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

August 17, 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 .

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGES

D. PRESENTATION(S)

1. Proclamation for United is the Way Month.
2. Recognition of the Top 3 Readers for Elementary, Teen, and Adult Library Summer Reading Challenge

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

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. September 7 - Regular Meeting (Canceled due to Labor Day holiday)
2. September 15 - Work Session (Board and Commission Interviews)
3. September 17 - Work Session (Board and Commission Interviews/Appointments)
4. September 21 - Regular Meeting

J. CONSENT ITEM(S)

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

1. Minutes 7/30 - Consider approval of the minutes from a Town Council Strategic Planning Retreat held on July 30, 2026.
2. Minutes 8/1 - Consider approval of the minutes from a Town Council Strategic Planning Retreat held on August 1, 2026.
3. Minutes 8/3 - Consider approval of the minutes from a Town Council Regular meeting held on August 3, 2026.
4. FY 25-26 CIP Amendment No. 3 - Consider approval of Amendment No. 3 to the Fiscal Year 2025-2026 Capital Improvement Plan (CIP).
5. Certified Collection Rate FY 26-27 Budget - Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2026, and ending September 30, 2027.
6. 2026 Certified Appraisal Roll - Consider approval of an ordinance establishing the 2026 certified appraisal roll.
7. No-New-Revenue and Voter-Approval Tax Rates - Consider accepting the submission of the notice of a no-new-revenue tax rate of $0.370440 per $100 assessed valuation and a voter-approval tax rate of $0.388266 per $100 assessed valuation for the fiscal year beginning October 1, 2026, and ending September 30, 2027.

8. Schedule Budget and Tax Rate Meetings - Consider proposing a maximum tax rate of $0.387277 per $100 valuation for the fiscal year beginning October 1, 2026, and ending September 30, 2027; and scheduling September 21, 2026, public hearing on the budget, scheduling September 21, 2026, public hearing on the tax rate, and scheduling the September 21, 2026, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

9. Amy Lane Park Pond Improvements Design - Consider approval of a Professional Services Agreement with Garver, LLC., for the design services associated with the Amy Lane Park Pond Improvements project, in the amount of $185,318.00; and authorization for the Mayor to execute same on behalf of the Town.

10. Opioid Settlement Grant Program - Consider approval of a resolution authorizing the establishment of a grant program to utilize State of Texas Opioid Settlement Funds to reduce opioid related harms; authorizing the use of Opioid Settlement Funds for eligible opioid remediation purposes; authorizing the Town Manager or designee to administer the program.

11. Order Election - Street Maintenance Reauthorization - Consider approval of an ordinance ordering a special election to be held on the 3rd day of November, 2026, for the purpose of submitting to the qualified voters of the Town of Flower Mound, Texas, a ballot proposition to reauthorize the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent; providing for election officers; designating the places and manner of holding said election; and providing for the posting and publication of notice.

12. Denton County Mutual Aid Agreement - Consider approval of a Mutual Aid Agreement with Denton County to provide Emergency Management Services during disasters and other emergency incidents and authorization for the Mayor to approve same on behalf of the Town.

13. Right of Way Abandonment Hide-A-Way Lane / Lake Coves Drive - Consider approval of an ordinance of the Town of Flower Mound, Texas, providing for the abandonment and release of the Town's interest in Right of Way previously granted to the Town for road expansion.

K. WORK SESSION ITEM

1. Discussion of Water, Sewer and Stormwater rates and fees.
2. Legislative Priorities

L. REGULAR ITEM(S)

1. Crime District FY 26-27 Budget Public Hearing - Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2026, and ending on September 30, 2027.
2. Fire District FY26-27 Budget Public Hearing - Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire

Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2026, and ending on September 30, 2027.

3. SP25-0023 - Argyle High School Bus Parking - Public Hearing to consider a request for a Site Plan (SP25-0023 – Argyle High School Bus Parking) to install bus parking for the Argyle ISD, with an exception to section 82-302, Compatibility buffer, of the Code of Ordinances. The property is generally located south of Canyon Falls Drive between Denton Creek Boulevard and Stonecrest Road. (PZ recommended approval by a vote of 4 to 1 at its August 10, 2026, meeting.)
4. ZPD26-0007 - Midway Residential - Public Hearing to consider an ordinance for rezoning (ZPD26-0007 – Midway Residential) from Single-Family District-10 (SF-10) uses to Planned Development District No. 211 (PD-211) with Single-Family District-10 (SF-10) uses and with certain exceptions and modifications to the Code of Ordinances. The property is generally located south of Wanda Lane and west of Midway Road. (PZ recommended approval by a vote of 5 to 0 at its August 10, 2026, meeting.)
5. Boundary Agreement #1 - Consider approval of a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle releasing and accepting corporate limits for an approximate 38.9 acre tract of land.
6. Boundary Agreement #2 - Consider approval of a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle releasing and accepting corporate limits for an approximate 20.3 acre tract of land.
7. Boundary Agreement #3 - Consider approval of a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle releasing and accepting corporate limits for an approximate 8.3 acre tract of land.
8. Boundary Agreement #4 - Consider approval of a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle releasing and accepting corporate limits for an approximate 2.9 acre tract of land.
9. ZPD26-0001 - Monarch - Public Hearing to consider an ordinance for rezoning (ZPD26-0001 - Monarch) to amend Planned Development District No. 200 (PD-200) with Campus Commercial District (CC) uses and Single Family-Attached (SF-A) uses, to include updated and new concept plans, to modify development standards, and to request certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road, west of Highway 377, and east of Interstate 35-W. (PZ recommended approval by a vote of 4 to 0 at its August 10, 2026, meeting.)
10. Monarch Development Park Dedication Consideration - Consider approval of a Parks Board Recommendation (PBR26-0003) for park land dedication of 6.5 acres of land and $622,480.00 cash in lieu of land, and park development fees of $347,000.00 minus any park fee credits for amenities installed in the .5 acre

pocket park, for the Monarch multi-use development generally located East of Interstate Hwy 35W and North of Cross Timbers Rd (1171). Motion passed unanimously at the April 9, 2026 Parks Board meeting.

11. TRP26-0004 Alexan The Point Phase II - Public Hearing to consider an application for a tree removal permit (TRP26-0004) for one (1) specimen tree on the property known as Alexan the Point Phase II for the proposed development. The property is generally located east of Lake Forest Boulevard and north of Silveron Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 6 to 0 at its August 4, 2026, meeting).

12. Atmos RRM Rate Tariffs - Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.

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.

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. Legal issues associated with municipal annexation, and ESD, MUD, and CCN service areas.

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

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 August 11, 2026, by 6:00 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.

Strategic Planning Retreat

July 30, 2026

Flower Mound Municipal Court
4150 Kirkpatrick Lane
Flower Mound, TX 75028

9:00 a.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the meeting to order at 9:01 a.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
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
John Zagurski, Chief Financial Officer
JP Walton, Chief Strategic Officer
Meg Jakubik, Strategic Services Director
Sarah Luxton, Assistant Director of Strategic Services
Jeremy Brudwick, Strategic Services Management Analyst
Sophia Van Sickel, Strategic Services Management Analyst

Others Present:

Brandi Bird with Bird Advocacy & Consulting

B. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Board/Commission 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 Board/Commission is restricted from discussing or acting on items not listed on the agenda.

To speak 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 Chair
- Direct comments to the Board/Commission
- State your name and the municipality where you reside

There were no requests to speak from the public.

C. CONSENT ITEM(S)

1. Consider a resolution authorizing the filing of an application with the Texas Water Development Board's Water Supply and Infrastructure Grant (WSIG) program for Stonecrest Pump Station Phase II and designating an authorized representative of the Town for purposes of the application.

ACTION:	Adam Schiestel moved to approve C.1 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

D. DISCUSSION ITEM(S)

1. Discussion of the Town’s Strategic Plan including goals, objectives, initiatives, and the performance and progress towards achieving the following:

   a. Superior Quality of Life
   b. Public Safety
   c. Financial Stability & Operational Soundness
   d. Environmental & Country Feel
   e. Parks & Community Amenities
   f. Economic Development
   g. Community Engagement
   h. Strengthen the Town’s Long-Range Financial Strategy
   i. Extend the Lifespan of Assets
   j. Increase Open Space, Parkland, and Community Amenities
   k. Foster Economic Development and Community Investment
   l. Promote Transparency and Public Engagement
   m. Protect and Expand the Town’s Tree Canopy

n. Implement Innovative Traffic Solutions
o. Recruit and Retain High-Quality Staff
p. Maintain Operational Continuity and Resiliency
q. Provide Effective & Efficient Police, Fire, and EMS Response

2. And including discussions involving:

a. FY 25-26 Strategic Initiatives
b. FY 26-27 Budget
c. Legislative Priorities
d. Land Acquisition
e. Established Neighborhoods
f. Town Facilities

E. ADJOURN

Administrative Note: Day one of the Strategic Planning Retreat included discussion of the above-posted items.

Mayor Moore adjourned the meeting at 5:02 p.m.

TOWN OF FLOWER MOUND, TEXAS

_____
CHERYL MOORE, MAYOR

ATTEST:

_____
TRACI HENDERSON, TOWN SECRETARY

Strategic Planning Retreat

August 1, 2026

Flower Mound Municipal Court
4150 Kirkpatrick Lane
Flower Mound, TX 75028

8:00 a.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the meeting to order at 8:00 a.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
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
John Zagurski, Chief Financial Officer
JP Walton, Chief Strategic Officer
Meg Jakubik, Strategic Services Director
Sarah Luxton, Assistant Director of Strategic Services
Jeremy Brudwick, Strategic Services Management Analyst
Sophia Van Sickel, Strategic Services Management Analyst

B. 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

There were no requests to speak from the public.

C. ITEM(S)

1. Discussion of the Town's Strategic Plan including goals, objectives, initiatives, and the performance and progress towards achieving the following:

   a. Superior Quality of Life
   b. Public Safety
   c. Financial Stability & Operational Soundness
   d. Environmental & Country Feel
   e. Parks & Community Amenities
   f. Economic Development
   g. Community Engagement
   h. Strengthen the Town's Long-Range Financial Strategy
   i. Extend the Lifespan of Assets
   j. Increase Open Space, Parkland, and Community Amenities
   k. Foster Economic Development and Community Investment
   l. Promote Transparency and Public Engagement
   m. Protect and Expand the Town's Tree Canopy
   n. Implement Innovative Traffic Solutions
   o. Recruit and Retain High-Quality Staff
   p. Maintain Operational Continuity and Resiliency
   q. Provide Effective & Efficient Police, Fire, and EMS Response

2. And including discussions involving:

   a. FY 25-26 Strategic Initiatives
   b. FY 26-27 Budget
   c. Legislative Priorities
   d. Land Acquisition
   e. Established Neighborhoods
   f. Town Facilities

D. ADJOURN

Administrative Note: Based on Council input during the Strategic Planning Retreat, an update to the Town's Strategic Plan will be presented for Council adoption at a future

meeting.

Mayor Moore adjourned the meeting at 12:10 p.m.

TOWN OF FLOWER MOUND, TEXAS

_____
CHERYL MOORE, MAYOR

ATTEST:

_____
TRACI HENDERSON, TOWN SECRETARY

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

August 3, 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 Plunk 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

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.	Samantha Barnes	DAR America Revolution Exhibit
2.	Jacque Narrell	DAR Exhibit

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

   There were no announcements from the Mayor or Councilmembers.

G. TOWN MANAGER'S REPORT

Town Manager, James W. Childers, spoke to consent agenda items J.2, J.6, and J.10.

1. Capital Improvement Projects

2. Economic Development Projects

3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

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

There were no requests for future agenda items.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all Council members plan to be in attendance at the following meetings except for Councilmember Drew may be remote at the August 17th meeting.

1. August 13 - Work Session (Budget)

2. August 17 - 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 the consent agenda noting tabling item J.2 to the August 17 council meeting and tabling item J.6 to a future date. Brian Taylor seconded the motion.
AYES:	Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor, Clare Harris
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

1. Minutes 7/20 - Consider approval of the minutes from July 20, 2026.

2. Calling Special Election - Consider approval of an ordinance ordering a special election to be held on the 3rd day of November, 2026, for the purpose of submitting to the qualified voters of the Town of Flower Mound, Texas, a ballot proposition to reauthorize the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent; providing for election officers; designating the places and manner of holding said election; and providing for the posting and publication of notice.

3. Set Public Hearing for Crime District Budget - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 17, 2026, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 21, 2026, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

4. Set Public Hearing for Fire District - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and

Emergency Medical Services District to schedule a public hearing for August 17, 2026, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 21, 2026, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

5. Riverwalk PID Annual SAP Update 2026-27 - Consider approval of an ordinance adopting the 2026-2027 annual update to the Riverwalk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.

   ORDINANCE NO. 21-26

   AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL(S) FOR THE RIVERWALK PUBLIC IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013 AS AMENDED; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

6. Lakeside Parkway Capacity Improvement - ICA - Consider the approval of Amendment #2 to the Interlocal Cooperation Agreement with Denton County for the construction of the Lakeside Parkway Capacity Improvement project, and authorize the Mayor to execute the same on behalf of the Town

7. Denton Creek Boulevard Bridge - ICA - Consider the approval of Amendment #2 to the Interlocal Cooperation Agreement with Denton County for the construction of the Denton Creek Boulevard Bridge project, and authorize the Mayor to execute the same on behalf of the Town

8. Wilkerson Trail Bridge Replacements - Consider approval of Professional Services Agreement with Dunaway Associates, LLC., for the design services associated with the Wilkerson Trail Bridges project, in the amount of $185,000.00; and authorization for the Mayor to execute same on behalf of the Town.

9. Utility Cooperative Service Contract - Consider approval of utilizing Buy Board Contract No. KPBB776-25 with Kleen Pipe, Inc. for closed-circuit television (CCTV) inspection and sanitary sewer cleaning services in an amount not to exceed $200,000; and authorization for the Mayor to execute same on behalf of the Town.

10. SPAN Transportation Contract - Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, Inc., in an amount not-to-exceed $81,450.06, to provide transportation service for Town citizens who are age 65

or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.

11. Forvis Mazars Audit Engagement Letter - Consider approval of the engagement letter with Forvis Mazars, LLP, to perform external auditing services for the fiscal year ending September 30, 2026 at a cost of $72,250; and authorization for the Mayor to execute same on behalf of the Town.

12. NICE 911 Recording System - Police - Consider approval of the purchase of equipment and contract services for NICE 911 recording system and associated ICS Athena bridge in the total amount of $53,600.00.

13. Accessibility Consultant - Consider approval of an extended ADA compliance contract with Accessibility Officer, in the amount of $19,780; and authorization for the Mayor to execute same on behalf of the Town.

14. VERF Vehicle Purchase - Consider approval of the purchase of a Ford Transit T250 Mid Roof Cargo Van from Sam Packs Five Star Ford through Buyboard Cooperative Contract # 724-23 for the Utility Operations Laboratory Division in the total amount of $70,388.87.

15. VERF Vehicle Purchase - Consider approval of the purchase of a Ford F550 Super Cab Dump Truck from Sam Packs Five Star Ford through Buyboard Cooperative Contract # 724-23 for the Streets Division in the total amount of $108,551.10; and authorization for the Mayor to execute same on behalf of the Town.

16. VERF Vehicle Purchase - Consider approval of the purchase of a Ford F250 Super Cab 4x4 from Sames Auto Group through TIPS Cooperative Contract # 240901 for the Drainage Division in the total amount of $56,764.55; and authorization for the Mayor to execute same on behalf of the Town.

17. VERF Vehicle Purchase - Consider approval of the purchase of a John Deere 410P Backhoe/Loader from RDO Equipment Company through Sourcewell Cooperative Contract # 011723-JDC for the Utility Line Maintenance Sewer Division in the total amount of $159,318.80; and authorization for the Mayor to execute same on behalf of the Town.

18. VERF Equipment Purchase - Consider approval of the purchase of a Portable Trailer Mounted 323 KW Diesel Generator from Loftin Equipment through Sourcewell Cooperative Contract # 020923-CEC for the Utility Operations Division in the total amount of $181,045.00; and authorization for the Mayor to execute same on behalf of the Town.

19. Purchase (2) Police/SRO Vehicles/Equipment - Consider approval of the purchase of one (1) new 2026 Chevy Tahoe PPV Police Pursuit Vehicle and one (1) new Ford Explorer PPV Police Pursuit Vehicle with Upfit Equipment Installed per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star with Upfit Police/SRO Equipment/Installation Quotes with Specifications from Defender Supply for Police Services in the amount of $156,743.50.

20. Legal Services - Consideration and action to retain the services of Oldham, Klement & Noga, PLLC.

K. REGULAR ITEM(S)

1. SUP26-0003 - Kensington Estates Lot 1, Block A Accessory Dwelling - Public Hearing to consider an ordinance granting a Specific Use Permit No. 503 (SUP26-0003 – Kensington Estates Lot 1, Block A Accessory Dwelling Unit) to permit an accessory dwelling. The property is generally located east of Scenic Drive on Kensington Court. (PZ recommended approval by a vote of 5 to 0 at its July 27, 2026, meeting.)

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

General and detailed site photos; land use and zoning; site plan and site photos; regulations; concept plan; and elevations.

Applicant Bill Peck with Peck Architects, gave a presentation identifying or noting:

Site plan; existing site photo, rendering and proposed project.

Town Council, applicant and staff discussed requirements for SUP's.

ACTION:	Clare Harris moved to approve K.1 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

ORDINANCE NO. 22-26

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING

THE OFFICIAL ZONING MAP, EXHIBIT “A” OF SUBPART B, “LAND DEVELOPMENT REGULATIONS,” OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 503 (SUP-503) FOR AN ACCESSORY DWELLING ON CERTAIN PROPERTY DESCRIBED AS LOT 1, BLOCK A OF KENSINGTON PARK ESTATES AND ZONED A AGRICULTURAL DISTRICT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

L. BOARDS/COMMISSIONS

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

There were no items for this category.

M. CLOSED MEETING

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

Mayor Moore announced that the Town Council is convening into a closed meeting at 6:14 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

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

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

   b. Possible boundary adjustment matter

   c. Legal issues associated with municipal annexation, and ESD, MUD, and CCN service areas.

2. **Section 551.072: Deliberation Regarding Real Property**
Discuss and consider purchase, exchange, lease or value of real property for parks, trails, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, and all matters incident and related thereto.

3. **Section 551.074: Personnel Matters**
Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.

4. **Section 551.087: Deliberation Regarding Economic Development Negotiations**
Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

N. RECONVENE

The Town Council reconvened into the open meeting at 6:23 p.m.; There was no action taken as a result of the closed meeting.

O. ADJOURN

Mayor Moore adjourned the meeting at 6:23 p.m.

TOWN OF FLOWER MOUND, TEXAS

_____
CHERYL MOORE, MAYOR

ATTEST:

_____
TRACI HENDERSON, TOWN SECRETARY

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

DATE: August 17, 2026
FROM: Leandro Rodriguez, CIP Manager
ITEM: **Consider approval of Amendment No. 3 to the Fiscal Year 2025-2026 Capital Improvement Plan (CIP).**

BACKGROUND: The proposed CIP amendment No. 3, for FY 2025-2026, will amend the general capital projects by ($14,950,000) and will amend the utility capital projects by ($8,250,000) for the projects listed below.

General Capital Projects:
-Cross Timbers Road at Denton Creek Blvd. Signal
-Leonard & Helen John's Community Park Improvements
-Fire Station 3

Utility Capital Projects:
-Stonecrest Pump Station Phase II

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: General Capital Projects ($14,950,000)
Utility Capital Projects ($8,250,000)

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Project Detail

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

Project Modification Listing **Attachment 1**

FY 2025-2026 - CIP Amendment 3

General Capital Projects

Signals	Description	Fund	FY 25-26	5 Yr CIP
Cross Timbers Road at Denton Creek Blvd	Funding is needed for design cost associated with this project. The funding will be transferred from project savings associated with the Denton Creek Blvd Bridge project.	505	$50,000	$50,000

Parks	Description	Fund	FY 25-26	5 Yr CIP
Leonard & Helen Johns Community Park Improvements	Construction contract for this project will be awarded in FY 26-27. Moving $6,000,000 from the FY 25-26 CIP year to the FY 26-27 CIP year.	537	$ (6,000,000)	$6,000,000

Facilities	Description	Fund	FY 25-26	5 Yr CIP
Fire Station 3	The Town is not procceeding with renovation/construction at fire station 3 at this time. Reducing FY 25-26 CIP from $15,000,000 to $6,000,000.	533	$ (9,000,000)	$9,000,000

Total General Capital Projects **$ (14,950,000)** **$ 15,050,000**

Utility Capital Projects

Water	Description	Fund	FY 25-26	5 Yr CIP
Stonecrest Pump Station Phase II	Construction contract for this project will be awarded in FY 26-27. Project budget has been revised and moved to the FY 26-27 CIP year.	630	$ (8,250,000)	$ 8,250,000

Total Utility Capital Projects Impact **$ (8,250,000)** **$ 8,250,000**

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

DATE: August 17, 2026
FROM: John Zagurski, Chief Financial Officer
ITEM: **Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2026, and ending September 30, 2027.**

BACKGROUND: Ad valorem tax collection revenue is divided between the General Fund (for operation and maintenance), the Debt Service Fund (for payment of principal and interest on debt obligations), and the Tax Increment Reinvestment Zone (TIRZ) Fund. The Town's current rate of collection of ad valorem taxes is expected to meet or exceed 100 percent.

The purpose of this agenda item is to certify that the anticipated collection rate used for the General Fund, Debt Service Fund, and the TIRZ Fund is 100 percent for the 2026-2027 fiscal year, which is one of the steps required by state law to establish the 2026-2027 tax rate. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

Chapter 26 of the Property Tax Code requires municipalities to adopt an estimated collection rate to comply with truth-in-taxation laws in adopting their tax rates. The laws have two purposes: 1) to make taxpayers aware of tax rate proposals; and 2) to allow taxpayers, in certain cases, to limit a tax increase.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

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

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

DATE: August 17, 2026
FROM: John Zagurski, Chief Financial Officer
ITEM: **Consider approval of an ordinance establishing the 2026 certified appraisal roll.**

BACKGROUND: Approval of the certified appraisal roll is an annual process required by the Texas Property Tax Code. The Town will also be required to approve the tax roll after the rate is set. The roll lists all the taxable property and values within the Town limits for 2026.

There are three main parts to the property tax system. First, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) set the value of the property in our Town's limits each year. Second, the Appraisal Review Boards (ARB) settle any disagreements between the taxpayers and the DCAD or the TAD about the value of any property under protest. Third, the Town decides how much money it will need to spend to provide services to taxpayers. This determines the total amount of taxes that will need to be collected.

The preliminary appraisal was provided by the DCAD and the TAD in mid May and the certified appraisal roll was provided in late July by DCAD and TAD.

The Chief Appraisers certify the appraisal rolls that allows the Town to calculate and submit the no-new-revenue and voter-approval tax rates.

The total taxable value on the 2026 appraisal roll including estimated values under protest is $17,290,910,500. Once the tax rate is approved, the Town will be able to calculate its 2026 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service. On September 19, 2005, an ordinance was approved establishing a Tax Increment Reinvestment Zone (TIRZ). Approximately $1,346,482,967 of the 2026 appraisal roll is the incremental difference between the 2005 and 2026 appraised value of properties in the TIRZ.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

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

ATTACHMENTS:
1. Ordinance - est 2026 certified roll
2. Denton CAD Certified Totals 2026
3. Tarrant CAD Certified Totals 2026

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2026 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) prepare the certified appraisal rolls and rolls under protest of the taxable property in the Town of Flower Mound, Texas (Town); and

WHEREAS, the Town uses the certified appraisal rolls and rolls under protest received from the DCAD and TAD to calculate the tax rate and voter-approval tax rate applicable to taxable property in the Town; and

WHEREAS, approval by the Town of the certified appraisal roll is required by state law as an integral part of the Town's ability to levy and collect property taxes.

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

SECTION 1

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

SECTION 2

The Town Council hereby approves the 2026 appraisal roll of the Town, in the amount of $17,290,910,500 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Board of the DCAD and the TAD.

SECTION 3

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION 4

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and, the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 17th DAY OF AUGUST, 2026.

APPROVED:

_____
Cheryl Moore, MAYOR

ATTEST:

_____
Traci Henderson, TOWN SECRETARY

APPRAISAL TOTALS

7-23-2026

Run ID: 2358

Type: Certification Totals
Year: 2026
As of Roll Correction: 0
Property Type List: All
Taxing Unit List: All
Taxing Unit Selection Type: All

Mineral Company:
Tag List:
Property List:

Custom Query:

FLOWER MOUND TOWN OF

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (27,482)	(Count) (340)	(Count) (27,822)
Land HS Value	4,941,180,483	60,964,241	5,002,144,724
Land NHS Value	1,397,320,768	5,292,743	1,402,613,511
Land Ag Market Value	432,900,955	1,076,825	433,977,780
Land Timber Market Value	0	0	0
Total Land Value	**6,771,402,206**	**67,333,809**	**6,838,736,015**
Improvement HS Value	11,604,676,347	161,602,478	11,766,278,825
Improvement NHS Value	3,172,118,982	256,041	3,172,375,023
Total Improvement	**14,776,795,329**	**161,858,519**	**14,938,653,848**
Market Value	**21,548,197,535**	**229,192,328**	**21,777,389,863**
BUSINESS PERSONAL PROPERTY	(2,112)	(1)	(2,113)
Market Value	**1,417,035,754**	**83,300**	**1,417,119,054**
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
	(Total Count) (29,594)	(Total Count) (341)	(Total Count) (29,935)
TOTAL MARKET	**22,965,233,289**	**229,275,628**	**23,194,508,917**
Ag Productivity	75,381	215	75,596
Ag Loss (-)	432,825,574	1,076,610	433,902,184
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	**22,532,407,715**	**228,199,018**	**22,760,606,733**
	99.0%	1.0%	100.0%
HS CAP Limitation Value (-)	378,716,070	4,316,415	383,032,485
CB CAP Limitation Value (-)	51,554,692	1,588,447	53,143,139
NET APPRAISED VALUE	**22,102,136,953**	**222,294,156**	**22,324,431,109**
Total Exemption Amount	5,669,887,635	43,495,840	5,713,383,475
NET TAXABLE	**16,432,249,318**	**178,798,316**	**16,611,047,634**
TAX LIMIT/FREEZE ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (I&S)	**16,432,249,318**	**178,798,316**	**16,611,047,634**
CHAPTER 312 ADJUSTMENT	**0**	**0**	**0**
CHAPTER 313 ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (M&O)	**16,432,249,318**	**178,798,316**	**16,611,047,634**

APPROX TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)

$64,330,766.95 = 16,611,047,634 * (0.387277 / 100)

Tax Increment Refinance Zone	Tax Increment Finance Value	Tax Increment Finance Levy
C07TIRZ1 (0.8)	1,312,736,818	5,083,927.88
C07TIRZ2 (0.5)	15,252,005	59,067.51
Tax Increment Totals:	1,327,988,823	5,142,995.39

FLOWER MOUND TOWN OF

Exemptions

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Homestead Exemptions						
HS-Local	2,763,215,406	19,844	35,339,040	238	2,798,554,446	20,082
HS-State	0	0	0	0	0	0
HS-Prorated	4,235,842	37	0	0	4,235,842	37
OV65-Local	868,478,529	5,951	7,725,000	52	876,203,529	6,003
OV65-State	0	0	0	0	0	0
OV65-Prorated	0	0	0	0	0	0
OV65S-Local	21,600,001	158	0	0	21,600,001	158
OV65S-State	0	0	0	0	0	0
OV65S-Prorated	0	0	0	0	0	0
DP-Local	16,771,577	118	300,000	2	17,071,577	120
DP-State	0	0	0	0	0	0
DP-Prorated	0	0	0	0	0	0
DPS-Local	0	0	0	0	0	0
DPS-State	0	0	0	0	0	0
DPS-Prorated	0	0	0	0	0	0
DVHS	222,200,264	300	0	0	222,200,264	300
DVHS-Prorated	8,691,047	24	0	0	8,691,047	24
DVHSS	11,215,160	20	0	0	11,215,160	20
DVHSS-Prorated	0	0	0	0	0	0
DVHSS-UD	2,465,720	6	0	0	2,465,720	6
FRSS	1,897,794	3	0	0	1,897,794	3
Subtotal for Homestead Exemptions	**3,920,771,340**	**26,461**	**43,364,040**	**292**	**3,964,135,380**	**26,753**
Disabled Veterans Exemptions						
DV1	888,200	106	5,000	1	893,200	107
DV1S	30,000	6	0	0	30,000	6
DV2	612,000	69	7,500	1	619,500	70
DV2S	37,500	5	0	0	37,500	5
DV3	712,000	69	12,000	1	724,000	70
DV3S	30,000	3	0	0	30,000	3
DV4	2,028,000	376	24,000	2	2,052,000	378
DV4S	204,000	38	0	0	204,000	38
Subtotal for Disabled Veterans Exemptions	**4,541,700**	**672**	**48,500**	**5**	**4,590,200**	**677**
Special Exemptions						
AB	7,363,227	3	0	0	7,363,227	3
FR	388,314,815	26	0	0	388,314,815	26
MASSS	529,717	1	0	0	529,717	1
PC	356,342	5	0	0	356,342	5
PPV	201,982	4	0	0	201,982	4
Subtotal for Special Exemptions	**396,766,083**	**39**	**0**	**0**	**396,766,083**	**39**

FLOWER MOUND TOWN OF

Exemptions

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Absolute Exemptions						
Exempt UD	85,490	2	0	0	85,490	2
EX-XG	90,000	1	0	0	90,000	1
EX-XG-PRORATED	0	0	0	0	0	0
EX-XI	3,429,785	4	0	0	3,429,785	4
EX-XI-PRORATED	0	0	0	0	0	0
EX-XJ	58,332,554	5	0	0	58,332,554	5
EX-XJ-PRORATED	0	0	0	0	0	0
EX-XL	38,156	1	0	0	38,156	1
EX-XL-PRORATED	0	0	0	0	0	0
EX-XN	92,382,062	23	0	0	92,382,062	23
EX-XN-PRORATED	0	0	0	0	0	0
EX-XR	4,887	3	0	0	4,887	3
EX-XR-PRORATED	0	0	0	0	0	0
EX-XU	101,944	2	0	0	101,944	2
EX-XU-PRORATED	0	0	0	0	0	0
EX-XV	1,079,297,876	1,289	0	0	1,079,297,876	1,289
EX-XV-PRORATED	0	0	0	0	0	0
Subtotal for Absolute Exemptions	**1,233,762,754**	**1,330**	**0**	**0**	**1,233,762,754**	**1,330**
Other Exemptions						
BPPEX	82,774,462	1,650	83,300	1	82,857,762	1,651
BPPEX-AL	2,152,565	49	0	0	2,152,565	49
BPPEX-TU	12,383,151	338	0	0	12,383,151	338
BPPEX-UD	16,735,580	70	0	0	16,735,580	70
Subtotal for Other Exemptions	**114,045,758**	**2,107**	**83,300**	**1**	**114,129,058**	**2,108**
Total:	**5,669,887,635**	**30,609**	**43,495,840**	**298**	**5,713,383,475**	**30,907**

New Value

Total New Market Value: $182,760,881

Total New Taxable Value: $117,340,437

JETI

New Market Value: $0

New Taxable Value: $0

Chapter 313

New Market Value: $0

New Taxable Value: $0

TIF/TIRZ

New Market Value: $7,672,178

New Taxable Value: $4,400,098

Exemption Loss

New Absolute Exemptions

Exemption	Description	Count	Last Year Market Value
EX-XN	11.252 Motor vehicles leased for personal use	23	0
EX-XV	Other Exemptions (including public property, reli...	39	6,100,000
Absolute Exemption Value Loss:		**62**	**6,100,000**

New Partial Exemptions

Exemption	Description	Count	Partial Exemption Amt
AB	Abatement (Special Exemption)	2	1,695,404
BPPEX	BPPEX	1445	79,023,756
BPPEX-AL	BPPEX- Split EX Between Related Business Entities	42	2,135,509
BPPEX-TU	BPPEX- Split EX For Leasing or Multi-location	179	9,610,555
DPS	DISABLED Surviving Spouse	1	0
DV1	Disabled Veterans 10% - 29%	4	20,000
DV2	Disabled Veterans 30% - 49%	7	61,500
DV3	Disabled Veterans 50% - 69%	8	86,000
DV4	Disabled Veterans 70% - 100%	46	264,000
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	4	0
DVHS	Disabled Veteran Homestead	28	15,375,970
DVHSS	Disabled Veteran Homestead Surviving Spouse	4	2,334,156
FR	FREEPORT	2	727,542
HS	Homestead	402	59,998,763
OV65	Over 65	112	16,350,000
OV65S	OV65 Surviving Spouse	3	300,000
Partial Exemption Value Loss:		**2,289**	**187,983,155**
Total NEW Exemption Value			**194,083,155**

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:		**0**	**0**
Total Exemption Value Loss:			**194,083,155**

New Special Use (Ag/Timber)

Count	2025 Market Value	2026 Special Use	Loss
6	1,042,477	461	-1,042,016

New Annexations/Deannexations

Count	Market Value	Taxable Value

Average Homestead Value

Categor	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable

Average Homestead Value

Categor	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable
A Only	19,900	709,513	150,881	617,823	123,400	540,447	485,600
A & E	20,001	711,993	151,359	618,000	123,400	541,821	485,600

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
341	229,275,628	211,299,196	165,435,552

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	23,914		51,289,056	16,335,806,045	12,067,518,001
B	Multifamily Residential	168		0	739,492,956	729,689,282
C1	Vacant Lots and Tracts	756		0	176,508,836	164,904,128
D1	Qualified Open-Space Land	310	4,628.3	552,391	432,900,955	75,357
D2	Farm or Ranch Improvements on Qualified	88		0	5,044,712	4,424,894
E	Rural Land,Not Qualified for Open-Space Land	273		5,167,283	257,329,041	199,265,646
F1	Commercial Real Property	565		36,309,018	2,366,893,095	2,354,352,974
F2	Industrial Real Property	5		0	14,985,434	14,067,583
J2	Gas Distribution Systems	4		0	58,937,521	58,562,521
J3	Electric Companies (including Co-ops)	13		0	72,406,735	71,314,665
J4	Telephone Companies (including Co-ops)	26		0	37,207,248	25,592,668
J5	Railroads	3		0	184,130	42,130
J6	Pipelines	5		0	2,477,840	1,852,840
J7	Cable Companies	9		0	144,238,740	26,116,678
J8	Other Type of Utility	1		0	148,700	23,700
L1	Commercial Personal Property	1,936		4,165,300	646,839,554	408,203,854
L2	Industrial and Manufacturing Personal Property	32		0	168,475,961	119,592,465
M1	Mobile Homes	214		9,077	2,597,291	2,201,871
O	Residential Inventory	267		27,584,114	76,281,177	75,536,882
S	Special Inventory	2		0	18,669	9,170
XB	Income Producing Tangible Personal	7		0	194,201,755	108,902,009
XG	Primarily Performing Charitable Functions (§11.	1		0	90,000	0
XI	Youth Spiritual, Mental and Physical	4		0	3,429,785	0
XJ	Private Schools (§11.21)	5		0	58,332,554	0
XL	Organizations Providing Economic	1		0	38,156	0
XN	Motor Vehicles Leased for Personal Use (§11.	23		0	92,382,062	0
XR	Nonprofit Water or Wastewater Corporation	3		0	4,887	0
XU	MiscellaneousExemptions (§11.23)	2		0	101,944	0
XV	Other Totally Exempt Properties (including	1,267	42.7	57,660,287	1,077,877,506	0
		Totals:	4,671	182,736,526	22,965,233,289	16,432,249,318

Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	316		24,355	220,932,244	173,516,155
C1	Vacant Lots and Tracts	16		0	3,092,952	2,007,155
D1	Qualified Open-Space Land	5	11.77	0	1,076,825	215
D2	Farm or Ranch Improvements on Qualified	2		0	170,909	170,909
E	Rural Land,Not Qualified for Open-Space Land	4		0	3,919,398	3,103,882
L1	Commercial Personal Property	1		0	83,300	0
		Totals:	11.77	24,355	229,275,628	178,798,316

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	24,230		51,313,411	16,556,738,289	12,241,034,156
B	Multifamily Residential	168		0	739,492,956	729,689,282
C1	Vacant Lots and Tracts	772		0	179,601,788	166,911,283
D1	Qualified Open-Space Land	315	4,640.06	552,391	433,977,780	75,572
D2	Farm or Ranch Improvements on Qualified	90		0	5,215,621	4,595,803
E	Rural Land,Not Qualified for Open-Space Land	277		5,167,283	261,248,439	202,369,528
F1	Commercial Real Property	565		36,309,018	2,366,893,095	2,354,352,974
F2	Industrial Real Property	5		0	14,985,434	14,067,583
J2	Gas Distribution Systems	4		0	58,937,521	58,562,521
J3	Electric Companies (including Co-ops)	13		0	72,406,735	71,314,665
J4	Telephone Companies (including Co-ops)	26		0	37,207,248	25,592,668
J5	Railroads	3		0	184,130	42,130
J6	Pipelines	5		0	2,477,840	1,852,840
J7	Cable Companies	9		0	144,238,740	26,116,678
J8	Other Type of Utility	1		0	148,700	23,700
L1	Commercial Personal Property	1,937		4,165,300	646,922,854	408,203,854
L2	Industrial and Manufacturing Personal Property	32		0	168,475,961	119,592,465
M1	Mobile Homes	214		9,077	2,597,291	2,201,871
O	Residential Inventory	267		27,584,114	76,281,177	75,536,882
S	Special Inventory	2		0	18,669	9,170
XB	Income Producing Tangible Personal	7		0	194,201,755	108,902,009
XG	Primarily Performing Charitable Functions (§11.	1		0	90,000	0
XI	Youth Spiritual, Mental and Physical	4		0	3,429,785	0
XJ	Private Schools (§11.21)	5		0	58,332,554	0
XL	Organizations Providing Economic	1		0	38,156	0
XN	Motor Vehicles Leased for Personal Use (§11.	23		0	92,382,062	0
XR	Nonprofit Water or Wastewater Corporation	3		0	4,887	0
XU	MiscellaneousExemptions (§11.23)	2		0	101,944	0
XV	Other Totally Exempt Properties (including	1,267	42.7	57,660,287	1,077,877,506	0
		Totals:	4,682.76	182,760,881	23,194,508,917	16,611,047,634

FLOWER MOUND TOWN OF

Top Taxpayers

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	1764825	AVALON LAKESIDE LP	$106,000,100	$106,000,000
2	918808	ELAN FLOWER MOUND PHASE II	$101,862,713	$101,862,713
3	1048849	FFF ENTERPRISES INC	$164,894,989	$85,477,067
4	1055606	DUKE REALTY LP	$76,448,010	$76,448,010
5	979347	WMCi DALLAS I LLC C/O CHRIS TAYLOR	$70,125,000	$70,125,000
6	505396	LIT INDUSTRIAL TEXAS LTD P/S	$66,733,204	$66,733,204
7	704127	FLOWER MOUND HOSPITAL PARTNERS	$62,852,234	$62,852,234
8	851965	CPF PC RIVERWALK LLC	$58,159,000	$58,159,000
9	804650	DUKE REALTY, LP	$58,000,100	$58,000,000
10	777575	Atmos Energy Mid-Tex Distribution	$57,242,770	$57,117,770
11	1041583	FLOWER MOUND IL GROUP LP	$55,900,000	$55,900,000
12	1777124	WOP 301 FLOWER MOUND LLC	$53,186,905	$53,186,905
13	802644	CWS TRIDGE MCKINNEY LP & SAP	$53,000,000	$53,000,000
14	680479	PROLOGIS	$52,165,000	$52,165,000
15	912723	ROBERTSONS CREEK DUNHILL LLC	$49,925,600	$49,925,600
16	1046237	SRP FLOWER MOUND LLC	$49,820,000	$49,820,000
17	709923	FVLAC LANTANA LP ETAL	$47,000,000	$47,000,000
18	673443	Oncor Electric Delivery Co	$45,671,043	$45,344,493
19	1033487	MFREVF III - LEXINGTON LP	$43,354,171	$43,354,171
20	968162	US II DALLAS LLC	$42,434,625	$42,434,625
		Total	$1,314,775,464	$1,234,905,792

FLOWER MOUND TIRZ 1

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (1,743)	(Count) (30)	(Count) (1,773)
Land HS Value	178,574,026	4,684,650	183,258,676
Land NHS Value	396,147,801	0	396,147,801
Land Ag Market Value	13,753,783	0	13,753,783
Land Timber Market Value	0	0	0
Total Land Value	**588,475,610**	**4,684,650**	**593,160,260**
Improvement HS Value	601,457,133	19,272,841	620,729,974
Improvement NHS Value	922,826,149	0	922,826,149
Total Improvement	**1,524,283,282**	**19,272,841**	**1,543,556,123**
Market Value	**2,112,758,892**	**23,957,491**	**2,136,716,383**
BUSINESS PERSONAL PROPERTY	(35)	(0)	(35)
Market Value	**3,904,355**	**0**	**3,904,355**
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
	(Total Count) (1,778)	(Total Count) (30)	(Total Count) (1,808)
TOTAL MARKET	**2,116,663,247**	**23,957,491**	**2,140,620,738**
Ag Productivity	2,207	0	2,207
Ag Loss (-)	13,751,576	0	13,751,576
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	**2,102,911,671**	**23,957,491**	**2,126,869,162**
	98.9%	1.1%	100.0%
HS CAP Limitation Value (-)	6,789,471	218,319	7,007,790
CB CAP Limitation Value (-)	4,966,765	164,837	5,131,602
NET APPRAISED VALUE	**2,091,155,435**	**23,574,335**	**2,114,729,770**
Total Exemption Amount	101,870,601	0	101,870,601
NET TAXABLE	**1,989,284,834**	**23,574,335**	**2,012,859,169**
TAX LIMIT/FREEZE ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (I&S)	**1,989,284,834**	**23,574,335**	**2,012,859,169**
CHAPTER 312 ADJUSTMENT	**0**	**0**	**0**
CHAPTER 313 ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (M&O)	**1,989,284,834**	**23,574,335**	**2,012,859,169**

APPROX TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)

$0 = 2,012,859,169 * (0.000000 / 100)

FLOWER MOUND TIRZ 1

Exemptions

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Homestead Exemptions						
DVHS	15,539,262	20	0	0	15,539,262	20
DVHS-Prorated	493,977	1	0	0	493,977	1
DVHSS-UD	230,763	1	0	0	230,763	1
Subtotal for Homestead Exemptions	**16,264,002**	**22**	**0**	**0**	**16,264,002**	**22**
Disabled Veterans Exemptions						
DV1	53,000	5	0	0	53,000	5
DV2	39,000	5	0	0	39,000	5
DV3	42,000	4	0	0	42,000	4
DV4	84,000	19	0	0	84,000	19
DV4S	12,000	1	0	0	12,000	1
Subtotal for Disabled Veterans Exemptions	**230,000**	**34**	**0**	**0**	**230,000**	**34**
Absolute Exemptions						
EX-XI	3,151,958	2	0	0	3,151,958	2
EX-XI-PRORATED	0	0	0	0	0	0
EX-XV	79,348,936	184	0	0	79,348,936	184
EX-XV-PRORATED	0	0	0	0	0	0
Subtotal for Absolute Exemptions	**82,500,894**	**186**	**0**	**0**	**82,500,894**	**186**
Other Exemptions						
BPPEX	2,873,553	34	0	0	2,873,553	34
BPPEX-AL	2,152	1	0	0	2,152	1
Subtotal for Other Exemptions	**2,875,705**	**35**	**0**	**0**	**2,875,705**	**35**
Total:	**101,870,601**	**277**	**0**	**0**	**101,870,601**	**277**

New Value

Total New Market Value: $7,672,178

Total New Taxable Value: $4,480,143

JETI		Chapter 313		TIF/TIRZ	
New Market Value:	$0	New Market Value:	$0	New Market Value:	$7,672,178
New Taxable Value:	$0	New Taxable Value:	$0	New Taxable Value:	$4,480,143

Exemption Loss

New Absolute Exemptions

Exemption	Description	Count	Last Year Market Value
Absolute Exemption Value Loss:		**0**	**0**

New Partial Exemptions

Exemption	Description	Count	Partial Exemption Amt
BPPEX	BPPEX	34	2,873,553
DV4	Disabled Veterans 70% - 100%	1	0
DVHS	Disabled Veteran Homestead	1	493,977
Partial Exemption Value Loss:		**36**	**3,367,530**
Total NEW Exemption Value			**3,367,530**

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:		**0**	**0**
Total Exemption Value Loss:			**3,367,530**

New Special Use (Ag/Timber)

Count	2025 Market Value	2026 Special Use	Loss

New Annexations/Deannexations

Count	Market Value	Taxable Value

Average Homestead Value

Categor	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable
A Only	840	786,084	19,087	688,671	0	758,759	677,997
A & E	840	786,084	19,087	688,671	0	758,759	677,997

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
30	23,957,491	22,349,188	22,007,823

FLOWER MOUND TIRZ 1

State Category Breakdown

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	1,049		645,493	777,194,929	753,245,142
B	Multifamily Residential	6		0	314,004,000	314,004,000
C1	Vacant Lots and Tracts	71		0	29,935,725	29,781,468
D1	Qualified Open-Space Land	6	104.34	0	13,753,783	2,207
D2	Farm or Ranch Improvements on Qualified	4		0	25,692	25,692
E	Rural Land,Not Qualified for Open-Space Land	11		0	12,472,537	12,467,792
F1	Commercial Real Property	253		3,834,650	872,181,418	869,006,233
F2	Industrial Real Property	3		0	4,870,534	3,952,683
L1	Commercial Personal Property	35		50,000	3,904,355	1,028,650
M1	Mobile Homes	94		0	1,000,447	952,034
O	Residential Inventory	73		0	4,818,933	4,818,933
XI	Youth Spiritual, Mental and Physical	2		0	3,151,958	0
XV	Other Totally Exempt Properties (including	184		3,142,035	79,348,936	0
		Totals:	104.34	7,672,178	2,116,663,247	1,989,284,834

FLOWER MOUND TIRZ 1

State Category Breakdown

Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	30		0	23,957,491	23,574,335
		Totals:	0	0	23,957,491	23,574,335

FLOWER MOUND TIRZ 1

State Category Breakdown

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	1,079		645,493	801,152,420	776,819,477
B	Multifamily Residential	6		0	314,004,000	314,004,000
C1	Vacant Lots and Tracts	71		0	29,935,725	29,781,468
D1	Qualified Open-Space Land	6	104.34	0	13,753,783	2,207
D2	Farm or Ranch Improvements on Qualified	4		0	25,692	25,692
E	Rural Land,Not Qualified for Open-Space Land	11		0	12,472,537	12,467,792
F1	Commercial Real Property	253		3,834,650	872,181,418	869,006,233
F2	Industrial Real Property	3		0	4,870,534	3,952,683
L1	Commercial Personal Property	35		50,000	3,904,355	1,028,650
M1	Mobile Homes	94		0	1,000,447	952,034
O	Residential Inventory	73		0	4,818,933	4,818,933
XI	Youth Spiritual, Mental and Physical	2		0	3,151,958	0
XV	Other Totally Exempt Properties (including	184		3,142,035	79,348,936	0
		Totals:	104.34	7,672,178	2,140,620,738	2,012,859,169

FLOWER MOUND TIRZ 1

Top Taxpayers

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	979347	WMCi DALLAS I LLC C/O CHRIS TAYLOR	$70,125,000	$70,125,000
2	704127	FLOWER MOUND HOSPITAL PARTNERS	$62,852,234	$62,852,234
3	851965	CPF PC RIVERWALK LLC	$58,159,000	$58,159,000
4	1041583	FLOWER MOUND IL GROUP LP	$55,900,000	$55,900,000
5	912723	ROBERTSONS CREEK DUNHILL LLC	$49,925,600	$49,925,600
6	1046237	SRP FLOWER MOUND LLC	$49,820,000	$49,820,000
7	709923	FVLAC LANTANA LP ETAL	$47,000,000	$47,000,000
8	783325	HEALTH CARE REIT, INC	$38,616,959	$38,529,565
9	903711	IVT HIGHLANDS AT FLOWER MOUND,	$37,479,466	$37,479,466
10	991845	HIGHLANDS 501 (C) (25), INC	$35,466,881	$35,466,881
11	1017453	NEM FM LP	$33,000,100	$33,000,000
12	945359	IVT RIVERWALK MARKET FLOWER	$23,821,700	$23,821,700
13	1802829	RIVERWALK750 LLC	$19,596,735	$19,596,735
14	1760903	MM RIVERWALK COMMERICAL LLC	$18,000,000	$18,000,000
15	630005	HAWKS RAMSEY LLC	$15,608,150	$15,607,950
16	1910161	VTR AVT FLOWER MOUND LLC	$15,000,000	$15,000,000
17	1784905	LIFE STORAGE LP	$14,500,000	$14,500,000
18	1813979	SHREE MAHA LAXMI FMTX LLC	$14,248,017	$14,248,017
19	1924583	5000 LONG PRAIRIE LLC	$13,500,000	$13,500,000
20	411706	TARGET CORPORATION	$13,334,564	$13,334,564
		Total	$685,954,406	$685,866,712

FLOWER MOUND TIRZ 2

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (118)	(Count) (0)	(Count) (118)
Land HS Value	8,949,478	0	8,949,478
Land NHS Value	49,140,363	0	49,140,363
Land Ag Market Value	138,911,984	0	138,911,984
Land Timber Market Value	0	0	0
Total Land Value	**197,001,825**	**0**	**197,001,825**
Improvement HS Value	4,227,670	0	4,227,670
Improvement NHS Value	14,813,139	0	14,813,139
Total Improvement	**19,040,809**	**0**	**19,040,809**
Market Value	**216,042,634**	**0**	**216,042,634**
BUSINESS PERSONAL PROPERTY	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
	(Total Count) (118)	(Total Count) (0)	(Total Count) (118)
TOTAL MARKET	**216,042,634**	**0**	**216,042,634**
Ag Productivity	37,009	0	37,009
Ag Loss (-)	138,874,975	0	138,874,975
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	**77,167,659**	**0**	**77,167,659**
	100.0%	0.0%	100.0%
HS CAP Limitation Value (-)	890,475	0	890,475
CB CAP Limitation Value (-)	4,956,565	0	4,956,565
NET APPRAISED VALUE	**71,320,619**	**0**	**71,320,619**
Total Exemption Amount	27,576,642	0	27,576,642
NET TAXABLE	**43,743,977**	**0**	**43,743,977**
TAX LIMIT/FREEZE ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (I&S)	**43,743,977**	**0**	**43,743,977**
CHAPTER 312 ADJUSTMENT	**0**	**0**	**0**
CHAPTER 313 ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (M&O)	**43,743,977**	**0**	**43,743,977**

APPROX TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)

$0 = 43,743,977 * (0.000000 / 100)

FLOWER MOUND TIRZ 2

Exemptions

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Absolute Exemptions						
EX-XV	27,576,642	20	0	0	27,576,642	20
EX-XV-PRORATED	0	0	0	0	0	0
Subtotal for Absolute Exemptions	**27,576,642**	**20**	**0**	**0**	**27,576,642**	**20**
Total:	**27,576,642**	**20**	**0**	**0**	**27,576,642**	**20**

New Value

Total New Market Value: $0

Total New Taxable Value: $0

JETI		Chapter 313		TIF/TIRZ	
New Market Value:	$0	New Market Value:	$0	New Market Value:	$0
New Taxable Value:	$0	New Taxable Value:	$0	New Taxable Value:	$0

Exemption Loss

New Absolute Exemptions

Exemption	Description	Count	Last Year Market Value
EX-XV	Other Exemptions (including public property, reli...	2	0
Absolute Exemption Value Loss:		**2**	**0**

New Partial Exemptions

Exemption	Description	Count	Partial Exemption Amt
Partial Exemption Value Loss:		**0**	**0**
Total NEW Exemption Value			**0**

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:		**0**	**0**
Total Exemption Value Loss:			**0**

New Special Use (Ag/Timber)

Count	2025 Market Value	2026 Special Use	Loss
1	0	26	26

New Annexations/Deannexations

Count	Market Value	Taxable Value

Average Homestead Value

Categor	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable
A Only	1	505,000	0	505,000	0	490,179	490,179
A & E	5	508,218	0	505,000	0	330,123	367,178

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value

FLOWER MOUND TIRZ 2

State Category Breakdown

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	7		0	3,160,746	2,663,525
C1	Vacant Lots and Tracts	3		0	1,358,289	1,262,810
D1	Qualified Open-Space Land	68	2,318.36	0	138,911,984	37,009
D2	Farm or Ranch Improvements on Qualified	14		0	384,704	136,438
E	Rural Land,Not Qualified for Open-Space Land	30		0	24,643,875	19,699,526
F1	Commercial Real Property	6		0	19,787,178	19,725,453
J3	Electric Companies (including Co-ops)	1		0	219,216	219,216
XV	Other Totally Exempt Properties (including	21	42.7	0	27,576,642	0
		Totals:	2,361.07	0	216,042,634	43,743,977

FLOWER MOUND TIRZ 2

State Category Breakdown

Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
Totals:						

FLOWER MOUND TIRZ 2

State Category Breakdown

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	7		0	3,160,746	2,663,525
C1	Vacant Lots and Tracts	3		0	1,358,289	1,262,810
D1	Qualified Open-Space Land	68	2,318.36	0	138,911,984	37,009
D2	Farm or Ranch Improvements on Qualified	14		0	384,704	136,438
E	Rural Land,Not Qualified for Open-Space Land	30		0	24,643,875	19,699,526
F1	Commercial Real Property	6		0	19,787,178	19,725,453
J3	Electric Companies (including Co-ops)	1		0	219,216	219,216
XV	Other Totally Exempt Properties (including	21	42.7	0	27,576,642	0
		Totals:	2,361.07	0	216,042,634	43,743,977

FLOWER MOUND TIRZ 2

Top Taxpayers

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	317748	PS LPT PROPERTIES INVESTORS	$11,151,641	$11,151,641
2	998800	GRBK EDGEWOOD LLC	$11,196,351	$5,331,593
3	86554	DUININCK BROTHERS INC	$4,000,000	$4,000,000
4	1795729	DREES CUSTOM HOMES LP	$2,426,053	$2,426,053
5	1844855	AVALON 130 LLC	$2,425,109	$2,425,109
6	1032717	CAPITAL ENGINES 13	$2,378,937	$2,378,937
7	306877	O & C FREEMAN FAMILY LTD	$2,302,146	$2,302,146
8	1004476	IVM CAPITAL LLC - SERIES A	$3,019,678	$2,040,792
9	293251	LARWEL INDUSTRIES INC	$1,450,000	$1,388,275
10	1920547	PARKWOOD HILL SCHOOL REAL ESTATE	$1,223,000	$1,223,000
11	897654	NASH CANYON FALLS, LLC	$1,384,150	$1,081,763
12	1871566	NORTHLAKE AVENUE LLC	$1,043,480	$1,043,480
13	1906293	OLD WR RANCH I FREEMAN LP	$22,185,674	$1,019,361
14	1733865	DELKA, CURTIS & DELKA, EDDIE &	$611,810	$611,810
15	999838	WORLDWIDE PROPERTY GROUP LLC	$607,200	$607,200
16	644575	JONES ROAD PROPERTIES LTD	$1,036,000	$553,600
17	1047050	OLD WR RANCH I LP	$1,254,557	$526,114
18	1099146	ROUNTREE, REBECCA & JEREMY	$505,000	$490,179
19	423867	WALLACE, JAMES S & PATRICIA T	$3,072,984	$464,991
20	831930	EDGEWOOD FARM LLC	$2,618,838	$455,657
		Total	$75,892,608	$41,521,701

APPRAISAL TOTALS

7-24-2026

Run ID: 4995

Type: Adjusted Certified Totals
Year: 2026
As of Roll Correction: 1
Property Type List: All
Taxing Unit List: All
Taxing Unit Selection Type: All

Mineral Company:
Tag List:
Property List:

Custom Query:

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (779)	(Count) (4)	(Count) (783)
Land HS Value	72,343,328	300,000	72,643,328
Land NHS Value	84,677,411	2,187,827	86,865,238
Land Ag Market Value	3,463,542	0	3,463,542
Land Timber Market Value	0	0	0
Total Land Value	**160,484,281**	**2,487,827**	**162,972,108**
Improvement HS Value	207,045,850	1,812,725	208,858,575
Improvement NHS Value	390,711,643	88,465	390,800,108
Total Improvement	**597,757,493**	**1,901,190**	**599,658,683**
Market Value	**758,241,774**	**4,389,017**	**762,630,791**
BUSINESS PERSONAL PROPERTY	(71)	(0)	(71)
Market Value	**93,220,642**	**0**	**93,220,642**
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
	(Total Count) (850)	(Total Count) (4)	(Total Count) (854)
TOTAL MARKET	**851,462,416**	**4,389,017**	**855,851,433**
Ag Productivity	2,705	0	2,705
Ag Loss (-)	3,460,837	0	3,460,837
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	**848,001,579**	**4,389,017**	**852,390,596**
	99.5%	0.5%	100.0%
HS CAP Limitation Value (-)	536,046	0	536,046
CB CAP Limitation Value (-)	8,797,694	59,795	8,857,489
NET APPRAISED VALUE	**838,667,839**	**4,329,222**	**842,997,061**
Total Exemption Amount	153,825,407	104,800	153,930,207
NET TAXABLE	**684,842,432**	**4,224,422**	**689,066,854**
TAX LIMIT/FREEZE ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (I&S)	**684,842,432**	**4,224,422**	**689,066,854**
CHAPTER 312 ADJUSTMENT	**0**	**0**	**0**
CHAPTER 313 ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (M&O)	**684,842,432**	**4,224,422**	**689,066,854**

APPROX TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)

$2,668,597.44 = 689,066,854 * (0.387277 / 100)

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Homestead Exemptions						
HS-Local	33,432,543	319	104,800	1	33,537,343	320
HS-State	0	0	0	0	0	0
HS-Prorated	0	0	0	0	0	0
OV65-Local	6,426,454	52	0	0	6,426,454	52
OV65-State	0	0	0	0	0	0
OV65-Prorated	0	0	0	0	0	0
DVHS	4,255,198	5	0	0	4,255,198	5
DVHS-Prorated	0	0	0	0	0	0
Subtotal for Homestead Exemptions	**44,114,195**	**376**	**104,800**	**1**	**44,218,995**	**377**
Disabled Veterans Exemptions						
DV1	5,000	1	0	0	5,000	1
DV3	42,000	4	0	0	42,000	4
DV4	12,000	2	0	0	12,000	2
Subtotal for Disabled Veterans Exemptions	**59,000**	**7**	**0**	**0**	**59,000**	**7**
Special Exemptions						
FR	51,194,568	9	0	0	51,194,568	9
Subtotal for Special Exemptions	**51,194,568**	**9**	**0**	**0**	**51,194,568**	**9**
Absolute Exemptions						
EX-XN	783,360	4	0	0	783,360	4
EX-XN-PRORATED	0	0	0	0	0	0
EX-XV	52,894,257	13	0	0	52,894,257	13
EX-XV-PRORATED	0	0	0	0	0	0
Subtotal for Absolute Exemptions	**53,677,617**	**17**	**0**	**0**	**53,677,617**	**17**
Other Exemptions						
BPPEX	4,534,247	64	0	0	4,534,247	64
BPPEX-AL	88,625	4	0	0	88,625	4
BPPEX-TU	157,155	3	0	0	157,155	3
Subtotal for Other Exemptions	**4,780,027**	**71**	**0**	**0**	**4,780,027**	**71**
Total:	**153,825,407**	**480**	**104,800**	**1**	**153,930,207**	**481**

New Value

Total New Market Value: $9,000,000

Total New Taxable Value: $9,000,000

JETI		Chapter 313		TIF/TIRZ	
New Market Value:	$0	New Market Value:	$0	New Market Value:	$0
New Taxable Value:	$0	New Taxable Value:	$0	New Taxable Value:	$0

Exemption Loss

New Absolute Exemptions

Exemption	Description	Count	Last Year Market Value
EX-XN	11.252 Motor vehicles leased for personal use	4	0
Absolute Exemption Value Loss:		**4**	**0**

New Partial Exemptions

Exemption	Description	Count	Partial Exemption Amt
BPPEX	BPPEX	58	3,784,247
BPPEX-AL	BPPEX-AL	2	84,093
FR	FREEPORT	3	24,419,267
HS	Homestead	6	840,538
OV65	Over 65	3	375,000
Partial Exemption Value Loss:		**72**	**29,503,145**
Total NEW Exemption Value			**29,503,145**

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:		**0**	**0**
Total Exemption Value Loss:			**29,503,145**

New Special Use (Ag/Timber)

Count	2025 Market Value	2026 Special Use	Loss

New Annexations/Deannexations

Count	Market Value	Taxable Value

Average Homestead Value

Categor	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable
A Only	314	550,050	120,323	460,090	92,000	428,020	362,958
A & E	314	550,050	120,323	460,090	92,000	428,020	362,958

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
4	4,389,017	4,300,552	4,158,776

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	493		0	264,012,828	214,132,497
B	Multifamily Residential	4		9,000,000	206,400,000	206,400,000
C1	Vacant Lots and Tracts	96		0	15,610,662	13,360,052
D1	Qualified Open-Space Land	2	36.55	0	3,463,542	2,705
F1	Commercial Real Property	41		0	207,721,072	207,019,301
J3	Electric Companies (including Co-ops)	2		0	2,662,248	2,534,800
J4	Telephone Companies (including Co-ops)	3		0	34,239	0
L1	Commercial Personal Property	63		0	89,740,795	33,927,887
M1	Mobile Homes	80		0	270,098	231,465
O	Residential Inventory	50		0	7,869,315	7,233,725
XN	Motor Vehicles Leased for Personal Use (§11.	4		0	783,360	0
XV	Other Totally Exempt Properties (including	13		0	52,894,257	0
		Totals:	36.55	9,000,000	851,462,416	684,842,432

Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	2		0	2,112,725	2,007,925
C1	Vacant Lots and Tracts	1		0	2,044,479	2,044,479
F1	Commercial Real Property	1		0	231,813	172,018
		Totals:	0	0	4,389,017	4,224,422

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	495		0	266,125,553	216,140,422
B	Multifamily Residential	4		9,000,000	206,400,000	206,400,000
C1	Vacant Lots and Tracts	97		0	17,655,141	15,404,531
D1	Qualified Open-Space Land	2	36.55	0	3,463,542	2,705
F1	Commercial Real Property	42		0	207,952,885	207,191,319
J3	Electric Companies (including Co-ops)	2		0	2,662,248	2,534,800
J4	Telephone Companies (including Co-ops)	3		0	34,239	0
L1	Commercial Personal Property	63		0	89,740,795	33,927,887
M1	Mobile Homes	80		0	270,098	231,465
O	Residential Inventory	50		0	7,869,315	7,233,725
XN	Motor Vehicles Leased for Personal Use (§11.	4		0	783,360	0
XV	Other Totally Exempt Properties (including	13		0	52,894,257	0
		Totals:	36.55	9,000,000	855,851,433	689,066,854

CITY OF FLOWER MOUND

Top Taxpayers

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	4165906	3111 SUNSET OWNER LLC	$141,000,000	$141,000,000
2	28547	LIT HW1 LP	$73,597,414	$73,597,414
3	3790028	EASTGROUP PROPERTIES LP	$30,595,840	$30,595,840
4	4088053	WOP 301 FLOWER MOUND LLC	$30,000,000	$30,000,000
5	3854290	LIT LP	$28,302,838	$28,302,838
6	3565812	ELAN FLOWER MOUND PHASE II	$19,400,000	$19,400,000
7	3597154	CRP=GREP OVERTURE FLOWER	$16,000,000	$16,000,000
8	3983479	DEUS LLC	$15,238,073	$15,238,073
9	13691	BEST BUY STORES LP	$31,769,308	$14,879,301
10	4031162	MSC FLOWER MOUND LLC	$10,517,508	$10,392,508
11	449995	MERCEDES-BENZ USA LLC	$10,343,595	$10,343,595
12	3896729	US TRINITY HOLDINGS LLC	$6,000,000	$6,000,000
13	3584342	CLARK MATERIAL HANDLING COMPANY	$5,704,920	$5,704,920
14	4148150	CARIBOU 351 LAKESIDE PARKWAY LLC	$6,021,248	$5,453,567
15	4343792	MF-HB TEXAS PROPCO LLC	$4,750,000	$4,750,000
16	34336	PENFOLD CRAIG	$4,686,260	$4,630,466
17	3906793	SUNSET LEGACY LP	$4,965,067	$4,180,071
18	3822847	2018 LOTS LLC	$3,914,155	$3,914,155
19	4143004	HF SILVERON LAND LP	$3,774,286	$3,774,286
20	3868538	FM 2499 OFFICE VENTURE LP	$3,640,001	$3,640,001
		Total	$450,220,513	$431,797,035

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

DATE: August 17, 2026
FROM: John Zagurski, Chief Financial Officer
ITEM: **Consider accepting the submission of the notice of a no-new-revenue tax rate of $0.370440 per $100 assessed valuation and a voter-approval tax rate of $0.388266 per $100 assessed valuation for the fiscal year beginning October 1, 2026, and ending September 30, 2027.**

BACKGROUND: State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their no-new-revenue and voter-approval tax rates and the notice-and-hearing limit for the upcoming fiscal year. The no-new-revenue tax rate allows the public to evaluate the relationship between taxes for the current fiscal year and the upcoming fiscal year. This rate will produce the same amount of tax revenue if applied to the same properties in both years. The voter-approval rate is the highest tax rate the Town can set before an election is required.

All taxing units that levied property taxes in 2025 and intend to levy them in 2026 must calculate a no-new-revenue tax rate and a voter-approval tax rate. Although the actual calculation is more detailed, the Town's no-new-revenue tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The no-new-revenue tax rate enables the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The voter-approval rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The voter-approval rate calculation allows municipalities to raise 103.5 percent of the operating and maintenance money raised in the prior year, plus the necessary debt rate.

State law also requires municipalities to publish the no-new-revenue and voter-approval tax rates, and to hold a public hearing on the proposed tax rates if a tax rate exceeds the no-new-revenue tax rate.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
1. 2026 Tax Rate Worksheet

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

2026 Tax Rate Calculation Notice

Taxing Unit Name: Town of Flower Mound, Texas

Attached are the following documents:

No New Revenue and Voter Approval Tax Rate Worksheets
Notice of Tax Rates (*required to be posted on taxing unit website*)

Approving Rates: Section 8 on worksheet shows the following rates

No New Revenue Rate
Voter Approval Rate
Di Minimis Rate (if applicable)

Please review these documents carefully and notify our office of any changes that need to be made. If any changes are made, our office will send out new documents including the revisions. Once you are satisfied that the calculation is correct, please sign this document stating that you approve the calculation worksheet that is attached to this document.

Proposed M&O $0.334337 (Maintenance & Operation Rate)

Proposed I&S $0.052940 (Interest & Sinking or Debt Rate)

Proposed Total Rate $0.387277

As a representative of Town of Flower Mound, I approve the Tax Rate Calculation and have provided the proposed tax rate for the taxing entity listed above.

