL
3. FM 2499 Retail Venture - Executed Chapter 380 Agreement 10.6.2025

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

RESIDENTIAL SITE RESTRICTION AGREEMENT

THIS RESIDENTIAL SITE RESTRICTION AGREEMENT (this "Agreement") is executed and entered into as of _____, 2026 (the "Effective Date"), by and between **TOWN OF FLOWER MOUND, TEXAS** ("Town"), and **FM 2499 RETAIL VENTURE, LP**, a Texas limited partnership (and its successors and assigns, "Owner").

W I T N E S S E T H

A. Owner is the owner of that certain tract of land (the "Residential Site") situated in Denton County, Texas, as more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes.

B. Town and Owner (collectively, the "Parties") desire to restrict the development of the Residential Site as set forth in this Agreement.

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

1. Residential Lots. The Residential Site may be divided into individual lots or developed as condominiums, provided, if the residential portion of the property is developed with condominiums, the condominiums declaration shall be filed with the county before the first building permit is issued.

2. Regulations Regarding Building Products, Materials, or Methods. The Parties find that the Residential Site constitutes an area of architectural importance and significance and the Town Council of the Town hereby designates the Residential Site as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained in this Agreement and pursuant to §3000.002(d) of the Code, Owner voluntarily consents that all buildings on the Residential Site shall be built in compliance with the Town's codes and ordinances, and the Lakeside DFW Development Code, including provisions regulating building products, materials and methods.

3. Duration; Modification. This Agreement shall be perpetual, and may not be terminated without the express consent of the Town and the Owner of the Residential Site. Except as otherwise set forth herein, this Agreement may be amended or modified only by an agreement in writing executed and acknowledged by all of Parties. Notwithstanding anything to the contrary contained herein, no breach of this Agreement entitles any Party to cancel, rescind or otherwise terminate this Agreement, but such limitations do not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement.

4. Severability. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

5. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

6. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

7. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens hereof, run with the land and are binding upon and inure to the benefit of the parties and their respective heirs, assigns, successors, and personal representatives.

8. Notices. 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.

Residential Site Owner: FM 2499 Retail Venture, LP
909 Lake Carolyn Parkway, Suite 150
Irving, Texas 75039
Attn: Jimmy Archie and Sam Pan

With a copy to: Kelly Hart & Hallman, LLP
201 Main Street, Suite 2500
Attn: Matthew Luensmann

Town: 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

9. Entire Agreement. This Agreement, and the exhibits attached hereto, contain all the representations and the entire agreement between the parties to this Agreement with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and the exhibits attached hereto.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

TOWN:

TOWN OF FLOWER MOUND

By: _____

Name: _____

Title: _____

STATE OF TEXAS)

)

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, as _____ of the Town of Flower Mound, on behalf of said town.

Notary Public, State of Texas

[Notary Seal]

RETAIL SITE OWNER:

FM 2499 RETAIL VENTURE, LP,
a Texas limited partnership

By: Realty Capital Management, LLC,
a Texas limited liability company,
its manager

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2026, by _____, _____ of Realty Capital Management, LLC, a Texas limited liability company, the manager of FM 2499 RETAIL VENTURE, LP, a Texas limited partnership, on behalf of said entities.

Notary Public, State of Texas

[Notary Seal]

EXHIBIT A

Residential Site

BEING A TRACT OF LAND LOCATED IN THE JAMES H. TANNEHILL SURVEY, ABSTRACT NUMBER 1252, DENTON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, CROSBY ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN DOCUMENT NUMBER 2020-297, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO FM 2499 RETAIL VENTURE, LP, RECORDED IN DOCUMENT NUMBER 2022-48466, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC" IN THE SOUTH RIGHT OF WAY LINE OF SPINKS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), BEING THE MOST WESTERLY NORTHEAST CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF LOT 1, BLOCK A OF SAID CROSBY ADDITION;

THENCE S 00°55'36" W, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD AND ALONG AN EAST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID LOT 1, A DISTANCE OF 325.39 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC", BEING AN INTERNAL ELL CONRER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S 89°04'24" E, ALONG A NORTH LINE OF SAID LOT 2 AND THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.00 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC", BEING AN INTERNAL ELL CORNER OF SAID LOT 2 AND THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE N 00°55'36" E, A DISTANCE OF 338.00 FEET TO AN "X" CUT FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD, BEING A NORTHWEST CORNER OF SAID LOT 2 AND THE NORTHEAST CORNER OF SAID LOT 1;

THENCE S 89°04'22" E, ALONG THE MOST EASTERLY NORTH LINE OF SAID LOT 2 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD, 55.83 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 2 AND IN THE WEST LINE OF LOT 1, BLOCK A, DFW AIRPORT NORTH DISTRIBUTION CENTER II, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN DOCUMENT NUMBER 2015-366, P.R.D.C.T.;

THENCE S 00°17'53" E, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD, ALONG THE EAST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID LOT 1, BLOCK A, DFW AIRPORT NORTH DISTRIBUTION CENTER II, AT A DISTANCE OF 284.36 FEET PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "HALFF", BEING THE MOST WESTERLY

SOUTHWEST CORNER OF SAID LOT 1, BLOCK A, DFW AIRPORT NORTH DISTRIBUTION CENTER II AND THE NORTHWEST CORNER OF LOT 1, BLOCK A, FLOWER MOUND SOUTH SUBSTATION ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET V, SLIDE 786, P.R.D.C.T., AT A DISTANCE OF 684.36 PASSING AN "X" CUT FOUND, BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK A, FLOWER MOUND SOUTH SUBSTATION ADDITION AND THE NORTHWEST CORNER OF LOT 2, BLOCK A OF SAID DFW AIRPORT NORTH DISTRIBUTION CENTER II, AT A DISTANCE OF 960.95 FEET PASSING A MAG NAIL FOUND, BEING THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK A, CROSBY ADDITION, AND CONTINUING IN ALL A TOTAL DISTANCE OF 1035.10 FEET TO A POINT IN THE EAST LINE OF SAID FM 2499 RETAIL VENTURE TRACT, FROM WHICH AN "X" CUT FOUND IN THE NORTH RIGHT-OF-WAY LINE OF LAKESIDE PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY) BEARS S 00°17'53" E, 328.11 FEET, SAID "X" CUT BEING THE SOUTHEAST CORNER OF SAID FM 2499 RETAIL VENTURE TRACT;
THENCE S 89°42'08" W, DEPARTING THE EAST LINE OF SAID FM 2499 RETAIL VENTURE TRACT AND THE WEST LINE OF SAID LOT 2, BLOCK A, DFW AIRPORT NORTH DISTRIBUTION CENTER II, A DISTANCE OF 367.74 FEET TO A POINT;
THENCE N 21°49'47" W, A DISTANCE OF 998.97 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 2, BLOCK A, CROSBY ADDITION, AND THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
THENCE NORTHEASTERLY, AN ARC LENGTH OF 352.97 FEET ALONG THE NORTH LINE OF SAID LOT 2, BLOCK A, CROSBY ADDITION, THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD, AND SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1085.92, A DELTA ANGLE OF 18°37'26", AND A CHORD BEARING OF N 72°52'24" E, A DISTANCE OF 351.42 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 10.578 ACRES (460,768 SQUARE FEET) OF LAND, MORE OR LESS.

After Recording please return to:

John M. Nolan, Esq.
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, TX 75201

PARTIAL RELEASE OF CHAPTER 380 AGREEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, FM 2499 RETAIL VENTURE, LP, a Texas limited partnership ("FM 2499 Owner") is the owner of the land described and depicted on Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, on or about October 6, 2025, a Chapter 380 Agreement ("Agreement") was executed by and between Owner and Town of Flower Mound, Texas ("Town"), recorded October 10, 2025, recorded as Clerk's File No. 2025-114558, Real Property Records, Denton County, Texas; and

WHEREAS, the Agreement encumbers the Property as more particularly described therein; and

WHEREAS, Owner has entered into a Sale, Purchase and Sale Agreement with Greystar Development Central, LLC, a Delaware limited liability company, its successors and assigns ("Purchaser"); and

WHEREAS, in connection with the conveyance of a portion of the Property, Owner and Purchaser, requires the release of the Agreement as to such portion of the Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town does hereby release and discharge any encumbrance or obligation, if any, with respect to the Agreement, solely with respect to the real property described on Exhibit B attached hereto (and depicted as Lot 2), and for no other tracts or parcels of the Property.

(The balance of this page is intentionally left blank.)

Executed the _____ day of _____, 2026.

TOWN:

TOWN OF FLOWER MOUND,

By: _____

Name: _____

Title: _____

STATE OF TEXAS)

)

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, as _____ of the Town of Flower Mound, on behalf of said town.

Notary Public, State of Texas

[Notary Seal]

EXHIBIT A

(The description and depiction of the Property follows this cover page.)

