

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

FEBRUARY 1, 2016

FLOWER MOUND TOWN HALL, 2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

6:00 P.M.

An agenda information packet is available online at www.flower-mound.com/AgendaCenter

Please silence or turn off all electronic devices in the Council Chambers.

A. CALL MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PUBLIC PARTICIPATION

Please fill out a speaker form, available in the Town Hall on the night of the meeting, in order to address the Council and turn it in to the Town Secretary prior to Public Participation. Speakers are normally limited to three minutes. Time limits can be adjusted by the Mayor as to accommodate more or fewer speakers. For additional instructions or to complete your speaker form in advance [click here](#).

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not the subject of a public hearing. Any item requiring a public hearing will allow the public to speak at the time that item appears on this agenda as indicated as a "Public Hearing." Items that are the subject matter jurisdiction of the Town Council include Town policy and legislative issues. Issues regarding daily operational or administrative matters should first be dealt with at the administrative level by calling Town Hall at 972-874-6000 during business hours.

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

F. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.
3. Update on use of a temporary location for the Farmers Market.
4. Update on potential Hands free only ordinance for cell phone in vehicles.

G. FUTURE AGENDA ITEMS

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 a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

H. COORDINATION OF CALENDARS

1. The next Town Council meeting is a scheduled for February 15, 2016.

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I. CONSENT AGENDA - Consent Items

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

1. **Minutes 1/21** - Consider approval of the minutes from a regular meeting of the Town Council held on January 21, 2016.
2. **Cancel 3/7** - Consider approval of canceling the March 7, 2016, regular meeting of the Town Council.
3. **Cancel 7/4** - Consider approval of canceling the July 4, 2016, regular meeting of the Town Council.
4. **August reschedules** - Consider canceling the August 1st, regular meeting of the Town Council and rescheduling to August 4, 2016, and canceling the August 18th, work session of the Town Council and rescheduling to August 11, 2016.
5. **Reschedule 9/5** - Consider approval of canceling the September 5, 2016, regular meeting of the Town Council and calling a regular meeting on September 6, 2016.
6. **Building management system** - Transition Existing Town Buildings to SmartStruxture Building Management System
7. **PSA Library software** - Consider approval of a Professional Services Agreement with ByWater Solutions to support Integrated Library System software.
8. **Budget amendment** - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015 and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance 70-15 for adjustments to the General Fund.
9. **Police radio system updates** - Consider approval of the purchase of Phase II of the Public Safety portable and mobile radios, the update and upgrade of the radio system in the Police Department Communications Center, and the upgrade and remodel of the Communications Center.
10. **Vehicle purchase** - Consider approval of the purchase of mobile command vehicle by the Flower Mound Police and Fire Department.
11. **CIP amendment** - Consider approval of Amendment No. 2 to the Fiscal Year 2015-2016 Capital Improvement Program.
12. **PSA Oak Drive water main** - Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, for the construction materials testing associated with the Oak Drive Water Main Replacement project, in the amount of \$40,125.00; and authorization for the Mayor to execute same on behalf of the Town.

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J. REGULAR ITEMS

13. **Park naming** - Consider approval of naming the park property located on the 22-acre tract adjacent to Dunham Road as Dunham Ranch Athletic Complex.
14. **The Conservatory Estates (ZPD15-0006)** **Public Hearing**
Public Hearing to consider a request for rezoning (ZPD15-0006 – The Conservatory Estates) from Agricultural District (A) to Planned Development District No. 140 (PD-140) for a cluster development, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Freeman Road and north of Cross Timbers Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its January 25, 2016, meeting.)*
15. **The Conservatory Estates (DP15-0001)** Consider a request for a Development Plan (DP15-0001 – The Conservatory Estates) to develop a residential subdivision, and acceptance of cash in lieu of land in the amount of \$70,425.60 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$88,832.00, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located west of Freeman Road and north of Cross Timbers Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its January 25, 2016, meeting.)*
16. **Crossfire (SUP15-0025)** **Public Hearing**
Public Hearing to consider a request for a Specific Use Permit No. 442 (SUP15-0025 - Crossfire) to permit an indoor shooting range, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Long Prairie Road and east of Gerault Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its January 25, 2016, meeting)*
17. **Home improvement incentive program** - Consider approval of an ordinance for the Home Improvement Incentive program.
18. **Charter** – Discuss and consider Town Charter amendment proposals.

K. BOARDS/COMMISSIONS *(Bold text represents boards with vacancies)*

Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Animal Services Board, Cultural Arts Commission, **Environmental Conservation Commission**, Parks, Arts and Library Services Board, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and the **Transportation Commission**.

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L. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, as follows:

- a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.
- d. Consultation with Attorney as follows:

1. Hillside at Flower Mound Development by Rembert Enterprises, Inc.

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

M. RECONVENE TO REGULAR MEETING

The Town Council to reconvene into an open meeting to take any action deemed necessary as a result of the closed meeting.

N. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: January 29, 2016, at 12:35 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at (972) 874-6076.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: February 1, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on January 21, 2016.

BACKGROUND INFORMATION: The Town Council held a regular meeting on January 21, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on January 21, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 21, 2016 BOOK 44 PAGE 1

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 21ST DAY OF JANUARY 2016, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

The Town Council met in a regular meeting with the following members present:

Tom Hayden	Mayor
Steve Dixon	Mayor Pro Tem
Itamar Gelbman	Deputy Mayor Pro Tem
Mark Wise	Councilmember Place 1
Bryan Webb	Councilmember Place 2
Kevin Bryant	Councilmember Place 3

constituting a quorum with the following members of the Town Staff participating:

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Assistant Town Manager/CFO
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Mark Wood	Director of Economic Development

A. CALL REGULAR MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:00 p.m.

B./C. INVOCATION/PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG

Chaplain Roger Little gave the invocation Mayor Hayden led the pledges.

D. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject <i>(as written on the form)</i>
1.	Shyron Shenko, 5001 Rippy Rd	Safety on Rippy Road and investigation report

E. ANNOUNCEMENTS

Councilmember Dixon announced that he will not be seeking reelection for Place 4.

Councilmember Bryant welcomed the many Boy Scouts in attendance and expressed appreciation for the work they do in the Town.

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Councilmember Webb announced that the Flower Mound High School cheerleaders placed 4th in the state during the recent UIL state cheerleading championship.

Mayor Hayden had the following questions and comments for the Town Manager to address during the Town Manager's report:

- For the recently acquired cabin, he encouraged preparations be made to discourage vandalism. He also noted there might be a need to have the County involved in the restoration and operation efforts.
- For the water tower next to Flower Mound High School, what is the possibility of having the text of Jaguar Spirit added to it? He suggested getting LISD input for the message they would like.
- A request for an update on Jake's Hamburgers relative to the extension coming to an end in February for the non-compliant signage.

F. TOWN MANAGER'S REPORT**Update and discussion on:**

1. Update and status report related to capital improvement projects.

Mr. Stathatos gave a report on the following CIP projects:

- Water tower and the championship recognition
- Dog park ribbon cutting next Friday
- Regency park pump station

2. Update and discussion on Economic Development projects.

Mr. Stathatos gave a report on the following ED projects:

- Restaurant and retail update for Lakeside DFW
- Lakeside Business District update
- Restaurant and retail survey results

3. Update on the River Walk at Central Park.

Mr. Powell gave a report on the River Walk project identifying or noting:

- What has happened since the inception of the River Walk
- Table matrix that list the items, and includes a short description, and a color coded status
- Escrow and development agreement
- Restaurant row development agreement and associated deadlines
- Hotel amendment development agreement and associated deadlines
- Development process

Mr. Powell responded to questions from Council as follows:

- Does the Town know if the proposed list of restaurants identified last summer are still coming forward

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 21, 2016 BOOK 44 PAGE 3**4. Other**

- a. At the request of Mayor Hayden, Mr. Stathatos provided an update on the cabin since it now belongs to the Town, and specifically as it relates to restoration.
- b. Mr. Stathatos reported that the Town is in the bidding process for the waste services.

G. FUTURE AGENDA ITEMS**1. Councilmember Webb requested the following future agenda items:**

1. Hands free only ordinance for cell phone use in a car
2. Commemorative tree program for Environmental Conservation Commission consideration
3. Utilization of the parking lot next to Town Hall (previously used by the senior center) as a temporary location for the Farmer's Market

In accordance with the Town Council agenda setting policy, there was Council consensus to proceed with the above referenced future agenda item topics.

Deputy Mayor Pro Tem Gelbman revisited a previous suggestion about having a registration program for military personnel located in Flower Mound for the purpose of recognizing them when they return from deployments.

Mr. Stathatos responded that there was difficulty in finding a clearing house of information that identified all of the veterans that live in the Town.

Councilmember Bryant requested, in conjunction with the joint ECC meeting in Feb, to review the sustainability program for a status update and identify next steps.

Mayor Pro Tem Dixon requested that staff and members of Council come forward with points for consideration relative to placing possible Charter amendments on the ballot for the May 7th election. He pointed out there have been situations where the Charter has not been very clear and noted that it's mainly clean-up work that needs to be done. He suggested staff work with Council informally to come up some ideas or points Council might want to consider putting on the ballot for a Charter election.

Ms. Scott responded to questions related to timing.

Mr. Meredith responded to questions related to timing and an inquiry as to if there was a need for improvement and clarity in the Charter.

Mayor Hayden stated there would not be a need for a Charter Review Commission and Mayor Pro Tem Dixon clarified that it's mostly clean up anyway.

There was some discussion about timing and to consider bringing items forward with a Commission and for a November election.

In accordance with the Town Council agenda setting policy, there was Council consensus to proceed with having a discussion on possible Charter amendments.

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 21, 2016 BOOK 44 PAGE 4**H. COORDINATION OF CALENDARS**

1. Mayor Hayden announced that the next Town Council meeting is a scheduled for February 1st.

2. Consider canceling the following 2016 meetings:

March 7, regular meeting (LISD Spring Break Week);

July 4, regular meeting (Independence Day)

Consider canceling and rescheduling the following 2016 meetings:

August 1, regular and reschedule to August 4 (Thursday)

August 18, work session and reschedule to August 11 (Thursday)

September 5 (Labor Day), regular and reschedule to September 6 (Tuesday)

Mayor Hayden pointed out the reasons for the March and July cancellations, and Ms. Scott and Ms. Wallace noted the other reschedule dates coincide with the budget needs.

There was Council consensus to proceed with the date changes as identified above.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on December 7, 2015.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on December 7, 2015.

Item 2 was pulled from consent.

3. Consider approval of the award of Request for Proposal Number 2016-10 to Metroport Meals on Wheels, Incorporated to establish an annual fixed-price contract to provide meals for the Town's Seniors Lunch Program in the estimated amount of \$55,575; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

RECOMMENDATION: Move to approve the award of Request for Proposal Number 2016-10 to Metroport Meals on Wheels, Incorporated to establish an annual fixed-price contract to provide meals for the Town's Seniors Lunch Program in the estimated amount of \$55,575; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

4. Consider approval of the purchase of one (1) new Caterpillar Backhoe/Loader w/Extend-a Hoe, 2WD for the Public Works Department from Holt Caterpillar, through the Texas Local Government Purchasing Cooperative program, in the total amount of \$72,788.36.

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RECOMMENDATION: Move to approve the purchase of one (1) new Caterpillar Backhoe/Loader w/Extend-a Hoe, 2WD for the Public Works Department from Holt Caterpillar, through the Texas Local Government Purchasing Cooperative program, in the total amount of \$72,788.36.

5. Consider approval of the purchase of one (1) new Ditch Witch FX30A FX30 Vacuum System for the Public Works Department from EKA Government Sales Experts, through the Texas Local Government Purchasing Cooperative program, in the total amount of \$53,361.97.

RECOMMENDATION: Move to approve the purchase of one (1) new Ditch Witch FX30A FX30 Vacuum System for the Public Works Department from EKA Government Sales Experts, through the Texas Local Government Purchasing Cooperative program, in the total amount of \$53,361.97.

6. Consider approval of a resolution authorizing adoption of the Denton County Hazard Mitigation Action Plan, January, 2016, and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a resolution authorizing adoption of the Denton County Hazard Mitigation Action Plan, January, 2016, and authorization for the Mayor to execute same on behalf of the Town.

RESOLUTION NO. 02-16**A RESOLUTION OF THE TOWN OF FLOWER MOUND ADOPTING THE DENTON COUNTY HAZARD MITIGATION ACTION PLAN, JANUARY 2016.**

7. Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.

8. Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.

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9. Consider approval of the award of Request for Bid Number 2016-12 to the lowest responsive, responsible bidders, U.S. Standard Sign (Group I) and Centerline Supply, LTD (Groups II, III, and IV) at the unit prices bid, for an estimated annual expenditure of \$140,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

RECOMMENDATION: Move to approve the award of Request for Bid Number 2016-12 to the lowest responsive, responsible bidders, U.S. Standard Sign (Group I) and Centerline Supply, LTD (Groups II, III, and IV) at the unit prices bid, for an estimated annual expenditure of \$140,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

10. Consider approval of a Professional Services Agreement for the design, construction documents, and bidding phase services for the Bakersfield Bridge Bank Stabilization project, with Kimley Horn and Associates, Inc., for \$38,000.00; and authorization for the Mayor to execute the same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement for the design, construction documents, and bidding phase services for the Bakersfield Bridge Bank Stabilization project, with Kimley Horn and Associates, Inc., for \$38,000.00; and authorization for the Mayor to execute the same on behalf of the Town.

Councilmember Bryant moved to approve by consent Items 1; 3 – 10. Councilmember Webb seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE****NAYS: NONE****J. REGULAR ITEMS**

Items 2 was pulled from consent and moved to regular items as indicated below.

2. Consider approval of the minutes from a regular meeting of the Town Council held on December 21, 2015.

Councilmember Webb indicated he requested this item be pulled because he was absent at that meeting and would like to abstain.

Councilmember Bryant moved to approve the minutes from a regular meeting of the Town Council held on December 21, 2015. Mayor Pro Tem Dixon seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: WISE, BRYANT, DIXON, GELBMAN****NAYS: NONE****ABSTAIN: WEBB**

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11. Discuss and consider a resolution to refer the "Investigation Report, Town of Flower Mound," to the Denton County District Attorney's Office and declaring a public rebuke of Councilmember Itamar Gelbman on the basis of the report.

Administrative Note: This item was moved and discussed as the last agenda item.

Mayor Hayden provided background information that led to this agenda item coming forward. In addition, he recited the proposed Resolution in its entirety.

Council Discussion

There was Council discussion as follows:

- Deputy Mayor Pro Tem Gelbman commented or pointed out:
 - o "If you proceed with this course of action, in my opinion, you are taking an ultra vires act that constitutes an act of official oppression. If you proceed I will file your complaint with a police report for that act."

Mayor Hayden stated to members of Council that if they didn't feel that the content of the Resolution is 100% accurate, and that they couldn't support under deposition of oath with the District Attorney (DA), to not support the resolution.

- Councilmember Webb commented or pointed out:
 - o background information that led to this point
 - o allegations that were made
 - o the process to date with the investigator
 - o outcome of the investigation
 - o threats against others and members of Council
 - o subsequent actions and comments
 - o questioned why Deputy Mayor Pro Tem Gelbman hasn't resigned, including comments about his attendance
 - o noted characteristics that don't align with the Israeli Defense Force in which he is associated with
 - o he is in favor of forwarding the Resolution to the DA and the DA will look at the report and decide whether or not to pursue it further
- Councilmember Bryant commented or pointed out:
 - o he was not interested in having the investigation initially
 - o there were multiple occasions along the way where the subject came to a crossroad where it could have ended or continued on the path
 - o the biggest problem he had and the main reason he wanted to see it go forward is because at each one of those forks in the road, Deputy Mayor Pro Tem Gelbman's actions directed Council to where they are today
 - o Deputy Mayor Pro Tem Gelbman made it where it had to be this way and it's not the way it should have been done
 - o there were many times this could have come to an end
 - o expressed sadness that the Council/Town is at this point, and noted that it had an inertia all of its own and that's where we are

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Mayor Hayden restated his comment to members of Council stating "If you do not feel this resolution is 100% true and accurate, that you could support under deposition of oath with the DA, please do not vote in favor of this."

- Mayor Pro Tem Dixon commented or pointed out:
 - o the many meetings on this matter
 - o expressed sadness that the Town has to go through this
 - o he has written documentation of closed session discussion recollections, and how those notes match up to the resolution, with the exception of the one line that talked about if this goes to court I will bankrupt this *expletive" town. He indicated that is because he was not the Councilmember that heard that so that is the one thing he could not be a witness to
 - o past interest in having all of the facts before proceeding with the investigation (depositions, etc.)
 - o a desire to wash his hands of it and take it off his plate where it's never talked about again
 - o package it all up and send it to the DA and if the DA decides to throw it in the trash that's his job. It's no longer my responsibility

Mayor Hayden pointed out his reasoning for having this item heard last.

Mr. Meredith responded to questions from Council as follows:

- If the Resolution is within the scope of the Town Council's purview
- Clarification that along with the Resolution, the DA will also get the report and all supporting documentation

Councilmember Webb moved to approve a resolution to refer the "Investigation Report, Town of Flower Mound," to the Denton County District Attorney's Office and declaring a public rebuke of Councilmember Itamar Gelbman on the basis of the report and the factual findings contained within the resolution. Councilmember Bryant seconded the motion.

RESOLUTION NO. 01-16

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, DIRECTING THE TOWN MANAGER AND TOWN ATTORNEY TO REFER THE "INVESTIGATION REPORT TOWN OF FLOWER MOUND," ISSUED MONDAY NOVEMBER 30, 2015, TO THE DENTON COUNTY DISTRICT ATTORNEY'S OFFICE; DECLARING A PUBLIC REBUKE OF COUNCILMEMBER ITAMAR GELBMAN ON THE BASIS OF THE FINDINGS SET FORTH IN THE REPORT AND MAKING ADDITIONAL FINDINGS IN SUPPORT OF SUCH REBUKE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: WISE, WEBB, BRYANT, DIXON

NAYS: GELBMAN

Motion passed

Mayor Hayden opened items 12 – 15 at the same time.

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12. Discuss Consider Fourth Amendment to the Contract of Sales Agreement for a public access and utility easement from Janvier Scott; and authorize the Mayor to execute same on behalf of the Town. *(Items 12 – 15 are related)*

Staff Presentation

Mr. Powell gave a presentation for items 12 -15 identifying or noting:

- General location
- Photographs of the site
- Traffic concerns under the current situation
- Contract amendment
- Contract of sales agreement
- Bob White Ln and how it relates to the master plan
- SPA 2 language changes
- No comments received
- Options 1 and 2

Mr. Meredith responded to questions from Council as follows:

- If there was anything to add from a legal perspective

Mr. Powell responded to the following questions asked during the public hearing:

- Why weren't minutes from the Planning and Zoning (P & Z) included as part of the Council packet
- What the vote was for this item when it was before P & Z

Council Discussion:

- Whether the negotiated amount of \$100,000 for the property owner should remain the same given that was a negotiated amount under the condition that the trees would be removed (and now they are remaining)
- Response to a comment that was made during the public hearing regarding campaign contributions

Councilmember Bryant moved to approve Fourth Amendment to the Contract of Sale between Janvier Scott and The Town of Flower Mound, Texas, to acquire a public access and utility easement for the construction of the Spine Road across Bob White Lane. Mayor Pro Tem Dixon seconded the motion.

VOTE ON MOTION:

AYES: GELBMAN, DIXON, BRYANT

NAYS: WEBB

ABSTAIN: WISE

Motion passed

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13. Consider a request for a Master Plan Amendment (MPA15-0008 – Specific Plan Area 2) to amend Section 3, Specific Plans, by modifying the access standards and map for Specific Plan Area 2 (SPA 2) to address the Bob White Lane public access, utility and sidewalk easements per the terms of the approved Contract of Sales Agreement, and to consider adopting an ordinance providing for said amendment. SPA 2 is generally located on both sides of Long Prairie Road (FM 2499) between Sagebrush Drive and Chaparral Lane. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 11, 2015, meeting.) (The Town Council tabled this item indefinitely at its November 2, 2015, meeting.) (The official Public Hearing was held on June 1, 2015)*

Mayor Hayden opened the Public Hearing at 6:52 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Janvier Scott, 2829 Bob White Lane	None	Marsha Gavitt, 6501 Meadowcrest Ln
		Paul Stone, 709 Lake Bluff Dr
		Patsy Mizeur, 1821 Castle Court

Mayor Hayden closed the Public Hearing at 7:02 p.m.

Councilmember Bryant moved to approve a request for a Master Plan Amendment (MPA15-0008 – Specific Plan Area 2) to amend Section 3, Specific Plans, by modifying the access standards and map for Specific Plan Area 2 (SPA 2) to address the Bob White Lane public access, utility and sidewalk easements per the terms of the approved Contract of Sales Agreement, and adopt an ordinance providing for said amendment. Councilmember Webb seconded the motion.

ORDINANCE NO. 01-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 3.0, SPECIFIC PLANS, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, BY AMENDING SPECIFIC PLAN AREA #2 (SPA 2) BY REPLACING THE EXISTING MAP FOR THE DEVELOPMENT OF SPECIFIC PLAN AREA #2 (SPA 2) CONTAINED ON PAGE 3.9 OF THE MASTER PLAN WITH A NEW DEVELOPMENT CONTROL PLAN OF SPECIFIC PLAN AREA #2 (SPA 2) AND BY AMENDING CERTAIN PORTIONS OF THE TEXTUAL PROVISIONS CONTAINED WITHIN SPECIFIC PLAN AREA #2 (SPA 2) CONTROLLING THE DEVELOPMENT OF SAID AREA; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 21, 2016 BOOK 44 PAGE 11**VOTE ON MOTION:***Motion passed***AYES: WEBB, BRYANT, DIXON, GELBMAN****NAYS: NONE****ABSTAIN: WISE**

14. Consider approval of the Memorandum of Agreement with Dirk Laukein; and authorization of Mayor to execute same on behalf of the Town.

Councilmember Bryant moved to approve the Memorandum of Agreement with Dirk Laukein; and authorize the Mayor to execute same on behalf of the Town. Councilmember Webb seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, DIXON, BRYANT, WEBB****NAYS: NONE****ABSTAIN: WISE**

15. Consider approval of the Addendum To Development Agreement with MRK Enterprises, LLC; and authorization for the Mayor to execute the same on behalf of the Town.

Councilmember Bryant moved to approve the Addendum To Development Agreement with MRK Enterprises, LLC; and authorize the Mayor to execute same on behalf of the Town. Councilmember Webb seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: WEBB, BRYANT, DIXON, GELBMAN****NAYS: NONE****ABSTAIN: WISE**

Mayor Hayden opened items 16, 17, 18 & 19 at the same time.

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Background information
- 114 different pieces of information because it's been reviewed since July
- General and detailed location
- Land use and zoning (Lakeside area plan)
- Photographs of the site and vicinity
- Office versus industrial use of the building
- Recreational use explanation
- Truck route
- Environmental aspects of the site
- Tree removal area as well as location where they are saving trees
- Driveway standards
- Conceptual elevations

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 21, 2016 BOOK 44 PAGE 12

- SMARTGrowth analysis
- Slope lines
- Topographic slope
- Applicant is requesting exceptions from a few of the Town standards

Mr. Powell responded to questions from Council as follows:

- Clarification of the location of Stryker (aerial map)
- Clarification regarding zoning for this project and Lakeside DFW
- How many campus commercial applications has the Town received and approved in the last 20 years
- Clarification that the green space will remain natural as it exist today
- Clarification on the area that needs the slope protection
- Clarification regarding the location of the curb cut

Mr. Wood gave a presentation identifying or noting:

- Background information about the company and the economic development impact
- What the 380 agreement provides
- Cost-benefit over 22 years (lease and extensions)

Mr. Wood responded to questions from Council as follows:

- Indirect benefit in having Stryker in Flower Mound
- Is Stryker being heavily recruited to go elsewhere, and if so, are there incentives being offered
- What was the 2004 agreement for and did they meet the terms of that agreement
- What is the possibility of Stryker leaving Flower Mound if these items don't pass
- What is the average salary for their employees
- What did Grapevine give Kubota
- Does the Town have an inventory of land
- Were the provisions of the 2004 agreement met
- What are the sales tax estimates

Mr. Meredith responded to questions from Council as follows:

- Can the agreement include a no trucks sign on Silveron Road
- Is there a way to approve building one and not building two (conditions)

Applicant Presentation

Will Munding, Crow Holdings, 3819 Maple, Dallas

Representing Stryker:

Megan Turner, Brent Kennedy, Martial Besse, Chris Adams

Mr. Munding gave a presentation identifying or noting:

- Aerial photo of the site

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 21, 2016 BOOK 44 PAGE 13

- Site plan
- Lakeside aerial (context)
- Background information about Stryker
- Intended use of the building
- Planning and zoning commission issues as indicated below and what they plan to do to address each concern:
 - o the look of Lakeside Parkway
 - o site lines from 2499
 - o building 2 design
 - o environmental impact
 - o job creation
 - o buffering between land uses

Mr. Mundinger or representative from Stryker responded to questions or comments from Council as follows:

- Concerns regarding building # 2 (topographic slope) and the possibility of presenting as two projects in the future if the vote fails
- When planting trees make sure to not plant any under power lines
- Concerns related to the size of building two if that is possible to be presented as a secondary project
- Will the green space remain natural or trimmed up to look like a city park
- Elaborate on his comment that the Town has a progressive landscaping ordinance
- Are they looking at other communities
- What is your timing
- Will there be truck traffic on Silveron
- Use caution in going forward with too much glass on the building
- Sport courts are a nice amenity
- Appreciation for the quick turn around and making changes to address the concerns brought up at P & Z

Mayor Hayden opened the Public Hearing for items 16, 17, 18, and 19 at 8:21 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/ Comments Only
	Katie Lowe, 3113 Springwood	None.
Jim Wills, 6022 Club Oaks Place, Dallas (item 16)(with concerns)	Renee Doyle, 920 Drake Trl (item 19)	
Britt Stock, 3701 Acton (16,17,18)		

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 21, 2016 BOOK 44 PAGE 14

Paul Stone, 709 Lake Bluff Dr		
Patsy Mizeur, 1821 Castle Ct		

Mayor Hayden closed the Public Hearing for items 16, 17, 18, and 19 at 8:35 p.m.

Council Discussion

There was Council discussion as follows:

- Appreciation for the commitment to double the caliper size of the trees going in initially
 - Appreciation for leaving the green space untouched, as well as the additional landscaping
 - Appreciation for the transition between campus commercial and industrial
 - Sport courts are a nice amenity
 - Appreciation for the quick turn around and making changes to address the concerns brought up at P & Z
 - Comment about being impressed with the facility and the work that is done at this location from a recent tour
 - How the soccer field can be perceived as set back (green space)
 - How the line of sight is not an issue and will fit with the surrounding area
 - The benefits that Stryker brings to the Town
 - Appreciation for the additional embellishments
 - Clarification that Flower Mound doesn't write checks; however, fees get waived which can be considered an investment
16. Public Hearing to consider a request for a Master Plan Amendment (MPA15-0010 – Silveron Industrial Warehouse) to amend Section 1.0, Land Use Plan, and Section 2.0, Area Plans, of the Master Plan to change the current land use designation from Campus Commercial uses to Campus Industrial uses on approximately 41.24 acres of land within the Lakeside Business District Area Plan, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway and east of Lake Forest Boulevard. ***(Planning and Zoning Commission recommended denial by a vote of 4 to 2 at its January 11, 2016, meeting.)***

Councilmember Bryant moved to approve a request for a Master Plan Amendment (MPA15-0010 – Silveron Industrial Warehouse) to amend Section 1.0, Land Use Plan, and Section 2.0, Area Plans, of the Master Plan to change the current land use designation from Campus Commercial uses to Campus Industrial uses on approximately 41.24 acres of land within the Lakeside Business District Area Plan, and adopt an ordinance providing for said amendment. Councilmember Wise seconded the motion.

ORDINANCE NO. 03-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, AND SECTION 2.0, AREA PLANS, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAKESIDE BUSINESS DISTRICT AREA PLAN MAP FROM CAMPUS COMMERCIAL USES TO CAMPUS INDUSTRIAL USES ON APPROXIMATELY 41.24 ACRES OF LAND SITUATED IN THE J. KNIGHT SURVEY, ABSTRACT NUMBER 692; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:**AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN****NAYS: NONE***Motion passed*

17. Public Hearing to consider a request for rezoning (ZPD15-0013 – Silveron Industrial Warehouse) from Planned Development District No. 31 (PD 31) for Campus Commercial District (CC) uses to Planned Development District No. 145 (PD-145) for Campus Industrial District (CI) uses with certain exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway and east of Lake Forest Boulevard. *(Planning and Zoning Commission recommended denial by a vote of 4 to 2 at its January 11, 2016, meeting.)*

Councilmember Webb moved to approve a request for rezoning (ZPD15-0013 – Silveron Industrial Warehouse) from Planned Development District No. 31 (PD 31) for Campus Commercial District (CC) uses to Planned Development District No. 145 (PD-145) for Campus Industrial District (CI) uses with certain exceptions to the Code of Ordinances, and adopt an ordinance providing for said amendment. Councilmember Bryant seconded the motion.

Deputy Mayor Pro Tem Gelbman moved to amend the motion to approve building one, without approving building number two.

The amended motion failed due to lack of a second.

ORDINANCE NO. 02-16

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 OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 41.24 ACRES OF LAND SITUATED IN THE J. KNIGHT SURVEY, ABSTRACT NUMBER 692, FROM PLANNED DEVELOPMENT DISTRICT NO. 31 (PD-31) FOR CAMPUS COMMERCIAL DISTRICT (CC) USES TO PLANNED DEVELOPMENT DISTRICT NO.

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 21, 2016 BOOK 44 PAGE 16

145 (PD-145) FOR CAMPUS INDUSTRIAL DISTRICT (CI) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: DIXON, BRYANT, WEBB, WISE****NAYS: GELBMAN**

18. Public Hearing to consider an application for a tree removal permit for eight (8) specimen trees on property proposed for development as Silveron DC 1 & 2. The property is generally located north of Silveron Boulevard, south of Lakeside Parkway, and east of Lake Forest Boulevard. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its October 6, 2015, meeting).*

Mayor Pro Tem Dixon moved to approve the requested permit for eight (8) specimen trees on property proposed for development as Silveron Industrial Warehouse. The property is generally located north of Silveron Boulevard, south of Lakeside Parkway, and east of Lake Forest Boulevard. Councilmember Wise seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN****NAYS: NONE**

19. Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Stryker Corporation, and authorization for the Mayor to execute same on behalf of the Town.

Councilmember Webb moved to approve a Chapter 380 Agreement between the Town of Flower Mound and Stryker Corporation, and authorize the Mayor to execute same on behalf of the Town. Councilmember Bryant seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE****NAYS: NONE**

20. Consider approval of the award of Bid No. 2016-9 to A&M Construction and Utilities, Inc., for the Oak Drive Water Main Replacement project, in the amount of \$1,083,877.50; and authorization for the Mayor to execute same on behalf of the Town.

Mayor Pro Tem Dixon commented that he appreciated staff not bringing it forward as a consent item because of the significant amount.

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 21, 2016 BOOK 44 PAGE 17**Staff Presentation**

Mr. Parr stated the water line project is to replace some old pvc line that was put in the 70's and there have been annual and ongoing leaks.

Ms. Wallace responded to questions from Council regarding the funding source.

Councilmember Webb moved to approve the award of Bid No. 2016-9 to A&M Construction and Utilities, Inc., for the Oak Drive Water Main Replacement project, in the amount of \$1,083,877.50; and authorize the Mayor to execute same on behalf of the Town. Mayor Pro Tem Dixon seconded the motion.

VOTE ON MOTION:

AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN

NAYS: NONE

Motion passed

21. Public Hearing to consider a request for a variance (MISC15-0006 - Manchale Alcohol Variance) to permit the sale of alcoholic beverages by a restaurant within 300 feet of a public school. The property is located at 420 Parker Square.

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Detailed location
- Circle identifying the 300 feet from the school
- Section 18-527 of the Town's code that allows the Town Council to grant a variance
- The school has been informed about the request and staff has not received any comments

Mr. Meredith responded to questions from Council as follows:

- Clarification that the distance is measured from property line to property line
- What are the state regulations in relation to the 300 feet

Mr. Powell responded to questions from Council as follows:

- Is the college triggered by the alcohol sales
- What are the other restaurants that serve alcohol in Parker Square
- How long ago was the letter sent to the school

Applicant

Gaurav Mishra

Mr. Mishra provided background information about himself, as well as the concept of Indian food dining and responded to questions from Council as follows:

- What will the business hours be

Mayor Hayden opened the Public Hearing at 9:31 p.m.

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 21, 2016 BOOK 44 PAGE 18

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/ Comments Only
Don McDaniel, 3801 Hide-A-Way Lane	Warner Watkins, 2800 London Ln	
Phyllis Garcia, representing the landlord for Parker Square		

Mayor Hayden closed the Public Hearing at 9:35 p.m.

Councilmember Webb moved to approve a request for a variance (MISC15-0006 - Manchale Alcohol Variance) to permit the sale of alcoholic beverages by a restaurant within 300 feet of a public school. Councilmember Bryant seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: DIXON, BRYANT, WEBB, WISE****NAYS: GELBMAN****K. BOARDS/COMMISSIONS**

Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Animal Services Board, Cultural Arts Committee, Environmental Conservation Commission, Parks, Arts and Library Services Board, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and Transportation Commission.

Councilmember Bryant suggested appointing alternates for the regular seats that recently became vacant on the ECC and Transportation Commissions, resulting in the vacancies being for the alternate positions.

Councilmember Bryant moved to appoint David Bell to Place 4 on the Transportation Commission, and to appoint Elaine Takacs to Place 6 on the Environmental Conservation Commission.

Ms. Scott clarified that each of those seats carries a September 30, 2016 term expiration date.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE****NAYS: NONE**

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 21, 2016 BOOK 44 PAGE 19**L./M. CLOSED/OPEN MEETING**

The Town Council did not convene into a closed meeting; therefore no action was taken as a result of a closed meeting.

- a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, Planning and Zoning Commission, and the Mayor/Town Council.

No action taken.

- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

No action taken.

- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.

- d. Consultation with Attorney as follows:

1. Town Council investigation

No action taken.

N. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 10:02 p.m. on Thursday, January 21, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: February 1, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of canceling the March 7, 2016, regular meeting of the Town Council.

BACKGROUND INFORMATION: The Town Council meets regularly on the first and third Mondays of each month. Staff recommends canceling the March 7, 2016, meeting due to the school holidays for the LISD, AISD, DISD, and NWISD school districts.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft cancelation notice

RECOMMENDATION: Move to approve canceling the March 7, 2016, regular meeting of the Town Council.



**NOTICE OF MEETING CANCELTION
FLOWER MOUND TOWN COUNCIL
FLOWER MOUND, TEXAS**

NOTICE IS HEREBY GIVEN THAT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SCHEDULED FOR MONDAY, MARCH 7, 2016, HAS BEEN CANCELED.

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING CANCELTION WAS POSTED ON THE BULLETIN BOARD OF TOWN HALL, 2121 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS, IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, CHAPTER 551, ON THE ____ DAY OF ____, 2016, AT ____ A.M./P.M.

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: February 1, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of canceling the July 4, 2016, regular meeting of the Town Council.

BACKGROUND INFORMATION: The Town Council meets regularly on the first and third Mondays of each month. Due to the Independence Day holiday, staff is proposing that the July 4, 2016, meeting be canceled.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft cancelation notice

RECOMMENDATION: Move to approve canceling the July 4, 2016, regular meeting of the Town Council.



**NOTICE OF MEETING CANCELTATION
FLOWER MOUND TOWN COUNCIL
FLOWER MOUND, TEXAS**

NOTICE IS HEREBY GIVEN THAT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SCHEDULED FOR MONDAY, JULY 4, 2016, HAS BEEN CANCELED.

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING CANCELTATION WAS POSTED ON THE BULLETIN BOARD OF TOWN HALL, 2121 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS, IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, CHAPTER 551, ON THE _____ DAY OF _____, 2016, AT _____ A.M./P.M.

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: February 1, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider canceling the August 1st, regular meeting of the Town Council and rescheduling to August 4, 2016, and canceling the August 18th, work session of the Town Council and rescheduling to August 11, 2016.

BACKGROUND INFORMATION: Staff is proposing to reschedule the Monday, August 1, 2016, regular meeting to Thursday, August 4, 2016, and the Thursday, August 18, 2016, work session to Thursday, August 11, 2016, to accommodate State law budget and tax requirements.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENT:

1. Draft reschedule notice for regular meeting
2. Draft reschedule notice for work session

RECOMMENDATION: Move to approve canceling the August 1st, regular meeting of the Town Council and rescheduling to August 4, 2016, and canceling the August 18th, work session of the Town Council and rescheduling to August 11, 2016.

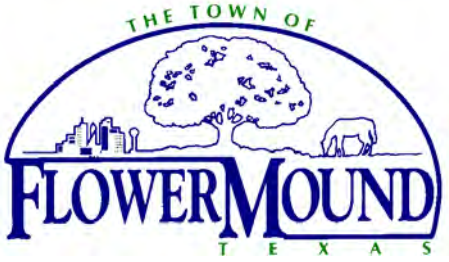


**NOTICE OF MEETING RESCHEDULE
FLOWER MOUND TOWN COUNCIL
FLOWER MOUND, TEXAS**

NOTICE IS HEREBY GIVEN THAT THE MEETING OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SCHEDULED FOR MONDAY, AUGUST 1, 2016, HAS BEEN RESCHEDULED TO THURSDAY, AUGUST 4, 2016, TO ACCOMMODATE STATE LAW BUDGET AND TAX REQUIREMENTS

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING RESCHEDULE WAS POSTED ON THE BULLETIN BOARD OF TOWN HALL, 2121 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS, IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, CHAPTER 551, ON THE _____ DAY OF _____, 2016, AT _____ A.M./P.M.

Theresa Scott, TOWN SECRETARY



**NOTICE OF WORK SESSION RESCHEDULE
FLOWER MOUND TOWN COUNCIL
FLOWER MOUND, TEXAS**

NOTICE IS HEREBY GIVEN THAT THE WORK SESSION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SCHEDULED FOR THURSDAY, AUGUST 18, 2016, HAS BEEN RESCHEDULED TO THURSDAY, AUGUST 11, 2016, TO ACCOMMODATE STATE LAW BUDGET AND TAX REQUIREMENTS

I HEREBY CERTIFY THAT THIS NOTICE OF WORK SESSION RESCHEDULE WAS POSTED ON THE BULLETIN BOARD OF TOWN HALL, 2121 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS, IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, CHAPTER 551, ON THE _____ DAY OF _____, 2016, AT _____ A.M./P.M.

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: February 1, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of canceling the September 5, 2016, regular meeting of the Town Council and calling a regular meeting on September 6, 2016.

BACKGROUND INFORMATION: The Town Council meets regularly on the first and third Mondays of each month. Due to the Labor Day holiday, staff is proposing that the September 5, 2016, meeting be canceled, with a regular meeting scheduled for Tuesday, September 6, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

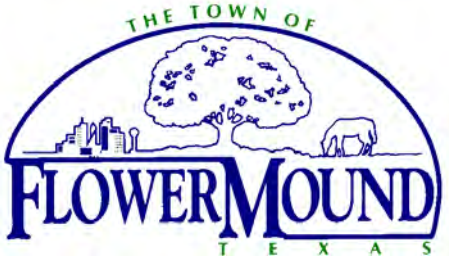
Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft cancelation notice

RECOMMENDATION: Move to approve canceling the September 5, 2016, regular meeting of the Town Council and calling a regular meeting on September 6, 2016.



**NOTICE OF MEETING CANCELTION
FLOWER MOUND TOWN COUNCIL
FLOWER MOUND, TEXAS**

NOTICE IS HEREBY GIVEN THAT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SCHEDULED FOR MONDAY, SEPTEMBER 5, 2016, HAS BEEN RESCHEDULED TO TUESDAY, SEPTEMBER 6, 2016.

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING CANCELTION WAS POSTED ON THE BULLETIN BOARD OF TOWN HALL, 2121 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS, IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, CHAPTER 551, ON THE ____ DAY OF ____, 2016, AT ____ A.M./P.M.

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: February 1, 2016

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider migrating existing Town buildings to SmartStruxture Building Management System

BACKGROUND INFORMATION: Continued migration of existing Town buildings (Community Activity Center, Animal Adoption Center, Fleet Service Center, and East Gate at Public Works building) into StruxtureWare/INET which currently do not have a Building Management System installed and/or have outdated systems that are no longer supported by the manufacturer and in danger of failure.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$97,000.000

Proposed Expenditure:	Account Number(s):
\$97,000.00	100-650-59200-5110

Finance Review by: Debra Wallace, Assistant Town Manager/CFO 

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Building Quotes

RECOMMENDATION: Move to approve migrating existing Town buildings to SmartStruxture Building Management System.

TOWN OF FLOWER MOUND 2015 PRICING (SCHNEIDER TCPN R5191)



2015 Pricing for Animal Adoption Center

To: Town of Flower Mound – Jeff Garner
 Date: December 11, 2015
 Project: Animal Adoption Center
 Location: Flower Mound, Texas Municipal Buildings

Flower Mound Animal Adoption Center.....\$ 43,000.00

- **Animal Adoption Center**
 - o *Four (4) Controlled Doors*
 - Furnish and install one (1) Xenta 527 Net Plus Router. 120 VAC Power
 - IP drop and static IP address for this device to be provided by the owner.
 - Furnish and install one (1) 7798C SLI.
 - Furnish and install one (2) SCU1284 door controller.
 - Furnish and install four HID mid-range card readers.
 - Control the following four doors:
 - P&I HES 9600 electric strike and conduit as required.
 - No provisions for permitting have been included in this budget.
 - o *Seven (7) Exhaust Fan Status*
 - Furnish CT's to monitor (7) Exhaust Fans located in the building
 - o *Six (6) Lighting Zones*
 - Furnish Relays and CT's to monitor and control the six (6) zones of external lighting, put on graphic w/ floor plan
 - o *Nine (9) Air Handling Units:*
 - Furnish and install nine (9) MNB-300 controllers and re-wire, add conduit, new field devices, and proper checkout and testing with the sequence of operations.
 - DDC system will provide and install sensors to monitor the supply air, fan status for each AHU.
 - Furnish and install current transducers for monitoring status of each supply fan.
 - Furnish and install duct mounted, rigid element discharge air temperature sensors.
 - Furnish and install space dual temperature and humidity stats
 - Furnish and install one (1) Automation Server (120 VAC power provide by owner)
 - Provide new TGML floorplan graphics inside StruxureWare. Owner to provide clean floorplan to use for graphics.
 - As-built documentation
 - No provisions for permitting have been included in this budget.
 - Furnish and install one HID long range card reader.
 - Reuse existing keypad mount for entry card reader
- No provisions for permitting have been included in this budget.
- TOFM will provide fiber run to the gate mechanism

TOWN OF FLOWER MOUND 2015 PRICING (SCHNEIDER TCPN R5191)

This Pricing Includes:

- **One (1) year warranty** on all new installed control equipment. Warranty does not include items where existing items have been re-used.
- Controls' wiring to be plenum-rated cable where cabling is accessible and concealed. Otherwise, EMT conduit will be used in areas where the wire will become inaccessible or exposed. EMT conduit to be used in mechanical rooms.
- Integration with the existing Schneider Electric StruxureWare operator workstation and I/NET IP network for Access Control. System proposed will be an extension of the existing system. All existing operator workstation hardware and software will be re-used.
- The project labor will be provided during normal business hours. This budget does not include any provisions for after-hours labor.

This Pricing Excludes:

- No patching and finishing drywall. Patching to be provided by others.
- **TOFM staff to run communications network and associated conduit.**
- 120 VAC to be provided by others for the EMS panel.
- Condenser wire interlocks
- Any controls associated with temporary cooling
- Provision or installation of starters and/or disconnects
- Fire/smoke dampers, actuators and installation of the same.
- Duct smoke detectors, installation labor and/or materials.
- Conduit stub ups for wall sensors
- Excludes any interface to an open protocol on the packaged RTUs
- Bonds or permits of any type.
- Applicable taxes.
- Any existing system repair labor, parts, or materials.
- Any additional controls or EMS modifications other than those specifically listed above.

TOWN OF FLOWER MOUND 2015 PRICING (SCHNEIDER TCPN R5191)

TERMS AND CONDITIONS OF SALE

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1 1/4% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.
Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.
3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
7. **Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and/or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.
This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.
9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.



2015 Pricing for Community Activity Center

To: Town of Flower Mound – Jeff Garner
 Date: December 11, 2015
 Project: Flower Mound Community Activity Center
 Location: Flower Mound, Texas

Flower Mound Community Activity Center\$ **15,000.00**

- **Community Activity Center**
 - o *Two (2) Double Controlled Doors (Crash Bars) and One (1) Controlled Door (Strike)*
 - Furnish and install one (1) Xenta 527 Net Plus Router. 120 VAC Power
 - IP drop and static IP address for this device to be provided by the owner.
 - Furnish and install one (1) 7798C SLI.
 - Furnish and install one (2) SCU1284 door controller.
 - Furnish and install three HID mid-range card readers.
 - Control the following three doors:
 - P&I HES 9600 electric strike and conduit where required.
 - No provisions for permitting have been included in this budget.



This Pricing Includes:

- **One (1) year warranty** on all new installed control equipment. Warranty does not include items where existing items have been re-used.
- Controls' wiring to be plenum-rated cable where cabling is accessible and concealed. Otherwise, EMT conduit will be used in areas where the wire will become inaccessible or exposed. EMT conduit to be used in mechanical rooms.
- Integration with the existing Schneider Electric StruxureWare operator workstation and I/NET IP network for Access Control. System proposed will be an extension of the existing system. All existing operator workstation hardware and software will be re-used.
- The project labor will be provided during normal business hours. This budget does not include any provisions for after-hours labor.

This Pricing Excludes:

- No patching and finishing drywall. Patching to be provided by others.
- **TOFM staff to run communications network and associated conduit as determined.**
- 120 VAC to be provided by others for the EMS panel.
- Condenser wire interlocks
- Any controls associated with temporary cooling
- Provision or installation of starters and/or disconnects
- Fire/smoke dampers, actuators and installation of the same.
- Duct smoke detectors, installation labor and/or materials.
- Conduit stub ups for wall sensors
- Excludes any interface to an open protocol on the packaged RTUs
- Bonds or permits of any type.
- Applicable taxes.
- Any existing system repair labor, parts, or materials.
- Any additional controls or EMS modifications other than those specifically listed above.

TOWN OF FLOWER MOUND 2015 PRICING (SCHNEIDER TCPN# R5191)

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4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
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6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
7. **Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and/or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.
This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.
9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.



2015 Pricing for FM East Gate Public Works Yard

To: Town of Flower Mound – Jeff Garner
 Date: December 11, 2015
 Project: East Gate Public Works
 Location: Flower Mound, Texas Municipal Buildings

Flower Mound East Public Works Service Gate\$ 15,000.00

- **Service Gate**
 - o *One (1) Card reader for entry into service gate*
 - Furnish and install one (1) Xenta 527 Net Plus Router. 120 VAC Power
 - IP drop and static IP address for this device to be provided by the owner.
 - Furnish and install one (1) 7798C SLI.
 - Furnish and install one (1) SCU1284 door controller.
 - Furnish and install one HID long range card reader.
 - Reuse existing keypad mount for entry card reader
- No provisions for permitting have been included in this budget.
- TOFM will provide fiber run to the gate mechanism



Possible Wireless Option Add\$ 2,000.00 ???

- TOFM will provide power to gate control panel
- TOFM will provide IP address at nearest building and will provide roof penetration for Hi Range Access Point (service building)

This Pricing Includes:

- **One (1) year warranty** on all new installed control equipment. Warranty does not include items where existing items have been re-used.
- Controls' wiring to be plenum-rated cable where cabling is accessible and concealed. Otherwise, EMT conduit will be used in areas where the wire will become inaccessible or exposed. EMT conduit to be used in mechanical rooms.
- Integration with the existing Schneider Electric StruxureWare operator workstation and I/NET IP network for Access Control. System proposed will be an extension of the existing system. All existing operator workstation hardware and software will be re-used.
- The project labor will be provided during normal business hours. This budget does not include any provisions for after-hours labor.

This BUDGET Excludes:

- No patching and finishing drywall. Patching to be provided by others.
- **TOFM staff to run communications network and associated conduit.**
- 120 VAC to be provided by others for the EMS panel.
- Condenser wire interlocks
- Any controls associated with temporary cooling
- Provision or installation of starters and/or disconnects
- Fire/smoke dampers, actuators and installation of the same.
- Duct smoke detectors, installation labor and/or materials.
- Conduit stub ups for wall sensors
- Excludes any interface to an open protocol on the packaged RTUs
- Bonds or permits of any type.
- Applicable taxes.
- Any existing system repair labor, parts, or materials.
- Any additional controls or EMS modifications other than those specifically listed above.

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This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.
3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
7. **Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.
9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

TOWN OF FLOWER MOUND 2015 PRICING (SCHNEIDER TCPN: R5191)



2015 Pricing for Fleet Services Center

To: Town of Flower Mound – Jeff Garner
 Date: December 11, 2015
 Project: Fleet Services Center
 Location: Flower Mound, Texas Municipal Buildings

Flower Mound Fleet Service Center.....\$ **22,000.00**

- **Fleet Services Center**
 - o *Three (3) RTU's to be retrofitted to BACnet DDC controls*
 - Furnish and install one (1) Automation Server. 120 VAC Power
 - IP drop and static IP address for this device to be provided by the owner.
 - Furnish and install one (1) AS Base.
 - Furnish and install one (1) AS PS Power Supply.
 - Furnish and install one (1) AS PS Base.
 - Furnish and install three B3814 DDC BACnet controllers.
 - Control of the three RTU with one each BACnet B3814 DDC controllers.
 - Install inside respective RTU if location is possible.
 - DDC system will provide and install sensors to monitor the supply air, fan status for each AHU.
 - Furnish and install current transducers for monitoring status of each supply fan.
 - Furnish and install duct mounted, rigid element discharge air temperature sensors.
 - Furnish and install space dual temperature and humidity stats
 - o One (1) Make Up Outside Air Fan
 - Furnish CT to monitor (1) fan status
 - DDC system will provide and install sensors to monitor the supply air, fan status for each AHU.
 - Furnish and install current transducers for monitoring status of each supply fan.
 - Furnish and install duct mounted, rigid element discharge air temperature sensors.
 - o One (1) Lighting Zones
 - Furnish Relays and CT's to monitor and control the one (1) zones of external lighting, put on graphic w/ floor plan

This Pricing Includes:

- **One (1) year warranty** on all new installed control equipment. Warranty does not include items where existing items have been re-used.
- Controls' wiring to be plenum-rated cable where cabling is accessible and concealed. Otherwise, EMT conduit will be used in areas where the wire will become inaccessible or exposed. EMT conduit to be used in mechanical rooms.
- Integration with the existing Schneider Electric StruxureWare operator workstation and I/NET IP network for Access Control. System proposed will be an extension of the existing system. All existing operator workstation hardware and software will be re-used.
- The project labor will be provided during normal business hours. This budget does not include any provisions for after-hours labor.

This Pricing Excludes:

- No patching and finishing drywall. Patching to be provided by others.
- TOFM staff to run communications network and associated conduit where required.

TOWN OF FLOWER MOUND 2015 PRICING (SCHNEIDER TCPN: R5191)

- 120 VAC to be provided by others for the EMS panel.
- Condenser wire interlocks
- Any controls associated with temporary cooling
- Provision or installation of starters and/or disconnects
- Fire/smoke dampers, actuators and installation of the same.
- Duct smoke detectors, installation labor and/or materials.
- Conduit stub ups for wall sensors
- Excludes any interface to an open protocol on the packaged RTUs
- Bonds or permits of any type.
- Applicable taxes.
- Any existing system repair labor, parts, or materials.
- Any additional controls or EMS modifications other than those specifically listed above.

TOWN OF FLOWER MOUND 2015 PRICING (SCHNEIDER TCPN: R5191)

TERMS AND CONDITIONS OF SALE

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8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and/or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.
This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.
9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: February 1, 2016

FROM: Sue Ridnour, Director of Library Services

ITEM: Consider approval of a Professional Services Agreement with ByWater Solutions to support Integrated Library System software.

BACKGROUND INFORMATION: The Library management team, with input from the Town's Information Technology and Purchasing departments, has reviewed the available options and made the decision to switch the Library's Integrated Library System (ILS) software when the current contract expires in August. The new software is "open source", which means the software itself is free, not proprietary, and maintained in part by a community of users; the Library will be paying a vendor, ByWater Solutions, to host and support our software and data at a lower cost and with more desired features than the current contract.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: One alternative would be to renew the contract with the current ILS vendor. This vendor was purchased by another Library software company two years ago. There have been some indications that the new company will not be supporting the Library's software product (Polaris) in the long term, meaning a change would need to be made eventually. Library staff hopes to provide better customer service by switching proactively to a more robust product.

Another alternative would be to put out an RFP for another proprietary ILS. Library staff has reviewed these options and does not believe any of them meet our criteria for desired features and cost-effectiveness.

FISCAL IMPACT: After the first year, which includes training costs, the new contract will realize a savings of approximately \$2,000 per year.

Proposed Expenditure:	Account Number(s):
\$17,783 first year; \$14,183 annually	100-630-32000-5130

Finance Review by: Debra Wallace, Assistant Town Manager/CFO 

LEGAL REVIEW: James Donovan of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contract as to form and legality.

ATTACHMENTS:

1. ByWater agreement

RECOMMENDATION: Move to approve a Professional Services Agreement with ByWater Solutions to support Integrated Library System software and authorize the Mayor to execute the same on behalf of the Town.



CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made effective as of 2/1/2015, by and between The Town of Flower Mound, located at 2121 Cross Timbers Road, Flower Mound, TX, 75028 ("Client"), and ByWater Solutions LLC, of PO Box 1346, Santa Barbara, California 93102 ("ByWater").

1. TERM. This Contract shall be effective from 3/1, 2016 to 3/1 2022. Upon completion, Client may elect to renew ongoing support and hosting for two (2) year terms at the current, agreed-upon fee, unless either party notifies the other in writing within not less than sixty (60) days prior to the end of the then-current Term of their intent to modify the terms of this agreement.

2. DESCRIPTION OF SERVICES. ByWater will provide the Client the following services (collectively, the "Services"):

- (a) Installation and Implementation of Koha Integrated Library System ("Koha"), including migration of no more than 150,000 Bibliographic Records to Koha.
 - (1) Data extraction from current legacy system is the responsibility of the Client.
 - (2) Testing of initial migration is the responsibility of the Client
 - (3) Implementation will also include the application of the EDI ordering and invoicing functionality patch onto the Client's system
- (b) Terms regarding technical support for the Client are as follows:
 - (1) Support will be available 24 hours. Support calls during hours in which the Client's facility is closed will be addressed by level of importance; i.e. system failure dictates immediate response time, training questions will be addressed within 24 hours.
 - (2) The support package will also cover software updates and Koha enhancements that may be applicable to the Client.
- (c) Hosting for the Client's data will be located in a remote cloud, and Service providers may change at any time, at the sole discretion of ByWater. ByWater will not be responsible for force majeure events including natural disasters and communication line failures that may cause data corruption.

- (d) Training is required and will be provided for a minimum of three (3) days. Additional training will be provided upon request of Client. Clients not previously using Koha as the library's primary ILS must receive training.

3. PAYMENT FOR SERVICES. In exchange for the Services the Client will pay ByWater according to the following schedule:

- (a) Installation/Data Migration: \$13,098.00, payable in six (6) equal payments of \$2,183.00 due on or before 3/1 of each year beginning on 3/1/2016.
- (b) Annual support and hosting fee: \$12,000.00, due on or before 3/1 of each year, beginning on 3/1, 2016.
- (c) Training: \$3,600.00 for the first 3 days (24 hours) payment due on or before 3/1/2016.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by ByWater solely in connection with the Services will be the exclusive property of the Client. Upon request, ByWater will execute all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.

All such Work Product developed on behalf of the Client will be made available under the terms of the open source license in effect for Koha at the time the code is written (currently GPL v2). A copy of the code will be given to the library even though the code may be hosted. A good faith effort will be made both by the library, and by ByWater at the coding stage, to integrate all code into the public, koha-community.org code base, or wherever the public code base may subsequently be located.

Upon expiration or termination of this Contract, ByWater will: (a) return to the Client all records, notes, documentation and other items owned by the Client that were used, created, or controlled by ByWater during the term of this Contract; and (b) assist Client in exporting data from ByWater's data cloud to Client, at no additional charge.

5. CONFIDENTIALITY. ByWater, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ByWater, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client, except (a) if and to the extent the information is already a matter of public knowledge; (b) such disclosures as may be necessary to ByWater's attorney or accountant (collectively, "Permitted Confidants"); or (c) such disclosures as are required by law or by any litigation between the parties hereto with respect to this Contract. ByWater shall also timely require each of its Permitted Confidants to keep that information confidential. Before making any disclosure required by law, ByWater, or the Permitted Confidant, as the case may be, shall give Client as

much notice thereof as is legally permitted, along with a copy of the proposed disclosure. The foregoing duties of confidentiality shall survive the termination of this Contract.

6. RELATIONSHIP OF PARTIES. Client and ByWater agree that the status of ByWater is that of independent contractor, and not that of employee, principal, agent or joint venture partner of Client. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.

7. WARRANTY. ByWater shall provide the Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally accepted standards in ByWater's industry.

ByWater disclaims all other warranties, expressed or implied. ByWater does not in any way warrant that Koha will operate without interruption or be error free.

ByWater shall have no liability for damages resulting from: hosting inoperability, interruption due to product or delivered software malfunction (provided that regular daily backups are conducted by ByWater), loss of profits, goodwill, damage or loss of data, or any other indirect, special or consequential damages suffered by Client. ByWater will in good faith and using its best reasonable effort work to resolve any such issues.

8. REMEDIES. If Client or ByWater fails to perform its obligations under this Contract, the non-breaching party shall have the right to terminate the Contract and to seek whatever remedy may be available to it, either in law or in equity.

9. LIMITATION OF LIABILITY. Either party's aggregate liability to the other under this agreement, under any legal doctrine whatsoever, shall not exceed the total sum paid by client to ByWater for services rendered under this contract.

10. TERMINATION. Client may terminate this contract at any time without cause, but such termination in the first year of a two-year term may carry a penalty, to be determined at the sole discretion of ByWater, not to exceed the amount of the annual support and hosting fee set forth in Paragraph 3(b). Any termination in the second year of a two-year term will carry no penalty. Client, a political subdivision of the State of Texas, operates on a fiscal year October 1 through September 30. In the event sufficient funds shall not be appropriated for the payment of the next annual support and hosting fee required to be paid in the next occurring fiscal year, then Client shall not be obligated to make such payment. Client agrees to deliver proof of non-appropriation and notice to ByWater of such termination at least thirty (30) days prior to the end of the then current fiscal year. The Contract would then terminate on the due date of the next due annual support and hosting fee. However, failure to deliver such proof of non-appropriation and notice to ByWater shall not extend the term of this Contract beyond the due date of the next annual support and hosting fee payment.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable, provided that no party is, as a result thereof, deprived of its substantial benefits under this Contract. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may only be changed, modified, amended or discharged by an agreement in writing executed by the parties hereto. This includes, but is not limited to, any changes to the payment for services or the number of additional two-year renewal terms.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Texas.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. ASSIGNMENT. The Client may not assign or transfer this Contract without the prior written consent of ByWater.

17. BINDING EFFECT. This Contract shall inure to the benefit of and be binding upon the parties named herein and their respective heirs, successors and assigns.

18. SIGNATURES

THE TOWN OF FLOWER MOUND

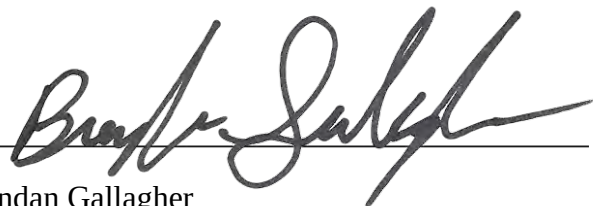
By: _____

Date: _____

18. SIGNATURES (cont.)

BYWATER SOLUTIONS LLC

By:

A handwritten signature in black ink, appearing to read "Brendan Gallagher", is written over a horizontal line.

Brendan Gallagher
CEO

Date: 1/19/2016



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: February 1, 2016

FROM: Kay Wilkinson, Budget & Grants Manager

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015 and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance 70-15 for adjustments to the General Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the second proposed adjustment of the FY 2015-2016 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment appropriates \$650,000 from General Fund, fund balance to the Fire and Emergency Services department and the Non-Departmental department. In the Fire and Emergency Services department, \$195,000 will be used for the purchase of a mobile command vehicle. The cost of the vehicle will be split between the Police and Fire departments. The Police department's portion of the cost will come from the IRS Equitable Sharing Fund and was approved as part of the first FY 15-16 budget amendment. In the Non-Departmental department, \$455,000 will be transferred to the General Capital Projects Fund for the purchase of two of the three lots where the log cabin is located.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$650,000

Proposed Expenditure:	Account Number(s):
\$195,000.00	100-660-63000-6130 Fire and Emergency Services
455,000.00	100-680-80000-5220 Non-Departmental-General Fund Transfers
<u>\$650,000.00</u>	

Finance Review by: Debra Wallace, Assistant Town Manager/CFO 

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

ATTACHMENTS:

1. Proposed Ordinance

RECOMMENDATION: Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015 and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance 70-15 for adjustments to the General Fund.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015, AND ENDING ON SEPTEMBER 30, 2016, AS ADOPTED BY ORDINANCE NO. 52-15 AND AMENDED BY ORDINANCE NO. 70-15, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; PROVIDING FOR PUBLICATION; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2015, and ending on September 30, 2016; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 52-15 on September 21, 2015; and,

WHEREAS, said Annual Budget was amended by Ordinance No. 70-15 on December 21, 2015; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2015, and ending on September 30, 2016, as heretofore adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15, is hereby amended to provide for adjustments to the General Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

ORDINANCE NO. _____

PAGE 2

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code. In addition, the Town Secretary is hereby directed to ensure that a true and correct copy of the approved budget amendment is posted on the Town's website. The Town Secretary is further directed to publish the caption of this ordinance in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

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

SECTION 7

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

ORDINANCE NO. _____

PAGE 3

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 1st DAY OF
FEBRUARY, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

ORDINANCE NO. _____

PAGE 4

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2015-2016**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, expenditures will increase by \$650,000.00, from \$57,768,529.13 to \$58,418,529.13. In the Fire and Emergency Services department \$195,000 will be used for the purchase of a mobile command vehicle. The cost of the vehicle will be split between the Police and Fire departments. The Police department's portion of the cost will come from the IRS Equitable Sharing Fund. In the Non-Departmental department \$455,000 will be transferred to the General Capital Projects Fund for the purchase of two of the three lots where the log cabin is located.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 1,255,710	\$ 1,952,210.00	\$ 1,952,210.00	\$ -
Legislative Services	455,085	455,085.00	455,085.00	-
Development Services	2,083,806	2,083,806.00	2,083,806.00	-
Community Services	8,670,620	8,688,620.00	8,688,620.00	-
Police Services	12,864,270	12,866,770.20	12,866,770.20	-
Financial Services	3,387,266	3,387,266.00	3,387,266.00	-
Administrative Services	5,452,736	5,769,602.03	5,769,602.03	-
Fire and Emergency Services	12,175,447	12,219,527.90	12,414,527.90	195,000.00
Community Relations	765,992	765,992.00	765,992.00	-
Non-Departmental Services	3,268,797	3,268,797.00	3,723,797.00	455,000.00
Public Works	4,668,701	4,895,848.00	4,895,848.00	-
Environmental Services	1,415,005	1,415,005.00	1,415,005.00	-
Total	\$ 56,463,435	\$ 57,768,529.13	\$ 58,418,529.13	\$ 650,000.00



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: February 1, 2016

FROM: Andy Kancel, Chief of Police

ITEM: Consider approval of the purchase of Phase II of the Public Safety portable and mobile radios, the update and upgrade of the radio system in the Police Department Communications Center, and the upgrade and remodel of the Communications Center.

BACKGROUND INFORMATION: The Flower Mound Police Department is seeking approval to purchase Phase II of the Public Safety portable and mobile radios used by Police, Courts, Animal Services, and the Fire Department. In addition, the Department is seeking approval to update and upgrade the radio system in the Police Department Communications Center and update and remodel the Communications Center. This purchase was approved as part of a Decision Package during the 2015-2016 Budget Process and is executed through an Houston-Galveston Area Council (HGAC) purchasing program.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$730,543.48

Proposed Expenditure:	Account Number(s):
\$730,543.48	100-640-43500-6210

Finance Review by: Debra Wallace, Assistant Town Manager/CFO

DW

LEGAL REVIEW: N/A

ATTACHMENTS:

1. HGAC Contract Pricing List
2. Price Quote from Watson Furniture
3. Price Quote from Motorola Solutions for Police Department
4. Price Quote from Motorola Solutions for Fire Department

RECOMMENDATION: Move to approve the purchase of Phase II of the Public Safety portable and mobile radios, the update and upgrade of the radio system in the Police Department Communications Center, and the upgrade and remodel of the Communications Center.


CONTRACT PRICING
For Catalog & Price Sheet
*This For
The P*

Buying Agency:	Town of Flower Mound
Contact Person:	DeDe Garrett
Phone:	972-874-3319
Fax:	
Email:	dede.garrett@flower-mound.com
Catalog / Price Sheet Name:	<i>Motorola Equipment</i>
General Description of Product:	<i>Two-Way Radio Communications Equipment</i>
A. Catalog / Price Sheet Items being purchased. (Additional sheets attached if necessary.)	