John Zagurski
Printed name

John Zagurski
Signature

07/31/26
Date

2026 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

TOWN OF FLOWER MOUND	972-874-6000
Taxing Unit Name	Phone *(area code and number)*
2121 Crosss Timbers Road, Flower Mound, Texas, 75028	FlowerMound.gov
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

https://www.dentoncounty.gov/DocumentCenter/Index/846

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2]	$ 15,918,827,910
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3]	$ 0
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 15,918,827,910
4.	**Prior year total adopted tax rate.**	$ 0.387277 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.**	
	A. Original prior year ARB values:	$ 769,435,656
	B. Prior year values resulting from final court decisions:	- $ 716,066,430
	C. Prior year value loss. Subtract B from A.[4]	$ 53,369,226

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 820,448,251 **B. Prior year disputed value:** - $ 164,089,650 **C. Prior year undisputed value.** Subtract B from A. [5]	$ 656,358,601
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 709,727,827
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 16,628,555,737
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $ 6,100,000 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 217,486,300 **C. Value loss.** Add A and B. [7]	$ 223,586,300
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. **A. Prior year market value:** $ 1,042,477 **B. Current year productivity or special appraised value:** - $ 461 **C. Value loss.** Subtract B from A. [8]	$ 1,042,016
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 224,628,316
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 1,309,932,989
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 15,093,994,432
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 58,455,568
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10]	$ 673,970
17.	**Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11]	$ 59,129,538

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12]	
	A. Certified values: ..... $ 17,117,091,750	
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office: ..... + $ 0	
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0	
	D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 ..... - $ 1,198,394,945	
	E. Total current year value. Add A and B, then subtract C and D.	$ 15,918,696,805
19.	**Total value of properties under protest or not included on certified appraisal roll.** [15]	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] ..... $ 169,594,328	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] ..... + $ 0	
	C. Total value under protest or not certified. Add A and B.	$ 169,594,328
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18]	$ 0
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22]	$ 16,088,291,133
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23]	$ 0
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24]	$ 126,340,437

[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 126,340,437
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 15,961,950,696
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25]	$ 0.370440 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26]	$ /$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.334294 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 16,628,555,737
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 55,588,264
32.	**Adjusted prior year levy for calculating NNR M&O rate.** **A.** **M&O taxes refunded for years preceding the prior tax year.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + $ 579,249 **B.** **Prior year taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 4,570,999 **C.** **Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0 **D.** **Prior year M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ -3,991,750 **E.** Add Line 31 to 32D.	$ 51,596,514
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 15,961,950,696
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.323246 /$100

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet		Amount/Rate
35.	**Rate adjustment for state criminal justice mandate.** [28]		
	A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
36.	**Rate adjustment for indigent health care expenditures.** [29]		
	A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose.	$ 0	
	B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
37.	**Rate adjustment for county indigent defense compensation.** [30]		
	A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose.	$ 0	
	B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.000000 /$100
38.	**Rate adjustment for county hospital expenditures.** [31]		
	A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	$ 0	
	B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.000000 /$100

[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A.** **Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. $ 0 **B.** **Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year $ 0 **C.** Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.323246 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent $ 0 **B.** Divide Line 41A by Line 33 and multiply by $100 $ 0.000000 /$100 **C.** Add Line 41B to Line 40.	$ 0.323246 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.334559 /$100
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: **A.** The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] $ 0.000000 /$100 **- or -** **B.** The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B). a. Enter the **disaster relief cost.** $ 0 b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 $ 0.000000 /$100 c. Add Line D42(B)(b) to Line 42. $ 0.000000 /$100 d. Enter the **current year unused increment rate** from Line 68 $ 0.000000 /$100 e Add Line D42(c) to Line D42(d). $ 0.000000 /$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. **C.** Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ 0.000000 /$100

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36] Enter debt amount ..... $ 21,530,491 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0 **D.** Subtract **amount paid** from other resources ..... – $ 12,477,141 **E. Adjusted debt.** Subtract B, C and D from A.	$ 9,053,350
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [37]	$ 536,178
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 8,517,172
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [38] ..... 100.00 % **B.** Enter the prior year actual collection rate. ..... 99.04 % **C.** Enter the 2024 actual collection rate. ..... 98.37 % **D.** Enter the 2023 actual collection rate. ..... 99.44 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39]	100.00 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 8,517,172
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 16,088,291,133
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.052940 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 0.387499 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	$ 0.000000 /$100
51.	**COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	$ _____ /$100

[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [41] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [42] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 0
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 16,088,291,133
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.000000 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0.370440 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ 0.370440 /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet*.	$ 0.387499 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.387499 /$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [45] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [46]	$ 0
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 16,088,291,133
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ 0.000000 /$100
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ 0.387499 /$100

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [52]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value**	
	A. Voter-approval tax rate (Line 69)	$ 0.388067 /$100
	B. Unused increment rate (Line 68)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.388067 /$100
	D. Adopted Tax Rate	$ 0.387277 /$100
	E. Subtract D from C	$ 0.000790 /$100
	F. 2025 Total Taxable Value (Line 61)	$ 15,639,091,027
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 123,548
65.	**Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.387278 /$100
	B. Unused increment rate (Line 67)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.387278 /$100
	D. Adopted Tax Rate	$ 0.387278 /$100
	E. Subtract D from C	$ 0.000000 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 15,610,968,338
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
66.	**Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.387327 /$100
	B. Unused increment rate (Line 66)	$ 0.001540 /$100
	C. Subtract B from A	$ 0.385787 /$100
	D. Adopted Tax Rate	$ 0.387300 /$100
	E. Subtract D from C	$ -0.001513 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 14,279,514,080
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 123,548
68.	**2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.000767 /$100
69.	**Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.388266 /$100

[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.000000 /$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ 0.000000 /$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.000000 /$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ 0.000000 /$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.387277 /$100
76.	**Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56] If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	$ 0.000000 /$100
77.	**Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ 0.000000 /$100
78.	**Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 15,093,994,432
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ 0
80.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 15,961,950,696
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58]	$ 0.000000 /$100
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ 0.388266 /$100

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.370440 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27

Voter-approval tax rate ..... $ 0.388266 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69

De minimis rate. ..... $ 0.000000 /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

print here ➧ John Zagurski
Printed Name of Taxing Unit Representative

sign here ➧ John Zagurski
Taxing Unit Representative

07/31/2026
Date

[59] Tex. Tax Code §26.04(c-2) and (d-2)

Notice About 2026 Tax Rates

Property tax rates in TOWN OF FLOWER MOUND.

This notice concerns the 2026 property tax rates for TOWN OF FLOWER MOUND. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate	$0.370440/$100
This year's voter-approval tax rate	$0.388266/$100

To see the full calculations, please visit 1505 E. McKinney Street Denton, TX 76209 for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
GENERAL FUND	34,867,152
TIRZ #1	26,826,593
DEBT SERVICE FUND	712,618

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable)*.

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
GENERAL OBLIGATION REFUNDING, SERIES	1,015,000	24,500	1,019,900	2,059,400
2016 GENERAL OBLIGATION REFUNDING, SERIES	335,000	39,500	166,900	541,400
2020 GENERAL OBLIGATION REFUNDING, SERIES	0	0	221,300	221,300
2021 GENERAL OBLIGATION REFUNDING, SERIES	150,000	58,000	616,375	824,375
2023 GENERAL OBLIGATION REFUNDING, SERIES	0	0	514,000	514,000
2024 GENERAL OBLIGATION IMPROVEMENT AND	1,315,000	1,600,125	1,479,792	4,394,917
REFUNDING, SERIES CERTIFICATES OF OBLIGATION, SERIES	0	0	453,744	453,744
2012 CERTIFICATES OF OBLIGATION, SERIES	25,000	6,563	987,975	1,019,538
2014 CERTIFICATES OF OBLIGATION, SERIES	0	0	272,075	272,075
2015 CERTIFICATES OF OBLIGATION, SERIES	0	21,106	39,413	60,519
2015A CERTIFICATES OF OBLIGATION, SERIES	280,000	174,850	285,175	740,025
2018A				

CERTIFICATES OF OBLIGATION, SERIES	260,000	187,050	1,508,575	1,955,625
2019 CERTIFICATES OF OBLIGATION, SERIES	0	0	553,900	553,900
2020 CERTIFICATES OF OBLIGATION, SERIES	0	0	622,750	622,750
2021 CERTIFICATES OF OBLIGATION, SERIES	0	0	623,700	623,700
2022 CERTIFICATES OF OBLIGATION, SERIES	0	0	564,000	564,000
2023 CERTIFICATES OF OBLIGATION, SERIES	15,000	16,575	527,750	559,325
2024 CERTIFICATES OF OBLIGATION, SERIES	0	0	1,048,600	1,048,600
2025 CERTIFICATES OF OBLIGATION, SERIES	2,370,000	1,149,081	954,217	4,473,298
2026 ADMINISTRATION AND ARBITRAGE FEES	11,000	0	17,000	28,000

Total required for 2026 debt service	$21,530,491
- Amount (if any) paid from funds listed in unencumbered funds	$0
- Amount (if any) paid from other resources	$12,477,141
- Excess collections last year	$536,178
= Total to be paid from taxes in 2026	$8,517,172
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2026	$0
= Total debt levy	$8,517,172

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Dawn Waye, Denton County Tax Assessor/Collector on 07/29/2026 .

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

Captured Appraised Value Adjustment Supplemental Worksheet

Form 50-110

TOWN OF FLOWER MOUND
Taxing Unit Name

972-874-6000
Phone Number *(area code and number)*

2121 Crosss Timbers Road, Flower Mound, Texas, 75028
Taxing Unit's Address, City, State, ZIP Code

FlowerMound.gov
Taxing Unit's Website Address

2026
Current Tax Year

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

https://www.dentoncounty.gov/DocumentCenter/Index/846

GENERAL INFORMATION: To calculate the no-new-revenue tax rate, taxing units must deduct the current year captured appraised value of taxable property in a tax increment reinvestment zone (TIRZ) for which the current year taxes will be deposited into a tax increment financing (TIF) fund. A taxing unit that has a tax rate calculation affected by captured appraised value must calculate the taxable value adjustments separately for each reinvestment zone for the current tax year.[2]

SECTION 1: Current Year Captured Appraised Value Adjustment

TIRZ Name Enter the name of each zone or subzone .	**Captured Appraised Value** Enter the current year captured appraised value of taxable property in each zone for which taxes will be deposited into a TIF fund. Do not include any new property value.[3]
FLOWER MOUND TIRZ#1	1,198,394,945.00
Total Captured Appraised Value Add all the values in the Captured Appraised Value column and enter the total on Line 18D on Form 50-856. If you used more than one page, total the values across all pages on Line 18D on Form 50-856.	

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.03(e)
[3] Tex. Tax Code §26.03(c)

TOWN COUNCIL
AGENDA J.8.
CONSENT ITEM(S)

DATE: August 17, 2026
FROM: John Zagurski, Chief Financial Officer
ITEM: **Consider proposing a maximum tax rate of $0.387277 per $100 valuation for the fiscal year beginning October 1, 2026, and ending September 30, 2027; and scheduling September 21, 2026, public hearing on the budget, scheduling September 21, 2026, public hearing on the tax rate, and scheduling the September 21, 2026, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.**

BACKGROUND: Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to limit a tax increase. The Town Council must take a record vote on the maximum tax rate to be considered for the upcoming fiscal year. The adopted tax rate may not exceed this maximum rate.

The Town is required to hold a public hearing on the tax rate and publish a notice in the newspaper, on TV, and website before adopting a tax rate that exceeds $0.370440, the no-new-revenue tax rate.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law. This public hearing is in addition to the tax rate public hearing required by the State Property Tax Code.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: $(66,935,000) based on certified roll at collection rate of 99.5%

Proposed Expenditure/(Revenue)	Account Number(s):
$(52,785,000)	100-4105 Property Taxes
$(9,050,000)	110-4105 Property Taxes
$(5,100,000)	308-4105 Property Taxes

LEGAL REVIEW: N/A

ATTACHMENTS:
None

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

TOWN COUNCIL
AGENDA J.9.
CONSENT ITEM(S)

DATE: August 17, 2026
FROM: John Habern, Park Development Manager
ITEM: **Consider approval of a Professional Services Agreement with Garver, LLC., for the design services associated with the Amy Lane Park Pond Improvements project, in the amount of $185,318.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This item is to enter into a Professional Services Agreement with Garver, LLC, for the design and permitting work associated with the Amy Lane Park Pond Improvements. The scope of services includes a topographic survey, geotechnical investigation, environmental permitting, coordination with the U.S. Army Corps of Engineers for pond dredging and bank stabilization, preparation of construction documents and specifications, bidding assistance, and construction-phase services.

If approved, this agreement would provide for the full design and construction plans for the Amy Lane Park Pond Improvements that will be used for construction bidding of the project. This project is funded through the Town's 4B sales tax fund. Once the design is complete and an opinion of probable costs is provided, additional funding will need to be requested through the CDC and Town Council.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2025-2026 CIP 5-year Plan which included funding for the Amy Lane Park - Pond Improvements project by a vote of 6 to 0 at their June 5, 2025, regular meeting. The Community Development Corporation approved funding in the amount of $250,000 for FY 2025-2026 by a vote of 5 to 0 at their June 24, 2025, meeting.

ALTERNATIVES: A decision not to approve the Professional Services Agreement would leave the pond in its current condition, where we have an ongoing leak located at the pond's outfall structure. The pond is experiencing bank erosion and reduced capacity due to silt deposits over the years.

FISCAL IMPACT: $185,318.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$185,318.00	317-110-90658-6210

LEGAL REVIEW: The Town’s standard professional service agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., was used to draft this agreement. No alteration to the legal content of this form document was made.

ATTACHMENTS:
1. Professional Service Agreement

2. Form 1295

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC.

This contract is entered into on this 17 day of August, 2026, by and between the **TOWN OF FLOWER MOUND, TEXAS,** a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **Garver, LLC.,** ("hereinafter referred to as "CONSULTANT") whose address is 3000 Internet Boulevard, Suite 400, Frisco, Texas, 75304.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Amy Lane Park Pond Improvements project; and

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

TERMS OF AGREEMENT

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

I.
Employment of Consultant

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

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Amy Lane Park Pond Improvements project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.
Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Eighty-Five Thousand Three Hundred Eighteen and No/100 Dollars ($185,318.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.
Revisions of the Scope of Services

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

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

V.
Term

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

VI.
Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

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

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

VIII.
Insurance

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

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

Town of Flower Mound
2121Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flowermound.gov

The following policies and coverage shall be required:

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

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of $1,000,000 per occurrence, $1,000,000 Products/Completed Operations Aggregate and $1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000.00 per occurrence; and

4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be $1,000,000.00 per claim, $1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

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

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

John Habern
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6343 Telephone

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

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;

5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and

6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

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

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;

2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

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

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and

4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.
Right to Inspect Records

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

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

(a) Specific performance of the Contract;

(b) Re-performance of this Contract at no extra charge to TOWN; or

(c) Monetary damages.

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX.
Notice Information

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

John Habern
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6343 Telephone

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

Kyle Hogue, P.E.
Garver
3000 Internet Boulevard, Suite 400
Frisco, Texas 75034
469-920-2311 Telephone
KDHogue@GarverUSA.com

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

(a) Cancel, terminate, or suspend the Contract in whole or in part; or

(b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

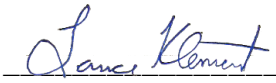
XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity

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

[Signature Page to Follow]

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

CONSULTANT: **GARVER, LLC.**	**THE TOWN OF FLOWER MOUND, TEXAS**
By: 	By: _____
Name: Lance Klement	Name: _____
Title: NTX Water Team Leader	Title: _____
Dated: 7/22/2026	Dated: _____

ATTACHMENT A
SCOPE OF SERVICES

Amy Park Pond Improvements Project
Town of Flower Mound, Texas

PROJECT OBJECTIVES

Provide professional engineering, surveying, design, and other services necessary to prepare construction plans, specifications and contract documents for improvements to the Amy Park Pond for the Town of Flower Mound (Client). This scope of services includes the following project objectives:

1. Establishment of baseline conditions to initiate the development of dredging, and disposal construction plans and preliminary cost estimates.
2. Attending up to six (6) meetings with Client and project team.
3. Preparation of construction plans and specifications suitable for the Client and necessary for documentation for construction by general contractors for dredging the pond, sealing the pond, rebuilding the pond spillway, and constructing bank stabilization/slope protection revetment around the perimeter of the pond.
4. Providing conformed documents.

SCOPE OF SERVICES AND SPECIFIC ASSUMPTIONS

The work to be performed for the Amy Park Pond Project will include the preparation of the necessary analyses, permitting, construction plans, contract documents and surveying required to seal the pond, remove sediment from the pond, return the pond to its original configuration, reconstruct the pond outlet works with the same capacity as existing conditions, and construct bank stabilization/slope protection revetment.

The tasks presented in the paragraphs below have been developed after careful review of the elements necessary to accomplish the goals of the project. Task items not explicitly described in this Scope will be an Additional Service.

GENERAL ASSUMPTIONS

- Client will provide Engineer any existing plans for utilities and any existing studies, reports and other available info relating to the pond and adjacent areas.
- Client will provide Engineer with bathymetric survey data.
- Environmental remediation services, impact studies, and assessments are not a part of this contract.
- Client will advertise and receive bids.
- This scope of services assumes the pond will be dredged by mechanical methods and that the pond can be drained for the dredging operation.
- This project is intended to remove assumed siltation and restore the pond to desired, consistent depth. No change in capacity is anticipated, and thus no coordination with FEMA or with TCEQ Dam Safety requirements is included in this project.
- The pond will not be analyzed for determination of spillway capacity. Rather, the spillway will be re-constructed to match original configuration.
- This pond is below the size required for TCEQ Dam regulation and classification.

PLANNING
The preliminary planning and engineering phase of this Scope of Services begins with establishment of baseline conditions for the project, meeting with the Project Team and continues through providing a project evaluation and preliminary cost estimate, from which the Client will initiate the development of the construction plans, prepared by Garver.

100 SERIES TASKS – PLANNING

Task 101 – Field Reconnaissance
Garver will perform a one-day field reconnaissance of the pond area and the surrounding area to observe and document existing conditions.

Task 102 – Survey
Garver will review bathymetric survey data of the Amy Park Pond dredge area obtained from the Town.

Garver will contract with a surveying subconsultant to determine the existing elevations of the shoreline, dams and outfalls, and adjacent areas of the Amy Park Pond. This survey will be used to design bank stabilization and slope protection revetment around the perimeter of the pond.

Task 103 – Geotechnical Investigation and Report Review
Garver will contract with a geotechnical engineering firm to provide a geotechnical investigation and a recommendation for sealing the pond floor.

The geotechnical investigation will include 3 borings within the pond. The borings will consist of two to 25-foot depth for soil data collection and one to 40-foot depth to evaluate shallow and deep foundation conditions for the spillway. The geotechnical engineer will provide a report for recommended design parameters for the sealing of the pond floor and banks and for slope protection. Garver will obtain a floodplain permit, granted by the Town prior to any activity within the floodplain.

Excluded from the geotechnical engineering scope will be traffic control plans for diverting traffic on W. Windsor Drive and repair of landscaping and turf at Amy Park. These items can be added as additional services if required.

This scope of services does not include obtaining sediment or soil samples from the proposed dredge areas for the purpose of testing for the presence of contaminants, chemicals, soil properties, soil parameters or other substances that might be contained in the sediments to be removed from the ponds.

Task 104 – Project Meetings
Work effort for this series of tasks includes the attendance of the project manager and project engineer at meetings with the project team, including Town staff during design and plan development. A maximum of four (4) project meetings are assumed for this task.

200 SERIES TASKS – PERMITTING

Task 201 – Coordination with USACE

The proposed mechanical dredging is anticipated to be permitted through a Nationwide Permit or Letter of Permission. Coordination with the USACE will determine the required permit. Coordination with the USACE will be necessary to determine if the USACE will allow separation of the projects (permitting of the dredging under NWP 43 and the bank stabilization under NWP 13). A pre-application meeting with the USACE will be conducted prior to submitting the permit request.

Task 202 – Dredging Permitting Nationwide Permit/LOP
The permit request will be submitted via the USACE Regulatory Request System (RRS) As part of this effort, a preliminary jurisdictional determination will be prepared and submitted to the USACE.

It is assumed that the sediment removal will be deposited in an upland area, as defined by the USACE. Any deviation from this plan is not included in this task and would require additional coordination with the USACE, may require additional permitting, and could be covered under additional services.

The completion of this task may require the preparation of a biological assessment. Should a biological assessment be required by the USACE, US Fish and Wildlife Service or Texas Parks and Wildlife, this could be developed as additional services.

The completion of this task does not include the preparation of a wetland or habitat mitigation plan, as these activities are assumed to be self-mitigating.

Task 203 – Bank Stabilization Permitting, Nationwide Permit 13
The proposed bank stabilization could be permitted under Nationwide Permit (NWP) 13 (Bank Stabilization). Assistance regarding Section 404 permitting of the proposed bank stabilization is being provided as part of this scope. As part of this effort, a preliminary jurisdictional determination will be prepared and submitted to the USACE along with a pre-construction notification for NWP 13 using the USACE RRS.

The completion of this task does not include the preparation of a wetland or habitat mitigation plan.

300 SERIES TASKS – PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

For the purposes of this scope of work, the construction plans and specifications will consist of the following project elements:

1. Partial dredging of the Amy Park Pond by mechanical dredging methods. The dredged material will be transported to a certified landfill for disposal. As such, no disposal site or temporary holding site plans or location will be included in this project.
2. Geotechnical treatment with a clay liner to seal pond floor and banks and reduce water loss.
3. Construction of bank stabilization/slope protection revetment system to match existing gabion system along a portion of the perimeter of the Amy Park Pond.
4. Rebuilding the existing dam to match the current length, width and height of the dam. This project will match the existing crest length and elevations. This design will include a signed and sealed structural design of the outfall, with crest length and height matching

the current size of the outfall opening. Analysis or Design of the outfall opening to a specific discharge or return event will be considered Additional Services.

Completion of this series of tasks involves the preparation of construction plans to detail the dredging operations and operations to be included to transport the sediment to a certified landfill. The plans will also detail the construction of bank stabilization/slope paving revetment. The plans will include structural and aesthetic design of the outfall to match it's current opening configuration. Completed construction plans will be suitable to advertise for bidding.

Preparation of the construction plans will include the preparation of engineering calculations and other measures to determine the dredge area, contractor staging areas, wall and slope paving construction and dam reconstruction. Construction plans will include layout sheets, plan view sheets, typical section sheets, grading sheets, survey horizontal and vertical control, detail sheets and other sheets to adequately describe the proposed construction project.

Task 301 – Preliminary Plans
Preliminary schematic plans for the project will be submitted to the Town for review and comment. Plans and specifications will be submitted in digital format for review and comment.

Owner will provide Garver with copies of existing as-built utility construction plans within and adjacent to the dredge area. Franchise utility locations will be mapped based on visible evidence including markers and visible above-ground facilities.

These plans will be representative of the final construction plans, but final engineering calculations will be performed only after the Client comments have been received and included in the final engineering phase of the project. An opinion of probable cost will be prepared at this time. The opinion of probable construction cost (AACE Class 3) will be prepared as part of the project.

Task 302 – Plan Review Coordination
Upon completion of the Town's review of the plans, specifications and contract documents, Garver's engineers will attend a meeting with the Town to discuss their review comments and required modifications to the preliminary schematic plans.

After this meeting, a Floodplain Development Permit will be completed by Garver for Town documentation. No flood modeling is included with the Floodplain Development Permit application.

Task 303 – Final Plans
Final plans and specifications for the project will be submitted to the Town in digital format for review and comment. Final specifications and contract documents will also be provided prior to advertisement and bidding. Garver will make one design submittal at 90% design for Town review and comment. Town comments from 90% design will be addressed in the 100% submittal of plans, specifications and opinion of probable construction cost for bidding purposes. No more than one round of Town comments are included in this Scope. Additional rounds of comments may require Additional Services.

Task 304 – Advertisement and Bidding Assistance
The advertisement and bidding phase services for this scope of service include the following items:

1. Preparation of bid advertisement to be provided to the Client. It is assumed that Town staff will place the advertisement in the local newspaper and publications of choice.
2. Attend one (1) pre-bid and one (1) pre-construction meeting.
3. Prepare up to 2 addenda. It is assumed for this Scope that Town staff will process the addenda.
4. Evaluate bids and recommend award.
5. Answer questions from the Town and bidders during advertisement and during pre-bid meeting.

400 SERIES TASKS – CONSTRUCTION PHASE SERVICES

Completion of this series of tasks involves the limited review and observation of construction activities and contractor requests.

Task 401 – Construction Observation
A member of the design team will provide up to three (3) on-site observation visits of construction progress and activities. If additional on-site observations are required, additional services will be required.

Task 402 – Post-Dredge Survey Review
It is assumed that the construction contractor will provide a final post-dredge survey of the pond. The specifications for the project will require the contractor to provide this survey. Upon notice from the contractor that the mechanical dredging is complete and before pond liner construction has begun, Garver will review a post-project survey of the pond provided by the contractor. This task includes one (1) post-dredge survey review of the project areas.

Task 403 – Submittal Review
Evaluate and respond up to fifteen (15) construction material submittals and shop drawings. Corrections or comments made by GARVER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, GARVER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

Task 404 – As-Built Plans
Garver will prepare as-built plans for the construction project. The plans will be based on Contractor mark-ups for changes to the ongoing construction project. No field survey will be completed by Garver for this task.

PROJECT DELIVERABLES
Garver will provide the following deliverables:

A. Field Survey and Geotechnical Report in digital format.
B. Documentation from coordination with USACE re: permitting.
C. Construction Plans and Bid Documents.
D. As-Built Drawings.

SCHEDULE
Garver will begin work under this Agreement within ten (10) days of a Notice to Proceed and will endeavor to complete the work in accordance with the estimated schedule below:

Phase Description	Estimated Calendar Days
Tasks 102 and 103 (Data Collection)	30 days from Notice to Proceed
Preliminary Construction Plans (90% Submittal)	60 days after Tasks 102 and 103 are Complete
Town Review	21 days after Preliminary Construction Plans Submittal
Final Construction Plans, Specifications, and Estimates	30 days after receiving the comments from Town
Advertisement and Bidding Assistance	30 days after Final Plans are submitted

REIMBURSABLE EXPENSES
Expenses included in this contract are shown in Attachment B. Expenses include material production and reproduction costs, courier costs, travel costs, and other miscellaneous items. Direct cost plus 10 percent will be billed for subcontract/subconsultant fees.

EXCLUSIONS AND RESTRICTIONS
Any additional work not specifically included in the above scope of services will be accomplished as Additional Services, after approval by the Client.

These costs assume that the mechanical dredging will be used. All costs presented in this Scope of Services are based on this assumption.

These costs assume that no fill permit from the Client or any other jurisdiction will be required.

These costs assume that no modeling is required as part of the floodplain development permit that will be prepared and submitted with the construction plans.

These costs assume that any dredged material will be placed in an area that is outside any FEMA regulatory floodplain that is shown on the effective flood insurance rate map.

This scope of services does not include any permitting not expressly included in the above tasks. It is assumed that the dredging and bank stabilization projects can be permitted under

nationwide permits. If individual permit applications are required by the USACE, additional services will be required.

ADDITIONAL SERVICES

The following items are not included in this scope and, if requested, shall be considered extra work:

A. Subsurface Utility Engineering (SUE).
B. Additional rounds of comments in excess of those listed in scope.
C. Formal or informal site inspection of the dam.
D. Geotechnical investigations of dam leakage causes, seepage analyses, slope stability analyses, or structural analyses of existing spillway structure.
E. Environmental services, permitting, or cultural resources evaluations, other than those specifically listed above in Scope of Services.
F. Property acquisition or easement documents.
G. FEMA CLOMR/LOMR services.
H. Detailed Emergency Action Plan update.
I. Agency meetings or coordination beyond those stated above.
J. Additional modeling, analyses, or report revisions resulting from changes in scope, newly discovered conditions, or agency comments requiring substantial rework.
K. Sediment survey, reservoir bathymetric survey, or subsurface utility investigations.

Attachment B

Town of Flower Mound
Amy Park Pond Improvements

All Tasks

	WORK TASK DESCRIPTION	E-6	E-5	E-3	E-1	ES-5	ES-1	D-2	T-1	GARVER ODC	TOTAL
	Basic Services Section										
	100 Planning										$0
101	Field Reconnaiosnace		6								$1,704
102	Survey										$19,800
103	Geotechnical										$19,800
104	Project Meetings (up to 4)	2	8								$2,968
											$0
b.	Expenses									$1,000.00	$1,000
											$0
	Subtotal - 100 Planning	**2**	**14**	**0**	**0**	**0**	**0**	**0**	**0**	$1,000.00	**$45,272**
	200 Permitting										$0
201	Coordination with USACE					4	8				$2,156
202	Dreding Permitting/LOP					10	36				$7,390
203	Bank Stabilization Permitting/NWP 13					12	24				$6,468
											$0
	Quality Control Review	6	2			4					$3,812
											$0
	Subtotal - 200 Permitting	**6**	**2**	**0**	**0**	**30**	**68**	**0**	**0**	$0.00	**$19,826**
	300 Plans, Specifications and Contract Docs										$0
301	Preliminary Plans		12	40	56			16	100		$33,988
302	Plan Review Coordination & FDP Prep		12	6	8			4	8		$7,380
303	Final Plans		12	40	72			16	100		$36,436
304	Advertisement and Bidding		6		8						$2,928
	Data Collection		8	8	32						$8,768
											$0
	Quality Control Review	8	46								$15,848
											$0
	Subtotal - 300 Plans, Specifications and Contract Docs	**8**	**96**	**94**	**176**	**0**	**0**	**36**	**208**	$0.00	**$105,348**
	400 Construction Phase Services										$0
401	Construction Observation		8								$2,272
402	Post-Dredge Survey Review		4								$1,136
403	Submittals Review		8	4	24						$6,744
404	As-Built Plans		8		16						$4,720
											$0
	Quality Control Review										$0
											$0
	Subtotal - 400 Construction Phase Services	**0**	**28**	**4**	**40**	**0**	**0**	**0**	**0**	$0.00	**$14,872**
	Subtotal - Basic Services Section	**16**	**140**	**98**	**216**	**30**	**68**	**36**	**208**	$1,000.00	**$185,318**

TOWN COUNCIL
AGENDA J.10.
CONSENT ITEM(S)

DATE: August 17, 2026
FROM: Jeremy Brudwick, Management Analyst
ITEM: **Consider approval of a resolution authorizing the establishment of a grant program to utilize State of Texas Opioid Settlement Funds to reduce opioid related harms; authorizing the use of Opioid Settlement Funds for eligible opioid remediation purposes; authorizing the Town Manager or designee to administer the program.**

BACKGROUND: The State of Texas, along with a coalition of states and subdivisions (cities and counties), reached final agreements with pharmaceutical and manufacturing companies (including Teva, Allergen, CVS, Walmart, and Walgreens) to resolve legal claims against them for their role in the opioid crisis. The State of Texas received about $1.6 billion in these settlements. Senate Bill 1827, passed by the 87th Legislature in 2021, created and established the legal permanence of both the Texas Opioid Abatement Fund Council (OAFC) and the Texas Opioid Abatement Trust Fund that allowed funds to be allocated to cities and counties.

The Town's Substance Abuse and Mental Health Task Force focused its efforts on identifying strategies that would directly strengthen local prevention, treatment, and community-supported resources. After evaluating needs across the community and learning from a similar municipal program, the task force recommended utilizing the funds through a structured grant program. This approach allows the Town to support service providers whose programs are already making measurable differences in the lives of Flower Mound residents, while also ensuring accountability and alignment with broader mental health and substance-abuse priorities.

The grant program presented for consideration provides funding to local organizations delivering mental-health, substance-abuse, harm-reduction, or prevention-focused services. Eligible uses may include program delivery, outreach and education, treatment support, or other activities that align with the Town’s abatement and prevention goals. The program would operate under an application-based structure with clear criteria, reporting requirements, and measurable outcomes to ensure funds are utilized effectively and in compliance with state expectations. The timeline for the inaugural funding cycle, including when applications open, the review process, and anticipated award dates, will guide service providers in preparing proposals and will help the Town coordinate implementation. Application materials, guidance, and evaluation criteria will be posted on the Town’s website and distributed to known partner organizations to ensure broad awareness.

BOARD REVIEW/CITIZEN FEEDBACK: This grant program was recommended by the Substance Abuse and Mental Health Task Force.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue)	**Account Number(s):**
$30,000.00	345-490-54300-5110

$(30,000.00)	345-4505

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

ATTACHMENTS:
1. Resolution
2. Town of Flower Mound Opioid Settlement Grant Program

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

TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE ESTABLISHMENT OF A GRANT PROGRAM TO UTILIZE STATE OF TEXAS OPIOID SETTLEMENT FUNDS TO REDUCE OPIOID RELATED HARMS; AUTHORIZING THE USE OF OPIOID SETTLEMENT FUNDS FOR ELIGIBLE OPIOID REMEDIATION PURPOSES; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO ADMINISTER THE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Opioid Settlement funding obtained by the State of Texas (the "State") arises out of and is related to the National and Statewide epidemic of opioid use and distribution within the State (the "Settlement"); and

WHEREAS, Chapter 403, Subchapter R of the Texas Government Code provides the legislative basis for the use of Opioid Settlement funds; and

WHEREAS, Texas Government Code Section 403.506(c)(1) provides that Opioid Settlement funding is allocated to municipalities such as the Town of Flower Mound ("Town") from the State for the purpose of reducing opioid related harms; and

WHEREAS, Town Council recognizes the need to increase the level of social services for the purpose of reducing opioid related harms within the Town of Flower Mound; and

WHEREAS, Town Council desires to provide funding to eligible nonprofit organizations that reduce opioid related harms.

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

SECTION 1

The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2

The Town of Flower Mound Opioid Settlement Grant Program, substantially in the form attached hereto as "Exhibit A" and incorporated herein, is hereby approved.

SECTION 3

The Town Manager, or the Town Manager's designee, is authorized to administer the Program, and may make administrative and non-substantive modifications to the Program that are necessary to implement the program or to comply with applicable law.

SECTION 4

The Program is subject to the continued availability of opioid settlement funding. The Program shall terminate when such funding is no longer available, unless otherwise authorized by the Town Council.

SECTION 5

This Resolution shall become effective upon its date of adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE ___ DAY OF _____, 2026.

APPROVED:

_____
Cheryl Moore, MAYOR

ATTEST:

_____
Traci Henderson, TOWN SECRETARY

EXHIBIT A
(GRANT PROGRAM)

Town of Flower Mound Opioid Settlement Grant Program

Town Manager's Office
Budget & Strategy Division

INTRODUCTION

The State of Texas, along with a coalition of states and subdivisions (cities and counties), reached final agreements with pharmaceutical and manufacturing companies (including Teva, Allergen, CVS, Walmart, and Walgreens) to resolve legal claims against them for their role in the opioid crisis. The State of Texas received about $1.6 billion in these settlements. Senate Bill 1827, passed by the 87th Legislature in 2021, created and established the legal permanence of both the Texas Opioid Abatement Fund Council (OAFC) and the Texas Opioid Abatement Trust Fund that allowed funds to be allocated to cities and counties.

- Funds may be used at the discretion of the Town, as long as funds address opioid related harms in the community and abide by state and federal laws. See Texas Government Code Section 403.506(c)(1).
- The Texas Term Sheet (PDF) is the legal contract regarding how the funds are allocated to various agencies.
- Exhibit E - List of Opioid Remediation Uses (PDF) is a settlement document that contains a non-exhaustive list of Opioid Remediation Strategies that can guide the Town in the spending of settlement funds.

PROGRAM OVERVIEW

Subject to the availability of continued funding, the Town of Flower Mound may award funding for a total of up to $10,000 per eligible organization that directly advances the purpose of reducing harmful impacts of opioid abuse or other substance abuses.

Total funding of all organizations combined shall not exceed $30,000 within a fiscal year.

Cost Allowances

Allowable costs under the awarding of funds must be determined by the Town as those which are reasonable and necessary for the proper and efficient performance and administration of projects that meet the requirements stated herein, and allocable to the grant project.

Approved Use of Funds

According to 34 Texas Administrative Code § 16.201, programs and activities subject to approval for funding must be evidence-based and advance at least one Texas Opioid Abatement Fund Council (OAFC) approved strategy, which are categorized as follows:

1. **Treatment & Coordination of Care:** Medical and clinical interventions, such as Medications for Opioid Use Disorder (MOUD) or Medication-Assisted Treatment (MAT), supporting individuals in treatment and recovery, mobile clinics, and hospital-to-community transitions, in addition to supporting planning and coordination efforts across different agencies and community organizations.

2. **Recovery Support:** Focus on long-term stability, including recovery housing, peer support services, job placement assistance, and "wrap-around" services (childcare, transportation).

3. **Prevention & Public Safety:** Focus on stopping the crisis before it starts, including K-12 education, implementing school and community-based prevention programs, educating the public on risks and proper disposal of medications, preventing over-prescribing by healthcare providers, public awareness campaigns, and harm reduction through the distribution of overdose reversal medications like naloxone (Narcan).

4. **Workforce Development:** Developing the professionals needed to fight the crisis, including training for nurses, counselors, and law enforcement.

APPLICATIONS

Applications are open to organizations that provide the following services to residents of Flower Mound, Texas: 1) services that reduce harmful impacts of opioid abuse and/or 2) related mental health services that meet the opioid stipulations outlined in this program.

Applications are reviewed annually by the Community Support Committee, which is comprised of Town staff from various departments. Town Council approves the selection and award amount of recipient organization(s) during the budget process.

DEADLINE

Applicants must submit a digital application for consideration during the annual open application period. The digital application will be located on the Town website.

REPORTING AND AUDITING

Award recipients will be required to submit periodic performance and expenditure reports in a form required by the Town. The Town may audit or otherwise inspect all records related to the grant of funds under the program and may require the repayment of funds expended in violation of program requirements or applicable law.

RECORDS RETENTION

Awarded participants are expected to maintain all financial records, supporting documents, and all other records pertinent to the grant project or grant award for the later of:

1. five years following the submission of a final report; or

2. if any litigation, claim, or audit is started, or any open records request is received, before the expiration of the five-year records retention period, one year after the completion of the litigation, claim, audit, or open records request and resolution of all issues which arise from it.

MISCELLANEOUS PROVISIONS

Nothing in this program or any award of funds under it shall be construed to create a partnership or joint venture between the Town and any recipient. To the fullest extent permitted by law, funding recipients shall indemnify and hold harmless the Town, its officers, officials, employees, and agents from claims arising out of recipient's performance of grant-funded operations and activities.

PROGRAM SUNSET

The program will end when funding from the state ceases.

CONTACT

Contact communitysupport@flowermound.gov with any questions, concerns, or comments.

TOWN COUNCIL
AGENDA J.11.
CONSENT ITEM(S)

DATE: August 17, 2026
FROM: Traci Henderson, Town Secretary
ITEM: **Consider approval of an ordinance ordering a special election to be held on the 3rd day of November, 2026, for the purpose of submitting to the qualified voters of the Town of Flower Mound, Texas, a ballot proposition to reauthorize the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent; providing for election officers; designating the places and manner of holding said election; and providing for the posting and publication of notice.**

BACKGROUND: The Street Maintenance Sales and Use Tax was originally approved by the voters on Nov. 6, 2007, and reauthorized by the voters in 2011, 2015, 2019, and 2022. The ordinance presented would call an election on November 3, 2026, for the voters to consider reauthorization of the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent for a period of four (4) years. An informational publication will be sent to all Flower Mound utility billing customers describing how the funds are being utilized prior to the first day of early voting, which is October 19. If the dedicated sales tax for street maintenance is reauthorized, the sales tax rate in Flower Mound will remain 8.25 percent.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: $500

Proposed Expenditure/(Revenue)	**Account Number(s):**
$500.00 (required newspaper publication cost)	100-610-10300-5040

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

ATTACHMENTS:
1. Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING AND CALLING FOR A SPECIAL ELECTION TO BE HELD ON THE 3RD DAY OF NOVEMBER, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE TOWN OF FLOWER MOUND A BALLOT PROPOSITION TO REAUTHORIZE A LOCAL SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING BALLOT PROPOSITION LANGUAGE; PROVIDING FOR ELECTION PROCEDURES AND OFFICERS; AUTHORIZING NECESSARY ACTIONS; 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, Chapter 327 of the Texas Tax Code (the "Tax Code") permits a municipality to adopt or continue a local sales and use tax to provide for street maintenance and repair if the tax is authorized by a majority of the municipality's qualified voters; and

WHEREAS, on November 6, 2007, the eligible voters of the Town approved a ballot proposition to adopt the municipal street maintenance sales and use tax at the rate of one-fourth of one percent (1/4 of 1%) within the Town as permitted by Chapter 327 of the Tax Code, and on November 8, 2011, November 3, 2015, November 5, 2019, and November 8, 2022, a majority of the eligible voters of the Town approved a ballot proposition to reauthorize the said sales and use tax at the same rate; and

WHEREAS, the November 2022 ballot language provided the municipal street maintenance sales and use tax would expire on the fourth (4^{th}) anniversary of the date the tax was last reauthorized by a special election called and held for that purpose; and

WHEREAS, Section 41.001 of the Texas Election Code (the "Election Code") establishes November 3, 2026, as a uniform election date for the purposes of conducting a special election; and

WHEREAS, the Town Council desires to conduct an election to ascertain whether the local sales and use tax at the rate of one-fourth of one percent (1/4 of 1%) for maintenance and repair of municipal streets shall be reauthorized within the Town consistent with Chapter 327 of the Tax Code; and

WHEREAS, in accordance with Chapter 321 of the Tax Code, the combined rate of all local sales and use taxes imposed by the Town will not exceed two percent (2%); and

WHEREAS, the Town intends to contract with Denton County and Tarrant County for election services, administration, and equipment pursuant to Section 31.092(a) and Chapter 271 of the Election Code, as amended; and

WHEREAS, the Town hereby finds and determines that holding a special election on the continuation of the municipal street maintenance sales and use tax is in the best interests of the Town's citizens.

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

SECTION 1.

The facts and recitations contained in the above preamble of this Ordinance are incorporated herein for all purposes.

SECTION 2.

SPECIAL ELECTION ORDERED. In accordance with the general laws and Constitution of the State of Texas and Sections 327.003 and 327.007 of the Tax Code, a special election is hereby called and ordered for the 3rd day of November, 2026, to submit to the voters a proposition to determine whether to reauthorize the adoption of a one-quarter of one percent (1/4 of 1%) sales and use tax for street maintenance purposes.

SECTION 3.

BALLOT PROPOSITION. The official ballot for the special election shall be prepared in accordance with the Election Code so as to permit the electors to vote "FOR" or "AGAINST" the proposition, with the ballot to contain such provisions, markings and language as required by law, and with such proposition being set forth on said ballot using the following form and language:

"PROPOSITION __

"The reauthorization of the local sales and use tax in the Town of Flower Mound, Texas at the rate of one-quarter of one percent (1/4 of 1%) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.

FOR _____
AGAINST _____"

SECTION 4.

PROCEDURES FOR THE SPECIAL ELECTION. The special election shall be conducted in accordance with the provisions of the Election Code. In accordance with Chapter 271 of the Election Code, the Town intends to enter into agreements for election

services with Denton County and Tarrant County (the "Agreements"). The Town Manager is hereby authorized to execute the Agreements for the conduct of the election in accordance with Chapter 31 of the Election Code, and other applicable statutes and laws. Additionally, the costs of the special election shall be paid in accordance with the Agreements. All expenditures necessary to conduct the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized and shall be conducted per the Agreements and applicable law.

SECTION 5.

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES. Election judges for the special election shall be appointed by Denton County and Tarrant County, respectively, as authorized by Chapter 271 of the Election Code.

SECTION 6.

(a) **EARLY VOTING - DENTON COUNTY.** The Denton County Elections Administrator is designated the Early Voting Clerk for the election in Denton County. Additional Deputy Early Voting Clerks may be appointed as provided in the Denton County Joint Election Agreement ("Denton Agreement").

(1) Early Voting by personal appearance shall be conducted beginning on October 19, 2026, and continuing through October 30, 2026, at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas, 76208, on days and times specified in the Denton County Agreement.

(2) Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the Denton Agreement. If there is any discrepancy between this Ordinance and the Denton County Agreement as to early voting locations or times, the Denton County Agreement shall control.

(3) Applications for Ballots by Mail (ABBMs) and Federal Post Card Applications (FPCAs) in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton, Texas, 76202; Website: www.votedenton.gov; Phone: 940.349.3200; Fax: 940.349.3201; email: elections@dentoncounty.gov to be received not later than the close of business on October 23, 2026. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Denton County Agreement.

(b) **EARLY VOTING - TARRANT COUNTY.** The Tarrant County Elections Administrator is designated the Early Voting Clerk for the Election in Tarrant County. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement ("Tarrant Agreement").

(1) Early Voting by personal appearance shall be conducted beginning on October 19, 2026, and continuing through October 30, 2026, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas, 76111, on days and times specified in the Tarrant County Agreement.

(2) Any eligible Tarrant County Registered Voter may cast their vote at any additional early voting location throughout Tarrant County as established by the Tarrant County Agreement. If there is any discrepancy between this Ordinance and the Tarrant County Agreement as to early voting locations or times, the Tarrant County Agreement shall control.

(3) Applications for Ballots by Mail (ABBMs) and Federal Post Card Applications (FPCAs) in Tarrant County may be delivered to the Early Voting Clerk, PO Box 961011, Fort Worth, Texas 76161, or Express Courier Delivery, Tarrant County Elections, 2700 Premier Street, Fort Worth, Texas, 76111; Website: https://www.tarrantcountytx.gov/en/elections.html Phone:817.831 .8683;Fax:817.831.6118; Email: votebymail@tarrantcountytx.gov to be received not later than the close of business on October 23, 2026. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Tarrant County Agreement.

(c) Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board established by Denton County under the Denton Agreement and Tarrant County under the Tarrant Agreement. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The Presiding Election Judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The Presiding Election Judge, or the Alternative Election Judge, in the absence of the Presiding Election Judge, and the election clerks shall constitute the Early Voting Ballot Board to process early voting results from the election. The Presiding Election Judge and the Alternate Election Judge must be eligible to serve in accordance with state law, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 7.

(a) **METHOD OF VOTING – DENTON COUNTY.** Voting in Denton County shall be conducted using Denton County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Election Code.

(b)

(c) **METHOD OF VOTING – TARRANT COUNTY.** Voting in Tarrant County shall be conducted using Tarrant County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Election Code.

SECTION 8.

GOVERNING LAW AND QUALIFIED VOTERS. The election shall be held in accordance with the Constitution of the State of Texas and the Election Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

SECTION 9.

PUBLICATION AND POSTING OF NOTICE OF SPECIAL ELECTION. Notice of the election shall be published in accordance with Chapter 4 of the Election Code.

SECTION 10.

NECESSARY ACTIONS. The Mayor and the Town Secretary, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Election Code in carrying out and conducting the special election, whether or not expressly authorized herein.

SECTION 11.

EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 17th DAY OF AUAGUST, 2026.

APPROVED:

_____
Cheryl Moore, MAYOR

ATTEST:

_____
Traci Henderson, TOWN SECRETARY

TOWN COUNCIL
AGENDA J.12.
CONSENT ITEM(S)

DATE: August 17, 2026
FROM: Paul Henley, Fire Chief
ITEM: **Consider approval of a Mutual Aid Agreement with Denton County to provide Emergency Management Services during disasters and other emergency incidents and authorization for the Mayor to approve same on behalf of the Town.**

BACKGROUND: The purpose of this Agreement is to establish a mutual aid partnership between the Town of Flower Mound and Denton County for the provision of Emergency Management services during disasters and other emergency incidents. This Agreement outlines the procedures and responsibilities for resource deployment, operational coordination, demobilization, and reimbursement.
By establishing this Memorandum of Understanding (MOU) before a disaster occurs, the parties strengthen their ability to seek reimbursement for eligible costs incurred in providing mutual aid. The Agreement also establishes reimbursement requirements and safeguards, including eligible reimbursable expenses, documentation standards, and required timelines consistent with the Federal Emergency Management Agency (FEMA) Public Assistance Program.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue)	**Account Number(s):**
N/A	

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

ATTACHMENTS:
1. Denton County Mutual Aid Agreement
2. Denton County MOU Legal
3. Denton County Mutual Aid Agreement -TOASE edits

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

STATE OF TEXAS

DENTON COUNTY, TEXAS

Mutual Aid Agreement

WHEREAS, Chapter 791 of the Texas Government Code Authorizes agreements between political subdivisions of the state in order to more efficiently provide services to the citizens of the State of Texas, and;

WHEREAS, local government authorities have a responsibility to act in time of emergency as provided by Chapter 418 of the Government Code, also known as the Texas Disaster Act of 1975, for the purposes expressed in Sec. 418.002 of the act, and;

WHEREAS, the County of Denton, Texas and the Town of Flower Mound, political subdivisions of the State of Texas, desire to mutually cooperate to aid one another in time of emergency. The party providing aid shall hereinafter be referred to as the "providing jurisdiction," and the party receiving aid shall hereinafter be referred to as the "requesting jurisdiction."

NOW, THEREFORE, in the consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. The providing jurisdiction hereby agrees to provide, through its Emergency Management Department or equivalent, in consultation with its elected officials or designees and pursuant to its emergency management plan, such mutual aid as may be requested by the requesting jurisdiction for emergency conditions as defined by the Texas Disaster Act of 1975. The aid rendered shall be to the extent of available personnel and equipment not required for the minimum needs of the providing jurisdiction. The judgment of the providing jurisdiction shall be final decision as to the personnel and equipment so available. Any requests for aid must be verified, in written form to the governing body of the providing jurisdiction or its designees.

2. Personnel dispatched to the aid of another jurisdiction shall remain the employees of the providing jurisdiction, but shall work under the supervision of the requesting jurisdiction. The providing jurisdiction retains the right to withdraw any and all aid rendered, at any time upon advanced notice to the receiving jurisdiction, when in the sole judgment of the providing jurisdiction, such action is necessary or advisable.

3. The providing jurisdiction will render such aid to the requesting jurisdiction, and the requesting jurisdiction agrees to compensate the providing jurisdiction, for reasonable and undisputed costs incurred within sixty (60) days of receiving a request for reimbursement. It is specifically understood and agreed between the parties that the providing jurisdiction will seek, if available, reimbursement from other potential sources for the services provided to the requesting jurisdiction. It is further understood and agreed that the requesting jurisdiction will reimburse the requested jurisdiction, in full, for those reasonable expenses that relate directly to the services the providing jurisdiction rendered for the requesting jurisdiction. ln this regard it is understood that the requesting jurisdiction will reimburse the providing jurisdiction for straight time, overtime, or

emergency time rates the providing jurisdiction is required to pay at the time as well as or reasonable charges for equipment used.

a. Reimbursement for personnel costs shall be based on actual hours worked at applicable straight-time or overtime rates, as authorized by the providing jurisdiction. Reimbursement for vehicle or equipment use shall be based on documented reasonable costs as demonstrated in the FEMA Reimbursement Schedule for vehicles and equipment.

b. The providing jurisdiction will submit any request for reimbursement to the requesting jurisdiction within 60 days after the last day of services provided, unless the providing jurisdiction has a request for reimbursement pending pursuant to subsection (c) below. If the providing jurisdiction's request for reimbursement is denied, it will have an additional sixty (60) days from the date of denial in which to submit a request for reimbursement to the requesting jurisdiction. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

c. If the disaster is a Federally declared disaster, then the providing jurisdiction will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act prior to requesting reimbursement from the requesting jurisdiction. The requesting jurisdiction is not obligated to reimburse the providing jurisdiction for costs covered and paid by Public Assistance Category B.

4. Emergency assistance may be provided to victims and service animals depending on the victim's needs. Care is provided through any combination of three integrated elements: (1) temporary shelters; (2) mobile rescue operations and transport, and (3) distribution of temporary shelter relief supplies.

5. The providing jurisdiction will maintain workers compensation coverage for its employees and at its sole option may provide liability insurance coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement; however, the requesting jurisdiction may deny the claim if it is deemed to be for a cost that is covered by typical insurance. The requesting jurisdiction will not be responsible for payments that were denied by the providing jurisdiction's insurance provider if the denial was due to an error by the providing jurisdiction.

6. It is understood that, in order for any providing jurisdiction to receive payment for aid provided, they must comply with procedures for submitting documentation that clearly itemizes and supports their claim and that if adequate documentation supporting the claim is not submitted within 60 days of the end of the services being provided, payment for the services/aid rendered will be denied until such deficiencies are corrected. It is further agreed that the requesting jurisdiction will maintain copies of all documentation submitted in support of their claim until released by the Town of Flower Mound. The parties hereby acknowledge that they have received adequate information to enable them to properly prepare and submit their claims for payment.

Pursuant to Chapter 791 of the Texas Government Code, each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party. All payments made by the receiving jurisdiction under this Agreement, including any provision in the Agreement relating to any additional costs, shall be subject to and conditioned upon the annual appropriation of public funding budgeted for the specific purposes of the Agreement in accordance with receiving jurisdiction's Charter and Texas law. The receiving jurisdiction shall make a good faith effort to appropriate funds in accordance with Texas law; however, in the event funds are not appropriated, this Agreement shall automatically terminate without regard for any notice requirements in the Agreement.

7. Neither party to this agreement shall be liable for its failure or refusal to render aid pursuant to this agreement and no third person is entitled to rely on this agreement as the basis for any claim against any party hereto.

8. This agreement shall be effective on the last date executed by any party hereto and shall remain in full force and effect unless and until terminated by a party by giving written notice of such termination to the governing body of the other party.

9. Requests for aid should and notices shall be made to:

Denton County, Texas
Andy Eads, Denton County Judge/
Emergency Management Director
Office of Denton County Judge
1 Courthouse Dr
Denton, TX 76208
Andy.Eads@DentonCounty.Gov

Town of Flower Mound
Attn: Cheryl Moore, Mayor/Emergency Management Director
2121 Cross Timbers Rd
Flower Mound, TX 75028
Cheryl.Moore@FlowerMound.Gov

Attn: Bobby Sanford, Emergency Management Specialist
3911 S Broadway Ave
Flower Mound, TX 75028
Bobby.Sanford@FlowerMound.Gov

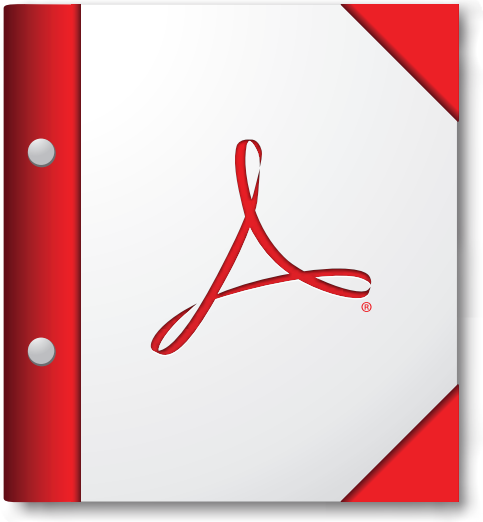
10. The parties hereby acknowledge and agree that each party is entering into this Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of their respective jurisdictions, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the either party's governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law.

11. Pursuant to Section 791.006(a-1) of the Texas Government Code, the parties expressly agree that, to the extent permitted by law, each party shall be responsible for the negligent acts or omissions of its own officers, employees, and agents and shall not be responsible for the acts or omissions of the other party. The parties expressly intend that this provision assign civil liability in a manner different from that otherwise assigned under Section 791.006(a) of the Texas Government Code.

12. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas, or of any other state or country. The obligations of the parties to the Agreement shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Denton County, Texas.

IN WITNESS WHEREOF, this Agreement has been duly executed by the signatures hereto being duly authorized by the appropriate action of their respective governing bodies as required by law.

DENTON COUNTY, TEXAS	**TOWN OF FLOWER MOUND, TEXAS**
Date: _____	Date: _____
By: _____	By: _____
Denton County Judge, Andy Eads	Mayor Cheryl Moore
Attest: _____	Attest: _____
By: _____	By: _____



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STATE OF TEXAS

DENTON COUNTY, TEXAS

Mutual Aid Agreement

WHEREAS, Chapter 791 of the Texas Government Code Authorizes agreements between political subdivisions of the state in order to more efficiently provide services to the citizens of the State of Texas, and;

WHEREAS, local government authorities have a responsibility to act in time of emergency as provided by Chapter 418 of the Government Code, also known as the Texas Disaster Act of 1975, for the purposes expressed in Sec. 418.002 of the act, and;

WHEREAS, the County of Denton, Texas and the Town of Flower Mound, political subdivisions of the State of Texas, desire to mutually cooperate to aid one another in time of emergency. The party providing aid shall hereinafter be referred to as the "providing jurisdiction," and the party receiving aid shallhereinafter referred to as the "receiving jurisdiction."

NOW, THEREFORE, in the consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. The providing jurisdiction hereby agrees to provide, through its Emergency Management Department or equivalent, in consultation with its elected officials or designees and pursuant to its emergency management plan, such mutual aid as may be requested by the requesting jurisdiction for emergency conditions as defined by the Texas Disaster Act of 1975. The aid rendered shall be to the extent of available personnel and equipment not required for the minimum needs of the providing jurisdiction. The judgment of the providing jurisdiction shall be final decision as to the personnel and equipment so available. Any requests for aid must be verified, in written form to the governing body of the providing jurisdiction or its designees.

2. Personnel dispatched to the aid of another jurisdiction shall remain the employees of the providing jurisdiction, but shall work under the supervision of the requesting jurisdiction. The providing jurisdiction retains the right to withdraw any and all aid rendered, at any time and upon advanced notice to the receiving jurisdiction, when in the sole judgment of the providing jurisdiction, such action is necessary or advisable.

3. The providing jurisdiction will render such aid to the requesting jurisdiction, and the requesting jurisdiction agrees to compensate the providing jurisdiction, for reasonable and undisputed costs incurred within sixty (60) days of receiving a request for reimbursement. It is specifically understood and agreed between the parties that the providing jurisdiction will seek, if available, reimbursement from other potential sources for the services provided to the requesting jurisdiction. It is further understood and agreed that the requesting jurisdiction will reimburse the requested jurisdiction, in full, for those reasonable expenses that relate directly to the services the providing jurisdiction rendered for the requesting jurisdiction. ln this regard it is understood that the receiving jurisdiction will reimburse the providing jurisdiction for straight time, overtime, or

emergency time rates the providing jurisdiction is required to pay at the time as well as or reasonable charges for equipment used.

a. Reimbursement for personnel costs shall be based on actual hours worked at applicable straight-time or overtime rates, as authorized by the Providing Jurisdiction. Reimbursement for vehicle or equipment use shall be based on documented reasonable costs as demonstrated in the FEMA Reimbursement Schedule for vehicles and equipment.

b. The Providing Jurisdiction will submit any request for reimbursement to the Requesting Jurisdiction within 60 days after the last day of the services provided , unless the providing jurisdiction has a request for reimbursement pending pursuant to subsection (c) below. If the providing jurisdiction's request for reimbursement is denied, it will have an additional sixty (60) days from the date of denial in which to submit a request for reimbursement to the requesting jurisdiction. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

c. If the disaster is a Federally declared disaster, then the Providing Jurisdiction will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act prior to requesting reimbursement from the requesting jurisdiction. The Requesting Jurisdiction is not obligated to reimburse the Providing Jurisdiction for costs covered and paid by Public Assistance Category B.

4. Emergency assistance may be provided to victims and service animals depending on the victim's needs. Care is provided through any combination of three integrated elements: (1) temporary shelters; (2) mobile rescue operations and transport, and (3) distribution of temporary shelter relief supplies.

5. The providing jurisdiction will maintain workers compensation coverage for its employees and at its sole option may provide liability insurance coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.

6. It is understood that, in order for any providing jurisdiction to receive payment for aid provided, they must comply with procedures for submitting documentation that clearly itemizes and supports their claim and that if adequate documentation supporting the claim is not submitted within 60 days of the end of the services being provided, payment for the services/aid rendered will be denied until such deficiencies are corrected. It is further agreed that the requesting jurisdiction will maintain copies of all documentation submitted in support of their claim until released by the Town of Flower Mound. The parties hereby acknowledge that they have received adequate information to enable them to properly prepare and submit their claims for payment. Pursuant to Chapter 791 of the Texas Government Code, each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party. All payments made by the receiving jurisdiction under this

Agreement, including any provision in the Agreement relating to any additional costs, shall be subject to and conditioned upon the annual appropriation of public funding budgeted for the specific purposes of the Agreement in accordance with receiving jurisdiction's Charter and Texas law. The receiving jurisdiction shall make a good faith effort to appropriate funds in accordance with Texas law; however, in the event funds are not appropriated, this Agreement shall automatically terminate without regard for any notice requirements in the Agreement.

7. Neither party to this agreement shall be liable for its failure or refusal to render aid pursuant to this agreement and no third person is entitled to rely on this agreement as the basis for any claim against any party hereto.

8. This agreement shall be effective on the last date executed by any party hereto and shall remain in full force and effect unless and until terminated by a party by giving written notice of such termination to the governing body of the other party.

9. Requests for aid should and notices shall be made to:

Denton County, Texas
Andy Eads, Denton County Judge/
Emergency Management Director
Office of Denton County Judge
1 Courthouse Dr
Denton, TX 76208
Andy.Eads@DentonCounty.Gov

Town of Flower Mound
Attn: Cheryl Moore, Mayor/Emergency Management Director
2121 Cross Timbers Rd
Flower Mound, TX 75028
Cheryl.Moore@FlowerMound.Gov

Attn: Bobby Sanford, Emergency Management Specialist
3911 S Broadway Ave
Flower Mound, TX 75028
Bobby.Sanford@FlowerMound.Gov

10. The parties hereby acknowledge and agree that each party is entering into this Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of their respective jurisdictions, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the either party's governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law.

11. Pursuant to Section 791.006(a-1) of the Texas Government Code, the parties expressly agree that, to the extent permitted by law, each party shall be responsible for the negligent acts or omissions of its own officers, employees, and agents and shall not be responsible for the acts or

omissions of the other party. The parties expressly intend that this provision assign civil liability in a manner different from that otherwise assigned under Section 791.006(a) of the Texas Government Code.

12. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas, or of any other state or country. The obligations of the parties to the Agreement shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Denton County, Texas.

IN WITNESS WHEREOF, this Agreement has been duly executed by the signatures hereto being duly authorized by the appropriate action of their respective governing bodies as required by law.

DENTON COUNTY, TEXAS	**CITY OF FLOWER MOUND, TEXAS**
Date: _____	Date: _____
By: _____	By: _____
Denton County Judge, Andy Eads	Mayor Cheryl Moore
Attest: _____	Attest: _____
By: _____	By: _____

TOWN COUNCIL
AGENDA J.13.
CONSENT ITEM(S)

DATE: August 17, 2026
FROM: Jersain Castanon, Senior Project Engineer
ITEM: **Consider approval of an ordinance of the Town of Flower Mound, Texas, providing for the abandonment and release of the Town's interest in Right of Way previously granted to the Town for road expansion.**

BACKGROUND: In 1952, Twin Coves Estates incorporated roads with the development of their subdivision. In 1987, a resolution granted the roads noted to the Town as public roads. A section of the right of way adjacent to a property located south-east of the intersection of Hide-A-Way Lane and Lake Coves Drive was granted to the Town for road expansion. The property owner has requested that the Town release the section of right of way in order to allow the incorporation of it into their property. The Engineering Department has confirmed that the standard road section which was previously accounted for is not part of the Town's master plan, the right of way section captured along Hide-A-Way Lane is inconsistent with that of the surrounding lots, and there is no interest in using this right of way for road expansion in the future.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: $

Proposed Expenditure/(Revenue)	**Account Number(s):**
$	100-XXX-XXXXX-XXXX

LEGAL REVIEW: Kyndall McAnany, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the (contract, agreement, ordinance, resolution, etc.) as to form and legality.

ATTACHMENTS:
1. PARTIAL RIGHT OF WAY ABANDONMENT ORDINANCE
2. RESOLUTION 1987
3. METES & BOUNDS - Exhibit A
4. PRELIMINARY SURVEY

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

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ABANDONING AND VACATING A PORTION OF THE HIDE-A-WAY LANE PUBLIC RIGHT-OF-WAY LOCATED IN THE J. RUIZ SURVEY, ABSTRACT NO. 1064, DENTON COUNTY, TEXAS; FINDING THAT THE DESCRIBED RIGHT-OF-WAY IS NO LONGER NEEDED FOR PUBLIC PURPOSES; RESERVING ANY NECESSARY PUBLIC UTILITY EASEMENTS; AUTHORIZING THE TOWN SECRETARY TO FILE A CERTIFIED COPY OF THIS ORDINANCE IN THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has determined that a portion of the Hide-A-Way Lane right-of-way, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, is no longer needed for public street purposes, and the public would be better served and benefitted by its vacation and abandonment; and

WHEREAS, the Town Council finds that abandoning and vacating the subject right-of-way serves the public interest and will not adversely affect the public health, safety, or welfare; and

WHEREAS, certain public utilities exist in such right-of-way, and the Town Council wishes to reserve a utility easement in the vacated right-of-way for existing utilities; and

WHEREAS, the Town Council finds that all prerequisites for the abandonment of the public right-of-way have been satisfied.

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

SECTION 1.

The findings and recitals set forth above are hereby found to be true and correct and are incorporated herein as if fully set forth.

SECTION 2.

The Town hereby abandons and vacates its public right, title, and interest in that certain portion of Hide-A-Way Lane containing approximately 0.104 acres (4,509 square feet), as depicted and described in **Exhibit A** attached hereto, subject to the reservations contained in this Ordinance.

SECTION 3.

This abandonment is made subject to the reservation of any existing public utility easements and the right of the Town and all utility providers to construct, inspect, operate, maintain, repair, replace, and relocate any existing or future utility facilities located within the abandoned area unless such rights are separately released by the applicable utility provider.

SECTION 4.

The Town Secretary of the Town is hereby authorized to file a copy of this Ordinance for recording in the official public records of Denton County, Texas.

SECTION 5.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 6.

If any provision or any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

SECTION 7.

This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, _____ DAY OF _____, 2026.

TOWN OF FLOWER MOUND, TEXAS

By: _____
Cheryl Moore, Mayor

ATTEST:

By: _____
Traci Henderson, Town Secretary

APPROVED AS TO FORM:

By: _____
Bryn Meredith, Town Attorney

EXHIBIT "A"
4,509 SQUARE FEET
PART OF HIDE-A-WAY LANE
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PROPERTY DESCRIPTION

BEING a tract of land situated in the J. Ruiz Survey, Abstract Number 1064, in the Town of Flower Mound, Denton County, Texas, and being a portion of "Hide-A-Way Lane", shown to be dedicated as "Hyd-A-Way Lane", platted as a variable width private road, by amending plat of Twin Coves Estates, recorded under Volume 2, Page 43, Plat Records, Denton County, Texas, (P.R.D.C.T.), the subject tract being more particularly described by metes and bounds as follow (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

BEGINNING at a 5/8 inch rebar found for the existing southeast intersection of said Hide-A-Way Lane and Lake Coves Drive, shown to be dedicated as "Catfish Blvd.", a 60 foot private road, by said Twin Coves Estates, same being the existing northwest corner of Lot 13 in Block E of said Twin Coves Estates, from which a 1/2 inch rebar found for the southwest corner of Lot 11 in said Block E bears South 01 degrees 11 minutes 58 seconds East, a distance of 300.02 feet;

THENCE North 01 degrees 11 minutes 58 seconds West, with a projection of the east line of said Lake Coves Drive, a distance of 27.97 feet to a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" set (hereinafter called "capped rebar set");

THENCE South 89 degrees 53 minutes 29 seconds East, through the interior of said Hide-A-Way Lane, and 15.00 feet south of and parallel to the existing centerline of improvements within said Hide-A-Way Lane, a distance of 174.05 feet to a capped rebar set in the west line of Lot 1 in Block A of North Lake Highlands, a plat recorded under Volume 2, Page 48, (P.R.D.C.T.);

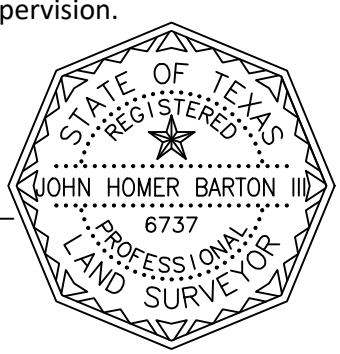
THENCE South 01 degrees 11 minutes 58 seconds East, with the west line of said Lot 1, same being an existing east line of said Hide-A-Way Lane, a distance of 23.86 feet to a capped rebar set at the intersection of the existing south line and the existing east line of said Hide-A-Way Lane, same being the northeast corner of said Lot 13, from which a 1/2 inch rebar found for the southeast corner of said Lot 13, a distance of 100.02 feet;

THENCE South 88 degrees 45 minutes 24 seconds West, with the existing south line of said Hide-A-Way Lane and with the existing north line of said Lot 13, a distance of 174.00 feet, returning to the **POINT OF BEGINNING** and enclosing 0.104 acres (4,509 square feet) of land, more or less.

SURVEYOR'S CERTIFICATE

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, have prepared this map from an actual survey on the ground, and that this map correctly represents that survey made by me or under my direction and supervision.

Date of Plat/Map: **August 3, 2026**



John H. Barton III, RPLS# 6737

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. R29-87

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS DECLARING THAT THE STREETS AND ROADWAYS LISTED ON EXHIBIT "A" WHICH ARE LOCATED WITHIN THE TOWN LIMITS AND USED BY THE GENERAL PUBLIC ARE PUBLIC ROADS AND HIGHWAYS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain streets and roadways within the Town of Flower Mound, Texas have previously been platted as streets and roadways but have never been expressly dedicated to the public; and

WHEREAS, it became necessary to determine whether such streets and roadways had been dedicated to the public by implication in order to determine whose responsibility it was to maintain such streets and roadways; and

WHEREAS, after substantial public notice was given, the Town Council conducted numerous public hearings at which all interested persons were invited to attend and given an opportunity to speak concerning whether the streets and roadways (the "Streets") listed on Exhibit "A" attached hereto and incorporated herein, located within the corporate limits of the Town have become public through implied dedication; and

WHEREAS, oral testimony, written correspondence, and written petitions signed by property owners adjacent to the Streets were submitted during the public hearings and prior to the adoption of this Resolution; and

WHEREAS, the oral testimony, written correspondence and written petitions submitted support and substantiate the fact that the Streets have been utilized and traveled upon by the general public for many years, have long been regarded by the community as public roads and form a part of the network of streets and roadways within the Town of Flower Mound; and

WHEREAS, the Town Council of the Town of Flower Mound finds and determines that the Town has made an effort to keep the Streets open to the general public and has in some instances performed maintenance on the Streets; and

WHEREAS, the Town Council of the Town of Flower Mound finds and determines that no property owner adjacent to the Streets has attempted to prohibit passage over the Streets by the use of barricades, chains or fences which would question any implied dedication; and

WHEREAS, the Town Council of the Town of Flower Mound finds and determines that no one has ever sought or thought it necessary to seek permission from any property owner adjacent to any of the Streets for public travel thereon; and

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WHEREAS, the Town Council of the Town of Flower Mound finds and determines that the use by the general public of the Streets has been uninterrupted and unencumbered for many years.