EXHIBIT B

(Released Property)

BEING A TRACT OF LAND LOCATED IN THE JAMES H. TANNEHILL SURVEY, ABSTRACT NUMBER 1252, DENTON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, CROSBY ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN DOCUMENT NUMBER 2020-297, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO FM 2499 RETAIL VENTURE, LP, RECORDED IN DOCUMENT NUMBER 2022-48466, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC" IN THE SOUTH RIGHT OF WAY LINE OF SPINKS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), BEING THE MOST WESTERLY NORTHEAST CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF LOT 1, BLOCK A OF SAID CROSBY ADDITION;

THENCE S 00°55'36" W, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD AND ALONG AN EAST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID LOT 1, A DISTANCE OF 325.39 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC", BEING AN INTERNAL ELL CONRER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE S 89°04'24" E, ALONG A NORTH LINE OF SAID LOT 2 AND THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.00 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC", BEING AN INTERNAL ELL CORNER OF SAID LOT 2 AND THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE N 00°55'36" E, A DISTANCE OF 338.00 FEET TO AN "X" CUT FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD, BEING A NORTHWEST CORNER OF SAID LOT 2 AND THE NORTHEAST CORNER OF SAID LOT 1;

THENCE S 89°04'22" E, ALONG THE MOST EASTERLY NORTH LINE OF SAID LOT 2 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD, 55.83 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 2 AND IN THE WEST LINE OF LOT 1, BLOCK A, DFW AIRPORT NORTH DISTRIBUTION CENTER II, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN DOCUMENT NUMBER 2015-366, P.R.D.C.T.;

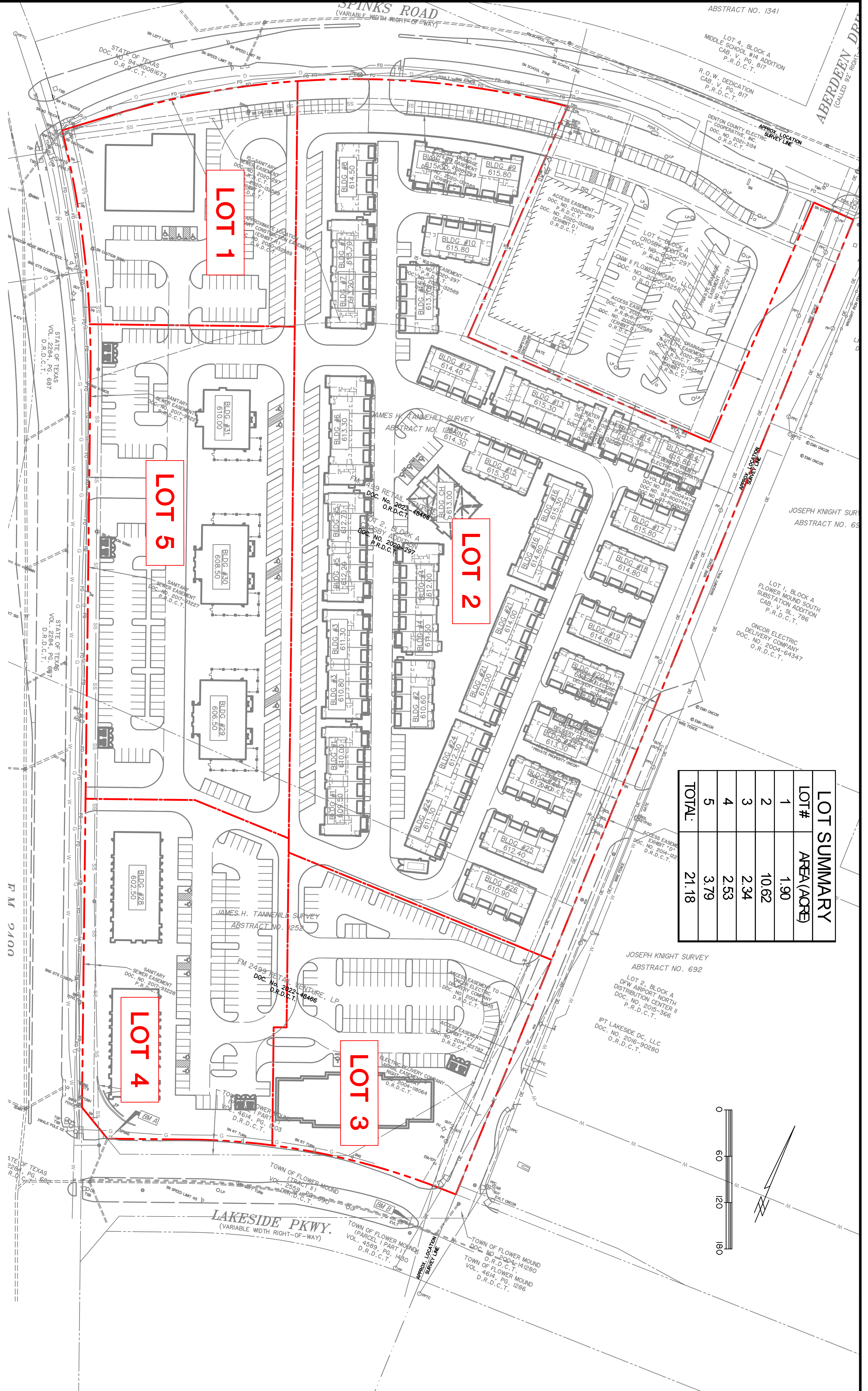
THENCE S 00°17'53" E, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD, ALONG THE EAST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID LOT 1, BLOCK A, DFW AIRPORT NORTH DISTRIBUTION CENTER II, AT A DISTANCE OF 284.36 FEET PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "HALFF", BEING THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 1, BLOCK A, DFW AIRPORT NORTH DISTRIBUTION CENTER II AND THE NORTHWEST CORNER OF LOT 1, BLOCK

A, FLOWER MOUND SOUTH SUBSTATION ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET V, SLIDE 786, P.R.D.C.T., AT A DISTANCE OF 684.36 PASSING AN "X" CUT FOUND, BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK A, FLOWER MOUND SOUTH SUBSTATION ADDITION AND THE NORTHWEST CORNER OF LOT 2, BLOCK A OF SAID DFW AIRPORT NORTH DISTRIBUTION CENTER II, AT A DISTANCE OF 960.95 FEET PASSING A MAG NAIL FOUND, BEING THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK A, CROSBY ADDITION, AND CONTINUING IN ALL A TOTAL DISTANCE OF 1035.10 FEET TO A POINT IN THE EAST LINE OF SAID FM 2499 RETAIL VENTURE TRACT, FROM WHICH AN "X" CUT FOUND IN THE NORTH RIGHT-OF-WAY LINE OF LAKESIDE PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY) BEARS S 00°17'53" E, 328.11 FEET, SAID "X" CUT BEING THE SOUTHEAST CORNER OF SAID FM 2499 RETAIL VENTURE TRACT;

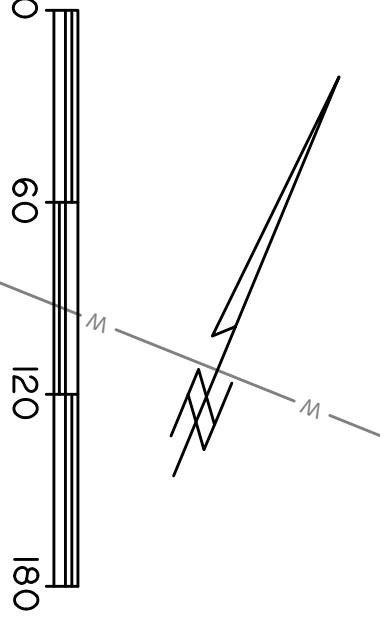
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THENCE N 21°49'47" W, A DISTANCE OF 998.97 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 2, BLOCK A, CROSBY ADDITION, AND THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 352.97 FEET ALONG THE NORTH LINE OF SAID LOT 2, BLOCK A, CROSBY ADDITION, THE SOUTH RIGHT-OF-WAY LINE OF SAID SPINKS ROAD, AND SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1085.92, A DELTA ANGLE OF 18°37'26", AND A CHORD BEARING OF N 72°52'24" E, A DISTANCE OF 351.42 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 10.578 ACRES (460,768 SQUARE FEET) OF LAND, MORE OR LESS.



LOT SUMMARY	
LOT#	AREA (ACRES)
1	1.90
2	10.62
3	2.34
4	2.53
5	3.79
TOTAL:	21.18



SHEET NO.
 WIER & ASSOCIATES, INC.
 DATE: 1/26/2026
 WA# 25129

PRELIMINARY PLANS FOR PROJECT REVIEW. NOT FOR CONSTRUCTION. BIDDING OR PERMIT PURPOSES. Under Direct Supervision of Roman V. Zolov, P.E., No. 49305, Exp. Date Shown Below.

LOT EXHIBIT

LAKESIDE EAST
 LOTS 1-5, BLOCK A
 LAKESIDE EAST ADDITION
 FLOWER MOUND, TEXAS

NO.	DATE	DESCRIPTION

PREPARED BY:
WIER & ASSOCIATES, INC.
 ENGINEERS SURVEYORS LAND PLANNERS
 2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006
 5151 HEADQUARTERS DR., SUITE 115 PLANO, TEXAS 75024
 Texas Firm Registration No. F-2776 www.WierAssociates.com (817)-467-7700
 COPYRIGHT © WIER & ASSOCIATES, INC.



VG-19-2025-114558

Denton County
Juli Luke
County Clerk

Instrument Number: 114558

Real Property Recordings
AGREEMENT

Recorded On: October 10, 2025 10:46 AM

Number of Pages: 21

" Examined and Charged as Follows: "

Total Recording: \$105.00

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

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

File Information:

Document Number: 114558
Receipt Number: 20251010000250
Recorded Date/Time: October 10, 2025 10:46 AM
User: Jennifer F
Station: Station 25

Record and Return To:

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



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**CHAPTER 380 AGREEMENT
BETWEEN THE TOWN OF FLOWER MOUND
AND
FM 2499 RETAIL VENTURE, LP**

This Chapter 380 Agreement ("**Agreement**") is made and entered into by and between the Town of Flower Mound, Texas ("**Town**"), and FM 2499 Retail Venture, LP, a Texas partnership ("**Company**"), for the purposes and considerations stated below. 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 mixed-use development consisting of hotel, restaurant, retail shopping, and office uses on property within the Town; and

WHEREAS, the Town seeks to incentivize the development; and

WHEREAS, the Town possesses the 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 assist 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," and "Party" shall have the meanings provided above.

"Affiliate" means an entity owned or controlled by Realty Capital Management, LLC, which is the manager of Company, or an entity owned or controlled by Jimmy Archie, who is an owner and controlling Principal of Realty Capital Management, LLC..