Qty	Nomenclature	Description
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	DS4383G01A12	CONTROL STATION COMBINER, STANDARD,
22	DSL2TNMPL	3/8" TYPE N MALE POSITIVE LOCK CONN
220	L1704	LDF2-50 CABLE: 3/8" LDF HELIAX POLY
2	DSSY450SF1SNM	YAGI DIRECTIONAL ANTENNA, 6.5 DBD G
200	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL
6	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
2	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
2	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUND
2	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS
1	T7885	MCAFEЕ WINDOWS AV CLIENT
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
11	L30URS9PW1 N	APX7500 SINGLE BAND 7/800
11	G806	ADD: ASTRO DIGITAL CAI OPERATION
11	G51	ENH: SMARTZONE OPERATION APX
11	G361	ADD: P25 TRUNKING SOFTWARE
11	G843	ADD: AES ENCRYPTION APX
11	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
11	CA01598	ADD: AC LINE CORD US
11	G77	ENH: 1 YR SFS LITE
11	W969	ADD: MULTIPLE KEY ENCRYPTION OPERAT
11	G90	ADD: NO MICROPHONE NEEDED
1	HKN6184C	CABLE CH, PROGRAMMING,USB
11	HKN6233C	APX CONSOLETTЕ RACK MOUNT KIT

1	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE
1	CA01663AB	ADD: RACK
1	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
2	DS110110711	PDU, AC EDGE RACK MOUNT DISTRIBUTIO
24	DS37502851	BREAKER KIT AIRPAX 15AMP SNAPAC, FO
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	T7537B	KVL 4000 PDA SNAP-ON
1	U239AD	ADD: ASTRO 25 MODE
1	QA01767AA	ADD: KVL RADIO AUTHENTICATION
1	X795AJ	ADD: ASN MODE
1	CA01598AA	ADD: AC LINE CORD US
1	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
1	C543	ADD: CABLE FOR RNC, DIU, MGE
1	C724	CABLE, KEYLOAD
1	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
1	C542	ADD: CABLE FOR KVL TO KMC (KEYLOADI
1	C725AA	ADD: KEYLOAD CABLE FOR APX PORTABLE
1	HKN6182	KEYLOADING CABLE ADAPTER (GCAI)
1	TKN8209	CABLE KEYLOAD MX
1	BVN1013	MKM 7000 Console Alias Manager Soft
1	DDN9748	19 INCH BLACK SHELF
1	DS2UKVM125217V	RACK SOLUTIONS 17 IN. MONITOR & KEY
1	DSCS84UATENKVM	ATEN 4 PORT PS/2-USB KVM SWITCH
1	DSGP951MMOT94	NETCLOCK 9483 MASTER CLOCK COMMAND
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIO
1	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL O
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	DS22WBLK	22 INCH WIDE NON-TOUCH MONITOR, BLA
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
2	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
2	B1913	MCC SERIES HEADSET JACK

2	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL
2	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	DDN2090	DUAL IRR SW USB HASP W LICENSE, SOU
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIO
1	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL O
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	DS22WBLK	22 INCH WIDE NON-TOUCH MONITOR, BLA
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
2	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
2	B1913	MCC SERIES HEADSET JACK
2	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL
2	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	DDN2090	DUAL IRR SW USB HASP W LICENSE, SOU
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
2	B1933	MOTOROLA VOICE PROCESSOR MODULE
2	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIO
2	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL O
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	DS22WBLK	22 INCH WIDE NON-TOUCH MONITOR, BLA
2	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS
2	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
4	B1912	MCC SERIES DESKTOP SPEAKER
2	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
4	B1913	MCC SERIES HEADSET JACK
4	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL
4	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
2	T7885	MCAFFEE WINDOWS AV CLIENT
2	DDN2090	DUAL IRR SW USB HASP W LICENSE, SOU
2	TRN7343	SEVEN AND A HALF FOOT RACK
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
1	B1913	MCC SERIES HEADSET JACK
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	01009513002	PWR SPLY 108W AC INP 12VDC OUT W18
1	3082933N08	GR500 AC POWER CORD
1	30009351001	DC CABLE ASSY

B. Unpublished Option, Accessory or Service items. (Additional sheet(s) attached if necessary.) (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)	
Quan	Description
1	Installation & Optimization
1	On-Site (24x7) Warranty
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus	
C. H-GAC Fee Calculation (From Current Fee Tables).	
D. Other Allowances And/Or Special Discounts.	
Delivery Date:	

WORKSHEET et Type Purchases	Contract No.:	HGAC RA-05-15
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m must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Contractor:	Motorola, Inc.
Prepared By:	Bobby Thompson
Phone:	469-236-3743
Fax:	972-445-0915
Email:	bthompson@dfwcomm.com

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APC	Unit List Price	Unit Extended	Discount	Unit Discount	Extended Discount
207	\$83.00	\$83.00	10.00%	\$74.70	\$74.70
351	\$23,593.00	\$23,593.00	0.00%	23,593.00	\$23,593.00
351	\$21.75	\$478.50	0.00%	21.75	\$478.50
351	\$2.85	\$627.00	0.00%	2.85	\$627.00
351	\$810.00	\$1,620.00	0.00%	810.00	\$1,620.00
351	\$3.50	\$700.00	0.00%	3.50	\$700.00
351	\$28.50	\$171.00	0.00%	28.50	\$171.00
351	\$28.50	\$57.00	0.00%	28.50	\$57.00
351	\$22.00	\$44.00	0.00%	22.00	\$44.00
351	\$19.00	\$38.00	0.00%	19.00	\$38.00
207	\$78.00	\$156.00	10.00%	70.20	\$140.40
469	\$1,855.00	\$1,855.00	10.00%	1,669.50	\$1,669.50
469	\$175.00	\$175.00	10.00%	157.50	\$157.50
469	\$120.00	\$120.00	10.00%	108.00	\$108.00
469	\$90.00	\$270.00	10.00%	81.00	\$243.00
708	\$2,950.00	\$2,950.00	17.00%	2,448.50	\$2,448.50
708	\$165.00	\$165.00	17.00%	136.95	\$136.95
877	\$50.00	\$50.00	18.50%	40.75	\$40.75
761	\$4,379.00	\$48,169.00	25.00%	3,284.25	\$36,126.75
761	\$515.00	\$5,665.00	25.00%	386.25	\$4,248.75
761	\$1,500.00	\$16,500.00	25.00%	1,125.00	\$12,375.00
761	\$300.00	\$3,300.00	25.00%	225.00	\$2,475.00
761	\$475.00	\$5,225.00	25.00%	356.25	\$3,918.75
761	\$789.00	\$8,679.00	25.00%	591.75	\$6,509.25
761	\$0.00	\$0.00	25.00%	0.00	\$0.00
185	\$83.00	\$913.00	0.00%	83.00	\$913.00
761	\$330.00	\$3,630.00	25.00%	247.50	\$2,722.50
761	\$0.00	\$0.00	25.00%	0.00	\$0.00
518	\$51.00	\$51.00	25.00%	38.25	\$38.25
761	\$200.00	\$2,200.00	25.00%	150.00	\$1,650.00

405	\$24,950.00	\$24,950.00	0.00%	24,950.00	\$24,950.00
405	\$495.00	\$495.00	0.00%	495.00	\$495.00
147	\$2,250.00	\$2,250.00	10.00%	2,025.00	\$2,025.00
147	\$4,200.00	\$4,200.00	10.00%	3,780.00	\$3,780.00
147	\$0.00	\$0.00	10.00%	0.00	\$0.00
147	\$6,000.00	\$6,000.00	10.00%	5,400.00	\$5,400.00
207	\$2,450.00	\$4,900.00	10.00%	2,205.00	\$4,410.00
207	\$34.00	\$816.00	10.00%	30.60	\$734.40
207	\$258.00	\$258.00	10.00%	232.20	\$232.20
147	\$4,200.00	\$4,200.00	10.00%	3,780.00	\$3,780.00
147	\$0.00	\$0.00	10.00%	0.00	\$0.00
147	\$6,000.00	\$6,000.00	10.00%	5,400.00	\$5,400.00
147	\$4,200.00	\$4,200.00	10.00%	3,780.00	\$3,780.00
147	\$0.00	\$0.00	10.00%	0.00	\$0.00
147	\$6,000.00	\$6,000.00	10.00%	5,400.00	\$5,400.00
147	\$4,200.00	\$4,200.00	10.00%	3,780.00	\$3,780.00
147	\$0.00	\$0.00	10.00%	0.00	\$0.00
147	\$6,000.00	\$6,000.00	10.00%	5,400.00	\$5,400.00
201	\$1,250.00	\$1,250.00	10.00%	1,125.00	\$1,125.00
201	\$250.00	\$250.00	10.00%	225.00	\$225.00
201	\$500.00	\$500.00	10.00%	450.00	\$450.00
201	\$600.00	\$600.00	10.00%	540.00	\$540.00
201	\$8.00	\$8.00	10.00%	7.20	\$7.20
201	\$750.00	\$750.00	10.00%	675.00	\$675.00
201	\$84.00	\$84.00	10.00%	75.60	\$75.60
201	\$75.00	\$75.00	10.00%	67.50	\$67.50
201	\$75.00	\$75.00	10.00%	67.50	\$67.50
201	\$84.00	\$84.00	10.00%	75.60	\$75.60
201	\$75.00	\$75.00	10.00%	67.50	\$67.50
514	\$41.50	\$41.50	25.00%	31.13	\$31.13
201	\$75.00	\$75.00	10.00%	67.50	\$67.50
443	\$250.00	\$250.00	20.00%	200.00	\$200.00
229	\$249.00	\$249.00	13.50%	215.39	\$215.39
708	\$1,506.00	\$1,506.00	17.00%	1,249.98	\$1,249.98
708	\$185.00	\$185.00	17.00%	153.55	\$153.55
906	\$12,393.00	\$12,393.00	15.00%	10,534.05	\$10,534.05
443	\$11,920.00	\$11,920.00	20.00%	9,536.00	\$9,536.00
443	\$12,000.00	\$12,000.00	20.00%	9,600.00	\$9,600.00
443	\$3,000.00	\$3,000.00	20.00%	2,400.00	\$2,400.00
443	\$0.00	\$0.00	20.00%	0.00	\$0.00
708	\$3,299.00	\$3,299.00	17.00%	2,738.17	\$2,738.17
708	\$2,950.00	\$2,950.00	17.00%	2,448.50	\$2,448.50
877	\$50.00	\$50.00	18.50%	40.75	\$40.75
207	\$258.00	\$258.00	10.00%	232.20	\$232.20
443	\$450.00	\$900.00	20.00%	360.00	\$720.00
443	\$250.00	\$250.00	20.00%	200.00	\$200.00
443	\$200.00	\$400.00	20.00%	160.00	\$320.00

706	\$242.00	\$484.00	20.00%	193.60	\$387.20
706	\$149.00	\$298.00	20.00%	119.20	\$238.40
708	\$290.00	\$290.00	17.00%	240.70	\$240.70
708	\$165.00	\$165.00	17.00%	136.95	\$136.95
229	\$2,935.00	\$2,935.00	13.50%	2,538.78	\$2,538.78
443	\$11,920.00	\$11,920.00	20.00%	9,536.00	\$9,536.00
443	\$12,000.00	\$12,000.00	20.00%	9,600.00	\$9,600.00
443	\$3,000.00	\$3,000.00	20.00%	2,400.00	\$2,400.00
443	\$0.00	\$0.00	20.00%	0.00	\$0.00
708	\$3,299.00	\$3,299.00	17.00%	2,738.17	\$2,738.17
708	\$2,950.00	\$2,950.00	17.00%	2,448.50	\$2,448.50
877	\$50.00	\$50.00	18.50%	40.75	\$40.75
207	\$258.00	\$258.00	10.00%	232.20	\$232.20
443	\$450.00	\$900.00	20.00%	360.00	\$720.00
443	\$250.00	\$250.00	20.00%	200.00	\$200.00
443	\$200.00	\$400.00	20.00%	160.00	\$320.00
706	\$242.00	\$484.00	20.00%	193.60	\$387.20
706	\$149.00	\$298.00	20.00%	119.20	\$238.40
708	\$290.00	\$290.00	17.00%	240.70	\$240.70
708	\$165.00	\$165.00	17.00%	136.95	\$136.95
229	\$2,935.00	\$2,935.00	13.50%	2,538.78	\$2,538.78
443	\$250.00	\$250.00	20.00%	200.00	\$200.00
443	\$11,920.00	\$23,840.00	20.00%	9,536.00	\$19,072.00
443	\$12,000.00	\$24,000.00	20.00%	9,600.00	\$19,200.00
443	\$3,000.00	\$6,000.00	20.00%	2,400.00	\$4,800.00
443	\$0.00	\$0.00	20.00%	0.00	\$0.00
708	\$3,299.00	\$6,598.00	17.00%	2,738.17	\$5,476.34
708	\$2,950.00	\$5,900.00	17.00%	2,448.50	\$4,897.00
877	\$50.00	\$100.00	18.50%	40.75	\$81.50
207	\$258.00	\$516.00	10.00%	232.20	\$464.40
443	\$450.00	\$1,800.00	20.00%	360.00	\$1,440.00
443	\$250.00	\$500.00	20.00%	200.00	\$400.00
443	\$200.00	\$800.00	20.00%	160.00	\$640.00
706	\$242.00	\$968.00	20.00%	193.60	\$774.40
706	\$149.00	\$596.00	20.00%	119.20	\$476.80
708	\$290.00	\$580.00	17.00%	240.70	\$481.40
708	\$165.00	\$330.00	17.00%	136.95	\$273.90
229	\$2,935.00	\$5,870.00	13.50%	2,538.78	\$5,077.55
509	\$495.00	\$990.00	21.50%	388.58	\$777.15
443	\$450.00	\$450.00	20.00%	360.00	\$360.00
443	\$250.00	\$250.00	20.00%	200.00	\$200.00
443	\$200.00	\$200.00	20.00%	160.00	\$160.00
708	\$2,950.00	\$2,950.00	17.00%	2,448.50	\$2,448.50
443	\$11,830.00	\$11,830.00	20.00%	9,464.00	\$9,464.00
443	\$150.00	\$150.00	20.00%	120.00	\$120.00
271	\$16.00	\$16.00	25.00%	12.00	\$12.00
443	\$32.00	\$32.00	20.00%	25.60	\$25.60

147	\$4,200.00	\$4,200.00	10.00%	3,780.00	\$3,780.00
147	\$0.00	\$0.00	10.00%	0.00	\$0.00
147	\$6,000.00	\$6,000.00	10.00%	5,400.00	\$5,400.00
147	\$2,250.00	\$2,250.00	10.00%	2,025.00	\$2,025.00
112	\$2,500.00	\$2,500.00	18.00%	2,050.00	\$2,050.00
112	\$2,200.00	\$2,200.00	18.00%	1,804.00	\$1,804.00
207	\$2,450.00	\$4,900.00	10.00%	2,205.00	\$4,410.00
207	\$34.00	\$68.00	10.00%	30.60	\$61.20
207	\$258.00	\$516.00	10.00%	232.20	\$464.40

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us Published Options (A+B).	:	For this transaction
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Denton County Contract

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\$67.90	\$67.90
\$23,593.00	\$23,593.00
\$21.75	\$478.50
\$2.85	\$627.00
\$810.00	\$1,620.00
\$3.50	\$700.00
\$28.50	\$171.00
\$28.50	\$57.00
\$22.00	\$44.00
\$19.00	\$38.00
\$63.81	\$127.62
\$1,517.58	\$1,517.58
\$143.17	\$143.17
\$98.17	\$98.17
\$73.63	\$220.89
\$2,225.69	\$2,225.69
\$124.49	\$124.49
\$37.04	\$37.04
\$2,627.40	\$28,901.40
\$309.00	\$3,399.00
\$900.00	\$9,900.00
\$180.00	\$1,980.00
\$285.00	\$3,135.00
\$473.40	\$5,207.40
\$0.00	\$0.00
\$83.00	\$913.00
\$198.00	\$2,178.00
\$0.00	\$0.00
\$34.77	\$34.77
\$136.35	\$1,499.85

\$24,950.00	\$24,950.00
\$495.00	\$495.00
\$1,840.73	\$1,840.73
\$3,436.02	\$3,436.02
\$0.00	\$0.00
\$4,908.60	\$4,908.60
\$2,004.35	\$4,008.69
\$27.82	\$667.57
\$211.07	\$211.07
\$3,436.02	\$3,436.02
\$0.00	\$0.00
\$4,908.60	\$4,908.60
\$3,436.02	\$3,436.02
\$0.00	\$0.00
\$4,908.60	\$4,908.60
\$3,436.02	\$3,436.02
\$0.00	\$0.00
\$4,908.60	\$4,908.60
\$1,022.63	\$1,022.63
\$204.53	\$204.53
\$409.05	\$409.05
\$490.86	\$490.86
\$6.54	\$6.54
\$613.58	\$613.58
\$68.72	\$68.72
\$61.36	\$61.36
\$61.36	\$61.36
\$68.72	\$68.72
\$61.36	\$61.36
\$28.29	\$28.29
\$61.36	\$61.36
\$181.80	\$181.80
\$195.78	\$195.78
\$1,136.23	\$1,136.23
\$139.58	\$139.58
\$9,575.45	\$9,575.45
\$8,668.22	\$8,668.22
\$8,726.40	\$8,726.40
\$2,181.60	\$2,181.60
\$0.00	\$0.00
\$2,489.00	\$2,489.00
\$2,225.69	\$2,225.69
\$37.04	\$37.04
\$211.07	\$211.07
\$327.24	\$654.48
\$181.80	\$181.80
\$145.44	\$290.88

\$175.98	\$351.96
\$108.35	\$216.71
\$218.80	\$218.80
\$124.49	\$124.49
\$2,307.75	\$2,307.75
\$8,668.22	\$8,668.22
\$8,726.40	\$8,726.40
\$2,181.60	\$2,181.60
\$0.00	\$0.00
\$2,489.00	\$2,489.00
\$2,225.69	\$2,225.69
\$37.04	\$37.04
\$211.07	\$211.07
\$327.24	\$654.48
\$181.80	\$181.80
\$145.44	\$290.88
\$175.98	\$351.96
\$108.35	\$216.71
\$218.80	\$218.80
\$124.49	\$124.49
\$2,307.75	\$2,307.75
\$181.80	\$181.80
\$8,668.22	\$17,336.45
\$8,726.40	\$17,452.80
\$2,181.60	\$4,363.20
\$0.00	\$0.00
\$2,489.00	\$4,977.99
\$2,225.69	\$4,451.37
\$37.04	\$74.08
\$211.07	\$422.14
\$327.24	\$1,308.96
\$181.80	\$363.60
\$145.44	\$581.76
\$175.98	\$703.93
\$108.35	\$433.41
\$218.80	\$437.59
\$124.49	\$248.98
\$2,307.75	\$4,615.49
\$353.21	\$706.43
\$327.24	\$327.24
\$181.80	\$181.80
\$145.44	\$145.44
\$2,225.69	\$2,225.69
\$8,602.78	\$8,602.78
\$109.08	\$109.08
\$10.91	\$10.91
\$23.27	\$23.27

\$3,436.02	\$3,436.02
\$0.00	\$0.00
\$4,908.60	\$4,908.60
\$1,840.73	\$1,840.73
\$1,863.45	\$1,863.45
\$1,639.84	\$1,639.84
\$2,004.35	\$4,008.69
\$27.82	\$55.63
\$211.07	\$422.14
	\$822.00
	\$316,033.22

	Unit Pr	Total
	\$ 124,845.00	\$ 124,845.00
	\$ 18,187.00	\$ 18,187.00
		\$ -
		\$ -
Total From Other Sheets, If Any:		
Subtotal B:		\$ 143,032.00
the percentage is:		
H-GAC Fee		included
Subtotal D:		\$ -
H. Total Purchase Price (A+B+C+D):		\$459,065.22

**QUOTATION**

Quote #: QF01-FlowerMoundPD.04
Date: 10/29/2015
Valid Until: 12/29/2015
Contract: EC07-14

Prepared By:

Melinda Monroe
 Product Coordinator
 Watson Furniture
 262646 Twelve Trees Lane NW
 Poulsbo, WA 98370

Rep:

Sheryn Holliman
 The Cambridge Group
 (972) 481-7877
 sheryn.scheib@cgwireless.com

NET 30 DAYS**Prepared For:**

DeDe Garrett
 Flower Mound TX Police Department
 4150 Kirkpatrick Ln.
 Flower Mound, TX
 dede.garrett@flower-mound.com

Ship To:

Flower Mound
 4150 Kirkpatrick Ln
 Flower Mound, TX

Project: Flower Mound PD, TX

HGAC CONTRACT PRICING ***INSTALLATION BASED ON LIVE CUTOVER, ONE TRIP, GROUND FLOOR WITH NO PREVAILING WAGE AND NO UNION REQUIREMENTS

Part Number	Qty	Purchase	Ext Purchase
F02 - Flower Mound Police Department			
Item 1. (4) Synergy 3 Full Lift Consoles - 2436 90° Primaries - 48" Tack Panels (48" AFF)			
QOD18	8	\$88.20	\$705.60
SYNERGY OUTSIDE DOOR, 18" WIDE			
QOD24	14	\$98.70	\$1,381.80
SYNERGY OUTSIDE DOOR, 24" WIDE			
QOD36	4	\$119.18	\$476.72
SYNERGY OUTSIDE DOOR, 36" WIDE			

Part Number	Qty	Purchase	Ext Purchase
QOD48 SYNERGY OUTSIDE DOOR, 48" WIDE	2	\$194.78	\$389.56
QEFXTS4224T48L SYNERGY 3 FULL LIFT EXTENSION (POWER PRIMARY), SINGLE, 42" DEEP x 24" WIDE, TACKABLE PANEL, 48" HIGH, LEFT HAND	3	\$1,308.30	\$3,924.90
QEFXTS4224T48R SYNERGY 3 FULL LIFT EXTENSION (POWER PRIMARY), SINGLE, 42" DEEP x 24" WIDE, TACKABLE PANEL, 48" HIGH, RIGHT HAND	3	\$1,308.30	\$3,924.90
QEFBRS4296T48 SYNERGY 3 FULL LIFT BRIDGE (POWER PRIMARY), SINGLE, 42" DEEP x 96" WIDE, TACKABLE PANEL, 48" HIGH	1	\$1,835.40	\$1,835.40
 QEFPPS2436T48 SYNERGY 3 FULL LIFT POWER PRIMARY, SINGLE, 24" DEEP x 36" WIDE, TACKABLE PANEL, 48" HIGH	3	\$7,121.10	\$21,363.30
 QEFPPS2436T48 SYNERGY 3 FULL LIFT POWER PRIMARY, SINGLE, 24" DEEP x 36" WIDE, TACKABLE PANEL, 48" HIGH	1	\$7,121.10	\$7,121.10
			\$41,123.28
Sub Total:			\$41,123.28

F02 - Flower Mound Police Department**Item 3. Storage & Accessories**

TXSTECHLNK SYNERGY TECH LINK - POWDER: Black	4	\$321.83	\$1,287.32
TXXLDB LED LIGHT, BLACK (TRILLIUM) [FOR FUSION/SYNERGY] WITH ONE-PIECE CLAMP	4	\$360.15	\$1,440.60

Part Number	Qty	Purchase	Ext Purchase
QDAA7-3-4_NO MONITORS SYNERGY DEPTH ADJUSTMENT ARRAY 7 ea. UP TO 21" MONITORS (THREE OVER FOUR)	4	\$1,694.70	\$6,778.80
TXXTCSKTH SYNERGY TOTAL COMFORT SYSTEM, HEIGHT ADJUSTABLE PACKAGE, WITH TWO MOBILE (FILTERED) AIR CIRCULATION FANS	4	\$2,205.00	\$8,820.00
QPER3048 SYNERGY PENINSULA WITH ROTATING RESOURCE AND GROMMET, 30" DEEP, 48" WIDE	1	\$1,012.73	\$1,012.73
ZSPEPBF201526M ZO STORAGE PEDESTAL, PENCIL, BOX, FILE, 20"D x 15"W x 26"H, MOBILE,CONTRASTING	4	\$591.68	\$2,366.72
			\$21,706.17

Item 4. Installation

DNI INSTALL CHARGE	1	\$7,591.00	\$7,591.00
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\$7,591.00**Item 4. Seven Desking Product - 4884 Verve & 60 Inset**

TXXMS2FSC SYNERGY MONITOR ARM - DESK CLAMP, 2 ea. MONITORS (UP TO 21"), FIXED HEIGHT, SINGLE ARM EXTENSION	1	\$444.15	\$444.15
WTA2041 WATSON TAK SCREEN, ABOVE, 20" H x 41" W, FABRIC	4	\$234.15	\$936.60
HTB242024L MERCURY TECHNOLOGY BASE, 24"D x 20"W x 24"H, LEFT HAND	1	\$787.50	\$787.50

Part Number	Qty	Purchase	Ext Purchase
SDSVER84843024-D	1	\$1,341.90	\$1,341.90
SEVEN VERVE DESK, 84" DEEP x 84" WIDE, SINGLE SIDED, 90 TRIM, GROMMETS INSTALLED			
			\$3,510.15
Sub Total:			\$32,807.32
Grand Total:			\$73,930.60

Approved By: _____
Name

Date: _____

Title

PO: _____

-
1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
 2. Deposit may be required with order; Net 30 days of Shipment of Product.
 3. Chairs are for representational purposes only.
 4. Lead time is 8 weeks for Synergy and 10 weeks for Mercury product after receipt of Completed Order.
 5. Completed Order consist of signed Contract or Purchase Order, Signed Drawings, Signed Color Selection Sheet, and Deposit.
 6. Change Order Fee (minimum \$500) may be applicable after 5 business days of Complete Order submission.
 7. Re-Scheduled Delivery & Installation requires 4 week notification.
 8. There will be a \$500 (Net per order) Finish Configuration Fee added IF a color scheme is chosen outside of the eight (8) standard color schemes.
 9. Pricing will be valid for four (4) months after receipt of Purchase Order any orders that have not been manufactured within this time frame will be subject to a price change.

Quote Number: QU0000344800

Attachment 3



Effective: 16 DEC 2015

Effective To: 14 FEB 2016

Bill-To:

FLOWER MOUND, TOWN OF
4150 KIRKPATRICK LN
FLOWER MOUND, TX 75028
United States

Attention:

Name: DeDe Garrett
Phone: 972-874-3319

Sales Contact:

Name: Bobby Thompson
Email: bthompson@dfwcomm.com
Phone: 4692363743

Request For Quote: Police Department
Contract Number: 31219
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	4	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$2,194.00	\$1,316.40	\$5,265.60
1a	4	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$309.00	\$1,236.00
1b	4	W22BA	ADD: PALM MICROPHONE	\$72.00	\$43.20	\$172.80
1c	4	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$259.20	\$1,036.80
1d	4	G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$178.20	\$712.80
1e	4	GA00318AC	ENH: 4 YR SFS LITE	\$246.00	\$246.00	\$984.00
1f	4	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1g	4	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$25.80	\$103.20
1h	4	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$36.00	\$144.00
1i	4	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$720.00	\$2,880.00
1j	4	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$180.00	\$720.00
1k	4	GA00580AA	ADD: TDMA OPERATION	\$450.00	\$270.00	\$1,080.00
1l	4	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$60.00	\$240.00
2	380	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$0.91	\$345.80
(Notes)DFW PROGRAMMING						
3	940	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$0.91	\$855.40
(Notes)REMOVE OLD RADIO AND INSTALL NEW RADIO						
4	100	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$0.91	\$91.00
(Notes)TRIP CHARGE						
5	4	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$2,588.00	\$1,200.00	\$4,800.00
5a	4	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$309.00	\$1,236.00
5b	4	Q887AT	ENH: 4 YR SFS LITE	\$162.00	\$162.00	\$648.00
5c	4	QA02006AA	ENH: APX6000XE RUGGED RADIO	\$800.00	\$480.00	\$1,920.00
5d	4	QA01427AB	ALT: IMPACT GREEN HOUSING	\$25.00	\$15.00	\$60.00
5e	4	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$60.00	\$240.00
5f	4	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$720.00	\$2,880.00
5g	4	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$180.00	\$720.00
5h	4	QA00580AC	ADD: TDMA OPERATION	\$450.00	\$270.00	\$1,080.00
6	4	NNTN8203A	IMPRES XE RSM, GREEN	\$335.00	\$243.61	\$974.44

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
7	4	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$90.90	\$363.60
(Notes)SINGLE UNIT CHARGER						
8	4	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$142.00	\$103.26	\$413.04
(Notes)SPARE BATTERY						
9	380	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$0.91	\$345.80
(Notes)PROGRAMMING						

Total Quote in USD

\$31,548.28

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

**Quote Number:** QU0000345752**Effective:** 29 DEC 2015**Effective To:** 27 FEB 2016

Attachment 4

Bill-To:

FLOWER MOUND, TOWN OF
3838 FORUMS DR
FLOWER MOUND, TX 75028
United States

Attention:**Name:** Fred Calhoun**Phone:** 972-874-6202**Sales Contact:****Name:** Bobby Thompson**Email:** bthompson@dfwcomm.com**Phone:** 4692363743**Contract Number:** 31219**Freight terms:** FOB Destination**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	9	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	\$2,586.00	\$1,551.60	\$13,964.40
1a	9	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$309.00	\$2,781.00
1b	9	W22BA	ADD: PALM MICROPHONE	\$72.00	\$43.20	\$388.80
1c	9	G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$178.20	\$1,603.80
1d	9	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-	-
1e	9	GA00308AA	ADD: VHF MP SECONDARY BAND	\$400.00	\$240.00	\$2,160.00
1f	9	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	\$600.00	\$360.00	\$3,240.00
1g	9	GA00318AB	ENH: 4 YR SFS LITE	\$319.00	\$319.00	\$2,871.00
1h	9	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$900.00	\$8,100.00
1i	9	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1j	9	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$259.20	\$2,332.80
1k	9	G831AD	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$36.00	\$324.00
1l	9	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$25.80	\$232.20
1m	9	G299AE	ADD: 1/4 WAVE ROOF TOP 150.8-162	\$19.50	\$11.70	\$105.30
1n	9	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$180.00	\$1,620.00
1o	9	GA00580AA	ADD: TDMA OPERATION	\$450.00	\$270.00	\$2,430.00
1p	9	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$60.00	\$540.00
2	855	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$0.91	\$778.05
(Notes)PROGRAMMING						
3	5193	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$0.91	\$4,725.63
(Notes)REMOVAL OF OLD RADIO AND INSTALL NEW RADIO						
4	100	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$0.91	\$91.00
(Notes)TRIP CHARGE						
5	12	H49TGD9PW1AN	APX7000XE DIGITAL PORTABLE RAD	\$3,836.00	\$2,301.60	\$27,619.20
5a	12	QA00577AB	ADD: APX7000XE MODEL 3 OPTION	\$500.00	\$300.00	\$3,600.00
5b	12	QA00579AC	ADD: ENABLE DUAL BAND OPERATION	\$1,000.00	\$600.00	\$7,200.00
5c	12	Q806BP	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$309.00	\$3,708.00
5d	12	QA00569AB	ADD: 7/800MHZ PRIMARY BAND	-	-	-

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
5e	12	QA00574AC	ADD: VHF SECONDARY BAND	-	-	-
5f	12	Q887AU	ENH:4 YR REPAIR SERVICE ADVANTAGE	\$206.00	\$206.00	\$2,472.00
5g	12	H64BD	ALT: PUBLIC SAFETY YELLOW HOUSING	\$25.00	\$15.00	\$180.00
5h	12	H38BU	ADD: SMARTZONE OPERATION	\$1,500.00	\$900.00	\$10,800.00
5i	12	Q361AS	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$180.00	\$2,160.00
5j	12	QA00580AD	ADD: TDMA OPERATION	\$450.00	\$270.00	\$3,240.00
5k	12	G996AV	ADD: PROGRAMMING OVER P25 (OTA	\$100.00	\$60.00	\$720.00
5l	12	QA00782AD	ENH: APX GPS ACTIVATION	\$150.00	\$90.00	\$1,080.00
6	9	NNTN7073B	CHR IMP DISP MUC INT US/NA/CA/LA	\$1,350.00	\$981.72	\$8,835.48
7	50	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$142.00	\$103.26	\$5,163.00
(Notes)SPARE BATTERY						
8	1140	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$0.91	\$1,037.40
(Notes)DFW PROGRAMMING						
9	6	L30URS9PW1AN	APX7500 SINGLE BAND 7/800	\$4,379.00	\$2,627.40	\$15,764.40
9a	6	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$309.00	\$1,854.00
9b	6	W382AM	ADD: CONTROL STATION DESK GCAI MIC	\$169.00	\$101.40	\$608.40
9c	6	L999AB	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	\$473.40	\$2,840.40
9d	6	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-	-
9e	6	GA00318AB	ENH: 4 YR SFS LITE	\$319.00	\$319.00	\$1,914.00
9f	6	CA01598AB	ADD: AC LINE CORD US	-	-	-
9g	6	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$900.00	\$5,400.00
9h	6	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
9i	6	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$180.00	\$1,080.00
9j	6	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$60.00	\$360.00
9k	6	GA00580AA	ADD: TDMA OPERATION	\$450.00	\$270.00	\$1,620.00
10	570	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$0.91	\$518.70
(Notes)PROGRAMMING						
11	2200	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$0.91	\$2,002.00
(Notes)LABOR TO INTERFACE NEW UNITS AT STATIONS						
12	12	NNTN8575AYLW	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE YLW	\$480.00	\$349.06	\$4,188.72
13	5	NNTN8575AYLW	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE YLW	\$480.00	\$349.06	\$1,745.30

Total Quote in USD**\$165,998.98**

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name

- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: February 1, 2016

FROM: Andy Kancel, Chief of Police
Eric Greaser, Fire Department Chief

ITEM: Consider approval of the purchase of mobile command vehicle by the Flower Mound Police Department and Fire Department.

BACKGROUND INFORMATION: The Flower Mound Police and Fire Departments are jointly requesting approval to purchase a mobile command vehicle in the amount of \$415,000. The police department received authorization from the federal government, under Executive Order 13688, to use equitable sharing funds that have already been awarded to the Town for \$220,000 of the purchase price. The remaining \$195,000 of funding is being appropriated from the General Fund, fund balance to the Fire and Emergency Services department as part of the 2nd FY 15-16 budget amendment. The vendor quote is from Farber Specialty Vehicles and is provided as a best price through GSA schedule pricing.

The vehicle is what would be considered a small to mid-size mobile command unit. It is built on a 33' commercial RV chassis, operates on a diesel drivetrain, and is outfitted with the technology to manage a small or large scale event. This vehicle would provide a command and control location for on-scene commanders during major events like tornados, floods, events such as a missing person in our rural trail areas, major fire scenes and special events like our July 4th fireworks displays, concerts, bicycle races, and parades or any prolonged public safety incident. This vehicle would be a shared resource for both departments and be marked as a joint police and fire mobile command unit.

In the past, the Flower Mound Police Department has called upon a similar resource within Denton County. The Denton County Emergency Management Division has a mobile command center that would respond as a regional asset when available. Often, this asset has not been available when requested. A recent example of the deployment of the resource over an extended period of time was on June 21-23, 2014. The Flower Mound Police and Fire Department, Search One Canine and Arlington Fire and rescue efforts were established at Murrell Park in Flower Mound, Texas. The Police Department was advised of a missing bicyclist who had gone missing while riding the trail. The command was established and a grid search was undertaken. After approximately 48 hours, the victim was recovered in a ravine some 60 yards from the trail. The Mobile Command Center served as a unified command for all resources and provided shelter for command and control throughout some inclement weather.

Other examples of recent incidents that a mobile command center would have been utilized during the past year in Flower Mound include a plane crash near the Town boundary, a barricaded person, a drowning at Lake Grapevine, the flooding experienced by the Town in 2015, and several structure fires.

The Flower Mound Police and Fire Departments have identified this equipment as an excellent resource and using these funds as an outstanding opportunity to provide unequalled service to our community. We will continue to engage the community and develop relationships with our citizens and provide unmatched service. The implementation of this equipment will only enhance our ability to provide this service to the Town of Flower Mound. This asset will allow for Flower Mound to provide the highest level of service to our citizens while being less dependent on shared area resources.

The manufacturer's life expectancy of this asset, excluding technology updates is twenty years. Please see attached quote for a more detailed description.

A budget amendment for the Fire Department's portion of the cost is on the consent agenda for the 2/1/2016 Council meeting. The budget amendment must be approved for this item to be considered.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure:	Account Number(s):
\$195,000	100-660-63000-6130
\$220,000	331-360-00000-6130

Finance Review by: Debra Wallace, Assistant Town Manager/CFO 

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote from Farber Specialty Vehicles

RECOMMENDATION: Move to approve the purchase of mobile command vehicle for use by both the Flower Mound Police and Fire Departments.



7052 Americana Parkway
Columbus, OH 43068
Toll Free: (800) 331-3188
Fax: (614) 759-2098

QUOTATION

Name: Flower-Mound Police Department
Contact: Chief Andy Kancel
Address: 4150 Kirkpatrick Lane
City, ST, Zip: Flower Mound, Texas 75028
Telephone: 972-874-3310
Email: andy.kancel@flower-mound.com

1/6/2016

Commad Center

CONTACT	DELIVERY	SHIPPED VIA	F.O.B.	TERMS	GSA Contract Number	
David Chapman	180 to 240 day's	Farber	Destination	Net 30	GS-30F-0008N	
Quantity					Unit Price	Total Price
1	BASE PRICE MH33-V10-362HP FOB CONTINENTAL U.S.				\$165,357.00	\$165,357.00
	OPTIONS:					
	CHASSIS OPTIONS					
1	MH33 exchange gasoline V-10 engine for diesel 340HP Cummins				\$28,393.00	\$28,393.00
	INTERIOR OPTIONS					
1	Side sliding windows w/ aluminum mini blind				\$457.00	\$457.00
50	Aluminum overhead cabinets in lieu of laminated, 063 aluminum, per foot				\$120.00	\$6,000.00
1	Sound deadening, color coordinated wall carpet				\$1,925.00	\$1,925.00
	FINISHES & UPGRADES					
1	Exterior graphics package (One to four units required)				\$4,812.00	\$4,812.00
	EXTERIOR OPTIONS					
1	Carefree Mirage lateral arm box awning, 18' (Box - Black) / (Awening Material - Charcoal Gray Sunbrella # 4644)				\$4,543.00	\$4,543.00
1	Hydraulic leveling and stabilizing jacks				\$4,807.00	\$4,807.00
1	Roof rail for mounting radio antennas w/ weatherproof access hatch to interior				\$1,155.00	\$1,155.00
3	Roof rail, additional, for mounting antennas, eight foot section				\$442.00	\$1,326.00
1	Will-Burt 5-20 pneumatic telescoping mast (Anodized - Black)				\$9,480.00	\$9,480.00
1	Orion All-In One Weather Station w/display				\$5,770.00	\$5,770.00
1	Paint exterior below belt rail custom color, non-metalic (Paint full body black at this price)				\$4,365.00	\$4,365.00
1	Braun electric / hydraulic power step				\$3,657.00	\$3,657.00
	SLIDE-OUT ROOMS					
1	Custom slide out room, up to 12' in length x 24", electric				\$16,843.00	\$16,843.00
	AUDIO/VIDEO OPTIONS					
1	32" LED monitor w/ TV tuner				\$625.00	\$625.00
5	19" LCD monitor w/ TV tuner, VGA				\$673.00	\$3,365.00
1	40" LCD monitor, NEC 4010, wall mounted				\$5,673.00	\$5,673.00
1	40" LCD monitor, NEC 4010, with exterior view w/ weather-proof door				\$6,251.00	\$6,251.00
1	TV antenna, roof mounted w/ booster				\$144.00	\$144.00
1	KVH TracVision R6, in motion, satellite television system, monthly service fee required				\$3,031.00	\$3,031.00
1	Sony SLVD380P, VCR/DVD combo player, cabinet mounted				\$433.00	\$433.00
1	DVR Time lapse w/ time/date generator				\$697.00	\$697.00
1	Back-up camera system, 7" LCD color monitor				\$1,203.00	\$1,203.00
1	Kramer 16 x 16 matrix switch w/wiring installed				\$9,143.00	\$9,143.00
1	Rear speakers from cab AM/FM/CD, one pair				\$360.00	\$360.00
1	DSP color day/night camera, NEMA TS-2 approved, 35x lens, pan/tilt controller, enviromental enclosure				\$6,304.00	\$6,304.00
	2-WAY RADIO & PHONE COMMUNICATIONS					
2	Tellular cellular interface w/ hard line phone system, each				\$861.00	\$1,722.00
1	Mast antenna plate, aluminum triangular				\$524.00	\$524.00
	SATELLITE					
1	Tracstar MVS1200P2 portable satellite system, 1.2 meter, two piece, buc, LNB, modem, monthly service fee require				\$39,241.00	\$39,241.00
120	Install customer supplied radios and equipment per hour				\$81.00	\$9,720.00
	ELECTRONICS					
1	24-port switch & CAT 6 patch panel				\$625.00	\$625.00
1	CAT 6 network with printer/fax/scanner				\$6,256.00	\$6,256.00
1	Equipment rack with, casters, Lexan door, power fan, approx. 19 x 64				\$1,155.00	\$1,155.00
	APPLIANCES					
1	Microwave oven, cabinet mounted				\$385.00	\$385.00
1	Refrigerator, AC/DC, compressor operated				\$914.00	\$914.00
1	Black and Decker coffee maker				\$101.00	\$101.00
	H.V.A.C.					
1	Roof mounted air conditioner (2 standard) / (Dometic Low Profile - Black Covers)				\$938.00	\$938.00
	PLUMBING OPTIONS					
1	Lavatory with marine toilet, pump, sink, holding & water tank, hot water heater, monitor panel				\$5,967.00	\$5,967.00
	GENERATORS & POWER SUPPLIES					
1	UPS, 3000 watts, 3000VA, dual output distribution switches w/bypass				\$4,331.00	\$4,331.00
	LOW VOLTAGE OPTIONS					
1	Entrance door lock, electro-magnetic w/ exterior keypad				\$991.00	\$991.00
2	Franklin Instruments clocks, 2.5" LED display, 12 or 24 hour modes				\$240.00	\$480.00
	INTERIOR LIGHTING					
1	LED ceiling light package				\$2,560.00	\$2,560.00
	EXTERIOR LIGHTING					
1	Will-Burt Night Scan Chief, 1500 watt light tower (Anodized - Black)				\$9,238.00	\$9,238.00
6	Scene lights, quartz halogen, each				\$216.00	\$1,296.00
	EMERGENCY LIGHTING					
1	LED light package				\$5,534.00	\$5,534.00
1	Siren, Whelen model 295HF w/ amplifier control center				\$938.00	\$938.00
1	Whelen model 800CH green command strobe (To be mounted on Mast; Inverted)				\$336.00	\$336.00
	NON-CONTRACT					
1	Upgrade fresh and waste water tank capacities				\$266.00	\$266.00
1	Upgrade Night Scan to LED				\$2,465.00	\$2,465.00
1	Multiplex Electrical System				\$12,589.00	\$12,589.00
3	Wall mount whiteboard with clip frame				\$169.00	\$507.00
1	Corian Countertop Upgrade				\$2,300.00	\$2,300.00
1	Upgrade from 40" Flat Scree to 60" Flat Screen w/ Outside worksation				\$1,125.00	\$1,125.00
1	Upgrade Awening Package to (SS) Box's roof mounted w/ front Caps				\$3,300.00	\$3,300.00
1	Black Anodizing Upgrade to Mast, Light Tower & Sat Dish				\$3,900.00	\$3,900.00
1	Technology Upgrade Package for USB, HDMI, Power USB, Ether Net Plugs and Outlets Interior & Exterior				\$2,290.00	\$2,290.00
1	Discount				-\$3,113.00	(\$3,113.00)
					TOTAL	\$415,000.00



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: February 1, 2016

FROM: Kenneth Parr, Director of Public Works

ITEM: Consider approval of Amendment No. 2 to the Fiscal Year 2015-2016 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2015-2016 Capital Improvement Program Amendment 1 (CIP), was approved by Town Council on November 2, 2015. Amendment No. 2 is proposed to adjust project funding as described in Attachment 1. The amendment will require additional General and Utility Funds this fiscal year. The proposed CIP Amendment No. 2 for FY 2015-2016, would increase the currently adopted General Fund budgeted expenditures from \$10,975,000 to \$11,622,538, and the Utility Fund budgeted expenditures will increase from \$18,998,000 to \$19,309,570.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed CIP:

FY 2015-2016:	General Capital Projects	\$11,622,538
	Utility Capital Projects	\$19,309,570

Five-Year CIP Plan:	General Capital Projects	\$155,862,342
	Utility Capital Projects	\$171,055,990

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2015-2016 CIP Amendment No. 2 Changes.

Finance Review by: Debra Wallace, Assistant Town Manager/CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP Amendment 2 Changes
3. CIP Amendment 2

RECOMMENDATION: Move to approve Amendment No. 2 to the Fiscal Year 2015-2016 Capital Improvement Program.

Project Modification Listing
2015-2016 CIP Amendment 2

The following Projects are requested to be modified in the 2015-2016 Fiscal Year (FY), Capital Improvement Program Amendment No. 2:

General

- Add ** ADA Project includes ADA Improvements, to identify projects that will be improving and/or installing ADA required improvements.

STREET

- FM1171 - add \$126,664.50 of Fund 513 RTR Reimbursable, per our TxDot agreement.
- FM 407 (TxDOT) - add \$16,775.00 of Fund 513 RTR Reimbursable per our TxDot agreement.
- Roadway Amenities – add \$50,000.00 of project savings to purchase Right Of Way for future Rippy Road.

PARKS

- Log Cabin Property Purchase – Add this new project to purchase the property for the Flower Mound Log Cabin, utilizing General Capital Funds, and Project Savings, for a total budget of \$454,098.00.

WATER

- FM2499 at FM3040 24-Inch Water Line Crossing Replacement – Add this new project, due to an emergency urgent need to replace a 24-Inch Water Line crossing under FM 2499, just north of FM 3040. \$150,000.00 project budget, includes survey, design and construction.
- Water System Model Update – Required developer fees paid for water system model updates. These funds \$20,785 will be utilized for future model updates.
- Pintail Pump Station Capacity Improvements – Increase budget by \$120,000.00 of project savings, due to increased engineer's estimate to award.

WASTEWATER

- Wastewater System Model Update – Required developer fees paid for water system model updates. These funds \$20,785 will be utilized for future model updates.

Page 84 of 314
TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 2
02/01/2016

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025							2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Aberdeen Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,580,000	\$ 1,580,000	\$ 300,000	0,2	\$ -	\$ -	\$ 1,280,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,280,000
ADA Transition Plan and Implementation **	213,000	150,000	150,000	150,000	150,000	150,000	-	963,000	3,000	2,5	210,000	-	750,000	150,000	150,000	150,000	150,000	150,000	-
Auburn Drive Right Turn Lane (FM 1171 Eastbound onto Auburn)	185,000	-	-	-	-	-	-	185,000	185,000	2,3	-	-	-	-	-	-	-	-	-
Churchill Drive (FM 2499 to Yucca)	500,000	25,000	-	452,000	-	-	-	977,000	977,000	0,2,7	-	-	-	-	-	-	-	-	-
Cowboy Lane	-	-	-	-	-	-	433,337	433,337	193,337	3	-	-	240,000	-	-	-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	-	-	-	7,000,000	-	-	-	7,000,000	7,000,000	0,1,5	-	-	-	-	-	-	-	-	-
Firewheel Drive (Complete 4 lane gap, 340 feet north of Garden Rd)	-	-	600,000	-	-	-	-	600,000	300,000	0,2,5	-	-	300,000	-	300,000	-	-	-	-
FM 1171	287,000	-	-	-	-	-	-	287,000	80,736	0,2	206,264	*	-	-	-	-	-	-	-
FM 1171	287,000	126,665	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane	-	-	860,000	-	-	-	-	860,000	-	2	-	-	860,000	-	860,000	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane	-	620,000	-	-	-	-	-	620,000	-	2	-	-	620,000	620,000	-	-	-	-	-
FM 2499 at Lakeside Intersection Improvement **	990,000	-	-	-	-	-	-	990,000	640,000	0,2,5	350,000	-	-	-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	7,399,844	-	-	-	-	-	-	7,399,844	7,399,844	1,2	-	-	-	-	-	-	-	-	-
FM 407 (TxDot)	161,114	-	-	-	-	-	-	161,114	161,114	1,2	-	-	-	-	-	-	-	-	-
FM 407 (TxDot)	161,114	16,775	-	-	-	-	-	177,889	177,889	1,2	-	-	-	-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	-	-	-	-	-	400,000	-	400,000	200,000	0,2	-	-	200,000	-	-	-	-	200,000	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-	-	-	-	-	-	-	-	-
Impact Fee Update	100,000	-	-	-	-	-	-	100,000	100,000	0	-	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	282,000	-	-	-	-	-	8,718,000	9,000,000	6,307,850	0,1,2,3,5	10,150	*	2,682,000	-	-	-	-	-	2,682,000
Lakeforest Boulevard Bridge	-	-	-	200,000	1,800,000	-	-	2,000,000	600,000	0,2	-	-	1,400,000	-	-	-	1,400,000	-	-
LakesideTurn Lane at Gerault	-	-	-	100,250	-	-	-	100,250	100,250	0,2,5	-	-	-	-	-	-	-	-	-
McKamy Creek Turn Lane at Flower Mound Rd	350,000	-	-	-	-	-	-	350,000	-	0,2	350,000	-	-	-	-	-	-	-	-
Morriss/Gerault Improvement Phase II (FM 407 - 3040)	-	-	-	-	-	4,851,480	-	4,851,480	4,851,480	0,5	-	-	-	-	-	-	-	-	-
Neighborhood Traffic Management	125,000	-	-	-	-	-	-	125,000	125,000	2,4	-	-	-	-	-	-	-	-	-
Roadway Amenities	30,000	15,000	15,000	15,000	15,000	15,000	-	105,000	30,000	2	-	-	75,000	15,000	15,000	15,000	15,000	15,000	-
Roadway Amenities	30,000	65,000	15,000	15,000	15,000	15,000	-	155,000	80,000	2	-	-	75,000	15,000	15,000	15,000	15,000	15,000	-
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	-	-	-	-	-	-	3,670,000	520,000	0,2	3,150,000	-	-	-	-	-	-	-	-
Sidewalk Links **	436,000	225,000	-	-	-	-	-	661,000	661,000	2,4	-	-	-	-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	-	-	-	700,000	-	-	-	700,000	-	2	-	-	700,000	-	-	700,000	-	-	-
SPA 2 Connector (Bob White)	260,000	-	-	-	-	-	-	260,000	85,000	2	175,000	-	-	-	-	-	-	-	-
Stonecrest Road (500 ft North of Canyon Falls Dr. to Town Limit)	150,000	1,500,000	-	-	-	-	-	1,650,000	900,000	2,5	-	-	750,000	750,000	-	-	-	-	-
Timber Creek Road (Kirkpatrick to Glen Hollow) **	-	780,000	-	-	-	-	-	780,000	780,000	0,2	-	-	-	-	-	-	-	-	-
Waketon Road **	-	600,000	4,250,000	-	-	-	-	4,850,000	4,850,000	3,5,7	-	-	-	-	-	-	-	-	-
SUBTOTAL - OLD	\$ 15,138,958	\$ 3,915,000	\$ 5,875,000	\$ 8,617,250	\$ 1,965,000	\$ 5,416,480	\$ 15,731,337	\$ 56,659,025	\$ 42,350,611		\$ 4,451,414	\$ -	\$ 9,857,000	\$ 1,535,000	\$ 1,325,000	\$ 865,000	\$ 1,565,000	\$ 365,000	\$ 4,202,000
SUBTOTAL - NEW	\$ 15,138,958	\$ 4,108,440	\$ 5,875,000	\$ 8,617,250	\$ 1,965,000	\$ 5,416,480	\$ 15,731,337	\$ 56,852,465	\$ 42,544,051		\$ 4,451,414	\$ -	\$ 9,857,000	\$ 1,535,000	\$ 1,325,000	\$ 865,000	\$ 1,565,000	\$ 365,000	\$ 4,202,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
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TOWN OF FLOWER MOUND

SUMMARY OF FIVE YEAR CIP PLAN

FY 2015-2016

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SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025							2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000	215,000	\$ 215,000	0,2,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
FM 1171 at Forums	285,000	-	-	-	-	-	-	285,000	285,000	0,2,3	-	-	-	-	-	-	-	-	-
FM 1171 at Kirkpatrick - Reconstruction	220,000	-	-	-	-	-	-	220,000	-	2	220,000	-	-	-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	220,000	-	-	-	-	-	-	220,000	-	2	220,000	-	-	-	-	-	-	-	-
FM 2499 at College Parkway	-	230,000	-	-	-	-	-	230,000	230,000	0,2,7	-	-	-	-	-	-	-	-	-
FM 2499 at Silveron	9,400	-	200,000	-	-	-	-	209,400	200,000	0,2	9,400	-	-	-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4,5	-	-	-	-	-	-	-	-	-
Morriss at Eaton	-	-	-	215,000	-	-	-	215,000	215,000	2,4	-	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	125,000	125,000	125,000	125,000	125,000	125,000	-	750,000	-	2	125,000	-	625,000	125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-	-	500,000	-	-	-	-	-	500,000
SUBTOTAL	\$ 859,400	\$ 355,000	\$ 325,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,134,400	\$ 2,435,000		\$ 574,400	\$ -	\$ 1,125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

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TOWN OF FLOWER MOUND

SUMMARY OF FIVE YEAR CIP PLAN

FY 2015-2016

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STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025								2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Canterbury Drive Reconstruction (Churchill to Dover) **	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	8	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Colonial Drive Reconstruction Phase II (Colony Street to Homestead Street) **	750,000	-	-	-	-	-	-	750,000	750,000	8	-		-	-	-	-	-	-	-	-
Colony Street Reconstruction (Superior to Coker Dr) **	735,000	-	-	-	-	-	-	735,000	735,000	8	-		-	-	-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	100,000	2,244,000	-	-	2,344,000	2,344,000	8	-		-	-	-	-	-	-	-	-
Flower Mound Road Turn Lanes (at Native Oak) **	100,000	-	-	-	-	-	-	100,000	100,000	8	-		-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **	175,000	1,425,000	-	-	-	-	-	1,600,000	1,600,000	8	-		-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Lake Shore) **	-	-	1,900,000	-	-	-	-	1,900,000	1,900,000	8	-		-	-	-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	75,000	575,000	-	-	-	650,000	650,000	8	-		-	-	-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	1,063,000	-	-	-	-	-	-	1,063,000	1,063,000	8	-		-	-	-	-	-	-	-	-
Morriss Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	2,800,000	-	2,800,000	2,800,000	8	-		-	-	-	-	-	-	-	-
Morriss Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **	-	-	-	-	-	-	2,162,000	2,162,000	2,162,000	8	-		-	-	-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-	-	-	-	-	-	-	-
Sheffield Court Reconstruction (Amhearsat to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-		-	-	-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-		-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **	-	-	200,000	1,600,000	-	-	-	1,800,000	1,800,000	8	-		-	-	-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	-	765,000	-	-	-	-	-	765,000	765,000	8	-		-	-	-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	-	-	400,000	-	-	400,000	400,000	8	-		-	-	-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	-	95,000	775,000	-	-	-	-	870,000	870,000	8	-		-	-	-	-	-	-	-	-
SUBTOTAL	\$ 5,098,000	\$ 2,285,000	\$ 2,950,000	\$ 2,275,000	\$ 2,644,000	\$ 2,800,000	\$ 2,162,000	\$ 20,214,000	\$ 20,214,000		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds

**** Project Includes ADA Improvements**

Other Sources

0. Impact Fees

1. Grant and Interlocal Funds

2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)

3. Escrow

4. Decision Package

5. Developer Agreement(s)

6. Park Development Fund

7. Tax Increment Reinvestment Zone (TIRZ)

8. Dedicated Sales Tax

9. SH 121 Regional Toll Revenue (RTR)

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FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025										2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Cultural Arts Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	7	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Fire and Police Training Center	-	-	-	-	-	-	2,235,000	2,235,000	-	2	-		-		2,235,000		-	-	-	-	2,235,000	
Fire Station No. 6 and Apparatus (West Flower Mound)	-	-	-	300,000	4,080,000	-	-	4,380,000	-	2	-		-		4,380,000		-	-	300,000	4,080,000	-	
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1.2	-		-		-		-	-	-	-	-	
Operations and Maintenance Facility	3,200,000		-	-	-	-	-	3,200,000	517	2	3,199,483		-		-		-	-	-	-	-	
Police and Courts Facility Upgrades	560,000	-	-	-	-	-	-	560,000	560,000	4	-		-		-		-	-	-	-	-	
Senior Center	5,998,000	-	-	-	-	-	-	5,998,000	5,998,000	2,7,3	-		-		-		-	-	-	-	-	
Town Hall	-	-	820,000	13,880,000	-	-	-	14,700,000	0	2,7	0		-		14,700,000		-	820,000	13,880,000	-	-	
Western Operations and Maintenance Facility (Temporaty FS #6)	-	600,000	-	-	-	-	-	600,000	600,000	2,4	0		-		-		-	-	-	-	-	
SUBTOTAL	\$ 9,848,000	\$ 600,000	\$ 820,000	\$ 14,180,000	\$ 4,080,000	\$ -	\$ 12,235,000	\$ 41,763,000	\$ 17,248,517		\$ 3,199,483		\$ -		\$ 21,315,000		\$ -	\$ 820,000	\$ 14,180,000	\$ 4,080,000	\$ -	\$ 2,235,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
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SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
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02/01/2016

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025							2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025
2015-16 Playground Repacements (Staton Oaks, & Timber Creek)	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2017-18 Playground Repacements (Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow)	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	-	-
2019-20 Playground Repacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault)	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-
2020-21 Playground Repacements (Grand, Peacock, & Chinn Chapel)	-	-	-	-	-	-	600,000	600,000	600,000	8	-	-	-	-	-	-	-	-	-
2022-23 Playground Repacements (Cortadera, Wilkerson, & Possum)	-	-	-	-	-	-	600,000	600,000	600,000	8	-	-	-	-	-	-	-	-	-
2023-24 Playground Repacements (Northshore, Jakes Hilltop, & Rustic Timbers)	-	-	-	-	-	-	600,000	600,000	600,000	8	-	-	-	-	-	-	-	-	-
2024-25 Playground Repacements (Thrush East, & Westchester)	-	-	-	-	-	-	400,000	400,000	400,000	8	-	-	-	-	-	-	-	-	-
Bluebonnet Trail Connections	-	-	-	-	-	-	1,000,000	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-
Bakersfield Park Restroom	-	-	-	400,000	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	-	-
Braden-Bakersfield Improvements	360,000	-	-	-	-	-	-	360,000	360,000	8	-	-	-	-	-	-	-	-	-
Cortadera Park Pond	145,000	-	-	-	-	-	-	145,000	145,000	8	-	-	-	-	-	-	-	-	-
Equestrian Trail Head	-	-	-	-	-	-	400,000	400,000	400,000	8	-	-	-	-	-	-	-	-	-
Equestrian Trails	-	-	-	-	-	-	500,000	500,000	500,000	8	-	-	-	-	-	-	-	-	-
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-	-	-	-	-	-	-	-	-
Heritage Park of Flower Mound Phase II	2,050,000	540,000	-	-	-	-	-	2,590,000	2,590,000	8	-	-	-	-	-	-	-	-	-
Heritage Park of Flower Mound Phase III	200,000	-	1,324,736	-	-	-	-	1,524,736	1,524,736	8	-	-	-	-	-	-	-	-	-
Heritage Park of Flower Mound Phase IV	-	-	1,839,043	-	-	-	-	1,839,043	1,839,043	8	-	-	-	-	-	-	-	-	-
Indian Blanket Trail Connections	-	-	-	-	-	-	2,000,000	2,000,000	2,000,000	8	-	-	-	-	-	-	-	-	-
Individual Park Improvements	930,000	180,000	-	-	-	-	-	1,110,000	1,110,000	8	-	-	-	-	-	-	-	-	-
Log Cabin Property Purchase	-	454,098	-	-	-	-	-	454,098	454,098	2	-	-	-	-	-	-	-	-	-
Park and Trail Amenities	360,000	50,000	50,000	50,000	50,000	50,000	-	610,000	610,000	2,6,8	-	-	-	-	-	-	-	-	-
Park and Trails Master Plan	-	200,000	-	-	-	-	-	200,000	200,000	2,6	-	-	-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	2,6	-	-	-	-	-	-	-	-	-
Pink Evening Primrose Trail Connections	-	-	-	-	-	600,000	-	600,000	600,000	2,6	-	-	-	-	-	-	-	-	-
Purple Coneflower Trail Connections	-	-	-	-	-	-	150,000	150,000	150,000	8	-	-	-	-	-	-	-	-	-
Rheudasil Park Amenities	200,000	-	965,600	-	-	-	-	1,165,600	1,165,600	2,8	-	-	-	-	-	-	-	-	-
Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization	1,250,000	2,050,000	-	-	-	-	-	3,300,000	1,250,000	8	-	-	2,050,000	2,050,000	-	-	-	-	-
Tennis Center	-	-	-	-	2,000,000	-	-	2,000,000	2,000,000	8	-	-	-	-	-	-	-	-	-
Texas Yellow Star Trail Connections	-	-	-	-	-	-	850,000	850,000	850,000	8	-	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements	3,400,000	400,000	-	-	-	-	-	3,800,000	700,000	2,8	3,100,000	-	-	-	-	-	-	-	-
White Lazy daisy Trail Connections	-	-	-	-	-	-	100,000	100,000	100,000	8	-	-	-	-	-	-	-	-	-
SUBTOTAL - OLD	\$ 9,695,000	\$ 3,820,000	\$ 4,179,379	\$ 1,650,000	\$ 2,050,000	\$ 1,650,000	\$ 9,400,000	\$ 32,444,379	\$ 27,294,379		\$ 3,100,000	\$ -	\$ 2,050,000	\$ 2,050,000	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - NEW	\$ 9,695,000	\$ 4,274,098	\$ 4,179,379	\$ 1,650,000	\$ 2,050,000	\$ 1,650,000	\$ 9,400,000	\$ 32,898,477	\$ 27,748,477		\$ 3,100,000	\$ -	\$ 2,050,000	\$ 2,050,000	\$ -	\$ -	\$ -	\$ -	\$ -
		454,098						454,098											
GRAND TOTAL GENERAL FUND - OLD	\$ 40,639,358	\$ 10,975,000	\$ 14,149,379	\$ 27,062,250	\$ 10,864,000	\$ 9,991,480	\$ 41,533,337	\$ 155,214,804	\$ 109,542,507		\$ 11,325,297	\$ -	\$ 34,347,000	\$ 3,710,000	\$ 2,270,000	\$ 15,170,000	\$ 5,770,000	\$ 490,000	\$ 6,937,000
GRAND TOTAL GENERAL FUND - NEW	\$ 40,639,358	\$ 11,622,538	\$ 14,149,379	\$ 27,062,250	\$ 10,864,000	\$ 9,991,480	\$ 41,533,337	\$ 155,862,342	\$ 110,190,045		\$ 11,325,297	\$ -	\$ 34,347,000	\$ 3,710,000	\$ 2,270,000	\$ 15,170,000	\$ 5,770,000	\$ 490,000	\$ 6,937,000
** Project Includes ADA Improvements		647,538						647,538											

- Other Sources
0. Impact Fees
 1. Grant and Interlocal Funds
 2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
 3. Escrow
 4. Decision Package
 5. Developer Agreement(s)
 6. Park Development Fund
 7. Tax Increment Reinvestment Zone (TIRZ)
 8. Dedicated Sales Tax
 9. SH 121 Regional Toll Revenue (RTR)

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	AUTHORIZED UNISSUED GO'S	NEW DEBT	DEBT SCHEDULE						
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025	2015-2016						2016-2017	2017-2018	2018-2019	2019-2020	2020-2025		
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 240,000	\$ 240,000	\$ 190,000	0.2	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	
Branchwood Water Line (Russwood Dr to FM407)	-	-	-	-	-	-	-	-	-	320,000	250,000	0.2	-	-	50,000	50,000	-	-	-	
Bruton Grand Elevated Storage Tank Rehabilitation	180,000	1,320,000	-	-	-	-	-	-	-	1,500,000	80,000	2	100,000	-	1,320,000	1,320,000	-	-	-	
Canyon Falls 20-inch Water Line	-	-	1,250,000	750,000	660,000	-	-	-	-	2,660,000	400,000	0.2	-	-	2,260,000	1,050,000	650,000	560,000	-	
Cowboy Lane Water Line	-	-	-	-	-	-	-	670,000	670,000	140,000	0.3	-	-	530,000	-	-	-	-	530,000	
Denton Creek Boulevard 12-inch Water Line	-	-	-	-	2,550,000	-	-	-	-	2,550,000	2,550,000	0.5	-	-	-	-	-	-	-	
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	-	-	100,000	100,000	0.2	-	-	-	-	-	-	-	
Denton Creek District - Reuse Waterlines	-	400,000	250,000	250,000	-	-	-	-	-	900,000	900,000	0.2	-	-	-	-	-	-	-	
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0.2	-	-	5,590,000	-	-	-	-	5,590,000	
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	-	200,000	200,000	200,000	0.2	-	-	-	-	-	-	-	-	
FM 2499 12-inch Water Line Phase I (Dixon to South of FM 1171)	-	-	-	-	2,000,000	-	-	-	-	2,000,000	300,000	0.2	-	-	1,700,000	-	-	1,700,000	-	
FM 2499 12-inch Water Line Phase III	440,000	700,000	-	-	-	-	-	-	-	1,140,000	400,000	0.2.5	395,000	-	345,000	345,000	-	-	-	
FM2499 at FM3040 24-Inch Water Line Crossing Replacement	-	150,000	-	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	
Garden Ridge Blvd. Ph. II Water Line	-	-	-	-	790,000	-	-	-	-	790,000	390,000	0.2	-	-	400,000	-	-	400,000	-	
High Road Water Line Replacement	-	-	-	4,810,000	-	-	-	-	-	4,810,000	-	2	-	-	-	-	4,810,000	-	-	
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	-	2,310,000	2,447,620	87,620	0.2	50,000	-	2,310,000	-	-	-	2,310,000	-	
Impact Fee Update	70,000	-	-	-	-	-	-	-	-	70,000	70,000	0.2	-	-	-	-	-	-	-	
Kirkpatrick Lane 12-inch Water Line Phase II (Valley Ridge - 1171)	35,000	-	-	-	1,270,000	-	-	-	-	1,305,000	305,000	0.2	-	-	1,000,000	-	-	1,000,000	-	
Kirkpatrick Lane 12-inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	-	320,000	320,000	320,000	0.2	-	-	-	-	-	-	-	-	
Lake Forest 12-inch Water Line (Bridge Gap)	-	-	-	-	-	-	375,000	-	-	375,000	375,000	0.2	-	-	-	-	-	-	-	
Lake Forest 12-inch Water Line (Spinks to Lakeside)	280,000	-	-	-	-	-	-	280,000	280,000	280,000	0.2	-	-	-	-	-	-	-	-	
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0.2	-	-	880,000	-	-	-	-	880,000	
Long Prairie 12-inch Water Line	460,000	900,000	-	-	-	-	-	-	-	1,360,000	505,000	0.2.5	355,000	-	500,000	500,000	-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0.2	-	-	3,000,000	-	-	-	-	3,000,000	
Morris Road Water Line (FM 407 to FM 1171)	-	-	-	-	-	-	-	7,120,000	7,120,000	350,000	0.2	-	-	6,770,000	-	-	-	-	6,770,000	
Morris Road 12-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	-	-	-	370,000	370,000	300,000	0.2	-	-	70,000	-	-	-	-	70,000	
Oak Drive Water Main Replacement	310,000	1,600,000	-	-	-	-	-	-	-	1,910,000	-	2	310,000	-	1,600,000	1,600,000	-	-	-	
Operations & Maintenance Facility	6,672,800	83,000	-	-	-	-	-	760,000	760,000	134,000	2	6,621,800	-	-	-	-	-	-	-	
Pintail Ground Storage Tank Rehabilitation	1,695,000	-	-	-	-	-	-	-	-	1,695,000	345,000	2	1,350,000	-	-	-	-	-	-	
Pintail Pump Station Capacity Improvements	900,000	300,000	-	-	-	-	-	-	-	1,200,000	900,000	2.5	-	-	300,000	300,000	-	-	-	
Pintail Pump Station Capacity Improvements	900,000	420,000	-	-	-	-	-	-	-	1,320,000	1,020,000	2.5	-	-	300,000	300,000	-	-	-	
Pintail Pump Station (Auxiliary Power & Upgrades)	-	600,000	1,500,000	-	-	-	-	-	-	2,100,000	330,000	0.2.5	-	-	1,770,000	270,000	1,500,000	-	-	
Pressure Reducing Valves	-	-	-	-	-	-	-	560,000	560,000	300,000	0.2	-	-	260,000	-	-	-	-	260,000	
Rainree 12-inch Water Line (Ridgecrest to Shikah)	520,000	-	-	-	-	-	-	-	-	520,000	75,000	0.2	425,000	-	-	-	-	-	-	
Regency Park Booster Pump	850,000	-	-	-	-	-	-	-	-	850,000	850,000	2	-	-	-	-	-	-	-	
Rippy Road Water Line Improvements (FM 2499-Waketon)	-	-	-	730,000	-	-	-	-	-	730,000	330,000	0.2	-	-	400,000	-	400,000	-	-	
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0.2	-	-	1,000,000	-	-	-	-	1,000,000	
Senior Center - Utilities	270,000	-	-	-	-	-	-	-	-	270,000	270,000	2	-	-	-	-	-	-	-	
Shady Point Acres Water Line Replacement	-	300,000	1,000,000	-	-	-	-	-	-	1,300,000	-	2	-	-	1,300,000	300,000	1,000,000	-	-	
Stonecrest Pump Station Phase I (Auxiliary Power)	-	-	2,120,000	-	-	-	-	-	-	2,120,000	300,000	0.2	-	-	1,820,000	-	1,820,000	-	-	
Stonecrest Pump Station Phase II	-	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0.2	-	-	4,890,000	-	-	-	-	4,890,000	
Stonehill Pump Station 10MG Ground Storage Tank Modification	-	350,000	-	-	-	-	-	-	-	350,000	-	1.2	-	-	350,000	350,000	-	-	-	
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	-	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	
Stonehill Pump Station Discharge Valve Replacement	-	500,000	-	-	-	-	-	-	-	500,000	-	2	-	-	500,000	500,000	-	-	-	
Timber Creek 20-inch Water Line	-	-	-	-	-	-	-	370,000	370,000	250,000	2	-	-	120,000	-	-	-	-	120,000	
Timber Valley Rehabilitation Phase III	-	-	-	600,000	-	-	-	-	-	600,000	-	2	-	-	-	-	600,000	-	-	
Trailwood Terrace 12-inch Water Line	-	400,000	-	-	-	1,370,000	-	-	-	1,770,000	400,000	0.2	-	-	1,370,000	-	-	-	1,370,000	
Twin Coves Park - Improvements (Utilities)	-	400,000	-	-	-	-	-	-	-	400,000	400,000	2	-	-	-	-	-	-	-	
Utility Asset Management & Utility Replacement	300,000	300,000	300,000	300,000	300,000	300,000	300,000	-	-	1,800,000	-	2	300,000	-	1,500,000	300,000	300,000	300,000	300,000	
Water Reuse System Phase I	-	-	-	-	-	-	-	3,186,000	3,186,000	-	0.2	-	-	3,186,000	-	-	-	-	3,186,000	
Water Reuse System Phase II	-	-	-	-	-	-	-	760,000	760,000	-	0.2	-	-	760,000	-	-	-	-	760,000	
Water Reuse System Phase III	-	-	-	-	-	-	-	1,100,000	1,100,000	-	0.2	-	-	1,100,000	-	-	-	-	1,100,000	
Water Reuse System Phase IV	-	-	-	-	-	-	-	820,000	820,000	820,000	0.2	-	-	-	-	-	-	-	-	
Water System Leak Detection & Repair	550,000	50,000	50,000	50,000	50,000	50,000	50,000	-	-	800,000	2	550,000	-	250,000	50,000	50,000	50,000	50,000	-	
Water System Model Update	105,000	5,000	5,000	5,000	5,000	5,000	5,000	-	-	130,000	130,000	0.2	-	-	-	-	-	-	-	
Water System Model Update	105,000	25,785	5,000	5,000	5,000	5,000	5,000	-	-	150,785	150,785	0.2	-	-	-	-	-	-	-	
West Side Water Lines (East)	-	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0.2	-	-	2,310,000	-	-	-	-	2,310,000	
West Side Water Lines (South)	-	-	-	-	-	-	-	3,850,000	3,850,000	350,000	0.2	-	-	3,500,000	-	-	-	-	3,500,000	
West Side Water Lines (West)	-	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0.2	-	-	1,240,000	-	-	-	-	1,240,000	
Western Operations and Maintenance Facility (Temporary FS #6)	250,000	200,000	-	-	-	-	-	-	-	450,000	450,000	2	-	-	-	-	-	-	-	
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
Western Pump Station Phase I	12,475,000	-	-	-	-	-	-	-	-	12,475,000	969,760	0.2	11,505,240	-	-	-	-	-	-	
SUBTOTAL		\$ 26,620,420	\$ 9,958,000	\$ 11,515,000	\$ 7,685,000	\$ 1,620,000	\$ 1,725,000	\$ 43,006,000	\$102,129,420	\$18,456,380		\$ 21,962,040	\$ -	\$ 61,711,000	\$ 6,935,000	\$10,530,000	\$ 4,210,000	\$ 3,060,000	\$ 1,720,000	
SUBTOTAL		\$ 26,620,420	\$ 10,248,785	\$ 11,515,000	\$ 7,685,000	\$ 1,620,000	\$ 1,725,000	\$ 43,006,000	\$102,420,205	\$18,747,165		\$ 21,962,040	\$ -	\$ 61,711,000	\$ 6,935,000	\$10,530,000	\$ 4,210,000	\$ 3,060,000	\$ 1,720,000	

** Project Includes ADA Improvements

290,785

290,785

Other Sources

0. Impact Fees

1. Grant and Interlocal Funds

2. Other Sources (Proj. Sav. Fund Bal. Interest Inc.)

3. Escrow

4. Decision Package

5. Developer Agreement(s)

6. Park Development Fund

7. Tax Increment Reinvestment Zone (TIRZ)

8. Dedicated Sales Tax

9. SH 121 Regional Toll Revenue (RTR)

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 2
02/01/2016

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025										2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 1804 Doubletree	-	75,000	-	-	-	-	-	75,000	75,000	2	-		-		-		-	-	-	-	-	-
FM 2499 Drainage Improvements (Gerault to Denton Creek)	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-		-		-		-	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	-	-	50,000	-	-	-	-	50,000	50,000	2	-		-		-		-	-	-	-	-	-
McKamy Creek Branch Stabilization at 3400 Pheasant Ct	-	30,000	-	-	-	-	-	30,000	30,000	2	-		-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	-	150,000	350,000	500,000	500,000	2	-		-		-		-	-	-	-	-	-
River Hill Drive Creek Bank Stabilization	-	45,000	-	-	-	-	-	45,000	45,000	1,2	-		-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	100,000	150,000	150,000		-	400,000	400,000	2	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 500,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 500,000	\$ 1,750,000	\$ 1,750,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 2
02/01/2016

