

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

APRIL 4, 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. PRESENTATIONS

1. Special recognition of Flower Mound Citizens Academy graduates
2. Texas Municipal Library Directors Association (TMLDA) "Achievement of Library Excellence" Award
3. American Public Works Accreditation

E. 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.

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.

H. 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).

Town Council Meeting Agenda

April 4, 2016

Page 2

I. COORDINATION OF CALENDARS

1. The next Town Council meeting is scheduled for April 18th.

J. 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 3/21** - Consider approval of the minutes from a regular meeting of the Town Council held on March 21, 2016.
2. **Facility maintenance contract** - Consider approval of the award of Request for Bids Number 2016-38 to Zac Moore Construction and Unlimited Hotel Services, Incorporated to establish an annual unit price contract to provide minor construction and repair activities in an estimated amount of \$200,000; 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.
3. **Lighthouse Drive DA** - Consider approval of an amended Development Agreement for the property located at 4809 Lighthouse Drive; and authorization for the Mayor to execute same on behalf of the Town.
4. **Pintail Pump station PSA** - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide contract construction administration phase services, associated with the Pintail Pump Station Capacity Improvement project, in the amount of \$67,500.00; and authorization for the Mayor to execute same on behalf of the Town.
5. **CoServ easement agreement** - Consider approval of the CoServ Electric Service and Easement Agreement to provide dual source electric service to the Town's Wastewater Treatment, and authorize the Mayor to execute same on behalf of the Town.
6. **Long Prairie water line** - Consider approval of the award bid of Bid No. 2016-34 to Saber Development Corporation, for the Long Prairie 12-Inch Water Line project, section 2, in the amount of \$499,551.00; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

7. **Hawks Hill QT (MPA16-0001)**

Public Hearing

Public Hearing to consider a request for a Master Plan Amendment (MPA16-0001 – Hawks Hill QT) to amend Section 3.0, Specific Plans, and Section 4.0, Urban Design Plan, by amending the roof and parapet standards for Specific Plan Area 5 (SPA 5) that apply to the subject property, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Long Prairie Road and south of Waketon Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its March 28, 2016, meeting.)*

Town Council Meeting Agenda**April 4, 2016****Page 3****8. Hawks Hill QT (SUP16-0001)****Public Hearing**

Public Hearing to consider a request for a Specific Use Permit No. 443 (SUP16-0001 - Hawks Hill QT) to permit a convenience store with gasoline sales, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Long Prairie Road and south of Waketon Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its March 28, 2016, meeting.)*

9. Curfew ordinance**Public Hearing**

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."

10. Solid waste ordinance**Public Hearing**

Public Hearing to consider adopting on first reading an ordinance of the Town Council of the Town of Flower Mound, Texas, granting a franchise for solid waste services to Community Waste Disposal, L.P.

11. Parkside at Woodlake (MPA15-0013)**Public Hearing**

Public Hearing to consider a request for a Master Plan Amendment (MPA15-0013 – Parkside at Woodlake, Phase 2) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to High Density Residential on approximately 1.0 acre of land, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. *(The Planning and Zoning Commission recommended denial by a vote of 3 to 2 at its March 14, 2016, meeting.)*

12. Parkside at Woodlake (ZPD15-0020)**Public Hearing**

Public Hearing to consider a request for rezoning (ZPD15-0020 – Parkside at Woodlake, Phase 2) to amend Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include additional land, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. *(The Planning and Zoning Commission recommended denial of the companion Master Plan Amendment (MPA15-0013) by a vote of 3 to 2 at its March 14, 2016, meeting; therefore, its recommendation for the subject zoning amendment was also denial.)*

13. Parkside at Woodlake – tree removal**Public Hearing**

Public Hearing to consider an application for a tree removal permit for two (2) specimen trees on property proposed for development at Parkside at Woodlake, Ph. 2. The property is generally located south of Rembert Drive and west of Long Prairie Road. *(The Environmental Conservation Commission recommended denial by a vote of 4-2-0 at its March 1, 2016, meeting).*

Town Council Meeting Agenda

April 4, 2016

Page 4

L. BOARDS/COMMISSIONS

'Meet and Greet' interview session scheduled for Thursday, April 21st.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 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 economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, police, and/or other municipal purposes and all matters incident and related thereto.
- c. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Court Judge.

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.

N. 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.

O. 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: April 1, 2016, at 11:45 a.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: April 4, 2016

FROM: Theresa Scott, Town Secretary

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

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

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 21ST DAY OF MARCH 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
Gary Sims	Executive Director of Community Services
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Matt Hotelling	Traffic Engineer
Eric Greaser	Fire Chief
Christine Hastings	Animal Services Manager

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 Russ McNamer gave the invocation and 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 (as written on the form)
1.	Jeff Tasker, 3709 Sandhurst	New on profit organization called Roar 4 Change
2.	Don McDaniel, 3801 Hide A Way Ln	Public participation
3.	Kathy O'Keefe, 3004 Oxford Ct	Fine tuning our families
4.	Angie Cox, 7616 Emerson Ln	KFMB, commercial recycling
5.	Carol Kohankie, 4312 Lauren Way	Commercial recycling
6.	Warner Watkins, 2800 London Ln	Veterans programs
7.	Jason Webb, 2445 Creekhaven	Easter sunrise service and elections

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 2**E. ANNOUNCEMENTS**

Mayor Pro Tem Dixon reported on the Chamber State of the Cities event.

Councilmember Webb reported on two public information request received, and the associated time involved to produce the records responsive.

Mayor Hayden reported on a public information request received from a member of a Council for his call logs and text messages.

F. TOWN MANAGER'S REPORT

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

Mr. Stathatos gave an update on the following CIP projects:

- Forest Vista reconstruction phase
- Regency pump station

2. Update and discussion on Economic Development projects.

Mr. Stathatos gave an update on the following ED projects:

- Gloria's will be open within the next week or two
- Parker Square activity update, which includes a new restaurant

3. Update and discussion on Denton County Transportation Authority.

Mr. Stathatos and Mr. Hotelling gave an update on the Denton County Transportation Authority identifying or noting:

- Potential trip generators
- Mobility assistance, including mobility on demand service
- Needs assessment
- Next steps include having the topic as a discussion item at the June Strategic Planning Session, with Jim Cline participating in that session if needed

4. Discussion on Town events and programs for veterans.

Mr. Stathatos provided background information that led to the Town publishing a page on the Town's website related to current events and programs recognizing Veterans.

Councilmember Bryant announced that there will be a Memorial Day event this year at Town Hall. He also announced interest in having a Veterans liaison position that would have the authority to get things done. This individual would also have input on what goes on the Veterans page on the Town's website.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 3

Deputy Mayor Pro Tem Gelbman reiterated his interest in offering a celebration program for returning troops.

There was Council consensus to go forward with a Veterans liaison, with the understanding Councilmember Bryant would work with staff on creating the responsibilities, followed by full Council approval.

5. Other:

- Ms. Wallace provided an update on the recent recycling error and Waste Management's offer to refund the Town for the error with the recyclables that accidentally went into the landfill
- Mayor Hayden and Ms. Wallace provided an update on the solid waste contract
- Mayor Pro Tem Dixon announced that the north bound lanes of FM 2499 will be open next week. He also provided background information as it relates to the flyover at FM 2499 and Gerault
- Mayor Hayden expressed appreciation for the County's support with the funding of this section of FM 2499. He also announced future improvements that are planned for this area

G. FUTURE AGENDA ITEMS

1. Councilmember Webb requested that at the next Council meeting a plan be put together for the best long term process for dealing with PIRs, given the volume is continuing.

Ms. Scott responded with a statement of fact, as requested by Mayor Pro Tem Dixon, on the recent changes to the public information request form, and pointed out that the discussion with him had to do with the suggestion of adding the option of no duplicates to the form.

There was Council consensus to bring forward a future discussion item regarding a plan to manage the volume of PIRs.

H. COORDINATION OF CALENDARS

Mayor Hayden announced that the next Town Council meeting is scheduled for April 4th.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on February 15, 2016.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on February 15, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 4

2. Consider approval of the minutes from a joint work session of the Town Council and Environmental Conservation Commission held on February 18, 2016.

RECOMMENDATION: Move to approve the minutes from a joint work session of the Town Council and Environmental Conservation Commission held on February 18, 2016.

3. 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.

RECOMMENDATION: Move to approve 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.

RESOLUTION NO. 06-16

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, EXTENDING THE BANK DEPOSITORY AGREEMENT WITH JPMORGAN CHASE BANK, NA, FOR A TWO-YEAR RENEWAL PERIOD AND DECLARING AN EFFECTIVE DATE.

4. Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2015.

RECOMMENDATION: Move to approve the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2015.

Item 5 was pulled from Consent

6. 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 No. 70-15, No. 04-16 and No. 09-16 for an adjustment to the General Fund and the Library Development Fund.

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 No. 70-15, No. 04-16 and No. 09-16 for an adjustment to the General Fund and the Library Development Fund.

ORDINANCE NO. 13-16

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, 04-16

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 5

and 09-16, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND AND LIBRARY DEVELOPMENT 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.

7. Consider approval of the purchase of a six (6) new 9C1 Pursuit 2-Wheel Drive Tahoes for the Police Department from Reliable Chevrolet through an interlocal agreement with Tarrant County, in the amount of \$288,600.00.

RECOMMENDATION: Move to approve the purchase of a six (6) new 9C1 Pursuit 2-Wheel Drive Tahoes for the Police Department from Reliable Chevrolet through an interlocal agreement with Tarrant County, in the amount of \$288,600.00.

8. Consider approval of an agreement with Motorola for the upgrades to radios and communications equipment that were approved during the 2015-2016 budget process; and authorization for the Mayor to execute the same on behalf of the Town.

RECOMMENDATION: Move to approve an agreement with Motorola for the upgrades to radios and communications equipment that were approved during the 2015-2016 budget process; and authorization for the Mayor to execute the same on behalf of the Town.

9. Consider approval of the purchase of a rapid deployment vehicle by the Flower Mound Police Department.

RECOMMENDATION: Move to approve the purchase of a rapid deployment vehicle by the Flower Mound Police Department.

10. 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.

RECOMMENDATION: Move to approve 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.

11. Consider approval of the purchase and installation of play equipment for the Staton Oak Park Playground project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$170,466.00.

RECOMMENDATION: Move to approve the purchase and installation of play equipment for the Staton Oak Park Playground project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$170,466.00.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 6

12. Consider approval of emergency agreement for the construction of Bakers Branch Stabilization at 1601 Twilight Drive project in the amount of \$126,618.00, and the construction of McKamy Creek Bank Stabilization at 3400 Pheasant Court project, in the amount of \$32,190.00.

RECOMMENDATION: Move to approve an emergency agreement for the construction of Bakers Branch Stabilization at 1601 Twilight Drive project in the amount of \$126,618.00, and the construction of McKamy Creek Bank Stabilization at 3400 Pheasant Court project, in the amount of \$32,190.00.

13. Consider approval of a Professional Services Agreement for the design phase services of the FM2499 at FM3040 24-Inch Water Line Crossing Replacement project, with Kimley-Horn and Associates, Inc., for \$20,900.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement for the design phase services of the FM2499 at FM3040 24-Inch Water Line Crossing Replacement project, with Kimley-Horn and Associates, Inc., for \$20,900.00; and authorization for the Mayor to execute same on behalf of the Town.

14. Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services associated with the ADA Transition Plan & Implementation project - 2016 Update, in the amount of \$100,000.00; and authorization for the Mayor to execute the same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services associated with the ADA Transition Plan & Implementation project - 2016 Update, in the amount of \$100,000.00; and authorization for the Mayor to execute the same on behalf of the Town.

Item 15 was pulled from Consent.

16. Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by extending the reduced school speed zone for Bridlewood Boulevard, Garden Road, and Peters Colony Road.

RECOMMENDATION: Move to approve an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by extending the reduced school speed zone for Bridlewood Boulevard, Garden Road, and Peters Colony Road.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 7

ORDINANCE NO. 14-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" PROVIDING FOR THE MAXIMUM PRIMA FACIE SPEED LIMIT FOR CERTAIN STREETS AND PORTIONS OF CERTAIN STREETS WITHIN THE TOWN AT CERTAIN TIMES; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

17. Consider approval of a resolution to enter into a Volunteer Cooperation Agreement for Operation and Maintenance of Traffic Signals with the Texas Department of Transportation, with proposed revenue of \$66,080.08; and authorization for the Mayor to execute the same on behalf of the Town.

RECOMMENDATION: Move to approve a resolution to enter into a Volunteer Cooperation Agreement for Operation and Maintenance of Traffic Signals with the Texas Department of Transportation, with proposed revenue of \$66,080.08; and authorization for the Mayor to execute the same on behalf of the Town.

RESOLUTION NO. 07-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING A VOLUNTARY COOPERATION AGREEMENT FOR THE OPERATION AND MAINTENANCE OF CERTAIN TRAFFIC SIGNALS LOCATED ALONG THE STATE HIGHWAY SYSTEM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND OTHER LOCAL GOVERNMENTAL AGENCIES; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

18. Consider approval of Change Order No. 1 and final acceptance of the FM 1171 at Forums Drive Traffic Signal project amending the contract with Durable Specialties Inc., for a decrease of \$8,176.00; authorization for final payment to Durable Specialties Inc., in the amount of \$20,150.90; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve Change Order No. 1 and final acceptance of the FM 1171 at Forums Drive Traffic Signal project amending the contract with Durable Specialties Inc., for a decrease of \$8,176.00; authorization for final payment to Durable Specialties Inc., in the amount of \$20,150.90; and authorization for the Mayor to execute same on behalf of the Town.

19. Consider approval for the final acceptance of the Pintail Ground Storage Tank Rehabilitation project and authorization of final payment to the contractor, NG Painting L.P., in the amount of \$62,155.00.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 8

RECOMMENDATION: Move to approve the final acceptance of the Pintail Ground Storage Tank Rehabilitation project and authorization of final payment to the contractor, NG Painting L.P., in the amount of \$62,155.00.

Item 20 was pulled from Consent.

21. Consider approval of replastering the outdoor pool at the Community Activities Center.

RECOMMENDATION: Move to approve replastering the outdoor pool at the Community Activities Center.

Mayor Pro Dixon to approve by consent Items 1 – 4; 6 – 14; 16 – 19; & 21. Councilmember Bryant 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: WISE, WEBB, BRYANT, DIXON, GELBMAN

NAYS: NONE

5. Consider approval of a Memorandum of Understanding (MOU) between Denton County and the Town of Flower Mound regarding the Gibson-Grant Long Prairie Log Cabin Site.

Staff Presentation

Ms. Wallace described the scope of work associated with the Memorandum of Understanding.

Ms. Wallace responded to questions from Council as follows:

- Is the restoration and management included
- Clarification regarding the role of Denton County
- Has an estimate been determined for the restoration

Councilmember Webb moved to approve a Memorandum of Understanding (MOU) between Denton County and the Town of Flower Mound regarding the Gibson-Grant Long Prairie Log Cabin Site. Deputy Mayor Pro Tem Gelbman seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE

NAYS: NONE

15. Consider approval of a Supplement to the Harris County Department of Education Choice Partners Cooperative Contract Between the Town of Flower Mound and Basic IDIQ, through an Interlocal Agreement provided through the Harris County Department of Education with Basic IDIQ, for the construction award of a Temporary Fire Station to cover the Canyon Falls Development area, which will

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 9

transition into the Western Operations and Maintenance Facility, in the amount of \$771,398.40; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Chief Greaser summarized the purpose of this item, anticipated services, timing, and the associated benefits that will be gained for having the additional fire station. He also pointed out long term plans for a future permanent location.

Chief Greaser or Ms. Wallace responded to questions from Council as follows:

- What happens to the facility when it's vacated by the fire department

Deputy Mayor Pro Tem Gelbman moved to approve a Supplement to the Harris County Department of Education Choice Partners Cooperative Contract Between the Town of Flower Mound and Basic IDIQ, through an Interlocal Agreement provided through the Harris County Department of Education with Basic IDIQ, for the construction award of a Temporary Fire Station to cover the Canyon Falls Development area, which will transition into the Western Operations and Maintenance Facility, in the amount of \$771,398.40; and authorization for the Mayor to execute same on behalf of the Town. Councilmember Webb seconded the motion.

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

20. Consider approval of the award of Bid No. 2016-33 to Felix Construction Company, for the Pintail Pump Station Capacity Improvements project, in the amount of \$1,009,380.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Mr. Parr provided background information regarding the purpose of the pump station and noted that 90% of the cost is being paid for by the developer.

Mayor Pro Tem Dixon moved to approve the award of Bid No. 2016-33 to Felix Construction Company, for the Pintail Pump Station Capacity Improvements project, in the amount of \$1,009,380.00; and authorization for the Mayor to execute same on behalf of the Town. Councilmember Bryant seconded the motion.

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

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 10**J. REGULAR ITEMS**

22. 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.

Staff Presentation

John Martin, Hilltop Securities

Mr. Martin gave a presentation identifying or noting:

- Purpose of the item
- Debt service savings
- Anticipated reduction of \$200,000 per year

Councilmember Bryant moved to approve 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. Mayor Pro Tem Dixon seconded the motion.

ORDINANCE NO. 12-16

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "TOWN OF FLOWER MOUND, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF SAID BONDS; AND DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID BONDS TO AN AUTHORIZED TOWN OFFICIAL.

VOTE ON MOTION:

Motion passed

AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN

NAYS: NONE

23. Discuss and consider the scope and role of the Animal Services Board.

Staff Presentation

Mr. Stathatos provided background information, noting that the Animal Services Board (ASB) is seeking feedback from Council regarding some of their initiatives.

Ms. Hastings indicated the ASB would like to be more involved in the community and would like instruction from the Council to help develop their ideas. She pointed out the core responsibilities of the Board; noting however, that there is interest in having more community involvement. She pointed out a few examples relative to

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 11

things they would like to do such as being involved in fund raising to help with the animal care fund, or to represent the animal services at a registration event held recently at The Hound Mound.

Ms. Hastings responded to questions from Council as follows:

- Who would authorize the disbursement of any funds received through fund raising
- What are the Animal Services Board interactions with external volunteer organizations such as Humane Tomorrow, and a request to consider leveraging each other's strengths
- Interest in having the local veterinarians be a voice in what is being recommended to make sure there are no concerns as it relates to interfering with services they offer

Councilmember Bryant summarized the intent of the board and noted that if they get Council approval they can start working on some of the things they have only been talking about up to this point. He added that the Board has been working on the proposed document since April of last year.

There was Council consensus to move forward with all three options presented by the Animal Services Board as outlined below, and to take the necessary steps for implementation.

I. **Education Program:** the ASB views one of its primary roles as educating the community on issues related to animals, both wild and domestic. In order to accomplish these goals, the ASB proposes the following educational content and processes on which to present it to the community.

a. Education Content:

i. Wildlife Issues

1. Snakes
2. Skunks
3. Rabies
4. Seasonal animal issues

ii. Domestic Animal Issues

1. Vaccinations
2. FM ordinances
3. Seasonal issues

b. Educational Processes: The mechanisms for educating the public are listed below. We have purposely listed these education processes in order based on the amount of resources required from the Animal Services Department staff with the first item requiring the least amount of staff resource.

i. Town Website

ii. Social Media/Facebook

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

- iii. Utility Bill Insert
- iv. FM TV
- v. Personal Appearances
 - 1. Schools
 - 2. Library
 - 3. Public events
 - 4. CAC events

II. **Volunteer Program Upgrade Project:** Volunteers are an important resource for the efficient functioning of the Animal Services Department. Volunteers assist the Animal Services staff with a range of duties as well as provide a unique connection between Animal Services Department and the Flower Mound community. In order to assure the safety of our volunteers it is essential that they receive the proper training and orientation. The Animal Services Board proposes a redevelopment of the volunteer training and orientation program. This will include:

- a. Development of Volunteer Training and Orientation Program
- b. Development of Volunteer Training Manual
- c. Development of Animal Services volunteer policies and procedures

III. **Flower Mound Dog Park:** The Animal Services Board maintains a specialized knowledge base with regard to the behavior of animals (dogs) as well as the interaction between animals and humans. Clearly, this knowledge would be a necessary component during the development of the Flower Mound Dog Park. The ASB proposes that it assists in development by providing:

- a. Education regarding animal and animal/human behavior
- b. Assistance in developing the policies and procedures for the dog park
- c. Marketing at local events

24. 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. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its December 14, 2015, meeting.) (The Town Council postponed the item at its December 21, 2015, meeting.)*

This item was withdrawn by the applicant and therefore not heard by Town Council.

25. Public Hearing to consider a request for rezoning (ZPD16-0002 – Home Depot/Silveron Addition) to amend Specific Use Permit No. 245 (SUP-245) within Planned Development District No. 31 (PD-31) to allow for temporary or seasonal sales, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway and east of Long Prairie

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

Road. *(The Planning and Zoning Commission recommended approval by a vote of 4 to 0 at its March 14, 2016, meeting.)*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- General location
 - Detailed location
 - Land use and zoning
 - Photos of the existing site
 - The request is for the purpose of allowing seasonal sales of Christmas trees only as a permitted use, and based on what is allowed in campus commercial in general
 - Proposed PD standards
- Special times tree sales can be done

Mr. Powell responded to the following questions from Council:

Why isn't the Town doing this for Lowe's as well

- Does the ordinance, in this situation, allow an opportunity for a non business in Flower Mound to come in and lease space in a parking lot from a landlord to be able to put a tent up and sell Christmas trees or other plants

Mayor Hayden opened the Public Hearing at 7:20 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
None.	None.	Carol Kohankie, 4312 Lauren Way

Mayor Hayden closed the Public Hearing at 7:21 p.m.

Deputy Mayor Pro Tem Gelbman moved to approve a request for rezoning (ZPD16-0002 – Home Depot/Silveron Addition) to amend Specific Use Permit No. 245 (SUP-245) within Planned Development District No. 31 (PD-31) to allow for temporary or seasonal sales, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway and east of Long Prairie Road. Councilmember Wise seconded the motion.

ORDINANCE NO.15-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 22-02, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 31 (PD-31) WITH CAMPUS COMMERCIAL (CC) USES AND GRANTED SPECIFIC USE PERMIT NO. 245 (SUP-245) FOR A RETAIL SINGLE TENANT OVER 100,000 SQUARE FEET ON CERTAIN PROPERTY DESCRIBED AS LOT 2, BLOCK A, OF THE HOME DEPOT SILVERON ADDITION, AS AMENDED BY ORDINANCE NO. 33-04, BY AMENDING THE MISCELLANEOUS STANDARDS FOR SUP-245 TO ALLOW FOR TEMPORARY OR SEASONAL SALES; 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.

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

26. Public Hearing to consider a request for rezoning (ZPD16-0003 – Hillside of Flower Mound) to amend Planned Development District No. 143 (PD-143) for a cluster development to modify the exception to Section 98-147, "Topographical Slope Protection," and to consider adopting an ordinance providing for said amendment, 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 south of Cross Timbers Road and west of Shiloh Road. *(The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its February 22, 2016, meeting.)*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- General and detailed location
- Photos of site
- Amended development plan and modifications made by the applicant
- Revised ESA map
- Previous and revised slope map
- Development plan impact
- Exceptions
- Requested incentives fee reductions

Mr. Powell responded to questions from Council as follows:

- Were there any changes from the prior to most recent consideration from when P & Z saw it previously
- Clarification that what is being requested is not really the zoning but the exception for the environmental characteristics
- Clarification regarding the slope protection numbers

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 15

- How does what is being proposed flow with the existing neighborhood
- When were the waiver requests made and what is the justification
- Is the upland habitat calculated by acreage
- Traffic impact concerns
- How many past requests for topographical slope protection has there been

Applicant Presentation

Dale Ridinger, Ridinger and Associates, 550 Edmunds Ln, Lewisville

Mr. Ridinger gave a presentation identifying or noting:

- Previously approved development plan
- New approved development plan:
 - o north and south sections
 - o uplands
 - o 12% slopes

Mayor Hayden opened the Public Hearing at 7:52 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
	Neil VanCleve, 4008 Ridgecrest Dr	

Mayor Hayden closed the Public Hearing at 7:54 p.m.

Town Council convened into closed session pursuant to Texas Government Code Chapter 551.071, for consultation with the Town Attorney for this item at 8:01 p.m. and reconvened into open session at 8:16 p.m.

Councilmember Webb moved to approve a request for rezoning (ZPD16-0003 – Hillside of Flower Mound) to amend Planned Development District No. 143 (PD-143) for a cluster development to modify the exception to Section 98-147, "Topographical Slope Protection," and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement, provided that the upland habitat fee waiver is not being recommended, that the park dedication fee at 100% is not being recommended, and that the park development fee waiver is not being recommended, and authorization for Mayor to execute same on behalf of the Town. Councilmember Bryant seconded the motion.

Mayor Hayden summarized that the motion allows for an exception to the slope waiver, however, not granting the fees beyond what was already done.

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

Mr. Meredith clarified that since that eliminates all elements of the development agreement, there would be no need to execute anything. It would simply do away with the development agreement.

Mr. Meredith responded to questions from Council as follows:

- Does the development agreement contain the 50% park dedication fee that was previously approved

ORDINANCE NO. 19-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 64-15, WHICH AMENDED ORDINANCE NO. 56-15 ESTABLISHING PLANNED DEVELOPMENT DISTRICT NO. 143 (PD-143) FOR SINGLE FAMILY RESIDENTIAL USES WITH CLUSTER DEVELOPMENT STANDARDS, TO INCLUDE ADDITIONAL DEVELOPMENT STANDARDS REGARDING TOPOGRAPHIC SLOPE EXCEPTIONS IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; 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.

VOTE ON MOTION:

Motion passed

AYES: DIXON, BRYANT, WEBB, WISE

NAYS: GELBMAN

27. Public Hearing to consider a request for rezoning (ZPD15-0014 – Red Hawk) from Agricultural District (A) uses to Planned Development District No. 144 (PD-144) with Single-Family Estate (SF-E) uses, with certain modifications, exceptions and waivers to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Simmons Road and south of Wichita Trail. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 22, 2016, meeting.)*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Photos of the site
- Concept plan
- Exception summary

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 17**Applicant Presentation**

Matt Haskin, Homeyer Engineering, 206 Elm St, Ste 105, Lewisville
and
Curtis Grant, 2013 Bosbury Dr, Flower Mound

Mr. Haskin gave a presentation identifying or noting:

- Background information
- Proposed development plan
- Exceptions explanation

Mayor Hayden opened the Public Hearing at 8:28 p.m. No one spoke in support or opposition. Mayor Hayden closed the public hearing at 8:28 p.m.

There was Council discussion regarding:

- Safety concerns associated with overhead utility lines

Deputy Mayor Pro Tem Gelbman moved to approve a request for rezoning (ZPD15-0014 – Red Hawk) from Agricultural District (A) uses to Planned Development District No. 144 (PD-144) with Single-Family Estate (SF-E) uses, with the exception of the underground utilities, with certain modifications, exceptions and waivers to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment.

The motion failed due to a lack of a second.

There was Council discussion regarding:

- Background information as it relates to the burying of overhead utility lines
- Clarification regarding situations where poles are in the right of way versus private property

Councilmember Bryant moved to approve a request for rezoning (ZPD15-0014 – Red Hawk) from Agricultural District (A) uses to Planned Development District No. 144 (PD-144) with Single-Family Estate (SF-E) uses, with certain modifications, exceptions and waivers to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. Councilmember Dixon seconded the motion.

ORDINANCE NO. 16-16

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 4.16 ACRES OF LAND FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 144 (PD-144) WITH SINGLE-FAMILY ESTATE (SF-E) 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

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

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**

28. Public Hearing to consider a request for rezoning (ZPD15-0018 – Lakeside Ranch Business Park) to amend Planned Development District No. 83 (PD-83) with Campus Industrial District (CI) uses, by amending the Development Standard(s) to add “Miniwarehouse” as a use that may be permitted upon approval of a Specific Use Permit on certain tract of land, and to consider a request for a Specific Use Permit No. 446 (SUP-446) to permit a Miniwarehouse with certain modifications, exceptions and waivers to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Lakeside Parkway and east of Gerault Road. *(The Planning and Zoning Commission recommended approval by a vote of 4 to 0 at its March 14, 2016, meeting.)*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Clarification that the item is to change a use that currently doesn’t exist
- How the item carries two parts – 1) to amend the PD to allow it and 2) to grant the SUP
- Detailed location
- Land use and zoning
- Site photographs
- Conceptual plan
- Conceptual elevations

Mr. Powell responded to questions from Council as follows:

- Does the project create traffic concerns
- Are there other self-storage locations in Flower Mound

Applicant Presentation

Rick Jones, Advantage Self Storage, 2600 Eldorado Pkwy, McKinney, Texas

Mr. Jones gave a presentation identifying or noting:

- Company background information
- Photograph of the type of product they deliver
- Site plan and variances
- Artist rendering of the building associated with the concept plan
- Proposed facility
 - o State of the art facility
 - o Fully enclosed within single three-story building
 - o All loading from rear facing loading area
 - o 107,415 gross SF

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 19

- o Approx. 82,000 net rentable
- o Approx. 650 individual storage units
- Variance request
- Proposed development (needs and expectations)
- Neighborhood support
- Examples of other properties they delivered

Mr. Jones or Mr. Powell responded to questions from Council as follows:

- Describe in more detail what the end product will look like
- Concerns regarding the intensity of the lighting as well as use of bright colors
- What will the building access hours be
- How do the rates vary with this type of facility as compared to most
- If the building is a good fit for Lakeside in general given the current economic growth the Town is experiencing
- What is the vision for the remaining 2 acres of the 4 acre property they are purchasing
- What are the rental rates and are they taxable

Mr. Jones responded to questions from Council as follows:

- Are there crime statistics associated with the industry of self-storage facilities
- Future vision for the hard corner site for another use (since purchasing 4 acres)

Mr. Jones indicated they would be agreeable to stating in the Ordinance that the doors that are visible would be of the same color, and match the earth tone colors they presented in their materials board. In addition, he expressed a willingness to work with staff to ensure that the lighting they provide is industry standard for office.

Mayor Hayden opened the Public Hearing at 8:56 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
Warner Watkins, 2800 London Ln	None.	Jason Webb, 2445 Creekhaven

Mayor Hayden closed the Public Hearing at 8:58 p.m.

There was Council discussion, as well as feedback from Mr. Stathatos, as to if the mini storage warehouse was an acceptable use for the area.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 20

Councilmember Webb moved to approve a request for rezoning (ZPD15-0018 – Lakeside Ranch Business Park) to amend Planned Development District No. 83 (PD-83) with Campus Industrial District (CI) uses, by amending the Development Standard(s) to add “Miniwarehouse” as a use that may be permitted upon approval of a Specific Use Permit on certain tract of land, and to consider a request for a Specific Use Permit No. 446 (SUP-446) to permit a Miniwarehouse with certain modifications, exceptions and waivers to the Code of Ordinances, including interior doors viewable from the outside to meet the development agreement standards for exterior doors and commercial office lighting on the interior, and adopt an ordinance providing for said amendment. Councilmember Dixon seconded the motion.

ORDINANCE NO. 17-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 94-04, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 83 (PD-83) WITH CAMPUS INDUSTRIAL DISTRICT (CI) USES, THROUGH THE AMENDMENT OF EXHIBIT C, "DEVELOPMENT STANDARDS," BY AMENDING SECTION A(3), ENTITLED "SPECIFIC USES," BY ADDING "MINIWAREHOUSE" AS A USE THAT MAY BE PERMITTED UPON APPROVAL OF A SPECIFIC USE PERMIT ONLY ON A 2.11 ACRE PORTION OF LOT 1R1, BLOCK C, OF THE LAKESIDE RANCH BUSINESS PARK ADDITION; APPROVING SPECIFIC USE PERMIT NO. 446 (SUP-446) FOR A MINIWAREHOUSE ON A 2.11 ACRE PORTION OF LOT 1R1, BLOCK C, OF THE LAKESIDE RANCH BUSINESS PARK ADDITION; GRANTING CERTAIN EXCEPTIONS IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; 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.

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

29. Public Hearing to consider a request to amend the Land Development Regulations (LDR16-0001) by amending Section 98-2, entitled "Definitions," and Section 98-980, entitled "Farmer's Market," of the Town's Code of Ordinances to allow a farmer's market to operate on any Town-owned property and to provide that all farmer's markets must abide by Town regulations and applicable provisions of state law, and to consider adopting an ordinance providing for said amendment. *(The Planning and Zoning Commission recommended approval by a vote of 6-0 at its February 22, 2016, meeting.)*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Proposal and section language

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

- How the proposed ordinance allows for the zoning, which would allow the Town to have a Farmer's Market on Town property

Mayor Pro Tem Dixon opened the Public Hearing at 9:13 p.m. No one spoke in support or opposition. Mayor Pro Tem Dixon closed the Public Hearing at 9:13 p.m.

Deputy Mayor Pro Tem Gelbman moved to approve a request to amend the Land Development Regulations (LDR16-0001) by amending Section 98-2, entitled "Definitions," and Section 98-980, entitled "Farmer's Market," of the Town's Code of Ordinances to allow a farmer's market to operate on any Town-owned property and to provide that all farmer's markets must abide by Town regulations and applicable provisions of state law, and to consider adopting an ordinance providing for said amendment. Councilmember Webb seconded the motion.

ORDINANCE NO. 18-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 98, ZONING, OF THE CODE OF ORDINANCES BY AMENDING SECTION 98-2, "DEFINITIONS;" PROVIDING AN UPDATED DEFINITION OF FARMER'S MARKET; BY AMENDING SECTION 98-980, "FARMER'S MARKET;" PROVIDING THAT ALL FARMER'S MARKETS MUST ABIDE BY PROVISIONS OF STATE LAW AND TOWN REGULATIONS AND ALLOWING A FARMER'S MARKET TO OPERATE ON ANY TOWN-OWNED PROPERTY; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

30. A Resolution of the Town Council of the Town of Flower Mound Texas, creating a Charter Review Commission approving a charge for the Charter Review Commission, providing that the Town Council shall appoint members to the Charter Review Commission; making findings relative thereto; and providing for an effective date.

Staff Presentation

Ms. Scott gave a presentation identifying or noting:

- Background information
- Proposed timeline and important dates
- Proposed charge for the Charter Review Commission (CRC)

Ms. Scott responded to questions from Council as follows:

- Clarification that this would be for a November election
- Clarification regarding publishing of captions in the newspaper

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 22

- For number six related to terms, add length of term
- Interest in CRC having the option to look at things they or the public would like to bring forward

Mayor Pro Tem Dixon moved to approve a resolution of the Town Council of the Town of Flower Mound Texas, creating a Charter Review Commission, approving a charge for the Charter Review Commission, providing that the Town Council shall appoint members to the Charter Review Commission; making findings relative thereto; and providing for an effective date. Councilmember Webb seconded the motion.

RESOLUTION NO. 08-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CREATING A CHARTER REVIEW COMMISSION; APPROVING A CHARGE FOR THE CHARTER REVIEW COMMISSION; PROVIDING THAT THE TOWN COUNCIL SHALL APPOINT MEMBERS TO THE CHARTER REVIEW COMMISSION; MAKING FINDINGS RELATIVE THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN

NAYS: NONE

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.

Ms. Scott reported there are a few vacancies and requested Council give some consideration regarding options for next steps relative to appointments.

L./M. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 9:26 p.m. on March 21, 2016, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.087, 551.072, 551.074, and 551.071 to discuss matters relating to economic development negotiations, real property, personnel, and consultation with attorney, and reconvened into an open meeting at 9:51 p.m. on March 21, 2016, to take action on the items as follows:

- a. 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.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2016 BOOK 44 PAGE 23

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

No action taken.

- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.

No action taken.

N. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 9:51 p.m. on Monday, March 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: April 4, 2016

FROM: Rochelle Ragas, Purchasing Manager

ITEM: Consider approval of the award of Request for Bids Number 2016-38 to Zac Moore Construction and Unlimited Hotel Services, Incorporated to establish an annual unit price contract to provide minor construction and repair activities in an estimated amount of \$200,000; 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.

BACKGROUND INFORMATION: On February 7, 2016 a Request for Bids was issued and a notice to proposers was advertised. Two (2) responses were received by the due date of March 1, 2016. A review was conducted by the Facilities Management Division representatives to ensure that both vendors met all requirements as specified for this service.

The Contractors will perform minor construction and repair activities as directed by the Flower Mound Facilities Management Division, and shall consist of work activities normally completed by Facilities. The work under this contract will be completed on an 'as needed' basis and will be assigned to the Contractors when the work load of Facilities exceeds the available resources for the timely and successful completion of the work activity. The work activities are based upon work overages, work back logs, and/or emergency requests. The work is for labor only unless otherwise indicated at the time of request. Both Contractors have a long history of performing quality, satisfactory work for the Facilities Division.

FISCAL IMPACT: \$200,000

Proposed Expenditure:	Account Number(s):
\$200,000	100-655-59200-5110

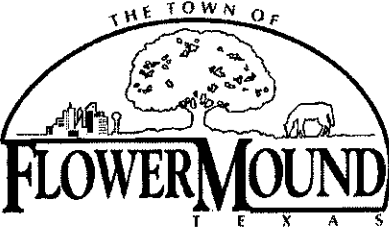
Finance Review by: Debra Wallace, Assistant Town Manager/CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Contract – Zac Moore
2. Contract – Unlimited Hotel Services, Incorporated

RECOMMENDATION: Move to approve the award of Request for Bids Number 2016-38 to Zac Moore Construction and Unlimited Hotel Services, Incorporated to establish an annual unit price contract to provide minor construction and repair activities in an estimated amount of \$200,000; 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.

	CONTRACT	1. Contract No.: 2016-38
		2. Contract Title: Handyman Services
		3. Council Approval Date April 4, 2016
4. Name and Address of Town Town of Flower Mound 2121 Cross Timbers Road Flower Mound, Texas 75028	5. Name and Address of Contractor Unlimited Hotel Services, Incorporated 1565 West Main Street, Suite #208-321 Lewisville, Texas 75067 Attn: Eugene Caouette E-Mail: genec@unlimitedhotelservices.com	
6. Contract Agreed Amount: Estimated annual amount \$100,000.00		
7. The Town of Flower Mound (Town) and the Contractor agree to perform this Contract in strict accordance with the documents <u>listed below</u>, all of which are made a part of this contract: Attachment A: Proposers Response Attachment B: Specifications/Scope of Work Attachment C: Special Provisions Attachment D: General Terms and Conditions		
8. Performance Period: One (1) year with options to renew for four (4) additional one (1) year periods.	9. Approved as to Form: <u>N/A</u> Town's Legal Counsel	
10. Unlimited Hotel Services, Incorporated By <u>Eugene Caouette</u> (Signature of Authorized Representative) Date Signed: <u>3/16/16</u> Print Name: <u>Eugene Caouette</u>	11. Town of Flower Mound By _____ (Signature of Authorized Representative) Date Signed: _____ Tom Hayden, Mayor	

ATTACHMENT A

BID RESPONSE FORMS

TO: Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

FROM: _____
PROPOSER

1 BID PRICING:

Pricing of the tasks in the bid pricing sheet will include all overhead, insurance, and profit, fuel charges, labor charges (per man/per hour) as is work which will normally take one week or less to complete. Larger projects will be completed at a flat rate price as requested by the Facilities Management Division.

The undersigned, as an independent contractor, hereby offers to provide the Town of Flower Mound (Town), at the terms and conditions contained in this Solicitation No. 2016-38 and this Bid, the following goods and/or services at the prices hereby bid:

BID PRICING SHEET

<i>Work Activity</i>	<i>Delivery schedule (Business days to start work activity after notice to proceed received)</i>	<i>Cost (Fixed 12 month cost per man/per hour)</i>
Example: Install Widget	3 days	\$50
Example: Install Widget	0	No Bid
Interior Painting	7	34.99
Exterior Painting	7	34.99
Drywall Repair/Installation	7	34.99
Carpentry – Framing Wood	7	34.99
Carpentry – Framing Metal	7	34.99
Tape, Bed, Texture	7	34.99
Laborer Cost (jobs not requiring skilled technician or where technician needs assistance)	3	24.99

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Night Premium Charges (added to regular hourly charges)	3	0
Weekend Premium Charges (added to regular charges)	3	0
Power washing	7	24.99
Repair/Install Door Hardware	7	24.99
Install/Repair/Window Glass/Hardware/Storefront	7	44.99
Carpentry – Finish	7	34.99
Concrete Repair with FlexKrete	7	34.99
Concrete Replacement	7	34.99
Caulking - Exterior	7	34.99
Shower Repair	7	34.99
Shower Replacement	7	44.99
Route/Seal Concrete Ramps & Driveways	7	34.99
Demolition – Wood Framing	7	34.99
Demolition – Metal Framing	7	34.99
Demolition - Concrete	7	34.99
Swimming Pool Tile Repair	7	34.99
Swimming Pool Slide Cleaning/Wax	7	34.99
Swimming Pool Slide Repair/Caulk	7	34.99
Corrosion Control Metal Structures	7	34.99

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Assist HVAC Tech with Air Filter Replacement	7	34.99
Assist HVAC Tech with Cleaning Condenser Coils	7	34.99
Install/Replace Signage Interior/Exterior	7	34.99
Assist Maintenance Tech II With install A/V wiring	7	34.99
Remove/Blow Leaves and Debris from building entry's	7	34.99
Repair/Replace Laminate Countertops, Desks	7	34.99
Assist with Setup/Removal Holiday Decorations	7	34.99
Assist with Restocking Janitorial Supplies	7	34.99
Assist with Janitorial Services Mopping, cleaning sinks/toilets	7	34.99

Hourly rate/premium charge for work conducted outside of normal business hours:

\$ ~~0~~

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

Cooperative Purchasing does not apply to this bid.

3 INSURANCE REVIEW VERIFICATION

3.1 Does the proposer currently carry the insurance coverage as specified in the Special Provisions?

☒ Yes ☐ No

3.2 If no, has the proposer reviewed the steps necessary, including cost, with its insurance agent, broker or internal department to ensure it will obtain the specified insurance?

☐ Yes ☐ No

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Grout Repair/Replace/Seal Vertical and Horizontal	7	34.99
Caulking Interior –Tubs, Sinks, Countertops	7	34.99
Restripe – Parking Lots	7	34.99
Construct Shelving – Metal/Wood	7	34.99
Flooring Repair – Carpet, VCT, Vinyl, Wood, Ceramic, etc.	7	34.99
Flooring Install - Carpet, VCT, Vinyl, Wood, Ceramic, etc.	7	34.99
Repair/Replace Siding, Soffit, Fascia	7	34.99
Repair/Replace Fencing – Wood, Metal, Chain link	7	34.99
Gutter Cleaning/Repair	7	34.99
Roof Drain Cleaning	7	34.99
Install/Relocate Mailboxes	7	34.99
Install/Repair Railing Wood/Metal	7	34.99
Repair/Replace/Install Weather-stripping	7	34.99
Clean Organize Mechanical Rooms, Storage Areas, Trash Enclosures Interior/Exterior	7	34.99
Assist with Relocation of Office Furniture and Equipment	7	34.99
Assist with Setup of Office Furniture and Equipment	7	34.99
Repair/Replace/Install Acoustical Ceiling Tile & Grid	7	34.99
Clean Light Fixtures Interior/Exterior	7	34.99
Clean Ceiling Fans Interior/Exterior	7	34.99
Clean Air Registers Supply and Return	7	34.99

4 INSURANCE AFFIDAVIT

Town of Flower Mound Solicitation No. 2016-38 Eugene E. CAQUETTE AEC#13056
 NAME OF PROPOSER: UNLIMITED HOTEL SERVICES, INC

To be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 2016-38, and said insurance shall be provided without change to the prices offered.

Name of Proposer: UNLIMITED HOTEL SERVICES, INC.
 Authorized Agent (please print): EUGENE CAQUETTE PRESIDENT
 Authorized Agent's Signature: Eugene Caquette
 Date: 3/1/16

To be completed by Proposer's insurance provider:

I confirm that, if awarded the Contract, the Proposer name stated above either has insurance coverage or can obtain coverage in compliance with the requirements of Town of Flower Mound Solicitation No. 2016-38. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

SEE ATTACHED "Required Documentation"
 Insurance Agency: _____

Insurance Agent's Name (please print): _____

Insurance Agent's Signature: _____

Date: _____

5 WORKERS COMPENSATION HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

For and in consideration of the sums paid to Contractor by Town under Contract No. 2016-38 (the "Contract") and Contractor's desire to provide this Hold Harmless and Indemnification Agreement in lieu of workers compensation insurance, Contractor, for himself and as sole proprietor of Contractor, hereby agrees to release, defend, indemnify, and hold harmless the Town of Flower Mound and its respective officers, agents and employees from, and against any and all claims and causes of action, including, but not limited to, injury, death, disease, or employer liability arising from or in connection with Contractor in performance of the work, including such personal injury, death, disease or employer liability caused by the sole negligence of the Town.

I further certify that my company or firm qualifies for exemption from workers compensation insurance requirements under the law; that I am the company or firm's sole proprietor; and that I will provide proof of medical insurance for myself, the only person from my company or firm that will be performing work under this contract.

NAME OF FIRM: Unlimited Hotel Services, Inc.

NAME OF SOLE PROPRIETOR: Eugene Caouette

SIGNATURE OF SOLE PROPRIETOR: Eugene Caouette

DATE: 3/1/16

6 BID ENDORSEMENT FORM

The undersigned, in submitting this Bid and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS BID, WHEN ACCEPTED BY THE TOWN, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE TOWN. Acceptance may be acknowledged in writing by an Acceptance Letter or Purchase Order issued by the Town, or a Contract document issued by the Town and executed by both parties, followed by a Notice to Proceed issued by the Town. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Town. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. 2016-38

SUBMITTED BY:

UNlimited HOTEL Services, Inc.
(OFFICIAL NAME OF PROPOSING FIRM)

By: Eugene Caouette
(Original Signature of Proposing Firm's Authorized Agent)

*Must be signed for bid
to be considered responsive*

Eugene CAOUETTE
(Typed or Printed Name)

PRESIDENT
(Title)

genec@unlimitedhotel-services.com
(Email)

972-679-1071
(Telephone Number)

3/1/16
(Date Signed)



Unlimited Hotel Services, Inc.

Pride in Professionalism

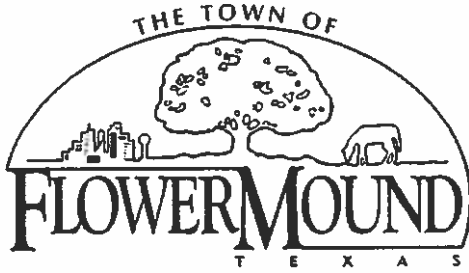
www.unlimitedhotelservices.com

LIST OF REFERENCES

JEFF GARNER, DIRECTOR FACILITIES MANAGEMENT TOWN OF FLOWER MOUND
2121 CROSS TIMBERS ROAD FLOWER MOUND, TEXAS 75028
OFFICE: 972-874-6064 FAX: 972-874-6456 Jeff.garner@flower-mound.com

MATTHEW W. NEWTON VICE PRESIDENT MAGNOLIA LODGING, LLC
417 OAKBEND DRIVE #170 LEWISVILLE, TEXAS 75067
OFFICE: 972-488-5211 FAX: 214-731-0200 Matthew.newton@magnolialodging.com

ROBERT B. GILLARD, D.V.M. PRESIDENT LEGACY DRIVE ANIMAL HOSPITAL
2117 LEGACY DRIVE PLANO, TEXAS 75023
OFFICE: 972-517-2828 FAX: 972-517-6345 legacydriveanimalhospital@gmail.com



RECEIPT **TOWN OF FLOWER MOUND**

2121 Cross Timbers Rd
 Flower Mound, TX 75028
 Phone (972) 874-6355

Company: UNLIMITED HOTEL SERVICES INC

City Registration #: AEC13056

Location: 1565 W MAIN ST #208-321

Receipt Number: R3026654

Owner: EUGENE CAQUETTE

Fee Description	Account	Fee Amount
BI CONTRACTORS	1004330	\$ 125.00

Total Fees Paid:

\$ 125.00

Date Paid: Tuesday, December 29, 2015

Paid By: UNLIMITED HOTEL SERVICES INC

Pay Method: CREDIT CARD 40520C

Received By: AUDREY GIBSON

Texas USA
TX

DRIVER LICENSE



4d DL **15409953** 9 Class **C**

4a Iss **09/08/2015** 4b Exp **09/14/2021**

3 DOB **09/14/1953** **VETERAN**

1 **CAOQUETTE**

2 **EUGENE EDWARD**

8 **1308 COLONY CT**
FLOWER MOUND TX 75028-0000

12 Restrictions **A** 9a End **NONE**

16 Hgt **6-00** 15 Sex **M** 18 Eyes **BLU** 

5 DD **45114510190018305554**

Eugene Edward Caouette

4 INSURANCE AFFIDAVITWORKERS CompTown of Flower Mound Solicitation No. 2016-38NAME OF PROPOSER. UN Limited HOTEL SERVICES, INC.To be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 2016-38, and said insurance shall be provided without change to the prices offered.

Name of Proposer: UN Limited HOTEL SERVICES, INC.Authorized Agent (please print): Eugene CAQUETTEAuthorized Agent's Signature: Eugene CaquetteDate: 3/1/16To be completed by Proposer's insurance provider:

I confirm that, if awarded the Contract, the Proposer name stated above either has insurance coverage or can obtain coverage in compliance with the requirements of Town of Flower Mound Solicitation No. 2016-38. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements

Workers CompensationInsurance Agency: Steve Allen State Farm AgencyInsurance Agent's Name (please print): Steve AllenInsurance Agent's Signature: Steve AllenDate: 3-1-16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm



STEVE ALLEN STATE FARM
6011 MORRIS AVENUE, SUITE 100
FLOWER MOUND, TEXAS 75028

CONTACT NAME: Susan Fusselman

PHONE (A/C, No, Ext): 972-724-7033

FAX (A/C, No):

E-MAIL: susanf@steveallenagency.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

Unlimited Hotel Services Inc.
1308 Colony Court
Flower Mound, TX 75028

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	SBP-0001231405	11/30/2015	11/30/2016	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town Of Flower Mound

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Auto

Texas Liability Insurance Card



FARMERS
INSURANCE

Named Insured(s): Eugene E Caouette
Janet E Caouette
1308 Colony Ct
Flower Mound, TX 75028-2533

Vehicle: 2015 Chevrolet Truck Slvrdo 1500 Cr
4X2 Ltz
VIN: 3GCPCSEC0FG124973

Registered Owner(s): Eugene E Caouette

Policy Number: 045187184
Effective: 1/15/2016
Expiration: 7/15/2016

NAIC Number: 24392
Your Agent: Gary Leslie Ins.
Agency, Inc.
2250 Morriss #212
Flower Mound, TX 75028
Agent Phone: (972) 539-1011

Texas Liability Insurance Card



FARMERS
INSURANCE

Named Insured(s): Eugene E Caouette
Janet E Caouette
1308 Colony Ct
Flower Mound, TX 75028-2533

Vehicle: 2010 Buick Enclave 4D 2Wd Cxl
VIN: 5GALRCED0AJ170128

Registered Owner(s): Eugene E Caouette

Policy Number: 045187184
Effective: 1/15/2016
Expiration: 7/15/2016

NAIC Number: 24392
Your Agent: Gary Leslie Ins.
Agency, Inc.
2250 Morriss #212
Flower Mound, TX 75028
Agent Phone: (972) 539-1011

GENERAL LIABILITY

4 INSURANCE AFFIDAVIT

Town of Flower Mound Solicitation No. 2016-38

NAME OF PROPOSER: UNLIMITED HOTEL SERVICES, INC.

To be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 2016-38, and said insurance shall be provided without change to the prices offered.

Name of Proposer: UNLIMITED HOTEL SERVICES, INC.

Authorized Agent (please print): EUGENE CAQUETTE

Authorized Agent's Signature: Eugene Caquette

Date: 3/1/16

To be completed by Proposer's insurance provider:

I confirm that, if awarded the Contract, the Proposer name stated above either has insurance coverage or can obtain coverage in compliance with the requirements of Town of Flower Mound Solicitation No. 2016-38. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

Insurance Agency: Agent's Alliance Services, Ltd./Ramey & King Insurance

Insurance Agent's Name (please print): Jeffrey P. King

Insurance Agent's Signature: Jeffrey P. King

Date: 02/29/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agents Alliance Services, Ltd Ramey King Insurance 320 Eagle Drive, Ste 210 Denton TX 76201 INSURED Unlimited Hotel Services, Inc 1565 W Main St Ste 208-321 Lewisville TX 75067	CONTACT NAME: Holly Burk PHONE (A/C, No, Ext): (800) 453-9691 FAX (A/C, No): (940) 243-1050 E-MAIL ADDRESS: hollyburk@rameyking.com INSURER(S) AFFORDING COVERAGE INSURER A: Commercial Submission - Brokerage INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	--

COVERAGES **CERTIFICATE NUMBER:** CL1551521014 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER		MP0042025000059	5/11/2015	5/11/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS	OCCUR CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH ER E L EACH ACCIDENT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability coverage includes a blanket automatic Additional Insured endorsement or policy terms that provide additional insured status including Products and Completed Operations hazard and a blanket Waiver of Subrogation endorsement that provides a Waiver of Subrogation to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions. The additional insured endorsement does not apply to Workers' Compensation.

CERTIFICATE HOLDER

cynthia.arzabala@flower-mo
 Town of Flower Mound
 2121 Cross Timbers Rd
 Flower Mound, TX 75028

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff King/HKB

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SPECIFICATIONS / SCOPE OF WORK

1 GENERAL OVERVIEW

The Work which will be completed under this Contract will be completed for the Town of Flower Mound Facilities Management Division ('Facilities'). The Contractor will be performing minor construction and repair activities as directed by Facilities, and shall consist of work activities normally completed by Facilities. The work under this Contract will be done on an 'as needed' basis and will be assigned to the Contractor when the work load of Facilities exceeds the available resources for the timely and successful completion of the work activity. The work activities are based upon work overages, work back logs, and/or emergency requests. This Contract is for labor only, unless otherwise indicated at the time of request. All work will be approved/inspected by Facilities and other Town Divisions (i.e. Building Inspections, MIS, etc.) where work will be conducted to ensure code compliance. Services performed under this Contract shall be subject to regular inspections by the Town of Flower Mound representatives.

2 SPECIFICATIONS / SCOPE OF WORK**2.1 Assumptions**

- 2.1.1 The Contractor shall provide all tools and transportation required to perform the work activities requested by Facilities. A list of possible items are: paint spray rig, trowels, hand tools, power tools, table saws, plumbing snakes, battery operated hand tools, paint brushes, paint shakers, etc.
- 2.1.2 The Contractor shall bill the Town only for hours worked. Billing will begin when Contractor employees arrive at a Town building and end when they depart a Town building. Lunch periods shall not be included in the billing.

2.2 Exceptions

- 2.2.1 The Town of Flower Mound ('Town') shall provide all materials to complete the work requested of the Contractor. A list of possible items are: drywall, screws, light fixtures, paint, primer, caulk, etc.
- 2.2.2 The Town shall provide heavy equipment for work activities. Examples are motorized lifts, boom lifts, front loaders, bucket loaders, and backhoes. These items will be provided as needed by the Town. The Contractor must ensure their employees are competent and certified to operate the equipment provided by the Town.

2.3 Permits

- 2.3.1 The Town will secure necessary permits to perform work activities, when applicable. The Contractor will not be charged for permits as it will work as a subcontractor under the Town's umbrella.

2.4 Registration

- 2.4.1 The Contractor is required to register with the Town's Building Inspections division and required to pay the annual registration fee. The successful Contractor will be required to submit a copy of its approved registration prior to beginning work for the Town.

2.5 Contractor's Employees

- 2.5.1 The successful Contractor will provide an updated list of employees that will work under this Contract upon Contract signature. This list must be current at all times and Contractor is responsible for updating Facilities of any additions/deletions to this list.

ATTACHMENT B

- 2.5.2 The Contractor must notify the Town when any changes are made in Contractor employees and submit the information immediately to the Town. The Contractor shall not allow any new employees to enter on to Town property without prior approval of the Town.
- 2.5.3 The Town's Police Department will complete a nationwide background check on all Contractor employees. Any employees not meeting requirements will not be allowed to work under this Contract. Employees cannot have been convicted of a felony or misdemeanor in the last five (5) years.
- 2.5.4 Facilities will provide a form to the Contractor which is to be completed by the Contractor for approval of new employees. The form will be used by the Town in completion of the background check and approval from the Police Department.
- 2.5.5 All employees must wear a designated uniform to consist of a company shirt or smock bearing the company name. Employees also must possess a company picture ID badge.

2.6 Change Order Process

- 2.6.1 Occasionally, additional services may be required which were not included in the scope of work request or unforeseen circumstances may develop requiring additional services. The Contractor shall provide a detailed written change order request to the Facilities representative outlining the specific work activity, including materials and equipment needed to complete the specified activity/activities. The Change Order detail shall include labor, materials, and equipment required to complete the work outlined. The Facilities representative will evaluate the request and elect to proceed or seek alternative sources for the work. The Contractor shall not proceed with the work unless written approval is received on the Change Order.

2.7 Estimates

- 2.7.1 The Contractor will be required to provide written estimates for larger projects at a flat rate price. The estimates will be provided free of charge to the Town. If requested, the estimates shall include detailed information that pertains to the specific work activity (labor charges, material list, equipment list, project start and completion dates/times).

2.8 Safety and Cleanliness

- 2.8.1 The Contractor shall ensure that all safety measures are followed at all times during the performance of the work. Unsafe activities will not be tolerated at any time. The Contractor shall adhere to established industry standards for safety.
- 2.8.2 The Contractor shall ensure that the project work site is kept clean and tidy at all times during the performance of the work.

2.9 Warranty

- 2.9.1 The Contractor shall correct (at no additional charge) any discrepancies in work within three (3) working days of being notified by the Town representative for any issues with quality or quantity of work performed.

2.10 Hours of Work

- 2.10.1 Work activities will be conducted during normal business hours unless otherwise notified by the Town's Facilities representative. Normal business hours are Monday through Friday between 6:00am-6:00pm. Occasionally, scheduling conflicts or building occupancy will required work activities to be completed on weekends, holidays, or evenings/nights. If the Contractor will charge a premium for working outside normal business hours it must be indicated on the bid pricing sheet in the appropriate section.

ATTACHMENT B

- 2.10.2 No work is to be performed outside of normal business hours unless approved, in advance, by the Facilities representative.

2.11 Security

- 2.11.1 The security of building keys and access cards will be maintained in accordance with the Town's procedures.
- 2.11.2 Liability for lost access cards or keys, re-keying costs and other related expenses shall be the full responsibility of the Contractor. If a key or card is lost or stolen the Contractor shall notify the Facilities representative immediately during business hours the next business day.
- 2.11.3 The Contractor shall not alter any lock or reproduce any key or access card.
- 2.11.4 The Contractor shall establish procedures to ensure that all building spaces are secured as required by the Town. In addition, the Contractor shall establish procedures regarding the security/safeguard of all keys and access cards issued to the Contractor for access to Town buildings.
- 2.11.5 The Contractor must notify dispatch upon entering the Police building.
- 2.11.6 Entry into the jail area will be performed in accordance with Town procedures. The Contractor employees will notify Dispatch either in person or via the telecom that entry into the jail is needed. An officer will always enter the jail area with the employee when prisoners are present. No entry into a jail cell that is occupied will be allowed unless an officer is present. Officers will move prisoners to vacant cells so that all cells work can be performed.
- 2.11.7 When the employee(s) are through they will notify Dispatch via the intercom to request the door be unlocked so they can exit the jail area.

2.12 Conduct

- 2.12.1 Contractor and its employees shall adhere to the following:
- 2.12.2 Contractor's and its employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building;
- 2.12.3 No loud or boisterous conduct will be permitted;
- 2.12.4 Contractor and its employees will not open desk drawers or cabinets nor tamper with any office machines, equipment or any Town employee's personal property at any time.
- 2.12.5 Contractor and its employees are not to use the Town's telephones or smoke in Town buildings.
- 2.12.6 At no time is the Contractor to assist entry of anyone other than the Contractor's employees into the building.
- 2.12.7 No children or visitors of Contractor or its employees will be allowed on the premises at any time.

3 BIDDER QUALIFICATIONS

- 3.1 The Contractor shall provide a list of at minimum three (3) references. References shall indicate a minimum of ten (10) years professional experience perform the same/similar work as outlined on the bid pricing sheet. The Contractor references and experience must demonstrate the experience is for completing the services on commercial buildings. Failure to provide the references will disqualify the Contractor and the submission will be deemed non-responsive.

ATTACHMENT B

- 3.2 References shall include the name, title, name of company, address, phone, fax, and email address of a person with direct knowledge of the services performed.

4 REQUIRED DOCUMENTATION

- 4.1 List of references
- 4.2 Copies of certificates held by employees who will work under this Contract.
- 4.3 Copies of valid driver's licenses for employees who will work under this Contract.
- 4.4 Copy of current certificate of insurance.

END OF SPECIFICATIONS / SCOPE OF WORK

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SPECIAL PROVISIONS

1 TOWN'S RIGHT TO INSPECT AND AUDIT

- 1.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Town shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Town to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from the Town or the Town's authorized representative.
- 1.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Town, its agents and authorized representatives. The Contractor shall provide the Town with retrievals of computer-based records or transactions that the Town determines to be necessary to conduct the audit. There shall be no charge to the Town for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.
- 1.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Town's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Town shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 1.4 The Contractor shall insert an item containing the Audit provisions in 1.1 through 1.5 of this section, including this paragraph, in all subcontracts hereunder except as altered as may be necessary for the proper identification of the contracting parties and the Town under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 1.5 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of the Town's audit shall be paid by the Contractor.

2 CONTRACT TERM

- 2.1 This Contract, if awarded, shall be for an initial **one-year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Town's Purchasing Manager, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the **options to renew for four (4)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Town's discretion.

ATTACHMENT C

- 2.3 In recognition of the potential for fluctuations of the Contractor's costs for the years subsequent to the initial contract period, a price adjustment for each succeeding year may be requested subject to the following considerations:
 - 2.3.1 Such adjustment is solely for the purpose of accommodating an increase in the Contractor's cost, not profits;
 - 2.3.2 Request for same must be made in writing and supported by acceptable documentation of the cost increase. Any such request shall be submitted for approval to the Town's Purchasing Manager no less than **90 days prior** to the end of the then current Contract period.
- 2.4 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

3 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

- 3.1 The Contractor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Contract. Neither acceptance of such Work by the Town, nor payment therefore, shall relieve the Contractor of this responsibility. If and when applicable, the Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.
- 3.2 In addition, at its own expense, the Contractor shall:
 - 3.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations;
 - 3.2.2 Obtain all permits/licenses required to perform work or deliver products, where applicable. (any cost for compliance shall be paid by the Contractor);
 - 3.2.3 Provide competent supervisors and workmen;
 - 3.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
 - 3.2.5 Perform the Work without unnecessarily interfering with Town operations;
 - 3.2.6 Provide all vehicles and tools as necessary for its use; and
 - 3.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

4 INSURANCE PROVISIONS

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to contract execution. Renewal certificates shall also be supplied upon expiration.

4.1 MINIMUM SCOPE OF INSURANCE

ATTACHMENT C

Coverage shall be at least as broad as:

- 4.1.1 ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- 4.1.2 Workers compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- 4.1.3 Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile liability is only required if vehicle(s) will be used under this contract.

4.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits throughout this Contract not less than:

- 4.2.1 Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - 4.2.1.1 Premises/Operations
 - 4.2.1.2 Broad Form Contractual Liability
 - 4.2.1.3 Products and Completed Operations
 - 4.2.1.4 Personal Injury
 - 4.2.1.5 Broad Form Property Damage
- 4.2.2 Workers compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee.

Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

- 4.2.3 All policies shall waive the insurer's right of recovery or subrogation against the Town.

4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

4.4 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

- 4.4.1 General Liability and Automobile Liability Coverages:
 - 4.4.1.1 The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ATTACHMENT C

- 4.4.1.2 The Contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- 4.4.1.3 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, commissions or volunteers.
- 4.4.1.4 The Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
- 4.4.2 Worker's Compensation and Employer's Liability Coverage:
 - 4.4.2.1 The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Town.
- 4.4.3 All Coverages:
 - 4.4.3.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.
- 4.5 ACCEPTABILITY OF INSURERS
The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.
- 4.6 VERIFICATION OF COVERAGE
The Contractor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACCORD form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require insurance endorsements and complete, certified copies of all required insurance policies at any time.

5 NEW MATERIALS

All products and components to be provided under this Contract shall be new (not used, refurbished, or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended, unless otherwise specified. If at any time during the performance of this Contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the Purchasing Manager immediately, in writing, including the reasons and proposing any consideration which will flow to the Town if authorization to use such supplies or components is granted.

6 PROTECTION AND RESTORATION OF PROPERTY

- 6.1 The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective Work or materials, and

ATTACHMENT C

said responsibility will not be released until the project shall have been completed and accepted by the Town.

- 6.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in a reasonable manner acceptable to the injured party.

7 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall control its operations and those of its subcontractors and all suppliers to assure the least inconvenience to the Town operation. Under all circumstances, safety shall be the most important consideration.

END OF SPECIAL PROVISIONS

ATTACHMENT D**GENERAL TERMS AND CONDITIONS**

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound ("Town"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com) and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the Proposer shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the Proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer should clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

The Town of Flower Mound has elected to fund a monthly fee to IonWave Technologies, Inc. in order to eliminate all costs for proposer to utilize the system for proposals solicited by the Town. For **Cooperative Procurements and Reverse Auctions ONLY**, proposer agrees to pay to IonWave Technologies, Inc. a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods or services awarded to the respondent. Cooperative procurements and Reverse Auctions will be clearly identified in the proposal documents. To assure that all respondents are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com) for further information.

7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer shall clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF PROPOSALS:** Paper submissions shall be presented to the Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by

ATTACHMENT D

the stated deadline. Paper submissions shall be presented in a sealed envelope with proposer's name and the proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to proposal opening shall be initialed by the signer of the proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting minor errors in bid price after bid opening. However, a bidder may be able to withdraw a bid only if it contains a substantial mistake that would, in the sole opinion of the Town, cause a great hardship if enforced against the bidder.
11. **TAXES:** The Town is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006. In no event is it the Town's responsibility to provide a tax exempt form without a request for the same.
12. **WITHDRAWAL OF PROPOSAL:** Proposer agrees that its proposal may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of proposal without written approval of the Purchasing Manager.
13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the proposer. The Town will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town's discretion, testing may be required prior to award of proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town's discretion, samples may be required prior to award of proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this proposal packet is descriptive and **not** restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, refurbished, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **PROPOSAL OPENINGS:** The names of all proposers will be read aloud at the Town's

ATTACHMENT D

scheduled opening for the designated proposal. However, the naming or reading of a proposal shall not be construed as a comment on the responsiveness of such proposal, or as any indication that the Town accepts such proposal as responsive. Pricing information will not be released until after a proposer is selected and the contract is awarded.

The Town will make a determination regarding the responsiveness of proposals submitted based upon compliance with all applicable laws and the Town's purchasing guidelines and project documents including, but not necessarily limited to, the proposal specifications and contract documents. The Town will notify the successful proposer upon award of the contract; and, if required by State law, all proposals received will be available for inspection after award.

19. **SUMMARY SHEET**: Proposal summary results are typically published within one (1) business day after the scheduled opening. Proposal summary results will be available for public viewing at www.flower-mound.com and [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com). Interested parties desiring a copy of a proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION**: In submitting a proposal, Proposer certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST**: Proposer acknowledges awareness of the state laws including chapter 176 of the Local Government Code, the Town Charter, and the Town Code of Ethics regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **NON-RESIDENT PROPOSERS**: Texas law may prohibit the Town from awarding contracts to a non-resident unless the amount of such proposal is lower than the amount of the lowest proposal by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a proposal for goods and services in the non-resident bidder's state, or the amount by which a resident bidder/proposer would be required to underbid the non-resident bidder/proposer to obtain a comparable contract in the state in which a majority of the manufacturing related to the contract will be performed (Texas Government Code, Chapter 2252).
23. **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the Town for delinquent taxes or otherwise, will not be recommended for award of any proposal until the arrearage has been cleared in writing by the Town. If a proposer becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing by the Town.
24. **MINIMUM STANDARDS FOR RESPONSIBILITY**: A proposer must affirmatively demonstrate responsibility. The Town may request representation and other information sufficient to determine proposer's ability to meet the minimum standards including but not limited to, the following:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.

ATTACHMENT D

25. **AWARD OF CONTRACT:** The Town reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding multiple contracts.

When applicable, the Town may award proposals to the lowest responsive responsible proposer(s), or to the proposer(s) who provides goods or services at the best value to the Town. If using these methods, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The purchase price;
- B. The reputation of the proposer and of the proposer's goods or services;
- C. The quality of the proposer's goods or services;
- D. The extent to which the goods or services meet the Town's needs;
- E. The proposer's past relationship with the Town;
- F. The impact on the ability of the Town to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- G. The total long-term cost to the Town to acquire the proposer's goods or services;
- H. Any relevant criteria specifically listed herein or in the contract documents.

26. **ACCEPTANCE:** Proposer agrees that acceptance of any or all items by the Town shall be binding upon proposer. Proposer shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.

27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for the proposal will be for one (1) year upon Town approval, with three (3) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.

28. **FUNDING:** The Town is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.

29. **ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.

30. **INTERLOCAL AGREEMENT:** The successful proposer agrees to extend prices for goods and services under the same terms and conditions of this proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.

31. **CHANGE ORDER:** The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the Town of Flower Mound and acknowledged by the contracted proposer. **All change orders and modifications to the contract shall be processed through the Purchasing Division only.**

32. **DELIVERY PROMISE – PENALTIES:** Where indicated, proposers must provide number of

ATTACHMENT D

calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). **Do not quote shipping dates.** When delivery delay can be foreseen, the proposer shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting proposer may be subject to re-procurement costs.

33. **DELIVERY TIMES:** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at location(s) designated by the Town.
34. **INSPECTION:** Upon receipt of goods or services, the same will be inspected for compliance with the specifications and contract documents. If the goods or services do not pass inspection, the proposer will be required to remedy the situation at the proposer's sole expense. The proposer will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the plans and specifications and terms and conditions of the contract and to the Town's satisfaction.
35. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accountspayable@flower-mound.com.
36. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the proposal document.
37. **AUDIT:** The Town shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the proposer to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit. In the case of a conflict between the Special Provisions and this paragraph, the Special Provisions shall control.
38. **INSURANCE:** The Town requires proposer(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the Special Provisions herein.
39. **PRICE ESCALATION:** Unless otherwise stated in the Special Provisions or specifications herein, prices must remain firm for the initial term of the contract. The contracted proposer may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. The basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted proposer shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted proposer's net prices to other customers for the same goods or services are lower than the Town's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY:** The proposer agrees to release, defend, indemnify and hold harmless the Town of Flower Mound, its officers, agents and employees from and against any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct whether intentional or

ATTACHMENT D

unintentional or any negligent act, omission, or fault of the successful proposer, or of any agent, employee, authorized representative, subcontractor, or supplier in the execution of, or performance under this contract or any contract which may result from the proposal and the proposer so agrees upon the submission of the proposal. The proposer must deliver, if so requested by the Town, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

42. **PATENT RIGHTS:** Proposer agrees to release, defend, indemnify, and hold harmless the Town of Flower Mound from and against any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.