“Building Final” means the approval of the final inspection issued by the Town certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish out for a specific tenant.

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

“CO Date” means the latter of (i) the date when the Hotel has received a Certificate of Occupancy, and (ii) the date when the first Retail Center has received a Building Final.

“Company Records” has the meaning as described in Section 3.9.

“Completion of Construction” means that the Town has issued a Certificate of Occupancy for the Hotel.

“Development” means the development to be known as Lakeside East, consisting of the Hotel, Restaurants, Retail, townhomes, and surface parking, as shown on Exhibit A, as well as the infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed in conjunction with the Development, to be constructed on Lot 2, Block A of the Crosby Addition to the Town of Flower Mound.

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

“Expiration Date” shall mean the date of payment of the last of the eligible Grants, 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, 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.

“FTE” means any employee on a thirty-five (35) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least thirty-five (35) hours per week.

“Grants” shall collectively mean the TPP Grants, Real Property Grants, Sales Tax Grants, HOT Grants, and New Development Grants.

“Hotel” means an approximately 72,000 square foot 5-story hotel, consisting of approximately 125 rooms and approximately 1,500 square feet of meeting and fitness space to be built on the Hotel Property by Company.

“Hotel Property” means the property on which the Hotel will be constructed by Company, such property being more particularly described and shown on Exhibit B.

“Hotel Property Grant Year Taxes” means the ad valorem taxes assessed by the Town against the Hotel Property and collected and received by the Town for the applicable Tax Year which are attributable to the Hotel. The term excludes taxes which are attributable to the land value of the Hotel Property as of the date of this Agreement, and revenue attributable to minerals, including, but not limited to oil and gas.

“Hotel TPP Tax” means the ad valorem taxes assessed by Town against the Tangible Personal Property located at the Hotel Property and collected by Town for the applicable Tax Year.

“HOT Grants” means the grants described in Section 4.3.

“HOT Revenue” means the amounts collected and received by the Town as a result of the hotel occupancy taxes imposed by the Town pursuant to Chapter 351 of the Texas Tax Code, as amended, attributable to the Hotel.

“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.

“Improvements” means the Hotel, Restaurants, and Retail Centers, as shown on Exhibit A, and the infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed in conjunction with the Improvements.

“New Development Grants” means five (5) annual grants from the Town to Company, in an estimated amount equal to the aggregate of \$1,089,850, each individual grant being referred to as a “New Development Grant” and in the estimated amount of \$217,970, as set forth in Section 4.5.

“Opening Date” means the first day a person pays for the use or possession of or for the right to the use or possession of a room or space at the Hotel.

“Payment Request” means a written request from Company to the Town for payment of the TPP Grants, Real Property Grants, Sales Tax Grants, New Development Grants, and HOT Grants, as the case may be, 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.

“Property” means the Hotel Property, the Restaurant Property, and the Retail Center Property.

“Qualified Expenditure” means an expenditure which (i) promotes tourism and the convention and hotel industry, and (ii) is authorized by Section 351.101 of the Texas Tax Code, as amended, and Section 62.107 of the Town’s code of ordinances, as amended.

“Real Property Grants” shall mean the grants described in Section 4.1.

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

“Restaurants” means up to five (5) sit-down, non-drive through restaurants to be constructed by Company on the Restaurant Property, each restaurant to be referred to individually as a “Restaurant,” as shown on Exhibit B.

“Restaurant Property” means the property on which Company will build up to five (5) Restaurants, such property being more particularly described as shown on Exhibit B.

“Restaurant Property Grant Year Taxes” means the ad valorem taxes assessed by the Town against the Restaurant Property and collected by the Town for the applicable Tax Year which are attributable to the construction of the Restaurants. The term excludes taxes which are attributable to the land value of the Restaurant Property as of the date of this Agreement, and revenue attributable to minerals, including, but not limited to oil and gas.

“Restaurant TPP Tax” means the ad valorem taxes assessed by the Town against the Tangible Personal Property located at the Restaurant Property and collected by the Town for the applicable Tax Year.

“Retail Centers” means two (2) retail strip centers totaling approximately 15,000 square feet combined, as shown on Exhibit B.

“Retail Center Property” means that land within the Development upon which the Retail Centers are constructed.

“Retail Center Property Grant Year Taxes” means the ad valorem taxes assessed by the Town against the Retail Center Property and collected by the Town for the applicable Tax Year which are attributable to the construction of the Retail Centers. The term excludes taxes which are attributable to the land value of the Retail Center Property as of the date of this Agreement, and revenue attributable to minerals, including, but not limited to oil and gas.

“Retail Center TPP Tax” means the ad valorem taxes assessed by the Town against the Tangible Personal Property located at the Retail Center Property and collected by the Town for the applicable Tax Year.

“Sales Tax Grants” means the grants as described in Section 4.4.

“Sales Tax Report” has the meaning as set forth in Section 3.8.

“Sales and Use Tax Revenues” means the Town’s unencumbered municipal sales and use tax, currently at the rate of one percent (1.0%) pursuant to Chapter 321 of the Texas Tax Code, as amended, provided should the legislature or the voters of the Town act to reduce the current one percent (1%) sales tax rate, the Sales and Use Tax Revenues shall mean the new reduced rate, and should the voters of the Town or the legislature act to increase the current one percent (1%) sales and use tax rate, the Sales and Use Tax Revenues shall mean one percent (1%) of the sales and use tax. .

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Tangible Personal Property owned by Company and added to the Hotel Property, Restaurant Property, and Retail Property, as the case may be, after the Effective Date of this Agreement. Tangible Personal Property does not include inventory, supplies, Freeport Goods or Goods in Transit.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” shall mean the appraised value 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.

“TPP Grants” shall mean the grants described in Section 4.2.

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 Development 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 Grants shall be conditioned upon the 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 a site plan for the Hotel and Retail Centers to the Town in accordance with all Town ordinances within twenty-four (24) months ; (ii) obtain site plan approval for the Hotel and Retail Centers from the Town no later than thirty-six (36) months; and (iii) receive all necessary building permits for the Hotel and Retail no later than forty-eight (48) months. Notwithstanding any causes or events of Force Majeure, Company must achieve Completion of Construction no later than four (4) years from the Effective Date. Subject to causes or events of Force Majeure. Developer has the right to request an extension from the Town Council for events outside of their control.

3.2 Taxable Value. Upon the first January 1st to occur after Completion of Construction, the Development must have a minimum Taxable Value of Twelve Million Five Hundred Thousand and No/100 Dollars (\$12,500,000.00).

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

3.4 Hotel Operation. Company agrees that from the Opening Date and throughout the Term of this Agreement, (i) the Hotel must be continuously operated (subject, however, to any temporary cessations due to causes or events of Force Majeure or due to Hotel remodeling, renovation or casualty/condemnation repairs and replacements), (ii) the Hotel shall not be used for any purpose other than as a hotel or for residential purposes and related amenities, open to the public and serving visitors, the adjacent business community, and the citizens of the Town, and (iii) at least thirty (30) FTEs will be employed at the Hotel.

3.5 Residential Lots. The residential portion may be divided into individual lots or developed as condominiums, provided, if the residential portion of the property is developed with condominiums, the condominiums declaration shall be filed with the county before the first building permit is issued.

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

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

3.8 Sales Tax Reports. Company will provide Town, on a monthly basis, a copy of the financial report it submits to the State Comptroller relating to the remission of Sales and Use Tax Revenues collected in the Town as a result of the operation of the Improvements ("Sales Tax Report"), provided the Town acknowledges that the Sales Tax Reports will not be available to

Company on components of the Development that have been sold or leased to third parties. Additionally, Company hereby grants consent for the State Comptroller's office to release the monthly reported figures along with any state audit adjustments to the Town. The Parties designate this Agreement as a revenue sharing agreement entitling the Town to request sales tax information from the Comptroller, pursuant to section 321.3022, Texas Tax Code, as amended. Company further agrees to provide the Town any other reasonable documentation in a form reasonably acceptable to the Town that establishes and proves amounts necessary for the Town to make the Sales Tax Grants as provided in this Agreement.

3.9 **Audit.** Company shall grant access to the Town, or such other persons or entities designated by the Town for the purposes of inspecting, at Company's office, during Company's normal business hours, paper and electronic records, books, documents, tangible accounting procedures, tangible practices or any other items related to Company's performance of this Agreement ("**Company Records**"), provided that the Town has provided five (5) business days prior notice, and the Town or its representatives shall not unduly disrupt Company's operations. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by the Town, or such other persons or entities designated by the Town in accordance with state and federal laws, regulations or directives applicable to Company's performance of this Agreement. The Town agrees, to the extent allowed by law, to maintain the confidentiality of the Company Records.

3.10 **Regulations Regarding Building Products, Materials, or Methods.** The parties find that the Development 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 Gov't 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 all buildings in the Development shall be built in compliance with the Town's codes and ordinances, and the Lakeside DFW Development Code, including provisions regulating building products, materials and methods. This Section 3.10 shall run with the land, shall bind the 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 **Real Property Grants.**

(a) For a period of seven (7) consecutive years commencing on January 1 following the CO Date, the Town will provide an annual Real Property Grant to Company in an amount equal to fifty percent (50%) of the Hotel Property Grant Year Taxes. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Hotel Property Grant Year Taxes; and (ii) a Payment Request.

(b) For a period of seven (7) consecutive years commencing on January 1 following the date that each Restaurant on the Restaurant Property receives a Certificate of Occupancy, the Town will provide an annual Real Property Grant to Company, in an amount equal to fifty percent (50%) of the Restaurant Property Grant Year Taxes for such Restaurant. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Restaurant Property Grant Year Taxes for the applicable Restaurant; and (ii) a Payment Request.