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

Section 1. That all of the above premises are found to be true and correct and are incorporated into the body of this resolution as if copied in their entirety.

Section 2. That the Streets, which are part of the network of streets and roadways within the Town of Flower Mound are hereby declared to be and are accepted by the Town Council as public roads which are open for uninterrupted use and travel by the general public and are subject to being maintained, repaired, constructed, and improved by the Town of Flower Mound, Texas. This declaration shall include acceptance of any streets or roadways that have heretofore been expressly dedicated to the public.

Section 3. That acceptance of the Streets by the Town Council shall in no way guarantee that maintenance of the Streets will be performed by the Town in any specific manner or within any specific time period. The Town Council shall be the sole determiner of type, quality, quantity, and timing of maintenance work to be performed with respect to the Streets.

Section 4. That the Town Manager shall be authorized to filed this Resolution of declaration in the plat records of Denton County, Texas.

Section 5. That this Resolution shall become effective immediately from and after its adoption and it is so resolved.

PASSED AND APPROVED this 27th day of October, 1987.

Mayor, Town of Flower Mound, Texas

ATTEST:

Town Secretary
Town of Flower Mound, Texas

[SEAL]

APPROVED AS TO FORM:

Town Attorney
Town of Flower Mound, Texas

0012V

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EXHIBIT A

STREET NAME	STREET NAME
SUNNYVIEW	HIDEAWAY
SHADY TRAIL	LAKECOVES
LAKEWOOD	BAYBERRY STREET
SHADY OAK	DOGWOOD STREET
ROLLING HILLS	SYCAMORE DRIVE
INDIAN TRAIL	JUNIPER DRIVE
CONSOLVO LANE	CEDAR STREET
WAGER ROAD	YOUPON STREET
HERITAGE LANE	ASH STREET
SHORECREST (north of Oakridge)	PLUM STREET
SURREY DRIVE	PINON STREET
OAKRIDGE ROAD	WALNUT STREET
LAKEWOOD	HAZEL STREET
MCPHERSON	ORLY
RYANS PLACE	OAKDALE
ELMWOOD BLVD. (south of Northpark)	HOLLY
	HOLLY PLACE
NORTH PARK	MISTLETOE
TIMBERCREEK TRAIL	ORIOLE
BREEZYWOOD	MOON RIVER
WANDA	LAZY RIVER
SHORELINE	STARLIGHT TRAIL
HERITAGE LANE	MOONLIGHT BAY
GREEN MEADOW	PEPPERPORT LANE
WHISPERING OAKS	HACKBERRY STREET
	HICKORY STREET
	MULBERRY STREET
	WILLOW DRIVE

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EXHIBIT "__"
4,509 SQUARE FEET
PART OF HIDE-A-WAY LANE
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PROPERTY DESCRIPTION

BEING a tract of land situated in the J. Ruiz Survey, Abstract Number 1064, in the Town of Flower Mound, Denton County, Texas, and being a portion of "Hide-A-Way Lane", shown to be dedicated as "Hyd-A-Way Lane", platted as a variable width private road, by amending plat of Twin Coves Estates, recorded under Volume 2, Page 43, Plat Records, Denton County, Texas, (P.R.D.C.T.), the subject tract being more particularly described by metes and bounds as follow (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

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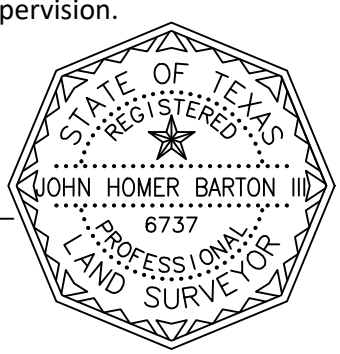
SURVEYOR'S CERTIFICATE

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, have prepared this map from an actual survey on the ground, and that this map correctly represents that survey made by me or under my direction and supervision.

Date of Plat/Map: **August 3, 2026**

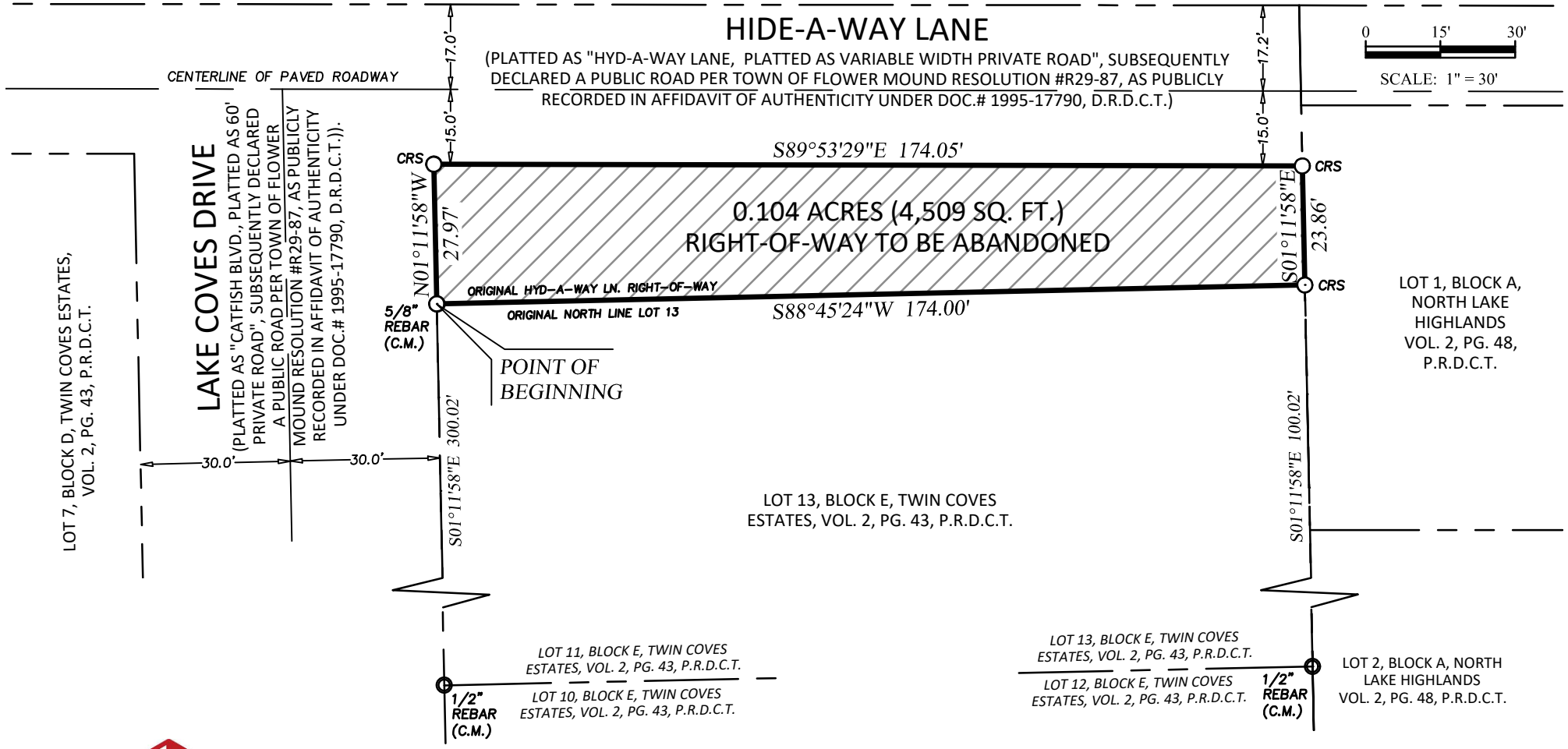


John H. Barton III, RPLS# 6737

LEGEND OF ABBREVIATIONS

- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET

NOTE:
Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), with a combined scale factor of 1.00015063.



BARTON CHAPA SURVEYING
3601 NE Loop 820, Ste. 108
Fort Worth, TX 76137
Phone: 817-864-1957
info@bcsdfw.com
TBPLS Firm #10194474

EXHIBIT "__"

4,509 SQUARE FEET
PART OF HIDE-A-WAY LANE
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

DRAWN BY: BCS DATE: 07/24/2026 JOB NO.: 2026.900.460

P:\Survey\900 – INDIVIDUALS\2026\460 – 2286 Lake Coves Drive\Drawings

TOWN COUNCIL
AGENDA K.1.
WORK SESSION ITEM

DATE: August 17, 2026
FROM: Julie Taylor, Director of Treasury Operations
ITEM: **Discussion of Water, Sewer and Stormwater rates and fees.**

BACKGROUND:

To ensure the Water, Sewer, and Stormwater Systems have enough revenue to cover operations, debt payments, and remain financially self-supporting, NewGen Strategies & Solutions is conducting a cost-of-service and rate design study. This study will evaluate the true cost of providing services and recommend appropriate rates and fees, while considering the economic impact on the Town's customers.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

DRAFT MOTION: Discuss and provide staff with direction.

TOWN COUNCIL
AGENDA K.2.
WORK SESSION ITEM

DATE: August 17, 2026
FROM: JP Walton, Chief Strategic Officer
ITEM: **Legislative Priorities**

BACKGROUND: This work session will focus on reviewing and refining the Town of Flower Mound's legislative priorities for the upcoming 90th Texas Legislature, which begins in January 2027. The Town's legislative consultant, Brandi Bird, will provide an overview of anticipated legislative activity, including expected bills and key issues likely to impact municipalities. Council will discuss the Town's current list of 2027 Legislative Priorities and provide feedback to support development of the final legislative agenda.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

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

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

DATE: August 17, 2026
FROM: Meg Jakubik, Strategic Services Director
ITEM: **Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2026, and ending on September 30, 2027.**

BACKGROUND: Section 363.204 of the local government code requires a public hearing to consider the proposed annual budget of the Crime Control and Prevention District (Crime District). In addition, at the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Crime District, adopted alternative budget procedures for the Crime District to follow the procedures and public hearing requirements for the Town's annual budget process.

The Fiscal Year 2026-2027 Crime District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on August 1, 2026. The proposed budget is on file for review at Town Hall and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 13, 2026.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

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

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

DATE: August 17, 2026
FROM: Meg Jakubik, Strategic Services Director
ITEM: **Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2026, and ending on September 30, 2027.**

BACKGROUND: Section 344.204 of the local government code requires a public hearing to consider the proposed annual budget of the Fire Control, Prevention, and Emergency Medical Services District (Fire District). In addition, at the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow the procedures and public hearing requirements for the Town's annual budget process.

The Fiscal Year 2026-2027 Fire District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on August 1, 2026. The proposed budget is on file for review at Town Hall and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 13, 2026.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

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

TOWN COUNCIL
AGENDA L.3.
REGULAR ITEM(S)

DATE: August 17, 2026
FROM: Codie Hay, Planner
ITEM: **Public Hearing to consider a request for a Site Plan (SP25-0023 – Argyle High School Bus Parking) to install bus parking for the Argyle ISD, with an exception to section 82-302, Compatibility buffer, of the Code of Ordinances. The property is generally located south of Canyon Falls Drive between Denton Creek Boulevard and Stonecrest Road. (PZ recommended approval by a vote of 4 to 1 at its August 10, 2026, meeting.)**

BACKGROUND: SUMMARY DATA:

- Lot Size – Approximately 106.922 acres
- Zoning – Planned Development 98 (PD-98) with Single Family 10 (SF-10) permitted uses
- Proposed Improvements – A request to install 61 bus parking spaces and two fuel tanks
- Lot coverage – Approximately 8.0 percent
- Exception — The applicant is requesting a compatibility buffer exception to not plant required buffer trees within approximately 803 linear feet of buffer area along the southern property line
- SMARTGrowth – Exempt as an institutional use
- Traffic Analysis – Exempt as an institutional use
- Incentives – N/A
- Planning and Zoning Commission Staff Report
- Planning and Zoning Commission Site Plan Package

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 4 to 1 at its August 10, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

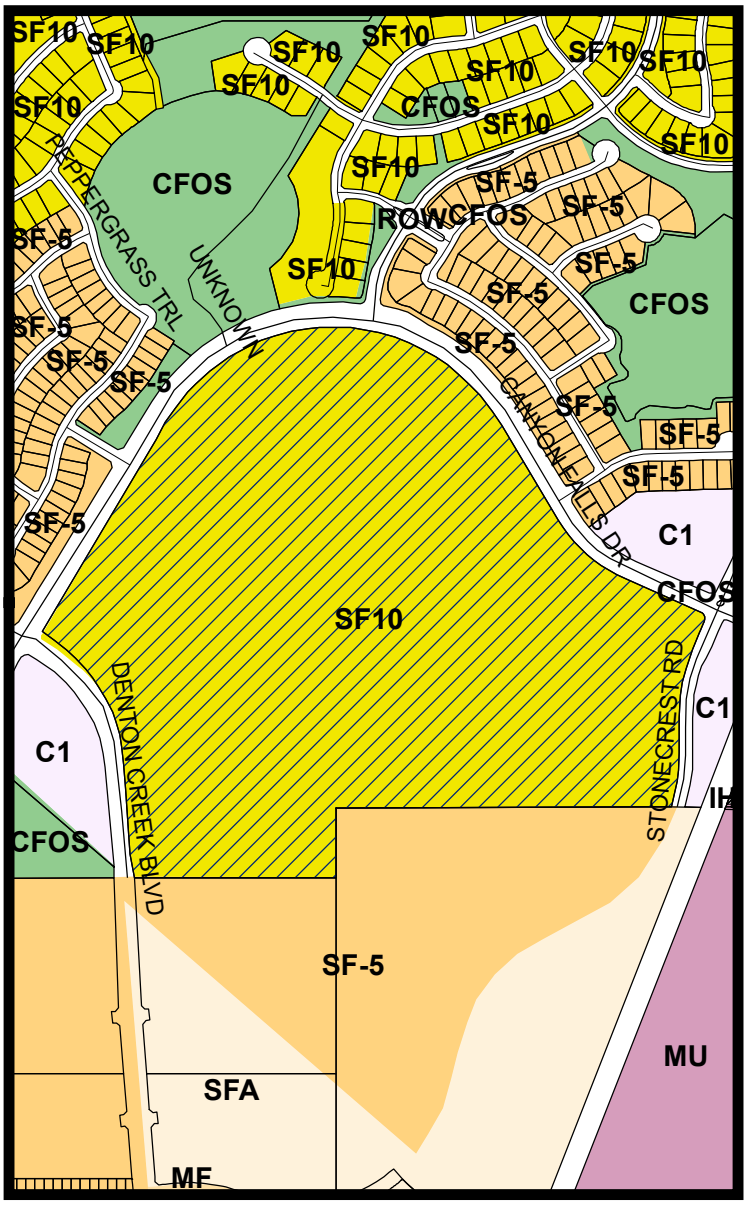
LEGAL REVIEW: N/A

ATTACHMENTS:
1. Zoning & Aerial Map

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

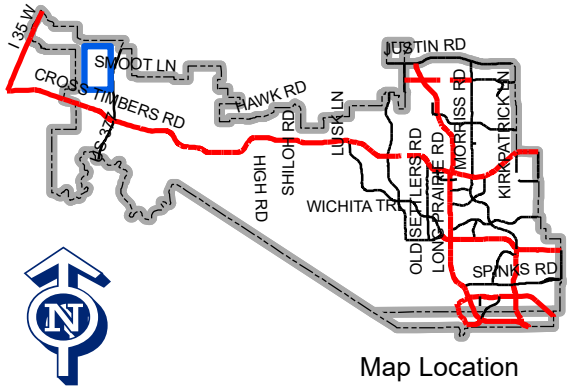
Vicinity Map

SP25-0023: Argyle High School Bus Parking



LEGEND

- Canyon Falls Open Space
- Commercial 1
- Mixed Use
- Multi-Family
- Single Family 5
- Single Family 10
- Single Family Attached
- Subject Property



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

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

TOWN COUNCIL
AGENDA L.4.
REGULAR ITEM(S)

DATE: August 17, 2026
FROM: Codie Hay, Planner
ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD26-0007 – Midway Residential) from Single-Family District-10 (SF-10) uses to Planned Development District No. 211 (PD-211) with Single-Family District-10 (SF-10) uses and with certain exceptions and modifications to the Code of Ordinances. The property is generally located south of Wanda Lane and west of Midway Road. (PZ recommended approval by a vote of 5 to 0 at its August 10, 2026, meeting.)**

BACKGROUND:

- Lot Size – Approximately 0.64 acres
- Current Zoning – Single Family 10 (SF-10) with underlying SF-3 obsolete regulations.
- Proposed Zoning – Planned Development 211 (PD-211) with SF-10 permitted uses.
- Existing Improvements – Approximately 1,940 square-foot residence and 398 square-foot accessory building.
- Proposed Modifications:

1. Front yard setback of 15 feet (Required is 25 feet)
2. Side yard setback of 8 feet (Required is 10 feet)
3. Rear setback of 10 feet (Required is 25 feet)
4. Minimum lot size of 15,000 square feet (Minimum is 10,000 square feet)
5. Combined floor area of all accessory buildings shall not exceed 1,000 square feet (Maximum allowed is 750 square feet)

- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Incentives – N/A
- Planning and Zoning Commission Staff Report
- Planning and Zoning Commission Zoning Planned Development Package

BOARD REVIEW/CITIZEN FEEDBACK:
The Planning & Zoning Commission recommended approval by a vote of 5 to 0 at its August 10, 2026, meeting with a condition that if the dwelling were to be rebuilt, the primary dwelling and the accessory building would be required to comply with the SF-10 zoning district setback regulations. The proposed development standards exhibit has been updated to reflect this recommendation.

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.

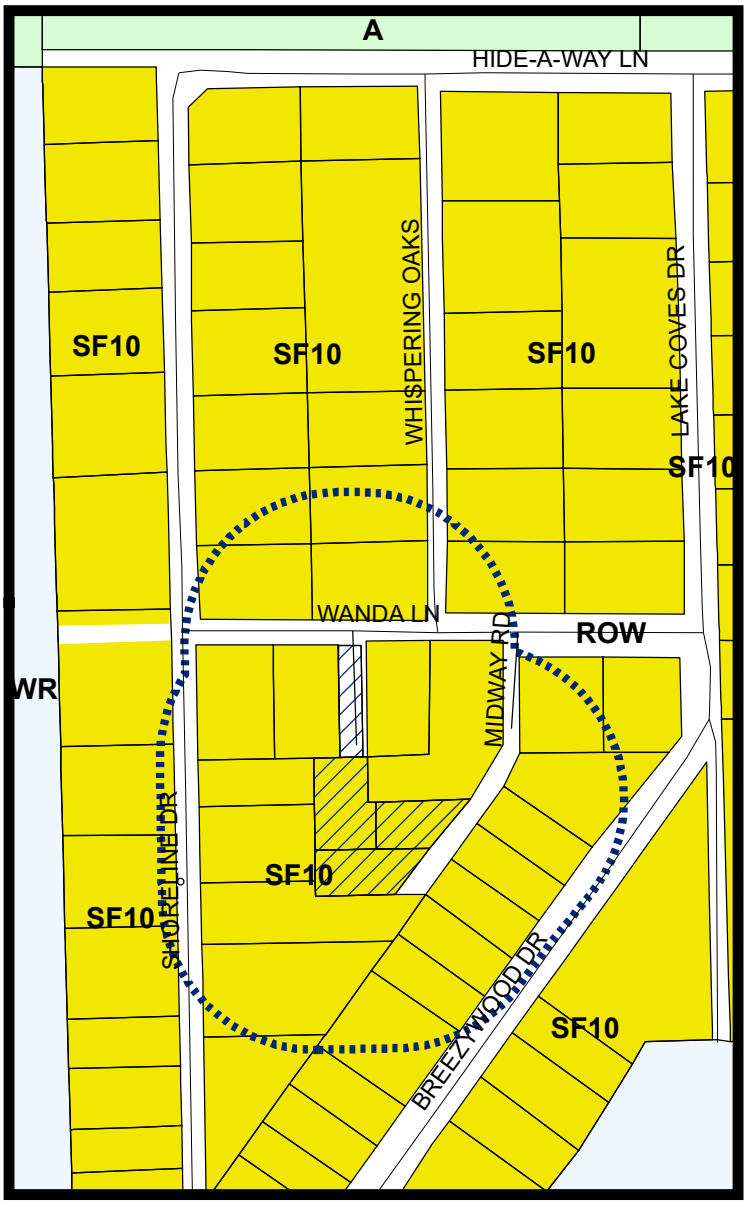
ATTACHMENTS:

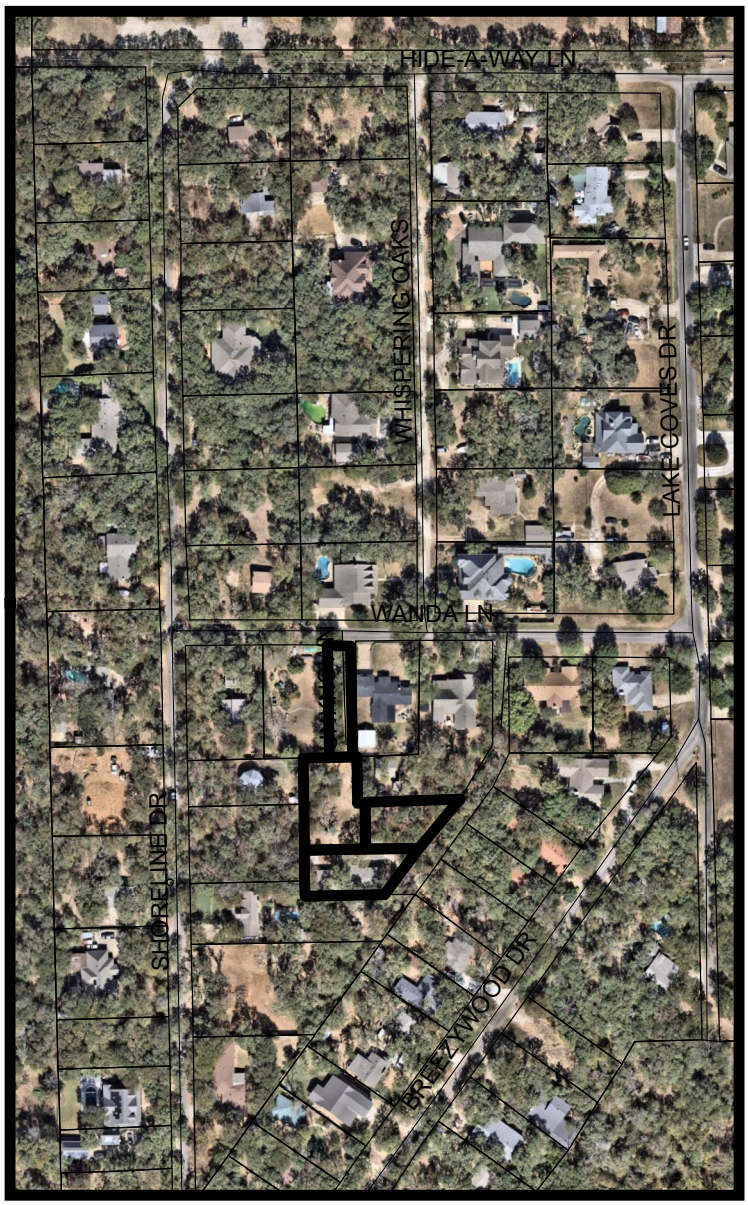
1. Zoning & Aerial Map
2. Draft Ordinance
3. Draft Exhibits

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

Vicinity Map

ZPD26-0007: Midway Residential



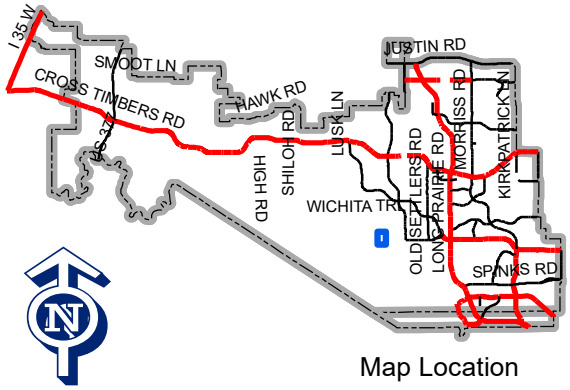


LEGEND

Agriculture | Single Family 10 | Water Recreation

Subject Property

200 ft Notification Buffer around Property



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

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

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON CERTAIN PROPERTY DESCRIBED AS AN APPROXIMATELY 0.64 ACRES OF LAND IN THE TWIN COVES ESTATES ADDITION, DENTON COUNTY, TEXAS, FROM SINGLE FAMILY 10 DISTRICT WITH UNDERLYING SINGLE FAMILY 3 OBSOLETE REGULATIONS TO PLANNED DEVELOPMENT DISTRICT-211 (PD-211) WITH SF-10 SINGLE FAMILY 10 DISTRICT USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as being approximately 0.64 acres of land in the Twin Cove Estates Addition, Denton County, Texas, as more fully described in Exhibit "A" attached hereto and incorporated herein (the "Property"), have filed an application to change the zoning from Single Family 10 with underlying Single Family 3 obsolete regulations to Planned Development District-211 (PD-211) with SF-10 Single Family 10 District uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on August 10, 2026, and the Town Council of the Town held a public hearing on August 17, 2026, with respect to the proposed rezoning 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, and procedural requirements for the approval of a rezoning on the property; and,

WHEREAS, the Town Council finds that amendment of the official Zoning Map as outlined herein is in the best interest of the Town and will promote the health, safety, and

general welfare of the citizens of the Town and the general public;

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

SECTION 1

The Land Development Regulations of the Town, as amended, are hereby amended on the hereinafter described Property and area to establish a Planned Development District as shown below:

Approximately 0.64 acres of land in the Twin Cove Estates Addition Lot 20R, Lot 21-A, Lot 22-A, and unlabeled lot Block B, Denton County, Texas, as more fully described in Exhibit “A” attached hereto and incorporated herein.

Planned Development District-211 (PD-211) with (SF-10) Single Family 10 uses.

SECTION 2

The Development Standards and Conceptual Site Plan of the proposed Planned Development District No. 211 (PD-211), attached hereto as Exhibits “B” and “C” each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards and Conceptual Site Plan for this Planned Development District No. 211 (PD-211).

SECTION 3

The official Zoning Map of the Town is hereby amended and the Director of Development Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 211 (PD-211), as set forth above.

SECTION 4

The use of the Property shall be subject to all restrictions, terms, and conditions contained herein and in Exhibits “B” and “C” attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

The Town Secretary of the Town is hereby directed to publish the caption in the official newspaper of the Town as required by Section 3.07 of the Charter of the Town.

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 17TH DAY OF AUGUST, 2026.

APPROVED:

_____
Cheryl Moore, MAYOR

ATTEST:

_____
Traci Henderson, TOWN SECRETARY

Metes and Bounds

WHEREAS Julie Taylor and Eric Wisdom are the owners of 4 tracts of land situated in the J.M. Ruiz Survey, Abstract Number 1054, in the Town of Flower Mound, Denton County, Texas, according to the deed recorded under Instrument Number 2025-142818, Official Public Records, Denton County, Texas, and being all of Lot 20R, Block B of Twin Coves Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat recorded under Document Number 2023-144, Plat Records, Denton County, Texas (P.RD.C.T.), and being all of Lots 21-A, 22-A and an un-labeled lot, Block B of Twin Coves Estates, an addition to the Town of Flower Mound, Denton County, Tex.as, according to the plat recorded in Volume 2, Page 43, P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the most northerly northeast corner of the herein described tract, same point being the northeast corner of said Lot 20R, and being in the south right-of-way (R.O.W.) line of Wanda Lane, same point being the northwest comer of Lot 17, of said Block B, Twin Coves Estates (Vol. 2, Pg. 43);

THENCE South 01 degrees 15 minutes 59 seconds East, a distance of 144.83 feet to a 1/2 inch iron rod found for comer being the southwest comer of said Lot 17;

THENCE North 88 degrees 41 minutes 04 seconds East, a distance of 4.89 feet to a 1/2 inch iron rod found for comer being the most westerly northwest comer of Lot 16R, Block B of Twin Coves Estates, an addition to the Town of Flower Mound, Denton County, Tex.as, according to the plat recorded in Cabinet U, Page 802, P.R.D.C.T.;

THENCE South O 1 degrees 02 minutes 58 seconds East, a distance of 60.00 feet to a 1/2 inch iron rod found for comer being the southwest comer of said 16R;

THENCE North 88 degrees 59 minutes 38 seconds East, a distance of 135.01 feet to a 3/8 inch iron rod found for corner being the northeast comer of said Lot 21-A, same point being the southeast comer of said Lot 16R, and being in the westerly R.0.W. line of Midway Road;

THENCE South 35 degrees 24 minutes 42 seconds West, a distance of 149.22 feet to a 1/2 inch iron rod with blue cap stamped "OW TOWN SURVEYING" set for comer being the southeast corner of said Lot 22-A, same point being in the north line of Lot 22-R, Block B of Twin Coves Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat recorded in Cabinet Y, Page 186, P .R.D.C.T .;

THENCE South 88 degrees 50 minutes 58 seconds West, a distance oft 16.89 feet to the southwest comer of said Lot 22-A, same point being an ell comer of said Lot 22-R, from which a 1/2 inch iron rod found bears North 75 degrees 58 minutes 28 seconds East at 1.02 feet;

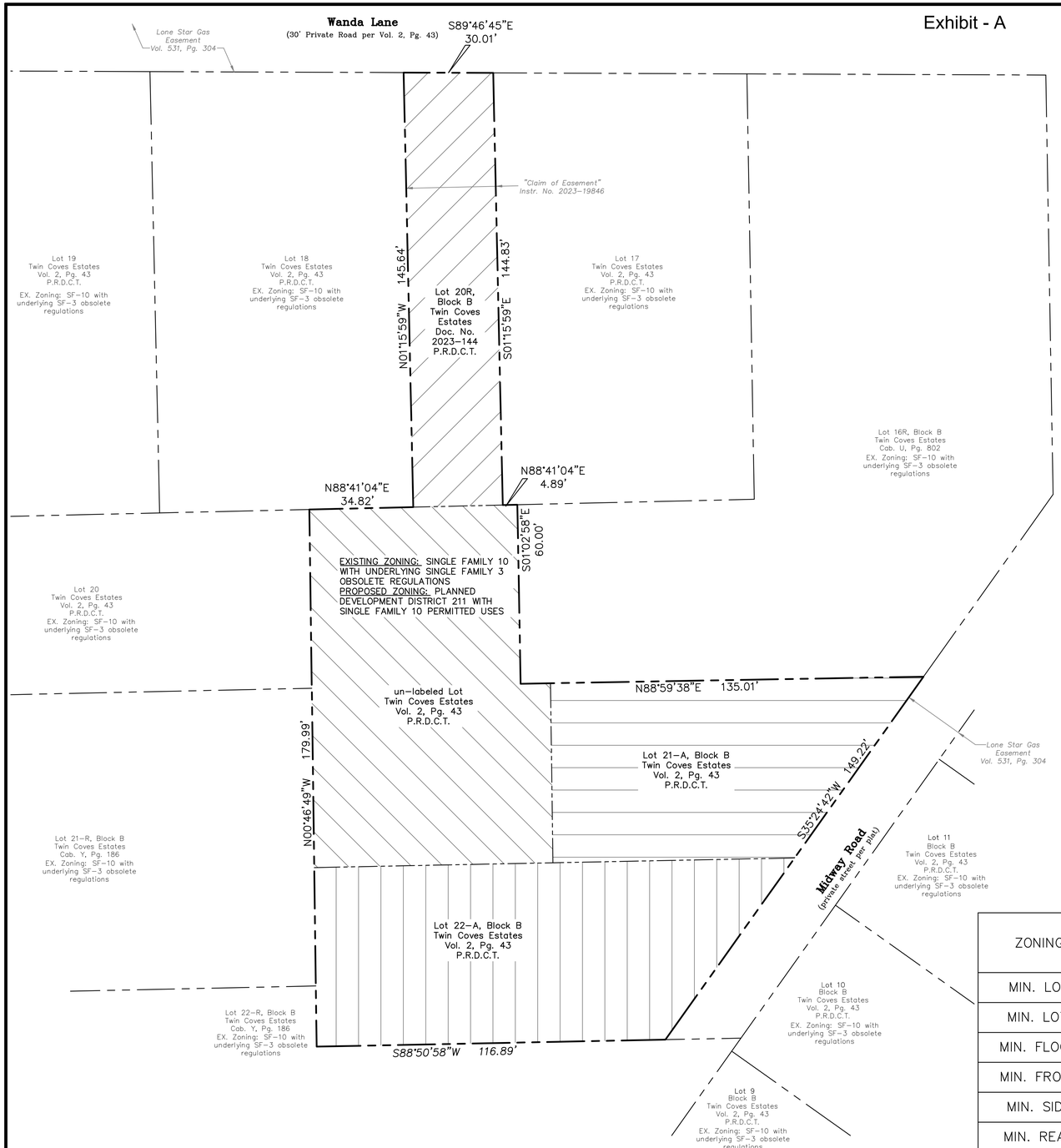
THENCE North 00 degrees 46 minutes 49 seconds West, a distance of 179.99 feet to a 1/2 inch iron rod found for comer being the northeast comer of Lot 20, of said Block B (Vol. 2, Pg. 43), same point being in the south line of Lot 18, of said Block B (Vol. 2, Pg. 43);

THENCE North 88 degrees 41 minutes 04 seconds East, a distance of34.82 feet to the southeast corner of said Lot 18, same point being the southwest corner of said Lot 20R;

THENCE North 01 degrees 15 minutes 59 seconds West, a distance of 145.64 feet to a 1/2 inch iron rod found for comer being in the south R.O.W. line of said Wanda Lane, same point being the northeast comer of said Lot 18 and the northwest comer of said Lot 20R;

THENCE South 89 degrees 46 minutes 45 seconds East, a distance of30.0l feet to the POINT OF BEGINNING and containing 0.640 acres of land, more or less.

Exhibit - A



LEGEND

– EXISTING EDGE OF PAVEMENT

– PROPERTY LINE

N

0 20 40

DRAWING SCALE
1"=20'

LEGAL DESCRIPTION

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER BEING THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME POINT BEING THE NORTHEAST CORNER OF SAID LOT 20R, AND BEING IN THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF WANDA LANE, SAME POINT BEING THE NORTHWEST CORNER OF LOT 17, OF SAID BLOCK B, TWIN COVES ESTATES (VOL. 2, PG. 43);

THENCE SOUTH 01 DEGREES 15 MINUTES 59 SECONDS EAST, A DISTANCE OF 144.83 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER BEING THE SOUTHWEST CORNER OF SAID LOT 17;

THENCE NORTH 88 DEGREES 41 MINUTES 04 SECONDS EAST, A DISTANCE OF 4.89 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER BEING THE MOST WESTERLY NORTHWEST CORNER OF LOT 16R, BLOCK B OF TWIN COVES ESTATES, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET U, PAGE 802, P.R.D.C.T.;

THENCE SOUTH 01 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER BEING THE SOUTHWEST CORNER OF SAID 16R;

THENCE NORTH 88 DEGREES 59 MINUTES 38 SECONDS EAST, A DISTANCE OF 135.01 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER BEING THE NORTHEAST CORNER OF SAID LOT 21-A, SAME POINT BEING THE SOUTHEAST CORNER OF SAID LOT 16R, AND BEING IN THE WESTERLY R.O.W. LINE OF MIDWAY ROAD;

THENCE SOUTH 35 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 149.22 FEET TO A ½ INCH IRON ROD WITH BLUE CAP STAMPED "OW TOWN SURVEYING" SET FOR CORNER BEING THE SOUTHEAST CORNER OF SAID LOT 22-A, SAME POINT BEING IN THE NORTH LINE OF LOT 22-R, BLOCK B OF TWIN COVES ESTATES, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET Y, PAGE 186, P.R.D.C.T.;

THENCE SOUTH 88 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 16.89 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22-A, SAME POINT BEING AN ELL CORNER OF SAID LOT 22-R, FROM WHICH A ½ INCH IRON ROD FOUND BEARS NORTH 75 DEGREES 58 MINUTES 28 SECONDS EAST AT 1.02 FEET;

THENCE NORTH 00 DEGREES 46 MINUTES 49 SECONDS WEST, A DISTANCE OF 179.99 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER BEING THE NORTHEAST CORNER OF LOT 20, OF SAID BLOCK B (VOL. 2, PG. 43), SAME POINT BEING IN THE SOUTH LINE OF LOT 18, OF SAID BLOCK B (VOL. 2, PG. 43);

THENCE NORTH 88 DEGREES 41 MINUTES 04 SECONDS EAST, A DISTANCE OF 34.82 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18, SAME POINT BEING THE SOUTHWEST CORNER OF SAID LOT 20R;

THENCE NORTH 01 DEGREES 15 MINUTES 59 SECONDS WEST, A DISTANCE OF 145.64 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER BEING IN THE SOUTH R.O.W. LINE OF SAID WANDA LANE, SAME POINT BEING THE NORTHEAST CORNER OF SAID LOT 18 AND THE NORTHWEST CORNER OF SAID LOT 20R;

THENCE SOUTH 89 DEGREES 46 MINUTES 45 SECONDS EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.640 ACRES OF LAND, MORE OR LESS.

MASTER PLAN FEATURES	
LAND USE PLAN	LOW DENSITY RESIDENTIAL
AREA PLANS	NONE
URBAN DESIGN PLAN	N/A
MEDIAN & ROW DESIGN GUIDELINES	NONE
PARKS AND TRAILS	NONE
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	N/A
WATER PLAN	CONNECTED TO WATER MAIN ON MIDWAY ROAD
WASTEWATER PLAN	SEPTIC SYSTEM
ECONOMIC IMPACT	NONE

ZONING STANDARD	PROPOSED: PLANNED DEVELOPMENT DISTRICT 211 WITH SF-10 REGULATIONS	EXISTING: SF-10 WITH UNDERLYING SF-3
MIN. LOT AREA (SF)	15,000	10,000
MIN. LOT WIDTH (FT)	70	70
MIN. FLOOR AREA (SF)	1,800	1,800
MIN. FRONT YARD (FT)	15	25
MIN. SIDE YARD (FT)	8	10
MIN. REAR YARD (FT)	10	25
MAX. LOT COVERAGE	40%	40%
MAX. HEIGHT (STORES/FT)	3 STORIES / 35 FEET	3 STORIES / 35 FEET
MAX. FLOOR AREA RATIO	NONE	NONE

VICINITY MAP
N.T.S.

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!!! CAUTION !!!
UNDERGROUND UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS PARTIES. THE ENGINEER DOES NOT ASSUME THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR(S) TO VERIFY THE HORIZONTALLY AND VERTICALLY LOCATION OF ALL UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED AND NOTIFY THE ENGINEER OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO UTILITIES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

CALL: TEXAS ONE CALL @ 811 AT LEAST 72 HRS PRIOR TO CONSTRUCTION.

SURVEYOR:
OLD TOWN SURVEYING, LLC
810 OFFICE PARK CIRCLE, #130
LEWISVILLE, TX 75057
PH: (469) 293-8079
CONTACT: THOMAS MAUK

OWNER:
JULIE TAYLOR & ERIC WISDOM
7358 WATERWELL TRAIL
FOREST HILL, TX 76140
PH: (214) 529-1787

ENGINEER/PREPARER:
CUMULUS DESIGN, INC.
FIRM NUMBER: 14810
PO BOX 2119
EULESS, TEXAS 76039
PH: (214) 235-0367
CONTACT: PAUL CRAGUN

DATE OF PREPARATION:
5/28/2026
DATE OF REVISIONS:
7/2/2026
7/21/2026

Cumulus Design Firm #14810
2080 N. Highway 360, Suite 240 Grand Prairie, Texas 75050
Tel. 214.235.0367

ZONING EXHIBIT

MIDWAY RESIDENTIAL REZONING

0.64 ACRES, TOWN OF FLOWERMOUND

DENTON COUNTY, TEXAS

LOTS 20R, 21-A, 22-A & UNLABELED LOT, BLOCK B, TWIN COVES ESTATE ADDITION

DATE	PROJECT NO	DRAWING SCALE	SHEET
05/18/26	265009	1" = 30'	ZE

Exhibit "B"

DEVELOPMENT STANDARDS
Planned Development District No. 211 (PD-211)

Midway Residential

The development on the property comprising approximately 0.64 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound Master Plan and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. Exhibits:

1. The following Exhibits are incorporated into this planned development.

    a. Exhibit "C": Conceptual Plan.

B. Single Family 10 District (SF-10) uses:

Development of PD-211 designated on Exhibit "C," the Concept Plan comprising approximately 0.64 acres, shall be in compliance with all regulations applicable to Single Family 10 District (SF-10) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. PERMITTED USES: The uses listed as Permitted Uses in SF-10 Single Family 10 District in the Town's Ordinance shall be permitted, subject to compliance with all applicable conditions in the areas designated on Exhibit "C" in accordance with Section 98-392 of the Land Development Code, "Permitted Uses," as amended.

2. SPECIFIC USES: The uses listed as Specific Uses in SF-10 Single Family 10 District in the Town's Ordinance may be permitted with a Specific Use Permit (SUP) approved by the Town in the areas designated on Exhibit "C" in accordance with Section 98-393 of the Land Development Code, "Specific Uses," as amended.

3. TEMPORARY USES: The uses listed as Temporary Uses in SF-10 Single Family 10 District in the Town's Ordinance may be permitted in the areas designated on Exhibit "C" upon approval of a Temporary Use Permit in accordance with Section 98-394 of the Land Development Code, "Temporary Uses," as amended.

4. DIMENSIONAL REGULATIONS: The dimensions listed in Section 98-395, unless listed here otherwise, of the Town's Zoning Ordinance shall apply in areas designated SF-10 Single Family District as designated on Exhibit "C".

    a. Minimum lot area per dwelling unit shall be 15,000 square feet subject to section 98-1023.
    b. Minimum Front Yard Setback shall be 15 feet for existing structures, subject to section 98-1026.

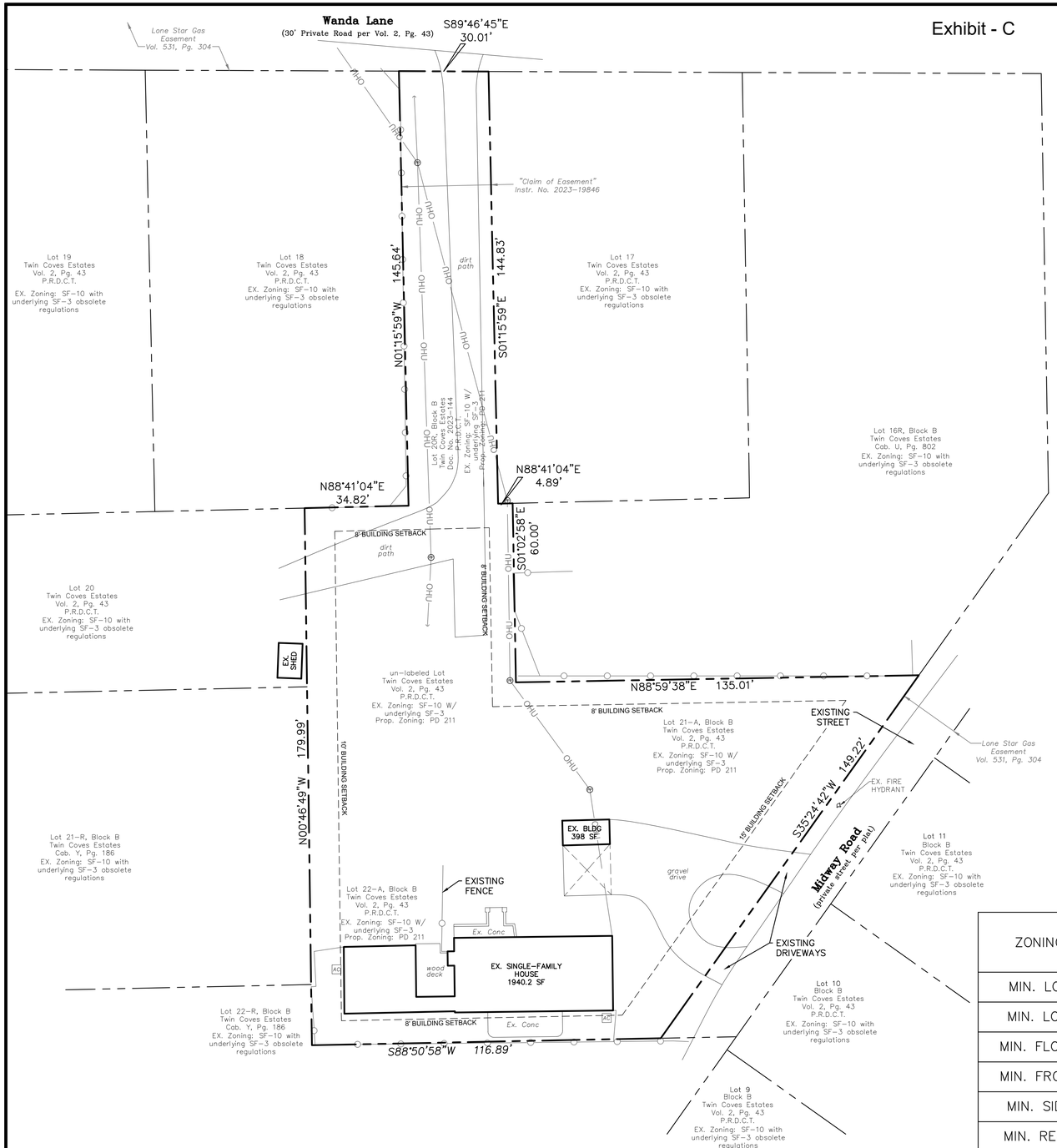
c. Minimum Side Yard Setback shall be 8 feet for existing structures, subject to section 98-1027.
d. Minimum Rear Yard setback shall be 10 feet for existing structures, subject to section 98-1028.

C. Miscellaneous Standards:

1. Combined floor area of all accessory buildings shall not exceed 1,000 square feet.

2. In the event the existing primary residence were to be demolished, and new residence constructed, both the new primary structure and accessory structures shall comply with the Town's SF-10 zoning district setbacks.

Exhibit - C



LEGEND

- EXISTING EDGE OF PAVEMENT
- PROPERTY LINE
- EXISTING BUILDING/STRUCTURE
- EXISTING FENCE

SITE DATA TABLE	
PHYSICAL ADDRESS	2141 MIDWAY ROAD
GROSS SITE AREA	0.64 ACRES
NET SITE AREA	0.64 ACRES
ZONING	
EXISTING ZONING	SF 10 WITH SF 3
PROPOSED ZONING	PD WITH SF 10 REGULATIONS
CURRENT USE	SINGLE FAMILY HOUSE
PROPOSED USE	SINGLE FAMILY HOUSE
LOT COVERAGE DATA	
BUILDING COVERAGE	2338.26 — 8.38%
IMPERVIOUS AREA	7098.74 — 25.46%
PERVIOUS AREA	20779.33 — 74.54%
BUILDING DATA	
BUILDING	SINGLE STORY HOUSE
BUILDING HEIGHT	±14'
TOTAL BUILDING SF	1940
BUILDING	SINGLE STORY SHED/STORAGE
BUILDING HEIGHT	±10'
TOTAL BUILDING SF	398

LEGAL DESCRIPTION

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THENCE SOUTH 01 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER BEING THE SOUTHWEST CORNER OF SAID 16R;

THENCE NORTH 88 DEGREES 59 MINUTES 38 SECONDS EAST, A DISTANCE OF 135.01 FEET TO A ⅜ INCH IRON ROD FOUND FOR CORNER BEING THE NORTHEAST CORNER OF SAID LOT 21-A, SAME POINT BEING THE SOUTHEAST CORNER OF SAID LOT 16R, AND BEING IN THE WESTERLY R.O.W. LINE OF MIDWAY ROAD;

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MASTER PLAN FEATURES	
LAND USE PLAN	LOW DENSITY RESIDENTIAL
AREA PLANS	NONE
URBAN DESIGN PLAN	N/A
MEDIAN & ROW DESIGN GUIDELINES	NONE
PARKS AND TRAILS	NONE
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	N/A
WATER PLAN	CONNECTED TO WATER MAIN ON MIDWAY ROAD
WASTEWATER PLAN	SEPTIC SYSTEM
ECONOMIC IMPACT	NONE

N

0 20 40

DRAWING SCALE
1"=20'

ZONING STANDARD	PROPOSED: PLANNED DEVELOPMENT DISTRICT 211 WITH SF-10 REGULATIONS	EXISTING: SF-10 WITH UNDERLYING SF-3
MIN. LOT AREA (SF)	15,000	10,000
MIN. LOT WIDTH (FT)	70	70
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MIN. SIDE YARD (FT)	8	10
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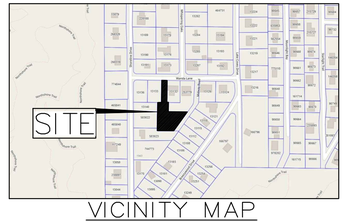
MAX. LOT COVERAGE	40%	40%
MAX. HEIGHT (STORES/FT)	3 STORIES / 35 FEET	3 STORIES / 35 FEET
MAX. FLOOR AREA RATIO	NONE	NONE



VICINITY MAP
N.T.S.

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CALL: TEXAS ONE CALL @ 811 AT LEAST 72 HRS PRIOR TO CONSTRUCTION.

NOTE:
THERE ARE NO PROPOSED IMPROVEMENTS FOR THESE LOTS.
THERE WILL BE NO CONSTRUCTION PHASING.

SURVEYOR:
OLD TOWN SURVEYING, LLC
810 OFFICE PARK CIRCLE, #130
LEWISVILLE, TX 75057
PH: (469) 293-8079
CONTACT: THOMAS MAUK

OWNER:
JULIE TAYLOR & ERIC WISDOM
7358 WATERWELL TRAIL
FOREST HILL, TX 76140
PH: (214) 529-1787

ENGINEER/PREPARER:
CUMULUS DESIGN, INC.
FIRM NUMBER: 14810
PO BOX 2119
EULESS, TEXAS 76039
PH: (214) 235-0367
CONTACT: PAUL CRAGUN

DATE OF PREPARATION:
5/28/2026
DATE OF REVISIONS:
7/2/2026
7/21/2026

Cumulus Design Firm #14810
2080 N. Highway 360, Suite 240 Grand Prairie, Texas 75050
Tel. 214.235.0367

CONCEPTUAL PLAN

MIDWAY RESIDENTIAL REZONING

0.64 ACRES, TOWN OF FLOWERMOUND

DENTON COUNTY, TEXAS

LOTS 20R, 21-A, 22-A & UNLABELED LOT, BLOCK B, TWIN COVES ESTATE ADDITION

DATE	PROJECT NO	DRAWING SCALE	SHEET
05/18/26	265009	1" = 30'	CP

TOWN COUNCIL
AGENDA L.5.
REGULAR ITEM(S)

DATE: August 17, 2026
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Consider approval of a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle releasing and accepting corporate limits for an approximate 38.9 acre tract of land.**

BACKGROUND: The purpose of this item is to consider a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle for four tracts of land (agenda items K.5 – K.8) which encompasses approximately 70.5 acres in total. This item specifically considers Tract 1 as identified on the attached location map.

It is anticipated that the Town Council of the Town of Argyle will consider these agreements at their September 21, 2026, Town Council meeting. Section 43.015, of the Texas Local Government Code allows adjacent municipalities to make mutually agreeable boundary changes for areas less than 1,000 feet in width. As such, to fully execute the boundary adjustments, four separate agreements are necessary.

Tracts 1 and 2 are within Flower Mound corporate limits but lack public-street access from Flower Mound due to floodplain constraints near Denton Creek Blvd.; access exists from Argyle via the Avalon at Argyle development where a public street has been stubbed to the property.

The owner agrees to deed-restrict and dedicate Tract 1 for parkland/open space, and both communities propose that Tract 1 be within the corporate limits of Argyle.

This action is one of four related boundary agreements considered concurrently with the Monarch development application (agenda item K.9).

Overall, approximately 62.2 acres are proposed to be released to Argyle, of which 59.3 acres will be deed restricted for parkland and open space purposes. The remaining 8.3 acres are proposed to be released to Flower Mound, which directly supports the Monarch development project.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

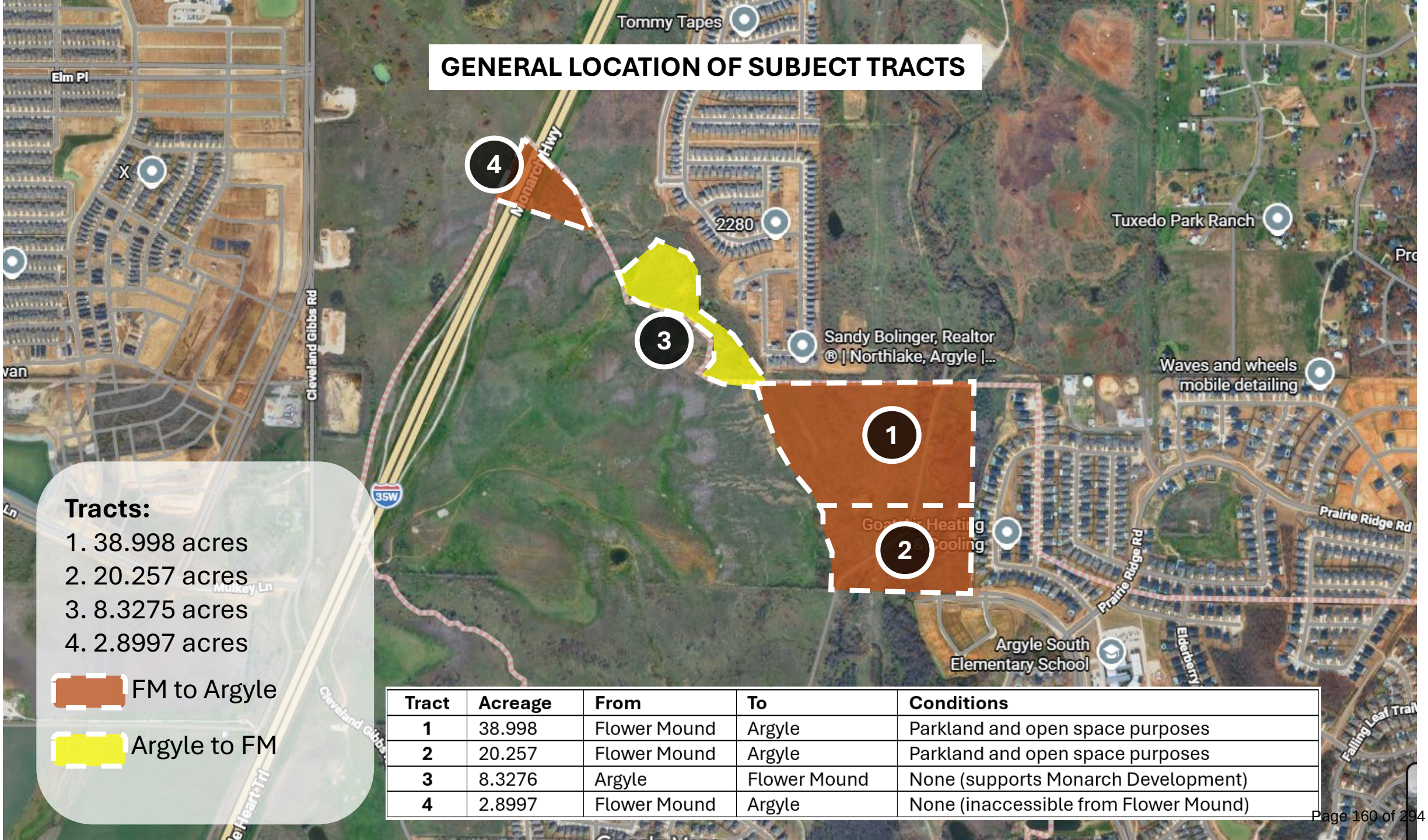
LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Location Map
2. Draft Joint Boundary Agreement: Tract 1

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

GENERAL LOCATION OF SUBJECT TRACTS



Tracts:

1. 38.998 acres
2. 20.257 acres
3. 8.3275 acres
4. 2.8997 acres

FM to Argyle

Argyle to FM

Tract	Acreage	From	To	Conditions
1	38.998	Flower Mound	Argyle	Parkland and open space purposes
2	20.257	Flower Mound	Argyle	Parkland and open space purposes
3	8.3276	Argyle	Flower Mound	None (supports Monarch Development)
4	2.8997	Flower Mound	Argyle	None (inaccessible from Flower Mound)

TOWN OF FLOWER MOUND ORDINANCE NO. _____
TOWN OF ARGYLE ORDINANCE NO. _____

A JOINT ORDINANCE AND BOUNDARY AGREEMENT BETWEEN THE TOWN OF FLOWER MOUND AND THE TOWN OF ARGYLE RELEASING AND ACCEPTING CORPORATE LIMITS.

STATE OF TEXAS §
§
COUNTY OF DENTON §

WHEREAS, the Town of Flower Mound, Texas ("Flower Mound") is a home rule city situated in Denton County and Tarrant County, Texas; and

WHEREAS, the Town of Argyle, Texas ("Argyle") is a Type A general law city situated in Denton County, Texas; and

WHEREAS, Flower Mound and Argyle share common boundaries; and

WHEREAS, municipalities in Texas are authorized and empowered, pursuant to Chapter 43 of the Texas Local Government Code, to exchange area with other municipalities; and

WHEREAS, Section 43.015 of the Texas Local Government Code authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, the 38.998 acre tract subject to this Joint Ordinance and Boundary Agreement is depicted as Tract 1 on **Exhibit A** and described on **Exhibit B** (the "Property"), and is less than 1,000 feet in width; and

WHEREAS, because of the topography and access available to the Property, the towns have determined it should be within the corporate limits of Argyle; and

WHEREAS, the owner of the Property consents to the boundary adjustment and intends to donate the Property to Argyle to be maintained by Argyle as open space; and

WHEREAS, Flower Mound and Argyle desire to adjust their corporate boundary lines, whereby Flower Mound will release land from its corporate limits to be relinquished to and become part of the corporate limits of Argyle so that the entirety of the Property will thereafter be wholly within the corporate limits of Argyle; and

WHEREAS, the respective governing bodies of the towns hereby determine that this Joint Ordinance and Boundary Agreement is in the best interest of the health, safety, morals, and welfare of the citizens of the respective towns and hereby authorize the Mayor of each town to execute this Joint Ordinance and Boundary Agreement.

NOW, THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND AND THE TOWN COUNCIL OF THE TOWN OF ARGYLE:

SECTION 1.

Pursuant to Sections 43.015 of the Texas Local Government Code, Flower Mound and Argyle hereby agree that the boundaries between the towns will be adjusted such that the Property depicted on **Exhibit A** and described on **Exhibit B**, which are attached hereto and incorporated herein for all purposes, shall be deemed to be wholly within the corporate limits of Argyle.

SECTION 2.

In accordance with the terms of this Joint Ordinance and Boundary Agreement, Flower Mound hereby relinquishes any claim to land within the Property and disannexes such Property from the corporate limits of Flower Mound. Argyle hereby accepts and annexes the Property previously within the corporate limits of Flower Mound into its corporate limits. The maps of each town shall be amended to reflect this boundary change.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

Flower Mound and Argyle do hereby covenant and agree to protect, preserve, and defend the herein depicted boundary adjustment.

SECTION 6.

Flower Mound and Argyle agree and ordain that the adoption by both towns of this Joint Ordinance and Boundary Agreement, and the boundary changes resulting there from do not mitigate, diminish or less in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations, or extraterritorial jurisdiction claims made by the other party.

SECTION 7.

The Joint Ordinance and Boundary Agreement shall become effective and shall become a binding agreement upon the Flower Mound and Argyle by the adoption of same in the regular,

open meetings of the councils of Flower Mound and Argyle.

SECTION 8.

The Town Secretary of each town is directed to file this Ordinance with the Denton and Tarrant County Appraiser's office.

SECTION 9.

This Joint Ordinance and Boundary Agreement, upon adoption by both towns, shall be executed in duplicate originals by the Mayor of each town.

APPROVED this ___ day of _____, 2026.

TOWN OF FLOWER MOUND, TEXAS

_____
Cheryl Moore, Mayor

ATTEST:

_____
Traci Henderson, Town Secretary

APPROVED this ___ day of _____, 2026.

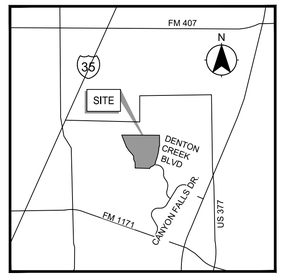
TOWN OF ARGYLE, TEXAS

_____
Ronald Schmidt, Mayor

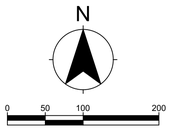
ATTEST:

_____
Erika McComis, Town Secretary

Exhibit A



VICINITY MAP
NTS



SCALE 1" = 100'

LEGEND

P.R.D.C.T	PUBLIC RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
	BOUNDARY LINE
	ABSTRACT LINE
	ADJOINER LINE
	EASEMENT LINE
	FEMA FLOOD LINE
x	BARBED WIRE FENCE
	CHAIN LINK FENCE
OHW	OVERHEAD WIRE
	MONUMENT FOUND
	NAIL FOUND
	CUT "X" FOUND
WWMH	WASTEWATER MANHOLE
	WASTEWATER VENT PIPE
WWMK	WASTEWATER MARKER
	WATER VALVE
	FIRE HYDRANT
	WROUGHT IRON FENCE
W	WATER WELL

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N26° 35' 43"W	84.26
L2	N20° 11' 12"W	75.05
L3	N09° 09' 16"W	50.00
L4	N02° 12' 09"E	59.96
L5	N10° 39' 48"W	69.96
L6	N32° 16' 04"W	80.94
L7	S32° 16' 04"E	9.09
L8	N89° 24' 56"W	20.00
L9	S10° 42' 49"W	20.00
L10	N79° 17' 11"W	20.00
L11	N10° 42' 49"E	20.00
L12	S79° 17' 11"E	20.00

GENERAL NOTES

1. BEARINGS BASED ON GPS OBSERVATIONS: TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE 4202, NAD83-US.
2. THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT.
3. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED AT THE TIME KFM FIELDWORK WAS COMPLETED.
4. A PORTION OF THIS SITE IS SITUATED IN SHADED ZONE "A" IN , DENTON COUNTY, TEXAS ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NUMBER 48121C0505G, REVISED DATE OF APRIL 18TH, 2011. WARNING: THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
TBPE #: F-20821 TBPELS #: 10194934

ALTA/NSPS LAND SURVEY
BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS

CENTURION AMERICAN

FLOWER MOUND LAND SWAP SURVEY

DATE: 2026/07/20
SCALE: 1" = 100'
DRAWN BY: JDJ
CHECKED BY: RGM
REFERENCE NO.: REF_#
PROJECT NO.: 26KFM0090

SHEET
1
OF 2

LEGAL DESCRIPTION - TRACT ONE

BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED REMAINDER OF 472.679 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MM VMF I, LLC, RECORDED IN INSTRUMENT NO. 2021-33813, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS (O.R.D.C.T.), BEING ALL OF A CALLED 15.302 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CADG AVALON AT ARGYLE, LLC, RECORDED IN INSTRUMENT NO. 2022-2817, O.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND FOR CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 16X, CANYON FALLS VILLAGE PHASE 7-AR, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO.2018-0072, PLAT RECORDS OF DENTON COUNTY, TEXAS, (P.R.D.C.T.), AND BEING IN THE SOUTH LINE OF ARGYLE LANDING, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2024-188, P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND FOR THE SOUTHEAST CORNER OF SAID ARGYLE LANDING, SAME BEING IN THE NORTH LINE OF SAID CANYON FALLS VILLAGE BEARS, NORTH 89°33'38" EAST, A DISTANCE OF 339.34 FEET;

THENCE SOUTH 00°33'11" EAST, WITH THE EAST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE WEST LINE OF LOT 33X, CANYON FALLS VILLAGE PHASE 4-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2018-358, P.R.D.C.T., A DISTANCE OF 999.08 FEET TO CALCULATED POINT;

THENCE NORTH 89°48'03" WEST, CROSSING THROUGH SAID 15.302 ACRE TRACT AND 472.679 ACRE TRACT, A DISTANCE OF 1,378.11 FEET TO A CALCULATED POINT IN THE WEST LINE OF SAID 472.679 ACRE TRACT AND THE EAST LINE OF A CALLED 71.445 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO AVALON 71, LLC, RECORDED IN INSTRUMENT NO. 2022-74580, O.R.D.C.T.;

THENCE WITH THE WEST LINE OF SAID 472.679 ACRE TRACT AND THE EAST LINE OF SAID 71.445 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 32°16'04" WEST, A DISTANCE OF 9.09 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
2. NORTH 41°44'16" WEST, A DISTANCE OF 249.91 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
3. NORTH 34°59'37" WEST, PASSING AT A DISTANCE OF 58.48 FEET, A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 250.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
4. NORTH 22°00'03" WEST, A DISTANCE OF 310.05 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
5. NORTH 20°53'17" WEST, A DISTANCE OF 334.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND, FOR THE NORTHWEST CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 71.445 ACRE TRACT, AND BEING IN THE SOUTH LINE OF AVALON AT ARGYLE, PHASE III, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2022-435, P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND IN THE NORTH LINE OF SAID 71.445 ACRE TRACT, SAME BEING IN THE SOUTH LINE OF SAID AVALON AT ARGYLE, PHASE III BEARS, NORTH 89°57'33" WEST, A DISTANCE OF 253.95 FEET;

THENCE SOUTH 89°57'33" EAST, WITH THE NORTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID AVALON AT ARGYLE, PHASE III, A DISTANCE OF 664.97 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND FOR CORNER IN OF THE SAID 472.679 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID AVALON AT ARGYLE, PHASE III, AND BEING THE SOUTHWEST CORNER OF SAID ARGYLE LANDING;

THENCE WITH THE NORTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID ARGYLE LANDING, THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 89°46'04" EAST, A DISTANCE OF 381.03 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
2. SOUTH 89°47'40" EAST, A DISTANCE OF 872.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 38.998 ACRES (1,698,741 SQUARE FEET) OF LAND, MORE OR LESS.

SAVE AND EXCEPT THE FOLLOWING (AFFECTS TRACT ONE ONLY):

BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED REMAINDER OF 472.679 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MM VMF I, LLC, RECORDED IN INSTRUMENT NO. 2021-33813, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT FOR CORNER IN SAID 472.679 ACRE TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 16X, CANYON FALLS VILLAGE PHASE 7-AR, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO.2018-0072, PLAT RECORDS OF DENTON COUNTY, TEXAS, (P.R.D.C.T.), AND BEING IN THE SOUTH LINE OF, ARGYLE LANDING, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2024-188, P.R.D.C.T., BEARS, NORTH 50°02'10" EAST, A DISTANCE OF 360.52 FEET;

THENCE CROSSING THROUGH SAID 472.679 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 10°42'49" WEST, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;
2. NORTH 79°17'11" WEST, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;
3. NORTH 10°42'49" EAST, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;
4. SOUTH 79°17'11" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIPTION CONTAINS 55.110 ACRES OF LAND SAVE & EXCEPT 0.009 ACRES OF LAND, LEAVING A NET ACREAGE OF 38.989 ACRES OF LAND FOR TRACT ONE, MORE OR LESS.

