

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

APRIL 18, 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. 'Stork Award' Presentation for Fire Department.

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).

I. COORDINATION OF CALENDARS

1. The next Town Council meeting is a scheduled for April 21st, Meet & Greet Board/Commission Interview Session (Candidates for the boards of P & Z, ECC, and Transportation only) to fill a vacancy in each of those boards.

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 4/4** - Consider approval of the minutes from a regular meeting of the Town Council held on April 4, 2016.
2. **Long Prairie Water Line PSA** - Consider approval of the Professional Services Agreement with Alliance Geotechnical Group, for the materials testing associated with the Long Prairie 12-Inch Water Line project in the amount of \$17,481.00; and authorization for the Mayor to execute same on behalf of the Town.
3. **Upper Timber Creek PSA** - 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.
4. **Street reconstruction bid** - 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.
5. **Timber Creek Rd project bid** - Consider approval of the award of Bid No. 2016-42 to XIT Paving and Construction, Inc., for the Timber Creek Road project, in the amount of \$595,946.00; and authorization for the Mayor to execute same on behalf of the Town.
6. **Regency Park Booster Pump** - 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.

K. REGULAR ITEMS

7. 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 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, bridges, and public properties of the Town of Flower Mound, Texas; providing regulations for the operation of said services, and all matters incident and related thereto.

8. **Lisanti Foodservice of Texas - 380**

Public Hearing

Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Lisanti Foodservice of Texas, Inc., and authorization for the Mayor to execute same on behalf of the Town.

9. **DP15-0011 - Southgate** - Consider a request for a Development Plan (DP15-0011 – Southgate) to develop a residential subdivision. The property is generally located west and east of Gerault Road and north of Long Prairie Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 with 1 abstention at its April 11, 2016, meeting.)*
10. **SP15-0030 - Wells Fargo** - Consider a request for a Site Plan (SP15-0030 – Wells Fargo) to develop a banking facility, with a request for a deviation to the required parking standard pursuant to Section 82-73 of the Code of Ordinances. The property is generally located north of Flower Mound Road and west of Long Prairie Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 11, 2016, meeting.)*

L. BOARDS/COMMISSIONS

11. **Veterans Liaison** - Consider approval of the creation and appointment of the Veterans Liaison position.
12. **Denco Board of Managers** - Consider approval of a nomination of a candidate for appointment to the Denco Area 9-1-1 District Board of Managers.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 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, and/or other municipal purposes and all matters incident and related thereto.

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 14, 2016, at 4:50 p.m., at least 72 hours prior to the scheduled time of said meeting.

Thomas E. Hayden, Mayor

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 18, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on April 4, 2016.

BACKGROUND INFORMATION: The Town Council held a regular meeting on April 4, 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 April 4, 2016.

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 4TH DAY OF APRIL 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 (absent 10:30 – 11:10 p.m.)
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
Gary Sims	Executive Director of Community Services
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Wendell Mitchell	Assistant Chief of Police
James Hoefert	Environmental Review Analyst

A. CALL REGULAR MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:01 p.m.

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

Chaplain Janet Dougherty gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

1. Graduation of Flower Mound Citizens Academy participants

Ms. Scott gave a presentation identifying or noting:

- Background information about the program
- Photographs from the various sessions
- Participants recited a pledge
- Graduates were presented their awards
- Mayor Pro Tem Dixon recited a Proclamation recognizing April 4th as Citizens Academy graduation day

2. Texas Municipal Library Directors Association (TMLDA) "Achievement of Library Excellence" Award

Sue Ridnour and Library supporters presented the achievement of Library Excellence Award.

3. American Public Works Accreditation

Bob Hart, of the American Public Works Association (APWA), presented Ken Parr, Executive Director of Public Works, with the prestigious Full Accreditation Award.

E. **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.	Caroline Eads, 4325 Jamestone	Thank you – Police & Fire
2.	Emily Strittmatter, 4816 Mesquite St	Bias & prejudice
3.	Jody Smith, 3705 Sarah Springs	Charter Review
4.	Bethany Brant, 5707 A Morriss	TEDX Marcus High event on 5/20

F. **ANNOUNCEMENTS**

Councilmember Bryant encouraged residents to sign up for the Town's emergency notifications.

Councilmember Webb expressed sympathy for the passing of former Lewisville Mayor Gene Carey.

Mayor Hayden reported on a postponement for a Roar 4 event.

G. **TOWN MANAGER'S REPORT**

Update and discussion on:

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

Mr. Stathatos gave an update on the following capital improvement projects:

- FM 1171 Section 2 and 3
- East bound turn lane at FM 1171 in front of Kroger's

2. Update and discussion on Economic Development projects.

Mr. Stathatos gave an update on the following economic development projects:

- Gloria's opening
- An announcement is forthcoming for a well-known E-commerce center in Lakeside
- Leadercast

H. FUTURE AGENDA ITEMS

1. Mayor Pro Tem Dixon requested a future agenda item regarding legal representation for the Town on non-tax related items such as collection services for ambulance services, and the court. He recommended that staff start the RFP process and the results can be brought back to Council for a decision. There was a consensus of Council to have the subject come forward as a future agenda item.

I. COORDINATION OF CALENDARS

Mayor Hayden announced that the next Town Council meeting is a scheduled for April 18th.

J. CONSENT ITEMS

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

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

2. 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.

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.

3. 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.

RECOMMENDATION: Move to approve 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. 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.

RECOMMENDATION: Move to approve 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. 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.

RECOMMENDATION: Move to approve 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. 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.

RECOMMENDATION: Move to approve 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.

Mayor Pro Tem Dixon moved to approve by consent Items 1 - 6. 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

Mayor Hayden announced that the Town Council is convening into a closed meeting at 6:50 p.m. on April 4, 2016, pursuant to Texas Government Code Chapter 551.071, for consultation with the Town attorney regarding items 7 and 8 on the agenda, and reconvened into an open meeting at 7:15 p.m. on April 4, 2016.

K. REGULAR ITEMS

Mayor Hayden opened items 7 and 8 at the same time.

7. 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.)*

8. 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.)*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Land use and zoning
- Specific area plan # 5
- Photos of the site
- Applicant's requests
 - o Master plan amendment (MPA)
 - Amendment to the Urban Design standards and the SPA 5 (SPA 5) standards regarding pitched roofs
 - o Specific Use Permit (SUP)
 - Approval of an SUP for a convenience store with gasoline sales within PD-141
- MPA: Map of SPA 5
- PD-141 conceptual elevations and standards
- Correspondence received update
- Approved PD-141 conceptual plan
- Conceptual landscape plan
- SUP: Concerns
 - o PD 141 standards
 - o Unified design - including photos of examples of buildings that meet the unified coordinated standards theme
 - o Franchise architecture – definition and history of the standard
 - Gen 3 Elevation examples from other QuikTrip locations
- Proposed conceptual elevations progression
- Basis of decision outline and the process used for elements of a pitched roof, specific use on site, and concept plan elevations

Mr. Powell or Mr. Meredith responded to questions from Council regarding:

- What was the purpose of showing the photos from other locations where they did something different
- If the project impacts traffic
- Clarification of the history as it relates to the proposed elevations
- Signage and illumination requirements
- Clarification as to if QT is asking for waivers regarding the design, or is it just for a gas station

- Clarification that the MPA is just for this location within the SPA and for the sloped roof

There was Council discussion related to:

- Architectural branding and other elements of interest for the building that addresses the Town's ordinances
- Council's role regarding interpretations as it relates to the master plan, ordinances, and the process associated with the granting of exceptions
- No one denies that QT will be a great corporate partner
- Steps being taken to save the tree on the corner
- History and purpose of the pitched roof requirement
- How the pitched roof will lend the appearance of a larger building and the associated visual impact
- The element of the red stripe and if it is part of the sign, or part of the architectural embellishments of the building
- Conceptual elevations
- Uniformity in development
- The number of people that spoke in favor versus opposition as a result of the public hearing or by email
- How the pros outweigh the cons and there is an overwhelming amount of people in favor versus opposed
- The performance standards of QT as identified in trade magazines and how, if approved, that equates to both quality and revenue for Flower Mound
- Appreciation to the planning department for pointing out the rules and ordinances for Council consideration

Applicant Presentation

J. D. Dudley, Real Estate Project Manager for QuikTrip (QT)

Mr. Dudley gave a presentation identifying or noting:

- Company background and facts
- Existing site conditions
- Tree costs
- Proposed site conditions
- Building elevations
- Canopy elevations
- Southlake gas canopy as an example of what will not be in Flower Mound
- Landscape plan
- QuikTrip kitchens and food offerings

Mr. Dudley responded to the following questions from Council:

- Requested that the applicant point out what is being proposed in Flower Mound is unique and different
- How many stores don't have the illuminated stripe around the canopy
- How many of your stores have pitched roofs
- How is the red band on the building part of the sign

- What has the give and take been on the architecture
- What is the traffic impact
- When was the first time QuikTrip came to Flower Mound for consideration of a proposal
- Differences between the architecture at the Arizona store versus what is proposed in Flower Mound
- When was the Southlake QT put up
- Clarification that the building would be a larger structure if a pitched roof was in place

Mayor Hayden opened the Public Hearing for items 7 and 8 at 8:03 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
Kathy Duke, 4100 Morriss Rd, #327	Marsha Gavit, 6501 Meadowcrest Ln <i>(Item #7)</i>	None
Al Picardi, 1525 Lindby	Janvier Scott, 2829 Bob White Ln <i>(Item #7)</i>	
Warner Watkins, 2800 London Ln	Sandy Fambrough, 4105 Spring Meadow Ln <i>(Item #8)</i>	
Janet Jones, 2113 Columbia Dr <i>(Item #7)</i>	Shyron Shenko, 5001 Rippy Rd <i>(Item #8)</i>	
Rick Cane, 5401 Waketon Rd		
Darren Yocum, 3636 Karla Dr		
Faith Heckman, 4812 Pacer Way		
Kevin Cummings, 2728 Skinner Dr		
Jeri Harwell, 3936 Mohawk		
Carol Kohankie, 4712 Lauren Way		
David Vaught, 2208 Lake Lugano		
Eddie White, 3104 Beaver Creek		
Kerry Rittenberry, 3017 Southmore Trail		
Janvier Scott, 2829 Bob White Ln		
Shyron Shenko, 5001 Rippy Rd <i>(Item #7)</i>		
David Johnson, 3617 San Paula		
Jody Smith, 3705 Sarah Springs		
Paul Stone, 709 Lake Bluff Dr		
Jim Engel, 5110 Bayberry St <i>(Item #8)</i>		

Mayor Hayden closed the Public Hearing for items 7 and 8 at 8:48 p.m.

Item 7:

Mayor Pro Tem Dixon moved 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 to consider adopting an ordinance providing for said amendment. The property is generally located west of Long Prairie Road and south of Waketon Road. Councilmember Bryant seconded the motion.

ORDINANCE NO. 20-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 3.0, SPECIFIC PLANS, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, BY AMENDING SPECIFIC PLAN AREA #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.

VOTE ON MOTION:

Motion passed

AYES: DIXON, BRYANT, WEBB, WISE

NAYS: GELBMAN

Item 8:

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

ORDINANCE NO. 21-16

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.

VOTE ON MOTION:

Motion passed

AYES: WISE, WEBB, BRYANT, DIXON

NAYS: GELBMAN

9. 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."

Staff Presentation

Assistant Chief Mitchell gave a presentation identifying or noting:

- A summary on the statute requirement for the Juvenile Curfew Ordinance and next steps
- A graph of Class C citations issued to juveniles after curfew by year
- What happens after a curfew violation (based on an inquiry by a member of Council at the last hearing)

Assistant Chief Mitchell responded to questions from Council as follows:

- Are there repeat offenders
- Clarification that it is the recommendation of the police department to continue the curfew ordinance
- Clarification regarding the nature of the curfew ordinance and the subsequent expiration date

Mayor Hayden opened the Public Hearing at 9:20 p.m. No one spoke in support or opposition. Mayor Hayden closed the Public Hearing at 9:20 p.m.

Councilmember Webb moved to approve to continue Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew" with no changes to the Code. Councilmember Bryant seconded the motion.

There was Council comments or discussion as follows:

- Whether it is the role of government to punish juveniles
- How long the program has been in place

ORDINANCE NO. 22-16

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.

VOTE ON MOTION:

Motion passed

AYES: DIXON, BRANT, WEBB, WISE

NAYS: GELBMAN

10. 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.

Mayor Hayden indicated more information is required, such as a matrix that defines the scope, services, and cost from each company, to allow for a comparison. Other members of Council expressed interest in having the following information:

- There would be a need for ample time in advance to review the matrix and perhaps walk through it with the appropriate staff member, prior to the meeting, to better understand the various factors

Mr. Stathatos responded to questions from Council as follows:

- What are the time constraints for the existing contract
- How much time is needed in the event there is a new provider

Councilmember Bryant moved to postpone the first reading and adoption of 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. Deputy Mayor Pro Tem Gelbman seconded the motion.

VOTE ON MOTION:

Motion passed.

AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN

NAYS: NONE

Mayor Hayden opened items 11, 12, and 13 at the same time.

11. 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. 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. 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).*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Photos of the subject property
- Concept plan

Mr. Hoefert offered comments as a result of a site visit conducted with the applicant as it relates to the trees.

Applicant Presentation

Reginald Rembert, 3625 Bonanza Lane, Flower Mound

Mr. Rembert gave a presentation identifying or noting:

- Their plan
- Location
- PD comparison chart - adjoining land uses (size, homes, sf vs. proposed project)
- Current land use map
- Master plan amendment considerations
- Zoning considerations
- Open space plan – phase 1
- Parkside at Woodlake – Phase 1 (open space, tree mitigation, trees planted, and park land/fees)
- Lot sizes and lot area specifications
- Lot area comparison chart – Parkside at Woodlake – Phase I & II
- Their plan – six lots (lot layout preserving 2 specimen trees)
- 4-lot layout per Master Plan – will remove 3 specimen trees
- Photo of tree # 6, #24, and #13
- Homes in area review
- Summary of what is being requested

Mr. Rembert responded to questions from Council, or offered comments related to:

- Power lines and sanitary sewer
- Open space calculations on lot options
- Options for consideration to save additional trees
- Other options the property owner has
- How they believe their proposal preserves trees and provides quality open space

Mr. Powell, Mr. Hoefert, or Mr. Meredith responded to questions from Council as follows:

- Administrative approval as it relates to the 4-lot layout plan (and more specifically as it relates to the tree removal)
- If the burial of power lines previously would have made an impact on the trees
- The sewer element associated with the development

Mayor Hayden opened the Public Hearing for items 11, 12 and 13 at 9:45 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	Neither in Support or Opposition or had Question(s)/Comments Only
Gerald Porter, 2608 Juniper Ct	Christopher Cleveland, 2607 Spinks Rd	Jim Engel, 5110 Bayberry St, (Item #11)
	Janvier Scott, 2829 Bob White Ln	

Mayor Hayden closed the Public Hearing for items 11, 12, and 13 at 9:50 p.m.

Mayor Hayden announced that the Town Council is convening into a closed meeting at 10:03 p.m. on April 4, 2016, pursuant to Texas Government Code Chapter 551.071, for consultation with the Town attorney regarding items 11, 12, and 13 on the agenda, and reconvened into an open meeting at 10:12 p.m. on April 4, 2016.

Item 11:

Councilmember Webb moved 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 to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. Councilmember Bryant seconded the motion.

VOTE ON MOTION:

*Motion failed
(MPA items require a supermajority)*

AYES: DIXON, BRYANT, WISE

NAYS: GELBMAN, WEBB

There was Council discussion relative to the need to vote on item 12 given it's inconsistent with the master plan.

Item 12:

Councilmember Webb moved 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 to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. Councilmember Bryant seconded the motion.

VOTE ON MOTION:

Motion failed

AYES: WISE

NAYS: WEBB, BRYANT, DIXON, GELBMAN

Item 13:

Councilmember Bryant moved to deny 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. Deputy Mayor Pro Tem Gelbman seconded the motion.

VOTE ON MOTION:

Motion passed.

AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE

NAYS: NONE

Mayor Hayden summarized that all three items were not approved.

L. BOARDS/COMMISSIONS

There was Council discussion regarding the need for the 'Meet and Greet' interview session scheduled for Thursday, April 21st for the current vacant positions.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 10:23 p.m. on April 4, 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 11:09 p.m. on April 4, 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.

- 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.

Councilmember Bryant moved to authorize staff to purchase approximately one acre of property, known as the Smith Family property – Main Street Veterinary Hospital for the maximum purchase price of \$243,000, plus closing cost, and to authorize the Town Manager or his designee, to pay cost and execute all necessary documents associated with the purchase of the property. Councilmember Webb seconded the motion.

VOTE ON MOTION:

AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN

NAYS: NONE

Motion passed.

- c. Discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Court Judge.

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Pro Tem Dixon adjourned the meeting at 11:10 p.m. on Monday, April 4, 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 18, 2016

FROM: Clay Riggs, PE, CFM, Senior Project Engineer

ITEM: Consider approval of the Professional Services Agreement with Alliance Geotechnical Group, for the materials testing associated with the Long Prairie 12-Inch Water Line project in the amount of \$17,481.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On April 4, 2016, the construction contract for the Long Prairie 12-inch Water Line project, Section 2, in the amount of \$499,511.00, was awarded to Saber Development Corporation. The approval of this Professional Services Agreement provides for materials testing for the project, which includes construction of 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: \$17,481.00

Proposed Expenditure:	Account Number(s):
\$17,481.00	630-960-96030

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

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

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move to approve the Professional Services Agreement with Alliance Geotechnical Group, for the construction materials testing associated with the Long Prairie 12-Inch Water Line project, in the amount of \$17,481.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALLIANCE GEOTECHNICAL GROUP.**

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

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Long Prairie 12-Inch Water Line Section 2 project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Long Prairie 12-Inch Water Line Section 2 Materials Engineering and Testing specifically

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

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Seventeen Thousand Four Hundred Eighty One and No/100 Dollars (\$17,481.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

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

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

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

IV. Revisions of the Scope of Services

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

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

V. Term

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

VI. Contract Termination Provision

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

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Fax: 972-874-6478
Email: purchasing@flower-mound.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:

Clay Riggs, PE, CFM
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

972-874-6302 Telephone
972-874- 6472 Facsimile

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

XIII. **Independent Contractor**

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

XIV. **Default**

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

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

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

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

**XV.
Provisions Surviving Termination**

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

**XVI.
Changes**

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

**XVII.
Conflicts of Interest**

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

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

XVIII.
Confidential Information

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

XIX.
Notice Information

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

Clay Riggs, PE, CFM
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6302 Telephone
972-874-6472 Facsimile

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

Perry Kakara, SET.
Alliance Geotechnical Group
3228 Halifax Street
Dallas, TX 75247
972-444-8889 Telephone
972-444-8893 Facsimile

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

XX.
Applicable Law

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

XX.
Non-Discrimination

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

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

XXI.
Arbitration

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

XXII.
No Waiver of Governmental Immunity

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

XX.
Severability

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

XXI.
Remedies

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

XXII.
Entire Agreement

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

XXIII.
Non-Waiver

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

XXIV.
Headings

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

XXV.

Venue

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

XXVI.

No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

Approved:

Town Attorney

CONSULTANT:
Alliance Geotechnical Group

By: _____
Name: Perry Kakara, SET
Title: CME Department Manager
Date Signed: _____

State of Texas §

County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____ in his capacity as _____ of _____, a _____ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

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

Notary Public, State of Texas

My Commission Expires:



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

March 16, 2016

Mr. Clay Riggs, PE, CFM
Floodplain Manger
Senior Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Phn: (972) 874-6302
Email: clayton.riggs@flower-mound.com

Re: Long Prairie 12" Water Line
Flower Mound, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P16-0316C

Dear Mr. Riggs:

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

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

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP

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

Robert P. Nance
Robert P. Nance
President

Approved by: _____
Signature

Date: _____

SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
LONG PRAIRIE 12" WATER IINE FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P16-0316C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
A. SUB-GRADE TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	1	@	\$165.00	each	\$165.00
• Material Analysis -200	1	@	\$35.00	each	\$35.00
• Atterberg Limits	1	@	\$55.00	each	\$55.00
• Grade Beam In-Place Density Test	0	@	\$35.00	each	\$0.00
• Mass Fill In-Place Density Test	0	@	\$18.00	each	\$0.00
• Sulfate Test (1 per 300 lf) as needed	0	@	\$90.00	each	\$0.00
• Paving/Walks Subgrade In-Place Density Test*	0	@	\$35.00	each	\$0.00
• Lime Series (5 Point PI Method)	0	@	\$250.00	each	\$0.00
• Texas Wet Ball Mill	0	@	\$190.00	each	\$0.00
• Concrete Subgrade Gradation	0	@	\$18.00	each	\$0.00
• THD Triaxial (Tex.-117-E) (as needed)	0	@	\$1,550.00	each	\$0.00
• Lime Subgrade Depth Check	0	@	\$18.00	each	\$0.00
• Sr. Engineering Tech to perform testing	4	@	\$47.50	hour	\$190.00
• Sr. Engineering Tech Overtime to perform testing	0	@	\$71.25	hour	\$0.00
• Project Manager	0	@	\$75.00	hour	\$0.00
• Sr. Geotechnical Engineer Project Review	0	@	\$125.00	hour	\$0.00
• Vehicle Charge	1	@	\$40.00	trip	\$40.00
Sub-Total					\$485.00
B. UTILITY BACKFILL TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	4	@	\$165.00	each	\$660.00
• Atterberg Limits	4	@	\$55.00	each	\$220.00
• Material Analysis -200	4	@	\$35.00	each	\$140.00
• In-Place Density Test* (ASTM D2922)	193	@	\$35.00	each	\$6,755.00
• Concrete Test Cylinders (4 cylinders per set) MH/Inlet	0	@	\$18.00	each	\$0.00
• Sr. Engineering Tech to perform testing	74	@	\$47.50	hour	\$3,515.00
• Project Manager	12	@	\$75.00	hour	\$900.00
• Vehicle Charge	16	@	\$40.00	trip	\$640.00
Sub-Total					\$12,830.00

SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
LONG PRAIRIE 12" WATER IINE FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P16-0316C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
C. CONCRETE & REINFORCING TESTING & INSPECTION					
• Sr. Geotechnical Engineer Pier Review	0	@	\$125.00	hour	\$0.00
• Concrete / Grout Inspection & Testing (regular time)	48	@	\$47.50	hour	\$2,280.00
• Concrete Inspection & Testing (over time)	0	@	\$71.25	hour	\$0.00
• Concrete Cylinder Test (as neded)	30	@	\$18.00	each	\$540.00
• Grout Testing	32	@	\$18.00	each	\$576.00
• Mortar		@	\$18.00	each	\$0.00
• Project Manager	6	@	\$75.00	hour	\$450.00
• Vehicle Charge	8	@	\$40.00	trip	\$320.00
Sub-Total					\$4,166.00
D. ASPHALT TESTING & INSPECTION					
• Gradation/A. C. Content	0	@	\$175.00	each	\$0.00
• Density Air Voids	0	@	\$35.00	each	\$0.00
• Sulfate Soundness	0	@	\$285.00	each	\$0.00
• Hveem Stability	0	@	\$105.00	each	\$0.00
• Asphalt Cores	0	@	\$50.00	set	\$0.00
• Lab Molded Densities	0	@	\$45.00	set	\$0.00
• Rice Gravities	0	@	\$45.00	each	\$0.00
• TxDOT Level 1B Asphalt Technician	0	@	\$50.00	hour	\$0.00
• TxDOT Level 1A Asphalt Technician	0	@	\$55.00	hour	\$0.00
• Vehicle Charge	0	@	\$35.00	trip	\$0.00
Sub-Total					\$0.00
ESTIMATED TOTAL					\$17,481.00

NOTES:

- It is understood that the contractor will be invoiced at overtime rates of 1.5 times the regular hourly rate for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
- All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup may apply.
- Any additional tests will be billed on a hourly rate and charged at the applicable rate, portal-to-portal.
- Additional test not specified in this proposal will be quoted upon request.
- This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.
- The above unit rates are based on the project plans provided to AGG by the Town of Flower Mound Building Pad testing and inspection to be done by others.
P16-0316C



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: April 18, 2016

FROM: Brian Waltenburg, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement for the design phase services for 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.

BACKGROUND INFORMATION: The Upper Timber Creek Interceptor Phase III project includes replacement and realignment of approximately 3,000 linear feet of 27-inch wastewater main from FM 1171 to approximately Hidden Forest Drive. This project is necessary to meet capacity demands of the Town as is included in the Town's Wastewater Master Plan. The scope of the Professional Services Agreement includes an alignment evaluation, topographic survey, geotechnical investigation, preparation of design plans, technical specifications, cost estimates, and bidding phase services.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$134,500.00

Proposed Expenditure:	Account Number(s):
\$134,500.00	600-900-98731

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

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 for design phase services for the Upper Timber Creek Interceptor Phase III project, with Kimley-Horn and Associates, for \$134,500.00; and authorization for 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, Texas 75251.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Upper Timber Creek Interceptor Phase III project; and

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

TERMS OF AGREEMENT

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

**I.
Employment of Consultant**

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Thirty-Four Thousand Five Hundred and No/100 Dollars (\$134,500.00). 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 lump sum basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

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

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

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

IV. Revisions of the Scope of Services

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

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

V. Term

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

VI. Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing

CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Fax: 972-874-6478
Email: purchasing@flower-mound.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:

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone
972-874- 6472 Facsimile

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:

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6234 Telephone
972-874-6472 Facsimile

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.
Project Manager
Kimley-Horn and Associates, Inc.
12750 Merit Drive
Suite 1000
Dallas, Texas 75251
972-770-1314 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.

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 and 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: Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)

PROJECT UNDERSTANDING

This project includes replacing an existing 24-inch gravity wastewater line to provide additional capacity for the Town's wastewater system. The limits of this project begin on the north side of FM 1171 within Parker Square Park and proceed approximately 2,300 feet south. The existing line is located on the west side of Timber Creek. The proposed wastewater line is anticipated to be 27-inch in diameter and it is assumed that the majority of the line will be installed on the east side of Timber Creek.

More specifically, the project is anticipated to include the following:

- Approximately 3,000 LF of 27-inch wastewater interceptor
- Approximately 600 LF of 8-inch wastewater collector
- Nationwide 12 Permit for construction activities near the creek
- Approximately five (5) aerial crossings
- Bore/Tunnel under FM 1171

SCOPE OF PROFESSIONAL SERVICES

TASK 1: ROUTE EVALUATION

A. Description

1. This task includes the services associated with confirming existing and projected flows for the wastewater line, confirming proposed wastewater size, and evaluating route alternatives for the proposed line.

B. Data Collection

1. Kimley-Horn and Associates, Inc. (Kimley-Horn), with the assistance of the Town of Flower Mound (Town), will collect existing data including utilities, planned developments, historical flow data, etc.

C. Hydraulic Analysis

1. Kimley-Horn will evaluate the wastewater basin and review flow meter data provided by the Town and compare it with the existing Wastewater Master Plan Model. Kimley-Horn will use this information to make a recommendation to the Town regarding the proposed capacity required.

D. Routing Evaluation

1. The Town has previously indicated that they would like to relocate the existing wastewater line to the east side of Timber Creek. Kimley-Horn will evaluate locations in which to transition the proposed interceptor from the west to the east side of the creek. Kimley-Horn will prepare up to (2) alignment alternatives.
2. Kimley-Horn will evaluate how to collect the existing 8-inch collection lines on the west side of the creek and connect them to the proposed wastewater interceptor on the east side of the creek. This evaluation will take into account the quantity and location of potential aerial crossings. Kimley-Horn will prepare up to (2) alternatives.
3. Walk alignment alternatives with the Town.
4. Prepare preliminary opinion of probable construction cost (OPCC) for each alternative.

E. Meetings

1. Meet with the Town once to review potential routes for all proposed lines. Meeting to take place during monthly progress meeting.

TASK 2: SURVEY

A. Perform field survey to identify and locate existing topographic elements within the alignment corridor including, but not limited to, the following:

1. Property pins
2. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
3. Lane striping
4. Driveways
5. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
6. Culverts and bridges
7. Guardrail
8. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
9. Traffic signal poles, cabinets, and other signal equipment
10. Signs (excluding temporary signs)
11. Buildings
12. Retaining walls
13. Fence limits and material types
14. Trees greater than 8-inch
15. Other applicable physical features that could impact design

B. Review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information. Document and incorporate minor changes into the base map.

Minor changes are anticipated not to require additional survey ties. If field work by a survey crew is required it shall be considered additional services.

C. Prepare right of entry letters

TASK 3: EASEMENTS

A. Prepare permanent and temporary easement instruments (narrative and graphic exhibits as required for proposed water improvements). Up to two (2) instruments are anticipated. One (1) instrument shall consist of a permanent and temporary easement.

1. Easement preparation will begin after the alignment through each property has been approved by the Town. Easement preparation is anticipated to take 21 days.

B. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor, shall conform to standard format provided by the Owner and shall contain the following at a minimum:

1. Parcel number
2. Area required
3. Area remaining
4. Legal description
5. Current owner
6. Any existing platted easements
7. All physical features

C. Deliverables

1. Three (3) paper copies of field notes and exhibits, and an electronic version of the exhibits (i.e. PDF) for permanent and temporary construction easements

TASK 4: DESIGN

A. Design

1. Conduct kick-off meeting with the Town during monthly progress meetings
2. Prepare plan and profile sheets as necessary based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1"=40' horizontal. The following sheets are anticipated
 - a. Cover
 - b. General Notes
 - c. Sheet Index
 - d. Interceptor Plan and Profile (3 sheets assumed)
 - e. Collector Plan and Profile (1 sheet assumed)
 - f. Construction Details
 - g. Aerial Crossing Details

h. Bypass Pumping Plan

3. Prepare specifications which include technical specifications for materials and installation of the proposed facilities. The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
4. Design aerial crossings including evaluating pipe materials (carrier and casing), structural design, and details. Approximately five (5) aerial crossings are anticipated.
5. Prepare a bypass pumping plan, as required.
6. Prepare exhibits showing anticipated tree removal
7. Prepare tunneling/boring details and specifications beneath FM 1171.
8. Submit to the Town 50% plan view only plans and OPCC for review and comments.
9. Conduct meeting with Town to review 50% plans during monthly progress meetings. Make revisions based on the Town's review of the 50% plans.
10. Submit to the Town 95% complete Contract Documents (plans and specifications) and OPCC for review and comments.
11. Conduct meeting with Town to review 95% plans during monthly progress meetings. Make revisions based on the Town's review of the 95% submittal.
12. Submit to the Town 100% complete Contract Documents (plans and specifications) and OPCC
13. Submit final plans to appropriate regulatory agencies (TxDOT and TCEQ) for review and comments.

B. Design Deliverables

1. Three (3) copies of the 50% Construction Plans
2. Three (3) copies of the 95% Contract Documents (Plans and Specifications)
3. Three (3) copies of the 100% Contract Documents (Plans and Specifications)
4. Three (3) copies of the Opinion of Probable Construction Cost for 50%, 95%, and 100% submittals.

C. Services provided by the Town

1. Review and comment on 50% plan view only plans and OPCC.
2. Review and comment on 95% Contract Documents (plans and specifications) and OPCC.

TASK 5: ENVIRONMENTAL

A. Description

1. This task involves preparing a Nationwide Permit (NWP) 12 for submittal to the USACOE for construction activities near the creek. The scope provided assumes that this project will not trigger preconstruction notification and that

a NWP 12 with no notification will be sufficient. If preconstruction notification is required then additional services will be required.

B. Nationwide 12 Permit

1. Kimley-Horn will submit to the Town a descriptive memo regarding the use of NWP 12 Utility Line Activities under a no notification scenario. This Scope is based on the understanding that proposed impacts to waters of the US are temporary and that preconstruction contours will be restored below the Ordinary High Water Mark.
2. Kimley-Horn will prepare a memo discussing Corps Section 404 Permitting under a 'no notification' scenario that will include a description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification. This memo can be used to document the thought process for using this permitting scenario and to provide the selected contractor with information relating to permit compliance. Though no coordination with the Corps is proposed, the activity will be authorized under a Federal permit. All terms and conditions of the permit must be met.
3. The memo will include, at a minimum, the following information:
 - a. Brief project description, including site sketches, as it relates to proposed impacts to waters of the US;
 - b. Site visit photographs to document existing/preconstruction conditions;
 - c. A copy of the NWP 12 permit language with General Conditions;
 - d. State Water Quality Certifications and Conditions;
 - e. NWP Regional Conditions for Texas;
 - f. Cultural Resources information from readily available databases;
 - g. Threatened and Endangered Species information from readily available databases.
4. One site visit by a qualified professional wetland scientist is included in this task to gather information useful for the memo

TASK 6: GEOTECHNICAL

A. Description

1. Included in this task is performing up to five (5) bores near the crossing locations. The bores will be used to determine the general soil stratum as well as provide data for aerial crossing piers. The borings will be to a depth of approximately thirty (30) feet.

B. Deliverables

1. Two (2) copies of the Geotechnical Report

TASK 7: BIDDING PHASE SERVICES

- A. Print and issue 5 sets of bidding documents and provide CD with PDFs. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover the cost of printing those documents.
- B. Review Contractor questions and issue addenda as required.
- C. Deliverables
 - 1. Addenda as required
 - 2. Print and deliver to the Town up to 5 sets of bid documents
 - 3. CD with PDFs of bid documents

TASK 8: RECORD DRAWINGS

- A. 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
 - 1. One (1) compact disc containing Record Drawing in digital format (PDF, TIFF, CAD)
- C. Services Provided by the Town
 - 1. 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:

- Assisting 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 the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- 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.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the Town Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any easement acquisition services.
- Attending additional public meetings during the project.
- Providing professional services associated with the construction phase of the project.
- Attending a Pre Bid Meeting
- Preparing a Bid Tabulation or Recommendation Letter
- Reviewing Contractor's References
- Any services not listed in the Scope of Services.

ATTACHMENT B**COMPENSATION**

The Consultant will provide the Scope of Services for a lump sum fee.

TASK 1 – Route Evaluation	\$12,500
TASK 2 - Survey	\$21,000
TASK 3 – Easements (If Necessary, \$1,650/EA)	\$3,300
TASK 4 – Design	\$76,300
TASK 5 – Environmental	\$6,300
TASK 6 – Geotechnical	\$6,600
TASK 7 – Bidding Phase Services	\$3,600
TASK 8 – Record Drawings	\$4,900
<u>TOTAL</u>	<u>\$134,500</u>

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



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: April 18, 2016

FROM: Doug Stevens, Assistant Director of Public Works

ITEM: 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.

BACKGROUND INFORMATION: On June 8, 2012, the Town Council approved a contract with Teague Nall and Perkins, Inc., to provide professional services associated with the design of the 2013 Street Reconstruction project, in the amount of \$205,500.00. The project scope included the proposed reconstruction of the four (4) streets: Wood Creek Drive, from River Oaks Drive to the alley between Oak Grove Court and Edgefield Trail; Colony Street, from Superior Drive to Coker Drive; Sheffield Court, from Amhearst Lane to the end of the cul-de-sac; and Colonial Drive, from Colony Street to Homestead Street. The project included the replacement of the sanitary sewer line on Wood Creek Drive and repairs to the sanitary sewer line on Colonial Drive.

On April 15, 2013, the Town Council approved a contract with P&E Contractors, Inc. for the construction of the 2013 Street Reconstruction project, in the amount of \$970,477.00. The construction award included the reconstruction of Wood Creek Drive, Sheffield Court and Colonial Drive. For funding purposes, the reconstruction of Colony Street was not awarded.

On November 3, 2014, the Town Council approved Change Order Number 6 & Final for the 2013 Street Reconstruction Projects (Wood Creek Drive, Sheffield Court, and Colony Street) project, amending the contract with P&E Contractors, Inc., for a final revised contract amount of \$553,953.30, and effectively removed the reconstruction of Colony Street and Sheffield Court Drive from the contract. P&E Contractors, Inc., LLC agreed to an amenable termination of the contract and staff recommended the rebid of Colony Street, Sheffield Court and Colonial Drive.

On September 10, 2014, the Town Manager approved Design Amendment No. 2 with Teague Nall and Perkins, Inc., in the amount of \$5,050.00, for the purpose of repacking projects to rebid Colony Street, Sheffield Court and add Colonial Drive.

On January 15th, 2015, the Town Council awarded Bid No. 2014-68 for the construction of the 2013 Street Reconstruction Projects (Colony Street, Sheffield Court, and Colonial Drive) project to FNH Construction, LLC, in the amount of \$984,043.50. The notice to proceed was issued on February 16, 2015.

On December 7, 2015, Town Council approved Change Order, No. 4 & Final amending the contract with FNH Construction, LLC for a final revised contract amount of \$360,605.30, and effectively removed the reconstruction of Sheffield Court and Colonial Drive from the contract. FNH Construction, LLC, agreed to an amenable termination of the contract and staff recommended the rebid of Sheffield Court and Colonial Drive.

On December 31, 2015, Design Amendment No. 4 was approved in the amount of \$5,100.00 for the purpose of repackaging Sheffield Court and Colonial Drive for rebidding.

On March 23, 2016, bid responses to Bid No. 2016-47 were opened, and of the four responding bidders, 3D Paving and Contracting, LLC., submitted the lowest bid.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$814,590.00

Proposed Expenditure:	Account Number(s):
\$227,920.00	316-560-99220 Schefffield Ct. Street
566,670.00	316-560-78100 Colonial Dr. Street
20,000.00	630-970-78100 Colonial Dr. Sewer

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

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
3. Detailed Background History

RECOMMENDATION: Move to approve 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 authorize the Mayor to execute same on behalf of the Town.



**Town of Flower
Mound
Bid Tabulation**

Bid No: 2016-47 - Sheffield Court and Colonial Drive

Reconstruction

Bid Opening: March 23, 2016 at 11:00am

Company	Sheffield Court	Colonial Drive	Total Bid
3D Paving and Contracting, LLC	\$ 227,920.00	\$ 586,670.00	\$ 814,590.00
2L Construction	\$ 255,720.00	\$ 714,715.00	\$ 970,435.00
Pavecon Public Works	\$ 488,708.00	\$ 1,075,211.04	\$ 1,563,919.04
Ed Bell Construction	\$ 447,100.00	\$ 1,122,340.00	\$ 1,569,440.00

****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

3/23/2016

Purchasing Manager

Town of Flower Mound, Texas

TOWN OF FLOWER MOUND
SHEFFIELD COURT AND COLONIAL DRIVE RECONSTRUCTION

BID # 2016-47

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 20____, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and 3D Paving and Contracting, a Limited Liability 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:

**"SHEFFIELD COURT AND COLONIAL DRIVE RECONSTRUCTION
BID # 2016-47"**

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 **Eight**

Hundred Fourteen Thousand, Five Hundred and Ninety Dollars and No Cents (\$814,590.00) 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:

120 CALENDAR DAYS FROM SHEFFIELD COURT NOTICE TO PROCEED

150 CALENDAR DAYS FROM COLONIAL DRIVE NOTICE TO PROCEED

and final completion of:

150 CALENDAR DAYS FROM SHEFFIELD COURT NOTICE TO PROCEED

180 CALENDAR DAYS FROM COLONIAL DRIVE NOTICE TO PROCEED

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

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

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

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the 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 ten (10) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

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

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

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

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

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

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

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind

so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

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

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

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

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

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

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

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

This Agreement will be effective on the ____ day of _____, 20__.

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

Attachment 3 - Detailed Background History

Teague, Nall & Perkins, Inc. – Design Award (Wood Creek, Colony, Sheffield & Colonial)

On June 8, 2012, Town Council approved a contract with Teague Nall and Perkins, Inc., to provide professional services associated with the design of the 2013 Street Reconstruction project, in the amount of \$205,500.00. The project scope includes the reconstruction of existing pavement and sidewalk on Wood Creek Drive, from River Oaks Drive to the alley between Oak Grove Court and Edgefield Trail; Colony Street, from Superior Drive to Coker Drive; Sheffield Court, from Amhearst Lane to the end of the cul-de-sac; and Colonial Drive, from Colony Street to Homestead Street. The project also included the replacement of the sanitary sewer line on Wood Creek Drive and repairs to the sanitary sewer line on Colonial Drive.

On September 3, 2013, Design Amendment No. 1 was approved in the amount of \$8,000.00 for the purpose of revising pavement widths.

P&E Contractors, Inc. – Construction Award (Wood Creek, Colony & Sheffield)

On April 15th, 2013, Town Council awarded Bid No. 2013-47-B for the construction of the 2013 Street Reconstruction Projects (Wood Creek Drive, Sheffield Court, and Colony Street) project to P&E Contractors, Inc., in the amount of \$970,477.00.

On November 11, 2013, Change Order No. 1 was approved and increased the project cost by \$1,774.00 for additional work on the sanitary sewer due to aging infrastructure during construction.

On January 30, 2014, Change Order No. 2 was approved and provided for additional days to the contract for Wood Creek Drive due to inclement weather and existing soil conditions. This change order also provided for additional material for an increase to the contract amount of \$1,250.00 for the trench to keep it in a drivable state.

On April 11, 2014, Change Order No. 3 was approved and increased the Wood Creek project cost by \$1,000.00 to add an additional Barrier Free Access (ADA) ramp to River Oaks to comply with the Federal ADA requirements.

On July 1, 2014, Change Order No. 4 was approved and increased the Wood Creek project cost by \$1,465.41 to provide for an additional yard drain to improve site drainage and to change the type of sod bid to match the type of sod on-site.

September 9, 2014, Change Order No. 5 was approved and decreased the Wood Creek project cost by \$411,952.00 to close out the Sheffield and Colony portions of the contract, as requested by the contractor, and allow the projects to be re-advertised.

On November 3, 2014, Town Council approved Change Order Number 6 & Final for the 2013 Street Reconstruction Projects (Wood Creek Drive, Sheffield Court, and Colony Street) project, amending the contract with P&E Contractors, Inc., for a decrease in the amount of \$10,061.02; acceptance of the project; authorization of final payment to the contractor, in the amount of \$32,182.17. This change order effectively removed the

reconstruction of Colony Street and Sheffield Court Drive from the contract. P&E Contractors, Inc., LLC agreed to an amenable termination of the contract.

Teague, Nall & Perkins, Inc. – Repacking Amendment (Colony, Sheffield & Colonial)

On September 10, 2014, Design Amendment No. 2 was approved in the amount of \$5,050.00 for the purpose of repacking projects to rebid Colony Street, Sheffield Court and Colonial Drive.

On February 10, 2015, Design Amendment No. 3 was approved in the amount of \$1,750.00 for the purpose of making adjustments necessary to avoid irrigation meters

FNH Construction, LLC – Construction Award I (Colony, Sheffield & Colonial)

On January 15th, 2015, Town Council awarded Bid No. 2014-68 for the construction of the 2013 Street Reconstruction Projects (Colony Street, Sheffield Court, and Colonial Drive) project to FNH Construction, LLC, in the amount of \$984,043.50.

On April 29, 2015, Change Order No. 1 was approved and increased the project cost by \$8,350.00 for the addition of root barriers to stop ingress of roots into the subgrade.

On July 6, 2015, Change Order No. 2 was approved and increased the project by \$5,450.00 to provide for contract quantity adjustments to account for varied site conditions encountered during construction.

On July 20, 2015, Change Order No. 3 was approved and increased the project by \$39,000.00 to provide for contract quantity adjustments and additions to account for the removal and replacement of additional subgrade material and allow adequate drying made necessary by record rainfall in May.

On December 7, 2015, Town Council approved Change Order, No. 4 & Final for a decrease in the final contract amount by \$676,238.20, which effectively removed the reconstruction of Sheffield Court and Colonial Drive from the contract. FNH Construction, LLC agreed to an amenable termination of the contract and staff is recommended the rebid of Sheffield Court and Colonial Drive.

Teague, Nall & Perkins, Inc. – Repacking Amendment (Sheffield & Colonial)

On December 31, 2015, Design Amendment No. 4 was approved in the amount of \$5,100.00 for the purpose of repackaging Sheffield Court and Colonial Drive for rebidding.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: April 18, 2016

FROM: Brian Waltenburg, P.E., Senior Project Engineer

ITEM: Consider approval of the award of Bid No. 2016-42 to XIT Paving and Construction, Inc., for the Timber Creek Road project, in the amount of \$595,946.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On March 29, 2016, bids were received and opened for the Timber Creek Road (Kirkpatrick to Glen Hollow) project. XIT Paving and Construction, Inc., submitted the lowest qualified bid of the four responding bidders, at a base bid of \$595,946.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$595,946.00

Proposed Expenditure:	Account Number(s):
\$595,946.00	550-117-78029

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

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 these documents.

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

RECOMMENDATION: Move to award Bid No. 2016-42 to XIT Paving and Construction, Inc., for the Timber Creek Road project, in the amount of \$595,946.00; and authorize the Mayor to execute same on behalf of the Town.



Town of Flower Mound Bid Tabulation

Bid No: 2016-42 - Timber Creek Road Paving Improvements
(Kirkpatrick Lane to Glen Hollow)

Bid Opening: March 29, 2016 at 2:00pm

Company	Total Bid
XIT Paving and Construction, Incorporated	\$ 595,946.00
Ed Bell Construction Company	\$ 606,000.00
Omega Constracting, Incorporated	\$ 770,259.00
3D Paving and Contracting, LLC	\$ 784,845.00

******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	3/29/2016
	Purchasing Manager	
	Town of Flower Mound, Texas	

TOWN OF FLOWER MOUND
TIMBER CREEK ROAD PAVING IMPROVEMENTS
(KIRKPATRICK LANE TO GLEN HOLLOW)

Bid # 2016-42

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 20____, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and XIT Paving and Construction, Inc., Incorporated, 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:

TIMBER CREEK ROAD PAVING IMPROVEMENTS
(KIRKPATRICK LANE TO GLEN HOLLOW),
Bid # 2016-42

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 **Five Hundred Ninty-Five Thousand, Nine Hundred Forty-Six Dollars and No cents (\$595,946.00)** 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 eighty (80) calendar days, and final completion of one-hundred and ten(110) 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 Forty Dollars (\$240.00)** per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of **Two Hundred Forty Dollars (\$240.00)** per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and

materials to effect repairs and these expenses shall be paid by the Contractor, the 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. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

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

signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

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

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

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

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

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

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

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

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

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

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

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

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

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

This Agreement will be effective on the ____ day of _____, 20__.

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. 06

CONSENT ITEM

DATE: April 18, 2016

FROM: David Bauer, Construction Manager

ITEM: 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.

BACKGROUND INFORMATION:

The Regency Park Booster Pump Station project is complete. This item provides for the final project acceptance and final payment in the amount of \$10,344.00 for work completed and \$35,877.17 of retainage, for a total contract amount of \$727,887.08.

FISCAL IMPACT: \$46,221.17

Proposed Expenditure:	Account Number(s):
\$46,221.17	630-960-98511

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Final Contract Estimate for Payment
2. Consent of Surety
3. Affidavit of Bills Paid

RECOMMENDATION: Move to approve final acceptance of the Regency Park Booster Pump Station project, and authorize final payment to Rey Mar Construction in the amount of \$46,221.17.

CONTRACT ESTIMATE FOR PAYMENT

Project: Regency Park Booster Pump Estimate No.: 10 anf Final

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
1-1	Insurance	LS	1.00	\$ 6,397.64	\$ 6,397.64	0.50	0.50	1.00	\$ 3,198.82	\$ 3,198.82	\$ 6,397.64	100.00%
1-2	Bonding	LS	1.00	\$ 11,712.00	\$ 11,712.00	1.00	0.00	1.00	11,712.00	-	11,712.00	100.00%
1-3	Mobilization / Demobilization	EA	2.00	\$ 5,945.18	\$ 11,890.36	1.00	1.00	2.00	5,945.18	5,945.18	11,890.36	100.00%
2-1	Submittals	LS	1.00	\$ 16,000.00	\$ 16,000.00	1.00	0.00	1.00	16,000.00	-	16,000.00	100.00%
2-2	Site Prep / Clear	LS	1.00	\$ 7,200.00	\$ 7,200.00	1.00	0.00	1.00	7,200.00	-	7,200.00	100.00%
2-3	Excavation of Foundation	LS	1.00	\$ 11,675.00	\$ 11,675.00	1.00	0.00	1.00	11,675.00	-	11,675.00	100.00%
2-4	Backfill & Compact	LS	1.00	\$ 9,050.00	\$ 9,050.00	1.00	0.00	1.00	9,050.00	-	9,050.00	100.00%
2-5	Rebar & Forms	LS	1.00	\$ 9,355.00	\$ 9,355.00	1.00	0.00	1.00	9,355.00	-	9,355.00	100.00%
2-6	Concrete Foundation Bldg.	LS	1.00	\$ 28,410.00	\$ 28,410.00	1.00	0.00	1.00	28,410.00	-	28,410.00	100.00%
2-7	Concrete Foundation HT	LS	1.00	\$ 8,520.00	\$ 8,520.00	1.00	0.00	1.00	8,520.00	-	8,520.00	100.00%
2-8	Sidewalk	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	0.00	1.00	2,000.00	-	2,000.00	100.00%
2-9	1,500 Gallon Hydro Tank	EA	1.00	\$ 16,000.00	\$ 16,000.00	1.00	0.00	1.00	16,000.00	-	16,000.00	100.00%
2-10	Air Compressor Assembly	EA	2.00	\$ 6,000.00	\$ 12,000.00	2.00	0.00	2.00	12,000.00	-	12,000.00	100.00%
2-11	Prefab Bldg Submittals	LS	1.00	\$ 27,900.00	\$ 27,900.00	1.00	0.00	1.00	27,900.00	-	27,900.00	100.00%
2-12	Shipment / Completion Bldg	LS	1.00	\$ 244,800.00	\$ 244,800.00	1.00	0.00	1.00	244,800.00	-	244,800.00	100.00%
2-13	Building Onsite	LS	1.00	\$ 16,000.00	\$ 16,000.00	1.00	0.00	1.00	16,000.00	-	16,000.00	100.00%
2-14	Start-Up of Bldg / BPS	EA	1.00	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	2,500.00	-	2,500.00	100.00%
2-15	Electrical Submittals	LS	1.00	\$ 14,700.00	\$ 14,700.00	1.00	0.00	1.00	14,700.00	-	14,700.00	100.00%
2-16	Underground Electrical	LS	1.00	\$ 20,600.00	\$ 20,600.00	1.00	0.00	1.00	20,600.00	-	20,600.00	100.00%
2-17	Exposed Conduit & Fittings	LS	1.00	\$ 15,750.00	\$ 15,750.00	1.00	0.00	1.00	15,750.00	-	15,750.00	100.00%
2-18	Power Distribution	LS	1.00	\$ 3,150.00	\$ 3,150.00	1.00	0.00	1.00	3,150.00	-	3,150.00	100.00%
2-19	Wire & Cable	LS	1.00	\$ 8,400.00	\$ 8,400.00	1.00	0.00	1.00	8,400.00	-	8,400.00	100.00%
2-20	Lightning Protection	LS	1.00	\$ 6,300.00	\$ 6,300.00	1.00	0.00	1.00	6,300.00	-	6,300.00	100.00%
2-21	Grounding	LS	1.00	\$ 5,250.00	\$ 5,250.00	1.00	0.00	1.00	5,250.00	-	5,250.00	100.00%
2-22	SCADA Initial Invoice	LS	1.00	\$ 5,544.00	\$ 5,544.00	1.00	0.00	1.00	5,544.00	-	5,544.00	100.00%
2-23	Submittal Completion	LS	1.00	\$ 11,088.00	\$ 11,088.00	1.00	0.00	1.00	11,088.00	-	11,088.00	100.00%
2-24	Equipment Delivery	LS	1.00	\$ 22,176.00	\$ 22,176.00	1.00	0.00	1.00	22,176.00	-	22,176.00	100.00%
2-25	RTU & OIT Installation	LS	1.00	\$ 11,088.00	\$ 11,088.00	1.00	0.00	1.00	11,088.00	-	11,088.00	100.00%
2-26	HMI Modifications	LS	1.00	\$ 2,772.00	\$ 2,772.00	1.00	0.00	1.00	2,772.00	-	2,772.00	100.00%
2-27	Training	LS	1.00	\$ 2,772.00	\$ 2,772.00	1.00	0.00	1.00	2,772.00	-	2,772.00	100.00%
3-1	4" DIP Yard Piping LF 20	LF	20.00	\$ 230.00	\$ 4,600.00	20.00	0.00	20.00	4,600.00	-	4,600.00	100.00%
4-1	8" DIP Yard Piping LF 440	LF	440.00	\$ 58.00	\$ 25,520.00	440.00	0.00	440.00	25,520.00	-	25,520.00	100.00%
5-1	12" Swing Check Valve	EA	1.00	\$ 10,200.00	\$ 10,200.00	1.00	0.00	1.00	10,200.00	-	10,200.00	100.00%
5-2	Tie-In Check Valve	EA	1.00	\$ 3,000.00	\$ 3,000.00	1.00	0.00	1.00	3,000.00	-	3,000.00	100.00%
5-3	Excavation of 7' Dia MH	LS	1.00	\$ 4,300.00	\$ 4,300.00	1.00	0.00	1.00	4,300.00	-	4,300.00	100.00%
5-4	Install of 7' Dia MH	EA	1.00	\$ 6,250.00	\$ 6,250.00	1.00	0.00	1.00	6,250.00	-	6,250.00	100.00%
6-1	Saw Cut Pavement	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	2,500.00	-	2,500.00	100.00%
6-2	Remove Concrete	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	2,500.00	-	2,500.00	100.00%
6-3	Grade & Compact	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	2,500.00	-	2,500.00	100.00%
6-4	Rebar & Form	LS	1.00	\$ 2,100.00	\$ 2,100.00	1.00	0.00	1.00	2,100.00	-	2,100.00	100.00%
6-5	Place Concrete	LS	1.00	\$ 5,500.00	\$ 5,500.00	1.00	0.00	1.00	5,500.00	-	5,500.00	100.00%
7-1	Excavate & Expose	EA	1.00	\$ 7,000.00	\$ 7,000.00	1.00	0.00	1.00	7,000.00	-	7,000.00	100.00%
7-2	Hanson Tie-In / Tap	EA	1.00	\$ 7,300.00	\$ 7,300.00	1.00	0.00	1.00	7,300.00	-	7,300.00	100.00%
7-3	Backfill & Compact	LS	1.00	\$ 6,000.00	\$ 6,000.00	1.00	0.00	1.00	6,000.00	-	6,000.00	100.00%
8-1	Connection to WTR Line	EA	2.00	\$ 1,200.00	\$ 2,400.00	1.00	1.00	2.00	1,200.00	1,200.00	2,400.00	100.00%
9-1	Trench Safety 460 LF	LF	460.00	\$ 4.00	\$ 1,840.00	460.00	0.00	460.00	1,840.00	-	1,840.00	100.00%
10-1	Fire Hydrant Assembly	EA	1.00	\$ 7,300.00	\$ 7,300.00	1.00	0.00	1.00	7,300.00	-	7,300.00	100.00%
CO1-A	Concrete Structure	LS	1.00	\$ 50,576.95	\$ 50,576.95	1.00	0.00	1.00	50,576.95	-	50,576.95	100.00%
CO2-A	Concrete Encasement of Utilities	LS	1.00	\$ 1,814.79	\$ 1,814.79	1.00	0.00	1.00	1,814.79	-	1,814.79	100.00%
CO2-B	Valve Vault Relocation Configuration	LS	1.00	\$ 3,685.34	\$ 3,685.34	1.00	0.00	1.00	3,685.34	-	3,685.34	100.00%
TOTAL					727,887.08				717,543.08	10,344.00	727,887.08	100.00%

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT: Regency Park Booster Pump Station
(name, address) Town of Flower Mound, TX

TO (Owner)

TOWN OF FLOWER MOUND

2121 CROSS TIMBERS

FLOWER MOUND, TX 75028

Project No. *to move*

CONTRACT FOR: Install new booster pump station, building, mechanical piping, electrical, SCADA and misc. concrete.

CONTRACT DATE: March 16, 2015

CONTRACTOR: Rey-Mar Construction

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

SURETEC INSURANCE COMPANY
1330 POST OAK BLVD., SUITE 1100, HOUSTON, TEXAS 77056

, SURETY COMPANY,

on bond of (here insert name of Contractor)

REY-MAR CONSTRUCTION
3416 REED STREET, FORT WORTH, TX 76119

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

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

, OWNER,

as set forth in the said Surety Company's bond, Bond No. 4399617

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 24th day of March, 2016.

Attest: *[Signature]*
(Seal) Linda Stalder, Witness

SURETEC INSURANCE COMPANY
Surety Company

[Signature]
Signature of Authorized Representative

Jennifer Picchi
Title Attorney-In-Fact

NOTE This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTORS AFFIDAVIT OF PAYMENT AND DEBTS AND CLAIMS, Current Edition

POA #: 4221029

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Steven W. Lewis, Eric Lesch, Jennifer Picchi, Melissa Lesch

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

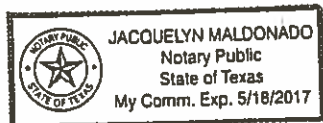
By: [Signature]
John Knox Jr., President

State of Texas
County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of March, 2016, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

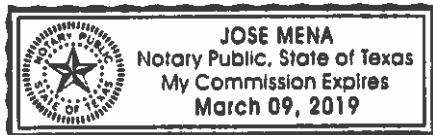
Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CONTRACTOR'S AFFIDAVIT OF BILLS PAID**STATE OF TEXAS §****COUNTY OF TARRANT §**

Personally, before me the undersigned authority, on this day appeared David Martinez,
Who being duly sworn, on oath, says that he is the legal representative of Rey-Mar Construction
and that Contract Regency Park Booster Pump Station for the Town of Flower Mound, TX for the
construction of the project designated as Regency Park Booster Pump Station for the Town of Flower
Mound, TX has been completed in accordance with the Plans and Specifications and Contract Documents,
and that all bills for materials, apparatus, fixtures, Machinery, and labor used in connection with the
construction of this project have, to the best of his Knowledge and belief, been fully paid.

BY: _____

Representative of the Contractor

SWORN TO AND SUBSCRIBED BEFORE ME this the 5th day of April, 2016.

Jose Mena
Notary Public in and for
Tarrant County, Texas



TOWN COUNCIL AGENDA ITEM NO. 7

REGULAR ITEM

DATE: April 18, 2016

FROM: Tracy Knierim, Executive Director of Community Relations

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 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, bridges, and public properties of the Town of Flower Mound, Texas; providing regulations for the operation of said services, and all matters incident and related thereto.

BACKGROUND INFORMATION: On October 5, 2015, The Town's solid waste and recycling services provider 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. Based upon the evaluation criteria, each firm scored as follows:

<u>Firm</u>	<u>Score</u>
Community Waste Disposal, L.P.	343
Allied Waste dba Republic Services	299
Waste Management	253
Progressive Waste	210

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Revenue to be determined

Finance Review by: TBD

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

ATTACHMENTS:

1. Solid Waste Ordinance
2. Evaluation Criteria
3. Evaluation Team Rating Calculation Form
4. Solid Waste & Recycling Services Matrix

RECOMMENDATION: Move to adopt on first reading the attached ordinance granting to _____, 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, bridges, and public properties of the Town of Flower Mound in order to preserve and protect the public health of the citizens of the Town and rejecting all other proposals received, in accordance with section 11.2 of the Request for Proposals and State law.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, GRANTING A FRANCHISE FOR SOLID WASTE SERVICES TO _____; 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

_____ 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 _____, 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.

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 18TH DAY OF APRIL, 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 MAY, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

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

CONFIDENTIAL

[illegible]

RESIDENTIAL SOLID WASTE AND RECYCLING MATRIX

SERVICE PROVIDER	Able to Provide Current Service Levels?	Cost to Continue	Green or Yard Waste Program Additional Cost	Landfill Info	Bulk/Brush Specifications	HHW & E-Waste Specifications
		Current Service Levels (includes 4% & 5% fees)				
Community Waste Disposal	YES	\$10.94 (\$1.47 increase)	\$1.29/mo. per household	CWD Transfer Station is located at 2010 California Crossing, Dallas, TX. Residents can use landfill at starting rate of \$25 per pick up truck load or 8ft trailer load. Dirt and other items may not be allowed. Other rates apply for special items or loads that exceed 8ft. Hours of operation are M-F 8am to 4pm, Saturday 8am - 12pm	Unlimited weekly bundled brush or 2 cubic yards of bulk and/or 2 cubic yards of loose brush pick up	On an on call basis, CWD will provide residents door side HHW and Used Electronics collection services. Upon request, CWD will provide a collection kit, instructions and a collection date to the resident
Allied Waste dba Republic Services	YES	\$12.74 (\$3.27 increase)	\$1.65/mo. per household	Camelot Landfill located at 580 Huffines Blvd, Lewisville, TX. Residents allowed one free trip per month Saturdays only up to 10 cubic yards	The greater of one item of maximum of 2 cubic yards of bulk waste per service day per household	Upon request of resident , will collect from each household, not to exceed one day per calendar month, all program household hazardous waste and electronic waste in accordance with accepted items
Waste Management	YES	\$16.23 (\$6.76 increase)	\$2.75/mo. per household	Lewisville, TX. Residents will have unlimited access to landfill on Saturdays at a discounted rate of \$15 for a pick up bed of items. Non-compactable items, and construction debris will be accepted for an additional charge to be determined. Other rates apply to loads larger than a pick up bed.	2 cubic yards total of bulk waste either/or consisting of bundled brush or trash bags of yard waste or trash or small furniture or appliances. Will not take any unbundled brush.	Residents can call to schedule pick up of HHW and electronics for a future date to be picked up directly from the home. A kit will be mailed to the resident prior to pick up
*Progressive Waste Solutions	*NO	\$16.57 (\$7.10 increase)	No bid	No bid	N/A	N/A

*Progressive Waste Solutions did not provide pricing or specifications for green or yard waste programs, HHW & electronics disposal program, or Landfill usage, or for brush and bulk collection

CURRENT SERVICE LEVEL: The Town’s current service level consists of 1 time per week collection of waste, recycling and bulk. Residents have 95 gallon trash and recycle toters. Residents 65 years or older receive a \$1 discount from the base rate. Residents also have access to the DFW landfill on Saturday at a discounted rate of \$15 for a pickup truck bed of household trash or yard waste. Residents also receive pick up of Household Hazardous and E-Waste from their home. This pricing is included in the base rate as well. Residents are allowed to put out up to 15 bags of yard waste or up to 2 cubic yards of household trash such as small furniture, or other items that will not fit in container. This is considered bulk waste. The current rate for these services are \$9.47 (includes 4% and 5% fees and no taxes). If we renew with current provider, the rate would increase to \$16.23 per month and approximate 71.5% increase.



TOWN COUNCIL AGENDA ITEM NO. 8

REGULAR ITEM

DATE: April 18, 2016

FROM: Mark Wood, Director of Economic Development

ITEM: Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Lisanti Foodservice of Texas, Inc., and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This item is for approval of a Chapter 380 Agreement with Lisanti Foodservice of Texas, Inc. (Lisanti) to relocate its headquarters and distribution operation to Flower Mound. The company is family owned and operated and is the preferred distributor for Italian restaurants and pizza shops throughout the Midwest and Southwest. Lisanti is considering Flower Mound, surrounding North Texas municipalities, and one other state for this project. Lisanti is considering the purchase of the 164,580-square-foot building number three within the Huntington Industrial DFW Airport II development. Lisanti would add approximately 160 jobs to Flower Mound. The Chapter 380 Agreement would provide a 50% rebate on real and business personal property tax after the existing tax abatement agreement with Huntington Industrial expires. The Huntington Industrial tax abatement agreement, approved in August 2014, runs with the land, so as the purchaser of building number three, Lisanti will receive the benefit of that agreement, which is a 5-year 50% real and personal property tax abatement. The Huntington Industrial tax abatement agreement full agenda item from August 2014 is included as attachment #3 to this item for background information. The cost-benefit analysis for this Chapter 380 Agreement takes into account that five years of real property tax revenue benefit from this building was already included on the benefit side of the Huntington Industrial tax abatement agreement, and so the net benefit line for this Chapter 380 Agreement was reduced by that amount (see attachment #2).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Estimated tax rebate of \$114,927 over 5 years

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

LEGAL REVIEW: Andrea Russell with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Chapter 380 Agreement as to form and legality.

ATTACHMENTS:

1. Chapter 380 Agreement
2. Cost-Benefit
3. Huntington Industrial Tax Abatement Agenda Item

RECOMMENDATION: Move to approve a Chapter 380 Agreement between the Town of Flower Mound and Lisanti Foodservice of Texas, Inc., and authorize the Mayor to execute same on behalf of the Town.

**TOWN OF FLOWER MOUND, TEXAS
AND
LISANTI FOODSERVICE OF TEXAS, INC.**

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

This CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT is made and entered into by and between the TOWN OF FLOWER MOUND, TEXAS, a Texas home rule municipality (“Town”) and Lisanti Foodservice of Texas, Inc. (“Company”) each of which may be singularly referred to as “Party” and jointly referred to as “Parties,” for the purposes and considerations stated below:

WHEREAS, the Town desires to provide, pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”), an incentive to Company to relocate Company’s headquarters and distribution operation and add 160 jobs to the Town of Flower Mound; and

WHEREAS, the Town has the authority under Article 52-a of the Texas Constitution and Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the Town; and

WHEREAS, the Town has determined that a grant of funds to Company will serve the public purpose of promoting local economic development, and stimulating business and commercial activity within the Town; and

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

**SECTION 1.
FINDINGS INCORPORATED**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

**SECTION 2.
PROGRAM APPROVED**

A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to incentivize Company to relocate its headquarters and distribution operation to the Town of Flower Mound. The terms of this Agreement shall implement the program.

SECTION 3. TERM

This Agreement shall be effective as of the Effective Date and shall terminate after the Tax Revenue Period unless terminated earlier pursuant to the terms of this Agreement.

SECTION 4. DEFINITIONS

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

“Ad Valorem Tax” means all ad valorem taxes paid to the Town attributable to the Facility and Business Personal Property at the Facility, which are actually received by the Town, excluding the Base Value.

“Agreement” means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

“Base Value” means the real estate value of the Property as established by the Denton County Appraisal District as of January 1, 2016, excluding any value from any mineral estate.

“Business Personal Property” means tangible personal property, equipment, and fixtures subject to ad valorem taxation, other than inventory or supplies, owned or leased by Company and located at the Facility.

“Commencement Date” means the date a certificate of occupancy is issued for the Facility.

“Company” means Lisante Foodservice Company, Inc. whose address for purposes of this Agreement is 9020 Sterling Street, Irving, Texas 75063.

“Developer” means a developer with whom Company contracts for the construction and lease of the Facility.

“Effective Date” means the date this Agreement is signed by both Parties.

“Event of Default” means and includes any of the Events of Default set forth below in the section entitled “Events of Default.”

“Facility” means the 164,580 square foot building described as “Building #3” within the Huntington Industrial DFW North II development to be purchased and used by Company for its business operations.

“Program Grant” or “Program Grant Payment” means the economic development grants paid by the Town to Company in accordance with this Agreement.

“Tax Revenue Period” means the period of five (5) calendar years, beginning on January 1 of the year following the date on which the agreement between Town of Flower Mound and Huntington Industrial Partners-Texas, L.L.C. (“Huntington Agreement”) attached hereto as Exhibit “A” expires. For purposes of clarity, if the Huntington Agreement expires on January 1, 2021, the Tax Revenue Period for this Agreement will begin on January 1, 2022.

“Term” means the term of this Agreement as specified in Section 3 of this Agreement.

“Town” means the Town of Flower Mound, Texas, a Texas home rule municipality, whose address for purposes of this Agreement is 2121 Cross Timbers Road, Flower Mound, Texas, 75028.

SECTION 5. OBLIGATIONS OF COMPANY

Company covenants and agrees that while this Agreement is in effect it shall comply with the following terms and conditions:

- (a) Relocation. Company agrees to relocate its headquarters and distribution operation to the Town of Flower Mound by December 31, 2016.
- (b) Facility. Company agrees to take the following actions with regard to the Facility:
 - (1) Company agrees to purchase the Facility, as defined in Section 4 above.
 - (2) Company further agrees to fully occupy and begin business operations, which include the functions of the Company headquarters and its distribution operations, at the Facility no later than December 31, 2016.
- (c) Continuous Operation. Company shall not allow the occupancy and operation of the Facility to cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.
- (e) Performance. Company agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Company and Town, and any related agreements between Company and Town.
- (f) Access to Information. Company agrees to provide the Town, upon reasonable notice, access to information related to the Facility or Company necessary to confirm Company’s compliance with the terms of this Agreement, throughout the Term of this Agreement.
- (g) Undocumented Workers. Company certifies that Company does not and will not knowingly employ an undocumented worker at the Facility in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of

the prime rate plus eight percent (8%) per annum, not later than the 120th day after the date the Town notifies Company of the violation.

SECTION 6. OBLIGATIONS OF TOWN

Town covenants and agrees with Company that, while this Agreement is in effect, it shall comply with the following terms and conditions, provided that Company is in full compliance with the terms and conditions of this Agreement:

Ad Valorem Tax Rebate. The Town will rebate to Company an amount equal to 50% of the Ad Valorem Taxes for the Tax Revenue Period. Such rebate shall be payable by the Town on an annual basis within sixty (60) days after Company delivers to the Town proof of payment of all Ad Valorem Taxes.

SECTION 7. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default under this Agreement:

- (a) Default. Failure of any Party to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents.
- (b) False Statements. Any written warranty, representation or statement made or furnished to the receiving Party under this Agreement or any document(s) related hereto furnished to the receiving Party is/are false or misleading in any material respect, either now or at the time made or furnished, and the furnishing Party fails to cure same within thirty (30) days after written notice from the receiving Party describing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the furnishing Party fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if the furnishing Party obtains actual knowledge that any such warranty, representation or statement has become false or misleading after the time that it was made, and the furnishing Party fails to provide written notice to the receiving Party of the false or misleading nature of such warranty, representation or statement within ten (10) days after the furnishing Party learns of its false or misleading nature.
- (c) Insolvency. The dissolution or termination of the existence of Company as a going business or concern, Company's insolvency, appointment of receiver for any part of Company's property, any assignment of all or substantially all of the assets of Company for the benefit of creditors of Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

SECTION 8.

EFFECT OF AN EVENT OF DEFAULT

In the event of default under this Agreement, including without limitation, Section 7 above, the non-defaulting Party shall give written notice to the defaulting Party of any default, and the defaulting Party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period and the non-defaulting Party is not otherwise in default, the non-defaulting Party shall have the right to immediately terminate this Agreement. In the event that this Agreement is terminated under this section, the terminating Party shall provide written notice of such termination to all other Parties.

In the event the Town terminates this Agreement as a result of the foregoing, it will have no further obligation to make any remaining Program Grant Payment to the defaulting Party. Additionally, if the Town terminates this Agreement as a result of the foregoing, Company will owe Town repayment of the previous Program Grant Payments made to Company, plus interest at the rate of the prime rate per annum, and Company shall pay such funds to Town within sixty (60) days of termination.

SECTION 9.

MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Agreement:

- (a) Amendments. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of all Parties.
- (b) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) Assignment. This Agreement may not be assigned without the express written consent of all of the other Parties.
- (d) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Company warrants and represents that the individual executing this Agreement on Company's behalf has full authority to execute this Agreement and bind it to the same.
- (f) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

- (g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No other understanding, oral or otherwise, in direct conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment. Neither Party is relying on any statement, representation, nor warranty of the other Party not expressly set out in this Agreement. Each of the undersigned authorized representatives of the Parties warrants and represents and does hereby state and represent that no promise or agreement which is not herein expressed has been made to him or her in executing this Agreement, and that none of us is relying upon any statement or representation of any agent of the Parties. Each Party is relying on his or her own judgment and each Party has been represented by independent counsel of its choosing.
- (i) Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, terrorism, civil commotion, acts of God, inclement weather, fire, flood, tornado, other casualty, or court injunction, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed.
- (j) Further Acts and Releases. The Parties agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.
- (k) Governmental Powers; Waiver of Immunity. By execution of this Agreement, the Town does not waive or surrender any of its governmental powers, immunities or rights.
- (l) No Third Party Beneficiaries. The performance of the respective obligations of the Parties under this Agreement are not intended to benefit any party other than the Town or Company except as expressly provided otherwise herein. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.
- (m) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Company: Lisanti Foodservice of Texas, Inc.
9020 Sterling Street
Irving, Texas 75063
ATTN: Joseph Lisanti, President

With Copy to: General Counsel, at same address

if to Town: Town of Flower Mound
2121 Cross Timbers Road,
Flower Mound, TX 75028
ATTN: Town Manager

- (n) Right of Offset. The Town may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due and owing to the Town from Company or Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.
- (o) Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall any Party be an agent, representative, trustee or fiduciary of the other. No Party shall have any authority to bind any other Party to any agreement.
- (p) Severability. The Parties declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms. The parties explicitly agree that this Clause 9(p) does not apply if the unenforceability relieves one Party from substantially all of its duties and obligations under this Agreement.
- (q) Time is of the Essence. Subject to the terms contained herein, time is of the essence in the performance of this Agreement.

TOWN OF FLOWER MOUND, TEXAS:

By: _____
Thomas E. Hayden, Mayor

Date: _____

ATTEST:

By: _____
Theresa Scott, Town Secretary

Lisanti Foodservice of Texas, Inc.

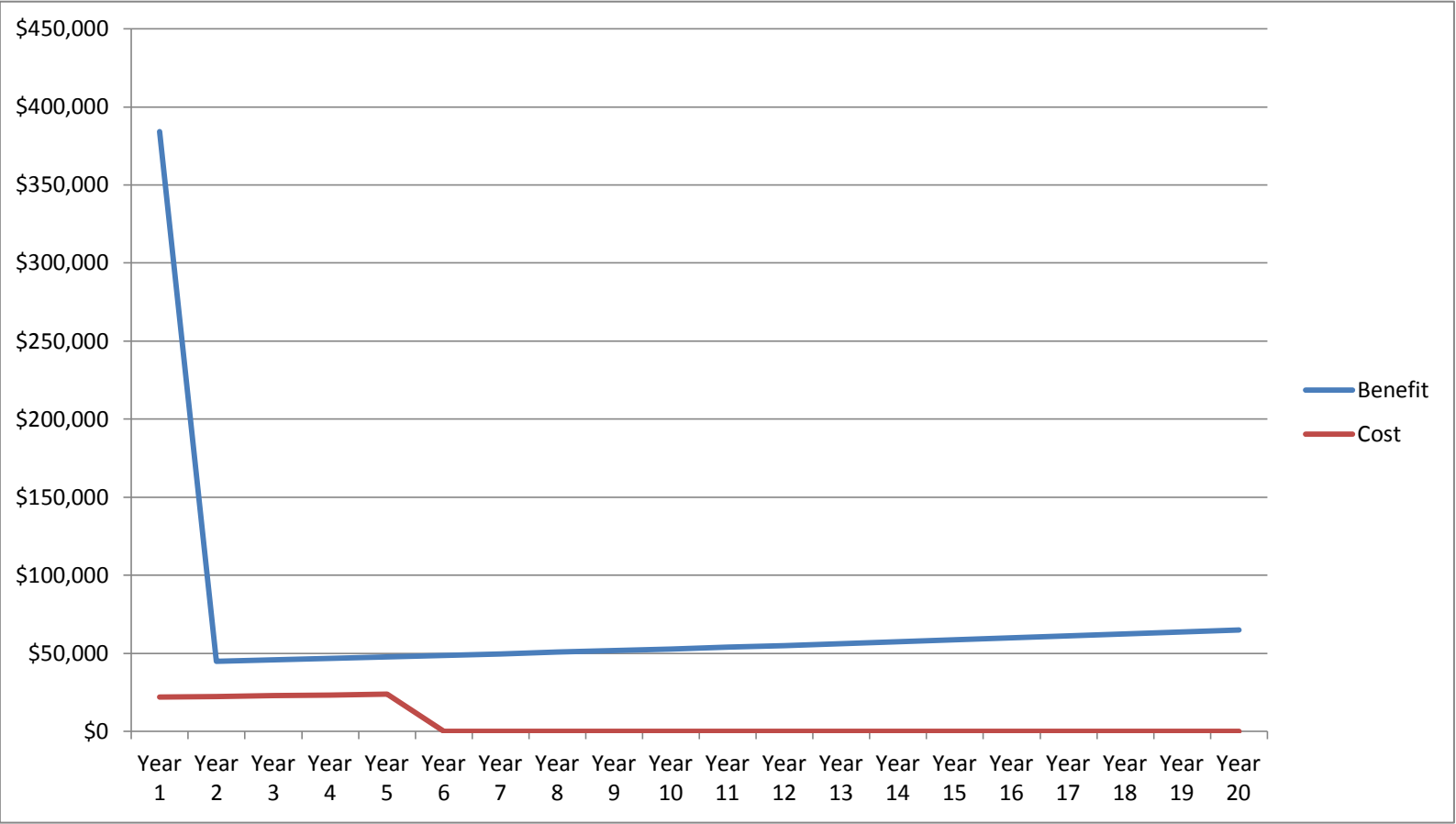
By: _____
Name: _____
Title: _____
Date: _____

Lisanti Cost-Benefit *

Benefit	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Totals
Real Property Value	\$4,937,400	\$5,085,522	\$5,238,088	\$5,395,230	\$5,557,087	\$5,723,800	\$5,895,514	\$6,072,379	\$6,254,551	\$6,442,187	\$6,635,453	\$6,834,516	\$7,039,552	\$7,250,738	\$7,468,261	\$7,692,308	\$7,923,078	\$8,160,770	\$8,405,593	\$8,657,761	
Real Property Tax Revenue	\$21,675	\$22,325	\$22,995	\$23,685	\$24,396	\$25,127	\$25,881	\$26,658	\$27,457	\$28,281	\$29,130	\$30,004	\$30,904	\$31,831	\$32,786	\$33,769	\$34,782	\$35,826	\$36,901	\$38,008	\$582,420
Business Personal Property Value	5,125,540	5,176,795	5,228,563	5,280,849	5,333,657	5,386,994	5,440,864	5,495,273	5,550,225	5,605,728	5,661,785	5,718,403	5,775,587	5,833,343	5,891,676	5,950,593	6,010,099	6,070,200	6,130,902	6,192,211	
Business Personal Property Tax Revenue	\$22,501	\$22,726	\$22,953	\$23,183	\$23,415	\$23,649	\$23,885	\$24,124	\$24,365	\$24,609	\$24,855	\$25,104	\$25,355	\$25,608	\$25,864	\$26,123	\$26,384	\$26,648	\$26,915	\$27,184	\$495,452
Annual Sales (Construction)	\$17,000,000																				
Annual Sales Tax Revenue (Construction)	\$340,000																				\$340,000
Impact Fees		\$0																			\$0
Building Permit Fees		\$0																			
Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
Real Property Rebate	\$10,838	\$11,163	\$11,498	\$11,843	\$12,198	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,538
Business Personal Property Rebate	\$11,251	\$11,363	\$11,477	\$11,591	\$11,707	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,389
Sales Tax Rebate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact and Bulding Permit Fees	\$0																				\$0
Building Permit Fees	\$0																				\$0
Analysis	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Total
Benefit	\$384,176	\$45,052	\$45,949	\$46,868	\$47,810	\$48,776	\$49,767	\$50,782	\$51,823	\$52,890	\$53,985	\$55,107	\$56,258	\$57,439	\$58,650	\$59,892	\$61,167	\$62,474	\$63,815	\$65,191	\$1,417,873
Cost	\$22,088	\$22,526	\$22,974	\$23,434	\$23,905	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$114,927
Net Benefit	\$362,088	\$22,526	\$22,974	\$23,434	\$23,905	\$48,776	\$49,767	\$50,782	\$51,823	\$52,890	\$53,985	\$55,107	\$56,258	\$57,439	\$58,650	\$59,892	\$61,167	\$62,474	\$63,815	\$65,191	\$1,302,945
Net Benefit - \$115K																					\$1,187,869
20-Year Benefit**	\$1,187,869																				

*Agreement to begin after Huntington Industrial Partners-Texas, L.L.C. expires. So Year 1 would be 2022.