(c) For a period of seven (7) consecutive years commencing on January 1 following the date each Retail Center receives a Certificate of Occupancy, the Town will provide an annual Real Property Grant to Company in amount equal to fifty percent (50%) of the Retail Center Property Grant Year Taxes. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Retail Property Grant Year Taxes; and (ii) a Payment Request.

4.2 TPP Grants.

(a) For a term of seven (7) consecutive years commencing on January 1 following the CO Date, the Town will provide an annual TPP Grant to Company in an amount equal to fifty percent (50%) of the Hotel TPP Tax. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Hotel TPP Tax; and (ii) a Payment Request.

(b) For a term of seven (7) consecutive years commencing on January 1 following the date that each Restaurant on the Restaurant Property receives a Certificate of Occupancy, the Town will provide an annual TPP Grant to Company in an amount equal to fifty percent (50%) of the Restaurant TPP Tax for such Restaurant. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Restaurant TPP Tax for the applicable Restaurant; and (ii) a Payment Request.

(c) For a term of seven (7) consecutive years commencing on January 1 following the date each Retail Center receives a Certificate of Occupancy, the Town will provide an annual TPP Grant to Company in an amount equal to fifty percent (50%) of the Retail Center TPP Tax. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Retail Center TPP Tax; and (ii) a Payment Request.

4.3 HOT Grants. The Town agrees to reimburse Company for Company's Qualified Expenditures as follows:

(a) Grants. The Town agrees to pay Company an amount equal to fifty percent (50%) of the HOT Revenue collected and remitted to the Town from the Hotel each calendar quarter during a period beginning on the Opening Date and continuing thereafter for seven (7) years.

(b) Annual Plan and Budget.

(i) Plan and Grant Year. On an annual basis, Company shall prepare and submit to the Town a proposed annual plan and budget ("Annual Plan and Budget") setting forth and itemizing Company's intended use of HOT Grants for the upcoming "HOT Grant Year", which for the first year will be from the Opening Date until December 31, and every HOT Grant Year thereafter will be a one-year period from January 1 through December 31. The proposed Annual Plan and Budget must be submitted to the Town Manager no later than thirty (30) days prior to commencement of the upcoming HOT Grant Year. Failure to submit the Annual Plan and Budget will constitute an event of default, and may, at the sole discretion of the Town, and notwithstanding Article 7 of this Agreement, result in Company's forfeiture of any HOT Grants for the upcoming HOT Grant Year, provided, however, the Town shall not exercise such forfeiture right unless Company fails to submit the Annual Plan and Budget within ten (10) business days after Company's receipt of written notice that the Annual Plan and Budget is past due.

(ii) Contents of Plan. The proposed Annual Plan and Budget must include, at a minimum, a line item budget detailing the use of the HOT Grant for the upcoming HOT Grant Year, the amount of the expenditure for each item and a description of the item indicating how it complies with the requirements of 351.101 of the Texas Tax Code, as amended.

(iii) Approval and Amendments. The Town Manager must, after determining that all of the proposed expenditures are Qualified Expenditures (which determination shall not be unreasonably withheld), approve the Annual Plan and Budget before Company receives any HOT Grant for the upcoming HOT Grant Year. Company may, at any time, submit an amendment to the Annual Plan and Budget; provided, however, that any amendment does not become effective until it has been approved by the Town Manager.

(d) Time of Payments. Payments to Company will be made on a quarterly basis on or before forty-five (45) days following the receipt by the Town of the latter of: (i) the HOT Revenue from the Hotel for the applicable quarter; and (ii) a Payment Request with sufficient documentation from Company that it has made Qualified Expenditures in accordance with the Annual Plan and Budget in a form reasonably acceptable to the Town Manager or his designee. The Town is not obligated to pay Company for an expenditure that was not a Qualified Expenditure already approved in the Annual Plan and Budget.

(e) Limitations on Funding. In no event will any quarterly payment under this Section 4.3 exceed fifty percent (50%) of the HOT Revenue collected by the Hotel and remitted to the Town for any given quarter as described in this Section 4.3. Town is obligated to make the payments under this section only from the HOT Revenue collected from the Hotel, and the Town is not obligated to make such payments from any other funds or revenues of the

Town. Company will have no right to any unexpended HOT Grant funds in any given HOT Tax Year, and such funds will remain with the Town.

(f) Improper Expenditures. Should any expenditure of HOT Grants by Company be for a use that is found to be improper or illegal, the Town shall have no liability in connection thereof, and Company agrees to indemnify and hold harmless the Town for such amounts, provided Company shall have the right to contest such finding if Company reasonably believes such expenditure was made in accordance with the Town approved Annual Plan and Budget. Subject to Company's right to contest, Company further agrees that no later than thirty (30) days after receipt of written notification from the Town, it will reimburse the Town in an amount equal to the improper expenditure, plus interest at the rate of the prime rate per annum.

4.4 Sales Tax Grants.

(a) Grants.

(i) The Town agrees to pay Company an amount equal to fifty percent (50%) of Sales and Use Tax Revenues received by Town and attributed solely to the sale of taxable items within the Hotel during a period beginning on the first eligible sales tax purchase at the Hotel, and continuing thereafter for seven consecutive years (.

(ii) The Town agrees to pay Company an amount equal to fifty percent (50%) of the Sales and Use Tax Revenues received by Town and attributed solely to the sale of taxable items within each Restaurant during a period beginning on the first eligible sales tax purchase at each respective Restaurant and continuing thereafter for seven consecutive (7) years.

(iii) The Town agrees to pay Company an amount equal to fifty percent (50%) of the Sales and Use Tax Revenues received by Town and attributed solely to the sale of taxable items within each Retail Center during a period beginning on the first eligible sales tax purchase at each Retail Center, and continuing thereafter for seven consecutive (7) years.

(b) Timing of Payments. The Sales Tax Grants will be paid on a quarterly basis. The Town covenants and agrees to make quarterly payments to Company within forty-five (45) days following its receipt of: (i) the Sales Tax Reports each month of the applicable calendar quarter; (ii) the reports or other information establishing the amounts of received Sales and Use Tax Revenues from the Comptroller's office for each month in the applicable calendar quarter; (iii) the Town's receipt of the Sales and Use Tax Revenues from the Comptroller's office for each month of the applicable calendar quarter; and (iv) a Payment Request.

(c) Erroneously Paid Sales Tax. In the event the Comptroller determines, for any reason, that any Sales and Use Tax Revenues were erroneously paid to the Town from the

sales provided for herein 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 Tax Revenues received by the Town under this Agreement, and in the event the calculation of Sales and Use Tax Revenues 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 required adjustment will be provided to Company at the earliest practical date. This section will survive termination of this Agreement.

4.5 New Development Grants. The Town will pay Company the five (5) annual New Development Grants in accordance with this section. The first New Development Grant will become eligible for payment as of the CO Date and the next four (4) New Development Grants will thereafter become eligible annually on the anniversary date of the CO Date. The Town will pay each New Development Grant thirty (30) days after receipt of a Payment Request.

4.6 Permit Fee Rebate. The Town agrees to rebate Company an amount equal to one hundred percent (100%) of the following permit and related fees for initial construction of the Development: building permit fees (including fees associated with tenant finish out), engineering inspection fees, re-inspection fees, sign fees, screening wall fees, retaining wall fees, after-hours inspection fees, re-stamp fees for project scope changes during construction, construction trailer fees, fire department fees, plat recording fees, early construction fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees and lighting plan review fees. Any fees not referenced herein as being rebated are specifically deemed not to be rebated by the Town. Permit fees will be identified at the time of payment and placed into an Escrow account identifying Lakeside East. Permit fee rebates will then be paid directly to Company within thirty (30) days after completion of construction.

4.7 Conditions to Payment. Notwithstanding any other term in this Agreement to the contrary, the Town is under no obligation to pay any of the Grants unless Company has achieved Completion of Construction.

4.8 Failure to Submit Payment Request. If the Town fails to receive a Payment Request from Company within twenty-four (24) months of a Grant becoming eligible for payment, Company forfeits its right to the Grant.

ARTICLE 5 ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Except as otherwise provided herein, this Agreement may only be assigned by Company with the prior written consent of the Town. Company may assign this Agreement and any rights in whole or in part without prior consent, but upon written notice to the Town, to an Affiliate. Any assignee must agree in writing to be obligated to the terms of this Agreement. No assignment shall release Company from any liability that resulted from an act or omission by Company that occurred prior to the Effective Date of the assignment, unless the Town approves the release in writing. Notice of an assignment to an Affiliate shall be made to the Town within ten (10) days after the effective date of the assignment and shall state the name, mailing address,

telephone contact information, and the email address of the Assignee, and shall be signed by a duly authorized person representing Company.

ARTICLE 6 INDEMNIFICATION

TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST TOWN AND ITS COUNCIL, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE “TOWN REPRESENTATIVES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE TOWN REPRESENTATIVES) ARISING FROM THE ACTS OR OMISSIONS OF COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE TOWN REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM COMPANY’S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE TOWN REPRESENTATIVES). NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE TOWN REPRESENTATIVES AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE TOWN REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 6
TERMINATION; REPAYMENT; OFFSET

6.1 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 obtained initial building permits for the Development within four (4) years of the Effective Date and commenced construction within five (5) years with a completed foundation for the Hotel and Retail Centers;
- (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 thirty (30) days after written notice thereof;
- (d) upon written notice by the Town if Company suffers an event of Bankruptcy or Insolvency, and such event is not cured within thirty (30) days after written notice thereof;
- (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;

6.2 Repayment. In the event this Agreement is terminated by the Town pursuant to Section 6.1 (b), (c), (d), or (f), Company shall immediately refund to the Town an amount equal to the amount of all of the Grants and permit fee waivers that have been provided by the Town to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the Town) as its prime or base commercial lending rate, accruing from the Effective Date until paid. The repayment obligation of Company set forth in this Section 6.2 hereof shall survive termination of this Agreement.