LEGAL DESCRIPTION - TRACT TWO

BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED REMAINDER OF 472.679 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MM VMF I, LLC, RECORDED IN INSTRUMENT NO. 2021-33813, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS (O.R.D.C.T.), BEING ALL OF A CALLED 15.302 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CADG AVALON AT ARGYLE, LLC, RECORDED IN INSTRUMENT NO. 2022-2817, O.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND FOR CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 16X, CANYON FALLS VILLAGE PHASE 7-AR, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO.2018-0072, PLAT RECORDS OF DENTON COUNTY, TEXAS, (P.R.D.C.T.), AND BEING IN THE SOUTH LINE OF, ARGYLE LANDING, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2024-188, P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND FOR THE SOUTHEAST CORNER OF SAID ARGYLE LANDING, SAME BEING IN THE NORTH LINE OF SAID CANYON FALLS VILLAGE BEARS, NORTH 89°33'38" EAST, A DISTANCE OF 339.34 FEET;

THENCE SOUTH 00°33'11" EAST, WITH THE EAST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE WEST LINE OF LOT 33X, CANYON FALLS VILLAGE PHASE 4-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2018-358, P.R.D.C.T., A DISTANCE OF 999.08 FEET TO CALCULATED POINT FOR THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE EAST LINE OF SAID 472.679 ACRE TRACT AND THE WEST LINE OF SAID LOT 33X THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 00°33'11" EAST, A DISTANCE OF 263.07 FEET TO A CALCULATED POINT;
2. NORTH 89°24'56" WEST, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;
3. SOUTH 00°21'18" WEST, A DISTANCE OF 442.03 FEET TO A CALCULATED POINT IN THE SOUTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING IN THE NORTH LINE OF A CALLED 1.655 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TOWN OF FLOWER MOUND, RECORDED IN INSTRUMENT NO. 2024-11345, O.R.D.C.T.;

THENCE NORTH 88°30'22" WEST, WITH THE SOUTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 1.655 ACRE TRACT, A DISTANCE OF 1,230.39 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 0.7229 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TOWN OF FLOWER MOUND, RECORDED IN INSTRUMENT NO. 2024-11345, O.R.D.C.T., AND BEING IN THE EAST LINE OF A CALLED 71.445 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO AVALON 71, LLC, RECORDED IN INSTRUMENT NO. 2022-74580, O.R.D.C.T.;

THENCE WITH THE WEST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 71.445 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 00°30'08" WEST, PASSING AT A DISTANCE OF 50.08 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "LTRA 10140200" FOUND;
2. CONTINUING FOR A TOTAL DISTANCE OF 285.32 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
3. NORTH 26°35'43" WEST, A DISTANCE OF 84.26 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
4. NORTH 20°11'12" WEST, A DISTANCE OF 75.05 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
5. NORTH 09°09'16" WEST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
6. NORTH 02°12'09" EAST, A DISTANCE OF 59.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
7. NORTH 10°39'48" WEST, A DISTANCE OF 69.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
8. NORTH 32°16'04" WEST, A DISTANCE OF 80.94 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

THENCE SOUTH 89°48'03" EAST, OVER AND ACROSS SAID 472.679 ACRE TRACT AND SAID 15.302 ACRE TRACT, A DISTANCE OF 1,378.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.257 ACRES (882,378 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYORS CERTIFICATION

TO: MM VMF I, LLC; CADG AVALON AT ARGYLE, LLC; CENTURION AMERICAN DEVELOPMENT GROUP;

THIS IS TO CERTIFY THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA/NSPS, AND INCLUDES ITEMS 1-6A, 7A, 7C, 8-10, 11A, 11B, 12-14, 16-20, OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 03/17/2026.

PRELIMINARY
FOR REVIEW PURPOSES ONLY

ROBERT GLEN MALOY, RPLS — DATE:
TEXAS REGISTRATION NO. 6028
KFM ENGINEERING & DESIGN, LLC
3501 OLYMPUS BLVD,, SUITE 100
DALLAS, TEXAS 75019

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
TBPE #: F-20821 TBPELS #: 10194934

ALTA/NSPS LAND SURVEY
BEING A TRACT OF LAND SITUATED IN THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244,
DENTON COUNTY, TEXAS

CENTURION AMERICAN

FLOWER MOUND LAND SWAP SURVEY

DATE: 2026/07/20
SCALE: NA
DRAWN BY: JDJ
CHECKED BY: RGM
REFERENCE NO.: REF_#
PROJECT NO.: 26KFM0090

SHEET
2
OF 2

Exhibit B

LEGAL DESCRIPTION - TRACT ONE

BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED REMAINDER OF 472.679 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MM VMF I, LLC, RECORDED IN INSTRUMENT NO. 2021-33813, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS (O.R.D.C.T.), BEING ALL OF A CALLED 15.302 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CADG AVALON AT ARGYLE, LLC, RECORDED IN INSTRUMENT NO. 2022-2817, O.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND FOR CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 16X, CANYON FALLS VILLAGE PHASE 7-AR, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO.2018-0072, PLAT RECORDS OF DENTON COUNTY, TEXAS, (P.R.D.C.T.), AND BEING IN THE SOUTH LINE OF ARGYLE LANDING, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2024-188, P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND FOR THE SOUTHEAST CORNER OF SAID ARGYLE LANDING, SAME BEING IN THE NORTH LINE OF SAID CANYON FALLS VILLAGE BEARS, NORTH 89°33'38" EAST, A DISTANCE OF 339.34 FEET;

THENCE SOUTH 00°33'11" EAST, WITH THE EAST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE WEST LINE OF LOT 33X, CANYON FALLS VILLAGE PHASE 4-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2018-358, P.R.D.C.T., A DISTANCE OF 999.08 FEET TO CALCULATED POINT;

THENCE NORTH 89°48'03" WEST, CROSSING THROUGH SAID 15.302 ACRE TRACT AND 472.679 ACRE TRACT, A DISTANCE OF 1,378.11 FEET TO A CALCULATED POINT IN THE WEST LINE OF SAID 472.679 ACRE TRACT AND THE EAST LINE OF A CALLED 71.445 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO AVALON 71, LLC, RECORDED IN INSTRUMENT NO. 2022-74580, O.R.D.C.T.;

THENCE WITH THE WEST LINE OF SAID 472.679 ACRE TRACT AND THE EAST LINE OF SAID 71.445 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 32°16'04" WEST, A DISTANCE OF 9.09 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

2. NORTH 41°44'16" WEST, A DISTANCE OF 249.91 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

3. NORTH 34°59'37" WEST, PASSING AT A DISTANCE OF 58.48 FEET, A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 250.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

4. NORTH 22°00'03" WEST, A DISTANCE OF 310.05 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

5. NORTH 20°53'17" WEST, A DISTANCE OF 334.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND, FOR THE NORTHWEST CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 71.445 ACRE TRACT, AND BEING IN THE SOUTH LINE OF AVALON AT ARGYLE, PHASE III, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2022-435, P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND IN THE NORTH LINE OF SAID 71.445 ACRE TRACT, SAME BEING IN THE SOUTH LINE OF SAID AVALON AT ARGYLE, PHASE III BEARS, NORTH 89°57'33" WEST, A DISTANCE OF 253.95 FEET;

THENCE SOUTH 89°57'33" EAST, WITH THE NORTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID AVALON AT ARGYLE, PHASE III, A DISTANCE OF 664.97 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND FOR CORNER IN OF THE SAID 472.679 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID AVALON AT ARGYLE, PHASE III, AND BEING THE SOUTHWEST CORNER OF SAID ARGYLE LANDING;

THENCE WITH THE NORTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID ARGYLE LANDING, THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 89°46'04" EAST, A DISTANCE OF 381.03 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

2. SOUTH 89°47'40" EAST, A DISTANCE OF 872.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 38.998 ACRES (1,698,741 SQUARE FEET) OF LAND, MORE OR LESS.

LEGAL DESCRIPTION - TRACT TWO

BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED REMAINDER OF 472.679 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MM VMF I, LLC, RECORDED IN INSTRUMENT NO. 2021-33813, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS (O.R.D.C.T.), BEING ALL OF A CALLED 15.302 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CADG AVALON AT ARGYLE, LLC, RECORDED IN INSTRUMENT NO. 2022-2817, O.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND FOR CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 16X, CANYON FALLS VILLAGE

PHASE 7-AR, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO.2018-0072, PLAT RECORDS OF DENTON COUNTY, TEXAS, (P.R.D.C.T.), AND BEING IN THE SOUTH LINE OF, ARGYLE LANDING, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2024-188, P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND FOR THE SOUTHEAST CORNER OF SAID ARGYLE LANDING, SAME BEING IN THE NORTH LINE OF SAID CANYON FALLS VILLAGE BEARS, NORTH 89°33'38" EAST, A DISTANCE OF 339.34 FEET;

THENCE SOUTH 00°33'11" EAST, WITH THE EAST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE WEST LINE OF LOT 33X, CANYON FALLS VILLAGE PHASE 4-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2018-358, P.R.D.C.T., A DISTANCE OF 999.08 FEET TO CALCULATED POINT FOR THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE EAST LINE OF SAID 472.679 ACRE TRACT AND THE WEST LINE OF SAID LOT 33X THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 00°33'11" EAST, A DISTANCE OF 263.07 FEET TO A CALCULATED POINT;

2. NORTH 89°24'56" WEST, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;

3. SOUTH 00°21'18" WEST, A DISTANCE OF 442.03 FEET TO A CALCULATED POINT IN THE SOUTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING IN THE NORTH LINE OF A CALLED 1.655 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TOWN OF FLOWER MOUND, RECORDED IN INSTRUMENT NO. 2024-11345, O.R.D.C.T.;

THENCE NORTH 88°30'22" WEST, WITH THE SOUTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 1.655 ACRE TRACT, A DISTANCE OF 1,230.39 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 0.7229 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TOWN OF FLOWER MOUND, RECORDED IN INSTRUMENT NO. 2024-11345, O.R.D.C.T., AND BEING IN THE EAST LINE OF A CALLED 71.445 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO AVALON 71, LLC, RECORDED IN INSTRUMENT NO. 2022-74580, O.R.D.C.T.;

THENCE WITH THE WEST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 71.445 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 00°30'08" WEST, PASSING AT A DISTANCE OF 50.08 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "LTRA 10140200" FOUND;

2. CONTINUING FOR A TOTAL DISTANCE OF 285.32 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

3. NORTH 26°35'43" WEST, A DISTANCE OF 84.26 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

4. NORTH 20°11'12" WEST, A DISTANCE OF 75.05 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

5. NORTH 09°09'16" WEST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

6. NORTH 02°12'09" EAST, A DISTANCE OF 59.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

7. NORTH 10°39'48" WEST, A DISTANCE OF 69.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

8. NORTH 32°16'04" WEST, A DISTANCE OF 80.94 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

THENCE SOUTH 89°48'03" EAST, OVER AND ACROSS SAID 472.679 ACRE TRACT AND SAID 15.302 ACRE TRACT, A DISTANCE OF 1,378.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.257 ACRES (882,378 SQUARE FEET) OF LAND, MORE OR LESS.

TOWN COUNCIL
AGENDA L.6.
REGULAR ITEM(S)

DATE: August 17, 2026
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Consider approval of a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle releasing and accepting corporate limits for an approximate 20.3 acre tract of land.**

BACKGROUND: The purpose of this item is to consider a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle for four tracts of land (agenda items K.5 – K.8) which encompasses approximately 70.5 acres in total. This item specifically considers Tract 2 as identified on the attached location map.

It is anticipated that the Town Council of the Town of Argyle will consider these agreements at their September 21, 2026, Town Council meeting. Section 43.015, of the Texas Local Government Code allows adjacent municipalities to make mutually agreeable boundary changes for areas less than 1,000 feet in width. As such, to fully execute the boundary adjustments, four separate agreements are necessary.

Tract 2 is the companion to Tract 1 and has identical access constraints: within Flower Mound corporate limits, separated by floodplain from Denton Creek Blvd., with current access stubbed from Avalon at Argyle.

The owner agrees to deed-restrict and dedicate Tract 2 for parkland/open space, and both communities propose that Tract 2 be within Argyle corporate limits.

This action is part of the same four-item boundary series considered concurrently with the Monarch development application (agenda item K.9).

Overall, approximately 62.2 acres are proposed to be released to Argyle, of which 59.3 acres will be deed restricted for parkland and open space purposes. The remaining 8.3 acres are proposed to be released to Flower Mound, which directly supports the Monarch development project.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

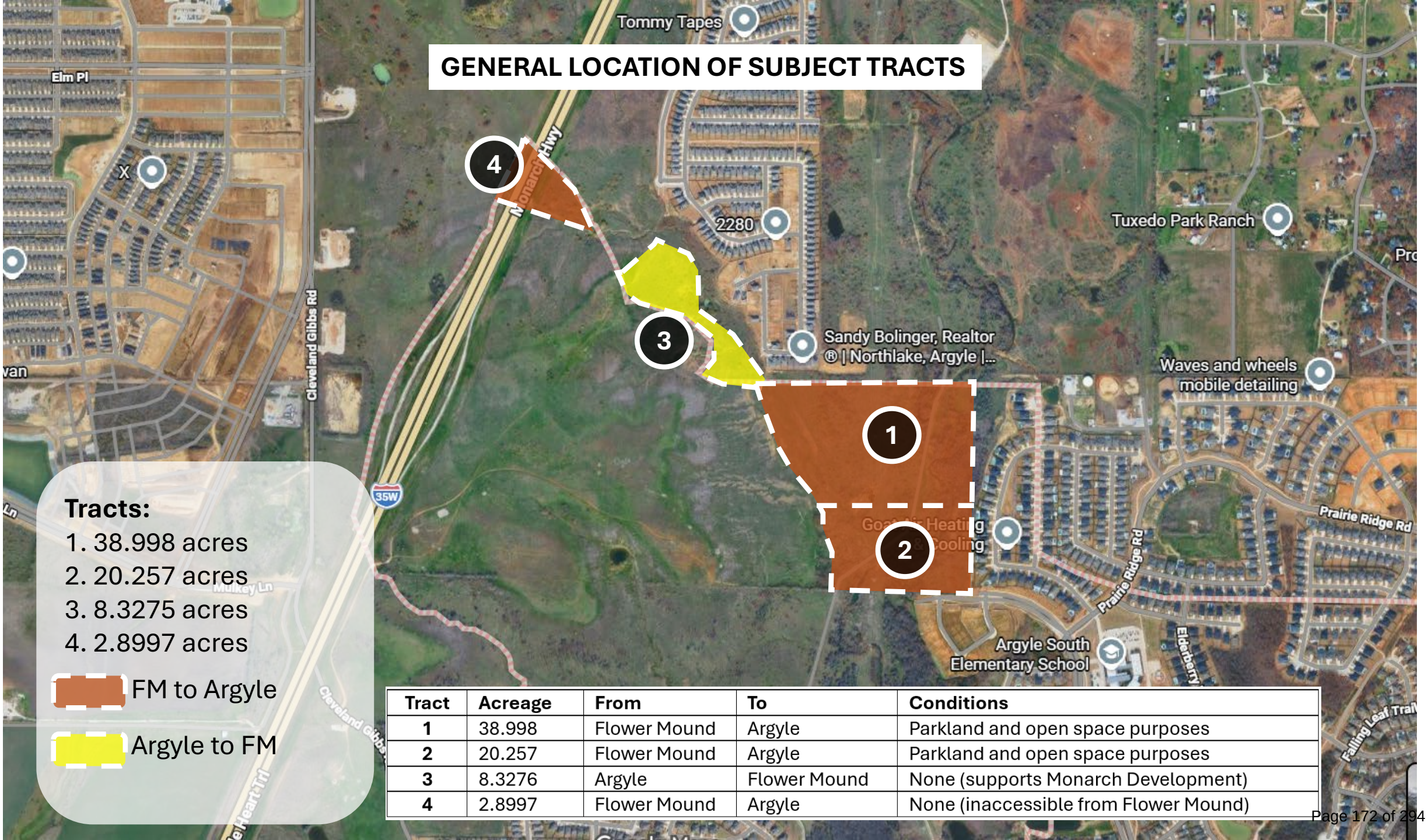
LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:
1. Location Map

2. Draft Joint Boundary Agreement: Tract 2

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

GENERAL LOCATION OF SUBJECT TRACTS



Tracts:

1. 38.998 acres
2. 20.257 acres
3. 8.3275 acres
4. 2.8997 acres

FM to Argyle

Argyle to FM

Tract	Acreage	From	To	Conditions
1	38.998	Flower Mound	Argyle	Parkland and open space purposes
2	20.257	Flower Mound	Argyle	Parkland and open space purposes
3	8.3276	Argyle	Flower Mound	None (supports Monarch Development)
4	2.8997	Flower Mound	Argyle	None (inaccessible from Flower Mound)

TOWN OF FLOWER MOUND ORDINANCE NO. _____
TOWN OF ARGYLE ORDINANCE NO. _____

A JOINT ORDINANCE AND BOUNDARY AGREEMENT BETWEEN THE TOWN OF FLOWER MOUND AND THE TOWN OF ARGYLE RELEASING AND ACCEPTING CORPORATE LIMITS.

STATE OF TEXAS §
§
COUNTY OF DENTON §

WHEREAS, the Town of Flower Mound, Texas ("Flower Mound") is a home rule city situated in Denton County and Tarrant County, Texas; and

WHEREAS, the Town of Argyle, Texas ("Argyle") is a Type A general law city situated in Denton County, Texas; and

WHEREAS, Flower Mound and Argyle share common boundaries; and

WHEREAS, municipalities in Texas are authorized and empowered, pursuant to Chapter 43 of the Texas Local Government Code, to exchange area with other municipalities; and

WHEREAS, Section 43.015 of the Texas Local Government Code authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, the 20.247 acre tract subject to this Joint Ordinance and Boundary Agreement is depicted as Tract 2 on **Exhibit A** and described on **Exhibit B** (the "Property"), and is less than 1,000 feet in width; and

WHEREAS, because of the topography and access available to the Property, the towns have determined it should be within the corporate limits of Argyle; and

WHEREAS, Flower Mound and Argyle desire to adjust their corporate boundary lines, whereby Flower Mound will release land from its corporate limits to be relinquished to and become part of the corporate limits of Argyle so that the entirety of the Property will thereafter be wholly within the corporate limits of Argyle; and

WHEREAS, the respective governing bodies of the towns hereby determine that this Joint Ordinance and Boundary Agreement is in the best interest of the health, safety, morals, and welfare of the citizens of the respective towns and hereby authorize the Mayor of each town to execute this Joint Ordinance and Boundary Agreement.

NOW, THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND AND THE TOWN COUNCIL OF THE TOWN OF ARGYLE:

SECTION 1.

Pursuant to Sections 43.015 of the Texas Local Government Code, Flower Mound and Argyle hereby agree that the boundaries between the towns will be adjusted such that the Property depicted on **Exhibit A** and described on **Exhibit B**, which are attached hereto and incorporated herein for all purposes, shall be deemed to be wholly within the corporate limits of Argyle.

SECTION 2.

In accordance with the terms of this Joint Ordinance and Boundary Agreement, Flower Mound hereby relinquishes any claim to land within the Property and disannexes such Property from the corporate limits of Flower Mound. Argyle hereby accepts and annexes the Property previously within the corporate limits of Flower Mound into its corporate limits. The maps of each town shall be amended to reflect this boundary change.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

Flower Mound and Argyle do hereby covenant and agree to protect, preserve, and defend the herein depicted boundary adjustment.

SECTION 6.

Flower Mound and Argyle agree and ordain that the adoption by both towns of this Joint Ordinance and Boundary Agreement, and the boundary changes resulting there from do not mitigate, diminish or less in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations, or extraterritorial jurisdiction claims made by the other party.

SECTION 7.

The Joint Ordinance and Boundary Agreement shall become effective and shall become a binding agreement upon the Flower Mound and Argyle by the adoption of same in the regular, open meetings of the councils of Flower Mound and Argyle.

SECTION 8.

The Town Secretary of each town is directed to file this Ordinance with the Denton and Tarrant County Appraiser's office.

SECTION 9.

This Joint Ordinance and Boundary Agreement, upon adoption by both towns, shall be executed in duplicate originals by the Mayor of each town.

APPROVED this ___ day of _____, 2026.

TOWN OF FLOWER MOUND, TEXAS

_____
Cheryl Moore, Mayor

ATTEST:

_____
Traci Henderson, Town Secretary

APPROVED this ___ day of _____, 2026.

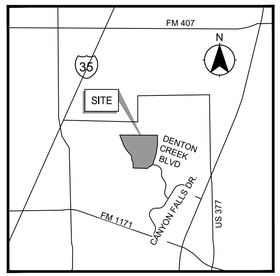
TOWN OF ARGYLE, TEXAS

_____
Ronald Schmidt, Mayor

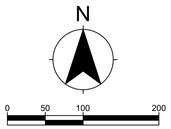
ATTEST:

_____
Erika McComis, Town Secretary

Exhibit A



VICINITY MAP
NTS



SCALE 1" = 100'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N26° 35' 43"W	84.26
L2	N20° 11' 12"W	75.05
L3	N09° 09' 16"W	50.00
L4	N02° 12' 09"E	59.96
L5	N10° 39' 48"W	69.96
L6	N32° 16' 04"W	80.94
L7	S32° 16' 04"E	9.09
L8	N89° 24' 56"W	20.00
L9	S10° 42' 49"W	20.00
L10	N79° 17' 11"W	20.00
L11	N10° 42' 49"E	20.00
L12	S79° 17' 11"E	20.00

LEGEND

P.R.D.C.T	PUBLIC RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
	BOUNDARY LINE
	ABSTRACT LINE
	ADJOINER LINE
	EASEMENT LINE
	FEMA FLOOD LINE
x	BARBED WIRE FENCE
	CHAIN LINK FENCE
OHW	OVERHEAD WIRE
	MONUMENT FOUND
	NAIL FOUND
	CUT "X" FOUND
WWMH	WASTEWATER MANHOLE
	WASTEWATER VENT PIPE
WWMK	WASTEWATER MARKER
	WATER VALVE
	FIRE HYDRANT
	WROUGHT IRON FENCE
W	WATER WELL

GENERAL NOTES

1. BEARINGS BASED ON GPS OBSERVATIONS: TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE 4202, NAD83-US.
2. THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT.
3. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED AT THE TIME KFM FIELDWORK WAS COMPLETED.
4. A PORTION OF THIS SITE IS SITUATED IN SHADED ZONE "A" IN , DENTON COUNTY, TEXAS ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NUMBER 48121C0505G, REVISED DATE OF APRIL 18TH, 2011. WARNING: THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
TBPE #: F-20821 TBPELS #: 10194934

ALTA/NSPS LAND SURVEY
BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS

CENTURION AMERICAN

FLOWER MOUND LAND SWAP SURVEY

DATE: 2026/07/20
SCALE: 1" = 100'
DRAWN BY: JDJ
CHECKED BY: RGM
REFERENCE NO.: REF_#
PROJECT NO.: 26KFM0090

SHEET
1
OF 2

LEGAL DESCRIPTION - TRACT ONE

BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED REMAINDER OF 472.679 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MM VMF I, LLC, RECORDED IN INSTRUMENT NO. 2021-33813, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS (O.R.D.C.T.), BEING ALL OF A CALLED 15.302 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CADG AVALON AT ARGYLE, LLC, RECORDED IN INSTRUMENT NO. 2022-2817, O.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 00°33'11" EAST, WITH THE EAST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE WEST LINE OF LOT 33X, CANYON FALLS VILLAGE PHASE 4-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2018-358, P.R.D.C.T., A DISTANCE OF 999.08 FEET TO CALCULATED POINT;

THENCE NORTH 89°48'03" WEST, CROSSING THROUGH SAID 15.302 ACRE TRACT AND 472.679 ACRE TRACT, A DISTANCE OF 1,378.11 FEET TO A CALCULATED POINT IN THE WEST LINE OF SAID 472.679 ACRE TRACT AND THE EAST LINE OF A CALLED 71.445 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO AVALON 71, LLC, RECORDED IN INSTRUMENT NO. 2022-74580, O.R.D.C.T.;

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2. NORTH 41°44'16" WEST, A DISTANCE OF 249.91 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
3. NORTH 34°59'37" WEST, PASSING AT A DISTANCE OF 58.48 FEET, A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 250.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
4. NORTH 22°00'03" WEST, A DISTANCE OF 310.05 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
5. NORTH 20°53'17" WEST, A DISTANCE OF 334.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND, FOR THE NORTHWEST CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 71.445 ACRE TRACT, AND BEING IN THE SOUTH LINE OF AVALON AT ARGYLE, PHASE III, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2022-435, P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND IN THE NORTH LINE OF SAID 71.445 ACRE TRACT, SAME BEING IN THE SOUTH LINE OF SAID AVALON AT ARGYLE, PHASE III BEARS, NORTH 89°57'33" WEST, A DISTANCE OF 253.95 FEET;

THENCE SOUTH 89°57'33" EAST, WITH THE NORTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID AVALON AT ARGYLE, PHASE III, A DISTANCE OF 664.97 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND FOR CORNER IN OF THE SAID 472.679 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID AVALON AT ARGYLE, PHASE III, AND BEING THE SOUTHWEST CORNER OF SAID ARGYLE LANDING;

THENCE WITH THE NORTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID ARGYLE LANDING, THE FOLLOWING COURSES AND DISTANCES:

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2. SOUTH 89°47'40" EAST, A DISTANCE OF 872.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 38.998 ACRES (1,698,741 SQUARE FEET) OF LAND, MORE OR LESS.

SAVE AND EXCEPT THE FOLLOWING (AFFECTS TRACT ONE ONLY):

BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED REMAINDER OF 472.679 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MM VMF I, LLC, RECORDED IN INSTRUMENT NO. 2021-33813, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT FOR CORNER IN SAID 472.679 ACRE TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 16X, CANYON FALLS VILLAGE PHASE 7-AR, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO.2018-0072, PLAT RECORDS OF DENTON COUNTY, TEXAS, (P.R.D.C.T.), AND BEING IN THE SOUTH LINE OF, ARGYLE LANDING, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2024-188, P.R.D.C.T., BEARS, NORTH 50°02'10" EAST, A DISTANCE OF 360.52 FEET;

THENCE CROSSING THROUGH SAID 472.679 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 10°42'49" WEST, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;
2. NORTH 79°17'11" WEST, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;
3. NORTH 10°42'49" EAST, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;
4. SOUTH 79°17'11" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIPTION CONTAINS 55.110 ACRES OF LAND SAVE & EXCEPT 0.009 ACRES OF LAND, LEAVING A NET ACREAGE OF 38.989 ACRES OF LAND FOR TRACT ONE, MORE OR LESS.

LEGAL DESCRIPTION - TRACT TWO

BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED REMAINDER OF 472.679 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MM VMF I, LLC, RECORDED IN INSTRUMENT NO. 2021-33813, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS (O.R.D.C.T.), BEING ALL OF A CALLED 15.302 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CADG AVALON AT ARGYLE, LLC, RECORDED IN INSTRUMENT NO. 2022-2817, O.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND FOR CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 16X, CANYON FALLS VILLAGE PHASE 7-AR, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO.2018-0072, PLAT RECORDS OF DENTON COUNTY, TEXAS, (P.R.D.C.T.), AND BEING IN THE SOUTH LINE OF, ARGYLE LANDING, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2024-188, P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND FOR THE SOUTHEAST CORNER OF SAID ARGYLE LANDING, SAME BEING IN THE NORTH LINE OF SAID CANYON FALLS VILLAGE BEARS, NORTH 89°33'38" EAST, A DISTANCE OF 339.34 FEET;

THENCE SOUTH 00°33'11" EAST, WITH THE EAST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE WEST LINE OF LOT 33X, CANYON FALLS VILLAGE PHASE 4-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2018-358, P.R.D.C.T., A DISTANCE OF 999.08 FEET TO CALCULATED POINT FOR THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE EAST LINE OF SAID 472.679 ACRE TRACT AND THE WEST LINE OF SAID LOT 33X THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 00°33'11" EAST, A DISTANCE OF 263.07 FEET TO A CALCULATED POINT;
2. NORTH 89°24'56" WEST, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;
3. SOUTH 00°21'18" WEST, A DISTANCE OF 442.03 FEET TO A CALCULATED POINT IN THE SOUTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING IN THE NORTH LINE OF A CALLED 1.655 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TOWN OF FLOWER MOUND, RECORDED IN INSTRUMENT NO. 2024-11345, O.R.D.C.T.;

THENCE NORTH 88°30'22" WEST, WITH THE SOUTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 1.655 ACRE TRACT, A DISTANCE OF 1,230.39 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 0.7229 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TOWN OF FLOWER MOUND, RECORDED IN INSTRUMENT NO. 2024-11345, O.R.D.C.T., AND BEING IN THE EAST LINE OF A CALLED 71.445 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO AVALON 71, LLC, RECORDED IN INSTRUMENT NO. 2022-74580, O.R.D.C.T.;

THENCE WITH THE WEST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 71.445 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 00°30'08" WEST, PASSING AT A DISTANCE OF 50.08 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "LTRA 10140200" FOUND;
2. CONTINUING FOR A TOTAL DISTANCE OF 285.32 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
3. NORTH 26°35'43" WEST, A DISTANCE OF 84.26 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
4. NORTH 20°11'12" WEST, A DISTANCE OF 75.05 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
5. NORTH 09°09'16" WEST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
6. NORTH 02°12'09" EAST, A DISTANCE OF 59.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
7. NORTH 10°39'48" WEST, A DISTANCE OF 69.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;
8. NORTH 32°16'04" WEST, A DISTANCE OF 80.94 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

THENCE SOUTH 89°48'03" EAST, OVER AND ACROSS SAID 472.679 ACRE TRACT AND SAID 15.302 ACRE TRACT, A DISTANCE OF 1,378.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.257 ACRES (882,378 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYORS CERTIFICATION

TO: MM VMF I, LLC; CADG AVALON AT ARGYLE, LLC; CENTURION AMERICAN DEVELOPMENT GROUP;

THIS IS TO CERTIFY THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA/NSPS, AND INCLUDES ITEMS 1-6A, 7A, 7C, 8-10, 11A, 11B, 12-14, 16-20, OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 03/17/2026.

PRELIMINARY
FOR REVIEW PURPOSES ONLY

ROBERT GLEN MALOY, RPLS — DATE:
TEXAS REGISTRATION NO. 6028
KFM ENGINEERING & DESIGN, LLC
3501 OLYMPUS BLVD,, SUITE 100
DALLAS, TEXAS 75019

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
TBPE #: F-20821 TBPELS #: 10194934

ALTA/NSPS LAND SURVEY
BEING A TRACT OF LAND SITUATED IN THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244,
DENTON COUNTY, TEXAS

CENTURION AMERICAN

FLOWER MOUND LAND SWAP SURVEY

DATE: 2026/07/20
SCALE: NA
DRAWN BY: JDJ
CHECKED BY: RGM
REFERENCE NO.: REF_#
PROJECT NO.: 26KFM0090

SHEET
2
OF 2

Exhibit B

LEGAL DESCRIPTION - TRACT ONE

BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED REMAINDER OF 472.679 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MM VMF I, LLC, RECORDED IN INSTRUMENT NO. 2021-33813, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS (O.R.D.C.T.), BEING ALL OF A CALLED 15.302 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CADG AVALON AT ARGYLE, LLC, RECORDED IN INSTRUMENT NO. 2022-2817, O.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND FOR CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 16X, CANYON FALLS VILLAGE PHASE 7-AR, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO.2018-0072, PLAT RECORDS OF DENTON COUNTY, TEXAS, (P.R.D.C.T.), AND BEING IN THE SOUTH LINE OF ARGYLE LANDING, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2024-188, P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND FOR THE SOUTHEAST CORNER OF SAID ARGYLE LANDING, SAME BEING IN THE NORTH LINE OF SAID CANYON FALLS VILLAGE BEARS, NORTH 89°33'38" EAST, A DISTANCE OF 339.34 FEET;

THENCE SOUTH 00°33'11" EAST, WITH THE EAST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE WEST LINE OF LOT 33X, CANYON FALLS VILLAGE PHASE 4-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2018-358, P.R.D.C.T., A DISTANCE OF 999.08 FEET TO CALCULATED POINT;

THENCE NORTH 89°48'03" WEST, CROSSING THROUGH SAID 15.302 ACRE TRACT AND 472.679 ACRE TRACT, A DISTANCE OF 1,378.11 FEET TO A CALCULATED POINT IN THE WEST LINE OF SAID 472.679 ACRE TRACT AND THE EAST LINE OF A CALLED 71.445 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO AVALON 71, LLC, RECORDED IN INSTRUMENT NO. 2022-74580, O.R.D.C.T.;

THENCE WITH THE WEST LINE OF SAID 472.679 ACRE TRACT AND THE EAST LINE OF SAID 71.445 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 32°16'04" WEST, A DISTANCE OF 9.09 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

2. NORTH 41°44'16" WEST, A DISTANCE OF 249.91 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

3. NORTH 34°59'37" WEST, PASSING AT A DISTANCE OF 58.48 FEET, A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 250.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

4. NORTH 22°00'03" WEST, A DISTANCE OF 310.05 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

5. NORTH 20°53'17" WEST, A DISTANCE OF 334.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND, FOR THE NORTHWEST CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 71.445 ACRE TRACT, AND BEING IN THE SOUTH LINE OF AVALON AT ARGYLE, PHASE III, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2022-435, P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND IN THE NORTH LINE OF SAID 71.445 ACRE TRACT, SAME BEING IN THE SOUTH LINE OF SAID AVALON AT ARGYLE, PHASE III BEARS, NORTH 89°57'33" WEST, A DISTANCE OF 253.95 FEET;

THENCE SOUTH 89°57'33" EAST, WITH THE NORTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID AVALON AT ARGYLE, PHASE III, A DISTANCE OF 664.97 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND FOR CORNER IN OF THE SAID 472.679 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID AVALON AT ARGYLE, PHASE III, AND BEING THE SOUTHWEST CORNER OF SAID ARGYLE LANDING;

THENCE WITH THE NORTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID ARGYLE LANDING, THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 89°46'04" EAST, A DISTANCE OF 381.03 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

2. SOUTH 89°47'40" EAST, A DISTANCE OF 872.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 38.998 ACRES (1,698,741 SQUARE FEET) OF LAND, MORE OR LESS.

LEGAL DESCRIPTION - TRACT TWO

BEING A TRACT OF LAND SITUATED IN THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED REMAINDER OF 472.679 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MM VMF I, LLC, RECORDED IN INSTRUMENT NO. 2021-33813, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS (O.R.D.C.T.), BEING ALL OF A CALLED 15.302 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CADG AVALON AT ARGYLE, LLC, RECORDED IN INSTRUMENT NO. 2022-2817, O.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND FOR CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 16X, CANYON FALLS VILLAGE

PHASE 7-AR, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO.2018-0072, PLAT RECORDS OF DENTON COUNTY, TEXAS, (P.R.D.C.T.), AND BEING IN THE SOUTH LINE OF, ARGYLE LANDING, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2024-188, P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND FOR THE SOUTHEAST CORNER OF SAID ARGYLE LANDING, SAME BEING IN THE NORTH LINE OF SAID CANYON FALLS VILLAGE BEARS, NORTH 89°33'38" EAST, A DISTANCE OF 339.34 FEET;

THENCE SOUTH 00°33'11" EAST, WITH THE EAST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE WEST LINE OF LOT 33X, CANYON FALLS VILLAGE PHASE 4-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 2018-358, P.R.D.C.T., A DISTANCE OF 999.08 FEET TO CALCULATED POINT FOR THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE EAST LINE OF SAID 472.679 ACRE TRACT AND THE WEST LINE OF SAID LOT 33X THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 00°33'11" EAST, A DISTANCE OF 263.07 FEET TO A CALCULATED POINT;

2. NORTH 89°24'56" WEST, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;

3. SOUTH 00°21'18" WEST, A DISTANCE OF 442.03 FEET TO A CALCULATED POINT IN THE SOUTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING IN THE NORTH LINE OF A CALLED 1.655 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TOWN OF FLOWER MOUND, RECORDED IN INSTRUMENT NO. 2024-11345, O.R.D.C.T.;

THENCE NORTH 88°30'22" WEST, WITH THE SOUTH LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 1.655 ACRE TRACT, A DISTANCE OF 1,230.39 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 472.679 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 0.7229 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TOWN OF FLOWER MOUND, RECORDED IN INSTRUMENT NO. 2024-11345, O.R.D.C.T., AND BEING IN THE EAST LINE OF A CALLED 71.445 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO AVALON 71, LLC, RECORDED IN INSTRUMENT NO. 2022-74580, O.R.D.C.T.;

THENCE WITH THE WEST LINE OF SAID 472.679 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 71.445 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 00°30'08" WEST, PASSING AT A DISTANCE OF 50.08 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "LTRA 10140200" FOUND;

2. CONTINUING FOR A TOTAL DISTANCE OF 285.32 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

3. NORTH 26°35'43" WEST, A DISTANCE OF 84.26 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

4. NORTH 20°11'12" WEST, A DISTANCE OF 75.05 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

5. NORTH 09°09'16" WEST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

6. NORTH 02°12'09" EAST, A DISTANCE OF 59.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

7. NORTH 10°39'48" WEST, A DISTANCE OF 69.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

8. NORTH 32°16'04" WEST, A DISTANCE OF 80.94 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MCADAMS" FOUND;

THENCE SOUTH 89°48'03" EAST, OVER AND ACROSS SAID 472.679 ACRE TRACT AND SAID 15.302 ACRE TRACT, A DISTANCE OF 1,378.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.257 ACRES (882,378 SQUARE FEET) OF LAND, MORE OR LESS.

TOWN COUNCIL
AGENDA L.7.
REGULAR ITEM(S)

DATE: August 17, 2026
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Consider approval of a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle releasing and accepting corporate limits for an approximate 8.3 acre tract of land.**

BACKGROUND: The purpose of this item is to consider a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle for four tracts of land (agenda items K.5 – K.8) which encompasses approximately 70.5 acres in total. This item specifically considers Tract 3 as identified on the attached location map.

It is anticipated that the Town Council of the Town of Argyle will consider these agreements at their September 21, 2026, Town Council meeting. Section 43.015, of the Texas Local Government Code allows adjacent municipalities to make mutually agreeable boundary changes for areas less than 1,000 feet in width. As such, to fully execute the boundary adjustments, four separate agreements are necessary.

Tract 3 is currently within Argyle corporate limits, south of the floodplain, and adjacent to the Monarch development within Flower Mound (agenda item K.9).

The Monarch developer proposes to utilize Tract 3 for stormwater detention supporting the overall Monarch development, enabling increased retail square footage along the I-35W corridor.

This action is part of the same four-item boundary series considered with the Monarch development application (agenda item K.9).

Overall, approximately 62.2 acres are proposed to be released to Argyle, of which 59.3 acres will be deed restricted for parkland and open space purposes. The remaining 8.3 acres are proposed to be released to Flower Mound, which directly supports the Monarch development project.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

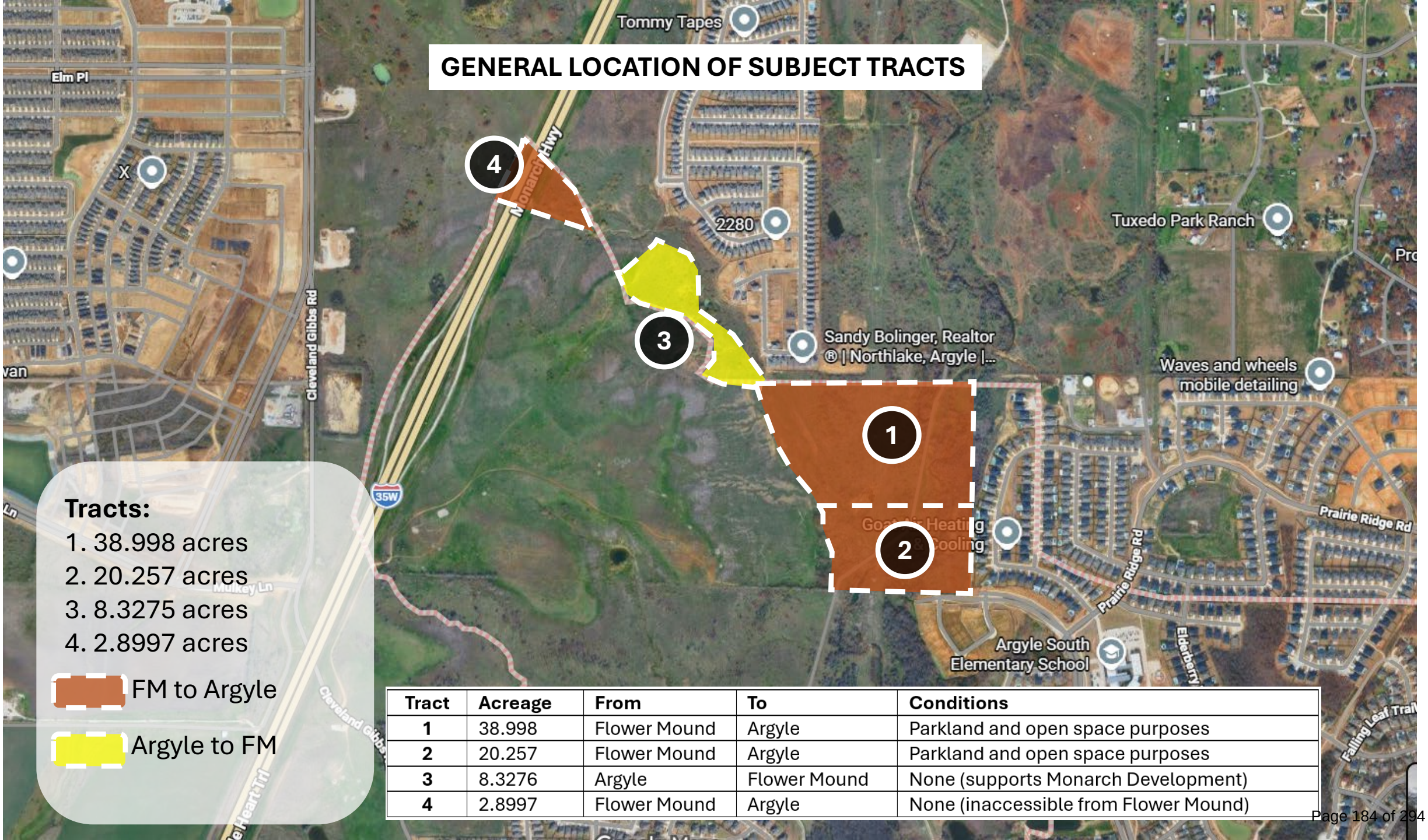
FISCAL IMPACT: N/A

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

ATTACHMENTS:
1. Location Map
2. Draft Joint Boundary Agreement: Tract 3

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

GENERAL LOCATION OF SUBJECT TRACTS



Tracts:

1. 38.998 acres
2. 20.257 acres
3. 8.3275 acres
4. 2.8997 acres

FM to Argyle

Argyle to FM

Tract	Acreage	From	To	Conditions
1	38.998	Flower Mound	Argyle	Parkland and open space purposes
2	20.257	Flower Mound	Argyle	Parkland and open space purposes
3	8.3276	Argyle	Flower Mound	None (supports Monarch Development)
4	2.8997	Flower Mound	Argyle	None (inaccessible from Flower Mound)

TOWN OF FLOWER MOUND ORDINANCE NO. _____
TOWN OF ARGYLE ORDINANCE NO. _____

A JOINT ORDINANCE AND BOUNDARY AGREEMENT BETWEEN THE TOWN OF FLOWER MOUND AND THE TOWN OF ARGYLE RELEASING AND ACCEPTING CORPORATE LIMITS.

STATE OF TEXAS §
§
COUNTY OF DENTON §

WHEREAS, the Town of Flower Mound, Texas ("Flower Mound") is a home rule city situated in Denton County and Tarrant County, Texas; and

WHEREAS, the Town of Argyle, Texas ("Argyle") is a Type A general law city situated in Denton County, Texas; and

WHEREAS, Flower Mound and Argyle share common boundaries; and

WHEREAS, municipalities in Texas are authorized and empowered, pursuant to Chapter 43 of the Texas Local Government Code, to exchange area with other municipalities; and

WHEREAS, Section 43.015 of the Texas Local Government Code authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, the 8.3276 acre tract subject to this Joint Ordinance and Boundary Agreement is described on **Exhibit A** and depicted on **Exhibit B** (the "Property") and is less than 1,000 feet in width; and

WHEREAS, because of the topography of the area, the Property is necessary to provide drainage to an adjacent subdivision located in Flower Mound, and the towns have determined that the Property would be best controlled by Flower Mound; and

WHEREAS, Flower Mound and Argyle desire to adjust their corporate boundary lines, whereby Argyle will release land from its corporate limits to be relinquished to and become part of the corporate limits of Flower Mound so that the entirety of the Property will thereafter be wholly within the corporate limits of Flower Mound; and

WHEREAS, the respective governing bodies of the towns hereby determine that this Joint Ordinance and Boundary Agreement is in the best interest of the health, safety, morals, and welfare of the citizens of the respective towns and hereby authorize the Mayor of each town to execute this Joint Ordinance and Boundary Agreement.

NOW, THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND AND THE TOWN COUNCIL OF THE TOWN OF ARGYLE:

SECTION 1.

Pursuant to Sections 43.015 of the Texas Local Government Code, Flower Mound and Argyle hereby agree that the boundaries between the towns will be adjusted such that the Property described on **Exhibit A** and depicted on **Exhibit B**, which are attached hereto and incorporated herein for all purposes, shall be deemed to be wholly within the corporate limits of Flower Mound.

SECTION 2.

In accordance with the terms of this Joint Ordinance and Boundary Agreement, Argyle hereby relinquishes any claim to land within the Property and disannexes such Property from the corporate limits of Argyle. Flower Mound hereby accepts and annexes the Property previously within the corporate limits of Argyle into its corporate limits. The maps of each town shall be amended to reflect this boundary change.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

Flower Mound and Argyle do hereby covenant and agree to protect, preserve, and defend the herein depicted boundary adjustment.

SECTION 6.

Flower Mound and Argyle agree and ordain that the adoption by both towns of this Joint Ordinance and Boundary Agreement, and the boundary changes resulting there from do not mitigate, diminish or less in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations, or extraterritorial jurisdiction claims made by the other party.

SECTION 7.

The Joint Ordinance and Boundary Agreement shall become effective and shall become a binding agreement upon the Flower Mound and Argyle by the adoption of same in the regular, open meetings of the councils of Flower Mound and Argyle.

SECTION 8.

The Town Secretary of each town is directed to file this Ordinance with the Denton and Tarrant County Appraiser's office.

SECTION 9.

This Joint Ordinance and Boundary Agreement, upon adoption by both towns, shall be executed in duplicate originals by the Mayor of each town.

APPROVED this ___ day of _____, 2026.

TOWN OF FLOWER MOUND, TEXAS

_____
Cheryl Moore, Mayor

ATTEST:

_____
Traci Henderson, Town Secretary

APPROVED this ___ day of _____, 2026.

TOWN OF ARGYLE, TEXAS

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

EXHIBIT A

LEGAL DESCRIPTION

BEING a 8.3276 acre (362,748 square foot) tract of land situated in the Francis W. Thornton Survey, Abstract No. 1244, Denton County, Texas, and being part of Lot 47X, Block M, Avalon At Argyle, Phase III, an addition to the Town of Argyle, Denton County, Texas according to the plat thereof recorded in Instrument No. 2022-435, Official Public Records, Denton County, Texas, and being part of a called 71.446 acre tract of land described in deed to Avalon 71, LLC recorded in Instrument No. 2022-74580, said Official Public Records, said tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped “MCADAMS” found for the southernmost southwest corner of said Lot 47X;

THENCE along the west line of said Lot 47X and along the east line of the said called 71.446 acre tract, the following four (4) courses:

North 58°07'31" West, a distance of 136.20 feet to a 3-inch metal post found for corner;
North 43°18'51" East, a distance of 103.30 feet to a 5/8-inch iron rod with cap stamped "MCADAMS" found for corner;
North 10°34'20" East, a distance of 180.90 feet to a 5/8-inch iron rod with cap stamped "MCADAMS" found for corner;
North 45°10'59" West, a distance of 242.80 feet to a 5/8-inch iron rod with cap stamped "MCADAMS" found for corner;

THENCE North 74°09'03" West, departing the said west line and said east line, a distance of 269.89 feet to a point for corner;

THENCE North 67°31'13" West, a distance of 184.60 feet to a point at the beginning of a non-tangent curve to the left with a radius of 2,640.00 feet, a central angle of 04°34'39", and a chord bearing and distance of North 18°46'32" West, 210.86 feet;

THENCE in a northwesterly direction, with said non-tangent curve to the left, an arc distance of 210.92 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

THENCE North 55°55'51" East, a distance of 73.62 feet to a point at the beginning of a tangent curve to the left with a radius of 630.00 feet, a central angle of 25°00'04", and a chord bearing and distance of North 43°25'49" East, 272.73 feet;

THENCE in a northeasterly direction, with said tangent curve to the left, passing at an arc distance of 236.34 feet a 5/8-inch iron rod with cap stamped “MCADAMS” found for the westernmost corner of said Lot 47X, and continuing along the said west line of Lot 47X, in all a total arc distance of 274.90 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner;

THENCE North 85°48'29" East, departing the said west line, a distance of 128.18 feet to a point for corner;

THENCE South 47°14'08" East, a distance of 149.41 feet to a point for corner;

(CONTINUED ON SHEET 2)

EXHIBIT A
FRANCIS W. THORNTON SURVEY,
ABSTRACT No. 1244
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SB	JDW	05/05/2026	060042400	1 OF 4

EXHIBIT A

LEGAL DESCRIPTION - CONTINUED

THENCE South 18°07'14" East, a distance of 64.36 feet to a point for corner;
THENCE South 40°20'01" East, a distance of 76.09 feet to a point for corner;

THENCE South 11°11'39" West, a distance of 80.01 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner;

THENCE South 31°15'57" East, a distance of 81.86 feet to a point for corner;

THENCE South 15°17'27" West, a distance of 122.34 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner;

THENCE South 44°39'28" East, a distance of 78.29 feet to a point for corner;
THENCE South 20°38'19" East, a distance of 66.13 feet to a point for corner;
THENCE South 66°33'03" East, a distance of 168.37 feet to a point for corner;

THENCE South 23°37'28" East, a distance of 135.72 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner;

THENCE South 46°56'30" East, a distance of 164.77 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner;

THENCE South 27°45'23" East, a distance of 78.06 feet to a point for corner;
THENCE South 00°52'50" West, a distance of 75.02 feet to a point for corner;
THENCE South 50°58'13" East, a distance of 31.90 feet to a point for corner;

THENCE South 43°22'40" East, a distance of 22.32 feet to a point for corner being in the south line of aforementioned Lot 47X;

THENCE North 89°57'25" West, along the south line of said Lot 47X, passing at a distance of 96.98 feet a 5/8-inch iron rod with cap stamped “MCADAMS” found for the easternmost northeast corner of the aforementioned called 71.446 acre tract and continuing in all a total distance of 350.95 feet to the **POINT OF BEGINNING** and containing 362,748 square feet or 8.3276 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).
A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the surveyed tract.

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

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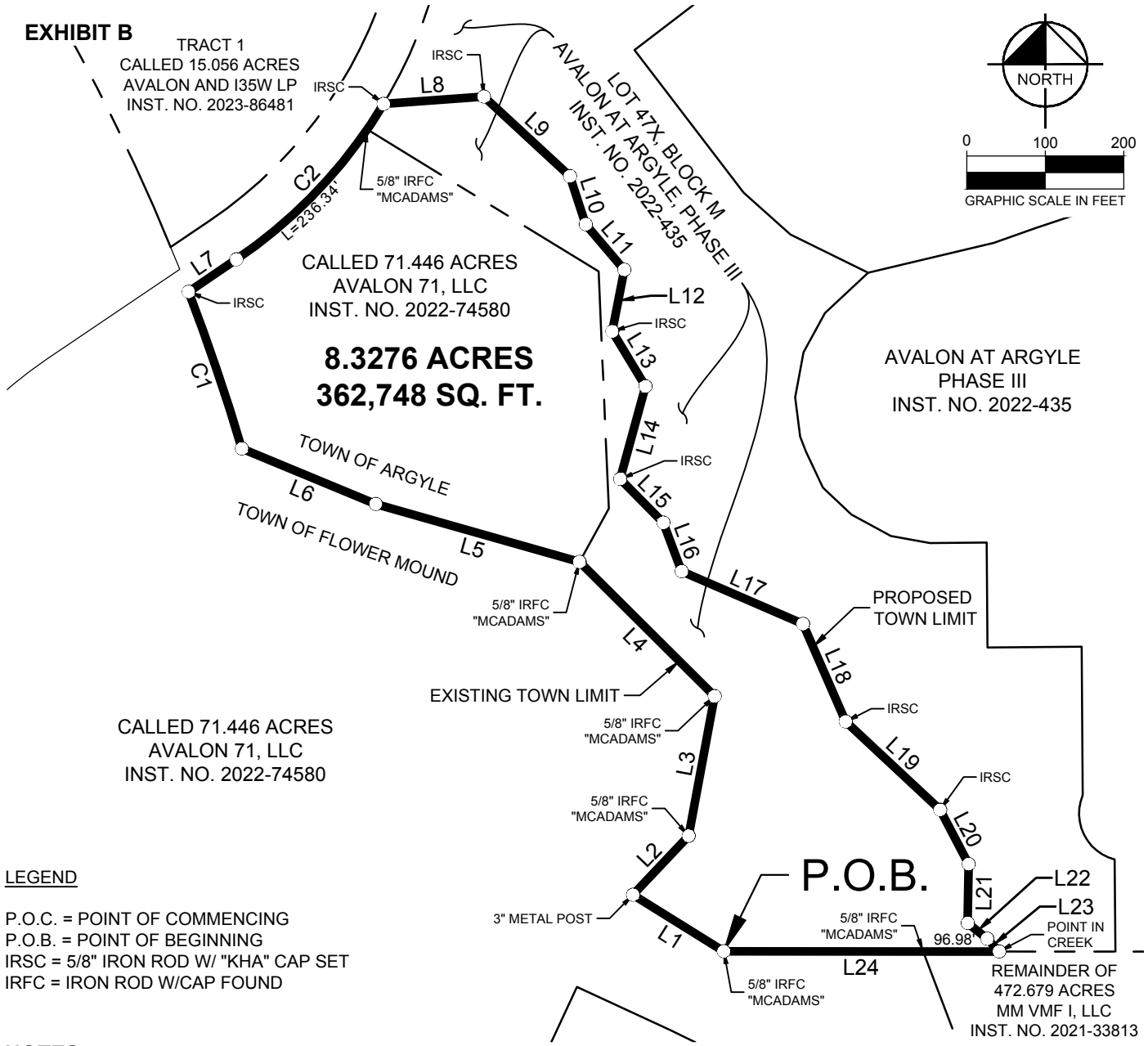

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND

NOTES

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A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the surveyed tract.

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DENTON COUNTY, TEXAS

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1" = 200'	SB	JDW	05/05/2026	060042400	3 OF 4

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EXHIBIT B

LINE TABLE		
NO.	BEARING	LENGTH
L1	N58°07'31"W	136.20'
L2	N43°18'51"E	103.30'
L3	N10°34'20"E	180.90'
L4	N45°10'59"W	242.80'
L5	N74°09'03"W	269.89'
L6	N67°31'13"W	184.60'
L7	N55°55'51"E	73.62'
L8	N85°48'29"E	128.18'
L9	S47°14'08"E	149.41'
L10	S18°07'14"E	64.36'
L11	S40°20'01"E	76.09'
L12	S11°11'39"W	80.01'

LINE TABLE		
NO.	BEARING	LENGTH
L13	S31°15'57"E	81.86'
L14	S15°17'27"W	122.34'
L15	S44°39'28"E	78.29'
L16	S20°38'19"E	66.13'
L17	S66°33'03"E	168.37'
L18	S23°37'28"E	135.72'
L19	S46°56'30"E	164.77'
L20	S27°45'23"E	78.06'
L21	S00°52'50"W	75.02'
L22	S50°58'13"E	31.90'
L23	S43°22'40"E	22.32'
L24	N89°57'25"W	350.95'

CURVE TABLE					
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	2640.00'	4°34'39"	N18°46'32"W	210.86'	210.92'
C2	630.00'	25°00'04"	N43°25'49"E	272.73'	274.90'

EXHIBIT B
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DENTON COUNTY, TEXAS

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TOWN COUNCIL
AGENDA L.8.
REGULAR ITEM(S)

DATE: August 17, 2026
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Consider approval of a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle releasing and accepting corporate limits for an approximate 2.9 acre tract of land.**

BACKGROUND: The purpose of this item is to consider a joint ordinance and boundary agreement between the Town of Flower Mound and the Town of Argyle for four tracts of land (agenda items K.5 – K.8) which encompasses approximately 70.5 acres in total. This item specifically considers Tract 4 as identified on the attached location map.

It is anticipated that the Town Council of the Town of Argyle will consider these agreements at their September 21, 2026, Town Council meeting. Section 43.015, of the Texas Local Government Code allows adjacent municipalities to make mutually agreeable boundary changes for areas less than 1,000 feet in width. As such, to fully execute the boundary adjustments, four separate agreements are necessary.

Tract 4 is currently within Flower Mound corporate limits and, like Tracts 1 and 2, has floodplain on its southern border making access from Flower Mound difficult.

This tract is not proposed to be deed-restricted and would ultimately be developed and accessed from Argyle.

This action is part of the same four-item boundary series considered with the Monarch development application (agenda item K.9).

Overall, approximately 62.2 acres are proposed to be released to Argyle, of which 59.3 acres will be deed restricted for parkland and open space purposes. The remaining 8.3 acres are proposed to be released to Flower Mound, which directly supports the Monarch development project.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

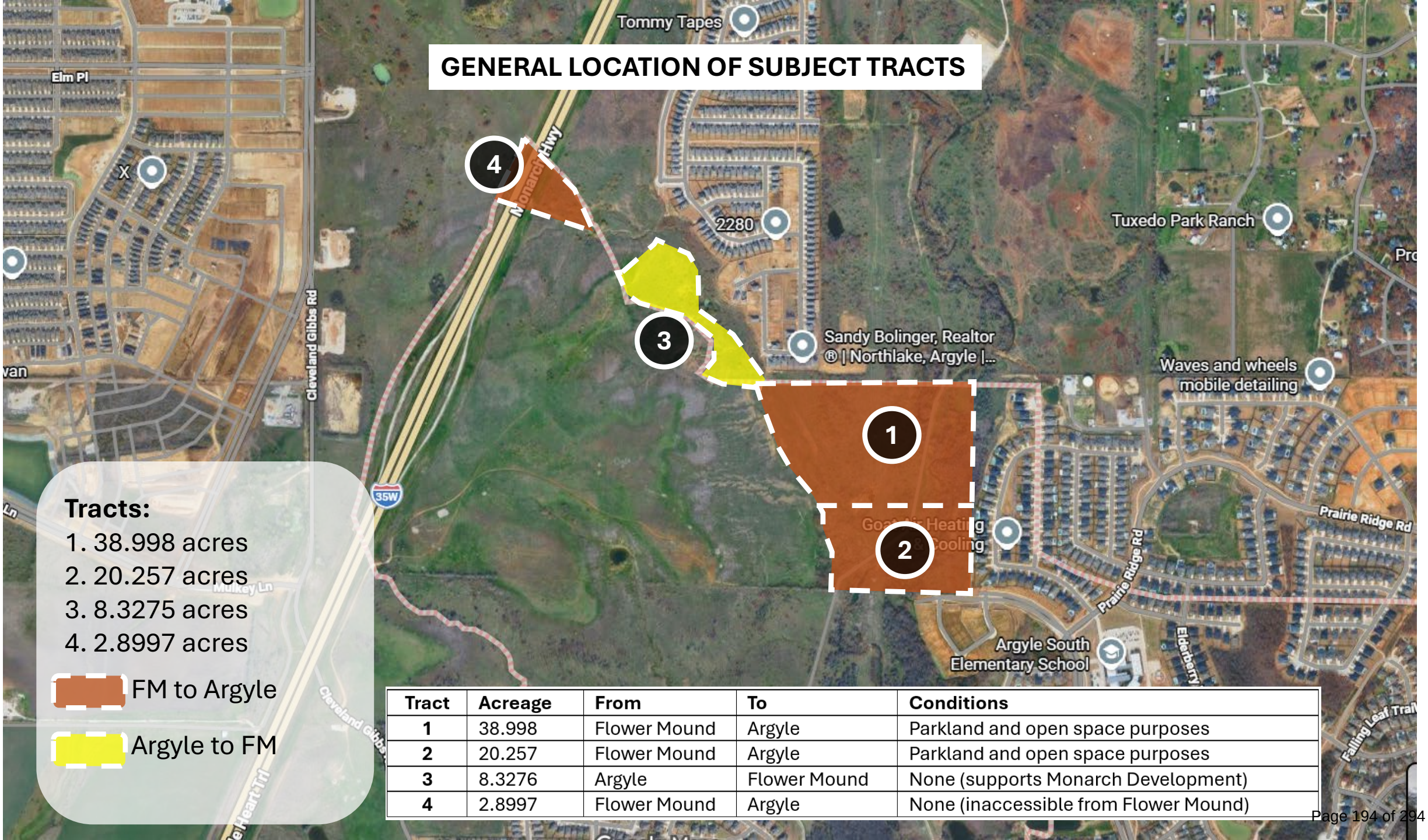
LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:
1. Location Map

2. Draft Joint Boundary Agreement: Tract 4

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

GENERAL LOCATION OF SUBJECT TRACTS



Tracts:

1. 38.998 acres
2. 20.257 acres
3. 8.3275 acres
4. 2.8997 acres

FM to Argyle

Argyle to FM

Tract	Acreage	From	To	Conditions
1	38.998	Flower Mound	Argyle	Parkland and open space purposes
2	20.257	Flower Mound	Argyle	Parkland and open space purposes
3	8.3276	Argyle	Flower Mound	None (supports Monarch Development)
4	2.8997	Flower Mound	Argyle	None (inaccessible from Flower Mound)

TOWN OF FLOWER MOUND ORDINANCE NO. _____
TOWN OF ARGYLE ORDINANCE NO. _____

A JOINT ORDINANCE AND BOUNDARY AGREEMENT BETWEEN THE TOWN OF FLOWER MOUND AND THE TOWN OF ARGYLE RELEASING AND ACCEPTING CORPORATE LIMITS.

STATE OF TEXAS §
§
COUNTY OF DENTON §

WHEREAS, the Town of Flower Mound, Texas ("Flower Mound") is a home rule city situated in Denton County and Tarrant County, Texas; and

WHEREAS, the Town of Argyle, Texas ("Argyle") is a Type A general law city situated in Denton County, Texas; and

WHEREAS, Flower Mound and Argyle share common boundaries; and

WHEREAS, municipalities in Texas are authorized and empowered, pursuant to Chapter 43 of the Texas Local Government Code, to exchange area with other municipalities; and

WHEREAS, Section 43.015 of the Texas Local Government Code authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, the 2.8997 acre tract subject to this Joint Ordinance and Boundary Agreement is described on **Exhibit A** and depicted on **Exhibit B** (the "Property"), and is less than 1,000 feet in width; and

WHEREAS, because of the topography and access available to the Property, the towns have determined it should be within the corporate limits of Argyle; and

WHEREAS, Flower Mound and Argyle desire to adjust their corporate boundary lines, whereby Flower Mound will release land from its corporate limits to be relinquished to and become part of the corporate limits of Argyle so that the entirety of the Property will thereafter be wholly within the corporate limits of Argyle; and

WHEREAS, the respective governing bodies of the towns hereby determine that this Joint Ordinance and Boundary Agreement is in the best interest of the health, safety, morals, and welfare of the citizens of the respective towns and hereby authorize the Mayor of each town to execute this Joint Ordinance and Boundary Agreement.

NOW, THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND AND THE TOWN COUNCIL OF THE TOWN OF ARGYLE:

SECTION 1.

Pursuant to Sections 43.015 of the Texas Local Government Code, Flower Mound and Argyle hereby agree that the boundaries between the towns will be adjusted such that the Property described on **Exhibit A** and depicted on **Exhibit B**, which are attached hereto and incorporated herein for all purposes, shall be deemed to be wholly within the corporate limits of Argyle.

SECTION 2.

In accordance with the terms of this Joint Ordinance and Boundary Agreement, Flower Mound hereby relinquishes any claim to land within the Property and disannexes such Property from the corporate limits of Flower Mound. Argyle hereby accepts and annexes the Property previously within the corporate limits of Flower Mound into its corporate limits. The maps of each town shall be amended to reflect this boundary change.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

Flower Mound and Argyle do hereby covenant and agree to protect, preserve, and defend the herein depicted boundary adjustment.

SECTION 6.

Flower Mound and Argyle agree and ordain that the adoption by both towns of this Joint Ordinance and Boundary Agreement, and the boundary changes resulting there from do not mitigate, diminish or less in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations, or extraterritorial jurisdiction claims made by the other party.

SECTION 7.

The Joint Ordinance and Boundary Agreement shall become effective and shall become a binding agreement upon the Flower Mound and Argyle by the adoption of same in the regular, open meetings of the councils of Flower Mound and Argyle.

SECTION 8.

The Town Secretary of each town is directed to file this Ordinance with the Denton and Tarrant County Appraiser's office.

SECTION 9.

This Joint Ordinance and Boundary Agreement, upon adoption by both towns, shall be executed in duplicate originals by the Mayor of each town.

APPROVED this ___ day of _____, 2026.

TOWN OF FLOWER MOUND, TEXAS

_____
Cheryl Moore, Mayor

ATTEST:

_____
Traci Henderson, Town Secretary

APPROVED this ___ day of _____, 2026.

TOWN OF ARGYLE, TEXAS

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

EXHIBIT A

LEGAL DESCRIPTION

BEING a 2.8997 acre (126,309 square foot) tract of land situated in the Francis W. Thornton Survey, Abstract No. 1244, Denton County, Texas, and being part of a called 85.000 acre tract of land described in Special Warranty Deed to Avalon 162, LLC recorded in Instrument No. 2022-9178, Official Public Records, Denton County, Texas, said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "MCADAMS" found at the northernmost corner of the said 85.000 acre tract;

THENCE along the northeast line of the said 85.000 acre tract and along a curve to the right with a radius of 2,640.00 feet, a central angle of 00°33'51", and a chord bearing and distance of South 42°06'25" East, 25.99 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the **POINT OF BEGINNING**, being at the northeast corner of a called 0.8213 acre tract of land (Parcel P00055495) described in deed to State of Texas recorded in instrument No. 2024-112798, said Official Public Records, and the beginning of a tangent curve to the right with a radius of 2,640.00 feet, a central angle of 14°44'58", and a chord bearing and distance of South 34°27'01" East, 677.73 feet;

THENCE in a southeasterly direction, continuing along the said northeast line, with said tangent curve to the right, an arc distance of 679.61 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner, from which a 5/8-inch iron rod with cap stamped "MCADAMS" found for the south corner of a called 15.056 acre tract of land described in deed to Avalon and I35W LP recorded in Instrument No. 2023-86481, said Official Public Records, bears along a tangent curve to the right with a radius of 2,640.00 feet, a central angle of 04°40'42", and a chord bearing and distance of South 24°44'11" East, 215.50 feet;

THENCE South 87°04'22" West, departing the said northeast line, a distance of 16.46 feet to a point for corner;

THENCE North 74°44'39" West, a distance of 138.49 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

THENCE North 44°38'16" West, a distance of 107.59 feet to a point for corner;

THENCE South 88°33'40" West, a distance of 160.08 feet to a point for corner;

(CONTINUED ON SHEET 2)

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EXHIBIT A

LEGAL DESCRIPTION - CONTINUED

THENCE North 67°09'17" West, a distance of 162.09 feet to a point for corner, being in the east line of said called 0.8213 acre tract, same being the east right-of-way line of Interstate 35W;

THENCE North 24°32'20" East, along the said east right-of-way line, a distance of 49.80 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner;

THENCE North 19°56'30" East, continuing along the said east right-of-way line, a distance of 288.22 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner;

THENCE North 24°32'20" East, continuing furthermore along the said east right-of-way line of Interstate 35W, a distance of 78.67 feet to the **POINT OF BEGINNING** and containing 126,309 square feet or 2.8997 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).
A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the surveyed tract.