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW	DEBT SCHEDULE						
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025							2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025	
Bakers Branch Collector Phase II (Lexington to Gerault)	-	-	1,700,000	-	-	-	-	1,700,000	200,000	0.2	-	-	1,500,000	-	1,500,000	-	-	-	-	-
Canterbury Lane Sewer Line Replacement	80,000	-	-	-	-	-	-	80,000	80,000	2	-	-	-	-	-	-	-	-	-	-
Colonial Drive Wastewater Line (Colony St. to Homestead St.)	20,000	-	-	-	-	-	-	20,000	20,000	2	-	-	-	-	-	-	-	-	-	-
Denton Creek Boulevard Wastewater Line	-	-	-	2,700,000	-	-	-	2,700,000	2,700,000	0.5	-	-	-	-	-	-	-	-	-	-
Impact Fee Update	70,000	-	-	-	-	-	-	70,000	70,000	0	-	-	-	-	-	-	-	-	-	-
Justin Road Lift Station Outfall	-	-	-	-	-	550,000	-	550,000	300,000	0.2	0	-	250,000	-	-	-	-	250,000	-	-
Inflow-Infiltration/Evaluation and Repair	1,480,000	250,000	250,000	250,000	250,000	250,000	-	2,730,000	130,000	2	1,350,000	-	1,250,000	250,000	250,000	250,000	250,000	250,000	250,000	-
Lakeside Lift Station and Force Main	3,090,000	-	-	-	-	-	-	3,090,000	2,090,000	0.2,3,5	1,000,000	-	-	-	-	-	-	-	-	-
Lakeside Lift Station and Force Main Phase II	-	-	-	-	2,400,000	-	-	2,400,000	400,000	0.2,3,5	-	-	2,000,000	-	-	-	2,000,000	-	-	-
Lift Station Improvements and Decommissioning	50,000	1,725,000	-	-	-	-	-	1,775,000	50,000	2	-	-	1,725,000	1,725,000	-	-	-	-	-	-
Long Prairie Interceptor (North of College Pkw)	-	-	-	-	-	-	330,000	330,000	-	0.2	-	-	330,000	-	-	-	-	-	-	330,000
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	-	-	905,000	-	-	905,000	-	0.2	-	-	905,000	-	-	-	905,000	-	-	-
McKamy Creek Road Sewer Line Replacement	185,000	-	-	-	-	-	-	185,000	185,000	2	-	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase III	6,225,000	-	-	-	-	-	-	6,225,000	70,000	0.2	6,155,000	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	-	-	3,300,000	-	-	3,300,000	150,000	0.2	-	-	3,150,000	-	-	-	3,150,000	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0.2	-	-	2,500,000	-	-	-	-	-	-	2,500,000
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	-	1,010,000	-	-	-	-	-	1,010,000	410,000	0.2	-	-	600,000	600,000	-	-	-	-	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	-	300,000	300,000	-	0.2	-	-	300,000	-	-	-	-	-	-	300,000
Riverwalk Collector (Morriess Rd. to Windsor Dr.)	-	-	-	-	-	-	430,000	430,000	230,000	0.2	-	-	200,000	-	-	-	-	-	-	200,000
Southside Force Main Extension	-	-	-	-	-	-	1,710,000	1,710,000	710,000	0.2	-	-	1,000,000	-	-	-	-	-	-	1,000,000
Southside Gravity Improvements	-	-	-	-	-	-	2,970,000	2,970,000	600,000	0.3,5	-	-	2,370,000	-	-	-	-	-	-	2,370,000
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	380,000	-	-	-	-	-	-	380,000
Wastewater System Model Update	175,000	5,000	5,000	5,000	5,000	5,000	-	200,000	200,000	0.2	-	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	175,000	25,785	5,000	5,000	5,000	5,000	-	220,785	220,785	0.2	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Auxiliary Power	620,000	-	-	-	-	-	-	620,000	-	0.2	620,000	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Capacity Study	-	-	-	75,000	-	-	-	75,000	75,000	0.2	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	???	-	-	0.2	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	350,000	300,000	-	-	-	-	-	650,000	300,000	2	350,000	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	940,000	5,600,000	-	-	-	-	-	6,540,000	780,000	2	160,000	-	5,600,000	5,600,000	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	-	-	800,000	6,000,000	-	-	-	6,800,000	-	2	-	-	6,800,000	-	800,000	6,000,000	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-	-	13,000,000	-	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-	-	1,000,000	-	-	-	-	-	-	1,000,000
Wellington Interceptor Phase VI Section I (Vail Lane to Oak Street Lift Station)	-	-	-	310,000	-	-	-	310,000	95,000	0.2	-	-	215,000	-	-	215,000	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	-	-	720,000	720,000	-	0.2	-	-	720,000	-	-	-	-	-	-	720,000
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	-	410,000	410,000	-	0.2	-	-	410,000	-	-	-	-	-	-	410,000
Wichita Trail Lift Station Improvements	-	-	-	-	-	-	780,000	780,000	-	0.2	-	-	780,000	-	-	-	-	-	-	780,000
SUBTOTAL - OLD	\$ 13,285,000	\$ 8,890,000	\$ 2,755,000	\$ 9,340,000	\$ 6,860,000	\$ 805,000	\$ 24,930,000	\$ 66,865,000	\$ 10,245,000		\$ 9,635,000	\$ -	\$ 46,985,000	\$ -	\$ 8,175,000	\$ 2,550,000	\$ 6,465,000	\$ 6,305,000	\$ 500,000	\$ 22,990,000
SUBTOTAL - NEW	\$ 13,285,000	\$ 8,910,785	\$ 2,755,000	\$ 9,340,000	\$ 6,860,000	\$ 805,000	\$ 24,930,000	\$ 66,885,785	\$ 10,265,785		\$ 9,635,000	\$ -	\$ 46,985,000	\$ -	\$ 8,175,000	\$ 2,550,000	\$ 6,465,000	\$ 6,305,000	\$ 500,000	\$ 22,990,000
		20,785						20,785												
GRAND TOTAL UTILITY FUND - OLD	\$ 40,405,420	\$ 18,998,000	\$ 14,420,000	\$ 17,175,000	\$ 8,630,000	\$ 2,680,000	\$ 68,436,000	\$ 170,744,420	\$ 30,451,380		\$ 31,597,040	\$ -	\$ 108,696,000	\$ -	\$ 15,110,000	\$ 13,080,000	\$ 10,675,000	\$ 9,365,000	\$ 2,220,000	\$ 58,246,000
GRAND TOTAL UTILITY FUND - NEW	\$ 40,405,420	\$ 19,309,570	\$ 14,420,000	\$ 17,175,000	\$ 8,630,000	\$ 2,680,000	\$ 68,436,000	\$ 171,055,990	\$ 30,762,950		\$ 31,597,040	\$ -	\$ 108,696,000	\$ -	\$ 15,110,000	\$ 13,080,000	\$ 10,675,000	\$ 9,365,000	\$ 2,220,000	\$ 58,246,000
** Project Includes ADA Improvements																				
Other Sources		311,570																		
0. Impact Fees																				
1. Grant and Interlocal Funds																				
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)																				
3. Escrow																				
4. Decision Package																				
5. Developer Agreement(s)																				
6. Park Development Fund																				
7. Tax Increment Reinvestment Zone (TIRZ)																				
8. Dedicated Sales Tax																				
9. SH 121 Regional Toll Revenue (RTR)																				

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TOWN OF FLOWER MOUND

SUMMARY OF FIVE YEAR CIP PLAN

FY 2015-2016

Amendment 2

02/01/2016

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025										2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Aberdeen Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,580,000	\$ 1,580,000	\$ 300,000	0,2	\$ -		\$ -		\$ 1,280,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,280,000
ADA Transition Plan and Implementation **	213,000	150,000	150,000	150,000	150,000	150,000	-	963,000	3,000	2,5	210,000		-		750,000		150,000	150,000	150,000	150,000	150,000	-
Auburn Drive Right Turn Lane (FM 1171 Eastbound onto Auburn)	185,000	-	-	-	-	-	-	185,000	185,000	2,3	-		-		-		-	-	-	-	-	-
Churchill Drive (FM 2499 to Yucca)	500,000	25,000	-	452,000	-	-	-	977,000	977,000	0,2,7	-		-		-		-	-	-	-	-	-
Cowboy Lane	-	-	-	-	-	-	433,337	433,337	193,337	3	-		-		240,000		-		-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	-	-	-	7,000,000	-	-	-	7,000,000	7,000,000	0,1,5	-		-		-		-	-	-	-	-	-
Firewheel Drive (Complete 4 lane gap, 340 feet north of Garden Rd)	-	-	600,000	-	-	-	-	600,000	300,000	0,2,5	-		-		300,000		-	300,000	-	-	-	-
FM 1171	287,000	126,665	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-		-		-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane	-	-	860,000	-	-	-	-	860,000	-	2	-		-		860,000		-	860,000	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane	-	620,000	-	-	-	-	-	620,000	-	2	-		-		620,000		620,000	-	-	-	-	-
FM 2499 at Lakeside Intersection Improvement **	990,000	-	-	-	-	-	-	990,000	640,000	0,2,5	350,000		-		-		-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	7,399,844	-	-	-	-	-	-	7,399,844	7,399,844	1,2	-		-		-		-	-	-	-	-	-
FM 407 (TxDot)	161,114	16,775	-	-	-	-	-	177,889	177,889	1,2	-		-		-		-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	-	-	-	-	-	400,000	-	400,000	200,000	0,2	-		-		200,000		-	-	-	-	200,000	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-		-		-		-	-	-	-	-	-
Impact Fee Update	100,000	-	-	-	-	-	-	100,000	100,000	0	-		-		-		-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	282,000	-	-	-	-	-	8,718,000	9,000,000	6,307,850	0,1,2,3,5	10,150	*	-		2,682,000		-	-	-	-	-	2,682,000
Lakeforest Boulevard Bridge	-	-	-	200,000	1,800,000	-	-	2,000,000	600,000	0,2	-		-		1,400,000		-	-	-	1,400,000	-	-
LakesideTurn Lane at Gerault	-	-	-	100,250	-	-	-	100,250	100,250	0,2,5	-		-		-		-	-	-	-	-	-
McKamy Creek Turn Lane at Flower Mound Rd	350,000	-	-	-	-	-	-	350,000		0,2	350,000		-		-		-	-	-	-	-	-
Morriss/Gerault Improvement Phase II (FM 407 - 3040)	-	-	-	-	-	4,851,480	-	4,851,480	4,851,480	0,5	-		-		-		-	-	-	-	-	-
Neighborhood Traffic Management	125,000	-	-	-	-	-	-	125,000	125,000	2,4	-		-		-		-	-	-	-	-	-
Roadway Amenities	30,000	65,000	15,000	15,000	15,000	15,000	-	155,000	80,000	2	-		-		75,000		15,000	15,000	15,000	15,000	15,000	-
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	-	-	-	-	-	-	3,670,000	520,000	0,2	3,150,000		-		-		-	-	-	-	-	-
Sidewalk Links **	436,000	225,000	-	-	-	-	-	661,000	661,000	2,4	-		-		-		-	-	-	-	-	-
Skilern Road (Flower Mound Rd to Riverhill) **	-	-	-	700,000	-	-	-	700,000	-	2	-		-		700,000		-	-	700,000	-	-	-
SPA 2 Connector (Bob White)	260,000	-	-	-	-	-	-	260,000	85,000	2	175,000		-		-		-	-	-	-	-	-
Stonecrest Road (500 ft North of Canyon Falls Dr. to Town Limit)	150,000	1,500,000	-	-	-	-	-	1,650,000	900,000	2,5	-		-		750,000		750,000	-	-	-	-	-
Timber Creek Road (Kirkpatrick to Glen Hollow) **		780,000	-	-	-	-	-	780,000	780,000	0,2	-		-		-		-	-	-	-	-	-
Waketon Road **	-	600,000	4,250,000	-	-	-	-	4,850,000	4,850,000	3,5,7	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 15,138,958	\$ 4,108,440	\$ 5,875,000	\$ 8,617,250	\$ 1,965,000	\$ 5,416,480	\$ 15,731,337	\$ 56,852,465	\$ 42,544,051		\$ 4,451,414		\$ -		\$ 9,857,000		\$ 1,535,000	\$ 1,325,000	\$ 865,000	\$ 1,565,000	\$ 365,000	\$ 4,202,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025						2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000	215,000	\$ 215,000	0.2,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	215,000	215,000	215,000	0.2,4	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	215,000	215,000	215,000	0.2,4	-	-	-	-	-	-	-	-
FM 1171 at Forums	285,000	-	-	-	-	-	-	285,000	285,000	0.2,3	-	-	-	-	-	-	-	-
FM 1171 at Kirkpatrick - Reconstruction	220,000	-	-	-	-	-	-	220,000	-	2	220,000	-	-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	220,000	-	-	-	-	-	-	220,000	-	2	220,000	-	-	-	-	-	-	-
FM 2499 at College Parkway	-	230,000	-	-	-	-	-	230,000	230,000	0.2,7	-	-	-	-	-	-	-	-
FM 2499 at Silveron	9,400	-	200,000	-	-	-	-	209,400	200,000	0.2	9,400	-	-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	215,000	215,000	215,000	0.2,4	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	215,000	215,000	215,000	0.2,4	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	215,000	215,000	215,000	0.2,4,5	-	-	-	-	-	-	-	-
Morris at Eaton	-	-	-	215,000	-	-	-	215,000	215,000	2,4	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	215,000	215,000	215,000	0.2,4	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	125,000	125,000	125,000	125,000	125,000	125,000	-	750,000	-	2	125,000	625,000	125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-	500,000	-	-	-	-	-	500,000
SUBTOTAL	\$ 859,400	\$ 355,000	\$ 325,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,134,400	\$ 2,435,000	\$ 574,400	\$ -	\$ 1,125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav. Fund Bal. Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025						2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Canterbury Drive Reconstruction (Churchill to Dover) **	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Colonial Drive Reconstruction Phase II (Colony Street to Homestead Street) **	750,000	-	-	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-	-
Colony Street Reconstruction (Superior to Coker Dr) **	735,000	-	-	-	-	-	-	735,000	735,000	8	-	-	-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	100,000	2,244,000	-	-	2,344,000	2,344,000	8	-	-	-	-	-	-	-	-
Flower Mound Road Turn Lanes (at Native Oak) **	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **	175,000	1,425,000	-	-	-	-	-	1,600,000	1,600,000	8	-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morris to Lake Shore) **	-	-	1,900,000	-	-	-	-	1,900,000	1,900,000	8	-	-	-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	75,000	575,000	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	1,063,000	-	-	-	-	-	-	1,063,000	1,063,000	8	-	-	-	-	-	-	-	-
Morris Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	2,800,000	-	2,800,000	2,800,000	8	-	-	-	-	-	-	-	-
Morris Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **	-	-	-	-	-	-	2,162,000	2,162,000	2,162,000	8	-	-	-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-	-	-	-	-	-	-	-
Sheffield Court Reconstruction (Amhearth to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-	-	-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **	-	-	200,000	1,600,000	-	-	-	1,800,000	1,800,000	8	-	-	-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	-	765,000	-	-	-	-	-	765,000	765,000	8	-	-	-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	-	-	400,000	-	-	400,000	400,000	8	-	-	-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1173) **	-	95,000	775,000	-	-	-	-	870,000	870,000	8	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 5,098,000	\$ 2,285,000	\$ 2,950,000	\$ 2,275,000	\$ 2,644,000	\$ 2,800,000	\$ 2,162,000	\$ 20,214,000	\$ 20,214,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025						2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Cultural Arts Center **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire and Police Training Center	-	-	-	-	-	-	2,235,000	2,235,000	-	2	-	-	-	-	-	-	-	2,235,000
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	4,080,000	-	-	4,380,000	-	2	-	-	4,380,000	-	-	300,000	4,080,000	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-	-	-	-	-	-	-	-
Operations and Maintenance Facility **	3,200,000	-	-	-	-	-	-	3,200,000	517	2	3,199,483	-	-	-	-	-	-	-
Police and Courts Facility Upgrades **	560,000	-	-	-	-	-	-	560,000	560,000	4	-	-	-	-	-	-	-	-
Senior Center **	5,998,000	-	-	-	-	-	-	5,998,000	5,998,000	2,7,3	-	-	-	-	-	-	-	-
Town Hall **	-	-	820,000	13,880,000	-	-	-	14,700,000	0	2,7	0	-	14,700,000	-	820,000	13,880,000	-	-
Western Operations and Maintenance Facility (Temporary FS #6)	-	600,000	-	-	-	-	-	600,000	600,000	2,4	0	-	-	-	-	-	-	-
SUBTOTAL	\$ 9,848,000	\$ 600,000	\$ 820,000	\$ 14,180,000	\$ 4,080,000	\$ -	\$ 12,235,000	\$ 41,763,000	\$ 17,248,517	\$ 3,199,483	\$ -	\$ 21,315,000	\$ -	\$ 820,000	\$ 14,180,000	\$ 4,080,000	\$ -	\$ 2,235,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Prog. Sav. Fund Bal. Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025						2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
2015-16 Playground Repacements (Staton Oaks, & Timber Creek) **	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2017-18 Playground Repacements (Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow) **	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	-
2019-20 Playground Repacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault)	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-
2020-21 Playground Repacements (Grand, Peacock, & Chinn Chapel) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-	-	-	-	-	-	-	-
2022-23 Playground Repacements (Cortadera, Wilkerson, & Possum) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-	-	-	-	-	-	-	-
2023-24 Playground Repacements (Northshore, Jakes Hilltop, & Rustic Timbers) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-	-	-	-	-	-	-	-
2024-25 Playground Repacements (Thrush East, & Westchester) **	-	-	-	-	-	-	400,000	400,000	400,000	8	-	-	-	-	-	-	-	-
Bluebonnet Trail Connections **	-	-	-	-	-	-	1,000,000	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-
Bakersfield Park Restroom	-	-	-	400,000	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	-
Braden-Bakersfield Improvements	360,000	-	-	-	-	-	-	360,000	360,000	8	-	-	-	-	-	-	-	-
Cortadera Park Pond	145,000	-	-	-	-	-	-	145,000	145,000	8	-	-	-	-	-	-	-	-
Equestrian Trail Head	-	-	-	-	-	-	400,000	400,000	400,000	8	-	-	-	-	-	-	-	-
Equestrian Trails	-	-	-	-	-	-	500,000	500,000	500,000	8	-	-	-	-	-	-	-	-
Green Acres Memorial Fann	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-	-	-	-	-	-	-	-
Heritage Park of Flower Mound Phase II	2,050,000	540,000	-	-	-	-	-	2,590,000	2,590,000	8	-	-	-	-	-	-	-	-
Heritage Park of Flower Mound Phase III	200,000	-	1,324,736	-	-	-	-	1,524,736	1,524,736	8	-	-	-	-	-	-	-	-
Heritage Park of Flower Mound Phase IV	-	-	1,839,043	-	-	-	-	1,839,043	1,839,043	8	-	-	-	-	-	-	-	-
Indian Blanket Trail Connections	-	-	-	-	-	-	2,000,000	2,000,000	2,000,000	8	-	-	-	-	-	-	-	-
Individual Park Improvements	930,000	180,000	-	-	-	-	-	1,110,000	1,110,000	8	-	-	-	-	-	-	-	-
Log Cabin Property Purchase	-	454,098	-	-	-	-	-	454,098	454,098	2	-	-	-	-	-	-	-	-
Park and Trail Amenities	360,000	50,000	50,000	50,000	50,000	50,000	-	610,000	610,000	2.6.8	-	-	-	-	-	-	-	-
Park and Trails Master Plan	-	200,000	-	-	-	-	-	200,000	200,000	2.6	-	-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	2.6	-	-	-	-	-	-	-	-
Pink Evening Primrose Trail Connections	-	-	-	-	-	600,000	-	600,000	600,000	2.6	-	-	-	-	-	-	-	-
Purple Coneflower Trail Connections	-	-	-	-	-	-	150,000	150,000	150,000	8	-	-	-	-	-	-	-	-
Rheudasil Park Amenities	200,000	-	965,600	-	-	-	-	1,165,600	1,165,600	2.8	-	-	-	-	-	-	-	-
Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization	1,250,000	2,050,000	-	-	-	-	-	3,300,000	1,250,000	8	-	2,050,000	2,050,000	-	-	-	-	-
Tennis Center	-	-	-	-	2,000,000	-	-	2,000,000	2,000,000	8	-	-	-	-	-	-	-	-
Texas Yellow Star Trail Connections	-	-	-	-	-	-	850,000	850,000	850,000	8	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements	3,400,000	400,000	-	-	-	-	-	3,800,000	700,000	2.8	3,100,000	-	-	-	-	-	-	-
White Lazy daisy Trail Connections	-	-	-	-	-	-	100,000	100,000	100,000	8	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 9,695,000	\$ 4,274,098	\$ 4,179,379	\$ 1,650,000	\$ 2,050,000	\$ 1,650,000	\$ 9,400,000	\$ 32,898,477	\$ 27,748,477	\$ 3,100,000	\$ -	\$ 2,050,000	\$ 2,050,000	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 40,639,358	\$ 11,622,538	\$ 14,149,379	\$ 27,062,250	\$ 10,864,000	\$ 9,991,480	\$ 41,633,337	\$ 155,862,342	\$ 110,190,045	\$ 11,325,297	\$ -	\$ 34,347,000	\$ 3,710,000	\$ 2,270,000	\$ 15,170,000	\$ 5,770,000	\$ 490,000	\$ 6,937,000

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Prog. Sav., Fund Bal., Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE						
		2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025							2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025	
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000	\$ 240,000	\$ 190,000	0.2	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	
Branchwood Water Line (Russwood Dr to FM407)	-	300,000	-	-	-	-	-	300,000	250,000	0.2	-	-	50,000	50,000	-	-	-	-	-	
Baton Grand Elevated Storage Tank Rehabilitation	180,000	1,320,000	-	-	-	-	-	1,500,000	80,000	2	100,000	-	1,320,000	1,320,000	-	-	-	-	-	
Canyon Falls 20-inch Water Line	-	1,250,000	750,000	660,000	-	-	-	2,660,000	400,000	0.2	-	-	2,260,000	1,050,000	650,000	560,000	-	-	-	
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	140,000	0.3	-	-	530,000	-	-	-	-	-	530,000	
Denton Creek Boulevard 12-inch Water Line	-	-	-	2,550,000	-	-	-	2,550,000	2,550,000	0.5	-	-	-	-	-	-	-	-	-	
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0.2	-	-	-	-	-	-	-	-	-	
Denton Creek District - Reuse Waterlines	-	400,000	250,000	250,000	-	-	-	900,000	900,000	0.2	-	-	-	-	-	-	-	-	-	
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0.2	-	-	5,590,000	-	-	-	-	-	5,590,000	
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	200,000	200,000	200,000	0.2	-	-	-	-	-	-	-	-	-	
FM 2499 12-inch Water Line Phase I (Dixon to South of FM 1171)	-	-	-	2,000,000	-	-	-	2,000,000	300,000	0.2	-	-	1,700,000	-	-	1,700,000	-	-	-	
FM 2499 12-inch Water Line Phase III	440,000	700,000	-	-	-	-	-	1,140,000	400,000	0.2,5	395,000	-	-	345,000	-	-	-	-	-	
FM2499/FM3040 24-inch Water Line Crossing Replacement	-	150,000	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	-	-	
Garden Ridge Blvd. Ph. II Water Line	-	-	-	-	790,000	-	-	790,000	390,000	0.2	-	-	400,000	-	-	-	400,000	-	-	
High Road Water Line Replacement	-	-	4,810,000	-	-	-	-	4,810,000	-	2	-	-	4,810,000	-	-	4,810,000	-	-	-	
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0.2	50,000	-	2,310,000	-	-	-	-	2,310,000	-	
Impact Fee Update	70,000	-	-	-	-	-	-	70,000	70,000	0.2	-	-	-	-	-	-	-	-	-	
Kirkpatrick Lane 12-inch Water Line Phase II (Valley Ridge - 1171)	35,000	-	-	1,270,000	-	-	-	1,305,000	305,000	0.2	-	-	1,000,000	-	-	1,000,000	-	-	-	
Kirkpatrick Lane 12-inch Water Line Phase II (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0.2	-	-	-	-	-	-	-	-	-	
Lake Forest 12-inch Water Line (Bridge Gap)	-	-	-	-	375,000	-	-	375,000	375,000	0.2	-	-	-	-	-	-	-	-	-	
Lake Forest 12-inch Water Line (Spinks to Lakeside)	280,000	-	-	-	-	-	-	280,000	280,000	0.2	-	-	-	-	-	-	-	-	-	
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0.2	-	-	880,000	-	-	-	-	-	880,000	
Long Prairie 12-inch Water Line	460,000	900,000	-	-	-	-	-	1,360,000	505,000	0.2,5	355,000	-	500,000	500,000	-	-	-	-	-	
Link/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0.2	-	-	3,000,000	-	-	-	-	-	3,000,000	
Morris Road Water Line (FM 407 to FM 1171)	-	-	-	-	-	-	7,120,000	7,120,000	350,000	0.2	-	-	6,770,000	-	-	-	-	-	6,770,000	
Morris Road 12-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	-	-	370,000	370,000	300,000	0.2	-	-	70,000	-	-	-	-	-	70,000	
Oak Drive Water Main Replacement	310,000	1,600,000	-	-	-	-	-	1,910,000	-	2	310,000	-	1,600,000	1,600,000	-	-	-	-	-	
Operations & Maintenance Facility	6,672,800	83,000	-	-	-	-	-	6,755,800	134,000	2	6,621,800	-	-	-	-	-	-	-	-	
Pintal Ground Storage Tank Rehabilitation	1,695,000	-	-	-	-	-	-	1,695,000	345,000	2	1,350,000	-	-	-	-	-	-	-	-	
Pintal Pump Station Capacity Improvements	900,000	420,000	-	-	-	-	-	1,320,000	1,020,000	2.5	-	-	300,000	300,000	-	-	-	-	-	
Pintal Pump Station (Auxiliary Power & Upgrades)	-	600,000	1,500,000	-	-	-	-	2,100,000	330,000	0.2,5	-	-	1,770,000	270,000	1,500,000	-	-	-	-	
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0.2	-	-	260,000	-	-	-	-	-	260,000	
Raintree 12-inch Water Line (Ridgecrest to Shiloh)	500,000	-	-	-	-	-	-	500,000	75,000	0.2	425,000	-	-	-	-	-	-	-	-	
Regency Park Booster Pump	850,000	-	-	-	-	-	-	850,000	450,000	2	-	-	-	-	-	-	-	-	-	
Rippy Road Water Line Improvements (FM 2499-Waketon)	-	-	730,000	-	-	-	-	730,000	330,000	0.2	-	-	400,000	-	400,000	-	-	-	-	
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0.2	-	-	1,000,000	-	-	-	-	-	1,000,000	
Senior Center - Utilities	270,000	-	-	-	-	-	-	270,000	270,000	2	-	-	-	-	-	-	-	-	-	
Shady Point Acres Water Line Replacement	-	300,000	1,000,000	-	-	-	-	1,300,000	-	2	-	-	1,300,000	300,000	1,000,000	-	-	-	-	
Stonecrest Pump Station Phase (Auxiliary Power)	-	-	2,120,000	-	-	-	-	2,120,000	300,000	0.2	-	-	1,820,000	-	1,820,000	-	-	-	-	
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0.2	-	-	4,890,000	-	-	-	-	-	4,890,000	
Stonehill Pump Station 10MG Ground Storage Tank Modification	-	350,000	-	-	-	-	-	350,000	-	1.2	-	-	350,000	350,000	-	-	-	-	-	
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-	-	
Stonehill Pump Station Discharge Valve Replacement	-	500,000	-	-	-	-	-	500,000	-	2	-	-	500,000	500,000	-	-	-	-	-	
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	2	-	-	120,000	-	-	-	-	-	120,000	
Timber Valley Rehabilitation Phase II	-	-	-	600,000	-	-	-	600,000	-	2	-	-	600,000	-	-	600,000	-	-	-	
Trialwood Terrace 12-inch Water Line	-	400,000	-	-	-	1,370,000	-	1,770,000	400,000	0.2	-	-	1,370,000	-	-	-	-	1,370,000	-	
Twin Coves Park - Improvements (Utilities)	-	400,000	-	-	-	-	-	400,000	400,000	2	-	-	-	-	-	-	-	-	-	
Utility Asset Management & Utility Replacement	300,000	300,000	300,000	300,000	300,000	300,000	-	1,800,000	-	2	300,000	-	1,500,000	300,000	300,000	300,000	300,000	300,000	-	
Water Reuse System Phase I	-	-	-	-	-	-	3,186,000	3,186,000	-	0.2	-	-	3,186,000	-	-	-	-	-	3,186,000	
Water Reuse System Phase II	-	-	-	-	-	-	760,000	760,000	-	0.2	-	-	760,000	-	-	-	-	-	760,000	
Water Reuse System Phase III	-	-	-	-	-	-	1,100,000	1,100,000	-	0.2	-	-	1,100,000	-	-	-	-	-	1,100,000	
Water Reuse System Phase IV	-	-	-	-	-	-	820,000	820,000	820,000	0.2	-	-	-	-	-	-	-	-	-	
Water System Leak Detection & Repair	550,000	50,000	50,000	50,000	50,000	50,000	-	800,000	-	2	550,000	-	250,000	50,000	50,000	50,000	50,000	50,000	-	
Water System Model Update	105,000	25,785	5,000	5,000	5,000	5,000	-	150,785	150,785	0.2	-	-	-	-	-	-	-	-	-	
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0.2	-	-	2,310,000	-	-	-	-	-	2,310,000	
West Side Water Lines (South)	-	-	-	-	-	-	3,850,000	3,850,000	350,000	0.2	-	-	3,500,000	-	-	-	-	-	3,500,000	
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0.2	-	-	1,240,000	-	-	-	-	-	1,240,000	
Western Operations and Maintenance Facility (Temporary FS #6)	250,000	200,000	-	-	-	-	-	450,000	450,000	2	-	-	-	-	-	-	-	-	-	
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-	
Western Pump Station Phase I	12,475,000	-	-	-	-	-	-	12,475,000	969,760	0.2	11,505,240	-	-	-	-	-	-	-	-	
SUBTOTAL		\$ 26,620,420	\$ 10,248,785	\$ 11,515,000	\$ 7,685,000	\$ 1,620,000	\$ 1,725,000	\$ 43,006,000	\$102,420,205	\$18,747,165		\$ 21,862,040	\$ -	\$ 61,711,000	\$ 6,935,000	\$10,530,000	\$ 4,210,000	\$ 3,060,000	\$ 1,720,000	\$ 35,256,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025						2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2025
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 1804 Doubletree	-	75,000	-	-	-	-	-	75,000	75,000	2	-	-	-	-	-	-	-	-
FM 2499 Drainage Improvements (Gerault to Denton Creek)	500,000	-	-	-	-	-	-	500,000	500,000	1.2	-	-	-	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	-	-	50,000	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	-
McKamy Creek Branch Stabilization at 3400 Pheasant Ct	-	30,000	-	-	-	-	-	30,000	30,000	2	-	-	-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	-	150,000	350,000	500,000	500,000	2	-	-	-	-	-	-	-	-
River Hill Drive Creek Bank Stabilization	-	45,000	-	-	-	-	-	45,000	45,000	1.2	-	-	-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	100,000	150,000	150,000	-	-	400,000	400,000	2	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 500,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 500,000	\$ 1,750,000	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW	DEBT SCHEDULE					
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025							2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2025
Bakers Branch Collector Phase II (Lexington to Gerault)	-	-	1,700,000	-	-	-	-	1,700,000	200,000	0.2	-	-	1,500,000	-	-	1,500,000	-	-	-
Canterbury Lane Sewer Line Replacement	80,000	-	-	-	-	-	-	80,000	80,000	2	-	-	-	-	-	-	-	-	-
Colonial Drive Wastewater Line (Colony St. to Homestead St.)	20,000	-	-	-	-	-	-	20,000	20,000	2	-	-	-	-	-	-	-	-	-
Denton Creek Boulevard Wastewater Line	-	-	-	2,700,000	-	-	-	2,700,000	2,700,000	0.5	-	-	-	-	-	-	-	-	-
Impact Fee Update	70,000	-	-	-	-	-	-	70,000	70,000	0	-	-	-	-	-	-	-	-	-
Justin Road Lift Station Outfall	-	-	-	-	-	550,000	-	550,000	300,000	0.2	0	-	250,000	-	-	-	-	250,000	-
Inflow-Infiltration/Evaluation and Repair	1,480,000	250,000	250,000	250,000	250,000	250,000	-	2,730,000	130,000	2	1,350,000	-	1,250,000	250,000	250,000	250,000	250,000	250,000	-
Lakeside Lift Station and Force Main	3,090,000	-	-	-	-	-	-	3,090,000	2,090,000	0.2,3,5	1,000,000	-	-	-	-	-	-	-	-
Lakeside Lift Station and Force Main Phase II	-	-	-	-	2,400,000	-	-	2,400,000	400,000	0.2,3,5	-	-	2,000,000	-	-	-	2,000,000	-	-
Lift Station Improvements and Decommissioning	50,000	1,725,000	-	-	-	-	-	1,775,000	50,000	2	-	-	1,725,000	1,725,000	-	-	-	-	-
Long Prairie Interceptor (North of College Pkwy)	-	-	-	-	-	-	330,000	330,000	-	0.2	-	-	330,000	-	-	-	-	-	330,000
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	-	-	905,000	-	-	905,000	-	0.2	-	-	905,000	-	-	-	905,000	-	-
McKamy Creek Road Sewer Line Replacement	185,000	-	-	-	-	-	-	185,000	185,000	2	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase III	6,225,000	-	-	-	-	-	-	6,225,000	70,000	0.2	6,155,000	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	-	-	3,300,000	-	-	3,300,000	150,000	0.2	-	-	3,150,000	-	-	-	3,150,000	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0.2	-	-	2,500,000	-	-	-	-	-	2,500,000
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	-	1,010,000	-	-	-	-	-	1,010,000	410,000	0.2	-	-	600,000	600,000	-	-	-	-	-
Upper Timber Creek Interceptor (South of College Pkwy.)	-	-	-	-	-	-	300,000	300,000	-	0.2	-	-	300,000	-	-	-	-	-	300,000
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	-	-	-	430,000	430,000	230,000	0.2	-	-	200,000	-	-	-	-	-	200,000
Southside Force Main Extension	-	-	-	-	-	-	1,710,000	1,710,000	710,000	0.2	-	-	1,000,000	-	-	-	-	-	1,000,000
Southside Gravity Improvements	-	-	-	-	-	-	2,970,000	2,970,000	600,000	0.3,5	-	-	2,370,000	-	-	-	-	-	2,370,000
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	380,000	-	-	-	-	-	380,000
Wastewater System Model Update	175,000	25,785	5,000	5,000	5,000	5,000	-	220,785	220,785	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Auxiliary Power	620,000	-	-	-	-	-	-	620,000	-	0.2	620,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Capacity Study	-	-	-	75,000	-	-	-	75,000	75,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	???	-	-	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	350,000	300,000	-	-	-	-	-	650,000	300,000	2	350,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	940,000	5,600,000	-	-	-	-	-	6,540,000	780,000	2	160,000	-	5,600,000	5,600,000	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	-	-	800,000	6,000,000	-	-	-	6,800,000	-	2	-	-	6,800,000	-	800,000	6,000,000	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-	-	13,000,000	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-	-	1,000,000	-	-	-	-	-	1,000,000
Wellington Interceptor Phase VI Section I (Vail Lane to Oak Street Lift Station)	-	-	-	310,000	-	-	-	310,000	95,000	0.2	-	-	215,000	-	-	215,000	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	-	-	720,000	720,000	-	0.2	-	-	720,000	-	-	-	-	-	720,000
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	-	410,000	410,000	-	0.2	-	-	410,000	-	-	-	-	-	410,000
Wichita Trail Lift Station Improvements	-	-	-	-	-	-	780,000	780,000	-	0.2	-	-	780,000	-	-	-	-	-	780,000
SUBTOTAL	\$ 13,285,000	\$ 8,910,785	\$ 2,755,000	\$ 9,340,000	\$ 6,860,000	\$ 805,000	\$ 24,930,000	\$ 66,885,785	\$ 10,265,785		\$ 9,635,000	\$ -	\$ 46,985,000	\$ 8,175,000	\$ 2,550,000	\$ 6,465,000	\$ 6,305,000	\$ 500,000	\$ 22,990,000
GRAND TOTAL UTILITY FUND	\$ 40,405,420	\$ 19,309,570	\$ 14,420,000	\$ 17,175,000	\$ 8,630,000	\$ 2,680,000	\$ 68,436,000	\$ 171,055,990	\$ 30,762,950		\$ 31,597,040	\$ -	\$ 108,696,000	\$ 15,110,000	\$ 13,080,000	\$ 10,675,000	\$ 9,365,000	\$ 2,220,000	\$ 58,246,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Prod. Sav., Fund Bal., Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: February 1, 2016

FROM: Tiffany Bruce P.E., CIP Engineering Manager

ITEM: Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, for the construction materials testing associated with the Oak Drive Water Main Replacement project, in the amount of \$40,125.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On January 21, 2016, the construction contract for the Oak Drive Water Main Replacement project, in the amount of \$1,083,877.50, was awarded to A&M Construction and Utilities, Inc. This Professional Services Agreement provides for materials testing associated with the project, which includes construction of approximately 11,500 linear feet of 8-inch water line to replace the existing 6-inch line due to numerous water line breaks on an aging water line. The replacement begins at FM 1171 and Fireside Drive and extends south to Oak Drive, then east to Acorn Trail, and stops at the end of Oak Drive.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$40,125.00

Proposed Expenditure:	Account Number(s):
\$ 40,125.00	630-960-96002

Finance Review by: Debra Wallace, Assistant Town Manager/CFO *DW*

LEGAL REVIEW: The Town's standard professional services agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Professional Services Agreement.

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move to approve the Professional Services Agreement with Alliance Geotechnical Group, for the construction materials testing associated with the Oak Drive Water Main Replacement project, in the amount of \$40,125.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALLIANCE GEOTECHNICAL GROUP**

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **ALLIANCE GEOTECHNICAL GROUP**, ("hereinafter referred to as "CONSULTANT") whose address is 3228 Halifax Street, Dallas, Texas 75247.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Oak Drive Water Main Replacement Project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Oak Drive Water Main Replacement Project Construction Materials Engineering and Testing

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 Forty Thousand One Hundred Twenty Five and No/100 Dollars (\$40,125.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.
Ownership of Documents

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

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
c/o Periculum Services Group
Department 72
PO Box 257
Portland, MI 48875-0257

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:

Brent Anderson, P.E., Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

972-874-6310Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

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

for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

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

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

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

**XV.
Provisions Surviving Termination**

The terms of Sections XII entitled Indemnification, and XVII 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:

Brent Anderson, P.E., Senior Project Engineer
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6310 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:

Perry Kakara, S.E.T
 Alliance Geotechnical Group
 3228 Halifax Street
 Dallas, TX 75247
 972-444-8889 Telephone

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

XX.
Applicable Law

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

XX.
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.

XXI.
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.

XXII.
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.

XX.
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.

XXI.
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.

XXII.
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.

XXIII.
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.

XXIV.
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.

XXV.
Venue

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

XXVI.

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.

[The remainder of this page left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

By: _____
The Honorable Thomas E Hayden
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

Approved:

Town Attorney

**CONSULTANT:
ALLIANCE GEOTECHNICAL GROUP**

By: _____

Name: _____

Title: _____

Date Signed: _____

State of Texas §

County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____ in his capacity as _____ of _____, a _____ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

Notary Public, State of Texas

My Commission Expires:



- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING AND TESTING

November 17, 2015

Mr. Brent Anderson, P.E.
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Phn: (972) 874-6204
Email: brent.anderson@flower-mound.com

Re: Oak Drive Water Main Replacement
Flower Mound, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P15-1132C

Dear Mr. Anderson:

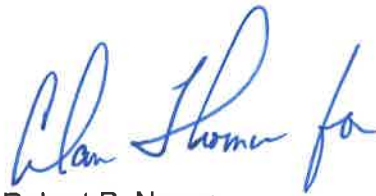
Alliance Geotechnical Group (AGG) is pleased to confirm our firm's interest in providing materials inspection and testing services for the proposed project noted above. A schedule of unit fees for this project is attached.

After reviewing our fee schedule if you have any questions, please contact the undersigned at (972) 444-8889. If acceptable, please sign below and fax back to our office as our Authorization to Proceed. We look forward to the opportunity of working with you on this project.

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP


Perry Kakara, S.E.T.
CME Department Manager


Robert P. Nance
President

Approved by: _____
Signature

Date: _____

SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
OAK DRIVE WATER REPLACEMENT FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P15-1132C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
A. STRUCTURAL BACKFILL TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	5	@	\$165.00	each	\$825.00
• Material Analysis -200	5	@	\$35.00	each	\$175.00
• Atterberg Limits	5	@	\$55.00	each	\$275.00
• Grade Beam Fill In-Place Density Test	0	@	\$35.00	each	\$0.00
• Mass Fill In-Place Density Test	9	@	\$18.00	each	\$162.00
• Sulfate Test (1 per 300 lf)	1	@	\$90.00	each	\$90.00
• Paving Subgrade In-Place Density Test*	57	@	\$35.00	each	\$1,995.00
• Sidewalk In-Placed Density Test	0	@	\$35.00	each	\$0.00
• Texas Wet Ball Mill	0	@	\$190.00	each	\$0.00
• Lime Subgrade Gradation	1	@	\$18.00	each	\$18.00
• THD Triaxial (Tex.-117-E) (as needed)	0	@	\$1,550.00	each	\$0.00
• Lime Subgrade Depth Check	1	@	\$18.00	each	\$18.00
• Sr. Engineering Tech to perform testing	80	@	\$47.50	hour	\$3,800.00
• Sr. Engineering Tech Overtime to perform testing	0	@	\$71.25	hour	\$0.00
• Project Manager	12	@	\$75.00	hour	\$900.00
• Sr. Geotechnical Engineer Project Review	0	@	\$125.00	hour	\$0.00
• Vehicle Charge	19	@	\$40.00	trip	\$760.00
Sub-Total					\$9,018.00
B. UTILITY BACKFILL TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	12	@	\$165.00	each	\$1,980.00
• Atterberg Limits	12	@	\$55.00	each	\$660.00
• Material Analysis -200	12	@	\$35.00	each	\$420.00
• In-Place Density Test* (ASTM D2922)	210	@	\$35.00	each	\$7,350.00
• Concrete Test Cylinders (4 cylinders per set) MH/Inlet	0	@	\$18.00	each	\$0.00
• Sr. Engineering Tech to perform testing	251	@	\$47.50	hour	\$11,922.50
• Project Manager	20	@	\$75.00	hour	\$1,500.00
• Vehicle Charge	37	@	\$40.00	trip	\$1,480.00
Sub-Total					\$25,312.50

SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
OAK DRIVE WATER REPLACEMENT FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P15-1132C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
C. CONCRETE & REINFORCING TESTING & INSPECTION					
• Sr. Geotechnical Engineer Pier Review	0	@	\$125.00	hour	\$0.00
• Concrete Inspection & Testing (regular time)	74	@	\$47.50	hour	\$3,515.00
• Concrete Inspection & Testing (over time)	0	@	\$71.25	hour	\$0.00
• Structural/Paving Concrete Cylinder Test	0	@	\$18.00	each	\$0.00
• Drilled Piers Inspection	0	@	\$47.50	each	\$0.00
• Concrete Cylinders	60	@	\$18.00	each	\$1,080.00
• Project Manager	8	@	\$75.00	hour	\$600.00
• Vehicle Charge	15	@	\$40.00	trip	\$600.00
				Sub-Total	\$5,795.00
D. ASPHALT TESTING & INSPECTION					
• Gradation/A. C. Content	0	@	\$175.00	each	\$0.00
• Density Air Voids	0	@	\$35.00	each	\$0.00
• Sulfate Soundness	0	@	\$285.00	each	\$0.00
• Hveem Stability	0	@	\$105.00	each	\$0.00
• Asphalt Cores	0	@	\$50.00	set	\$0.00
• Lab Molded Densities	0	@	\$45.00	set	\$0.00
• Rice Gravities	0	@	\$45.00	each	\$0.00
• TxDOT Level 1B Asphalt Technician	0	@	\$50.00	hour	\$0.00
• TxDOT Level 1A Asphalt Technician	0	@	\$55.00	hour	\$0.00
• Vehicle Charge	0	@	\$35.00	trip	\$0.00
				Sub-Total	\$0.00
ESTIMATED TOTAL					\$40,125.50

NOTES:

1. It is understood that the contractor will be invoiced at overtime rates of 1.5 times the regular hourly rate for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup may apply.
3. Any additional tests will be billed on a hourly rate and charged at the applicable rate, portal-to-portal.
4. Additional test not specified in this proposal will be quoted upon request.
5. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.
6. The above unit rates are based on the project plans provided to AGG by the Town of Flower Mound



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: February 1, 2016

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: **Consider approval of naming the park property located on the 22-acre tract adjacent to Dunham Road as Dunham Ranch Athletic Complex.**

BACKGROUND INFORMATION: The naming of Town parks is the responsibility of the PALS Board and Town Council. The process for determination of a name for recommendation to the Town Council is specified in Town Ordinance Sec. 54-1. The 22-Acre tract was purchased by the Town in late October of 2015, and a conceptual master plan for the park will be developed at a later date. Per the Town's code of ordinances, names for new parks shall typically be established within 90 days from the date of land acquisition or at the earliest possible time. Therefore, it was appropriate for the PALS Board to begin the naming process.

At the November 5, 2015 regular meeting, the Chair of the PALS Board appointed a Committee that was tasked with recommending naming options for the new park. The Committee consisted of board members Teresa Thomason, Gloria Jones, and Debbie Simon. The committee held their first meeting on December 14, 2015, at the Town's Operations and Maintenance Building. The Naming Committee looked at a variety of different options that took the following into consideration: streets, geographical locations, ecological features, historical figures, events, concepts, local, state or national leaders, or in memoriam for public servants or residents who perished in the line of duty. The Denton County Historical Commission also provided the committee with a history of the ownership of the land.

Utilizing all of the information provided, the Committee recommended either "Dunham Ranch Athletic Complex" or "Dunham Athletic Complex" as their top choice. With the park being located along Dunham Rd., and taking into consideration that the land was once part of Dunham Ranch; the committee felt either of these two names were appropriate. Knowing that the land was purchased to help provide additional athletic fields the Committee recommends using "Athletic Complex" instead of "Park" in the name.

At the January 14, 2016, PALS Board Special meeting, the Board discussed the two options provided by the naming committee and ultimately selected Dunham Ranch Athletic Complex as their recommendation.

BOARD REVIEW/CITIZEN FEEDBACK: The PALS Board recommended approval by a unanimous vote of 4 to 0 at its January 14, 2016, special meeting.

ALTERNATIVES/OPTIONS: The Town Council can decide to name the park something different or send the item back to the PALS Board for additional options.

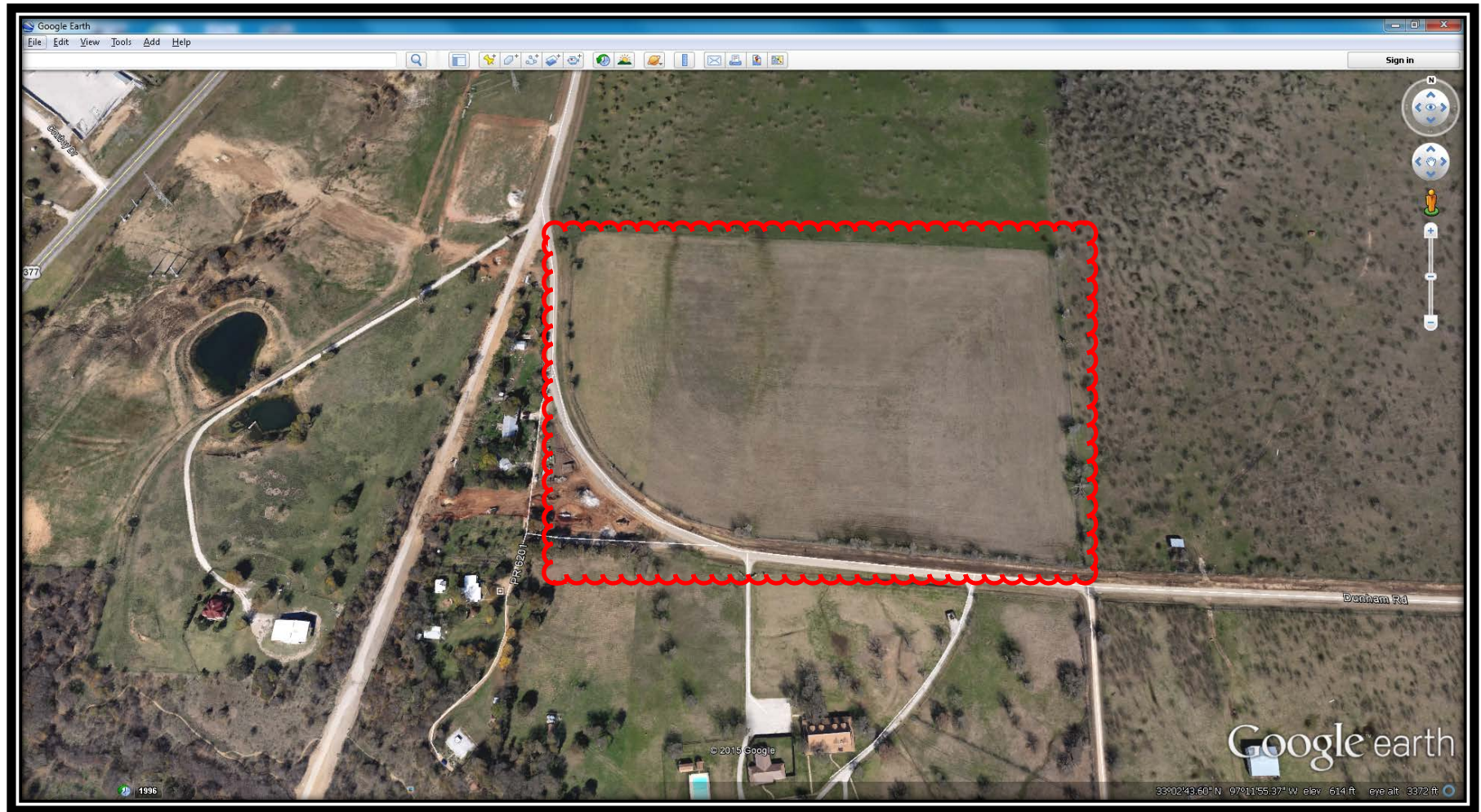
FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Aerial map of the 22-acre park property
2. History of the property

RECOMMENDATION: Move to approve naming the park property located on the 22-acre tract adjacent to Dunham Road as the Dunham Ranch Athletic Complex.



From: [Kim Cupit](#)
To: [Chuck Jennings](#)
Subject: RE: Flower Mound park naming
Date: Wednesday, December 16, 2015 3:28:50 PM

Chuck

Here is what I have been able to figure out so far.

The land was originally patented to Ruth Allen in 1860 and is a portion out of 153 acres. Her husband Thomas J. Allen received 640 acres in 2 different patents that are adjacent to Ruth's. Ruth was the oldest child of Robert Medlin and Mary Smith. She and her husband emigrated from Missouri prior to 1848. They had eight children. The Allens and the Medlins were part of the Missouri Colonist that settled in the Peters Colony in the 1840s. They were originally from Tennessee but had moved to Missouri prior to their trip to Texas. Thomas J. Allen died in 1852 and Ruth Medlin Allen died in 1865. One of their daughters, Serena Lucetta Allen (1842-1909) married Henry O. Dunham (1841-1910). He was also born in Missouri. Henry and Serena then had three sons: William R., George B., and Henry Lee Dunham. The property must have passed at some point to Henry and Serena Dunham and their heirs. George B. Dunham (1875-1932) married Margaret Foster (1880-1970) and they had a son named Henry Lee Dunham. After George's death, Margaret married a man named Burrow. Henry Lee Dunham married Goldia Smith. When they wed in 1933, Goldia was from Ponder and Henry from Roanoke. They married in Ardmore, OK and planned to live on the Dunham Ranch. Henry died in 1952 and in 1954 Goldia married Luther Lee of Roanoke. The property passed from the heirs of Henry O. Dunham to Goldia Lee. After Goldia's death in 1974, the property passed to Sam Wesley Lee, the son of Luther Lee. I believe Flower Mound acquired the land from Sam Lee's estate. Obviously Dunham Road was named for this family.

Please let me know if you have any questions. I am sure you will.

Kim

From: Chuck Jennings [<mailto:chuck.jennings@flower-mound.com>]
Sent: Wednesday, December 16, 2015 9:29 AM
To: Kim Cupit
Cc: Roslyn Shelton
Subject: RE: Flower Mound park naming

Thanks for any help you can provide!

Chuck

From: Kim Cupit [<mailto:Kim.cupit@dentoncounty.com>]
Sent: Wednesday, December 16, 2015 9:28 AM
To: Chuck Jennings
Cc: Roslyn Shelton
Subject: Flower Mound park naming

Chuck

Roslyn Shelton forwarded you email to me regarding the naming of the Flower Mound park. I am looking to the ownership of the land the park is on as well as the land around it. The original land grant was issued to Ruth Allen in 1860. I have not been able to find any information of Ruth Allen yet. I'll let you know what I find.

Kim

Kim Cupit

Curator of Collections

Denton County

Office of History and Culture

940.349.2853

Kim.cupit@dentoncounty.com



TOWN COUNCIL AGENDA ITEM NO. 14 REGULAR ITEM

DATE: February 1, 2016

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD15-0006 – The Conservatory Estates) from Agricultural District (A) to Planned Development District No. 140 (PD-140) for a cluster development, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Freeman Road and north of Cross Timbers Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its January 25, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

DRAFT MOTION: Move to approve a request for rezoning (ZPD15-0006 – The Conservatory Estates) from Agricultural District (A) to Planned Development District No. 140 (PD-140) for a cluster development, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 2

DATE: January 25, 2016

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD15-0006 – The Conservatory Estates) from Agricultural District (A) to Planned Development District No. 140 (PD-140) for a cluster development. The property is generally located west of Freeman Road and north of Cross Timbers Road. *(The Planning and Zoning Commission tabled this item at its December 14, 2015, meeting.)*

At the December 14, 2015, Planning and Zoning Commission meeting, several Commissioners expressed concerns about the proposed development. The major concerns included the applicant's proposal to provide narrow 20-foot-wide strips of open space between single family lots. These strips of open space did not appear to be consistent with the intent of a cluster development to maximize open space conservation with a continuation and/or connection of open space areas between adjacent developments that protect the ecological value in the Cross Timbers Conservation Development District (CTCDD). Another major concern was the lack of specificity regarding the location, number and size of proposed accessory structures within the open space areas.

The applicant has revised their conceptual site plan to remove almost all of the narrow open space strips creating larger contiguous spaces. They have also located the proposed accessory structures on the conceptual site plan and limitations on the size and number of structures have been incorporated into the proposed development standards. The proposed plan still contains 64 single family lots, but no longer contains two types of lots. The minimum size for all lots is now 27,000 square feet instead of 26,000 square feet for Type 1 lots and 28,000 square feet for Type 2 lots.

The revised plans are located in Attachment B(1) and the revised development standards are located in Attachment B(2). The staff report has also been updated to reflect these changes. The applicant's request is now much more consistent with the goals and objectives of the cluster development option contained within the CTCDD.

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations. Specifically, this application has been reviewed under the SMARTGrowth program and has met all applicable criteria.

This project has a companion Development Plan application (DP15-0001) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 103.23 acres of land in order to develop 64 residential lots in accordance with the cluster development option outlined in the Cross Timbers Conservation Development District (CTCDD) Area Plan in the Town's Master Plan (see below). The cluster development standards allow for lots that are smaller than the minimum two acres required by the existing Agricultural District (A) zoning.

The subject property has direct frontage along Cross Timbers Road and is mostly undeveloped except for two existing single family dwellings and accessory agricultural structures. The property located on all four sides of the site is designated as CTCDD in the Town's Master Plan and is zoned a combination of Agricultural District (A) and Single-Family Estate District (SFE), with an area southeast of the site zoned PD-73 for the Chimney Rock conservation development.

The property south of the site across Cross Timbers Road contains single family and agricultural uses, as well as a gas well pad site to the southwest. The property west of the site contains The Estates at Tour 18 residential development and golf course. The property north of the site is primarily undeveloped. The property east of the site is developed with the Flower Mound Equestrian Center and a Town water tower facility.

The accompanying concept plan (Attachment B(1)) depicts the subdivision design including the proposed lot layout and designated open space areas. The applicant is proposing a maximum of 64 developable single-family lots with a minimum lot size of 27,000 square feet. The main entrance for the subdivision will be from Cross Timbers Road and emergency access will be provided from Freeman Road. The developer has worked with staff to realign Freeman Road at its intersection with Cross Timbers Road to align with Chimney Rock. Since the property is located outside the Town's wastewater service area, all proposed residential lots will contain individual septic systems.

On December 16, 2013, the Town Council approved Ordinance No. 64-13 which amended the CTCDD. The CTCDD is described in the Master Plan as:

"Predominantly residential development, typically being single family residential development at net densities no greater than one unit per two acres. Moderate increases in densities may be appropriate in combination with cluster developments, conservation easements and/or other conservation techniques that preserve the Cross Timbers ecosystem, other natural systems, and Scenic Corridors and Vistas. Commercial recreation uses, such as equestrian facilities, golf courses and other uses compatible with the conservation goals of the district are also suitable.

The Cross Timbers Conservation Development District Area Plan preserves the integrity of the largely intact Cross Timbers ecological area in central Flower

Mound, which provides the Town with its unique country atmosphere and natural environment, while allowing environmentally sensitive development to occur. The area plan establishes development options within the district and identifies specific elements needing consideration."

The Area Plan contains several development options for land within the Cross Timbers District; a cluster development is one of the options. Other options include:

- Retain all or part of the property for personal use.
- Develop all or part of the property at lot sizes larger than two acres, as permitted under the existing Agricultural zoning.
- Develop all or part of the property in Rural Development (lot sizes five acres or larger) that reflects the country atmosphere and natural environment of Flower Mound, as permitted under the existing Agricultural zoning.
- Develop the property as a conservation development (minimum lot size of one acre and minimum 50% open space).
- Develop all or part of the property as appropriate non-residential development.

The cluster development option is as follows:

"8. Develop the property as a cluster development. The intent of the clustering option is to **maximize open space conservation**, including preserving Scenic Corridors and Vistas, on a site by site basis to realize a community benefit that provides the Town with its unique country atmosphere and natural environment. The **continuation and/or connection of open space areas between adjacent developments are important** in protecting the ecological value in the District. Cluster developments may be allowed in the District and must demonstrate the following:

- a. **Density shall be commensurate with the quality and character of the open or natural lands conserved** and the extent to which the conserved land contributes to the preservation of the Cross Timbers Conservation Development District's country character, including its open, natural, scenic and ecological values. Density will be evaluated on a project-by-project basis. The maximum density that can be granted for a cluster development can be no more than 1 unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density). For example, on a 100 acre development, the 100 acres is divided by 1.6 to produce 62 units or a 24% (12 unit) increase in density above the base density of 1:2 or 50 units.
- b. Minimum lot size is one-half acre or 21,780 square feet; however, any development shall contain a mixture of lot sizes and any development shall be cognizant of external adjacent lot sizes.
- c. Open space may be managed by a land trust, Homeowners Association, and/or the Town. Any development proposal must detail the perpetual maintenance and funding for the open space areas, which must be

feasible and appropriate for the areas preserved. Recreational uses may be allowed which may be appropriate given the type, location, intensity, and adjacency. Any recreational use should be characteristic of the District, compatible with adjacent land uses and should be open to the public. Floodplain may be counted as open space.

- d. Cluster development shall demonstrate how the development provides an appropriate transition to existing land uses. Factors to be considered include lot sizes, intervening roadways, and use of open space, among other factors."

The gross land area for the proposed development is 103.23 acres. The applicant is proposing a density of 1 unit per 1.6 acres, which is the maximum allowed under the cluster development option. The applicant's Open Space plan indicates approximately 21.78 acres of land is being dedicated as open space (50.6%). Although the applicant has been in discussions with a third party non-profit entity, at this point they have indicated the open space will be maintained by the Homeowner's Association. It is staff's opinion that the applicant has made a good effort at locating the proposed lots in a way that preserves and protects some of the environmentally significant features on the site (e.g. trees, slopes) and has accounted for preservation of some of these quality areas via their open space plan. The proposed buffer along Cross Timbers Road is also in excess of the 50 feet in width required by the Town's regulations.

The applicant has provided landscaping, Town trails, and split rail fence along Cross Timbers Road in accordance with the Town's Urban Design standards. The width of the buffer along Cross Timbers Road exceeds the Town's requirement of 50 feet. The applicant has also arranged lots and open space within the development to provide view corridors on Cross Timbers Road so the open space areas are visible at the perimeter of the development. A total of 26 specimen trees have been identified on the site, and the applicant is proposing to preserve all 26 trees at this time.

As a part of the cluster development process, an enhanced public notification process is required that mandates a minimum of two neighborhood meetings be held to discuss the project prior to the application being considered by the Planning and Zoning Commission. Anyone who has signed up online is invited to these meetings, as well as adjacent property owners and HOAs. The first informational meeting was held on December 18, 2014, and the second informational meeting was held on March 3, 2015.

On July 7, 2015, the Environmental Conservation Commission (ECC) reviewed a proposed concept plan depicting open space areas and recommended approval. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the July 7, 2015, ECC meeting is:

<http://flowermoundtx.swagit.com/play/07072015-989/#7>

On June 4, 2015, the Parks, Arts and Library Services (PALS) Board recommended approval to Town Council that cash, in the amount of \$70,425.60, be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$88,832.00 for the Conservatory Estates project. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

On June 4, 2015, the Parks, Arts and Library Services (PALS) Board also recommended denial to Town Council of the proposed 15-foot Equestrian Trail and 8-foot Town Multi-use Trail locations provided per a previous draft Development Plan. After modifications were made by the applicant, this item was reconsidered at the October 8, 2015, PALS meeting and a recommendation of approval was made to Town Council of the proposed 15-foot Equestrian Trail and 8-foot Town Multi-use Trail locations provided per the current draft Development Plan.

The link to the June 4, 2015, PALS meeting is:

<http://flowermoundtx.swagit.com/play/06042015-781/#8>

The link to the October 8, 2015, PALS meeting is:

<http://flowermoundtx.swagit.com/play/10082015-802/#8>

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning change requests. At the time this report was written, staff had not received any correspondence regarding the project.

IV. ATTACHMENTS

A. Background Information

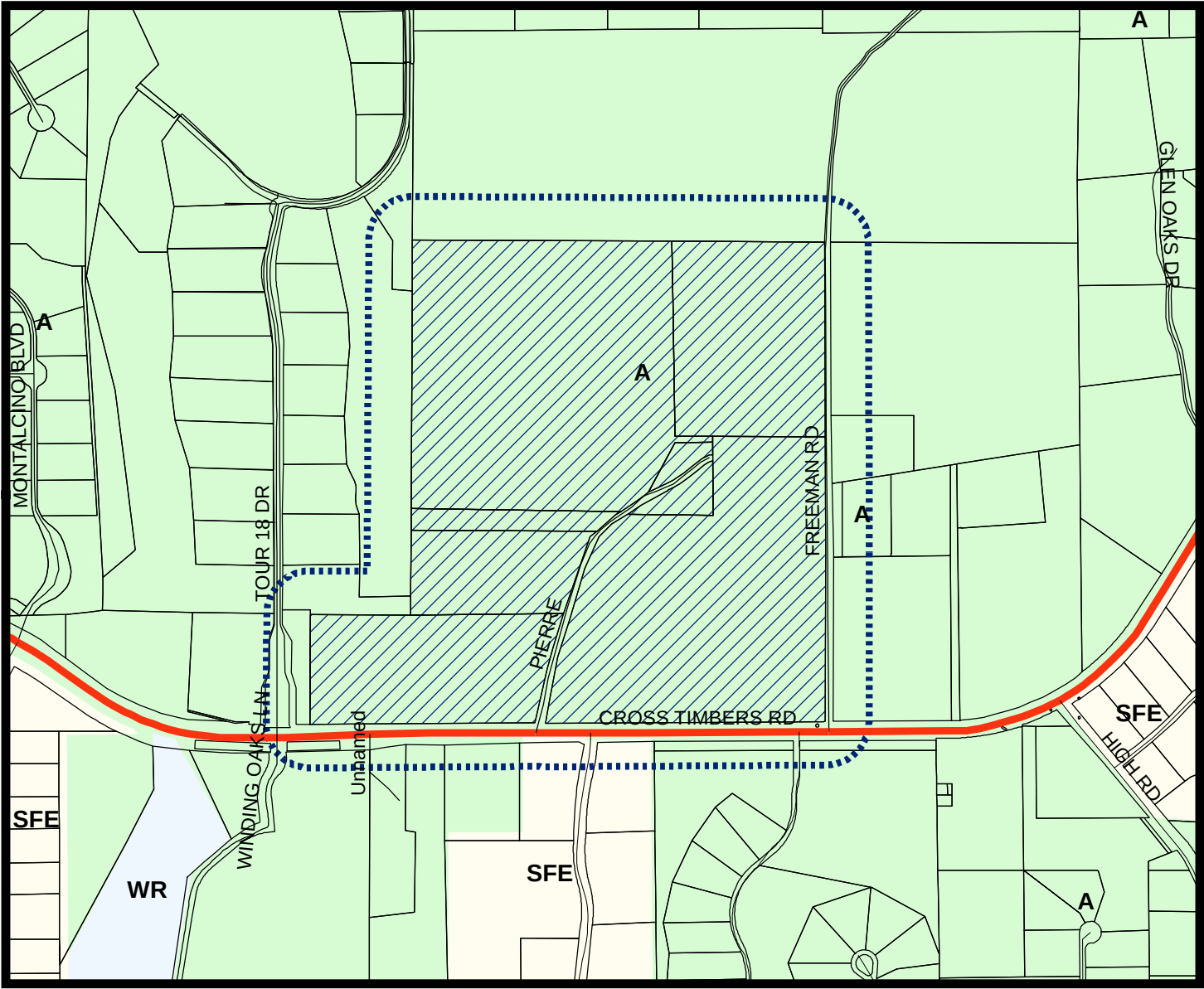
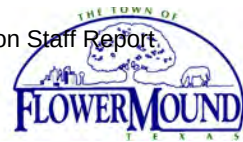
1. Vicinity Map
2. Letter of Intent
3. Cross Timbers Conservation Development District Area Plan

B. Application Details

1. Revised Zoning Package
2. Revised Draft Development Standards
3. Revised Draft Open Space Management Plan
4. Environmental Protection Plan
5. Transportation Analysis

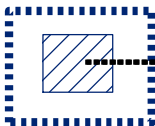
Vicinity Map

Reference Project: ZPD15-0006

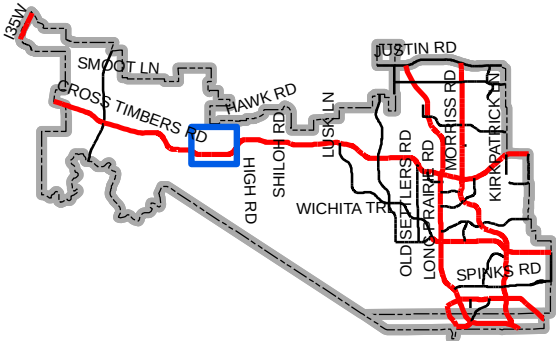
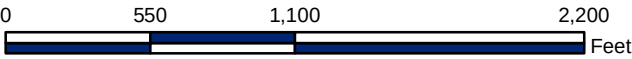


LEGEND

 Agriculture	 Single Family Estate	 Water Recreation
--	--	--

 Subject Property

200 ft Notification Buffer around Property



Map Location



April 23, 2015

Mr. Doug Powell
Executive Director of Development Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: PD ZONING CHANGE REQUEST – The Conservatory Estates - Letter of Intent
G&A Job No. 14164**

Mr. Powell:

Please accept this letter, on behalf of Raco Development, as an explanation of the proposed planned development zoning change request on approximately 103.225 acres of land located along FM 1171, directly east of the Estates at Tour 18, and within the Cross Timbers Conservation Development District that is currently zoned agricultural. A Development Plan application has also been submitted concurrently with this request.

The Conservatory Estates will be a high quality, gated, open space community with a total of 64 residential lots, 4 "X" lots that consist of over 51 acres of open space, four amenity ponds, a rambling brook, wildflower meadows, preserved tree stands, expansive natural buffers and scenic vistas along FM 1171, extensions of Town's multi-use trail and equestrian trail, and an enhanced private entrance. Each lot is directly adjacent to open space in the rear, with 20' open space buffers between all lots. The development is in accordance with the Master Plan update from 2013 regarding cluster developments within the CTCDD and a maximum .62 du/ac density. The development will be completed in a single phase.

The enhanced entry to the site will include a divided entrance drive in a curvilinear design up to a guard house and the entry gates. One of the four amenity ponds is located at this entrance to create an elaborate view and drive experience. The 'look and feel' of The Conservatory Estates is old world estate and it will include a split rail fence along FM 1171 within the landscape buffer.

A secondary access point is located east of the main entrance. This 13' drive, which will be used for emergency access, will intersect with the proposed realignment of Freeman Road. We are proposing that RACO Development will provide a 40' Private Access Easement to allow access from Freeman Road to the median cut at the entrance to Chimney Rock. Please refer to the letter from RACO Development dated March 30, 2015 for a more detailed description. The

The Conservatory – PD Zoning Application

April 23, 2015

Page 2 of 2

proposed street section for the Conservatory Estates will be an estate residential street that has a pavement width of 26' with 17' drainage and utility easements on each side.

The proposed PD standards for this development are similar to the Single Family-15 (SF-15) zoning district within the Town's Code of Ordinance and include a lot area minimum of 26,000 square feet, a minimum lot width of 100', and setbacks of 30' for the front yard, 20' for the rear yards, and 10' for the side yards. Additional requirements that are requested within the proposed Development Standards include a minimum amount of open space of 50%, possible future improvements within the open space areas, and the option for the home owner or home builder to choose whether or not to install an ornamental metal fence adjacent to open space areas.

We would like to respectfully request an exception to the upland habitat mitigation requirement. Our client is exceeding tree preservation requirements by saving 71% of the existing tree canopy. We feel that the amount of preservation as well as an exceptional subdivision design merits an exemption from the mitigation requirement. An EPP has been prepared and submitted with this application.

An additional request by Raco Development is to dedicate approximately 3.6 acres of parkland in the form of a minimum 50' wide Parks Easement along the South border of The Conservatory Estates property, which would be deducted from the park land dedication requirement and fees in lieu of dedication. This easement will include the 15' Equestrian Easement and 8' Multi-Use Trail. This area would include enhanced landscape beyond the Town's minimum requirements. They would like to present this request to the Town's Parks, Arts, and Library Services Board on May 7th, 2015. A more detailed description is available in the letter from RACO Development, dated March 30, 2015.