6.3 Offsets. The Town may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the Town from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, provided Company shall have the right to contest Town's determination if Company reasonably believes Town has no lawful right to such offset.

7.6 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.

7.7 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

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

7.9 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.

7.10 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.

7.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

7.12 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.

7.13 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.

7.14 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts the Town's ability to pay the Grants 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 Grants received prior to such effective date.

7.15 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.

7.16 **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 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.

7.17 **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.

7.18 **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 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 6th day of October, 2025.

TOWN:

TOWN OF FLOWER MOUND, TEXAS


Cheryl Moore, Mayor

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the 6th day of October, 2025, 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

COMPANY:

FM 2499 RETAIL VENTURE, LP

By: Realty Capital Management, LLC

By: *James W. Archie II*
Name: James W. Archie II
Member-Manager

STATE OF Texas)

COUNTY OF Denton)

This instrument was acknowledged before me on the 7 day of October, 2025, by James Archie a Member-Manager of Realty Capital, LLC, the general partner of FM 2499 RETAIL VENTURE, LP.

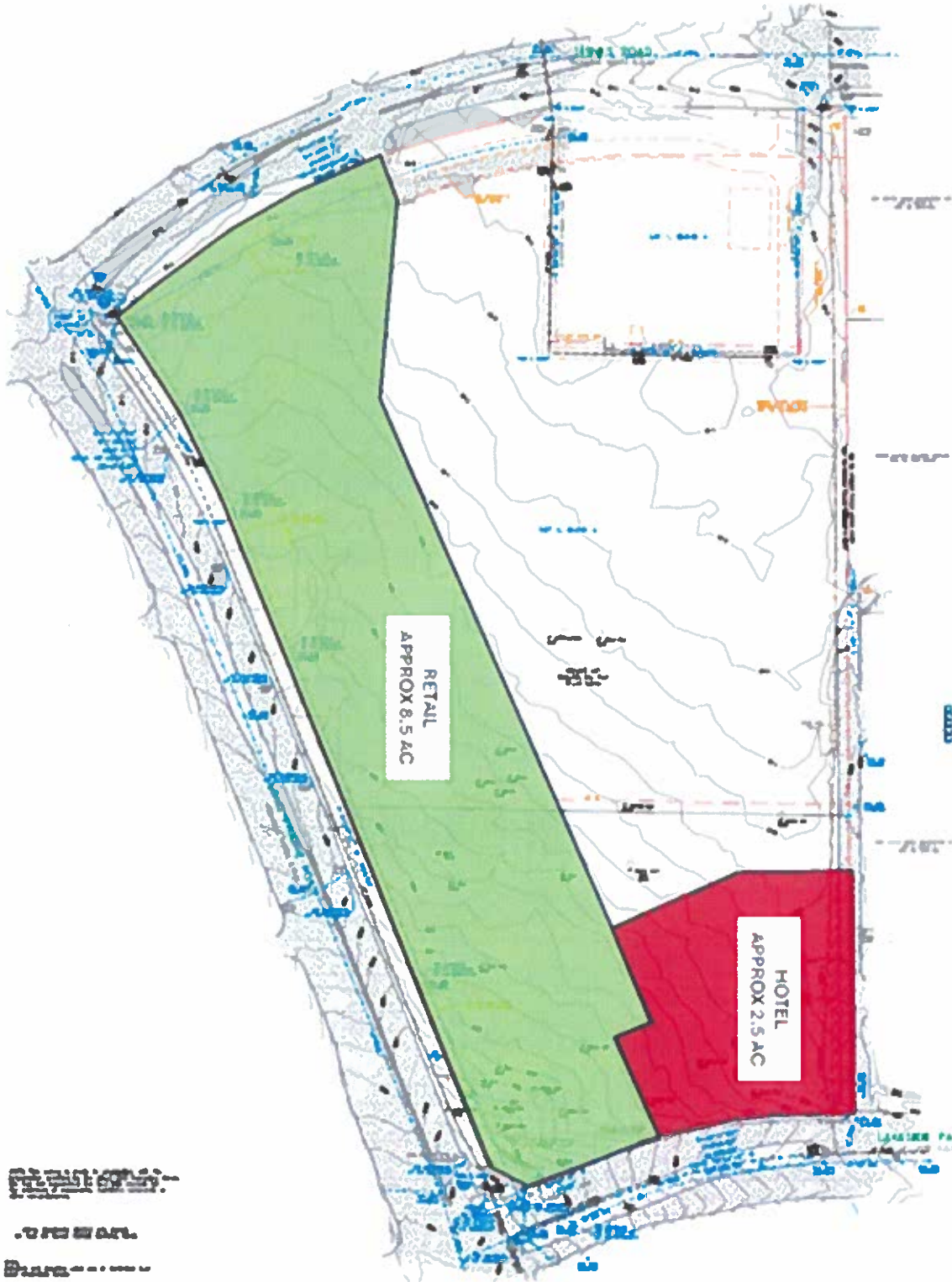


Lisa Vineyard
Notary Public, State of Texas

Exhibit A



Exhibit B





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

DATE: June 15, 2026
FROM: John Habern, Park Development Manager
ITEM: **Consider approval of a Construction Agreement with 2L Construction, LLC for the Post Oak Park Improvements Project, in the amount of \$956,788.20; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On May 12, 2026, bids were received and opened (Bid # 2026-56-B) for the Post Oak Park Improvements project. 2L Construction, LLC was determined to be the lowest qualified bid of the eleven (11) responding bidders at a base bid of \$956,788.20.

Premier Site Services, LLC, submitted the lowest bid. However, they were not selected for the award because their submitted qualification package lacked a proven track record of completed projects of a similar scope and complexity to the Post Oak Park Improvements project.

The Post Oak Park Improvements project consists of a comprehensive renovation of the existing park infrastructure. The core scope of work includes:

- A complete replacement of the existing playground structure and safety surfacing.
- Installation of a new, permanent restroom facility.
- Construction of new concrete pedestrian trails to replace the remaining soft-surface trail that has washed away over the years.
- Comprehensive pond drainage improvements, including the removal and replacement of the main outfall structure and the regrading of a minor pond into a functional drainage swale to direct stormwater to the primary pond.
- Park lighting efficiency upgrades and associated landscape and restoration work.

STRATEGIC GOAL:

Goal 1: Superior Quality of Life
Goal 5: Environment & Country Feel
Goal 6: Parks & Community Amenities

OBJECTIVE:

Objective 3: Increase Open Space, Parkland, and Community Amenities

INITIATIVE:

Initiative 3.3: Expand Parks and Community Amenities

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve the Construction Contract will leave Post Oak Park in its current configuration. As a result, the park will not receive the necessary drainage corrections, safety surface replacements, or infrastructure upgrades.

FISCAL IMPACT: \$956,788.20

Proposed Expenditure/(Revenue)

\$956,788.20

Account Number(s):

317-110-90711-6210

LEGAL REVIEW: The Town's standard construction 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. Construction Agreement
2. Bid Tabulation
3. 1295

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

TOWN OF FLOWER MOUND
POST OAK PARK IMPROVEMENTS

Bid # 2026-56-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this 15th day of June, 2026, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and 2L Construction LLC, a Limited Liability Company, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

POST OAK PARK IMPROVEMENTS,
Bid # 2026-56-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called “Engineer”, who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation, 20 CFR Part 1926* (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Nine Hundred Fifty-Six Thousand Seven Hundred Eighty-Eight Dollars and Twenty cents (\$956,788.20)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of two-hundred forty (240) calendar days, and final completion of two-hundred seventy (270) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage’s required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety’s name in the current U.S. Treasury Department

Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it

shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two-hundred and forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the

Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two-hundred and forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the

State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the 15th day of June, 2026.

TOWN OF FLOWER MOUND

CONTRACTOR

Cheryl Moore, MAYOR

_____ (Signature)
 _____ (Printed Name)
 _____ (Position)



**Town of Flower Mound
Verified Bid Tab**

Bid No: 2026-56-B – Post Oak Park Improvements	
Bid Opening: 05/12/2026 at 11:00 AM	
Company	Total Base Bid
Premier Site Services LLC	\$ 932,983.08
2L Construction LLC	\$ 956,788.20
C. Green Scaping LP	\$ 1,011,397.40
RLM Earthco Inc	\$ 1,035,554.42
Infra Construction LLC	\$ 1,055,864.00
North Rock Construction & Associates LLC	\$ 1,104,264.12
Northstar Construction LLC	\$ 1,173,777.00
The Fain Group LLC	\$ 1,188,386.00
Home Run Construction LLC	\$ 1,200,280.10
Cole Construction Inc	\$ 1,450,000.00
MSF Hospitality LLC	\$ 1,589,193.00
<p>**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents.</p>	
Certified By: Sabrina Zadow Purchasing Manager Town of Flower Mound, Texas	Date: May 18, 2026



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

DATE: June 15, 2026
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Consider a Resolution affirming the designation of a voting representative for the North Central Texas Council of Governments.**

BACKGROUND:

The Town is an active member of the North Central Texas Council of Governments (NCTCOG), the regional planning commission serving the 16-county Texas State Planning Region 4. This region includes Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise counties. NCTCOG operates as a Texas political subdivision and non-profit corporation under the authority of Chapter 391 of the Texas Local Government Code.

Under NCTCOG's bylaws, each member government that is current on membership dues is entitled to designate one voting representative to the General Assembly. This representative must be an elected or appointed official from the governing body of the member government.

The General Assembly is scheduled to consider the Election of Officers and Directors to the NCTCOG Executive Board, along with proposed amendments to the organization's bylaws, on June 12, 2026. Participation in this meeting ensures that Flower Mound maintains an active role in regional governance and decision-making.