JOSHUA D. WARGO
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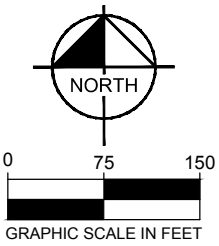
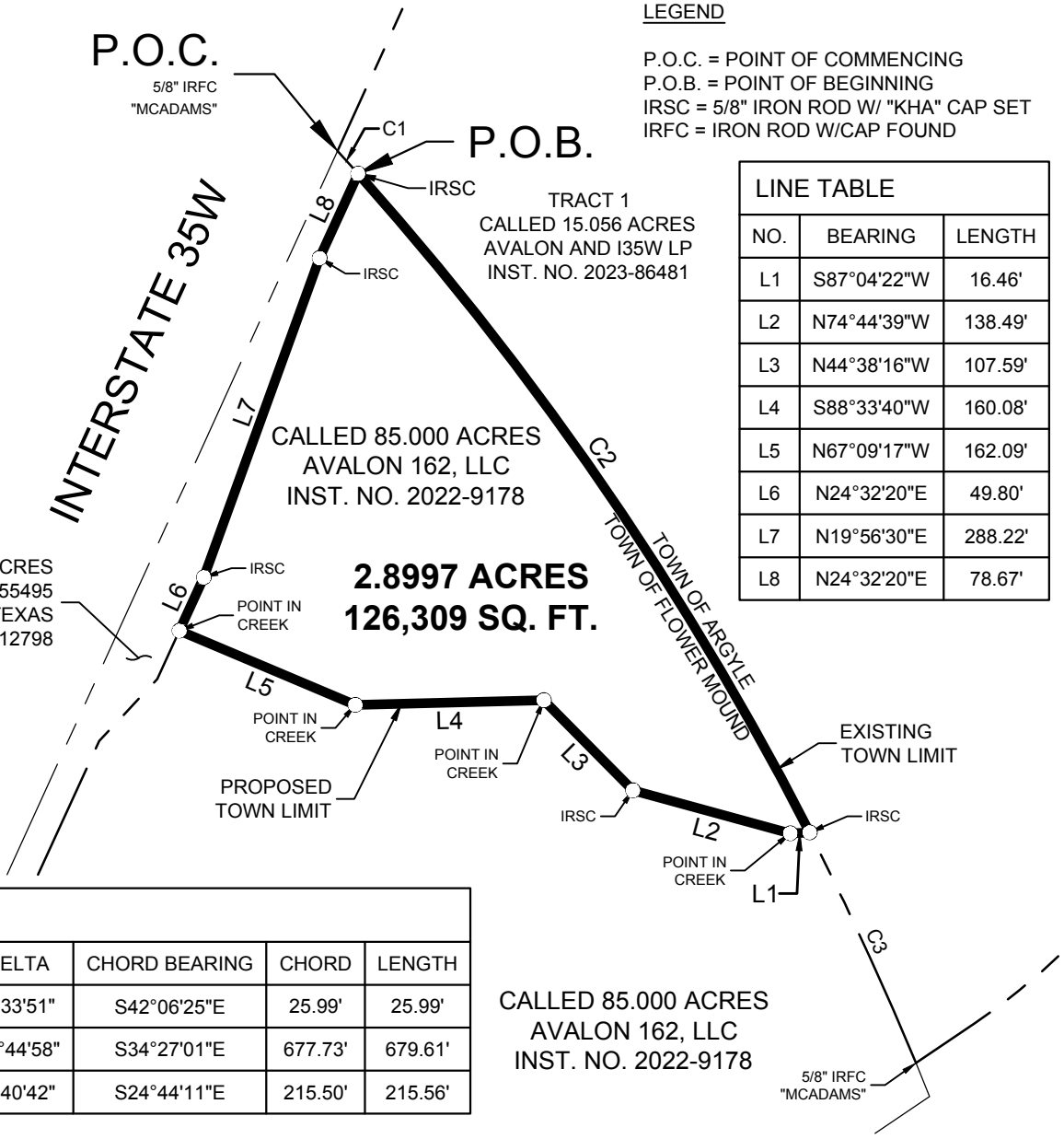
EXHIBIT B





LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND

LINE TABLE		
NO.	BEARING	LENGTH
L1	S87°04'22"W	16.46'
L2	N74°44'39"W	138.49'
L3	N44°38'16"W	107.59'
L4	S88°33'40"W	160.08'
L5	N67°09'17"W	162.09'
L6	N24°32'20"E	49.80'
L7	N19°56'30"E	288.22'
L8	N24°32'20"E	78.67'

CURVE TABLE					
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	2640.00'	0°33'51"	S42°06'25"E	25.99'	25.99'
C2	2640.00'	14°44'58"	S34°27'01"E	677.73'	679.61'
C3	2640.00'	4°40'42"	S24°44'11"E	215.50'	215.56'

NOTES

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TOWN COUNCIL
AGENDA L.9.
REGULAR ITEM(S)

DATE: August 17, 2026
FROM: Codie Hay, Planner
ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD26-0001 - Monarch) to amend Planned Development District No. 200 (PD-200) with Campus Commercial District (CC) uses and Single Family-Attached (SF-A) uses, to include updated and new concept plans, to modify development standards, and to request certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road, west of Highway 377, and east of Interstate 35-W. (PZ recommended approval by a vote of 4 to 0 at its August 10, 2026, meeting.)**

BACKGROUND:

- Property Size – Approximately 187.813 acres.
- Existing and Proposed Zoning – Planned Development 200 (PD-200) with Campus Commercial and High-Density residential uses.
- Exception:

  1. Compatibility buffer exception to offset the required masonry wall by one foot off the property line.

- Modifications to Town Standards:

  1. Proposing temporary dry detention pond with Phase 1 development
  2. Requesting that aggregate material for buildings 201 & 202 located between the retaining wall and screening wall not count towards the 20 percent maximum.

- Modifications to PD Standards:

  1. A request to allow outdoor display, sales, and storage for Home Improvement Center uses.
  2. Reduction in residential density from 290 residential units to a maximum of 250 residential units.
  3. Adding standards for entrance open-space area.
  4. Updating lighted bollards standards along the trail located adjacent to residential use.
  5. Requirement for enhanced masonry screening for buildings 201, 202, and 401.
  6. Removal of enhanced pavement standards at street intersections.
  7. Adding parking standards for the residential amenity center.
  8. Updating phasing standards for residential development in relation to non-residential development.
  9. Increasing the maximum number of gas stations from 2 to 3.
  10. Adding language for phasing of infrastructure.

11. Removing reference to Collector Street and associated setback requirements from the Collector.

- SMARTGrowth – N/A, Completed with previous zoning application.
- Traffic Analysis – N/A, TIA completed with previous applications.
- Incentives – None requested at this time.
- Planning and Zoning Commission Staff Report
- Planning and Zoning Commission Zoning Planned Development Package

BOARD REVIEW/CITIZEN FEEDBACK:
The Planning & Zoning Commission recommended approval by a vote of 4 to 0 at its August 10, 2026, meeting with the condition that a stand-alone gas station shall require approval of a Specific Use Permit (SUP) by the Town Council.

The proposed development standards already required a stand-alone gas station to receive approval of an SUP. However, the standards have been clarified to make this clear.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

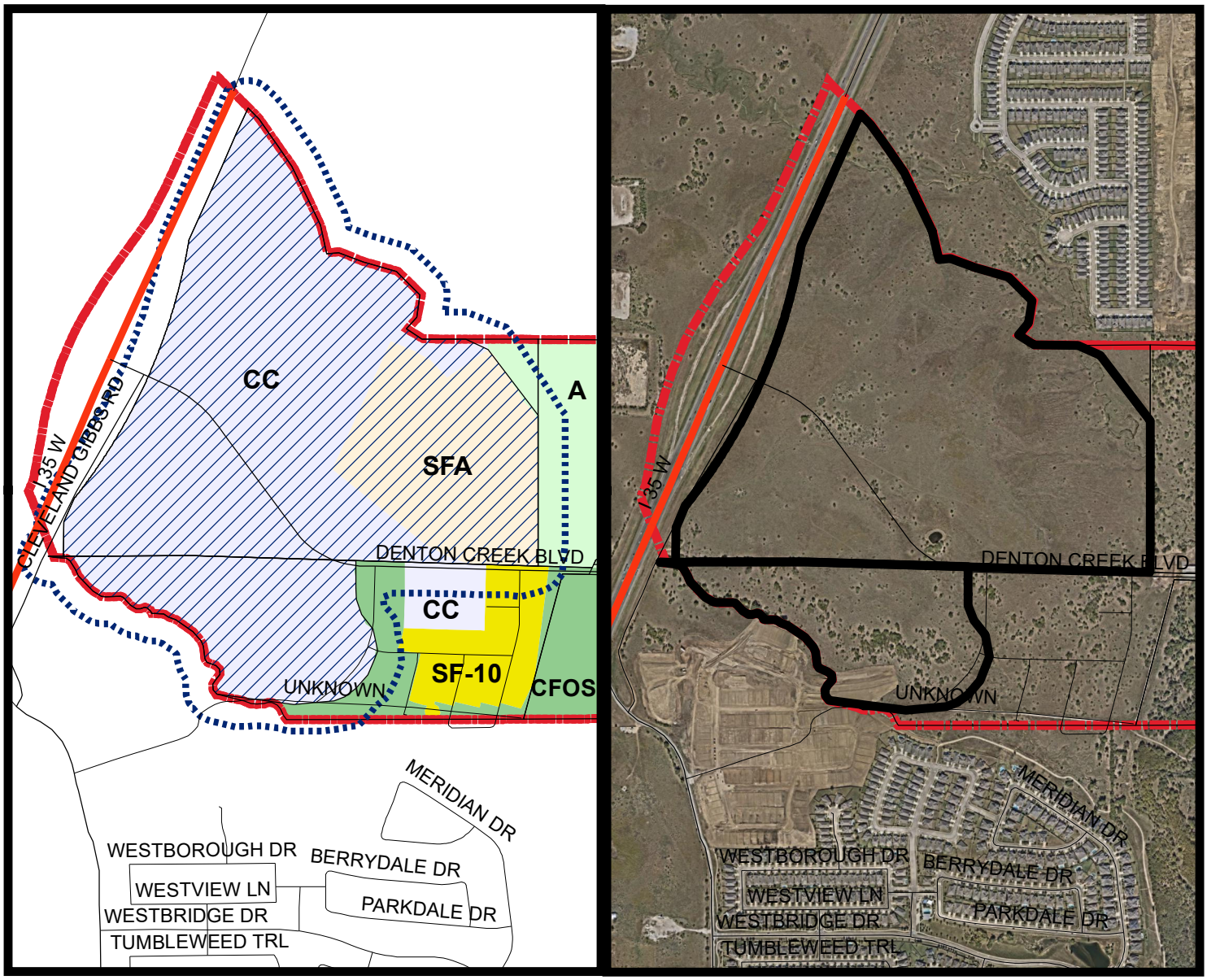
LEGAL REVIEW: Brennan Lafferty, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:
1. Zoning & Aerial Map
2. Draft Ordinance
3. Draft Exhibits

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

Vicinity Map

ZPD26-0001: Monarch

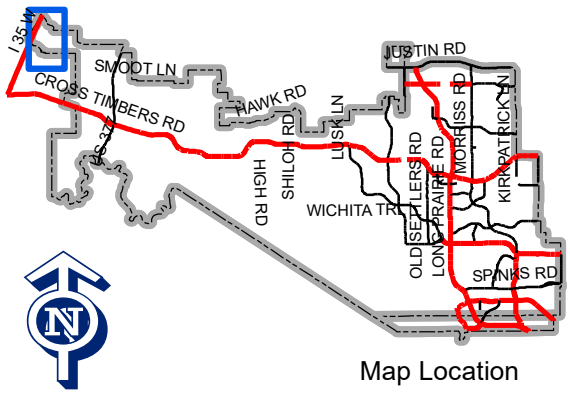


LEGEND

- Agriculture
- Campus Commercial
- Canyon Falls Open Space
- Single Family 10
- Single Family Attached

Subject Property

200 ft Notification Buffer around Property



Map Location

0 850 1,700 3,400 Feet

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

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

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, REPEALING AND REPLACING ORDINANCE NO. 03-25, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 200 (PD-200) ON CERTAIN PROPERTY DESCRIBED AS AN APPROXIMATELY 187.813 ACRES OF LAND IN THE FRANCIS W. THORNTON SURVEY, ABSTRACT NO. 1244, DENTON COUNTY, TEXAS,AND ADOPTING THIS ORDINANCE, INCLUDING NEW DEVELOPMENT STANDARDS AND CONCEPT PLANS, AS A COMPLETE RESTATEMENT AND REPLACEMENT OF PLANNED DEVELOPMENT DISTRICT NO. 200 (PD-200); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES EXCEPT ORDINANCE NO. 03-25, WHICH IS EXPRESSLY REPEALED; 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 heretofore adopted the Land Development Regulations, Exhibit "A" of Subpart B, of the Code of Ordinances, Town of Flower Mound, Texas, as amended ("Land Development Regulations"), 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, Ordinance No. 03-25 established Planned Development District No. 200 (PD-200) on the property described as approximately 187.813 acres of land in the Francis W. Thornton Survey, Abstract No. 1244, Denton County, Texas, as more fully described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the Property have requested that Ordinance No. 03-25 be repealed and replaced in its entirety with revised development standards and concept plans governing Planned Development District No. 200 (PD-200); and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on August 10, 2026, and recommended approval of the proposed repeal and replacement of Ordinance No. 03-25, the Town Council of the Town held a public hearing on August 17, 2026, with respect to the proposed repeal and replacement of Ordinance No. 03-25 and restatement of Planned Development District No. 200 (PD-200) as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas 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 the zoning action of the Property; and,

WHEREAS, the Town Council finds that the repeal and replacement of Ordinance No. 03-25 and the adoption of this Ordinance as a complete restatement of Planned Development District No. 200 (PD-200) 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

Ordinance No. 03-25 is hereby repealed in its entirety and replaced by this Ordinance. Simultaneously with such repeal, Planned Development District No. 200 (PD-200) is hereby re-established and restated in its entirety as provided in this Ordinance and the exhibits incorporated herein. The repeal and replacement of Ordinance No. 03-25 shall not be construed as an abandonment, removal, or lapse of the Planned Development District No. 200 (PD-200) zoning classification applicable to the Property.

Planned Development District No. 200 (PD-200) shall apply to the following Property:

Approximately 187.813 acres of land in the Francis W. Thornton Survey, Abstract No. 1244, Denton County, Texas, as more fully described in Exhibit “A,” attached hereto and incorporated herein.

Planned Development District-200 (PD-200) with Campus Commercial (CC) uses and Single Family-Attached (SF-A) uses, subject to the development standards and concept plans adopted by this Ordinance.

SECTION 2

The Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, Pedestrian Circulation and Open Space Plan, Phasing Plan, Conceptual Elevations, and Outdoor Storage Screening Plan of this Planned Development District No. 200 (PD-200), attached hereto as Exhibits “B,” “C,” “D,” “E,” “F,” “G,” “H,” and “I” respectively, and each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, Conceptual Pedestrian Circulation and Open Space Plan, Phasing Plan, Conceptual Elevations, Conceptual Outdoor Storage Screening Plan, and Conceptual Outdoor Display Plan for this Planned Development District No. 200 (PD-200).

The exhibits attached to this Ordinance constitute the complete and controlling exhibits for Planned Development District No. 200 (PD-200) upon the effective date of this Ordinance and supersede the development standards and concept plans previously approved by Ordinance No. 03-25.

SECTION 3

The official Zoning Map of the Town is hereby amended, and the Director of Development Services is directed to revise the official Zoning Map to reflect Planned Development District No. 200 (PD-200), as re-established and restated in its entirety by this Ordinance, as appropriate.

SECTION 4

The use and development of the Property shall be subject to all restrictions, terms, and conditions contained herein and in Exhibits “B,” “C,” “D,” “E,” “F,” “G,” “H,” and “I” attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 5

Except for Ordinance No. 03-25, which is expressly repealed, this Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 17TH DAY OF AUGUST, 2026.

APPROVED:

_____
Cheryl Moore, **MAYOR**

ATTEST:

_____
Traci Henderson, **TOWN SECRETARY**

Exhibit- A

Legal Description

BEING a 187.8326 acre (8,181,989 square foot) tract of land situated in the Francis W. Thornton Survey, Abstract No. 1244, Denton County, Texas; being a part of the remainder of a called 85.000 acre tract of land described in Special Warranty Deed to AVALON 162, LLC, recorded in Instrument Number 2022-9178 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being part of the remainder of a called 129.759 acre tract of land described in Conveyance to AVALON 130, LLC, recorded in Instrument Number 2023-116526, O.R.D.C.T., and being all of a called 12.7422 acre tract of land described in Special Warranty Deed to PARKWOOD HILL SCHOOL REAL ESTATE, LLC and FM MONARCH PARTNERSHIP, LLC, recorded in Instrument Number 2025-118672, O.R.D.C.T., and being all of a called 21.831 acre tract of land described in Special Warranty Deed to CHESMAR HOMES, LLC, recorded in Instrument Number 2025-80456, O.R.D.C.T., and being part of the remainder of a called 71.446 acre tract of land described in Special Warranty Deed with Vendor's Lien to Avalon 71, LLC, recorded in Instrument Number 2022-74580, O.R.D.C.T., and being a portion of a called 5.014 acre tract of land described in Special Warranty Deed to Northlake Avenue, LLC, recorded in Instrument Number 2024-59496, O.R.D.C.T., and being a portion of a called 27.603 acre tract described as "Tract 1" in Special Warranty Deed to Drees Custom Homes, L.P, recorded in Instrument Number 2025-17601, O.R.D.C.T.; said tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "MCADAMS" found at the southwest corner of said 27.603 acre tract;

THENCE South 89°40'44" West, a distance of 690.89 feet to a point for corner;

THENCE North 18°33'00" West, a distance of 11.71 feet to a point for corner;

THENCE North 69°06'00" West, a distance of 56.47 feet to a point for corner;

THENCE North 15°08'00" East, a distance of 40.94 feet to a point for corner;

THENCE South 74°58'00" West, a distance of 72.63 feet to a point for corner;

THENCE North 21°02'00" West, a distance of 76.45 feet to a point for corner;

THENCE South 76°45'00" West, a distance of 95.93 feet to a point for corner;

THENCE North 26°06'00" West, a distance of 66.32 feet to a point for corner;

THENCE North 72°27'00" West, a distance of 194.40 feet to a point for corner;

THENCE South 70°22'00" West, a distance of 85.98 feet to a point for corner;

THENCE North 43°25'00" West, a distance of 105.55 feet to a point for corner;

THENCE North 50°05'06" East, a distance of 120.98 feet to a point for corner;

THENCE North 48°39'54" West, a distance of 223.88 feet to a 5/8-inch iron rod with cap stamped “KHA” set at the most westerly corner of said 12.7422 acre tract;

THENCE North 38°10'06" East, a distance of 70.06 feet to a point for corner;

THENCE North 51°55'54" West, a distance of 86.44 feet to a point for corner;

THENCE North 06°01'54" West, a distance of 106.22 feet to a point for corner;

THENCE North 75°56'54" West, a distance of 190.64 feet to a point for corner;

THENCE North 25°30'54" West, a distance of 21.57 feet to a point for corner;

THENCE North 65°53'54" West, a distance of 137.84 feet to a point for corner;

THENCE North 65°16'54" West, a distance of 102.00 feet to a point for corner;

THENCE North 57°39'54" West, a distance of 175.61 feet to a point for corner;

THENCE South 52°22'06" West, a distance of 122.04 feet to a point for corner;

THENCE North 47°33'54" West, a distance of 148.50 feet to a point for corner;

THENCE North 33°16'54" West, a distance of 129.42 feet to a point for corner;

THENCE North 49°13'54" West, a distance of 75.64 feet to a point for corner;

THENCE North 36°04'54" West, a distance of 57.79 feet to a point for corner;

THENCE North 79°54'54" West, a distance of 25.59 feet to a 5/8-inch iron rod with cap stamped “MCADAMS” found in the southeast right-of-way line of Interstate Highway 35W (a variable width right-of-way), and in the northeast line of a called 1.718 acre tract of land described in Special Warranty Deed to the State of Texas, recorded in Instrument Number 2024-108310, O.R.D.C.T;

THENCE North 23°10'08" East, with said southeast right-of-way line of Interstate Highway 35W and said northeast line of the 1.718 acre tract, a distance of 31.55 feet to a point for corner at the northeast corner of said 1.718 acre tract, in the north line of said 129.759 acre tract, in the south line of said 85.000 acre tract, and at the southeast corner of a called 1.176 acre tract of land described in Special Warranty Deed to the State of Texas, recorded in Instrument Number 2024-112798, O.R.D.C.T.;

THENCE continuing with said southeast right-of-way line of Interstate Highway 35W and with the east line of said 1.176 acre tract, the following calls:

North 67°48'46" West, a distance of 3.92 feet to a point for corner;

North 13°51'18" East, a distance of 65.31 feet to a point for corner;

North 24°38'06" East, a distance of 105.80 feet to a point for corner;

North 20°47'47" East, a distance of 304.68 feet to a point for corner;

North 25°30'18" East, a distance of 497.29 feet to a 5/8-inch iron rod found with cap stamped “TXDOT” at the north corner of said 1.176 acre tract, and in the west line of said 85.000 acre tract;;

THENCE North 33°51'46" East, continuing with said southeast right-of-way line of Interstate Highway 35W and said west line of the 85.000 acre tract, a distance of 7.36 feet to a concrete monument found (broken) at the beginning of a tangent curve to the left with a radius of 2,864.79 feet, a central angle of 21°21'48", and a chord bearing and distance of North 23°10'52" East, 1,061.99 feet;

THENCE in a northeasterly direction, continuing with said southeast right-of-way line of Interstate Highway 35W and said west line of the 85.000 acre tract, with said tangent curve to the left, an arc distance of 1,068.16 feet to a point for corner;

THENCE North 12°31'46" East, continuing with said southeast right-of-way line of Interstate Highway 35W and said west line of the 85.000 acre tract, a distance of 288.06 feet to a 5/8-inch iron rod with cap stamped “TxDOT” found at the south corner of a called 0.8213 acre tract of land described in Special Warranty Deed to the State of Texas, recorded in Instrument Number 2024-112798, O.R.D.C.T.;

THENCE North 24°32'20" East, continuing with said southeast right-of-way line of Interstate Highway 35W, a distance of 745.53 feet to a point for corner;

THENCE North 43°16'35" East, continuing with said southeast right-of-way line of Interstate Highway 35W, a distance of 71.92 feet to a point for corner;

THENCE North 24°32'20" East, continuing with said southeast right-of-way line of Interstate Highway 35W, a distance of 45.11 feet to a point for corner;

THENCE over and across said 85.000 acre tract, the following calls:

South 67°09'17" East, a distance of 162.09 feet to a point for corner;

North 88°33'40" East, a distance of 160.08 feet to a point for corner;

South 44°38'16" East, a distance of 107.59 feet to a point for corner;

South 74°44'39" East, a distance of 138.49 feet to a point for corner;

North 87°04'22" East, a distance of 16.46 feet to a point for corner in the east line of said 85.000 acre tract, at the beginning of a non-tangent curve to the right with a radius of

2,640.00 feet, a central angle of 06°00'42", and a chord bearing and distance of South 24°04'11" East, 276.87 feet;

THENCE in a southeasterly direction, with said east line of the 85.000 acre tract and over and across said 71.446 acre tract, with said non-tangent curve to the right, an arc distance of 276.99 feet to a point for corner;

THENCE South 20°18'36" East, a distance of 69.08 feet to a point for corner;

THENCE South 18°01'45" East, a distance of 141.83 feet to a point for corner;

THENCE South 67°31'13" East, a distance of 184.60 feet to a point for corner;

THENCE South 74°09'11" East, a distance of 269.88 feet to a 5/8-inch iron rod with cap stamped “MCADAMS” found in the east line of said 71.446 acre tract;

THENCE with the east line of said 71.446 acre tract, the following calls:

South 45°10'59" East, a distance of 242.80 feet to a point for corner;

South 10°34'20" West, a distance of 180.90 feet to a point for corner;

South 43°18'51" West, a distance of 103.30 feet to a point for corner;

South 58°07'31" East, a distance of 136.20 feet to a point for corner;

South 89°57'25" East, a distance of 254.00 feet to a point for corner;

South 20°53'09" East, a distance of 335.00 feet to a point for corner;

South 22°00'09" East, a distance of 310.00 feet to a point for corner;

South 35°00'09" East, a distance of 250.00 feet to a point for corner;

South 41°45'09" East, a distance of 250.00 feet to a point for corner;

South 32°15'09" East, a distance of 90.00 feet to a point for corner;

South 10°40'09" East, a distance of 70.00 feet to a point for corner;

South 02°19'51" West, a distance of 60.00 feet to a point for corner;

South 09°10'09" East, a distance of 50.00 feet to a point for corner;

South 20°10'09" East, a distance of 75.00 feet to a point for corner;

South 26°35'09" East, a distance of 84.32 feet to a 5/8-inch iron rod with cap stamped “MCADAMS” found;

South 00°26'11" East, a distance of 368.69 feet to a 8-inch metal post found at the southeast corner of said 71.446 acre tract;

THENCE North 88°27'14" West, with the south line of said 71.446 acre tract and over and across said 5.014 acre tract, a distance of 930.40 feet to a 1/2-inch iron rod found in the west line of said 5.014 acre tract;

THENCE South 34°37'46" West, with the west line of said 5.014 acre tract, a distance of 285.57 feet to a point at the beginning of a tangent curve to the right with a radius of 1,550.00 feet, a central angle of 03°21'23", and a chord bearing and distance of South 36°18'28" West, 90.79 feet;

THENCE in a southwesterly direction, with said tangent curve to the right, an arc distance of 90.80 feet to a point for corner in a north line of said 27.603 acre tract;

THENCE North 55°22'29" West, with said north line of the 27.603 acre tract, a distance of 50.13 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,500.00 feet, a central angle of 08°09'34", and a chord bearing and distance of South 42°10'47" West, 213.43 feet;

THENCE in a southwesterly direction, with said non-tangent curve to the right, an arc distance of 213.61 feet to a point for corner at the most westerly northwest corner of said 27.603 acre tract;

THENCE with the west line of said 27.603 acre tract the following calls:

South 39°44'21" East, a distance of 114.28 feet to a point for corner;

South 12°59'54" East, a distance of 80.00 feet to a point for corner;

South 17°00'06" West, a distance of 65.00 feet to a point for corner;

South 63°59'54" East, a distance of 85.00 feet to a point for corner;

South 35°59'54" East, a distance of 108.00 feet to a point for corner;

South 24°59'54" East, a distance of 75.00 feet to a point for corner;

South 38°00'06" West, a distance of 60.00 feet to a point for corner;

South 49°59'54" East, a distance of 15.00 feet to a point for corner;

South 00°00'06" West, a distance of 10.00 feet to a point for corner;

South 72°00'06" West, a distance of 35.00 feet to a point for corner;

South 10°00'06" West, a distance of 45.00 feet to a 5/8-inch iron rod with cap stamped “MCADAMS” found;

South 00°00'06" West, a distance of 175.05 feet to the **POINT OF BEGINNING** and containing 8,181,989 square feet or 187.8326 acres of land, more or less.

Preliminary: This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LAND USE SUMMARY	
CAMPUS COMMERCIAL (CC)	149.132 ACRES
SINGLE-FAMILY ATTACHED (SF-A)	38.681 ACRES
TOTAL	**187.813 ACRES**

CAMPUS COMMERCIAL AREA INCLUDES PARKLAND DEDICATION, ROW DEDICATION, AND PD OPEN SPACE

TRACT A
EXISTING ZONING: PD-200 (CC)
PROPOSED ZONING: PD W/ CAMPUS COMMERCIAL (CC)
107.562 ACRES

TRACT B
EXISTING ZONING: PD-200 (CC)
PROPOSED ZONING: PD W/ CAMPUS COMMERCIAL (CC)
41.570 ACRES

TRACT C
EXISTING ZONING: PD-200 (CC - FOLLOWS PD-98 STANDARDS)
PROPOSED ZONING: PD W/ CAMPUS COMMERCIAL (CC - WILL FOLLOW PD-98 STANDARDS)
0.652 ACRES

EXISTING ZONING: PD-200 (SF-A)
PROPOSED ZONING: PD W/ SINGLE FAMILY ATTACHED (SF-A)
38.681 ACRES

CANYON FALLS VILLAGE 3
ZONED: SF-10
LAND USE: MEDIUM DENSITY RESIDENTIAL

ARGYLE LANDING

100-YR FEMA EFFECTIVE ZONE A FLOODPLAIN

100-YR FEMA EFFECTIVE ZONE AE FLOODPLAIN

100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)

100-YR PRELIMINARY FEMA FLOODPLAIN

100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)

INTERSTATE 35 WEST

TOWN OF NORTHLAKE

TOWN OF FLOWER MOUND

TOWN OF ARGYLE

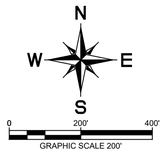
TOWN OF FLOWER MOUND

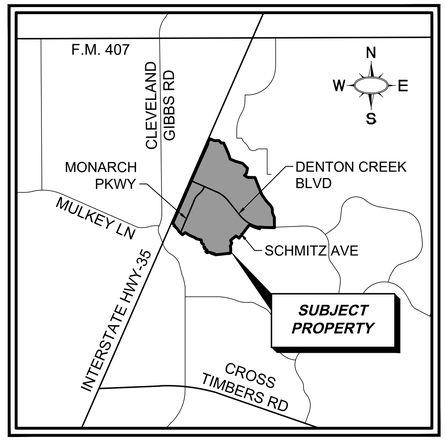
DENTON CREEK BOULEVARD

SCHMITZ AVENUE

P.O.B.

N24°32'20"E 45.11'
N43°16'35"E 71.92'
S67°09'17"E 162.09'
N88°33'40"E 160.08'
S44°38'16"E 107.59'
S74°44'39"E 138.49'
N87°04'22"E 16.46'
Δ=6°00'42" R=2640.00' L=276.99' CB=S24°04'11"E C=276.87'
N24°32'20"E 745.53'
S20°18'36"E 69.08'
S18°01'45"E 141.83'
S67°31'13"E 184.60'
S74°09'11"E 269.88'
5/8 IRFC "MCADAMS"
S45°10'59"E 242.80'
S10°34'20"W 180.90'
S43°18'51"W 103.30'
S89°57'25"E 254.00'
S58°07'31"E 136.20'
5/8 IRFC "MCADAMS"
S20°53'09"E 335.00'
S22°00'09"E 310.00'
S35°00'09"E 250.00'
S41°45'09"E 250.00'
S32°15'09"E 90.00'
S10°40'09"E 70.00'
S2°19'51"W 60.00'
S9°10'09"E 50.00'
S20°10'09"E 75.00'
S26°35'09"E 84.32'
5/8 IRFC "MCADAMS"
S0°26'11"E 368.69'
8" METAL POST FOUND
N88°27'14"W 930.40'
5/8 IRFC "TXDOT"
N12°31'46"E 288.06'
Δ=21°21'48" R=2864.79' L=1068.16' CB=N23°10'52"E C=1061.99'
N33°51'46"E 7.36'
5/8 IRFC "TXDOT"
CONCRETE MONUMENT FOUND (BROKEN)
N25°30'18"E 497.29'
N20°47'47"E 304.68'
N24°38'06"E 105.80'
N13°51'18"E 65.31'
N67°48'46"W 3.92'
N23°10'08"E 31.55'
5/8 IRFC "MCADAMS"
N79°54'54"W 25.59'
N36°04'54"W 57.79'
N49°13'54"W 75.64'
N33°16'54"W 129.42'
N47°33'54"W 148.50'
S52°22'06"W 122.04'
N57°39'54"W 175.61'
N65°16'54"W 102.00'
N65°53'54"W 137.84'
N25°30'54"W 21.57'
N75°56'54"W 190.64'
N6°01'54"W 106.22'
N51°55'54"W 86.44'
N38°10'06"E 70.06'
IRSC
N48°39'54"W 223.88'
N50°05'06"E 120.98'
N43°25'00"W 105.55'
S70°22'00"W 85.98'
N72°27'00"W 194.40'
N26°06'00"W 66.32'
S76°45'00"W 95.93'
N21°02'00"W 76.45'
S74°58'00"W 72.63'
N18°33'00"W 11.71'
N69°06'00"W 56.47'
N15°08'00"E 40.94'
5/8 IRFC "MCADAMS"
S89°40'44"W 690.89'
1/2" IRF
S34°37'46"W 285.57'
Δ=3°21'23" R=1550.00' L=90.80' CB=S36°18'28"W C=90.79'
N55°22'29"W 50.13'
Δ=8°09'34" R=1500.00' L=213.61' CB=S42°10'47"W C=213.43'
S39°44'21"E 114.28'
S12°59'54"E 80.00'
S17°00'06"W 65.00'
S63°59'54"E 85.00'
S35°59'54"E 108.00'
S24°59'54"E 75.00'
S38°00'06"W 60.00'
S49°59'54"E 15.00'
S0°00'06"W 10.00'
S72°00'06"W 35.00'
S10°00'06"W 45.00'
5/8 IRFC "MCADAMS"
S0°00'06"W 175.05'





VICINITY MAP
N.T.S.

NOTES

1. APPROXIMATELY 8.326 ACRES LOCATED TO THE NORTHWEST OF TRACT A IS SUBJECT TO FUTURE LAND USE AND ZONING AMENDMENTS.

MASTER PLAN FEATURES	
LAND USE PLAN	Campus Commercial
AREA PLANS	Denton Creek District
URBAN DESIGN PLAN	Site shall comply with PD-200 and Town Standards
MEDIAN & ROW DESIGN GUIDELINES	Shall be in compliance with Denton Creek District Area Plan
PARKS AND TRAILS	12' meandering trail along north side of Denton Creek Boulevard
OPEN SPACE PLAN	0.5-acre entry open space at intersection of IH-35W and Denton Creek Boulevard
THOROUGHFARE PLAN	Proposed Denton Creek Boulevard: 100' ROW - Urban Minor Arterial with Bike Lane Existing/Adjacent Schmitz Avenue: 100' ROW - Urban Minor Arterial
WATER PLAN	Town of Flower Mound Service Area - 12" Water Main, south of Denton Creek Boulevard and northwest side of Monarch Parkway
WASTEWATER PLAN	Denton Creek Service District - 12" Wastewater Main, north side of Denton Creek Boulevard 8" Reuse Water Main, north side of Denton Creek Boulevard and southeast side of Monarch Parkway
ECONOMIC IMPACT	Positive impact that promotes retail/mixed-use development to bring new tax revenue and jobs to town.

Land Use Summary Chart

	Existing Zoning			Proposed Zoning
	Campus Commercial	SF Attached	Dwelling Detached	
Min Lot Area	None	1,800 SF	3,000 SF	No changes from existing zoning
Min Lot Width	None	22 ft	30 ft	
Min Floor Area	None	1,100 SF	1,100 SF	
Min Front Yard	60 ft with parking / 30 ft without parking	10 ft	10 ft	
Min Side Yard	None	None	0 ft and 5 ft	
Min Rear Yard	See PD Standards	20 ft	20 ft	
Max Lot Coverage	None	80%	65%	
Max Height (Stories/ft)	10 / 120 ft	3 / 35 ft	3 / 35 ft	
Max Floor Area Ratio	1 to 1	None	None	

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

ISSUED
XREFS
ATT-TEXT-ID
PLOT STYLE
DWG PATH
DWG NAME

xRoad-Schmitz Vols xBndy-Master xEx-Site-Master xEx-Site-INFI xFloodplain-Master xStrm-ZE
8/20/2026 10:51 AM
K:\DCH_C\143000240-MONARCH FLOWER MOUND\ACAD\TI ARENMENT
Kimley-Horn and Associates, Inc., Texas

Kimley»Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TX 75080
PHONE: 214-617-0535
WWW.KIMLEY-HORN.COM TX F-928

No.	REVISIONS	DATE	BY

KHA PROJECT 060047600
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY MTD
DRAWN BY KVB
CHECKED BY MTD

MONARCH EXHIBIT A

FLOWER MOUND, TEXAS

ZONING EXHIBIT

SHEET NUMBER 1

Exhibit "B"
Development Standards

Planned Development District 200 (PD-200)
Monarch – Flower Mound

The development on the property comprising approximately one-hundred eighty-eight acres (188 ac.) of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as of this approved Planned Development, and shall be subject to the following conditions and requirements.

Development shall be in compliance with all regulations applicable to the Campus Commercial District (CC) and Single Family Attached District (SF-A) uses contained in the Town's Land Development Regulations as of the date of this approved Planned Development, except as otherwise provided in this Ordinance.

1. **DEFINITIONS.**

   A. AUTO SERVICE, ACCESSORY means providing general repair and servicing of motor vehicles as an accessory use to a primary business. Such services may include oil changes and tire rotations; replacement or repair of brakes, shock absorbers, tires, batteries and other similar mechanical or electronic components. In no instance shall such establishment in this District include auto leasing or auction services. Additionally, this use shall not include collision repair or wrecker service. Within this District, services shall be provided indoors; however, roll up doors may be used and remain open during business hours. Roll up doors shall be subject to Section 82-274 – Loading and service bays.

   B. INDOOR STORAGE AREA means an area within an establishment engaged in the retail or wholesale sales of goods which is not accessible to the general public and is devoted only to retail and grocery storage and pickup and distribution of online purchases. Such area may consist of up to twenty-five percent (25%) of the total building square footage for indoor storage.

   C. OUTDOOR SALES, TEMPORARY means seasonal sale of products/retail sales operation during the months of October through December. Areas to be used for Outdoor Sales, Temporary shall be identified on Exhibit "C" – Conceptual Site Plan.

   D. OUTDOOR STORAGE, LIMITED means an area used for storing goods, such as mulch, along a portion of the building exterior for retail, large tenant building that is fifty-thousand square feet (50,000 sf) or larger. Said area shall not be visible from public right-of-way and shall be enclosed with ornamental metal or masonry screening and identified on Exhibit "C" – Conceptual Site Plan.

   E. OUTDOOR DISPLAY, HOME IMPROVEMENT CENTER means an area used for the display, sale of products/retail sales operation, and storage of the main use to be used year-round. The height of the storage shall not exceed nine feet (9') in height and shall include signage associated with outdoor display and sales. Areas to be used for Outdoor Display, Home Improvement Center shall be identified on Exhibit "I" – Conceptual Outdoor Display Plan. Adequate width for pedestrians and fire access

around the building shall be maintained at all times. Materials shall not block or impede access to fire hydrants. The allowed materials and items are limited to the following:

1. Exterior shelves or tables displaying goods for sale,
2. Goods for sale (such as building materials, plumbing materials, plants, gardening materials, lawn mowers, grills, wheelbarrows, lumber, etc.),
3. Lawn furniture,
4. Propane/natural gas cylinders,
5. Separate fenced areas,
6. Storage buildings,
7. Trailers,
8. Demonstration examples or projects – for occasional parking of vans or trailers to demonstrate home improvement projects. These events are limited to three days in length.
9. Food vendors, subject to any applicable permits, approvals, and health, fire, building, and safety codes,
10. Vehicles, All-Terrain Vehicles (ATVs) and Utility Task Vehicles (UTVs),
11. Sale of seasonal items and goods are permitted year-round,
12. Outside storage of bagged materials such as mulch, soil, sand, and gravel,
13. Used appliances and pallets must be contained within trailers.

F. PRIVATE OPEN SPACE means areas that are privately owned and maintained, but not accessible by the general public.

G. PUBLIC OPEN SPACE means areas that are privately owned and maintained, but publicly accessible.

2. EXHIBITS.

A. The following Exhibits are incorporated into this Planned Development:
1. Exhibit “A:” Legal Description and Zoning Exhibit
2. Exhibit “B:” Development Standards
3. Exhibit “C:” Conceptual Site Plan
4. Exhibit "D:” Conceptual Landscape Plan
5. Exhibit "E:” Conceptual Pedestrian Circulation and Open Space Plan
6. Exhibit "F:” Phasing Plan
7. Exhibit “G:” Conceptual Elevations
8. Exhibit “H:” Outdoor Storage Screening
9. Exhibit “I:” Conceptual Outdoor Display Plan

3. DISTRICT REGULATIONS. The following zoning districts and regulations shall apply to this Planned Development as depicted on Exhibit “A.”:

A. Campus Commercial (CC) District – Tracts A and B

1. Permitted Uses. Except as provided in this section, uses listed as Permitted Uses in the Campus Commercial District (CC) in the Town’s Zoning Ordinance shall be permitted in this Planned Development.

a) The following additional uses are permitted in the Campus Commercial District (CC):
    i. Drugstore or Pharmacy
    ii. Gasoline Sales (accessory use)
    iii. Health Club or Athletic Club
    iv. Restaurant, Fast Food
    v. Retail, large tenant (between 25,000 and 49,999 square feet)
    vi. Retail, large tenant (between 50,000 and 74,999 square feet)
    vii. Retail, large tenant (between 75,000 and 99,999 square feet)
    viii. Retail, large tenant (100,000 square feet or more)

2. Accessory Uses. The uses listed as Accessory Uses in the Campus Commercial District (CC) in this Planned Development shall be permitted only when accompanying a retail, single tenant seventy-five thousand square feet (75,000 sf) and above.

    a) The following accessory uses are permitted in the Campus Commercial District (CC):
        i. Auto Service, Accessory
        ii. Indoor Storage Area
        iii. Outdoor Sales, Temporary
        iv. Outdoor Storage, Limited
        v. Outdoor Display, Home Improvement Center

3. Specific Uses. The uses listed as Specific Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance may be permitted in this Planned Development only upon approval of a specific use permit, unless otherwise listed in the permitted uses above.

4. Temporary Uses. The uses listed as Temporary Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance may be permitted in this Planned Development only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits."

5. Dimensional Regulations. The dimensional regulations listed for Campus Commercial (CC) in the Town's Zoning Ordinance shall apply to this Planned Development, except as otherwise listed herein:

    a) Minimum front yard. There shall be a minimum sixty foot (60') setback if parking is located between building(s) and street. Parking is allowed within said setback. If there is no parking between building(s) and street, then the minimum setback shall be thirty feet (30').
    b) Minimum rear yard. The minimum rear yard shall be fifteen feet (15') except for buildings that back up to an open space area, then in such case there shall be no minimum rear yard setback requirement
    c) Maximum lot coverage. There shall be no Maximum lot coverage requirement.

B. Campus Commercial (CC) District – Tract C

1. Tract C shall be subject to regulations set forth in Planned Development District – 98 (PD-98) of Canyon Falls. Said regulations are incorporated herein as if set forth in full.

C. Single-Family Attached (SF-A)

1. Permitted Uses. Except as provided in this section, uses listed as Permitted Uses in the Single Family - Attached (SF-A) in the Town's Zoning Ordinance shall be permitted in this Planned Development. In addition to the uses listed as Permitted Uses in SF-A in the Town's Zoning Ordinance, the following use is also permitted:
   - Dwelling, single-family detached, see dimensional regulations under C (5).

2. Specific Uses. The uses listed as Specific Uses in the Single Family Attached (SF-A) in the Town's Zoning Ordinance may be permitted in this Planned Development only upon approval of a specific use permit.

3. Temporary Uses. The uses listed as Temporary Uses in the Single Family Attached (SF-A) in the Town's Zoning Ordinance may be permitted in this Planned Development only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits."

4. Dimensional Regulations for Dwelling, Single-Family Attached. Except as provided in this section, the dimensional regulations in the Single Family – Attached (SF-A) in the Town's Zoning Ordinance shall apply to single-family attached development:

   a) Minimum lot area. The minimum lot area shall be 1,800-square feet.
   b) Minimum lot width. The minimum lot width shall be 22-feet.
   c) Minimum front yard. The minimum front yard requirement shall be 10-feet.
   d) Minimum rear yard. The minimum rear yard requirement shall be 20-feet.
   e) Maximum lot coverage. The maximum lot coverage requirement shall be eighty percent (80%).
   f) All lots shall have rear loaded garages.
   g) Minimum building setback (front, side rear) from Denton Creek shall be sixty feet (60').

5. Dimensional Regulations for Dwelling, Single-Family Detached.

   a) Minimum lot area. The minimum lot area shall be 3,000-square feet.
   b) Minimum lot width. The minimum lot width shall be 30-feet.
   c) Minimum floor area. The minimum floor area per dwelling unit shall be 1,100 square feet.
   d) Minimum front yard. The minimum front yard requirement shall be 10-feet.
   e) Minimum side yard. The minimum side yard requirement shall be 5-feet on one side and 0-feet on the other, there shall be a minimum of 5-feet between buildings. The construction of the single-family detached units shall be subject to the Town adopted Building Codes at the time of permit application. A maintenance easement shall be required along the 0' setback.
   f) Minimum rear yard. The minimum rear yard requirement shall be 20-feet.

g) Maximum lot coverage. The maximum lot coverage requirement shall be sixty-five percent (65%).
h) All lots shall have rear loaded garages.
i) Minimum building setback (front, side, rear) from Denton Creek shall be sixty feet (60').

6. Density. The combined maximum residential density for SF-A and Dwelling, single family detached shall not exceed two hundred fifty (250) units.

4. PUBLIC AND PRIVATE OPEN SPACE STANDARDS.

A. Public open space shall generally be located as shown on Exhibit "E" - Conceptual Pedestrian Circulation and Open Space Plan. These areas are open space areas that shall provide for minimum improvements/amenities as noted in this section.

B. All public open space areas shall be privately owned and publicly accessible. All public open spaces shall be privately maintained by the POA as described in Section 10 of this document.

C. The following public open space areas shall include the minimum improvements and amenities as noted for each location as shown on Exhibit "E" - Conceptual Pedestrian Circulation and Open Space Plan.

1. Entrance Open Space. There shall be one-half acres (0.50 ac.) of open space at the intersection of I-35W and Denton Creek Blvd.

a) There shall be a distinctive entry demarcation to the Town of Flower Mound and to the Monarch Development. The monumentation shall comply with the District Elements of the Denton Creek District Area Plan and the gateway requirements of the Median and Right-of-way Design Guidelines.
b) Entrance Open Space shall provide the following amenities:
   i. One (1) seating area with either a shade tree or shade structure
   ii. One (1) trash receptacle
   iii. Connection to Monarch Trail System
   iv. Landscape design shall substantially consist of native plants and comply with the Town's landscape standards
c) Design and construction of the Entrance Open Space shall be in accordance with the phasing outline in Section 8.B.5 of this document.

2. Town Center Restaurant Open Space. There shall be a minimum of four acres (4 ac.) of general open space within the Town Center that is privately maintained and publicly accessible. The Town Center Open Space shall be generally located north of Schmitz Ave between the restaurant pads as shown in Exhibit "E". Amenities of the Town Center Restaurant Open Space shall be provided by the developer or designee in conjunction with the Subdivision Site Plan application and completed prior to the acceptance of the Town Center restaurants. The Town Center Restaurant Open Space shall include a minimum of the following:

a) Tiered retention pond system with decorative spillway
b) Pedestrian walk way around perimeter of retention system

c) Outdoor patio dining space
d) Four (4) benches
e) Four (4) trash receptacles

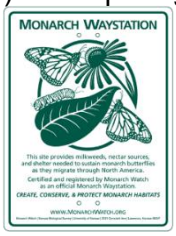
3. Park Land. There shall be park land generally located south of Schmitz Ave and consisting of approximately 9.86 acres as shown in Exhibit "E". Said park land shall be dedicated to the Town of Flower Mound. Approximately 6.00 acres of the parkland dedication south of Schmitz Ave. meets Section 90-448, Criteria for acceptance of park land, and shall be credited as such. Abandonment and removal of the TRA access road through the park shall be completed and accepted prior to the Town accepting the park land. The ±9.86 acres of park land shall be deeded to the Town prior to issuance of permits for any single-family dwelling.

4. Neighborhood Pocket Park. There shall be a neighborhood pocket park generally located east of Schmitz Ave. and north of Denton Creek Blvd., consisting of a minimum one-half acre (0.5 ac.) in size. A development agreement shall be required for reimbursement of park improvement fees for actual construction costs of the amenities below. The neighborhood pocket park shall comply with Division 8, Sec. 90-449 of the Town's Park Credit Ordinance and include a minimum of the following:

a) Pedestrian walkways
b) One (1) playground or comparable amenity, such as a putting green
c) Two (2) benches
d) Two (2) trash receptacles
e) Flex lawn space
f) Coordinated planting scheme
g) Pedestrian lighting

5. Pollinator Zones. Pollinator Zones within the Monarch natural areas shall be installed by the developer or designee as identified on Exhibit "E" and shall include a minimum of the following:

a) Registration with the Monarch Waystation Registry
Application link: https://www.monarchwatch.org/waystations/
b) Monarch Waystation Signage: A minimum of four (4) Monarch Waystation signs shall be provided. Signage dimensions shall have a maximum sign face of four square feet (4 sf). Example signage below (not to scale):



c) Sustainable landscape design which includes all native plant materials.
d) Native pollinator plant material may include but not limited to plant material such as milkweeds, legumes, mints, sunflowers, verbenas, or fruits and berry plants.

e) Paved or natural pedestrian trails, as shown on approved Conceptual Pedestrian Circulation and Open Space Plan, Exhibit "E", other trails, in addition to those shown on Exhibit "E", can be used, provided that they consist of concrete, crushed granite or bark mulch.

D. There shall be a minimum of a twelve foot (12') trail along one (1) side of Schmitz Ave and one (1) side of Denton Creek Blvd.

E. There shall be a minimum five percent (5%) of open space (public) within the Campus Commercial District.

F. There shall be a minimum four percent (4%) of open space (public or private) within the Single-Family District.

G. Lighted bollards placed at 100 feet (100') on center shall be required along the section of the trail that is located within the Campus Commercial zoning district adjacent to the Single-Family Attached zoning district uses north of Denton Creek Blvd.

H. Open Space Maintenance. The general open space in Monarch shall be perpetually maintained according to landscape maintenance industry standards. Mowing must occur a minimum of one-time (1x) every two (2) weeks from March to November. If annual rye grass or other is over-seeded, then winter mowing is required one-time (1x) every three (3) weeks. Trash pickup shall be one-time (1x) every two (2) weeks, and annual tree trimming shall be performed. Natural open space, native prairie/ wildflower, and pollinator zones shall be mowed bi-annually.

5. LANDSCAPE, HARDSCAPE, & SCREENING STANDARDS.

A. Landscape. Landscape shall substantially comply with the approved Conceptual Landscape Plan (Exhibit "D") and shall be in accordance with the Denton Creek Area Plan and the Town's Landscape Ordinance, as amended.

B. Street Buffers.

1. Except as provided in this section, there shall be a minimum landscape buffer of twenty-five feet (25') along Denton Creek Blvd, and Schmitz Ave, and I-35W frontage road.

2. There shall be a minimum landscape buffer of fifteen feet (15') along other collector and other peripheral rights-of-way.

C. Enhanced Screening. There shall be enhanced live screening to screen the loading area and north facing docks of Building 202, as shown on Exhibit "C" – Conceptual Site Plan, from Denton Creek Blvd. Said enhanced screening shall be located within/adjacent to the twenty-five foot (25') landscape buffer west of the rear ingress/egress point at Denton Creek Blvd. The enhanced screening shall include three (3) additional trees. Loading area screening for other buildings shall comply with the Town's regulations, as amended.

D. Enhanced Masonry Screening. There shall be a masonry wall to screen the loading areas of Buildings 201, 202 and 401, as shown Exhibit "C" – Conceptual Site Plan, from Denton Creek Blvd and Monarch Pkwy.

1. Buildings 201 and 202, said masonry wall shall be located along the southeast property line (rear lot line) and shall be a minimum of six feet (6').

2. Building 401, said masonry wall shall be located between the loading area and Monarch Parkway, directly adjacent to the loading area and shall be a minimum of eight feet (8').

E. Enhanced Screening of Outdoor Storage, Limited. There shall be enhanced screening around the "outdoor storage, limited," use that shall generally conform to Exhibit "H" - Outdoor Storage Screening, which consists of a combination of ornamental metal fence on top of a masonry knee wall and masonry columns with minimum height of eight feet (8'). The minimum height of masonry knee wall shall be four feet (4') and the ornamental metal fence shall extend for a minimum of twelve feet (12') above the top of the knee wall.

F. Screening of Outdoor Display, Home Improvement Center. Screening of the outdoor display areas directly adjacent to the building shall not be required. Enhanced screening of areas not directly adjacent to the building shall be provided as shown in Exhibit "I", Conceptual Outdoor Display Plan.

G. Commercial Foundation Planting. Commercial foundation plantings for buildings 15,000 square feet or less shall comply with Sec. 82-240 of the Town's Code of Ordinances.

H. Permanent Detention/Retention Facility Requirements. Detention / Retention facility requirements shall comply with Sec. 94-65 of the Town's Code of Ordinances.

I. Temporary Dry Detention Facility Requirements. Temporary dry detention facility requirements shall comply with Sec. 94-65 of the Town's Code of Ordinances.

J. Detention / Retention Pond Maintenance. Permanent retention ponds shall sustain a normal pool elevation by way of water well, potable water source, or reuse water. Aeration shall be required on all permanent retention ponds. Detention / Retention ponds shall be kept clear of all noxious plant material including Cottonwood trees, Willow trees, and Cattails. Detention / Retention pond construction shall meet the intent of the Town's engineering construction standards for Pond Form.

K. Single Family Landscape Requirements.

1. A minimum of one (1) tree, shall be provided for each attached and detached single family lot. Required tree planting shall be located in the front yard or side yard. At no time shall a tree block the view of a stop sign or other traffic control device.

2. Tree species shall be chosen from the following list for townhome front or side yard trees.
   a) Yaupon Holly
   b) Redbud

c) Crape Myrtle
d) Nellie R. Stevens Holly (tree form)
e) 'Little Gem' Magnolia

3. Street buffers along arterial rights-of-way, Denton Creek Blvd and Schmitz Ave, shall include tree plantings at a ratio of one (1) tree for every thirty feet (30') of linear frontage excluding any necessary driveways. Street buffer trees shall be a minimum of three-inch (3") caliper at time of installation.

6. ARCHITECTURAL STANDARDS FOR CAMPUS COMMERCIAL.

A. There shall be a cohesive architectural theme for non-residential buildings within this Planned Development.

B. Elevations shall generally comply with the approved Conceptual Elevations, Exhibit "G", and in accordance with the Town of Flower Mound Urban Design Plan unless specified otherwise in this Planned Development.

7. ACCESS & PARKING STANDARDS.

A. Parking. Except as provided in this section, off-street parking shall be provided as outlined in the Town of Flower Mound Zoning Ordinance.

1. This Planned Development is subject to an approved parking study.

2. The Development shall be subject to an overall Reciprocal Easement Agreement granting cross-access and cross-parking for the entire Development. A copy of said Agreement shall be provided to the Town with the Subdivision Site Plan for the Development.

3. Parking for Indoor Storage Area shall be one (1) space per thousand square feet (1,000 sf). Parking for multiple uses on one (1) lot shall be required for each use.

4. Parking for SF-A Amenity Center shall be a minimum of three (3) parking spaces.

8. MISCELLANEOUS STANDARDS.

A. Environmental Protection Plan. This Planned Development is subject to an approved Environmental Protection Plan.

B. Phasing. This Planned Development includes a phasing plan for planning purposes only. Phasing may adjust as the property is developed over a period of time. In addition, the following residential pre-occupancy standards are required:

1. The first phase of residential units, approximately one hundred eighty four (184) residential units, as identified on a Development Plan or Subdivision Site Plan for land governed by this Planned Development, shall not receive a building final until a building permit for at least one hundred fifty thousand square feet (150,000 sf) of commercial development has been issued.

2. The remaining residential units entitled by this Planned Development shall not receive a building final until one hundred fifty thousand square feet (150,000 sf) of commercial development has passed wall exterior inspection.

3. For the purposes of this Section 8 B., this means that the Town has inspected and issued the appropriate approval documentation that the wall exterior for a minimum of the entire one hundred fifty thousand square feet (150,000 sf) of space or spaces, for the scenario detailed above, meet the applicable Town requirements.

The following infrastructure standards are required:

4. Phase 1-A shall include a temporary, dry detention pond that is designed to serve retail development of Phases 2 and 3 south of Denton Creek Boulevard.

5. Phase 1-C shall include the portion of Denton Creek Boulevard extending from the Monarch Parkway intersection to the I-35W frontage roads and shall be required once the frontage road paving has been accepted by TxDOT. This portion of Denton Creek Boulevard shall include the design and construction of the minimum 0.50-acre Entrance Open Space as described in section 4.C.1 of this document.

    a) Phase 3 infrastructure of retail developments located north of Denton Creek Boulevard shall not receive town final acceptance until the minimum 0.50-acre Entrance Open Space has been constructed and accepted.

6. Phase 3 South shall consist of the regional retention facility and minimum 4.0-acres of Town Center Restaurant Open Space, as described in section 4.C.2 of this document. Improvements required to enhance the temporary, dry detention pond constructed with Phase 1-A to a permanent retention pond shall be included.

    a) Town shall not accept submittal of any development application within Phase 4 until the Town Center and Permanent Retention Facility have been constructed and accepted.

C. Queuing and Stacking Analysis. At the time of Site Plan application, a queuing and stacking analysis shall be submitted as required pursuant to Section 82-82, “Queuing requirements for drive-through facilities,” of the Town’s Code of Ordinances.

D. Flood study. Flood study must be approved by Town staff prior to Subdivision Site Plan application being scheduled to Planning and Zoning Commission for consideration.

E. Limited Quantity of Gas Stations. The total number of gas stations within this Planned Development, regardless of accessory use or primary use, shall be limited to three (3). A standalone gas station shall require approval of a Specific use Permit (SUP) from the town Council upon recommendation from Planning and Zoning Commission.

F. Lighting. Parking lot lighting within the Campus Commercial zoning district must utilize 3000 kelvins light source.

G. Off-Site Detention. Off-site detention shall be provided with the development of North Commercial Retention Pond as shown in Exhibit "C" – Conceptual Site Plan in accordance with the Land Swap Agreement between the Towns of Flower Mound and Argyle.

9. MODIFICATIONS AND EXCEPTIONS. The following exceptions to the Town's Ordinance shall apply to this Planned Development.

A. Pitched Roof Requirement. Buildings less than fifteen thousand square feet (15,000 sf) that are not directly adjacent to residential development shall not be required to have pitched roofs.

B. Lot Depth to Width. Lot depth shall not exceed six times (6x) the lot width.

C. Topographic Slope Protection. Slopes greater than five percent (5%) but less than twelve percent (12%) are permitted to be impacted.

D. Temporary Dry Detention. Temporary dry detention facilities shall be permitted within Phase 1 of this development.

E. Building 201 & 202 Landscape Modification. Maximum aggregate percentage – Landscape areas located between retaining wall and screening wall on east side of buildings 201 & 202 can utilize decomposed granite or rock mulch and such area shall not count toward the 20% aggregate maximum.

F. Residential Compatibility Buffer Standards. The required wall shall be constructed no more than 1' offset (measured to foundation footing) from and parallel to the property line on the side of the non-residential use.

10. ADMINISTRATION.

A. There shall be established a Developer Agreement and Monarch Property Owners' Association (POA). Said Association shall file Covenants, Conditions, and Restrictions (CC&Rs) in the Denton County Real Estate Records with the first (1st) record plat application and said POA shall be responsible for the maintenance of the following:

1. Landscaping within the ROW, medians, and landscape buffers along Denton Creek Blvd, Monarch Pkwy, and Schmitz Ave.

2. Publicly accessible open space areas and trails, unless otherwise described in this Planned Development.

3. Striping of parking spaces and pedestrian crosswalks.

4. Cross-access and cross parking agreements.

5. Other items as listed in the CC&Rs.

B. Minor amendments to this Planned Development may be approved by the Town Manager, or designee, provided that said amendment is not a substantial change to the approved Conceptual Site Plan, as defined below. A substantial change to the approved Conceptual Site Plan shall be defined as any one (1) of the following:

1. Increase in maximum number of residential units; and,

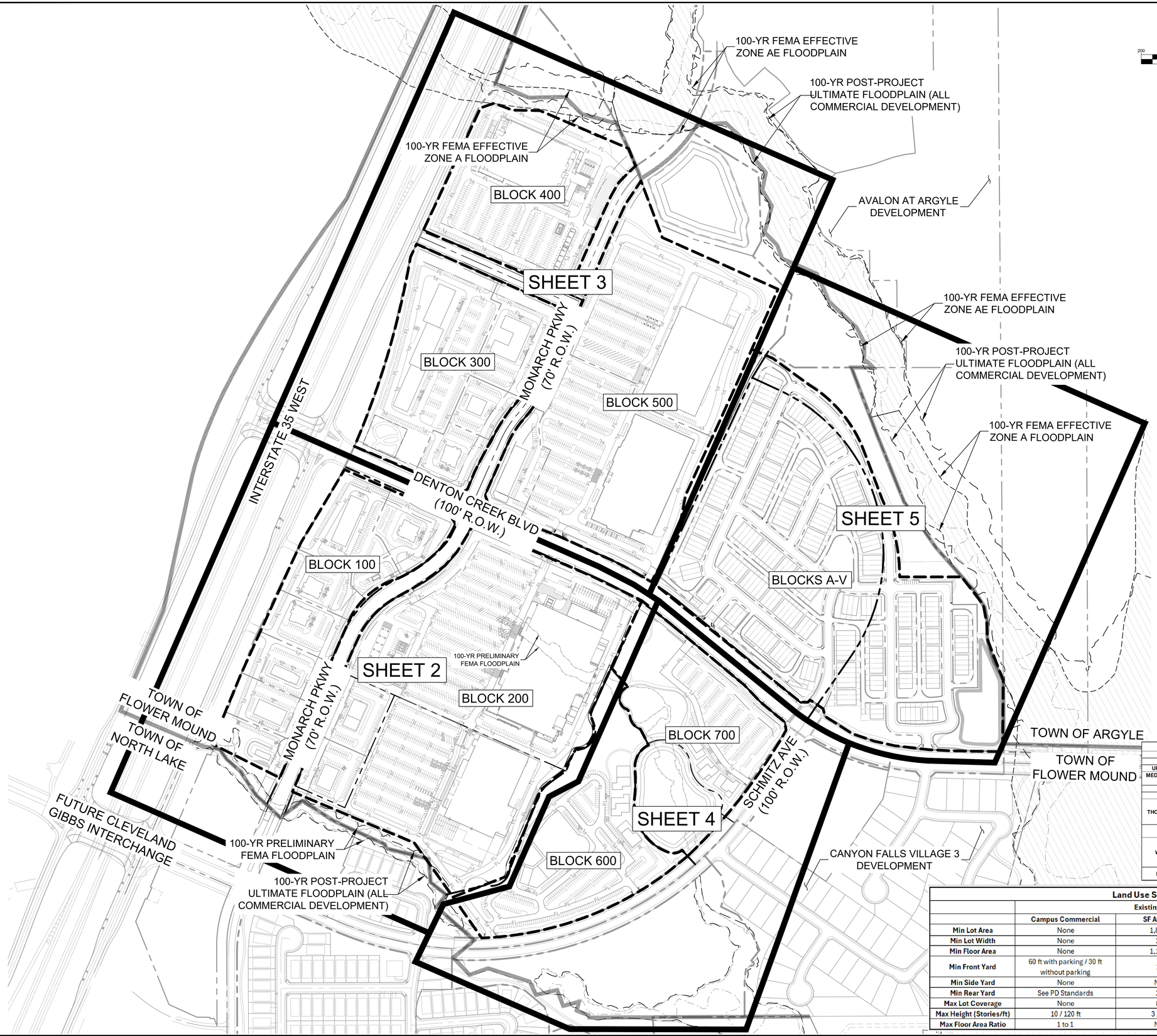
2. Decrease by more than ten percent (10%) of any approved open space area, provided that the minimum required open space for park land dedication is still met, if applicable; and,

3. Elimination of approved thoroughfares; however, realignment may be permitted provided that it does not cause a substantial change; and,

4. Other changes as determined by the Town Manager or designee; and,

5. Building footprints and building square feet totals may be adjusted during site plan approval provided there is not an increase or decrease of more than twenty percent (20%) square feet per designated block and that all other provisions of this Planned Development and the Town's Code of Ordinances, as of the date of this approved Planned Development, are met.

Exhibit - C



GRAPHIC SCALE IN FEET
200 0 100 200 400
1" = 200' @ 24X36

N W E S

LEGEND

- PROPERTY BOUNDARY
- TOWN LIMITS
- BLOCK DELINEATION
- 100-YR FEMA EFFECTIVE ZONE A FLOODPLAIN
- 100-YR FEMA EFFECTIVE ZONE AE FLOODPLAIN
- 100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)
- 100-YR PRELIMINARY FEMA FLOODPLAIN
- CREEK CENTERLINE
- EFFECTIVE FEMA FLOODPLAIN

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10. ALL PERPENDICULAR OR ANGLED PARKING SPACES ARE TO BE A MINIMUM OF 9'X17.5'.
11. NO LUMINAIRE SHALL BE LOCATED WITHIN THE COMPATIBILITY BUFFER AREA.
12. ALL FIRE LANES SHOWN ARE 26' WIDE UNLESS OTHERWISE NOTED.
13. ALL CURB RADII ARE 2', 5', 10', OR 20' UNLESS OTHERWISE NOTED.
14. ALL FIRE LANE RADII ARE TO BE A MINIMUM OF 25' AT THE FACE OF CURB AND SHALL BE PROVIDED IN ACCORDANCE WITH FLOWER MOUND REQUIREMENTS.
15. TXDOT IMPROVEMENTS SHOWN PER CAD FILES AND 95% PLANS PROVIDED TO KIMLEY-HORN ON 6/12/2025.
16. ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) NO. 48121C0505G DATED 4/18/2011 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR DENTON COUNTY, TEXAS, A PORTION OF THIS PROPERTY IS WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD.
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MASTER PLAN FEATURES	
LAND USE PLAN	Campus Commercial
AREA PLANS	Denton Creek District
URBAN DESIGN PLAN	Site shall comply with PD-200 and Town Standards
MEDIAN & ROW DESIGN GUIDELINES	Shall be in compliance with Denton Creek District Area Plan
PARKS AND TRAILS	12' meandering trail along north side of Denton Creek Boulevard
OPEN SPACE PLAN	0.5-acre entry open space at intersection of IH-35W and Denton Creek Boulevard
THOROUGHFARE PLAN	Proposed Denton Creek Boulevard: 100' ROW - Urban Minor Arterial with Bike Lane Existing/Adjacent Schmitz Avenue: 100' ROW - Urban Minor Arterial
WATER PLAN	Town of Flower Mound Service Area - 12" Water Main, south of Denton Creek Boulevard and northwest side of Monarch Parkway
WASTEWATER PLAN	Denton Creek Service District - 12" Wastewater Main, north side of Denton Creek Boulevard 8" Reuse Water Main, north side of Denton Creek Boulevard and southeast side of Monarch Parkway
ECONOMIC IMPACT	Positive impact that promotes retail/mixed-use development to bring new tax revenue and jobs to town.