43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of proposals. This includes all protests relating to legal advertisements, deadlines, proposal openings, and all other related procedures under State law, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained in the solicitation or contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, proposal number or description of goods or services, and a statement of the grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if credible data becomes available that was not previously known, or if there has been an error of law or regulation.

44. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of this contract. The Town reserves the right to terminate the contract immediately in the event the contracted proposer fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another proposer, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted proposer.

45. **TERMINATION FOR TOWN CONVENIENCE:** Whenever the Town, in its discretion, deems it to be in the Town's best interests, it may terminate this contract for the Town's convenience. Such termination shall be effective thirty (30) days after the Town delivers written notice of such termination for convenience to the contracted proposer. Upon receipt of such notice from the Town, proposer shall not thereafter incur, and the Town shall have no liability for, any costs under this contract that are not necessary for actual performance of the contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, the Town shall have no liability to proposer for lost or anticipated profit resulting therefrom.

46. **REMEDIES:** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

47. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

48. **DETERMINATION OF NON-RESPONSIBLE PROPOSER:** The Town may disqualify a proposer as non-responsible and its proposal shall not be considered for reasons including, but not limited

ATTACHMENT D

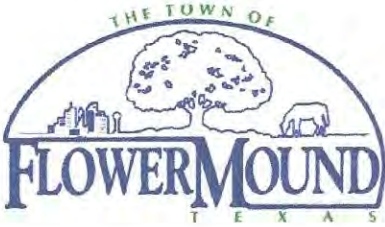
to, the following:

- A. Reason for believing collusion exists among proposers.
- B. Where the proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Town, or where such litigation is contemplated or imminent, in the sole opinion of the town.
- C. The proposer being in arrears on any existing contract or having defaulted on a previous contract.
- D. Lack of competency, in the judgment of the Town, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, information provided on proposer's financial statement and questionnaires.
- E. Uncompleted work or other projects that, in the judgment of the Town, will prevent or hinder the prompt completion of the work if awarded.
- F. Where the proposer, or subcontractor thereof, in the judgment of the Town, has failed to perform in a satisfactory manner on a previous contract.
- G. Where a proposer or subcontractor thereof has failed to disclose a potential conflict of interest or is discovered to have a conflict of interest under State law, the Town's Charter, or the Town's Code of Ordinances.
- H. Where a proposer, its subcontractor, or individual officer/principal of the proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

49. **DETERMINATION OF NON-RESPONSIVE PROPOSAL:** The Town may disqualify a proposal as non-responsive and it shall not be considered for reasons including, but not limited to, the following:

- A. The proposal shows any omissions, alterations of form, additions, or conditions not called for, or irregularities of any kind, in the sole determination of the Town.
- B. Proposal received after the time limit for receiving proposals.
- C. Proposal was not signed.
- D. Unbalanced value of any items.
- E. Improper or insufficient proposal guaranty, if required.
- F. Proposal did not meet specifications.
- G. Proposal did not contain all requested/required documents, submittals and/or samples.

END OF GENERAL TERMS AND CONDITIONS

	CONTRACT	1. Contract No.: 2016-38
		2. Contract Title: Handyman Services
		3. Council Approval Date April 4, 2016
4. Name and Address of Town Town of Flower Mound 2121 Cross Timbers Road Flower Mound, Texas 75028	5. Name and Address of Contractor Zac Moore 1417 Evergreen Drive Lewisville, Texas 75067 Attn: Zac Moore E-Mail: moorefamily90@yahoo.com	
6. Contract Agreed Amount: Estimated annual amount \$100,000.00		
7. The Town of Flower Mound (Town) and the Contractor agree to perform this Contract in strict accordance with the documents <u>listed below</u>, all of which are made a part of this contract: Attachment A: Proposers Response Attachment B: Specifications/Scope of Work Attachment C: Special Provisions Attachment D: General Terms and Conditions		
8. Performance Period: One (1) year with options to renew for four (4) additional one (1) year periods.	9. Approved as to Form: N/A Town's Legal Counsel	
10. Zac Moore Construction By <u>Zac Moore</u> (Signature of Authorized Representative) Date Signed: <u>17 MAR. 16</u> Print Name: <u>ZAC MOORE</u>	11. Town of Flower Mound By _____ (Signature of Authorized Representative) Date Signed: _____ Tom Hayden, Mayor	

ATTACHMENT A

BID RESPONSE FORMS

TO: Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

FROM: IAC MOORE
PROPOSER

1 BID PRICING:

Pricing of the tasks in the bid pricing sheet will include all overhead, insurance, and profit, fuel charges, labor charges (per man/per hour) as is work which will normally take one week or less to complete. Larger projects will be completed at a flat rate price as requested by the Facilities Management Division.

The undersigned, as an independent contractor, hereby offers to provide the Town of Flower Mound (Town), at the terms and conditions contained in this Solicitation No. 2016-38 and this Bid, the following goods and/or services at the prices hereby bid:

BID PRICING SHEET

<i>Work Activity</i>	<i>Delivery schedule (Business days to start work activity after notice to proceed received)</i>	<i>Cost (Fixed 12 month cost per man/per hour)</i>
Example: Install Widget	3 days	\$50
Example: Install Widget	0	No Bid
Interior Painting	1	\$ 30
Exterior Painting	1	\$ 30
Drywall Repair/Installation	2	\$ 30
Carpentry – Framing Wood	2	\$ 30
Carpentry – Framing Metal	2	\$ 30
Tape, Bed, Texture	1	\$ 30
Laborer Cost (jobs not requiring skilled technician or where technician needs assistance)	3	\$ 18

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Night Premium Charges (added to regular hourly charges)	2	\$ 45
Weekend Premium Charges (added to regular charges)	2	\$ 45
Power washing	1	\$ 30
Repair/Install Door Hardware	1	\$ 30
Install/Repair/Window Glass/Hardware/Storefront	2	\$ 30
Carpentry – Finish	2	\$ 30
Concrete Repair with FlexKrete	2	\$ 30
Concrete Replacement	2	\$ 30
Caulking - Exterior	1	\$ 30
Shower Repair	1	\$ 30
Shower Replacement	2	\$ 30
Route/Seal Concrete Ramps & Driveways	2	\$ 30
Demolition – Wood Framing	1	\$ 30
Demolition – Metal Framing	1	\$ 30
Demolition - Concrete	2	\$ 30
Swimming Pool Tile Repair	1	\$ 30
Swimming Pool Slide Cleaning/Wax	2	\$ 30
Swimming Pool Slide Repair/Caulk	2	\$ 30
Corrosion Control Metal Structures	2	\$ 30

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Grout Repair/Replace/Seal Vertical and Horizontal	2	\$ 30
Caulking Interior –Tubs, Sinks, Countertops	1	\$ 30
Restripe – Parking Lots	2	\$ 30
Construct Shelving – Metal/Wood	2	\$ 30
Flooring Repair – Carpet, VCT, Vinyl, Wood, Ceramic, etc.	2	\$ 30
Flooring Install - Carpet, VCT, Vinyl, Wood, Ceramic, etc.	2	\$ 30
Repair/Replace Siding, Soffit, Fascia	1	\$ 30
Repair/Replace Fencing – Wood, Metal, Chain link	1	\$ 30
Gutter Cleaning/Repair	1	\$ 30
Roof Drain Cleaning	1	\$ 30
Install/Relocate Mailboxes	2	\$ 30
Install/Repair Railing Wood/Metal	2	\$ 30
Repair/Replace/Install Weather-stripping	1	\$ 30
Clean Organize Mechanical Rooms, Storage Areas, Trash Enclosures Interior/Exterior	2	\$ 30
Assist with Relocation of Office Furniture and Equipment	1	\$ 30
Assist with Setup of Office Furniture and Equipment	1	\$ 30
Repair/Replace/Install Acoustical Ceiling Tile & Grid	1	\$ 30
Clean Light Fixtures Interior/Exterior	2	\$ 30
Clean Ceiling Fans Interior/Exterior	2	\$ 30
Clean Air Registers Supply and Return	2	\$ 30

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Assist HVAC Tech with Air Filter Replacement	2	\$ 30
Assist HVAC Tech with Cleaning Condenser Coils	2	\$ 30
Install/Replace Signage Interior/Exterior	2	\$ 30
Assist Maintenance Tech II With install A/V wiring	2	\$ 30
Remove/Blow Leaves and Debris from building entry's	1	\$ 30
Repair/Replace Laminate Countertops, Desks	1	\$ 30
Assist with Setup/Removal Holiday Decorations	2	\$ 30
Assist with Restocking Janitorial Supplies	2	\$ 30
Assist with Janitorial Services Mopping, cleaning sinks/toilets	2	\$ 30

Hourly rate/premium charge for work conducted outside of normal business hours:

\$ 45 HELPER \$ 27

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

Cooperative Purchasing does not apply to this bid.

3 INSURANCE REVIEW VERIFICATION

3.1 Does the proposer currently carry the insurance coverage as specified in the Special Provisions?

☒ Yes

☐ No

3.2 If no, has the proposer reviewed the steps necessary, including cost, with its insurance agent, broker or internal department to ensure it will obtain the specified insurance?

☐ Yes

☐ No

4 INSURANCE AFFIDAVITTown of Flower Mound Solicitation No. 2016-38NAME OF PROPOSER: ZAC MOORE**To be completed by the Proposer:**

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 2016-38, and said insurance shall be provided without change to the prices offered.

Name of Proposer: ZAC MOORE
 Authorized Agent (please print): ZAC MOORE
 Authorized Agent's Signature: ZAC MOORE
 Date: 23 FEB. 16

To be completed by Proposer's insurance provider:

I confirm that, if awarded the Contract, the Proposer name stated above either has insurance coverage or can obtain coverage in compliance with the requirements of Town of Flower Mound Solicitation No. 2016-38. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

Insurance Agency: Agents Alliance LTD
 Insurance Agent's Name (please print): Kelly Davenport
 Insurance Agent's Signature: Kelly L Davenport
 Date: 2/22/2016

5 WORKERS COMPENSATION HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

For and in consideration of the sums paid to Contractor by Town under Contract No. 2016-38 (the "Contract") and Contractor's desire to provide this Hold Harmless and Indemnification Agreement in lieu of workers compensation insurance, Contractor, for himself and as sole proprietor of Contractor, hereby agrees to release, defend, indemnify, and hold harmless the Town of Flower Mound and its respective officers, agents and employees from, and against any and all claims and causes of action, including, but not limited to, injury, death, disease, or employer liability arising from or in connection with Contractor in performance of the work, including such personal injury, death, disease or employer liability caused by the sole negligence of the Town.

I further certify that my company or firm qualifies for exemption from workers compensation insurance requirements under the law; that I am the company or firm's sole proprietor; and that I will provide proof of medical insurance for myself, the only person from my company or firm that will be performing work under this contract.

NAME OF FIRM: ZAC MOORE

NAME OF SOLE PROPRIETOR: ZAC MOORE

SIGNATURE OF SOLE PROPRIETOR: Zac Moore

DATE: 23 FEB. 16

6 BID ENDORSEMENT FORM

The undersigned, in submitting this Bid and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS BID, WHEN ACCEPTED BY THE TOWN, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE TOWN. Acceptance may be acknowledged in writing by an Acceptance Letter or Purchase Order issued by the Town, or a Contract document issued by the Town and executed by both parties, followed by a Notice to Proceed issued by the Town. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Town. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. 2016-38

SUBMITTED BY:

ZAC MOORE
(OFFICIAL NAME OF PROPOSING FIRM)

By: ZAC MOORE
(Original Signature of Proposing Firm's Authorized Agent)

*Must be signed for bid
to be considered responsive*

ZAC MOORE
(Typed or Printed Name)

OWNER
(Title)

moorefamily90@yahoo.com
(Email)

214-213-8068
(Telephone Number)

23 FEB. 16
(Date Signed)

ZAC MOORE

1417 Evergreen Dr.
Lewisville, TX 75067
214.213.8068
moorefamily90@yahoo.com

REFERENCES

GARY HAMILTON

Ghamilton@altair-co.com

972.231.5166 work
972.358.3401 cell

Relationship

Personal Friend, 48 years

JEFF GARNER

Jeff.garner@flower-mound.com

972.874.6064

Relationship

Professional, 20 years

ROBBIE MCCARTY

robbie@rmsdenton.com

940.368.3431

Relationship

Professional, 26 years

Page 71 of 44

FlexKrete

Technologies

A div. of Protective Products, Inc.

Presents this
CERTIFICATE OF ACHIEVEMENT

to:

ZAC MOORE

DOUBLE DIAMOND

For the successful participation and completion of the
FLEKKRETE CLASSROOM & FIELD APPLICATION TECHNOLOGY COURSE.

JULY 24, 2013


ROY PERRIN
PRESIDENT


MARTY ROSS
GENERAL MANAGER/CPA

FlexKrete

Technologies

A div. of Protective Products, Inc.

Presents this
CERTIFICATE OF ACHIEVEMENT

to:

STEVE WENZEL
SWAT CONSTRUCTION

For the successful participation and completion of the
FLEXKRETE CLASSROOM & FIELD APPLICATION TECHNOLOGY COURSE.

JULY 24, 2013

Marty Ross
MARTY ROSS
GENERAL MANAGER/CPA



Roy Perrin
ROY PERRIN
PRESIDENT

FlexKrete

Technologies

A div. of Protective Products, Inc.

Presents this

CERTIFICATE OF ACHIEVEMENT

to:

JACOB MOORE
DOUBLE DIAMOND

For the successful participation and completion of the
**FLEXKRETE CLASSROOM & FIELD APPLICATION TECHNOLOGY
COURSE.**

JULY 31, 2014


ROY PERRIN
PRESIDENT




MARTY ROSS
GENERAL MANAGER/CPA



Construction Education Foundation Board of Directors

Hereby certifies that

Jacob Moore

Has successfully completed

Electrical I

*through the CEF North Texas Apprenticeship Program. This program utilizes the NCCER content Learning Series and is approved by the
Department of Labor Bureau of Apprenticeship and Training.*

Issued on this 29th day of May, 2014

Jane Hanna

President/Executive Director

Tim McNew

CEF Chairman of the Board



Construction Education Foundation Board of Directors

Hereby certifies that

Jacob Moore

Has successfully completed

Electrical II

through the CEF North Texas Apprenticeship Program. This program utilizes the NCCER Contren Learning Series and is approved by the Department of Labor Bureau of Apprenticeship and Training.

Issued on this 28th day of May, 2015

Jane Hanna

President/Executive Director

Tim McNew

CEF Chairman of the Board

NCCER

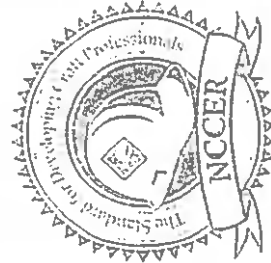
Board of Trustees confers upon

Jacob Moore

this certificate of completion for

Electrical Level Two

in the Standardized Craft Training program
on this Twenty-eighth day of May, 2015



Donald E. Whyte

Donald E. Whyte
President, NCCER

Training Subject	Date	Instructor Signature
Hotwork/LOTO	2/3/16	



**AMBER ELECTRICAL
CONTRACTORS, INC.**

This is an official company training record. For questions,
please contact management at: (972)579-9333.

This employee has completed all
training listed on this card. They
are familiar with all regulatory
requirements and competent to
perform the related work.

Employee Name: Jacob Moore

Employee Signature: *Jacob Moore*

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Kelly Davenport	
Agents Alliance Services, Ltd		PHONE (A/C, No, Ext): (940) 382-9691	FAX (A/C, No): (940) 243-1050
Ramey King Insurance		E-MAIL ADDRESS: KellyD.SidwellIns@Verizon.Net	
510 N. I35 E		INSURER(S) AFFORDING COVERAGE	
Denton TX 76205		INSURER A: Hartford Lloyds Ins. Co.	
		NAIC # 38253	
INSURED		INSURER B:	
ZAC MOORE CARPENTRY		INSURER C:	
1417 EVERGREEN DR.		INSURER D:	
		INSURER E:	
LEWISVILLE TX 75067		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2015-2016**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			469BAKV8867	12/7/2015	12/7/2016	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐ CLAIMS-MADE ☒ OCCUR	☒					MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
GEN'L AGGREGATE LIMIT APPLIES PER:							\$ 1,000,000
☒ POLICY	☐ PRO-JECT	☐ LOC					\$ 300,000
A	AUTOMOBILE LIABILITY			469BAKV8867	12/7/2015	12/7/2016	COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	☒				PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						\$ 1,000,000
	EXCESS LIAB						\$
	DED		RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A				\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability coverage includes a blanket automatic Additional Insured endorsement or policy terms that provide additional insured status including Products and Completed Operations hazard and a blanket Waiver of Subrogation endorsement that provides a Waiver of Subrogation to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

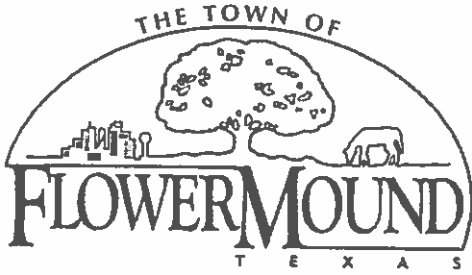
(972) 874-6456

Town of Flower Mound It's Officers,
Officials, Employees & Volunteers
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff King/KLD



RECEIPT **TOWN OF FLOWER MOUND**

2121 Cross Timbers Rd
 Flower Mound, TX 75028
 Phone (972) 874-6355

Company: ZAC MOORE

Location: 1417 EVERGREEN DR

Owner:

City Registration #: AEC-1841

Receipt Number: R3028404

Fee Description	Account	Fee Amount
BI CONTRACTORS	1004330	\$ 125.00

Total Fees Paid:

\$ 125.00

Date Paid: Friday, February 26, 2016

Paid By: ZAC MOORE

Pay Method: CASH

Received By: MYLINDA TAYLOR

SPECIFICATIONS / SCOPE OF WORK

1 GENERAL OVERVIEW

The Work which will be completed under this Contract will be completed for the Town of Flower Mound Facilities Management Division ('Facilities'). The Contractor will be performing minor construction and repair activities as directed by Facilities, and shall consist of work activities normally completed by Facilities. The work under this Contract will be done on an 'as needed' basis and will be assigned to the Contractor when the work load of Facilities exceeds the available resources for the timely and successful completion of the work activity. The work activities are based upon work overages, work back logs, and/or emergency requests. This Contract is for labor only, unless otherwise indicated at the time of request. All work will be approved/inspected by Facilities and other Town Divisions (i.e. Building Inspections, MIS, etc.) where work will be conducted to ensure code compliance. Services performed under this Contract shall be subject to regular inspections by the Town of Flower Mound representatives.

2 SPECIFICATIONS / SCOPE OF WORK**2.1 Assumptions**

- 2.1.1 The Contractor shall provide all tools and transportation required to perform the work activities requested by Facilities. A list of possible items are: paint spray rig, trowels, hand tools, power tools, table saws, plumbing snakes, battery operated hand tools, paint brushes, paint shakers, etc.
- 2.1.2 The Contractor shall bill the Town only for hours worked. Billing will begin when Contractor employees arrive at a Town building and end when they depart a Town building. Lunch periods shall not be included in the billing.

2.2 Exceptions

- 2.2.1 The Town of Flower Mound ('Town') shall provide all materials to complete the work requested of the Contractor. A list of possible items are: drywall, screws, light fixtures, paint, primer, caulk, etc.
- 2.2.2 The Town shall provide heavy equipment for work activities. Examples are motorized lifts, boom lifts, front loaders, bucket loaders, and backhoes. These items will be provided as needed by the Town. The Contractor must ensure their employees are competent and certified to operate the equipment provided by the Town.

2.3 Permits

- 2.3.1 The Town will secure necessary permits to perform work activities, when applicable. The Contractor will not be charged for permits as it will work as a subcontractor under the Town's umbrella.

2.4 Registration

- 2.4.1 The Contractor is required to register with the Town's Building Inspections division and required to pay the annual registration fee. The successful Contractor will be required to submit a copy of its approved registration prior to beginning work for the Town.

2.5 Contractor's Employees

- 2.5.1 The successful Contractor will provide an updated list of employees that will work under this Contract upon Contract signature. This list must be current at all times and Contractor is responsible for updating Facilities of any additions/deletions to this list.

ATTACHMENT B

- 2.5.2 The Contractor must notify the Town when any changes are made in Contractor employees and submit the information immediately to the Town. The Contractor shall not allow any new employees to enter on to Town property without prior approval of the Town.
- 2.5.3 The Town's Police Department will complete a nationwide background check on all Contractor employees. Any employees not meeting requirements will not be allowed to work under this Contract. Employees cannot have been convicted of a felony or misdemeanor in the last five (5) years.
- 2.5.4 Facilities will provide a form to the Contractor which is to be completed by the Contractor for approval of new employees. The form will be used by the Town in completion of the background check and approval from the Police Department.
- 2.5.5 All employees must wear a designated uniform to consist of a company shirt or smock bearing the company name. Employees also must possess a company picture ID badge.

2.6 Change Order Process

- 2.6.1 Occasionally, additional services may be required which were not included in the scope of work request or unforeseen circumstances may develop requiring additional services. The Contractor shall provide a detailed written change order request to the Facilities representative outlining the specific work activity, including materials and equipment needed to complete the specified activity/activities. The Change Order detail shall include labor, materials, and equipment required to complete the work outlined. The Facilities representative will evaluate the request and elect to proceed or seek alternative sources for the work. The Contractor shall not proceed with the work unless written approval is received on the Change Order.

2.7 Estimates

- 2.7.1 The Contractor will be required to provide written estimates for larger projects at a flat rate price. The estimates will be provided free of charge to the Town. If requested, the estimates shall include detailed information that pertains to the specific work activity (labor charges, material list, equipment list, project start and completion dates/times).

2.8 Safety and Cleanliness

- 2.8.1 The Contractor shall ensure that all safety measures are followed at all times during the performance of the work. Unsafe activities will not be tolerated at any time. The Contractor shall adhere to established industry standards for safety.
- 2.8.2 The Contractor shall ensure that the project work site is kept clean and tidy at all times during the performance of the work.

2.9 Warranty

- 2.9.1 The Contractor shall correct (at no additional charge) any discrepancies in work within three (3) working days of being notified by the Town representative for any issues with quality or quantity of work performed.

2.10 Hours of Work

- 2.10.1 Work activities will be conducted during normal business hours unless otherwise notified by the Town's Facilities representative. Normal business hours are Monday through Friday between 6:00am-6:00pm. Occasionally, scheduling conflicts or building occupancy will required work activities to be completed on weekends, holidays, or evenings/nights. If the Contractor will charge a premium for working outside normal business hours it must be indicated on the bid pricing sheet in the appropriate section.

ATTACHMENT B

- 2.10.2 No work is to be performed outside of normal business hours unless approved, in advance, by the Facilities representative.

2.11 Security

- 2.11.1 The security of building keys and access cards will be maintained in accordance with the Town's procedures.
- 2.11.2 Liability for lost access cards or keys, re-keying costs and other related expenses shall be the full responsibility of the Contractor. If a key or card is lost or stolen the Contractor shall notify the Facilities representative immediately during business hours the next business day.
- 2.11.3 The Contractor shall not alter any lock or reproduce any key or access card.
- 2.11.4 The Contractor shall establish procedures to ensure that all building spaces are secured as required by the Town. In addition, the Contractor shall establish procedures regarding the security/safeguard of all keys and access cards issued to the Contractor for access to Town buildings.
- 2.11.5 The Contractor must notify dispatch upon entering the Police building.
- 2.11.6 Entry into the jail area will be performed in accordance with Town procedures. The Contractor employees will notify Dispatch either in person or via the telecom that entry into the jail is needed. An officer will always enter the jail area with the employee when prisoners are present. No entry into a jail cell that is occupied will be allowed unless an officer is present. Officers will move prisoners to vacant cells so that all cells work can be performed.
- 2.11.7 When the employee(s) are through they will notify Dispatch via the intercom to request the door be unlocked so they can exit the jail area.

2.12 Conduct

- 2.12.1 Contractor and its employees shall adhere to the following:
- 2.12.2 Contractor's and its employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building;
- 2.12.3 No loud or boisterous conduct will be permitted;
- 2.12.4 Contractor and its employees will not open desk drawers or cabinets nor tamper with any office machines, equipment or any Town employee's personal property at any time.
- 2.12.5 Contractor and its employees are not to use the Town's telephones or smoke in Town buildings.
- 2.12.6 At no time is the Contractor to assist entry of anyone other than the Contractor's employees into the building.
- 2.12.7 No children or visitors of Contractor or its employees will be allowed on the premises at any time.

3 BIDDER QUALIFICATIONS

- 3.1 The Contractor shall provide a list of at minimum three (3) references. References shall indicate a minimum of ten (10) years professional experience perform the same/similar work as outlined on the bid pricing sheet. The Contractor references and experience must demonstrate the experience is for completing the services on commercial buildings. Failure to provide the references will disqualify the Contractor and the submission will be deemed non-responsive.

ATTACHMENT B

- 3.2 References shall include the name, title, name of company, address, phone, fax, and email address of a person with direct knowledge of the services performed.

4 REQUIRED DOCUMENTATION

- 4.1 List of references
- 4.2 Copies of certificates held by employees who will work under this Contract.
- 4.3 Copies of valid driver's licenses for employees who will work under this Contract.
- 4.4 Copy of current certificate of insurance.

END OF SPECIFICATIONS / SCOPE OF WORK

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SPECIAL PROVISIONS

1 TOWN'S RIGHT TO INSPECT AND AUDIT

- 1.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Town shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Town to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from the Town or the Town's authorized representative.
- 1.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Town, its agents and authorized representatives. The Contractor shall provide the Town with retrievals of computer-based records or transactions that the Town determines to be necessary to conduct the audit. There shall be no charge to the Town for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.
- 1.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Town's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Town shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 1.4 The Contractor shall insert an item containing the Audit provisions in 1.1 through 1.5 of this section, including this paragraph, in all subcontracts hereunder except as altered as may be necessary for the proper identification of the contracting parties and the Town under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 1.5 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of the Town's audit shall be paid by the Contractor.

2 CONTRACT TERM

- 2.1 This Contract, if awarded, shall be for an initial **one-year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Town's Purchasing Manager, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the **options to renew for four (4)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Town's discretion.

ATTACHMENT C

- 2.3 In recognition of the potential for fluctuations of the Contractor's costs for the years subsequent to the initial contract period, a price adjustment for each succeeding year may be requested subject to the following considerations:
 - 2.3.1 Such adjustment is solely for the purpose of accommodating an increase in the Contractor's cost, not profits;
 - 2.3.2 Request for same must be made in writing and supported by acceptable documentation of the cost increase. Any such request shall be submitted for approval to the Town's Purchasing Manager no less than **90 days prior** to the end of the then current Contract period.
- 2.4 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

3 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

- 3.1 The Contractor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Contract. Neither acceptance of such Work by the Town, nor payment therefore, shall relieve the Contractor of this responsibility. If and when applicable, the Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.
- 3.2 In addition, at its own expense, the Contractor shall:
 - 3.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations;
 - 3.2.2 Obtain all permits/licenses required to perform work or deliver products, where applicable. (any cost for compliance shall be paid by the Contractor);
 - 3.2.3 Provide competent supervisors and workmen;
 - 3.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
 - 3.2.5 Perform the Work without unnecessarily interfering with Town operations;
 - 3.2.6 Provide all vehicles and tools as necessary for its use; and
 - 3.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

4 INSURANCE PROVISIONS

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to contract execution. Renewal certificates shall also be supplied upon expiration.

4.1 MINIMUM SCOPE OF INSURANCE

ATTACHMENT C

Coverage shall be at least as broad as:

- 4.1.1 ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- 4.1.2 Workers compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- 4.1.3 Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile liability is only required if vehicle(s) will be used under this contract.

4.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits throughout this Contract not less than:

- 4.2.1 Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - 4.2.1.1 Premises/Operations
 - 4.2.1.2 Broad Form Contractual Liability
 - 4.2.1.3 Products and Completed Operations
 - 4.2.1.4 Personal Injury
 - 4.2.1.5 Broad Form Property Damage
- 4.2.2 Workers compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee.

Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

- 4.2.3 All policies shall waive the insurer's right of recovery or subrogation against the Town.

4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

4.4 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

- 4.4.1 General Liability and Automobile Liability Coverages:
 - 4.4.1.1 The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ATTACHMENT C

- 4.4.1.2 The Contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- 4.4.1.3 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, commissions or volunteers.
- 4.4.1.4 The Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
- 4.4.2 Worker's Compensation and Employer's Liability Coverage:
 - 4.4.2.1 The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Town.
- 4.4.3 All Coverages:
 - 4.4.3.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.
- 4.5 ACCEPTABILITY OF INSURERS
The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.
- 4.6 VERIFICATION OF COVERAGE
The Contractor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACCORD form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require insurance endorsements and complete, certified copies of all required insurance policies at any time.

5 NEW MATERIALS

All products and components to be provided under this Contract shall be new (not used, refurbished, or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended, unless otherwise specified. If at any time during the performance of this Contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the Purchasing Manager immediately, in writing, including the reasons and proposing any consideration which will flow to the Town if authorization to use such supplies or components is granted.

6 PROTECTION AND RESTORATION OF PROPERTY

- 6.1 The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective Work or materials, and

ATTACHMENT C

said responsibility will not be released until the project shall have been completed and accepted by the Town.

- 6.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in a reasonable manner acceptable to the injured party.

7 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall control its operations and those of its subcontractors and all suppliers to assure the least inconvenience to the Town operation. Under all circumstances, safety shall be the most important consideration.

END OF SPECIAL PROVISIONS

ATTACHMENT D**GENERAL TERMS AND CONDITIONS**

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound ("Town"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com) and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the Proposer shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the Proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer should clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

The Town of Flower Mound has elected to fund a monthly fee to IonWave Technologies, Inc. in order to eliminate all costs for proposer to utilize the system for proposals solicited by the Town. For **Cooperative Procurements and Reverse Auctions ONLY**, proposer agrees to pay to IonWave Technologies, Inc. a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods or services awarded to the respondent. Cooperative procurements and Reverse Auctions will be clearly identified in the proposal documents. To assure that all respondents are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com) for further information.

7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer shall clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF PROPOSALS:** Paper submissions shall be presented to the Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by

ATTACHMENT D

the stated deadline. Paper submissions shall be presented in a sealed envelope with proposer's name and the proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to proposal opening shall be initialed by the signer of the proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting minor errors in bid price after bid opening. However, a bidder may be able to withdraw a bid only if it contains a substantial mistake that would, in the sole opinion of the Town, cause a great hardship if enforced against the bidder.
11. **TAXES:** The Town is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006. In no event is it the Town's responsibility to provide a tax exempt form without a request for the same.
12. **WITHDRAWAL OF PROPOSAL:** Proposer agrees that its proposal may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of proposal without written approval of the Purchasing Manager.
13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the proposer. The Town will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town's discretion, testing may be required prior to award of proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town's discretion, samples may be required prior to award of proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this proposal packet is descriptive and **not** restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, refurbished, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **PROPOSAL OPENINGS:** The names of all proposers will be read aloud at the Town's

ATTACHMENT D

scheduled opening for the designated proposal. However, the naming or reading of a proposal shall not be construed as a comment on the responsiveness of such proposal, or as any indication that the Town accepts such proposal as responsive. Pricing information will not be released until after a proposer is selected and the contract is awarded.

The Town will make a determination regarding the responsiveness of proposals submitted based upon compliance with all applicable laws and the Town's purchasing guidelines and project documents including, but not necessarily limited to, the proposal specifications and contract documents. The Town will notify the successful proposer upon award of the contract; and, if required by State law, all proposals received will be available for inspection after award.

19. **SUMMARY SHEET**: Proposal summary results are typically published within one (1) business day after the scheduled opening. Proposal summary results will be available for public viewing at www.flower-mound.com and [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com). Interested parties desiring a copy of a proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION**: In submitting a proposal, Proposer certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST**: Proposer acknowledges awareness of the state laws including chapter 176 of the Local Government Code, the Town Charter, and the Town Code of Ethics regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **NON-RESIDENT PROPOSERS**: Texas law may prohibit the Town from awarding contracts to a non-resident unless the amount of such proposal is lower than the amount of the lowest proposal by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a proposal for goods and services in the non-resident bidder's state, or the amount by which a resident bidder/proposer would be required to underbid the non-resident bidder/proposer to obtain a comparable contract in the state in which a majority of the manufacturing related to the contract will be performed (Texas Government Code, Chapter 2252).
23. **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the Town for delinquent taxes or otherwise, will not be recommended for award of any proposal until the arrearage has been cleared in writing by the Town. If a proposer becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing by the Town.
24. **MINIMUM STANDARDS FOR RESPONSIBILITY**: A proposer must affirmatively demonstrate responsibility. The Town may request representation and other information sufficient to determine proposer's ability to meet the minimum standards including but not limited to, the following:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.

ATTACHMENT D

25. **AWARD OF CONTRACT:** The Town reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding multiple contracts.

When applicable, the Town may award proposals to the lowest responsive responsible proposer(s), or to the proposer(s) who provides goods or services at the best value to the Town. If using these methods, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The purchase price;
 - B. The reputation of the proposer and of the proposer's goods or services;
 - C. The quality of the proposer's goods or services;
 - D. The extent to which the goods or services meet the Town's needs;
 - E. The proposer's past relationship with the Town;
 - F. The impact on the ability of the Town to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - G. The total long-term cost to the Town to acquire the proposer's goods or services;
 - H. Any relevant criteria specifically listed herein or in the contract documents.
26. **ACCEPTANCE:** Proposer agrees that acceptance of any or all items by the Town shall be binding upon proposer. Proposer shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.
27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for the proposal will be for one (1) year upon Town approval, with three (3) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.
28. **FUNDING:** The Town is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.
29. **ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.
30. **INTERLOCAL AGREEMENT:** The successful proposer agrees to extend prices for goods and services under the same terms and conditions of this proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.
31. **CHANGE ORDER:** The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the Town of Flower Mound and acknowledged by the contracted proposer. **All change orders and modifications to the contract shall be processed through the Purchasing Division only.**
32. **DELIVERY PROMISE – PENALTIES:** Where indicated, proposers must provide number of

ATTACHMENT D

calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). **Do not quote shipping dates.** When delivery delay can be foreseen, the proposer shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting proposer may be subject to re-procurement costs.

33. **DELIVERY TIMES:** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at location(s) designated by the Town.
34. **INSPECTION:** Upon receipt of goods or services, the same will be inspected for compliance with the specifications and contract documents. If the goods or services do not pass inspection, the proposer will be required to remedy the situation at the proposer's sole expense. The proposer will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the plans and specifications and terms and conditions of the contract and to the Town's satisfaction.
35. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accountspayable@flower-mound.com.
36. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the proposal document.
37. **AUDIT:** The Town shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the proposer to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit. In the case of a conflict between the Special Provisions and this paragraph, the Special Provisions shall control.
38. **INSURANCE:** The Town requires proposer(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the Special Provisions herein.
39. **PRICE ESCALATION:** Unless otherwise stated in the Special Provisions or specifications herein, prices must remain firm for the initial term of the contract. The contracted proposer may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. The basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted proposer shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted proposer's net prices to other customers for the same goods or services are lower than the Town's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY:** The proposer agrees to release, defend, indemnify and hold harmless the Town of Flower Mound, its officers, agents and employees from and against any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct whether intentional or

ATTACHMENT D

unintentional or any negligent act, omission, or fault of the successful proposer, or of any agent, employee, authorized representative, subcontractor, or supplier in the execution of, or performance under this contract or any contract which may result from the proposal and the proposer so agrees upon the submission of the proposal. The proposer must deliver, if so requested by the Town, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

42. **PATENT RIGHTS:** Proposer agrees to release, defend, indemnify, and hold harmless the Town of Flower Mound from and against any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.

43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of proposals. This includes all protests relating to legal advertisements, deadlines, proposal openings, and all other related procedures under State law, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained in the solicitation or contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, proposal number or description of goods or services, and a statement of the grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if credible data becomes available that was not previously known, or if there has been an error of law or regulation.

44. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of this contract. The Town reserves the right to terminate the contract immediately in the event the contracted proposer fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another proposer, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted proposer.

45. **TERMINATION FOR TOWN CONVENIENCE:** Whenever the Town, in its discretion, deems it to be in the Town's best interests, it may terminate this contract for the Town's convenience. Such termination shall be effective thirty (30) days after the Town delivers written notice of such termination for convenience to the contracted proposer. Upon receipt of such notice from the Town, proposer shall not thereafter incur, and the Town shall have no liability for, any costs under this contract that are not necessary for actual performance of the contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, the Town shall have no liability to proposer for lost or anticipated profit resulting therefrom.

46. **REMEDIES:** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

47. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

48. **DETERMINATION OF NON-RESPONSIBLE PROPOSER:** The Town may disqualify a proposer as non-responsible and its proposal shall not be considered for reasons including, but not limited

ATTACHMENT D

to, the following:

- A. Reason for believing collusion exists among proposers.
- B. Where the proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Town, or where such litigation is contemplated or imminent, in the sole opinion of the town.
- C. The proposer being in arrears on any existing contract or having defaulted on a previous contract.
- D. Lack of competency, in the judgment of the Town, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, information provided on proposer's financial statement and questionnaires.
- E. Uncompleted work or other projects that, in the judgment of the Town, will prevent or hinder the prompt completion of the work if awarded.
- F. Where the proposer, or subcontractor thereof, in the judgment of the Town, has failed to perform in a satisfactory manner on a previous contract.
- G. Where a proposer or subcontractor thereof has failed to disclose a potential conflict of interest or is discovered to have a conflict of interest under State law, the Town's Charter, or the Town's Code of Ordinances.
- H. Where a proposer, its subcontractor, or individual officer/principal of the proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

49. **DETERMINATION OF NON-RESPONSIVE PROPOSAL:** The Town may disqualify a proposal as non-responsive and it shall not be considered for reasons including, but not limited to, the following:

- A. The proposal shows any omissions, alterations of form, additions, or conditions not called for, or irregularities of any kind, in the sole determination of the Town.
- B. Proposal received after the time limit for receiving proposals.
- C. Proposal was not signed.
- D. Unbalanced value of any items.
- E. Improper or insufficient proposal guaranty, if required.
- F. Proposal did not meet specifications.
- G. Proposal did not contain all requested/required documents, submittals and/or samples.

END OF GENERAL TERMS AND CONDITIONS



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: April 4, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider approval of an amended Development Agreement for the property located at 4809 Lighthouse Drive; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The property owner of 4809 Lighthouse Drive (Lot 9, Block 2, The Estates of Tour 18, Section One) is requesting modification to the existing development agreement (DA) governing the construction of Lighthouse Drive. The original DA was approved by the Town Council on September 19, 2005.

The Estates of Tour 18, Section One, is a gated residential subdivision that was platted in 1994. The right-of-way for Lighthouse Drive, a private street adjacent to 4809 Lighthouse Drive, was shown on the plat to provide access to this lot and to provide future connectivity to the then undeveloped property to the west. However, this section of the roadway was not constructed by the developer. As a result, the property located at 4809 Lighthouse Drive has no street frontage or approved means of access, thus making it unbuildable. The existing DA allows the property owner to construct a residence on this lot with a condition to construct a portion of Lighthouse Drive that is sufficient for driveway access to the residence. The existing DA also provides standards for the construction of a portion of Lighthouse Drive that will allow emergency vehicles to access the proposed residence and to turn around.

The property to the west of The Estates of Tour 18 is now a platted residential subdivision (Montalcino Estates). The plat for the Montalcino development does not depict a street connecting to The Estates of Tour 18 at the Lighthouse Drive location. Hence the current DA to extend the street to the westernmost property line of Tour 18 is no longer applicable. The property owner is requesting to delete their responsibility to construct the southern half of Lighthouse Drive as required by the original DA.

The proposed DA will require the owner to design and construct a driveway approach from Lighthouse Drive to their property with a minimum twenty-eight-foot (28') radius to provide access for emergency vehicles as depicted in the plot plan. Also, the initial thirty feet (30') of the driveway approach from its junction with Lighthouse Drive shall be at the same thickness and tensile strength as Lighthouse Drive. The owner is required to submit required construction plans to the Town for consideration and approval.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: If the Town Council does not approve the amended development agreement, then the original development agreement as adopted would continue to be in effect.

FISCAL IMPACT: N/A

LEGAL REVIEW: Ashley Dierker, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the amended development agreement as to form and legality.

ATTACHMENTS:

1. Letter of Intent
2. Proposed Amended Development Agreement
3. Letter from Tour 18 Homeowner's Association

RECOMMENDATION: Move to approve an amended Development Agreement for the property located at 4809 Lighthouse Drive, and authorize the Mayor to execute same on behalf of the Town.

March 29th, 2016

Town Council
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028

Ref: DRC14-0032 4809 Lighthouse Dr.

Town Council,

As the current property owner of 4809 Lighthouse Dr., we are requesting the Town Council to approve the FIRST AMENDMENT TO DEVELOPMENT AGREEMENT DATED SEPTEMBER 19,2005 as drafted by the Town's Legal.

I have attached a copy of this document along with the associated aerial view. I have also attached the LETTER OF INTENT and LETTER OF APPROVAL from The Estates of Tour 18 Home Owners Association as requested.

Once we have final approval of this document by the Town Council, we will work with the Estates of Tour 18 Home Owners Associate to develop a new site survey to reflect the required changes as defined in the DRC and LETTER OF INTENT.

Thanks you for your consideration regarding this matter and we appreciate the efforts of the Town of Flower Mound is helping to solve this issue.



Rick Blackstock

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
DATED SEPTEMBER 19, 2005

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT DATED SEPTEMBER 19, 2005 ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the Town of Flower Mound, Texas (the "Town"), and Rick and Janet Blackstock ("Owners").

WITNESSETH:

WHEREAS, Owners own a lot in the Estates of Tour 18, Section One, an addition to the Town of Flower Mound, Denton County, Texas ("Tour 18 Estates" or "Subdivision"); and

WHEREAS, Owners own the lot identified as Lot 9, Block 2 of the Tour 18 Estates, also known as 4809 Lighthouse Drive (the "Property"); and

WHEREAS, previous owners of the Property entered into a development agreement with the Town on September 19, 2005 ("2005 Agreement") governing the Property and construction of certain improvements related to the Property; and

WHEREAS, the 2005 Agreement required the owner of the Property to construct Lighthouse Drive so that it would extend in a westerly direction from Tour 18 Drive along the planned frontage of the Property to the western-most property line of the Property if certain conditions were met; and

WHEREAS, the conditions in the 2005 Agreement that trigger construction of the extension of Lighthouse Drive are no longer applicable and as a result the Owners have submitted a plan for construction of a driveway approach to serve the Property; and

WHEREAS, all rights, powers, and interests in the 2005 Agreement have been assigned to the Owners; and

WHEREAS, the Town and Owners desire to amend the 2005 Agreement to remove the requirement that Owners construct the extension of Lighthouse Drive.

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

1. Prior Agreements. The Town and Owners agree that, except to the extent amended herein, the provisions and terms contained in the 2005 Agreement remain in full force and effect and shall continue to be applicable to the development of the Property and shall be binding on all signatories hereto. If there is a conflict between the

terms of the 2005 Agreement and this Agreement, the terms of this Agreement shall control.

2. Paragraph 2 of the 2005 Agreement. Paragraph 2 of the 2005 Agreement is hereby amended to read as follows:

2. Prior to the issuance of a Building Permit for the Property, Owners shall:

- a. design a driveway approach from Lighthouse Drive to the Property with a minimum twenty-eight foot (28') radius to provide access for emergency vehicles as depicted in the site plan attached hereto as Exhibit "A" and in accordance with Town standards; and
- b. design the initial thirty feet (30') of the driveway approach from its junction with Lighthouse Drive at the same thickness and tensile strength as Lighthouse Drive; and
- c. submit all required designs, site plans and construction plans for the Property including, but not necessarily limited to, the proposed driveway approach to the Town for consideration and approval.

3. Paragraph 4 of the 2005 Agreement. Paragraph 4 of the 2005 Agreement is hereby amended to read as follows:

4. The Owners shall construct the driveway approach pursuant to paragraph 2 herein in accordance with Town standards only after Owners obtain all the necessary property rights sufficient to connect the driveway approach to Lighthouse Drive.

4. Paragraph 5 of the 2005 Agreement. Paragraph 5 of the 2005 Agreement is hereby deleted in its entirety.

5. 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 I of Chapter 271 of the Texas Local Government Code.

6. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this 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.

7. 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, Owners shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer. 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 Owners and all others holding any interest now or in the future.

8. Binding Obligation. Upon execution of this Agreement by all signatories hereto, the 2005 Agreement, as amended hereby, shall become a binding obligation on the signatories. 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. Owners warrant and represent that the individuals executing this Agreement on their behalf have full authority to execute this Agreement and bind Owners to same. Further, this Agreement is and shall be binding upon Owners, their successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

9. 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.

10. Roughly Proportionate Determination under Texas Law. Owners have been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise Owners, regarding Owners' rights under Texas and federal law. Owners hereby waive any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement, if any, are roughly proportionate to the Project's anticipated impact. Owners hereby waive and release the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related in any way to the municipal infrastructure improvements required by this Agreement, if any.

11. Rough Proportionality Determination under Federal Law. Owners hereby waive any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code in regard to this Agreement. Both Owners and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements in this Agreement, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement.

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

By: _____
Name: _____ Blackstock

This instrument was acknowledged before me on this the ____ day of _____, 2016 by _____ Blackstock, on behalf of Owners, Rick and Janet Blackstock.

S:\Developmental Services\Planning Services\Planning Shared Files\2016 Ordinances\4809 Lighthouse -Tour 18\Development Agreement.First Amendment.docx
Page 5





The Estates at Tour 18
Homeowners Association
4418 Tour 18 Drive
Flower Mound, TX 75022

February 15, 2016

Town Council
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028

Town Council,

The Estates at Tour 18 Home Owners Association has read and is in agreement with the terms of the attached First Amendment To Development Agreement Dated September 19, 2005 regarding the subject property owned by Rick Blackstock at 4809 Lighthouse Drive.

Our approval is based on the desire of the Town, the current property owner, and the HOA to amend the 2005 agreement to allow for residential development of the subject property as evidenced in the attached Letter of Intent from the HOA to Rick Blackstock.

Sincerely,

A handwritten signature in black ink, appearing to read 'MR', with a stylized flourish at the end.

Michael Rendon
Managing Agent



The Estates at Tour 18
Homeowners Association
4418 Tour 18 Drive
Flower Mound, TX 75022

July 15, 2015

Rick Blackstock
4809 Lighthouse Drive
Flower Mound, TX 75022

Mr. Blackstock,

Based on your recent meeting with representatives from The Estates at Tour 18 Homeowners Association (Tour 18 HOA), we are writing to confirm our mutual understanding and intent to execute a formal agreement based on the details listed below.

1. Tour 18 HOA will grant to you a partial ingress and egress easement for the purpose of vehicular and pedestrian traffic. The easement will be granted with the following provisions
 - a) Your driveway will be constructed as close to your southernmost property line as possible and the easement will be limited to the portion of your driveway that overlaps the Tour 18 HOA property.
 - b) Your driveway will continue to be subject to the existing access easement, which allows the Tour 18 HOA and/or the Tour 18 Golf Course the right to destruct your driveway and construct a concrete road within the easement.
 - c) The easement will be granted only after you have received approval from the Town of Flower Mound to eliminate the existing "Development Agreement" and construct your driveway as proposed.
2. You will grant Tour 18 HOA with a temporary ingress and egress easement within the northeastern D&U Easement and more accurately defined to include your finished driveway up to a defined point approximately 200' from its beginning point. Tour 18 HOA will have the ability to grant the same easement to the Tour 18 Golf Course with the following provisions.
 - a) Tour 18 Golf Course will be required to construct any extensions from your driveway according to specifications approved by the Tour 18 HOA.
 - b) The easement will only be granted to the Tour 18 Golf Course as a last resort.
 - c) The easement will be eliminated if not granted to the Tour 18 Golf Course.

We acknowledge that time is of the essence will work towards executing a formal agreement as quickly as possible. This letter is nonbinding and constitutes an indication of intent only and creates no liability or obligation among the parties. We appreciate your desire to develop your property and look forward to providing you with the full support of the Tour 18 HOA.

Sincerely,

Pat Smith
Tour 18 HOA Board President



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: April 4, 2016

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

ITEM: Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide contract construction administration phase services, associated with the Pintail Pump Station Capacity Improvement project, in the amount of \$67,500.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On March 21, 2016, the construction contract for the Pintail Pump Station Capacity Improvements project, in the amount of \$1,009,380.00, was awarded to Felix Construction Company, Corp. The Pintail Pump Station Capacity Improvements project provides for increased capacity of the Pintail Pump Station by replacing one of the existing small pumps with a larger pump. The project is required to meet residential demands in the Lakeside Business District. The project includes developer funding in accordance with a development agreement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$67,500.00

Proposed Expenditure:	Account Number(s):
\$67,500.00	630-960-98342

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 a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide construction phase services, associated with the Pintail Pump Station Capacity Improvements project in the amount of \$67,500.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Kimley-Horn and Associates, Inc.**

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 **Kimley-Horn and Associates, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 12750 Merit Drive, Suite 1000, Dallas, TX 75251

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to providing construction contract services for the Pintail Pump Station Capacity Improvements Project; and

WHEREAS, CONSULTANT is a is an architectural, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Sixty-Seven Thousand, Five Hundred and No/100 Dollars (\$67,500.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

Each month CONSULTANT will submit to TOWN an invoice for 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 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, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII. Ownership of Documents

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

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 Ebix BPO
Department 97
PO Box 257

Portland, MI 48875-0257
Fax: 517-647-7900
Email: certsonly@periculum.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of 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:

Tiffany Bruce, P.E., Engineering Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6310 Telephone

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

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

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

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

**XV.
Provisions Surviving Termination**

The terms of Sections XII entitled Indemnification, and 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:

Tiffany Bruce, P.E., Engineering Manager
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:

Anthony Samarripas, P.E.
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, TX 75251
972-770-3033 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.

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

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if

legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

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 is 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:
KIMLEY-HORN & ASSOCIATES, INC.**

By: _____
 Name: _____
 Title: _____
 Date Signed: _____

State of Texas §
 §
 County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, 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:

ATTACHMENT A**SCOPE OF SERVICES**

PROJECT NAME: Pintail Pump Station Capacity Improvements Construction Phase Services

PROJECT UNDERSTANDING

The Town of Flower Mound (Town) is planning on constructing improvements to the existing Pintail Pump Station. Kimley-Horn and Associates, Inc. (Kimley-Horn) will provide services during construction to assist the Town.

SCOPE OF PROFESSIONAL SERVICES**TASK 1: CONFORMANCE DOCUMENTS**

A. Conformance Document Preparation - Incorporate all addenda items into a revised plan and specifications set. Addendum items shall be incorporated electronically and shall be indicated by clouding information and noting numerically according to which number addendum the information pertains.

B. Deliverables

Up to two (2) copies of plans (22"x34") and specifications for both the Town and the Contractor

Plans and specifications in PDF format

TASK 2: CONSTRUCTION PHASE SERVICES

A. Pre-Construction Conference – Kimley-Horn will conduct a Pre-Construction Conference prior to commencement of Work at the Site.

B. Visits to Site and Observation of Construction – Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits at intervals as directed by the Town in order to observe the progress of the Work. A maximum of two (2) site visits are anticipated. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the

Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide the Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- C. Construction Progress Meetings – Kimley-Horn will attend construction progress meetings as directed by the Town and will prepare meeting notes for progress meetings attended. A maximum of two (2) progress meetings are assumed for budget purposes.
- D. Recommendations with Respect to Defective Work – Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- E. Requests for Information (RFI's) – Respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town. A maximum of five (5) RFI's are anticipated.
- F. Change Orders – Recommend Change Orders to the Town and review and make recommendations related to Change Orders submitted or proposed by the Contractor. A maximum of three (3) change orders are assumed for budget purposes.
- G. Shop Drawings and Samples – Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

This task also includes administrative responsibilities associated with maintaining the online ShareFile site used for distribution of documents, updating and distribution of shop drawing logs, and coordination with Contractor, Town, and Subconsultants.

- H. Substitutes and "or-equal." – Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- I. Disagreements between Client and Contractor – If requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- J. Substantial Completion. –After notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- K. Final Notice of Acceptability of the Work – Conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list. Recommend in writing, final payment to Contractor.
- L. Pump Startup – Kimley-Horn will attend the pump station start up to observe pump operations and electrical components. A maximum of two (2) pump startups are anticipated.
- M. Pump Testing – Kimley-Horn will attend factory testing of pump and motor. The Contractor shall be responsible for travel, lodging, dining and all other expenses associated with this trip per the Contract Documents.
- N. Limitation of Responsibilities – Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

TASK 3: RECORD DRAWINGS

- A. Record Drawing Preparation - Prepare record drawings from Contractor's marks showing changes made during construction. Transfer Contractor's marks to digital

format. Kimley-Horn will be provided the Contractor's revisions and shall not be responsible for verifying their completeness or accuracy.

B. Deliverables

One (1) 22"x34" copy of Reproducible Record Drawings on bond

One (1) compact disc containing Record Drawings in digital format (PDF, TIFF, CAD)

C. Services Provided by Town - Review of Contractor's marks for completeness and accuracy

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- A. Reviewing applications for payment and/or providing recommendations with respect to payment.
- B. Accompanying the Town's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project. Kimley-Horn will assist the Town's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Town's compliance efforts.
- C. Assisting the Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Kimley-Horn on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- D. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- F. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- G. Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- H. Providing presentations to the Town Council.
- I. Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- K. Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- L. Perform any materials testing.
- M. Any services not listed in the Scope of Services.

ATTACHMENT B**COMPENSATION**

Kimley-Horn will provide the Scope of Services on a hourly not to exceed basis inclusive of expenses. Labor fee will be billed according to the attached rate schedule, which is subject to annual adjustment. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A 4.6% fee will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

TASK 1: CONFORMANCE DOCUMENTS

Kimley-Horn will perform the services described in Task 1 for an amount not to exceed \$3,200.

TASK 2: CONSTRUCTION PHASE SERVICES

• <i>Shop Drawings</i>	<i>\$30,400</i>
• <i>Requests for Information</i>	<i>\$5,300</i>
• <i>Change Orders</i>	<i>\$4,200</i>
• <i>Construction Meetings & Pump Startup</i>	<i>\$16,600</i>
• <i>Witness Testing</i>	<i>\$2,500</i>

Kimley-Horn will perform the services described in Task 1 for an amount not to exceed \$59,000.

TASK 3: RECORD DRAWINGS

Kimley-Horn will perform the services described in Task 3 for an amount not to exceed \$5,300.

The total amount recommended to budget for the project is **\$67,500**.

Additional services will be negotiated at the time they are identified.

Kimley-Horn and Associates, Inc.**Standard Rate Schedule**

(Hourly Rate)

Senior Professional I	\$220 - \$240
Senior Professional II	\$180 - \$230
Professional	\$145 - \$195
Analyst	\$140 - \$155
Designer	\$105 - \$170
Technical Support	\$75 - \$155
Clerical/Administrative Support	\$65 - \$120

Effective July 2015

ATTACHMENT C

TIME OF COMPLETION

We are prepared to begin our services immediately upon authorization.

Construction Phase Services, to be provided by Kimley-Horn, will follow the Contractor's construction schedule.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: April 4, 2016

FROM: Ken Parr, Executive Director of Public Works 

ITEM: Consider approval of the CoServ Electric Service and Easement Agreement to provide dual source electric service to the Town's Wastewater Treatment, and authorize the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Texas Commission on Environmental Quality (TCEQ) requires that all Wastewater Treatment Plants have a backup electric power source in case the primary source of the electric power from the electric provider fails. This backup source can either be on-site diesel powered generators or secondary electric delivery source from the primary electric provider.

This agreement, including payment to CoServ in the amount of \$416,062.15, was previously approved by Town Council on June 15, 2015. After this agreement was approved by the Town, but prior to the execution by CoServ, CoServ noted that the months of June – September referenced in paragraph 5.8 should have been May – October. This modification will not result in any monetary impact on the monthly billing.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed this Electric Service and Easement Agreement as to form and legality.

ATTACHMENTS:

1. Electric Service and Easement Agreement.

RECOMMENDATION: Move to approve the CoServ Electric Services and Easement Agreement to provide dual source electric service to the Town's Wastewater Treatment Plant, and authorize the Mayor to execute the same on behalf of the Town.

ELECTRIC SERVICE AND EASEMENT AGREEMENT

Based on the mutual promises and covenants herein, the parties agree as follows:

1. Parties:

- 1.1 TOWN OF FLOWER MOUND, TEXAS, a home rule municipal corporation and political subdivision of the State of Texas, 2121 Cross Timbers Road, Flower Mound, Texas 75028, Attention: Kenneth Parr, Director of Public Works (hereinafter referred to as the “**Town**”).
- 1.2 DENTON COUNTY ELECTRIC COOPERATIVE, INC., d/b/a COSERV ELECTRIC, 7701 South Stemmons, Corinth, Texas 76210-1842, Attention: Chief Executive Officer (hereinafter referred to as “**CoServ**”).

2. Definitions:

- 2.1 The “**Site**” is a municipal development known as the sewer treatment plant at the Town’s Public Works Service Center located at 1105 Duncan Lane, Flower Mound, Texas (the “**Sewer Treatment Plant**”). The land on which the Sewer Treatment Plant is located as a part of the Site is further described on Exhibit A attached hereto and incorporated herein by this reference
- 2.2 “**Electric Service**” shall mean the installation, operation and maintenance of an electric distribution system (the “**Infrastructure**”) required to provide electricity to CoServ customers from the Infrastructure, including a second source of electricity to the Sewer Treatment Plant. It is acknowledged and agreed that CoServ currently provides electricity to the Sewer Treatment Plant through an existing infrastructure system.
- 2.3 The “**Point of Delivery**” shall be the point where the Town’s service conductors are connected to CoServ’s electric distribution system. The Point of Delivery shall be a location that is designated by and acceptable to CoServ and that will facilitate connection to CoServ’s electric distribution system in accordance with the National Electric Safety Code and standard operating practices of CoServ.
- 2.4 The “**CoServ Infrastructure**” shall mean that portion of the Infrastructure on the source side of the Point of Delivery prior to, but not including, the Town’s service conductors, and includes all electric facilities on the source side of the Point of Delivery including the meter required for CoServ’s billing of the Town’s electric usage.
- 2.5 The “**Town Infrastructure**” shall mean that portion of the Infrastructure on the load side of the Point of Delivery from, after and including the Town’s service conductors and all electric facilities on the load side of the Point of Delivery. The Town may be required to furnish and/or install and/or maintain meter sockets, tran-socket enclosures, secondary tap cans, main disconnect switches or circuit breakers, wiring trays and other electric equipment at the service entrance as a part of the Town Infrastructure according to CoServ specifications

3. Purpose:

- 3.1 The primary purpose of this Agreement is to provide for the installation, maintenance and operation by CoServ of the CoServ Infrastructure to and within the Site.
- 3.2 The parties hereto agree to cooperate in the design of the Infrastructure and in the installation of the

necessary Infrastructure required to provide electricity to and within the Site.

- 3.3 CoServ's Tariff for Electric Service as previously amended or hereafter amended from time to time and approved by CoServ's board of directors (the "**Tariff**") is hereby made a part of this Agreement and is on file and available at CoServ's offices in Corinth, Texas.

4. Term:

- 4.1 This Agreement shall become effective on the date executed by the last party to execute this Agreement (the "**Effective Date**") and shall remain in effect unless and until CoServ expressly abandons the CoServ Infrastructure for a continuous period of ten (10) years (the "**Term**") or terminated by the Town as provided in Section 4.2.
- 4.2 The Town shall have the right to terminate this Agreement at any time after the expiration of one year from the effective date by providing ninety (90) days written notice to CoServ.
- 4.3 Except in the event CoServ expressly abandons the CoServ Infrastructure, the termination of this Agreement shall not be construed to constitute a termination of the easements granted to CoServ prior to termination, including, without limitation, the Off-Site Easement Rights and Interests (as defined below in Section 5.2) and does not terminate CoServ's right to continue to operate, maintain and expand its facilities as necessary to provide electricity within and outside the Site.

5. Commitments to CoServ:

- 5.1 The Town represents that it is the owner of the Site and has the right to select the provider of Electric Service to the Site. The Town requests CoServ to install the CoServ Infrastructure and provide Electric Service to the Site according to terms and conditions defined in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Town agrees to install, own, operate and maintain the Town Infrastructure.
- 5.2 The Town agrees to provide to CoServ the necessary consents, agreements, easements and access to effectuate the provision of electricity to its customers within and outside the Site, to effectuate the intent of this Agreement and to enter onto the Site to install its facilities, including, without limitation, the easement by separate agreement in the form set forth in Exhibit B attached hereto and incorporated herein by this reference, covering the Easement Property as defined therein. The Town has requested, and subject to the terms and provisions of this Agreement CoServ has agreed, that portions of the CoServ Infrastructure located outside of the Site shall be installed within the right of way of Spinks Road (with other portions to be installed within an existing utility easement), beginning at the southeast corner of Gerault Road and Spinks Road, then going approximately one mile east to the Flower Mound Public Works facility located at 1105 Duncan Lane (the "**Right of Way**"), as opposed to new contractual easements located outside of the Right of Way (the portion of the Right of Way in which the CoServ Infrastructure is located from time to time is called the "**Off-Site Easement Property**"). The general route of the CoServ Infrastructure is shown in Exhibit C attached hereto and incorporated herein by this reference. CoServ's rights to and interests in, and use of the Right of Way and the Off-Site Easement Property for the installation, operation and maintenance of the CoServ Infrastructure shall be governed by the terms and provisions set forth in Exhibit D attached hereto and incorporated herein by this reference (the "**Off-Site Rights and Interests**"). **ANY INCONSISTENCIES BETWEEN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE OFF-SITE RIGHTS AND INTERESTS) AND THE ELECTRIC FRANCHISE ORDINANCE OR OTHER AGREEMENTS BETWEEN THE TOWN AND COSERV SHALL BE GOVERNED AND CONTROLLED BY THIS AGREEMENT.**

- 5.3 The Town agrees to timely pay any contribution in aid of construction required under Section 7 of this Agreement, and provide Site plans and other information and schedules that are reasonable and appropriate for the type of work to be performed.
- 5.4 The Town agrees to provide, at its own cost, survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the Infrastructure.
- 5.5 The Town agrees to provide adequate space within the Site, in locations acceptable to both parties, for placement of above ground or pad-mounted electrical equipment.
- 5.6 The Town shall provide, at its own cost, any required density testing of the soils in connection with the installation of the Infrastructure. Upon installation of the Infrastructure according to the Town approved Infrastructure design, the Town agrees to pay the cost of Infrastructure relocations required due to the Town request or incorrect survey information.
- 5.7 The Town, at its own cost, shall be responsible for the removal and/or relocation of spoils (i.e., any and all dirt, rock, debris, and other refuse) resulting from excavation performed in connection with the installation of the Infrastructure.
- 5.8 The Town agrees to pay all charges for electric demand and energy, and other charges, incurred in relation to the Site as provided in the applicable provisions of the Tariff. The parties acknowledge and agree that the current version of the Tariff does not provide for a Dual Source Demand Charge (herein so called), and further agree that the Dual Source Demand Charge for purposes of this Agreement shall be \$2.48 per kW of Peak Billing Demand until a Dual Source Demand Charge is provided for in the Tariff, at which time such Tariff-provided Dual Source Demand Charge shall apply. **“Peak Billing Demand”** is the greater of (a) the maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the billing period, (b) fifty percent (50%) of the highest adjusted kilowatt demand established in the preceding May to October billing periods, and (c) 1,200 kW.

6. Commitments to Town:

6.1 The Infrastructure:

- 6.1.1 CoServ will install, own, operate and maintain the CoServ Infrastructure. CoServ Infrastructure installed within the Off-Site Easement Property and within the Site shall be underground type construction except as specified in Section 6.1.2 and except as otherwise provided in this Agreement, unless approved by the Town.
- 6.1.2 Unless otherwise expressly provided in this Agreement, CoServ is not required by the terms of this Agreement to relocate or place underground, at CoServ’s cost, any existing overhead electric lines located within or adjacent to the Site or adjoining the Site.
- 6.1.3 The CoServ Infrastructure will be installed according to construction plans prepared by CoServ and approved by the Town, subject to CoServ construction standards, applicable law, National Electric Safety Code and regulations of entities with regulatory authority, and providing off-site and on-site features as depicted in Attachment 6.1.3 attached hereto and incorporated herein by this reference.
- 6.1.4 The Infrastructure will be installed by CoServ according to a schedule mutually acceptable to both parties. Each party agrees to negotiate in good faith to establish a commercially reasonable schedule for installation of the Infrastructure within the Off-Site Easement

Property and within the Site. CoServ agrees to use commercially reasonable efforts to meet the agreed-upon schedule, but will not be responsible for any damages to the Town or others as a result of its failure to do so.

- 6.1.5 CoServ will use commercially reasonable efforts, subject to good engineering practice, standard electric utility construction practices, National Electric Safety Code, and regulations of entities with regulatory authority, to meet the Town requirements regarding the placement of components of the CoServ Infrastructure on the Site, to conform to the aesthetics of the Site.
- 6.1.6 CoServ and Town agree to the parameters for the features and operation of the dual source electric service to be provided by CoServ to the Sewer Treatment Plant as set forth in Attachment 6.1.6 attached hereto and incorporated herein by this reference.
- 6.2 Termination by CoServ of Provision of Electricity to the Site. In the event that at any time the load connected to the CoServ Infrastructure, or that CoServ anticipates to be connected to the CoServ Infrastructure within a reasonable time, exceeds the capacity of the CoServ Infrastructure, CoServ shall have the right in its sole discretion to cease providing electricity to the Site, by providing written notice of such termination at least 1 year prior to the effective date of such termination of electricity provision to the Site. The provisions of Section 4.3 specifically shall survive any such termination.

7. Cost of Infrastructure:

- 7.1 Except as otherwise provided in Section 5.7 above, the CoServ Infrastructure will be installed by CoServ within the Off-Site Easement Property and within the Site upon payment by the Town of a non-refundable contribution in aid of construction (the “**Contribution**”) equal to the full amount of all costs of labor and material to so install the CoServ Infrastructure, currently estimated to be \$416,062.15. The Contribution has been calculated based upon the preliminary design of the Infrastructure based upon plans and/or information received from and/or on behalf of the Town. Notwithstanding anything in the Agreement to the contrary, if (a) changes occur in the plans and/or information on which the calculations were based, and/or (b) a governmental entity requires a change in plans and/or information, and/or (c) the Town has not, within ninety (90) days after the Effective Date, performed all of its obligations under Sections 5.2 – 5.5 of this Agreement and released CoServ to commence installation of the CoServ Infrastructure, then CoServ reserves the right to, at any time and from time-to-time, amend its cost estimate and the required Contribution amount.
- 7.2 The Contribution is due and payable thirty (30) days following completion of the installation of the CoServ Infrastructure by CoServ. If the Town fails to timely pay any portion of the Contribution, CoServ shall have, in addition to any other available remedies, the right to suspend the performance of its obligations under this Agreement, or terminate this Agreement, immediately upon notice to the Town.
- 7.3 The Town will install the Town Infrastructure at no cost to CoServ.
- 7.4 The Town acknowledges that in connection with this Agreement CoServ may be required to pay a franchise fee and/or gross receipts tax to one or more federal, state or local governmental authority(ies) or other entity(ies), and Town agrees that in such event Town shall pay to CoServ, in addition to any other amounts due under this Agreement, an amount equal to such franchise fee(s) and/or gross receipts tax(es) (the “**Franchise/Tax Payment**”). The Franchise/Tax Payment shall be due no less than thirty (30) days prior to installation of the CoServ Infrastructure by CoServ or, if CoServ’s installation of the CoServ Infrastructure has commenced, within ten (10) days after the date on which CoServ notifies

Town that a Franchise/Tax Payment is required. If Town fails to timely pay the Franchise/Tax Payment, CoServ shall have, in addition to any other available remedies, the right to suspend the performance of its obligations under this Agreement, or terminate this Agreement, immediately upon notice to Town.

- 7.5 **NO RELOCATION OF THE COSERV INFRASTRUCTURE:** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE ELECTRIC FRANCHISE ORDINANCE OF THE TOWN IN FAVOR OF COSERV IN EFFECT NOW AND HEREAFTER FROM TIME TO TIME, OR THE PROVISIONS OF ANY OTHER AGREEMENT OR ANY LAW, COSERV SHALL NOT BE REQUIRED TO RELOCATE ANY PORTION OF THE COSERV INFRASTRUCTURE, AND, IF DUE TO STREET WIDENING OR OTHER REASONS THE OFF-SITE EASEMENT PROPERTY NO LONGER IS AVAILABLE TO COSERV TO ADEQUATELY INSTALL, OPERATE AND MAINTAIN ALL OR ANY PORTIONS OF THE COSERV INFRASTRUCTURE, THE TOWN AGREES TO PROVIDE COSERV WITH FULL RIGHTS, TITLES AND BENEFITS TO USE AND OCCUPY ADEQUATE AREA TO RELOCATE ALL OR PORTIONS OF THE COSERV INFRASTRUCTURE, AND THE TOWN SHALL PAY ALL COSTS AND EXPENSES THAT MAY BE INCURRED BY COSERV IN CONNECTION WITH SUCH RELOCATION. SUCH COSTS SHALL BE PAID AT SUCH TIMES AND IN SUCH MANNER AS IS DETERMINED BY COSERV IN ITS REASONABLE BUSINESS JUDGMENT.

8. Provision of Easements Within the Site:

- 8.1 Easements within the Site granted to CoServ shall be non-exclusive and irrevocable and include the full right, power, and authority to install, use, maintain, repair, and replace its electric facilities and to use such facilities to provide electricity within and outside the Site.
- 8.2 The Town may use easement areas for purposes that do not unreasonably interfere with CoServ's use of the easement areas. Improvements such as landscaping, irrigation equipment, parking, driveways, streets, and other utilities may be placed in, under or upon the easement areas provided that such improvements do not interfere with CoServ's use of the easement areas. Improvements such as buildings and walls interfere with CoServ's use of the easement and may be placed by the Town in, under or upon the easement areas only with written approval by CoServ.
- 8.3 The Town shall be entitled to relocate easements and easement areas provided that substantially equivalent easement areas are provided prior to such relocation and the Town pays the cost of relocation of CoServ's facilities to the new easement areas.

9. Miscellaneous:

- 9.1 The provisions of this Agreement are severable, and in the event a portion of this Agreement is determined by a court of competent jurisdiction to be invalid, in whole or in part, the remaining provisions shall remain in full force and effect.
- 9.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors-in-interest, legal representatives and assigns. The Town agrees that its obligations under this Agreement shall constitute covenants running with the land.
- 9.3 All notices, payments, consents, or presentments to be given pursuant to this Agreement by any party

shall be in writing and shall be deemed given when personally delivered or when sent by certified or registered mail, return receipt requested, or by facsimile with printed confirmation, to the other parties, addressed to the parties as shown in Section 1 of this Agreement.

- 9.4 Neither party shall be liable for delays in delivery or performance, or for failure to deliver or perform when caused by any of the following: Acts of God, acts of the public enemy, acts or failures by the other party, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, delays in transportation, loss or damage to goods in transit, a landowner's refusal and/or delay in granting necessary easements, delay by a governmental entity in granting a franchise, permit or other permissions, and other causes beyond the reasonable control of the party. In the event of such delay, the date of delivery or performance shall be extended for a period equal to the effect of the time lost by reason of the delay. The delayed party shall use commercially reasonable efforts to minimize the period of delay wherever possible.
- 9.5 This Agreement shall be construed in accordance with, and under the laws of, the State of Texas, and CoServ's obligations under this Agreement are subject to all laws, rules, regulations, ordinances, statutes, licenses and franchise agreements of all governmental or other authorities with jurisdiction over CoServ, the Site or the provision of services hereunder. Venue shall lie in Denton County, Texas.
- 9.6 This Agreement may be executed in multiple counterparts, and each counterpart shall be considered as if it were an original.
- 9.7 This Agreement constitutes the complete and final agreement between the Parties with respect to the subject matter hereof and may not be contradicted by evidence of prior or contemporaneous oral agreements of the Parties. There are no oral agreements between the Parties.

Exhibits attached to and incorporated as a part of this Agreement:

Exhibit A—Legal Description of the Site

Exhibit B—Form of Easement Agreement covering the Easement Property

Exhibit C—General Route of the CoServ Infrastructure

Exhibit D—Off-Site Easement Rights and Interests

Exhibit E—Legal Description of the Off-Site Easement Property

Attachment 6.1.3—Features of Dual Source Electric Service to Site

Attachment 6.1.6—Dual Feed Operational Parameters

{Remainder of page intentionally left blank.}

EXECUTED to be effective as of the date executed by CoServ as shown below.

TOWN: **TOWN OF FLOWER MOUND, TEXAS**

By: _____
Name: _____
Its: _____

ATTEST:

TOWN SECRETARY

COSERV: **DENTON COUNTY ELECTRIC COOPERATIVE, INC.,
d/b/a COSERV ELECTRIC**

By: _____
Name: _____
Its: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____,
of the Town of Flower Mound, Texas, a home rule municipal corporation and political subdivision of the State
of Texas, on behalf of said entity.

Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

 This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____,
of Denton County Electric Cooperative, Inc., d/b/a CoServ Electric, a Texas electric cooperative corporation,
on behalf of said corporation.

Notary Public Signature

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

Lot 2R, Block 1 of Flower Mound Parks & Public Works Addition, an Addition to the Town of Flower Mound, Denton County, Texas, as recorded in Instrument Number 2012-293 of the Plat Records of Denton County, Texas.

EXHIBIT B

FORM OF EASEMENT AGREEMENT COVERING THE EASEMENT PROPERTY

{See Attached Nine (9) Pages}

After Recording, Return to:

Kevin W. Haney
 Miller & Haney, L.L.P.
 c/o 7701 South Stemmons
 Corinth, Texas 76210

For CoServ Use Only:

MAP GRID: _____
 WO NO.: _____ SO NO.: _____
 EASEMENT NO.: _____

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**STATE OF TEXAS**

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DENTON

§

EFFECTIVE DATE: _____, 2014.

GRANTOR: Town of Flower Mound, Texas, a Texas home rule municipality.

GRANTOR'S MAILING ADDRESS (including county): 2121 Cross Timbers Road
 Flower Mound, Denton County, Texas 75028

GRANTEE: DENTON COUNTY ELECTRIC COOPERATIVE, INC., d/b/a COSERV ELECTRIC
 7701 South Stemmons
 Corinth, Denton County, Texas 76210

CONSIDERATION: The provision of electrical service and/or other benefits inuring to GRANTOR and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to GRANTOR being hereby expressly acknowledged and accepted by GRANTOR.

EASEMENT PROPERTY: The EASEMENT PROPERTY is that certain tract or tracts of land more particularly described in the attached Exhibit A, incorporated herein by this reference for all purposes, together with the subsurface below and air space above the tract(s) of land.

PROJECT: The PROJECT(s) means underground-type electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, above-ground padmounted transformers and equipment, and other facilities whether made of wood, metal or other materials).

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement appurtenant and Right-of-Way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever (the foregoing being hereinafter collectively referred to as the "EASEMENT").

PURPOSE: The EASEMENT herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, expanding, removing, inspecting, patrolling, and/or repairing the PROJECT(s) or any part of the PROJECT(s), and making connections therewith. The PURPOSE shall also include use of the EASEMENT granted herein for any use directly related to the PROJECT(s) or financing of the PROJECT(s), including but not limited to performing archeological, historical, environmental, or other studies. GRANTEE shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the PROJECT(s). GRANTEE shall have the right to temporarily use such portions of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSE stated, or any one or more of them relating to the PROJECT(s), or any part thereof, from time to time; provided, however, that no portion of the PROJECT(s) shall be installed outside the EASEMENT PROPERTY.

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated PURPOSE. GRANTEE shall also have the right of pedestrian, equipment, and vehicular ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable pedestrian, equipment, and vehicular ingress and egress over the adjacent property of GRANTOR along any route that GRANTEE determines is reasonable and appropriate under the circumstances then existing in order to obtain access.

TERM: The EASEMENT granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless expressly abandoned by GRANTEE and each of GRANTEE's licensees and/or permittees, if any, for a continuous period of 10 years.

TREES: GRANTEE shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the EASEMENT PROPERTY or otherwise necessary to realize the PURPOSE herein stated.

STRUCTURES: GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction or improvement, except that GRANTOR shall be permitted to place within the EASEMENT PROPERTY paved driveways, paved parking areas, paved sidewalks, paved walkways, concrete curbing, and landscaping that does not unreasonably restrict or prevent GRANTEE from utilizing the EASEMENT PROPERTY for the stated PURPOSE (collectively, the "PERMITTED IMPROVEMENTS"). Upon the request of GRANTEE, GRANTOR promptly shall remove from the EASEMENT PROPERTY any structure, improvement, or obstruction that GRANTEE determines in its reasonable discretion must be removed in connection with its use of the EASEMENT PROPERTY for the stated PURPOSE; provided, however, if such structure, improvement or obstruction requested to be removed by GRANTEE is a PERMITTED IMPROVEMENT, the cost of removal and the cost to restore and/or replace such PERMITTED IMPROVEMENT shall be borne by GRANTEE. In all other events, the cost of removal of any structures, improvements or obstructions shall be borne by GRANTOR. Additionally, if GRANTOR fails to promptly remove the item requested by GRANTEE, GRANTEE shall have the right to remove same from the EASEMENT PROPERTY with the cost of removal and the cost of any subsequent restoration and/or replacement to be borne by the applicable of GRANTOR or GRANTEE as provided above in this paragraph.

DAMAGES: It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for the grant of the EASEMENT contained in this instrument and any damages arising out of GRANTEE's lawful exercise of any PURPOSE. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, and obstructions. Notwithstanding the foregoing, GRANTEE shall repair and/or restore the surface of the EASEMENT PROPERTY and the surface of GRANTOR's adjacent property to substantially the same condition as existed immediately prior to any damage thereto that is directly caused by GRANTEE's exercise of its rights hereunder; provided, however, that in no event shall GRANTEE have any obligation or liability to repair and/or restore any structure, obstruction or improvement located on the EASEMENT PROPERTY that is not permitted to be located thereon in this instrument.

MINERALS: GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR in, on, and under the EASEMENT PROPERTY, and GRANTOR shall be permitted to, and may allow any party to, drill or excavate for minerals on or from the surface of other property owned by GRANTOR but not on or from the surface of the EASEMENT PROPERTY and/or GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means, provided that in no event shall any such activity interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY. GRANTOR agrees to consult with GRANTEE concerning the location of GRANTEE's facilities in the EASEMENT PROPERTY prior to exercising GRANTOR's rights under this paragraph.

OWNERSHIP: GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the EASEMENT PROPERTY shall at all times remain the property of the GRANTEE and are removable at the option of the GRANTEE, regardless of the extent to which such items are attached or affiliated to the EASEMENT PROPERTY or any improvements thereon, or the extent to which removal of such items may damage such items or the EASEMENT PROPERTY or improvements located thereon.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal and legal representatives, successors, and assigns, and shall be covenants running with the land for the benefit of GRANTEE. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, authorized agents, licensees and permittees of GRANTEE. GRANTEE shall have the right to assign this instrument, and the rights and privileges hereunder in favor of GRANTEE, in whole or in part.

MULTIPLE COUNTERPARTS: This Electric Line Easement and Right-of-Way may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one and the same instrument.

WARRANTY: GRANTOR warrants and shall forever defend the EASEMENT to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof, by, through or under GRANTOR, but not otherwise.

{Remainder of page intentionally left blank.}

EXECUTED as of the EFFECTIVE DATE.

GRANTOR:

TOWN OF FLOWER MOUND, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2014,
by _____,
of the Town of Flower Mound, Texas, a Texas home rule municipality, on behalf of said entity.

NOTARY PUBLIC

EXHIBIT "A"

Tract 1 – CoServ Electric Easement

BEING a 0.113 acre (4,922 square foot) tract contained within the Rosanna Baker Survey, Abstract No. 49, Town of Flower Mound, Denton County, Texas and being part of Lot 1R, Block 1 of Flower Mound Parks & Public Works Addition, an addition to the Town of Flower Mound, Denton County, Texas, as recorded in Instrument Number 2012-293 of the Plat Records of Denton County, Texas, said tract also being a part of that certain tract of land described in a Special Warranty Deed to the Town of Flower Mound, Texas as recorded in Volume 4490, Page 59 of the Deed Records of Denton County, Texas, said 0.113 acre tract being more particularly described as follows:

BEGINNING at a point for the southerly end of a corner clip at the intersection of the east right-of-way line of Garden Ridge Boulevard (a variable width right-of-way) and the north right-of-way line of Spinks Road (a variable width right-of-way), said point also being the most southerly southwest corner of said Lot 1R;

THENCE North 45 degrees 09 minutes 48 seconds West, along said corner clip, a distance of 15.02 feet to a point for corner;

THENCE departing said corner clip and over, across and through said Lot 1R, the following three (3) calls:

North 84 degrees 25 minutes 54 seconds East, a distance of 26.48 feet to a point for corner;

North 89 degrees 42 minutes 19 seconds East, a distance of 254.41 feet to a point for corner;

South 45 degrees 17 minutes 41 seconds East, a distance of 24.74 feet to a point for corner in the north right-of-way line of said Spinks Road, said point also being the beginning of non-tangent curve to the right;

THENCE along the north right-of-way line of said Spinks Road, the following five (5) calls:

Southwesterly, along said non-tangent curve to the right, having a central angle of 05 degrees 00 minutes 24 seconds, a radius of 825.75 feet, a chord bearing and distance of South 85 degrees 07 minutes 35 seconds West – 72.13 feet, and an arc distance of 72.16 feet to a 5/8-inch iron rod with yellow "SAM INC" cap found for the beginning of a compound curve to the right;

Northwesterly, along said compound curve to the right, having a central angle of 10 degrees 03 minutes 52 seconds, a radius of 289.00 feet, a chord bearing and distance of North 87 degrees 20 minutes 17 seconds West – 50.70 feet, and an arc distance of 50.76 feet to a 5/8-inch iron rod with yellow "SAM INC" cap found for the end of said curve;

EXHIBIT "A"

North 82 degrees 18 minutes 21 seconds West, a distance of 32.78 feet to a 5/8-inch iron rod with yellow "SAM INC" cap found for the beginning of a tangent curve to the left;

Northwesterly, along said tangent curve to the left, having a central angle of 08 degrees 00 minutes 00 seconds, a radius of 311.00 feet, a chord bearing and distance of North 86 degrees 18 minutes 21 seconds West – 43.39 feet, and an arc distance of 43.42 feet to a 5/8-inch iron rod with yellow "SAM INC" cap found for the end of said curve;

South 89 degrees 41 minutes 39 seconds West, a distance of 89.39 feet to the **POINT OF BEGINNING**, containing 0.113 acre (4,922 square feet) of land, more or less.

Tract 2 – CoServ Electric Easement

BEING a 0.426 acre (18,568 square foot) tract contained within the Rosanna Baker Survey, Abstract No. 49, the C. Bateman Survey, Abstract No. 1653 and the John Knight Survey, Abstract No. 722, Town of Flower Mound, Denton County, Texas and being part of Lots 2R and 4, Block 1 of Flower Mound Parks & Public Works Addition, an addition to the Town of Flower Mound, Denton County, Texas, as recorded in Instrument Number 2012-293 of the Plat Records of Denton County, Texas, said tract also being a part of that certain tract of land described in a Special Warranty Deed to the Town of Flower Mound, Texas as recorded in Volume 4490, Page 59 of the Deed Records of Denton County, Texas and a part of that certain tract of land described in a deed to the Town of Flower Mound, Texas as recorded in Volume 67, Page 538 of the Deed Records of Denton County, Texas, said 0.426 acre tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with yellow "SAM INC" cap found in the southerly right-of-way line of Spinks Road (a variable width right-of-way) at the most westerly southwest corner of said Lot 4, said point also being the beginning of a non-tangent curve to the left;

THENCE northeasterly, along said non-tangent curve to the left and the southerly right-of-way line of said Spinks Road, having a central angle of 14 degrees 12 minutes 59 seconds, a radius of 1,063.00 feet, a chord bearing and distance of North 82 degrees 55 minutes 22 seconds East – 263.08 feet, and an arc distance of 263.76 feet to the **POINT OF BEGINNING**;

THENCE northeasterly, continuing along said non-tangent curve to the left and the southerly right-of-way line of said Spinks Road, having a central angle of 01 degree 42 minutes 21 seconds, a radius of 1,063.00 feet, a chord bearing and distance of North 74 degrees 57 minutes 41 seconds East – 31.65 feet, and an arc distance of 31.65 feet to a point for corner;

EXHIBIT "A"

THENCE departing the southerly right-of-way line of said Spinks Road and over, across and through said Lots 2R and 4, the following fourteen (14) calls:

South 71 degrees 24 minutes 58 seconds East, a distance of 51.09 feet to a point for corner;

South 03 degrees 54 minutes 35 seconds East, a distance of 233.07 feet to a point for corner;

South 24 degrees 54 minutes 35 seconds East, a distance of 12.01 feet to a point for corner;

North 66 degrees 35 minutes 25 seconds East, a distance of 193.87 feet to a point for corner;

North 67 degrees 35 minutes 25 seconds East, a distance of 342.16 feet to a point for corner;

North 88 degrees 52 minutes 32 seconds East, a distance of 75.76 feet to a point for corner;

South 01 degree 07 minutes 28 seconds East, a distance of 20.00 feet to a point for corner;

South 88 degrees 52 minutes 32 seconds West, a distance of 72.00 feet to a point for corner;

South 67 degrees 35 minutes 25 seconds West, a distance of 338.23 feet to a point for corner;

South 66 degrees 35 minutes 25 seconds West, a distance of 213.17 feet to a point for corner;

North 24 degrees 54 minutes 35 seconds West, a distance of 35.20 feet to a point for corner;

North 03 degrees 54 minutes 35 seconds West, a distance of 223.42 feet to a point for corner;

North 71 degrees 24 minutes 58 seconds West, a distance of 62.26 feet to a point for corner;

North 17 degrees 36 minutes 20 seconds West, a distance of 3.07 feet to the **POINT OF BEGINNING**, containing 0.426 acre (18,568 square feet) of land, more or less.

EXHIBIT "A"

This description is accompanied by a survey plat of even date.

All bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD 83 (2011), Epoch 2010.00.

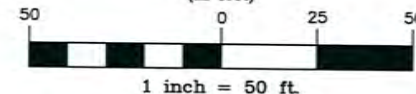
I, Chad A. Gulick, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this legal description and plat represent an actual survey made on the ground under my supervision.



Chad A. Gulick
Chad A. Gulick
Registered Professional Land Surveyor
Texas Registration No. 6021

8-4-14
Date

Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 100467
6801 Gaylord Parkway, Suite 302
Frisco, Texas 75034
(972) 335-3214

EXHIBIT "A"GRAPHIC SCALE
(in feet)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	72.16'	825.75'	05°00'24"	S85°07'35"W	72.13'
C2	391.93'	825.75'	27°11'40"	N69°01'33"E	388.26'
C3	50.76'	289.00'	10°03'52"	N87°20'17"W	50.70'
C4	43.42'	311.00'	08°00'00"	N86°18'21"W	43.39'

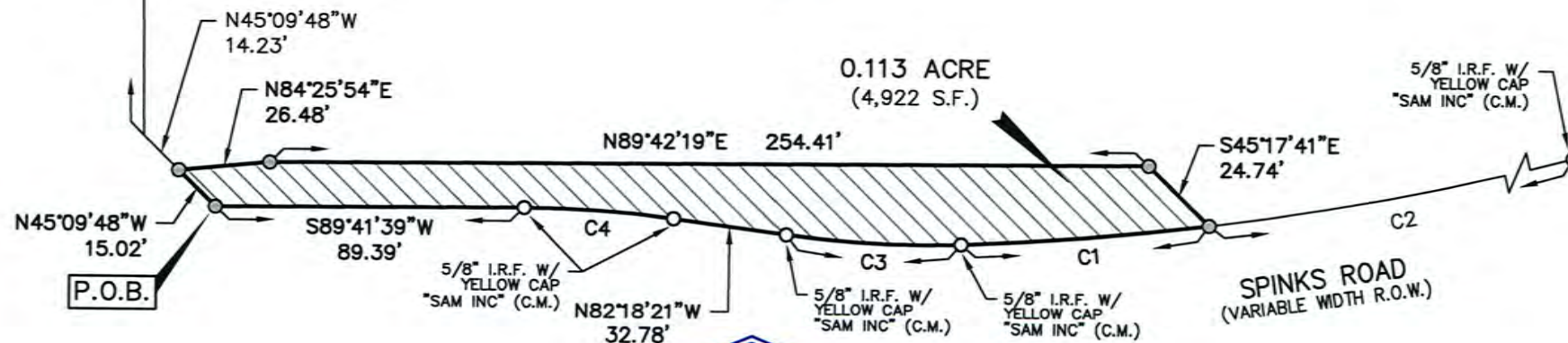
GARDEN RIDGE BOULEVARD
(VARIABLE WIDTH R.O.W.)

N00°19'34"W 274.71'

LOT 1R, BLOCK 1
FLOWER MOUND PARKS &
PUBLIC WORKS ADDITION
INST. No. 2012-293
P.R.D.C.T.

TOWN OF
FLOWER MOUND
ROSANNA BAKER SURVEY
ABSTRACT NO. 49

TOWN OF FLOWER MOUND, TEXAS
VOL. 4490, PG. 59
D.R.D.C.T.

**LEGEND**

I.R.F. = IRON ROD FOUND
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(C.M.) = CONTROLLING MONUMENT
P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
○ = MONUMENT FOUND (AS NOTED)
● = POINT FOR CORNER (NOTHING FOUND OR SET)



Chad A. Gulick
Registered Professional Land Surveyor
No. 6021

Date

DATE: 02/25/2013	SCALE: 1" = 50'
DRAWN BY: JT	CHECKED BY: CAG
SHEET NO. 5 of 6	JOB NUMBER: 1212-010-31
SHEET ID: 1212-010-31_E1-1.dwg	

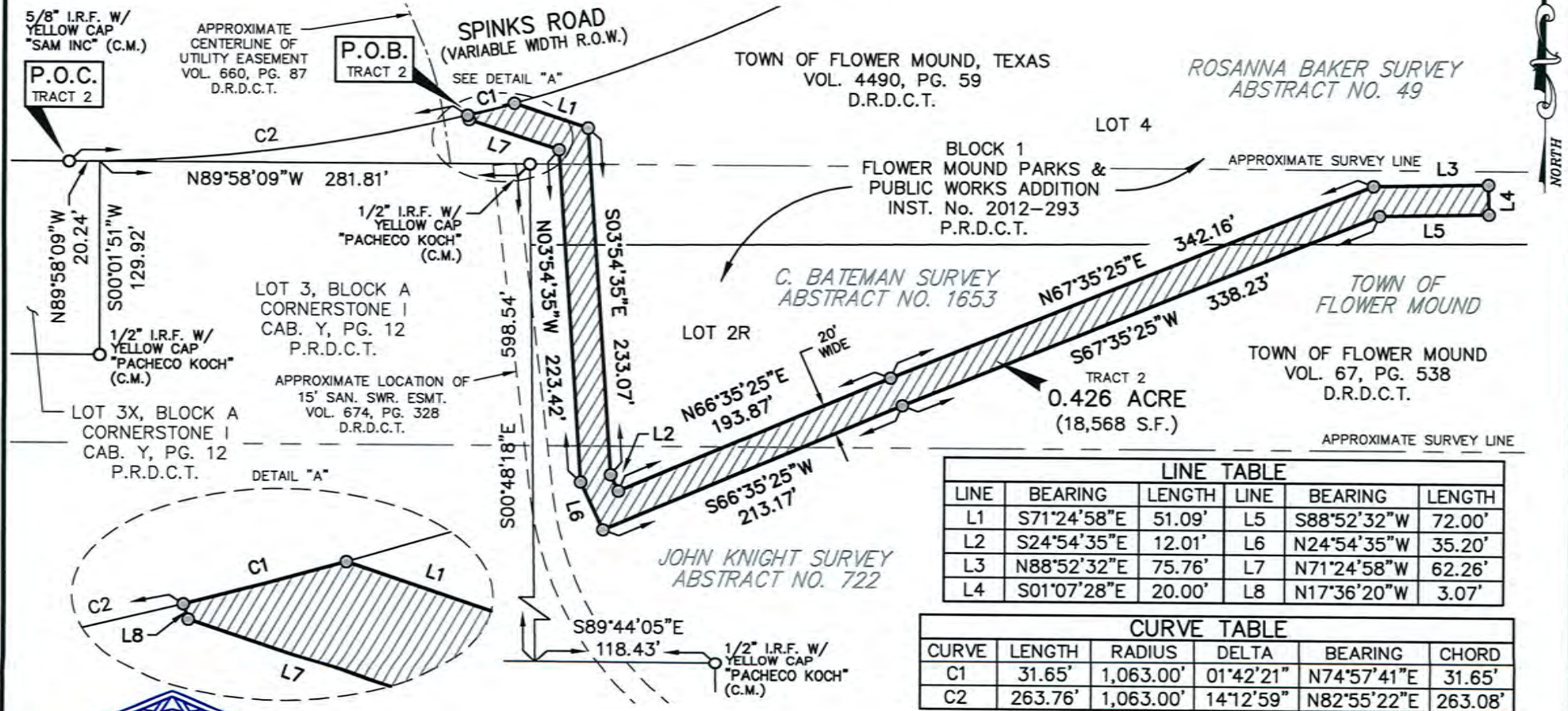
COSERV ELECTRIC EASEMENT
TRACT 1 - 0.113 ACRE
PART OF THE R. BAKER SURVEY, ABSTRACT NO. 49
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

CobbFendley
TBPE Firm Registration No. 274
TBPLS Firm Registration No. 100467
6801 Gaylord Parkway, Suite 302
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202
www.cobbfendley.com

NOTES:

1. All bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD 83 (2011), Epoch 2010.00.
2. This survey plat is accompanied by a separate property description of even date.

EXHIBIT "A"

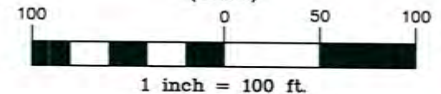


Chad A. Gulick
Registered Professional Land Surveyor
No. 6021

Date

LEGEND

I.R.F. = IRON ROD FOUND
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(C.M.) = CONTROLLING MONUMENT
P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
○ = MONUMENT FOUND (AS NOTED)
⊙ = POINT FOR CORNER (NOTHING FOUND OR SET)

GRAPHIC SCALE
(in feet)

NOTES:

1. All bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD 83 (2011), Epoch 2010.00.
2. This survey plat is accompanied by a separate property description of even date.

DATE:
02/25/2013

SCALE:
1" = 100'

DRAWN BY:
JT

CHECKED BY:
CAG

SHEET NO.
6 of 6

JOB NUMBER:
1212-010-31

SHEET ID:
1212-010-31_E1-2.dwg

COSERV ELECTRIC EASEMENT

TRACT 2 - 0.426 ACRE

PART OF THE R. BAKER SURVEY, ABSTRACT NO. 49, THE
C. BATEMAN SURVEY, ABSTRACT NO. 1653 AND THE
J. KNIGHT SURVEY, ABSTRACT NO. 722
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

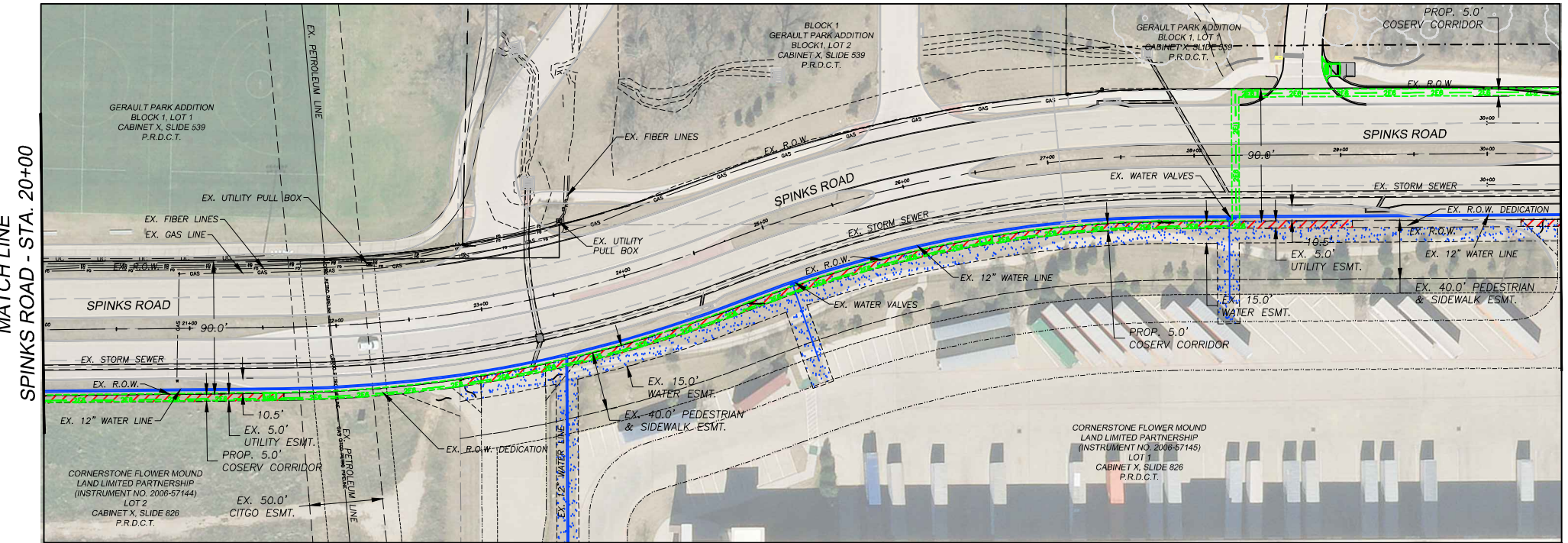
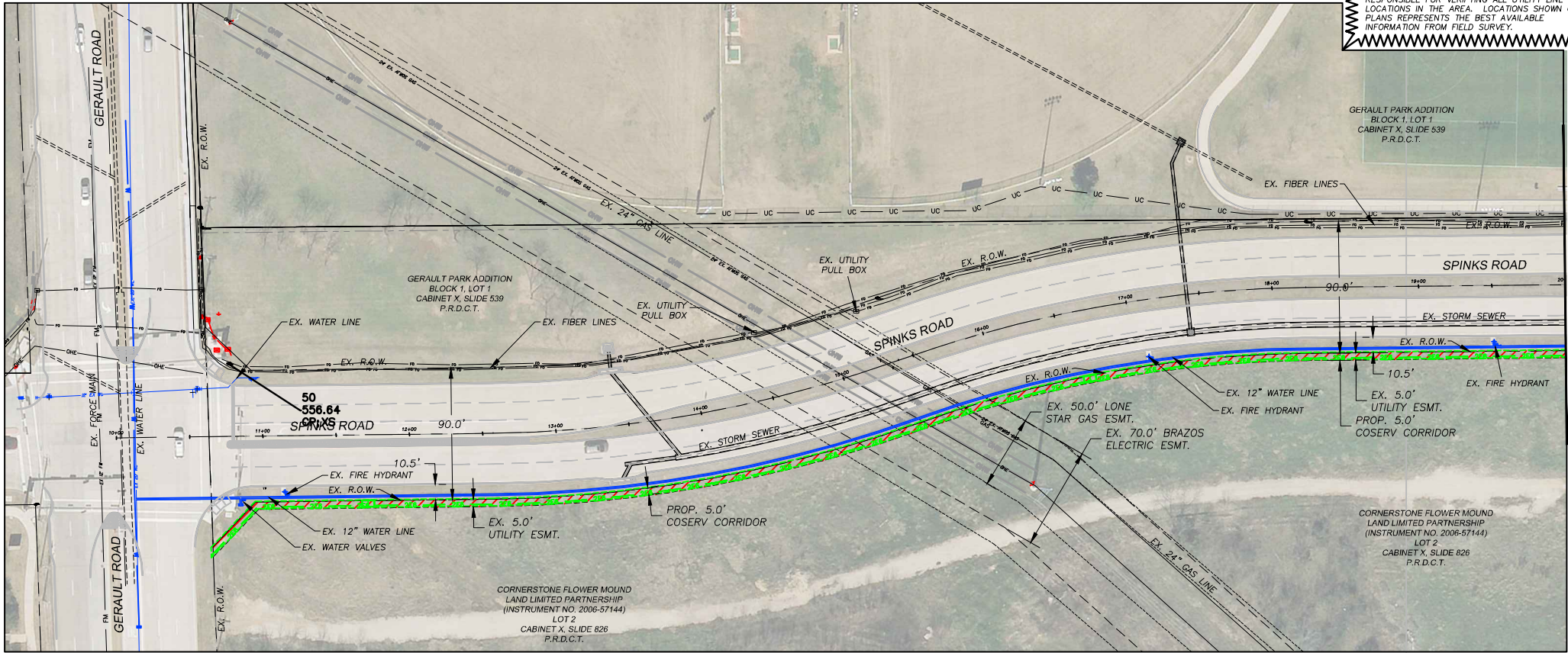
CobbFendley

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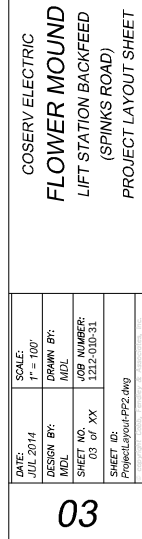
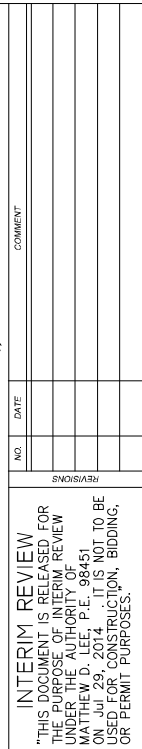
EXHIBIT C

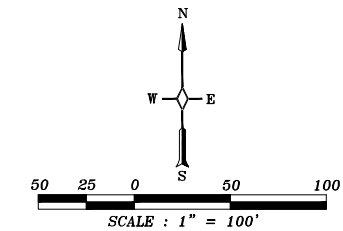
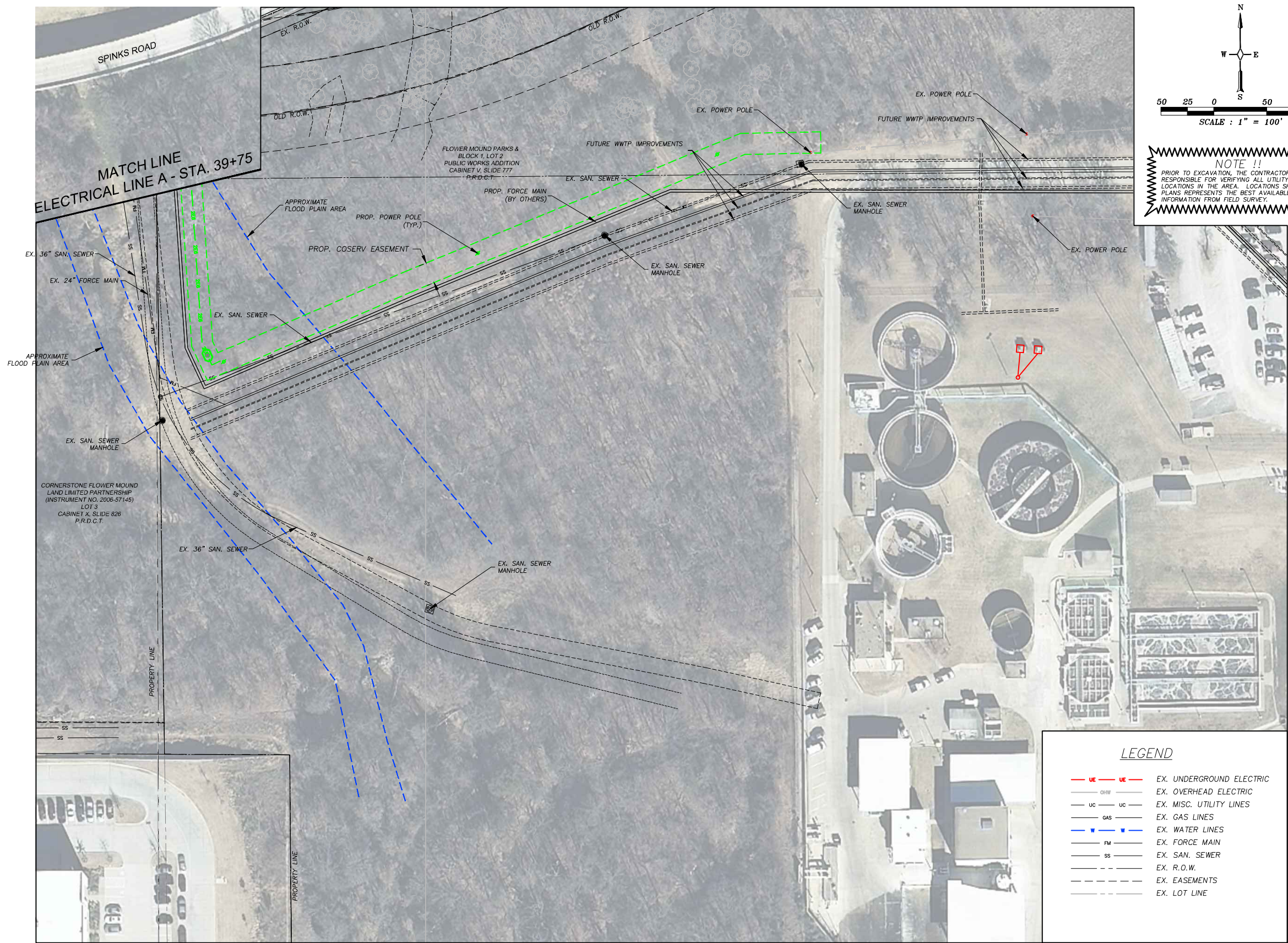
GENERAL ROUTE OF THE COSERV INFRASTRUCTURE

{See Attached Three (3) Pages}



DATE: APR 2014		SCALE: 1" = 100'	02
DESIGN BY: MDL	DRAWN BY: MDL	SHEET NO. 02 OF 22	
JOB NUMBER: 1212-000-31		SHEET ID: Project-Lynx-PP1.dwg	
JOB NUMBER: 1212-000-31		SHEET ID: Project-Lynx-PP1.dwg	
CobbFendley Texas Registration No. 274 6801 Gaylord Parkway, Suite 302 Frisco, Texas 75034 972.335.3214 fax 972.335.3202 www.cobbendley.com			
COSERV ELECTRIC FLOWER MOUND LIFT STATION BACKFEED LIFT STATION (SPINKS ROAD) PROJECT LAYOUT SHEET			
INTERIM REVIEW THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. ON JUL 29, 2014, IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. MATHIEU D. LEE, P.E. 98451 UNDER THE AUTHORITY OF SEAL NO. 1212-000-31			





NOTE !!
PRIOR TO EXCAVATION, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY LINE LOCATIONS IN THE AREA. LOCATIONS SHOWN ON PLANS REPRESENTS THE BEST AVAILABLE INFORMATION FROM FIELD SURVEY.

LEGEND	
--- UE	EX. UNDERGROUND ELECTRIC
--- OHW	EX. OVERHEAD ELECTRIC
--- UC	EX. MISC. UTILITY LINES
--- GAS	EX. GAS LINES
--- W	EX. WATER LINES
--- FM	EX. FORCE MAIN
--- SS	EX. SAN. SEWER
--- E	EX. R.O.W.
--- E	EX. EASEMENTS
--- L	EX. LOT LINE

INTERIM REVIEW
*THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF THE D. J. LITTS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

CobbFendley
Texas Registration No. 274
6801 Gaylord Parkway, Suite 302
Frisco, Texas 75034
972.335.3214 / Fax 972.335.3202 / www.cobbhendley.com

COSERV ELECTRIC
FLOWER MOUND
LIFT STATION BACKFEED
(SPINKS ROAD)
PROJECT LAYOUT SHEET

DATE: APR 2014	SCALE: 1"=100'
DESIGN BY: [redacted]	DRAWN BY: [redacted]
SHEET NO. 04 of 04	JOB NUMBER: 1212-010-31
SHEET ID: Project: [redacted]	

EXHIBIT D

OFF-SITE EASEMENT RIGHTS AND BENEFITS

The terms and provisions of this Off-Site Easement Rights and Benefits, and the agreements of CoServ and the Town made and set forth herein, are a part of and further in consideration of the Electric Service and Easement Agreement (the “**ESE Agreement**”) between CoServ and the Town to which it is attached and made a part of for all purposes. Defined terms used in the ESE Agreement are used in this Exhibit D.

CONSIDERATION: The provision of electrical service and/or other benefits inuring to the Town and/or Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to the Town being hereby expressly acknowledged and accepted by the Town.

OFF-SITE EASEMENT PROPERTY: The “**Off-Site Easement Property**” is that certain tract or tracts of land more particularly described in Exhibit E to the ESE Agreement, and incorporated into this Exhibit D and into the ESE Agreement by this reference for all purposes, together with the subsurface below and air space above the tract(s) of land.

PROJECT: The (“**Project(s)**”) means that portion of the CoServ Infrastructure not located on, under or above the Site, including, without limitation, underground-type electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, above-ground padmounted transformers and equipment, and other facilities whether made of wood, metal or other materials).

GRANT: The Town, for the consideration received by the Town, hereby grants, sells, and conveys to CoServ an easement appurtenant and right-of-way in, upon, and across the Off-Site Easement Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to CoServ and CoServ’s successors and assigns forever (the foregoing being hereinafter collectively referred to as the “**Easement**”).

NON-EXCLUSIVE: The Easement shall be non-exclusive, provided that no other use of the Off-Site Easement Property by others, including the Town, shall interfere with CoServ’s use thereof or the CoServ Infrastructure or CoServ’s exercise of any or all of its rights, titles or benefits granted pursuant to the Agreement (including this Exhibit D).

PURPOSE: The Easement herein granted shall be used for the purpose of (i) providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, expanding, removing, inspecting, patrolling, and/or repairing the Project(s) or any part of the Project(s), and making connections therewith, and (ii) use of the Easement granted herein for any use directly related to the Project(s) or financing of the Project(s), including but not limited to performing environmental, or other studies (the foregoing being hereinafter referred to as the “**Purpose**”). CoServ shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the Project(s). CoServ shall have the right to temporarily use such portions of the property along and adjacent to the Off-Site Easement Property as may be reasonably necessary in connection with the Purpose, or any one or more of them relating to the Project(s), or any part thereof, from time to time; provided, however, that no portion of the Project(s) shall be installed outside the Off-Site Easement Property.

NO RELOCATION OF THE PROJECT(S) OR THE COSERV INFRASTRUCTURE: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EXHIBIT D, THE ESE AGREEMENT TO WHICH THIS EXHIBIT D IS ATTACHED, THE ELECTRIC FRANCHISE ORDINANCE OF THE TOWN IN FAVOR OF COSERV IN EFFECT NOW AND HEREAFTER FROM TIME TO TIME, OR THE PROVISIONS OF ANY OTHER AGREEMENT OR ANY LAW, COSERV SHALL NOT BE REQUIRED TO RELOCATE THE PROJECT(S) OR ANY PORTION OF THE COSERV INFRASTRUCTURE, AND, IF DUE TO STREET WIDENING OR OTHER REASONS THE OFF-SITE EASEMENT PROPERTY NO LONGER IS AVAILABLE TO COSERV TO ADEQUATELY INSTALL, OPERATE AND MAINTAIN THE PROJECT(S) AND ANY PORTIONS OF THE COSERV INFRASTRUCTURE, THE TOWN AGREES TO PROVIDE COSERV WITH FULL RIGHTS, TITLES AND BENEFITS TO USE AND OCCUPY ADEQUATE AREA TO RELOCATE ALL OR PORTIONS OF THE PROJECT AND COSERV INFRASTRUCTURE, AS APPLICABLE, AND THE TOWN SHALL PAY ALL COSTS AND EXPENSES THAT MAY BE INCURRED

BY COSERV IN CONNECTION WITH SUCH RELOCATION. SUCH COSTS SHALL BE PAID AT SUCH TIMES AND IN SUCH MANNER AS IS DETERMINED BY COSERV IN ITS REASONABLE BUSINESS JUDGMENT.

ACCESS: CoServ shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the Off-Site Easement Property for the above stated Purpose. CoServ shall also have the right of pedestrian, equipment, and vehicular ingress and egress over existing roads across the adjacent or remainder property of the Town for the purpose of obtaining access to the Off-Site Easement Property. In the event that access is not reasonably available over existing roads, CoServ shall have the right of reasonable pedestrian, equipment, and vehicular ingress and egress over the adjacent property of the Town along any route that the Town determines is reasonable and appropriate under the circumstances then existing in order to obtain access.

TERM: The Easement granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless expressly abandoned by CoServ and each of CoServ's licensees and/or permittees, if any, for a continuous period of ten (10) years.

TREES: CoServ shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the Off-Site Easement Property or otherwise necessary to realize the Purpose herein stated.

STRUCTURES: The Town shall not construct, locate or permit on the Off-Site Easement Property any structure, obstruction or improvement, except that the Town shall be permitted to place within the Off-Site Easement Property paved driveways, paved parking areas, paved sidewalks, paved walkways, concrete curbing, and landscaping that does not unreasonably restrict or prevent CoServ from utilizing the Off-Site Easement Property for the stated PURPOSE (collectively, the "**Permitted Improvements**"). Upon the request of CoServ, the Town promptly shall remove from the Off-Site Easement Property any structure, improvement, or obstruction that CoServ determines in its reasonable discretion must be removed in connection with its use of the Off-Site Easement Property for the stated Purpose, provided, however, if such structure, improvement or obstruction requested to be removed by CoServ is a Permitted Improvement, the cost of removal and the cost to restore and/or replace such Permitted Improvement shall be borne by CoServ. In all other events, the cost of removal of any structures, improvements or obstructions shall be borne by the Town. Additionally, if the Town fails to promptly remove the item requested by CoServ, CoServ shall have the right to remove same from the Off-Site Easement Property with the cost of removal and the cost of any subsequent restoration and/or replacement to be borne by the applicable of the Town or CoServ as provided above in this paragraph.

DAMAGES: It is understood and agreed that the consideration received by the Town includes adequate compensation for the grant of the Easement contained in this instrument and any damages arising out of CoServ's lawful exercise of any Purpose. CoServ shall not be liable for damages caused by keeping the Off-Site Easement Property clear of trees, undergrowth, brush, and obstructions. Notwithstanding the foregoing, CoServ shall repair and/or restore the surface of the Off-Site Easement Property and the surface of the Town's adjacent property to substantially the same condition as existed immediately prior to any damage thereto that is directly caused by CoServ's exercise of its rights hereunder; provided, however, that in no event shall CoServ have any obligation or liability to repair and/or restore any structure, obstruction or improvement located on the Off-Site Easement Property that is not permitted to be located thereon in this instrument.

MINERALS: The Town expressly reserves all oil, gas, and other minerals owned by the Town in, on, and under the Off-Site Easement Property, and the Town shall be permitted to, and may allow any party to, drill or excavate for minerals on or from the surface of other property owned by the Town but not on or from the surface of the Off-Site Easement Property and/or Town may extract oil, gas, or other minerals from and under the Off-Site Easement Property by directional drilling or other means, provided that in no event shall any such activity interfere with or disturb CoServ's use of the Off-Site Easement Property. The Town agrees to consult with CoServ concerning the location of CoServ's facilities in the Off-Site Easement Property prior to exercising The Town's rights under this paragraph.

OWNERSHIP: The Town agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the Off-Site Easement Property shall at all times remain the property of the CoServ and are removable at the option of the CoServ, regardless of the extent to which such items are attached or affiliated to the Off-

Site Easement Property or any improvements thereon, or the extent to which removal of such items may damage such items or the Off-Site Easement Property or improvements located thereon.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon CoServ and the Town, and their respective heirs, personal and legal representatives, successors, and assigns, and shall be covenants running with the land for the benefit of CoServ. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term “CoServ” includes the employees, authorized agents, licensees and permittees of CoServ. CoServ shall have the right to assign this instrument, and the rights and privileges hereunder in favor of CoServ, in whole or in part.

WARRANTY: The Town warrants and shall forever defend the Easement to CoServ against anyone lawfully claiming or to claim the Easement or any part thereof, by, through or under the Town, but not otherwise.

EXHIBIT E

LEGAL DESCRIPTION OF THE OFF-SITE EASEMENT PROPERTY

The following-described property, save and except the “Easement Property” (as defined in Exhibit B attached to this Agreement):

{See Attached Thirteen (13) Pages}

CoServ Electric Corridor

BEING a 0.959 acre (41,782 square foot) tract contained within the Joseph Knight Survey, Abstract No. 692, the John Knight Survey, Abstract No. 722, the C. Bateman Survey, Abstract No. 1653 and the Rosanna Baker Survey, Abstract No. 49, Town of Flower Mound, Denton County, Texas and being part of Lots 1 and 2, Block A of Cornerstone I, an addition to the Town of Flower Mound, Denton County, Texas, as recorded in Cabinet Y, Page 12 of the Plat Records of Denton County, Texas and part of Lots 1R, 2R and 4, Block 1 of Flower Mound Parks & Public Works Addition, an addition to the Town of Flower Mound, Denton County, Texas, as recorded in Instrument Number 2012-293 of the Plat Records of Denton County, Texas, said 0.959 acre tract being more particularly described as follows:

BEGINNING at a point for the south end of a corner clip at the intersection of the easterly right-of-way line of Gerault Road (a variable width right-of-way) with the southerly right-of-way line of Spinks Road (a variable width right-of-way), said point also being the most westerly northwest corner of said Lot 2, Block A, Cornerstone I;

THENCE North 43 degrees 36 minutes 56 seconds East, along said corner clip, a distance of 41.93 feet to a point for the north end of said corner clip;

THENCE along the southerly right-of-way line of said Spinks Road, the following four (4) calls:

North 89 degrees 18 minutes 08 seconds East, a distance of 162.65 feet to a point for the beginning of a tangent curve to the left;

Northeasterly, along said tangent curve to the left, having a central angle of 19 degrees 01 minutes 27 seconds, a radius of 895.00 feet, a chord bearing and distance of North 79 degrees 47 minutes 24 seconds East – 295.81 feet, and an arc distance of 297.17 feet to a point for the beginning of a reverse curve to the right;

Northeasterly, along said reverse curve to the right, having a central angle of 19 degrees 07 minutes 59 seconds, a radius of 805.00 feet, a chord bearing and distance of North 79 degrees 50 minutes 40 seconds East – 267.57 feet, and an arc distance of 268.82 feet to a point for the end of said curve;

North 89 degrees 24 minutes 40 seconds East, a distance of 340.62 feet to a point for the beginning a tangent curve to the left, said point also being an angle point in the southerly right-of-way line of said Spinks Road;

THENCE Northeasterly, along said tangent curve to the left, departing the southerly right-of-way line of said Spinks Road and over, across and through said Spinks Road, having a central angle of 20 degrees 48 minutes 38 seconds, a radius of 895.00 feet, a chord bearing and distance of North 79 degrees 00 minutes 21 seconds East – 323.29 feet, passing at an arc distance of 120.64 feet an “X” cut in concrete found for the northwest corner of said Lot 1, Block A, same being an angle point in the southerly right-of-way line of said Spinks Road, and continuing along

CoServ Electric Corridor

the southerly right-of-way line of said Spinks Road, in all, a total arc distance of 325.08 feet to a 1/2-inch iron rod with yellow "Pacheco Koch" cap found for the beginning of a reverse curve to the right;

THENCE Northeasterly, along said reverse curve to the right and the southerly right-of-way line of said Spinks Road, having a central angle of 20 degrees 20 minutes 51 seconds, a radius of 805.00 feet, a chord bearing and distance of North 78 degrees 46 minutes 27 seconds East – 284.38 feet, and an arc distance of 285.88 feet to a 1/2-inch iron rod with yellow "Pacheco Koch" cap found for the end of said curve;

THENCE North 89 degrees 38 minutes 17 seconds East, continuing along the southerly right-of-way line of said Spinks Road, a distance of 50.99 feet to a point for corner;

THENCE departing the southerly right-of-way line of said Spinks Road and over, across and through said Spinks Road, the following three (3) calls:

North 00 degrees 22 minutes 01 second West, a distance of 89.17 feet to a point for corner;

North 89 degrees 41 minutes 39 seconds East, a distance of 1,053.07 feet to a point for corner;

North 84 degrees 25 minutes 54 seconds East, a distance of 165.31 feet to a point for corner in a corner clip at the intersection of the northerly right-of-way line of said Spinks Road with the easterly right-of-way line of Garden Ridge Boulevard (a variable width right-of-way), said point also being in the southwest line of said Lot 1R, Block 1, Flower Mound Parks & Public Works Addition;

THENCE North 45 degrees 09 minutes 48 seconds West, along said corner clip, a distance of 9.41 feet to a point for corner;

THENCE departing said corner clip and over, across and through said Lot 1R, Block 1, the following three (3) calls:

North 84 degrees 25 minutes 54 seconds East, a distance of 26.48 feet to a point for corner;

North 89 degrees 42 minutes 19 seconds East, a distance of 254.41 feet to a point for corner;

South 45 degrees 17 minutes 41 seconds East, a distance of 24.74 feet to a point for corner in the northerly right-of-way line of said Spinks Road, said point being the beginning of a non-tangent curve to the right;

CoServ Electric Corridor

THENCE westerly, along said non-tangent curve to the right and along the northerly right-of-way line of said Spinks Road, having a central angle of 00 degrees 39 minutes 22 seconds, a radius of 825.75 feet, a chord bearing and distance of South 82 degrees 57 minutes 04 seconds West – 9.46 feet, and an arc distance of 9.46 feet to a point for corner;

THENCE departing the northerly right-of-way line of said Spinks Road and over, across and through said Spinks Road, the following six (6) calls:

South 45 degrees 17 minutes 41 seconds East, a distance of 60.46 feet to a point for corner;

North 81 degrees 05 minutes 56 seconds East, a distance of 217.45 feet to a point for corner;

North 17 degrees 36 minutes 20 seconds West, a distance of 6.57 feet to a point for corner;

North 72 degrees 23 minutes 40 seconds East, a distance of 24.75 feet to a point for corner;

South 17 degrees 36 minutes 20 seconds East, a distance of 57.93 feet to a point for corner;

South 71 degrees 24 minutes 58 seconds East, passing the southerly right-of-way line of said Spinks Road, same being the northerly line of said Lot 4, Block 1, Flower Mound Parks & Public Works Addition at a distance of 14.39 feet, and continuing, in all, for a total distance of 65.48 feet to a point for corner;

THENCE continuing over, across and through said Lots 2R and 4, Block 1, Flower Mound Parks & Public Works Addition, the following thirteen (13) calls:

South 03 degrees 54 minutes 35 seconds East, a distance of 233.07 feet to a point for corner;

South 24 degrees 54 minutes 35 seconds East, a distance of 12.01 feet to a point for corner;

North 66 degrees 35 minutes 25 seconds East, a distance of 193.87 feet to a point for corner;

North 67 degrees 35 minutes 25 seconds East, a distance of 342.16 feet to a point for corner;

North 88 degrees 52 minutes 32 seconds East, a distance of 75.76 feet to a point for corner;

CoServ Electric Corridor

South 01 degree 07 minutes 28 seconds East, a distance of 20.00 feet to a point for corner;

South 88 degrees 52 minutes 32 seconds West, a distance of 72.00 feet to a point for corner;

South 67 degrees 35 minutes 25 seconds West, a distance of 338.23 feet to a point for corner;

South 66 degrees 35 minutes 25 seconds West, a distance of 213.17 feet to a point for corner;

North 24 degrees 54 minutes 35 seconds West, a distance of 35.20 feet to a point for corner;

North 03 degrees 54 minutes 35 seconds West, a distance of 223.42 feet to a point for corner;

North 71 degrees 24 minutes 58 seconds West, a distance of 62.26 feet to a point for corner;

North 17 degrees 36 minutes 20 seconds West, passing the southerly right-of-way line of said Spinks Road, same being the northerly line of said Lot 4, Block 1, Flower Mound Parks & Public Works Addition, at a distance of 3.07 feet, and continuing, in all, for a total distance of 48.08 feet to a point for corner;

THENCE continuing over, across and through said Spinks Road, the following four (4) calls;

South 72 degrees 23 minutes 40 seconds West, a distance of 4.75 feet to a point for corner;

North 17 degrees 36 minutes 20 seconds West, a distance of 8.37 feet to a point for corner;

South 81 degrees 05 minutes 56 seconds West, a distance of 220.74 feet to a point for corner;

North 45 degrees 17 minutes 41 seconds West, a distance of 67.01 feet to a point for corner in the northerly right-of-way line of said Spinks Road, said point being the beginning of a non-tangent curve to the right;

THENCE along the northerly right-of-way line of said Spinks Road, the following five (5) calls:

Westerly, along said non-tangent curve to the right, having a central angle of 03 degrees 54 minutes 19 seconds, a radius of 825.75 feet, a chord bearing and distance of South 85

CoServ Electric Corridor

degrees 40 minutes 37 seconds West – 56.28 feet, and an arc distance of 56.29 feet to a 5/8-inch iron rod with yellow “SAM INC” cap found for the beginning of a compound curve to the right;

Westerly, along said compound curve to the right, having a central angle of 10 degrees 03 minutes 52 seconds, a radius of 289.00 feet, a chord bearing and distance of North 87 degrees 20 minutes 17 seconds West – 50.70 feet, and an arc distance of 50.77 feet to a 5/8-inch iron rod with yellow “SAM INC” cap found for the end of said curve;

North 82 degrees 18 minutes 21 seconds West, a distance of 32.78 feet to a 5/8-inch iron rod with yellow “SAM INC” cap found for the beginning of a tangent curve to the left;

Westerly, along said tangent curve to the left, having a central angle of 08 degrees 00 minutes 00 seconds, a radius of 311.00 feet, a chord bearing and distance of North 86 degrees 18 minutes 21 seconds West – 43.39 feet, and an arc distance of 43.42 feet to a 5/8-inch iron rod with yellow “SAM INC” cap found for the end of said curve;

South 89 degrees 41 minutes 39 seconds West, a distance of 89.39 feet to a point for the southerly end of said corner clip at the intersection of the northerly right-of-way line of said Spinks Road with the easterly right-of-way line of said Garden Ridge Boulevard, said point also being the most southerly southwest corner of said Lot 1R, Block 1, Flower Mound Parks & Public Works Addition;

THENCE departing the northerly right-of-way line of said Spinks Road and over, across and through said Spinks Road, the following four (4) calls:

South 45 degrees 09 minutes 48 seconds East, a distance of 0.88 feet to a point for corner;

South 84 degrees 25 minutes 54 seconds West, a distance of 169.68 feet to a point for corner;

South 89 degrees 41 minutes 39 seconds West, a distance of 1,048.30 feet to a point for corner;

South 00 degrees 22 minutes 01 second East, passing at a distance of 84.17 feet the southerly right-of-way line of said Spinks Road, and continuing over, across and through said Lot 1, Block A, Cornerstone I, in all, a total distance of 89.17 feet to a point for corner in the southerly line of a 5-foot Utility Easement as recorded in Cabinet X, Page 826 of the Plat Records of Denton County, Texas;

THENCE along the southerly line of said 5-foot Utility Easement, the following three (3) calls:

South 89 degrees 38 minutes 17 seconds West, a distance of 55.97 feet to a point for the beginning of a tangent curve to the left;

CoServ Electric Corridor

Southwesterly, along said tangent curve to the left, having a central angle of 20 degrees 20 minutes 44 seconds, a radius of 800.00 feet, a chord bearing and distance of South 78 degrees 46 minutes 23 seconds West – 282.59 feet, and an arc distance of 284.08 feet to a point for the beginning of a reverse curve to the right;

Southwesterly, along said reverse curve to the right, having a central angle of 20 degrees 48 minutes 38 seconds, a radius of 900.00 feet, a chord bearing and distance of South 79 degrees 00 minutes 21 seconds West – 325.10 feet, passing at an arc distance of 206.28 feet the southwest corner of said 5-foot Utility Easement, same being an angle point in the southerly right-of-way line of said Spinks Road, and continuing along the southerly right-of-way line of said Spinks Road, in all, a total arc distance of 326.89 feet to an angle point in the southerly right-of-way line of said Spinks Road, same being the southeast corner of a 5-foot Utility Easement as recorded in Cabinet X, Page 826 of the Plat Records of Denton County, Texas;

THENCE departing the southerly right-of-way line of said Spinks Road and along the southerly line of said 5-foot Utility Easement, the following five (5) calls:

South 89 degrees 24 minutes 40 seconds West, a distance of 340.62 feet to a point for the beginning of a tangent curve to the left;

Southwesterly, along said tangent curve to the left, having a central angle of 19 degrees 07 minutes 59 seconds, a radius of 800.00 feet, a chord bearing and distance of South 79 degrees 50 minutes 40 seconds West – 265.91 feet, and an arc distance of 267.15 feet to a point for the beginning of a reverse curve to the right;

Southwesterly, along said reverse curve to the right, having a central angle of 19 degrees 01 minutes 27 seconds, a radius of 900.00 feet, a chord bearing and distance of South 79 degrees 47 minutes 24 seconds West – 297.46 feet, and an arc distance of 298.83 feet to a point for the end of said curve;

South 89 degrees 18 minutes 08 seconds West, a distance of 160.54 feet to a point for corner;

South 43 degrees 36 minutes 56 seconds West, passing at a distance of 44.71 feet the easterly right-of-way line of said Gerault Road, same being the southwest corner of said 5-foot Utility Easement, and continuing over, across and through said Gerault Road, in all, a total distance of 46.41 feet to a point for corner;

THENCE continuing over, across and through said Gerault Road, the following two (2) calls:

North 02 degrees 04 minutes 16 seconds West, a distance of 6.99 feet to a point for corner;

CoServ Electric Corridor

North 43 degrees 36 minutes 56 seconds East, a distance of 1.70 feet to the **POINT OF BEGINNING**, containing 0.959 acre (41,782 square feet) of land, more or less.

This description is accompanied by a survey plat of even date.

All bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD 83 (2011), Epoch 2010.00.

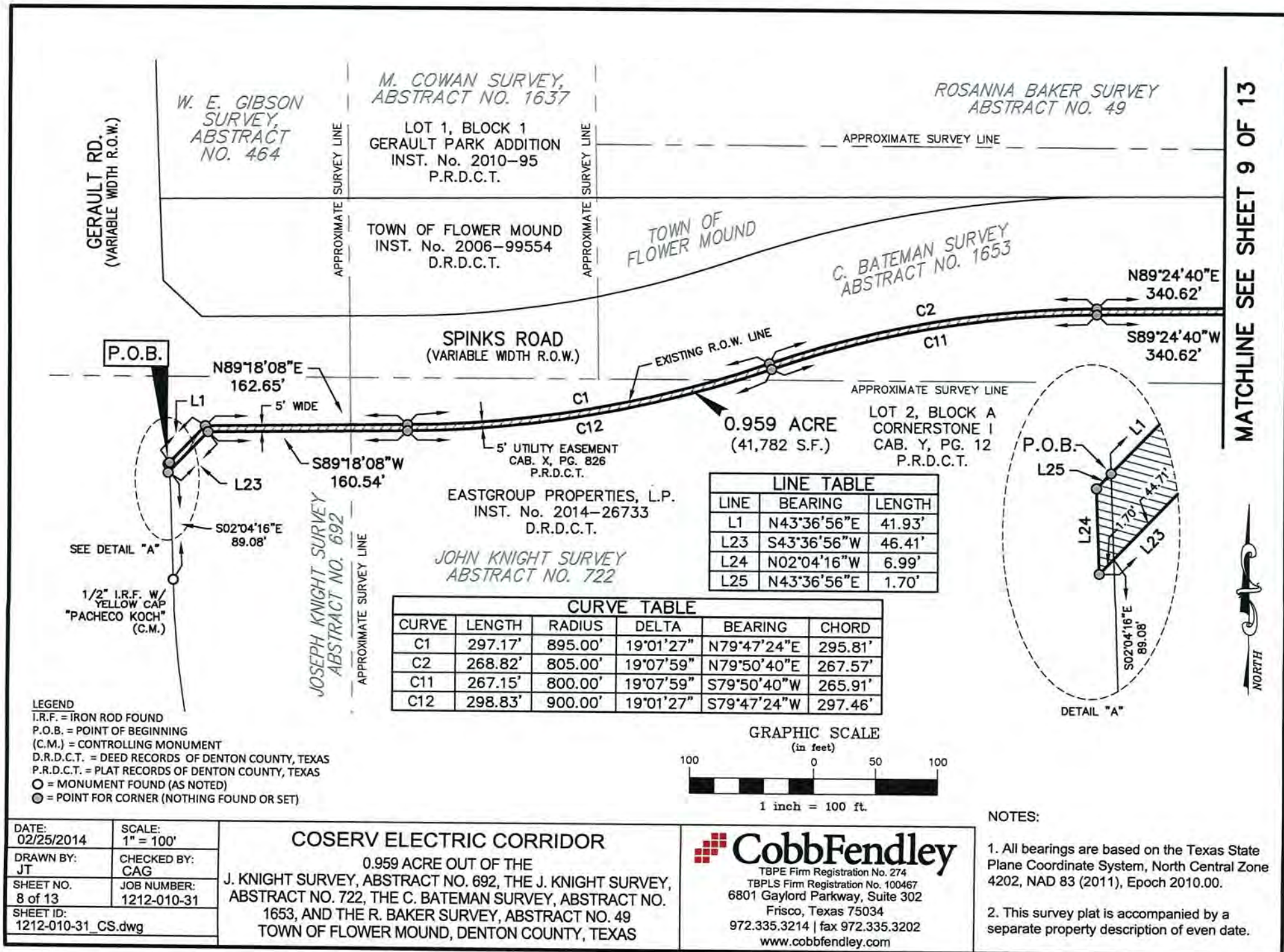
I, Chad A. Gulick, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this legal description and plat represent an actual survey made on the ground under my supervision.




Chad A. Gulick
Registered Professional Land Surveyor
Texas Registration No. 6021

8-4-14
Date

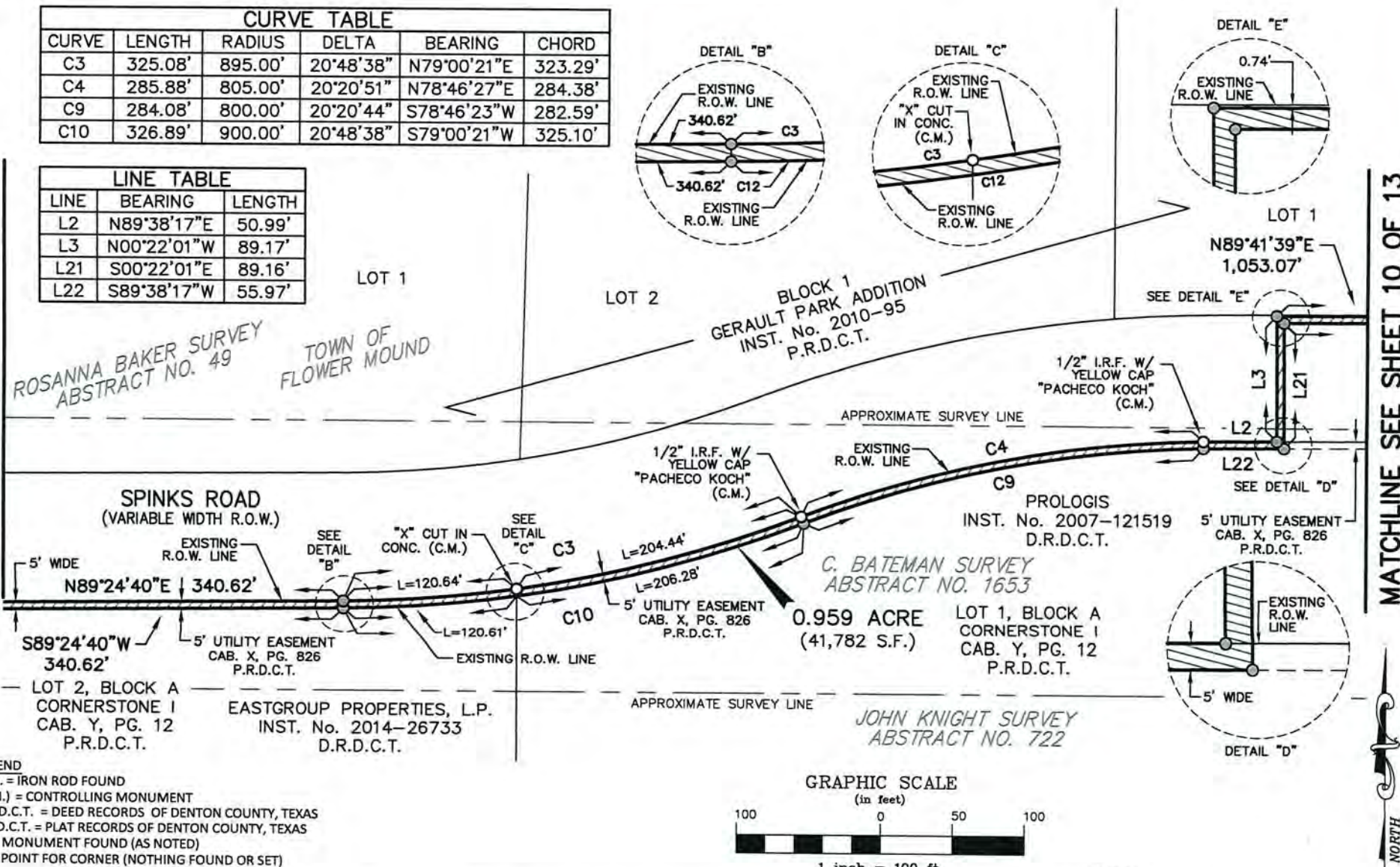
Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 100467
6801 Gaylord Parkway, Suite 302
Frisco, Texas 75034
(972) 335-3214



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C3	325.08'	895.00'	20°48'38"	N79°00'21"E	323.29'
C4	285.88'	805.00'	20°20'51"	N78°46'27"E	284.38'
C9	284.08'	800.00'	20°20'44"	S78°46'23"W	282.59'
C10	326.89'	900.00'	20°48'38"	S79°00'21"W	325.10'

LINE TABLE		
LINE	BEARING	LENGTH
L2	N89°38'17"E	50.99'
L3	N00°22'01"W	89.17'
L21	S00°22'01"E	89.16'
L22	S89°38'17"W	55.97'

MATCHLINE SEE SHEET 8 OF 13



MATCHLINE SEE SHEET 10 OF 13

DATE: 02/25/2014	SCALE: 1" = 100'
DRAWN BY: JT	CHECKED BY: CAG
SHEET NO. 9 of 13	JOB NUMBER: 1212-010-31
SHEET ID: 1212-010-31_CS.dwg	

COSERV ELECTRIC CORRIDOR
 0.959 ACRE OUT OF THE
 J. KNIGHT SURVEY, ABSTRACT NO. 692, THE J. KNIGHT SURVEY,
 ABSTRACT NO. 722, THE C. BATEMAN SURVEY, ABSTRACT NO.
 1653, AND THE R. BAKER SURVEY, ABSTRACT NO. 49
 TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

CobbFendley
 TBPE Firm Registration No. 274
 TBPLS Firm Registration No. 100467
 6801 Gaylord Parkway, Suite 302
 Frisco, Texas 75034
 972.335.3214 | fax 972.335.3202
 www.cobbfendley.com

MATCHLINE SEE SHEET 9 OF 13

TOWN OF
FLOWER MOUND
ROSANNA BAKER SURVEY
ABSTRACT NO. 49LOT 1, BLOCK 1
GERAULT PARK ADDITION
INST. No. 2010-95
P.R.D.C.T.0.959 ACRE
(41,782 S.F.)

N89°41'39"E 1,053.07'

S89°41'39"W 1,048.30'

EXISTING R.O.W. LINE

5' WIDE

SPINKS ROAD
(VARIABLE WIDTH R.O.W.)

APPROXIMATE SURVEY LINE

EXISTING R.O.W. LINE

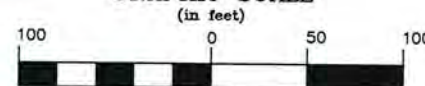
5' UTILITY EASEMENT
CAB. X, PG. 826
P.R.D.C.T.LOT 1, BLOCK A
CORNERSTONE I
CAB. Y, PG. 12
P.R.D.C.T.PROLOGIS
INST. No. 2007-121519
D.R.D.C.T.C. BATEMAN SURVEY
ABSTRACT NO. 1653JOHN KNIGHT SURVEY
ABSTRACT NO. 722

APPROXIMATE SURVEY LINE

LEGEND

I.R.F. = IRON ROD FOUND
 (C.M.) = CONTROLLING MONUMENT
 D.R.D.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
 P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
 ○ = MONUMENT FOUND (AS NOTED)
 ⊙ = POINT FOR CORNER (NOTHING FOUND OR SET)

GRAPHIC SCALE



1 inch = 100 ft.

MATCHLINE SEE SHEET 11 OF 13



DATE: 02/25/2014	SCALE: 1" = 100'
DRAWN BY: JT	CHECKED BY: CAG
SHEET NO. 10 of 13	JOB NUMBER: 1212-010-31
SHEET ID: 1212-010-31_CS.dwg	

COSERV ELECTRIC CORRIDOR

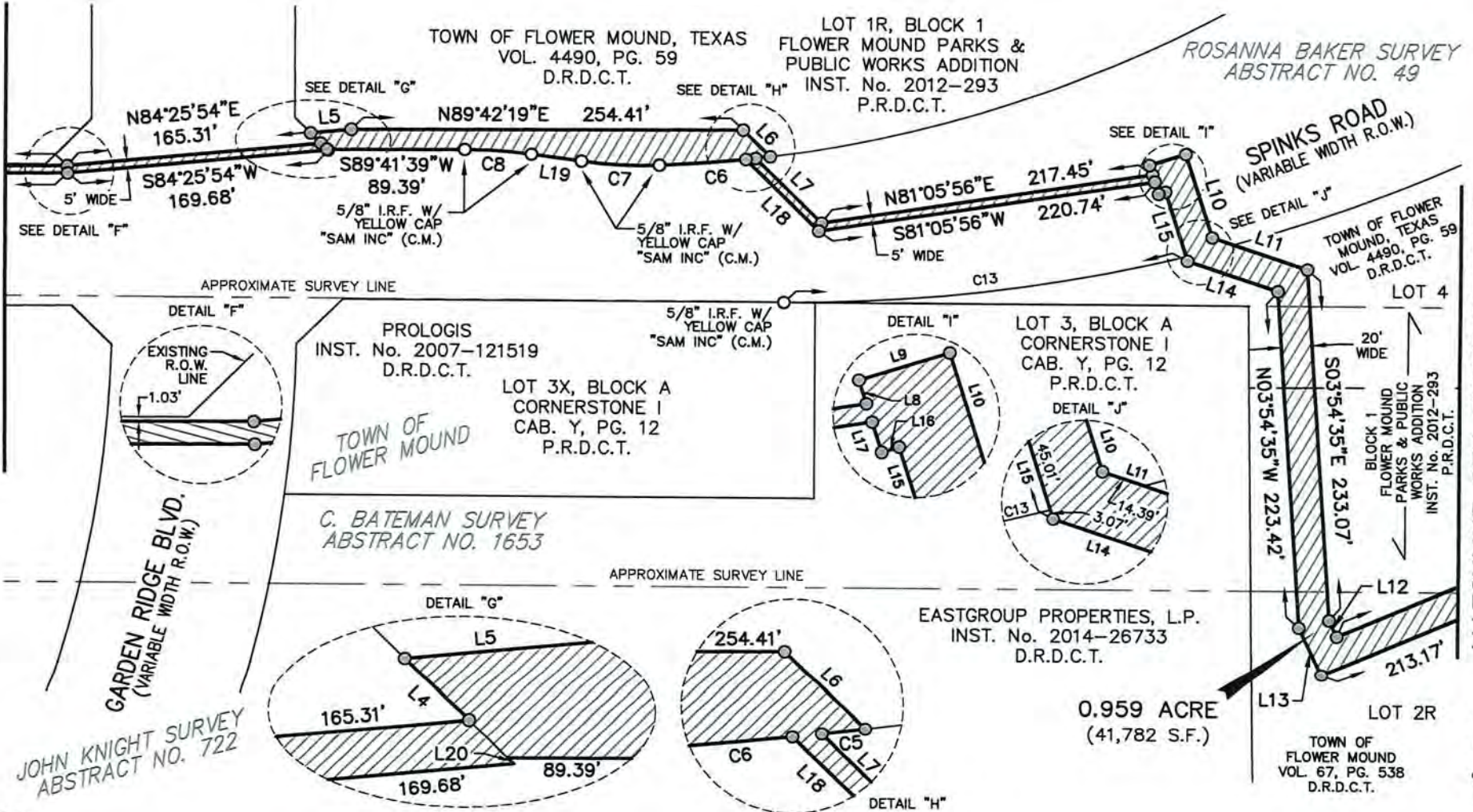
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 6801 Gaylord Parkway, Suite 302
 Frisco, Texas 75034
 972.335.3214 | fax 972.335.3202
 www.cobbfindley.com

NOTES:

1. All bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD 83 (2011), Epoch 2010.00.
2. This survey plat is accompanied by a separate property description of even date.

MATCHLINE SEE SHEET 10 OF 13



MATCHLINE SEE SHEET 12 OF 13



NOTES:

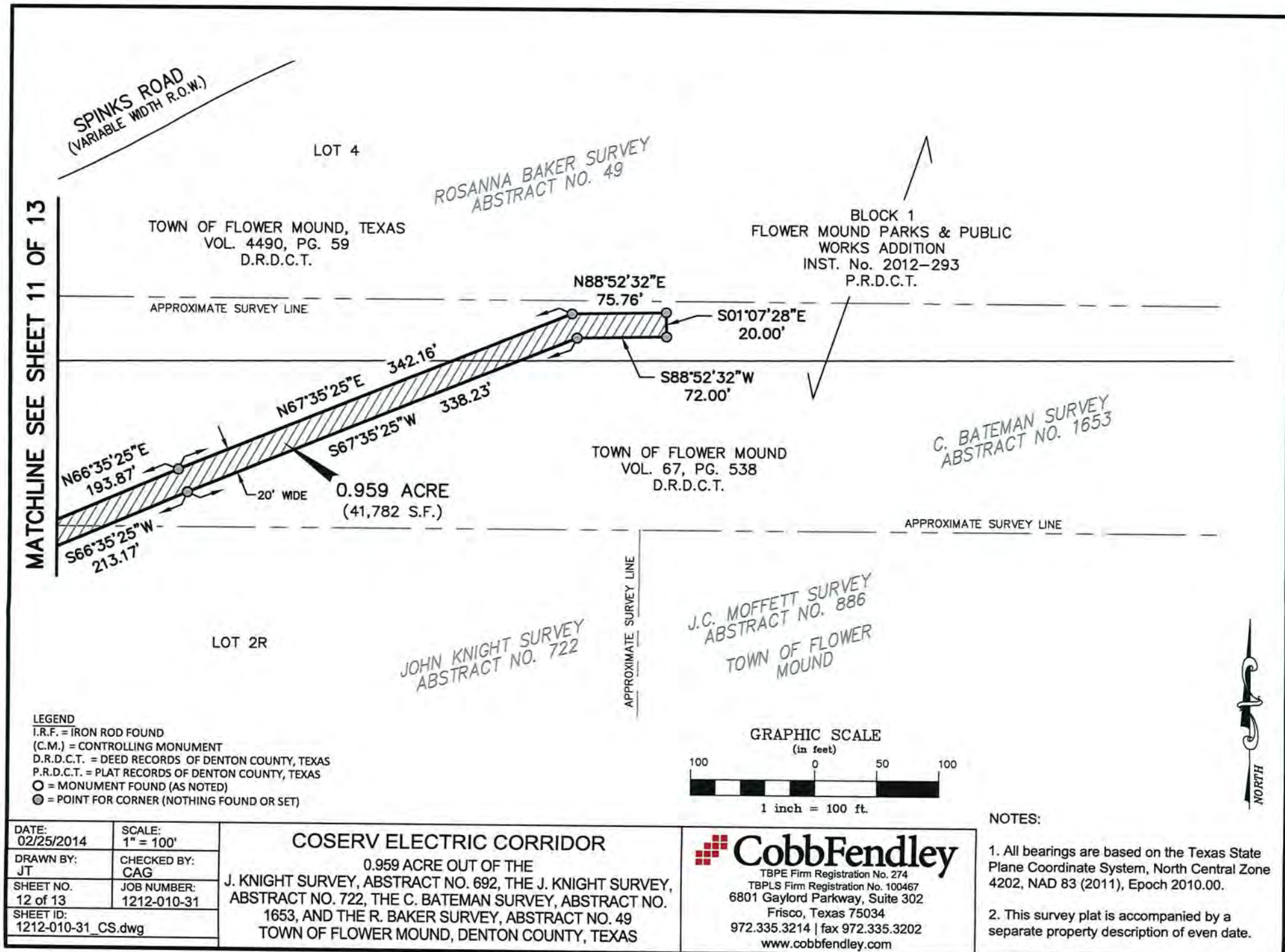
1. All bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD 83 (2011), Epoch 2010.00.
2. This survey plat is accompanied by a separate property description of even date.
3. See Sheet 13 for Line and Curve Tables.

DATE: 02/25/2014	SCALE: 1" = 100'
DRAWN BY: JT	CHECKED BY: CAG
SHEET NO. 11 of 13	JOB NUMBER: 1212-010-31
SHEET ID: 1212-010-31_CS.dwg	

COSERV ELECTRIC CORRIDOR

0.959 ACRE OUT OF THE
J. KNIGHT SURVEY, ABSTRACT NO. 692, THE J. KNIGHT SURVEY,
ABSTRACT NO. 722, THE C. BATEMAN SURVEY, ABSTRACT NO.
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www.cobbfendley.com



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C5	9.46'	825.75'	00°39'22"	S82°57'04"W	9.46'
C6	56.29'	825.75'	03°54'19"	S85°40'37"W	56.28'
C7	50.77'	289.00'	10°03'52"	N87°20'17"W	50.70'
C8	43.42'	311.00'	08°00'00"	N86°18'21"W	43.39'
C13	263.75'	1,063.00'	14°12'59"	N82°55'21"E	263.08'

LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L4	N45°09'48"W	9.41'	L13	N24°54'35"W	35.20'
L5	N84°25'54"E	26.48'	L14	N71°24'58"W	62.26'
L6	S45°17'41"E	24.74'	L15	N17°36'20"W	48.08'
L7	S45°17'41"E	60.46'	L16	S72°23'40"W	4.75'
L8	N17°36'20"W	6.57'	L17	N17°36'20"W	8.37'
L9	N72°23'40"E	24.75'	L18	N45°17'41"W	67.01'
L10	S17°36'20"E	57.93'	L19	N82°18'21"W	32.78'
L11	S71°24'58"E	65.48'	L20	S45°09'48"E	0.88'
L12	S24°54'35"E	12.01'			



Chad A. Gulick 8-4-14
 Chad A. Gulick
 Registered Professional Land Surveyor
 No. 6021

Date

DATE: 02/25/2014	SCALE: N.T.S.
DRAWN BY: JT	CHECKED BY: CAG
SHEET NO. 13 of 13	JOB NUMBER: 1212-010-31
SHEET ID: 1212-010-31_CS.dwg	

COSERV ELECTRIC CORRIDOR

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 J. KNIGHT SURVEY, ABSTRACT NO. 692, THE J. KNIGHT SURVEY,
 ABSTRACT NO. 722, THE C. BATEMAN SURVEY, ABSTRACT NO.
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2. This survey plat is accompanied by a separate property description of even date.

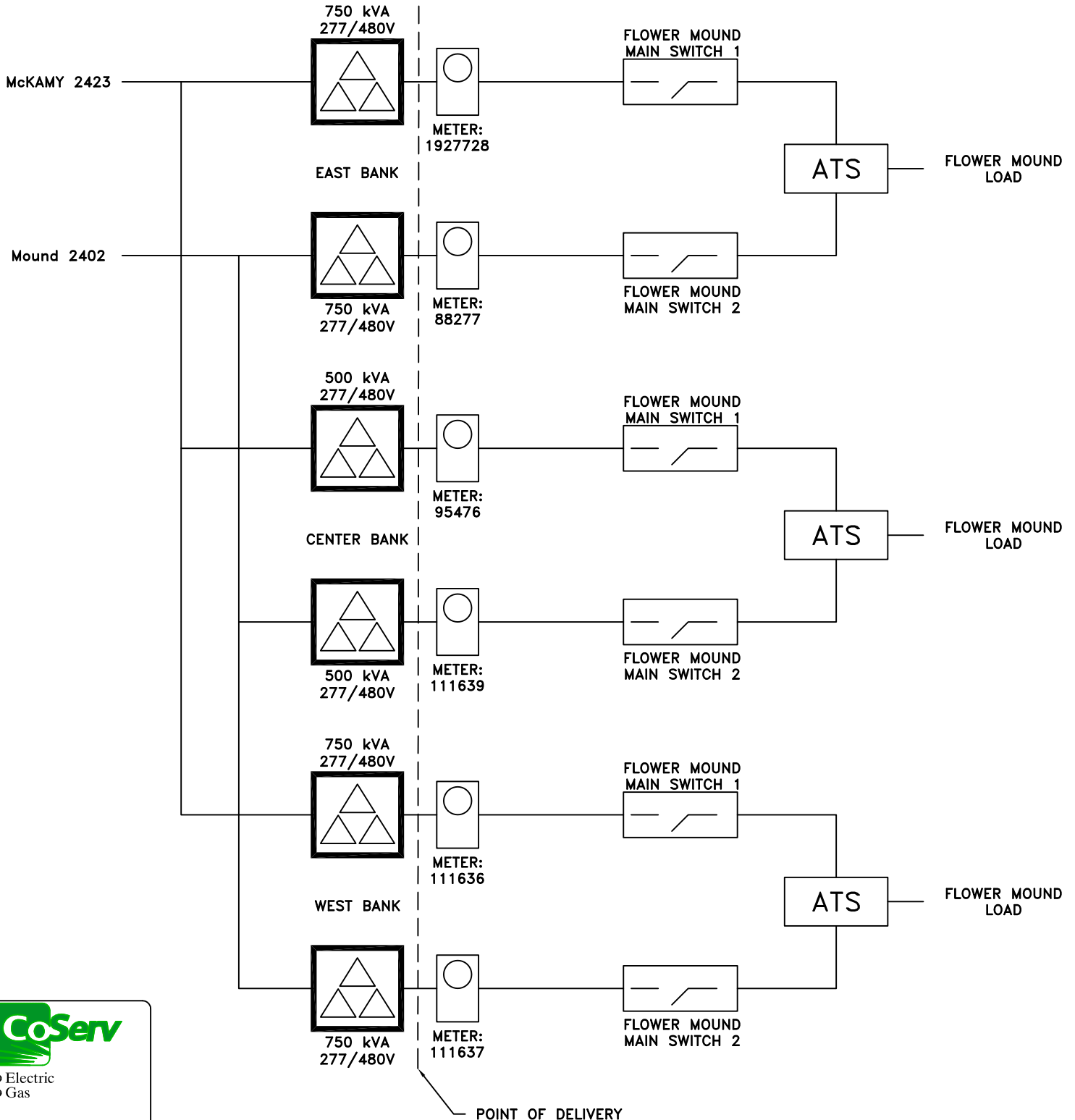
ATTACHMENT 6.1.3

FEATURES OF DUAL SOURCE ELECTRIC SERVICE TO SITE

{See Attached One (1) Page}

ATTACHMENT 6.1.3

CoServ INFRASTRUCTURE | FLOWER MOUND INFRASTRUCTURE



ATTACHMENT 6.1.6

DUAL FEED OPERATIONAL PARAMETERS

1. The Infrastructure will provide the second source of electricity to the Site (the first source already being constructed and in operation) to provide dual source electric service to the Site consisting of preferred source and alternate source distribution feeders from two independent substations and the necessary transformation to service voltage.
2. CoServ agrees to dedicate and reserve for the Town's load up to 1,300 of distribution system capacity on the preferred and alternate sources.
3. The Town shall be responsible for the operation, maintenance and all other matters concerning the Town Infrastructure, including, without limitation the operation of the main switches and the automatic transfer switch for the two (2) sources of electricity, and the amount of time delay to transfer the Town's load from one source to the other source in the event of a power outage or other determination of the Town to switch between the two (2) sources.
4. CoServ in its sole discretion may connect other customers to the CoServ Infrastructure.
5. CoServ in its sole discretion may utilize other independent substation sources as they become available and may maintain, operate, upgrade, and reconfigure the CoServ Infrastructure in any way that does not materially degrade the quality and reliability of the electric service provided to the Town at the Site.
6. CoServ in its sole discretion may split the Town's load at the Site between the two substation sources and determine preferred and alternate sources for normal operating conditions for each section of load.



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: April 4, 2016

FROM: Clay Riggs, PE, CFM, Senior Project Engineer

ITEM: Consider approval of the award of Bid No. 2016-34 to Saber Development Corporation, for the Long Prairie 12-Inch Water Line project, Section 2, in the amount of \$499,551.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On February 24, 2016, bids were received and opened for the Long Prairie 12-inch Water Line Section 2 project. Saber Development Corporation submitted the lowest qualified bid of the eight responding bidders, for a total base bid plus optional bid item, of \$499,551.00.

The Long Prairie 12-inch Water Line project, Section 2 includes approximately 5,500 linear feet of 12-inch water line along the east side of FM 2499 from Spinks Road to Enterprise Drive. The water line is included in the Town's Water Master Plan.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$499,551.00

Proposed Expenditure:	Account Number(s):
\$400,000.00	601-900-96030
\$ 99,551.00	630-960-96030

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

LEGAL REVIEW: The Town's standard construction 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 Construction Agreement.

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

RECOMMENDATION: Move to approve the award of Bid No. 2016-34 to Saber Development Corporation, for the Long Prairie 12-inch Water Line project, Section 2, in the amount of \$499,551.00; and authorize the Mayor to execute same on behalf of the Town.



Town of Flower Mound Bid Tabulation

Bid No: 2016-34 - Long Prairie 12-Inch Water Line

Bid Opening: 2/24/2016 at 2:00pm

Company	Total Bid
Saber Development Corporation	\$ 499,551.00
Excel Trenching (NON RESPONSIVE)	\$ 513,124.00
Four Star Excavating	\$ 587,331.00
Ace Pipe Cleaning, Incorporated	\$ 618,911.07
Dowager Utility Construction	\$ 737,080.00
Atkins Brothers Equipment Company, Incorporated	\$ 757,757.00
HQS Construction, LLC	\$ 874,251.00
Mountain Cascade of Texas, LLC	\$ 1,012,141.00

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

Certified By:	Rochelle M. Ragas, CPPB	2/24/2016
	Purchasing Manager	
	Town of Flower Mound, Texas	

TOWN OF FLOWER MOUND**Long Prairie 12-Inch Water Line****Bid # 2016-34****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 4th day of April, 2016, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Saber Development Corporation, a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Long Prairie 12-Inch Water Line
Bid # 2016-34

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

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

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

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Four**

Hundred Ninety Nine Thousand Five Hundred Fifty One Dollars (\$499,551) taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of One Hundred Twenty (120) calendar days, and final completion of One Hundred Fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is

entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

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

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

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

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

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

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

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due

for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

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

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

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

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

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

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

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making

repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

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

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

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

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

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

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

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

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

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

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

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

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

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

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

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

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

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

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

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

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

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

This Agreement will be effective on the 4th day of April, 2016.

TOWN OF FLOWER MOUND

CONTRACTOR

Thomas E. Hayden, MAYOR

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

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____(Signature)
_____(Position)

APPROVED AS TO FORM AND
LEGALITY:

TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 7 REGULAR ITEM

DATE: April 4, 2016

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for a Master Plan Amendment (MPA16-0001 – Hawks Hill QT) to amend Section 3.0, Specific Plans, and Section 4.0, Urban Design Plan, by amending the roof and parapet standards for Specific Plan Area 5 (SPA 5) that apply to the subject property, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Long Prairie Road and south of Waketon Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its March 28, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 3. In response to concerns raised during the March 28, 2016, P&Z public hearing, the following amendment was made by the Commission as a part of their recommendation:

- limiting the roof pitch exception to the subject site.

The attached ordinance reflects the change recommended by the Planning and Zoning Commission.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence

DRAFT MOTION: Move to approve a request for a Master Plan Amendment (MPA16-0001 – Hawks Hill QT) to amend Section 3.0, Specific Plans, and Section 4.0, Urban Design Plan, by amending the roof and parapet standards for Specific Plan Area 5 (SPA 5) that apply to the subject property, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: March 28, 2016

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA16-0001 – Hawks Hill QT) to amend Section 3.0, Specific Plans, and Section 4.0, Urban Design Plan, by amending the roof and parapet standards for Specific Plan Area 5 (SPA 5) that apply to the subject property. The property is generally located west of Long Prairie Road and south of Waketon Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and found to be in conformance with all applicable Town regulations except as described below.

The project has a companion Specific Use Permit application (SUP16-0001) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The applicant is requesting to amend both the Urban Design standards within the Town's Master Plan as well as the standards within Specific Plan Area 5 (SPA 5) to seek relief from the requirement that mandates buildings of 15,000 square feet or less have pitched roofs. The requested modifications will allow the applicant to proceed with the development process to construct a 5,858-square-foot convenience store with gasoline sales. The site is currently undeveloped and is approximately 1.5 acres in size.

The subject property is located within the Hawks Hill Planned Development District No. 141 (PD-141) with Retail District-2 (R-2), Office District (O), and Agricultural District (A) uses. The Town Council approved the change in zoning from an (A) zoning district to PD-141 on October 5, 2015. PD-141 requires Town Council approval of a Specific Use Permit (SUP) for a convenience store with gasoline sales. Consideration of a companion request for this SUP is on the same agenda.

In general, the Town's Urban Design standards do not allow nonresidential buildings with a footprint of less than 15,000 square feet to have flat roofs. Over the years, specific relief from this provision has been approved for specific developments and specific buildings. This request is to modify an existing

exception in the regulations for developments within SPA 5. Section 12.1 of the Town's Urban Design standards states:

- Roofs of non-residential buildings 15,000 square feet or less are to reflect hip and/or gable styles that replicate residential scale and pitch, provided that the Town Council may approve, upon recommendation from the Planning and Zoning Commission, a waiver request to this requirement for buildings within SPA 1, SPA 5 or SPA 6, consistent with the requirements in Section 3.0(g) of SPA 1, Section 3.0(m) of SPA 6, and Section 3.0(a) and (o) of SPA 5. In designing a residential scaled roof for non-residential buildings 15,000 square feet or less, the goal shall be a roof that provides for characteristic roof pitches/slopes of residential homes in the Town of Flower Mound (6/12 to 9/12 slope) and high steeply-pitched and/or expansive roof pitches/slopes shall be avoided.

The subject property is designated for Neighborhood Retail uses within SPA 5 (See Attachment A(4)). Regarding roof pitch, the text in SPA 5 states:

- Roofs of commercial buildings 15,000 SF and under are to be hip, gable or a combination of the two. The Town Council may approve, upon recommendation from the Planning and Zoning Commission, a waiver request to this requirement for buildings within this SPA 5 provided that: (1) any such building(s) being considered for a waiver shall be part of a large-scale multi-building development of **25 acres** or larger; and, (2) possessing a meritorious Unified Design Theme. Structures larger than 15,000 SF should have no visible area of flat roof from any adjacent properties. A mansard parapet structure, in a combination of vertical and sloping sections, will be required along 100% of the roof perimeter.

The Hawks Hill development contains approximately 18.578 acres; therefore, it does not comply with the minimum 25-acre standard above. The applicant is seeking to amend both the Urban Design standards and the above section of SPA 5 to not require pitched roofs on buildings that are not directly adjacent to existing residential uses. This proposal would impact more than the subject site. The result would be that most new buildings within SPA 5 that are less than 15,000 square feet would not have to have a pitched roof.

The applicant's rationale for these requests is in the attached letter of intent (Attachment A(2)). Staff believes there is merit to consideration of this request as stated by the applicant given one of the "purposes of the pitched roof requirement is to protect adjacent residential uses by requiring an appropriate transition of architectural elements as the land use changes from non-residential to residential." In this case, the proposed building will be located approximately 550 feet from the nearest single family residential neighborhood and will be adjacent to office, retail and restaurant uses to the north, south and west. However, the impact the proposed amendment has on the remainder of SPA 5 must also be considered.

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 Master Plan amendment requests. At the time this report was written, staff had received three correspondences in opposition and no correspondence in favor of the request.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Sections of the Urban Design Standards
4. SPA 5
5. Approved Conceptual Elevations

B. Application Details

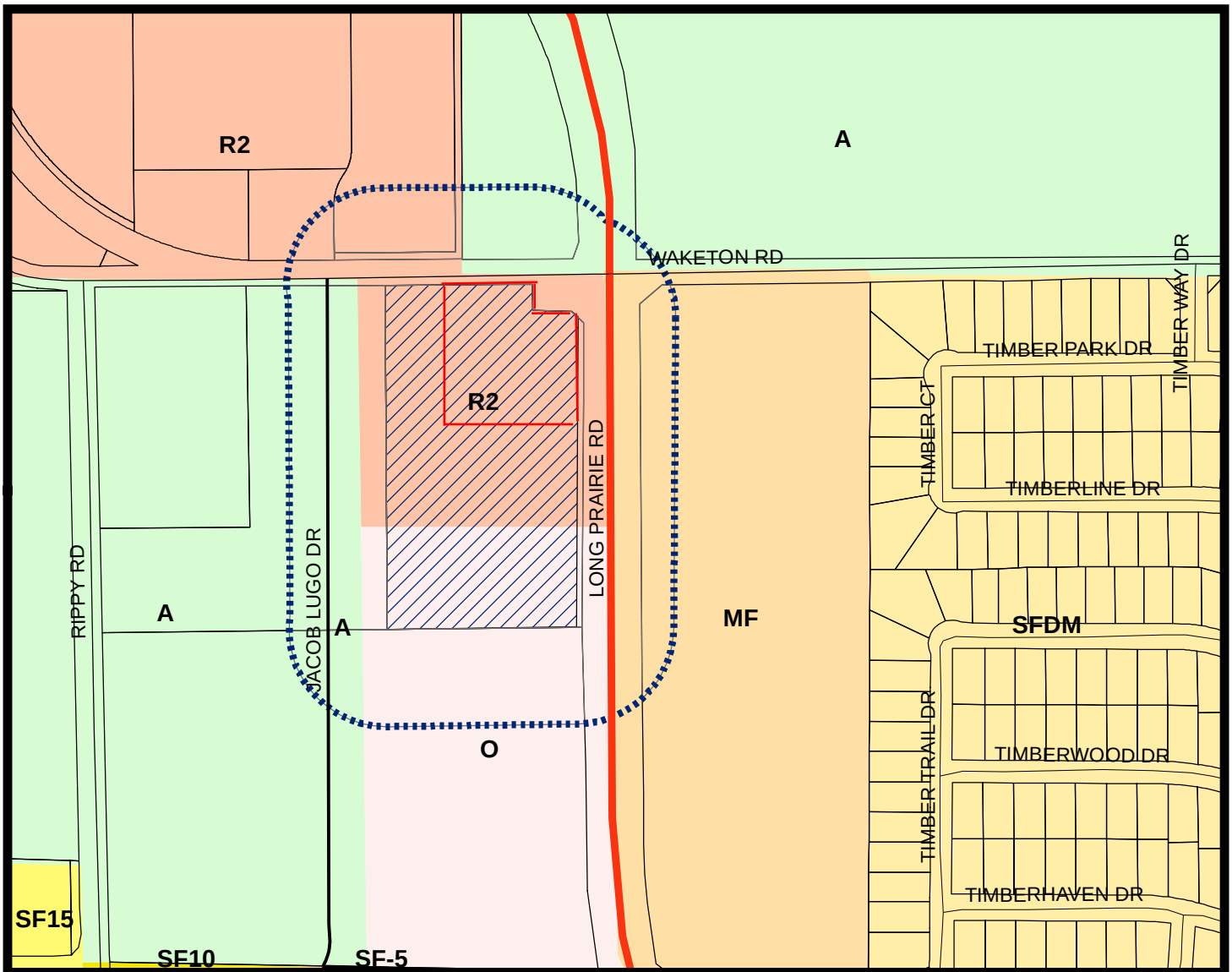
1. Proposed Elevations

C. Correspondence

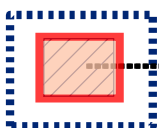
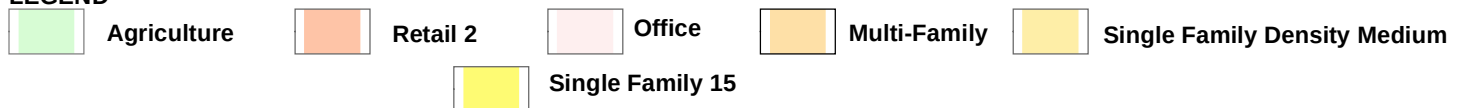
1. Correspondence in Opposition

Vicinity Map

Reference Project: MPA16-0001, SUP 16-0001

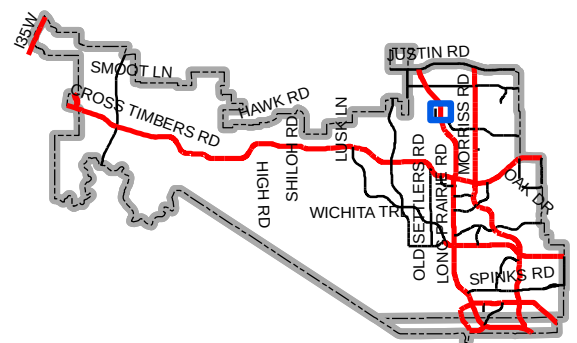


LEGEND



Subject Property

200 ft Notification Buffer around Property



Map Location





January 11, 2016

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

**RE: Master Plan Amendment Request
Letter of Intent
G&A Job No. 12188**

Mr. Powell:

Please accept this letter, on behalf of the (QuikTrip) QT Corporation, as an explanation of the proposed Master Plan Amendment Request for approximately 1.5 acres of land located at the southwest corner of the Waketon Road and F.M. 2499 intersection. This property is located within SPA 5 with a land use of Neighborhood Retail. In 2015, the property was rezoned from Agricultural (AG) to Planned Development - 141 (PD - 141), known as Hawks Hill, with an underlying zoning of Retail -2 (R-2).

The QT team has been actively working towards a new gas station and convenience store at this location for over three years. There has been a significant amount of commercial growth in this area within the past decade and over two million square feet of retail is located just a half mile north of this site. However, with all the commercial growth, the available fuel options are limited and the area is severely under-served. QT is proposing to construct a new facility with 10 fuel pumps and 5,773 square feet of convenience sales. Currently with this application, QT has also submitted an SUP request to be considered by the Town.

The purpose of this Master Plan Amendment application is to revise Sections 3.0, Specific Plan Areas, specifically SPA 5, and to revise Section 4.0, the Urban Design Plan, to allow for a waiver to the pitched roof requirement for buildings 15,000 square feet or less. These sections currently provide for waiver to the pitched roof requirement provided that the building is part of a larger multi-building development of at least 25 acres and is of meritorious design. We would like to add to the waiver criteria to not require pitched roofs on buildings that are not directly adjacent to existing residential uses. We feel that the following reasons support this request:

1. The purpose of the pitched roof requirement is to protect adjacent residential uses by requiring an appropriate transition of architectural elements as the land use changes from non-residential to residential. If a commercial, retail, or restaurant use is located directly adjacent to a residential use, then the building for the non-residential use would need to have a pitched roof, if less than 15,000 square feet in size, in order to minimize impact to the residential use.

QuikTrip – MPA
January 11, 2016
Page 2 of 2

The proposed QT building will be located at least 270 feet away from residential uses and will be surrounded by office/retail/restaurant uses as planned for in the Hawks Hill PD, which was approved last year. Since the building will not be directly adjacent to residential uses, we would like to request the waiver to the pitched roof requirement as stated above.

2. The location of the site is at the southwest corner of two thoroughfares – Waketon Road, which is an Urban Collector, and FM 2499, which is a Major Arterial. This intersection has over 39,000 cars per day travelling through it. It is an optimal location for a convenience/gas station especially since the area is already under-served. Requiring a pitched roof on a non-residential building that is a use which depends on a traffic volume at a heavily-used intersection would diminish the site visibility to passersby. The building architecture has been designed to maximize visibility for motorists with the use of parapets, horizontal/vertical articulation, and other elements. A canopy over the fuel islands is also proposed to increase visibility and protect patrons from the weather. This canopy will be located in front of the building and will block some views of the building from FM 2499. A pitched roof over the entire building/canopy is not necessary and would impact the visibility. Furthermore, since it is directly fronting onto Waketon and FM 2499, a non-pitched roof would have no negative impact on residential uses.
3. Another reason that pitched roofs are required is to prevent the roof equipment from being visible from residential uses. If the building is not directly adjacent to a residential use, as stated in number 1 above, the roof equipment would still be required to be screened to not be visible from a residential property. This is a standard already required in the Master Plan.
4. The QT Corporation has redesigned the exterior elevations to fit in with the uniqueness of Flower Mound. These proposed elevations do not exist for any other QT store and are tailor-made for this project.

For the reasons stated above, we believe the amendment to the Master Plan is favorable since there will be no negative impact to residential uses and is in keeping with the spirit and intent of the Master Plan. We respectfully request that the Town approve this amendment based on the provided reasons. Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,



Robert J. Dollak Jr., P.E.

cc: J.D. Dudley, QT Corporations

4.0 URBAN DESIGN PLAN

Introduction

The Town of Flower Mound Urban Design Plan provides for design direction for landscaping elements within and visible from public rights of way as well as architectural standards for non-residential buildings. The intent of the Urban Design Plan is to reinforce the Master Plan Vision Statement, provide linkage between the built and natural environment and acknowledge and sustain the unique nature of the Town's corporate-commercial, suburban and rural lifestyles.

The conceptual structure of the Urban Design Plan (UDP) and its components was developed as part of the Area Plan and Specific Plan elements of the Town of Flower Mound Master Plan. Through community involvement, focus groups provided direction for the UDP including review of the architectural and landscape design elements. The UDP discusses these elements in detail and provides illustrations of intent. Following the adoption of the Urban Design Plan by the Town Council, some of the design elements will be codified in the Land Development Regulations as appropriate.

In 2009, the firm of Teague Nall and Perkins worked with the Town to update the Town's landscape requirements for roadways. A new document, Median and Rights-of-Way Design Guidelines, was adopted to work in conjunction with the standards in the Urban Design Plan.

The Urban Design Plan is structured to establish community-wide architectural standards for non-residential projects and landscape, gateway and intersection treatments in each of the five districts established by the Land Use Plan:

- Lakeside Business District
- Long Prairie District
- Cross Timbers Conservation Development District
- Denton Creek District
- Prairie Vista District

Each of these Districts is distinct and in a differing stage of development. The predominantly commercial Lakeside Business District and Denton Creek District share the same guidelines. The extensively developed, suburban Long Prairie District has guidelines intended to strengthen and unify an overall community identity. The Cross Timbers District and the Prairie Vista District have guidelines that reinforce its country atmosphere and natural environment.

"...The intent of the Urban Design Plan is to reinforce the Master Plan Vision Statement, provide linkage between the built and natural environment and acknowledge and sustain the unique nature of the Town's corporate-commercial, suburban and rural lifestyles."

4.0 URBAN DESIGN PLAN

Definitions

Articulation: The use of varying depth of wall planes both in the vertical and horizontal dimension to create interest and an aesthetically pleasing appearance in a building facade.

Compatibility Buffer: A 60' min. width Landscape Buffer that includes the use of earthen berms, shrubs, trees and other plant screening elements without suggesting a walled structure. The 60' Compatibility Buffer is located on existing or proposed non-residential or multifamily property.

Curvilinear edge: A curvilinear edge is an undulating line where the planting bed and or groundcover/shrubs meet the lawn area. Curvilinear lines in a natural landscape are considered more aesthetically pleasing.

District Arterials: District Arterials mentioned in the Lakeside Business and Denton Creek Districts, refers to the four lane; 90' R.O.W. Urban minor arterials from the Thoroughfare Plan.

Drifts: A grouping of trees consisting of two to three different species. This condition is found in natural settings, large shade trees are to be randomly spaced (as a standard) at 15' minimum to 35' maximum.

Earthen Berm: An earthen berm is a small man made earth mound that is usually elongated and natural in shape and character, as a landscape element, a berms primary purpose is to both limit views in a natural way and to enhance the ground plane vegetation.

Gateways: Gateways are referred to the impression upon entering the town limits of Flower Mound. A statement of rural character is emphasized by the use of groves and/or drifts, a standard rural fence or other similar fencing and landscape elements, signage and plantings dependant on which district within which they occur. **Please see the Town's Median and Right of Way Design Guideline for additional information.*

Groves: A grouping of trees comprised of the same species. Large shade trees are to be randomly spaced (as a standard) at 15' minimum to a 35' maximum spacing distance.



Standard Rural Fence

Standard Rural Fence: A multi-railed or pipe fence, with a minimum of two rails or pipes, with the bottom rail/pipe at least twelve inches (12") above ground for a two-rail/pipe fence, in white, black, dark green, or an earth-tone color used to reinforce the rural and equestrian nature of the Cross Timbers Conservation Development District.

Street Buffer: A landscape screening element located on private property adjacent to the street right of way line.

Town Entrance Landscape: The Town Entrance Landscape is the R.O.W. area in principal arterials located in both Lakeside Business & Denton Creek districts.

4.0 URBAN DESIGN PLAN

Architectural Standards

The following standards for non-residential architecture throughout Flower Mound are intended to reflect the Town's Master Plan goal of creating development of "enduring and exemplary quality and design." Their purpose is to encourage building design of meritorious quality throughout the Town and prohibit franchise architecture.

The Central Business District (CBD) is a unique mixed use development, as such buildings within the CBD shall not be required to conform to the following standards, but rather buildings within the CBD shall be required to conform to the Mixed Use Architectural Standards set forth later in this section.

1. Design Review

- 1.1. Determination of a proposed building design's compliance with these standards will be made by the Town's staff and/or Planning and Zoning Commission and Town Council.
- 1.2. In considering conformance to these standards, the Town will evaluate the suitability of meritorious design that might not comply exactly with these standards, but that is of exceptional enough design quality that it would be a desirable addition to the Town.

2. Franchise Architecture

- 2.1. To ensure that the character and quality of retail and commercial buildings or structures contribute to desired community character objectives, franchise architecture is prohibited. The term "franchise architecture" means the design and construction of buildings for which the tenants and/or uses are readily recognizable solely by the buildings' architectural elevations, colors, materials, other architectural elements and/or the arrangement thereof.

Examples of Compliant Architecture:



4.0 URBAN DESIGN PLAN

Examples of Non-Compliant Architecture:



3. Facade Articulation of Low-rise non-residential buildings (one to two stories)

3.1. Each building elevation of 80 linear feet or less may be a single plane.

Examples of Compliant Façade Articulation of non-residential buildings 80 linear feet or less:



4.0 URBAN DESIGN PLAN

Examples of Non-Compliant Façade Articulation of non-residential buildings 80 linear feet or less:



3.2. Each building elevation greater than 80 linear feet up to a maximum of 250 linear feet, should have a minimum of two planes, offset by a minimum of two feet.

Examples of Compliant Façade Articulation of non-residential buildings between 80 and 250 linear feet:



4.0 URBAN DESIGN PLAN

Examples of Non-Compliant Façade Articulation of non-residential buildings b/t 80 and 250 linear feet:



3.3. Each building elevation greater than 250 linear feet, should have a minimum of three planes, each offset by a minimum of two feet.

Examples of Compliant Façade Articulation of non-residential buildings greater than 250 linear feet:



4.0 URBAN DESIGN PLAN

Examples of Non-Compliant Façade Articulation of non-residential buildings greater than 250 linear feet:



4. Façade Articulation of non-residential buildings of three stories or greater.

- 4.1. Each building elevation should have a minimum of two offsets in vertical and horizontal planes, with each plane being offset by a minimum of two feet.

Examples of Compliant Façade Articulation of non-residential buildings of three stories or greater:



4.0 URBAN DESIGN PLAN

Examples of Non-Compliant Facade Articulation of non-residential buildings of three stories or greater:



5. Facade Materials

- 5.1. Elevations of low-rise non-residential buildings (one to two stories) should be a minimum of 50% masonry, excluding doors and windows, consisting of stone, brick or finished tilt-wall concrete, or a mixture of those materials.

Examples of Compliant Façade Materials:



4.0 URBAN DESIGN PLAN

Examples of Non-Compliant Façade Material:



- 5.2. Elevations of non-residential buildings of three stories or greater should be a minimum of 40% masonry, excluding doors and windows, consisting of stone, brick or finished tilt-wall concrete, or a mixture of those materials.

Examples of Compliant Façade Material of non-residential buildings three stories or greater:



4.0 URBAN DESIGN PLAN

Examples of Compliant Façade Material of non-residential buildings three stories or greater:



- 5.3. At least 80% of each building elevation, excluding doors and windows, should be primary masonry, consisting of hand-laid brick or stone, or of finished tilt-wall concrete. Up to 20% of each building elevation may be secondary masonry, consisting of concrete block, e.i.f.s., or stucco.

Examples of Compliant Primary Façade Material:



4.0 URBAN DESIGN PLAN

Examples of Non-Compliant Primary Façade Material:



5.4. Outward facing mirrored glass may not be used.



6. Facade Colors

6.1. Colors comprising at least 80% of each elevation of the building should be primarily natural and **earth** tone colors. The range of tones include, but are not limited to: ochre, brown, umber, rust, olive, beige, taupe, sepia, white, off-white and slight variations. Further definition of building colors is provided in the Town's Land Development Regulations.

4.0 URBAN DESIGN PLAN

Examples of Compliant Façade Colors:



Examples of Non-Compliant Façade Colors:

4.0 URBAN DESIGN PLAN

- 6.2. Accent colors may comprise the remaining 20% of each building elevation, and should relate to the base tones. Decorative canopies, special elements, including patio umbrellas and signage can be more contrasting in color as appropriate.

Examples of Compliant Façade Accent Colors:



Examples of Non-Compliant Façade Accent Colors:



7. Pedestrian Scale

- 7.1. A pedestrian scale is desired near entry points of buildings to relate to the users. This scale can be achieved through the use of arcades, porte-cocheres, loggias and entry gardens which help buildings transition to a pedestrian scale environment.

4.0 URBAN DESIGN PLAN

Examples of Compliant Pedestrian Scale:



Examples of Non-Compliant Pedestrian Scale:



4.0 URBAN DESIGN PLAN

8. Building Entry Points

- 8.1. Buildings should have a recognizable main entry, which should directly relate to the primary street address of that building .

Examples of Compliant Building Entry Points:



Examples of Non-Compliant Building Entry Points:



4.0 URBAN DESIGN PLAN

8.2. These entry points should have an identifiable design presence through a change of materials, variation of wall planes and roof features.

Examples of Compliant Building Entry Points:



Examples of Non-Compliant Building Entry Points:



4.0 URBAN DESIGN PLAN

- 8.3. Building entry points should have site design features such as special paving, landscaping, pedestrian lights, pedestrian benches, earth forms, water fountains / displays and other furnishings.

Examples of Compliant Building Entry Points:



Examples of Non-Compliant Building Entry Points:



4.0 URBAN DESIGN PLAN

9. Unified Design Theme

- 9.1. A grouping of buildings (3 or more) should have a unified design theme for all buildings within the development. This design theme may be unique to the development, but should maintain a standard of high-quality construction and should respect the contextual setting of the development within its district.

Examples of Compliant Unified Design Theme:



Examples of Non-Compliant Unified Design Theme:



4.0 URBAN DESIGN PLAN

10. Building Orientation

10.1. Highly visible locations from major and minor arterials need to reflect an architectural prominence, with particular attention being paid to architectural quality on the facades, rooflines and elevations visible from these thoroughfares.

Examples of Compliant Building Orientation:



Examples of Non-Compliant Building Orientation:



4.0 URBAN DESIGN PLAN

- 10.2. Buildings near natural features and view sheds should respond to them in a manner that respects and preserves the feature, in such a way that the environment can be a marketable element of the development.

Examples of Compliant Building Orientation:



Examples of Non-Compliant Building Orientation:



4.0 URBAN DESIGN PLAN

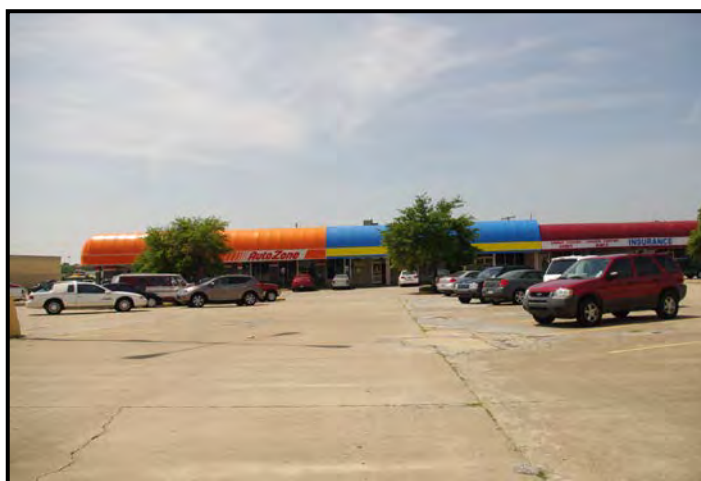
11. Massing and Form

11.1. Building massing (elevations & floor plate configurations) should vary to avoid monotony and linear forms. Strip or linear retail development is not desirable.

Examples of Compliant Massing and Form:



Examples of Non-Compliant Massing and Form:



4.0 URBAN DESIGN PLAN

11.2. Building floor plans should be sited in order to create definable pedestrian spaces: courtyards, pocket areas, larger sidewalks, variations of outdoor space, etc., which are all desirable design attributes that should be taken into consideration in the overall site design plan.

Examples of Compliant Massing and Form:



Examples of Non-Compliant Massing and Form:



4.0 URBAN DESIGN PLAN

11.3. Building Form (articulation, scale and proportion) should be contextual. Buildings should be in a harmonious relationship to each other to promote an atmosphere of consistency of form rather than style relationships only.

Examples of Compliant Massing and Form:



Examples of Non-Compliant Massing and Form:



4.0 URBAN DESIGN PLAN

12. Roofs and Parapets

12.1. Roofs of non-residential buildings 15,000 square feet or less are to reflect hip and/or gable styles that replicate residential scale and pitch, provided that the Town Council may approve, upon recommendation from the Planning and Zoning Commission, a waiver request to this requirement for buildings within SPA 1, SPA 5 or SPA 6, consistent with the requirements in Section 3.0(g) of SPA 1, Section 3.0(m) of SPA 6 and Section 3.0(a) and (o) of SPA 5. In designing a residential scaled roof for non-residential buildings 15,000 square feet or less, the goal shall be a roof that provides for characteristic roof pitches/slopes of residential homes in the Town of Flower Mound (6/12 to 9/12 slope) and high steeply-pitched and/or expansive roof pitches/slopes shall be avoided.

Examples of Compliant Pitch Roof:



Examples of Non-Compliant Roofs:



4.0 URBAN DESIGN PLAN

- 12.2. Buildings of one or two stories over 15,000 square feet may have a flat or low-slope roof, but should use a parapet wall or mansard roof along the building perimeter, so that the flat or low-slope roof and any roof top mounted mechanical equipment is not visible from the public right-of-way or from neighboring residential buildings.

Examples of Compliant Flat Roof:



Examples of Non-Compliant Roof:



13. "Big box" and warehouse/industrial development

- 13.1. The development of "Big box" retail, as defined by the Town's Land Development Regulations, and warehouse/industrial development shall follow the above architectural standards except as follows:

- 13.1.1. Generally, buildings should avoid long, monotonous, uninterrupted walls or roof planes. The location of required building wall offsets, including projections, and recesses should be in context with the length of the building and used to add architectural interest and variety, and to relieve the visual effect of a simple, long wall.

4.0 URBAN DESIGN PLAN

Roofline offsets should be provided in order to provide architectural interest and variety to the massing of the building and to break the roof into smaller scale components. Concentrating articulation for “big box” retail and large scale warehouse/industrial buildings at entry points and the corners of the building may be acceptable if other architectural details/accents and enhanced landscaping are used to mitigate the expansiveness of the wall.

Examples of Compliant “Big-box” and warehouse/industrial articulation:



4.0 URBAN DESIGN PLAN

Examples of Non-Compliant “Big-box” and warehouse/industrial wall articulation:



13.1.2. Tilt-wall concrete that is used to meet the minimum masonry requirement of 80% on any elevation should include details and patterns that provide interest to the tilt-wall component. Such detail can be accomplished by patterned scoring, casting, texturing, or other finishing treatment.

Examples of Compliant “Big-box” and warehouse/industrial finished tilt-wall detail:



4.0 URBAN DESIGN PLAN



4.0 URBAN DESIGN PLAN

Examples of Non-Compliant “Big-box” and warehouse/industrial tilt-wall:



14. Open Space and Amenity Areas

14.1. Open space and amenity areas as required by the Master Plan or as proposed for a Planned Development District should have the following elements:

14.1.1. Open space and amenity areas should be integral to the development and include a plaza, park, linear greens, environmental preserves, or public square that serves as a prominent visual enhancement for the development, and provides amenities for employees and shoppers, is effective with the first phase of development, and adds value to nearby buildings;

Examples of Compliant Open Space and Amenity Areas:



4.0 URBAN DESIGN PLAN



4.0 URBAN DESIGN PLAN

14.1.2. Open space and amenity areas should include enhanced landscape plantings and landscaped features and may include water elements that are connected to the development by sidewalks;

Examples of Compliant Open Space and Amenity Area:



4.0 URBAN DESIGN PLAN



4.0 URBAN DESIGN PLAN



4.0 URBAN DESIGN PLAN

- 14.1.3. Open space and amenity areas may include the preservation of existing wooded areas, view sheds, water bodies, topography, and stream corridors in a natural and contiguous state.

Examples of Compliant Open Space and Amenity Area:



15. Redevelopment

- 15.1. Buildings / sites planned for redevelopment are subject to the above architectural standards of the Urban Design Plan. In each case, amendments to a building's elevations and/or site plan should meet each requirement above or be in substantial conformance thereto. If complete conformance to the above standards cannot be practically achieved, substantial conformance is demonstrated by illustrating that the proposed changes to the elevations and/or site plan have moved the building / site closer to conformance with the standards and increased the building's enduring quality and design as applicable within the Town's Master Plan.

3.0 SPECIFIC PLANS

Specific Plan Use and Interpretation

The Specific Plans within the previous Master Plan have been carried over to this Master Plan. The following Specific Plans accommodate the need for quality neighborhood and village retail development, areas appropriate for professional office use, low-density residential land use and safeguards for adjacent developed residential subdivisions. The images of buildings, parking, circulation and open space are a conceptual diagram only. They are intended to provide an understanding of building relationships to each other and to the street, parking relationships, circulation points of entry and exit, and the role of public open space.

The drawings illustrating each Specific Plan are not intended to be taken as literal designs, but as diagrams which illustrate the planning and design intent.

All portions of the Specific Plans fall under the control of Flower Mound's Land Development Regulations and the "SMARTGrowth" Program.

Definitions

Special Land Use and Development Types

Campus Commercial

Large-scale developments such as corporate offices, office parks, hotels, resorts and similar uses, in a planned campus settings. Retail and restaurant uses serving the campus commercial uses could be included, if they are planned as integral elements of the developments. Architecture should be uniform in style and character.

Campus Industrial

Large-scale developments such as corporate offices, office parks, service/repair, light industry, clean-assembly and similar uses, in a planned campus setting. Retail and restaurant uses serving the campus industrial uses could be included, if they are planned as integral elements of the developments. Architecture should be uniform in style and character.

Major Retail

Major Retail is commercial development that provides a regional attraction for customers. Land uses include retail, office and professional office. The buildings should be oriented around an open space amenity and parking should be divided into smaller sized areas. Architectural style should be uniform, minimizing the franchise appearance. Large pad retail is included in this category, but it should have less than typical visual exposure to the street, broken up visually by the open space, existing trees and/or the layout of related structures. Large pad retail is governed by the regulations of the Flower Mound Big Box Ordinance.

Village Retail

Village Retail is a commercial development similar in design intent as neighborhood retail but with a more active and larger scale emphasis. The retail level of service is designed to attract a broader demographic and larger amount of population than just the local neighborhood customers. Land uses include retail, office and professional office and will be organized around an open space amenity. The architecture will be uniform in style and should have double-sided access if appropriate. Building height may be more than one story.

Neighborhood Retail

Neighborhood Retail is a development that provides neighborhood level retail services. The development is to be organized around an open space amenity. Scale of buildings should be responsive to residential scale, roofs should be hipped or gabled and the architectural style should be

3.0 SPECIFIC PLANS

uniform. Parking should be broken into smaller sized areas and retail buildings should have double-sided access where appropriate.

Office

Office and services uses ranging from garden office developments for small professional practices to larger, multi-story facilities for large tenants. This category would not typically include retail uses, except for incidental service or convenience retail for the office-building tenants. In larger office districts, restaurants are encouraged within walking distance of the office buildings. Architecture should be uniform in style and character.

Flex Office

Office, distribution, warehouse, light industry, clean-assembly, possibly located within a single structure, with the street facing elevation having a typical office appearance and high-quality level of finish.

Mixed use

A variety of office, retail and residential uses within pedestrian oriented, vertical and horizontal mixed use environments. Components of a mixed use development include specialized street standards, open space and plazas and enhanced architectural standards. Mixed use developments are intended to accommodate a physical pattern of development often found in historic American downtown areas.

Site Plan Elements

Living Screen Buffer

A strong emphasis is given to the use of 30' wide landscape buffers to screen parking and dissimilar land uses. Living screen buffers to provide separations between retail and/or office uses from residential neighborhoods. These buffers are living screens made up of plant material only. The plant material should be an evergreen screen a minimum of six feet in height after two growing seasons. It should provide a soft, green and natural appearance while providing a secure barrier. If security is an issue, open fencing may be used in the center of the buffer such as wrought iron, steel, aluminum or green vinyl-clad chain link fence. These buffers must comply with the compatibility buffer and setback requirements of the Land Development Regulations.

Corridor Landscape

The corridor landscape concept is a sinuous landscape design inside and outside the right-of-way of US 377, FM 1171 and FM 2499 in the specific plan boundaries of plans 5, 6, and 8. The concept is to create an undulating landscape along these major corridors, establishing a vocabulary that is consistent in pattern for these two major gateways into Flower Mound. A curvilinear sidewalk should meander somewhere between the curb of the street and the limit of the 25' landscape buffer. Turf should occur between the curb of the street and the sidewalk. Plantings should occur between the sidewalk and the buffer limit line. The plantings should be a combination of groves of trees, separated by low shrubs, tall grasses and or wildflowers. Plantings and sidewalk should meander through the right-of-way line. Please refer to the Town's Median and Right-of-Way Design Guidelines for additional requirements.

Gateway

Definition for gateway treatments is defined in the Urban Design Plan element of the Master Plan .

3.0 SPECIFIC PLANS

Pedestrian Open Space

A pedestrian open space is an open area that can be composed of either hardscape or planting materials, or a combination of the two, offering visual and physical relief from the necessary parking and building environment. This pedestrian amenity should act as an organizing element around which structures and parking are placed. Open space could also include detention or retention ponds if they are integrated on the site in an aesthetically pleasing manner. Additional direction for Pedestrian Open Space is provided within the Urban Design Plan element of the Master Plan

Parking/Loading/Refuse

Future development must comply with the parking/loading/refuse area requirements of the Land Development Regulations.

Design Guidelines

Buildings within a single development should adhere to a common architectural style. Building heights should be in conformity with the Land Development Regulations or specific requirements of a Planned Development. Construction materials should adhere to the requirements of the Land Development Regulations. Additional recommendations are included in the Town of Flower Mound Urban Design Plan.

3.0 SPECIFIC PLANS

Specific Plan Area #5

Specific Plan Area #5 is bounded on its southern limit by Timber Creek and extends north to the intersection of FM 2499 and Dixon Road. Rippy Road, Waketon Road and Chinn Chapel Road form the western boundary of the plan area. The eastern element of the plan is a strip approximately five-hundred feet in depth that extends from Timber Creek to the south connecting to Dixon Road to the north.

The general land use concept for Specific Plan Area #5 is one that mixes low-density residential with neighborhood retail, village retail, and professional office. The locations for commercial were established from an analysis of the proposed transportation system and existing development patterns.

Within Specific Plan Area #5, College Parkway, Waketon Road and Dixon Road intersect with FM 2499. Possible development around these key intersections should serve to accommodate the Town's need for an expanded retail base.

In each of the neighborhood retail development areas emphasis is placed on orientation of buildings, creating public open space, landscape buffers and limited access to aid transportation and traffic flows.

On the west side of FM 2499 beyond the neighborhood retail and village retail land uses are segments of residential low density land use that extend to the limit of the plan area. Points of pedestrian access interconnect the neighborhood retail and residential developments.

A unique design element is the use of landscape screens that vary from 30' to 50' in width along both sides of FM 2499. Along the western and northern boundary abutting the roadways is the Town's pedestrian trail system extending through the plan area and linking with the trail system beyond.

Elements included in Specific Plan #5 are as follows:

- a. Neighborhood and village retail and/or professional office land uses are identified along the corridor with major retail at and about the southwest corner of Dixon Road and Long Prairie Road (FM 2499) (the "Robertson's Creek development"). The key concerns for planning these developments are as follows:
 - Development organized around public open space amenity.
 - Amenity can be a public square or other form.
 - Surface parking to be divided into units of 100 cars or less, and landscaped in accordance with the Town's Land Development Regulations, except for the Robertson's Creek development.
 - Only single double-sided bay of parking along FM 2499 frontage.
 - Limit curb cuts from major roads by coordinating curb cuts between adjoining properties.
 - Double-sided access to retail that faces public open space amenity element.
 - Uniform architectural design within contiguous areas.
- b. Realignment of Waketon Road with large radius curves for vehicular safety in two locations was Waketon Road transitions from a north-south alignment to an east-west alignment west of FM 2499. The intersection of Waketon and FM 2499 should be signalized at the time that it meets UMTCD warrants, as should other major intersections of public streets.
- c. Low density residential is recommended along the east side of Rippy Road south of Waketon Road. The depth of this land use is recommended to be 550' from Rippy Road, measured from the ROW line at Rippy Road and parallel to the Rippy Road ROW line.

3.0 SPECIFIC PLANS

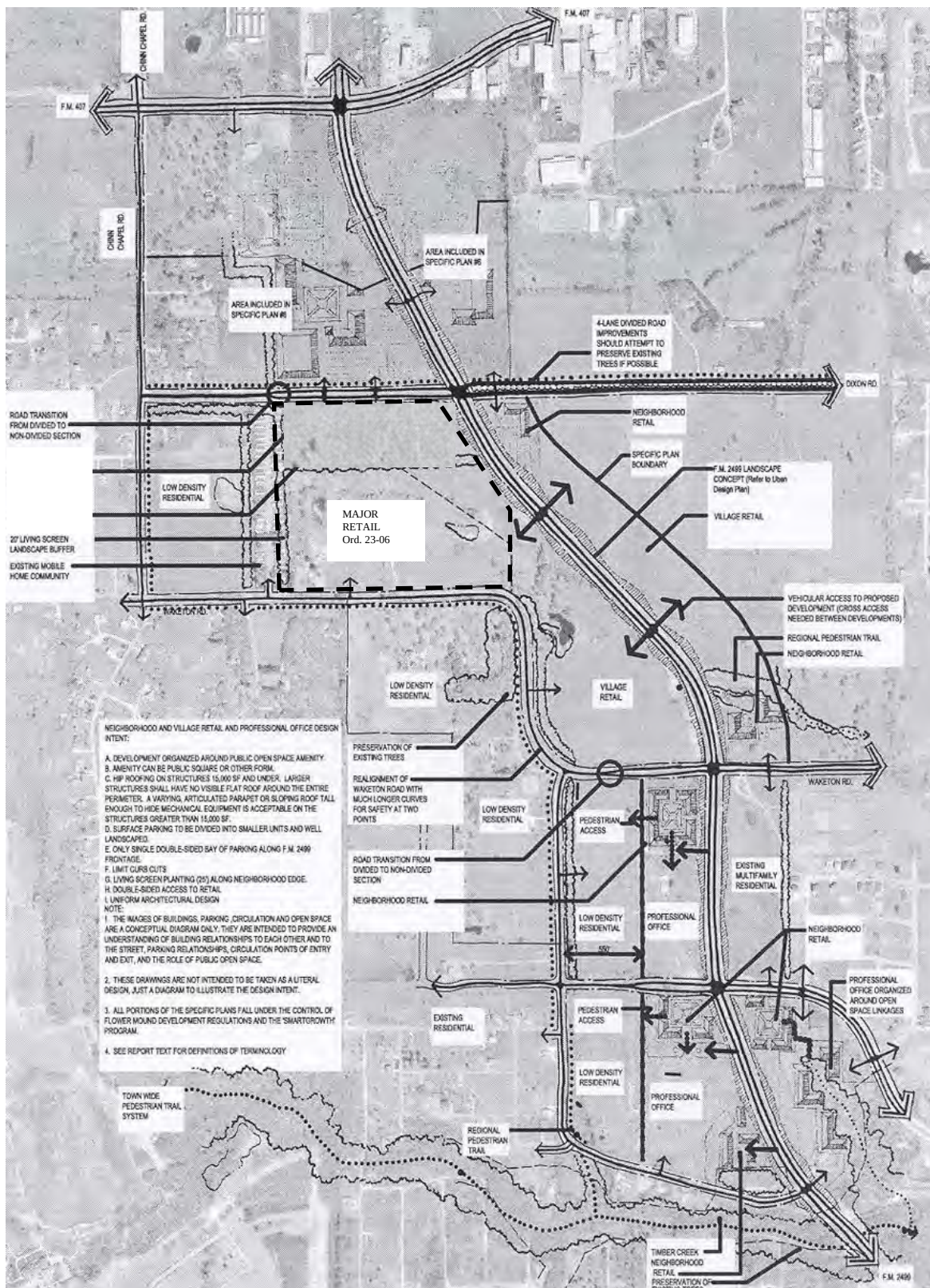
- d. Low density residential also is recommended along the west side of Rippy Road to the limits of Specific Plan Area #5.
- e. Village retail is recommended along FM 2499, as indicated on the plan, to increase economic development opportunities and commercial land uses along FM 2499.
- f. Neighborhood retail is recommended along Dixon Road in the northern limits of this Specific Plan. The vehicular access to this retail should be coordinated with the access for the Major Retail north of Dixon Road in Specific Plan Area #6.
- g. FM 2499 should have a landscape treatment of long sweeping curves of plantings that vary between 20' and 35' from the maximum ROW line.
- h. Pedestrian linkages should be provided between neighborhood retail/professional office land uses and the adjacent residential uses. These pedestrian linkages are to be integrated into all site planning for development proposals in the identified areas.
- i. Dixon Road, Waketon Road and College Road respectively, west of FM 2499 as indicated on the plan, are proposed to transition from a divided road section to an undivided section with a more rural character. This character should include no median and consideration of a swale drainage system instead of concrete curb and gutter.
- j. The existing trees along Dixon Road are to be integrated and preserved as Dixon Road is improved and/or widened, as much as is fiscally possible. If preservation of the trees is to occur, additional ROW will need to be acquired for roadway improvements.
- k. A Town-wide pedestrian trail system has been adopted as part of the Town's Parks and Trails Master Plan. Its location in this Specific Plan is indicated by the dots linking neighborhoods together. The system should follow creek alignments and existing tree stands as much as possible.
- l. A 30' wide living screen landscape buffer is recommended between commercial developments adjacent to all residential land uses. These buffers would also be required to include masonry walls between dissimilar land uses, as required by the Town's Land Development Regulations.
- m. Limited curb cuts will be allowed along FM 2499. Access drives should be coordinated so that they allow cross-vehicular movement for more than one property.
- n. Buildings should incorporate human-scale proportions at entries and front facades through the use of arcades, porte-cocheres, and other shade producing elements.
- o. Roofs of commercial buildings 15,000 SF and under are to be hip, gable or a combination of the two. The Town Council may approve, upon recommendation from the Planning and Zoning Commission, a waiver request to this requirement for buildings within this SPA 5 provided that: (1) any such building(s) being considered for a waiver shall be part of a large-scale multi-building development of 25 acres or larger; and, (2) possessing a meritorious Unified Design Theme. Structures larger than 15,000 SF should have no visible area of flat roof from any adjacent properties. A mansard parapet structure, in a combination of vertical and sloping sections, will be required along 100% of the roof perimeter.

3.0 SPECIFIC PLANS

- p. The black arrows connecting roadways with development areas identify primary curb cuts for vehicular access. The location of property access will be dependent on adjacent property circulation, final site plan design and projected traffic data as defined by a transportation planner.
- q. No development shall occur in the Timber Creek 100-year floodplain.

3.0 SPECIFIC PLANS

Specific Plan Area #5

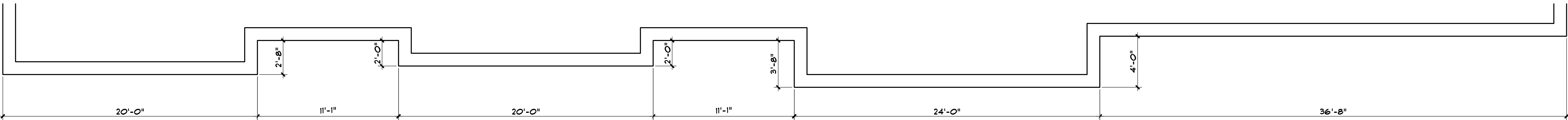


Attachment A(5): Approved Conceptual Elevations

		North	South	East	West
1.	Total Facade S.F.	1454 s.f.	1481 s.f.	2575 s.f.	2554 s.f.
2.	Facade S.F. (exclusive of doors and windows)	1068 s.f.	1004 s.f.	1605 s.f.	1882 s.f.
3.	Doors and Windows S.F.	341 s.f.	472 s.f.	970 s.f.	671 s.f.
4.	Primary Masonry totals (Min. 80%)	965 s.f. and 90% of 2.	935 s.f. and 93% of 2.	1424 s.f. and 84% of 2.	1572 s.f. and 84% of 2.
	• Brick s.f. (as applicable)	126 s.f. and 12% of 2.	16 s.f. and 2% of 2.	181 s.f. and 11% of 2.	345 s.f. and 18% of 2.
	• Stone s.f. (as applicable)	286 s.f. and 27% of 2.	474 s.f. and 47% of 2.	561 s.f. and 35% of 2.	272 s.f. and 15% of 2.
	• Tilt Wall s.f. (as applicable)	553 s.f. and 51% of 2.	440 s.f. and 44% of 2.	687 s.f. and 43% of 2.	955 s.f. and 51% of 2.
5.	Secondary Masonry totals (max. 20%)	103 s.f. and 10% of 2.	74 s.f. and 7% of 2.	176 s.f. and 11% of 2.	310 s.f. and 16% of 2.
	• Stucco s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.
	• EIFS s.f. (as applicable)	103 s.f. and 10% of 2.	74 s.f. and 7% of 2.	176 s.f. and 11% of 2.	310 s.f. and 16% of 2.
	• Hardiplank s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.
	• Split-Face Brick s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.



SOUTH ELEVATION SCALE 1/4"=1'-0"

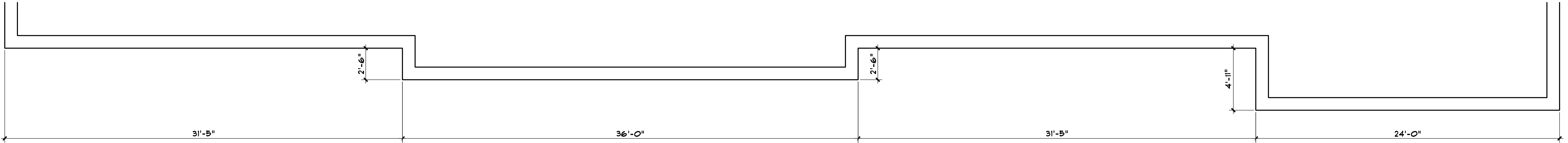


EAST ELEVATION SCALE 1/4"=1'-0"

		North	South	East	West
1.	Total Facade S.F.	1454 s.f.	1481 s.f.	2575 s.f.	2554 s.f.
2.	Facade S.F. (exclusive of doors and windows)	1068 s.f.	1004 s.f.	1605 s.f.	1882 s.f.
3.	Doors and Windows S.F.	341 s.f.	472 s.f.	970 s.f.	671 s.f.
4.	Primary Masonry totals (Min. 80%)	965 s.f. and 90% of 2.	935 s.f. and 93% of 2.	1424 s.f. and 84% of 2.	1572 s.f. and 84% of 2.
	• Brick s.f. (as applicable)	126 s.f. and 12% of 2.	16 s.f. and 2% of 2.	181 s.f. and 11% of 2.	345 s.f. and 18% of 2.
	• Stone s.f. (as applicable)	286 s.f. and 27% of 2.	474 s.f. and 47% of 2.	561 s.f. and 35% of 2.	272 s.f. and 15% of 2.
	• Tilt Wall s.f. (as applicable)	553 s.f. and 51% of 2.	440 s.f. and 44% of 2.	687 s.f. and 43% of 2.	955 s.f. and 51% of 2.
5.	Secondary Masonry totals (max. 20%)	103 s.f. and 10% of 2.	74 s.f. and 7% of 2.	176 s.f. and 11% of 2.	310 s.f. and 16% of 2.
	• Stucco s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.
	• EIFS s.f. (as applicable)	103 s.f. and 10% of 2.	74 s.f. and 7% of 2.	176 s.f. and 11% of 2.	310 s.f. and 16% of 2.
	• Hardiplank s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.
	• Split-Face Brick s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.



NORTH ELEVATION SCALE 1/4"=1'-0"



WEST ELEVATION SCALE 1/4"=1'-0"

Attachment B(1): Proposed Elevations



		North	South	East	West
1.	TOTAL Facade S.F.	1238 SF	1238 SF	2428 SF	2293 SF
2.	Facade S.F. (exclusive of doors and windows)	976 SF	976 SF	1744 SF	2027 SF
3.	Doors and Windows S.F.	262 SF	262 SF	684 SF	266 SF
4.	Primary Masonry totals (Min. 80%)	778 SF and 80% of 2	778 SF and 80% of 2	1392 SF and 80% of 2	1890 SF and 93% of 2
	• Brick S.F.	470 SF and 56% of 2	470 SF and 56% of 2	908 SF and 52% of 2	1552 SF and 88% of 2
	• Stone S.F.	307 SF and 24% of 2	307 SF and 24% of 2	484 SF and 28% of 2	338 SF and 7% of 2
	• Tilt Wall S.F.	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2
5.	Secondary Masonry totals (Min. 20%)	190 SF and 20% of 2	190 SF and 20% of 2	519 SF and 20% of 2	109 SF and 7% of 2
	• Stucco S.F.	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2
	• EIFS S.F.	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2
	• Hardiplank S.F.	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2
	• Facia/ Canopy	191 SF and 20% of 2	191 SF and 20% of 2	352 SF and 20% of 2	139 SF and 7% of 2





QuikTrip.
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #
0944

Serial #
08-0944-BSST

Angle Entry w/Custom Hip
Roof – Building Elevations

Scale:
1/8"=1'-0"

Issue Date:
02.25.16

Address:
SWC FM 2499 & Waketon Road

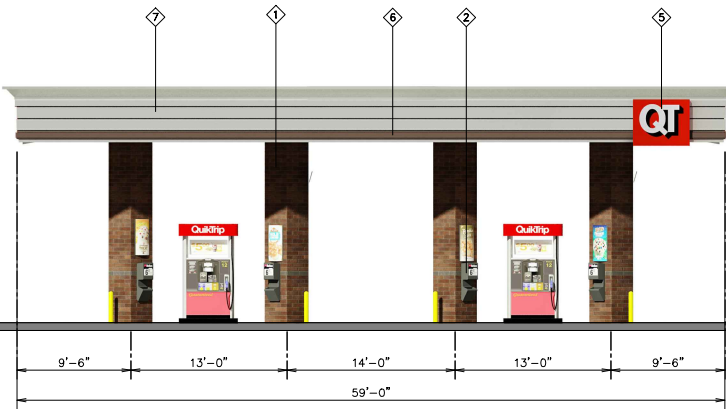
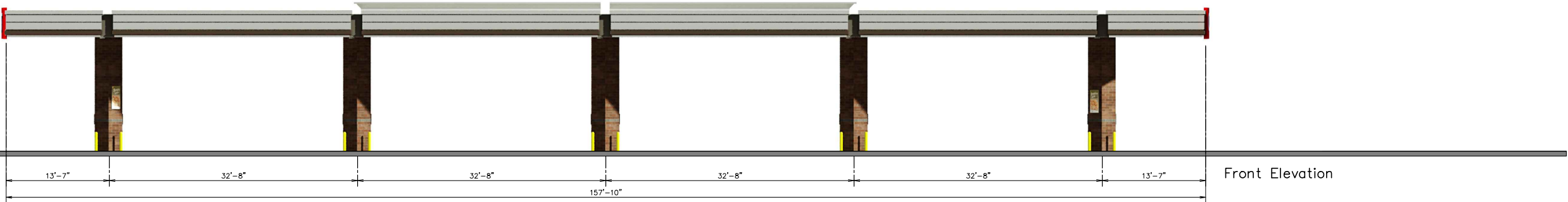
Drawn By:
JK

Rev/Notes:

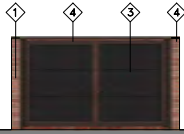
City, State:
Flower Mound, TX

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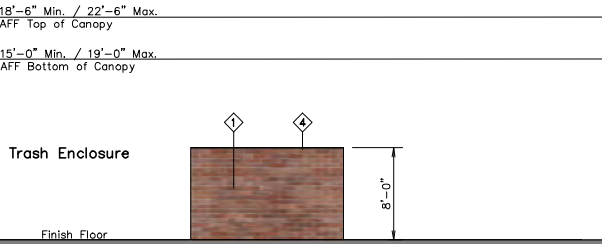
#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	ALZ ALUMINUM	ALPOLIC	PASCEA
4	QT RED	LANE	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	DARK BRONZE	LANE	METAL/PAIN
7	QT BROWN	SHERWIN WILLIAMS	PAINT
8	CL-SUR	ALLEN INDUSTRIES	SIGNAGE
9	BUCKINGHAM	LANDMARK STONE	STACKED STONE
10	108-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE



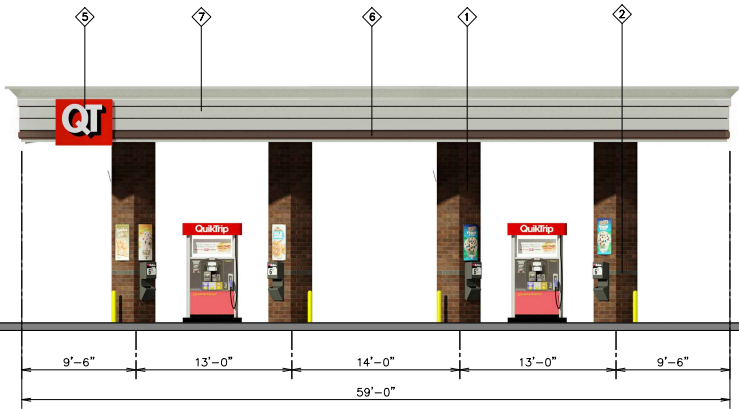
Left Elevation



Front Elevation



Side Elevation



Right Elevation



QuikTrip.

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store # 0944 GD10 Gas Canopy Elevations

Serial # 08-0944-GD10

Scale: 1/16"=1'-0"

Issue Date: 12.21.15

Address: SWC FM 2499 & Waketon Road

Drawn By: JK

Rev/Notes:

City, State: Flower Mound, TX

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT BLACK	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
4	DARK BRONZE	LANE	METAL/PART
5	IDC-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
6	QT Brown	LANE	NON-ILLUMINATED BAND
7	HLZ-ALUMINUM	ALPOLIC	CANOPY

From: Kerstin Boodee
Sent: Saturday, March 19, 2016 5:24 PM
To: Mayor - Tom Hayden; Place1 - Mark Wise; Place3 - Kevin Bryant; Place2 - Bryan Webb; Place4 - Steve Dixon; Place5 - Itamar Gelbman; planning
Subject: Hawks Hill QT SUP16-0001 and MPA16-0001 Third Round Comments

Dear City Council & Planning & Zoning Committee,

With regards to the upcoming applications for Hawk Hills QT gas station scheduled for the March 28 P&Z and April 4 Town Council meetings, please record my opposition to the current QT architectural design proposal.

The current QT design proposal is not in line with the Town's Architecturally Standards and should therefor not be approved.

Please stand firm to the Flower Mound design standards as this is what makes our city so special.

It will only take one case to set an example for future applications to by pass town design standards.

Thank you very much

Kerstin Boodee
5316 Sining Brook Road
Flower Mound

From: Judy Cortinas

Sent: Wednesday, March 23, 2016 2:34 PM

To: Chuck Russell; Doug Powell; planning; Town Council; Town Secretary's Office; Jimmy Stathatos

Subject: INSIST QUIKTRIP MAINTAINS FLOWER MOUND EXCELLENCE IN DESIGN

First, I would like to commend our Town's Planning Department insistence to QT that they maintain the exemplary design that has always been required of Flower Mound's commercial/retail developments.

Please do not let QT build the designs they have submitted. The Planning Department disagrees with the designs they have brought forward, and we do, too. They do not match the designs of the PD, and do not meet the Town's criteria for exemplary design. It does not seem right that they (the Developer) can chose to override this as a Master Plan Amendment.

Driving from 407 down 2499, I take pride in all the retail developments attention to Flower Mound's building and design requirements. They worked with the Town to build amazing designs and exemplary buildings. QT should be required to do the same.

I am sending pictures of Southlake's QT and it seems to be of much better design than the one they are presenting to Flower Mound. The gas pump canopies even have a stone work look to them.

While we have been reluctant to accept such a huge gas station at this corner, it is much easier to accept it with a design that will match the existing requirements of the PD, and Flower Mound's requirement of excellence in design.

Please do not approve their designs and the SUP until they bring a design plan that belongs in Flower Mound. I feel sure they can do this.

Thank you,

Rudy and Judy Cortinas
3301 Pecan Meadows Dr
Flower Mound, TX 75028





From: Missy Grant
Sent: Wednesday, March 23, 2016 9:40 PM
To: planning
Subject: Opposition to QT as proposed

Dear Planning & Zoning Commission,

Thank you for your continued efforts to hold in high regard the standards for business development in our town.

I am writing to express my concern over the Quik Trip (QT) as proposed for part of the Hawks Hill development. Unfortunately, I will not be able to make the March 28 or April 4 TC meetings. Please accept this letter in lieu of my personal appearance and include it in the record as if I were there in person. My concerns are as follows:

Size of QT - the size of the convenience store/gas station seems disproportionate to the Town's need. While I am sure QT has demographic data to justify such an expansive service station, I do not believe it is in the Town's best interest to have a gas station of that magnitude in as close proximity as it is to the other existing stations along 2499 and 407/Cross Timbers. Twenty pumps seems like overkill, where half that would likely be sufficient. Just because the developer can justify it doesn't mean the Town should approve it as is.

24-hour operation - the placement of the QT as the "hallmark" of Hawks Hill (i.e., at the top with no wind breaks or natural barriers on the south and west sides of the property since the trees in this development and in Highland Court will be significantly smaller and/or removed) risks significant light and noise pollution to the surrounding neighborhoods 24/7. I would respectfully request an earlier close time. Even if pumps are available 24/7, the store itself could be constrained to more appropriate business hours commensurate with other businesses in that same tract, with constraints that would help reduce the impact of light and noise.

Design standards - based on the comments in the most recent documents, it appears QT is not willing to sufficiently subscribe to Flower Mound's rigorous design standards. Although it appears some concessions have been made, changes to a franchise brand that are not in keeping with the Town's standards should not constitute meritorious design just because *some* changes have been made, especially when direction from Town staff has been clear and consistent.

Thank you for your careful deliberation on this project to protect the design and commercial development standards that make Flower Mound unique.

Regards,
Melissa S. Grant
3303 Sycamore Dr.
Flower Mound, TX 75028

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

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 #5 (SPA 5), THROUGH THE AMENDMENT OF SUBPARAGRAPH (O) OF THE TEXTUAL PROVISIONS CONTROLLING THE DEVELOPMENT OF SAID SPECIFIC PLAN AREA BY ADDING AN EXCEPTION TO THE ROOF STANDARDS SPECIFIC TO CERTAIN PROPERTY DESCRIBED AS 1.495 ACRES OF LAND IN THE JESSE WATKINS SURVEY, ABSTRACT NUMBER 1324; 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.

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, on March 19, 2001, the Town Council of the Town of Flower Mound adopted all nineteen component plans, specifically including the Specific Plans, together with all amendments thereto, by Ordinance No. 24-01 as a component to the Flower Mound Master Plan; and

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 1.495 acres of land in the Jesse Watkins Survey, Abstract Number 1324, has filed an application for a Master Plan Amendment to add an exception to the roof standards for Specific Plan Area #5 (SPA 5); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on March 28, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 4, 2016, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78, of the Town's Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of the Master Plan Amendment described herein;

WHEREAS, the Town Council finds that amendment of the Master Plan 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:

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended as described below:

Section 3.0, Specific Plans, is hereby amended through the amendment of Specific Plan Area #5 (SPA 5) by adding an exception to the roof standards contained in Subparagraph (o) on page 3.23 of the Master Plan to read as follows:

“Roofs of commercial buildings 15,000 SF and under are to be hip, gable or a combination of the two. The Town Council may approve, upon recommendation from the Planning and Zoning Commission, a waiver request to this requirement for buildings within this SPA 5 provided that: (1) any such building(s) being considered for a waiver shall be part of a large-scale multi-building development of 25 acres or larger; and, (2) possessing a meritorious Unified Design Theme; or provided that: such building is located at the southwest corner of the intersection of Waketon Road and Long Prairie Road on certain property described as 1.495 acres of land in the Jesse Watkins Survey, Abstract Number 1324, Denton County, Texas. Structures larger than 15,000 SF should have no visible area of flat roof from any adjacent properties. A mansard parapet structure, in a combination of vertical and sloping sections, will be required along 100% of the roof perimeter.”

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

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 5

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.

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 THE ____ DAY OF
_____, 2016.

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, **TOWN ATTORNEY**

From:

Sent: Monday, March 28, 2016 1:15 PM

To: Town Secretary's Office; Town Council; planning

Subject: Hawks Hill QT

Dear Staff, Planning & Zoning Commission and Town Council,

First, I am omitting my name and ask that any personal information be redacted as I am concerned that Planning and Zoning and Town Council bring a prejudice and bias whenever they see emails from me.

Second, Commissioners and Councilmembers took an oath to act in good faith of all, yet certain members continue to have personal relationships with developers that are on the agenda and do not recuse themselves or abstain from voting paying no mind to possible conflict of interest..

SUP16-0001 – Hawks Hill QT

I would like to see the QT built in the Lakeside area as the population density has greatly increased there and there is no gas station on 2499 north bound from the time you exit highway 121 until you reach Flower Mound Rd. Since most people fill up after work so they're not rushed in the mornings and the traffic is greater the closer you get to the freeway it makes more sense at this time to put it on the northbound side in the southern part of town.

Other considerations against the Waketon Rd location:

1. 24 hours of glaring bright lights infringes on the privacy of existing residents especially those living across the street.
2. Within 1 mile there is a 16 pump Murphy USA gas station already opening this year.
3. The population density in this area has not increased enough to warrant the need. No new home construction within 4 years and less than 100 homes proposed next 2-5yrs.
4. No one wants to dine at a restaurant that overlooks a gas station and especially not eat outside and smell gas vapors, greasy convenience food or trash.

MPA16-0001 – Hawks Hill QT

As for the proposed amendment to roof and parapet standards, if Home Depot, McDonalds and other national chains including the 18 existing gas stations in town had to conform to Flower Mounds strict architectural standards then QT should too.

Regards

From: Randy.S.Rorick
Sent: Monday, March 28, 2016 2:02 PM
To: Chuck Russell
Subject: In Favor of QT SUP

I am in favor of QT SUP moving forward in Flower Mound! This will, no doubt, help our sales tax base as well as provide more jobs to Flower Mound. This will also put a QUALITY convenience store in a key spot in Flower Mound (between 1171 and 407)!

Thank you for taking this email!

Randy Rorick

Randy Rorick

Area Sales Manager
DFW North

Wells Fargo Home Mortgage | 101 S Locust Suite 650
Denton, tx. 76201
MAC-T9762-020

From: Brad
Sent: Monday, March 28, 2016 2:11 PM
To: Chuck Russell
Subject: QT SUP Support

Chuck, please note that I am in favor of the QT SUP moving forward. It will help our sales tax base as well as add jobs.

Brad Martin
840 Tealwood Circle
Flower Mound, TX

Please disregard misspellings and brevity.
Sent from my iPhone

From: Polyak, Nick
Sent: Monday, March 28, 2016 2:16 PM
To: Chuck Russell
Subject: Support for Quik Trip SUP

Mr. Russell,

As a 15+ year resident of Flower Mound, I'm writing to express my support of moving the QT SUP forward on the basis of further diversifying our tax base, new jobs for the community and my perceived need for a gas and convenience store in the 2499 corridor between 1171 and 407. I believe QT is the best operator to consider for our town and the growing development and traffic patterns in the area.

If you have questions or would like additional information from me, please let me know.

Thank you for your consideration.

Nick Polyak
3600 Jennifer Drive
Flower Mound, TX 75022

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BOSC, Inc does not accept orders by electronic mail.

From: Kamron Stevens
Sent: Monday, March 28, 2016 3:05 PM
To: Chuck Russell
Subject: QT

I am voting in support of QT and want a convenience store close!!!

Thank you,

Kamron Stevens

Sent from my iPhone

From: Jill Harwell
Sent: Monday, March 28, 2016 3:07 PM
To: Chuck Russell
Subject: QT in Flower Mound

I am voting in support of QT in flower mound. We need a convenience store in between 407 and 1171.

Thank you!!!

Jill Harwell ♥◻◻♥◻👤
Sent from my iPhone

From: Lynn
Sent: Monday, March 28, 2016 3:09 PM
To: Chuck Russell
Subject: QT

I am writing in favor of the QT project. I am all for the revenue it will bring to our town.

Lynn Peterson
3604 Sandhurst Dr.

Sent from my iPad

From: stuartcschmidt

Sent: Monday, March 28, 2016 3:15 PM

To: Chuck Russell

Subject: QT SUP

I am writing in support of the QT SUP to be located on 2499 and Waketon. The opportunity to increase tax base as well as additional jobs in our town is important to me. I also feel that a convenience store closer to 407 will be successful, as there are no such stores in that area.

I am in support of this proposal and for the zoning committee approving this project.

Feel free to contact me if you have any questions.

Sincerely,

Stuart

3713 Sonoma Bend, Flower Mound

From: John Seykora
Sent: Sunday, March 27, 2016 9:25 PM
To: Chuck Russell
Subject: QT Project

I am in favor of the QT SUP moving forward at 2499 and Waketon. Our town needs a quality convenience store especially at this location. Not only will QT bring in a strong tax base, they also give back to the community in a variety of ways. We need more quality companies like QT in this town.

Thanks

John Seykora

From: Dennis Heckman
Sent: Monday, March 28, 2016 8:09 AM
To: Chuck Russell
Subject: P&Z agenda items 4 and 5

Chuck,

Could you please distribute this email to P&Z. I have sent the email to them but the lady at the Town office was not sure she gave me the correct email address for them. Thank you.

I am in favor of the SUP for Quick Trip - I believe the Town of Flower Mound needs this type of high end convenience store between 407 and 1171. QT is a quality Corporation that gives back to the community and sponsors the Wounded Warrior project as well as many other local charities. QT will also help create jobs and provide tax revenue for the Town of Flower Mound. I feel like QT corporate has made strides to make this one of the nicest QT stores in the United States. Please consider strongly voting "yes" for the approval of this SUP.

Thank you,

Dennis Heckman
Heckman Land & Property LLC
The Forums at the Riverwalk
3700 River Walk Dr. Suite 155
Flower Mound, TX 75028

-----Original Message-----

From:

Sent: Monday, March 28, 2016 2:53 PM

To: Chuck Russell

Subject: QT

I am in support of QT's SUP and convenience store.

Kim Antonacci

2212 Bella Lago dr

Sent from my iPhone

-----Original Message-----

From: Jill Lange

Sent: Monday, March 28, 2016 2:12 PM

To: Chuck Russell

Subject: QT

I am in favor of QT coming to Flower Mound. They are an excellent company.

Jill Lange

2609 Pasadena Place

Flower Mound TX 75022

Sent from my iPhone

From: Cari Shropshire
Sent: Monday, March 28, 2016 5:28 PM
To: Cindi Price
Subject: Approval of Hawks Hill - QT

Hi Cindi,

Could you please forward this email to the Planning and Zoning Commission...

Planning and Zoning Commissioners,

Please vote to approve the Hawks Hill/QuickTrip proposal and send it to council. As a resident of Flower Mound, I feel we definitely need a gas station on 2499.

Thank You,

Cari Shropshire
4612 Sandera Ln.
Flower Mound

From: Denise White
Sent: Monday, March 28, 2016 5:05 PM
To: Chuck Russell
Subject: QT

Mr. Russell,

I will not be at tonight's P&Z meeting but would like to let you know of my support for QT!
The QT will be a great addition to our town. They picked a great location at Hawks Hill. I believe this location is perfect, right in the heart town. We really do need a gas station & convenience store in this part of town. I hope to see the QT pass planning & zoning tonight.
Thank you for your service to our town.

Denise White
3104 Beaver Creek Dr.
Flower Mound
Sent from my iPad

From: Judy Cortinas
Sent: Tuesday, March 29, 2016 11:41 AM
To: Chuck Russell; Doug Powell
Cc: Town Council; Town Secretary's Office; Jimmy Stathatos; planning
Subject: QUIKTRIP needs to Compromise

Chuck and Doug,

Thank you for your diligence in working to keep the excellence in design of Flower Mound. I cannot tell you how much it means that you have taken the effort to keep the standards of development high in our town.

I came to you with my questions, rather than make a big issue out of it on social media. I was tempted – believe me. But I remembered what we have always been told – if you have an issue, come to us (the Town) to get your answers. This time I did that, and felt very secure in the fact that the town was fighting for the exemplary design that Flower Mound is known for. I did not call for an onslaught of opposition at the P&Z meeting. I felt the Planning Department had done an excellent job in fighting for the right design. Once again, thank you.

My disappointment is with QuikTrip. I really did like QuikTrip before this ordeal. My feelings are muddled now. I have never seen such a blatant and arrogant display of intimidation by a developer in Flower Mound, much less any city. The threat of not building a QT if they cannot build it to their design left me speechless. What other developer has come in to the Town of Flower Mound and done this, and gotten away with it? I cannot think of any. The Planning and Zoning Commissioner's original questions were well founded and moving in the right direction UNTIL they were told that QuikTrip would not build here UNLESS they built the only building design they gave us. There was no room for compromise.

Past developers have always worked with the Town. I sure do feel sorry for them now. Home Depot needs to revisit their building design, and bring forward their best shot at presenting their Franchise Design at this point. Jake's needs to change back to their exposed neon lights. The list goes on. I think the Town will feel a lash back of developers on this if it is approved at Town Council. This also sets a precedent for future development.

The PD of Hawks Hill seems to be just a farce. The intimidation and threats by the property owner to get it approved with the statement that there were no Master Plan Amendments, and

everything to Town's standards had been met. If QT was aware of this, then they too played a part in this charade.

I would ask that the Town Council rethink this issue. Challenge QT's threat of not building here. Table this, and ask that they come back with a design closer to what we have asked for. They will make a tremendous profit on this site, and I believe that they could come closer to our request of exemplary design. QT's presence is not something people will fight, but it sure would be nice if the Town could control the design.

Thanks,

Judy Cortinas

3301 Pecan Meadows Drive



TOWN COUNCIL AGENDA ITEM NO. 8 REGULAR ITEM

DATE: April 4, 2016

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for a Specific Use Permit No. 443 (SUP16-0001 - Hawks Hill QT) to permit a convenience store with gasoline sales, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Long Prairie Road and south of Waketon Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its March 28, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 3. In response to a concern raised during the March 28, 2016, P&Z public hearing, the following amendment was made by the Commission as a part of their recommendation:

- the addition of enhanced screening around the dumpster area prior to final site plan approval.

The conceptual landscape plan attached as an exhibit to the draft ordinance includes a note that reflects the change recommended by the Planning and Zoning Commission.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence

DRAFT MOTION: Move to approve a request for a Specific Use Permit No. 443 (SUP16-0001 - Hawks Hill QT) to permit a convenience store with gasoline sales, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: March 28, 2016

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for a Specific Use Permit No. 443 (SUP16-0001 - Hawks Hill QT) to permit a convenience store with gasoline sales. The property is generally located west of Long Prairie Road and south of Waketon Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations except as described below.

The project has a companion Master Plan Amendment application (MPA16-0001) for consideration on the same agenda.

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-443) for a 5,858-square-foot convenience store with gasoline sales. The site is currently undeveloped and is approximately 1.5 acres in size.

The subject property is located within the Hawks Hill Planned Development District No. 141 (PD-141) with Retail District-2 (R-2), Office District (O), and Agricultural District (A) uses. The Town Council approved the request for a change in zoning from an (A) zoning district to PD-141 on October 5, 2015 (See Attachment A(5)). PD-141 requires Town Council approval of a Specific Use Permit (SUP) for a convenience store with gasoline sales.

The proposed concept plan depicts a one-story building and a fuel island canopy with 10 pumps. Access to the lot will be from Long Prairie Road and Waketon Road via mutual access drive easements that serve several lots within the development. The proposed store will have 40 parking spaces which is consistent with the approved PD-141 concept plan.

PD-141 requires a minimum landscape buffer width of 15 feet along Waketon Road and 30 feet along Long Prairie Road. Staff received a revised site and

landscape plan late Wednesday, March 23, 2016, and we have quickly reviewed the new plans in order to incorporate comments for this staff report.

The proposed conceptual landscape plan now provides the required 30-foot-wide buffer along Long Prairie Road and indicates the specimen pecan tree at the corner of Waketon Road and Long Prairie Road will be preserved, since the proposed detention at the corner will be moved underground. The plan now depicts a 15-foot-wide buffer along Waketon Road, which complies with the minimum width requirement in PD-141. In lieu of the nine canopy trees shown on the approved concept plan along Waketon Road, the applicant has shown eight groupings of wax myrtle and crepe myrtle trees (three trees per grouping for a total of 24). The applicant has indicated the smaller trees are necessary due to the close proximity of overhead power lines.

Staff is also concerned about the quantity and type of landscaping proposed around the perimeter of the dumpster located adjacent to Waketon Road. The applicant has indicated a row of pink muhly grass adjacent to the masonry screen wall for the dumpster. Sec. 82-272 of the Town Code states:

- Enhanced landscaping is required for any dumpster that is located within 50 feet of a public roadway. Enhanced landscaping should include aesthetically designed perimeter shrubs, natural grasses, and canopy and ornamental trees as appropriate to soften and screen the dumpster enclosure.

Staff has reviewed the applicant's submittal including three rounds of revisions and there are still fundamental points of disagreement that remain between the applicant and staff regarding the request as described below. The applicant has "agreed to disagree" with staff and has requested the application move forward to P&Z and Council for their consideration.

A. Unified Design Theme

Section 9.1 of the Urban Design standards states:

- A grouping of buildings (3 or more) should have a unified design theme for all buildings within the development. This design theme may be unique to the development, but should maintain a standard of high-quality construction and should respect the contextual setting of the development within its district.

The specific standards for SPA 5 state in part:

- Elements included in Specific Plan #5 are as follows:
Neighborhood and village retail and/or professional office land uses are identified along the corridor with major retail at and about the southwest corner of Dixon Road and Long Prairie Road (FM 2499) (the "Robertson's

Creek development"). The key concerns for planning these developments are as follows:

- **Uniform architectural design within contiguous areas.**

The standards for PD-141 state in part:

- The unified design theme depicted on the Concept Elevations shall be required within the development.

The approved conceptual elevations for Hawks Hill are attached and depicted below:





The applicant's proposed elevations are attached and depicted below:





The approved concept plan for the Hawks Hill development depicts a total of nine commercial buildings, including the subject convenience store with gas sales. While it is not the intent for all nine of the Hawks Hill buildings to appear exactly as they are depicted above, they must contain common architectural elements (e.g. colors, materials, articulation).

It is staff's opinion that the applicant has not demonstrated the proposed elevations provide enough common architectural elements to be consistent with approved conceptual elevations above, nor do they establish a unified design theme for Hawks Hill, and are not in compliance with the stated sections of the Urban Design standards, SPA-5 or PD-141.

B. Franchise Architecture

Section 2.1 of the Urban Design standards state:

- To ensure that the character and quality of retail and commercial buildings or structures contribute to desired community character objectives, franchise architecture is prohibited. The term "franchise architecture" means the design and construction of buildings for which the tenants and/or uses are readily recognizable **solely by the buildings' architectural elevations, colors, materials, other architectural elements and/or the arrangement thereof.**

It is staff's opinion that the applicant has not demonstrated the proposed elevations do not constitute franchise architecture. There are multiple elements on the proposed elevations that share common characteristics with the newer "Generation 3" QT stores throughout North Texas. The

distinctive corporate red banding, front entrance features, number and spacing of pilasters and roof elements do not distinguish the proposed elevations from the standard corporate store (see below):

Proposed elevation:



Typical "GEN 3" QT elevation:



Furthermore, the QT corporation has constructed other stores that comply with local design standards in a unique way that separate them from the standard corporate design. It is staff's opinion that the applicant can incorporate more unique architectural elements that comply with PD-141 and SPA-5. Additionally, the applicant must comply with the stated intent of the Architectural Standards in the Urban Design Plan that reflect the Town's Master Plan goal of creating development of "enduring and exemplary quality and design" and to encourage building design of meritorious quality throughout the Town and prohibit franchise architecture.

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 three correspondences in opposition and no correspondence in favor of the request.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map

2. Letter of Intent
3. Approved Conceptual Elevations
4. Approved Conceptual Site and Landscape Plans
5. Planned Development District No. 141

B. Application Details

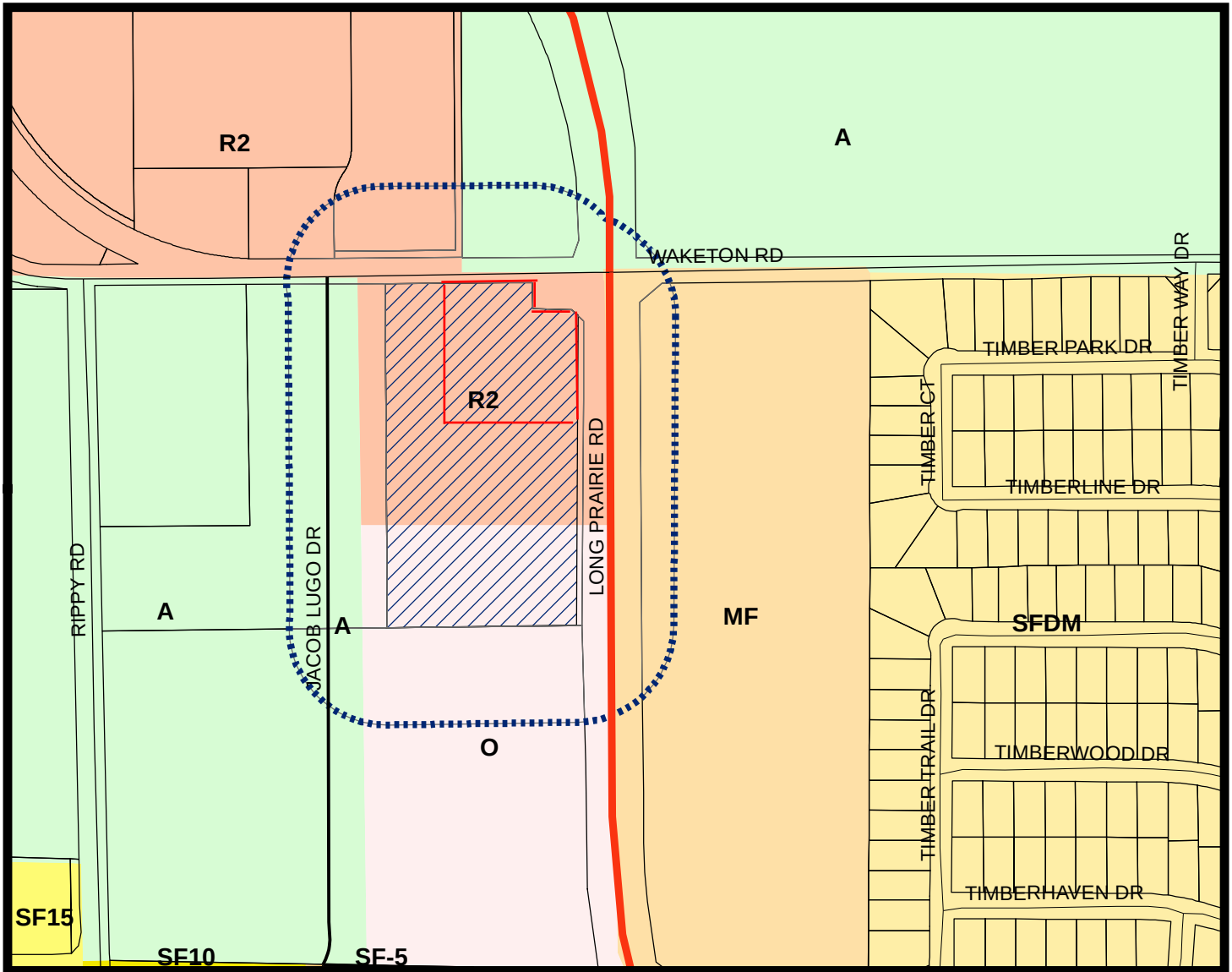
1. Specific Use Permit Package

C. Correspondence

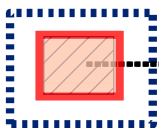
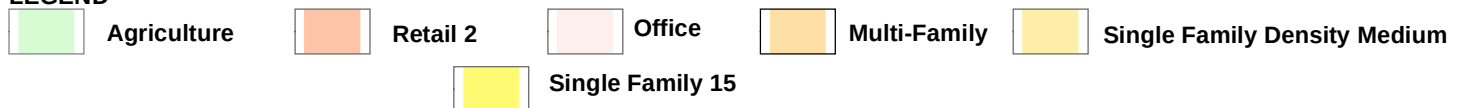
1. Correspondence in Opposition

Vicinity Map

Reference Project: MPA16-0001, SUP 16-0001

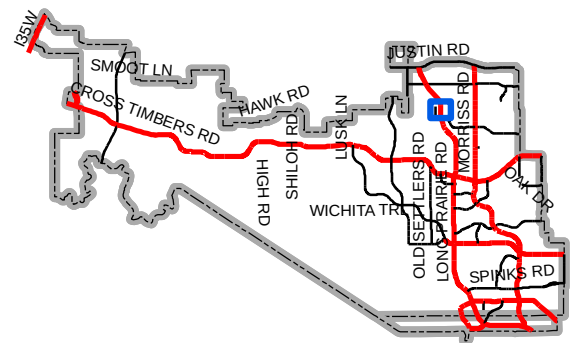


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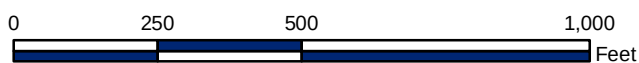


Subject Property

200 ft Notification Buffer around Property



Map Location





January 11, 2016

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

**RE: Hawks Hill SUP Request
Letter of Intent
G&A Job No. 12188**

Mr. Powell:

Please accept this letter, on behalf of the QT (QuikTrip) Corporation, as an explanation of the proposed SUP Request for approximately 1.5 acres of land generally located off of Waketon Road and F.M. 2499. This property is located within SPA 5 with a land use of Neighborhood Retail. In 2015, the property was rezoned from Agricultural (AG) to Planned Development - 141 (PD – 141), known as Hawks Hill, with an underlying zoning of Retail -2 (R-2). The Hawks Hill PD requires an SUP for a Convenience Store with Gasoline Sales, which is proposed for this project.

The QT team has been actively working towards a new gas station and convenience store at this location for over three years. There has been a significant amount of commercial growth in this area within the past decade and over two million square feet of retail is located just a half mile north of this site. However, with all the commercial growth, the available fuel options are limited and the area is severely under-served. This new development will fill that void and provide the residents with a necessary commodity. QT is proposing to construct a new facility with 10 fuel pumps and 5,773 square feet of convenience sales.

A conceptual site plan has been submitted as part of the SUP requirements and it illustrates the proposed location of the canopy and fuel islands and the convenience store. It also shows the location of the two access drive to serve the site, one on Waketon and another on FM 2499. These will be shared access points for the Hawks Hill development as well. A detention facility is proposed at the northeast corner of the property. There is an existing specimen tree located where the detention pond is proposed. A Tree Removal Permit is being submitted to request removal of this tree by the ECC and Town Council.

Conceptual Building Elevations have also been submitted with this application. The QT Corporation has redesigned the exterior elevations to fit in with the uniqueness of Flower Mound. These proposed elevations do not exist for any other QT store and are tailor-made for this project. Signage is also shown on the elevations. The signage includes the QT logo and the red stripe and the canopy has a brown

QuikTrip – SUP Request
January 11, 2016
Page 2 of 2

stripe. We believe these elevations are complimentary to the approved conceptual elevations in Hawks Hill with the inclusion of similar colors and materials.

Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. J. Dollak Jr.", with a stylized flourish at the end.

Robert J. Dollak Jr., P.E.

cc: J.D. Dudley, QT Corporations

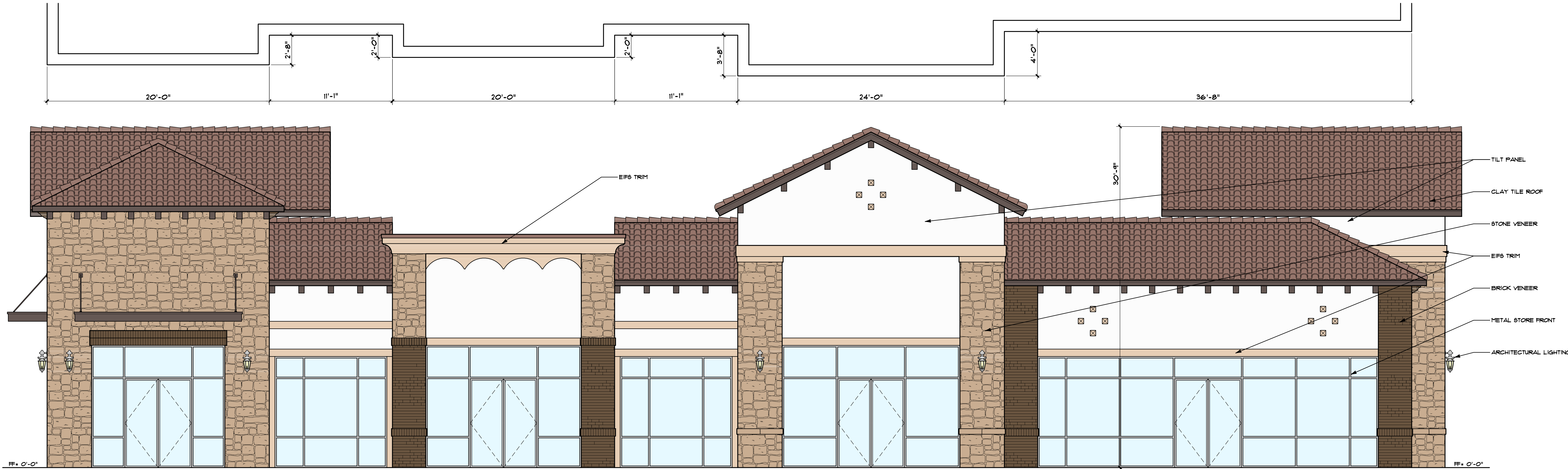
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Attachment A(3): Approved Conceptual Elevations

		North	South	East	West
1.	Total Facade S.F.	1454 s.f.	1481 s.f.	2575 s.f.	2554 s.f.
2.	Facade S.F. (exclusive of doors and windows)	1068 s.f.	1004 s.f.	1605 s.f.	1882 s.f.
3.	Doors and Windows S.F.	341 s.f.	472 s.f.	970 s.f.	671 s.f.
4.	Primary Masonry totals (Min. 80%)	965 s.f. and 90% of 2.	935 s.f. and 93% of 2.	1424 s.f. and 84% of 2.	1572 s.f. and 84% of 2.
	• Brick s.f. (as applicable)	126 s.f. and 12% of 2.	16 s.f. and 2% of 2.	181 s.f. and 11% of 2.	345 s.f. and 18% of 2.
	• Stone s.f. (as applicable)	286 s.f. and 27% of 2.	474 s.f. and 47% of 2.	561 s.f. and 35% of 2.	272 s.f. and 15% of 2.
	• Tilt Wall s.f. (as applicable)	553 s.f. and 51% of 2.	440 s.f. and 44% of 2.	687 s.f. and 43% of 2.	955 s.f. and 51% of 2.
5.	Secondary Masonry totals (max. 20%)	103 s.f. and 10% of 2.	74 s.f. and 7% of 2.	176 s.f. and 11% of 2.	310 s.f. and 16% of 2.
	• Stucco s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.
	• EIFS s.f. (as applicable)	103 s.f. and 10% of 2.	74 s.f. and 7% of 2.	176 s.f. and 11% of 2.	310 s.f. and 16% of 2.
	• Hardiplank s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.
	• Split-Face Brick s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.



SOUTH ELEVATION SCALE 1/4"=1'-0"

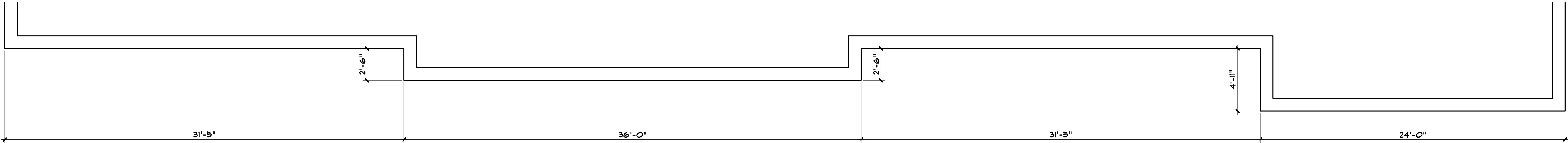


EAST ELEVATION SCALE 1/4"=1'-0"

		North	South	East	West
1.	Total Facade S.F.	1454 s.f.	1481 s.f.	2575 s.f.	2554 s.f.
2.	Facade S.F. (exclusive of doors and windows)	1068 s.f.	1004 s.f.	1605 s.f.	1882 s.f.
3.	Doors and Windows S.F.	341 s.f.	472 s.f.	970 s.f.	671 s.f.
4.	Primary Masonry totals (Min. 80%)	965 s.f. and 90% of 2.	935 s.f. and 93% of 2.	1424 s.f. and 84% of 2.	1572 s.f. and 84% of 2.
	• Brick s.f. (as applicable)	126 s.f. and 12% of 2.	16 s.f. and 2% of 2.	181 s.f. and 11% of 2.	345 s.f. and 18% of 2.
	• Stone s.f. (as applicable)	286 s.f. and 27% of 2.	474 s.f. and 47% of 2.	561 s.f. and 35% of 2.	272 s.f. and 15% of 2.
	• Tilt Wall s.f. (as applicable)	553 s.f. and 51% of 2.	440 s.f. and 44% of 2.	687 s.f. and 43% of 2.	955 s.f. and 51% of 2.
5.	Secondary Masonry totals (max. 20%)	103 s.f. and 10% of 2.	74 s.f. and 7% of 2.	176 s.f. and 11% of 2.	310 s.f. and 16% of 2.
	• Stucco s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.
	• EIFS s.f. (as applicable)	103 s.f. and 10% of 2.	74 s.f. and 7% of 2.	176 s.f. and 11% of 2.	310 s.f. and 16% of 2.
	• Hardiplank s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.
	• Split-Face Brick s.f. (as applicable)	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.	0 s.f. and 0% of 2.

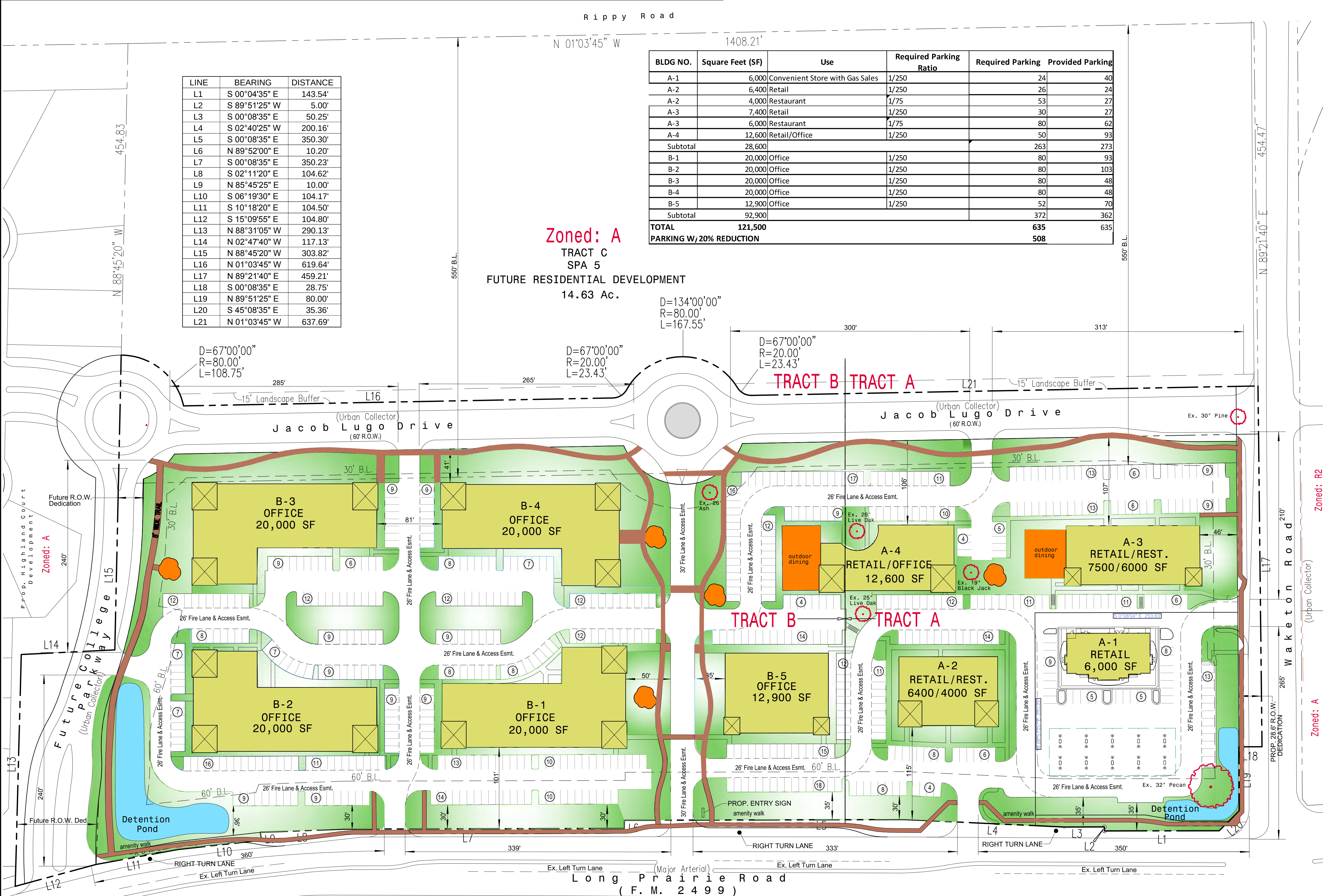


NORTH ELEVATION SCALE 1/4"=1'-0"



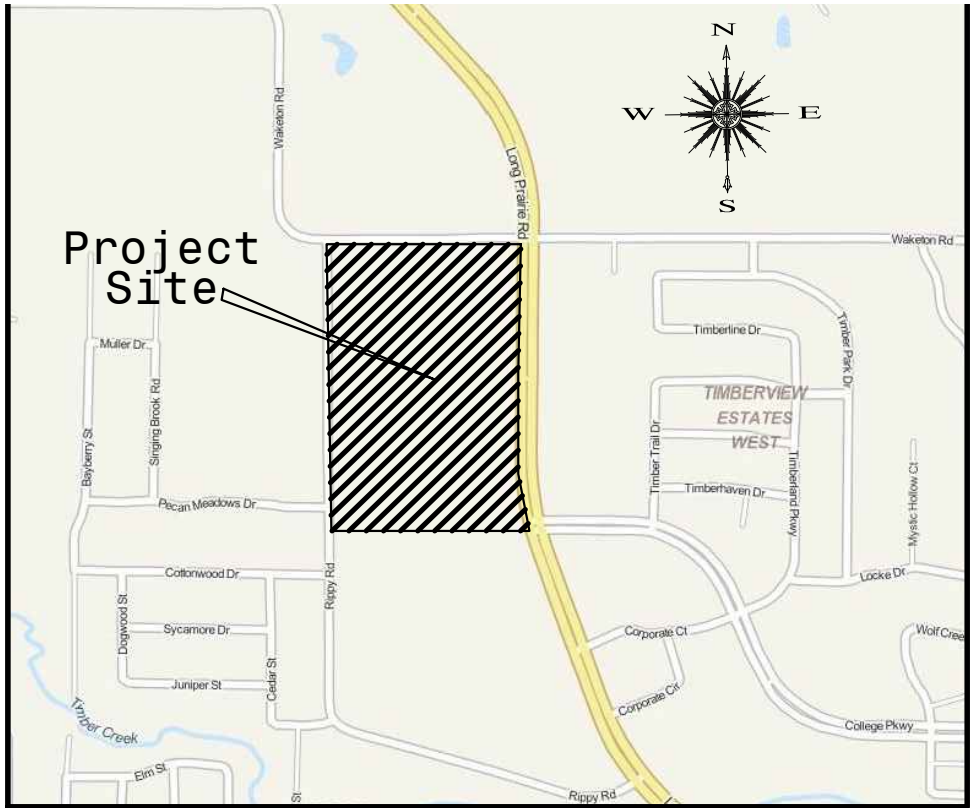
WEST ELEVATION SCALE 1/4"=1'-0"

Attachment A(4): Approved Conceptual Site and Landscape Plans

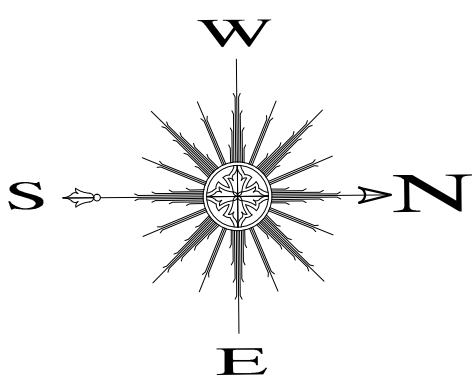


LINE	BEARING	DISTANCE
L1	S 00°04'35" E	143.54'
L2	S 89°51'25" W	5.00'
L3	S 00°08'35" E	50.25'
L4	S 02°40'25" W	200.16'
L5	S 00°08'35" E	350.30'
L6	N 89°52'00" E	10.20'
L7	S 00°08'35" E	350.23'
L8	S 02°11'20" E	104.62'
L9	N 85°45'25" E	10.00'
L10	S 06°19'30" E	104.17'
L11	S 10°18'20" E	104.50'
L12	S 15°09'55" E	104.80'
L13	N 88°31'05" W	290.13'
L14	N 02°47'40" W	117.13'
L15	N 88°45'20" W	303.82'
L16	N 01°03'45" W	619.64'
L17	N 89°21'40" E	459.21'
L18	S 00°08'35" E	28.75'
L19	N 89°51'25" E	80.00'
L20	S 45°08'35" E	35.36'
L21	N 01°03'45" W	637.69'

BLDG NO.	Square Feet (SF)	Use	Required Parking Ratio	Required Parking	Provided Parking
A-1	6,000	Convenient Store with Gas Sales	1/250	24	40
A-2	6,400	Retail	1/250	26	24
A-3	4,000	Restaurant	1/75	53	27
A-3	7,400	Retail	1/250	30	27
A-3	6,000	Restaurant	1/75	80	62
A-4	12,600	Retail/Office	1/250	50	93
Subtotal	28,600			263	273
B-1	20,000	Office	1/250	80	93
B-2	20,000	Office	1/250	80	103
B-3	20,000	Office	1/250	80	48
B-4	20,000	Office	1/250	80	48
B-5	12,900	Office	1/250	52	70
Subtotal	92,900			372	362
TOTAL	121,500			635	635
PARKING W/ 20% REDUCTION				508	



Vicinity Map
n. t. s.



BUILDING SETBACKS	
FM 2499	- 60'
WAKETON	- 30'
COLLEGE	- 30' WITH NO PARKING, 60' WITH PARKING

A convenience store with gasoline sales requires Town Council approval of a Specific Use Permit (SUP). Approval of this Concept Plan does not constitute approval of an SUP for this use.

MASTER PLAN FEATURES	
LAND USE PLAN	PROF. OFFICE/VILLAGE RETAIL/RESTAURANT
SPECIFIC PLANS	SPA 5
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	SHARED LANE ON WAKETON AND COLLEGE
OPEN SPACE PLAN	REFER TO OPEN SPACE PLAN
THOROUGHFARE PLAN	F.M. 2499 VARIABLE WIDTH R.O.W.
WATER PLAN	12-INCH MAIN IN F.M. 2499
WASTEWATER PLAN	18-INCH MAIN IN F.M. 2499

Tract A
Exist. Zoning - A
Prop. Zoning - PD Retail
Area - 5.06 Ac.

Tract B
Exist. Zoning - A
Prop. Zoning - PD Office
Area - 13.52 Ac.

Concept Plan
HAWKS HILL ADDITION

BEING A 18.578 ACRE TRACT OUT OF THE
JESSE WATKINS SURVEY, ABST. NO. A-1341
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

Developer Representative:
WEAVER COMMERCIAL REAL ESTATE, LTD.
3505 Yucca Drive, S. 100
Flower Mound Texas 75028
Contact: Todd Weaver

Engineer:
CRANNELL, CRANNELL & MARTIN ENG.
2570 F.M. 407, S. 209
Highland Village, Texas 75077
972.691.6633
Contact: Jeff Crannell, P.E.

NOTES:
Driveway locations and right turn lane configurations will require approval of TxDOT.

Any sidewalk on private property will require a Pedestrian access easement.

Any sidewalk less than 5' wide will require a 5'x5' passing zone every 200'.

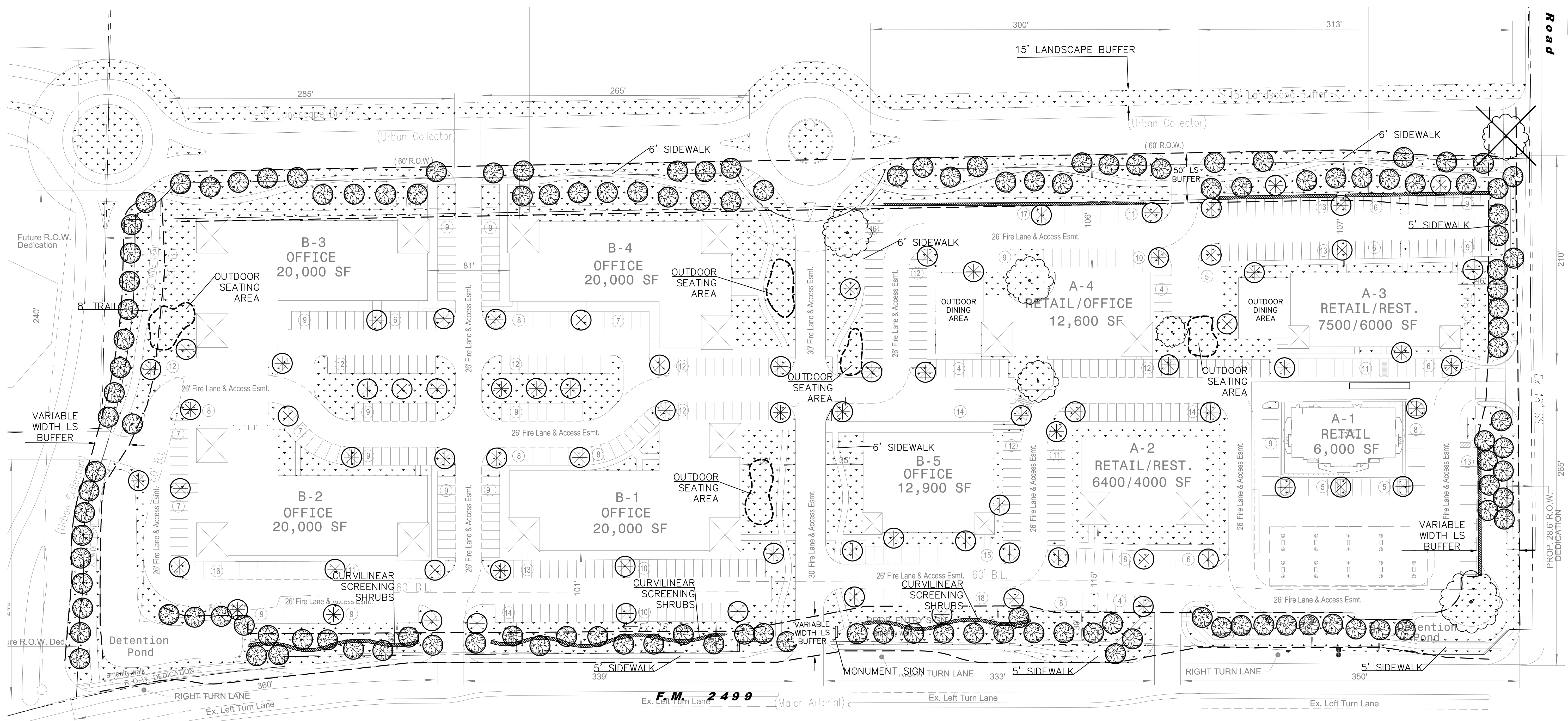
All buildings will be connected by a sidewalk system internal to the site.
At Site Plan both roundabouts will be designed to meet modern standards.

Exact number of parking spaces to be reviewed at time of Site plan.



This symbol indicates an open space feature consisting of a shaded sitting area with landscaping, trash can and sidewalks. Four or more of these will be installed in the public open spaces throughout the site.

Zoned: MF
The Meadows



LANDSCAPE REQUIREMENTS COMPLIANCE
TOWN OF FLOWER MOUND
SPA-5

LEGEND

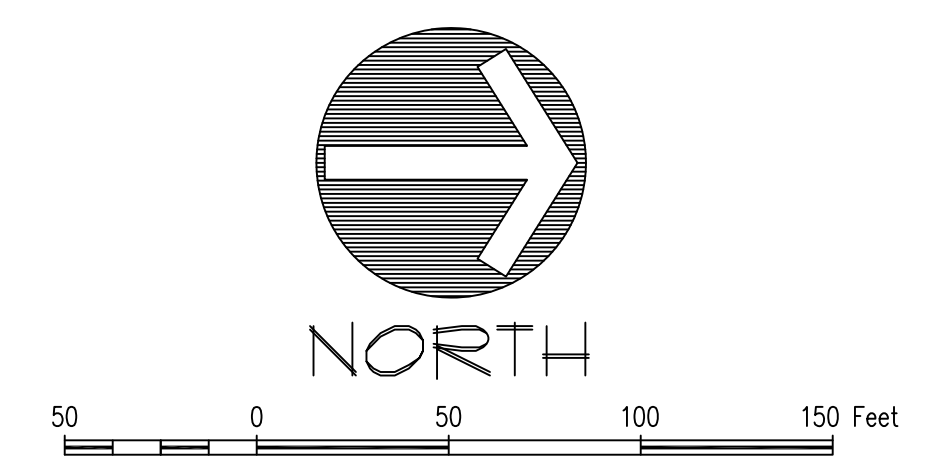
PARKING TREE

BUFFER TREE

SCREENING SHRUBS

GRASS AREA

- LANDSCAPE BUFFERS**
- Required There shall be a variable width buffer between 20' and 35' from the maximum ROW line along FM 2499, and 1 tree for every 30 l.f.
FM 2499 - 1432 l.f. / 30 = 48 trees
- Provided Variable width (20' minimum) buffer and 48 trees
- Required There shall be a minimum landscape buffer of 15' along Waketon Road, College Parkway and the west property line and 1 tree for every 30 l.f.
Waketon Road - 565 l.f. / 30 = 19 trees
College Parkway - 563 l.f. / 30 = 19 trees
West Property line - 1423 l.f. / 30 = 47 trees
- Provided Waketon Road - Variable width (15' minimum) buffer and 19 trees
College Parkway - Variable width (15' minimum) buffer and 19 trees
West Property line - Variable width (15' minimum) buffer and 47 trees
- PARKING AREA LANDSCAPE**
- Required Landscaped areas shall be provided within off street parking areas at a minimum 90 s.f. per 12 parking spaces.
615 / 12 = 52 x 90 = 4,680 required s.f. of landscaping
- Provided 22,614 s.f.
- Required All parking spaces to be located within 50' of a tree
- Provided Parking spaces within 50' of a tree
- Required All head parking to be screened from street view with minimum 3' high shrubs
- Provided 3' high screening shrubs on head parking.



ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of G & A Consultants, LLC
P: 972.317.0276 • F: 972.636.9715



Watkins Road Concept
18,578 Acres
in the
Jesse Watkins Survey, Abstract No. A-1841
Town of Flower Mound
DENTON COUNTY, TEXAS

CONCEPTUAL LANDSCAPE
PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 9/1/2015

Drawn By: _____
Date: 4/6/15
Scale: 1"=50'
Revisions:
9/1/15

15043

L1.0

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 57-15

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 18.578 ACRES OF LAND SITUATED IN THE JESSE WATKINS SURVEY, ABSTRACT NUMBER A-1341, DENTON COUNTY, TEXAS, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 141 (PD-141) WITH RETAIL DISTRICT-2 (R-2), OFFICE DISTRICT (O) AND AGRICULTURAL DISTRICT (A) 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.

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 approximately 18.578 acres of land situated in the Jesse Watkins Survey, Abstract Number A-1341, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) to Planned Development District No. 141 (PD-141) with Retail District-2 (R-2), Office District (O) and Agricultural District (A) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on September 28, 2015, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 5, 2015, 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:

ORDINANCE NO. 57-15

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 to establish a planned development district as shown below:

18.578 acres of land situated in the Jesse Watkins Survey, Abstract Number A-1341, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 141 (PD-141) with Retail District-2 (R-2), Office District (O) and Agricultural District (A) uses.

SECTION 2

The development standards, concept plan, concept landscape plan, and conceptual elevations of the proposed Planned Development District No. 141 (PD-141), 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 conceptual elevations for this Planned Development District No. 141 (PD-141).

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. 141 (PD-141), 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. 57-15

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

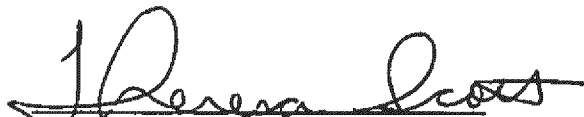
This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 5 DAY OF OCTOBER, 2015.

APPROVED:


Thomas E. Hayden, MAYOR

ATTEST:


Theresa Scott, TOWN SECRETARY

ORDINANCE NO. 57-15

Page 4

APPROVED AS TO FORM AND LEGALITY:


Bryn Meredith, TOWN ATTORNEY

ORDINANCE NO. 57-15

Page 5

Exhibit "A"
Legal Description

Being all that certain lot, tract or parcel of land situated in the Jesse Watkins Survey, Abstract Number 1324 in the Town of Flower Mound, Denton County, Texas and being a part of a tract of land described in a deed to Hawks Ramsey, LLC., as recorded in County Clerk's File Number 2007-51767 of the Real Property Records, Denton County, Texas; the subject tract being more particularly described as follows:

BEGINNING at a point being the most Easterly Northeast corner of said Ramsey and being in the Westerly Right of Way of FM 2499 (a.k.a. Long Prairie Road);

Thence along the Westerly line of said FM 2499 and the East line of said Ramsey tract the following 12 calls;

Thence South 00 degrees 04 minutes 35 seconds East a distance of 143.54 feet to a point;

Thence South 89 degrees 51 minutes 25 seconds West a distance of 5.00 feet to a point for corner;

Thence South 00 degrees 08 minutes 35 seconds East a distance of 50.25 feet to a point for corner;

Thence South 02 degrees 40 minutes 25 seconds West a distance of 200.18 feet to a point for corner;

Thence South 00 degrees 08 minutes 35 seconds East a distance of 350.30 feet to a point for corner;

Thence North 89 degrees 52 minutes 00 seconds East a distance of 10.20 feet to a point for corner;

Thence South 00 degrees 08 minutes 35 seconds East a distance of 350.23 feet to a point for corner;

Thence South 02 degrees 11 minutes 20 seconds East a distance of 104.82 feet to a point for corner;

Thence North 85 degrees 45 minutes 25 seconds East a distance of 10.00 feet to a point for corner;

Thence South 06 degrees 19 minutes 30 seconds East a distance of 104.17 feet to a point for corner;

Thence South 10 degrees 18 minutes 20 seconds East a distance of 104.50 feet to a point for corner;

Thence South 15 degrees 09 minutes 55 seconds East a distance of 104.80 feet to a point for corner for the Southeast corner of said Ramsey tract and the northeast corner of Lot X, Block A of North Point Center, an addition to the Town of Flower Mound, Denton County, Texas as recorded in Cabinet X, Page 332 of the Plat Records of Denton County, Texas;

Thence North 88 degrees 31 minutes 05 seconds West with the common line thereof a distance of 290.13 feet to a point for corner in the South line of said Ramsey tract and being in a Northerly line of a tract of land described in a deed to Borchardt Partners, LTD., as recorded in County Clerk's File Number 1999-59183 of the Real Property Records, Denton County, Texas;

Thence North 02 degrees 47 minutes 40 seconds West with the common line thereof a distance of 117.13 feet to a point for corner;

Thence North 88 degrees 45 degrees 20 minutes West with the South line of said Ramsey tract and a Northerly line of said Borchardt tract a distance of 303.82 feet to a point for corner for the Southwest corner of the herein described tract;

Thence North 01 degrees 03 minutes 45 seconds West a distance of 819.64 feet to a point for said point being the beginning of a curve to the left with a radius of 20.00 feet and a arc length of 23.43 feet to a point, said point be the beginning of a reverse curve to the right with a radius of 70.00 feet and a arc length of 183.99 feet to a point, said point being the beginning of a reverse curve to the left with a radius of 20.00 feet and a arc length of 23.43 feet to a point.

THENCE North 01 degrees 03 minutes 45 seconds a distance of 837.89 feet to a point for the Northwest corner of herein described tract and being in North line of said Ramsey tract and the South line of Wakelon Road;

Thence with the common line thereof the following 4 calls;

Thence North 89 degrees 21 minutes 40 seconds East a distance of 459.21 feet to a point for corner;

Thence South 00 degrees 08 minutes 35 seconds East a distance of 28.75 feet to a point for corner;

Thence North 89 degrees 51 minutes 25 seconds East a distance of 80.00 feet to a point for corner;

Thence South 45 degrees 08 minutes 35 seconds East a distance of 35.38 feet to the PLACE OF BEGINNING and enclosing 18.578 acres of land more or less.

Exhibit "B"

DEVELOPMENT STANDARDS

**Planned Development District No. 141 (PD-141)
Hawks Hill**

The development on the property comprising approximately 18.578 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-141 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 permitted in Tracts A and B as depicted in Exhibit C "Concept Plan" except as stated in Section 2 below.

1. Tracts A and B:

- a. Accessory retail and service uses (Tracts A and B)
- b. Accessory use, general, subject to section 98-972 (Tracts A and B)
- c. Antique shop (Tract A)
- d. Art gallery or handicraft sales (Tract A)
- e. Arts supply store (Tracts A and B)
- f. Bait and sporting goods sales (Tract A)
- g. Bakery or confectionary shop, retail (Tract A)
- h. Bank or savings and loan (with or without drive-thru) (Tracts A and B)
- i. Book or stationary store or newsstand (Tracts A and B)
- j. Church or rectory (Tracts A and B)
- k. Custom personal service (Tracts A and B)
- l. Cleaning shop or laundry pickup station (Tract A)
- m. Cleaning/laundry shop with pickup station (Tract A)
- n. Cleaning/laundry shop, pickup station only (Tract B)
- o. Community Center (public) (Tracts A and B)
- p. Convenience store (Tract A)
- q. Drugstore or pharmacy (with or without drive thru) (Tract A)
- r. Dancing, drama, or music school or studio (Tract A)
- s. Fire Station (Tracts A and B)
- t. Florist (Tracts A and B)
- u. Hardware store (Tract A)
- v. Health club or athletic club (Tract A)
- w. Laboratory, medical or dental (Tract A)
- x. Off street parking, accessory (Tracts A and B)
- y. Office, general business and professional (Tracts A and B)
- z. Office, medical or dental (Tracts A and B)
- aa. Optical Sales (Tracts A and B)
- bb. Park or playground, public (Tracts A and B)
- cc. Parking lot, commercial (Tracts A and B)
- dd. Personal improvement services (Tracts A and B)
- ee. Pet store, subject to section 98-988 (Tract A)
- ff. Plant nursery or garden shop (Tract A)

ORDINANCE NO. 57-15

Page 7

- gg. Public building, shop or yard (Tracts A and B)
 - hh. Restaurant, single tenant or part of a multi-tenant building with drive thru (Tract A)
 - ii. Restaurant, general (Tracts A and B)
 - jj. Restaurant, fast food (with or without a drive thru) (Tract A)
 - kk. Retail, general (indoors)(R-2)
 - ll. Retail, single Tenant (less than 25,000 square feet) (Tract A)
 - mm. Travel bureau or consultant (Tract A)
2. Residential Low Density uses. The area 550 feet east of the eastern right-of-way line of Rippy Road is restricted to Low Density residential uses per the Town's Master Plan as of the date of passage of this ordinance and shall retain the base zoning district of Agricultural (A). The sole use of this area within the boundary of the subject property is to provide for landscape buffers and the right-of-way for the north-south Urban Collector and associated roundabouts per the Town's Thoroughfare Plan as shown on Exhibit C.

B. SPECIFIC USES

The following uses may be permitted in this Planned Development District with a Specific Use Permit (SUP):

- a. Assembly Hall (Tract A)
- b. Amusement and recreation (indoors) (Tract A and B)(subject to section 98-973)
- c. Auto parts and accessory sales (indoors) (Tract A)
- d. Car wash, full service (Tract A)
- e. Car wash, self service (Tract A)
- f. Car wash, automatic (Tract A)
- g. Cleaning/laundry shop with on-site plant (Tract A)
- h. College or university (Tract B)
- i. Convenience store with gasoline sales (Tract A)
- j. Communication tower, commercial, subject to 98-977 (Tracts A and B)
- k. Day care center (Tracts A and B)
- l. Drugstore or pharmacy (with or without drive thru) (Tract B)
- m. Electrical line/substation, high-voltage, subject to section 98-979 (Tracts A and B)
- n. Fraternal club or lodge (Tract B)
- o. Hospital (Tracts A and B)
- p. Hotel (Tract B)
- q. Institution, drug or psychiatric treatment (Tract B)
- r. Laboratory, scientific and research (Tract B)
- s. Lithographic, print shop (Tracts A and B)
- t. Local utility line (Tracts A and B)
- u. Mortuary or funeral home (Tract B)
- v. Motor vehicle fuel service station (Tract A)
- w. Museum, library or art gallery, public (Tracts A and B)
- x. Nursing or congregate care facility (Tract B)
- y. Private franchise utility, not listed (Tracts A and B)
- z. Recreation center (Tracts A and B)
- aa. Repair service, limited (Tract A)

ORDINANCE NO. 57-15

Page 8

- bb. Retail, single tenant (25,000 square feet but less than 50,000 square feet) (Tract A)
- cc. School, business (Tract B)
- dd. School, elementary or secondary (Tract B)
- ee. Studio, television or radio (Tract B)
- ff. Swimming pool, public (Tracts A and B)
- gg. Transmission Pipeline, subject to section 98-997 (Tracts A and B)
- hh. Theater (Tracts A and B)
- ii. Water well, storage or pump station (Tracts A and B)

C. PROHIBITED USES

The following uses shall not be permitted in this Planned Development District:

- a. Animal control facility
- b. Aviary
- c. Bus station, terminal
- d. Kennel, subject to section 98-986
- e. Kennel, enclosed in building only
- f. Railroad track
- g. Sewage pump station
- h. Telephone equipment station
- i. Veterinary hospital (inside pens)
- j. Veterinary hospital (inside pens) subject to section 98-998

D. TEMPORARY USES

The following temporary uses shall be permitted in this Planned Development District:

- a. Asphalt/concrete batch plant, temporary, subject to section 98-974
- b. Building material yard and construction office
- c. Field office, temporary
- d. Sales, temporary, subject to section 98-992
- e. Temporary special event, subject to section 98-976

E. DIMENSIONAL REGULATIONS

The dimensional regulations for this Planned Development shall comply with Retail District (R-2) for Tract A and Office District for Tract B as depicted in exhibit C except as otherwise expressed herein:

1. There shall be a 30-foot building setback on Waketon Road and the proposed Lugo Drive and a 60-foot building setback on FM 2499 and College Parkway.
2. Fuel island canopies, if approved by an SUP, shall be a minimum of 50 feet from the existing right-of-way at the time of approval of this Planned Development.

F. ARCHITECTURAL STANDARDS

Building Elevation Profiles and Roof Form shall substantially conform with the approved Concept Elevations and have the following components:

1. All building elevations will be articulated to meet or exceed the Town of Flower Mound Urban Design Plan and the requirements of Specific Plan Area 5. Buildings need to reflect an architectural prominence, with particular attention being paid to architectural quality on the facades, rooflines, and elevations visible from major arterials.
2. Buildings shall incorporate human-scale proportions at the entries and front facades through the use of arcades, porte-cocheres, and other shade producing elements.
3. The unified design theme depicted on the Concept Elevations shall be required within the development.
4. Franchise utility panels and connection points shall be painted and textured to match the color and texture of the building and located so that they are not visible from public roadways, except that Franchise utility panels and connection points facing Waketon Road or College Parkway will be kept at a minimum and adequately screened, with additional landscaping or other approved material during the Site Plan approval process, to obstruct visibility from Waketon Road and College Parkway.
5. Colors shall be consistent with the surrounding development and should be earth tones, copper or bronze colors, or members of the brown, white, gold scale. Accent colors shall be used in accordance with the urban design guidelines
6. All retaining walls shall be decorative in nature and shall be constructed of stone or stone clad. Where practical walls over 4 feet should be incorporated in public open space. Retaining walls shall not exceed a maximum height of 8 feet.

G LANDSCAPE BUFFER AND SCREENING REQUIREMENTS

1. There shall be a minimum landscape buffer of 30 feet along FM 2499 and 15 feet along Waketon Road, from the existing right-of-way, and College Parkway.
2. A landscape buffer of at least 30 feet shall be provided along the east line of proposed Jacob Lugo Drive, exclusive of access drives and roundabouts, as shown on the approved Concept Plan.
3. All loading areas shall be completely screened from public right-of-ways by a screen wall, which is of adequate length and height to completely enclose a delivery vehicle parked in a loading area. Additionally, berms and landscaping may be used to enhance screening and soften screen walls.

H. MISCELLANEOUS STANDARDS

1. The development shall include multiple public open space amenities that are integrated into the development as depicted in Exhibit C.. At least 4 areas with seating, shade and landscaping will be incorporated into the public open space.
2. Pedestrian linkages shall be provided throughout the site to connect the future residential area to the west and may be comprised of crushed granite, brick pavers, concrete, or patterned concrete.
3. The required Town Trail along the north side of College Parkway will be a 8 foot concrete multi-use trail as required by 90-443(g).
4. Storm water storage facilities may include detention and/or retention ponds provided that retention ponds shall include aeration. Detention or retention ponds may include either sloped edges or hard edges comprised of stacked stone, stone veneer, cut stone or faux stone that complement the development.
5. The development will be subject to an overall reciprocal easement agreement granting cross-access and cross-parking for the entire development. A copy of said agreement will be provided to the Town of Flower Mound with the Record Plat for the development.
6. The proposed buildings of this Planned Development shall be no closer than 550' to the existing eastern right-of-way line of Rippy Road, at the time of approval of this Planned Development.
7. Right decel lanes may be placed in 'Public Access Easements' where there is not sufficient right-of-way subject to approval of the Town Engineer.
8. Any use utilizing a drive through facility shall be subject to Section 82-82 of the Town's Land Development Regulations as amended, at the time of site plan submittal.
9. Signs depicted on Exhibit C are not deemed to be approved until a sign permit has been issued by the Town.

I. WAIVERS

The following waivers shall be granted with the approval of the Planned Development District:

1. Section 82-302 – Compatibility Buffer and Section 82-303 Compatibility Setback: A sixty foot (60') compatibility setback and twenty-five foot (25') landscape buffer shall not be required as shown on Exhibit C.
2. Driveway access along Waketon Road, College Parkway and Long Prairie Road is approved as shown in Exhibit C.

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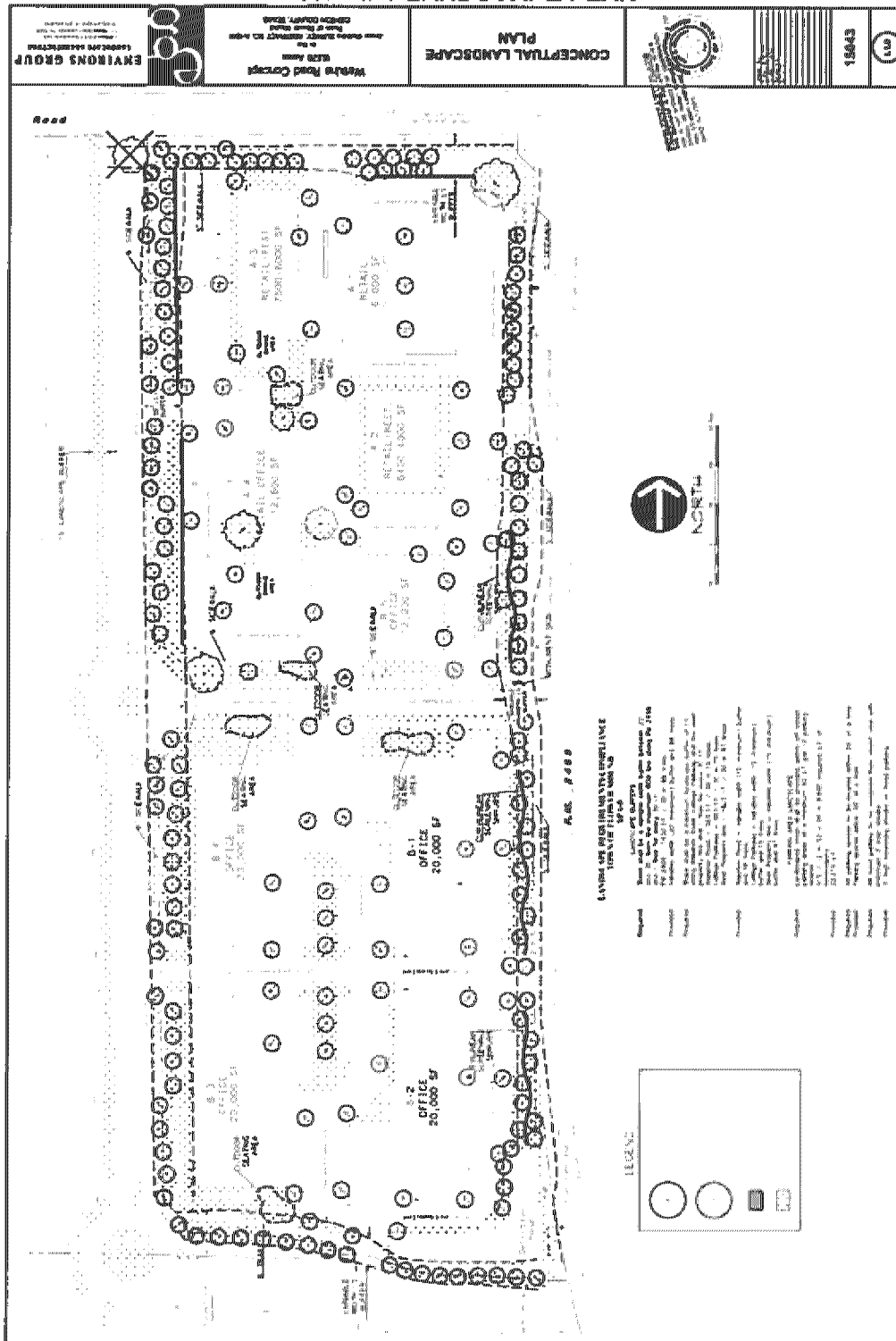
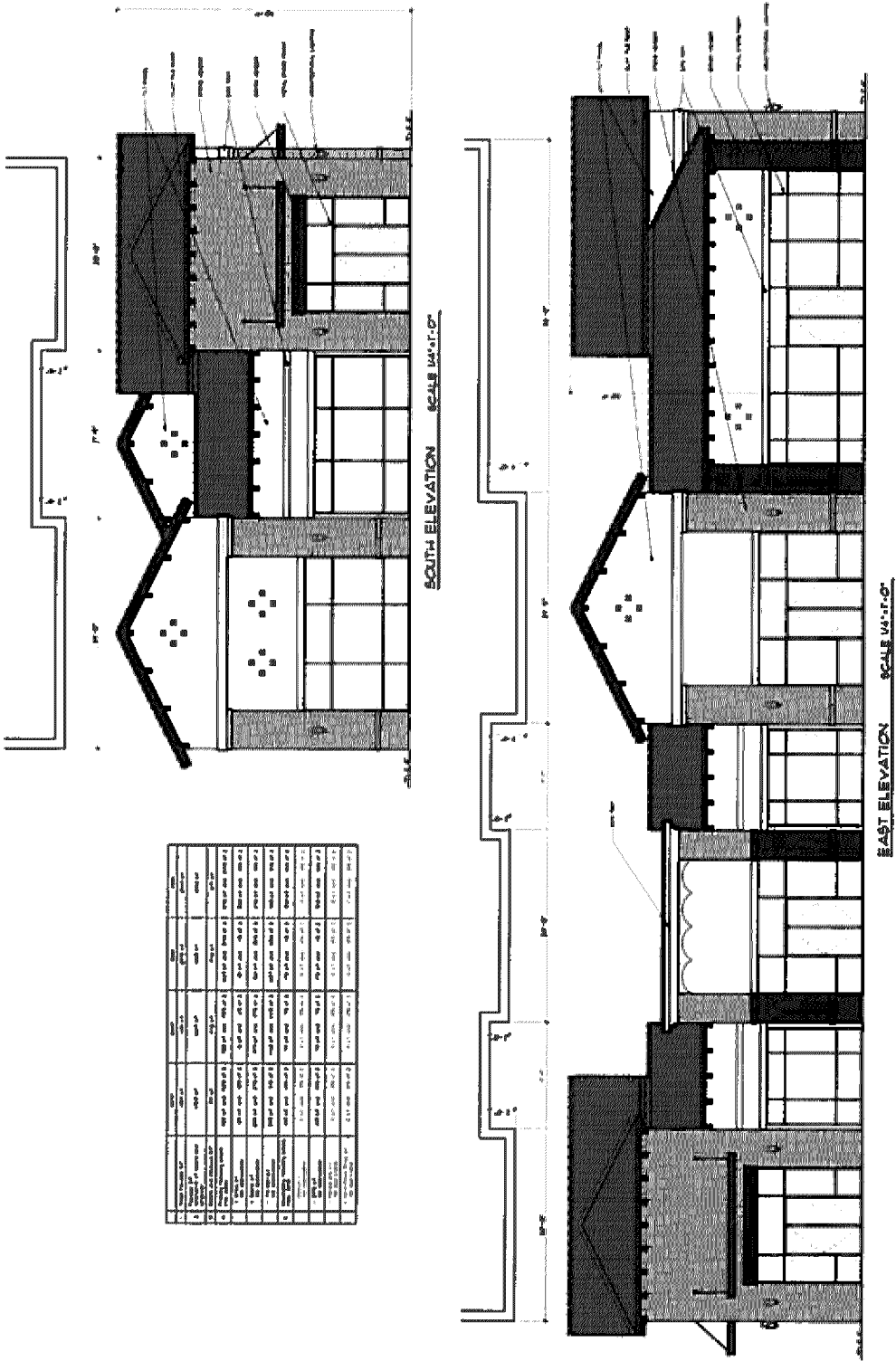
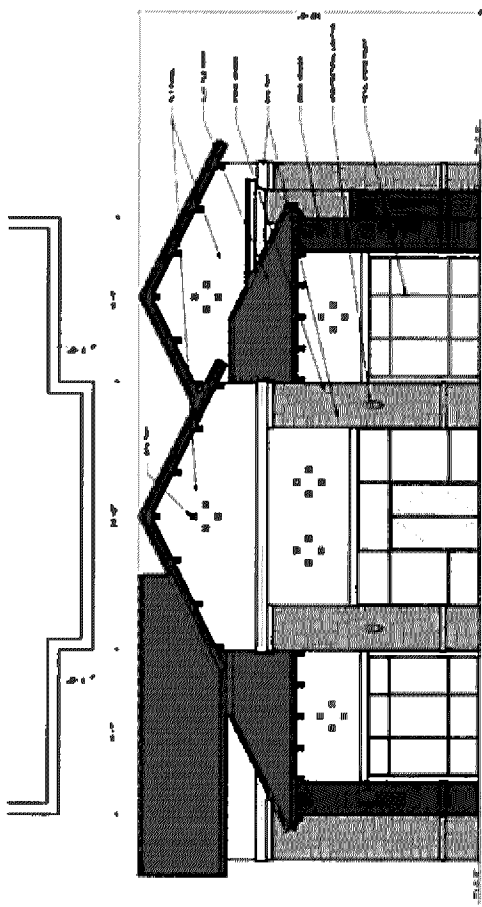


Exhibit "E"
CONCEPTUAL ELEVATIONS



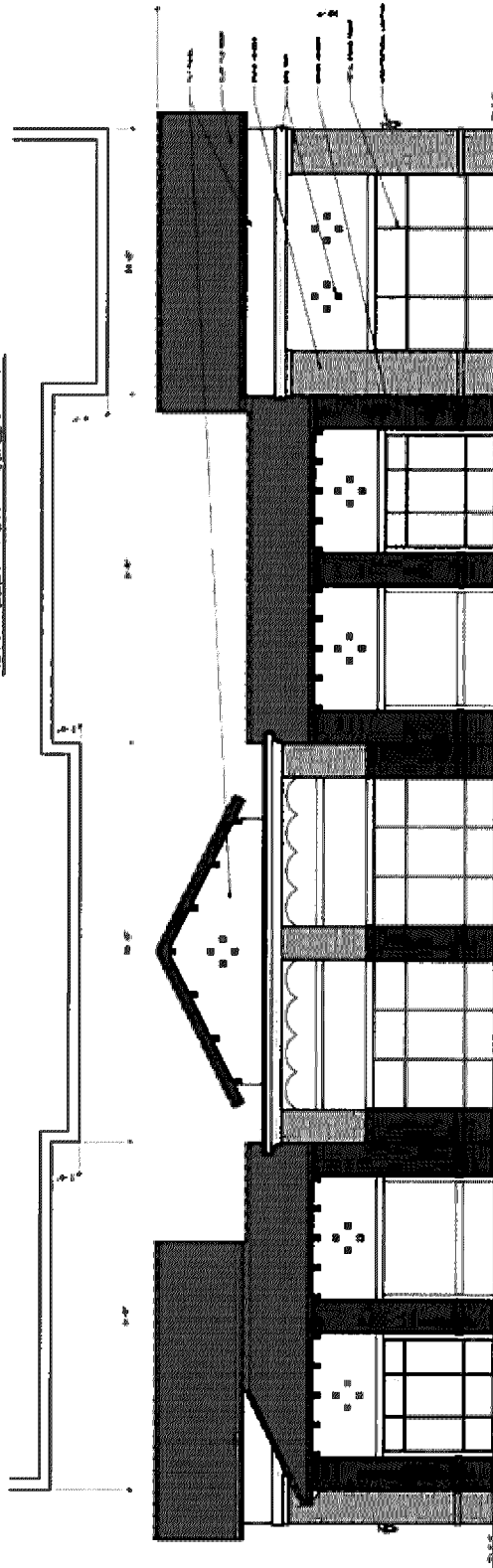
ORDINANCE NO. 57-15

Page 14



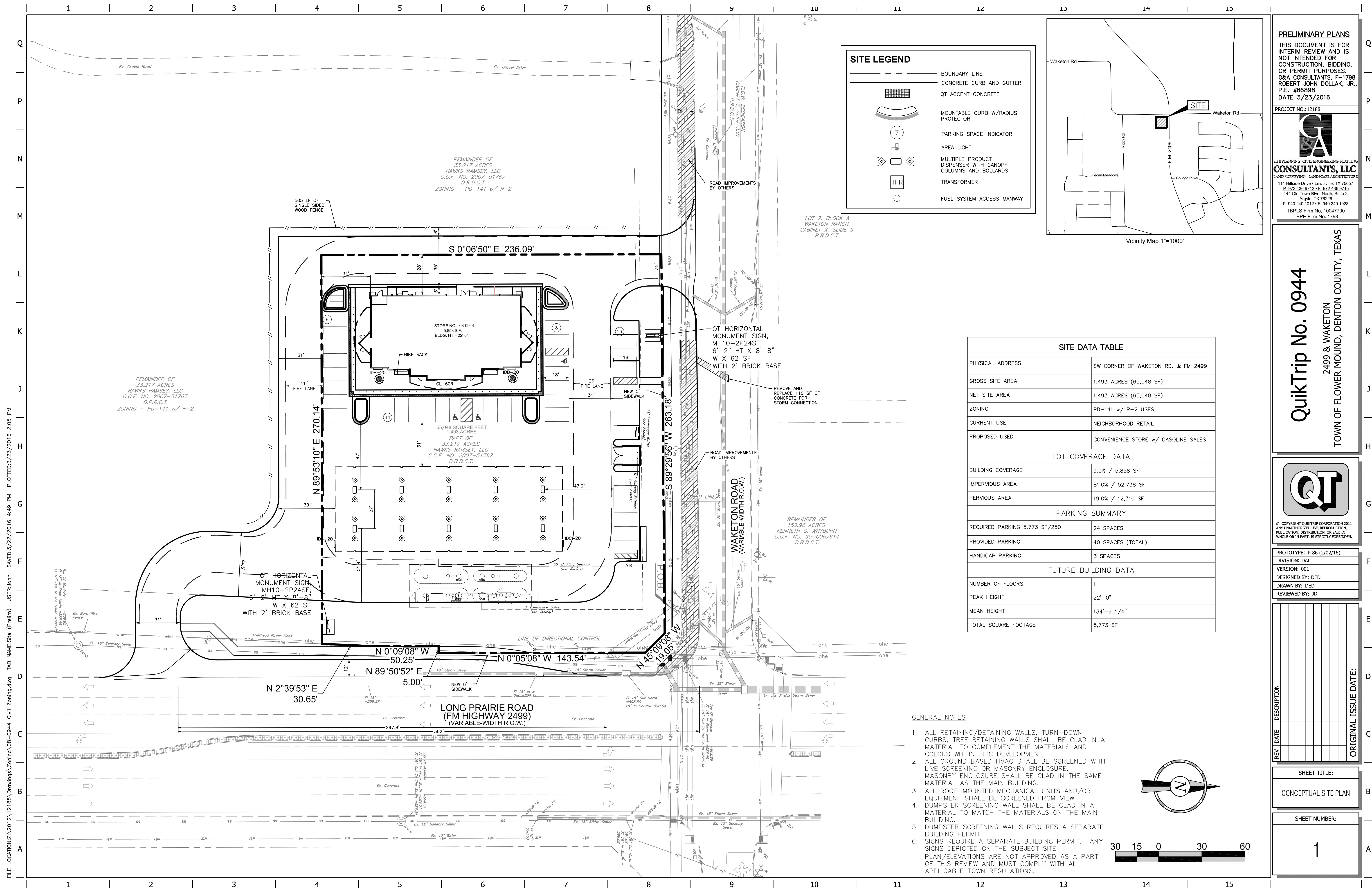
NORTH ELEVATION SCALE 1/4\"=1'-0"

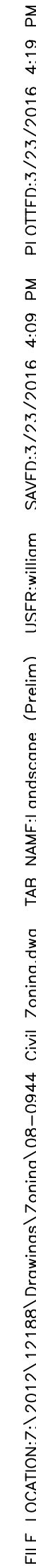
Item	Quantity	Unit	Material	Notes
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91. Concrete Foundation	100.00	SF	4" x 8" x 16"	4" x 8" x 16" concrete foundation
92. Concrete Foundation	100.00	SF	4" x 8" x 16"	4" x 8" x 16" concrete foundation
93. Concrete Foundation	100.00	SF	4" x 8" x 16"	4" x 8" x 16" concrete foundation
94. Concrete Foundation	100.00	SF	4" x 8" x 16"	4" x 8" x 16" concrete foundation
95. Concrete Foundation	100.00	SF	4" x 8" x 16"	4" x 8" x 16" concrete foundation
96. Concrete Foundation	100.00	SF	4" x 8" x 16"	4" x 8" x 16" concrete foundation
97. Concrete Foundation	100.00	SF	4" x 8" x 16"	4" x 8" x 16" concrete foundation
98. Concrete Foundation	100.00	SF	4" x 8" x 16"	4" x 8" x 16" concrete foundation
99. Concrete Foundation	100.00	SF	4" x 8" x 16"	4" x 8" x 16" concrete foundation
100. Concrete Foundation	100.00	SF	4" x 8" x 16"	4" x 8" x 16" concrete foundation



WEST ELEVATION SCALE 1/4\"=1'-0"

Attachment B(1): Specific Use Permit Package





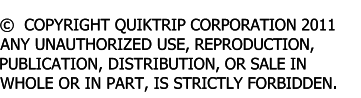
LANDSCAPE REQUIREMENTS		
	REQUIRED ORDINANCE	PROVIDED
PARKING AREA LANDSCAPE	Landscape areas shall be provided within off street parking areas at a minimum 90 s.f. per 12 parking spaces. 41 Parking spaces = 307 s.f.	1,264 s.f. of interior landscape area
	All parking spaces must be located within 50' of a tree.	All spaces located within 50' of tree
	All head in parking to be screened from street view with minimum 3' high shrubs.	3' high screening shrubs screening head in parking
	1 tree for ever 10 parking spaces 41 parking spaces = 5 trees	5 (3" cal) trees
BUFFER REQUIREMENTS	LONG PRAIRIE ROAD (2499)	
	There shall be a minimum landscape buffer of 30' from the ROW line along FM 2499 and 1 tree for every 30 i.f. 330' = 11 trees	Minimum 30' width landscape buffer and 11 (3" cal.) trees provided
	WAKETON RD.	
	There shall be a minimum landscape buffer 15' along Waketon road and 1 tree for every 30 i.f. 247' = 8 trees	15' buffer and 24 (ornamental) trees



TE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
 AND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057
 P: 972.436.9712 • F: 972.436.9715
 144 Old Town Blvd. North, Suite 2
 Argyle, TX 75226
 P: 940.240.1012 • F: 940.240.1028
 TBPLS Firm No. 10047700
 TBPE Firm No. 1798

QuikTrip No. 0944
2499 & WAKETON
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



PROTOTYPE: P-86 (2/02/16)
 DIVISION: DAL
 VERSION: 001
 DESIGNED BY: DED
 DRAWN BY: DED
 REVIEWED BY: JD

[illegible]

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

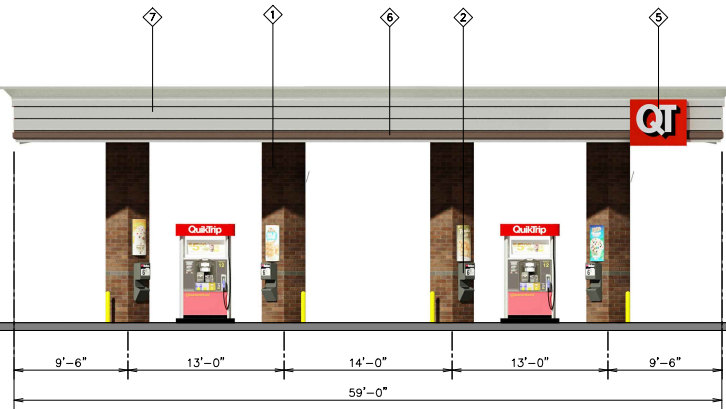
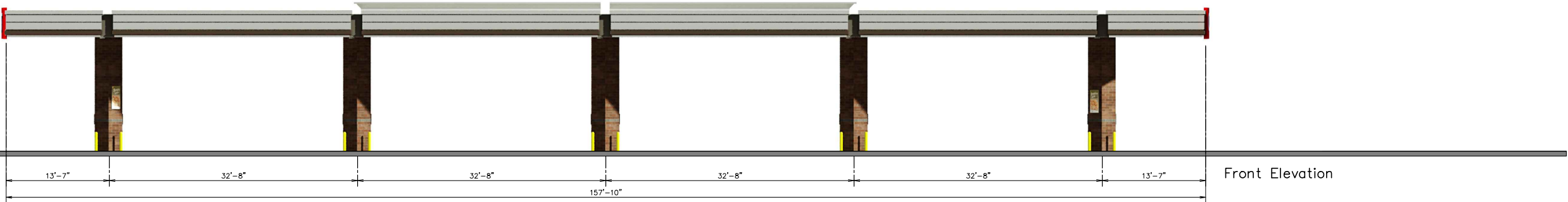
L100



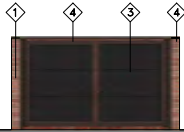
		North	South	East	West
1.	TOTAL Facade S.F.	1238 SF	1238 SF	2428 SF	2293 SF
2.	Facade S.F. (exclusive of doors and windows)	976 SF	976 SF	1744 SF	2027 SF
3.	Doors and Windows S.F.	262 SF	262 SF	684 SF	266 SF
4.	Primary Masonry totals (Min. 80%)	778 SF and 80% of 2	778 SF and 80% of 2	1392 SF and 80% of 2	1890 SF and 93% of 2
	• Brick S.F.	470 SF and 56% of 2	470 SF and 56% of 2	908 SF and 52% of 2	1552 SF and 88% of 2
	• Stone S.F.	307 SF and 24% of 2	307 SF and 24% of 2	484 SF and 28% of 2	338 SF and 7% of 2
	• Tilt Wall S.F.	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2
5.	Secondary Masonry totals (Min. 20%)	190 SF and 20% of 2	190 SF and 20% of 2	519 SF and 20% of 2	109 SF and 7% of 2
	• Stucco S.F.	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2
	• EIFS S.F.	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2
	• Hardiplank S.F.	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2	0 SF and 0% of 2
	• Facia/ Canopy	191 SF and 20% of 2	191 SF and 20% of 2	352 SF and 20% of 2	139 SF and 7% of 2



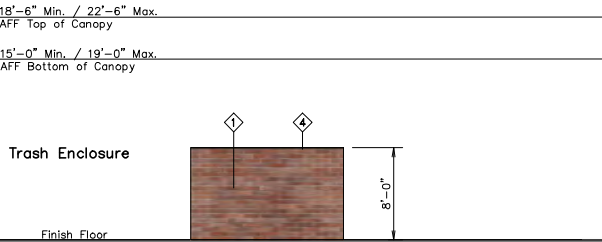
 QuikTrip. 4705 South 129th East Ave. Tulsa, OK 74134-7008 P.O. Box 3475 Tulsa, OK 74101-3475 (918) 615-7700	Store # 0944		Angle Entry w/Custom Hip Roof – Building Elevations		Address: SWC FM 2499 & Waketon Road		City, State: Flower Mound, TX		<table><tr><th>#</th><th>FINISH</th><th>MANUFACTURER</th><th>SPECIFICATION</th></tr><tr><td>1</td><td>BRONZESTONE</td><td>INTERSTATE BRICK</td><td>ATLAS STRUCTURAL BRICK</td></tr><tr><td>2</td><td>MIDNIGHT</td><td>INTERSTATE BRICK</td><td>ATLAS STRUCTURAL BRICK</td></tr><tr><td>3</td><td>HLZ-ALUMINUM</td><td>ALPOLIC</td><td>PASCIA</td></tr><tr><td>4</td><td>QT RED</td><td>LANE</td><td>STANDING SEAM AWNING</td></tr><tr><td>5</td><td>RED POLYCARBONATE</td><td>ALLEN INDUSTRIES</td><td>ILLUMINATED BAND</td></tr><tr><td>6</td><td>DARK BRONZE</td><td>LANE</td><td>METALPAINT</td></tr><tr><td>7</td><td>QT BROWN</td><td>SHERWIN WILLIAMS</td><td>PAINT</td></tr><tr><td>8</td><td>CL-GOP</td><td>ALLEN INDUSTRIES</td><td>SIGNAGE</td></tr><tr><td>9</td><td>BUCKINGHAM</td><td>LANDMARK STONE</td><td>STACKED STONE</td></tr><tr><td>10</td><td>IDB-20</td><td>ALLEN INDUSTRIES</td><td>ILLUMINATED SIGNAGE</td></tr></table>				#	FINISH	MANUFACTURER	SPECIFICATION	1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK	2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK	3	HLZ-ALUMINUM	ALPOLIC	PASCIA	4	QT RED	LANE	STANDING SEAM AWNING	5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND	6	DARK BRONZE	LANE	METALPAINT	7	QT BROWN	SHERWIN WILLIAMS	PAINT	8	CL-GOP	ALLEN INDUSTRIES	SIGNAGE	9	BUCKINGHAM	LANDMARK STONE	STACKED STONE	10	IDB-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
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Serial # 08-0944-BSST		Scale: 1/8"=1'-0"		Issue Date: 02.25.16		Drawn By: JK		Rev/Notes:		COPYRIGHT © 2011 QUIKTRIP CORPORATION DESIGN PATENTS QUIKTRIP PLANS ARE THE EXCLUSIVE PROPERTY OF QUIKTRIP CORPORATION, TULSA, OKLAHOMA. THESE PLANS ARE PROTECTED IN THEIR ENTIRETY BY DOMESTIC AND INTERNATIONAL COPYRIGHT AND PATENT STATUTES. ANY UNAUTHORIZED USE, REPRODUCTION, PUBLICATION, DISTRIBUTION OR SALE IN WHOLE OR IN PART, IS STRICTLY FORBIDDEN.																																														



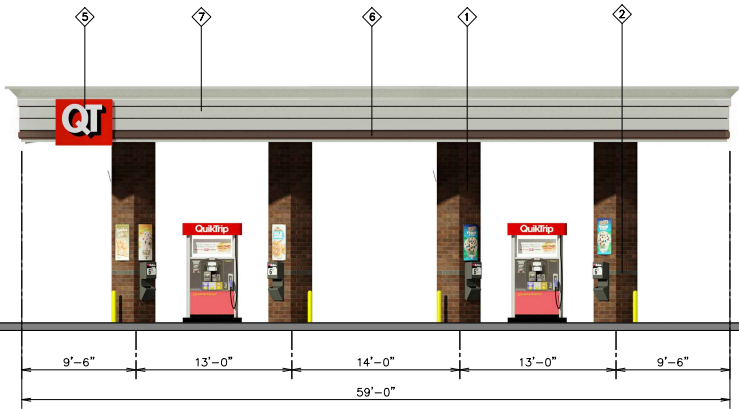
Left Elevation



Front Elevation



Side Elevation



Right Elevation



QuikTrip.

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store # 0944 GD10 Gas Canopy Elevations

Serial # 08-0944-GD10

Scale: 1/16"=1'-0"

Issue Date: 12.21.15

Address: SWC FM 2499 & Waketon Road

Drawn By: JK

Rev/Notes:

City, State: Flower Mound, TX

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT BLACK	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
4	DARK BRONZE	LANE	METAL/PART
5	IDC-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
6	QT BROWN	LANE	NON-ILLUMINATED BAND
7	HLZ-ALUMINUM	ALPOLIC	CANOPY

From: Kerstin Boodee
Sent: Saturday, March 19, 2016 5:24 PM
To: Mayor - Tom Hayden; Place1 - Mark Wise; Place3 - Kevin Bryant; Place2 - Bryan Webb; Place4 - Steve Dixon; Place5 - Itamar Gelbman; planning
Subject: Hawks Hill QT SUP16-0001 and MPA16-0001 Third Round Comments

Dear City Council & Planning & Zoning Committee,

With regards to the upcoming applications for Hawk Hills QT gas station scheduled for the March 28 P&Z and April 4 Town Council meetings, please record my opposition to the current QT architectural design proposal.

The current QT design proposal is not in line with the Town's Architecturally Standards and should therefor not be approved.

Please stand firm to the Flower Mound design standards as this is what makes our city so special.

It will only take one case to set an example for future applications to by pass town design standards.

Thank you very much

Kerstin Boodee
5316 Sining Brook Road
Flower Mound

From: Judy Cortinas

Sent: Wednesday, March 23, 2016 2:34 PM

To: Chuck Russell; Doug Powell; planning; Town Council; Town Secretary's Office; Jimmy Stathatos

Subject: INSIST QUIKTRIP MAINTAINS FLOWER MOUND EXCELLENCE IN DESIGN

First, I would like to commend our Town's Planning Department insistence to QT that they maintain the exemplary design that has always been required of Flower Mound's commercial/retail developments.

Please do not let QT build the designs they have submitted. The Planning Department disagrees with the designs they have brought forward, and we do, too. They do not match the designs of the PD, and do not meet the Town's criteria for exemplary design. It does not seem right that they (the Developer) can chose to override this as a Master Plan Amendment.

Driving from 407 down 2499, I take pride in all the retail developments attention to Flower Mound's building and design requirements. They worked with the Town to build amazing designs and exemplary buildings. QT should be required to do the same.

I am sending pictures of Southlake's QT and it seems to be of much better design than the one they are presenting to Flower Mound. The gas pump canopies even have a stone work look to them.

While we have been reluctant to accept such a huge gas station at this corner, it is much easier to accept it with a design that will match the existing requirements of the PD, and Flower Mound's requirement of excellence in design.

Please do not approve their designs and the SUP until they bring a design plan that belongs in Flower Mound. I feel sure they can do this.

Thank you,

Rudy and Judy Cortinas
3301 Pecan Meadows Dr
Flower Mound, TX 75028





From: Missy Grant
Sent: Wednesday, March 23, 2016 9:40 PM
To: planning
Subject: Opposition to QT as proposed

Dear Planning & Zoning Commission,

Thank you for your continued efforts to hold in high regard the standards for business development in our town.

I am writing to express my concern over the Quik Trip (QT) as proposed for part of the Hawks Hill development. Unfortunately, I will not be able to make the March 28 or April 4 TC meetings. Please accept this letter in lieu of my personal appearance and include it in the record as if I were there in person. My concerns are as follows:

Size of QT - the size of the convenience store/gas station seems disproportionate to the Town's need. While I am sure QT has demographic data to justify such an expansive service station, I do not believe it is in the Town's best interest to have a gas station of that magnitude in as close proximity as it is to the other existing stations along 2499 and 407/Cross Timbers. Twenty pumps seems like overkill, where half that would likely be sufficient. Just because the developer can justify it doesn't mean the Town should approve it as is.

24-hour operation - the placement of the QT as the "hallmark" of Hawks Hill (i.e., at the top with no wind breaks or natural barriers on the south and west sides of the property since the trees in this development and in Highland Court will be significantly smaller and/or removed) risks significant light and noise pollution to the surrounding neighborhoods 24/7. I would respectfully request an earlier close time. Even if pumps are available 24/7, the store itself could be constrained to more appropriate business hours commensurate with other businesses in that same tract, with constraints that would help reduce the impact of light and noise.

Design standards - based on the comments in the most recent documents, it appears QT is not willing to sufficiently subscribe to Flower Mound's rigorous design standards. Although it appears some concessions have been made, changes to a franchise brand that are not in keeping with the Town's standards should not constitute meritorious design just because *some* changes have been made, especially when direction from Town staff has been clear and consistent.

Thank you for your careful deliberation on this project to protect the design and commercial development standards that make Flower Mound unique.

Regards,
Melissa S. Grant
3303 Sycamore Dr.
Flower Mound, TX 75028

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. 443 (SUP-443) FOR A CONVENIENCE STORE WITH GASOLINE SALES ON CERTAIN PROPERTY DESCRIBED AS 1.495 ACRES OF LAND IN THE JESSE WATKINS SURVEY, ABSTRACT NUMBER 1324, AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 141 (PD-141) WITH RETAIL DISTRICT-2 (R-2) 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 1.495 acres of land in the Jesse Watkins Survey, Abstract Number 1324, has filed an application for a Specific Use Permit for a convenience store with gasoline sales; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on March 28, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 4, 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:

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:

1.495 acres of land in the Jesse Watkins Survey, Abstract Number 1324, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Specific Use Permit No. 443 for a convenience store with gasoline sales, as more fully described in the exhibits attached hereto and incorporated herein.

SECTION 2

The conceptual site plan, landscape plan, and elevations of the proposed convenience store with gasoline sales, attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the conceptual site plan, 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 PD-141, 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

Exhibit "A"
Legal Description

BEING at tract of land located in the Town of Flower Mound, Denton County, Texas, part of the Jesse Watkins Survey, Abstract No. 1324, being part of a called 33.217 acre tract of land described in deed to Hawks Ramsey, LLC as recorded under County Clerk's File No. 2007-51767, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with red plastic cap stamped "R.P.L.S. 5199" for the most easterly northeast corner of said 33.217 acre tract, being the southeast end of a right-of-way corner clip at the intersection of the south line of Waketon Road (variable width R.O.W. and the west line of Long Prairie Road (FM Highway 2499, a variable width R.O.W.), and being in the westerly line of a 2.4120 acre tract described in deed to the Town of Flower Mound for right-of-way as recorded as County Clerk's File No. 96-019608, Deed Records, Denton County, Texas;

THENCE, along the east line of said 33.217 acre tract, the westerly line of said 2.4120 acre tract and the west right-of-way line of Long Prairie Road (FM Highway 2499) as follows:

South 00 degrees 04 minutes 35 seconds East, a distance of 143.54 feet to a 1/2" iron rod found;

South 89 degrees 51 minutes 24 seconds West, a distance of 5.00 feet to a TXDOT monument found;

South 00 degrees 08 minutes 35 seconds East, a distance of 50.25 feet to a TXDOT monument found;

South 02 degrees 39 minutes 14 seconds West, a distance of 45.30 feet to a 5/8" iron rod set with red plastic cap stamped "R.P.L.S. 5199";

THENCE, departing the west right-of-way line of Long Prairie Road (FM Highway 2499), over and across said 33.217 acre tract as follows:

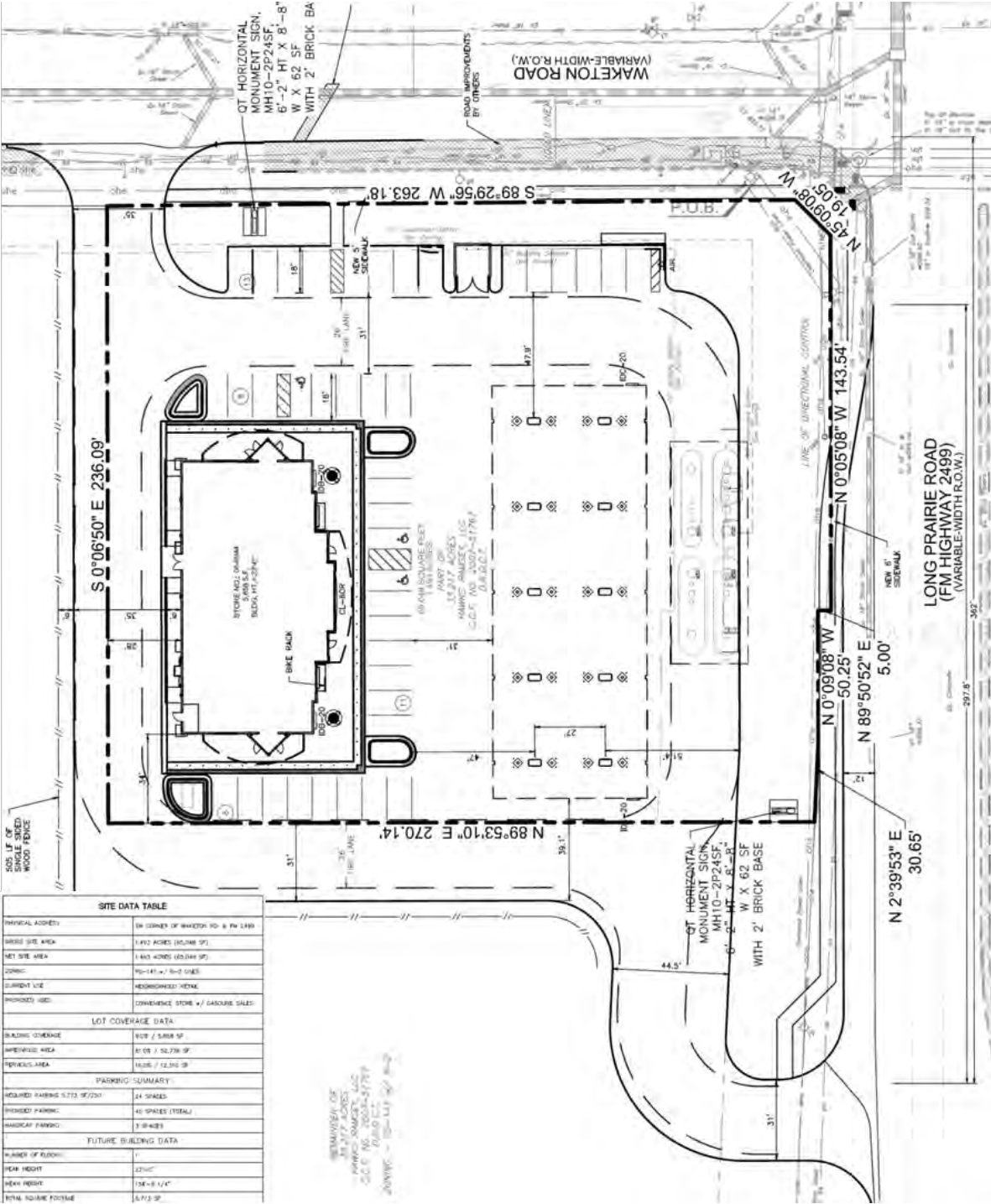
South 89 degrees 51 minutes 25 seconds West, a distance of 253.96 feet to a 5/8" iron rod set with red plastic cap stamped "R.P.L.S. 5199";

North 00 degrees 08 minutes 35 seconds West, a distance of 250.82 feet to a 5/8" iron rod with red plastic cap stamped "R.P.L.S. 5199" set;

North 89 degrees 29 minutes 55 seconds East, a distance of 247.87 feet to a 5/8" iron rod set in the northeast line of said 33.217 acre tract, being in the westerly line of said 2.4120 acre tract and being in the aforementioned right-of-way corner clip;

THENCE, along the northeast line of said 33.217 acre tract, the westerly line of said 2.4120 acre tract, and along said right-of-way corner clip, 45 degrees 08 minutes 35 seconds East, a distance of 19.05 feet to the **POINT OF BEGINNING** and containing 65,133 square feet or 1.4952 acres of land more or less.

Exhibit "B"
Conceptual Site Plan



Prior to Town approval of the final site and landscape plans, enhanced landscaping and screening must be demonstrated adjacent to proposed dumpster in accordance with Section 82-272 of the Town Code

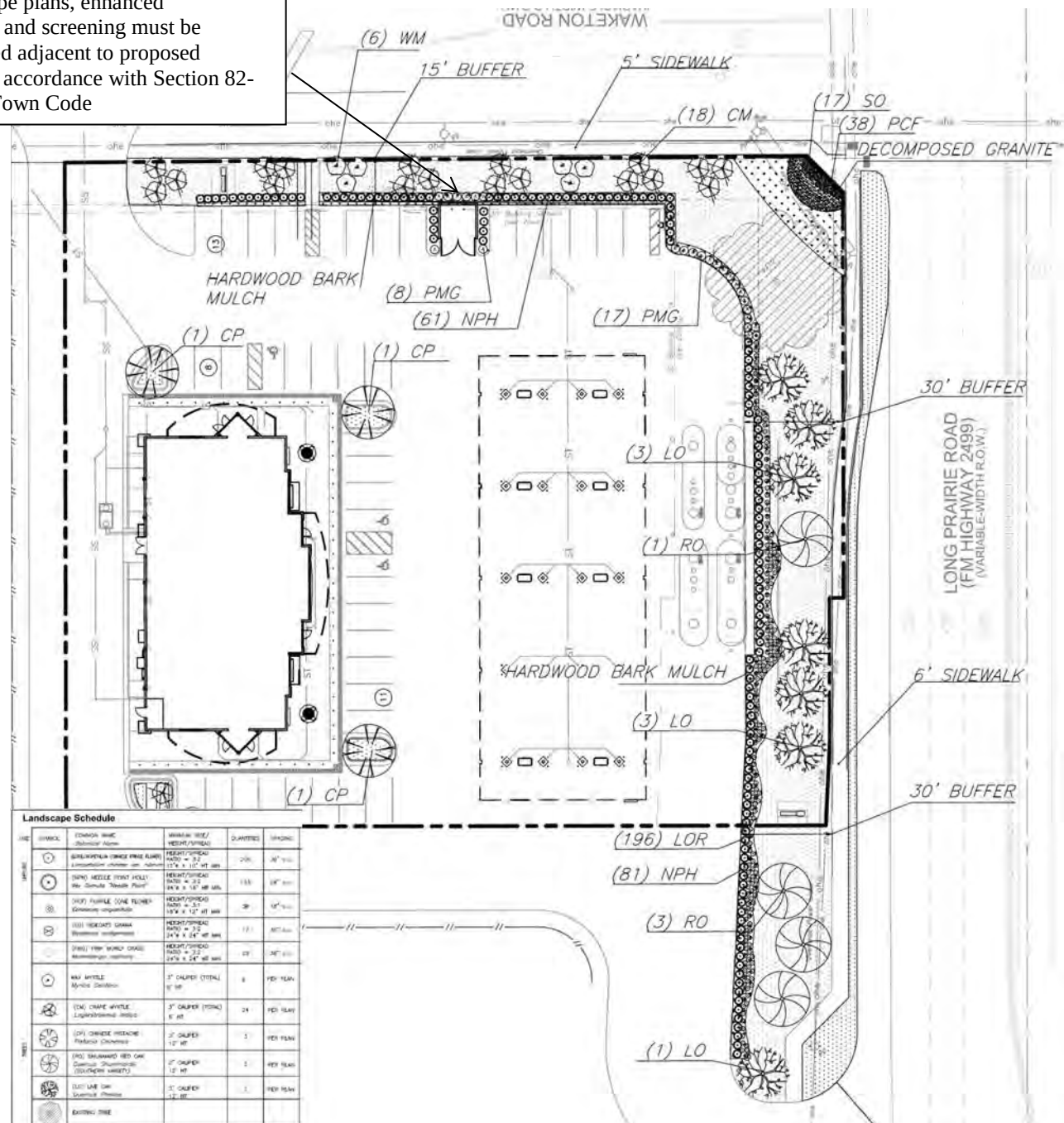
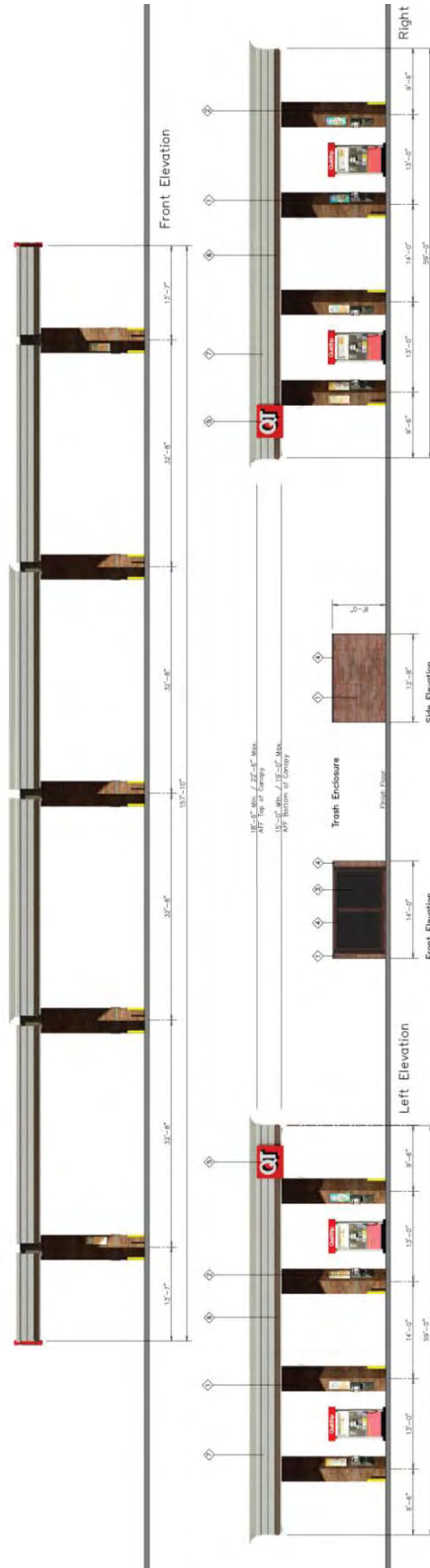


Exhibit “D”
Conceptual Elevations





From:

Sent: Monday, March 28, 2016 1:15 PM

To: Town Secretary's Office; Town Council; planning

Subject: Hawks Hill QT

Dear Staff, Planning & Zoning Commission and Town Council,

First, I am omitting my name and ask that any personal information be redacted as I am concerned that Planning and Zoning and Town Council bring a prejudice and bias whenever they see emails from me.

Second, Commissioners and Councilmembers took an oath to act in good faith of all, yet certain members continue to have personal relationships with developers that are on the agenda and do not recuse themselves or abstain from voting paying no mind to possible conflict of interest..

SUP16-0001 – Hawks Hill QT

I would like to see the QT built in the Lakeside area as the population density has greatly increased there and there is no gas station on 2499 north bound from the time you exit highway 121 until you reach Flower Mound Rd. Since most people fill up after work so they're not rushed in the mornings and the traffic is greater the closer you get to the freeway it makes more sense at this time to put it on the northbound side in the southern part of town.

Other considerations against the Waketon Rd location:

1. 24 hours of glaring bright lights infringes on the privacy of existing residents especially those living across the street.
2. Within 1 mile there is a 16 pump Murphy USA gas station already opening this year.
3. The population density in this area has not increased enough to warrant the need. No new home construction within 4 years and less than 100 homes proposed next 2-5yrs.
4. No one wants to dine at a restaurant that overlooks a gas station and especially not eat outside and smell gas vapors, greasy convenience food or trash.

MPA16-0001 – Hawks Hill QT

As for the proposed amendment to roof and parapet standards, if Home Depot, McDonalds and other national chains including the 18 existing gas stations in town had to conform to Flower Mounds strict architectural standards then QT should too.

Regards

From: Randy.S.Rorick
Sent: Monday, March 28, 2016 2:02 PM
To: Chuck Russell
Subject: In Favor of QT SUP

I am in favor of QT SUP moving forward in Flower Mound! This will, no doubt, help our sales tax base as well as provide more jobs to Flower Mound. This will also put a QUALITY convenience store in a key spot in Flower Mound (between 1171 and 407)!

Thank you for taking this email!

Randy Rorick

Randy Rorick

Area Sales Manager
DFW North

Wells Fargo Home Mortgage | 101 S Locust Suite 650
Denton, tx. 76201
MAC-T9762-020

From: Brad
Sent: Monday, March 28, 2016 2:11 PM
To: Chuck Russell
Subject: QT SUP Support

Chuck, please note that I am in favor of the QT SUP moving forward. It will help our sales tax base as well as add jobs.

Brad Martin
840 Tealwood Circle
Flower Mound, TX

Please disregard misspellings and brevity.
Sent from my iPhone

From: Polyak, Nick
Sent: Monday, March 28, 2016 2:16 PM
To: Chuck Russell
Subject: Support for Quik Trip SUP

Mr. Russell,

As a 15+ year resident of Flower Mound, I'm writing to express my support of moving the QT SUP forward on the basis of further diversifying our tax base, new jobs for the community and my perceived need for a gas and convenience store in the 2499 corridor between 1171 and 407. I believe QT is the best operator to consider for our town and the growing development and traffic patterns in the area.

If you have questions or would like additional information from me, please let me know.

Thank you for your consideration.

Nick Polyak
3600 Jennifer Drive
Flower Mound, TX 75022

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BOSC, Inc does not accept orders by electronic mail.

From: Kamron Stevens
Sent: Monday, March 28, 2016 3:05 PM
To: Chuck Russell
Subject: QT

I am voting in support of QT and want a convenience store close!!!

Thank you,

Kamron Stevens

Sent from my iPhone

From: Jill Harwell
Sent: Monday, March 28, 2016 3:07 PM
To: Chuck Russell
Subject: QT in Flower Mound

I am voting in support of QT in flower mound. We need a convenience store in between 407 and 1171.

Thank you!!!

Jill Harwell ♥️👍♥️👍👤
Sent from my iPhone

From: Lynn
Sent: Monday, March 28, 2016 3:09 PM
To: Chuck Russell
Subject: QT

I am writing in favor of the QT project. I am all for the revenue it will bring to our town.

Lynn Peterson
3604 Sandhurst Dr.

Sent from my iPad

From: stuartcschmidt
Sent: Monday, March 28, 2016 3:15 PM
To: Chuck Russell
Subject: QT SUP

I am writing in support of the QT SUP to be located on 2499 and Waketon. The opportunity to increase tax base as well as additional jobs in our town is important to me. I also feel that a convenience store closer to 407 will be successful, as there are no such stores in that area.

I am in support of this proposal and for the zoning committee approving this project.

Feel free to contact me if you have any questions.

Sincerely,
Stuart
3713 Sonoma Bend, Flower Mound

From: John Seykora
Sent: Sunday, March 27, 2016 9:25 PM
To: Chuck Russell
Subject: QT Project

I am in favor of the QT SUP moving forward at 2499 and Waketon. Our town needs a quality convenience store especially at this location. Not only will QT bring in a strong tax base, they also give back to the community in a variety of ways. We need more quality companies like QT in this town.

Thanks

John Seykora

From: Dennis Heckman
Sent: Monday, March 28, 2016 8:09 AM
To: Chuck Russell
Subject: P&Z agenda items 4 and 5

Chuck,

Could you please distribute this email to P&Z. I have sent the email to them but the lady at the Town office was not sure she gave me the correct email address for them. Thank you.

I am in favor of the SUP for Quick Trip - I believe the Town of Flower Mound needs this type of high end convenience store between 407 and 1171. QT is a quality Corporation that gives back to the community and sponsors the Wounded Warrior project as well as many other local charities. QT will also help create jobs and provide tax revenue for the Town of Flower Mound. I feel like QT corporate has made strides to make this one of the nicest QT stores in the United States. Please consider strongly voting "yes" for the approval of this SUP.

Thank you,

Dennis Heckman
Heckman Land & Property LLC
The Forums at the Riverwalk
3700 River Walk Dr. Suite 155
Flower Mound, TX 75028

-----Original Message-----

From:

Sent: Monday, March 28, 2016 2:53 PM

To: Chuck Russell

Subject: QT

I am in support of QT's SUP and convenience store.

Kim Antonacci

2212 Bella Lago dr

Sent from my iPhone

-----Original Message-----

From: Jill Lange

Sent: Monday, March 28, 2016 2:12 PM

To: Chuck Russell

Subject: QT

I am in favor of QT coming to Flower Mound. They are an excellent company.

Jill Lange

2609 Pasadena Place

Flower Mound TX 75022

Sent from my iPhone

From: Cari Shropshire
Sent: Monday, March 28, 2016 5:28 PM
To: Cindi Price
Subject: Approval of Hawks Hill - QT

Hi Cindi,

Could you please forward this email to the Planning and Zoning Commission...

Planning and Zoning Commissioners,

Please vote to approve the Hawks Hill/QuickTrip proposal and send it to council. As a resident of Flower Mound, I feel we definitely need a gas station on 2499.

Thank You,

Cari Shropshire
4612 Sandera Ln.
Flower Mound

From: Denise White
Sent: Monday, March 28, 2016 5:05 PM
To: Chuck Russell
Subject: QT

Mr. Russell,

I will not be at tonight's P&Z meeting but would like to let you know of my support for QT!
The QT will be a great addition to our town. They picked a great location at Hawks Hill. I believe this location is perfect, right in the heart town. We really do need a gas station & convenience store in this part of town. I hope to see the QT pass planning & zoning tonight.
Thank you for your service to our town.

Denise White
3104 Beaver Creek Dr.
Flower Mound
Sent from my iPad

From: Judy Cortinas
Sent: Tuesday, March 29, 2016 11:41 AM
To: Chuck Russell; Doug Powell
Cc: Town Council; Town Secretary's Office; Jimmy Stathatos; planning
Subject: QUIKTRIP needs to Compromise

Chuck and Doug,

Thank you for your diligence in working to keep the excellence in design of Flower Mound. I cannot tell you how much it means that you have taken the effort to keep the standards of development high in our town.

I came to you with my questions, rather than make a big issue out of it on social media. I was tempted – believe me. But I remembered what we have always been told – if you have an issue, come to us (the Town) to get your answers. This time I did that, and felt very secure in the fact that the town was fighting for the exemplary design that Flower Mound is known for. I did not call for an onslaught of opposition at the P&Z meeting. I felt the Planning Department had done an excellent job in fighting for the right design. Once again, thank you.

My disappointment is with QuikTrip. I really did like QuikTrip before this ordeal. My feelings are muddled now. I have never seen such a blatant and arrogant display of intimidation by a developer in Flower Mound, much less any city. The threat of not building a QT if they cannot build it to their design left me speechless. What other developer has come in to the Town of Flower Mound and done this, and gotten away with it? I cannot think of any. The Planning and Zoning Commissioner's original questions were well founded and moving in the right direction UNTIL they were told that QuikTrip would not build here UNLESS they built the only building design they gave us. There was no room for compromise.

Past developers have always worked with the Town. I sure do feel sorry for them now. Home Depot needs to revisit their building design, and bring forward their best shot at presenting their Franchise Design at this point. Jake's needs to change back to their exposed neon lights. The list goes on. I think the Town will feel a lash back of developers on this if it is approved at Town Council. This also sets a precedent for future development.

The PD of Hawks Hill seems to be just a farce. The intimidation and threats by the property owner to get it approved with the statement that there were no Master Plan Amendments, and

everything to Town's standards had been met. If QT was aware of this, then they too played a part in this charade.

I would ask that the Town Council rethink this issue. Challenge QT's threat of not building here. Table this, and ask that they come back with a design closer to what we have asked for. They will make a tremendous profit on this site, and I believe that they could come closer to our request of exemplary design. QT's presence is not something people will fight, but it sure would be nice if the Town could control the design.

Thanks,

Judy Cortinas

3301 Pecan Meadows Drive



TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: April 4, 2016

FROM: Andy Kancel, Chief of Police

ITEM: The second of two Public Hearings to review Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew."

BACKGROUND INFORMATION: A review of the Town Ordinance involving the curfew hours for minors has been completed and it has been determined by staff that there are no amendments needed to continue the ordinance that will allow enforcement action to be taken during the stated curfew hours.

Chapter 370, Section 370.002 of the Texas Local Government Code requires the governing body to abolish, continue or modify the ordinance every three years.

After reviewing all available information regarding crimes, juvenile involvement and curfew violations, it is recommended that no changes to the Code be made.

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

ATTACHMENTS:

1. Ordinance continuing the Town of Flower Mound Juvenile Curfew Regulations
2. [Link to ARTICLE III.- OFFENSES REGARDING MINORS DIVISION 2. - CURFEW](#)

RECOMMENDATION: That Flower Mound Town Council to continue Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew" with no changes to the Code.

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

AN ORDINANCE CONTINUING THE TOWN'S JUVENILE CURFEW REGULATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas 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 previously adopted juvenile curfew regulations, codified in Chapter 50, Article III, Division 2 of the Flower Mound Code; and

WHEREAS, Section 370.002 of the Texas Local Government Code requires the Town to review the curfew ordinance and hold public hearings every three years; and

WHEREAS, the Town Council has reviewed these juvenile curfew regulations and their effects on the community and on problems the ordinance was intended to remedy; and

WHEREAS, the Town Council conducted public hearings on February 15, 2016, and April 4, 2016, on the need to continue the ordinance; and

WHEREAS, the Town Council has determined that the ordinance is effective in addressing the problems it was intended to remedy.

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

SECTION 1.

The juvenile curfew regulations of the Town of Flower Mound, are hereby continued as is with no changes.

SECTION 2.

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

Ord. No. _____

SECTION 3.

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

SECTION 4.

The Town Secretary of the Town of Flower Mound is hereby 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.

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 4th DAY OF APRIL, 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. 10

REGULAR ITEM

DATE: April 4, 2016

FROM: Debra Wallace, Assistant Town Manager/CFO

DW

ITEM: Public Hearing to consider adopting on first reading an ordinance of the Town Council of the Town of Flower Mound, Texas, granting a franchise for solid waste services to Community Waste Disposal, L.P.

BACKGROUND INFORMATION: On October 5, 2015, Waste Management proposed a significant rate increase of almost double the current base rate for residential collection to maintain the current service level. As a result, staff determined that it would be in the best interest of the Town to solicit proposals to insure the Town can continue to provide the best services at the best value to its citizenry and businesses.

The current contract with Waste Management will expire on September 30, 2016. If another provider is selected, the Town is required to provide the current company with a 90-day notice of non-renewal.

On January 10, 2016 RFP No. 2016-22 was made public, with a deadline for proposals of February 3, 2016. The Town received four responses from Community Waste Disposal, Republic Services, Waste Management and Progressive Waste.

BOARD REVIEW/CITIZEN FEEDBACK: An evaluation committee was formed which independently reviewed each proposal in accordance with the requirements of the RFP (see evaluation criteria). The committee met on February 17, 2016 to discuss the evaluations. Additional information was received and reviewed on March 3. The committee met on March 8 and unanimously selected Community Waste Disposal, L.P. as the service provider that could meet the needs of the community.

<u>Firm</u>	<u>Score</u>
Community Waste Disposal, L.P.	343
Allied Waste dba Republic Services	299
Waste Management	253
Progressive Waste	210

The committee also recommends the Town consider a "Yard Waste Recycling" option as an added benefit. The following details the current versus proposed service levels and pricing. Also included are optional "Yard Waste Recycling" pricing, and additional information regarding other benefits and services.

	Current	Proposed
Trash, Bulk, and Recycling collection services 1 X/week and On-demand Household Hazardous Waste Collection	*\$8.69/monthly base rate	*\$10.04/monthly base rate
Donation annually to Customer Relations Program	\$75,000 adjusted annually with CPI	\$80,000 adjusted annually with CPI
Donation annually to Keep Flower Mound Beautiful	\$5,000	\$5,000
Roll-off containers free of charge annually for use at Town clean up events or other events as designated	Twenty 30 yard roll-offs	Twenty five 30 yard roll-offs
Free collection services at Town facilities with exception of sludge removal and other special collection	X	X
Brochures specific to Town residential services provided by firm at no cost to the Town on an annual basis	N/A	A minimum of 2,000 adjusted as needed based on growth
Optional "Yard Waste Recycling" Program	N/A	\$1.29/month
*Base rates do not include 4% service fee or 5% franchise fee		

ALTERNATIVES/OPTIONS: The Town may choose to include, or not include, the "Yard Waste Recycling" program at an additional cost of \$1.29/month per household.

FISCAL IMPACT: Estimated revenue \$512,000

Proposed Revenue:	Account Number(s):
\$320,000	Franchise Fees – Solid Waste (100-4123)
\$80,000	Customer Relations Program (100-4719)
\$112,000	Solid Waste Collection (200-4220)

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

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

ATTACHMENTS:

1. Ordinance
2. Franchise Agreement
3. Evaluation Criteria

RECOMMENDATION: Move to adopt on first reading the attached ordinance granting a franchise for solid waste services to Community Waste Disposal, L.P.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, GRANTING A FRANCHISE FOR SOLID WASTE SERVICES TO COMMUNITY WASTE DISPOSAL, L.P.; AMENDING CHAPTER 70, ARTICLE IV "SOLID WASTE" OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; REPEALING DIVISIONS 1 AND 2 OF ARTICLE V "SOLID WASTE" IN APPENDIX B; 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, Articles III and X of the Charter of the Town of Flower Mound authorize the Town Council to grant, amend, renew, and extend all franchises for public utilities by ordinance upon two readings; and

WHEREAS, the Town Council is authorized to adopt regulations for controlling and governing solid waste collection, handling, transportation, storage, processing and disposal pursuant to Chapter 363 of the Texas Health and Safety Code; and

WHEREAS, the Town Council finds that this ordinance is in the best interest of the Town of Flower Mound and is necessary to preserve and protect the public 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:

SECTION 1

All of the above premises are 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

Community Waste Disposal, L.P., is hereby granted a franchise, license, and privilege within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal, and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the franchise agreement between the Town of Flower Mound and Community Waste Disposal, L.P., which will not be codified, but shall be kept on file in the Town Secretary's Office and is made effective in accordance with this Ordinance and made a part of this Ordinance by reference.

SECTION 3

From and after October 1, 2016, Section 70-261 of the Code of Ordinances of the Town of Flower Mound, entitled "Regulations for collection and disposal", is hereby amended in its entirety and replaced with the following provision:

"Sec. 70-261. - Regulations for collection and disposal.

The regulations regarding solid waste collection and disposal, including the rates and charges for solid waste collection services, are contained in the effective franchise agreement for solid waste collection services on file in the Town Secretary's Office."

SECTION 4

From and after October 1, 2016, Section 70-262 of the Code of Ordinances of the Town of Flower Mound, entitled "Rates and charges", is hereby repealed in its entirety.

SECTION 5

From and after October 1, 2016, Division 1 and Division 2 of Article V, entitled "Solid Waste," in Appendix B of the Code of Ordinances are hereby repealed in their entirety.

SECTION 6

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 7

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 8

Any person, firm or corporation who violates any provision of this Ordinance 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.

ORDINANCE NO. _____

Page 3

SECTION 9

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of any ordinances 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 10

The Town Secretary of the Town of Flower Mound is hereby directed to publish the full text of this ordinance once each week for two consecutive weeks in the official newspaper of the Town in accordance with Town Charter Sec. 10.02.

SECTION 11

This Ordinance shall be in full force and effect from and after the expiration of 30 days following its passage, pursuant to the terms contained herein, and publication as required by law, and it is so ordained.

DULY PASSED, APPROVED, AND ADOPTED ON FIRST READING BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF _____, 2016.

DULY PASSED, APPROVED, AND ADOPTED ON SECOND READING 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

SOLID WASTE FRANCHISE AGREEMENT

This Solid Waste Franchise Agreement ("Contract") is made and entered into by and between the Town of Flower Mound, Texas, a municipal corporation located in Denton and Tarrant Counties, Texas (hereinafter called "Town"), and Community Waste Disposal, L.P., (hereinafter called "Contractor").

WHEREAS, Contractor was granted a franchise, license, and privilege on the 18th day of April, 2016, to provide solid waste and recyclable materials collection within the Town and to perform such work as may be incidental thereto in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grant of Franchise

- A. Contractor is hereby granted the right and privilege to conduct business for the purpose of collection and disposal of solid waste, garbage, refuse, trash, and rubbish (municipal solid waste), and recyclable materials collection and processing within the corporate limits of the Town and any tracts, territories, and areas hereafter annexed to, or acquired by, the Town. All commercial establishments located within the jurisdictional limits of the Town shall contract with Contractor by separate agreement for their municipal solid waste collection and disposal during the term hereof, subject to the terms of this franchise.
- B. The Town hereby grants Contractor the right to use the public streets, alleys and thoroughfares within the corporate limits of the Town, and any tracts, territories, and areas hereafter annexed to, or acquired by, the Town, for the purpose of engaging in the business of solid waste collection and recycling collection in the Town.
- C. This franchise shall take effect and continue and remain in full force and effect for a period of 5 years from October 1, 2016 (the "initial term"). The initial term of this franchise shall be automatically renewed and extended for additional successive one-year periods (each, a "renewal term"); provided, should either the Town or Contractor desire to not renew this franchise upon the expiration of the then current term, such party shall give the other party written notice of such termination at least 90 days prior to the last day of such current term, whereupon this franchise shall terminate upon the expiration of such current term.

2. Contract

- A. This Contract shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:

- (a) The request for proposals from Town;
 - (b) This Contract and Contract terms and definitions;
 - (c) Contractor's proposal, including all exhibits;
 - (d) The performance bond; and
 - (e) Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- B. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
- C. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.
- D. In the event of any conflict between any provision of this Contract and any provision in either or both items (a) and (c) referenced herein, the provisions of this Contract shall control.

3. Definitions

Dumpster/ Roll-off Container (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Brush/Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or fifty (50) lbs. in weight.

Bulky Wastes: Stoves, water tanks, washing machines, furniture, refrigerators (with all CFCs (chlorofluorocarbons) removed), Construction Debris (generated from the Residential Unit only) and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Polycarts, as the case may be.

Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the Town, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Contract Documents: The Request for Proposal, Contractor's Proposal, Performance Bond, Contract resulting from negotiations, and any addenda or changes to the foregoing documents agreed to by the Town and Contractor.

Contractor: The person, corporation, or partnership performing services under this Contract.

Customer: An occupant, owner, or tenant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Garbage: Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing,

consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Hazardous Waste: Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

Landfill/Transfer Station: A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.

Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Polycart(s) with the lid(s) closed.

Polycart: A wheeled receptacle with a maximum capacity of 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect Unit, with ownership retained by Contractor.

Recyclable Materials: Commodities collected by Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum and metal (tin) cans and corrugated boxes/cardboard.

Recycling Container: A plastic polycart designed for the purpose of curbside collection of recyclable materials at Residential Units.

Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four (4) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four (4) or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Storm Event Debris: Garbage, Rubbish, Bulky Waste, Brush, and other debris and waste materials that result from a hurricane, tornado, wind storm, flood, natural disaster, or other act of God the collection of which falls outside the Residential Unit base rates set forth in this Contract.

Town: The Town of Flower Mound, Texas.

Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

4. Scope and Nature of Operation

- A. Residential Collection: Contractor shall undertake curbside collection service for the collection of residential Refuse and Recyclable Materials to each Residential Unit one (1) time per week when placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide Town a copy of maps indicating the routes used in the collection of waste from all residential customers. The Town has the right to reject and request reasonable modification of routes, and updates on routes of Contractor.

B. Commercial and Industrial Accounts:

- (a) Contractor shall collect and remove acceptable Garbage from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner, owner's agent, or tenant of the property. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The Town shall be the sole determinant of acceptable dumpster pads, locations and screening.
- (b) Contractor shall provide curbside collection service for the collection of Refuse from Commercial Hand Collect Units as defined by this Contract one (1) time per week when placed in Polycarts, and placed at curbside by 7:00 a.m. on the designated collection day.

C. Brush/Bulky Wastes Collection: In addition, Contractor shall provide a special collection service for Brush/Bulky Wastes and/or Bundles one (1) time per week to all Residential Unit Customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush/Bundle and Bulky Wastes.

D. Residential Doorside Collection - Household Hazardous Waste & E-Waste Collection: Contractor shall offer, for the life of this Contract, a scheduled on call service program for the collection of household hazardous waste and electronic waste. Residents will be provided with the contact information required to place a call for instructions regarding the placement and pickup of said items at resident's location. Pickups shall generally be made within two-to-three weeks of call to schedule service.

E. Dead Animals: From time to time, Contractor may provide for the special collection of dead animals at residential, commercial, and industrial units upon such terms and conditions as are mutually agreed upon by Contractor and the Town, and Contractor has no obligation to pick up all such dead animals.

5. Collection Operation

A. Hours of Operation:

- (a) Residential garbage collection shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.
- (b) Commercial garbage collection for commercial areas located adjacent to residential areas shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.

- (c) All other commercial garbage collection not specified in subparagraph (B), above, shall be conducted only between the hours of 3:00 a.m. and 7:00 p.m.
- (d) Garbage collection from public or governmental areas shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.
- B. Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.
- C. Routes of Collection: Collection routes shall be established by Contractor as approved by the Town. The Town shall be provided route collection maps and container locations.
- D. Holidays: The following shall be holidays for purposes of this Contract:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

When a holiday falls on a week day (Monday through Friday), Contractor shall delay all routes one day from the day of the holiday until the end of that week, completing all routes on Saturday of that week. For example, if New Year's Day falls on Wednesday, no routes are run on Wednesday. The New Year's Day routes will be run on Thursday, Thursday's routes will be run on Friday, and Friday's routes will be run on Saturday.

- E. Complaints: The Town's Customer Relations Office shall assume responsibility for receiving and coordinating all residential service requests and complaint management functions related to Contractor's solid waste collection and recycling collection services. To assist in defraying the costs for this function, Contractor shall make an annual contribution to the Town as described in Section 26 "Customer Relations Contribution." At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within one (1) business day (Monday through Friday) of receipt of such complaint and shall be promptly resolved.
- F. Collection-Equipment:
 - (a) Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract.

Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the corporate limits of the Town nor while en route to the disposal site, where such accumulation shall be dumped.

- (b) Due to street size variations in the Town, Contractor shall provide equipment that will accommodate such public streets and alleys. Contractor shall utilize lighter-capacity single-axle collection trucks for those routes identified by the Town and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (*i.e.*, on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.
 - (c) All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe and efficient working condition throughout the term of this Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The Town may inspect Contractor's vehicles at any time to insure compliance of equipment with this Contract, or require an equipment replacement schedule to be submitted to the Town. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.
- G. Disposal: Contractor shall deliver solid waste collected to a licensed sanitary landfill of its choice operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA).
- H. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Town's Customer Relations Office so that proper notice can be given to the customer at the premises to properly contain refuse. Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, Town shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or

require the customer to utilize a commercial container with a larger capacity, and Contractor shall be compensated for such additional services.

- I. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the Town, in writing, of such condition and of its inability to make collection.
- J. Protection from Scattering: Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately.

6. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide on-site personnel during the transition from the Town's current Solid Waste contractor to Community Waste Disposal, L.P. Contractor shall provide an employee(s) at Town Hall located at 2121 Cross Timbers Road, Flower Mound, TX to assist the Town's Customer Relations division during the transition period for a timeframe not to exceed three (3) weeks.
- B. Contractor shall provide direct mail information regarding Contractor's solid waste services to all Flower Mound households and also print, at Contractor's expense, brochures annually up to 2,000 pieces, as needed, for the length of the contract. The Town reserves the right to approve the form of all such direct mail pieces and brochures, and to adjust this number as needed to meet growth.
- C. During each year of this Contract, Contractor shall provide twenty-five (25) 30-yard roll-off containers for neighborhood clean-up events and other Town events as designated. The provision of such roll-off containers shall be at no charge to the Town; such complimentary service shall include all costs (e.g., delivery, rental, disposal, etc.). The Town shall provide a two-week notification to Contractor to schedule such events.
- D. In addition, Contractor, during the term of this Contract, on October 1 of each year of this Contract, shall donate \$5,000 annually to Keep Flower Mound Beautiful (KFMB).

7. Recyclable Materials

- A. Contractor shall provide a single-stream Recyclable Materials collection service to Residential Units on a once per week schedule. Residents will not be required to separate Recyclable Materials by type of material; therefore, all recyclables may be commingled with other Recyclable Materials. Contractor shall include a list of acceptable Recyclable Materials in its program materials sent to Residential Units.
- B. Contractor shall be responsible for transporting the Recyclable Materials to a processing site of its choice and must have established buyers or markets for the recyclables, as the market allows. Contractor shall be required to identify the buyers of the Recyclable Materials upon request by the Town. Recyclable Materials collected for the purpose of recycling may not be deposited in any landfill unless the Recyclable Materials load is contaminated with Garbage or other unacceptable waste.
- C. Contractor shall be totally responsible for the costs of processing and marketing of all Recyclable Materials collected pursuant to this Contract. Contractor shall pay to the Town fifty percent (50%) of all revenues, less processing fees, if any, from the sale of Recyclable Materials. Such payment to the Town shall be made quarterly on a calendar year basis.

8. Ownership

Title to Refuse, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Dumpster/Roll-off or container of any sort, or removed by Contractor from the customer's premises, whichever last occurs. Title to hazardous waste or any other wastes excluded from this Contract remains with the generator of such waste and Contractor shall have no responsibility or liability to the Town for such unacceptable waste.

9. Services at Town Facilities

- A. Contractor shall provide solid waste collection service at the Flower Mound Town Hall, located at 2121 Cross Timbers Road, and at all other current and future municipal facilities in the Town, all at no charge, excluding the roll-off and sludge removal services at 1105 Duncan Lane referred to later in this section.
- B. The 30-yard roll-off containers at the Town's Service Center, located at 1105 Duncan Lane, typically filled with Brush, tree limbs and other waste or Bulky Waste picked up from the rights-of-way throughout the Town, shall be serviced at a rate of \$198/haul per container with no rental fee charged.

- C. The Town, at its sole discretion, may elect to dispose of all sludge accumulated at the Town's wastewater treatment plant located at the end of Duncan Lane, Flower Mound, Texas, using its own equipment or by contract with a separate vendor. If requested by Town, Contractor agrees to dispose of sludge at a landfill of Contractor's choice accumulated at the Town's wastewater treatment plant, at the following rates during the term of this Contract, or any renewal thereof:

- | | | |
|-----|---|------------------|
| (a) | Routine Transportation Charge (includes 4 tons) | \$205 per haul |
| (b) | Landfill Disposal Charge
based on the current profile on file of the material | \$24.00 per ton |
| (c) | Emergency/Wet Weather Contingency Charge
6 times a year; Combined flat rate charge for labor and fuel to deliver empty; 20 or 30 cubic yard containers as needed or requested | \$175/delivery |
| (d) | Per Hour Charge for Delays (Stated hourly rate reflects total hourly cost for any delays caused by the Town of Flower Mound. Delay charge will not apply to any delays not caused by the Town of Flower Mound.) | \$95 per hour |
| (e) | Liner for container if needed included in pricing above. | |

The charges in this section are not subject to franchise fees.

10. Landfill/Transfer Station Access

Residents may dispose of waste at their own expense at the CWD Transfer Station located at 2010 California Crossing, Dallas, Texas, Monday through Friday 8:00 a.m. to 4:00 p.m. and Saturday 8:00 a.m. to 12:00 p.m., at a rate of \$25 per pickup or trailer load up to 8 feet in length. . Different rates apply to trucks and trailers that exceed 8 feet. Special rates apply to tires, and some items may not be accepted such as dirt.

11. Polycarts

As of the effective date of this Contract, Polycarts shall be new, labeled with a unique serial number for identification and tracking purposes. Polycarts used for recycling shall be of a different color than those Polycarts utilized for Garbage disposal. The colors utilized for Polycarts shall be mutually agreed upon by Contractor and the Town prior to the effective date of this Contract. Contractor shall provide Polycarts to new residents, and shall repair and/or replace any damaged Polycarts within one (1) business week of first notification.

12. Quarterly Meetings

Contractor shall conduct quarterly meetings with designated Town staff to provide a review/update of any outstanding issues.

13. Reporting Requirements

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- (a) Daily reports detailing Polycart transactions provided to the Town's Customer Relations Division
- (b) Monthly reports, within two (2) weeks of the end of the reporting period, detailing: Polycart transactions; tonnage of recycling and trash collected; participation/set-out rates, etc.
- (c) Annual reports each October on the status of the terms and conditions of the Franchise and any points that need to be addressed.

14. Rates

Effective October 1, 2016, Contractor shall charge the following rates (the "base rates") for services performed herein. Note: All rates and cart sizes listed below are current as of October 1, 2016, and are exclusive of five percent (5%) franchise fee (all collection types) and four percent (4%) billing fee (residential collection only).

(a) Residential:

Weekly solid waste collection (96-gal Polycart),	
Weekly recyclables collection (96-gal Polycart),	
Weekly brush/bulky collection, and	
On-Call HHW & E-Waste collection	\$10.04/mo
Additional solid waste Polycart	\$4.20/mo
Additional recycling Polycart	\$2.39 /mo
Senior Citizen Discount (65 years or greater)	\$1.00 /mo

(b) Commercial:

Commercial Hand Collection, Per 90-96-Gallon Polycart
Semi- or Fully-Automated Collection Cost:

Once Per Week	\$23.00 /mo
Two Carts Once Per Week	\$36.80 /mo

Manual Collection Cost:

Once Per Week	\$23.00 /mo
Two Carts Once Per Week	\$36.80 /mo

*Front Load Containers Rates (in dollars):

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
2 Cu Yd	62.16	103.92	145.67	187.45	229.19	246.44	68.00
3 Cu Yd	69.47	125.28	174.31	230.12	258.75	279.76	70.00
4 Cu Yd	83.52	167.02	223.34	300.03	376.75	414.67	72.00
6 Cu Yd	111.66	196.13	280.57	405.83	531.10	588.38	76.00
8 Cu Yd	146.33	252.41	447.76	495.20	699.08	819.24	78.00

*Roll-Off Containers:

20 Cubic Yard Per Haul (Including Disposal)*	\$366.11
30 Cubic Yard Per Haul (Including Disposal)*	\$376.11
40 Cubic Yard Per Haul (Including Disposal)*	\$406.11
Delivery and Exchange	\$175.00
Daily Container Rental	\$5.75

*Disposal to be charged at 44.44 per ton. Rates include up to 4 tons. Loads that exceed the D.O.T. specification at 54,000 pounds GVW will be charged and additional \$67.0 per ton for tons in excess of 54,000 pounds.

Compactors (rental fees are negotiable):

6 Cubic Yard Per Haul (Including Disposal)*	\$80.00 per pick up
8 Cubic Yard Per Haul (Including Disposal)*	\$100.00 per pick up

(c) Temporary Front-load for Residential Purposes:

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yard	\$195.00
8 Cubic Yard	\$224.00

All Commercial and Industrial Customer base rates are subject to additional fees (e.g., fuel charge, environmental fee, etc.) and sales taxes, as applicable.

- (d) Optional Yard Waste Recycling Add-on: Contractor guarantees the rate of \$1.29 per household per month, based on total Residential Unit billing, for the first five (5) years of this Contract (subject to CPI adjustments as provided in "Modification of Rates" below) to allow the addition of yard waste separated at the curb and 100% recycled.

- (e) Special Brush/Bulky Collection: Contractor shall provide special request collection within seven (7) calendar days of the request at the appropriate rate, as described herein. If any Residential Unit Customer shall desire to dispose of any Brush, Bulky items, Construction Debris (generated from the residential unit only) or Stable Matter, such customer shall notify Contractor of customer's desire to dispose of such items and Contractor shall quote the price(s) listed below and if Customer agrees to such pricing, Contractor shall collect the material and bill the Residential Unit directly for this service. This service shall be subject to the Town's franchise fee. Service shall be limited to items as defined herein, placed at the usual place of garbage pickup, or as otherwise directed by Contractor or Town. The customer shall be billed directly by Contractor at the following rates:

i.	1 to 4 cubic yards	\$67.00
ii.	5 cubic yards	\$79.00
iii.	6 cubic yards	\$91.00
iv.	7 cubic yards	\$103.00
v.	8 cubic yards	\$115.00
vi.	9 cubic yards	\$127.00
vii.	10 cubic yards	\$139.00

- (f) Modification of Rates:

- i. The residential and commercial base rates shall remain effective for a period commencing on October 1, 2016, and continuing through September 30, 2017, and thereafter shall be subject to increases, annually, beginning on October 1, 2017, and on each successive October 1 thereafter until the termination of this Contract.
- ii. Base rate adjustments will be allowed by the Town annually if requested by Contractor no later than June 1 each year. The change in the Consumer Price Index (CPI) March 1 of the prior year to March 1 of the current year (U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, All Items Less Food and Energy, Base Period 1982-84=100) shall be used to adjust the then-current Residential and Commercial Base Rates to be effective October 1. (Extra cart fees are subject to CPI adjustments.)
- iii. If the index specified above is discontinued, the parties hereto shall agree by April 1 of the then-current year to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics (BLS) designates an index with a new title or code number or table

number as being the continuation of the index cited herein, the new index shall be used.

- iv. If calculation hereunder does not result in an increase, the amount of the base rates will not be changed. A three percent (3%) maximum increase is allowed, per annual request, for the CPI adjustment.
- v. Contractor shall submit residential Base Rate adjustment requests to the Town as soon as practicable and shall include with the request adequate cost justification and documentation to allow for proper review by the Town, and such requests shall not be unreasonably denied.
- vi. Fuel adjustments for Residential Units will take effect annually in accordance with the formula below if requested by Contractor no later than June 1 each year. Upon such request, one cent will be added to or deducted from the then-current Residential Base Rate for each five cents of the change in the Energy Information Administration (EIA) Weekly I.S. No. 2 Diesel Retail Sales from March 1 of the prior year to March 1 of the current year. The amount of the fuel adjustment shall be applied to the Base Rates in addition to any applicable CPI adjustment. The resulting amount will be the new current base rate. (Extra cart fees are not subject to fuel adjustments.)
- vii. The Senior Discount remains \$1.00 per month for the life of this Contract, regardless of the adjustments made under this section.
- viii. Contractor shall publish at least two (2) notices in a newspaper of general circulation in Flower Mound, Texas, stating the amount and effective date of such rate adjustment, if any, with such notices to be published at least twenty (20) days prior to the effective date of the adjustment and in an area of said newspaper other than the classified or legal notice section of same. Said notice shall be at least three inches by three inches (3" x 3") in size.
- ix. For illustration purposes only, a sample of three (3) years' rate adjustments is shown below:

March 1st of the Year	CPI Index	% CPI Change	Rate w/CPI adj incl	Diesel Avg Price	Diesel Change	1 per 5 cents	Oct 1 Base Rate
2012	228.735			3.913			8.28
2013	233.052	1.9	8.44	3.989	0.07	0.01	8.45
2014	236.913	1.7	8.59	3.911	0.07	-0.01	8.58
2015	241.067	1.8	8.74	3.660	0.25	-0.05	8.69

The October 1, 2013, rate of \$8.45 is arrived at by increasing the 2012 rate of \$8.28 by 1.9% (the change in the CPI from March 1, 2012 to March 1, 2013) which equals \$8.44, then adding the fuel adjustment of \$0.01 to the CPI adjusted rate of \$8.44.

- (g) Additional Adjustments: Contractor shall also be entitled to a reasonable increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days' written notice to the Town, to offset unusual changes in Contractor's costs of operations (defined to be at least a documented ten percent (10%) increase in operational costs as compared to the previous twelve (12) months) which increase Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which Contractor is required to operate, or changes in federal, state or local laws, rules or regulations (e.g., TCEQ fee). Documentation of such increase(s) shall be submitted to the Town for its approval, such approval not to be unreasonably withheld.

15. State, Local, and Federal Regulations

Contractor agrees to comply with all applicable existing laws of the United States and of this state and any further applicable laws which may be enacted by the United States or this state, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of Town to pass or enforce necessary police and health regulations for the protection of its inhabitants.

16. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the Town and the state.

17. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height. In the event the Town shall at any time so require, Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two inches (2") in height.

18. Regulation of Leased Containers

The Town shall permit Contractor to rent or lease containers to the owner or occupant of any premises within the corporate limits of the Town for refuse storage and collection purposes, subject to the following requirements:

- (a) All such containers shall be constructed according to industry standards and to specifications which are acceptable to and approved by the Town;
- (b) All such containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- (c) All such containers shall be cleaned and maintained regularly by Contractor so as to be in good repair, of a good appearance and free of such refuse residues as may cause odor and provide a breeding place for flies and harborage of rodents; and
- (d) All such containers shall be clearly marked with Contractor's name and telephone number in letters not less than two inches (2") in height.

Contractor shall lease or rent such containers at terms which are fair and reasonable and which are in accordance with a schedule or rates provided therefore by ordinance of the Town.

19. Disposal of Refuse

- A. For the purposes of this Contract, the designated landfill(s)/recycling facility(ies) shall be the Community Waste Disposal Transfer Station located at 2010 California Crossing, Dallas, TX, and the Community Waste Disposal Materials Recovery Facility (MRF) located at the same address. If, during the term of this Contract, including any renewal term, the facilities shall not be available for use by Contractor for more than five (5) consecutive days, Contractor in consultation with the Town will designate new facilities, which facilities shall be consented to by Contractor, and which consent shall not be unreasonably withheld, provided if Contractor does not own such new facilities, and Contractor, or any affiliate thereof, shall have concerns about such new facilities in respect to environmental liability, Contractor, in its sole discretion, may disapprove and cancel designation of such new facilities, where upon the Town shall designate another facility, subject to the provisions of this section.
- B. If, during the term of this Contract, including any renewal term, the facilities shall not be available for use by Contractor due to acts of God and/or failure of the operators to comply with all relevant and applicable federal or state laws, regulations, rules, permits or permit conditions, the provisions of subsection A above, shall be null and void.

20. Office

Contractor shall establish an office with a local telephone listing, under the name of Contractor, to handle inquiries or complaints with regard to waste materials collection within the Town. All such calls shall be given prompt and courteous attention. The office shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding regular holidays, and shall have a published number for complaints after normal working hours.

21. Enforcement

The services furnished hereunder to said Town and its inhabitants shall be subject to such reasonable rules and regulations as Contractor may make from time to time, subject to the reasonable approval of the Flower Mound Town Council. Contractor may require authorization for ingress and egress from and upon the customer's private property for the purpose of garbage collection.

22. Non-collection Notice and Follow-Up

- A. Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers or is otherwise in violation of the Town's ordinances with respect to the location of refuse containers or the nature, volume or weight of refuse to be removed from the premises, Contractor shall refrain from collecting all or a portion of such refuse and will notify the Town and the owner or occupant thereof within twenty-four (24) hours thereafter of the reason for such non-collection, using a standard identification tag approved by the Town.
- B. Where the Town is notified by a Residential Unit owner or occupant that Refuse has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the Town will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same on the same business day if notification to Contractor is provided by 3:00 p.m., but not later than 12:00 p.m. the next business day if notification is provided after 3:00 p.m.
- C. In the event Contractor shall fail to collect Refuse after the issuance of a collection order, such failure shall constitute an act of non-collection. If, within any month, Contractor shall be guilty of ten (10) or more acts of non-collection, the same shall be deemed an act of non-compliance within the contemplation of Section 30, "Liquidated Damages," of this Contract.

23. Transferability of Contract

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the Town. In any such assignment, the assignee shall assume all of the liabilities of Contractor.

24. Remuneration

The Town shall bill the Residential Units, and shall pay actual collections to Contractor on a monthly basis; such remittance to be paid as mutually agreed upon.

- (a) The Town shall add to the base rate, an amount equal to five percent (5%) for furnishing of garbage services within the corporate limit of the Town in full payment for the use of the streets, highways, easements, alleys, parks, and all other public lands and places within the Town (the "franchise fee"). The franchise fee shall be retained by the Town on a monthly basis.
- (b) It is understood that charges for refuse service to Residential Units will be billed and collected from such residential customers by the Town.
- (c) The Town will add to the residential base rate, an amount equal to four percent (4%) for billing all Residential Unit accounts, which shall be in addition to the franchise fee. This administrative charge shall be deducted at the end of the month before Contractor is paid by the Town and shall be retained by the Town for services rendered to the customers, based upon actual receipts collected by the Town and posted to customer accounts. The billing methods and arrangements may from time to time be revised by agreement of the parties. Remittances will be made directly to Contractor by the Town's Finance Department in conjunction with the first check run following month end.

25. Commercial and Industrial Accounts

Contractor will provide billing to and collection from all Commercial and Industrial Unit accounts. The disposal of temporary construction debris within the corporate limits of the Town shall be subject to this Contract. Contractor agrees to pay to Town a five percent (5%) franchise fee, as agreed upon between the Town and Contractor, on or before the last day of each month. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. Contractor shall quote rates for commercial and industrial services in compliance with the rate structure set forth in this Contract. Contractor shall bill Commercial and Industrial Unit customers directly, and the Town shall not be entitled to any compensation relating to such billing,

other than the aforementioned franchise fee. Contractor shall have the right to suspend services to any Commercial or Industrial Unit Customer that does not timely pay for waste services after providing written notice to said Customer. If Contractor suspends service to a Commercial or Industrial Unit Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Commercial or Industrial Unit Customer is reinstated.

26. Customer Relations Contribution

In addition to any other contributions by Contractor referenced in this Contract, Contractor shall make an annual contribution each October of \$80,000 to the Town to assist in defraying costs incurred by the Town to maintain a customer relations program. This amount shall increase each October by the same percentage as the CPI portion of the rate adjustment as calculated according to Section 14, "Rates," specifically that portion entitled "Modification of Rates."

27. Books and Records

The Town and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular business hours for inspection by the other party, upon reasonable advance notice. The inspecting party shall be responsible for all of their own expenses, including travel and contractual services.

28. Contractor as Independent Contractor of Town

Contractor shall be solely responsible for the actions of its employees during the performance of service under this Contract. Contractor shall assure the Town that the actions of Contractor's employees shall be in the best interests of the Town and its citizens. Contractor and its employees are independent contractors of the Town.

29. Equipment Assumptions and Intent

- A. The reasonable rates set forth above reflect the use of garbage hauling equipment, purchased new for this Contract, for residential collection and larger front-end load vehicles for the commercial routes. Contractor will utilize lighter-capacity single-axle collection trucks for those routes identified by the Town and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (*i.e.*, on asphalt-paved streets and cul-de-sacs). The parties agree to work together to maintain the refuse system contemplated by this Contract in as modern, efficient, and environmentally and economically sound condition as can reasonably be accomplished, incorporating such innovation and improved

methods as may be developed from time to time during the term and modifying this Contract as needed to provide for this spirit and intent.

- B. The Town reserves the right to inspect the vehicles and equipment (including Polycarts for garbage and recyclables) to be used pursuant to this Contract on or after September 1, 2016, to affirm Contractor's ability to begin service on October 1, 2016.

30. Liquidated Damages

Except for *force majeure* events as defined below, in the event Contractor shall fail to perform any of the terms or conditions of this Contract, the Town shall promptly notify Contractor in writing of the defect in performance. Thereafter, if Contractor does not correct or cure the defect in performance within five (5) business days after receipt of written notice, or in the case of defects that cannot be cured within five (5) days, if Contractor has not taken reasonable steps to effectuate a cure within five (5) business days after receiving written notice, the same shall constitute an act of non-compliance. For each such act, the Town may deduct from the consideration to be paid Contractor, as liquidated damages, the sum of \$250.00 per day for each day that each such act of non-compliance shall continue. In addition to the damages listed above, if any such continuing failures to perform adversely affect the delivery of service to any particular customer or customers, the Town may deduct from the consideration to be paid Contractor, as liquidated damages, the sum equal to one (1) monthly bill for that customer or customers, per adverse event reported that Contractor has not cured pursuant to this section. This remedy is hereby expressly made cumulative of all or any other remedies available to the Town, at law or in equity, for the breach of this Contract. The parties hereto agree that such liquidated damage amounts are fair and reasonable.

31. Termination for Cause

- A. If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, Town shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of Town's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a 30-day period from the date of receipt of said notice from Town to remedy any failure to perform. Should Town deem the failure to perform remedied, no hearing shall be held.
- B. Should Contractor fail to remedy its performance, after a hearing described herein, the Town may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of Town's claim that Contractor has substantially breached the terms and provisions

of this Contract. Should Town still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the Town Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the Town Council makes a finding that Contractor has failed to provide adequate refuse collection service for Town, or has otherwise substantially failed to perform its duties hereunder, the Town Council may terminate this Contract.

32. Notices

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the Town, at: 2121 Cross Timbers Road
Flower Mound, Texas 75028
ATTN: Mr. Jimmy Stathatos, Town Manager

If to Contractor, at: 2010 California Crossing
Dallas, TX 75220-2310
Attn: Greg A. Roemer, President

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

33. Force Majeure and Storm Debris

- A. Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor.
- B. Contractor and the Town understand and agree that, in the event of a hurricane, tornado, wind storm, flood, natural disaster, or other act of God, Storm Event Debris may result from such event. Contractor shall provide rates to collect and dispose of such Storm Event Debris to the Town. The Town is not obligated to select Contractor to perform the collection of Storm Event Debris.

34. Liability Insurance

- A. Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required by this section, and certificates evidencing such coverage has been delivered to the Town. Such policies shall be issued by companies authorized to do business in the State of Texas, and the Town shall

be named as an additional insured on all such policies except workers compensation. The failure by Contractor to keep in force all insurance required by this Contract shall be deemed a breach of this Contract.

- B. The following minimum limits of insurance shall apply to this Contract and must be maintained by Contractor at all times. Coverage may be accomplished by a combination of primary and excess insurance.

<u>Type Coverage</u>	<u>Per Occurrence Minimum</u>	<u>Aggregate Minimum</u>
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$2,500,000	\$10,000,000
Property Damage	\$1,000,000	\$ 1,000,000
Comprehensive Auto Liability Combined Single Limit	\$5,000,000	

35. Performance Bond

Contractor shall furnish a \$100,000 Performance Bond, annually, as security for the faithful performance of this Contract. Contractor shall pay premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the Town with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

36. Indemnity

Contractor shall indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of Contractor, its officers, agents, servants and employees arising out of or in connection with the performance, attempted performance, or non-performance of the work and services under this Contract; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the Town, its officers, agents, servants and employees, or arising out of a claim that the

Town was not authorized to award this Contract or such was in conflict with the terms of a prior contract executed by the Town.

37. Severability

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

38. Venue

Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Denton County, Texas.

39. Enforcement

The Town grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's franchise rights granted herein. By granting this right to Contractor, the Town in no way reduces its right or obligation to enforce this Agreement or any other Town ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by the Town and/or Commercial Unit and Industrial Unit Customers. The Town agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Contract.

40. Governmental Powers and Immunity

It is understood and agreed that by execution of this Agreement, Town does not waive or surrender any of its governmental powers, or sovereign immunity, nor does the Town waive any of its immunities from suit and/or liability.

(SIGNATURE PAGE TO FOLLOW)

TOWN OF FLOWER MOUND, TEXAS

Tom Hayden, Mayor

ATTEST:

Theresa Scott, Town Secretary

APPROVED AS TO FORM:

Town Attorney

COMMUNITY WASTE DISPOSAL, L.P.

Greg A. Roemer, President

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of Community Waste Disposal, L.P., and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2016.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EVALUATION CRITERIA

- 1 The evaluation criteria or elements listed below will be used to determine which proposal response is most advantageous to the Town. Said determination will be made in the Town's best interest, and shall therefore be considered final. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation and Scope of Work as well as the proposed prices will be used in the Town's evaluation. The Town's evaluation team may consider feedback from references and/or the Town's direct experience with a proposer or a proposed subconsultant as part of their evaluation process and consideration for scoring proposals. The Town's evaluation team reserves the right to shortlist proposers based upon scores/ratings received during the evaluation process. Scoring of Pricing criteria below is the exclusive responsibility of the Town's Purchasing committee representative. Generally, all of the available points are awarded to the "acceptable" proposal offering the lowest price. A percentage of the available points are then assigned to other acceptable proposer, based on the percentage of difference between their pricing and that offered by the lowest priced proposer. Note that a proposer who is otherwise acceptable and proposes a price greater than double that of the lowest priced proposer with an acceptable proposal would receive zero points in this "Price" category.
- 2 Discussions may be conducted with finalist proposers as determined by the evaluation team. Proposers shall be treated fairly and equally with respect to any opportunity for discussions and revisions of proposals. Inasmuch as the Town may not request best and final offers, proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract.
- 3 The evaluation criteria are listed below in the order of their relative importance:
 - 3.1 Ability to provide high-quality service to the Town's residents (25%). This category will be evaluated based on:
 - Evidence of the type and number of equipment, reputation, personnel and established procedures.
 - Financial condition and stability of proposer.
 - 3.2 Experience (20%). This category will be evaluated based on:
 - Experience in industry
 - Prior service to the Town or other municipalities
 - 3.3 Innovative approach to fulfilling contract requirements as demonstrated in Contractor's proposal (5%).
 - 3.4 Cost (50%).

END OF EVALUATION CRITERIA



TOWN COUNCIL AGENDA ITEM NO. 11 REGULAR ITEM

DATE: April 4, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Public Hearing to consider a request for a Master Plan Amendment (MPA15-0013 – Parkside at Woodlake, Phase 2) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to High Density Residential on approximately 1.0 acre of land, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. *(The Planning and Zoning Commission recommended denial by a vote of 3 to 2 at its March 14, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission report and backup for this item. Correspondence received after the P&Z meeting has been attached as Attachment 3.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Correspondence in Opposition

DRAFT MOTION: Move to approve a request for a Master Plan Amendment (MPA15-0013 – Parkside at Woodlake, Phase 2) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to High Density Residential on approximately 1.0 acre of land, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 6

DATE: March 14, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA15-0013 – Parkside at Woodlake, Phase 2) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to High Density Residential on approximately 1.0 acre of land. The property is generally located south of Rembert Drive and west of Long Prairie Road.**

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.

The project has a companion Zoning Planned Development application (ZPD15-0020) 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 change the land use designation on approximately one acre of land from Medium Density Residential to High Density Residential. The current land use category allows for development of Medium Density residential, which permits a minimum of 10,000-square-foot residential lots.

The proposed Master Plan Amendment allows the applicant to proceed with the companion zoning application to add approximately one acre of land to Planned Development District-132 (PD-132) for Parkside at Woodlake and to develop six lots under Single-Family District-5 (SF-5) district regulations.

According to the Master Plan, high density is defined as residential development with five dwelling units per net acre or greater, including single family detached residential development with 5,000 to 8,000-square-foot lots. The proposed development is bordered to the north and east by Parkside at Woodlake, Phase 1, to the west by medium density residential lots, and to the south by existing buildings within the Lakeside Business District.

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 Master Plan amendment 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

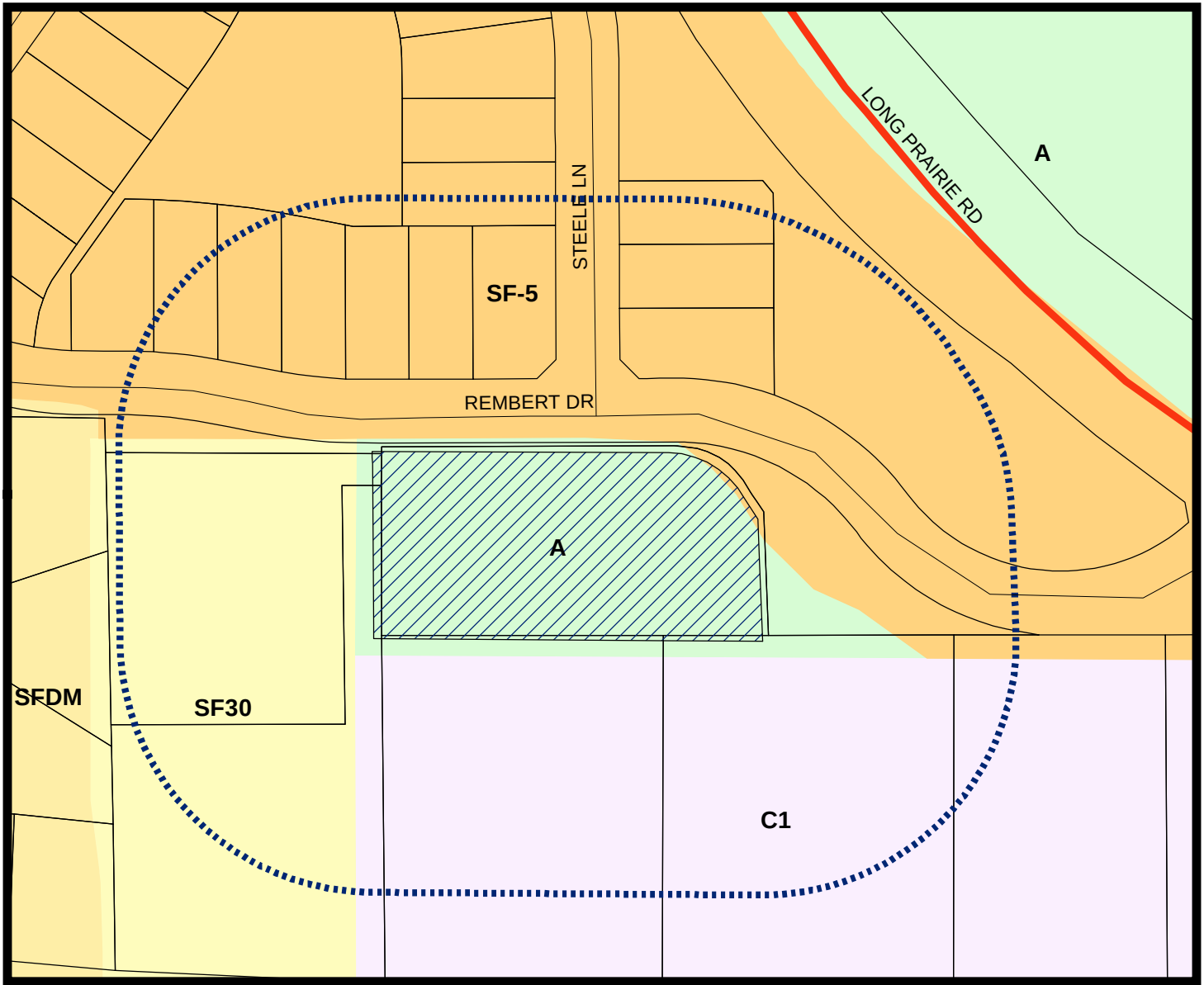
B. Application Details

1. Master Plan Exhibit

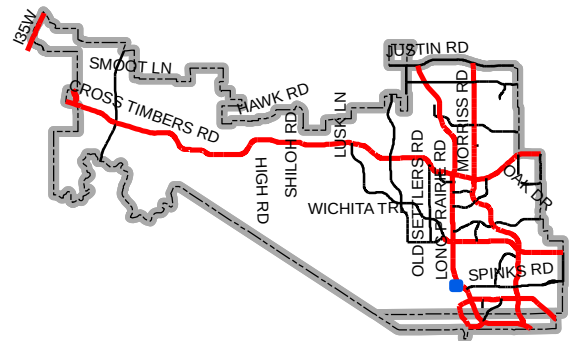
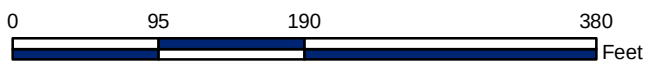
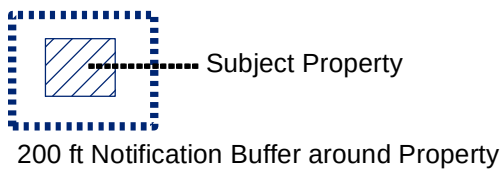
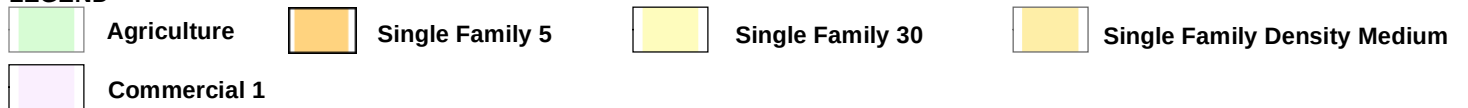


Vicinity Map

Reference Project: MPA15-0013 & ZPD15-0020



LEGEND





Rembert Enterprises, Inc.

3625 Bonanza Lane Flower Mound, TX 75022

January 4, 2016

Executive Director of Development Services
Planning Division
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

RE: Parkside at Woodlake Phase 2 (Community)
Flower Mound, Texas

Dear Mr. Powell,

Please accept this as our formal Letter of Intent to describe the requested Master Plan Amendment, Zoning Planned Development, and Development Plan.

We began the process of planning this +/- 1.0 Acre tract of land near the Intersection of FM 2499 and Rembert Drive, we have had a DRC meeting. We have taken the input received from the aforementioned meetings and prepared a Master Plan Amendment, Zoning Planned Development Exhibit, proposed development regulations, Concept Plan, Tree Survey, and Development Plan Package. We are preserving 2 large canopy specimen trees.

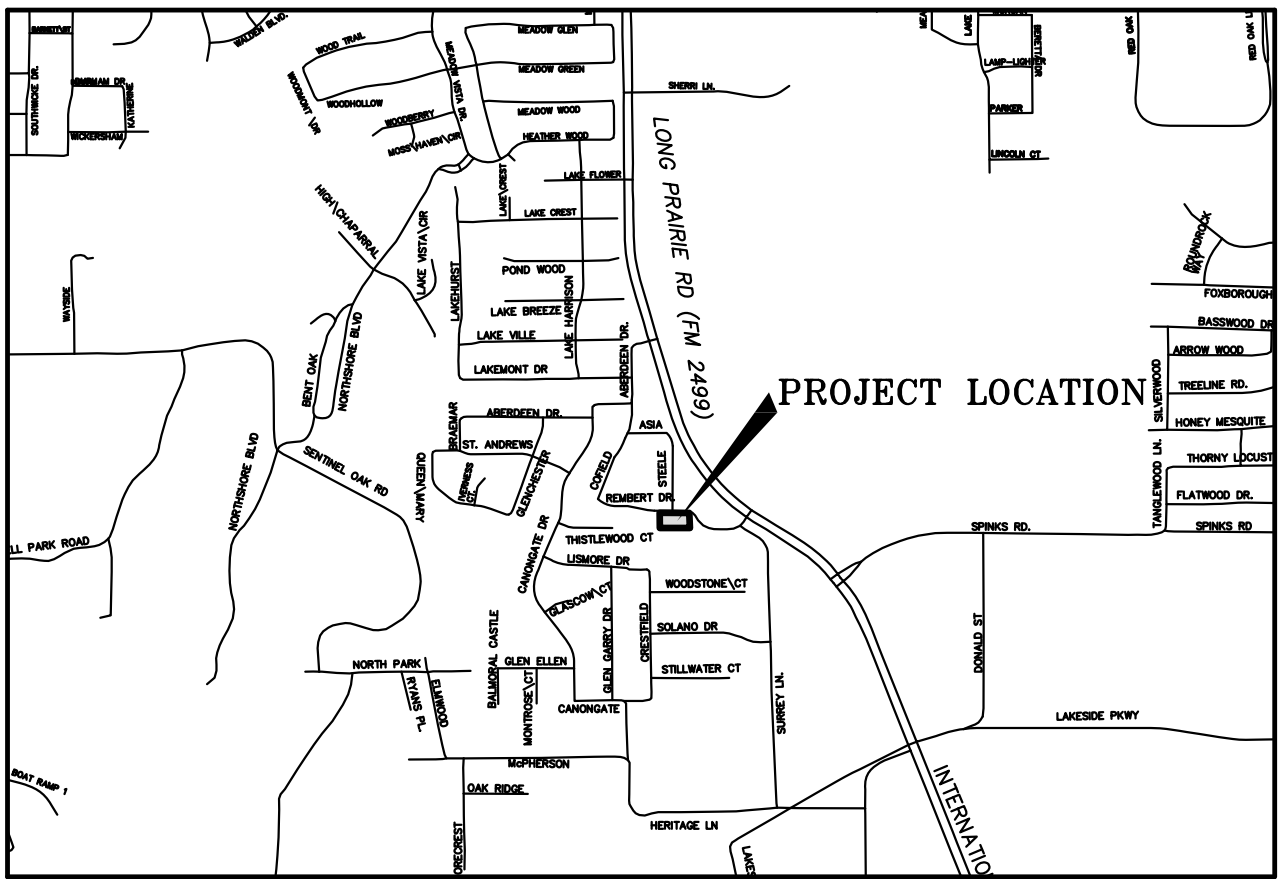
The tracts are currently identified on the Town's Master Land Use Plan as Medium Density Residential District. The existing zoning is agricultural. The proposed zoning is for single-family residential which will consist of approximately 6 lots. We are proposing to change the Master Plan, Land Use Plan, and Zoning to add 6 additional lots to the Parkside at Woodlake community. Adequate public facilities are already in place to support the proposed development. Although we are asking for high density land use and a base zoning of Single Family-5 which has a minimum lot size of 5000 s.f., We are proposing a minimum lot size of 7559 s.f., with an average of 8289 s.f. with our largest lot being 10258 s.f.

Should you have any questions, please feel free to contact us.

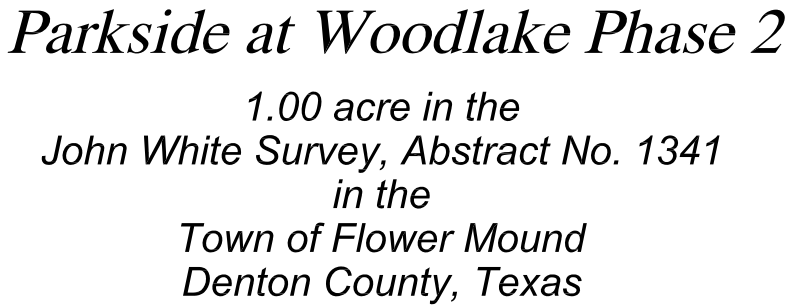
Sincerely,

Reginald Rembert

THENCE North 88 degrees 46 minutes 32 seconds West, with the north line of said Surrey Ranch Office Park, a distance of 303.17 feet to the **POINT OF BEGINNING**, and containing 1.000 acre of land, more or less, and being subject to any and all easements that may affect.



MASTER PLAN FEATURES	
Land Use Plan	Medium Density
Specific Plans	None
Urban Design Plan	Long Prairie District
Parks and Trails	N/A
Open Space Plan	
Thoroughfare Plan	Long Prairie Road – Major Arterial, ROW Width varies
Water Plan	Long Prairie Service Area, 8" line on N Side of Rembert Drive.
Wastewater Plan	Long Prairie Service Area – 4' dia. SSMH in Rembert Drive, and 8" SS line in Rembert Dr.



**Ridinger
Associates, Inc.**
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds
Lane, Suite 101
Lewisville, Texas
75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

FLOWER MOUND, TEXAS

Scale:	1" = 40'
Designed by:	LDR
Drawn by:	MAB
Checked by:	LDR
Date:	MARCH 9, 2001
Project No.	035-02

SHEET
1
OF 1

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, 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 LAND USE PLAN MAP FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL ON APPROXIMATELY ONE ACRE OF LAND SITUATED IN THE JOHN WHITE SURVEY, ABSTRACT NUMBER 1341; 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.

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 Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as one acre of land in the John White Survey, Abstract Number 1341, has filed an application for a Master Plan Amendment to change the current land use designation from Medium Density Residential to High Density Residential; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on March 14, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 4, 2016, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 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 Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

One acre of land in the John White Survey, Abstract Number 1341, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 1.0, Land Use Plan, of the Master Plan, specifically the Land Use Plan Map, is hereby amended to change the current land use designation from Medium Density Residential to High Density Residential for the approximately one acre of the project

Ordinance No. _____

Page 2

area depicted on Exhibit "B," attached hereto and incorporated for all purposes.

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

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 5

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 3

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, **TOWN ATTORNEY**

Exhibit "A"**Description of Property*****Legal Description:***

BEING all that certain lot, tract or parcel of land situated in the J. White Survey, Abstract Number 1341, Town of Flower Mound, Denton County, Texas, and being that certain tract of land described by deed to Felipe Delgado and Belinda Rosas-Delgado, recorded under Document Number 2010-117950 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for the southwest corner of said Delgado tract, being the north west corner of Lot 4, Block A, Surrey Ranch Office Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2011-22 of the Plat Records of Denton County, Texas, and being in the east line of Lot 1, Block A, Ivy Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 318 of the Plat Records of Denton County, Texas;

THENCE North 01 degrees 13 minutes 42 seconds East, with the east line of said Ivy Estates, a distance of 148.02 feet to a ½ inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for corner in the south line of Lot 13X, Block A, Parkside at Woodlake, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2015-265 of the Plat Records of Denton County, Texas;

THENCE South 88 degrees 54 minutes 10 seconds East, with the south line of said Lot 13X, a distance of 229.46 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a non-tangent curve to the right having a radius of 63.01 feet, with a delta angle of 67 degrees 29 minutes 09 seconds, whose chord bears South 57 degrees 26 minutes 15 seconds East, a distance of 70.00 feet;

THENCE continuing with the southwesterly line of said Lot 13X and with said curve, an arc length of 74.22 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 33 degrees 02 minutes 29 seconds East, with the southwesterly line of said Lot 13X, a distance of 18.65 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner in the west line of said Lot 13X;

THENCE South 00 degrees 46 minutes 38 seconds East, with the west line of said Lot 13X, a distance of 96.77 feet to a ½ inch iron rod found for the most southeasterly southeast corner of said Lot 13X, and being in the north line of Lot 3, Block A of said Surrey Ranch Office Park;

THENCE North 88 degrees 46 minutes 32 seconds West, with the north line of said Surrey Ranch Office Park, a distance of 303.17 feet to the **POINT OF BEGINNING**, and containing 1.000 acre of land, more or less, and being subject to any and all easements that may affect.

From: Eric Swarva
Sent: Thursday, March 17, 2016 7:55 PM
To: Poornima Srinarasi
Subject: Rembert and Steele

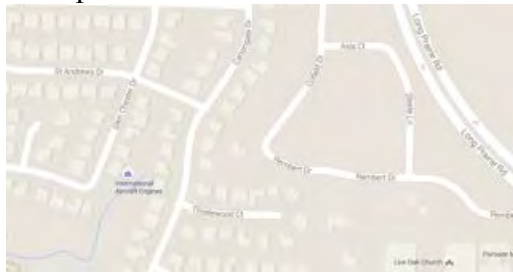
Hello,

I noticed a sign at a ranch property by Rembert and Steele for a request to zone change. Also neighbors today had a flier stuffed in their mailbox for a zone meeting on March 16th, a day after the meeting but was dated March 2nd, for a request for multi family housing. Can you please clarify on this?

Regards,

Eric Swarvar

A map is attached.



From: amylgamboa
Sent: Thursday, March 17, 2016 8:55 PM
To: Poornima Srinarasi
Subject: Opposition to high density apartments

Town senior planner:

I live in the Woodlake Estates in Flower Mound and we received notice today of a zoning change proposal to allow high density (apartments) to be built in the new estates at Aberdeen & Cofield. I personally am highly opposed to this. There will only be one entrance via Aberdeen. The additional traffic it will drive onto Aberdeen could be substantial making getting out at the Aberdeen/2499 a nightmare.

One of the appealing qualities of our neighborhood was the quiet, family oriented nature of our subdivision. Not only would allowing apartments significantly increase the traffic flow, but I feel that apartment complexes bring more crime to the surrounding neighborhoods and possibly decreased home values.

Regards,
Amy Gamboa
828 Glen Garry Dr
Flower Mound, TX 75022

From: Kimberly Brown

Sent: Thursday, March 17, 2016 9:55 PM

To: Poornima Srinarasi

Subject: Master Plan Amendment (MPA15-0013) - Parkside at Woodlake, Phase 2

Dear Ms. Srinarasi,

I would have been very interested in attending the meeting on March 14th, 2016; however, the notice regarding this Master Plan Amendment just arrived in my mailbox - and that of each one of my neighbors here in Woodlake Estates - today, March 17, 2016. I feel that this was poor planning and makes me feel as if my opinion on this matter is not important to the Planning and Zoning Commission. I realize that there will be a public Town Council hearing on April 4th, but the entire process is important.

More importantly, my opinion is such: I live on Canongate Drive at the intersection with Lismore, where speeders are prevalent and dangerous to my three children and the other seven children who live at this intersection. This is important because people speed through this neighborhood to get to other neighborhoods including all of the new Lakeside developments and the Northshore area. We do not need yet another high density development, albeit small, near our neighborhood. This will also increase traffic at the stoplight at Aberdeen and FM2499, which is already so long (timed) and backed up with traffic in the mornings that my kids are frequently late for school. Furthermore, we already have all of the new apartments in the Lakeside development, with many more already planned to be built along Lakeside Parkway. Please, since we moved into our house on Canongate in May of 2001, the face of this entire area has already been shaped into something far different than what we fell in love with in the first place. Less trees, more houses, many apartments, more traffic, more kids with no park improvements and no plans for improvement in the near future, and more mischief in the neighborhood - does this sound like the Flower Mound you know?

I believe I speak for the majority of my neighbors when I ask you to please strongly consider denying the approval of this amendment.

Thank you for your time,
Kimberly Brown



TOWN COUNCIL AGENDA ITEM NO.12 REGULAR ITEM

DATE: April 4, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD15-0020 – Parkside at Woodlake, Phase 2) to amend Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include additional land, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. *(The Planning and Zoning Commission recommended denial of the companion Master Plan Amendment (MPA15-0013) by a vote of 3 to 2 at its March 14, 2016, meeting; therefore, its recommendation for the subject zoning amendment was also denial.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Correspondence received after the P&Z meeting has been attached as Attachment 3.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Correspondence in Opposition

DRAFT MOTION: Move to approve a request for rezoning (ZPD15-0020 – Parkside at Woodlake, Phase 2) to amend Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include additional land, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 7

DATE: March 14, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD15-0020 – Parkside at Woodlake, Phase 2) to amend Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include additional land, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances. The property is generally located south of Rembert Drive and west of Long Prairie Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and, aside from the requested exceptions, 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 Master Plan Amendment application (MPA15-0013) for consideration on the same agenda. Approval of this zoning request is contingent upon approval of the Master Plan Amendment.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone and add approximately one acre of land to Planned Development District No. 132 (PD-132) to allow the development of six single-family homes as Phase 2 development of the Parkside at Woodlake subdivision. The lots will be developed under the requirements of the Single-Family District-5 (SF-5) zoning district which requires a minimum 5,000-square-foot lot size. The existing Agricultural (A) zoning requires a minimum single-family lot size of two acres.

The proposed lots will have direct access from Rembert Drive. The accompanying concept plan (Attachment B(1)) depicts six lots that occupy the subject property and a portion of an open space lot that is part of Phase 1 development. The minimum lot size within Phase 2 development is 7,559 square feet and the average size is 8,289 square feet. The applicant is requesting a modification to Section 98-272 to allow lot depth to exceed two and a half times the lot width for all lots.

On August 4, 2014, the Town Council approved a Master Plan Amendment (MPA 13-0011), rezoning (ZPD14-0002), and a development plan (DP14-0002) for Parkside at Woodlake, Phase 1.

On March 1, 2016, the Environmental Conservation Commission (ECC) reviewed a tree removal permit request for 2 specimen trees. The ECC recommended denial of the requested specimen trees. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the March 1, 2016, ECC meeting is:

<http://flowermoundtx.swagit.com/play/03012016-1013>

On February 24, 2016, the Parks, Arts and Library Services (PALS) Board voted to recommend acceptance of cash in lieu of land for the six-lot subdivision in the amount of \$15,120.00 in place of the otherwise required park land dedication, and park development fees in the amount of \$8,328.00. The item will be forwarded to the Town Council for consideration at the time of Development Plan application.

The link to the February 24, 2016, PALS meeting is:

<http://flowermoundtx.swagit.com/play/02242016-864>

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 received no correspondence regarding the project.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Ordinance No. 42-14

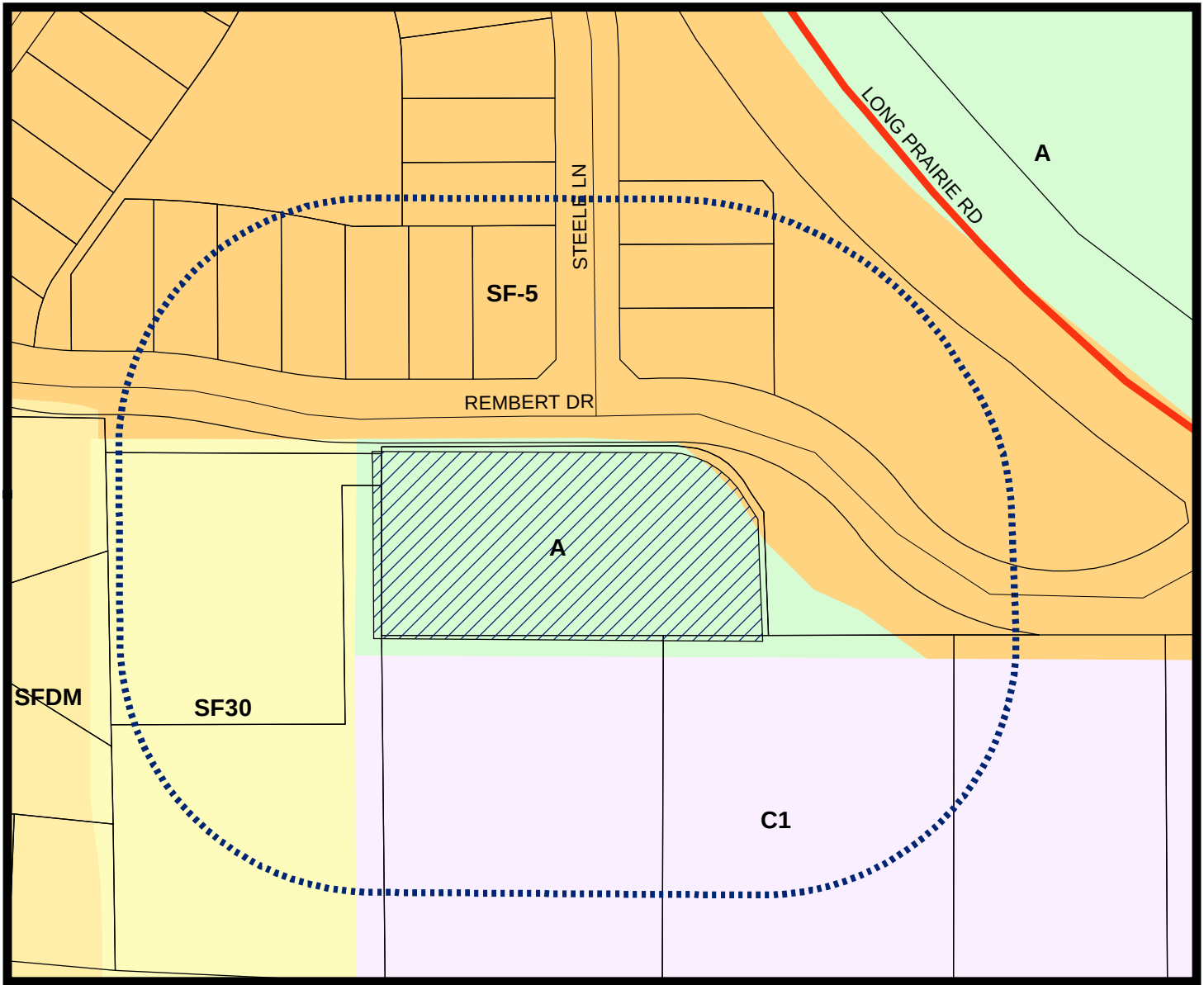
B. Application Details

1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

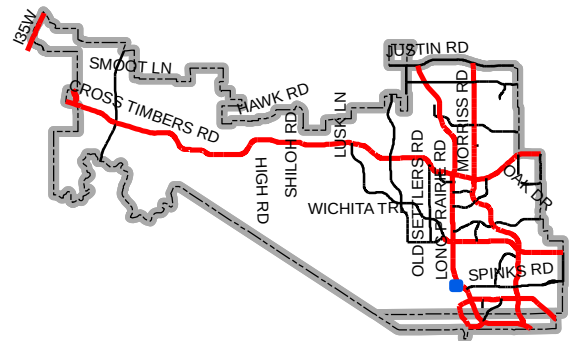
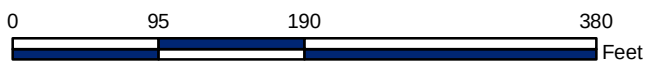
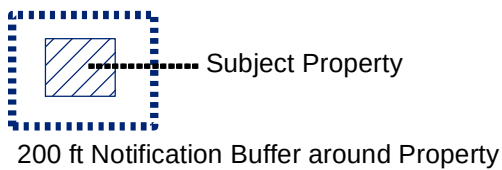
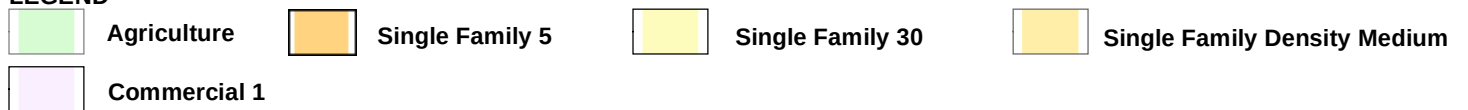


Vicinity Map

Reference Project: MPA15-0013 & ZPD15-0020



LEGEND



Map Location



Rembert Enterprises, Inc.

3625 Bonanza Lane Flower Mound, TX 75022

February 8, 2016

Executive Director of Development Services
Planning Division
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

RE: Parkside at Woodlake Phase 2 (Community)
Flower Mound, Texas

Dear Mr. Powell,

Please accept this as our formal Letter of Intent to describe the requested Master Plan Amendment, Amendment to Zoning Planned Development PD-132, and Development Plan.

We began the process of planning this +/- 1.0 Acre tract of land near the Intersection of FM 2499 and Rembert Drive; we have had a DRC meeting. We have taken the input received from the aforementioned meetings and prepared a Master Plan Amendment, Zoning Planned Development Exhibit, proposed development regulations, Concept Plan, Tree Survey, and Development Plan Package. We are preserving 2 large canopy specimen trees.

The tracts are currently identified on the Town's Master Land Use Plan as Medium Density Residential District. The existing zoning is agricultural. The proposed zoning is for single-family residential which will consist of approximately 6 lots. We are proposing to change the Master Plan, Land Use Plan, and Zoning to add 6 additional lots to the Parkside at Woodlake community. Adequate public facilities are already in place to support the proposed development. Although we are asking for high density land use and a base zoning of Single Family-5 which has a minimum lot size of 5000 s.f., we are proposing a minimum lot size of 7559 s.f., with an average of 8289 s.f. with our largest lot being 10258 s.f.

We are requesting the following amendments to PD-132:

Miscellaneous Standards:

1. The maximum number of residential lots allowed in PD-132 shall be forty six (46) lots.
2. Exception to Section 90-272, Lot depth may exceed 2½ times the lot width by a maximum of 10 feet.

Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 42-14**

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 14.316 ACRES OF LAND SITUATED IN THE JOHN WHITE SURVEY, ABSTRACT NUMBER 1341, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 132 (PD-132) WITH SINGLE-FAMILY DISTRICT-5 (SF-5) USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY 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 14.316 acres of land in the John White Survey, Abstract Number 1341, has filed an application for a Zoning Planned Development to change the zoning from Agricultural District (A) to Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on June 23, 2014, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 4, 2014, with respect to the Zoning Planned Development described herein; and,

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

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

14.316 acres of land in the John White Survey, Abstract Number 1341, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses.

SECTION 2

The zoning exhibit, concept plan, and development standards of the proposed Planned Development District No. 132 (PD-132), attached hereto as Exhibits "B," "C" and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the zoning exhibit, concept plan, and development standards for this Planned Development District No. 132 (PD-132).

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. 132 (PD-132), 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" and "D" 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.

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 10

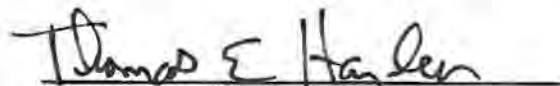
The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 11

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 5 TO 0, ON THIS THE 4TH DAY OF
AUGUST, 2014.**

APPROVED:


Thomas E. Hayden, **MAYOR**

ATTEST:


Theresa Scott, **TOWN SECRETARY**

APPROVED AS TO FORM AND LEGALITY:


Bryn Meredith, **TOWN ATTORNEY**

Exhibit "A"
Description of Property**14.316 ACRES**

BEING all that certain lot, tract or parcel of land situated in the John White Survey, Abstract Number 1341, Town of Flower Mound, Denton County, Texas, and being those certain tracts of land described by deeds to Lunow Investments, LTD., recorded in Volume 5274, Page 2552 (part of), Document Number 2010-108236 and Document Number 2012-23828 of the Real Property Records of Denton County, Texas, also being a part of that certain tract of land described by deed to Martha Gwenne Brooker, recorded under Instrument Number 2005-67163 of the Real Property Records of Denton County, Texas, and being that certain tract of land described by deed to James P. Murnan and wife, Kerrie Murnan, recorded under County Clerks File Number 94-R0027290 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a $\frac{1}{2}$ inch iron rod with a yellow cap stamped "*ARTHUR SURVEYING COMPANY*" (*ASC*) set for the most northeast corner of said Lunow tract and being in the south line of Aberdeen Drive, a public roadway, and the westerly line of Long Prairie Road, also known as F. M. 2499, a public roadway;

THENCE in a southeasterly direction with the westerly line of said F.M. 2499, the following fourteen (14) calls and distances:

South 15 degrees 49 minutes 17 seconds East, a distance of 7.37 feet to a $\frac{1}{2}$ inch iron rod with a yellow cap stamped "*ASC*" set for corner;

South 74 degrees 10 minutes 43 seconds West, a distance of 15.00 feet to a $\frac{1}{2}$ inch iron rod found for corner;

South 15 degrees 49 minutes 17 seconds East, a distance of 125.00 to a $\frac{1}{2}$ inch iron rod with a yellow cap stamped "*ASC*" set for corner;

South 74 degrees 10 minutes 43 seconds West, a distance of 3.00 feet to a $\frac{1}{2}$ inch iron rod found for corner;

South 15 degrees 49 minutes 17 seconds East, a distance of 399.68 feet to a $\frac{1}{2}$ inch iron rod with a yellow cap stamped "*ASC*" set for corner at the beginning of a curve to the left having a radius of 1510.39 feet;

Continuing with said curve, an arc length of 53.12 feet, having a delta angle of 02 degrees 00 minutes 54 seconds, whose chord bears South 16 degrees 49 minutes 44 seconds East, a distance of 53.11 feet to a $\frac{1}{2}$ inch iron rod found for corner;

North 72 degrees 09 minutes 49 seconds East, a distance of 3.00 feet to a ½ inch iron rod found for corner at the beginning of a non-tangent curve to the left having a radius of 1507.39 feet;

Continuing with said curve, an arc length 131.34 feet, having a delta angle of 04 degrees 59 minutes 32 seconds, whose chord bears South 20 degrees 19 minutes 57 seconds East, a distance of 131.30 feet to a ½ inch iron rod found for corner;

North 67 degrees 10 minutes 17 seconds East, a distance of 15.00 feet to a ½ inch iron rod found for corner at the beginning of a non-tangent curve to the left having a radius of 1492.39 feet;

Continuing with said curve, an arc length of 30.31 feet, having a delta angle of 01 degrees 09 minutes 49 seconds, whose chord bears South 23 degrees 24 minutes 38 seconds East, a distance of 30.31 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner and being at the beginning of a non-compound curve to the left having a radius of 926.47 feet;

Continuing with said curve, an arc length of 597.29 feet, having a delta angle of 36 degrees 56 minutes 18 seconds, whose chord bears South 35 degrees 19 minutes 22 seconds East, a distance of 587.00 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

South 53 degrees 47 minutes 32 seconds East, a distance of 0.95 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner at the beginning of a non-tangent curve to the left having a radius of 1492.39 feet;

Continuing with said curve, an arc length of 174.40 feet, having a delta angle of 06 degrees 41 minutes 44 seconds, whose chord bears South 50 degrees 03 minutes 34 seconds East, a distance of 174.30 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

South 09 degrees 10 minutes 07 seconds East, a distance of 17.30 feet to a ½ inch iron rod found for the most easterly southeast corner of said Lunow tract and being in the northerly line of Spinks Road, a public roadway, said point being at the beginning of a non-tangent curve to the right having a radius of 125.00 feet;

THENCE with the northerly line of said Spinks Road and with said curve, an arc length of 68.33 feet, having a delta angle of 31 degrees 19 minutes 08 seconds, whose chord bears South 52 degrees 01 minutes 51 seconds East, a distance of 67.48 feet to a ½ inch iron rod found for corner thereof;

THENCE South 67 degrees 41 minutes 29 seconds West, continuing with the north line of said Spinks Road, a distance of 50.99 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner thereof;

THENCE South 00 degrees 07 minutes 01 seconds East, with the south line of said Lunow tract, a distance of 15.75 feet to a PK Nail set in asphalt for the most southerly southeast corner of said Lunow tract;

THENCE South 89 degrees 19 minutes 14 seconds West, continuing with the south line of said Lunow tract, a distance of 231.36 feet to a ½ inch iron rod found for the southeast corner of that certain tract of land described by deed to Felipe Delgado and Belinda Rosas-Delgado, recorded under Document Number 2010-117950 of the Real Property Records of Denton County, Texas, and being in the north line of Lot 3, Block A, Surrey Ranch Office Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2011-22 of the Plat Records of Denton County, Texas;

THENCE North 00 degrees 46 minutes 38 seconds West, with the east line of said Delgado tract, a distance of 96.77 feet to a PK Nail set in asphalt for the northeast corner of said Delgado tract and being near the approximate center line of Spinks Road;

THENCE North 33 degrees 02 minutes 29 seconds West, with the north line of said Delgado tract and the approximate center line of said Spinks Road, a distance of 18.65 feet to a PK Nail found for corner at the beginning of a non-tangent curve to the left having a radius of 63.01 feet;

THENCE continuing with the north line of said Delgado tract and the approximate center of Spinks Road, an arc length of 74.22 feet, having a delta angle of 67 degrees 29 minutes 09 seconds, whose chord bears North 57 degrees 26 minutes 15 seconds West, a distance of 70.00 feet to a PK Nail found in asphalt for corner thereof;

THENCE North 88 degrees 54 minutes 10 seconds West, continuing with the north line of said Delgado tract and the approximate center line of said Spinks Road, a distance of 229.46 feet to a PK Nail found in asphalt for the northwest corner of said Delgado tract;

THENCE South 01 degrees 13 minutes 42 seconds East, with the west line of said Delgado tract, a distance of 5.30 feet to a P.K. Nail set in asphalt for the northeast corner of a 25 foot wide Right-of-way Dedication, for Spinks Road, as shown in Ivy Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 318 of the Plat Records of Denton County, Texas;

THENCE North 88 degrees 28 minutes 04 seconds West, with the north line of said dedication, a distance of 216.21 feet to a ½ inch iron rod found for the northwest corner of said dedication and being in the east line of Lot 16, Block E, Woodlake Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet I, Page 74 of the Plat Records of Denton County, Texas;

THENCE North 00 degrees 03 minutes 44 seconds East, with the east line of said Lot 16, a distance of 26.67 feet to a ½ inch iron rod found for the northeast corner of said Lot 16 and being the southeast corner of said Brooker tract;

THENCE North 88 degrees 49 minutes 09 seconds West, with the north line of said Block E, passing a ½ inch iron rod found for the northwest corner of said Lot 16 and the northeast corner of Lot 15 of said Block E for a distance of 95.30 feet and continuing for a total distance of 369.80 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for the southwest corner of said Murnan tract and being in the north line of Lot 12 of said Block E and being the southeast corner of Lot 10 of said Block E;

THENCE in a northerly direction with the east line of said Block E the following six (6) calls and distances:

North 00 degrees 03 minutes 44 seconds East, a distance of 140.00 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for the northeast corner of Lot 9 and the southeast corner of Lot 8 of said Block E;

North 36 degrees 51 minutes 02 seconds East, passing a ½ inch iron rod found for a distance of 85.55 feet, passing a ½ inch iron rod found for a distance of 161.05 feet, passing a ½ inch iron rod found for a distance of 233.95 feet and continuing for a total distance of 291.77 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner in the easterly line of Lot 5 of said Block E;

South 88 degrees 49 minutes 09 seconds East, a distance of 22.68 feet to a ½ inch iron rod found for the northeast corner of said Lot 5 and the southeast corner of Lot 4 of said Block E;

North 00 degrees 03 minutes 44 seconds East, a distance of 30.76 feet to a ½ inch iron rod found for corner in the east line of said Lot 4;

North 36 degrees 51 minutes 02 seconds East, a distance of 87.42 feet to a ½ inch iron rod found for corner in the east line of Lot 3 of said Block E;

North 00 degrees 03 minutes 44 seconds East, passing a ½ inch iron rod found for a distance of 77.71 feet and continuing for a total distance of 160.71 feet to a ½ inch iron rod found for corner in the east line of Lot 1 of said Block E and being the southwest corner of Lot 1, Cameron Woods Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 380 of the Plat Records of Denton County, Texas;

THENCE North 88 degrees 25 minutes 58 seconds East, with the south line of said Cameron Woods Addition, a distance of 120.03 feet to a ½ inch iron rod found for the southeast corner thereof;

THENCE North 00 degrees 03 minutes 44 seconds East, with the east line of said Cameron Woods Addition, a distance of 114.65 feet to a ½ inch iron rod found for the northeast corner thereof and being in a south line of said Aberdeen Drive;

THENCE North 88 degrees 47 minutes 37 seconds East, with the south line of said Aberdeen Drive, a distance of 60.01 feet to a ½ inch iron rod found for corner in the east line of said Aberdeen Drive;

THENCE North 00 degrees 03 minutes 44 seconds East, with the east line of said Aberdeen Drive, a distance of 453.13 feet to a cut "X" found in concrete for the north northwest corner of said Lunow tract and being in a south line of said Aberdeen Drive;

THENCE North 87 degrees 13 minutes 17 seconds East, with the south line of said Aberdeen Drive, a distance of 92.58 feet to the **POINT OF BEGINNING**, and containing 14.316 acres of land, more or less, and being subject to any and all easements that may affect.

Exhibit "B" Zoning Exhibit

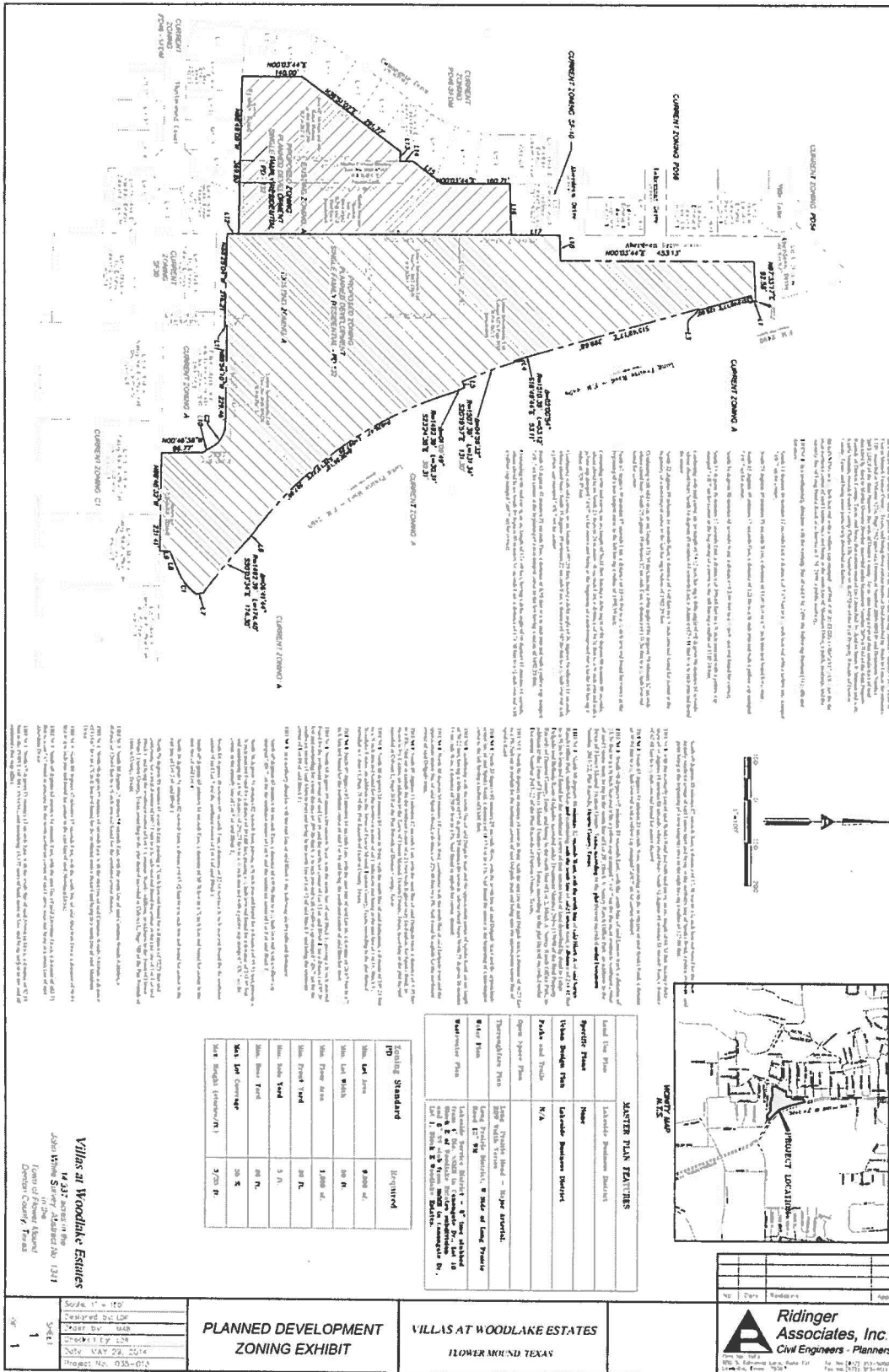


Exhibit "D"

Development Standards

Planned Development District No. 132 (PD-132) with
Single-Family District-5 (SF-5) uses

VILLAS AT WOODLAKE

The Development on the property depicted in the Concept Plan attached to this ordinance as Exhibit "C" shall be in accordance with the Town of Flower Mound's Master Plan and Land Development Regulations as amended, and shall be subject to the following requirements and conditions.

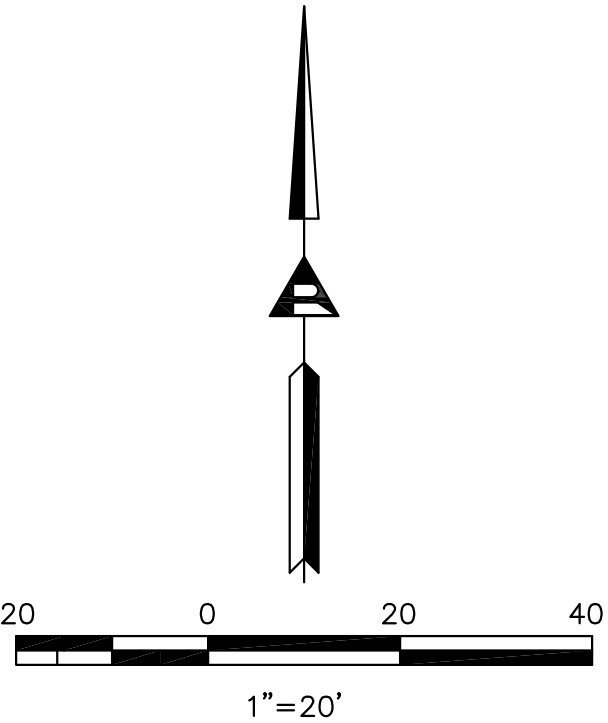
A. PD-132 with Single-Family District-5 (SF-5) uses. Development of PD-132 as designated on Exhibit "C," the Concept Plan for Villas at Woodlake, comprised of approximately 14.316 acres of land, shall be in compliance with all regulations applicable to Single-Family District-5 (SF-5) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **Minimum side yard.** The minimum side yard for residential uses in PD-132 shall be five (5) feet, subject to Section 98-1027, except for lots adjacent to a major arterial (Long Prairie Road) shall have a minimum side yard of at least forty (40) feet from the major arterial roadway.
2. **Minimum rear yard.** The minimum rear yard for residential uses in PD-132 shall be twenty (20) feet, subject to Section 98-1028, except for lots adjacent to a major arterial (Long Prairie Road) shall have a minimum rear yard of at least forty (40) feet from the major arterial roadway.

B. Miscellaneous Standards:

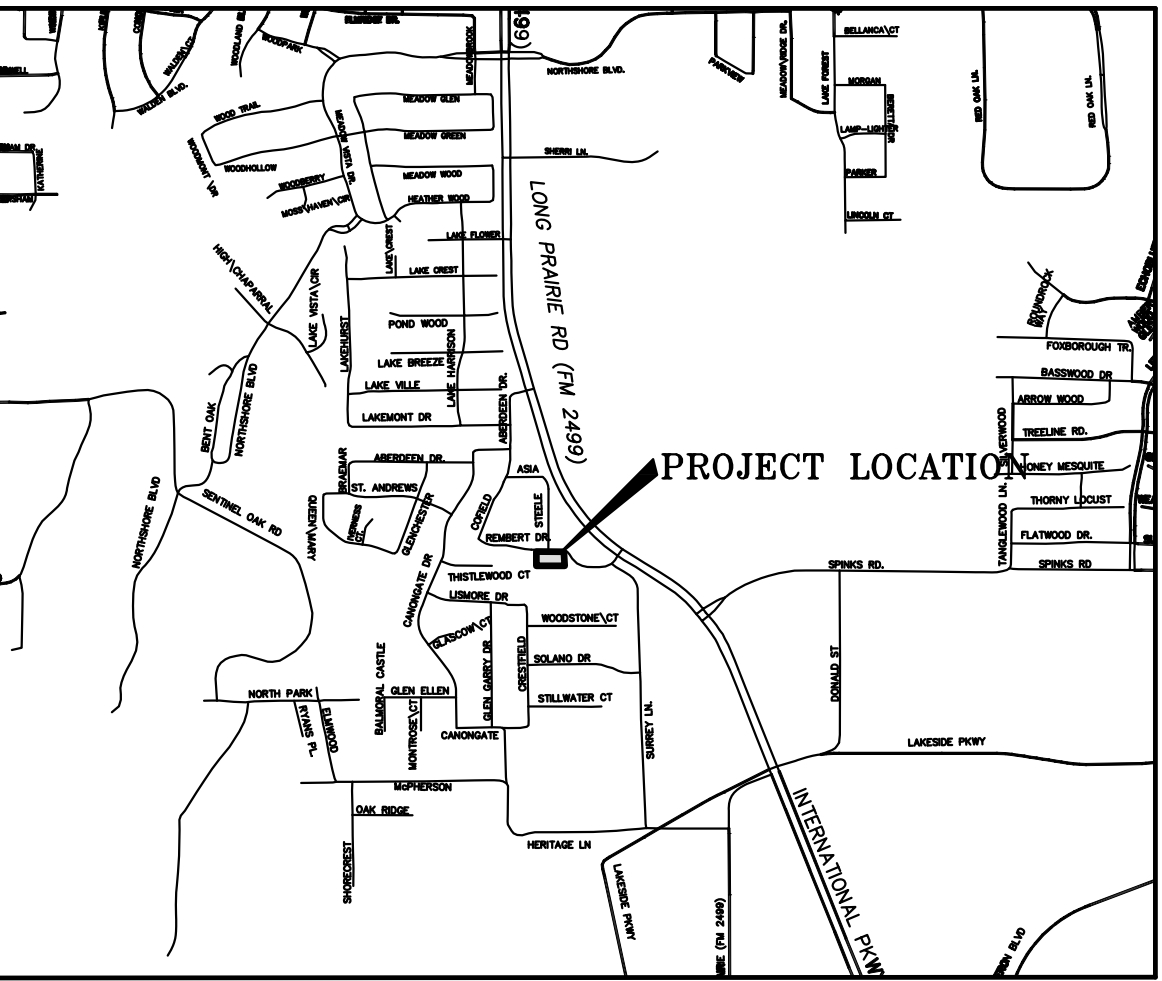
1. The maximum number of residential lots allowed in PD-132 shall be forty (40) lots.

DEVELOPMENT DATA	
PD-132 DEVELOPMENT STANDARDS SHALL APPLY TO THIS ADDITION (AMENDMENT) TO PD-132.	
SPECIFIC DEVELOPMENT DATA FOR THE 1.142 AC. ADDITION(AMENDMENT):	
PROPOSED USE:	PLANNED DEVELOPMENT (PD-132) SINGLE FAMILY RESIDENTIAL
LAND AREA:	±1.142 ACRES
MINIMUM LOT AREA:	7,559 S.F.
MAXIMUM LOT AREA:	10,258 S.F.
AVERAGE LOT SIZE:	8,289 S.F.
MINIMUM LOT WIDTH:	50'
MINIMUM FRONT SETBACK:	20'
MINIMUM REAR SETBACK:	20'
MINIMUM SIDE SETBACK:	5'



LEGEND

- LOT LINE
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- R.P.R.D.C.T. REPLAT RECORD DENTON COUNTY, TEXAS
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- PROPOSED R.O.W.
- PROPOSED BACK OF CURB



VICINITY MAP
N.T.S.

MASTER PLAN FEATURES	
Land Use Plan	Medium Density
Specific Plans	None
Urban Design Plan	Long Prairie
Parks and Trails	N/A
Open Space Plan	
Thoroughfare Plan	Long Prairie Road – Major Arterial, ROW Width varies
Water Plan	Long Prairie Service Area, N Side of Rembert Drive 8" WM
Wastewater Plan	Long Prairie Service Area – 8" line & 4' dia. SSMH S side of Rembert Drive Parkside at Woodlake subdivision

OWNER:

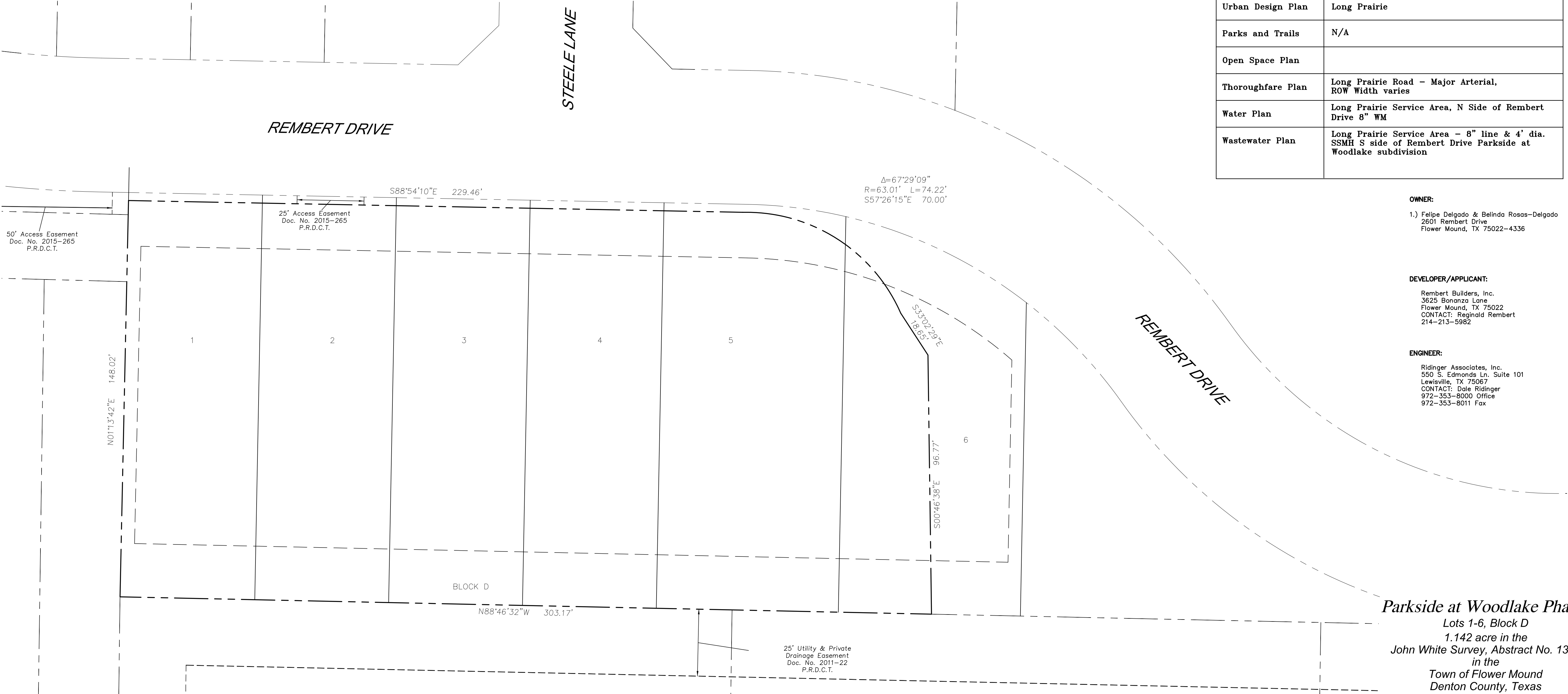
- 1.) Felipe Delgado & Belinda Rosas-Delgado
2601 Rembert Drive
Flower Mound, TX 75022-4336

DEVELOPER/APPLICANT:

Rembert Builders, Inc.
3625 Bonanza Lane
Flower Mound, TX 75022
CONTACT: Reginald Rembert
214-213-5982

ENGINEER:

Ridinger Associates, Inc.
550 S. Edmonds Ln. Suite 101
Lewisville, TX 75067
CONTACT: Dale Ridinger
972-353-8000 Office
972-353-8011 Fax



Parkside at Woodlake Phase 2
Lots 1-6, Block D
1.142 acre in the
John White Survey, Abstract No. 1341
in the
Town of Flower Mound
Denton County, Texas

No.	Date	Revisions	App.

Ridinger Associates, Inc.
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

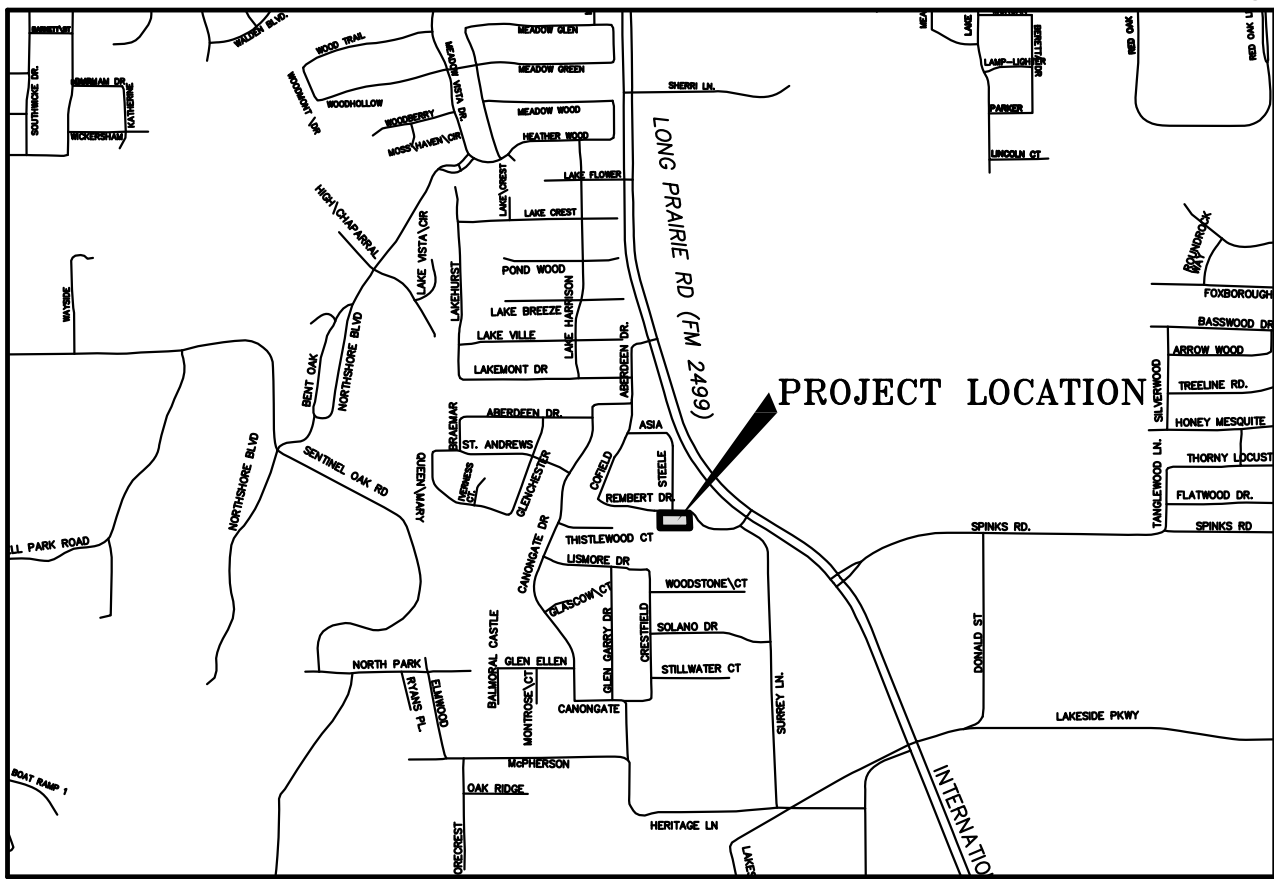
**PARKSIDE AT WOODLAKE
PHASE 2**
FLOWER MOUND, TEXAS

CONCEPT PLAN

Scale: 1" = 20'
Designed by: LDR
Drawn by: MAB
Checked by: LDR
Date: MARCH 9, 2016
Project No. 035-021

SHEET
1

Parkside at Woodlake Phase 2
1.00 acre in the
John White Survey, Abstract No. 1341
in the
Town of Flower Mound
Denton County, Texas



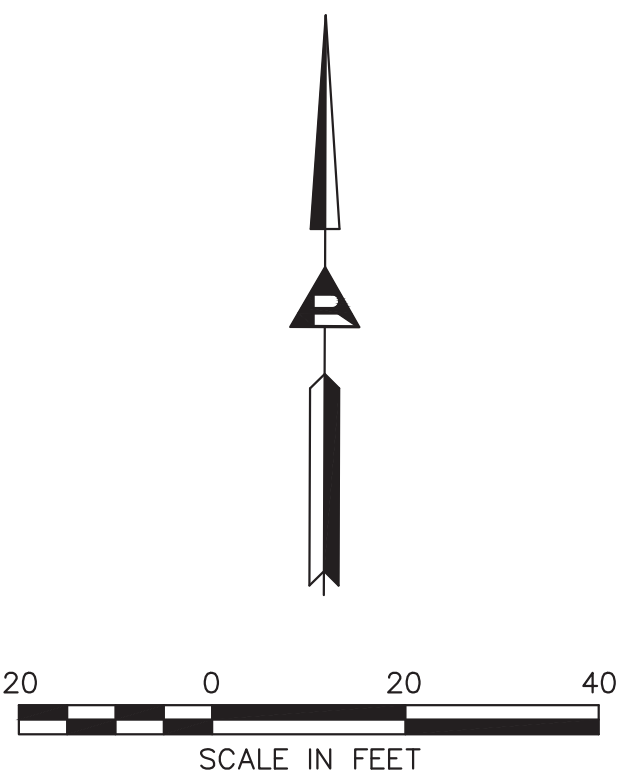
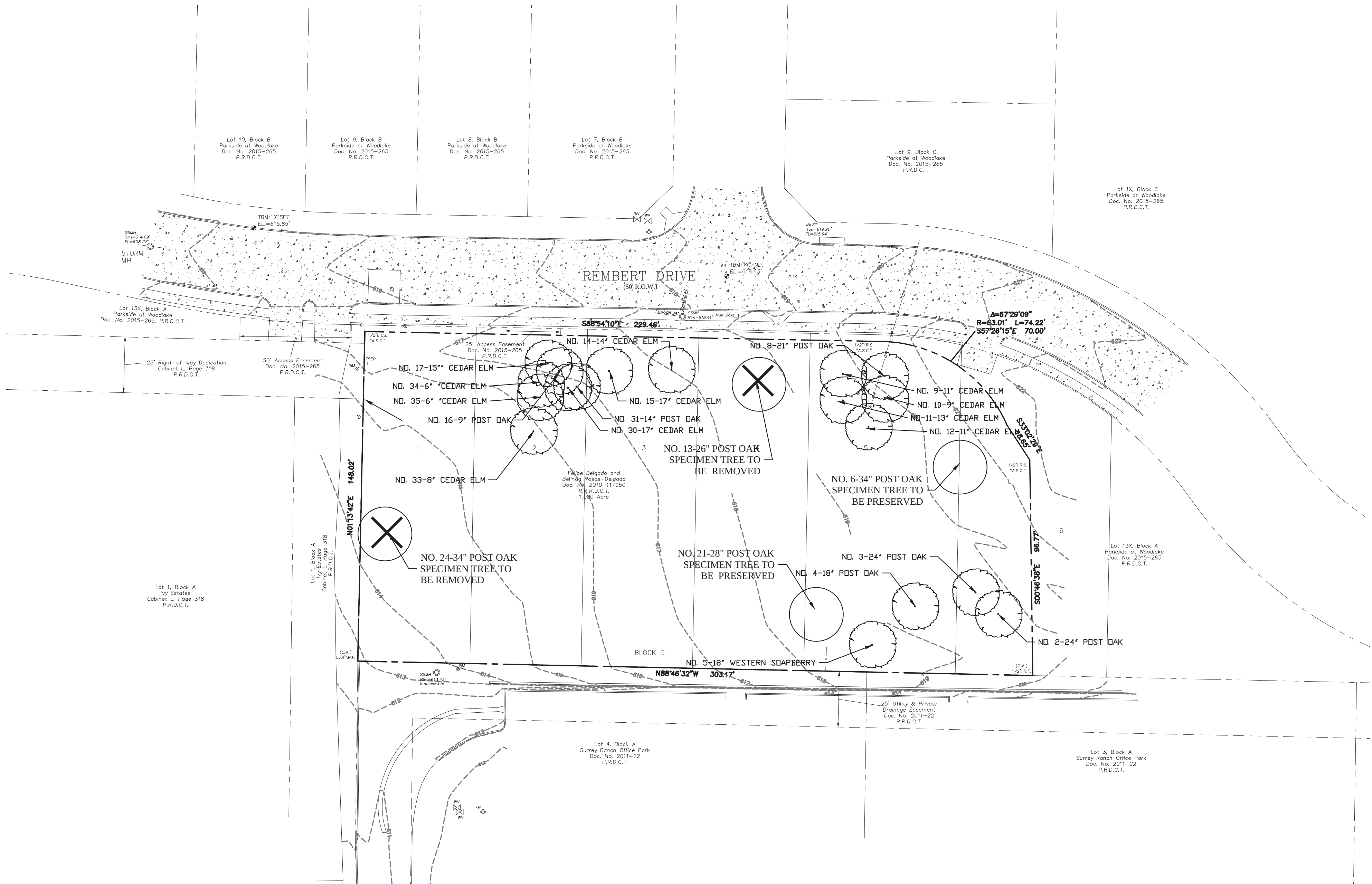
**Ridinger
Associates, Inc.**
Civil Engineers - Planners

 Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

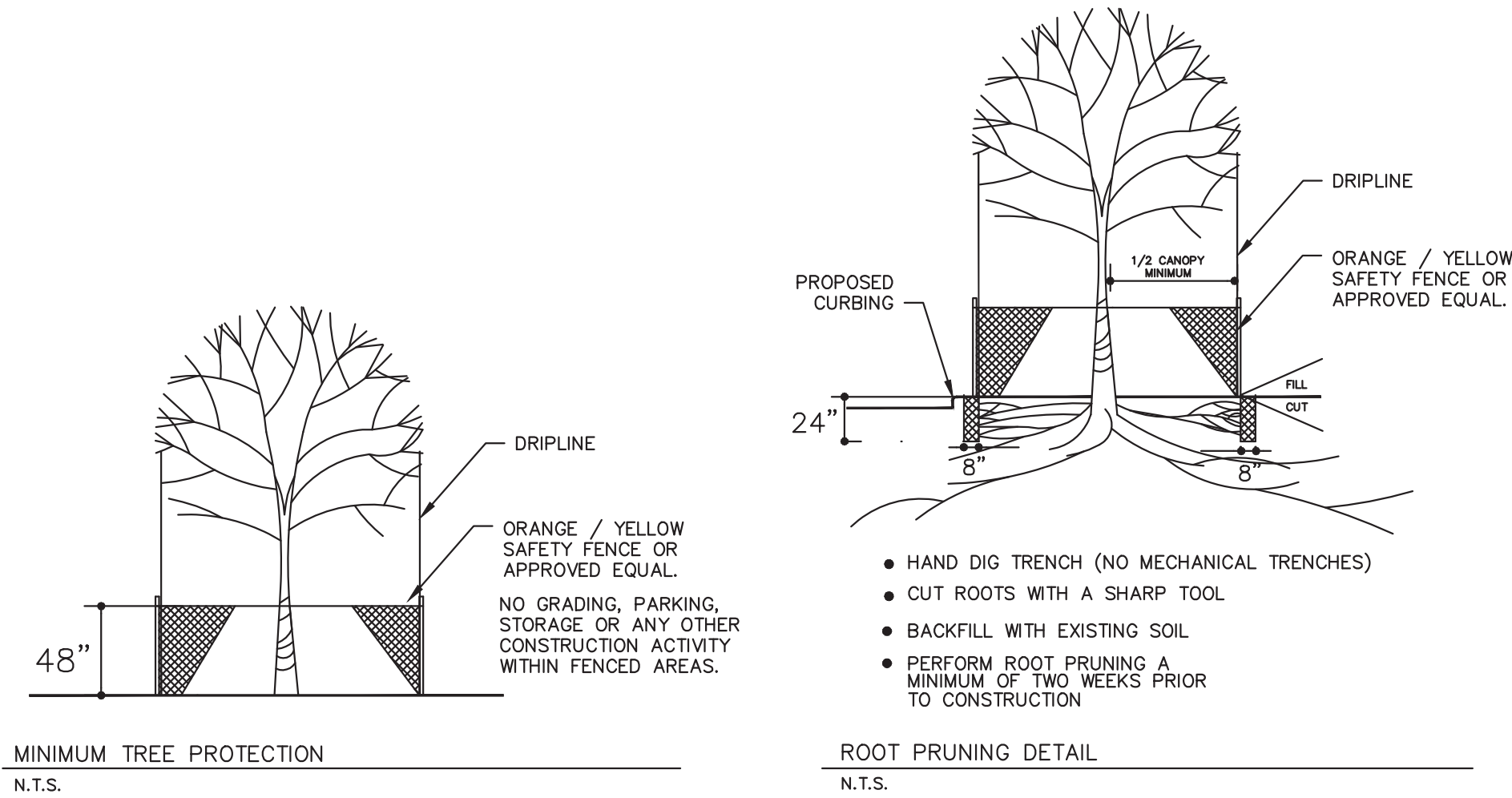
Scale:	1" = 40'
Designed by:	LDR
Drawn by:	MAB
Checked by:	LDR
Date:	MARCH 9, 2016
Project No.	035-021

SHEET
1



TREE NO.	DBH	COMMON NAME	BOTANICAL NAME	DESIGNATION	REMARKS
NO. 2	24"	Post Oak	Quercus stellata	Not Protected? Trunk Damaged	Damage at Trunk
NO. 3	24"	Post Oak	Quercus stellata	Protected	
NO. 4	18"	Post Oak	Quercus stellata	Protected	Encased in Concrete
NO. 5	18"	Western Soapberry	Sapindus drummondii	Protected	
NO. 6	34"	Post Oak	Quercus stellata	Protected	Specimen Tree-Preserve PRESERVE
NO. 8	21"	Post Oak	Quercus stellata	Protected	
NO. 9	11"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 10	9"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 11	13"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 12	11"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 13	26"	Post Oak	Quercus stellata	Protected	Specimen Tree-REMOVE TO BE REMOVED
NO. 14	14"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 15	17"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 16	9"	Post Oak	Quercus stellata	Protected	
NO. 17	15"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 21	28"	Post Oak	Quercus stellata	Protected	Specimen Tree-Preserve PRESERVE
NO. 24	34"	Post Oak	Quercus stellata	Protected	Specimen Tree-REMOVE TO BE REMOVED
NO. 30	17"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 31	14"	Post Oak	Quercus stellata	Protected	
NO. 33	8"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 34	6"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 35	8"	Cedar Elm	Ulmus crassifolia	Protected	

- TREE PRESERVATION NOTES**
- CONTRACTOR AND DEVELOPER SHALL ADHERE TO THE FOLLOWING TREE PROTECTION MEASURES:
1. PRIOR TO GRADING, BRUSH REMOVAL, OR CONSTRUCTION, THE DEVELOPER SHALL CLEARLY TAG OR MARK ALL TREES TO BE PRESERVED.
 2. THE DEVELOPER SHALL ERECT A PLASTIC MESH FENCE A MINIMUM OF FOUR (4) FEET IN HEIGHT AROUND EACH TREE OR GROUP OF TREES TO PREVENT THE PLACEMENT OF DEBRIS OR FILL WITHIN THE DRIP LINE.
 3. DURING THE CONSTRUCTION PHASE OF DEVELOPMENT, THE DEVELOPER SHALL PROHIBIT CLEANING, PARKING OR STORAGE OF EQUIPMENT OR MATERIALS UNDER THE CANOPY OF ANY TREE OR GROUP OF TREES BEING PRESERVED. THE DEVELOPER SHALL NOT ALLOW THE DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., IN THE CANOPY AREA.
 4. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
 5. NO FILL OR EXCAVATION MAY OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED UNLESS THERE IS A SPECIFIC APPROVED PLAN FOR USE OF TREE WELLS OR RETAINING WALLS. MAJOR CHANGES OF GRADE (SIX (6) INCHES OR GREATER) WILL REQUIRE ADDITIONAL MEASURES TO MAINTAIN PROPER OXYGEN AND WATER EXCHANGE WITH THE ROOTS. IN ADDITION, THE DEVELOPER SHOULD ADHERE TO THE FOLLOWING GUIDELINES TO PROTECT THE TREES TO BE PRESERVED:
 - a. WITH MAJOR GRADE CHANGES, A REINFORCED RETAINING WALL OR TREE WELL OF A DESIGN APPROVED BY THE CITY SHOULD BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN HALF THE DISTANCE BETWEEN THE TRUNK AND THE DRIP LINE. THE RETAINING WALL SHOULD BE CONSTRUCTED SO AS TO MAINTAIN THE EXISTING GRADES AROUND A TREE OR GROUP OF TREES.
 - b. AT NO TIME SHOULD A WALL, PAVEMENT OR POROUS PAVEMENT BE PLACED CLOSER THAN FIVE (5) FEET OR ONE (1) FOOT FOR EVERY TWO (2) INCHES IN CALIPER, WHICHEVER IS GREATER, TO THE TRUNK OF THE TREE.
 - c. ROOT PRUNING MAY BE NECESSARY WHEN THE CRITICAL ROOT ZONE IS TO BE DISTURBED.
 - d. IF A PATIO, SIDEWALK, DRIVE, PARKING LOT, OR OTHER PAVED SURFACE MUST BE PLACED WITHIN THE DRIP LINE OF AN EXISTING TREE, MATERIAL SUCH AS A POROUS PAVEMENT OR OTHER APPROVED CONSTRUCTION METHOD THAT WILL ALLOW THE PASSAGE OF WATER AND OXYGEN MAY BE REQUIRED.



TREE MITIGATION

DEVELOPER WILL PAY ALL REQUIRED MITIGATION FEES AS REQUIRED BE THE TOWN OF FLOWER MOUND

TEXAS 60 CALIPER INCHES 60X2/3=40 MITIGATION TREES

40 MITIGATION TREES X \$375= \$15,000 PAYABLE TO THE TOWN OF FLOWER MOUND FOR TREE MITIGATION.

- LEGEND**
- SPECIMEN TREE TO BE REMOVED
 - SPECIMEN TREE TO BE PRESERVED

ST. CLAIR DESIGN GROUP, INC

Landscape Architecture

P. O. Box 12519
Dallas, Texas 75225
T. 214-394-3641

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCDD
DATE: SEPTEMBER 4, 2015

TREE SURVEY

Parkside at Woodlake Phase 2

1.00 acres in the
John White Survey, Abstract No. 1341
in the
Town of Flower Mound
Denton County, Texas

Scale: 1" = 20'-0"

Designed by: JBS
Drawn by: JBS
Checked by: SCDD
Date: DECEMBER 04, 2015
Project No. 035-021

SHEET
TS-1
OF
1

**PARKSIDE AT WOODLAKE
PHASE 2**

TREE SURVEY

FLOWER MOUND, TEXAS

Ridinger
Associates, Inc.
Civil Engineers - Planners

No.112-29-15
Revisions
No.
Date
App.

Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

EXHIBIT "B"
DEVELOPMENT STANDARDS

Planned Development District No. 132 (PD-132) with
Single-Family District-5 (SF-5) uses

PARKSIDE AT WOODLAKE

The Development on the property depicted in the Concept Plan attached to Ordinance No. 42-14 as Exhibit "C" and to this ordinance as Exhibit "C-1" shall be in accordance with the Town of Flower Mound's Master Plan and Land Development Regulations as amended, and shall be subject to the following requirements and conditions.

A. PD-132 with Single-Family District-5 (SF-5) uses. Development of PD-132 as designated on Exhibit "C," the Concept Plan for Villas at Woodlake (Parkside at Woodlake, Phase 1), comprised of approximately 14.316 acres of land, and as designated on Exhibit "C-1," the Concept Plan for Parkside at Woodlake, Phase 2, comprised of approximately 1 acre of land, shall be in compliance with all regulations applicable to Single-Family District-5 (SF-5) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in Ordinance No. 42-14 and this Ordinance.

1. **Minimum side yard.** The minimum side yard for residential uses in PD-132 shall be five (5) feet, subject to Section 98-1027, except for lots adjacent to a major arterial (Long Prairie Road) shall have a minimum side yard of at least forty (40) feet from the major arterial roadway.
2. **Minimum rear yard.** The minimum rear yard for residential uses in PD-132 shall be twenty (20) feet, subject to Section 98-1028, except for lots adjacent to a major arterial (Long Prairie Road) shall have a minimum rear yard of at least forty (40) feet from the major arterial roadway.

B. Miscellaneous Standards:

1. The maximum number of residential lots allowed in PD-132 shall be forty six (46) lots.

C. Exceptions:

1. An exception to Section 90-272 has been granted with this ordinance to allow the lot depth to exceed 2½ times the lot width. Maximum lot depth shall not exceed 155 feet.

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, AND AMENDING ORDINANCE NO. 42-14, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 132 (PD-132), BY CHANGING THE ZONING ON APPROXIMATELY ONE ACRE OF LAND SITUATED IN THE JOHN WHITE SURVEY, ABSTRACT NUMBER 1341, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 132 (PD-132) WITH SINGLE-FAMILY DISTRICT-5 (SF-5) USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY 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 one acre of land in the John White Survey, Abstract Number 1341, has filed an application for a Zoning Planned Development amendment to change the zoning from Agricultural District (A) to Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on March 14, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 4, 2016, with respect to the Zoning Planned Development amendment described herein; and,

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

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:

One acre of land in the John White Survey, Abstract Number 1341, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses is hereby amended to add one acre of land, referred to as "Phase 2," as depicted on Exhibit "C," attached hereto and incorporated for all purposes.

Exhibit "D" to Ordinance No. 42-14 shall be replaced with Exhibit "B" attached to this Ordinance and incorporated herein.

SECTION 2

The amended development standards and Phase 2 concept plan for Planned Development District No. 132 (PD-132), attached hereto as Exhibits "B" and "C," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards and Phase 2 concept plan for Planned Development District No. 132 (PD-132).

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 amended Planned Development District No. 132 (PD-132), 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" and "C" attached hereto, as well as the applicable regulations contained in PD-132, 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

ORDINANCE NO. _____**Page 3**

Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council 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 10

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 11

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. _____

Page 5

Exhibit "A"
Description of Property

Legal Description:

BEING all that certain lot, tract or parcel of land situated in the J. White Survey, Abstract Number 1341, Town of Flower Mound, Denton County, Texas, and being that certain tract of land described by deed to Felipe Delgado and Belinda Rosas-Delgado, recorded under Document Number 2010-117950 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for the southwest corner of said Delgado tract, being the north west corner of Lot 4, Block A, Surrey Ranch Office Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2011-22 of the Plat Records of Denton County, Texas, and being in the east line of Lot 1, Block A, Ivy Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 318 of the Plat Records of Denton County, Texas;

THENCE North 01 degrees 13 minutes 42 seconds East, with the east line of said Ivy Estates, a distance of 148.02 feet to a ½ inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for corner in the south line of Lot 13X, Block A, Parkside at Woodlake, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2015-265 of the Plat Records of Denton County, Texas;

THENCE South 88 degrees 54 minutes 10 seconds East, with the south line of said Lot 13X, a distance of 229.46 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a non-tangent curve to the right having a radius of 63.01 feet, with a delta angle of 67 degrees 29 minutes 09 seconds, whose chord bears South 57 degrees 26 minutes 15 seconds East, a distance of 70.00 feet;

THENCE continuing with the southwesterly line of said Lot 13X and with said curve, an arc length of 74.22 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 33 degrees 02 minutes 29 seconds East, with the southwesterly line of said Lot 13X, a distance of 18.65 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner in the west line of said Lot 13X;

THENCE South 00 degrees 46 minutes 38 seconds East, with the west line of said Lot 13X, a distance of 96.77 feet to a ½ inch iron rod found for the most southeasterly southeast corner of said Lot 13X, and being in the north line of Lot 3, Block A of said Surrey Ranch Office Park;

THENCE North 88 degrees 46 minutes 32 seconds West, with the north line of said Surrey Ranch Office Park, a distance of 303.17 feet to the **POINT OF BEGINNING**, and containing 1.000 acre of land, more or less, and being subject to any and all easements that may affect.

EXHIBIT "B"
DEVELOPMENT STANDARDS

Planned Development District No. 132 (PD-132) with
Single-Family District-5 (SF-5) uses

PARKSIDE AT WOODLAKE

The Development on the property depicted in the Concept Plan attached to Ordinance No. 42-14 as Exhibit "C" and to this ordinance as Exhibit "C-1" shall be in accordance with the Town of Flower Mound's Master Plan and Land Development Regulations as amended, and shall be subject to the following requirements and conditions.

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1. **Minimum side yard.** The minimum side yard for residential uses in PD-132 shall be five (5) feet, subject to Section 98-1027, except for lots adjacent to a major arterial (Long Prairie Road) shall have a minimum side yard of at least forty (40) feet from the major arterial roadway.
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B. Miscellaneous Standards:

1. The maximum number of residential lots allowed in PD-132 shall be forty six (46) lots.

C. Exception:

1. An exception to Section 90-272 has been granted with this ordinance for Phase 2 lots only to allow the lot depth to exceed 2½ times the lot width. Maximum lot depth shall not exceed 155 feet.

From: Eric Swarva
Sent: Thursday, March 17, 2016 7:55 PM
To: Poornima Srinarasi
Subject: Rembert and Steele

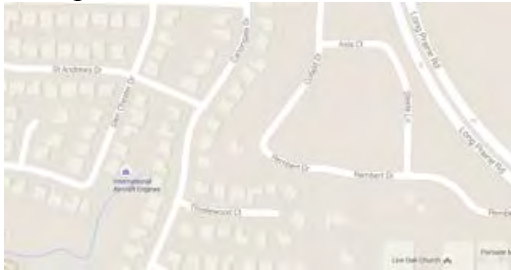
Hello,

I noticed a sign at a ranch property by Rembert and Steele for a request to zone change. Also neighbors today had a flier stuffed in their mailbox for a zone meeting on March 16th, a day after the meeting but was dated March 2nd, for a request for multi family housing. Can you please clarify on this?

Regards,

Eric Swarvar

A map is attached.



From: amylgamboa
Sent: Thursday, March 17, 2016 8:55 PM
To: Poornima Srinarasi
Subject: Opposition to high density apartments

Town senior planner:

I live in the Woodlake Estates in Flower Mound and we received notice today of a zoning change proposal to allow high density (apartments) to be built in the new estates at Aberdeen & Cofield. I personally am highly opposed to this. There will only be one entrance via Aberdeen. The additional traffic it will drive onto Aberdeen could be substantial making getting out at the Aberdeen/2499 a nightmare.

One of the appealing qualities of our neighborhood was the quiet, family oriented nature of our subdivision. Not only would allowing apartments significantly increase the traffic flow, but I feel that apartment complexes bring more crime to the surrounding neighborhoods and possibly decreased home values.

Regards,
Amy Gamboa
828 Glen Garry Dr
Flower Mound, TX 75022

From: Kimberly Brown

Sent: Thursday, March 17, 2016 9:55 PM

To: Poornima Srinarasi

Subject: Master Plan Amendment (MPA15-0013) - Parkside at Woodlake, Phase 2

Dear Ms. Srinarasi,

I would have been very interested in attending the meeting on March 14th, 2016; however, the notice regarding this Master Plan Amendment just arrived in my mailbox - and that of each one of my neighbors here in Woodlake Estates - today, March 17, 2016. I feel that this was poor planning and makes me feel as if my opinion on this matter is not important to the Planning and Zoning Commission. I realize that there will be a public Town Council hearing on April 4th, but the entire process is important.

More importantly, my opinion is such: I live on Canongate Drive at the intersection with Lismore, where speeders are prevalent and dangerous to my three children and the other seven children who live at this intersection. This is important because people speed through this neighborhood to get to other neighborhoods including all of the new Lakeside developments and the Northshore area. We do not need yet another high density development, albeit small, near our neighborhood. This will also increase traffic at the stoplight at Aberdeen and FM2499, which is already so long (timed) and backed up with traffic in the mornings that my kids are frequently late for school. Furthermore, we already have all of the new apartments in the Lakeside development, with many more already planned to be built along Lakeside Parkway. Please, since we moved into our house on Canongate in May of 2001, the face of this entire area has already been shaped into something far different than what we fell in love with in the first place. Less trees, more houses, many apartments, more traffic, more kids with no park improvements and no plans for improvement in the near future, and more mischief in the neighborhood - does this sound like the Flower Mound you know?

I believe I speak for the majority of my neighbors when I ask you to please strongly consider denying the approval of this amendment.

Thank you for your time,
Kimberly Brown



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: April 4, 2016

FROM: Matthew Woods, Director of Environmental Services

ITEM: Public Hearing to consider an application for a tree removal permit for two (2) specimen trees on property proposed for development as Parkside at Woodlake, Ph. 2. The property is generally located south of Rembert Drive and west of Long Prairie Road. *(The Environmental Conservation Commission recommended denial by a vote of 4-2-0 at its March 1, 2016, meeting).*

BACKGROUND INFORMATION: The Parkside at Woodlake, Phase 2 development is generally located south of Rembert Drive and west of Long Prairie Road. The site is approximately 1.000 acre in size. The site is currently master planned for Medium Density Residential and is zoned for Agricultural uses. The applicant is requesting a Master Plan Amendment to change the land use designation to High Density Residential and rezone the property by amending Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include this additional land. According to the tree survey for the project, the site contains a total of four (4) specimen trees. The applicant is requesting to remove two (2) of the specimen trees from the site in order to build a residential subdivision. The specimen trees proposed for removal are both in good condition and are located within the proposed buildable area.

The following specimen trees are being requested for removal: Tree #13 – 26” post oak; and Tree #24 – 34” post oak.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its March 1, 2016, meeting. The ECC recommended denial of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

CITIZEN FEEDBACK: As of March 22, 2016, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of intent.
2. Specimen tree removal permit application.
3. Photograph of the specimen tree proposed for removal.
4. Project tree survey.

RECOMMENDATION: Move to deny the requested permit to remove two (2) specimen trees on property proposed for development as Parkside at Woodlake, Ph. 2. The property is generally located south of Rembert Drive and west of Long Prairie Road.



February 18, 2016

Mr. James Hoefert
Town Of Flower Mound
2121 Cross Timbers
Flower Mound, Texas 75028

**Re: 2601 Rembert Drive
Tree Removal Permit**

Dear Mr. Hoefert:

Ridinger Associates, Inc. has prepared a Concept Plan with the Zoning Planned Development application for the proposed Parkside at Woodlake Phase 2 development at 2601 Rembert Drive, Flower Mound TX.

There are four specimen trees that are within the limits of this project. The lots have been laid out to be able to preserve two of the four specimen trees. However, Specimen Tree Nos. 13 & 24 as shown on the Parkside at Woodlake Phase 2 Tree Survey fall within the proposed building pads of the development and a Tree Removal permit is requested for the removal of Specimen Tree Nos. 13 & 24.

This project cannot reasonably be developed without removal of the trees included with this permit application.

We appreciate your consideration of our project and look forward to your favorable approval. Please call if you have any questions or comments.

Thank You,

A handwritten signature in blue ink, appearing to read 'Tracy A. LaPiene', is written over a light blue horizontal line.

Mr. Tracy A. LaPiene, P.E.
Vice President

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name: John St.Clair

Address: P.O. BOX 12519-0519
 Dallas, TX 75225

Phone: 214-394-3641

Applicant's Legal Interest in the Property:
 Landscape Architect

2. Property Owner(s)

Name(s): Delgado, Felipe & Belinda Rosas-

Address: 2601 Rembert Drive,
 Flower Mound, TX 75022

3. Location and Legal Description of Property:

2601 Rembert Drive,

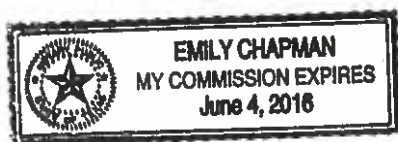
1.142 Acres in the John White Survey, Abstract No. 1341

Town of Flower Mound, Denton County, Texas

Page 2 of 3.

4. Owner's Authorization of Representation

I, Felipe Delgado, the owner of the above described real property, do hereby authorize John St. Clair to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



Felipe Delgado
Signature of Owner

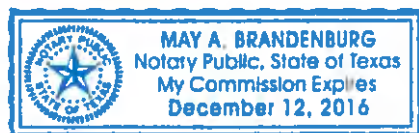
Given Under My Hand and Seal of Office
This the 26 Day of Feb, 2016
Emily Chapman
Notary Public
In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I John St. Clair, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

John St. Clair
Signature of Applicant

Landscape Architect License No. 2210
State of Licensure TEXAS
Or ISA Certified Arborist No. _____



701 267 5067-5

Given Under My Hand and Seal of Office
This the 18 Day of February, 2016
May A. Brandenburg
Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 2/26/2016 by (initials) JRH.

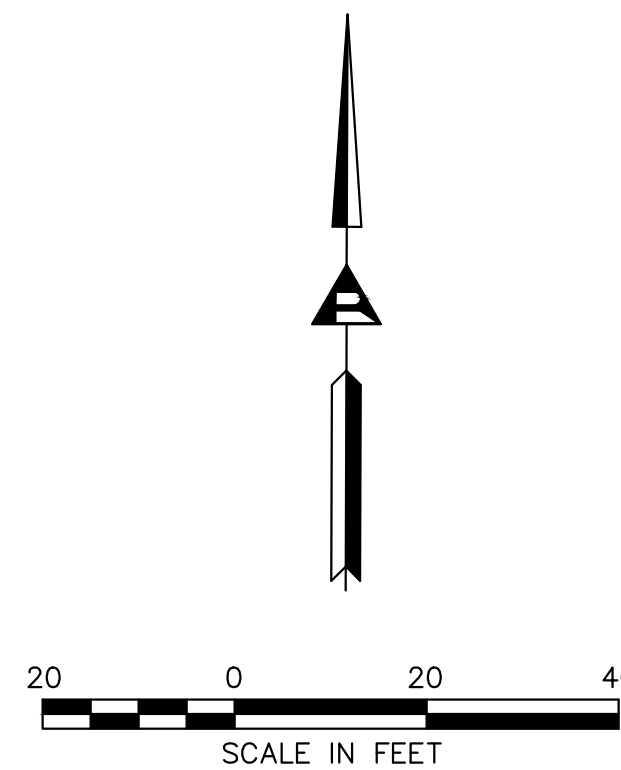
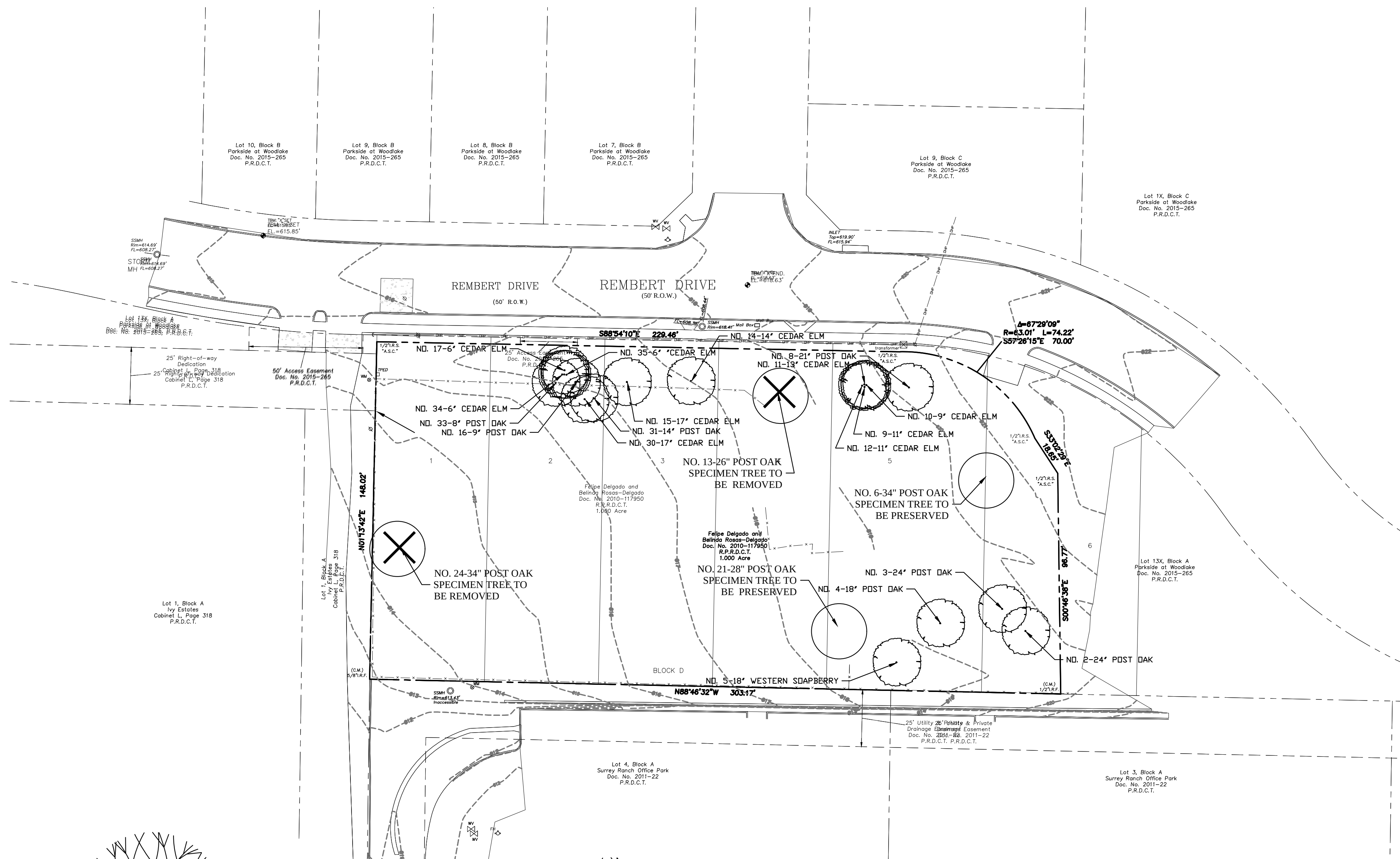
Parkside at Woodlake Estates, Ph. 2 – Specimen trees proposed for removal

Tree #13 – 26" post oak



Tree #24 – 34" post oak

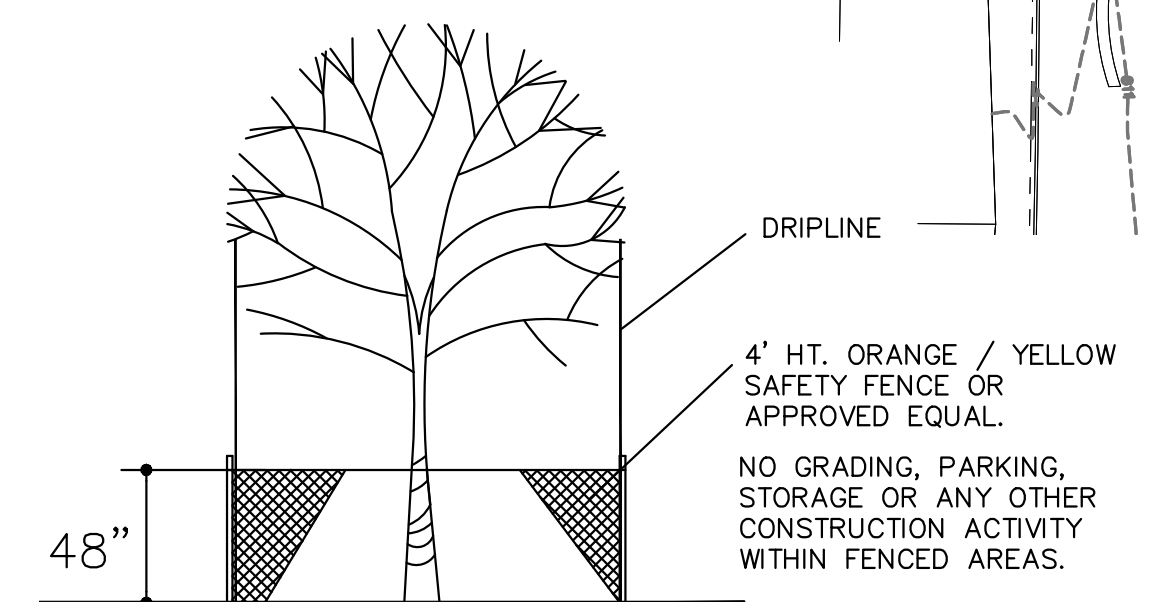




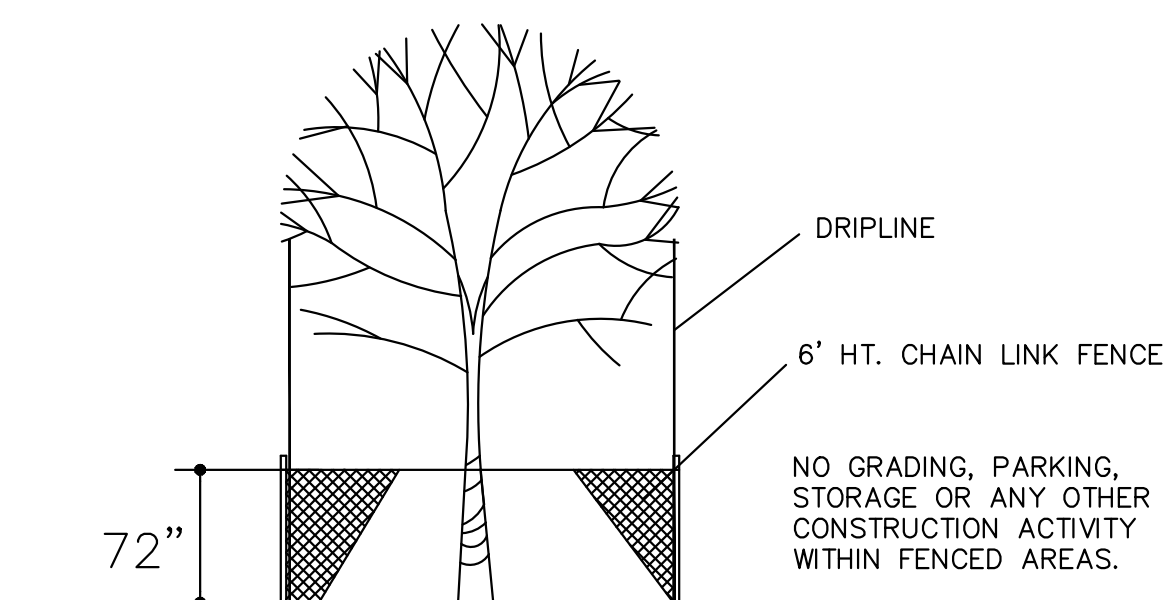
TREE NO.	DBH	COMMON NAME	BOTANICAL NAME	DESIGNATION	REMARKS	REMAIN / REMOVE
NO. 2	24"	Post Oak	Quercus stellata	Not Protected?	Damage at Trunk	
NO. 3	24"	Post Oak	Quercus stellata	Protected	Trunk Damaged	
NO. 4	18"	Post Oak	Quercus stellata	Protected	Encased in Concrete	
NO. 5	18"	Western Soapberry	Sapindus drummondii	Protected		
NO. 6	34"	Post Oak	Quercus stellata	Protected	Specimen Tree-Preserve	REMAIN
NO. 8	21"	Post Oak	Quercus stellata	Protected		
NO. 9	11"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 10	9"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 11	13"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 12	11"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 13	26"	Post Oak	Quercus stellata	Protected	Specimen Tree-REMOVE	REMOVE
NO. 14	14"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 15	17"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 16	9"	Post Oak	Quercus stellata	Protected		
NO. 17	6"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 21	28"	Post Oak	Quercus stellata	Protected	Specimen Tree-Preserve	REMAIN
NO. 24	34"	Post Oak	Quercus stellata	Protected	Specimen Tree-REMOVE	REMOVE
NO. 30	17"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 31	14"	Post Oak	Quercus stellata	Protected		
NO. 33	8"	Post Oak	Quercus stellata	Protected		
NO. 34	15"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 35	6"	Cedar Elm	Ulmus crassifolia	Protected		

TREE PRESERVATION NOTES

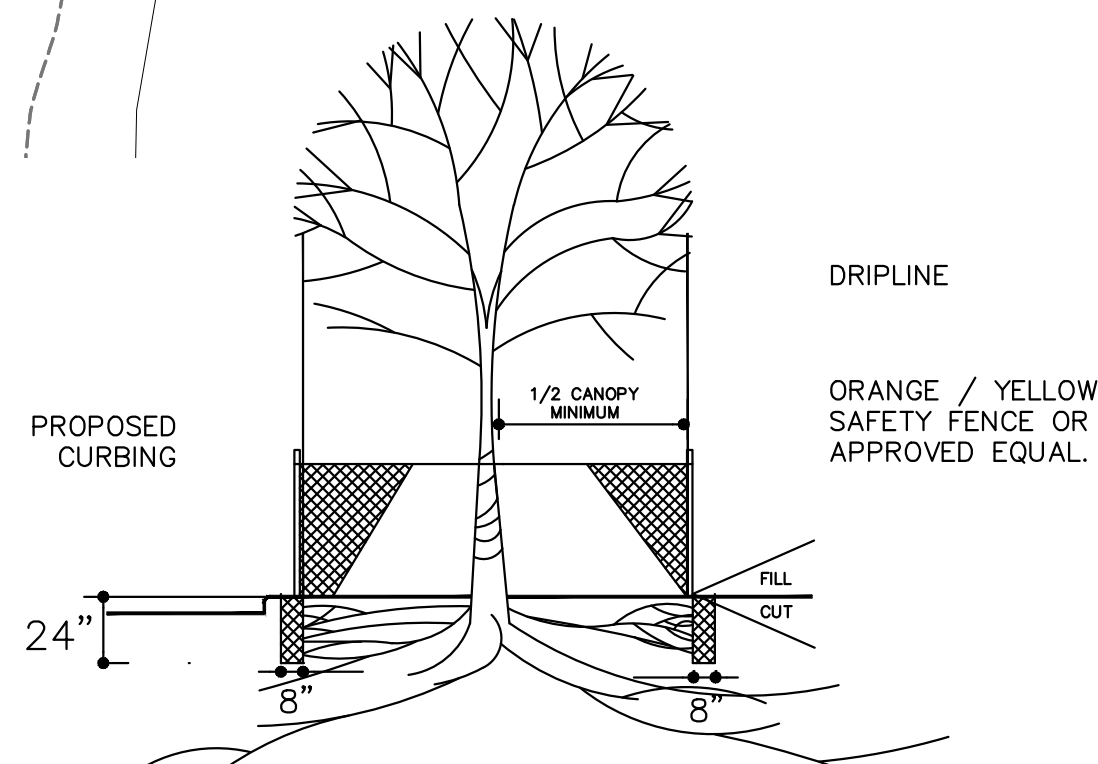
- CONTRACTOR AND DEVELOPER SHALL ADHERE TO THE FOLLOWING TREE PROTECTION MEASURES:
- PRIOR TO GRADING, BRUSH REMOVAL, OR CONSTRUCTION, THE DEVELOPER SHALL CLEARLY TAG OR MARK ALL TREES TO BE PRESERVED.
 - THE DEVELOPER SHALL ERECT A PLASTIC MESH FENCE A MINIMUM OF FOUR (4) FEET IN HEIGHT AROUND EACH TREE OR GROUP OF TREES TO PREVENT THE PLACEMENT OF DEBRIS OR FILL WITHIN THE DRIP LINE.
 - DURING THE CONSTRUCTION PHASE OF DEVELOPMENT, THE DEVELOPER SHALL PROHIBIT CLEANING, PARKING OR STORAGE OF EQUIPMENT OR MATERIALS UNDER THE CANOPY OF ANY TREE OR GROUP OF TREES BEING PRESERVED. THE DEVELOPER SHALL NOT ALLOW THE DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., IN THE CANOPY AREA.
 - NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
 - NO FILL OR EXCAVATION MAY OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED UNLESS THERE IS A SPECIFIC APPROVED PLAN FOR USE OF TREE WELLS OR RETAINING WALLS. MAJOR CHANGES OF GRADE (SIX (6) INCHES OR GREATER) WILL REQUIRE ADDITIONAL MEASURES TO MAINTAIN PROPER OXYGEN AND WATER EXCHANGE WITH THE ROOTS. IN ADDITION, THE DEVELOPER SHOULD ADHERE TO THE FOLLOWING GUIDELINES TO PROTECT THE TREES TO BE PRESERVED:
 - WITH MAJOR GRADE CHANGES, A REINFORCED RETAINING WALL OR TREE WELL OF A DESIGN APPROVED BY THE CITY SHOULD BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN HALF THE DISTANCE BETWEEN THE TRUNK AND THE DRIP LINE. THE RETAINING WALL SHOULD BE CONSTRUCTED SO AS TO MAINTAIN THE EXISTING GRADES AROUND A TREE OR GROUP OF TREES.
 - AT NO TIME SHOULD A WALL, PAVEMENT OR POROUS PAVEMENT BE PLACED CLOSER THAN FIVE (5) FEET OR ONE (1) FOOT FOR EVERY TWO (2) INCHES IN CALIPER, WHICHEVER IS GREATER, TO THE TRUNK OF THE TREE.
 - ROOT PRUNING MAY BE NECESSARY WHEN THE CRITICAL ROOT ZONE IS TO BE DISTURBED.
 - IF A PATIO, SIDEWALK, DRIVE, PARKING LOT, OR OTHER PAVED SURFACE MUST BE PLACED WITHIN THE DRIP LINE OF AN EXISTING TREE, MATERIAL SUCH AS A POROUS PAVEMENT OR OTHER APPROVED CONSTRUCTION METHOD THAT WILL ALLOW THE PASSAGE OF WATER AND OXYGEN MAY BE REQUIRED.



MINIMUM TREE PROTECTION- PROTECTED TREES
N.T.S.



MINIMUM TREE PROTECTION- SPECIMEN TREES
N.T.S.



- HAND DIG TRENCH (NO MECHANICAL TRENCHES)
- CUT ROOTS WITH A SHARP TOOL
- BACKFILL WITH EXISTING SOIL
- PERFORM ROOT PRUNING A MINIMUM OF TWO WEEKS PRIOR TO CONSTRUCTION

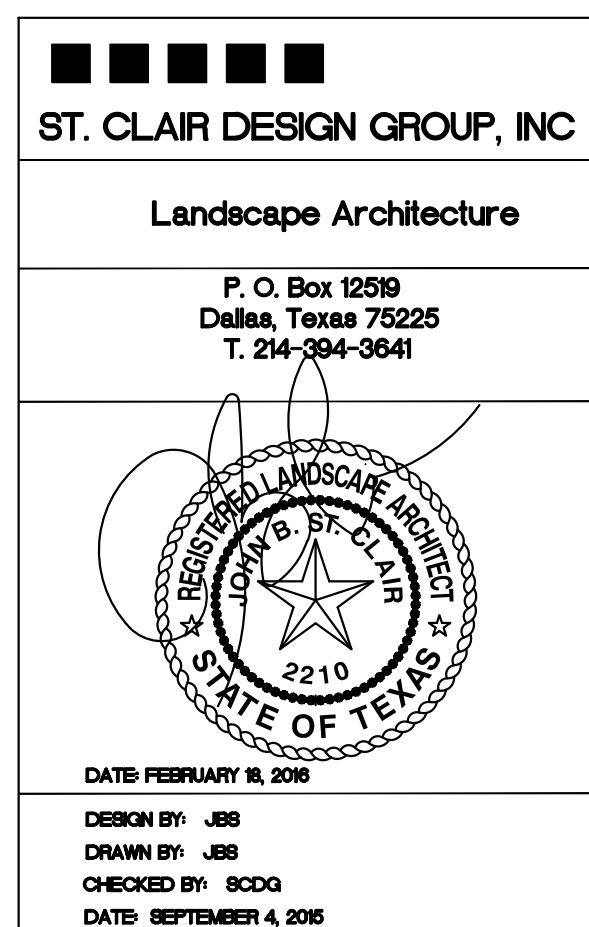
ROOT PRUNING DETAIL
N.T.S.

TREE MITIGATION

DEVELOPER WILL PAY ALL REQUIRED MITIGATION FEES AS REQUIRED BE THE TOWN OF FLOWER MOUND TEXAS 60 CALIPER INCHES 60X2/3=40 MITIGATION TREES 40 MITIGATION TREES X \$375= \$15,000 PAYABLE TO THE TOWN OF FLOWER MOUND FOR TREE MITIGATION.

LEGEND

- SPECIMEN TREE TO BE REMOVED
- SPECIMEN TREE TO BE PRESERVED
- PROTECTED TREE



TREE SURVEY
Parkside at Woodlake Phase 2
1.142 acres in the
John White Survey, Abstract No. 1341
in the
Town of Flower Mound
Denton County, Texas

Scale: 1" = 20'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SCOG
Date: DECEMBER 04, 2015
Project No. 035-021

SHEET
TS-1
OF
1

PARKSIDE AT WOODLAKE
PHASE 2

TREE SURVEY

FLOWER MOUND, TEXAS

Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8001

App.
Date
Revisions
PER CITY COMMENTS
No. 1 2-18-16

Town Council Future Agenda Items



SCHEDULED	4/18/2016	Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 4, 2016.
		Consent	Consider approval of the Professional Services Agreement with Alliance Geotechnical Group for the materials testing associated with the Long Prairie 12-Inch Water Line Section 2 project in the amount of \$17,481.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Bid No. 2016-47, for the Sheffield Court & Colonial Drive Reconstruction projects, to 3D Paving and Contracting, LLC., in the amount of \$814,590.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of final acceptance of the Regency Park Booster Pump Station project, and authorization for final payment to Rey Mar Construction in the amount of \$46,221.17.
		Consent	Consider approval of a Professional Services Agreement for the design phase services of the Upper Timber Creek Interceptor Phase III project, with Kimley-Horn and Associates, Inc., for \$134,500.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the award of Bid No. 2016-42 to XXXXX, for the Timber Creek Road project, in the amount of \$ XXXXX; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Public Hearing to consider adopting on second reading an ordinance of the Town Council of the Town of Flower Mound, Texas, granting to xxxxxxxxxxxx., the right and privilege to operate and maintain the service of solid waste and recycling collection and hauling over, upon, along, and across the present and future streets, alleys,
		Regular	Discuss and consider any nominations for a candidate to represent the Town of Flower Mound on the Denco Board of Managers.
	5/2/2016	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 18, 2016.
		Consent	Consider approval of the minutes from a special meeting of the Town Council held on April 21, 2016.
		Consent	2015-16 CIP Amendment 4

SCHEDULED	5/2/2016	Consent	Timber Creek Road Improvements Testing Award.
		Consent	Forest Vista Reconstruction Phase I Testing Award.
		Consent	Forest Vista Reconstruction Phase I Construction Award.
		Consent	Shady Point Acres Water Line Replacement Design Award.
		Consent	Raintree 12-Inch Water Line Change Order 1 and Final Acceptance.
		Consent	Individual Park Improvements (Westchester, Glenwick, Northshore) Final Acceptance.
		Consent	2015-16 Playground Replacements - Timber Creek.
	5/16/2016	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 2, 2016.
		Consent	Consider approval of an ordinance canvassing and declaring the results of a general/special 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.
		Consent	FM 2499 @ Lakeside Intersection Improvements Change Order No.1 and Final Acceptance.
		Consent	FM1171 @ Kirkpatrick and FM1171 @ Timber Creek Signal Reconstruction Construction Award.
		Consent	Western Pump Station Final Acceptance.
		Consent	Individual Park Projects (Gerault Game Field) Change Order 1 and Final Acceptance.
	6/6/2016	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 16, 2016.
		Consent	Consider approval of the minutes from a work session of the Town Council held on May 19, 2016.
		Consent	Heritage Park Phase III Design Award.
		Consent	Individual Park Improvements (Glenwick Park Bridge) Construction Award.
		Consent	Consider approval of final acceptance of the Heritage Park of Flower Mound Phase II project, Dog Park section, and authorization for final payment to 2L Construction, LLC., in the amount of \$3,000.00.

SCHEDULED	6/10/2016	Presentation	PLACEHOLDER: Tentative Strategic Planning Session of the Town Council
	6/20/2016	Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Consent	FM 2499 12-Inch Water Line Phase III Construction Award.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Buildings Regulations," Article XV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Energy Conservation Code and local amendments thereto.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article XIV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Residential Code and local amendments thereto.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article IV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Mechanical Code and local amendments thereto.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article III of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Plumbing Code and by adopting the 2015 edition of the International Fuel Gas Code together and local amendments to such codes.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article II of the Code of Ordinances of the Town of Flower Mound, by amending Section 14-31, "International Building Code", and by adopting the 2015 edition of the International Building Code with amendments.
	7/18/2016	Consent	Material Testing Services Selection.
		Consent	Professional Engineering Services Selection.
		Consent	FM 2499 12-Inch Water Line Phase III Testing Award.
	8/4/2016	Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
FUTURE		Consent	2015 Street Reconstruction Testing Award.
		Consent	FM 2499 @ FM 3040 Water Line Replacement Construction Award.
		Consent	Bakersfield Bridge Erosion Construction Award.

FUTURE	Consent	Dog Park - Sod Replacement
	Consent	FM 2499 @ FM 3040 Water Line Replacement 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	2015 Street Reconstruction Construction Award.
	Regular	PLACEHOLDER: Amend Ch. 94 Trees
	Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0003 – Lakeside Business District Parking Amendment) to amend Section 4.0, Urban Design Plan, to modify the provision related to “Town Entrance Landscape: Parking” in the Lakeside Business District to add an exception process, and to request the exception for property located at 1001 Lakeside Parkway, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended by a vote of to at its March 28, 2016, meeting.)