Due to timing conflicts, the Town was unable to consider the resolution prior to the General Assembly. As such, this resolution ratifies and affirms Mayor Cheryl Moore as the Town's designated voting representative.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

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

ATTACHMENTS:

1. Resolution

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

**TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. XX-26**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DESIGNATING A VOTING REPRESENTATIVE FOR THE 2026 NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) GENERAL ASSEMBLY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town is a member of the North Central Texas Council of Governments (“NCTCOG”); and,

WHEREAS, NCTCOG is the regional planning commission for the 16-county Texas State Planning Region 4 comprising Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant and Wise counties; and (NCTCOG) is a Texas political subdivision and non-profit corporation organized operating under Texas Local Government Code Chapter 391; and,

WHEREAS, under the Bylaws of NCTCOG, each member government that is current on dues is entitled to one voting representative at the General Assembly; and,

WHEREAS, the voting representative must be an elected or appointed official from the governing body of the member government; and,

WHEREAS, election of Officers and Directors of the NCTCOG Executive Board and Proposed Bylaws Amendments are to be Considered by the General Assembly on June 12, 2026.

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

SECTION 1

The findings and recitals above are found to be true and correct, and are incorporated into this Resolution as it fully set forth herein.

SECTION 2

The Town hereby designates as their voting representative for the 2026 NCTCOG General Assembly, and also ratifies such designation:

Name	Title
Cheryl Moore	Mayor

SECTION 3

This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF ____ TO ____ ON THE 15th DAY OF JUNE, 2026.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



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

DATE: June 15, 2026

FROM: John Habern, Park Development Manager

ITEM: **Consider approval of a Construction Agreement with Paragon Sports Constructors, inc. for the Chinn Chapel Soccer Complex Multipurpose Field Turf Conversion project, in the amount of \$1,521,207.43; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On April 21, 2026, bids were received and opened (Bid #2026-61-B) for the Chinn Chapel Soccer Complex Multipurpose Field Turf Conversion project. Nine (9) bidders responded to the solicitation.

Town staff evaluated the lowest proposals to ensure compliance with municipal purchasing guidelines and project specifications:

Paragon Sports Constructors, Inc. was determined to be the lowest qualified, responsive, and responsible bidder, submitting a total bid of \$1,521,207.43, which includes the base bid plus Alternate 1 and Alternate 3.

Mascot Holding: Submitted the lowest initial figure but was determined to be non-responsive due to omitting mandatory pricing for Alternate 1 and Alternate 2.

North Rock Construction: Submitted the apparent second-lowest initial figure but failed to meet mandatory submittal requirements. Their bid package was incomplete, listing only two (2) incomplete projects, omitting required credit references on Page P-24, and failing to provide completed Subcontractor Qualification Forms for their three (3) listed subcontractors. Furthermore, when evaluating the mathematically complete scope, including Alternate 1 and Alternate 3, North Rock's adjusted pricing was higher than that of the next lowest bidder.

The Chinn Chapel Soccer Complex was originally constructed in 2005. Converting this multipurpose space to synthetic turf will eliminate weather-related cancellations, maximize year-round programming capacity for local youth and adult sports leagues, and significantly reduce ongoing municipal water consumption and field maintenance costs.

The Chinn Chapel Soccer Complex Multipurpose Field Turf Conversion project consists of converting the existing natural grass multipurpose field to a high-density synthetic turf system. The comprehensive scope of work includes:

- Excavation and subgrade preparation of the existing field area.
- Installation of a comprehensive subsurface drainage system and aggregate stone base.
- Placement of a multi-sport synthetic turf surfacing complete with soccer and multi-sport boundary markings.

- Execution of all associated site work included under Alternates 1 and 3 to ensure a complete and fully functional field layout.

STRATEGIC GOAL:

Goal 1: Superior Quality of Life
Goal 5: Environment & Country Feel
Goal 6: Parks & Community Amenities

OBJECTIVE:

Objective 3: Increase Open Space, Parkland, and Community Amenities

INITIATIVE:

Initiative 3.3: Expand Parks and Community Amenities

BOARD REVIEW/CITIZEN FEEDBACK: 2025 Bond Project approved by voters on May 3, 2025.

ALTERNATIVES: A decision not to approve the Construction Contract will leave the Chinn Chapel Soccer Complex multipurpose field in its current natural grass configuration. As a result, field cancellations and weather-related scheduling setbacks will continue to affect league programming. Additionally, the Town will continue to absorb the routine water utility costs and ongoing maintenance expenditures required to manage high-volume recreational use on the natural turf.

FISCAL IMPACT: \$1,521,207.43

Proposed Expenditure/(Revenue)
\$1,521,207.43

Account Number(s):
537-110-90837-6210

LEGAL REVIEW: The Town's standard construction 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. Construction Agreement
2. Bid Tabulation
3. Form 1295 (Internal Use)

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

TOWN OF FLOWER MOUND
CHINN CHAPEL SOCCER COMPLEX MULTIPURPOSE FIELD
CONVERSION

Bid # 2026-61-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this 15th day of June, 2026, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and Paragon Sports Constructors, Inc., a corporation, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

CHINN CHAPEL SOCCER COMPLEX MULTIPURPOSE FIELD CONVERSION,
Bid # 2026-61-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called “Engineer”, who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation, 20 CFR Part 1926* (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **One Million Five Hundred Twenty-One Thousand, Two Hundred Seven Dollars and Forty-Three cents (\$1,521,207.43)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of sixty-five (65) calendar days, and final completion of seventy-five (75) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage’s required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety’s name in the current U.S. Treasury Department

Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it

shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two-hundred and forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the

Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two-hundred and forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the

State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the 15th day of June, 2026.

TOWN OF FLOWER MOUND

CONTRACTOR

Cheryl Moore, MAYOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)



**Town of Flower
Mound
Verified Bid
Tabulation**

Bid No: 2026-61-B – Chinn Chapel Soccer Complex

Bid Opening: 04/21/2026 at 11:00 AM

Company	Total Base Bid	Bid Alternate 1	Bid Alternate 3	Total
Paragon Sports Constructors Inc	\$ 1,431,939.00	\$ 17,426.43	\$ 71,842.00	\$ 1,521,207.43
Sprinturf LLC	\$ 1,454,334.70	\$ 15,766.77	\$ 96,310.00	\$ 1,566,411.47
Hellas Construction Inc	\$ 1,597,330.43	\$ 10,787.79	\$ 65,039.00	\$ 1,673,157.22
Symmetry Sports Construction	\$ 1,442,295.62	\$ 446,448.54	\$ 77,361.00	\$ 1,966,105.16
North Rock Construction & Associates LLC	\$ 1,424,496.13	\$ 507,026.13	\$ 95,239.82	\$ 2,026,762.08

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents.**

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: May 27, 2026



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

DATE: June 15, 2026
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider a request for rezoning (ZPD26-0002 - Lowe's Outdoor Storage) to amend Planned Development District-27 (PD-27) with Retail District-2 (R-2) uses and Commercial District-2 (C-2) uses that is subject to Specific Use Permit 281 (SUP-281) for a Home Improvement Center to amend Specific Use Permit 281 (SUP-281) to allow for outdoor sales, display and storage; both temporary and permanent. The property is generally located east of Long Prairie Road and south of Justin Road. (PZ recommended approval by a vote of 4 to 2 at its June 8, 2026, meeting.)**

BACKGROUND: SUMMARY DATA:

- Size – Approximately 6.57 acres
- Zoning – Planned Development District No. 27 (PD-27) with Retail District-2 (R-2) uses and Commercial District-2 (C-2) uses that is subject to Specific Use Permit 281 (SUP-281) for a Home Improvement Center.
- SMARTGrowth – Passed with original zoning
- Traffic Analysis – Passed with original zoning
- Modifications:
 1. Modification to Section 82-272 of the Town Code that requires outside storage to be screened.
 2. Modification to Section 98-992 of the Town Code to allow limited seasonal display and sales year-round.
- 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 4 to 2 at its June 8, 2026, meeting.

After the Planning and Zoning Commission meeting, the applicant requested that "hot tubs/spas" and "vending machines" be removed from the list of allowed outside sales, display or storage uses, and this has been reflected in the proposed development standards.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