Please feel free to contact us to discuss any comments or questions you have during the review of this request.

Sincerely,



Randi L. Rivera, AICP

cc: Mr. Robert J. Dollak, Jr., P.E.
Mr. Raman Chandler, Raco Development

2.0 AREA PLANS

Cross Timbers Conservation Development District Area Plan

The Cross Timbers Conservation Development District Area Plan preserves the integrity of the largely intact Cross Timbers ecological area in central Flower Mound, which provides the Town with its unique country atmosphere and natural environment, while allowing environmentally sensitive development to occur. The area plan establishes development options within the district and identifies specific elements needing consideration.

There are several development options within the District:

1. Retain all or part of the property for personal use. This option would include (but not require) the potential of donating a conservation easement on all or part of the property in order to realize some economic benefit.
2. Develop all or part of the property, or sell all or part of the property to others for development, on two acre lots as permitted under the existing Agricultural zoning.
3. Develop all or part of the property, or sell all or part of the property to others for development, as a conservation development, with the number of lots as permitted under the existing Agricultural zoning, but with smaller lots and eligibility for incentive benefits as established by the Town's SMARTGrowth Program. This option would include the potential donation of a conservation easement on all or part of the property in order to realize some additional economic benefit.
4. Develop all or part of the property at lot sizes larger than two acres, as permitted under the existing Agricultural zoning.
5. Develop all or part of the property in Rural Development (lot sizes five acres or larger) that reflects the country atmosphere and natural environment of Flower Mound, as permitted under the existing Agricultural zoning. This could include coordinated development for specialized types of development, such as equestrian oriented developments.
6. Coordinate development planning with adjoining land owners as a combined conservation development, with the number of lots as permitted under the existing Agricultural zoning, but with smaller lots and eligibility for incentive benefits as established by the Town's SMARTGrowth Program, as a coordinated Planned Development. This option would include (but not require) the potential of donating a conservation easement on all or part of the property in order to realize some additional economic benefit.
7. Develop all or part of the property as appropriate non-residential development. Appropriate non-residential development might include active equestrian commercial activities (similar to the existing Flower Mound Equestrian Center), active use "country" commercial uses (similar to the Circle R Ranch, or roadside farm product stands), or other commercial uses that reinforce the "country atmosphere and natural environment"

2.0 AREA PLANS

that is characteristic of the Cross Timbers Conservation Development District, and are fully compatible with and acceptable to neighbors and landowners in the Zone.

8. Develop the property as a cluster development. The intent of the clustering option is to maximize open space conservation, including preserving Scenic Corridors and Vistas, on a site-by-site basis to realize a community benefit that provides the Town with its unique country atmosphere and natural environment. The continuation and/or connection of open space areas between adjacent developments are important in protecting the ecological value in the District. Cluster developments may be allowed in the District and must demonstrate the following:
 - a. Density shall be commensurate with the quality and character of the open or natural lands conserved and the extent to which the conserved land contributes to the preservation of the Cross Timbers Conservation Development District's country character, including its open, natural, scenic and ecological values. Density will be evaluated on a project-by-project basis. The maximum density that can be granted for a cluster development can be no more than 1 unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density). For example, on a 100 acre development, the 100 acres is divided by 1.6 to produce 62 units or a 24% (12 unit) increase in density above the base density of 1:2 or 50 units.
 - b. Minimum lot size is one-half acre or 21,780 square feet; however, any development shall contain a mixture of lot sizes and any development shall be cognizant of external adjacent lot sizes.
 - c. Open space may be managed by a land trust, Homeowners Association, and/or the Town. Any development proposal must detail the perpetual maintenance and funding for the open space areas, which must be feasible and appropriate for the areas preserved. Recreational uses may be allowed which may be appropriate given the type, location, intensity, and adjacency. Any recreational use should be characteristic of the District, compatible with adjacent land uses and should be open to the public. Floodplain may be counted as open space.
 - d. Cluster development shall demonstrate how the development provides an appropriate transition to existing land uses. Factors to be considered include lot sizes, intervening roadways, and use of open space, among other factors.
 - e. The approval of a development application for a cluster development shall require an enhanced public notification process. This process is to increase notice and encourage participation of the adjacent property owners and includes the following:
 1. Any developer using the cluster option must present plans to adjacent property owners and Homeowner Associations for comment and input on the proposed application.

2.0 AREA PLANS

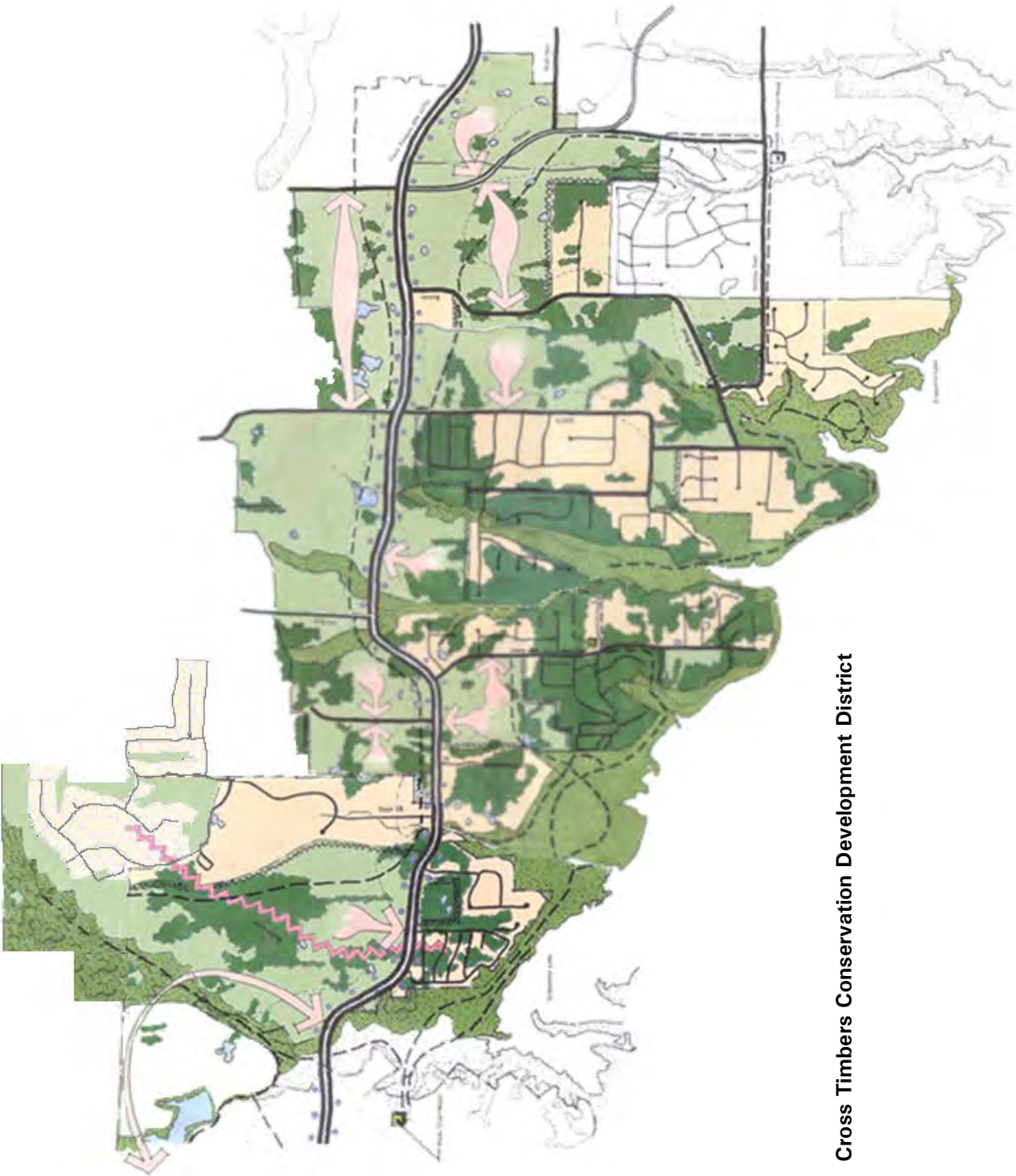
2. At the time of pre-application, Town staff will notify the affected property owners of the potential development.
3. A meeting will be coordinated with the Developer and interested parties prior to the submittal of a development application.
4. A second meeting will be held prior to the Planning and Zoning Commission meeting to update the interested parties prior to the public hearing. The agenda item for the proposal will reflect any consensus reached by the group as well as individual comments.

Elements needing consideration within the district include:

1. Scenic Corridors and Vistas - The scenic corridor along FM 1171 has extensive views into the District. These viewsheds need to be incorporated into any development proposal, if development is contemplated, and would require compliance with the "Town of Flower Mound SMARTGrowth Program" SMARTGrowth Analysis. Compliance with the SMARTGrowth Analysis could be achieved by conservation or cluster development, placing new houses outside of the view area, or by siting any new lots so the houses face toward FM 1171 across conserved open space, with access from a street internal to the development, rather than providing a view from FM 1171 into back yards or rear alleys.
2. Scenic corridors are present along the following roadways in addition to the roads identified in the Town's Urban Design Plan within the Cross Timbers Conservation Development District:
 - a. Skillern Road
 - b. Scenic Road
 - c. Shiloh Road
 - d. Rocky Point Road
 - e. Red Rock Road
 - f. High Road
 - g. FM 1171 at the Cross Timbers Escarpment

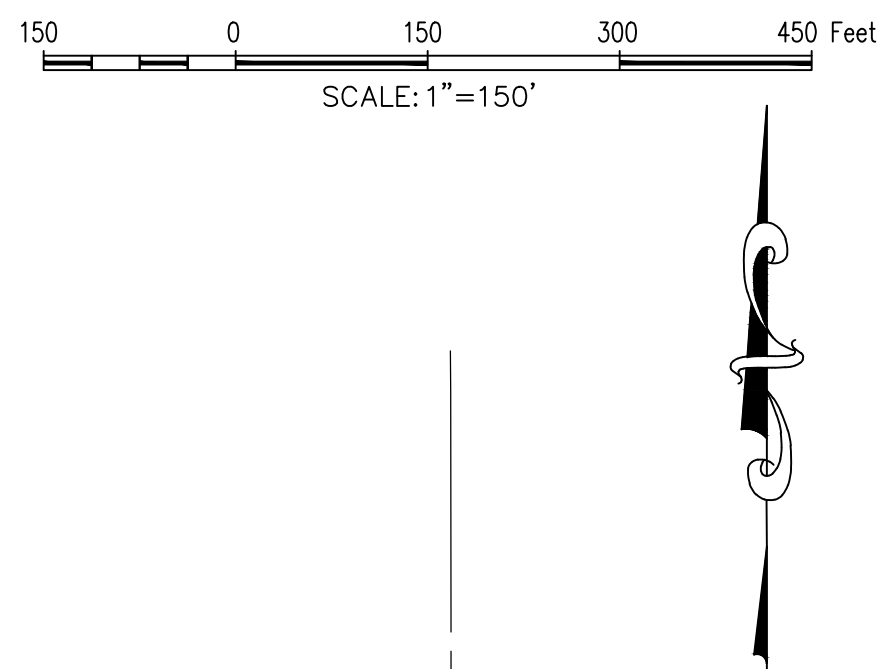
Properties adjacent to these roads provide extensive views into the District. Compliance with the SMARTGrowth Analysis could be achieved by conservation or cluster development, placing new houses outside of the view area, or by siting any new lots so the houses face the roadways across conserved open space, with access from a street internal to the development, rather than providing a view from the roadways into back yards or rear alleys.

2.0 AREA PLANS



Cross Timbers Conservation Development District

MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conservation Development District
Specific Plan	Not included in a Specific Plan Area
Urban Design Plan	Cross Timbers Conservation Development District
Parks and Trail	8' multi-use trail along F.M. 1171, 15' equestrian easement along F.M. 1171 and Freeman Road
Open Space Plan	Cluster Development
Thoroughfare Plan	F.M. 1171 – Major (Principal) Arterial : 120' ROW
Water Plan	Cross Timbers Conservation Development District
Wastewater Plan	Cross Timbers Conservation Development District



Gross Site Area	103,225 A; 4,496,481 SF
Open Space Lots:	
Lot 53X, Block A	26,540 A; 1,156,098 SF
Lot 54X, Block A	12,111 A; 527,543 SF
Lot 55X, Block A	4,470 A; 194,716 SF
Lot 56X, Block A	2,671 A; 116,366 SF
Lot 57X, Block A	0,496 A; 21,593 SF
Lot 11X, Block B	3,675 A; 160,104 SF
Lot 3X, Block C	2,385 A; 103,900 SF
Landscape Islands within Lot 1X, Block E	0,335 A; 14,607 SF
Total: 8	52,683 A; 2,294,871 SF
Private Street Lot:	
Lot 1X, Block E	5,599 A; 243,883 SF
Proposed Lots:	
Residential	64
Open Space	8
Private Street Lot	1
Total:	73

L E G E N D			
C.R.F.	Capped Rebar Found		Overhead Power Lines
C.R.S.	Capped Rebar Set		Down Guy Wire
C.M.	Control Monument		Existing Contours
Mon.	Monument		Proposed Contours
BH	Benchmark		Concrete Pavement
FM	Fire Hydrant		Asphalt Pavement
WM	Water Meter		Wood Fence
WV	Water Valve		Chain Link Fence
W/L	Water Line		Wire Fence
ICV	Irrigation Control Valve		Masonry Wall
SSMH	Sanitary Sewer Manhole		Existing Tree
CO	Sanitary Sewer Cleanout		(FL) Flowline
UP	Utility Pole		Centerline of Creek, Swale, or Waterway
LP	Light Pole		Creek, Swale, or Waterway Embankment
TC	Top of Curb		
TP	Top of Pavement		
TW	Top of Wall		
FG	Finished Grade		
U.E.	Utility Easement		
D.E.	Drainage Easement		
B.L.	Building Line		
R.O.W.	Right-of-Way		
D.R.	Deed Records		
P.R.	Plat Records		

1. PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS FOR THEIR PROTECTION, QUALITY OF THE GROUND SURFACE, COMMON AREAS, NEARLY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR FENCES, LIVING WALLS AND ADJACENT CURBS OR STREET SIDEWALK EDGES, ADJACENT TO DRAINAGE SYSTEMS OR DRAINAGE STRUCTURES, OR, AT SUBDIVISION ENTRYWAYS.

2. ALL "X" LOTS ARE OPEN SPACE LOTS DEDICATED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

3. ENVIRONMENTAL PROTECTION PLAN IS REQUIRED.

4. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.

5. LOT 1X, BLOCK E WILL BE DEDICATED TO THE H.O.A AS A PRIVATE STREET, AND FOR THE CONSTRUCTION OF THE PUBLIC WATERLINE(S), AND FOR CONSTRUCTION OF GUARD SHACK, CARRIAGE HOUSE, AND CONSERVATORY BUILDING WITHIN THE PROPOSED MEDIAN OF INITIAL ENTRY.

6. AN OPEN SPACE MANAGEMENT PLAN IS REQUIRED

LEGAL DESCRIPTION

All being that certain lot, tract or parcel of land situated in the Nathaniel E. Thompson Survey, Abstract Number 12770, Town of Flower Mound, Denton County, Texas, and being part of that certain called 100 acre tract of land described in deed to J. A. Miller recorded in Volume 362, Page 294 of the Deed Records of Denton County, Texas, and being part of that certain call 48.424 acre tract of land described in deed to Allen L. Powdermaker and Francois Usher recorded in Volume 1130, Page 498 of the Deed Records of Denton County, Texas, and being all that certain called 14.500 acre tract of land described in deed to David, Jill and Karin Powdermaker recorded in Volume 1130, Page 498 of the Deed Records of Denton County, Texas, and being all that certain called 30.800 acre tract described in deed to Alan L. Powdermaker and Renate Powdermaker recorded in Volume 1103; Page 506 of the Deed Records of Denton County, Texas, and being all that certain called 6.800 acre tract of land described in deed to David Usher recorded in Volume 1103; Page 506 of the Deed Records of Denton County, Texas, and being all Lots 1 through 8 of the Powdermakers Addition, and being all that certain called 1.000 acre tract of land described in deed to David Usher recorded in Cabinet # 1, Page 80 of the Plat Records of Denton County, Texas, in addition those in the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet # 1, Page 80 of the Plat Records of Denton County, Texas, and being all of Tract 1 and Tract 2, of that same tract of land described to Denton County recorded in Document Number 2008-115823, Official Records, Denton County, Texas, and being all that certain called 1.1 acre tract of land described as Tract No. 19 in deed to Denton County recorded in Volume 429, Page 123 of the Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at an axle found at an inner ell corner in the west line of said 100 acre tract and said 48.424 acre tract, being the southeast corner of Lot 1, Block 1 of The Estates at Tour 18, Section One, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet K, Page 232 of the Plat Records of Denton County, Texas, and being the recognized southeast corner of the J. Gibson Survey, Abstract Number 484 and an inner ell corner in the west line of said Nathaniel E. Thompson Survey, Abstract Number 1270;

THE NCE N 00/08150W, with a west line said 100 acre tract and said 48.424 acre tract and the most east line of said Lot 1, Block 1, pass at 90.22 feet the most easterly northeast corner thereof, being the southeast corner Lot 10, Block 1 of said addition, continuing with the east line of said Lot 10, passing the northerly northwest corner of said 48.424 acre tract and the southwest corner of said 6.800 acre tract continuing with the west line thereof, passing the northwest corner of said 6.800 acre tract and the westerly southwest corner of said 30.800 acre tract, continuing with the west line thereof, passing at 1607.20 feet the northeast corner of said Lot 10, Block 1 and the southeast corner of Lot 9, Block 1 of said addition, continuing with the east line thereof a total distance of 1719.94 feet to a 1/2" capped rebar set (G&A) at the southwest corner of that certain called 42.0093 acre tract of land described in deed to Joe B. Freeman and wife, Teresa Freeman recorded in Document Number 1997-88963 of the Real Property Records of Denton County, Texas, and being the most northerly northwest corner of said 100 acre tract and said 30.800 acre tract and being the northwest corner of said Lot 1, Block 1, Powdermaker Addition;

THENCE S 89°46'35.0E, 1870.10 feet with the south line of said 42.0093 acre tract and the north line of said 100 acre tract and said 30.800 acre tract, passing the northeast corner of said 30.800 acre tract and the northwest corner of said 14.500 acre tract, continuing with the north line thereof to a 1/2" capped rebar set (G&A) at the northeast corner thereof and the northeast corner of said 100 acre tract and being the northwest corner of that certain called 27.4102 acre tract of land described in deed to Tom W. Kindred recorded in Volume 1379, Page 434 of the Real Property Records of Denton County, Texas, from which a 5/80capped rebar found (PBS&J) at the southeast corner of said 42.0093 acre tract bears S 89°46'35.0E, 60.0 feet;

THENCE S 00°23'10"E, with the east line of said 100 acre tract and said 14,500 acre tract and the west line of said 27,4102 acre tract, passing at 819.85 feet the northwest corner of a called 0.265 acre 40' right-of-way dedication as shown on the plat of Western Elevated Tank Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Document Number 2011-112 of the Plat Records of Denton County, Texas, continuing with the west line of said Western Elevated Tank Addition, passing in the southeast corner of said 14,500 acre tract and the northeast corner of said 48,424 acre tract, continuing with the east line thereof 1111.16 feet (called 1106.11 feet in said 27,4102 acre tract deed) to a 1/2" rebar found at the southwest corner of said Western Elevated Tank Addition and the southwest corner of said 27,4102 acre tract, being the northwest corner of that certain called 5,000 acre tract of land described as Tract Two in deed to Prime Time Properties, Inc., recorded in Volume 3112, Page 428 of the Real Property Records of Denton County, Texas;

THENCE S 00°28'05"E, 329.56 feet continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 5.000 acre tract to a 1/2" rebar found at the southwest corner of said 5.000 acre tract, being the northwest corner of that certain called 10.1743 acre tract of land described in deed to Joe B. Freeman and wife, Teresa Freeman recorded in Volume 2444, Page 779 of the Real Property Records of Denton County, Texas;

THENCE S 00°/4'25"E, continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 10.1743 acre tract passing at 756.41 feet a 5/80rebar found at the southeast corner of said 48.424 acre tract and the southwest corner of said 10.1743 acre tract and being on the north line of F.M. 1171 and the north line of said 1.1 acre tract of land, continuing a total distance of 802.16 feet;

THENCE S 89°48'20"W. 1951.54 feet with the south line of said 1.1 acre tract

THENCE S 88°23'05"0W, 462.89 feet with the south line of said 1.1 acre tract;

THENCE N 00°20'400W, passing at 55.02 feet a 1/2" capped rebar set (G&A) at the northwest corner of said Tract 1, and being on the east line of a 45' right-of-way dedication shown on the aforementioned plat of the Estates at Tour 18, Section One, from which an aluminum TXDOT monument found N 88°23'00E, 0.8 feet, continuing with the west line of said 100 acre tract and said 48.424 acre tract and the east line of said 45' right-of-way dedication, passing at 91.4 feet the northeast corner thereof and the southeast corner of Lot 11, Block 1 of said Estates at Tour 18, Section One, continuing with the east line thereof 477.50 feet to an old wood fence corner post found at the most westerly northwest corner of said 100 acre tract and said 48.424 acre tract, and being the most southerly southwest corner of the aforementioned Lot 1, Block 1, Estates at Tour 18, Section One;

THENCE N 88.4320°E, 533.40 feet with the common line between said 100 acre tract and said 48.424 acre tract and said Lot 1, Block 1 to the POINT OF BEGINNING and containing approximately 103.225 acres of land

THE CONSERVATORY ESTATES
103,225 Acres

NATHANIEL E. THOMPSON SURVEY, ABSTRACT NO. 1270
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ZONING CONCEPT PLAN

PRELIMINARY PLANS

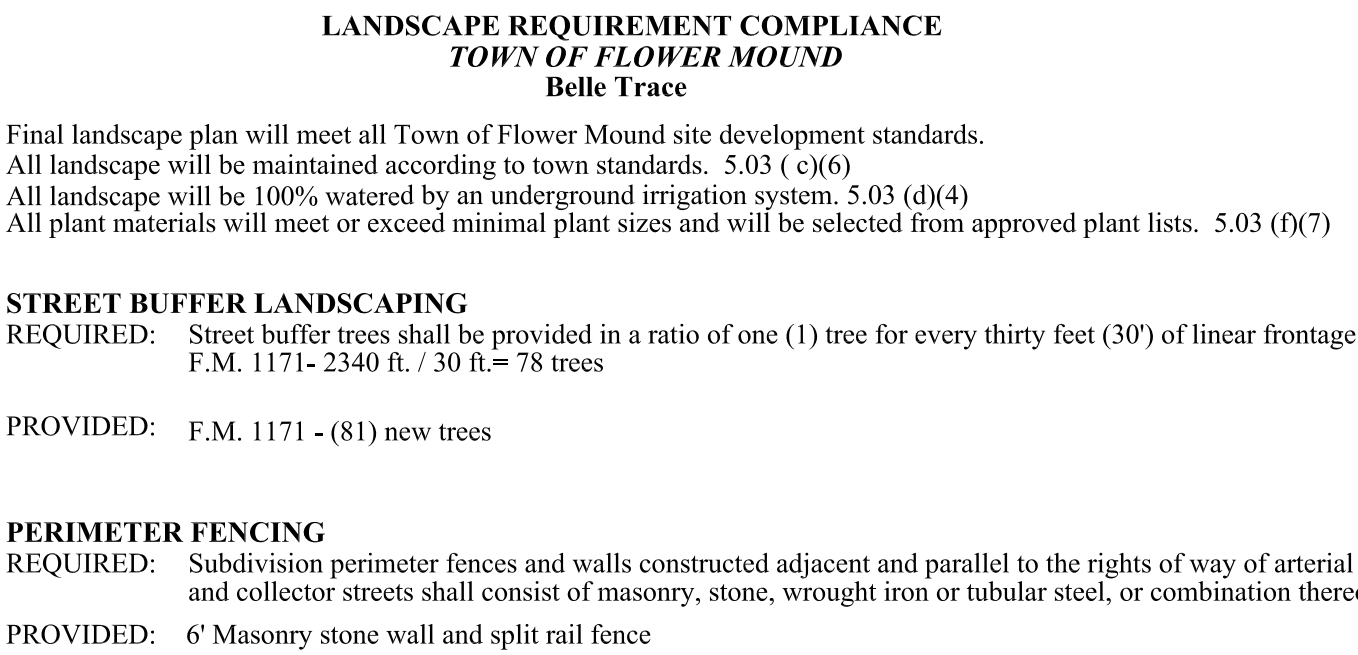
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A CONSULTANTS, F-1798
ROBERT JOHN DOLLAH, JR.,
P.E. #86898
DATE 1/18/2016

Drawn By: EKL
Date: 01/26/2015
Scale: 1"=150'
Revisions:
04/23/2015
06/18/2015
08/21/2015
11/06/2015
01/18/2016

14164

ZCP

File: Z:\2014\14164\Drawings\Zoning\14164_ZOP
 Plotted: 1/18/2016 3:52 PM, by Katie Lucas; Saved 12/9/2015 4:22 PM, by Katie



LANDSCAPE NOTES:

- 1) Contractor shall stake out tree locations and bed configuration for approval prior to installation.
- 2) Contractor is responsible for verifying location of all underground utilities prior to construction.
- 3) It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans
- 4) All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch
- 5) Landscape edging shall be located as noted on plan.
- 6) Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
- 7) Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
- 8) A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
- 9) All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
- 10) Landscape areas shall be kept free of trash, litter and weeds.
- 11) An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
- 12) Irrigation Controller to have a Rain and Freeze Stat.
- 13) All landscape is to be greater than 8 feet from all underground utilities.
- 14) All areas of existing disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.

USE STEEL T-PIECE AT EACH JOINT

EPIC EDGE COMPOSITE HEADER BOARD

PLASTIC STAKE MUST BE ATTACHED WITHIN 4" OF EITHER SIDE OF EACH JOINT

FINISH GRADE, GROUND OVER PLANTING AREAS

MINIMUM RADIUS 30'

PLASTIC STAKE @ 3" O.C. MAX. USE PLATED DECK SCREWS FOR ATTACHMENT

FINISHED GRADE LINE AREA

SECTION

PLAN VIEW

NOTE:
1. USE COARSE WOOD WORKING TOOLS FOR CUTTING & DRILLING

NOM. SIZE	ACTUAL DIMENSIONS	MINIMUM RADIUS POSSIBLE
1x 6	5 7/16" x 9 1/8"	20'36"

EPIC EDGE CHART

COLOR OPTIONS: MENDOCINO REDWOOD, PACIFICA GREY, SEDONA SAND, AND CARVEL BROWN

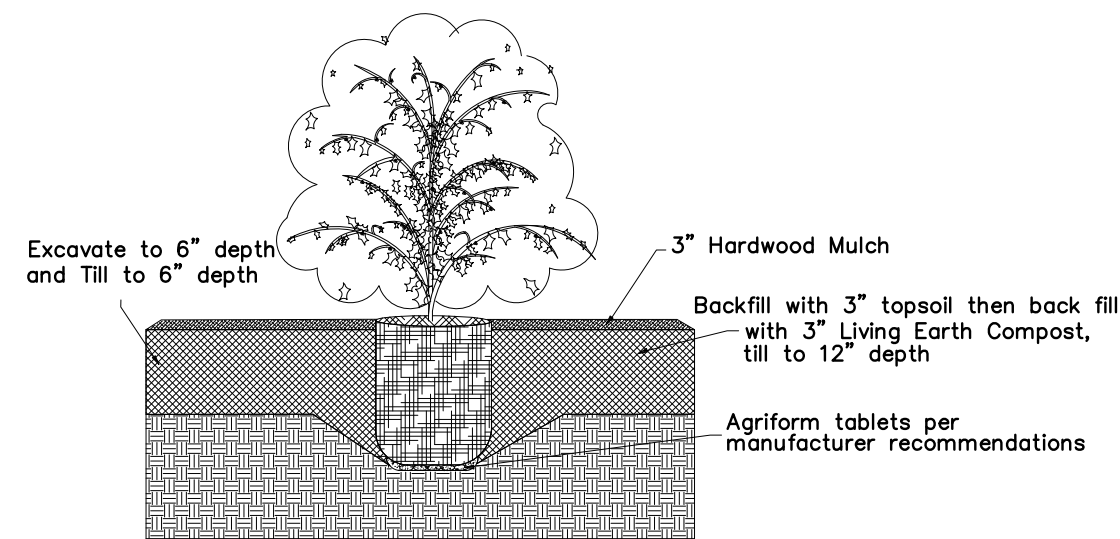
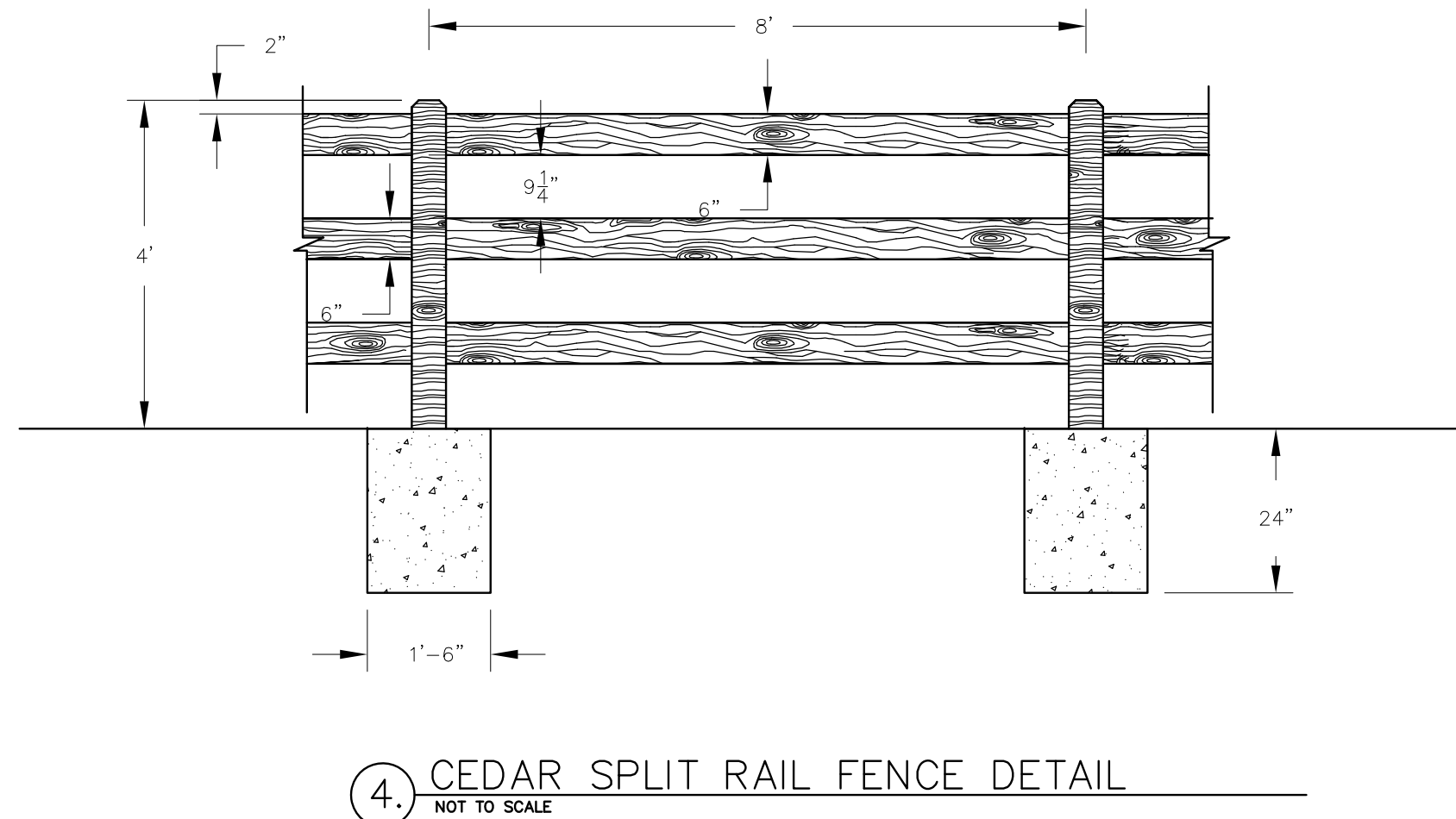
MANUFACTURED BY: EPIC PLASTICS, 104 EAST TURNER RD., LUDO CA 95244

URL ADDRESS: www.epicplastics.com

3. **EPIC EDGE COMPOSITE HEADER BOARD DETAIL**

NOT TO SCALE

BELLA BOARD IS INTENDED FOR NON-STRUCTURAL USE ONLY



2. SHRUB DETAIL
NOT TO SCALE

3. EPIC EDGE COMPOSITE HEADER BOARD DETAIL #210
NOT TO SCALE BELLA BOARD IS INTENDED FOR NON-STRUCTURAL USE ONLY

4. CEDAR SPLIT RAIL FENCE DETAIL
NOT TO SCALE

THE CONSERVATORY ESTATES
103.225 Acres
in the
NATHANIEL E. THOMPSON SURVEY, ABSTRACT NO. 1270
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
791
DATED 1/18/2016



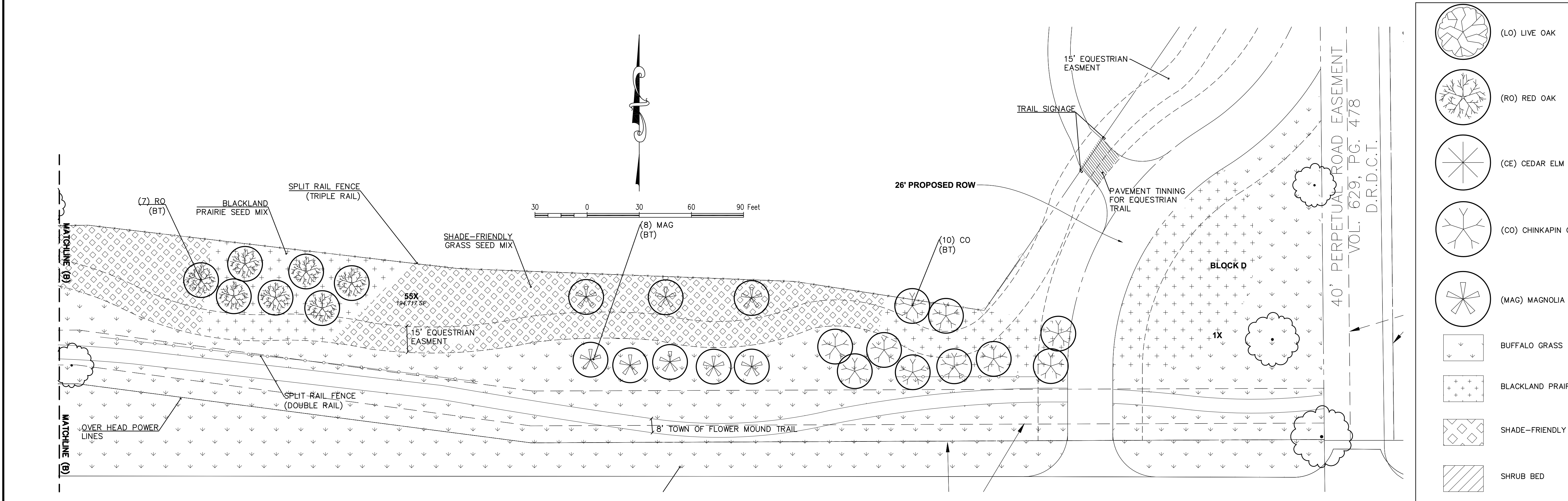
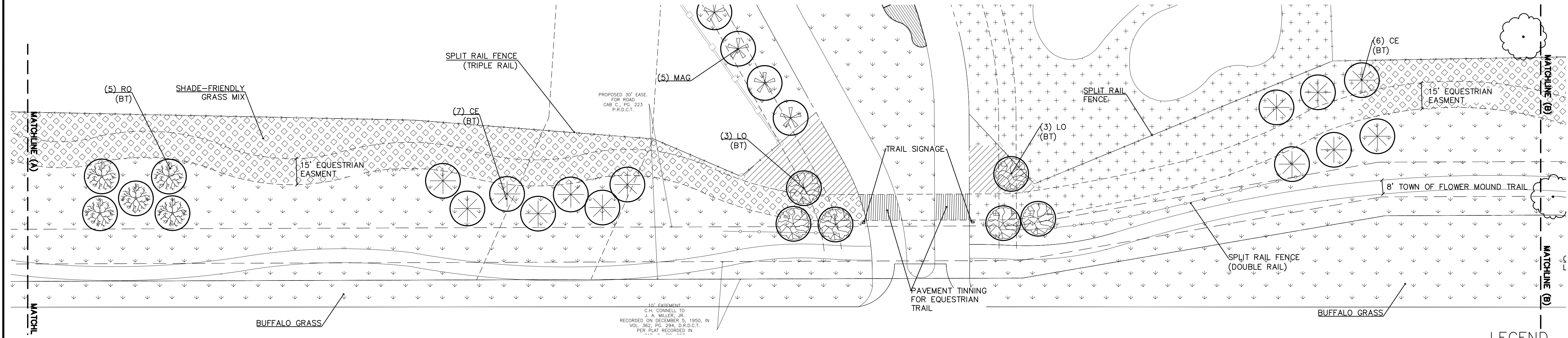
The seal is circular with a double-lined border. The outer ring contains the text "REGISTERED LANDSCAPE ARCHITECT" at the top and "STATE OF TEXAS" at the bottom, separated by two stars on each side. The center of the seal features a five-pointed star. Above the star is the name "RON K. STEWART" and below the star is the license number "791".

Drawn By: WS
Date: 01/26/2015
Scale: 1"=40'
Revisions:
04/09/2015
05/26/2015

14164

L1.0

Fig. 3. Street Frontage Landscape Plan, Block D, 14166, 14167, 14168, 14169, 14170, 14171, 14172, 14173, 14174, 14175, 14176, 14177, 14178, 14179, 14180, 14181, 14182, 14183, 14184, 14185, 14186, 14187, 14188, 14189, 14190, 14191, 14192, 14193, 14194, 14195, 14196, 14197, 14198, 14199, 14200, 14201, 14202, 14203, 14204, 14205, 14206, 14207, 14208, 14209, 14210, 14211, 14212, 14213, 14214, 14215, 14216, 14217, 14218, 14219, 14220, 14221, 14222, 14223, 14224, 14225, 14226, 14227, 14228, 14229, 14230, 14231, 14232, 14233, 14234, 14235, 14236, 14237, 14238, 14239, 14240, 14241, 14242, 14243, 14244, 14245, 14246, 14247, 14248, 14249, 14250, 14251, 14252, 14253, 14254, 14255, 14256, 14257, 14258, 14259, 14260, 14261, 14262, 14263, 14264, 14265, 14266, 14267, 14268, 14269, 14270, 14271, 14272, 14273, 14274, 14275, 14276, 14277, 14278, 14279, 14280, 14281, 14282, 14283, 14284, 14285, 14286, 14287, 14288, 14289, 14290, 14291, 14292, 14293, 14294, 14295, 14296, 14297, 14298, 14299, 14300, 14301, 14302, 14303, 14304, 14305, 14306, 14307, 14308, 14309, 14310, 14311, 14312, 14313, 14314, 14315, 14316, 14317, 14318, 14319, 14320, 14321, 14322, 14323, 14324, 14325, 14326, 14327, 14328, 14329, 14330, 14331, 14332, 14333, 14334, 14335, 14336, 14337, 14338, 14339, 14340, 14341, 14342, 14343, 14344, 14345, 14346, 14347, 14348, 14349, 14350, 14351, 14352, 14353, 14354, 14355, 14356, 14357, 14358, 14359, 14360, 14361, 14362, 14363, 14364, 14365, 14366, 14367, 14368, 14369, 14370, 14371, 14372, 14373, 14374, 14375, 14376, 14377, 14378, 14379, 14380, 14381, 14382, 14383, 14384, 14385, 14386, 14387, 14388, 14389, 14390, 14391, 14392, 14393, 14394, 14395, 14396, 14397, 14398, 14399, 14400, 14401, 14402, 14403, 14404, 14405, 14406, 14407, 14408, 14409, 14410, 14411, 14412, 14413, 14414, 14415, 14416, 14417, 14418, 14419, 14420, 14421, 14422, 14423, 14424, 14425, 14426, 14427, 14428, 14429, 14430, 14431, 14432, 14433, 14434, 14435, 14436, 14437, 14438, 14439, 14440, 14441, 14442, 14443, 14444, 14445, 14446, 14447, 14448, 14449, 14450, 14451, 14452, 14453, 14454, 14455, 14456, 14457, 14458, 14459, 14460, 14461, 14462, 14463, 14464, 14465, 14466, 14467, 14468, 14469, 14470, 14471, 14472, 14473, 14474, 14475, 14476, 14477, 14478, 14479, 14480, 14481, 14482, 14483, 14484, 14485, 14486, 14487, 14488, 14489, 14490, 14491, 14492, 14493, 14494, 14495, 14496, 14497, 14498, 14499, 14500, 14501, 14502, 14503, 14504, 14505, 14506, 14507, 14508, 14509, 14510, 14511, 14512, 14513, 14514, 14515, 14516, 14517, 14518, 14519, 14520, 14521, 14522, 14523, 14524, 14525, 14526, 14527, 14528, 14529, 14530, 14531, 14532, 14533, 14534, 14535, 14536, 14537, 14538, 14539, 14540, 14541, 14542, 14543, 14544, 14545, 14546, 14547, 14548, 14549, 14550, 14551, 14552, 14553, 14554, 14555, 14556, 14557, 14558, 14559, 14560, 14561, 14562, 14563, 14564, 14565, 14566, 14567, 14568, 14569, 14570, 14571, 14572, 14573, 14574, 14575, 14576, 14577, 14578, 14579, 14580, 14581, 14582, 14583, 14584, 14585, 14586, 14587, 14588, 14589, 14590, 14591, 14592, 14593, 14594, 14595, 14596, 14597, 14598, 14599, 14600, 14601, 14602, 14603, 14604, 14605, 14606, 14607, 14608, 14609, 14610, 14611, 14612, 14613, 14614, 14615, 14616, 14617, 14618, 14619, 14620, 14621, 14622, 14623, 14624, 14625, 14626, 14627, 14628, 14629, 14630, 14631, 14632, 14633, 14634, 14635, 14636, 15X 104,712 SF



LEGEND

- (LO) LIVE OAK
- (RO) RED OAK
- (CE) CEDAR ELM
- (CO) CHINKAPIN OAK
- (MAG) MAGNOLIA
- BUFFALO GRASS
- BLACKLAND PRAIRIE MIX
- SHADE-FRIENDLY GRASS MIX
- SHRUB BED

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECTURE
DATED 1/15/2016

Drawn By: WS
Date: 01/26/2015
Scale: 1"=30'
Revisions:
04/09/2015
05/26/2015

14164

L1.1

THE CONSERVATORY ESTATES
103.225 Acres
in the
NATHANIEL E. THOMPSON SURVEY, ABSTRACT NO. 1270
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

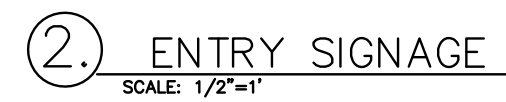
ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of G & A Consultants, LLC.
111 Hildebrand Drive • Lewisville, TX 75057 • P: 972.317.0276 • F: 972.436.9715

STREET FRONTAGE
LANDSCAPE PLAN

THE CONSERVATORY ESTATES



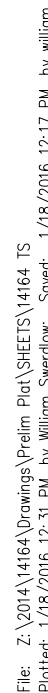
CAST STONE CAP
CAST STONE SIGN



Professional Seal of Ron A. Stewart, Registered Landscape Architect, State of Texas, License No. 791.

1.2





L2.0

DEVELOPMENT STANDARDS

Planned Development District 140 (PD-140) The Conservatory Estates

The development on the property comprising approximately 103.225 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit XX to this Zoning Ordinance adopting PD-140 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. PERMITTED USES

The following uses shall be the only uses permitted in the Planned Development District.

1. Permitted Uses. The following uses shall be permitted in the Planned Development District, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to Section 98-972;
 - c. Garage Sale, subject to Section 98-982;
 - d. Home occupation, subject to Section 98-984;
 - e. Model home;
 - f. Swimming pool, private; subject to Section 98-996;
 - g. Tennis Courts;
2. Specific Uses: No specific uses requiring the issuance of a specific use permit shall be permitted in PD-140, except:
 - a. Accessory Dwelling, subject to section 98-983.
3. Temporary Uses. Only the following temporary uses may be permitted in PD-140 subject to the approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974
 - b. Building material yard; and
 - c. Field office, temporary
4. Accessory Uses Permitted in Lots Owned by HOA ("X" Lots). The following uses are permitted in PD-140 within lots owned by the Homeowner's Association as shown on the attached Conceptual Site Plan (Exhibit "XX")
 - a. Pump Houses:
 - i. Size: 500 sq. ft. maximum
 - ii. Number: Maximum of 4.
 - iii. Construction; In compliance with Town regulations
 - iv. Appearance: Designed to accent the Garden Areas with traditional style.
 - v. Purpose: Pump House, irrigation equipment, garden supplies and tools.

- b. Barn;
 - i. Size: 3,200 sq. ft. maximum
 - ii. Number: Maximum of 1.
 - iii. Construction: Stone and Mortar walls with barn doors and pitched roof. In compliance with Town regulations.
 - iv. Appearance: Traditional Scenic Barn
 - v. Purpose: Storage of Equipment and Supplies for husbandry of the woodlands and the scenic agricultural uses.
- c. Conservatory Building; (may be connected to Guard House) at the Entrance.
 - i. Size: 2,400 sq. ft. maximum
 - ii. Number: Maximum of 1.
 - iii. Construction: Masonry Walls with glass windows and engineered roof to consist of aluminum frame with glass panels. In compliance with Town regulations.
 - iv. Appearance: Stone and mortar walls supporting the engineered glass and aluminum roof and windows (European Country or Wine Country appearance).
 - v. Purpose: Workplace for germinating flowers and potted plants to use in the gardens as well as seasonal color. Also, Garden Sitting Area for neighborhood (HOA) committee meetings or small "get-togethers". Possibly, Conservation Education
- d. Carriage House;
 - i. Size: 1,600 sq. ft. maximum
 - ii. Number: Maximum of 1.
 - iii. Construction: Stone and Mortar walls with carriage house doors, 5 each at front and 2 each side doors. In compliance with Town regulations.
 - iv. Appearance: Traditional Carriage House with decorative trim and pitched roof.
 - v. Purpose: Parking for Guards i.e. Administrators, storage of equipment and supplies for the Conservatory, pumps and irrigation equipment for the adjacent ponds, entry landscaping, gates, lighting, and seasonal decorations.
- e. Livestock, subject to Section 98-985.

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. Planned Development (PD) Zoning District 140 Residential Lot Standards:
 - a. Minimum lot area per dwelling. The minimum lot area shall be twenty-seven thousand (27,000) square feet, subject to section 98-1023;
 - b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be one hundred feet (100'), subject to section 98-1024;
 - c. Minimum front yard. The minimum front yard setback shall be thirty feet (30'), subject to section 98-1026.
 - d. Minimum side yard. The minimum side yard shall be ten feet (10'), subject to section 98-1027;
 - e. Minimum rear yard. The minimum rear yard shall be ten feet (10'), subject to section 98-1027.
 - f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be four thousand square feet (4,000 sq. ft.) for a single story building, and five thousand square feet (5,000 sq. ft.) for a two (2) story building.

- g. Maximum lot coverage. The maximum lot coverage shall be thirty-five percent (35%) for all uses, subject to section 98-129;
 - h. Maximum height. The maximum height of buildings and structures shall be three (3) stories or thirty-five feet (35') for all uses, subject to section 98-1031; and
2. The dimensional and area regulations contained in this section shall not apply to common areas or lots owned by the homeowner's association for The Conservatory Estates at Flower Mound ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within The Conservatory Estates.

1. There shall be a maximum residential lot density of 0.62 dwelling units per gross acres of the entire The Conservatory Estates property which equates to 64 total residential lots.

D. SUPPLEMENTAL STANDARDS

1. The development of PD-140 is subject to the approved Environmental Protection Plan.
2. The development of PD-140 is subject to an Open Space Management Plan.
3. The home owner or home builder may choose to install an ornamental metal fence on the residential lot that is adjacent to open space, or may choose to leave their property unfenced. If a pool is installed, a fence must be constructed either by the homebuilder or homeowner.
4. As a Cluster Development, PD-140 shall have a minimum of fifty percent (50%) of the gross land area preserved as open space for the development as depicted in Exhibit "XX" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "XX" shall be managed. Open Space shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, HOA or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. The final Open Space Management Plan (OSMP) shall conform with the following:
- a. The Open Space Management Plan shall be in accordance with Ordinance No. 64-13; Section 5/Cross Timbers Conservation District Area Plan (CTCDD)
 - b. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.

- c. Be recorded in the deed records of Denton County Texas as a restriction running with the land prior to the submittal of the first record plat within the development.
 - d. Substantially conform to the draft OSMP submitted to the Planning and Zoning Commission for consideration of the Zoning application (ZPD15-0006) and identified as Attachment XX of the agenda item.
5. A multi-use trail with a minimum width of eight feet (8') shall be provided along FM 1171.
6. An equestrian trail with a minimum width of fifteen feet (15') shall be provided along FM 1171 and the eastern boundary of the property along Freeman Road.
7. Prior to approval of a record plat, a tree survey shall be submitted and accepted by staff for all areas of the subject property outside of Environmentally Sensitive Areas (ESA's) that are impacted by public improvements including but not limited to roads. Furthermore, a tree survey shall be required for each residential lot at the time a building permit application is sought prior to the construction of any structure. This allows the custom home-builder to have flexibility in the design and placement of buildings in order to optimize the preservation of existing natural features, such as trees, that are unique to each lot.
8. A secondary/emergency access with a minimum width of thirteen feet (13') shall be provided as shown on the approved Concept Plan, Exhibit XX.
9. Individual lot grading design shall not be required for all residential lots during the Record Plat/Construction Plan phase; however, for those lots not graded on the Grading Plan included in the set of Construction Plans shall require a separate grading plan at the time of building permit submittal and must be completed by an engineer.
10. House Pad Benching. Developer shall prepare and submit a complete subdivision design including general grading, drainage and pad elevation plans in accordance with the Engineering Design Criteria and Construction Standards. The grading and drainage within Conservatory and along the perimeter of all lots within each phase of the development shall be complete prior to final acceptance of that phase of the development by the Town. The general pad elevations for the lots within the development shall be included in the subdivision design plans but are not required to be "benched" prior to the Town's final acceptance of each phase of the development. Developer agrees that for each pad site that is not being benched, as identified herein-above, prior to final acceptance of that particular phase the following will occur:
 - a. Developer shall retain a professional licensed engineer to design plans for the review and approval of any modification in the benching data for each and every pad site identified herein as well as any design modifications required to address changes in drainage flows, velocities and direction that deviate from the original approved plans and prepare and submit any proposed revisions to the Town for approval and acceptance before each such pad site or group of pad sites within a particular phase is benched;

- b. Erosion control measures including silt fencing, check dam, bar ditch and storm water pipe system cleaning shall be performed on a routine basis as needed and no less frequently than at least one time every six months or more frequently as may be required and directed by the Town Manager or his designee;
 - c. Developer shall be responsible for weekly monitoring, clean-up and removal of construction debris, waste and litter that is dumped, accumulates or is otherwise stockpiled within the development;
 - d. Developer shall remove check dams and silt fencing as appropriate and in accordance with best management practices after all pad sites within the phase have been benched and stabilized and a final phase inspection of the newly benched pad sites has been performed and approved by the Town.
11. The development of PD-140 is subject to the approved Developer's Agreement.
12. All amenity ponds shall have aeration by recirculating pumps or by fountains.
13. All landscaping shall be in conformance with Exhibit "XX", the Conceptual Landscape Plan.

OPEN SPACE MANAGEMENT PLAN
Planned Development District 140 (PD-140)
The Conservatory Estates

Maintenance of Common Areas:

The Conservatory Estates has dedicated **52.683** acres as open space, which is equivalent to 51% of the land. This exceeds the suggested 50% requirement by **1.073 acres** (46,740 sq. ft.). A total combined footprint for Accessory Buildings will not exceed 12,000 sq. ft.

The Open Space is divided into different classifications according to its present state or its intended or future uses. All Open Space Common Areas are to be conveyed to the Homeowners Association (HOA) by the Developer. The HOA will be established by the Developer as a Nonprofit Corporation. The members will be the Conservatory Lot owners with one (1) vote for each Lot owner in all matters. A Board of Directors will be elected by the Homeowners to manage and oversee the business and all other matters of the HOA, including the conservation requirements of the Town.

The structure and guidelines for the HOA will be defined by the Dedications and Restrictions (Deed Restrictions), which will be recorded by the Developer after the Final Plat is approved, as required by the Town. The Covenants Conditions and Restrictions shall set forth all enforcement guidelines.

The maintenance and management of the Common Areas will be the responsibility of the HOA Board of Directors. The Common Areas and their care will be as follows:

1. Bar Ditch Open Space

a. Bar Ditches

i. Description:

1. Located along streets in open space areas, comprising approximately 1.6 acres
2. Bar ditches to be seeded with native grasses and wildflowers; some bordering trees may be added by the developer

ii. Maintenance:

1. Seasonal mowing as determined by the grasses and wildflowers and the natural seeding process of the vegetation
2. Supervision and maintenance of culverts with natural stone facades
3. Maintained by the HOA

iii. Uses:

1. Pedestrian access throughout the Estates for the residents
2. Drainage and utilities

2. Private Park Area and Entry Open Space

a. Entrance Facilities

i. Description:

1. All buildings, signs, masonry walls, gates and operating equipment, fences, and all accessories and equipment. The buildings will include the guard house, carriage house, and the adjoining conservatory (green house).
 - a. The guard house is a structure to provide shelter for the guards who may monitor ingress and egress into the subdivision
 - b. The carriage house may be used to house equipment, seasonal decorations, and the guards' cars
 - c. The conservatory is intended as a workplace for germinating flowers and potted plants and/or as a small meeting area
- ii. Maintenance:
 1. Service and repairs of all the above items and the employment of guards at the entrance.
- iii. Uses:
 1. Location for the guards and for the entrance-exit by the estate owners and guests. The conservatory may be used for flower seeding and as a small meeting area
- b. Private Park Areas with Ponds
 - i. Description:
 1. Four (4) locations with gardens surrounding small lakes. Located on lots 3X, 11X, and 53X, these private park areas comprise approximately 5.6 acres. Proposed ponds locations have been carefully selected – they will replace existing hay fields and horse corrals, with minimal impact on existing trees.
 2. Lakes will be maintained with well water, overflow and rainwater.
 3. Lakes will have re-circulating pumps, waterfalls and spillovers to aerate the water and create continuous flow of the waterfalls and spillovers.
 4. Pump houses may be constructed within private park areas, subject to the conditions specified in the Development Standards.
 - ii. Maintenance:
 1. The park areas and lakes will be maintained by the Developer initially, then by the HOA, as provided in the dedications and restrictions.
 2. Lakes comprise approximately half of the 5.6 acres allocated as private park areas, leaving only 3 to 4 acres that will be maintained by mowing, landscaping, etc.
 - iii. Uses:
 1. These private park areas will be landscaped and maintained with flowers, shrubbery, trees and seasonal color. They will be the focal points of the subdivision with beautiful views from the interior roads and from the homes clustered around the parks and small lakes. They will also be enjoyed by the residents as places for passive recreation and interaction with the outdoors.

2. The lake at the entrance will be a scenic feature for all vehicular passengers to enjoy as they drive past The Conservatory Estates along Cross Timbers Road.

3. Private Grassland Open Space

a. Meadows

i. Description:

1. Open space within the development that lacks significant tree cover. Most of these meadows have been used for the past five generations as hay fields and horse corals. They are not a part of the Ancient Cross Timbers Habitat, and therefore do not need to be maintained as they are. The plan is to over-seed and maintain the meadows with native grasses and wildflowers, which will be part of the scenic country vistas along FM 1171 and in some of the open spaces.
2. Meadows are comprised of approximately 8.1 acres.

ii. Maintenance:

1. Bramble sprouts and under growth may be controlled by cultivation or herbicide.
2. Meadows will be mowed in the fall and over-seeded with grasses and wildflowers. Sheep may be used to control existing Bermuda grasses while encouraging the germination and growth of wildflowers and native grasses. Eventually wildflowers and native grasses will replace existing Bermuda grass.
3. The adjacent bar ditches and open spaces will be maintained by the HOA as part of the meadows, since the vegetation will be the same and may feature the same sort of vegetation.

iii. Uses:

1. The wildflower seeds may be harvested and sold or reused as a permitted agricultural use
2. Scenic views are a significant function for the meadows, and may be used for passive recreation

4. Native Prairie Habitat

a. Native Prairie Habitat

i. Description:

1. This meadow is presently seeded with little bluestem. This will be expanded to include adjacent savannahs and wildflower meadows, in order to facilitate a conservation concept.
2. Native prairie habitat areas comprise approximately 3.4 acres

ii. Maintenance:

1. Compatible wildflowers will be over-seeded to provide seasonal colors. Various wildflowers are seeded in spring, others in the fall.
2. Once established, these areas may be maintained with seed harvesting and seasonal sheep grazing. Since the conservation district advocates

agricultural conservation, the HOA must work with natural and seasonal timing.

iii. Uses:

1. Again, the rural pastoral meadow vistas will be significant. The homeowners and their guests may enjoy these areas for picnics, parties and passive recreation

5. Woodland Open Space

a. Wooded Open Space

i. Description:

1. Wooded areas with tree coverage ranging from 25-100%. Currently, the vines and undergrowth have been left to take over the trees which is causing damage by invading the tree canopy and covering up the leaves. The vines and undergrowth are predominantly poison ivy, poison oak, greenbrier, and mustang grape vines, most of which are undesirable, very aggressive, and must be managed or removed in order to save the existing trees.
2. Wooded open space areas are comprised of approximately 28.2 acres

ii. Maintenance:

1. Brush, vines and undergrowth will be cleared and removed. Mistletoe and dead wood will be cleared and trees will be pruned to let light in to the forest floor. Less desirable trees (like cedars) may be removed to allow more room for native species to thrive.
2. These areas will be seeded with native grasses, wildflowers, and/or native ("slow-growth") ground cover to prevent topsoil erosion and to provide visual interest and a welcoming habitat for native creatures.
3. Initial restoration will be done by the developer. The conservation husbandry will be overseen by the HOA or by a conservation easement trust, if so determined by the HOA.
4. Heavily treed areas will be under the supervision of a licensed arborist or forester, retained by the Developer and/or the HOA
5. The developer will plant a minimum of approximately 185 trees in and around the development as part of the landscape plan, and to provide additional screening. All lots with no or few existing trees will be required to plant four to six trees, depending on the number of existing trees. This will result in another approximately 141 trees being added to the site, for a total estimate of 326 additional trees being planted.

iii. Uses:

1. In coordination with the Meadows, the wooded open space areas will contribute to the rural vistas and may be used for hiking, wildlife observation and other passive recreation.

6. Street Buffer Open Space

a. Meandering Street Buffer

i. Description:

1. A meandering linear pedestrian and equestrian buffer along FM 1171.
 2. Street buffer land shall include an 8' trail and a 15' equestrian trail easement.
 3. Open space may include enhanced landscape, understory trees, irrigation, a split rail fence, benches, and sidewalks.
 4. Street buffer open space areas are comprised of approximately 5.8 acres
- ii. Maintenance:
 1. By the HOA. Maintenance will be similar to that of Private Park areas and may include the use of drought-resistant grass.
 - iii. Uses:
 1. Street Buffer land open to the public for use of the hike-and-bike trail and the equestrian trail

The objective for all areas is to establish a program - which will be embraced by the members of the HOA - to restore the native settings of the meadows, savannahs, and woodlands, and then be subject to an ongoing Conservation Program.

The husbandry by the HOA will provide an environment which will be much more than isolated and forgotten woodlands, savannahs and meadows, but rather a native habitat to be preserved, protected and enjoyed by all. Native grasses and wildflowers shall come from species within the Native American Seed company mixes – “Blackland Prairie Mix”, “Shade-Friendly Grass Mix”, and “Native Texas Mix” are all potential options.

Prohibited activities include, but are not limited to the removal of protected trees within the open space unless otherwise allowed by town ordinance, burning, dumping or illegal activities as listed in the Town of Flower Mound Code of Ordinances.

All open space areas may be either placed under a Conservation Easement to be supervised by a licensed or certified Conservator, or supervised by the Conservation Committee appointed by the HOA Board of Directors. The Conservation Committee will be under the supervision of a licensed Arborist, Forester or by a Certified Conservationist to be retained by the HOA. The Conservation Committee will fulfill the conservation covenants as provided in the deed restrictions.

Please refer to the open space plan, the environmental protection plan (EPP), and the Planned Development – 140 for additional clarification.





Environmental Protection Plan
First Revision
Conservatory Estates
F.M. 1171 & Freeman Road
Town of Flower Mound, Texas



ENVIRONMENTAL PROTECTION PLAN

FIRST REVISION

**CONSERVATORY ESTATES
103.225 ACRES
F.M. 1171 AND FREEMAN ROAD
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JUNE 4, 2015

Prepared For:

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111 HILLSIDE DRIVE
LEWISVILLE, TEXAS 75057**

Prepared By:

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PLANO, TEXAS 75074
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PROJECT NO. 967.023



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FIGURES

- Figure 1 Site Location Map
- Figure 2 Environmentally Sensitive Areas
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- Figure 5 Soil Survey Map

APPENDICES

- A Town's ESA Survey
- B Physical Setting Sources: FEMA FIRM and Hydric Rating Soil Map
- C Photographic Log
- D Threatened and Endangered Species Lists for Area and TXNDD Report
- E Climate Data and Field Data Forms
- F Tree Survey Map with Specimen Trees

EXECUTIVE SUMMARY

W&M Environmental Group, LLC (W&M) developed this Environmental Protection Plan (EPP) for the proposed Conservatory Estates development located on approximately 103 acres in the Town of Flower Mound (Town), Denton County, Texas (Site). This is the first revision of our April 22, 2015 EPP and has been revised to include Upland Habitat that is non-contiguous with other Upland Habitats per the direction of the Town. The Site is located northwest of the intersection of F.M. 1171 (also known as Cross Timbers Road) and Freeman Road. The regional location of the Site is shown on **Figure 1**.

Environmentally Sensitive Areas (ESAs) are defined in the Town's SMARTGrowth Program and include upland habitat, riparian habitat, waters of the state (WOTS), prairie habitat, and developed and undeveloped floodplain. The Town requires preparation of an EPP prior to certain approvals of residential and non-residential developments at properties where ESAs are identified. The purpose of the EPP is to describe the ecological setting and condition of the property, identify and map ESAs, and present best management practices (BMPs) to "protect, conserve and/or restore" ESAs at the Site. The EPP commonly also addresses other elements of the SMARTGrowth Program that include the identification of jurisdictional wetlands or waters of the U.S., topographic slope protection (varying degrees of protection for slopes greater than 5 and 12 percent), threatened and endangered species survey, and water impoundment protection (protection for impoundments with surface area capacity equal or greater than 0.5 acre).

The Town completed an Environmental Survey at the Site (**Appendix A**) dated February 11, 2015, which identified upland habitat, prairie habitat, waters of the State, and topographical slope protection ESAs at the Site. ESA boundaries are presented on **Figure 2**, which also shows the Site boundaries. W&M's topographic slope protection map is presented as **Figure 3** and is based on the Town's map and data. The ESA areas are summarized in **Table 1** below along with the typical ESA mitigation strategy.

Table 1 – ESA Summary Table:

ESA	ESA Detail	ESA Mitigation
Upland Habitat	48.02 acres	Impacts to upland habitat have been minimized to approximately 19.55 acres. A waiver will be requested to waive per acre payment to tree mitigation fund for the remaining impacts to upland habitat.
Waters of the State	4,350 linear feet (LF) of swales (WOTS). Three non-jurisdictional stock pond wetlands: Wetland 1 = 0.03 Acre Wetland 2 = 0.49 Acre Wetland 3 = 0.01 Acre	Impacts to WOTS are typically mitigated by facilitating their flow within the on-Site drainage plan. The swales and wetlands are non-jurisdictional; therefore, no Section 404 of the Clean Water Act permits are necessary.
Prairie Habitat	2.28 acres in southwest corner of Site.	The prairie habitat is not planned to be impacted by the proposed development.
Topographic Slope Protection	Areas of slope between 5 and 12 percent have been mapped at the Site (Figure 3).	Construction activities in areas with slope between 5% and 12% may proceed with limitations per the Topographic Slope Protection in the SMARTGrowth Analysis.

The overall ecological health of the Site is somewhat degraded as much of the Site has been affected by historical agricultural activities that included cleared, improved pastures, grazing, and surface water capture. With exception of one native prairie area, the pastures support introduced, non-native, invasive

plant species and were not dominated by mid-successional or climax native grasses. Invasive plant species such as nandina and saw greenbrier were present in the wooded area and the native prairie area, respectively.

The proposed residential development plan requires some impacts to ESAs including upland areas and swales. Much of the upland habitat area has been avoided, but a waiver will be requested for the remaining impacts to upland habitat to waive payment of the associated per acre fee to the Town of Flower Mound Tree Fund. Based on the wetland delineation and jurisdictional determination, none of the swales or wetlands appears to be waters of the U.S. and would not require a U.S. Army Corps of Engineers (USACE) Section 404 of the Clean Water Act (CWA) permit. The Site contains three stock tanks that have berms on the down gradient end and may be considered impoundments, but none is greater than the 0.5 acre minimum size that requires preservation by current Town standards. Impacts to swales or stock tanks would be absorbed into the planned storm water system.

As a result of the ESA survey, adjustments were made to one proposed lot to avoid impacting the margin of a prairie habitat area leaving no planned impacts to the prairie habitat ESA.

Portions of the Site have moderately steep slopes ranging between 5 and 12 percent. The current Town development standards limit mass grading in areas of greater than 5% slopes with rise greater than 6 feet or slope length greater than 50 feet. The identification of slopes has been completed based on data provided by the Town.

Twenty seven specimen trees have been identified at the Site in a tree survey completed by G&A Consultants, Inc. At this time, no specimen trees are planned for removal.

The potential for the proposed development to impact the habitat of state and federally-listed threatened and endangered species, as well as other species of concern identified by the U.S. Fish and Wildlife Service (USFWS) and Texas Parks and Wildlife Department (TPWD), was assessed during the preparation of this EPP. No threatened or endangered species are anticipated to inhabit the Site, and the proposed development plan will have no significant effect on listed species.

1.0 INTRODUCTION

W&M Environmental Group, LLC (W&M) developed this Environmental Protection Plan (EPP) for the proposed Conservatory Estates development located on approximately 103 acres in the Town of Flower Mound (Town), Denton County, Texas (Site). This is the first revision of our April 22, 2015 EPP and has been revised to include Upland Habitat that is non-contiguous with other Upland Habitats per the direction of the Town. The Site is located northwest of the intersection of F.M. 1171 (also known as Cross Timbers Road) and Freeman Road. The regional location of the Site is shown on **Figure 1**. The Site boundaries and Environmentally Sensitive Areas (ESAs) map are presented on **Figure 2**.

1.1 EPP Summary

On March 12, 2015, W&M conducted a Site reconnaissance for the preparation of this EPP, which included identification and mapping of ESAs present on the Site in compliance with the Town's SMARTGrowth requirements. The Town produced an ESA Map of the Site dated February 11, 2015. W&M's results agreed with the Town's ESA mapping with a few minor exceptions based on some additional detail gathered during the reconnaissance and subsequent analysis.

ESAs identified at the Site include upland habitat, prairie habitat, and swales and wetlands that are water of the state (WOTS). The features were delineated and mapped by use of a Geographic Information System (GIS) mapping and field verification by use of global positioning system (GPS) using Wide Area Augmentation System (WAAS) corrections for accuracy of each position within approximately 10 feet.

State and federally-listed threatened, endangered, and candidate species and state-defined species of concern were assessed for their likelihood to occur at the Site and for the potential effects of the proposed project on listed species with a high probability of occurrence at the Site.

This EPP identifies the principal flora and fauna species present at the Site and indicates the overall ecological integrity/health of the Site. This EPP also describes ESAs and describes possible best management practices (BMPs) to "protect, conserve, and/or restore" ESAs for consideration during development of the Site. Possible plans to educate future residents of the development about the conservation efforts at the Site also are proposed.

2.0 SITE DESCRIPTION

The Site consists of an approximately 103-acre property that is bordered by residential property and a golf course to the west, agricultural property to the north, a mix of agricultural land and commercial across Freeman Road to the east, and a mix of agricultural, residential, and commercial property across FM 1711 to the south.

The overall ecological health of the Site is somewhat degraded as much of the Site has been affected by historical agricultural activities that included cleared and improved pastures, grazing, and surface water capture. With exception of one native prairie area, the pastures support introduced non-native invasive plant species and were not dominated by mid-successional or climax native grasses. Invasive species such as nandina and saw greenbrier were present in the wooded area and the native prairie area, respectively.

2.1 Site Topography

The United States Geological Survey (USGS) 7.5-Minute Topographic Map for Argyle, Texas Quadrangle (1978) is depicted on **Figure 1**, and shows an “intermittent stream” starting north of the Site and crossing the northwest corner. The Site topography varies from approximately 650 feet above mean sea level (MSL) across most of the middle and along the east side of the Site and slopes downward toward a small valley in the southeast corner down to 620 feet above MSL and toward another valley northwest of the Site at 600 feet above MSL. The topographic map depicts the access road (Pierre Lane) and at least one building north of the road where a pasture is now located. The topographic map apparently also indicates a small pond or tank at that location, but no aquatic feature was noted at that location in the aerial photographs reviewed for this report or during the Site reconnaissance.

2.2 National Wetland Inventory Map

The United States Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) Map from the internet-based Wetlands Mapper (<http://www.fws.gov/wetlands/Data/Mapper.html>, no date) depicts three wetlands on the Site. The smaller of the two tanks/wetlands in the north-central portion of the Site is represented as a palustrine, unconsolidated bottom, semi-permanently flooded (PUBF) wetland. A tank that is either misrepresented or long-ago filled in is identified in the central portion of the Site as a palustrine, unconsolidated shore, seasonally flooded, excavated (PUSC_x) wetland. The intermittent stream represented in the southeast corner of the Site is represented as a palustrine, forested, broad-leaf deciduous, and temporarily flooded (PFO1A) wetland. The NWI Map for the Site is presented as **Figure 4**.

2.3 Site Soil Data

The principal soil map units represented at the Site on the U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Soil Survey map from the Web Soil Survey (www.websoilsurvey.nrcs.usda.gov) are the Gasil fine sandy loam, 1 to 3 percent (%) and 3 to 8% slopes; Birome fine sandy loam, 3 to 5% slopes; Birome-Rayex-Aubrey complex, 2 to 15% slopes; and Konsil fine sandy loam, 3 to 8% slopes. The hydric (wetland) rating for each of these soil units is 0 as they are composed of non-hydric components as presented in the hydric rating map in **Appendix B**. The soil survey map is presented as **Figure 5**. Descriptions for these soil series from the USDA are presented below.

The Gasil series consists of very deep, well drained, moderately permeable soils formed in deeply weathered loamy sediments and sandstones. These soils are on nearly level to strongly sloping uplands. Areas with these soils are used mainly for pasture. Principal cultivated crops are grain sorghum, small grains, and peanuts. Native vegetation is post oak and blackjack oak with an understory of bluestems and other grasses.

The Birome series consists of moderately deep, well drained, slowly permeable soils that formed in iron enriched loamy and clayey sediments. These gently sloping to moderately steep soils are on low hills and ridges. Typically, the surface layer is neutral, brown fine sandy loam about 6 inches thick. This soil is used primarily as pasture, for which it has moderate potential. Its potential for crops is medium due to its restricted root zone. This soil series is mostly located in wooded pastures where native vegetation consists of post oak and blackjack oak.

The Birome-Rayex-Aubrey complex is an undifferentiated area of soils with properties ranging between these series. The Aubrey series consists of moderately deep, well drained, slowly permeable soils that formed in acid clay shales. The soils are on gently sloping to moderately steep erosional uplands. The Rayex series consists of shallow, well drained, moderately slowly permeable soils that formed in stratified sandstone and shaly materials. These sloping to moderately steep soils are on narrow ridges and low hills.

The Konsil series is a deep, gently sloping soil that lies on convex ridges and side slopes. Typically, the surface layer is neutral, brown, fine sandy loam about 12 inches thick. This soil is well drained, runoff is slow and permeability is moderate. Available water capacity is high, but erosion is a moderate hazard. The root zone is deep and easily penetrated. Plants are easily established on this soil. The potential is high for crops, and a few fields are planted with grain sorghum and peanuts. This series has a high potential for both recreational development and wildlife use. Native vegetation is mainly post oak and blackjack oak with an understory of little bluestem, big bluestem and Indiangrass.

2.4 Floodplain Data

A review of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Map Number FM48121C0520G, dated April 18, 2011, did not identify floodplain on or adjacent to the Site. The FIRM is included in **Appendix B**.

2.5 Historic Records

W&M reviewed Google Earth historical imagery that is a mix of private collections and photographs provided by the USGS and USDA Farm Service Agency with coverage of the Site between January 1995 and October 2014 (within the past 5 years or more). Each of the three stock ponds was visible in the aerial photographs with water levels that varied between the existing approximate wetland boundary and declining to lower levels in what was likely seasonal or drought-period lows.

2.6 Principal Flora and Fauna Observed at the Site

Principal Fauna

During the Site reconnaissance on March 12, 2015, W&M observed and identified the following principal fauna species and/or signs of these species: white-tailed deer (*Odocoileus virginianus*), raccoon (*Procyon lotor*), nine-banded armadillo (*Dasypus novemcinctus*), eastern cotton-tail rabbit (*Sylvilagus floridanus*), coyote (*Canis latrans*), fox squirrel (*Sciurus niger*), red-tailed hawk (*Buteo jamaicensis*), northern cardinal (*Cardinalis cardinalis*), blue jay (*Cyanocitta cristata*), great-tailed grackle (*Quiscalus*

mexicanus), northern mockingbird (*Mimus polyglottos*), turkey vulture (*Cathartes aura*), American crow (*Corvus brachyrhynchos*), downy woodpecker (*Picoides pubescens*), mourning dove (*Zenaida macroura*), Carolina chickadee (*Poecile carolinensis*), and red imported fire ants (*Solenopsis invicta*).

Principal Flora

The principal plant communities identified on the Site can be divided into four basic types labeled pasture, hardwood forest, mesic prairie, and emergent wetland. Descriptions of the plant communities are presented below and photographs of the Site are presented in **Appendix C**:

PASTURE

The Site contains large areas of improved pasture. The principal species identified in these areas include Bermudagrass (*Cynodon dactylon*), broomsedge bluestem (*Andropogon virginicus*), dallisgrass (*Paspalum dilatum*), and bluets (*Houstonia sp.*).

HARDWOOD FOREST

The principal species identified in wooded areas were blackjack oak (*Quercus marilandica*), post oak (*Quercus stellata*), cedar elm (*Ulmus crassifolia*), American elm (*Ulmus Americana*), sugarberry (*Celtis laevigata*), coral berry (*Symphoricarpos orbiculatus*), red bud (*Cercis Canadensis*), pecan (*Carya illinoensis*), hawthorne (*Crataegus sp.*), eastern red cedar (*Juniperus virginiana*), saw greenbrier (*Smilax bona-nox*), poison ivy (*Toxicodendron radicans*), and the invasive shrub nandina (*Nandina domestica*).

MESIC PRAIRIE

A small area of native prairie was observed in the southwest corner of the Site. Most of the vegetation was still dormant from winter, but several species were identified, at least to genera, including little bluestem (*Schizachyrium scoparium*), blanket flower (*Gaillardia sp.*), bluets (*Houstonia sp.*), saw greenbrier, southern dewberry (*Rubus trivialis*), prickly pear (*Opuntia*), and silver-leaf nightshade (*Solanum elaeagnifolium*).

EMERGENT WETLANDS

The fringes of the three stock tanks appear to support emergent wetlands, but the fringes were dormant during the Site visit. Cattails (*Typha sp.*) were still present at Wetland-1. Wetland-2 had no living plants visible at the fringe. Algae was visible in Wetland-3 with some annual bluegrass (*Poa annus*) occurring near the boundary.

3.0 HABITAT EVALUATION

The “taking” of state and federally-listed threatened and endangered species is regulated by state and federal law. A habitat evaluation was conducted to assess the presence, or likely presence, of federally and state-listed threatened or endangered species potentially occurring at the Site. The habitat evaluation considered the habitat provided by the Site compared to critical habitat and habitat preferences of the listed species during either reproductive, foraging, or migratory stages.

An annotated list of species of concern for Denton County was obtained from the Texas Parks and Wildlife Department (TPWD) prior to the Site visit and is enclosed in **Appendix D**. The TPWD Annotated County Lists of Rare Species for Denton County created in coordination with the USFWS threatened and endangered species list was last updated on February 28, 2011. Species habitat descriptions are included with the TPWD list. W&M also checked the USFWS threatened and endangered species list for Denton County, and requested element occurrence documentation from the Texas Natural Diversity Database (TXNDD), which is enclosed in **Appendix D**.

3.1 Listed Species of Concern

The bird, mammal, mollusk, reptile, and plant species identified by the USFWS and/or the TPWD as rare (species of concern), threatened or endangered species potentially occurring in Denton County are listed in **Table 2**.

Table presented on next page.

Table 2 – Federal- and State-Listed Rare, Threatened, and Endangered Species Potentially Present in Denton County, Texas

Common Name	Scientific Name	Federal Status	State Status
Birds			
American Peregrine Falcon	<i>Falco peregrinus anatum</i>	De-listed	Threatened
Artic Peregrine Falcon	<i>Falco peregrinus tundrius</i>	De-listed	Species of concern
Bald Eagle	<i>Haliaeetus leucocephalus</i>	De-listed	Threatened
Henslow's Sparrow	<i>Ammordramus henslowii</i>	Not Listed	Species of concern
Peregrine Falcon	<i>Falco peregrinus</i>	De-listed	Threatened
Sprague's Pipit	<i>Anthus spragueii</i>	Candidate, ready for proposal	Species of concern
Least Tern	<i>Sterna antillarum</i>	Endangered	Not identified on Denton County list
Piping plover	<i>Charadrius melodus</i>	Threatened	Not identified on Denton County list
Western Burrowing Owl	<i>Athene cunicularia hypugaea</i>	Not Listed	Species of concern
White-faced Ibis	<i>Peladis chihi</i>	Not Listed	Threatened
Whooping Crane	<i>Grus americana</i>	Endangered	Endangered
Wood Stork	<i>Mycteria americana</i>	Not Listed	Threatened
Mammals			
Plains spotted skunk	<i>Spilogale putorius interrupta</i>	Not listed	Species of concern
Red wolf	<i>Canis rufus</i>	Endangered	Endangered
Mollusks			
Fawnsfoot	<i>Truncilla donaciformis</i>	Not listed	Species of concern
Little spectaclecase	<i>Villosa lienosa</i>	Not listed	Species of concern
Louisiana pigtoe	<i>Pleurobema riddellii</i>	Not listed	Threatened
Texas heelsplitter	<i>Potamilus amphichaenus</i>	Not listed	Threatened
Wabash pigtoe	<i>Fusconaia flava</i>	Not listed	Species of concern
Reptiles			
Texas garter snake	<i>Thamnophis sirtalis annectens</i>	Not listed	Species of concern
Texas Horned Lizard	<i>Phrynosoma cornutum</i>	Not Listed	Threatened
Timber Rattlesnake	<i>Crotalus horridus</i>	Not Listed	Threatened
Plants			
Glen Rose yucca	<i>Yucca necopina</i>	Not listed	Species of concern

3.2 Listed Species Evaluation

No rare, threatened, or endangered species were observed on the Site during the reconnaissance. After review of the species descriptions and conducting the Site reconnaissance, W&M concluded that the Site is not likely habitat for most of the species listed above and no significant impacts to listed threatened or endangered species are anticipated and no critical habitat was identified.

The Site could potentially serve as a temporary stopover or flyover route for the migrating bird species, but conditions are not favorable for nesting or critical forage areas of these species. The swales and stock ponds do not provide the open water necessary for some of the bird species listed above. Burrows were visible along some of the larger swales, but not in the open grassy areas where western burrowing owls may otherwise find suitable habitat.

Due to very general habitat requirements for select species, some habitat present at the Site may be suitable for the plains spotted skunk, the Texas garter snake, and the timber/canebrake rattlesnake. The timber rattlesnake is a State-listed threatened species and some habitat identified at the Site is similar to that described for the species. Similar habitat exists on adjacent properties and the Site is not designated critical habitat for the species. The proposed development is not likely to affect these species.

Due to the ephemeral nature of the swales at the Site and habitat requirements of the listed mollusks, none of the mollusks are anticipated to be affected by the proposed project.

The presence of red imported fire ants at the Site and the dense vegetation support the conclusion that the Texas horned lizard is not anticipated to occur at the Site. Red imported fire ants may outcompete the Texas horned lizard's preferred food; harvester ants. The red imported fire ants also are known to kill small animals such as the Texas horned lizard. The Glen Rose yucca was not found at the Site.

4.0 ENVIRONMENTALLY SENSITIVE AREAS

W&M evaluated the ESAs at the Site using the definitions established by the Town of Flower Mound. The ESAs identified within the Site include waters of the state (swales and stock ponds), upland habitat, and prairie habitat. Additional features evaluated during the survey include topographical slope protection, water impoundment protection, and specimen tree identification and are addressed in following sections. The boundaries of the ESAs were identified during field work on March 12, 2015, as presented on **Figure 2**. Details about the various ESAs defined by the Town are presented below along with notes from our observations for these ESAs.

4.1 Upland Habitat

The Town defines upland habitat as:

"Areas, a minimum of 10 acres in size, equal to or exceeding 50 trees per acre, which contain a pre-dominant matrix of tree species identified on the Town's protected tree list. Any tree species that makes up over 30 percent of the population within a complex is considered to be the predominant species."

Areas of upland habitat were delineated at the Site covering 48.02 acres. The predominant species are described in the hardwood forest description in Section 2.6. Impacts to upland habitat total approximately 19.55 acres.

4.2 Prairie Habitat

The Town defines prairie habitat as:

"Areas designated as containing on-site predominant distributions of climax or mid-successional native grass species underlain by intact (non-eroded) prairie and savannah soil types."

An area of prairie habitat was delineated in the southwest corner of the Site covering approximately 2.28 acres. The area contains a portion that is un-mowed where bunch-grasses are obviously present. The adjoining mowed area has similar species, but the prairie is limited where it grades into areas that have soil disturbances or where the predominant vegetation is comprised of pioneer grasses such as purple three-awn or woody vines such as saw greenbrier. The predominant species of the prairie habitat are described in the mesic prairie description in Section 2.6.

4.3 Riparian Habitat

The Town defines riparian habitat as:

"Areas designated within the FEMA 100-year floodplain or interconnected and adjacent to wetland, tree and understory vegetation and including significant stands of predominantly native water related habitat. These areas include wetlands."

No riparian habitat was identified at the Site. There is no FEMA-designated 100-year floodplain at the Site, wetlands are limited to stock ponds in open areas, and there are no areas of predominantly native water-related habitat outside of the stock ponds.

4.4 Floodplain

The Town defines undeveloped floodplain as:

"Areas within the FEMA 100-year floodplain, or other floodplain that is undeveloped and in their natural state."

The FEMA FIRM does not identify any 100-year floodplain at the Site. A flood study was not part of the EPP survey, but W&M did not observe indications of areas of undesignated floodplain that are undeveloped and in a natural state.

4.5 Waters of the State

The Town defines waters of the state as "groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state."

The Town's definition of a water of the state is more inclusive of drainage channels than the federal definition of a jurisdictional water of the U.S. Therefore, the swales that do not have an ordinary high water mark (OHWM) and drainages that do not have an apparent significant nexus to a downstream navigable water are not considered waters of the U.S., but were identified as waters of the state. Similarly, the stock ponds at the Site do not appear to have a significant nexus to downstream navigable waters and are not themselves waters of the U.S.

Five swale systems totaling approximately 4,350 linear feet of drainages and three stock ponds were identified at the Site as shown on **Figure 2**. The stock pond identified as Wetland-1 is 0.03 acre, Wetland-2 is 0.49 acre, and Wetland-3 is 0.01 acre.

4.6 Waters of the U.S

The Town defines Wetlands as "jurisdictional wetlands as defined by the federal Clean Water Act and the standards and guidelines in use by the U.S. Army Corps of Engineers (USACE), including the Federal Manual for Identifying and Delineating Jurisdictional Wetlands."

W&M completed a wetland delineation and jurisdictional determination at the Site. The results indicate that there are no waters of the U.S. at the Site. Results of the desktop review and field work are summarized below:

Desktop Review

W&M conducted a wetland determination for waters of the U.S. in accordance with the U.S. Army Corps of Engineers Wetland Delineation Manual (1987) and the Great Plains Regional Supplement (2010). The delineation activities began with routine assessment of the historical and physical setting sources (desktop review) that are detailed in Section 2.0 of this report. These records indicated that there were four stock tanks at the Site that appeared to be off-channel ponds and two drainages identified as intermittent streams in the USGS topographic map that had headwaters at or adjacent to the Site. Each of these features was further evaluated in the field.

The antecedent precipitation conditions at the Site were evaluated prior to conducting the field work using the NRCS Method as documented on the Rainfall Documentation worksheet in **Attachment E**. The method utilizes National Weather Service Preliminary Monthly Climate Data (CF6) precipitation totals from the nearest reporting station (DFW Airport) for the previous 3 months compared to historical ranges of normal precipitation as reported in the NRCS WETS table for the nearest station (DFW Airport). Based on this evaluation, the antecedent precipitation was wetter than normal at the time the delineation was conducted on March 12, 2015.

Field Work Results

Four general plant communities were identified at the Site: pasture, hardwood forest, mesic prairie, and emergent wetlands. The hardwood forest and pasture areas did not exhibit indications of wetlands. Swales observed through the forest, including the two indicated as intermittent streams in the USGS topographic map, exhibited evidence of erosion, but did not exhibit OHWMs. None of the swales had enough flow to clear last fall's oak leaves from their channels even in a wetter than normal period. The channels associated with swales in the southeast corner of the Site terminated where the slopes moderated from steep to moderate grades. Historical precipitation variance and land use changes, including stock pond construction at the Site, likely contributed to the lack of sufficient hydrology for these swales to exist as streams. Without OHWMs or other significant nexus to downstream navigable waters, these swales are not jurisdictional waters of the U.S.

Each of the three stock tanks identified at the Site were classified as wetlands. The wetland/upland boundary is identified and documented by creating transections across the boundary and observing test plots for the vegetation, hydrology indicators, and soil indicators to determine whether the test plot was located at a wetland. Test plot TP-1A was documented at Wetland-1 where a small stock pond holds water and still contains some cattails from the 2014 growing season. Wetland-2 was identified at an excavated, off-channel stock-pond that receives surface runoff from nearby pastures. The pond does not have a consolidated shore, but there were some indications of dormant emergent plants along the edge of the pond. Test plots TP-2A and TP-2B were documented along a transect crossing the wetland/upland boundary at Wetland-3 within another stock pond at the north portion of the Site. The wetland boundaries were confined within the steep banks of the stock ponds and isolated from downstream waters of the U.S. by high dikes and lack of regular connection with downstream navigable waters. Wetland-3 had swales approaching the pond from up gradient and others down gradient from the Site, but there were no OHWMs approaching or leaving the Site and there was a berm separating the pond from the down gradient swale. The test plot Field Data Forms are presented in **Appendix E** and their locations represented on **Figure 2** along with the wetland boundaries.

Jurisdiction

The swales identified at the Site do not have ordinary high water marks. Many have indications of channels eroded into the soil, but do not have marks or conditions indicating regular inundation with frequency to establish an OHWM. Furthermore, the swale channels in the southeast portion of the Site terminated on the Site where steeper slopes transitioned to more moderate slopes. This is a common occurrence where runoff water focused into swales slows and soaks into the ground where the slopes moderate. The stock tanks are separated from regular connection with downstream navigable waters and do not have another significant nexus to downstream navigable waters; therefore, they are not jurisdictional waters of the U.S. Only the USACE and the U.S. Environmental Protection Agency (EPA) have the authority to determine jurisdiction of waters of the U.S.

4.7 Impoundments

The Town's SMARTGrowth Program requires preservation and enhancement of impoundments greater than 0.5 acre identified at proposed developments. The three stock tanks at the Site could be considered impoundments. Wetland-1 has a capacity of approximately 0.03 acre, Wetland-2 has a capacity of approximately 0.49 acre, and Wetland-3 has a capacity of approximately 0.01 acre. Because each of the impoundments has a capacity under 0.5 acre, none is subject to the impoundment preservation criteria.

4.8 Specimen Trees

G&A Consultants completed a tree survey and identified 27 specimen trees at the Site. Their tree survey map is included in **Appendix F**.

4.9 Topographical Slope Protection

The Town's SMARTGrowth Analysis contains topographical slope protection criterion as it applies to development on existing topographical slopes of 12 percent (%) or greater, or projects that propose to alter existing topographical slopes that are less than 12.0% but equal to or greater than 5.0% (other than within 5 feet of the footprint of the proposed structure or structures). This criterion applies when the stated topographical slopes exist for a total horizontal distance over 50 feet or if the total vertical rise is over 6 feet. Our current interpretation of the SMARTGrowth requirements restrict construction within areas containing slopes greater than 12% and restrict mass grading resulting in the leveling of areas with 5% slopes or greater, both with rise over 6 feet or slope length greater than 50 feet.

Based on the Town's topographic slope protection map, several areas on the Site contain slopes between 5% and 12% and are subject to corresponding development criteria. Those areas are highlighted in **Figure 3**.

5.0 PROPOSED DEVELOPMENT PLAN

The current development plan is depicted on **Figure 2**. It includes construction of 64 single-family residential lots and associated access roads. The layout of the residential lots and roads are designed to preserve large areas of trees, including areas identified as upland habitat, prairie habitat, and some swales.

6.0 MITIGATION MEASURES

The construction of the residential development will have some impact to Town-designated upland habitat at the Site. Impacts to upland habitat have been minimized during project planning and a waiver will be submitted to waive the per acre fee to the Town of Flower Mound Tree Fund for the remaining impacts.

The development plan was slightly modified after mapping of the prairie habitat to avoid impacts to Town-designated prairie habitat at the Site.

The construction of the residential development will impact portions of the waters of the state-designated swales and stock ponds. Mitigation for the impacts to the waters of the state will be accomplished by facilitating their surface water within the on-Site drainage plan.

The following BMPs are proposed to protect the ESAs and potential threatened and endangered species identified during this study:

- Structural controls will be installed and maintained as described in the development plan's erosion control plan to reduce impacts to area water quality and protect surface waters from excessive sedimentation.
- In the event that active migratory bird nesting areas of protected species (e.g., peregrine falcon or bald eagle) are reported and confirmed during construction, the USFWS will be notified promptly. However, such state and federally-listed species are not anticipated to occur at the Site.
- Grading of areas with slope between 5% and 12% and greater than 5 feet from planned structures will be avoided.

Opportunities to educate the public about the EPP are commonly presented by making the plan available to purchasers and by signage posted at preserved areas.

7.0 PLAN SUMMARY

Based on the Site visits and the proposed development plan for the Site, the following conclusions have been developed:

- The Site does not contain suitable habitat for most state- and federal-listed threatened or endangered species, and protected species are not anticipated to be significantly affected by the proposed activities.
- The Site has some habitat similar to the habitat occupied by timber rattlesnakes, which are state-listed threatened species. Due to the occurrence of similar habitat near the Site, the lack of critical habitat for the species at the Site, the lack of federal listing for the species, and a measure of upland habitat avoidance integrated to the Site plan for other purposes, future development plans are not likely to affect the species or require a “take” permit from the USFWS.
- ESAs identified on the Site included waters of the state (ponds containing wetlands and swales; not waters of the U.S.), prairie habitat, and upland habitat.
- Impacts to upland habitat have been minimized to approximately 19.55 acres, and a waiver will be submitted to waive the per acre fee to the Town’s Tree Fund for these impacts.
- BMPs will be implemented by the builder to protect surface water from excessive sedimentation.
- G&A Consultants identified 27 specimen trees at the Site. Currently, none of the trees need to be removed to accommodate the development.
- Grading in areas of topographic slope between 5% and 12% and greater than 5 feet from planned structures will be avoided.

8.0 GENERAL QUALIFICATIONS

This EPP has been prepared on behalf of G&A Consultants, LLC to provide information about ESAs and possible mitigation associated with future development of the Conservatory Estates project. The standard of care exercised for this type of project is similar to that used by other professionals currently practicing in this field at this location. No warranty, express or implied, is made regarding the environmental condition of the Site.

Very truly yours,

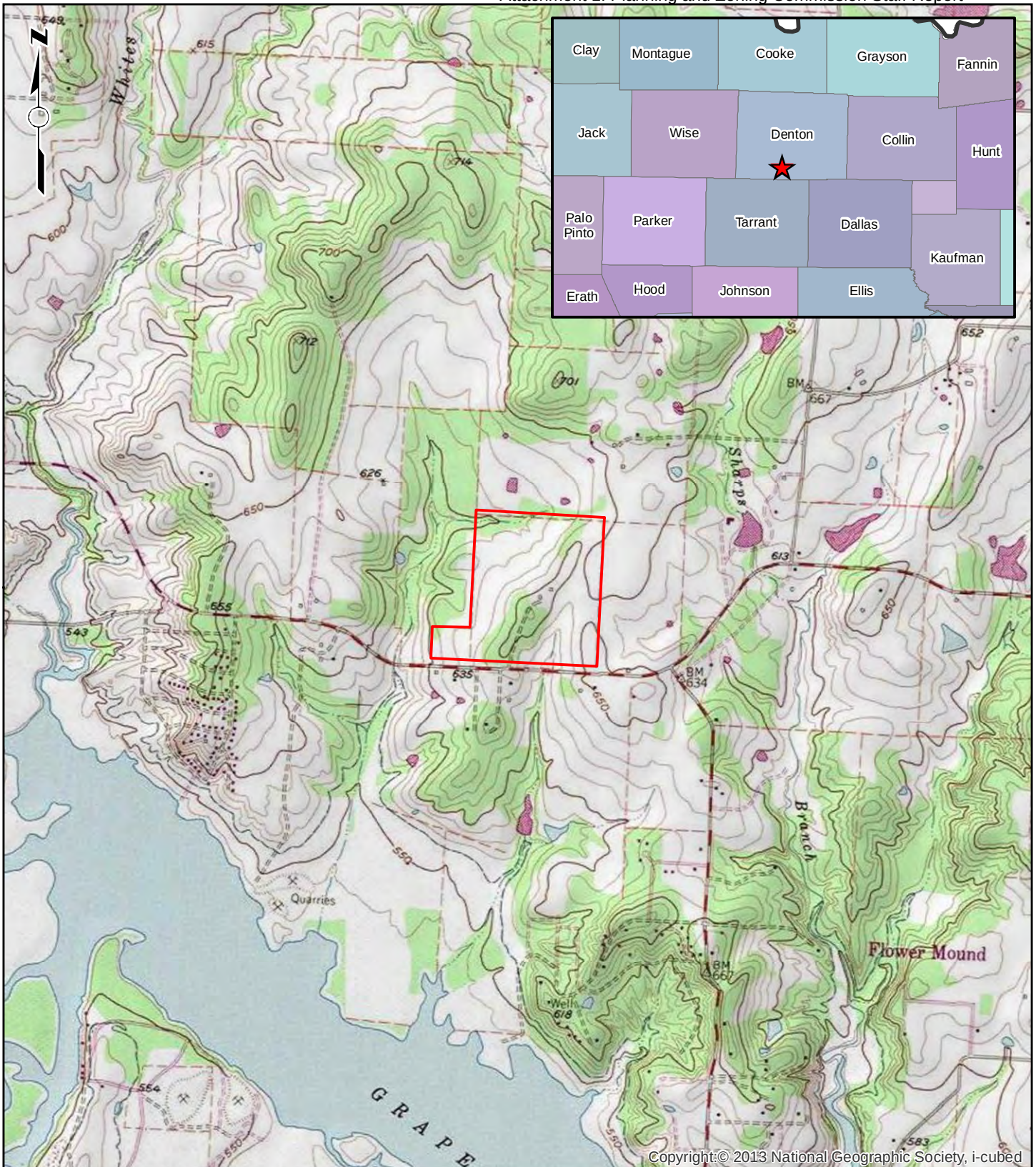
W&M ENVIRONMENTAL GROUP, LLC



Aaron Brewer, P.G.
Project Consultant
Certified Wetland Delineator (MN)



Michael Whitehead
CEO



Copyright: © 2013 National Geographic Society, i-cubed

Legend

Approximate Site Boundary

Source: USGS Topographic Map,
Argyle Quadrangle (1978)

0 1,000 2,000 4,000
Feet

SCALE: 1"=2,000' (1:24,000)

**Figure 1
Site Location Map**

Conservatory Estates
Flower Mound, Texas





Legend

- Approximate Site Boundary
- Prairie Habitat
- Upland Habitat
- Wetland
- X Test Plot (TP-#)

Sources:
Flower Mound Environmental Services Department,
Site Plan (G&A Consultants), ESRI (12/2010)

Figure 2 Environmentally Sensitive Areas

Conservatory Estates
Flower Mound, Texas



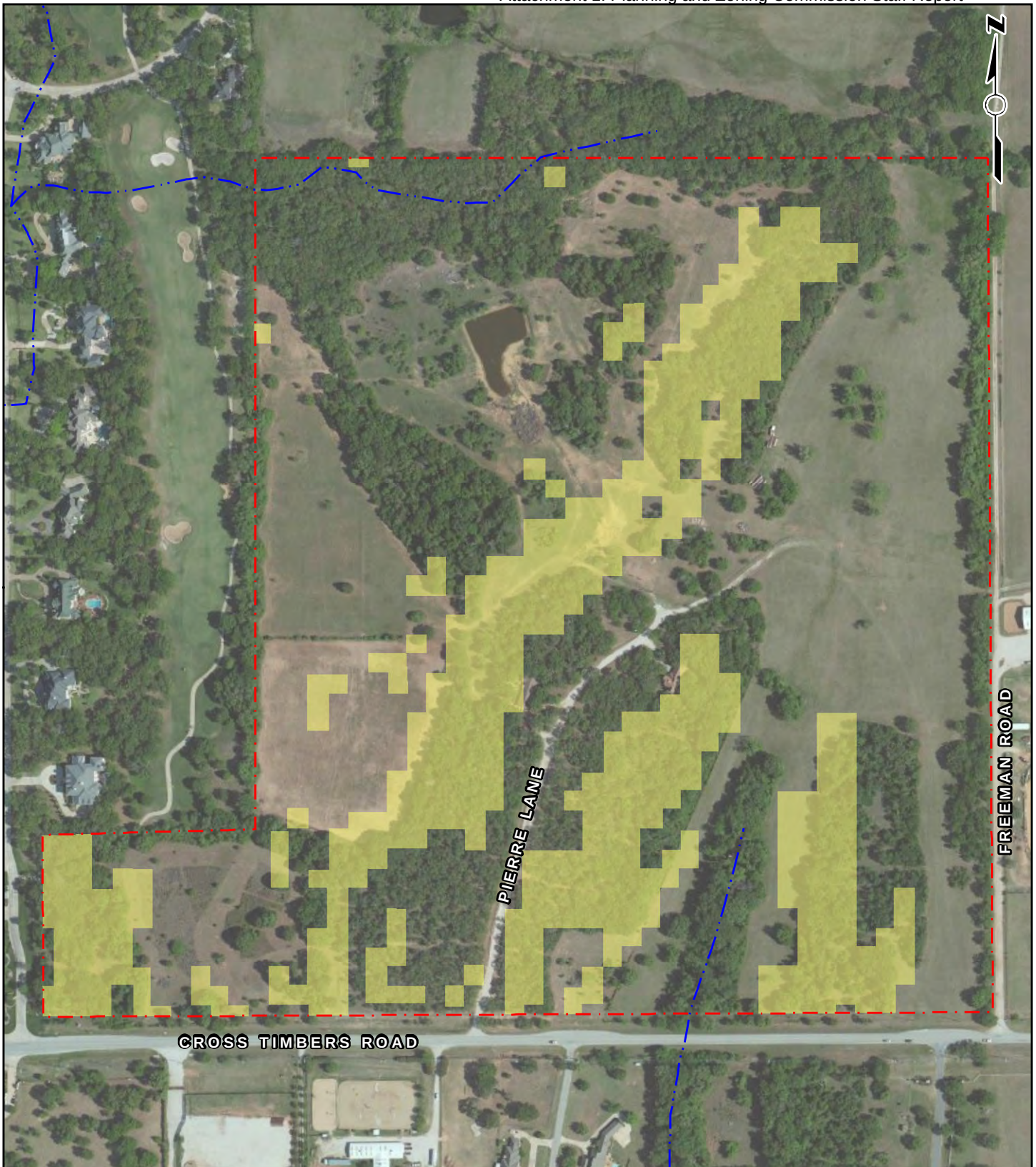
6/3/2015

W&M Project No.: 967.023

Drawn by: JPM

Checked by: AB

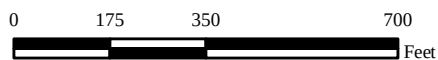
Revised:



Legend

- Approximate Site Boundary
- 5%-12% Slope
- Intermittent Stream (USGS)

Source: Town of Flower Mound ESA Survey, USGS
National Hydrography Dataset, ESRI (12/2010)



SCALE: 1"=350'

Figure 3
Topographic Slope Protection Map

Conservatory Estates
Flower Mound, Texas



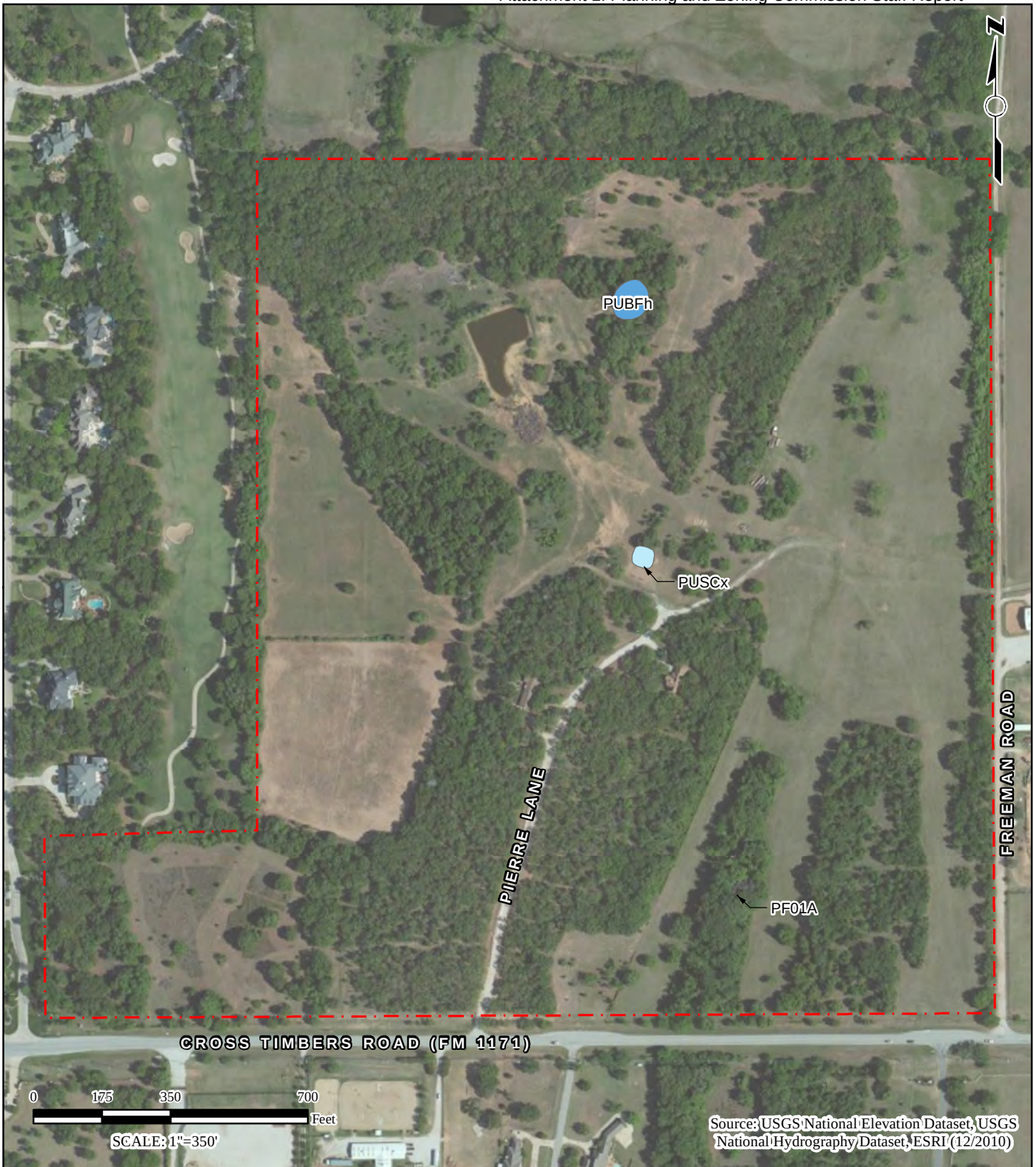
3/19/2015

W&M Project No.: 967.023

Drawn by: JPM

Checked by: AB

Revised:



Source: USGS National Elevation Dataset, USGS National Hydrography Dataset, ESRI (12/2010)

Figure 4
National Wetlands Inventory Map

Conservatory Estates
Flower Mound, Texas



Legend	 	Approximate Site Boundary
	---	Intermittent Stream (USGS)
	 	PUBFh - Palustrine System, Unconsolidated Bottom, Semipermanently Flooded, Diked/Impounded
	 	PUSCcx - Palustrine System, Unconsolidated Shore, Seasonally Flooded, Excavated
		PF01A - Palustrine System, Forested, Broad-Leaved Deciduous, Temporary Flooded

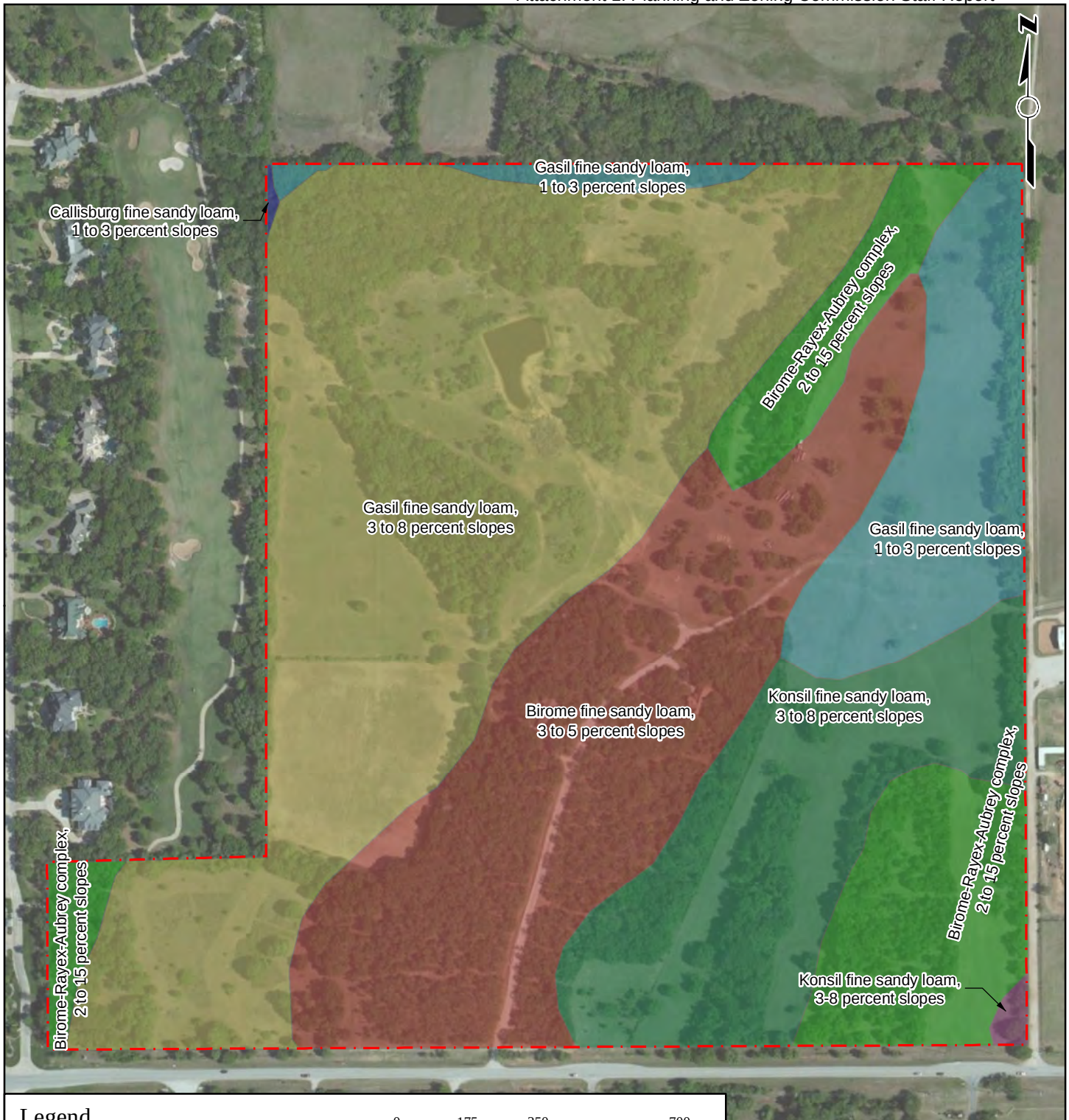
4/10/2015

W&M Project No.: 967.023

Drawn by: JPM

Checked by: AB

Revised:



Legend

- Approximate Site Boundary
- Birome fine sandy loam, 3 to 5 percent slopes
- Birome-Rayex-Aubrey complex, 2 to 15 percent slopes
- Callisburg fine sandy loam, 1 to 3 percent slopes
- Gasil fine sandy loam, 1 to 3 percent slopes
- Gasil fine sandy loam, 3 to 8 percent slopes
- Konsil fine sandy loam, 1 to 3 percent slopes
- Konsil fine sandy loam, 3 to 8 percent slopes

0 175 350 700
Feet

SCALE: 1"=350'

Source: USDA NRCS Web Soil Survey, USGS National Hydrography Dataset, ESRI (12/2010)

Figure 5 Soil Survey Map

Conservatory Estates
Flower Mound, Texas



4/10/2015

W&M Project No.: 967.023

Drawn by: JPM

Checked by: AB

Revised:

TOWN ESA SURVEY

APPENDIX A



Environmentally Sensitive Area Survey

Property Name: Belle Trace		Contact: Ron Stewart – G&A Consultants
Property Address: Generally located west of Freeman Road and north of Cross Timbers Road.		
Environmentally Sensitive Area Criteria	ESA Criteria Description & Notes	
<u>Upland Habitat</u> Criteria Present? ☒ Yes ☐ No	There are several mature Post oak, Blackjack oak, American elm, Cedar elm and Ash tree stands on this site, which are considered upland habitat areas, per the Town's definition. The developer will be required to preserve all protected trees located outside the buildable area. Buildable area is the area included in the right-of-way, house pads, and drive ways (+ 10 feet for the house pad).	
<u>Riparian Habitat</u> Criteria Present? ☐ Yes ☒ No	While there are two ephemeral streams shown on the ESA Survey map, there was no riparian habitat observed with either stream.	
<u>Prairie Habitat</u> Criteria Present? ☒ Yes ☐ No	Prairie habitat is isolated to the SW corner of the property, with a dominant matrix of Little bluestem. A good portion of the prairie habitat area shown on the ESA Survey has been mowed within the last year.	
<u>Waters of the State</u> Criteria Present? ☒ Yes ☐ No	Any body of water or stream on the site qualifies as a Waters of the State per the Town's SMARTGrowth Program. Therefore, both streams are considered to be Waters of the State. These areas may also be considered Jurisdictional Waters of the US.	
<u>Floodplain</u> Criteria Present? ☐ Yes ☒ No		
<u>Wetlands</u> Criteria Present? ☐ Yes ☒ No	There is evidence that Jurisdictional Waters of the US exist on this site. Please see the Waters of the State section of this report for more information. A delineation of jurisdictional wetlands / Waters of the US is required on this site.	
<u>Water Impoundment Protection</u> Criteria Present? ☐ Yes ☒ No	There are two (2) small stock ponds on the site that are both less than ½ acre in size.	
<u>Topographical Slope Protection</u> Criteria Present? ☒ Yes ☐ No	According to approximate slope maps, there doesn't appear to be any areas on this site that exceed 12% in slope. However, there are a few areas where the slope is between 5% and 12%. While development in these area is not prohibited, these slopes do need to be incorporated into the development. Modification of these areas is only allowed to occur within 5 feet of proposed structures. More information about this requirement can be found in the Town's SMARTGrowth Program – Environmental Quality Section.	
Action Steps/Additional Notes		
Several of the Environmentally Sensitive Areas – as defined by the Town's SMARTGrowth Program can be found on this site. An Environmental Protection Plan (EPP) is required for this site. Requirements for the EPP can be found in the Environmental Quality section of the Town's SMARTGrowth Program on the Town's website. Examples of previous EPPs can be provided upon request. In general, the EPP should precisely determine the extent of the ESAs on the site, determine the status of threatened and/or endangered species on the site, discuss impacts that will occur as a result of the development activities, outline mitigation strategies and BMPs that will be used, and discuss any onsite or offsite restoration activities that are proposed. Mitigation/restoration is a requirement for impacts to ESAs. These can be in the form of on / offsite restoration activities, payment into the Town's Tree Preservation Fund, or a combination of both. Examples of previous mitigation / restoration activities can be provided if needed.		
EPP Required? ☒ Yes ☐ No	<u>Attachments</u> ☒ Site Orthographic Aerial Photograph ☐ Other:	
EPP Consultant: TBD		
Submitted by: (print) James Hoefert		Signature & Date: James Hoefert February 11, 2015

Forwarded to Applicant: February 11, 2015	Filed with Development Services & Environmental Services	Last Modified: February 11, 2015	



Environmentally Sensitive Area Survey Belle Trace

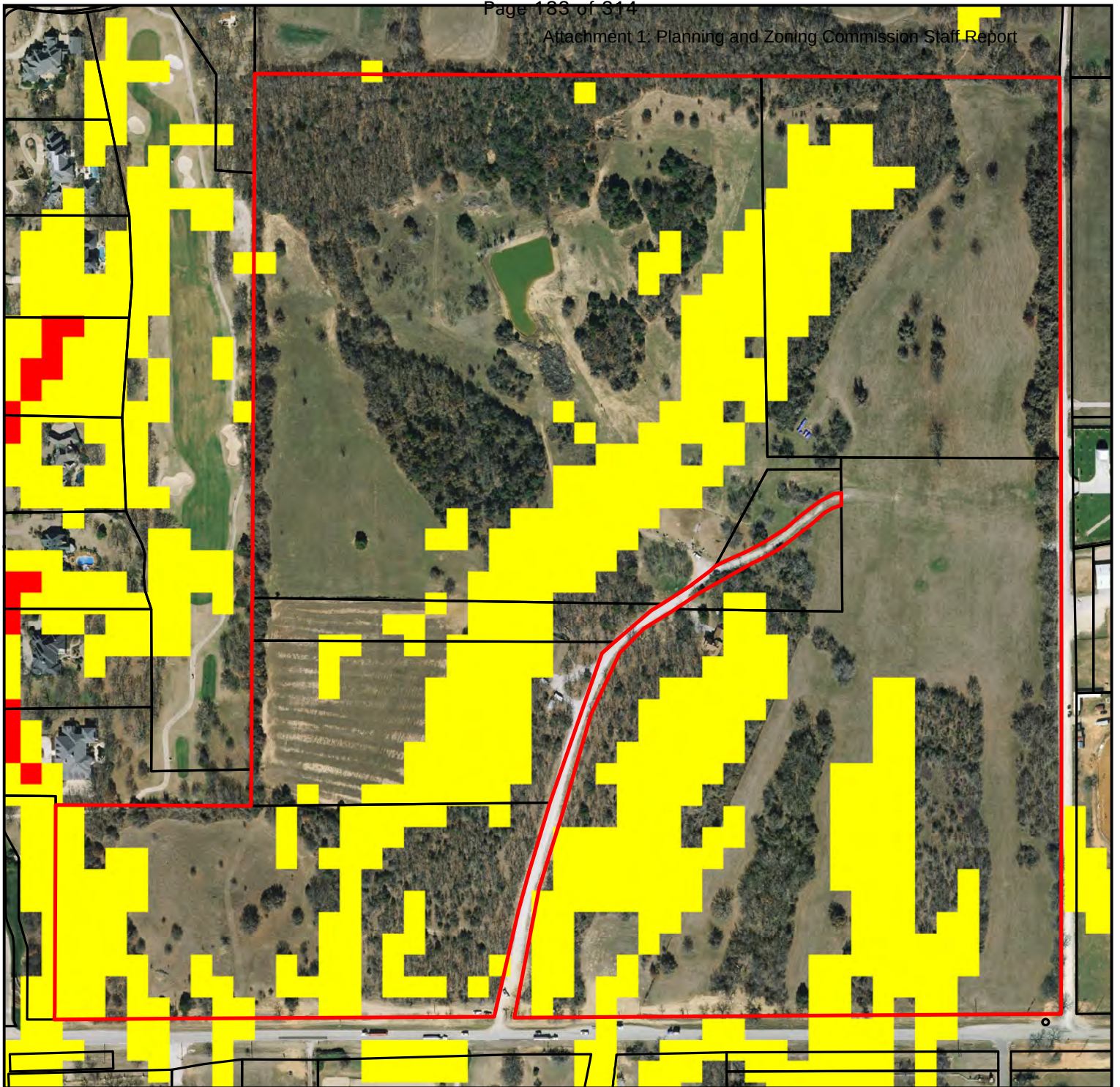
Map Created: February 10, 2015
Environmental Services Department
Town of Flower Mound

1 inch = 330 feet

0 100 200 400 600 800 Feet

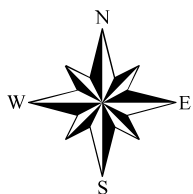


 Property
 Streets
 Upland Habitat
 Prairie Habitat
 Streams
 Ponds

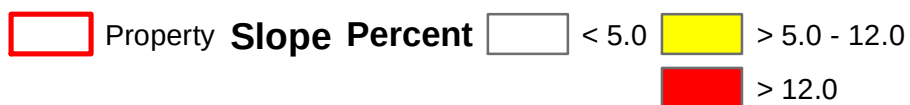
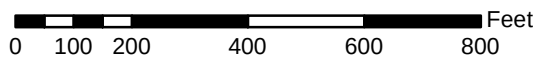


Belle Trace - Slope Map

Map Created: February 10, 2015
Environmental Services Department
Town of Flower Mound

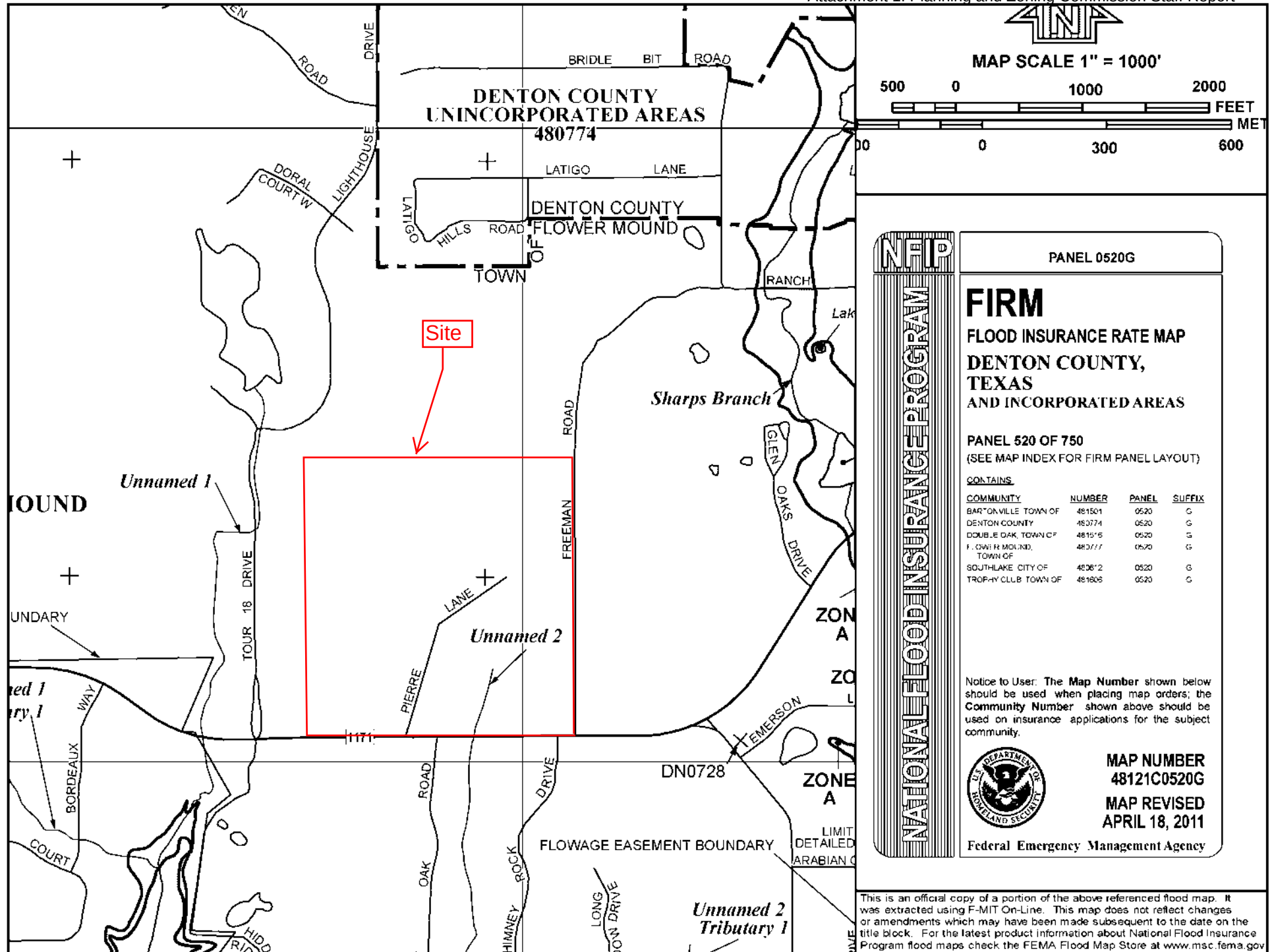


1 inch = 330 feet

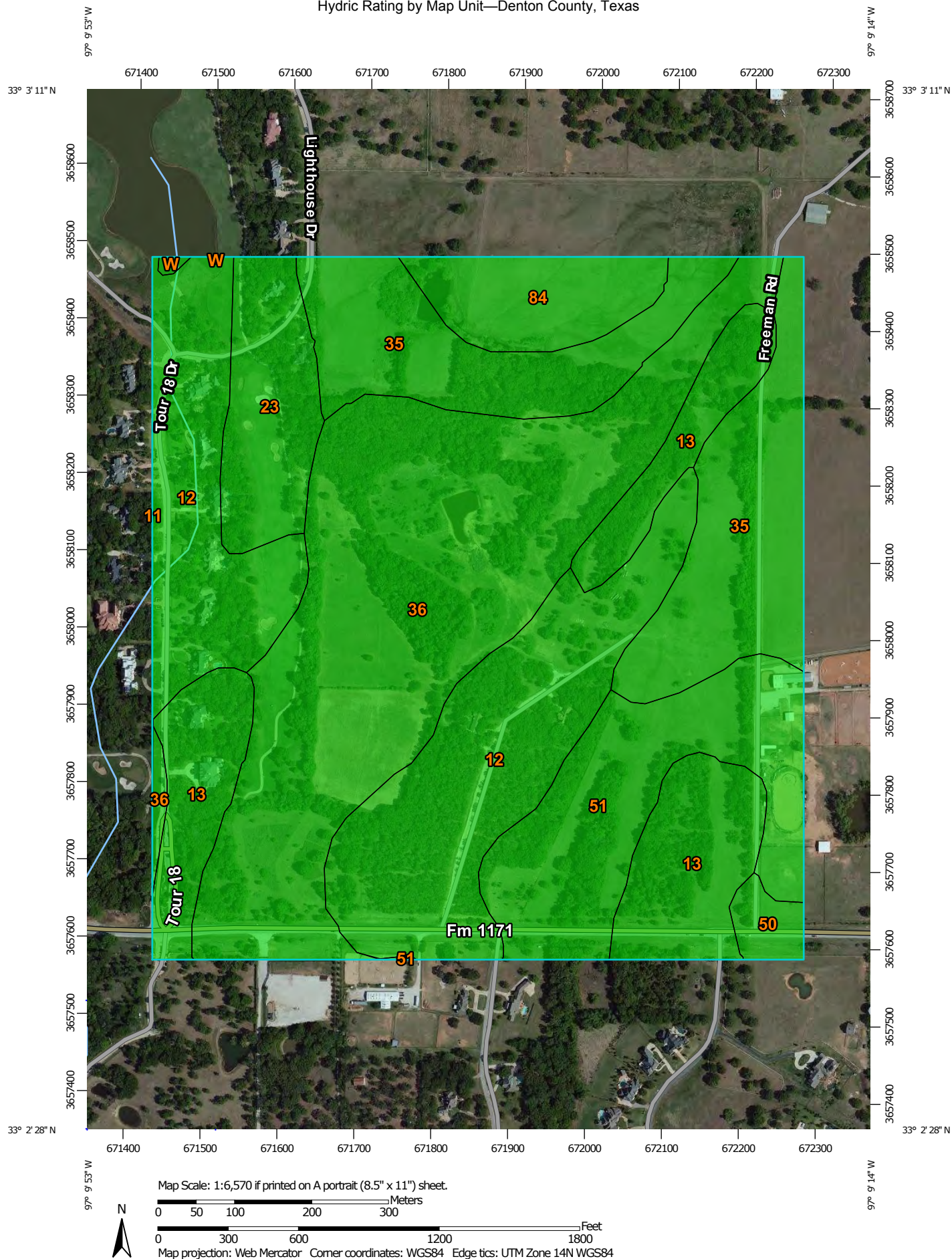


**PHYSICAL SETTING
SOURCES: HYDRIC RATING
SOIL MAP AND FEMA FIRM**

APPENDIX B



Attachment 1: Planning and Zoning Commission Staff Report
Hydric Rating by Map Unit—Denton County, Texas



MAP LEGEND**Area of Interest (AOI)**
 Area of Interest (AOI)
Soils**Soil Rating Polygons**

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Soil Rating Lines

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Soil Rating Points

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Water Features
 Streams and Canals
Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

-  Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Denton County, Texas
Survey Area Data: Version 10, Sep 29, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 13, 2010—May 7, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Hydric Rating by Map Unit— Summary by Map Unit — Denton County, Texas (TX121)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
11	Birome fine sandy loam, 1 to 3 percent slopes	0	0.0	0.0%
12	Birome fine sandy loam, 3 to 5 percent slopes	0	42.3	22.1%
13	Birome-Rayex-Aubrey complex, 2 to 15 percent slopes	0	22.9	12.0%
23	Callisburg fine sandy loam, 1 to 3 percent slopes	0	10.0	5.3%
35	Gasil fine sandy loam, 1 to 3 percent slopes	0	31.3	16.4%
36	Gasil fine sandy loam, 3 to 8 percent slopes	0	54.0	28.3%
50	Konsil fine sandy loam, 1 to 3 percent slopes	0	1.9	1.0%
51	Konsil fine sandy loam, 3 to 8 percent slopes	0	20.3	10.6%
84	Wilson clay loam, 1 to 3 percent slopes	0	8.1	4.3%
W	Water	0	0.2	0.1%
Totals for Area of Interest			191.0	100.0%

Description

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

Rating Options

Aggregation Method: Percent Present

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

PHOTOGRAPHIC LOG

APPENDIX C



Photo 1: Improved pasture and wooded areas (upland habitat in background) in the southeast corner of the Site viewing south.



Photo 2: Gap in upland habitat along east property boundary near southeast corner of Site viewing east.



**Appendix C
Photographic Log**

Conservatory Estates
Flower Mound, Texas

03/19/15

EPP

W&M Project No. 967.023



Photo 3: Remnants of a channel with no ordinary high water mark in southeast corner of property (Swale-1). View is to the north from within the channel.



Photo 4: Swale-1 disarticulates as slope diminishes toward south boundary. View is to the south from within the channel.



Appendix C Photographic Log

Conservatory Estates
Flower Mound, Texas

03/19/15

EPP

W&M Project No. 967.023



Photo 5: Swale-4 in northeast corner of Site. View from within swale facing south-southwest.



Photo 6: Wetland-1 west of residence. View is to the south from the north side of the tank.



Appendix C Photographic Log

Conservatory Estates
Flower Mound, Texas

03/19/15

EPP

W&M Project No. 967.023



Photo 7: Prairie habitat in southwest corner of the Site. View is to the west from the east side of the prairie.



Photo 8: Limits of prairie habitat exhibited by soil disturbances, invasive grasses, and dense greenbrier. View is to the north from FM 1171 right-of-way south of Site.



Appendix C
Photographic Log

Conservatory Estates
Flower Mound, Texas

03/19/15

EPP

W&M Project No. 967.023



Photo 9: Swale-5 in southwest corner of Site draining to west. View is to the east from west Site boundary near off-Site culvert.



Photo 10: Swale-3 in northwest corner of Site. View is upstream to east near west property boundary.



**Appendix C
Photographic Log**

Conservatory Estates
Flower Mound, Texas

03/19/15

EPP

W&M Project No. 967.023



Photo 11: Swale-3 in northwest corner of Site at west boundary. View is from within swale toward the west.



Photo 12: View from within swale near northwest corner of Site.



Appendix C Photographic Log

Conservatory Estates
Flower Mound, Texas

03/19/15

EPP

W&M Project No. 967.023



Photo 13: Wetland-2/tank in north-central portion of Site. View is to the east from northwest corner of the tank.



Photo 14: Wetland-3/tank in north central portion of Site. View is to the northwest from south side of tank.



**Appendix C
Photographic Log**

Conservatory Estates
Flower Mound, Texas

03/19/15

EPP

W&M Project No. 967.023



Photo 15: Lack of ordinary high water mark in swales up gradient from Westland-3. View is to the southeast from southwest of Wetland-3.



Photo 16: Gap in upland habitat located in area northeast of Wetland-2. View is to the north from area east of Wetland-2.



Appendix C Photographic Log

Conservatory Estates
Flower Mound, Texas

03/19/15

EPP

W&M Project No. 967.023



Photo 17: Area on top of ridge in pasture where NWI Map indicates an excavated wetland (in front of oak centered in photograph). View is to the north from near access road.



Photo 18: Gap in upland habitat located in area north of prairie habitat. View is to the north from northwest side of prairie habitat.



Appendix C Photographic Log

Conservatory Estates
Flower Mound, Texas

03/19/15

EPP

W&M Project No. 967.023

**THREATENED AND
ENDANGERED SPECIES
LISTS FOR AREA, TXNDD
REPORT
APPENDIX D**

DENTON COUNTY**BIRDS**

		Federal Status	State Status
American Peregrine Falcon	<i>Falco peregrinus anatum</i>	DL	T
year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.			
Arctic Peregrine Falcon	<i>Falco peregrinus tundrius</i>	DL	
migrant throughout state from subspecies' far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.			
Bald Eagle	<i>Haliaeetus leucocephalus</i>	DL	T
found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds			
Henslow's Sparrow	<i>Ammodramus henslowii</i>		
wintering individuals (not flocks) found in weedy fields or cut-over areas where lots of bunch grasses occur along with vines and brambles; a key component is bare ground for running/walking			
Peregrine Falcon	<i>Falco peregrinus</i>	DL	T
both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies' listing statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.			
Sprague's Pipit	<i>Anthus spragueii</i>	C	
only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.			
Western Burrowing Owl	<i>Athene cunicularia hypugaea</i>		
open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows			
White-faced Ibis	<i>Plegadis chihi</i>		T
prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats			
Whooping Crane	<i>Grus americana</i>	LE	E
potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties			

DENTON COUNTY**BIRDS**

Federal Status

State Status

Wood Stork*Mycteria americana*

T

forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960

MAMMALS

Federal Status

State Status

Plains spotted skunk*Spilogale putorius interrupta*

catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie

Red wolf*Canis rufus*

LE

E

extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies

MOLLUSKS

Federal Status

State Status

Fawnsfoot*Truncilla donaciformis*

small and large rivers especially on sand, mud, rocky mud, and sand and gravel, also silt and cobble bottoms in still to swiftly flowing waters; Red (historic), Cypress (historic), Sabine (historic), Neches, Trinity, and San Jacinto River basins.

Little spectaclecase*Villosa lienosa*

creeks, rivers, and reservoirs, sandy substrates in slight to moderate current, usually along the banks in slower currents; east Texas, Cypress through San Jacinto River basins

Louisiana pigtoe*Pleurobema riddellii*

T

streams and moderate-size rivers, usually flowing water on substrates of mud, sand, and gravel; not generally known from impoundments; Sabine, Neches, and Trinity (historic) River basins

Texas heelsplitter*Potamilus amphichaenus*

T

quiet waters in mud or sand and also in reservoirs. Sabine, Neches, and Trinity River basins

Wabash pigtoe*Fusconaia flava*

creeks to large rivers on mud, sand, and gravel from all habitats except deep shifting sands; found in moderate to swift current velocities; east Texas River basins, Red through San Jacinto River basins; elsewhere occurs in reservoirs and lakes with no flow

REPTILES

Federal Status

State Status

Texas garter snake*Thamnophis sirtalis annectens*

wet or moist microhabitats are conducive to the species occurrence, but is not necessarily restricted to them; hibernates underground or in or under surface cover; breeds March-August

DENTON COUNTY**REPTILES**

Federal Status

State Status

Texas horned lizard*Phrynosoma cornutum*

T

open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September

Timber rattlesnake*Crotalus horridus*

T

swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; limestone bluffs, sandy soil or black clay; prefers dense ground cover, i.e. grapevines or palmetto

PLANTS

Federal Status

State Status

Glen Rose yucca*Yucca necopina*

Texas endemic; grasslands on sandy soils and limestone outcrops; flowering April-June

Attachment 1: Planning and Zoning Commission Staff Report

Group	Name	Population	Status	Lead Office	Recovery Plan Name	Recovery Plan Stage
Birds	Whooping crane (Grus	except where EXPN	Endangered	Assistant Regional Director-	Whooping Crane Recovery	Final Revision 3
Birds	Bald eagle (Haliaeetus	lower 48 States	Recovery	Rock Island Ecological Services	Recovery Plan for the Pacific	Final
Birds	Bald eagle (Haliaeetus	lower 48 States	Recovery	Rock Island Ecological Services	Chesapeake Bay Bald Eagle	Final Revision 1
Birds	Bald eagle (Haliaeetus	lower 48 States	Recovery	Rock Island Ecological Services	Northern States Bald Eagle	Final
Birds	Bald eagle (Haliaeetus	lower 48 States	Recovery	Rock Island Ecological Services	Southeastern States Bald Eagle	Final Revision 1
Birds	Bald eagle (Haliaeetus	lower 48 States	Recovery	Rock Island Ecological Services	Southwestern Bald Eagle	Final
Birds	Piping Plover (Charadrius	except Great Lakes watershed	Threatened	Office Of The Regional Director	Great Lakes & Northern Great	Final
Birds	Piping Plover (Charadrius	except Great Lakes watershed	Threatened	Office Of The Regional Director	Piping Plover Atlantic Coast	Final Revision 1
Birds	Least tern (Sterna antillarum)	interior pop.	Endangered	Mississippi Ecological Services	Least Tern (Interior Pop.)	Final

USFWS Print Out of Listed Species for Denton County, Texas.

Occurrence List for Quads Surrounding Request Area

<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Occurrence Number:</u>	<u>State Status:</u>	<u>Federal Status:</u>	<u>Eo Id:</u>
<i>Potamilus amphichaenus</i>	Texas Heelsplitter	1	T		9883
<i>Potamilus amphichaenus</i>	Texas Heelsplitter	2	T		9884
<i>Schizachyrium scoparium - Andropogon gerardii</i> <i>- Sorghastrum nutans - Bifora americana</i> <i>Mollisol Herbaceous Vegetation</i>	Mollisol Blackland Prairie	8			11567
<i>Schizachyrium scoparium - Andropogon gerardii</i> <i>- Sorghastrum nutans - Bifora americana</i> <i>Mollisol Herbaceous Vegetation</i>	Mollisol Blackland Prairie	9			11568
<i>Schizachyrium scoparium - Andropogon gerardii</i> <i>- Sorghastrum nutans - Bifora americana</i> <i>Mollisol Herbaceous Vegetation</i>	Mollisol Blackland Prairie	10			11569
<i>Schizachyrium scoparium-sorghastrum nutans</i> <i>series</i>	Little Bluestem-indiangrass Series	105			2293
<i>Thamnophis sirtalis annectens</i>	Texas Garter Snake	20			434

Scientific Name: Potamilus amphichaenus

Occurrence #: 2 **Eo Id:** 9884

Common Name: Texas Heelsplitter

Track Status: Track all extant and selected historical EOs

Global Rank: G1G2 **State Rank:** S1

TX Protection Status: T

Federal Status:

Location Information:

Directions:

Mussels were collected from Lake Grapevine.

Survey Information:

First Observation: 1975-10-31

Survey Date: 1975-10-31

Last Observation: 1975-10-31

Eo Type: **Eo Rank:** E

Eo Rank Date: 1975-10-31

Observed Area:

Comments:

General

Description:

Comments: 1975 specimen: The species identification was verified by Raymond W. Neck and Robert G. Howells. Originally the specimen was deposited at Texas Christian University, Fort Worth, TX. Randklev, et al., 2010 lists the specimen in the Joseph Britton Freshwater Mussel Collection, Elm Fork Natural Heritage Museum, University of North Texas.

Protection

Comments:

Management

Comments:

Data:

EO Data: 31 Oct 1975: Three specimens were collected; one was taken alive.

Reference:

Citation:

Neck, Raymond W. and R. G. Howells. 1995. Interim performance reports and final report for Project No. 47: Status survey for the Texas heelsplitter. TPWD contract no. 333-0208. Submitted to Texas Parks & Wildlife Dept. 30 November 1993, 30 November 1994, and October 1995..

Randklev, Charles R., B. Lundeen, J. H. Kennedy. 2010. Summary of unpublished records for candidate mussel species from four museums in north central Texas.

Specimen:

Joseph Britton Freshwater Mussel Collection, Elm Fork Natural Heritage Museum, University of North Texas, Denton, TX; K. O'Kane (# 1782), Catalog # unknown, 31 Oct 1975, JBFWMC; UNT.

Page 208 of 314
Element Occurrence Record

Attachment I: Planning and Zoning Commission Staff Report

Scientific Name: Schizachyrium scoparium - Andropogon gerardii
- Sorghastrum nutans - Bifora americana
Mollisol Herbaceous Vegetation

Occurrence #: 11 **Eo Id:** 11570

Common Name: Mollisol Blackland Prairie

Track Status: Track all extant and selected historical EOs

TX Protection Status:

Global Rank: G1G2 **State Rank:** SNR

Federal Status:

Location Information:

Directions:

Survey Information:

First Observation:

Survey Date:

Last Observation:

Eo Type:

Eo Rank:

Eo Rank Date:

Observed Area:

Comments:

General

Description:

Comments:

Protection

Comments:

Management

Comments:

Data:

EO Data:

Reference:

Citation:

Specimen:

**CLIMATE DATA AND FIELD
DATA FORMS**

APPENDIX E

Attachment 1: Planning and Zoning Commission Staff Report
WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Conservatory Estates City/County: _____ Sampling Date: 3-12-15
 Applicant/Owner: _____ State: _____ Sampling Point: TP-1A
 Investigator(s): _____ Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave Slope (%): 5-20
 Subregion (LRR): _____ Lat: 33.046058 Long: -97.159992 Datum: WGS 84
 Soil Map Unit Name: _____ NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes _____ No X (If no, explain in Remarks.)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Y Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? N (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>Y</u> No _____ Hydric Soil Present? Yes <u>X</u> No _____ Wetland Hydrology Present? Yes <u>Y</u> No _____	Is the Sampled Area within a Wetland? Yes <u>X</u> No _____
Remarks: <u>wetter than normal. Test plot at tank west of residence. Excavated, disturbed soil.</u>	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30</u>) 1. _____ 2. _____ 3. _____ 4. _____ _____ = Total Cover Sapling/Shrub Stratum (Plot size: <u>30</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ _____ = Total Cover Herb Stratum (Plot size: <u>5</u>) 1. <u>Typha sp</u> 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ _____ = Total Cover Woody Vine Stratum (Plot size: <u>30</u>) 1. _____ 2. _____ _____ = Total Cover % Bare Ground in Herb Stratum _____	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100</u> (A/B) Prevalence Index worksheet: <table style="width:100%;"> <tr> <th>Total % Cover of:</th> <th>Multiply by:</th> </tr> <tr> <td>OBL species _____</td> <td>x 1 = _____</td> </tr> <tr> <td>FACW species _____</td> <td>x 2 = _____</td> </tr> <tr> <td>FAC species _____</td> <td>x 3 = _____</td> </tr> <tr> <td>FACU species _____</td> <td>x 4 = _____</td> </tr> <tr> <td>UPL species _____</td> <td>x 5 = _____</td> </tr> <tr> <td>Column Totals: _____</td> <td>(A) _____ (B) _____</td> </tr> </table> Prevalence Index = B/A = _____ Hydrophytic Vegetation Indicators: ___ 1 - Rapid Test for Hydrophytic Vegetation ___ 2 - Dominance Test is >50% ___ 3 - Prevalence Index is ≤3.0 ¹ ___ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ___ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic. Hydrophytic Vegetation Present? Yes <u>X</u> No _____	Total % Cover of:	Multiply by:	OBL species _____	x 1 = _____	FACW species _____	x 2 = _____	FAC species _____	x 3 = _____	FACU species _____	x 4 = _____	UPL species _____	x 5 = _____	Column Totals: _____	(A) _____ (B) _____
Total % Cover of:	Multiply by:														
OBL species _____	x 1 = _____														
FACW species _____	x 2 = _____														
FAC species _____	x 3 = _____														
FACU species _____	x 4 = _____														
UPL species _____	x 5 = _____														
Column Totals: _____	(A) _____ (B) _____														
Remarks: <u>Boundary delineated by OHWM + transition to bermudagrass</u>															

Report
TP-1A

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Wetland Hydrology Indicators:		
Primary Indicators (minimum of one required; check all that apply)		Secondary Indicators (minimum of two required)
☒ Surface Water (A1) ☐ High Water Table (A2) ☐ Saturation (A3) ☐ Water Marks (B1) ☐ Sediment Deposits (B2) ☐ Drift Deposits (B3) ☐ Algal Mat or Crust (B4) ☐ Iron Deposits (B5) ☐ Inundation Visible on Aerial Imagery (B7) ☐ Water-Stained Leaves (B9)	☐ Salt Crust (B11) ☐ Aquatic Invertebrates (B13) ☐ Hydrogen Sulfide Odor (C1) ☐ Dry-Season Water Table (C2) ☐ Oxidized Rhizospheres on Living Roots (C3) (where not tilled) ☐ Presence of Reduced Iron (C4) ☐ Thin Muck Surface (C7) ☐ Other (Explain in Remarks)	☐ Surface Soil Cracks (B6) ☐ Sparsely Vegetated Concave Surface (B8) ☐ Drainage Patterns (B10) ☐ Oxidized Rhizospheres on Living Roots (C3) (where tilled) ☐ Crayfish Burrows (C8) ☐ Saturation Visible on Aerial Imagery (C9) ☐ Geomorphic Position (D2) ☐ FAC-Neutral Test (D5) ☐ Frost-Heave Hummocks (D7) (LRR F)
Field Observations: Surface Water Present? Yes ☒ No ☐ Depth (inches): 0-3" Water Table Present? Yes ☐ No ☐ Depth (inches): _____ Saturation Present? Yes ☐ No ☐ Depth (inches): _____ (includes capillary fringe)		Wetland Hydrology Present? Yes ☒ No ☐
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:		
Remarks:		

Attachment 1: Planning and Zoning Commission Staff Report
WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Conservatory Estates City/County: Flower Mound Sampling Date: 3-12-15
 Applicant/Owner: _____ State: TX Sampling Point: TP-2A
 Investigator(s): A. Brewer Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave Slope (%): 5-8
 Subregion (LRR): I-SW Plains Lat: 33-048682 Long: -97-158994 Datum: NGS84
 Soil Map Unit Name: Gasil fine sandy loam 3-8% NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes _____ No X (If no, explain in Remarks.)
 Are Vegetation X, Soil X, or Hydrology X significantly disturbed? Y Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? N (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No X
 Hydric Soil Present? Yes _____ No X
 Wetland Hydrology Present? Yes _____ No X

Is the Sampled Area
 within a Wetland? Yes _____ No X

Remarks: wetter than normal. Tank, excavated, grazed.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:	
1. _____				Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-):	<u>1</u> (A)
2. _____				Total Number of Dominant Species Across All Strata:	<u>2</u> (B)
3. _____				Percent of Dominant Species That Are OBL, FACW, or FAC:	<u>50</u> (A/B)
4. _____					
Sapling/Shrub Stratum (Plot size: <u>30</u>) <u>0</u> = Total Cover				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species <u>20</u> x 2 = <u>40</u> FAC species _____ x 3 = _____ FACU species <u>70</u> x 4 = <u>280</u> UPL species _____ x 5 = _____ Column Totals: <u>90</u> (A) <u>320</u> (B) Prevalence Index = B/A = <u>3.5</u>	
Herb Stratum (Plot size: <u>5</u>) <u>0</u> = Total Cover				Hydrophytic Vegetation Indicators: 1 - Rapid Test for Hydrophytic Vegetation _____ 2 - Dominance Test is >50% _____ 3 - Prevalence Index is ≤3.0 ¹ _____ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) _____ Problematic Hydrophytic Vegetation ¹ (Explain) _____ ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	
1. <u>Houstonia spp.</u>	<u>70</u>	<u>Y</u>	<u>FACU/UPL</u>		
2. <u>Hieracium autumnale</u>	<u>20</u>	<u>Y</u>	<u>FACW</u>		
3. <u>clover sp</u>	<u>1</u>	<u>N</u>			
4. <u>grass - Fescue?</u>	<u>2</u>	<u>N</u>			
5. _____					
6. _____					
7. _____					
8. _____					
9. _____					
10. _____					
Woody Vine Stratum (Plot size: <u>30</u>) <u>93</u> = Total Cover				Hydrophytic Vegetation Present? Yes _____ No <u>X</u>	
1. _____					
2. _____					
% Bare Ground in Herb Stratum <u>20</u> <u>0</u> = Total Cover					
Remarks: _____					

[illegible]

Wetland Hydrology Indicators:			Secondary Indicators (minimum of two required)	
Primary Indicators (minimum of one required; check all that apply)				
☐ Surface Water (A1)	☐ Salt Crust (B11)		☐ Surface Soil Cracks (B6)	
☐ High Water Table (A2)	☐ Aquatic Invertebrates (B13)		☐ Sparsely Vegetated Concave Surface (B8)	
☐ Saturation (A3)	☐ Hydrogen Sulfide Odor (C1)		☐ Drainage Patterns (B10)	
☐ Water Marks (B1)	☐ Dry-Season Water Table (C2)		☐ Oxidized Rhizospheres on Living Roots (C3)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)		☐ (where tilled)	
☐ Drift Deposits (B3)	☐ (where not tilled)		☐ Crayfish Burrows (C8)	
☐ Algal Mat or Crust (B4)	☐ Presence of Reduced Iron (C4)		☐ Saturation Visible on Aerial Imagery (C9)	
☐ Iron Deposits (B5)	☐ Thin Muck Surface (C7)		☐ Geomorphic Position (D2)	
☐ Inundation Visible on Aerial Imagery (B7)	☐ Other (Explain in Remarks)		☐ FAC-Neutral Test (D5)	
☐ Water-Stained Leaves (B9)			☐ Frost-Heave Hummocks (D7) (LRR F)	
Field Observations:				
Surface Water Present?	Yes ☐ No ☒	Depth (inches):		
Water Table Present?	Yes ☐ No ☒	Depth (inches):		
Saturation Present?	Yes ☐ No ☒	Depth (inches):		
(Includes capillary fringe)			Wetland Hydrology Present? Yes ☐ No ☒	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:				
Remarks:				

Attachment 1: Planning and Zoning Commission Staff Report
WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Conservatory Estates City/County: Flower Mound Sampling Date: 3-12-15
 Applicant/Owner: _____ State: TX Sampling Point: TP-28
 Investigator(s): A. Brewer Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): concave Slope (%): 5-8
 Subregion (LRR): J - SW Prairies Lat: 33.0418683 Long: 97.158978 Datum: _____
 Soil Map Unit Name: Gasil fine sandy loam 3-8% NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes _____ No X (If no, explain in Remarks.)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? N Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? N (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No _____ Hydric Soil Present? Yes <u>X</u> No _____ Wetland Hydrology Present? Yes <u>X</u> No _____	Is the Sampled Area within a Wetland? Yes <u>X</u> No _____
Remarks: <u>Pond based on TP-1 result + wet conditions, current inundation boundary sufficient for determination - water period than normal.</u>	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. _____				Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): _____ (A) Total Number of Dominant Species Across All Strata: _____ (B) Percent of Dominant Species That Are OBL, FACW, or FAC: _____ (A/B)
2. _____				
3. _____				
4. _____				
_____ = Total Cover				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
Sapling/Shrub Stratum (Plot size: _____) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____				
_____ = Total Cover				
Herb Stratum (Plot size: _____) 1. <u>algae</u> 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____				
_____ = Total Cover				
Woody Vine Stratum (Plot size: _____) 1. _____ 2. _____				Hydrophytic Vegetation Indicators: <u>X</u> 1 - Rapid Test for Hydrophytic Vegetation _____ 2 - Dominance Test is >50% _____ 3 - Prevalence Index is ≤3.0 ¹ _____ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) _____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
_____ = Total Cover				
% Bare Ground in Herb Stratum _____ = Total Cover				Hydrophytic Vegetation Present? Yes <u>X</u> No _____
Remarks:				

HYDROLOGY

Great Plains – Version 2.0

Figure 19-7 Rainfall documentation worksheet

**Rainfall Documentation
(use with photographs)**Date: March 12, 2015Weather station: DFW Airport, TX

Landowner: _____ Tract no.: _____

County: DentonState: TX

Soil name: _____

Growing season: 2/19 to 11/30 (50% chance above 28 F)

Photo date: _____

Long-term rainfall records								
Month	3 yrs. in 10 less than	Normal	3 yrs. in 10 more than	Rain fall	Condition dry, wet, normal	Condition value	Month weight value	Product of previous two columns
1st prior month* Feb	1.26	2.37	2.89	2.96	Wet	3	3	9
2nd prior month* Jan	1.02	1.90	2.35	3.62	Wet	3	2	6
3rd prior month* Dec	1.18	2.57	3.13	1.13	Dry	1	1	1
							Sum	16

* Compared to photo date

Note: If sum is

6 - 9 then prior period has been
drier than normal

10 - 14 then prior period has been
normal

15 - 18 then prior period has been
wetter than normal

Condition value:

Dry =1

Normal =2

Wet =3

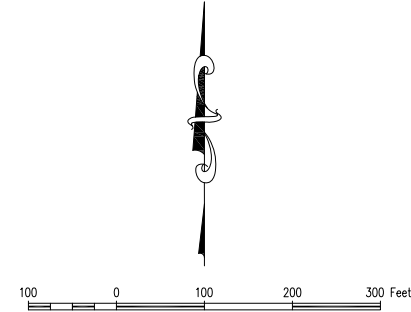
Conclusions: Antecedent precipitation was wetter than normal.

**TREE SURVEY MAP WITH
SPECIMEN TREES**

APPENDIX F

TREE CHART

TREE #	TAG	CALIPER (")	COMMON NAME	BOTANICAL NAME	REMOVED	CLASSIFICATION	STATUS
1	257	27	Post Oak	Quercus stellata	No	Specimen	
2	4944	29.5	American Elm	Ulmus Americana	No	Specimen	Cavity at base, embedded wire
3	2402	30	Post Oak	Quercus stellata	No	Specimen	
4	471	25.5	Post Oak	Quercus stellata	No	Specimen	
5	476	25.5	Post Oak	Quercus stellata	No	Specimen	
6	500	31.5	Post Oak	Quercus stellata	No	Specimen	Mistletoe in a few branches
7	468	26.5	Pecan	Carya illinoensis	No	Specimen	
8	244	27.5	Pecan	Carya illinoensis	No	Specimen	Embedded rebar in base
9	4941	23	Blackjack Oak	Quercus marilandica	No	Specimen	No branching on the east side
10	4942	34.5	Post Oak	Quercus stellata	No	Specimen	
11	4943	36.5	Post Oak	Quercus stellata	No	Specimen	
12	2399	24	Blackjack Oak	Quercus marilandica	No	Specimen	
13	446	29.5	Post Oak	Quercus stellata	No	Specimen	
14	2400	26	Post Oak	Quercus stellata	No	Specimen	
15	2401	25	American Elm	Ulmus Americana	No	Specimen	
16	4937	25.5	Blackjack Oak	Quercus marilandica	No	Specimen	Trimmed for powerlines
17	4940	25	Post Oak	Quercus stellata	No	Specimen	
18	4939	31	Post Oak	Quercus stellata	No	Specimen	
19	450	25.5	Post Oak	Quercus stellata	No	Specimen	
20	488	24.5	Blackjack Oak	Quercus marilandica	No	Specimen	
21	4935	22	Blackjack Oak	Quercus marilandica	No	Specimen	Greenbriar in canopy
22	4945	26.5	Blackjack Oak	Quercus marilandica	No	Specimen	
23	462	25.5	Blackjack Oak	Quercus marilandica	No	Specimen	
24	2934	25	Post Oak	Quercus stellata	No	Specimen	
25	2934	25	Post Oak	Quercus stellata	No	Specimen	
26		26	Blackjack Oak	Quercus marilandica	No	Specimen	



ENVIRONS GROUP
LANDSCAPE ARCHITECTURE

THE CONSERVATORY ESTATES
103.225 Acres
in the
NATHANIEL E. THOMPSON SURVEY, ABSTRACT NO. 1270
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION
BIDDING, OR PERMIT PURPOSES
RON STEWART LANDSCAPE ARCHITECT
DATED 5/19/2015

Drawn By: WS
Date: 01/26/2015
Scale: 1"=100'
Revisions:

14164

L2.0



September 4, 2015

Via Electronic Mail and U.S. Mail

Mr. Matthew J. Hotelling, P.E., PTOE
Traffic Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

**Re: SMARTGrowth Transportation Analysis
Case ZPD15-0006 – The Conservatory Estates**

Dear Mr. Hotelling:

We have reviewed the proposed Conservatory Estates development (Case ZPD15-0006), located on the north side of FM 1171 (Cross Timbers Road), west of Freeman Road in the northwest part of the Town. The proposed development consists of 64 single family dwelling units on approximately +/- 103.225 acres.

This proposed development is not an economic development, civic, or institutional use and is therefore subject to the Flower Mound SMARTGrowth Transportation Analysis evaluation. The criteria is based upon the existing available capacity of each link and adjacent signalized intersection and includes any capacity improvements programmed for commencement of construction within the current or next fiscal year of the Town's Capital Improvement Program and the State's Letting Schedule.

The first component to the transportation analysis is to determine which links and intersections are significantly impacted by the development. A significant impact is defined as development generated traffic greater than 5% of the directional capacity of any Town collector or arterial link. If the development traffic exceeds this minimum threshold, additional capacity analyses are conducted to determine if the Town links and adjacent Town and State signalized intersections operate at an acceptable level of service (LOS). The minimum acceptable LOS for Town facilities is LOS C. These analyses are conducted with and without the development traffic in place using the *TransCAD 4.7™* software package. If the existing and/or projected LOS fails to meet the minimum acceptable LOS defined above, the development fails the transportation analysis.



Mr. Matthew J. Hotelling, P.E., PTOE, September 4, 2015, Page 2

Based on information provided by Town staff, the development is anticipated to have direct access to FM 1171 (Cross Timbers Road). FM 1171 is a State facility and is identified as a Major Arterial on the Town's Master Thoroughfare Plan.

Based upon the transportation analysis completed for this development, the traffic generated by this development does not exceed the 5% threshold along any Town collector or arterial links (due to direct access onto a State facility). Therefore, based on this evaluation, the proposed project meets the minimum criteria for adequate public transportation infrastructure.

If you have any questions or comments regarding the results of the transportation analysis, please contact me at (972) 770-1300.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink that reads "Aaron W. Nathan".

Aaron W. Nathan, P.E., AICP

Project Engineer

AWN:awn

K:\FTW_TPTO\061000157-2015 SMARTGrowth\175 - The Conservatory Estates\TA_ZPD15_0006_Conservatory.docx

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 OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 103.225 ACRES OF LAND SITUATED IN THE NATHANIEL E. THOMPSON SURVEY FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 140 (PD-140) FOR SINGLE FAMILY RESIDENTIAL USES WITH CLUSTER DEVELOPMENT STANDARDS IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, 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 103.225 acres of land situated in the Nathaniel E. Thompson Survey, Abstract No. 1270, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) to Planned Development District No. 140 (PD-140) for Single Family Residential uses with Cluster Development Standards; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on January 25, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 1, 2016, with respect to the proposed planned development district as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a planned development district on the property; and

WHEREAS, the Town Council finds that amendment of the Zoning map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

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

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SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a planned development district as shown below:

103.225 acres of land situated in the Nathaniel E. Thompson Survey, Abstract No. 1270, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 140 (PD-140) for Single Family Residential uses with Cluster Development Standards.

SECTION 2

The development standards, concept plan, concept landscape plan, and concept open space plan of the proposed Planned Development District No. 140 (PD-140), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes, are hereby approved as the development standards, concept plan, concept landscape plan, and concept open space plan for this Planned Development District No. 140 (PD-140).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 140 (PD-140), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," "D," and "E" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

It is hereby declared to be the intention of the Town Council that the 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.

ORDINANCE NO. _____

Page 3**SECTION 7**

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

SECTION 8

All rights and remedies of the Town of Flower Mound 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 of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 10

This Ordinance shall be in full force and effect from and after the date of its passage and publication 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 _____ DAY OF _____, 2016.

APPROVED:_____
Thomas E. Hayden, **MAYOR****ATTEST:**_____
Theresa Scott, **TOWN SECRETARY****APPROVED AS TO FORM AND LEGALITY:**_____
Bryn Meredith, **TOWN ATTORNEY**

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Exhibit "A"
Legal Description

LEGAL DESCRIPTION

103.225 ACRES

Being all that certain lot, tract or parcel of land situated in the Nathaniel E. Thompson Survey, Abstract Number 1270, Town of Flower Mound, Denton County, Texas, and being part of that certain called 100 acre tract of land described in deed to J. A. Miller recorded in Volume 362, Page 294 of the Deed Records of Denton County, Texas, and being part of that certain call 48.424 acre tract of land described in deed to Allen L. Powdermaker and Francois Uhler recorded in Volume 1130, Page 498 of the Deed Records of Denton County, Texas, and being all that certain called 14.500 acre tract of land described in deed to David, Jill and Karin Powdermaker recorded in Volume 1130, Page 498 of the Deed Records of Denton County, Texas, and being all that certain called 30.800 acre tract described in deed to Alan L. Powdermaker and Renate Powdermaker recorded in Volume 1103, Page 506 of the Deed Records of Denton County, Texas, and being all that certain called 6.800 acre tract of land described in deed to Francois Uhler recorded in Volume 1103, Page 609 of the Deed Records of Denton County, Texas, and being all of Lots 1 and 2, Block 1 of the Powdermaker Addition, an addition the the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 80 of the Plat Records of Denton County, Texas, and being all of Tract 1 and Tract 2, of that same tract of land described to Denton County recorded in Document Number 2008-115823, Official Records, Denton County, Texas, and being all that certain called 1.1 acre tract of land described as Tract No. 19 in deed to Denton County recorded in Volume 429, Page 123 of the Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at an axle found at an inner ell corner in the west line of said 100 acre tract and said 48.424 acre tract, being the southeast corner of Lot 1, Block 1 of The Estates at Tour 18, Section One, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet K, Page 232 of the Plat Records of Denton County, Texas, and being the recognized southeast corner of the J. Gibson Survey, Abstract Number 484 and an inner ell corner in the west line of said Nathaniel E, Thompson Survey, Abstract Number 1270;

THENCE N 00°08'15" W, with a west line of said 100 acre tract and said 48.424 acre tract and the most east line of said Lot 1, Block 1, pass at 90.22 feet the most easterly northeast corner thereof, being the southeast corner Lot 10, Block 1 of said addition, continuing with the east line of said Lot 10, passing the northerly northwest corner of said 48.424 acre tract and the southwest corner of said 6.800 acre tract continuing with the west line thereof, passing the northwest corner of said 6.800 acre tract and the westerly southwest corner of said 30.800 acre tract, continuing with the west line thereof, passing at 1607.20 feet the northeast corner of said Lot 10, Block 1 and the southeast corner of Lot 9, Block 1 of said addition, continuing with the east line thereof a total distance of 1719.94 feet to a 1/2" capped rebar set (G&A) at the southwest corner of that certain called 42.0093 acre tract of land described in deed to Joe B. Freeman and wife, Teresa Freeman recorded in Document Number 1997-88963 of the Real Property Records of Denton County, Texas, and being the most northerly northwest corner of said 100 acre tract and said 30.800 acre tract and being the northwest corner of said Lot 1, Block 1, Powdermaker Addition;

ORDINANCE NO. _____

THENCE S 89°56'35" E, 1870.10 feet with the south line of said 42.0093 acre tract and the north line of said 100 acre tract and said 30.800 acre tract, passing the northeast corner of said 30.800 acre tract and the northwest corner of said 14.500 acre tract, continuing with the north line thereof to a 1/2" capped rebar set (G&A) at the northeast corner thereof and the northeast corner of said 100 acre tract and being the northwest corner of that certain called 27.4102 acre tract of land described in deed to Tom W. Kindred recorded in Volume 1379, Page 434 of the Real Property Records of Denton County, Texas, from which a 5/8" capped rebar found (PBS&J) at the southeast corner of said 42.0093 acre tract bears S 89°56'35" E, 60.0 feet;

THENCE S 00°23'10" E, with the east line of said 100 acre tract and said 14.500 acre tract and the west line of said 27.4102 acre tract, passing at 819.85 feet the northwest corner of a called 0.265 acre 40' right-of-way dedication as shown on the plat of Western Elevated Tank Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Document Number 2011-112 of the Plat Records of Denton County, Texas, continuing with the west line of said Western Elevated Tank Addition, passing the southeast corner of said 14.500 acre tract and the northeast corner of said 48.424 acre tract, continuing with the east line thereof 1111.16 feet (called 1106.11 feet in said 27.4102 acre tract deed) to a 1/2" rebar found at the southwest corner of said Western Elevated Tank Addition and the southwest corner of said 27.4102 acre tract, being the northwest corner of that certain called 5.000 acre tract of land described as Tract Two in deed to Prime Time Properties, Inc., recorded in Volume 3112, Page 428 of the Real Property Records of Denton County, Texas;

THENCE S 00°28'05" E, 329.56 feet continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 5.000 acre tract to a 1/2" rebar found at the southwest corner of said 5.000 acre tract, being the northwest corner of that certain called 10.1743 acre tract of land described in deed to Joe B. Freeman and wife, Teresa Freeman recorded in Volume 2444, Page 779 of the Real Property Records of Denton County, Texas;

THENCE S 00°34'25" E, continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 10.1743 acre tract passing at 756.41 feet a 5/8" rebar found at the southeast corner of said 48.424 acre tract and the southwest corner of said 10.1743 acre tract and being on the north line of F.M. 1171 and the north line of said 1.1 acre tract of land, continuing a total distance of 802.16 feet;

THENCE S 89°48'20" W, 1951.54 feet with the south line of said 1.1 acre tract;

THENCE S 88°23'05" W, 462.89 feet with the south line of said 1.1 acre tract;

THENCE N 00°20'40" W, passing at 55.02 feet a 1/2" capped rebar set (G&A) at the northwest corner of said Tract 1, and being on the east line of a 45' right-of-way dedication shown on the aforementioned plat of the Estates at Tour 18, Section One, from which an aluminum TXDOT monument found bears N 88°23'00" E, 0.8 feet, continuing with the west line of said 100 acre tract and said 48.424 acre tract and the east line of said 45' right-of-way dedication, passing at 91.4 feet the northeast corner thereof and the southeast corner of Lot 11, Block 1 of said Estates at Tour 18, Section One, continuing with the east line thereof 477.50 feet to an old wood fence corner post found at the most westerly northwest corner of said 100 acre tract and said 48.424 acre tract, and being the most southerly southwest corner of the aforementioned Lot 1, Block 1, Estates at Tour 18, Section One;

THENCE N 88°43'20" E, 533.40 feet with the common line between said 100 acre tract and said 48.424 acre tract and said Lot 1, Block 1 to the POINT OF BEGINNING and containing approximately 103.225 acres of land

Exhibit "B"
DEVELOPMENT STANDARDS

Planned Development District 140 (PD-140)
The Conservatory Estates

The development on the property comprising approximately 103.225 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-140 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. PERMITTED USES

The following uses shall be the only uses permitted in the Planned Development District.

1. Permitted Uses. The following uses shall be permitted in the Planned Development District, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to Section 98-972;
 - c. Garage Sale, subject to Section 98-982;
 - d. Home occupation, subject to Section 98-984;
 - e. Model home;
 - f. Swimming pool, private; subject to Section 98-996;
 - g. Tennis Courts;
2. Specific Uses: No specific uses requiring the issuance of a specific use permit shall be permitted in PD-140, except:
 - a. Accessory Dwelling, subject to section 98-983.
3. Temporary Uses. Only the following temporary uses may be permitted in PD-140 subject to the approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974
 - b. Building material yard; and
 - c. Field office, temporary
4. Accessory Uses Permitted in Lots Owned by HOA ("X" Lots). The following uses are permitted in PD-140 within lots owned by the Homeowner's Association as shown on the attached Conceptual Site Plan (Exhibit "C")
 - a. Pump Houses:
 - i. Size: 500 sq. ft. maximum
 - ii. Number: Maximum of 5.
 - iii. Construction; In compliance with Town regulations
 - iv. Appearance: Designed to accent the Garden Areas with traditional style.

- v. Purpose: Pump House, irrigation equipment, garden supplies and tools.
- b. Barn;
 - i. Size: 3,200 sq. ft. maximum
 - ii. Number: Maximum of 1.
 - iii. Construction: Stone and Mortar walls with barn doors and pitched roof. In compliance with Town regulations.
 - iv. Appearance: Traditional Scenic Barn
 - v. Purpose: Storage of Equipment and Supplies for husbandry of the woodlands and the scenic agricultural uses.
- c. Conservatory Building; (may be connected to Guard House) at the Entrance.
 - i. Size: 2,400 sq. ft. maximum
 - ii. Number: Maximum of 1.
 - iii. Construction: Masonry Walls with glass windows and engineered roof to consist of aluminum frame with glass panels. In compliance with Town regulations.
 - iv. Appearance: Stone and mortar walls supporting the engineered glass and aluminum roof and windows (European Country or Wine Country appearance).
 - v. Purpose: Workplace for germinating flowers and potted plants to use in the gardens as well as seasonal color. Also, Garden Sitting Area for neighborhood (HOA) committee meetings or small "get-togethers". Possibly, Conservation Education
- d. Carriage House;
 - i. Size: 1,600 sq. ft. maximum
 - ii. Number: Maximum of 1.
 - iii. Construction: Stone and Mortar walls with carriage house doors, 5 each at front and 2 each side doors. In compliance with Town regulations.
 - iv. Appearance: Traditional Carriage House with decorative trim and pitched roof.
 - v. Purpose: Parking for Guards i.e. Administrators, storage of equipment and supplies for the Conservatory, pumps and irrigation equipment for the adjacent ponds, entry landscaping, gates, lighting, and seasonal decorations.
- e. Livestock, subject to Section 98-985.

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. Planned Development (PD) Zoning District 140 Residential Lot Standards:
 - a. Minimum lot area per dwelling. The minimum lot area shall be twenty-seven thousand (27,000) square feet, subject to section 98-1023;
 - b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be one hundred feet (100'), subject to section 98-1024;
 - c. Minimum front yard. The minimum front yard setback shall be thirty feet (30'), subject to section 98-1026.
 - d. Minimum side yard. The minimum side yard shall be ten feet (10'), subject to section 98-1027;
 - e. Minimum rear yard. The minimum rear yard shall be ten feet (10'), subject to section 98-1027.
 - f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be three thousand five hundred square feet (3,500 sq. ft.) for a single story

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building, and four thousand five hundred square feet (4,500 sq. ft.) for a two (2) story building.

- g. Maximum lot coverage. The maximum lot coverage shall be thirty-five percent (35%) for all uses, subject to section 98-129;
- h. Maximum height. The maximum height of buildings and structures shall be three (3) stories or thirty-five feet (35') for all uses, subject to section 98-1031; and

- 2. The dimensional and area regulations contained in this section shall not apply to common areas or lots owned by the homeowner's association for The Conservatory Estates at Flower Mound ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within The Conservatory Estates.

- 1. There shall be a maximum residential lot density of 0.62 dwelling units per gross acres of the entire The Conservatory Estates property which equates to 64 total residential lots.

D. SUPPLEMENTAL STANDARDS

- 1. The development of PD-140 is subject to the approved Environmental Protection Plan.
- 2. The development of PD-140 is subject to an Open Space Management Plan.
- 3. The home owner or home builder may choose to install an ornamental metal fence on the residential lot that is adjacent to open space, or may choose to leave their property unfenced. If a pool is installed, a fence must be constructed either by the homebuilder or homeowner.
- 4. As a Cluster Development, PD-140 shall have a minimum of fifty percent (50%) of the gross land area preserved as open space for the development as depicted in Exhibit "E" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "E" shall be managed. Open Space shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, HOA or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. The final Open Space Management Plan (OSMP) shall conform with the following:
 - a. The Open Space Management Plan shall be in accordance with Ordinance No. 64-13; Section 5/Cross Timbers Conservation District Area Plan (CTCDD)
 - b. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.

- c. Be recorded in the deed records of Denton County Texas as a restriction running with the land prior to the submittal of the first record plat within the development.
 - d. Substantially conform to the draft OSMP submitted to the Planning and Zoning Commission for consideration of the Zoning application (ZPD15-0006) and identified as Attachment "E" of the agenda item.
- 5. A multi-use trail with a minimum width of eight feet (8') shall be provided along FM 1171.
- 6. An equestrian trail with a minimum width of fifteen feet (15') shall be provided along FM 1171 and the eastern boundary of the property along Freeman Road.
- 7. Prior to approval of a record plat, a tree survey shall be submitted and accepted by staff for all areas of the subject property outside of Environmentally Sensitive Areas (ESA's) that are impacted by public improvements including but not limited to roads. Furthermore, a tree survey shall be required for each residential lot at the time a building permit application is sought prior to the construction of any structure. This allows the custom home-builder to have flexibility in the design and placement of buildings in order to optimize the preservation of existing natural features, such as trees, that are unique to each lot.
- 8. A secondary/emergency access with a minimum width of thirteen feet (13') shall be provided as shown on the approved Concept Plan, Exhibit "C".
- 9. Individual lot grading design shall not be required for all residential lots during the Record Plat/Construction Plan phase; however, for those lots not graded on the Grading Plan included in the set of Construction Plans shall require a separate grading plan at the time of building permit submittal and must be completed by an engineer.
- 10. House Pad Benching. Developer shall prepare and submit a complete subdivision design including general grading, drainage and pad elevation plans in accordance with the Engineering Design Criteria and Construction Standards. The grading and drainage within Conservatory and along the perimeter of all lots within each phase of the development shall be complete prior to final acceptance of that phase of the development by the Town. The general pad elevations for the lots within the development shall be included in the subdivision design plans but are not required to be "benched" prior to the Town's final acceptance of each phase of the development. Developer agrees that for each pad site that is not being benched, as identified herein-above, prior to final acceptance of that particular phase the following will occur:
 - a. Developer shall retain a professional licensed engineer to design plans for the review and approval of any modification in the benching data for each and every pad site identified herein as well as any design modifications required to address changes in drainage flows, velocities and direction that deviate from the original approved plans and prepare and submit any proposed

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revisions to the Town for approval and acceptance before each such pad site or group of pad sites within a particular phase is benched;

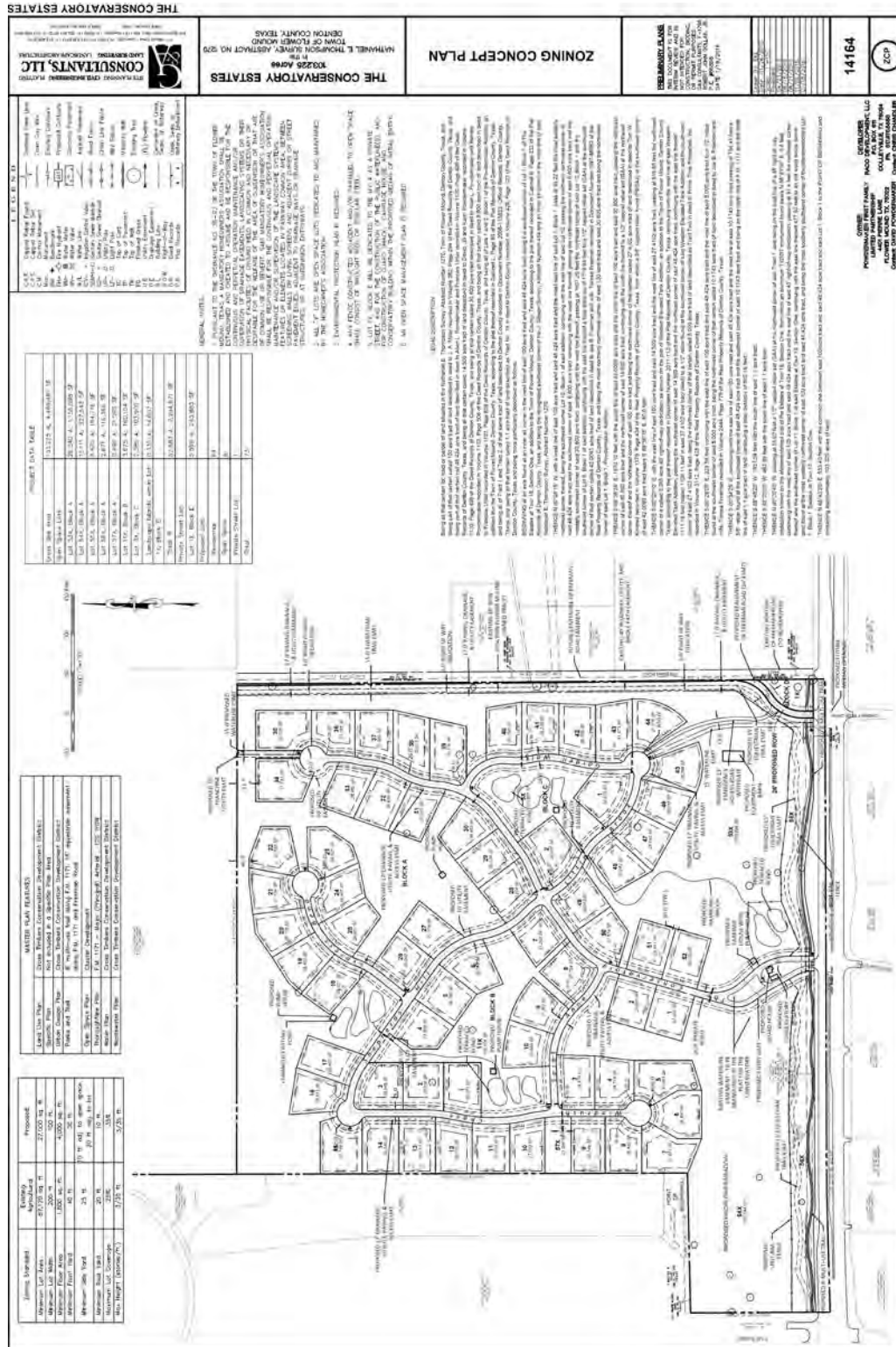
- b. Erosion control measures including silt fencing, check dam, bar ditch and storm water pipe system cleaning shall be performed on a routine basis as needed and no less frequently than at least one time every six months or more frequently as may be required and directed by the Town Manager or his designee;
- c. Developer shall be responsible for weekly monitoring, clean-up and removal of construction debris, waste and litter that is dumped, accumulates or is otherwise stockpiled within the development;
- d. Developer shall remove check dams and silt fencing as appropriate and in accordance with best management practices after all pad sites within the phase have been benched and stabilized and a final phase inspection of the newly benched pad sites has been performed and approved by the Town.

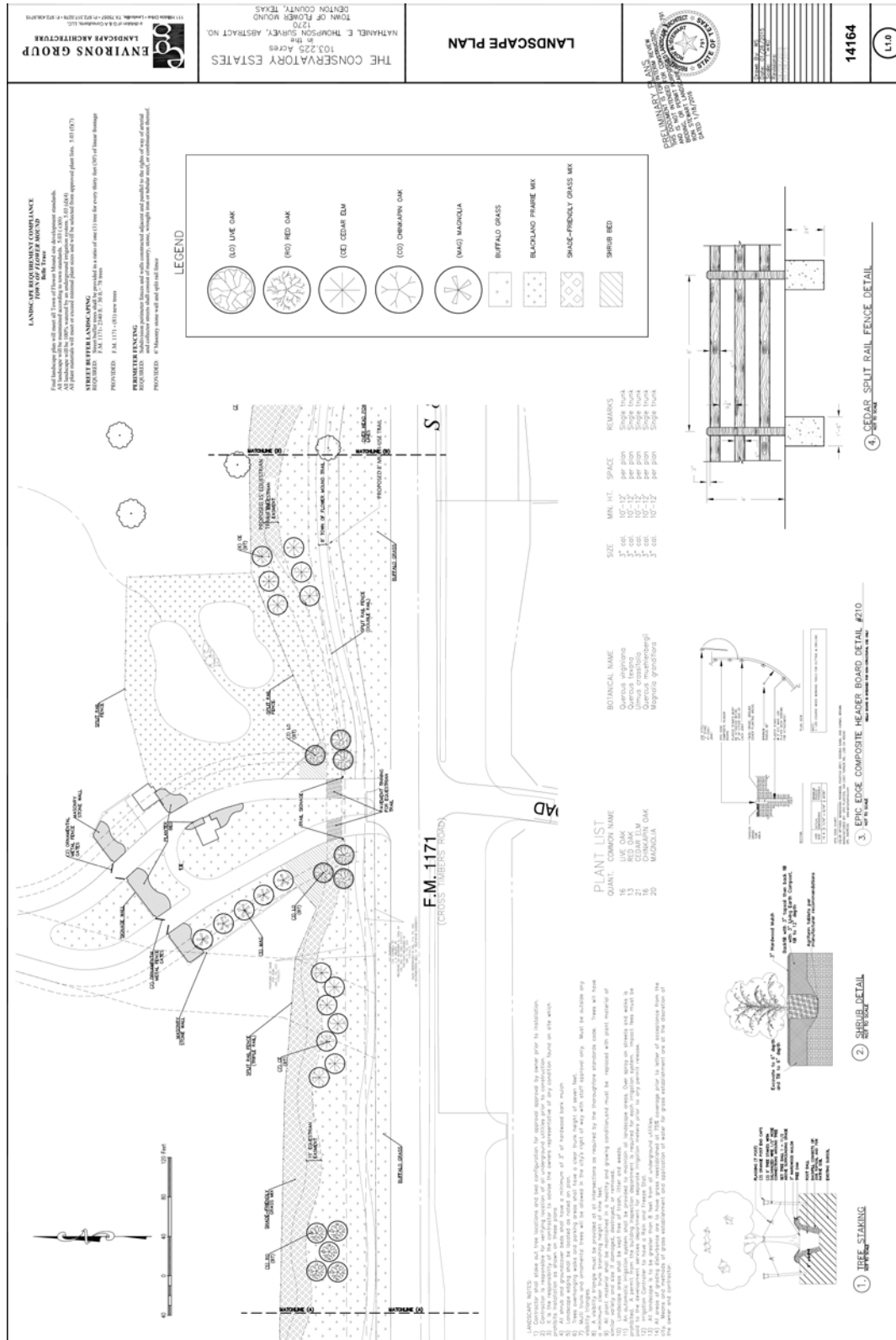
11. The development of PD-140 is subject to the approved Developer's Agreement.

12. All amenity ponds shall have aeration by recirculating pumps or by fountains.

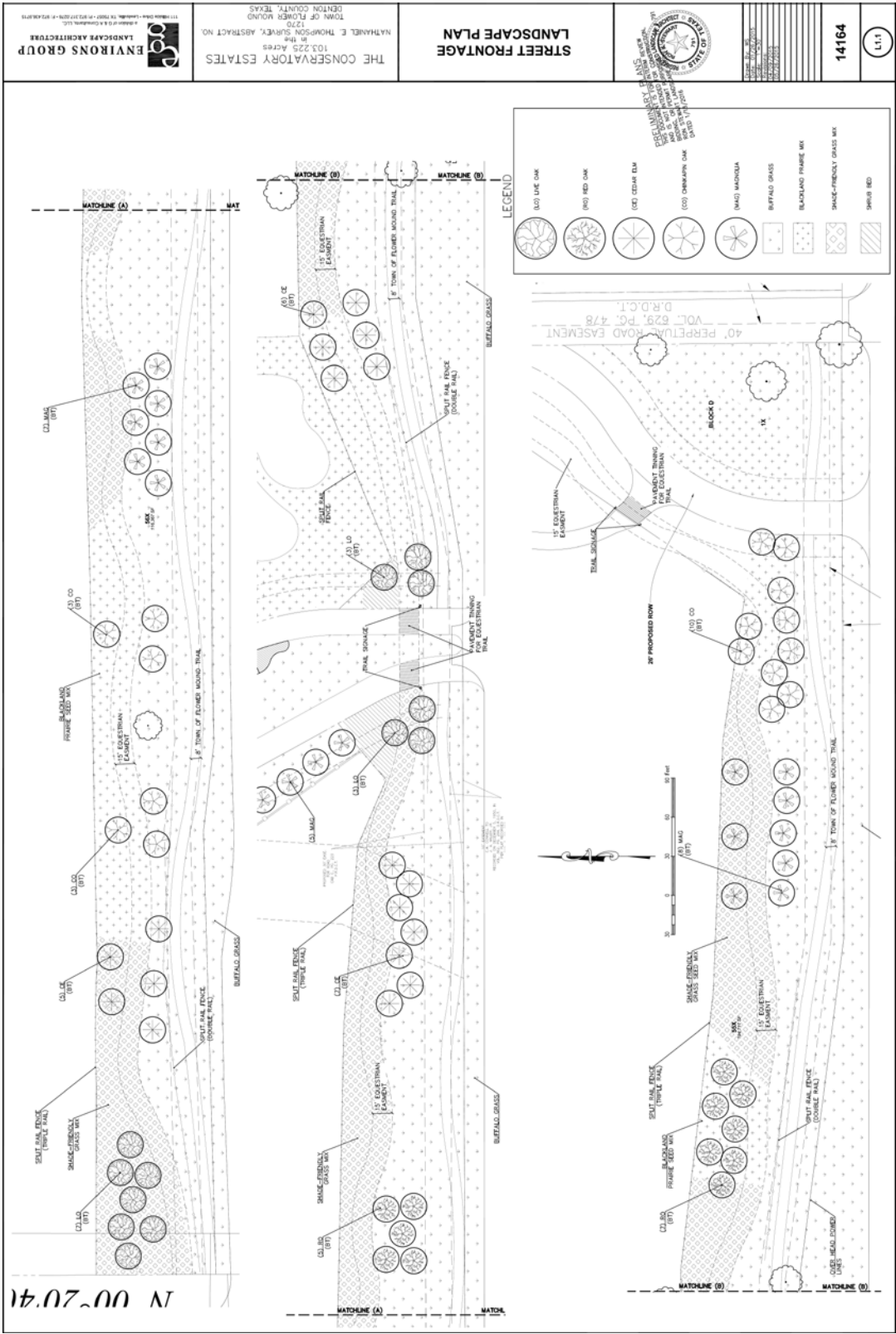
13. All landscaping shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.

Exhibit “C” CONCEPT PLAN





ORDINANCE NO. _____



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Exhibit "E" CONCEPT OPEN SPACE PLAN





TOWN COUNCIL AGENDA ITEM NO. 15 REGULAR ITEM

DATE: February 1, 2016

FROM: Chuck Russell, Town Planner

ITEM: Consider a request for a Development Plan (DP15-0001 – The Conservatory Estates) to develop a residential subdivision, and acceptance of cash in lieu of land in the amount of \$70,425.60 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$88,832.00, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located west of Freeman Road and north of Cross Timbers Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its January 25, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Development Agreement

DRAFT MOTION: Move to approve a Development Plan (DP15-0001 – The Conservatory Estates) to develop a residential subdivision, and acceptance of cash in lieu of land in the amount of \$70,425.60 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$88,832.00, subject to the terms and conditions in the attached Development Agreement, and authorize Mayor to execute same on behalf of the Town.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: January 25, 2016

FROM: Chuck Russell, Town Planner

ITEM: Consider a request for a Development Plan (DP15-0001 – The Conservatory Estates) to develop a residential subdivision. The property is generally located west of Freeman Road and north of Cross Timbers Road. *(The Planning and Zoning Commission tabled this item at its December 14, 2015, meeting.)*

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations. Specifically, this application has been reviewed under the SMARTGrowth program and has met all applicable criteria.

This project has a companion Zoning Planned Development application (ZPD15-0006) for consideration on the same agenda. Approval of this application is contingent on Town Council's approval of the companion Zoning Planned Development application.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the application is to obtain design approval for 64 buildable, single-family lots with a minimum lot size of 27,000 square feet. The site contains approximately 103.23 acres of land. The proposed development will have primary access points from Cross Timbers Road and emergency access from a proposed realigned Freeman Road. Since the property is located outside the Town's wastewater service area, all proposed residential lots will contain individual septic systems.

The subject property is zoned Agricultural District (A). In conjunction with the development plan, a request for rezoning (ZPD15-0006 – The Conservatory Estates) is being considered to change the zoning to Planned Development District No. 140 (PD-140) for a cluster development. The proposed Development Plan is in compliance with the PD-140 standards as proposed, as

well as the cluster development standards outlined in the Cross Timbers Conservation Development District (CTCDD) Area Plan of the Master Plan.

On July 7, 2015, the Environmental Conservation Commission (ECC) reviewed a proposed concept plan depicting open space areas and recommended approval. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the July 7, 2015, ECC meeting is:

<http://flowermoundtx.swagit.com/play/07072015-989/#7>

On June 4, 2015, the Parks, Arts and Library Services (PALS) Board recommended approval to Town Council that cash, in the amount of \$70,425.60, be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$88,832.00 for the Conservatory Estates project. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

On June 4, 2015, the Parks, Arts and Library Services (PALS) Board also recommended denial to Town Council of the proposed 15-foot Equestrian Trail and 8-foot Town Multi-use Trail locations provided per a previous draft Development Plan. After modifications were made by the applicant, this item was reconsidered at the October 8, 2015, PALS meeting and a recommendation of approval was made to Town Council of the proposed 15-foot Equestrian Trail and 8-foot Town Multi-use Trail locations provided per the current draft Development Plan.

The link to the June 4, 2015, PALS meeting is:

<http://flowermoundtx.swagit.com/play/06042015-781/#8>

The link to the October 8, 2015, PALS meeting is:

<http://flowermoundtx.swagit.com/play/10082015-802/#8>

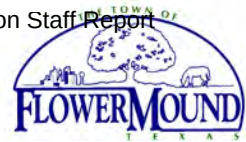
III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

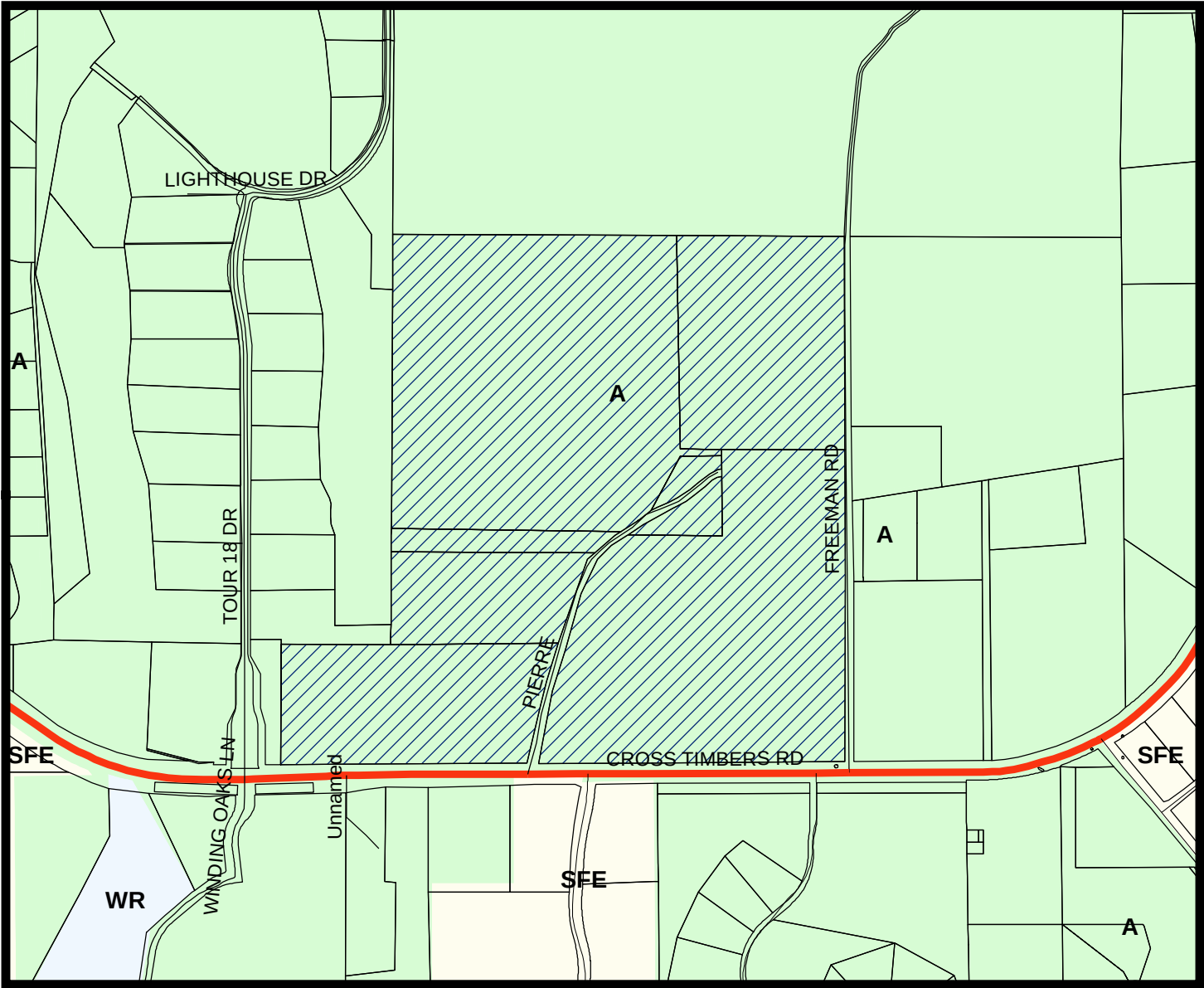
B. Application Details

1. Revised Development Plan Package



Vicinity Map

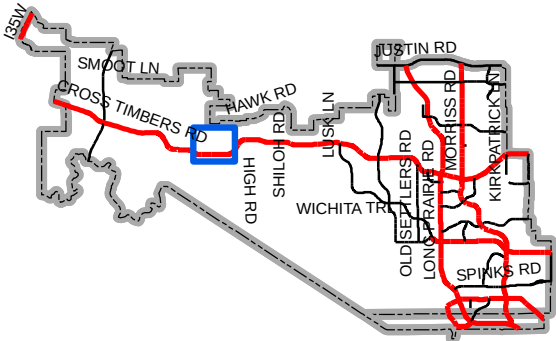
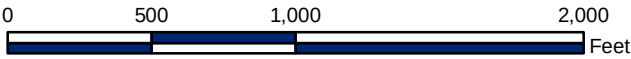
Reference Project: DP15-0001



LEGEND

- Agriculture
- Single Family Estate
- Water Recreation

Subject Property



Map Location



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798

TBPLS Firm No. 10047700

April 23, 2015

Mr. Doug Powell
Executive Director of Development Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: PD ZONING CHANGE REQUEST – The Conservatory Estates - Letter of Intent
G&A Job No. 14164**

Mr. Powell:

Please accept this letter, on behalf of Raco Development, as an explanation of the proposed planned development zoning change request on approximately 103.225 acres of land located along FM 1171, directly east of the Estates at Tour 18, and within the Cross Timbers Conservation Development District that is currently zoned agricultural. A Development Plan application has also been submitted concurrently with this request.

The Conservatory Estates will be a high quality, gated, open space community with a total of 64 residential lots, 4 "X" lots that consist of over 51 acres of open space, four amenity ponds, a rambling brook, wildflower meadows, preserved tree stands, expansive natural buffers and scenic vistas along FM 1171, extensions of Town's multi-use trail and equestrian trail, and an enhanced private entrance. Each lot is directly adjacent to open space in the rear, with 20' open space buffers between all lots. The development is in accordance with the Master Plan update from 2013 regarding cluster developments within the CTCDD and a maximum .62 du/ac density. The development will be completed in a single phase.

The enhanced entry to the site will include a divided entrance drive in a curvilinear design up to a guard house and the entry gates. One of the four amenity ponds is located at this entrance to create an elaborate view and drive experience. The 'look and feel' of The Conservatory Estates is old world estate and it will include a split rail fence along FM 1171 within the landscape buffer.

A secondary access point is located east of the main entrance. This 13' drive, which will be used for emergency access, will intersect with the proposed realignment of Freeman Road. We are proposing that RACO Development will provide a 40' Private Access Easement to allow access from Freeman Road to the median cut at the entrance to Chimney Rock. Please refer to the letter from RACO Development dated March 30, 2015 for a more detailed description. The

The Conservatory – PD Zoning Application
April 23, 2015
Page 2 of 2

proposed street section for the Conservatory Estates will be an estate residential street that has a pavement width of 26' with 17' drainage and utility easements on each side.

The proposed PD standards for this development are similar to the Single Family-15 (SF-15) zoning district within the Town's Code of Ordinance and include a lot area minimum of 26,000 square feet, a minimum lot width of 100', and setbacks of 30' for the front yard, 20' for the rear yards, and 10' for the side yards. Additional requirements that are requested within the proposed Development Standards include a minimum amount of open space of 50%, possible future improvements within the open space areas, and the option for the home owner or home builder to choose whether or not to install an ornamental metal fence adjacent to open space areas.

We would like to respectfully request an exception to the upland habitat mitigation requirement. Our client is exceeding tree preservation requirements by saving 71% of the existing tree canopy. We feel that the amount of preservation as well as an exceptional subdivision design merits an exemption from the mitigation requirement. An EPP has been prepared and submitted with this application.

An additional request by Raco Development is to dedicate approximately 3.6 acres of parkland in the form of a minimum 50' wide Parks Easement along the South border of The Conservatory Estates property, which would be deducted from the park land dedication requirement and fees in lieu of dedication. This easement will include the 15' Equestrian Easement and 8' Multi-Use Trail. This area would include enhanced landscape beyond the Town's minimum requirements. They would like to present this request to the Town's Parks, Arts, and Library Services Board on May 7th, 2015. A more detailed description is available in the letter from RACO Development, dated March 30, 2015.

Please feel free to contact us to discuss any comments or questions you have during the review of this request.

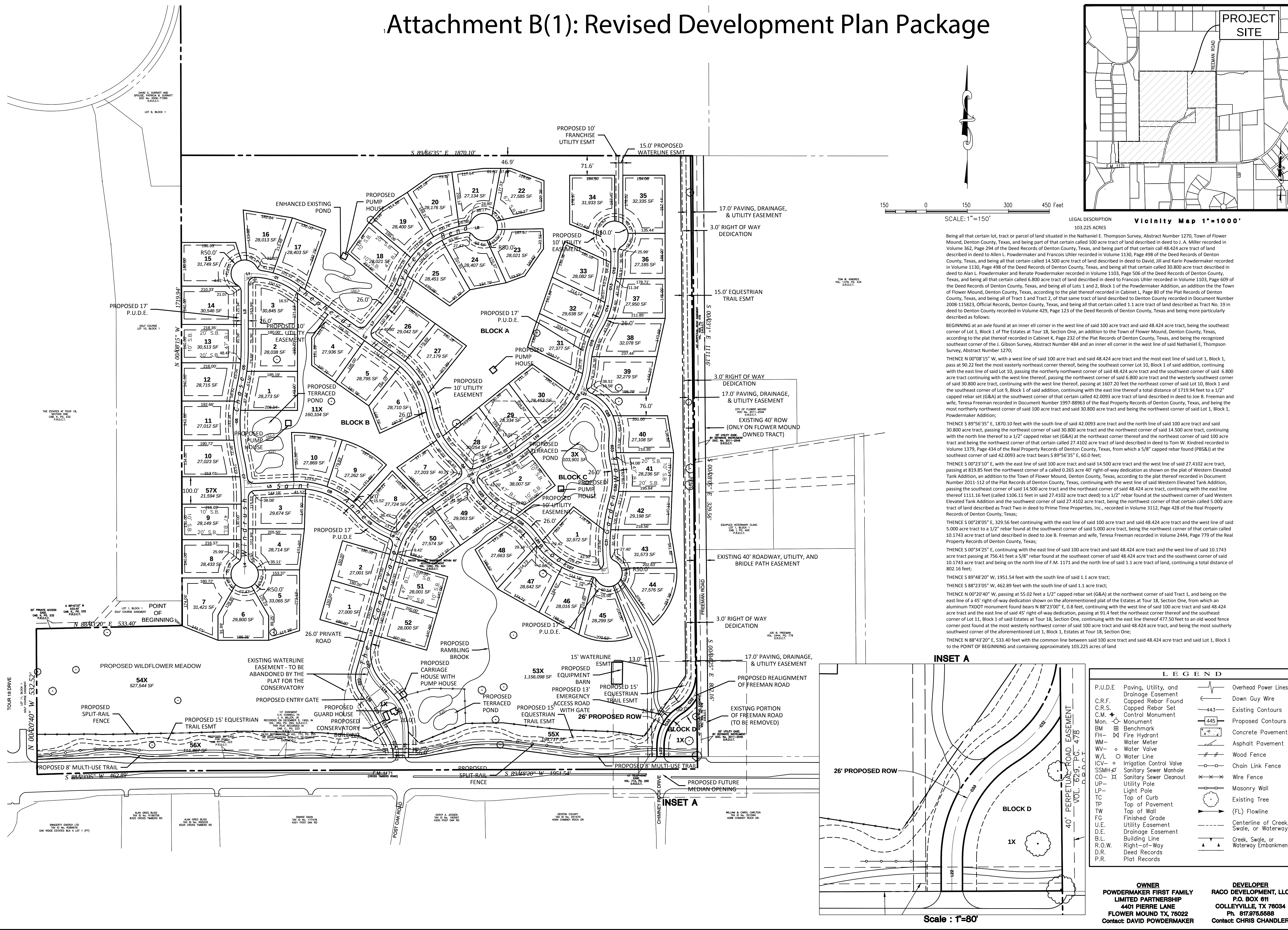
Sincerely,

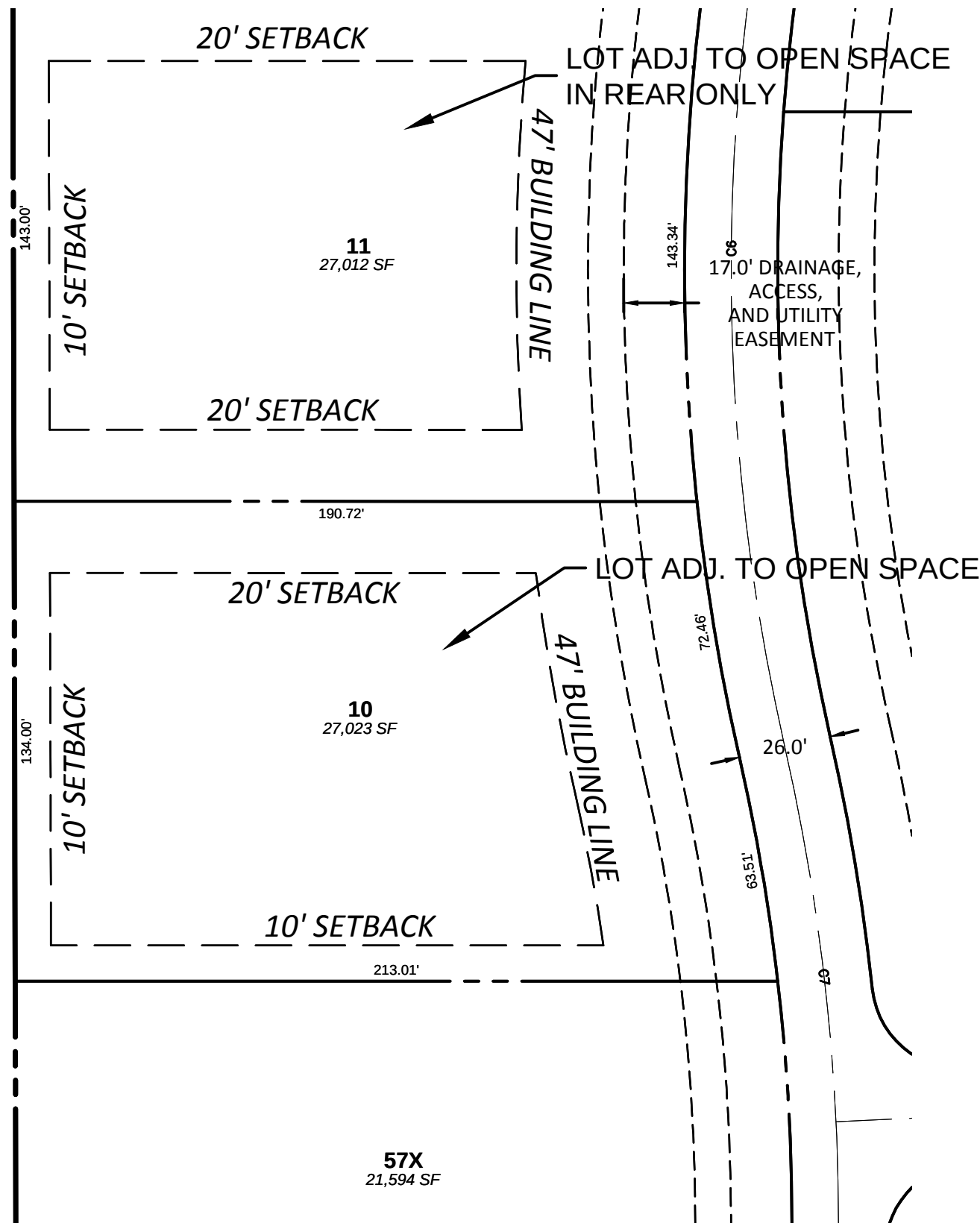


Randi L. Rivera, AICP

cc: Mr. Robert J. Dollak, Jr., P.E.
Mr. Raman Chandler, Raco Development

Attachment B(1): Revised Development Plan Package





TYPICAL LOT SETBACK DETAIL
Scale 1"=40'

Zoning Standard	Existing: Agricultural	Proposed:
Minimum Lot Area	87,120 sq. ft	27,000 sq. ft
Minimum Lot Width	200 ft	100 ft.
Minimum Floor Area	1,800 sq. ft.	4,000 sq. ft.
Minimum Front Yard	40 ft.	30 ft.
Minimum Side Yard	25 ft.	10 ft. adj. to open space, 20 ft. adj. to lot
Minimum Rear Yard	20 ft.	10 ft.
Maximum Lot Coverage	25%	35%
Max Height (stories/ft.)	3/35 ft.	3/35 ft.

MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conservation Development District
Specific Plan	Not included in a Specific Plan Area
Urban Design Plan	Cross Timbers Conservation Development District
Parks and Trail	8' multi-use trail along F.M. 1171, 15' equestrian easement along F.M. 1171 and Freeman Road
Open Space Plan	Cluster Development
Thoroughfare Plan	F.M. 1171 – Major (Principal) Arterial : 120' ROW
Water Plan	Cross Timbers Conservation Development District
Wastewater Plan	Cross Timbers Conservation Development District

PROJECT DATA TABLE	
Gross Site Area	103.225 A; 4,496,481 SF
Open Space Lots:	
Lot 53X, Block A	26.540 A; 1,156,098 SF
Lot 54X, Block A	12.111 A; 527,543 SF
Lot 55X, Block A	4.470 A; 194,716 SF
Lot 56X, Block A	2.671 A; 116,366 SF
Lot 57X, Block A	0.496 A; 21,593 SF
Lot 11X, Block B	3.675 A; 160,104 SF
Lot 3X, Block C	2.385 A; 103,900 SF
Landscape Islands within Lot 1X, Block E	0.335 A; 14,607 SF
Total: 8	52.683 A; 2,294,871 SF
Private Street Lot:	
Lot 1X, Block E	5.599 A; 243,883 SF
Proposed Lots:	
Residential	64
Open Space	8
Private Street Lot	1
Total:	73

LOT / BLOCK ANALYSIS				
LOT	BLOCK	SQUARE FEET	ACRES	
1	BLOCK A	27,000	0.620	
2	BLOCK A	27,000	0.620	
3	BLOCK A	29,673	0.681	
4	BLOCK A	28,713	0.659	
5	BLOCK A	33,065	0.759	
6	BLOCK A	29,800	0.684	
7	BLOCK A	31,421	0.721	
8	BLOCK A	28,432	0.653	
9	BLOCK A	28,149	0.646	
10	BLOCK A	27,023	0.620	
11	BLOCK A	27,012	0.620	
12	BLOCK A	28,715	0.659	
13	BLOCK A	30,512	0.700	
14	BLOCK A	30,546	0.701	
15	BLOCK A	31,748	0.729	
16	BLOCK A	28,013	0.643	
17	BLOCK A	28,402	0.652	
18	BLOCK A	28,020	0.643	
19	BLOCK A	28,399	0.652	
20	BLOCK A	28,176	0.647	

LOT / BLOCK ANALYSIS				
LOT	BLOCK	SQUARE FEET	ACRES	
21	BLOCK A	27,134	0.623	
22	BLOCK A	27,585	0.633	
23	BLOCK A	28,021	0.643	
24	BLOCK A	28,407	0.652	
25	BLOCK A	28,450	0.653	
26	BLOCK A	29,041	0.667	
27	BLOCK A	27,179	0.624	
28	BLOCK A	30,254	0.695	
29	BLOCK A	28,333	0.650	
30	BLOCK A	28,463	0.653	
31	BLOCK A	27,377	0.628	
32	BLOCK A	29,637	0.680	
33	BLOCK A	28,082	0.645	
34	BLOCK A	31,932	0.733	
35	BLOCK A	32,335	0.742	
36	BLOCK A	27,184	0.624	
37	BLOCK A	27,950	0.642	
38	BLOCK A	32,078	0.736	
39	BLOCK A	32,279	0.741	
40	BLOCK A	27,108	0.622	

LOT / BLOCK ANALYSIS				
LOT	BLOCK	SQUARE FEET	ACRES	
41	BLOCK A	28,236	0.648	
42	BLOCK A	29,198	0.670	
43	BLOCK A	31,572	0.725	
44	BLOCK A	27,575	0.633	
45	BLOCK A	28,298	0.650	
46	BLOCK A	28,015	0.643	
47	BLOCK A	28,642	0.658	
48	BLOCK A	27,662	0.635	
49	BLOCK A	29,063	0.667	
50	BLOCK A	27,573	0.633	
51	BLOCK A	28,000	0.643	
52	BLOCK A	28,000	0.643	
53X	BLOCK A	1156,098	26.540	
54X	BLOCK A	527,543	12.111	
55X	BLOCK A	194,716	4.470	
56X	BLOCK A	116,366	2.671	
57X	BLOCK A	21,593	0.496	
1	BLOCK B	28,272	0.649	
2	BLOCK B	28,038	0.644	
3	BLOCK B	30,845	0.708	

LOT / BLOCK ANALYSIS				
LOT	BLOCK	SQUARE FEET	ACRES	
4	BLOCK B	27,935	0.641	
5	BLOCK B	28,794	0.661	
6	BLOCK B	28,710	0.659	
7	BLOCK B	27,202	0.624	
8	BLOCK B	27,724	0.636	
9	BLOCK B	27,261	0.626	
10	BLOCK B	27,869	0.640	
11X	BLOCK B	160,104	3.675	
1	BLOCK C	32,971	0.757	
2	BLOCK C	38,006	0.873	
3X	BLOCK C	103,900	2.385	

GENERAL NOTES:

- PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAYS.
- ALL "X" LOTS ARE OPEN SPACE LOTS DEDICATED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- ENVIRONMENTAL PROTECTION PLAN IS REQUIRED.
- ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
- LOT 1X, BLOCK E WILL BE DEDICATED TO THE H.O.A AS A PRIVATE STREET, AND FOR THE CONSTRUCTION OF THE PUBLIC WATERLINE(S), AND FOR CONSTRUCTION OF GUARD SHACK, CARRIAGE HOUSE, AND CONSERVATORY BUILDING WITHIN THE PROPOSED MEDIAN OF INITIAL ENTRY.
- AN OPEN SPACE MANAGEMENT PLAN IS REQUIRED.

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	275.00'	35°25'00"	169.99'	N 72°17'05" W, 167.29'
C2	300.00'	44°16'02"	231.78'	N 32°26'34" W, 226.06'
C3	300.00'	36°36'31"	191.68'	S 28°36'49" E, 188.44'
C4	300.00'	16°58'21"	88.87'	N 38°25'54" W, 88.54'
C5	600.00'	12°50'19"	134.45'	N 06°25'34" E, 134.16'
C6	600.00'	25°40'38"	268.89'	S 00°00'25" W, 266.65'
C7	600.00'	12°50'19"	134.45'	N 06°24'45" W, 134.16'
C8	300.00'	51°17'35"	268.57'	N 67°04'43" W, 259.69'
C9	300.00'	23°58'37"	125.54'	S 53°25'14" E, 124.63'
C10	300.00'	18°07'08"	94.87'	N 29°52'54" E, 94.48'
C11	300.00'	64°11'05"	336.07'	S 52°54'52" W, 318.77'
C12	275.00'	14°10'33"	68.04'	N 07°05'41" E, 67.87'
C13	275.00'	8°58'37"	43.09'	S 09°41'40" W, 43.04'
C14	300.00'	25°38'17"	134.24'	N 18°01'30" E, 133.12'
C15	300.00'	26°44'33"	140.02'	S 17°28'22" W, 138.76'
C16	300.00'	48°56'39"	256.27'	N 28°34'25" E, 248.55'
C17	300.00'	12°33'15"	65.73'	N 59°19'22" E, 65.60'

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C18	300.00'	11°05'05"	58.04'	S 60°03'28" W, 57.95'
C19	300.00'	39°28'59"	201.50'	S 35°16'25" W, 197.73'
C20	163.00'	58°29'17"	166.39'	S 13°12'43" E, 159.26'
C21	188.50'	42°15'23"	139.02'	N 21°19'39" W, 135.89'
C22	87.00'	57°03'12"	77.52'	S 09°29'40" E, 74.98'
C23	200.00'	6°06'19"	21.31'	N 31°58'06" W, 21.30'
C24	140.00'	28°42'59"	70.17'	N 14°33'27" W, 69.44'
C25	275.00'	33°48'46"	162.29'	S 47°38'30" E, 159.95'
C26	275.00'	27°35'37"	132.44'	N 50°45'04" W, 131.16'
C27	275.00'	59°33'58"	285.90'	S 66°44'14" E, 273.19'
C28	150.00'	71°21'40"	186.82'	N 29°26'30" W, 174.98'
C29	275.00'	19°03'43"	91.49'	S 03°17'32" E, 91.07'
C30	275.00'	29°05'46"	139.65'	N 01°43'29" E, 138.16'
C31	600.00'	25°38'27"	268.51'	S 03°27'09" W, 266.28'
C32	150.00'	37°41'34"	98.68'	N 39°18'44" E, 96.91'
C33	150.00'	58°09'31"	152.26'	S 29°04'46" W, 145.81'

LOT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°59'35" E	27.66'
L2	S 54°34'35" E	451.77'
L3	N 00°00'25" E	277.58'
L4	N 00°00'25" E	289.18'
L5	S 87°16'30" W	181.09'
L6	N 65°24'33" W	49.03'
L7	N 38°56'27" E	150.75'
L8	S 85°00'25" W	46.26'
L9	N 00°00'37" E	101.51'
L10	S 53°02'45" E	171.25'
L11	N 65°36'00" E	102.79'

LOT LINE TABLE		
LINE	BEARING	DISTANCE
L12	N 54°30'55" E	165.45'
L13	N 16°01'56" E	459.58'
L14	N 42°27'21" W	69.04'
L15	N 00°11'58" W	94.39'
L16	N 35°01'16" W	70.54'
L17	N 28°54'57" W	108.97'
L18	N 00°11'58" W	4.93'
L19	N 29°56'43" W	39.42'
L20	N 36°57'15" W	30.00'
L21	N 65°07'20" W	36.28'
L22	N 00°00'00" E	40.86'

SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
11 Hillside Drive • Lewisville, TX 76057 • P: 817.248.9712 • F: 817.248.9715
610 Bryon Avenue • Denton, TX 76201 • P: 817.386.0463
TSP#S Firm No. 10047700

THE CONSERVATORY ESTATES
103.225 Acres
in the
NATHANIEL E. THOMPSON SURVEY, ABSTRACT NO. 1270
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

**DEVELOPMENT PLAN
NOTES**

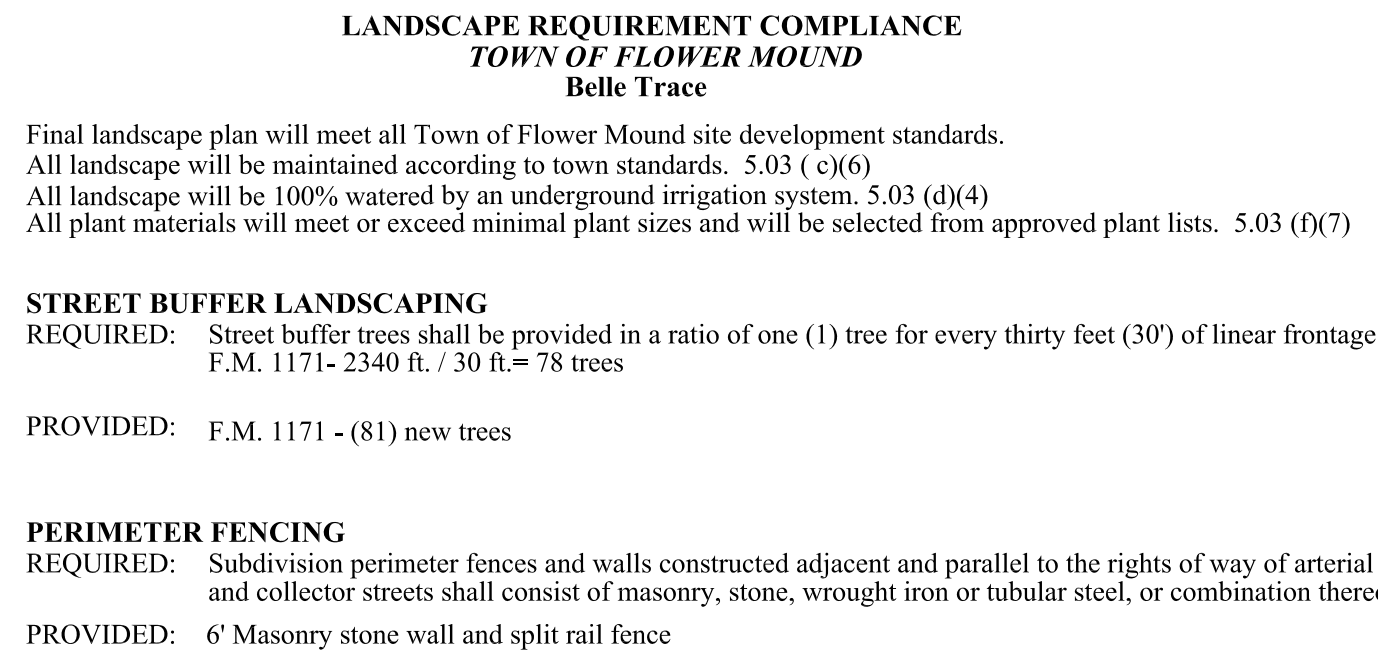
PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A CONSULTANTS, P-1798
ROBERT JOHN DOLLAK, JR.,
P.E. #86898
DATE 1/18/2016

Drawn By: CMK
Date: 01/26/2015
Scale: N.T.S.
Revisions:
04/23/2015
06/18/2015
08/21/2015
11/05/2015
01/18/2016

14164

OWNER/DEVELOPER
RACO DEVELOPMENT, LLC
P.O. BOX 611
COLLEYVILLE, TX 76034
Ph. 817.876.5588
Contact CHRIS CHANDLER

D2



nk

8'

791

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
FOR CONSTRUCTION
AND IS NOT INTENDED
FOR BIDDING, OR PERMIT
PURPOSES
RON STEWART LANDSCAPE ARCHITECT
791
DATED 1/18/2016

791

STATE OF TEXAS

USE STEEL
1/2" DIA.
AT EACH
JOINT

EPIC EDGE
COMPOSITE HEADER
BOARD

PLASTIC STAKES MUST
BE ATTACHED WITHIN
4" OF EITHER SIDE OF
EACH JOINT

FINISH GRADE, GROUND
AROUND
OVER PLANTING AREAS

MINIMUM
RADIUS: 30'

PLASTIC STAKE
Ø 3/4" DIA. MAX. USE
PLATED DECK SCREWS
FOR ATTACHMENT

FINISHED
GRADE
TURF
AREA

SECTION

PLAN VIEW

NOTE:
1. USE COARSE WOOD MORRIS TOOLS FOR CUTTING & DRILLING

HOR. SIZE	ACTUAL DIMENSIONS	MINIMUM RADIUS POSSIBLE
1 x 6	5 7/16" x 9 7/16"	4' 20 3/4"

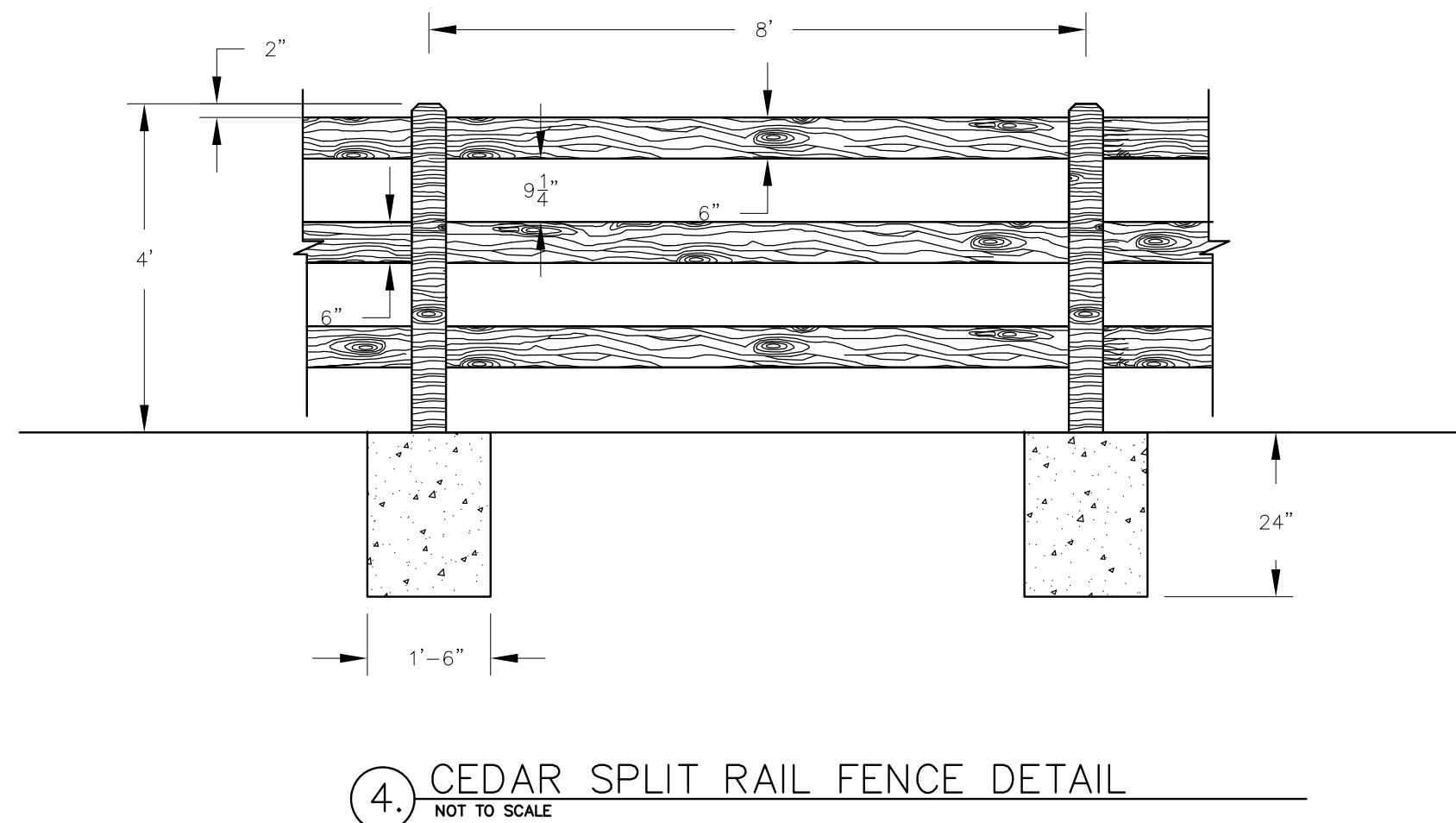
EPIC EDGE CHART

COLOR OPTIONS: MENDOCINO REDWOOD, PACIFICA GREY, SEDONA SAND, AND CARNEL BROWN
 MANUFACTURED BY: EPIC PLASTICS, 104 EAST TURNER RD., LUDLOW KA 50242
 URL ADDRESS: www.epicplastics.com

3. **EPIC EDGE COMPOSITE HEADER BOARD DETAIL**

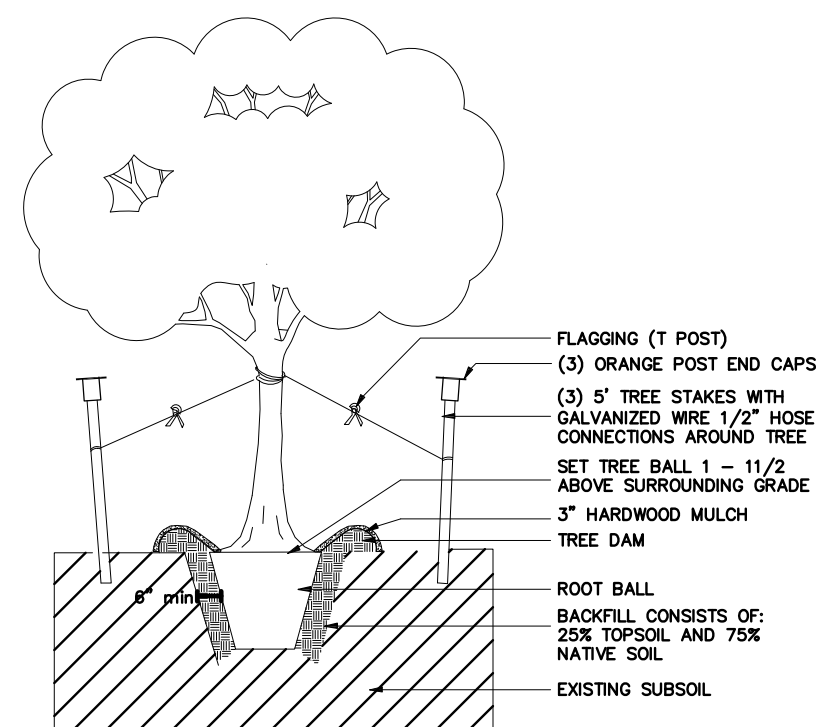
NOT TO SCALE

BELLA BOARD IS INTENDED FOR NON-STRUCTURAL USE ONLY

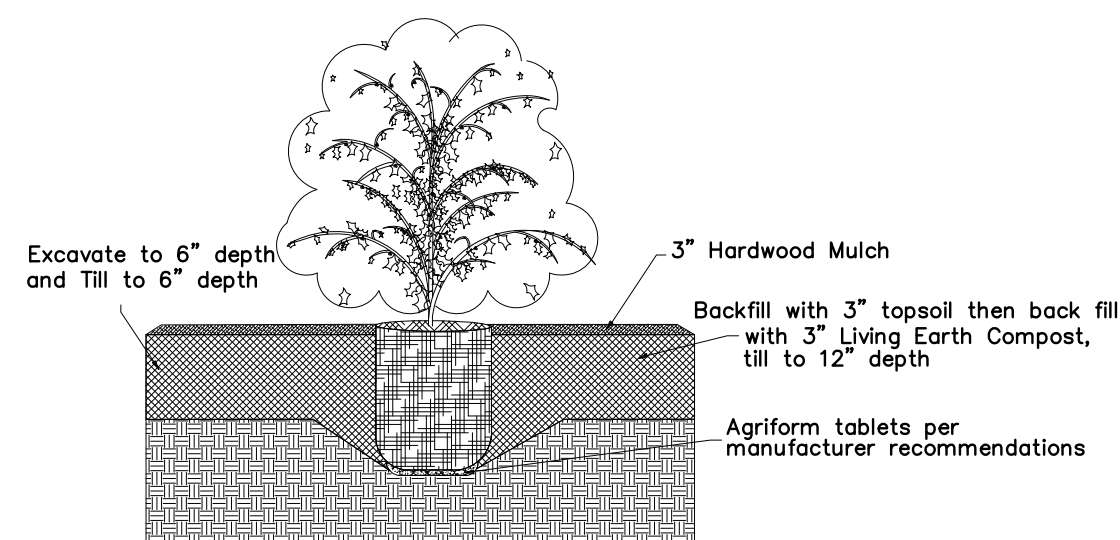


LANDSCAPE NOTES:

- Contractor shall stake out tree locations and bed configuration for approval approval by owner prior to installation.
- Contractor is responsible for verifying location of all underground utilities prior to construction.
- It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans
- Shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch
- Landscape edging shall be located as noted on plan.
- Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
- Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
- A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
- All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
- Landscape areas shall be kept free of trash, litter and weeds.
- An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
- Irrigation Controller to have a Rain and Freeze Stat.
- All landscape is to be greater than 8 feet from underground utilities.
- All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.



1. TREE STAKING
NOT TO SCALE



2. SHRUB DETAIL
NOT TO SCALE

3. EPIC EDGE COMPOSITE HEADER BOARD DETAIL #210
NOT TO SCALE BELLA BOARD IS INTENDED FOR NON-STRUCTURAL USE ONLY

4. CEDAR SPLIT RAIL FENCE DETAIL
NOT TO SCALE

ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of C. & A. Consultants, LLC

THE CONSERVATORY ESTATES
103.225 Acres
in the
NATHANIEL E. THOMPSON SURVEY, ABSTRACT NO.
1270
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

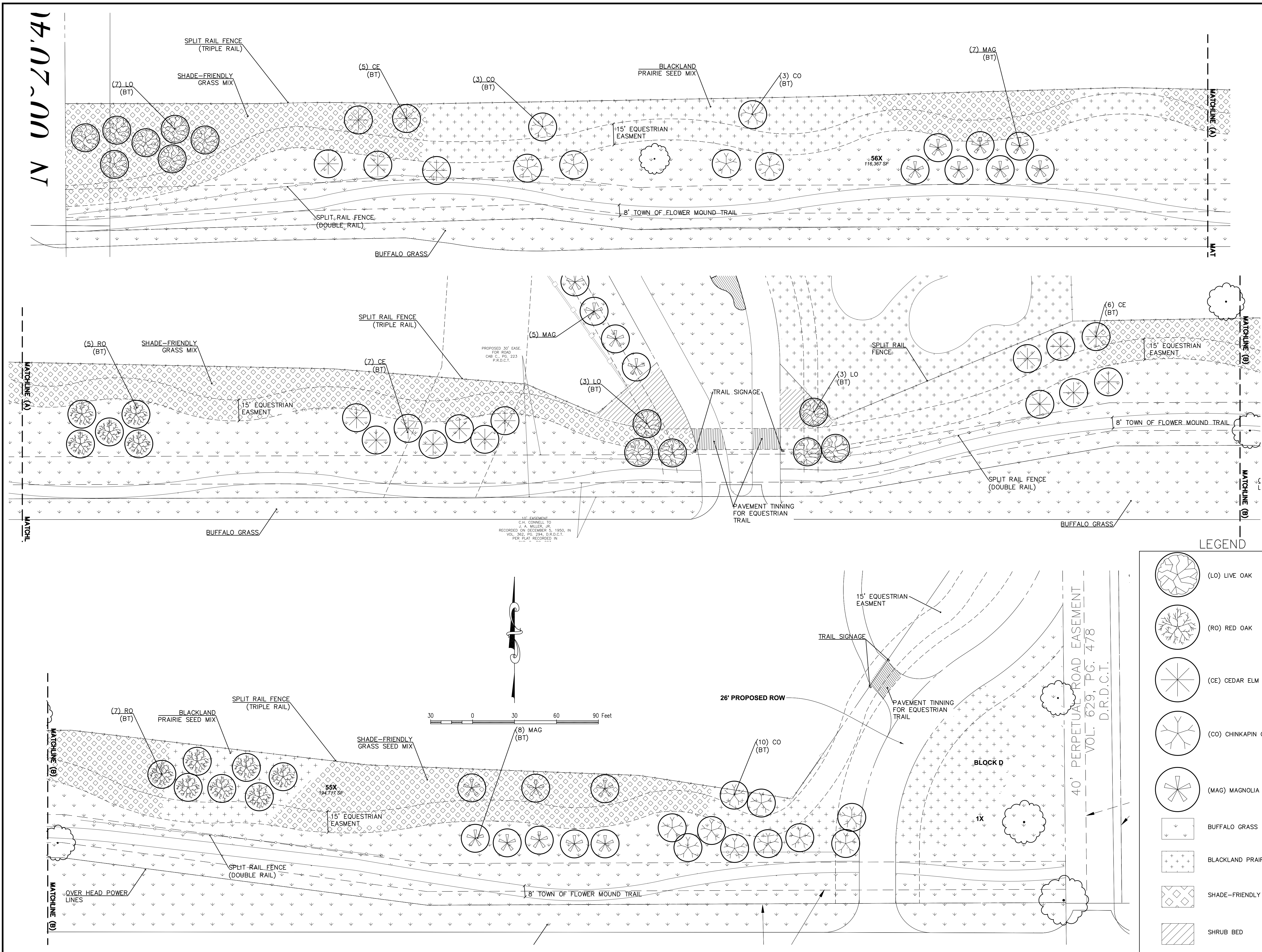
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Scale: 1"=40'
Revisions:
04/09/2015
05/26/2015

14164

L1.0

File: Z:\2014\14164\Drawings\Prelim Plot\SHEETS\14164 PP LS
 Plotted: 1/18/2016 12:24 PM, by William Swarden, Saved: 1/18/2016 12:18 PM, by William

Fig. 3. Street Frontage Landscape Plan, Block D, 14166, PG. 45
Printed: 1/18/2016 12:28 PM by William G. Goss, Jr. 1/18/2016 12:18 PM, by William



LEGEND

- (LO) LIVE OAK
- (RO) RED OAK
- (CE) CEDAR ELM
- (CO) CHINKAPIN OAK
- (MAG) MAGNOLIA
- BUFFALO GRASS
- BLACKLAND PRAIRIE MIX
- SHADE-FRIENDLY GRASS MIX
- SHRUB BED

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION.
NO PERMIT REQUIRED FOR CONSTRUCTION.
BIDDING, OR PERMIT REQUIRED FOR CONSTRUCTION.
RON STEWART LANDSCAPE ARCHITECTURE
DATED 1/18/2016

Drawn By: WS
Date: 01/26/2015
Scale: 1"=30'
Revisions:
04/09/2015
05/26/2015

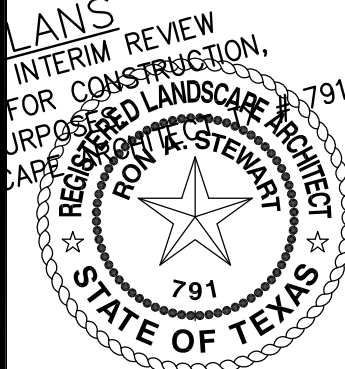
14164

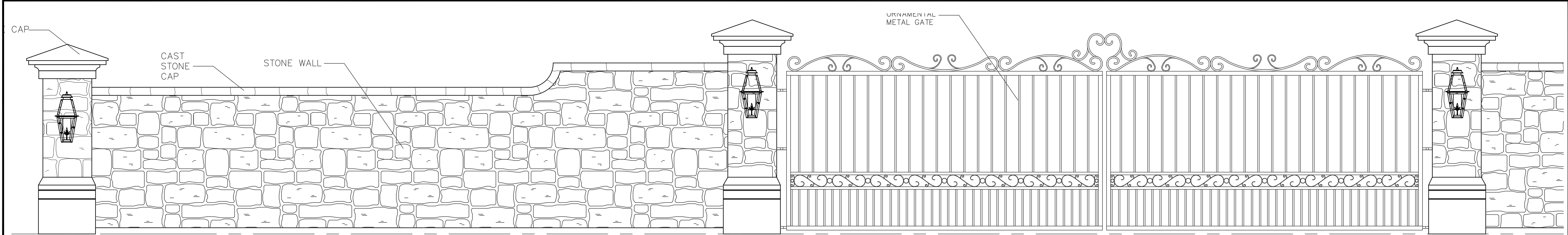
L1.1

ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of G & A Consultants, LLC.
111 Hilde Drive • Lewisville, TX 75057 • P: 972.317.0276 • F: 972.436.9715

THE CONSERVATORY ESTATES
103.225 Acres
in the
NATHANIEL E. THOMPSON SURVEY, ABSTRACT NO. 1270
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

STREET FRONTAGE
LANDSCAPE PLAN



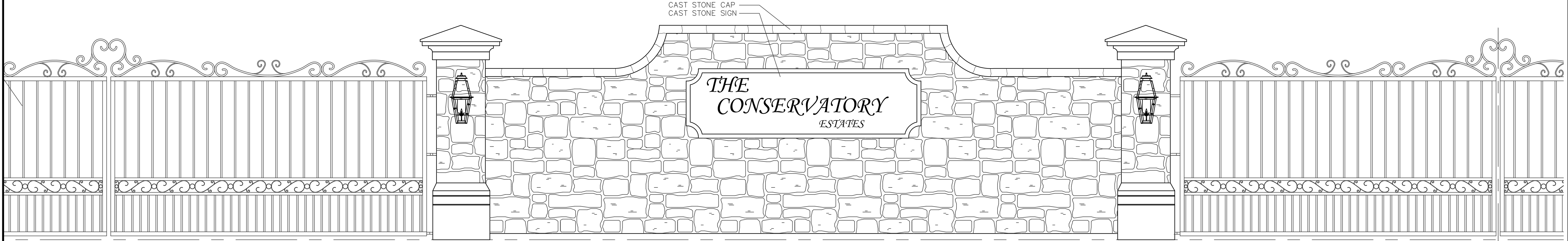


FOUNDATIONS & PIERS
DESIGNED & SEALED BY
LICENSED STRUCTURAL
ENGINEER

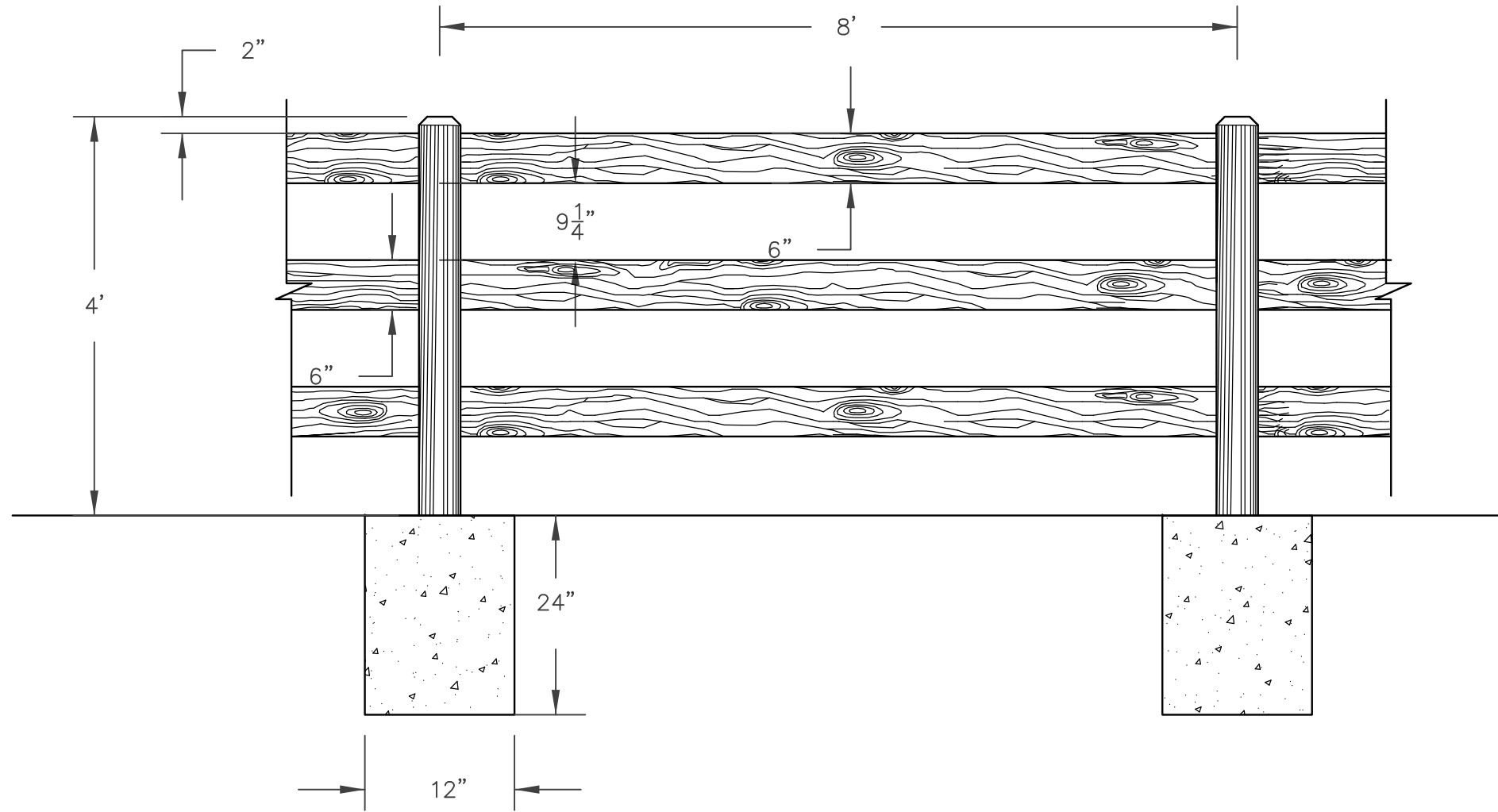
MANUFACTURER TO SUBMIT SHOP
DRAWINGS FOR FINAL DESIGN.

WELD NOTES: ALL WROUGHT IRON AND
FIELD WELDS TO BE PRIMED AND
PAINTED.

1. ENTRY WALL AND GATE
SCALE: 1/2"=1'



2. ENTRY SIGNAGE
SCALE: 1/2"=1'



3. SPLIT RAIL FENCE DETAIL
NTS

ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of G & A Consultants, LLC.
111 Hildebrand Drive • Lewisville, TX 75057 • P: 972.317.0276 • F: 972.436.9715



THE CONSERVATORY ESTATES
103.225 Acres
in the
NATHANIEL E. THOMPSON SURVEY, ABSTRACT NO. 1270
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE DETAIL

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 1/18/2016



Drawn By: RLS
Date: 01/26/2015
Scale: 1/2"=1'
Revisions:
04/09/2015

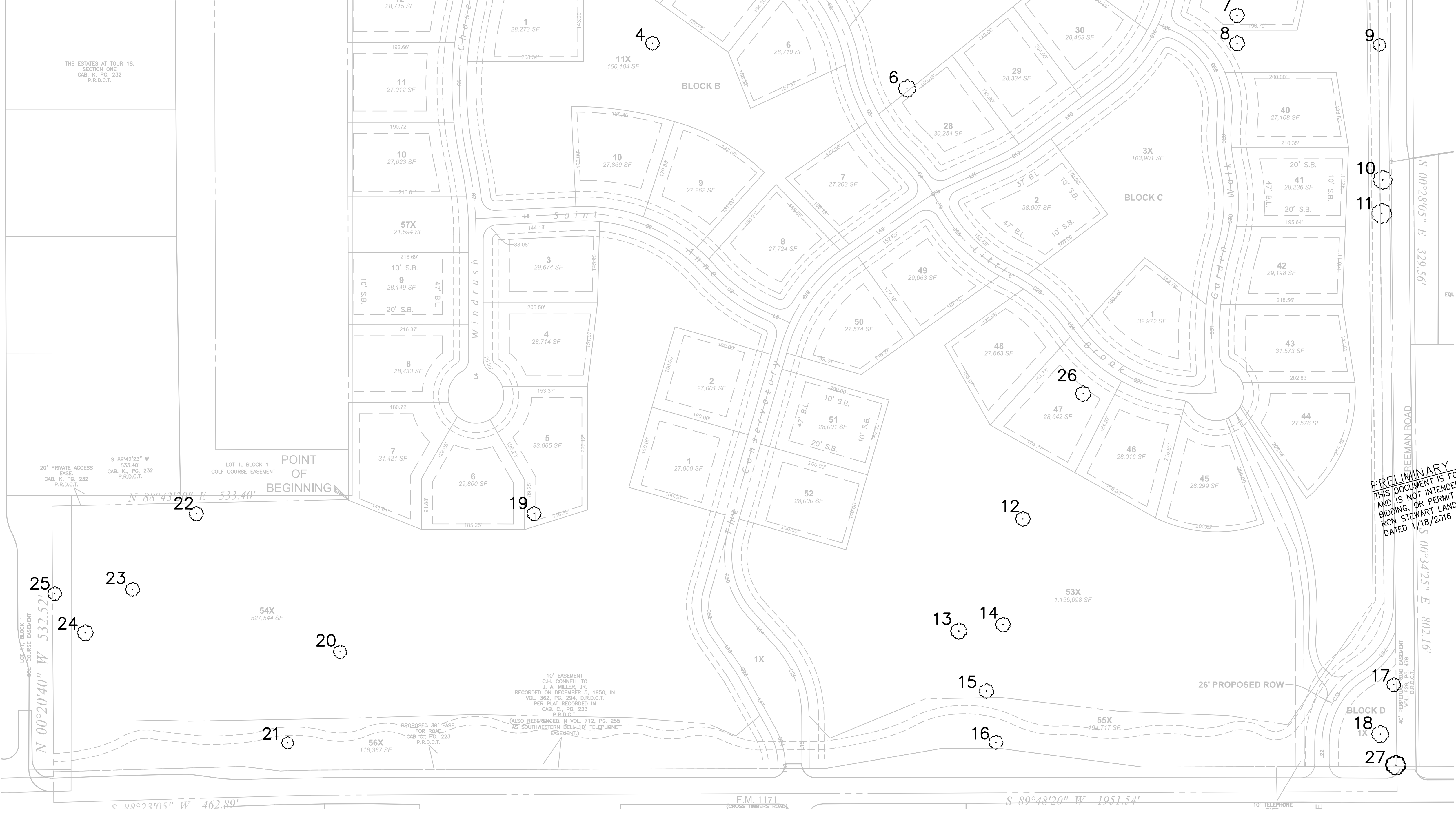
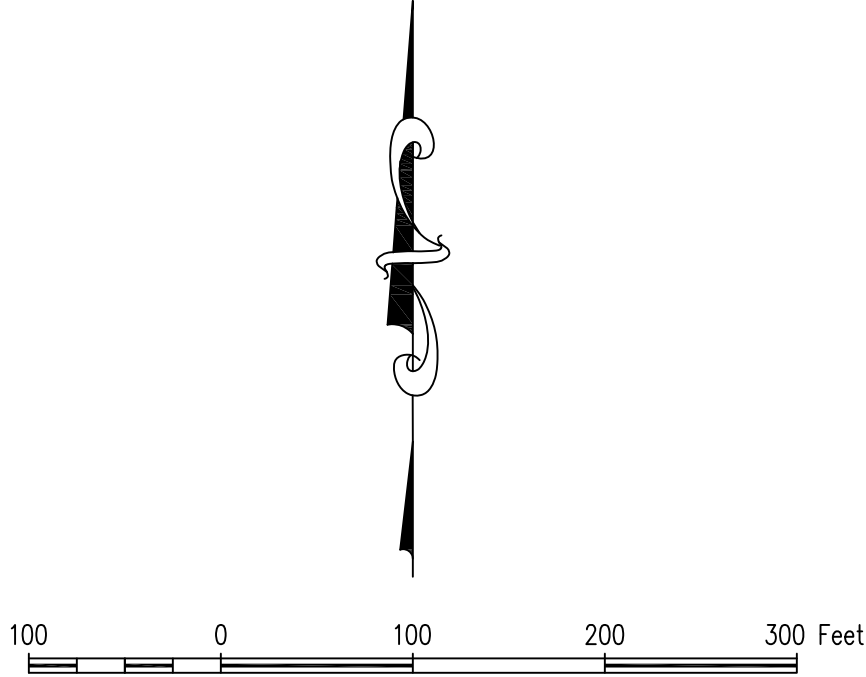
14164

L1.2



TREE CHART

TREE #	TAG	CALIPER (")	COMMON NAME	BOTANICAL NAME	REMOVED	CLASSIFICATION	STATUS
1	257	27	Post Oak	Quercus stellata	No	Specimen	
2	4944	29.5	American Elm	Ulmus Americana	No	Specimen	Cavity at base, embedded wire
3	2402	30	Post Oak	Quercus stellata	No	Specimen	
4	471	25.5	Post Oak	Quercus stellata	No	Specimen	
5	476	25.5	Post Oak	Quercus stellata	No	Specimen	
6	500	31.5	Post Oak	Quercus stellata	No	Specimen	Mistletoe in a few branches
7	468	26.5	Pecan	Carya illinoensis	No	Specimen	
8	244	27.5	Pecan	Carya illinoensis	No	Specimen	Embedded rebar in base
9	4941	23	Blackjack Oak	Quercus marilandica	No	Specimen	No branching on the east side
10	4942	34.5	Post Oak	Quercus stellata	No	Specimen	
11	4943	36.5	Post Oak	Quercus stellata	No	Specimen	
12	2399	24	Blackjack Oak	Quercus marilandica	No	Specimen	
13	446	29.5	Post Oak	Quercus stellata	No	Specimen	
14	2400	26	Post Oak	Quercus stellata	No	Specimen	
15	2401	25	American Elm	Ulmus Americana	No	Specimen	
16	4937	25.5	Blackjack Oak	Quercus marilandica	No	Specimen	Trimmed for powerlines
17	4940	25	Post Oak	Quercus stellata	No	Specimen	
18	4939	31	Post Oak	Quercus stellata	No	Specimen	
19	450	25.5	Post Oak	Quercus stellata	No	Specimen	
20	488	24.5	Blackjack Oak	Quercus marilandica	No	Specimen	
21	4935	22	Blackjack Oak	Quercus marilandica	No	Specimen	Greenbriar in canopy
22	4945	26.5	Blackjack Oak	Quercus marilandica	No	Specimen	
23	462	25.5	Blackjack Oak	Quercus marilandica	No	Specimen	
24	2934	25	Post Oak	Quercus stellata	No	Specimen	
25	2934	25	Post Oak	Quercus stellata	No	Specimen	
26	501	26	Blackjack Oak	Quercus marilandica	No	Specimen	
27	502	32	Post Oak	Quercus stellata	No	Specimen	Embedded barbed wire



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THE CONSERVATORY ESTATES
103.225 Acres
in the
NATHANIEL E. THOMPSON SURVEY, ABSTRACT NO. 1270
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY



Drawn By: WS
Date: 01/26/2015
Scale: 1"=100'
Revisions:
04/09/2015

14164

L2.0

DEVELOPMENT AGREEMENT FOR The Conservatory

THIS DEVELOPMENT AGREEMENT FOR the Conservatory ("Agreement") is made and entered into this ____ day of ____, 2016, by and between the Town of Flower Mound, Texas (the "Town"), and _____, a Texas _____ ("Developer").

WITNESSETH:

WHEREAS, the Conservatory Project ("Project") is a unique cluster development encompassing approximately 103.23 acres in Flower Mound and described by metes and bounds on Exhibit "1"; and

WHEREAS, the Town and Developer wish to address various development issues related to the Project and to provide for the dedication of certain property and the construction of a roadway, among other matters; and

WHEREAS, the Town's SMARTGrowth Program requires that certain levels of key public services and infrastructure necessary to serve a new development project be in place before construction begins; and

WHEREAS, the Town and Developer desire to address (1) infrastructure and related concerns associated with the Project due to its location; (2) the anticipated roadway and related improvements to be constructed at and near the Project necessitated by the development of the Project; and (3) the concern for the public health, safety and welfare due to the foregoing; and

WHEREAS, the Town and Developer acknowledge that the foregoing issues should be addressed through development agreement.

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

- 1. Project Subject to Town Ordinances.** The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances and agreements related to the Project, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town.
- 2. Freeman Road.** Developer agrees to construct the southern portion of Freeman Road from FM 1171 to the eastern edge of the Project as depicted on Exhibit "2," attached and incorporated herein for all purposes. Developer will build said southern portion of Freeman Road to include a safe transition back to the existing Freeman Road

at the east side of the Project. The Town, in its sole discretion, shall determine whether the transition meets Town standards for safety.

Developer shall fully cooperate with the Town and petition TxDOT to abandon the Freeman Road connection to FM 1171 as depicted on Exhibit "2," when the new Freeman Road connection to FM 1171 as built by Developer is accepted by the Town.

Developer shall dedicate the required seventeen foot (17") wide easement and three foot (3") right-of-way as described on Exhibit "3," attached and incorporated herein for all purposes. Said easement and right-of-way shall be dedicated to the Town without exception or limitation.

Developer shall provide sufficient exhibits and supporting engineering documentation to the Town to demonstrate how a modification of the alignment of Freeman Road along the Project's eastern property line might be built in order to save the existing property line trees. Developer will not be required to construct the portion of Freeman Road that is not on the Developer's property, but will be required to show only how a modified alignment of Freeman Road will work.

To the extent possible, the Town will require the use of the modified alignment of Freeman Road as proposed and evidenced by Developer pursuant to this Agreement when the remainder of Freeman Road is improved. To the extent possible, the Town will require that all utilities installed along the west side of Freeman Road as depicted on Exhibit "2" be bored and installed under existing trees within the easement or right-of-way dedicated by Developer pursuant to this Agreement.

3. Upland Habitat Fees. In accordance with the approved Environmental Protection Plan, 48.02 acres of Upland Habitat were delineated within the Project boundaries. Approximately 19.55 acres of this Upland Habitat will be impacted by the Project, leaving approximately 28.47 acres of Upland Habitat intact. Upland Habitat fees for the 19.55 acres being impacted in the amount of \$293,250 dollars for this Project shall be waived.

4. Reduction in Park Dedication Fees for Conservation Development. Developer shall pay park land dedication fees in lieu of dedicating park land in the amount of Seventy Thousand Four Hundred and Twenty Five Dollars and Sixty Cents (\$70,425.60). Such payment shall be made prior to the acceptance of public improvements by the Town. If no public improvements are required, such payment shall be made prior to filing the record plat.

The required fees in lieu of dedicating park land have been reduced by fifty percent (50%) as a conservation development incentive for the sixty-four (64) dwelling units proposed for the Project. If the number of dwelling units within the Project is increased or decreased, the amount of Park Land Dedication Fees will be adjusted accordingly to coincide with the number of dwelling units in the final platted community.

5. **Environmental Protection Plan.** Developer shall conform to the Environmental Protection Plan for the Project that is approved by the Town.

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

7. **Covenant Running with the Land.** This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future, and it is the intent of this Agreement, and the parties so acknowledge, that all phases of the Project shall be subject to this section of this Agreement.

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

9. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

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

If to Developer: RACO Development, LLC.
 P.O. Box 611
 Colleyville, Texas 76034

10. **Attorneys' Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the parties agree that this Agreement is not subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the

subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

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

13. Filing in Denton County Deed Records; Covenant Running with the Land. This Agreement or a memorandum thereof shall be filed in the deed records of Denton County, Texas. Upon any sale or other transfer of any ownership rights in the Property, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exception of the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed (a "Fully Improved Lot").

14. Binding Obligation. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot.

15. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

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

17. Roughly Proportionate Determination under Texas Law and Federal Law.

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

18. Release. From time to time upon written request of Developer to the Town Manager, the Town Manager shall execute, in recordable form, a release of any provision of this Agreement, if the Town Manager and Town Attorney determine Developer has fully satisfied the provision to be released.

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

- Exhibit 1 Metes and Bounds Description of the Project in the Town of Flower Mound;
- Exhibit 2 Map depicting new alignment of Freeman Road;
- Exhibit 3 Description of easement and right-of-way dedicated by Developer.

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
 Name: Thomas E. Hayden
 Mayor, Town of Flower Mound

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

DEVELOPER:

RACO Development, LLC
a Texas limited liability corporation

By: _____
Name: _____
 Authorized Signatory

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2016 by _____, Authorized Signatory of RACO Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Exhibit "1"
Metes and Bounds Description of the Project in the Town of Flower Mound

LEGAL DESCRIPTION

103.225 ACRES

Being all that certain lot, tract or parcel of land situated in the Nathaniel E. Thompson Survey, Abstract Number 1270, Town of Flower Mound, Denton County, Texas, and being part of that certain called 100 acre tract of land described in deed to J. A. Miller recorded in Volume 362, Page 294 of the Deed Records of Denton County, Texas, and being part of that certain call 48.424 acre tract of land described in deed to Allen L. Powdermaker and Francois Uhler recorded in Volume 1130, Page 498 of the Deed Records of Denton County, Texas, and being all that certain called 14.500 acre tract of land described in deed to David, Jill and Karin Powdermaker recorded in Volume 1130, Page 498 of the Deed Records of Denton County, Texas, and being all that certain called 30.800 acre tract described in deed to Alan L. Powdermaker and Renate Powdermaker recorded in Volume 1103, Page 506 of the Deed Records of Denton County, Texas, and being all that certain called 6.800 acre tract of land described in deed to Francois Uhler recorded in Volume 1103, Page 609 of the Deed Records of Denton County, Texas, and being all of Lots 1 and 2, Block 1 of the Powdermaker Addition, an addition the the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 80 of the Plat Records of Denton County, Texas, and being all of Tract 1 and Tract 2, of that same tract of land described to Denton County recorded in Document Number 2008-115823, Official Records, Denton County, Texas, and being all that certain called 1.1 acre tract of land described as Tract No. 19 in deed to Denton County recorded in Volume 429, Page 123 of the Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at an axle found at an inner ell corner in the west line of said 100 acre tract and said 48.424 acre tract, being the southeast corner of Lot 1, Block 1 of The Estates at Tour 18, Section One, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet K, Page 232 of the Plat Records of Denton County, Texas, and being the recognized southeast corner of the J. Gibson Survey, Abstract Number 484 and an inner ell corner in the west line of said Nathaniel E. Thompson Survey, Abstract Number 1270;

THENCE N 00°08'15" W, with a west line of said 100 acre tract and said 48.424 acre tract and the most east line of said Lot 1, Block 1, pass at 90.22 feet the most easterly northeast corner thereof, being the southeast corner Lot 10, Block 1 of said addition, continuing with the east line of said Lot 10, passing the northerly northwest corner of said 48.424 acre tract and the southwest corner of said 6.800 acre tract continuing with the west line thereof, passing the northwest corner of said 6.800 acre tract and the westerly southwest corner of said 30.800 acre tract, continuing with the west line thereof, passing at 1607.20 feet the northeast corner of said Lot 10, Block 1 and the southeast corner of Lot 9, Block 1 of said addition, continuing with the east line thereof a total distance of 1719.94 feet to a 1/2" capped rebar set (G&A) at the southwest corner of that certain called 42.0093 acre tract of land described in deed to Joe B. Freeman and wife, Teresa Freeman recorded in Document Number 1997-88963 of the Real Property Records of Denton County, Texas, and being the most northerly northwest corner of said 100 acre tract and said 30.800 acre tract and being the northwest corner of said Lot 1, Block 1, Powdermaker Addition;

THENCE S 89°56'35" E, 1870.10 feet with the south line of said 42.0093 acre tract and the north line of said 100 acre tract and said 30.800 acre tract, passing the northeast corner of said 30.800 acre tract and the northwest corner of said 14.500 acre tract, continuing with the north line thereof to a 1/2" capped rebar set (G&A) at the northeast corner thereof and the northeast corner of said 100 acre tract and being the northwest corner of that certain called 27.4102 acre tract of land described in deed to Tom W. Kindred recorded in Volume 1379, Page 434 of the Real Property Records of Denton County, Texas, from which a 5/8" capped rebar found (PBS&J) at the southeast corner of said 42.0093 acre tract bears S 89°56'35" E, 60.0 feet;

THENCE S 00°23'10" E, with the east line of said 100 acre tract and said 14.500 acre tract and the west line of said 27.4102 acre tract, passing at 819.85 feet the northwest corner of a called 0.265 acre 40' right-of-way dedication as shown on the plat of Western Elevated Tank Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Document Number 2011-112 of the Plat Records of Denton County, Texas, continuing with the west line of said Western Elevated Tank Addition, passing the southeast corner of said 14.500 acre tract and the northeast corner of said 48.424 acre tract, continuing with the east line thereof 1111.16 feet (called 1106.11 feet in said 27.4102 acre tract deed) to a 1/2" rebar found at the southwest corner of said Western Elevated Tank Addition and the southwest corner of said 27.4102 acre tract, being the northwest corner of that certain called 5.000 acre tract of land described as Tract Two in deed to Prime Time Properties, Inc., recorded in Volume 3112, Page 428 of the Real Property Records of Denton County, Texas;

THENCE S 00°28'05" E, 329.56 feet continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 5.000 acre tract to a 1/2" rebar found at the southwest corner of said 5.000 acre tract, being the northwest corner of that certain called 10.1743 acre tract of land described in deed to Joe B. Freeman and wife, Teresa Freeman recorded in Volume 2444, Page 779 of the Real Property Records of Denton County, Texas;

THENCE S 00°34'25" E, continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 10.1743 acre tract passing at 756.41 feet a 5/8" rebar found at the southeast corner of said 48.424 acre tract and the southwest corner of said 10.1743 acre tract and being on the north line of F.M. 1171 and the north line of said 1.1 acre tract of land, continuing a total distance of 802.16 feet;

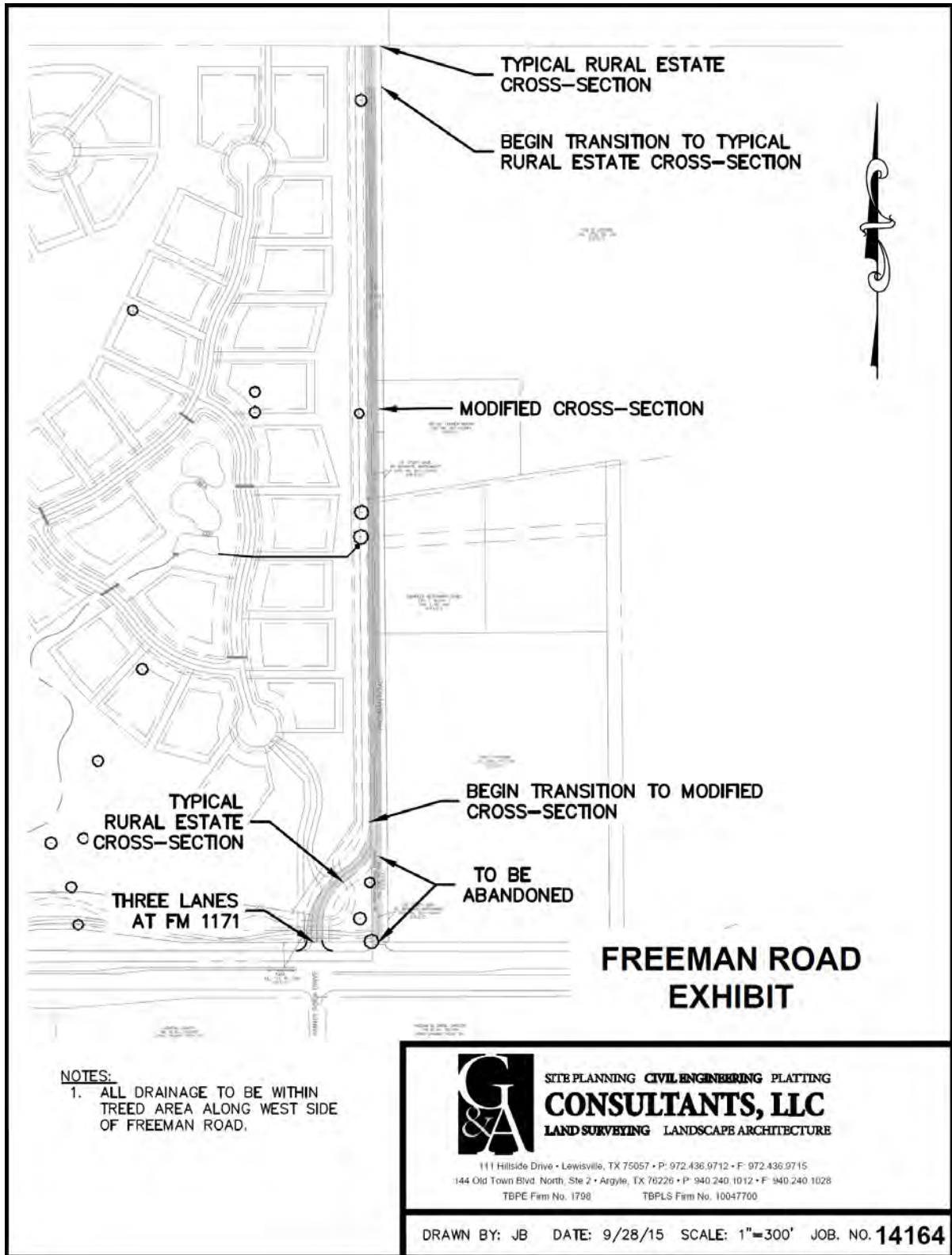
THENCE S 89°48'20" W, 1951.54 feet with the south line of said 1.1 acre tract;

THENCE S 88°23'05" W, 462.89 feet with the south line of said 1.1 acre tract;

THENCE N 00°20'40" W, passing at 55.02 feet a 1/2" capped rebar set (G&A) at the northwest corner of said Tract 1, and being on the east line of a 45' right-of-way dedication shown on the aforementioned plat of the Estates at Tour 18, Section One, from which an aluminum TXDOT monument found bears N 88°23'00" E, 0.8 feet, continuing with the west line of said 100 acre tract and said 48.424 acre tract and the east line of said 45' right-of-way dedication, passing at 91.4 feet the northeast corner thereof and the southeast corner of Lot 11, Block 1 of said Estates at Tour 18, Section One, continuing with the east line thereof 477.50 feet to an old wood fence corner post found at the most westerly northwest corner of said 100 acre tract and said 48.424 acre tract, and being the most southerly southwest corner of the aforementioned Lot 1, Block 1, Estates at Tour 18, Section One;

THENCE N 88°43'20" E, 533.40 feet with the common line between said 100 acre tract and said 48.424 acre tract and said Lot 1, Block 1 to the POINT OF BEGINNING and containing approximately 103.225 acres of land

Exhibit "2"
Map depicting new alignment of Freeman Road



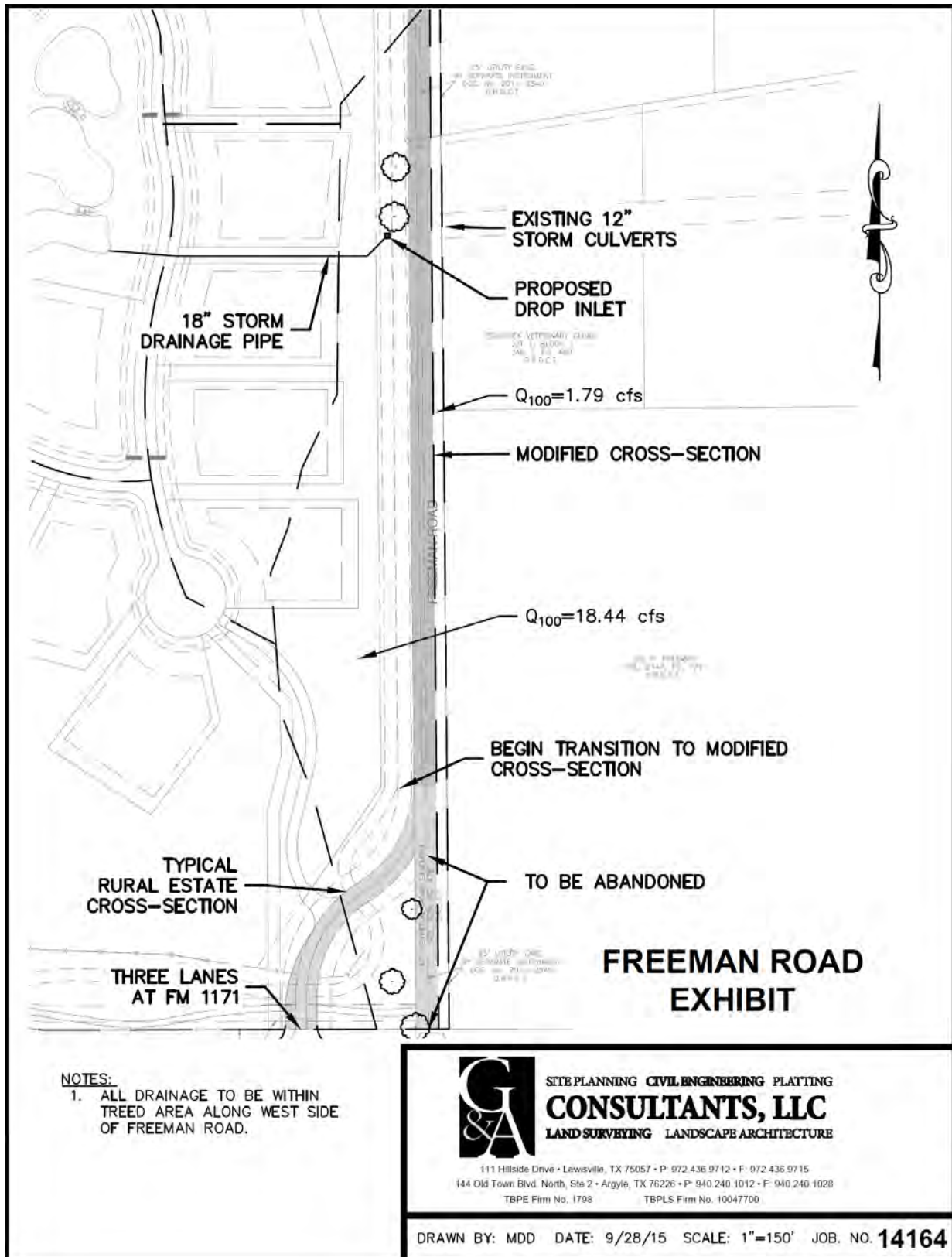
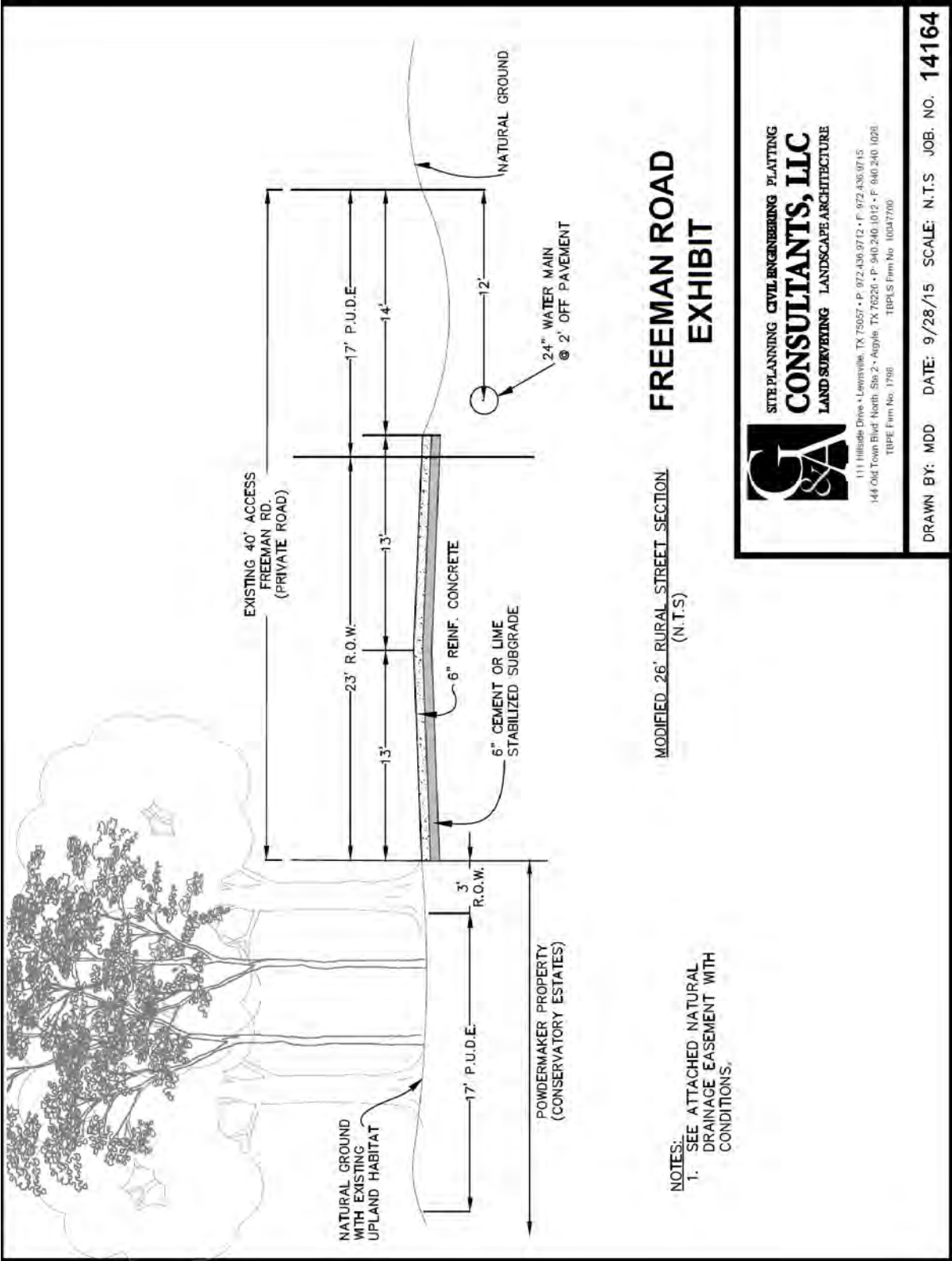


Exhibit “3”
Description of easement and right-of-way dedicated by Developer





TOWN COUNCIL AGENDA ITEM NO. 16 REGULAR ITEM

DATE: February 1, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Public Hearing to consider a request for a Specific Use Permit No. 442 (SUP15-0025 – Crossfire) to permit an indoor shooting range, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Long Prairie Road and east of Gerault Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its January 25, 2016, meeting)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Correspondence received after the posting of the P&Z agenda packet has been attached as Attachment 3.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Correspondence in Support

DRAFT MOTION: Move to approve a Specific Use Permit No. 442 (SUP15-0025 – Crossfire) to permit an indoor shooting range, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: January 25, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: **Public Hearing to consider a request for a Specific Use Permit No. 442 (SUP15-0025 – Crossfire) to permit an indoor shooting range. The property is generally located north of Long Prairie Road and east of Gerault Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to request approval of a Specific Use Permit (SUP-440) to permit a 42,030-square-foot indoor shooting range within the Northeast Tract of the Southgate development. The subject property is approximately 3.98 acres.

According to the applicant's letter of intent (Attachment A(2)), the facility will include an indoor shooting range; fitness center and self-defense studio; retail store and office spaces. The building is proposed to be developed in two phases; Phase 1 will include approximately 34,530 square feet of first floor space and 7,500 square feet of unconditioned second floor space. Phase 2 will include finishing out the second floor space.

The property is zoned Planned Development District No. 134 (PD-134) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan. Per the approved development standards for Southgate, the proposed use requires Town Council approval of an SUP within the SG-M2 zone.

The applicant has provided a parking study (see Attachment A(3)) for the proposed uses. Parking for retail/office uses is calculated at one space per 250 square feet of the area or 61 spaces. With 20% deviation, 49 parking spaces will be required for the retail/office use. Since parking for a fitness

center/athletic club is not listed in the Southgate PD, a reduction of 35% in the number of required parking spaces is allowed, which brings down the number of parking spaces to 33. Parking for the gun range use is not listed within the Southgate PD or the Town's code. The parking study allocates a total of 18 spaces for 30 firing lanes. Additional 47 on-street parking spaces will be available along the proposed Margaret Avenue.

The conceptual elevations meet the Southgate PD standards in terms of design and material use. The landscape plan depicts the required buffers and trees. Currently, staff is reviewing a record plat application to facilitate the construction of the required infrastructure. The access to the lot will be from the proposed street named Margaret Avenue. The SUP application is only for the use of the site. Detailed plans of the proposed building will be included with the site plan application.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Specific Use Permit requests. At the time this report was written, staff had received no correspondence regarding the project.

IV. ATTACHMENTS

A. Background Information

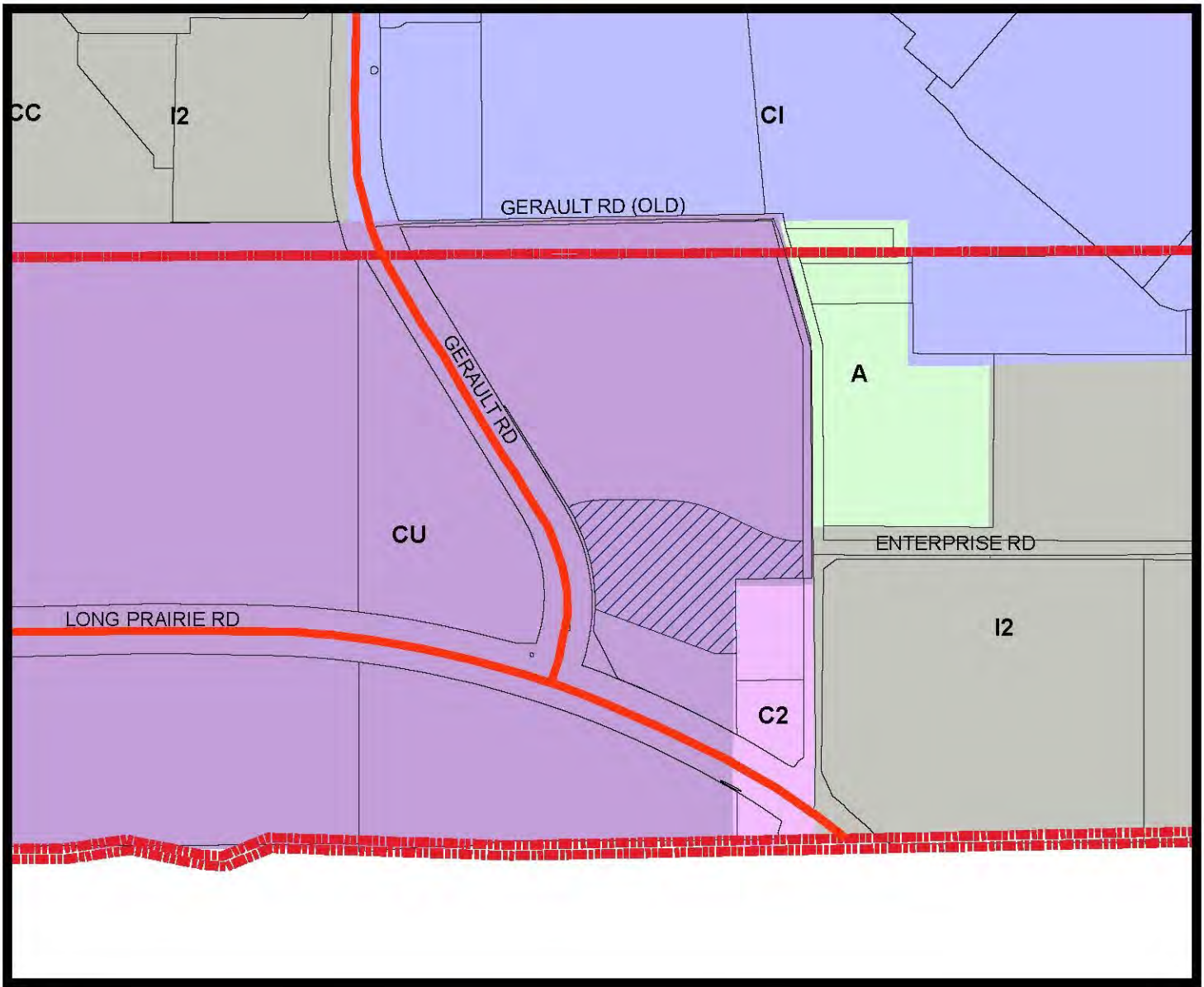
1. Vicinity Map
2. Letter of Intent
3. Parking Study

B. Application Details

1. Specific Use Permit Package

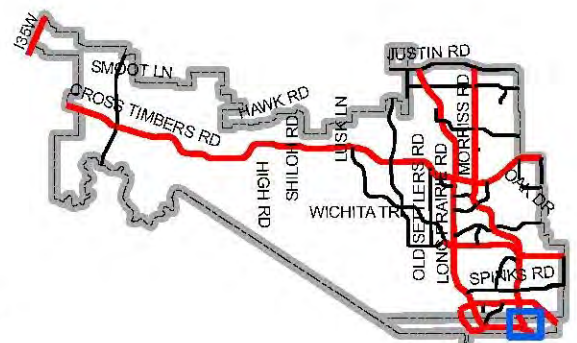
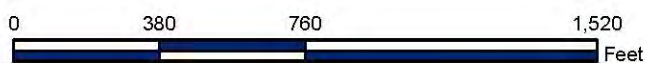
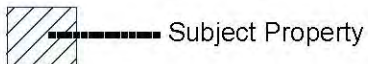
Vicinity Map

Reference Project: SUP15-0025



LEGEND

- Agriculture
- Commercial 2
- Campus Industrial
- Industrial 2
- *Combined Uses-See Ordinance



Map Location



January 5, 2016

Ms. Poornima Srinarasi
Town of Flower Mound
Senior Planner, Development Services
2121 Cross Timbers Road
Flower Mound, TX 75022

Dear Ms. Srinarasi,

I have submitted a special use permit application for Crossfire Defense Academy and Range on behalf of Crossfire Management Group, LLC. Crossfire Management Group is owned and operated by Flower Mound residents, David and Sarah Vaught.

Crossfire will be located on approximately 4 acres at 200 Gerault Rd in the Southgate development. This facility will bring a top tier shooting sports retail storefront and a dynamic indoor shooting facility coupled with a fitness gym and self-defense studio to Flower Mound. In addition, the facility will also contain office space where a nationally acclaimed marketing firm, VaughtStudio is planning to move in upon completion.

Crossfire is an exceptional fit for Southgate in that embodies the all of the commercial business uses Southgate was designed for including retail, recreational and office in one dynamic facility.

The building is designed with the customer in mind. Sound abatement inside the range will ensure our customers are comfortable while participating in the shooting sports and it serves to reduce or eliminate sound from traveling to other parts of the building and beyond. In order to achieve this, state of the art safety, noise/acoustic and environmental technology will be used. All applicable Federal, State and local regulations will be met or exceeded.

The design and infrastructure will exceed applicable safety regulations with proven bullet traps, armored ceiling baffling and armored station dividers.

Additionally, the HVAC system selected is similar to those utilized in hospital operating rooms and exchanges 100% of the range air every minute and a half. The three-phase filtration process meets all OSHA and NIOSH regulations and removes 99.9% of all particulate matter. This ensures air quality associated with the facility.

Due to the diverse uses within the range (retail, fitness, shooting and office) and Crossfire's commitment to being a respectful neighbor, the latest acoustics technology will be utilized. The technology will effectively reduce concussion and reverberation on the range so that customers (both on the range and in the retail / training areas of the building) will experience a superior sound reduction as compared to other indoor shooting facilities.

More importantly, the acoustic technology will allow the operation of the retail and fitness areas and VaughtStudio without disruption. Outside of the range, sounds heard will be the equivalent to the closing of a car door. Flower Mound's noise ordinance will be easily met.

Parking for the facility will easily be handled onsite. Additional parking (if any is ever needed) and traffic flow for the facility can be accommodated within the overall structure of Southgate without adjustment.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kendra Stephenson". The signature is fluid and cursive, with the first name "Kendra" being more prominent than the last name "Stephenson".

Kendra Stephenson
Principal, Portmanteau Consulting



CROSSFIRE PARKING STUDY

Proposed Development: Crossfire – Gun Range/Retail/Office/Martial Arts/Fitness

Total Building Area: 42,030 SF

First Floor Area: 34,530 SF

Second Floor Area: 7,500 SF

Development Phases: I & II

Phase I: Finish out entire first floor space 34,530 SF; 2nd Floor space left unconditioned

Phase II: Finish out second floor space 7,500 SF

Phase I Uses: (First floor only)

- Retail/Office 15,192 SF
- Martial Arts/Fitness 9,748 SF
- Gun Range 9,590 SF (1200 SF used by user)
- 2nd Floor (unconditioned) 0 SF

Phase II Uses: (Entire facility)

- Retail/Office 15,192 SF
- Martial Arts/Fitness 12,498 SF
- Gun Range 14,340 SF (1800 SF used by user)

Parking Ratios per Southgate PD and Town of Flower Mound Code of Ordinances. For uses not defined under the Southgate PD parking ratios are to be 65% of the number spaces that would be required under the Code of Ordinances:

- General Office and Retail “Blended Rate” 1 Space/250 SF x 80%
- Martial Arts/Fitness 1 Space/250 SF x 65%₁
- Gun Range 1 Space/100 SF₂

1. Martial Arts/Fitness is not a defined use under the Southgate PD need to use comparable use designation under Zoning Ordinance, which is Athletic Club. Athletic Club parking ratio is 1 space/250 SF.
2. Gun Range is not a defined use under the Southgate PD or the Town’s Code of Ordinances. Use a rate of 1 space/100 SF of usable area, which is the area behind the fire line (usable area per each fire line is 15’ x 4’ = 60 SF). 20 total firing lanes in Phase I for a total usable area equal to 1,200 SF. Additional 10 firing lanes added in Phase II for a total usable area equal to 1,800 SF. Crossfire will be a multi-use facility with each use peaking at different times. Many customers who visit Crossfire will be there for more

than one of the uses for example a majority of the retail users will be there to use the gun range. Therefore, it is our opinion that the parking ratio defined for the gun range use is adequate.

Phase I Parking Required:

• Retail/Office	15,192 SF	49 spaces
• Martial Arts/Fitness	9,748 SF	26 spaces
• Gun Range	9,590 SF (1200 SF)	12 spaces
• 2 nd Floor (unconditioned)	0 SF	0 spaces
Total Required		87 spaces

Phase II Parking Required:

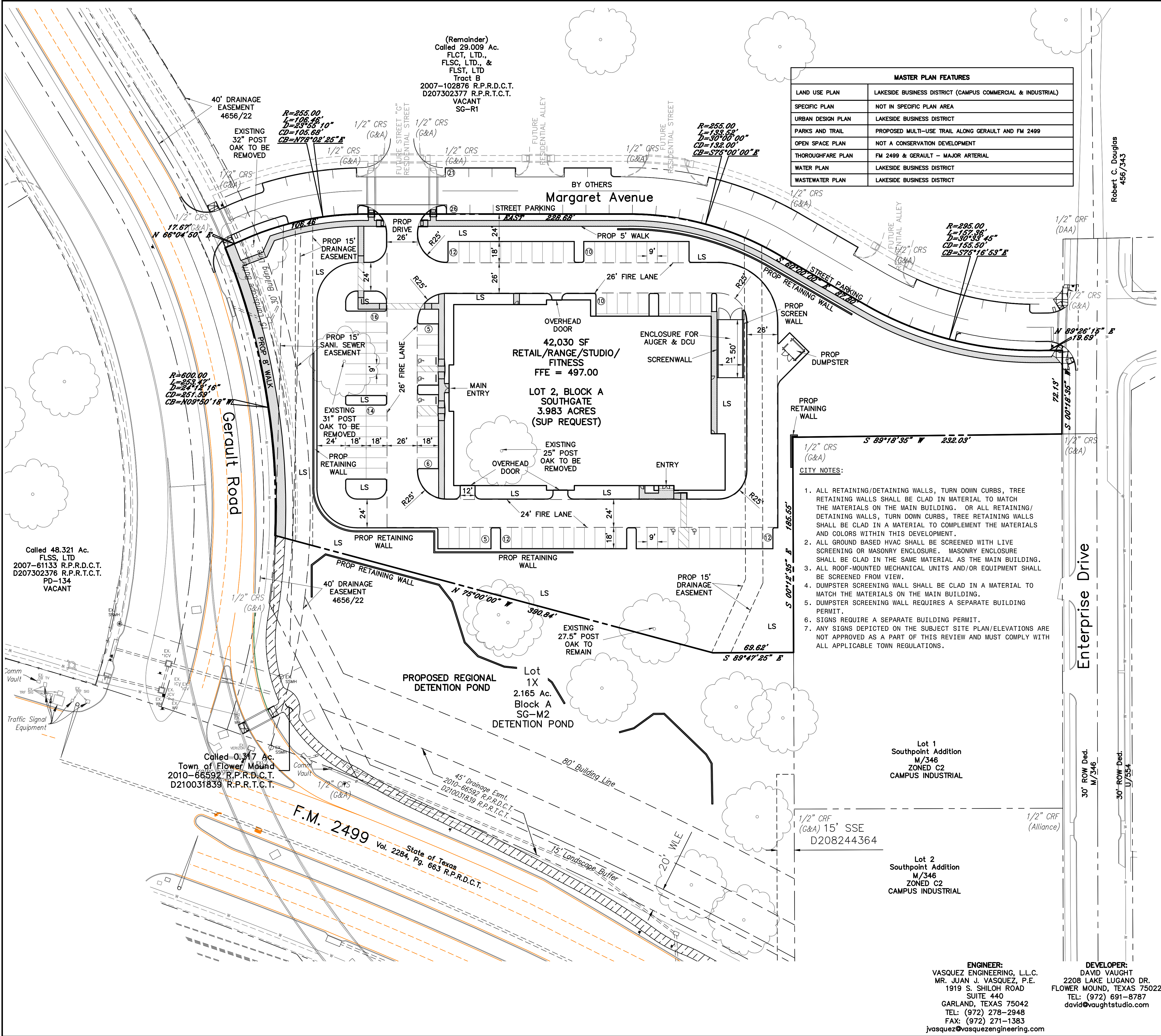
• Retail/Office	15,192 SF	49 spaces
• Martial Arts/Fitness	12,498 SF	33 spaces
• Gun Range	14,340 SF (1800 SF)	18 spaces
Total Required		100 spaces

Proposed parking to be provided on-site:

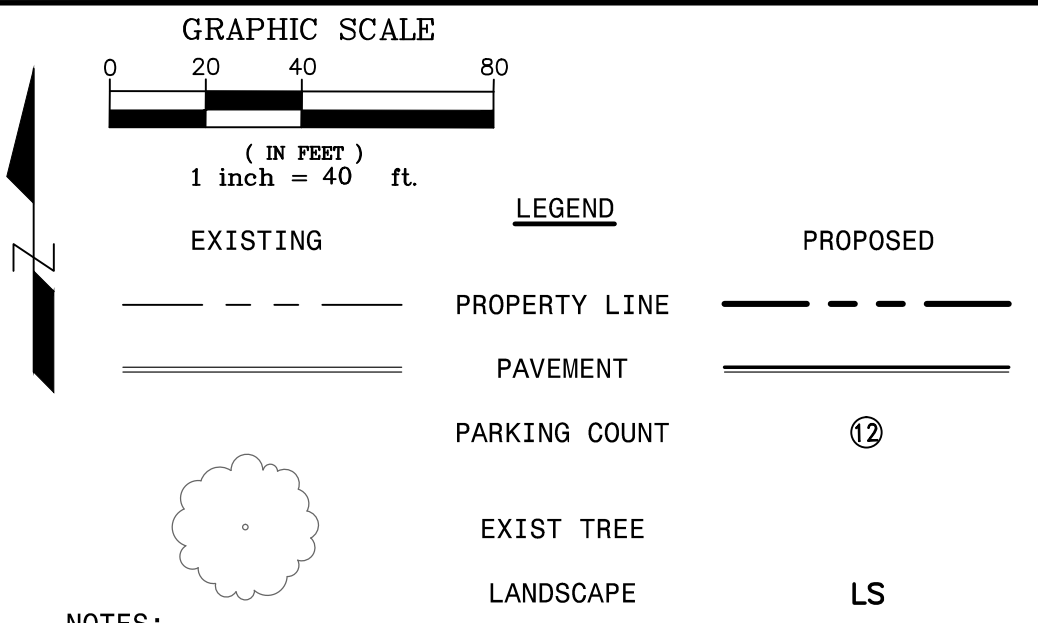
• Standard spaces 9' x 18'	97 spaces	
• Handicap spaces	5 spaces	
	Total Provided	102 spaces

Proposed parking to be provided in Margret Avenue 47 spaces

Total spaces available for use by Crossfire 149 spaces

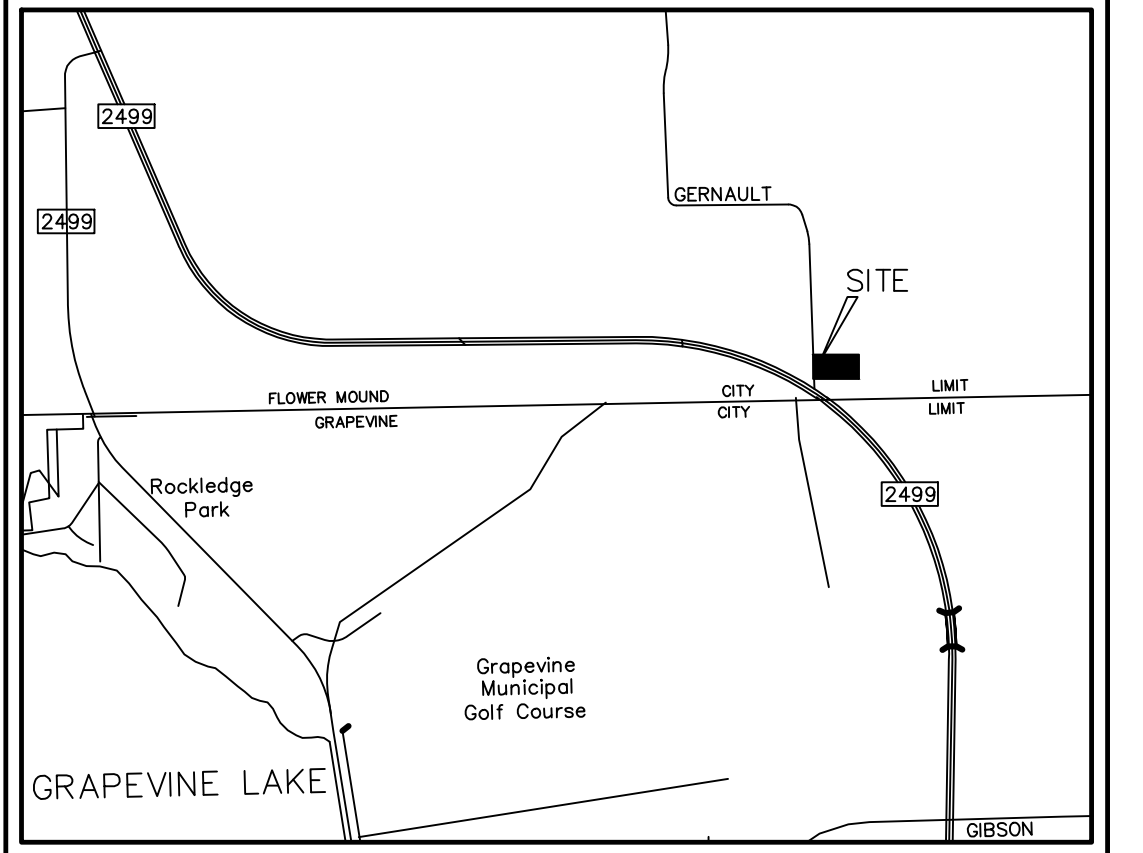


MASTER PLAN FEATURES	
LAND USE PLAN	LAKESIDE BUSINESS DISTRICT (CAMPUS COMMERCIAL & INDUSTRIAL)
SPECIFIC PLAN	NOT IN SPECIFIC PLAN AREA
URBAN DESIGN PLAN	LAKESIDE BUSINESS DISTRICT
PARKS AND TRAIL	PROPOSED MULTI-USE TRAIL ALONG GERAULT AND FM 2499
OPEN SPACE PLAN	NOT A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	FM 2499 & GERAULT - MAJOR ARTERIAL
WATER PLAN	LAKESIDE BUSINESS DISTRICT
WASTEWATER PLAN	LAKESIDE BUSINESS DISTRICT



- NOTES:
1. TOPOGRAPHY AND BOUNDARY BASED ON ENGINEERING PLANS & RECORD PLAT PREPARED BY G&A CONSULTANTS, L.L.C.
 2. ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING OR AS OTHERWISE NOTED.
 3. PROPOSED DRAINAGE RUNOFF FROM LOT 2 SHALL BE CONVEYED TO THE REGIONAL DETENTION POND TO BE LOCATED ON LOT 1X.
 4. ACCORDING TO FEMA FIRM 4849C0110K, DATED 9/25/2009 THE PROPERTY IS WITHIN ZONE X.

SITE SUMMARY TABLE	
Site Address	GERAULT ROAD
County	TARRANT
Project Name	CROSSFIRE
Zoning District	SG-M2
Proposed use	RETAIL/RANGE/STUDIO/FITNESS
Site Area:	3.983 Acres 173,519 S.F.
Building Area	42,030 S.F. (34,530 SF First Floor)
Building Height:	2 Story
Lot Coverage:	34,530 / 173,519 = 19.9%
Floor Area Ratio:	34,530 / 173,519 = 1:20.0
Parking Required Phase I:	RETAIL/OFFICE/RANGE/MARTIAL ARTS/FITNESS
	RETAIL/OFFICE = 15,192 SF
	1/250 SF x 80% = 49 SPACES
	MARTIAL ARTS/FITNESS = 9,748 SF
	1/250 SF x 65% = 26 SPACES
	RANGE = 9,590 SF (1200 SF Usuable)
	1/100 SF = 12 SPACES
	2ND FLR UNCONDITIONED SPACE = 7,500 SF
	= 0 spaces
	TOTAL REQUIRED = 87 SPACES
Parking Required Phase II:	FINISH OUT 2ND FLOOR (7,500 SF)
	RETAIL/OFFICE/RANGE/MARTIAL ARTS/FITNESS
	RETAIL/OFFICE = 15,192 SF
	1/250 SF x 80% = 49 SPACES
	MARTIAL ARTS/FITNESS = 12,498 SF
	1/250 SF x 65% = 33 SPACES
	RANGE = 14,340 SF (1800 SF Usuable)
	1/100 SF = 18 SPACES
	TOTAL REQUIRED = 100 SPACES
On-Site Parking Provided:	Regular = 97 SPACES
	Handicap = 5 SPACES
	Total = 102 SPACES
Street Parking Provided:	Total = 47 SPACES
Impervious Area Ratio:	99,968 S.F. / 173,519 = 57.61%
Pervious Area Ratio:	73,551 S.F. / 173,519 = 42.39%



CONCEPT PLAN
CROSSFIRE
LOT 2, BLOCK A
SOUTHGATE
3.948 ACRES
J. TURNER SURVEY, ABSTRACT NO. 1251
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS
JANUARY 20, 2016

ENGINEER:
VASQUEZ ENGINEERING, L.L.C.
MR. JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440
GARLAND, TEXAS 75042
TEL: (972) 278-2948
FAX: (972) 271-1383
jvasquez@vasquezengineering.com

DEVELOPER:
DAVID VAUGHT
2208 LAKE LUGANO DR.
FLOWER MOUND, TEXAS 75022
TEL: (972) 691-8787
david@vaughtstudio.com

APP. NO. DATE

NO. DATE

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES WITHOUT THE WRITTEN PERMISSION OF VASQUEZ ENGINEERING, L.L.C. DATED 12/02/2015. VASQUEZ ENGINEERING, L.L.C. TX REG. F-12266

DEVELOPER:

DAVID VAUGHT
2208 LAKE LUGANO DRIVE
FLOWER MOUND, TX

CONCEPT PLAN

CROSSFIRE
GERAULT ROAD
TOWN OF FLOWER MOUND, TEXAS

Scale: 1" = 40'

Designed by: JJV

Drawn by: JJV

Checked by: JJV

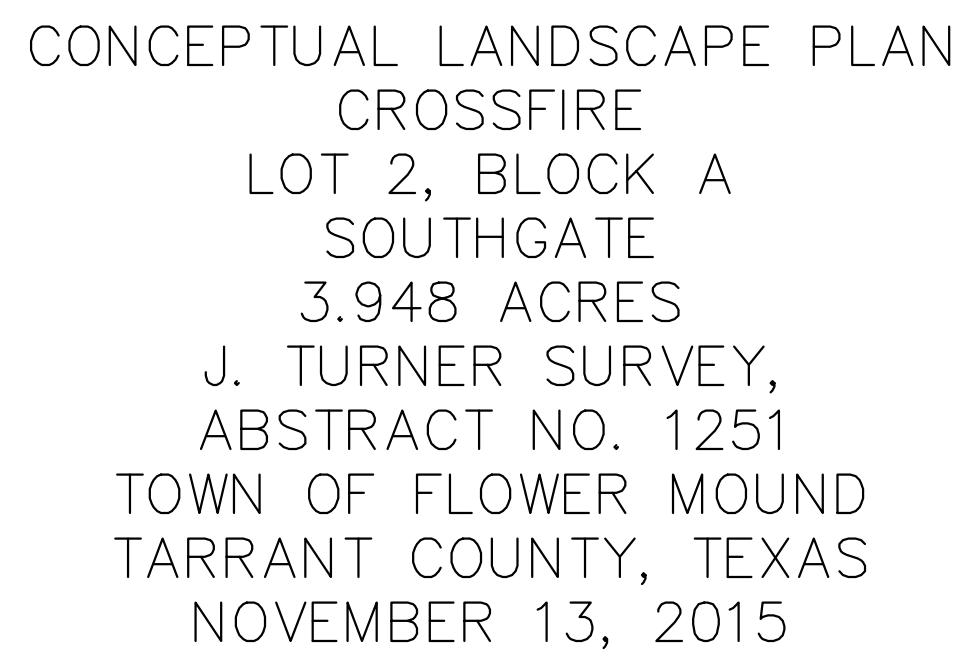
Date: 01/20/2016

SHEET

CP1



DEVELOPER:
DAVID VAUGHT
2208 LAKE LUGANO DR.
FLOWER MOUND, TEXAS 75022
TEL: (972) 691-8787
david@vaughtstudio.com

Date: 11/16/2015

LP1



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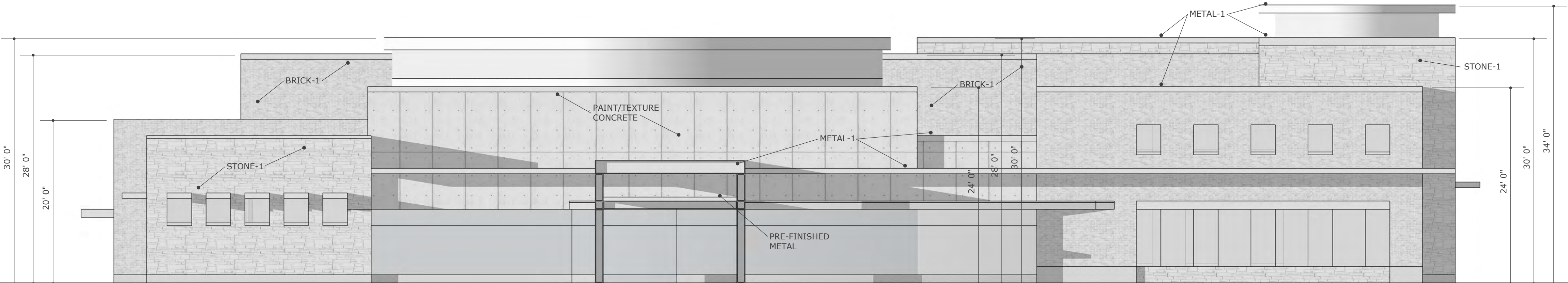
Trent W. Clark Architect
TX Registration # 17084

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CONSTRUCTION

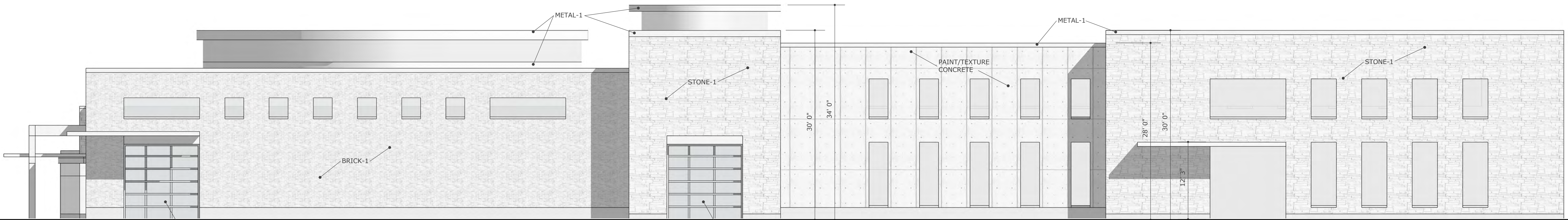
These Drawings are
incomplete and may not be
used for regulatory approval,
permit, or construction



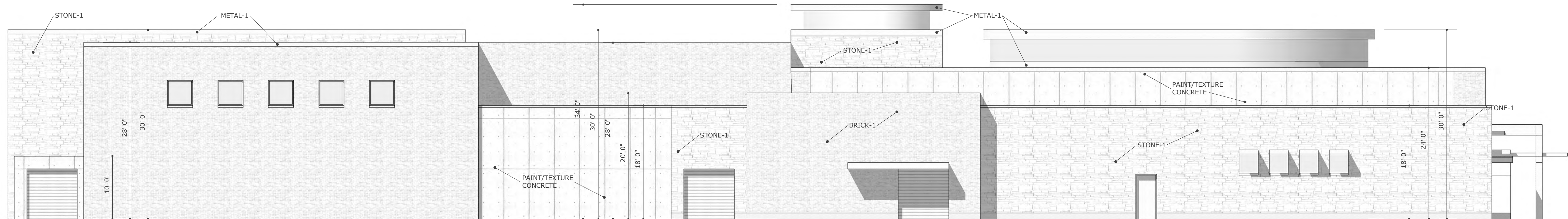
	North		South		East		West	
1 Total Façade	6,790		6,790		5,230		4,682	
2 Façade s.f. (exclusive of doors and windows)	5,945		5,496		4,938		2,874	
3 Doors and Windows s.f.	845		1,294		292		1,808	
	s.f.	%	s.f.	%	s.f.	%	s.f.	%
4 Primary Masonry Totals (Minimum 80%)	5,480	92%	4,988	91%	4,646	94%	2,348	82%
Brick	2,767	46.5%	1,498	27.3%	2,270	46.0%	921	32.0%
Stone	1,565	26.3%	2,112	38.4%	1,558	31.6%	692	24.1%
Paint/Texture Concrete	1,148	19.3%	1,378	25.1%	818	16.6%	735	25.6%
5 Secondary Masonry Totals (Maximum 20%)	465	8%	508	9%	292	6%	526	18%
Metal Accents	465	7.8%	508	9.2%	292	5.9%	526	18.3%
EIFS	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Hardiplank	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Additional	0	0.0%	0	0.0%	0	0.0%	0	0.0%



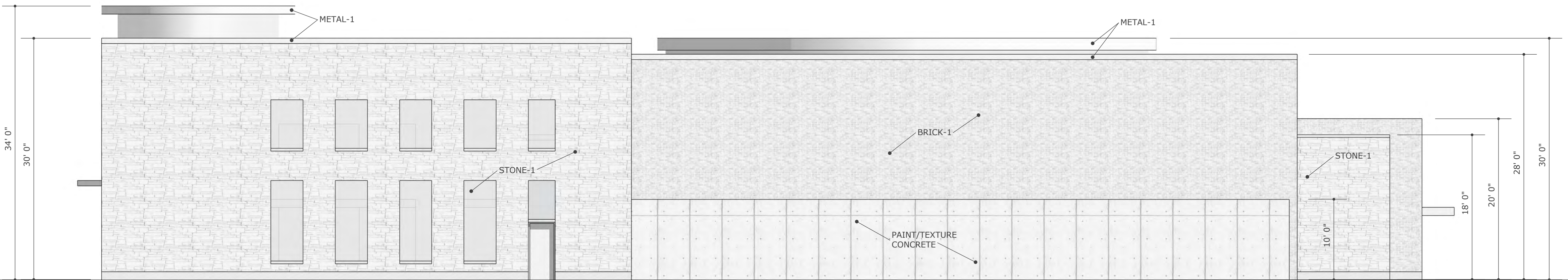
GERAULT ROAD VIEW, WEST ELEVATION



MARGARET ROAD VIEW, NORTH ELEVATION



DUMPSTER ELEVATIONS

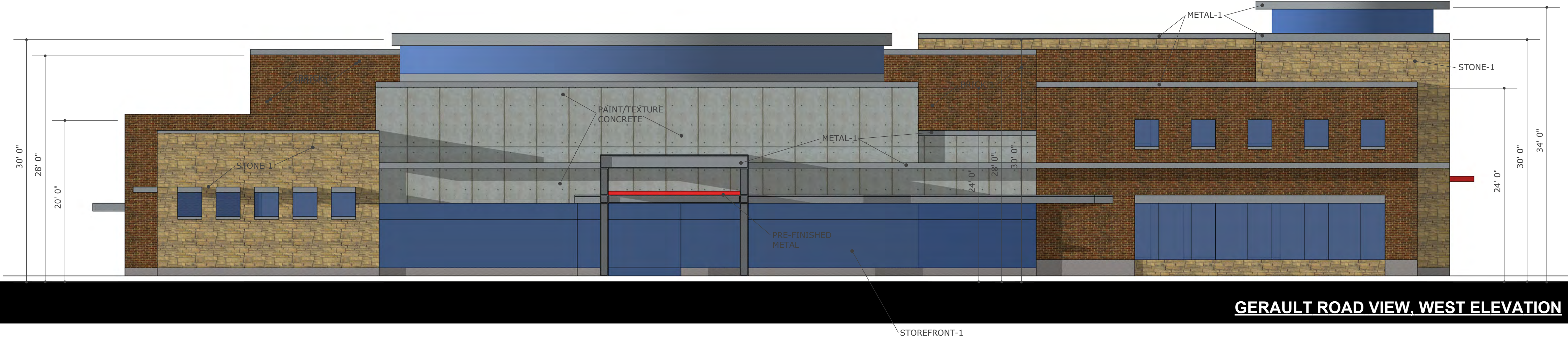


BACK, EAST ELEVATION

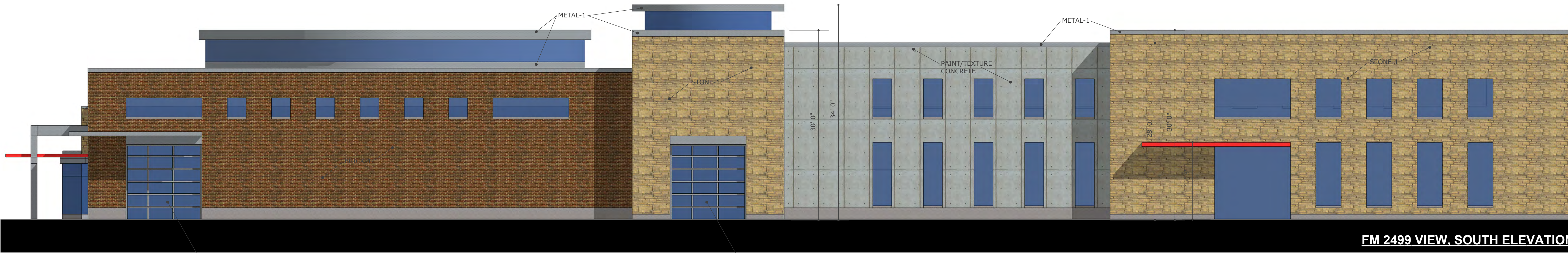
DESIGN C

JANUARY 19, 2016

	North		South		East		West	
1 Total Façade	6,790		6,790		5,230		4,682	
2 Façade s.f. (exclusive of doors and windows)	5,945		5,496		4,938		2,874	
3 Doors and Windows s.f.	845		1,294		292		1,808	
	s.f.	%	s.f.	%	s.f.	%	s.f.	%
4 Primary Masonry Totals (Minimum 80%)	5,480	92%	4,988	91%	4,646	94%	2,348	82%
Brick	2,767	46.5%	1,498	27.3%	2,270	46.0%	921	32.0%
Stone	1565	26.3%	2112	38.4%	1558	31.6%	692	24.1%
Paint/Texture Concrete	1148	19.3%	1378	25.1%	818	16.6%	735	25.6%
5 Secondary Masonry Totals (Maximum 20%)	465	8%	508	9%	292	6%	526	18%
Metal Accents	465	7.8%	508	9.2%	292	5.9%	526	18.3%
EIFS	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Hardiplank	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Additional	0	0.0%	0	0.0%	0	0.0%	0	0.0%



GERAULT ROAD VIEW, WEST ELEVATION



FM 2499 VIEW, SOUTH ELEVATION

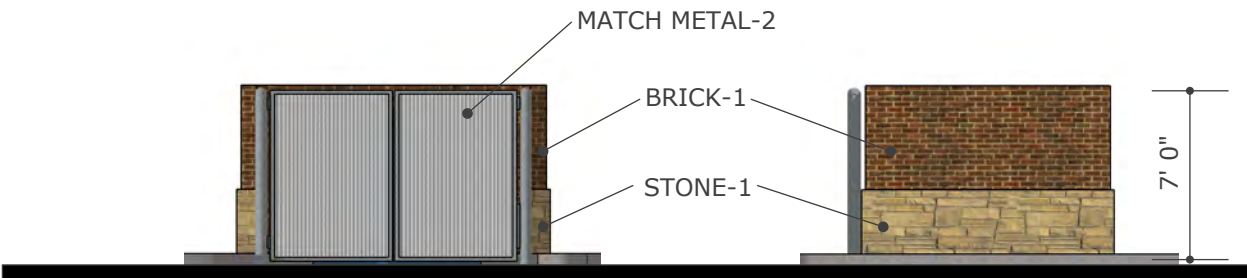


MARGARET ROAD VIEW, NORTH ELEVATION



BACK, EAST ELEVATION

ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
OR ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
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.



DUMPSTER ELEVATIONS



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Trent W. Clark Architect
TX Registration # 17084

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permit, or construction



CROSSFIRE

DESIGN C

JANUARY 19, 2016



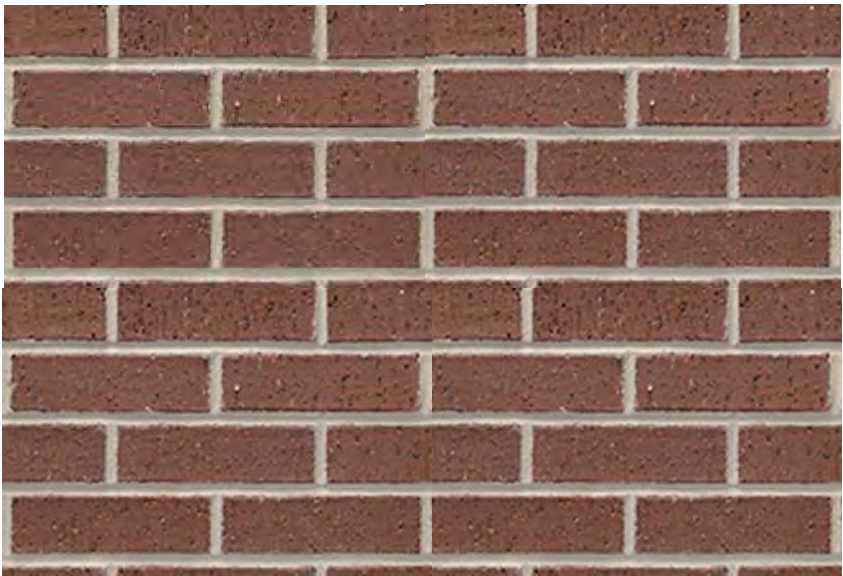
EXTERIOR FINISHES - CROSSFIRE



Stone-1
Eldorado Stone, Cliffstone - Barley



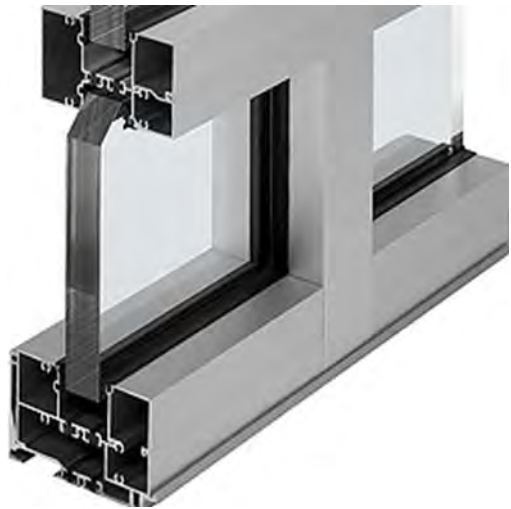
Paint-1
Painted/Textured Concrete



Brick-1
Acme Brick, Denton Plant, 157 Roxbury



Aluminum Overhead Doors, Clear Anodized Finish



Aluminum Storefront, Clear Anodized Finish



Metal-2, Red Fire



Metal-1, Silver Metallic

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 442 (SUP-442) FOR AN INDOOR SHOOTING RANGE ON CERTAIN PROPERTY DESCRIBED AS 3.983 ACRES OF LAND IN THE J. TURNER SURVEY AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 134 (PD-134) WITH BOTH NON-RESIDENTIAL AND RESIDENTIAL USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 3.983 acres of land in the J. Turner Survey, Abstract No. 1251, has filed an application for a Specific Use Permit for an indoor shooting range; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on January 25, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 1, 2016, with respect to the Specific Use Permit described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Specific Use Permit on the property; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

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

Ordinance No._____**Page 2**

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

3.983 acres of land in the J. Turner Survey, Abstract No. 1251, Tarrant County, Texas, and more fully described in Exhibit "A" hereto.

Specific Use Permit No. 442 for an indoor shooting range, as more fully described in the exhibits attached hereto and incorporated herein.

SECTION 2

The concept plan, conceptual landscape plan and elevations of the proposed indoor shooting range, attached hereto as Exhibits "B" and "C," each incorporated herein for all purposes allowed by law, are hereby approved as the concept plan, conceptual landscape plan, and elevations for this Specific Use Permit.

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Specific Use Permit, as set forth above.

SECTION 4

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

It is hereby declared to be the intention of the Town Council that the 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.

Ordinance No. _____

Page 3

SECTION 7

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

SECTION 8

All rights and remedies of the Town of Flower Mound 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 of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 10

This Ordinance shall be in full force and effect from and after the date of its passage and publication 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 ____ DAY OF _____, 2016.

APPROVED:

Thomas E. Hayden, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

Ordinance No._____

Page 4

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

Ordinance No. _____

EXHIBIT "A"
LEGAL DESCRIPTION
3.983 Acres

BEING all that certain lot, tract or parcel of land, situated in the J. Tuner Survey, Abstract Number 1251 in the Town of Flower Mound, Tarrant County, Texas, and being part of that certain called 29.009 Acre tract of land, described as Tract B, in deed to FLCT, LTD., FLSC, LTD. & FLST, LTD., recorded in Document Number 2007-102876 of the Deed Records of Denton County, Texas, and recorded in Instrument Number D207302377 of the Real Property Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" capped rebar found (G&A Consultants) at the southerly southeast corner of said Tract B, and being the southwest corner of Lot 2, Southpoint Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Cabinet M, Page 346 of the Plat Records of Denton County, Texas, and being the northeast corner of that certain called 9.753 acre tract of land, described as Parcel 4 in Right of Way deed to the State of Texas, recorded in Volume 2284, Page 663 and being the north line of F.M. 2499, from which a Texas Department of Transportation Monument found at the southerly southeast corner of said Lot 2, bears southeasterly with the arc of a curve to the right, having a radius of 3330.00 feet, an arc length of 224.94 feet, a central angle of 3°52'13", and whose chord bears S 59°15'34" E, 224.90 feet;

THENCE N 00°12'35" W, with the east line of said Tract B, and the west line of said Lot 2, passing at 151.24 feet, a 1/2" capped rebar found (G&A Consultants) at the northwest corner thereof, and being the southwest corner of Lot 1, of said Southpoint Addition, continuing with the west line thereof, a total distance of 286.18 feet to a 1/2" capped rebar set (G&A Consultants) at the **POINT OF BEGINNING**;

THENCE over, across and through said Tract B the following:

S 89°47'25" W, 69.62 feet to a 1/2" capped rebar set (G&A Consultants);

N 75°00'00" W, 390.84 feet to a 1/2" capped rebar set (G&A Consultants) on the east line Gerault Road and the east line of that certain called 0.317 acre tract of land, described in Lis Pendens in favor of Town of Flower Mound, Texas, recorded in Document Number 2010-66592 of the Real Property Records Of Denton County, Texas, and recorded in Instrument Number D210031839 of the Real Property Records of Tarrant County, Texas;

THENCE Northwesterly with the east line of said 0.317 acre tract and said Gerault Road, with the arc of a curve to the left, having a radius of 600.00 feet, a central angle of 24°12'16", an arc length of 253.47 feet and whose chord bears N 09°50'18" W, 251.59 feet to a 1/2" capped rebar set (G&A Consultants);

THENCE over, across and through said Tract B the following:

N 66°04'50" E, 17.67 feet to a 1/2" capped rebar set (G&A Consultants) at a point of curvature of a curve to the right;

Northeasterly with the arc of said curve, having a radius of 255.00 feet, a central angle of 23°55'10", an arc length of 106.46 feet and whose chord bears N 78°02'25" E, 105.68 feet to a 1/2" capped rebar set (G&A Consultants);

Ordinance No. _____

East, 228.68 feet to a 1/2" capped rebar set (G&A Consultants) at a point of curvature of a curve to the right;

Southeasterly with the arc of said curve, having a radius of 255.00 feet, a central angle of 30°00'00", an arc length of 133.52 feet and whose chord bears S 75°00'00" E, 132.00 feet to a 1/2" capped rebar set (G&A Consultants);

S 60°00'00" E, 87.80 feet to a 1/2" capped rebar set (G&A Consultants) at a point of curvature of a curve to the left;

Southeasterly with the arc of said curve, having a radius of 295.00 feet, a central angle of 30°33'45", an arc length of 157.36 feet and whose chord bears S 75°16'53" E, 155.50 feet to a 1/2" capped rebar set (G&A Consultants);

N 89°26'15" E, 19.69 feet to a 1/2" capped rebar set (G&A Consultants) on the east line of said Tract B, and the west line of Old Gerault Road from which a 1/2" capped rebar found (DAA) at an inner elle corner of said Tract B, bears N 00°18'35" E, 75.84 feet;

THENCE S 00°18'35" W, 72.13 feet to a 1/2" capped rebar set (G&A Consultants) at an outer elle corner of said Tract B, and being the northeast corner of Lot 1, of said Southpoint Addition;

THENCE S 89°18'35" W, 232.03 with a south line of said Tract B, and the north line of said Lot 1, to a 1/2" capped rebar set (G&A Consultants);

THENCE S 00°12'35" W, 185.55 feet with the east line of said Tract B, and the west line of said Lot 1, to the **POINT OF BEGINNING** and containing approximately 3.983 acres of land.

From: Will Tate [mailto:]
Sent: Monday, January 25, 2016 12:13 PM
To: Chuck Russell; Will Tate
Subject: Crossfire Defense Academy

To whom it may concern,

I support crossfire defense academy coming to flower mound. Good for quality of life and tax revenue.

Will Tate

From: Mike Wozniak [[mailto:](#)]
Sent: Monday, January 25, 2016 12:02 PM
To: Chuck Russell
Subject: Crossfire Defense Academy.

Chuck,

Just in case I am not available in person to support This effort, I wanted to submit via email that I am favor of this business going in.
This is something that I feel will be most beneficial to a lot of folks.

Thank You
Mike Wozniak
Flower Mound, TX. USA

From: Susan Cramer [mailto:]
Sent: Monday, January 25, 2016 12:33 PM
To: Chuck Russell
Subject: Crossfire Defense Academy

Hello Mr. Russell and P&Z,

I just wanted to write in support of Crossfire Defense Academy. Right now, my range and training fees are being spent elsewhere and I'd love that money to stay in Flower Mound. This is a service which will also attract business from out of Flower Mound. I look forward to the convenience of the location, also.

Thanks for your consideration,
Susan Cramer
809 Crestfield Drive

From: Lynn [[mailto:](#)]
Sent: Monday, January 25, 2016 12:06 PM
To: Chuck Russell
Subject: Crossfire Defense Academy

Dear Planning and Zoning,

I am writing to please ask that you approve the Specific Use Permit for Crossfire Defense Academy.

I understand this business has gone to great lengths to meet all local and state requirements with sound, traffic, parking, safety, and overall business design.

This business will be an asset to our Town.

Thanks for your consideration.

Lynn Peterson
3604 Sandhurst Dr.

From: Dave Paxton [[mailto:](#)]
Sent: Monday, January 25, 2016 1:15 PM
To: Chuck Russell
Subject: Crossfire Defense Academy

Mr. Russell,

I'm emailing you to express my support of Crossfire Defense Academy which I understand to be a topic of discussion on tonight's P&Z agenda.

I would like to see this project receive the support needed from the town as I know it will be a value add to our town and it's citizens.

Thank you!

David Paxton
3705 Kentmere Court
Flower Mound, TX 75022

From: Christa Fegan [[mailto:](#)]
Sent: Monday, January 25, 2016 1:18 PM
To: Chuck Russell
Subject: Crossfire Defense Academy

I am writing to you asking for your support tonight in granting Crossfire Defense Academy the Specific Use Permit (SUP).

Thank you,
Christa Fegan

From: Silly Jilly [mailto:]
Sent: Monday, January 25, 2016 1:13 PM
To: Chuck Russell
Subject: Crossfire Defense Academy

Please let this email serve as proof of my support on behalf of Crossfire Defense Academy. Let's make this happen!

Happy Monday!

Jill Lange
2609 Pasadena Place
Flower Mound, TX 75022

From: Jeff Stevens [mailto:j]
Sent: Monday, January 25, 2016 2:11 PM
To: Chuck Russell
Subject: Crossfire Defense Academy

I think I will be able to be at the meeting tonight but in case I don't make it or I get there too late, I wanted to show my support for Crossfire Defense Academy being in Flower Mound.

Whether you are in agreement with firearms in general for hunting, home protection and self defense; our Constitution protects our rights and I would ask that your personal opinions be set aside and that you consider others beliefs and those that have fought and died to protect our freedoms. More and more Flower Mound residents are carrying a concealed weapon on a daily basis and that number continues to grow. In the last year, we have had 5 criminal incidents in Flower Mound or the immediate surrounding areas where bad guys were using weapons against people in our community. More and more women are beginning to carry as well. Do I think there are some risks associated with people carrying who have not had proper training and that do not continually train and ensure they are both safe and proficient with their firearms.....absolutely. We have tons of restaurants, donut shops and nail salons in our community. We do not have a single training center for citizens to have quick and easy access to a shooting facility. Even the ones that are within driving distance are merely ranges where people can go shoot.

I have talked with the Vaughnts extensively about their business and have met their range instructor. These are people that understand what it means to carry and the responsibility that comes with. What they are building is not just a range; it is a full training facility with instructional classes and will have focused classes for woman and will train on things like situational awareness. This business will help people be more safe with firearms and will give them close access to facilities and instructors to make them better with the weapons and safer with them at the same time.

I personally carry everywhere I go and I hope that I never have to use my weapon.....but statistics are showing throughout our country that the likelihood of an armed citizen to need to act immediately in a dangerous situation is growing each year. I welcome this facility and the training it will bring to myself, my wife, my child, my neighbors and friends and believe this to be a very responsible business and a great add to our town.

Whatever your beliefs about guns and citizens carrying them on a daily basis; the facts are that people are and that the closer and better training facilities we have to our community, the better off we all we be. Please support the Vaughnts and this facility as an added benefit and attraction to our community.

Thanks for what you do and the time you give.....it is much appreciated.

Jeff Stevens: CHL holder and daily carrier
Kamron Stevens: CHL holder and daily carrier
Finn Stevens: future CHL holder and daily carrier (when at Ranch)

Jeff Stevens | Services Sales



From: antonacci.kim@gmail.com [mailto:]
Sent: Monday, January 25, 2016 2:22 PM
To: Chuck Russell
Subject: Crossfire Defense Academy

Mr. Russell,

I am writing to register my full support of the SUP presented tonight for Crossfire Defense Academy. My husband and I are confident that the owner(s) have taken all measures required and beyond for compliance of sound, traffic, parking, building design and definitely safety.

Thank you,
Kim and Frank Antonacci

From: Kellydavenport
Sent: Monday, January 25, 2016 12:15 PM
To: Chuck Russell
Subject: Crossfire Defense Academy

Mr. Russell,

My name is Kelly Davenport and reside at 2608 Cape Brett Dr, in Flower Mound.

I am very excited this business is on the table tonight at P & Z and I am 100% support of it.

This would be very good for the town.

Thank You,

Kelly Davenport

From: Jeff Ramsey [<mailto:jeff.ramsey@crossfire.com>]
Sent: Monday, January 25, 2016 12:40 PM
To: Chuck Russell
Subject: Crossfire Range.

Please let it be known that my family supports the Crossfire range.
We are constantly in Other ranges and would rather support a Flower Mound Business with the benefit of a range close by.

Jeff Ramsey
5100 Clear Creek Dr
Flo Mo.

Thank you!

Jeff Ramsey



TOWN COUNCIL AGENDA NO. 17

REGULAR ITEM

DATE: February 1, 2016

FROM: Debra Wallace, Assistant Town Manager/CFO

DW

ITEM: Consider and approve a Home Improvement Incentive program, related 380 agreement and ordinance.

BACKGROUND INFORMATION: Previously staff provided information on a Home Improvement Incentive program (HIIP). In August 2015, a request was made to add the program funding to the FY2016 budget. \$50,000 was approved in the current budget. This program was adapted from a very successful program in Richardson, Texas.

The Home Improvement Incentive program is designed to provide an economic incentive to homeowners who substantially reinvest in their home. The purpose of the program is:

- Encourage reinvestment in residential neighborhoods.
- Positively affect the value of the Town's housing stock and values.
- Lower the financial impact for homeowners to make significant improvements to their homes.
- Show a commitment by the Town to reinvest in residential neighborhoods.
- Provide an economic incentive to prospective buyers

All homeowners in single-family zoned areas would be eligible to participate, except those who are delinquent in taxes or other fees. To qualify, an improvement project which includes reconstruction or remodeling of a single family home, must cost a minimum of \$20,000, and be completed within 24 months of the project approval. To participate, the homeowner would need to submit an application to the Financial Services Department prior to construction beginning, provide a cost estimate for the improvement project, consent to periodic inspections during construction and verify final construction costs. If the application is approved, the homeowner would be required to execute an economic development agreement with the Town.

A one-time incentive equal to 10 times the amount of the increase in Town property taxes would be paid to the homeowner based on the property's pre-construction and post-construction appraised value. The appraisal district will determine the property's certified value. The incentive will be paid to the homeowner pursuant to the economic development agreement on April 1 of the first full calendar year subsequent to completion of the approved project.

Example: (taxable valuation based on value on January 1 for each year)

- Assume that a home improvement project begins in September 2015 and is completed December 2015. Further assume that the 2016 property taxes increase \$300 above the 2015 property taxes as a result of the increase in the taxable value of the improvements. The total incentive would be \$3,000 and would be paid on April 1, 2017.
- Assume that a home improvement project begins in January 2016 and is completed July 2016. Further assume that the 2017 property taxes increase \$550 above the 2016 property taxes as a result of the increase in the taxable value of the improvements. The total incentive would be \$5,500 and would be paid on April 1, 2018.

If this item is approved, staff will create a page on the website and market the program via press release, website, utility billing insert and social media.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: No financial impact this year. Future year's impact is dependent on utilization.

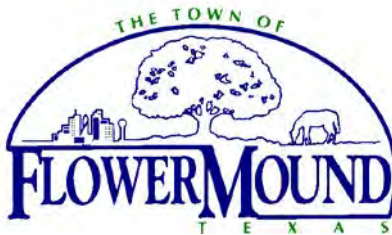
Finance Review by: Debra Wallace, Assistant Town Manager/CFO 

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

ATTACHMENTS:

1. HIIP Terms
2. HIIP Application
3. HIIP 380 program agreement
4. Ordinance

RECOMMENDATION: Move to approve a Home Improvement Incentive program, related 380 agreement and ordinance.



HOME IMPROVEMENT INCENTIVE PROGRAM TERMS & CONDITIONS

Town of Flower Mound, Texas

Eligibility Requirements

All homeowners in single-family zoned areas are eligible to participate, except those who are delinquent in taxes or other fees. To qualify, an improvement project involving the reconstruction or remodeling of a single family home must cost at least \$20,000 and be completed within 24 months of project approval.

To participate, a homeowner must submit an application to the Financial Services department of the Town of Flower Mound **prior to construction beginning**, provide a cost estimate for the improvement project, consent to periodic inspections during construction and verify final construction costs.

If an application is approved, the homeowner will be required to execute an economic development agreement with the Town prepared and approved by the town attorney.

Incentive Payment

A one-time incentive equal to 10 times the amount of the increase in city taxes will be paid to the homeowner based on the property's pre-construction and post-construction appraised value. The Denton County appraisal district will determine the property's certified value.

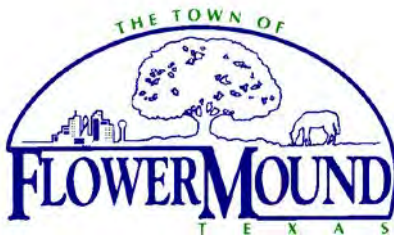
The incentive will be paid to the homeowner pursuant to the agreement on April 1 of the **first full calendar year subsequent** to completion of the approved project.

Examples

Assume that a home improvement project begins in September 2015 and is completed December 2015. Further assume that the 2016 property taxes increase \$300 above the 2015 property taxes as a result of the increase in the taxable value of the improvements. The total incentive would be \$3,000 and would be paid on April 1, 2017.

Assume that a home improvement project begins in January 2016 and is completed July 2016. Further assume that the 2017 property taxes increase \$550 above the 2016 property taxes as a result of the increase in the taxable value of the improvements. The total incentive would be \$5,500 and would be paid on April 1, 2018.

Note: Your incentive payment may result in federal income tax consequences. You should consult your own tax advisor. If the amount of your incentive payment is \$600 or more you may receive a Form 1099-misc from the Town.



HOME IMPROVEMENT INCENTIVE PROGRAM APPLICATION

Applicant Information

Project Address: _____

Property Owner(s) _____

Home Phone: _____

Work Phone: _____

Email: _____

Mailing Address (if different than project address):

Please describe the proposed home improvements, modification or remodeling in detail*

I certify that none of the above mentioned work has commenced

☐ Yes

I agree to obtain building permits for all work as required by Town ordinances

☐ Yes

Please detail the estimated project costs and attach any written estimates or other applicable documentation. Certified construction costs must total at least \$20,000.*

***attach additional sheets or photographs as necessary to complete required information**

Eligibility Requirements

All residential property zoned single-family is eligible for participation in the program. Projects for home improvements, modifications or remodeling of single-family residences are eligible for the incentive provided the certified construction costs of the project are a minimum of \$20,000. The project must be completed within twenty-four (24) months after approval by the Town as an eligible project for participation in the program. The property owner will be required to consent to periodic inspections by the Town as the project is constructed. Property owners who are delinquent in payment of property taxes or other fees owed to the Town are ineligible to participate in the program.

Application and Review Process

In addition to the application, the property owner will be required to provide such information as the Town staff may require in verifying the costs incurred for the project. The Financial Services department shall review the application and determine whether the proposed project qualifies for the incentive program and determine the amount of the project costs. The Financial Services department shall review a completed application within fifteen (15) days after submission. If an application is incomplete or if additional information is required, staff shall notify the Property Owner accordingly. The Property Owner shall provide a complete application and provide all requested information within the stated time period or the application shall be deemed withdrawn. The Financial Services Department shall notify the Property Owner in writing if the application is denied or approved, and if approved, the amount of the Approved Project costs.

Incentive Payment

A one-time payment equal to 10 times the amount of **the increase in town taxes** will be paid to the homeowner based on the property's pre-construction and post construction appraised value. The Denton County appraisal district will determine the home's certified value. The incentive payment will be paid to the homeowner pursuant to the incentive agreement on April 1 of the first full calendar year after completion of the approved project.

Examples

Assume that a home improvement project begins in September 2015 and is completed December 2015. Further assume that the 2016 property taxes increase \$300 above the 2015 property taxes as a result of the increase in the taxable value of the improvements. The total incentive would be \$3,000 and would be paid on April 1, 2017.

Assume that a home improvement project begins in January 2016 and is completed July 2016. Further assume that the 2017 property taxes increase \$550 above the 2016 property taxes as a result of the increase in the taxable value of the improvements. The total incentive would be \$5,500 and would be paid on April 1, 2018.

By my signature, I certify that all information submitted on this application is true and correct. I also certify that I have reviewed the eligibility requirements and that the project described above meets those requirements. I further certify that I have reviewed the application and review process and agree to comply with its requirements.

Applicant Signature

Date

Project approved: ☐ Yes ☐ No

Executive Director Financial Services

Date

Your incentive payment may result in federal income tax consequences. You should consult your own tax advisor. If the amount of your incentive payment is \$600 or more you may receive a Form 1099-misc from the City.

STATE OF TEXAS**COUNTY OF DENTON****Home Improvement Incentive Program Agreement**

This Home Improvement Incentive Program Agreement ("Agreement") is made by and between the Town of Flower Mound, Texas (the "Town") and _____ ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of a single-family residential structure located at _____, Flower Mound, Texas (the "Residence"); and

WHEREAS, Texas Local Government Code Chapter 380 allows the Town to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the Town promotes economic development within the Town and is essential for the continued economic growth and vitality of the Town; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the Town, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, the promotion of the housing stock is a major contributing factor to the growth of the Town, which in turns stimulates trade and commerce and reduces unemployment; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since businesses will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the Town has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the Town, will benefit the Town and the Town's inhabitants, will promote local economic development, and will stimulate business and commercial activity in the Town.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Section 2. Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Approved Project” shall mean a project for home improvements, modifications or remodeling of the Residence as approved by the Financial Services Department as being eligible for an incentive under the Home Improvement Incentive Program.

“Town” shall mean the Town of Flower Mound, Texas.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Approved Project; and (ii) all necessary permits for the construction of the Approved Project have been issued by all applicable governmental authorities.

“Completion of Construction” shall mean the date of the Town’s final inspection of Residence following the construction of the Approved Project.

“Effective Date” shall mean the last date of execution hereof.

“Event of Bankruptcy or Insolvency” shall mean insolvency, appointment of receiver for the Property Owner and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owner and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean two (2) years from Completion of Construction.

“Home Improvement Program” shall mean the Town of Flower Mound Home Improvement Incentive Program adopted by Ordinance No. [REDACTED], and as may be amended from time to time.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the Town.

"Incentive" shall mean an economic development incentive in an amount equal to up to ten (10) times the amount of increase in property taxes for the Residence for the first tax year following the Completion of Construction as the result of the increase in the Taxable Value of the Residence, under the Home Improvement Incentive Program as determined by the Financial Services Department for the Approved Project.

"Residence" shall mean the single-family residential structure, excluding the land, located at _____, Flower Mound, Texas.

"Property Owner" shall mean the owner of the Residence.

"Taxable Value" shall mean the appraised value of the Residence as certified by the applicable appraisal district, or its successor entity, as of January 1 of a given year.

Section 3. Economic Development Incentive

(a) Payment. Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owner to repay the Incentive pursuant to Section 5(b) hereof, the Town agrees to provide the Incentive to the Property Owner to be paid in a single lump-sum payment on April 1 of the first full calendar year following Completion of Construction. For example, assume that the Approved Project is completed in December 31, 2015 and that the 2016 property taxes for the Residence increased \$300.00 above the 2015 property taxes as a result of the Approved Project. The total Incentive would be \$3,000.00 and would be paid on April 1, 2017.

(b) Current Revenue. The Incentive made hereunder shall be paid solely from lawfully available funds that have been appropriated by the Town. Under no circumstances shall Town's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the Town's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

Section 4. Incentive Conditions

(a) Conditions. The Town's obligation to pay the Incentive shall be conditioned upon the Property Owner's continued compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article.

(b) Inspections. The Property Owner agrees to submit to periodic inspections of the Residence by the Town during the period beginning with the date of Commencement of Construction and ending on date of Completion of Construction.

(c) Construction Costs. The construction costs incurred and paid by the Property Owner for the Approved Project shall be at least \$20,000 (the "Certified Costs"). The Property Owner shall, as a condition precedent to the payment of the Incentive, provide copies of invoices, receipts and other documentation as may be reasonably requested by the Town to verify the costs incurred and paid by the Property Owner for construction of the Approved Project.

(d) Completion of Construction. The Property Owner shall cause Completion of Construction of the Approved Project to occur on or before twenty-four (24) calendar months after the Town approval of the Property Owner's proposed project for an Incentive.

Section 5. Termination

- (a) This Agreement shall terminate upon the occurrence of any one of the following:
- (1) mutual agreement of the parties;
 - (2) the Expiration Date;
 - (3) at the Town's option, if any Impositions owed to the Town or the State of Texas by Property Owner shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);
 - (4) by the Town in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
 - (5) by Town, if the Property Owner suffers an Event of Bankruptcy or Insolvency;
 - (6) by Town, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
 - (7) the sale or transfer of the Residence following one assignment of this Agreement as provided herein.
- (b) In the event of termination by the Town pursuant to (a)(3), (4), (5), (6) or (7) the Property Owner shall immediately repay to the Town an amount equal to Incentive paid to Property Owner, if any, prior to termination of this Agreement.

Section 6. Miscellaneous

(a) Assignment. This Agreement may not be assigned without the prior written consent of the Town, except that this Agreement may be assigned by the Property Owner one (1) time in connection with the sale or transfer of the ownership (including a life estate) of the Residence to a subsequent owner of the Residence upon thirty (30) days prior written notice to the Town. This Agreement shall automatically terminate upon any subsequent sale or transfer of the ownership of the Residence.

(b) Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

(c) Limitation on Liability. It is understood and agreed between the parties that the Property Owner and/or Property Owners, in satisfying the conditions of this Agreement, have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions.

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

(e) Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

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

If intended for Property Owner, to:

Flower Mound, Texas _____

If intended for Town, to:

Attn: Town Manager
 Town of Flower Mound, Texas
 2121 Cross Timbers Road.
 Flower Mound, Texas 75028

With a copy to:

Attn: Bryn Meredith
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

(g) Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

(h) Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(i) Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

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

(k) Recitals. The recitals to this Agreement are incorporated herein.

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

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

(signature page to follow)

Town of Flower Mound, Texas

By:

Jimmy Stathatos, Town Manager

Attest:

By:

Town Secretary

Approved As To Form:

By:

Bryn Meredith, Town Attorney

Executed on this _____ day of _____, 20 .

Property Owner

By: _____

Name:

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," OF THE CODE OF ORDINANCES BY ADDING SECTION 14-2, "HOME IMPROVEMENT INCENTIVE PROGRAM"; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Chapter 380 allows the Town to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the Town promotes economic development within the Town and is essential for the continued economic growth and vitality of the Town; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the Town, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, the promotion of the housing stock is a major contributing factor to the growth of the Town, which in turns stimulates trade and commerce and reduces unemployment; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the Town has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the Town, will benefit the Town and the Town's inhabitants and will promote local economic development and stimulate business and commercial activity in the Town.

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

SECTION 1

That Section 14-2 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby added to read as follows:

"Sec. 14-2. – Home Improvement Incentive Program.

- (a) *Purpose.* Pursuant to V.T.C.A., Local Government Code ch. 380, the Town may, subject to available funding and the conditions of this program, provide economic development incentives equal to the increase in property taxes for a single-family residential structure following the construction of improvements to, or the remodeling of, such residence.

- (b) *Incentive.* The Town may provide an economic development incentive equal to 100 percent of the increase in property taxes for the tax year following the completion of an approved project as the result of the increase in the certified appraised value of the residence as determined by the appraisal district. Said incentive will be based on the increase in property taxes in the first tax year following completion of the improvements. That amount will be multiplied by ten and paid in a single lump-sum payment (see example below). The economic development incentive shall be provided through a contract between the Town and the property owner to be prepared and approved by the Town attorney. The economic development incentive may be assigned one time in connection with the sale or transfer of the ownership (including a life estate) of the residence to a subsequent owner. In the event the residence is sold or transferred following an assignment, the economic development incentive agreement shall automatically terminate.
- (c) *Eligibility requirements.* All residential property zoned single-family is eligible for participation in the program. Projects for home improvements, modifications or remodeling of single-family residences are eligible for the property tax rebate incentive provided the certified construction costs of the project are a minimum of \$20,000.00. The project must be completed within 24 months after approval by the Town as an eligible project for participation in the program. The property owner will be required to consent to periodic inspections by the Town as the project is constructed. The property owner will be required to provide such information as the Town staff may reasonably require to verify the costs incurred by the property owner for the project. Property owners or persons who are delinquent in payment of property taxes or other fees owed to the Town are ineligible to participate in the program.
- (d) *Application.* A person desiring to participate in the program shall submit an application to the neighborhood services division on a form provided by the Town. The application shall require the property owner to provide the details of the proposed home improvement project, the estimated project costs and such other information as the Town may require.
- (e) *Review process.* The application shall be reviewed by the executive director of financial services department (or designee) who shall determine whether the proposed project qualifies for the program and the amount of the approved project costs. The executive director of financial services shall review a completed application within 15 business days after submission. If an application is incomplete or if additional information is required, the executive director of financial services shall notify the property owner accordingly. The property owner shall provide a complete application or the requested information, as the case may be, within the stated time period or the application will be deemed withdrawn. The financial services department will notify the property owner in writing if the application is denied or approved, and if approved, the amount of the approved project costs, as well as provide the required incentive contract. The property owner will be required to execute and return the incentive contract within 15 business days after receipt from the Town.
- (f) *Incentive payment.* The total incentive will be paid to the property owner pursuant to the Home Improvement Incentive Program Agreement on April 1 of the first full calendar year after completion of an approved project. For example, assume that a project is completed in December 2015. The payment of the economic development incentive would be paid on April 1, 2017. Further assume that the 2016 property taxes increased

\$300.00 above the 2015 property taxes as a result of the increase in the taxable value of the improvements. The total incentive would be \$3,000.00 and would be paid on April 1, 2017. The amount of the incentive shall be determined by the executive director of financial services, whose decision shall be final in all respects.”

SECTION 2

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

SECTION 3

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 4

This Ordinance shall be in full force and effect from and after the date of its passage and publication 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 ____ DAY OF FEBRUARY, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: February 1, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider Town Charter amendment proposals.

BACKGROUND INFORMATION: At the January 21, 2016, Town Council meeting, there was Council consensus to bring forward a future agenda item for the purpose of discussing proposed Charter amendments to submit to the voters.

The last Town Charter election was May of 2012. The Charter requires that a regular review be held at least every five years.

The purpose of this item is to allow the Mayor and Town Council to provide staff direction relative to any proposed Charter amendments.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Charter may not be amended more often than every two years per the Texas Constitution [Article 11, Section 5(b)].

FISCAL IMPACT: N/A

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

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. N/A

RECOMMENDATION: As directed by Town Council.

Town Council Future Agenda Items



SCHEDULED 2/15/2016 Presentation PLACEHOLDER: Keep Flower Mound Beautiful

Consent Consider approval of the minutes from a regular meeting of the Town Council held on February 1, 2016.

Consent Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general and special election to be held on May 7, 2016, for the offices of Mayor, Town Council Place 1, Town Council Place 2, and Town Council Place 4.

Consent Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Article I, "In General" of Chapter 54 "Parks and Recreation" of the Code of by amending Sections 54-2(d)(1-3) and adding Section 54-2(d)(4), entitled "Seniors in Motion", and by amending Appendix A "Fee Schedule" Section 54-2(d) "Seniors in Motion Membership Fee" to change the calendar year annual fee to a twelve month pass and add a day pass for the Seniors in Motion program.

Consent Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Casino Night.

Consent Consider approval of the purchase of two (2) new 2016 Ford Interceptor Sedans for the Police Department from Sam Pack's Five-Star Ford through the Texas Local Government Purchasing Cooperative program, in the total amount of \$98,456.34

Consent Consider approval for the construction of a Temporary Fire Station that will transition into the Western Operations and Maintenance Facility to cover the Canyon Falls Development area to Basic IDIQ, through an Interlocal agreement with the Texas Cooperative Purchasing Network, in the amount of \$680,000.00.

Consent Consider approval of 14 Decorative Street Lights and an agreement with Oncor to provide the fixtures and provide for maintenance service of same in the amount of \$25,528.57 and authorize the Mayor to execute same on behalf of the Town.

Consent Consider approval of the Final and Change Order No. 1 for the construction of the Flower Mound Road Turn Lanes at Native Oak Drive and Auburn Turn Lane at FM 1171 project, amending the contract with 3D Paving and Contracting, LLC., for a decrease in the contract amount of \$29,032.40; acceptance of the project; and authorization of final payment to the contractor, 3D Paving and Contracting, LLC., in the amount of \$20,287.57; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	2/15/2016	Consent	Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 1171 at FM 2499 East Bound Right Turn Lane project in the amount of \$45,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Public Hearing to consider a request for a Specific Use Permit No. 438 (SUP15-0009 -Hawk Road Cell Tower) to permit a new communication tower and to consider adopting an ordinance providing for said amendment. The property is located at 6901 Hawk Road. (Item tabled to February 15, 2016, meeting)
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0002 – Land Use Definitions) to amend Section 1, Land Use Plan, by modifying the Medium Density and High Density definitions, and by creating two new residential land use categories, “Medium High Density” and “High Density Single-Family Detached,” and to consider adopting an ordinance providing for said amendment. (Planning and Zoning Commission recommended by a vote of to at its February 8, 2016, meeting.)
		Regular	The first of two Public Hearings to review Chapter 50, Article III, “Offenses regarding Minors,” Division 2, “Curfew.”
		Regular	Tree Removal Permit- Mi Dia
		Regular	Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Chapter 18, “Businesses”, Article III “Food and Food Establishments”, by amending Section 18-92 to adopt the updated Texas Food Establishment Rules from the Texas Department of State Health Services, and adopting a new Section 18-127 to establish a variance process to allow dogs on patios of permitted food establishments, and by amending Appendix A “Fee Schedule”, relative to adding a permit fee for the variance application.
	2/18/2016	Work Session	PLACEHOLDER: Joint work session with Town Council and Environmental Conservation Commission (ECC)/Discuss the current process for calculating fees in lieu of parkland donation ordinance and possibly changes to the process.
	3/7/2016	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on February 15, 2016.
		Consent	Consider approval of a resolution extending the bank depository agreement with JPMorgan Chase Bank, NA, for a two-year renewal period, declaring an effective date; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	The second of two Public Hearings to review Chapter 50, Article III, “Offenses Regarding Minors,” Division 2, “Curfew and to consider adopting a resolution continuing the current Juvenile Curfew Ordinance in effect.”
	3/21/2016	Consent	ADA Transition Plan 2016 Update.

SCHEDULED	3/21/2016	Consent	Long Prairie 12-Inch Water Line Section 2 Construction Award.
		Consent	Forest Vista Reconstruction Phase I Testing Award.
		Consent	Regency Park Booster Pump Station Change Order 3 and Final Acceptance.
		Consent	Heritage Park Dog Park Final Acceptance.
		Consent	Pintail Pump Station Capacity Improvements Construction Award.
		Consent	Twin Coves Park Improvements - TPWD Grant Agreement.
		Consent	Consider approval of final acceptance of the Individual Parks Improvement (Cortadera, Culwell, and Leonard Johns Parks) project; authorization for final payment to 2L Construction, LLC, in the amount of \$11,816.50.
		Consent	Forest Vista Reconstruction Phase I Construction Award.
		Consent	Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2015.
		Consent	Pintail Ground Storage Tank Final Acceptance.
		Consent	Western Pump Station Change Order 9 and Final Acceptance.
		Consent	FM 1171 @ Forums Signal Change Order & Final Acceptance.
		Consent	FM 2499 @ Lakeside Intersection Improvements Final Acceptance.
		Consent	Raintree 12-Inch Water Line Change Order 1 and Final Acceptance.
		Consent	Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive) Design Award.
		Consent	Consider approval of emergency agreement for the construction of Bakers Branch Creek Bank Stabilization @ 1601 Twilight Dr. and the construction of the scheduled project for the McKamy Branch Creek Bank Stabilization @ 3400 Pheasant Ct.
4/4/2016		Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2016, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
		Consent	Long Prairie 12-Inch Water Line Section 2 Testing Award.
		Consent	2015 Street Reconstruction Construction Award.

SCHEDULED	4/4/2016	Consent	Oak Street Lift Station & Force Main Change Order 2.
	4/18/2016	Consent	2015 Street Reconstruction Testing Award.
		Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
	5/2/2016	Consent	Oak Street Lift Station and Force Main Final Acceptance.
	5/16/2016	Consent	Consider approval of an ordinance canvassing and declaring the results of a general election held May 7, 2016, for the purpose of electing the offices of Mayor, Town Council Place 1, Town Council Place 2, and Town Council Place 4.
FUTURE		Consent	FM 2499 12-Inch Water Line Phase III Testing Award.
		Consent	Consider adoption of an ordinance granting to Oncor Electric Delivery Company LLC, its successors and assigns, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the Town of Flower Mound, Texas, providing for compensation therefor, providing for an effective date and a term of said franchise, providing for written acceptance of this franchise, providing for the repeal of all existing franchise ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns, and finding that the meetings at which this ordinance is passed is open to the public.
		Consent	FM 2499 @ FM 3040 Water Line Replacement Design Award.
		Consent	FM 2499 @ FM 3040 Water Line Replacement Construction Award.
		Consent	FM 2499 12-Inch Water Line Phase III Construction Award.
		Regular	Farmers Market Ordinance
		Regular	Tree Removal Permit- The Conservatory