Land Use Summary Chart

	Existing Zoning			Proposed Zoning
	Campus Commercial	SF Attached	Dwelling Detached	
Min Lot Area	None	1,800 SF	3,000 SF	No changes from existing zoning
Min Lot Width	None	22 ft	30 ft	
Min Floor Area	None	1,100 SF	1,100 SF	
Min Front Yard	60 ft with parking / 30 ft without parking	10 ft	10 ft	
Min Side Yard	None	None	0 ft and 5 ft	
Min Rear Yard	See PD Standards	20 ft	20 ft	
Max Lot Coverage	None	80%	65%	
Max Height (Stories/ft)	10 / 120 ft	3 / 35 ft	3 / 35 ft	
Max Floor Area Ratio	1 to 1	None	None	

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TX 75080
PHONE: 214-817-0535
WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT 060047600
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY MTD
DRAWN BY KVB
CHECKED BY MTD

MONARCH EXHIBIT C

FLOWER MOUND, TEXAS

CONCEPTUAL SITE PLAN

SHEET NUMBER 1

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ISSUANCE
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LAST SAVED BY
PLOT DATE
DWG NAME
PLOTTED BY

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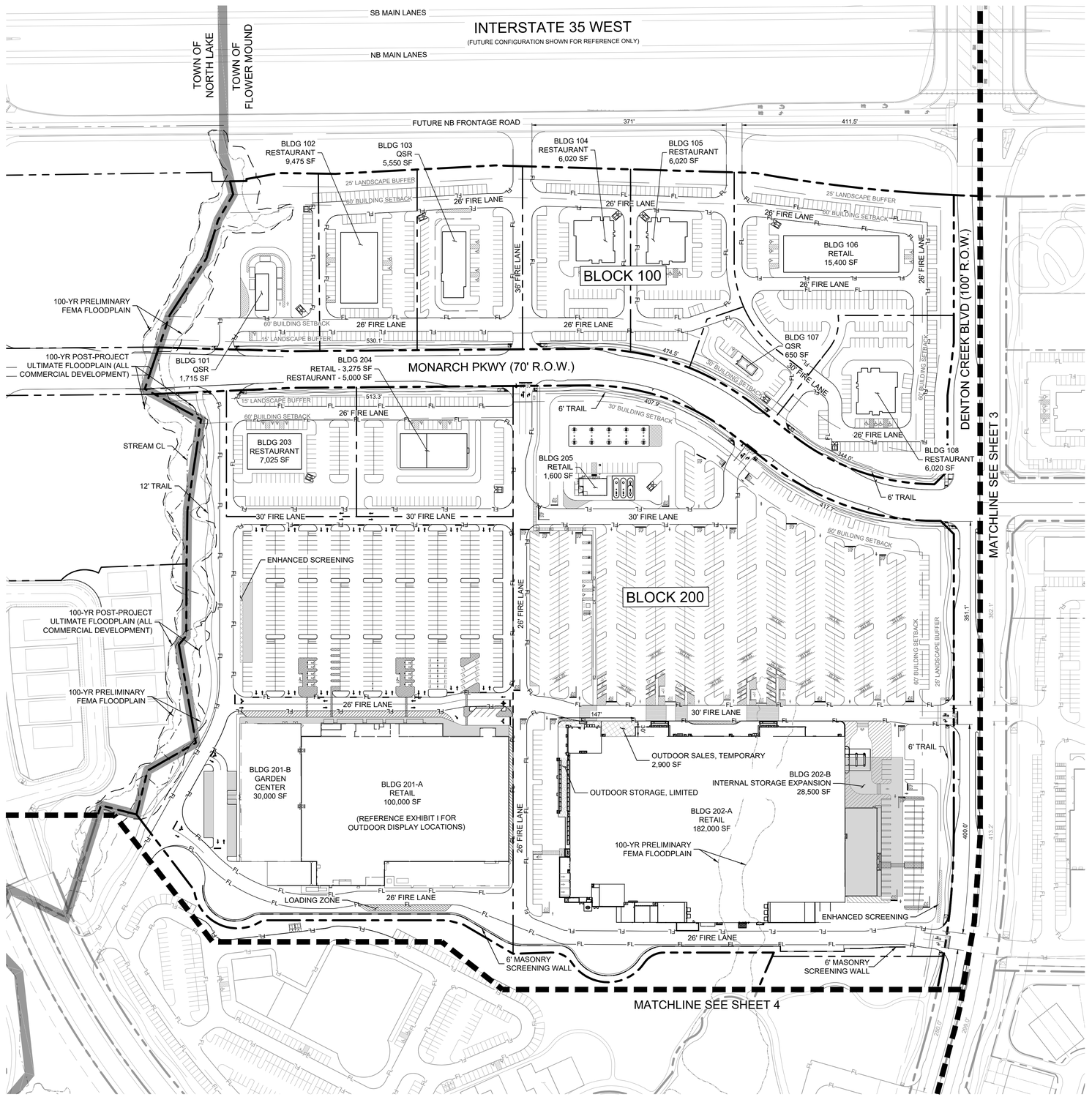
Kimley-Horn | CONFIDENTIAL INFORMATION FOR THE USE OF A CLIENT

Exhibit - C



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1" = 100' @ 24X36

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- LANDSCAPE BUFFER
- FL — FIRE LANE
- DUMPSTER ENCLOSURE

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Block 100 Data Summary Table

Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Provided Parking
101	1,715	Restaurant*	N/A	1-Story	1 Space per 250 SF	7	9
102	9,475	Restaurant	N/A	1-Story	1 Space per 75 SF	127	131
103	5,550	Restaurant	N/A	1-Story	1 Space per 75 SF	74	76
104	6,020	Restaurant	N/A	1-Story	1 Space per 75 SF	81	85
105	6,020	Restaurant	N/A	1-Story	1 Space per 75 SF	81	81
106	15,400	Retail	N/A	1-Story	1 Space per 250 SF	62	123
107	650	Restaurant	N/A	1-Story	1 Space per 75 SF	9	10
108	6,020	Restaurant	N/A	1-Story	1 Space per 75 SF	81	88
Total:	50,850				**Total:**	522	603

% Deviation 16%

*Denotes restaurant use without seating

Block 200 Data Summary Table

Building Summary					Parking Summary		
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Provided Parking
201-A	100,000	Big Box Retail	N/A	1-Story	1 Space per 250 SF	400	446***
201-B	30,000	Garden Center	N/A	1-Story	1 Space per 250 SF	120	
202-A	182,000	Big Box Retail	N/A	1-Story	1 Space per 250 SF	728	736
202-B*	28,500	Internal Storage Expansion	N/A	1-Story	1 Space per 1000 SF	29	716
	172,000	Big Box Retail	N/A	1-Story	1 Space per 250 SF	688	
203	7,025	Restaurant	N/A	1-Story	1 Space per 75 SF	94	97
204-A	5,000	Restaurant	N/A	1-Story	1 Space per 75 SF	67	90
204-B	3,275	Retail	N/A	1-Story	1 Space per 250 SF	14	
205	1,600	Retail	N/A	1-Story	1 Space per 250 SF	7	11
Total:	328,900**				**Total:**	1,430**	1,380**

% Deviation -3.5%

*Building 202-B represents a future version of 202-A, wherein 10k SF of the retail is removed and 28.5k SF of internal storage is added
**Building 202-B not included in any overall totals

No.	REVISIONS	DATE	BY

Kimley»Horn

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2600 N CENTRAL EXPRESSWAY, SUITE 400
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KHA PROJECT 060047600
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY MTD
DRAWN BY KVB
CHECKED BY MTD

MONARCH EXHIBIT C

FLOWER MOUND, TEXAS

CONCEPTUAL SITE PLAN

SHEET NUMBER 2

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GRAPHIC SCALE IN FEET
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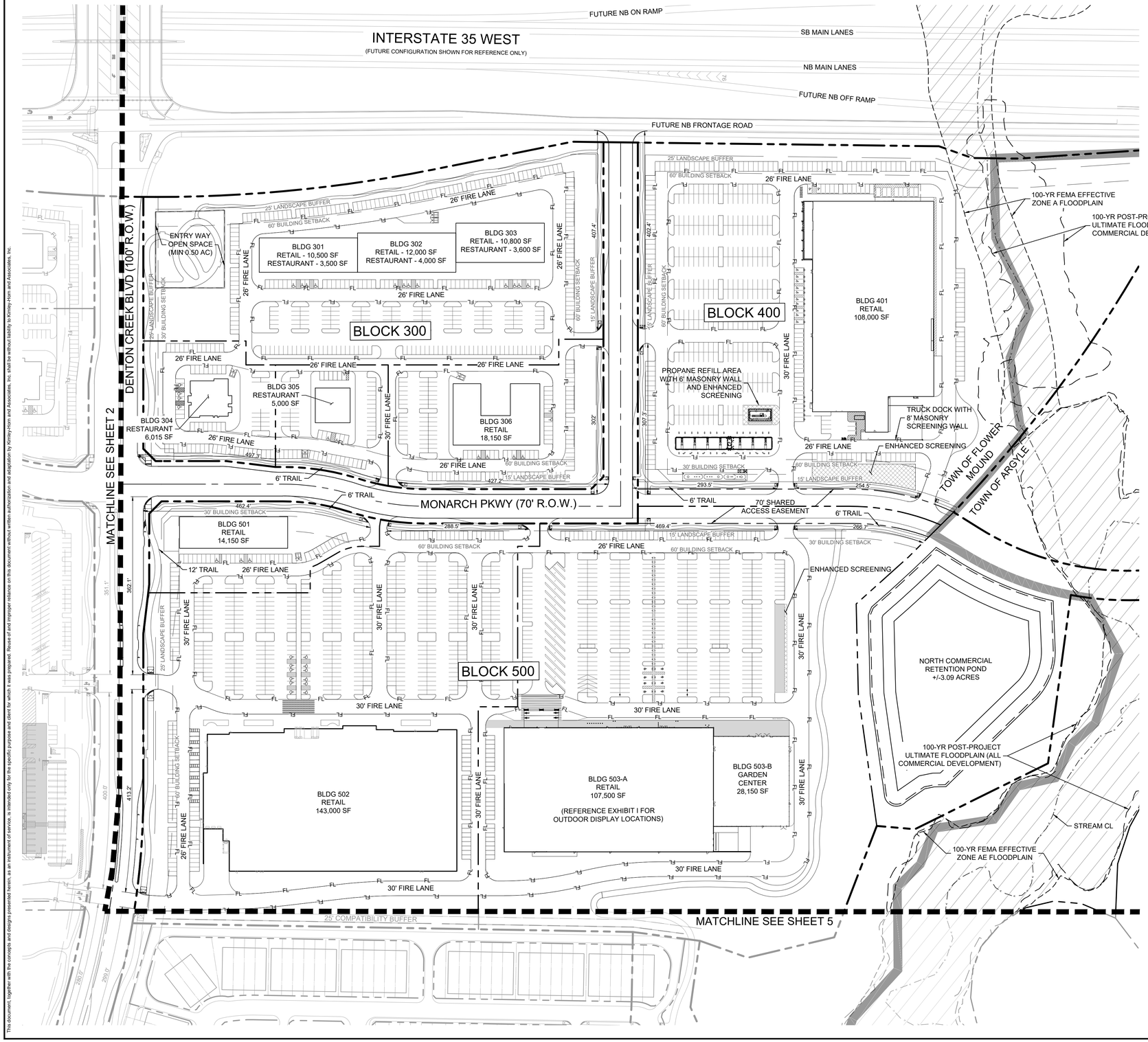
1" = 100' @ 24X36



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
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Block 300 Data Summary Table

Building Summary					Parking Summary			
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Provided Parking	
301-A	10,500	Retail	N/A	1-Story	1 Space per 250 SF	42	106	
301-B	3,500	Restaurant	N/A	1-Story	1 Space per 75 SF	47		
302-A	12,000	Retail	N/A	1-Story	1 Space per 250 SF	48	107	
302-B	4,000	Restaurant	N/A	1-Story	1 Space per 75 SF	54		
303-A	10,800	Retail	N/A	1-Story	1 Space per 250 SF	44	107	
303-B	3,600	Restaurant	N/A	1-Story	1 Space per 75 SF	48		
304	6,015	Restaurant	N/A	1-Story	1 Space per 75 SF	81	83	
305	5,000	Restaurant	N/A	1-Story	1 Space per 75 SF	67	67	
306	18,150	Retail	N/A	1-Story	1 Space per 250 SF	73	125	% Deviation
Total:	73,565				**Total:**	504	595	18%

Block 400 Data Summary Table

Building Summary					Parking Summary			
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Provided Parking	
401	108,000	Big Box Retail	N/A	1-Story	1 Space per 250 SF	432	471	% Deviation
Total:	108,000				**Total:**	432	471	9%

Block 500 Data Summary Table

Building Summary					Parking Summary			
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Provided Parking	
501	14,150	Retail	N/A	1-Story	1 Space per 250 SF	57	57	
502	143,000	Big Box Retail	N/A	1-Story	1 Space per 250 SF	572	580	
503-A	107,500	Big Box Retail	N/A	1-Story	1 Space per 250 SF	430	468*	
503-B	28,150	Garden Center	N/A	1-Story	1 Space per 250 SF	113		% Deviation
Total:	292,800				**Total:**	1172	1105	-6%

No.	REVISIONS	DATE	BY

Kimley»Horn
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2600 N CENTRAL EXPRESSWAY, SUITE 400
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MONARCH EXHIBIT C

FLOWER MOUND, TEXAS

CONCEPTUAL SITE PLAN

SHEET NUMBER 3

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Exhibit - C

GRAPHIC SCALE IN FEET
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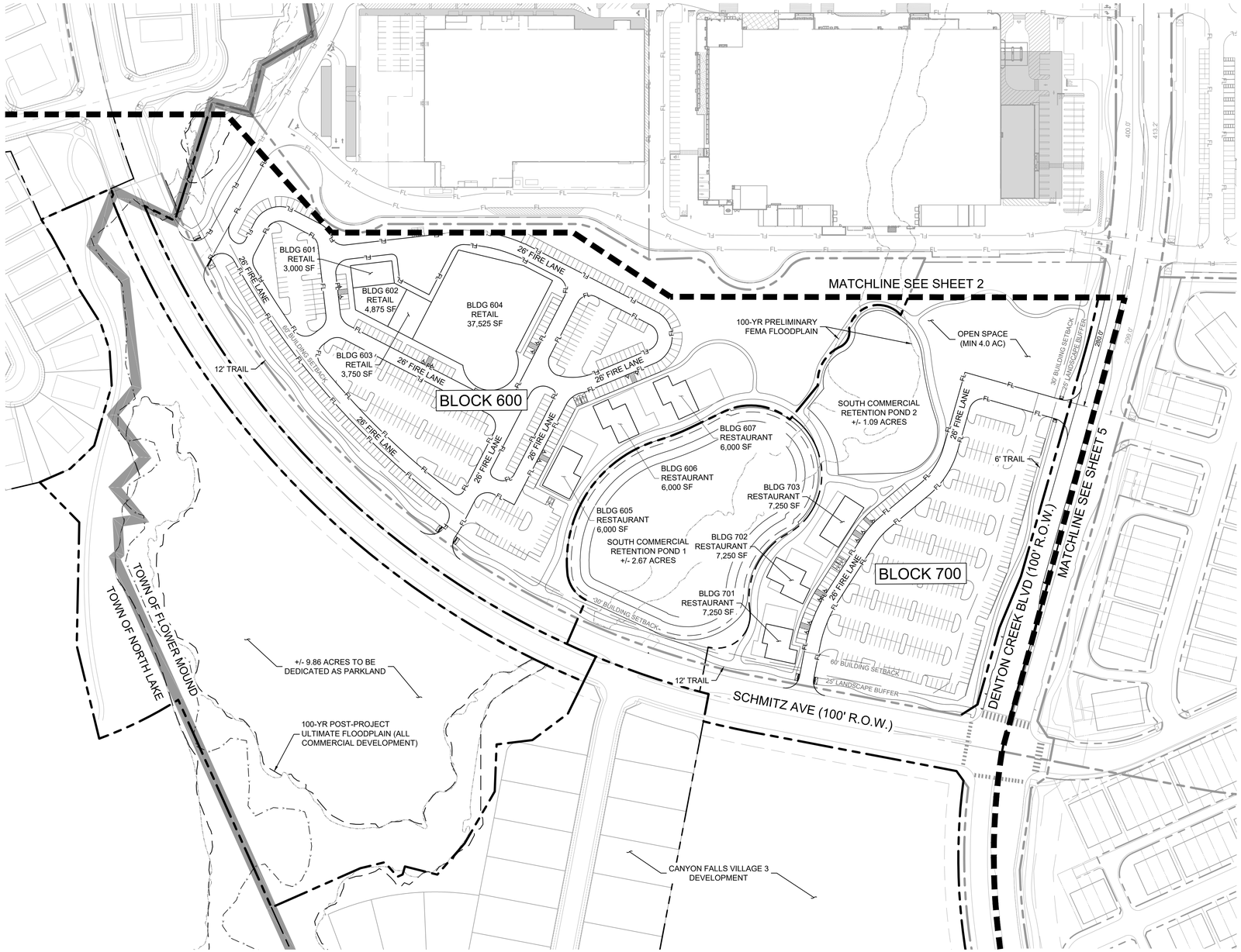

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11. ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) NO. 48121C0505G DATED 4/18/2011 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR DENTON COUNTY, TEXAS, A PORTION OF THIS PROPERTY IS WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD.
12. 100-YR FEMA EFFECTIVE ZONE AE FLOODPLAIN IS SHOWN PER THE APPROVED DRAINAGE STUDY AND LOMR (ARGYLE PROJ. NO. DRH-20010) BY MCADAMS DATED OCTOBER 2023.
13. ALL FLOODPLAIN LOCATED WITHIN BLOCKS 100, 200, 400, 500, 600, AND 700 SHALL BE DELINEATED AND DEDICATED AS AN X-LOT AT THE TIME OF SITE PLAN AND FINAL PLAT.
14. ALL FLOODPLAIN LOCATED WITHIN THE SF-A ZONING DISTRICT SHALL BE DELINEATED AND DEDICATED AS AN Z-LOT AT TIME OF SITE PLAN AND FINAL PLAT. LOTS 1X-4X OF BLOCK V ARE IDENTIFIED TO ACCOMMODATE THE ENCROACHMENT OF FUTURE FEMA ZONE AE FLOODPLAIN.
15. APPROXIMATELY 8.326 ACRES LOCATED TO THE NORTH OF BLOCK 500 IS SUBJECT TO FUTURE LAND USE AND ZONING AMENDMENTS.
16. THE 100-YR PRELIMINARY FEMA FLOODPLAIN BOUNDARY SHOWN ENCROACHING THROUGH PORTIONS OF BLOCK 200 WILL BE REMOVED AND REVISED TO BE CONTAINED WITHIN THE PROPOSED DETENTION/RETENTION POND LIMITS BEING BUILT ON BLOCK 700 NORTH OF SCHMITZ AVENUE.

Block 600 Data Summary Table

Building Summary					Parking Summary			
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Provided Parking	
601	3,000	Retail	N/A	1-Story	1 Space per 250 SF	12	12	
602	4,875	Retail	N/A	1-Story	1 Space per 250 SF	20	20	
603	3,750	Retail	N/A	1-Story	1 Space per 250 SF	15	15	
604	37,525	Retail	N/A	1-Story	1 Space per 250 SF	151	151	
605	6,000	Restaurant	N/A	1-Story	1 Space per 75 SF	80	80	
606	6,000	Restaurant	N/A	1-Story	1 Space per 75 SF	80	80	
607	6,000	Restaurant	N/A	1-Story	1 Space per 75 SF	80	80	% Deviation
Total:	67,150				**Total:**	438	438	0%

Block 700 Data Summary Table

Building Summary					Parking Summary			
Building Number	Total Building Square Feet	Building Use(s)	Total Units	Total Number of Stories	Parking Ratio (per SF or Unit)	Required Parking	Total Provided Parking	
701	7,250	Restaurant	N/A	1-Stoy	1 Space per 75 SF	97	100	
702	7,250	Restaurant	N/A	1-Stoy	1 Space per 75 SF	97	100	
703	7,250	Restaurant	N/A	1-Stoy	1 Space per 75 SF	97	100	% Deviation
Total:	21,750				**Total:**	291	300	3%

No.	REVISIONS	DATE	BY

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KHA PROJECT 060047600
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY MTD
DRAWN BY KVB
CHECKED BY MTD

MONARCH EXHIBIT C

FLOWER MOUND, TEXAS

CONCEPTUAL SITE PLAN

SHEET NUMBER
4

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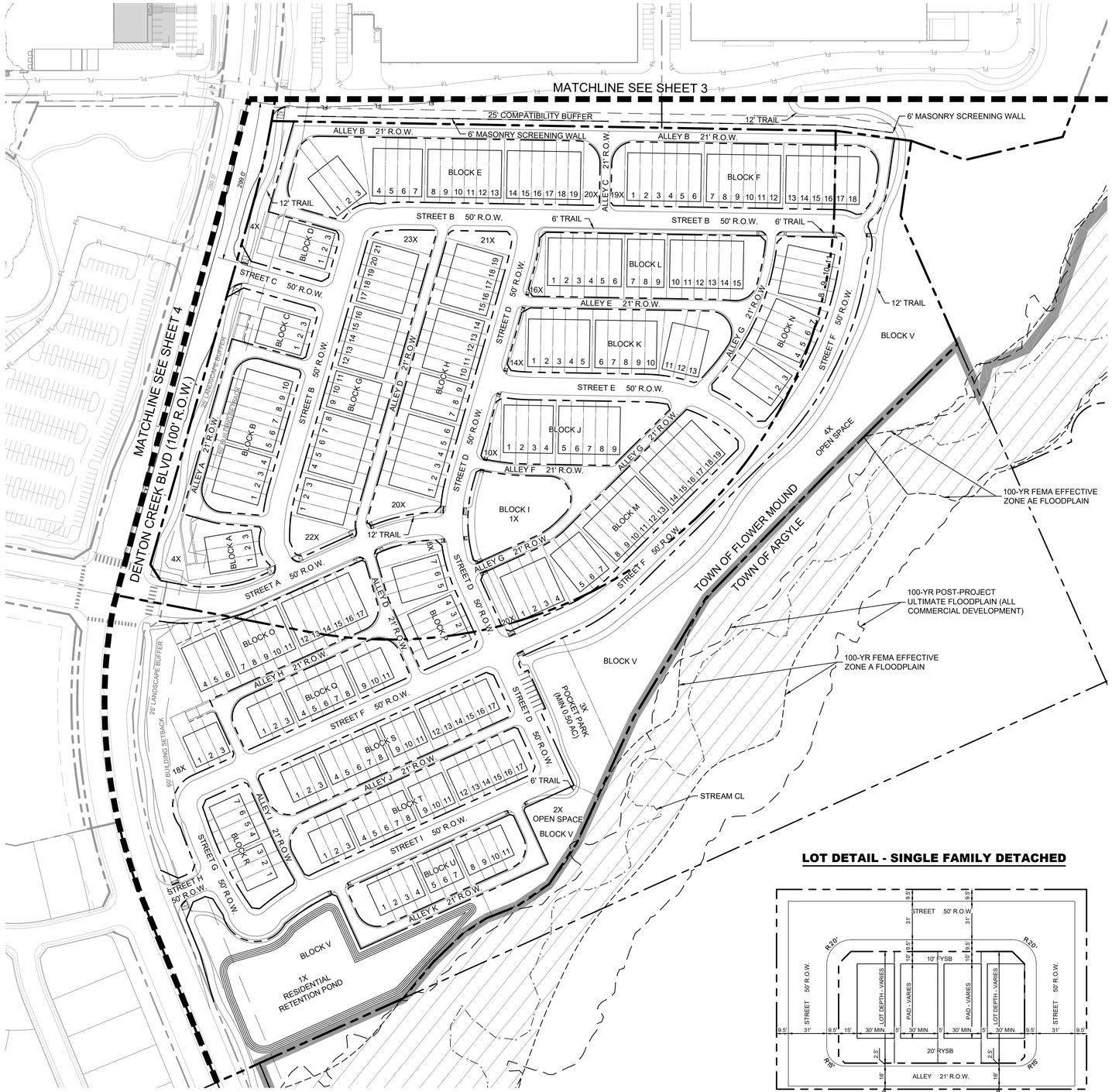
XREFS
LAST SAVED BY
PLOT DATE
DWG PATH
FILE NAME

Exhibit - C

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 24X36



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- TOWN LIMITS
- 100-YR FEMA EFFECTIVE ZONE A FLOODPLAIN
- 100-YR FEMA EFFECTIVE ZONE AE FLOODPLAIN
- 100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)
- 100-YR PRELIMINARY FEMA FLOODPLAIN
- CREEK CENTERLINE
- EFFECTIVE FEMA FLOODPLAIN
- BUILDING SETBACK
- LANDSCAPE BUFFER
- FL — FIRE LANE
- DUMPSTER ENCLOSURE

NOTES

1. ALL RETAINING/DETAILING WALLS, TURN-DOWN CURBS, AND TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. RETAINING WALLS 4' AND ABOVE (INCLUDING FOOTING) REQUIRE A SEPARATE PERMIT.
3. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
4. ALL X-LOTS ARE UNBUILDABLE AND SHALL BE MAINTAINED BY THE POA.
5. ALL GROUND FLOOR HVAC SHALL BE SCREENED FROM VIEW.
6. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
7. DUMPSTER SCREENING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING IN WHICH IT SERVES.
8. DUMPSTER SCREENING WALLS REQUIRE A SEPARATE BUILDING PERMIT.
9. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS UNLESS A COMPREHENSIVE SIGN PACKAGE FOR A SPECIFIC SIGN WAS INCLUDED IN THE APPROVED PD.
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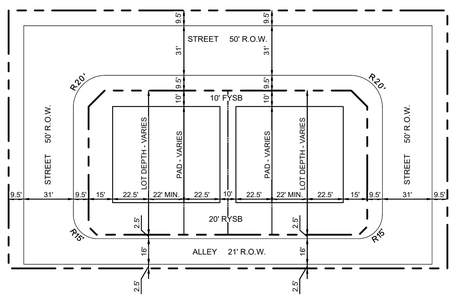
LOT DETAIL - SINGLE FAMILY DETACHED

LOT DETAIL - SINGLE FAMILY ATTACHED



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FLOWER MOUND, TEXAS

CONCEPTUAL SITE PLAN

SHEET NUMBER
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XREFS
BY:[G:\2025\060047600\11 Land\060047600_Land.dwg] 9/30/2025 9:34:01 AM
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Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	A	3,906	0.09
2	A	4,127	0.09
3	A	4,700	0.11
4X	A	23,492	0.54
	Total:	36,225	0.83

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	B	5,377	0.12
2	B	2,554	0.06
3	B	2,552	0.06
4	B	3,190	0.07
5	B	3,190	0.07
6	B	2,552	0.06
7	B	2,552	0.06
8	B	2,552	0.06
9	B	2,552	0.06
10	B	4,941	0.11
	Total:	32,011	0.73

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	C	3,755	0.09
2	C	3,014	0.07
3	C	3,768	0.09
	Total:	10,537	0.24

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	D	3,768	0.09
2	D	3,014	0.07
3	D	3,715	0.09
4X	D	10,374	0.24
	Total:	20,870	0.48

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	E	7,146	0.16
2	E	3,300	0.08
3	E	7,201	0.17
4	E	4,226	0.10
5	E	2,587	0.06
6	E	2,556	0.06
7	E	3,190	0.07
8	E	3,190	0.07
9	E	2,552	0.06
10	E	2,552	0.06
11	E	2,552	0.06
12	E	2,552	0.06
13	E	3,190	0.07
14	E	3,190	0.07
15	E	2,552	0.06
16	E	2,552	0.06
17	E	2,552	0.06
18	E	2,552	0.06
19	E	3,185	0.07
20X	E	3,085	0.07
	Total:	66,462	1.53

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	F	3,172	0.07
2	F	2,552	0.06
3	F	2,552	0.06
4	F	2,552	0.06
5	F	2,552	0.06
6	F	3,190	0.07
7	F	3,190	0.07
8	F	2,552	0.06
9	F	2,552	0.06
10	F	2,552	0.06
11	F	2,552	0.06
12	F	3,190	0.07
13	F	3,190	0.07
14	F	2,552	0.06
15	F	2,552	0.06
16	F	2,552	0.06
17	F	2,558	0.06
18	F	5,844	0.13
19X	F	2,432	0.06
	Total:	54,838	1.26

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	G	3,228	0.07
2	G	2,553	0.06
3	G	3,323	0.08
4	G	3,190	0.07
5	G	2,552	0.06
6	G	2,552	0.06
7	G	2,552	0.06
8	G	3,190	0.07
9	G	3,190	0.07
10	G	2,552	0.06
11	G	3,190	0.07
12	G	3,190	0.07
13	G	2,552	0.06
14	G	2,552	0.06
15	G	2,552	0.06
16	G	3,190	0.07
17	G	3,190	0.07
18	G	2,552	0.06
19	G	2,552	0.06
20	G	2,552	0.06
21	G	3,183	0.07
22X	G	4,966	0.11
23X	G	3,354	0.08
	Total:	68,456	1.57

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	H	3,250	0.07
2	H	2,558	0.06
3	H	2,552	0.06
4	H	2,552	0.06
5	H	2,552	0.06
6	H	3,190	0.07
7	H	3,190	0.07
8	H	2,552	0.06
9	H	3,190	0.07
10	H	3,190	0.07
11	H	2,552	0.06
12	H	2,552	0.06
13	H	2,552	0.06
14	H	3,190	0.07
15	H	3,190	0.07
16	H	2,552	0.06
17	H	2,552	0.06
18	H	2,552	0.06
19	H	3,189	0.07
20X	H	5,370	0.12
21X	H	3,256	0.07
	Total:	62,282	1.43

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1X	I	21,805	0.50
	Total:	21,805	0.50

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	J	3,203	0.07
2	J	2,554	0.06
3	J	2,552	0.06
4	J	3,190	0.07
5	J	3,190	0.07
6	J	2,552	0.06
7	J	2,552	0.06
8	J	2,552	0.06
9	J	7,835	0.18
10X	J	2,457	0.06
	Total:	32,637	0.75

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	K	3,190	0.07
2	K	2,552	0.06
3	K	2,552	0.06
4	K	2,552	0.06
5	K	3,190	0.07
6	K	3,190	0.07
7	K	2,552	0.06
8	K	2,552	0.06
9	K	2,707	0.06
10	K	3,516	0.08
11	K	4,027	0.09
12	K	2,755	0.06
13	K	6,570	0.15
14X	K	2,273	0.05
	Total:	44,178	1.01

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	L	3,190	0.07
2	L	2,552	0.06
3	L	2,552	0.06
4	L	2,552	0.06
5	L	2,552	0.06
6	L	3,190	0.07
7	L	3,190	0.07
8	L	2,552	0.06
9	L	3,190	0.07
10	L	3,190	0.07
11	L	2,552	0.06
12	L	2,552	0.06
13	L	2,552	0.06
14	L	2,564	0.06
15	L	6,045	0.14
16X	L	2,106	0.05
	Total:	47,081	1.08

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	M	3,190	0.07
2	M	2,552	0.06
3	M	2,552	0.06
4	M	3,356	0.08
5	M	4,134	0.09
6	M	2,553	0.06
7	M	3,645	0.08
8	M	3,190	0.07
9	M	2,552	0.06
10	M	2,552	0.06
11	M	2,552	0.06
12	M	2,552	0.06
13	M	3,190	0.07
14	M	3,190	0.07
15	M	2,552	0.06
16	M	2,552	0.06
17	M	2,552	0.06
18	M	2,552	0.06
19	M	5,467	0.13
20X	M	3,248	0.07
	Total:	60,684	1.39

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	N	6,595	0.15
2	N	2,552	0.06
3	N	3,566	0.08
4	N	3,671	0.08
5	N	2,553	0.06
6	N	2,553	0.06
7	N	3,671	0.08
8	N	3,671	0.08
9	N	2,553	0.06
10	N	2,553	0.06
11	N	5,134	0.12
	Total:	39,070	0.90

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	O	3,165	0.07
2	O	2,442	0.06
3	O	3,040	0.07
4	O	4,188	0.10
5	O	3,085	0.07
6	O	3,601	0.08
7	O	3,393	0.08
8	O	2,615	0.06
9	O	2,566	0.06
10	O	2,552	0.06
11	O	3,190	0.07
12	O	3,190	0.07
13	O	2,552	0.06
14	O	2,552	0.06
15	O	2,552	0.06
16	O	2,552	0.06
17	O	5,632	0.13
18X	O	34,170	0.78
	Total:	87,038	2.00

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	P	4,288	0.10
2	P	2,552	0.06
3	P	2,552	0.06
4	P	3,190	0.07
5	P	4,009	0.09
6	P	2,580	0.06
7	P	3,240	0.07
8X	P	3,192	0.07
	Total:	25,603	0.59

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	Q	4,715	0.11
2	Q	1,980	0.05
3	Q	2,475	0.06
4	Q	2,475	0.06
5	Q	1,980	0.05
6	Q	1,980	0.05
7	Q	1,980	0.05
8	Q	2,475	0.06
9	Q	2,475	0.06
10	Q	1,980	0.05
11	Q	4,217	0.10
	Total:	28,732	0.66

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	R	4,913	0.11
2	R	2,103	0.05
3	R	2,651	0.06
4	R	2,662	0.06
5	R	2,115	0.05
6	R	2,082	0.05
7	R	3,390	0.08
	Total:	19,917	0.46

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	S	5,373	0.12
2	S	1,980	0.05
3	S	2,475	0.06
4	S	2,475	0.06
5	S	1,980	0.05
6	S	1,980	0.05
7	S	1,980	0.05
8	S	2,475	0.06
9	S	2,475	0.06
10	S	1,980	0.05
11	S	2,475	0.06
12	S	2,475	0.06
13	S	1,980	0.05
14	S	1,980	0.05
15	S	1,980	0.05
16	S	1,980	0.05
17	S	3,313	0.08
	Total:	41,356	0.95

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	T	5,184	0.12
2	T	1,980	0.05
3	T	2,475	0.06
4	T	2,475	0.06
5	T	1,980	0.05
6	T	1,980	0.05
7	T	1,980	0.05
8	T	2,475	0.06
9	T	2,475	0.06
10	T	1,980	0.05
11	T	2,475	0.06
12	T	2,475	0.06
13	T	1,980	0.05
14	T	1,980	0.05
15	T	1,980	0.05
16	T	1,980	0.05
17	T	3,313	0.08
	Total:	41,166	0.95

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1	U	4,895	0.11
2	U	1,958	0.04
3	U	1,958	0.04
4	U	2,448	0.06
5	U	2,448	0.06
6	U	1,958	0.04
7	U	2,448	0.06
8	U	2,448	0.06
9	U	1,958	0.04
10	U	1,958	0.04
11	U	4,139	0.10
	Total:	28,614	0.66

Lot/Block Analysis			
Lot	Block	Square Feet	Acres
1X	V	84,281	1.93
2X	V	16,921	0.39
3X	V	23,044	0.53
4X	V	135,064	3.10
	Total:	259,311	5.95

Lot/Block Analysis		
Block	Square Feet	Acres
A	36,225	0.83
B	32,011	0.73
C	10,537	0.24
D	20,870	0.48
E	66,462	1.53
F	54,838	1.26
G	68,456	1.57
H	62,282	1.43
I	21,805	0.50
J	32,637	0.75
K	44,178	1.01
L	47,081	1.08
M	60,684	1.39
N	39,070	0.90
O	87,038	2.00
P	25,603	0.59
Q	28,732	0.66
R	19,917	0.46
S	41,356	0.95
T	41,166	0.95
U	28,614	0.66
V	259,311	5.95
INTERIOR ROW DEDICATION	459,264	10.54
DENTON CREEK BLVD ROW DEDICATION	97,854	2.25
OPEN SPACE	363,087	8.34
OVERALL SITE	1,685,993	38.71

1. BLOCK TOTALS INCLUDE RESIDENTIAL LOTS AND X LOTS
2. OPEN SPACE TOTAL INCLUDES ALL X LOTS, EXCEPT FOR BLOCK I LOT 1X WHICH IS RESERVED FOR AMENITY CENTER
3. OVERALL SITE TOTAL INCLUDES ALL RESIDENTIAL LOTS, X LOTS, INTERIOR ROW DEDICATION, AND DENTON CREEK BLVD ROW DEDICATION

PROJECT DATA TABLE	
OVERALL SITE AREA	1,685,993 SF; 38.71 AC
TOTAL OPEN SPACE	363,087 SF; 8.34 AC
	21.54% OF TOTAL SITE AREA
COMBINED RIGHT OF WAY	557,118 SF; 12.79 AC
PROPOSED RESIDENTIAL LOTS	250
PROPOSED OPEN SPACE / X LOTS	19
TOTAL PROPOSED LOTS	269
SMALLEST RESIDENTIAL LOT	1,958 SF; 0.04 AC
LARGEST RESIDENTIAL LOT	7,835 SF; 0.18 AC
AVERAGE RESIDENTIAL LOT	2,976 SF; 0.07 AC

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DRAWN BY KVB
CHECKED BY MTD

MONARCH EXHIBIT C

FLOWER MOUND, TEXAS

CONCEPTUAL SITE PLAN

SHEET NUMBER
6

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Aug 06, 2026 - 8:42 AM, JE 8/4/2026 10:14 AM
Kimley-Horn and Associates, Inc., Texas Registration No. F-928, 2600 N. Central Expressway, Suite 400, Richardson, TX 75080, 214-817-0535

Exhibit - D

100-YR FEMA EFFECTIVE ZONE A FLOODPLAIN

100-YR FEMA EFFECTIVE ZONE AE FLOODPLAIN

100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)

AVALON AT ARGYLE DEVELOPMENT

100-YR FEMA EFFECTIVE ZONE AE FLOODPLAIN

100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)

100-YR FEMA EFFECTIVE ZONE A FLOODPLAIN

100-YR PRELIMINARY FEMA FLOODPLAIN

100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)

CANYON FALLS DEVELOPMENT

CANYON FALLS VILLAGE 3 DEVELOPMENT

I-35W

MONARCH PKWY

SHARED ACCESS DRIVE

DENTON CREEK BLVD

SCHMITZ BLVD

L1.01 L1.02 L1.03 L1.04 L1.05 L1.06 L1.07 L1.08 L1.09 L1.10

N W E S

GRAPHIC SCALE IN FEET
200 0 100 200 400
1" = 200' @ 24X36

LEGEND

- PROPERTY BOUNDARY
- TOWN LIMITS
- BLOCK DELINEATION
- 100-YR FEMA EFFECTIVE ZONE A FLOODPLAIN
- 100-YR FEMA EFFECTIVE ZONE AE FLOODPLAIN
- 100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)
- CREEK CENTERLINE
- EXISTING FEMA FLOODPLAIN

No.	REVISIONS	DATE	BY

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PHONE: 214-617-0535
WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT 060047600
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY SCK
DRAWN BY SCK
CHECKED BY MTD

MONARCH EXHIBIT D

FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER
L1.00

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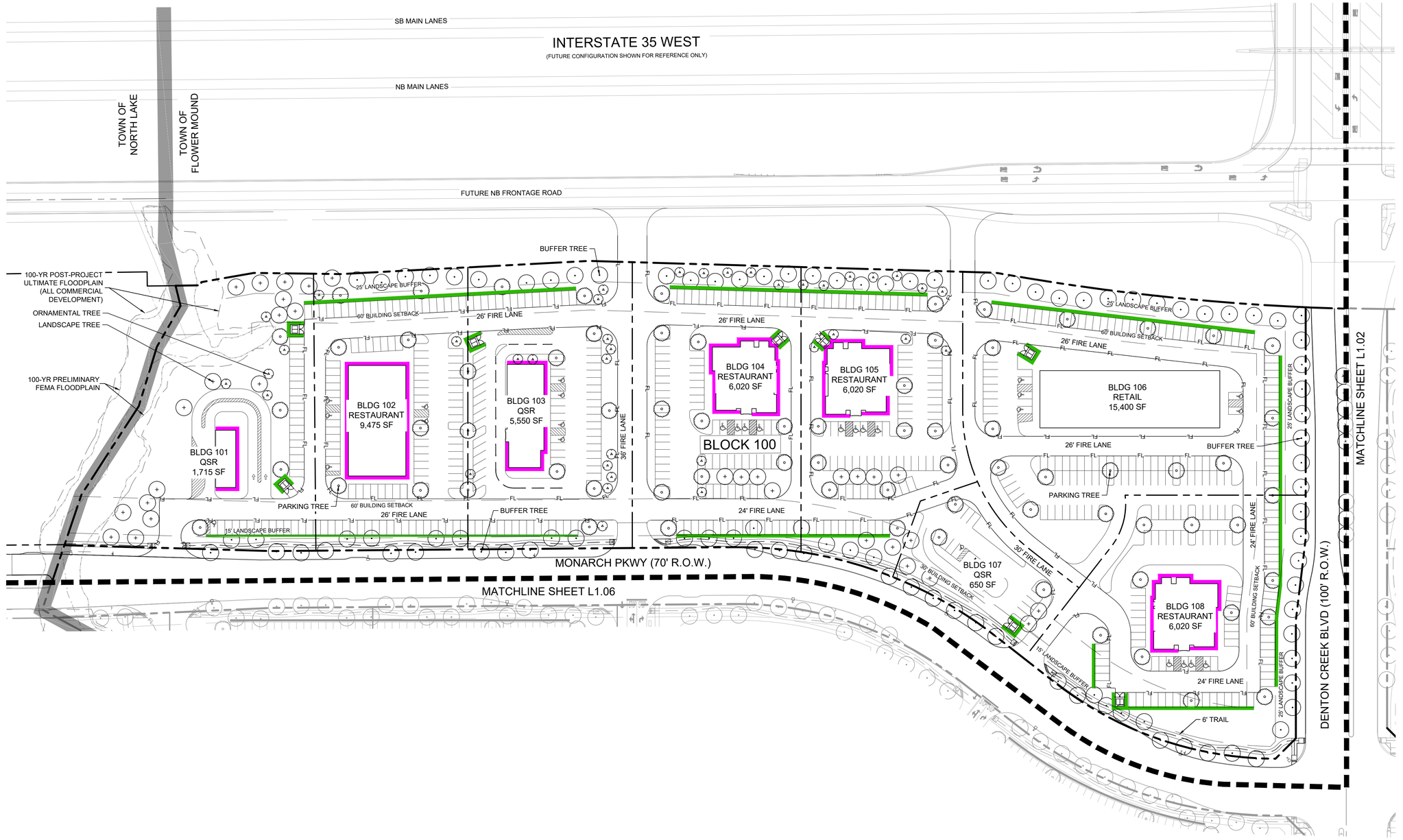

GRAPHIC SCALE IN FEET

60 0 30 60 120

1" = 60' @ 24X36

LEGEND

- BT BUFFER TREE
- HT HOMEBUILDER TREE
- LT LANDSCAPE TREE
- PT PARKING TREE
- OT ORNAMENTAL TREE
- LANDSCAPE SCREEN
- LANDSCAPE SCREENWALL
- FOUNDATION PLANTING

No.	REVISIONS	DATE	BY

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KHA PROJECT 060047600

DATE AUGUST 2026

SCALE AS SHOWN

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FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER

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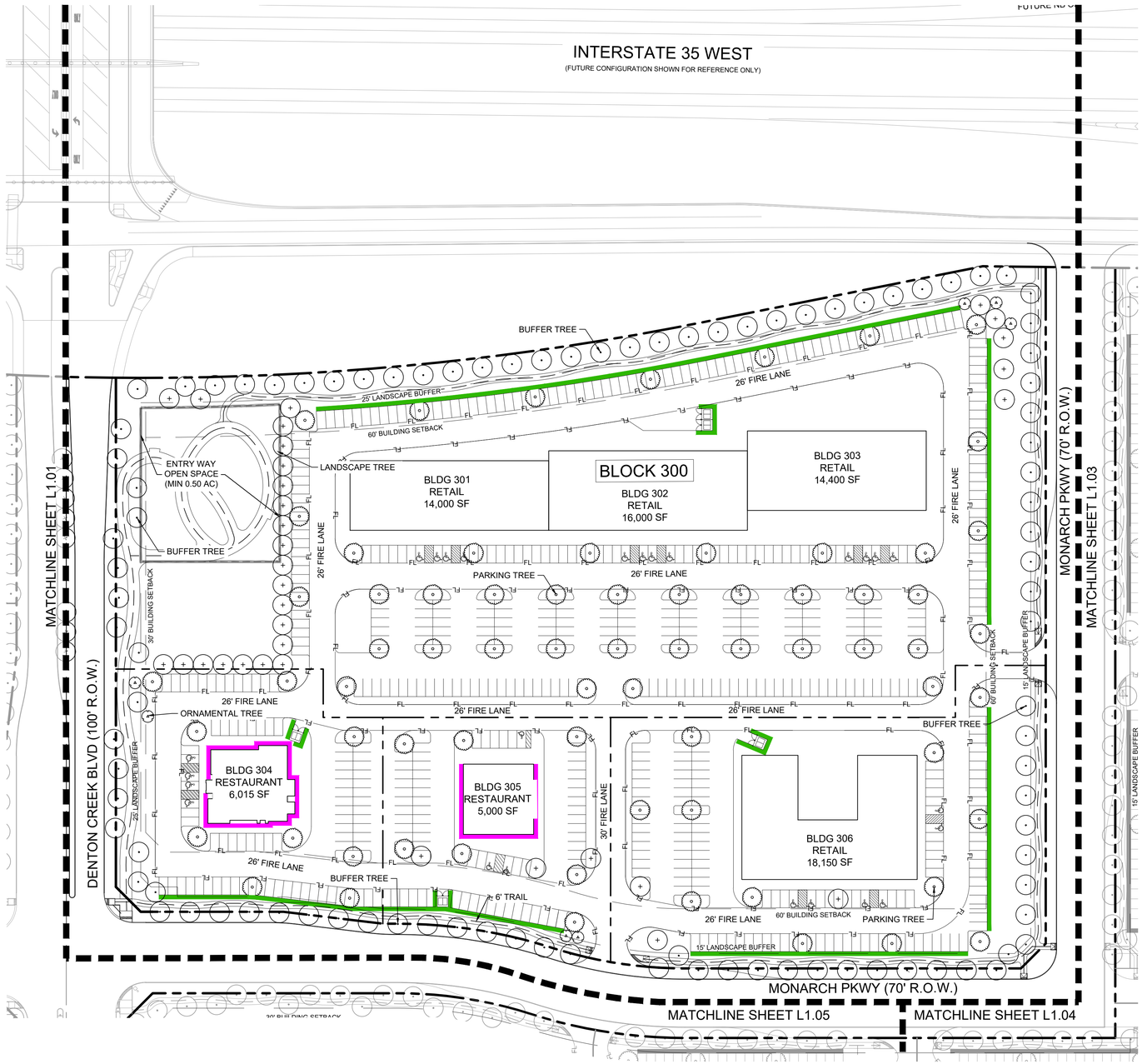

GRAPHIC SCALE IN FEET

60 0 30 60 120

1" = 60' @ 24X36

LEGEND

- BT BUFFER TREE
- HT HOMEBUILDER TREE
- LT LANDSCAPE TREE
- PT PARKING TREE
- OT ORNAMENTAL TREE
- LANDSCAPE SCREEN
- LANDSCAPE SCREENWALL
- FOUNDATION PLANTING

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KHA PROJECT 060047600

DATE AUGUST 2026

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FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER
L1.02

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DWG NAME
XNAME

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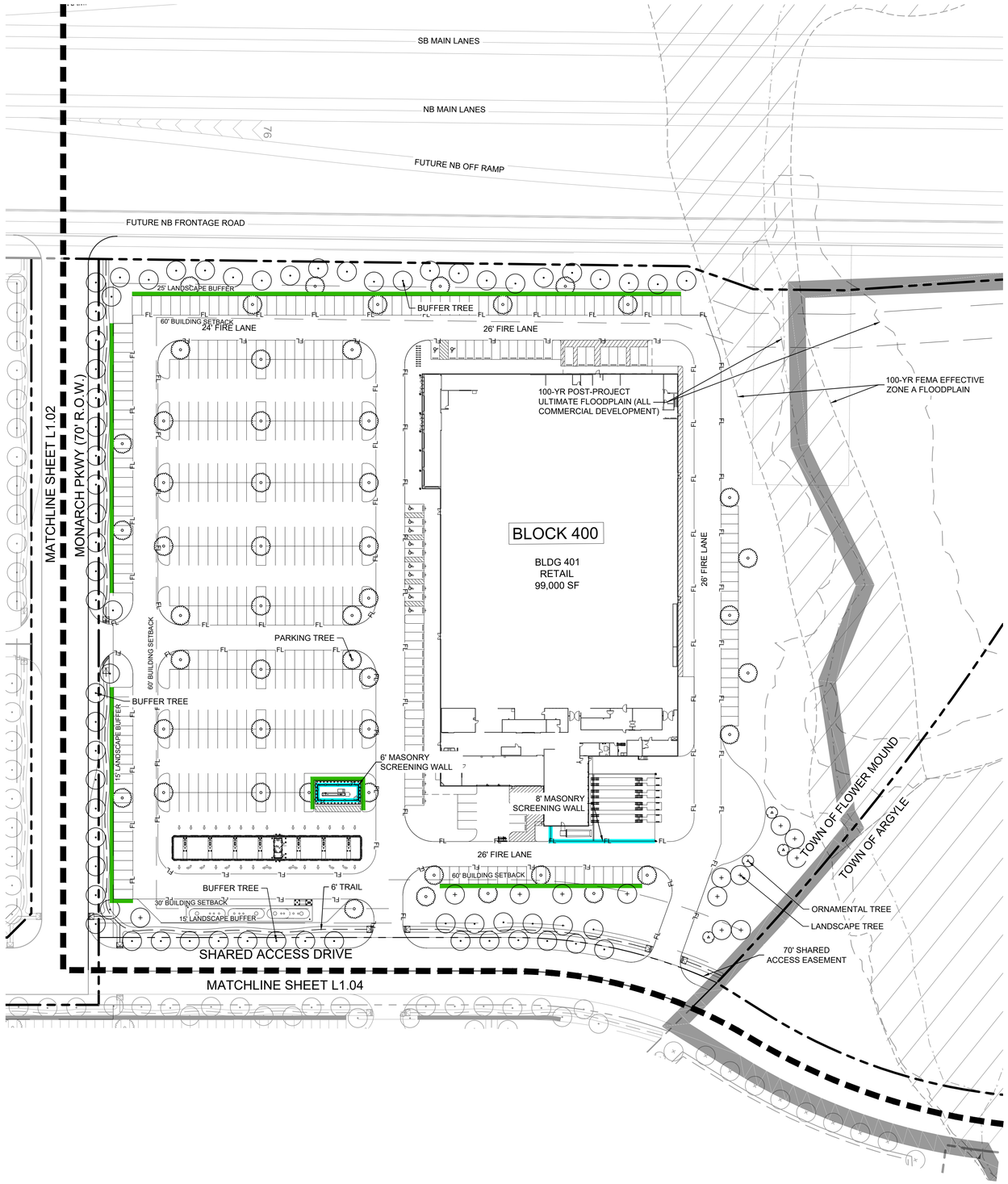

GRAPHIC SCALE IN FEET

60 0 30 60 120

1" = 60' @ 24X36

LEGEND

- BT BUFFER TREE
- HT HOMEBUILDER TREE
- LT LANDSCAPE TREE
- PT PARKING TREE
- OT ORNAMENTAL TREE
- LANDSCAPE SCREEN
- LANDSCAPE SCREENWALL
- FOUNDATION PLANTING

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KHA PROJECT 060047600

DATE AUGUST 2026

SCALE AS SHOWN

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FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

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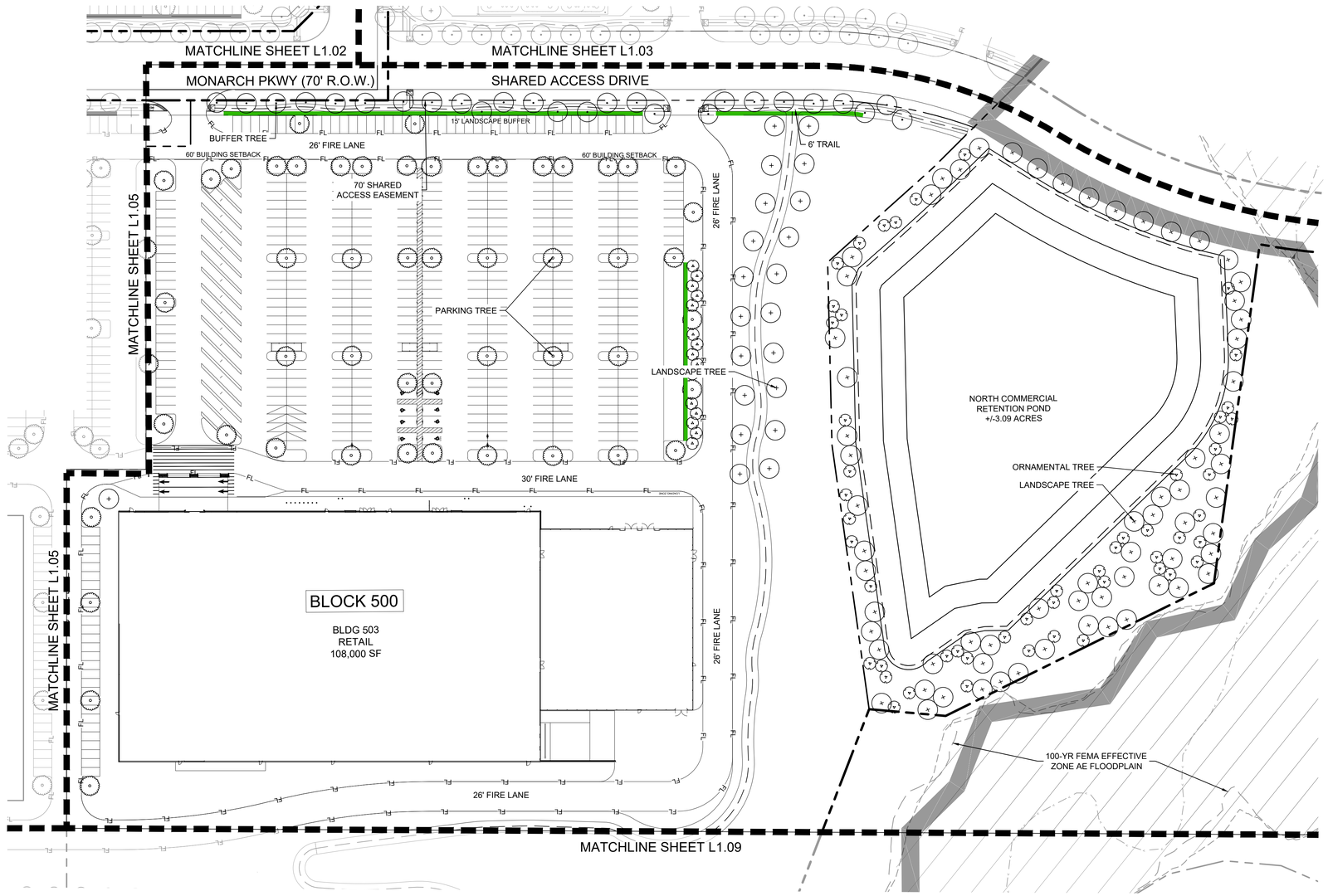

LEGEND

- BT BUFFER TREE
- HT HOMEBUILDER TREE
- LT LANDSCAPE TREE
- PT PARKING TREE
- OT ORNAMENTAL TREE
- LANDSCAPE SCREEN
- LANDSCAPE SCREENWALL
- FOUNDATION PLANTING

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DATE AUGUST 2026
SCALE AS SHOWN
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FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

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L1.04

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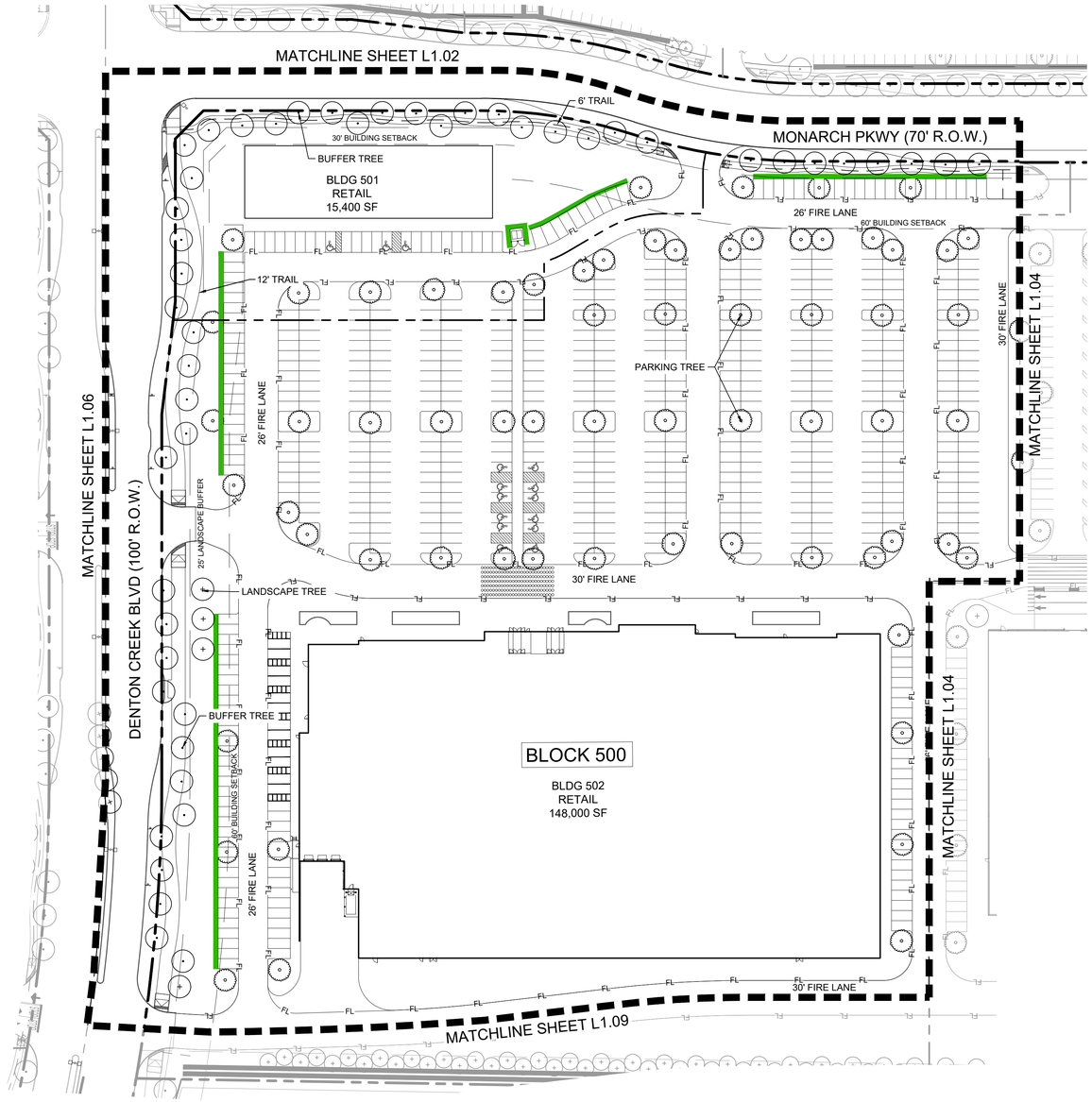

GRAPHIC SCALE IN FEET

60 0 30 60 120

1" = 60' @ 24X36

LEGEND

- BT BUFFER TREE
- HT HOMEBUILDER TREE
- LT LANDSCAPE TREE
- PT PARKING TREE
- OT ORNAMENTAL TREE
- LANDSCAPE SCREEN
- LANDSCAPE SCREENWALL
- FOUNDATION PLANTING

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KHA PROJECT 060047600

DATE AUGUST 2026

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FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

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Exhibit - D

MATCHLINE SHEET L1.01

MONARCH PKWY (70' R.O.W.)

15' LANDSCAPE BUFFER

26' FIRE LANE

60' BUILDING SETBACK

BLDG 203
RESTAURANT
7,025 SF

BLDG 204
RESTAURANT/RETAIL
8,275 SF

30' FIRE LANE

30' FIRE LANE

12' TRAIL

6' TRAIL

30' BUILDING SETBACK

BUFFER TREE

PARKING TREE

BLDG 205
RETAIL
1,550 SF

30' FIRE LANE

15' LANDSCAPE BUFFER

60' BUILDING SETBACK

PARKING TREE

BUFFER TREE

26' FIRE LANE

100-YR POST-PROJECT
ULTIMATE FLOODPLAIN (ALL
COMMERCIAL DEVELOPMENT)

100-YR PRELIMINARY
FEMA FLOODPLAIN

PARKING TREE

26' FIRE LANE

30' FIRE LANE

60' BUILDING SETBACK

25' LANDSCAPE BUFFER

BLDG 201
RETAIL
100,000 SF

BLOCK 200

BLDG 202-A
RETAIL
182,000 SF

6' TRAIL

DENTON CREEK BLVD (100' R.O.W.)

MATCHLINE SHEET L1.05

100-YR PRELIMINARY
FEMA FLOODPLAIN

BUFFER TREE

6' MASONRY
SCREENING WALL

26' FIRE LANE

6' MASONRY
SCREENING WALL

ENHANCED SCREENING

6' MASONRY
SCREENING WALL

BLOCK 600

BLOCK 700

MATCHLINE SHEET L1.07

MATCHLINE SHEET L1.08

GRAPHIC SCALE IN FEET
60 0 30 60 120
1" = 60' @ 24X36

LEGEND

- BT BUFFER TREE
- HT HOMEBUILDER TREE
- LT LANDSCAPE TREE
- PT PARKING TREE
- OT ORNAMENTAL TREE
- LANDSCAPE SCREEN
- LANDSCAPE SCREENWALL
- FOUNDATION PLANTING

No.	REVISIONS	DATE	BY

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KHA PROJECT 060047600
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY SCK
DRAWN BY SCK
CHECKED BY MTD

MONARCH EXHIBIT D

FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER
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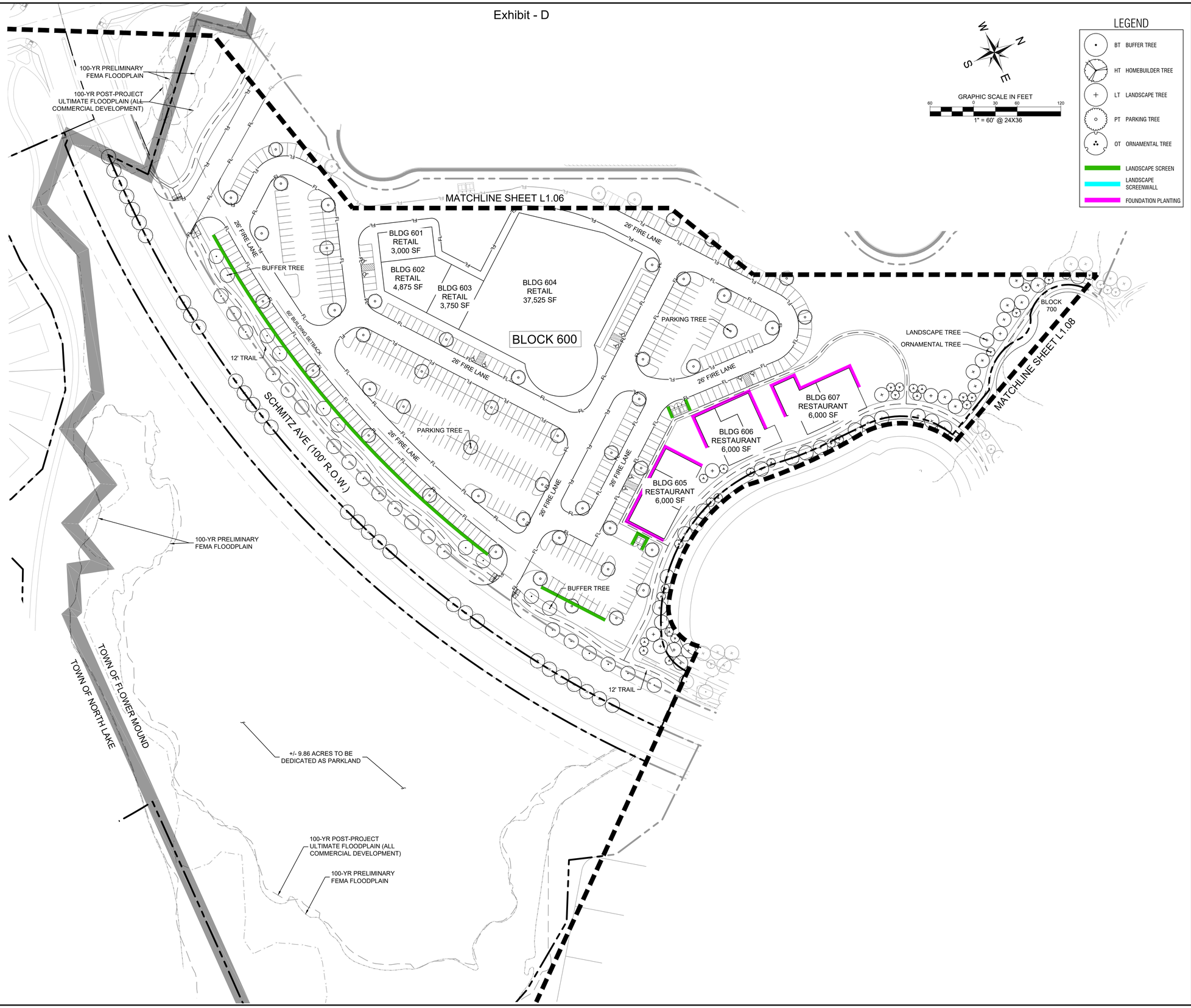

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KHA PROJECT	060047600
DATE	AUGUST 2026
SCALE	AS SHOWN
DESIGNED BY	SCK
DRAWN BY	SCK
CHECKED BY	MTD

MONARCH EXHIBIT D

FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER
L1.07

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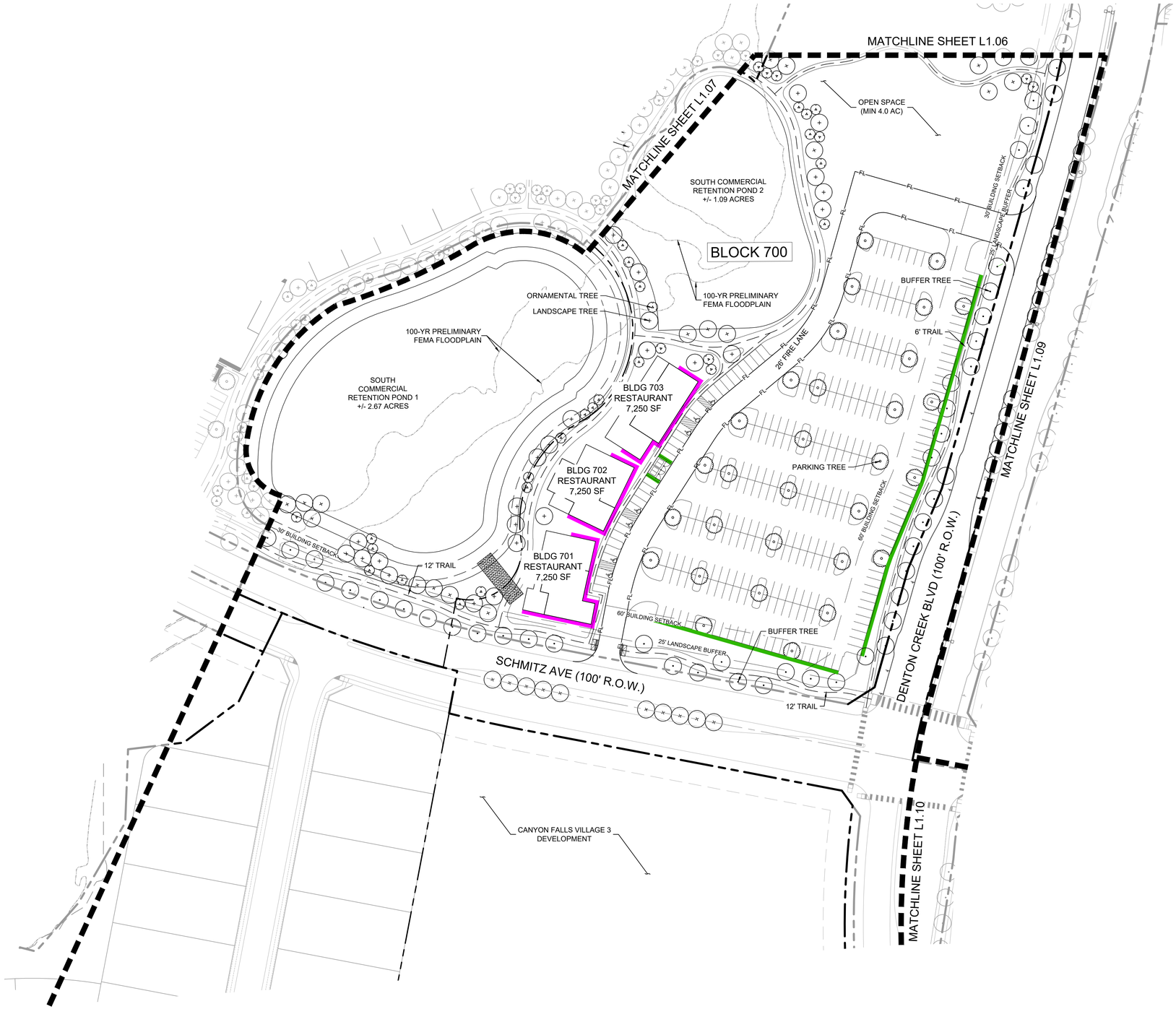
Exhibit - D



GRAPHIC SCALE IN FEET

60 0 30 60 120

1" = 60' @ 24X36

LEGEND

- BT BUFFER TREE
- HT HOMEBUILDER TREE
- LT LANDSCAPE TREE
- PT PARKING TREE
- OT ORNAMENTAL TREE
- LANDSCAPE SCREEN
- LANDSCAPE SCREENWALL
- FOUNDATION PLANTING

No.	REVISIONS	DATE	BY

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KHA PROJECT	060047600
DATE	AUGUST 2026
SCALE	AS SHOWN
DESIGNED BY	SCK
DRAWN BY	SCK
CHECKED BY	MTD

MONARCH EXHIBIT D

FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER

L1.08

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Exhibit - D

GRAPHIC SCALE IN FEET
60 0 30 60 120
1" = 60' @ 24X36

LEGEND

- BT BUFFER TREE
- HT HOMEBUILDER TREE
- LT LANDSCAPE TREE
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- LANDSCAPE SCREEN
- LANDSCAPE SCREENWALL
- FOUNDATION PLANTING

No.	REVISIONS	DATE	BY

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KHA PROJECT 060047600
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY SCK
DRAWN BY SCK
CHECKED BY MTD

MONARCH EXHIBIT D

FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER
L1.09

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9/5/2025 8:29 AM KYLE.BROOKS
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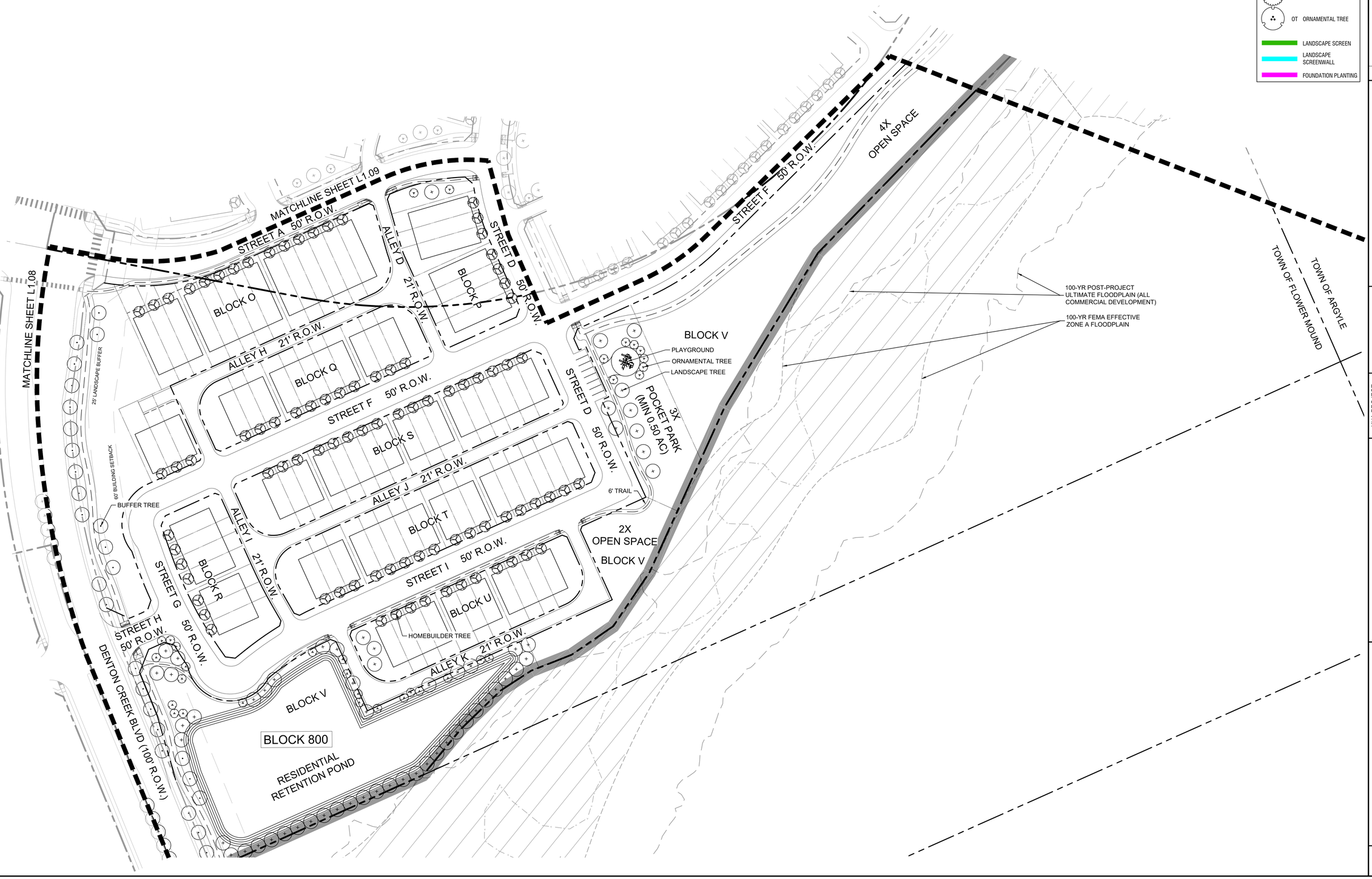
K:\DFW_CIVIL\060047600 - MONARCH FLOWER MOUND LANDSCAPE\CIVIL\01 PERMIT-CODE\PD AMENDMENT\SHEET
PLOTTED BY
Kyle.Brooks@kimley-horn.com | Last Plotted: 9/5/2025 8:29:11 AM

Exhibit - D



LEGEND

- BT BUFFER TREE
- HT HOMEBUILDER TREE
- LT LANDSCAPE TREE
- PT PARKING TREE
- OT ORNAMENTAL TREE
- LANDSCAPE SCREEN
- LANDSCAPE SCREENWALL
- FOUNDATION PLANTING

GRAPHIC SCALE IN FEET
60 0 30 60 120
1" = 60' @ 24X36

No.	REVISIONS	DATE	BY

Kimley»Horn
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PHONE: 214-817-0535
WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT 060047600
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY SCK
DRAWN BY SCK
CHECKED BY MTD

MONARCH EXHIBIT D

FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER
L1.10

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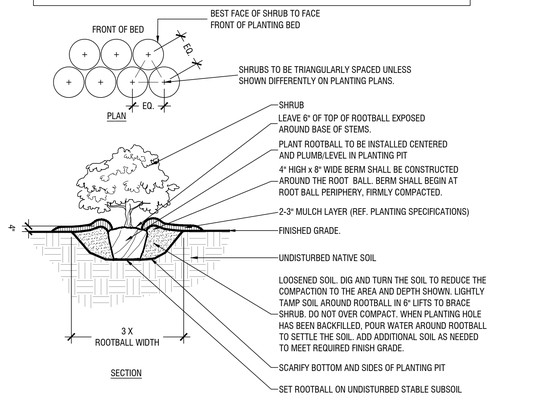
XREFS
ERASERS
LAST SAVED BY
PLOTTED ON
DWG PATH
PLOT STYLE

Exhibit - D

TOWN OF FLOWER MOUND PLANTING NOTES:

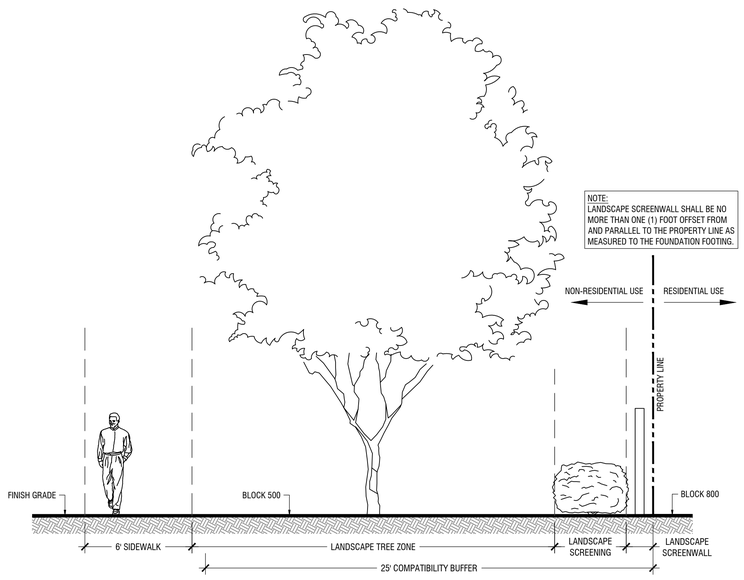
1. PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE TEXAS NURSERY AND LANDSCAPE ASSOCIATION (TNLA) GRADES AND STANDARDS.
2. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3 INCHES OF HARDWOOD OR OTHER MULCH.
3. TREES SHALL BE PLANTED AT LEAST 4 FEET FROM UTILITY LINE, CURB, WALK, FIRE CONNECTION, AND OUTSIDE ALL UTILITY EASEMENTS.
4. TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FEET.
5. A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS. SHRUBS ARE NOT TO EXCEED 30 INCHES IN HEIGHT. TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 9 FEET.
6. THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNOR AT ALL TIMES. THIS SHALL INCLUDE. BUT NOT LIMITED TO TO MOWING, EDGING, PRUNING, FERTILIZING, WATERING, AND OTHER ACTIVITIES NECESSARY FOR THE MAINTENANCE OF LANDSCAPED AREAS.
7. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY WITHIN 30 DAYS UNLESS OTHERWISE APPROVED IN WRITING BY THE TOWN OF FLOWER MOUND.
8. BEFORE CONSTRUCTION, THE LANDSCAPE CONTRACTOR AND GENERAL CONTRACTOR SHALL VERIFY AND LOCATE ALL EXISTING UTILITIES IN AREAS OF EXCAVATION.
9. PLEASE REFER TO ALL LANDSCAPE AND IRRIGATION SPECIFICATIONS.
10. ALL LANDSCAPE BEDS AND TURF AREAS SHALL BE SEPARATED WITH EDGING.
11. ALL LANDSCAPE BEDS SHALL BE 6 INCHES BELOW FINISH FLOOR.
12. ALL HYDROMULCH OR SOD AREAS SHALL BE BROUGHT TO + ½ INCH BY SITE GRADING CONTRACTOR. LANDSCAPE CONTRACTOR SHALL BRING ALL AREAS TO FINAL GRADE AND REMOVE ALL CLOD, ROCKS OR DEBRIS >1 INCH IN DIAMETER.
13. ALL LANDSCAPE SHALL BE 100% IRRIGATED. ALL IRRIGATION WITHIN DRIP LINES OF EXISTING TREES SHALL BE HAND DUG, AND LINE SHALL BE INSTALLED IN A RADIAL FASHION TOWARD THE TRUNK.
14. PLEASE NOTE THAT THE PERMEABLE AREAS UNDER THE DRIP LINE OF SPECIMEN AND PROTECTED TREES SHOULD BE LEFT AT NATURAL GRADE. NO CUTTING OR FILLING ARE TO OCCUR IN THESE AREAS.
15. ALL AREAS OF GRADING DISTURBANCE SHALL HAVE GRASS REESTABLISHED AT MINIMUM 75% COVERAGE PRIOR TO LETTER OF ACCEPTANCE FROM THE TOWN OF FLOWER MOUND. MEANS AND METHODS OF GRASS ESTABLISHMENT AND APPLICATION OF WATER FOR GRASS ESTABLISHMENT ARE AT THE DISCRETION OF THE OWNER AND CONTRACTOR.

NOTES:
1. REF. PLANTING SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. WHEN SHRUBS MASSED TOGETHER WITH GROUNDCOVER BEDS, ALL SOIL IN BED TO BE AMENDED. (REF. PLANTING SPECIFICATIONS)
3. WHEN SHRUBS ARE USED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS/HEIGHT.
4. REF. TO PLANT SCHEDULE AND PLANTING PLANS FOR SPACING/LAYOUT.



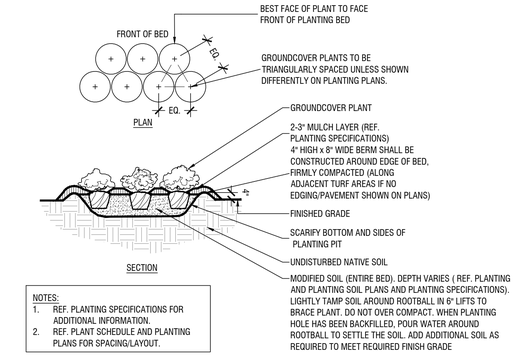
TYPICAL SHRUB PLANTING C

Scale: NTS



COMPATIBILITY BUFFER SECTION D

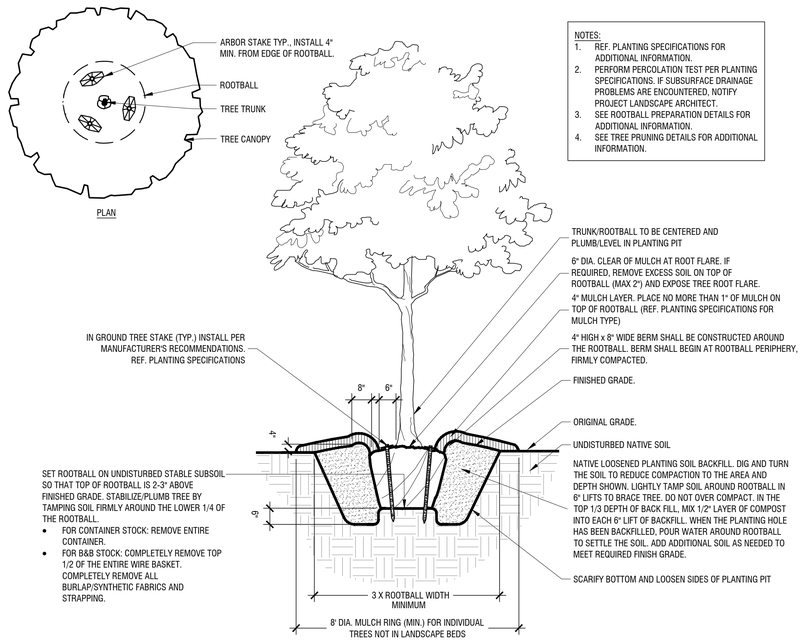
Scale: 1/4" = 1'-0"



NOTES:
1. REF. PLANTING SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. REF. PLANT SCHEDULE AND PLANTING PLANS FOR SPACING/LAYOUT.

TYPICAL GROUNDCOVER PLANTING B

Scale: NTS



NOTES:
1. REF. PLANTING SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. PERFORM PERCOLATION TEST PER PLANTING SPECIFICATIONS. IF SUBSURFACE DRAINAGE PROBLEMS ARE ENCOUNTERED, NOTIFY PROJECT LANDSCAPE ARCHITECT.
3. SEE ROOTBALL PREPARATION DETAILS FOR ADDITIONAL INFORMATION.
4. SEE TREE PRUNING DETAILS FOR ADDITIONAL INFORMATION.

TYPICAL TREE PLANTING A

Scale: NTS

Block 500 Street Buffer Trees

Standard	Total Street Frontage (Linear Feet)	Required	Provided
1 Tree per 30 Linear Feet (Excludes Driveways)	Monarch Pkwy 943 LF - 63 LF Future Driveways = 880 LF	30 Trees	30 Trees
1 Tree per 30 Linear Feet (Excludes Driveways)	Denton Creek Blvd 761 LF - 34 LF Future Driveways = 727 LF	24 Trees	24 Trees
1 Tree per 30 Linear Feet (Excludes Driveways)	Shared Access Drive 528 LF - 31 LF Future Driveways = 497 LF	17 Trees	17 Trees

Block 500 Parking Lot Trees

Standard	# of Parking Spaces	Required	Provided
1 Tree per 10 Parking Stalls (All parking spaces must be within 50 Feet of a tree)	732 Stalls	74 Trees	103 Trees

Block 500 Retention Pond Trees

Standard	Total Retention Pond area (Square Feet)	Required	Provided
Surface areas greater than 35,000 square feet, 49 trees must be provided, plus one (1) additional tree for every 1,400 square feet remaining.	129,038 SF	117 Trees	117 Trees

Block 500 Street Yard Trees

Standard	Total Street Yard (Square Feet)	Required	Provided
For street yards over 10,000 square feet in area, 10 trees shall be required for the first 10,000 square feet plus one additional tree shall be required for each 2,500 square feet, or fraction of such amount, of street yard area in excess of 10,000 square feet	18,415 SF	13 Trees	17 Trees
For street yards over 110,000 square feet in area, 50 trees shall be required for the first 110,000 square feet plus one additional tree shall be required for each 5,000 square feet, or fraction of such amount, of street yard area in excess of 110,000 square feet	210,239 SF	70 Trees	80 Trees
For street yards over 110,000 square feet in area, 50 trees shall be required for the first 110,000 square feet plus one additional tree shall be required for each 5,000 square feet, or fraction of such amount, of street yard area in excess of 110,000 square feet	311,382 SF	90 Trees	95 Trees

Block 500 Compatability Buffer Trees

Standard	Total Street Yard (Square Feet)	Required	Provided
1 Tree shall be required for every 400 SF of compatability buffer space	27,094 SF / 400 SF= 67.7 Trees	68 Trees	68 Trees

Block 600 Street Buffer Trees

Standard	Total Street Frontage (Linear Feet)	Required	Provided
1 Tree per 30 Linear Feet (Excludes Driveways)	Schmitz Ave 1,006 LF - 98 LF Future Driveways = 908 LF	30 Trees	30 Trees

Block 600 Parking Lot Trees

Standard	# of Parking Spaces	Required	Provided
1 Tree per 10 Parking Stalls (All parking spaces must be within 50 Feet of a tree)	438 Stalls	44 Trees	52 Trees

Block 600 Street Yard Trees

Standard	Total Street Yard (Square Feet)	Required	Provided
For street yards over 110,000 square feet in area, 50 trees shall be required for the first 110,000 square feet plus one additional tree shall be required for each 5,000 square feet, or fraction of such amount, of street yard area in excess of 110,000 square feet	218,561 SF	72 Trees	72 Trees

Block 700 Street Buffer Trees

Standard	Total Street Frontage (Linear Feet)	Required	Provided
1 Tree per 30 Linear Feet (Excludes Driveways)	Schmitz Ave 713 LF - 34 LF Future Driveways = 679 LF	23 Trees	23 Trees
1 Tree per 30 Linear Feet (Excludes Driveways)	Denton Creek Blvd 855 LF - 48 LF Future Driveways = 807 LF	27 Trees	27 Trees

Block 700 Parking Lot Trees

Standard	# of Parking Spaces	Required	Provided
1 Tree per 10 Parking Stalls (All parking spaces must be within 50 Feet of a tree)	291 Stalls	30 Trees	30 Trees

Block 700 Retention Pond Trees

Standard	Total Retention Pond area (Square Feet)	Required	Provided
Surface areas greater than 35,000 square feet, 49 trees must be provided, plus one (1) additional tree for every 1,400 square feet remaining.	163,909 SF	141 Trees	141 Trees 62 Trees on L1.07 79 Trees on L1.08

Block 700 Street Yard Trees

Standard	Total Street Yard (Square Feet)	Required	Provided
For street yards over 110,000 square feet in area, 50 trees shall be required for the first 110,000 square feet plus one additional tree shall be required for each 5,000 square feet, or fraction of such amount, of street yard area in excess of 110,000 square feet	277,692 SF	84 Trees	84 Trees

Block 800 Street Buffer Trees

Standard	Total Street Frontage (Linear Feet)	Required	Provided
1 Tree per 30 Linear Feet (Excludes Driveways)	Denton Creek Blvd 1,751 LF - 114 LF Future Driveways = 1,637 LF	55 Trees	55 Trees

Block 800 Residential Trees

Standard	Total Residential Lots	Required	Provided
One (1) tree shall be planted for each attached and detached single family lot. Required tree planting shall be located in the front or side yard.	250 Lots	250 Trees	250 Trees

Block 800 Retention Pond Trees

Standard	Total Retention Pond area (Square Feet)	Required	Provided
Surface areas greater than 35,000 square feet, 49 trees must be provided, plus one (1) additional tree for every 1,400 square feet remaining.	60,912 SF	68 Trees	68 Trees

Block 100 Street Buffer Trees

Standard	Total Street Frontage (Linear Feet)	Required	Provided
1 Tree per 30 Linear Feet (Excludes Driveways)	Denton Creek Blvd 528 LF	18 Trees	18 Trees
1 Tree per 30 Linear Feet (Excludes Driveways)	Monarch Pkwy 1,431 LF - 79 LF Future Driveways = 1,352 LF	45 Trees	45 Trees
1 Tree per 30 Linear Feet (Excludes Driveways)	I35W 1,262 LF - 184 LF Future Driveways = 1,078 LF	36 Trees	36 Trees

Block 100 Parking Lot Trees

Standard	# of Parking Spaces	Required	Provided
1 Tree per 10 Parking Stalls (All parking spaces must be within 50 Feet of a tree)	603 Stalls	61 Trees	74 Trees

Block 100 Street Yard Trees

Standard	Total Street Yard (Square Feet)	Required	Provided
For street yards over 110,000 square feet in area, 50 trees shall be required for the first 110,000 square feet plus one additional tree shall be required for each 5,000 square feet, or fraction of such amount, of street yard area in excess of 110,000 square feet	362,497 SF	101 Trees	197

Block 200 Street Buffer Trees

Standard	Total Street Frontage (Linear Feet)	Required	Provided
1 Tree per 30 Linear Feet (Excludes Driveways)	Monarch Pkwy 1,538 LF - 113 LF Future Driveways = 1,422 LF	47 Trees	47 Trees
1 Tree per 30 Linear Feet (Excludes Driveways)	Denton Creek Blvd 754 LF - 48 LF Future Driveways = 706 LF	24 Trees	24 Trees

Block 200 Parking Lot Trees

Standard	# of Parking Spaces	Required	Provided
1 Tree per 10 Parking Stalls (All parking spaces must be within 50 Feet of a tree)	1,365 Stalls	137 Trees	137 Trees

Block 200 Street Yard Trees

Standard	Total Street Yard (Square Feet)	Required	Provided
For street yards over 10,000 square feet in area, 10 trees shall be required for the first 10,000 square feet plus one additional tree shall be required for each 2,500 square feet, or fraction of such amount, of street yard area in excess of 10,000 square feet	56,122 SF	28 Trees	28 Trees
For street yards over 110,000 square feet in area, 50 trees shall be required for the first 110,000 square feet plus one additional tree shall be required for each 5,000 square feet, or fraction of such amount, of street yard area in excess of 110,000 square feet	343,980 SF	97 Trees	97 Trees

Block 300 Street Buffer Trees

Standard	Total Street Frontage (Linear Feet)	Required	Provided
1 Tree per 30 Linear Feet (Excludes Driveways)	Monarch Pkwy 904 LF - 41 LF Future Driveways = 863 LF	29 Trees	29 Trees
1 Tree per 30 Linear Feet (Excludes Driveways)	Monarch Pkwy 687 LF - 35 LF Future Driveways = 652 LF	22 Trees	22 Trees
1 Tree per 30 Linear Feet (Excludes Driveways)	Denton Creek Blvd 518 LF	17 Trees	17 Trees
1 Tree per 30 Linear Feet (Excludes Driveways)	I35W 840 LF	28 Trees	28 Trees

Block 300 Parking Lot Trees

Standard	# of Parking Spaces	Required	Provided
1 Tree per 10 Parking Stalls (All parking spaces must be within 50 Feet of a tree)	595 Stalls	60 Trees	67 Trees

Block 300 Street Yard Trees

Standard	Total Street Yard (Square Feet)	Required	Provided
For street yards over 10,000 square feet in area, 10 trees shall be required for the first 10,000 square feet plus one additional tree shall be required for each 2,500 square feet, or fraction of such amount, of street yard area in excess of 10,000 square feet	109,748 SF	50 Trees	61 Trees
For street yards over 110,000 square feet in area, 50 trees shall be required for the first 110,000 square feet plus one additional tree shall be required for each 5,000 square feet, or fraction of such amount, of street yard area in excess of 110,000 square feet	154,841 SF	59 Trees	81 Trees

Block 400 Street Buffer Trees

Standard	Total Street Frontage (Linear Feet)	Required	Provided
1 Tree per 30 Linear Feet (Excludes Driveways)	Shared Access Drive 633 LF - 39 LF Future Driveways = 594 LF	20 Trees	20 Trees
1 Tree per 30 Linear Feet (Excludes Driveways)	Monarch Pkwy 775 LF - 39 LF Future Driveways = 736 LF	25 Trees	25 Trees
1 Tree per 30 Linear Feet (Excludes Driveways)	I35W 620 LF	21 Trees	21 Trees

Block 400 Parking Lot Trees

Standard	# of Parking Spaces	Required	Provided
1 Tree per 10 Parking Stalls (All parking spaces must be within 50 Feet of a tree)	496 Stalls	50 Trees	50 Trees

Block 400 Street Street Yard Trees

Standard	Total Street Yard (Square Feet)	Required	Provided
For street yards over 10,000 square feet in area, 10 trees shall be required for the first 10,000 square feet plus one additional tree shall be required for each 2,500 square feet, or fraction of such amount, of street yard area in excess of 10,000 square feet	73,786 SF	36 Trees	36 Trees
For street yards over 110,000 square feet in area, 50 trees shall be required for the first 110,000 square feet plus one additional tree shall be required for each 5,000 square feet, or fraction of such amount, of street yard area in excess of 110,000 square feet	124,394 SF	53 Trees	53 Trees

No.	REVISIONS	DATE	BY

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KHA PROJECT 060047600
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY SCK
DRAWN BY SCK
CHECKED BY MTD

MONARCH EXHIBIT D

FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER
L1.11

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USERNAME: dbrock2 XREFS: ADDITIONS: PLOT STAMP: 8/5/2026 9:03 AM DWG NAME: K:\DCH_DWG\060047600 - MONARCH FLOWER MOUND\LANDSCAPE\PD\SD01 PERMIT CODE\PD AMENDMENT\SHEET L1.11 CONCEPTUAL LANDSCAPE PLAN.DWG LAYOUT: L1.11 Tab: Model
EP(0)(0)TN, Dw(0)(0)W1 F, u(0) L(0)(0)(0)(0), Lw(-)F 2250A, Mgn(1.25), Vsh EP(0)(0)TN, Dw(0)(0)W1 F, u(0) L(0)(0)(0)(0), Lw(-)F 2250A, Mgn(1.25), Vsh
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xSite-Master ; xRoad-Schmitz-York ; xSite-I35-TxDOT ; xSite-NL ; xHard ; xHard ; xHard ; xHard ; xSite-INF1 ; xBrock-INF1 ;

Exhibit - D

100-YR FEMA EFFECTIVE ZONE A FLOODPLAIN

100-YR FEMA EFFECTIVE ZONE AE FLOODPLAIN

100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)

AVALON AT ARGYLE DEVELOPMENT

100-YR FEMA EFFECTIVE ZONE AE FLOODPLAIN

100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)

100-YR FEMA EFFECTIVE ZONE A FLOODPLAIN

I-35W

SHARED ACCESS DRIVE

MONARCH PKWY

MONARCH PKWY

MONARCH PKWY

I-35W

DENTON CREEK BLVD

SCHMITZ BLVD

APPROXIMATE LOCATION OF EXISTING SPECIMEN TREE

7990

100-YR PRELIMINARY FEMA FLOODPLAIN

100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)

CANYON FALLS DEVELOPMENT

CANYON FALLS VILLAGE 3 DEVELOPMENT

N

W E

S

GRAPHIC SCALE IN FEET

200 0 100 200 400

1" = 200' @ 24X36

LEGEND

SPECIMEN TREE

No.	REVISIONS	DATE	BY

Kimley»Horn

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KHA PROJECT 060047600

DATE AUGUST 2026

SCALE AS SHOWN

DESIGNED BY SCK

DRAWN BY SCK

CHECKED BY MTD

MONARCH EXHIBIT D

FLOWER MOUND, TEXAS

SPECIMEN TREE SURVEY

SHEET NUMBER

L2.00

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XREFS
ESTIMATED PLOT TIME
PLOT DATE/TIME
DWG PATH
DWG NAME

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20250825 12:56 PM
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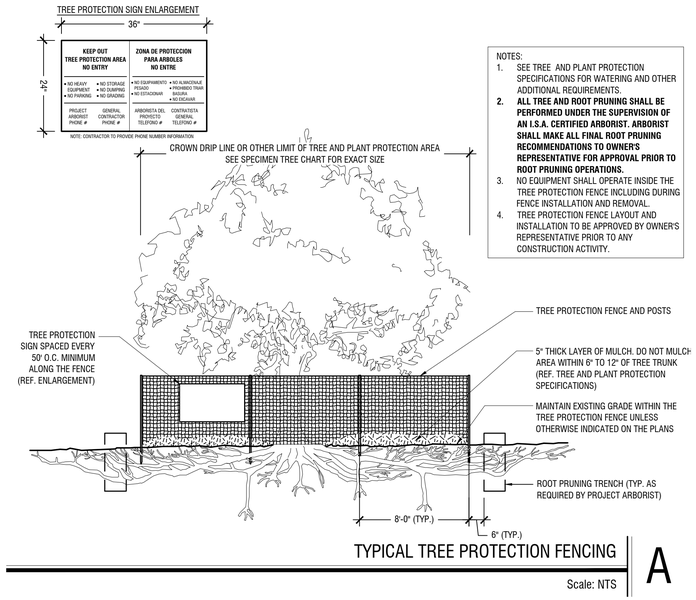
Exhibit - D



NOTES:
1. SEE TREE AND PLANT PROTECTION SPECIFICATIONS FOR WATERING AND OTHER ADDITIONAL REQUIREMENTS.
2. **ALL TREE AND ROOT PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF AN I.S.A. CERTIFIED ARBORIST. ARBORIST SHALL MAKE ALL FINAL ROOT PRUNING RECOMMENDATIONS TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO ROOT PRUNING OPERATIONS.**
3. NO EQUIPMENT SHALL OPERATE INSIDE THE TREE PROTECTION FENCE INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
4. TREE PROTECTION FENCE LAYOUT AND INSTALLATION TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO ANY CONSTRUCTION ACTIVITY.

TYPICAL TREE PROTECTION FENCING

Scale: NTS

A

GRAPHIC SCALE IN FEET
30 0 15 30 60
1" = 30' @ 24X36

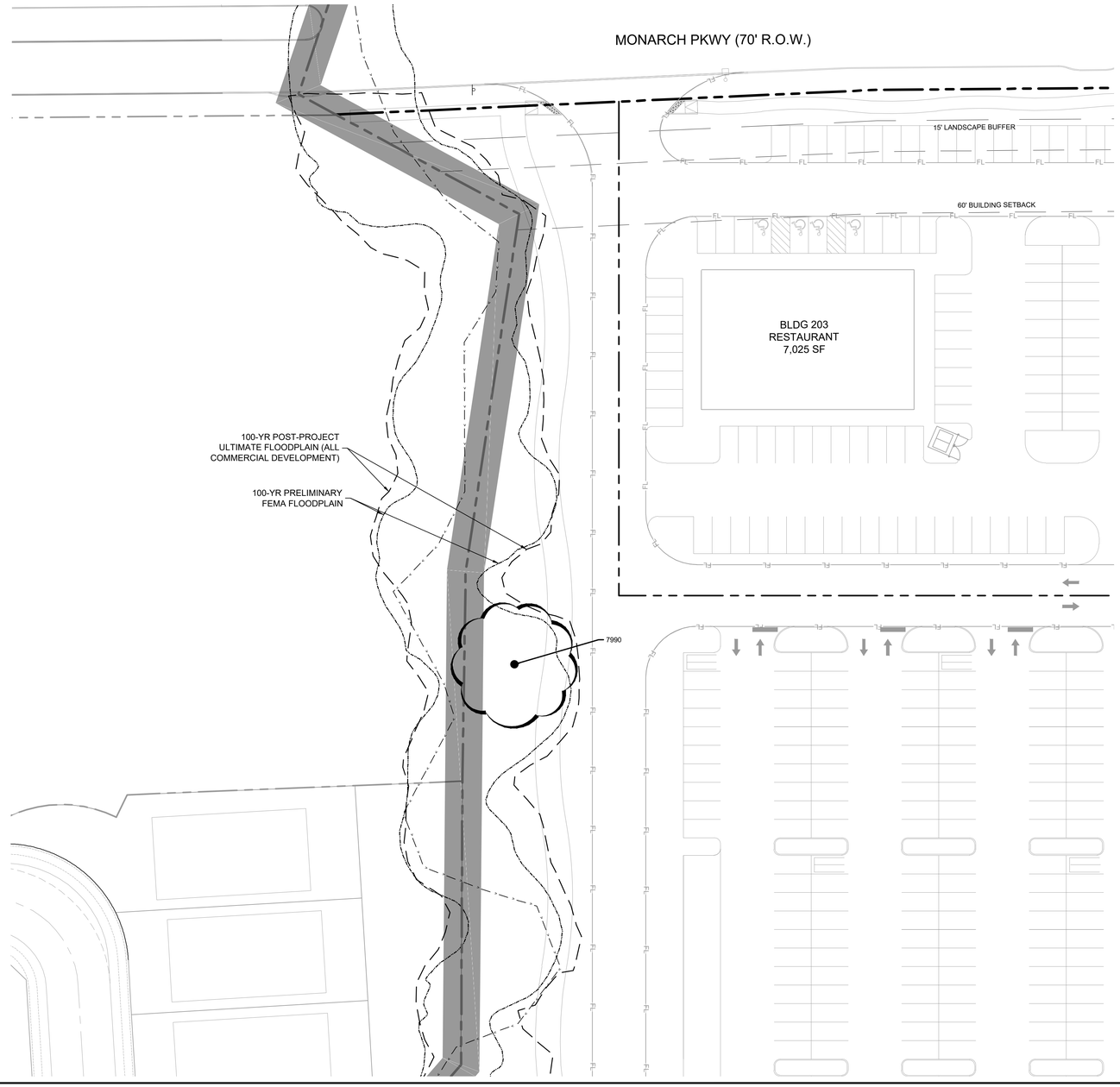
LEGEND

SPECIMEN TREE

TREE CHART

Tag No.	DBH	Common Name	Scientific Name	Avg Canopy Spread	Coordinates: Northing	Coordinates: Easting	Condition	Multi-Stem	Protection Status	Location	Status
7990	34.2	American Elm	*Ulmus americana*	75 FT	7078397.499	2356938.828	Healthy	Multi	Specimen	Buildable Area	Remain

NOTE:
TREE SURVEYS ACCOUNTING FOR PROTECTION STATUS OF TREES SHALL BE PROVIDED AT THE SITE PLAN STAGE AND COMPLY WITH SEC. 94-23 OF THE TOWN'S CODE OF ORDINANCES.



No.	REVISIONS	DATE	BY

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KHA PROJECT	060047600
DATE	AUGUST 2026
SCALE	AS SHOWN
DESIGNED BY	SCK
DRAWN BY	SCK
CHECKED BY	MTD

MONARCH EXHIBIT D

FLOWER MOUND, TEXAS

SPECIMEN TREE SURVEY

SHEET NUMBER
L2.01

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IMAGES
XREFS
ATTACH (Overlay)
LAST SAVED BY
PLOT DATE
DWG PATH
PLOT NAME
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Exhibit - E

N
W E
S

0 200' 400'
GRAPHIC SCALE 200'

NOTES

1. THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN AT THE SUBDIVISION SITE PLAN STAGE.
2. ALL PUBLIC TRAILS SHALL BE INSTALLED AT AN ELEVATION TO PREVENT INUNDATION WITH 100-YEAR FLOODING EVENTS. PRIVATE TRAILS SUBJECT TO INUNDATION WITH 100-YEAR FLOODING EVENTS MAY REQUIRE ADVANCED WARNING SIGNAGE IDENTIFYING THE TRAIL FOR PERIODIC FLOODING.

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- TOWN LIMITS
- 100-YR POST-PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)
- 100-YR FEMA EFFECTIVE FLOODPLAIN
- 100-YR PRELIMINARY FEMA FLOODPLAIN
- 12' TRAIL
- 6' TRAIL
- EFFECTIVE FEMA FLOODPLAIN
- WET RETENTION POND
- PD OPEN SPACE *+/- 23.20 ACRES*
- PARKLAND *+/- 10.39 ACRES*
- POLLINATOR ZONE *+/- 12.71 ACRES*

PARKLAND

TOTAL PARKLAND DEDICATION	10.39 AC
WITHIN FLOODPLAIN	*3.86 AC*
NET DEDICATION	*6.53 AC*

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TX 75080
PHONE: 214-617-0535
WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT 060047600
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY MTD
DRAWN BY KVB
CHECKED BY MTD

MONARCH EXHIBIT E

FLOWER MOUND, TEXAS

CONCEPTUAL CIRCULATION AND OPEN SPACE PLAN

SHEET NUMBER

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

XREFS
xSite-INFI xBndy-Master xSite-Remainder-NE xSite-Remainder-NW xSite-Remainder-SW xRoad-Schmitz-Vols xSite-I35-TxDOT xSite-Remainder-SE xHard xBndy-INFI xBndy-Future xSite-Master xBdn-J xTrails-Parks xHard_Monarch xFloodplain-Master
LAST SAVED
9/4/2026 8:51 AM
PLOTTED BY
KYLE.BAUER
PLOT DATE
9/4/2026 9:51 AM
DWG PATH
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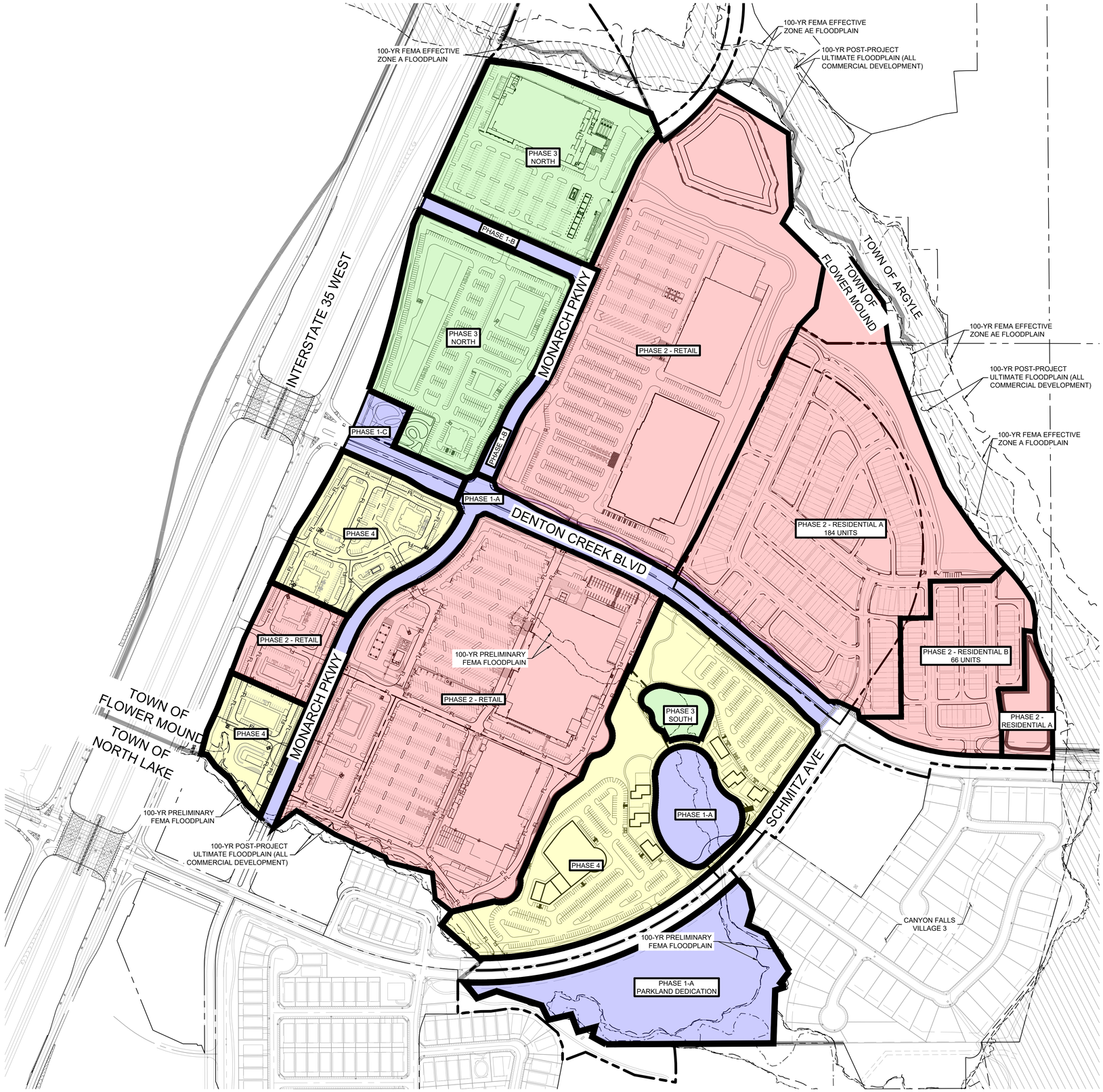
DWG NAME
EXHIBIT E CONCEPTUAL CIRCULATION AND OPEN SPACE PLAN.DWG, [24x36]



N
W E
S

0 200' 400'
GRAPHIC SCALE 200'

NOTES

1. THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN AT THE SUBDIVISION SITE PLAN STAGE.

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- TOWN LIMITS
- 100-YR POST PROJECT ULTIMATE FLOODPLAIN (ALL COMMERCIAL DEVELOPMENT)
- 100-YR FEMA EFFECTIVE FLOODPLAIN
- 100-YR PRELIMINARY FEMA FLOODPLAIN
- EFFECTIVE FEMA FLOODPLAIN
- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TX 75080
PHONE: 214-817-0535
WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT 060047600
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY MTD
DRAWN BY KVB
CHECKED BY MTD

MONARCH EXHIBIT F

FLOWER MOUND, TEXAS

PHASING PLAN

SHEET NUMBER

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XREFS
ESKOOTON, EAGONDEN, L, L4013-91000, LandP 2013R1, MainEXH, Tex
XRefs:
Site-INFT, dfwcy-Master, LaRoosevelt-Normal, JCole-Remainder, NE, xSite-Remainder-NW, xSite-Remainder-SW, xRoad-Schmitz-York, xSite-135-TxDOT, xSite-Remainder-SE, xHard, xSUM-INFT, xBody-Future, xSite-Master, xBody-INFT, xSub-P, xHard, Monarch
LAST SAVED BY
TUESDAY, JULY 14, 2026 AT 8:05 AM
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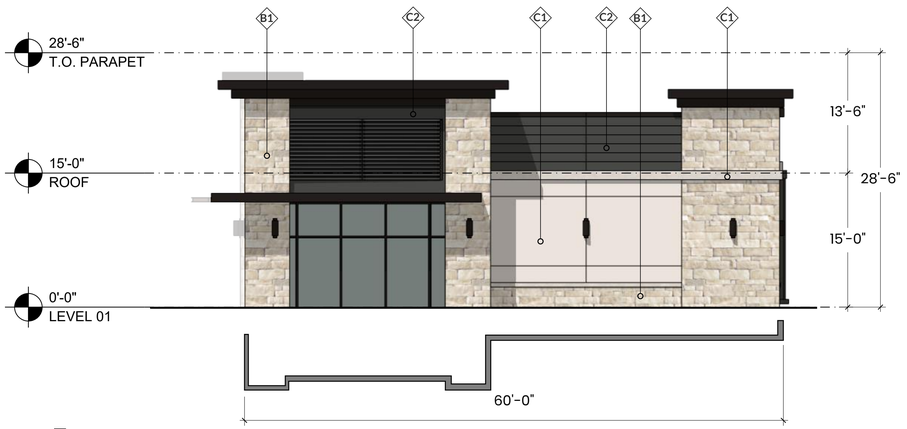
DWG NAME
Exhibit - F Phasing Plan.dwg



4 RIGHT ELEVATION - IN-LINE RETAIL
SCALE: 1/8" = 1'-0"

3 LEFT ELEVATION - IN-LINE RETAIL
SCALE: 1/8" = 1'-0"

	In-Line Retail Building	Front		Back		Left		Right		Building Totals	
1	**Total Façade SF**	5,077		4,760		1,430		1,430		12,697	
2	Façade SF(minus windows & doors)	3,302		4,590		1,245		1,245		10,382	
3	**Doors & Windows**	1,775		170		185		185		2,315	
		SF	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**
4	**Primary Material Totals**	**2,815**	**85.2%**	**4,370**	**95.2%**	**1,100**	**88.3%**	**1,100**	**88.3%**	**9,385**	**90.3%**
	Stone	980	29.6%	940	20.4%	515	41.3%	515	41.3%	2,950	28.4%
	Brick	910	27.5%	310	6.7%	0	0.0%	0	0.0%	1,220	11.7%
	Painted-Tilt Wall	925	28.0%	3,120	67.9%	585	46.9%	585	46.9%	5,215	50.2%
5	**Secondary Material Totals**	**487**	**14.7%**	**220**	**4.7%**	**145**	**11.6%**	**145**	**11.6%**	**1,190**	**11.4%**
	Cementitious Lap Siding	162	4.9%	205	4.4%	80	6.4%	80	6.4%	525	5.0%
	Metal	325	9.8%	15	0.3%	65	5.2%	65	5.2%	665	6.4%

ELEVATIONS ON PAGE

2 BACK ELEVATION - IN-LINE RETAIL
SCALE: 1/8" = 1'-0"

1 FRONT ELEVATION - IN-LINE RETAIL
SCALE: 1/8" = 1'-0"

BRICK 1

ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136

BRICK 2

ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003

BRICK 3

ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806

STONE 1

Solado Stone
Sonoma Buff Lueders

STONE 2

Coronado Stone
Smooth Limestone
White Sands

PAINT 1 USED ON TILT-WALL & STUCCO

Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229

PAINT 2 USED ON TILT-WALL & STUCCO

Integral Color: SW 7069
Iron Ore
RGB: 67/ 67/ 65

PAINT 3 USED ON TILT-WALL & STUCCO

Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164

SIDING

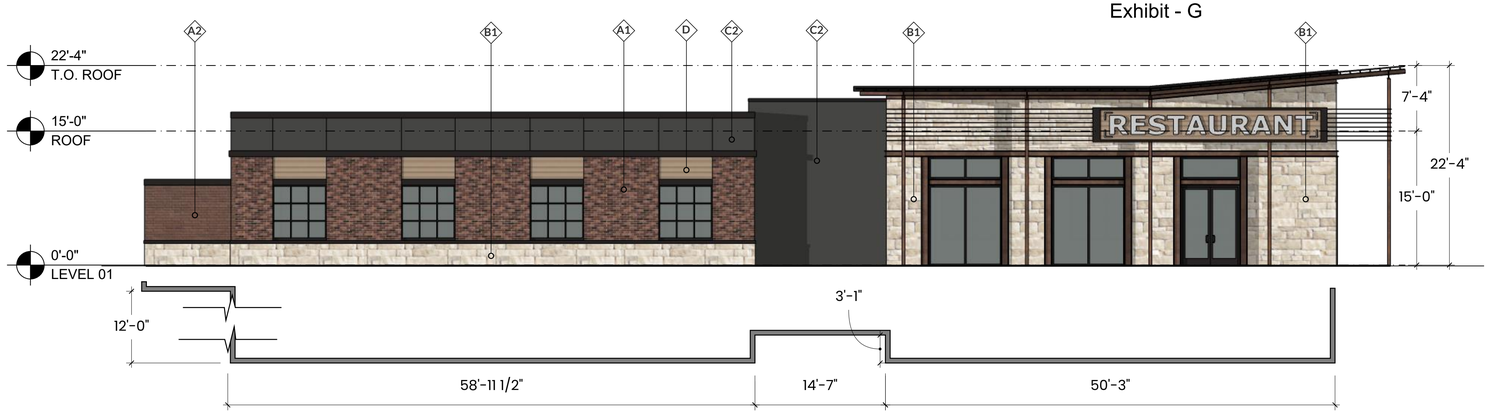
Cementitious Lap Siding
Integral Color

METAL - STANDING SEAM

Tee-Panel
Standing Seam System

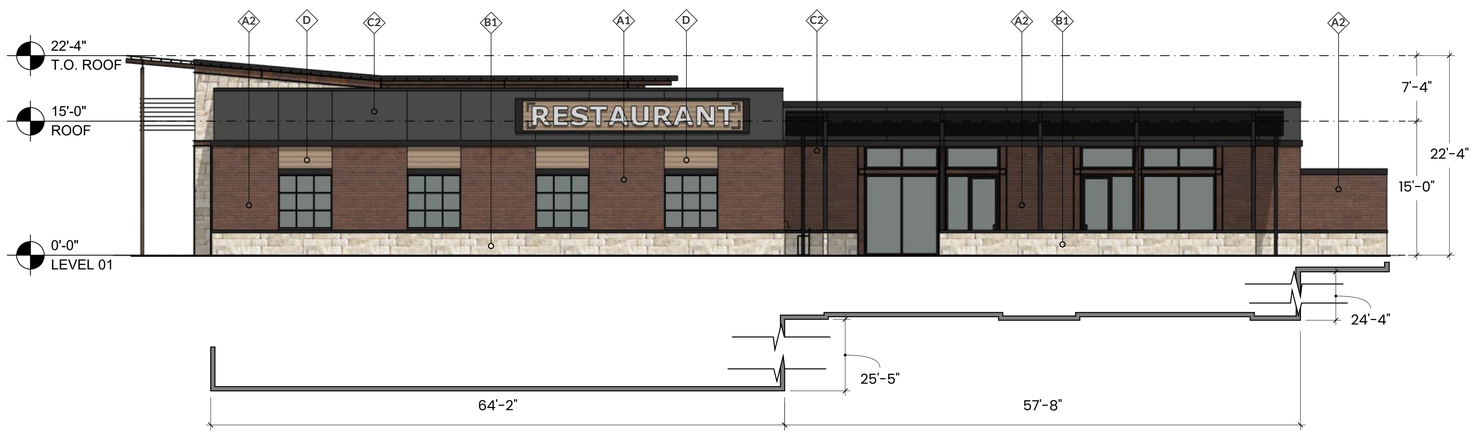
METAL ACCENT

Color: Dark Bronze



4 FRONT ELEVATION - SIT-DOWN RESTARAUNT

SCALE: 1/8" = 1'-0"



3 BACK ELEVATION - SIT-DOWN RESTARAUNT

SCALE: 1/8" = 1'-0"

2 RIGHT ELEVATION - SIT-DOWN RESTARAUNT

SCALE: 1/8" = 1'-0"

1 LEFT ELEVATION - SIT-DOWN RESTARAUNT

SCALE: 1/8" = 1'-0"

	Restaurant Building	Front		Back		Left		Right		Building Totals	
1	**Total Façade SF**	2,365		2,270		1,590		1,690		7,915	
2	Façade SF(minus windows & doors)	1,920		1,785		1,410		1,330		6,445	
3	**Doors & Windows**	445		485		180		360		1,470	
		SF	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**
4	**Primary Material Totals**	**1,655**	**86.1%**	**1,485**	**83.1%**	**1,150**	**81.5%**	**1,200**	**90.2%**	**5,490**	**85.1%**
	Stone	745	38.8%	345	19.3%	310	21.9%	620	46.6%	2,020	31.3%
	Brick	430	22.3%	680	38.0%	510	36.1%	235	17.6%	1,855	28.7%
	Stucco	480	25.0%	460	25.7%	330	23.4%	345	25.9%	1,615	25.0%
5	**Secondary Material Totals**	**265**	**13.8%**	**300**	**16.8%**	**260**	**18.4%**	**130**	**9.7%**	**955**	**14.8%**
	Cementitious Lap Siding	175	9.1%	240	13.4%	150	10.6%	80	6.0%	645	10.0%
	Metal	90	4.6%	60	3.3%	110	7.8%	50	3.7%	310	4.8%

ELEVATIONS ON PAGE

BRICK 1

ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136

BRICK 2

ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003

BRICK 3

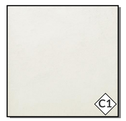
ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806

STONE 1

Solado Stone
Sonoma Buff Lueders

STONE 2

Coronado Stone
Smooth Limestone
White Sands



PAINT 1 USED ON TILT-WALL & STUCCO

Integral Color: SW 7004 Snowbound
RGB: 237 / 234 / 229

PAINT 2 USED ON TILT-WALL & STUCCO

Integral Color: SW 7069 Iron Ore
RGB: 67/ 67/ 65

PAINT 3 USED ON TILT-WALL & STUCCO

Integral Color: SW 7650 Ellie Gray
RGB: 170 / 169 / 164

SIDING

Cementitious Lap Siding
Integral Color

METAL - STANDING SEAM

Tee-Panel
Standing Seam System

METAL ACCENT

Color: Dark Bronze

Exhibit - G

BRICK 1

ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136

BRICK 2

ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003

BRICK 3

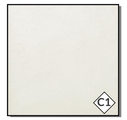
ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806

STONE 1

Solado Stone
Sonoma Buff Lueders

STONE 2

Coronado Stone
Smooth Limestone
White Sands

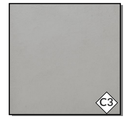


PAINT 1 USED ON TILT-WALL & STUCCO

Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229

PAINT 2 USED ON TILT-WALL & STUCCO

Integral Color: SW 7069
Iron Ore
RGB: 67/ 67/ 65



PAINT 3 USED ON TILT-WALL & STUCCO

Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164

SIDING

Cementitious Lap Siding
Integral Color

METAL - STANDING SEAM

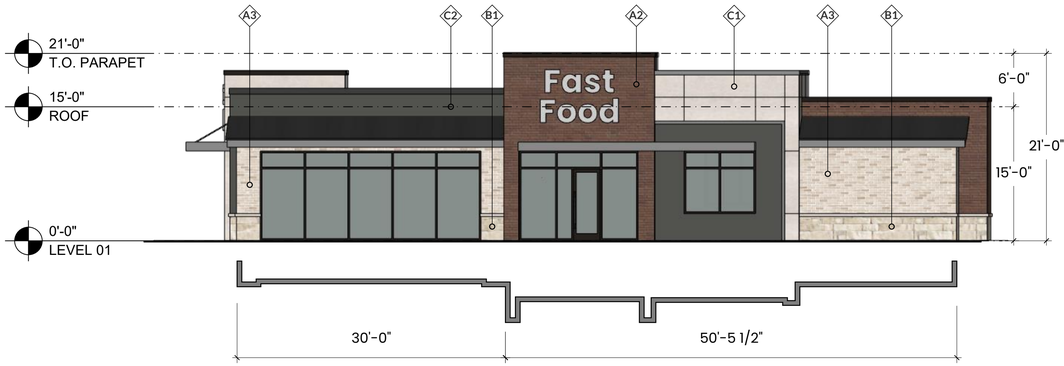
Tee-Panel
Standing Seam System

METAL ACCENT

Color: Dark Bronze

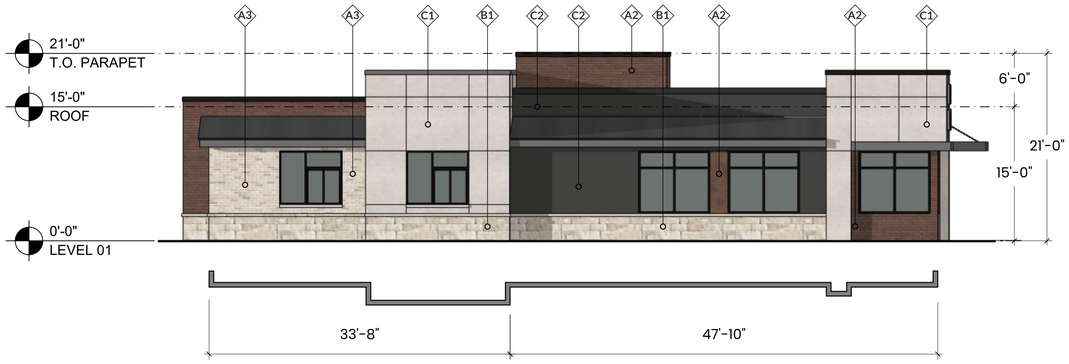
	Fast Food Building	Front		Back		Left		Right		Building Totals	
1	**Total Façade SF**	1,475		1,490		700		611		4,276	
2	Façade SF(minus windows & doors)	985		1,270		535		611		3,401	
3	**Doors & Windows**	490		220		165		0		875	
		SF	%	SF	%	SF	%	SF	%	SF	%
4	**Primary Material Totals**	**835**	**84.7%**	**1,050**	**82.6%**	**505**	**94.3%**	**575**	**94.1%**	**2,965**	**87.1%**
	Stone	90	9.1%	215	16.9%	75	14.0%	130	21.2%	510	14.9%
	Brick	410	41.6%	230	18.1%	100	18.6%	445	72.8%	1,185	34.8%
	Stucco	335	34.0%	605	47.6%	330	61.6%	0	0.0%	1,270	37.3%
5	**Secondary Material Totals**	**150**	**15.2%**	**220**	**17.3%**	**30**	**5.6%**	**36**	**5.8%**	**436**	**12.8%**
	Cementitious Lap Siding	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
	Metal	150	15.2%	220	17.3%	30	5.6%	36	5.8%	436	12.8%

ELEVATIONS ON PAGE



4 FRONT ELEVATION - FAST FOOD USER

SCALE: 1/8" = 1'-0"

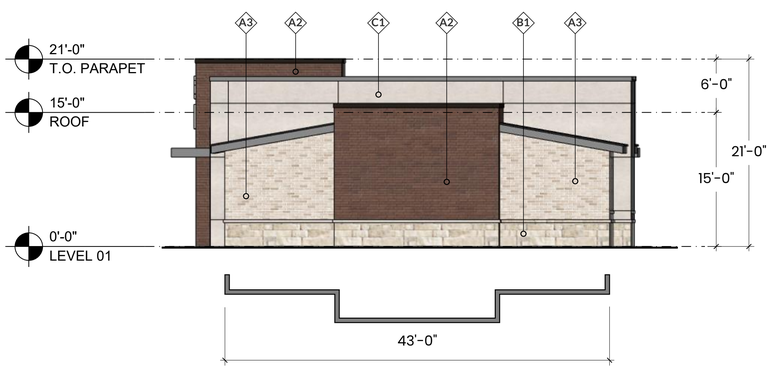


2 BACK ELEVATION - FAST FOOD USER

SCALE: 1/8" = 1'-0"

3 LEFT ELEVATION - FAST FOOD USER

SCALE: 1/8" = 1'-0"



1 RIGHT ELEVATION - FAST FOOD USER

SCALE: 1/8" = 1'-0"

Exhibit - G

BRICK 1

ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136

BRICK 2

ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003

BRICK 3

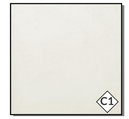
ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806

STONE 1

Solado Stone
Sonoma Buff Lueders

STONE 2

Coronado Stone
Smooth Limestone
White Sands

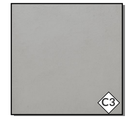


PAINT 1 USED ON TILT-WALL & STUCCO

Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229

PAINT 2 USED ON TILT-WALL & STUCCO

Integral Color: SW 7069
Iron Ore
RGB: 67/ 67/ 65



PAINT 3 USED ON TILT-WALL & STUCCO

Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164

SIDING

Cementitious Lap Siding
Integral Color

METAL - STANDING SEAM

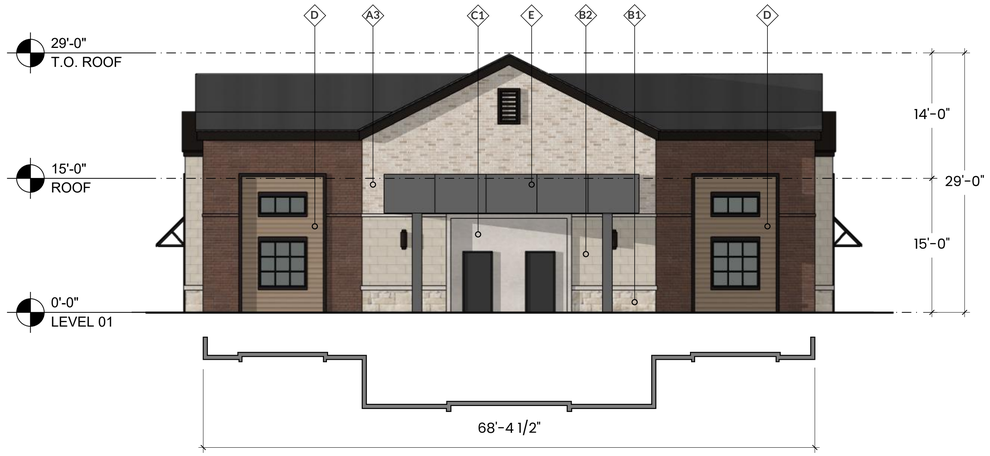
Tee-Panel
Standing Seam System

METAL ACCENT

Color: Dark Bronze

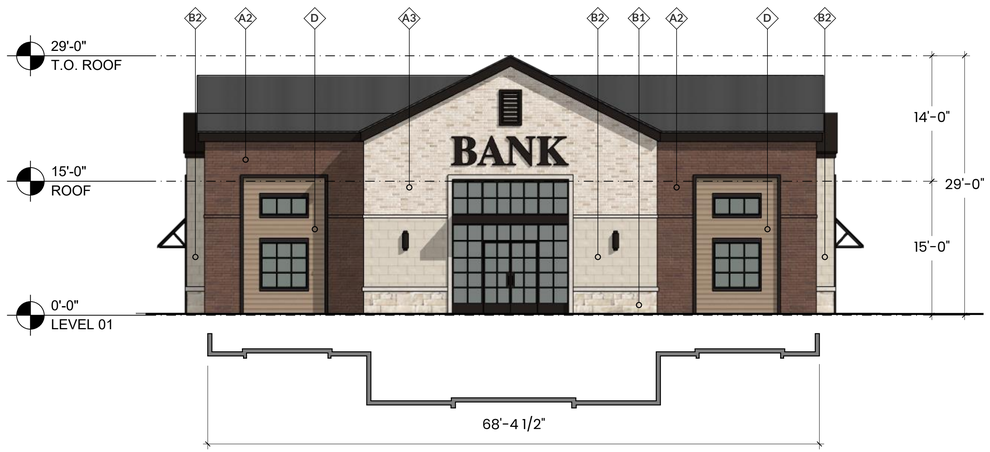
	Bank Building	Front		Back		Left		Right		Building Totals	
1	**Total Façade SF**	1,505		1,660		1,380		1,380		5,925	
2	Façade SF(minus windows & doors)	1,215		1,370		1,305		1,305		5,195	
3	**Doors & Windows**	290		290		75		75		730	
		SF	%	SF	%	SF	%	SF	%	SF	%
4	**Primary Material Totals**	**1,015**	**83.5%**	**1,100**	**80.2%**	**1,285**	**98.4%**	**1,285**	**98.4%**	**4,685**	**90.1%**
	Stone	285	23.4%	300	21.8%	625	47.8%	625	47.8%	1,835	35.3%
	Brick	730	60.0%	690	50.3%	450	34.4%	450	34.4%	2,320	44.6%
	Stucco	0	0.0%	110	8.0%	210	16.0%	210	16.0%	530	10.2%
5	**Secondary Material Totals**	**200**	**16.4%**	**270**	**19.7%**	**20**	**1.5%**	**20**	**1.5%**	**510**	**9.8%**
	Cementitious Lap Siding	200	16.4%	155	11.3%	0	0.0%	0	0.0%	355	6.8%
	Metal	0	0.0%	115	8.3%	20	1.5%	20	1.5%	155	2.9%

ELEVATIONS ON PAGE



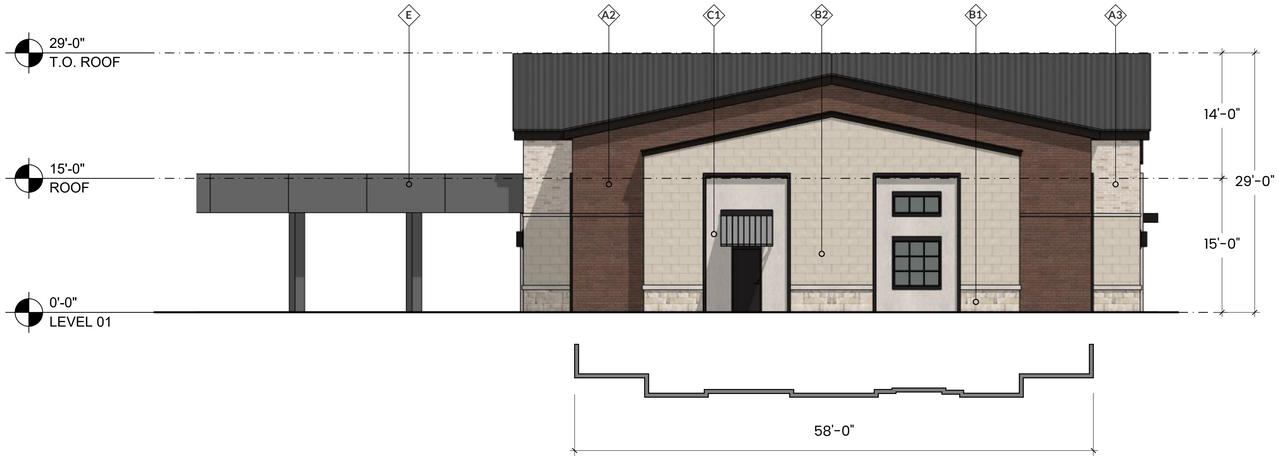
4 BACK ELEVATION - BANK

SCALE: 1/8" = 1'-0"



3 FRONT ELEVATION - BANK

SCALE: 1/8" = 1'-0"



2 LEFT ELEVATION - BANK

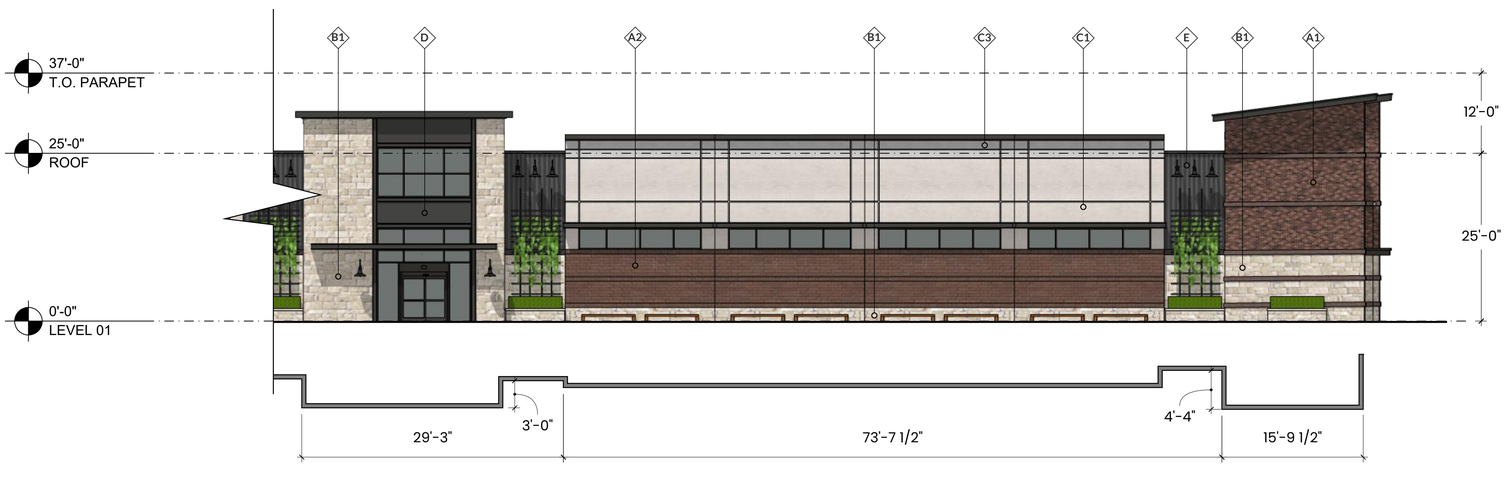
SCALE: 1/8" = 1'-0"

1 RIGHT ELEVATION - BANK

SCALE: 1/8" = 1'-0"

FRONT ELEVATION (FULL) - BIG BOX RETAIL

SCALE: NTS



	Big Box Retail Building	Front		Back		Left		Right		Building Totals	
1	**Total Façade SF**	9,840		11,540		8,505		8,505		38,390	
2	Façade SF(minus windows & doors)	9,350		11,390		8,390		8,390		37,520	
3	**Doors & Windows**	490		150		115		115		870	
		SF	%	SF	%	SF	%	SF	%	SF	%
4	**Primary Material Totals**	**7,615**	**81.4%**	**10,170**	**89.2%**	**7,045**	**83.9%**	**7,045**	**83.9%**	**31,875**	**84.9%**
	Stone	1,910	20.4%	365	3.2%	780	9.2%	780	9.2%	3,835	10.2%
	Brick	2,530	27.0%	4,615	40.5%	2,595	30.9%	2,595	30.9%	12,335	32.8%
	Stucco	3,175	33.9%	5,190	45.5%	3,670	43.7%	3,670	43.7%	15,705	41.8%
5	**Secondary Material Totals**	**1,735**	**18.5%**	**1,220**	**10.7%**	**1,345**	**16.0%**	**1,345**	**16.0%**	**5,645**	**15.0%**
	Cementitious Lap Siding	150	1.6%	0	0.0%	375	4.4%	375	4.4%	900	2.3%
6	Metal	1,585	16.9%	1,220	10.7%	970	11.5%	970	11.5%	4,745	12.6%

ELEVATIONS ON PAGE

BRICK 1

ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136

BRICK 2

ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003

BRICK 3

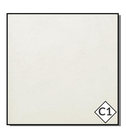
ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806

STONE 1

Solado Stone
Sonoma Buff Lueders

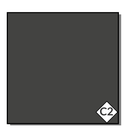
STONE 2

Coronado Stone
Smooth Limestone
White Sands



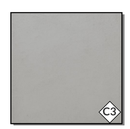
PAINT 1 USED ON TILT-WALL & STUCCO

Integral Color: SW 7004 Snowbound
RGB: 237 / 234 / 229



PAINT 2 USED ON TILT-WALL & STUCCO

Integral Color: SW 7069 Iron Ore
RGB: 67/ 67/ 65



PAINT 3 USED ON TILT-WALL & STUCCO

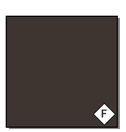
Integral Color: SW 7650 Ellie Gray
RGB: 170 / 169 / 164

SIDING

Cementitious Lap Siding
Integral Color

METAL - STANDING SEAM

Tee-Panel
Standing Seam System



METAL ACCENT

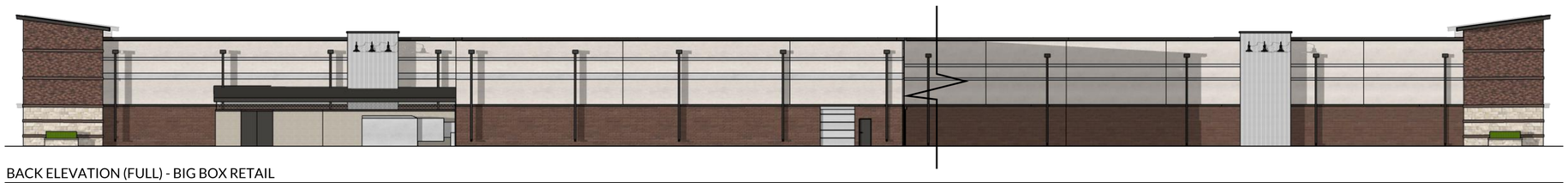
Color: Dark Bronze

2 FRONT ELEVATION 2 - BIG BOX RETAIL

SCALE: 3/32" = 1'-0"

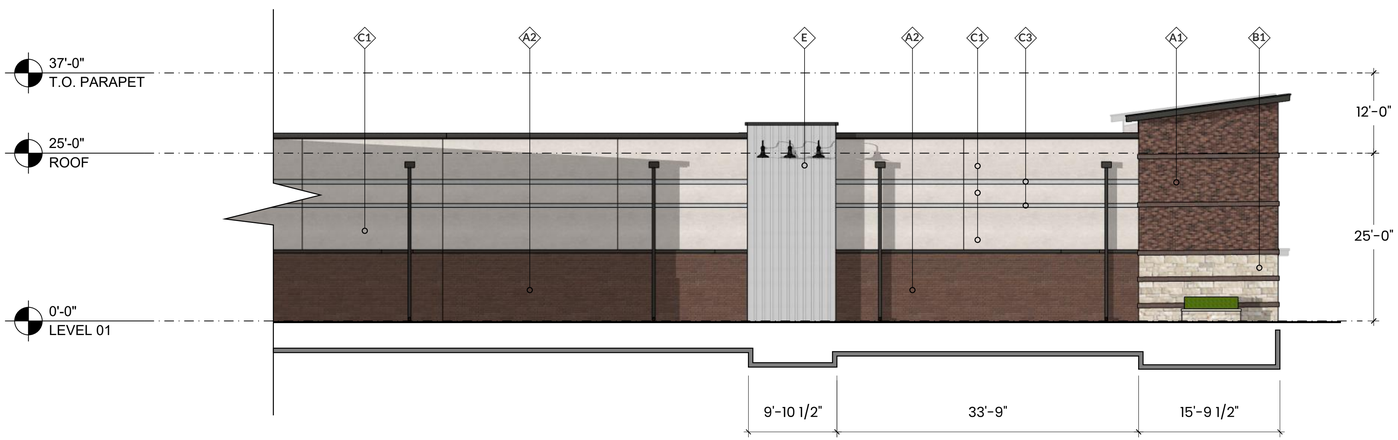
1 FRONT ELEVATION 1 - BIG BOX RETAIL

SCALE: 3/32" = 1'-0"



BACK ELEVATION (FULL) - BIG BOX RETAIL

SCALE: NTS



	Big Box Retail Building	Front		Back		Left		Right		Building Totals	
1	**Total Façade SF**	9,840		11,540		8,505		8,505		38,390	
2	Façade SF(minus windows & doors)	9,350		11,390		8,390		8,390		37,520	
3	**Doors & Windows**	490		150		115		115		870	
		SF	%	SF	%	SF	%	SF	%	SF	%
4	**Primary Material Totals**	**7,615**	**81.4%**	**10,170**	**89.2%**	**7,045**	**83.9%**	**7,045**	**83.9%**	**31,875**	**84.9%**
	Stone	1,910	20.4%	365	3.2%	780	9.2%	780	9.2%	3,835	10.2%
	Brick	2,530	27.0%	4,615	40.5%	2,595	30.9%	2,595	30.9%	12,335	32.8%
	Stucco	3,175	33.9%	5,190	45.5%	3,670	43.7%	3,670	43.7%	15,705	41.8%
5	**Secondary Material Totals**	**1,735**	**18.5%**	**1,220**	**10.7%**	**1,345**	**16.0%**	**1,345**	**16.0%**	**5,645**	**15.0%**
	Cementitious Lap Siding	150	1.6%	0	0.0%	375	4.4%	375	4.4%	900	2.3%
6	Metal	1,585	16.9%	1,220	10.7%	970	11.5%	970	11.5%	4,745	12.6%

ELEVATIONS ON PAGE

BRICK 1

ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136

BRICK 2

ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003

BRICK 3

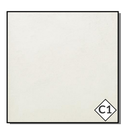
ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806

STONE 1

Solado Stone
Sonoma Buff Lueders

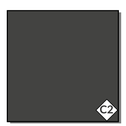
STONE 2

Coronado Stone
Smooth Limestone
White Sands



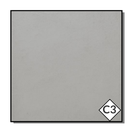
PAINT 1 USED ON TILT-WALL & STUCCO

Integral Color: SW 7004 Snowbound
RGB: 237 / 234 / 229



PAINT 2 USED ON TILT-WALL & STUCCO

Integral Color: SW 7069 Iron Ore
RGB: 67/ 67/ 65



PAINT 3 USED ON TILT-WALL & STUCCO

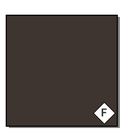
Integral Color: SW 7650 Ellie Gray
RGB: 170 / 169 / 164

SIDING

Cementitious Lap Siding
Integral Color

METAL - STANDING SEAM

Tee-Panel
Standing Seam System

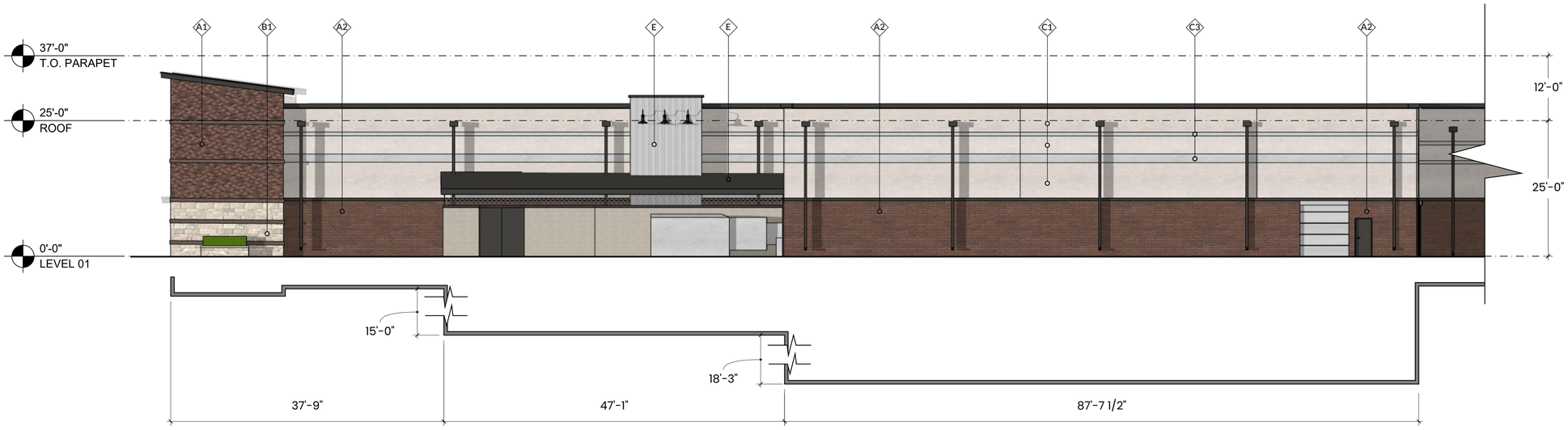


METAL ACCENT

Color: Dark Bronze

2 BACK ELEVATION 2 - BIG BOX RETAIL

SCALE: 3/32" = 1'-0"



1 BACK ELEVATION 1 - BIG BOX RETAIL

SCALE: 3/32" = 1'-0"

Exhibit - G

BRICK 1

ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136

BRICK 2

ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003

BRICK 3

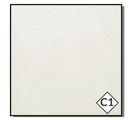
ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806

STONE 1

Solado Stone
Sonoma Buff Lueders

STONE 2

Coronado Stone
Smooth Limestone
White Sands

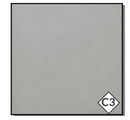


PAINT 1 USED ON TILT-WALL & STUCCO

Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229

PAINT 2 USED ON TILT-WALL & STUCCO

Integral Color: SW 7069
Iron Ore
RGB: 67/ 67/ 65



PAINT 3 USED ON TILT-WALL & STUCCO

Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164

SIDING

Cementitious Lap Siding
Integral Color

METAL - STANDING SEAM

Tee-Panel
Standing Seam System

METAL ACCENT

Color: Dark Bronze

	Big Box Retail Building	Front		Back		Left		Right		Building Totals	
1	**Total Façade SF**	9,840		11,540		8,505		8,505		38,390	
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3	**Doors & Windows**	490		150		115		115		870	
		SF	%	SF	%	SF	%	SF	%	SF	%
4	**Primary Material Totals**	**7,615**	**81.4%**	**10,170**	**89.2%**	**7,045**	**83.9%**	**7,045**	**83.9%**	**31,875**	**84.9%**
	Stone	1,910	20.4%	365	3.2%	780	9.2%	780	9.2%	3,835	10.2%
	Brick	2,530	27.0%	4,615	40.5%	2,595	30.9%	2,595	30.9%	12,335	32.8%
	Stucco	3,175	33.9%	5,190	45.5%	3,670	43.7%	3,670	43.7%	15,705	41.8%
5	**Secondary Material Totals**	**1,735**	**18.5%**	**1,220**	**10.7%**	**1,345**	**16.0%**	**1,345**	**16.0%**	**5,645**	**15.0%**
	Cementitious Lap Siding	150	1.6%	0	0.0%	375	4.4%	375	4.4%	900	2.3%
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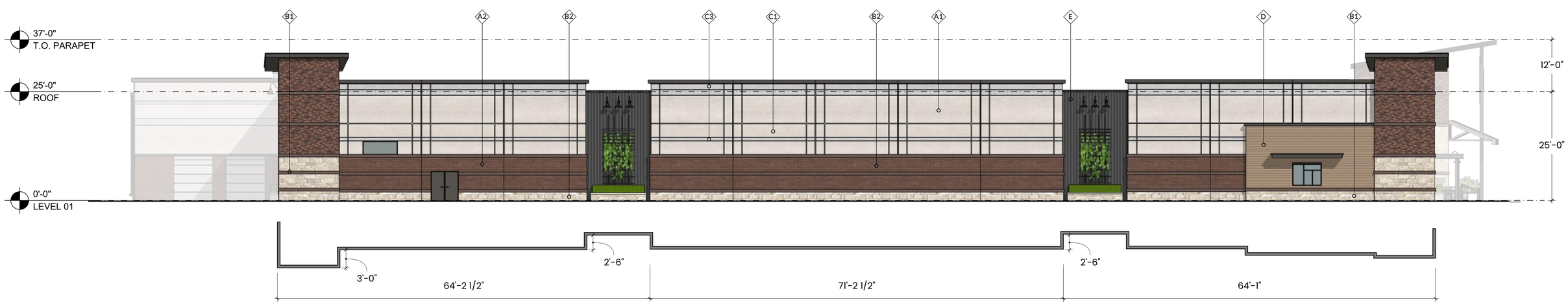
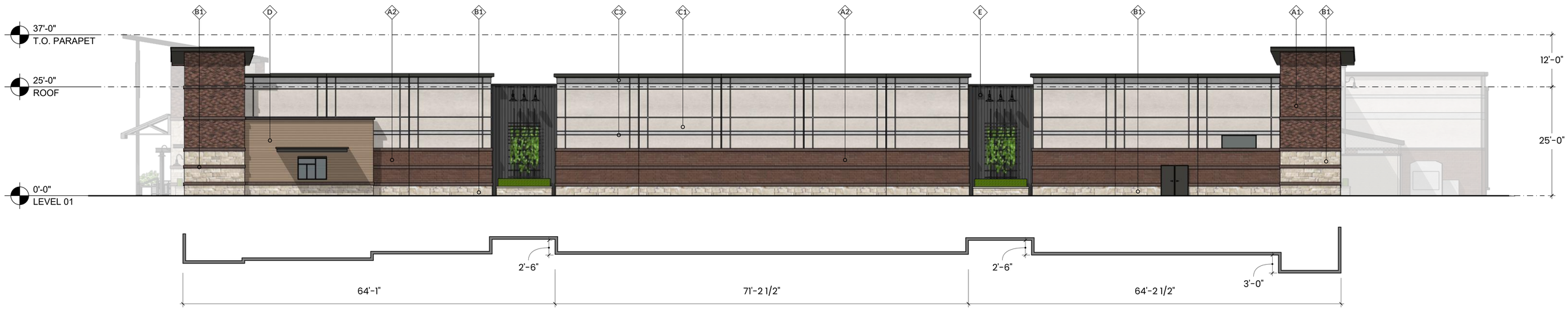
ELEVATIONS ON PAGE



2 LEFT ELEVATION 1 - BIG BOX RETAIL

SCALE: 3/32" = 1'-0"

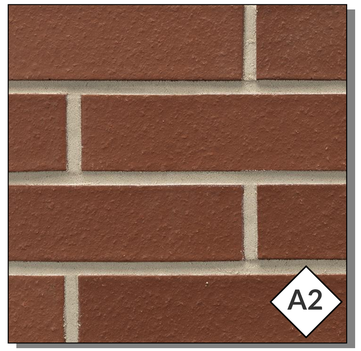


1 RIGHT ELEVATION 1 - BIG BOX RETAIL

SCALE: 3/32" = 1'-0"

BRICK 1

ACME Quorum - King Size
Heritage Texture
Denton Plant
Blend: DTP136



BRICK 2

ACME Crimson - King Size
Smooth Texture
Tulsa Plant
Blend: TUP003

BRICK 3

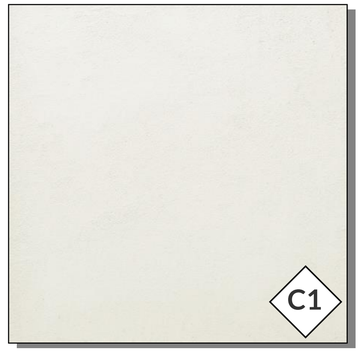
ACME Stone Bay - King Size
Heritage Texture
San Felipe Plant
Blend: SFP806

STONE 1

Solado Stone
Sonoma Buff Lueders

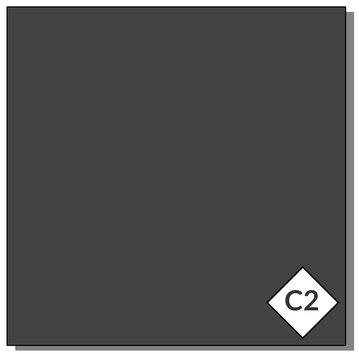
STONE 2

Coronado Stone
Smooth Limestone
White Sands



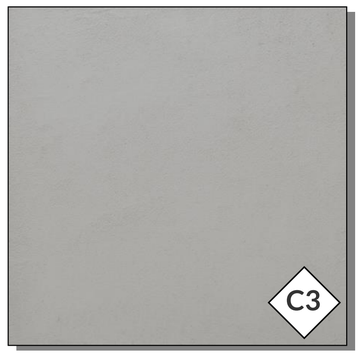
PAINT 1 USED ON TILT-WALL & STUCCO

Integral Color: SW 7004
Snowbound
RGB: 237 / 234 / 229



PAINT 2 USED ON TILT-WALL & STUCCO

Integral Color: SW 7069
Iron Ore
RGB: 67/ 67/ 65

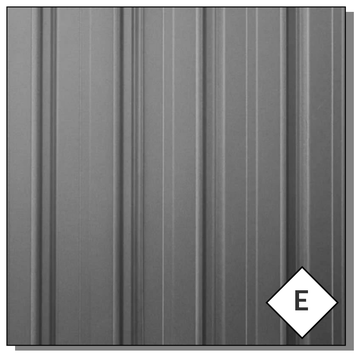


PAINT 3 USED ON TILT-WALL & STUCCO

Integral Color: SW 7650
Ellie Gray
RGB: 170 / 169 / 164

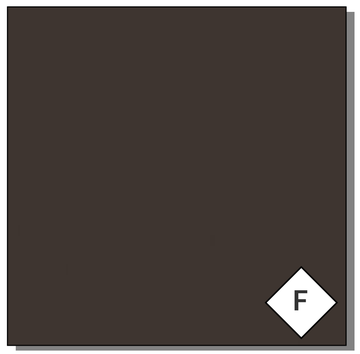
SIDING

Cementitious Lap Siding
Integral Color



METAL - STANDING SEAM

Tee-Panel
Standing Seam System

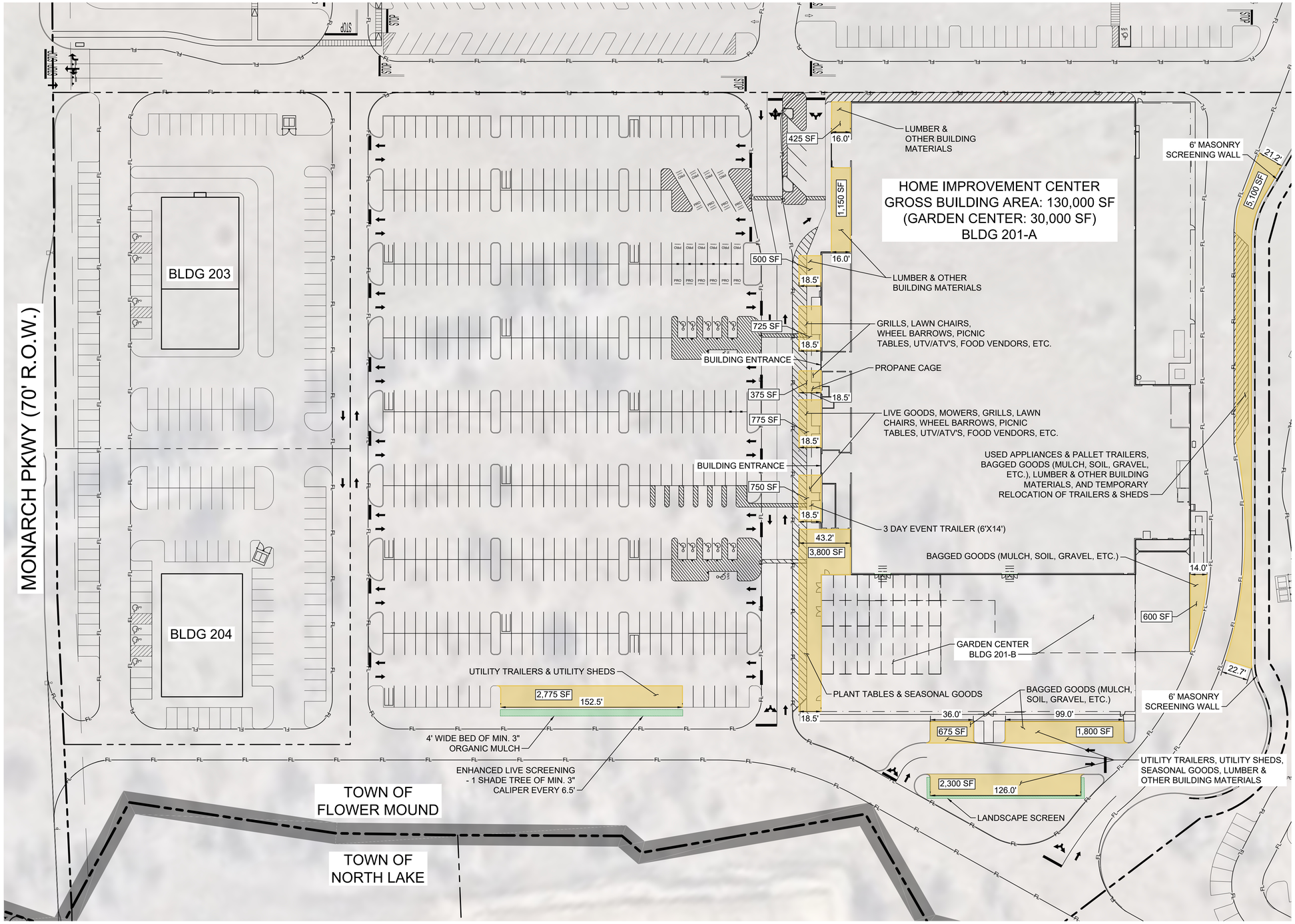


METAL ACCENT

Color: Dark Bronze

CORE STATES GROUP	10/03/2024	# 90107.1 FLOWER MOUND, TX Exhibit "H" Outdoor Storage Screening	PERSPECTIVE	BD15

Exhibit - I



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- TOWN LIMITS
- PERMANENT OUTDOOR SALES / DISPLAY
- LANDSCAPE SCREENS

NOTES

1. EGRESS PATHS AND DOORS SHALL BE UNOBSTRUCTED AT ALL TIMES.
2. ADEQUATE WIDTH FOR PEDESTRIANS SHALL BE MAINTAINED AT ALL TIMES. FIRE ACCESS AROUND THE BUILDING SHALL BE MAINTAINED AT ALL TIMES. MATERIAL SHALL NOT BLOCK OR IMPEDE ACCESS TO FIRE HYDRANTS.
3. PERMITTED STORAGE SHALL NOT ENCROACH INTO FIRE ZONES.
4. ALL UTILITY VALVES, MANHOLES, AND OTHER ABOVE GROUND APPURTENANCES SHALL REMAIN CLEAR AND ACCESSIBLE AT ALL TIMES.
5. STORM INLETS AND FLUMES TO BE KEPT CLEAN AND FUNCTIONING AS INTENDED.

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2026 KIMLEY-HORN AND ASSOCIATES, INC.

2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TX 75080
PHONE: 214-617-0535
WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT 060047600
DATE JULY 2026
SCALE AS SHOWN
DESIGNED BY KVB
DRAWN BY CDM
CHECKED BY MTD

MONARCH EXHIBIT I

FLOWER MOUND, TEXAS

CONCEPTUAL OUTDOOR DISPLAY PLAN

SHEET NUMBER
I.1

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

XREFS
EXT BIND
EXT BIND
DWG PATH
DWG NAME
ERASE XREFS
XRefs: Counts_Dec2025.dwt, LAYER.dwt, Map 250k.dwt, Map 24k.dwt, xSite-Remainder-NW - xBody.INF1 - xSite.INF1 - xAerial - xSite-Remainder-NW - xBody-Future - xSite-Master - xSite-Remainder-SE - xSite-Remainder-NW - xBody.INF1 - xSite.INF1 - xAerial - xSite-Remainder-NW - xBody-Future - xSite-Master
7/23/2026 1:44 PM
7/23/2026 1:46 PM
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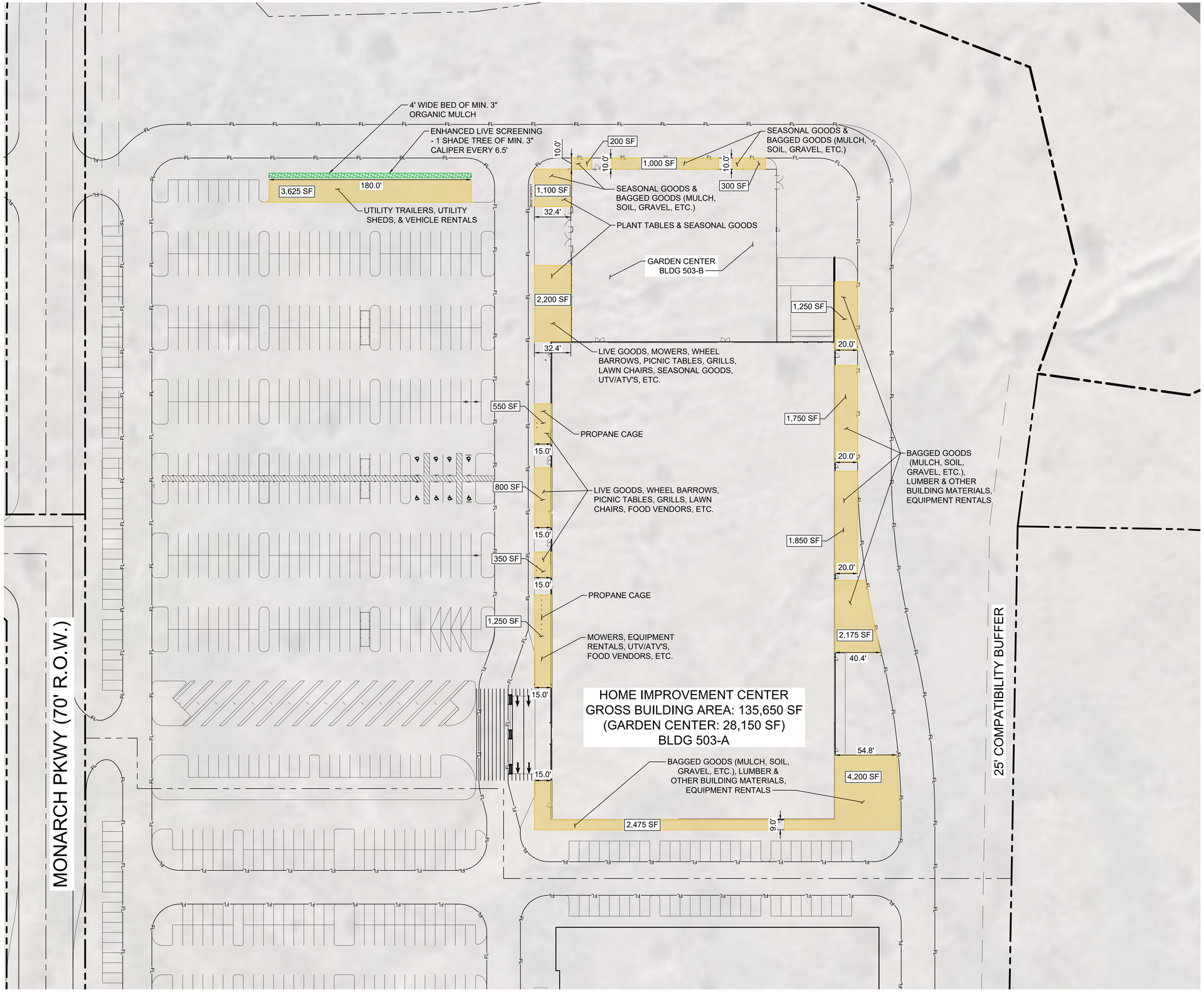
Counts_Dec2025.dwt
Kimley-Horn and Associates, Inc.



N E S W

0 40' 80'
GRAPHIC SCALE 40'

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- TOWN LIMITS
- PERMANENT OUTDOOR SALES / DISPLAY
- LANDSCAPE SCREENS

NOTES

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5. STORM INLETS AND FLUMES TO BE KEPT CLEAN AND FUNCTIONING AS INTENDED.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TX 75080
PHONE: 214-617-0535
WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT 060047600
DATE JULY 2026
SCALE AS SHOWN
DESIGNED BY KVB
DRAWN BY CDM
CHECKED BY MTD

MONARCH EXHIBIT I

FLOWER MOUND, TEXAS

CONCEPTUAL OUTDOOR DISPLAY PLAN

SHEET NUMBER
I.2

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IMAGES
XREFS
PLOT STYLE
PLOTTED
DWG PATH
PLOT NAME
ERIGGINS, Barb/20251113_ex01 MAN I1.1.dwg/F J.PEK 1, Mar 05, '26
dbrig-xLayer, xSite-Rem-Interior-RE, xSite-Remainder-NW, xBndy-INFI, xSite-INFI, xAerial, xSite-Remainder-NW, xBndy-Future, xSite-Master
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ex01 MAN I1.1
Layout: ANSI B (11.00 x 17.00in)

TOWN COUNCIL
AGENDA L.10.
REGULAR ITEM(S)

DATE: August 17, 2026
FROM: Tyler Leverenz-Soetaert, Parks Trails and Landscape Specialist
ITEM: **Consider approval of a Parks Board Recommendation (PBR26-0003) for park land dedication of 6.5 acres of land and $622,480.00 cash in lieu of land, and park development fees of $347,000.00 minus any park fee credits for amenities installed in the .5 acre pocket park, for the Monarch multi-use development generally located East of Interstate Hwy 35W and North of Cross Timbers Rd (1171). Motion passed unanimously at the April 9, 2026 Parks Board meeting.**

BACKGROUND: The Monarch Development came before Parks board as a regular item on October 10, 2024, proposing park land dedication of 9.86 acres and park development fees in the amount of $402,520.00 minus any park fee credits for a .58 acre pocket park. Parks Board recommended approval by a vote of 6-0. The Monarch Development returned to Parks Board on April 9, 2026, proposing park land dedication of 6.5 acres of land and $622,480.00 cash in lieu of land, and park development fees of $347,000.00 minus any park fee credits for amenities installed in the .5 acre pocket park. The revised numbers reflect floodplain in the dedication area that would not count toward park dedication per Town code and adjustments to the number of proposed residential units.

BOARD REVIEW/CITIZEN FEEDBACK: The application was considered at the April 9, 2026 Parks Board meeting, and the motion passed unanimously.

Link to Parks Board Meeting: https://flowermoundtx.new.swagit.com/videos/381811

ALTERNATIVES: The Town Council may approve or deny the recommendation or approve the recommendation with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Monarch Exhibit E
2. Parks Staff Report

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

N
W E
S

0 200' 400'
GRAPHIC SCALE 200'

NOTES

1. THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN AT THE SUBDIVISION SITE PLAN STAGE.

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- TOWN LIMITS
- FEMA EFFECTIVE 100-YR FLOODPLAIN
- FEMA PRELIMINARY 100-YR FLOODPLAIN
- KH FULLY DEVELOPED FLOODPLAIN
- 12' TRAIL
- 6' TRAIL
- EXISTING FEMA FLOODPLAIN
- DETENTION POND
- PD OPEN SPACE *+/- 23.12 ACRES*
- PARKLAND *+/- 10.39 ACRES*
- POLLINATOR ZONE *+/- 11.65 ACRES*

PARKLAND

TOTAL PARKLAND DEDICATION	10.39 AC
WITHIN FLOODPLAIN	*3.86 AC*
NET DEDICATION	*6.53 AC*

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TX 75080
PHONE: 214-617-0535
WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT 060047600
DATE APRIL 2026
SCALE AS SHOWN
DESIGNED BY MTD
DRAWN BY KVB
CHECKED BY MTD

MONARCH EXHIBIT E

FLOWER MOUND, TEXAS

CONCEPTUAL CIRCULATION AND OPEN SPACE PLAN

SHEET NUMBER

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IMAGES
XREFS
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4/7/2026 10:39 AM KVB
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[24x36] EXHIBIT E CONCEPTUAL CIRCULATION AND OPEN SPACE PLAN.DWG

PARKS BOARD
AGENDA H.3.
REGULAR ITEMS

DATE: April 9, 2026
FROM: Tyler Leverenz-Soetaert, Parks Trails and Landscape Specialist
ITEM: **Consider recommending to Planning and Zoning Commission and Town Council Park requirements for the Monarch mixed-use development generally located East of Interstate Hwy 35W and North of Cross Timbers Rd (1171).**

BACKGROUND: The proposed development currently has an application with the Town to amend their Zoning Planned Development (ZPD26-0001). The Parks Board previously recommended approval of Park Land Dedication of 9.3408 acres of land and Park Development Fees in the amount of $385,864. While the applicant still intends to deed the Town the same amount of acreage, only 6 of those acres may be counted toward Park Land Dedication due to the extent of floodplain in that area. An additional .5 acre pocket park will also be dedicated, updating the total Park Land Dedication to 6.5 acres. The applicant is proposing 250 residential units, down from 278 previously approved.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The Board may wish to recommend land be dedicated for park use within the proposed development, receive cash in lieu of land, or a combination of the two.

Park Land Dedication and Park Development Fees:

Park Land Dedication is determined as follows:
- 3.36 acres of land per 100 dwelling unit lots = 0.0336 acres/ dwelling unit lot
- 0.0336 acres/ dwelling unit lot X 250 dwelling unit lots = **8.4** acres of Park Land Dedication required

Payment of cash in lieu of the otherwise dedicated park land is determined as follows:
- $311,240.00 per acre is the fair market value of land within the development as determined by the Town and the developer
- $311,240.00 per acre X 8.4 acres = **$2,614,416.00** payment of cash in lieu of land to satisfy Park Land Dedication

Park Development Fees are determined as follows:
- $1388.00 fee per dwelling unit lot X 250 dwelling unit lots = **$347,000** in Park Development Fees

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Monarch Conceptual Pedestrian Circulation and Open Space Plan

2. Monarch South Schmitz Parkland Dedication

DRAFT MOTION: Move to recommend approval to Planning and Zoning Commission and Town Council Park Land Dedication of **8.4 acres** of land and Park Development Fees in the amount of $347,000 for the Monarch multi-use development generally located East of Interstate Hwy 35W and North of Cross Timbers Rd (1171).

- OR -

Move to recommend approval to Planning and Zoning Commission and Town Council cash, in the amount of **$2,614,416.00** be accepted **in lieu of** the otherwise required Park Land Dedication, and Park Development Fees in the amount of **$347,000** for the Monarch multi-use development generally located East of Interstate Hwy 35W and North of Cross Timbers Rd (1171).

- OR -

Move to recommend approval to Planning and Zoning Commission and Town Council Park Land Dedication of **6.5 acres** of land and **$622,480 cash in lieu of** land, and Park Development Fees in the amount of $347,000 for the Monarch multi-use development generally located East of Interstate Hwy 35W and North of Cross Timbers Rd (1171).

TOWN COUNCIL
AGENDA L.11.
REGULAR ITEM(S)

DATE: August 17, 2026
FROM: Matthew Woods, Director of Environmental Services
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP26-0004) for one (1) specimen tree on the property known as Alexan the Point Phase II for the proposed development. The property is generally located east of Lake Forest Boulevard and north of Silveron Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 6 to 0 at its August 4, 2026, meeting).**

BACKGROUND: Alexan The Point Phase II is generally located east of Lake Forest Boulevard and north of Silveron Boulevard. The site is approximately 8.6 acres in size. This site is within Planned Development 156 (PD-156) which is zoned for combined uses. The zoning for this planned development was approved in December of 2017. No specimen trees were requested for removal with the 2017 zoning application. The specimen tree being requested for removal, tree #8603, was initially shown as a preserved multi-trunk protected tree in 2017 as part of Phase 1 of the project. The tree survey for the proposed Phase 2 of the project correctly identified the tree as a specimen tree which is now shown to be impacted by the proposed Phase 2 of the development.

According to the tree survey for the project, the site contains six (6) specimen trees. The applicant is requesting to remove one (1) specimen tree, tree #8603, from the site to facilitate the development. The specimen tree proposed for removal is in good condition and is located within the proposed buildable area.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on the size of tree #8603, 56" of replacement trees, equaling 19 three-inch caliper trees, is the required mitigation for the removal of one (1) specimen tree on this site. In addition, protected trees removed from the buildable area would require replacement at a tree-for-tree rate. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its August 4, 2026, meeting. The ECC recommended approval of the requested permit to remove one (1) tree; #8603. The ECC meeting can be viewed at Aug 04, 2026 Environmental Conservation Commission - Flower Mound, TX. Staff has also received one phone call requesting information about the Tree Removal Permit as of August 10, 2026.

ALTERNATIVES: The Town Council may approve or deny the requested tree removal permit or approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Tree Survey
2. Tree Removal Permit Application
3. Letter of Intent
4. Picture of Specimen Tree Requested for Removal
5. Onsite Signage

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

TREE SURVEY LEGEND:

- ### — NON- PROTECTED TREE REMOVED NO NEED MITIGATION
- ### — PROTECTED TREE REMOVED NO NEED MITIGATION DUE TO TREE CONDITION
- ### — PROTECTED TREE REMOVED NEED MITIGATION
- ### — SPECIMEN TREE REMOVED NEED MITIGATION
- ### — SPECIMEN TREE TO REMAIN
- ### — PROTECTED TREE PRESERVE OUTSIDE OF UPLAND HABITAT
- PROPOSED IMPACTS UPLAND AREA: 2.1 ACRES

TREE PROTECTION NOTES:

THE DEVELOPER AND CONTRACTOR SHALL ADHERE TO THE FOLLOW TREE PROTECTION MEASURES PER TOWN OF FLOWER MOUND ORDINANCE.

1. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL INSTALL FOUR-FOOT-HIGH PLASTIC (OR EQUIVALENT) SAFETY FENCING AROUND THE DRIP LINE OF PROTECTED TREES AND SIX-FOOT-HIGH CHAIN-LINK FENCING AROUND THE DRIP LINE OF SPECIMEN AND HISTORIC TREES.
2. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER/PROPERTY OWNER/CONTRACTOR SHALL INSTALL A FOUR-FOOT-HIGH PLASTIC (OR EQUIVALENT) SAFETY FENCING ALONG THE PERIMETER OF THE UPLAND HABITAT AREA TO BE SAVED ADJACENT TO WHERE CONSTRUCTION ACTIVITIES WILL OCCUR.
3. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL ESTABLISH DESIGNATED PARKING AREAS FOR THE PARKING AND MAINTENANCE OF ALL VEHICLES, TRAILERS, CONSTRUCTION EQUIPMENT AND RELATED ITEMS, DESIGNATED STOCKPILE AREAS FOR THE STORAGE OF CONSTRUCTION SUPPLIES AND MATERIALS DURING CONSTRUCTION OF THE SUBDIVISION AND DESIGNATED DRIVE AREAS FOR VEHICLES AND EQUIPMENT. THE LOCATION AND DIMENSIONS OF SUCH DESIGNATED AREAS SHALL BE CLEARLY IDENTIFIED ON BOTH SUBDIVISION CONSTRUCTION AND SITE PLANS AND SHALL BE APPROVED BY THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE PRIOR TO ANY CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY IN, ON OR ABOUT THE SUBDIVISION. SUCH DESIGNATED AREAS SHALL BE COMPLETELY FENCED WITH CHAIN-LINK FENCING AND GATES FOR SAFETY PURPOSES AND TO SEPARATE PROTECTED, SPECIMEN, OR HISTORIC TREES FROM THE CONSTRUCTION AREA AND RELATED CONSTRUCTION ACTIVITY. WITH THE APPROVAL OF THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE, THE DESIGNATED PARKING AND STOCKPILE AREAS MAY BE COMBINED INTO ONE FENCED AREA, PROVIDED THAT THE PRESERVATION OF PROTECTED TREES IS NOT ADVERSELY AFFECTED OR JEOPARDIZED. SUPPLIES AND PIPE AND OTHER ITEMS THAT ARE CUSTOMARILY UNLOADED WHERE INSTALLED SHALL NOT BE REQUIRED TO BE STORED WITHIN THE DESIGNATED STOCKPILE AREAS. SITES APPROVED FOR TEMPORARY BATCHING PLANT PERMITS SHALL BE FENCED AND GATED IN THE SAME MANNER AS DESIGNATED PARKING AND STOCKPILE AREAS. TEMPORARY BATCHING PLANT PERMITS SHALL ALSO BE REQUIRED FOR THE OPERATION OF ALL BATCHING PLANTS, PURSUANT TO THE REGULATIONS OF THIS CHAPTER.
4. DURING CONSTRUCTION, THE DEVELOPER OR PROPERTY OWNER SHALL PROHIBIT THE CLEANING OF EQUIPMENT OR MATERIALS AND/OR THE DISPOSAL OF ANY WASTE MATERIAL, INCLUDING, BUT NOT LIMITED TO, PAINT, OIL,SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., UNDER THE CANOPY OR DRIP LINE OF ANY PROTECTED, SPECIMEN, OR GROUP OF SUCH TREES.
5. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY PROTECTED TREE(S).
6. WITH MAJOR GRADE CHANGES OF SIX INCHES OR GREATER, A RETAINING WALL OR TREE WELL OF ROCK, BRICK, LANDSCAPE TIMBERS OR OTHER APPROVED MATERIALS SHALL BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN THE DRIP LINE OF THE TREE. THE TOP OF THE RETAINING WALL OR TREE WELL SHALL BE CONSTRUCTED AT THE NEW GRADE.
7. UNLESS OTHERWISE APPROVED BY THE TOWN, NO CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITY SHALL OCCUR UNDER THE CANOPY OR DRIP LINE OF ANY PROTECTED, SPECIMEN, OR HISTORIC TREE OR GROUP OF SUCH TREES.
8. ANY TREE(S) REMOVED DURING LAND DEVELOPMENT, CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITIES SHALL BE CHIPPED OR HAULED OFFSITE. BURNING OF REMOVED TREES IS PROHIBITED UNLESS PRIOR APPROVAL IS GIVEN BY THE TOWN'S FIRE MARSHAL.
9. THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE MAY REQUIRE ADDITIONAL PROTECTION MEASURES OR BEST MANAGEMENT PRACTICES AS NEEDED ON A CASE BY CASE BASIS TO ADEQUATELY PROTECT PROTECTED, SPECIMEN, OR HISTORIC TREES.

GENERAL NOTES:

1. ORIGINAL TREE SURVEY INFORMATION AND ON-SITE DOCUMENTATION PROVIDED BY CATES-CLARK DATED 06/05/2018. REFER TO TREE SURVEY AND ALL ASSOCIATED DOCUMENTATION FOR ADDITIONAL INFORMATION.
2. SHEETS L6-16 AND L6-17 PRODUCED BY LANDDESIGN ARE FOR CONVEYING TREE ORDINANCE REQUIREMENTS ONLY, BASED ON THE TREE SURVEY INFORMATION PROVIDED BY CATES-CLARK AND CURRENT SITE PLAN SHOWN.
3. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE AND WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON FINAL SITE PLAN AND GRADING PLANS.
4. ADDITIONAL PROTECTED TREES TO BE PRESERVED ON SITE AS FINAL GRADING ALLOWS AND FINALIZED DURING THE DEVELOPMENT/PERMITTING PROCESS.
5. REFER TO SHEET L6-13 FOR ADDITIONAL SPECIMEN/PROTECTED TREE MITIGATION CREDITS AND INFORMATION.

TREE SURVEY MITIGATION TABULATIONS:

TOTAL NUMBER OF PROTECTED AND SPECIMEN TREES: 172 TREES

TOTAL PROTECTED TREES ONSITE IN "GOOD" CONDITION - PHASE 2: 157 TREES
TOTAL PROTECTED TREES REMOVED IN BUILDABLE AREA IN "GOOD' CONDITION - PHASE 2: 29 TREES

TOTAL SPECIMEN TREES ON SITE: 140.8" CAL. INCHES (6 TREES)
TOTAL SPECIMEN TREES TO BE REMOVED: 28.2" CAL. INCHES

PROTECTED TREE MITIGATION w/in BUILDABLE - PHASE 2
TOTAL PROTECTED TREE REPLACEMENT: 62 TREES*
3" CALIPER TREES FROM THE APPROVED MITIGATION PLANTING LIST HAVE BEEN PLANTED IN THE PROPOSED PLANTING PLAN AND BE IN EXCESS OF REQUIRED LANDSCAPING. (TREES ARE NOTED WITH "M" ON LANDSCAPE PLAN L5-00B.)

MITIGATION FEE, PER-CALIPER-INCH CASH
29 (DEBITS FOR HEALTH PROTECTED TREES REMOVED OUTSIDE OF UPLAND HABITAT) + 19 (DEBITS FOR TREE 8603) - 6 (CREDITS FOR PROTECTED TREES REMAIN OUTSIDE OF UPLAND HABITAT) - 62 (CREDITS FOR MITIGATION TREES) = -20

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LandDesign.
5217 ALPHA ROAD, SUITE 140
DALLAS, TX 75240
214.785.6009
WWW.LANDDESIGN.COM

CLIENT:
TRAMMELL CROW RESIDENTIAL
3819 MAPLE AVENUE
DALLAS, TX 75219
214.661.8000

KEY MAP

SEAL

07.30.2026

REGISTERED LANDSCAPE ARCHITECT
MATTHEW S. VANTEN
2946
STATE OF TEXAS

SITE PLAN SUBMITTAL

PROJECT

ALEXAN THE POINT II

TCR

FLOWER MOUND, TX

LANDDESIGN PROJ.#
8524057

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
	SITE PLAN SUBMITTAL	04.03.2026
	SITE PLAN SUBMITTAL	05.22.2026
	DESIGN DEVELOPMENT SET	06.01.2026
	SITE PLAN SUBMITTAL	07.30.2026

SCALE
VERT: N/A
HORZ: 1" = 50'
0 25 50 100

NORTH

SHEET TITLE
TREE SURVEY REFERENCE PLAN

SHEET NUMBER
L5-10

TREE SURVEY LIST

	ID#	DBH	COMMON NAME	SCIENTIFIC NAME	PROTECTED SPECIES YES/NO	SAVE OR REMOVE	CONDITION	MITIGATION STATUS	CREDIT	DEBIT	UPPLAND WILDLIFE HABITAT (UPWH)
2	7635	20.1	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
3	7642	9.0	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
4	7643	19.8	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
5	7648	14.3	American elm	Ulmus americana	YES	SAVE	Healthy		3		YES
6	7650	8.3	American elm	Ulmus americana	YES	SAVE	Healthy		1		YES
7	7653	16.2	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
8	7654	7.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
9	7657	6.5	cedar elm	Ulmus crassifolia	YES	SAVE	Declining	TREE HEALTH			YES
10	7659	6.1	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
11	7661	6.3	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
12	7662	6.4	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
13	7666	6.6	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
14	7667	6.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
15	7670	8.7	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
16	7671	10.6	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
17	7672	10.6	post oak	Quercus stellata	YES	SAVE	Hazard	TREE HEALTH			YES
18	7673	8.5	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
19	7675	9.1	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
20	7676	6.8	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
21	7677	9.7	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
22	7678	8.5	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
23	7679	9.5	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
24	7680	6.8	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
25	7681	8.4	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
26	7682	6.8	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
27	7683	7.7	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
28	7684	11.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
29	7685	9.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
30	7686	8.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
31	7687	7.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
32	7688	6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
33	7689	13.7	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
34	7690	17	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
35	7691	14	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
36	7692	27	post oak	Quercus stellata	YES	SAVE	Healthy	SPECIMEN TREE	6		YES
37	7694	6.7	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
38	7695	10.8	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
39	7696	13.2	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
40	7699	18.9	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
41	7700	11.8	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
42	7701	7.9	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
43	7702	16	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
44	7703	6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
45	7704	13.1	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
46	7705	8	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
47	7706	10.2	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
48	7707	15.6	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
49	7708	8.5	cedar elm	Ulmus crassifolia	YES	SAVE	Declining	TREE HEALTH			YES
50	7709	6.9	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
51	7710	8.8	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
52	7711	16	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		3		YES
53	7712	6.4	cedar elm	Ulmus crassifolia	YES	NO	Healthy			1	YES
54	7714	9.6	cedar elm	Ulmus crassifolia	YES	NO	Declining	TREE HEALTH		1	YES
55	7723	12.7	post oak	Quercus stellata	YES	NO	Healthy			1	YES
56	7724	16.7	post oak	Quercus stellata	YES	NO	Healthy			1	YES
57	7725	8.5	cedar elm	Ulmus crassifolia	YES	NO	Healthy			1	YES
58	7726	12.2	cedar elm	Ulmus crassifolia	YES	NO	Healthy			1	YES
59	7728	6.6	American elm	Ulmus americana	YES	NO	Declining	TREE HEALTH		1	YES
60	7730	7.5	green ash	Fraxinus pennsylvanica	YES	SAVE	Healthy		1		YES
61	7731	7.5	green ash	Fraxinus pennsylvanica	YES	SAVE	Healthy		1		YES
62	7732	12.3	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
63	7733	16	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		3		YES
64	7734	11.4	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
65	7735	8.5	green ash	Fraxinus pennsylvanica	YES	SAVE	Healthy		1		YES
66	7736	7.1	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
67	7737	8.3	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
68	7740	13	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		3		YES
69	7750	7.1	American elm	Ulmus americana	YES	SAVE	Healthy		1		YES
70	7751	10.2	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
71	7752	10	American elm	Ulmus americana	YES	SAVE	Healthy		1		YES
72	7753	9.7	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
73	7754	12	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
74	7755	12.6	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
75	7756	7.8	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
76	7757	12.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
77	7758	8.2	post oak	Quercus stellata	YES	SAVE	Hazard	TREE HEALTH	2		YES
78	7759	6.7	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
79	7760	8.5	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
80	7761	6.7	post oak	Quercus stellata	YES	SAVE	Hazard	TREE HEALTH	2		YES
81	7762	9.3	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
82	7763	8.2	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
83	7764	22	post oak	Quercus stellata	YES	SAVE	Healthy	SPECIMEN TREE	6		YES
84	7765	13.8	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
85	7766	6.6	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
86	7767	15	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
87	7768	8.6	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
88	7769	7.4	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
89	7770	11.5	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
90	7771	7.6	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
91	7772	8.2	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
92	7773	8.2	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
93	7774	6.1	post oak	Quercus stellata	YES	SAVE	Declining	TREE HEALTH	2		YES
94	7775	7.7	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
95	7776	8.1	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
96	7777	21.2	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
97	7778	14.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		3		YES
98	7779	16.1	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		3		YES
99	7780	7.4	green ash	Fraxinus pennsylvanica	YES	SAVE	Healthy		1		YES
100	7781	6.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
101	7782	8.3	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
102	7783	8.2	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
103	7784	6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
104	7785	9.3	cedar elm	Ulmus crassifolia	YES	SAVE	Hazard	TREE HEALTH			YES
105	7786	6.3	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
106	7787	6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
107	7788	6.3	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
108	7789	7.4	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
109	7790	6.7	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
110	7791	8.9	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
111	7792	8.6	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
112	7793	6.3	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
113	7794	6.3	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
114	7795	6.1	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
115	7796	11.7	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
116	7797	6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
117	7798	10.3	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
118	7799	18.5	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
119	7800	7.9	post oak	Quercus stellata	YES	SAVE	Declining	TREE HEALTH	2		YES
120	7802	11	Texas Red Oak	Quercus falcata	YES	SAVE	Healthy	PROTECTED TREE PERSERVE OUTSIDE OF UPLAND HABITAT			NO
121	7803	7.5	Shumard oak	Quercus shumardii	YES	SAVE	Healthy	PROTECTED TREE PERSERVE OUTSIDE OF UPLAND HABITAT			NO
122	7804	9.4	Texas Red Oak	Quercus falcata	YES	NO	Hazard	TREE HEALTH		1	NO
123	7805	8.7	Shumard oak	Quercus shumardii	YES	NO	Healthy			1	NO
124	7806	9.7	Texas Red Oak	Quercus falcata	YES	NO	Hazard	TREE HEALTH		1	NO
125	7807	10	Texas Red Oak	Quercus falcata	YES	NO	Declining	TREE HEALTH		1	NO
126	7812	7.1	Shumard oak	Quercus shumardii	YES	SAVE	Healthy	PROTECTED TREE PERSERVE OUTSIDE OF UPLAND HABITAT			NO
127	7813	9.1	Shumard oak	Quercus shumardii	YES	NO	Healthy			1	NO
128	7824	6.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
129	7851	13.7	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		3		YES
130	7853	7.4	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
131	7854	22.9	post oak	Quercus stellata	YES	SAVE	Healthy	SPECIMEN TREE	6		YES
132	7855	9.4	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
133	7856	6.2	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
134	7858	11.8	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
135	7859	14.3	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
136	7860	14	cedar elm	Ulmus crassifolia	YES	NO	Healthy			1	YES
137	7861	13	post oak	Quercus stellata	YES	NO	Healthy			1	YES
138	7866	7.2	cedar elm	Ulmus crassifolia	YES	NO	Healthy			1	YES
139	7868	10.3	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy	PROTECTED TREE PERSERVE OUTSIDE OF UPLAND HABITAT			NO
140	7869	11	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
141	7870	13.4	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		3		YES
142	7871	6.8	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
143	7872	8.5	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
144	7873	11.3	Texas Red Oak	Quercus falcata	YES	SAVE	Healthy		1		YES
145	7874	13.5	Texas Red Oak	Quercus falcata	YES	SAVE	Healthy		3		YES
146	7875	8	Texas Red Oak	Quercus falcata	YES	SAVE	Healthy		1		YES
147	7876	12.5	Texas Red Oak	Quercus falcata	YES	SAVE	Healthy		1		YES
148	7878	22.6	post oak	Quercus stellata	YES	SAVE	Healthy	SPECIMEN TREE	6		YES
149	7879	15.7	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
150	7880	7.2	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
151	7881	15.7	post oak	Quercus stellata	YES	SAVE	Healthy		4		YES
152	7882	6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
153	7883	11.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
154	7884	10.4	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
155	7886	9.1	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
156	7887	7.1	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
157	7888	15.6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		3		YES
158	7889	9.7	post oak	Quercus stellata	YES	SAVE	Healthy		2		YES
159	7890	8.3	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy		1		YES
160	7892	8.5	American elm	Ulmus americana	YES	SAVE	Declining	TREE HEALTH	1		YES
161	7894	23.1	post oak	Quercus stellata	YES	SAVE	Healthy	SPECIMEN TREE	6		YES
162	8601	20.5	post oak	Quercus stellata	YES	NO	Healthy			1	NO
163	8603	28.2	post oak	Quercus stellata	YES	NO	Healthy	SPECIMEN TREE		1	NO
164	8610	11.6	green ash	Fraxinus pennsylvanica	YES	NO	Healthy			1	NO
165	8611	10.1	green ash	Fraxinus pennsylvanica	YES	NO	Healthy			1	NO
166	8612	6.2	green ash	Fraxinus pennsylvanica	YES	NO	Hazard	TREE HEALTH		1	NO
167	8614	8.2	green ash	Fraxinus pennsylvanica	YES	NO	Healthy			1	NO
168	8645	11.7	green ash	Fraxinus pennsylvanica	YES	NO	Healthy			1	NO
169	8646	10.3	green ash	Fraxinus pennsylvanica	YES	NO	Healthy			1	NO
170	8648	7.6	green ash	Fraxinus pennsylvanica	YES	NO	Healthy			1	NO
171	8651	7.6	green ash	Fraxinus pennsylvanica	YES	SAVE	Healthy	PROTECTED TREE PERSERVE OUTSIDE OF UPLAND HABITAT			NO
172	8655	6	cedar elm	Ulmus crassifolia	YES	SAVE	Healthy	PROTECTED TREE PERSERVE OUTSIDE OF UPLAND HABITAT			NO
173	8659	11.2	green ash	Fraxinus pennsylvanica	YES	NO	Healthy			1	NO
174	9276	7.3	eastern redcedar	Juniperus virginiana	NO	SAVE	Healthy				NO
175	9279	6.3	eastern redcedar	Juniperus virginiana	NO	SAVE	Healthy				NO
176	9282	6.3	eastern redcedar	Juniperus virginiana	NO	SAVE	Healthy				NO
177	9285	6.9	eastern redcedar	Juniperus virginiana	NO	SAVE	Hazard	TREE HEALTH			NO
178	9299	12.5	eastern redcedar	Juniperus virginiana	NO	SAVE	Hazard	TREE HEALTH			YES
179	9304	6.7	eastern redcedar	Juniperus virginiana	NO	SAVE	Healthy				NO
180	9307	6.1	Osage-Orange	Maclura pomifera	NO	NO	Healthy			1	NO
181	9313	11.2	eastern redcedar	Juniperus virginiana	NO	NO	Healthy			1	NO
182	9321	7.5	eastern redcedar	Juniperus virginiana	NO	NO	Healthy			1	NO
183	9327	6.1	mesquite	Prosopis glandulosa	NO	NO	Healthy			1	NO

LandDesign.
5217 ALPHA ROAD, SUITE 140
DALLAS, TX 75240
214.785.6009
WWW.LANDDESIGN.COM

CLIENT:
TRAMMELL CROW RESIDENTIAL
3819 MAPLE AVENUE
DALLAS, TX 75219
214.661.8000

KEY MAP

SEAL

07.30.2026

REGISTERED LANDSCAPE ARCHITECT
MATTHEW S. VANTEN
2946
STATE OF TEXAS

SITE PLAN SUBMITTAL

PROJECT

ALEXAN THE POINT II

TCR

FLOWER MOUND, TX

LANDDESIGN PROJ.#
8524057

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
	SITE PLAN SUBMITTAL	04.03.2026
	SITE PLAN SUBMITTAL	05.22.2026
	DESIGN DEVELOPMENT SET	06.01.2026
	SITE PLAN SUBMITTAL	07.30.2026

SCALE
VERT: N/A
HORZ: ########
###

NORTH

SHEET TITLE
TREE SURVEY REFERENCE PLAN

SHEET NUMBER
L5-11

TEXAS811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ___Protected Tree ✔Specimen Tree ___Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:
Matthew Vinten, PLA

Address:
LandDesign, Inc.
5217 Alpha Rd Suite 140, Dallas, TX 75240

Phone:
214.504.3429

Applicant's Legal Interest in the Property:
For the multifamily project located at Silveron Blvd & Lake Forest Blvd, the current site plan and utility layout require the removal of tree label 8603, which is a 28.2" DBH Post Oak.

2. Property Owner(s)

Name(s): Direct Retail Partners
Address: 12221 Merit Drive, Suite 1220
Dallas, Texas 75251

3. Location and Legal Description of Property:
401 Silveron Blvd, Flower Mound, Texas
Lot 5, Block 1, The Point, an addition to the Town of Flower Mound, Denton County and Tarrant County, Texas recorded in Doc. Noc. 2019-284, Official Records, Denton County, Texas.

4. Owner's Authorization of Representation

I, David S. Watson, the owner of the above described real property, do hereby authorize Land Design to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Signature of Owner

KELLIE ROSE DRAYOVITCH
Notary ID #133118883
My Commission Expires
April 21, 2030

Given Under My Hand and Seal of Office
This the 17th Day of June, 2026
Kellie Rose Drayovitch
Notary Public
In and For Dallas County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Matthew Vinley, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Signature of Applicant

KRISTIN TARRENCE
Notary Public, State of Texas
Comm. Expires 07-11-2027
Notary ID 130068923

Landscape Architect License No. 2946
State of Licensure Texas
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____

Given Under My Hand and Seal of Office
This the 16th Day of June, 2026
Notary Public
In and For Dallas County, Texas

6. Received by Town of Flower Mound on (Date) 6/18/206 by (initials) JA.

7. REQUIRED SUBMITTALS CHECKLIST

a. A $250 Administrative fee per Specimen or Historic Tree proposed for removal, not to exceed a total of $1,000 per permit application.

b. A $200 fee is required for each Tree Removal Request sign that is made by the Town. The sign(s) must be placed on the property 15 days prior to the ECC hearing that the item is scheduled for on the agenda. Signs shall be placed perpendicular to the street and clearly visible. There shall be one sign for each 500ft of street frontage.

c. One (1) electronic copy of this application signed and notarized.

d. One (1) electronic copy of the site plan, development plan, or concept plan or landscape plan where applicable.

e. One (1) electronic copy of the Tree Survey drawn to the largest practical scale and indicating the items as required by the Town's Tree Ordinance.

f. One (1) electronic copy of photograph(s) or other evidence indicating that (a) sign(s) has/have been placed on the lot or tract as required by Chapter 94 of the Town's code of ordinances. Photograph(s) shall be taken from the street(s).

g. One (1) electronic copy of a photograph for each tree requiring a tree removal permit, which is proposed for removal.

h. One (1) electronic copy of a written document fully explaining the reasons for removal of the Protected, Specimen or Historic tree (LOI).

LandDesign
CREATING PLACES
THAT MATTER.

LETTER OF INTENT

DATE	06.18.2026	**PROJECT #**	8524057
PROJECT NAME	TCR Alexan the Point II		
TO	Jake Speckhals, Town of Flower Mound		
FROM	Mathew Vinten, PLA		
SUBJECT	Tree Removal Permit Application, Letter of Intent		

For the Alexan The Point II Multifamily, located near the intersection of Lake Forest Blvd and Silveron Blvd, the proposed development currently includes six (6) specimen trees on site.

We are proposing to preserve five (5) of the specimen trees. One (1) specimen tree is located within the proposed driveway alignment and is intended for removal with mitigation.

Tree No. 8603, a 28.2" DBH Post Oak, is the tree proposed for removal. The associated tree mitigation will be addressed either through replacement planting based on caliper requirements or through approved per-caliper-inch cash contribution, in accordance with City requirements.

By:_____
Matthew Vinten, PLA for LandDesign, Inc.
Director

PROPOSED
TREE REMOVAL
PERMIT
TRP26-0004
FLOWER MOUND
972-874-6340

PROPOSED
TREE REMOVAL
PERMIT
TRP26-0004
FLOWER MOUND
972-874-6340

PROPOSED
TREE REMOVAL
PERMIT
TRP26-0004
FLOWER MOUND
972-874-6340

TOWN COUNCIL
AGENDA L.12.
REGULAR ITEM(S)

DATE: August 17, 2026
FROM: Meg Jakubik, Strategic Services Director
ITEM: **Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.**

BACKGROUND: The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2026, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2025, entitled it to additional system-wide revenues of $291.1 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $273.6 million. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $253.4 million instead of the claimed $291.1 million.

After several settlement meetings, the parties have agreed to settle the case for $260.5 million. This is a reduction of over $30 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2026. ACSC members should take action approving the Resolution/Ordinance before October 1, 2026.

The impact of the settlement on average residential rates is an increase of $13.37 on a monthly basis, or 14.15%. The increase for average commercial usage will be $44.82 or 9.90%. Atmos provided bill impact comparisons containing these figures.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Thomas Brocato, of Lloyd Gosselink Rochelle & Townsend, P.C., created the proposed resolution for the cities in the Steering Committee of Cities Served by Atmos.

ATTACHMENTS:

1. Atmos Mid-Tex 2026 RRM Settlement Resolution
2. Attachment 1_CY25 MTX RRM - Tariffs
3. Attachment 2_ CY25 MTX RRM - Pension Benchmark
4. CY25 MTX RRM - Average Bill

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

TOWN OF FLOWER MOUND
RESOLUTION NO. ___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2026 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the Town of Flower Mound, Texas ("Town") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and,

WHEREAS, the Town is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and,

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and,

WHEREAS, the current RRM tariff was adopted by the Town in a rate ordinance in 2018; and,

WHEREAS, on about April 1, 2026, Atmos Mid-Tex filed its 2026 RRM rate request with ACSC Cities based on a test year ending December 31, 2026; and,

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2026 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and,

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $260.5 million on a system-wide basis with an Effective Date of October 1, 2026; and,

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and,

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and,

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and,

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and,

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

SECTION 1

That the findings set forth in this Resolution are hereby in all things approved.

SECTION 2

That, without prejudice to future litigation of any issue identified by ACSC, the Town Council finds that the settled amount of an increase in revenues of $260.5 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2026 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3

That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4

That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $260.5 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5

That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 6

That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2026 RRM filing.

SECTION 7

That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 8

That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9

That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 10

That consistent with the Town Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2026.

SECTION 11

That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY OF AUGUST, 2026.

APPROVED:

_____
Cheryl Moore, MAYOR

ATTEST:

_____
Traci Henderson, TOWN SECRETARY

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 24.35 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 24.40 per month
Commodity Charge – All Ccf	$ 1.03839 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 19196. Surcharge billing effective July 1, 2026.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 115.50 per month
Rider CEE Surcharge	$ 0.00 per month[1]
Total Customer Charge	$ 115.50 per month
Commodity Charge – All Ccf	$ 0.27784 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 19196. Surcharge billing effective July 1, 2026.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 2,304.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.9582 per MMBtu
Next 3,500 MMBtu	$ 0.7018 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1505 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 2,304.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.9582 per MMBtu
Next 3,500 MMBtu	$ 0.7018 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1505 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (0.14)
Rate C – Commercial Sales	$ (0.49)
Rate I – Industrial Sales	$ (10.47)
Rate T – Transportation	$ (10.47)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Unprotected Excess Deferred Income Tax Amortization

The allocated RRM Cities balance of the Unprotected portion of the Excess Deferred Income Taxes ("EDIT") remaining after implementation of rates at October 1, 2026 shall be applied to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill for a one-month period. The refund amount by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (4.45)
Rate C – Commercial Sales	$ (14.80)
Rate I – Industrial Sales	$ (319.02)
Rate T – Transportation	$ (319.02)

Maximum Allowable Operating Pressure ("MAOP") Hydrostatic Testing Cost Recovery

The allocated RRM Cities balance of the MAOP Hydrostatic Testing Cost as of December 31, 2025 is to be recovered through a monthly rate. This monthly rate shall be applied to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill for approximately twelve (12) months or until all approved costs are recovered from the applicable customer classes. The monthly recovery rate by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ 0.30
Rate C – Commercial Sales	$ 0.98
Rate I – Industrial Sales	$ 21.17
Rate T – Transportation	$ 21.17

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BI_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.78	0.1448	91.89	0.8018
Austin	9.07	0.1318	213.26	0.9418
Dallas	12.87	0.1937	192.49	1.1269
Waco	9.39	0.1261	159.17	0.8068
Wichita Falls	10.61	0.1364	133.65	0.6965

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2026 Willis Towers Watson Report as adjusted (1) (2) (3)	$ 200,382	$ (490,197)	$ 951,536	$ (3,288,240)	$ 72,926	
2	Allocation Factor	46.66%	46.66%	87.00%	87.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 93,490	$ (228,707)	$ 827,882	$ (2,860,928)	$ 72,926	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 93,490	$ (228,707)	$ 827,882	$ (2,860,928)	$ 72,926	$ (2,095,337)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	80.27%	80.27%	36.19%	36.19%	8.73%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	$ 75,047		$ 299,646			$ 374,693
11	Total Post-Employment Benefit Plan		$ (183,588)		$ (1,035,492)		(1,219,080)
12	Total Supplemental Executive Benefit Plan					$ 6,367	6,367
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 75,047	$ (183,588)	$ 299,646	$ (1,035,492)	$ 6,367	$ (838,020)

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Rate R @ 40.7 Ccf**							
2	Base Rates:							
3	Customer Charge		$ 23.65	$ 24.35	$ 23.65	$ 24.35	$ 0.70	
4	Consumption Charge (Ccf)	40.7	$ 0.74748	$ 1.03839	30.44	42.29	11.85	
5	Total Base Rates				$ 54.09	$ 66.64	$ 12.55	23.20%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	40.7	$ 0.26375	$ 0.26375	$ 10.74	$ 10.74	$ -	
9	Rider GCR Part B (Ccf)	40.7	$ 0.58642	$ 0.58642	23.88	23.88	-	
10	Total Gas Cost				$ 34.62	$ 34.62	$ -	0.00%
11								
12	Total Base with Gas Cost				$ 88.71	$ 101.26	$ 12.55	
13	Rider FF & Rider TAX		0.06509	0.06509	5.77	6.59	0.82	14.15%
14								
15	**Total Residential Average Bill**				**$ 94.48**	**$ 107.85**	**$ 13.37**	**14.15%**
16								
17	**Rate C @ 372.6 Ccf**							
18	Base Rates:							
19	Customer Charge		$ 94.00	$ 115.50	$ 94.00	$ 115.50	$ 21.50	
20	Consumption Charge (Ccf)	372.6	$ 0.22261	$ 0.27784	82.95	103.53	20.58	
21	Total Base Rates				$ 176.95	$ 219.03	$ 42.08	23.78%
22								
23	Gas Cost:							
24	Rider GCR Part A	372.6	$ 0.26375	$ 0.26375	$ 98.28	$ 98.28	$ -	
25	Rider GCR Part B	372.6	$ 0.40258	$ 0.40258	150.02	150.02	-	
26	Total Gas Cost				$ 248.30	$ 248.30	$ -	0.00%
27								
28	Total Base with Gas Cost				$ 425.25	$ 467.33	$ 42.08	
29	Rider FF & Rider TAX		0.06509	0.06509	27.68	30.42	2.74	9.90%
30								
31	**Total Commercial Average Bill**				**$ 452.93**	**$ 497.75**	**$ 44.82**	**9.90%**
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	**Rate I at 1263 MMBTU**							
34	Base Rates:							
35	Customer Charge		$1,848.75	$ 2,304.50	$ 1,848.75	$ 2,304.50	$ 455.75	
36	Block 1 - Consumption Charge (MMBtu)	1,263	$ 0.7678	$ 0.9582	969.87	1,210.38	240.51	
37	Block 2 - Consumption Charge (MMBtu)	-	$ 0.5623	$ 0.7018	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1206	$ 0.1505	-	-	-	
39	Total Base Rates	1,263			$ 2,818.62	$ 3,514.88	$ 696.26	24.70%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,263	$ 2.63750	$ 2.63750	$ 3,331.65	$ 3,331.65	$ -	
43	Rider GCR Part B (MMBtu)	1,263	$ 0.90813	$ 0.90813	1,147.13	1,147.13	-	
44	Total Gas Cost				$ 4,478.78	$ 4,478.78	$ -	0.00%
45								
46	Total Base with Gas Cost				$ 7,297.41	$ 7,993.67	$ 696.26	
47	Rider FF and Rider TAX		0.06509	0.06509	475.01	520.33	45.32	9.54%
48								
49	**Total Industrial Average Bill**				**$ 7,772.42**	**$ 8,514.00**	**$ 741.58**	**9.54%**
50								
51	**Rate T at 4935 MMBTU**							
52	Base Rates:							
53	Customer Charge		$1,848.75	$ 2,304.50	$ 1,848.75	$ 2,304.50	$ 455.75	
54	Block 1 - Consumption Charge (MMBtu)	1,500	$ 0.7678	$ 0.9582	1,151.70	1,437.30	285.60	
55	Block 2 - Consumption Charge (MMBtu)	3,435	$ 0.5623	$ 0.7018	1,931.41	2,410.57	479.16	
56	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1206	$ 0.1505	-	-	-	
57	Total Base Rates	4,935			$ 4,931.86	$ 6,152.37	$ 1,220.51	24.75%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,935	$ 0.90813	$ 0.90813	$ 4,481.46	$ 4,481.46	$ -	
61	Total Gas Cost				$ 4,481.46	$ 4,481.46	$ -	0.00%
62								
63	Total Base with Gas Cost				$ 9,413.33	$ 10,633.84	$ 1,220.51	
64	Rider FF and Rider TAX		0.06509	0.06509	612.74	692.19	79.45	12.97%
65								
66	**Total Transportation Average Bill**				**$ 10,026.07**	**$ 11,326.02**	**$ 1,299.96**	**12.97%**