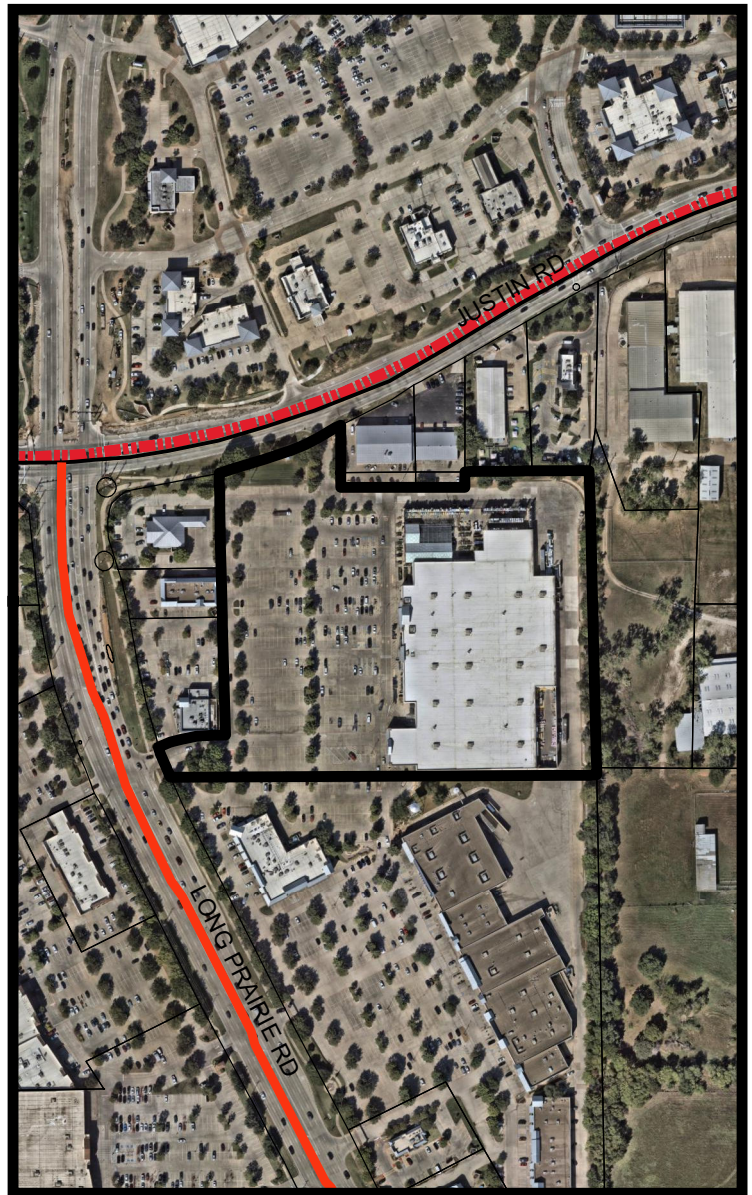
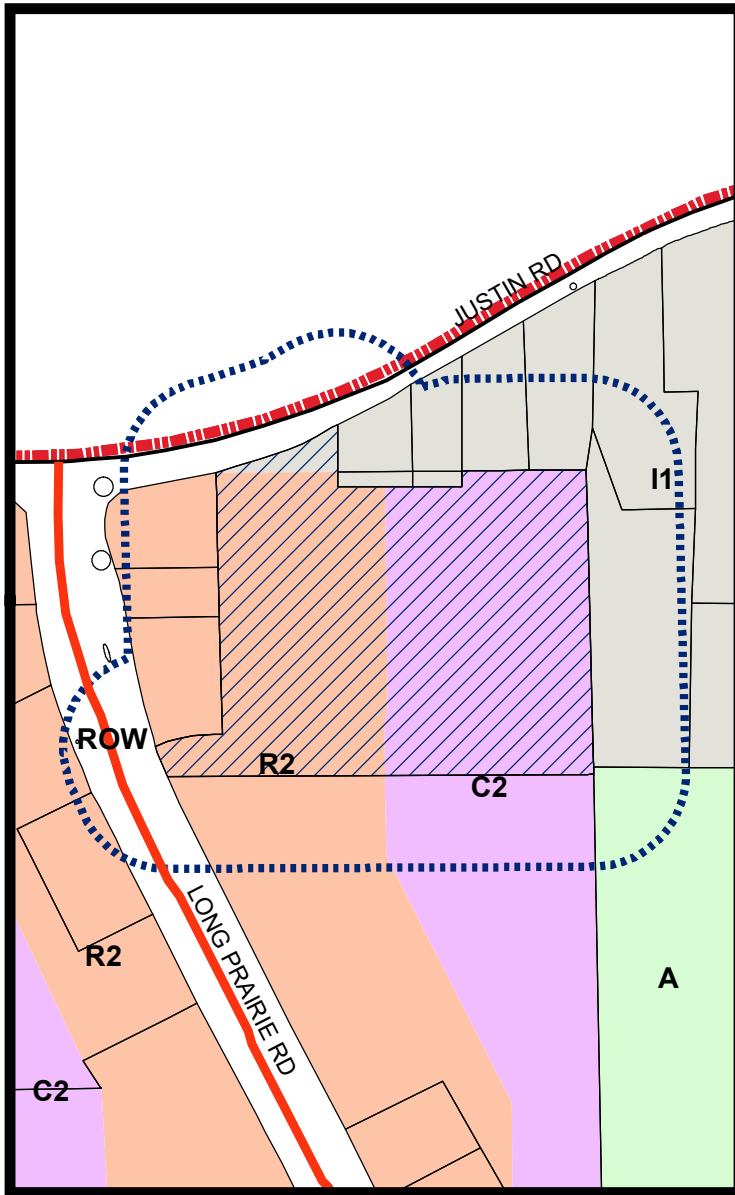
1. Zoning & Aerial Map

2. Draft Ordinance
3. Draft Exhibit

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

Vicinity Map

ZPD26-0002: Lowe's Outdoor Storage



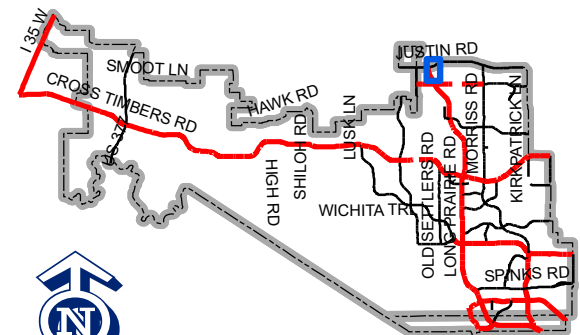
LEGEND

- Agriculture
- Commercial 2
- Industrial 1
- Retail 2

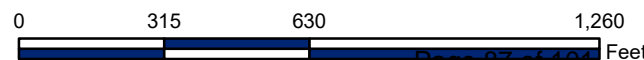
- Subject Property
- 200 ft Notification Buffer around Property

Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flowermound.gov/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location



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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 79-03, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 27 (PD-27) WITH RETAIL DISTRICT-2 (R-2) AND COMMERCIAL DISTRICT-2 (C-2) USES AND GRANTED SPECIFIC USE PERMIT NO. 281 (SUP-281) FOR A HOME IMPROVEMENT CENTER FOR RETAIL, SINGLE TENANT OVER 100,000 SQUARE FEET ON CERTAIN PROPERTY DESCRIBED AS LOT 3, BLOCK A OF THE HIGHLANDS RANCH ADDITION, BY AMENDING THE MISCELLANEOUS STANDARDS FOR SUP-281 TO ALLOW FOR OUTDOOR SALES, DISPLAY, AND STORAGE, BOTH TEMPORARY AND PERMANENT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town (the “Town Council”) heretofore adopted the Land Development Regulations of the Town, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as Lot 3, Block A of the Highlands Ranch Addition has filed an application for a Zoning Planned Development amendment to amend Ordinance No. 79-03 for Planned Development District No. 27 (PD-27) and Specific Use Permit No. 281 (SUP-281); and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on June 8, 2026, and the Town Council held a public hearing on June 15, 2026, with respect to the proposed Zoning Planned Development amendment as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Zoning Planned Development amendment on the Property; and,

WHEREAS, the Town Council finds that the amendment to Ordinance No. 79-03 for Planned Development District No. 27 (PD-27) and Specific Use Permit No. 281 (SUP-281) as outlined herein is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended as applied to the hereinafter described Property as shown below:

Exhibit "C," entitled "Development Standards," of Ordinance No. 79-03, is hereby amended in part by amending the "Miscellaneous Standards" for Specific Use Permit No. 281 within Planned Development District No. 27, or Lot 3, Block A of the Highland Ranch Addition, Denton County, Texas, to allow for limited outdoor sales, display and storage as more fully described below and as shown on the concept plan attached as Exhibit "A" hereto and incorporated herein.

4. Outside storage is prohibited on Tract 3, other than that shown on the approved site plan for Lowe's or expressly authorized by Section C.6 and Exhibit "A" of this Ordinance. The outside storage areas as shown on the approved site plan and designated as the "Garden Center" shall be enclosed on three sides with a minimum eight-foot (8') masonry-screening wall to match the building. The remaining side shall contain an opaque metal gate. The gate shall remain closed when loading and unloading operations are completed. No materials shall be stacked above the height of the screening wall. Except as expressly authorized by Section C.6 and Exhibit "A," no outdoor storage, display, sales, leasing, parking, staging, or placement of goods, materials, equipment, trailers, vehicles, pallets, appliances, or similar items shall be permitted outside of the enclosed outside storage area.
6. Outdoor display, sales, leasing and storage within Tract 3 shall be limited to the materials and items and limited to the areas as shown on Exhibit "A" and shall include signage associated with outdoor display and sales. Exhibit "A" shall control the permitted location and area limits for permanent outdoor sales/display and seasonal sales/display, and this Section C.6 shall control the categories of items and activities permitted within those areas. In the event of a conflict between Exhibit "A" and this Section C.6, the more restrictive provision shall control. The areas marked for permanent display/storage shall be delineated on the site to match the locations identified on Exhibit "A." The height of any outdoor storage, sales, or display materials shall not exceed six

feet 3 inches (6' 3") in height. The allowed materials, activities, and items are limited to the following:

- a. exterior shelves or tables displaying goods for sale,
- b. goods for sale (such as building materials, plumbing materials, gardening materials, lawn mowers, grills, wheelbarrows, lumber, etc.),
- c. lawn furniture,
- d. propane/natural gas cylinders,
- e. separate fenced areas,
- f. storage buildings,
- g. trailers,
- h. demonstration examples or projects - an area designated on Exhibit "A" for occasional parking of vans or trailers to demonstrate home improvement projects. These events are limited to three (3) consecutive days in length.
- i. food vendors, subject to any applicable permits, approvals, and health, fire, building, and safety codes,
- j. vehicles, all-Terrain Vehicles (ATVs) and Utility Task Vehicles (UTVs)
- k. sale of seasonal items and goods are permitted year-round in the designated seasonal sales/display area as shown on Exhibit "A." This area will be fenced as shown on Exhibit "A".
- l. outside storage of bagged materials such as mulch, soil, sand, and gravel.
- m. used appliances and pallets must be contained within trailers.

SECTION 2

The use of the Property described above shall be subject to all restrictions, terms, and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 79-03, including Exhibit "A" attached hereto, for Planned Development District No. 27 (PD-27); the Land Development Regulations; and all other applicable and pertinent ordinances of the Town.