**The first five years of tax revenue benefit for this agreement were already included in the benefit side of the cost-benefit for the Huntington Industrial Partners-Texas, L.L.C. agreement in 2014, so \$115,076 has been removed from bottom line net benefit to account for that.





TOWN COUNCIL AGENDA ITEM NO. 27

REGULAR ITEM

DATE: August 4, 2014

FROM: Mark Wood, Director of Economic Development

ITEM: Public Hearing to consider approval of a 380 and Tax Abatement Agreement with Huntington Industrial Partners-Texas, L.L.C., a Delaware limited liability corporation, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Huntington Industrial Partners-Texas, L.L.C., plans to construct two buildings totaling 349,580 square feet (185,000 and 164,580) in the Lakeside Business District generally located north of Lakeside Parkway, south of Spinks Road, and west of Gerault Road. The development is expected to add over \$10M to the commercial tax roll. All other similar buildings have received comparable economic development incentives to what is proposed with Huntington Industrial Partners, which will help this development remain competitive in securing future tenants.

The Tax Abatement Agreement provides for the following:

- 5-year, 50% real and business personal property (BPP) tax abatement

The Chapter 380 Agreement provides for the following:

- Impact fees assessed at 25%
- Building permit fee waiver

Huntington Industrial Partners must perform as follows to receive incentives under the agreement:

- Substantially complete the two buildings totaling 349,580 square feet by December 31, 2016
- Maintain an annual certified real property improvement value of \$10M

Town staff completed a 10-year cost-benefit analysis, which is summarized below.

Total Benefit	\$907,338
(Property tax, fees, rollback tax)	

Total Cost	\$276,158
(Tax abatement, fee waivers)	

Net Benefit	\$631,180
-------------	-----------

The tax abatement term is over a 5-year period, and the Town will always be net positive on this project. The land for this building is currently receiving agricultural exemption, so the developer will pay 5 years of rollback taxes, and the Town will now receive the benefit of the land becoming taxable. The Town will recoup its investment in year one.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Estimated tax abatement and fee waiver of \$276,158.

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

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



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

ATTACHMENTS:

1. 380 and Tax Abatement Agreement
2. Cost –Benefit Analysis

RECOMMENDATION: Move to approve a 380 and Tax Abatement Agreement with Huntington Industrial Partners-Texas, L.L.C., a Delaware limited liability corporation, for the economic development of Flower Mound, and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS)
)
 COUNTY OF DENTON)

380 AND TAX ABATEMENT AGREEMENT

This 380 and Tax Abatement Agreement (hereinafter referred to as the "Agreement") is entered into by and between the Town of Flower Mound, Texas, a Texas home rule municipality (hereinafter referred to as the "Town"), and Huntington Industrial Partners-Texas, L.L.C., a Delaware limited liability corporation (hereinafter referred to as the "Owner"), the property owner of commercial-warehouse property located in the Lakeside Business District in the Town and more particularly described on Exhibit A attached hereto (also referred to as the "Real Property").

W I T N E S S E T H:

WHEREAS, Section 312.002(a) of the Texas Tax Code requires the Town to pass a resolution indicating the Town's desire to become eligible to participate in tax abatement agreements; and

WHEREAS, on or about December 17, 2007, the Town adopted Resolution No. 37-07 electing to become eligible to participate in tax abatement agreements, in accordance with Section 312.002(a) of the Texas Tax Code, and subsequently has timely reaffirmed said tax abatement agreement policies; and

WHEREAS, at such times the Town also adopted and/or reaffirmed tax abatement guidelines and criteria, in accordance with Section 312.002 of the Texas Tax Code (hereinafter referred to as the "Town's Tax Abatement Guidelines and Criteria"); and

WHEREAS, the Town's Tax Abatement Guidelines and Criteria constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the Town, as contemplated by Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, on or about August 4, 2014, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. _____ establishing a Tax Abatement Reinvestment Zone (the "Zone") in the Town of Flower Mound, Texas, for commercial-warehouse tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code; and

WHEREAS, the Owner owns or leases, or will own or lease, real property located within said Reinvestment Zone, Town of Flower Mound, Texas; and

WHEREAS, this abatement of taxes will maintain and enhance the economic and employment base of the Town, thereby benefiting the Town, in accordance with the Tax Abatement Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, finds that the contemplated use of the Real Property, and the improvements to the Real Property as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of said Reinvestment Zone in the Town of Flower Mound, Texas, in accordance with the purposes for its creation, and are in compliance with the Town's Tax Abatement Guidelines and Criteria, and Chapter 312 of the Texas Tax Code; and

WHEREAS, the Owner acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"), an incentive to the Owner to bring business development to the Town; and

WHEREAS, the Town has the authority under Article 52-a of the Texas Constitution and Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the Town; and

WHEREAS, the Town has determined that a grant of funds to the Owner will serve the public purpose of promoting local economic development, and stimulating business and commercial activity within the Town; and

WHEREAS, this Agreement was approved by the Town Council of the Town of Flower Mound, Texas, at a regularly scheduled meeting, consistent with Section 312.207(a) of the Texas Tax Code, as amended.

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

SECTION 1. FINDINGS INCORPORATED - AUTHORITY

- (a) All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

- (b) This Agreement is authorized by Chapter 312 of the Texas Tax Code, and Section 380.001 of the Texas Local Government Code.

SECTION 2. PROGRAM APPROVED

A program authorized under Chapter 380 of the Texas Local Government Code is hereby established by the Flower Mound Town Council to encourage development of the Real Property (as hereinafter defined) and to add significant taxable value to the Town of Flower Mound. The terms of this Agreement shall implement the Program.

SECTION 3. TERM

This Agreement shall be effective as of the Effective Date and end on the last day of the Tax Abatement Period.

SECTION 4. DEFINITIONS

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

- (a) **Affiliate.** The word "Affiliate" means any entity that owns or controls, is owned or controlled by, or is under common ownership or control with the Owner.
- (b) **Agreement.** The word "Agreement" means this 380 and Tax Abatement Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Base Value.** The words "Base Value" means the value of the Real Property on the date this Agreement is signed, which the Parties agree is Three Million Six Hundred Thousand Dollars (\$3,600,000.00).
- (d) **Business Personal Property.** The words "business personal property" mean business tangible personal property as defined in the Texas Tax Code, as amended, and for purposes of this Agreement shall be new business personal property added to the Real Property which, at the time of execution of this Agreement, is not on the tax rolls of the Town. They do not include inventory.
- (e) **Effective Date.** The words "Effective Date" mean the date of the later to execute this Agreement by and between the Town, and the Owner.
- (f) **Force Majeure.** The words "Force Majeure" mean any cause, condition or event, which is beyond the control of Owner or any person for whom Owner is responsible, that could not reasonably be avoided through ordinary care.
- (g) **Improvements.** The word "Improvements" means two class A industrial

warehouse buildings constructed on the Real Property totaling 349,580 square feet, consisting of a rear load building of 185,000 square feet and a cross dock building of 164,580 square feet, with a total appraised value by the Denton Central Appraisal District of Ten Million Dollars (\$10,000,000.00). Improvements do not include Business Personal Property or inventory.

- (h) **Owner.** The word "Owner" means Huntington Industrial Partners-Texas, L.L.C., a Delaware limited liability corporation, its affiliates, successors and assigns, whose address for the purposes of this Agreement is c/o Huntington Industrial Partners, 385 Inverness Parkway, Suite 460, Englewood, Colorado 80112, Att'n: John W. Seiple, Jr.
- (i) **Personalty.** The word "Personalty" means the tangible taxable personal property, including furniture, fixtures, and equipment, which is added to the Real Property.
- (j) **Real Property.** The words "Real Property" mean the approximately 24.05 acre tract of land generally located north of Lakeside Parkway, south of Spinks Road, and west of Gerault Road, Town of Flower Mound, Texas, and as more particularly described in Exhibit A to this Agreement, which is attached hereto and incorporated herein for all purposes.
- (k) **Substantial Completion.** The words "Substantial Completion" or "Substantially Complete" shall mean the date a certificate of occupancy is issued by the Town for both buildings.
- (l) **Substantial Completion Deadline.** The words "Substantial Completion Deadline" mean December 31, 2016.
- (m) **Tax Abatement Period.** The words "Tax Abatement Period" mean the period, in years, during which the Real Property and business personal property added to the Real Property are entitled to tax abatement pursuant to this Agreement. The Tax Abatement Period shall commence on January 1 of the year following the earlier of (i) substantial completion of the commercial-warehouse building ("Building") on the Real Property and the issuance of a tenant certificate of occupancy pursuant to Section 7 (1) herein or (ii) January 1, 2017, and said Period shall expire on the last day of the fifth calendar year thereafter
- (n) **Term.** The word "Term" means the term of this Agreement as specified in Section 3 of this Agreement.
- (o) **Town.** The word "Town" means the Town of Flower Mound, Texas, a Texas home rule municipality, whose address for the purposes of this Agreement is 2121 Cross Timbers Road, Flower Mound, Texas 75028.

SECTION 5. OBLIGATIONS OF PROPERTY OWNER

As consideration for the tax abatement and grants of public funds, the Owner agrees and covenants as follows:

- (a) **Improvements to Real Property.** The Owner shall substantially complete or cause to be completed construction of the Improvements on the Real Property, that upon the first January 1st to occur after Substantial Completion shall have a value appraised by the Denton County Appraisal District of not less than Ten Million Dollars (\$10,000,000.00); provided that Owner shall have such additional time to complete the Improvements as may be required if Owner is diligently pursuing completion of the initial phase of the Improvements in the event of "Force Majeure", or if in the sole opinion of the Town, the Owner has made substantial progress toward completion of the initial phase of the Building.
- (b) **Construction of Real Property.** Owner agrees that, subject to Force Majeure, it will diligently and faithfully in a good and workmanlike manner pursue the commencement of construction and completion of the Improvements on the Real Property consistent with the requirements set forth herein. Owner agrees that construction of the Improvements shall be in accordance with all applicable federal, state, and local laws and regulations. The Real Property shall be used only in compliance with the Town's Comprehensive Zoning Ordinance.
- (c) **Occupancy.** Owner covenants and agrees to obtain, or cause to be obtained, on or before the Substantial Completion Deadline a tenant certificate of occupancy from the Town for the Building, as depicted in attached Exhibit B, subject to day for day extensions for Force Majeure.
- (d) **Use of Property.** The Real Property shall at all times during the term of this Agreement be used in a manner that is consistent with the Zone. Both Parties agree that use of the premises for a class A warehouse is consistent with such purpose.

SECTION 6. OBLIGATIONS OF THE TOWN

Provided the Owner is in full compliance with the terms and conditions of this Agreement, the Town agrees to provide the following incentive to the Owner.

- (a) **Waiver of Impact Fees and Building Permit Fees by the Town.** The Town agrees that impact fees (water, wastewater and roadway), as defined in and adopted by the Town pursuant to Chapter 395 of the Texas Local Government Code, for the Building shall be assessed at twenty-five percent (25%) of the full amount of said impact fees. Further, Town building permit fees for the Building shall be waived. For purposes of clarification, fees not subject to the aforementioned waiver include engineering inspection fees, re-inspection fees,

sign fees, screening wall fees, retaining wall fees, after-hours inspection fees, re-stamp fees for project scope changes during construction, construction trailers fees, fire department fees, plat recording fees and early-construction fees. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

- (b) **Tax Abatement.** Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the Town, ad valorem real and business personal property taxes otherwise owed to the Town for the Real Property shall be abated in accordance with this subsection. The abatement of the taxes shall be based upon the increased value of the Real Property and Improvements over the Base Value, including the Business Personal Property added to the Real Property (excluding inventory value), in accordance with the terms of this Agreement and all applicable federal, state, and local laws and regulations.
- (1) **Term.** The Tax Abatement Period for Real Property Improvements and Business Personal Property added to the Real Property shall be up to five (5) years, with the first year of tax abatement being the first tax year that begins after the Town issues a tenant certificate of occupancy for any structure on the Real Property (*i.e.*, the Tax Abatement Period starts on January 1 of such year).
- (2) **Abatement Amount.** The tax abatement rate for each such year during the Tax Abatement Period shall be the following percentage of the portion of the increased value above the Base Value of the Real Property, Improvements and Business Real Property:

Year of Tax Abatement Period	Abatement Percentage
1	50%
2	50%
3	50%
4	50%
5	50%

Notwithstanding any provision in this Agreement to the contrary, the Real Property and business personal property added to the Real Property shall not be entitled to tax abatement for more than five (5) years.

SECTION 7. DEFAULT AND RECAPTURE PROVISION

In the event that (i) Owner fails to complete the construction of the Improvements, or obtain a tenant certificate of occupancy from the Town for the Improvements on or before the Substantial Completion Deadline, (ii) Owner fails to

comply with the Obligations contained in Section 5 of this Agreement, or (iii) at any time after the execution of this Agreement, Owner allows any of its property taxes owed the Town to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such taxes, it shall be an event of default. In the event that the Owner defaults in its performance of this Agreement then the Town shall give the Owner written notice of such default and if the Owner has not cured any monetary default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money, within a sixty (60) day period (or such longer period as is necessary if such default cannot be reasonably cured within such sixty (60) day period, provided that Owner commences the cure within the sixty (60) day period and diligently prosecutes such cure to completion), this Agreement may be terminated by the Town. Upon the occurrence of an event of default and after Owner fails to cure same in accordance herewith, all taxes, impact fees and building permit fees which otherwise would have been paid to the Town without the benefit of this Agreement shall immediately become a debt to the Town, and shall be due and owing to the Town subject to any and all lawful offsets, settlements, deductions, or credits to which Owner may be entitled.

SECTION 8. RIGHT OF ACCESS FOR INSPECTION

The Owner further agrees that the Town, its agents and employees, shall have reasonable right to access the Real Property during normal business hours and upon not less than two (2) business days written notice to Owner to inspect the Building and other items subject to this Agreement in order to ensure that the construction of the Building is in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, the Town shall have the continuing right of reasonable access to the Real Property during normal business hours and upon not less than two (2) business days written notice to Owner to inspect the Real Property to ensure that they are thereafter maintained and operated in accordance with this Agreement.

SECTION 9. ANNUAL CERTIFICATION

On or before April 1 of each year, the Owner shall provide to Town written certification that Owner is in compliance with each applicable term of this Agreement. Such certification shall be in a form reasonably satisfactory to the Town, and shall include, at a minimum, information supporting Owner's conclusions that it met (or expects to meet) each condition and requirement to abatement set forth in this Agreement. Any failure of the Town to request or demand such certification shall not constitute a waiver of such certification or any future certification; provided, however, that if the Town fails to request or demand such certification and Owner fails to provide such certification, the Town shall give Owner written notice of such failure and Owner shall provide such certification within thirty (30) days of Owner's receipt of such notice.

SECTION 10. CANCELLATION OR MODIFICATION OF AGREEMENT

The Town and Owner agree that the Town may cancel or modify this Agreement if the Owner fails to comply with any of the provisions of this Agreement, subject to any cure provisions referenced in Section 7 and Section 9 herein and any extensions granted pursuant to Section 5 hereof.

SECTION 11. MISCELLANEOUS PROVISIONS

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party; provided, however, that Owner may assign Owner's interests in this Agreement, or a portion of such interests, as applicable, to an Affiliate, provided assignee agrees to assume the obligations and duties of Owner contained in this Agreement.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (f) **Filing.** In order to receive the tax abatement pursuant to this Agreement, Owner understands it must file with the appraisal district an application for property tax abatement exemption between January 1 and April 30 of each year during the term of this Agreement.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing

if to Owner: Huntington Industrial Partners-Texas, L.L.C., a
Delaware limited liability corporation
c/o Huntington Industrial Partners
385 Inverness Parkway, Suite 460
Englewood, Colorado 80112
Att'n: John W. Seiple, Jr.

if to Town: Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028

- Page 9

and any statutory or state constitutional takings claims against the Town under the Texas Constitution and Chapter 395 of the Texas Local Government Code. Both Owner and 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 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. Owner further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Owner acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. Owner shall indemnify and hold harmless Town from any claims and suits of third parties, including but not limited to Owner's affiliates, successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this Paragraph.

- (n) **Town Ordinances Applicable.** The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.
- (o) **Runs with the Land.** The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and successors in title.

[Remainder of page intentionally left blank.]

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, on this _____ day of _____, 2014.

TOWN:

TOWN OF FLOWER MOUND, TEXAS

Thomas E. Hayden, Mayor

ATTEST:

Theresa Scott, Town Secretary

OWNER:

**Huntington Industrial Partners-Texas,
L.L.C., a Delaware limited liability
corporation**

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF DENTON)

 This instrument was acknowledged before me on the ____ day of _____,
2014, Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, a Texas home
rule municipality, on behalf of said Town.

Notary Public, State of Texas

STATE OF _____)
)
COUNTY OF _____)

 This instrument was acknowledged before me on the ____ day of _____,
2014, by _____, the _____ of Huntington Industrial Partners-
Texas, L.L.C., a Delaware limited liability corporation.

Notary Public, State of Texas

EXHIBIT "A"**TRACT I:**

BEING all that certain lot, tract or parcel of land situated in the Joseph Knight Survey, Abstract Number 692, Town of Flower Mound, Denton County, Texas, and being part of that certain called 50.61 acre tract of land described in deed to Elmer C. Powell, recorded in Volume 2716, Page 721 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Powell tract and the Northeast corner of that certain tract of land described in deed to KDH Partners, recorded in Clerk's File Number 00-14437 of the Real Property Records of Denton County, Texas, and being the intersection of the center of Spinks Road and Donald Road, being on the South line of that certain tract of land described in deed to Lewisville Independent School District (LISD), recorded in Volume 4059, Page 889 of the Real Property Records of Denton County, Texas;

THENCE East, 848.42 feet with the North line of said Powell tract, the center of Spinks Road and the South line of said LISD tract, passing the Southwest corner of Spinks Road Elementary School Addition, an Addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet S, Page 36 of the Plat Records of Denton County, Texas, continuing along the South line thereof to the Northeast corner of said Powell tract and the northerly Northwest corner of that certain tract of land described in deed to Daldav Associates L.P., recorded in Clerk's File Number 99-111390 of the Real Property Records of Denton County, Texas;

THENCE South 01 degree 09 minutes 02 seconds East, 1412.44 feet along the common line between said Powell tract and said Daldav tract to the North line of that certain called 2.340 acre tract of land described in deed to the Town of Flower Mound recorded in Volume 4614, Page 1286 of the Real Property Records of Denton County, Texas;

THENCE South 88 degrees 32 minutes 15 seconds West, 828.31 feet along the North line of said Town of Flower Mound tract to the northerly Northwest corner thereof;

THENCE South 00 degrees 41 minutes 54 seconds East, 23.53 feet along the west line of said Town of Flower Mound tract to an angle point;

THENCE South 66 degrees 38 minutes 34 seconds West, 27.00 feet along the West line of said Town of Flower Mound tract to the West line of said Powell tract in the center of Donald Road and being on the East line of that certain tract of land described in deed to Peter P. Park, recorded in Clerk's File Number 93-24840 of the Real Property Records of Denton County, Texas;

THENCE North 00 degrees 56 minutes 46 seconds West, 1467.72 feet along the West line of said Powell tract and the center of said Donald Road and the East line of said Park tract, passing the Northeast corner thereof and the Southeast corner of said KDH Partners tract to the POINT OF BEGINNING and containing approximately 27.8 acres of land.

SAVE AND EXCEPT the following tracts of land:

BEING a 120,000 square foot tract of land situated in the Joseph Knight Survey, Abstract Number 692, Town of Flower Mound, Denton County, Texas, and being part of a tract of land described in deed to Elmer C. Powell, as recorded in Volume 2716, Page 721, Property Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a railroad spike found for the Northwest corner of said Powell tract, said point being at the approximate centerline intersection of Spinks Road, an asphalt road, and Donald Road, a gravel road;

THENCE South 00 degrees 20 minutes 50 seconds East, along the West line of said Powell tract and the approximate centerline of Donald Road, a distance of 345.00 feet to a 1/2-inch set iron rod with cap, (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE North 89 degrees 39 minutes 10 seconds East, departing said West line and said approximate centerline, a distance of 300.00 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 00 degrees 20 minutes 50 seconds East, a distance of 400.00 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 89 degrees 39 minutes 10 seconds West, a distance of 300.00 feet to a 1/2-inch set iron rod with cap for corner, said point being on said West line and said approximate centerline;

THENCE North 00 degrees 20 minutes 50 seconds West, along said West line and approximate centerline, a distance of 400.00 feet to the POINT OF BEGINNING and CONTAINING 120,000 square feet or 2.755 acres of land.

SAVE AND EXCEPT:

BEING 0.016 acres of land, more or less, out of the Joseph Knight Survey, Abstract Number 692 situated in the Town of Flower Mound, Denton County, Texas, same being a portion of that certain tract of land conveyed to Mae Powell and an undivided 0.71118 interest unto Elmer C. Powell, recorded in Volume 2716, Page 721 of the Real Property Records, Denton County, Texas, which 0.016 acres of land, is more particularly described as follows:

BEGINNING at 3/8 inch iron rod found in the North Right-of-Way of Lakeside Drive (a 120 foot Right-of-Way), and being a Southwesterly corner of said Powell tract;

(1) THENCE South 00 degrees 01 minute 58 seconds West, along a Westerly line of said Powell tract, a distance of 23.53 feet;

(2) THENCE South 67 degrees 22 minutes 26 seconds West, along the South line of said Powell tract, a distance of 27.00 feet to the West line of said Powell tract, and the Northeast corner of a tract of land conveyed as Right-of-Way to the Town of Flower Mound, as recorded in Volume 4589, Page 1430 of said Real Property Records;

(3) THENCE North 00 degrees 15 minutes 01 second West, along the West line of said Powell tract, a distance of 33.57 feet to a 5/8 inch iron rod set with plastic cap stamped "TNP";

(4) THENCE North 89 degrees 16 minutes 07 seconds East, a distance of 25.03 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT:

BEING 0.78 acres of land more or less, out of the JOSEPH KNIGHT SURVEY, Abstract Number 692 situated in the City of Flower Mound, Denton County, Texas, same being a portion of that certain tract of land conveyed to Mae Powell and an undivided 0.71118 interest unto Elmer C. Powell, recorded in Volume 2716, Page 721 of the Real Property Records, Denton County, Texas, which 0.78 acres of land is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with plastic cap stamped "TNP" in the West line of said Powell tract, and the East line of a tract of land conveyed to Westgold Realtors, Inc., recorded in County Clerk's File Number 93-R0019730 of said Real Property Records, and the South right-of-way line of Spinks Road;

THENCE North 0 degrees 15 minutes 01 second West, along the West line of said Powell tract, and along the East line of said Westgold Realtors tract, a distance of 39.77 feet to a point from which a railroad spike bears South 88 degrees 48 minutes 31 seconds West, a distance-of 1.73 feet in the South line of a tract of land conveyed to the Lewisville Independent School District, recorded in County Clerk's File Number 98-R23621, of said Real Property Records;

THENCE South 89 degrees 23 minutes 08 seconds East, along the South line of said Lewisville Independent School District tract, and the North line of said Powell tract, a distance of 846.96 feet to 5/8 inch iron rod set with plastic cap stamped "TNP";

THENCE South 0 degrees 26 minutes 07 seconds East, passing a 1/2 inch capped iron rod stamped "Brittain & Crawford" at 20.43 feet, continuing in all a distance of 40.07 feet to a 5/8 inch iron rod set with plastic cap stamped "TNP", in the East line of said Powell tract, and the West line of a tract of land conveyed to DALDAV Associates, Inc., recorded in County Clerk's File Number 99-R0111390 of said Real Property Records, and the South right-of-way line of Spinks Road;

THENCE North 89 degrees 23 minutes 34 seconds West, along said South right-of-way line, a distance of 558.52 feet to a 5/8 inch iron rod set with plastic cap stamped "TNP";

THENCE North 89 degrees 18 minutes 43 seconds West, a distance of 288.58 feet to the PLACE OF BEGINNING.

TRACT II:

BEING situated in the Town of Flower Mound, Denton County, Texas and being a strip of land out of the remainder of a 50.61 acre tract of land conveyed to Elmer C. Powell by deed recorded in Volume 2716, Page 721 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), said strip of land being herein described as a proposed variable width Permanent Right-of-Way Abandonment and being herein more particularly described by metes and bounds as follows:

COMMENCEING at a RR-Spike found in Spinks Road at the Northwest property corner of the said Powell Tract and at the Northeast property corner of a tract of land conveyed to KDH Partners Ltd. by deed recorded in Denton County Clerk's File Number (D.C.C.F. No.) 00-R0014467 of the R.P.R.D.C.T., said beginning point being on the South property line of a tract of land conveyed to R. Donald by deed recorded in Volume 476, Page 89 of the said R.P.R.D.C.T., said beginning point also being in the intersection of Spinks Road and Donald Drive;

THENCE, South 00 degrees 56 minutes 46 seconds East, with Donald Drive and along the West property line of the said Powell tract and the East property line of the said KDH Partners tract, 60.01 feet to the POINT OF BEGINNING, said beginning point being on the proposed South right-of-way line of future Spinks Road;

THENCE, East, along the said proposed right-of-way line of future Spinks Road, 31.85 feet to a point;

THENCE, South 00 degrees 37 minutes 52 seconds East, along a wire fence line, 1,362.45 feet to a 3/8 inch iron rod found on a South property line of the said Powell tract, said point being on the Northerly right-of-way of Lakeside Drive, being a 120 feet wide right-of-way dedicated by deed recorded in Volume 4614, Page 1288 of the R.P.R.D.C.T.;

THENCE, South 88 degrees 07 minutes 20 seconds West, along the said property line and right-of-way, 25.67 feet to a 1/2 inch iron rod set for corner, said point being the Southeast property corner of a tract of land conveyed to the Town of Flower Mound as "Tract II" by deed recorded in Volume 2559, Page 990 of the R.P.R.D.C.T.;

THENCE, North 00 degrees 45 minutes 34 seconds West, along the West property line of the said Powell tract, 402.27 feet to a 1/2 inch iron rod found in Donald Drive, said point being the Northeast property corner of a tract of land conveyed to Peter P. Stewart by deed recorded in D.C.C.F. No. 93-R0024840 of the R.P.R.D.C.T., said point also being the Southeast property corner of the said KDH Partners tract;

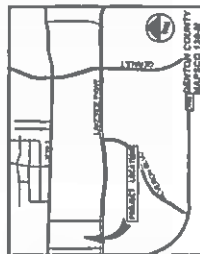
THENCE, North 00 degrees 56 minutes 46 seconds West, continuing along the said West property line of the Powell tract and along the East property line of the said KDH Partners tract, 961.11 feet to the POINT OF BEGINNING;

The proposed Permanent Right-of-Way Abandonment being herein described contains 0.8854 acres (38,566 square feet) of land.



HUNTINGTON
INDUSTRIAL PARTNERS

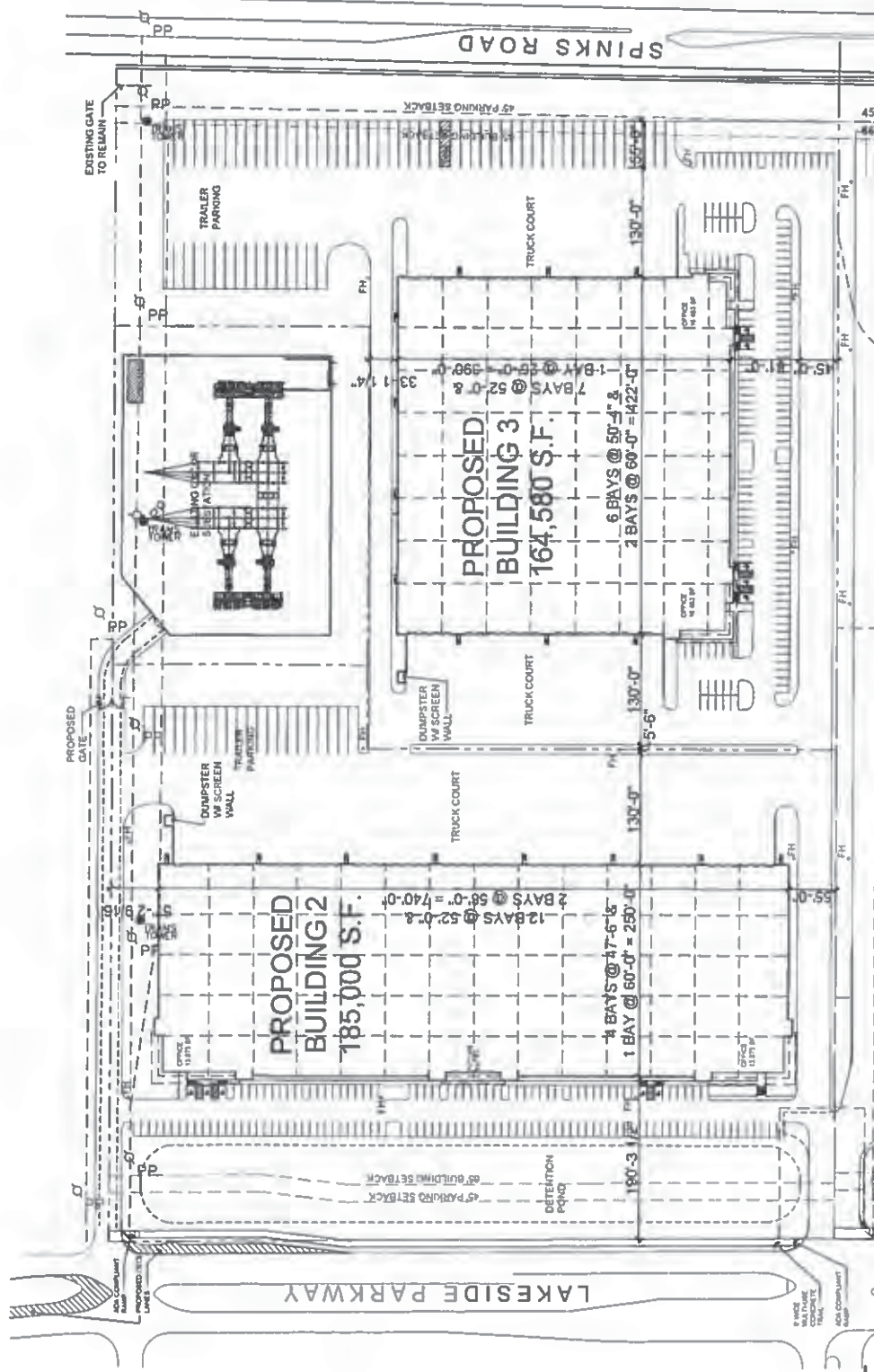
5950 Berkshire Lane, Suite 1250
Dallas, Texas 75225
972.951.9016



NEIGHBORHOOD MAP
(NOT TO SCALE)

GENERAL NOTES:

- 1 TURN DOWN CURBS, TRIMS, RETAINING WALLS TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- 2 ALL GROUND BASED HVAC SHALL BE SCREENED WITH ONE SCREENING OR EQUIVALENT FLOORING OR CURB. EXPOSED FLOORING OR CURB SHALL BE THE SAME MATERIAL AS THE MAIN BUILDING.
- 3 ALL ROOF-ACCUMULATED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
- 4 DAMPER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE CURBS OF THE MAIN BUILDING.
- 5 CURBS OF THE MAIN BUILDING SHALL BE THE SAME MATERIAL REQUIRED FOR A SEPARATE RETURN PERMIT.



PARKING TABULATIONS

185,000 SF = 15% OFFICE = 27,750 SF
185,000 SF = 65% WAREHOUSE = 120,250 SF
OFFICE PARKING 1,300 (27,750/2000) = 82.5
WH PARKING 1,200 (120,250/2000) = 78.6
TOTAL PARKING
20% REDUCTION
TOTAL PARKING REQUIRED
TOTAL PARKING PROVIDED

RIJI DING FEATURES

BLOG 2

- * 32" CLEAR HEIGHT
- * 1 STORY
- * 41/2" x 52" TYPICAL BAY SPACING
- * 46/9/10" O.H. DOCK DOORS
- * 12' TRAILER STORAGE
- * E.S.F. SPRINKLER SYSTEM
- * 1-5 WAREHOUSE LIGHTING

BLOG 3

- * 32" CLEAR HEIGHT
- * 1 STORY
- * 50.5" x 52" TYPICAL BAY SPACING
- * (35) 9/10" O.H. DOCK DOORS
- * (12) 12/14" O.H. DOORS
- * 12' TRAILER STORAGE
- * E.S.F. SPRINKLER SYSTEM
- * 1-5 WAREHOUSE LIGHTING

SITE PLAN



SITE DATA

SITE AREA	1,047,618 S.F./24.05 AC
BUILDING 2 AREA	165,000 S.F.
BUILDING 3 AREA	164,500 S.F.
TOTAL BUILDING AREA	349,500 S.F.

COVERAGE	33.4%
TOTAL PARKING REQUIRED	7773 SPACES
TOTAL PARKING PROVIDED	777 SPACES
TOTAL TRAILER STORAGE	67 STALLS

Huntington Industrial Group 10-Year Cost-Benefit Analysis

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Benefit	\$337,179.20	\$63,351.04	\$63,351.04	\$63,351.04	\$63,351.04	\$63,351.04	\$63,351.04	\$63,351.04	\$63,351.04	\$63,351.04	\$907,338.54
Cost	\$158,254.00	\$23,580.92	\$23,580.92	\$23,580.92	\$23,580.92	\$23,580.92	0	0	0	0	\$276,158.59
Net Benefit											\$631,179.95

- Assumptions
- Improvement Value

Land Value

Rollback Taxes

Impact fees

Building permit fees

Annual improvement revenue

Annual land revenue

50% abatement on improvements
- \$10,487,400

\$3,600,000

\$63,000

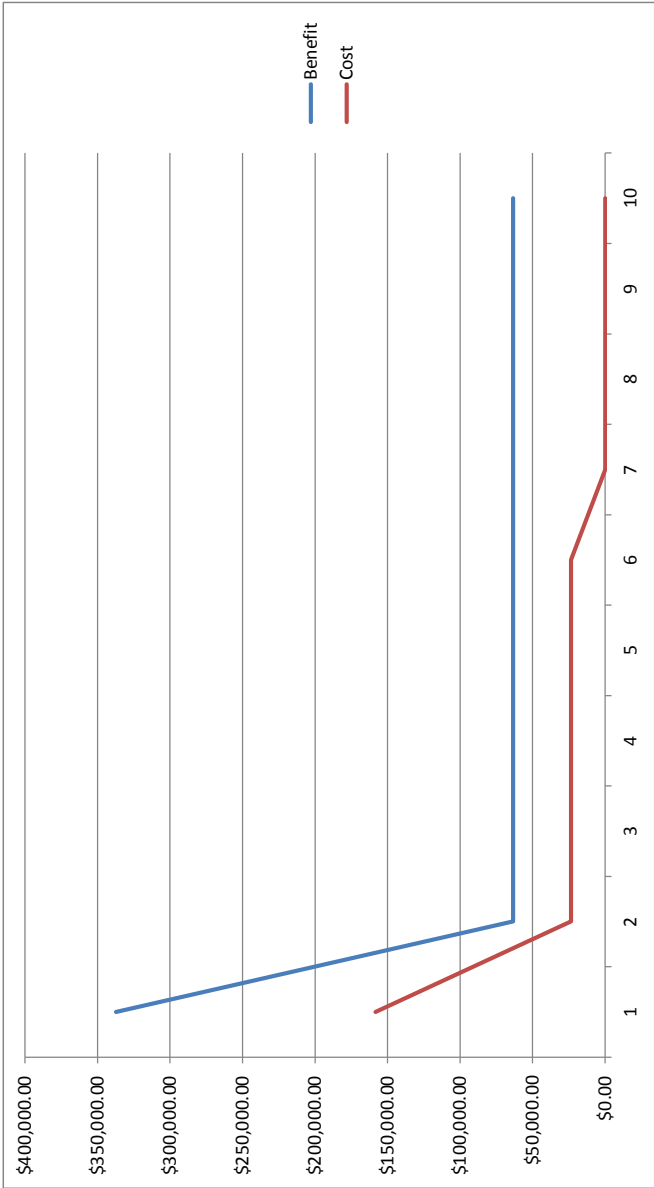
\$199,472

\$58,518

\$47,161.84

\$16,189.20

\$23,580.92





DATE: April 18, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider a request for a Development Plan (DP15-0011 – Southgate) to develop a residential subdivision. The property is generally located west and east of Gerault Road and north of Long Prairie Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 with 1 abstention at its April 11, 2016, meeting.)*

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

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

DRAFT MOTION: Move to approve a Development Plan (DP15-0011 – Southgate) to develop a residential subdivision.

**PLANNING AND ZONING COMMISSION
AGENDA ITEM NO: 4**

DATE: April 11, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider a request for a Development Plan (DP15-0011 - Southgate) to develop a residential subdivision. The property is generally located west and east of Gerault Road and north 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.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the application is to obtain design approval for 422 buildable, single family lots out of which 347 are single family attached residential lots and 75 are single family detached residential lots. Both types of lots within the development have distinct size and setback standards. The development plan includes both the Northwest and Northeast tracts within the Southgate development and contains approximately 78.69 acres of land. The proposed plan is in compliance with the Development Agreement for Southgate which limits the maximum number of single family residential units to 475 (See Attachment A(4)).

The Northwest Tract is located west of Gerault Road, within the SG-R2 subzone of the Southgate development and contains approximately 34.96 acres. The development plan depicts 261 attached and detached residential lots within this tract which is planned to be developed in two phases. The plan depicts approximately 9.28 acres of open space area comprising of general open space, landscape buffers, preserve area, pocket parks, neighborhood parks, and central park. The plan also depicts an amenity center with parking. Access to lots within the Northwest tract is provided from Gerault Road and Long Prairie Road.

The Northeast Tract is located east of Gerault Road, within the SG-R1 subzone of the Southgate development and contains approximately 17.1 acres. The development plan depicts 161 attached and detached residential lots within this tract which is planned as a future phase. The plan depicts approximately 3.8

acres of open space area comprising of general open space, landscape buffers, pocket parks and a neighborhood park. Access to lots within the Northeast tract is provided from Gerault Road.

The development plan depicts necessary easements and right-of-way dedications. The proposed subdivision is in compliance with the SG-R1 and SG-R2 subzone standards of the Southgate Planned Development (PD) district and applicable Town Code standards.

On September 21, 2015, the Town Council approved development plans (DP15-0008, DP15-0009, and DP15-0010) for the Northeast, Northwest and South Tracts to identify the different phases of development and to dedicate rights-of-way for median openings, turn lanes, and curb cuts along Long Prairie Road and Gerault Road.

On April 20, 2015, the Town Council approved a Master Plan Amendment (MPA14-0004) to change the land use from Campus Industrial uses to Campus Commercial uses on approximately 28 acres of land to allow the entire 108.3-acre Southgate development to fall under the same land use designation of Campus Commercial. On the same agenda, the Town Council also approved a zoning amendment (ZPD14-0006) to change the zoning from Planned Development District No. 47 (PD-47) with Commercial District-2 (C-2) and Industrial District-2 (I-2) uses to Planned Development District No. 134 (PD-134) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan (See Attachment A(3)).

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Ordinance No. 25-15
4. Southgate Development Agreement

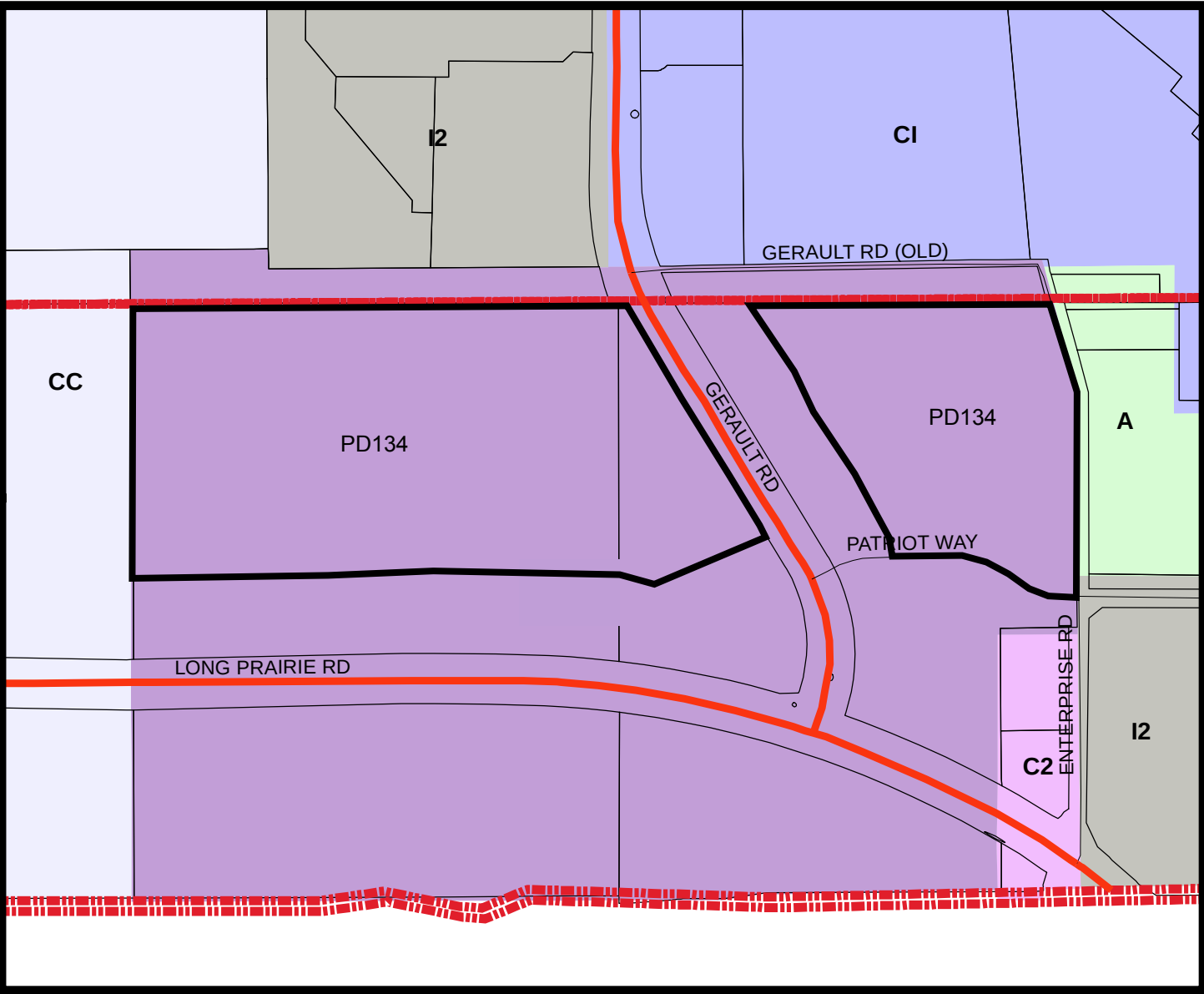
B. Application Details

1. Development Plan Package



Vicinity Map

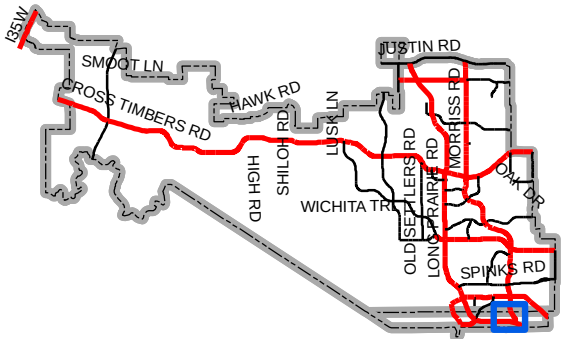
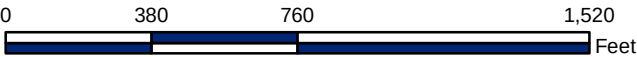
Reference Project: DP 15-0011



LEGEND

 Agriculture	 Industrial 2	 Commercial 2	 Campus Industrial	 Campus Commercial
--	--	--	---	---

 Subject Property



Map Location



**DOWDEY, ANDERSON
& ASSOCIATES, INC.**
CIVIL ENGINEERS

5225 Village Creek Drive
Suite 200
Plano, Texas 75093
972-931-0694
972-931-9538 Fax

April 06, 2016

Doug Powell
Executive Director of Development Services
Planning Division
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

RE: Southgate (DAA No.:14032)
Flower Mound, Texas

Dear Mr. Powell

On behalf of our client, Green Brick Partners, please accept this letter as our Letter of Intent to describe and explain the requested Development Plan.

On April 20, 2015, the Flower Mound Town Council approved a Master Plan Amendment and Zoning Change for a PD-134 per Ordinance No. 25-15. As you are aware, that zoning amendment divided the overall tract into several new and distinct Mixed Used zones.

Our proposed Development Plan is specific to and only within the ZONE SG-R2 and ZONE SG-R1 sub-zones. Furthermore, this Development Plan is only for the 34.964 acres west of Gerault Road and the 17.101 acres east of Gerault Road out of the overall approximately 78.69 acres within the approved PD-134. This Development Plan illustrates 347 single family attached residential lots, 75 single family detached residential lots, as well as a total of 19 HOA open space lots that comply with the ZONE SG-R2 and ZONE SG-R1 sub-zones standards described in Ordinance No. 25-15 and is submitted for the Town's review and subsequent approval. The total amount of HOA Open space provided within the Zone SG-R2 is ± 9.28 acres comprised of proposed general open space, buffer landscape area, the preserve area, pocket parks, neighborhood parks, and the central park. The total amount of HOA Open space provided within the Zone SG-R1 is ± 3.80 acres comprised of proposed general open space, buffer landscape area, pocket parks, and the neighborhood park.

This proposed Development Plan conforms to the Town's Development Code and we are not requesting any additional variances. We have provided for landscape buffers, future right-of-way dedications and a minimum of two points of access for safety considerations.

Please feel free to contact me should you have any questions regarding our request. Thank you.

Sincerely,



Traci Shannon Yost Kilmer
Planning Project Manager

Cc: Jed Dolson – Green Brick Partners; File;

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 25-15**

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 78.69 ACRES OF LAND SITUATED IN THE J. KNIGHT SURVEY, ABSTRACT NUMBER 692, AND APPROXIMATELY 28.69 ACRES OF LAND SITUATED IN THE J. TURNER SURVEY, ABSTRACT NUMBER 1251, FROM PLANNED DEVELOPMENT DISTRICT NO. 47 (PD-47) WITH COMMERCIAL DISTRICT-2 (C-2) AND INDUSTRIAL DISTRICT-2 (I-2) USES TO PLANNED DEVELOPMENT DISTRICT NO. 134 (PD-134) WITH BOTH NON-RESIDENTIAL AND RESIDENTIAL 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 78.69 acres of land situated in the J. Knight Survey, Abstract Number 692, and approximately 28.69 acres of land situated in the J. Turner Survey, Abstract Number 1251, have filed an application for a planned development district to change the zoning from Planned Development District No. 47 (PD-47) with Commercial District-2 (C-2) and Industrial District-2 (I-2) uses to Planned Development District No. 134 (PD-134) with both non-residential and residential uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on December 8, 2014, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 20, 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 Zoning Planned Development 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

ORDINANCE NO. 25-15**Page 2**

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 to establish a planned development district as shown below:

78.69 acres of land situated in the J. Knight Survey, Abstract Number 692, and 28.69 acres of land situated in the J. Turner Survey, Abstract Number 1251, Denton County and Tarrant County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 134 (PD-134) with both non-residential and residential uses.

SECTION 2

The development standards of the proposed Planned Development District No. 134 (PD-134), attached hereto as Exhibit "B," incorporated herein for all purposes allowed by law, are hereby approved as the development standards for this Planned Development District No. 134 (PD-134).

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. 134 (PD-134), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibit "B," 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

ORDINANCE NO. 25-15**Page 3**

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 9

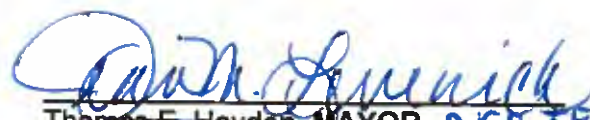
The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

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 4 TO 1, ON THIS THE 20th DAY OF APRIL, 2015.

APPROVED:


Thomas E. Hayden, MAYOR *pro tem*
JEAN Levenick

ATTEST:


Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

ORDINANCE NO. 25-15

Page 4


Bryn Meredith, TOWN ATTORNEY

ORDINANCE NO. 25-15

Page 5

Exhibit "A"
Description of Property



ORDINANCE NO. 25-15

Page 6

Exhibit "B"
Development Standards

SOUTHGATE
PLANNED DEVELOPMENT CODE
PD-134

FLOWER MOUND, TX

Submittal Date: April 16, 2015

A DEVELOPMENT BY
Beverly Development Corporation
P.O. Box 190746
Dallas, TX 75219

PLANNING BY
Roaring Brook Development Co.
3058 Lakeside Parkway
Flower Mound, TX 75022
817.706.8353

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

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SECTION 6	Parking Standards
SECTION 7	Architecture and Building Standards
APPENDIX	Environmental Exhibits

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 1

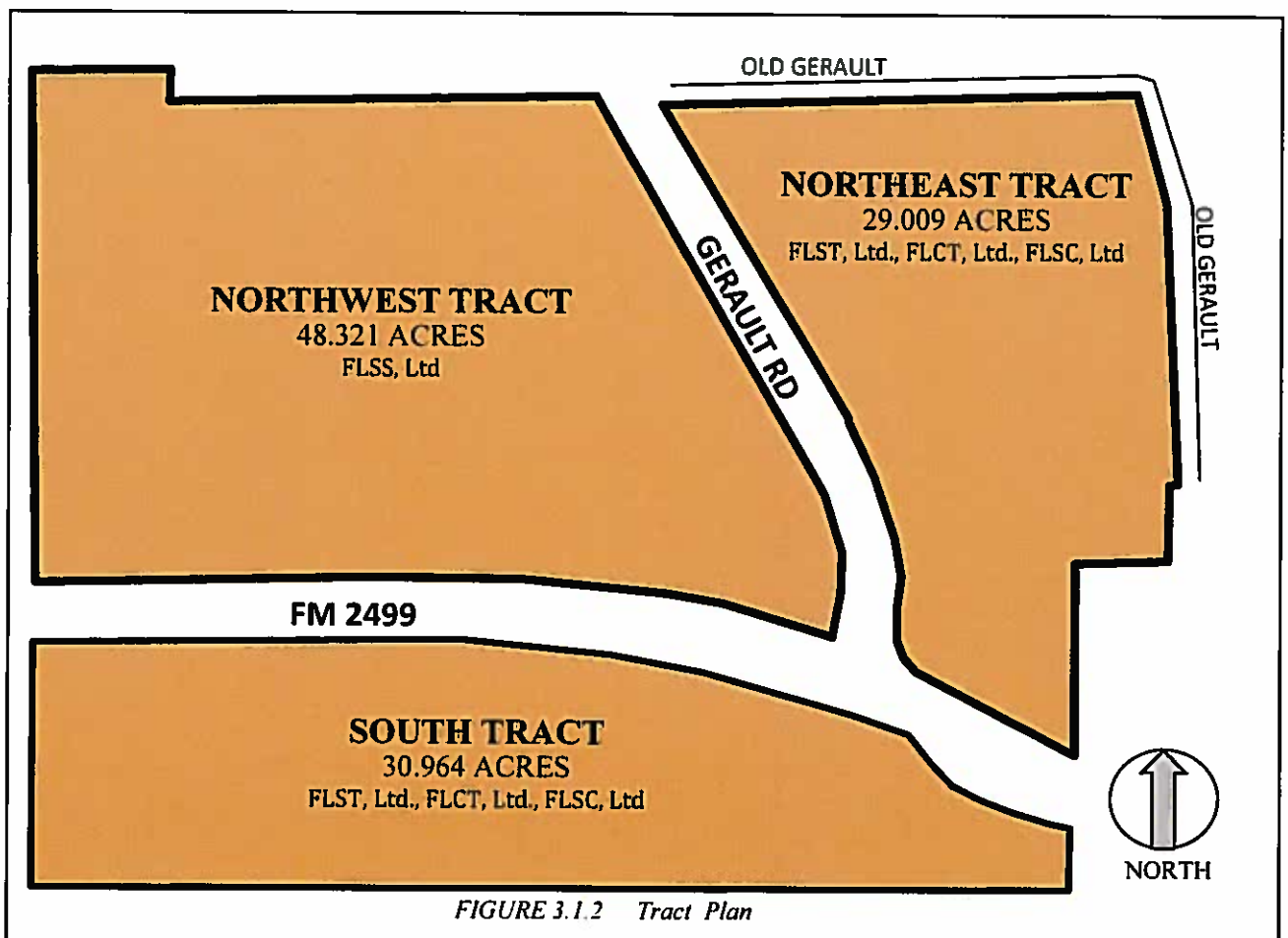
ADMINISTRATION

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 3

SECTION 1: Administration

- A. The Tract Plan (See Figure 1.1): The Tract Plan shows the three tracts within the Southgate Planned Development (PD 134) each tract under separate ownership. The Tracts are further subdivided into zones with applicable regulations specified in Section 3.
- B. Regulating Plan: The Regulating Plan and associated limits, is included in PD 134.
- C. Thoroughfare Plan: The Thoroughfare Plan and associated limits is included in PD 134.
- D. Concept Plan: The Concept Plan is included in PD 134.
- E. Development Plans: Development Plans shall be submitted for each Tract, separately or together. Within a Development Plan, the phases of development shall be identified. Current phases shall comply with Section 90-33 of the Code of Ordinances and future phases shall provide, at a minimum, the following information:
1. Preliminary water and sewer alignments and estimated sizes;
 2. Proposed public rights-of-way;
 3. Proposed vehicular ingress and egress;
 4. Proposed land uses;
 5. Proposed location and areas of public parks and open spaces;
 6. Proposed location and alignment of Town trails;
 7. Preliminary Drainage Plans.
 8. Subsequent phases shall update and revise the Development Plan.
- F. Site Plan: Site Plans shall only be required for current phases of development, not for future phases. Site Plans shall comply with the requirements of Section 82-33 of the Code of Ordinances.
- F. Record Plat: Record Plats shall only be required for current phases of development, not for future phases and shall comply with Section 90-93 of the Code of Ordinances.



SOUTHGATE DEVELOPMENT CODE
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SECTION 2

DEFINITIONS

SOUTHGATE DEVELOPMENT CODE

Flower Mound, TX

Words shall have the meanings defined in Sections 78-3 and 98-2 or as understood in general usage, except as defined below, or where the context indicates a different meaning.

ADMINISTRATIVE

- Concept Plan:** A plan encompassing the entire Planned Development area, showing boundaries, proposed thoroughfare alignments, proposed land uses, open space areas, and Town trail alignments.
- PD Boundary:** The boundary line defining the limit of PD-134 where it is adjacent to private property.
- Regulating plan:** A plan for adoption of zoning that establishes the location of component zones, establishes land uses and development standards.
- Zone:** An area within the Regulating Plan of PD-134 that specifies a specific set of development rules and standards as defined throughout PD-134.

BLOCKS

- Block:** An urban structure consisting of buildings, parking lots, sidewalks and streets, arranged concentrically, such that parking is surrounded by buildings and the buildings are surrounded by sidewalks, and sidewalks are surrounded by streets.
- Block Boundary:** A Block shall be bounded by a street right-of-way, a park or open space, or the PD boundary.
- Block Face:** The sum of all contiguous lot frontages on a single street, uninterrupted by streets, open spaces or the PD Boundary
- Block Area:** The sum of all lots within the block boundaries.
- Block Gap:** The space measured along the Block Face, between buildings that does not consist of open space
- Boundary, PD:** The limits of the area bounded by the legal description of PD-134

BUILDINGS

- Building Footprint:** The exterior wall perimeter of a building including all areas under roof.
- Building Area:** The total square feet of floor space within the outside dimensions of a building, including all floor levels under roof.

- Building GLA:** Gross Leasable Area within a building includes all area under roof demised for the exclusive use of a tenant, plus the proportional share of common areas.
- Commercial Standards:** Commercial Standards refer to the Ground Floor requirements for buildings as described in Section 7 of PD-134, not to building codes regulating health and safety.
- Facade:** Façade is the exterior face of the building fronting or oriented toward a street or roadway, excluding alleyways.
- Finish Floor Elevation:** The vertical measurement of the any floor relative to the vertical position of other floors and to adjacent elements such as the sidewalk, street, and parking lot
- Floor Area:** See Building Area
- Ground Floor:** The floor of a building which contains the primary entrance and exit nearest to the exterior grade level for pedestrian access.
- Ground Floor Elevation:** The vertical measurement of the Ground Floor relative to the vertical position of adjacent elements such as the sidewalk, street, and parking lot.
- Glass Area:** The area of glass and its supporting frame that meets the standards identified in Section 7 of PD 134.
- Primary entrance:** The primary entrance is the main or principal pedestrian entrance of all buildings (except outbuildings). For buildings fronting a street, the primary entrance is the entrance designed for access by pedestrians from the sidewalk. This is the principle principal architectural entrance even though day-to-day residential access may be via a secondary entrance associated with a garage, driveway or other vehicular use area.
- Sign Band:** The portion of a building façade, above the first floor glass area, devoted to signs indicating the names or marks of the businesses occupying the tenant spaces.
- Sign, on-Premise:** An On-Premise Sign refers to any business within PD Boundary of PD-134

LOTS

- Building line:** See "Setback"
- Build-to Line:** Means a line parallel or approximately parallel to the street line or property line, at a specified distance therefrom, establishing the defined distance from the street line or property

SOUTHGATE DEVELOPMENT CODE

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line that a building may be erected. Compare to *Setback*.

Lot line, front: Means any lot line adjacent to a street or public access easement.

Lot line, rear: Means any lot line opposite a front lot line and not adjacent to a street or public access easement.

Lot Depth: The average distance between the front lot line and the rear lot line

Setback means a line parallel or approximately parallel to the street line or property line, at a specified distance therefrom, establishing the minimum distance from the street line or property line that a building may be erected. Compare to *Build-to-line*.

Street Frontage: The side of a lot facing or abutting a street or public park

OPEN SPACE

Buffer, Landscape: Areas of land parallel to streets or to adjacent land uses, and abutting a property line, set aside to provide visual screening through the use of landscaping or fences or both.

Detention Area: A class of floodplain that is specifically designed to store storm water above grade temporarily.

Floodplain: A class of open space, through design or designation, set aside to accept and temporarily store storm water above grade. May also be used as a Park or other Open Space.

Open Space: Any outdoor area generally without buildings or parking, except as an accessory use.

Open Space, Public: A class of Open Space that is regularly open to the general public. Public Open Space may be owned and operated either publicly or privately.

Open Space, General: A class of Open Space that meets the standards identified in PD-134, Table 5.1.

Open Space, Private: Private common open space means a privately-owned outdoor or unenclosed area, located on the ground or on a roof, balcony, deck, porch, or terrace, which is designed and accessible for outdoor living, recreation, pedestrian access, or landscaping, and intended for use by the residents, employees, and/or visitors to a development.

Open Space, Personal Private: Private personal open space means a privately-owned outdoor or unenclosed area, located on the ground or on a roof, balcony, deck, porch, or terrace, which is designed and accessible for outdoor living, recreation, pedes-

trian access, or landscaping, and intended for use solely by the individual residents of a condominium or multi-family dwelling unit

Park: A park is a type of Open Space that is designed mainly for unstructured recreation. A park consists of areas of turf, trees, paths, trails, and park furnishings.

Plaza: A plaza is an open space available for civic purposes and commercial activities. A plaza is bounded by buildings and streetscape and consists primarily of pavement with trees being optional. Plazas can be wider sidewalks or extensions of sidewalks for the purpose of providing outdoor seating for restaurants and cafes.

Preserve: An open space reserved for land that is intended for conservation. It consists of areas in the flood plain, woodlands, creeks, water bodies, steep grades, and other environmentally sensitive lands.

Trail: A continuous route for pedestrians, equestrians, or bicycles, and may be paved or unpaved.

Trail, Town: A continuous route for pedestrians or bicycles, at least 8 feet in width, and paved in concrete.

PARKING

Parking, Carport A roofed structure open on at least one side and used or designed to be used for the storage of one or more vehicles at or near the same elevation as the adjacent driveway, alley, or parking lot.

Parking Deck (Structured Parking): A building containing multiple stories, either above or below grade, for the purpose of storing vehicles.

Parking Garage: An enclosed space, or portion of a building to store vehicles at or near the ground floor level.

Parking Lot: An area within a lot, to store multiple vehicles

Parking Space: A paved area to store one vehicle

STREETS AND STREETScape

Alley: A space or thoroughfare that affords secondary means of access to a lot. Lot lines adjacent to alleys, alley easements, or alley rights-of-way do not constitute frontage.

Median: The portion of the street, between the travel lanes of opposite direction, devoted to landscaping.

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Parking Lane: The portion of the street devoted to on-street parking.

Parking, On-street: A lane within the Street devoted to the storage of vehicles.

Pedestrian Easement: A continuous area on private land, parallel to and adjacent to the street, permitting public access for pedestrians.

Porch Space: An area between the Build-to Line or the Setback line and the Property Line that permits portions of the building, such as porches, to encroach into the setback area.

Streetscape: Streetscape includes all improvements in a public right-of-way or private easement between the street curb and the Building Façade. Improvements include sidewalk, street trees, street lights, signage, and furnishings such as benches, trash receptacles, drinking fountains, bike racks, etc.

Travel Lane: The portion of the street devoted to moving vehicles.

(Tree) Parkway: The continuous landscaped area located within the Pedestrian Easement, between the sidewalk and the street curb, devoted to trees.

Tree Space: The portion of the Pedestrian Easement, adjacent to the street curb, devoted to trees

Tree Well: A location for a tree within the Tree Space, limited in area, for one tree.

USES

Hotel: A building or group of buildings designed and occupied as a temporary abiding place of individuals containing a minimum of 12 individual guestrooms or units and shall furnishing customary hotel services.

Hotel Full-service: A Hotel containing a minimum of 100 guest rooms, a ground floor lobby, a full service restaurant, a lounge or bar, and exercise facilities.

Hotel Select Service: A Hotel containing a minimum of 50 guest rooms, a ground floor lobby, a lounge or bar, and exercise facilities. Guestrooms may not occupy more than 50% of the ground floor within the building.

Hotel Limited Service: A Hotel containing a minimum of 25 guest rooms and a reception desk.

Live-work unit: A live-work unit is a dwelling unit that is also used for work purposes, provided

that the 'work' component is restricted to the uses under 3,000 SF and is located on the street level. The 'live' component may be located on the street level (behind or beside the work component) or any other level of the building.

Mixed Use Building: A Building with residential or non residential uses on the second floor and above, with a ground floor limited to general office, medical office, parking, restaurant, and retail.

Multifamily unit: A dwelling unit located within a building that is used only for residential occupancy.

Office Flex: Office space with ancillary warehouse space which shall not exceed eighty eight percent of the gross building square footage.

Restaurant, Full-service: Full-service restaurants provide food services to patrons who order and are served while seated and pay after eating. They may provide this service in combination with selling alcoholic beverages, providing takeout services, and may provide meals for take-out.

Restaurant, fast food: An establishment where the principal business is the sale of food and beverages in a ready-to-consume state and where the design or method of operation includes any service to a customer in a motor vehicle, other than an establishment classified as a drive-in restaurant.

Residential loft: Residential loft is a residential unit located on the second floor or above, where the street level ground floor is used for non-residential occupancy.

Residential Occupancy: Space used for human habitation.

Single-family residential, detached dwelling unit: A single-family detached residential unit is a free-standing building on an individual lot or tract of land intended for occupancy by one family.

Single-family residential, attached dwelling unit: A single-family attached residential unit is a building on an individual lot intended for occupancy by one family that shares one or more common walls with similar adjacent units, also on individual lots.

Shooting Range (Indoor): An enclosed and conditioned building containing an enterprise offering to the general public, for a fee or a charge, a place to practice the discharge of fire arms or to practice archery, and may include retail sales, and related training and educational facilities.

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 3

ZONE STANDARDS

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 3

SECTION 3: ZONE STANDARDS

SUBSECTION 3.1: General Standards Applicable to All Zones

- A. General: The following tables and illustrations identify general regulations for all zones within the Southgate Planned Development. Additional Regulations specific to each zone are found in the following Sections and subsections.
- B. Town Manager or his designee may approve increases or reductions beyond the minimum and maximum areas depicted in Section 3 "Zone Standards" of Table 3.2. Staff denial of a requested increase or reduction to the size of a Zone may be appealed to the Town Council.
- C. Town Manager or his designee shall interpret all definitions, terms, standards, text and statements within Planned Development 134 that are not already listed or defined in the Town Code to the best of their ability. Any disputes or disagreements resulting from said interpretations may be appealed to the Town Council.
- D. Regulating Plan (See Figure 3.1): The Regulating Plan shows the Zones within the Southgate Planned Development (PD 134). The Zones are subject to regulations governing the following aspects of the development:
 1. Minimum and maximum areas permitted within each zone;
 2. Permitted Uses within each zone;
 3. Maximum and minimum residential and commercial uses;
 4. The primary street network of required streets.
 5. Open Space, Park and Trail requirements specific to each zone;
 6. Streetscape and building façade restrictions specific to each zone;
 7. Parking on-street, off-street and garage parking restrictions;
 8. Other restrictions that may affect the land use, character or aesthetics of each zone.
- F. If conflicts exist between the rules and standards in PD-134 and the Town's Land Development Regulations, PD-134 shall govern. If conflicts exist between PD-134 and a Developer Agreement between the Applicant the Town, the Developer Agreement shall govern.

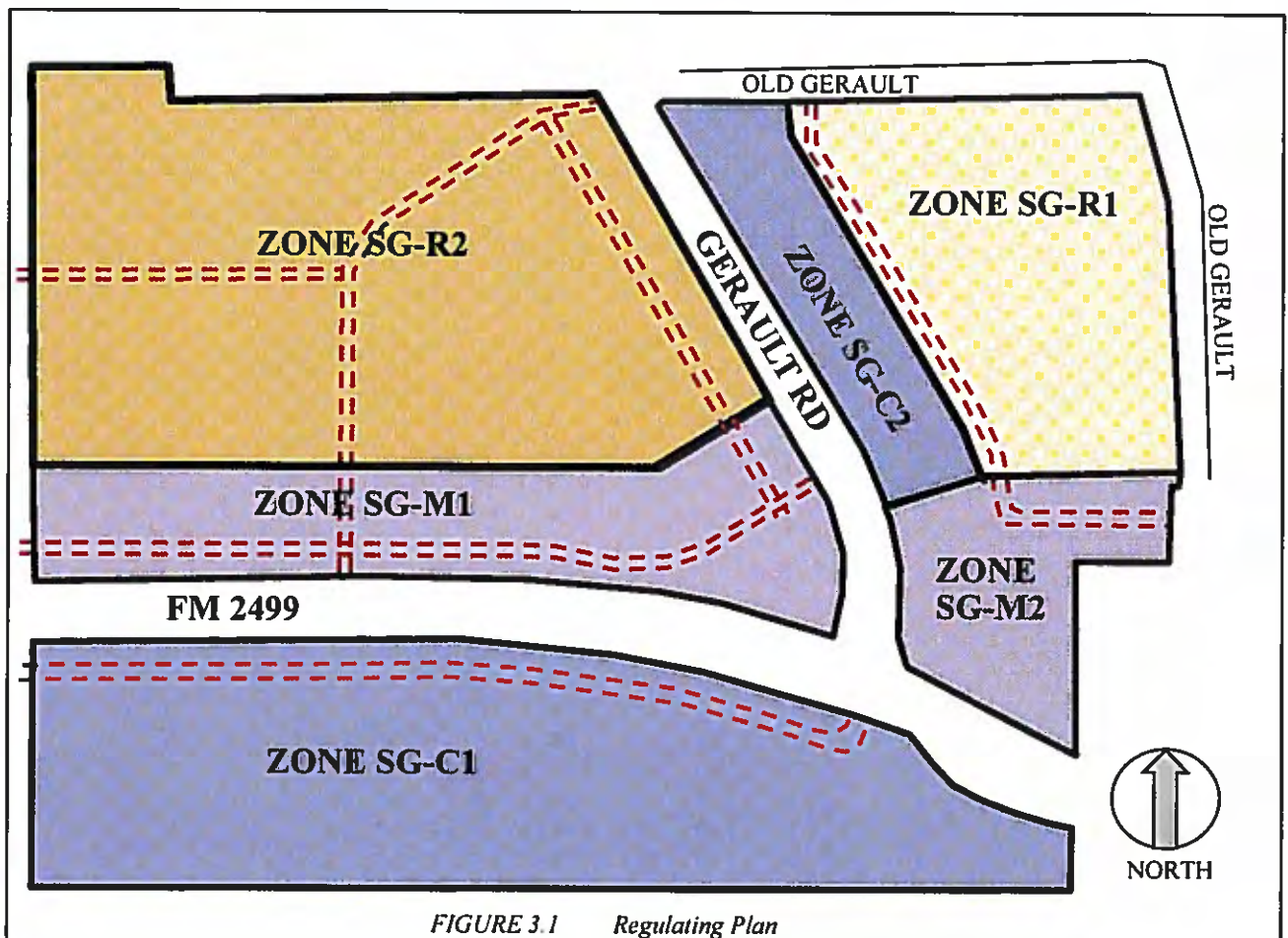


FIGURE 3.1 *Regulating Plan*

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 3

TABLE 3.1 PERMITTED USE TABLE	Use Status					
Land Use Category	SG-R1	SG-R2	SG-M1	SG-M2	SG-C1	SG-C2
Commercial Uses (Office, Retail, and Service Uses)						
Retail sales or service (excluded from this category are retail sales and services establishments geared towards automobiles & gas stations.)	NP	P	P	P	P	P
Retail sales or service establishments geared towards the automobile (including gas stations)	NP	NP	NP	NP	NP	NP
Finance, insurance, and real estate establishments including banks, credit unions, real estate, and property management services.	NP	P	P	P	P	P
Offices for business, professional, and technical uses such as accountants, architects, lawyers, doctors, etc.	NP	P	P	P	P	P
Office Flex	NP	NP	NP	NP	P	P
Restaurant, Full Service	NP	P	P	P	P	P
Restaurant, Fast Food	NP	NP	NP	SUP	SUP	SUP
Drive-through businesses such as banks	NP	NP	SUP	P	P	P
Arts, Entertainment, and Recreation Uses						
Fitness, recreational sports, gym, or athletic club	P	P	P	P	P	SUP
Games arcade establishments	NP	SUP	P	P	P	P
Assembly Hall	NP	SUP	P	P	P	SUP
Museums and other special purpose recreational institutions	NP	P	P	P	P	P
Parks, greens, plazas, squares, environmental preserves,	P	P	P	P	P	P
Art, antique, furniture or electronics repair, or fabrication	NP	SUP	SUP	SUP	SUP	SUP
Amusement & Recreation	NP	NP	SUP	SUP	P	SUP
Shooting Range	NP	NP	NP	SUP	SUP	SUP
Residential Uses						
Home occupations	P	P	P	P	NA	NA
Live/work units	NP	P	NOTE 1	NOTE 1	NP	NP
Residential Lofts (Residential on 2ND Floor and above)	NA	P	P	P	NP	NP
Multifamily Units (Residential Ground Floor and above)	NP	P	NP	NP	NP	NP
Age-restricted dwelling units	P	P	NOTE 1	NOTE 1	NP	NP
Assisted Living Dwelling Units	NP	P	NOTE 1	NOTE 1		
Single-family residential attached dwelling unit (Townhomes)	P	P	NP	NP	NP	NP
Single-family residential detached dwelling unit	P	P	NP	NP	NP	NP

P = Permitted use; NP = Not Permitted; SUP = Special Use Permit; NA = Not Applicable

NOTE 1: The residential component shall be located on the 2nd floor or above.

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 3

TABLE 3.1 PERMITTED USE TABLE	Use Status					
Land Use Category	SG-R1	SG-R2	SG-M1	SG-M2	SG-C1	SG-C2
Educational, Public Administration, Health Care and Other Institutional Uses						
Business associations and professional membership organizations	NP	P	P	P	P	P
Child day care and preschools	NP	SUP	SUP	SUP	SUP	SUP
Schools, libraries, and community halls	NP	NP	NP	P	P	P
Universities and colleges	NP	P	P	P	P	P
Hospitals	NP	P	P	P	P	P
Civic uses	NP	P	P	P	P	P
Social and fraternal organizations	NP	P	P	P	P	P
Public safety facilities	NP	P	P	P	P	P
Religious institutions	P	NP	P	P	P	P
Other Uses						
Model homes, attached and detached, for sales and promotion	P	P	NP	NP	NP	NP
Full-service hotels	NP	P	P	P	P	P
Select Service Hotels	NP	P	P	P	P	P
Limited Service hotels	NP	SUP	SUP	SUP	SUP	SUP
Outdoor temporary removable displays and sales for fairs, festivals and other special events held in public spaces	P	P	P	P	P	P
Outdoor vendor sales, Temporary	NP	P	P	P	P	P
Parking, surface	NP	P	P	P	P	P
Parking, structured	NP	P	P	P	P	P
Sales from kiosks	NP	SUP	P	P	P	P
Veterinary Hospital (indoor pens only)	SUP	SUP	SUP	SUP	SUP	SUP
Information centers	P	P	P	P	P	P
Cell and communication towers	NP	NOTE 2	NOTE 2	NOTE 2	NOTE 2	NOTE 2

P = Permitted use; NP = Not Permitted; SUP = Special Use Permit; NA = Not Applicable

NOTE 2: Cell towers are permitted provided they are co-located on building towers or roof structures using Stealth Design Standards, in accordance with Flower Mound Code of Ordinances

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 3

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

	SG-R1	SG-R2	SG-M1	SG-M2	SG-C1	SG-C2	TOTAL	
SECTION 3: Zone Standards								
Estimated Area (acres)	15.6	33.4	14.9	7.0	30.9	6.3	108.1	
Minimum Area	0	25	10	4	30	5		
Maximum Area	19	35	25	10	31	25		
Maximum Dwelling Units	Total of all zones may not exceed 475 dwelling units							475 Maximum
Block Standards								
Block Dimensions								
Maximum Length of Block Face	800'	800'	800'	NA	NA	800'		NOTE 1; NOTE 5
SECTION 4: Thoroughfare Standards								
See Section 4 for specific vehicular and pedestrian thoroughfare standards								
SECTION 5: Open/Civic Space Standards								
Minimum Open Space: %	10%	10%	5%	5%	5%	5%	7.27%	NOTE 3; NOTE 4
Surplus open space area in any zone may be applied to required minimum areas in other zones								
Minimum Park Amenities	(Numbers below represent parks or portions of parks defined in Section 5)							
CENTRAL PARK	0	0	1	0	0	0	1	
NEIGHBORHOOD PARK	1	1	0	0	0	0	2	2 Pocket Parks= 1 Neighborhood Park
POCKET PARK	1	1	0	1	0	0	3	2 Pocket Parks= 1 Neighborhood Park
LINEAR PARK	0	0	0	0	0	0	0	
PRESERVE	0	1	0	0	0	0	1	
PLAZA	0	0	0	0	0	0	0	
BUFFER FRONT	0	0	1	1	1	1	4	
BUFFER REAR	0	0	0	0	0	0	0	
GENERAL OPEN SPACE	0	0	0	0	0	0	0	
TOTALS	2	3	2	2	1	1	11	
SECTION 6: Parking Standards								
On-street Parking								
Parallel	P	P	P	P	P	P		
Angled	NA	P	P	P	P	P		
Parking Lane Width								
Parallel	8	8	8	8	8	8		Back of Curb to Travel Lane
Angled	18	18	18	18	18	18		Back of Curb to Travel Lane
Off-Street Parking								
Mandatory cross-access easement required	no	no	yes	no	yes	yes		
Min Parking Stall	9 x 18	9 x 18	9 x 18	9 x 18	9 x 18	9 x 18		
Drive Aisle width	NA	24'	24'	24'	24'	24'		
Off Street Loading	Shall comply with Section 82-83 of the Town LDR							
Screening	Shall comply with Division 3 Article V of the Town LDR Land							
Landscaping	Shall comply with Division 2 Article V of the Town LDR							
Lighting	Shall comply with Section 82-275 of the Town LDR							

Note 1: The minimum and maximum Block Face dimension shall be measured as the continuous lot frontage, uninterrupted by streets or open space.

Note 2: Turning radii shall be the smallest radius approved by the Public Works Department

Note 3: Open Spaces shall be dedicated to to a Property Owners' Association for maintenance

Note 4: See Open Space Standards for definitions of qualifying Open Space

Note 5: See additional restrictions in the individual Zone Standards

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 3

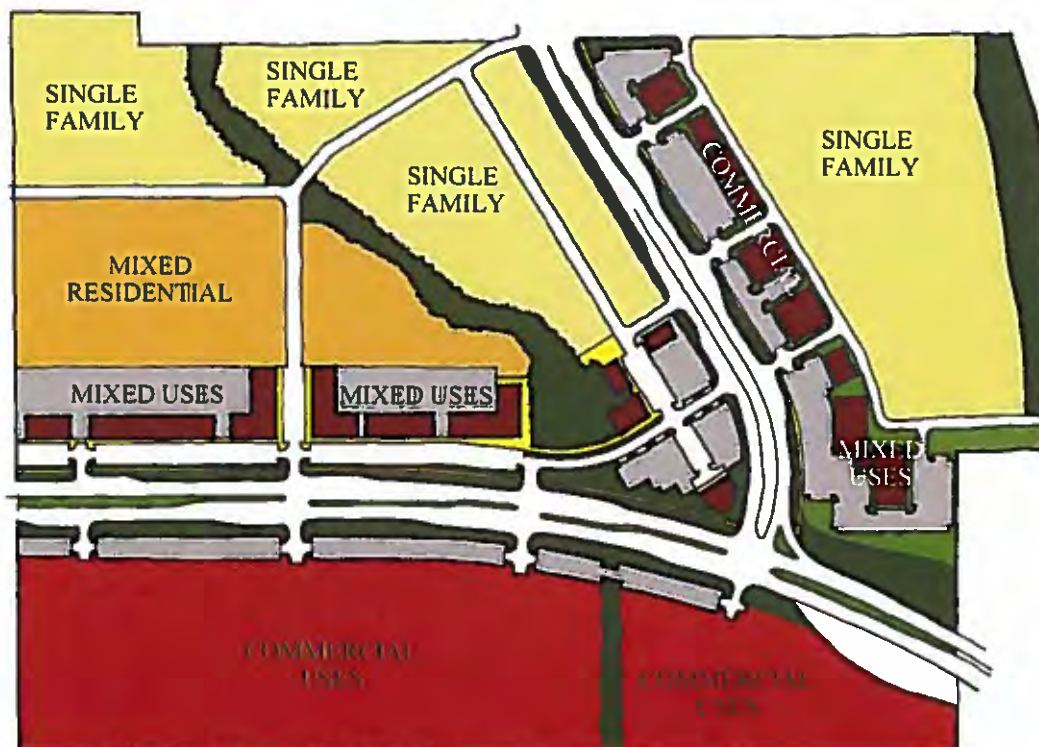
TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

	SG-R1	SG-R2	SG-M1	SG-M2	SG-C1	SG-C2	TOTAL
SECTION 7: Building Standards							
Ground Floor Requirements							
Built to commercial standards: See Section 7	NA	P	R	R	R	R	
Residential occupancy on ground floor	P	P	NP	NP	NP	NP	
Residential occupancy on upper floors	P	P	P	P	NP	NP	
Building Height							
Minimum Height	1 Story	1 Story	1 Story	1 Story	1 Story	1 Story	
Maximum Height	3 Stories	4 Stories	10 Stories	10 Stories	4 Stories	4 Stories	
Set Backs							
	Note 5	Note 5	Note 5	Note 5	Note 5	Note 5	

P=PERMITTED R=REQUIRED NP=NOT PERMITTED NA=NOT APPLICABLE

- Note 1: The minimum and maximum Block Face dimension shall be measured as the continuous lot frontage, uninterrupted by streets or open space.
 Note 2: Turning radii shall be the smallest radius approved by the Public Works Department
 Note 3: Open Spaces shall be dedicated to a Property Owners' Association for maintenance
 Note 4: See Open Space Standards for definitions of qualifying Open Space
 Note 5: See additional restrictions in the individual Zone Standards

G. CONCEPT PLAN



Illustrative Concept of the proposed land use is an example of the possible build-out of the subject property under the proposed zoning. The illustrative concept is not regulatory, and the final build-out may differ from the illustration.

Figure 3.1.2 Concept Plan

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 3

SUBSECTION 3.2: STANDARDS : ALL ZONES

A. GENERAL

1. Each of the designated Zones has standards that define the appearance, character, and function of the site and buildings. These rules not only include the setbacks, height limits and coverage ratios, but also the relationship of the urban block structure to the open spaces and to the parking. There are certain measures that are common across multiple zones and the definitions of those measures are indicated below.
2. Each Subsection is divided into General; Streetscape; Lot; Block; and Zone regulations. The following **STREETSCAPE STANDARDS**, **LOT STANDARDS**, and **BLOCK STANDARDS** define the measures that are regulated within each Zone.
3. Blocks are defined primarily by the street grid. In the Southgate Planned Development, the block is bounded by streets, by the designated parks and open spaces, and by the limits of the Planned Development 134 zoning.
4. Each Zone may have specific development requirements, and those would be identified in the Zone regulations subsection.
5. See Section 2 for Definitions.

B. STREETSCAPE STANDARDS AND COMPONENTS

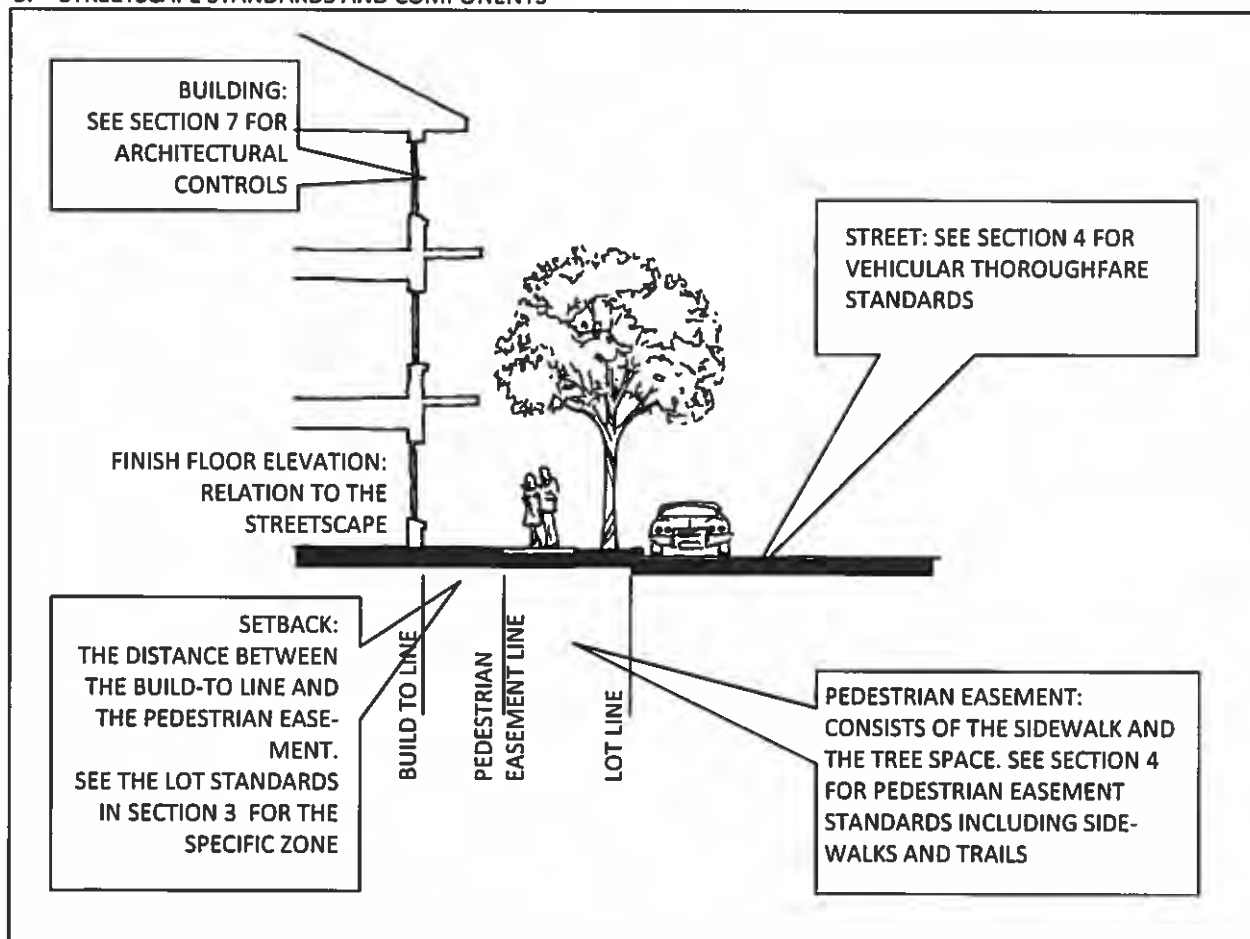


FIGURE 3.2.1 Standard Streetscape Components

C. LOT STANDARDS

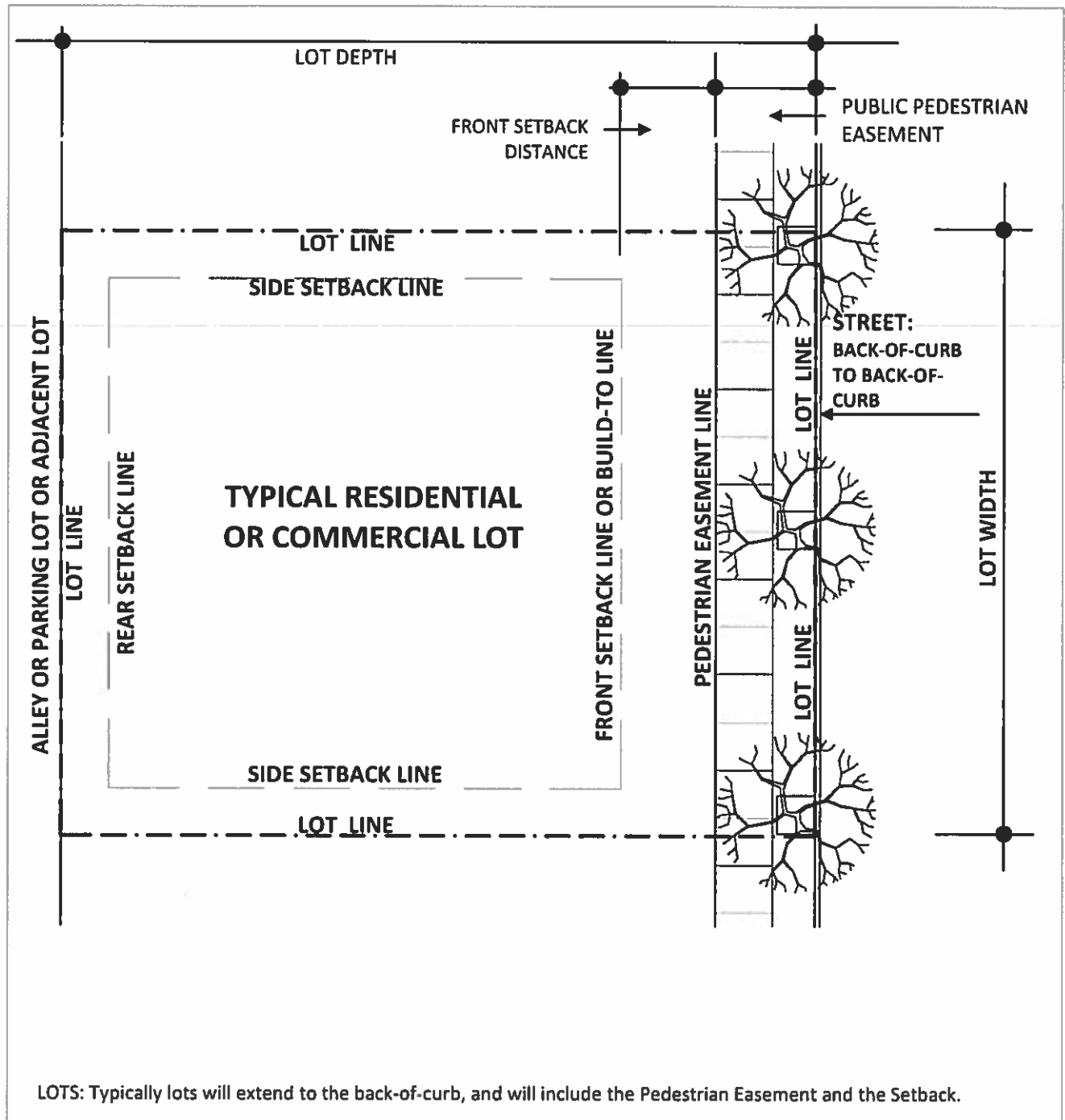


FIGURE 3.2.2 Typical Lot Components

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 3

D. BLOCK STANDARDS

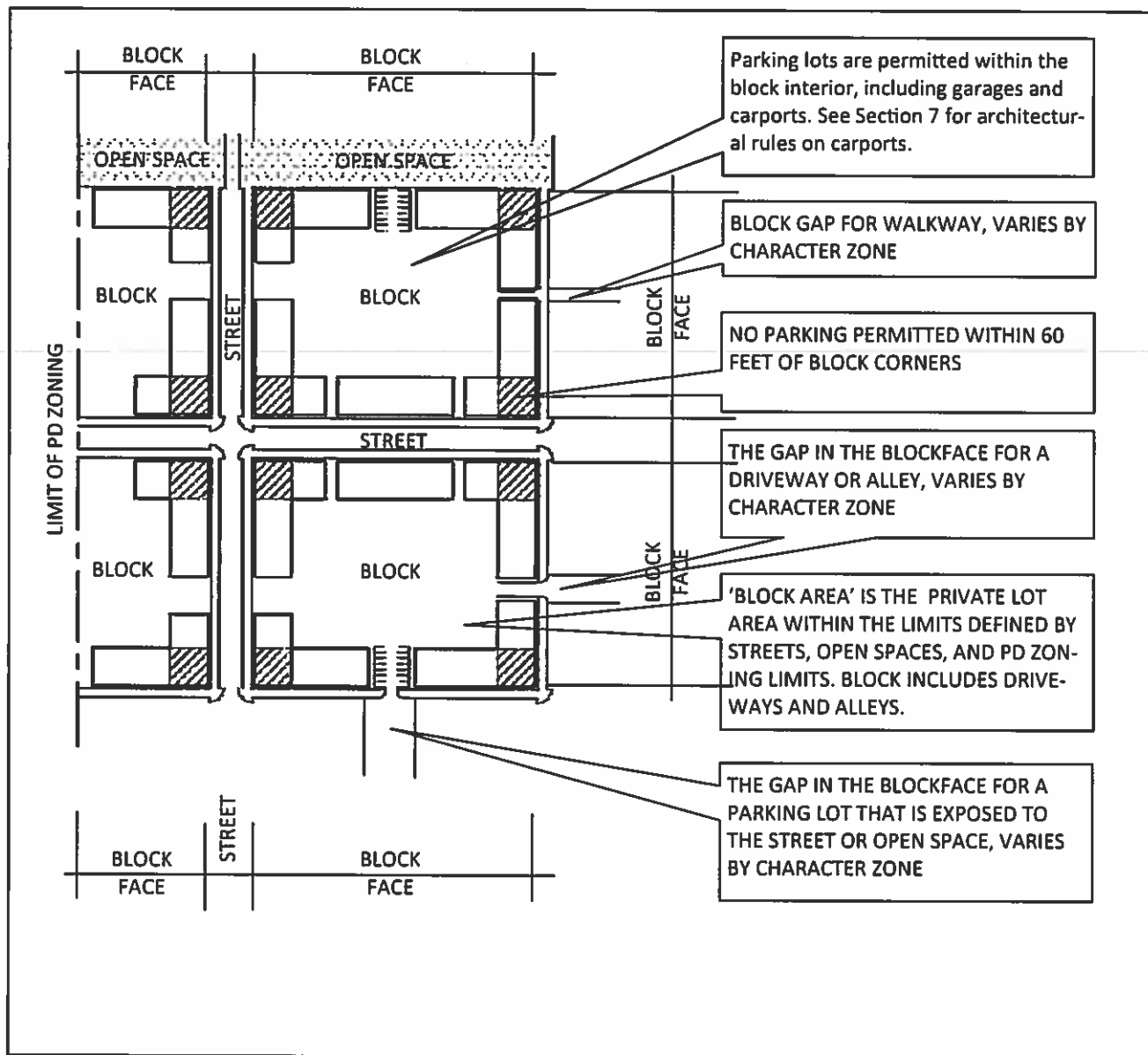


FIGURE 3.2.3 Typical Block Components

E. ZONE STANDARDS: See Subsections 3.3 through 3.9

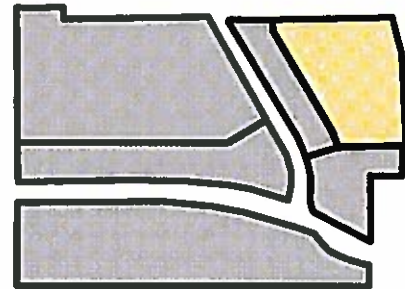
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SECTION 3

SUBSECTION 3.3: STANDARDS FOR SG-R1 ZONE

A. GENERAL

1. Zone SG-R1 is bounded by Old Gerault Road on the eastern and northern boundaries and by Zone SG-C2 on the western boundary, and by Zone SG-M2 on the southern boundary.
2. See Table 3.1 for Land Use restrictions.
3. See Table 3.2 for Area restrictions



B. SG-R1 STREETSCAPE STANDARDS

1. Tree space: Conform to Pedestrian Easement 1 (See Section 4)
2. Sidewalk: Conform to Pedestrian Easement 1 (See Section 4)
3. Setback / Build-to line: Conform to Lot Standards, Section 3.3.C.
4. Porch Space: The porch and other elements may project into the setback. See Lot Standards for specific distances. A porch or portico is required for each lot.
5. Finished Floor Elevation: The minimum finished floor elevation shall be at least 12 inches above the highest point of the curb fronting the lot, but may not exceed 36 inches. A stair landing does not qualify as a finished floor.
6. Roadway Types: See Block Standards for permitted roadway types.
7. Trees: All trees on any Block Face shall be of the same species.

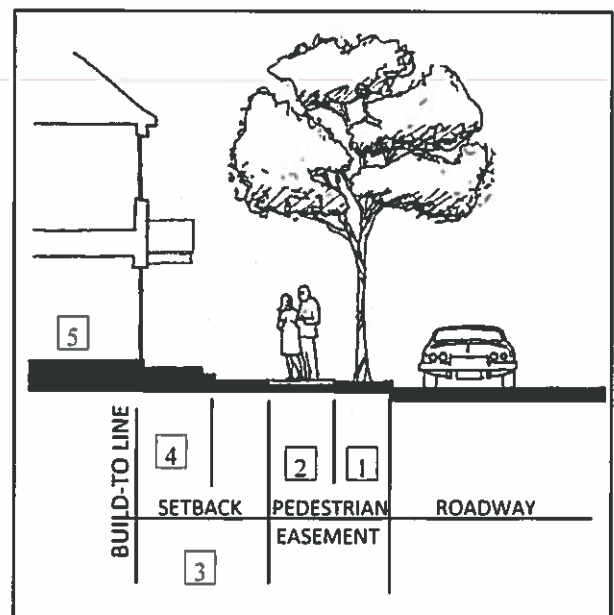


FIGURE 3.3.1 SG-R1 Streetscape Components

C. SG-R1 LOT STANDARDS

1. On lots with side setbacks less than 5' in width, lots shall include an easement for maintenance of the neighboring lot and for encroachment of foundation and roof overhang.
2. On corner lots, side setback shall equal front setback of the same lot.
3. Locate mechanical equipment where it will be least visible from the street, on the side or rear of the lot, or on the roof. Where it is visible from the street, it shall be screened with landscaping. If on the roof it shall be screened architecturally.
4. Driveway depth shall be 18' minimum from alley or street.
5. Driveway width shall be 18' maximum.
6. Wood privacy fencing may extend up to 50% of the lot depth along the side property line. Open iron fencing may extend the length of the side yard to the front setback line.
7. A front walkway is required and shall connect to the sidewalk, or trail.
8. Alleys must maintain a minimum of 20' between the street curb and the first driveway.
9. Townhome common wall maintenance shall be addressed in the deed restrictions.

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SECTION 3

D. SG-R1 LOT STANDARDS: SINGLE FAMILY DETACHED AND ATTACHED

Table 3.3.2 Lot Standards

LOT STANDARDS	DETACHED	ATTACHED
MIN WIDTH	30'	22'
MIN DEPTH	80'	80'
MIN AREA	2400 SF	1760 SF
MAX COVERAGE	90%	100%
FRONT BUILD-TO LINE	8' Min 20' Max	8' Min; 15' Max
MINIMUM SIDE SETBACK	4' left 1' right	0'
SIDE CORNER SETBACK	Match front setback	Match front setback
REAR SETBACK—BLDG	8'	8'
REAR SETBACK FENCE	3' to alley paving; 0' if no alley	3'
REAR UTILITY EASEMENT	7.5'	7.5'
DRIVEWAY ACCESS	FRONT DRIVEWAY OR ALLEY	ALLEY ONLY
MAX DRIVEWAY WIDTH	18'	18'
DRIVEWAY LENGTH	18' MIN FRONT; 8 MIN REAR	8' MIN
REAR FENCE , MAX HEIGHT	6'	6'
REAR FENCE , MATERIAL	Wood / Iron	Wood, Iron
PERMITTED ENCROACHMENTS INTO SETBACKS		
PORCH OR PORTICO DEPTH	Max 100% of Setback; Steps may not encroach on the Sidewalk	Max 100% of Setback; Steps may not encroach on the Sidewalk
MIN PORCH AREA	0 SF	25 SF
ROOF OVERHANG ENCROACHMENT	3' Max Front; 1' Max on sides	3' Max Front; 1' Max on sides
ENCLOSED OR SCREEDED PORCH	No Encroachment Permitted	No Encroachment Permitted
FOUNDATIONS	Encroachment permitted	Encroachment permitted
BAY WINDOWS	3' Max	3' Max

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E. SG-R1 BLOCK STANDARDS

1. At alley corners, locate fencing or landscaping to block view down the length of the ally drive-ways.
2. On single family detached lots, the same façade may not be repeated on the 2 lots to the left or the 2 lots to the right or across the street.
3. The alleys serving four or fewer lots, may terminate in a dead end.

Table 3.3.4 RI Block Standards

BLOCK STANDARD	SINGLE FAMILY
ROADWAY TYPE	Local 1 or 2 w or w/o MEDIAN
ALLEY TYPE	Local 3 Residential Alley
PEDESTRIAN EASEMENT TYPE	P.E. 1
TREE SPECIES FOR STREET TREES	See Section 5
MAX BLOCK GAP FOR TRAIL	20'
MAX BLOCK GAP FOR ALLEY	55'
BLOCK CORNER	NO BULBOUT
DETACHED	
MAX LOTS PER BLOCK FACE	26
ATTACHED	
MAX LOTS PER BLOCK FACE	36
MAX LOTS PER BUILDING	8

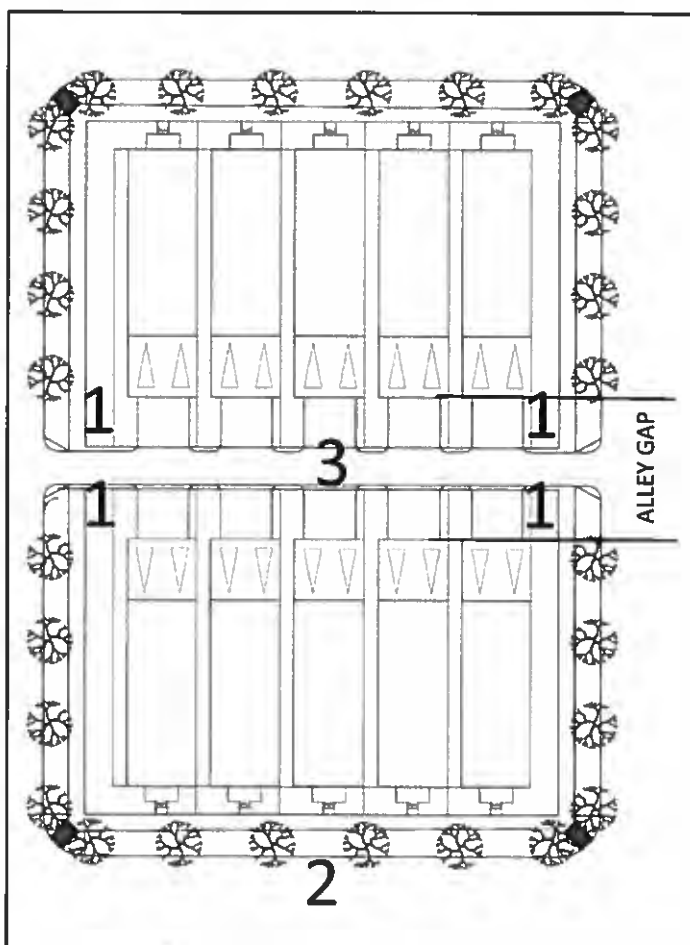


FIGURE 3.3.4 SG-R1 Block Standards

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SECTION 3

F. SG-R1 ZONE STANDARDS, WHOLE ZONE



FIGURE 3.3.5 Zone SG-R1 Components

1. The neighborhood park design shall be coordinated with the single family lot design. The location and configuration of the parks shall comply with Section 5 Park and Open Space Standards.
2. Lots adjacent to the neighborhood park shall face the park, if practical.
3. Lots adjacent to primary streets shall front toward the primary street, if the lot is not adjacent to a park.
4. Any additional parks shall be located at the end of one of the primary streets and should have street frontage. It should not be located internal to the block.
5. Lots or alleys abutting the Old Gerault right-of-way shall be separated from the right-of-way by an iron or masonry fence 6' to 8' in height and by a minimum of 20' of open space.
6. Align Street J with Enterprise Drive and connect to Enterprise Drive.
7. Street network shown in Figure 3.3.5 is an example only, and is not regulatory, and does not indicate required locations or network of the streets or parks or open space.

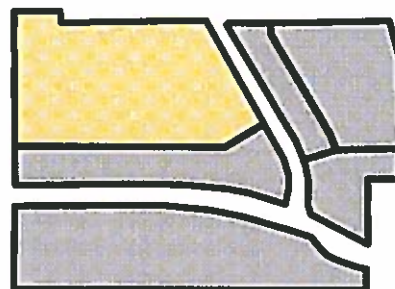
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SECTION 3

SUBSECTION 3.4: STANDARDS FOR SG-R2 ZONE

A. GENERAL

1. Zone SG-R2 is bounded by Gerault Parkway on the eastern boundary, by the PD Boundary on the northern and western boundary, and by the SG-M1 zone on the south boundary.
2. See Table 3.1 for Land Use restrictions.
3. See Table 3.2 for Area restrictions



B. SG-R2 STREETSCAPE STANDARDS

1. Tree space: Conform to Pedestrian Easement 2
2. Sidewalk: Conform to Pedestrian Easement 2
3. Setback / Build-to line: Conform to Lot Standards.
4. Porch Space: The porch (ground floor) or balcony (upper floors) and other elements may project into the setback. See Lot Standards for specific distances.
5. Finished Floor Elevation: The finished floor elevation at any entry may be above or below the elevation of the adjacent sidewalk by a maximum of one-half story. At least one entry is required to be accessed directly from the sidewalk for all buildings fronting the Pedestrian Easement.
6. Roadway Types: See Block Standards for permitted roadway types.
7. Trees: Tree spacing not to exceed 36' feet on center.

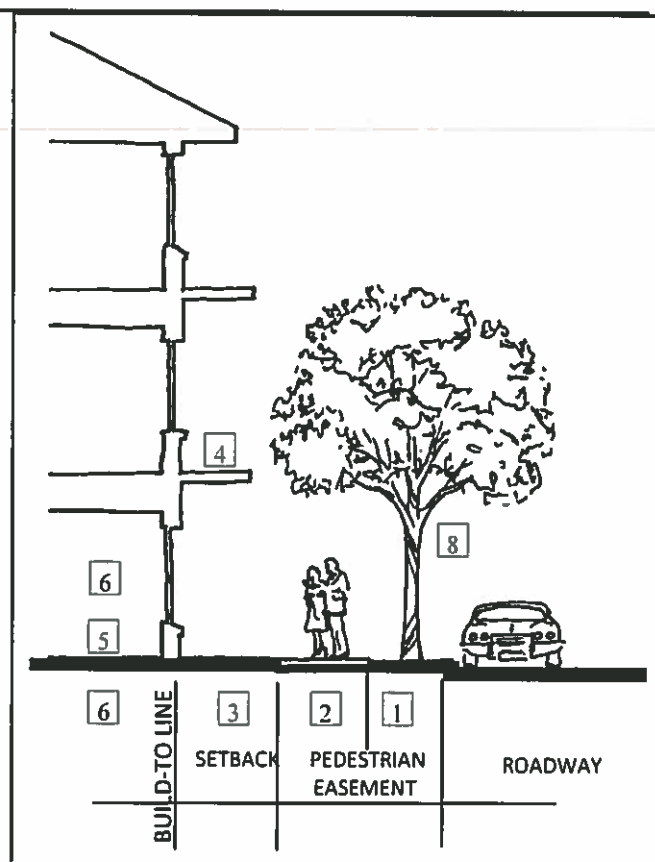


FIGURE 3.4.1 SG-R2 Streetscape Components

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C. SG-R2 LOT STANDARDS

Table 3.4.1 Lot Standards

LOT STANDARDS	
DETACHED SINGLE FAMILY LOTS	SEE ZONE SG-R1
ATTACHED SINGLE FAMILY LOTS	SEE ZONE SG-R1
MULTIFAMILY LOTS	
MIN WIDTH	100'
MIN DEPTH	80'
MIN AREA	8000 SF
MAX COVERAGE	100%
FRONT BUILD-TO LINE	8' Min; 15' Max
MINIMUM SIDE SETBACK	0'
SIDE CORNER SETBACK	Match Front
SETBACKS TO THE ARTERIAL R.O.W.	
Street, Alley or Parking lot	15' min
Building	30'
Screening	8' Masonry wall and 15' landscaped buffer <u>or</u> comply with the SG-M1 frontage in Figure 3.5.2
REAR SETBACK	
Building to Alley	3'
Building to Parking Lot	0'
Building to Zone Boundary	0'
Building to PD Boundary	25'
FRONT FENCE, MAX HEIGHT	6' Max;
FRONT FENCE, MATERIAL	Decorative Metal
PERMITTED ENCROACHMENTS INTO SETBACKS	
PORCH OR BALCONY DEPTH	Up to 100% of set- back
MIN PORCH AREA	0
ROOF OVERHANG ENCROACHMENT	Not Applicable
ENCLOSED OR SCREENED BALCONY OR PORCH	No Encroachment
FOUNDATIONS	As needed
BAY WINDOWS	3' Max

D. SG-R2 BLOCK STANDARDS

Table 3.4.2 Block Standards

BLOCK STANDARDS	
ROADWAY TYPES PERMITTED	Commercial 2 Comm 2 w Median* Local 1 Local 1 w Median* Commercial 3 One Way
ALLEY TYPE	Commercial Alley or Commercial 3
PEDESTRIAN EASEMENT TYPE	P.E. 2
MINIMUM AREA OF BLOCK	See Table 3.2
MAXIMUM AREA OF BLOCK	See Table 3.2
TREE SPECIES FOR STREET TREES	See Section 5
MAX BLOCK GAP FOR SIDEWALK	20'
MAX BLOCK GAP FOR DRIVEWAY	40'
MAX GAP FOR PARKING LOT	70'
BLOCK CORNER	Bulb-out required where on-street parking is per- mitted
MAX BUILDING LENGTH	400'
*Requires Fire Department Approval	

PLANNED DEVELOPMENT BOUNDARY SETBACKS

MINIMUM BUILDING SETBACK FROM PD BOUNDARY	25'
MINIMUM PARKING LOT SETBACK FROM PD BOUNDARY	10'
MINIMUM ALLEY OR ROADWAY SETBACK FROM PD BOUNDARY	0'

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E. SG-R2 BLOCK STANDARDS

1. Zone SG-R2 permits SG-R1 uses (single family detached, single family attached) and multifamily dwelling units, as well as commercial uses. The single family lot

standards are the same as Zone SG-R1.

2. A block may contain both single family lots and multifamily dwelling units and commercial uses without buffers.

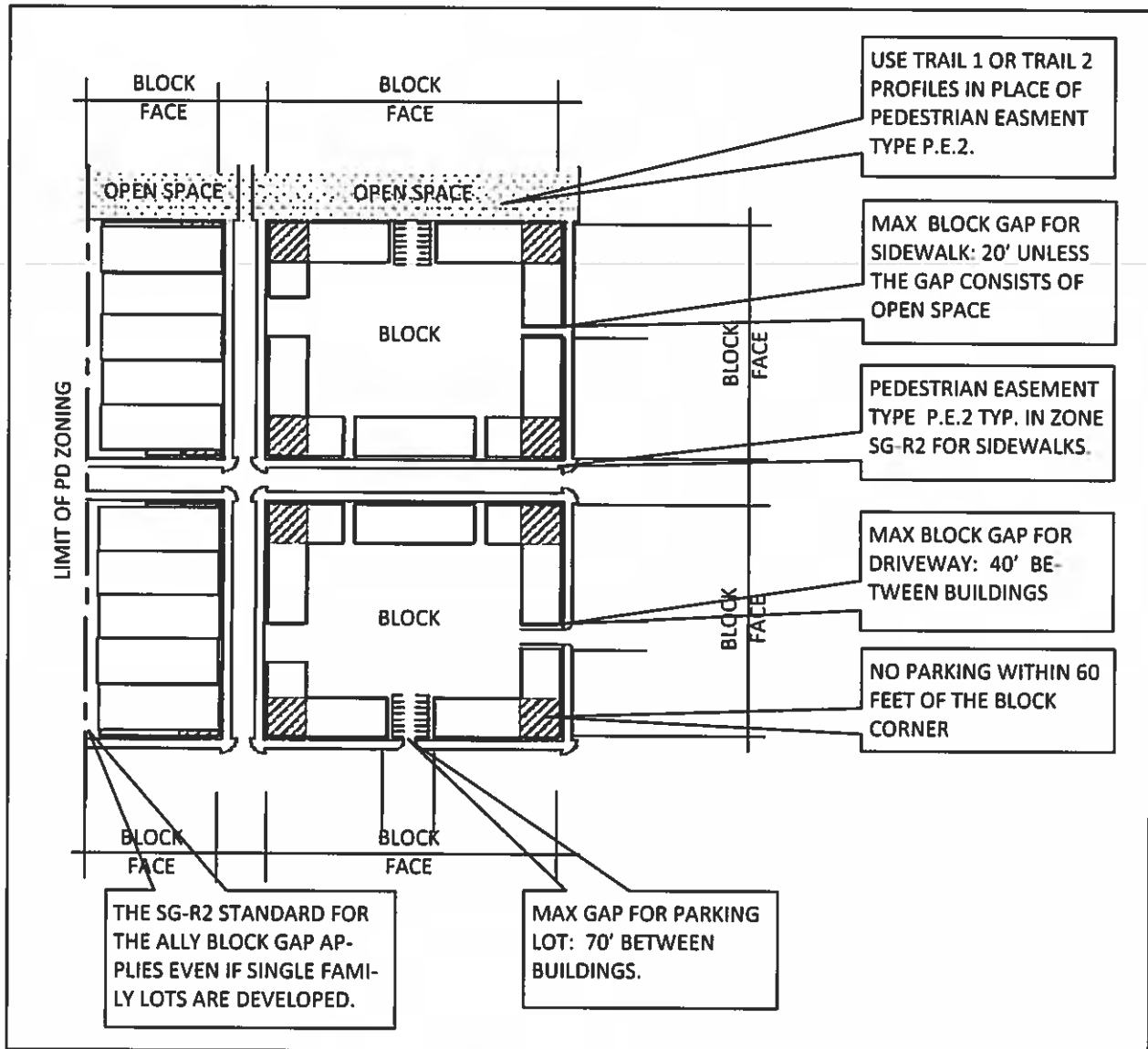


FIGURE 3.4.3 SG-R2 Block Standards

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G. SG-R2 ZONE STANDARDS

1. The existing natural water course (labelled as "IS-1" on Page 4 of Appendix B, Environmental Protection Plan) shall be preserved with adjacent natural habitat to the maximum extent possible to comply with the requirements for a Preserve as defined in Section 5, Parks and Open Space.
2. A roadway is required that connects the western boundary of Planned Development 134 to the Gerault/Old Gerault intersection. The location of the connection to the western PD Boundary may occur anywhere on the northernmost 500' of the western boundary. This is shown on the Thoroughfare Plan as Street D.
3. A roadway entrance into the SG-R2 zone is required from the FM 2499 arterial. This is shown on the Thoroughfare Plan as Street A1. Street A1 must intersect with Street D.
4. A roadway is required that connects Street E in Zone SG-M1 to the full access intersection at Gerault. This connection allows traffic from the Zone SG-M1, directly or indirectly, to exit to the north. This is shown on the Thoroughfare Plan as Street C.
5. An additional entrance from the Zone SG-M1 to the Zone SG-R2 is permitted. The location may be placed anywhere between Street A1 and the western PD Boundary.
6. The street crossing over the preserve areas shall be a minimum of 2 traffic lanes and one pedestrian lane. The curb-to-curb width shall not exceed 28' and pedestrian lane shall not exceed 8'. The crossing may be constructed as a bridge or culvert.
7. The frontage of Zone SG-R2 on Gerault shall comply with either the SG-M1 frontage standard in Figure 3.5.2 or the frontage shall be separated from the right-of-way by an iron or masonry fence 6' to 8' in height with a minimum of 15' of open space, and landscaped in compliance with Section 94-62 of the Code of Ordinances.
8. No buffers are required between SG-R2 uses and SG-M1 uses.

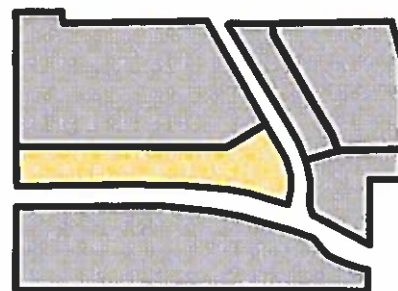
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SECTION 3

SUBSECTION 3.5: STANDARDS FOR SG-M1 ZONE

A. GENERAL

1. Zone SG-M1 is bounded by the FM 2499 Parkway on the southern boundary, by PD Boundary on the western boundary, by the SG-R2 Zone on the north boundary, and by the Gerault Parkway on the eastern boundary.
2. See Table 3.1 for Land Use restrictions.
3. See Table 3.2 for Area restrictions



B. SG-M1 STREETSCAPE STANDARDS, TYPICAL

1. **Tree space:** Conform to Pedestrian Easement 4
2. **Sidewalk:** Conform to Pedestrian Easement 4
3. **Setback / Build-to line:** The setback is 0' in the SG-M1 zone. The Build-to Line is the edge of the Pedestrian Easement.
4. **Porch Space:** The porch does not exist on the ground floor, the balcony (upper floors) and other elements may project into the Pedestrian Easement. See Lot Standards for specific distances.
5. **Finished Floor Elevation:** The finished floor elevation at any entry must be accessible from the approximate sidewalk elevation.
6. **Building Entrances:** Buildings shall not have more than 75 linear feet of frontage without a pedestrian entrance onto the sidewalk.
7. **Roadway Types:** See Block Standards for permitted roadway types.

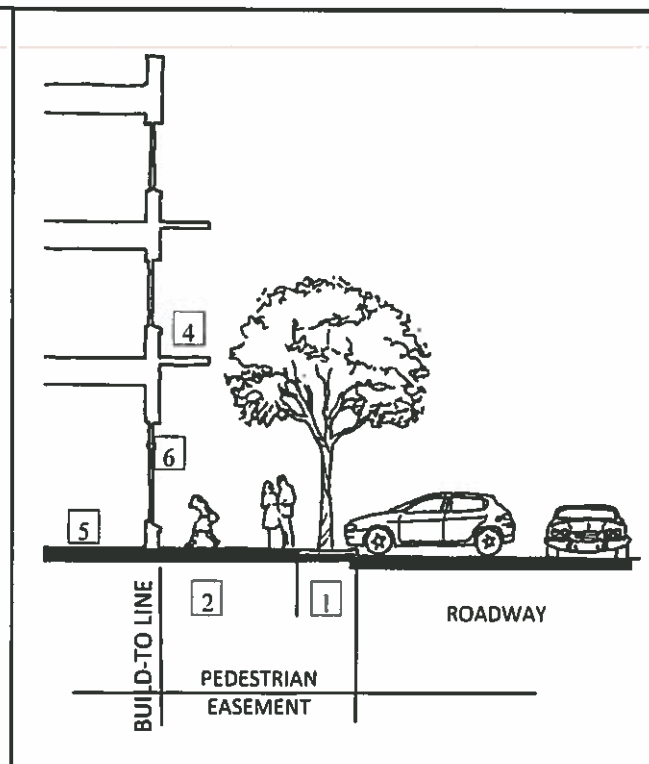


FIGURE 3.5.1 SG-M1 Streetscape Components

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C. SG-M1 (WESTERN PORTION) ZONE ARTERIAL FRONTAGE STANDARDS

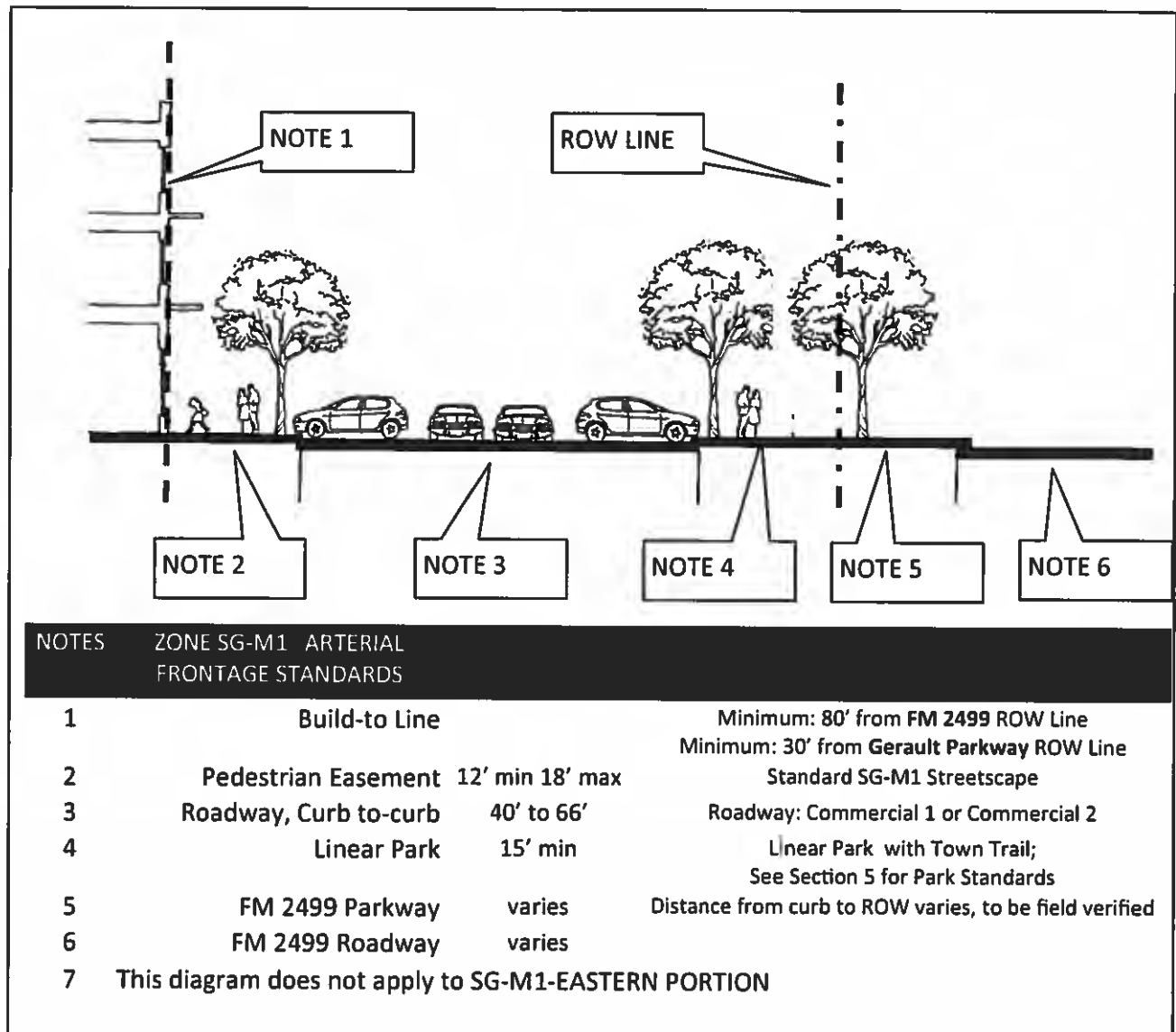


FIGURE 3 5 2 SG-M1 Arterial Frontage Components

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D. SG-M1 LOT STANDARDS

1. The SG-M1 lot standards do not require a minimum area. Lot Standards require that buildings are located on the perimeter of the block, adjacent to the Pedestrian Easement.
2. Table 3.5.1 summarizes the SG-M1 Lot Standards

TABLE 3.5.1 Lot Standards SG-M1 Lots

LOT STANDARDS	COMMERCIAL OR MIXED USE LOTS
MIXED USE LOTS	
MIN WIDTH	NA
MIN DEPTH	NA
MIN AREA	NA
MAX COVERAGE	100%
FRONT BUILD-TO LINE	0'
MINIMUM SIDE SETBACK	0'
MIN REAR SETBACK	0'
PERMITTED ENCROACHMENTS INTO PEDESTRIAN EASEMENTS	
BALCONIES	6'
AWNINGS	6'
SIGNAGE	4'
ROOF OVERHANG	4'
ENCLOSED OR SCREENED BALCONY	0'
FOUNDATIONS	PERMITTED, BELOW GRADE
BAY WINDOWS	2' GROUND FLOOR, AND 4' UPPER FLOORS
FENCING	YES, restaurants only
SIDEWALK DINING	YES
DAILY SIDEWALK DISPLAY	YES
PARKING	NO
MECHANICAL EQUIPMENT	NO
DUMPSTERS	NO
LOADING AREAS	NO

E. SG-M1 BLOCK STANDARDS

1. The SG-M1 Zone permits dwelling units on the second floor and above, but not on the ground floor. Commercial uses are permitted on all floors.
2. A single block may contain both dwelling units and commercial uses without buffers.
3. Primary building entrances must be accessible from the sidewalk.
4. Table 3.5.2 summarizes the SG-M1 Block Standards

TABLE 3.5.2 Block Standards SG-M1 Blocks

BLOCK STANDARDS	COMMERCIAL OR MIXED USE BLOCKS
PERMITTED ROADWAY TYPES	
	Commercial 1
	Comm 1 w Median*
	Commercial 2
	Comm 2 w Median*
	Local 1
	Local 1 w Median*
	One Way Streets
PERMITTED ALLEY TYPES	
	Commercial Alley or Commercial 3
PEDESTRIAN EASEMENT TYPE	
	P.E. 4
MINIMUM BLOCK LENGTH	120'
MAXIMUM BLOCK LENGTH	800'
TREE SPECIES FOR STREET TREES	See Section 5
MAX BLOCK GAP FOR SIDEWALK	20'
MAX BLOCK GAP FOR DRIVEWAY	40'
MAX GAP FOR PARKING LOT	NOT PERMITTED
BLOCK CORNER	Bulb-out required where on-street parking is permitted
MAX BUILDING LENGTH	400'

PLANNED DEVELOPMENT BOUNDARY SETBACKS

MINIMUM BUILDING SETBACK FROM PD BOUNDARY	25'
MINIMUM PARKING LOT SETBACK FROM PD BOUNDARY	10'
MINIMUM ALLEY OR ROADWAY SETBACK FROM PD BOUNDARY	0'

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E. SG-M1 BLOCK STANDARDS, CONTINUED

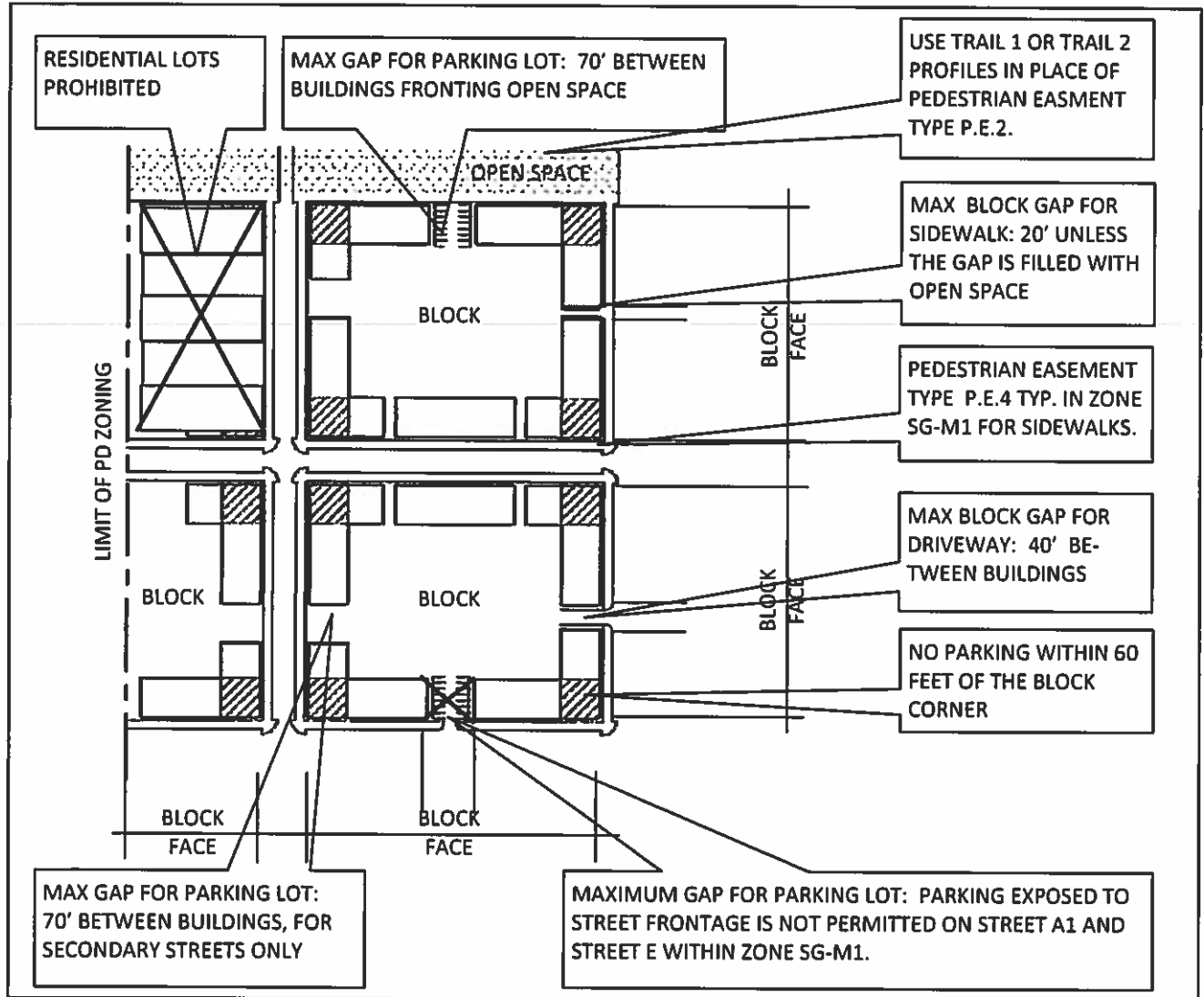


FIGURE 3.5.3 SG-M1 Block Components

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F. SG-M1 ZONE STANDARDS, WESTERN PORTION

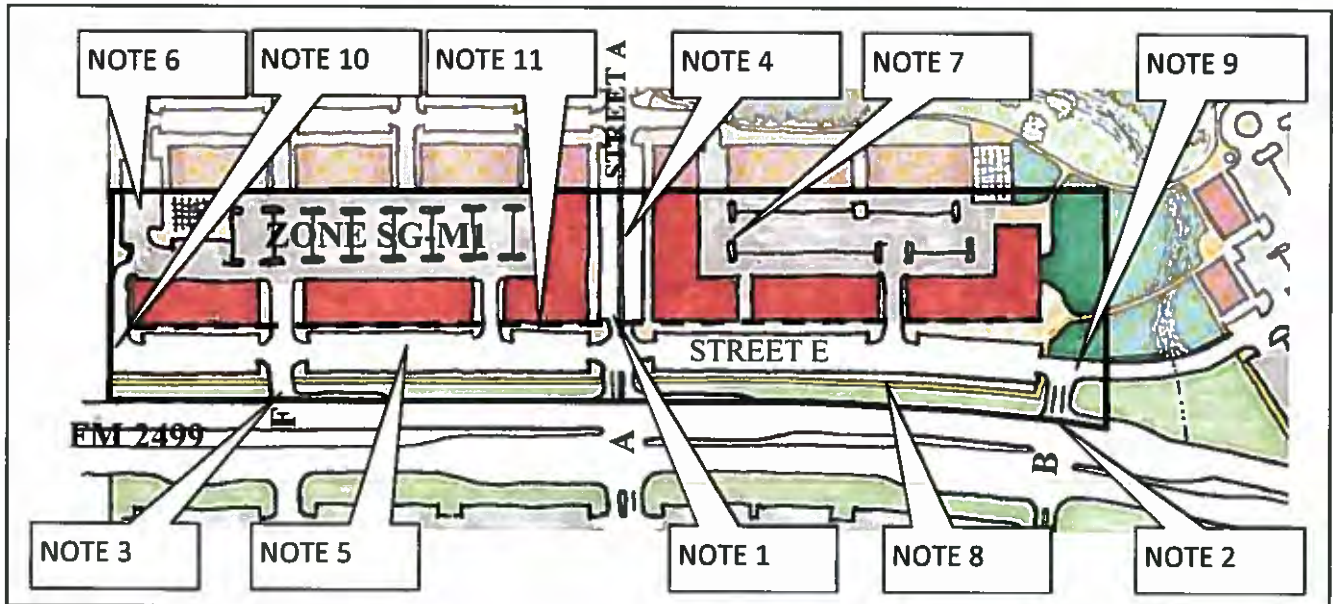


FIGURE 3.5.4 Zone SG-M1, western portion

1. The primary entrance to Street A shall align with the existing median break and shall be designed to allow internal vehicular movements to the left, right or straight upon entry.
2. A secondary entry shall be added, subject to approval by the Authorities having Jurisdiction, at an additional median break located approximately midway between the existing median break and the intersection with Gerault Parkway. This entry is referred to as Street B in the Thoroughfare Plan.
3. A third entry may be added allowing a right-in/right-out vehicular turning movement, west of the Street A intersection. This is referred to as Street F in the Thoroughfare Plan.
4. Street E shall run roughly perpendicular to Street A and shall also require a commercial street section identified in Section 4.
5. Parking is limited to on-street parking between the Build-to Line and the Arterial.
6. A secondary street connection to the SG-R2 zone to the north is permitted, but not required.
7. Parking shall be located internally within the block and shall comply with the lot and block standards. See Section 6, Parking Standards, for more information on parking.
8. Provide a Linear Park in compliance with Section 5 Park Standards. The Park shall include the segment of the Town trail. Trail alignment shall be coordinated with required drainage, roadway and open space improvements.
9. Street E shall connect to Street B and to the eastern portion of Zone SG-M1.
10. The connection of Street E to the property to the west shall be designed to accommodate a mutual cross-access easement.
11. Location of the Build-to Line, See Figure 3.5.2.

D. SG-M1 (EASTERN PORTION) BLOCK AND ZONE STANDARDS

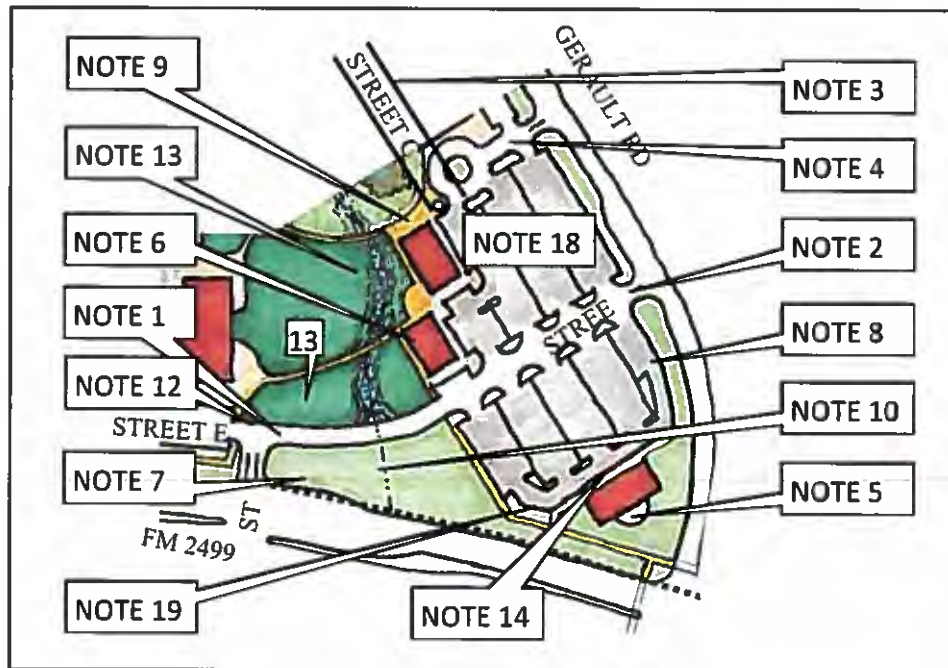


FIGURE 3.5.5 Zone SG-M1 Eastern Portion

1. The entrance to the SG-M1 Zone from the west shall be via Street E.
2. The entrance from southbound traffic on Gerault into the SG-M1 Zone shall be a right-in/right-out movement into Street E.
3. Street C shall provide a connection to Zone SG-R2.
4. An additional right-in/right-out access from southbound Gerault shall be permitted to provide a connection to Zone SG-R2, Street C and the SG-M1 parking areas.
5. Any building located on the hard corner of Gerault and FM 2499 shall require a design appropriate to the highly visible and landmark location. No parking shall be permitted within 100' of the corner of the ROW' lines of Gerault and FM 2499.
6. Buildings fronting the central park shall comply with the SG-M1 Zone Lot standards and no parking shall be permitted between the building and the park.
7. Provide a linear park that includes the regional Town Trail along FM 2499, provided the alignment is coordinated with detention, roadway and open space requirements.
8. Parking lots may be exposed to view in the eastern portion of Zone SG-M1 along the Gerault and FM 2499 except within 100' of the hard corner.
9. Provide a sidewalk that connects the SG-R2 zone, to the SG-M1 Zone.
10. Coordinate the alignment of the trail with any detention, roadway and open space improvements.
11. Zone SG-M1 may use any of the roadway types herein, or may use another roadway section provided the Town Manager deems the proposed roadway appropriate.
12. Street E intersects with Street B.
13. The proposed park shall be the central open space. The central open space may be required to include detention and/or fill of the existing riparian habitat. See Section 5 for required features and amenities of the Central Park.
14. A tree space is not required but trees, approximately 36' on center between any building and the adjacent parking lots, are required.
15. Sidewalks are not required to conform to a Pedestrian Easement type, and are not required to be continuous.
16. The Setback and Build-to Line is not applicable.
17. The finished floor elevation at any entry is not required to match grade, subject to applicable ADA regulations.
18. The Parking Areas shall be developed, to the extent possible, as a shared parking lot, rather than as pad sites with ascribed parking spaces to specific businesses.
19. The parking lot may be located adjacent to the Linear Park without any additional setback.

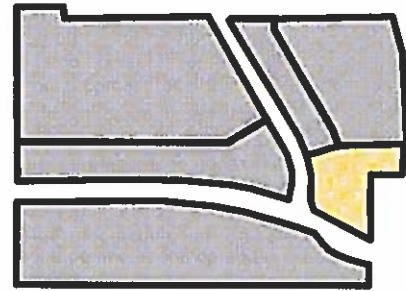
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SUBSECTION 3.6: SG-M2 ZONE STANDARDS

A. GENERAL

1. Zone SG-M2 is bounded by Gerault Parkway on the western boundary, by Zone SG-R1 & SG-C2 on the northern boundary, by FM 2499 ROW on the southern boundary and by the PD Boundary on the eastern boundary.
2. See Table 3.1 for Land Use restrictions.
3. See Table 3.2 for Area restrictions.



B. SG-M2 STREETSCAPE STANDARDS

1. **Tree space:** A tree space is not required.
2. **Sidewalk:** Sidewalks are not required to conform to a Pedestrian Easement type, and are not required to be continuous, however pedestrians must have access to the Town Trail.
3. **Setback / Build-to line:** See SG-M2 Lot Standards for setbacks.
4. **Porch Space:** The porch space is not required in the SG-M2 zone, but if there are balconies they shall comply with Standards in SG-M1.
5. **Roadway Types:** See Block Standards for permitted roadway types.
6. **Trail Access:** A linear park adjacent to the Gerault ROW containing a section of the Town Trail for the length of the Gerault frontage. Access to the commercial buildings from the Public Trail network is permitted.

C. SG-M2 ARTERIAL FRONTAGE STANDARDS

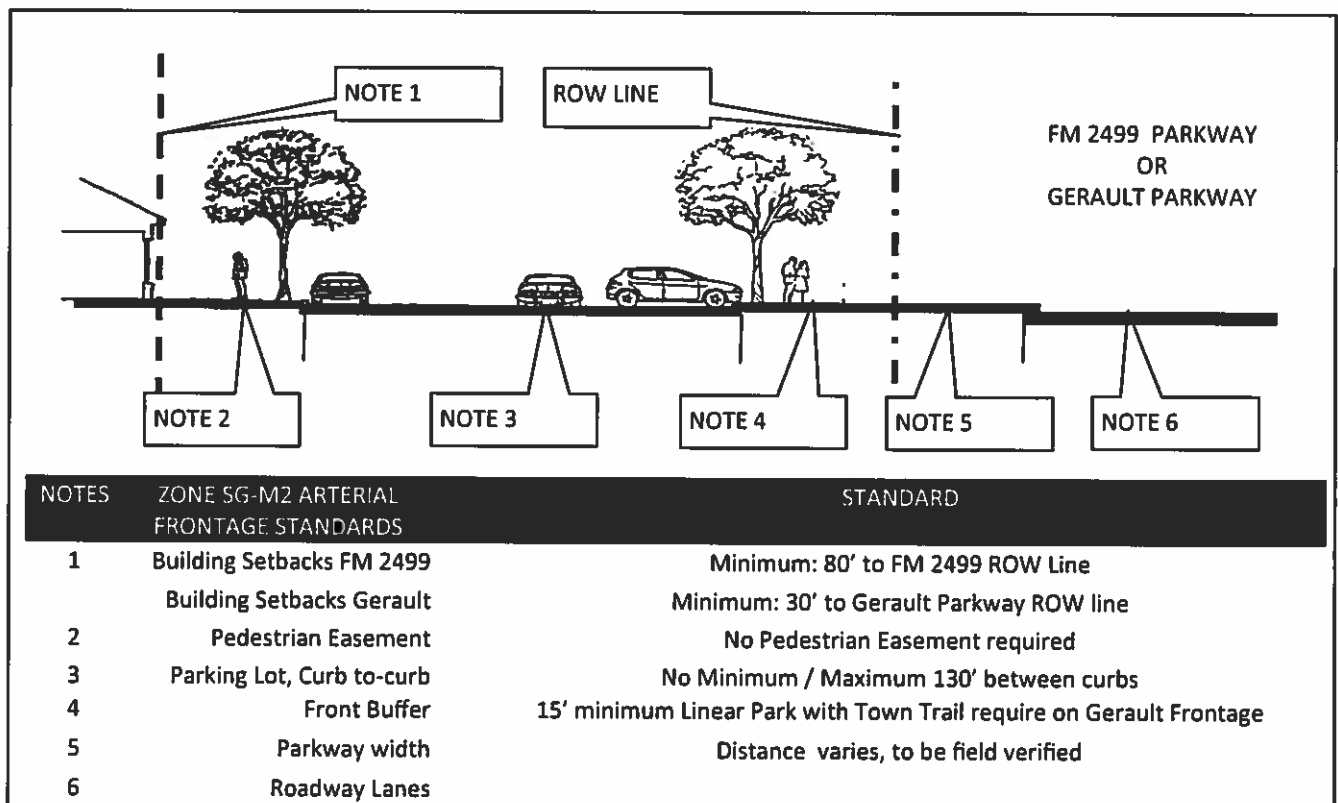


FIGURE 3.6.1 SG-M2 Arterial Streetscape Components

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C. SG-M2 LOT STANDARDS:

1. Arterial Frontage: Arterial frontage standards apply to the FM 2499 frontage and the Gerault frontage.
 2. Building Footprint: Buildings may be oriented in any direction with the front entry located on any facade. There is no minimum or maximum square footage limits. See table 3.2 for height limits.
 3. Building Setback: Dumpsters and service uses may be located within the side setbacks, or to the rear parking areas, provided equipment and service areas are screened from view of the arterials. Setbacks shall comply with 98-545 of the Code of Ordinances.
 4. Parking Areas: The parking areas may be developed as a single shared parking lot, rather than as isolated pad sites with ascribed parking to specific businesses.
 5. Parking Lot Setback to Linear Park: The parking lots may be located adjacent to the Linear Park.
-

D. SG-M2 BLOCK AND ZONE STANDARDS

1. The entrance to the SG-M2 Zone for traffic originating from the north shall be via Street G or Street J. The entrance for traffic from the east or west shall be via Street I or Street J.
2. Any building located on the hard corner of Gerault and FM 2499 shall require a design appropriate to the landmark location. No parking shall be permitted within 100' of the intersection of the ROW lines of Gerault and FM 2499.
3. Provide a linear park that includes the regional Town Trail along Gerault Parkway.
4. Coordinate the alignment of the trail with any detention or grading issues and, if necessary, re-route the trail as needed. The slope of the Town Trail shall generally match the slope of Gerault Parkway.
5. Except as provided herein, parking lots may be exposed to view along the arterials.
6. Zone SG-C2 may use the roadway types specified in Table 4.1, or may use another roadway section provided the Town Manager deems the proposed roadway appropriate.

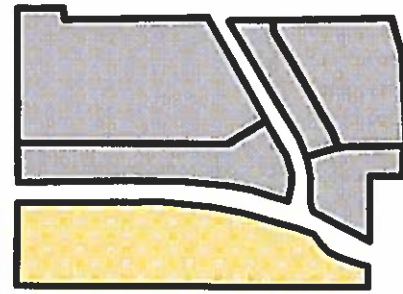
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SUBSECTION 3.7: SG-C1 ZONE STANDARDS

A. GENERAL

1. Zone SG-C1 is bounded by FM 2499 Parkway on the northern boundary, by City of Grapevine on the South and east boundary, by the PD Boundary on the western boundary.
2. See Table 3.1 for Land Use restrictions.
3. See Table 3.2 for Area restrictions.



B. SG-C1 STREETSCAPE STANDARDS

1. **Tree space:** A tree space adjacent to internal roadways is not required.
2. **Sidewalk:** Sidewalks are not required to conform to a Pedestrian Easement type, and are not required to be continuous.
3. **Setback / Build-to line:** See SG-C1 Lot Standards for setbacks.
4. **Porch Space:** The porch space is not applicable in the SG-C1 zone.
5. **Finished Floor Elevation:** The finished floor elevation at any entry is not required to match grade, subject to applicable ADA regulations
6. **Roadway Types:** See Block Standards for permitted roadway types.

C. SG-C1 ARTERIAL FRONTAGE STANDARDS

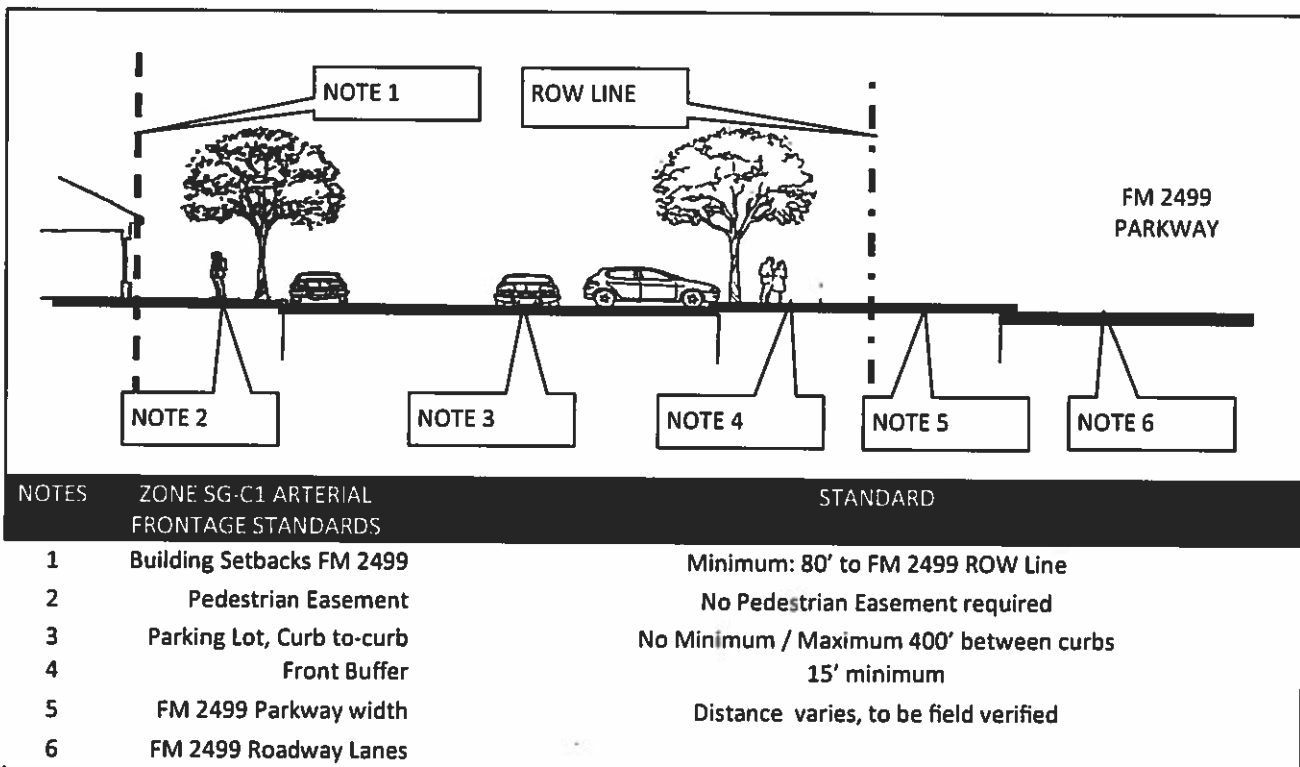


FIGURE 3.7.1 SG-C1 Arterial Streetscape Components

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

C. SG-C1 LOT STANDARDS:

1. Arterial Frontage: Lots with FM 2499 frontage shall comply with Figure 3.7.1.
2. Building Setback: Setbacks shall comply with Section 98-545 of the Code of Ordinances.
3. Building Footprint: Buildings may be oriented in any

direction with front entry located on any façade. There is no minimum or maximum square footage. See Table 3.2 for height limits.

4. Parking Areas: The Parking Areas may be developed as a single shared parking lot, or as isolated pad sites with landscaped buffers between lots.
-

D. SG-C1 BLOCK AND ZONE STANDARDS

1. The entrance to the SG-C1 Zone, accessed only from the north, shall be via the Street A median break, the Street B median break, the Gerault Parkway median break, plus one additional right-in-right-out access.
2. All Entrances shall be connected through internal streets or easements. An easement shall extend to the western property boundary.

3. Except as defined herein, parking lots may be exposed to view along the arterials. The maximum parking lot depth between the arterial ROW and the associated building is 400'.
 4. Zone SG-C2 may use the roadway types specified in Table 4.1, or may use another roadway section provided the Town Manager deems the proposed roadway appropriate.
-

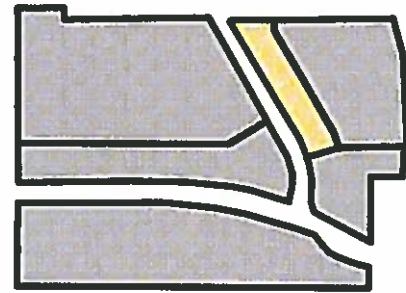
SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 3

SUBSECTION 3.8: STANDARDS FOR SG-C2 ZONE

A. GENERAL

1. Zone SG-C2 is bounded by Old Gerault Road on the northern boundary, Zone SG-R1 on the western boundary, and by Zone SG-C3 on the southern boundary.
2. See Table 3.1 for Land Use restrictions.
3. See Table 3.2 for Area restrictions



B. SG-C2 STREETSCAPE STANDARDS, TYPICAL

1. **Tree space:** Use Pedestrian Easement 3 on any street shared with Zone SG-R1.
2. **Sidewalk:** Use Pedestrian Easement 3 on any street shared with Zone SG-R1.
3. **Setback / Build-to line:** See SG-C2 Lot Standards for Setback requirements.
4. **Porch Space:** A porch or stoop is not applicable.
5. **Building Entrances:** Building front entrances may be oriented either toward Gerault frontage or toward an internal street.
6. **Roadway Types:** See Block Standards for permitted roadway types.

C. SG-C2 ZONE ARTERIAL FRONTAGE STANDARDS

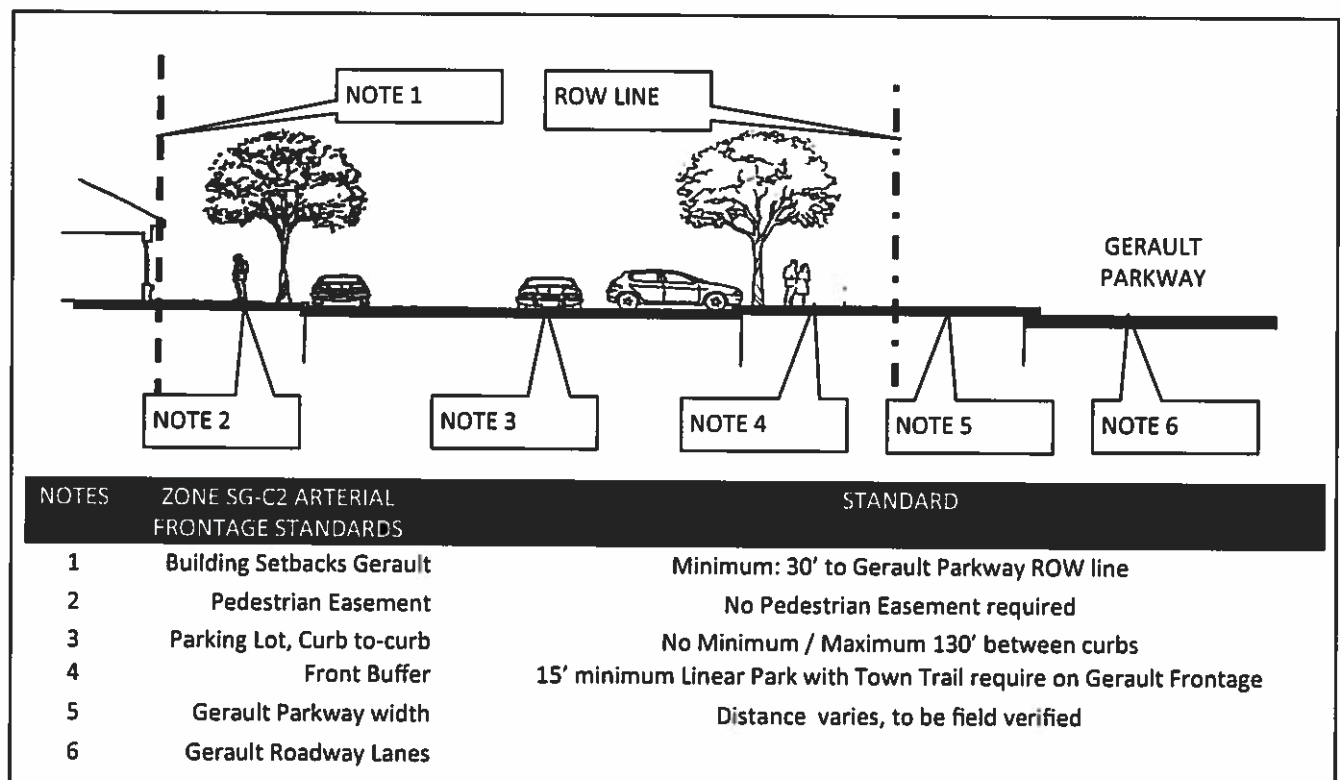


FIGURE 3.8.1 SG-C2 Arterial Streetscape Components

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 3

C. SG-C2 LOT STANDARDS:

1. Arterial Frontage: Lots with Gerault frontage shall comply with Figure 3.8.1.
2. Building Setback: Setbacks shall comply with Section 98-545 of the Code of Ordinances.
3. Building Footprint: Building front entrances may be

oriented either toward Gerault frontage or toward an internally street.

4. Parking Areas: The Parking Areas may be developed as a single shared parking lot, or as isolated pad sites with buffers between lots.

D. SG-C2 BLOCK AND ZONE STANDARDS

1. The entrance to the SG-C2 Zone for traffic originating from the north shall be via Street G. The entrance for traffic from the east or west shall be via Street H, I or Street J.
2. All lots shall be connected through internal streets or easements.
3. Except as defined herein, parking lots may be exposed to view along the arterial. The maximum parking lot depth between the arterial ROW and the associated building is 180'.

4. The eastern boundary of Zone SG-C2 shares a boundary with Zone SG-R2. The lots within SG-C2 may face Street G, or they may be oriented away from Street G. If they face away from Street G, a buffer shall be required between the SG-C2 and SG-R1. The buffer shall consist of a 10' landscaped buffer and a masonry wall approximately 8' in height.
5. Zone SG-C2 may use the roadway types specified in Table 4.1, or may use another roadway section provided the Town Manager deems the proposed roadway appropriate.

SOUTHGATE DEVELOPMENT CODE
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SECTION 4

THE STREET AND THOROUGHFARE STANDARDS

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 4

SECTION 4: THOROUGHFARE STANDARDS

A. GENERAL

1. The Thoroughfare standards consist of a proposed street network and permitted street sections.
2. The street locations are not fixed by dimension, but are required connections. The locations may be adjusted within the limits prescribed in the Zone Standards.
3. Proposed curb cuts and median breaks are incorporated into the proposed Regulating Plan Street Network.
4. Streets shall be dedicated to the Town upon completion and acceptance by the Town.
5. The curb cut at Gerault Parkway and Street A2 shall align with the existing median break.
6. Street H and Street I are optional.
7. Curb cut F is optional.
8. Up to 3 curb cuts for right-in/right-out movements are permitted on each side of Gerault Rd.
9. Additional streets may be added within the blocks defined by the proposed street network. The proposed network constitutes the minimum connectivity.
10. Additional streets may use any of the street sections defined in this section, subject to a public safety review.
11. Medians may be added to any street section subject to a safety review by the Fire Marshall. If the median is wider than 20' it shall be designated a common area lot.
12. One-Way streets are permitted provided that the roadway section is approved for the specific location by the Fire Marshall.
13. Adjustments to the Curb-to-curb width may be permitted provided they are minor and do not compromise public safety.

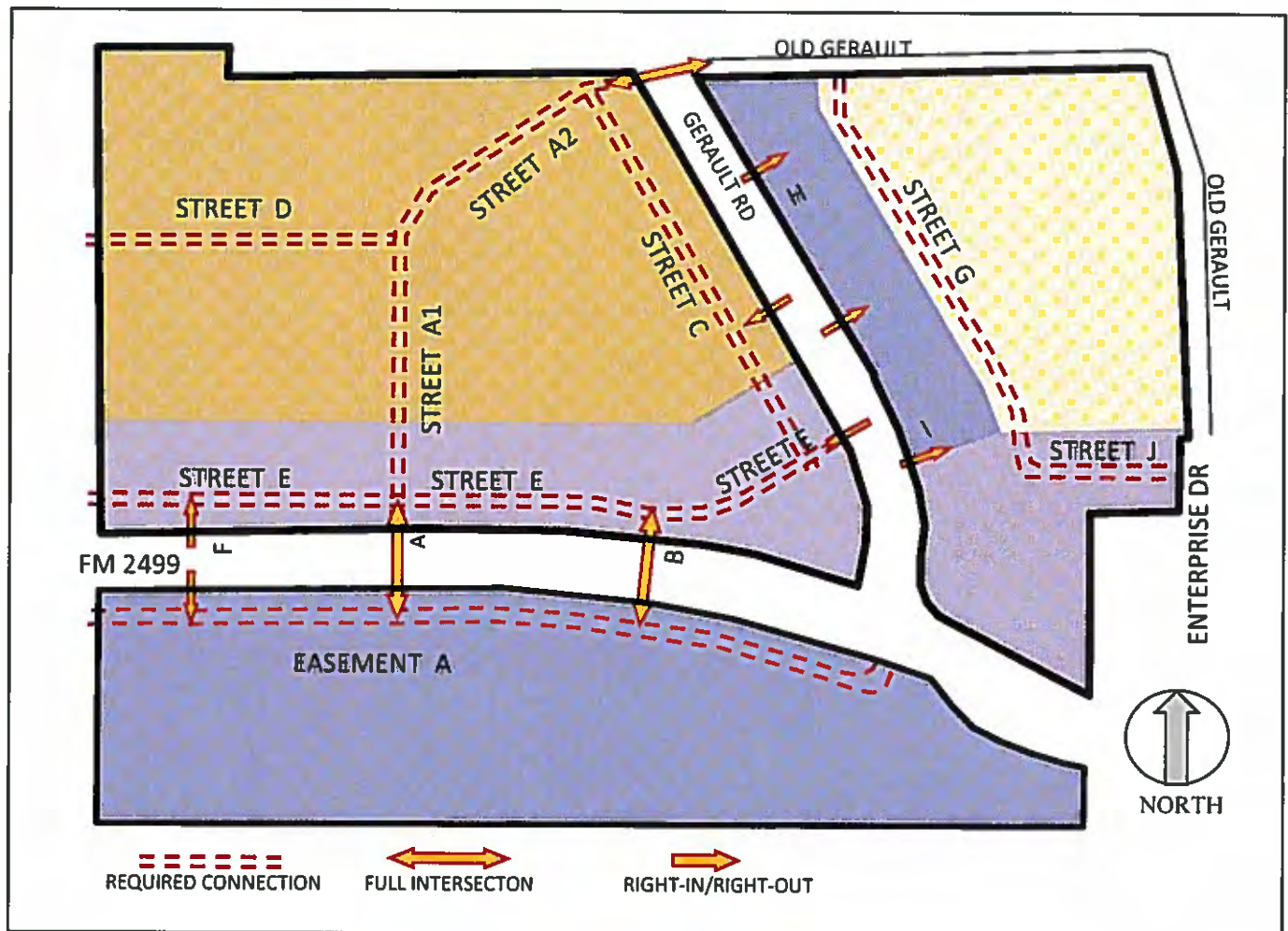


FIGURE 4.1 Thoroughfare Plan

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 4

B. THOROUGHFARE TABLES

TABLE 4.1 Permitted Street Sections

PERMITTED THOROUGHFARE TYPES												
	STREET NAME											EASEMENT NAME
	A 1	A 2	B	C	D	E	F	G	H	I	J	A
BOULEVARD	P	P	P	P	P	NP	P	P	P	P	P	P
COMMERCIAL 1	P	P	P	P	P	P	P	P	P	P	P	P
COMMERCIAL 2 w MEDIAN	P	P	P	P	P	NP	P	P	P	P	P	P
COMMERCIAL 2	P	P	P	P	P	P	P	P	P	P	P	P
COMMERCIAL 3	P	P	P	P	P	NP	P	P	P	P	P	P
LOCAL 1 w MEDIAN	NP	P	NA	P	P	NP	NP	P	P	P	P	P
LOCAL 1	NP	P	NA	P	P	NP	NP	P	P	P	P	P
LOCAL 2	NP	NP	NA	NP	NP	NP	P	NP	P	P	P	NP
LOCAL 3	NP	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP
COMMERCIAL ALLEY	NP	NP	NP	NP	NP	NP	NP	P	NP	NP	NP	NP
COMMERCIAL FIRE LANE	NP	NP	NP	NP	NP	NP	NP	P	P	P	P	P
RESIDENTIAL ALLEY	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP

R = Required; P = Permitted; NP = Not Permitted; NA = Not Applicable

TABLE 4.2 Street Sections Summary

	ROW = CURB			
	TO CURB	Median	Drive Lane	Parking Lane
BOULEVARD (COMMERCIAL 1 W MEDIAN)	66	6	12	18
COMMERCIAL 1	60		12	18
COMMERCIAL 2 w MEDIAN ¹	46	6	12	8
COMMERCIAL 2	40		12	8
COMMERCIAL 2 W MEDIAN ¹	46		12	8
COMMERCIAL 3	26		11	0
LOCAL 1 W MEDIAN ¹	42	6	11	8
LOCAL 1	36		11	Intermittent
LOCAL 2	30		11	Intermittent
LOCAL 3	26		11	Intermittent
COMMERCIAL ALLEY	20		20	0
COMMERCIAL FIRE LANE	24		12	0
RESIDENTIAL ALLEY	15		12	0

ROW = Right-of-way

B-B = Back-of-Curb to Back-of-Curb; All dimensions are to Back-of-Curb unless otherwise noted.

NOTE 1: The street section has not currently been approved by the Flower Mound Fire Department. Use of this street section is subject to review and accommodation during the Site Plan review process to allow emergency equipment to spread outriggers.

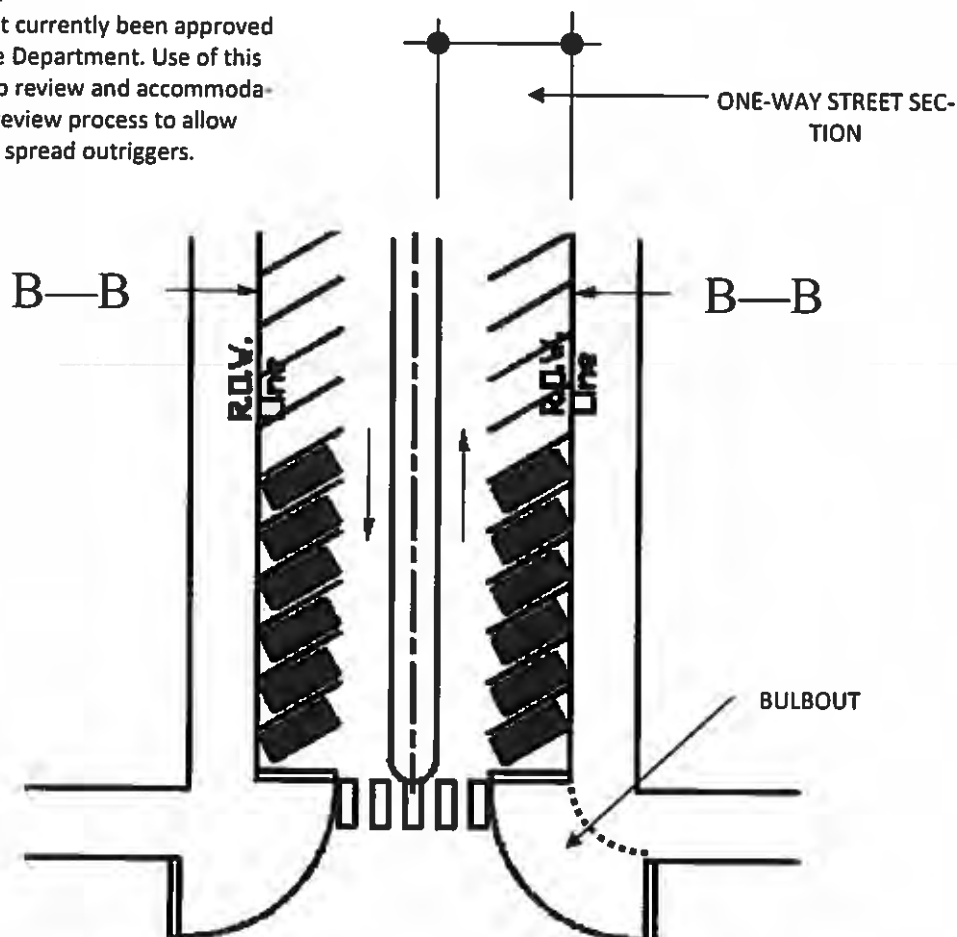
SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 4

C. THOROUGHFARE DESIGN

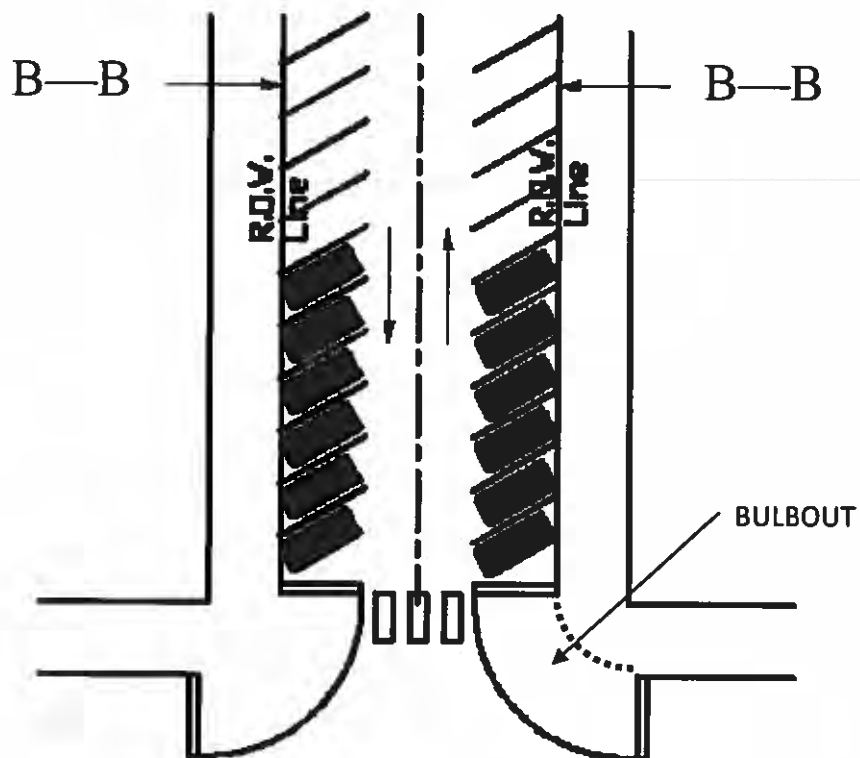
FIRE DEPARTMENT NOTE:

This street section has not currently been approved by the Flower Mound Fire Department. Use of this street section is subject to review and accommodation during the Site Plan review process to allow emergency equipment to spread outriggers.



ROADWAY	BOULEVARD (COMMERCIAL 1 W MEDIAN)
DESCRIPTION	Commercial Main Street
MEDIAN	6' but may vary
CURB TO CURB (B-B)	66'
TRAVEL LANE WIDTH	12'
PARKING LANE WIDTH	18'
PARKING ANGLE	60°
INTERSECTION RADIUS	25'
ALLEY RADIUS	15'
BULBOUT REQUIRED	YES
CROSSWALK WIDTH	6' MIN
PARKWAY/ TREEWELL	TREEWELL

C. THOROUGHFARE DESIGN



ROADWAY	COMMERCIAL 1
DESCRIPTION	Commercial Street
MEDIAN	NO
CURB TO CURB (B-B)	60'
TRAVEL LANE WIDTH	12'
PARKING LANE WIDTH	18'
PARKING ANGLE	60°
INTERSECTION RADIUS	25'
ALLEY RADIUS	15'
BULBOUT REQUIRED	YES
CROSSWALK WIDTH	6' MIN
PARKWAY/ TREEWELL	TREEWELL

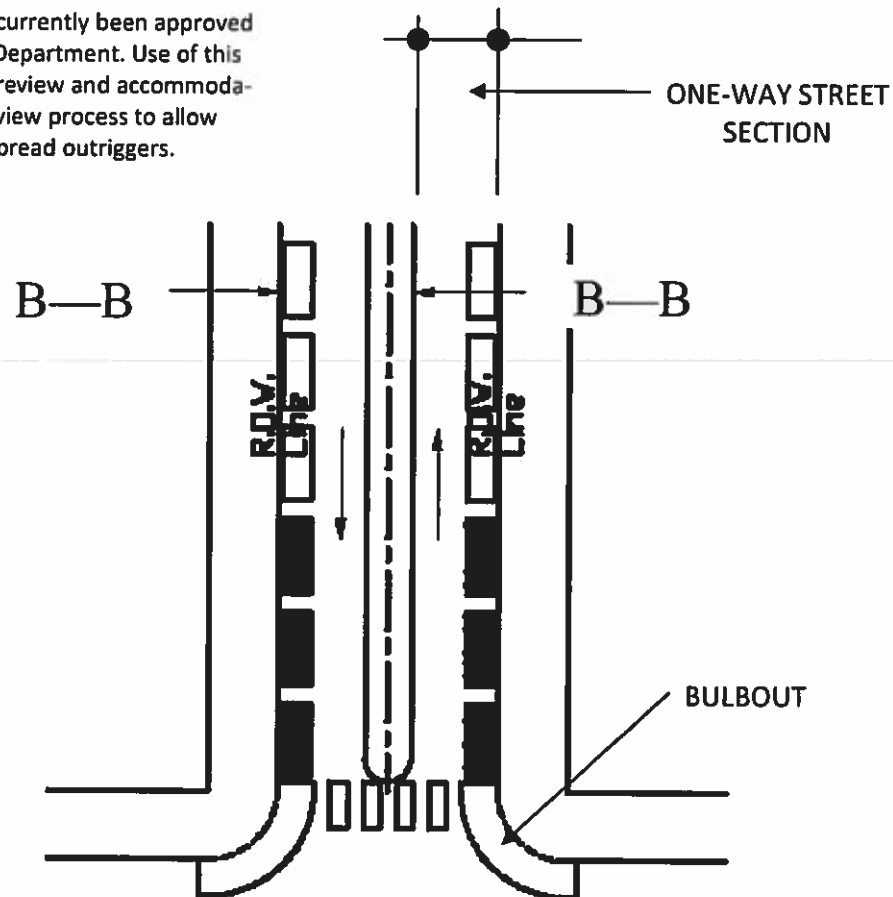
SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 4

C. THOROUGHFARE DESIGN

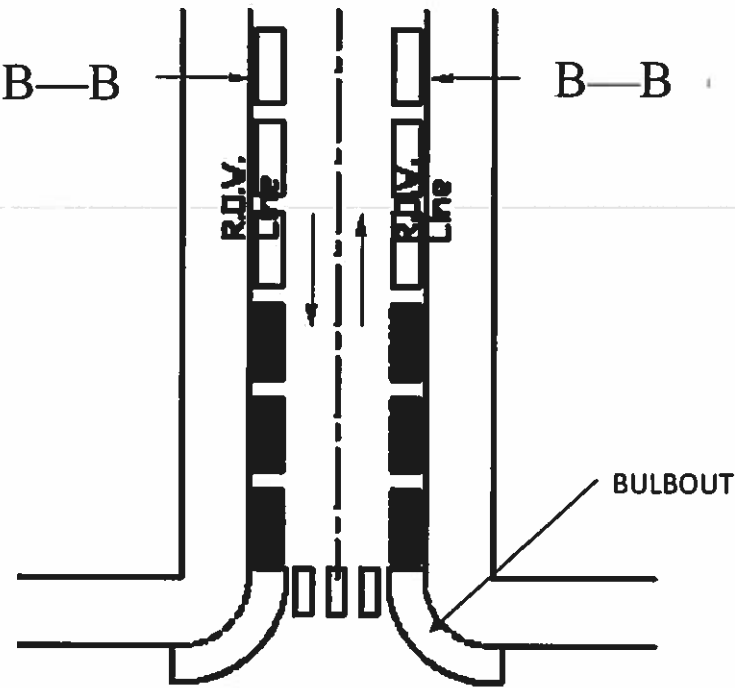
FIRE DEPARTMENT NOTE:

This street section has not currently been approved by the Flower Mound Fire Department. Use of this street section is subject to review and accommodation during the Site Plan review process to allow emergency equipment to spread outriggers.



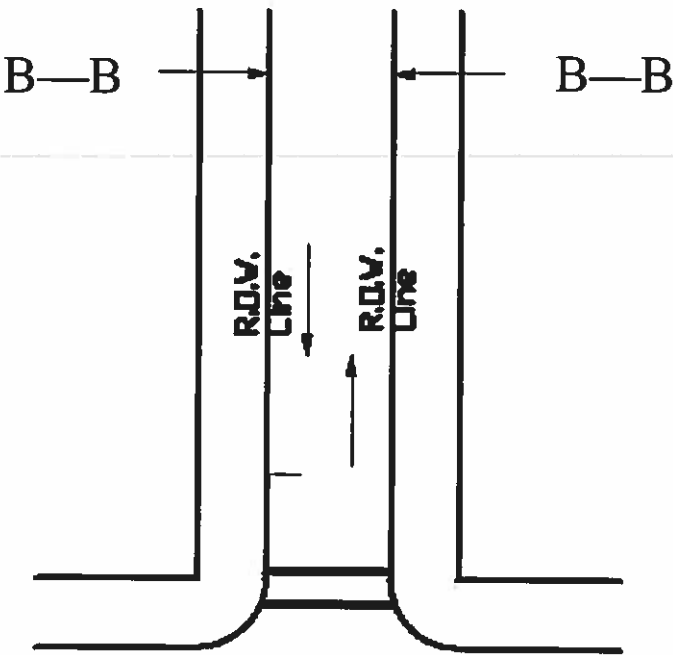
ROADWAY	COMMERCIAL 2 w MEDIAN
DESCRIPTION	Commercial or Residential Street
MEDIAN	6' but may vary
CURB TO CURB (B-B)	46'
TRAVEL LANE WIDTH	12'
PARKING LANE WIDTH	8'
PARKING ANGLE	parallel
INTERSECTION RADIUS	25'
ALLEY RADIUS	15'
BULBOUT REQUIRED	YES
CROSSWALK WIDTH	6'
PARKWAY/ TREEWELL	EITHER

C. THOROUGHFARE DESIGN



ROADWAY	COMMERCIAL 2
DESCRIPTION	Commercial or Residential Street
MEDIAN	NO
CURB TO CURB (B-B)	40'
TRAVEL LANE WIDTH	12'
PARKING LANE WIDTH	8'
PARKING ANGLE	parallel
INTERSECTION RADIUS	25'
ALLEY RADIUS	15'
BULBOUT REQUIRED	OPTIONAL
CROSSWALK WIDTH	6'
PARKWAY/ TREEWELL	EITHER

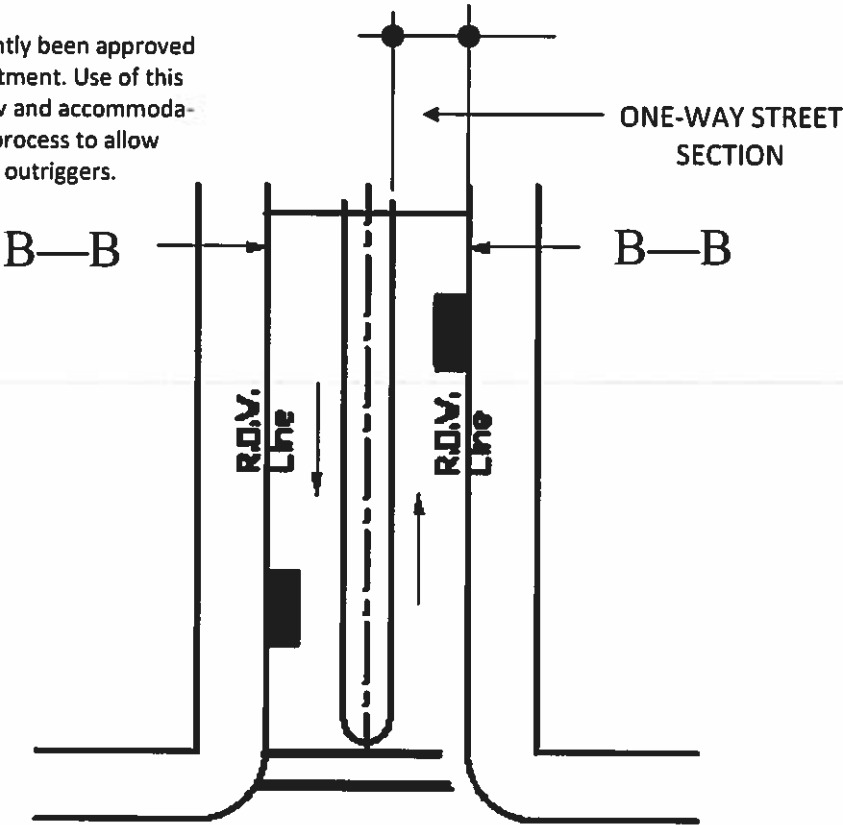
C. THOROUGHFARE DESIGN



ROADWAY	COMMERCIAL 3
DESCRIPTION	Commercial Street buildings or parking fronting street.
MEDIAN	NO
CURB TO CURB (B-B)	26'
TRAVEL LANE WIDTH	11'
PARKING LANE WIDTH	NO PARKING
PARKING ANGLE	Not Applicable
INTERSECTION RADIUS	25'
ALLEY RADIUS	15'
BULBOUT REQUIRED	NO
CROSSWALK WIDTH	6'
PARKWAY/ TREEWELL	PARKWAY/ LANDSCAPE

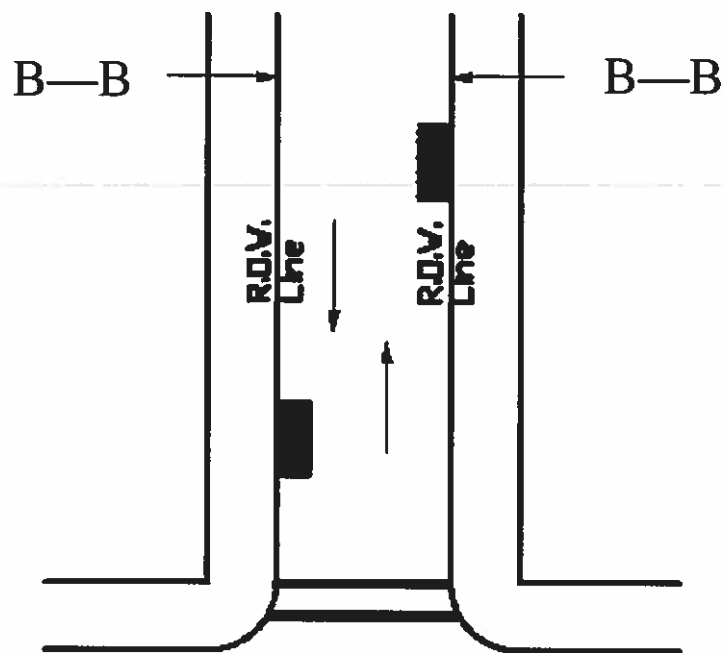
C. THOROUGHFARE DESIGN

FIRE DEPARTMENT NOTE:
This street section has not currently been approved by the Flower Mound Fire Department. Use of this street section is subject to review and accommodation during the Site Plan review process to allow emergency equipment to spread outriggers.



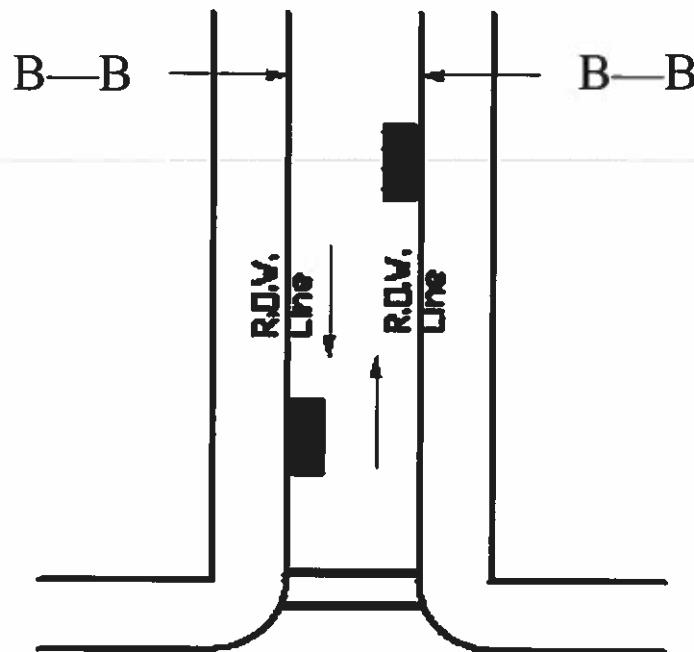
ROADWAY		LOCAL 1 w MEDIAN
	DESCRIPTION	Residential Street
	MEDIAN	6' but may vary
	CURB TO CURB (B-B)	42'
	TRAVEL LANE WIDTH	12'
	PARKING LANE WIDTH	intermittent
	PARKING ANGLE	parallel
	INTERSECTION RADIUS	25'
	ALLEY RADIUS	15'
	BULBOUT REQUIRED	NO
	CROSSWALK WIDTH	6'
	PARKWAY/ TREEWELL	PARKWAY

C. THOROUGHFARE DESIGN



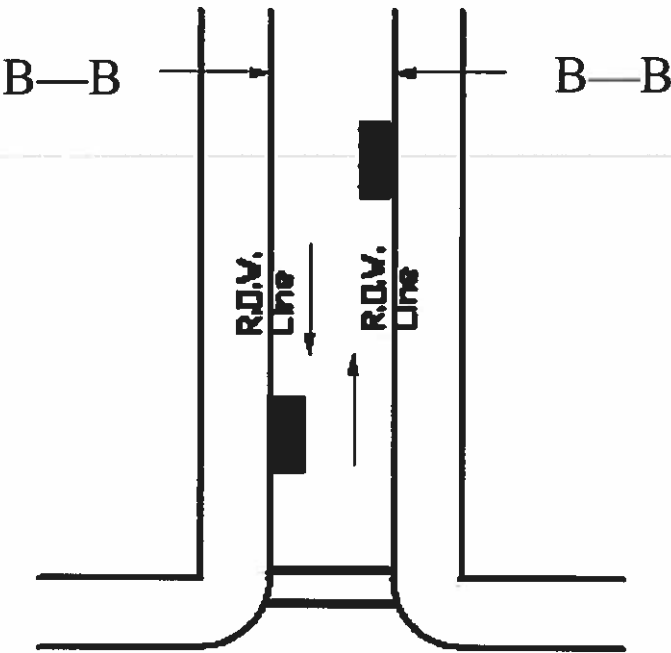
ROADWAY	LOCAL 1
DESCRIPTION	Residential Street
MEDIAN	NO
CURB TO CURB (B-B)	36'
TRAVEL LANE WIDTH	11'
PARKING LANE WIDTH	Intermittent
PARKING ANGLE	parallel
INTERSECTION RADIUS	25'
ALLEY RADIUS	15'
BULBOUT REQUIRED	NO
CROSSWALK WIDTH	6'
PARKWAY/ TREEWELL	PARKWAY

C. THOROUGHFARE DESIGN



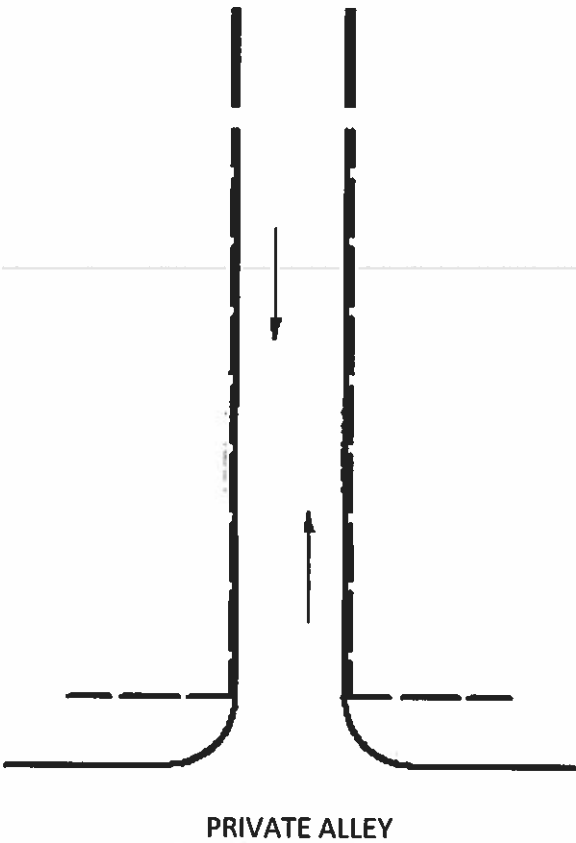
RESIDENTIAL STREET	
ROADWAY	LOCAL 2
DESCRIPTION	Residential Street
MEDIAN	NO
CURB TO CURB (B-B)	30'
TRAVEL LANE WIDTH	11'
PARKING LANE WIDTH	intermittent
PARKING ANGLE	parallel
INTERSECTION RADIUS	25'
ALLEY RADIUS	15'
BULBOUT REQUIRED	NO
CROSSWALK WIDTH	6'
PARKWAY/ TREEWELL	PARKWAY

C. THOROUGHFARE DESIGN



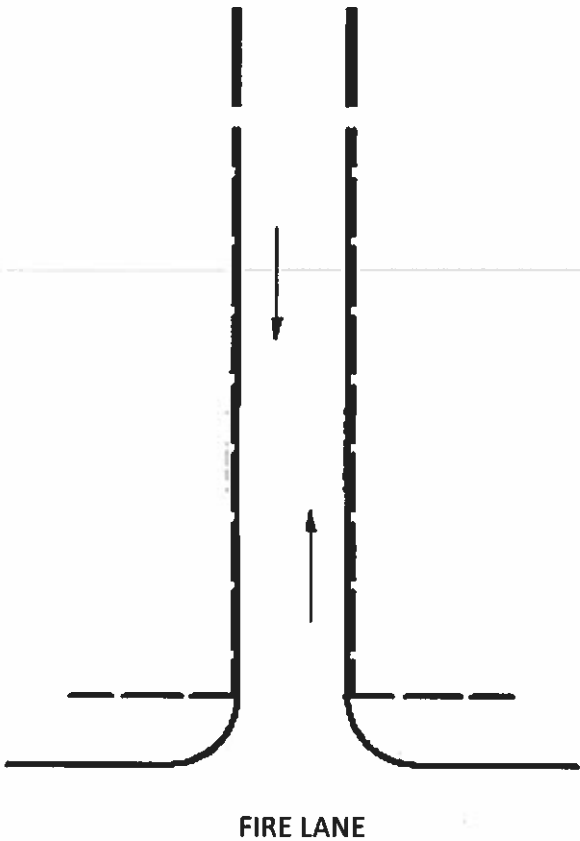
ROADWAY		LOCAL 3
DESCRIPTION		Residential Street
MEDIAN		NO
CURB TO CURB (B-B)		26'
TRAVEL LANE WIDTH		11'
PARKING LANE WIDTH		intermittent
PARKING ANGLE		parallel
INTERSECTION RADIUS		25'
ALLEY RADIUS		15'
BULBOUT REQUIRED		NO
CROSSWALK WIDTH		6'
PARKWAY/ TREEWELL		PARKWAY

C. THOROUGHFARE DESIGN



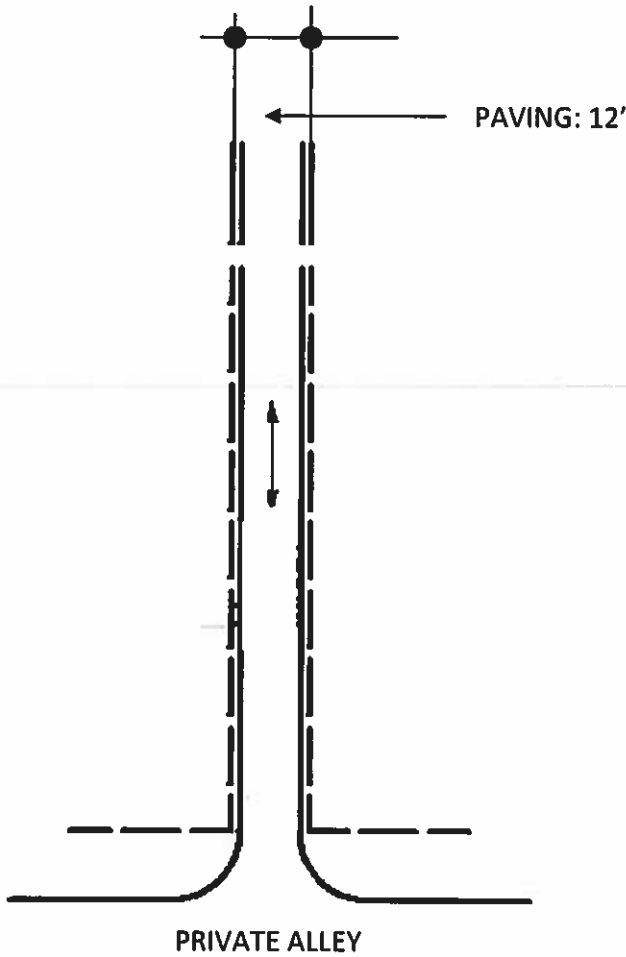
ROADWAY	PRIVATE ALLEY	
	DESCRIPTION	COMMERCIAL ALLEY
	MEDIAN	Rear Alley Commercial Access NO
	CURB TO CURB	20; no curb; reverse crown
	TRAVEL LANE WIDTH	10'
	PARKING LANE WIDTH	No parking
	PARKING ANGLE	No parking
	INTERSECTION RADIUS	25'
	ALLEY RADIUS	25'
	BULBOUT REQUIRED	NO
	CROSSWALK WIDTH	Not Applicable
	PARKWAY/ TREEWELL	Not Applicable

C. THOROUGHFARE DESIGN



ROADWAY	FIRE LANE
DESCRIPTION	Commercial Access
MEDIAN	NO
CURB TO CURB	26' min
TRAVEL LANE WIDTH	12'
PARKING LANE WIDTH	No parking
PARKING ANGLE	No parking
INTERSECTION RADIUS	25'
ALLEY RADIUS	25'
BULBOUT REQUIRED	NO
CROSSWALK WIDTH	Not Applicable
PARKWAY/ TREEWELL	Not Applicable

C. THOROUGHFARE DESIGN



ROADWAY		RESIDENTIAL ALLEY	
DESCRIPTION		Rear Alley	Residential Access
MEDIAN		NO	
CURB TO CURB		12' no curb, reverse crown	
TRAVEL LANE WIDTH		12'	
PARKING LANE WIDTH		No parking	
PARKING ANGLE		No parking	
INTERSECTION RADIUS		15'	
ALLEY RADIUS		Not Applicable	
BULBOUT REQUIRED		NO	
CROSSWALK WIDTH		Not Applicable	
PARKWAY/ TREEWELL		Not Applicable	

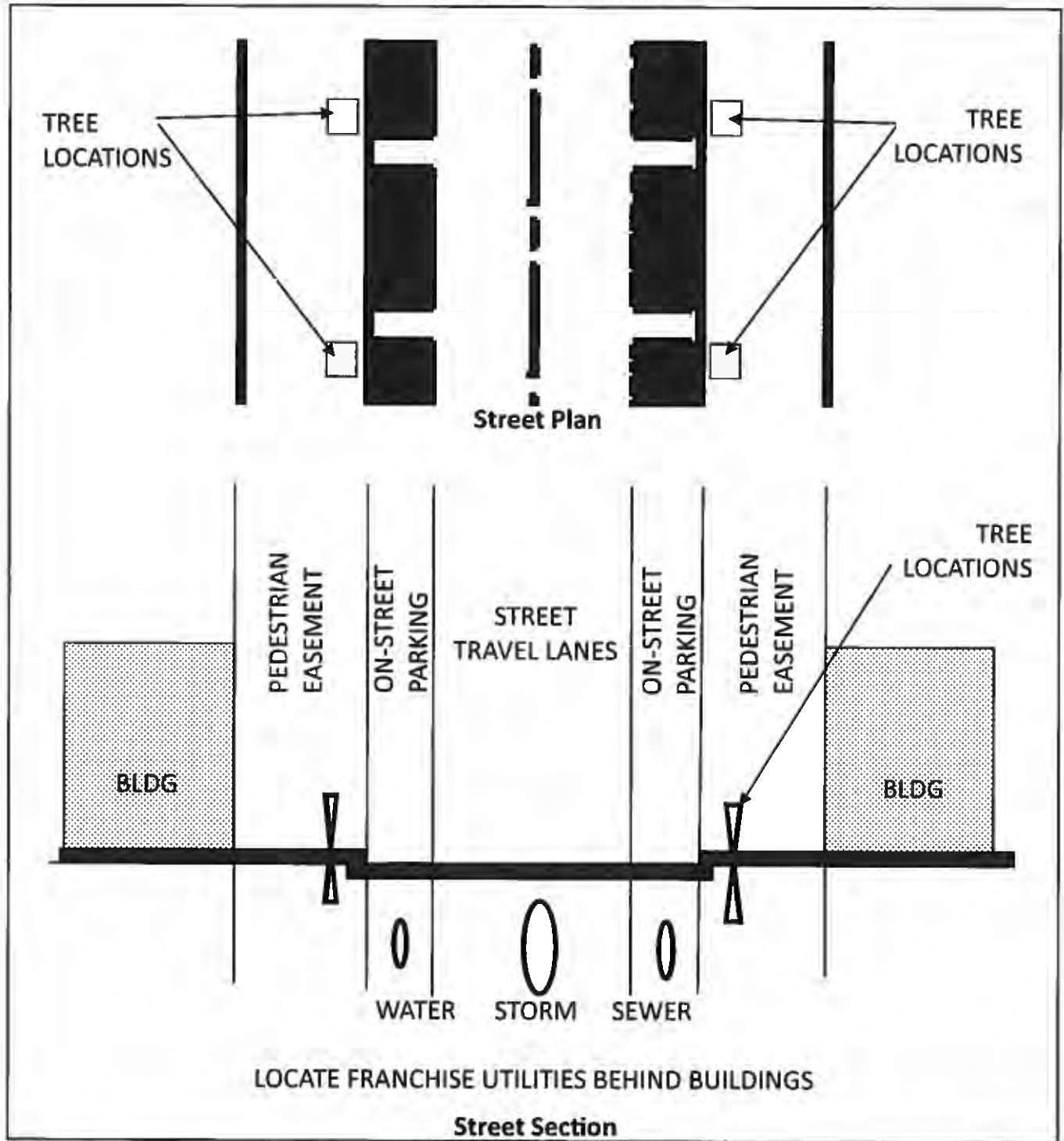
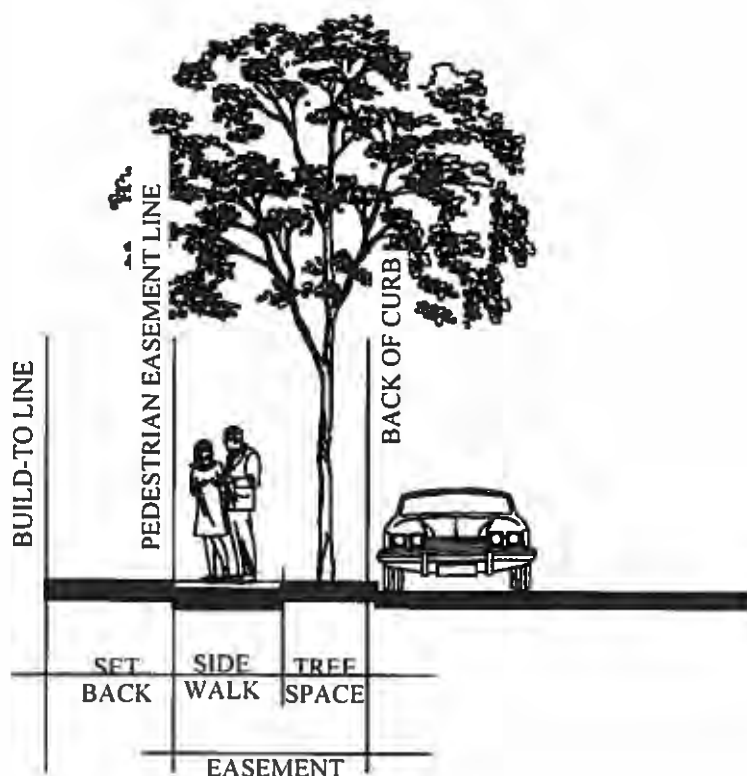
D. THOROUGHFARE DESIGN
INFRASTRUCTURE PLACEMENT

FIGURE 4.1 Utility Location

E. SIDEWALK AND PEDESTRIAN THROUGHFARE STANDARDS

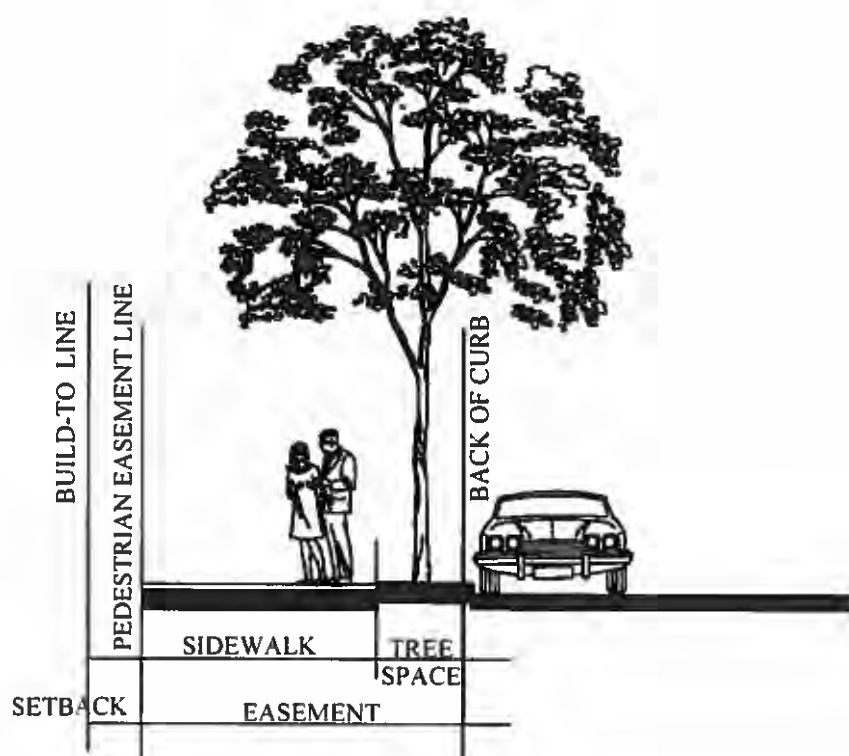


PEDESTRIAN EASEMENT	PEDESTRIAN EASEMENT 1	PEDESTRIAN EASEMENT 2
DESCRIPTION	RESIDENTIAL STREETSCAPE	URBAN STREETSCAPE
SETBACK	SEE ZONE LOT & BLOCK	SEE ZONE LOT & BLOCK
MINIMUM WIDTH OF EASEMENT	10'	9'
MAXIMUM WIDTH OF EASEMENT	17'	20'
MINIMUM SIDEWALK WIDTH	5'	5'
MAXIMUM SIDEWALK WIDTH	8'	12'
TREE SPACING	40' MAXIMUM	40' MAXIMUM
TREE SPACE TYPE	CONTINUOUS PARKWAY	PARKWAY OR TREE WELLS
TREE SPACE MINIMUM WIDTH	5'	4'
TREE SPACE MAXIMUM WIDTH	9'	9'
TREEWELL MIN SIZE		4' X 8'

NOTE: WHERE TREES ARE PLANTED IN TREE WELLS, THE SIDEWALK WIDTH IS MEASURED TO THE CURB.

Tree wells smaller than 4' x 8' are permitted provided Silva Cell or a comparable technology is employed to insure there is adequate un-compacted soil volume around the tree well.

E. SIDEWALK AND PEDESTRIAN THROUGHFARE STANDARDS



PEDESTRIAN EASEMENT	PEDESTRIAN EASEMENT 3	PEDESTRIAN EASEMENT 4
DESCRIPTION	COMMERCIAL SIDEWALK	SIDEWALK FRONTING RETAIL
SETBACK	SEE ZONE LOT & BLOCK	SEE ZONE LOT & BLOCK
MINIMUM WIDTH OF EASEMENT	10'	12'
MAXIMUM WIDTH OF EASEMENT	15'	18'
MINIMUM SIDEWALK WIDTH	6'	12'
MAXIMUM SIDEWALK WIDTH	15'	18'
TREE SPACING	40' MAXIMUM	40' MAXIMUM
TREE SPACE TYPE	TREE WELL OR PARKWAY	TREE WELL
TREE SPACE MINIMUM WIDTH	4'	4'
TREE SPACE MAXIMUM WIDTH	6'	6'
TREE WELL MIN SIZE	4' X 8'	4' X 8'

NOTE: WHERE TREES ARE PLANTED IN TREE WELLS, THE SIDEWALK WIDTH IS MEASURED TO THE CURB.

Tree wells smaller than 4' x 8' are permitted provided Silva Cell or a comparable technology is employed to insure there is adequate un-compacted soil volume around the tree well.

F. TRAIL STANDARDS

TRAIL 1

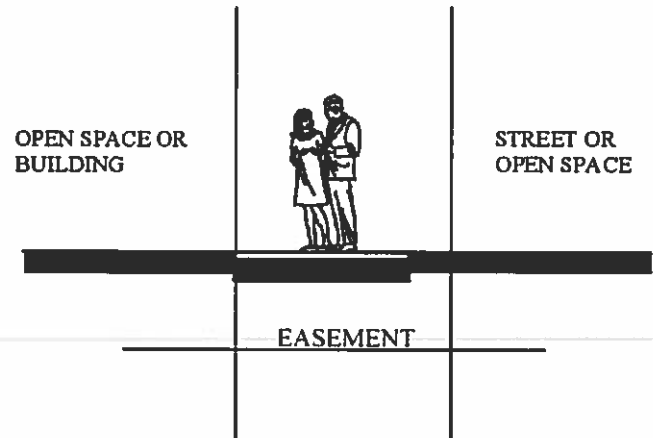
The Town trail is located within a 10' trail easement. The trail is a minimum of 8' wide and shall meet the Town's construction specifications for trails. The maximum slope shall be 5% or matching the slope of the adjacent street, whichever is greater.

Within the Planned Development 134, the trail may be located adjacent to a building, a street, an arterial, or a parking lot.

The Town Trail must be one continuous, unobstructed 8' or greater surface, except where crossing streets or driveways.

Minimum separation distances to the concrete surface are as follows:

1. Building: 5' separation
2. Street Curb: 5' separation
3. Parking Lot: 5' separation
4. Arterial: 15' separation to curb

TRAIL 2

The local trail is typically located within open space.

The local trail may be located adjacent to a building or a street. Minimum separation distances to the concrete surface are as follows:

1. Building: 4' separation
2. Street: 4' separation if trail is concrete
3. Parking Lot: 4' separation



TABLE 4.3 Trail Standards

SIDEWALK	TRAIL 1	TRAIL 2
DESCRIPTION	REGIONAL TRAIL	LOCAL TRAIL
MINIMUM WIDTH OF EASEMENT	10'	NONE REQ'D
MAXIMUM WIDTH OF EASEMENT	NA	NONE REQ'D
MINIMUM TRAIL WIDTH	8'	5' FOR CONCRETE; NO MINIMUM FOR D.G. SURFACE TRAILS
MAXIMUM TRAIL WIDTH	12'	NA
TREE SPACING	NONE REQ'D	NONE REQ'D
TREE SPACE	NA	TREE WELL
TRAIL SURFACE MATERIAL	BROOM FINISH CONCRETE	BROOM FINISH CONCRETE OR DECOMPOSED GRANITE

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 5

CIVIC/OPEN SPACE AND LANDSCAPE STANDARDS

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 5

SUBSECTION 5.1: PARK & OPEN SPACE ADMINISTRATION

- A. This Section defines the park and open space requirements for the mixed use Southgate Planned Development which is subject to Section 98-905 of the Code of Ordinances.
- B. Any changes to quantity, collection, or disbursement of park or environmental impact fees shall be addressed in the Developer Agreement.
- C. Each zone has requirements for minimum parks and open space and must comply with the following standards.
- D. The majority of the parks and open spaces require turf and trees as the minimum standard unless specified otherwise. The minimum tree planting is specified in table 5.1. The tree species must be selected from the Town's approved list of tree species.
- E. Minimum Open Space requirements are listed in Table 3.2.
- F. Surplus open space in one zone may be applied to deficiencies in other zones.
- G. Furnishings and equipment shall meet or exceed Town standards.

TABLE 5.1 Park and Open Space Requirements

PARK TYPES	CENTRAL PARK	NEIGHBORHOOD PARK	POCKET PARK	LINEAR PARK	PRESERVE	PLAZA	BUFFER FRONT	BUFFER REAR	GENERAL OPEN SPACE
MINIMUM AREA in SF	40,000	20,000	10,000	5,000	20,000	200	NA	NA	NA
MINIMUM WIDTH	50	40	30	15	50	15	15	5	10
TRAIL CONNECTION	REQ	P	P	REQ ¹	P	P	P	P	P
OPEN TO PUBLIC	REQ	P	P	REQ ¹	P	REQ ¹	P		P
WATER FEATURE	P	P	P			P			
SHADE STRUCTURE	P	P	P		< 60 SF	P			
LIGHTING	P	P	P	P		REQ			P
BENCHES & TRASH	REQ	REQ	REQ	P	P	REQ			
TABLES & CHAIRS	P	P	P			REQ			P
PICNIC TABLE			P						P
DRINKING FOUNTAIN	REQ	REQ	P	P	P	P	P	P	P
PLAYGROUND			P						
TREES	15/ac	10/ac	8/ac	30' O.C.	NOTE 5	15/AC	1/40'	1/50'	5/ac
GROUND COVER	Mostly Turf	Mostly Turf	Turf or Mulch	Turf or Mulch	Natural, Wild	Paved, gravel, some turf	Turf & Ground Cover	Turf & Ground Cover	Turf or Mulch
SEASONAL COLOR	200 SF MIN	100 SF MIN	P	P		P	P	P	P

P = PERMITTED ; REQ = REQUIRED; NA = NOT APPLICABLE; SHADED = PROHIBITED

NOTE 1 The trail within a linear park may be independent of the Town's trail network

NOTE 2 Not used

NOTE 3 Parks & open space may be in the form of parks, preserves, buffers, plazas, including floodplain areas.

NOTE 4 Open Spaces shall be dedicated to a Property Owners' Association and shall open to the public.

NOTE 5 The Preserve is intended to maintain the existing trees and canopy, although additional planting may be permitted.

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 5

SUBSECTION 5.2: PARK & OPEN SPACE CHARACTER DEFINITION

A. CENTRAL PARK

1. **Frontage Requirement:** The park shall be surrounded by streets, front building facades, or open space on all sides.
2. The Central Park may contain areas of detention, either wet or dry, or floodplain provided the area is accessible to pedestrians.



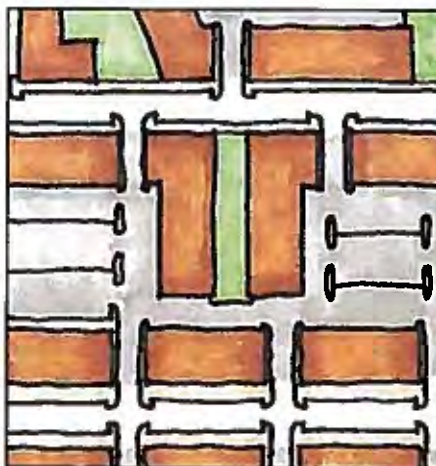
B. NEIGHBORHOOD PARK

1. **Frontage Requirement:** The Neighborhood Park must have frontage either on a public way or be adjacent to the fronts of lots for at least on half of its perimeter.
2. Locations for neighborhood parks are encouraged to be near the areas of steep topography, so that leaving some natural terrain and vegetation is desirable, with areas of trails, turf, and furnishings.



C. POCKET PARK

1. **Frontage Requirement:** The Pocket Park must have frontage either on a public way or be adjacent to the fronts of lots or buildings on at least one side.
2. Locations for neighborhood parks may be tucked into spaces between other lots or between buildings.

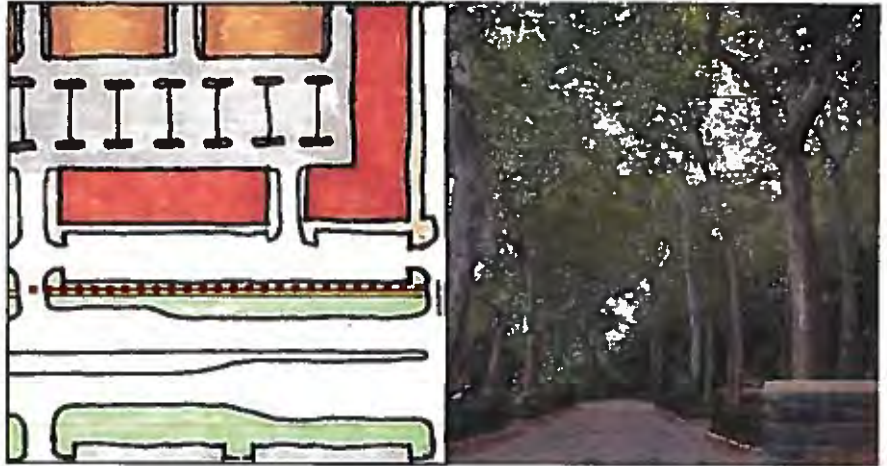


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D. LINEAR PARK

1. Frontage Requirement: The Linear Park must have access from a public right-of-way.
2. Linear Parks may be located along the fronts, sides or rear of lots or buildings.
3. Linear Parks are a part of either the local trail system, or the Town's regional trail network. They shall have trees lining at least one side of the trail.



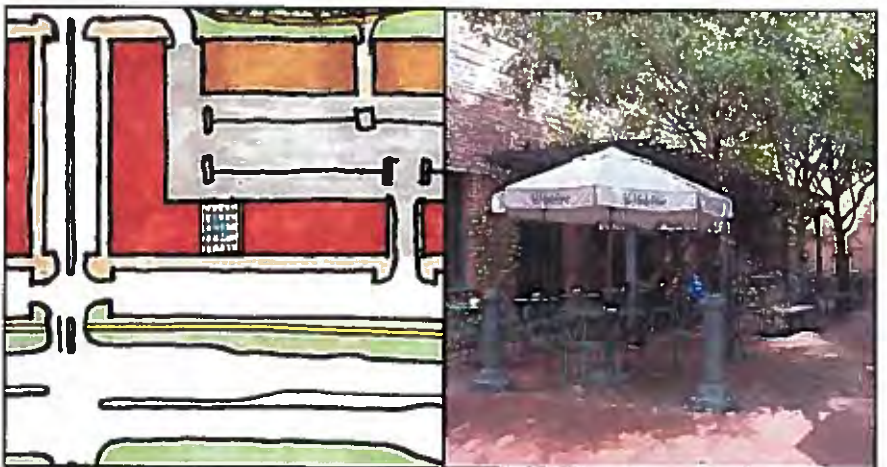
E. PRESERVE

1. Frontage Requirement: The Preserve must have access from a public right-of-way.
2. Preserves are common areas that leave the natural topography and habitat as close to its natural state as possible, and may include natural surface trails.



F. PLAZA

1. Frontage Requirement: The Plaza must have access from a public right-of-way. And have frontage on at least one side.
2. Plazas are common areas or commercial areas that may be entirely paved. The requirement for trees may be fulfilled with the addition of tree wells. Plazas may be fenced to comply with food service regulations or other prevailing laws.



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G. FRONT BUFFER

1. Frontage Requirement: a Front Buffer is the linear space between the public way and the private frontages. It is required adjacent to all arterial roadways unless a Linear Park is used instead.
2. Front Buffer landscape requirements are indicated in the Landscape Table 5.2.
3. A sidewalk or Pedestrian Easement is not required.



H. REAR BUFFER

1. Frontage Requirement: A Rear Buffer is the linear space between private lots, or between private lots and public ways and are required to screen loading or service areas, or parking lots at the backs or sides of commercial property. No Frontage is required.
2. Rear Buffer landscape requirements are indicated in the Landscape Table 5.1.
3. A sidewalk or Pedestrian Easement is not required.



I. GENERAL OPEN SPACE

1. Frontage Requirement: No Frontage is required.
2. General Open Space landscape requirements are indicated in the Landscape Table 5.1. Where the slopes must be graded, they shall be graded to appear as natural and varied as possible.
3. A sidewalk or Pedestrian Easement is not required.

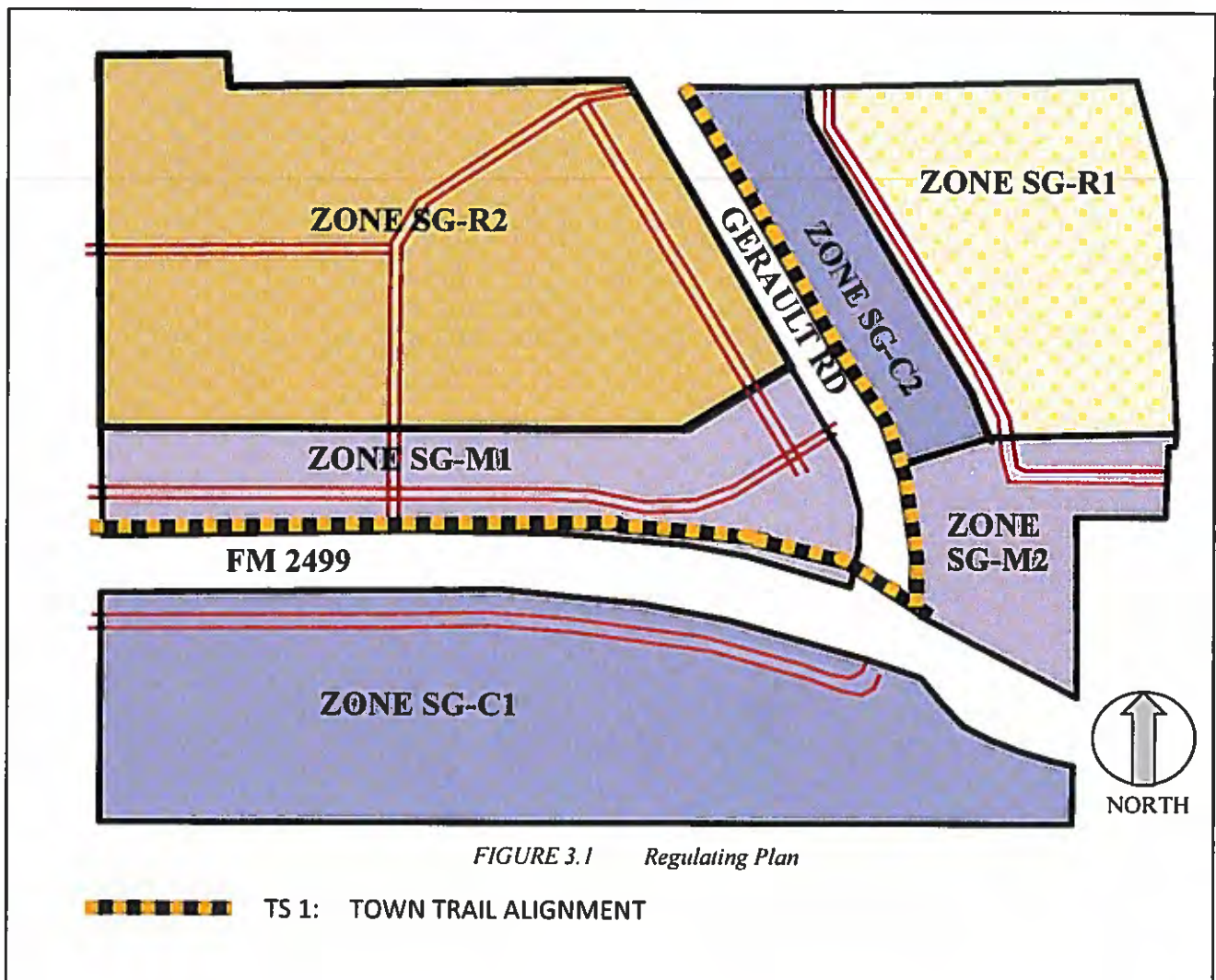


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J. TOWN TRAIL PLAN

1. The Town's trail final design shall be designed in conformance to the Town's trail standards, except as defined herein.
2. The trail design shall be submitted and reviewed in accordance with site plan review procedures simultaneously with the specific property site plan application.
3. The maximum slope of the Trail may match the slope of the adjacent roadway but shall not exceed the slope of the adjacent roadway.



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K. Required Landscaping.

1. **Street Trees.** Street trees will be planted in tree wells or within landscape areas based on the type of street or Pedestrian Easement and shall comply with the applicable standards. Street trees shall be a minimum of three inch (3") caliper with a five foot (5') clear trunk and planted based upon a targeted average spacing as indicated in Section 4.C Pedestrian Easement.
2. Spacing may be adjusted as necessary to accommodate block length, curb cuts, crosswalks, vaults, pedestrian and vehicular block breaks and comparable features.
3. Street trees adjacent to streets or street parking and in medians shall be selected from the approved list of plantings in Lakeside Business District Plant Palette established by the Town, unless a different species is specified within the Southgate Planned Development Code or approved by the Town Manager. Street trees shall be installed in accordance with these criteria:
 - (a) a minimum of two feet (2'0") from back of curb; and
 - (b) in landscape areas that are not less than four feet (4') in width, provide irrigation and drainage systems.
 - (c) Tree wells smaller than 4'x8' shall be permitted provided Silva Cell or equivalent technology is employed.
4. **Median Trees.** Median trees shall be a minimum of three inch (3") caliper and planted based upon a targeted average spacing of thirty feet (30') on center.
5. **Shrubs and Groundcover along Streets and in Medians.** Shrubs and groundcover adjacent to streets or street parking and in medians shall be selected from the approved list of plantings set out in the Code of Ordinances, unless a different species is specified within the Southgate Planned Development Code or approved by the Town Manager. For plantings within twenty feet (20') of any street intersection, shrubs and groundcover shall not exceed two feet (2') in height, and tree branching shall provide seven feet six inches (7'6") of clearance as measured from the top of the ground surface to the first branch along the tree trunk. Trees shall be maintained so as to provide adequate clearance for vehicular traffic.
6. **Streetscape Furnishings and Fixtures.** Streetlights and lamps, traffic signage and control devices, street sign posts, benches, sidewalk trash receptacles, bicycle racks and other streetscape furnishings, fixtures and equipment shall be selected and installed or constructed in accord-

ance with the Design Principles set out in these Development Standards. Traffic signage and control devices and street sign posts shall also comply with the applicable requirements of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Ground signs located in the street right of way, medians or buffers, benches, sidewalk trash receptacles, bicycle racks and other streetscape furnishings, fixtures and equipment shall be perpetually maintained by the applicable Owners' Association.

7. **Open Space Common Areas.** Landscape design of open space common areas shall include selection and configuration of plantings, hardscape areas and accessory elements, including, without limitation, lighting, seating, accessory structures (e.g., gazebos, band-stands) and water elements as is appropriate to each such area. Designs for open space common areas shall be included in a submitted Site Plan, if such site includes open space common areas.
8. **Landscaping within Yards.** Plantings to be located within required yards may include but shall not be limited to the following: understory trees, shrubs, vines, ground covers, grasses and flowers. Hardscape materials may include but shall not be limited to: stone, brick pavers and concrete. Final landscape design for required yard areas shall be prepared as part of the Site Plan for said lot or site.
9. **Landscape Requirements for Parking.**
 - a) **Parking Structures.** There are no landscaping requirements for parking structures that are located in a Block Interior. Parking structures facing the public ROW shall require Rear Buffers.
 - b) **Surface Parking Lot Trees.** A surface parking lot shall have, within the lot area, a minimum of one (1) tree, three inch (3") caliper, with subsurface irrigation, for every ten (10) parking spaces provided in the lot.

L. Tree Preservation.

1. **Landscape Buffer Tree Requirements.** All landscape Front Buffers shall have a minimum of one (1) tree (minimum 3" caliper) per thirty (30) linear feet of buffer; however, trees in landscape buffers may be clustered in natural groupings provided that the total number of trees, when averaged over the length of the buffer, meets said standard.
2. **Compliance: Tree Credit Schedule.** In achieving compliance with the requirements of this Section the property

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owner/developer may plant trees or apply credits for existing or transplanted trees or newly planted trees. Existing protected trees that are moved and replanted will be credited toward the requirements of this Section based on tabulations submitted with the site plan applications. Tabulation of current information applicable to the site plan shall be submitted if form similar to sheets in Figures 5.2 and 5.3 regarding required mitigation and proposed credits. For transplanted trees, credits shall be based on one inch (1") of credit for each caliper inch of the trans-

planted tree, with fractional measurements being rounded to the nearest whole number.

3. Mitigation: Only areas that are within SG-R1 and SG-R2 and outside the ESA are subject to Tree Mitigation. Tree surveys of specimen trees only will be submitted with each applicable site plan. No mitigation or impact fees shall be required for removal of trees that are approved for removal as part of the Site Plan application and approval process. No mitigation or impact fees shall be required for the zones containing commercial occupancy.

TABLE 5.2
TABULATION OF REQUIRED TREE MITIGATION

ZONES	SUBJECT TO MITIGATION		EXEMPT FROM MITIGATION					
	SG-R1	SG-R2	SG-M1	SG-M1	SG-M2	SG-G1	SG-C2	TOTALS
ZONE AREAS (SEE TABLE 3.2)	15.6	33.4	10.2	4.7	7.0	30.9	6.3	108.3
UPLAND HABITAT	0.0	22.2	0.0	1.5	0.0	0.0	0.0	23.7
RIPARIAN HABITAT	0.0	1.4	0.2	2.2	3.4	15.6	0.0	22.8
ESA AREA TOTALS	0.0	23.5	0.2	3.7	3.4	15.6	0.0	46.5
AREA SUBJECT TO ESA MITIGATION	0.0	23.5	0.0	0.0	0.0	0.0	0.0	23.5
AREA SUBJECT TO TREE MITIGATION	16.9	9.9	0.0	0.0	0.0	0.0	0.0	26.8
ESTIMATED MITIGATION REQUIREMENTS: TO BE VERIFIED AT SITE PLAN SUBMITTAL								
SPECIMEN TREES REMOVED	12	16	4	8	10	5	5	60
SPECIMEN TREES TO BE MITIGATED	5	4	0	0	0	0	0	9
CALIPER INCHES TO BE MITIGATED	150	120	0	0	0	0	0	270
3" TREES REQUIRED	100	80	0	0	0	0	0	180

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TABLE 5.3 TREE MITIGATION CREDITS								
	SG-R1	SG-R2	SG-M1 WEST	SG-M1 EAST	SG-M2	SG-C1	SG-C2	TOTAL
	Total Trees	Total Trees	Total Trees	Total Trees	Total Trees	Total Trees	Total Trees	Total Trees
FM 2499 N			51	15	16			83
FM 2499 S						64		64
GERAULT E					16		51	67
GERAULT W		28		22				50
STREET A1		32	19					51
STREET A2		69						69
STREET B								0
STREET C		28		9				37
STREET D		50						50
STREET E				29				29
STREET F								0
STREET G	40						40	80
STREET H							16	16
STREET I								0
STREET J	15				15		16	46
ADDED STREETS	206							206
	Total Trees	Total Trees	Total Trees	Total Trees	Total Trees	Total Trees	Total Trees	
PARKS								
CENTRAL	0	0	15	0	0	0	0	15
NEIGHBORHOOD	5	5	0	0	0	0	0	10
POCKET	2	2	0	2	0	0	0	5
GENERAL OPEN SPACE	0	5	0	5	10	10	0	30
	Total Trees	Total Trees	Total Trees	Total Trees	Total Trees	Total Trees	Total Trees	Total Trees
COMMERCIAL PARKING LOTS		125		12	12	180	30	359
COMMERCIAL FRONT YARDS								
TOTALS	267	343	85	94	69	254	153	1266

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SECTION 6

PARKING STANDARDS

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SUBSECTION 6.1: REQUIRED PARKING.

- A. The number of required parking spaces for uses in Southgate shall be determined as follows:
- B. Sections 82-73(3) and (4) of the Code of Ordinances shall not apply as a whole, the determination that a development is a large development and is, therefore, required to provide a parking study consistent with the overall parking study and provision shall be made in regard to each Site Plan.
- C. The applicant for a Site Plan may elect the application of the Code of Ordinances to adjust the number of required parking spaces.
- D. Parking spaces for persons with disabilities will be provided in the number and with such dimensions as are required by the Texas Accessibility Standards.
- E. The parking requirement may be reduced upon a submittal of the parking calculation by the applicant and approval by the Town.

TABLE 6.1 Minimum Required Parking

OCCUPANCY / USE	MINIMUM REQUIRED PARKING
General Office and Retail "Blended Rate"	1 space per 250 sq ft. (4/1000 SF)
General Office Only	1 space per 333 sq ft. (3/1000 SF)
Restaurant	1 space per 100 sq ft. (10/1000 SF)
Hotel	1 space per lodging room
Loft / Multifamily	
1 bedroom/efficiency	1 space per unit
2 bedrooms	1.8 spaces per unit
3 bedrooms or more	2 spaces per unit
Residential other than Loft / Multifamily	
Age Restricted Housing	1 space per unit
Condominium Housing	1.8 spaces per unit
Single Family Attached	1 space per lot
Single Family Detached	2 spaces per lot
Nonresidential uses other than those listed above	Sixty five percent (65%) of the number of spaces that would be required under the Code of Ordinances

- F. Location and design of off-street parking.
 - 1. Any off-street surface parking area located adjacent to a street shall be screened in the form of a landscape row which is at least 3 feet in height at maturity.
 - 2. Structured Parking facilities may be used to meet the parking requirements provided they do not occupy more than 75' of ground floor street frontage per block.
- G. Required Parking.
 - 1. The number of required parking spaces for uses in Southgate Planned Development shall be determined by Table 6.1.
 - 2. Sections 82-73(3) and (4) of the Code of Ordinances shall not apply to Planned Development 134 as a whole. The determination that a development is a large development and is, therefore, required to provide a parking study consistent with the overall parking study and provision shall be made in regard to each Site Plan.
 - 3. The applicant for a Site Plan may elect the application of the Code of Ordinances to adjust the number of required parking spaces.
- H. Parking Dimensions.
 - 1. General. The minimum required dimensions of parking spaces and aisles, if any, shall be as indicated in this Section 6.
 - 2. On-Street Parking: Section 82-78—Parking Area Design, shall not apply to on-street parking within the SG-M1 zoning District.
 - 3. Covered Parking: Structure is to be masonry or metal and must comply with the regulations governing building materials. Carports of metal construction are permitted.
 - 4. Parking Structures. The dimensions of parking spaces located in parking structures shall be designed and submitted as part of the site plan review process.

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TABLE 6.2 Parking Standards

PARKING TYPE	PARKING STANDARD	COMMENT
ON-STREET PARKING:		
Parallel Parking:	8' x 20' min	From Back of Curb
Angled-in Parking	9' x 18' min (See Fig 6.1)	Angle = 60° from Curb
PARKING LOTS		
Parking Space, Typical	9' x 18'	Accessible spaces comply w ADA
Aisle Width	24' min	
Maximum area within a block	Unlimited	See Block Standards, Section 3
Maximum Depth Visible from Street	See Specific Zone Standards	
Landscape Requirements	See Section 5	
Perimeter Landscaping	5' wide landscaped buffer	
Tandem Spaces	9' x 20'	Only behind associated garage space for same tenant
GARAGES		
"Tuck-under" Garage Dimensions	10' x 20' Min	Permitted in SG-R2 and SG-M1 Zones
"Tuck-under" Garage Doors		Garage Doors Required
Carport Dimensions	9' x 20'	Not readily visible from Street

I. Mixed Use Parking.

1. Mixed use parking standards may be applied to satisfy parking requirements in Southgate Planned Development. In applying mixed use parking standards, the Schedule of Mixed Use Parking, Table 6.3, sets forth the percentage component for the calculation. The number of required parking spaces is determined by multiplying the percentage in each cell by the number

of spaces required for the use and then totaling the resulting numbers for each column, and the column total that generates the highest number of parking spaces is the parking requirement.

2. The parking requirement may be reduced upon a submittal of the parking calculation by the applicant and approval by the Town.

TABLE 6.3 Shared Parking for Mixed use Occupancy

Use	WEEKDAY		WEEKEND		NIGHT
	Daytime 6 a.m. – 6 p.m.	Evening 6 p.m. – midnight	Daytime 6 a.m. – 6 p.m.	Evening 6 p.m. – midnight	Midnight-6 a.m.
General or professional office	100%	10%	10%	5%	5%
Laboratory, medical or dental office	100%	10%	10%	5%	5%
Retail	50%	90%	100%	70%	5%
Restaurant	50%	100%	100%	100%	10%
Hotel	70%	100%	70%	100%	70%
Multifamily	60%	100%	60%	100%	100%
Residential, other than multifamily	100%	100%	100%	100%	100%

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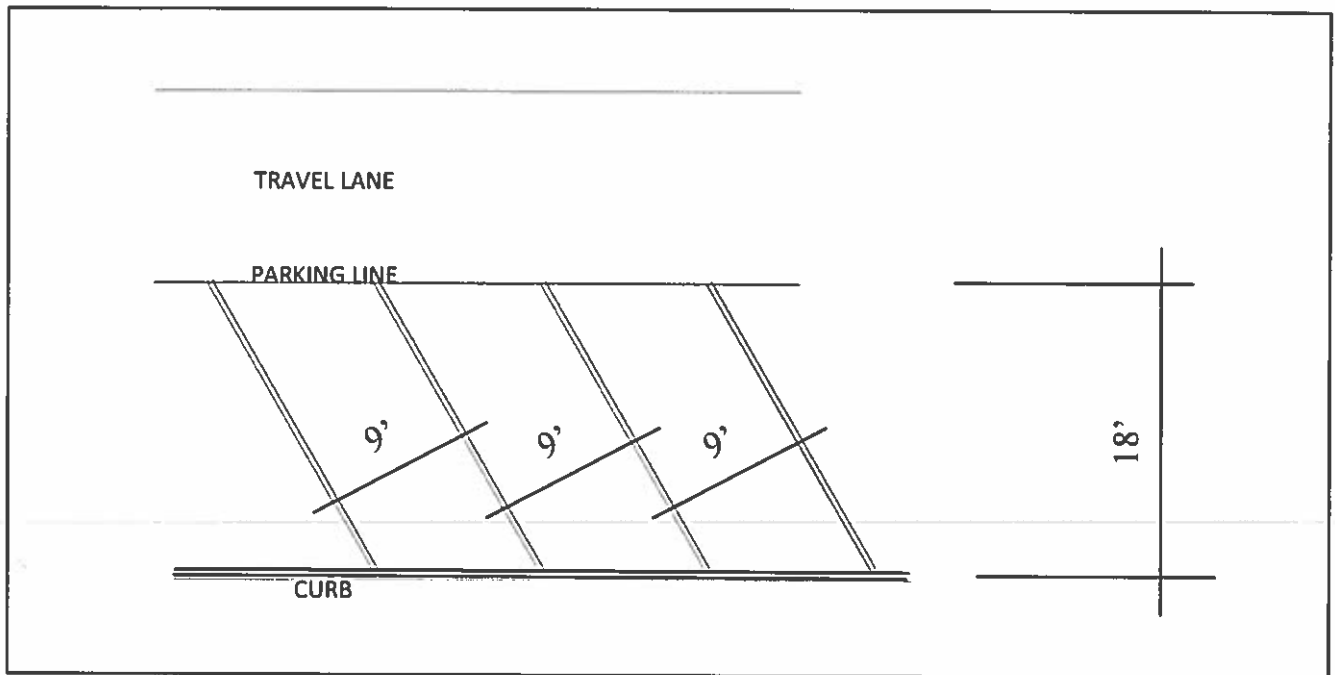


Figure 6.1: Angled-in Parking Dimensions

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SECTION 7

ARCHITECTURE AND BUILDING STANDARDS

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SECTION 7

Section 7.1 BUILDING DESIGN STANDARDS

- A. The intent of these design standards is to comply with the aesthetic goals of Sections 4.3 (Architectural Standards), 4.35 (Mixed Use Architectural Standards), and 4.43 (Lakeside Business District standards) of the Urban Design Plan Section of the Flower Mound Master Plan while tailoring the regulations to the specific project.
- B. Building Design Standards are divided into five categories.
 1. Commercial Buildings are occupied entirely by commercial uses including retail, hotel, restaurant or office.
 2. Mixed-use Buildings contain both commercial occupancy and residential occupancy.
 3. Multi-family Buildings contain multiple dwelling units within a single building on a single lot.
 4. Single Family Attached contain multiple dwelling units separated by shared walls on individually platted lots.
 5. Single Family Detached are freestanding individual dwelling units on a single lot.
- C. Commercial Structures—Conventional Commercial Structures (Freestanding Commercial, In-line Retail, Pad Sites)
 1. Zones Permitted: SG-C1, SG-C2, SG-M1, SG-M2. Exclusively commercial building are permitted in Zone SG-M1 but shall comply with mixed-use building standards.
 2. Materials—Permitted and Prohibited:
 - a) Materials for structures will be in compliance with the intent of Sections 4.3.5 Facade Materials of the Urban Design Plan of the Flower Mound Master Plan, subject to the specific modifications below.
 - b) Minimum exterior façade—100 percent masonry façade on all wall elevations.
 - c) Masonry Materials include: Brick, Stone, Cultured Stone, Cultured Brick, Stucco, and painted tilt-wall concrete, Horizontal Cementitious Siding.
 - d) Prohibited exposed materials include: Exposed Aggregate Concrete, Concrete Masonry Units, Exterior Insulation and Finish System (for primary wall surface), Metal Siding, Vinyl Siding, Wood Siding (for primary wall surface), vertical or panel siding.
 - e) Trim Materials: Wood, EIFS, Fiberglass.
 - f) Mirrored or tinted glass is permitted.
3. Building and accessory structures location on lot:
 - a) Dumpsters must be accessed from the alley or parking lot and must be concealed by a masonry wall.
 - b) Service and delivery and loading docks must be accessed from the alleys or rear of structures.
4. Required Features:
 - a) Enclosed and conditioned interior corridors on upper floors.
 - b) Elevators shall be used for multi-tenant buildings 2 or more full stories in height.
 - c) HVAC units and utility meters shall be concealed from the public right-of-way, and shall be placed at the rear of the building or HVAC units may be placed on the roof. Roof screening may be required to insure that equipment is not visible from the adjacent public right-of-way.

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D. Mixed-Use Structures (Lofts over Commercial)

1. Zones Permitted: SG-R2, SG-M1, SG-M2

2. Materials—Permitted and Prohibited:

- a) Materials for structures will be in compliance with the intent of Sections 4.3.5 Facade Materials of the Urban Design Plan of the Flower Mound Master Plan, subject to the specific modifications below.
- b) Exterior façade—100 percent masonry façade on all wall elevations.
- c) Masonry Materials include: Brick, Stone, Cultured Stone, Cultured Brick, Stucco may be used on all walls.
- d) Painted tilt-wall concrete, and Horizontal Cementitious Siding may be used for facades facing parking lots or alleys.
- e) Trim Materials: Wood, EIFS, Fiberglass may be used as trim materials not exceeding 15% of any exterior wall.
- f) Prohibited exposed materials include: Exposed Aggregate Concrete, Concrete Masonry Units, Exterior Insulation and Finish System (for primary wall surface), Metal Siding, Vinyl Siding, Wood Siding (for primary wall surface), vertical or panel siding.
- g) Mirrored or tinted glass is permitted on the second floor and above.

3. Building and accessory structures location on lot:

- a) Individual garages must be accessed from the alley or parking lot.
- b) Carports must be accessed from the alley or parking lot, and not readily visible from the adjacent public frontage.
- c) Dumpsters must be accessed from the alley or parking lot and must be concealed by a masonry wall.
- d) Ancillary buildings or outbuildings fronting the street must match the primary building in design and materials.

- e) Ground floors must have multiple primary entrances on the public sidewalk, not greater than 75' apart.

- f) Service and delivery and loading docks must be accessed from the parking lots or alleys.

4. Required Features:

- a) Minimum ground floor height shall be 10' clear to bottom of structure.
- b) Windows and glass area on the ground floor facing the street shall comply with Figure 7.1
- c) Upper stories, if used for residential occupancy, shall comply with the building standards for upper floors for the multifamily buildings.
- d) Stairways shall be concealed from the street and be placed within the building footprint.
- e) Pedestrian entrances shall be approximately level with, and accessible from the street.
- f) Elevators are required in buildings 4 or more stories in height.
- g) If a portion of the roof is visible from the adjacent public frontage, the roof material shall be slate, simulated slate, tile, simulated tile, standing seam metal roof, or architectural grade asphalt shingle.
- h) If brick is used, it shall be properly detailed: Brick shall course exactly to the top and bottom of all wall openings.
- i) If brick is used, a soldier course or other masonry header shall be placed above windows & doors on the street façade.
- j) HVAC units and utility meters shall be concealed from the public right-of-way, and shall be placed at the rear of the building or HVAC may be placed on the roof. Roof screening may be required to insure that equipment is not visible from adjacent public right-of-way.
- k) The roof, if sloped, shall have a finished eave and soffit, with a minimum 12 inch eave.
- l) The roof, if flat, shall terminate at a parapet with appropriate trim and articulation.

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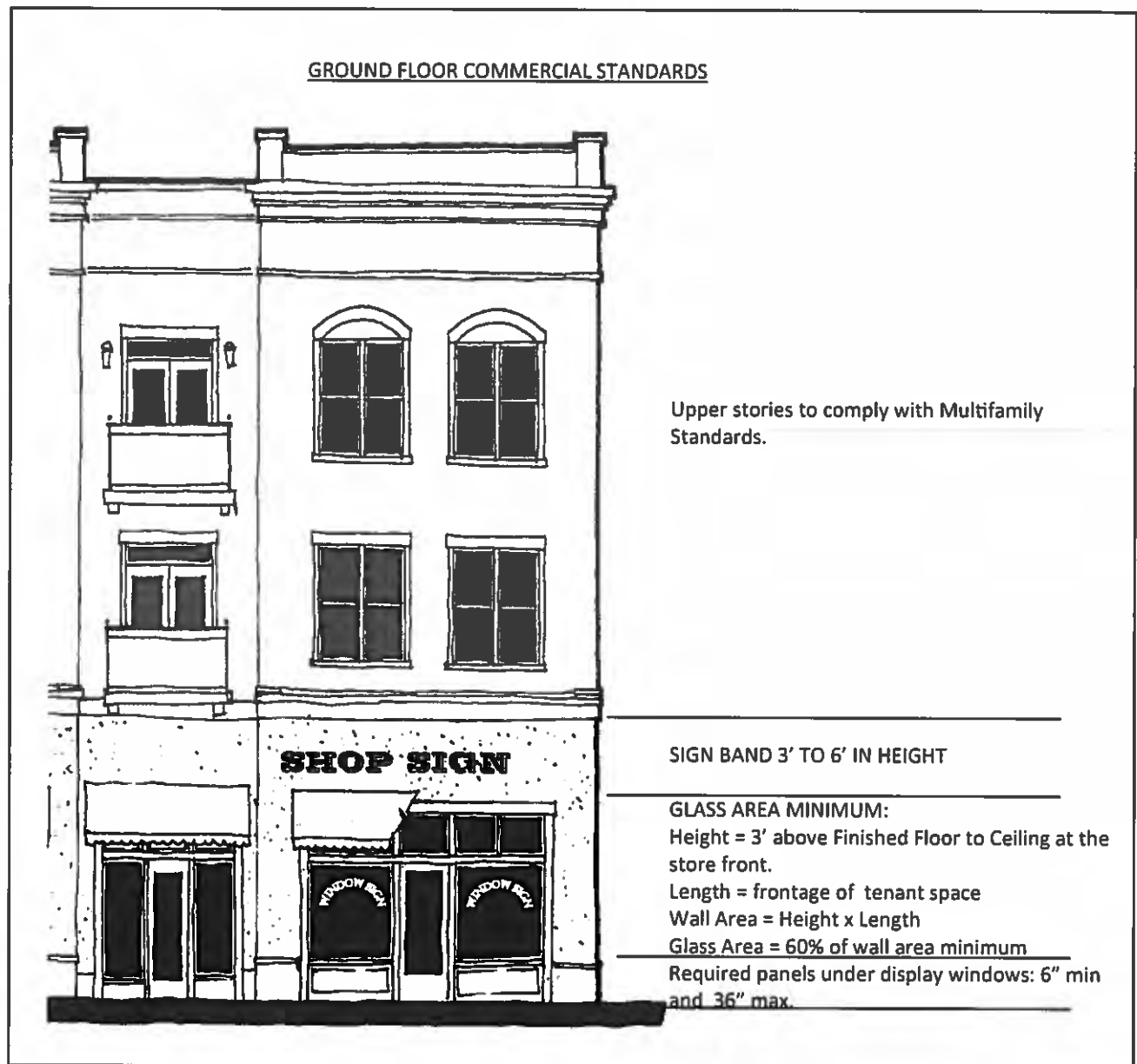


Figure 7.1. Ground floor built to commercial standards

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SECTION 7

E. Residential Multifamily Structures

1. Zones Permitted: SG-R2
2. Materials—Permitted and Prohibited:
 - a) Materials for structures will be in compliance with the intent of Sections 4.3.5 Facade Materials of the Urban Design Plan of the Flower Mound Master Plan, subject to the specific modifications below.
 - b) Exterior façade—100 percent masonry façade on all wall elevations.
 - c) Masonry Materials include: Brick, Stone, Cultured Stone, Cultured Brick, Stucco may be used on all walls.
 - d) Painted tilt-wall concrete, and Horizontal Cementitious Siding may be used for facades facing parking lots or alleys.
 - e) Trim Materials: Wood, EIFS, Fiberglass may be used as trim materials not exceeding 15% of any exterior wall.
 - f) Prohibited exposed materials include: Exposed Aggregate Concrete, Concrete Masonry Units, Exterior Insulation and Finish System (for primary wall surface), Metal Siding, Vinyl Siding, Wood Siding (for primary wall surface), Rough-sawn wood, vertical or panel siding.
 - g) Mirrored or tinted glass is permitted.
 - h) Sliding glass doors are prohibited on the ground floor facing a public street or public open space. They may be permitted on upper floors or ground floors facing parking lots or alleys.
 - i) If a portion of the roof is visible from the adjacent public frontage, the roof material shall be slate, simulated slate, tile, simulated tile, standing seam metal roof, or architectural grade asphalt shingle.
3. Building and accessory structures location on lot:
 - a. Individual garages and carports must be accessed from the alley or parking lot. Carport columns must match primary building material, if visible from the public ROW.
 - b. Dumpsters must be accessed from the alley or parking lot and must be concealed by a masonry wall.
 - c. Any ancillary building or outbuilding fronting the street must match the primary building in design and materials.
4. Required Building Features:
 - a. Elevators are required in buildings 4 stories or greater.
 - b. Stairways should be concealed from the street and be placed within the building footprint, although stairs and corridors may be exposed to ambient weather.
5. Required Ground Floor Features
 - a. Pedestrian entrances serving multiple dwelling units shall be accessible from the adjacent pedestrian easement by walkway or stairs not to exceed one-half story.
 - b. Every building fronting the Pedestrian Easement shall have at least one entrance accessible from the public sidewalk.
 - c. There shall be no limit to the number or frequency of individual unit entrances accessible from the public frontage.
 - d. Where individual dwelling units have Personal Outdoor Space (patio or balcony) between the building and the adjacent Pedestrian Easement, there shall be a railing, not less than 2 feet nor greater than 4 feet in height, separating the Personal Outdoor Space from the public sidewalk.
6. Required Upper Floor Features
 - a. Projecting balconies may not be enclosed by walls, or portions of walls. Porch or balcony columns shall be roughly equal in width and depth.
 - b. HVAC units and utility meters shall be concealed from the public right-of-way, and shall be placed at the rear of the building or HVAC may be placed on the roof. Roof screening may be required to insure that equipment is not visible from adjacent public right-of-way.
 - c. Windows installed with the glass in the same plane as the primary wall surface are prohibited on facades facing the public street or a public park. The glass shall be recessed from the primary wall plane 1.5 inches or more.
 - d. Sloped roofs: the eave shall extend at least 12" from the wall plane below, and shall be trimmed and finished with permitted materials.
 - e. Flat roofs: The wall shall terminate in a parapet above the roof plane, sufficiently detailed to match the building style.

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F. Residential Attached Structures

1. Zones Permitted: SG-R1, SG-R2
2. Materials—Permitted and Prohibited:
 - a) Exterior façade—80 percent minimum masonry façade on all wall elevations, excluding doors and windows.
 - b) Masonry Materials include: Brick, Stone, Cultured Stone, Cultured Brick, Stucco, and Horizontal Cementitious Siding may be used on all walls.
 - c) Trim Materials: Wood, EIFS, Fiberglass may be used as trim materials not exceeding 15% of exterior walls.
 - d) Prohibited exposed materials include: Concrete Masonry Units, Exterior Insulation and Finish System (for primary wall surface), Metal Siding, Vinyl Siding, Wood Siding (for primary wall surface), vertical or panel siding.
 - e) Roof material shall be slate, simulated slate, tile, simulated tile, standing seam metal roof, or architectural grade asphalt shingle or other material of equal architectural quality.
3. Required Features:
 - a. Buildings may include as few as two lots, or as many as 8 units.
 - b. Architectural grade asphalt shingles, or better.
 - c. Wood front door.
 - d. Concealed HVAC units, trash storage and utility meters to insure equipment is not visible from adjacent ROW.
 - e. If shutters are used, they shall be exactly one-half the width of, and the same height of the associated opening.
 - f. If chimneys are visible, they shall be sheathed in real or cultured brick or stone, or stucco.
 - g. If chimneys are visible, they shall have a projecting cap
 - h. If chimneys are located on a street-facing wall, they shall extend to the ground.
 - i. Front Stoop and Portico at front door.

G. Residential Detached Structures

1. Zones Permitted: SG-R1, SG-R2
2. Architecture
 - a. All single family residential structures shall provide an architectural style which is appropriate to the site, the project, and the town of Flower Mound.
 - b. All lots shall be served by alleys to access driveways and garages.
3. Materials—Permitted and Prohibited:
 - a. Materials for structures will be in compliance with Flower Mound Development Standards.
 - b. Minimum exterior façade—80 percent masonry façade.
4. Required Features:
 - a. A covered stoop or porch is required for every dwelling unit.
 - b. Roof shall be architectural grade asphalt shingles, or better.
 - c. Wood or stained fiberglass simulated wood grain front door.
 - d. HVAC units, trash storage, and utility meters. Shall be concealed from the public street.
 - e. If shutters are used, shutters shall be approximately one-half the width of, and the same height of the associated opening. Shutters do not need to be operable.
 - f. Gutters shall be copper, galvanized steel, aluminum or painted if exposed.
 - g. If chimneys are located on a street-facing wall, they shall extend to the ground.
 - h. The porch columns shall be consistent with the architectural style.

EXAMPLES OF RESIDENTIAL BUILDINGS

*Figure 7.5: Residential Multifamily and Townhome Structures*

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 7

APPENDIX: EXCEPTIONS, WAIVERS, EXHIBITS

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

WAIVERS AND EXCEPTIONS

SECTION	DESCRIPTION	
98-151	Economic Development Projects are eligible for ESA waivers. Waive fees for Riparian and Upland habitat in zones with commercial uses Waive topographic slope protection in all zones	Applies
98-169	Economic Development Projects are eligible for community character waivers.	Applies
98-905	Park Fees applicable to projects with a mixture of uses	Applies
98-906	Tree Mitigation rules applicable to projects with a mixture of uses	Applies
94-81.8	Tree Mitigation requirements applicable in Lakeside Business District	Applies
90-446	Applicable use of park fees	Applies
90-445	PALS Board recommendations required	Not Apply
94-38	ECC recommendations required	Not Apply
Chapter 32	An exception to the access management policy and criteria regarding driveway spacing contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances.	Exception for median break

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

PI of 5, EXHIBIT B
Environmental Protection Plan

EXECUTIVE SUMMARY

W&M Environmental Group, Inc. (W&M) developed this Environmental Protection Plan (EPP) for the proposed Southgate at Flower Mound development located on 108 acres in the Town of Flower Mound (Town), Denton County, Texas (Site). The Site is located at the intersection of F.M. 2499 and Gerault Road. The regional location of the Site is shown on Figure 1.

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

No Environmental Survey was conducted by the Town at the Site prior to our engagement; however, W&M identified ESAs during our Site reconnaissance on November 4, 7, and 8, 2013. ESA boundaries are presented on Figure 2, which also shows the Site boundaries and how the property is referenced as three separate parcels: northwest parcel, northeast parcel, and the south parcel. W&M's topographic slope protection map is presented as Figure 3. The ESA areas are summarized in Table 1 below along with the typical ESA mitigation strategy. This EPP does not include a specific Site plan; therefore, it does not address ESA impact dimensions that may be part of a future Site development plan.

Table 1 – ESA Summary Table:

ESA	Parcel Details and ESA Area	ESA Mitigation
Riparian Habitat	Northwest parcel: 2.81 acres (plus portion of upland habitat) Northeast parcel: 2.82 acres South parcel: 14.83 acres Total area: 20.46	Mitigation for impacts to riparian areas is typically accomplished by payment into the Town's Tree Fund at \$15,000 per acre of impacted riparian habitat area.
Upland Habitat	Northwest parcel: 24.39 acres (includes portion of riparian habitat)	Impacts to upland habitat are typically mitigated by payment to Town's Tree Fund at \$15,000 per acre of impacted habitat.
Waters of the State	Northwest parcel: 1,463 linear feet (LF) of swales (WOTS). Northeast parcel: 1,735 LF of swales and non-jurisdictional impoundment (0.18 acre). South parcel: 722 LF of swales. Jurisdictional streams and wetlands described below are also included as WOTS.	Impacts to WOTS are typically mitigated by facilitating their flow within the on-Site drainage plan.

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

P2 of 5, EXHIBIT B
Environmental Protection Plan

ESA	Parcel Details and ESA Area	ESA Mitigation
Wetlands/ Waters of the U.S.	Northwest parcel: Two large and one small ephemeral stream (ES) systems (3,385 LF) that drain into an intermittent stream (IS-1) at the Site. One impoundment (Impoundment-1, 0.08 acre) and one forested wetland (0.4 acre). Northeast parcel: One impoundment (Impoundment-2, 0.18 acre) and an emergent wetland (EW-1, 0.35 acre). South parcel: Continuation of IS-1. Total intermittent stream = 2,052 LF. The ephemeral streams, intermittent streams, Impoundment-1, forested wetland, and emergent wetland are likely jurisdictional waters of the U.S. (WOTUS).	Mitigation for impacts to wetlands is accomplished in accordance with requirements of the U.S. Army Corps of Engineers Section 404 permit. Purchase of wetland and stream credits is anticipated to be the selected method of wetland and stream mitigation.
Floodplain	No 100-year FEMA Floodplain was identified at the Site, but shaded portions of Zone-X (500-year floodplain) with 0.2-percent-annual chance floodplain are represented on east side of south parcel and south boundary of northeast parcel. A flood study map prepared by Jacobs in 2009 identified Town-defined floodplain adjacent to IS-1 and in low areas adjacent to the north of portions of F.M. 2499.	If development is proposed in portions of town-designated or FEMA (500-year) floodplain, Town approval and FEMA map revision may be required.
Prairie Habitat	No area meeting the Town's definition of prairie habitat was identified at the Site.	Although long periods of agricultural use that include grazing and surface disturbances have altered the species composition so that prairie habitat is not present, some native prairie plants are present and prairie restoration is an option in some areas if so desired.
Topographic Slope Protection	Areas of slope 5 to 12 percent and >12 percent have been mapped at the Site (Figure 3).	Construction activities in areas with slope equal or greater than 5% may proceed with a waiver from the Town for Topographic Slope Protection in the SMARTGrowth Analysis.
Water Impoundment Protection	Northwest parcel: Impoundment-1 contains a wetland of approximately 0.18 acre, but has a larger capacity of approximately 0.34 acre. Northeast parcel: Impoundment-2 has surface area capacity of 0.23 acre and contains a wetland of approximately 0.18 acre.	Neither impoundment is at or above the Town's 0.5-acre threshold for preservation.

The overall ecological health of the Site is somewhat degraded as much of the Site has been affected by historical agricultural activities that included cleared pastures, grazing, surface mining, and historical channelizing of streams including much of the intermittent unnamed tributary to Denton Creek. Although several areas of mature tree stands are present at the Site, many of those stands are less than 30 years old. The waterways have been affected by impoundments, ditch construction, historic dumping of solid waste (farm-related debris), and construction of F.M. 2499 and Gerault Road. The pastures support introduced non-native invasive plant species and were not dominated by mid-successional or climax native grasses. The steep, wooded slopes in the northwest corner of the northwest parcel, including segments of intermittent and ephemeral streams, appeared to have the least impact from the aforementioned stressors.

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P3 of 5, EXHIBIT B
Environmental Protection Plan

Based on a review of historical aerial photographs and topographic maps, large areas of the three parcels that comprise the Site were cleared for agricultural fields or pastures; primarily in the lower elevations.

Although no development plan has been finalized at the date this EPP was drafted, it is assumed that most development plans for this property would require some impacts to ESAs identified at the Site. Based on preliminary findings, some of the ephemeral and intermittent streams and wetlands appear to be waters of the U.S. Impacts to jurisdictional streams and wetlands would be mitigated in accordance with requirements of the U.S. Army Corps of Engineers (USACE) Section 404 of the Clean Water Act (CWA) permit. Two impoundments have been identified at the Site, but none are greater than the 0.5 acre minimum size that requires preservation by current Town standards.

Areas of upland habitat and riparian habitat were identified at the Site. Impacts to both upland habitat and riparian habitat are typically mitigated by paying into the Town of Flower Mound Tree Fund at a rate of \$15,000 per acre of upland or riparian habitat impact.

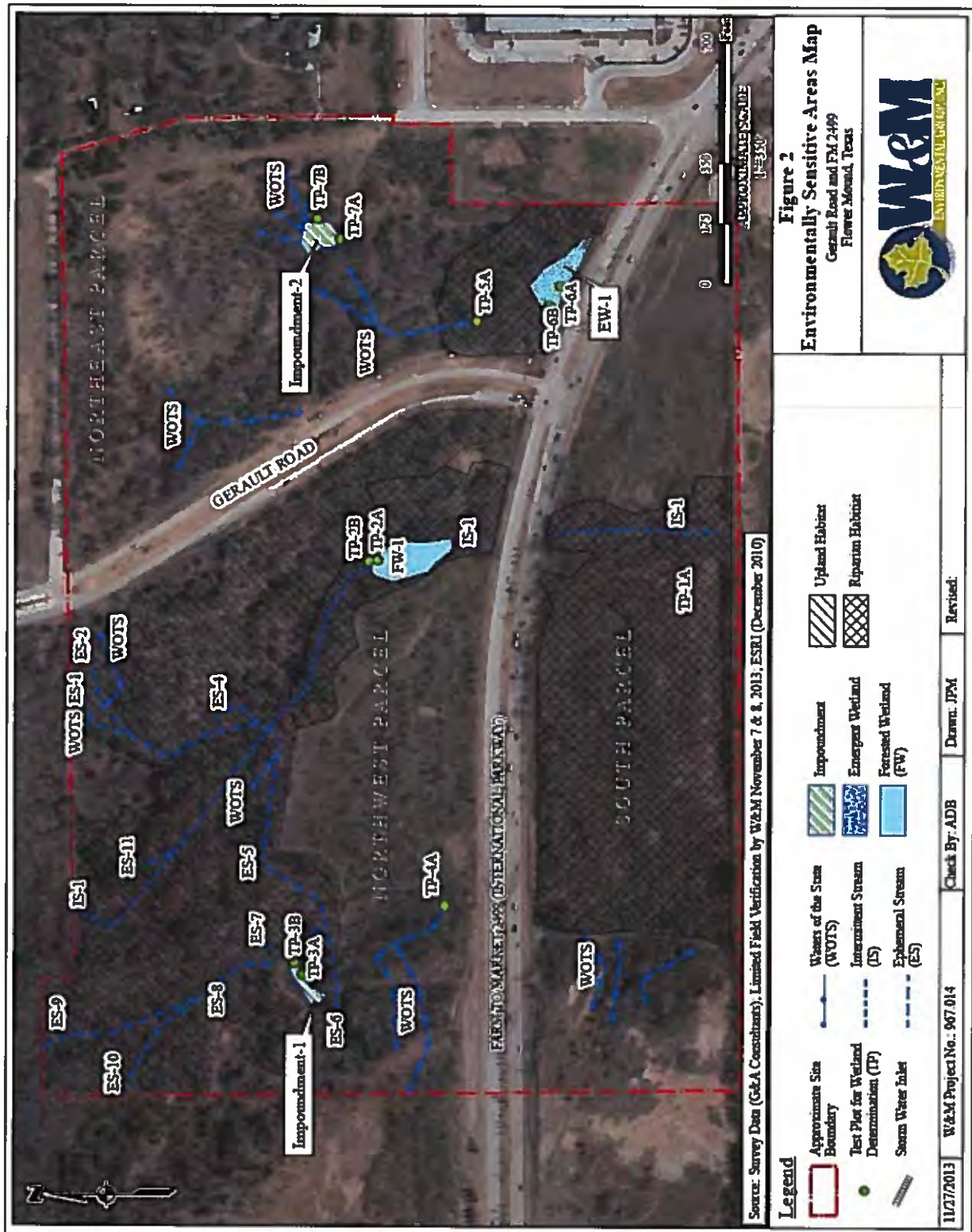
Portions of the Site have steep slopes above the two thresholds of 5 and 12 percent. The current Town development standards do not allow grading of slopes equal to and greater than 12% (greater than 6 foot rise) and limit mass grading in areas of greater than 5% slopes with rise greater than 6 feet or slope length greater than 50 feet. The identification of slopes has been completed by Geographic Information System (GIS) analysis of topographic data with limited Site verification. Verification of slope conditions compared to current Town standards by ground survey is recommended prior to finalizing the Site plan.

Several Specimen Trees have been identified at the Site in a previous tree survey completed by G&A Consultants, Inc. In our experience, elimination of some specimen trees is often approved by the Town during Site review and approval process; however, it is understood that avoidance is preferred where practicable.

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

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Environmental Protection Plan



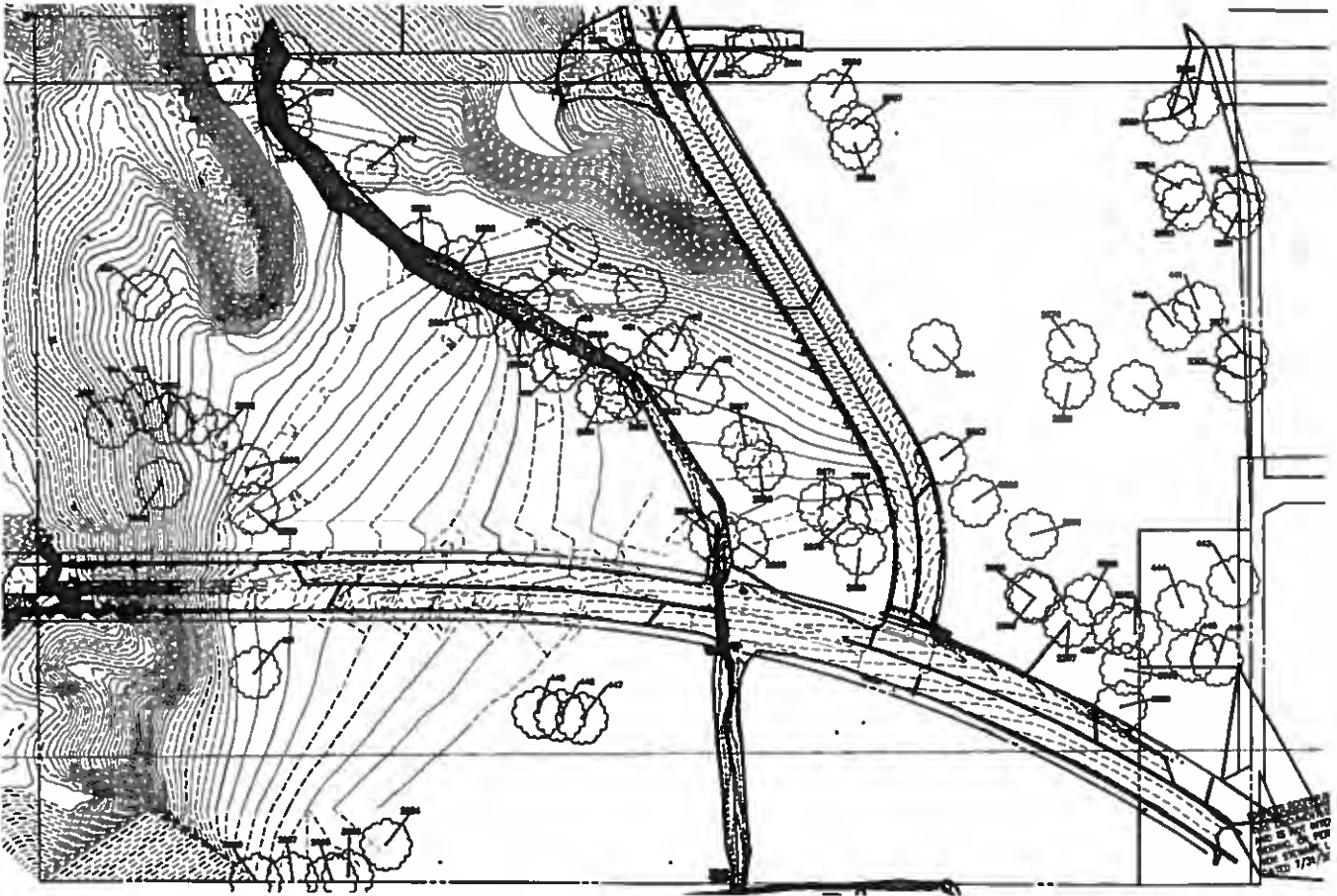
SOUTHGATE DEVELOPMENT CODE
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Environmental Protection Plan



SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

P1 of 2, EXHIBIT C
Tree Survey



LIST	Tree Number	Caliper	Tree Type	Botanical	Protected Tree	Tree To Remain	Specimen Tree
1	441	21"	CEDAR ELM	Ulmus crassifolia	YES		YES
2	442	21"	CEDAR ELM	Ulmus crassifolia	YES		YES
3	443	22"	CEDAR ELM	Ulmus crassifolia	YES		YES
4	444	26"	POST OAK	Quercus stellata	YES		YES
5	445	29.5"	POST OAK	Quercus stellata	YES		YES
6	446	25"	POST OAK	Quercus stellata	YES		YES
7	447	37.5"	PECAN	Carya ilinoensis	YES		YES
8	448	32.5"	PECAN	Carya ilinoensis	YES		YES
9	449	34"	PECAN	Carya ilinoensis	YES		YES
10	451	29.5"	PECAN	Carya ilinoensis	YES		YES
11	452	21.5"	CEDAR ELM	Ulmus crassifolia	YES		YES
12	452	25"	POST OAK	Quercus stellata	YES		YES
13	453	22"	CEDAR ELM	Ulmus crassifolia	YES		YES
14	454	28.5"	POST OAK	Quercus stellata	YES		YES
15	455	26"	PECAN	Carya ilinoensis	YES		YES
16	456	27.5"	PECAN	Carya ilinoensis	YES		YES
17	458	33.5"	PECAN	Carya ilinoensis	YES		YES
18	459	28"	PECAN	Carya ilinoensis	YES		YES
19	460	27"	PECAN	Carya ilinoensis	YES		YES
20	461	25"	PECAN	Carya ilinoensis	YES		YES
21	462	27.5"	PECAN	Carya ilinoensis	YES		YES
22	2200	24"	CEDAR ELM	Ulmus crassifolia	YES		YES
23	2550	25"	POST OAK	Quercus stellata	YES		YES

SOUTHGATE DEVELOPMENT CODE
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P2 of 2, EXHIBIT C
Tree Survey

24	2551	25.5"	RED OAK	Quercus shumardii	YES	YES
25	2552	29"	PECAN	Carya illinoensis	YES	YES
26	2553	26.5"	PECAN	Carya illinoensis	YES	YES
27	2554	25"	RED OAK	Quercus shumardii	YES	YES
28	2555	25.5"	RED OAK	Quercus shumardii	YES	YES
29	2556	27"	POST OAK	Quercus stellata	YES	YES
30	2557	26.5"	POST OAK	Quercus stellata	YES	YES
31	2558	29"	POST OAK	Quercus stellata	YES	YES
32	2559	28"	PECAN	Carya illinoensis	YES	YES
33	2560	26"	PECAN	Carya illinoensis	YES	YES
34	2561	37.5"	AMERICAN ELM	Ulmus americana	YES	YES
35	2562	36.5"	AMERICAN ELM	Ulmus americana	YES	YES
36	2563	36.5"	AMERICAN ELM	Ulmus americana	YES	YES
37	2564	MT 31.5", 16.5"	PECAN	Carya illinoensis	YES	YES
38	2565	27.5"	PECAN	Carya illinoensis	YES	YES
39	2566	27"	PECAN	Carya illinoensis	YES	YES
40	2567	35.5"	PECAN	Carya illinoensis	YES	YES
41	2568	32"	PECAN	Carya illinoensis	YES	YES
42	2569	26"	PECAN	Carya illinoensis	YES	YES
43	2570	35.5"	PECAN	Carya illinoensis	YES	YES
44	2571	30"	PECAN	Carya illinoensis	YES	YES
45	2572	26.5"	RED OAK	Quercus shumardii	YES	YES
46	2573	26"	RED OAK	Quercus shumardii	YES	YES
47	2574	36"	RED OAK	Quercus shumardii	YES	YES
48	2575	26.5"	POST OAK	Quercus stellata	YES	YES
49	2576	26.5"	POST OAK	Quercus stellata	YES	YES
50	2577	MT 16.5", 14"	TEXAS ASH	Fraxinus texensis	YES	NO
51	2578	26.5"	POST OAK	Quercus stellata	YES	YES
52	2579	26"	POST OAK	Quercus stellata	YES	YES
53	2580	31"	POST OAK	Quercus stellata	YES	YES
54	2581	26.5"	POST OAK	Quercus stellata	YES	YES
55	2582	34"	POST OAK	Quercus stellata	YES	YES
56	2583	MT 26", 19.5"	POST OAK	Quercus stellata	YES	YES
57	2584	MT 19.5", 18.5"	POST OAK	Quercus stellata	YES	NO
58	2585	26"	POST OAK	Quercus stellata	YES	YES
59	2586	MT 22", 16"	PECAN	Carya illinoensis	YES	NO
60	2587	25.5"	CEDAR ELM	Ulmus crassifolia	YES	YES
61	2588	25.5"	CEDAR ELM	Ulmus crassifolia	YES	YES
62	2589	26.5"	POST OAK	Quercus stellata	YES	YES
63	2591	37"	POST OAK	Quercus stellata	YES	YES
64	2592	27.5"	POST OAK	Quercus stellata	YES	YES
65	2593	32"	PECAN	Carya illinoensis	YES	YES
66	2594	25.5"	PECAN	Carya illinoensis	YES	YES
67	2595	31"	POST OAK	Quercus stellata	YES	YES
68	2596	25.5"	POST OAK	Quercus stellata	YES	YES
69	2597	27"	PECAN	Carya illinoensis	YES	YES
70	2598	27.5"	POST OAK	Quercus stellata	YES	YES
71	2599	27"	PECAN	Carya illinoensis	YES	YES
72	2600	23"	RED CEDAR	Juniperus virginiana	NO	NO
73	2601	33.5"	PECAN	Carya illinoensis	YES	YES
74	2602	28"	PECAN	Carya illinoensis	YES	YES
75	2603	25"	POST OAK	Quercus stellata	YES	YES
76	2604	25"	AMERICAN ELM	Ulmus americana	YES	YES
77	2605	22.5"	RED OAK	Quercus shumardii	YES	NO
78	2606	27"	RED OAK	Quercus shumardii	YES	YES
79	2607	26"	RED OAK	Quercus shumardii	YES	YES
80	2608	27"	POST OAK	Quercus stellata	YES	YES
81	2609	27"	POST OAK	Quercus stellata	YES	YES
82	3058	31"	POST OAK	Quercus stellata	YES	YES

DEVELOPMENT AGREEMENT FOR SOUTHGATE

This DEVELOPMENT AGREEMENT FOR SOUTHGATE (this "Agreement") is made and entered into to be effective this 6th day of May, 2015, by the Town of Flower Mound, Texas (the "Town"), FLSS, Ltd., FLST, Ltd., FLCT, Ltd., and FLSC, Ltd. (collectively, the "Developer"). The Developer and the Town are individually referred to as a "Party" and collectively, the "Parties".

1. RECITALS

1.1 WHEREAS, the RECITALS contained in this Section 1 are true and correct, are incorporated as part of this Agreement for all purposes, and establish the basis upon which the Parties entered into this Agreement;

1.2 WHEREAS, capitalized terms that are defined in this Agreement shall have the meanings given to them in this Agreement unless the context in which they are used clearly requires a different meaning;

1.3 WHEREAS, capitalized terms used in, but not defined in, this Agreement shall have the meanings given to them in PD-134 unless the context in which they are used clearly requires a different meaning;

1.4 WHEREAS, unless otherwise specified, (1) all references in this Agreement to a "Section" shall mean a section of this Agreement, and (2) all references in this Agreement to an "Exhibit" shall mean an exhibit attached to and incorporated as part of this Agreement for all purposes;

1.5 WHEREAS, the Town is a Texas home-rule municipal corporation;

1.6 WHEREAS, each of FLSS, Ltd., FLST, Ltd., FLCT, Ltd., and FLSC, Ltd. is a Texas limited partnership;

1.7 WHEREAS, the Developer owns approximately 108 acres within the corporate limits of the Town at the intersection of FM 2499 (International Parkway) and Gerault Road, which property is described by metes and bounds on Exhibit A and depicted on Exhibit B (the "Property");

1.8 WHEREAS, the Property is divided into three tracts: (1) the approximately 30.964-acre tract south of FM 2499 as depicted on Exhibit C and described by metes and bounds on Exhibit D (the "South Tract"); (2) the approximately 29.009-acre tract at the northeast corner of FM 2499 and Gerault Road as depicted on Exhibit E and described by metes and bounds on Exhibit F (the "Northeast Tract"); and (3) the approximately 48.321-acre tract at the northwest corner of FM 2499 and Gerault Road as depicted on Exhibit G and described by metes and bounds on Exhibit H (the "Northwest Tract");

1.9 WHEREAS, the Northwest Tract is owned by FLSS, Ltd.;

1.10 WHEREAS, the Northeast Tract is owned, in undivided interests, by FLST, Ltd., FLCT, Ltd., and FLSC, Ltd.;

1.11 WHEREAS, the South Tract is owned, in undivided interests, by FLST, Ltd., FLCT, Ltd., and FLSC, Ltd.;

1.12 WHEREAS, the Property is zoned "PD 134";

1.13 WHEREAS, the Developer proposes to develop the Property in accordance with PD 134 as a unique, mixed-use project (commonly known as Southgate) that conforms to the Town's Master Plan (the "Project"), including, but not limited to, residential development that is constructed in phases with office and other non-residential development;

1.14 WHEREAS, the Parties desire to address in this Agreement various development issues related to the Project including, but not limited to: (1) the phasing of residential development; (2) the construction of drainage, roadway, water, and wastewater public infrastructure; (3) the waiver of certain development fees, and (4) the dedication of public easements;

1.15 WHEREAS, the Town's SMARTGrowth Program requires that public services and infrastructure to serve the Project must be consistent with: (1) the Town's Master Plan; (2) PD 134, and (3) development plans, record plats, and site plans for the Project;

1.16 WHEREAS, the Parties desire to address: (1) drainage, water, and wastewater infrastructure and related concerns associated with the Project due to its location; (2) traffic issues associated with ingress and egress to/from the Project and an anticipated

increase in traffic as a result of the Project; (3) the anticipated roadway and related improvements to be constructed at and near the Project necessitated by the development of the Project; and (4) the concern for the public health, safety and welfare due to the foregoing;

1.17 WHEREAS, the Parties acknowledge that the foregoing issues, along with other issues, if not addressed through this Agreement may result in the failure of the Project to satisfy the Town's SMARTGrowth Program; and

1.18 WHEREAS, due to the unique nature of the Project, the Parties acknowledge that it is in the best interests of the Parties that these issues be addressed in this Agreement while acknowledging that the Project, as contemplated by this Agreement, will be developed over several years.

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 Parties covenant and agree as follows:

2. RESIDENTIAL DEVELOPMENT

The following apply to residential development within the Property:

2.1 The number of single-family residential units within the Property may not exceed 475.

2.2 The number of Multi-Family residential units and Loft residential units within the Property may not exceed 275. The number of single-family units permitted under section 2.1 shall be reduced on a one-to-one basis for each Multi-Family residential unit and Loft residential unit that is permitted under this section 2.2.

2.3 Prior to commencing construction of the 51st Multi-Family residential unit within the Property, "building final" shall have been issued by the Town for at least 300,000 square feet of non-residential (excluding fast-food restaurants) shell space within the Property.

3. ADDITIONAL PROVISIONS

3.1 Project Subject to Town Ordinances. Except as otherwise provided in this Agreement, the Project including, but not limited to, all public improvements, shall be developed in accordance with all applicable Town ordinances, as amended, including, but not limited to, PD 134 and all ordinances, as amended, approving impact fees adopted in accordance with Chapter 395, Texas Local Government Code, as amended.

3.2 Storm Water. Subject to the following, the Developer is required to comply with the Town's storm water detention requirements.

3.2.1 In the event that Regional Toll Revenue ("RTR") funding is available, the Town will commence reconstruction and enlargement of the existing undersize drainage structure that crosses FM 2499 west of the FM 2499/Gerault intersection during the calendar year 2015 (the "Intersection Drainage Improvements"). It is the Town's intent for the Intersection Drainage Improvements to be sized to carry up to 1,519 cubic feet per second (cfs) from the watershed located upstream from the Intersection Drainage Improvements. The exact storm water capacity of the Intersection Drainage Improvements will be determined during the design of the project and might be less than the anticipated 1,519 cfs due to limiting factors revealed during the design of the project. If Regional Toll Revenue (RTR) funding is available, the Town will also construct a new drainage structure that will carry water from the proposed new drainage structure under FM 2499 or, with the consent of the Developer, from a point of connection to any detention pond that may need to be constructed by the Developer on the south side of FM 2499 to accommodate storm water flows from the development of the Property (the "FM 2499 Drainage Improvements"). The FM 2499 Drainage Improvements will run in an easterly to southerly direction along the western side of FM 2499 to Denton Creek. It is the Town's intent for the FM 2499 Drainage Improvements to be sized to carry up to 650 cfs. The exact storm water capacity of the FM 2499 Drainage Improvements will also be determined during the design of this project and may be less than the anticipated 650 cfs. Collectively, the Intersection Drainage Improvements and the FM 2499 Drainage Improvements shall be henceforth referred to as the "Comprehensive Drainage Improvements." In the event that

Regional Toll Revenue ("RTR") funding is not available, the Town is not required to construct the improvements, and the Developer will develop the Property in phases in accordance with all applicable Town ordinances, as amended, including, but not limited to, the Town's Subdivision Ordinance.

3.2.2 If RTR funding is available to construct the Comprehensive Drainage Improvements, the Developer (upon receipt by the Developer of sixty (60) days prior written notice from the Town), will dedicate to the Town the permanent and temporary construction easements within the Property that are necessary to construct and maintain the Comprehensive Drainage Improvements. The notice shall include a statement that funds are available for the construction of the Comprehensive Drainage Improvements. The Town will provide the easement dedication forms that will include the metes and bounds legal descriptions of the permanent and temporary easements along with representative drawings of the easements. The easements shall lie roughly along the boundary of the South Tract adjacent to FM 2499. The permanent easements will be perpetual, non-exclusive easements located within the building setbacks specified by the PD 34 zoning regulations and shall be for the sole purpose of constructing, operating, maintaining, repairing, and replacing the Comprehensive Drainage Improvements. The easement dedication forms shall be reasonably approved by both the Town and the Developer and may include reservations by the Developer of subsurface and surface rights necessary to develop the Property (including reasonable uses of the surface that do not materially interfere with the use of the easements by the Town for the purposes described) and an agreement by the Town to repair any damage done to said surface uses directly caused by the Town.

3.3 Roadway Improvements.

3.3.1 The Developer shall construct all roadways and access drives within the Property as needed for the phased development of the Property. Deceleration lanes, if required along FM 2499 or Gerault Road, shall also be constructed by the Developer within the Property as needed for the phased development of the Property.

3.3.2 If the Town receives RTR funding, the Town will construct (contemporaneously with the construction of the Comprehensive Drainage Improvements) the following improvements to the intersection of FM 2499 and Gerault Road including, but not limited to: (1) the extension of the Gerault Road "fly-over lane;" (2) a westbound left turn lane within FM 2499 thereby converting the intersection from a three-way to a four-way intersection; (3) an optional eastbound deceleration lane within FM 2499; (4) a south leg of the new 4-way intersection paved from the edge of the existing pavement to the south boundary of the drainage easement; (5) associated traffic signal modifications; and (6) associated roadway striping (collectively, the "FM 2499 Roadway Improvements"). Notwithstanding the foregoing, the Developer will be required to complete the upgrades to that portion of the FM 2499 Roadway Improvements described in the Traffic Impact Analysis performed by Deshazo Tang & Associates, Inc. dated August 7, 2014 if the Town does not receive RTR Funding for these improvements and the Developer shall escrow funds for that portion of the FM 2499 Roadway Improvements with the Town (in an amount reasonably estimated by the Town, not to exceed \$711,000.00) within 90 days after record plat approval of the development within the South Tract that triggers the construction of the FM 2499 Roadway Improvements, as determined by the Town pursuant to the Town's rules and regulations governing same. The Town will issue a receipt for funds escrowed by the Developer and the funds will be segregated from the Town's general fund and accounted for; and any balance remaining after the improvements are designed, constructed and accepted by the Town will be refunded to the Developer. If that portion of the FM 2499 Roadway Improvements identified in the traffic impact analysis are required to be completed by the Developer, they will be constructed as needed to provide access and in conjunction with the construction of any development located within the South Tract.

3.3.3 If RTR funding is available to construct the FM 2499 Roadway Improvements contemporaneously with the Comprehensive Drainage Improvements, the Developer (upon 60 days prior written notice from the Town) will dedicate to the Town a non-exclusive, permanent easement to construct and maintain that portion of the south leg of the new 4-way intersection located outside of the existing FM 2499 right-of-way. The notice shall include a statement that funds are available to commence and complete construction of the

FM 2499 Roadway Improvements. The Town will provide the easement dedication forms that will include the metes and bounds legal description of the easement along with representative drawings of the easement. The easement will be perpetual and non-exclusive for the sole purpose of constructing, maintaining, repairing, and replacing the new south leg of the intersection that includes concrete paving, traffic signage and traffic signal related installations. The form of the dedication shall be reasonably approved by the Town and the Developer and may include a reservation by the Developer of subsurface rights necessary to develop the Property, provided that the exercise of such subsurface rights does not materially interfere with the use of the easement by the Town to construct, reconstruct, repair, improve and perpetually maintain the south leg of the new 4-way intersection located outside of the existing FM 2499 right-of-way.

3.3.4 Except as provided in Section 3.3.6, Section 3.3.7, and Section 3.3.8, if the Town constructs the FM 2499 Roadway Improvements, no further improvements to FM 2499, Gerault Road, Old Gerault Road, or to any other road or transportation improvements outside the boundaries of the Property shall be required to fully develop the Property.

3.3.5 If RTR funding is not available to construct the FM 2499 Roadway Improvements, the Developer shall develop the Property in phases in accordance with all applicable Town ordinances, as amended, including, but not limited to, the Town's Subdivision Ordinance, as amended.

3.3.6 Regardless of whether RTR funding is available to the Town to construct the FM 2499 Roadway Improvements, the Developer shall pay a portion of the cost of a traffic signal when warranted (as determined by the Town) at the intersection of Gerault Road and Old Gerault Road. The Developer shall escrow one-half of the cost (in an amount reasonably estimated by the Town, not to exceed \$107,500.00), which payment shall be due within 90 days after written notice from the Town describing the record plat approval within the Property that resulted in the warrant and stating that funds are available to commence and complete installation of the signal.

3.3.7 Regardless of whether RTR funding is available to the Town to construct the FM 2499 Roadway Improvements, the Developer shall fund the cost of a new traffic signal when warranted (as determined by the Town) at the existing median break located in FM 2499 approximately 1,200 feet west of the intersection of FM 2499 and Gerault Road. The Developer shall escrow such funds (in an amount reasonably estimated by the Town, not to exceed \$215,000.00) within 90 days after written notice from the Town describing the record plat approval within the Property that resulted in the warrant.

3.3.8 Regardless of whether RTR funding is available to the Town to construct the FM 2499 Roadway Improvements, the Developer shall: (1) improve to the Town's current minimum construction standards for a local commercial section (but not reconstruct any portion of the existing roadway that currently complies with the minimum local commercial section standard) the southern one-half of Old Gerault Road that is contiguous to northern boundary of the northeast tract within the Property from the intersection of Gerault Road and Old Gerault Road east to the first entrance to the northeast tract within the Property from Old Gerault Road estimated at being 500 feet; and (2) dedicate right-of-way for the south one-half of the right-of-way required for Old Gerault Road along the entire common boundary of Old Gerault Road and the northeast tract within the Property. The Developer shall begin construction of such improvements (or escrow funds for such construction in an amount reasonably estimated by the Town not to exceed \$180,000.00) and dedicate such right-of-way within 90 days after the earlier of record plat approval of the first phase of development within the Northeast Tract that is adjacent to Old Gerault Road or the first phase of development within the Northeast Tract that connects to Old Gerault Road. A roadway connection from the Northeast Tract to Old Gerault Road shall not be permitted until the Developer's construction obligation for Old Gerault Road as described above is completed and accepted by the Town.

3.4 Water Infrastructure Improvements.

3.4.1 The Town (when funds are deposited by the Developer in an amount reasonably estimated by the Town, not to exceed \$900,000.00) shall construct pipe and pump improvements to the Pintail Pump Station (located on property owned by the Town) that are required for full build out of the Property. Such funds shall be provided for the

phased development of the Property; however, such funds must be provided as a condition to record plat approval of the first residential lot in the Northwest Tract. Once funds have been deposited, the Town will use the funds to complete the required improvements within 20 months of upon receipt of the funds.

3.4.2 The Developer will provide all easements shown to be necessary on the Town's Water Master Plan, upon at least a 60 days prior written notice by the Town, prior to or concurrently with seeking plat approval of the Property. All easements provided prior to the platting of the Property shall be incorporated into any future platting of the Property. The easements shall be perpetual and non-exclusive, and the forms of the easements shall be reasonably approved by the Town and the Developer, including reservations of sub-surface and surface rights necessary to develop the Property (including reasonable uses of the surface which, if damaged by the Town, will be repaired by the Town) that do not materially interfere with the use of the easements for the purposes granted.

3.5 Sewer Infrastructure Improvements.

3.5.1 The Town shall complete the upgrades to its existing wastewater collection and treatment system that are currently underway. Once the upgrades are completed, no additional improvements to the Town's wastewater system shall be required for full build out of the Property. The Developer will participate in the cost of the system upgrades in the amount of \$8,000.00 payable as a condition to record plat approval of the residential lot.

3.5.2 The Developer will dedicate to the Town upon at least 60 days' prior written Notice from the Town (which Notice shall include metes and bounds descriptions of the proposed easements and diagrams of the proposed easements) perpetual, non-exclusive easements for the sole and exclusive purpose of providing gravel surface access over and along an existing storm water culvert that lies within the building setback required by PD-134 from the intersection of FM 2499 and Gerault Road to an existing wastewater lift station located south of FM 2499 near the southeast corner of the South Tract (a distance of approximately one-eighth mile). The access road shall be funded, constructed and

maintained by the Town. The final dimensions and locations of the easements will be approved by the Developer, which approvals shall not be unreasonably withheld. The forms of the easements shall be reasonably approved by the Town and the Developer, including reservations of sub-surface and surface rights necessary to develop the Property (including reasonable uses of the surface which, if damaged by the Town, will be repaired by the Town) that do not materially interfere with the use of the easements for surface access. So long as the surface of the easement is gravel, the Developer shall have the right, at its sole cost and expense, to relocate the easement to accommodate development of the Property. The Town shall have the right, at its cost and expense, to convert the gravel surface to a concrete surface when development of the property burdened by and adjacent to the easement has occurred; whereupon, the right of the Developer to relocate the easement shall terminate.

3.5.3 The Developer will provide all easements shown to be necessary on the Town's Wastewater Master Plan, upon at least a 60 days prior written notice by the Town prior to or concurrently with the platting of the Property. All easements provided prior to the platting of the Property shall be incorporated into any future platting of the Property. The easements shall be perpetual and non-exclusive, and the forms of the easements shall be reasonably approved by the Town and the Developer, including reservations of sub-surface and surface rights necessary to develop the Property (including reasonable uses of the surface which, if damaged by the Town, will be repaired by the Town) that do not materially interfere with the use of the easements for the purposes granted.

3.6 SMARTGrowth Waivers.

3.6.1 The Town Council hereby finds that the development of the Property is part of an economic development program, as described and defined in the Town's SMARTGrowth Program and as a result is eligible for waivers to certain SMARTGrowth development conditions.

3.6.2 The riparian habitat mitigation requirements set forth in the Town's SMARTGrowth Program and as a result the associated fees are hereby waived except as applied to development within the "SG-R1" and "SG-R2" subzones of PD 134. Riparian

habitat fees applicable within the "SG-R1" and "SG-R2" subzones shall be determined in accordance with PD 134.

3.6.3 The upland habitat mitigation requirements set forth in the Town's SMARTGrowth Program and as a result the associated fees are hereby waived except as applied to development within the "SG-R1" and "SG-R2" subzones of PD 134. Upland habitat fees applicable within the "SG-R1" and "SG-R2" subzones shall be determined in accordance with PD 134.

3.6.4 Tree protection and tree mitigation requirements (included, but not limited to the requirements of Ordinance No. 49-12) are hereby waived except as applied to development within the "SG-R1" and "SG-R2" subzones of PD 134. Tree protection and tree mitigation requirements applicable within the "SG-R1" and "SG-R2" subzones shall be determined in accordance with PD 134.

3.6.5 The slope protection requirements (i.e., for slopes over 5%) set forth in the Town's SMARTGrowth Program are hereby waived.

3.6.6 Except as specifically provided in this Section 3.6 (and unless the development density within the Property has increased beyond that permitted by PD-134), no fees, charges, dedications, or requirements of any kind related to riparian habitat, upland habitat, tree protection, tree mitigation, or slope protection shall be required as a condition precedent to developing the Property including, but not limited to, conditions precedent to obtaining approval of subdivision plats or other permits required for development.

3.7 Public Areas.

3.7.1 Development of public areas within the Property (including, but not limited to, parks, park land, open space, trails, and other public areas) shall be subject to PD 134 and to Section 98-905(b), *Park land dedication and park development fees requirements*, of Ordinance No. 49-12, adopted October 1, 2012. In the event of a conflict between PD 134 and Section 98-905(b), PD 134 shall control. All parks, park land, open space trails, and related improvements shall be completed with each phase of development of the Property prior to the issuance of 75% of the building permits within such phase. Commercial

buildings are exempt from this requirement.

3.7.2 Any area within the Property that is designated as a public park, public open space, public trail, or other public area must be accessible through perpetual, non-exclusive public access easements dedicated concurrently with the dedication of such public areas. The final dimensions and locations of such access easements (which may follow the most direct routes) must be approved by the Town (which approval will not be unreasonably withheld, delayed, or conditioned). The forms of the access easements shall be reasonably approved by the Town and the Developer including reservations of sub-surface and surface rights necessary for development of the Property (including reasonable uses of the surface which, if damaged by the Town, will be repaired by the Town) that do not materially interfere with the use of the easements for the purposes described above. With the written consent of the Town (which shall not be unreasonably withheld), the Developer, at its sole cost and expense, may relocate the public access easements, from time to time, to accommodate development of the Property.

3.7.3 The provisions of Section 3.7 detail the reasonably anticipated fees, charges, dedications and requirements related to parks, parkland, open space, trails and other public areas necessitated by the development of the Property. Notwithstanding the foregoing, if density within the Property increases beyond that allowed by PD-134, the requirements of Section 3.7 shall not be construed as a limitation on any parks, parkland, open space, trails and other public areas necessitated by the changed development (including, but not limited to, easements for such improvements or facilities) and lawfully required by the rules and regulations of the Town.

3.8 Calculation of Impact Fees.

3.8.1 Roadway impact fees for buildings containing a mixture of uses shall be calculated based upon the square footage for ground floor space and the number of residential units, to-wit: (1) impact fees for multifamily residential units shall be assessed in accordance with the Town's Building Codes, and (2) impact fees for ground floor uses shall be assessed as "Shopping Center" (as defined in the Institute of Transportation Engineers Trip Generation Manual, 8th Edition, Land Use Code 820).

3.8.2 A building containing a mixture of uses shall have separate domestic and commercial water meters. The domestic water meter shall serve the domestic component of building and the commercial water meter shall serve the commercial component of the building. Impact fees for water and wastewater shall be calculated pursuant to the Town's ordinances.

3.9 Captions and Headings. The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect the provisions of this Agreement, nor shall they be employed to interpret this Agreement.

3.10 Rough Proportionality; Takings. The Developer: (1) waives 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 specific exactions required by the Town and agreed to by the Developer in this Agreement (collectively, the "Agreed Exactions") are roughly proportional to the anticipated impact of the Project; (2) waives and releases the Town from any and all liability under Section 212.904, Texas Local Government Code, as amended, that arises from the Agreed Exactions; and (3) waives and releases the Town from any and all claims by the Developer that the Agreed Exactions constitute a "taking" (i.e., an inverse condemnation) under the Texas or United States Constitutions.

3.11 Covenants Running with the Land. The obligations of the Developer under this Agreement are intended to constitute covenants that run with the land and that bind the Developer and all successor owners of the Property or any portion thereof; however, this Agreement shall automatically terminate (without any further action by the Town) with respect to any lot for which a record plat has been approved by the Town and recorded in the real property records of Denton County, Texas (a "Fully Improved Lot") and with respect to any portion of the Property that has been dedicated (whether in the form of an easement or fee title) and accepted by the Town, as required by this Agreement. Notwithstanding such automatic termination: (1) upon the written request of the owner of a Fully Improved Lot (or any person or entity with a security interest in a Fully Improved Lot or that has contracted to purchase a Fully Improved Lot) (the "Owner Requestor"), the

Town Manager shall execute and deliver to the Owner Requestor a recordable, full and unconditional release of the Fully Improved Lot from this Agreement and from any duties, obligations, or liabilities that arise under this Agreement; and (2) upon the written request of the owner of any other parcel (or any person or entity with a security interest in the parcel or that has contracted to purchase the parcel) (a "Third Party Requestor") for which the Town Manager reasonably determines should no longer be subject to this Agreement, the Town Manager shall execute and deliver to the Third Party Requestor a recordable, full and unconditional release of the parcel from this Agreement and from any duties, obligations, or liabilities that arise under this Agreement. This Agreement or a memorandum of this Agreement shall be filed by the Town in the real property records of Denton County, Texas.

3.12 Notice of Sale or Transfer. The Developer shall provide Notice to the Town of any sale or transfer of the Property or any portion thereof (excluding the sale or transfer of a Fully Improved Lot or any parcel for which the Town Manager has executed a release from this Agreement), which Notice shall identify the purchaser/transferee and shall describe by metes and bounds (and depict by a drawing) the Property or portion thereof being sold or transferred.

3.13 Notices. Any notice or communication (a "Notice") required by or given in connection with this Agreement shall be in writing and shall be deemed given: (1) five business days after the Notice is deposited with the US Postal Service for delivery by CERTIFIED MAIL RETURN RECEIPT REQUESTED to the addresses set forth below; or (2) when delivered to the addresses set forth below by a nationally recognized delivery service (e.g., UPS or FedEx) with evidence of delivery signed by any person at the delivery address whether or not such person is the named recipient of the Notice.

If to the **Town:**

Town of Flower Mound, Texas

Attn: Town Manager
2121 Cross Timbers Road
Flower Mound, Texas 75028

With a copy to:

*Taylor Olson Adkins Sralla & Elam, LLP
Attn: Bryn Meredith
6000 Western Place, Suite 200
200Fort Worth, Texas 76107*

If to the **Developer:**

FLSS, Ltd.

Attn: Stephen Williamson
P.O. Box 190746
Dallas, Texas 75219

With a copy to:

*Shupe Ventura Lindelow & Olson, PLLC
Attn: Dwight Shupe
500 Main Street, Suite 800
Fort Worth, Texas 76102*

FLST, Ltd.

Attn: Stephen Williamson
P.O. Box 190746
Dallas, Texas 75219

With a copy to:

*Shupe Ventura Lindelow & Olson, PLLC
Attn: Dwight Shupe
500 Main Street, Suite 800
Fort Worth, Texas 76102*

FLCT, Ltd.

Attn: Stephen Williamson
P.O. Box 190746
Dallas, Texas 75219

With a copy to:

*Shupe Ventura Lindelow & Olson, PLLC
Attn: Dwight Shupe
500 Main Street, Suite 800
Fort Worth, Texas 76102*

FLSC, Ltd.

Attn: Stephen Williamson

P.O. Box 190746

Dallas, Texas 75219

*With a copy to:**Shupe Ventura Lindelow & Olson, PLLC**Attn: Dwight Shupe**500 Main Street, Suite 800**Fort Worth, Texas 76102***3.14 Representations and Warranties.**

3.14.1 The Town represents and warrants to the Developer that: (1) the Town has the legal authority to enter into this Agreement; (2) this Agreement has been duly approved by the Town Council in compliance with all applicable requirements of Texas law including, but not limited to, the Texas Open Meetings Act; (3) the person executing this Agreement on behalf of the Town has been duly authorized by the Town Council to do so; and (4) this Agreement is binding on and enforceable against the Town in accordance with its terms.

3.14.2 The Developer represents and warrants to the Town that: (1) the Developer has the legal authority to enter into this Agreement; (2) this Agreement has been duly approved in accordance with the Developers' partnership agreements; (3) the persons executing this Agreement on behalf of the Developer have been duly authorized to do so; and (4) this Agreement is binding on and enforceable against the Developer in accordance with its terms.

3.15 Default. A Party shall be in "Default" under this Agreement if such Party fails to perform any obligation under this Agreement and such failure is not cured within 30 days after Notice of the failure is given by the other Party (which Notice shall set forth in reasonable detail the nature of the failure). If the failure is by the Developer, the Town shall concurrently give Notice to the Developer's lender if the lender's notice information has been provided by the Developer to the Town in accordance with Section 3.13. If the failure is not capable of being cured within 30 days, the non-performing Party shall have an additional reasonable period, not to exceed 30 additional days unless waived by the other

party in their sole discretion, within which to cure based on the nature of the failure and provided the non-performing Party is diligently pursuing a cure.

3.16 Remedies.

3.16.1 If any Party is in Default under this Agreement, the non-defaulting Party shall have the right to pursue all remedies available at law or in equity (including, but not limited to, a suit for declaratory judgment, injunctive relief, and specific performance); provided, however, the Parties waive the right to seek monetary damages and the right to terminate this Agreement. In the event of any action or proceeding by a Party to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable costs and attorneys' fees (including reasonable costs and attorneys' fees in connection with any appeal).

3.16.2 In addition to the remedies in Section 3.16.1, if the Developer or any subsequent owner of any portion of the Property is in Default with respect to the development of a phase or portion of the Property (a "Development Parcel"), all obligations of the Town with respect to the Development Parcel may be suspended during the continuance of the Default including, but not limited to, the approval of site plans and plats, issuance of building permits, waiver of impact fees and development fees, and the payment of economic development incentives, if any, for the Development Parcel.

3.17 Assignment. Except as provided in this section, neither Party may assign, in whole or in part, its rights or obligations under this Agreement without the prior written consent of the other Party, which consents shall not be unreasonably withheld, delayed, or conditioned. From and after any assignment permitted by this section, the Developer shall be released with respect to the obligations assigned and assumed by the assignees, and the Town shall look solely to the permitted assignees for performance; provided, however, that the Developer shall not be released from any Default caused by or attributed to the Developer that occurred prior to the date of assignment permitted by this section. Notwithstanding the foregoing:

3.17.1 the Developer has the right to assign to any affiliate (for the purposes of this Agreement, an “affiliate” means (i) a corporation, joint venture, partnership, or other entity that owns more than ten percent (10%) of the outstanding voting interest of the Developer or in which the Developer owns more than ten percent (10%) of the outstanding voting interest; or (ii) a corporation, joint venture, partnership or other entity in which, together with the Developer, more than ten percent (10%) of the outstanding voting interest of both the Developer and the other corporation, joint venture, partnership or other entities is owned or controlled by the same person or group of persons.) the rights and obligations of the Developer under this Agreement with Notice to but without the consent of the Town provided the Developer is not at the time of the assignment in Default and provided the affiliate/assignee agrees in writing (a complete, executed copy of which assignment must be provided to the Town within 10 days after the effective date of the assignment) to be bound by this Agreement pursuant to an assignment agreement, the provisions of which that directly affect the Town shall be subject to the reasonable approval of the Town.;

3.17.2 the Developer has the right to assign to any purchaser of the Property or portion thereof being sold the rights and obligations of the Developer under this Agreement that apply to the Property or portion thereof being sold with Notice to but without the consent of the Town provided the Developer is not at the time of the assignment in Default and provided the purchaser/assignee agrees in writing (a complete, executed copy of which assignment must be provided to the Town within 10 days after the effective date of the assignment) to be bound by this Agreement; and

3.17.3 the Developer has the right to collaterally assign to any lender the rights and obligations of the Developer under this Agreement with Notice to but without the consent of the Town provided the Developer is not at the time of the assignment in Default, and such lender/assignee shall have the right to cure any Default by the Developer without obligating the lender/assignee to assume the obligations of the Developer under this Agreement unless such lender/assignee expressly assumes such obligations in writing.

3.18 Estoppel Certificates. From time to time upon Notice from the Developer to the Town Manager with respect to the Property or any portion thereof (or from any person or

entity with a security interest in the Property or portion thereof or from any person or entity that has contracted to purchase the Property or any portion thereof), the Town Manager shall execute, in recordable form, a written estoppel certificate: (1) identifying any obligations of the Developer under this Agreement that are in Default or which, with the giving of Notice or passage of time would be in Default; and (2) stating, to the extent true, that to the best knowledge and belief of the Town, the Developer is in compliance with its obligations under this Agreement.

3.19 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties under this Agreement are performable in Denton County, Texas; therefore, venue for any action or proceeding arising under this Agreement shall lie in Denton County, Texas.

3.20 Entire Agreement. This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements, oral or written, with regard to the subject matter hereof. The provisions of this Agreement shall not be construed strictly for or against any Party.

3.21 Severability. In the event any provision of this Agreement is determined by any court to be unenforceable for any reason, this remainder of this Agreement, to the extent reasonably possible, shall remain in full force and effect as if such unenforceable provision had never been part of this Agreement.

3.22 Term. The term of this Agreement shall commence on the effective date stated in the introductory paragraph of this Agreement and, except as provided by Section 3.11, shall continue until the earlier to occur of the date on which: (1) all duties and obligations of the Parties under this Agreement have been fully performed; or (2) the Parties agree, in writing, to terminate this Agreement.

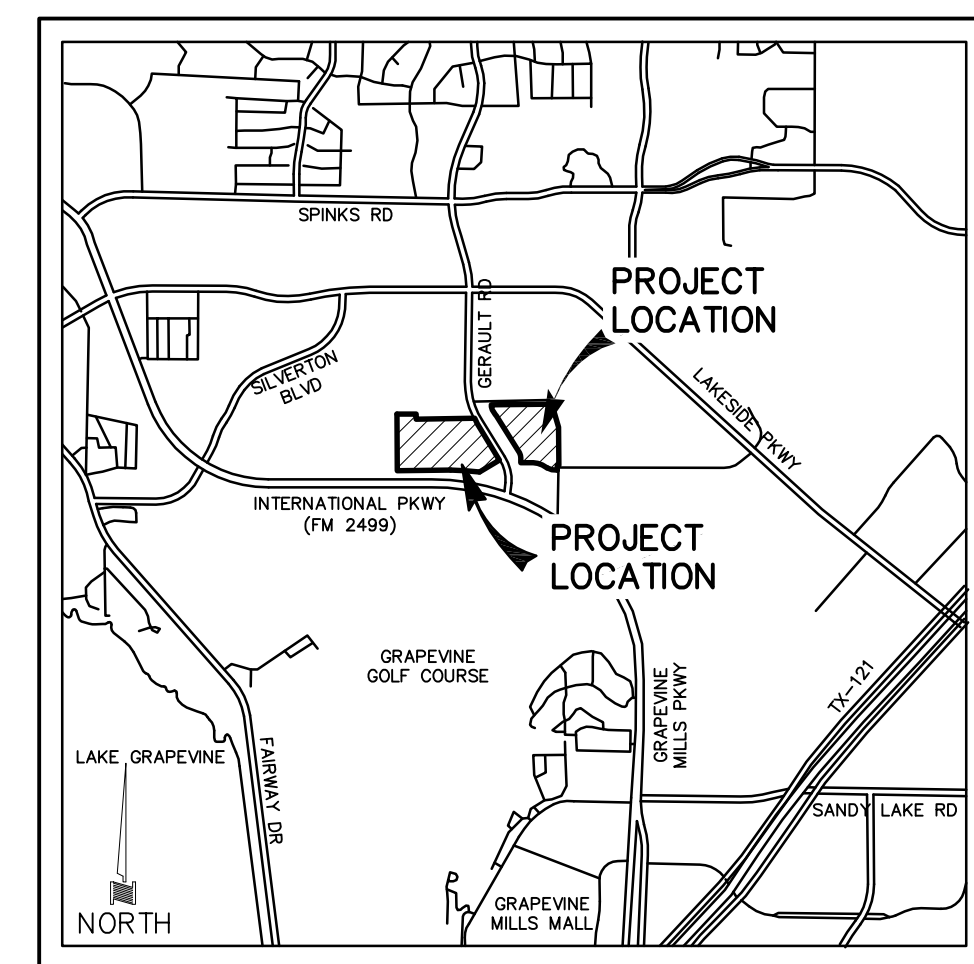
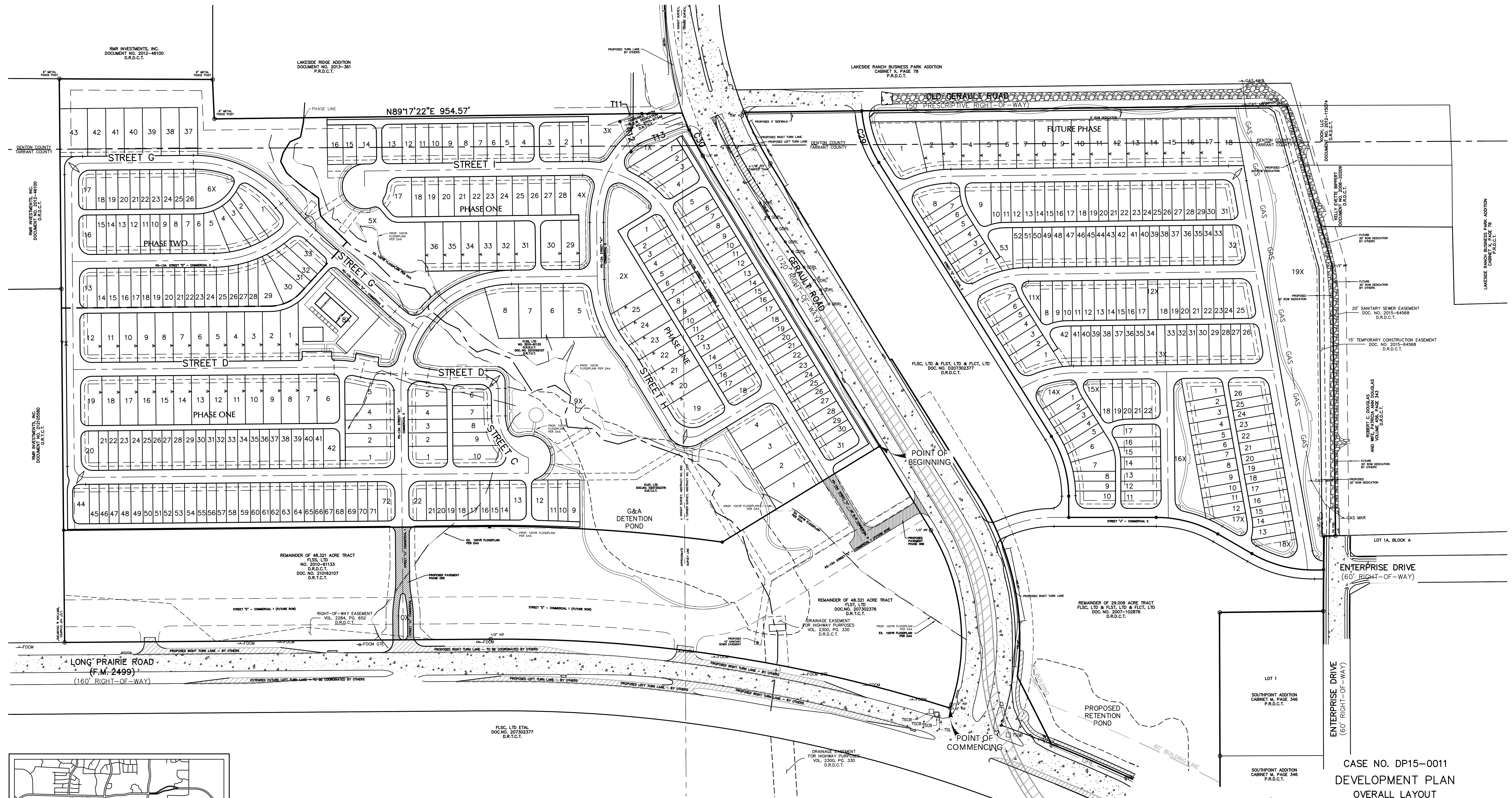
3.23 Application of Town Ordinances. Except as otherwise provided in this Agreement, the Parties shall be subject to all applicable ordinances of the Town.

3.24 **Exhibits.** The following exhibits are attached to and made a part of this Agreement for all purposes:

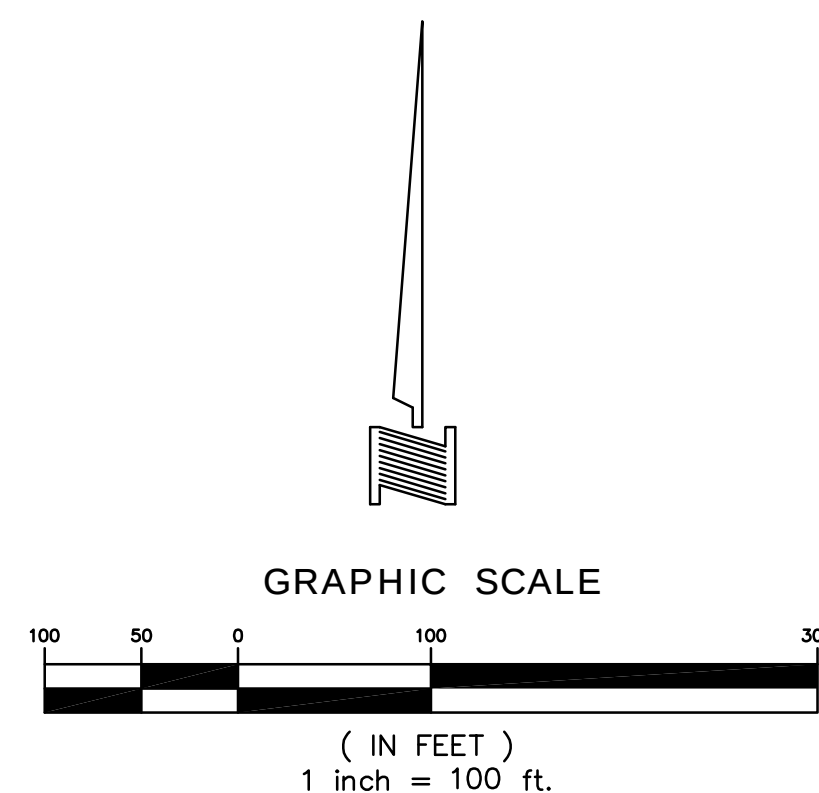
- | | |
|------------------|---|
| 3.24.1 Exhibit A | INTENTIONALLY LEFT BLANK |
| 3.24.2 Exhibit B | INTENTIONALLY LEFT BLANK |
| 3.24.3 Exhibit C | Depiction of the South Tract |
| 3.24.4 Exhibit D | Metes and Bounds Description of the South Tract |
| 3.24.5 Exhibit E | Depiction of the Northeast Tract |
| 3.24.6 Exhibit F | Metes and Bounds Description of the Northeast Tract |
| 3.24.7 Exhibit G | Depiction of the Northwest Tract |
| 3.24.8 Exhibit H | Metes and Bounds Description of the Northwest Tract |

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth in the introductory paragraph of this Agreement.

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LOCATION MAP
NOT TO SCALE



MASTER PLAN FEATURES	
LAND USE PLAN	LAKEVIEW BUSINESS DISTRICT WITH CAMPUS COMMERCIAL USES
SPECIFIC PLANS	NOT IN A SPECIFIC PLAN AREA
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	AN 8-FT. MULTI-PURPOSE TRAIL IS SHOWN IN THE PLANNED DEVELOPMENT
OPEN SPACE PLAN	NOT APPLICABLE
THOROUGHFARE PLAN	LONG PRAIRIE (F.M. 2499) - MAJOR ARTERIAL / GERAULT - MAJOR ARTERIAL
WATER PLAN	EX. 16" IN GERAULT ROAD
WASTEWATER PLAN	EX. 12" IN GERAULT ROAD
ECONOMIC IMPACT	

DEVELOPER
GREEN BRICK PARTNERS
2805 NORTH DALLAS PARKWAY, SUITE 400
PLANO, TEXAS 75093
PH: (469) 573-6762
CONTACT: JED DOLSON

OWNER
JBGL CHATEAU LLC
2805 NORTH DALLAS PARKWAY, SUITE 400
PLANO, TEXAS 75093
PH: (469) 573-6762
CONTACT: JED DOLSON

CASE NO. DP15-0011
**DEVELOPMENT PLAN
OVERALL LAYOUT
SOUTHGATE**
347 SINGLE FAMILY ATTACHED RESIDENTIAL LOTS
75 SINGLE FAMILY DETACHED RESIDENTIAL LOTS
19 HOA OPEN SPACE LOTS
WEST TRACT: 34.964 ACRES
EAST TRACT: 17.101 ACRES
AN ADDITION TO THE TOWN OF FLOWER MOUND
J. KNIGHT SURVEY ~ ABSTRACT NO. 692
J. TURNER SURVEY ~ ABSTRACT NO. 1251
IN THE
DENTON COUNTY, TEXAS
TARRANT COUNTY, TEXAS

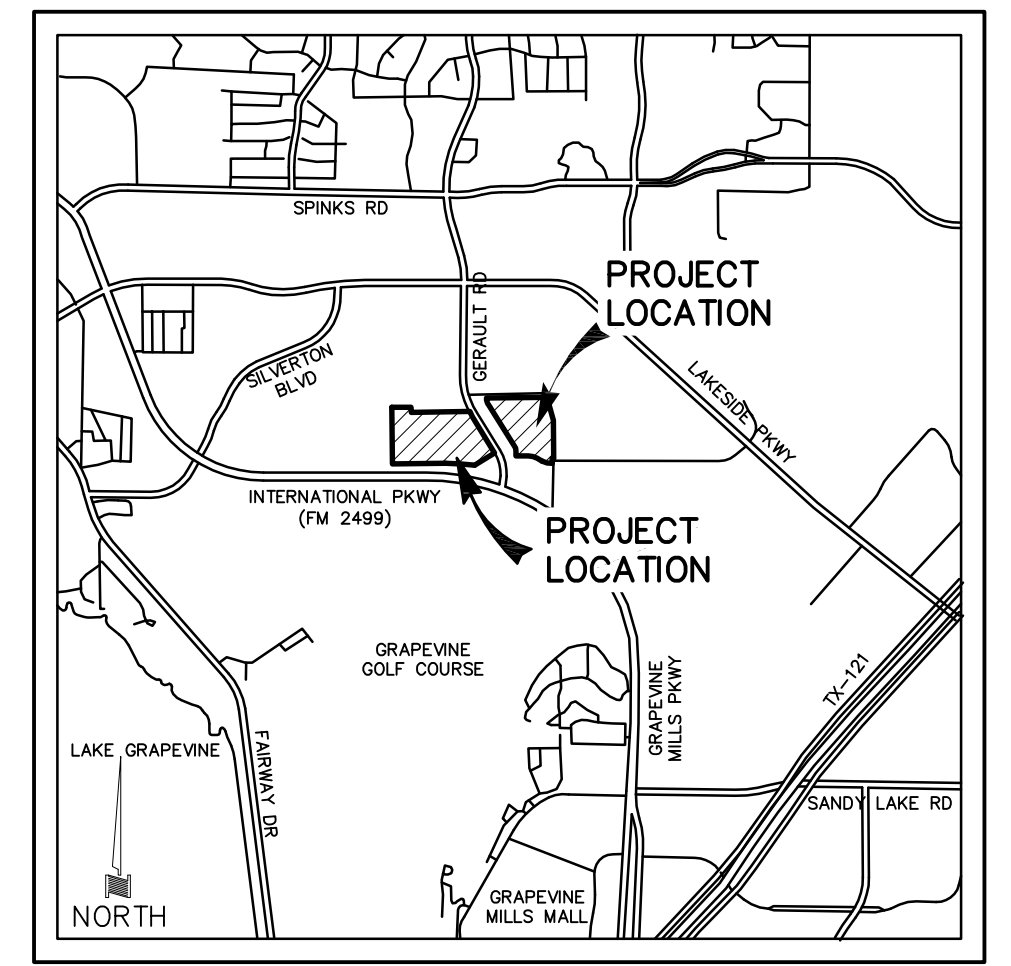
SEPTEMBER 28, 2015 SCALE: 1"=100'

PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

RMR INVESTMENTS, INC.
DOCUMENT NO. 2012-46100
D.R.D.C.T.

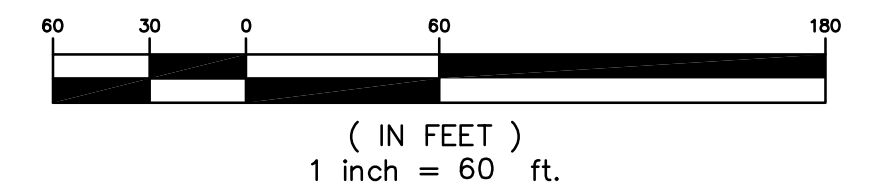
LAKEVIEW RIDGE ADDITION
DOCUMENT NO. 2013-361
P.R.D.C.T.

MASTER PLAN FEATURES	
LAND USE PLAN	LAKEVIEW BUSINESS DISTRICT WITH CAMPUS COMMERCIAL USES
SPECIFIC PLANS	NOT IN A SPECIFIC PLAN AREA
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	AN 8-FT. MULTI-PURPOSE TRAIL IS SHOWN IN THE PLANNED DEVELOPMENT
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THOROUGHFARE PLAN	LONG PRAIRIE (F.M. 2499)-MAJOR ARTERIAL / GERAULT - MAJOR ARTERIAL
WATER PLAN	EX. 16" IN GERAULT ROAD
WASTEWATER PLAN	EX. 12" IN GERAULT ROAD
ECONOMIC IMPACT	



LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE



LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
- <CM> CONTROL MONUMENT
- FADUE FIRE ACCESS DRAINAGE EASEMENT
- DE DRAINAGE EASEMENT
- SSE SANITARY SEWER EASEMENT
- BL BUILD-TO-LINE (FRONT) OR SIDE CORNER SETBACK
- BSB BUILDING SETBACK LINE - PD-134, SEC 3 (D).3.3.2
- PAE PUBLIC ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT
- MAE MUTUAL ACCESS EASEMENT
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS, TARRANT COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS, TARRANT COUNTY, TEXAS
- GRIL GUARD RAIL
- GAS GAS LINE MARKER
- LP LIGHT POLE
- SSMH SANITARY SEWER MANHOLE
- STMH STORM MANHOLE
- OHE- OVERHEAD ELECTRIC LINE
- ASPH ASPHALT
- CONC CONCRETE
- GRAV GRAVEL
- DIAMOND DENOTES STREET NAME CHANGE
- TRIANGLE DENOTES THE ZERO LOT LINE

CASE NO. DP15-0011 DEVELOPMENT PLAN SOUTHGATE

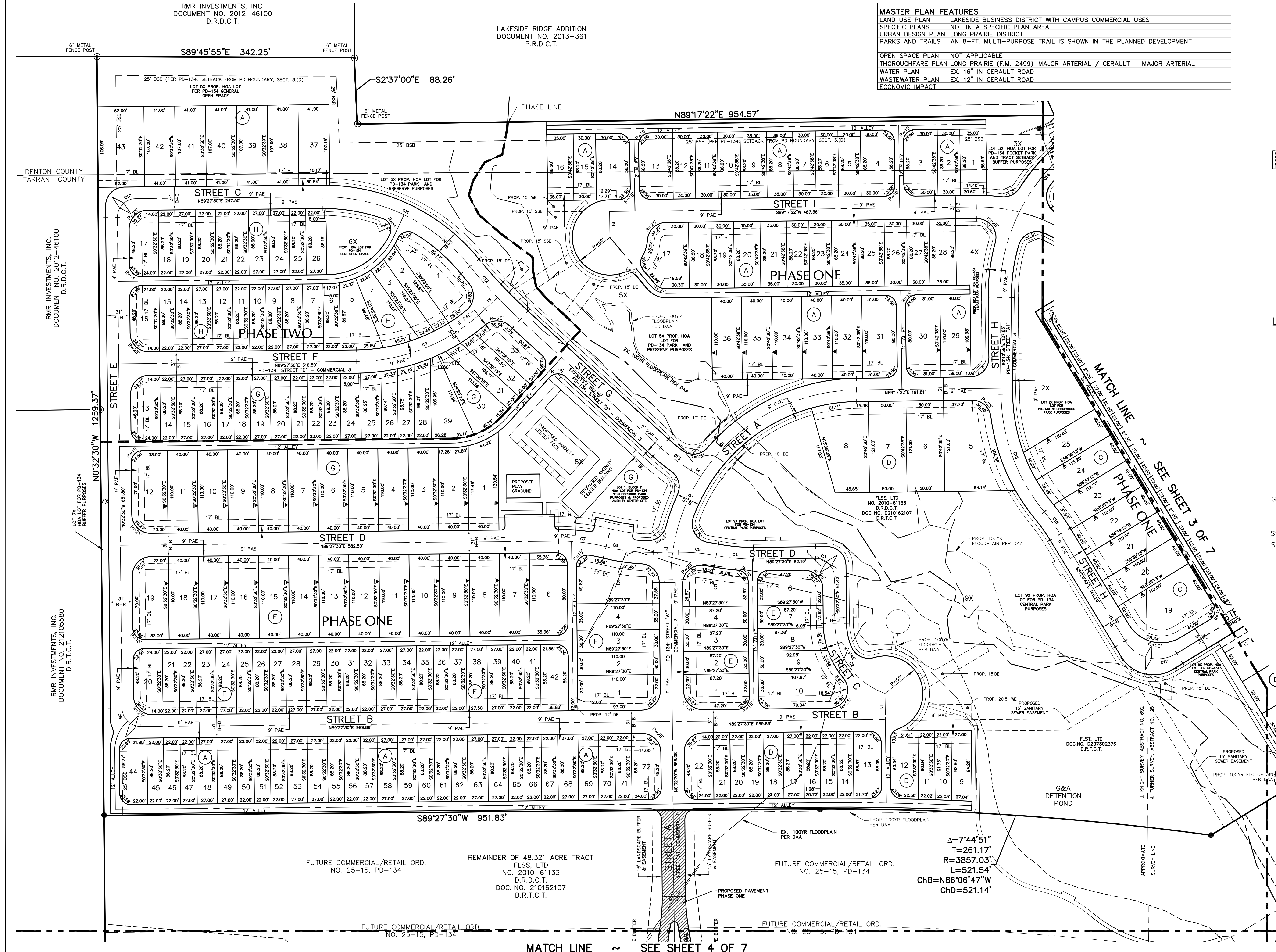
347 SINGLE FAMILY ATTACHED RESIDENTIAL LOTS
75 SINGLE FAMILY DETACHED RESIDENTIAL LOTS
19 HOA OPEN SPACE LOTS
WEST TRACT: 34.964 ACRES
EAST TRACT: 17.101 ACRES

AN ADDITION TO THE TOWN OF FLOWER MOUND
J. KNIGHT SURVEY ~ ABSTRACT NO. 692
J. TURNER SURVEY ~ ABSTRACT NO. 1251
IN THE
DENTON COUNTY, TEXAS
TARRANT COUNTY, TEXAS

SEPTEMBER 28, 2015 SCALE: 1"=60'

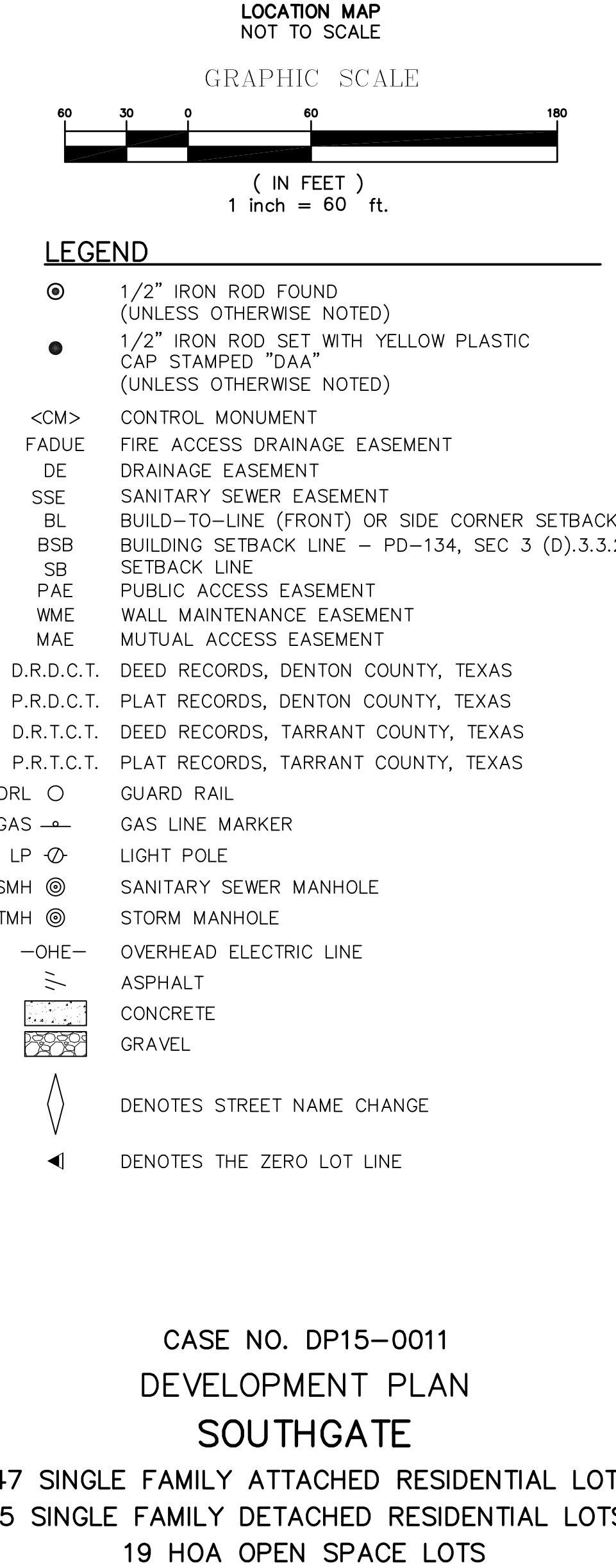
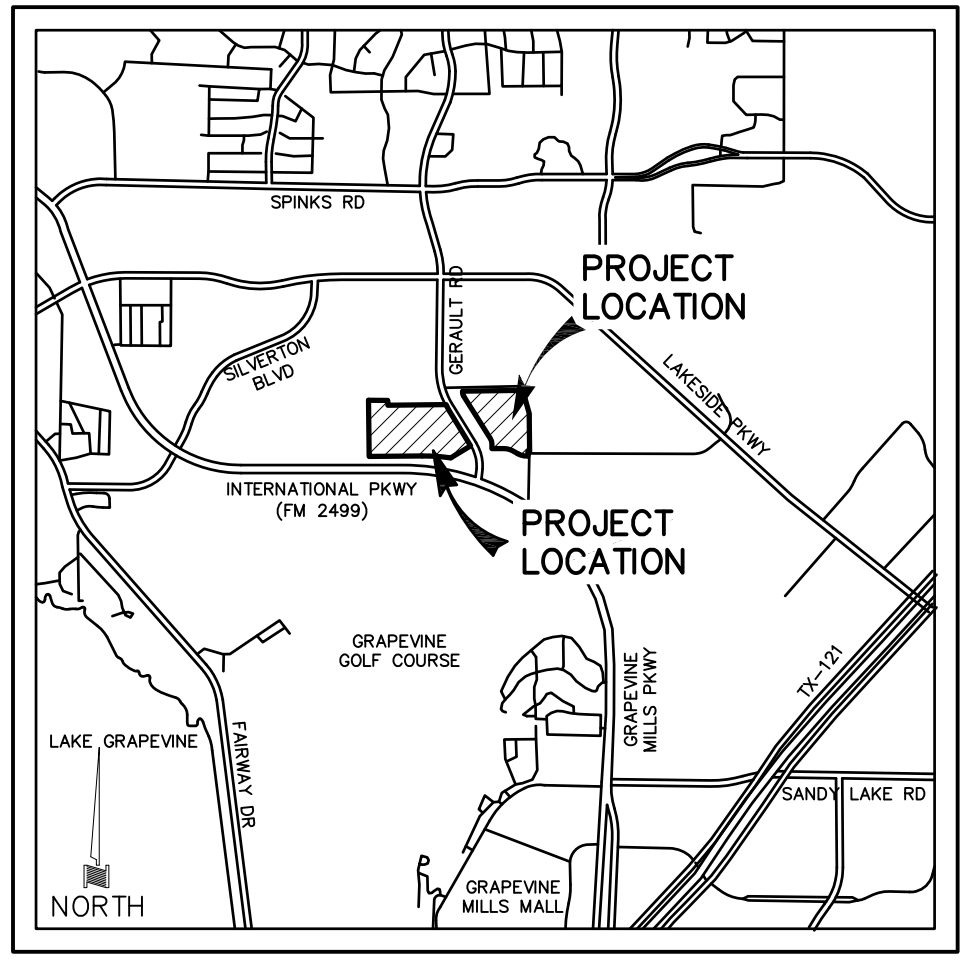
DEVELOPER
GREEN BRICK PARTNERS
2805 NORTH DALLAS PARKWAY, SUITE 400
PLANO, TEXAS 75093
PH: (469) 573-6762
CONTACT: JED DOLSON

PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800



MATCH LINE ~ SEE SHEET 4 OF 7





BOUNDARY LINE TABLE		
LINE	BEARING	LENGTH
T11	N69°41'32"E	51.86'
T12	N20°18'28"W	72.00'
T13	S69°41'32"W	138.67'

BOUNDARY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C29	28°06'10"	250.00'	62.57'	122.62'	N18°09'25"W 121.40'
C30	6°58'53"	530.00'	32.33'	64.58'	N27°51'20"W 64.54'

RESIDENTIAL LOT CRITERIA	
MINIMUM LOT AREA	1,940 SF
MINIMUM LOT WIDTH	22' AT BLDG LINE
MINIMUM LOT DEPTH	88.2'
MINIMUM FRONT YARD BL	17'
MINIMUM REAR YARD BL	8'
MINIMUM SIDE YARD BL	0'
MAXIMUM LOT COVERAGE	72%
MINIMUM FLOOR AREA	1800 SF
MAXIMUM BUILDING HEIGHT	3 STORIES OR 35'

LOT AND BLOCK SUMMARY		
SMALLEST	1,940 SF	0.04 AC
LARGEST	11,156 SF	0.26 AC
AVERAGE	2,992 SF	0.07 AC
TOTAL LOTS (INCLUDING X LOTS)	441 LOTS	
TOTAL BUILDABLE LOTS (EXCLUDING X LOTS)	422 RESIDENTIAL LOTS	

LINE	BEARING	DISTANCE
T1	N01°02'30"W	34.61'
T2	N89°27'30"E	33.33'
T3	N46°05'23"E	22.09'
T4	S57°20'30"E	15.50'
T5	S69°41'31"W	22.48'
T6	S00°42'38"E	34.50'
T7	S57°47'30"W	31.95'
T8	N89°26'16"E	19.70'
T9	N67°57'57"E	26.36'
T10	S00°00'00"E	47.58'

MASTER PLAN FEATURES	
LAND USE PLAN	LAKESIDE BUSINESS DISTRICT WITH CAMPUS COMMERCIAL USES
SPECIFIC PLANS	NOT IN A SPECIFIC PLAN AREA
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	AN 8-FT. MULTI-PURPOSE TRAIL IS SHOWN IN THE PLANNED DEVELOPMENT
OPEN SPACE PLAN	NOT APPLICABLE
THOROUGHFARE PLAN	LONG PRAIRIE (F.M. 2499)-MAJOR ARTERIAL / GERAULT - MAJOR ARTERIAL
WATER PLAN	EX. 16" IN GERAULT ROAD
WASTEWATER PLAN	EX. 12" IN GERAULT ROAD
ECONOMIC IMPACT	

1. LOTS 3X, 4X, 5X, 7X AND 10X OF BLOCK A, LOT 1X OF BLOCK B, LOT 2X OF BLOCK C, LOT 9X OF BLOCK D, LOT 8X OF BLOCK G, LOT 6X OF BLOCK H, LOT 19X OF BLOCK I, LOTS 11X, 12X AND 13X OF BLOCK K, LOTS 14X AND 15X OF BLOCK L, AND LOTS 16X, 17X AND 18X OF BLOCK M ARE FOR LANDSCAPE AND SCREENING PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
2. LOT 5X OF BLOCK A AND LOT 9X OF BLOCK D ARE FOR DRAINAGE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
3. AREA TO BE DEDICATED TO PUBLIC AS STREET RIGHT-OF-WAY IS ±534,665 SF.
4. THE ISSUANCE OF PERMITS AND CERTIFICATES OF OCCUPANCY FOR DEVELOPMENT OF THE PROPERTY SHOWN ON THE CONCEPT PLAN IS SUBJECT TO COMPLIANCE WITH AN APPROVED ENVIRONMENTAL PROTECTION PLAN.
5. PURSUANT TO THE ORDINANCE NO. 20-15, PD-134 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION, MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY IF DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT, SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PARTIAL OPERATION, MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGEWAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAY.
6. ALL X-LOTS ARE UNBUILDABLE, SAVE AND EXCEPT LOT 8X BLOCK G SHALL REMAIN BUILDABLE FOR THE PROPOSED AMENITY CENTER LOCATION.
7. THE PROPOSED AMENITY CENTER FACILITIES SHALL BE OWNED AND MAINTAINED BY THE HOA.
8. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
9. RETAINING WALL MATERIALS SHALL CONSIST OF MATERIALS SIMILAR IN NATURE TO THE EXISTING WALLS.
10. A RESERVED CONCRETE PAD FOR TRASH PICK UP SHALL BE DESIGNATED FOR LOTS 1-3, 14-16, AND 29-30 BLOCK A, LOTS 1-4, BLOCK B, LOTS 9-12, BLOCK D, LOTS 1-2 BLOCK F, LOTS 1-3 BLOCK J AND LOTS 1-3, BLOCK K.
11. A PORTION OF LOT 9X, BLOCK D IS IDENTIFIED AS ISI ON THE EPP AND SHALL BE PRESERVED IN ITS NATURAL STATE.
12. LOT 5X, BLOCK A SHALL BE IDENTIFIED AS THE PRESERVE AND IT IS INTENDED TO MAINTAIN THE EXISTING TREES AND CANOPY, ALTHOUGH ADDITIONAL PLANTING MAY BE PERMITTED PER PD-134.
13. SIDEWALKS SHALL BE 5'-0" IN WIDTH.
14. PROPOSED NEIGHBORHOOD PARK LOT 2X SHALL BE DEVELOPED WITH A WATER FOUNTAIN, BENCHES, AND TRASH RECEPTACLE. PROPOSED POCKET PARKS SHALL BE DEVELOPED WITH BENCHES AND TRASH RECEPTACLE.

OWNER
JBGL CHATEAU LLC
2805 NORTH DALLAS PARKWAY, SUITE 400
PLANO, TEXAS 75093
PH: (469) 573-6762
CONTACT: JED DOLSON

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

SG-R2 – (BLOCKS A-H)

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	A	3089	0.07	ATTACHED
2	A	2646	0.06	ATTACHED
3	A	3872	0.09	ATTACHED
4	A	3872	0.09	ATTACHED
5	A	2646	0.06	ATTACHED
6	A	2646	0.06	ATTACHED
7	A	2646	0.06	ATTACHED
8	A	3087	0.07	ATTACHED
9	A	3087	0.07	ATTACHED
10	A	2646	0.06	ATTACHED
11	A	2646	0.06	ATTACHED
12	A	2646	0.06	ATTACHED
13	A	3872	0.09	ATTACHED
14	A	3872	0.09	ATTACHED
15	A	2646	0.06	ATTACHED
16	A	3087	0.07	ATTACHED
17	A	4801	0.11	ATTACHED
18	A	2646	0.06	ATTACHED
19	A	2646	0.06	ATTACHED
20	A	3087	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	A	3087	0.07	ATTACHED
22	A	2646	0.06	ATTACHED
23	A	2646	0.06	ATTACHED
24	A	3087	0.07	ATTACHED
25	A	3087	0.07	ATTACHED
26	A	2646	0.06	ATTACHED
27	A	2646	0.06	ATTACHED
28	A	3087	0.07	ATTACHED
29	A	4400	0.10	DETACHED
30	A	4963	0.11	DETACHED
31	A	4963	0.11	DETACHED
32	A	4400	0.10	DETACHED
33	A	4400	0.10	DETACHED
34	A	4400	0.10	DETACHED
35	A	4400	0.10	DETACHED
36	A	4400	0.10	DETACHED
37	A	4388	0.10	DETACHED
38	A	4387	0.10	DETACHED
39	A	4387	0.10	DETACHED
40	A	4387	0.10	DETACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
41	A	4387	0.10	DETACHED
42	A	4387	0.10	DETACHED
43	A	6634	0.15	DETACHED
44	A	3166	0.07	ATTACHED
45	A	1940	0.04	ATTACHED
46	A	1940	0.04	ATTACHED
47	A	1940	0.04	ATTACHED
48	A	2381	0.05	ATTACHED
49	A	2381	0.05	ATTACHED
50	A	1940	0.04	ATTACHED
51	A	1940	0.04	ATTACHED
52	A	1940	0.04	ATTACHED
53	A	2381	0.05	ATTACHED
54	A	2381	0.05	ATTACHED
55	A	1940	0.04	ATTACHED
56	A	1940	0.04	ATTACHED
57	A	1940	0.04	ATTACHED
58	A	2381	0.05	ATTACHED
59	A	2381	0.05	ATTACHED
60	A	1940	0.04	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
61	A	1940	0.04	ATTACHED
62	A	1940	0.04	ATTACHED
63	A	2381	0.05	ATTACHED
64	A	2381	0.05	ATTACHED
65	A	1940	0.04	ATTACHED
66	A	1940	0.04	ATTACHED
67	A	1940	0.04	ATTACHED
68	A	2381	0.05	ATTACHED
69	A	2381	0.05	ATTACHED
70	A	1940	0.04	ATTACHED
71	A	1940	0.04	ATTACHED
72	A	3257	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	B	3360	0.08	ATTACHED
2	B	2452	0.06	ATTACHED
3	B	2251	0.05	ATTACHED
4	B	3398	0.08	ATTACHED
5	B	3168	0.07	ATTACHED
6	B	1940	0.04	ATTACHED
7	B	1940	0.04	ATTACHED
8	B	2381	0.05	ATTACHED
9	B	2381	0.05	ATTACHED
10	B	1940	0.04	ATTACHED
11	B	1940	0.04	ATTACHED
12	B	2381	0.05	ATTACHED
13	B	2381	0.05	ATTACHED
14	B	1940	0.04	ATTACHED
15	B	1940	0.04	ATTACHED
16	B	1940	0.04	ATTACHED
17	B	2381	0.05	ATTACHED
18	B	2381	0.05	ATTACHED
19	B	1940	0.04	ATTACHED
20	B	1940	0.04	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	B	1940	0.04	ATTACHED
22	B	2381	0.05	ATTACHED
23	B	2381	0.05	ATTACHED
24	B	1940	0.04	ATTACHED
25	B	1940	0.04	ATTACHED
26	B	1940	0.04	ATTACHED
27	B	2381	0.05	ATTACHED
28	B	2381	0.05	ATTACHED
29	B	1940	0.04	ATTACHED
30	B	1940	0.04	ATTACHED
31	B	3167	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	C	3165	0.07	ATTACHED
2	C	1940	0.04	ATTACHED
3	C	1940	0.04	ATTACHED
4	C	2381	0.05	ATTACHED
5	C	2381	0.05	ATTACHED
6	C	1940	0.04	ATTACHED
7	C	1940	0.04	ATTACHED
8	C	2381	0.05	ATTACHED
9	C	2381	0.05	ATTACHED
10	C	1940	0.04	ATTACHED
11	C	1940	0.04	ATTACHED
12	C	1940	0.04	ATTACHED
13	C	2381	0.05	ATTACHED
14	C	2381	0.05	ATTACHED
15	C	1940	0.04	ATTACHED
16	C	1940	0.04	ATTACHED
17	C	1940	0.04	ATTACHED
18	C	3257	0.07	ATTACHED
19	C	8050	0.18	DETACHED
20	C	4400	0.10	DETACHED

SG-R2

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	C	4400	0.10	DETACHED
22	C	4400	0.10	DETACHED
23	C	4434	0.10	DETACHED
24	C	4581	0.11	DETACHED
25	C	4544	0.10	DETACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	E	3916	0.09	ATTACHED
2	E	2616	0.06	ATTACHED
3	E	2616	0.06	ATTACHED
4	E	2616	0.06	ATTACHED
5	E	4327	0.10	ATTACHED
6	E	3916	0.09	ATTACHED
7	E	2616	0.06	ATTACHED
8	E	2684	0.06	ATTACHED
9	E	2987	0.07	ATTACHED
10	E	5323	0.12	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	F	5240	0.12	ATTACHED
2	F	3300	0.08	ATTACHED
3	F	3300	0.08	ATTACHED
4	F	3850	0.09	ATTACHED
5	F	6160	0.14	DETACHED
6	F	5443	0.12	DETACHED
7	F	4400	0.10	DETACHED
8	F	4400	0.10	DETACHED
9	F	4400	0.10	DETACHED
10	F	4400	0.10	DETACHED
11	F	4400	0.10	DETACHED
12	F	4400	0.10	DETACHED
13	F	4400	0.10	DETACHED
14	F	4400	0.10	DETACHED
15	F	4400	0.10	DETACHED
16	F	4400	0.10	DETACHED
17	F	4400	0.10	DETACHED
18	F	4400	0.10	DETACHED
19	F	5098	0.12	DETACHED
20	F	3257	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	F	1940	0.04	ATTACHED
22	F	1940	0.04	ATTACHED
23	F	2381	0.05	ATTACHED
24	F	2381	0.05	ATTACHED
25	F	1940	0.04	ATTACHED
26	F	1940	0.04	ATTACHED
27	F	1940	0.04	ATTACHED
28	F	2381	0.05	ATTACHED
29	F	2381	0.05	ATTACHED
30	F	1940	0.04	ATTACHED
31	F	1940	0.04	ATTACHED
32	F	1940	0.04	ATTACHED
33	F	2381	0.05	ATTACHED
34	F	2381	0.05	ATTACHED
35	F	1940	0.04	ATTACHED
36	F	1940	0.04	ATTACHED
37	F	1940	0.04	ATTACHED
38	F	2426	0.06	ATTACHED
39	F	2381	0.05	ATTACHED
40	F	1940	0.04	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
41	F	1940	0.04	ATTACHED
42	F	3203	0.07	ATTACHED

HOA LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	TYPE
1X	B	20650	0.47	POCKET PARK AND LANDSCAPE BUFFER
2X	C	20054	0.46	NEIGHBORHOOD PARK
3X	A	10931	0.25	POCKET PARK
4X	A	6984	0.16	LINEAR PARK
5X	A	109959	2.52	PRESERVE AND OPEN SPACE
6X	H	5670	0.13	GENERAL OPEN SPACE
7X	A	9791	0.22	BUFFER AND GENERAL OPEN SPACE
8X	G	34018	0.78	AMENITY CENTER AND PARK OPEN SPACE
9X	D	184605	4.24	CENTRAL PARK AND PRESERVE
10X	A	1810	0.04	GENERAL OPEN SPACE AND ENTRY MEDIAN

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	D	6359	0.15	DETACHED
2	D	6050	0.14	DETACHED
3	D	6050	0.14	DETACHED
4	D	7368	0.17	DETACHED
5	D	8648	0.20	DETACHED
6	D	6050	0.14	DETACHED
7	D	6050	0.14	DETACHED
8	D	7309	0.17	DETACHED
9	D	2525	0.06	ATTACHED
10	D	2030	0.05	ATTACHED
11	D	2008	0.05	ATTACHED
12	D	3273	0.08	ATTACHED
13	D	3190	0.07	ATTACHED
14	D	1945	0.04	ATTACHED
15	D	1941	0.04	ATTACHED
16	D	1940	0.04	ATTACHED
17	D	2381	0.05	ATTACHED
18	D	2381	0.05	ATTACHED
19	D	1940	0.04	ATTACHED
20	D	1940	0.04	ATTACHED
21	D	1940	0.04	ATTACHED
22	D	3257	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	G	4793	0.11	DETACHED
2	G	4419	0.10	DETACHED
3	G	4400	0.10	DETACHED
4	G	4400	0.10	DETACHED
5	G	4400	0.10	DETACHED
6	G	4400	0.10	DETACHED
7	G	4400	0.10	DETACHED
8	G	4400	0.10	DETACHED
9	G	4400	0.10	DETACHED
10	G	4400	0.10	DETACHED
11	G	4400	0.10	DETACHED
12	G	5098	0.12	DETACHED
13	G	3257	0.07	ATTACHED
14	G	1940	0.04	ATTACHED
15	G	2381	0.05	ATTACHED
16	G	2381	0.05	ATTACHED
17	G	1940	0.04	ATTACHED
18	G	1940	0.04	ATTACHED
19	G	2381	0.05	ATTACHED
20	G	2381	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	G	1940	0.04	ATTACHED
22	G	1940	0.04	ATTACHED
23	G	1940	0.04	ATTACHED
24	G	2381	0.05	ATTACHED
25	G	2402	0.06	ATTACHED
26	G	2019	0.05	ATTACHED
27	G	2120	0.05	ATTACHED
28	G	2265	0.05	ATTACHED
29	G	3746	0.09	ATTACHED
30	G	3965	0.09	ATTACHED
31	G	2415	0.06	ATTACHED
32	G	2278	0.05	ATTACHED
33	G	3681	0.08	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	H	5840	0.13	ATTACHED
2	H	2664	0.06	ATTACHED
3	H	2498	0.06	ATTACHED
4	H	3699	0.08	ATTACHED
5	H	3713	0.09	ATTACHED
6	H	1948	0.04	ATTACHED
7	H	2381	0.05	ATTACHED
8	H	2381	0.05	ATTACHED
9	H	1940	0.04	ATTACHED
10	H	1940	0.04	ATTACHED
11	H	1940	0.04	ATTACHED
12	H	2381	0.05	ATTACHED
13	H	2381	0.05	ATTACHED
14	H	1940	0.04	ATTACHED
15	H	1940	0.04	ATTACHED
16	H	3257	0.07	ATTACHED
17	H	3257	0.07	ATTACHED
18	H	1940	0.04	ATTACHED
19	H	2381	0.05	ATTACHED
20	H	2381	0.05	ATTACHED

SG-R1 – (BLOCKS I-M)

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	I	11156	0.26	DETACHED
2	I	5229	0.12	DETACHED
3	I	4640	0.11	DETACHED
4	I	4428	0.10	DETACHED
5	I	4428	0.10	DETACHED
6	I	4428	0.10	DETACHED
7	I	4428	0.10	DETACHED
8	I	4428	0.10	DETACHED
9	I	4428	0.10	DETACHED
10	I	4428	0.10	DETACHED
11	I	4428	0.10	DETACHED
12	I	4428	0.10	DETACHED
13	I	4428	0.10	DETACHED
14	I	4428	0.10	DETACHED
15	I	4428	0.10	DETACHED
16	I	4428	0.10	DETACHED
17	I	4428	0.10	DETACHED
18	I	5130	0.12	DETACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	J	3707	0.09	ATTACHED
2	J	1962	0.05	ATTACHED
3	J	1962	0.05	ATTACHED
4	J	2409	0.06	ATTACHED
5	J	2408	0.06	ATTACHED
6	J	1981	0.05	ATTACHED
7	J	2086	0.05	ATTACHED
8	J	5272	0.12	ATTACHED
9	J	4537	0.10	ATTACHED
10	J	2001	0.05	ATTACHED
11	J	1963	0.05	ATTACHED
12	J	2409	0.06	ATTACHED
13	J	2408	0.06	ATTACHED
14	J	1962	0.05	ATTACHED
15	J	1962	0.05	ATTACHED
16	J	1962	0.05	ATTACHED
17	J	2409	0.06	ATTACHED
18	J	2408	0.06	ATTACHED
19	J	1962	0.05	ATTACHED
20	J	1962	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	J	1962	0.05	ATTACHED
22	J	2409	0.06	ATTACHED
23	J	2408	0.06	ATTACHED
24	J	1962	0.05	ATTACHED
25	J	1962	0.05	ATTACHED
26	J	1962	0.05	ATTACHED
27	J	2409	0.06	ATTACHED
28	J	2408	0.06	ATTACHED
29	J	1962	0.05	ATTACHED
30	J	1962	0.05	ATTACHED
31	J	3822	0.09	ATTACHED
32	J	3902	0.09	ATTACHED
33	J	1962	0.05	ATTACHED
34	J	1962	0.05	ATTACHED
35	J	1962	0.05	ATTACHED
36	J	2408	0.06	ATTACHED
37	J	2409	0.06	ATTACHED
38	J	1962	0.05	ATTACHED
39	J	1962	0.05	ATTACHED
40	J	1962	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
41	J	2408	0.06	ATTACHED
42	J	2409	0.06	ATTACHED
43	J	1962	0.05	ATTACHED
44	J	1962	0.05	ATTACHED
45	J	1962	0.05	ATTACHED
46	J	1962	0.05	ATTACHED
47	J	2408	0.06	ATTACHED
48	J	2409	0.06	ATTACHED
49	J	1962	0.05	ATTACHED
50	J	1962	0.05	ATTACHED
51	J	1964	0.05	ATTACHED
52	J	1989	0.05	ATTACHED
53	J	3818	0.09	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	K	4090	0.09	ATTACHED
2	K	1962	0.05	ATTACHED
3	K	2408	0.06	ATTACHED
4	K	2408	0.06	ATTACHED
5	K	1962	0.05	ATTACHED
6	K	1963	0.05	ATTACHED
7	K	4222	0.10	ATTACHED
8	K	2584	0.06	ATTACHED
9	K	2005	0.05	ATTACHED
10	K	1963	0.05	ATTACHED
11	K	1962	0.05	ATTACHED
12	K	2409	0.06	ATTACHED
13	K	2408	0.06	ATTACHED
14	K	1962	0.05	ATTACHED
15	K	1962	0.05	ATTACHED
16	K	1962	0.05	ATTACHED
17	K	2408	0.06	ATTACHED
18	K	2408	0.06	ATTACHED
19	K	1962	0.05	ATTACHED
20	K	1962	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	K	2409	0.06	ATTACHED
22	K	2408	0.06	ATTACHED
23	K	1962	0.05	ATTACHED
24	K	1962	0.05	ATTACHED
25	K	3822	0.09	ATTACHED
26	K	3902	0.09	ATTACHED
27	K	1962	0.05	ATTACHED
28	K	1962	0.05	ATTACHED
29	K	2408	0.06	ATTACHED
30	K	2409	0.06	ATTACHED
31	K	1962	0.05	ATTACHED
32	K	1962	0.05	ATTACHED
33	K	2408	0.06	ATTACHED
34	K	2408	0.06	ATTACHED
35	K	1962	0.05	ATTACHED
36	K	1962	0.05	ATTACHED
37	K	2408	0.06	ATTACHED
38	K	2409	0.06	ATTACHED
39	K	1962	0.05	ATTACHED
40	K	1962	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
41	K	1962	0.05	ATTACHED
42	K	3230	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	L	2435	0.06	ATTACHED
2	L	1962	0.05	ATTACHED
3	L	1963	0.05	ATTACHED
4	L	1980	0.05	ATTACHED
5	L	2037	0.05	ATTACHED
6	L	3229	0.07	ATTACHED
7	L	3353	0.08	ATTACHED
8	L	2043	0.05	ATTACHED
9	L	1982	0.05	ATTACHED
10	L	3291	0.08	ATTACHED
11	L	3364	0.08	ATTACHED
12	L	1977	0.05	ATTACHED
13	L	2418	0.06	ATTACHED
14	L	2412	0.06	ATTACHED
15	L	2015	0.05	ATTACHED
16	L	2172	0.05	ATTACHED
17	L	2939	0.07	ATTACHED
18	L	2549	0.06	ATTACHED
19	L	2026	0.05	ATTACHED
20	L	1966	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	L	1962	0.05	ATTACHED
22	L	3386	0.08	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	M	4108	0.09	ATTACHED
2	M	1962	0.05	ATTACHED
3	M	2408	0.06	ATTACHED
4	M	2408	0.06	ATTACHED
5	M	1962	0.05	ATTACHED
6	M	1962	0.05	ATTACHED
7	M	1962	0.05	ATTACHED
8	M	2408	0.06	ATTACHED
9	M	2408	0.06	ATTACHED
10	M	1962	0.05	ATTACHED
11	M	1962	0.05	ATTACHED
12	M	2398	0.06	ATTACHED
13	M	2567	0.06	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
14	M	1976	0.05	ATTACHED
15	M	1962	0.05	ATTACHED
16	M	2408	0.06	ATTACHED
17	M	2408	0.06	ATTACHED
18	M	1962	0.05	ATTACHED
19	M	1962	0.05	ATTACHED
20	M	1962	0.05	ATTACHED
21	M	2408	0.06	ATTACHED
22	M	2408	0.06	ATTACHED
23	M	2253	0.05	ATTACHED
24	M	1962	0.05	ATTACHED
25	M	1962	0.05	ATTACHED
26	M	3836	0.09	ATTACHED

SG-R1

HOA LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	TYPE
11X	K	2281	0.05	GENERAL OPEN SPACE
12X	K	1963	0.05	GENERAL OPEN SPACE
13X	K	1662	0.04	GENERAL OPEN SPACE
14X	L	3343	0.08	GENERAL OPEN SPACE
15X	L	1916	0.04	GENERAL OPEN SPACE
16X	M	12342	0.28	POCKET PARK
17X	M	2433	0.06	GENERAL OPEN SPACE
18X	M	3654	0.08	GENERAL OPEN SPACE
19X	I	136350	3.13	NEIGHBORHOOD PARK AND BUFFER

CASE NO. DP15-0011
DEVELOPMENT PLAN
SOUTHGATE

347 SINGLE FAMILY ATTACHED RESIDENTIAL LOTS
75 SINGLE FAMILY DETACHED RESIDENTIAL LOTS
19 HOA OPEN SPACE LOTS

WEST TRACT: 34.964 ACRES
EAST TRACT: 17.101 ACRES

AN ADDITION TO THE TOWN OF FLOWER MOUND
J. KNIGHT SURVEY ~ ABSTRACT NO. 692
J. TURNER SURVEY ~ ABSTRACT NO. 1251
IN THE
DENTON COUNTY, TEXAS
TARRANT COUNTY, TEXAS

SEPTEMBER 28, 2015

SCALE: 1"=60'

DEVELOPER
GREEN BRICK PARTNERS
2805 NORTH DALLAS PARKWAY
SUITE 400
PLANO, TEXAS 75093
PH:(469) 573-6762
CONTACT: JED DOLSON

OWNER
JBGL CHATEAU LLC
2805 NORTH DALLAS PARKWAY
SUITE 400
PLANO, TEXAS 75093
PH:(469) 573-6762
CONTACT: JED DOLSON

PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800



HOA LOT TOTALS:

SR-G2 TOTAL = ± 404,472 SF
SR-G2 TOTAL = ± 9.28 AC
SR-G1 TOTAL = ± 165,944 SF
SR-G1 TOTAL = ± 3.80 AC
OVERALL HOA OPEN SPACE = ±570,416 SF
OVERALL HOA OPEN SPACE = ±13.095 AC

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF DALLAS §

LEGAL DESCRIPTION
SOUTHGATE

WEST TRACT:

BEING a tract of land located in the J. KNIGHT SURVEY, ABSTRACT NO. 692, and the J. TURNER SURVEY, ABSTRACT NO. 1251, Town of Flower Mound, Denton and Tarrant Counties, Texas and being part of a that tract of land conveyed to FLST, LTD, according to the document filed of record in Document Number 207302376, Deed Records, Tarrant County, Texas and being part of that track of land conveyed to FLSS, LTD, according to the document filed for record in Document Number 210162107, Deed Records, Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with a yellow plastic cap found for the intersection of the north line of LONG PRAIRIE ROAD (FM 2499), a 160.00 foot right-of-way, and west line of Gerault Road, a 120.00 foot right-of-way;

THENCE With said west line, the following three (3) courses and distances:

North 17° 58' 07" East, a distance of 8.36 feet to a 1/2 inch iron rod with a yellow plastic cap found at the beginning of a curve to the left having a central angle of 49° 18' 54", a radius of 470.00 feet and a chord bearing and distance of North 06° 41' 20" West, 392.16 feet;

With said curve to the left, an arc distance of 404.53 feet to a 1/2 inch iron rod found for corner;

North 31° 20' 47" West, a distance of 221.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the POINT OF BEGINNING of the tract of land herein described:

THENCE Leaving said west line, over and across the above mentioned FLST, LTD and FLSS, LTD tracts, the following three (3) courses and distances:

South 58° 52' 57" West, a distance of 415.74 feet to the beginning of a non-tangential curve to the left having a central angle of 08° 16' 27", a radius of 3,576.49 feet and a chord bearing and distance of North 86° 17' 59" West, 516.03 feet.

With said curve to the left, an arc distance of 516.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 33' 48" West, a distance of 951.66 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, in the common west line of the above mentioned FLSS, LTD tract and east line of a tract of land conveyed to RMR Investments, Inc., according to the document filed of record in Document Number 212105580, Deed Records, Tarrant County, Texas;

THENCE North 00° 31' 49" West, with said common line, a distance of 1,008.42 feet to a 6" metal fence post found in the south line of a tract of land conveyed to RMR Investments, Inc., according to the document filed of record in Document Number 2012-46100, Deed Records, Denton County, Texas;

THENCE South 89° 40' 36" East, with the common north line of said FLSS, LTD tract and south line of said RMR Investments, Inc. tract, a distance of 342.39 feet to a 6" metal fence post found for corner in the west line of LAKESIDE RIDGE ADDITION, according to the Plat filed for record in Cabinet 2013.Page 361, Plat Records, Denton County, Texas, for the southeast corner of said RMR Investment, Inc. tract;

THENCE South 02° 36' 49" East, with said west line, a distance of 87.62 feet to a 6 inch metal fence post found in the common north line of said FLSS, LTD tract and south line of said LAKESIDE RIDGE ADDITION, for the southwest corner of said Addition;

THENCE North 89° 17' 22" East, with said common line, a distance of 1,045.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the west line of the above mentioned Gerault Road, said point being at the beginning of a non-tangential curve to the left having a central angle of 11° 28' 39", a radius of 530.00 feet and a chord bearing and distance of South 25° 36' 27" East, 105.99 feet.

THENCE With said west line and with said curve to the left, an arc distance of 106.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner

THENCE South 31° 20' 47" East, continuing with said west line, a distance of 758.16 feet to the POINT OF BEGINNING and containing 34.964 acres of land, more or less.

EAST TRACT:

BEING a tract of land located in the J. KNIGHT SURVEY, ABSTRACT NO. 692, and the J. TURNER SURVEY, ABSTRACT NO. 1251, Town of Flower Mound, Denton and Tarrant Counties, Texas and being part of a tract of land conveyed to FLSC, LTD, FLST, LTD, & FLCT, LTD, according to the document filed of record in Document Number 2007-102876, Deed Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with a yellow plastic cap found at the intersection of the west line of Gerault Road, a 120.00 foot right-of-way and south line of Old Gerault Road, a 50.00 foot right-of-way;

THENCE North 89° 17' 43" East, a distance of 261.84 feet to 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the POINT OF BEGINNING of the tract of land herein described:

THENCE North 89° 17' 43" East, with said south line, a distance of 949.44 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

THENCE South 15° 52' 14" East, with the approximate center line of said Old Gerault Road, a distance of 374.21 feet to a 1/2 inch iron rod found for corner;

THENCE South 00° 39' 18" East, continuing with said approximate center line, a distance of 601.04 feet to a PK nail found for corner;

THENCE South 88° 29' 16" West, leaving said approximate center line, a distance of 26.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner in the west line of said Old Gerault Road;

THENCE South 00° 23' 17" West, with said west line, a distance of 75.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 34° 43' 07", a radius of 275.00 feet and chord bearing and distance of North 77° 21' 31" West, 164.10 feet;

THENCE Leaving said west line, over and across the above mentioned FLSC, LTD, FLST, LTD, & FLCT, LTD tract, the following nine (9) courses and distances:

With said curve to the left, an arc distance of 166.64 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 59° 59' 57" West, a distance of 87.80 feet to the beginning of a curve to the left having a central angle of 30° 00' 00", a radius of 275.00 feet and a chord bearing and distance of North 74° 59' 57" West, 142.35 feet;

With said curve to the left, an arc distance of 143.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 89° 59' 57" West, a distance of 195.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 00° 00' 03" East, a distance of 76.46 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 32° 12' 29", a radius of 150.00 feet and a chord bearing and distance of North 16° 06' 12" West, 83.21 feet;

With said curve to the left, an arc distance of 84.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 32° 12' 27" West, a distance of 794.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 31° 29' 39", a radius of 100.00 feet and a chord bearing and distance of North 16° 27' 38" West, 54.28 feet

With said curve to the right, an arc distance of 54.97 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 00° 42' 49" West, a distance of 27.53 feet to the POINT OF BEGINNING and containing 17.101 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT JBGL CHATEAU LLC , a Texas limited partnership, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as SOUTHGATE, an addition to the TOWN OF FLOWER MOUND, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. THAT JBGL CHATEAU LLC , a Texas limited partnership, does herein certify the following:

1. The streets and alleys are dedicated in fee simple for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Flower Mound.
5. The Town of Flower Mound is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Flower Mound's use thereof.
7. The Town of Flower Mound and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The Town of Flower Mound and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the Town of Flower Mound.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound, Texas.

WITNESS, my hand, this the _____ day of _____, 2016.

JBGL CHATEAU LLC .

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

By: _____

Name: JAMES R. BRICKMAN

Title: MANAGER

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE me the undersigned, a Notary Public, on this day personally appeared STEPHEN WILLIAMSON, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

Notary Public in and for the State of Texas

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Sean Patton, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were property placed under my personal supervision, in accordance with the Subdivision Regulations of the Town of Flower Mound, Texas.

Dated this the _____ day of _____, 2016.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

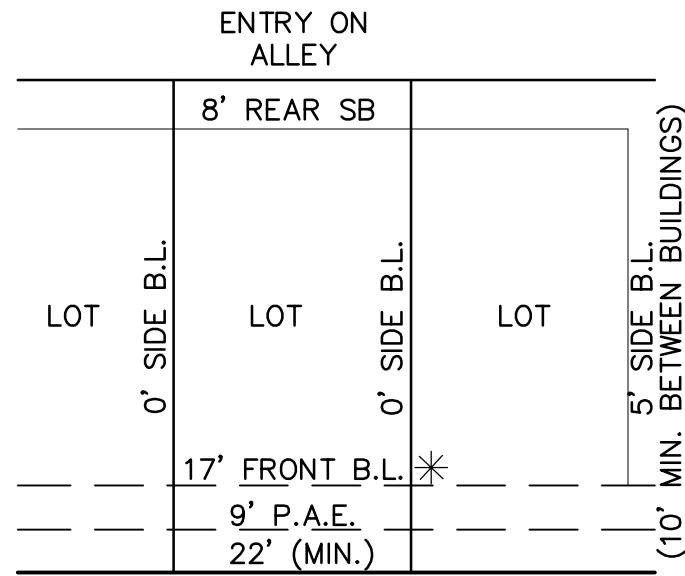
SEAN PATTON
Registered Professional Land Surveyor No. 5660

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas on this day personally appeared Sean Patton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

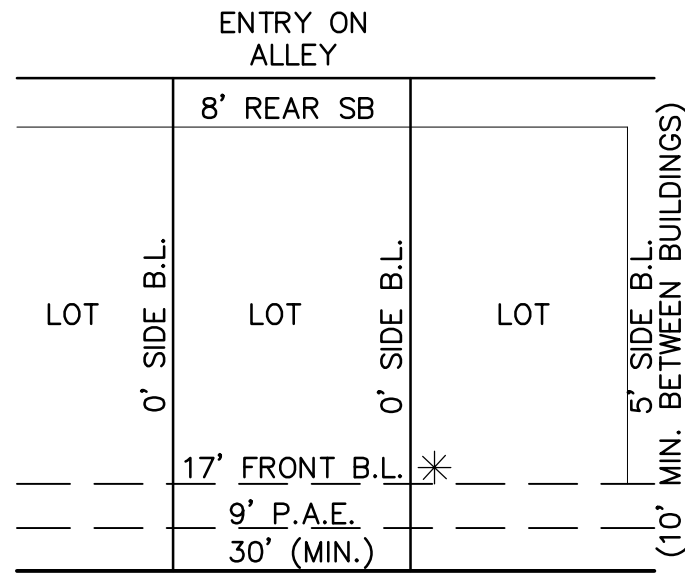
GIVEN under my hand and seal of office this _____ day of _____, 2016.

Notary Public in and for the State of Texas

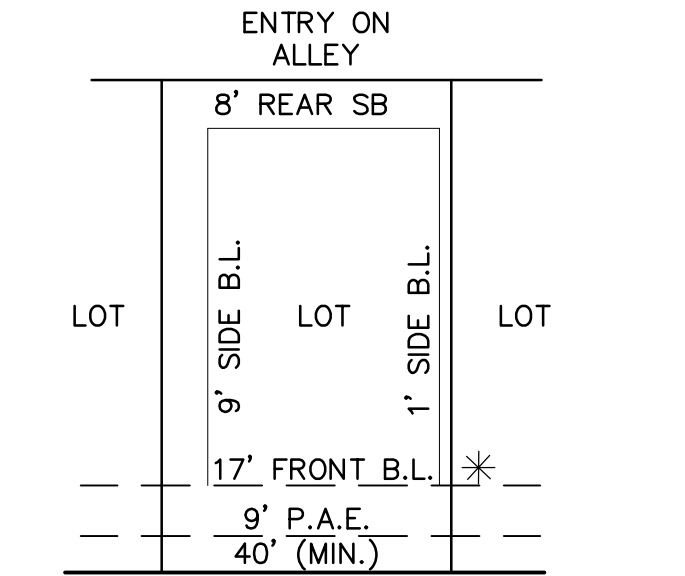


TYPICAL 22' RESIDENTIAL LOT DETAIL
SINGLE FAMILY ATTACHED
NOT TO SCALE

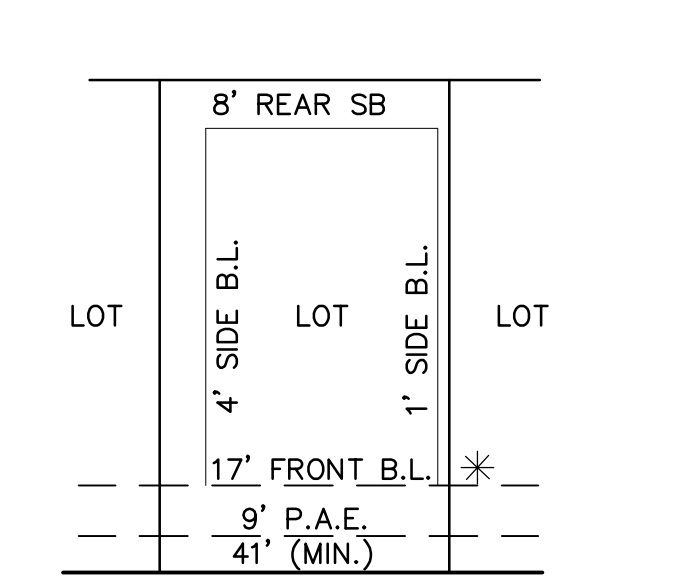
* AS MEASURED FROM THE PAVEMENT BACK-OF-CURB. PD-134 IDENTIFIES A MIN. 8' FRONT BUILD-TO-LINE (BL) AS MEASURED FROM THE PEDESTRIAN ACCESS EASEMENT (P.A.E.)



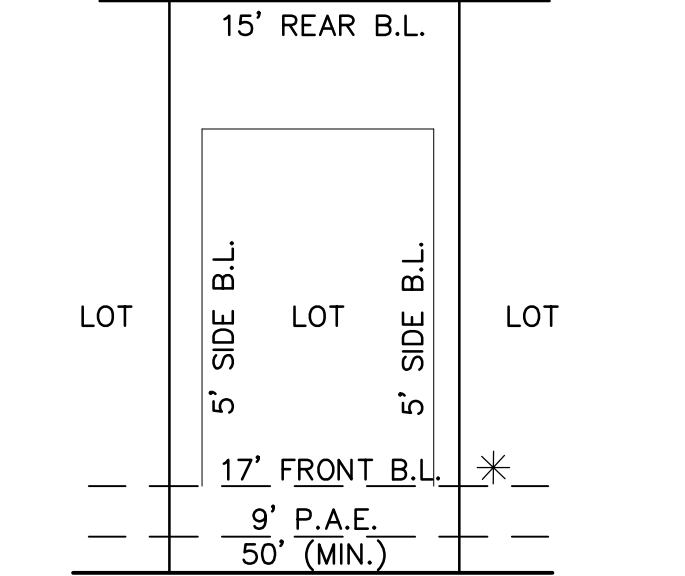
TYPICAL 30' RESIDENTIAL LOT DETAIL
SINGLE FAMILY ATTACHED
NOT TO SCALE



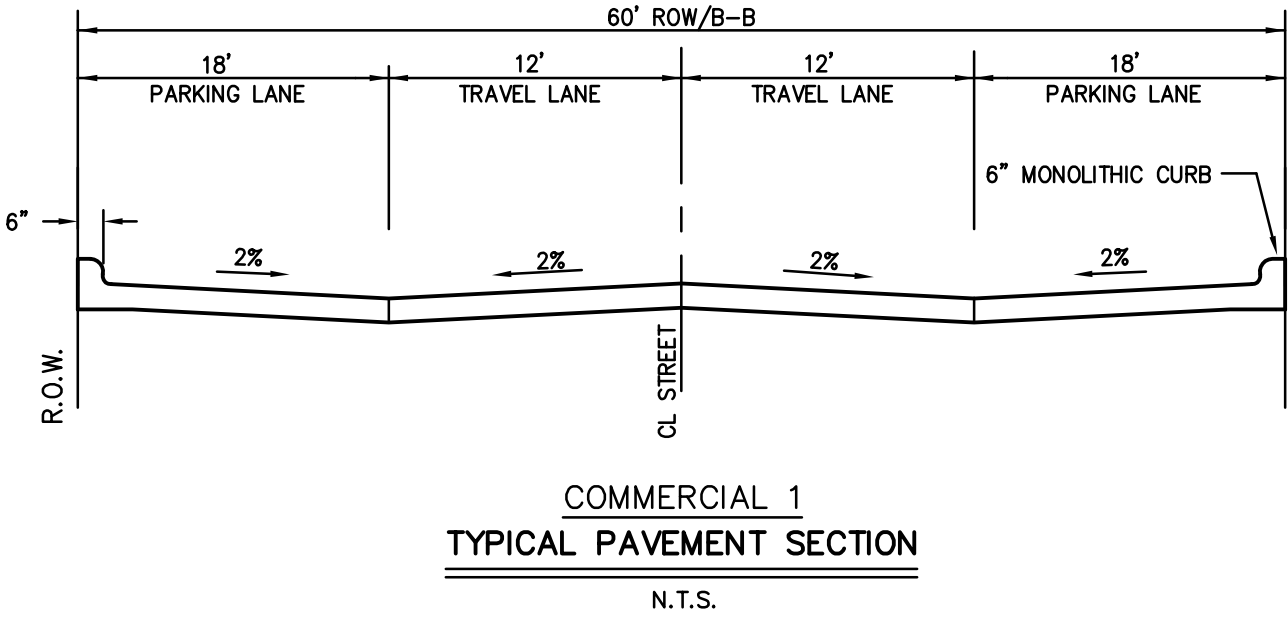
TYPICAL 40' RESIDENTIAL LOT DETAIL
SINGLE FAMILY DETACHED
NOT TO SCALE



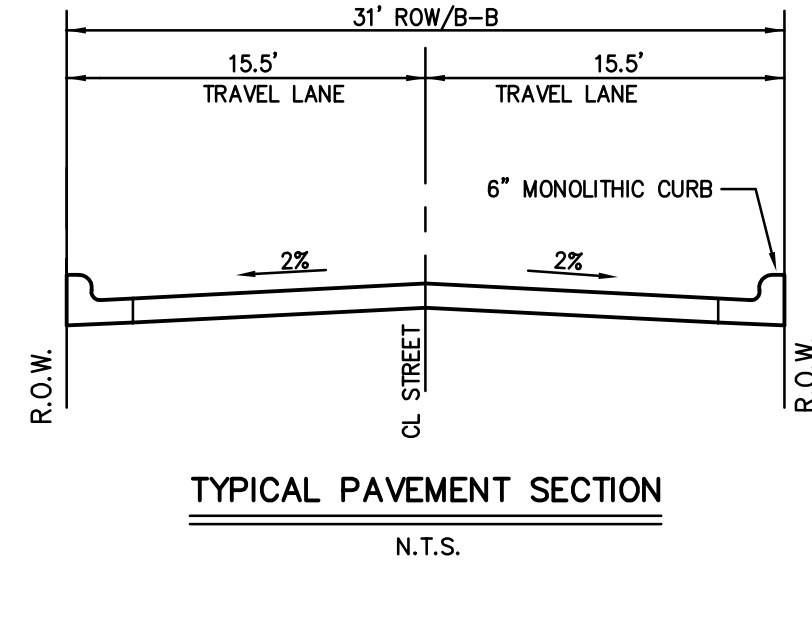
TYPICAL 41' RESIDENTIAL LOT DETAIL
SINGLE FAMILY DETACHED
NOT TO SCALE



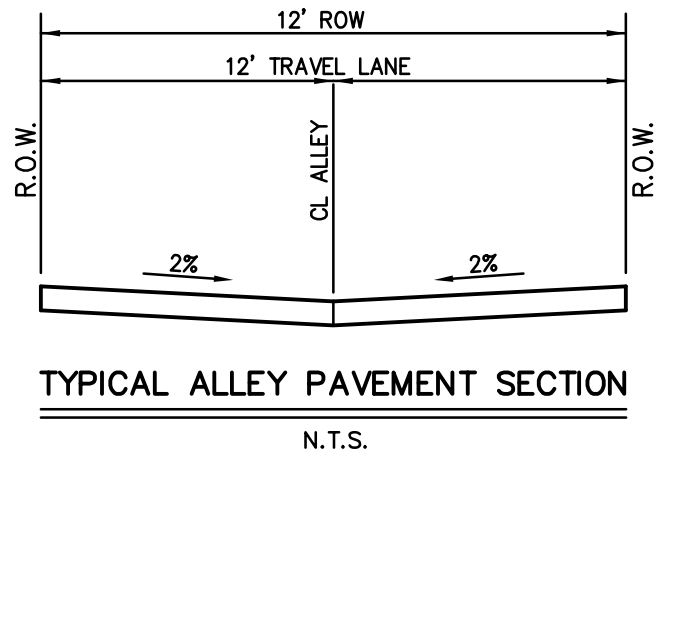
TYPICAL 50' RESIDENTIAL LOT DETAIL
SINGLE FAMILY DETACHED
NOT TO SCALE



COMMERCIAL 1
TYPICAL PAVEMENT SECTION
N.T.S.



TYPICAL PAVEMENT SECTION
N.T.S.



TYPICAL ALLEY PAVEMENT SECTION
N.T.S.

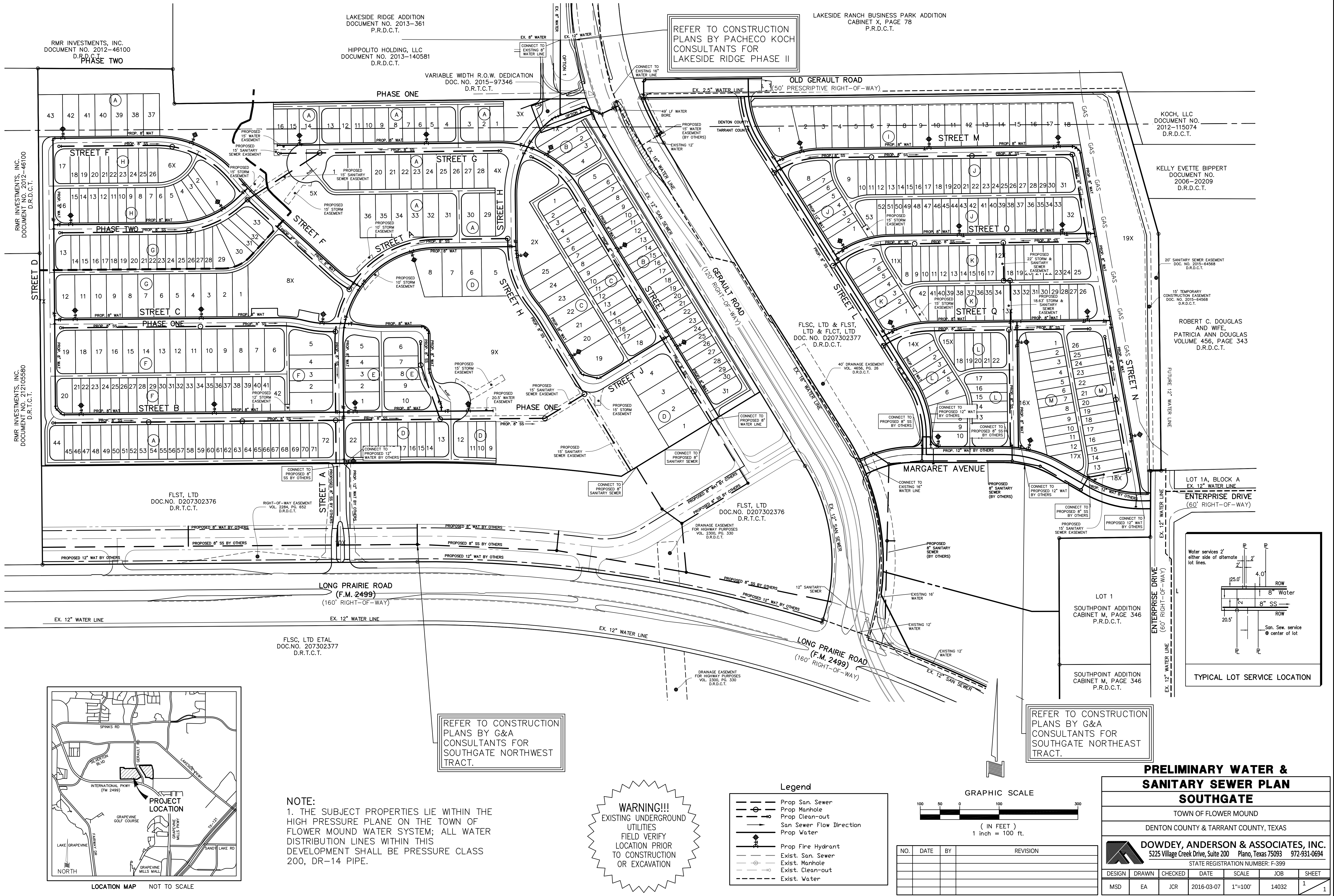
OWNER
JBGL CHATEAU LLC
2805 NORTH DALLAS PARKWAY, SUITE 400
PLANO, TEXAS 75093
PH: (469) 573-6762
CONTACT: JED DOLSON



PLANNER/ENGINEER/SURVEYOR
DOWDY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

CASE NO. DP15-0011
DEVELOPMENT PLAN
SOUTHGATE
347 SINGLE FAMILY ATTACHED RESIDENTIAL LOTS
75 SINGLE FAMILY DETACHED RESIDENTIAL LOTS
19 HOA OPEN SPACE LOTS
WEST TRACT: 34.964 ACRES
EAST TRACT: 17.101 ACRES
AN ADDITION TO THE TOWN OF FLOWER MOUND
J. KNIGHT SURVEY ~ ABSTRACT NO. 692
J. TURNER SURVEY ~ ABSTRACT NO. 1251
IN THE
DENTON COUNTY, TEXAS
TARRANT COUNTY, TEXAS
SEPTEMBER 28, 2015
DEVELOPER
GREEN BRICK PARTNERS
2805 NORTH DALLAS PARKWAY, SUITE 400
PLANO, TEXAS 75093
PH: (469) 573-6762
CONTACT: JED DOLSON

SCALE: 1"=60'



PRELIMINARY WATER & SANITARY SEWER PLAN

SOUTHGATE

TOWN OF FLOWER MOUND

DENTON COUNTY & TARRANT COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.

5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

STATE REGISTRATION NUMBER: F-399

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
MSD	EA	JCR	2016-03-07	1"=100'	14032	1

PLATE NO.:

WARNING!!!
EXISTING UNDERGROUND UTILITIES FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION OR EXCAVATION

NOTE:
1. THE SUBJECT PROPERTIES LIE WITHIN THE HIGH PRESSURE PLANE ON THE TOWN OF FLOWER MOUND WATER SYSTEM; ALL WATER DISTRIBUTION LINES WITHIN THIS DEVELOPMENT SHALL BE PRESSURE CLASS 200, DR-14 PIPE.

Legend

Prop San. Sewer

Prop Manhole

Prop Clean-out

San Sewer Flow Direction

Prop Water

Prop Fire Hydrant

Exist. San. Sewer

Exist. Manhole

Exist. Clean-out

Exist. Water

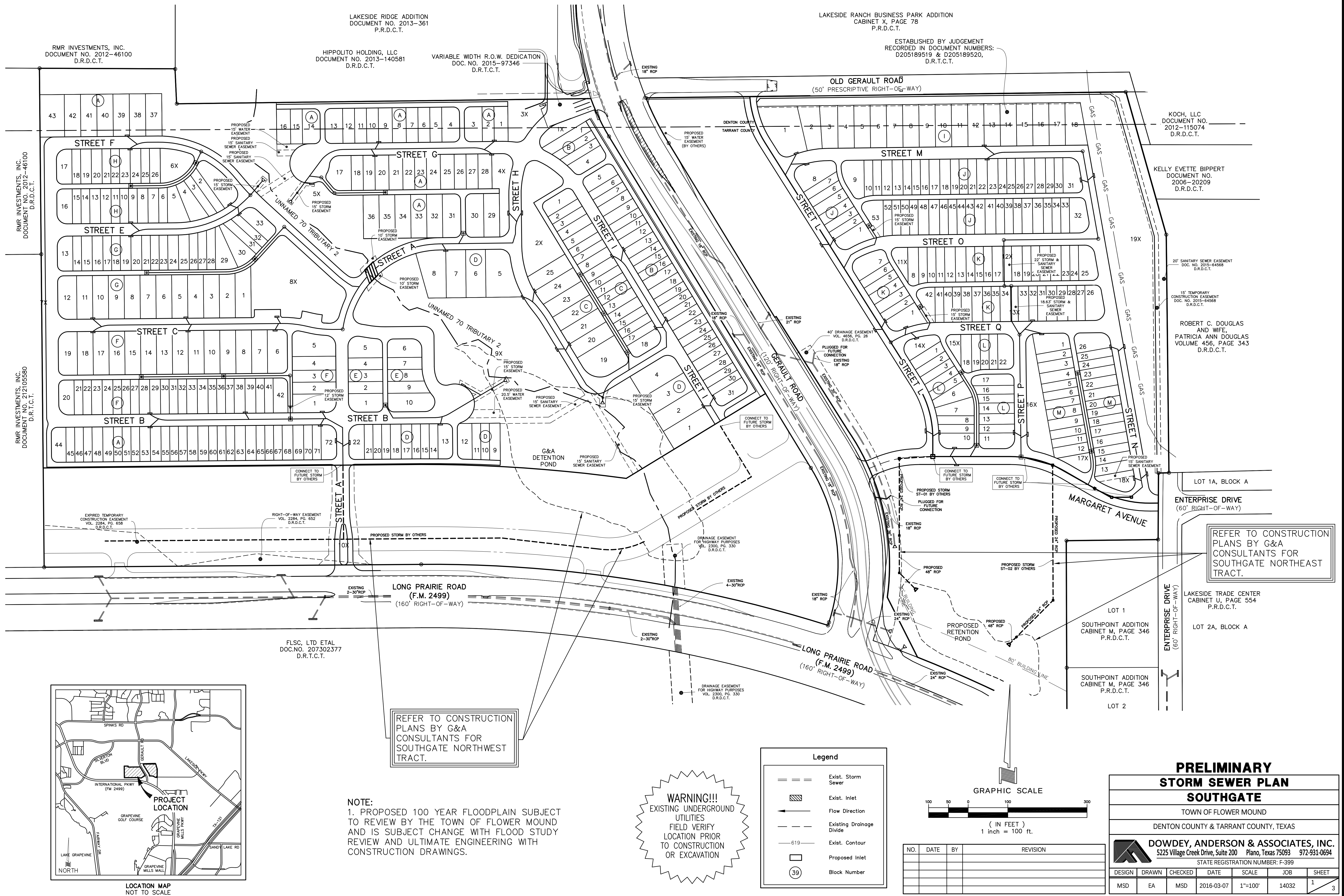
GRAPHIC SCALE

100 50 0 100 200 300

(IN FEET)

1 inch = 100 ft.

NO.	DATE	BY	REVISION



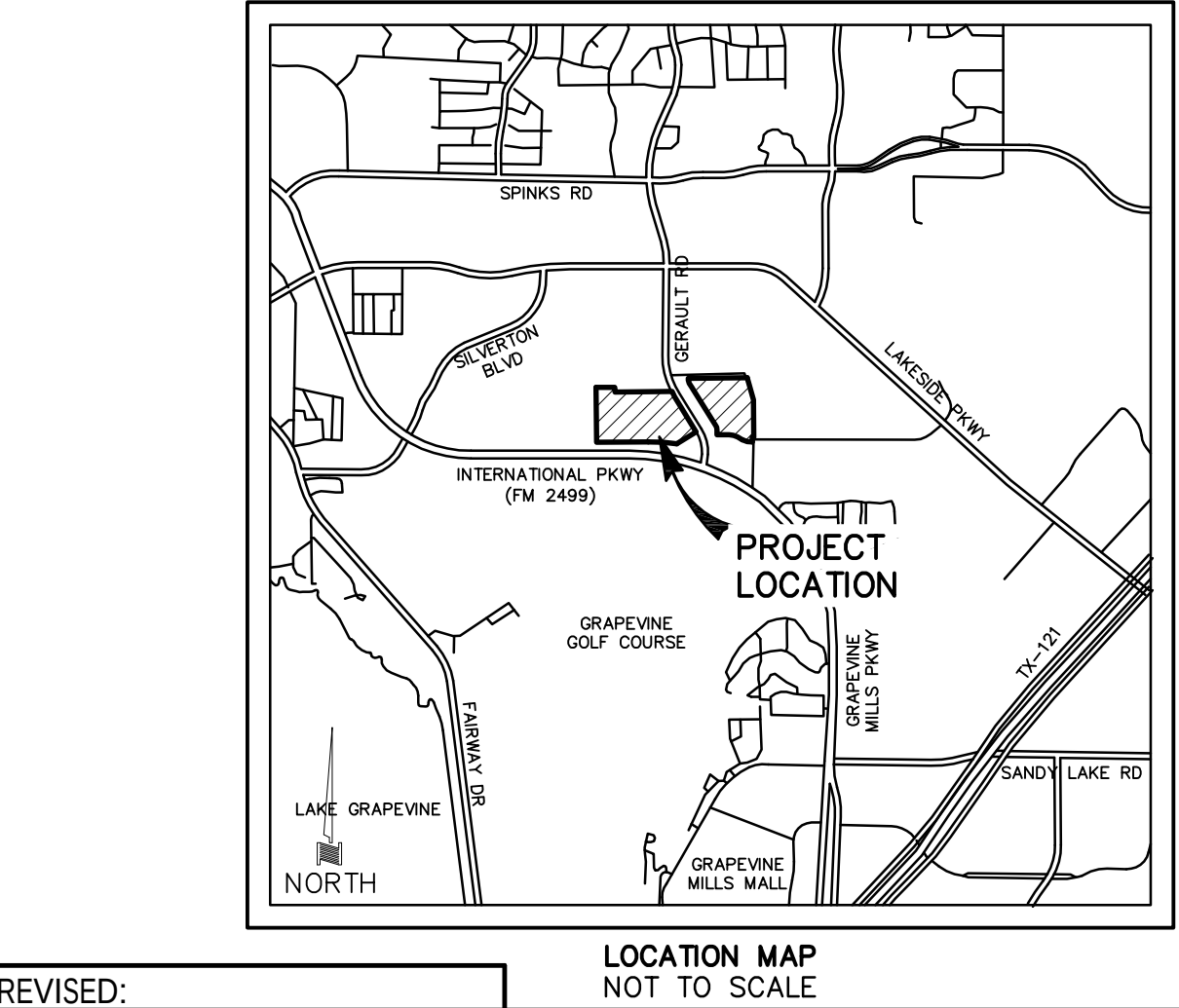
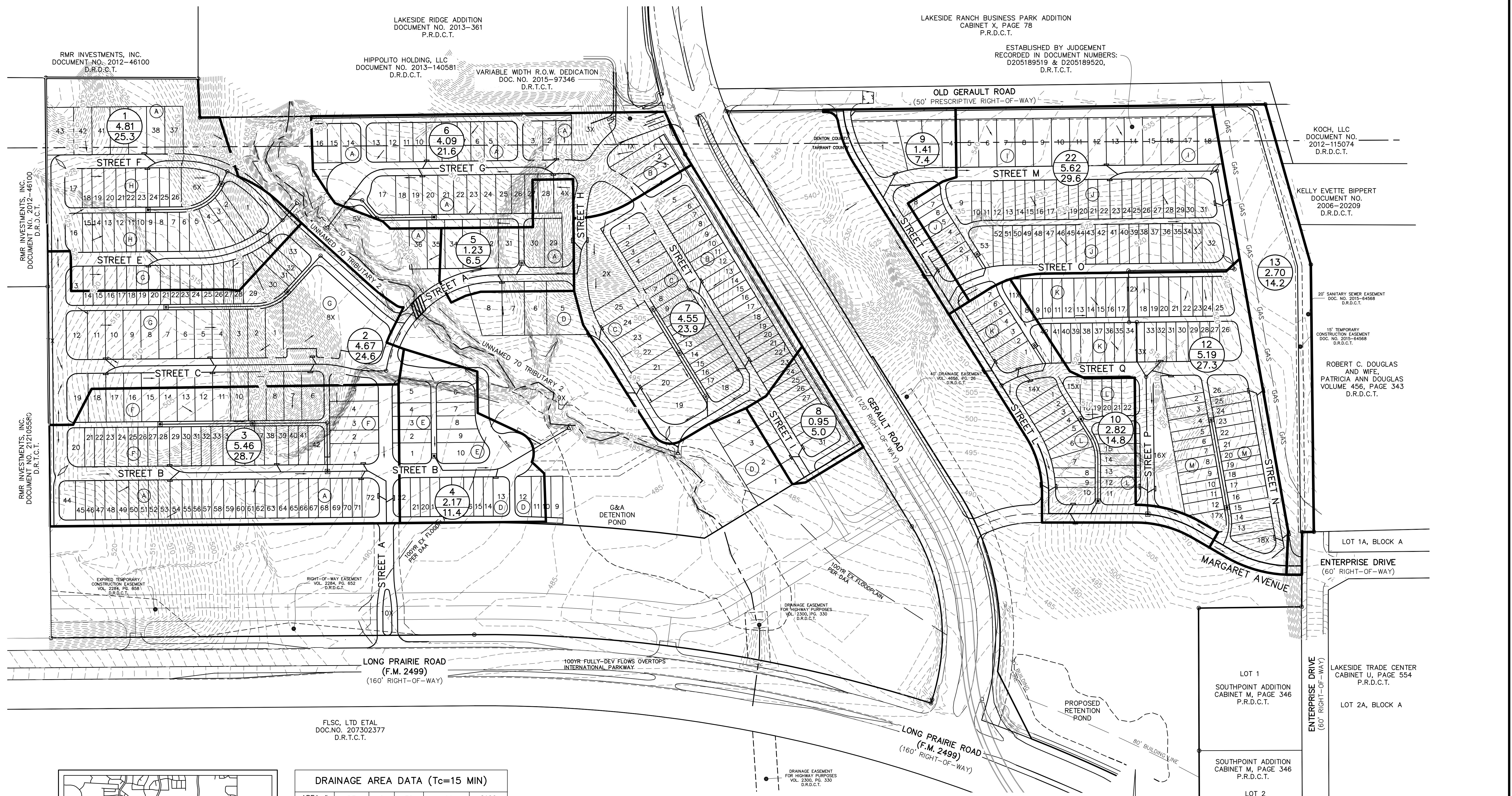
**PRELIMINARY
STORM SEWER PLAN
SOUTHGATE**

TOWN OF FLOWER MOUND
DENTON COUNTY & TARRANT COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

STATE REGISTRATION NUMBER: F-399

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
MSD	EA	MSD	2016-03-07	1"=100'	14032	1



DRAINAGE AREA DATA (Tc=15 MIN)					
AREA #	AREA	C	TC	I100	Q100
1	4.81 AC	0.700	15 MIN	7.52 IN/HR	25.3 CFS
2	4.67 AC	0.700	15 MIN	7.52 IN/HR	24.6 CFS
3	5.46 AC	0.700	15 MIN	7.52 IN/HR	28.7 CFS
4	2.17 AC	0.700	15 MIN	7.52 IN/HR	11.4 CFS
5	1.23 AC	0.700	15 MIN	7.52 IN/HR	6.5 CFS
6	4.09 AC	0.700	15 MIN	7.52 IN/HR	21.6 CFS
7	4.55 AC	0.700	15 MIN	7.52 IN/HR	23.9 CFS
8	0.95 AC	0.700	15 MIN	7.52 IN/HR	5.0 CFS
10	2.82 AC	0.700	15 MIN	7.52 IN/HR	14.8 CFS
12	5.19 AC	0.700	15 MIN	7.52 IN/HR	27.3 CFS
13	2.70 AC	0.700	15 MIN	7.52 IN/HR	14.2 CFS

WARNING!!!
EXISTING UNDERGROUND UTILITIES
FIELD VERIFY
LOCATION PRIOR
TO CONSTRUCTION
OR EXCAVATION

Legend

Flow Direction

Drainage Divide

Existing Drainage Divide

Exist. Contour

Proposed Inlet

Block Number

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

NO.	DATE	BY	REVISION

PRELIMINARY
DRAINAGE AREA MAP
SOUTHGATE

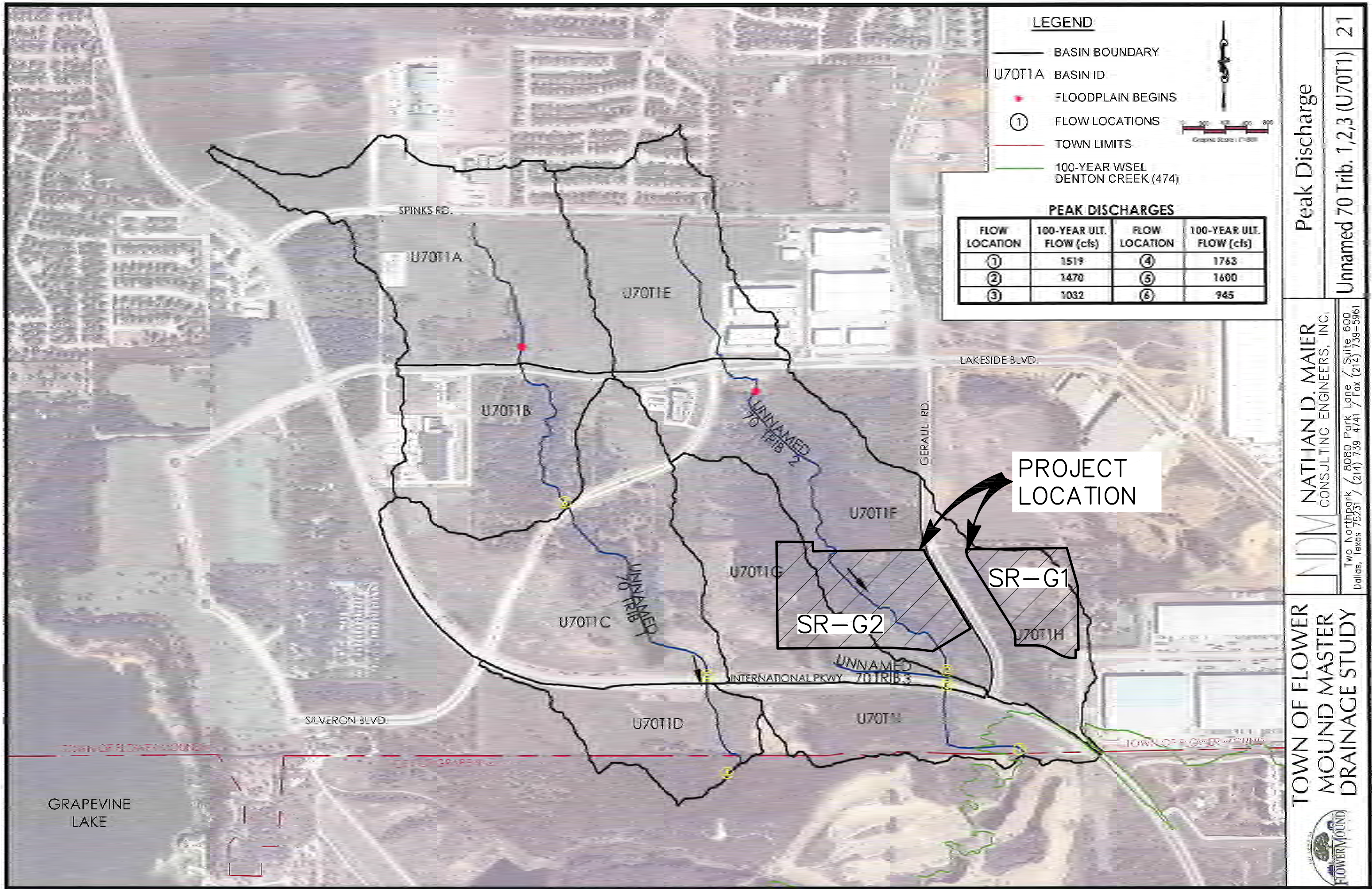
TOWN OF FLOWER MOUND

DENTON COUNTY & TARRANT COUNTY, TEXAS

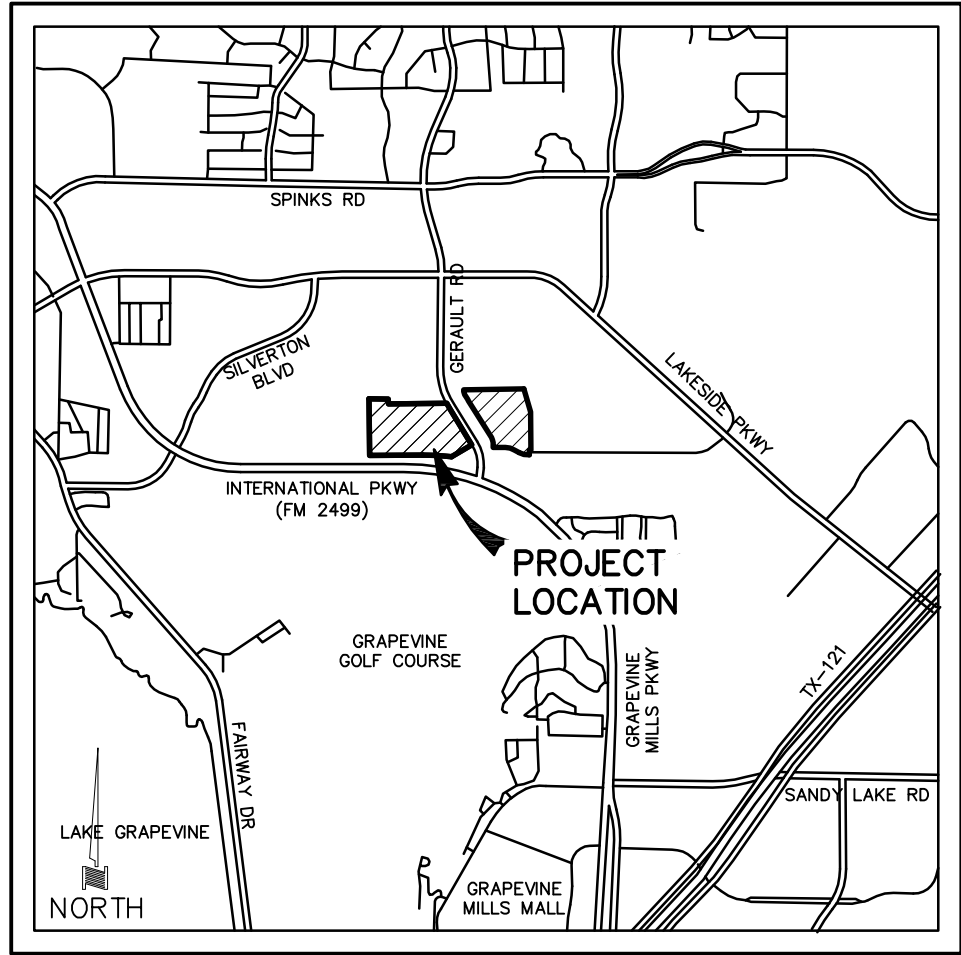
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

STATE REGISTRATION NUMBER: F-399

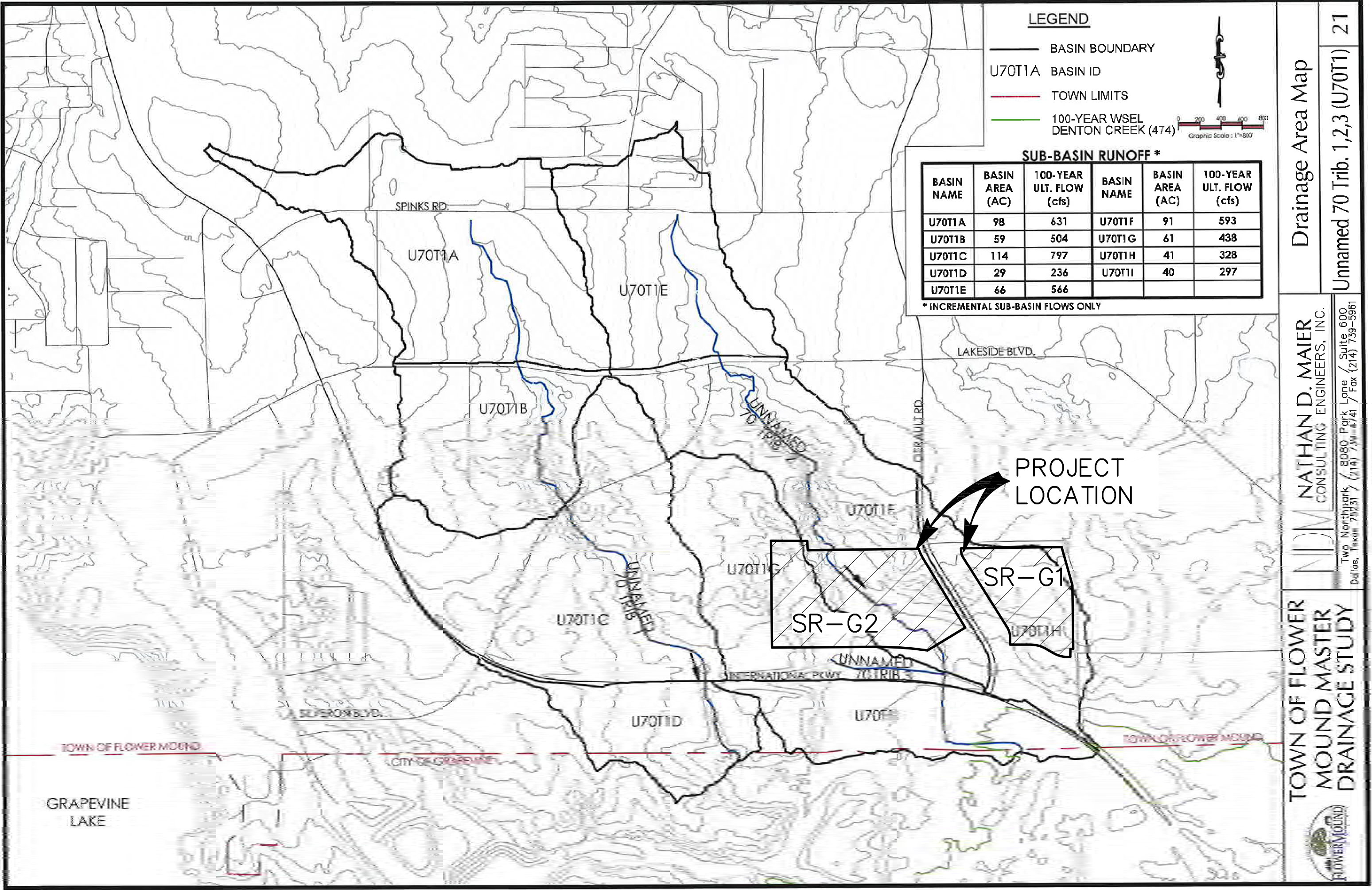
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
MSD	EA	MSD	2016-03-07	1"=100'	14032	2 / 3



NOT TO SCALE



REVISED:



NOT TO SCALE

OFFSITE DRAINAGE FROM

TOWN OF FLOWER MOUND

SOUTHGATE

TOWN OF FLOWER MOUND

DENTON COUNTY & TARRANT COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.

5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

STATE REGISTRATION NUMBER: F-399

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
MSD	EA	MSD	216-03-07	1"=100'	14032	3

NO.	DATE	BY	REVISION

PLATE NO.:

P:\Project C3D1\40321\4032-PRE DAM.dwg, Layout1 (2), 3/7/2016 10:51:07 AM, esalvarez, Dowdey, Anderson & Associates, Inc., EA

RMR INVESTMENTS, INC.
DOCUMENT NO. 2012-46100
D.R.D.C.T.

LAKEVIEW RIDGE ADDITION
DOCUMENT NO. 2013-361
P.R.D.C.T.

HIPOLITO HOLDING, LLC
DOCUMENT NO. 2013-140581
D.R.D.C.T.

LAKEVIEW RANCH BUSINESS PARK ADDITION
CABINET X, PAGE 78
P.R.D.C.T.

VARIABLE WIDTH R.O.W. DEDICATION
DOC. NO. 2015-97346
D.R.T.C.T.

OLD GERAULT ROAD
(50' RIGHT-OF-WAY)

KOCH, LLC
DOCUMENT NO. 2012-115074
D.R.D.C.T.

KELLY EVETTE BIPPETT
DOCUMENT NO. 2006-20209
D.R.D.C.T.

LAKEVIEW RANCH BUSINESS PARK ADDITION
CABINET X, PAGE 78
P.R.D.C.T.

ROBERT C. DOUGLAS
AND WIFE, PATRICIA ANN DOUGLAS
VOLUME 456, PAGE 343
D.R.D.C.T.

LOT 1A, BLOCK A

ENTERPRISE DRIVE
(60' RIGHT-OF-WAY)

LAKEVIEW TRADE CENTER
CABINET U, PAGE 554
P.R.D.C.T.

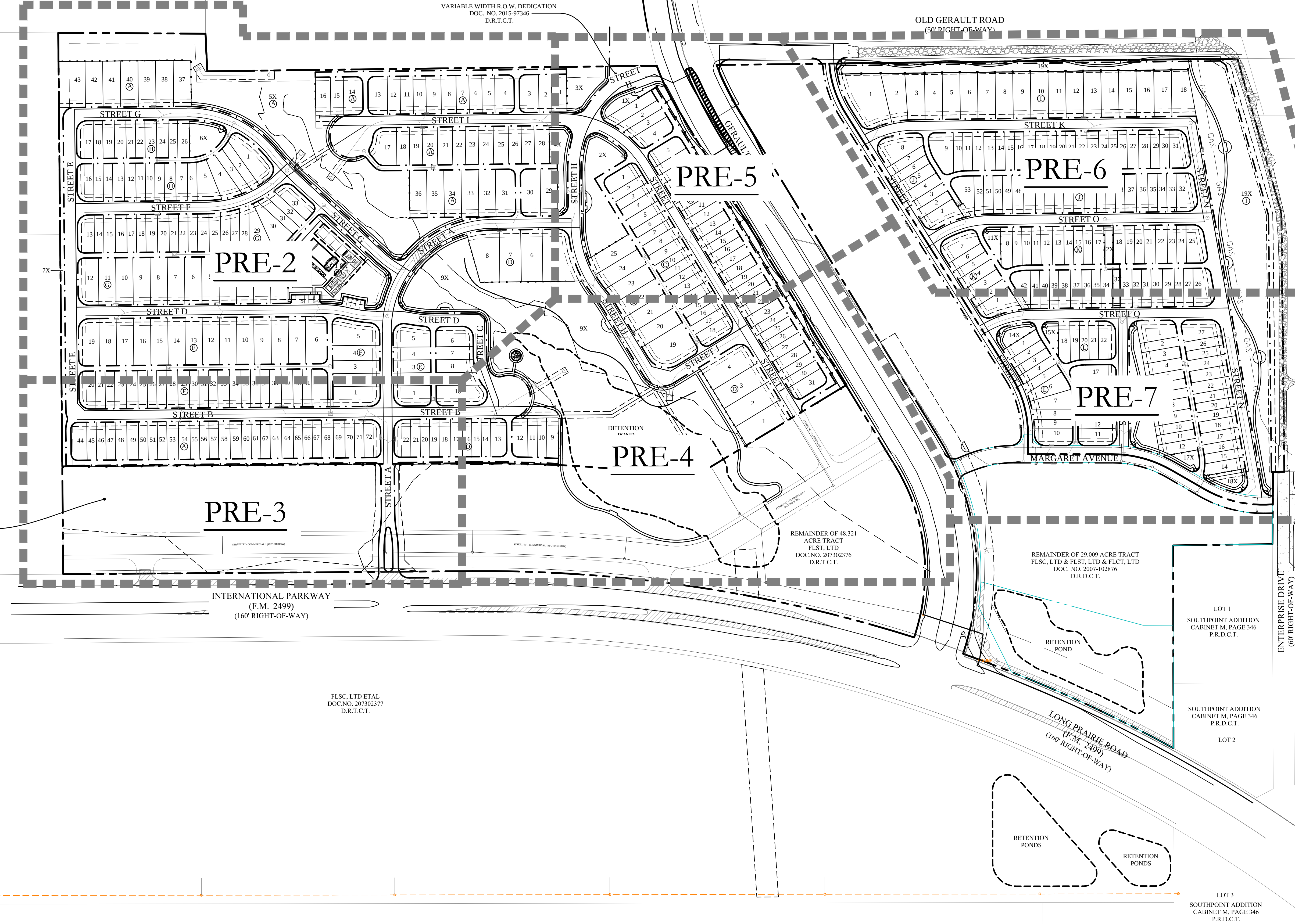
LOT 2A, BLOCK A

LOT 1
SOUTHPOINT ADDITION
CABINET M, PAGE 346
P.R.D.C.T.

SOUTHPOINT ADDITION
CABINET M, PAGE 346
P.R.D.C.T.

LOT 2

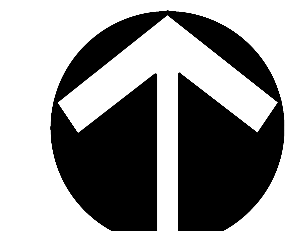
LOT 3
SOUTHPOINT ADDITION
CABINET M, PAGE 346
P.R.D.C.T.



CODY JOHNSON
s.t.u.d.i.o



March 2, 2016



Scale: 1" = 120'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

PRELIMINARY LANDSCAPE PLANS

Overall Layout Plan

Southgate

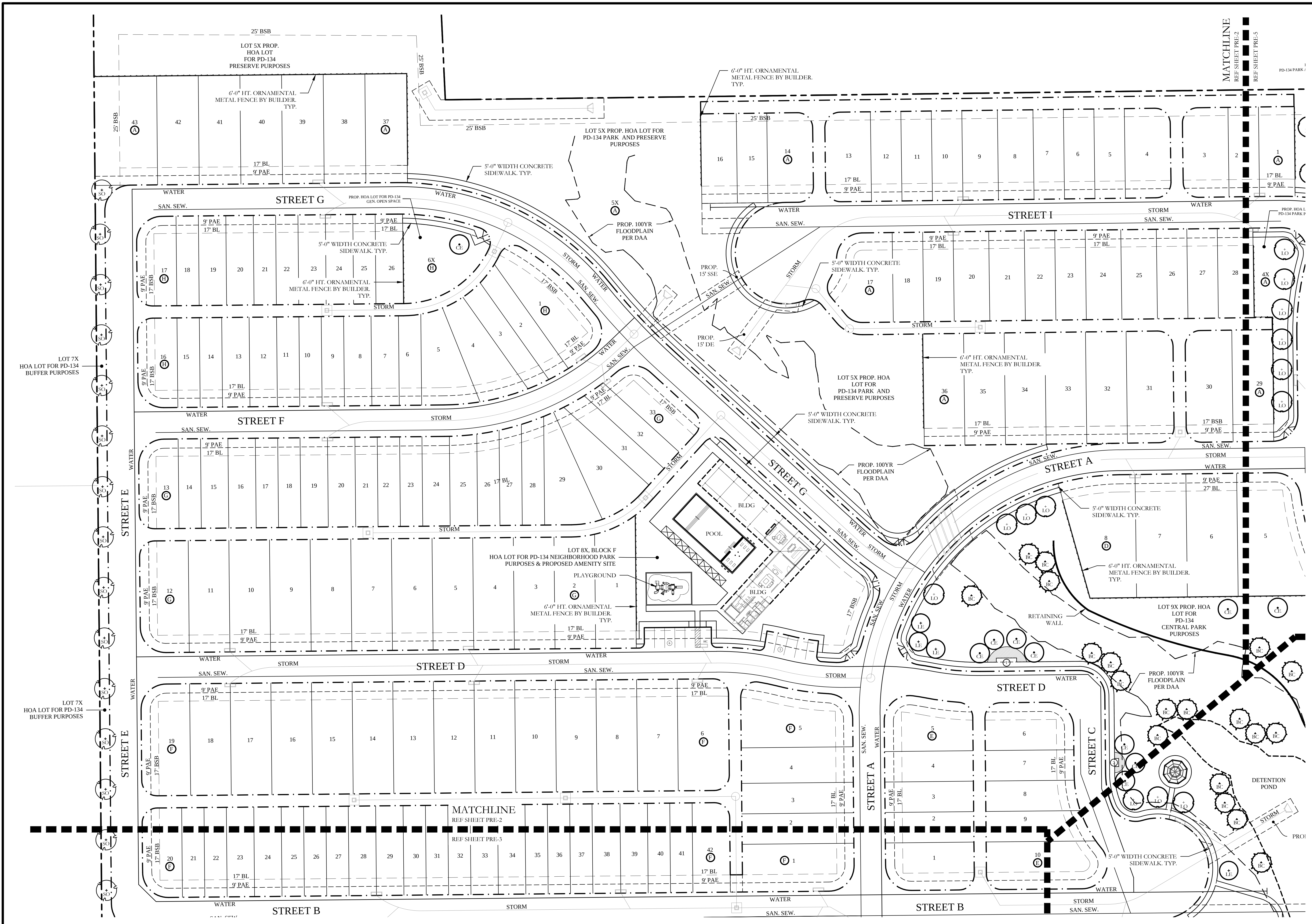
Town of Flower Mound, Texas

CJS PROJECT NO.

GBP002

SHEET NO.

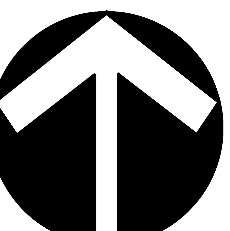
PRE-1



CODY JOHNSON
s.t.u.d.i.o



March 2, 2016



Scale: 1" = 40'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

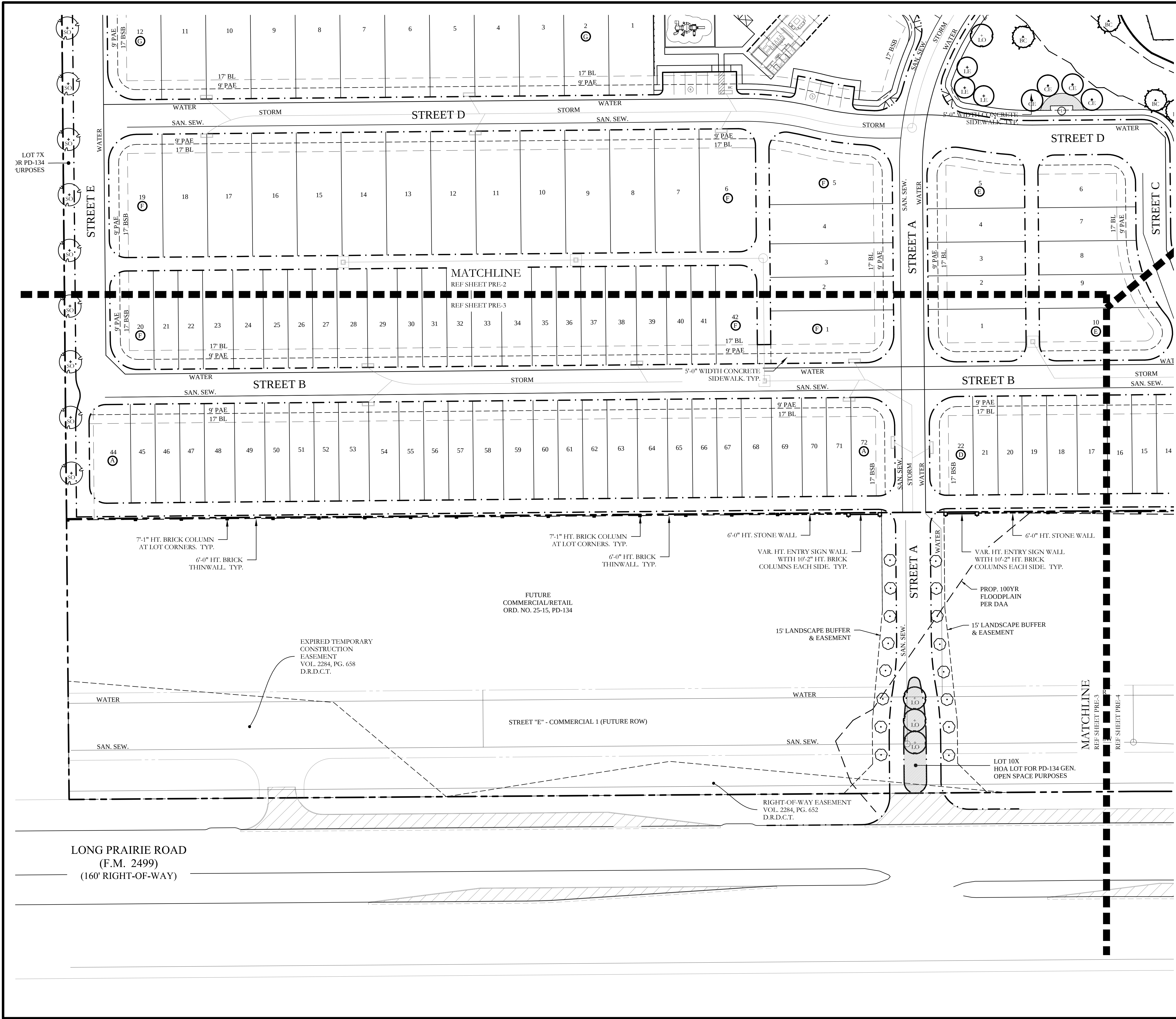
PRELIMINARY LANDSCAPE PLANS

Preliminary Landscape Plans

Southgate

Town of Flower Mound, Texas

CJS PROJECT NO.
GBP002
SHEET NO.
PRE-2



PLANT LEGEND					
SYMBOL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
	LO	LIVE OAK	QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN
	SO	SHUMARD OAK	QUERCUS SHUMARDII	3" CALIPER	AS SHOWN
	LE	LACEBARK ELM	ULMUS PARVIFOLIA	3" CALIPER	AS SHOWN
	CE	CEDAR ELM	ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN
	CP	CHINESE PISTACHE	PISTACIA CHINENSIS	3" CALIPER	AS SHOWN
	BC	BALD CYPRESS	TAXODIUM DISTICHUM	3" CALIPER	AS SHOWN
		LITTLE GEM MAGNOLIA	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	2" CALIPER	AS SHOWN
		SHRUB AND GROUND-COVER BED	SPECIES T.B.D.	T.B.D.	AS SHOWN

ALL DISTURBED AREAS WITHIN OPEN SPACE LOTS AND LANDSCAPE BUFFERS SHALL RECEIVE SOLID SOD AND/OR HYDROMULCH COMMON BERMUDA GRASS, NATIVE SUN TURF, BUFFALO GRASS OR ANY COMBINATION THEREOF.

ALL OPEN SPACE LOTS AND LANDSCAPE AREAS SHALL BE IRRIGATED WITH A PERMANENT IRRIGATION SYSTEM INSTALLED PRIOR TO PLANTING.

ALL CONCRETE SIDEWALKS LOCATED WITHIN OPEN SPACE LOTS AND LANDSCAPE BUFFERS SHALL BE 5'-0" WIDITH.

A MINIMUM OF 100 SQUARE FEET OF ANNUAL COLOR SHALL BE PLANTING WITHIN THE SHRUB AND GROUND-COVER BEDS ALONG OPEN SPACE LOT 20X.

A MINIMUM OF 200 SQUARE FEET OF ANNUAL COLOR SHALL BE PLANTING WITHIN THE SHRUB AND GROUND-COVER BEDS ALONG OPEN SPACE LOT 11X.

HARDSCAPE LEGEND	
	10'-2" HT. BRICK COLUMN.
	VARIABLE HT. ENTRY SIGN WALL.
	VARIABLE HT. ENTRY SIGN BLADE.
	6'-0" HT. STONE WALL.
	9'-1" OR 7'-1" HT. BRICK COLUMN.
	8'-0" OR 6'-0" HT. BRICK THINWALL.
	6'-0" HT. ORNAMENTAL METAL FENCE BY BUILDER.
	INCREASED SIDEWALK WIDTH TO PLACE (2) BENCHES AND (1) TRASH RECEPTACLE.
	INCREASED SIDEWALK WIDTH TO PLACE (1) DRINKING FOUNTAIN.

CODY JOHNSON
s . t . u . d . i . o

1217 CHATTAHOOCHEE DR. FRESNO, TEXAS 75605
PH: (936) 570-0162
EMAIL: CODY@CODYJOHNSONSTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT
CODY L. JOHNSON
2013
March 2, 2016

NORTH

Scale: 1" = 40'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.
One Inch

PRELIMINARY LANDSCAPE PLANS

Preliminary Landscape Plans

Southgate

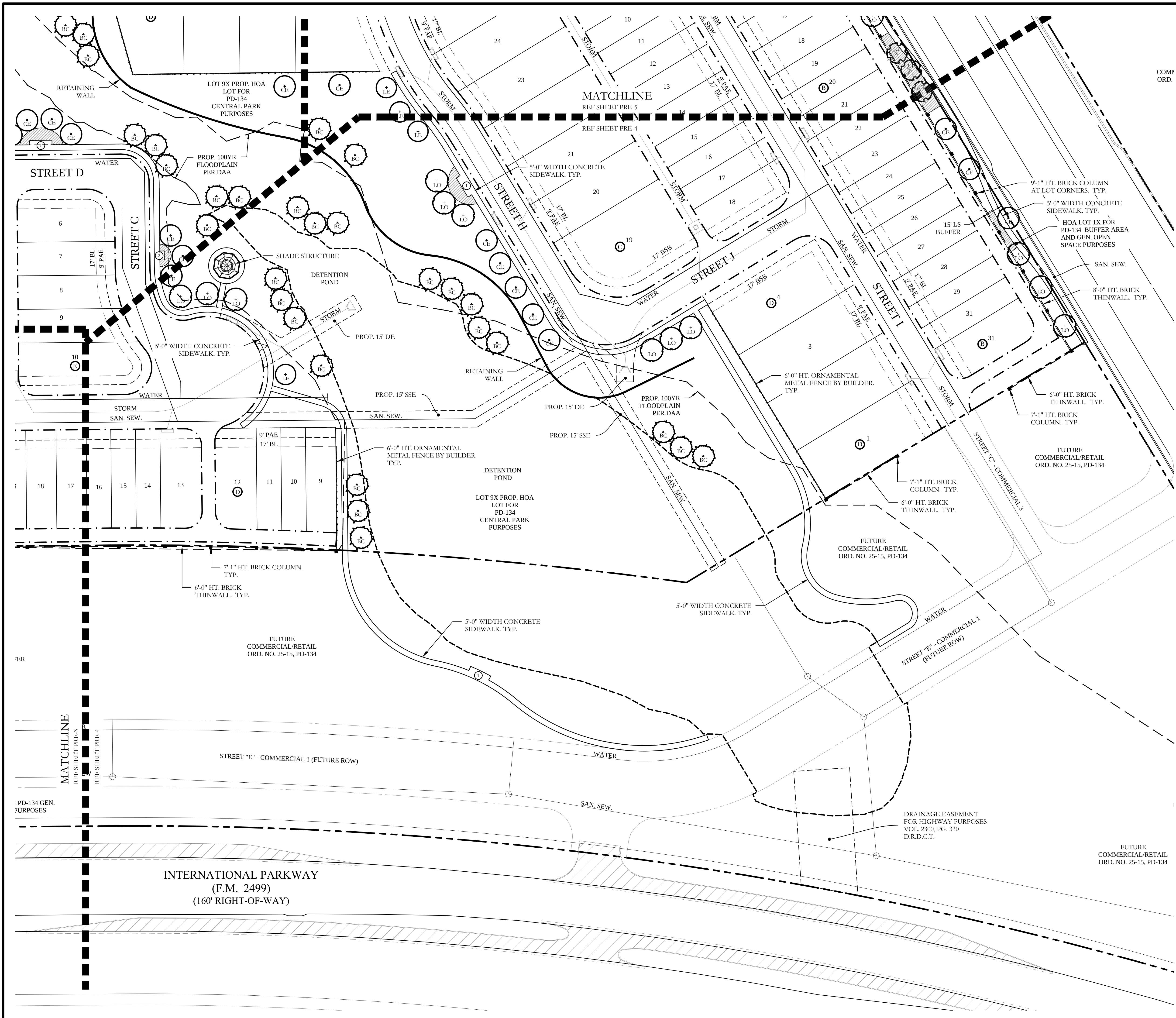
Town of Flower Mound, Texas

CJS PROJECT NO.

GBP002

SHEET NO.

PRE-3



PLANT LEGEND					
SYMBOL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
	LO	LIVE OAK	QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN
	SO	SHUMARD OAK	QUERCUS SHUMARDII	3" CALIPER	AS SHOWN
	LE	LACEBARK ELM	ULMUS PARVIFOLIA	3" CALIPER	AS SHOWN
	CE	CEDAR ELM	ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN
	CP	CHINESE PISTACHE	PISTACIA CHINENSIS	3" CALIPER	AS SHOWN
	BC	BALD CYPRESS	TAXODIUM DISTICHUM	3" CALIPER	AS SHOWN
		LITTLE GEM MAGNOLIA	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	2" CALIPER	AS SHOWN
		SHRUB AND GROUND-COVER BED	SPECIES T.B.D.	T.B.D.	AS SHOWN

ALL DISTURBED AREAS WITHIN OPEN SPACE LOTS AND LANDSCAPE BUFFERS SHALL RECEIVE SOLID SOD AND/OR HYDROMULCH COMMON BERMUDA GRASS, NATIVE SUN TURF, BUFFALO GRASS OR ANY COMBINATION THEREOF.

ALL OPEN SPACE LOTS AND LANDSCAPE AREAS SHALL BE IRRIGATED WITH A PERMANENT IRRIGATION SYSTEM INSTALLED PRIOR TO PLANTING.

ALL CONCRETE SIDEWALKS LOCATED WITHIN OPEN SPACE LOTS AND LANDSCAPE BUFFERS SHALL BE 5'-0" WIDE.

A MINIMUM OF 100 SQUARE FEET OF ANNUAL COLOR SHALL BE PLANTING WITHIN THE SHRUB AND GROUND-COVER BEDS ALONG OPEN SPACE LOT 20X.

A MINIMUM OF 200 SQUARE FEET OF ANNUAL COLOR SHALL BE PLANTING WITHIN THE SHRUB AND GROUND-COVER BEDS ALONG OPEN SPACE LOT 11X.

HARDSCAPE LEGEND	
	10'-2" HT. BRICK COLUMN.
	VARIABLE HT. ENTRY SIGN WALL.
	VARIABLE HT. ENTRY SIGN BLADE.
	6'-0" HT. STONE WALL.
	9'-1" OR 7'-1" HT. BRICK COLUMN.
	8'-0" OR 6'-0" HT. BRICK THINWALL.
	6'-0" HT. ORNAMENTAL METAL FENCE BY BUILDER.
	INCREASED SIDEWALK WIDTH TO PLACE (2) BENCHES AND (1) TRASH RECEPTACLE.
	INCREASED SIDEWALK WIDTH TO PLACE (1) DRINKING FOUNTAIN.

CODY JOHNSON
s . t . u . d . i . o

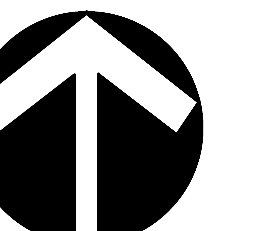
PRELIMINARY LANDSCAPE PLANS
Preliminary Landscape Plans
Southgate
Town of Flower Mound, Texas

CJS PROJECT NO.
GBP002

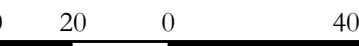
SHEET NO.
PRE-4



March 2, 2016



NORTH



Scale: 1" = 40'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

PRELIMINARY LANDSCAPE PLANS

Preliminary Landscape Plans

Southgate

Town of Flower Mound, Texas

PLANT LEGEND					
SYMBOL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
	LO	LIVE OAK	QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN
	SO	SHUMARD OAK	QUERCUS SHUMARDII	3" CALIPER	AS SHOWN
	LE	LACEBARK ELM	ULMUS PARVIFOLIA	3" CALIPER	AS SHOWN
	CE	CEDAR ELM	ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN
	CP	CHINESE PISTACHE	PISTACIA CHINENSIS	3" CALIPER	AS SHOWN
	BC	BALD CYPRESS	TAXODIUM DISTICHUM	3" CALIPER	AS SHOWN
		LITTLE GEM MAGNOLIA	MAGNOLIA GRANDIFLORA LITTLE GEM	2" CALIPER	AS SHOWN
		SHRUB AND GROUND-COVER BED	SPECIES T.B.D.	T.B.D.	AS SHOWN

ALL DISTURBED AREAS WITHIN OPEN SPACE LOTS AND LANDSCAPE BUFFERS SHALL RECEIVE SOLID SOD AND/OR HYDROMULCH COMMON BERMUDA GRASS, NATIVE SUNTURE, BUFFALO GRASS OR ANY COMBINATION THEROF.

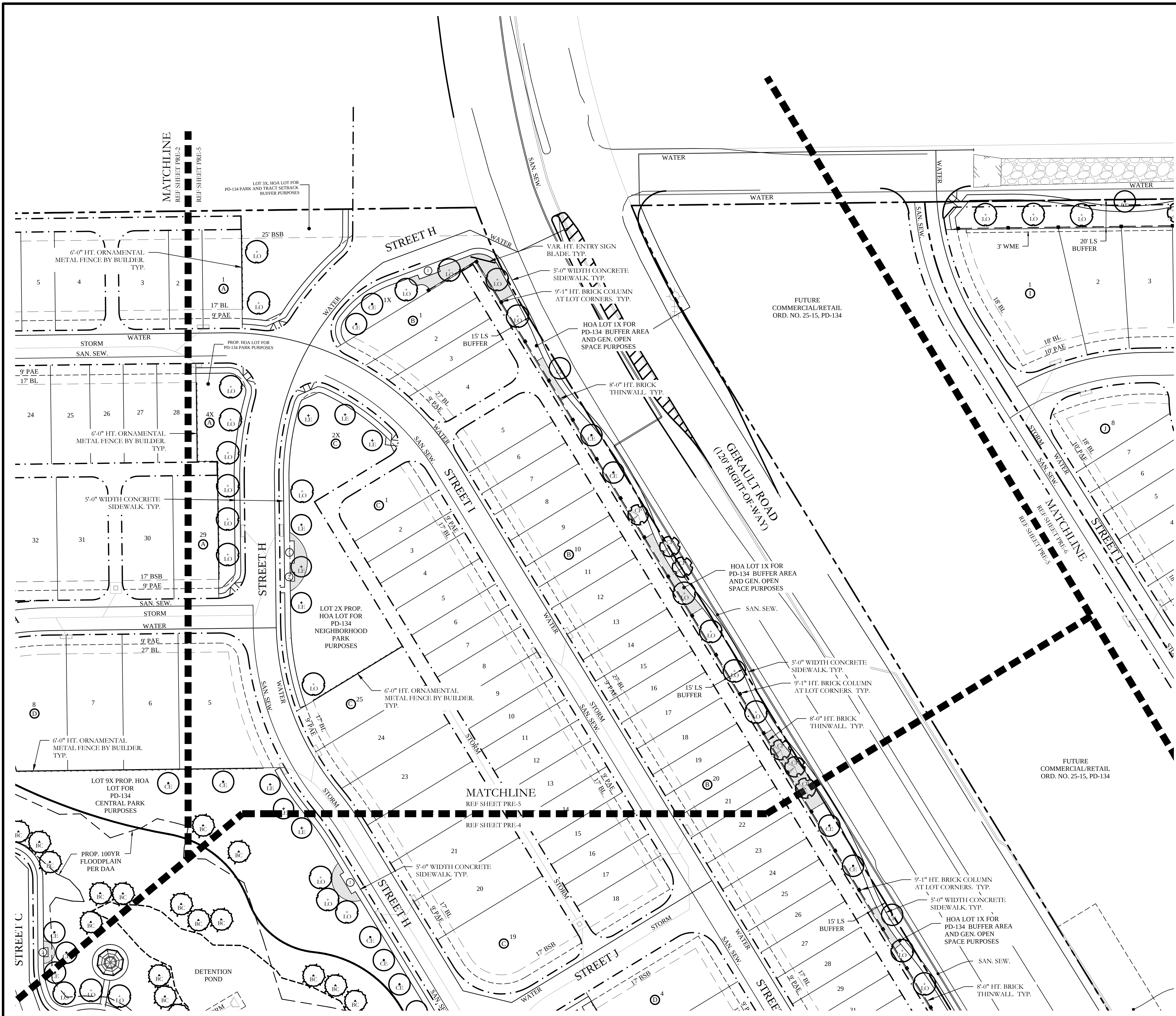
ALL OPEN SPACE LOTS AND LANDSCAPE AREAS SHALL BE IRRIGATED WITH A PERMANENT IRRIGATION SYSTEM INSTALLED PRIOR TO PLANTING.

ALL CONCRETE SIDEWALKS LOCATED WITHIN OPEN SPACE
LOTS AND LANDSCAPE BUFFERS SHALL BE 5'-0" WIDTH.

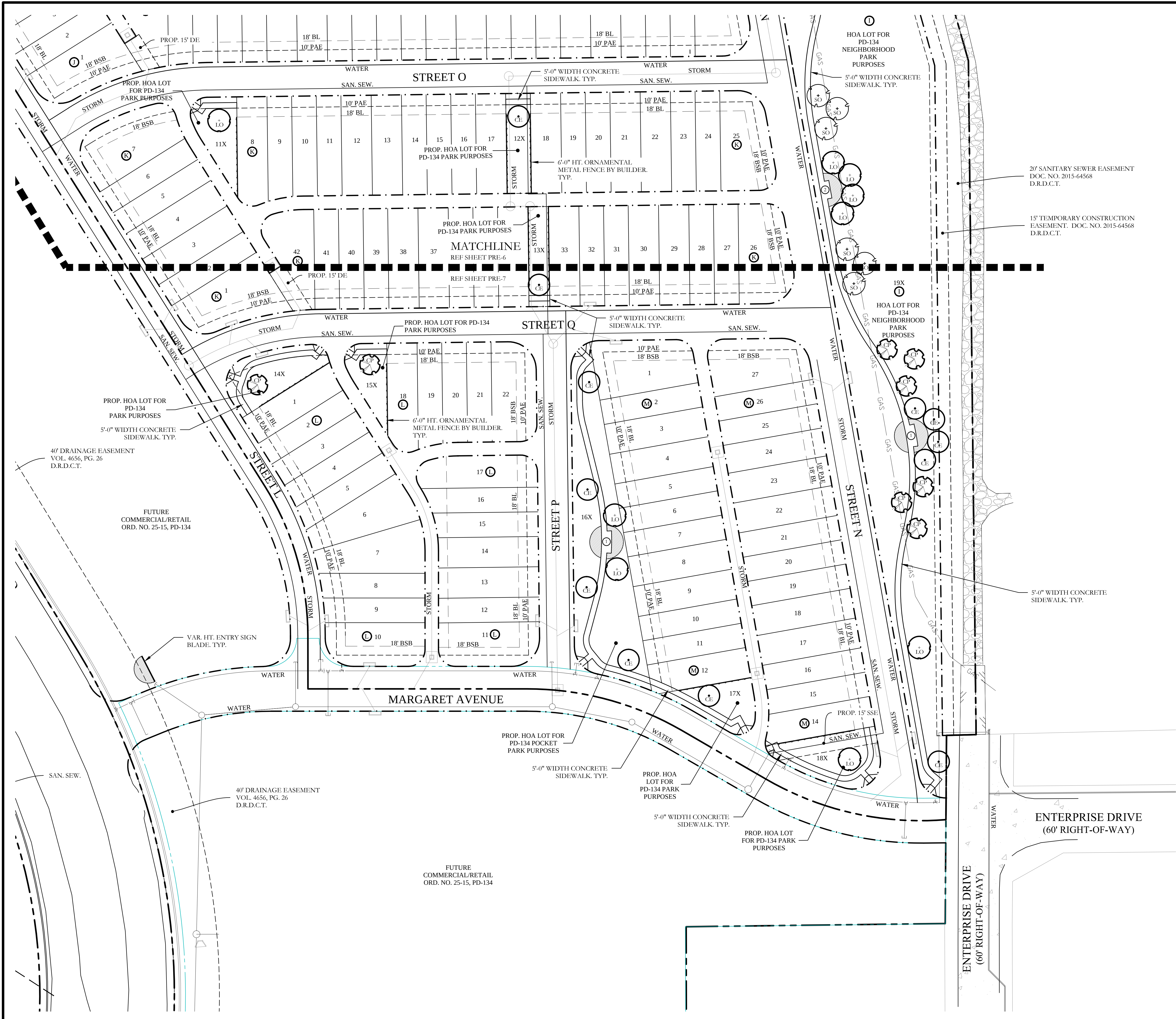
A MINIMUM OF 200 SQUARE FEET OF ANNUAL COLOR SHALL BE PLANTING WITHIN THE SHRUB AND GROUND-COVER BEDS ALONG OPEN SPACE LOT 11X.

HARDSCAPE LEGEND

- | | |
|---|---|
|  | 10'-2" HT. BRICK COLUMN. |
|  | VARIABLE HT. ENTRY SIGN WALL. |
|  | VARIABLE HT. ENTRY SIGN BLADE. |
|  | 6'-0" HT. STONE WALL. |
|  | 9'-1" OR 7'-1" HT. BRICK COLUMN. |
|  | 8'-0" OR 6'-0" HT. BRICK THINWALL. |
|  | 6'-0" HT. ORNAMENTAL METAL FENCE BY BUILDER. |
|  | INCREASED SIDEWALK WIDTH TO PLACE (2) BENCHES AND (1) TRASH RECEPTACLE. |
|  | INCREASED SIDEWALK WIDTH TO PLACE (1) DRINKING FOUNTAIN. |



PRE-6



PLANT LEGEND					
SYMBOL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
	LO	LIVE OAK	QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN
	SO	SHUMARD OAK	QUERCUS SHUMARDII	3" CALIPER	AS SHOWN
	LE	LACEBARK ELM	ULMUS PARVIFOLIA	3" CALIPER	AS SHOWN
	CE	CEDAR ELM	ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN
	CP	CHINESE PISTACHE	PISTACIA CHINENSIS	3" CALIPER	AS SHOWN
	BC	BALD CYPRESS	TAXODIUM DISTICHUM	3" CALIPER	AS SHOWN
		LITTLE GEM MAGNOLIA	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	2" CALIPER	AS SHOWN
		SHRUB AND GROUND-COVER BED	SPECIES T.B.D.	T.B.D.	AS SHOWN

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A MINIMUM OF 200 SQUARE FEET OF ANNUAL COLOR SHALL BE PLANTING WITHIN THE SHRUB AND GROUND-COVER BEDS ALONG OPEN SPACE LOT 11X.

HARDSCAPE LEGEND	
	10'-2" HT. BRICK COLUMN.
	VARIABLE HT. ENTRY SIGN WALL.
	VARIABLE HT. ENTRY SIGN BLADE.
	6'-0" HT. STONE WALL.
	9'-1" OR 7'-1" HT. BRICK COLUMN.
	8'-0" OR 6'-0" HT. BRICK THINWALL.
	6'-0" HT. ORNAMENTAL METAL FENCE BY BUILDER.
	INCREASED SIDEWALK WIDTH TO PLACE (2) BENCHES AND (1) TRASH RECEPTACLE.
	INCREASED SIDEWALK WIDTH TO PLACE (1) DRINKING FOUNTAIN.

CODY JOHNSON
s.t.u.d.i.o

12117 CHANTANCOCA DR. FRESNO, TEXAS 75605
PH: (936) 570-0162
EMAIL: CODY@CODYJOHNSONSTUDIO.COM

NORTH

40 20 0 40

Scale: 1" = 40'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

PRELIMINARY LANDSCAPE PLANS

Preliminary Landscape Plans

Southgate

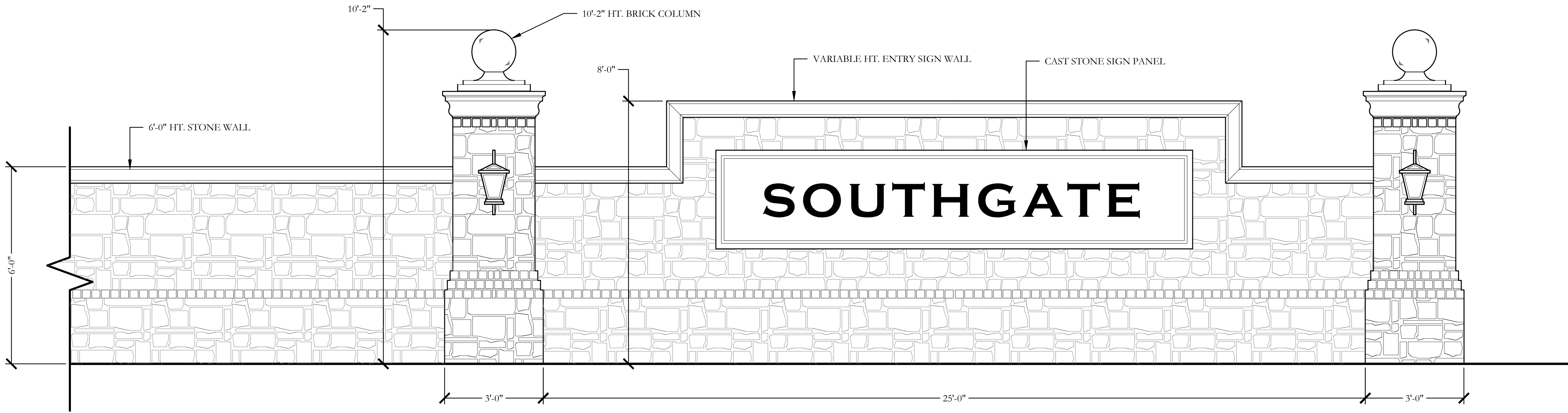
Town of Flower Mound, Texas

CJS PROJECT NO.

GBP002

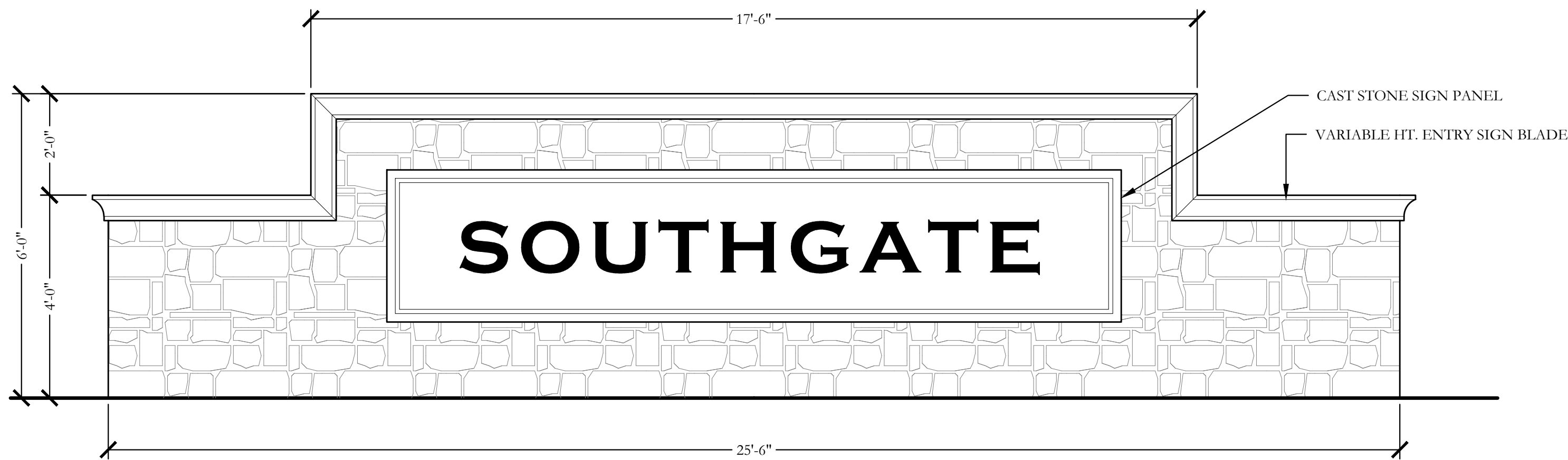
SHEET NO.

PRE-7



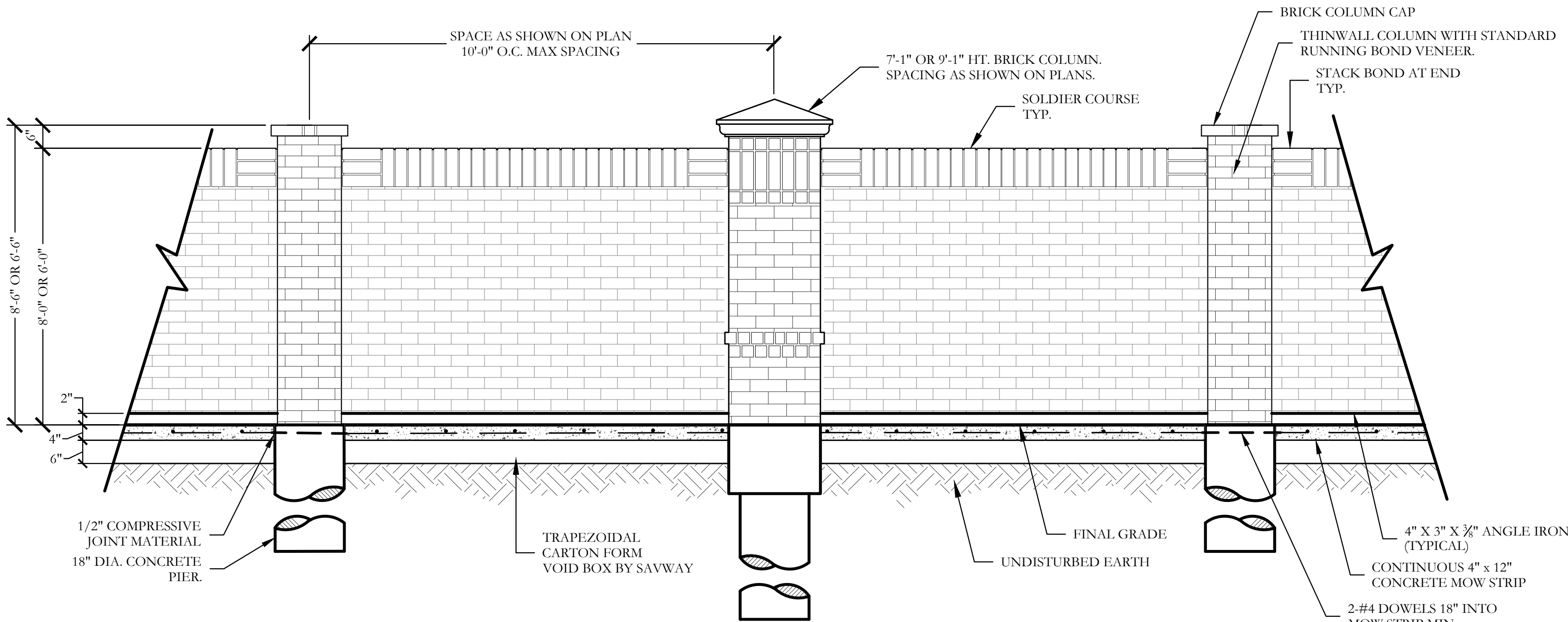
1 ENTRY SIGN WALL AND PARTIAL STONE WALL
ELEVATION

SCALE: 1/2"=1'-0"

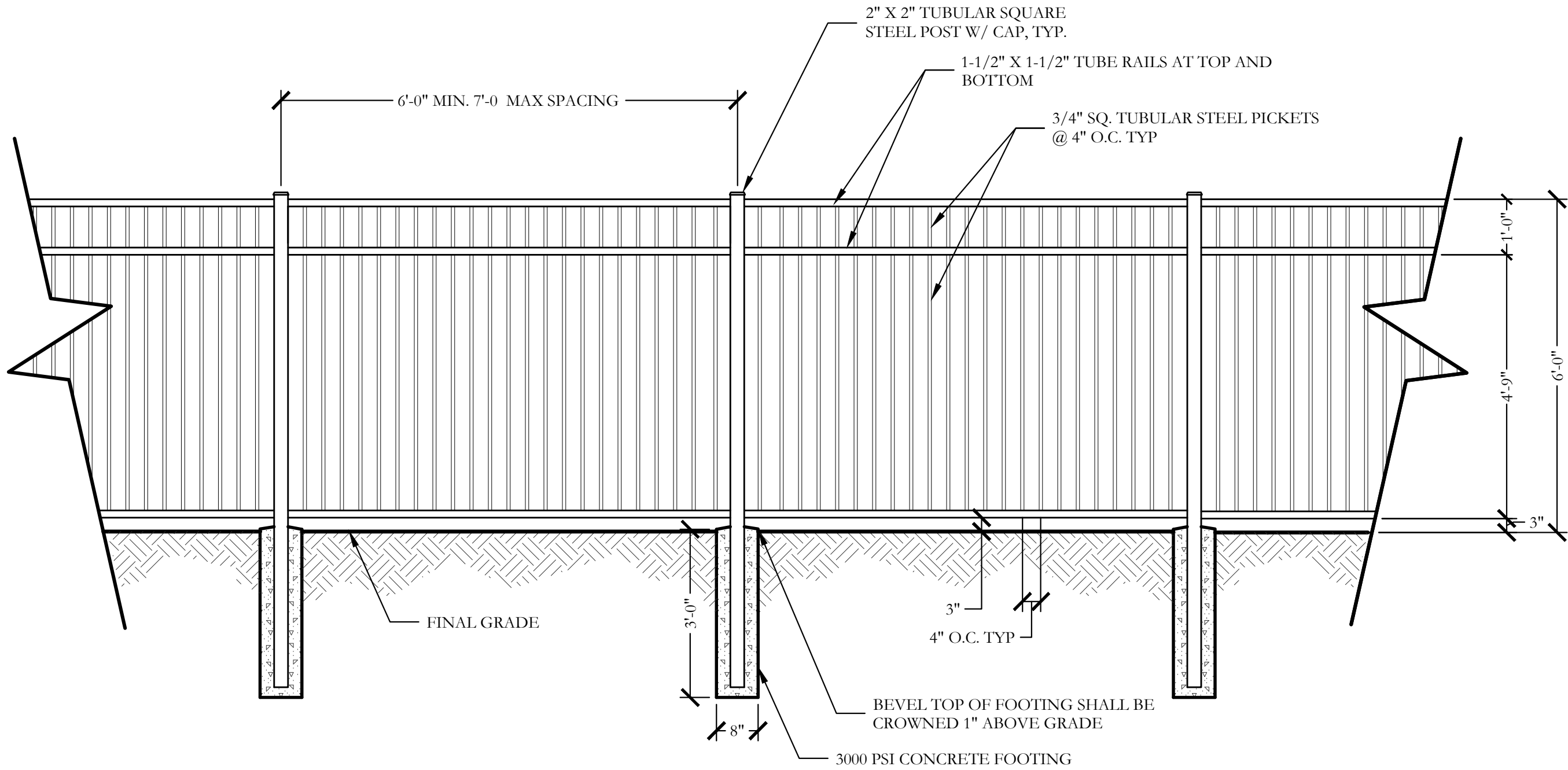


2 VARIABLE HT. ENTRY SIGN BLADE
ELEVATION

SCALE: 1/2"=1'-0"



1 PARTIAL BRICK THINWALL WITH BRICK COLUMN ELEVATION SCALE: 1/2" = 1'-0"



2 6'-0" HT. ORNAMENTAL METAL FENCE BY BUILDER ELEVATION SCALE: 1/2"=1'-0"

LANDSCAPE PROVIDED

STREET TREES (GERAULT ROAD)
REQUIRED:
1 - 3" CALIPER TREE PER 40 LF OF NON RESIDENTIAL TO RESIDENTIAL SCREENING.
820 LINEAR FEET / 40 = 21 - 3" CALIPER TREES REQUIRED

PROVIDED:
21 - 3" CALIPER TREES

STREET TREES (OLD GERAULT ROAD)
REQUIRED:
1 - 3" CALIPER TREE PER 40 LF OF NON RESIDENTIAL TO RESIDENTIAL SCREENING.
806 LINEAR FEET / 30 = 21 - 3" CALIPER TREES REQUIRED

PROVIDED:
21 - 3" CALIPER TREES

STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 40 L.F.	GERAULT ROAD = 820 L.F.	21 - 3" CAL. TREES	21 - 3" CAL. TREES
1 PER 40 L.F.	OLD GERAULT ROAD = 806 L.F.	21 - 3" CAL. TREES	21 - 3" CAL. TREES

HOA LOT LANDSCAPE PROVIDED TABLE						
LOT	BLOCK	AREA (SF)	AREA (AC)	TYPE	TREES REQUIRED	TREES PROVIDED
1X	B	20650	0.47	POCKET PARK AND LANDSCAPE BUFFER	4	4
2X	C	20054	0.46	NEIGHBORHOOD PARK	5	5
3X	A	10931	0.25	POCKET PARK	2	2
4X	A	6984	0.16	LINEAR PARK	6	6
5X	A	109959	2.52	PRESERVE AND OPEN SPACE	0	0
6X	H	5670	0.13	GENERAL OPEN SPACE	1	4
7X	A	9791	0.22	BUFFER AND GENERAL OPEN SPACE	15	15
8X	G	36398	0.84	AMENITY CENTER AND PARK OPEN SPACE	0	0
9X	D	184605	4.24	CENTRAL PARK AND PRESERVE	64	64
10X	A	1810	0.04	GENERAL OPEN SPACE AND ENTRY MEDIAN	1	3

HOA LOT LANDSCAPE PROVIDED TABLE						
LOT	BLOCK	AREA (SF)	AREA (AC)	TYPE	TREES REQUIRED	TREES PROVIDED
11X	K	2281	0.05	GENERAL OPEN SPACE	1	1
12X	K	1963	0.05	GENERAL OPEN SPACE	1	1
13X	K	1662	0.04	GENERAL OPEN SPACE	1	1
14X	L	3343	0.08	GENERAL OPEN SPACE	1	1
15X	L	1916	0.04	GENERAL OPEN SPACE	1	1
16X	M	12342	0.28	POCKET PARK	3	6
17X	M	2433	0.06	GENERAL OPEN SPACE	1	1
18X	M	3654	0.08	GENERAL OPEN SPACE	1	1
19X	I	136350	3.13	NEIGHBORHOOD PARK AND BUFFER	32	32

CODY JOHNSON
s . t . u . d . i . o

12117 CHATTAHOOGA DR. FRESNO, TEXAS 75055
PH: (936) 570-0162
EMAIL: CODY@CODYJOHNSONSTUDIO.COM

March 2, 2016

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

PRELIMINARY LANDSCAPE PLANS

Preliminary Landscape Plans

Southgate

Town of Flower Mound, Texas

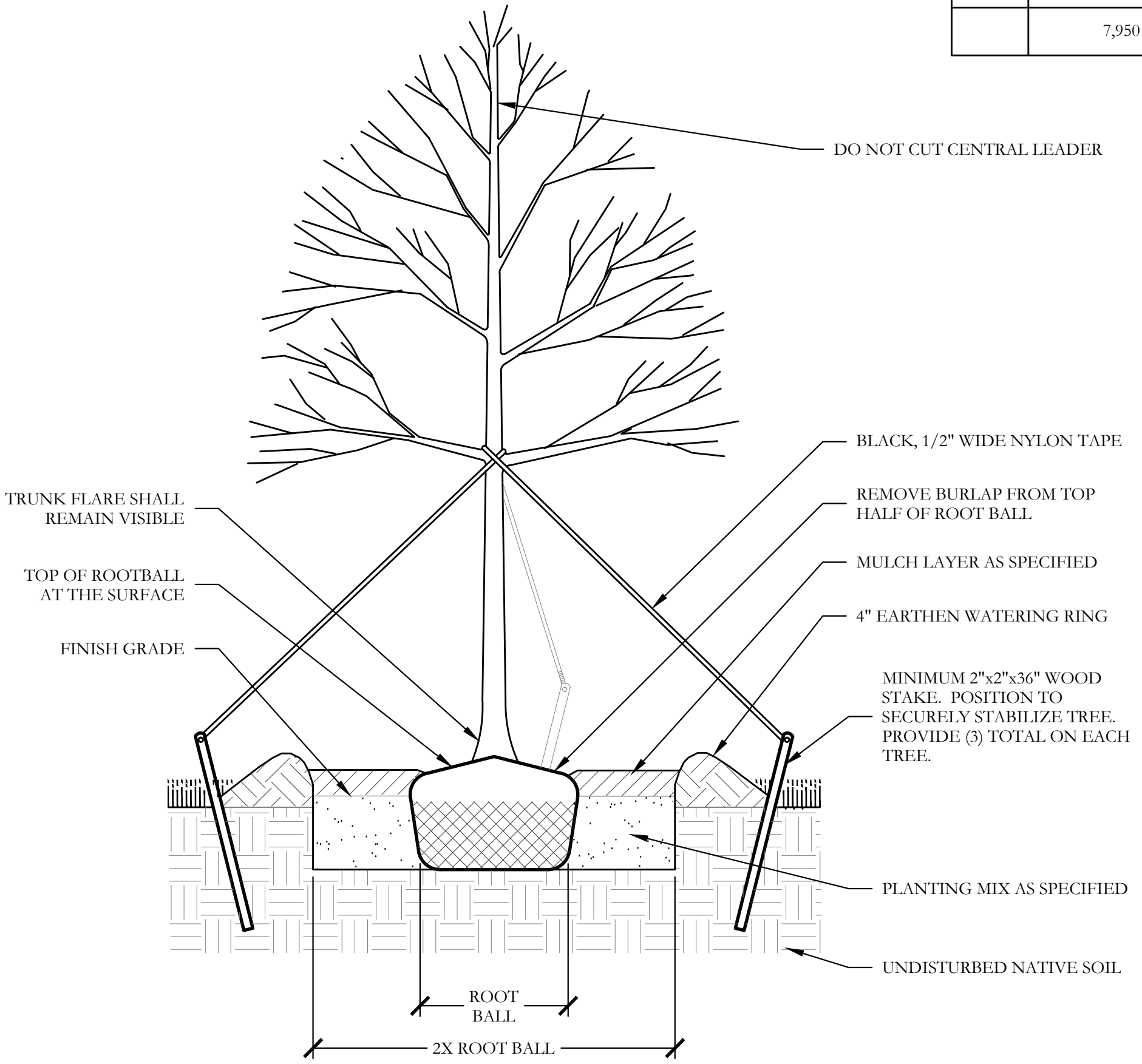
CJS PROJECT NO.

GBP002

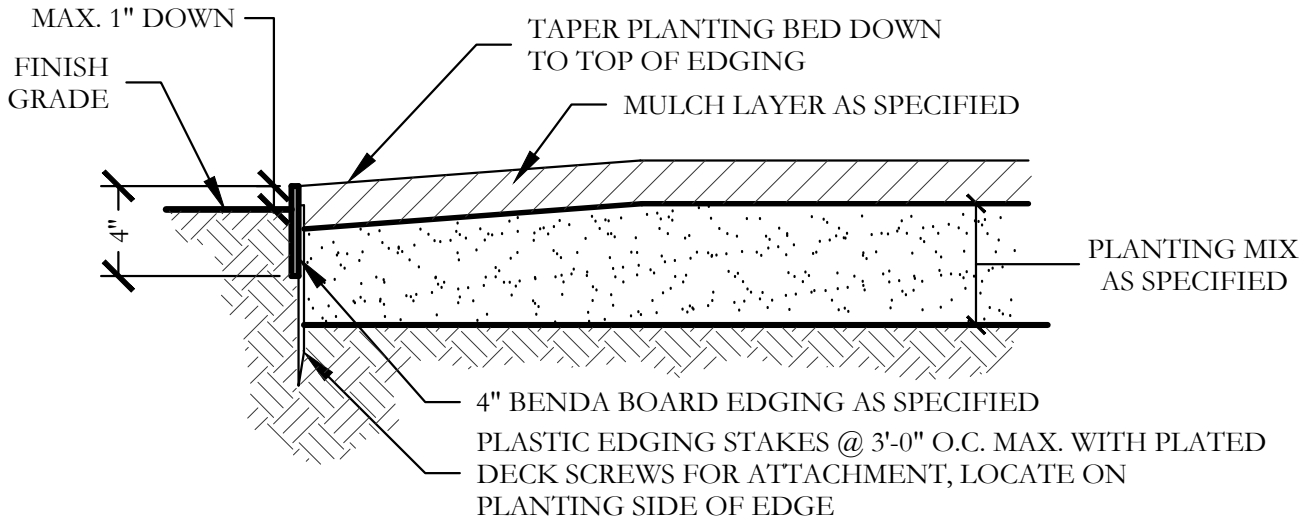
SHEET NO.

PRE-9

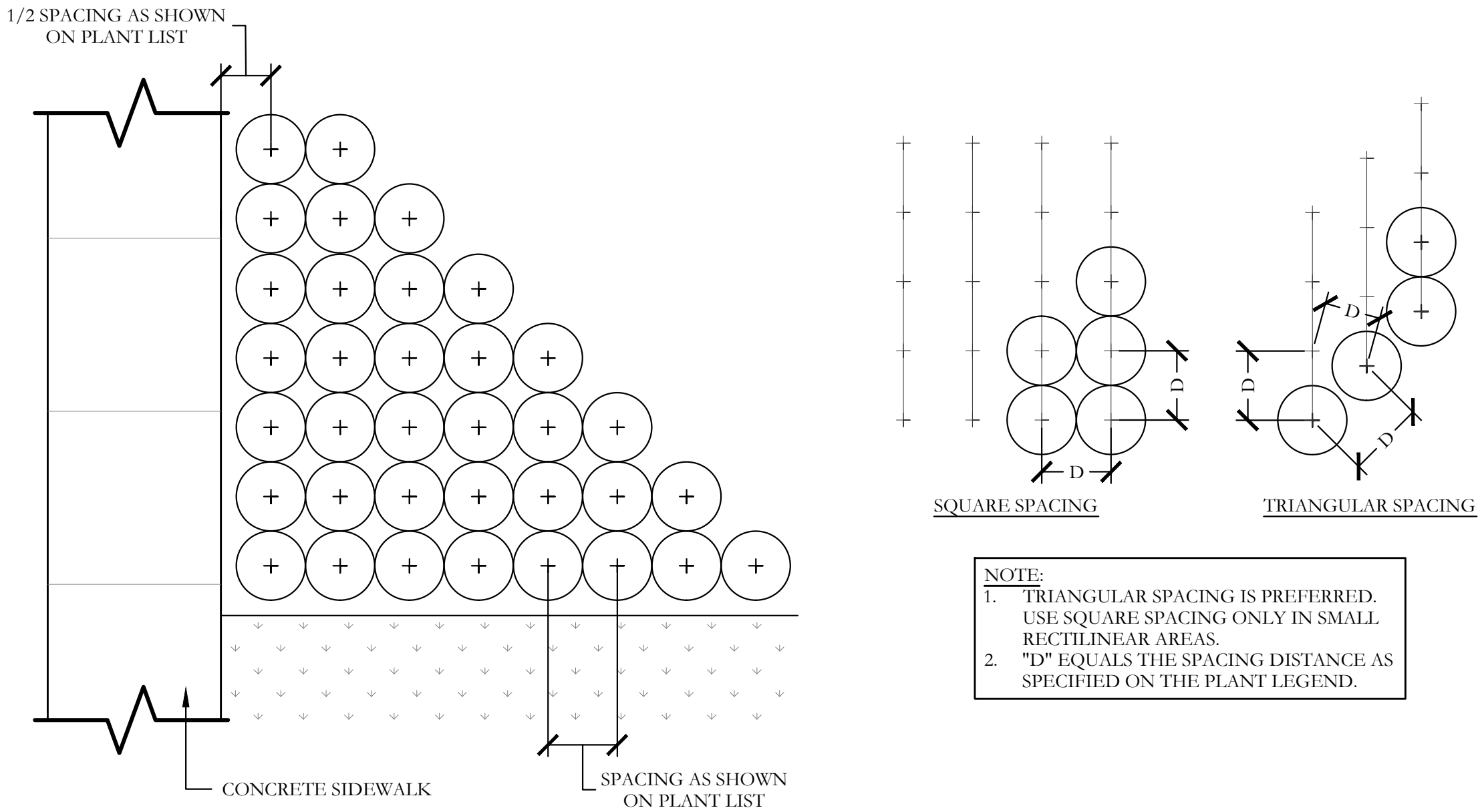
PLANT LIST						
KEY	ESTIMATED QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	REMARKS
LO	52	LIVE OAK	QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM BRANCHING HEIGHT AT 6'-0"; MINIMUM 10'-0" OVERALL HEIGHT.
SO	27	SHUMARD OAK	QUERCUS SHUMARDII	3" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM BRANCHING HEIGHT AT 6'-0"; MINIMUM 10'-0" OVERALL HEIGHT.
LE	13	LACEBARK ELM	ULMUS PARVIFOLIA	3" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM BRANCHING HEIGHT AT 6'-0"; MINIMUM 10'-0" OVERALL HEIGHT.
CE	46	CEDAR ELM	ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM BRANCHING HEIGHT AT 6'-0"; MINIMUM 10'-0" OVERALL HEIGHT.
CP	24	CHINESE PISTACHE	PISTACIA CHINENSIS	3" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM BRANCHING HEIGHT AT 6'-0"; MINIMUM 10'-0" OVERALL HEIGHT.
BC	30	BALD CYPRESS	TAXODIUM DISTICHUM	3" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM BRANCHING HEIGHT AT 6'-0"; MINIMUM 10'-0" OVERALL HEIGHT.
	16	LITTLE GEM MAGNOLIA	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	2" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM 8'-0" OVERALL HEIGHT.
	7,950	SHRUB AND GROUND-COVER BED	SPECIES T.B.D.	SQUARE FOOT	T.B.D.	CONTAINER GROWN; FULL PLANT.



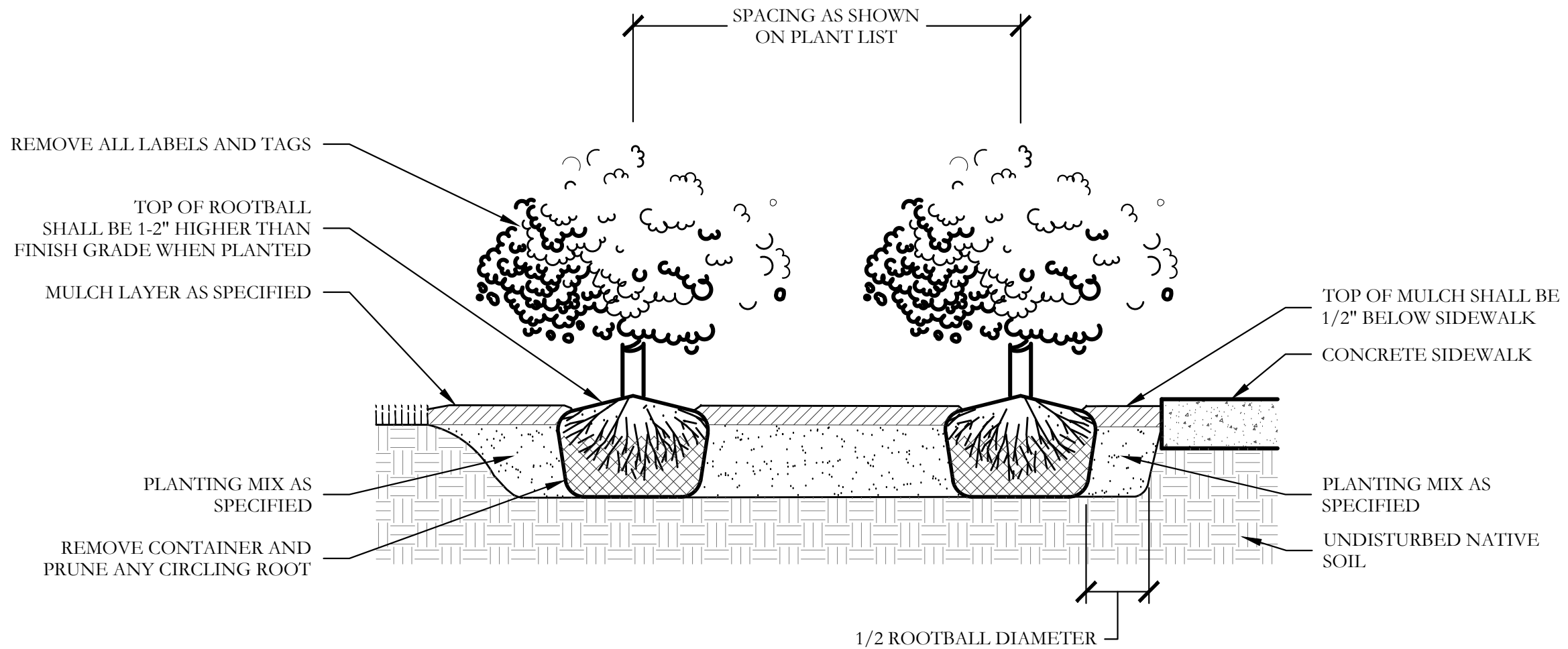
1 TYPICAL TREE PLANTING SECTION NOT TO SCALE



3 TYPICAL BED EDGING DETAIL SECTION NOT TO SCALE



2 TYPICAL SHRUB AND GROUND COVER PLANTING PLAN/SECTION NOT TO SCALE



GENERAL LANDSCAPE NOTES

- INSPECTIONS:
- NO EXCAVATION SHALL OCCUR IN TOWN R.O.W. WITHOUT A R.O.W. PERMIT-CONTACT THE PUBLIC WORKS DEPARTMENT.
 - THE CONTRACTOR SHALL MARK ALL WATER LINES, SEWER LINES, AND TREE LOCATIONS PRIOR TO CALLING FOR ROW INSPECTION AND PERMIT.
 - THE LANDSCAPE INSTALLATION SHALL COMPLY WITH APPROVED LANDSCAPE DRAWINGS PRIOR TO FINAL ACCEPTANCE BY THE TOWN AND ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
 - WATER METERS, CLEANOUTS AND OTHER APPURTENANCES, SHALL BE ACCESSIBLE, ADJUSTED TO GRADE, CLEARLY MARKED WITH FLAGGING AND COMPLIANT WITH PUBLIC WORKS DEPARTMENT STANDARDS PRIOR TO CALLING FOR FINAL LANDSCAPE AND ROW INSPECTIONS.
- LANDSCAPE STANDARDS:
- PLANTINGS AND LANDSCAPE ELEMENTS SHALL COMPLY WITH THE TOWN'S ENGINEERING DESIGN STANDARDS, PUBLIC R.O.W. VISIBILITY REQUIREMENTS.
 - UNLESS OTHERWISE SPECIFIED, TREES SHALL BE PLANTED NO LESS THAN 4' FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS AND OTHER STRUCTURES. THE TOWN HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS.
 - A MINIMUM THREE FEET (3') RADIUS AROUND A FIRE HYDRANT MUST REMAIN CLEAR OF LANDSCAPE PURSUANT TO THE FIRE CODE.
 - STREET TREES, WHERE REQUIRED, SHALL BE (10') MINIMUM FROM THE EDGE OF A STORM SEWER CURB INLET BOX AND THE EDGE OF THE ROOT BALL SHALL BE (4') MINIMUM FROM THE WATER METER.
 - THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60-1-2004) SPECIFICATIONS SHALL GOVERN PLANT QUALIFICATIONS, GRADES, AND STANDARDS.
 - TREE PLANTING SHALL COMPLY WITH DETAILS HEREIN AND THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS.
 - A 2-3" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 4" FROM THE TRUNK OF THE TREE.
 - TREE PITS SHALL BE TESTED FOR WATER PERCOLATION. IF WATER DOES NOT DRAIN OUT OF TREE PIT WITHIN 24-HOURS, THE TREE SHALL BE MOVED OR DRAINAGE SHALL BE PROVIDED.
 - ALL BEDS TO HAVE 3" OF COMPOSTED SOIL, LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL TILLED AND TURNED TO A DEPTH OF 8" MINIMUM.
 - ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3 INCHES OF HARDWOOD MULCH.
 - NATIVE SITE TOPSOIL IS TO BE PROTECTED FROM EROSION OR STOCKPILED. NATIVE SITE TOPSOIL SHALL BE LABORATORY TESTED BY AND ACCREDITED LABORATORY AND AMENDED PER SAID LABORATORY'S RECOMMENDATIONS.

- IRRIGATION STANDARDS:
- ANY CHANGES TO THESE APPROVED IRRIGATION DRAWINGS SHALL BE AUTHORIZED BY THE TOWN. CONTACT DEVELOPMENT SERVICES FOR AN IRRIGATION PERMIT PRIOR TO INSTALLING THE IRRIGATION SYSTEM.
 - IRRIGATION OVER-SPRAY ON STREETS AND WALKS IS PROHIBITED.
 - MAINLINES, VALVES, OR CONTROL WIRES SHALL NOT BE LOCATED IN THE TOWN'S ROW.
 - ET IRRIGATION CONTROLLERS SHALL BE PROGRAMMED AND ADJUSTED TO NOT EXCEED THE LANDSCAPE WATER ALLOWANCE (LWA) PRIOR TO APPROVAL OF LANDSCAPE INSTALLATION.
 - VALVES SHALL BE LOCATED A MINIMUM OF (3') AWAY FROM STORM SEWERS, AND SANITARY SEWER LINES AND 5 FEET FROM TOWN FIRE HYDRANTS AND WATER VALVES.
 - THE BORE DEPTH UNDER STREETS, DRIVE AISLES, AND FIRE LANES SHALL PROVIDE (2') OF CLEARANCE (MINIMUM).
 - IRRIGATION HEADS THAT RUN PARALLEL AND NEAR PUBLIC WATER AND SANITARY SEWER LINES, SHALL BE FED FROM STUBBED LATERALS OR BULL-BEADS. A MINIMUM FIVE FOOT (5') SEPARATION IS REQUIRED BETWEEN IRRIGATION MAIN LINES AND LATERALS THAT RUN PARALLEL TO PUBLIC WATER AND SANITARY SEWER LINES.
 - NO VALVES, BACKFLOW PREVENTION ASSEMBLIES, QUICK COUPLERS ETC. SHALL BE LOCATED CLOSER THAN 10' FROM THE CURB AT STREET OR DRIVE INTERSECTION.

- MAINTENANCE STANDARDS:
- THE OWNER SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT, MAINTENANCE, AND VIGOR OF PLANT MATERIAL IN ACCORDANCE WITH THE DESIGN INTENT AND AS APPROPRIATE FOR THE SEASON OF THE YEAR.
 - LANDSCAPE AND OPEN AREAS SHALL BE FREE OF TRASH, LITTER AND WEEDS.
 - NO PLANT MATERIAL SHALL BE ALLOWED TO ENCR OACH ON R.O.W., SIDEWALKS OR EASEMENTS TO THE EXTENT THAT VISION OR ROUTE OF TRAVEL FOR VEHICULAR, PEDESTRIAN, OR BICYCLE TRAFFIC IS IMPEDED.
 - TREE MAINTENANCE SHALL BE IN ACCORDANCE WITH THE STANDARDS OF THE INTERNATIONAL SOCIETY OF ARBORICULTURE.
 - TREE STAKING MATERIALS, IF USED, SHALL BE REMOVED AFTER (1) GROWING SEASON, NO MORE THAN (1) YEAR AFTER INSTALLATION (STEEL TREE STAKES, WIRES, AND HOSES ARE PROHIBITED).

- TREE PROTECTION NOTES:
- CONTACT DEVELOPMENT SERVICES FOR A TREE REMOVAL PERMIT PRIOR TO REMOVAL OR TRANSPLANTING OF ANY TREES.
 - ALL TREES WHICH ARE TO REMAIN ON SITE SHALL BE PROTECTED WITH A (4') TALL, BRIGHTLY COLORED PLASTIC FENCE, OR SILT FENCE, PLACED AT THE DRIP LINE OF THE TREES.
 - PRIOR TO THE PRE-CONSTRUCTION MEETING OR OBTAINING A GRADING PERMIT, ALL TREE MARKINGS AND PROTECTIVE FENCING SHALL BE INSTALLED BY THE OWNER AND BE INSPECTED BY DEVELOPMENT SERVICES.
 - NO EQUIPMENT SHALL BE CLEANED, OR HARMFUL LIQUIDS DEPOSITED WITHIN THE LIMITS OF THE ROOT ZONE OF TREES WHICH REMAIN ON SITE.
 - NO SIGNS, WIRES, OR OTHER ATTACHMENTS SHALL BE ATTACHED TO ANY TREE TO REMAIN ON SITE.
 - VEHICULAR AND CONSTRUCTION EQUIPMENT SHALL NOT PARK OR DRIVE WITHIN THE LIMITS OF THE DRIP LINE.
 - GRADE CHANGES IN EXCESS OF 3 INCHES (CUT OR FILL) SHALL NOT BE ALLOWED WITHIN A ROOT ZONE, UNLESS ADEQUATE TREE PRESERVATION METHODS ARE APPROVED BY THE TOWN.
 - NO TRENCHING SHALL BE ALLOWED WITHIN THE DRIP-LINE OF A TREE, UNLESS APPROVED BY THE TOWN.
 - ALL REMOVED TREES SHALL BE CHIPPED AND USED FOR MULCH ON SITE OR HAULED OFF-SITE.
 - ALL TREE MAINTENANCE TECHNIQUES SHALL BE IN CONFORMANCE WITH INDUSTRY IDENTIFIED STANDARDS. IMPROPER OR MALICIOUS PRUNING TECHNIQUES ARE STRICTLY PROHIBITED.

CODY JOHNSON
s . t . u . d . i . o

12017 CLAYTON BOCCA DR. FRISCO, TEXAS 75035
PH: (972) 570-0162
EMAIL: CODY@CODYJOHNSONSTUDIO.COM

March 2, 2016

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

PRELIMINARY LANDSCAPE PLANS

Preliminary Landscape Plans

Southgate

Town of Flower Mound, Texas

CJS PROJECT NO.

GBP002

SHEET NO.

PRE-10



DATE: April 18, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider a request for a Site Plan (SP15-0030 – Wells Fargo) to develop a banking facility, with a request for a deviation to the required parking standard pursuant to Section 82-73 of the Code of Ordinances. The property is generally located north of Flower Mound Road and west of Long Prairie Road. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 11, 2016, meeting.*)

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

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

DRAFT MOTION: Move to approve a Site Plan (SP15-0030 – Wells Fargo) to develop a banking facility, with a deviation to the required parking standard pursuant to Section 82-73 of the Code of Ordinances.

**PLANNING AND ZONING COMMISSION
AGENDA ITEM NO: 5**

DATE: April 11, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider a request for a Site Plan (SP15-0030 - Wells Fargo) to develop a banking facility, with a request for a deviation to the required parking standard pursuant to Section 82-73 of the Code of Ordinances. The property is generally located north of Flower Mound Road and west of Long Prairie Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and, aside from the requested exception, has been found to be in conformance with all applicable Town regulations.

Due to the requested parking deviation request, this application will require final action from the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop a 3,052-square-foot, single-story banking facility to be located on Lot 9 of Lake Forest Plaza, Phase 3. The property is currently zoned Planned Development District-29 (PD-29) for Retail District-2 (R-2) uses and master-planned Specific Plan Area 3 (SPA 3) for retail uses.

Primary access to the lot will be from a mutual access easement that connects the site to Flower Mound Road. The required parking for the proposed banking facility is 12 spaces and the site plan depicts 27 parking spaces, which exceeds the allowed 20% deviation. The site plan depicts necessary setbacks, landscape buffer and easements. The proposed site plan is consistent with the development guidelines in SPA 3 and PD-29. The building materials and architecture meet or exceed the Town's requirements and complement existing buildings within the Lake Forest Plaza.

On January 11, 2016, the Planning and Zoning Commission approved a record Plat (RC14-0026) for Lake Forest Plaza, Phase 3, to create four non-residential lots for future development.

A. Deviation to Parking Standards

The Town's Code of Ordinances requires 12 parking spaces for the proposed building. The proposed parking on this lot is in excess of the Town's allowable 20% deviation, and as such requires a parking analysis (Attachment A(3)) and approval by the Town Council upon recommendation by the Planning and Zoning Commission. The parking analysis explains the nature of business and the requirement for 27 parking spaces. Any parking in excess of 20 percent must be mitigated. As a part of mitigation for excess parking, the applicant has provided for 14 pervious parking spaces, onsite pretreatment of runoff associated with additional parking, enhanced landscaping, and the planting of five additional trees (see Attachment A(3)).

III. ATTACHMENTS

A. Background Information

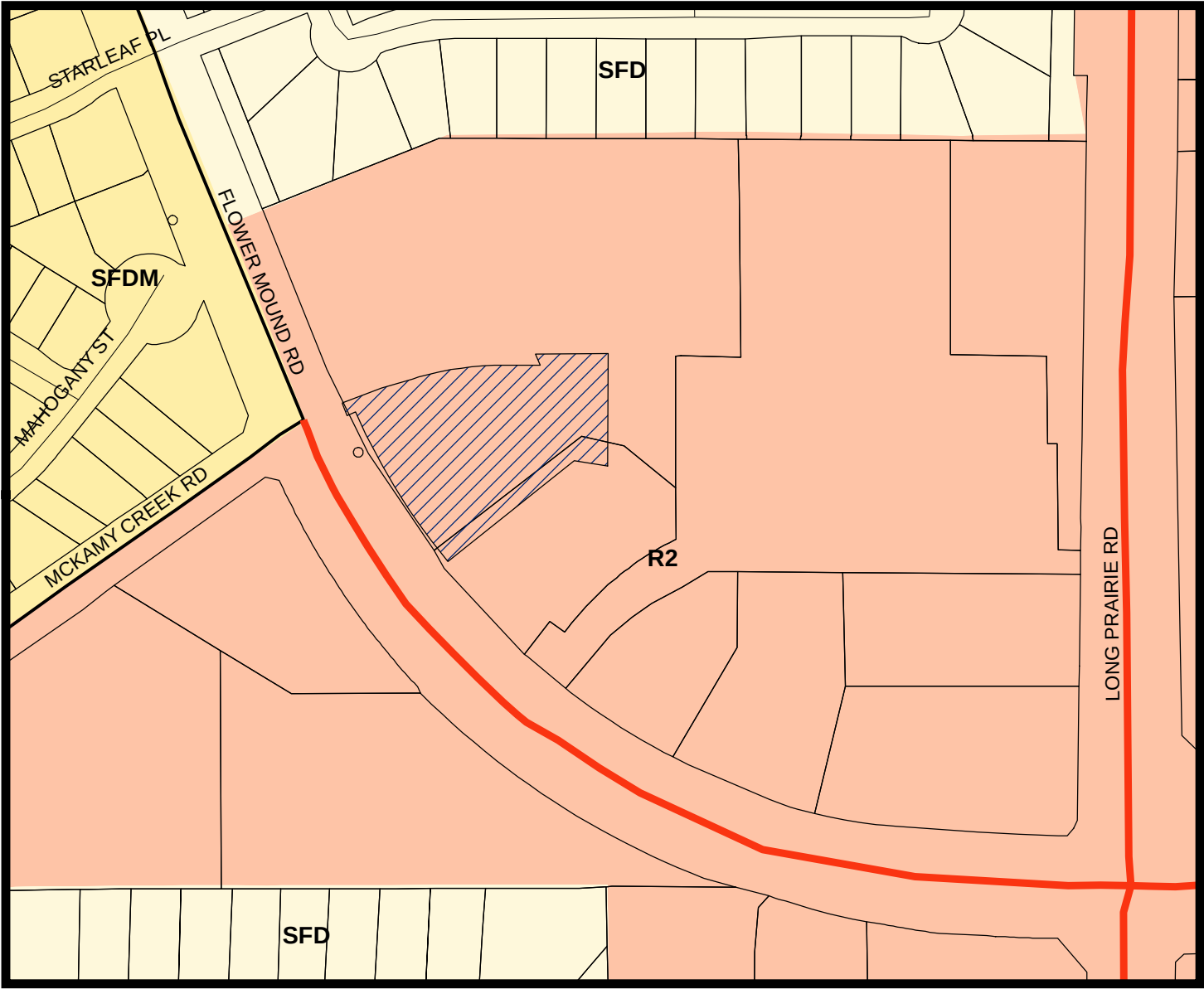
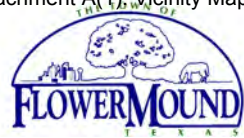
1. Vicinity Map
2. Letter of Intent
3. Parking Study

B. Application Details

1. Site Plan Package

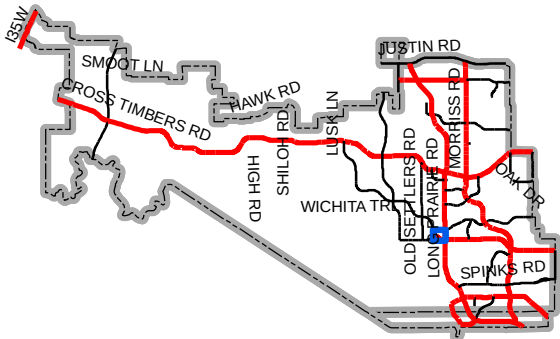
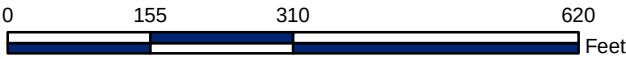
Vicinity Map

Reference Project: SP15-0030



LEGEND

- Retail 2
- Single Family Density Medium
- Single Family Density
- Subject Property



Map Location



Wells Fargo Bank, N.A.
5801 Pelican Bay Blvd
Naples, FL 34104

December 17th, 2015
Updated February 3rd, 2016

Letter of Intent to Develop 1.319 acres located at 2810 Block of Flower Mound Road

Property Info: Parcel ID#182454

1.319 acres located on the SE corner of Flower Mound Road and McKamy Creek Road

To whom it concern:

Please let this letter serve as our intent to develop the above referenced property as a free standing retail banking facility with 2 drive up lanes and 2 drive up ATM lanes. Wells Fargo has a purchase and sale agreement with the current property owner Lake Forest-Engler Land Inv Partners LP to purchase 1.319 acres of the 5.735 acres. Jacobs Engineering is working for the property owner to plat the property. When Wells Fargo receives its approvals we will close on the sale agreement with the property owner and escrow funds associated with installing the required infrastructure as per the construction plans associated with the approved plat. Wells Fargo would like to perform this offsite infrastructure work associated with the plat. Wells Fargo requests to have the the completion and acceptance of the platt work tied to Wells Fargo's Certificate of Occupancy instead of the building permit so that Wells Fargo can develop its site and building concurrently with the infrastructure work.

Our proposed site is located in an area zoned R-2 with a SPA-3 our proposed use of a retail banking facility with drive up is allowed within this zoning district. A Wells Fargo retail branch will be the only use on the proposed site. We will be developing a 3000SF building with a drive drive up canopy. It is our intent to open the facility in the 4th quarter of 2016 by commencing construction in June of 2016. The only staging of the work will be to meet the Fire Marshalls requirements of having the fire lane constructed prior to any vertical work.

Our development does have special considerations:

- Wells Fargo LEED certify's our buildings. This site at a minimum will receive a silver certification for New Construction However, we are having internal discussions to make this building our next test case for a net zero energy building that would be certified to platinum.
- We did not provide a tree survey as there are no trees on site. The current site has weeds.
- We are seeking relief from the maximum parking requirement. We will have up to 14 employees in the store at our peak times alone. In order to meet our customer demand as well we will need to have more parking spaces than is allowed by code. We are submitting a parking analysis based on comparable locations. In addition, we will be mitigating the impact of the additional ~12 parking spaces by using pervious concrete as well as having a stormwater pretreatment basin that will pretreat the first ½" of stormwater.

Sincerely,

Adam Deal
Properties Project Manager
Wells Fargo & Co.
239-249-4962
Adam.s.deal@wellsfargo.com

engineering
architecture
program management
development services
construction services



Parking Study

for

Wells Fargo

2810 Flower Mound Rd
Flower Mound, TX 75022

February 05, 2016

CSG JOB # WFB.19286

1.0 Parking Requirements (Code of Ordinance 83-73,74)

- The purpose of this study is to provide the necessary parking analysis to satisfy the parking study requirements outlined in the Town Code of Ordinance. Per Section 83-74 retail business are required to provide 1 space for every 250 square feet of building area.

Wells Fargo proposed building = 3,052 sq. ft.

Parking required = 13 spaces (20% allowable deviation = 3 spaces)

Total parking allowed = 16 spaces

Proposed parking = 28 spaces

Parking deviation = 12 spaces

2.0 Justification for Additional Parking

- Parking Generation

Number of employees = 14 peak, 9 average

Average transactions per month = 6972 (anticipated based on stores of similar size
see table below)

Transactions per hour = 34 (based on open hours of 205 hours/month)
= 17 per ½ hour

Parking spaces required for customers = 17

Parking spaces required for employees = 9 to 14

Total parking spaces required = 26 to 31

- **Wells Fargo Parking Spaces and Average Transactions in the Dallas/Fort Worth metroplex**

Address	Building Size (sq. ft.)	Avg Transactions (per month)	Parking Spaces
6201 Long Prairie Rd Flower Mound, TX 75028	3745	6315	26
5352 N Garland Ave Garland, TX 75040	3740	6873	31
5015 Eldorado Pkwy Frisco, TX 75034	3783	6859	30
131 N Denton Tap Rd Coppell, TX 75019	3785	7060	37
2400 E Plano Pkwy Plano, TX 75074	4190	6862	33

3.0 Mitigation for Additional Parking

- **Pervious/Porous Concrete**

Wells Fargo proposes the use of pervious/porous concrete for the 14 parking space deviation in excess of 20% of the allowable. The location of these parks is depicted in the Paving Plan Sheet C9.

- **Stormwater Pretreatment**

Runoff associated with the area of additional parking is routed to a dry retention forebay prior to discharge to the master stormwater system. The forebay was designed to treat the first 0.5" of runoff from this basin. Refer to the basin identified as "Pretreatment Pond" on the Post-Development Drainage Area Map shown on the Drainage Area Maps Sheet C15. Refer to the calculations below.

Pretreatment Pond directly connected impervious area = 11,600 SF
0.5" runoff over the impervious area = 483 CF of storage required

The stage storage for the proposed Pretreatment Pond is as follows:

Elevation	Cumulative Storage (Cubic Feet)
626	0
627	78
628	510

510 CF is greater than 483 CF which is the 0.5" runoff from the directly connected impervious area sheetflowing to the forebay.

- **Lake Forest Plaza Master Stormwater Drainage Facility**

Lake Forest Plaza Phase 1 as designed by Unzicker, Schnurbusch & Associates, Inc., utilized the rational method and a coefficient of 0.90 to design the detention pond adjacent to and serving the subject site. Per the Phase 2 plans, prepared by Jacobs as the primary consultant and JBI and Partners for the drainage design, the rational method and a coefficient of 0.85 was utilized for the buildout conditions of Lot 9 (subject parcel). The proposed site plan as designed has a coefficient of 0.72 which results in less runoff than designed and provides more freeboard within the detention pond. Refer to calculations below.

Phase 2: Lot 9 design 100 year release rate, 10 min TC

$$Q = CIA = 1.319 \text{ ac} * 7.9 * 0.85 = 8.86 \text{ CFS}$$

Subject Parcel: Lot 9 actual 100 year release rate, 10 min TC

$$Q = CIA = 1.319 \text{ ac} * 7.9 * 0.72 = 7.50 \text{ CFS}$$

- **Additional landscaping has been provided.**

Street Yard Landscaping:

Required: Min 20% of the street yard shall be landscaped.

Provided: 32.38 %

Flower Mound Road: 4,562.25 SF landscaped. 6,070 SF total street yard area.

Parking Area Landscaping:

Required: Min ratio of 90 SF per 12 spaces shall be landscaped. 28 spaces * 90

SF/12 spaces = 210 SF.

Provided: 4,830.5 SF

Parking Area Trees:

Required: 1 tree for each 10 parking spaces. 28 spaces / 10 spaces = 3 trees.

Provided: 6 trees.

Additional Plantings: 5 trees beyond the above provided are proposed for aesthetics.

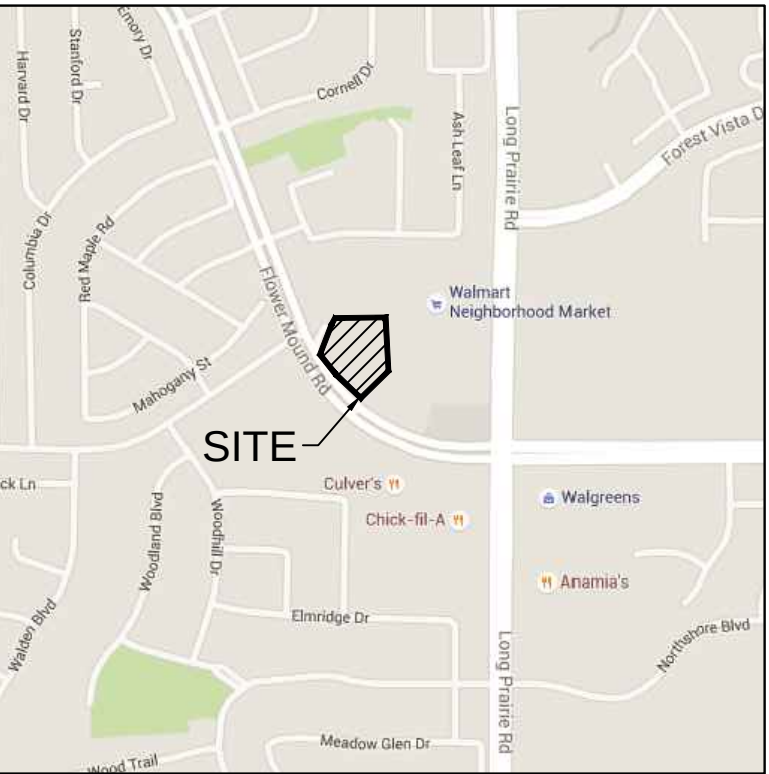
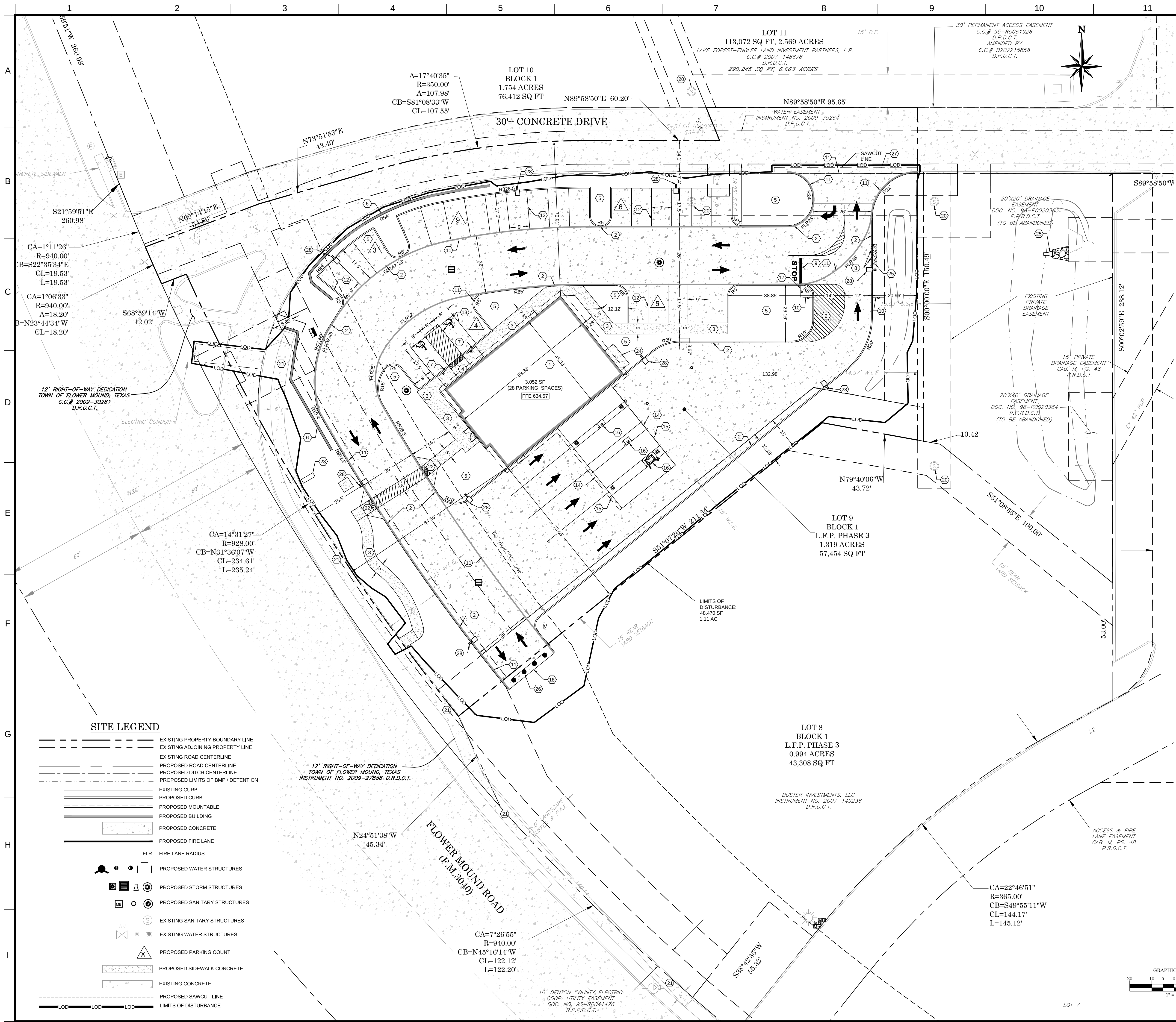
- **Wells Fargo LEED Implementation**

The subject parcel is planned as a LEED energy building that would apply for LEED platinum certification. This environmentally sustainable store delivers the following results:

- Use less energy, water, material and land, compared to conventionally designed stores
- Add natural light
- Improved air quality
- Improved health, comfort, and productivity
- Fewer emissions and pollutants
- More waste diversion from incineration and landfills

4.0 Conclusion

- The additional parking is justified based on the local operational conditions of existing Wells Fargo branches similar in building size, transactions, and parking spaces. Deviation to the maximum parks allowed by code is offset by proposed pervious parking resulting in no net new impervious associated with additional parking, onsite pretreatment of the runoff associated with additional parking, site design effectively utilizing 30 percent open space, and enhanced landscaping and vegetation. The implementation of net zero energy consumption and environmentally sustainable practices proposed for the building provide direct and indirect benefits to the community that further offset the additional parking needed to properly operate this financial branch and serve its clients.



VICINITY MAP:
SCALE = 1" = 1,000'

SITE PLAN NOTES:

- ALL REINFORCING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLANE/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

SITE DATA TABLE

PHYSICAL ADDRESS	2820 FLOWER MOUND ROAD, FLOWER MOUND, TX 75022	
GROSS SITE AREA	1.319 AC.	57,454 SF
NET SITE AREA	1.319 AC.	57,454 SF
ZONING	R-2 (RETAIL DISTRICT 2)	
CURRENT USE	VACANT	
LOT COVERAGE DATA		
BUILDING COVERAGE	5.31% / 3,052 SF	
IMPERVIOUS AREA	64.42% / 37,009 SF	
PERVIOUS AREA	30.37% / 17,450 SF	
PARKING SUMMARY		
	REQUIRED	PROVIDED
SURFACE PARKING		
OTHER (BANK) (1 SPACE PER 250 SF)	3.052 / 250 = 12	27
TOTAL PARKING		27
BUILDING DATA		
BUILDING	1 STORY	
PEAK HEIGHT	20.69 FEET	
MEAN HEIGHT	16.91 FEET	
TOTAL SQUARE FOOTAGE	3.052 SF (4,574 SF WITH DRIVE THRU CANOPY)	

KEY NOTES:

- PROPOSED 3,052 SF WELLS FARGO BANK.
- PROPOSED 6" CURB. REFER TO C19 FOR DETAIL.
- PROPOSED ADA COMPLIANT CONCRETE SIDEWALK. REFER TO C17 FOR DETAIL.
- PROPOSED ADA RAMP. REFER TO C17 FOR DETAIL.
- PROPOSED LANDSCAPE AREA. REFER TO LANDSCAPE PLAN ON SHEET C14.
- PROPOSED RETAINING WALL. REFER TO C19 FOR DETAIL. COLOR TO BE HEADWATER LIMESTONE ALABASTER AND GRAY.
- PROPOSED ADA SIGN PER LOCAL CODE. REFER TO C19 FOR DETAIL.
- PROPOSED NOSE DOWN CURB. REFER TO C19 FOR DETAIL.
- PROPOSED STOP BAR. REFER TO SHEET C19 FOR DETAIL.
- PROPOSED "DO NOT ENTER" SIGN. REFER TO SHEET C19 FOR DETAIL.
- PROPOSED FIRE LANE STRIPING WITH "FIRE LANE NO PARKING" OR "NO PARKING FIRE LANE" AT 20' INTERVALS (TYP.) REFER TO SHEET C19 FOR DETAIL. ALL FIRE LANES TO FOLLOW STEEL SPACING TOWNSHIP DETAILS. SEE SHEET C20.
- PROPOSED PARKING STRIPING. REFER TO SHEET C19 FOR DETAIL.
- PROPOSED ADA PARKING STRIPING. REFER TO SHEET C19 FOR DETAIL.
- PROPOSED CONCRETE ISLAND.
- PROPOSED CANOPY. REFER TO PLANS PREPARED BY RS&H INC.
- PROPOSED DRIVE THRU KIOSK.
- PROPOSED "STOP" SIGN. REFER TO C19 FOR DETAIL.
- PROPOSED INTER PARCEL CONNECTION.
- PROPOSED TEMPORARY DO NOT ENTER SIGN AND BARRIER.
- FUTURE SANITARY SYSTEM PER APPROVED PLANS PREPARED BY JACOBS TITLED "CIVIL CONSTRUCTION PLANS FOR LAKE FOREST PLAZA, PHASE 2" DATED NOVEMBER 2015.
- FUTURE SIDEWALK DESIGN PER APPROVED PLANS PREPARED BY JACOBS TITLED "CIVIL CONSTRUCTION PLANS FOR LAKE FOREST PLAZA, PHASE 2" DATED NOVEMBER 2015.
- PROPOSED PERPENDICULAR ADA RAMP.
- PROPOSED MONUMENT SIGN DESIGNED BY OTHERS.
- PROPOSED CONC. HVAC PAD.
- PROPOSED RIP RAP.
- PROPOSED TRAFFIC BARRIER. REFER TO SHEET C19 FOR DETAIL.
- PAVEMENT TO TIE INTO EXISTING PER CITY HEADER DETAIL. REFER TO SHEET C21 FOR DETAIL.
- PROPOSED LIGHT POLE. PLEASE REFER TO THE PHOTOMETRIC PLAN BY ARKON LED DATED MARCH 3, 2016 FOR FINAL LOCATIONS.

NOTE: THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.

REVIEWED

TOWN OF FLOWER MOUND

Released for Construction

Date

Town of Flower Mound

Engineering Services Division

CORE STATES

GROUP

12700 HILLCREST ROAD, #192

DALLAS, TX 75230

PHONE (813) 415-5618

PBENNETT@CORE-ENG.COM

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Know what's below. Call before you dig.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE 811 INFORMATION AND SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF FLOWER MOUND AND THE TOWN OF FLOWER MOUND ENGINEERING SERVICES DIVISION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF FLOWER MOUND AND THE TOWN OF FLOWER MOUND ENGINEERING SERVICES DIVISION.

REVISIONS

REV	DATE	COMMENT	BY
1	02-05-16	PER CITY COMMENTS	MV
2	03-04-16	PER CITY COMMENTS	DD
3	03-21-16	PER CITY COMMENTS	MV
4	04-06-16	PER CITY COMMENTS	BP

DOCUMENT

CIVIL
CONSTRUCTION
PLANS

PROJECT

WELLS FARGO AT
FLOWER MOUND, TX

CLIENT



SITE LOCATION

2820 FLOWER MOUND ROAD
FLOWER MOUND, TX 75022
LOTS 9 BLOCK 1
LAKE FOREST PLAZA PHASE 3

ENGINEER SEAL

THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS NOT
INTENDED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSES.
CORESTATES GROUP, P.C.
PATRICK BENNETT, P.E.
P.E. #97857
DATE 04/06/2016

SHEET TITLE

SITE PLAN

JOB #: WFB-19286

DATE: 12-22-15

SCALE: 1"=20'

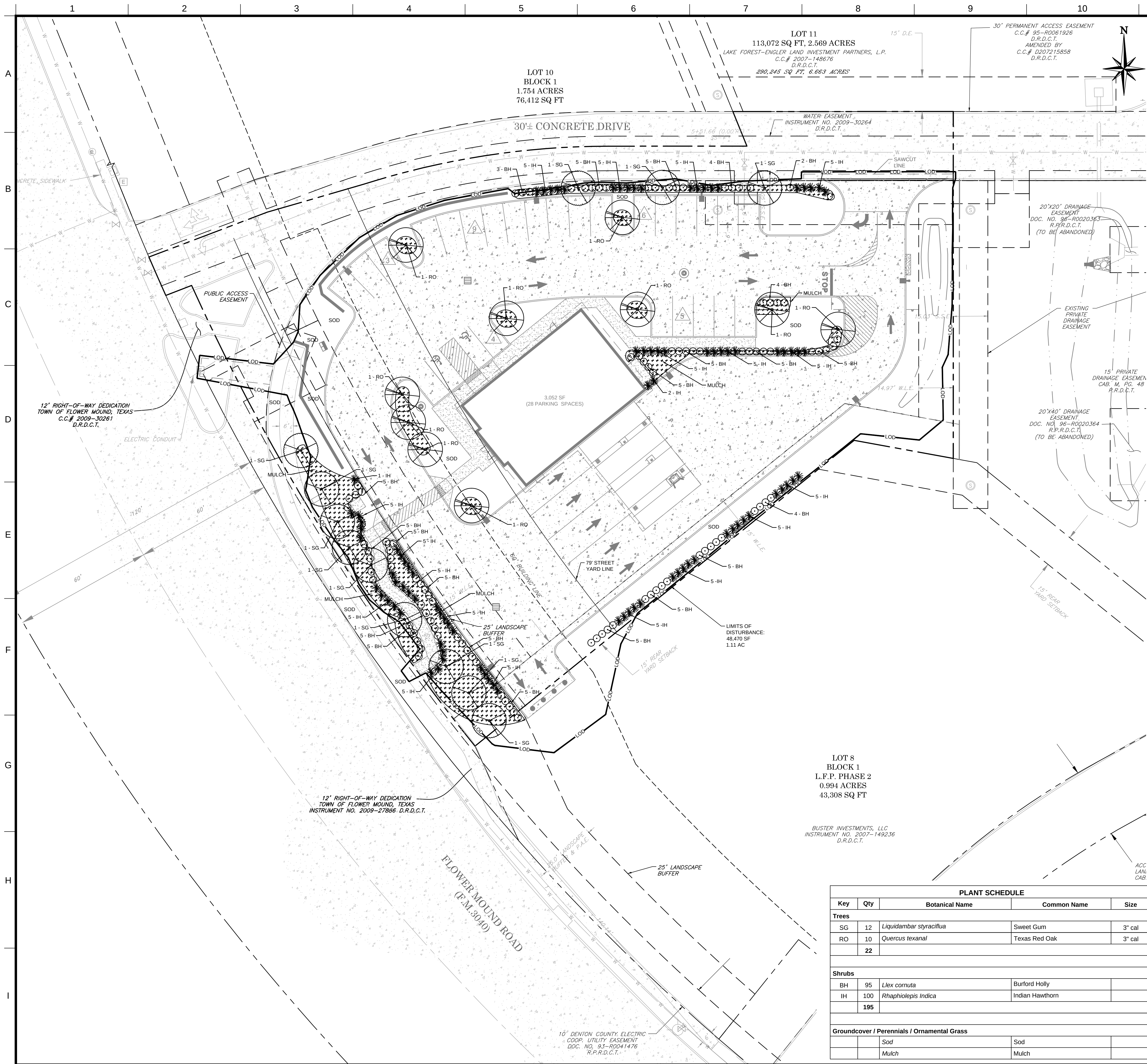
DRAWN BY: MV

CHECKED BY: CC

SHEET NO.

C8

OF 25



LANDSCAPE CALCULATIONS:

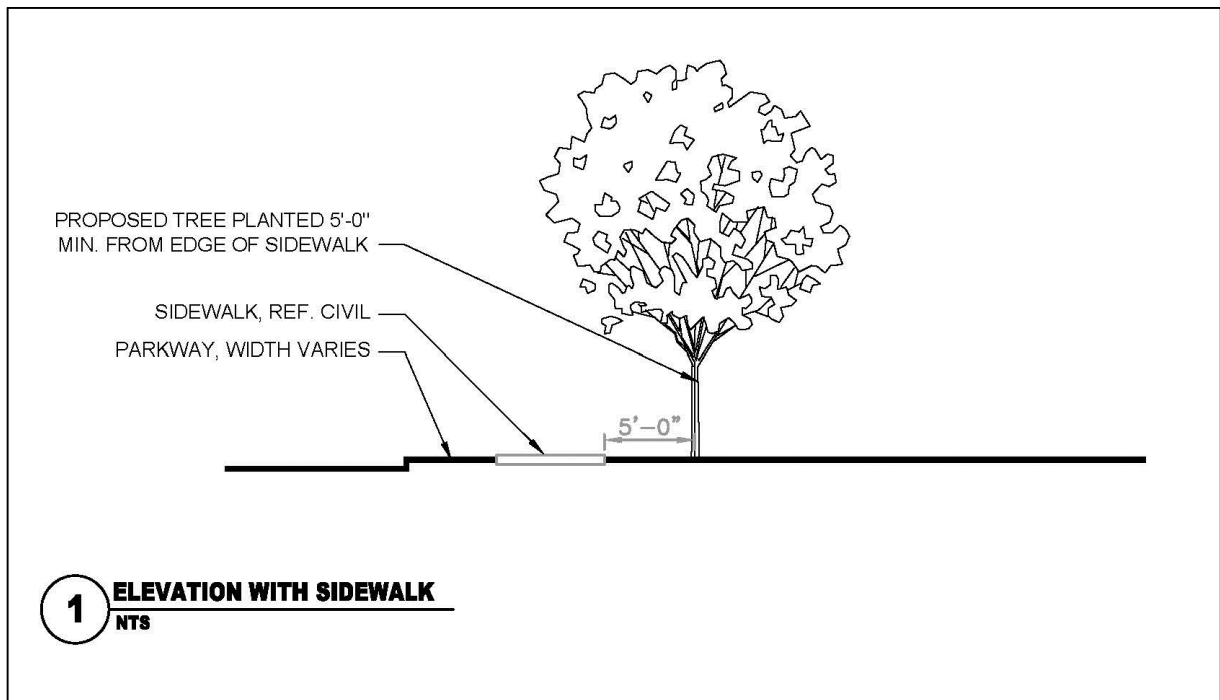
STREET YARD LANDSCAPING (82-241):	
REQUIRED:	A MINIMUM OF 20% OF THE STREET YARD OF EACH LOT OR TRACT SHALL BE LANDSCAPED.
PROVIDED:	3,748 SF 18,742 SF TOTAL STREET YARD AREA. 6,070 SF LANDSCAPED. 32.38% LANDSCAPED.
STREET BUFFER LANDSCAPING (82-242):	
REQUIRED:	THE MINIMUM WIDTH OF THE LANDSCAPED STREET BUFFER FROM THE STREET RIGHT-OF-WAY LINE ADJACENT TO A PRINCIPAL OR COUNTRY ROADWAY SHALL BE 25 FT. THE MINIMUM WIDTH OF THE LANDSCAPED STREET BUFFER FROM THE STREET RIGHT-OF-WAY LINE ADJACENT TO ALL OTHER STREETS SHALL BE 15 FT.
PROVIDED:	25 FT BUFFER.
PARKING AREA LANDSCAPING (82-243):	
REQUIRED:	LANDSCAPED AREAS SHALL BE PROVIDED WITHIN OFF-STREET PARKING AREAS AT A MINIMUM RATIO OF 90 SF PER 12 SPACES. 28 SPACES / 12 SPACES = 2.33 * 90 SF = 210 SF.
PROVIDED:	4,830.5 SF.
PARKING AREA SCREENING (82-271):	
REQUIRED:	PARKING AREAS SHALL BE SCREENED FROM STREET VIEW TO A MINIMUM HEIGHT OF THREE FEET ABOVE THE HIGHEST FINISHED GRADE ADJACENT TO THE STREET OR CURBLINE OF THE PARKING AREA. SUCH SCREENING MAY BE ACCOMPLISHED WITH THE USE OF PLANTS.
PROVIDED:	ADEQUATE PLANT SCREENING FROM FLOWER MOUND ROAD AND NORTHERN ROAD FROM THE PARKING AREA WAS PROVIDED.
STREET YARD TREES (94-61):	
REQUIRED:	FOR AREAS BETWEEN 10,000 SF AND 110,000 SF TEN TREES SHALL BE REQUIRED PER FIRST 10,000 SF PLUS 1 TREE PER ADDITIONAL 2,500 SF. 18,742 SF TOTAL STREET FRONT AREA - 10 TREES + (8,742 SF / 2,500 SF) = 13 TREES.
PROVIDED:	13 TREES.
STREET BUFFER TREES (94-62):	
REQUIRED:	STREET BUFFER TREES SHALL BE PROVIDED IN A RATIO OF ONE TREE FOR EVERY 30 FT OF LINEAL FRONTAGE. 266 FT / 30 FT = 9 TREES
PROVIDED:	9 TREES
PARKING AREA TREES (84-63):	
REQUIRED:	ONE TREE SHALL BE PROVIDED FOR EACH TEN PARKING SPACES PROVIDED ON THE SITE. PARKING AREA TREES SHALL BE A MINIMUM OF THREE-INCH CALIPER.
PROVIDED:	28 SPACES / 10 SPACES = 3 TREES. 6 TREES

IRRIGATION NOTES

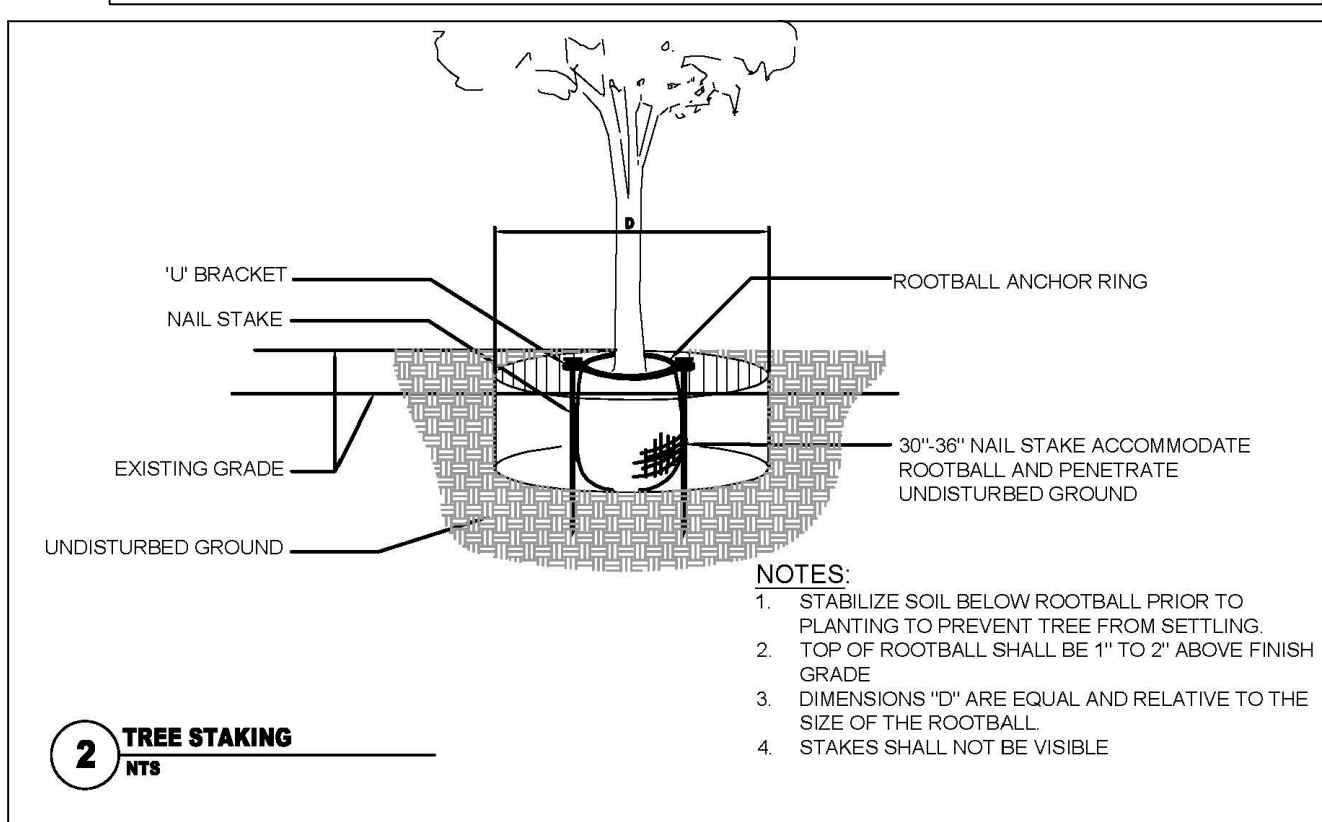
- A. GENERAL CONTRACTOR TO PROVIDE 100% IRRIGATION COVER OF OPEN SPACE AND SHALL SUBMIT AN IRRIGATION PLAN TO THE CITY FOR REVIEW PRIOR TO INSTALLATION OF SYSTEM.

LANDSCAPE NOTES

- EXISTING LANDSCAPING SHOWN IS BASED ON AVAILABLE INFORMATION. CONTRACTOR TO VERIFY EXISTING LANDSCAPING.
- ALL LAWN AREAS NOT DISTURBED DURING CONSTRUCTION SHALL BE OVERSEED TO MATCH NEW LAWN AREAS.
- ALL AREAS NOT PLANTED SHALL BE SODDED.
- CONTRACTOR TO PROVIDE TREE PROTECTION FENCING IN ACCORDANCE WITH THE CITY STANDARDS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR RESPONSIBLE FOR DAMAGED PLANT MATERIAL THAT HAS NOT BEEN IDENTIFIED TO BE REMOVED.
- EDGING MATERIAL REQUIRED BETWEEN ALL MULCH BEDS AND GRASS OR PAVEMENT AREAS.



1 ELEVATION WITH SIDEWALK
NTS



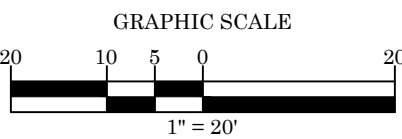
2 TREE STAKING
NTS

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES IS SHOWN ON THESE PLANS IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. CORE STATES, INC. DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES.

NOTE: THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date _____

Town of Flower Mound
Engineering Services Division



DOCUMENTS PREPARED BY CORESTATES, INC., INCLUDING THIS DOCUMENT, ARE TO BE USED ONLY FOR THE SPECIFIC PROJECT AND SPECIFIC USE FOR WHICH THEY WERE INTENDED. ANY EXTENSION OF USE TO ANY OTHER PROJECTS, BY OWNER OR BY ANY OTHER PARTY, WITHOUT THE EXPRESSED WRITTEN CONSENT OF CORESTATES, INC. IS DONE UNLAWFULLY AND AT THE USER'S OWN RISK. IF USED IN A WAY OTHER THAN THAT SPECIFICALLY INTENDED, USER WILL HOLD CORESTATES, INC. HARMLESS FROM ALL CLAIMS AND LOSSES.



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REVISIONS

REV	DATE	COMMENT	BY
1	02-05-16	PER CITY COMMENTS	MV
2	03-04-16	PER CITY COMMENTS	DD
3	03-21-16	PER CITY COMMENTS	MV
4	04-06-16	PER CITY COMMENTS	BP

DOCUMENT
CIVIL
CONSTRUCTION
PLANS

PROJECT
WELLS FARGO AT
FLOWER MOUND, TX

CLIENT

WELLS FARGO

SITE LOCATION
2820 FLOWER MOUND ROAD
FLOWER MOUND, TX 75022
LOTS 9 BLOCK 1
LAKE FOREST PLAZA PHASE 2

ENGINEER SEAL

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CORE STATES GROUP,
PATRICK BENNETT, P.E.
P.E. #97857
DATE 04/06/2016

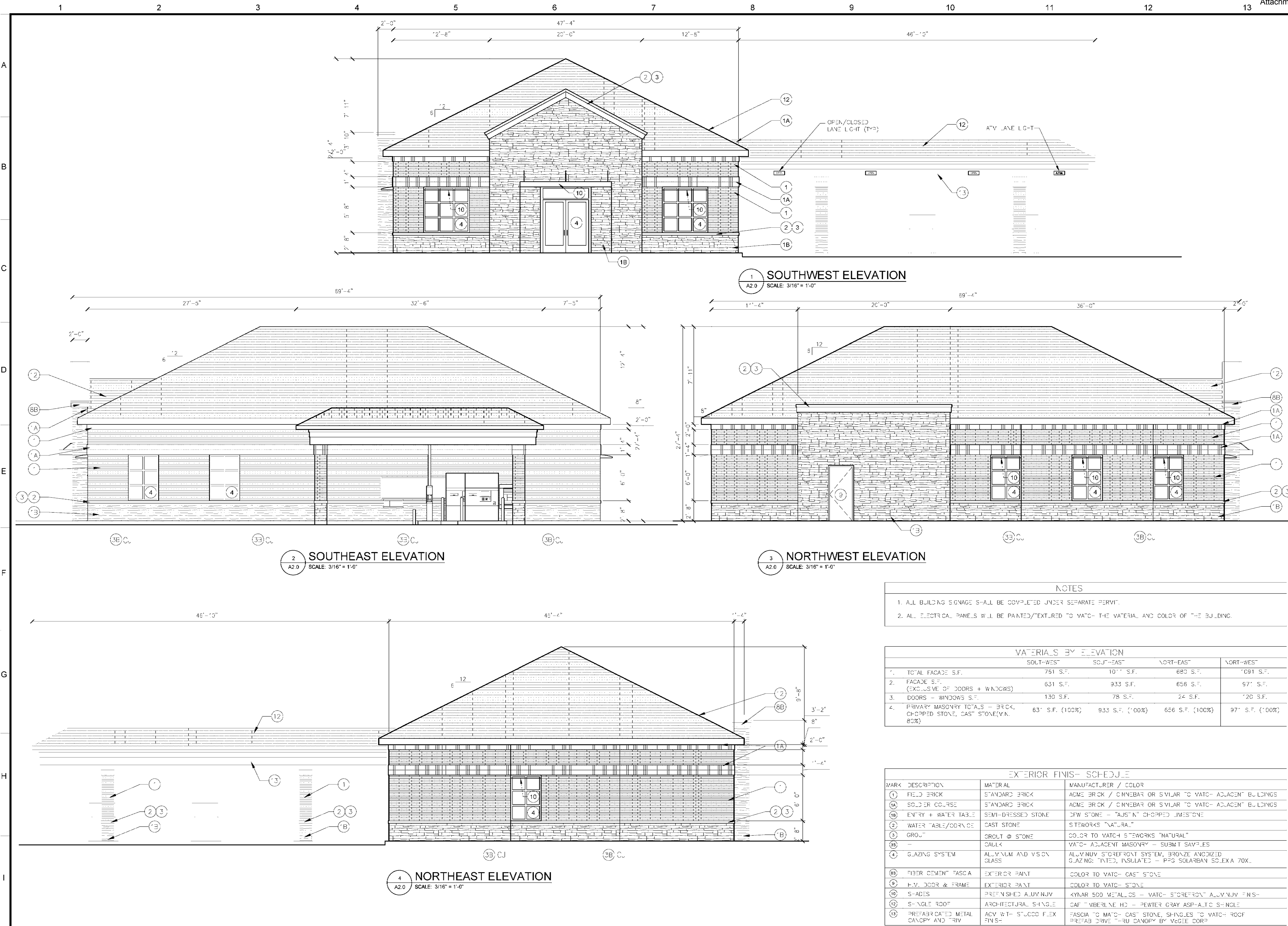
SHEET TITLE

LANDSCAPE
PLAN

JOB #: WFB-19286
DATE: 12-22-15
SCALE: 1"=20'
DRAWN BY: MV
CHECKED BY: CC

SHEET NO.

C14
OF 25



CORE STATES GROUP

201 S. Maple Avenue
Arlington, PA 19002
Phone (215) 809-2125
Fax (215) 809-2124
Abdenschatz@core-eng.com

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811
Know what's below. Call before you dig.

811 is a non-emergency service that provides a safe and efficient way to locate underground utilities. It is a free service provided by the state of Pennsylvania. For more information, visit www.pa.gov/811.

REVISIONS

REV	DATE	COMMENT	BY
1	02-05-16	PER CITY COMMENTS	MV
2	03-04-16	PER CITY COMMENTS	DD

DOCUMENT
EXTERIOR ELEVATIONS

PROJECT
WELLS FARGO AT FLOWER MOUND, TX

CLIENT

WELLS FARGO

SITE LOCATION
**2810 FLOWER MOUND ROAD
FLOWER MOUND, TX
75022**

ENGINEER SEAL

SHEET TITLE
EXTERIOR ELEVATIONS

JOB # WFB-19285
DATE 03-03-16
SCALE 3/16" = 1'-0"
DRAWN BY TC
CHECKED BY TC

SHEET NO
C25
OF 25



CORE STATES GROUP

201 S. Maple Avenue
Ambler, PA 19002
Phone (215) 809-2125
Fax (215) 809-2124
Abodenschatz@core-eng.com

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811

Know what's below. Call before you dig.

THE CONTRACTOR SPECIFICALLY WARRANTS THAT THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THESE PLANS IS BASED ON REASONABLE INVESTIGATION AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF UTILITIES PRIOR TO ANY CONSTRUCTION. ANY CHANGES TO THE UTILITIES SHOWN ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY CHANGES TO THE UTILITIES SHOWN ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY CHANGES TO THE UTILITIES SHOWN ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

REVISIONS			
REV	DATE	COMMENT	BY

DOCUMENT
EXTERIOR
ELEVATIONS

PROJECT
WELLS FARGO AT
FLOWER MOUND, TX

CLIENT

WELLS FARGO

SITE LOCATION
2810 FLOWER
MOUND ROAD
FLOWER MOUND, TX
75022

ENGINEER SEAL

SHEET TITLE
EXTERIOR
ELEVATIONS

JOB #: WFB-19286
DATE: 03-03-16
SCALE: 3/16" = 1'-0"
DRAWN BY: TC
CHECKED BY: TC

SHEET NO.
A2.0
OF 17



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: April 18, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the creation, and appointment of, the voluntary board position of Veterans Liaison for the Town of Flower Mound, and define the terms and duties of the position.

BACKGROUND INFORMATION: The Town Council wishes to create a Veterans Liaison board position to enhance the Town's current programs and services that honor our community's men and women who served, or are currently serving in the U.S. Armed Forces.

BOARD REVIEW/CITIZEN FEEDBACK: The purpose of the position is to have a representative from the Veteran community serve in an advisory and participative role on matters pertaining to Veterans affairs.

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 this resolution as to form and legality.

ATTACHMENTS:

1. Draft resolution

RECOMMENDATION: Move to approve the creation, and appointment of _____, to the voluntary board position of Veterans Liaison for the Town of Flower Mound, and define the terms and duties of the position.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION TO CREATE THE VETERANS LIAISON BOARD POSITION FOR THE TOWN OF FLOWER MOUND, AND DEFINE THE TERMS AND DUTIES OF THE POSITION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound wishes to create a Veterans Liaison board position to enhance the Town's current programs and services that honor our community's men and women who served, or are currently serving in the U.S. Armed Forces; and

WHEREAS, the purpose of the position is to have a representative from the Veteran community serve in an advisory and participative role on matters pertaining to Veterans affairs; and

WHEREAS, the Veterans Liaison will be appointed by the majority vote of the Town Council in accordance with established procedures; and

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

SECTION 1

The Veteran Liaison shall be a Flower Mound resident and qualified voter of the Town at the time of his/her appointment, be currently serving in the military or hold a Veteran status. A member who ceases to reside in the Town during his/her term of office shall immediately forfeit his/her office.

- Other qualifications for membership shall be a genuine interest in Veterans affairs, the ability to work with the public, Town staff, Town boards, and have the time to devote to this service.
- The Veteran Liaison position term will be for two years, with the first appointment extending to September 30, 2018, followed by terms ending on September 30th of even-numbers years. Terms of service will begin on October 1st unless the appointment is to fill an unexpired term.
- The Veterans Liaison serves at the will and pleasure of the Town Council and may be removed before their terms expire.
- The Veterans Liaison shall serve without compensation.

Veterans Liaison Responsibilities

- Serve as an information resource on the Town's Veterans portal website

- Work with various boards/commissions, Town staff, the public and other organizations, to serve in both an advisory and participative role in coordinating Veterans events, activities, and announcements.
- Help to maintain a positive relationship between the Town and Denton County Veterans and other area Veteran support organizations.
- The Veterans Liaison may have other responsibilities as authorized or assigned by the Town Council.

The following individual is appointed to serve as the Town's Veterans Liaison:

SECTION 4

This Resolution shall become effective on and after its date of adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 18TH DAY OF APRIL, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: April 18, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a nomination of a candidate for appointment to the Denco Area 9-1-1 District Board of Managers.

BACKGROUND INFORMATION: [Denco Area 9-1-1 District](#) (District) serves as the coordinating agency for 9-1-1 emergency service throughout Denton County and the entire City of Carrollton. It is the organization which implemented and maintains the 9-1-1 system. The District is overseen by a locally elected or appointed Board of Managers.

There are six members serving on the District. The Texas Health and Safety Code provides for the District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district". Each year the term of one of the two members appointed by participating municipalities expires.

The purpose of this item is to present Council with the option of nominating a person to serve on the Denco Area 9-1-1 District Board. In June Denco staff will send the slate of nominees to each city/town with a request to vote for one of the nominees.

ALTERNATIVES/OPTIONS:

If no action is taken in the way of submitting a nominee, Council will have the option to vote on the slate of nominees in June, as selected by the following municipal jurisdictions:

[View all Denco 9-1-1 jurisdictions »](#)

- | | |
|--------------------|--------------------------------|
| • Argyle | • Krugerville |
| • Aubrey | • Krum |
| • Bartonville | • Lake Dallas |
| • Carrollton | • Lakewood Village |
| • Copper Canyon | • Lewisville |
| • Corinth | • Little Elm |
| • Corral City | • Northlake |
| • Cross Roads | • Oak Point |
| • Denton | • Pilot Point |
| • Dish | • Ponder |
| • Double Oak | • Providence Village |
| • Flower Mound | • Roanoke |
| • Hackberry | • Sanger |
| • Hebron | • Shady Shores |
| • Hickory Creek | • The Colony |
| • Highland Village | • Trophy Club |
| • Justin | • Unincorporated Denton County |

ATTACHMENTS:

1. Denco Area 9-1-1 District appointment letter
2. Draft resolution

RECOMMENDATION: The Town of Flower Mound hereby nominates _____ as a candidate for election to the Board of Managers of the Denco Area 9-1-1- District.



Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067 • Mailing: PO BOX 293058 • Lewisville, TX 75029-3058

Phone: 972-221-0911 • Fax: 972-420-0709

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

RECEIVED

FROM: Mark Payne, Executive Director

MP

MAR 22 2016

DATE: March 15, 2016

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

TOWN OF FLOWER MOUND
TOWN SECRETARY'S OFFICE

Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district." The enclosed resolution, approved by the district's board of managers on March 10, 2016, describes the appointment process of a municipal representative to the Denco Board of Managers.

Each year on September 30th, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Mr. Jim Carter. Members are eligible for consecutive terms and Mr. Carter has expressed his desire to serve another term.

In order to coordinate the appointment among 34 participating municipalities, the Denco requests the following actions by the governing bodies of each city/town:

1. **Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. June 15, 2016. No nominations shall be considered after that time.
2. **Future Action (Vote):** On June 16, 2016, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. Written notice of the council's selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on September 15, 2016. No votes will be accepted after that time.
3. **Process Closure (Results):** The Denco Board of Managers and all municipal jurisdictions will be informed of the votes from responding cities/towns. The candidate with the most votes will be the municipalities' representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2016.

Please send a copy of your council's official action and candidate résumé to the Denco Area 9-1-1 District, P.O. Box 293058, Lewisville, TX 75029-3058 or to Andrea Zepeda at andrea.zepeda@denco.org. Denco staff will acknowledge receipt and sufficiency of the submitted documents. If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Zepeda at 972-221-0911. As a courtesy, Denco will provide notification of your council's action to the nominee.

A sample nomination resolution has been enclosed for your convenience. Thank you for your support of the Denco Area 9-1-1 District.

c: Denco Area 9-1-1 District Board of Managers

Enclosures

www.denco.org

2016.03.10.AI.08

DENCO AREA 9-1-1 DISTRICT**RESOLUTION****DEFINING PROCEDURE FOR APPOINTMENT OF PARTICIPATING
MUNICIPALITIES' REPRESENTATIVE TO THE DISTRICT BOARD OF MANAGERS**

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

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

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

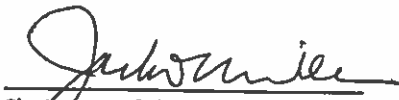
WHEREAS, one member representing participating municipalities is appointed each year.

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

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

1. **Nominate Candidate:** Prior to March 15th of each year, the executive director shall send a written notice to the mayor of each participating municipality advising that nominations are being accepted until June 15th of that same year, for one of the municipal representatives to the Denco Area 9-1-1 District Board of Managers. The notice shall advise the mayors that for a nomination to be considered, written notification of council action must be received at the Denco office prior to 5:00 p.m. on June 15th of that year. No nominations shall be considered after that time.
2. **Vote for Candidate:** On June 16th of each year, the executive director shall send written notice to the mayor of each participating municipality, providing the slate of nominees to be considered for appointment to the Denco Area 9-1-1 District Board of Managers for the term beginning October 1st. The notice shall advise the mayor that the city/town council shall vote, by resolution from such city/town, for one of the nominees. Written notice of the council's selection must be received at the district office by 5:00 p.m. on September 15th. No votes will be accepted after that time.
3. **Tally Votes:** The one nominee with the most votes received by the deadline will be the municipal representative appointed for the two-year term beginning October 1st.
4. **Tie Breaker:** If there is a tie between two candidates with the most votes, a runoff election will be held immediately with the candidate receiving the most votes serving the remainder of the term. The incumbent representative shall serve in that position until replaced.

APPROVED and ADOPTED on this 10th day of March 2016.


Chairman of the Board


Secretary of the Board

Council Resolution No. _____

A RESOLUTION NOMINATING ONE CANDIDATE TO A SLATE OF NOMINEES FOR THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY / TOWN OF _____, TEXAS:

Section 1

The City / Town of _____ hereby
NOMINATES _____ as a candidate for
appointment to the Board of Managers of the Denco Area 9-1-1 District.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2016.

Mayor _____

City / Town of _____

ATTEST:

APPROVED AS TO FORM:

City / Town Secretary

City / Town Attorney

Town Council Future Agenda Items



SCHEDULED	5/2/2016	Presentation	Motorcycle Safety and Awareness Month (May) Proclamation.
		Consent	Consider approval of Farm Lease between the Town of Flower Mound and the Wayne Haynes Estate, for the Lease of Town Property located at 10300 Dunham Road; and authorization for the Mayor to execute same on behalf of the Town.
		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	Consider approval of Amendment No. 4 to the Fiscal Year 2015-2016 Capital Improvement Program.
		Consent	Consider approval for the final acceptance of the Western Pump Station Phase I project and authorization of final payment to the contractor, Crescent Constructors, Inc., in the amount of \$510,994.66.
		Consent	Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Forest Vista Reconstruction Phase I project, in the amount of \$29,817.50; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the award of Bid No. 2016-49 to XXXXX., for the Forest Vista Reconstruction Phase I project, in the amount of \$XXXXX; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement for the design phase services of the Shady Point Acres Water Line Replacement project, with Wade Trim, Inc., for \$128,629.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Change Order No. 1, for an increase in the amount of \$676.45, the final acceptance of the Raintree 12-inch Water Line project, and authorization of final payment to the contractor, Wilson Contractor Services, LLC., in the amount of \$36,615.69; and authorization for the Mayor to execute on behalf of the Town.
		Consent	Consider approval of final acceptance of the Individual Park Improvements project for Westchester, Glenwick, and Northshore Parks, and authorization for final payment to Wall Enterprises, in the amount of \$6,964.68.

SCHEDULED	5/2/2016	Consent	Consider approval of the purchase and installation of play equipment for the Timber Creek Park Playground project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$179,096.00.
		Regular	Public Hearing to consider a request for a Specific Use Permit No. 447 (SUP16-0006 - Kids Discovery District) to permit an indoor amusement and recreation facility, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Northshore Boulevard and east of Long Prairie Road. (The Planning and Zoning Commission recommended by a vote of to at its April 25, 2016, meeting.)
		Regular	Consider a request for a Record Plat (RC16-0005 – Longhorn Addition) to create a residential subdivision, with an exception to allow residential access from a rural collector pursuant to Section 82-134 of the Code of The property is generally located east of Scenic Drive and south of Kensington Court. (The Planning and Zoning Commission recommended a vote of to at its April 25, 2016, meeting.)
		Regular	Public Hearing to consider a request for a Specific Use Permit No. 444 (SUP16-0002 - West Accessory Dwelling) to permit an accessory dwelling, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Post Oak Road and south of Cross Timbers Road. (The Planning and Zoning Commission recommended by a vote of to at its April 25, 2016, meeting.)
		Regular	Public Hearing to consider a request for a waiver to Section 82-275 of the Town's Code of Ordinances to allow outdoor lighting for a private recreational facility (MISC16-0002 – 900 Oak Drive). The property is located at 900 Oak Drive. (The Planning and Zoning Commission recommended by a vote of to at its April 25, 2016, meeting.)
	5/16/2016	Presentation	Public Works Week Proclamation
		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.
	6/6/2016	Consent	Yucca Drive & Woodbine Street Reconstruction Design Award.
		Consent	FM 2499 @ FM 3040 Water Line Replacement Construction Award.

SCHEDULED	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	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.
	6/10/2016	Presentation	PLACEHOLDER: Tentative Strategic Planning Session of the Town Council
	6/20/2016	Consent	FM 2499 @ FM 3040 Water Line Replacement Testing Award.
		Consent	Bakersfield Bridge Erosion Construction Award.
		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.

SCHEDULED	7/18/2016	Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Consent	FM 2499 12-Inch Water Line Phase III Testing Award.
		Consent	Individual Park Improvements (Glenwick Park Bridge) Construction Award.
		Consent	Individual Park Projects (Gerault Game Field) Change Order 1 and Final Acceptance.
	8/4/2016	Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
	10/3/2016	Consent	2015 Street Reconstruction Construction Award.
	10/17/2016	Consent	2015 Street Reconstruction Testing Award.
FUTURE			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,
		Presentation	Public Information Act and Open Records Request review and discussion.
		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	Dog Park - Sod Replacement
		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 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.)

FUTURE	Regular	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.
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