SECTION 3

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

SECTION 4

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

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15TH DAY OF JUNE, 2026.

APPROVED:

Cheryl Moore, MAYOR

ORDINANCE NO. _____

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ATTEST:

Traci Henderson, TOWN SECRETARY



TOWN COUNCIL AGENDA M.1. BOARDS/COMMISSIONS

DATE: June 15, 2026
FROM: Traci Henderson, Town Secretary
ITEM: **Consider approval of a resolution casting the vote of the Town of Flower Mound, Texas, for the election of the Denco Area 9-1-1 District Board of Managers.**

BACKGROUND:

Denco Area 9-1-1 has submitted a slate of candidates for the District Board of Managers to be voted on by participating municipal jurisdictions.

The Denco Area 9-1-1 District requests that each municipality vote for either Jim Carter or Ann Martin and advise the district of its selection by 5 p.m. on July 31, 2026. The individual with the most votes will serve a two-year term beginning October 1, 2026.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Denco Area 9-1-1 District Board of Managers Voting Packet
2. Draft Resolution

DRAFT MOTION: Move to cast a vote for Jim Carter or Ann Martin to serve on the Denco Area 9-1-1 District Board of Managers.



Denco Area 9-1-1 District

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

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions
FROM: Greg Ballentine, Executive Director
DATE: June 1, 2026
RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On April 1, 2026, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2026. Denco received the following nominations by the May 29, 2026 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
Jim Carter	City of Highland Village City of Lewisville City of The Colony
Ann Martin	Town of Flower Mound

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection by **5 p.m. on July 31, 2026**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. We have provided candidate resumes and a list of current Denco board members.

Please send a copy of your council's official action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco911.gov. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

JIM CARTER

204 Fresh Meadow Drive
Trophy Club, TX 76262

(817) 239-7791
[Email Jim Carter](#)

EDUCATION

College Degree: University of Georgia, B.B.A. Finance
Postgraduate: Georgia Tech, University of Tennessee, University of Michigan, Texas Women’s University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance General Motors Corporation
Zone Vice-President Frito-Lay, Inc., International and Domestic Development
President, C.E.O. Mercantile Corporation
Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W,
Current: Principal James P. Carter & Associates – Consultant & Mediator
To business and governmental entities
Professional Licenses Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor Trophy Club, Texas – 14 year
Municipal Court Judge Trophy Club, Texas – 12 years
Emergency Manager Trophy Club, Texas – 14 years
County Commissioner Denton County, Texas – 8 years
Vice President Texas Association of Counties
Former President Denton County Emergency Services District #1 15 years
Fire and Emergency Medical over 65 square miles
Serving 5 Argyle, Bartonville, Copper Canyon, Draper, and Northlake, Robson Ranch, Lantana Freshwater Supply Districts #6 and #7 and unincorporated areas of Denton County
Former Texas State Board Member- State Association Fire and Emergency Service Districts –
Trains Emergency Services District Commissioners

Board Member Denco 911- Current	Emergency telecommunications system that assists its member jurisdictions in managing police, fire and medical emergency calls.
Mission Leader – Guatemala	Constructed purified water system in remote villages, shared the “Good News” of Jesus’s love.
Team Leader	Provide housing and food to victims of Hurricane Katrina.
Team Leader	Made several trips to Sabine Pass to aid victims of Hurricane Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee and Senior Bible Teacher

US MILITARY

US Navy	11 years – active and reserve service
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Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District

Ann G. Martin, ARM

Flower Mound TX · 972-977-2142 · agraceffomartin@hotmail.com

Flower Mound Town Council Mayor Pro-Tem, Place 5

Flower Mound, TX Nov '20- May '26

Serving the Town of Flower Mound (approx. 81,000 residents) in a legislative capacity to help fulfill the Town's Mission, Vision and Goals

- Participated in Council Meetings, Work sessions, and Ad Hoc meetings with Developers, Business Owners and Staff
- Met with Constituents to hear concerns and promote collaborative solutions
- Attended Community meetings and events to promote town unity and goodwill
- Testified at House and Senate hearings in Austin TX during Legislative Sessions (2025)
- 2022 Graduate, *Leadership Flower Mound*, The Flower Mound Chamber of Commerce
- 2020 Graduate, *Citizens Academy*, The Office of the Town Secretary, The Town of Flower Mound

Town of Flower Mound Boards and Commissions

- Tax Increment Reinvestment Zone #1, Chair Flower Mound, TX – July '24 to present
- Animal Service Board, Commissioner Flower Mound, TX May '21- Sept '25
- Tax Increment Reinvestment Zone #2, Board Member Flower Mound, TX Nov '20- May '26

Town of Flower Mound Executive and Steering Committees

- 2023-24: Blue Ribbon Bond Committee, Vice Chair
- 2023-24 Charter Review Committee, Member
- 2023-24 Health Sciences Feasibility Committee, Member
- 2023-24 Community Activity Center Expansion, Executive Steering Committee Member

Sr. Service Director, Risk Control Services (Retired July 2021) Service Director I and II, Risk Control Services

Plano, TX '12-'21
Irving, TX '99-'12

Account Management, Acquisition, Retention: Designed, developed, and managed overall delivery of service to lower total cost of risk for premier customers in the National Market. Key Industries: Retail, Hospitality, Healthcare, Transportation, Manufacturing, Aviation, Business Services, Public Entities/Schools

- Account Team Member: strategic acquisition of new business and retention of premier accounts
- Collaborated closely with customers, brokers, and internal stakeholders to define and achieve success
- Created detailed Service Instructions to guide location level service delivery
- Monitored service quality to ensure the team met or exceeded expectations and drove results
- Utilized process, progress and outcome metrics to communicate results to Sr Mgmt. and C-Suite customer contacts
- Evaluated risk (account level) for Underwriting on new and renewal business
- Coached service team members toward continuous improvement

Professional Development and Affinity Group Leadership

- Mentored entry level and aspiring Service Directors; Risk Control Department Lead: Plano Career Fairs
- Pilot Participant, inter-departmental mentors for military and families (*VALOR*)
- Leader for *WERC* (Women Employees in Risk Control) Team; NTX Region Employee Advisory Committee Member
- Regional New Underwriter Training: "Risk Control Services Engagement and Utilization"

Loss Prevention Consultant, Sr. Consultant Loss Prevention Representative, Sr. Loss Prevention Representative Service Supervisor, Sales Representative (licensed)

Irving, TX '98-'99
Albany, NY '91-'97
Albany, NY '88-'91

COMMUNITY

The Flower Mound Arts League, *President '25 to present* Neighborhood HOA, *Architectural Comm., '15 to present*
Friends of the FM Public Library, '06 and *President, '12 to present* Troop 451 BSA, *Comm. Member, Merit Badge Instructor, '07 to '12*
NTX Wounded Warrior Golf, *Volunteer, '18 to '22* LISD, *Volunteer, Marcus Band Booster, '01-'06 and '10 to '12*

EDUCATION

Southern Methodist University
Candidate: Masters in Nonprofit Leadership (2025 to present)

The Institutes
Associate in Risk Management (ARM)

Hamilton College, Clinton NY
Bachelor of Arts, Sociology, Minor in Biology
Study Abroad: "Sweden, Democracy in the Workplace"

Denco Area 9-1-1 District Board of Managers FY2026

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2027
- Former Mayor of Highland Village
- Businessman, Highland Village

Jim Carter, Secretary

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2026
- Former President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2026
- Businessman, Denton

Chief Eric Schlotter

- Appointed by Denton County Fire Chiefs Association
- Member since November 2024
- Term expires September 2027
- Chief, Aubrey Fire Department

Steve Southwell

- Appointed by member cities in Denton County
- Member since October 2025
- Term expires September 2027
- Businessman, Lewisville

All voting members serve two-year terms and are eligible for re-appointment.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. __-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CASTING THE TOWN OF FLOWER MOUND'S VOTE FOR THE ELECTION OF THE Denco AREA 9-1-1 DISTRICT BOARD OF MANAGERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Denco 9-1-1 serves nearly 800,000 people in 33 jurisdictions throughout North Texas, including:

- | | | |
|------------------|----------------------|-------------------------------------|
| 1. Argyle | 13. Hebron | 25. Pilot Point |
| 2. Aubrey | 14. Hickory Creek | 26. Ponder |
| 3. Bartonville | 15. Highland Village | 27. Providence Village |
| 4. Copper Canyon | 16. Justin | 28. Roanoke |
| 5. Corinth | 17. Krugerville | 29. Sanger |
| 6. Corral City | 18. Krum | 30. Shady Shores |
| 7. Cross Roads | 19. Lake Dallas | 31. The Colony |
| 8. Denton | 20. Lakewood Village | 32. Trophy Club |
| 9. Dish | 21. Lewisville | 33. Unincorporated
Denton County |
| 10. Double Oak | 22. Little Elm | |
| 11. Flower Mound | 23. Northlake | |
| 12. Hackberry | 24. Oak Point | |

WHEREAS, the Board of Managers (Board) serves as the governing body for the Denco Area 9-1-1 District and in accordance with the Emergency Telephone Number Act, manages and controls the District, and appoints the executive director of the District; and,

WHEREAS, the county, participating cities, and the Denton County Fire Chiefs Association appoint members to the board. Members serve staggered two-year terms and are eligible for reappointment; and

WHEREAS, it is the desire of the Town Council of the Town of Flower Mound, Texas, to cast the Town's vote towards the selection of the Board of Managers for the Denco Area 9-1-1 District.

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

SECTION 1

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

SECTION 2

The Town Council hereby casts the vote of the Town of Flower Mound, Texas, to: _____ in the election of the Board of Managers for the Denco Area 9-1-1 District.

SECTION 3

This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF ___ TO ___ ON THE 15TH DAY OF JUNE, 2026.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY